CITY COUNCIL
GIL MCDOUGAL, MAYOR
MICHAEL YOUNG, MAYOR PRO-TEM
DANNY CARTER
SHIRLEY MARCHMAN
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

MAYOR & COUNCIL MEETING AGENDA

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

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Councilwoman Leslie McPherson)

Pledge of Allegiance (Officer Bruce Haliburton)

Ceremonial Presentations (Mayor & Council)

- Recognition of Sharon Dupont - Georgia Association of Convention & Visitor's Bureau Leadership Excellence Certificate
- Employee Anniversary - Jeffery D. Petty 25 Years Service
- FY20 Financial and Compliance Audit Summary Presented by Mauldin & Jenkins, CPAs & Advisors, James Bence, Partner

Adoption of the Agenda (Mayor Gil McDougal)

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

Council Updates (Subjects of General Interest and Concern)

A. Consent Agenda (Mayor Gil McDougal)

1. Approval of Revised Villa Rica Cemetery Commission Bylaws (Alisa Doyal, City Clerk)
2. Amendment to Section 10.01 - Historic Preservation Ordinance Contained in City of Villa Rica Zoning Code (Ronald Johnson, Planning & Zoning Specialist)
3. Resolution of Support for the City's Application for the Georgia Initiative for Community Housing (GICH) Program (Chris Montesinos, Deputy Director Community Development)
4. 2021 Main Street Staff Training - Georgia Downtown Conference (Janet Chumley, Main Street Manager)
5. 2021 Community Development Grant Application: Pet Jam Fundraiser Concert (Janet Chumley, Main Street Manager)
6. Explore Georgia/Trip Advisor Marketing Co-op (Sharon Dupont, Tourism Manager)
7. Resolution of Support for the City's Application for the 2021 Healthy Cities Campaign and GRPA/NFC Grant Assistance Program (Tracie Ivey, Director)
8. Purchase Mavic 2 Enterprise Drone Package (Lieutenant, Hunter Ethredge)

9. Drone Operator Training and Licensing (Lieutenant, Hunter Ethredge)

10. Purchase 36 Cradelpoint IBR600c Mobile Routers (Lieutenant, Hunter Ethredge)

11. Purchase 10 Flock Safety Cameras (Captain, Keith Shaddix)

12. Purchase 31 Sharkfin Antennae and Installation (Lieutenant, Hunter Ethredge)

13. Request to Purchase John Deere Gator for the North Plant (John Bain, Deputy Utilities Director)

14. Request for Engineering Services by P.C. Simonton & Associates, Inc. for the West Plant Influent Pumping Facility Modifications (John Bain, Deputy Utilities Director)

15. Emergency Purchase for North Plant Aerator (John Bain, Deputy Utilities Director)

16. Purchase of North Plant Belt Press (John Bain, Deputy Utilities Director)

17. Contract Award for the Town Branch Interceptor Sewer (John Bain, Deputy Utilities Director)

18. Contract Award for Wastewater Pump Station and Manhole Rehabilitation (John Bain, Deputy Utilities Director)

19. Approval of Work Order with Brennan Jones to Design Modifications to the Shoreline Lift Station (John Bain, Deputy Utilities Director)

20. Installation of Security Cameras, Security Access and Gates at the Old West Plant for the New Distribution / Collection Department Compound (John Bain, Deputy Utilities Director)

21. Upgrade Security Cameras at Water Plant (John Bain, Deputy Utilities Director)

22. FY 2021 Budget Amendments - #132-172 (Jennifer Hallman, Finance Director)

23. Resolution to Execute Grant from the American Rescue Plan Act (Jennifer Hallman, Finance Director)

24. Purchase Cellebrite Cell Phone Forensic Package (Captain, Keith Shaddix)

25. Purchase 51 FN15 Semi-Automatic Patrol Rifles (Captain, Keith Shaddix)

26. Purchase 9 Mossberg 590-A1 Less Lethal Shotguns (Captain, Keith Shaddix)

27. Purchase 51 Kel-Tec KS7 Shotguns (Captain, Keith Shaddix)

28. Purchase Byrna Technologies Pepper Ball Launcher Kits (Lieutenant, Hunter Ethredge)

29. Douglas County Radio Channel Upfitting (Lieutenant, Hunter Ethredge)

30. Douglas County Radio Network Authorization Agreement (Lieutenant, Hunter Ethredge)

31. Resolution To Adopt Carroll County's Hazard Mitigation Plan (Tom Barber, City Manager)

32. Resolution to Execute Loan No. 2020024 with Georgia Environmental Finance Authority (Sarah Andrews, Deputy City Manager/CFO)

33. Authorize Staff to Initiate a Rezoning Request for the Mirror Lake PUD (C. David Mecklin, City Attorney)

34. Increase Income Qualification for Low-Income Senior Discount (Sarah Andrews, Deputy City Manager/CFO)

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
   a. Meeting Minutes of May 11, 2021.
   b. Special Called Meeting Minutes of July 1, 2021.

C. Community Development (Bobby Elliott, Director)

1. RA-02-20-450 Edge Road - Parcel # 01450250026 - LIT Acquisitions, LLC of Dallas, TX is Requesting a Rezoning and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)

2. RA-01-21 and VA-03-21 - Parcel # V02 00700212 - Hwy 61 and 101 (Industrial Blvd) at Leggett Drive - Rockhaven Homes, LLC of Brookhaven, GA has Requested Four Variances and Public Hearing (Ron Johnson, Planning & Zoning Specialist)

3. VA-07-21- Parcel Numbers: 01450250015, 01450250037 & 01450250014 - Hwy 78 - Variance Request for East-West Express and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)

4. RA-04-21/VA-06-21 - Parcel # V04 0130001 - 950 Dallas Road - SW North Villa Rica, LLC of Atlanta, GA Rezoning and Variance Requests and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

5. Ordinance to Designate Downtown Villa Rica Historic District and Public Hearing. (Ronald Johnson, Planning & Zoning Specialist)

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

1. Institution of Fee for Afterhours Use of Meeting Room at the Library on Days of Normal Operations (Evette Bridges, Library Manager)

E. Utilities (Pete Zorbanos, Director)

1. Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways (John Bain, Deputy Utilities Director)

F. Finance (Jennifer Hallman, Finance Director)

1. Financial Update: May 2021 (Jennifer Hallman Finance Director)

G. City Manager (Tom Barber)

1. Agreement with GDOT for Roundabout Lighting Assistance for SR 8 @ CS 352/CS 968/ Conners Road - P.I. No. 0015679 (Tom Barber, City Manager)

City Manager's Report (Tom Barber)

Adjournment

Auditor's Discussion & Analysis

Financial & Compliance Audit Summary

September 30, 2020

Presented by:

MAULDIN & JENKINS

CPAs & ADVISORS

City of Villa Rica, Georgia

Auditor's Discussion & Analysis (AD&A)

September 30, 2020

PURPOSE OF ANNUAL AUDITOR'S DISCUSSION & ANALYSIS

- Engagement Team and Firm Information.

- Overview of:
  - Independent Auditor's Report;
  - Review of the Comprehensive Annual Financial Report;
  - Financial Statements, Footnotes and Supplementary Information; and
  - Compliance Reports (Internal Controls and Laws & Regulations).

- Required Communications under *Government Auditing Standards*.

- Accounting Recommendations and Related Matters.
  - Recommendations for Improvement;
  - Material Weakness and Significant Deficiency; and
  - Other Matters for Communication.

- Other Items and Closing Thoughts.

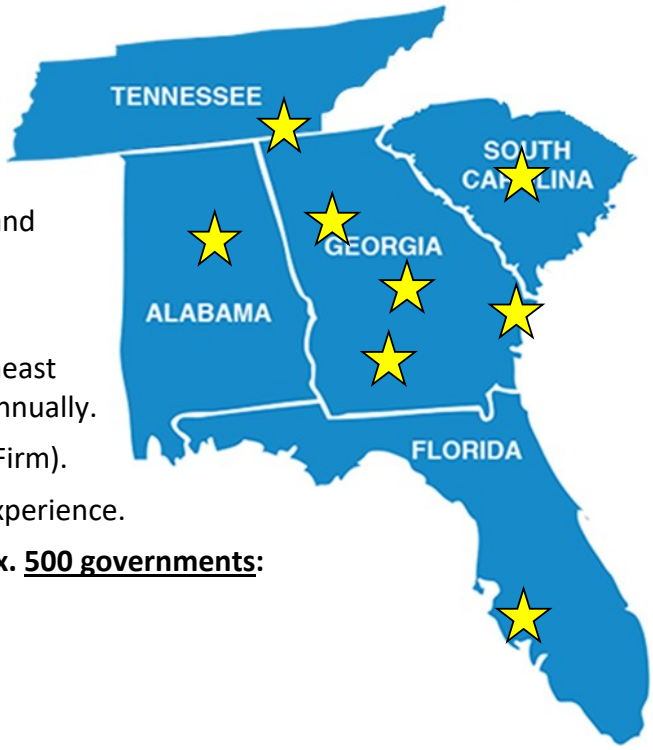
- Answering Questions.

City of Villa Rica, Georgia

Auditor's Discussion & Analysis (AD&A)

September 30, 2020

MAULDIN & JENKINS – GOVERNMENTAL PRACTICE



General Information:

- Founded in ~1918. Approx. 300 personnel. Large regional Southeastern firm.
- Offices in Macon, Atlanta, Albany, Savannah, Bradenton, Sarasota, Chattanooga, Columbia and Birmingham.

Governmental Sector:

- Serve more governmental entities in the Southeast than any other firm with over 100,000 hours annually.
- Largest industry niche served by Firm (28% of Firm).
- Over 100 people with current governmental experience.
- **In past three (3) years, we have served approx. <u>500 governments</u>:**
  - ✓ 126 cities;
  - ✓ 57 counties;
  - ✓ 62 school systems and 40 charter schools;
  - ✓ 48 state entities;
  - ✓ 50 stand-alone business-type special purpose entities (water/sewer, transit, gas, electric, and airports, etc.);
  - ✓ 130 stand-alone governmental special purpose entities (housing, development, industrial, other educational, health & welfare, retirement, libraries, etc.);
  - ✓ 100+ water & sewer systems, 25 airport operations, 10 gas systems, 15 electrical utilities, & 10 transit services;
  - ✓ 11 communities in the Municipal Electric Authority of Georgia (MEAG); and,
  - ✓ 131 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.
- Experience performing forensic audit services and information technology consultations.
- Experience performing municipal bond debt issuance attestation services serving approx. 50 clients with over $11 billion in aggregate publicly issued debt instruments.
- Considered to be in the Top 20 total number of Single Audits conducted in U.S.A.
- Experience auditing a part of the State of Georgia including as much as approx. 30% of the State's General Fund, and a substantial number of the State's component units.

Engagement Team Leaders for the City of Villa Rica Include:

- James Bence - Engagement Lead Partner - 17 years experience
- Doug Moses - Engagement Quality Control - 21 years experience

INSIDE PUBLIC ACCOUNTING TOP 100 FIRMS 2019

MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition & Expansion Financing

INDEPENDENT AUDITOR'S REPORT

The independent auditor's report has specific significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of management.

Auditor's Responsibility

Our responsibility, as external auditors, is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinion

We have issued an unmodified audit report (i.e., "clean opinion"). The respective financial statements are considered to present fairly the financial position and results of operations as of, and for the fiscal year ended September 30, 2020.

Other Matters

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (Comprehensive Annual Financial Report)

General Information About the Comprehensive Annual Financial Report

A Comprehensive Annual Financial Report goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. A Comprehensive Annual Financial Report includes, at a minimum, the following elements/sections:

- **Introductory Section:** general information on the City's structure and the services it provides.
  - Letter of Transmittal
  - Organizational Chart
  - Directory of Officials
  - Certificate of Achievement for Excellence in Financial Reporting

- **Financial Section:** basic financial statements, footnotes and required supplementary information along with the auditor's report.
  - Independent Auditor's Report
  - Management Discussion & Analysis (MD&A)
  - Financial Statements and Footnotes

- **Statistical Section:** broad range of financial, demographic information useful in assessing the City's economic condition, and this information covers multiple years.
  - Financial Trends Information
  - Revenue Capacity Information
  - Debt Capacity Information
  - Operating Information

A Comprehensive Annual Financial Report goes far beyond the basic requirements of annual financial reporting, and the City should be commended for going beyond the minimum and providing such a report.

Once completed, the fiscal year 2020 Comprehensive Annual Financial Report was submitted to the Government Finance Officers Association (GFOA) as part of the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program.

OVERVIEW OF FINANCIAL STATEMENTS

The City's basic financial statements include three components:

1) Government-wide financial statements;
2) Fund financial statements; and
3) Notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the City's funds, as well as its discretely presented component units – the Villa Rica Downtown Development Authority and the Villa Rica Industrial Development Authority. The *Statement of Net Position* presents information on all assets (and deferred outflows) and liabilities (and deferred inflows) of the City, with the resulting difference reported as net position. The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal period. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the City can be divided into two (2) categories: governmental funds (includes the General Fund), business-type funds (Water and Sewer Fund and the Solid Waste Fund).

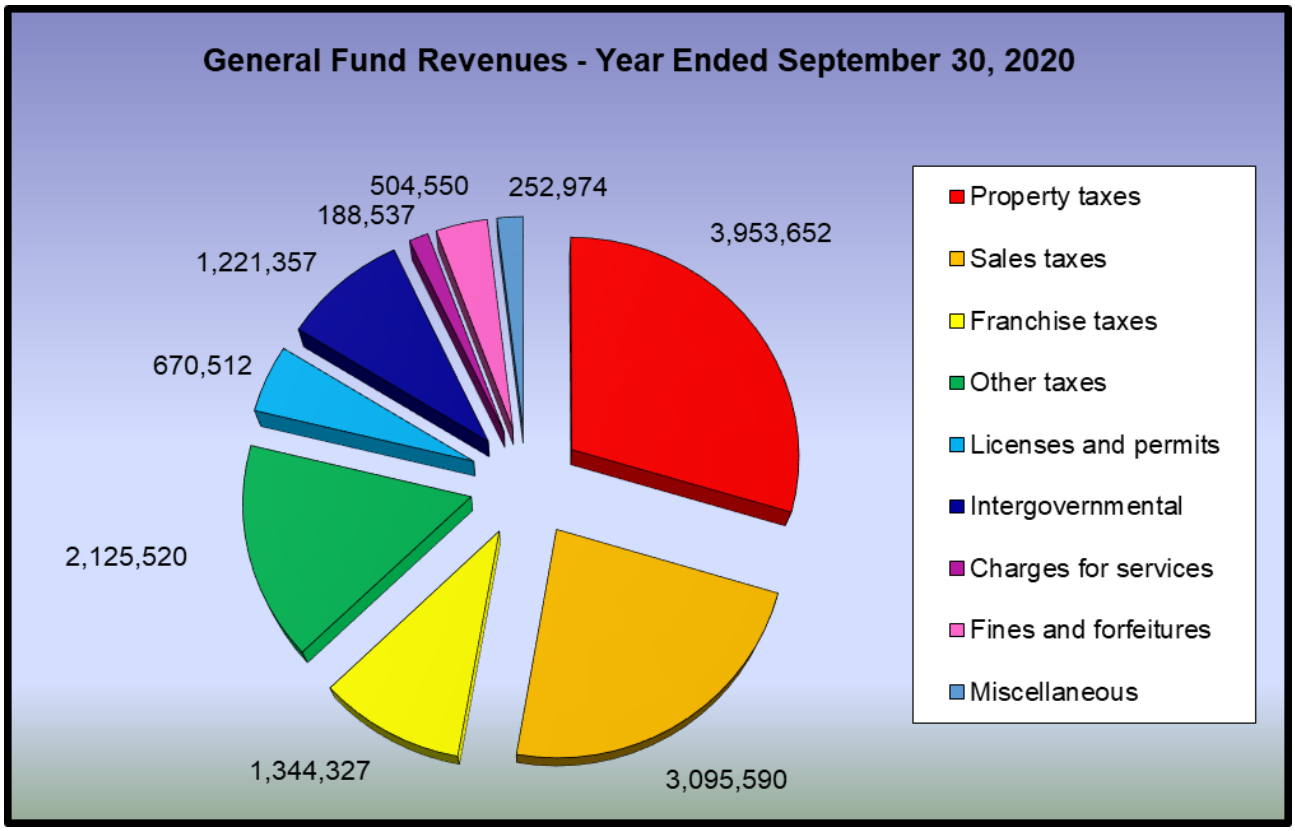
The City also includes, as part of the Comprehensive Annual Financial Report, the following information:

1) Special Purpose Local Option Sales Tax (SPLOST) Schedule
2) Single Audit Schedules and Report

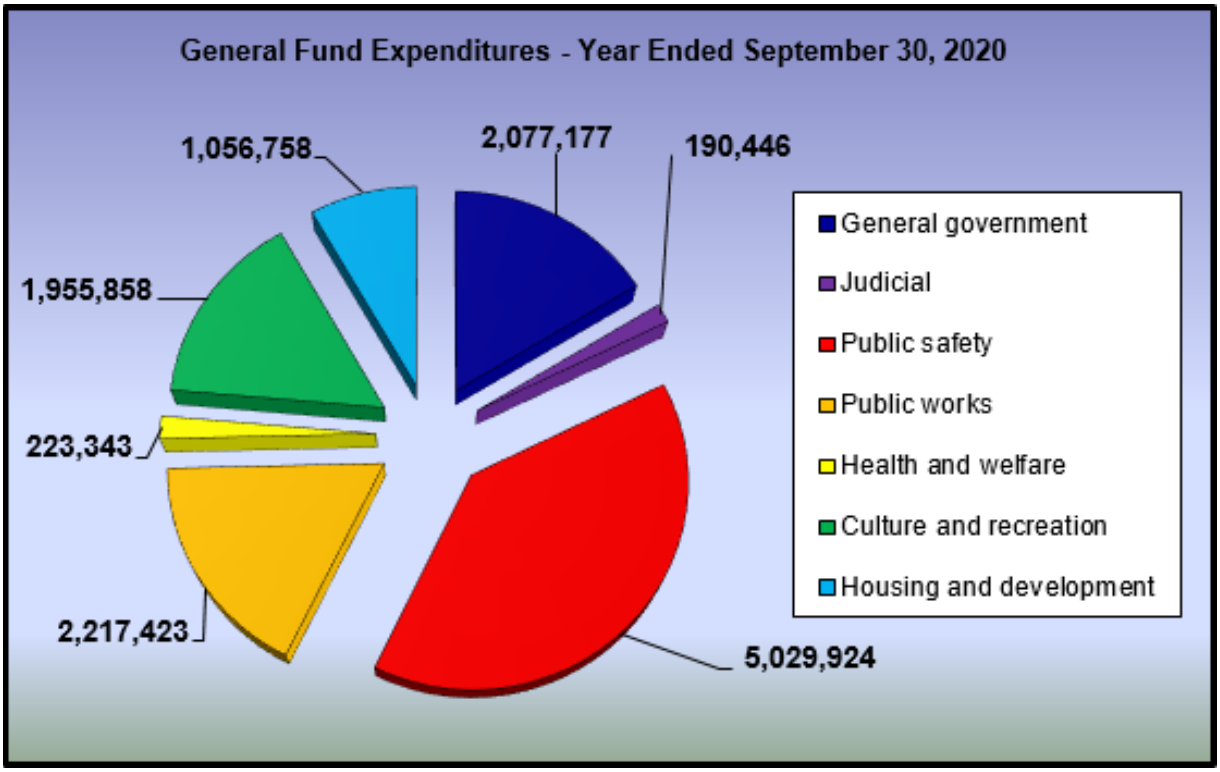
General Fund

Of primary interest to the City is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the City, including general government activities, the municipal court and law enforcement, public safety, highways and street administration, health and welfare, culture and recreation, protective inspections, and economic development.

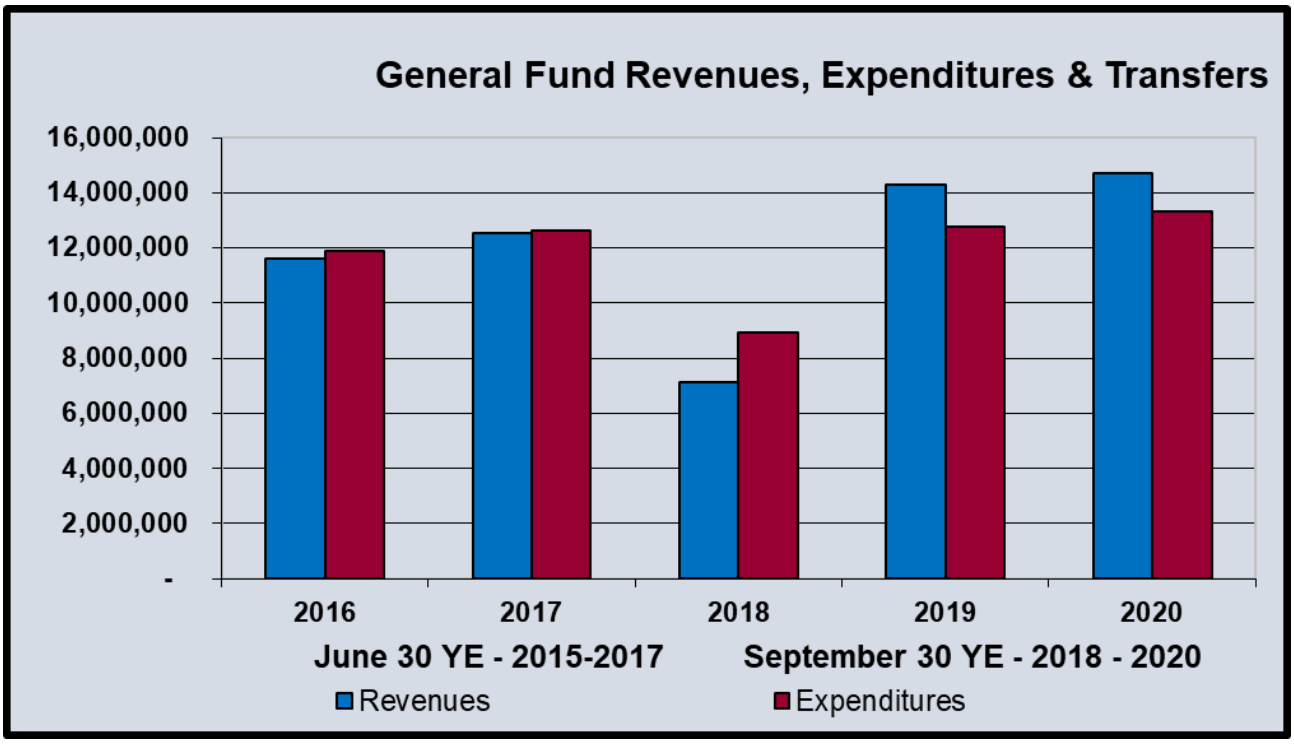
General Fund Revenues: The following chart depicts the primary revenue sources of the General Fund for 2020. Property taxes represent a key component of revenue:



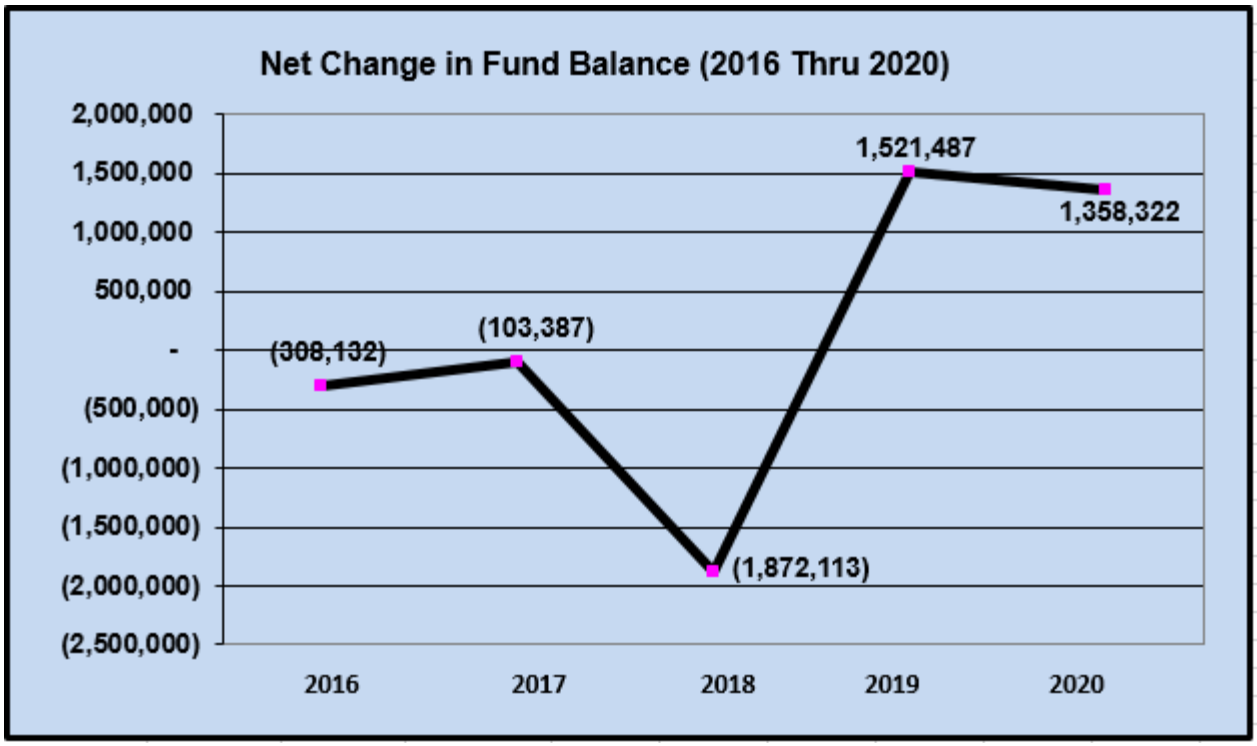
General Fund Expenditures: The following chart presents the General Fund's expenditures by major function for the fiscal year ended September 30, 2020:



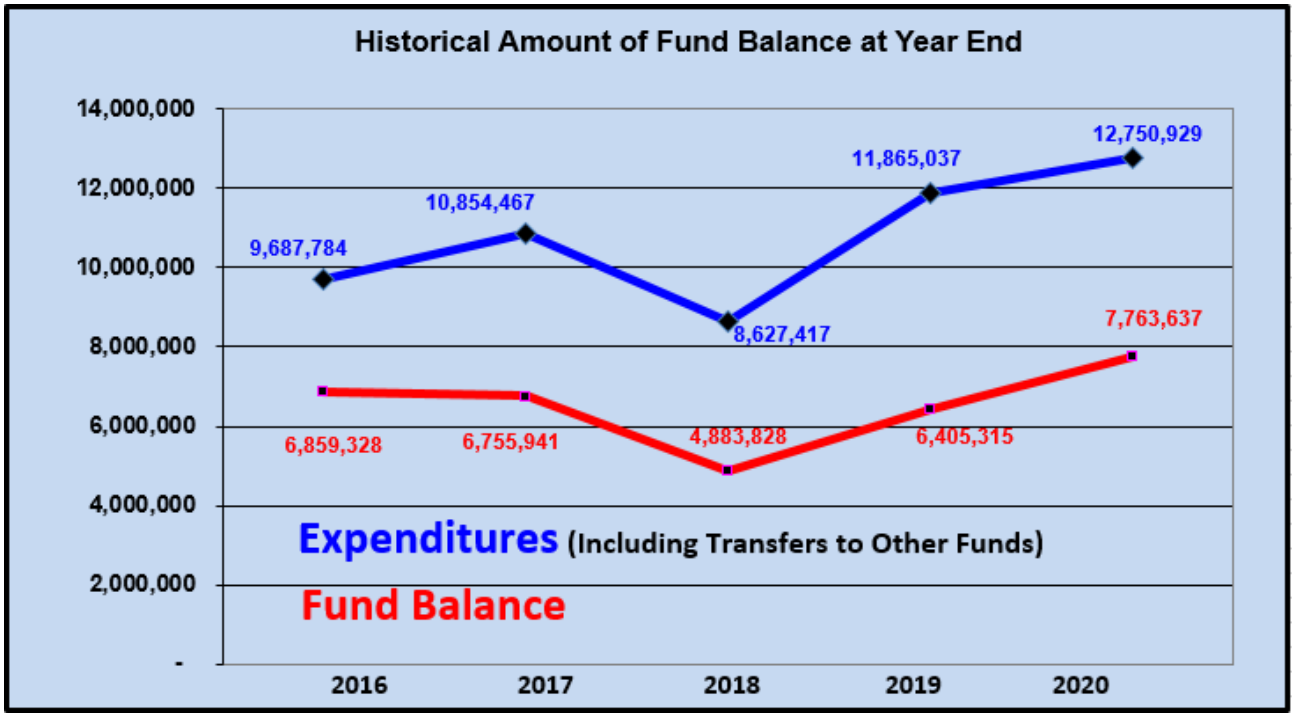
Net Change in Fund Balance and the Revenues and Expenditures of the General Fund. The following chart demonstrates General Fund revenues verses expenditures for the most recent five (5) year period:



The following chart present the annual net change in fund balance of the General Fund for the past five (5) fiscal years:



The following graph reflects the overall financial strength of the City's General Fund as of each past five fiscal periods. The wider the gap between expenditures and the fund balance, the less leverage the City has each year as it enters a new fiscal year. As of September 30, 2020, the City reflected a total fund balance that is able to cover up approximately 213 days (or approximately 5 months in unassigned). Standard industry benchmarking indicates that three to four months is considered a healthy fund balance position at September 30th and as indicated, the City exceeds that benchmark.



In observation of the above chart, the relationship of year-end fund balance as compared to each year's expenditures should be further considered. The following is the relative percentage of fund balance as compared to annual expenditures for each of the past three (3) fiscal periods:

- 2018 = 54.7%
- 2019 = 50.2%
- 2020 = 58.3%

The percentages noted above are indicative of the City's ability to be proactive with its initiatives and general operations, and also its ability to proceed into the new fiscal year with or without certain seasonal revenue streams. Of course, it is of great importance to further reflect that fund balance does not always equate to cash and investments. Fund balance is simply the difference in <u>all</u> assets (and deferred outflows) and <u>all</u> liabilities (and deferred inflows). Cash and investments are simply a component of this equation.

Other Governmental Funds

The City also maintains five (5) *special revenue funds.* These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. *Capital projects funds* are used to account for revenues and expenditures related to the renovation and/or construction of major capital assets. Six (6) capital projects funds are maintained by the City and one (1) internal service fund.

Business-Type Funds

The City maintains two (3) *enterprise funds,* which are used to account for operations in a manner similar to private business enterprises. The enterprise funds maintained are the Water and Sewer Fund, the Solid Waste Fund and the Stormwater Fund.

Business-Type Statement of Cash Flows

The statement of cash flows is a very important statement for any enterprise, and the City is no different.

The "cash flows from operating activities" is the most important element in the statement of cash flows, because it should be the operations of an entity that provides a substantial portion of the capital needed in a growth environment. This section of the statement begins with operating income (not net income as you see in the commercial sector) as reported in the statement of operations.

The City has very good cash flows from operations. This has been true for the past several years. Such **operating cash flows amounted to $5,439,461** for the year ended September 30, 2020. The City had $5,041,373 in operating cash flows for the year ended September 30, 2019. Additionally, this section of the statement recognizes the fact that depreciation expense of $1,648,998 is a non-cash flow item.

Further, the operating cash flows were used to fund certain significant capital and related financing activities:

- The City had cash outflows of $1,529,692 related to the purchase, construction, and installation of capital assets.
- The City paid principal on its long-term liabilities in the amount of $118,835 and was able to transfer out a net amount of $3,132,041, primarily to pay a portion of the debt service for the Villa Rica Public Facilities Authority bonds.

Footnotes

Note 1 – Summary of Significant Accounting Policies: This footnote discusses the overall organization of the City, the nature of its operations, and the fact that it was created by the State of Georgia in 1845. This note also discloses pertinent information regarding the governing body of the City as well as its two component units.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

Note 2 – Reconciliation of Government-wide Financial Statements and Fund Financial Statements: This footnote provides additional detailed information that is not already shown within the financial statements themselves, on the differences between the City's fund level financial statements and its government-wide financial statements.

Note 3 – Legal Compliance – Budgets: This footnote discloses the City's procedures in establishing its annual budget and discloses excesses of actual expenditures over appropriations for the year, if any.

Note 4 – Deposits and Investments: The Governmental Accounting Standards Board (GASB) issued Statement No. 40, Deposit and Investment Risk Disclosure, an amendment of GASB Statement No. 3, which significantly changed the disclosure in the financial statements of the City related to deposits and investments. The disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, interest rate risk, and foreign currency risk.

Note 5 – Receivables: This footnote discloses the City's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

Note 6 – Capital Assets: This footnote discloses the City's capital asset activity and its related accumulated depreciation for the year.

Note 7 – Interfund Receivables, Payables, and Transfers: This footnote discloses detailed information on the City's interfund balances and transfers and the purpose of these balances and transactions.

Note 8 – Long-Term Debt: This footnote discloses the City's long-term debt activity for the year, and other information and maturities for the revenue bonds and installment notes.

Note 9 – Pension Plan: This footnote discloses the details of the City's Pension Plan.

Note 10 – Defined Contribution Plan: This footnote discloses the details of the City's Defined Contribution Plan.

Notes 11 – Risk Management: This footnote discloses the City's various risks of loss.

Note 12 – Commitments and Contingencies: This footnote discloses the outstanding commitments and contingencies of the City such as grant contingencies and outstanding contractual commitments.

Note 13 – Joint Ventures: This footnote discloses the City's relationship with the Northwest Georgia Regional Commission.

Note 14 – Hotel/Motel Lodging Tax: This footnote discloses the City's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

Note 15 – Tax Abatements: This footnote discloses the City's taxes that were forgone to encourage business development in the City.

Note 16 – Correction of Error and Prior Period Restatement: This footnote discloses the prior-period adjustment of $157,100 that was required to accurately report amounts due from the Villa Rica Development Authority to the City of Villa Rica.

COMPLIANCE REPORTS

The financial report package contains two (2) compliance reports.

Yellow Book Report: The first compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.

Single Audit Report: The second compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc., relative to certain Federal grant programs and the respective expenditures. Our tests were performed on the City's major program (as defined by the relevant Federal guidelines), and were not applied to each and every Federal grant expended by the Government. In accordance with the respective standards, we did provide an unmodified (or positive) opinion on the City's compliance based on our audit. However, we were not required to provide an opinion on the relevant internal controls, but to provide a form of negative assurance on such controls.

REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under *Government Auditing Standards* and Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of the City of Villa Rica, Georgia (the "City") for the year ended September 30, 2020, was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting policies. Estimates significant to the financial statements include such items as: the estimated lives of depreciable assets; actuarial assumptions and concepts relative to the benefit plans; deferred revenues; valuation of financial and non-financial instruments; the estimated incurred-but-not-reported liabilities; conservation commitments; extraordinary items; and the estimated allowance for uncollectible accounts.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements, and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Audit Adjustments

During our audit of the City's basic financial statements as of and for the year ended September 30, 2020, there were several adjustments proposed to the funds of the City. We have provided a detail of all such to management.

Uncorrected Misstatements

There were no proposed and unrecorded adjustments.

Independence

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.

ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

Item Cited in the City's Financial Statements as a Material Weakness

Expenditure and Liability Recognition

During the current year, the Development Authority required several audit adjustments to correct errors in the reporting of the Authority's liabilities and related expenditures. Due to the lack of a general ledger being properly maintained throughout the course of the year, the accounting occurs all at year-end close out. Adjustments in the amount of $192,275 were required to record liabilities as of September 30, 2020. Of this amount, $157,100 resulted in a restatement for liabilities omitted as of September 30, 2019 and $35,175 resulted in increased expenditures for the year ended September 30, 2020. We recommend the City's Finance Department closely monitor the Development Authority's year end balances to ensure that all amounts are being recorded and properly accounted for as of year-end.

Items Cited as Noncompliance with Applicable Laws and Regulations

1) Governmental Funds Budgets

State law requires local governments to adopt and operate under an annual appropriated balanced budgets for all governmental funds. Management did not adopt and operate under a balanced budget for the SPLOST and Capital project Funds. Each of the funds' budget was amended to utilize additional fund balance, however the budgeted utilization exceeded available balances. The City failed to operate under a balanced budget for the SPLOST and Capital Project funds, which has resulted in a compliance violation with State law. The SPLOST and Capital Project funds utilized fund balance in excess of available amounts by $86,559 and $14,952, respectively.

Recommendations for Improvement and Other Matters

During our audit of the financial statements as of and for the fiscal year ended September 30, 2020, we noted some areas within the accounting and internal control systems that we believe can be improved. Additionally, we noted certain items management should consider as part of its decision making process. Further, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods. Our recommendations and proactive thoughts and communications are presented in the following paragraphs.

Recommendations for Improvement (Management Points)

1) Information System Control and Policies

During our documentation of the City's internal control structure for general computer controls, we noted several areas in which controls had not been followed or implemented. We recommend the City adopt a formal policy to include appropriate IT processes and procedures. Our recommendations are as follows:

- The City should adopt a risk management process in which the City evaluates the risks of the City's IT operations, and any identified risks are appropriately addressed.
- Application data and file server recovery procedures should be tested at least annually to ensure data integrity and recovery.
- The City should ensure physical security and access to programs and data are appropriately controlled to prevent unauthorized use, disclosure, modification, damage, or loss of data. Policies and procedures recommended to meet this objective include the following:
    - Adopting an information security policy that defines information security objectives. This policy is supported by documents, standards, and procedures where necessary.
    - Implementing procedures to ensure timely action relating to requesting, establishing, issuing, suspending, modifying, and closing user accounts, including appropriate authorization.
    - Controls to ensure user access rights are removed or suspended in a timely manner when employees are terminated. In addition, standards should exist to define timeliness requirements for various situations (i.e., voluntary or involuntary termination).
    - Implementing procedures to maintain the effectiveness of authentication and access mechanisms (e.g., password length, password history, password expiration, and lockout for failed attempts).
    - Controls are in place to ensure all users are identified uniquely. Such controls should ensure that no shared IDs are used except for limited, read-only access and that access rights of any guest IDs are appropriately limited.

2) Hotel/Motel Expenditures

During our testing of the City's Hotel/Motel Fund we noted the City has levied an 8% Hotel/Motel in accordance with OCGA 48-13-51 (b). Under the code section, the City is required to expend 43.75% of the annual collections on tourism, 37.5% can be transferred to the General Fund, and the remaining 18.75% is to be expended on Tourism Product Development or TCT. It was noted that $27,072.67 of the amount allocated to TPD was unspent and left in fund balance. We recommend the City comply with the intent of the State law and ensure plans are in place to expend the hotel revenues on allowable tourism product development each year the funds are recognized.

Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the fiscal year ended September 30, 2020, we noted other matters which we wish to communicate to you in an effort to keep the

1) New Governmental Accounting Standards Board (GASB) Standards

As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

a) Statement No. 84, *Fiduciary Activities* was issued in January 2017 and is effective for the first reporting period beginning after December 15, 2018. However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 84 to reporting periods beginning after December 15, 2019.

This statement establishes criteria for identifying fiduciary activities with a focus on: 1) whether a government is controlling the assets of the fiduciary activity; and, 2) the beneficiaries with whom a fiduciary relationship exists.

Further, this statement describes four (4) fiduciary funds that should be reported, if applicable: 1) pension and other employee benefit trust funds; 2) investment trust funds; 3) private-purpose trust funds; and, 4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

b) Statement No. 87, *Leases* was issued in June 2017 and is effective for the first reporting period beginning after December 15, 2019. However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 87 to fiscal years beginning after June 15, 2021.

This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the principle that a lease is the financing of the right to use an underlying asset.

Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a

deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Definition of a Lease: A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this statement.

Lease Term: The lease term is defined as the period during which a lessee has a non-cancelable right to use an underlying asset, plus the following periods, if applicable:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option;
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option;
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option; and
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

A fiscal funding or cancellation clause should affect the lease term only when it is reasonably certain that the clause will be exercised. Lessees and lessors should reassess the lease term only if one or more of the following occur:

- The lessee or lessor elects to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would not exercise that option;
- The lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would exercise that option; and
- An event specified in the lease contract that requires an extension or termination of the lease takes place.

Short-Term Leases: A short-term lease is defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources

or inflows of resources, respectively, based on the payment provisions of the lease contract.

Lessee Accounting: A *lessee* should recognize a lease liability and a lease asset at the commencement of the lease term, unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability should be measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

A *lessee* should reduce the lease liability as payments are made and recognize an outflow of resources (for example, expense) for interest on the liability. The lessee should amortize the lease asset in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The notes to financial statements should include a description of leasing arrangements, the amount of lease assets recognized, and a schedule of future lease payments to be made.

Lessor Accounting: A *lessor* should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

A lessor should recognize interest revenue on the lease receivable and an inflow of resources (for example, revenue) from the deferred inflows of resources in a systematic and rational manner over the term of the lease. The notes to financial statements should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

Contracts with Multiple Components and Contract Combinations: Generally, a government should account for the lease and non-lease components of a lease as separate contracts. If a lease involves multiple underlying assets, lessees and lessors in certain cases should account for each underlying asset as a separate lease contract. To allocate the contract price to different components, lessees and lessors should use contract prices for individual components as long as they do not appear to be unreasonable based on professional judgment, or use professional judgment to determine their best estimate if there are no stated prices or if stated prices appear to be unreasonable. If determining a

best estimate is not practicable, multiple components in a lease contract should be accounted for as a single lease unit. Contracts that are entered into at or near the same time with the same counterparty and that meet certain criteria should be considered part of the same lease contract and should be evaluated in accordance with the guidance for contracts with multiple components.

Lease Modifications and Terminations: An *amendment* to a lease contract should be considered a lease modification, unless the lessee's right to use the underlying asset decreases, in which case it would be a partial or full lease termination. A lease termination should be accounted for by reducing the carrying values of the lease liability and lease asset by a lessee, or the lease receivable and deferred inflows of resources by the lessor, with any difference being recognized as a gain or loss. A lease modification that does not qualify as a separate lease should be accounted for by re-measuring the lease liability and adjusting the related lease asset by a lessee and re-measuring the lease receivable and adjusting the related deferred inflows of resources by a lessor.

Subleases and Leaseback Transactions: Subleases should be treated as transactions separate from the original lease. The original lessee that becomes the lessor in a sublease should account for the original lease and the sublease as separate transactions, as a lessee and lessor, respectively.

A transaction qualifies for sale-leaseback accounting only if it includes a sale. Otherwise, it is a borrowing. The sale and lease portions of a transaction should be accounted for as separate sale and lease transactions, except that any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred inflow of resources or a deferred outflow of resources and recognized over the term of the lease.

A lease-leaseback transaction should be accounted for as a net transaction. The gross amounts of each portion of the transaction should be disclosed.

c) **Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*** was issued in June 2018 and is effective for reporting periods beginning after December 15, 2019 (meaning June 30, 2021). However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 89 to reporting periods beginning after December 15, 2020.

This standard eliminates the requirement/ability to capitalize construction period interest costs as part of the cost of a capital asset in enterprise funds. This standard should be

applied prospectively with no restatement. This standard can be early implemented as part of fiscal year 2019.

d) **Statement No. 90, *Majority Equity Interests – An Amendment of GASB's No. 14 and 61*** was issued in August 2018, and is effective for reporting periods beginning after December 15, 2018 (meaning June 30, 2020). However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 90 to reporting periods beginning after December 15, 2019.

   Under this standard, an equity interest is: a) a financial interest in a legally separate organization by the ownership shares of the organization's stock; or, b) by otherwise having an explicit, measurable right to the net resources of the organization that is usually based on an investment of financial or capital resources by a government. An equity interest is explicit and measurable if: a) the government has a present or future claim to the net resources of the entity, and b) the method for measuring the government's share of the entity's net resources is determinable.

   If the interest is deemed to be an investment under GASB No. 72, paragraph 64, then the interest should be reported as an investment and measured using the equity method. If the interest is held by a special-purpose government engaged in fiduciary activities, a fiduciary fund, or an endowment or permanent fund, then amount should be measured at fair value. If interest is 100% of entity, then it is a component unit. We do not expect this new standard to have a significant effect on the City.

e) **Statement No. 91, *Conduit Debt Obligations*** was issued in May 2019 and is effective for the first reporting period beginning after December 15, 2020, meaning for those with year ends of December 31, 2021 and beyond. However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 91 to reporting periods beginning after December 15, 2021.

   The primary objectives of this statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

A conduit debt obligation is defined as a debt instrument meeting **all** of the following characteristics:

- There are at least three parties involved: (1) an issuer, (2) a third-party obligor, and (3) a debt holder (or a debt trustee);
- The issuer and the third-party obligor are not within the same financial reporting entity;
- The debt obligation is not a parity bond of the issuer, nor is it cross-collateralized with other debt of the issuer;
- The third-party obligor (or its agent), not the issuer, ultimately receives the proceeds from the debt issuance; and
- The third-party obligor, not the issuer, is primarily obligated for the payment of all amounts associated with the debt obligation (debt service payments).

All conduit debt obligations involve the issuer making a limited commitment. Some issuers extend additional commitments or voluntary commitments to support debt service in the event the third party is, or will be, unable to do so.

An issuer should not recognize a conduit debt obligation as a liability. However, an issuer should recognize a liability associated with an additional commitment or a voluntary commitment to support debt service if certain recognition criteria are met. As long as a conduit debt obligation is outstanding, an issuer that has made an additional commitment should evaluate at least annually whether those criteria are met. An issuer that has made only a limited commitment should evaluate whether those criteria are met when an event occurs that causes the issuer to reevaluate its willingness or ability to support the obligor's debt service through a voluntary commitment.

This statement also addresses arrangements—often characterized as leases—that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

Issuers should not report those arrangements as leases, nor should they recognize a liability for the related conduit debt obligations or a receivable for the payments related to those arrangements. In addition, the following provisions apply:

- If the title passes to the third-party obligor at the end of the arrangement, an issuer should **not** recognize a capital asset.

- If the title does not pass to the third-party obligor and the third party has exclusive use of the entire capital asset during the arrangement, the issuer should **not** recognize a capital asset until the arrangement ends.
- If the title does not pass to the third-party obligor and the third party has exclusive use of only portions of the capital asset during the arrangement, the issuer should recognize the entire capital asset and a deferred inflow of resources at the inception of the arrangement. The deferred inflow of resources should be reduced, and an inflow recognized, in a systematic and rational manner over the term of the arrangement.

This statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

f) **Statement No. 92, *Omnibus 2020*** was issued in January 2020 and because it is an omnibus standard, contains several different effective dates as follows (as amended by Statement No. 95 issued in May 2020):

- For fiscal years beginning after June 15, 2021 relative to the requirements related to intra-entity transfers of assets and those related to the applicability of Statements No. 73 and 74.
- For reporting periods beginning after June 15, 2021 relative to the requirements related to application of Statement No 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities.
- For government acquisitions occurring in reporting periods beginning after June 15, 2021. The requirements related to the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition.
- Other items addressed by this omnibus statement (requirements related to Statement No. 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments) were effective upon issuance.

The objectives of this statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This statement addresses a variety of topics and includes specific provisions about the following:

- The effective date of Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reports.
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan.
- The applicability of Statements No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement No. 68, and Amendments to Certain Provisions of GASB Statements No. 67 and 68, as amended, and No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, to reporting assets accumulated for postemployment benefits.
- The applicability of certain requirements of Statement No. 84, Fiduciary Activities, to postemployment benefit arrangements.
- Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition.
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers.
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature.
- Terminology used to refer to derivative instruments.

g) **Statement No. 93, *Replacement of Interbank Offered Rates*** was issued in March 2020 and contains two (2) different effective dates. The removal of LIBOR as an appropriate benchmark interest rate is effective for reporting periods ending after December 31, 2021. All other requirements of this statement are effective for reporting periods beginning after June 15, 2020.

As a result of global reference rate reform, the London Interbank Offered Rate ("LIBOR") is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

The objective of this statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. This statement achieves that objective by:

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment.
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate.
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable.
- Removing LIBOR as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap.
- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap.
- Clarifying the definition of reference rate, as it is used in Statement No. 53, as amended.

h) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* was issued in March 2020 and is effective for fiscal years beginning after June 15, 2022 which means year ends of June 30, 2023 and following.

This statement was issued by the GASB to address a gap in generally accepted accounting principles: how do we account for these type arrangements that do not meet the definition of a service concession arrangement (SCA) covered by GASB Statement No. 60?

Statement No. 94 requires that Public-Private Partnerships and Public-Public Partnerships ("PPPs") that meet the definition of a lease apply the guidance in Statement No. 87, *Leases* if (a) existing assets of the transferor are the only underlying PPP assets, (b) improvements are not required to be made by the operator to those existing assets as part of the PPP arrangement, and (c) the PPP does not meet the definition of an SCA. All other PPPs that will not apply the guidance in Statement No. 87 will generally use the accounting guidance contained in Statement No. 60 which was superseded by this new Standard.

Statement No. 94 also establishes accounting and financial reporting requirements for availability payment arrangements (APAs). As defined in this statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying

nonfinancial asset for a period of time in an exchange or exchange-like transaction. An APA that is related to designing, constructing, and financing a nonfinancial asset in which ownership of the asset transfers by the end of the contract should be accounted for by the government as a financed purchase of the underlying asset.

i) **Statement No. 96, *Subscription-Based Information Technology Arrangements*** was issued in May 2020 and is effective for fiscal years beginning after June 15, 2022 which means year ends of June 30, 2023 and following.

This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended.

A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

The subscription term includes the period during which a government has a noncancellable right to use the underlying IT assets. The subscription term also includes periods covered by an option to extend (if it is reasonably certain that the government or SBITA vendor will exercise that option) or to terminate (if it is reasonably certain that the government or SBITA vendor will not exercise that option).

Under this statement, a government generally should recognize a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the government, which may be implicit, or the government's incremental borrowing rate if the interest rate is not readily determinable. A government should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

The subscription asset should be initially measured as the sum of (1) the initial subscription liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. A government should recognize amortization of the subscription asset as an outflow of resources over the subscription term.

Activities associated with a SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly:

- Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting a SBITA vendor. Outlays in this stage should be expensed as incurred.
- Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be capitalized as an addition to the subscription asset.
- Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government's ongoing operations related to a SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria.

In classifying certain outlays into the appropriate stage, the nature of the activity should be the determining factor. Training costs should be expensed as incurred, regardless of the stage in which they are incurred.

j) Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans* was issued in June 2020 and is effective for fiscal years beginning after June 15, 2021 (year ends of June 30, 2022 and following).

The primary objectives of this statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC)

Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

This statement requires that for purposes of determining whether a primary government is financially accountable for a potential component unit, except for a potential component unit that is a defined contribution pension plan, a defined contribution OPEB plan, or an other employee benefit plan (for example, certain Section 457 plans), the absence of a governing board should be treated the same as the appointment of a voting majority of a governing board if the primary government performs the duties that a governing board typically would perform. This statement also requires that the financial burden criterion in paragraph 7 of Statement No. 84, *Fiduciary Activities*, be applicable to only defined benefit pension plans and defined benefit OPEB plans that are administered through trusts.

This statement (1) requires that a Section 457 plan be classified as either a pension plan or an other employee benefit plan depending on whether the plan meets the definition of a pension plan and (2) clarifies that Statement No. 84, as amended, should be applied to all arrangements organized under IRC Section 457 to determine whether those arrangements should be reported as fiduciary activities.

k) **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

- **Re-Examination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB Statement No. 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates a final standard expected in early 2022.
- **Conceptual Framework** is a constant matter being looked at by GASB. Current measurement focus statements (for governmental funds) to change to near-term financial resources measurement. May dictate a period (such as 60 days) for revenue and expenditure recognition. May expense things such as supplies and prepaid assets at acquisition. Will look into which balances (at all statement levels) are measured at acquisition and which need to be re-measured at year-end. Final standard is expected in 2022.
- **Revenue and Expense Recognition** is another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from non-exchange, exchange, and exchange-like transactions. The final standard is expected in 2023.

- **Compensated Absences** is technical topic being examined by the GASB currently due to significant changes in benefits offered by governmental employers. Current GAAP does not address certain items such as paid time off (PTO) and there is a wide divergence in practice. A final standard on this topic is expected towards the end of 2021.
- **Prior-Period Adjustments, Accounting Changes, and Error Corrections** is a technical topic being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc. A final standard on this topic is expected in early 2022.

Summations of Thoughts Noted Above

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.

FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free continuing education (quarterly is the goal and objective) for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with providing the instruction utilizing our in-house professionals. We hope City staff and officials have been able to participate in this opportunity, and that it has been beneficial to you. Examples of subjects addressed in the past few quarters include:

- Accounting for Debt Issuances
- American Recovery & Reinvestment Act (ARRA) Updates
- Best Budgeting Practices, Policies and Processes
- Comprehensive Annual Financial Report Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Evaluating Financial and Non-Financial Health of a Local Government
- GASB No. 51, Intangible Assets
- GASB No. 54, Governmental Fund Balance (subject addressed twice)
- GASB No. 60, Service Concession Arrangements (webcast)
- GASB No. 61, the Financial Reporting Entity (webcast)
- GASB Nos. 63 & 65, Deferred Inflows and Outflows (webcast)
- GASB Nos. 67 & 68, New Pension Stds. (presented several occasions)
- GASB Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Information Technology Security and Financial Reporting
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Issues, Primarily Payroll Matters

Free Continuing Education (Topics Continued):

- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees
- Special Purpose Local Option Sales Tax (SPLOST) Accounting, Reporting & Compliance
- Uniform Grant Reporting Requirements and the New Single Audit

Governmental Newsletters. We periodically produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers, and are not purchased from an outside agency. The newsletters are intended to keep you informed of current developments in the government finance environment.

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@mjcpa.com (send corresponding copy to James Bence at jbence@mjcpa.com), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

CLOSING

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures. If you have any questions regarding any comments, suggestions or recommendations set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the City's management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve the City of Villa Rica, Georgia and look forward to serving the City in the future. Thank you.

City of Villa Rica, Georgia

Auditor's Discussion & Analysis (AD&A)

September 30, 2020

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Revised Villa Rica Cemetery Commission Bylaws

AGENDA DATE: 07/13/2021

DATE PREPARED: 07/01/2021

PREPARED BY: Alisa Doyal, City Clerk

AMOUNT: NA
GL ACCOUNT #: NA
FUNDING SOURCE: NA
BUDGETED ITEM? NA

PURPOSE: To approve the revised Villa Rica Cemetery Commission Bylaws. The last amendment to the bylaws was adopted on March 7, 2017.

BACKGROUND: The Villa Rica Cemetery Commission was established by the City Council on December 1, 2009, to serve as an advisory commission for the city cemeteries. The commission meets monthly and works to improve the resting places of the deceased.

The revised bylaws were reviewed and recommended by the Villa Rica Cemetery Commission and also reviewed by the city attorney. Revisions have been made to the membership and terms:

Current Membership:
The Cemetery Commission shall consist of seven (7) members appointed by the Mayor of the City of Villa Rica. Two of the appointees may be non-voting members designated as Member Emeritus. The City Manager and City Clerk shall serve as ex officio members. The Mayor shall strive to include appointees from the following organizations: At least one (1) representative of Villa Rica American Legion Post No. 70, At least one (1) representative of a Villa Rica funeral home, and at least one (1) member of the Villa Rica Garden Club.

The members of the Cemetery Commission shall be qualified electors of the City of Villa Rica, except that not more than two (2) members may be non-residents of the City, if necessary, to assure representation by a Villa Rica funeral home and/or Villa Rica American Legion Post No. 70.

Revised Membership
The Cemetery Commission shall consist of seven (7) members solicited by the current members and the City Clerk, with the official appointments made by the Mayor of the City of Villa Rica, and shall reside in Carroll or Douglas County. The City Clerk shall be a non-voting member of the Cemetery Commission and shall serve as the Chair.

Current Terms:
The initial term of the appointments to the Cemetery Commission shall be for two (2) years. After the initial term, four members shall be appointed to three (3) year terms and three members to two (2) year terms. Thereafter, all appointments shall be for a three (3) year term. Members shall hold office until a successor is appointed. The terms of office shall end on November 30.

Revised Terms:
The initial term of the appointments to the Cemetery Commission shall be for one (1) year. After the initial term, the appointment shall be for two years. Commissioners may serve consecutive terms if recommended by the Commission and reappointed by the Mayor.

STAFF RECOMMENDATION: Staff recommends approval of the amended Villa Rica Cemetery Commission Bylaws.

IMPACT: NA

MOTION: I move to approve the amended Villa Rica Cemetery Commission Bylaws effective July 13, 2021.

CITY OF VILLA RICA
CEMETERY COMMISSION BYLAWS
As Amended March 7, 2017

I. NAME AND PURPOSE

A. The name of the commission shall be CITY OF VILLA RICA CEMETERY COMMISSION, hereinafter referred to as the Cemetery Commission.

B. The Cemetery Commission was established by the Villa Rica City Council on December 1, 2009, pursuant to Section 7.4 of the Villa Rica City Code of Ordinances.

C. The Cemetery Commission serves as an advisory commission, whose purpose is to make recommendations to the Villa Rica City Council on the setting of rates, fees, and ordinance amendments for the benefit of the City and the community and any other duties or recommendations necessary to improve the final resting places of the deceased.

II. MEMBERSHIP, APPOINTMENT, TERM, VACANCIES

1. The Cemetery Commission shall consist of seven (7) members appointed by the Mayor of the City of Villa Rica. Two of the appointees may be non-voting members designated as Member Emeritus. The City Manager and City Clerk shall serve as ex officio members. The Mayor shall strive to include appointees from the following organizations:

2. At least one (1) representative of Villa Rica American Legion Post No. 70.

3. At least one (1) representative of a Villa Rica funeral home.

4. At least one (1) member of the Villa Rica Garden Club.

B. The members of the Cemetery Commission shall be qualified electors of the City of Villa Rica, except that not more than two (2) members may be non-residents of the City, if necessary to assure representation by a Villa Rica funeral home and/or the Villa Rica American Legion Post No. 70.

C. The initial term of the appointments to the Cemetery Commission shall be for two (2) years. After the initial term, four members shall be appointed to three (3) year terms and three members to two (2) year terms. Thereafter, all appointments shall be for a three (3) year term. Members shall hold office until a successor is appointed. The terms of office shall end on November 30.

D. A voting Member who misses three (3) consecutive meetings is considered to have resigned from the Committee, unless the Officers find extenuating circumstances.

E. The Mayor shall appoint members of the Cemetery Commission to fill unexpired terms and terms of those who may resign or who fail to qualify for any reason.

F. Members of the Cemetery Commission shall serve without compensation.

G. Members of the Cemetery Commission are subject to the established Conflict of Interest Policy.

III. OFFICERS

A. The Cemetery Commission shall elect a Chair and Vice-Chair at their first meeting and annually at the January meeting beginning in 2016. Other officers shall be elected as necessary. Officers are eligible for re-election.

B. The Chair shall preside at all meetings of the Cemetery Commission, shall bring matters of immediate attention to the Committee, shall announce any special meetings to the membership and shall represent the Cemetery Commission before the City Council, as necessary.

C. The Vice-Chair, in the absence of the Chair, shall assume the duties of the Chair. Should the Chair become vacant by death or resignation, or should the Chair become otherwise unable to discharge the duties of the office, the Vice-Chair shall become the Chair for the unexpired term and shall assume all powers and responsibilities of the office.

D. In the event the Vice-Chair assumes the duties of the Chair, a new Vice-Chair shall be elected.

E. The City Clerk shall serve as the Recording Secretary of the Cemetery Commission. The Recording Secretary shall keep, or cause to be kept minutes of the meetings and other such records of meetings as may be needed to comply with Georgia's Open Records Law, O.C.G.A. §§ 50-18-70 et seq.

IV. MEETINGS

F. The Cemetery Commission shall adopt an annual meeting schedule and submit the same to City Clerk. Special meetings may be called by the Chair. Public notice of the time, date and place of all meetings shall be given in the manner required by Georgia's Open Meeting Law, O.C.G.A. §§ 50-14-1 et seq.

G. Meetings of the Cemetery Commission shall be open to the public and a record shall be maintained of all proceedings. All business which the Committee may perform shall be conducted in compliance with Georgia's Open Meeting Law, O.C.G.A. §§ 50-14-1 et seq.

A. Three voting members shall constitute a quorum for the transaction of business.

B. Parliamentary procedure in Cemetery Commission meetings shall be informal. However, if required to keep order, meetings shall be governed by the latest edition of Roberts Rules of Order for issues not specifically covered by these Bylaws. Where there is conflict between these Bylaws and Robert's Rules, these Bylaws shall govern.

V. COMMITTEES

A. The Cemetery Commission may establish and appoint ad hoc committees for special purposes or issues, as determined necessary. Less than a quorum may serve on an ad hoc committee at any given time.

B. Any ad hoc committee established by the Cemetery Commission shall be advisory and shall submit its recommendations to the Cemetery Commission for consideration.

VI. BYLAW AMENDMENTS

A. These bylaws may be approved and amended by a vote of the Cemetery Commission at any regular or special meeting called for that purpose upon prior notice of the proposed action. All amendments shall be approved by the Villa Rica City Council.

Bylaws Approved:

By Cemetery Commission Date: _____

By City Council Date: _____

CITY OF VILLA RICA
CEMETERY COMMISSION BYLAWS
Adopted _____

Article 1.
Name and Purpose

1.1 **NAME.** The name of the organization shall be **VILLA RICA CEMETERY COMMISSION**, hereinafter referred to as the **Cemetery Commission**.

1.2 **PURPOSE.** The Cemetery Commission is a volunteer and advisory committee created by the City Council to assist the City Clerk with recommended maintenance and improvements to the city cemeteries, and to make recommendations of fees and ordinance amendments to the City Council for adoption.

1.3 **CITY CEMETERIES.** The City of Villa Rica owns Hillcrest Cemetery located on West Bankhead Highway and Hillcrest Drive, and Garden of Rest Cemetery located on Brooks Street, and maintains Old Villa Rica Cemetery located on Punkintown Road.

Article 2.
Cemetery Commission Members

2.1 **MEMBERS.** The Cemetery Commission shall consist of seven (7) members solicited by the current members and the City Clerk, with the official appointments made by the Mayor of the City of Villa Rica, and shall reside in Carroll or Douglas County. The City Clerk shall be a non-voting member of the Cemetery Commission and shall serve as the Chair.

2.2 **TERMS.** The initial term of the appointments to the Cemetery Commission shall be for one (1) year. After the initial term, the appointment shall be for two (2) years. Commissioners may serve consecutive terms if recommended by the Commission and reappointed by the Mayor.

2.3 **QUALIFICATIONS.** Persons selected for appointment to the Cemetery Commission shall have an interest in the history and preservation of cemeteries and/or knowledge of interments.

Article 3.
Cemetery Commission Meetings

3.1 **MEETINGS.** The meetings of the Cemetery Commission shall be held on the third Tuesday of each month at 9:00 am or at such other time as may be set by the Commission and will be held at the Villa Rica Public Library located at 869 Dallas Highway, Villa Rica, Georgia, or such other place as designated by the City Clerk. The Chair shall have the power to call Special Meetings of the Commission as may be necessary by giving at least 48 hours-notice of such special meetings.

3.2 **NOTICE.** Written or electronic notice of meetings of the Cemetery Commission stating the place, date and hour of the meeting shall be mailed or electronically delivered to the commissioners not less than seven (7) days before date of the meeting.

3.3. **ATTENDANCE.** Commissioners are required to attend meetings and shall notify the City Clerk if unable to attend. Any commissioner missing three scheduled meetings shall be contacted by the City Clerk, regarding the absentee's desire to continue to serve

3.4 **QUORUM.** A quorum shall consist of four (4) voting Commission members, and is required for the purpose of transacting all business of the Commission at any regularly scheduled meetings of the Cemetery Commission.

3.5 **OPEN MEETINGS.** Public notice of Cemetery Commission meetings shall be provided in accordance with the provisions of the Georgia Open Meetings "Act". All Cemetery Commission meetings shall be open to the public.

Article 4.
Committees

4.1 **COMMITTEES**. The Cemetery Commission may establish and appoint ad hoc committees for a particular purpose as necessary. Committees shall consist of not less than three (3) members and shall appoint one chairperson.

Article 5.
Amendments

5.1 **AMENDMENTS.** The Bylaws may be amended by the Cemetery Commission but must be presented to the City council for approval. Amendments to the Bylaws are not effective until approved by the City Council.

CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 10.01 – Historic Preservation Ordinance Contained in City of Villa Rica Zoning Code

CITY COUNCIL AGENDA DATE: July 13, 2021

DATE: June 15, 2021

PREPARED BY: David Mecklin, City Attorney

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

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 5(n) of Section 10.01 of the Villa Rica Zoning Code is a part of the City's Historic Preservation Ordinance. In accordance with State mandated law the current appeals provision states that the Villa Rica City Council may approve, modify, or reject determinations made by the Villa Rica Historic Preservation Commission with regard to Certificates of Appropriateness. The purpose of this proposed amendment is to define the procedure through which the Council may determine whether or not an abuse of discretion has occurred.

BACKGROUND: The Villa Rica Historic Preservation Ordinance provides for a process for the Historic Preservation Commission to make determinations concerning the appropriateness of modification to structures deemed to be historic in Villa Rica. According to State guidelines, the City is required to have an appeals process through which persons adversely affected by any determination of the Commission can appeal to the City Council. In hearing those appeals the City Council must determine whether the Commission has abused its discretion in reaching its decision. As the ordinance is currently written there is no procedure for the Council to follow in making that determination. This proposed amendment allows the Council, in its discretion, to conduct a de novo review of the facts and circumstances leading to the decision of the Historic Preservation Commission. Upon hearing those facts and circumstances the Council may, but shall not be required to, determine that the Historic Preservation Commission abused its discretion in making its decision.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment in order to provide better guidance to the Council on the procedure to be followed in the appeal of the decision of the Historic Preservation Commission.

PLANNING COMMISSION: This proposed amendment will be submitted to the Planning Commission at its next regularly scheduled meeting.

MOTION: I move to approve the proposed amendment to Section 10.01(5)(n) of the City of Villa Rica Zoning Ordinance – Historic Preservation Ordinance – as attached hereto.

i) The Commission shall keep a public record of all applications for Certificates of Appropriateness, and or all the Commission's proceedings in connection with said application.

m) Acquisition of Property:

i) The Commission may, where such action is authorized by the Villa Rica City Council and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, to the property or any interest therein.

n) Appeals:

i) Any person adversely affected by any determination made by the Commission relative to the issuance or denial of a Certificate of Appropriateness my appeal such determination to the Villa Rica City Council. Any such appeal must be filed with the Villa Rica City Council within fifteen (15) days after the issuance of the determination pursuant to *Section 11.11 - Administrative Appeals Procedure* of this Ordinance or, in the case of a failure of the Commission to act, within fifteen (15) days of the expiration of the forty-five (45) day period allowed for the Commission action. Appeals for properties within the City of Villa Rica shall be made to the Villa Rica City Council. The Villa Rica City Council may approve, modify, or reject the determination made by the Commission, if the governing body finds that the Commission abused its discretion in reaching its decision. In order to evaluate an appeal based on an asserted abuse of discretion the Council may but shall not be required to conduct a de novo review of the determination. Appeals from decisions of the Villa Rica City Council may be taken to the Superior Court of Carroll or Douglas Counties County in the manner provided by law for appeals from conviction for the City of Villa Rica ordinance violations.

6) MAINTENANCE OF HISTORIC PROPERTIES AND BUILDING AND ZONING CODE PROVISIONS

a) Ordinary Maintenance or Repair:

i) Ordinary Maintenance or repair of any exterior architectural or environmental feature in or on a historic property to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a Certificate of Appropriateness.

b) Failure to Provide Ordinary Maintenance or Repair:

i) Property owners of historic properties or properties within historic districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. The Commission shall be charged with the following responsibilities regarding deterioration by neglect.

(1) The Commission shall monitor the condition of historic properties and existing buildings in historic districts to determine if they are being allowed to deteriorate by neglect. Such conditions as broken windows, doors and exterior openings which allow the elements and vermin to enter, or the deterioration of a buildings structural system shall constitute failure to provide ordinary maintenance or repair.

(2) In the event the Commission determines a failure to provide ordinary maintenance or repair, the Commission will notify the owner of the property and set forth the steps which need to be taken to remedy the situation. The owner of such property will have thirty (30) days in which to do this.

(3) In the event that the condition is not remedied in thirty (30) days, the owner shall be punished as provided in *Chapter XII: Violations and Enforcement* of this Ordinance and, at the direction of the Villa Rica City Council; the Commission may perform such maintenance or repair as is necessary to prevent deterioration by neglect. The owner of the property shall be liable for the cost of such maintenance and repair performed by the Commission.

CITY OF VILLA RICA

City Council Packet

SUBJECT: Resolution of support for the City's application for the Georgia Initiative for Community Housing (GICH) program

CITY COUNCIL AGENDA DATE: July 13, 2021

PLANNING COMMISSION DATE: N/A

DATE: **June 18, 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

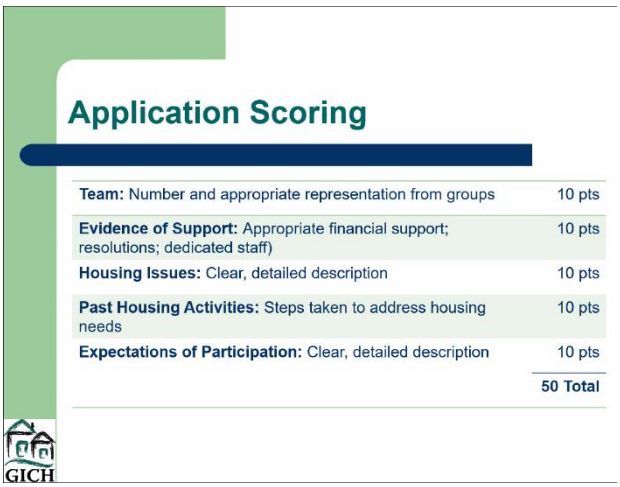
PUBLIC HEARING: No

PURPOSE: We are seeking a Resolution of Support from the Villa Rica City Council for our application to the Georgia Initiative for Community Housing (GICH) program administered through the University of Georgia Carl Vincent Institute and the Georgia Department of Community Affairs.

BACKGROUND: The Georgia Initiative for Community Housing (GICH) offers communities a three-year program of collaboration and technical assistance related to housing and community development. The objective of the initiative is to help communities create and implement a locally based plan to meet their housing needs. The Archway Partnership, Carl Vinson Institute of Government, and UGA Extension provide in-kind support, and the program is partially funded by a USDA Rural Development RCDI grant.

The technical expertise provided through the Georgia Initiative for Community Housing would provide highly technical assistance and a framework to develop a plan for neighborhood stabilization and a means for implementation through community partnerships. The City of Villa Rica and its community partners will benefit through the qualification of additional points from the GICH designation in grant applications, not limited to LIHTC, CHIP, CDBG and other opportunities related to housing and infrastructure needs in lower-income areas of the city.

STAFF RECOMMENDATION: GICH Scoring criteria is as follows:



The Resolution is considered as a critical part of the Evidence of Support for the City's GICH application.

We've done an effective job at identifying Community Housing Team members, and I believe we will score well in that area.

Our focus for housing issues was well articulated in the Letter of Intent, and the narrative that accompanies the application.

Past housing activities, we may have to work on, and expectation of participation I think I can cobble something together with my past executive housing management experience (affordable infill and owner-occupied housing rehabilitation).

IMPACT: A Resolution of Support is required for scoring in the GICH application process. Without it, the City will likely not score high enough for consideration for the project.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION: I move to APPROVE the Resolution of Support for the City's application for the Georgia Initiative for Community Housing program.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE DESIGNATED STAFF OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO PARTICIPATE IN THE GEORGIA INITIATIVE FOR COMMUNITY HOUSING PROGRAM, A PROGRAM ADMINISTERED BY THE CARL VINCENT INSTITUTE OF THE UNIVERSITY OF GEORGIA.

WHEREAS: The Georgia Initiative for Community Housing (GICH) offers communities a three-year program of collaboration and technical assistance related to housing and community development. The objective of the initiative is to help communities create and implement a locally based plan to meet their housing needs. The Archway Partnership, Carl Vinson Institute of Government, and UGA Extension provide in-kind support, and the program is partially funded by a USDA Rural Development RCDI grant.

WHEREAS: The City of Villa Rica, Georgia anticipates continued population growth over the next decade and beyond, and needs to forecast future housing demand while assessing current housing conditions for existing residents; and

WHEREAS: The technical expertise provided through the Georgia Initiative for Community Housing would provide highly technical assistance and a framework to develop a plan for neighborhood stabilization and a means for implementation through community partnerships; and

WHEREAS: The City of Villa Rica and its community partners will benefit through the qualification of additional points from the GICH designation in grant applications, not limited to LIHTC, CHIP, CDBG and other grants addressing housing and infrastructure needs in lower-income areas of the city;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that designated City Staff is hereby authorized to execute the necessary documents to make an application to participate in the Georgia Initiative for Community Housing.

So Resolved, this the 13th day of July, 2021.

_____

Mayor Date

_____

Clerk Date

GICH Impact in Georgia

Since 2005, 71 communities have participated on local housing planning teams and have directly benefited from the program.

"As part of the City of Auburn's strategic plan, we joined the program to better understand our housing needs through an assessment. The team we put together was a community build-ing experience in and of itself. We planned and toured and learned together. Our community assessment showed the need for affordable housing for our senior citizens. Although it took two years, we now have senior apart-ments that fit right in with our city. The entire city has benefitted from the GICH experience - our planning department, our codes and enforcement officer, our team. This is a vital program to all cities."

– Mayor Linda Blechinger, *City of Auburn*

Partners

Georgia Municipal Association

Georgia Department of Community Affairs

Wells Fargo

College of Family and Consumer Sciences
UNIVERSITY OF GEORGIA

Housing and Demographics Research Center

Public Service & Outreach
UNIVERSITY OF GEORGIA

Founding Sponsor

Georgia Power

The UGA Archway Partnership, UGA Carl Vinson Institute of Government, and UGA Extension provide in-kind support. In 2018, the program was partially funded by the Wells Fargo Foundation and the USDA Rural Development RCDI grant.

© May 2011; revised May 2019

EQUAL HOUSING OPPORTUNITY

Georgia Initiative for Community Housing

Helping Your Community Meet Its Housing Needs

What is the program?

GICH helps communities improve their quality of life and economic vitality through the development of locally-driven housing and revitalization strategies. This is acheived through:

- Technical assistance
- Collaboration
- Expert presenters
- Training
- Facilitation
- Consensus building
- Networking
- Mentoring

During the three-year program of technical assistance and cross-community sharing, participating community housing teams will:

- Attend biannual retreats with other participating communities
- Identify issues and needs, available resources, and potential obstacles
- Develop new ideas about meeting local housing needs and enhancing community development
- Learn about best practices and available resources and funding for housing and community development
- Produce a community strategic housing plan with measurable goals
- Begin implementation of the action plan

Visit the website:
www.fcs.uga.edu/fhce/gich

What is the program participation timeline?

April	Application posted online
May	View informational webinar
June	Visit exhibit booth & submit Letter of Intent to apply
July	Submit written application
August	Site visits to finalist communities
October	Selection announcement
February & September	Attend biannual retreats (selected communities)

What must interested communities do?

- Begin identifying potential team members
- Meet to discuss housing issues and needs
- Request GICH overview/presentation
- Review online application and other infor-mation at www.fcs.uga.edu/fhce/gich

For more information contact us at gich@uga.edu or 706-542-4949

Local GICH Initiatives

The following are some examples of initiatives that have been undertaken by communities as a result of their participation in GICH:

- Targeted a distressed neighborhood for revitalization
- Developed multi-family tax credit apartments; redevelop a failed subdivision
- Revised out-dated codes and ordinances; adopt new ones
- Increased code enforcement; remove or demolish abandoned or dilapidated homes
- Created a Land Bank Authority or Community Land Trust
- Obtained first CDBG and CHIP grants; developed a rehabilitation program; provided housing counseling and down payment assistance; completed sewer/water infrastructure improvements
- Wrote and adopted an Urban Redevelopment Plan; created a Redevelopment Authority; obtained Opportunity Zone and/or Revitalization Area Strategies designations
- Conducted a housing assessment and windshield survey
- Partnered with Habitat for Humanity, Rebuilding Together, Work Camp, churches, and others
- Convened neighborhood clean-up days; establish neighborhood watch programs
- Launched an education/public awareness campaign

GIL MCDOUGAL, MAYOR
CITY COUNCIL:
MICHAEL YOUNG, MAYOR PRO TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
DANY CARTER
MATT 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

June 11, 2021

Mr. Jermaine Durham
Assistant Professor of Housing and Community Development
University of Georgia
300 Carlton St.
Athens, GA 30602

Dear Mr. Durham,

This correspondence is intended to serve as out Letter of Intent to apply for participation in the 2022 Georgia Initiative for Community Housing Cohort. We have had numerous discussions about housing in our community, especially centered around our current Livable Centers Initiative program (through the Atlanta Regional Commission). We adopted a new zoning ordinance in 2020 which encourages smaller lot infill housing development, and have contemplated future housing initiatives in collaboration with other community partners.

I myself have had several years of involvement as a former housing authority executive and consultant in leveraging HOME and FHLB funds to accomplish community housing programs – we had great success working with the Calhoun Housing Authority, and I believe that the City of Calhoun is a GICH alumni. I hope to bring that success and experiences to our future housing initiatives in the city of Villa Rica.

We have three primary target areas in our city that are suffering from disinvestment, decline, and economic instability – those areas general identified as Anderson/Cleghorn, Thomas Dorsey, and Fullerville. These areas are predominantly lower-income, predominantly rental, and have opportunities for housing rehabilitation, and investment in new infill housing. Of course, this will all be established in a more structured model during our participation in the GICH program.

I will serve at the City's primary contact for the GICH program. My contact information is as follows:

Chris Montesinos, AICP
Deputy Community Development Director
City of Villa Rica, GA
cmontesinos@villarica.org
(678) 840-1237

I look forward to working with you and your team, and I think you will find our lineup of GICH participants to be adequately selected to bring the best resources and talents for a successful GICH program here in Villa Rica, Georgia.

Respectfully submitted,

Chris Montesinos, AICP
Deputy Director
Department of Community Development
City of Villa Rica, Georgia

HOUSING CRISIS LOOMS IN VILLA RICA

INVENTORY – There is a tremendous disparity in community housing between Villa Rica's central core compared to the city as a whole. The central core refers to the residential districts north of I-20, and do not include the Mirror Lake subdivision, and smaller planned neighborhoods south of I-20. To start, Villa Rica's housing inventory grew at a pace of eleven (11%) percent between 2010 and 2020, compared with a much more sluggish four (4%) percent on the central core during the same timeframe.

HOUSING OCCUPANCY AND VACANCY RATES – Villa Rica and Carroll County record vacancy rates at around ten (10%) percent, with Douglas County's rates hover around seven (7%) percent. By contrast, the vacancy rate of the central core is an astounding eighteen (18%) percent. A chronically high vacancy rate may suggest insufficient housing demand in the market, or that the existing supply is functionally inadequate in meeting existing demand due to its quality, age, size, or some other characteristic. The vacancy rates may reflect older or uninhabitable homes, particularly in the city's central core. Much of the City's older housing stock is inter-generationally owned, meaning that homes are passed down between the generations rather than changing hands via sale. Among vacant units in the central core between 2015 and 2019, seventy-one (71%) percent of units were classified as "other vacant," a category which includes units vacant due to ongoing repairs, personal or family reasons, probate, foreclosure, abandonment, or other reasons.

HOUSING AFFORDABILITY - During the 2013-2017 period, sixty (60%) percent of households in the central core were low-income, very low-income, or extremely low-income by regional standards. Over this period, data indicates that forty-four (44%) percent of homeowners in the central core were Moderately House Cost Burdened, a term used to describe households that spend between thirty (30%) and fifty (50%) percent of their incomes on housing costs. Lower-income households may be opting for ownership over renting because owning is more affordable—or at least not much more expensive—than renting in this market. If the monthly costs of renting are similar to those of owning, households may choose to take on homeownership to build wealth and enjoy greater stability. Family-age adults and seniors, fast-growing age groups in Villa Rica, are especially likely to value the stability of owning over the ease of mobility offered by renting. However, tight lending markets may make ownership difficult for first-time owners and seniors on fixed incomes who may lack the resources to afford a mortgage down payment.

FOR-SALE MARKET – Villa Rica recorded strong, steady growth in home sale prices throughout the long economic recovery from the Great Recession. Between February 2012 and November 2020, the median sale price for a single-family home in Villa Rica increased from $74,000 to $234,000, an increase of two-hundred eighteen (218%) percent or compound annual growth of fourteen (14%) percent. The sale price trends are not quite as clear for townhomes which, because of their relatively small inventories in the city, lack representative and reliable sales data. Regionally, townhomes outpaced single-family homes in sale price growth, recording a sixteen (16%) percent compound annual growth rate between February 2012 and November 2020 – in contrast to the fourteen (14%) percent compounded annual increase for single-family homes. With a February 2020 median home price of $238,950, households earning more than eighty (80%) percent of Area Medium Income (AMI) should be able to afford a home in Villa Rica. However, as relatively low home prices bring in new residents from around the region, prices may increase above the means of local households. In addition, households in the lower income ranges may

not have sufficient resources to supply a down payment on a mortgage, potentially impeding their abilities to qualify for homeownership opportunities.

FOR-RENT MARKET – Villa Rica has nine-hundred seventy-four (974) multifamily rental units across ten (10) market-rate or mixed-income properties. Villa Rica's multifamily rental market shows robust signs of demand. In the fourth quarter of 2020, Villa Rica reported a higher average asking rent, steeper year-over-year rent growth, and a lower vacancy rate than both Carroll and Douglas counties. The City's average asking multifamily rent was $1,233 per month, more than ten (10%) percent higher than the average a year earlier. Over that same year, the City's vacancy rate contracted from 4.4 percent to 2.7 percent, which is the lowest vacancy rate recorded in Villa Rica since 2006. With a Q4 2020 average asking rent of $1,233 citywide, households earning between fifty (50%) and eighty (80%) percent of Area Median Income should be able to afford a rental unit in Villa Rica. If vacancies remain low, asking rents could increase to unaffordable levels.

NEW DEVELOPMENT – Villa Rica's recent surge in rental demand is confronting a multifamily rental supply that has not significantly expanded since Hawthorne at Mirror Lake was delivered in 2005 and expanded in 2019. This dynamic has contributed to the tight vacancies and increasing rental rates. The central core in Villa Rica has several rental housing projects in the pipeline, including Walton Trail, a 90-unit low-income senior housing development, and Arbours at Villa Rica, a 192-units market and income qualified multifamily development. Approximately five-hundred fifty (550) additional multifamily units are proposed outside the central core. Another senior living community, Avemore Village, will include over approximately three-hundred-fifty (350) market-rate multifamily units alongside single-family homes, retail, and a facility offering independent living, assisted living, memory care, and skilled nursing. Of concern is that of the approximately seven-hundred sixty-five (765) net new units proposed, three-quarters would be subject to occupancy restrictions based on age or income. Developers' focus on the affordable and senior market segments is understandable given Villa Rica's income profile and the considerable growth in the senior population, both locally and regionally, over the past decade. If restricted units do not alleviate rental pressures, developers may pursue additional market-rate general occupancy rental projects. The current housing development projected is certain to fall short of demand in market-rate rentals, and entry and step-up markets for single-family detached homes.

Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2021 Main Street staff training (Georgia Downtown Conference)
AGENDA DATE: 7.13.21

DATE PREPARED: 6.17.21
PREPARED BY: Janet Chumley

AMOUNT: $2,352.40
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, the 2020 in person trainings/conference were moved to virtual. In 2021, most conference trainings are going back to in person. The Georgia Municipal Association announced on June 4, 2021 they would move forward with hosting the Annual Georgia Downtown Conference in-person. The conference will be held August 16-20, 2021 in Young Harris, GA.

NOTES: The fees below are for the Main Street Manager and Main Street/Tourism Coordinator to attend this conference in-person:

Main Street Manager:
A. Conference fee $375
B. Per diem $139.00
C. Mileage $151.20
D. Lodging $636.00

Main Street/Tourism Coordinator:
A. Conference fee: $125
B. Per diem: $139.00
C. Mileage: $151.20
D. Lodging: $636.00

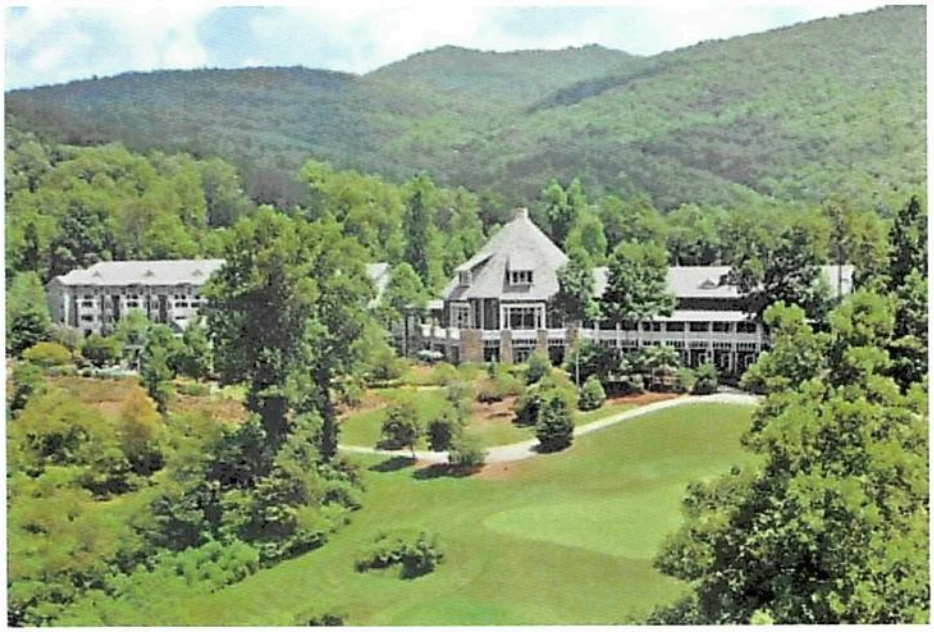
*Total cost to attend the 2021 Georgia Downtown Conference for Main Street Manager and Main Street/Tourism Coordinator to attend in-person: $2,352.40.

STAFF RECOMMENDATION: Staff recommends approving Main Street's staff training for the 2021 Georgia Downtown conference in the amount of $2,352.40 in an effort to retain our Main Street accreditation.

MOTION: I move to approve the Villa Rica Main Street's staff training for the 2021 Georgia Downtown Conference in the amount of $2,352.40 in an effort to retain our Main Street accreditation.

GEORGIA DOWNTOWN ASSOCIATION

Join us for the 2021 Georgia Downtown Conference
August 16-20
Brasstown Valley Resort



Registration is now OPEN, signup today!

REGISTER

2021 Conference Resources

- Schedule of Events
- Hotel Reservation Link or call 800-201-3205
- Conference Registration Form
- Sponsorship Form

- Exhibitor Registration Form

There is only one gathering in Georgia each year that brings together people who understand exactly what kind of work you do... the kinds of opportunities specifically available to a community like yours... the types of challenges you face and the creative ways to overcome them. It's the **Georgia Downtown Conference**. Nearly 20 sessions, tours, and networking events will be offered to assure you an enlightening conference experience. The Georgia Downtown Conference is designed to further educate individuals on issues affecting downtown development on a national and statewide level, reinforce existing downtown development efforts, and help plan for future initiatives. It is a conduit to promote downtown and economic development through public awareness, governmental relations, and education. The highlight of the conference will be the Georgia Downtown Awards Ceremony where the accomplishments of those organizations and individuals who have demonstrated outstanding achievement and improvement in Georgia's traditional downtowns will be celebrated.

Previous Georgia Downtown Conference Locations

2020 Virtual

2019 Jekyll Island

2018 Braselton

2017 Columbus

2016 Athens

2015 National Main Street Conference in Atlanta

2014 Decatur

2013 Savannah

2012 LaGrange

Georgia Downtown Association
201 Pryor Street, SW
Atlanta, GA 30303
Phone: (678) 686-6256
Fax: (678) 686-6356

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

Name: Janet Chumley Dept: Main Street

Course or Conference Title: Georgia Downtown Conference

Name of School/Association/Organization: Georgia Municipal Association

Date(s) of Training/Conference: Aug 16-20, 2021 Location: Young Harris, GA

Is this course a stated requirement in your approved job description (yes or no): Yes

Reason/Benefit of Course or Conference: To gain further knowledge and experience in planning downtown 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.

6.7.21

Employee Signature Date

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.*

Finance Department:

Purchase Order #:	
Date Check Needed:	

REQUEST FOR TRAINING & TRAVEL - PART II

Name	**Janet Chumley**
Department	**Main Street**

ZIP Code of Training/School	**30582**
IRS M&IE Rate	
Training/School Schedule	**2021 Georgia Downtown Conference**

	Date (xx/xx/xxxx)	*8/16/2021*	*8/17/2021*	*8/18/2021*	*8/19/2021*	*8/20/2021*		
	Day of Week (e.g. Monday)	*Monday*					**Totals**	Per Diem Total
Line 1	Breakfast	$ -	$ -	$ -	$ -	$ 13.00	**$ 13.00**	
Line 2	Lunch	$ 15.00	$ -	$ -	$ 15.00	$ 15.00	**$ 45.00**	**$ 139.00**
Line 3	Dinner	$ 27.00	$ 27.00	$ -	$ 27.00	$ -	**$ 81.00**	
Line 4	Lodging	$ 159.00	$ 159.00	$ 159.00	$ 159.00	$ -	$ 636.00	
Line 5	Registration	$ 325.00					$ 325.00	
Line 5	Other fees (parking, wifi, gas)	$ -	$ -	$ -	$ -	$ -	$ -	
	Estimated Miles (mapping)	135.0					135.0	Rate Per Mile
Line 6	Mileage Expense (POV Only)	$ 75.60	$ -	$ -	$ -	$ 75.60	**$ 151.20**	**$ 0.560**
	Estimated Cost (lines 1-6)	$ 601.60	$ 186.00	$ 159.00	$ 201.00	$ 103.60	**$ 1,251.20**	

NOTES: Lodging and registration fees were paid via Pcard ($1120)

Please make separate check payable to Janet Chumley in the amount of $290.20 for mileage and per diem.

Total Travel Advance ***$ 290.20***

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

Name: Shannon Gordon Dept: Main Street/Tourism

Course or Conference Title: Georgia Downtown Conference

Name of School/Association/Organization: Georgia Municipal Association

Date(s) of Training/Conference: August 16-20, 2021 Location: Young Harris, GA

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, 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 6-7-21

Employee Signature Date

6.7.21

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.*

Finance Department

Purchase Order #:	
Date Check Needed:	

REQUEST FOR TRAINING & TRAVEL - PART II

Name	Shannon Gordan
Department	Main Street

ZIP Code of Training/School	30582
IRS M&IE Rate	
Training/School Schedule	2021 Georgia Downtown Conference

	Date (xx/xx/xxxx)	*8/16/2021*	*8/17/2021*	*8/18/2021*	*8/19/2021*	*8/20/2021*		
	Day of Week (e.g. Monday)	*Monday*					Totals	Per Diem Total
Line 1	Breakfast	$ -	$ -	$ -	$ -	$ 13.00	$ 13.00	
Line 2	Lunch	$ 15.00	$ -	$ -	$ 15.00	$ 15.00	$ 45.00	$ 139.00
Line 3	Dinner	$ 27.00	$ 27.00	$ -	$ 27.00	$ -	$ 81.00	
Line 4	Lodging	$ 159.00	$ 159.00	$ 159.00	$ 159.00	$ -	$ 636.00	
Line 5	Registration	$ 125.00					$ 125.00	
Line 5	Other fees (parking, wifi, gas)	$ -	$ -	$ -	$ -	$ -	$ -	
	Estimated Miles (mapping)	135.0					135.0	Rate Per Mile
Line 6	Mileage Expense (POV Only)	$ 75.60	$ -	$ -	$ -	$ 75.60	$ 151.20	$ 0.560
	Estimated Cost (lines 1-6)	$ 401.60	$ 186.00	$ 159.00	$ 201.00	$ 103.60	$ 1,051.20	

NOTES: Lodging and registration fees were paid via Pcard ($761)

Please make separate check payable to Shannon Gordon in the amount of $290.20 for mileage and per diem.

Total Travel Advance ***$ 290.20***

Revised 6/14/2021

Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2021 Community Development Grant Application: Pet Jam Fundraiser Concert
AGENDA DATE: 7.13.21

DATE PREPARED: 6.4.21
PREPARED BY: Janet Chumley

AMOUNT: $ 1,820.00
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: Val Runyon is requesting $1,820.00 for the "Pet Jam Fundraiser Concert" to be held Saturday, October 23, 2021 at The MILL Amphitheater from 6 pm – 10 pm. This money will go towards helping Carroll County Animal shelter and Atlanta West Animal Hospital's in house stray fund.

STAFF RECOMMENDATION: Staff recommends awarding the 2021 Villa Rica Community Development Grant in the amount of $1,820.00 to Val Runyon for the "Pet Jam Fundraiser Concert" to be held Saturday, October 23, 2021 at The MILL Amphitheater from 7 pm – 10 pm.

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 in the amount of $1,820.00 to Val Runyon for the "Pet Jam Fundraiser Concert" to be held Saturday, October 23, 2021 at The MILL Amphitheater from 7 pm – 10 pm.

Villa Rica Community Development Grant Program

Section A: Applicant

1. Name of Organization: Mad Margaret/Doc Win Band

   Contact Person (if different than above): Val Runyon

2. Mailing Address: 2137 S. Van Wert Rd. Villa Rica Ga. 30180

3. Telephone Day: 678.346.6519 Evening: same

4. Email: valrunyon@gmail.com 5. FAX (optional):

6. Date of Tax-Exempt Number and date of Incorporation in Georgia: DEA Reg #BB0571667 Lic #Vet003473

7. Number of Years in City of Villa Rica: 40+ yrs

8. Have you ever received funds from the City of Villa Rica? Yes If Yes, most recent funding amount? 3yrs

   Were there any residual funds at the completion of the project? _____ If Yes, how much?

Section B: Project

1. Project Title: Pet Jam Fundraiser Concert

2. Scheduled Start and End Dates: Oct. 23 7-10 set up @ 6pm

3. Hours of Operation Each Day:

4. Amount Requested: $1820.00 5. Funds Disbursement Date:

Section C: Certification

Val Runyon — April 29, 2021

Signature of Authorized Official/Individual — Date

Val Runyon — PR Manager

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	Donated
Service	
Entertainment	Donated
Speakers	Donated
Transportation	
Hotels	
Equipment rental:	
Barriers x 2	20.
City Employee Wages x 2	260.
Security x2 7-10pm	320
Tables 21-8 ft 20- round	205
Tents x 20	500
Chairs x100	100
Concession	115
LED Signage/	1820.
Main Street Website	n/c

CITY OF VILLA RICA

City Council Packet

SUBJECT: Explore Georgia/TripAdvisor Marketing Co-op

CITY COUNCIL AGENDA DATE: July 13, 2021

DATE: June 29, 2021

PREPARED BY: Sharon Dupont

FISCAL IMPACT: None
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: 275-7540-572010
Tourism Product Development Funds

PURPOSE: To use Tourism Product Development funds to cover the cost of marketing co-op.

BACKGROUND: Explore Georgia/TripAdvisor Marketing Recovery Co-Op Tier 3. The co-op is a one to one match with a total value of $20,000. $10,000 net investment by Villa Rica, $10,000 provided by Explore Georgia.

STAFF RECOMMENDATION: Staff recommends using Tourism Product Development funding to cover the one to one match of the marketing co-op in the amount of $10,000.

IMPACT: This is a targeted ad campaign covering two audiences on TripAdvisor. Regional Travel Intenders will target travelers anywhere in the US looking at any region of Georgia on TripAdvisor. Travelers in Key Markets will target travelers in drive markets such as Tennessee and Alabama.

MOTION: I make a motion to approve using Tourism Product Development funds to cover the one to one match of the marketing co-op with Explore Georgia/Trip Advisor Marketing Recovery Tier 3 in the amount of $10,000.

Explore Georgia-Tripadvisor Recovery Marketing Co-op

With **463 million monthly active** users, presence in over **190 countries** and displayed in **28 languages**, Tripadvisor is the world's preferred travel guidance company. Tripadvisor provides the **scale** and **trust** to drive impactful awareness through high impact placements, powered by data to ensure relevance. Trusted by hundreds of destinations globally, Tripadvisor will put your message in front of travelers actively seeking to travel.

Timing

Informational Webinar:	May 17th, 11am Eastern
Open Date:	May 24th
Program Begins:	June 1
Program Ends:	December 31

		Ad Impressions	Ad Sizes	Targeting	Runs on	Reporting & Insights	Partner Investment	Explore Georgia Match	Total Value
Tier 1	Managed through Tripadvisor Media Manager	250,000	728x90, 300x250, 320x50*, ***or*** Native	Georgia Travel Researchers + travelers in key markets	Desktop, Tablet, and Mobile	Impressions, Clicks	$2,500	$2,500	**$5,000**
Tier 2	Managed through Tripadvisor Media Manager	500,000	728x90, 300x250, 320x50*, ***or*** Native	Georgia Travel Researchers + travelers in key markets	Desktop, Tablet, and Mobile	Impressions, Clicks	$5,000	$5,000	**$10,000**
Tier 3	Managed directly by Tripadvisor	1,025,000	728x90, 300x250, 320x50, 300x600 ***or*** Explorer Carousel	Regional Travel Researchers + travelers in key markets	Desktop, Tablet, and Mobile	Impressions, Clicks, Campaign Impact**	$10,000	$10,000	**$20,000**
Tier 4	Managed directly by Tripadvisor	2,630,000	728x90, 300x250, 320x50, 300x600 ***or*** Explorer Carousel	Regional Travel Researchers + travelers in key markets	Desktop, Tablet, and Mobile	Impressions, Clicks, Campaign Impact + Destination Site Trend Dashboard Access for 1 year**	$25,000	$25,000	**$50,000**
Tier 5	Managed directly by Tripadvisor	5,479,000	728x90, 300x250, 320x50, 300x600 ***or*** Explorer Carousel	Regional Travel Researchers + travelers in key markets	Desktop, Tablet, and Mobile	Impressions, Clicks, Campaign Impact + Destination Site Trend, Location & Property, Ratings & Reviews Dashboards Access for 1 year**	$50,000	$50,000	**$100,000**

** Tripadvisor can create banner ads for your campaign for a cost of $1000 for up to 3 sizes. Allow 2-3 weeks from receipt of assets for banner creation.*
*** Campaign Impact, Trends, Location, Property, Rating, and Reviews Dashboards are for DMO participants only.*

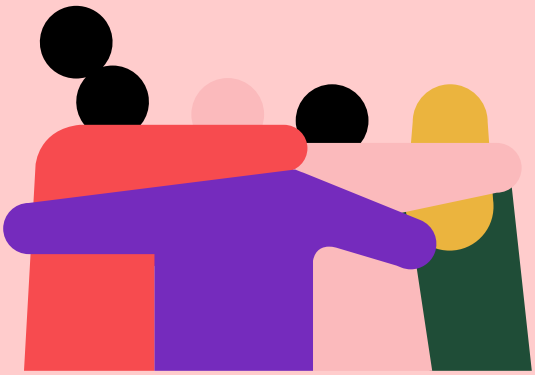
Explore Georgia-Tripadvisor Recovery Marketing Co-op

Please note:

Programs are based on a first-come, first-served basis.

All details subject to change. Ideas are the property of Tripadvisor.

Billing will be monthly.



Explore Georgia/Tripadvisor Marketing Recovery Co-Op
Tier 3 Opportunities/Signup

Thank you for participating! *This sheet is for participants in Tier 3 – the $10,000 net investment/$20,000 total value option only.* If you are participating at a different tier, please reach out to scaufield@tripadvisor.com for assistance.

Audiences

A targeted ad campaign reaching travelers on Tripadvisor in **two audiences**:

1) **Regional Travel Intenders** – travelers anywhere in the US looking at any region of the state on Tripadvisor
2) **Travelers In Key Markets** – geo-target travelers in key drive or fly markets of your choosing.

Creative

Two ad options available – Static Banners or a native ad unit, Explorer Carousel

1) Static Banners 728x90, 300x600, 320x50, 300x250 (Full specs here)
2) Explorer Carousel Logo, Text, Image (Full Specs Here)

Flight Dates

Your campaign can run consecutively at any time between June-December 2021. You can customize your campaign dates to any period of time within those months. *Your campaign **must** wrap before the end of 2021 in order to be eligible for the co-op.*

Next Steps

1) **Fill out this form to let us know who you are, when you'd like your campaign to run, and the audiences you'll want to reach**

2) **Within 2-3 business days, you'll receive a contract to sign and return via Docusign.**

3) **Send your Creative to scaufield@tripadvisor.com and sgilleo@tripadvisor.com, being sure to indicate the name of your business/organization in the subject line.**

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Drone – DJI Mavic 2 Enterprise Advanced

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $7,243.99

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To purchase an unmanned aircraft, commonly referred to as a drone, for use in search and rescue operations, locating wanted persons within a perimeter, recording/photographing crime scenes, and assisting in certain accident investigations.

BACKGROUND: Technology has advanced to a point where aerial surveillance and evidence collection has become available to local law enforcement agencies. VRPD currently has no drone, and we have had to rely on assistance from neighboring jurisdictions when needed. This depends on the use of their equipment and their operators, which can significantly delay response times during critical incidents.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase a Mavic 2 Enterprise drone package from Gresco for $7,243.99. The kit includes the aircraft, smart controller, 4 batteries, extra propellers, a charging hub, landing pad, protective case, and lens pen to clean the camera lenses. Gresco is a drone supplier located in Forsyth, Georgia. Their proximity to our city allows us to avoid shipping the equipment out of state should a service need arise.

IMPACT: Purchasing this item allows for more rapid deployment of aerial surveillance and evidence collection during critical incidents. Locating missing persons, apprehending criminal suspects, and evidence collection for prosecution are all enhanced through the addition of this equipment.

MOTION: I make a motion that we allow the police department to purchase a Mavic 2 Enterprise drone package from Gresco for $7,243.99.

Quote

Entered Date	Taken By	Customer #	Order #
6/10/21	jgra	10419	10165405-00

PO #	Page #
City of Villa Rica	1

Bill To	Ship To	Remit To
CASH-GRESCO UAS SALES 1135 Rumble Rd Forsyth, GA 31029-6350	CASH-GRESCO UAS SALES 1135 Rumble Rd Forsyth, GA 31029-6350	GRESCO PO BOX 932918 ATLANTA, GA 31193-2918

Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Small Parts	Best Way		Upon Receipt	ISGA / ISGA

Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	**DRK-MAVIC-2-ENT** Drone Kit - Mavic 2 Enterprise	1.00	EA	7,243.99	EA	7,243.99
1 Com 1	69582651-M2EA Mavic 2 Enterprise	1.00	each			
1 Com 2	6958265181153 Mavic 2 Enterprise	3.00	each			
1 Com 3	6958265174988 Mavic 2 Low Noise	2.00	each			
1 Com 4	6958265175749 Mavic 2 Battery Charging	1.00	each			
1 Com 5	HDLP2 Hoodman 2' Drone Launch	1.00	each			
1 Com 6	NMP-1-RU-DR LensPen Mini for	1.00	each			

1	**Lines Total**	**Total Order Quantity**	**1.00**	**Subtotal**	**7,243.99**
				Taxes	**0.00**
				Total	**7,243.99**

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Drone operator training and licensing - Skyfire

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $7,995.00

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To obtain training and necessary licensing for drone operations.

BACKGROUND: Drone operations must comply with a number of state and local laws. This includes licensing and administrative filings with regulatory bodies. In addition, obtaining pilot training and drafting agency policies for use of the equipment is key to successful operations. The selected vendor for this project is Skyfire Consulting. Their services will include filing the necessary document on the agency's behalf, assisting in policy creation, conducting classroom and hands-on pilot training, and advisement on other operational considerations.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase consultation services, document filing services, and training for 2 pilots from Skyfire at a cost of $7,995.00. Skyfire is based in Marietta, Georgia, and they have assisted numerous law enforcement agencies with these processes. Based on feedback received from some of the agencies utilizing their services, Skyfire has been very helpful in making their drone programs operational.

IMPACT: Securing these services will provide for Certificate of Authorization (COA) preparation and filing, Tactical Beyond Visual Line of Sight (TBVLOS)

waiver preparation and filing, SOP guidance, and a 2 day training course for the selected pilots.

MOTION: I move to allow the police department to secure the consultation, document filing, and pilot training services for drone operations from Skyfire Consulting for $7,995.00.

QUOTE

QUOTE NUMBER: 00000835

CREATION DATE: 05/27/2021
EXPIRES: 08/31/2021

PREPARED FOR:
Villa Rica Police Department
Steven Lujan

,
slujan@villarica.org

PREPARED BY:
Kyle Miller
kyle@skyfireconsulting.com

Product	List Price	Sales Price	Quantity	Total Price
Blanket COA Filing COA preparation, writing, and filing for Blanket COA process. Which includes the Public Declaration Letter (PDL) and Airworthiness statement. Blanket COA covers areas in class G airspace and is valid for all class G airspaces around the country. Night flight and flight over people included within rules of COA. For more information please refer to Skyfire's COA / 107 Guide or reach out to a Skyfire representative. COAs require renewal after 2 years. Optional renewal cost through Skyfire is $1,000.	USD $2,997.00	USD $1,997.00	1.00	USD $1,997.00
Tactical BVLOS Waiver TBVLOS Waiver, preparation, writing, and filing for either a Blanket or Jurisdictional COA. Filing to a second COA is an additional cost. Requires Blanket or Jurisdictional COA to be filed in conjunction with TBVLOS or COAs already obtained by department. Tactical BVLOS Waiver provides the ability for the PIC to fly beyond visual line of sight within certain parameters.	USD $4,447.00	USD $2,500.00	1.00	USD $2,500.00

400ft AGL hard ceiling, 1,500ft away from PIC, 50ft max height over obstacles. The process of adding TBVLOS to your COA, renews your COA. Renewal of TBVLOS will occur when your COA needs to be renewed. Renewal of your COA is optional through Skyfire.				
Regulatory Updates Email List Enrollment into ongoing communication via email from Skyfire regarding FAA regulatory changes in relation to UAS operations.	USD $100.00	USD $0.00	1.00	USD $0.00
COA Technical Support Skyfire is available for questions and technical support in regards to COA management. In the rare situation that we can not help, we will get you quickly connected with a FAA representative that can assist.	USD $0.00	USD $0.00	1.00	USD $0.00
UAS Program Development & Manual Development of operating documents and manuals to include COA specific procedures and limitations. Incorporation of agency SOPs and consultation. Program Manual includes but not limited to: Overview Operating Limitations and Requirements Operational Maps Operational and Mission Assessment Unmanned Aircraft System Operated by (Agency) Abnormal and Emergency Procedures Reporting and Currency Requirements	USD $2,997.00	USD $1,500.00	1.00	USD $1,500.00
2-Day Online / Skyfire Training Academy Basic Training Day 1: Online 8hr COA rules & regulations and/or Part 107 Training, covering the most challenging aspects of Part 107 test. Students must still study	USD $999.00	USD $999.00	2.00	USD $1,998.00

basic material to be prepared. Test is not included in cost. Part 107 Test prep books included per student. Day 2: Basic flight training at the Skyfire Training Academy.				
		Subtotal		USD $7,995.00
		Discount		0.00%
		Total Price		USD $7,995.00
		Tax		USD
		Grand Total		$7,995.00

Quote Acceptance Information

Signature

Name

Title

Date

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Cradlepoint mobile internet/data communications

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/24/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $XXXXXX.00

GL ACCOUNT #: 746-3210-542500

FUNDING SOURCE: Technology Fund

BUDGETED ITEM? No

PURPOSE: To equip each VRPD patrol vehicle with a Cradlepoint IBR600c mobile router which will operate on the AT&T FirstNet data system. This equipment allows enhanced speed, volume, and range of data upload/download from laptops and cameras in patrol vehicles.

BACKGROUND: Each VRPD patrol vehicle is equipped with a laptop computer that the officers use to handle work related tasks such as writing incident and accident reports, issuing citations, checking driver's licenses and vehicle registrations, and various other work tasks. We have historically used Verizon Mifi hot spots for this task, but have experienced issues with coverage and reliability. The AT&T FirstNet system gives bandwidth priority to first responders to overcome this problem. In addition, our current in-car video systems upload to a cloud based video server. The upload process requires the officers to be within a very short distance from the police department, perhaps within 100 yards. Converting to AT&T FirstNet increases the range of upload capability to areas even beyond the city limits, allowing quicker access to officer videos when the need for immediate information arises.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase 36 Cradelpoint IBR600c mobile routers from Hyperion. The initial equipment price is $480.00 per unit, totaling $XXXXXX.00. AT&T is providing a $300.00 service credit for each unit for a total service credit of $XXXXXX.00 which will be applied over the first four billing cycles. With these units operating on the AT&T FirstNet system, our officers will have priority space on the AT&T cellular network, specifically called Band 14 that is dedicated for first responders. This prevents delays in data access/communications when user volumes are high and also during a large critical incident when standard users may experience intermittent cellular service.

IMPACT: The ability of our officers to access time critical information is often imperative during an evolving incident. Delays in receiving information can slow decision-making as officers struggle to make informed decisions. Additionally, having the capability to upload video from dash and body cameras from remote locations can provide much needed information on an incident should a vehicle be disabled at a crime scene or other extended range location.

MOTION: I move to ratify the police department's purchase of 36 Cradlepoint IBR600c mobile routers to operate on the AT&T FirstNet system from Hyperion in the amount of $XXXXXX.00.

Hyperion Equipment & Services Quote Form

	Customer Information
Customer Name:	Villa Rica Police Department
Contact Name:	Scott Parker
Address:	101 Main Street
City:	Villa Rica
State:	GA
Zip:	30180
Contact Phone:	770-459-5149
Email Address:	sparker@villarica.org
Acct # (if applicable):	

	Hyperion Sales Representative Information
Name & Title:	Chip Frederking
Phone:	770-318-3829
Email Address:	tlp@hyperionpartners.net
	AT&T/FirstNet Sales Representative Information
Name & Title:	Andrew Whitaker
Phone:	404-213-6995
Email Address:	aw052k@att.com
Additional AT&T Contact	

QUOTE DATE:	Expiration Date:	Contract Vehicle:	Discounts: Accessory	Discounts: MRC
06/16/21	06/30/21	TBD	0%	0%

Equipment Options: Note Handset credit and promotions only apply per device with the purchase of an associated service plan

Qty.	Model	Suggested Retail Price	Activated Price	Service Credit	Net Equipment Cost After Service Credit	Equipment Subtotal
33	**Cradlepoint IBR600 c mobile Router with wifi (150Mbps modem) with 3 yea**		**$480.00**	($300.00)	$180.00	**$14,880.00**
0	**NetCloud IoT Essentials Plan**	$0.00	$0.00	$0.00	$0.00	$0.00
0		$0.00	**$0.00**	$0.00	$0.00	$0.00
0	Hardware billed directly by Hyperion at the Activated price of $480.	$0.00	$0.00	$0.00	$0.00	$0.00
0	$300 Service credit per unit applied by AT&T within four billing cycles.	$0.00	$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00	$0.00
33					**Subtotal for Equipment***	**$14,880.00**

Monthly Recurring Rate Plan Charges

Qty.	Rate Plan	MRC	0% MRC Discount	Net Price	Extended Monthly Price
			$0.00	$0.00	**$0.00**
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
0	SERVICES QUOTED AND BILLED DIRECTLY FROM AT&T / FirstNet	$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00

0		$0.00	$0.00	$0.00	$0.00
				**Subtotal for monthly recurring service	**$0.00**
				Enter number of months in contract	
				Total Services Charge for Term	

Implemntation				
Qty.	Model	Price	Discounted Price	Equipment Subtotal
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0			**Subtotal for Accessories**	**$0.00**

$14,880.00

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Flock Safety camera system

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $27,500.00

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To purchase and deploy 10 Flock Safety license plate reader surveillance cameras on primary roadways entering / departing the city limits.

BACKGROUND: Surveillance camera and license plate reader technology have become critical tools in the law enforcement industry for detecting and solving crimes. Both technologies are paired together in the Flock Safety camera system. The cameras operate 24/7, capturing and scanning the license plates affixed to passing vehicles. They system also allows for officers to search the camera database records for specific vehicles based on vehicle type, make, and color. Many neighboring jurisdictions have purchased and deployed these systems with great success, and VRPD has encountered a number of cases where the cameras would have likely produced key evidence in solving a crime.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase 10 Flock Safety cameras to deploy on roadways within the city limits. The cameras are $2,500.00 per unit, per year. There is an additional initial fee of $250.00 per camera to cover setup/install/shipping/handling. The final project cost for the first year would be $27,500.00, with a recurring annual cost of $25,000.00.

Flock Safety is the sole source for this equipment. In addition, this camera system is motion activated so it is even searchable for events such as pedestrians and bicycles. This is an enhanced capability over traditional license plate readers that only make a record of visible license plates. A number of other local jurisdictions have already successfully deployed these systems, and data sharing with those for the purpose of criminal investigations is an added function with this system.

IMPACT: The ability of the agency's officers to search a database that records vehicles entering and exiting the city along many major roadways enhances the solvability of cases to a new level. This would be an extremely valuable tool in solving burglaries, robberies, person crimes, as well as being alerted to persons with active warrants entering into the city.

MOTION: I move to allow the police department to purchase 10 Flock Safety cameras from Flock Safety for the cost of $27,500.00, with an on-going annual subscription fee of $2,500.00 per camera.

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Sharkfin antennae and installation of Cradlepoint

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $16,244.00

GL ACCOUNT #: 746-3210-542500

FUNDING SOURCE: Technology Fund

BUDGETED ITEM? No

PURPOSE: To equip each VRPD patrol vehicle with a sharkfin antenna capable of performing the needed data transfer for the cradlepoint data systems and installation of both the cradlepoints and sharkfin antennae into the vehicles.

BACKGROUND: Each VRPD patrol vehicle essentially works as a mobile office space for the officers. Being able to upload and download data via the internet and internal networks is necessary to complete their essential job functions. Installing cradlepoints operating on the AT&T FirstNet system work to that end. These systems require a special antenna to send and receive the data. ROK Brothers, Inc. is the supplier for the antennae. They will also complete the installation of both the antennae and cradlepoints in the vehicles. This project encompasses 31 patrol vehicles.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase 31 sharkfin antennae and installation of the equipment from ROK Brothers, Inc. The cost for 31 sharkfin antennae is $6,975.00. The cost to install the equipment in 31 patrol vehicles is $9,269.00. This results in a total cost of $16,244.00.

IMPACT: The officers' ability to access needed information in a timely manner and complete job related tasks within their vehicles increases their efficiency in the field. Professional installation of this equipment by a technician familiar with its operation is important to ensure it functions reliably in the field and is consistent in each vehicle.

MOTION: I move to ratify the police department's purchase of 31 sharkfin antennae and have the antennae & cradlepoints installed in their patrol vehicles by ROK Brothers, Inc. for the sum of $16,244.00.

ROK Brothers, Inc.
PO Box 381
Millersville MD
21108
United States
(800) 914-3334

Quote

#EST440

6/24/2021

Bill To

Captain Stephen Parker
Villa Rica
106 Temple Street
Villa Rica GA 30180
United States

Ship To

Captain Stephen Parker
Villa Rica
106 Temple Street
Villa Rica GA 30180
United States

TOTAL

$16,244.00

Expires: 7/24/2021

Expires	Sales Rep	Shipping Method
7/24/2021	Jesse J Carney	Free UPS® Ground

Quantity	Item	Options	Rate	Amount
31	**Installation**		$299.00	$9,269.00
31	**SH-IN2440** 5 in 1 Sharkfin Blk- Ftd Ext Cab		$225.00	$6,975.00

Subtotal	$16,244.00
Shipping Cost	$0.00
Tax	$0.00
Total	$16,244.00

EST440

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Request to Purchase John Deere Gator for the North Plant.

AGENDA DATE: July 13, 2021

DATE PREPARED: June 30, 2021
PREPARED BY: Pete Zorbanos

AMOUNT: $10,366.92 – On State Bid Contract
GL ACCOUNT #: 505-44330-542500
FUNDING SOURCE: Water/Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To purchase a John Deere Gator Model HPX615E for the North Plant.

BACKGROUND: A reliable utility vehicle is needed at the North Plant to assist personnel in daily operations and maintenance activities. This would provide a vehicle that is similar to the one that is used at the West Plant for the same purpose.

STAFF RECOMMENDATION Staff recommends approval to purchase a John Deere Gator, Model HPX615E from SunSouth, LLC in the amount of $10,366.92.

IMPACT. The vehicle will allow personnel to check on plant operations and conduct maintenance activities in a more flexible and expeditious manner.

MOTION: I move to approve the purchase of a John Deere Gator, Model HPX615E from SunSouth, LLC in the amount of $10,366.92.

Quote Id: 24766641

Prepared For:

Villa Rica Water

Prepared By: **Michael Hubbard**

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117

Tel: 770-838-9696
Fax: 770-834-6908
Email: mhubbard@sunsouth.com

Date: 29 June 2021

Offer Expires: 28 July 2021

JOHN DEERE

Quote Summary

Prepared For:
Villa Rica Water
GA
Home: 770-550-6099

Prepared By:
Michael Hubbard
SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
Phone: 770-838-9696
mhubbard@sunsouth.com

Quote Id:	24766641
Created On:	29 June 2021
Last Modified On:	29 June 2021
Expiration Date:	28 July 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
2021 JOHN DEERE GATOR™HPX615E (Model Year 2021) - 1M0615EAVMM041593	$ 12,269.00	$ 10,366.92	X	1	=	$ 10,366.92
SunSouth Service Guarantee		$ 0.00	X	1	=	$ 0.00
Equipment Total						**$ 10,366.92**

Quote Summary	
Equipment Total	$ 10,366.92
Referal Gift Certificate	$ 0.00
SubTotal	$ 10,366.92
Est. Service Agreement Tax	$ 0.00
Total	$ 10,366.92
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 10,366.92**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 24766641

2021 JOHN DEERE GATOR™HPX615E (Model Year 2021) - 1M0615EAVMM041593

Hours: 0

Stock Number: 306365

Suggested List
$ 12,269.00

Selling Price
$ 10,366.92

Code	Description	Qty	Unit	Extended
57G4M	2021 JOHN DEERE GATOR, HPX615E	1	$ 11,199.00	$ 11,199.00
	Standard Options - Per Unit			
001A	COUNTRY CODE- US/CANADA	1	$ 0.00	$ 0.00
0505	BUILD TO ORDER	1	$ 0.00	$ 0.00
1012	AT AGRESSIVE TREAD TIRES	1	$ 0.00	$ 0.00
2006	BENCHSEAT, GATOR YELLOW	1	$ 0.00	$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	$ 0.00	$ 0.00
3001	CARGO BOX,PAINT W/REFLECTORS	1	$ 0.00	$ 0.00
3120	PROP ROD KIT-XUV & HPX	1	$ 0.00	$ 0.00
4000	OPS W/ NET	1	$ 0.00	$ 0.00
4030	BLACK POLY ROOF	1	$ 470.00	$ 470.00
4249	LESS FRONT BRUSHGUARD	1	$ 0.00	$ 0.00
	Standard Options Total			**$ 470.00**
	Value Added Services			
	SunSouth Service Guarantee	1	$ 0.00	$ 0.00
	Value Added Services Total			**$ 0.00**
	Other Charges			
	Freight	1	$ 600.00	$ 600.00
	Other Charges Total			**$ 600.00**
	Suggested Price			**$ 12,269.00**
	Customer Discounts			
	Customer Discounts Total		**$ -1,902.08**	**$ -1,902.08**
Total Selling Price				**$ 10,366.92**

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Request for Engineering Services Identified as Addendum # 2 for Professional Services dated November 16, 2018 by P.C. Simonton & Associates, Inc. for the West Plant Influent Pumping Facility Modifications.

AGENDA DATE: July 13, 2021

DATE PREPARED: June 30, 2021
PREPARED BY: Pete Zorbanos

AMOUNT: $78,000.00
GL ACCOUNT #: 505-4115-541410
FUNDING SOURCE: GEFA
BUDGETED ITEM? Yes

PURPOSE: To engage P.C. Simonton & Associates, Inc. for engineering services for the West Plant Influent Pumping Facility Modifications**.**

BACKGROUND: The project is rehabilitation of influent manholes and installation of a new influent channel at the West Wastewater Treatment Plant, plus the installation of influent channel with a screen for pump protection. The plan will include rerouting influent force mains to accommodate flow, bypassing the structures during the coating and lining process, installing the screen, and making electrical improvements to accommodate the modifications. The work will be done while keeping the influent pumping station in operation or providing bypass pumping.

STAFF RECOMMENDATION Staff recommends approval to engage P.C. Simonton & Associates, Inc. for engineering services for the West Plant Influent Pumping Facility Modifications in the amount of $78,000.00.

IMPACT. Relining of the West Plant influent manholes will protect them from corrosion due to hydrogen sulfide and provide structural integrity. Also, with the addition of an influent screen, the influent pumps will be protected from detrimental debris and damage.

MOTION: I move to approve the engagement of P.C. Simonton & Associates, Inc. for engineering services for the West Plant Influent Pumping Facility Modifications in the amount of $78,000.00.

June 30, 2021

Mr Pete Zorbanos
Utilities Director
City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180
pzorbanos@villarica.org

Re: Addendum #2 to the Professional Services Agreement dated Nov. 16, 2018
West Plant Influent Pumping Facility Modification

Dear Mr. Zorbanos,

Attached is the contract attachment that would add the above referenced project to the existing agreement. I have also included a copy of that executed agreement for your reference. If the proposed attachment is acceptable, simply initial the attachment and return. Once we have the agreement updated, we will schedule an on-site investigation along with our electrical engineer to update the base site information and determine the electrical configuration and determine what electrical modifications are required.

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

Sincerely,
Simonton Engineering, LLC

Paul C. Simonton

Paul C. Simonton, P.E.
President

1050 Parkside Cmns, Suite 101, Greensboro, Georgia 30642
309 N. Main Street, Hinesville, GA 31313
Phone: (706) 454-0870 (912) 977-1502

Date: _____

ATTACHMENT A - DESCRIPTION OF PROJECT

PROJECT: City of Villa Rica West Plant modification

LOCATION: West Plant influent pump station rehabilitation and modification

LEGAL DESCRIPTION: N/A

OWNER: City of Villa Rica

The nature, character, OWNER'S objectives and limits of the proposed project are described as follows:

Addendum #2 to the professional services agreement dated November 16, 2018.

The project is rehabilitation of influent manholes and installation of a new influent channel at the West Wastewater Treatment Plant, plus the installation of influent channel with a screen for pump protection. The plan will include rerouting influent force mains to accommodate flow, bypassing the structures during the coating and lining process, installing the screen, and making electrical improvements to accommodate the modifications. The work will be done while keeping the influent pumping station in operation or providing bypass pumping.

INITIALS OF SIGNATORIES: _____ _____

For the ENGINEER For the OWNER

DATE: _____ _____

Date: _____

ATTACHMENT B - SCOPE OF SERVICES

The scope will include the Initial Site Meeting to discuss the scope and preferences for the project, develop a schedule for purchase and installation, development of plans, specifications and bid documents, preparation of Design Guide to accompany plans for submittal to EPD, assistance with bidding, shop drawing review, contract administration and construction inspections. This scope will also include any electrical modifications required to power the new screen.

INFORMATION TO BE FURNISHED BY THE OWNER:

All available documents concerning right-of-way easements, available utility, wastewater treatment plant plans and assistance in locating existing facilities.

The ENGINEER'S services enumerated above shall be completed within 200 working days following receipt by the ENGINEER of a fully executed copy of the Agreement..

INITIALS OF SIGNATORIES:	_____	_____
	For the ENGINEER	For the OWNER
DATE:	_____	_____

Date: _____

ATTACHMENT C - COMPENSATION

1. METHOD OF COMPENSATION

Compensation shall be:

Fee for Initial Site Meeting to discuss the scope and preferences for the project, Development of Plans, Specifications and Bid Documents, Preparation of Design Guide to accompany plans for submittal to EPD (6% of const cost) $48,000.00

Assistance with bidding, shop drawing review and construction inspections (estimated based on 4% of Const Cost) $30,000.00

Construction Administration and Inspection fee may be more or less dependent upon the needs of the owner.

Should additional work be requested by the OWNER other than those services provided in Attachment "B", and hourly compensation is the preferred method, compensation will be at the following rates.

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Principal Engineer (Registered)	$150.00 per hour
Project Engineer	$115.00 per hour
Landscape Architect (Registered)	$90.00 per hour
Engineering Designer	$80.00 per hour
CAD Technician	$50.00 per hour
Survey Crew	$120.00 per hour
Construction Inspector	$55.00 per hour
Clerical	$45.00 per hour
Mileage	$0.55 per mile

Or a fee proposal will be prepared and presented for review and approval.

2. INVOICE PROCEDURE

The ENGINEER shall submit invoices to the OWNER for charges for the work accomplished during each calendar month. Such invoices shall be submitted by the

ENGINEER as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the OWNER upon receipt.

INITIALS OF SIGNATORIES:	_____	_____
	For the ENGINEER	For the OWNER
DATE:	_____	_____

2018-120 (12)

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into the 16TH day of Nov, 2018, by and between City of Villa Rica, hereinafter referred to as the OWNER, and P.C. SIMONTON & ASSOCIATES, INC., hereinafter referred to as ENGINEER.

WITNESSETH:

WHEREAS, the OWNER proposes to do certain work towards accomplishment of the project described in Attachment A; and

WHEREAS, the OWNER desires to engage the ENGINEER to perform certain professional services pertinent to such work in accordance with the Agreement; and

WHEREAS, the ENGINEER desires to provide such professional services in accordance with this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

The relationship of the ENGINEER to the OWNER will be that of a professional consultant (independent contractor), and the ENGINEER will provide the professional and technical services required under this Agreement in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services under the same or similar circumstances and conditions. ENGINEER makes no warranties, expressed or implied, with respect to the services rendered hereunder.

II. PROFESSIONAL AND TECHNICAL SERVICES

It shall be the responsibility of the ENGINEER to work with the OWNER and apprise him of solutions to Engineering problems and the approach or technique to be used

towards accomplishment of the OWNER'S objectives as set forth in Attachment "A". The scope of services to be provided to accomplish the OWNER'S objective is set forth in attachment "B", subject, however, to the inclusion of additional services as provided in IV. C.

III. PERIOD OF SERVICE

A. The Engineer will begin work promptly after receipt of the Notice to Proceed, or execution of the CONTRACT.

B. If the ENGINEER'S services called for under this Agreement are delayed for reasons beyond the ENGINEER'S control, the time of performance shall be adjusted appropriately, and, if such delays shall cause the services under this Agreement to continue for a period beyond June 1, 2019, the fees contained in Attachment "C" shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the ENGINEER under this Agreement are and remain the property of the ENGINEER as instruments of service. Where such documents are required to be filed with governmental agencies, the ENGINEER will furnish copies to the OWNER upon request.

B. The OWNER may, obtain a set of reproducible copies of any maps, and/or drawings prepared for him by the ENGINEER, in consideration of which the OWNER agrees that no additions, deletions, changes or revisions shall be made to same without the express written approval of the ENGINEER.

C. OWNER may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or

represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. Notwithstanding that specific services are enumerated in Attachment "B", the ENGINEER will upon written request of the OWNER, provide any and all other Engineering and Planning consulting services normally falling within the scope of the Consultant that are required to complete a project of the type as described in Attachment "A"; provided however, that such additional services shall result in extra compensation to the ENGINEER, as provided in Attachment "C". It is understood and agreed that if such additional services are requested, the agreement shall be considered as a continuing contract with respect thereto.

E. The OWNER hereby acknowledges that estimates are not to be construed as a promise to design facilities within a cost limitation.

F. It is understood and agreed that the ENGINEER'S services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the OWNER and ENGINEER describing the service desired and providing a basis for compensation to the ENGINEER.

G. Upon the ENGINEER'S written request, the OWNER will furnish or cause to be furnished such reports, studies, instruments, documents and other information as the

ENGINEER and OWNER mutually deem necessary and the ENGINEER may rely upon same in performing the services required under this agreement.

H. The OWNER represents that he is a political subdivision of the State of Georgia with the authority to engage the professional service described in Attachment "B" and to accept the obligation for payment for the services as described in Attachment "C".

I. The OWNER and the ENGINEER each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of the Agreement; and, neither the OWNER nor the ENGINEER will assign or transfer their interest in this agreement without written consent of the other.

V. PROVISION OF REMEDIES

A. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant shall jointly select the Mediation Service.

B. Termination: This Agreement may be terminated by either party by thirty days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the party through no fault of the terminating party. If the Agreement is terminated, the ENGINEER shall be paid in accordance with the provisions of Attachment "C" for all work performed up to the date of termination.

VI. COMPENSATION

The ENGINEER shall be compensated for all services rendered under this Agreement in accordance with the provision of Attachment "C".

VII. PROHIBITION AGAINST CONTINGENT FEE

A. The ENGINEER warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the ENGINEER any fee, commission, percentage, gift or any consideration, contingent upon or resulting from the award or making of the Agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and the employees are treated during employment during without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion or transfer; recruitment, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

IX. CONDITIONS:

A. WAIVER: A waiver on the part of ENGINEER or OWNER of any term, provision or condition of the Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

B. ENTIRE AGREEMENT: This Agreement, including any Exhibits and any addenda thereto, constitutes the entire Agreement between ENGINEER and OWNER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the Services set forth herein. This Agreement may be amended only by written instrument signed by both parties. The captions in the Agreement are for the convenience of the parties only and shall not constitute a part of the Agreement nor be considered interpretative thereof.

C. THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against ENGINEER.

D. WAIVER OF CONSEQUENTIAL DAMAGES ENGINEER and OWNER: waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business and business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

E. ASSIGNMENT: This Agreement shall be binding on the successors of the parties hereto. This Agreement shall not be assigned by either the ENGINEER or OWNER without first obtaining the written consent of the other party.

F. SEVERABILITY: Every paragraph, part, term, or provision of this Agreement is severable from others. If any paragraph, part, term, or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

G. NOTICES: Any information or notices required to be given in writing under this Agreement shall be given personal delivery, by overnight courier service or by certified mail (return receipt requested, postage prepaid), to the address of the respective Party set forth below, or to such other address for either Party as that Party may designate by written notice. Delivery shall be deemed effective upon receipt or failure to accept receipt in the case of personal delivery or delivery by overnight courier three days following deposit with the United States mail in the case of delivery by certified mail.

H. GOVERNING LAW: This Agreement shall be governed and interpreted pursuant to the laws of the state where the Project is located.

X. STANDARD OF CARE

The Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services under the

same or similar circumstances and conditions. The Consultant makes no warranties, whether expressed or implied, with respect to the services rendered hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made executed this Agreement upon the terms and conditions above stated on the day and year first above written.

ENGINEER:

P.C. Simonton & Associates, Inc.

By: _____

_____
Attest

Signed, sealed and delivered
this 30 day of Oct in
the presence of :

_____
WITNESS

_____
NOTARY PUBLIC

FERRIN K. ACKERMANN
NOTARY
Comm. Exp.
01/11/22
PUBLIC
COUNTY, GA

OWNER:

City of Villa Rica

By: _____

_____
Attest

Signed, sealed and delivered
this 16th day of Nov in
The presence of:

Tracey Carmichael
WITNESS

_____
NOTARY PUBLIC

KATHERSTEEN PHILLIPS
NOTARY
PUBLIC
SEPTEMBER 17, 2022
CARROLL COUNTY, GEORGIA

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Emergency Purchase for North Plant Aerator

AGENDA DATE: July 13, 2021

DATE PREPARED: June 30, 2021
PREPARED BY: Pete Zorbanos

AMOUNT: $109,147.00
GL ACCOUNT #: 322-4330-541440
FUNDING SOURCE: DSPLOST
BUDGETED ITEM? No

PURPOSE: To expedite the purchase of a new aerator for the North Plant.

BACKGROUND: The existing aerator is approximately 35 years old and has reached its useful life. Continuous costly repairs have been needed to keep it operational. Current repair or rebuild costs are 80 % of what a new one would be with a lengthy turn around time of 38-40 weeks. While this aerator has been out of service, floating aerators have been employed to deliver oxygen to the process. The floating aerators are not a long-term fix, and are not optimal because they do not have enough motive force to move the flow throughout the aeration tank.

STAFF RECOMMENDATION Staff recommends to approve the emergency purchase of a new 40hp aerator for the North Plant from Ovivo USA, LLC in the amount of $109,147.00.

IMPACT. Without the properly sized aerator to provide the required oxygen demand for the process and to provide the necessary motive force to move the flow throughout the aeration basin, the biological processes will be impeded and possibly create a situation where compliance cannot be achieved.

MOTION: I move to approve the emergency purchase of a new 40hp aerator for the North Plant from Ovivo USA, LLC in the amount of $109,147.00.

Worldwide Experts in Water Treatment

PROPOSAL

Q2021061701

17 JUNE 2021

NORTH WASTEWATER TREATMENT PLANT
VILLA RICA, GA

AREA REPRESENTATIVE

Echo-Tech
156 Hickory Springs Industrial Dr.
Canton, GA 30115
Dan Carter
(404) 822-3313

PREPARED BY

Daniel Kirby
Phone (801) 931-3177
Fax (801) 931-3090
Daniel.kirby@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

Pricing

ITEM	EQUIPMENT	ESTIMATED LEAD TIME	PRICE
I	Carrousel® System Equipment	*	$109,147.00

Alternate Adder/Deduct

ITEM	DESCRIPTION	PRICE
A	Remove SS extension plate and extend partition wall with concrete	$ N/A

DELIVERY

two (2) weeks

*Ovivo will submit drawings for approval within ~~**eight (8) weeks**~~ after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **Sixteen (16) weeks** after receipt of approved drawings from Purchaser.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I – CARROUSEL® SYSTEM EQUIPMENT

Ovivo USA, LLC is pleased to provide the following proposal to finish:

- One (1) 40 Horsepower LSA Aerator.

The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

AERATORS

Items Included, per aerator:

- One (1) 40 horsepower motor including:
  - 460 Volt, 3 phase, 60 hertz duty.
  - TEFC, totally enclosed fan cooled.
  - VFD duty rated.
  - Mill and chemical duty preparation.
  - Nominal 1800 rpm output.
  - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
  - Class F insulation.
  - Motor thermal protection device.
  - Motor space heater.
  - Premium efficiency.
- One (1) gearbox including:
  - 2.0 service factor (minimum).
  - Independent lower bearing.
  - Oil drain.
  - Mechanical oil pump.
  - Dip Stick.
  - Low oil Pressure switch.

  Note: The oil switch requires a separate control voltage circuit and relay timer to be supplied by others. The switch must be connected to maintain the warranty stated herein.
- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) adapter shaft (A36).
- One (1) surface aerator impeller (A36).
- One (1) surface partition wall extension plate (304SS). **(Remove if deduct A is selected)**
- One (1) mounting plate (A36).
- Assembly bolts (A325HDG).
- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

Additional Items Included:

- Spare parts included:
  - One (1) Reducer low oil cut-out switch.
  - One (1) Reducer high speed coupling.

Items NOT included (But not limited to the following)**:**

- Installation.
- **Jackstuds (utilize if size, condition and location permits).**
- Variable frequency drives (VFD).
- External Wiring and Conduit.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Field wiring/installation.
- Bridges, walkway, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants.
- Permits, fees, samples, testing.
- Liquidated damages.

Field Service:

Our proposal includes the service of a qualified service engineer for the following:

- Four (4) Days / Two (2) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

Surface Preparation and Paint:

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed one (1) coat(s) of Tnemec 161-1211 (3.0 to 5.0 Mils D.F.T). Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming and painting shall consist of a high quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

CLARIFICATION:

- **The size of the existing impeller and the mounting details were not provide at the time of creating the proposal. An impeller size of 90 inches was assumed. The concrete opening and jackstuds are assumed to work for the proposed equipment as well.**

- **The deduction is for removing the stainless steel extension plate. Extension of the partition wall is still required. Based on a 90 inch existing impeller the wall will need to be extended 6”. Minimum vertical extension is 3 feet above and 4 feet below the max water elevation.**

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **thirty (30) days** after date of bid opening, or upon Purchaser's acceptance of this proposal by **July 19, 2021**, whichever date is earlier. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent To Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready To Ship[1]	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

[1]This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month

or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage.

Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by July 19, 2021.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

COMMODITIES PRICE ESCALATION

We have recently, and in the past, experienced sharp increases in carbon steel, stainless steel, aluminum, and other metal prices in the North American and worldwide markets. To remain competitive, we will not attempt to cover all possible escalations from the date of our proposal to supply placement.

Due to these potential material cost increases, Ovivo may increase the price of the proposal or require additional payment in the form of a change order for such material increases based on the actual material cost at the time fabrication begins. Market incremental increases of <5% per annum will be covered by Ovivo if fabrication begins within 6 months of the date of the signed purchase order or contract.

Any price increase or additional payment to Ovivo shall be based on an industry-standard pricing measure or index for that particular commodity that accurately represents the market increase. The resulting cost impact shall be disclosed to the Buyer prior to fabrication. Ovivo will always endeavor to cover material cost increases to the extent possible.

Any additional duties and tariffs invoked after the date of the proposal will be added to the total proposed price.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

PURCHASE ORDER SUBMISSION

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC	Attn:	Amy Harrison / Dan Kirby
4246 Riverboat Road, Suite 300	Tel. #:	801-931-3000
Salt Lake City, Utah 84123	Email:	amy.harrison@ovivowater.com
		daniel.kirby@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.
The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions

OVIVO

Worldwide Experts in Water Treatment

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo Inc.,** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same maybe regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in U.S. measure and English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any Canadian patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the judicial courts located in Toronto, Canada.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – September 2020

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Purchase of North Plant Belt Press

AGENDA DATE: July 13, 2021

DATE PREPARED: June 30, 2021
PREPARED BY: Pete Zorbanos

AMOUNT: $319,850.00
GL ACCOUNT #: 322-4330-541440
FUNDING SOURCE: DSPLOST
BUDGETED ITEM? Yes

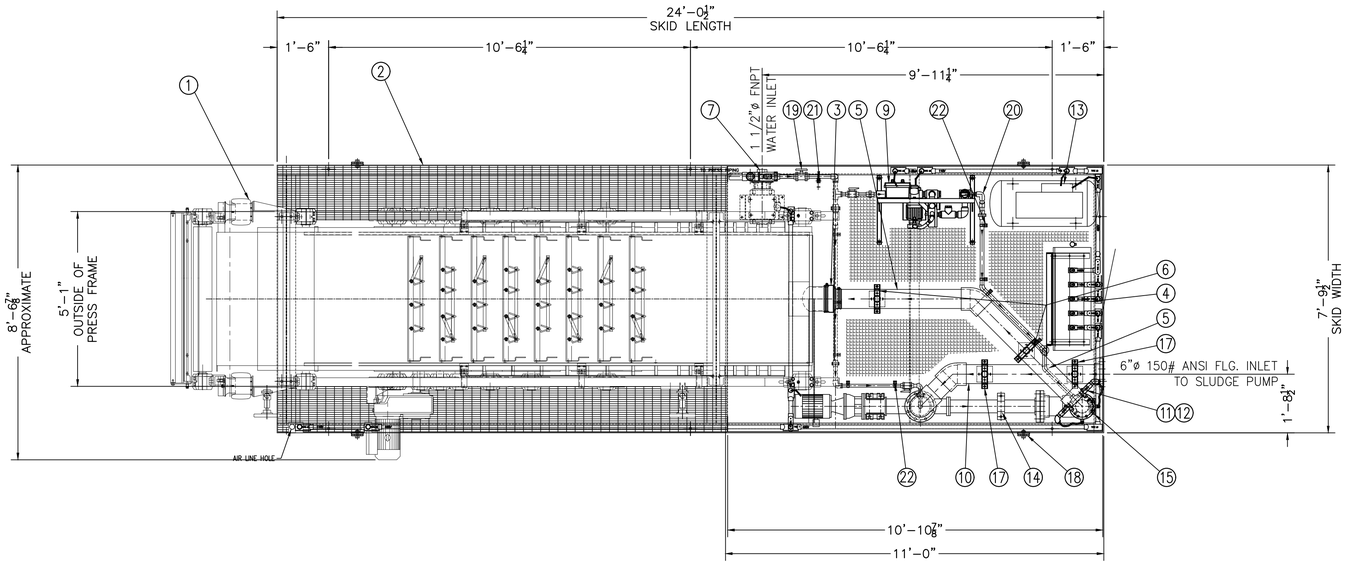
PURPOSE: To purchase a new Phoenix Belt Press to replace the older existing Phoenix Belt Press at the North Plant.

BACKGROUND: The original belt press at the North Plant is approximately 35 years old and has reached its useful life. Continuous repairs have limited the ability to properly and effectively process waste solids.

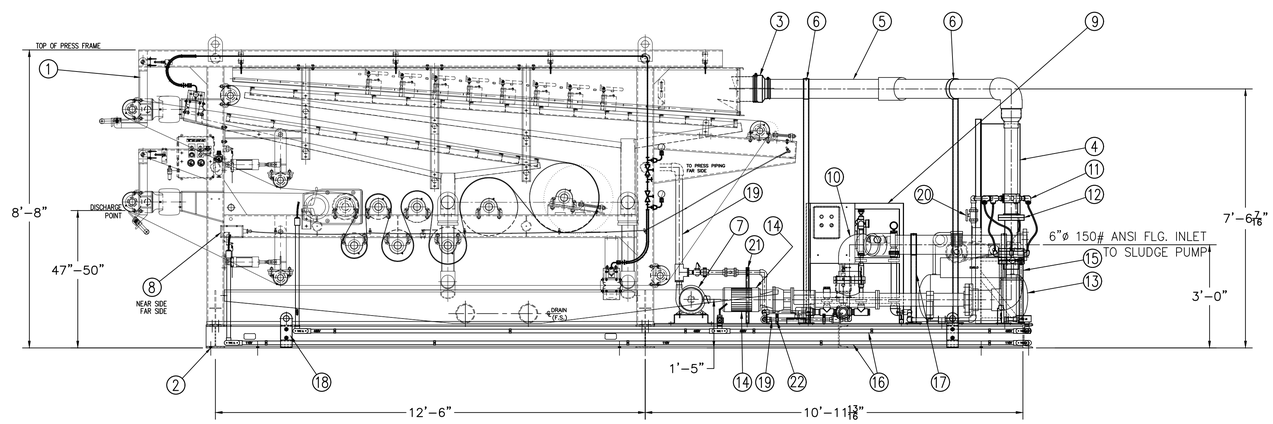
STAFF RECOMMENDATION Staff recommends approval to purchase a new Phoenix Belt Press from Phoenix Process Equipment Co. in the amount of $319,850.00.

IMPACT. A new belt press will be more economical and effective in processing solids.

MOTION: I move to approve the purchase of a new Phoenix Belt Press from Phoenix Process Equipment Co. in the amount of $319,850.00.

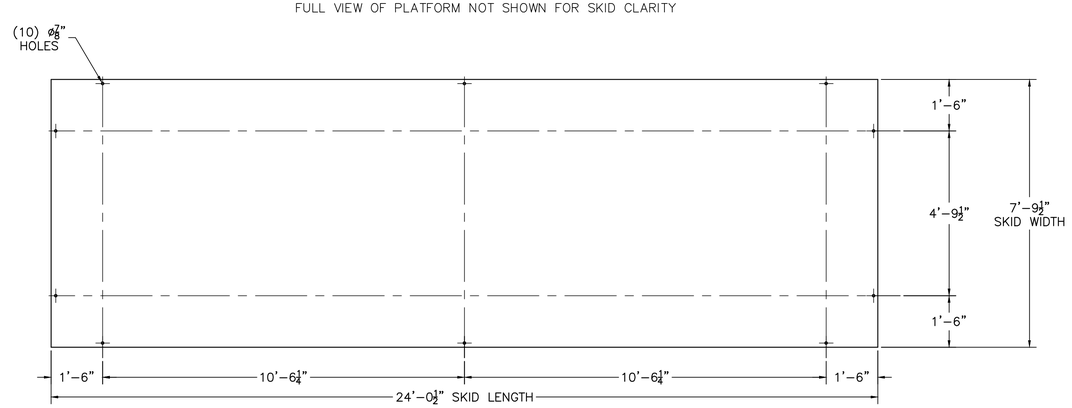


PLAN VIEW



LEFT SIDE ELEVATION VIEW

FULL VIEW OF PLATFORM NOT SHOWN FOR SKID CLARITY



ANCHOR BOLT LOCATIONS

COMPONENT LIST

ITEM	QTY.	DESCRIPTION	DWG.#
1	1	WX1.2H8W BELT FILTER PRESS	xxxxx-GA
2	1	BELT FILTER PRESS SKID 7'-9 1/2" x 24'-0 1/2"	xxxxx-SK01
3	1	8"x6"ø FLEXIBLE REDUCER	
4	1	UNIPANEL & UNIPANEL SUPPORT STAND	xxxxx-SK04
5	1 LOT	BELT FILTER PRESS FEED PIPE	xxxxx-SK06
6	2	BELT FILTER PRESS FEED PIPE SUPPORT	xxxxx-SK04
7	1	WASH WATER BOOST PUMP/STAND	xxxxx-SK04
8	2	EMERGENCY STOP SWITCH	
9	1	POLYMER SYSTEM	
10	1 LOT	SLUDGE PUMP INLET PIPING	xxxxx-SK06
11	1 LOT	POLYMER HEADER PIPING	xxxxx-SK06
12	1	4"ø ALUMINUM POLYMER MIXER	
13	1	AIR COMPRESSOR	
14	1	SLUDGE PUMP/MOUNTING ANGLES	xxxxx-SK03
15	1	MIXER SUPPORT	xxxxx-SK04
16	1 LOT	ELECTRICAL CONDUIT	xxxxx-SK05
17	2	SLUDGE PUMP FEED PIPE SUPPORT	xxxxx-SK04
18	4	SKID LIFTING LUG	xxxxx-SK02
19	1 LOT	CLEAN WATER PIPING	xxxxx-SK06
20	1 LOT	POLYMER PIPING TO POLYMER HEADER	xxxxx-SK06
21	1	1"ø WATER PIPING BRACKET	xxxxx-SK04
22	9	3/4"ø & 1"ø WATER PIPING BRACKET	xxxxx-SK04
23	1	SUMP PAN	

NOTES:

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

PRESS/SKID SHIPPING WEIGHT-20,000#
PRESS/SKID OPERATIONAL WEIGHT-25,000#

CUSTOMER:

LOCATION:

PROJECT #:

REV	DESCRIPTION	BY	DATE

PHOENIX PROCESS EQUIPMENT CO.
2402 Watterson Trail
Louisville, KY 40299
Phone: (502)499-6198 / Fax: (502)499-1079

TITLE: WX1.2H8WS BELT FILTER PRESS SKID

FOR:

DRAWN BY:	ENGINEER:	APPROVED BY:
DT	DT	
SCALE: 1/2"=1'-0"	FILE NO.:	DATE: 10/11/11

DRAWING NUMBER: WX1.2H8WS

REV.

THIS DWG. (AND INFORMATION ENCLOSED HEREON) IS CONFIDENTIAL AND REMAINS THE PROPERTY OF PHOENIX EQUIP. CO. IT IS LOANED ON CONDITION THAT IT SHALL NOT BE COPIED OR DISCLOSED TO OTHERS WITHOUT WRITTEN AUTHORIZATION FROM PHOENIX.

PHOENIX Proposal No. 0820947A

North WWTP
Villa Rica, GA

PHOENIX Process Equipment Co.
2402 Watterson Trail
Louisville, KY 40299
p: (502) 499-6198
f: (502) 499-1079
phoenix@dewater.com
www.dewater.com

Proposal # 0820947A
Issue Date: June 16, 2021

Prepared by:
MAS

PHOENIX Proposal No. 0820947A
June 16, 2021
Page 2 of 5

Prepared for: Villa Rica, GA
Reference: North Plant

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1. Item Covered: One (1) PHOENIX Model WX-1.2H8WS Skid Mounted Belt Filter Press with auxiliaries

A. Standard Auxiliary Equipment (Included):

- One (1) In-Line Vortex Mixer (SS)
- One (1) Air Compressor
- One (1) Sludge Feed Pump
- One (1) Boost Pump
- One (1) Polymer System
- One (1) PLC Based NEMA 4X Master Control Panel w/ 304 SS Enclosure (AB MicroLogix PLC)
- One (1) One Sided Operator Platform
- This is standard current PHOENIX skid design. See attached drawing.

*Above equipment is mounted, prewired and prepiped on nominal 8–ft x 24–ft skid. Press frame is galvanized and epoxy coated. Wetted parts on press are 304 SS. Skid is epoxy coated.

B. Utility Requirements Per Machine:

- Electric: 460 v, 3 Phase, 60 Hz
- Air: "Clean and dry", 3 scfm at 100 psig
- Wash Water: 55 gpm at 100 psig
- Control Panel: 460 v, 3 phase.

All interconnecting external piping and wiring by others.

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2. Application Description:

The equipment quoted herein is designed to dewater WAS based on the following criteria:

Typical Performance*:

- Hydraulic Capacity: 75 - 100 gpm
- Feed Solids Concentration: 1.0 – 1.5 wt%
- Cake Solids: 14.0 – 18.0 wt%
- Solids Capture: +90 %
- Polymer Usage: 12 – 20 lb polymer / ton of dry solids

*Polymer will be required for optimum belt filter press performance. As no two dewatering applications are exactly alike, performance may vary. PHOENIX offers this application description as a customer guideline only. It is not meant to represent or imply a performance warranty or guarantee. If actual performance is critical, PHOENIX recommends field pilot plant tests to determine anticipated commercial scale application performance.

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3. Pricing: F.O.B. Point of Manufacture……..... US $ 319,850.00

4. Pricing Notes:

- Prices do not include any applicable city, county, state, or federal excise, sales, use or any other taxes now in force or to be enacted or any such applicable duties. All such taxes and duties are to be paid and borne by the Purchaser.
- Shipping / handling is included in this proposal.
- Price is valid for 30 days from date of proposal.
- If Purchaser delays execution of this contract, escalation may apply.
- All equipment is standard configuration and standard materials of construction.
- Due to volatility in the price and availability of steel, the attached quote is subject to a potential steel price surcharge and lead time extension. If the price of steel increases measurably between the date of this PHOENIX quote and the release for manufacturing, Phoenix may need to impose a steel surcharge equal to the increased cost of the steel used in the scope of this quote. Also, Phoenix reserves the right to extend lead times if the availability of steel unfavorably impacts the manufacturing schedule. If an impact on price or delivery is anticipated at the time of order, PHOENIX will provide clarity prior to order acceptance and initiation of production.
- Shipment shall be 12-14 weeks from receipt of order, acceptance and approved drawings. Delivery schedule is subject to change based on shop availability at time of order placement.
- One (1) trip; three (3) man-days of onsite startup labor, in addition to related travel and living expenses (i.e. airfare, lodging, meals, car rental, etc.), is included in the contract price. Any additional startup labor will be invoiced at $1,000/man-day onsite ($500/man-day for travel days). Any additional startup-related travel and living expenses will be billed at cost.
- Provisions for lifting are not included unless otherwise covered in this proposal.
- PHOENIX excludes the following from this offer unless otherwise covered in this proposal
  - Site Preparation
  - Foundations Concrete
  - Site Surveying
  - Interconnecting Piping and Wiring
  - Off Loading of Materials
  - Tools
  - Safety classes or training
  - Air Quality Permits
  - Foundation Design
  - Compaction Testing
  - Geotechnical Studies
  - Erection
  - Labor
  - Equipment required for assembly
  - Building Permits
  - Environmental Permits
- Terms and Conditions of Sale: PHOENIX's Standard Terms and Conditions of Sale as included in this Proposal.
- O&M Manuals: Two (2) copies will be furnished. Additional copies may be purchased.
- Payment Terms:
  - 30% due with Purchase Order
  - 30% due 60 days from Purchase Order
  - 35% due prior to Shipment
  - 5% due upon Startup (Not to exceed 180 days of shipment)

Accepted by:	PHOENIX Process Equipment Co. 2402 Watterson Trail Louisville, Kentucky 40299
Name	
Print Name	
Title	National Sales Manager
Date	June 16, 2021

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE & PAYMENT
Quotations are held open for 30 days from date of quotation. All payments shall be made in U.S. dollars and pro-rata payments shall become due as shipments are made. Prices do not include any applicable city, county, state, or federal excise, sales, use or any other taxes now in force or to be enacted. All such taxes are to be paid and borne by the Purchaser. Price is subject to escalation for increased costs if Purchaser delays delivery beyond 6 months from the date of Purchase Order. All orders are subject to written acceptance by PHOENIX from corporate headquarters. All orders are subject to credit approval.

2. DELIVERY
Delivery is F.O.B. shipping point. Delivery dates are approximate and are not guaranteed. PHOENIX will not be liable for delays attributable to circumstances beyond it's reasonable control, including but not limited to, delays in delivery by its suppliers, natural disasters, acts of third parties or labor disorders. If delivery as originally scheduled is delayed by Purchaser, PHOENIX may invoice Purchaser and store the products at Purchaser's expense and risk. PHOENIX policy is to ship products "Bill Collect" with motor freight company mailing their invoice(s) directly to Purchaser's billing address. PHOENIX assumes no responsibility for loss of, or damage to products after delivery to carrier who shall be deemed acting for the Purchaser.

3. TITLE & INSURANCE
Title to the product(s) and risk of loss or damage shall pass to the Purchaser upon shipment except that a security interest in the product(s) or any replacement shall remain in PHOENIX's name regardless of the mode of attachment to realty or other property, until the full price has been paid. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect PHOENIX's interest by adequately insuring product(s) against loss or damage from any external cause with PHOENIX's name as insured or co-insured.

4. CANCELLATION OR SUSPENSION
Orders entered cannot be canceled or suspended beyond original ship dates specified without written consent by PHOENIX which would include terms which shall indemnify PHOENIX against any and all losses.

It is noted that in the event of cancellation or suspension, charges will be assessed based on percentage of completion as determined by PHOENIX. The minimum cancellation or suspension charge will in no event be less than 30% of the selling price.

5. MATERIAL OF CONSTRUCTION
The Purchaser is responsible for determining the suitability and providing approval of any and all materials of construction to be used by PHOENIX.

6. WARRANTY & GUARANTEE
PHOENIX warrants that its products covered by this quotation are free from defects in material and workmanship. Purchaser acknowledges and agrees that PHOENIX is making no warranties, express or implied, concerning the products, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

With the exception of normal wear parts, PHOENIX guarantees the products covered by this quotation to be free from defects in material or workmanship under normal and proper usage for a period of twelve (12) months from the date of equipment startup or eighteen (18) months from the date of notice of readiness to ship, whichever first occurs. As stated, this guarantee does not cover failure of normal wear parts unless the failure of such a part has resulted from defective material and workmanship.

In the event of any failure developing within the stated period, under normal and proper use, PHOENIX must be notified immediately in writing. Upon receipt of written consent by PHOENIX the parts are to be returned F.O.B. point of manufacture. If PHOENIX's inspection indicates defective material or workmanship, the product or part thereof, will, at PHOENIX's option, either be repaired or replaced without charge to Purchaser. F.O.B. point of manufacture.

In the case of any failure of components purchased by PHOENIX and incorporated into any of the products or systems provided by PHOENIX under this agreement, PHOENIX's guarantee is limited to the component manufacturer's guarantee.

It is agreed regarding any scope of supply that PHOENIX shall not be held liable for any further cost, expense, or labor to replace equipment or parts or for any of Purchaser's consequential, incidental, or indirect damages including but not limited to injury to person or property, loss of profits, loss of business reputation, down time, or any expenses that may result as a breach of this agreement.

It is further agreed that PHOENIX will not be held liable for any cost, expense, or labor to replace or modify equipment or parts not supplied by PHOENIX but arising out of, or in connection with, engineering documents, plans and specifications supplied as part of this agreement, and that PHOENIX's liability will be expressly limited to the correction of incorrect engineering documents.

It is important to note that PHOENIX does not accept liability for any corrective work or other expenditures of any kind that have not been authorized by PHOENIX in writing prior to commencement for such work or expenditure.

7. PRODUCT SAFETY
Products and systems designed and manufactured by PHOENIX are capable of being used in a safe manner. PHOENIX cannot warrant safety of these products or systems under all circumstances. Therefore it is agreed that it is the responsibility of the Purchaser to insure that the installation and use of these products or systems is in a safe and lawful manner and in compliance with applicable health and safety regulations and laws and general standards of reasonable care.

8. CONFIDENTIAL INFORMATION, IMPROVEMENTS & DRAWINGS
All information, literature, and drawings included with this quotation are for the sole limited purpose of review in contemplation of entering into a purchase agreement with PHOENIX Process Equipment Company. Purchaser will keep confidential and will not use or reproduce or in any way disclose any said information, part or whole, without prior written permission from an officer of PHOENIX. Purchase will return all such material to PHOENIX if the quotation is not accepted. Purchaser agrees to not copy the product(s) or make design drawings of the product(s) and not to permit others to copy or make design drawings of the product(s). PHOENIX shall have royalty-free license to make, use, and sell any changes, improvements or modifications in the products or systems covered by this quotation regarding inventions, suggestions or operation by Purchaser and/or its employees.

PHOENIX will provide submittal drawings, on request, for purchaser's approval. If upon receipt of drawings Purchaser requests construction and/or design changes, PHOENIX will submit a revised price and shipping date. Upon Purchaser's approval PHOENIX will proceed with production in accordance with the drawings as revised and approved.

9. FORCE MAJURE

Any delay or failure in the performance by PHOENIX hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of PHOENIX or its suppliers, that prevent PHOENIX from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of PHOENIX affected thereby, despite PHOENIX's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to PHOENIX's failure to perform its obligations under this Agreement.

10. COMPLETE AGREEMENT

This complete agreement between PHOENIX and Purchaser is contained herein and no additional or different term or condition stated by Purchaser will be binding unless agreed to by PHOENIX in writing. It is agreed that no other agreement expressed or implied exists between PHOENIX and Purchaser which would supersede this agreement. The failure of PHOENIX to insist upon strict performance of any of the terms or conditions stated herein will not be considered a continuing waiver of any such terms or condition or any of its rights, nor will it imply a course of performance between the parties.

05/2021

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Contract Award for the Town Branch Interceptor Sewer

AGENDA DATE: July 13, 2021

DATE PREPARED: June 30, 2021
PREPARED BY: Pete Zorbanos

AMOUNT: $218,941.00
GL ACCOUNT #: 505-4330-541400
FUNDING SOURCE: Water/Sewer Fund
BUDGETED ITEM? No

PURPOSE: To engage a contractor to perform work that includes the installation of approximately 861 linear feet of 12-inch DIP, and SDR26 PVC gravity sewer, 33 linear feet of 8" DIP gravity sewer, 5 precast concrete manhole structures (67 VF), connections to existing sewer lines and manholes, manhole abandonment of 3 manhole structures, abandonment of existing sewer, two concrete piers, approximately 270 CY of earthwork, and erosion control measures

BACKGROUND: A multi-family development known as Arbours at Villa Rica, is being planned for a site located north of Anderson Road near the Cleghorn pump station. The proposed apartment development includes 192 residential units. In the area of the proposed development, gravity sewer lines follow Town Branch towards Cleghorn pump station. Parallel sewer lines from Anderson Road run towards Cleghorn pump station on the eastern and western side of Town Branch. The existence of parallel sewer lines reduces otherwise developable land area on the north side of Anderson Road. Abandonment and removal of the parallel sewer lines is needed so a combined sewer line can be installed replacing them, thereby, opening land area for future development.

STAFF RECOMMENDATION: Six bids were submitted, and the base bids were checked, and tabulated as follows:

Contractor	Total Base Bid
RDJE, Inc.	$218,941.00
Wade Coots Company, Inc.	$258,080.00
Unity Construction Co., Inc.	$258,416.70
Viking Construction Management, Inc.	$269,795.33
HD Excavations & Utilities, LLC	$362,317.50
Site Engineering, Inc.	$496,619.00

It was determined that RDJE, Inc. was the low bidder for this project when evaluated on the basis of the base bid amount, and have all the qualifications to successfully complete the project. Therefore, Staff recommends the project be awarded to RDJE, Inc. in the amount of $218,941.00.

IMPACT. By replacing the existing parallel sewer lines, and installing a single combined sewer line will open the surrounding land area for future development. The future development that will benefit from this new sewer

realignment is the Arbours at Villa Rica, Mirror Lake Connector, and the Cleghorn Transfer Station, and potentially others.

MOTION: I move to award the contract for the Town Branch Interceptor Sewer to RDJE, Inc. in the amount of $218,941.00.

ADVERTISEMENT FOR BIDS

City of Villa Rica
571 W Bankhead Hwy
Villa Rica, Georgia 30180

TOWN BRANCH INTERCEPTOR SEWER

The Work includes the installation of approximately 861 linear feet of 12-inch DIP and SDR26 PVC gravity sewer, 33 linear feet of 8" DIP gravity sewer, 5 precast concrete manhole structures (67 VF), connections to existing sewer lines and manholes, manhole abandonment of 3 manhole structures, abandonment of existing sewer, two concrete piers, approximately 270 CY of earthwork, erosion control measures, and other related work as indicated.

Separate sealed Bids for construction of the TOWN BRANCH INTERCEPTOR SEWER will be received by the City of Villa Rica, Georgia (also referred to as Owner) from General Contractors, including all associated work labor and materials, equipment and appurtenances required to complete the work.

Bids will be received at the City of Villa Rica, 571 W Bankhead Hwy, Villa Rica, GA 30180, at 2:30 p.m. legal local time, Thursday, June 24, 2021 and then publicly opened and read aloud. Bids submitted by mail or courier are required to be delivered before the Bid Opening time stated above and should be addressed to City of Villa Rica, 571 W Bankhead Hwy, Villa Rica, Georgia 30180, Attention: Tom Barber, City Manager.

A non-mandatory pre-bid meeting will be held at Villa Rica, City Hall, located at 571 W Bankhead Hwy, Villa Rica, GA 30180, at 11:00 a.m., Thursday, June 10, 2021. Prospective bidders are encouraged to attend the pre-bid meeting.

No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia Utility Contractor's License of proper classification and in full force and effect, in compliance with Act O.C.G.A. 43 14.

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after time designated for receipt of Bids or until notified by Owner, whichever is sooner.

Bids must be accompanied by a certified check or Bid Bond in the amount of five percent of the bid amount. The successful bidder must be able to provide a Payment Bond and Performance Bond within ten days of Notice of Award. The Payment Bond and Performance Bond must be in the amount of 100 percent of the contract amount.

A non-collusion affidavit must be completed and submitted as part of the Contractor's bid.

City of Villa Rica, Georgia reserves right to reject any and all bids and to waive irregularities, technicalities, and informalities.

The Contract Documents may be examined at the following locations:

City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
http://www.villarica.org
Phone (770) 459-7000
Fax (770) 459-7003

Brennan Jones Engineering Associates, LLC
7513 Mason Falls Drive
Winston, GA 30187
Phone (770) 577-0300
E-mail: brennan.jones@bjeallc.com

Dodge Data & Analytics
www.Construction.com
Phone (413) 507-3179

Constructconnect
www.ConstructConnect.com
Phone (800) 364-2059

Sets of the Bid packages consisting of one hard copy set of plans and specifications and one electronic copy in Adobe Acrobat (.pdf) format may be obtained at the office of Brennan Jones Engineering Associates, LLC, the Engineer, upon payment of a nonrefundable fee of $180.00 for each set.

S/ Tom Barber, City Manager
City of Villa Rica
May 27, 2021

Brennan Jones Engineering Associates, LLC

June 28, 2021

Honorable Mayor and City Council
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, Georgia 30180

Attn: Mr. Peter F. Zorbanos, Utilities Director

Re: Contract Award Recommendation
Town Branch Interceptor Sewer
City of Villa Rica, Georgia
BJEA Project #17003.10

Dear Mr. Zorbanos:

We have reviewed the bids received at City Hall at 2:30 P.M. local time on June 24, 2021, for construction of the referenced project. A total of six (6) bids were received as outlined in the summary below.

No.	Bidder	Bid Amount
1.	**RDJE, Inc.** 679 Hwy 29 South Newnan, GA 30263	**$218,941.00**
2.	**Wade Coots Company, Inc.** 174 Duncan Cir. Hiram, GA 30141	**$258,080.00**
3.	**Unity Construction Co, Inc.** 3941 Flint Hill Rd Powder Springs, GA 30127	**$258,416.70**
4.	**Viking Construction Management, Inc.** 1336 GA Hwy 15 Sandersville, GA 31082	**$269,795.33**
5.	**HD Excavations & Utilities, LLC** 516 Cole Creek Rd Dallas, GA 30157	**$362,317.50**
6.	**Site Engineering, Inc.** 7025 Best Friend Road Atlanta, GA 30340	**$496,619.00**

A certified tabulation of bids received is attached. A copy of the tabulation has been sent to each bidder for their information.

7513 Mason Falls Drive - Winston, Georgia 31087
Ph 770.688.5148 Fx 770.577.0300

All bidders submitted with their bid a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (Latest Revision Date 7/1/2020).

The low bid amount of $218,941.00 was submitted by RDJE, Inc. Based on the prices received from the three lowest bidders and the nature of the project, it is our opinion that the low bid is representative of the project cost.

Based on a check of the references provided by the low bidder, RDJE, Inc. has successfully completed numerous projects, which are similar in scope to this project. In addition, RDJE, Inc. has sufficient equipment and finances to accomplish work associated with this project.

Therefore, Brennan Jones Engineering Associates, LLC, recommends the City of Villa Rica award the construction contract to RDJE, Inc. in the amount of $218,941.00 for construction of the Town Branch Interceptor Sewer, contingent on completion of easement acquisition and adequate capital funds being available to finance the construction cost.

If there are any questions, please contact our office.

Very truly yours,
BRENNAN JONES ENGINEERING ASSOCIATES, LLC

Brennan D. Jones, P.E.
Principal Engineer

Enclosures Bid Tabulation

Award Rec_Town Branch Interceptor Sewer_062821.docx

Bid Tabulation
Town Branch Interceptor Sewer
City of Villa Rica, Georgia
Bids Opened 2:30 p.m., June 24, 2021

Item No.	Description	Est'd Quantity	Unit	Bidder No. 1 RDJE, Inc. 679 Hwy 29 South Newnan, GA 30263 Unit Cost	Amount	Bidder No. 2 Wade Coots Company, Inc. 174 Duncan Cir. Hiram, GA 30141 Unit Cost	Amount	Bidder No. 3 Unity Construction Co, Inc. 3941 Flint Hill Rd Powder Springs, GA 30127 Unit Cost	Amount	Bidder No. 4 Viking Construction Management, Inc. 1336 GA Hwy 15 Sandersville, GA 31082 Unit Cost	Amount
1	8" DIP Sewer, Inc. Type 4 Bedding - All Depths	33	LF	$243.00	$8,019.00	$140.00	$4,620.00	$132.45	$4,370.85	$191.81	$6,329.73 *
2	8" DIP MH Drop Connection	14	VF	$367.00	$5,138.00	$350.00	$4,900.00	$625.00	$8,750.00	$316.28	$4,427.92 *
3	12" PVC (SDR 26), Incl. Bedding 0 - 8 Feet Cut Depth	222	LF	$92.00	$20,424.00	$140.00	$31,080.00	$134.20	$29,792.40	$176.65	$39,216.30 *
4	12" PVC (SDR 26), Incl. Bedding Above 8 Feet Cut Depth	293	LF	$103.00	$30,179.00	$170.00	$49,810.00	$144.20	$42,250.60	$171.18	$50,155.74 *
5	12" DIP, Incl. Type 4 Bedding 0 - 8 Feet Cut Depth	267	LF	$222.00	$59,274.00	$190.00	$50,730.00	$148.55	$39,662.85	$197.31	$52,681.77 *
6	12" DIP, Incl. Type 4 Bedding Above 8 Feet Cut Depth	64	LF	$147.00	$9,408.00	$225.00	$14,400.00	$158.55	$10,147.20	$209.76	$13,424.64 *
7	Stabilization Stone	50	CY	$50.00	$2,500.00	$55.00	$2,750.00	$70.00	$3,500.00	$186.71	$9,335.50 *
8	4' DIA MH, Complete	64	VF	$500.00	$32,000.00	$550.00	$35,200.00	$405.00	$25,920.00	$455.40	$29,145.60
9	Connection to Existing MH, Incl. Core Drilling & Rubber Boot Connector	1	EA	$5,100.00	$5,100.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00	$2,694.45	$2,694.45
10	MH Invert Reconstruction	1	EA	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$2,277.00	$2,277.00
11	Manhole Abandonment	3	EA	$1,500.00	$4,500.00	$1,000.00	$3,000.00	$4,100.00	$12,300.00	$3,036.00	$9,108.00
12	Concrete Piers, Complete	12	CY	$1,200.00	$14,400.00	$900.00	$10,800.00	$3,052.00	$36,624.00	$505.99	$6,071.88 *
13	Earthwork (Cut & Compacted Fill)	300	CY	$20.00	$6,000.00	$50.00	$15,000.00	$25.00	$7,500.00	$16.70	$5,010.00 *
14	Construction Exit (CO)	2	EA	$2,500.00	$5,000.00	$1,400.00	$2,800.00	$800.00	$1,600.00	$3,415.50	$6,831.00
15	Type 3 Rip Rap (RP)	110	SY	$50.00	$5,500.00	$75.00	$8,250.00	$57.00	$6,270.00	$72.03	$7,923.30
16	Silt Fence (Sd1 - Type S)	1,850	LF	$3.50	$6,475.00	$4.00	$7,400.00	$5.00	$9,250.00	$10.63	$19,665.50 *
17	Temporary Mulching (Ds1)	4,780	SY	$0.15	$717.00	$1.00	$4,780.00	$0.45	$2,151.00	$0.32	$1,529.60 *
18	Temporary Vegetation (Ds2)	4,780	SY	$0.25	$1,195.00	$1.00	$4,780.00	$0.01	$47.80	$0.15	$717.00 *
19	Permanent Vegetation (Ds3)	4,780	SY	$0.40	$1,912.00	$1.00	$4,780.00	$1.00	$4,780.00	$0.68	$3,250.40 *
	Total				**$218,941.00**		**$258,080.00**		**$258,416.70**		**$269,795.33 ***
	Notes				1		1		1		1

Notes:

* Denotes Corrected Amount

1. Bid Bond was provided from a company listed on Federal Circular 570 Latest Edition (July 1, 2020).

I certify that this is a correct tabulation of bids received at the time and place stated above, and I have personally checked the tabulation against the bid forms submitted.

Brennan D. Jones

June 24, 2021

Brennan D. Jones, P.E.

Prepared By
Brennan Jones Engineering Associates, LLC

Bid Tabulation
Town Branch Interceptor Sewer
City of Villa Rica, Georgia
Bids Opened 2:30 p.m., June 24, 2021

Item No.	Description	Est'd Quantity	Unit	Bidder No. 5 HD Excavations & Utilities, LLC 516 Cole Creek Rd Dallas, GA 30157 Unit Cost	Amount	Bidder No. 6 Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340 Unit Cost	Amount
1	8" DIP Sewer, Inc. Type 4 Bedding - All Depths	33	LF	$200.00	$6,600.00	$291.00	$9,603.00
2	8" DIP MH Drop Connection	14	VF	$475.00	$6,650.00	$500.00	$7,000.00
3	12" PVC (SDR 26), Incl. Bedding 0 - 8 Feet Cut Depth	222	LF	$250.00	$55,500.00	$300.00	$66,600.00
4	12" PVC (SDR 26), Incl. Bedding Above 8 Feet Cut Depth	293	LF	$250.00	$73,250.00	$340.00	$99,620.00
5	12" DIP, Incl. Type 4 Bedding 0 - 8 Feet Cut Depth	267	LF	$330.00	$88,110.00	$366.00	$97,722.00
6	12" DIP, Incl. Type 4 Bedding Above 8 Feet Cut Depth	64	LF	$330.00	$21,120.00	$396.00	$25,344.00
7	Stabilization Stone	50	CY	$100.00	$5,000.00	$100.00	$5,000.00
8	4' DIA MH, Complete	64	VF	$450.00	$28,800.00	$600.00	$38,400.00
9	Connection to Existing MH, Incl. Core Drilling & Rubber Boot Connector	1	EA	$5,500.00	$5,500.00	$8,000.00	$8,000.00
10	MH Invert Reconstruction	1	EA	$4,000.00	$4,000.00	$8,000.00	$8,000.00
11	Manhole Abandonment	3	EA	$3,500.00	$10,500.00	$12,000.00	$36,000.00
12	Concrete Piers, Complete	12	CY	$835.00	$10,020.00	$2,200.00	$26,400.00
13	Earthwork (Cut & Compacted Fill)	300	CY	$25.00	$7,500.00	$50.00	$15,000.00
14	Construction Exit (CO)	2	EA	$3,000.00	$6,000.00	$2,500.00	$5,000.00
15	Type 3 Rip Rap (RP)	110	SY	$75.00	$8,250.00	$100.00	$11,000.00
16	Silt Fence (Sd1 - Type S)	1,850	LF	$4.75	$8,787.50	$5.00	$9,250.00
17	Temporary Mulching (Ds1)	4,780	SY	$1.00	$4,780.00	$1.00	$4,780.00
18	Temporary Vegetation (Ds2)	4,780	SY	$1.25	$5,975.00	$1.00	$4,780.00
19	Permanent Vegetation (Ds3)	4,780	SY	$1.25	$5,975.00	$4.00	$19,120.00
	Total				**$362,317.50**		**$496,619.00**
	Notes				1		1

Prepared By
Brennan Jones Engineering Associates, LLC

TOWN BRANCH INTERCEPTOR SEWER

FOR

CITY OF VILLA RICA, GEORGIA

MAY 24, 2021

BRENNAN JONES
ENGINEERING ASSOCIATES, LLC

7513 MASON FALLS DR., WINSTON, GEORGIA 30187
(P) 770-688-5148 (F) 770-577-0300

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

GSWCC LEVEL II DESIGN
CERTIFICATION No. 17561

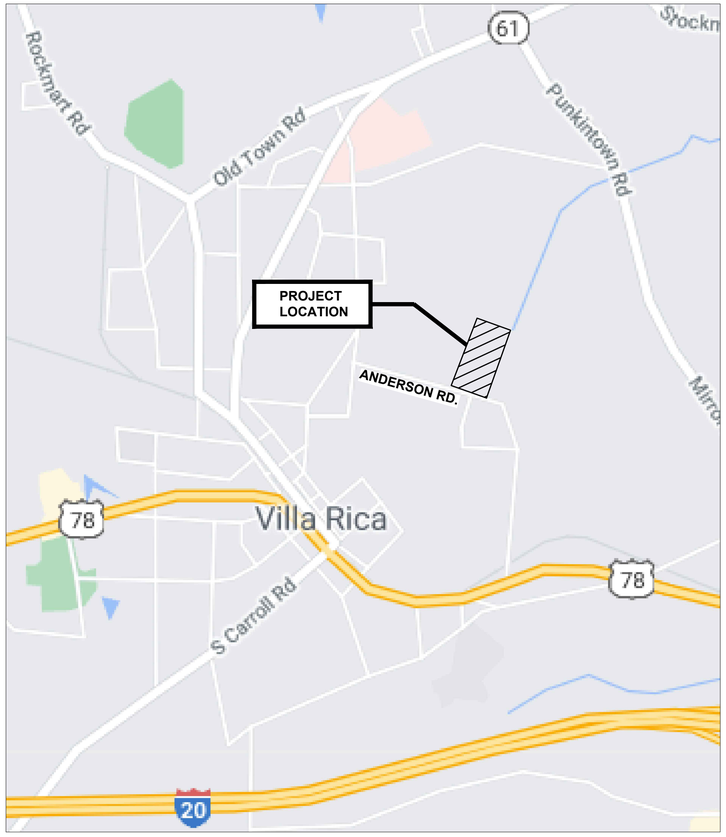
Rev.	Description	Date	Apr.

24-HOUR CONTACT:

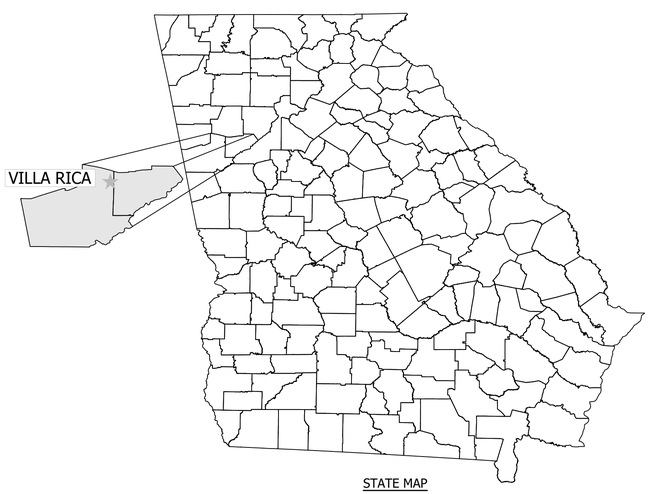
BOBBY ELLIOTT, PE
(678)840-1213

GEORGIA REGISTERED 5/24/21 No. 29195 ENGINEER DARRELL M. VAUGHAN

DRAWING NO.
G-001
SHEET NO.
01 of 09



SITE LOCATION MAP
N.T.S.



STATE MAP

VICINITY MAP

GENERAL NOTES:

1. OWNER: CITY OF VILLA RICA, 571 BANKHEAD HIGHWAY, VILLA RICA, GA 30180 CONTACT: BOBBY ELLIOTT, CITY ENGINEER (678) 840–1213.
2. ENGINEER: BRENNAN JONES ENGINEERING ASSOCIATES, LLC, 7513 MASON FALLS DR. WINSTON, GA 30187 CONTACT: BRENNAN JONES, P.E., PH (770) 688–5148.
3. SURVEYOR: LOWERY & ASSOCIATES LAND SURVEYING, LLC, 317 GRASSDALE RD, P.O. BOX 201470, CARTERSVILLE, GA 30120, MITCH LOWERY, RLS., PH (706) 278–18955.
4. 24–HOUR EROSION CONTROL CONTACT:
   CITY OF VILLA RICA – BOBBY ELLIOTT (678) 840–1213
   CONTRACTOR – TO BE DETERMINED
5. THE SITE SURVEY WAS COMPLETED BY LOWERY & ASSOCIATES LAND SURVEYING, LLC. SURVEY CONTROL POINTS SHOWN ON DRAWINGS ARE TIED TO NAD83, GEORGIA STATE PLANE WEST, FEET, VERTICAL ELEVATION MEAN SEA LEVEL (NAVD 1988), AND ESTABLISHED USING GPS SURVEY TECHNIQUES.
6. EXISTING SEWER LINES ARE TO REMAIN IN SERVICE OR BYPASSED DURING CONSTRUCTION OF NEW SEWER FACILITIES. PRIOR TO INITIATION OF ANY BYPASSING, CONTRACTOR IS TO COORDINATE WITH THE ENGINEER AND PROVIDE A PLAN FOR BYPASSING.
7. ALL SEWER TRENCH WORK FOR THIS PROJECT IS CONSIDERED UNCLASSIFIED.
8. WHERE SEWER LINES ARE SHOWN TO BE ABANDONED, CUT AND REMOVE A 10 FOOT SECTION OF ABANDONED SEWER MAIN AND CONCRETE FILL 3 FEET OF PIPE ON THE ABANDONED SECTION.
9. BEFORE PLACING NEW SANITARY SEWER LINES INTO SERVICE SEWER LINES SHALL BE SUCCESSFULLY LOW PRESSURE AIR TESTED AND MANHOLES SHALL BE SUCCESSFULLY VACUUM TESTED IN ACCORDANCE WITH SPECIFICATION REQUIREMENTS.
10. CONTRACTOR IS RESPONSIBLE FOR PROJECT PHASING AND COORDINATING SCHEDULE FOR CONSTRUCTION. SUBMIT CONSTRUCTION PHASING SCHEDULE TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BEGINNING WORK.
11. EXISTING WATER MAIN SHOWN ON THESE PLANS ARE TAKEN FROM THE NORTHEAST DOWNTOWN WATER MAIN REPLACEMENT PLANS BY CARTER & SLOOPE, DATED JUNE 2020.
12. A PORTION OF THE SITE IS LOCATED WITHIN THE 100–YEAR FLOOD PLAIN AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 13097C0106C, DATED 8/18/2009 AND 13097C0106D, DATED 9/19/2007, IN VILLA RICA, CARROLL COUNTY, GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY.

DESIGN PROFESSIONAL'S CERTIFICATION:

I CERTIFY THAT I HAVE BEEN IN RESPONSIBLE CHARGE OF THE DESIGN OF THIS PROJECT IN ACCORDANCE WITH THE RULES OF THE GEORGIA STATE BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED IN ACCORDANCE WITH CURRENT STANDARD ENGINEERING PRACTICES. I FURTHER CERTIFY THAT THE SYSTEM AS DESIGNED CAN REASONABLY BE EXPECTED TO CONSISTENTLY MEET ALL CURRENTLY APPLICABLE PERMIT LIMITS, CONDITIONS, AND REGULATORY REQUIREMENTS, PROVIDED THE FACILITY IS CONSTRUCTED AS DESIGNED AND PROPERLY OPERATED AND MAINTAINED.

"I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND–DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OR THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100002."

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.

Darrell M Vaughan

DARRELL M. VAUGHAN, P.E., MAY 24, 2021

DRAWING INDEX

Sheet Number	Sheet Title	DRAWING NO.
--	COVER	G-001
2	DRAWING INDEX & VICINITY MAP	G-002
3	SANITARY SEWER PLAN & PROFILE	C-101
4	EROSION CONTROL PLAN	C-201
5	ESPC DETAILS (SHEET 1 OF 4)	C-202
6	ESPC DETAILS (SHEET 2 OF 4)	C-203
7	ESPC DETAILS (SHEET 3 OF 4)	C-204
8	ESPC DETAILS (SHEET 4 OF 4)	C-205
9	STANDARD DETAILS (SHEET 1 OF 1)	C-301

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

GSWCC LEVEL II DESIGN CERTIFICATION No. 17561

24-HOUR CONTACT:
BOBBY ELLIOTT, PE
(678)840-1213

IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
UTILITIES PROTECTION CENTER
IT'S THE LAW

BRENNAN JONES ENG. ASSOC., LLC
7513 MASON FALLS DR., WINSTON, GEORGIA
(P) 770-688-5148 (F) 770-577-0300

GEORGIA REGISTERED 5/24/21 PROFESSIONAL ENGINEER DARRELL M. VAUGHAN

Rev.	Description	Date	Apr.

Date: 5/24/2021 | Drawn by: DMV | Check by: BDJ
Project #: 10003.03 | Design by: BDJ | Review by:
SCALE: AS SHOWN

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

DRAWING INDEX AND VICINITY MAP

DRAWING NO. G-002
SHEET NO. 2 OF 9

THIS LINE ——— IS ONE INCH LONG WHEN PLOTTED FULL SCALE

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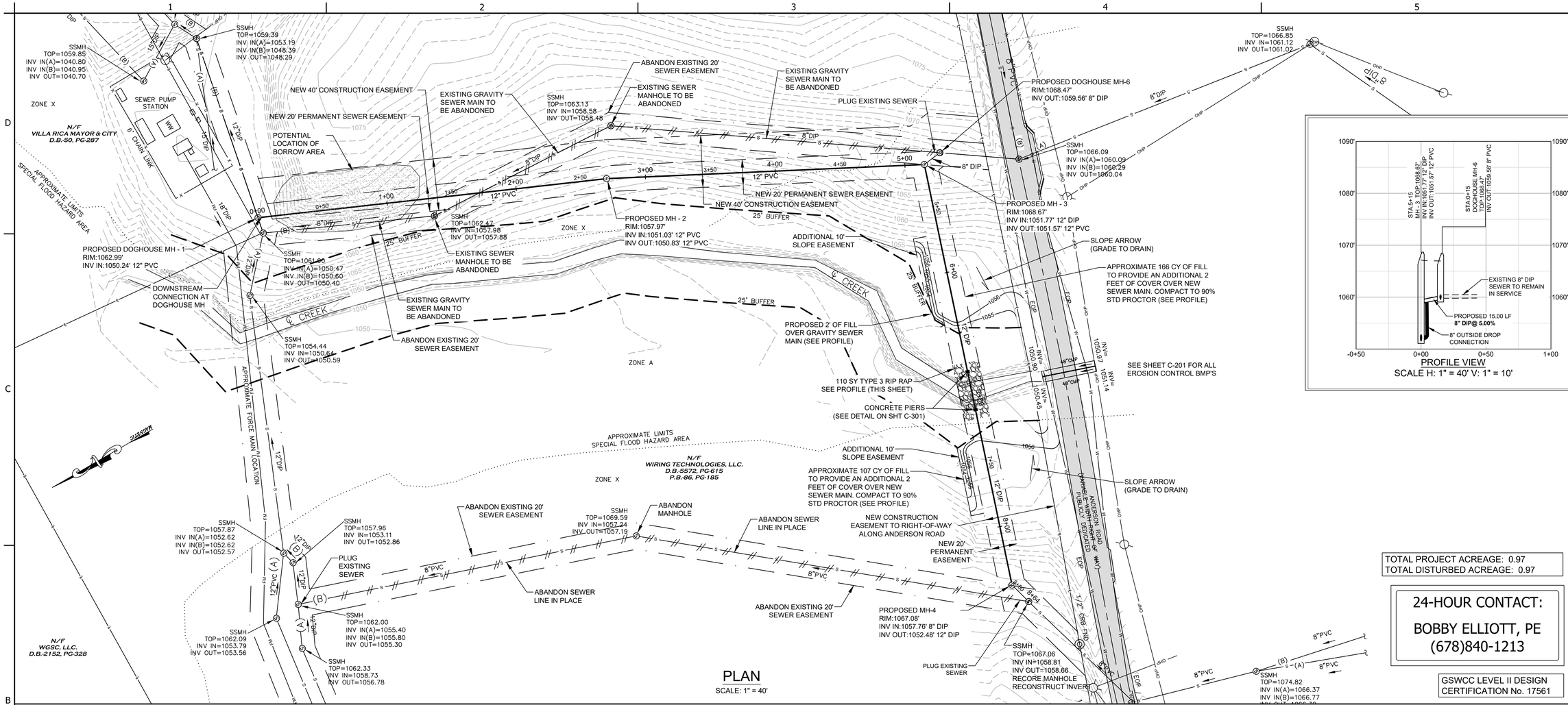
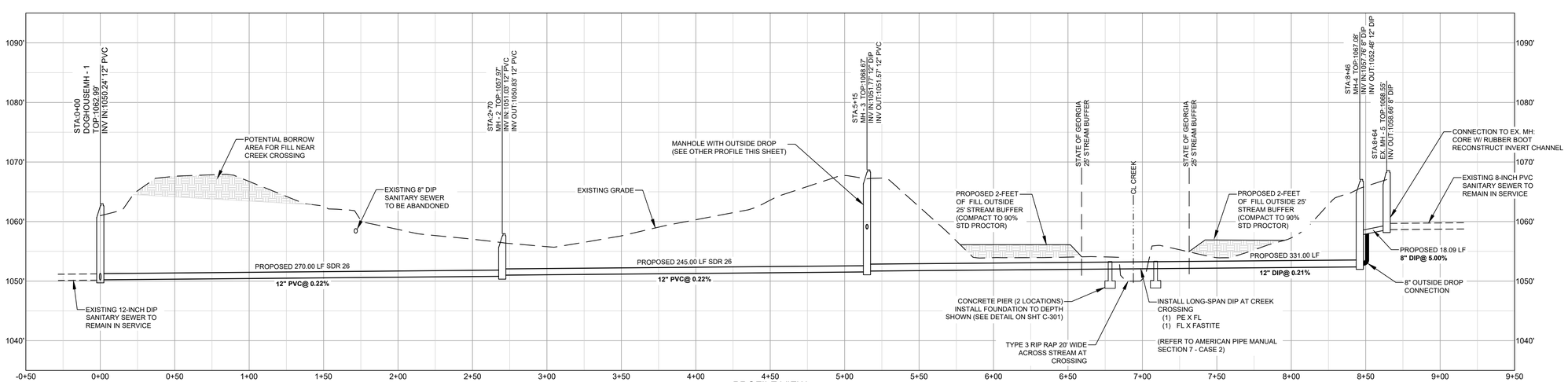


PLAN
SCALE: 1" = 40'

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

24-HOUR CONTACT:
BOBBY ELLIOTT, PE
(678)840-1213

GSWCC LEVEL II DESIGN CERTIFICATION No. 17561



BRENNAN JONES ENG. ASSOC., LLC
7513 MASON FALLS DR., WINSTON, GEORGIA
(P) 770-688-5148 (F) 770-577-0300

GEORGIA REGISTERED 5/24/21 No. 27561 PROFESSIONAL ENGINEER DARRELL M. VAUGHAN

Rev.	Description	Date	Apr.

Drawn by: DMV | Check by: BDJ | Date: 5/24/2021
Project #: 10003.03 | Design by: BDJ | Review by: | SCALE: 1" = 40'

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

PLAN AND PROFILE
STA. 0+00 - STA. 9+38

DRAWING NO.
C-101
SHEET NO.
3 OF 9

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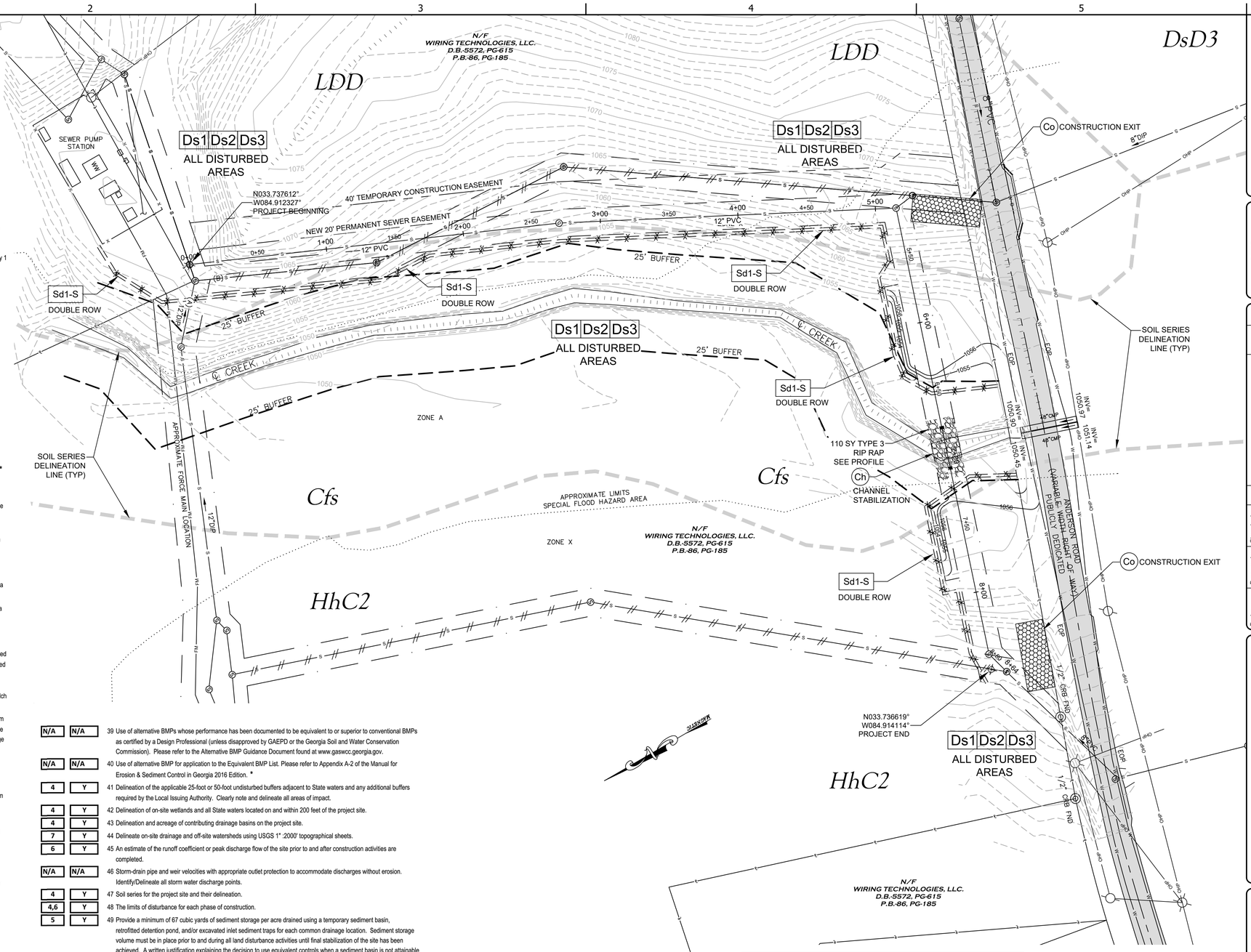

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
INFRASTRUCTURE CONSTRUCTION PROJECTS
SWCD: Region 1/West Georgia District

Project Name: TOWN BRANCH INTERCEPTOR SEWER **Address:_ 100 Cleghorne Street**
City/County: VILLA RICA/CARROLL COUNTY **Date on Plans: 5/24/21**
Name & email of person filling out checklist: Darrell M. Vaughan, PE (darrell.vaughan@bjeallc.com) (LEVEL II #17561)

TO BE SHOWN ON ES&PC PLAN

Plan Page #	Included Y/N	
4	Y	1 The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed)
ALL	Y	2 Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and Level II number must be on each sheet pertaining to ES&PC Plan or the Plan will not be reviewed)
4	Y	3 The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.
6	Y	4 Provide the name, address, email address, and phone number of primary permittee.
4	Y	5 Note total and disturbed acreages of the project or phase under construction.
4	Y	6 Provide the GPS locations of the beginning and end of the Infrastructure project. Give the Latitude and Longitude in decimal degrees.
ALL	Y	7 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.
6	Y	8 Descriptions of the nature of construction activity and existing site conditions.
2	Y	9 Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.
6	Y	10 Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.
2	Y	11 Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on **Part IV page 21** of the permit.
N/A	N/A	12 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system BMPs and sampling to meet permit requirements as stated on **Part IV page 20** of the permit.*
N/A	N/A	13 Design professional certification statement and signature that the permittee's ES&PC Plan provides for representative sampling as stated on **Part IV.D.6.c.(3) page 37** of the permit as applicable. *
N/A	N/A	14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements, perimeter control BMPs, and sediment basins within 7 days after installation." in accordance with **Part IV.A.5 page 26** of the permit. *
4	Y	15 Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."
6	Y	16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required.
N/A	N/A	17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." *
N/A	N/A	18 Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." *
4	Y	19 Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."
4	Y	20 Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."
4	Y	21 Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."
N/A	N/A	22 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *
N/A	N/A	23 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *
N/A	N/A	24 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *
7	Y	25 Provide BMPs for the remediation of all petroleum spills and leaks.
N/A	N/A	26 Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *
N/A	N/A	27 Description of practices to provide cover for building materials and building products on site. *
N/A	N/A	28 Description of the practices that will be used to reduce the pollutants in storm water discharges. *
6	Y	29 Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).
N/A	N/A	30 Provide complete requirements of Inspections and record keeping by the primary permittee. *
N/A	N/A	31 Provide complete requirements of Sampling Frequency and Reporting of sampling results. *
N/A	N/A	32 Provide complete details for Retention of Records as per Part IV.F. of the permit. *
N/A	N/A	33 Description of analytical methods to be used to collect and analyze the samples from each location. *
N/A	N/A	34 Appendix B rationale for NTU values at all outfall sampling points where applicable. *
N/A	N/A	35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged also provide a summary chart of the justification and analysis for the representative sampling as applicable. *
N/A	N/A	36 A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *
ALL	Y	37 Graphic scale and North arrow.
4	Y	38 Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:

Existing Contours	USGS 1": 2000' Topographical Sheets
Proposed Contours	1" : 400' Centerline Profile

N/A	N/A	39 Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by GAEPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.georgia.gov.
N/A	N/A	40 Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *
4	Y	41 Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to State waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.
4	Y	42 Delineation of on-site wetlands and all State waters located on and within 200 feet of the project site.
4	Y	43 Delineation and acreage of contributing drainage basins on the project site.
7	Y	44 Delineate on-site drainage and off-site watersheds using USGS 1" .2000' topographical sheets.
6	Y	45 An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.
N/A	N/A	46 Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.
4	Y	47 Soil series for the project site and their delineation.
4,6	Y	48 The limits of disturbance for each phase of construction.
5	Y	49 Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual must be included for structural BMPs and all calculations used by the design professional to obtain the required sediment storage when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.
4	Y	50 Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.
5	Y	51 Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.
7	Y	52 Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of year that seeding will take place and for the appropriate geographic region of Georgia.

* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.

Effective January 1, 2021

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25' OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

24-HOUR CONTACT:
BOBBY ELLIOTT, PE
(678)840-1213

GSWCC LEVEL II DESIGN CERTIFICATION No. 17561

BRENNAN JONES ENG. ASSOC., LLC
7513 MASON FALLS DR., WINSTON, GEORGIA
(P.) 770-688-5148 (F.) 770-577-0300

GEORGIA REGISTERED PROFESSIONAL ENGINEER DARRELL M. VAUGHAN 5/24/21

Rev.	Description	Date	Apr.
D	E		

Date: 5/24/2021 | Drawn by: DMV | Check by: BDJ
Project #: 10003.03 | Design by: BDJ | Review by:
SCALE: 1" = 40'

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

EROSION CONTROL PLAN SINGLE PHASE

DRAWING NO. C-201
SHEET NO. 4 OF 9

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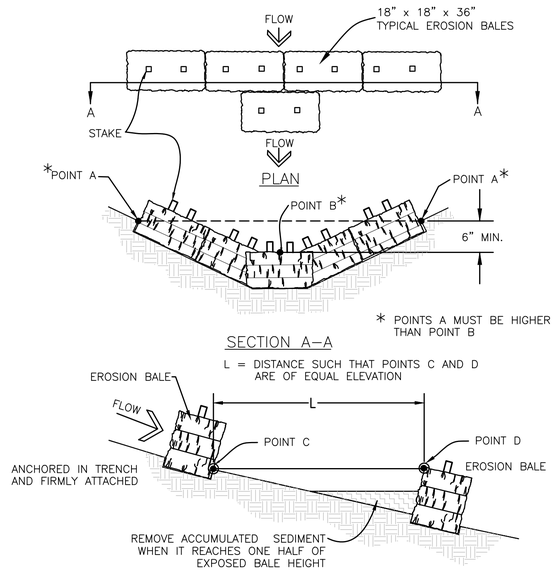
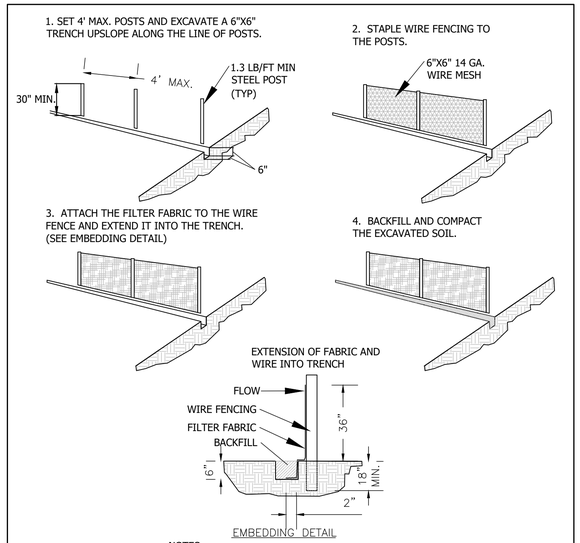


MAINTENANCE
PERIODIC INSPECTION AND REQUIRED MAINTENANCE MUST BE PROVIDED. SEDIMENT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF ONE–HALF THE ORIGINAL DAM HEIGHT OR BEFORE. IF THE AREA IS TO BE MOWED, CHECK DAMS SHALL BE REMOVED ONCE FINAL STABILIZATION HAS OCCURRED. OTHERWISE, CHECK DAMS MAY REMAIN IN PLACE PERMANENTLY. AFTER REMOVAL, THE AREA BENEATH THE DAM SHALL BE SEEDED AND MULCHED IMMEDIATELY.

Cd–Hb **HAYBALE CHECK DAM**

SCALE: NTS DATE: 1/24/04



NOTES:
USE 36" D.O.T. APPROVED FABRIC.
FLOW RATE - 70 GAL/MIN/SQ. FT.

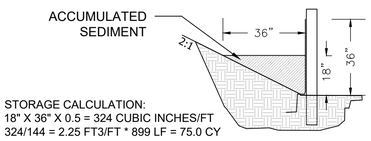
MAINTENANCE
SEDIMENT SHALL BE REMOVED ONCE IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE BARRIER. FILTER FABRIC SHALL BE REPLACED WHENEVER IT HAS DETERIORATED TO SUCH AN EXTENT THAT THE EFFECTIVENESS OF THE FABRIC IS REDUCED (APPROXIMATELY SIX MONTHS). TEMPORARY SED IMENT BARRIERS SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL SEDIMENT ACCUMULATED AT THE BARRIER SHALL BE REMOVED AND PROP ERLY DISPOSED OF BEFORE THE BARRIER IS REMOVED.

Sd1–S **SILT FENCE - SENSITIVE**

SCALE: N.T.S.

LIMITS OF DISTURBANCE FOR THIS PROJECT ARE BOUNDED BY THE 50' TEMPORARY CONSTRUCTION EASEMENT. THE CONSTRUCTION OF A CONVENTIONAL SEDIMENT BASIN WOULD NOT BE ATTAINABLE. THEREFORE, APPROXIMEATELY 899 LINEAR FEET OF DOUBLE ROW TYPE "S" SILT FENCE WILL BE USED AS SEDIMENT STORAGE.

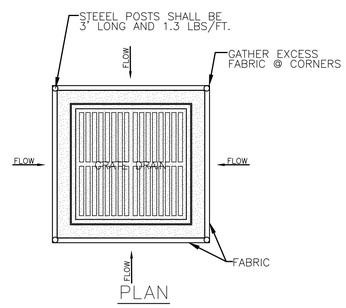
SEDIMENT SHALL BE REMOVED ONCE IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE BARRIER.



STORAGE CALCULATION:
18" X 36" X 0.5 = 324 CUBIC INCHES/FT
324/144 = 2.25 FT3/FT * 899 LF = 75.0 CY

67 CY SEDIMENT STORAGE

SCALE: N.T.S.



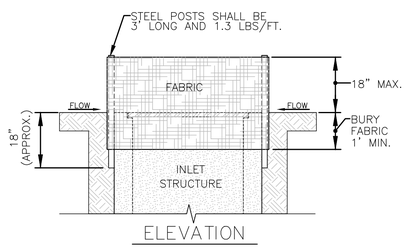
INSTALLATION NOTES:
1. STAKES SHALL BE STEEL POSTS @ 3' MIN. & 1.3 LBS/FT.

2. SPACE STAKES EVENLY AROUND THE PERIMETER OF THE INLET A MAX. OF 3 FT. APART, & SECURELY DRIVE THEM INTO THE GROUND, APPROXIMATELY 18 IN. DEEP.

3. TO PROVIDE NEEDED STABILITY TO THE INSTALLATION, FRAME WITH 2x4 IN. WOOD STRIPS AROUND THE CREST OF THE OVERFLOW AREA @ A MAX. OF 1.5 FT. ABOVE THE DROP INLET CREST.

4. PLACE THE BOTTOM 12 IN. OF THE FABRIC IN A TRENCH & BACKFILL THE TRENCH W/AT LEAST 4 IN. OF CRUSHED STONE OR 12 IN. OF COMPACTED SOIL.
5. FASTEN FABRIC SECURELY TO THE POSTS & FRAME. JOINTS MUST BE OVERLAPPED TO THE NEXT STAKE.

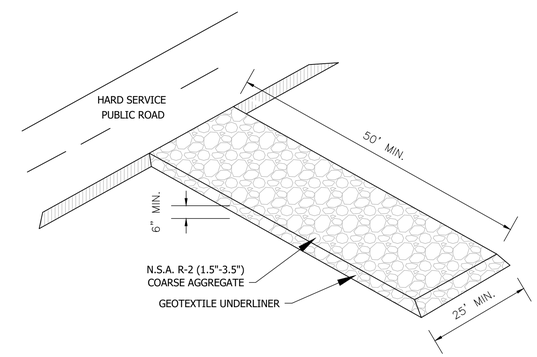
6. THE TOP OF THE FRAME AND FABRIC MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE FROM THE DROP INLET TO KEEP RUNOFF FROM BYPASSING THE INLET. IT MAY BE NECESSARY TO BUILD A TEMPORARY DIKE ON THE DOWN SLOPE SIDE OF THE STRUCTURE TO PREVENT BYPASS FLOW.



MAINTENANCE
THE TRAP SHALL BE INSPECTED DAILY AND AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE–HALF THE HEIGHT OF THE TRAP.
SEDIMENT SHALL NOT BE WASHED INTO THE INLET. IT SHALL BE REMOVED FROM THE SEDIMENT TRAP AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLET, AGAIN.
WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED, ALL MATERIALS AND ANY SEDIMENT SHALL BE REMOVED, AND EITHER SALVAGED OR DISPOSED OF PROPERLY. THE DISTURBED AREA SHALL BE BROUGHT TO PROPER GRADE, THEN SMOOTHED AND COMPACTED. APPROPRIATELY STABILIZE ALL DISTURBED AREAS AROUND THE INLET.

Sd2–F **INLET SEDIMENT TRAP-FABRIC & SUPPORTING FRAME**

SCALE: NTS



MAINTENANCE
THE EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS- OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1.5-3.5 INCH STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES OR SITE ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

Co **CONSTRUCTION EXIT**

SCALE: NTS

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

24-HOUR CONTACT:
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GSWCC LEVEL II DESIGN CERTIFICATION No. 17561

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(P) 770-688-5148 (F) 770-577-0300

GEORGIA REGISTERED 5/24/21 No. 29320 PROFESSIONAL ENGINEER DARRELL M. VAUGHAN

Rev.	Description	Date	Apr

Date: 5/24/2021 | Drawn by: DMW | Check by: BDJ
Project #: 10003.03 | Design by: BDJ | Review by:
SCALE: AS SHOWN

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

EROSION CONTROL NOTES AND DETAILS (SHEET 1 OF 4)

DRAWING NO. C-202
SHEET NO. 5 OF 9

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GEORGIA UNIFORM CODING SYSTEM

FOR SOIL,EROSION AND SEDIMENT CONTROL PRACTICES
STATE SOIL AND WATER CONSERVATION COMMISSION OF GEORGIA

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM			A SMALL TEMPORARY BARRIER OR DAM CONSTRUCTED ACROSS A SWALE, DRAINAGE DITCH OR AREA OF CONCENTRATED FLOW.
Ch	CHANNEL STABILIZATION			IMPROVING, CONSTRUCTING OR STABILIZING AN OPEN CHANNEL, EXISTING STREAM, OR DITCH.
Co	CONSTRUCTION EXIT		Co (Label)	A CRUSHED STONE PAD LOCATED AT THE CONSTRUCTION SITE EXIT TO PROVIDE A PLACE FOR REMOVING MUD FROM TIRES THEREBY PROTECTING PUBLIC STREETS.
Cr	CONSTRUCTION ROAD STABILIZATION		Cr	A TRAVELWAY CONSTRUCTED AS PART OF A CONSTRUCTION PLAN INCLUDING ACCESS ROADS, SUBDIVISION ROADS, PARKING AREAS AND OTHER ON-SITE VEHICLE TRANSPORTATION ROUTES.
Dc	STREAM DIVERSION CHANNEL			A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT STRUCTURE IS BEING CONSTRUCTED.
Di	DIVERSION			AN EARTH CHANNEL OR DIKE LOCATED ABOVE, BELOW, OR ACROSS A SLOPE TO DIVERT RUNOFF. THIS MAY BE A TEMPORARY OR PERMANENT STRUCTURE.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE		Dn1 (Label)	A FLEXIBLE CONDUIT OF HEAVY-DUTY FABRIC OR OTHER MATERIAL DESIGNED TO SAFELY CONDUCT SURFACE RUNOFF DOWN A SLOPE. THIS IS TEMPORARY AND INEXPENSIVE.
Dn2	PERMANENT DOWNDRAIN STRUCTURE		Dn2 (Label)	A PAVED CHUTE, PIPE, SECTIONAL CONDUIT OR SIMILAR MATERIAL DESIGNED TO SAFELY CONDUCT SURFACE RUNOFF DOWN A SLOPE.
Fr	FILTER RING			A TEMPORARY STONE BARRIER CONSTRUCTED AT STORM DRAIN INLETS AND POND OUTLETS.
Ga	GABION			ROCK FILTER BASKETS WHICH ARE HAND-PLACED INTO POSITION FORMING SOIL STABILIZING STRUCTURES.
Gr	GRADE STABILIZATION STRUCTURE		Gr (Label)	PERMANENT STRUCTURES INSTALLED TO PROTECT NATURAL OR ARTIFICIAL CHANNELS OR WATERWAYS WHERE OTHERWISE THE SLOPE WOULD BE SUFFICIENT FOR THE RUNNING WATER TO FORM GULLIES.
Lv	LEVEL SPREADER			A STRUCTURE TO CONVERT CONCENTRATED FLOW OF WATER INTO LESS EROSIVE SHEET FLOW. THIS SHOULD BE CONSTRUCTED ONLY ON UNDISTURBED SOILS.
Rd	ROCK FILTER DAM			A PERMANENT OR TEMPORARY STONE FILTER DAM INSTALLED ACROSS SMALL STREAMS OR DRAINAGEWAYS.
Re	RETAINING WALL		Re (Label)	A WALL INSTALLED TO STABILIZE OUT AND FILL SLOPES WHERE MAXIMUM PERMISSIBLE SLOPES ARE NOT OBTAINABLE. EACH SITUATION WILL REQUIRE SPECIAL DESIGN.
Rt	RETROFITTING		Rt (Label)	A DEVICE OR STRUCTURE PLACED IN FRONT OF A PERMANENT STORMWATER DETENTION POND OUTLET STRUCTURE TO SERVE AS A TEMPORARY SEDIMENT FILTER.
Sd1-S	SEDIMENT BARRIER SENSITIVE		TYPE (Indicate type)	A BARRIER TO PREVENT SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. IT MAY BE SANDBAGS, BALES OF STRAW OR HAY, BRUSH, LOGS AND POLES, GRAVEL, OR A SILT FENCE.
Sd2	INLET SEDIMENT TRAP			AN IMPOUNDING AREA CREATED BY EXCAVATING AROUND A STORM DRAIN DROP INLET. THE EXCAVATED AREA WILL BE FILLED AND STABILIZED ON COMPLETION OF CONSTRUCTION ACTIVITIES.
Sd3	TEMPORARY SEDIMENT BASIN			A BASIN CREATED BY EXCAVATION OR A DAM ACROSS A WATERWAY. THE SURFACE WATER RUNOFF IS TEMPORARILY STORED ALLOWING THE BULK OF THE SEDIMENT TO DROP OUT.
Sr	TEMPORARY STREAM CROSSING		Sr (Label)	A TEMPORARY BRIDGE OR CULVERT-TYPE STRUCTURE PROTECTING A STREAM OR WATERCOURSE FROM DAMAGE BY CROSSING CONSTRUCTION EQUIPMENT.
St	STORMDRAIN OUTLET OR PROTECTION		St	A PAVED OR SHORT SECTION OF RIPRAP CHANNEL AT THE OUTLET OF A STORM DRAIN SYSTEM PREVENTING EROSION FROM THE CONCENTRATED RUNOFF.
Su	SURFACE ROUGHENING		Su	A ROUGH SOIL SURFACE WITH HORIZONTAL DEPRESSIONS ON A CONTOUR OR SLOPES LEFT IN A ROUGHENED CONDITION AFTER GRADING.
Tp	TOPSOILING		Tp (Show Striping & Storage Area)	THE PRACTICE OF STRIPPING OFF THE MORE FERTILE SOIL, STORING IT, THEN SPREADING IT OVER THE DISTURBED AREA AFTER COMPLETION OF CONSTRUCTION ACTIVITIES.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL			PAVED OR VEGETATIVE WATER OUTLETS FOR DIVERSIONS, TERRACES, BERMS, DIKES OR SIMILAR STRUCTURES.

VEGETATIVE PRACTICES

Bf	BUFFER ZONE		Bf (Label)	A STRIP OF NATURAL UNDISTURBED VEGETATION, ENHANCED OR RESTORED EXISTING VEGETATION OR RE-ESTABLISHMENT OF VEGETATION SURROUNDING AN AREA OF DISTURBANCE OR STREAM BOARDER.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)		Cs	PLANTING VEGETATION ON DUNES THAT ARE DENUDED, ARTIFICIALLY CONSTRUCTED, OR RE-NOURISHED.
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)		Ds1	ESTABLISHING TEMPORARY PROTECTION FOR DISTURBED AREAS WHERE SEEDLINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDING COVER.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)		Ds2	ESTABLISHING A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS ON DISTURBED AREAS.
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING)		Ds3	ESTABLISHING A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD OR LEGUMES ON DISTURBED AREAS.
Ds4	DISTURBED AREA STABILIZATION (WITH SODDING)		Ds4	A PERMANENT VEGETATIVE COVER USING SODS ON HIGHLY ERODABLE OR CRITICALLY ERODED LANDS.
Du	DUST CONTROL ON DISTURBED AREAS		Du	CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITE, ROADWAYS AND SIMILAR SITES.
Mb	EROSION CONTROL MATTING AND BLANKETS		Mb	THE INSTALLATION OF A PROTECTIVE COVERING (BLANKET) OR SOIL STABILIZATION MAT ON A PREPARED PLANTING AREA OF A STEEP SLOPE, CHANNEL, OR SHORELINE.
Pm	POLYCRYLAMIDE (PAM)		Pm	THE LAND APPLICATION OF PRODUCT CONTAINING ANIONIC POLYACRYLAMIDE (PAM) AS TEMPORARY SOIL BINDING AGENTS TO REDUCE SOIL EROSION.
Sb	STREAMBANK STABILIZATION (USING PERMANENT VEGETATION)		Sb	THE USE OF READILY AVAILABLE NATIVE PLANT MATERIALS TO MAINTAIN AND ENHANCE STREAMBANKS, OR TO PREVENT, OR RESTORE AND REPAIR SMALL STREAMBANK EROSION PROBLEMS.
Tb	TACKIFIERS AND BINDERS		Tb	SUBSTANCE USED TO ANCHOR STRAW OR HAY MULCH BY CAUSING THE ORGANIC MATERIAL TO BIND TOGETHER.

EROSION CONTROL NOTES:

1. OWNER'S ADDRESS:
CITY OF VILLA RICA
571 BANKHEAD HIGHWAY, VILLA RICA, GA 30180, PH (770) 459-7000

2. EROSION CONTROL 24 HR CONTACT:
OWNER:
BOBBY ELLIOTT, PE
CITY ENGINEER
(678) 840-1213

CONTRACTOR:
TO BE FURNISHED PRIOR TO NOTICE TO PROCEED.

3. EXISTING SITE CONDITIONS: THE PROJECT IS LOCATED ALONG A CITY ROAD RIGHT OF WAY AND THEN THROUGH AN UNDEVELOPED PARCEL; TERMINATING AT LOCAL GOVERNMENT OWNED PROPERTY, ALL WITHIN THE CITY LIMITS OF VILLA RICA, CARROLL COUNTY, GEORGIA. THE SURROUNDING AREA IS CURRENTLY SINGLE FAMILY RESIDENTIAL WITH UNDEVELOPED LAND PROJECTED TO BE DEVELOPED AS MULTIFAMILY RESIDENTIAL. THE PROJECT CONSISTS OF THE INSTALLATION OF A NEW GRAVITY SEWER MAIN ALONG ANDERSON ROAD NEAR ITS INTERSECTION WITH LOUISE LANE. THE TOTAL AREA OF THE PROJECT SITE AND THE TOTAL DISTURBED AREA ARE THE SAME AT APPROXIMATELY 0.98 ACRES.

4. THIS PROJECT IS WITHIN 200' OF STATE WATERS WITH RECEIVING WATERS BEING TOWN BRANCH APPROXIMATELY 1.0 MILE UPSTREAM OF LAKE VAL-DO-MAR. THE SEWER ALIGNMENT REQUIRES AN OPEN CUT OF TOWN BRANCH WITH A PERPENDICULAR CROSSING. THERE ARE NO OTHER BUFFER ENCROACHMENTS AND NO VARIANCES ARE REQUIRED.

5. THE INSTALLATION OF EROSION CONTROL MEASURES SHALL TAKE PLACE PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES. DUE TO THIS BEING A LINEAR PROJECT AND ALL THREE PHASES OF EROSION CONTROL BEING THE SAME, SEDIMENT CONTROL WILL BE ACCOMPLISHED THROUGH A SINGLE PHASE OF BMP'S AS SHOWN ON THESE PLANS.

6. ALL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY AFTER ON-SITE INSPECTION BY THE ISSUING AUTHORITY.

7. AS A LINEAR PROJECT, THE LIMITS OF DISTURBANCE ARE RESTRICTED BY BOTH PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS (SHOWN ON SHEET C-101). A 40-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT IS OFFSET AWAY FROM TOWN BRANCH TO GIVE THE CONTRACTOR 10-FEET OF WORK ZONE ON THE STREAM SIDE AND 30-FEET OF WORK ZONE ON THE SIDE OPPOSITE FROM THE CREEK.

8. WORK WILL BE COMPLETED IN SECTIONS TO MINIMIZE EXPOSED AREAS. GRASSING WILL BE SOWN ON DISTURBED SECTIONS BEFORE BEGINNING WORK ON THE NEXT SECTION. ALL DEBRIS FROM THE PROJECT SITE AND DISPOSE OF IT IN A LEGAL MANNER.

9. THE ESTIMATED RUNOFF COEFFICIENT FOR THIS PROJECT PRIOR TO CONSTRUCTION ACTIVITIES IS C=0.25 AND THE POST CONSTRUCTION RUNOFF COEFFICIENT IS ESTIMATED TO BE C=0.30.

10. THE TOTAL DISTURBED AREA OF THE PROJECT SITE IS APPROXIMATELY 0.97 ACRES.

11. PRIOR TO ANY CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT THE EXIT FROM WORK AREAS LOCATED ADJACENT TO PUBLIC RIGHTS-OF-WAY. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD INTO PUBLIC RIGHTS-OF-WAY.

12. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXITS, ALL PERIMETER EROSION CONTROL DEVICES SHALL BE INSTALLED. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.

13. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. PLACE SILT BARRIERS AS SHOWN AND/OR DIRECTED BY THE PROJECT ENGINEER OR OWNER. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

14. THIS DRAWING IS FOR EROSION CONTROL PURPOSES ONLY. PROVISIONS TO PREVENT EROSION OF THE SOIL OF THE SITE SHALL CONFORM TO THE REQUIREMENTS OF THE EROSION AND SEDIMENTATION ACT OF 1975" AS SHOWN HEREON AND STIPULATED IN THE "MANUAL FOR EROSION CONTROL AND SEDIMENT CONTROL IN GEORGIA" BY STATE SOIL AND WATER CONSERVATION COMMITTEE. THE PROVISIONS IN THE MANUAL SHALL BE FOLLOWED AND INSTALLED IN A MANNER SO AS TO MINIMIZE EROSION OF THE DISTURBED AREAS AND PREVENT SEDIMENT FROM LEAVING THE SITE.

15. ANY ADDITIONAL SILT FENCE, RIP-RAP, MULCHING, CHECK DAMS, OR PERMANENT GRASSING REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE INSTALLED IMMEDIATELY AFTER CONSTRUCTION HAS PROCEEDED TO THE POINT THAT THESE MEASURES CAN BE EFFECTIVELY IMPLEMENTED AND SHALL BE MAINTAINED IN PROPER WORKING ORDER UNTIL ALL DISTURBED AREAS ARE STABILIZED AND PERMANENT VEGETATION HAS BEEN ESTABLISHED. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING ANY PHASE OF CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.

16. THE EROSION CONTROL MEASURES DETAILED HEREON SHALL BE CONTINUED UNTIL THE PERMANENT VEGETATION ON PLANTED SHOULDERS AND SLOPES IS SUFFICIENTLY ESTABLISHED TO BE AN EFFECTIVE EROSION DETERRENT. THE SEDIMENT REMOVED FROM THE CONTROL STRUCTURES SHALL BE EVENLY DISTRIBUTED UPSTREAM OF EROSION CONTROL MEASURES. DISPOSED SEDIMENT SHALL BE PERMANENTLY GRASSED.

17. IF REQUIRED, A COPY OF THE APPROVED LAND DISTURBANCE PLAN SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBING ACTIVITY IS IN PROGRESS.

18. SILT FENCE SHALL BE PLACED DOWN GRADIENT OF ALL STOCKPILED SOIL OR BORROW AREAS.

19. ALL VEGETATIVE STABILIZATION SHALL BE ACCOMPLISHED AS SOON AS CONSTRUCTION PERMITS.

20. FLOOD HAZARD STATEMENT:
A PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 13097C0106C, DATED 8/18/2009 AND 13097C0106D, DATED 9/19/2007, IN VILLA RICA, CARROLL COUNTY, GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY.

ACTIVITY SCHEDULE

ANTICIPATED START DATE: 7/15/21
ANTICIPATED END DATE: 10/15/21

MONTH NO.

ACTIVITY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
-LOCATE EXISTING UTILITIES												
-INSTALL EROSION CTRL. MEASURES												
-EARTHWORK/CLEARING												
-INSTALL SANITARY SEWER												
-MAINTAIN EROSION CTRL. MEASURES												
-TEMPORARY GRASS & MULCHING												
-INSTALL PERMANENT GRASSING												
-REMOVE EROSION CTRL. MEASURES												

NOTE:
THE SCHEDULE INDICATES THE ESTIMATED SEQUENCE AND DURATION OF CONSTRUCTION ACTIVITY EVENTS. IT HAS BEEN PREPARED WITHOUT THE ASSISTANCE OF THE CONTRACTOR. AFTER CONTRACTOR SELECTION BY THE OWNER, THE CONTRACTOR MAY PROPOSE ADJUSTMENT TO THE SCHEDULE AS DEEMED NECESSARY. HOWEVER, SUCH ADJUSTMENT MUST BE APPROVED THROUGH THE LAND DISTURBANCE PERMIT ISSUING AGENCY.

EROSION AND SEDIMENT CONTROL MANAGEMENT PLAN

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED DAILY AND AFTER EACH HEAVY-RUNOFF PRODUCING RAINFALL. ALL NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM. THE FAILURE OF ANY EROSION CONTROL DEVICE TO FUNCTION AS INTENDED, FOR ANY REASON, SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION BY THE OWNER, ENGINEER OR CITY INSPECTOR. STRUCTURES THAT SHALL BE INSPECTED INCLUDE:

SEEDING AND FERTILIZING
SEEDED AREA SHALL BE INSPECTED FOR FAILURE AND NECESSARY REPAIRS SHALL BE MADE WITHIN THE SAME SEASON, IF POSSIBLE.

SILT FENCE
ANY FABRIC WHICH COLLAPSES, TEARS, DECOMPOSES, OR BECOMES INEFFECTIVE WILL BE REPLACED IMMEDIATELY. REMOVE SEDIMENT DEPOSITS BEHIND FENCE WHEN SEDIMENT ACCUMULATES TO 6 INCHES.

CONSTRUCTION EXIT
MAINTAIN IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1.5-3.5 STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES OR SITE ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

EROSION CONTROL MATTING AND BLANKETS
FURNISH AND INSTALL MESH MATTING OVER PREVIOUSLY PREPARED AND SEEDED AREAS WITH SLOPES STEEPER THAN 2.5:1 AND A HEIGHT 10 FEET OR GREATER. INSPECT MATTING PERIODICALLY AFTER INSTALLATION. REPAIR ANY DISLOCATION OR FAILURE IMMEDIATELY. REINSTALL MATTING IF WASHOUT OR BREAKAGE OCCURS.

OTHER EROSION AND SEDIMENT CONTROL MEASURES

1. WASTE DISPOSAL. SOLID MATERIALS, INCLUDING BUILDING MATERIALS, WILL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

2. THE PERMITTEE IS IN COMPLIANCE WITH THE STATE AND LOCAL WASTE DISPOSAL AND SANITARY SEWER REGULATIONS.

3. PETROLEUM SPILLS AND LEAKS

BEST MANAGEMENT PRACTICES FOR PREVENTION OF PETROLEUM SPILLS:
ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS THAT ARE CLEARLY LABELED. ANY PETROLEUM TO BE STORED IN TANKS WILL HAVE BE SURROUNDED BY AN EARTHEN BERM AS A SECONDARY PROTECTIVE MEASURE. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURE'S RECOMMENDATIONS.

BEST MANAGEMENT PRACTICES FOR REMEDIATION OF PETROLEUM SPILLS:
MANUFACTURES RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES, THE LOCATION OF THE INFORMATION AND THE CLEANUP SUPPLIES. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE AVAILABLE IF NEEDED. EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, KITTY LITTER, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE. SPILLS OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF SIZE. THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED. THE OPERATOR WILL DESIGNATE A SPILL PREVENTION AND CLEANUP COORDINATOR. HE WILL DESIGNATE AT LEAST THREE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP.

4. NON-STORM WATER DISCHARGES
IT IS ANTICIPATED THAT NON-STORMWATER DISCHARGES WILL OCCUR AS PART OF THE FLUSHING AND DISINFECTION PROCESSES REQUIRED FOR THE POTABLE WATER AND FIRE SERVICE INSTALLED WITH THIS CONSTRUCTION. THIS WILL INCLUDE THE MAIN WATERLINE AND SEVERAL HYDRANTS. IN ALL AREAS, THE DISCHARGE IS TO BE DIRECTED TO THE ADJACENT PAVEMENT TO PREVENT SCOUR. IN ADDITION, THE LOCATION WHERE THIS WATER EXITS THE PAVEMENT WILL BE OBSERVED DURING THE DISCHARGE. IF ANY EVIDENCE OF EROSION BEGINS, THE OPERATION WILL BE IMMEDIATELY STOPPED, AND EITHER ALTERED TO PREVENT EROSION OR DELAYED UNTIL COMPLETION OF THE INSTALLATION OF CONTROL MEASURES.

CERTIFICATION

I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100002."

DARRELL M. VAUGHAN, P.E. (LEVEL II CERT.DESIGN PROF. #0000017561) 5/20/21
GEORGIA LICENSED PROFESSIONAL DATE

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

24-HOUR CONTACT:
BOBBY ELLIOTT, PE
(678) 840-1213

GSWCC LEVEL II DESIGN CERTIFICATION No. 17561

BRENNAN JONES ENG. ASSOC., LLC
7513 MASON FALLS DR., WINSTON, GEORGIA
(P) 770-688-5148 (F) 770-577-0300

GEORGIA REGISTERED 5/24/21 No. 17561 ENGINEER DARRELL M. VAUGHAN

Rev.	Description	Date	Apr

Date 5/24/2021 | Check by BDJ
Project # 10003.03 | Design by BDJ | Review by DNV | Drawn by

SCALE: AS SHOWN

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

EROSION CONTROL NOTES AND DETAILS (SHEET 2 OF 4)

DRAWING NO. C-203
SHEET NO. 6 OF 9

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THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE

Ds1 MULCHING SPECIFICATIONS:

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH , DEPENDING ON THE MATERIAL USED, ANCHORED, AND HAVE CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND 90% COVER. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF AN AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATION TECHNIQUES SHALL BE EMPLOYED.

SITE PREPARATION
1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES, AND SEDIMENT BARRIERS.
3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

APPLYING MULCH
WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.
1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.
3. CUTBACK ASPHALT SHALL BE APPLIED UNIFORMLY . CARE SHOULD BE TAKEN IN AREAS OF PEDESTRIAN TRAFFIC DUE TO PROBLEMS OF "TRACKING IN" OF DAMAGE TO SHOES, CLOTHING, ETC.
4. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH
1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK". DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION. STRAW OR HAY MULCH SPREAD WITH SPECIAL BLOWER-TYPE EQUIPMENT MAY BE ANCHORED WITH EMULSIFIED ASPHALT (GRADE AE-5 OR SS-1). THE ASPHALT EMULSION SHALL BE SPRAYED ONTO THE MULCH AS IT IS EJECTED FROM THE MACHINE. USE 100 GALLONS OF EMULSIFIED ASPHALT AND 100 GALLONS OR WATER PER TON OF MULCH. TACKIFIERS AND BINDERS CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. PLEASE REFER TO SPECIFICATION Tb-TACKIFIERS AND BINDERS. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.
3. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

Ds2 TEMPORARY SEEDING SPECIFICATIONS:

A. GRADING AND SHAPING
1. EXCESSIVE WATER RUNOFF MUST BE CONTROLLED BY PLANNED AND INSTALLED EROSION CONTROL PRACTICES SUCH AS CLOSED DRAINS, DITCHES,
DIKES, DIVERSIONS, SEDIMENT BASINS, AND OTHERS.

B. SEEDBED PREPARATION
1. WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED.
2. WHEN USING CONVENTIONAL OR HAND-SEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL.
3. WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH UNDISTURBED CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED, OR OTHERWISE
SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

C. LIME AND FERTILIZER
1. AGRICULTURAL LIME IS NOT REQUIRED.
2. ON REASONABLY FERTILE SOILS OR SOIL MATERIAL, FERTILIZER IS NOT REQUIRED.
3. ON SOILS OF VERY LOW FERTILITY, USE 500 TO 700 POUNDS 10-10-10 FERTILIZER OR THE EQUIVALENT PER ACRE (12-16 lbs./1000 sq. ft.). IF THE SITE WILL PERMIT,
APPLY BEFORE LAND PREPARATION AND DISK, RIP, OR CHISEL TO INCORPORATE.

D. SEEDING
1. SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR.
2. APPLY SEED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTIPACKER-SEEDER, OR HYDRAULIC SEEDER (SLURRY INCLUDING SEED AND FERTILIZER).
DRILL OR CULTIPACKER-SEEDERS SHOULD NORMALLY PLACE SEED ONE-HALF TO ONE INCH DEEP.

E. MULCHING
TEMPORARY VEGETATION CAN, IN MOST CASES, BE ESTABLISHED WITHOUT THE USE OF MULCH. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT
TERM PROTECTION. SEE Ds1 - DISTURBED AREA STABILIZATION (WITH MULCHING ONLY).

F. IRRIGATION
IF WATER IS APPLIED, IT MUST BE AT A RATE NOT CAUSING RUNOFF AND EROSION. THOROUGHLY WET THE SOIL TO A DEPTH THAT WILL INSURE GERMINATION OF
THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

Ds3 PERMANENT SEEDING SPECIFICATIONS:

A. GRADING AND SHAPING
1. GRADING AND SHAPING IS NOT NORMALLY REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. VERTICAL BANKS SHALL BE SLOPED TO ENABLE PLANT ESTABLISHMENTS.

B. SEEDBED PREPARATION
1. SEEDBED PREPARATION MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED.
2. WHEN CONVENTIONAL SEEDING IS TO BE USED, SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:
A. BROADCAST PLANTING
1. TILLAGE AT A MINIMUM, SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 INCHES; ALLEVIATE COMPACTION;INCORPORATE LIME AND FERTILIZER; SMOOTH AND
FIRM THE SOIL; ALLOW FOR THE PROPER PLACEMENT OF SEED SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.

C. LIME AND FERTILIZER - RATES AND ANALYSIS
1. WHERE PERMANENT VEGETATION IS TO BE ESTABLISHED, AGRICULTURAL LIME SHALL BE APPLIED AS INDICATED BY SOIL TEST OR AT THE RATE OF 1 TO 2 TONS PER ACRE. AGRICULTURAL LIME SHALL BE WITHIN THE SPECIFICATIONS OF THE GEORGIA DEPARTMENT OF AGRICULTURE.
2. LIME SPREAD BY CONVENTIONAL EQUIPMENT WILL BE "GROUND LIMESTONE". GROUND LIMESTONE IS CALCITIC OR DOLOMITIC LIMESTONE GROUND SO THAT 90 PERCENT OF THE MATERIAL WILL PASS THROUGH A 10-MESH SIEVE AND NOT LESS THAN 25 PERCENT WILL PASS THROUGH A 100-MESH SIEVE.
3. AGRICULTURAL LIME SPREAD BY HYDRAULIC SEEDING EQUIPMENT WILL BE "FINELY GROUND LIMESTONE." FINELY GROUND LIMESTONE IS CALCITIC OR DOLOMITIC LIMESTONE GROUND SO THAT 98 PERCENT OF THE MATERIAL WILL PASS THROUGH A 20-MESH SIEVE AND NOT LESS THAN 70 PERCENT WILL PASS THROUGH A 100-MESH SIEVE.

D. LIME AND FERTILIZER - APPLICATION
1. WHEN HYDRAULIC SEEDING EQUIPMENT IS USED:
A. THE INITIAL FERTILIZER WILL BE MIXED WITH SEED, INOCULATE (IF NEEDED) AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH AND APPLIED IN A SLURRY. THE SLURRY WILL BE AGITATED DURING APPLICATION TO KEEP THE INGREDIENTS THOROUGHLY MIXED. THE MIXTURE WILL BE SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR
AFTER BEING PLACED IN THE HYDROSEEDER.
B. FINELY GROUND LIMESTONE WILL BE MIXED WITH WATER AND APPLIED IMMEDIATELY AFTER MULCHING IS COMPLETED OR IN COMBINATION WITH THE TOP DRESSING.

2. WHEN CONVENTIONAL PLANTING IS TO BE DONE, LIME AND FERTILIZER WILL BE APPLIED UNIFORMLY IN ONE OF THE FOLLOWING WAYS:
A. APPLY BEFORE LAND PREPARATION SO THAT IT WILL BE MIXED WITH THE SOIL DURING SEEDBED PREPARATION; OR,
B. MIX WITH THE SOIL USED TO FILL THE HOLES, DISTRIBUTE IN FURROWS; OR,
C. BROADCAST AFTER STEEP SURFACES AND SCARIFIED, PITTED OR TRENCHED.
D. A FERTILIZER PELLET WILL BE PLACED AT ROOT DEPTH.

Ds1 | Ds2 | Ds3

DISTURBED AREA STABILIZATION WITH MULCHING, TEMPORARY SEEDINGS AND PERMANENT SEEDINGS

SCALE: NTS

Ds2 Ds3 SEEDING CHART

	MONTH	TEMPORARY SEED	RATE/ACRE	PERMANENT SEED	RATE/ACRE
1)	JANUARY	RYEGRASS	40 - 50 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA (2)	8 - 10 LB. 30 - 40 LB. (1)
2)	FEBRUARY			UNHULLED BERMUDA SERICEA LESPEDEZA (2) FESCUE	8 - 10 LB. 30 - 40 LB. 30 - 50 LB.
3)	MARCH	RYE ANNUAL LESPEDEZA WEEPING LOVEGRASS	2 - 3 BU. 20 - 25 LB. 4 - 6 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA (2) FESCUE	8 - 10 LB. 30 - 40 LB. 30 - 50 LB.
4)	APRIL	RYE BROWN TOP MILLET ANNUAL LESPEDEZA SUDAN ANNUAL	2 - 3 BU. 30 - 40 LB. 20 - 25 LB. 35 LB.	WEEPING LOVEGRASS HULLED BERMUDA BAHIA	4 - 6 LB. 5 - 6 LB. 40 - 60 LB.
5)	MAY	WEEPING LOVEGRASS SUDAN GRASS BROWN TOP MILLET	4 - 6 LB. 35 LB. 30 - 40 LB.	WEEPING LOVEGRASS HULLED BERMUDA BAHIA	4 - 6 LB. 5 - 6 LB. 40 - 60 LB.
6)	JUNE	WEEPING LOVEGRASS SUDAN GRASS BROWN TOP MILLET	4 - 6 LB. 35 LB. 30 - 40 LB.	WEEPING LOVEGRASS HULLED BERMUDA BAHIA	4 - 6 LB. 5 - 6 LB. 40 - 60 LB.
7)	JULY	WEEPING LOVEGRASS SUDAN GRASS BROWN TOP MILLET	4 - 6 LB. 35 LB. 30 - 40 LB.		
8)	AUGUST	RYEGRASS WEEPING LOVEGRASS	40 - 50 LB. 4 - 6 LB.		
9)	SEPTEMBER			TALL FESCUE	30 - 50 LB.
10)	OCTOBER	WHEAT	2 - 3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA (2) FESCUE	8 - 10 LB. 30 - 40 LB. 30 - 50 LB.
11)	NOVEMBER	WHEAT	2 - 3 BU.	UNHULLED BERMUDA FESCUE SERICEA LESPEDEZA	8 - 10 LB. 30 - 50 LB. 30 - 40 LB.
12)	DECEMBER	RYE RYEGRASS WHEAT	2 - 3 BU. 40 - 50 LB. 2 - 3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8 - 10 LB. 30 - 40 LB. 30 - 50 LB.

(1) - USE A MINIMUM OF 40 LBS. SCARIFIED SEED. REMAINDER MAY BE UNSCARIFIED, CLEAN HULLED SEED.
(2) - USE EITHER COMMON SERALA, OR INTERSTATE SERICEA LESPEDEZA.

THE ABOVE SEEDING CHART LISTS ALL POTENTIAL OPTIONS. CONTRACTOR IS TO SUBMIT THE SCHEDULE AND PROPOSED SEED MIXTURE FOR THIS PROJECT FOR ENGINEER'S APPROVAL PRIOR TO SEEDING.

SOILS INFORMATION TABLE "ESTIMATED SOIL PROPERTIES"

MAP SYMBOLS	SOIL SERIES	PERMEABILITY (IN/HR)	ERODABILITY
LDD	LOUISBERG, STONEY LOAMY SAND, 6 TO 15 PERCENT SLOPES, ERODED	6.64	MODERATE
Cfs	CHEWACLA, SILT LOAM, 0 TO 2 PERCENT SLOPE, ERODED	0.57 - 1.27	SEVERE
HhC2	HULETT GRAVELLY SANDY LOAM, 6 TO 10 PERCENT SLOPES, ERODED	1.41	MODERATE

REFER TO "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR ADDITIONAL INFORMATION

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

24-HOUR CONTACT:
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(678)840-1213

GSWCC LEVEL II DESIGN CERTIFICATION No. 17561

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GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 033247 DARRELL M. VAUGHAN 5/24/21

Rev.	Description	Date	Apr.

Date: 5/24/2021 | Drawn by: DMV | Check by: BDJ
Project #: 10003.03 | Design by: BDJ | Review by:
SCALE: AS SHOWN

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

EROSION CONTROL NOTES AND DETAILS (SHEET 3 OF 4)

DRAWING NO. C-204
SHEET NO. 7 OF 9

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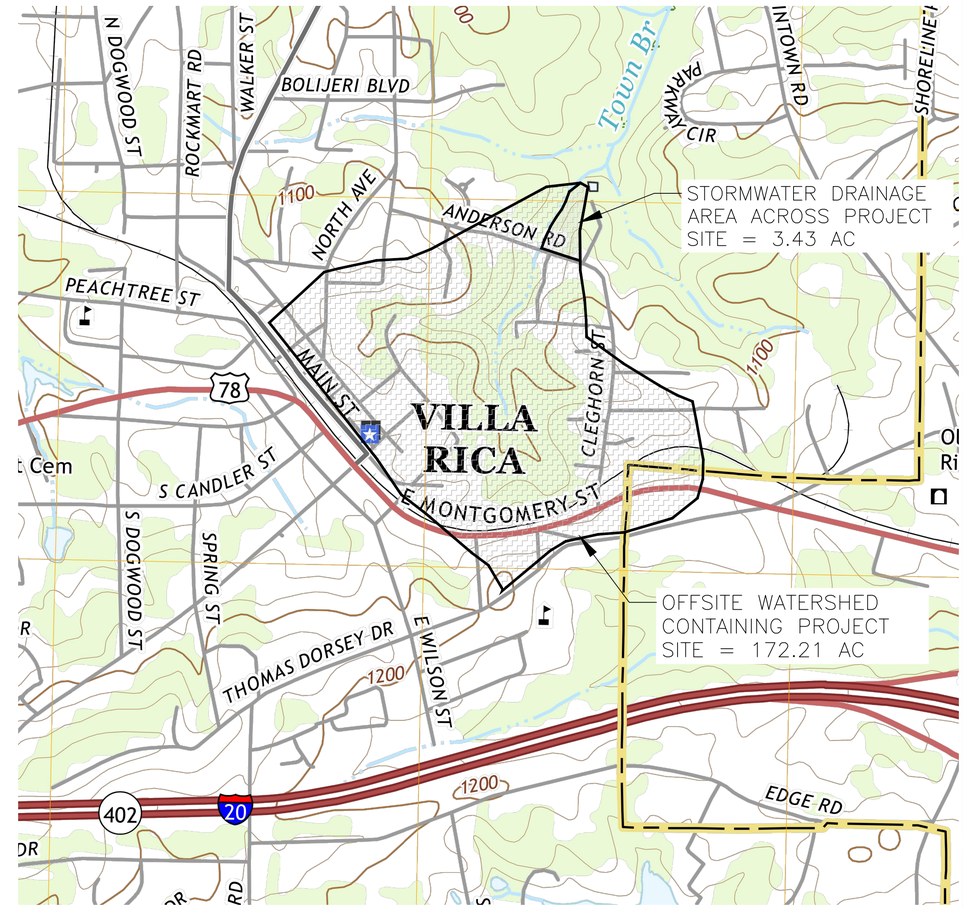
THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE

GENERAL SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. EROSION CONTROL MEASURES SHALL BE AS A MINIMUM IN CONFORMANCE WITH "THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" BY THE GA. SOIL & WATER CONSERVATION COMMISSION.
2. ANY AND ALL SILT LEAVING THE SITE IS THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL GRASSING SHALL BE IN ACCORDANCE WITH CHAPTER 6, SECTION III "VEGETATIVE PRACTICES" OF THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.
4. ANY ADDITIONAL CONSTRUCTION OTHER THAN SHOWN ON THIS PLAN WILL REQUIRE SEPARATE AND ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AND APPROVAL.
5. WHEN HAND PLANTING, MULCH (HAY OR STRAW) SHALL BE UNIFORMLY SPREAD OVER SEEDED AREA WITHIN 24 HOURS OF SEEDING.
6. DURING UNSUITABLE GROWING SEASONS, MULCH SHALL BE USED AS A TEMPORARY COVER (Ds1). ON SLOPES THAT ARE 4:1 OR STEEPER, MULCH SHALL BE ANCHORED.
7. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY.
8. THE SITE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES DUE TO ANY CONSTRUCTION ACTIVITY BY OTHERS DURING ALL PHASES OF CONSTRUCTION.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION BY THE ISSUING AUTHORITY.
10. NO ACTIVITIES SHALL BE CONDUCTED WITHIN THE STATE AND LOCAL JURISDICTION'S STREAM BUFFER.
11. ANY AMENDMENT TO THE EROSION CONTROL PLANS WHICH HAVE SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
12. ALL DISTURBED AREAS TO BE GRASSED AS SOON AS CONSTRUCTION PHASES PERMIT.
13. CUT AND FILL SLOPES SHALL NOT EXCEED 2H:1V.
14. ALL STUMPS, LIMBS, AND TREE TOPS ARE TO BE DISPOSED OF OFF-SITE AND THE SOIL IS TO BE CLEANED BY USE OF A ROOT RAKE OR SIMILAR IMPLEMENT.
15. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
    - 15.1. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL.
    - 15.2. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND.
    - 15.3. FREQUENT WATERING OF EXCAVATION AND FILL AREAS
    - 15.4. PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES.
16. STAGING AREAS, MATERIAL STORAGE, CONCRETE WASHOUT AREAS, OR DEBRIS BURN AND BURIAL HOLES SHALL NOT BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS. NO BURN AND BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.
17. THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED AND MAINTAINED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITY. LAND DISTURBANCE SHALL NOT BE ALLOWED OUTSIDE THE APPROVED LIMITS AS INDICATED ON THE APPROVED PLANS.
18. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC RIGHT-OF-WAY.
19. THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT OF WAY DURING ALL ASPECTS OF CONSTRUCTION.
20. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1"-3" STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE OR SITE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
21. IMMEDIATELY AFTER THE PLACEMENT OF THE CONSTRUCTION ENTRANCE, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE INITIAL EROSION CONTROL PLAN.
22. TYPE "S" SILT FENCE, DOUBLE ROW, SHALL BE INSTALLED AS SHOWN ON THE PLAN. THE SILT FENCE SHALL BE KEPT ERECT AT ALL TIMES AND REPAIRED AS NECESSARY.
23. SILT BARRIERS SHALL BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
24. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. INSPECT AND REPAIR FENCE DAILY.
25. INSPECT SEDIMENT AND EROSION CONTROL MEASURES AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ON HALF THE CAPACITY OF THE DEVICE. INSTALL ADDITIONAL DEVICES AS NECESSARY.

SPILL CONTROL PRACTICES

1. DISCHARGE OF NEW OR USED OIL, FUEL, LUBRICANTS, ETC. IS PROHIBITED. UTILIZE CONTAINMENT SYSTEMS. RECYCLED USED OILS, CONTAMINATED FUELS AND LUBRICANTS, ILLEGAL DISCHARGES ARE SUBJECT TO FINES AND PENALTIES.
2. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS THAT SHALL BE CLEARLY LABELED AND STORED IN A CLEARLY IDENTIFIED AREA. ANY ASPHALT SUBSTANCES USED ON-SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.
3. FERTILIZERS USED SHALL BE APPLIED IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER SHALL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. ANY FERTILIZERS THAT ARE TO BE STORED ON-SITE, SHALL BE STORED IN A PROTECTED SECURABLE ENCLOSURE. THE CONTENTS OF ANY PARTIALLY USED BAGS AT FERTILIZERS SHALL BE TRANSFERRED TO A CLEARLY TO A CLEARLY LABELED, SEAL ABLE PLASTIC CONTAINER TO AVOID SPILLS.
4. CONCRETE TRUCKS SHALL BE ALLOWED TO WASH OUT, DISCHARGE AND DRUM WASH ONLY AT THE IDENTIFIED EQUIPMENT MAINTENANCE AREAS. MAINTENANCE AREAS SHALL BE EQUIPPED WITH A DISCHARGE CONTAINMENT AREA (I.E. EARTH BERMS SURROUNDING AREA). THE CONTAINMENT AREA SHALL BE CLEANED UP AND REMOVED FROM THE SITE UPON COMPLETION OF CONCRETE INSTALLATION WORK.
5. LOCAL, STATE, AND MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE CLEARLY POSTED AND SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.
6. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP SHALL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS SHALL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUSTPANS, MAPS, RAGS, GLOVES, GOGGLES, RESPIRATORS, CAT LITER, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.
7. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY UPON DISCOVERY.
8. THE SPILL AREA SHALL BE KEPT WELL VENTILATED AND PERSONNEL SHALL WEAR THE APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.
9. THE SPILL PREVENTION PLAN SHALL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES SHALL ALSO BE INCLUDED.
10. ALL FUEL STORAGE SHALL BE PROVIDED OFFSITE. ALL FUELING AND EQUIPMENT STORAGE SHALL BE PERFORMED AT THE DESIGNATED LOCATION SHOWN ON THE PLANS. A COVERED 55 GALLON DRUM AND A SHOVEL SHALL BE PLACED AT THIS LOCATION. ALL SPILLS DURING FUELING OF LEAKS FROM THE EQUIPMENT SHALL BE REMOVED TO FULL DEPTH OF SOIL CONTAMINATION AND THE SOIL SHALL BE PLACED IN THE DRUM. WHEN THE DRUM IS FULL, DISPOSE OF DRUM PROPERLY IN AN APPROVED ENVIRONMENTAL PROTECTION AGENCY (EPA) HAZARDOUS LAND FILL. FOR SPILLS 25 GALLONS AND GREATER MUST BE REPORTED TO THE EPA AT 1-800-241-4113 AND THE NATIONAL RESPONSE CENTER AT 1-800-424-8802. THESE PLANS DO NOT AUTHORIZE THE DISCHARGE OF HAZARDOUS MATERIALS OR OILS RESULTING FROM AN ONSITE SPILL.
11. PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ON-SITE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATER, NATURAL DRAINS AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.
12. PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
13. CONCRETE TRUCK WASHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OF DRUM WASH WATER ONSITE.
14. FERTILIZER/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IF GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.
15. BUILDING MATERIALS - NO BUILDING MATERIALS OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ONSITE. ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.



ONSITE DRAINAGE & OFFSITE WATERSHEDS
USING USGS TOPOGRAPHICAL MAP

SCALE: NTS

PROPER DISPOSAL OF WASTE MATERIALS

WASTE MATERIALS

ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF ONCE PER WEEK OR MORE OFTEN IF NECESSARY AND TRASH WILL BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ON SITE.

ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE JOBSITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTE

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR MAKING SURE THAT THESE PRACTICES ARE FOLLOWED WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE MAINTAINED IN THE ESPCP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.

THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN FOUND WITHIN THE ESPCP AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS OR HAZARDOUS WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORMWATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORMWATER DISCHARGE WILL BE CONTAINED ON SITE UNTIL APPROPRIATE MEASURES IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORMWATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPCC PLAN.

TOTAL PROJECT ACREAGE: 0.97
TOTAL DISTURBED ACREAGE: 0.97

24-HOUR CONTACT:
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GSWCC LEVEL II DESIGN CERTIFICATION No. 17561

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GEORGIA REGISTERED 5/24/21 ENGINEER DARRELL M. VAUGHAN

Rev.	Description	Date	Apr

Date: 5/24/2021 | Drawn by: DMW | Check by: BDJ
Project #: 10003.03 | Design by: BDJ | Review by:
SCALE: AS SHOWN

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

EROSION CONTROL NOTES AND DETAILS (SHEET 4 OF 4)

DRAWING NO. C-205
SHEET NO. 8 OF 9

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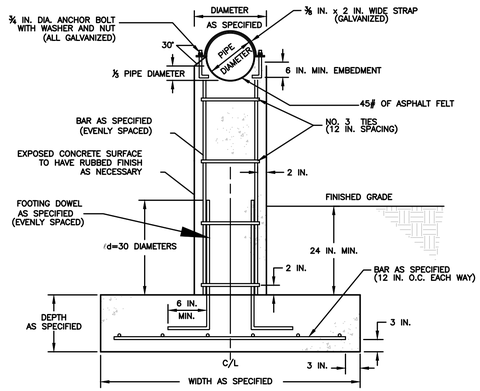
THIS LINE ——— IS ONE INCH LONG WHEN PLOTTED FULL SCALE

**USE LONG SPAN DIP WHEN DISTANCE BETWEEN PIERS IS GREATER THAN 20-FEET (REFER TO AMERICAN PIPE MANUAL SECTION 7 – CASE 2)



CONCRETE PIERS

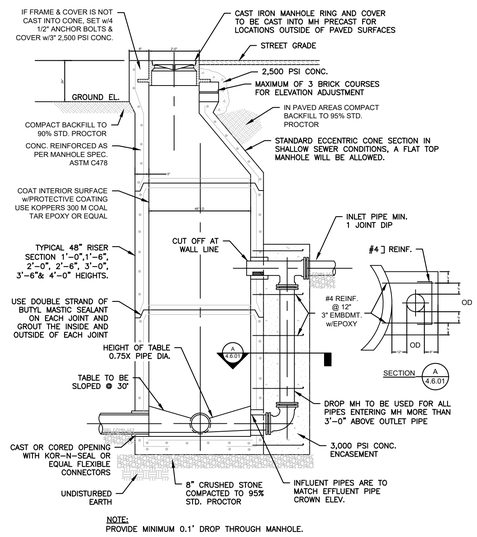
PIPE SIZE (INCHES)	PIER DIAMETER (INCHES)	PIER REINFORCING STEEL (EVENLY SPACED)
8	16	6 : NO. 5 BAR, NO. 3 TIE AT 12" O.C.
10	18	6 : NO. 5 BAR, NO. 3 TIE AT 12" O.C.
12	20	6 : NO. 5 BAR, NO. 3 TIE AT 12" O.C.
14	22	6 : NO. 6 BAR, NO. 3 TIE AT 12" O.C.
16	24	6 : NO. 6 BAR, NO. 3 TIE AT 12" O.C.

CONCRETE FOOTINGS

PIER DIAMETER (INCHES)	FOOTING WIDTH AND DEPTH (INCHES)	FOOTING REINFORCING STEEL (EVENLY SPACED, 12 INCH MAX. SPACING EACH WAY)	FOOTING DOWELS (EVENLY SPACED)
16	40 X 40 X 12 DEPTH	NO. 5 BAR	NO. 5 BAR
18	42 X 42 X 15 DEPTH	NO. 5 BAR	NO. 5 BAR
20	44 X 44 X 15 DEPTH	NO. 5 BAR	NO. 5 BAR
22	46 X 46 X 18 DEPTH	NO. 6 BAR	NO. 6 BAR
24	48 X 48 X 20 DEPTH	NO. 6 BAR	NO. 6 BAR

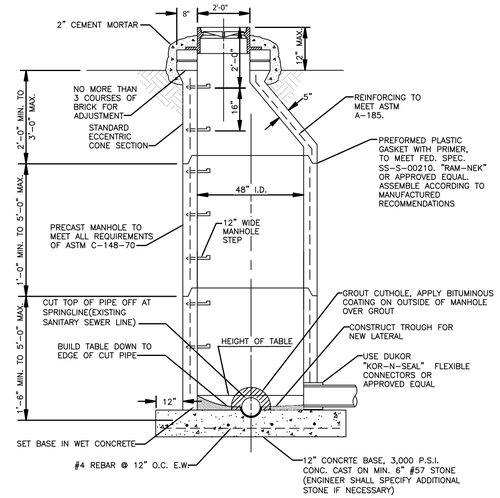
1 / C-301 CONCRETE PIER & DIMENSIONS
SCALE: N.T.S.

NOTE:
MANHOLES TO BE FLUSH WITH PAVEMENT IN PAVED AREAS. MANHOLES IN LAW AREAS SHALL BE FLUSH WITH FINISHED GRADE. MANHOLES ON OUTFALL LINES ARE TO BE 24" ABOVE GROUND EL.

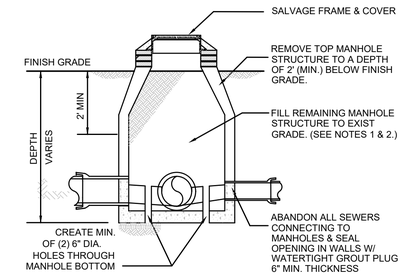


NOTE:
PROVIDE MINIMUM 0.1' DROP THROUGH MANHOLE.

CITY OF VILLA RICA, GA WATER & SEWER DEPARTMENT	PRECAST CONCRETE MANHOLE CONSTRUCTION STANDARD	DATE: JAN. 2021 APPROVED:	STANDARD NO. 4.6.01



3 / C-301 DOGHOUSE MANHOLE DETAIL
SCALE: N.T.S.

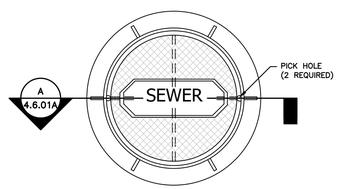


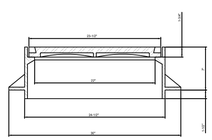
NOTES:

1. MANHOLES UNDER PAVEMENT - PLUG LINES AS SHOWN, FILL MANHOLE WITH COARSE GRANULAR MATERIAL. PATCH PAVEMENT IN ACCORDANCE WITH THE PAVEMENT PATCH DETAIL OR GDOT STANDARDS.

2. MANHOLES OUTSIDE PAVEMENT - PLUG LINES AS SHOWN. FILL MANHOLE WITH RUBBLE AND COMPACTED EARTH. RESTORE AREA AS REQUIRED IN SPECIFICATIONS.

4 / C-301 MANHOLE ABANDONMENT
SCALE:

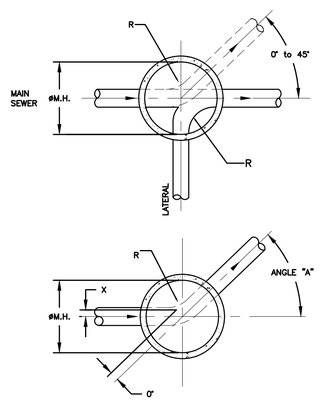




SECTION A 4.6.01A
SCALE: N.T.S.

NOTES:
1. FRAME AND COVER MACHINED FOR A NON-ROCKING FIT.
2. APPROXIMATE FRAME WEIGHT-180#.
3. APPROXIMATE COVER WEIGHT-135#.
4. PROVIDE WATER TIGHT BOLT-DOWN TYPE COVER SECURED WITH 4 STD. HEX HEAD BRONZE OR STN STL BOLTS AND GASKETS WHERE INDICATED.

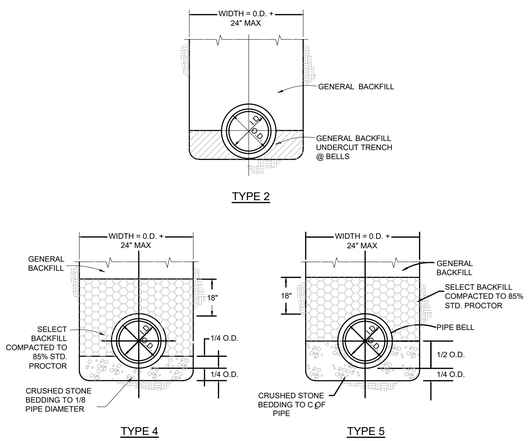
CITY OF VILLA RICA, GA WATER & SEWER DEPARTMENT	MANHOLE FRAME & COVER CASTING CONSTRUCTION STANDARD	DATE: JAN. 2021 APPROVED:	STANDARD NO. 4.6.01A



STANDARD MANHOLE SCHEDULE OF GOVERNING DIMENSIONS

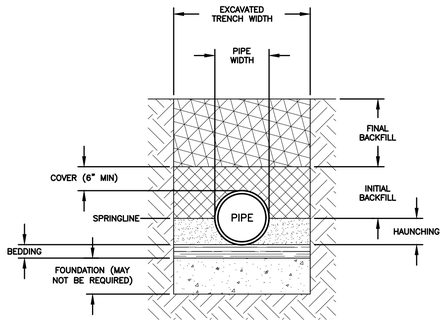
PIPE SIZE	ANGLE "A"	øM.H.		"X"
8" TO 15"	0° TO 90°	4'-0"		0"
18" TO 24"	0° TO 60°	4'-0"		0"
18" TO 24"	60° TO 90°	5'-0"		6"
27" TO 30"	0° TO 30°	5'-0"		0"
27" TO 30"	30° TO 60°	5'-0"		6"
27" TO 30"	60° TO 90°	6'-0"		8"
36"	0° TO 90°	6'-0"		0"
42"	0° TO 60°	6'-0"		0"
48"	0° TO 30°	6'-0"		6"

6 / C-301 MANHOLE INVERT PLAN
SCALE: N.T.S



NOTE:
TYPE 1 AND TYPE 3 ARE NOT FOR USE IN CONSTRUCTION.

7 / C-301 DUCTILE IRON PIPE BEDDING
SCALE: N.T.S.



NOTE:
BEDDING FOR PVC PIPE SHALL CONFORM TO REQUIREMENTS OF ASTM D2321, LATEST EDITION, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS".

8 / C-301 PVC PIPE BEDDING DETAIL
SCALE: N.T.S

THIS LINE ____ IS ONE INCH LONG WHEN PLOTTED FULL SCALE

BRENNAN JONES ENG. ASSOC., LLC
7513 MASON FALLS DR., WINSTON, GEORGIA
(P) 770-688-5148 (F) 770-577-0300

GEORGIA REGISTERED 5/24/21 PROFESSIONAL ENGINEER HARRELL M. VAUGHAN

Rev.	Description	Date	Apr

Date: 5/24/2021 | Drawn by: DMW | Check by: BDJ
Project #: 10003.03 | Design by: BDJ | Review by:
SCALE: AS SHOWN

TOWN BRANCH INTERCEPTOR SEWER
CITY OF VILLA RICA, GEORGIA

STANDARD DETAILS (SHEET 1 OF 1)

DRAWING NO. C-301
SHEET NO. 9 OF 9

C:\Users\brenn\Dropbox\Villa Rica\17003.10_Town Branch Interceptor-Cleghorn P Sta Investigation\Draw\Sheets\17003.10_C-301.dwg - 5/26/2021

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Contract Award for Wastewater Pump Station and Manhole Rehabilitation

AGENDA DATE: July 13, 2021

DATE PREPARED: June 30, 2021
PREPARED BY: Pete Zorbanos

AMOUNT: $516,975.00
GL ACCOUNT #: 505-4330-541400
FUNDING SOURCE: Water/Sewer Fund
BUDGETED ITEM? Partially- $275,000.00

PURPOSE: To engage a contractor for the rehabilitation of approximately 146 sanitary sewer manhole structures and 9 pump station wet well structures.

BACKGROUND: Many of the pump station structures, and gravity sewer manholes have deficiencies that need to be addressed. These deficiencies include but are not limited to, root intrusion, active leaks, and structural corrosion caused by hydrogen sulfide gas.

STAFF RECOMMENDATION: Four bids were submitted, and the base bids were checked, and tabulated as follows:

Contractor	Total Base Bid
Enviro Trenchless, LLC	$516,975.00
RDJE, Inc.	$658,759.00
Wade Coots Company, Inc.	$771,910.00
Insituform Technologies, LLC	$849,527.60

It was determined that Enviro Trenchless, LLC was the low bidder for this project when evaluated on the basis of the base bid amount, and have all the qualifications to successfully complete the project. Therefore, Staff recommends the project be awarded to Enviro Trenchless, LLC in the amount of $516,975.00.

IMPACT. The goal of this project will be to eliminate leaks and reduce inflow and infiltration, conduct structural repairs of all structures and manholes, clean and remove roots and obstructions, and provide a protective coating against hydrogen sulfide corrosion.

MOTION: I move to award the contract for Wastewater Pump Station and Manhole Rehabilitation to Enviro Trenchless, LLC in the amount of $516,975.00.

ADVERTISEMENT FOR BIDS

City of Villa Rica
571 W Bankhead Hwy
Villa Rica, Georgia 30180

TOWN BRANCH INTERCEPTOR SEWER

The Work includes the installation of approximately 861 linear feet of 12-inch DIP and SDR26 PVC gravity sewer, 33 linear feet of 8" DIP gravity sewer, 5 precast concrete manhole structures (67 VF), connections to existing sewer lines and manholes, manhole abandonment of 3 manhole structures, abandonment of existing sewer, two concrete piers, approximately 270 CY of earthwork, erosion control measures, and other related work as indicated.

Separate sealed Bids for construction of the TOWN BRANCH INTERCEPTOR SEWER will be received by the City of Villa Rica, Georgia (also referred to as Owner) from General Contractors, including all associated work labor and materials, equipment and appurtenances required to complete the work.

Bids will be received at the City of Villa Rica, 571 W Bankhead Hwy, Villa Rica, GA 30180, at 2:30 p.m. legal local time, Thursday, June 24, 2021 and then publicly opened and read aloud. Bids submitted by mail or courier are required to be delivered before the Bid Opening time stated above and should be addressed to City of Villa Rica, 571 W Bankhead Hwy, Villa Rica, Georgia 30180, Attention: Tom Barber, City Manager.

A non-mandatory pre-bid meeting will be held at Villa Rica, City Hall, located at 571 W Bankhead Hwy, Villa Rica, GA 30180, at 11:00 a.m., Thursday, June 10, 2021. Prospective bidders are encouraged to attend the pre-bid meeting.

No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia Utility Contractor's License of proper classification and in full force and effect, in compliance with Act O.C.G.A. 43 14.

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after time designated for receipt of Bids or until notified by Owner, whichever is sooner.

Bids must be accompanied by a certified check or Bid Bond in the amount of five percent of the bid amount. The successful bidder must be able to provide a Payment Bond and Performance Bond within ten days of Notice of Award. The Payment Bond and Performance Bond must be in the amount of 100 percent of the contract amount.

A non-collusion affidavit must be completed and submitted as part of the Contractor's bid.

City of Villa Rica, Georgia reserves right to reject any and all bids and to waive irregularities, technicalities, and informalities.

The Contract Documents may be examined at the following locations:

City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
http://www.villarica.org
Phone (770) 459-7000
Fax (770) 459-7003

Brennan Jones Engineering Associates, LLC
7513 Mason Falls Drive
Winston, GA 30187
Phone (770) 577-0300
E-mail: brennan.jones@bjeallc.com

Dodge Data & Analytics
www.Construction.com
Phone (413) 507-3179

Constructconnect
www.ConstructConnect.com
Phone (800) 364-2059

Sets of the Bid packages consisting of one hard copy set of plans and specifications and one electronic copy in Adobe Acrobat (.pdf) format may be obtained at the office of Brennan Jones Engineering Associates, LLC, the Engineer, upon payment of a nonrefundable fee of $180.00 for each set.

S/ Tom Barber, City Manager
City of Villa Rica
May 27, 2021

Brennan Jones Engineering Associates, LLC

June 28, 2021

Honorable Mayor and City Council
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, Georgia 30180

Attn: Mr. Peter F. Zorbanos, Utilities Director

Re: Contract Award Recommendation
Pump Station and Manhole Rehabilitation
City of Villa Rica, Georgia
BJEA Project #17003.08

Dear Mr. Zorbanos:

We have reviewed the bids received at City Hall at 2:00 P.M. local time on June 24, 2021, for construction of the referenced project. A total of four (4) bids were received as outlined in the summary below.

No.	Bidder	Bid Amount
1.	**Enviro Trenchless, LLC** 4501 Russell Pkwy, Suite 19 Warner Robins, GA 31088	**$516,975.00**
21.	**RDJE, Inc.** 679 Hwy 29 South Newnan, GA 30263	**$658,759.00**
3.	**Wade Coots Company, Inc.** 174 Duncan Cir. Hiram, GA 30141	**$771,910.00**
4.	**Insituform Technologies, LLC** 17988 Edison Avenue Chesterfield, MO 63005	**$849,527.60**

A certified tabulation of bids received is attached. A copy of the tabulation has been sent to each bidder for their information.

All bidders submitted with their bid a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (Latest Revision Date 7/1/2020).

7513 Mason Falls Drive - Winston, Georgia 31087
Ph 770.688.5148 Fx 770.577.0300

The low bid amount of $516,975.00 was submitted by Enviro Trenchless, LLC. The low bid amount was close to the engineer's opinion of construction cost; therefore, it is our opinion that the low bid is representative of the project cost.

Based on a check of the references provided by the low bidder, Enviro Trenchless, LLC has successfully completed numerous projects, which are similar in scope to this project. In addition, Enviro Trenchless, LLC has sufficient equipment and finances to accomplish work associated with this project.

Therefore, Brennan Jones Engineering Associates, LLC, recommends the City of Villa Rica award the construction contract to Enviro Trenchless, LLC in the amount of $516,975.00 for the construction of Pump Station and Manhole Rehabilitation, contingent on adequate capital being available from to finance the construction costs.

If there are any questions, please contact our office.

Very truly yours,
BRENNAN JONES ENGINEERING ASSOCIATES, LLC

Brennan D. Jones

Brennan D. Jones, P.E.
Principal Engineer

Enclosures Bid Tabulation

Award Rec_Pump Sta and MH Rehab_062821.docx

Bid Tabulation
Pump Station and Manhole Rehabilitation
City of Villa Rica, Georgia
Bids Opened 2:00 p.m., June 24, 2021

Item No.	Description	Est'd Quantity	Unit	Bidder No. 1 Enviro Trenchless, LLC 4501 Russell Pkwy, Suite 19 Warner Robins, GA 31088 Unit Cost	Amount	Bidder No. 2 RDJE, Inc. 679 Hwy 29 South Newnan, GA 30263 Unit Cost	Amount	Bidder No. 3 Wade Coots Company, Inc. 174 Duncan Cir. Hiram, GA 30141 Unit Cost	Amount	Bidder No. 4 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 Unit Cost	Amount
1	Type P1 Prep for 4' Conc. Manhole	867	VF	$40.00	$34,680.00	$72.00	$62,424.00	$50.00	$43,350.00	$179.90	$155,973.30
2	Type P2 Prep for 4' Conc. Manhole	327	VF	$60.00	$19,620.00	$83.00	$27,141.00	$75.00	$24,525.00	$232.10	$75,896.70
3	Type P3 Prep for 4' Brick Manhole	181	VF	$50.00	$9,050.00	$90.00	$16,290.00	$60.00	$10,860.00	$179.90	$32,561.90
4	Type R1 Rehab for 4' Conc. Manhole	867	VF	$165.00	$143,055.00	$102.00	$88,434.00	$170.00	$147,390.00	$203.10	$176,087.70
5	Type R2 Rehab for 4' Conc. Manhole	330	VF	$415.00	$136,950.00	$450.00	$148,500.00	$350.00	$115,500.00	$319.10	$105,303.00
6	Type R3 Rehab for 4' Brick Manhole	181	VF	$175.00	$31,675.00	$120.00	$21,720.00	$185.00	$33,485.00 *	$203.10	$36,761.10
7	Remove & Replace Manhole, Complete, Including Site Restoration & Pavement Patching	4	VF	$1,500.00	$6,000.00	$1,100.00	$4,400.00	$1,200.00	$4,800.00	$3,116.80	$12,467.20
8	Reconstruct Invert Channel and Shelf	8	EA	$400.00	$3,200.00	$1,050.00	$8,400.00	$1,500.00	$12,000.00	$615.00	$4,920.00
9	Reset or Remove & Replace MH Frame & Cover Casting	6	EA	$700.00	$4,200.00	$1,225.00	$7,350.00	$2,500.00	$15,000.00	$1,956.80	$11,740.80
10	Pump Station Rehabilitation - Conners Road Pump Station (60" Dia, 14 ft Depth) (P4, R4)	1	LS	$9,000.00	$9,000.00	$19,500.00	$19,500.00	$34,000.00	$34,000.00	$17,609.80	$17,609.80
11	Pump Station Rehabilitation - Rivertrace Pump Station (60" Dia, 16 ft Depth) (P4, R4)	1	LS	$10,285.00	$10,285.00	$21,765.00	$21,765.00	$36,000.00	$36,000.00	$21,671.10	$21,671.10
12	Pump Station Rehabilitation - Hubbard Court Pump Station (72" Dia, 15 ft Depth) (P4, R4)	1	LS	$11,610.00	$11,610.00	$25,520.00	$25,520.00	$35,000.00	$35,000.00	$21,671.10	$21,671.10
13	Pump Station Rehabilitation - Bay Springs Pump Station (72" Dia, 29 ft Depth) (P4, R4)	1	LS	$22,475.00	$22,475.00	$45,410.00	$45,410.00	$50,000.00	$50,000.00	$37,916.30	$37,916.30
14	Pump Station Rehabilitation - Augusta Woods II Pump Station (72" Dia, 14 ft Depth) (P4, R4)	1	LS	$10,850.00	$10,850.00	$24,020.00	$24,020.00	$36,000.00	$36,000.00	$20,510.70	$20,510.70
15	Pump Station Rehabilitation - Shoreline Pkwy Pump Station (72" Dia, 24 ft Depth) (P4, R4)	1	LS	$18,600.00	$18,600.00	$38,280.00	$38,280.00	$49,000.00	$49,000.00	$35,015.40	$35,015.40
16	Pump Station Rehabilitation - Brandywine Pump Station (96" Dia, 18 ft Depth) (P4, R4)	1	LS	$18,600.00	$18,600.00	$41,655.00	$41,655.00	$42,500.00	$42,500.00	$34,277.40	$34,277.40
17	Pump Station Rehabilitation - Catamaran Cove Pump Station (72" Dia, 18 ft Depth) (P4, R4)	1	LS	$13,950.00	$13,950.00	$29,650.00	$29,650.00	$42,500.00	$42,500.00	$25,732.40	$25,732.40
18	Pump Station Rehabilitation - Edge Rd Pump Station (72" Dia, 17 ft Depth) (P4, R4)	1	LS	$13,175.00	$13,175.00	$28,300.00	$28,300.00	$40,000.00	$40,000.00	$23,411.70	$23,411.70
	Total				**$516,975.00**		**$658,759.00**		**$771,910.00 ***		**$849,527.60**
	Notes				1,2		1,2		1,2		1,2

Notes:

* Denotes Corrected Amount

1. Bid Bond was provided from a company listed on Federal Circular 570 Latest Edition (July 1, 2020).
2. Bidder Acknowledged receipt of Addendum No. 1, dated 6/21/21.

I certify that this is a correct tabulation of bids received at the time and place stated above, and I have personally checked the tabulation against the bid forms submitted.

Brennan D. Jones

June 24, 2021

Brennan D. Jones, P.E.

Prepared By
Brennan Jones Engineering Associates, LLC

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Approval of Work Order 17003.14 with Brennan Jones to Design Modifications to the Shoreline Lift Station

AGENDA DATE: July 13, 2021 **DATE PREPARED:** July 02, 2021
PREPARED BY: Tom Barber

AMOUNT: $75,750.00 **GL ACCOUNT #:** 505-4115-xxxx
FUNDING SOURCE: Water & Sewer Fund **BUDGETED ITEM?** No

PURPOSE: To approve a work order with Brennan Jones for the design and construction oversight of the Shoreline lift station improvements.

BACKGROUND: The North Plant, currently operates at 80% of capacity. Staff is evaluating the pros and cons of increasing capacity or converting it into a holding facility/lift station. To reduce the flow to the North Plant staff is proposing to redirect the force main from the Shoreline lift station. Under this proposal the lift station would pump to the Cleghorn lift station, which pumps to the West Plant. This would redirect much of the flow from the north side of Mirror Lake to the West Plant, buying us some time. Brennan has been asked to not only design the lift station improvements and force main realignment but to also bid the project and oversee construction.

STAFF RECOMMENDATION: Staff recommends approval of the work order.

IMPACT: Redirecting the flow from the Shoreline lift station to Cleghorn instead of the North Plant will give us more time to make improvements to the North Plant.

MOTION: I move to approve work order 17003.14 with Brennan Jones Engineering Associates, LLC for $75,750 to design, bid, and oversee the construction of improvements to the Shoreline 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
SHORELINE TO CLEGHORN FORCE MAIN RELOCATION
AND SHORELINE PUMP STATION UPGRADE
July 2, 2021

WORK ORDER NO. 17003.14

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
The Mirror Lake development is expanding and will increase the total number of residential units by more than 1,500 residential units within the next 5-years. The North Wastewater Treatment facility is nearing its permitted capacity and will not be able to treat all flow generated from the Mirror Lake development expansion unless the North WPCP is expanded. Excess wastewater treatment capacity is available at the West WRF wastewater treatment facility. In order to allow for the residential development at Mirror Lake, flows from the northern part of the Mirror Lake development will be transferred to the West WRF. The capacity of Cleghorn Pump Station will be evaluated to ensure that its capacity is sufficient to accommodate the transferred sewer flow. We believe that Cleghorn pump station has capacity for the additional transferred flow; therefore, upgrades for Cleghorn Pump Station are not anticipated to be required. If it is later determined that upgrades to Cleghorn pump station are needed, we will submit an amendment to this work order for that design effort.

Wastewater collection and conveyance system improvements needed to transfer sewer flow into the West WRF basin from Shoreline pump station in the North portion of Mirror Lake development include:

- Force main relocation from Shoreline Pump station to the gravity sewer in the Cleghorn / East-West transfer pump station. Approximately2,600 linear feet of new force main will be required.
- Improvements to the existing force main including installation of an air release valve and manhole structure.
- Upgrades to the Shoreline pump station including pump replacement and electrical improvements.

The relocated force main will cross several properties including a large undeveloped parcel spanning between Shoreline Parkway and Punkintown Road, and approximately 6 residential parcels located west of Punkintown Road.

Scope of Services
BJEA will perform the following tasks for this project:

Task 1 – Project Management and Coordination. Project management and coordination activities include design coordination meetings with the City, and staff from site development engineering firm, water system engineering firm and road design engineering firm. This activity also includes costs for expenses including travel, copies, etc. A budget of $3,000 has been established for this task.

Task 2 – Survey Control Points and Limited Topographic Surveying & Easements. BJEA's subconsultant, Lowery & Associates, 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 3 – Easement Preparation. Easement plats and legal descriptions for the new sanitary sewer will be prepared by BJEA's surveying subconsultant Lowery Land Surveying. A budget of $1,800 has been established for this task.

Task 4 – Permitting (Environmental). BJEA will prepare environmental and transportation related permits required for pipeline and facility construction. BJEA's subconsultant Contour Environmental, LLC will conduct 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. A budget of $5,000.00 has been established for permitting, excluding the cost for any mitigation that may be required.

Task 5 – 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 6 – 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 7 – Design and Preparation of Plans and Specifications. BJEA will design and prepare construction plans and specifications for force main relocation and for pump station upgrades for Shoreline Pump Station. 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 8 – 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.

Work Order 17003.14
Shoreline to Cleghorn Force Main Relocation
And Shoreline Pump Station Upgrades
City of Villa Rica, Georgia
March 25, 2021

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 – Project Management	$3,000.00 (H)
Task 2 – Survey Control Points and Limited Topographic Surveying	$13,650.00 (LS)
Task 3 –Easements (@$300/Ea)	$2,100.00 (Budget)
Task 4 – Permitting (Environmental - Wetlands)	$7,500.00 (Budget)
Task 5 – Geotechnical Investigation & Construction Materials Testing	$8,000.00 (Budget)
Task 6 – Subsurface Utility Locating Services (Hourly Budget)	$3,500.00 (Budget)
Task 7 – Design and Preparation of Plans and Specifications	$25,500.00 (LS)
Task 8 – Bidding and Construction Phase Services	$15,500.00 (LS)
Total	**$75,750.00**

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 be 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.

OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of July 2, 2021.

CONSULTANT

BRENNANJONES ENGINEERING ASSOCIATES, LLC

Brennan D. Jones

Brennan D. Jones, P.E.
Principal

Date July 2, 2021

OWNER

CITY OF VILLA RICA, GEORGIA

Tom Barber
City Manager

Date _____

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Distribution / Collection Department Security

AGENDA DATE: **July 13, 2021**

DATE PREPARED: **July 7, 2021**
PREPARED BY: **John Bain**

AMOUNT: **$75,731.00.**
GL ACCOUNT #: **505-4440-541210**
FUNDING SOURCE: **Water/Sewer Fund**
BUDGETED ITEM? **Yes**

PURPOSE: To engage contractor to install security cameras, security access, and gates at the old West Plant for the new Distribution / Collection Department compound.

BACKGROUND: Currently, the Distribution and Collection Department have relocated, including personnel and equipment, to the old West Plant site, requiring security of the area.

STAFF RECOMMENDATION: Staff recommends engaging Relyco Security to install cameras and security access and gates, in the amount of $75,731.00.

IMPACT: Upgrades will provide the safety of personnel and prevention of theft and vandalism of city-owned equipment.

MOTION: I move to approve engaging Relyco Security for the installation of cameras, security access, and gates, in the amount $75,731.00.

Relyco Security Resources-QUOTATION

Date: 6/25/21

Project Name: City of Villa Rica -205 Barber

Re: Camera system

Relyco Security
807 Collinsworth Road
Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #62521-1

Item	Qty.	Part #	Description	Price	Ext.
1	1	6K-BJP2U20TL	DIGITAL WATCHDOG P-RACK NETWORK VIDEO RECORDER 20T	$7999	$7999
2	3	6K-PVF5DI1TW	360 DEGREE 5MP DOME CAMERA FOR FROST SHED	$751	$2253
3	3	6K-VFZJUNCW	BRACKET FOR PVF5DI1TW	$56	$168
4	2	6K-PZ21M69T	2OMP PANORAMIC CAMERA FOR FRONT AND REAR OF THE FROST SHED	$2999	$5998
5	2	DWC-PZWM	BRACKET FOR PZ21M69T	$116	$232
6	9	6K-MBT4WI28	4MP BULLET CAMERAS FOR PERIMETER COVERAGE 2.8MM LENS	$266	$2394
7	9	6K-MBTJUNC	BRACKET FOR MBT4WI28	$31	$279
8	14	6K-SPECLSC01	LIFETIME CAMERA LICENSE	`$106	$1484
9	1	TQ-TIPG160	HARDENED NETWORK SWITCH	$665	$665
10	1	Wireless bridge	UBIQUITY NANO LOCO	$300	$300
11	1	TC-SRW6UDP	6U RACK ENCLOSURE	$314	$314
12	1	TQ-TPETG160G	16 PORT POE SWITCH	$420	$420
13	3	WG-50971008	1000' WEATHER RESISTANT CAT5E	$329	$987
14	1	ENCLOSURE	12X12X6 PLASTIC ENCLOSURE	$99	$99
15	1	TAMPER	TAMPER SWITCH AND INOVONICS TRANSMITTER	$89	$89
16	1	UPS	UPS FOR HEAD END EQUIPMENT	$620	$620
17	14	MRJPOE	CAMERA SURGE PROTECTORS	$77	$1078
18	1	CONDUIT	CONDUIT BETWEEN BUILDINGS FOR INTERCONNECTION	$200	$200
19	1	RENTAL	TRENCHER AND SCISSOR LIFT RENTALS	$500	$500
			Sub-Total		$26079
20	40	LABOR			$5200
			Total		$31,279

CONDITIONS AND EXCLUSIONS:

1. Price is for a turn key system
2. Parts have a 1 year warranty

Thank you, Josh Brown

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

Signature of customer:_____Date:_____

Barber Industrial Ct
540'-6"
SAFETY LOOP
EXIT LOOP
161'-1"
56'-8"
119'-11"
155'-8"
52'-9"
122'-11"
155'-2"
96'-3"
184'-6"
148'-2"
T. Trailer
FROST SHED
180
360
2.8mm
20' 1" CONDUIT
2 6X6X6 BOX & COVERS
2 SWEEP 90'S
2 BOX CONNECTORS
2 1" COUPLINGS
2 WEATHERTITE CONNECTORS
F.S. Head-In
1 12x12x6 enclosure
16 Port PoE Switch Hardened
** Needs 120VAC
Main Head-In
1 wall mt. enclosure
16 Port PoE Switch
1 video server
1 vista 128bpt
1 inovonix pwr 290
** Needs 120VAC
Google

Relyco Security Resources-QUOTATION

Date: 6/25/21

Project Name: City of Villa Rica -205 Barber

Re: SECURITY/ ACCESS

Relyco Security
807 Collinsworth Road
Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #62521-3

Item	Qty.	Part #	Description	Price	Ext.
1	2	CDVI A22	ACCESS CONTROL PANEL	$720	$1440
2	6	NANOPB	ACCESS CONTROL CARD READER (2 FOR UPPER PEDASTAL, 2 FOR LOWER, 1 FOR SECURITY ARM AND 1 FOR SECURITY DISARM)	$129	$774
3	500	18/6	6 CONDUCTOR CABLING	$199	$199
4	1	SIREN 11501	OUTSIDE SIREN WITH TAMPER SWITCH	$39	$39
5	2	ALARM STATUS	LED ALARM ARMED INDICATION KIT	$24	$48
6	1	V128BPT	COMMERCIAL 128 ZONE CONTROL PANEL	$450	$450
7	1	CELL	CELLULAR COMMUNICATOR FOR ALARM SYSTEM	$140	$140
8	1	6160	ALPHA NUMERIC KEYPAD FOR ALARM	$143	$143
9	1	BACK UP BATTERY	12 VOLT 7AH BATTERY FOR ALARM CONTROL	$27	$27
10	6	RPM/ CONTACTS	CONTACTS FOR DOORS AND ROLL UP DOORS	$40	$240
11	2	GATE STATUS	CONTACT WIRING FOR GATE OPEN AND CLOSE STATUS, VIEWABLE IN SOFTWARE	$75	$150
12	1	EN7290	INOVONICS/ HONEYWELL RECIEVER	$588	$588
13	10	BEAMS	OPTEX 200' WIRELESS BEAMS (10 SETS)	$980	$9800
14	1	SURGE	ALARM SURGE PROTECTOR FOR BUILDING CROSSOVER	$55	$55
			Sub-Total		$14093
20	56	LABOR			$7280
			Total		$21,373

CONDITIONS AND EXCLUSIONS:

1. Price is for a turn key system
2. Parts have a 1 year warranty

Thank you,
Josh Brown

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

Signature of customer:_____Date:_____

Relyco Security Resources-QUOTATION

Date: 6/25/21

Project Name: City of Villa Rica -205 Barber

Re: GATES

Relyco Security
807 Collinsworth Road
Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #62521-2

Item	Qty.	Part #	Description	Price	Ext.
1	1	02-CSL24U	Liftmaster Commercial, 24vdc Slide, 0.5HP, Gate Operator For Up To 50 Foot Opening	$2639	$2639
2	1	02-41R	LIFTMASTER #41 EXPANSION CHAIN 10 FOOT BOX / BLACK OXID	$28	$28
3	2	02-CSW24U	LIFTMASTER 24VDC SWING GATE OPERATOR FOR UP TO 18 FOOT OPENING	2683	$5366
4	4	02-A24	LIFTMASTER 24 VDC LOOP DETECTOR MODULE WITH 11 PIN HARNESS (02-A57)	$228	$912
5	1	02-LW1000BLK	LIFTMASTER LOOP WIRE, BLACK, 1000FT, 18AWG	$169	$169
6	3	02-LMWEKITU	LIFTMASTER WIRELESS EDGE MONITORED KIT(1RX AND 1TX)	$168	$504
7	3	02-003	LIFTMASTER GOOSENECK PEDESTAL DUAL HEIGHT	$319	$957
8	1	CONSUM 1	CONCRETE/ASPHALT CUT FEE	$250	$250
9	1	LIQTIT	3/4 IN. X 100 FT. NON METALLIC LIQUIDTITE CONDUIT	$114	$114
10	3	MISC 1	CONCRETE, CONDUIT FITTINGS, BOXES, COVERS, WIRE,AND FASTENERS PER OPERATO	$100	$300
11	1	GATE	33' CANTALEVER GATE	$5000	$5000
12	1	GATE REPAIR	REPAIR 1ST AND 3RD GATE **Replace one three (3") inch post and build and install one 11'6" X 7 + 1 galvanized gate leaf at entrance. Build and install one (1) thirty four (34') feet wide six (6') +1 galvanized cantilever gate at the building.** **Replace one (1) new 6-5/8" galvanized post and adjust gate on last gate on the left.**	$3200	$3200
			Sub-Total		$19439
20	28	LABOR			$3640
			Total		$23,079

CONDITIONS AND EXCLUSIONS:

1. Price is for a turn key system
2. Parts have a 1 year warranty
3. Electrical contractor shall provide (1) dedicated 120VAC /20 Amp circuit for each operator installed total (3) locations

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Upgrade Security Cameras at Water Plant

AGENDA DATE: **July 13, 2021**

DATE PREPARED: **July 7, 2021**
PREPARED BY: **John Bain**

AMOUNT: **$ 2,784.00**
GL ACCOUNT #: **505-4420-522210**
FUNDING SOURCE: **Water/Sewer Fund**
BUDGETED ITEM? **Yes**

PURPOSE: To engage contractor to upgrade the existing security cameras at the Water Treatment Plant.

BACKGROUND: Currently, the Water Treatment Plant security cameras are analog cameras. The upgrades will provide greater capability and resolution.

STAFF RECOMMENDATION: Staff recommends engaging Relyco Security to upgrade the security cameras, in the amount of $2,784.00.

IMPACT: Upgrades will provide the safety of personnel and prevention of theft and vandalism.

MOTION: I move to approve engaging Relyco Security for the upgrade of the security cameras at the Water Plant, in the amount $2,784.00.

Relyco Security Resources-QUOTATION

Date: 6/25/21

Project Name: City of Villa Rica -CAMERA UPGRADE WATER TREATMENT

Re: Camera system UPGRADE

Relyco Security
807 Collinsworth Road
Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #62521-4

Item	Qty.	Part #	Description	Price	Ext.
1	1	6K-ENDH16	ANALOG TO IP VIDEO CONVERTER 16 CHANNEL	$1400	$1400
2	1	6K-SPVMAX016	16 PACK LICENSE FOR ANALOG TO IP	$344	$344
			Sub-Total		$1744
3	8	LABOR			$1040
			Total		$2784

CONDITIONS AND EXCLUSIONS:

1. Price is for a turn key system
2. Parts have a 1 year warranty

Thank you,
Josh Brown

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

Signature of customer:_____Date:_____

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2021 Budget Amendments # 132-172
AGENDA DATE: 07-13-2021

DATE PREPARED: 07-01-21
PREPARED BY: Jennifer Hallman

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.

City of Villa Rica **July 13, 2021**
Exhibit A
Proposed 2021 Budget Amendments

Police Department Fundraiser

Source of Funds: ***Donations*** ***Training for Main Street***

	Item	*Account Name*	*Account Type*		*Amount*
132	100-371170	Police Employee Fundraiser	Revenue	Increase	24,416
133	100-3210-531700	Uniforms	Expense	Increase	2,438
134	100-3210-531600	Small Equipment	Expense	Increase	12,650
135	100-3210-531710	Police Supplies	Expense	Increase	9,328

Police Department Small Equip. Purchases

Source of Funds: ***PD Dark Time in Personnel*** ***Police Dept. Small Equipment/Training for Drone***

	Item	*Account Name*	*Account Type*		*Amount*	
136	100-3210-511100	Regular Salaries	Expense	Decrease	(71,113)	
137	100-3210-531600	Small Equipment	Expense	Increase	3,733	Less Lethal Pepper Ball Launcher Kits (6)
138	100-3210-531600	Small Equipment	Expense	Increase	5,610	Less Lethal Bean Bag Shotguns (9)
139	100-3210-531600	Small Equipment	Expense	Increase	24,565	Patrol Rifles (51)
140	100-3210-531600	Small Equipment	Expense	Increase	16,535	Patrol Shotguns (51)
141	100-3210-523700	Training	Expense	Increase	7,995	Training for Drone
142	100-3210-521300	Technical	Expense	Increase	12,675	Cellibrite Phone Reader for Investigators

Police Department Capital Equip. Purchases

Source of Funds: ***Savings from Capital Purchases*** ***Police Dept. Capital Equipment - Drone & Flock Safety Camera System total $34,744. Funds available in Equip $15,387***

	Item	*Account Name*	*Account Type*		*Amount*
143	350-3210-541300	Building Imprv - Police Dept.	Expense	Decrease	(19,357)
144	350-3210-542500	Equipment - Police	Expense	Increase	19,357

Training for Main Street

Source of Funds: ***Contingency*** ***Training for Main Street***

	Item	*Account Name*	*Account Type*		*Amount*
145	100-1110-579100	Contingency	Expense	Decrease	(2,303)
146	100-7550-523700	Education & Training	Expense	Increase	450
147	100-7550-523500	Travel	Expense	Increase	1,853

American Rescue Plan Act (ARPA) Fund

Source of Funds: ***ARPA Funding*** ***Create a new Special Revenue Fund***

	Item	*Account Name*	*Account Type*		*Amount*
148	230-332100	ARP Act 2021 Local Fiscal Recovery Funds	Revenue	Increase	5,996,641
149	230-4115-540000	Infrastructure	Expense	Increase	5,996,641

North Plant Aerator

Source of Funds: ***Douglas SPLOST Fund Balance*** ***Wastewater Plant Equipment - North Plant Aerator***

	Item	*Account Name*	*Account Type*		*Amount*
150	322-4330-541440	DSPLOST - North Plant	Expense	Increase	109,147
151	322-381000	Use of Fund Balance	Expense	Increase	109,147

Townsend Interceptor

Source of Funds: ***Water & Sewer Fund Balance*** ***Wastewater Plant Equipment - Townsend Interceptor***

	Item	*Account Name*	*Account Type*		*Amount*
152	505-4330-541400	Infrastructure - Wastewater	Expense	Increase	218,944
153	505-381000	Use of Fund Balance	Expense	Increase	218,944

City of Villa Rica **July 13, 2021**
Exhibit A
Proposed 2021 Budget Amendments

Manhole Rehab Project

Source of Funds: ***Water & Sewer Fund Balance***

Wastewater Plant - Manhole Rehab Project - Total $516,975. $275,000 included in the FY21 Budget

	Item	Account Name	Account Type		Amount
154	505-4330-541400	Infrastructure - Wastewater	Expense	Increase	241,975
155	505-381000	Use of Fund Balance	Expense	Increase	241,975

2021 SPLOST - Carroll County

Source of Funds: ***SPLOST - Carroll County***

Carroll County SPLOST referendum passed 3/21 & collections began 4/21. Villa Rica's SPLOST estimate is $9,008,300.

	Item	Account Name	Account Type		Amount
156	323-337110	SPLOST - Carroll County	Revenue	Increase	4,439,800
157	323-336400	Intergov - Carroll County	Revenue	Increase	4,568,500
158	323-4210-541407	Punkintown Road Improvement	Expense	Increase	4,008,300
159	323-7520-540000	Economic Development	Expense	Increase	1,000,000
160	323-6120-540000	Parks & Recreation	Expense	Increase	1,000,000
161	323-4210-540000	Roads	Expense	Increase	3,000,000

Various Building Improvements

Source of Funds: ***Maint. & Repair Buildings and Bldg. Imprv***

Rollup doors @ Avanti $10,500 ; Sewer @ Main Street $9,550 and HVAC @ Gold Dust $5,000

	Item	Account Name	Account Type		Amount
162	350-391100	Transfers In - GF	Revenue	Increase	20,050
163	350-4900-541300	Building Imprv - Avanti	Expense	Increase	10,500
164	350-7550-541310	Building Imprv - Main Street	Expense	Increase	9,550
165	100-9000-611021	Transfer to GF Capital Project	Expense	Increase	20,050
166	100-4900-522210	M/R Buildings	Expense	Decrease	(10,500)
167	100-4900-522210	M/R Buildings	Expense	Decrease	(5,000)
168	100-7550-522210	M/R Buildings	Expense	Decrease	(4,550)
169	350-6110-541320	Building Imprv - Gold Dust	Expense	Increase	5,000
170	350-1320-541300	Building Imprv - City Hall	Expense	Decrease	(5,000)

Painting Welcome Center

Source of Funds: ***H/M Fund Balance - Product Development***

Repaint the exterior of the Welcome Center

	Item	Account Name	Account Type		Amount
171	275-381000	Use of Fund Balance	Revenue	Increase	21,500
172	275-7540-572010	Product Development (1.5%)	Expense	Increase	21,500

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. _132-172___, 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: Resolution to Execute Grant from the American Rescue Plan Act
AGENDA DATE: 07-13-2021

DATE PREPARED: 06-30-2021
PREPARED BY: Jennifer Hallman

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To have the Council approve a resolution authorizing the execution of the Grant Agreement through the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act ("ARPA").

BACKGROUND: Governments with populations less than 50,000 receive funds from the State. The State will distribute 50% of the allocation within the next few weeks. The remaining 50% will be distributed twelve months after the first allocation. Funding has been authorized for eligible expenditures incurred/obligated between March 3, 2021 and December 31, 2024. Governments have until December 31, 2026 to expend funds. This timeframe allows for strategic planning for the long-term use of funds.

The American Rescue Plan Act, ARPA Grant funds may be used to cover expenses for:

- Public health emergency / negative economic impact;
- Premium pay to eligible workers;
- Providing government services (revenue loss);
- Making necessary investments in infrastructure (water & sewer or broadband).

The American Rescue Plan Act, ARPA Grant prohibits the funds to be used to cover:

- Pension fund deposits;
- Offset reduction in net tax revenue for a state or territory;
- Contributions to rainy day funds, reserves or similar funds;
- Payment of interest or principal on outstanding debt and fees & issuance costs for new debt;
- Legal settlements.

Villa Rica has been allocated $5,996,641 and will be receiving 50% in FY21 totaling $2,998,321.

STAFF RECOMMENDATION: To approve the resolution to accept the agreement.

RESOLUTION

WHEREAS, the Mayor and Council of the City of Villa Rica desire to accept grant funds available under the Coronavirus Relief Fund created by the American Rescue Plan Act to be used for authorized expenses related to the COVID 19 pandemic;

WHEREAS, the maximum authorized amount is Five Million Nine Hundred Ninety Six Thousand Six Hundred Forty One and 00/100 Dollars ($5,996,641).

WHEREAS, the State of Georgia has required that the City enter into a Grant Agreement setting forth the terms and conditions applicable to the payments to be distributed to the City, which terms are in addition to all federal laws and regulations;

NOW THEREFOR, the Mayor and Council hereby approve the acceptance of said grant funds and the execution and delivery of said Grant Agreement by the Mayor. The City Manager and the Chief Financial Officer are authorized to take all necessary actions to implement these resolutions. The Mayor and Council will be informed as to the allocations, expenditures and reimbursements.

IT IS SO RESOLVED on this the _____ day of _____, 2021.

_____	_____
Mayor	Councilmember
_____	_____
Councilmember	Councilmember
_____	_____
Councilmember	Councilmember

ATTEST:

_____

City Clerk

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Cellebrite (cell phone forensic equipment)
AGENDA DATE: 07-13-2021

DATE PREPARED: 06/07/2021
PREPARED BY: Captain Shaddix

AMOUNT: $12,675.00
GL ACCOUNT #:
FUNDING SOURCE: Savings in budget
BUDGETED ITEM? No

PURPOSE: To provide the Criminal Investigations Division the equipment needed to perform forensic searches of cell phones for evidence.

BACKGROUND: Currently CID is using Susteen cell phone tool. We are requesting to change to Cellebrite as it has the capability to retrieve additional evidence from the cell phones. Carrollton Police Department has been assisting our detectives using the Cellebrite system, however the wait time has increased to over thirty days, and at times sixty days, for the phones to be processed. This equipment is needed to extract the evidence so cases can be investigated at a faster pace and retrieve additional evidence. The price quoted includes the equipment and training of the detectives on the use of the equipment.

STAFF RECOMMENDATION: Staff recommends purchasing the Cellebrite cell phone forensic package in the amount of $12,675.00

IMPACT: This equipment will provide the Criminal Investigation Division with the equipment to retrieve evidence so cases can be successfully prosecuted.

MOTION: I move to authorize City staff to purchase the Cellebrite package in the amount of $12,675.00.

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite Digital intelligence for a safer world

Quote

Quote# Q-198027-1
Date: Jun 02, 2021

Bill To
Villa Rica Police Department
101 Main Street
Villa Rica, Georgia 30180
United States
Contact: Blake Terry
Phone: 6788401322

Ship To
Villa Rica Police Department
101 Main Street
Villa Rica, GA 30180
United States
Contact: Blake Terry
Phone: 6788401322

End Customer: Villa Rica Police Department

Click here to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00060217	Jul 02, 2021	Net 30	USD	Alexa Gonzalez

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price\Unit	Net Price
A-UFED-01-016	UFED 4PC Ultimate	1				USD 9,300.00	USD 9,300.00
B-TRN-03-004	OLT-OD CCO + CCPA - Cellebrite Certified Operator + Physical Analyst	1				USD 3,290.00	USD 3,290.00

SubTotal	USD 12,590.00
Shipping & Handling	USD 85.00
Sales Tax (0.00%)	USD 0.00
Total	USD 12,675.00

Comments:

For further information please email Alexa Gonzalez at alexa.gonzalez@cellebrite.com or call

Terms and conditions:
- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: DAP, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval
- Purchases of Cellebrite Advanced Services are governed by: http://legal.cellebrite.com/CB-us-us/index.html
- Purchases of any other products sold by Cellebrite are governed by:
  1. https://legal.cellebrite.com/us/index.html, and
  2. https://legal.cellebrite.com/End-User-License-Agreement.html
- In addition to the GTC and EULA above, the following terms apply only to the following products:
  1. Cellebrite Premium: https://legal.cellebrite.com/intl/PremiumUS.htm
  2. Pathfinder: https://legal.cellebrite.com/AE-Addendum.html

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Alexa Gonzalez at alexa.gonzalez@cellebrite.com

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Patrol rifles

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $24,565.00

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To equip each full time sworn VRPD officer with an AR-15 patrol rifle for use in critical incidents and high risk situations. This purchase would be for 51 FN15 semi-automatic rifle packages which include the weapon, an updated red dot optic, and rifle case to protect the equipment.

BACKGROUND: Recent national and local events have demonstrated the need to equip each officer with a rifle and optic capable of resolving critical tactical scenarios and active shooter events. VRPD currently has a total of 36 Daniel Defense AR-15 rifles that are 11 years old, and one Ruger AR15 which was taken as a seizure in a criminal case. That number is insufficient to equip each officer, and the existing rifles will be in need of updating/repair as they continue to age. The selected vendor for this purchase will accept our current patrol rifle inventory as a trade credit.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase 51 FN15 semi-automatic patrol rifles from Ed's Public Safety and trade in the current inventory of patrol rifles as a trade credit. The initial equipment price for the new rifle packages is $53,295.00, our trade in credit value is $28,730.00, with

a final cost to the agency of $24,565.00. Ed's Public Safety is offering the best trade in value for our existing rifle inventory, they are an existing vendor for the agency, and we have conducted other successful transactions with them in the past.

IMPACT: The ability of our officers to face and resolve enhanced threats, active shooter events, and critical tactical scenarios is of paramount importance to the safety of the community, citizens, and officers. Completion of this purchase will equip each full time sworn officer with a rifle capable of accomplishing this goal.

MOTION: I move to allow the police department to trade in its current patrol rifle inventory for a vendor credit of $28,730.00 and purchase 51 FN15 semi-automatic rifle packages from Ed's Public Safety for the sum of $24,565.00.

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Less lethal weapons – bean bag shotguns

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $5,610.00

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To equip VRPD with nine Mossberg 590-A1 shotguns specifically purposed and equipped for firing bean bag munitions. This purchase would also include the munitions necessary to train officers and deploy the units in the field.

BACKGROUND: Law enforcement officers are tasked with solving a variety of problems on a daily basis. Having the necessary tools to bring about a successful resolution in critical incidents is crucial to preserving lives. With this in mind, VPRD does not currently possess any tools capable of firing extended range less lethal munitions. Adding the capability of selecting this less lethal force option may be key in deescalating tense, rapidly evolving, uncertain situations.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase nine Mossberg 590-A1 less lethal shotguns, and the necessary ammunition to deploy the units in the field, from Smyrna Police Distributors in the amount of $5,610.00. Smyrna Police Distributors holds the contract for Mossberg shotguns, are an existing vendor for the police department, and we have conducted successful transactions with them in the past.

IMPACT: Increasing the number of options available to potentially preserve a life is valuable for everyone involved in a situation and the community as a whole. Providing officers with the tools to make this possible is a significant factor in deescalating and resolving a scenario that may otherwise have limited choices for success.

MOTION: I move to allow the police department to purchase nine Mossberg 590-A1 less lethal shotguns, and the ammunition required to train and deploy the units in the field, from Smyrna Police Distributors for the sum of $5,610.00.

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Patrol shotguns

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $16,535.00

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To equip each full time sworn VRPD officer with a patrol shotgun for use in critical incidents and high-risk situations. This purchase would be for 51 Kel-Tec KS7 shotguns.

BACKGROUND: Several years ago, VRPD traded in its existing shotgun inventory to assist in reducing the cost of a needed equipment purchase. As such, the agency is currently without patrol shotguns for issuing to its officers. Having patrol shotguns assigned to each officer would allow them to select the most appropriate equipment option based upon the specific circumstances encountered on each call.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase 51 Kel-Tec KS7 shotguns from Dana Safety Supply. The initial equipment price for the new shotguns is $26,775.00, but we have an existing store credit with the vendor valued at $10,240.00. This results in a final cost to the agency of $16,535.00. Dana Safety Supply is the authorized distributor for Kel-Tec shotguns, is an existing vendor for the agency, we have completed successful transactions with them in the past, and we hold an existing credit with the vendor which can be utilized to defer a portion of the purchase price.

IMPACT: The ability of our officers to face and resolve enhanced threats, active shooter events, and critical tactical scenarios is of paramount importance to the safety of the community, citizens, and officers. Completion of this purchase will equip each full time sworn officer with a shotgun capable of accomplishing this goal.

MOTION: I move to allow the police department to purchase 51 Kel-Tec KS7 shotguns from Dana Safety Supply for the sum of $16,535.00.

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Less lethal weapons – pepper ball launcher kits

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/14/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $3,733.00

GL ACCOUNT #: Various

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To equip VRPD with six Byrna Technologies pepper ball launchers. This purchase also includes the munitions necessary to train officers and deploy the units in the field. In addition, a 3-year warranty and train-the-trainer course tuition is included in the cost of the kits.

BACKGROUND: VRPD officers currently carry pepper spray canisters on their duty belts. While this can be a useful tool, it is severely limited by distance, wind, and cover a resistant suspect may be using to shield themselves. These units would provide greater options to officers faced with a potential use of force situation, with the goal of limiting the risk of injury to officers, suspects, and the public.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase six Byrna Technologies pepper ball launcher kits from Byrna Technologies in the amount of $3,733.00. Byrna Technologies is the sole source supplier for this item.

IMPACT: These units are designed and intended to be worn on the duty belts of police officers. This makes them readily available in the field should the need for

their use arise. This form of less lethal weapon lends itself to a greater chance of successful de-escalation of potentially dangerous and unpredictable situations.

MOTION: I move to allow the police department to purchase six Byrna pepper ball launcher kits from Byrna Technologies for the sum of $3,733.00.

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Douglas County radio channel upfitting

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/24/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $40,000.00

GL ACCOUNT #:

FUNDING SOURCE: Various

BUDGETED ITEM? No

PURPOSE: To allow law enforcement from the Villa Rica Police Department and Douglas County Sheriff's Office to communicate on the same radio frequencies by adding needed hardware and programming to existing radios.

BACKGROUND: The Villa Rica Police Department operates on the WARRS (Western Area Regional Radio System) radio system. Douglas County operates on a separate radio system that does not have ready interoperability with our radio network due to different types of encryption. For our radios to have the capability to operate on Douglas County Sheriff's Office frequencies, additional hardware and programming must be added to our radios. Metropolitan Communications is the vendor who completes our patrol car builds, installs and maintains our radios, and has working knowledge of the current radio system. They have already began assessing our current radios for what would be needed to complete this project. The current goal is to complete the upfitting and reprogramming on in-car police radios.

STAFF RECOMMENDATION: We recommend you approve the Villa Rica Police Department to have Metropolitan Communications complete the needed upfitting

and programming of the current radios due to their knowledge of the radio system and our current programming.

IMPACT: The ability to have direct communications with Douglas County Sheriff's Deputies in the field enhances efficiency, officer safety, and public safety. It allows for more law enforcement officers to receive the same information simultaneously instead of a long process of information sharing through other avenues.

MOTION: I move to allow the Villa Rica Police Department to have Metropolitan Communications complete needed upfitting and programming of current in-car radios to operate on the Douglas County Sherriff's Office radio channels, not to exceed $40,000.00.

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Douglas County Radio Network Authorization Agreement

AGENDA DATE: 07/01/2021

DATE PREPARED: 06/24/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $0.00

GL ACCOUNT #:

FUNDING SOURCE: None

BUDGETED ITEM? No

PURPOSE: To allow law enforcement from the Villa Rica Police Department and Douglas County Sheriff's Office to communicate on the same radio frequencies.

BACKGROUND: Immediate, direct radio communications between law enforcement agencies is critical during high-risk situations. The current digital radio system VRPD is part of does not include Douglas County Sheriff's Office dispatch or other communication channels. This has been problematic in times past when both agencies are on the same scene or otherwise working on the same problem in the field. VRPD has had to rely on a lengthy chain of communication, which has to pass through two different dispatch centers to be disseminated, or cellular telephone calls from one officer to another in past situations.

STAFF RECOMMENDATION: We recommend you approve the Douglas County Radio Network Authorization Agreement. Entering into this agreement will act as the foundation for allowing VRPD officers to have access to DCSO communication channels on our current radio system. These permissions are necessary before we are able to move forward with adding their communication channels to our radios.

IMPACT: The ability to have direct communications with Douglas County Sheriff's Deputies in the field enhances efficiency, officer safety, and public safety. It allows for more law enforcement officers to receive the same information simultaneously instead of a long process of information sharing through other avenues.

MOTION: I move to approve the Douglas County Radio Network Authorization Agreement between the Douglas County Board of Commissioners and the City of Villa Rica.

DOUGLAS COUNTY RADIO NETWORK AUTHORIZATION AGREEMENT

Between

Douglas County Board of Commissioners

And

The City of Villa Rica

This Agreement is made between **Douglas County Board of Commissioners** ("Douglas County"), and **The City of Villa Rica**, ("Subscriber"), (collectively referred to as "Agencies" or each individually as an "Agency") and provides an operating MUTUAL AID framework for the approval and use of certain channels and/or talk groups authorized and licensed by Douglas County.

Douglas County's Radio Network ("Network") is part of a regional system hosted by Cobb County, Georgia ("Cobb County".) Certain system-related peripherals may need to be acquired directly through Cobb County to maintain mutual governance.

AUTHORITY

Authority and direction for these channels/talk groups is provided throughout this Agreement. Upon execution of this Agreement, both Agencies will and may have access to each other's radio systems for the sole purpose of mutual aid. All system-agreed talk groups shall be for legitimate governmental usage and for official purposes only.

TERM AND TERMINATION

The initial term of this Agreement shall be one year (the "Initial Term") and shall commence on the date executed and written below. The Agreement will automatically renew for four (4) successive one year periods (each of which is referred to as a "Renewal Term" with each Renewal Term and the Initial Term being referred to herein as the "Term") unless Douglas County provides written notice of termination within sixty (60) days of the expiration of the Initial Term or the then-current Renewal Term. This Agreement may be terminated by either Agency at any time and for any reason during the Term with sixty (60) days' written notice to the other Agency.

DEFINITIONS

- **Advanced Digital Privacy (ARC4)**: a low-level of voice encryption; used in daily law enforcement dispatch and operations transmissions.

- **Advanced Encryption Standard 256**: a high tier level, federal grade encryption; used in specialized units, like narcotics, SWAT, etc.

- **Authorized User**: Any radio user or subscriber authorized to use the radio network/system.

- **Base station**: a stationary subscriber or fixed radio equipment

- **Code plug:** a specific-driven personality, programmed via computer, into a subscriber and/or base station radio.

- **Discipline:** A specific sub-department in the public safety arena, (i.e. police entity is a law discipline, medical service, fire discipline, etc.)

- **Douglas County Radio System Administrator:** The assigned County representative that supervises, manages, and develops all pertinent code plugs, keys, IDs, and talk groups in the Douglas County radio network, maintaining a high level of security and integrity within the radio infrastructure.

- **Key**: (also known as an encryption key) is a digital code algorithm programmed in radio equipment to secure all radio traffic and is accessed only by authorized personnel.

- **Key Management Facility:** a data server that stores and transfers all encryption keys to radio consoles and/or radio subscribers over the air.

- **Key Variable Loader:** a handheld unit that loads encrypted keys directly to subscribers, consoles, and base stations.

- **Project 25:** P25 or APCO 25 is a public safety standard that allows non-proprietary equipment to be utilized for mutual aid interoperability without being tied to one specific vendor.

- **Radio Advanced System Key: a** specific key that allows certain programming peripherals and options in a subscriber radio, with restrictions to system, channels, and talk groups.

- **Radio Manager:** like the radio administrator, but on other regional and neighboring networks.

- **Talk Groups:** radio-controlled data bit, used as a channel for a subscriber on the network; like an IP address.

- **Time Division Multiple Access:** a secondary talk path or slot for each frequency making it possible for two conversations to take place simultaneously, thus doubling the capacity of a radio system; only newer radios are equipped with this option.

SCOPE

The provisions of this Agreement will apply to all operational personnel, equipment and operations of the participating Agencies, where such provisions do not conflict with statute, policy, standard operating procedures, and/or written directives. The channels shall be used for working emergency events, planned and/or pre-planned events as agreed to by both Agencies.

FREQUENCY USE AUTHORIZATION / APCO-25 COMPLIANCE

Public Safety and emergency response personnel will operate on pre-programmed talk groups assigned to and agreed upon by both Agencies and authorized by a Douglas County representative. All radios utilized by Subscriber must be Project 25 compliant and have the capability for usage on an 800MHz spectrum and must have Time Division Multiple Access ("TDMA") capabilities.

Douglas County has different encrypted algorithms in the Network. Subscribers needing the use of secure communications must have these features enabled for Advanced Digital Privacy ("ADP/ARC4") and Advanced Encryption Standard 256 ("AES-256"). Encrypted Keys will not be sent via email and specialized channels needing uploading, by use of Key Variable Loader ("KVL") or Key Management Facility ("KMF") server is under the authority of the Douglas County Network Administrator or authorized representative.

AUTHORIZED MUTUAL AID TALK GROUPS AND SPECIALIZED CHANNELS

Douglas County authorizes all Subscribers to utilize the following talk groups and channels:

DISCIPLINE	DESCRIPTION	NOTES
MUTUAL AID	DC 911	CLEAR
MUTUAL AID	DC IO-1	CLEAR
MUTUAL AID	DC IO-2	CLEAR
MUTUAL AID	DC EVENT-1	CLEAR
MUTUAL AID	DC EVENT-2	CLEAR
MUTUAL AID	DC EVENT-3	CLEAR
MUTUAL AID	DC EVENT-4	CLEAR
MUTUAL AID	DC EVENT-5	CLEAR
MUTUAL AID	DC EVENT-6	CLEAR
MUTUAL AID	DC EVENT-7	CLEAR
MUTUAL AID	DC EVENT-8	CLEAR
MUTUAL AID	DC EVENT-9	CLEAR
MUTUAL AID	DC EVENT-10	CLEAR
MUTUAL AID	DC CW-1	CLEAR
MUTUAL AID	DC CW-2	CLEAR
MUTUAL AID	DC CW-3	CLEAR
MUTUAL AID	DC CW-4	CLEAR
MUTUAL AID	DC CW-5	CLEAR
MUTUAL AID	DC CW-6	CLEAR
MUTUAL AID	DC CW-7	CLEAR
MUTUAL AID	DC CW-8	CLEAR
MUTUAL AID	DC CW-9	CLEAR
MUTUAL AID	DC CW-10	CLEAR
MUTUAL AID	DC CW-11	CLEAR
MUTUAL AID	DC CW-12	CLEAR

DISCIPLINE	DESCRIPTION	NOTES
MUTUAL AID	DC CW-13	CLEAR
MUTUAL AID	DC CW-14	CLEAR
MUTUAL AID	DC CW-15	CLEAR
MUTUAL AID	DC CW-16	CLEAR
MUTUAL AID	DC MA ENC1	ENCRYPTED
MUTUAL AID	DC MA ENC2	ENCRYPTED
MUTUAL AID	DC PUCKETT	CLEAR
MUTUAL AID	DOUGLAS GEN	CLEAR
MUTUAL AID	PAULDING ER	CLEAR
DC FIRE**	DCFD DISPATCH	CLEAR
DC FIRE**	DCFD TAC-2	CLEAR
DC FIRE**	DCFD TAC-3	CLEAR
DC FIRE**	DCFD TAC-4	CLEAR
DC FIRE**	DCFD TAC-5	CLEAR
DC FIRE**	DCFD TAC-6	CLEAR
DC FIRE**	DCFD TAC-7	CLEAR
DC FIRE**	DCFD TAC-8	CLEAR
DC FIRE**	DCFD TRAIN	CLEAR
DC FIRE**	DC AIR OPS-1	CLEAR
DC FIRE**	DC AIR OPS-2	CLEAR
DC FIRE**	DC AIR OPS-3	CLEAR
DC LAW	DC SHERIFF-1	ENCRYPTED
DC LAW	DC SHERIFF-2	ENCRYPTED

*** ALREADY APPROVED PER FIRE CHIEF (9/2/2020)*

AUTHORITY OF NETWORK KEY & ENCRYPTION USAGE

This Agreement gives permission to the Subscriber to possess and use the Radio Advanced System Key ("ASK Key.") This ASK Key is not only a tool for programming radios but is also a critical component in maintaining the overall security and integrity of the Network. Therefore, the ASK Key must be kept in a secure location and may not be released to a third party. **Network Keys/ASK Key are not transferrable but may be utilized by an Authorized User within Subscriber's Agency**. All Authorized Users are subject to the following terms and conditions:

- All Network information is proprietary and will be kept confidential; this includes all talk groups, radio IDs, encryption information, control frequencies, locations, passwords, etc.
- Keys will only be used by Authorized Users who are technically qualified and properly trained to program, develop, modify and implement code plugs/templates for their Agency.
- Network Keys are to be used by Authorized Users for the purpose of programming radio equipment, as authorized by the Douglas County Radio Network Administrator and in conjunction with Cobb County's Radio Manager, if needed. Any misuse of Network Keys will be cause for prosecution pursuant to the Georgia Computer System Protection Act found in OCGA §16-9-90, suspension of Authorized User's and/or Authorized User's Agency's access to the Network, and any other applicable charges.
- Keys will be issued for limited periods of time, as required for Subscriber's programming needs and as authorized by the Network Administrator.
- Only authorized fleet maps are to be programmed into designated radios. Individual custom programming, unauthorized systems and talk groups are strictly forbidden.
- Permission to use Keys can be modified and/or revoked by Douglas County for any reason and at any time.
- Upon an Authorized User's termination/separation from Agency, all keys under said Authorized User's control must be returned to the Network Administrator.

Encrypted talk groups prevent civilians, media, criminals, and any other unauthorized user to monitor such channels, via scanners and/or smartphone applications. Public Safety is constantly transmitting confidential information over the Network; therefore, it is imperative that these talk groups must always be kept secured.

RESPONSIBILITIES

Upon implementation of this Agreement, Agencies will share assigned interoperability channels and/or talk groups. Agencies are responsible for acquiring, installing, programming, maintaining, and repairing such base stations, mobile radios, and portable radios as they deem necessary to properly operate on the Network. Any changes or modifications made to assigned interoperability channels or talk groups by Douglas County will be made in the furtherance of officer and personnel safety. No significant changes, additions, or deletions of the assigned channels and/or talk groups will be made without the joint consent of both Agencies. Any disputes that may arise out of the terms and conditions set forth in this Agreement will be submitted first to a senior representative of Douglas County and senior representative of Subscriber in a good faith attempt at resolution. In the event a resolution is not reached, the parties agree to resolve any disputes in the state or superior courts of Douglas County, Georgia and consent to exclusive venue and jurisdiction – both subject matter and personal - in and of the Douglas County courts.

INDEMNIFICATION

Subscriber agrees to indemnify, defend, and hold harmless Douglas County, its officers, employees and agents, from and against any and all claims, suits, demands, actions, liabilities, losses, fines, damages, and/or expenses, whether at law or in equity, which may be imposed upon, incurred by, or asserted against any and all of them, by reason, in whole or in part, relating to any and all injury, including physical, mental and psychological, death and/or property damage arising, in whole or in part, directly or indirectly from a negligent, reckless, intentional, unintentional or malicious breach, in any way, of any provision of this Agreement by the Subscriber, its officers, employees, representatives or agents.

JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the _____ day of _____, 2021.

DOUGLAS COUNTY BOARD OF COMMISSIONERS:

_____

Dr. Romona Jackson Jones
Chairman

_____

DATE

SUBSCRIBER AGENCY:

_____

Name: _____
Title: _____

_____

DATE

ATTEST:

_____

LISA WATSON, County Clerk

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: RESOLUTION TO ADOPT CARROLL COUNTY'S HAZARD MITIGATION PLAN

AGENDA DATE: July 13, 2021 **DATE PREPARED:** June 17, 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 adoption of the Carroll County pre-disaster hazard mitigation plan.

BACKGROUND: Carroll County and its municipal governments are required to complete a pre-disaster hazard mitigation plan by the Disaster Mitigation Act of 2000. The County and its municipal governments have completed a plan that fulfills those Federal requirements.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Adoption of the hazard mitigation plan allows Villa Rica to apply for hazard mitigation funding.

MOTION: I move to approve the resolution authorizing adoption of the Carroll County pre-disaster hazard mitigation plan.

A RESOLUTION OF THE
VILLA RICA CITY COUNCIL
PURSUANT TO THE DISASTER MITIGATION ACT OF 2000
AUTHORIZING ADOPTION OF THE
CARROLL COUNTY PRE-DISASTER HAZARD MITIGATION PLAN

WHEREAS, Carroll County and its municipal governments are required to complete a Pre•Disaster Hazard Mitigation Plan by the Disaster Mitigation Act of 2000; and

WHEREAS, under the provisions of the Disaster Mitigation Act of 2000, local governments that complete Pre-Disaster Hazard Mitigation Plans will remain eligible for Federal mitigation funding; and

WHEREAS, Carroll County and its municipal governments have completed a Pre-Disaster Hazard Mitigation Plan that fulfills the Federal requirements of the Disaster Mitigation Act of 2000.

NOW THEREFORE LET IT BE RESOLVED THAT THE CARROLL COUNTY COMMISSION AND THE CITIES OF BOWDON, BREMEN, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, VILLA RICA, AND WHITESBURG, EACH MEETING IN REGULAR SESSION, FORMALLY ADOPT THE CARROLL COUNTY MULTI-JURISDICTIONAL PRE-DISASTER HAZARD MITIGATION PLAN.

RESOLVED THIS 13th DAY OF July, 2021 BY THE VILLA RICA CITY COUNCIL.

_____ _____
Gil McDougal, Mayor Date

_____ _____
Alisa Doyal, City Clerk Date

(Affix City Seal)

Emergency Management Agency

896 Newnan Road, Carrollton, GA 30117
agoolsby@carrollsheriff.com
agoolsby@carrollcountyga.com
EMA Office: 770-830-5882

To: **City and County Officials**

From: **Carroll County EMA**

Date: **June 21, 2021**

Subject: **Hazard Mitigation Plan Update**

To receive federal hazard mitigation funds, the county and cities must have a currently adopted hazard mitigation plan per the Disaster Mitigation Act of 2000.

The previous multi-jurisdictional hazard mitigation plan was adopted in 2017 and is set to expire soon.

County EMA initiated this update in 2018, and performed the following tasks: updating hazard profiles, conducting a survey, working with city and county staff to update mitigation items, and conducting three public hearings for feedback (April 2019, October 2019, and December 2019). The county and city hazards identified in the plan include flooding, tornadoes, severe thunderstorms, tropical cyclones, winter storms, drought and wildfires, earthquakes, pandemics, hazardous spills, and dam failures.

Through the mitigation program, county and cities have received funds to upsize culverts after flooding events, put in generators in critical facilities such as water and wastewater plants, and purchase weather radios for critical facilities, among others.

This is not a static plan. If a disaster is declared that identifies new mitigation project areas, then the county or city can amend the plan to apply for the project, as was done by cities seeking funding for generators after the winter storm declaration.

The plan has been reviewed and approved by GEMA and FEMA (see attached letter).

It can be viewed on the website at: https://ga-carrollcounty.civicplus.com/150/Emergency-Management-Agency

If you have any questions, please contact Amy Goolsby at 770-830-5882 or agoolsby@carrollcountyga.com.

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP
GOVERNOR

JAMES C. STALLINGS
DIRECTOR

June 18, 2021

Honorable Michelle Morgan
Chairman
Carroll County Board of Commissioners
323 Newnan Street
Room 200
Carrollton, Georgia 30117

Dear Commissioner Morgan,

The Federal Emergency Management Agency (FEMA) has completed its review of the Carroll County Multi-Jurisdictional Hazard Mitigation Plan for compliance with the programmatic requirements of the Federal Hazard Mitigation Planning Standards contained in 44 CFR Section 201.6(b)-(d). FEMA has determined that the Carroll County Hazard Mitigation Plan Update is compliant with Federal standards, subject to formal community adoption.

The county and each municipality must pass individual resolutions adopting the Plan. Please forward the adopted and signed resolutions to Lucy Herring, Hazard Mitigation Planning Specialist, so that we may submit them to FEMA for inclusion in your plan for formal federal review and approval. Upon submittal of a copy of the participating jurisdictions' adoption documentation as well as documentation of the final public meeting, FEMA will issue formal approval of the Carroll County Multi-jurisdictional Mitigation Plan. Should you have any questions or need additional information, please contact Lucy Herring, Hazard Mitigation Planning Specialist, at 404-635-7245.

Sincerely,

John V. "Jack" Krolikowski
Hazard Mitigation Deputy Manager

lh/as
Enclosure
cc: Tim Padgett, Director
Carroll County Emergency Management Agency
Carroll County Municipalities
Tim Reeve, Area Coordinator
Georgia Emergency Management and Homeland Security Agency

U. S. Department of Homeland Security
Region IV
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

June 15, 2021

Mr. Steven Clark
Hazard Mitigation Manager
Georgia Emergency Management and Homeland Security Agency
P.O. Box 18055
Atlanta, GA 30316-0055

Reference: Multi-Jurisdictional Hazard Mitigation Plan: Carroll County

Dear Mr. Clark:

This is to confirm that we have completed a Federal review of the draft Carroll County Multi-Jurisdictional Hazard Mitigation Plan for compliance with the Federal hazard mitigation planning requirements contained in 44 CFR 201.6(b)-(d). We have determined that the Carroll County Multi-Jurisdictional Hazard Mitigation Plan is now compliant with Federal requirements, subject to formal community adoption.

In order for our office to issue formal approval of the plan, Carroll County must submit adoption documentation. Upon submittal of a copy of documentation of the adoption resolution(s) to our office, we will issue formal approval of the Carroll County Multi-Jurisdictional Hazard Mitigation Plan. Please have Carroll County submit a final copy of their Plan, without draft notations and tracked changes.

For further information, please do not hesitate to contact Stephen Juszczyk, of the Hazard Mitigation Assistance Branch, at (229) 225-4636 or Lillian Huffman, of my staff, at (770) 220-5322.
.

Sincerely,

Kristen M. Martinenza, P.E., CFM
Branch Chief
Risk Analysis
FEMA Region IV

Multi-Jurisdictional Hazard Mitigation Plan 2020

For Carroll County and the Cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

ABSTRACT

Carroll County and its cities have assessed major hazards facing the area, including: Flooding, Tornadoes, Severe Thunderstorms, Tropical Cyclones, Winter Storms, Drought and Wildfires, Earthquakes, Pandemics, Technological (Hazardous Materials Incidents and Dam Failure) and All-Hazards. For each hazard, goals, objectives and action steps were developed to mitigate the effects of each hazard to life, property and the environment.

For more information, please contact:

Tim Padgett, EMA Director
Amy Goolsby, Planner
Carroll County
Emergency Management Agency
896 Newnan Rd.
Carrollton, GA 30117
tpadgett@carrollcountyga.com
770-830-5882

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Chapter I. Introduction

Update for 2021: Reviewed 2018 Comprehensive Plan and the Hazard Risk Analyses from the Carl Vinson Institute, University of Georgia. Updated participants list. Updated flow chart and public participation strategy. Reviewed and updated STAPLEE.

Update for 2016: More detailed explanation on hazard mitigation planning origins, as well as processes and terminology, such as FEMA categories and STAPLEE method. Clarified county's processes and added a flow chart. Discussed public participation strategy in further detail.

A. Purpose and Need of the Plan, Authority and Statement of the Problem

Hazard Mitigation Plans are essential tools in protecting the public's health, safety and welfare in a disaster. In mitigating the potential effects ahead of time, Carroll County is acting proactively to protect life, safety, property and the environment from natural and technological hazards. As disasters become increasingly expensive, it is vital that the county has the necessary regulations in place to safeguard its interests. How can Carroll County build more sustainably and with more resilience? What policies could be put in place to better protect residents or increase public awareness? This update will seek to answer those questions and further expand on the risks and vulnerabilities that Carroll County faces in terms of disasters, as well as the mitigation steps needed to abate those concerns.

Mitigation offers an opportunity to save both lives and money, making communities more sustainable and resilient. Several acts make up the federal law as it pertains to disaster prevention and emergency management. To support the expanded role of emergency management, Congress passed the **Disaster Mitigation Act of 2000**, amending the **Stafford Act**, which deals with the development of local Hazard Mitigation Plans. Its purpose is to establish a national program for pre-disaster mitigation, streamline administration of disaster relief, and control federal costs of disaster assistance with the ultimate goal of reducing the loss of life and property during a disaster.

To remain eligible for federal grant funds, each jurisdiction in the state must adopted a Hazard Mitigation Plan to be approved by its state agency and by FEMA.

Established by Congress in 1988 and since amended, the **Hazard Mitigation Grant Program (HMG)** provides funds to mitigate development after a disaster so that it is more resilient against natural hazards. Examples of this include: property acquisition and relocation projects and structural retrofitting to minimize damages from natural hazards. Both are examples of projects that Carroll County has received HMG funds after past disasters.

Funding for the **Pre-Disaster Mitigation Program (PDM)** is to assist state, local and tribal governments in implementing cost-effective hazard mitigation activities that complement a comprehensive mitigation program, such as providing planning grants to local jurisdictions to enable them to develop local hazard mitigation plans. To qualify, the jurisdiction must participate in the **National Flood Insurance Program (NFIP)**, be in good standing with NFIP, and have a FEMA approved Hazard Mitigation Plan. Carroll County's participation in the NFIP is detailed in Chapter III. C. 1.

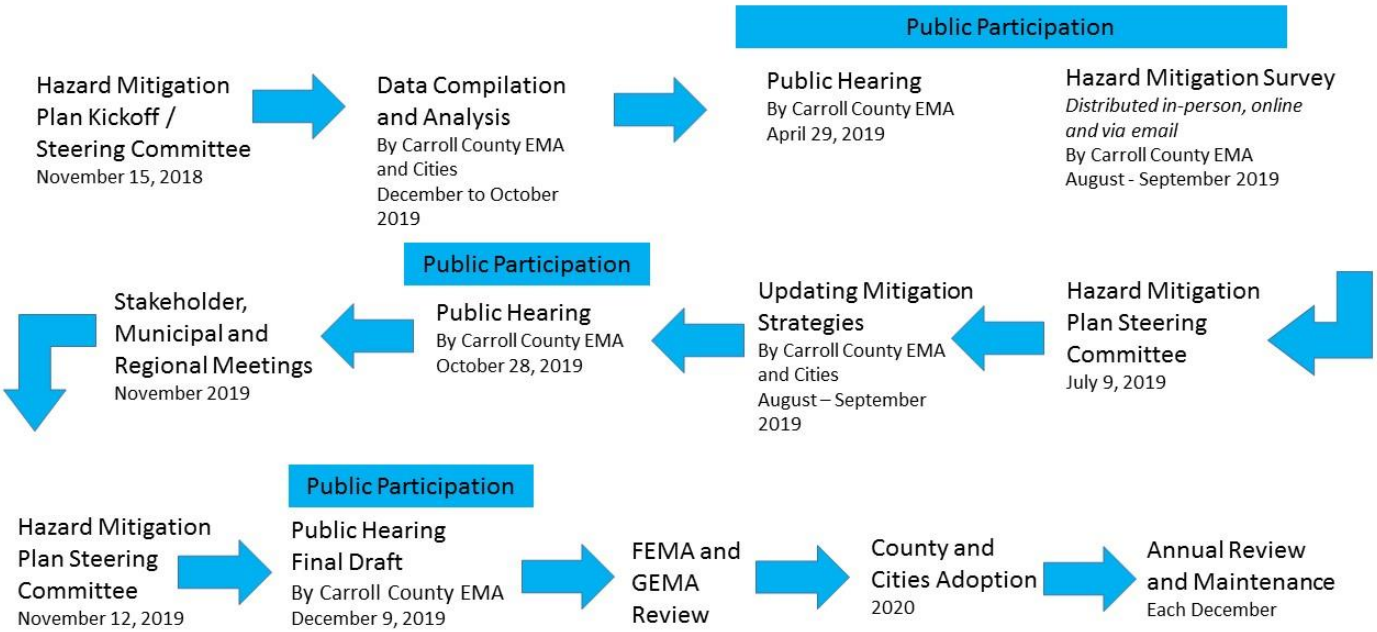
B. Local Methodology, Brief Description of Plan Update Process and Participants in the Update Process

In updating this plan, the county relied on the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Planning's "How To" Guides. According to "Getting Started: Building Support for Mitigation Planning;" the suggested process for preparing a Hazard Mitigation Plan is to 1) Organize resources and identify stakeholders and those holding technical expertise; 2) Assess risks to the community; 3) Develop a Mitigation Plan and lastly; 4) Implement and Monitor that plan once it is adopted. (FEMA 386-1)

In preparing the Hazard Mitigation Plan, staff conducted a review of the county's 2018 Comprehensive Plan, the Local Emergency Operations Plan, the Hazard Risk Analyses Supplement to the Carroll County Joint Hazard Mitigation Plan provided by the University of Georgia's Carl Vinson Institute, and the county's environmental ordinances. Additionally data for each of the hazard categories was analyzed and updated using the references included at the end of the document. In particular, the National Climate Data Center, National Weather Services, Georgia Department of Natural Resources, Georgia Forestry and Georgia Emergency Management Agency were useful sources of information. Carroll County's Community Wildfire Protection Plan is currently "in process" and will be further incorporated upon the document's completion.

Below is a Flow Chart that details Carroll County's Hazard Mitigation Planning Process.

Table 1.1 Hazard Mitigation Plan Flow Chart



1. Hazard Mitigation Plan Steering Committee

The Plan is the result of a community-wide effort put forth over the past fifteen months utilizing FEMA's Hazard Mitigation Plan "How To" Guides to aid in laying out the planning process described above. Stakeholders and persons with technical expertise were identified early in the process. As was the case in the 2010 plan update, full participation was provided by Carroll County and the cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg. Each jurisdiction of Carroll County had representatives on the Hazard Mitigation Plan Steering Committee and were present at planning meetings and responsive to requests for information. The Hazard Mitigation Plan Steering Committee was comprised of representatives from the following agencies listed below.

Table 1.2: Participants in Hazard Mitigation Plan Update

Carroll County **Board of Commissioners** Michelle Morgan (Chair)	
Montrell McClendon, District 1 Commissioner	Steve Fuller, District 4 Commissioner
Clint Chance, District 2 Commissioner	Ernest Reynolds, District 5 Commissioner
Tommy Lee, District 3 Commissioner	George Chambers, District 6 Commissioner

Carroll County Community Development Peter Debick, GIS Manager	**Carroll County Department of Family and Children Services** Elizabeth "Liddy" Smith
Carroll County E-911 Trish Orr, Director Tyler Shadix, Operations Manager	**Carroll County Fire Department** Tim Padgett, Chief
Carroll County Public Works Charles Pope, Director	**Carroll County Sheriff's Office** Terry Langley, Sheriff Craig Dodson, Major Guy Pope, Lieutenant
Carroll County Emergency Management Tim Padgett, Director Amy Goolsby, Planner	
Utilities	
Carroll County Water Authority Matt Windom, Executive Director	**Carroll EMC** Susan Lester, Vice President
Georgia Power Bart Cater, Engineer	**Plantation Pipeline** Kevin Carroll, Regional Representative
Southern Natural Gas Alain Fain, Regional Representative	
Schools and Universities	
Carroll County Schools Terry Jones, Assistant Superintendent	**Carrollton City Schools** Craig George, Assistant Superintendent
University of West Georgia Michael Nelson, Police Chief	**West Georgia Technical College** James Perry, Police Chief

Municipalities	
City of Bowdon Gary Bulloch, City Manager	
City of Bremen Perry Hicks, City Manager Mike Thompson, Operations Manager Jason Hurley, Fire Chief	
City of Carrollton Walt Hollingsworth, Mayor	**City of Carrollton Fire Department** Jimmy Bearden, Chief Tracy Smith, Marshall
City of Carrollton Police Department Joel Richards, Chief	
City of Mount Zion Police Department Brian Sims, Chief	
City of Roopville Bob Merrill, Mayor	
City of Temple William Osborne, City Manager	
City of Villa Rica Tom Barber, City Manager Bobby Elliott, Community Development	**City of Villa Rica Police Department** Michael Mansour, Police Chief Scott Parker, Captain Hunter Ethredge, Sergeant
City of Whitesburg Amy Williford, Mayor Eddie Thompson, Police Chief	
Agencies and Organizations	
District 4 Public Health / Carroll County Health Department Cindy Moore, Nurse Manager	
Georgia Emergency Management Agency Tim Reeve, Area 1 Field Coordinator	
Georgia Forestry Bryan Rooks, Chief Ranger	
Georgia State Patrol Michael Land, Corporal	
Red Cross Sarah Wynn	**Salvation Army – Carrollton**
Tanner Health System Gary Thomas, Associate Administrator	
West Georgia Ambulance Shane Bell, Director of Operations	
West Georgia Ham Radio Operators John Playford, Member	
West Georgia Local Emergency Planning Committee (LEPC) Danny Fowler, Chairman	

On November 15, 2018, the Carroll County Hazard Mitigation Plan kick-off meeting was held in the Carroll County Emergency Operations Center. All of the elected officials, as well as representatives from each of the municipalities, were invited to participate in the meeting via email. The committee reviewed a PowerPoint from GEMA Hazard Mitigation. Local Emergency Management staff began collecting and updating data for the plan, as well as contacting the jurisdictions to determine the status of mitigation, goals, objectives and action steps. A second meeting followed on July 9, 2019, and a final meeting was held November 12, 2019 to review the draft plan. Meetings, emails and phone calls with individual jurisdictions occurred during this period was well.

The responsibilities of a Hazard Mitigation Plan Steering Committee member were as follows:

- Attend Meetings
- Provide Information and Feedback
- Assess Mitigation Alternatives
- Adopt the Plan

2. Regional Outreach

Carroll County prides itself on working together with neighboring counties on regional projects as well as providing mutual aid. One example of this is the Western Area Regional Radio System (WARRS), an authority made up of Haralson, Carroll, Heard and Coweta counties which provides radio communications to the region. Along with Douglas County, each of our neighboring WARRS counties has signed off on our plan as being in supportive of regional goals and objectives. This is documented in Appendix J.

3. Public Participation Strategy

Via social media (Facebook, Twitter and the county website), the public was encouraged to provide comments to the local Emergency Management Agency (EMA) before, during and after the drafting of the Hazard Mitigation Plan by responding to requests for handwritten surveys, providing feedback through emails or attending a meeting.

Carroll County Emergency Management Agency has been proactive in engaging the public with social media. The public can find us at the following locations:

- https://www.facebook.com/CarrollGAEMA (Facebook)
- https://twitter.com/CarrollGA_EMA (Twitter)
- http://www.carrollcountyga.com/150/Emergency-Management-Agency (County Website)

This will continue on an ongoing basis after the plan is adopted, especially during the annual review and update which is detailed in G. For examples of our social media usage, please refer to Appendix B.

a. Hazards Survey

A survey was conducted to measure the residents' concerns as to the many threats that the county faces, including: tornadoes, hazmat releases, wildfires, flooding and earthquakes.

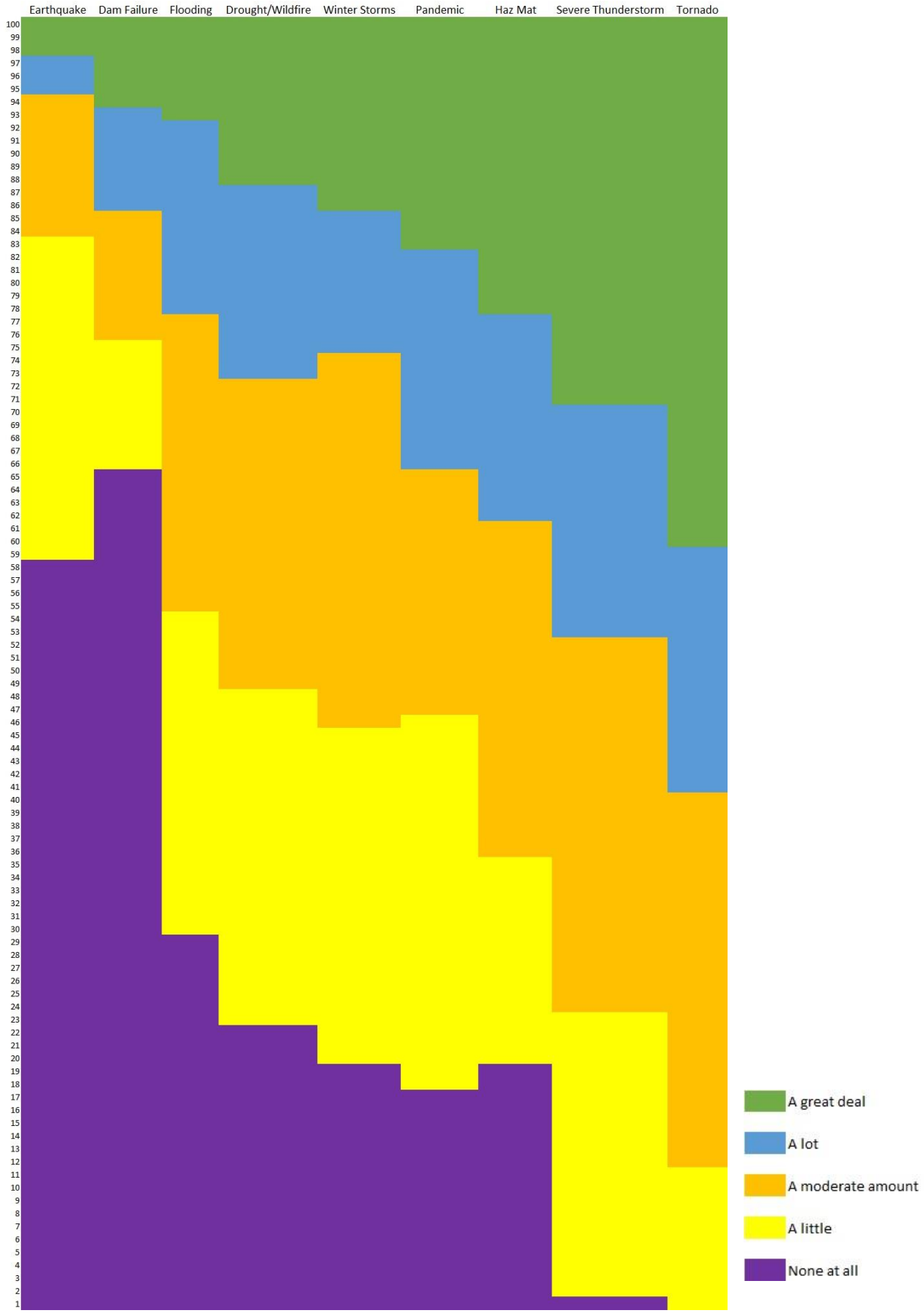


Figure 1.1: Residents' Level of Concern over Hazards Facing the County and Municipalities

Although the survey was primarily distributed electronically, a response was received from each of the jurisdictions represented in the Hazard Mitigation Plan, with the highest percentage coming from Carrollton, the county seat.

Table 1.3: Percentage of Survey Participants by Jurisdiction

18%	Unincorporated County
1%	Bremen
3%	Bowdon
40%	Carrollton
3%	Mount Zion
11%	Roopville
5%	Temple
11%	Villa Rica
3%	Whitesburg
5%	Other

The survey gauged how residents felt about the various hazards documented in the plan. The results were similar to a survey conducted in 2016.

The number one hazard for Carroll County was tornadoes, closely followed by thunderstorms. These categories received overwhelmingly medium to high responses. Many were also concerned with hazardous materials releases. The next tier of hazard concerns included drought/wildfire, pandemics, winter weather, and flooding, which had about half the responses as low to medium concern. Lastly, dams and earthquakes received mostly responses of no or low concern from residents.

b. Public Hearings

A public meeting was held on April 29, 2019 to kickoff the project. A second public hearing was held during the drafting stage in October 2019, and a final draft hearing was held in December 2019. The Board of Commissioners and each of the cities will adopt the plan after it has been approved by the Georgia Emergency Management Agency and Federal Emergency Management Agency, and these resolutions will be located in Appendix A. Requests for comments were also posted on the county website and social media, including the Carroll County EMA's Facebook and Twitter. The efforts to involve the public and obtain valuable citizen input are documented in Appendix B.

Table 1.4: Municipality Participation in Mitigation Plan				
Municipality	*2021 Plan*	*2016 Plan*	*2010 Plan*	*2004 Plan*
Bowdon	✓	✓	✓	✓
Bremen	✓	✓	✓	✓
Carrollton	✓	✓	✓	✓
Mount Zion	✓	✓	✓	✓
Temple	✓	✓	✓	✓
Roopville	✓	✓	✓	✓
Villa Rica	✓	✓	✓	✓
Whitesburg	✓	✓	✓	✓

C. Original Plan Review and Revisions

The original plan was reviewed by the Hazard Mitigation Plan Steering Committee and changes to mitigation strategies were recommended and discussed. Each municipality located in the Carroll County also reviewed the original plan and made changes needed for their area. The completed and deleted action steps and the unchanged action steps are listed in Chapter IV in each section accordingly. The introduction to each chapter also contains a brief listing of changes made.

Public participation was welcomed in the process and sought utilizing a variety of methods. The updated plan was placed on the county website for review prior to meetings for final public comment held on in December 2019. The update was also presented at meetings of the Local Emergency Planning Committee (LEPC), which consists of public safety, private businesses and industry representatives, who develop and review the district's emergency response plan.

Citizen participation through the survey, social media blasts, stakeholder committees (Emergency Management Volunteers and LEPC) and public meetings was an important part of the drafting process, and comments received were reviewed and assessed by the Hazard Mitigation Team. A complete list of mitigation strategies and action steps can be found in Chapter IV.

D. Organization of the Plan

The Carroll County Hazard Mitigation Plan contains the following sections: Introduction, Community Profile and Capabilities Assessment, Hazard Vulnerability Assessment (Natural and Technological Hazards), Mitigation Goals (Natural and Technological), Plan Execution, Acknowledgments and References.

E. Local Hazard, Risk, and Vulnerability (HRV) Summary, Local Mitigation Goals and Objectives

The Hazard, Risk and Vulnerability Assessment was performed following guidelines set forth by FEMA in "Understanding Your Risks – Identifying Hazards and Estimating Losses" (FEMA 386-2). The process involved four steps. The four steps were:

1. Identify Hazards:
   The history subcommittee collected information from a variety or sources to provide a detailed hazard history of Carroll County. The complete hazard history is provided in Appendix C (pages C-2 – C-16) of this document. This data was used to determine the probability of different hazards affecting Carroll County.

2. Profile Hazard Events:
   This data combined hazard history and projections based upon historical data for predicting the possibilities for future events. A majority of the hazards in Carroll County are not location specific and are general to Carroll County. Flooding and hazardous materials spills are more likely to occur in specific zones within the county (flood plains, highways, etc.). The hazard event profile is available in Appendix C of this document.

3. Estimated Losses:
   The combination of structure loss, contents loss and function loss was evaluated 100 percent of value.

4. Inventory Assets:
   This process began with the identification of those facilities and infrastructure that are critical to Carroll County. The inventory included facility specific information such as structure value, replacement cost, contents value, displacement costs and much more. The completed inventory is available in Appendix A of this document. The map below shows all facilities critical to Carroll County.

In assessing the hazards facing Carroll County, the committee looked at Impact and Vulnerability. With impact, it is the effect of the hazard on the community and its assets, whereas vulnerability looks at how exposed or susceptible the asset is to damage.

The information that was obtained and/or developed during this project was used to identify possible mitigation efforts to further reduce the vulnerability of Carroll County to both natural and technological hazards. Each jurisdiction assigned a responsible organization, coordinating organization, timeline, costs, funding sources, estimated benefit and a priority for each of the mitigation action steps.

From FEMA publication 386 – 3 (Developing the Mitigation Plan), the committee utilized Worksheet #4 (Evaluate Alternative Mitigation Actions) in developing and prioritizing its mitigation actions, by determining the social, technical, administrative, political, lead, environmental, and economic considerations for each action. This is known as the STAPLEE method, considerations which guided the evaluation of the range of measures considered by the Hazard Mitigation Plan Steering Committee and the final recommended action programs for each participating jurisdiction.

The STAPLEE Criteria are listed as follows:

Social

- Community acceptance
- What is the impact on each segment of citizens?

Technical

- Feasible
- Is this a long term solution?
- Secondary impacts – Will this create other problems?

Administrative

- Staffing current- or can it be obtained
- Funding
- Can the jurisdiction provide maintenance?

Political

- Political support
- A local champion
- Will there be enough political support?

Legal

- State authority
- Existing local authority – will new ordinances/regulations be needed?
- Potential legal challenge

Economic

- Benefit of action
- Cost of action
- Contributes to economic goals
- Outside funding required

Environmental – especially when using federal funds

- Impact on land/water
- Endangered species
- Hazmat/waste sites
- Consistent with local environmental goals
- Consistent with federal laws

Mitigation actions from previous plans and recommended actions to add were reviewed against the STAPLEE criteria by local emergency management staff, and these were provided to the committee for review. These were reorganized into the 2016 plan in Chapter IV. STAPLEE worksheets can be found in Appendix I. All projects are deemed important to the county and municipalities. Some of the county's most critical projects may score lower with STAPLEE simply because of a lack of funding.

Additionally, the plan identifies which federal category each of the mitigation actions is grouped: prevention, property protection, public education and awareness, natural resource protection, structural projects and emergency services. Descriptions for each FEMA category can be found below:

- ***Prevention***. Adopting and administering ordinances, regulations, and programs that manage the development of land and buildings to minimize risks of loss due to natural hazards.
- ***Property Protection.*** Actions that involve the modification of existing buildings or infrastructure to protect them from a hazard or removal from the hazard area.
- ***Public Education and Awareness.*** Educating and informing the public about risks of hazards and the techniques available to reduce loss of life or property.
- ***Natural Resource Protection.*** Minimizing hazard losses while preserving and restoring the functions of natural systems.
- ***Structural Projects.*** Construction of structures to reduce the impact of a hazard.
- ***Emergency Services.*** Actions such as hazard threat recognition, hazard warning systems, emergency response, protection of critical facilities, and health and safety maintenance

The methods above guided the Hazard Mitigation Plan Steering Committee in reviewing and prioritizing its mitigation goals, objectives and action steps.

F. Multi-Jurisdictional Special Consideration (HRV, Goals and At-Risk Populations)

The cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg were active participants in the hazard mitigation planning process. Representatives from each of the cities participated in the general session meetings and via inter-agency correspondence. Mitigation projects were provided by each municipality within Carroll County. Considerations were given to at-risk populations in developing these strategies.

G. Adoption, Monitoring, Evaluation, Updating and Plan Maintenance

The Carroll County Board of Commissioners and the mayors of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg will act to formally adopt this plan upon the confirmation of its approval by both Georgia Emergency Management Agency (GEMA) and FEMA Region IV.

The Carroll County Emergency Management Agency will be responsible for all monitoring, evaluating and updating of the plan. A copy of the adoption resolution for the County and each of the Cities will be located in Appendix A.

Updates to the plan will be conducted on an as-needed basis, with an annual review each December performed by Carroll County Emergency Management Agency. The plan update will include the following milestones:

- Analyze, update and develop goals, objectives and action steps
- Mitigation Strategy Update
- Update the Planning Process
- Plan Adoption and Implementation
- Update Plan Maintenance and Implementation
- Submit Plan to GEMA/FEMA for review and approval (as required)

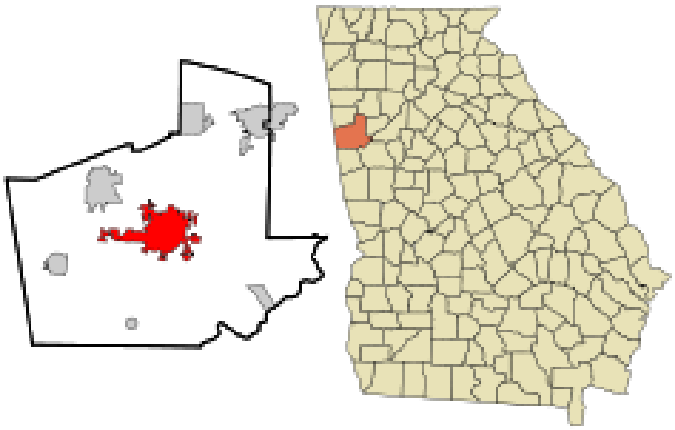
Through the continued use of social media, presentations to various civic groups and surveys, the public will be kept informed and engaged concerning the Hazard Mitigation Plan. The Carroll County Emergency Management Agency will be reviewing the plan every five years to reflect changes in development, note progress in the county's mitigation efforts and discuss any changes in priorities.

Carroll County's Comprehensive Plan was updated in 2018 and will be again in 2022. It is a priority to cross reference the goals, objectives and action steps of the Hazard Mitigation Plan with the Comprehensive Plan to provide a guide for better, more resilient development.

Table 1.5: Plan Adoption by Jurisdiction

City	Date Adoption
Carroll County	Upon GEMA and FEMA Approval
Bowdon	Upon GEMA and FEMA Approval
Bremen	Upon GEMA and FEMA Approval
Carrollton	Upon GEMA and FEMA Approval
Mount Zion	Upon GEMA and FEMA Approval
Roopville	Upon GEMA and FEMA Approval
Temple	Upon GEMA and FEMA Approval
Villa Rica	Upon GEMA and FEMA Approval
Whitesburg	Upon GEMA and FEMA Approval

Chapter II. Community Profile and Capabilities Assessment



Update for 2020: Demographic and jurisdictional data for Carrollton, Temple, Villa Rica and the county updated. Maps were updated.

Update for 2016: This chapter was added to better incorporate capabilities assessment and land use planning into the Hazard Mitigation Plan.

A. Carroll County

1. General

Carroll County is located on the western side of the state along the Alabama State line and is considered part of the Atlanta Metropolitan Region, located just 45 miles west of Atlanta along Interstate 20.

Carroll County was organized in 1826 from lands acquired by a treaty signed with the Cherokee and Creek Indian Nations. The signing of the Indian Springs Treaty resulted in the murder of Chief William McIntosh, the son of a Scotsman and a full-blood Creek woman, who owned a vast plantation along the Chattahoochee River in southeast Carroll.

The county's boundaries were created by the Georgia General Assembly on June 9, 1826 but it was not named until December 14, 1826. Carroll County takes its name from Charles Carroll of Maryland, at the time the last surviving signer of the *U.S. Declaration of Independence*. Carrollton, the county seat, was also named after Charles Carroll. Other incorporated areas include Bowdon, Bremen (which lies predominately in Haralson County), Mount Zion, Roopville, Temple, Villa Rica and Whitesburg.

Settlers were drawn to the area by the prospects of good farming due to the rich soil. Others came looking for the once abundant amount of gold in the northern part of the county, the gold rush that gave the city of Villa Rica its name.

According to Census estimates, the population of Carroll County in 2018 was approximately 118,121 persons, covering a total area of 503 square miles. With healthcare, higher education and industry, Carroll is an economic center for the region, ranking second to Fulton County as of the 2000 Census for

the number of commuters who commute to work within their home county. Carroll's manufacturing base remains strong, with 112 establishments employing over 7,000 employees per the 2012 Economic Census. The county has a mixture of rural, urban and suburban land uses. Most of the residential uses can be found to the north and east of Carrollton, while other parts tend to be more rural, agricultural uses. Carroll's rural roots remain healthy as the county continues as an agricultural leader, boasting the largest cattlemen's association in the state and continuing as a major poultry producer.

In terms of regional planning, the county is part of the Three Rivers Regional Commission and the Georgia Emergency Management Agency's Area One. Upon the last Census, a portion of the county has been deemed urbanized, pulling Carroll into the non-attainment area and potentially requiring the county to enter a Metropolitan Planning Organization.

2. Government

Carroll County is governed by a Board of Commissioners consisting of a Chairman elected at-large and six District Commissioners. Total appropriations for the county are $53,333,000. A breakdown of public safety and other related departments is listed below. Over half of county appropriations go to public safety or related agencies, whose mission is to serve the public and promote health, safety and welfare of its residents.

Table 2.1: Carroll County Appropriations for 2019-2020

Carroll County	**$53,333,000.00**
Sheriff's Office	14,901,400.00
Fire Rescue	8,190,728.00
EMS Medical Services	1,137,000
800 MHz Communications	216,000
Emergency Management	262,855
Public Works	4,003,863.00
Health Department	40,140.00
Codes Enforcement / Community Development	981,019.00
Sub Total	$29,733,005.00
Percentage of Total	55.75%

3. Public Safety

Additionally, Carroll County has a Special Purpose Local Option Sales Tax, a 1-cent tax on each dollar spent that helps fund capital projects in the community. For the most recent, SPLOST passed, the Board of Commissioners agreed to fund a $5 million expansion of E-911 and the county's Emergency Operations Center. The expansion gave the dispatchers and emergency personnel the space and equipment they needed to respond, whether it is an average busy day or during a natural disaster. Emergency personnel already do a great job prioritizing calls to dispatchers and getting citizens the help that they need. This has only be enhanced by the additional space and technology upgrades.

For the first time, the Emergency Management Agency is housed with E-911, allowing for better coordination and response. Emergency management personnel will be able to send public alerts through the Integrated Public Alert Warning System (IPAWS), which will broadcast emergency messages to cell phones, television, and radio stations warning of a hazardous situation and how residents should respond. These alerts will be used sparingly and only for the high-level hazards that meet the qualifications (i.e. chemical leak on Main Street, please shelter in place if you reside within 1 mile).

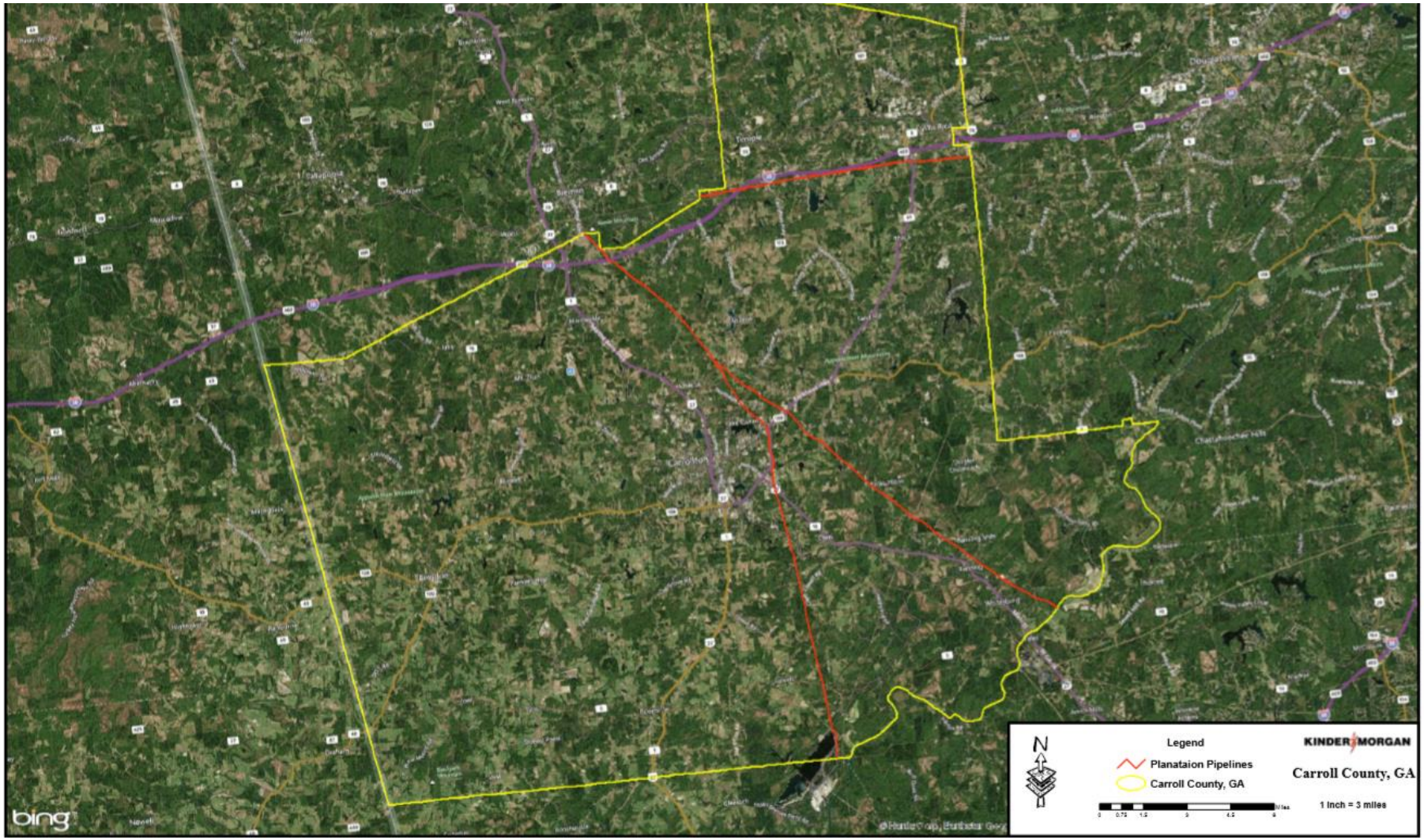
The upgrades to the consoles and Radio system will eventually bring next Generation 911 to Carroll County and make our communications even stronger. Carroll County is currently a participant in the Western Area Regional Radio System, along with Coweta, Haralson and Heard, utilizing an 800-MHz system that allows for communication between all public safety personnel in the 4-county region. This encourages better mutual aid between the agencies.

4. Utilities

Carroll County has several water providers. Bowdon, Bremen, Carrollton, Villa Rica and Carroll County Water Authority all operate water treatment plants, with the latter providing water to the unincorporated area as well as the other cities. Roopville and Whitesburg both operate municipal wells. Carroll County Water Authority also operates sewer treatment at Fairfield Plantations, a large planned community on the east side of the county below Villa Rica. Villa Rica, Temple, Bowdon, Bremen and Carrollton all have municipal sewer treatment plants. The remainder of the county is on septic.

Carroll County is serviced by three electric providers: Georgia Power, Carroll EMC and Greystone Power. Georgia Power covers municipal areas, with Greystone covering a portion in the northeast adjacent to its service area in Douglas County. Carroll EMC covers the remainder of the unincorporated area.

Plantation Pipeline and Colonial Gas operate pipelines. Additionally, Plantation Pipeline operates a large storage facility near Bremen, Georgia. Local emergency management and fire rescue have participated in pipeline safety courses.



Map 2.1: Plantation Pipeline in Carroll County, Georgia

5. Transportation

a. Roadways

Most transportation in Carroll County is done by personal vehicles. In July 2017, a low-cost van pool began operations to help transport residents in need. There are three Georgia Department of Transportation Park and Rides in the county to help promote carpooling.

Interstate 20 runs east to west in the northern portion of Carroll, along with Highway 78. Highways 16, 166 and 5 also run east to west in central to southern Carroll. Running north to south, Highway 27 and Highway 61 are both 4-lane roads, carrying most of the traffic off the interstate to Carrollton, the county seat. Additionally, 2-lane Highway 113 and Highway 100 run north to south.

Other major secondary roadways include:

Tyus-Carrollton Road
Lovvorn Road
Smithville Road
Hog Liver Road
Shady Grove Road
Hickory Level Road
North and South Vanwert Road
Rainey Road
Center Point Road
Pleasant Ridge Road
Miller Academy Road
Jones Mill Road
Horsey Mill Road
Oak Mountain Road
Clem Lowell Road

While the Georgia Department of Transportation is charged with maintenance of the state and federal highways above, Carroll County is responsible for the secondary roadways in the event of an emergency.

b. Railways

Norfolk Southern operates rail service on an east-west and north-south line.

Map 2.2: Georgia's Railway System

c. Airways

The West Georgia Regional Airport, located in western Carroll near Mount Zion, serves commercial and recreational air traffic for the region. Passenger air traffic is primarily serviced by Atlanta Hartsfield-Jackson International Airport, located to the northeast of Carroll County.

Additionally, there are 20 privately owned airstrips in the county.

A considerable number of commodities flow through Carroll County on a daily basis, and a hazardous materials (Haz Mat) incident is a primary concern for the county and its municipalities.

6. Schools

Carroll County is home to two school systems, Carrollton City Schools and Carroll County Schools. Carrollton operates five schools on a large campus near downtown Carrollton. Carroll County has five high schools, with 25 total schools across the county's seven school districts, with the largest high school, Villa Rica, located in the northeast area of the county. In addition to public schools, the county has several private schools, including Oak Mountain Academy.

Carroll County is also home to two institutions of higher learning. The University of West Georgia has a student population of 13,700 spread across a 645-acre campus in Carrollton, as well as a smaller campus in Newnan, enrolled in 86 programs of study. West Georgia Technical College has a Carrollton Campus, along with administrative offices downtown in Adamson Square.

School safety has been a top priority of the Carroll County Emergency Management Agency with the EMA Director participating in the School Safety teams with each system that coordinate the annual Safety Summit, along with tabletops and drills with each school.

7. Recreation

Carroll County is home to six recreation departments, including the County, Villa Rica, Temple, Bowdon, Mount Zion and Carrollton, each offering recreational sports for their areas and operating ballfields, pavilions and senior centers. By tradition, active recreation districts follow school boundaries. As part of service delivery strategy, the county compensates each jurisdiction a portion of their recreation program funds.

The county also has four large passive recreation parks, ranging between 290 to 500 acres, open to the public - John Tanner Park, Little Tallapoosa Park, McIntosh Reserve Park, and Moore's Bridge Park. Future parks are planned at Blackjack Mountain and Snake Creek. These parks offer a variety of amenities from camping to multi-use trails.

The City of Carrollton has completed an 18-mile green belt around the city that provides recreational and alternative transportation to the city's residents.

Emergency Management has worked with recreation officials to provide National Weather Service (NWS) Storm Spotter training to recreation staff and further invites them to attend severe weather briefings. Knowledge of potential severe weather often leads to cancellation or postponement of an event or to move inside in case of imminent danger from lightning or a funnel cloud.

8. Healthcare

Tanner Health System operates three hospitals in the region with locations in Carrollton, Villa Rica and Bremen. There is also a behavioral health facility, Willowbrooke in Villa Rica, three urgent care centers and 24 practices operating under Tanner Medical Group.

The Carroll County Health Department is in Carrollton and offers immunizations, family planning and screenings to the community, among many other services. Part of District 4 Public Health, the county participates in the Strategic National Stockpile (SNS) program and has established two potential Points of Distribution (POD) in the event of an epidemic/pandemic. Further, the county has signed up many of its larger employers as Closed Points of Distribution (POD), enabling them to distribute medicine to their employees and families.

West Georgia Ambulance operates the emergency medical services for the area. Two companies have established heliports in the county to provide air medical services when it is necessary to transport a patient to a trauma center.

9. Land Use and Development

Construction in Carroll County is subject to the following codes:

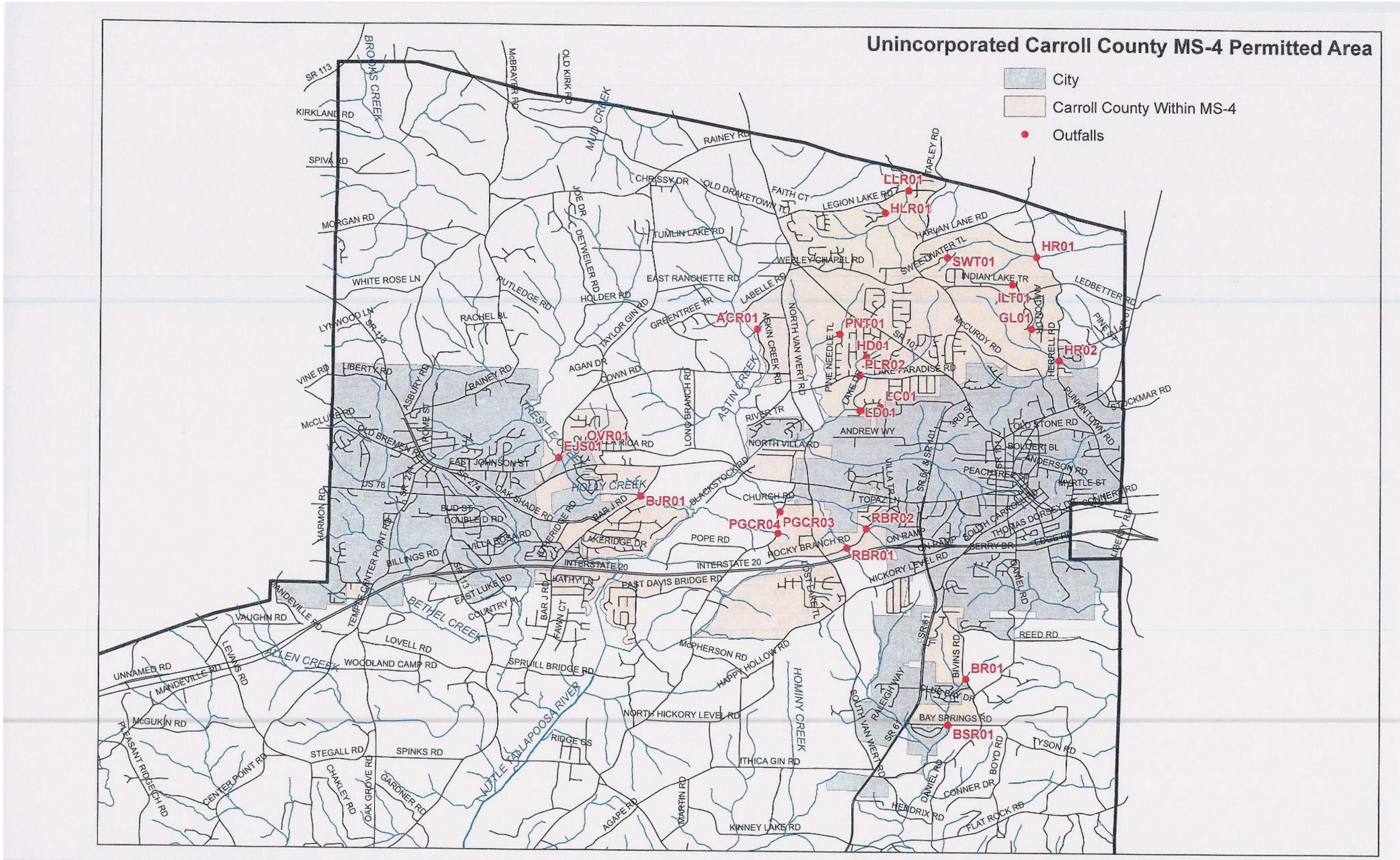
2012 International Residential Code
2012 International Building Code
2014 NEC Electrical Code
2012 International Plumbing Code
2012 International Mechanical Code
2012 International Gas Code
2012 International Energy Code
2012 International Existing Building Code
2012 International Fire Code
Including all Georgia amendments and supplements

Under the Department of Community Development, the county has a Chief Building Official and inspector charged with reviewing plans and inspecting construction to ensure that buildings comply. New construction in the county must be built to withstand a 90-100 miles per hour wind.

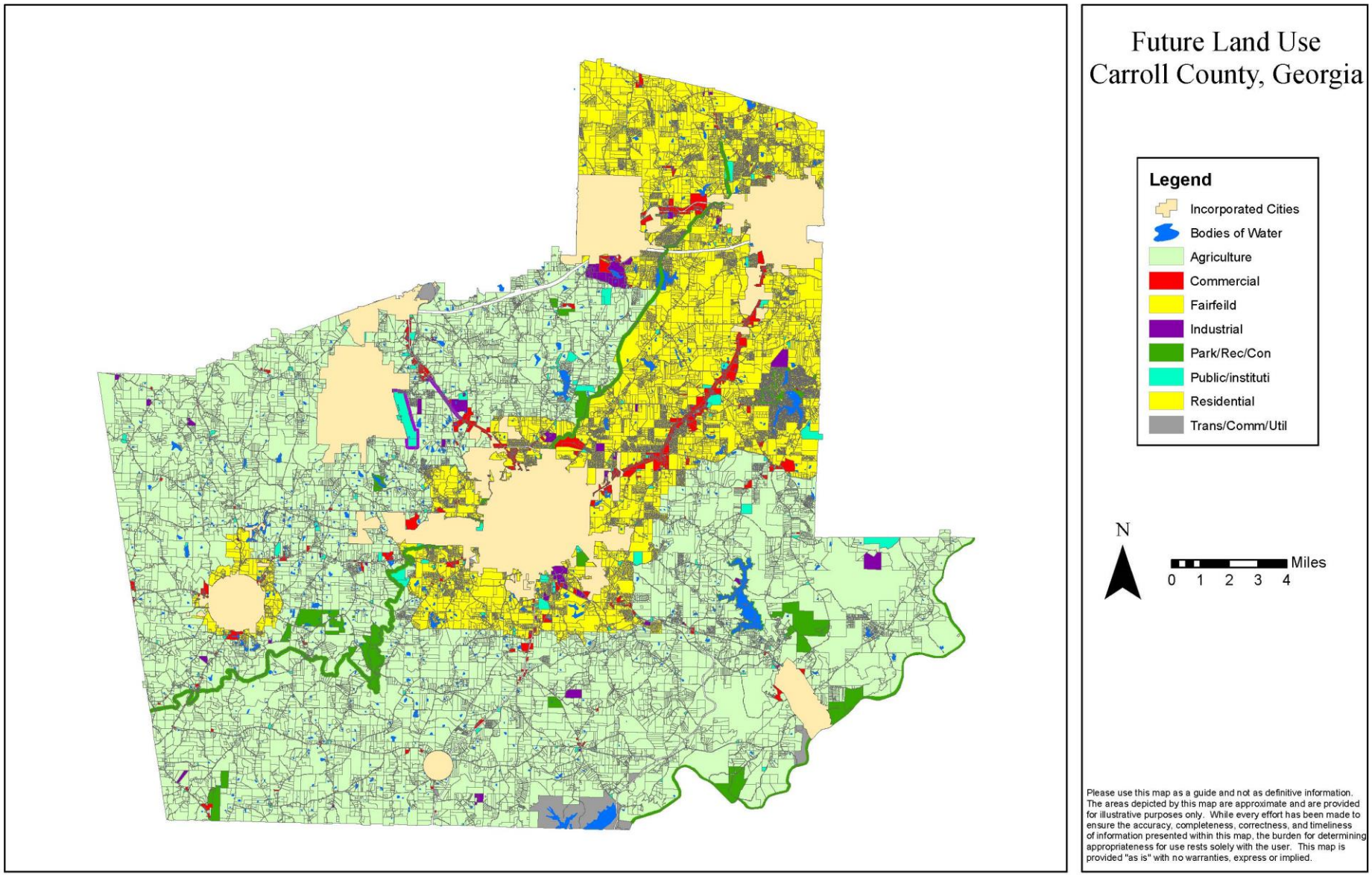
Grading and land disturbance are reviewed by the County Engineer, with designated Erosion Control Officers charged with keeping sedimentation out of our streams. Engineering further checks that development does not encroach the minimum buffers required on streams. Each permit is reviewed by the Floodplain Manager to ensure that construction does not occur in the floodplain. Portions of northern Carroll County have now been designated as MS4 and require storm water permitting and enforcement, as depicted in 2.3 MS4 Outfalls.

Carroll County's zoning and land use plans apply to the unincorporated areas of the county. Northern Carroll between the cities of Temple and Villa Rica, down to Carrollton is where the most residential population growth has occurred since 1990. The southern and western part of the county is predominately rural/agricultural, characterized by larger tracts of agricultural or timber land mixed with home sites. Increasing population growth which necessitate increased public infrastructure and critical facilities has resulted in the county becoming more vulnerable to hazards, such as flooding, tornadoes, thunderstorms, tropical cyclones, winter storms, drought and wildfire and pandemics. The county must be vigilant in utilizing best management practices and in achieving its mitigation goals and objectives.

For additional Community information, please reference Appendix E, as well as the 2018 Carroll County Comprehensive Plan. Carroll County's Future Land Use Map is shown in Map 2.4 below.



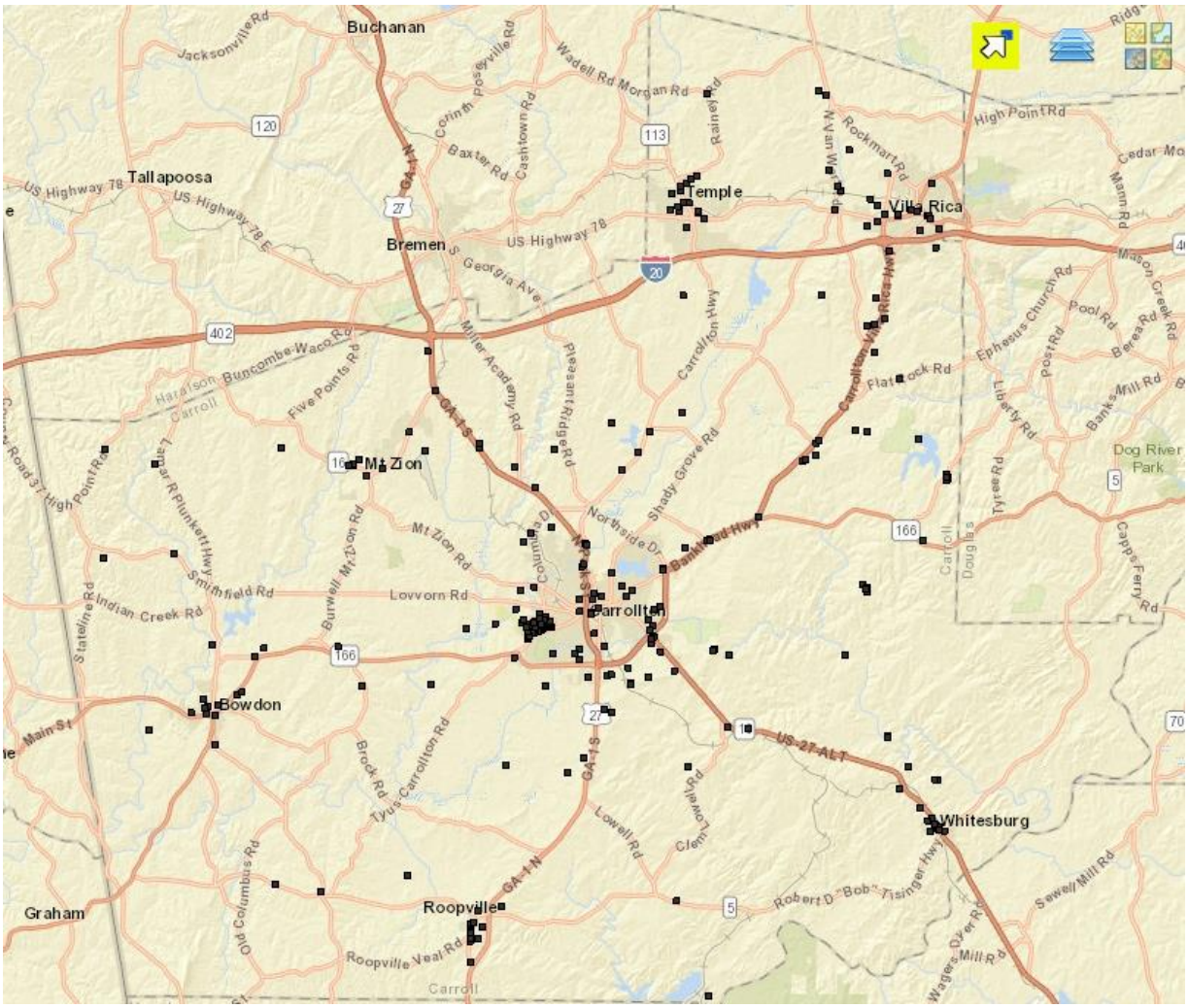
Map 2.3: MS4 Outfalls



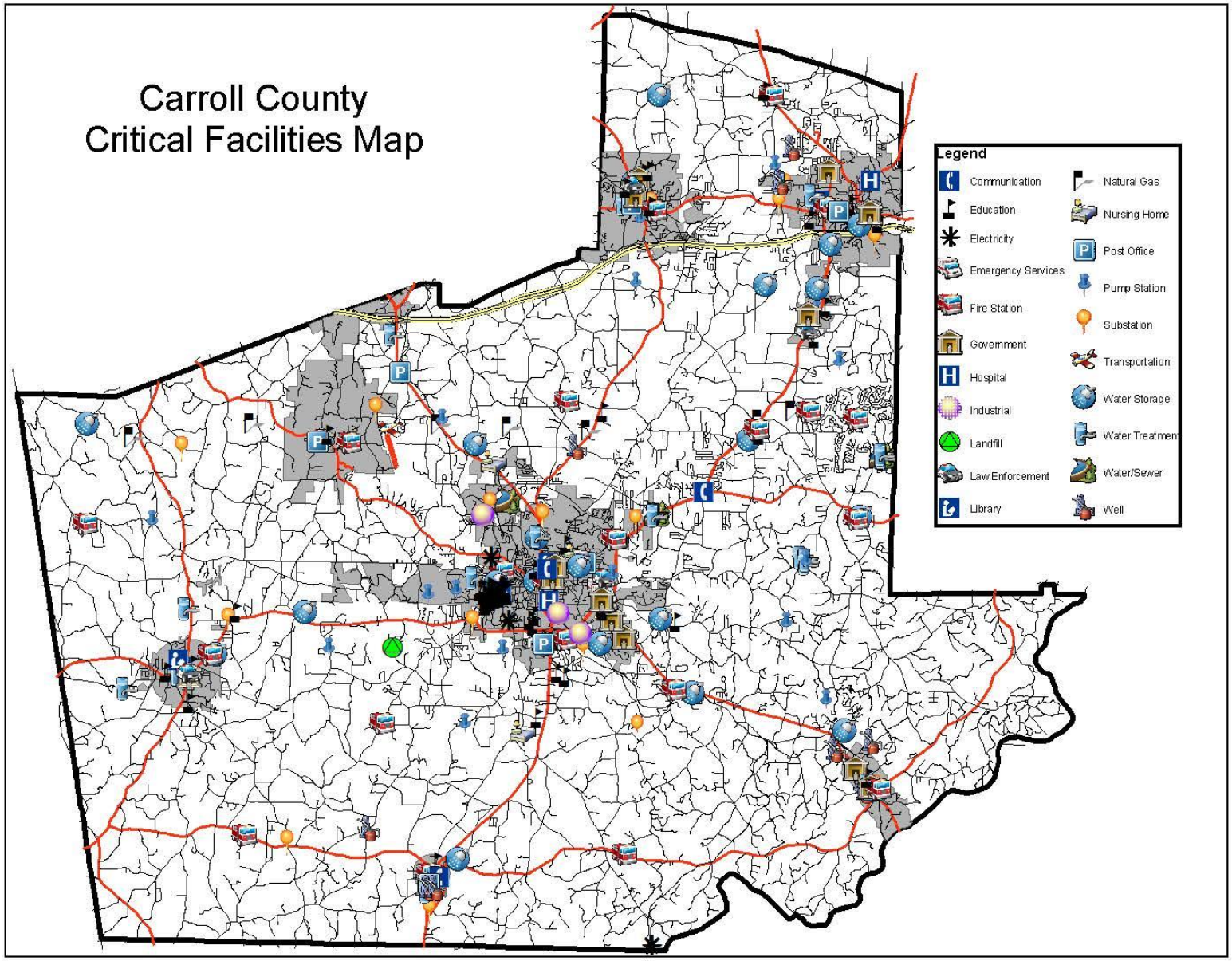
Map 2.4: Carroll County, Georgia Future Land Use Map

10. Critical Facilities

Carroll County and its cities, school systems, healthcare and public utility providers have identified numerous critical facilities that are essential to the community. The Critical Facilities List was added as a layer to the county's Geographic Information Systems (GIS) in the 2016 Plan and updated for 2020. As the county and its cities move forward, planning, each will be able to better integrate Critical Facilities information into decision making processes. Below are maps of each municipality depicting their boundaries, streams and lakes, as well as transportation routes.



Map 2.5: GMIS Critical Facilities for Carroll



Map 2.6: Carroll County Critical Facilities Map

B. City of Bowdon

1. General

Located in Carroll County, the City of Bowdon is approximately 10 miles south of the I-20 corridor. The community was incorporated on January 1, 1859 and was named for Franklin Welch Bowdon, an Alabama congressman in 1853. According to the United Census Bureau, Bowdon has a total area of 3.4 square miles with a population of 2,040. The City of Bowdon is affectionately referred to as the "Friendly City." It lives up to the name with a thriving downtown business district that has recently undergone significant redevelopment, much in the Historic district. The downtown is home to several new restaurants, a specialty coffee roaster, an art gallery and a veterinary hospital.

The citizens of Bowdon can easily access medical care, educational institutions, entertainment and recreational venues. However, Bowdon's most admirable qualities of life are the natural beauty of the farms and woodlands that surround the city.

2. Government

A mayor and 4 council members govern the City of Bowdon.

3. Public Safety

Bowdon has a municipal police department, while fire protection is provided by Carroll County Fire Rescue.

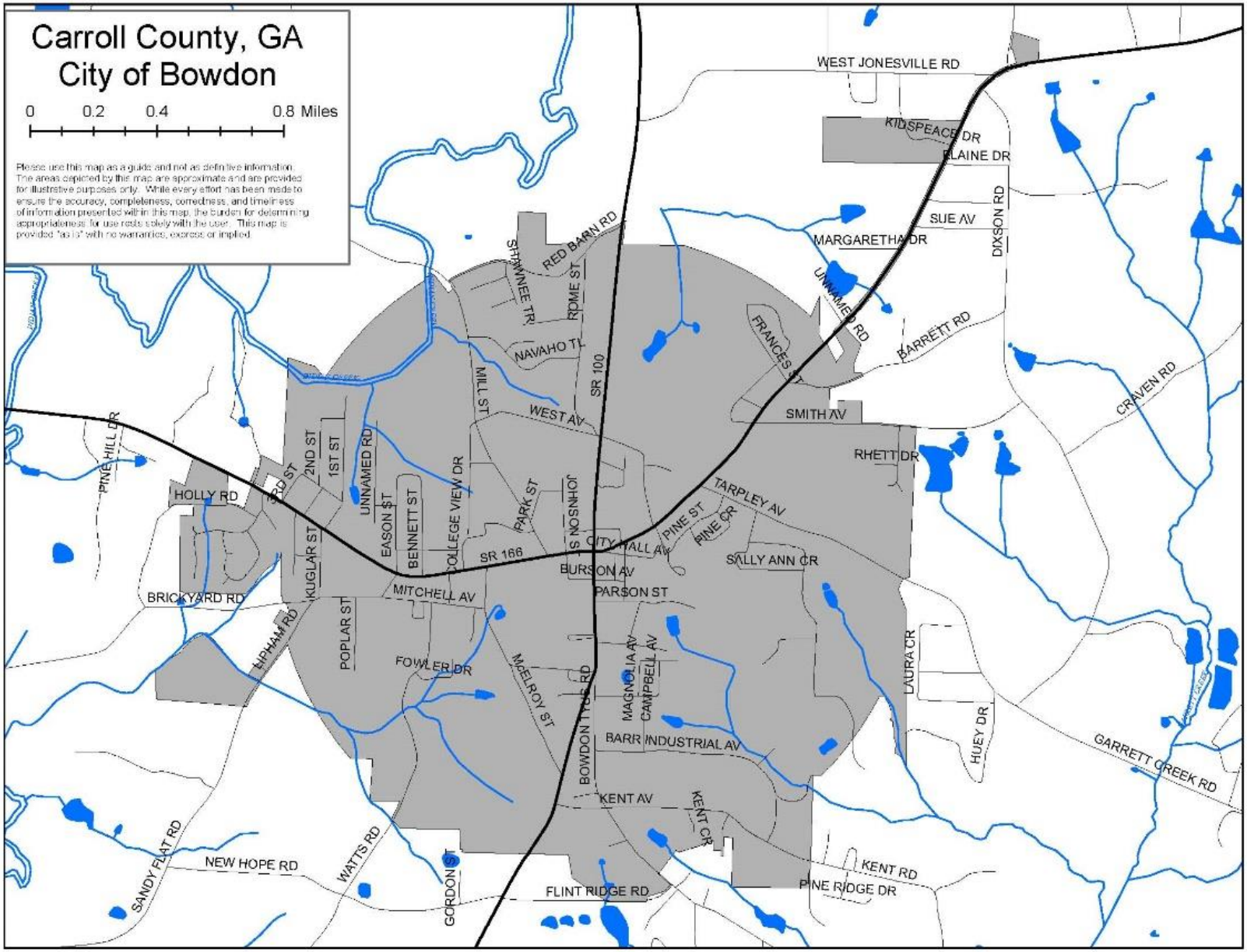
4. Parks and Recreation

Bowdon has several municipal parks, a senior center, and Copeland Hall, a cultural arts center where residents can enjoy the performance arts.

5. Land Use and Development

Bowdon has maintained its small-town feel. It is amid a sparsely populated agricultural and timbered area. With its proximity to the interstate, many trucks travel down Highway 100 from I-20, navigating the narrow streets of downtown. A road improvement project to construct a bypass to divert these large trucks from the center of town has been proposed. This will help with alleviate any Haz Mat concerns.

The city also operates its own water and waste water treatment plants, the latter with interconnected lift stations.



Map 2.7: City of Bowdon

C. City of Carrollton

1. General

Carrollton is the County seat, and sits in the center of the county, with transportation tentacles extending in all directions. The city's population has grown 10% in the last five years, from 24,371 in 2009, to an estimated 26,690 in 2014. The city limits cover about 22.8 square miles, including 0.5 square miles of water. This gives Carrollton an average density of 1,094 persons per square mile.

The Norfolk Southern rail line winds through Carrollton, as it serves industries located, for the most part, in the south and northwest areas of the city. Carrollton's key resources include the Tanner Hospital complex on the south side, and University of West Georgia immediately west of downtown. An established local industry – Southwire – is located near Tanner Hospital. The Carrollton City Schools are clustered together on the west side of town. Carrollton also has a robust number of restaurants, mainly in the downtown square.

Carrollton is a university town, and the majority of the city's residents are renters. The 2010 Census found approximately 43% of residents in multi-family housing, and another 14% in rental houses or duplexes. In 2014 the City counted approximately 6,000 apartment units in Carrollton. The University is growing modestly but steadily, to an estimated 13,000 students today. Private student housing developments are growing exponentially, with more than 1,411 bedrooms of student housing permitted since 2010.

Roughly 16% of Carrollton residents live in homes where a language other than English is spoken. That rate is about 3 points above State average.

2. Government

The City of Carrollton is governed by a Mayor and City Council. The Mayor is elected at large, and four city council members represent wards. General Fund appropriations for the City exceeded $20 million in Fiscal Year 2015. Over half of these appropriations were for police and fire protection and response, and 10% were for Streets/Engineering and Planning/Community Development, as detailed below.

Table 2.2: Carrollton General Fund Appropriations for 2014-2015

City of Carrollton General Fund	**$ 20,177,320**
Police Department	6,278,865
Fire Department	4,822,913
Streets / Engineering	1,753,475
Planning/Community Development/Codes Enforcement	194,296
Subtotal	13,049,459
Percentage of total	64.7%

In addition to the General Fund, the City of Carrollton has a Water Enterprise Fund that totaled $14,642,482 in FY 2014-15, and a Sanitation Enterprise Fund that was $4,538,844 the same year.

The FY 2014-15 Water Enterprise Fund represented a $3,529,547 increase over the previous year's budget. The majority of this increase was for the capital projects listed below.

Table 2.3: City of Carrollton Water Enterprise Fund for 2014-2015	
Total Water Enterprise Fund	$ 14,642,482
Water Filter Plant	
▪ ½ Ton Pickup Truck	25,000
▪ Emergency Generator	250,000
▪ Northside Pump Station	300,000
▪ Transfer Pump	10,000
▪ Carbon Feed System	35,600
▪ Lime Feed System	89,800
System Upkeep	
▪ Water/Sewer Line Upgrades	1,000,000
▪ Lake Carroll Spillway	500,000
▪ (3) 4 wd Service Trucks	150,000
Waste Water Plant	
▪ Paving/Curb and Gutter	146,000
▪ Safety Railing	229,000
▪ Skidsteer	100,000
▪ (2) 4 x 4 Pickup Trucks	50,000
▪ Sprayfield Mowers	10,000
Subtotal	2,895,400
Percentage of total	20%

3. Public Safety

The City of Carrollton employs 78 full-time and 12 part-time sworn police officers, who are supported by 12 full-time and 3 part-time civilians. As part of its citywide duties, the Carrollton Police Department cooperates with the University of West Georgia's police officers, whose jurisdiction extends 500 yards beyond the University's boundaries.

Among the Carrollton PD's many community programs is one called S.N.A.P, which gathers information to assist individuals from at-risk populations during emergencies. Throughout the year, residents fill out S.N.A.P. information forms on a voluntary basis. This information is then given to 911 Dispatch to be entered into their system. During a 911 call from a resident, the S.N.A.P information allows Dispatch to advise all responding agencies that this residence may contain an individual from an at-risk population who may be non-ambulatory, wheelchair-bound or bedridden, hearing impaired, blind, etc. It also provides a secondary contact person for the residence.

The City of Carrollton Fire Department has 63 personnel, 4 engine crews, one ladder crew, and four fire stations. The Department takes a proactive approach towards fire safety and prevention, targeting home life, schools, and the work environment. The Department conducts a number of community programs, most of which are free, and which include:

- Fire Extinguisher Classes
- CPR First Aid Classes
- Fire Safety Education Classes (taught to schools, civic clubs, churches, and industries)
- Carbon Monoxide Monitoring
- Fire Safety Inspections
- Blood Pressure Checks
- Industrial Fire Brigade Checks

Each October, which is national fire safety month, the Carrollton Fire Department visits elementary schools to teach fire safety. Subjects include: How to use the 911 emergency phone system, how to escape from the house if there is a fire or if you see smoke, creating a safe meeting place outside the home, what to do if your clothes catch fire, how smoke detectors work and their importance, the dangers of playing with matches or lighters, and how firefighters look and sound with their protective clothing and air packs on.

At the high school level, the Fire Department teams with Police Department personnel to demonstrate vehicle extrication and dangers of drinking and driving. Advanced fire safety classes cover fire extinguisher operation, CPR and first aid.

4. Recreation

The City's Parks, Recreation and Cultural Arts Department maintains 22 city parks. The Department also provides a wide range of indoor and outdoor programs at eleven community facilities, including:

- Tracy P. Stallings Center (main office), 118 S. White Street
- Carrollton Senior Center, 220 West Avenue
- Carrollton Cultural Arts Center, 251 Alabama Street
- Bonner Recreation Center, 226 West Avenue

- Catherine Hardy Lavender Center, 425 Willie North Street
- Midtown Water Park, 125 Leroy Childs Drive
- WPA Center, 590 North Cliff Street
- East Carrollton Recreation Center, 410 North Lake Drive
- Lakeshore Recreation Center, 643 North Lakeshore Drive
- Lakeshore Pool, 116 Lumpkin Drive
- Log Cabin (Visitors Center), 102 North Lakeshore Drive

The Department is responsible for the popular 16-mile Carrollton Greenbelt, which encircles the city, almost entirely with 14-foot pavement width. While closed to motorized traffic, the Greenbelt can accommodate emergency vehicles if needed.

On October 22, 2015, staff and volunteers of the Carrollton Parks, Recreation and Cultural Arts Department received the following Georgia Recreation and Park Association Awards for 2014-15:

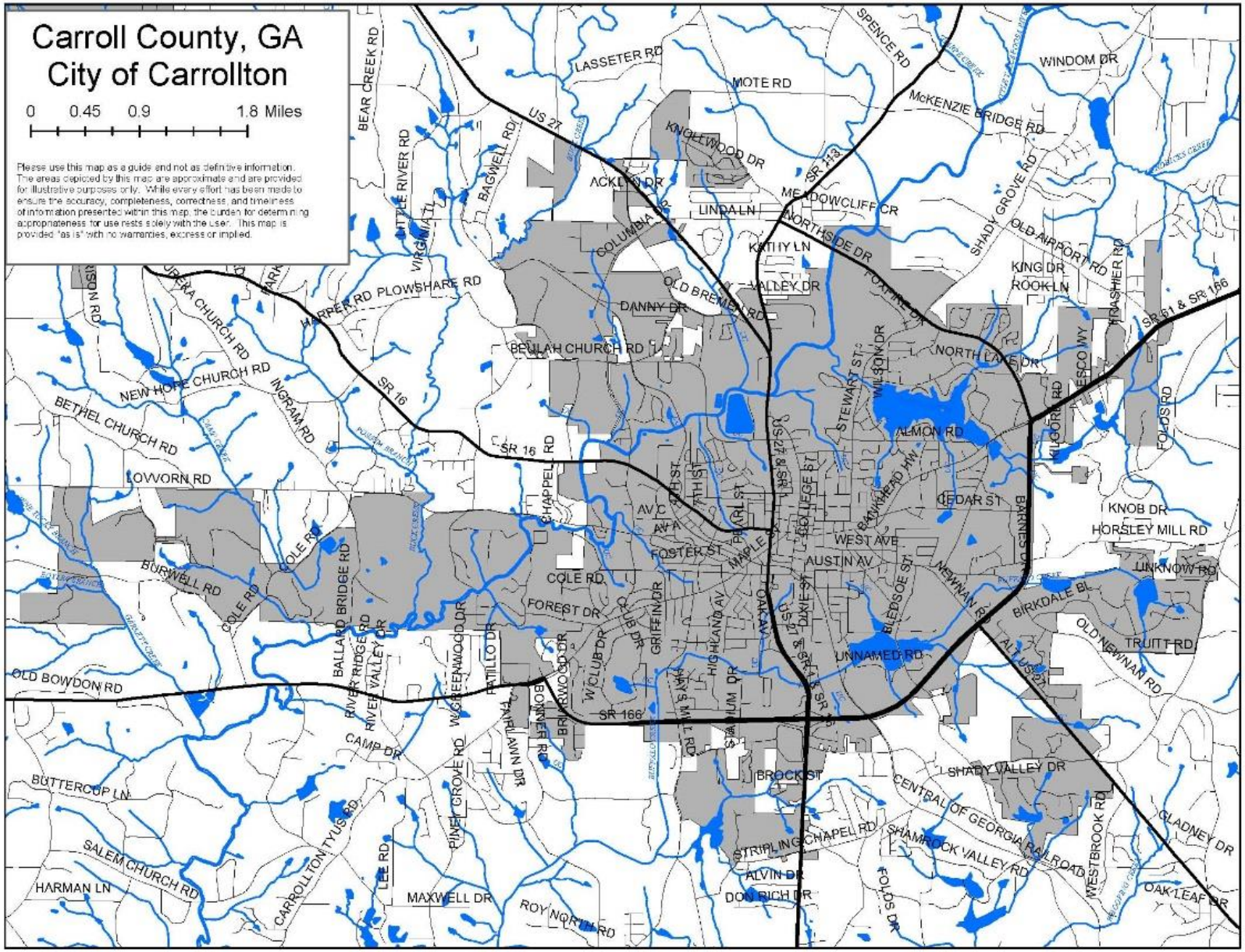
- Athletic/Aquatic Special Event Award for the 2015 Police and Fire Games
- Alzheimer's Memory Garden at Worthy Park
- Special Event Program Award for the Miss Sparkle Pageant
- Volunteer of the Year Award for the Therapeutic Section

5. Land Use and Development

Building activity in Carrollton is strong overall, with building permits issued for 118 projects, including both new construction and additions, between July 1, 2014 and June 30, 2015.

The City's Community Development Department reviews plans for new construction, and issues building permits, Land Disturbance, plumbing, electrical, and related permits. The City Engineer and Enforcement Officers inspect projects for code compliance, prior to issuing Certificates of Occupancy and at other times. The Department also works with its Planning Commission, Board of Development Appeals and Historic Preservation Commission to interpret, enforce and update the City's 2007 Unified Development Ordinance and map, including environmental sections relating to Flood Damage Protection, Water Resource Districts, River Corridor Protection and Soil, Erosion and Sedimentation Control.

Carrollton has a number of lakes and streams, which make it vulnerable to flooding. With urban densities, it is also vulnerable to tornadoes, tropical cyclones, winter weather and pandemics. A number of industries reside in Carrollton, increasing the potential for a hazardous materials spill. Utilizing best management practices will help make the city more resilient.



Map 2.8: City of Carrollton

D. City of Bremen

1. General

Located in both Carroll and Haralson Counties, the City of Bremen lies on both the Interstate 20 and the Highway 27 corridors. An active railroad line runs through the center of town. The city, originally called Kramer, was incorporated on September 5, 1883 and named after the Germany city of Bremen. The largest city in Haralson County, Bremen has a population of 6,227 as of the 2010 Census, with a small percentage of residents in Carroll County.

2. Government

A mayor and 3 council members govern the City of Bremen.

3. Public Safety

Bremen has its own police and fire departments. Haralson County, along with Carroll, Heard and Coweta are members of a Western Area Regional Radio System, allowing for radio communications and mutual aid between the neighboring counties.

4. Parks and Recreation

Bremen has several municipal parks, a senior center, and other recreational opportunities.

5. Schools

The City of Bremen has its own school district, operating 4 schools: Jones Elementary, Bremen Middle, Bremen High and Bremen Academy. Consistently, Bremen is one of the top districts in the state in academia.

6. Land Use and Development

The Carroll County portion of the City of Bremen lies along the I-20 corridor and includes a mix of commercial, limited residential and timber land. Plantation Pipeline has a large facility near the county line. The city's vibrant downtown, located in Haralson County, is guided by a Downtown Development Authority.

With traffic along Interstate 20, Highway 27 and the rail line, a considerable amount of commodities flow through the town daily, causing some concern as to the possibility of a Haz Mat incident.

Bremen operates its own water and waste water treatment plants, the latter with interconnected lift stations.

E. City of Mount Zion

1. General

The City of Mount Zion is in northern Carroll County and has a population of 1,696 according to the 2010 U.S. Census. Mount Zion is spread over 9.8 square miles and is characterized by low-density development with a large amount of agriculture zoning designations. It is made up of mostly traditional single-family homes with acreage and some small livestock however the city is looking to grow.

Mount Zion does not have a designated center of town or main street area but does support a local school cluster. Mount Zion would like to coordinate opportunities of growth without losing the small-town atmosphere. Located in proximity to Highway 27 and the I-20 corridor, Mount Zion also abuts the West Georgia Regional Airport.

2. Government

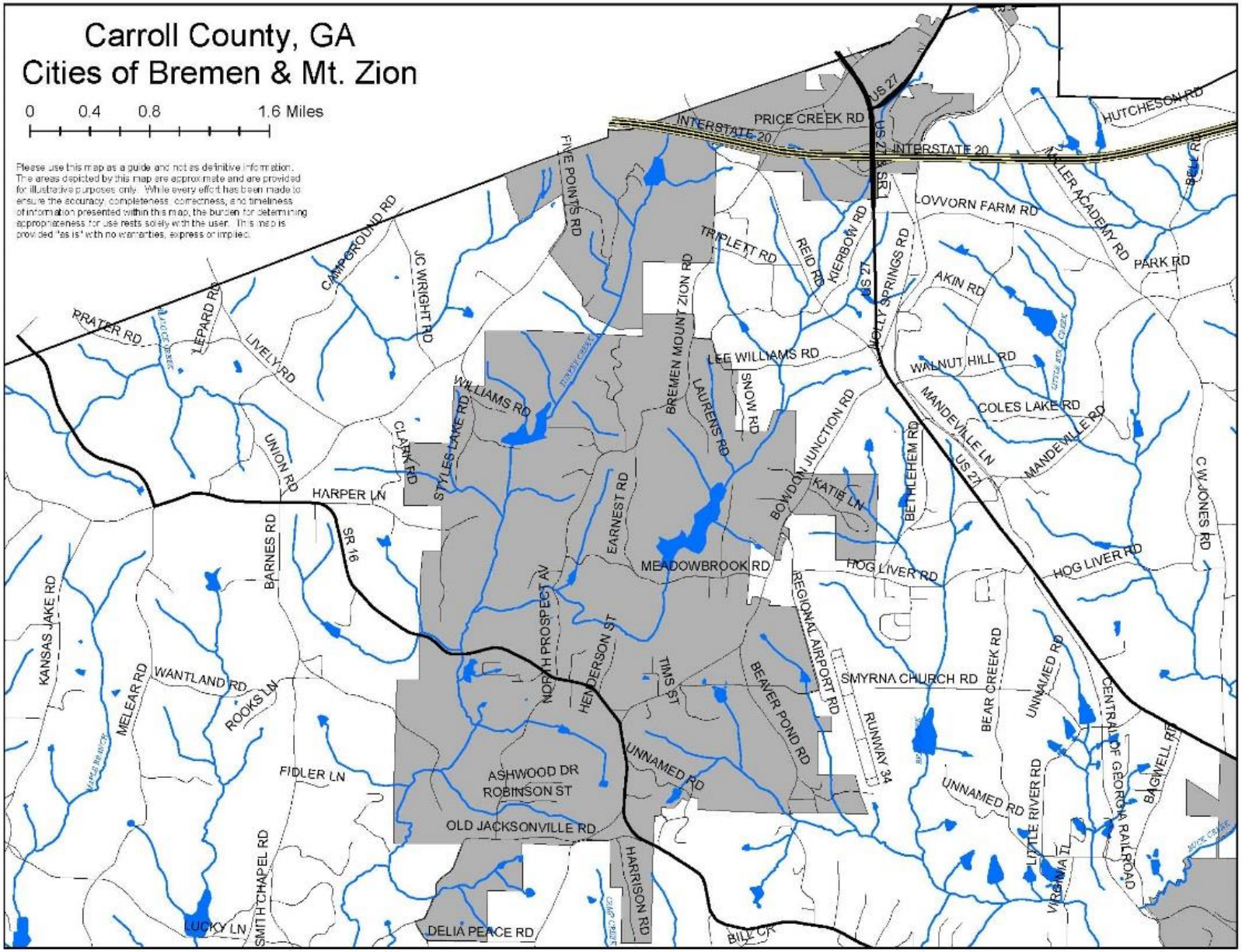
A mayor and 4 council members govern the City of Mount Zion.

3. Public Safety

Mount Zion has a police department, relying on the county for fire and ambulance.

4. Land Use and Development

With one of the largest cities by size, Mount Zion is also one of the smallest in terms of population. It is sparsely populated. Some areas are prone to flooding, and it is important that development regulations are followed to restrict building in those areas.



Map 2.9: Cities of Bremen and Mount Zion

F. City of Roopville

1. General

The City of Roopville is in southern Carroll County at the intersection of GA Hwy 5, Old U.S. 27 and the new U.S. 27 Bypass. Roopville is distinctively situated on 0.77 square miles and on a ridge in which Old U.S. 27 divides the Tallapoosa and Chattahoochee River Basins. According to the U.S. Census Bureau, the total population of Roopville was 218 in 2010. Its location was on an historic trading route, the McIntosh Trail and historically it was a thriving business and trading community. But with the decline of trading opportunities in the new age, Roopville has become a quiet community. However, a few landmarks still exist, as well as the pride of its residents is very much alive.

2. Government

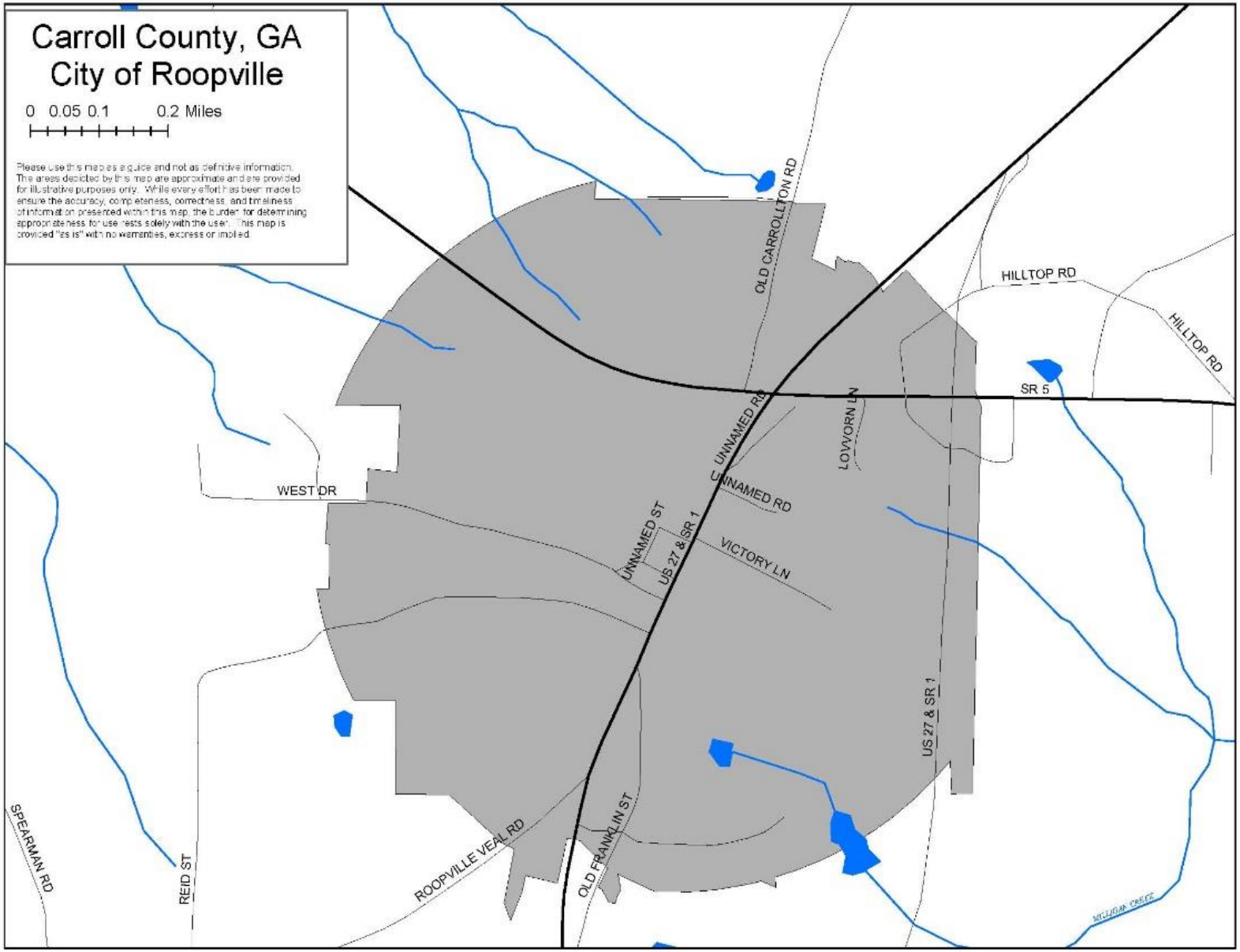
A mayor and 4 council members govern the City of Roopville.

3. Public Safety

As part of service delivery, police, fire and ambulance are provided by Carroll County.

4. Land Use and Development

Roopville is the smallest jurisdiction in acreage and in population. It has had very limited growth, and since Highway 27 has been rerouted, its vulnerability to hazardous materials incidents has been lessened.



Map 2.10: City of Roopville

G. City of Temple

1. General

Located off I-20, 42 miles west of Atlanta and only 11 miles north of Carrollton, the city of Temple can be found in Carroll and Haralson counties. Temple holds a rich history, known statewide because of the Temple Model School and having the nation's first school bus. The city's development can be traced from the cotton-farming era, through the Great Depression, and to the present time where most citizens earn their livelihood through employment in area businesses and industries. During the housing boom of the early 2000s, Temple experienced considerable population growth, as the population moved westward from Atlanta, increasing from 2,383 in 2000 to 4,228 in 2010.

2. Government

The City of Temple is governed by a Mayor and City Council. The Mayor is elected at large and five Council members represents wards. The General Fund appropriations for the City exceed $3 million for Fiscal Year 2016.

Table 2.4: Temple General Fund Appropriations for 2016

General Fund	**$3,422,671**
Police Department	1,132,176
Streets	394,148
Subtotal	*1,526,324*
Percentage of Total	45%

Table 2.5: Temple Enterprise Funds for 2016

Water/Sewer Fund	**$1,382,165**
Waste Water Plant	391,457
Water Distribution	601,967
Subtotal	*993,423*
Percentage of Total	72%

3. Public Safety

Temple maintains a police department. Fire and ambulance services are provided by Carroll County. Temple Police Department has 14 employees. The Police Department is currently developing an explorer and citizens patrol program. Police department responsibilities include answering and responding to all

911 calls that are dispatched from the Carroll County 911 center, patrolling all businesses and residents throughout the city limits, reporting and investigating all criminal activity, and protecting lives and property. Temple Police Department is also proactive in the community. Officers participate in all parades and school events that involve public buildings, streets and recreation and take part in shop with a cop.

4. Public Works

The Public Works Department has five full-time employees. The Public Works Department provides many of the basic services that affect the daily lives of citizens. The responsibilities encompass the administration, planning, street maintenance, grass cutting/landscaping, construction management and technical engineering of the city's infrastructure including the roads, water distribution system and sanitary sewer treatment. The Public Works Department also offers a Spring/Fall clean-up yearly to help residents eliminate accumulated debris from their properties. This type of routine maintenance is referenced in the Hazard Mitigation Plan, as it helps reduce storm water and flash flooding.

5. Sewer

The Sewer Department has two employees. The department provides plant operations, sampling/monitoring for state required compliance, process control sampling and analyze solids, as well as spray field land application management compliance reporting.

6. Senior Center

The Temple Senior Center has seven employees. The Senior Center serves on average 150 meals a day, with over 60 of these to the homebound community, which are taken out by volunteers, they also offer blood pressure checks, provided by the local fire departments. A variety of activities are offered including fitness classes and games. The Senior Center is responsible for the safety of its food, following all the health department guidelines and having to pass a yearly inspection by the Carroll County Health Department. The Senior Center has received several Grants from the Trinker Davis Foundation as well as the Power of the Purse and Carroll EMC.

7. Utility Billing

The Billing Department employs one full time employee. The Utility Billing Customer Service Department compiles meter readings based on meters read, billing of water, sewer, and garbage collection, issues work orders for rechecks of meters, turn on and off services, monitors and collects on delinquent accounts, and provides customer service.

8. Accounts Receivable

The Accounts Receivables Department employs one full time employee. The department keeps track and processes accounts and incoming payments in compliance with financial policies and procedures. Accounts receivables performs day to day financial transactions including verifying, classifying, computing, posting and recording accounts receivable data and reconciles the accounts receivable ledger to ensure that all payments are accounted for and properly posted.

9. Parks and Recreation

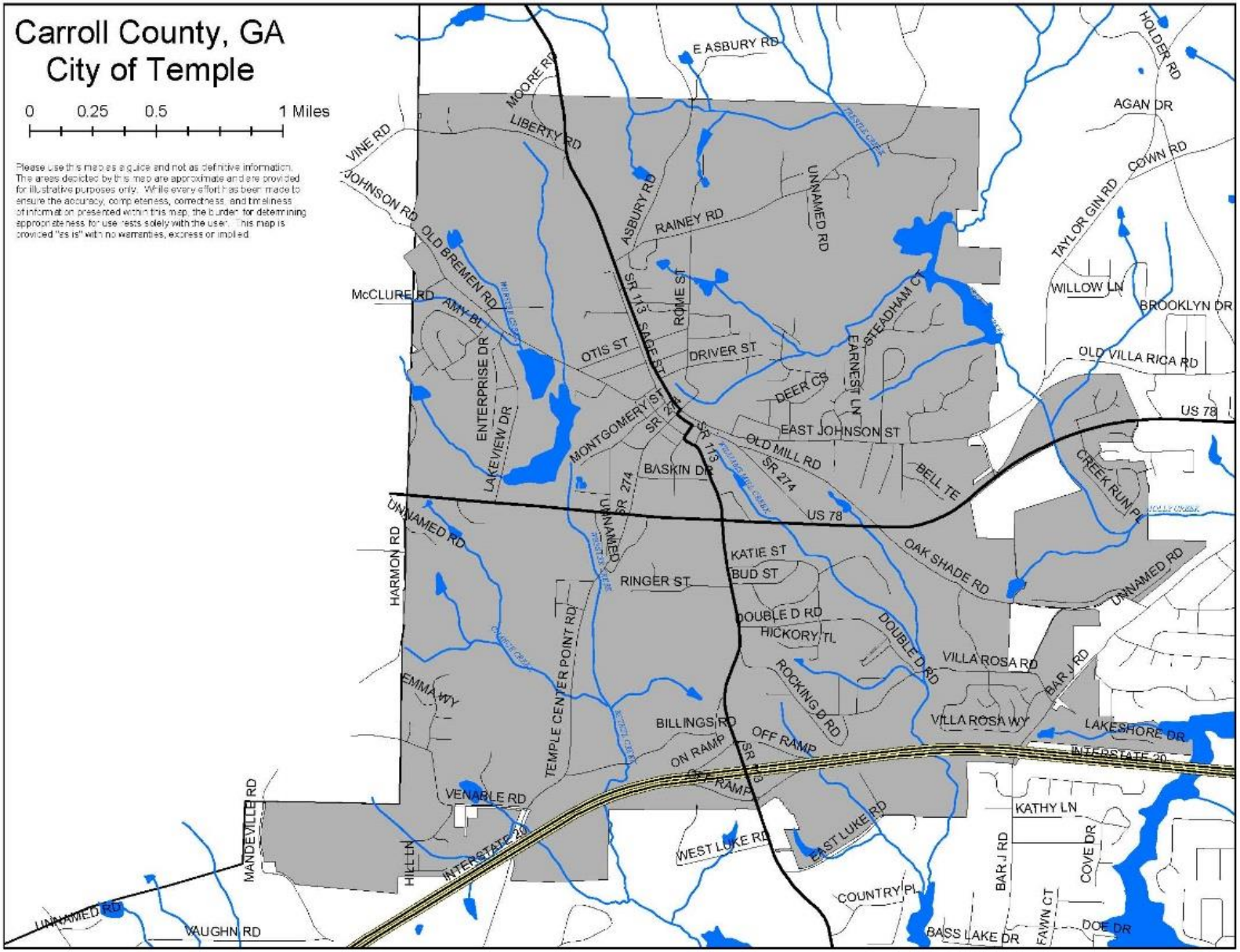
The Parks and Recreation Department employs three full time workers and eight part time seasonal workers. Depending on the season, the Recreation Department can have 350 kids participating in various sports-related activities. Programs that are offered include basketball, football, baseball, softball, soccer, volleyball, track and field, cheerleading and Zumba classes. Responsibilities include game management, fields and building maintenance, scheduling and community service work.

10. Land Use and Development

Temple has several lakes and streams within its boundaries, which make it vulnerable to flooding. The diligence of the Public Works Department in requiring annual yard maintenance will aid in the city's efforts to reduce flash flooding.

Temple's Industrial Park and the city's location on the Interstate and rail line increase the potential for a hazardous materials spill. Mitigation of rail line crossings would greatly help to reduce those risk, as trucks and buses are routinely stuck on the tracks.

The city's suburban densities make it vulnerable to tornadoes, tropical cyclones, winter weather and pandemics. Utilizing best management practices will help make the city more resilient.



Map 2.11: City of Temple

H. City of Villa Rica

1. General

Villa Rica is known as the City of Gold, where arts and culture are at the heart and soul of the community. Located just 35 miles west of downtown Atlanta, Villa Rica is conveniently located just off Interstate 20. Jobs, a relatively low cost of living, and access to healthcare and excellent schools are responsible for the city's 5.1 percent population growth since the 2010 census. The city is currently experiencing an uptick in growth with an average of 24 persons moving to Villa Rica each month thanks to new industry and the expansion of existing businesses throughout the community.

Villa Rica is a city on the move where residents take much civic pride in the community. The city recently broke ground on a new $4.8M public library that is being constructed on the Tanner Medical Center Campus along Dallas Highway as a joint project with the West Georgia Regional Library System. The 16,370 sq. ft. building is expected to be open to the public in June 2016. Villa Rica also recently purchased 13.44 acres of land abutting the Villa Rica Civic Center & Sports Complex (V-Plex) for new ball fields as well as 75.48 acres of land off Georgia Highway 101 – Rockmart Road for future economic development.

A key strategy in economic development has been the expansion of existing businesses and industry in Villa Rica. Tanner Health System recently announced some $40M in new construction and renovations on the Villa Rica campus, including a three-story, 25,000 sq. ft. building to house new services and provides room for expansion of current offerings.

Sugar Foods also penned a deal for the 60-year-old food products company to invest more than $30M into an addition at its Industrial Park location. The proposed expansion is expected to result in 100 new jobs. And the Southwire Company – the nation's largest maker of wire and cable – is also expanding its operations in Villa Rica with plans to increase employment in the area by 60 jobs. A few other economic development deals are in the works and are expected to be announced soon.

2. Government

The City of Villa Rica is governed by a Mayor and 5 council members. The Mayor is elected at large, and five city council members represent wards. General fund appropriations for the City for 2020 are over $14 million and the major appropriations were divided as detailed below:

Table 2.6: Villa Rica General Fund Appropriations for 2020	
General Fund	**$14,069,930**
Police Department	5,240,131
Streets	866,603
Community Development	686,162
Parks and Recreation	2,197,472
Library	500,120
Subtotal	$9,490,488

3. Public Safety

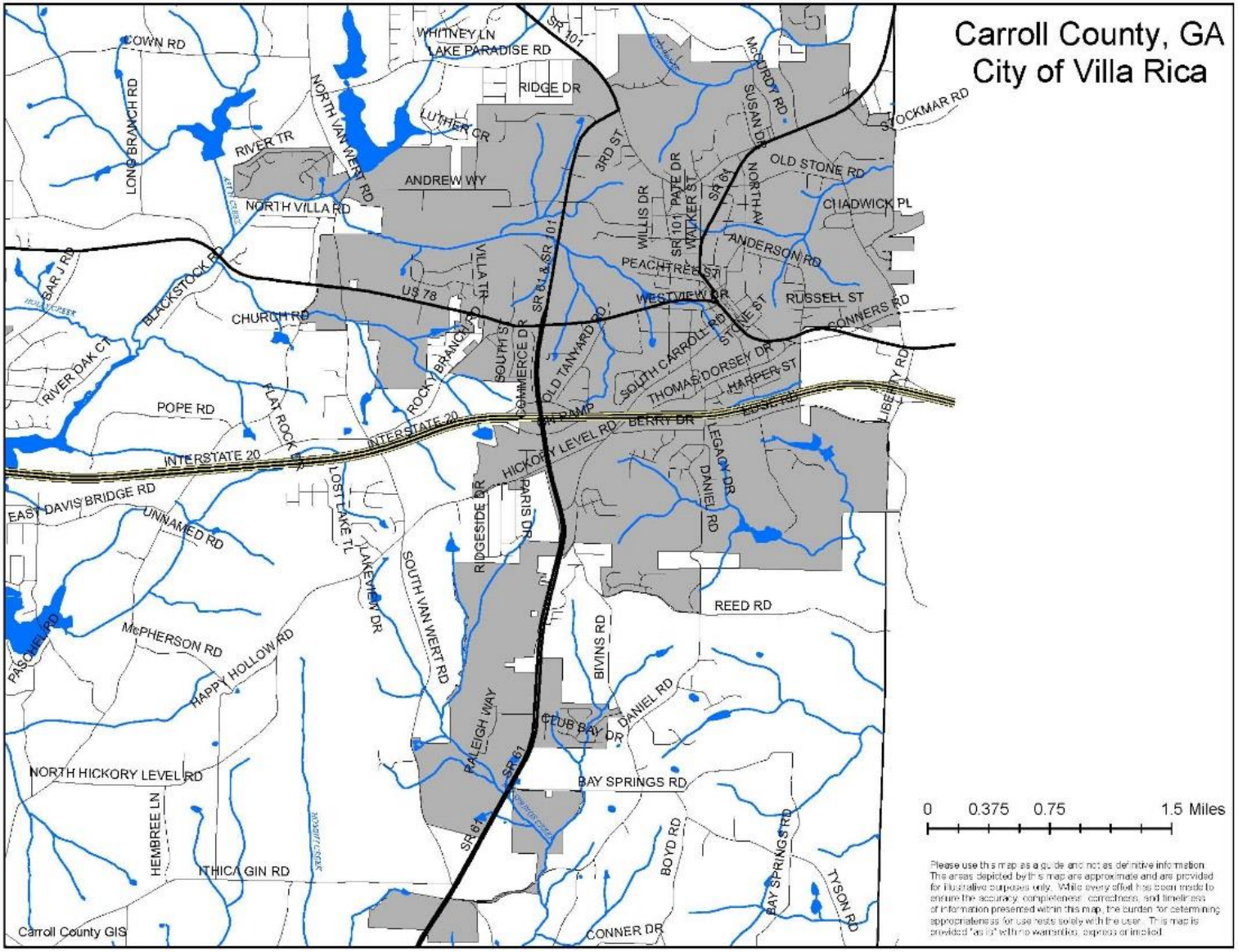
Villa Rica has a police department. Fire and ambulance services are provided by Carroll and Douglas counties.

4. Land Use and Development

Villa Rica has several lakes and streams, which make it vulnerable to flooding. A portion of the city's urbanized area has been designated as MS4, requiring the development and implementation of a storm water management program (SWMP) to reduce the contamination of storm water runoff and prohibit illicit discharges. The MS4 Outfalls Map (2.3) can be found in II.A.10.

Villa Rica's Industrial Parks and its location on the highway and rail line increase its vulnerability for a hazardous materials spill. Mitigation of rail line crossings would greatly help to reduce those risk, as trucks and buses are routinely stuck on the tracks.

The city's urban and suburban densities make it vulnerable to tornadoes, tropical cyclones, winter weather and pandemics. Utilizing best management practices will help make the city more resilient.



Map 2.12: City of Villa Rica

I. City of Whitesburg

1. General

The City of Whitesburg is made up of 2.8 square miles and had a population of 589 as of 2013. With a charming small-town atmosphere, Whitesburg is located between the intersections of Highway 5 and Highway 16 (27 alternate). Its elementary school is in the Central School District cluster.

2. Government

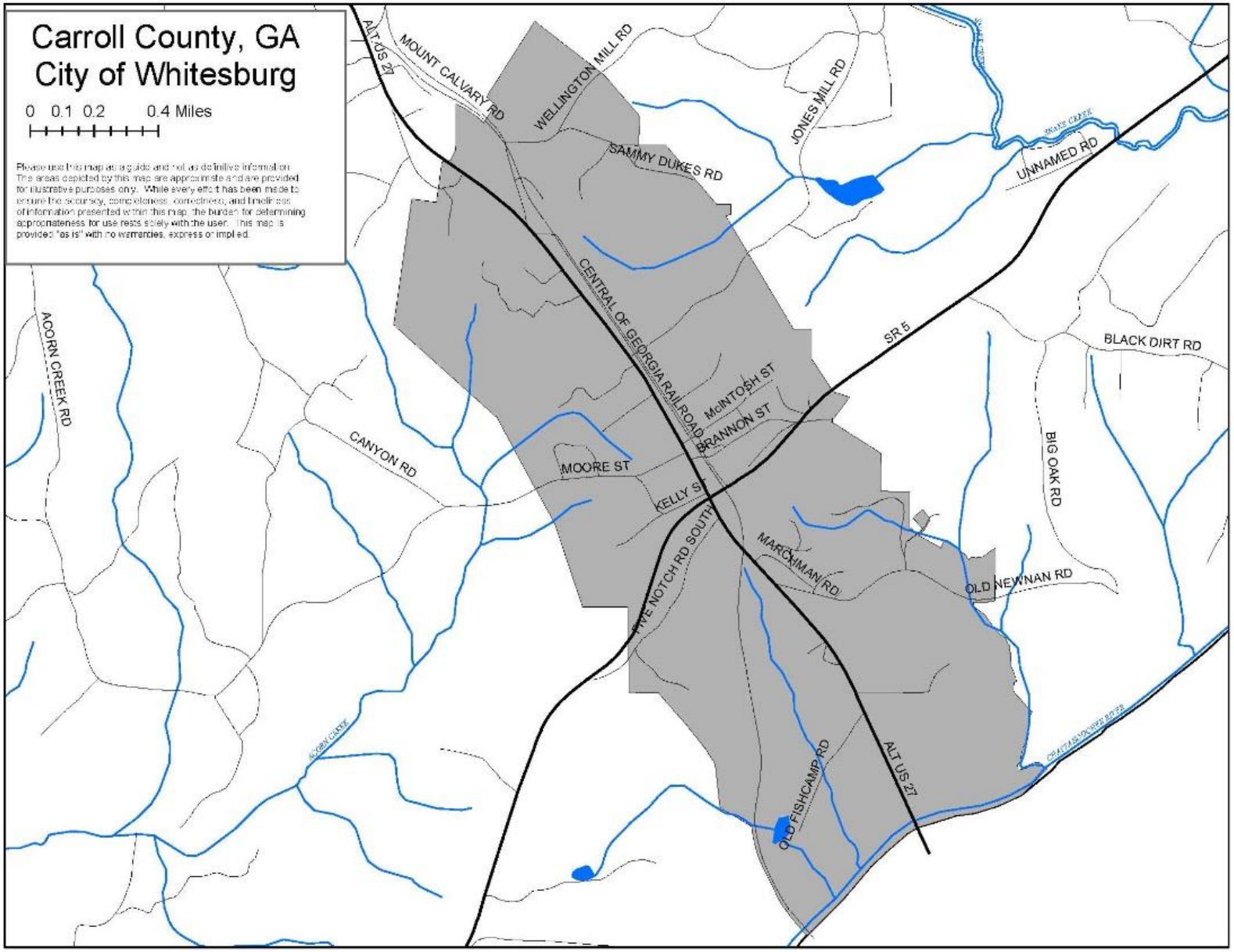
The City of Whitesburg is governed by a Mayor and 4 council members.

3. Public Safety

Whitesburg has a police department, while receiving fire and ambulance service from Carroll County.

4. Land Use and Development

Whitesburg is small in terms of acreage and in population. With Highway 16 (Alternate 27) and Highway 5 intersecting the town, there is considerable traffic, making it vulnerable to a hazardous materials spill. The Chattahoochee River borders the south side of town, putting it at high risk for flooding.



Map 2.13: City of Whitesburg

J. Multi-Jurisdictional Planning and the Incorporation of Existing Planning Mechanisms

In future updates, all of the municipalities in Carroll County will work with the Carroll County Emergency Management Agency and the Department of Community Development to better cross-reference and enhance the plans and programs that are already in place. The Hazard Mitigation Plan Steering Committee will also use information from the plans, codes and programs listed below in Table 2.4, when drafting the future mitigation strategies.

Carroll County's Hazard Mitigation Plan and Comprehensive Plans are completed in-house by county staff, allowing for better local coordination of planning efforts. Carrollton and Villa Rica have full time planning staff as well. Many of the other cities utilize the Three Rivers Regional Commission for their land use planning. Through participation in comprehensive and mitigation planning processes, all jurisdictions are encouraged to consider the integration of mitigation strategies into both plans, as well as into their capital improvement plans, economic development plans, local emergency operations plans (LEOP), continuity of operations plans, transportation plans, and storm water management plans if applicable. Another useful tool for the county and city governments for hazard information is the State of Georgia's Hazard Mitigation Plan.

The 2008 Carroll County Comprehensive Plan took into consideration FEMA flood zones and environmental character areas in developing its future land use. Mitigation planning will be further noted in subsequent updates.

The county has traditionally relied on the Carroll County Chamber of Commerce in guiding its economic development, and capital improvements have been funded through a Special Purpose Local Option Sales Tax (SPLOST). The LEOP is updated annually by the Carroll County Emergency Management Agency. Carroll County's Community Wildfire Protection Plan is currently being drafted.

In 2015, a portion of northern Carroll County fell under the MS4 guidelines, requiring storm water reporting. The area is reflected in Map 2.12.

A summary of the review and incorporation of existing plans, studies, reports and technical information can be found in Table 2.4.

Table 2.7: Review of Existing Plans, Reports and Technical Information	
Planning Document	**Considered in Developing Mitigation Plan**
Comprehensive Plan	Yes, Environmental, Population, Transportation and Land Use Elements
Economic Development Plan	Yes, Economic Reports (Appendix E)
Local Emergency Operations Plan	Yes
Continuity of Operations Plan	N/A – county is drafting a COOP
Transportation Plan	Yes, transportation routes (Appendix E)
Storm Water Management Plan	Yes, MS4 area (Map 2.6)
Community Wildfire Protection Plan	Currently being drafted by Georgia Forestry. Southern Wildfire Risk Assessment reviewed and included in Appendix.
State of Georgia Hazard Mitigation Plan	Yes, hazard information

Table 2.8: Existing Programs, Policies, or Technical Documents

	Bowdon	*Bremen*	*Carrollton*	*Mount Zion*	*Roopville*	*Temple*	*Villa Rica*	*Whitesburg*	*Carroll County*
Comprehensive Plans	✓	✓	✓	✓	✓	✓	✓	✓	✓
Watershed Management Plans							✓		✓
Regional Development Plans	✓	✓	✓	✓	✓	✓	✓	✓	✓
Downtown Redevelopment	✓	✓	✓				✓		
Airport Plans									✓
Long-range Recreation Plans			✓						
Open Space Plans			✓						✓
Building Codes	✓	✓	✓	✓	✓	✓	✓	✓	✓
Land Development Codes	✓	✓	✓	✓	✓	✓	✓	✓	✓
Zoning Ordinance	✓	✓	✓			✓	✓	✓	✓
Historic Preservation Ordinance	✓	✓	✓		✓		✓		✓
Development/ Subdivision Guidelines	✓	✓	✓	✓	✓	✓	✓	✓	✓
Service Delivery Act	✓	✓	✓	✓	✓	✓	✓	✓	✓

Chapter III. Hazard Vulnerability Assessment

Update for 2020: Updated list of disasters, data and descriptions. Added details of the Christmas Eve Floods from 2015. Added details for Hurricane Irma. Hazard Risk Analyses developed by Carl Vinson Institute provided by GEMA and incorporated into the assessment.

Update for 2016: Further explanation and updated numbers for the following sections: Hazard Identification Flooding, Assets Exposed to Flooding Hazard, Repetitive Loss Properties, Hazard Profile Flooding, Land Use Flooding (updated Building Code, detailed TPL project on Little Tallapoosa River and new monitoring flood levels at Chattahoochee River in Whitesburg), Hazard Identification Tornado, Enhanced Fujita Scale (replacing Fujita Scale), Hazard Profile Tornado, Land Use and Development Tornado (updated Building Code), Hazard Identification Severe Thunderstorms (added Hail), Hazard Profile Severe Thunderstorms, Land Use Severe Thunderstorms (updated Building Code, added Preparedness section), Hazard Identification and Profile Winter Storms (added Extreme Cold / Wind Chill), Hazard Identification and Profile Drought and Wildfires (added latest data from Georgia Forestry), Land Use Drought (added discussion of green building and best management practices), Earthquakes Profile and Identification, (added Richter scale/map and updated latest numbers for Georgia), Hazard Profile and Identification Pandemic/Epidemic (added livestock, POD information), Hazard Profile and Identification Hazardous Materials (added information about Nuclear spills, removed statement on Methamphetamines as production has shifted to outside Carroll County), and Tropical Cyclones were added as a Hazard.

A. Comparison of State and County Hazards

The Natural and Man-Made Hazards documented in III. follow the hazards listed in the State of Georgia's Hazard Mitigation Plan, except where documented in the following table:

Hazards Identified in 2008 Georgia State Plan	Equivalent Hazards Identified in the 2020 Carroll County Plan	Difference
Inland Flooding	Flooding	Difference in terminology.
Tornadoes	Tornado	
Drought	Drought	
Severe Winter Storms	Winter Storms	
Wind	Severe Thunderstorms	The county views wind as an associated hazard.
Wildfire	Wildfire	
Tropical Cyclonic Events	Tropical Cyclones	Difference in terminology.
Severe Weather	Severe Thunderstorms	Difference in terminology.
Hailstorm	Severe Thunderstorms	The county views hail as an associated hazard.
Lightning	Severe Thunderstorms	The county views lightning as an associated hazard.
Dam Failure	Dam Failure	
Heat		County does not view as a threat.
Earthquake	Earthquake	
Coastal Flooding		Due to county's inland location, not viewed as a threat.
Sinkhole		County does not view as a threat.
Landslide		County does not view as a threat.

B. Federal and Local Declared Disasters

Carroll County has been federally declared for many types of disasters over the years, including hurricanes, tornadoes, flooding, and winter storms. Locally, it has been declared for droughts.

Here is a list of the declarations:

Georgia Hurricane Irma (DR-4338)
Incident period: September 7, 2017 to September 20, 2017
Major Disaster Declaration declared on September 15, 2017

Georgia Severe Storms and Flooding (DR-4259)
Incident period: December 22, 2015 to January 13, 2016
Major Disaster Declaration declared on February 26, 2016

Georgia Severe Winter Storm (DR-4165)
Incident period: February 10, 2014 to February 15, 2014
Major Disaster Declaration declared on March 06, 2014

Carroll County, Georgia Drought
Incident period: April, 2013
Local Declared State of Emergency

Georgia Severe Storms and Flooding (DR-1858)
Incident period: September 18, 2009 to October 08, 2009
Major Disaster Declaration declared on September 24, 2009

Georgia Severe Storms and Flooding (DR-1761)
Incident period: May 11, 2008 to May 12, 2008
Major Disaster Declaration declared on May 23, 2008

Georgia Hurricane Ivan (DR-1554)
Incident period: September 14, 2004 to October 30, 2004
Major Disaster Declaration declared on September 18, 2004

Carroll County, Georgia Drought
Incident period: August, 2000
Local Declared State of Emergency (funding received from State of Georgia)

Georgia Tornadoes (DR-1315)
Incident period: February 14, 2000
Major Disaster Declaration declared on February 15, 2000

Georgia Winter Storm (DR-1311)
Incident period: January 22, 2000 to February 01, 2000
Major Disaster Declaration declared on January 28, 2000

Georgia Hurricane Floyd (EM-3144)
Incident period: September 14, 1999 to September 17, 1999
Emergency Declaration declared on September 14, 1999

Georgia Severe Storms and Tornadoes (DR-1271)
Incident period: April 15, 1999
Major Disaster Declaration declared on April 20, 1999

Georgia Severe Storms, Tornadoes and Flooding (DR-1209)
Incident period: February 14, 1998 to May 11, 1998
Major Disaster Declaration declared on March 11, 1998

Georgia Hurricane Opal (DR-1071)
Incident period: October 04, 1995 to October 05, 1995
Major Disaster Declaration declared on October 10, 1995

Georgia Heavy Rains, Tornadoes, Flooding, High Winds (DR-1042)
Incident period: October 01, 1994 to November 16, 1994
Major Disaster Declaration declared on October 19, 1994

Georgia Tornadoes, Flooding, Heavy Rain, Tropical Storm Alberto (DR-1033)
Incident period: July 03, 1994 to July 25, 1994
Major Disaster Declaration declared on July 07, 1994

Georgia Severe Storm, Tornadoes, Flooding (DR-1020)
Incident period: March 27, 1994 to April 10, 1994
Major Disaster Declaration declared on March 31, 1994

Georgia Severe Snowfall, Winter Storm (EM-3097)
Incident period: March 13, 1993 to March 17, 1993
Emergency Declaration declared on March 15, 1993

Georgia Tornadoes, High Winds, Heavy Rain (DR-980)
Incident period: February 21, 1993 to February 22, 1993
Major Disaster Declaration declared on March 04, 1993

Georgia Heavy Rain, High Winds, Tornadoes (DR-969)
Incident period: November 22, 1992 to December 07, 1992
Major Disaster Declaration declared on December 01, 1992

Georgia Flooding, Severe Storm (DR-897)
Incident period: March 01, 1991 to March 21, 1991
Major Disaster Declaration declared on March 15, 1991

Georgia Flooding, Severe Storm (DR-880)
Incident period: October 11, 1990 to October 29, 1990
Major Disaster Declaration declared on October 19, 1990

Georgia Flooding, Severe Storm, Tornado (DR-857)
Incident period: February 10, 1990 to February 24, 1990
Major Disaster Declaration declared on February 23, 1990

C. Natural Hazard, Risk and Vulnerability (HRV) Summary

The Natural Hazard, Risk, and Vulnerability (HRV) Summary was put together using the "How To" Guide from FEMA, "Understanding Your Risks: Identifying Hazards and Estimating Losses (FEMA 386-2). This process was described in more detail in a Chapter I. E. The committee assessed hazards based on Impacts and Vulnerability. With impact, it is the effect of the hazard on the community and its assets, whereas vulnerability looks at how exposed or susceptible the asset is to damage.

The Hazard Mitigation Plan Steering Committee collected data related to all-natural hazards which have historically affected the county. The types of events determined to have a significant impact included floods, tornadoes, thunderstorm winds and lightning, tropical cyclones, winter storms, drought and wildfires, earthquakes, and pandemics and epidemics. Floods are generally more localized in their impacts, whereas the rest of the hazards threaten the entire community. Since the last adopted plan in 2010, the county has added tropical cyclones as a hazard group. The hazards are broken down by frequency and extent in the table below and further describe the potential impact on each jurisdiction, based on FEMA 386-8. Extent of damage, its vulnerability, is calculated by multiplying the total value of the assets by the percentage of property loss.

Valuations were provided by the Carroll County Tax Assessors Office and the Carroll County Emergency Management Agency. For the categories Agricultural, Commercial, Industrial and Residential, the loss values are taken from the assessed values for that district. These values do not include personal property. Critical Facilities loss values were taken from the GMIS table used in the 2010 plan that was updated by the county staff, reflecting increased values as well as a number of capital investments in buildings and equipment.

Table 3.1: Overall Likelihood and Extent of Hazards for the County	
Dam Failure	
Frequency	Low
Severity	Moderate
Probability	Low
Drought	
Frequency	Medium
Severity	Moderate
Probability	Medium
Earthquake	
Frequency	Very Low
Severity	Low
Probability	Very Low
Flooding	
Frequency	High
Severity	Extensive
Probability	High
Hazardous Materials Incident	
Frequency	Medium
Severity	Moderate
Probability	Medium
Pandemic and Epidemic	
Frequency	Medium
Severity	High
Probability	Medium
Severe Thunderstorm (includes Hail, Wind and Lightning)	
Frequency	High
Severity	Extensive
Probability	High
Tornado	
Frequency	Medium
Severity	High
Probability	Medium
Tropical Cyclone	
Frequency	Low
Severity	Extensive
Probability	Low
Wildfire	
Frequency	Medium
Severity	Moderate
Probability	Low
Winter Storms	
Frequency	High
Severity	Extensive
Probability	High

Table 3.2: Overall Likelihood and Extent of Hazards for Municipalities

Hazard		*Bowdon*	*Bremen*	*Carrollton*	*Mount Zion*	*Roopville*	*Temple*	*Villa Rica*	*Whitesburg*
Dam Failure	Frequency	Low	Low	Medium	Low	Low	Medium	Medium	Low
	Severity	Moderate	Moderate	High	Moderate	Moderate	High	High	Moderate
	Probability	Low	Low	Medium	Low	Low	Medium	Medium	Low
Drought	Frequency	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
	Severity	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
	Probability	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
Earthquake	Frequency	Very Low	Very Low	Very Low	Very Low	Very Low	Very Low	Very Low	Very Low
	Severity	Low	Low	Low	Low	Low	Low	Low	Low
	Probability	Very Low	Very Low	Very Low	Very Low	Very Low	Very Low	Very Low	Very Low
Flooding	Frequency	Medium	Medium	High	Medium	Low	High	High	Low
	Severity	Moderate	Moderate	Extensive	Moderate	Low	Extensive	Extensive	Moderate
	Probability	Medium	Medium	High	Medium	Low	High	High	Low
Hazmat Release	Frequency	Medium	Medium	Medium	Low	Low	Medium	Medium	Low
	Severity	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
	Probability	Medium	Medium	Medium	Low	Low	Medium	Medium	Low

Hazard		*Bowdon*	*Bremen*	*Carrollton*	*Mount Zion*	*Roopville*	*Temple*	*Villa Rica*	*Whitesburg*
Pandemics/ Epidemics	Frequency	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
	Severity	High	High	High	High	High	High	High	High
	Probability	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
Severe Thunder-storms (Hail, Wind, and Lightning)	Frequency	High	High	High	High	High	High	High	High
	Severity	Extensive	Extensive	Extensive	Extensive	Extensive	Extensive	Extensive	Extensive
	Probability	High	High	High	High	High	High	High	High
Tornado	Frequency	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
	Severity	High	High	High	High	High	High	High	High
	Probability	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
Tropical Cyclone	Frequency	Low	Low	Low	Low	Low	Low	Low	Low
	Severity	Extensive	Extensive	Extensive	Extensive	Extensive	Extensive	Extensive	Extensive
	Probability	Low	Low	Low	Low	Low	Low	Low	Low
Wildfire	Frequency	Medium	Medium	Medium	Medium	Medium	Medium	Medium	Medium
	Severity	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
	Probability	Low	Low	Low	Low	Low	Low	Low	Low

Hazard		*Bowdon*	*Bremen*	*Carrollton*	*Mount Zion*	*Roopville*	*Temple*	*Villa Rica*	*Whitesburg*
Winter Storms	Frequency	High	High	High	High	High	High	High	High
	Severity	High	High	High	High	High	High	High	High
	Probability	High	High	High	High	High	High	High	High

Key for Table 3.1 and 3.2 – Vulnerability Assessment Frequency and Probability Definitions

VL	=	Very low risk/occurrence
L	=	Low risk; little damage potential (for example, minor damage to less than 5% of the jurisdiction)
M	=	Medium risk; moderate damage potential (for example, causing partial damage to 5-15% of the jurisdiction, infrequent occurrence)
H	=	High risk; significant risk/major damage potential (for example, destructive, damage to more than 15% of the jurisdiction, regular occurrence)
EX	=	Extensive risk/probability/impact

Key for Table 3.1 and 3.2 – Vulnerability Assessment Severity Definitions

Hazards	**Low**	**Mod**	**High**	**Ext.**
Tropical Cyclonic Events	*(See Wind & Inland Flooding)*			
Wind – Wind Speed	38 MPH	39–50 MPH	50-73 MPH	73–91 MPH
Severe Weather	*(See Wind & Inland Flooding)*			
Tornado - Magnitude	< F3	F3	F4	F5
Inland Flooding - Water depth	3” or less	3 – 8”	8-12”	12”+
Severe Winter Storms – Ice/ Sleet	½” or less	½ – 4”	4-7”	7”+
Severe Winter Storms - Snow	1” or less	1-6”	6-12”	12”+
Drought – Duration	1 year	1 – 2 years	2-5 years	5+ years
Wildfire - # of Acres	<50	50-110	110-200	200+
Earthquake - Magnitude	1-2	3	4	5+
Pandemics	Cluster: Few cases	Outbreak: More cases linked Epi (person, place, time)	Multiple Outbreaks (small scale)	Epidemic (large scale)
Hazardous Materials Incidents Fixed Transportation	 0-2 0-1	 3-5 2-3	 6-8 4-5	 9-10+ 6+

1. Flooding

a. Hazard Identification

One of the most costly of natural disasters, flooding occurs from the overflow of rivers and streams due to severe storms or torrential rains and also as a secondary effect of a tropical storm or hurricane. Different variables impact flooding: topography, ground saturation, previous rainfall, soil types, drainage, basin size, drainage patterns of streams and vegetative cover. Georgia's red clay contributes to the problem of flooding in the Piedmont area of the state.

Flooding may occur slowly or become a flash flood, such as in the case of dam failure. The potential failure of a dam may result in people living downstream being in imminent danger from flooding. Weathering, mechanical changes and chemical agents can impact a dam, and reservoir sedimentation can significantly reduce flood control capability.

This section was updated utilizing historical data from the National Weather Service, National Climatic Data Center, Georgia Department of Natural Resources and other published reports.

b. National Flood Insurance Program

Carroll County and the jurisdictions within participate in the National Flood Insurance Program (NFIP) and will continue to participate.

NFIP identification numbers for Carroll County and its municipalities

# 130464	CARROLL COUNTY
# 130208	CARROLLTON
# 130335	BREMEN
# 130244	BOWDON
# 130286	MOUNT ZION
# 130287	ROOPVILLE
# 130288	TEMPLE
# 130289	VILLA RICA
# 130503	WHITESBURG

c. Repetitive Loss Projects

Carroll County has several potential repetitive loss areas. Evaluating and prioritizing these properties could result in elimination of qualified properties from their current locations in the flood plain. This program can reduce the flood insurance burden and add green space to the county.

Fourteen residential properties have been purchased through the Repetitive Loss Program. The City of Carrollton is the only jurisdiction to have purchased repetitive loss properties, identifying a group of homes on Valley Circle that experienced prior flooding loss that benefitted from acquisition.

Figure 3.1: Repetitive Loss Properties Acquired *(Georgia Emergency Management Agency/Federal Emergency Management Agency)*

Carroll County is developing a proactive program to evaluate and prioritize homes in the county that should be bought, demolished and retained as green space because of frequent flooding. As detailed below in Assets Exposed to Flooding, there are a considerable number of structures in the special flood hazard areas. As of December 2015, there are approximately 20 residential repetitive loss properties in the county and municipalities combined. Carroll County will continue participating in NFIP, with diligence in progressing in achieving its mitigation strategies, such as acquisition, zoning and code enforcement.

d. Hazard Profile

There are 28 significant flooding and flash flooding events on record at the National Climatic Data Center for Carroll County since 1996, resulting in over $26 million in property damage. The most significant flood occurred on September 21, 2009 and was described as a 500-year flood event. The 2009 flood received a Federal Declaration (DR-1858) and resulted in approximately $22,950,000 in damage throughout Carroll County and its municipalities and one fatality.

In terms of government assistance, the county and municipalities received the following amounts from FEMA to help repair and rebuild after the floods.

Table 3.3: Amounts Received from 2009 Floods

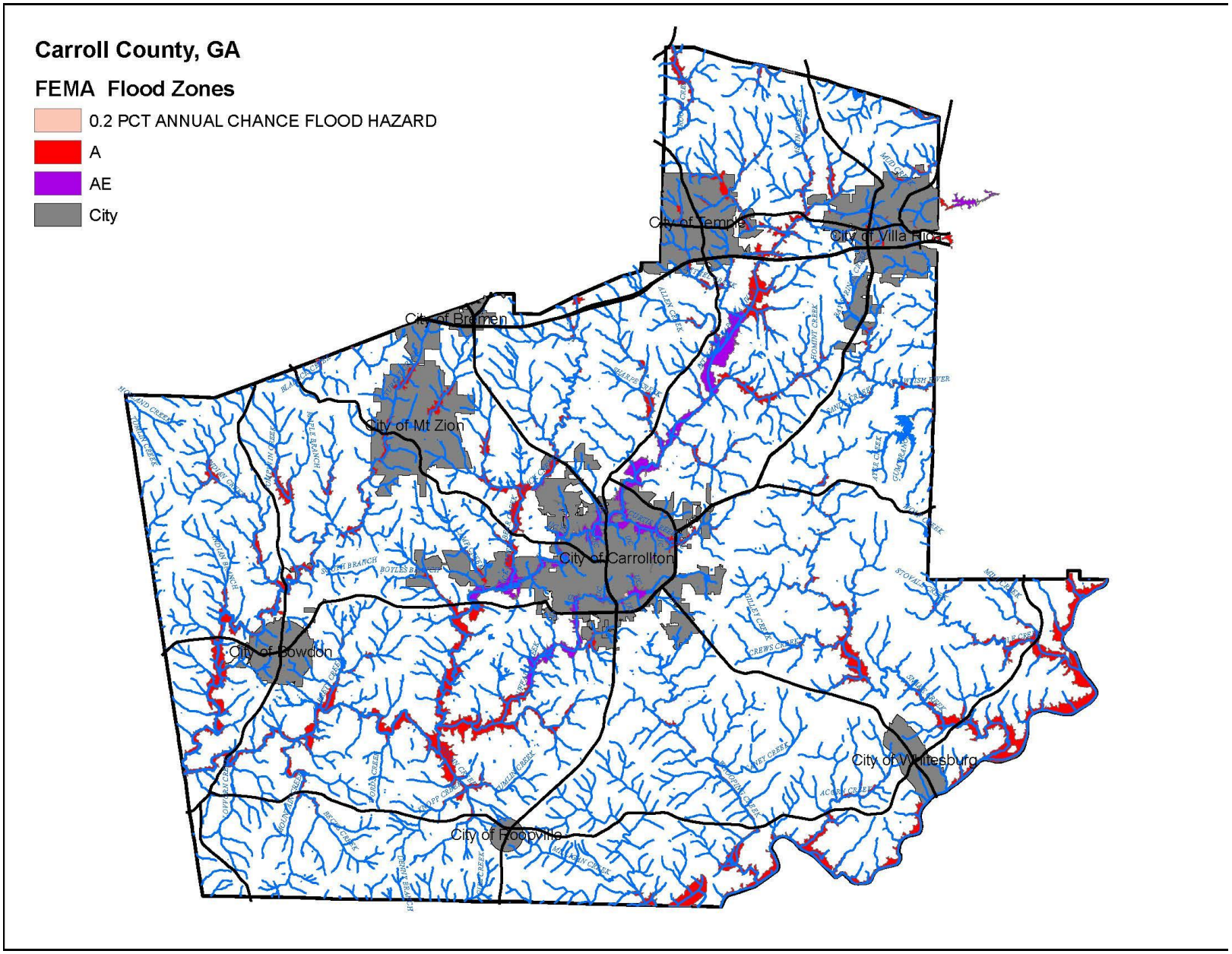
Jurisdiction	Amount
Carroll County	$3,505,134.28
Carrollton	$556,308.11
Temple	$49,415.16
Villa Rica	$158,926.50
Water Authority	$681,631.90
Board of Education	$36,134.43
	$4,987,550.38

Georgia Emergency Management Agency

In the 2009 Flood, the county's reservoir dam on Snake Creek performed as designed with only minor damage to the left spillway, which has since been repaired. Protective construction techniques of dams may assist in mitigating such a hazard.

In 2015, Carroll experienced another flooding event on Christmas Eve that shut down numerous county roads, causing significant damage to several of them. This Christmas Eve Floods received a federal declaration (DR-4259), resulting in $20 million public assistance grants being obligated to the state.

Historically, there is an 89% chance that a flood will occur in Carroll County each year. In the past four years, there have been 6 Flash Flood Warnings, 5 Areal Flood Warnings, and 9 River Flood Warnings. Localized flooding is commonplace in Carroll County. This is mainly due to flash flooding from storm runoff, causing a rise in creeks over roadways. Typically, these streams recede without the need for significant repairs.



Map 3.1: FEMA Flood Zones (Carroll County GIS)

e. Assets Exposed to Hazard

There are many assets within Carroll County which are exposed to flooding hazards. There are 100 bridges, 44 culverts, and 104 dams that were determined to be critical to Carroll County. For more information on Dams, please see III. B. 2.

Of the 503 square miles that make Carroll County approximately 41.7 square miles lie within special flood hazard areas. 4,352 parcels make up this 41.7 square miles with roughly half (2,934 parcels) having structures on the parcel. Only 880 structures within the special flood area are part of platted subdivision communities. Almost all structures in the special flood area are contained to the banks of the major streams and rivers in the County, most notably along the Little Tallapoosa River and its reservoir Lake Buckhorn. This data was obtained from overlaying the 2015 County parcel data with the 2007 FEMA FIRM data effective September 19, 2007.

Table 3.4 Areas of Concern for Localized Flooding
Wiley Wilson Road
Brickyard Road (east of bridge)
Laurel Road
Old Five Notch Road
Yates Lane
Craven- Roopville Road
Horsley Drive
Bagwell Road
J.C. Daniel Road
Holder Road (at creek)
Little Joe Road
Martin Road
Grimmett Road
Tanyard Road (at creek)
Carrollton Tyus Road (at 3 bridges)
Denny Road (at creek)
Wantland Road
Campground Road (at creek)

Davenport Mill Road (at creek near Caldwell Road)
McIntosh Reserve
Victory Church Road at Victory Dashboard
Rocky Branch Road (across from car wash)
Lake Drive (past Luther Circle)
Old Bremen Road, Carrollton
Valley Circle
Bankhead Highway (at bridge)
West View Drive
Kansas and Agnes Streets at Lake Buckhorn
Shadow Lake Drive
Molete Street
Strickland and Blandenburg Roads
Rome Street at John Wesley Plaza
Candler Street
Punkintown Road at Old Stone Road
Amberwood Lane
Rainey Road
Villa Rosa Road
Rome Street, Temple
Old Bremen Road, Temple
Holliday Overlook
Bankhead at South Dogwood
Almon Rd at Lake Carroll Blvd

Carroll County Public Works, Carroll County Emergency Management Agency

f. Estimate of Potential Losses

Complete losses of those properties located within flood zones which make up approximately 13 percent (or 66 square miles) of Carroll County would result in $980,820,028 in damages (assuming 100% loss). This includes $361,019,166 in residential losses, $270,657,203 in critical facility losses, $78,685,772 in commercial property losses, $24,333,362 in industrial losses and $246,124,526 in agricultural losses.

Table 3.5: Total Property Losses for Carroll County on a Percentage Basis for Flooding

Structure Type and Amount of Structures	Value	75%	50%	25%
Residential	$299,698,502	$224,773,877	$149,849,251	$74,924,626
Commercial	$12,147,151	$9,110,363	$6,073,576	$3,036,788
Industrial	$147,664,586	$110,748,440	$73,832,293	$36,916,147
Agricultural	$152,229,514	$114,172,136	$76,114,757	$38,057,379
Critical Facilities	$95,666,860	$71,750,145	$47,833,430	$23,916,715

Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency

g. Land Use and Development Trends

Carroll County is making significant efforts to reduce building in flood hazard districts. Carroll County has adopted the 2012 Building Code (see II. A. 9 for more details) and has a flood plain manager who checks properties who are in the FEMA Flood Plain when a permit is requested.

Additionally, Carroll County Community Development reviews Erosion Sedimentation Plans and issues Land Disturbance Permits. Inspectors monitor the sites to ensure that sedimentation does not get into streams, potentially making flood conditions worse.

On the public side, the county has benefitted from mitigation efforts of the past by upsizing its culvert pipes whenever repairs are needed. This proved fortunate during a recent flood event in December, 2015, when Public Works Director Charles Pope noted on WLBB's Community Voice Program (12/28/2015) that the "Reason we didn't have as much damage this time is because of the 84 road projects we had in the '09 storms where we upgraded all of our storm [culvert] pipes." The county would have had more damage with that flooding event had it not been for those previous mitigation efforts.

These actions and a slower paced population growth have helped steady the county's vulnerability to flooding, which remains high, as it does for Carrollton, Temple and Villa Rica.

Two projects that have benefitted the county indirectly in addressing the county's flooding hazard:

1. Trust for Public Land Pilot Study

Carroll County participated in a Trust for Public Lands Pilot Study in 2002 that looked at the effects of land use on water quality in the Upper Little Tallapoosa Watershed. As a result of that study, the county passed a Special Purpose Local Option Sales Tax that allocated $20 million for green space acquisitions and development. Two passive use parks, one on the Little Tallapoosa River and another on the Chattahoochee River were purchased as a result.

The study also recommended increased monitoring and oversight of development in the watershed to ensure that erosion control best management practices were being enforced. The county obtained funds under an Environmental Protection Division 319 Grant to hire another enforcement officer. As indicated above, sedimentation buildup can diminish a reservoir's flood control capability. Stopping sedimentation before it enters a stream is an important preventative action.

2. Monitoring River Flooding

a. Chattahoochee River

The National Weather Service in conjunction with the Southeast River Forecast Center have adjusted flood stage levels for the Chattahoochee River at Whitesburg and will issue warnings accordingly to promote public safety and welfare. The following critical threshold levels were changed as of August 6, 2014 for the Chattahoochee River at Whitesburg (WHTG1):

Bankfull/Action Stage	15 feet
Flood Stage/Minor Flood	17 feet
Moderate flood Stage	21 feet
Major Flood Stage	26 feet

This allows public safety officials a better opportunity to respond in a flooding situation. Below is an example of the monitoring station's recorded values.

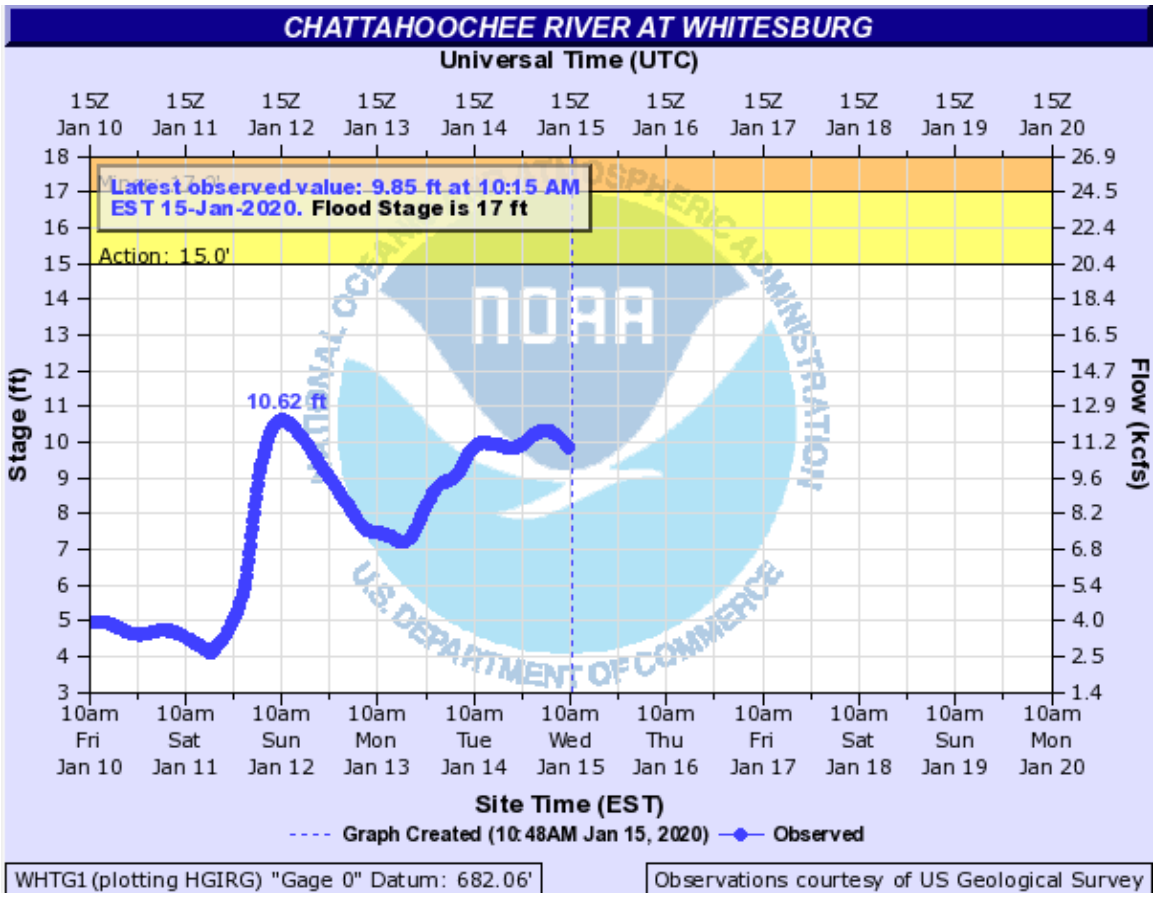


Figure 3.2: Monitoring Flood Level of Chattahoochee River at Whitesburg

Historic crests for the Chattahoochee River:

(1) 29.84 ft on 09/23/2009 (500-year flood)
(2) 29.11 ft on 12/11/1919
(3) 27.50 ft on 02/25/1961
(4) 25.90 ft on 03/18/1990
(5) 25.10 ft on 01/10/1946

Recent crests for the Chattahoochee River:

(1) 20.26 ft on 12/29/2018
(2) 17.99 ft on 04/06/2017
(3) 20.16 ft on 12/25/2015
(4) 17.85 ft on 04/08/2014
(5) 15.41 ft on 01/12/2014

b. Little Tallapoosa River (Carrollton and Bowdon)

The following threshold levels apply to Little Tallapoosa (Carrollton):

Bankfull/Action Stage	16 feet
Flood Stage/Minor Flood	18 feet
Moderate flood Stage	21 feet
Major Flood Stage	24 feet

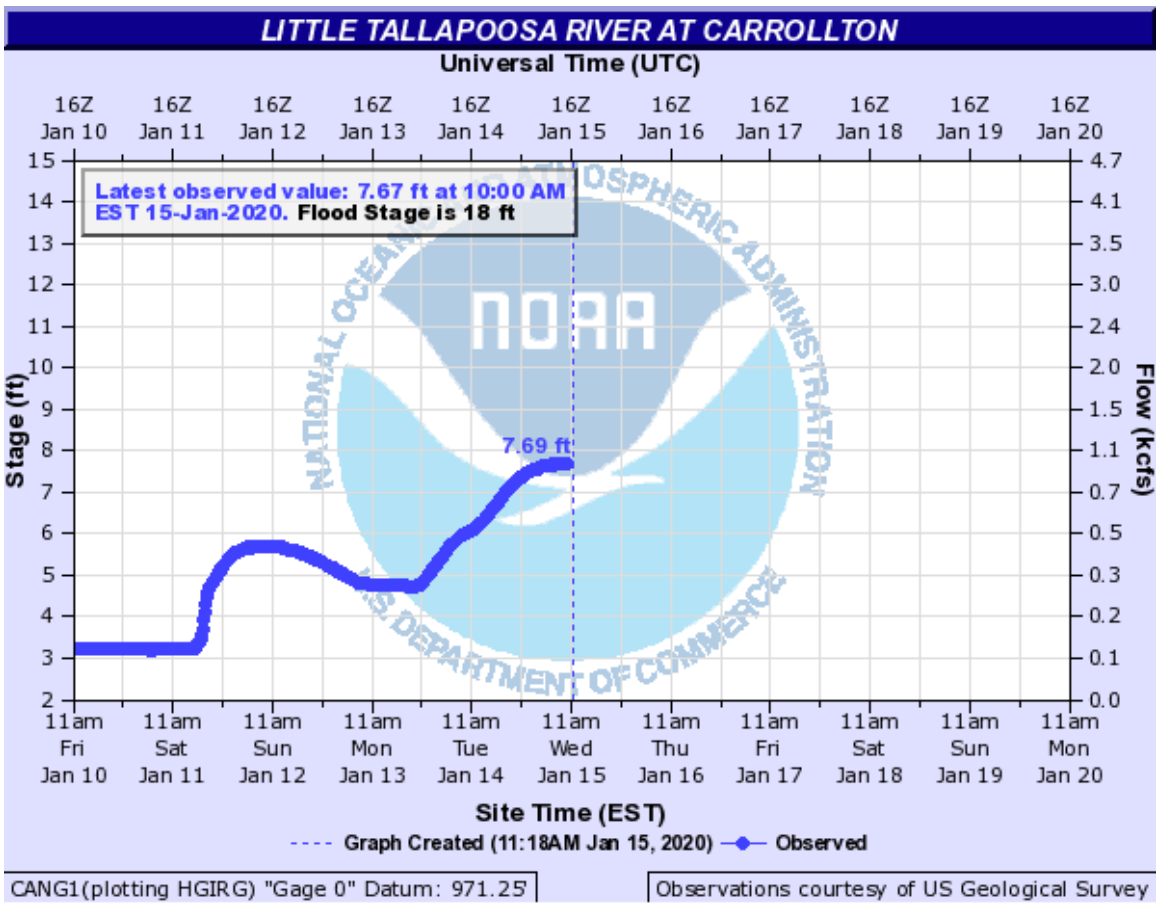


Figure 3.3: Monitoring Flood Level of Little Tallapoosa River at Carrollton

Historic crests for the Little Tallapoosa River (Carrollton)

(1) 19.30 ft on 11/29/1948
(2) 17.05 ft on 09/21/2009 (500-year flood)
(3) 15.90 ft on 01/20/1947
(4) 15.30 ft on 12/21/1951
(5) 14.70 ft on 07/14/1945

Recent crests for the Little Tallapoosa River (Carrollton)

(1) 17.05 ft on 09/21/2009
(2) 15.30 ft on 12/21/1951
(3) 19.30 ft on 11/29/1948
(4) 15.90 ft on 01/20/1947
(5) 14.70 ft on 07/14/1945

The following threshold levels apply to Little Tallapoosa (Bowdon):

Bankfull/Action Stage	15 feet
Flood Stage/Minor Flood	17 feet
Moderate flood Stage	23 feet
Major Flood Stage	28 feet

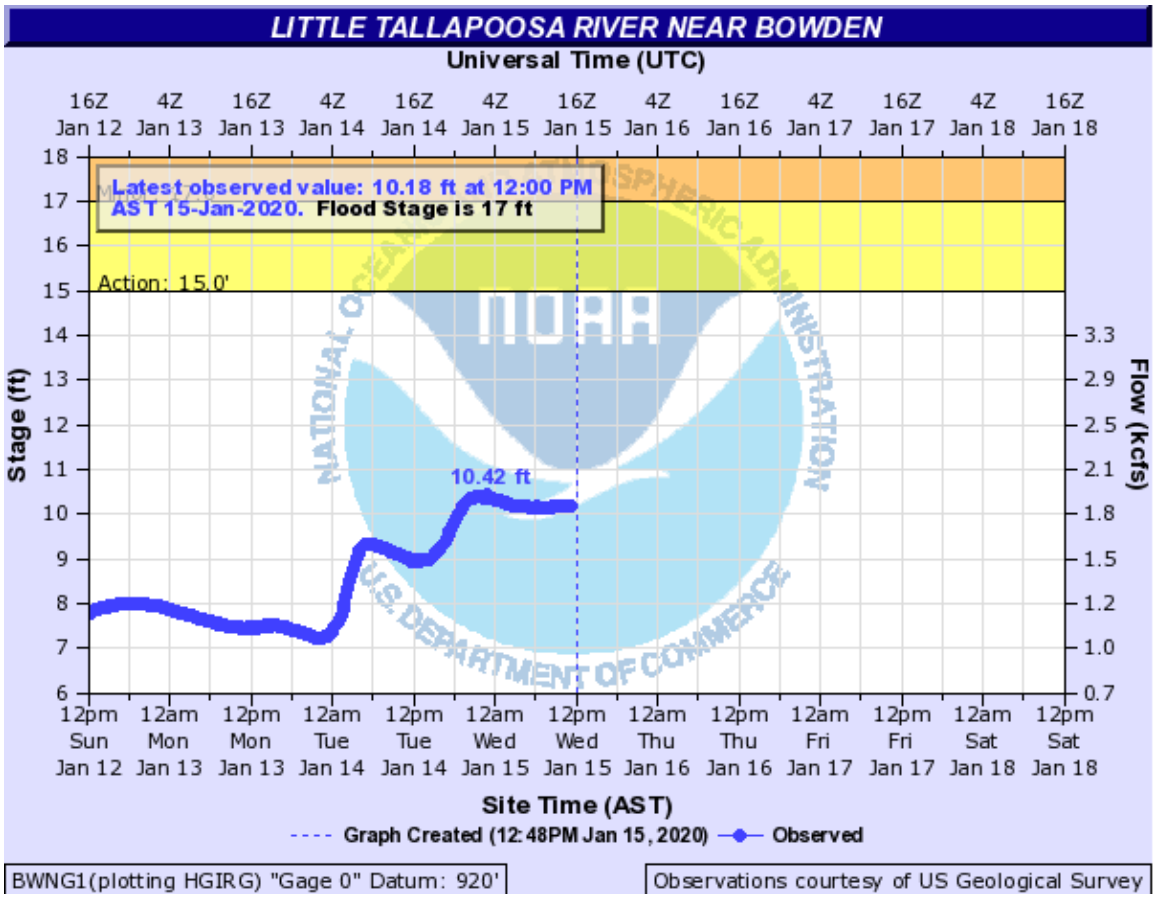


Figure 3.4: Monitoring Flood Level of Little Tallapoosa River at Bowdon

Historic crests for the Little Tallapoosa River (Bowdon)

(1) 18.48 ft on 09/22/2009
(2) 18.13 ft on 12/26/2015
(3) 17.98 ft on 12/24/2015
(4) 17.62 ft on 04/07/2014
(5) 15.00 ft on 05/03/2010

Recent crests for the Little Tallapoosa River (Bowdon)

(1) 18.13 ft on 12/26/2015
(2) 17.98 ft on 12/24/2015
(3) 17.62 ft on 04/07/2014
(4) 14.13 ft on 03/03/2012
(5) 15.00 ft on 05/03/2010

c. Snake Creek (Above and Below Lake Seaton Dam)

The following threshold levels apply to Snake Creek above Dam:

Bankfull/Action Stage	11 feet
Flood Stage/Minor Flood	13 feet
Moderate flood Stage	15 feet
Major Flood Stage	18 feet

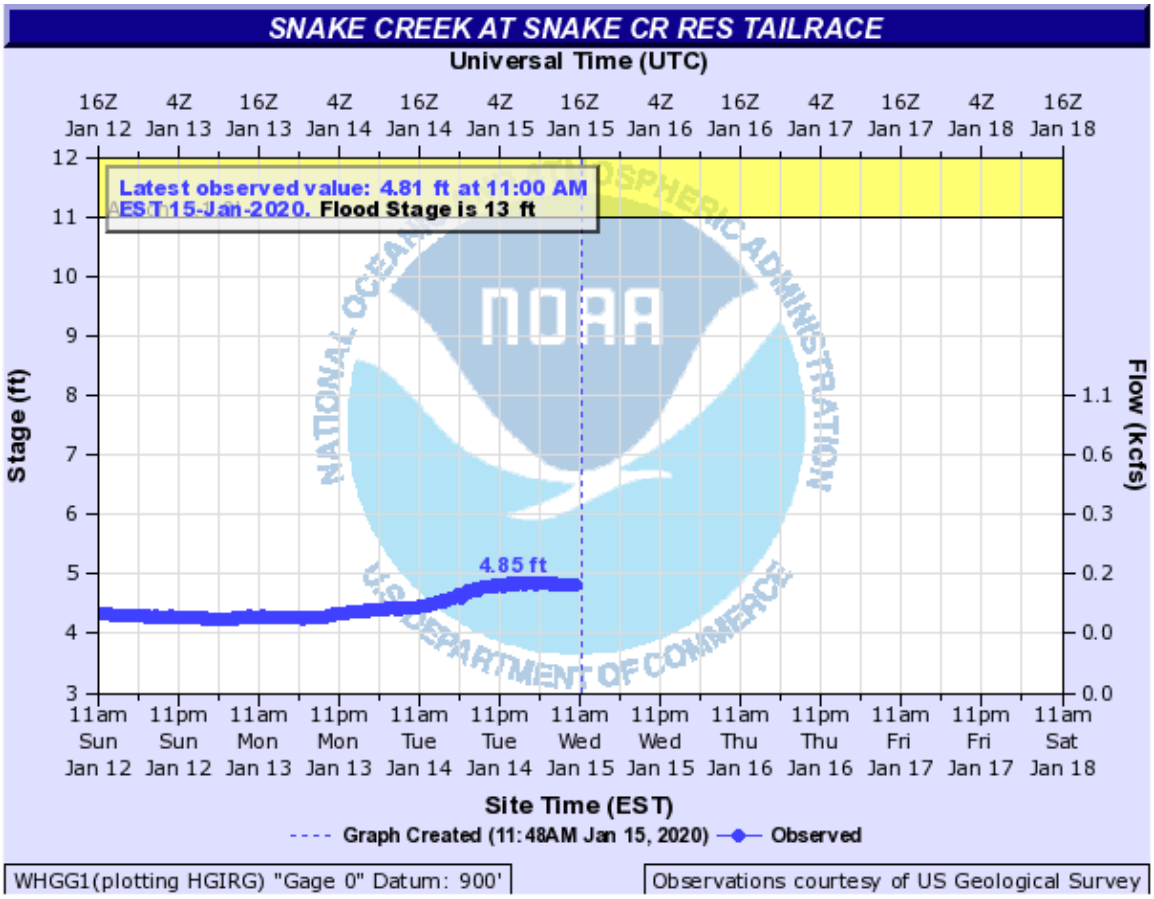


Figure 3.5: Monitoring Flood Level of Snake Creek above Dam

Historic and recent crests are not available for Snake Creek above the Dam.

The following threshold levels apply to Snake Creek Near Whitesburg:

Bankfull/Action Stage	10 feet
Flood Stage/Minor Flood	12 feet
Moderate flood Stage	14 feet
Major Flood Stage	17 feet

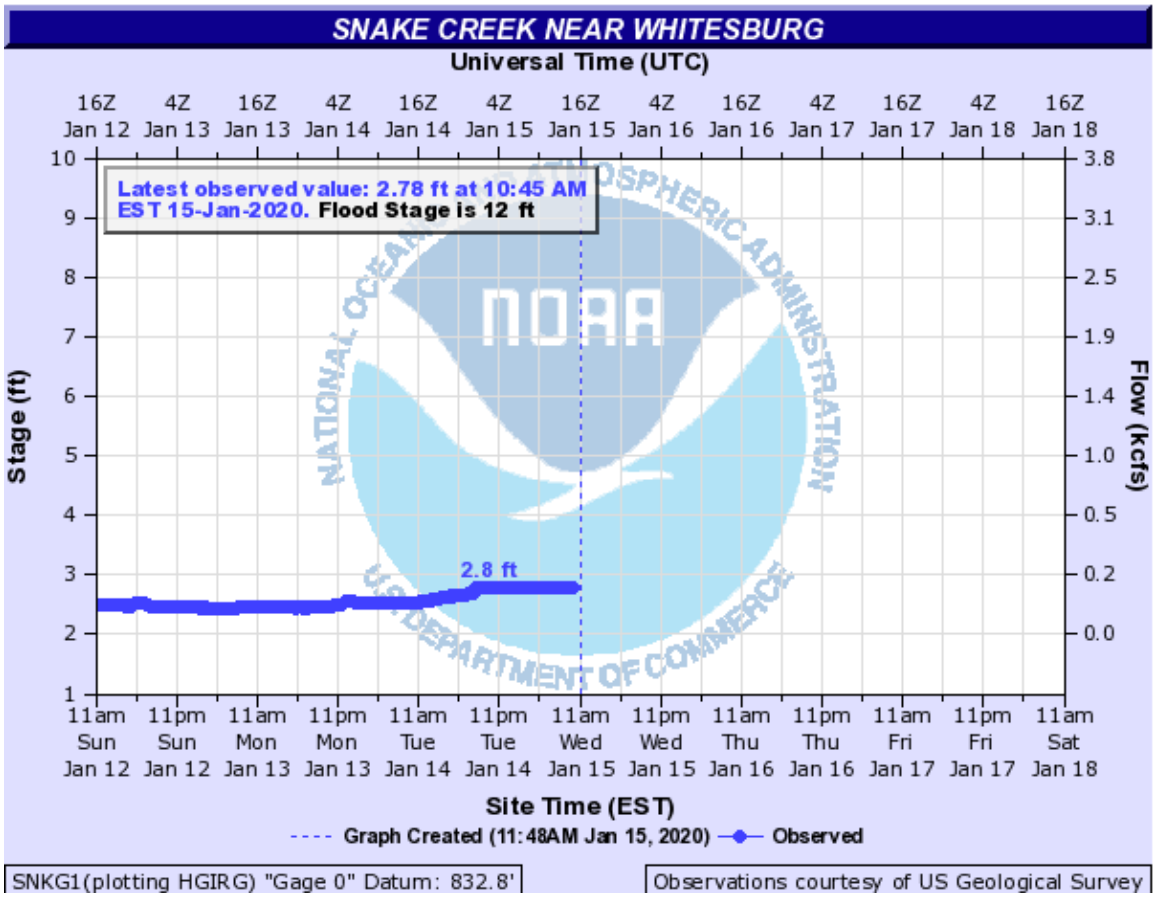


Figure 3.6: Monitoring Flood Level of Snake Creek near Whitesburg

Historic crests for the Snake Creek near Whitesburg

(1) 17.30 ft on 09/21/2009 (500-year flood)
(2) 14.40 ft on 02/25/1961
(3) 13.40 ft on 02/03/1982
(4) 13.12 ft on 12/31/1973
(5) 12.80 ft on 03/16/1956

Recent crests for the Snake Creek near Whitesburg

(1) 17.30 ft on 09/21/2009 (500-year flood)
(2) 12.65 ft on 03/08/1998
(3) 13.40 ft on 02/03/1982
(4) 13.12 ft on 12/31/1973
(5) 14.40 ft on 02/25/1961

h. Multi-Jurisdictional Concerns

All jurisdictions within Carroll County can potentially be affected by flooding. Based on current data limitations, the Hazard Mitigation Plan Steering Committee are unable to determine significant differences between the county and municipalities in terms of risk and vulnerabilities associated with flooding except for specifically designated flood plains. The flood zones have been identified on Map 3.1 on page 76, primarily depicting possible flood areas in both the Little Tallapoosa and Chattahoochee River Basins.

Please see Chapter IV for flood objectives, goals, and projects for specific flooding areas identified. As a result, any mitigation steps taken related to flooding should be undertaken on a countywide basis and include all the cities. The county and two municipalities (Carrollton and Villa Rica) have identified areas where localized flooding (due to flash floods) is a concern. Individual projects must be undertaken to further characterize these events. When relevant flood data becomes available, it will be incorporated into future projects.

i. Hazard Summary

Floods pose a significant threat to Carroll County. Although there is a low probability of a significant occurrence, there is a high probability of damage when flooding occurs. Flooding has caused extensive damage in the past. Carroll County remains vulnerable to flooding. Please find mitigation strategies related to flooding in IV. A. 1. A flood risk assessment can be found in the Hazard Risk Analyses located in Appendix D.

2. Tornadoes

a. Hazard Identification

A violent rotating wind accompanied by a funnel-shaped cloud is classified as a tornado. Severe weather conditions, such as a supercell thunderstorm or hurricane, can produce a tornado. With average speeds on the ground of 30 miles per hour, tornados can do considerable damage depending how long they remain on the ground, which varies from seconds to hours although most are in the 10-minute range. Tornados typically travel from southwest to northeast. In Carroll County, they generally travel northeast from the Alabama or Heard County line. With the combined action of strong rotating winds and the impact of wind-born debris, devastating destruction can occur. Typical severe weather patterns are depicted in the map below.

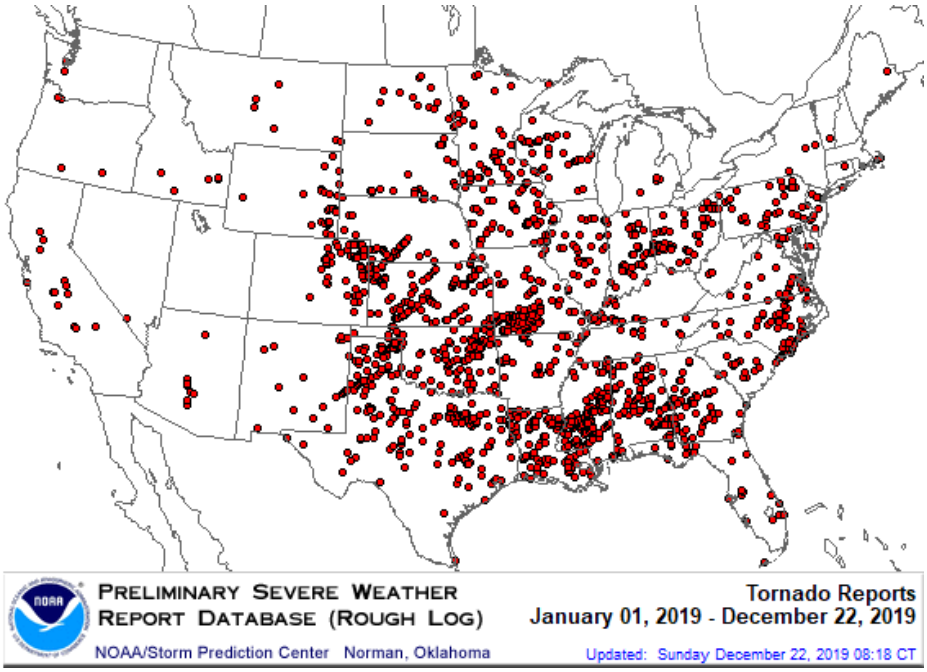


Figure 2.6: 2019 National Weather Service Severe Weather Reports (NOAA/NWS)

In measuring tornadoes, the National Weather Service relies on the Enhanced Fujita Scale, a modification of the Fujita Scale that was in previous plans. The Enhanced Fujita Scale is the standard scale for rating the severity of a tornado as measured by the damage it causes (see table below). According to insurance estimates, about 39 percent of insured catastrophic losses were the result of tornadoes. In the United States, approximately 80 percent of tornadoes are EF1 or smaller. Less than 1 percent are EF4 or greater, but by far, those tornadoes cause most of the damage. Carroll County and its municipalities have traditionally seen EF0 to EF3 tornadoes.

Table 3.6: The Enhanced Fujita Scale

Scale	Wind speed MPH	Potential damage
EF0	65–85	Minor or no damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage (i.e., those that remain in open fields) are always rated EF0.
EF1	86–110	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF2	111–135	Considerable damage. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF3	136–165	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations are badly damaged.
EF4	166–200	Extreme damage. Well-constructed and whole frame houses completely leveled; cars and other large objects thrown and small missiles generated.
EF5	>200	Total destruction of buildings. Strong framed, well built houses leveled off foundations and swept away; steel-reinforced concrete structures are critically damaged; tall buildings collapse or have severe structural deformations; some cars, trucks and train cars can be thrown approximately 1 mile.

The official tornado season begins in March and continues through August, but tornadoes occur throughout the year. In putting together this hazard profile, historical data from the National Weather Service, National Climatic Data Center, and Georgia Tornado Database was used.

b. Hazard Profile

Per the National Weather Service Storm Prediction Center, Carroll County averages two tornado days per year. In the past four years, Carroll has been issued 6 Tornado Warnings by the

National Weather Service. Twenty-three tornadoes have been recorded in the hazard history of Carroll County, with eight tornadoes in the last 19 years and 23 since 1954. These tornadoes have resulted in 10 deaths, 18 reported injuries and millions of dollars in damages.

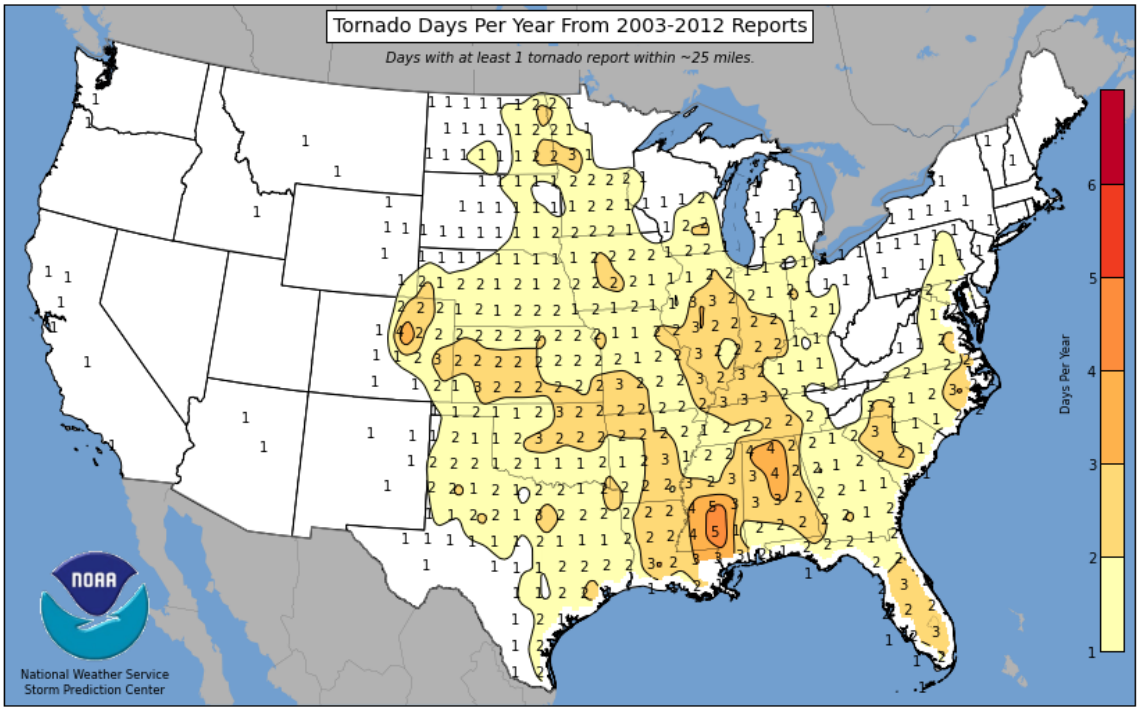


Figure 3.7: Tornado Days Per Year (NOAA)

Although they can occur at any time of the year, spring tornadoes have proven a significant hazard to Carroll County, mirroring nation-wide trends as shown in the chart below. In 2008, Carroll County experienced five tornadoes from February to May, ranging from EF1 to EF3 in strength.

In April 2017, EF1 tornadoes struck downtown Carrollton causing downed trees, powerlines and damage to homes, businesses, and a fire station.

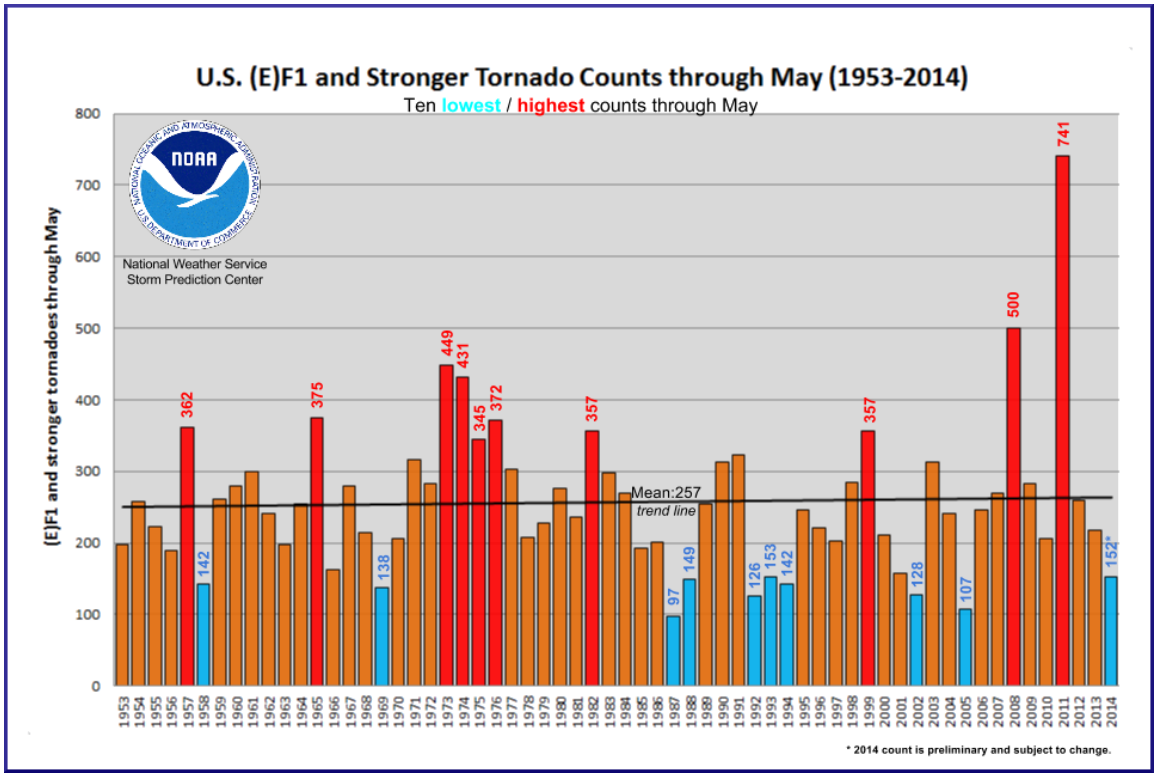


Figure 3.8: May Tornadoes (NOAA)

c. Assets Exposed to Hazard

All of Carroll County is susceptible to tornadoes as they are unpredictable in nature and do not follow any given pattern.

d. Estimate of Potential Losses

Because all facilities within the county are subject to potential losses via tornadoes, estimations were made assuming 100% losses. This data is contained in Appendix C, with a tornado risk assessment found in the Hazard Risk Analyses located in Appendix D.

Table 3.7: Total Property Losses for Carroll County on a Percentage Basis for Tornadoes				
Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844
Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency				

e. Land Use and Development

Carroll County is in wind zone III, which is associated with 200 mph wind speeds. Carroll County has adopted the 2012 Building Code (see II. A. 9 for more details) requiring construction to comply with a wind speed of 80 mph. In Carroll County's Comprehensive Plan, any newly constructed manufactured home community is recommended to install a tornado shelter for use by its residents.

As a county that had experienced a high rate of growth during the early 2000s, the land use in many areas transitioned from rural to suburban, particularly in northern Carroll County between Temple and Villa Rica. Denser populations make the county more vulnerable to damage from a tornado. The probability of a tornado remains medium, with a high level of severity.

Figure 3.9: Wind Zones in the United States *(Federal Emergency Management Agency)*

f. Multi-Jurisdictional Concerns

All jurisdictions within Carroll County can be affected by tornadoes and are in the same wind zone. There are no significant differences between the county and its municipalities. Therefore, all mitigation projects should consider a county wide approach.

g. Hazard Summary

Carroll County has a significant history with tornado activity. For this reason, the identified mitigation projects are a high priority for life safety, especially for the protection of vulnerable populations as the severity of damage when they do occur is high. Tornado specific mitigation actions are provided in Chapter IV. A. 2.

3. Severe Thunderstorms

a. Hazard Identification

Thunderstorm winds tend to be short in duration involving straight-line winds and/or gusts in excess of 58 mph. All thunderstorms are accompanied by lightning. Lightning strikes precede from cloud-to-cloud, cloud-to-ground and ground-to-cloud. Lastly, hail often accompanies severe thunderstorms and can cause considerable damage to personal property, such as roofs and cars.

Data for this hazard category comes from: National Climatic Data Center and the National Weather Service.

b. Hazard Profile

Thunderstorms are the most prevalent natural hazards. In the past four years, there have been 22 Severe Thunderstorm Watches and 56 Severe Thunderstorm Warnings. Since 1957, 130 occurrences of thunderstorm winds have been reported, with 82 reports of property damage and four fatalities. There were 46 reports of damages due to thunderstorm winds since 2005. Lightning resulted in 19 instances of damage. 80 occurrences of hail with seven causing significant damage. Thunderstorm winds, hail and lightning were found to be responsible for millions of dollars in property damages, significant enough to be reported.

Trends analysis shows that Carroll County is subject to approximately 25 days per year with severe thunderstorms. There is a high probability of occurrence, leaving the county vulnerable to damage.

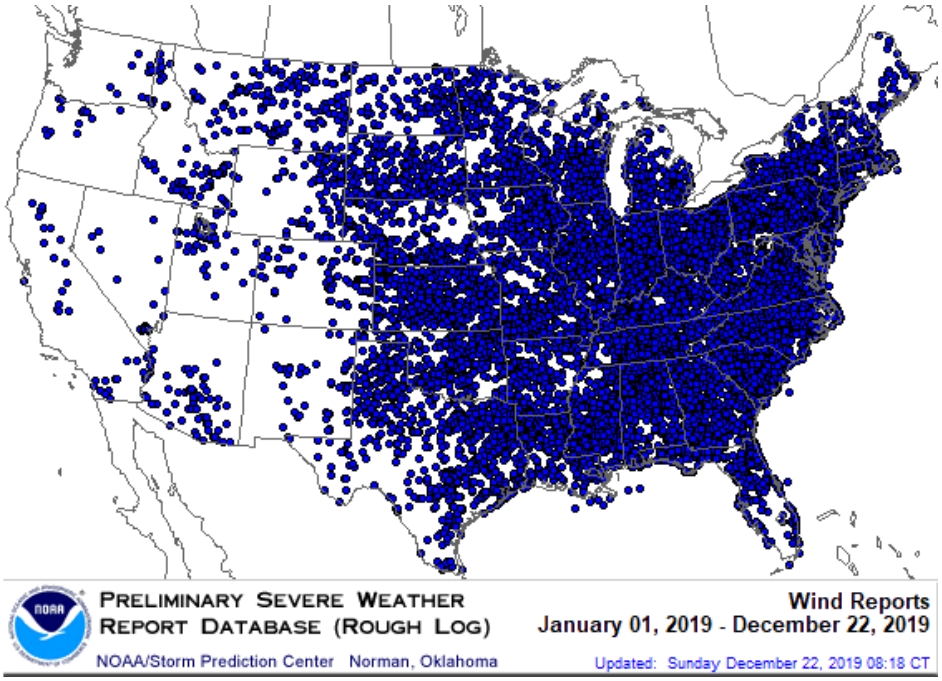


Figure 3.10: Wind Reports 2019 (NOAA)

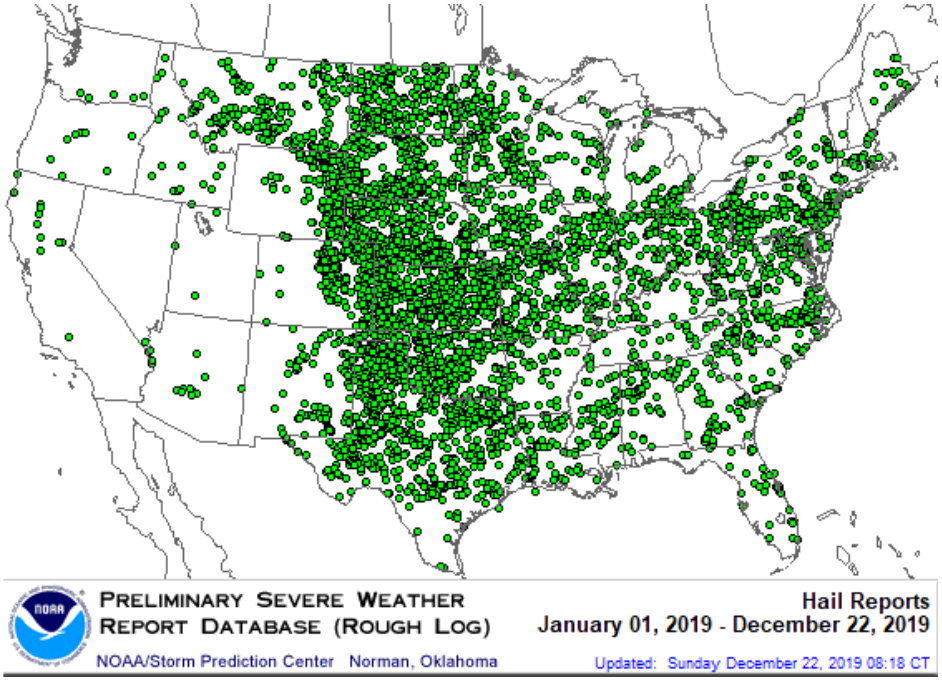


Figure 3.11: Hail Reports 2019 (NOAA)

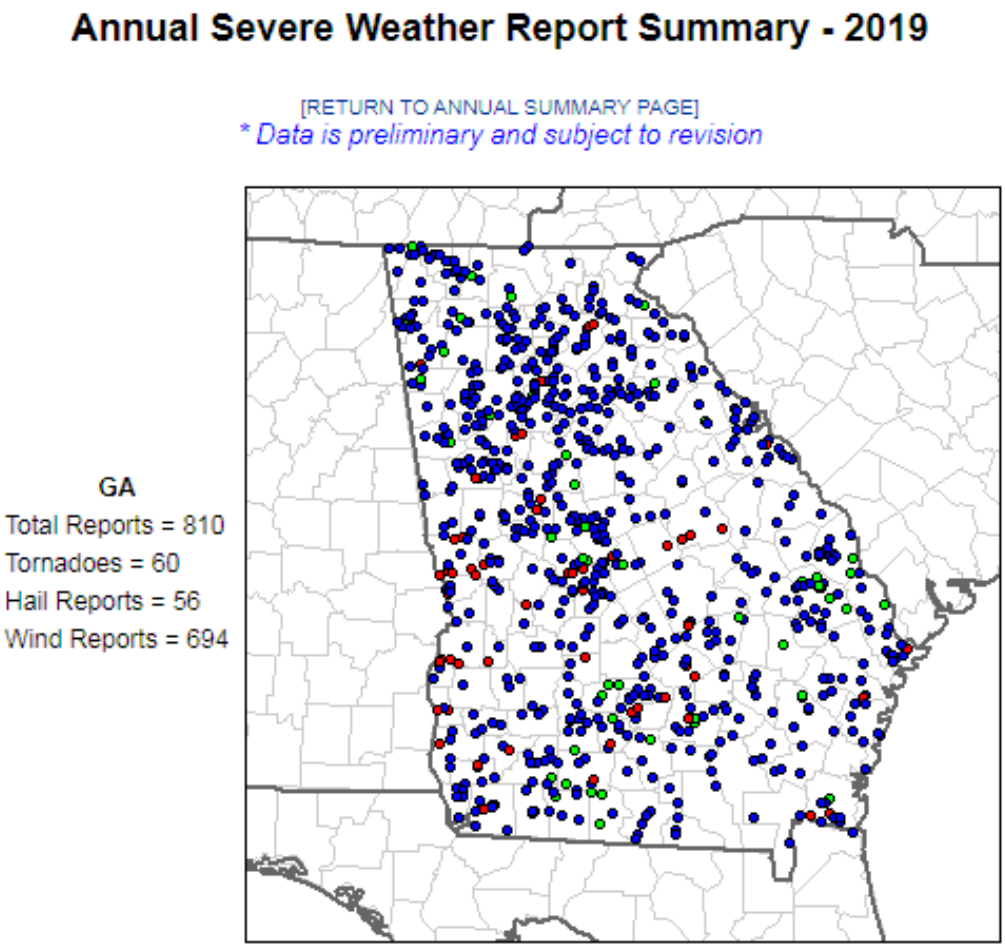


Figure 3.12: Severe Georgia 2019

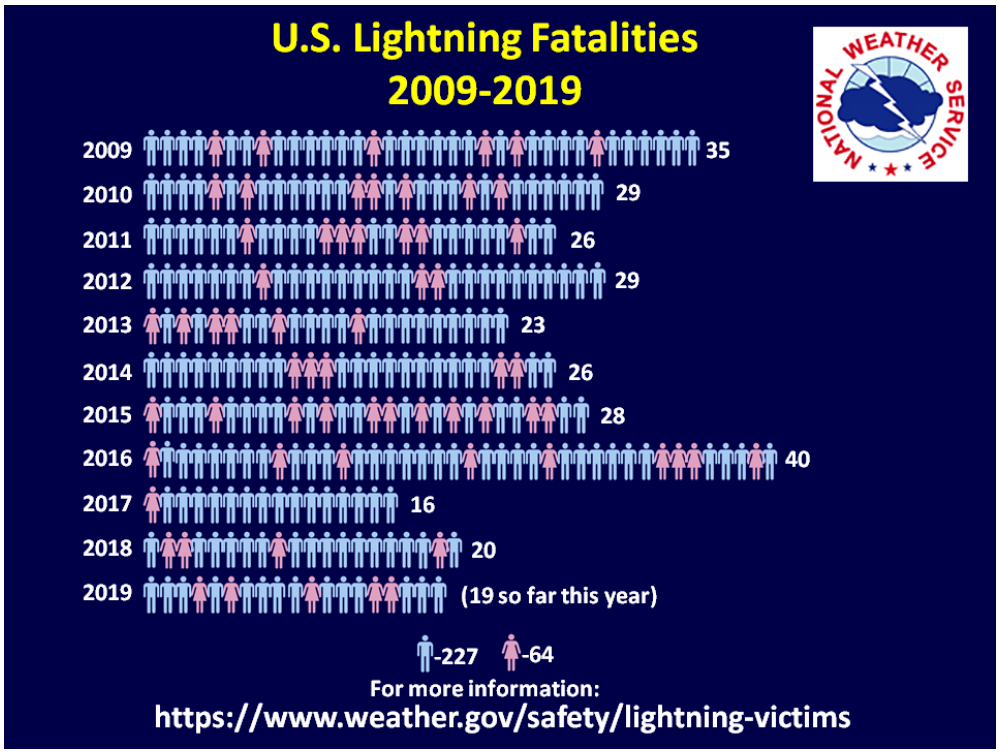


Figure 3.13: Lightning Deaths 2006-2015 (NOAA)

c. Assets Exposed to Hazards

There is no way to estimate the facilities most likely damaged by thunderstorm winds, hail and lightning due to their widespread nature.

d. Estimate of Potential Losses

Because all facilities within the county are subject to potential losses via thunderstorm winds and lightning, estimations were made assuming 100% losses. A list of Critical Facilities including estimated values can be found in Appendix C.

Table 3.8: Total Property Losses for Carroll County on a Percentage Basis for Thunderstorm Winds, Hail and Lightning				
Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844
Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency				

e. Land Use and Development Trends

Carroll County's adopted 2012 Building Code (see II. A. 9 for more details) provides for reasonable protection from most natural hazards although they are not hazard specific. Mitigation actions to reduce the possibility of property damage, including interlocking shingles and surge protectors are encouraged.

The county and municipalities all have critical facilities, including recreational fields and parks that are subject to the effects of thunderstorm damage. This is especially true in the county's most populated areas between Carrollton, Villa Rica and Temple.

Preparedness

For thunderstorm wind, lightning and hail, the focus is on preparedness. Notice is key. This past year, the National Weather Service conducted a Storm Spotter Classes for the county with Emergency Management Volunteers, including HAM Radio Operators.

Through social media, Emergency Management notifies the public of NWS forecasts and through Weather Warn, any severe thunderstorm warnings are sent out via weather sirens and social media. Funding from Georgia Emergency Management Agency and the Sheriff's Office initiated a program of giving weather radios to local citizens in need. The public is encouraged to take shelter from storms to possibly prevent injury or loss of life. Because these alerts have been so successful, the county will continue to utilize them into the future.

Despite these programs, Carroll County and its municipalities remain extremely vulnerable to thunderstorm winds, hail and lightning that occur frequently and are known to cause extensive damage.

f. Multi-Jurisdictional Concerns

There is no significant difference between Carroll County and its municipalities based upon the chance of occurrence of thunderstorms winds and lightning because they are random events.

g. Hazard Summary

Severe storms are the most prevalent natural hazards in Carroll County. They have the capability of producing widespread property and crop damage, injuries and even death. Mitigation projects must be considered which reduce the overall damage due to thunderstorm winds, hail and lightning. Severe thunderstorms occur frequently in Carroll County, and as such, probability is high and damage can be extensive. Mitigation plans in relation to severe storms are contained in IV. A. 3.

4. Tropical Cyclones

a. Hazard Identification

Tropical Cyclones are among nature's most dangerous and costly storms. Since 1970, there has been an average of 11 Atlantic tropical storms per year, with 6 of those becoming hurricanes. These storms bring a combination of winds, tornadoes and flooding to the area. Even to those counties that lie further inland, the effects of a tropical cyclone can be devastating.

A tropical cyclone can come in the form of a Tropical Depression (sustained winds of 38 mph), a Tropical Storm (sustained winds of 39 to 73 mph), Hurricane (maximum sustained winds of 74 mph or higher) and major hurricane (maximum sustained winds of 111mph or higher. Major hurricanes correspond to Category 3, 4, or 5 on the Saffir-Simpson Hurricane Wind Scale.

Table 3.9: The Enhanced Fujita Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph	**Very dangerous winds will produce some damage:** Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph	**Extremely dangerous winds will cause extensive damage:** Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph	**Devastating damage will occur:** Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph	**Catastrophic damage will occur:** Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5 (major)	157 mph or higher	**Catastrophic damage will occur:** A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power

Table 3.9: The Enhanced Fujita Scale		
Category	**Sustained Winds**	**Types of Damage Due to Hurricane Winds**
		outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

Data for this hazard category comes from: National Climatic Data Center and the National Weather Service.

b. Hazard Profile

Carroll County has a significant history with tropical cyclones considering its placement in-land at the foothills of the Appalachian Mountains, particularly with storms coming north out of the Gulf of Mexico. Since 2002, the National Weather Service has documented 15 occurrences of tropical cyclones (including 3 hurricanes) that have impacted the county. Five storms alone occurred in 2005, the year of Hurricane Katrina. The most memorable of tropical cyclones that directly hit the area occurred from Hurricane Eloise in 1975, which caused considerable damage from its winds and from Hurricane Opal in 1995 with overall damages exceeding $5 billion dollars and 5 fatalities in Georgia alone. With Hurricane Opal, many residents lost power for a week, while schools and businesses were closed. Its magnitude illustrates the importance of preparation to families during a Tropical Cyclone event. In 2017, Hurricane Irma came up through the state of Florida. northwest into Georgia leading to a statewide federal declaration (DR-4338). The probability of a tropical cyclone event effecting the county remains high.

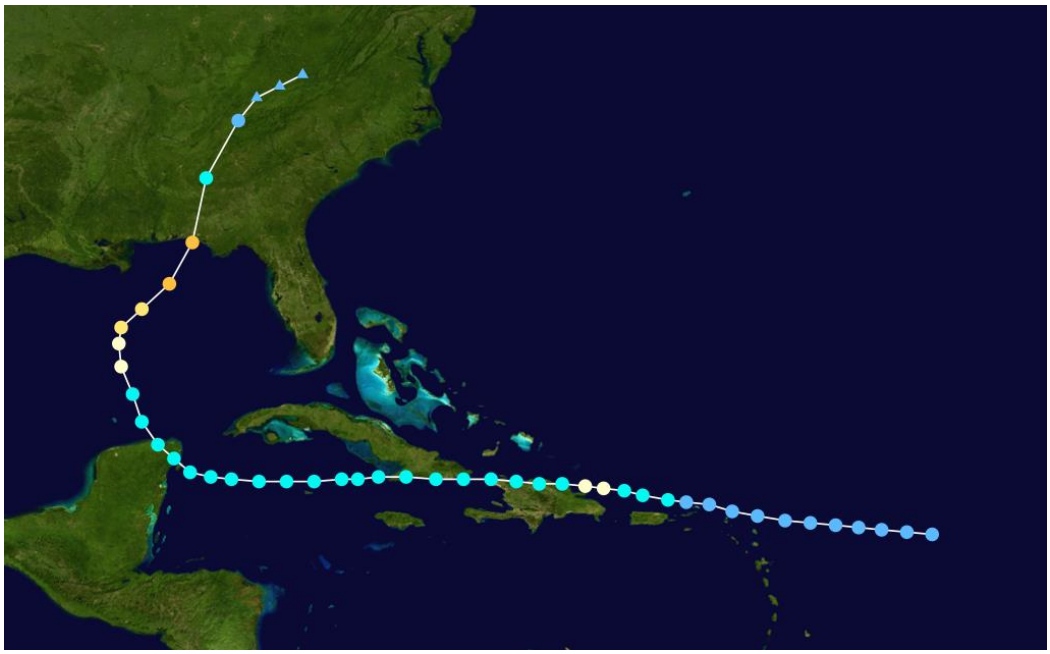


Figure 3.14: Hurricane Eloise, 1975

Figure 3.15: Hurricane Opal, 1995

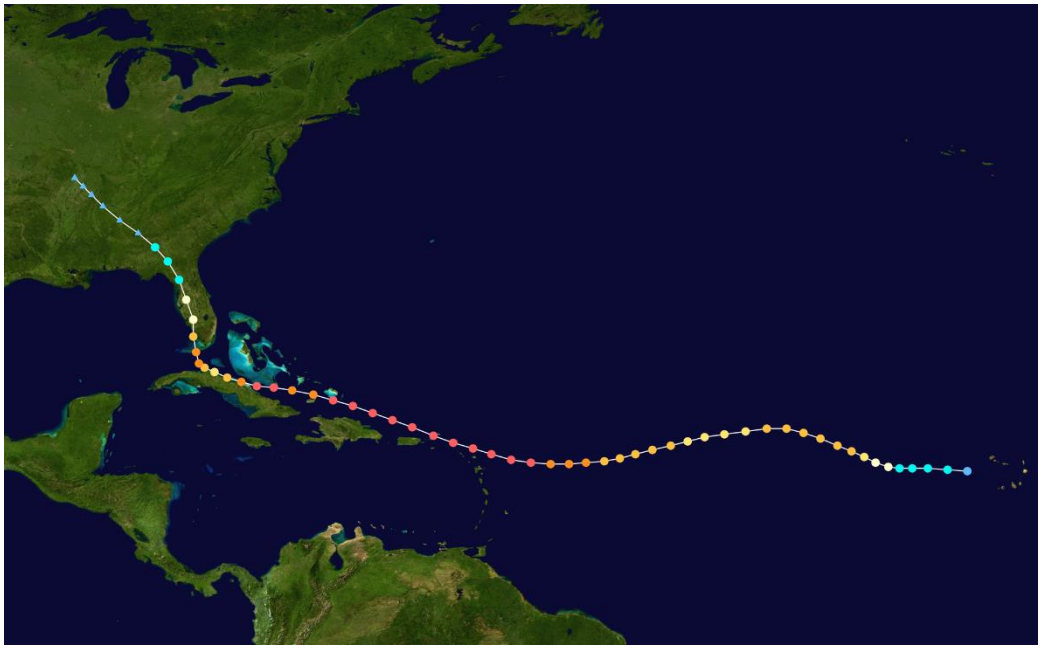


Figure 3.16: Hurricane Irma, 2017

Even without a direct hit from a Hurricane, damage can be significant. Due to Carroll County's location, it has experienced tornadoes spun from outlying bands, such as occurred with Hurricane Katrina. Even if the storm is located along the coasts, evacuees fill local hotels and may necessitate opening of a shelter. Whether directly or indirectly, tropical cyclones have a costly impact on the county. The southeast portion of the county has the most exposure and risk, facing up to 75-mph winds in a 100-year storm event according to the Hazard Risk Analyses. A category 1 storm can result in over 21 tons of storm debris.

c. Assets Exposed to Hazards

There is no way to estimate the facilities most likely damaged by tropical cyclones due to their magnitude. Strong winds can topple trees and buildings, while overflowing rivers can cause flooding.

d. Estimate of Potential Losses

Because all facilities within the county are subject to potential losses via tropical cyclones, estimations were made assuming 100% losses. A list of Critical Facilities including estimated values can be found in Appendix C.

Table 3.10: Total Property Losses for Carroll County on a Percentage Basis for Tropical Cyclones				
Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844
Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency				

e. Land Use and Development Trends

Carroll County's adopted 2012 Building Code (see II. A. 9 for more details) provides for reasonable protection from most natural hazards although they are not hazard specific. The codes require building that will sustain an 80-mph wind.

With an increased suburban population since the early 2000s housing boom, which necessitated the construction of additional critical facilities, the county remains vulnerable to the effects of tropical cyclones, particularly to high winds and flooding. Although there is a low probability of occurrence, tropical cyclones cause extensive damage.

f. Multi-Jurisdictional Concerns

When a tropical cyclone occurs, it will affect the entire county, resulting in downed trees, widespread power outages and flooding.

Cities along evacuation routes are more likely to be impacted by evacuees, particularly those along I-20 or Highway 27, including Carrollton, Bremen, Temple and Villa Rica.

g. Hazard Summary

A somewhat rare occurrence, but when it does, the level of severity is extensive. Tropical cyclones have the potential for direct and indirect devastation. They have the capability of producing widespread property and crop damage, injuries and even death. Mitigation projects must be considered which reduce the overall damage due to tropical cyclones. Mitigation plans in relation to tropical cyclones are contained in IV. A. 4. A hurricane risk assessment can be found in the Hazard Risk Analyses located in Appendix D.

5. Winter Storms

a. Hazard Identification

Historical data from the National Climactic Data Center and the National Weather Service was collected for this plan. Winter storms bring threat of freezing rain, snow and ice to Carroll County. A heavy accumulation of ice, especially when accompanied by high winds, devastates trees and power lines, causing widespread outages. Streets and highways become extremely hazardous to motorists and pedestrians when winter weather occurs.

Extreme cold and wind chill are also hazards during the winter months, necessitating calls to the public to protect pets, pipes, plants and people. When a hard freeze occurs, it is damaging to crops. Nationally, more fatalities occur each year due to winter cold than summer heat per the Centers for Disease Control.

b. Hazard Profile

In the past four years, the National Weather Service has issued 4 Winter Storm Watches, 2 Winter Storm Warnings and 8 Winter Weather Advisories.

Since 1996, there have been 27 snow and ice events recorded in the winter storm history for Carroll County, indicating a high probability of an annual occurrence. These events have ranged in magnitude from ½ inch to 1 inch of snow to the blizzard of 1993. The blizzard caused extensive damage across Georgia. The most damaging of winter storms involve ice because it sticks to tree limbs and tends to bring down power lines. For many in Carroll County, solely on electricity, this means a lack of power and heat for a considerable period. The most recent federally declared winter storm that occurred in Carroll County in February 2014, resulted in the county and local nonprofits receiving reimbursements of over $1 million in federal assistance to cover costs associated with storm debris. 2017 brought a foot of snow to Carroll causing significant debris, outages and road closures.

In addition to precipitation with winter storms, there is also the threat of winter chill. Over 10 instances of winter chill were reported by the National Weather Service in Carroll County in the early 2000s. In 2015, Carroll County experienced temperatures as low as 6 degrees Fahrenheit. Many area homes lack the needed insulation to protect pipes, resulting in costly water line repairs. Further, there is a potential for damage to crops.

c. Assets Exposed to Hazard

All assets within the county are susceptible to winter storms. Mitigation projects focusing on back-up power sources and debris removal should be given high priority county wide.

In addition to state and federal routes, the following county roads listed in 3.11 have been identified as being critical to treating in event of icing and clearing of storm debris, due to their importance as secondary transportation routes.

Table 3.11: Secondary Transportation Routes
Tyus-Carrollton Road
Lovvorn Road
Smithville Road
Hog Liver Road
Shady Grove Road
Hickory Level Road
North and South Vanwert Road
Rainey Road
Center Point Road
Pleasant Ridge Road
Miller Academy Road
Jones Mill Road
Horsey Mill Road
Oak Mountain Road
Clem Lowell Road

d. Estimate of Potential Losses

Because all facilities within the county are subject to potential losses due to winter storms, estimations were made assuming 100% losses. This data is contained in Appendix C.

Table 3.12: Total Property Losses for Carroll County on a Percentage Basis for Winter Weather

Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844

Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency

e. Land Use and Development Trends

Carroll County's adopted 2012 Building Code (see II. A. 9 for more details) provides for reasonable protection from most natural hazards although they are not hazard specific.

Because of the infrequency of extreme chill, many county homes have insufficient insulation around water pipes, resulting in damage when they burst. The Carroll County Emergency Management Agency has utilized social media to remind residents to protect the P's during winter weather, which includes people, pipes, pets and plants.

Most of the county's power lines are above ground, making them subject to damage from falling trees.

As such, Carroll County's vulnerability to winter storms and extreme chill remains high, and the occurrence is increasing.

f. Multi-Jurisdictional Concerns

All of Carroll County is subject to winter storms and therefore should be included in any prospective mitigation projects.

g. Hazard Summary

Carroll County's vulnerability to winter storms is high, with an increasing probability of occurrence. When winter storms hit the southeastern United States, they generally are destructive. Buildings are not built to withstand large amounts of accumulated snowfall. Motorists are not culturally accustomed to driving in snow and ice conditions, thereby increasing the chances for accidents. Moreover, a hard freeze and excessive wind chill can have damaging impacts on pipes and crops. Winter storm related mitigation activities can be viewed in IV. A. 5.

6. Drought and Wildfires

a. Hazard Identification

A drought is a prolonged period without rain, particularly during the planting and growing season in agricultural areas. It can range from two weeks to six months or more and affects water availability and quality. In Georgia, droughts affect municipal and industrial water supplies, stream water quality, recreation at reservoirs, hydropower generation, navigation, agricultural and forest resources. Additionally, droughts can impact the spread of wildfires. Data collected from the National Climatic Data Center, the Georgia Forestry Commission and the Southern Wildfire Risk Assessment was used for this report. Carroll County's Community Wildfire Protection Plan is currently being developed by the Georgia Forestry.

b. Hazard Profile

There have been 23 drought events recorded since 1997, with the most recent being a short-term moderate drought in 2019. During this span, there was one reported instance of crop damage due to drought.

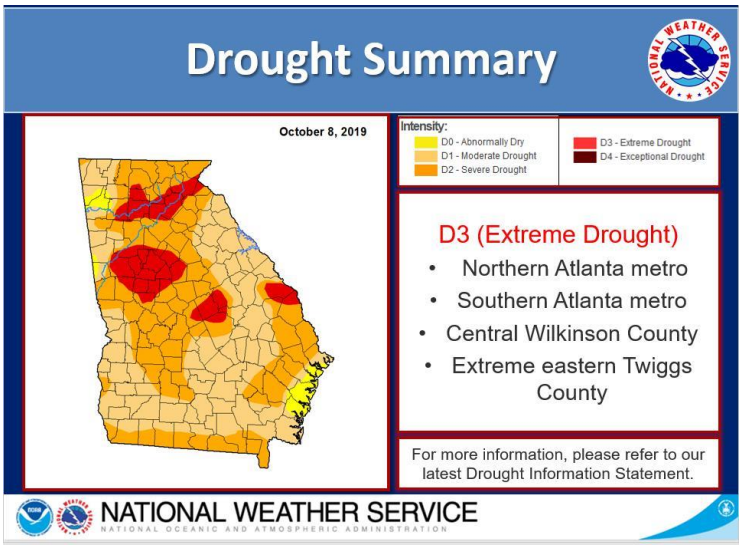


Figure 3.17: Drought 2019

As of 2016, there have been numerous small brush fires that had to be put out by the Georgia Forestry Commission and local fire service. Causes of these fires ranged from campfires, smoking and debris burning to incendiary and lightning. The right combination of drought and small brush fire could lead to a more significant wildfire considering the amount of wooded acreage in Carroll County. Carroll County has been fortunate to have not experienced a wildfire in recent history. There is a high probability of drought affecting Carroll County, with a low to moderate probability of wildfires. See section *e. Land Use and Development Trends* below for more information on Wildfires.

c. Assets Exposed to Hazard

The exposure of assets to drought-related hazards are generally indirect. The occurrence of a drought drastically increases the risk of fire and the loss of crops due to low water tables.

d. Estimate of Potential Losses

With over 70% of Carroll County deemed agricultural/rural (approximately 350 square miles), the potential effects of a wildfire or a long-term drought are devastating. There is no estimated damage to facilities due to droughts. All impact would be secondary in nature. Potential losses to crops or livestock cannot be accurately quantified unless all of the drought variables are known (such as duration, temperatures, severity, crop type, etc.). Wildfires generally occur under drought conditions, and given the county's rural characteristics, do pose a threat to all structure types. Houses in the fringe areas in the rural areas are most susceptible.

Table 3.13: Total Property Losses for Carroll County on a Percentage Basis for Wildfires

Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
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Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844

Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency

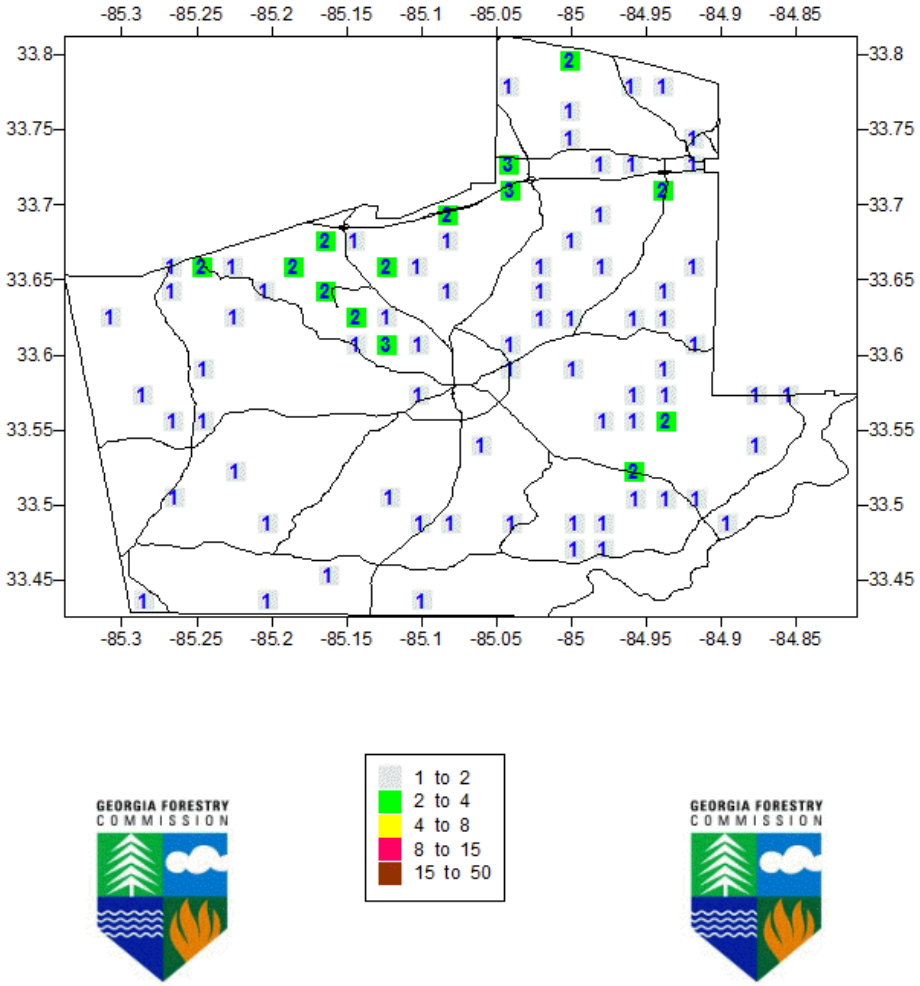
e. Land Use and Development Trends

Development in rural areas exposes more assets to the potential loss from wildfires. According to the Southern Wildfire Risk Assessment Summary Report, 106,493 or 96.4% of the 2010 Census population live in the Wildlife Urban Interface. The threat increases are more people move to rural areas. Most of Carroll County's population is in the 1 house on 2 acres or 1 house on a half-acre or more, becoming less dense as you move away from the cities. In terms of the

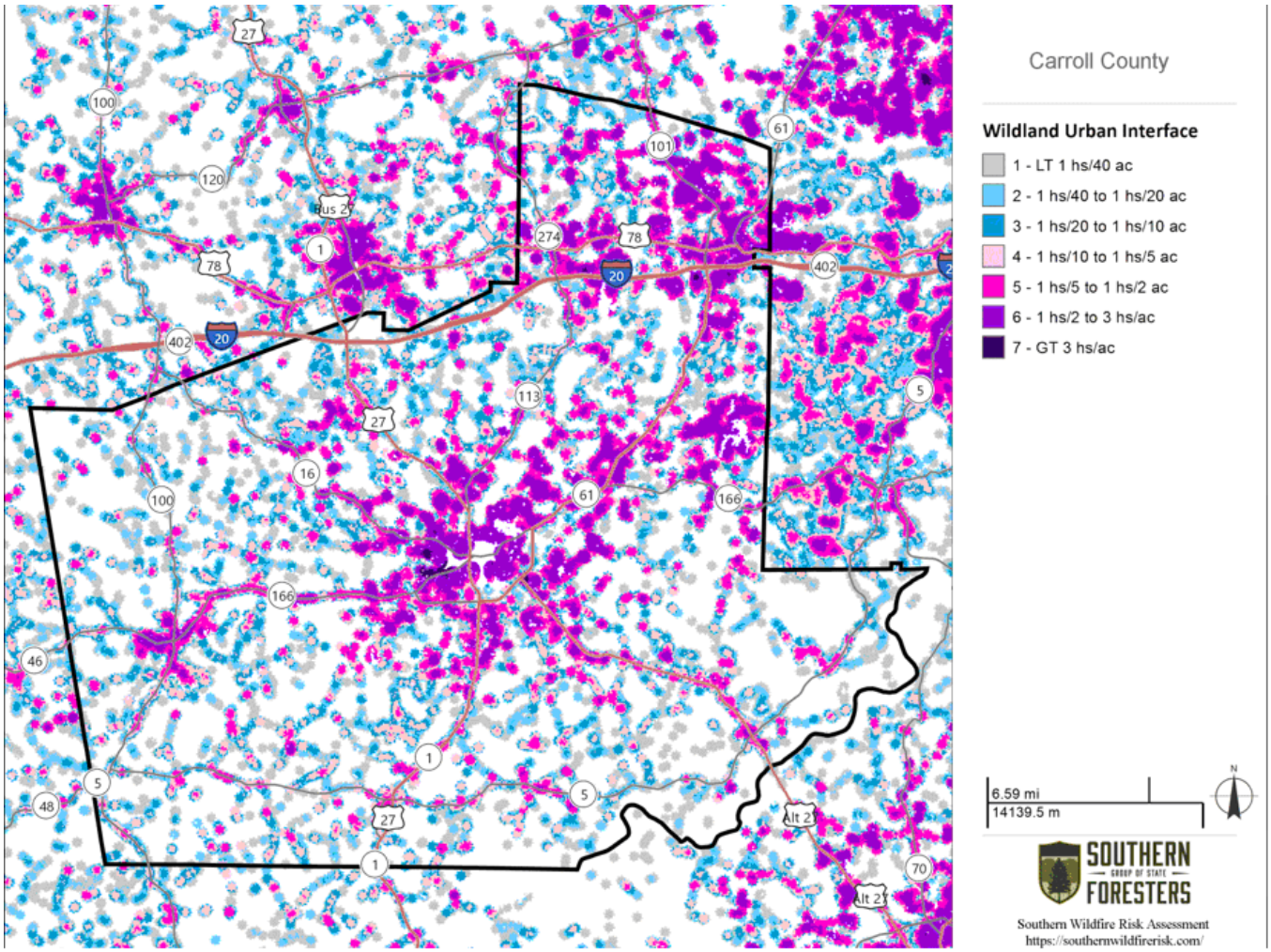
WUI Risk Index, most of the county is at moderate (or less) risk in terms of impact. This takes into consideration fire intensity data that is modeled to incorporate penetration into the urban fringe. 36% of the county is vulnerable to minor impacts from wildfires. The higher fire intensity areas tend to be in the county's most rural areas including those under the ownership of large timber companies.

Focus for mitigation actions should be in areas where residential fringe assets meet timberlands. This is show in Map 3.* Community Protection Zones.

Fire Occurrence Map for Carroll County for Fiscal Year 2012-2016



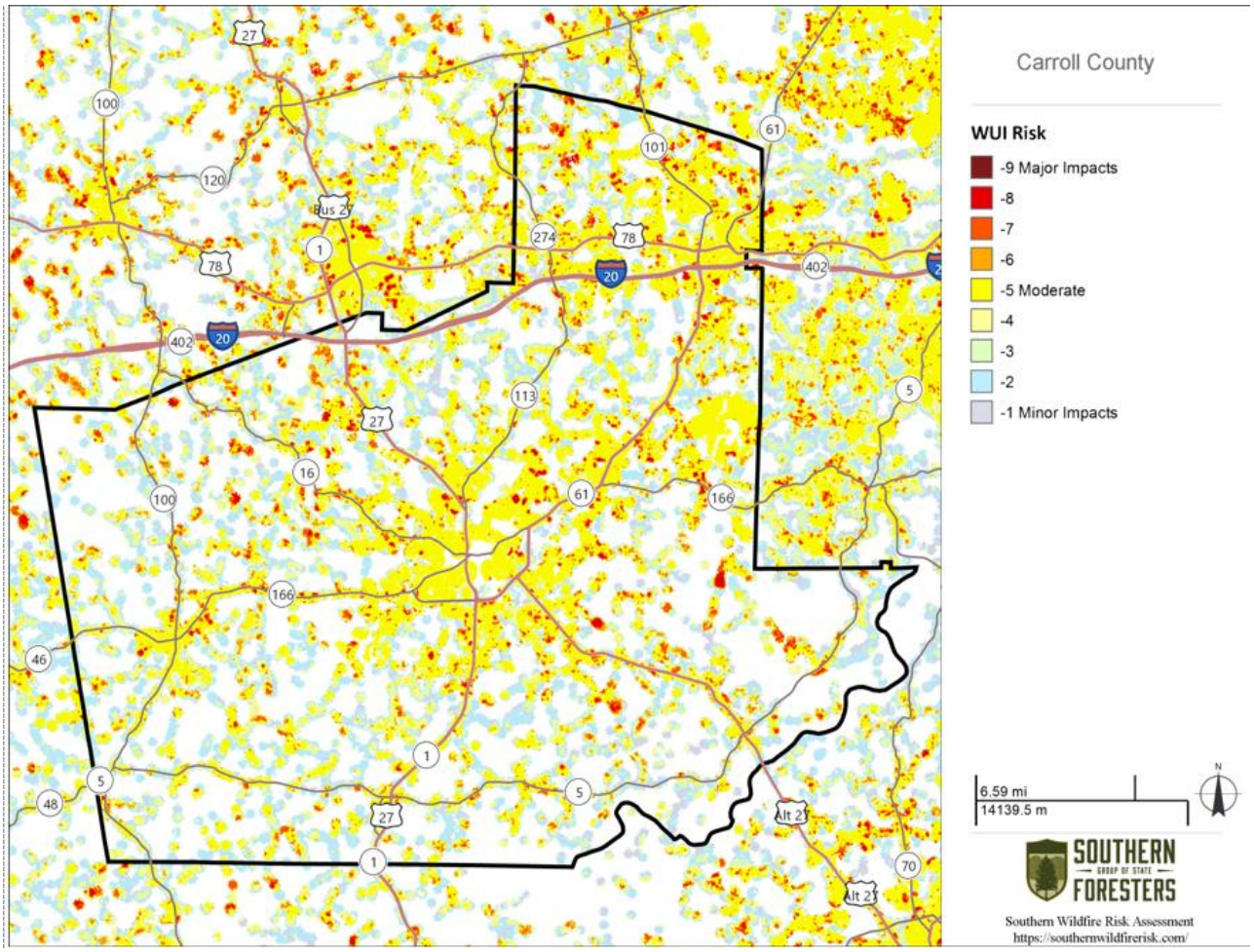
Map 3.2: Fire Occurrence Map from Georgia Forestry Commission



Map 3.3: Wildlife Urban Interface

	Housing Density	WUI Population	Percent of WUI Population	WUI Acres	Percent of WUI Acres
	LT 1hs/40ac	732	0.7 %	41,722	21.9 %
	1hs/40ac to 1hs/20ac	1,694	1.6 %	28,399	14.9 %
	1hs/20ac to 1hs/10ac	3,888	3.7 %	30,257	15.9 %
	1hs/10ac to 1hs/5ac	9,440	8.9 %	32,509	17.1 %
	1hs/5ac to 1hs/2ac	23,955	22.5 %	33,056	17.4 %
	1hs/2ac to 3hs/1ac	61,763	58.0 %	24,091	12.7 %
	GT 3hs/1ac	5,021	4.7 %	361	0.2 %
	Total	**106,493**	**100.0 %**	190,395	100.0 %

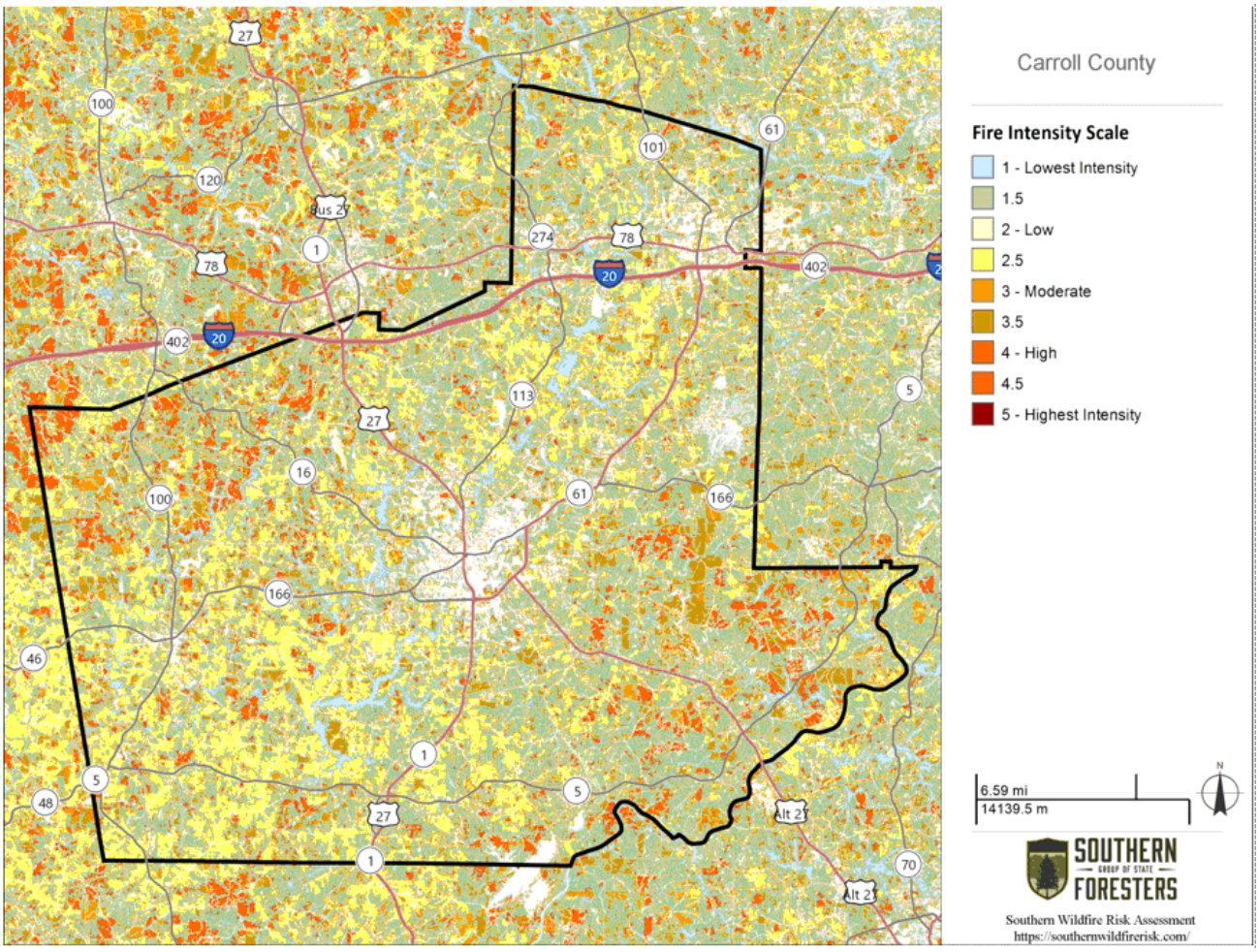
Figure 3.18: Wildlife Urban Interface Population and Acres (Southern Region)



Map 3.4: Wildlife Urban Interface Risk Map

	Class	Acres	Percent
	-9 Major Impacts	3	0.0 %
	-8	2,308	1.2 %
	-7	8,524	4.5 %
	-6	6,228	3.3 %
	-5 Moderate	68,745	36.5 %
	-4	31,082	16.5 %
	-3	15,758	8.4 %
	-2	42,936	22.8 %
	-1 Minor Impacts	12,836	6.8 %
	Total	**188,420**	**100.0 %**

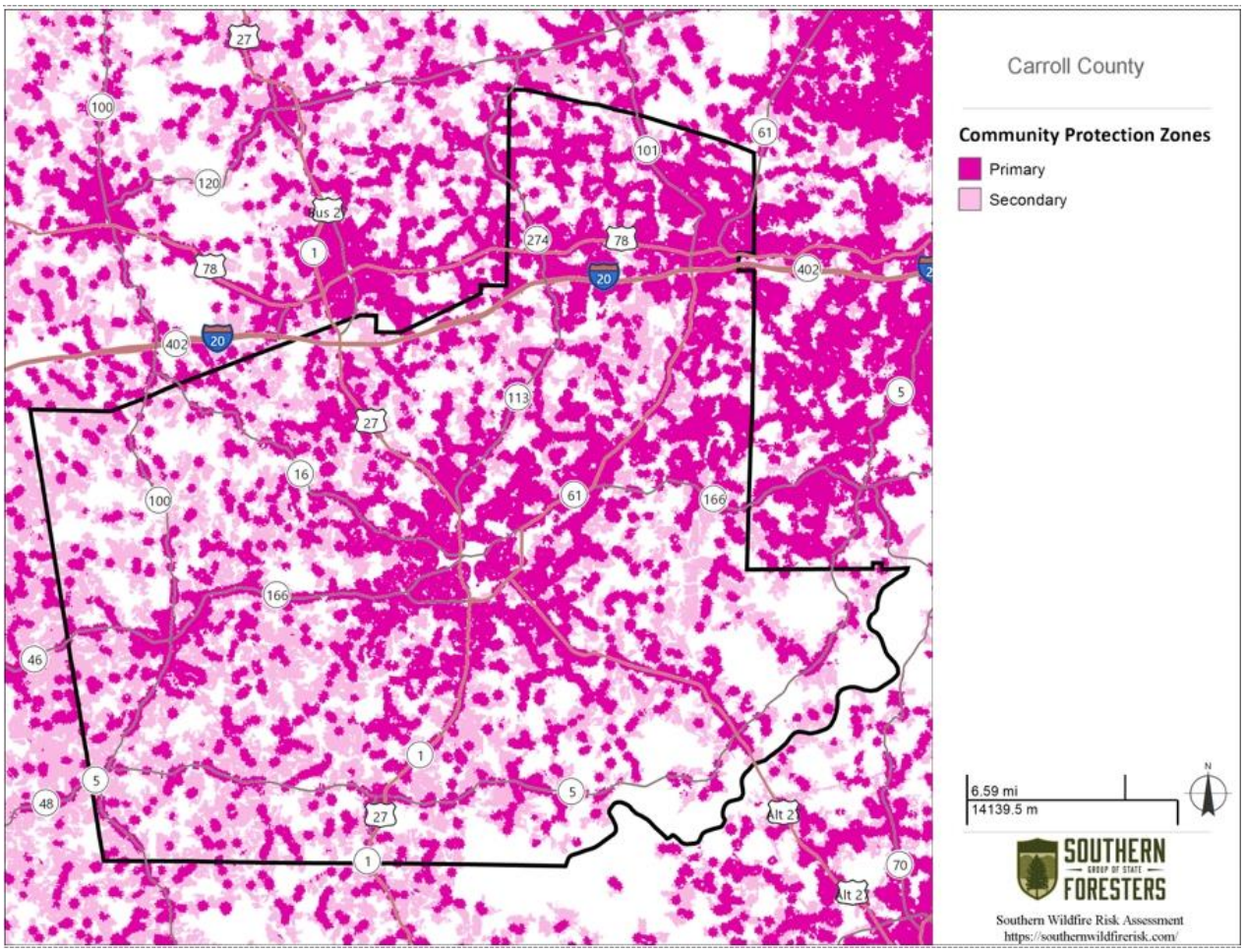
Figure 3.19: Wildlife Urban Interface Risk Class and Acres (Southern Region)



Map 3.5: Fire Intensity Scale Map

	Class	Acres	Percent
	Non-Burnable	33,979	10.5 %
	1 Lowest Intensity	12,769	4.0 %
	1.5	127,199	39.4 %
	2 Low	26,714	8.3 %
	2.5	59,629	18.5 %
	3 Moderate	10,737	3.3 %
	3.5	36,883	11.4 %
	4 High	14,590	4.5 %
	4.5	4	0.0 %
	5 Highest Intensity	0	0.0 %
	Total	**322,504**	**100.0 %**

Figure 3.20: Fire Intensity Scale Class and Acres (Southern Region)



Map 3.6: Community Protection Zones

Utilizing fire growth simulations, the Southern Wildlife Risk Assessment Summary Report also developed a Burn Probability Layer. Most of the county is in a 5 or less (out of 10) probability for burning. The only area that was slightly higher was SW Carroll outside of Bowdon. The likely fire type for Carroll is a surface fire which includes grass, timber litter, shrubs/brush and other vegetation, as opposed to a canopy fire which relates to burning the crowns of trees. Carroll is also moderate to less in terms of dozer operability which aids response so that fires can be put out quickly.

Timber best management practices, utilized by timber companies, help to grow a healthy forest of trees to be harvested, reducing the risks of wildfires.

The county's vulnerability to drought remains moderate, although vulnerability to wildfires has been reduced due to utilizing best management practices.

f. Multi-Jurisdictional Concerns

The highest occurrence of crop losses due to drought will be in the rural areas of Carroll County. The entire county should be included in drought planning.

g. Hazard Summary

Carroll County is vulnerable to droughts, but fortunately, they have had a short duration. Although droughts do not generally have an immediate effect, they cause havoc through secondary means such as wildfires, crop loss, reduction in water supplies and economic stress. Drought-related mitigation strategies are present in IV. A. 6.

7. Earthquakes

a. Hazard Identification

An earthquake is a sudden movement of the earth, caused by abrupt release or strain that has accumulated over a long time. The forces of plate tectonics shape the earth as the huge plates that form the earth's surface slowly move over, under and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulated energy. When the accumulated energy grows strong enough, the plates break free. If the earthquake occurs in a populated area, it may cause many deaths, injuries and extensive property damage.

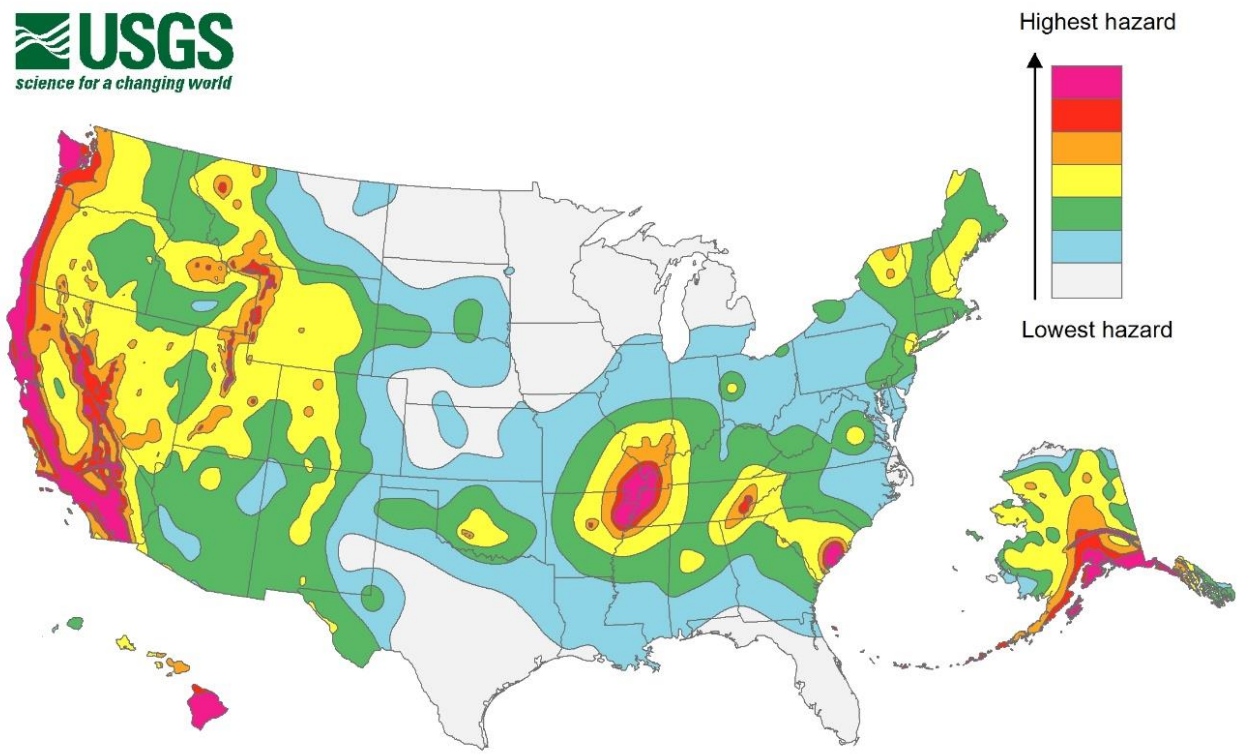


Figure 3.21: United States Geological Society (USGS) Earthquake Hazard Zone Map

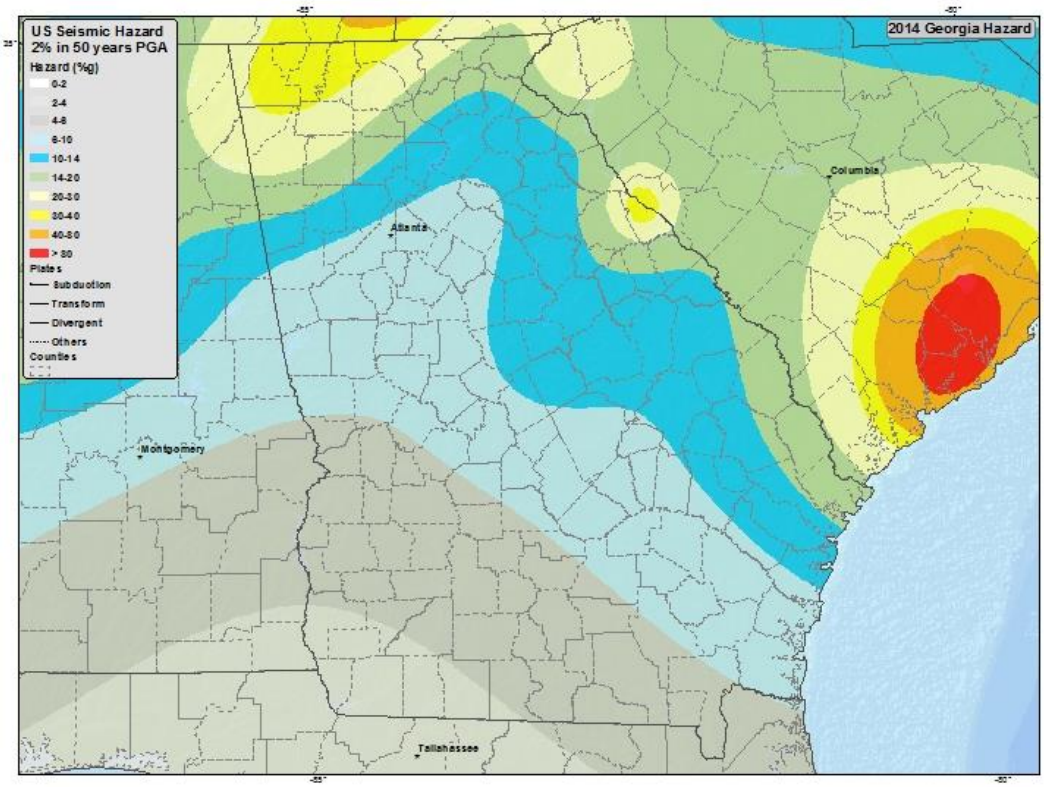


Figure 3.22: United States Geological Society (USGS) Earthquake Hazard Zone Map - Georgia

Table 3.14: Richter Scale of Magnitudes

Magnitude	Description	Average earthquake effects	Average frequency of occurrence (estimated) Worldwide
Less than 2.0	Micro	Micro earthquakes, not felt, or felt rarely by sensitive people. Recorded by seismographs.	Continual/several million per year
2.0–2.9	Minor	Felt slightly by some people. No damage to buildings.	Over one million per year
3.0–3.9		Often felt by people, but very rarely causes damage. Shaking of indoor objects can be noticeable.	Over 100,000 per year
4.0–4.9	Light	Noticeable shaking of indoor objects and rattling noises. Felt by most people in the affected area. Slightly felt outside. Generally causes none to minimal damage. Moderate to significant damage very unlikely. Some objects may fall off shelves or be knocked over.	10,000 to 15,000 per year
5.0–5.9	Moderate	Can cause damage of varying severity to poorly constructed buildings. At most, none to slight damage to all other buildings. Felt by everyone.	1,000 to 1,500 per year
6.0–6.9	Strong	Damage to a moderate number of well-built structures in populated areas. Earthquake-resistant structures survive with slight to moderate damage. Poorly designed structures receive moderate to severe damage. Felt in wider areas; up to hundreds of miles/kilometers from the epicenter. Strong to violent shaking in epicentral area.	100 to 150 per year
7.0–7.9	Major	Causes damage to most buildings, some to partially or completely collapse or receive severe damage. Well-designed structures are likely to receive damage. Felt across great distances with major damage mostly limited to 250 km from epicenter.	10 to 20 per year

8.0–8.9	Great	Major damage to buildings, structures likely to be destroyed. Will cause moderate to heavy damage to sturdy or earthquake-resistant buildings. Damaging in large areas. Felt in extremely large regions.	One per year
9.0 and greater		Near or at total destruction - severe damage or collapse to all buildings. Heavy damage and shaking extends to distant locations. Permanent changes in ground topography.	One per 10 to 50 years

Source: United States Geological Survey

b. Hazard Profile

The state of Georgia has experienced seven earthquakes from 1974 to 2003, according to USGS (United States Geological Survey) information. On April 29, 2003, Georgia was hit with a 4.9 magnitude earthquake. The earthquake could be felt across Carroll County. The major fault line in the state is located north of Carroll and most of the state's earthquakes are located in north Georgia. In the past year, there have been 12 earthquakes in Georgia, with the largest in Adairsville, a 2.7 magnitude earthquake. The closest to Carroll County was in Calhoun, measuring 1.9 on the Richter scale. With only minor fault lines located beneath the county's soil, the probability of damage from an earthquake to the county and its municipalities is considered low. As depicted in the USGS map above, Carroll is one of the lower hazard zones.

c. Assets Exposed to Hazard

All structures and facilities within Carroll County are susceptible to earthquake damage since they can occur in any portion of the county.

d. Estimate of Potential Losses

Because all facilities within the county are subject to potential losses due to earthquakes, estimations were made assuming 100% losses. A list of Critical Facilities including estimated values can be found in Appendix C.

Table 3.15: Total Property Losses for Carroll County on a Percentage Basis for Earthquakes

Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844

Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency

e. Land Use and Development Trends

Due to its low probability, there are currently no specific land use or development regulations related to earthquakes. New construction is subject to Carroll County's adopted 2012 Building Code, which is deemed enough given the county's low vulnerability to earthquakes.

f. Multi-Jurisdictional Concerns

Any portion of Carroll County, including each of the municipalities, could potentially be affected by earthquakes. All areas within Carroll County, including the Cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg, carry the same threat level for earthquakes. Any steps taken to mitigate the effects of earthquakes should be undertaken on a county wide basis and include all municipalities.

g. Hazard Summary:

The probability of an earthquake causing significant damage to Carroll County is limited. Earthquake specific mitigation actions are provided in IV. A. 7 of this document.

8. Pandemic and Epidemics

a. Hazard Identification

A widespread pandemic or epidemic event is a major hazard to Carroll County. Pandemic/epidemic events are not only a threat to the citizens of Carroll County but also to the emergency responders who serve the county. This can include influenza, tuberculosis, polio, smallpox, Severe Acute Respiratory Syndrome (SARS), Swine Influenza (H1N1) and other health related events. With many parents choosing to not vaccinate their children, diseases that had been previously thought eradicated, such as measles, have resurfaced.

In addition to humans, epidemics can cause widespread devastation to livestock, as evidenced by the recent concerns for Avian Influenza in poultry. Bioterrorism incidents can also be included in this identified hazard area.

b. Hazard Profile

Influenza cases began to come into the Carroll County Health Department every winter, usually between October and March. Influenza, often referred to as "the flu," is a specific viral infection that is responsible for a substantial number of deaths each year. It is particularly deadly among seniors 65 and older, when combined with another infection such as pneumonia. In 2018, the number of deaths in the United States from Influenza/Pneumonia was 79,400, according to the Centers for Disease Control and Prevention. In addition to the flu, Carroll County has also experienced outbreaks of meningitis in its schools and Cryptosporidium in the City of Carrollton's water supply, both since 1985.

In the event of an epidemic, the county in cooperation with the Carroll County Health Department, would open one or two Points of Distribution (POD) to distribute its share of the Strategic National Stockpiles' (SNS) supply of vaccinations. Many of the county's largest employers such as Southwire, Tanner Health, Carroll EMC, Carroll County Schools, Carrollton City Schools, the county, and its larger cities, have signed on as a private Closed POD to disseminate to their employees, helping to expedite the distribution process.

c. Assets Exposed to Hazard

All critical facilities, as well as all public, private, and commercial property, are susceptible to being impacted by a pandemic/epidemic event due to people being infected transmitting it in school or the workplace. The entire population of Carroll County is vulnerable to pandemic/epidemics outbreaks. There is no way for the county to predict the impact, magnitude, location or time these events will occur. The local health department and Carroll County Emergency Management continue to monitor reports from state Public Health officials and the Centers for Disease Control as to possible epidemics.

d. Estimate of Potential Losses

There is no estimated damage to facilities due to pandemic/epidemic events in Carroll County. The impact of human resources would suffer the most with the potential of 30% of the workforce becoming ill. The economy of Carroll County could take a major hit should a pandemic/epidemic event occur.

Table 3.16: Total Property Losses for Carroll County on a Percentage Basis for Pandemics or Epidemic				
Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844
Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency				

e. Land Use and Development Trends

All of Carroll County is susceptible to pandemic/epidemic outbreaks due to a continual growth in the county and the social nature of humans.

Carroll County is located on a major interstate (I-20) and federal routes (US 27 and US 78) that carry a significant amount of people to and across the county daily. Densely populated cities, with schools and places of work or worship allow for the spread of communicable diseases. Even in more rural areas, diseases among livestock or crops may spread. The county's probability of an outbreak is medium, although if it occurred, the severity could be high.

f. Multi-Jurisdictional Concerns

All of Carroll County is susceptible to the effects of pandemic/epidemic events. Of course, the more densely populated the area is the greater threat the pandemic/epidemic will spread.

g. Hazard Summary

Pandemic/epidemic events do pose a threat to all of Carroll County. All the critical facilities as well as workplaces and schools could ultimately be affected. A pandemic/epidemic event could have an added negative effect, with a large percentage of the workforce potentially being affected. Pandemic/epidemic specific mitigation actions are provided in IV. A. 8 of this document.

D. Technological Hazard, Risk and Vulnerability (HRV) Summary

1. Hazardous Material Spills

a. Hazard Identification

A major source of hazardous material accidents are spills along roadways, railways, pipelines, rivers and port areas. Hazardous materials are substances which are harmful to the health and safety of people and property. Jurisdictions with facilities that produce, process or store hazardous materials are at risk, as are facilities that treat, store or dispose of hazardous wastes. Mitigation of this hazard may be accomplished by adherence to federal, state and manufacturer safety standards. Proper packaging, storage and handling will assist in elimination of hazardous materials incidents. Historical data was collected from Carroll County Fire Department and Emergency Management, Carrollton Fire Department, Georgia Department of Natural Resources and the Environmental Protection Division.

b. Hazard Profile

Hazardous materials are prevalent in Carroll County. They are used, stored, and transported via truck, railway and pipe across the county, ranging from the combustible to corrosive substances. As seen in the county profile above, Norfolk-Southern runs an east-west and north-south line, while Plantation Pipeline (shown) and Colonial Gas both have pipelines in Carroll County. Since 2010, there have been 55 reported hazardous materials spills in Carroll County to the Georgia Environmental Protection Division, ranging from industrial sites to transportation-related incidents, averaging 11 per year. These numbers do not include routine calls for natural gas leaks or small fuel spills. The large number of instances is partly due to the county's large industrial base, allowing for the possibility of fixed-facility spills, as well as to the presence of the Interstate 20 corridor, accounting for some of the transportation-related events. A complete list of reported hazardous materials incidents can be found in Appendix H, and a copy of the 2008 Commodity Flow Study is in Appendix G. There is a high probability of a hazardous materials spill in the county.

The railroad system in Carroll County is an area where there is a potential for hazardous material spills. For planning purpose, Norfolk-Southern has provided Carroll County Emergency Management with a log of substances transported along the railway, including the corrosive and combustible.

Waste Isolation Pilot Plant Recovery (Nuclear)

In addition to hazardous materials, nuclear waste is also being transported via Interstate 20 from the Savannah River site to Carlsbad, New Mexico for storage in a salt mine. Through GEMA/FEMA, local first responders are receiving training on how to deal with a nuclear spill in the unlikely event of an occurrence. On a much smaller scale, nuclear materials are used for such healthcare procedures such as radiation therapy and must be treated with safety precautions.

c. Assets Exposed to Hazard

The most prevalent asset damaged during a hazardous materials release is the environment. The waterways tend to have the highest impact (with air quality issues dissipating over time). The waterways in Carroll County which are most susceptible to hazardous materials spills are the Little Tallapoosa River and Lake Buckhorn due to their location along Interstate 20. Another waterway susceptible to spills is the Lake Seaton Reservoir, a 600-acre lake which supplies the drinking water to Carroll County. It should also be noted that one of the largest chemical fixed facility users in Carroll County is located within ½ mile of Tanner Medical Center- Carrollton, the largest healthcare provider.

d. Estimate of Potential Losses

The damage to the environment due to hazardous materials spills cannot be estimated. The permanent damage to a critical facility due to a fixed facility spill has not been recorded. Values below assume 100% losses. A list of Critical Facilities including estimated values can be found in Appendix C.

Table 3.17: Total Property Losses for Carroll County on a Percentage Basis for Hazardous Materials Spills

Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844

Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency

e. Land Use and Development Trends

Per the Carroll County Future Land Use Map, Commercial and Industrial sites are encouraged in more appropriate areas designated for that use, away from residential neighborhoods. This helps to limit exposure to residents. With its many transportation corridors, Carroll County is vulnerable to a hazardous materials release.

Because of a strong Local Emergency Planning Committee and the use of best management practices by local industry, the county's vulnerability to hazardous materials has declined since the last plan. There is a medium risk of occurrence.

f. Multi-Jurisdictional Concerns

Hazardous materials incidents have been recorded in all Carroll County jurisdictions. Those jurisdictions that fall along the I-20, US-78, SR-61, US-27, and SR-16 as well as the jurisdictions surrounding the railroad corridors are the most susceptible to transportation-related events.

g. Hazard Summary

Hazardous materials spills are a common occurrence in Carroll County, although with best management practices this has declined in recent years with fewer occurrences. The county is still moderately vulnerable. Mitigation plans must be executed to reduce the threat to lives and property as a result of hazardous materials releases. Mitigation strategies specific to this threat can be found in IV. B. 1 of this document.

2. Dam Failure

a. Hazard Identification

The potential failure of a dam may result in people living downstream being in imminent danger of flooding. Weather, structural changes, and chemical agents can impact a dam. Reservoir sedimentation can significantly reduce flood control capacity. Protective construction of dams may assist in mitigating such a hazard. The Hazard Mitigation Plan Steering Committee gathered research from the Georgia Department of Natural Resources during its research on dam failures in Carroll County.

b. Hazard Profile

Eight dam failures were recorded since 1999. The dams involved included: Fairfield Plantation (leak), Papillion (failure of principal spillway), Sioux (breach of spillway), and Legion (overtopping), farm pond on Four Notch Road (dam failure), Lake Seaton (spillway), Twin Lakes (overtopping), Paynes Lake (Spillway Activation). Because of the oversight of county dams, there is a medium to low probability of dam failure in any given year.

There are 116 dams in Carroll County. Of these Twenty-five (25) are high hazard dams. They include the dams at:

Table 3.18: High Hazard Dams
Lake Carroll
George Lake
H.C Seaton Lake
Jerry Driver Pond
Little Tallapoosa River STR #13
Little Tallapoosa River STR #21
Little Tallapoosa River STR #25
Little Tallapoosa River STR #29
Little Tallapoosa River STR #30
Little Tallapoosa River STR #31
Little Tallapoosa River STR #36
Little Treasure Lake

Lower Little Tallapoosa River #35
Lower Little Tallapoosa River #36
Lower Little Tallapoosa River #82
Lower Little Tallapoosa River #86
Plant Wansley Main Storage Lake
H.C. Seaton Reservoir #2
Richard's Lake
Sharpe Creek
Sharpe Creek Reservoir Lake
Snake Creek Reservoir
Sunset Hills Country Club Lake
Tara Lake
Walkers Lake

Georgia Safe Dams

c. Assets Exposed to Hazard

There are 116 dams in Carroll County which are exposed to the potential for failure. There are also numerous residences and agricultural properties located close to these dams. Approximately 1% of the properties in Carroll County are in a flood zone. Each individual dam will have a different number and value of properties associated with it.

d. Estimate of Potential Losses

It is difficult to extrapolate the potential damage from a dam failure without knowing the type of break, the extent of the break and other factors. For this reason, the standard 25%, 50%, 75%, and 100% damage estimates were performed on all properties county-wide.

Table 3.19: Total Property Losses for Carroll County on a Percentage Basis for Dam Failure				
Structure Type and Amount of Structures	**Value**	**75%**	**50%**	**25%**
Residential	$5,064,949,523	$3,798,712,142	$2,532,474,762	$1,266,237,381
Commercial	$178,541,553	$133,906,165	$89,270,777	$44,635,388
Industrial	$1,347,439,350	$1,010,579,513	$673,719,675	$336,859,838
Agricultural	$452,197,995	$339,148,496	$226,098,998	$113,049,499
Critical Facilities	$841,203,374	$630,902,531	$420,601,687	$210,300,844
Values provided by the Carroll County Tax Assessors and Carroll County Emergency Management Agency				

e. Land Use Development Trends

Carroll County is making significant efforts to reduce building in a flood hazard districts through zoning. Carroll County and its municipalities participate in the National Flood Insurance Program (NFIP). The 2012 Edition of the International Building Codes, which were adopted by Carroll County and its municipalities, provide reasonable guidance for development within flood prone areas.

The Carroll County Emergency Management Agency in conjunction with Carroll County Community Development is looking to map high hazard dams and their spill ways. This will help restrict residential growth from hazardous areas.

In 2018, a state rule change prompted Carroll County, other local jurisdictions and private landowners to complete an Emergency Action Plan (EAP) for all Category 1 Dams. An Emergency Action Plan or EAP is a formal plan that identifies potential emergency conditions at a dam and outlines procedures to follow to minimize damage and potential loss of life. Having an effective EAP is critical to reducing the risk of property damage and loss of life from a dam failure. An EAP includes inundation mapping that describes the potential direction and timing of the water flow in a dam break scenario and allows public safety to plan accordingly.

f. Multi-Jurisdictional Concerns

There is no way to determine with any statistical significance whether dams in one area of Carroll County are in danger of failure more than others (as most are similar in construction and age).

g. Hazard Summary

The potential for dam failure in Carroll County is great due to the presence of 116 dams (25 Category I), but because of their maintenance and participation in the Safe Dams program, the county is at a low probability for dam failure. If dam failure occurred, there is a possibility of significant damage to life and/or property. Mitigation efforts for dam failures are in IV. B. 2.

Chapter IV. Mitigation Strategies

For 2020 Update:

Every jurisdiction has at least one mitigation action item, and there are multiple mitigation items shared by all.

In Chapter 4, all action steps were evaluated by the respective jurisdictions and updated for all hazards. The STAPLEE Method (described in Chapter I. E.) was utilized to prioritize action steps and to identify new ones. Completed action steps and ones no longer being considered were removed and placed on the completion lists in each respective section.

The following Action Items have been added to address flooding:

Improve drainage between Tanner Street and Old City Hall Avenue (Carrollton).

Improve drainage at West Reese Street (Carrollton).

Improve drainage at Johnson Ave (Carrollton).

Improve drainage between Johnson Ave and City Hall Ave (Carrollton).

Improve drainage between West Reese Street and Hwy 27 (Carrollton).

The following Action Items have been added to address drought:

Add a Raw Water Holding Pond at the Water Treatment Plant (Carrollton).

Improve Stripling Chapel Rd water main (Carrollton).

Add water tanks (Carrollton).

Upgrades to water system (Roopville)

The following Action Items have been added to address all hazards:

Research, purchase and installation of a Natural Gas Generator for Bremen Waste Water Lift Station at I-20.

Purchase and distribute NOAA Weather Radios to cover all major buildings on the UWG Campus

Improve emergency access road to Mount Zion Middle School (Mount Zion)

The following Action Items have been completed and will be removed from the Mitigation Strategies:

Develop a procedure for and initiate routine drainage system maintenance to ensure all storm drains are free of debris (completed in the MS4 Area in north Carroll.

Conduct an engineering study comparing base flood elevation to the emergency spillway elevation on all category one (1) dams – completed via the Georgia Safe Dams EAP requirement.

Replace bridge on Carrollton Tyus Rd (to be completed by June 2020)

Install culverts on Kansas and Agnes Streets at Lake Buckhorn.

Replace the culvert at the creek on Davenport Mill Road (near Caldwell Road) with a larger diameter culvert.

Replace the culvert at Shadow Lake Drive with a larger diameter culvert.

Replace the culvert on Little Joe Road with a larger diameter culvert.

Replace the culvert on Martin Road with a larger diameter culvert.

Replace the culverts at Holliday Overlook with a larger diameter culvert.

Address drainage issues on Vanwert Rd (before the railroad tracks).

Replace (or install) culvert on Brickyard Rd with a larger diameter culvert.

Replace (or install) culvert on East Wayside Rd with a larger diameter culvert.

Replace (or install) culvert on Four Notch Rd with a larger diameter culvert.

Replace (or install) culvert on Harman Ln with a larger diameter culvert.

Replace (or install) culvert on Oak Grove Church Rd at Nugget Rd with a larger diameter culvert.

Replace (or install) culvert on Old Word Rd with a larger diameter culvert.

Replace (or install) culvert on Smyrna Church Rd with a larger diameter culvert.

Replace (or install) culvert on Wiley Wilson Rd with a larger diameter culvert.
Replace (or install) culvert on Whooping Creek Rd with a larger diameter culvert.

Replace (or install) culvert on Yancey Rd with a larger diameter culvert.

Replace (or install) culvert on Old Carrollton Rd (off Hwy 61) with a larger diameter culvert.

Replace (or install) culvert on Mount Olive Church Rd with a larger diameter culvert – completed in 2 places.

Replace (or install) culvert on East Wayside Rd with a larger diameter culvert.

Replace (or install) culvert on Spruill Creek Rd with a larger diameter culvert.

Upgrade culverts on Almon Rd. at Lake Carroll Blvd.

Address drainage issues on Ben Scott Blvd.

Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Water Treatment Plant.

Research, purchase and installation of a portable Natural Gas Generator for Carrollton Waste Water Life Stations.

Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Waste Water Little Tallapoosa Lift Station.

Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Waste Water Buffalo Creek Lift Station.

Research, purchase and installation of a portable Natural Gas Generator for Carrollton Fire Station #22.

Build a state-of-the-art Emergency Operations Center (EOC)

Accurately plot in GIS the location of each category (1) and (2) dam and their emergency spillways (Completed for Category 1 dams. No longer being considered for Category 2).

Improve Lake Carroll dam/spillway based on assessment.

Construct emergency access road to Mount Zion Middle School

The following Action Items are amended:

Install generator back-up at all critical facilities in Carroll County. This has been completed for the City of Carrollton, and they are no longer listed as Responsible Organization.

Research, purchase and installation of a portable Natural Gas Generator for Bowdon Waste Water Plant and Lift Stations 11 (Amended to include Water Plant and Police Station/EOC).
Improve Lake Carroll dam/spillway based on assessment (downgraded from Category 1, spillway improvements completed).

For 2016 Update:

In Chapter 4, all action steps were evaluated by the respective jurisdictions and updated for all hazards. The STAPLEE Method (described in Chapter I. E.) was utilized to prioritize action steps and to identify new ones. Completed action steps and ones no longer being considered were removed and placed on the completion lists in each respective section.

Additionally, action steps now specify FEMA categories and are sorted by FEMA category in IV. C.

The following is a brief summary of changes to Mitigation Strategies:

Action Item: Replace culverts under Rome Street at John Wesley Plaza with large diameter culverts should read Bradley instead of Rome.

Action Item: Add an additional culvert on Old Five Notch Rd should read Old Four Notch Rd

Action Item: Replace bridge on Carrollton Tyus Rd. is now Replace bridge at Carrollton-Tyus Rd due to repetitive flooding and traffic hazards.

After the Christmas Eve 2015 flooding, the following action steps were added:

1. *Replace culvert on Mt. Olive Church Rd with larger diameter culvert to mitigate flooding.*
2. *Replace culvert on Oak Grove Church Rd at Nugget Rd with a larger diameter culvert.*
3. *Replace culvert on Harris Rd with a larger diameter culvert.*
4. *Replace culvert on Spruill Creek Dr. with a larger diameter culvert.*
5. *Replace culvert on Stogner Rd. with a larger diameter culvert.*
6. *Assess the flood plain of Milner Lake (off Shadow Lake Drive) to determine ways to mitigate flooding for repetitive loss properties was added.*
7. *Upgrade culverts on Almon Rd. at Lake Carroll Blvd.*
8. *Replace culvert with a box concrete culvert on Ben Scott Blvd*

Action Item: Tornado safety training for city and county employees was added.

Action item: Improve Lake Carroll dam/spillway based on assessment was added for the City of Carrollton.

Action Items: Provide cooling shelters and offer free admission to City of Carrollton Pools during extreme heat were added.

Action Item: Provide warming shelters in cases of extreme cold was added.

Additionally, a series of action items were added in response to mitigation of the 2014 Winter Storm, adding generators to critical facilities for the City of Carrollton and Carroll County.

Goals, Objectives and Action Items were added for Tropical Cyclones:

1. *Develop a readiness program to encourage citizens to prepare a storm kit in the event of an emergency.*

2. *Promote the construction of safe rooms in shelter areas and in public buildings.*
3. *Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.*
4. *Research the feasibility of using underground utilities.*
5. *Retrofit public schools with special high wind-resistant films for doors and windows.*

The following Action Steps were added under All-Hazards:

1. *Acquire a portable digital reader board to utilize during disasters.*
2. *Maintain stock of supplies and equipment for mass casualty.*
3. *Encourage best management practices in development ordinances to build stronger, more resilient communities.*
4. *Construct an emergency access road at Mount Zion Middle School.*

Action Item: Provide continual training and equipment for Community Emergency Response Team (CERT) has been amended to include Emergency Management Agency Volunteers.

Action Item: Provide confined space Haz Mat training at the county's Confined Space Training Center.

Mitigation objective to enhance workplace safety for employees of critical facilities was added.

Action Item: Develop safety flip charts for all critical facilities and provide active shooter/safety training for employees of all critical facilities were added.

A. Natural Mitigation Goals and Objectives

1. Flooding

a. Mitigation Goals

As noted in III. C. 1, flooding has caused significant damage throughout the years in Carroll County. There are (41) locations throughout the county where localized flooding is continuously a problem during heavy rains. This effects approximately 20 properties that are considered repetitive loss. The county and its cities are diligent in in pursuing mitigation strategies that improve incidents of repetitive loss and in furthering the goals of the NFIP. For more details, please see Repetitive Loss Properties in III. C. 1. c.

b. Range of Mitigation Options

The suggested mitigation options to reduce the effects of flooding in Carroll County include new policies and procedures, enhanced data collection and efforts to reduce localized flooding. The community has identified both structural and non-structural mitigation efforts to reduce the future impacts of floods on Carroll County. A proactive county Public Works Department has been responsible for upsizing many of the culverts on low lying roadways, and as such, those items have been removed from the plan.

c. Mitigation Strategies for Flooding

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. With priorities being reviewed, there was no change in priorities since the last plan. The STAPLEE method described in Chapter I was utilized to rank the projects.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Flooding

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Flooding											
Mitigation Goal 1: To minimize the losses of life and property in Carroll County due to flooding.											
Objective 1: To protect the citizens, critical facilities and critical infrastructure of Carroll County from the effects of flooding.											
1.1.1	*Continued vigilance in issuing permits on property with special flood hazard areas.*	Carroll County and Cities*	Department of Community Development	Ongoing	Staff Time	Grants and General Funds	Unknown	High	New	Prevention	23
1.1.2	*Ensuring that future dwellings comply with NFIP and the county flood ordinance.*	Carroll County and Cities*	Department of Community Development	Ongoing	Staff Time	Grants, General Funds, SPLOST	Unknown	High	New	Prevention	23
1.1.3	*Inventory and plot in Geographical Information Systems (GIS) all drain facilities on public property (right of ways).*	Carroll County and Cities*	Department of Community Development	1 year	$1,200,000	Grants and General Funds	$20,000,000	Low	Both	Property Protection	23
1.1.4	*Install water level monitoring devices on all category one (1) dams and on all major tributaries in Carroll County.*	Carroll County	Carroll County EMA	2 years	$25,000	Grants and General Funds	Unknown	Medium	Existing	Emergency Services	18
1.1.5	*Enhance warning system below Lake Seaton Dam.*	Carroll County Water Authority	Carroll County EMA	1 year	$100,000	Grants, General Funds, SPLOST	Unknown	High	Both	Emergency Services	14
1.1.6	*Conduct a study to properly size culverts to drainage basins.*	Carroll County	Carroll County Public Works	3 years	$200,000	Grants, General Funds, SPLOST	$20,000,000	Medium	Both	Property Protection	14

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

Mitigation Actions: Flooding

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Flooding											
Mitigation Goal 1: To minimize the losses of life and property in Carroll County due to flooding.											
Objective 2: To reduce the incident rates of localized flooding in Carroll County.											
1.2.1	*Assess the flood plain of Milner Lake (off Shadow Lake Drive) to determine ways to mitigate flooding for repetitive loss properties.*	Carroll County	Public Works and Transportation	1 year	Staff Time	Grants, General Funds, SPLOST	Unknown	High	Existing	Prevention	13
1.2.2	*Replace the bridge at McIntosh Reserve.*	Carroll County	Public Works and Transportation	1 year	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	Structural Projects	19
1.2.3	*Install bridge on Bagwell Road.*	Carroll County	Public Works and Transportation	3 years	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	Structural Projects	19
1.2.4	*Replace bridge at Victory Church Road at Victory Dashboard.*	Carroll County	Public Works and Transportation	2 years	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	Structural Projects	19
1.2.5	*Replace the culvert on Holder Road (at creek) with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 years	$25,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.6	*Add an additional culvert on Old Four Notch Rd.*	Carroll County	Public Works and Transportation	1 year	$25,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.7	*Install a culvert at creek on Campground Road.*	Carroll County	Public Works and Transportation	1 year	$8,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.8	*Replace the culvert on Craven- Roopville Veal Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19

Mitigation Actions: Flooding

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Flooding											
Mitigation Goal 1: To minimize the losses of life and property in Carroll County due to flooding.											
Objective 2: To reduce the incident rates of localized flooding in Carroll County.											
1.2.9	*Replace the culvert on Tanyard Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.10	*Install a culvert at creek on Denny Road.*	Carroll County	Public Works and Transportation	2 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.11	*Install a culvert at creek on Wantland Road.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.12	*Property acquisitions/raze homes at Old Bremen Road (Carrollton) to NFIP compliance/ standards.*	Carroll County	Public Works and Transportation	3 years	$1,000,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.13	*Replace culverts under Bradley Street at John Wesley Plaza with larger diameter culverts.*	City of Carrollton	Public Works and Transportation	2 years	$500,000	General Funds, SPLOST, Private Investment	Unknown	High	Both	Property Protection	19
1.2.14	*Property acquisitions/address drainage at River and House Streets to NFIP compliance/ standards.*	City of Carrollton	City of Carrollton Housing Authority	2 years	$2,000,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.15	*Replace the culvert at Old Bremen Road with a larger diameter culvert.*	City of Temple	Public Works and Transportation	2 years	$10,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19

Mitigation Actions: Flooding

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Flooding											
Mitigation Goal 1: To minimize the losses of life and property in Carroll County due to flooding.											
Objective 2: To reduce the incident rates of localized flooding in Carroll County.											
1.2.16	*Replace the culvert at Rome Street with a larger diameter culvert.*	City of Temple	Public Works and Transportation	1 year	$10,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.17	*Replace the culvert at Rainey Road with a larger diameter culvert.*	City of Temple	Public Works and Transportation	1 year	$8,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.18	*Address drainage issues at Baskin St at Carrollton St.*	City of Temple	Public Works and Transportation	2 year	$10,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.19	*Replace Old Tanyard Road Steam Culvert*	City of Villa Rica	Public Works and Transportation	2 years	$30,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.20	*Property acquisitions/raze businesses at Bankhead at South Dogwood to NFIP compliance/ standards.*	City of Villa Rica	Public Works and Transportation	3 years	$2,000,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.21	*Address drainage issues at Rockmart and 2nd St.*	City of Villa Rica	Public Works and Transportation	1 year	$50,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.22	*Replace the West View Drive culvert with a larger diameter culvert.*	City of Villa Rica	Public Works and Transportation	3 years	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19

Mitigation Actions: Flooding

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Flooding											
Mitigation Goal 1: To minimize the losses of life and property in Carroll County due to flooding.											
Objective 2: To reduce the incident rates of localized flooding in Carroll County.											
1.2.23	*Replace (or install) culvert on Bagwell Rd with a larger diameter culvert.*	Carroll County	Public Works and Transportation	3 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.24	*Replace (or install) culvert on Daniel Rd in Bowdon with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.25	*Install an additional culvert on Highway 101 at the Hickory Point Subdivision.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.26	*Replace the culvert on Horsley Drive with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.27	*Replace the culvert on J.C. Daniel Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.28	*Replace the culvert on Grimmett Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.29	*Replace the culvert on Yates Lane with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.30	*Replace culvert at Amberwood Lane with a larger diameter culvert.*	Carroll County	Public Works and Transportation	3 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19

Mitigation Actions: Flooding

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
				Flooding							
1.2.31	*Replace the culvert at Villa Rosa Rd with a larger diameter culvert.*	Carroll County	Public Works and Transportation	3 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.32	*Address drainage issues at Spring St. and S. Carroll.*	Carroll County	Public Works and Transportation	3 years	$50,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.33	*Address drainage issues at Old Stone and Punkintown.*	Carroll County	Public Works and Transportation	3 years	$50,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.34	*Improve drainage between Tanner Street and Old City Hall Avenue*	City of Carrollton	Public Works and Transportation	1 year	$200,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.35	*Improve drainage at West Reese Street.*	City of Carrollton	Public Works and Transportation	1 year	$800,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.36	*Improve drainage at Johnson Ave.*	City of Carrollton	Public Works and Transportation	3 years	$400,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.37	*Improve drainage between Johnson Ave and City Hall Ave.*	City of Carrollton	Public Works and Transportation	2 years	$200,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19
1.2.38	*Improve drainage between West Reese Street and Hwy 27.*	City of Carrollton	Public Works and Transportation	4 years	$200,000	Grants, General Funds, SPLOST	Unknown	High	Both	Property Protection	19

d. Multi-Jurisdictional Considerations

Flooding events have affected all areas of Carroll County. All municipalities in Carroll County are participants in flood planning, education and mitigation activities.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept abreast of the hazards affecting them and the mitigation effort to alleviate potential situations. Many of the public awareness campaigns are all-hazard in nature and include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from Plan

The Carroll County Public Works Director Charles Pope recently commented after a flooding event in December 2015 that the situation would have been much worse had the county not mitigated the culverts after the 2009 floods, when 84 road projects were upsized. Carroll County has made significant strides in mitigating flooding in the community. Some of the strategies have been significant and beneficial to reducing loss of life and property from flooding throughout Carroll County. Among those completed are the following:

For the 2020 Update:

1. Develop a procedure for and initiate routine drainage system maintenance to ensure all storm drains are free of debris (completed in the MS4 Area in north Carroll.)
2. Conduct an engineering study comparing base flood elevation to the emergency spillway elevation on all category one (1) dams – completed via the Georgia Safe Dams EAP requirement.
3. Replace bridge on Carrollton Tyus Rd (to be completed by June 2020)
4. Install culverts on Kansas and Agnes Streets at Lake Buckhorn.
5. Replace the culvert at the creek on Davenport Mill Road (near Caldwell Road) with a larger diameter culvert.
6. Replace the culvert at Shadow Lake Drive with a larger diameter culvert.
7. Replace the culvert on Little Joe Road with a larger diameter culvert.
8. Replace the culvert on Martin Road with a larger diameter culvert.
9. Replace the culverts at Holliday Overlook with a larger diameter culvert.
10. Address drainage issues on Vanwert Rd (before the railroad tracks).
11. Replace (or install) culvert on East Wayside Rd with a larger diameter culvert.
12. Replace (or install) culvert on Four Notch Rd with a larger diameter culvert.
13. Replace (or install) culvert on Harman Ln with a larger diameter culvert.
14. Replace (or install) culvert on Oak Grove Church Rd at Nugget Rd with a larger diameter culvert.
15. Replace (or install) culvert on Old Word Rd with a larger diameter culvert.
16. Replace (or install) culvert on Smyrna Church Rd with a larger diameter culvert.
17. Replace (or install) culvert on Whooping Creek Rd with a larger diameter culvert.
18. Replace (or install) culvert on Yancey Rd with a larger diameter culvert.
19. Replace (or install) culvert on Old Carrollton Rd (off Hwy 61) with a larger diameter culvert.

20. Replace (or install) culvert on Mount Olive Church Rd with a larger diameter culvert – completed in 2 places.
21. Replace (or install) culvert on East Wayside Rd with a larger diameter culvert.
22. Replace (or install) culvert on Spruill Creek Rd with a larger diameter culvert.
23. Upgrade culverts on Almon Rd. at Lake Carroll Blvd.
24. Address drainage issues on Ben Scott Blvd.

For 2016 Update:

1. Replace the culvert on Rocky Branch Road (across from car wash) with a larger diameter culvert.
2. Install a bridge on Lake Drive (past Luther Circle) to replace the culvert.
3. Replace the Wiley Wilson Road culvert with a larger diameter culvert.
4. Replace the Brickyard Road (east of bridge) culvert with a larger diameter culvert.
5. Replace the bridge at Laurel Road.
6. Raze homes on Valley Circle.
7. Replace culvert at 408 Candler Street.
8. Replace culvert at Punkintown and Old Stone Road.

Previously completed:

1. Develop new county and city soil erosion and sediment ordinances in order to further protect valuable water resources.
2. Develop Watershed Management Plans and Source Water Protection Plans to ensure protection of water quality.
3. Update the FEMA flood map for Carroll County and its municipalities- Updated in 2008.
4. Install additional drainage on Lovvorn Road at Brumbelow Road- Completed in 2009.
5. Replace the Old Jones Road culvert with a larger diameter culvert- Damaged in flooding (DR-1858) and repaired.
6. Replace the culvert on Cumbie Road with a larger diameter culvert- Damaged in flooding (DR-1858) and repaired.
7. Replace the bridge on Horsley Mill Road- Damaged in flooding (DR-1858) and repaired.
8. Install a bridge on Holmes Road- Culverts upgraded by the county in 2007.

The following action steps from the previous plan were removed because they were no longer found as a threat to Carroll County:

For 2016 Update:

1. Replace the bridge on Bankhead Highway at Lake Carroll.
2. Property acquisitions/raze homes on Molete Street to NFIP compliance/ standards.
3. Raise Strickland and Blandenburg Roads where they cross Richards Lake (culvert work was performed there instead.)

Previously removed:

1. Install an additional culvert on Moss Ferry Road (at the lake).
2. Install a larger culvert on Lakeview Drive.
3. Build road up at low points on Tallapoosa between Muse Bridge and Northside Drive.

4. Add additional culvert on Cavender Creek Road.
5. Replace the culvert on Truitt Road.

g. Unchanged Action Steps

The Hazard Mitigation Plan Steering Committee found that some of the action steps from the previous plan had either not been completed or were still a hazard to the citizens of Carroll County. The steps that remain unchanged include:

1. Add an additional culvert on Old Four Notch Road.
2. Address drainage issues at Baskin St at Carrollton St.
3. Address drainage issues at Rockmart and 2nd St.
4. Address drainage issues at Spring St. and S. Carroll.
5. Address drainage issues at Old Stone and Punkintown.
6. Assess the flood plain of Milner Lake (off Shadow Lake Drive) to determine ways to mitigate flooding for repetitive loss properties.
7. Conduct a study to properly size culverts to drainage basins.
8. Continued vigilance in issuing permits on property with special flood hazard areas.
9. Enhance warning system below Lake Seaton Dam.
10. Ensuring that future dwellings comply with NFIP and the county flood ordinance.
11. Install a culvert at creek on Campground Road.
12. Install a culvert at creek on Denny Road.
13. Install a culvert at creek on Wantland Road.
14. Install an additional culvert on Highway 101 at the Hickory Point Subdivision.
15. Install bridge on Bagwell Road.
16. Install water level monitoring devices on all category one (1) dams and on all major tributaries in Carroll County.
17. Inventory and plot in GIS all drain facilities on public property.
18. Property acquisitions/raze businesses at Bankhead at South Dogwood to NFIP compliance/ standards.
19. Property acquisitions/raze homes at Old Bremen Road (Carrollton) to NFIP compliance/ standards.
20. Property acquisitions/address drainage at River and House Streets to NFIP compliance/standards.
21. Replace culverts under Bradley Street at John Wesley Plaza with larger diameter culverts.
22. Replace (or install) culvert on Bagwell Rd with a larger diameter culvert.
23. Replace (or install) culvert on Daniel Rd in Bowdon with a larger diameter culvert.
24. Replace bridge at Victory Church Road at Victory Dashboard.
25. Replace Old Tanyard Road Steam Culvert
26. Replace the Bridge at McIntosh.
27. Replace culvert at Amberwood Lane with a larger diameter culvert.
28. Replace the culvert at Old Bremen Road with a larger diameter culvert.
29. Replace the culvert at Rainey Road with a larger diameter culvert.
30. Replace the culvert at Rome Street with a larger diameter culvert.
31. Replace the culvert in Craven-Roopville Veal Road with a larger diameter culvert.
32. Replace the culvert on Grimmett Road with a larger diameter culvert.
33. Replace the culvert on Holder Road (at creek) with a larger diameter culvert.
34. Replace the culvert on Horsley Drive with a larger diameter culvert.

35. Replace the culvert on J.C. Daniel Road with a larger diameter culvert.
36. Replace the culvert on Tanyard Road with a larger diameter culvert (amended wording).
37. Replace the culvert on Yates Lane with a larger diameter culvert.
38. Replace the culvert at Villa Rosa Rd with a larger diameter culvert.
39. Replace the West View Drive culvert with a larger diameter culvert.

2. Tornadoes

a. Mitigation Goals

The potential for significant damage to property and crops as well as injuries and or deaths are often associated with tornadoes. There is a great need for advanced planning due to the major consequences of this type of event. There are also several courses of action which could greatly increase the survival chances of vulnerable populations while also reducing the overall damages to facilities.

b. Range of Mitigation Options

The suggested mitigation options for tornadoes in Carroll County provide enhanced sheltering options as well as options for more sustainable facilities. These mitigation efforts include both structural and non-structural programs. Modifications to structures should be made to enhance structural integrity in order to minimize loss of life and damage to property. The non-structural projects identify policies and procedures that need to be implemented to reduce overall chances of damage due to a tornado.

c. Mitigation Strategies for Tornadoes

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority. The Hazard Mitigation Plan Steering Committee gave projects a priority of low, medium, and high, and a STAPLEE review was conducted to rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Tornadoes

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Tornadoes											
Mitigation Goal 2: To minimize the losses of life and property due to tornadoes in Carroll County.											
Objective 1: To reduce the effects of high winds from tornadoes on residential, commercial and governmental properties.											
2.1.1	*Perform tornado safety training for the government employees.*	Carroll County and Cities*	Carroll County EMA and municipal police+	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	Public Education and Awareness	23
2.1.2	*Retrofit public schools with special high wind-resistant films for doors and windows.*	Carroll County School System and Carrollton City Schools	Carroll County EMA	3 years	$2,000,000	Grants and General Funds	Unknown	High	Both	Property Protection	21
2.1.3	*Research the feasibility of using underground utilities.*	Georgia Power, Carroll EMC, Others	Carroll County EMA	3 years	$50,000	State and Federal Grants	Unknown	Medium	Both	Property Protection, Structural Projects	19
2.1.4	*Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.*	Carroll County	Carroll County EMA	3 years	Staff Time	State and Federal Grants	Unknown	Medium	Both	Structural Projects	17
2.1.5	*Promote the construction of safe rooms in shelter areas and in public buildings.*	Carroll County	Carroll County EMA	3 years	$5,000,000	Grants and General Funds	Unknown	Medium	Both	Structural Projects	16

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg
+Municipal police refers to Bremen, Bowdon, Carrollton, Mount Zion, Temple and Villa Rica

d. Multi-Jurisdictional Considerations

Tornadoes have affected all areas of Carroll County. All of the municipalities in Carroll County should be participants in tornado mitigation activities. There is no significant difference in the risk for a tornado between any of the municipalities in Carroll County. The random nature of tornadoes requires that all areas of the county be prepared for these events.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential situations. Many of the public awareness campaigns are all-hazard in nature and include: educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from Plan

The Hazard Mitigation Plan Steering Committee found that the county has worked diligently to reduce the loss of life and property as a result of tornadoes. The following step was completed:

In 2016:

1. Implement a county wide mandate requiring enhanced anchoring of manufactured homes.

g. Unchanged Action Steps

Because many of the action steps from the previous plan are not shown as completed or deleted doesn't mean that progress has not been made. The following steps remain unchanged:

1. Promote the construction of safe rooms in shelter areas and in public buildings.
2. Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.
3. Research the feasibility of using underground utilities.
4. Retrofit public schools with special high wind-resistant films for doors and windows.
5. Perform tornado safety training for the government employees.

3. Severe Thunderstorms

a. Mitigation Goals

Thunderstorm winds and lightning have caused numerous injuries and deaths and millions of dollars in property damages to Carroll County over the past 45 years. There is a great need to reduce the risk to lives and property due to this hazard. There is a lot of overlap for mitigation needs for thunderstorm winds and tornadoes, therefore this section mainly deals with mitigation solutions to lightning events.

b. Range of Mitigation Options

Possible mitigation options for severe storms including early warning devices and property protection systems. The early warning devices should allow residents to take shelter before the storm approaches. These suggestions may also result in changes to current policies.

c. Mitigation Strategy for Thunderstorm Winds and Lightning

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority. The Hazard Mitigation Plan Steering Committee gave projects a priority of low, medium, and high, and the STAPLEE method was used to rank the action steps. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Thunderstorms

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Severe Thunderstorms											
Mitigation Goal 3: To minimize the losses of life and property due to thunderstorm winds and lightning in Carroll County.											
Objective 1: To protect people and property from the effects of electrical storms in Carroll County.											
3.1.1	*Distribute severe weather preparedness literature at appropriate/ identified events.*	Carroll County	Carroll County EMA	Ongoing	$2,000	General Fund, State and Federal Grants	Unknown	High	Both	Public Education and Awareness	23
3.1.2	*Provide National Oceanic and Atmospheric Administration (NOAA) weather radios to identified citizens from at-risk populations.*	Carroll County	Carroll County EMA	Ongoing	$5,000	Grants and General Funds	Unknown	High	Both	Public Education and Awareness	23
3.1.3	*Install generator back-up at all critical facilities in Carroll County.*	Carroll County and Cities* except Carrollton	Carroll County EMA	5 years	$10,000,000	Grants and General Funds	Unknown	Medium	Both	Property Protection	19
3.1.4	*Install surge protectors on critical facilities' electronic equipment in essential county and city facilities.*	Carroll County and Cities*	Carroll County EMA	5 years	$250,000	Grants and General Funds	Unknown	High	Both	Property Protection	18
3.1.5	*Equip all county and city recreation parks with lightning detectors.*	Carroll County and Cities*	Parks and Recreation Departments+ and Carroll County EMA	3 years	$36,000	Grants and General Funds	Unknown	High	Both	Property Protection	17

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg
+Parks and Recreation refers to Bremen, Bowdon, Carrollton, Mount Zion, Temple, Villa Rica and Carroll County

d. Multi-Jurisdictional Considerations

All of Carroll County will be considered when developing mitigation strategies related to thunderstorm winds and lightning. Thunderstorms have caused damage in all areas of the counties in the past. There is no significant difference in the risks and vulnerabilities each of the jurisdictions. As a result, all mitigation strategies will have a county wide focus.

e. Public Information and Awareness Strategies

The Carroll County public safety community is taking all-hazards approach to community awareness programs. Thunderstorm winds and lightning events are portions of this all-hazards program. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

There were no completed or deleted action steps in reference to thunderstorms and lightning.

g. Unchanged Action Steps

The following action steps are ongoing or have not been completed:

1. Equip all county and city recreation parks with lightning detectors
2. Install surge protectors on critical facilities' electronic equipment in essential county and city buildings
3. Install generator back-up at all critical facilities in Carroll County. (Note the City of Carrollton has completed this for all Critical Facilities in city limits and removed from Responsible Organizations.)
4. Distribute severe weather preparedness literature at appropriate/ identified events.
5. Provide National Oceanic and Atmospheric Administration (NOAA) weather radios to identified at-risk populations.

4. Tropical Cyclones

a. Mitigation Goals

Tropical cyclones have caused numerous injuries and deaths and millions of dollars in property damages to Carroll County over the past 45 years. There is a great need to reduce the risk to lives and property due to this hazard. There is some overlap for mitigation needs for tropical cyclones with those of severe thunderstorms and tornadoes.

b. Range of Mitigation Options

Possible mitigation options for tropical cyclones include active citizen preparedness and best management practices for building.

c. Mitigation Strategy for Tropical Cyclones

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. This is a new plan category for 2016.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Tropical Cyclones

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Tropical Cyclones											
Mitigation Goal 4: To minimize the losses of life and property due to tropical cyclones in Carroll County.											
Objective 1: To protect people and property from the effects of electrical storms in Carroll County.											
4.1.1	*Develop a readiness program to encourage citizens to prepare a storm kit in the event of an emergency.*	Carroll County	Carroll County EMA	Ongoing	$10,000	General Fund, State and Federal Grants	Unknown	High	Both	Public Education and Awareness	21
4.1.2	*Retrofit public schools with special high wind-resistant films for doors and windows.*	Carroll County School System and Carrollton City Schools	Carroll County EMA	3 years	$2,000,000	Grants and General Funds	Unknown	High	Both	Property Protection	20
4.1.3	*Promote the construction of safe rooms in shelter areas and in public buildings.*	Carroll County and Cities*	Carroll County EMA	3 years	$5,000,000	Grants and General Funds	Unknown	Medium	Both	Property Protection	18
4.1.4	*Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.*	Carroll County	Carroll County EMA	3 years	Staff Time	State and Federal Grants	Unknown	Medium	Both	Structural Projects	17
4.1.5	*Research the feasibility of using underground utilities.*	Georgia Power, Carroll EMC, Others	Carroll County EMA	3 years	$50,000	State and Federal Grants	Unknown	Medium	Both	Property Protection, Structural Projects	15

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

All of Carroll County will be considered when developing mitigation strategies related to tropical cyclones. Tropical Cyclones have caused damage in all areas of the county in the past. There is no significant difference in the risks and vulnerabilities between each of the jurisdictions. As a result, all mitigation strategies will have a county wide focus.

e. Public Information and Awareness Strategies

The Carroll County public safety community is taking all-hazards approach to community awareness programs. Tropical cyclonic events are portions of this all-hazards program. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

There were no completed or deleted action steps in reference to tropical cyclones.

g. Unchanged Action Steps

1. Promote the construction of safe rooms in shelter areas and in public buildings.
2. Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.
3. Research the feasibility of using underground utilities.
4. Retrofit public schools with special high wind-resistant films for doors and windows.
5. Develop a readiness program to encourage citizens to prepare a storm kit in the event of an emergency.

5. Winter Storms

a. Mitigation Goals

Although winter storms are not a frequent occurrence in Carroll County, they have the potential to cause extensive problems when they do occur. The county and municipalities do not have the proper equipment to efficiently deal with snow and ice removal.

b. Range of Mitigation Goals

The major mitigation need for Carroll County in relation to winter storms is the purchase of the proper equipment to keep roadways clear and critical facilities operating. The infrequency of winter storms would make structural projects impractical. Most past damages and injuries were due to icy road conditions and downed trees. Mitigation efforts will focus on reducing these adverse conditions.

c. Mitigation Strategy for Winter Storms

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and prioritize them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Winter Storms

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Winter Storms											
Mitigation Goal 5: To minimize the losses of lives and property due to winter storms in Carroll County.											
Objective 1: Protect people and property from the effects of winter storms in Carroll County.											
5.1.1	*Distribute severe winter weather preparedness literature at appropriate/ identified community events.*	Carroll County	Carroll County EMA	Ongoing	$5,000	General Fund, State and Federal Grants	Unknown	High	Both	Public Education and Awareness	23
5.1.2	*Research, purchase and installation of a portable Natural Gas Generator for Bowdon Waste Water Plant and Lift Stations, Water Plant and Police Station/EOC.*	City of Bowdon	Carroll County EMA	2-3 years	$100,000-600,000	Grants and General Funds	Unknown	High	Both	Property Protection	22
5.1.3	*Research, purchase and installation of a portable Natural Gas Generator for Temple Waste Water Lift Stations (13).*	City of Temple	Carroll County EMA	2 years	$550,000	Grants and General Funds	Unknown	High	Both	Property Protection	22
5.1.4	*Purchase the equipment necessary to maintain adequate road, debris and clearing capabilities.*	Carroll County	Carroll County EMA	3 years	$300,000	Grants and General Funds	Unknown	High	Both	Emergency Services	21
5.1.5	*Research, purchase and installation of a fixed Natural Gas Generator for Carroll County Critical Facility, Emergency Shelter.*	Carroll County	Carroll County EMA	2 years	$97,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	20
5.1.6	*Purchase spreader trucks for Carroll County, the City of Carrollton, the City of Villa Rica, the City of Temple, the City of Bowdon, the City of Bremen, the City of Mt. Zion, the City of Whitesburg and the City of Roopville .*	Carroll County and Cities*	Carroll County EMA	2 years	$130,000	Grants and General Funds	Unknown	High	Both	Emergency Services	18
5.1.7	*Purchase a small sand spreader to attach to a 4-wheel drive pickup truck.*	City of Bowdon	Carroll County EMA	2 years	$15,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	18

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

Mitigation Actions: Winter Storms

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Winter Storms											
Mitigation Goal 5: To minimize the losses of lives and property due to winter storms in Carroll County											
Objective 1: Protect people and property from the effects of winter storms in Carroll County.											
5.1.8	*Purchase 4-wheel drive vehicles for emergency responders.*	Carroll County and Cities*	Carroll County EMA	1 year	$600,000	Grants and General Funds	Unknown	High	Both	Emergency Services	17
5.1.9	*Purchase a 4-wheel drive pickup truck.*	City of Bowdon	Carroll County EMA	1 year	$35,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.10	*Purchase an All Terrain Vehicle 4-wheeler*	City of Temple	Carroll County EMA	1 year	$6,500	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.11	*Purchase brush chipper.*	City of Bowdon	Carroll County EMA	1 year	$70,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.12	*Purchase brush chipper.*	City of Temple	Carroll County EMA	1 year	$70,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.13	*Purchase a 4-wheel drive Gator.*	City of Temple	Carroll County EMA	1 year	$8,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.14	*Purchase a pallet jack.*	City of Temple	Carroll County EMA	1 year	$600	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.15	*Purchase a portable 6" centrifugal pump, towable with hoses.*	City of Temple	Carroll County EMA	1 year	$21,500	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

Mitigation Actions: Winter Storms

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Winter Storms											
Mitigation Goal 5: To minimize the losses of lives and property due to winter storms in Carroll County											
Objective 1: Protect people and property from the effects of winter storms in Carroll County.											
5.1.16	*Purchase gas powered pressure washer, wand and hoses, tips operating at >/=2500 PSI.*	City of Temple	Carroll County EMA	1 year	$1,950	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
5.1.17	*Provide warming shelters during extreme cold.*	Nonprofit Emergency Shelter	City of Carrollton	Ongoing	Staff Time	Grants and General Funds	Unknown	Low	Both	Emergency Services	14

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Winter storms have affected all areas of Carroll County. All of the municipalities in Carroll County will be participants in winter storm mitigation activities as there are no significant differences in their risks and vulnerabilities.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential situations. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from Plan

1. Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Water Treatment Plant.
2. Research, purchase and installation of a portable Natural Gas Generator for Carrollton Waste Water Lift Stations.
3. Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Waste Water Little Tallapoosa Lift Station.
4. Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Waste Water Buffalo Creek Lift Station.
5. Research, purchase and installation of a fixed Natural Gas Generator for Carrollton Fire Station 22.

g. Unchanged Action Steps

The following action steps have not been completed and have been left in the plan:

1. Purchase the equipment necessary to maintain adequate road and debris and clearing capabilities.
2. Purchase spreader trucks for Carroll County, the City of Carrollton, the City of Villa Rica, the City of Temple, the City of Bowdon, the City of Bremen, the City of Mount Zion, the City of Whitesburg and the City of Roopville.
3. Purchase 4-wheel drive vehicles for emergency responders.
4. Distribute severe winter weather preparedness literature at appropriate/ identified community events.
5. Research, purchase and installation of a portable Natural Gas Generator for Bowdon Waste Water Lift Stations (12). (Scope amended to include Water Plant and Police Station/EOC)
6. Research, purchase and installation of a portable Natural Gas Generator for Temple Waste Water Lift Stations (13).
7. Research, purchase and installation of a fixed Natural Gas Generator for Carroll County Critical Facility, Emergency Shelter.
8. Purchase a small sand spreader to attach to a 4-wheel drive pickup truck.

9. Purchase a 4-wheel drive pickup truck.
10. Purchase an All-Terrain Vehicle 4-wheeler
11. Purchase brush chipper (Bowdon and Temple)
12. Purchase a pallet jack.
13. Purchase a portable 6" centrifugal pump, towable with hoses.
14. Purchase gas powered pressure washer, wand and hoses, tips operating at >/=2500 PSI.
15. Provide warming shelters during extreme cold.

6. Drought and Wildfires

a. Mitigation Goals

Droughts have had severe effects upon the southern states during the past decade. Carroll County has seen its share of water shortages as a result of the widespread droughts. Because of this, there is a great deal of concern to be better prepared for the future.

b. Range of Mitigation Goals

The main areas where mitigation projects are needed for drought conditions include expanding and enhancing the public water supply as well as increasing the public awareness to wildfire conditions.

c. Mitigation Strategy for Droughts

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Drought and Wildfires

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Drought and Wildfires											
Mitigation Goal 6: To minimize the losses of lives and property due to drought in Carroll County.											
Objective 1: To protect the people and property of Carroll County from the devastating effects of a drought.											
6.1.1	*Educate citizens and farmers about the potential negative effects that arise from extended drought conditions.*	Carroll County EMA	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	21
6.1.2	*Offer free admission to Midtown Water Park and Lakeshore Pool during heat waves.*	City of Carrollton	City of Carrollton	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Existing	Emergency Services	21
6.1.3	*Provide cooling stations during heat waves.*	Nonprofit Emergency Shelter	City of Carrollton	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Existing	Emergency Services	17
6.1.4	*Develop public awareness to promote water saving campaigns (such as low-flow water saving showerheads and toilets).*	Carroll County and Cities Water Authority/ Departments*	Carroll County EMA	Ongoing	$50,000	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	16
6.1.5	*Expand the Carroll County water system (county wide).*	Carroll County Water Authority	Carroll County Water Authority	5 years	$10,000,000	Grants and General Funds	Unknown	Medium	Both	Structural Projects	15
6.1.6	*Add a Raw Water Holding Pond at the Water Treatment Plant.*	City of Carrollton	City Water Department	2 years	$6 Million	Grants and General Funds	Unknown	Medium	Both	Structural Projects	15
6.1.7	*Improve Stripling Chapel Rd water main.*	City of Carrollton	City Water Department	3 years	$2 Million	Grants and General Funds	Unknown	Medium	Both	Structural Projects	15

*City Water Departments include Bowdon, Bremen, Carrollton, Temple, Villa Rica and Whitesburg

Mitigation Actions: Drought and Wildfires

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Drought and Wildfires											
Mitigation Goal 6: To minimize the losses of lives and property due to drought in Carroll County.											
Objective 1: To protect the people and property of Carroll County from the devastating effects of a drought.											
6.1.8	*Add water tanks.*	City of Carrollton	City Water Department	4 years	$2 Million	Grants and General Funds	Unknown	Medium	Both	Structural Projects	15
6.1.9	*Upgrades to water system*	City of Roopville	City of Roopville	4 years	$2,000,000	Grants and General Funds	Unknown	Medium	Both	Structural Projects	15
Mitigation Goal 6: To minimize the losses of lives and property due to drought in Carroll County.											
Objective 2: To protect the people and property of Carroll County from the devastating effects of wildfires due to drought conditions.											
6.2.1	*Develop a public awareness campaign to heighten awareness about brush fires and preventive maintenance to homeowners.*	Carroll County and Carrollton Fire Department	Carroll County EMA	Ongoing	$36,000	Grants and General Funds	Unknown	High	Both	Emergency Services	16
6.2.2	*Become a Firewise Community and integrate firewise standards into development codes*	Carroll County and Carrollton Fire Department	Carroll County EMA	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	Public Education and Awareness	15

*City Water Departments include Bowdon, Bremen, Carrollton, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Drought has affected all areas of Carroll County. No significant differences exist between the county and its municipalities in terms of risk and vulnerabilities associated with droughts. Therefore, all of the municipalities in Carroll County will be represented in drought-related mitigation activities.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential situations. Some of the suggested all-hazard public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

The following actions have been completed in reference to droughts.

In 2016:

1. Map all wells in Carroll County with a flow of 100 Gallons Per Minute (GPM) or more for use by Emergency Management during a drought.
2. Map all government wells in Carroll County.

g. Unchanged Action Steps

The following actions have not been completed and have been left in the plan:

1. Develop public awareness to promote water-saving campaigns.
2. Expand all Carroll County water systems.
3. Develop a public awareness campaign to heighten awareness about brush fires and preventative maintenance for homeowners.
4. Educate citizens and farmers about the potential negative effects that arise from extended drought conditions.
5. Offer free admission to Midtown Water Park and Lakeshore Pool during heat waves (Carrollton).
6. Provide cooling stations during heat waves.
7. Develop public awareness to promote water saving campaigns (such as low-flow water saving showerheads and toilets).
8. Become a Firewise Community and integrate firewise standards into development codes.

7. All-Hazards

a. Mitigation Goals

Carroll County follows an all-hazards approach to community planning. There are many mitigation projects which can positively influence the outcomes of any natural disaster – these projects are described in this All-Hazard section. These projects have the potential to have great impacts due to their all-hazard nature.

b. Range of Mitigation Goals

All-hazards mitigation goals cover a wide variety of projects, both structural and non-structural. Mitigation options range from warning systems and sirens to public policy changes and public awareness campaigns. The following section details potential mitigation strategies.

c. Mitigation Strategies for All-Hazards

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: All Hazards

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
All Hazards											
Mitigation Goal 7: To minimize the losses of life and property due to all natural hazards in Carroll County.											
Objective 1: To protect people and property from the effects of all natural hazards in Carroll County through public awareness campaigns.											
7.1.1	*Improve interconnectivity of water systems to surrounding municipalities and counties.*	Carroll County and Cities Water Authority / Department+	Carroll County and Cities Water Authority / Department+	3 years	$1,500,000	Grants and General Funds	Unknown	Medium	Both	Structural Projects	19
7.1.2	*Work with local cable and radio providers to enhance and broadcast public education on Emergency Preparedness.*	Carroll County EMA	Carroll County EMA	Ongoing	$25,000	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	17
7.1.3	*Acquire a portable digital reader board to utilize during disasters.*	Carroll County EMA	Carroll County EMA	2 years	$10,000	Grants and General Funds	Unknown	High	Both	Emergency Services	15
Mitigation Goal 7: To minimize the losses of life and property due to all natural hazards in Carroll County.											
Objective 2: To provide the equipment, organization and training necessary to protect the citizens of Carroll County from all-hazards.											
7.2.1	*Purchase and install tracking devices on all County Government Vehicles.*	Carroll County	Carroll County Public Works	3 years	$500,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	18
7.2.2	*Provide continual training and equipment for Emergency Management Agency Volunteers and Community Emergency Response Team (CERT).*	Carroll County EMA	Carroll County EMA	Ongoing	$50,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
7.2.3	*Provide the emergency response personnel capable of responding to the effects of all hazards.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	$600,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg
+City Water Departments include Bowdon, Bremen, Carrollton, Temple, Villa Rica and Whitesburg

Mitigation Actions: All Hazards

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
All Hazards											
Mitigation Goal 7: To minimize the losses of life and property due to all natural hazards in Carroll County.											
Objective 2: To provide the equipment, organization and training necessary to protect the citizens of Carroll County from all-hazards.											
7.2.4	*Maintain stock of supplies and equipment for mass casualty.*	City of Bremen	City of Bremen	5 years	$100,000	Grants and General Funds	Unknown	High	Both	Emergency Services	15
7.2.5	*Research, purchase and installation of a Natural Gas Generator for Bremen Waste Water Lift Station at I-20.*	City of Temple	Carroll County EMA	2 years	$150,000	Grants and General Funds	Unknown	High	Both	Property Protection	22
Mitigation Goal 7: To minimize the losses of life and property due to all natural hazards in Carroll County.											
Objective 3: To protect the people and property from the effects of all hazards in Carroll County through effective planning.											
7.3.1	*Review current land use plans to modify or incorporate into the plan guidelines to direct development away from hazardous areas.*	Carroll County and Cities*	Department of Community Development	Ongoing	$20,000	Grants and General Funds	Unknown	Medium	Both	Prevention	17
7.3.2	*Encourage best management practices in development ordinances to build stronger, more resilient communities.*	Carroll County and Cities*	Department of Community Development	Ongoing	$25,000	Grants and General Funds	Unknown	Medium	Both	Prevention	17

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg
+City Water Departments include Bowdon, Bremen, Carrollton, Temple, Villa Rica and Whitesburg

Mitigation Actions: All Hazards

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
All Hazards											
Mitigation Goal 7: To minimize the losses of life and property due to all natural hazards in Carroll County.											
Objective 4: To implement a means of early warning throughout Carroll County.											
7.4.1	*Assess outdoor warning for mass notification as a method of early warning for possible inclement weather or other hazards.*	Carroll County EMA	Carroll County EMA	Ongoing	$5,000	Grants and General Funds	Unknown	High	Both	Emergency Services	18
7.4.2	*Identify populations at-risk within Carroll County and implement individual notification of warnings and conditions.*	Carroll County EMA	Carroll County EMA	2 years	$35,000	Grants and General Funds	Unknown	High	Both	Emergency Services	17
7.4.3	*Purchase and install 10 weather sirens throughout the county.*	Carroll County EMA	Carroll County EMA	3 years	$300,000	Grants and General Funds	Unknown	High	Both	Structural Projects, Emergency Services	15
7.4.4	*Purchase and distribute NOAA Weather Radios to cover all major buildings on the UWG Campus*	Carroll County EMA/University of West Georgia	Carroll County EMA	5 years	$5,000	Grants and General Funds	Unknown	High	Both	Emergency Services	18

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg
+City Water Departments include Bowdon, Bremen, Carrollton, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Some of the above projects cross jurisdictional boundaries (such as training and early warning). There are no significant differences between the county and its municipalities in terms of the risk and vulnerabilities associated with the hazards identified. All jurisdictions will be represented in the planning process.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential hazards. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

The following items were completed.

In 2020:

1. Build a state-of-the-art Emergency Operations Center.
2. Construct an emergency access road to Mt. Zion Middle School.

In 2016:

1. To hire a planner to assist with disaster and emergency planning.
2. Contract with someone to write the Hazard Mitigation Plan for the next update.

As Carroll County has become an operator of the Integrated Public Alert Warning System, launched social media Facebook and Twitter sites, and launched a new website that includes an Emergency Alert Center, the following item is no longer deemed necessary:

1. Purchase Public Notification System to warn residents of hazards.

g. Unchanged Action Steps

The Hazard Mitigation Plan Steering Committee found that some of the action steps from the previous plan had either not been completed or were still a hazard to the citizens of Carroll County. Those steps remain unchanged include:

1. Improve interconnectivity of water systems to surrounding municipalities and counties.
2. Work with local cable and radio providers to enhance public education on emergency preparedness.
3. Acquire a portable digital reader board to utilize during disasters.
4. Purchase and install tracking devices on all County Government Vehicles.
5. Provide continual training and equipment for the Community Emergency Response Team (CERT).
6. Provide the emergency response personnel capable of responding to the effects of all hazards.

7. Review current land use plans to modify or incorporate into the plan guidelines to direct development away from hazardous areas.
8. Assess large outdoor venues for feasibility and impact of placing warning sirens as a method of early warning for possible inclement weather or other hazards.
9. Identify populations at-risk within Carroll County and implement individual notification of warnings and conditions.
10. Purchase and install 10 weather sirens throughout the county.

8. Earthquakes

a. Mitigation Goals

Although earthquakes are not frequent events in Carroll County, they are still a potential hazard for the county and the citizens within.

b. Range of Mitigation Goals

As a result of earthquakes being rare to both Georgia and Carroll County, there is a lack of preparedness and training for emergency responders and the citizens.

c. Mitigation Strategy for Earthquakes

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Earthquakes

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Earthquakes											
Mitigation Goal 8: To minimize the losses of lives and property due to earthquakes in Carroll County.											
Objective 1: Improve Carroll County's earthquake information distribution and warning to citizens.											
8.1.1	*Distribute earthquake preparedness literature at community events.*	Carroll County EMA	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	20
Mitigation Goal 8: To minimize the losses of lives and property due to earthquakes in Carroll County.											
Objective 2: Improve Carroll County's first responders' capabilities to prepare for and respond to earthquake events.											
8.2.1	*Train all first responders on earthquakes search and rescue techniques.*	Carroll County and Cities*	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
8.2.2	*Provide Confined Space Haz Mat Training in Earthquake Scenario.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Emergency Services	16

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Earthquakes could potentially affect all of Carroll County. No significant differences exist between the county and its municipalities in terms of risks and vulnerabilities associated with earthquakes. Therefore, all of the municipalities in Carroll County will be represented in earthquake-related mitigation activities.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential situations. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

There were no completed or deleted action steps in this section.

g. Unchanged Action Steps

The following action steps have not been completed and have been left in the plan:

1. Distribute earthquake preparedness literature at community events.
2. Train all first responders on earthquakes search and rescue techniques.
3. Provide Confined Space Haz Mat Training in Earthquake Scenario.

9. Pandemics/Epidemics

a. Mitigation Goals

Carroll County has a history of pandemics/epidemics but not any more than other parts of the state. Since pandemics/epidemics can be so widespread, a great deal of training is needed on all levels.

b. Range of Mitigation Goals

The Hazard Mitigation Plan Steering Committee found many goals that if met could really help prepare for pandemic/epidemic events. Mitigation actions advancing these goals range from improving information distribution and warning citizens to training and preparing first responders to respond and handle these events.

c. Mitigation Strategy for Pandemics/Epidemics

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Pandemics/Epidemics

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Pandemics											
Mitigation Goal 9: To minimize the loss of lives due to pandemics/epidemics in Carroll County.											
Objective 1: To protect the people and property of Carroll County from the effects of pandemic/epidemic events.											
9.1.1	*Participate in Strategic National Stockpile drills and exercises.*	Carroll County and Cities*	Carroll County EMA	Ongoing	$15,000	Grants and General Funds	Unknown	High	Both	Emergency Services	20
9.1.2	*Educate the public on pandemics, including isolation, quarantine, triage and medical care.*	Carroll County EMA	Carroll County EMA	Ongoing	$10,000	Grants and General Funds	Unknown	High	Both	Public Education and Awareness	18
9.1.3	*Train all first responders on pandemic flu response.*	Carroll County and Cities*	Carroll County EMA	Ongoing	$25,000	Grants and General Funds	Unknown	High	Both	Emergency Services	18
9.1.4	*Assist all critical departments in developing continuity of operations (COOP) plans.*	Carroll County EMA	Carroll County EMA	5 years	$25,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
9.1.5	*Acquire infectious diseases personal protective equipment for all first responders.*	Carroll County and Cities*	Carroll County EMA	2 years	$75,000	Grants and General Funds	Unknown	High	Both	Emergency Services	16
9.1.6	*Provide chemical and biological safety training to employees*	Carroll County and Cities*	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	16

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Pandemics/epidemics have affected all areas of Carroll County. No significant differences exist between the county and its municipalities in terms of risk and vulnerabilities associated with these events. Therefore, all of the municipalities in Carroll County will be represented in pandemic/epidemic related mitigation activities.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential hazardous situations. Some of the suggested public awareness campaigns include educational brochures and programs, public notification systems and workshops.

f. Completed and Deleted Action Steps from the Plan

There are no completed or deleted action steps in this section.

g. Unchanged Action Steps

The following action steps have not been completed and have been left in the plan:

1. Educate the public on pandemics, including isolation, quarantine, triage and medical care.
2. Train all first responders on pandemic flu response.
3. Participate in Strategic National Stockpile drills and exercises.
4. Acquire infectious diseases personal protective equipment for all first responders.
5. Assist all critical departments in developing continuity of operations (COOP) plans.
6. Provide chemical and biological safety training to employees.

B. Technological Hazard Mitigation Goals and Objectives

1. Hazardous Materials Incidents

a. Mitigation Goals

Hazardous materials spills were identified as the only significant technological hazard affecting Carroll County. As seen in III. B. 1, historical trends suggest that there will be approximately ten hazardous materials events in the county during any given year. This includes both fixed-facility and transportation-related incidents. The transportation threat is exacerbated due to the presence of an Interstate Highway, a major state route, and two rail transportation routes.

b. Range of Mitigation Options

The identified mitigation strategies for hazardous materials include training first responders to efficiently respond to a threat. The identified strategy is non-structural.

c. Mitigation Strategy for Hazardous Material Spills

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Hazardous Materials Incidents

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Hazardous Materials Incidents											
Mitigation Goal 10: To minimize the losses of lives and property due to hazardous materials spills in Carroll County.											
Objective 1: To provide enhanced training for hazardous materials emergency response in Carroll County.											
10.1.1	*Implement a county wide training program for emergency response to hazardous material incidents.*	Carroll County and Cities*	Carroll County and Cities*	2 years	$60,000	Grants and General Funds	Unknown	Medium	Both	Emergency Services	17
10.1.2	*Provide Confined Space Haz Mat Training.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Emergency Services	16

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Hazardous materials events have occurred throughout Carroll County; however, the areas around I-20, SR-78, SR-61, US-27 and the railroad tracks have the greatest tendency for transportation-related events. There is no significant difference between the county and its municipalities in terms of the risks and vulnerabilities associated with hazardous materials. All jurisdictions should participate in training first responders.

e. Public Information and Awareness

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept abreast of the hazards affecting them and the mitigation efforts to alleviate potential situations. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

There were no completed or deleted action steps in reference to Hazardous Material Spills.

g. Unchanged Action Steps

The following action step has not been completed and has been left in the plan:

1. Implement a county wide training program for emergency response to hazardous materials incidents.
2. Provide Confined Space Haz Mat Training.

2. Dam Failure

a. Mitigation Goals

Dam failure was identified as a hazard affecting Carroll County. As seen in III. D. 2, the potential failure of a dam may result in downstream flooding, which may endanger lives and property. Failures can be due to weather, structural changes or chemical agents.

b. Range of Mitigation Options

The identified mitigation strategies for dam failure include public awareness and accurate mapping of dams and spillways. The identified mitigation goals include maintaining watershed dams and developing appropriate land uses downstream of dams.

c. Mitigation Strategy for Dam Failure

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: Dam Failure

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
Dam Failure											
Mitigation Goal 11: To minimize the losses of lives and property due to incidents involving dam failure in Carroll County.											
Objective 1: To enhance the awareness of the existence of dams throughout the county and their potential for flooding downstream.											
11.1.1	*Maintain/Update all watershed dams in Carroll County.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	$25,000	Grants and General Funds	Unknown	High	Both	Property Protection	20
11.1.2	*Develop land use strategies to promote the safe use of land downstream from a dam.*	Carroll County and Cities*	Carroll County and Cities*	3 years	$25,000	Grants and General Funds	Unknown	Medium	Both	Prevention	16

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

Dams are located throughout the county and its municipalities. Therefore, no significant differences exist between the county and its municipalities in terms of risks and vulnerabilities associated with dam failure. As a result, all jurisdictions will be represented in the planning and implementation process.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept aware of the hazards affecting them and the mitigation efforts to alleviate potential situations. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Completed and Deleted Action Steps from the Plan

1. Accurately plot in GIS the location of each category (1) and (2) dam and their emergency spillway. (Category 1 dams plotted as result of DNR Safe Dams rule change requiring Emergency Action Plans.)
2. Improve Lake Carroll dam/spillway based on assessment (Downgraded category and spillway improvement has been completed).

g. Unchanged Action Steps

The following action step have not been completed and have been left in the plan:

1. Develop land use strategies to promote the safe use of land downstream from a dam.
2. Maintain/Update all watershed dams in Carroll County.

3. All-Hazards (Technological)

a. Mitigation Goals

Carroll County identified other hazards that were technological in nature but were not as widespread as the hazardous materials problems. These other hazards are included in this all-hazards section.

b. Range of Mitigation Options

Dangerous intersections, unmarked railroad crossings and fire prevention are technological hazards that have been identified as important issues in Carroll County.

c. Mitigation Strategy for All Hazards (Technological)

Action steps were given priority using a benefit-cost review. This process consisted of listing the actions, identifying the benefits and cost of each action step, and assigning a priority of low, medium, and high. The STAPLEE method was used to evaluate the action steps and rank them. With priorities being reviewed, there was no change in priorities since the last plan.

For each mitigation action, timeline refers to the amount of time it would take to finish the mitigation project after funding has been secured. Continuous refers to projects or programs that are ongoing.

Mitigation Actions: All Technological Hazards

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
All Technological Hazards											
Mitigation Goal 12: To minimize the losses of life and property due to technological hazards in Carroll County.											
Objective 1: To enhance residential fire safety in Carroll County.											
12.1.1	*Promote an updated fire prevention and public education program.*	Carroll County and City of Carrollton Fire	Carroll County and City of Carrollton Fire	Ongoing	$20,000	Grants and General Funds	Unknown	High	Both	Emergency Services	19
Mitigation Goal 12: To minimize the losses of life and property due to technological hazards in Carroll County.											
Objective 2: To enhance traffic safety in Carroll County.											
12.2.1	*Improve emergency access road to Mount Zion Middle School.*	Carroll County Schools, City of Mt. Zion and Carroll County Public Works	Carroll County EMA	1 year	$300,000	Grants and General Funds	Unknown	High	Existing	Property Protection, Emergency Services	20
12.2.2	*Review traffic reports for hazardous intersections to determine if traffic signals are needed.*	Carroll County and Cities*	Carroll County and Cities*	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	Property Protection, Emergency Services	15
12.2.3	*Enhance safety at the railroad crossing at Cheeves Street in Villa Rica.*	City of Villa Rica	City of Villa Rica	5 years	$5,000,000	Grants and General Funds	Unknown	High	Existing	Property Protection, Emergency Services	15
12.2.4	*Enhance safety at the railroad crossing at E. Johnson St. and Sage St. in Temple.*	City of Temple	City of Temple	5 years	$5,000,000	Grants and General Funds	Unknown	High	Existing	Property Protection, Emergency Services	15
12.2.5	*Ensure that all railroad crossings are properly marked and gated if needed.*	Carroll County	Carroll County EMA	5 years	$50,000	Grants and General Funds	Unknown	High	Existing	Property Protection, Emergency Services	19

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

Mitigation Actions: All Technological Hazards

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	FEMA Category	STAPLEE Score
All Technological Hazards											
Mitigation Goal 12: To minimize the losses of life and property due to technological hazards in Carroll County.											
Objective 3: To enhance workplace safety at all critical facilities.											
12.3.1	*Provide active shooter/safety training to all critical facilities.*	Carroll County and Cities*	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	15
12.3.2	*Develop safety flip charts for all critical facilities.*	Carroll County and Cities*	Carroll County EMA	3 years	$50,000	Grants and General Funds	Unknown	Medium	Both	Public Education and Awareness	20

*Cities refers to the following: Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg

d. Multi-Jurisdictional Considerations

The above hazards can potentially affect all areas of Carroll County, therefore all jurisdictions should be involved in the planning and implementation process. However, no significant differences exist between the county and its municipalities in terms of the risks and vulnerabilities associated with technological hazards.

e. Public Information and Awareness Strategies

The Hazard Mitigation Plan Steering Committee has identified many public awareness campaigns to ensure that the citizens of Carroll County are kept abreast of the hazards affecting them and the mitigation efforts to alleviate potential situations. Some of the suggested public awareness campaigns include educational brochures and programs, warning sirens and public notification systems, and workshops.

f. Complete and Deleted Action Steps from the Plan

The Hazard Mitigation Plan Steering Committee found that the county has worked diligently to reduce the loss of life and property as a result of all-hazards. The following steps were completed or deleted:

For 2020:

1. Construct an emergency access road to Mount Zion Middle School.

From a Previous Plan:

1. Implement a county wide mandate for fire sprinklers in new residential construction.
2. Check railroad crossings to determine where crossings need to be repaired or signals need to be installed.

g. Unchanged Action Steps

The following action steps have not been completed and have been left in the plan:

1. Promote an updated fire prevention and public education program.
2. Review traffic reports to determine hazardous intersections and if traffic signals are needed.
3. Enhance safety at the railroad crossing at Cheeves Street in Villa Rica.
4. Enhance safety at the railroad crossing at E. Johnson St. and Sage St. in Temple.
5. Ensure that all railroad crossings are properly marked and gated if needed.
6. Provide active shooter/safety training to all critical facilities.
7. Develop safety flip charts for all critical facilities.

C. FEMA Action Steps by Category

The Action Steps from IV. A. and IV. B. can be found below sorted by FEMA categories. It was important to the Hazard Mitigation Plan Steering Committee that the action steps covered a cross section of the six FEMA categories. Several of the steps had aspects that fit more than one category and are listed accordingly.

The FEMA categories, which were described in Chapter I are as follows:

- ***Prevention***. Adopting and administering ordinances, regulations, and programs that manage the development of land and buildings to minimize risks of loss due to natural hazards.

- ***Property Protection.*** Actions that involve the modification of existing buildings or infrastructure to protect them from a hazard or removal from the hazard area.

- ***Public Education and Awareness.*** Educating and informing the public about risks of hazards and the techniques available to reduce loss of life or property.

- ***Natural Resource Protection.*** Minimizing hazard losses while preserving and restoring the functions of natural systems.

- ***Structural Projects.*** Construction of structures to reduce the impact of a hazard.

- ***Emergency Services.*** Actions such as hazard threat recognition, hazard warning systems, emergency response, protection of critical facilities, and health and safety maintenance

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
Emergency Services										
1.1.4	*Install water level monitoring devices on all category one (1) dams and on all major tributaries in Carroll County.*	Carroll County	Carroll County EMA	2 years	$25,000	Grants and General Funds	Unknown	Medium	Existing	18
1.1.5	*Enhance warning system below Lake Seaton Dam.*	Carroll County Water Authority	Carroll County EMA	1 year	$100,000	Grants, General Funds, SPLOST	Unknown	High	Both	14
5.1.4	*Purchase the equipment necessary to maintain adequate road, debris and clearing capabilities.*	Carroll County	Carroll County EMA	3 years	$300,000	Grants and General Funds	Unknown	High	Both	21
5.1.5	*Research, purchase and installation of a fixed Natural Gas Generator for Carroll County Critical Facility, Emergency Shelter.*	Carroll County	Carroll County EMA	2 years	$97,000	Grants and General Funds	Unknown	Medium	Both	20
5.1.6	*Purchase spreader trucks for Carroll County, the City of Carrollton, the City of Villa Rica, the City of Temple, the City of Bowdon, the City of Bremen, the City of Mt. Zion, the City of Whitesburg and the City of Roopville .*	Carroll County and Cities*	Carroll County EMA	2 years	$130,000	Grants and General Funds	Unknown	High	Both	18
5.1.7	*Purchase a small sand spreader to attach to a 4-wheel drive pickup truck.*	City of Bowdon	Carroll County EMA	2 years	$15,000	Grants and General Funds	Unknown	Medium	Both	18
5.1.8	*Purchase 4-wheel drive vehicles for emergency responders.*	Carroll County and Cities*	Carroll County EMA	1 year	$600,000	Grants and General Funds	Unknown	High	Both	17
5.1.9	*Purchase a 4-wheel drive pickup truck.*	City of Bowdon	Carroll County EMA	1 year	$35,000	Grants and General Funds	Unknown	Medium	Both	17
5.1.10	*Purchase an All Terrain Vehicle 4-wheeler*	City of Temple	Carroll County EMA	1 year	$6,500	Grants and General Funds	Unknown	Medium	Both	17

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
5.1.11	*Purchase brush chipper.*	City of Bowdon	Carroll County EMA	1 year	$70,000	Grants and General Funds	Unknown	Medium	Both	17
5.1.12	*Purchase brush chipper.*	City of Temple	Carroll County EMA	1 year	$70,000	Grants and General Funds	Unknown	Medium	Both	17
5.1.13	*Purchase a 4-wheel drive Gator.*	City of Temple	Carroll County EMA	1 year	$8,000	Grants and General Funds	Unknown	Medium	Both	17
5.1.14	*Purchase a pallet jack.*	City of Temple	Carroll County EMA	1 year	$600	Grants and General Funds	Unknown	Medium	Both	17
5.1.15	*Purchase a portable 6" centrifugal pump, towable with hoses.*	City of Temple	Carroll County EMA	1 year	$21,500	Grants and General Funds	Unknown	Medium	Both	17
5.1.16	*Purchase gas powered pressure washer, wand and hoses, tips operating at >/=2500 PSI.*	City of Temple	Carroll County EMA	1 year	$1,950	Grants and General Funds	Unknown	Medium	Both	17
5.1.17	*Provide warming shelters during extreme cold.*	Nonprofit Emergency Shelter	City of Carrollton	Ongoing	Staff Time	Grants and General Funds	Unknown	Low	Both	14
6.1.2	*Offer free admission to Midtown Water Park and Lakeshore Pool during heat waves.*	City of Carrollton	City of Carrollton	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Existing	21
6.1.3	*Provide cooling stations during heat waves.*	Nonprofit Emergency Shelter	City of Carrollton	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Existing	17

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
6.2.1	*Develop a public awareness campaign to heighten awareness about brush fires and preventive maintenance to homeowners.*	Carroll County and Carrollton Fire Department	Carroll County EMA	Ongoing	$36,000	Grants and General Funds	Unknown	High	Both	16
7.1.3	*Acquire a portable digital reader board to utilize during disasters.*	Carroll County EMA	Carroll County EMA	2 years	$10,000	Grants and General Funds	Unknown	High	Both	15
7.2.1	*Purchase and install tracking devices on all County Government Vehicles.*	Carroll County	Carroll County Public Works	3 years	$500,000	Grants and General Funds	Unknown	Medium	Both	18
7.2.2	*Provide continual training and equipment for Emergency Management Agency Volunteers and Community Emergency Response Team (CERT).*	Carroll County EMA	Carroll County EMA	Ongoing	$50,000	Grants and General Funds	Unknown	Medium	Both	17
7.2.3	*Provide the emergency response personnel capable of responding to the effects of all hazards.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	$600,000	Grants and General Funds	Unknown	Medium	Both	17
7.2.4	*Maintain stock of supplies and equipment for mass casualty.*	City of Bremen	City of Bremen	5 years	$100,000	Grants and General Funds	Unknown	High	Both	15
7.4.1	*Assess outdoor warning for mass notification as a method of early warning for possible inclement weather or other hazards.*	Carroll County EMA	Carroll County EMA	Ongoing	$5,000	Grants and General Funds	Unknown	High	Both	18
7.4.2	*Identify populations at-risk within Carroll County and implement individual notification of warnings and conditions.*	Carroll County EMA	Carroll County EMA	2 years	$35,000	Grants and General Funds	Unknown	High	Both	17
7.4.4	*Purchase and distribute NOAA Weather Radios to cover all major buildings on the UWG Campus*	Carroll County EMA/University of West Georgia	Carroll County EMA	5 years	$5,000	Grants and General Funds	Unknown	High	Both	18

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
8.2.1	*Train all first responders on earthquakes search and rescue techniques.*	Carroll County and Cities*	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	17
8.2.2	*Provide Confined Space Haz Mat Training in Earthquake Scenario.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	16
9.1.1	*Participate in Strategic National Stockpile drills and exercises.*	Carroll County and Cities*	Carroll County EMA	Ongoing	$15,000	Grants and General Funds	Unknown	High	Both	20
9.1.3	*Train all first responders on pandemic flu response.*	Carroll County and Cities*	Carroll County EMA	Ongoing	$25,000	Grants and General Funds	Unknown	High	Both	18
9.1.4	*Assist all critical departments in developing continuity of operations (COOP) plans.*	Carroll County EMA	Carroll County EMA	5 years	$25,000	Grants and General Funds	Unknown	Medium	Both	17
9.1.5	*Acquire infectious diseases personal protective equipment for all first responders.*	Carroll County and Cities*	Carroll County EMA	2 years	$75,000	Grants and General Funds	Unknown	High	Both	16
10.1.1	*Implement a county wide training program for emergency response to hazardous material incidents.*	Carroll County and Cities*	Carroll County and Cities*	2 years	$60,000	Grants and General Funds	Unknown	Medium	Both	17
10.1.2	*Provide Confined Space Haz Mat Training.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	16
12.1.1	*Promote an updated fire prevention and public education program.*	Carroll County and City of Carrollton Fire	Carroll County and City of Carrollton Fire	Ongoing	$20,000	Grants and General Funds	Unknown	High	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
Prevention										
1.1.1	*Continued vigilance in issuing permits on property with special flood hazard areas.*	Carroll County and Cities*	Department of Community Development	Ongoing	Staff Time	Grants and General Funds	Unknown	High	New	23
1.1.2	*Ensuring that future dwellings comply with NFIP and the county flood ordinance.*	Carroll County and Cities*	Department of Community Development	Ongoing	Staff Time	Grants, General Funds, SPLOST	Unknown	High	New	23
1.2.1	*Assess the flood plain of Milner Lake (off Shadow Lake Drive) to determine ways to mitigate flooding for repetitive loss properties.*	Carroll County	Public Works and Transportation	1 year	Staff Time	Grants, General Funds, SPLOST	Unknown	High	Existing	13
7.3.1	*Review current land use plans to modify or incorporate into the plan guidelines to direct development away from hazardous areas.*	Carroll County and Cities*	Department of Community Development	Ongoing	$20,000	Grants and General Funds	Unknown	Medium	Both	17
7.3.2	*Encourage best management practices in development ordinances to build stronger, more resilient communities.*	Carroll County and Cities*	Department of Community Development	Ongoing	$25,000	Grants and General Funds	Unknown	Medium	Both	17
11.1.2	*Develop land use strategies to promote the safe use of land downstream from a dam.*	Carroll County and Cities*	Carroll County and Cities*	3 years	$25,000	Grants and General Funds	Unknown	Medium	Both	16
Property Protection										
1.1.3	*Inventory and plot in Geographical Information Systems (GIS) all drain facilities on public property (right of ways).*	Carroll County and Cities*	Department of Community Development	1 year	$1,200,000	Grants and General Funds	$20,000,000	Low	Both	23
1.1.6	*Conduct a study to properly size culverts to drainage basins.*	Carroll County	Carroll County Public Works	3 years	$200,000	Grants, General Funds, SPLOST	$20,000,000	Medium	Both	14
1.2.5	*Replace the culvert on Holder Road (at creek) with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 years	$25,000	Grants, General Funds, SPLOST	Unknown	High	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
1.2.6	*Add an additional culvert on Old Four Notch Rd.*	Carroll County	Public Works and Transportation	1 year	$25,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.7	*Install a culvert at creek on Campground Road.*	Carroll County	Public Works and Transportation	1 year	$8,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.8	*Replace the culvert on Craven- Roopville Veal Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.9	*Replace the culvert on Tanyard Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.10	*Install a culvert at creek on Denny Road.*	Carroll County	Public Works and Transportation	2 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.11	*Install a culvert at creek on Wantland Road.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.12	*Property acquisitions/raze homes at Old Bremen Road (Carrollton) to NFIP compliance/ standards.*	Carroll County	Public Works and Transportation	3 years	$1,000,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.13	*Replace culverts under Bradley Street at John Wesley Plaza with larger diameter culverts.*	City of Carrollton	Public Works and Transportation	2 years	$500,000	General Funds, SPLOST, Private Investment	Unknown	High	Both	19
1.2.14	*Property acquisitions/address drainage at River and House Streets to NFIP compliance/ standards.*	City of Carrollton	City of Carrollton Housing Authority	2 years	$2,000,000	Grants, General Funds, SPLOST	Unknown	High	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
1.2.15	*Replace the culvert at Old Bremen Road with a larger diameter culvert.*	City of Temple	Public Works and Transportation	2 years	$10,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.16	*Replace the culvert at Rome Street with a larger diameter culvert.*	City of Temple	Public Works and Transportation	1 year	$10,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.17	*Replace the culvert at Rainey Road with a larger diameter culvert.*	City of Temple	Public Works and Transportation	1 year	$8,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.18	*Address drainage issues at Baskin St at Carrollton St.*	City of Temple	Public Works and Transportation	2 year	$10,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.19	*Replace Old Tanyard Road Steam Culvert*	City of Villa Rica	Public Works and Transportation	2 years	$30,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.20	*Property acquisitions/raze businesses at Bankhead at South Dogwood to NFIP compliance/ standards.*	City of Villa Rica	Public Works and Transportation	3 years	$2,000,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.21	*Address drainage issues at Rockmart and 2nd St.*	City of Villa Rica	Public Works and Transportation	1 year	$50,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.22	*Replace the West View Drive culvert with a larger diameter culvert.*	City of Villa Rica	Public Works and Transportation	3 years	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.23	*Replace (or install) culvert on Bagwell Rd with a larger diameter culvert.*	Carroll County	Public Works and Transportation	3 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
1.2.24	*Replace (or install) culvert on Daniel Rd in Bowdon with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.25	*Install an additional culvert on Highway 101 at the Hickory Point Subdivision.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.26	*Replace the culvert on Horsley Drive with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.27	*Replace the culvert on J.C. Daniel Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.28	*Replace the culvert on Grimmett Road with a larger diameter culvert.*	Carroll County	Public Works and Transportation	1 year	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.29	*Replace the culvert on Yates Lane with a larger diameter culvert.*	Carroll County	Public Works and Transportation	2 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.30	*Replace culvert at Amberwood Lane with a larger diameter culvert.*	Carroll County	Public Works and Transportation	3 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.31	*Replace the culvert at Villa Rosa Rd with a larger diameter culvert.*	Carroll County	Public Works and Transportation	3 years	$5,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.32	*Address drainage issues at Spring St. and S. Carroll.*	Carroll County	Public Works and Transportation	3 years	$50,000	Grants, General Funds, SPLOST	Unknown	High	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
1.2.33	*Address drainage issues at Old Stone and Punkintown.*	Carroll County	Public Works and Transportation	3 years	$50,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.34	*Improve drainage between Tanner Street and Old City Hall Avenue*	City of Carrollton	Public Works and Transportation	1 year	$200,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.35	*Improve drainage at West Reese Street.*	City of Carrollton	Public Works and Transportation	1 year	$800,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.36	*Improve drainage at Johnson Ave.*	City of Carrollton	Public Works and Transportation	3 years	$400,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.37	*Improve drainage between Johnson Ave and City Hall Ave.*	City of Carrollton	Public Works and Transportation	2 years	$200,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.38	*Improve drainage between West Reese Street and Hwy 27.*	City of Carrollton	Public Works and Transportation	4 years	$200,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
2.1.2	*Retrofit public schools with special high wind-resistant films for doors and windows.*	Carroll County School System and Carrollton City Schools	Carroll County EMA	3 years	$2,000,000	Grants and General Funds	Unknown	High	Both	21
3.1.3	*Install generator back-up at all critical facilities in Carroll County.*	Carroll County and Cities* except Carrollton	Carroll County EMA	5 years	$10,000,000	Grants and General Funds	Unknown	Medium	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
3.1.4	*Install surge protectors on critical facilities' electronic equipment in essential county and city facilities.*	Carroll County and Cities*	Carroll County EMA	5 years	$250,000	Grants and General Funds	Unknown	High	Both	18
3.1.5	*Equip all county and city recreation parks with lightning detectors.*	Carroll County and Cities*	Parks and Recreation Departments+ and Carroll County EMA	3 years	$36,000	Grants and General Funds	Unknown	High	Both	17
4.1.2	*Retrofit public schools with special high wind-resistant films for doors and windows.*	Carroll County School System and Carrollton City Schools	Carroll County EMA	3 years	$2,000,000	Grants and General Funds	Unknown	High	Both	20
4.1.3	*Promote the construction of safe rooms in shelter areas and in public buildings.*	Carroll County and Cities*	Carroll County EMA	3 years	$5,000,000	Grants and General Funds	Unknown	Medium	Both	18
5.1.2	*Research, purchase and installation of a portable Natural Gas Generator for Bowdon Waste Water Plant and Lift Stations, Water Plant and Police Station/EOC.*	City of Bowdon	Carroll County EMA	2-3 years	$100,000-600,000	Grants and General Funds	Unknown	High	Both	22
5.1.3	*Research, purchase and installation of a portable Natural Gas Generator for Temple Waste Water Lift Stations (13).*	City of Temple	Carroll County EMA	2 years	$550,000	Grants and General Funds	Unknown	High	Both	22
7.2.5	*Research, purchase and installation of a Natural Gas Generator for Bremen Waste Water Lift Station at I-20.*	City of Temple	Carroll County EMA	2 years	$150,000	Grants and General Funds	Unknown	High	Both	22
11.1.1	*Maintain/Update all watershed dams in Carroll County.*	Carroll County and Cities*	Carroll County and Cities*	Ongoing	$25,000	Grants and General Funds	Unknown	High	Both	20

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
Property Protection and Emergency Services										
12.2.1	*Improve emergency access road to Mount Zion Middle School.*	Carroll County Schools, City of Mt. Zion and Carroll County Public Works	Carroll County EMA	1 year	$300,000	Grants and General Funds	Unknown	High	Existing	20
12.2.2	*Review traffic reports for hazardous intersections to determine if traffic signals are needed.*	Carroll County and Cities*	Carroll County and Cities*	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	15
12.2.3	*Enhance safety at the railroad crossing at Cheeves Street in Villa Rica.*	City of Villa Rica	City of Villa Rica	5 years	$5,000,000	Grants and General Funds	Unknown	High	Existing	15
12.2.4	*Enhance safety at the railroad crossing at E. Johnson St. and Sage St. in Temple.*	City of Temple	City of Temple	5 years	$5,000,000	Grants and General Funds	Unknown	High	Existing	15
12.2.5	*Ensure that all railroad crossings are properly marked and gated if needed.*	Carroll County	Carroll County EMA	5 years	$50,000	Grants and General Funds	Unknown	High	Existing	19
Property Protection and Structural Projects										
2.1.3	*Research the feasibility of using underground utilities.*	Georgia Power, Carroll EMC, Others	Carroll County EMA	3 years	$50,000	State and Federal Grants	Unknown	Medium	Both	19

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
4.1.5	*Research the feasibility of using underground utilities.*	Georgia Power, Carroll EMC, Others	Carroll County EMA	3 years	$50,000	State and Federal Grants	Unknown	Medium	Both	15
Public Education and Awareness										
2.1.1	*Perform tornado safety training for the government employees.*	Carroll County and Cities*	Carroll County EMA and municipal police+	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	23
3.1.1	*Distribute severe weather preparedness literature at appropriate/ identified events.*	Carroll County	Carroll County EMA	Ongoing	$2,000	General Fund, State and Federal Grants	Unknown	High	Both	23
3.1.2	*Provide National Oceanic and Atmospheric Administration (NOAA) weather radios to identified citizens from at-risk populations.*	Carroll County	Carroll County EMA	Ongoing	$5,000	Grants and General Funds	Unknown	High	Both	23
4.1.1	*Develop a readiness program to encourage citizens to prepare a storm kit in the event of an emergency.*	Carroll County	Carroll County EMA	Ongoing	$10,000	General Fund, State and Federal Grants	Unknown	High	Both	21
5.1.1	*Distribute severe winter weather preparedness literature at appropriate/ identified community events.*	Carroll County	Carroll County EMA	Ongoing	$5,000	General Fund, State and Federal Grants	Unknown	High	Both	23
6.1.1	*Educate citizens and farmers about the potential negative effects that arise from extended drought conditions.*	Carroll County EMA	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	21

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
6.1.4	*Develop public awareness to promote water saving campaigns (such as low-flow water saving showerheads and toilets).*	Carroll County and Cities Water Authority/ Departments*	Carroll County EMA	Ongoing	$50,000	Grants and General Funds	Unknown	Medium	Both	16
6.2.2	*Become a Firewise Community and integrate firewise standards into development codes*	Carroll County and Carrollton Fire Department	Carroll County EMA	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	15
7.1.2	*Work with local cable and radio providers to enhance and broadcast public education on Emergency Preparedness.*	Carroll County EMA	Carroll County EMA	Ongoing	$25,000	Grants and General Funds	Unknown	Medium	Both	17
8.1.1	*Distribute earthquake preparedness literature at community events.*	Carroll County EMA	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	20
9.1.2	*Educate the public on pandemics, including isolation, quarantine, triage and medical care.*	Carroll County EMA	Carroll County EMA	Ongoing	$10,000	Grants and General Funds	Unknown	High	Both	18
9.1.6	*Provide chemical and biological safety training to employees*	Carroll County and Cities*	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	16
12.3.1	*Provide active shooter/safety training to all critical facilities.*	Carroll County and Cities*	Carroll County EMA	Ongoing	Staff Time	Grants and General Funds	Unknown	Medium	Both	15

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
12.3.2	*Develop safety flip charts for all critical facilities.*	Carroll County and Cities*	Carroll County EMA	3 years	$50,000	Grants and General Funds	Unknown	Medium	Both	20
Structural Projects										
1.2.2	*Replace the bridge at McIntosh Reserve.*	Carroll County	Public Works and Transportation	1 year	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.3	*Install bridge on Bagwell Road.*	Carroll County	Public Works and Transportation	3 years	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
1.2.4	*Replace bridge at Victory Church Road at Victory Dashboard.*	Carroll County	Public Works and Transportation	2 years	$500,000	Grants, General Funds, SPLOST	Unknown	High	Both	19
2.1.1	*Perform tornado safety training for the government employees.*	Carroll County and Cities*	Carroll County EMA and municipal police+	3 years	Staff Time	Grants and General Funds	Unknown	High	Both	23
2.1.4	*Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.*	Carroll County	Carroll County EMA	3 years	Staff Time	State and Federal Grants	Unknown	Medium	Both	17
2.1.5	*Promote the construction of safe rooms in shelter areas and in public buildings.*	Carroll County	Carroll County EMA	3 years	$5,000,000	Grants and General Funds	Unknown	Medium	Both	16
4.1.4	*Promote the use of special roofing shingles designed to interlock and resist uplift forces for both new construction and retrofits.*	Carroll County	Carroll County EMA	3 years	Staff Time	State and Federal Grants	Unknown	Medium	Both	17
6.1.5	*Expand the Carroll County water system (county wide).*	Carroll County Water Authority	Carroll County Water Authority	5 years	$10,000,000	Grants and General Funds	Unknown	Medium	Both	15

Number	Mitigation Action	Responsible Organization	Coordinating Organization	Timeline	Approximate Cost	Funding Sources	Estimated Benefit	Priority	Structures Affected	STAPLEE Score
6.1.6	*Add a Raw Water Holding Pond at the Water Treatment Plant.*	City of Carrollton	City Water Department	2 years	$6 Million	Grants and General Funds	Unknown	Medium	Both	15
6.1.7	*Improve Stripling Chapel Rd water main.*	City of Carrollton	City Water Department	3 years	$2 Million	Grants and General Funds	Unknown	Medium	Both	15
6.1.8	*Add water tanks.*	City of Carrollton	City Water Department	4 years	$2 Million	Grants and General Funds	Unknown	Medium	Both	15
6.1.9	*Upgrades to water system*	City of Roopville	City of Roopville	4 years	$2,000,000	Grants and General Funds	Unknown	Medium	Both	15
7.1.1	*Improve interconnectivity of water systems to surrounding municipalities and counties.*	Carroll County and Cities Water Authority / Department+	Carroll County and Cities Water Authority / Department+	3 years	$1,500,000	Grants and General Funds	Unknown	Medium	Both	19
Structural Projects and Emergency Services										
7.4.3	*Purchase and install 10 weather sirens throughout the county.*	Carroll County EMA	Carroll County EMA	3 years	$300,000	Grants and General Funds	Unknown	High	Both	15

D. Reducing Vulnerabilities to Disasters

In developing and reaffirming the mitigation goals, objectives and action steps, Carroll County and its Cities are striving to protect the community's people, property and the environment from natural and man-made disasters. In doing so, the jurisdictions will become more resilient to disasters. To achieve resilience, there must be a long-term diligence in completing projects that are preventative, protect property and improve the structural framework. This will help reduce the community's vulnerability to disasters. For example, with repetitive loss properties due to flooding, every property that has a FEMA flood plain is reviewed by the building department and restricted from building. When a culvert is washed out by flooding, the county documents it in its Geographic Information Systems and if a larger pipe can be put in place, Public Works will do so. These policies are helping prevent disaster damage in the future.

Carroll County's Hazard Mitigation Steering Committee is focused on the reduction of vulnerabilities by developing and codifying these steps into ordinances and each jurisdiction's Comprehensive Plan. There are many preventive steps that can be achieved at the onset of a building or modification permit. Further policies need to be in place that pursue projects that protect property and improve the structural framework in a capital improvement element. Currently, the county does not have an official Capital Improvement Plan. Instead, it relies on the Special Purpose Local Option Sales Tax to fund many of its capital projects. The committee needs to work with local officials to get consistent funding for these mitigation steps.

As the community moves forward with its 2023 Comprehensive Plan Updates and any update to Service Delivery, these goals, objectives and action steps need to be considered.

Chapter V. Executing the Plan

A. Implementing Action Plan

The Carroll County Hazard Mitigation Plan process was coordinated and written by the Carroll County Emergency Management Agency. The Carroll County Board of Commissioners and the Mayors and Councils of each municipality will adopt the plan upon the approval of FEMA and GEMA.

B. Monitoring the Plan

Carroll County and its municipalities have designated that all emergency management and emergency planning functions will fall under the Carroll County Emergency Management Agency and it will be responsible for the Hazard Mitigation Plan's upkeep and maintenance. The mitigation plan will be monitored and evaluated annually and revised as needed and in accordance with the FEMA standards. It is the responsibility of the EMA Director to ensure that the plan is used as a guide for implementation of mitigation measures within Carroll County and its municipalities. The EMA will further work with each jurisdiction's Community Development staff as applicable to ensure that the mitigation items are incorporated into any land use/zoning plans or ordinances.

C. Evaluation of the Plan

The Hazard Mitigation Plan Steering Committee will reconvene periodically to ensure that the projects are on track and to reevaluate the mitigation goals, objectives and action steps utilizing STAPLEE criteria as necessary. The steering committee will review the mitigation strategies to ensure that the plan is inclusive and further that the mitigation actions that are being implemented are effective. Should a disaster occur the Hazard Mitigation Plan Steering Committee will call a special meeting to assess the mitigation actions and evaluate whether changes should be made to the plan. The steering committee should also review the mitigation actions when funding becomes available to ensure that the actions are making the community safer and more resilient.

The local EMA and the Hazard Mitigation Plan Steering Committee need to continue to educate the public on the importance of the Hazard Mitigation Plan to increase public interest and input. All information will be put on the county website for public input and meetings will be announced in the newspaper should a public meeting be called. The mitigation plan shall be viewed as a "living document" in that it should be continuously evolving as the needs of Carroll County and its municipalities change. Periodically, mitigation items will be discussed utilizing social media to gather feedback.

D: Updating the Plan

Although the plan must be updated every 5 years per federal requirements, Carroll County will perform an annual review to ensure that the county and its cities are doing everything possible to keep the citizens safe from all hazards. This review will indicate which action steps have been achieved and determine if further action steps are needed. Should a disaster occur, or funding come available, there will be a called Hazard Mitigation Meeting to discuss the action steps and their priority.

When updating the plan, Carroll County will continue to use the same participants and team members to review the plan. Through the plan update process, the EMA Director shall identify projects which have been undertaken in the community to successfully mitigate hazards. These projects shall be noted within the document to indicate completion. During the plan update process, the Hazard Mitigation Plan Steering Committee should also reconvene to identify additional mitigation projects that need progress and/or to be included in the plan.

A list of possible mitigation goals, objectives and implementation steps was compiled with input from the entire steering committee.

E. Further Incorporation of Existing Planning Mechanisms

In future updates, all the municipalities in Carroll County will work with the Carroll County Emergency Management Agency and the Department of Community Development to better cross-reference and enhance the plans and programs that are already in place. The Hazard Mitigation Plan Steering Committee will also use information from the plans, codes and programs listed below, when drafting the future mitigation strategies.

Table 5.1: Existing Program, Policy, or Technical Documents

	Bowdon	*Bremen*	*Carrollton*	*Mount Zion*	*Roopville*	*Temple*	*Villa Rica*	*Whitesburg*	*Carroll County*
Comprehensive Plans	✓	✓	✓	✓	✓	✓	✓	✓	✓
Watershed Management Plans							✓		✓
Regional Development Plans	✓	✓	✓	✓	✓	✓	✓	✓	✓
Downtown Redevelopment	✓	✓	✓				✓		
Airport Plans									✓
Long-range Recreation Plans			✓						
Open Space Plans			✓						✓
Building Codes	✓	✓	✓	✓	✓	✓	✓	✓	✓
Land Development Codes	✓	✓	✓	✓	✓	✓	✓	✓	✓
Zoning Ordinance	✓	✓	✓			✓	✓	✓	✓
Historic Preservation Ordinance	✓	✓	✓		✓		✓		✓
Development/ Subdivision Guidelines	✓	✓	✓	✓	✓	✓	✓	✓	✓
Service Delivery Act	✓	✓	✓	✓	✓	✓	✓	✓	✓

Chapter VI. Acknowledgments

The Carroll County Hazard Mitigation Plan Steering Committee has worked to ensure that the citizens of Carroll County are kept safe and aware of the potential hazards. The plan's mission is ultimately, "To minimize the losses of lives and property due to natural and man-made hazards in Carroll County." The goals, objectives and mitigation steps put forth in this plan would not have been possible without the contributions of representatives from all jurisdictions, as well as the numerous agencies, businesses and citizens throughout the county. All jurisdictions of Carroll County, including the County and the Cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg, were included in this process and played a valuable part in this update. Further, the Emergency Management Volunteers, the Local Emergency Planning Committee, regional partners and the public provided the steering committee with valuable insights and have helped in the development of a better Multi-Jurisdictional Hazard Mitigation Plan.

Chapter VII. References

A. Publications and Documents

The Disaster Mitigation Act of 2000

FEMA, *Getting Started,* Guide 386-1

FEMA, *Understanding Your Risks,* Guide 386-2

FEMA, *Developing the Mitigation Plan,* Guide 386-3

FEMA, *Bring the Plan to Life,* Guide 386-4

FEMA, *Using Benefit-Cost Review in Mitigation Planning,* Guide 386-5

FEMA, *Integrating Historic Property and Cultural Resource Considerations Into Hazard Mitigation Planning,* Guide 386-6

FEMA, *Integrating Manmade Hazards into Mitigation Planning*, Guide 386-7

FEMA, *Multi-Jurisdictional Mitigation Planning,* Guide 386-8

FEMA, *Using the Hazard Mitigation Plan to Prepare Successful*, Guide 386-9

GEMA, *Getting Started*, How to Guide

Carroll County Local Emergency Operations Plan

Carroll County Hazard Mitigation Plan 2004, 2010, and 2016

International Building Codes, 2012 Edition

B. Websites

www.fema.gov (FEMA)

www.ncdc.noaa.gov (National Climate Data Center)

www.gema.state.ga.us (GEMA)

www.carrollcountyga.com (Carroll County)

www.carrollton-ga.gov (City of Carrollton)

www.bowdon.net (City of Bowdon)

www.bremenga.gov (City of Bremen)

www.cityofmountzion.com (City of Mount Zion)

www.carroll-ga.org (Carroll County Chamber of Commerce)

www.templega.us (City of Temple)

www.villarica.org (City of Villa Rica)

C. Other Resources

American Red Cross

Carroll County

- Carroll County Chamber of Commerce
- Carroll County Emergency Management Agency
- City of Bowdon
- City of Bremen
- City of Carrollton
- City of Mount Zion
- City of Temple
- City of Roopville
- City of Villa Rica
- City of Whitesburg
- WLBB 1330 Community Voice (12/28/2015)

Centers for Disease Control and Prevention

Federal Emergency Management Agency

Georgia Emergency Management Agency

Georgia Forestry

Georgia Safe Dams Programs

Georgia Department of Labor

Georgia Department of Natural Resources

National Climate Data Center

National Weather Service

U.S. Census Bureau U.S. Department of Energy

Hazard Mitigation Plan Appendix

Appendix A Resolutions from Carroll County and Cities

Appendix B Public Participation Strategy

- List of Meetings
- Hazard Mitigation Plan Steering Committee Meeting Notes and Sign-In Sheets
- Public Hearing Notes and Sign-In Sheets
- Press Releases
- Hazards Survey
- Social Media

Appendix C Critical Facilities List

Appendix D Hazard Risk Analyses: Supplement to the Carroll County Joint Hazard Mitigation Plan

Appendix E County Economic Report

- 2014 Carroll Chamber of Commerce Community Profile
- Area Profile Georgia Department of Labor
- 2014 Long Range Transportation Plan

Appendix F Local Weather Data from National Climate Data Center, National Weather Service

Appendix G Commodity Flow Study (2008)

Appendix H Haz Mat Emergency Log

Appendix I STAPLEE Worksheets

Appendix J Regional Outreach

Appendix K Southern Wildfire Risk Assessment

Appendix L 3A Worksheets

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: GEFA Loan No. DW2020024
AGENDA DATE: 7/13/2021

DATE PREPARED: 7/1/2021
PREPARED BY: Sarah Andrews

AMOUNT: $2,500,000
GL ACCOUNT #: Various
FUNDING SOURCE: Water and Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To approve a resolution to execute the loan agreement with Georgia Environmental Finance Authority (GEFA) for $2,500,000 for the North Avenue Waterline Extension Project.

BACKGROUND: In 2020, the City of Villa Rica was designated as a WaterFirst Community. One of the major benefits of the designation is the ability to borrow money at a reduced interest rate.

The City has many water and sewer infrastructure needs. One of which is the North Avenue Waterline Improvement project. The proposed project includes approximately 18,000 linear feet of upgrades in the northeast downtown area. The existing water lines are undersized and deteriorating and will be replaced with new 10" ductile iron water mains. Improvements will also include new fire hydrants, gate valves, service transfers, side-street tie-ins and other miscellaneous parts required for a complete installation.

Loan No: DW2020024
Borrowing: $2,500,000
Y78 Loan Origination Fee: $25,000
Interest Rate: 0.13%
Terms: 20 years

STAFF RECOMMENDATION: Approval.

IMPACT: Provides $2,500,000 for the North Avenue Waterline Extension Project at a very low interest rate.

MOTION: I move to approve the resolution allowing the Mayor to execute the agreement for Loan No. DW2020024 with the Georgia Environmental Finance Authority.

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director

May 11, 2021

Mr. Tom Barber
City Manager
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180

Re: City of Villa Rica – Loan No. DW2020024

Dear Mr. Barber:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of $2,500,000 on May 11, 2021. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of $25,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.

2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

3. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.

4. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.

5. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our

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gefa.georgia.gov

customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately $10,553.24 per month throughout the life of repayment.

6. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement.

If you have any questions, please contact me at 404-584-1009 or slucki@gefa.ga.gov.

Sincerely,

Susan Lucki
Project Manager

Enclosures

cc: Carter & Sloope Inc. (w/o enclosures)

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**

- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."

- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.

- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. Do not sign the specimen note found in Exhibit B.

- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

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- ☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

- ☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms

- ☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at: http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf

- ☐ Project Performance Worksheet. Use the following link to enter the project-related information: https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr. Read the instructions prior to completing this project performance worksheet.

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director

Recipient Execution Checklist

Borrower Name: _____ Loan Number: _____

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents.

_____**(2) Loan Agreements**

- ☐ Both loan agreements are signed and marked with the borrower's seal

_____**Exhibit E: Opinion of Borrower's Counsel**

- ☐ Signed, dated, and on the attorney's letterhead

_____**Exhibit F: Resolution of Governing Body**

- ☐ Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_____**Promissory Note**

- ☐ Signed, dated, and marked with the borrower's seal

_____**IRS 8038-G Form**

- ☐ Sections #3a, #3b, #10a, and #10b are completed
- ☐ Signed and dated by the mayor, chairman, sole commissioner, or director

_____**Tax Certificate**

- ☐ Signed, dated, and marked with the borrower's seal

_____**Signature Card**

- ☐ Completed, box checked, attested (not one of the signers), and dated

_____**Vendor Authorization for ACH Electronic Funds Transfer**

- ☐ Completed, signed, and dated with a voided check/deposit ticket attached

_____**Letter from Borrower's Auditor**

- ☐ GEFA project manager will provide a template.

_____**Project Performance Worksheet**

- ☐ https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr

233 Peachtree St NE | Ste 900
Atlanta, GA 30303

P: 404-584-1000 | F: 404-584-1069
gefa.georgia.gov

Loan/Project No. **DW2020024**
Catalog of Federal Domestic Assistance (CFDA): # 66.468

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and existing under the laws of the State of Georgia)
as Lender

and

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

LOAN AGREEMENT

LOAN AGREEMENT

DO NOT DATE THIS PAGE

This **LOAN AGREEMENT** (this **"Agreement"**) date 20____, by and between **CITY OF VILLA RICA**, a Georgia politic (the **"Borrower"**), whose address for purposes of thi **BANKHEAD HWY, VILLA RICA, GA 30180**, and the D **REVOLVING FUND, ADMINISTERED BY GEORGIA E AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose addre es of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

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

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **APRIL 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$2,500,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the **"Note,"** which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to

which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur

indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby

incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 11, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF VILLA RICA

Approved as to form:

By:_____
Borrower's Attorney

Signature:_____

Print Name:_____

Title:_____

Seal

(SEAL)

Attest Signature:_____

Print Name:_____

Title:_____

SIGN HERE

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

Signature:_____
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

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

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

ITEM	TOTAL	DWSRF
Construction	$2,100,000	$2,100,000
Contingency	200,000	200,000
Engineering & Inspection	200,000	200,000
Administrative/Legal	-	-
TOTAL	**$2,500,000**	**$2,500,000**

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

ACTION	DATE
Plans & Specs Submitted to EPD	MARCH 2021
Bid Opening	MAY 2021
Notice to Proceed	JULY 2021
Completion of Construction	DECEMBER 2021

SPECIMEN PROMISSORY NOTE

$2,500,000

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

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

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **APRIL 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of _____, ____.

(SEAL)

CITY OF VILLA RICA

By: SPECIMEN
Name:
Title:

Approved as to form:

By: SPECIMEN
Borrower's Attorney

Attest:

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms

that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

1) Bidder's name with point of contract;
2) Bidder's mailing address, telephone number, and email address;
3) The procurement item on which the bidder bid or quoted, and when; and
4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF VILLA RICA** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2020024**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

_____
Signature

_____
Printed Name

_____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

Date

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

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **$2,500,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

_____	_____
(Signature of Person to Execute Documents)	(Print Title)
_____	_____
(Signature of Person to Attest Documents)	(Print Title)

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

Dated:_____ _____
Secretary/Clerk

(SEAL)

Date + Seal

Recipient: **CITY OF VILLA RICA**

Loan Number: **DW2020024**

TAX CERTIFICATE

Certain terms that are used herein and that are defined or used in the Internal Revenue Code of 1986, as amended (the "Code"), or in the Treasury Regulations issued thereunder are explained in general terms in Exhibit I attached to this Certificate and made a part hereof. These terms have been marked with an asterisk.

The undersigned officials of **CITY OF VILLA RICA** (the "Borrower") hereby certify that we are the duly appointed, qualified, and acting officials of the Borrower set forth under our respective signatures, and that we have all authority necessary to execute this Certificate on behalf of the Borrower, and we hereby certify for and on behalf of the Borrower that:

1. In General

1.1. We are familiar with the loan in the authorized principal amount not to exceed **$2,500,000** (the "Loan"), being made by the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to the Borrower pursuant to the terms of a Loan Agreement, dated the date hereof, between the Lender and the Borrower, for the purpose of providing funds that will be used to permanently finance the costs of certain replacements, additions, extensions, and improvements to the Borrower's environmental facilities (the "System"). The Loan is a draw-down loan, in which the Lender will advance loan amounts to the Borrower to pay for eligible costs only after such costs have been incurred by the Borrower. Proceeds of the Loan will not be invested before they are used to pay eligible costs. The Borrower reasonably expects to draw the full amount of the Loan to pay eligible costs within the 3-year period beginning on the "issue date."*

2. Private Activity Bond Test

2.1. Either (a) no more than ten percent of the proceeds of the Loan are to be used for any "private business use"*; or

(b) the payment of the principal of, or the interest on, no more than ten percent of the proceeds of the Loan is (under the terms of the Loan or any underlying arrangement) directly or indirectly (1) secured by any interest in (A) property used or to be used for a "private business use,"* or (B) payments in respect of such property, or (2) to be derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a "private business use."*

2.2. No proceeds of the Loan are to be used for any "private business use,"* which use is not related to any "government use"* of such proceeds.

2.3. The proceeds of the Loan that are to be used for any "private business use"* will not exceed the proceeds of the Loan that are to be used for the "government use"* to which such "private business use"* relates.

2.4. The amount of the proceeds of the Loan that are to be used (directly or indirectly) to make or finance loans to persons other than "qualified users"* will not exceed the lesser of five percent of such proceeds or $5,000,000.

2.5. Without limiting the general nature of the certifications set forth above, the Borrower certifies as follows:

(i) The Borrower will own and operate the System.

(ii) The System will be available for general public use.

(iii) Use of the System by any person other than a "qualified user"* will be on the same basis as use by other members of the general public. No portion of the services, facilities, and commodities provided by the System will be made available to any one customer (other than a "qualified user"*), or limited group of customers (other than "qualified users"*), on a basis other than the same basis as such services, facilities, and commodities are made available to the general public. The Borrower may, however, grant volume discounts to reasonable classifications of "private users,"* if other "private users"* in the same classifications are entitled to the same volume discounts.

(iv) The Borrower knows of no facts or circumstances surrounding the capital improvements to be financed by the Loan that would indicate that the primary purpose of the capital improvements to be financed by the Loan is to benefit one "private user"* or a limited number of "private users."*

3. Contracts and Other Arrangements

3.1. The Borrower has not entered into and will not enter into any output or take or take-or-pay contracts or other preferred arrangements with any entity other than a "qualified user"* with respect to the services, facilities, and commodities provided by the System.

3.2. The Borrower has not entered into and will not enter into any lease or other contract providing for use of the System with any entity other than a "qualified user."*

3.3. The Borrower has not entered into and will not enter into a "management contract"* involving the System with any entity other than a "qualified user,"* unless it is a "qualified management contract."*

3.4. The Borrower has not entered into and will not enter into any other arrangements with any entity other than a "qualified user"* that convey special legal entitlements to the services, facilities, and commodities provided by the System.

4. Section 149 Matters

4.1. The Loan is not and will not be "federally guaranteed."*

4.2. The Borrower reasonably expects that at least 85 percent of the spendable proceeds of the Loan will be used to carry out the governmental purposes of the Loan within the 3-year period beginning on the "issue date."* Not more than 50 percent of the proceeds of the Loan will be invested in nonpurpose investments having a substantially guaranteed yield for 4 years or more.

To the best of our knowledge, information, and belief, there are no other facts, estimates, or circumstances that would materially change any of the foregoing certifications. The representations contained in this Certificate are made for the benefit of the Lender and may be relied upon by the Lender in determining whether or not the interest on the Loan is subject to income taxation by the United States under existing statutes, regulations, and decisions.

Dated:_____ Date

CITY OF VILLA RICA

Signature:_____ HERE

Print Name:_____

Title:_____

(SEAL) Seal

Attest Signature:_____ HERE

Print Name:_____

Title:_____

EXHIBIT I

DEFINITIONS

The following definitions are furnished only as general guidelines. For complete definitions, competent tax counsel should be consulted.

"Eligible Expense Reimbursement Arrangement"

"Eligible expense reimbursement arrangement" means a "management contract"* under which the only compensation consists of reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* and reasonable related administrative overhead expenses of the "service provider."*

"Federally Guaranteed"

(1) An obligation will be considered to be "federally guaranteed" if:

(a) the payment of principal or interest with respect to such obligation is guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof);

(b) such obligation is issued as part of an issue and 5% or more of the proceeds of such issue are to be -

(i) used in making loans the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or

(ii) invested (directly or indirectly) in federally insured deposits or accounts; or

(c) the payment of principal or interest on such obligation is otherwise indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(2) A federally insured deposit or account means any deposit or account in a financial institution to the extent such deposit or account is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation.

(3) An obligation will not be treated as federally guaranteed if the obligation is guaranteed by:

(a) the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association; or

(b) the Student Loan Marketing Association.

(4) The provisions prohibiting an obligation from being federally guaranteed are inapplicable to:

(a) proceeds of an issue invested for an initial temporary period until such proceeds are needed for the purpose for which such issue was issued,

(b) investments of a bona fide debt service fund,

(c) investments of a reserve that meets the requirements of Section 148(d) of the Code,

(d) investments in bonds issued by the United States Treasury, or

(e) other investments permitted under regulations.

"Government Use"

"Government use" means any use other than a "private business use."*

"Issue Date"

"Issue date" means the first date on which the aggregate draws under the Loan exceed the lesser of $50,000 or 5 percent of **$2,500,000.**

"Managed Property"

"Managed property" means the portion of facilities or capital projects, including land, buildings, equipment, or other property, financed in whole or in part with proceeds of the Loan, with respect to which a "service provider"* provides services.

"Management Contract"

"Management contract" means a management, service, or incentive payment contract between the Borrower and a "service provider"* under which the "service provider"* provides services for a "managed property."* A "management contract"* does not include a contract or portion of a contract for the provision of services before a managed property is placed in service (for example, pre-operating services for construction design or construction management).

"Private Business Use"

"Private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a "qualified user."* For purposes of the preceding sentence, use as a member of the general public is not taken into account, and any activity carried on by a person other than a natural person is treated as a trade or business.

"Private User"

"Private user" means a person other than a "qualified user."*

"Qualified Management Contract"

"Qualified management contract" means a "management contract"* that (1) is an "eligible expense reimbursement arrangement"* or (2) meets all of the applicable requirements set forth in (a), (b), (c), (d), (e), and (f) below.

(a) General Financial Requirements.

(1) In general. The payments to the "service provider"* under the contract must be reasonable compensation for services rendered during the term of the contract. Compensation includes payments to reimburse actual and direct expenses paid by the "service provider"* and related administrative overhead expenses of the "service provider."*

(2) No net profit arrangements. The contract must not provide to the "service provider"* a share of net profits from the operation of the "managed property."* Compensation to the "service provider"* will not be treated as providing a share of net profits if no element of the compensation takes into account, or is contingent upon, either the "managed property's"* net profits or both the "managed property's"* revenues and expenses for any fiscal period. For this purpose, the elements of the compensation are the eligibility for, the amount of, and the timing of the payment of the compensation. Further, solely for purposes of determining whether the amount of the compensation meets the requirements of this paragraph (2), any reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* are disregarded as compensation. Incentive compensation will not be treated as proving a share of net profits if the eligibility for the incentive compensation is determined by the "service provider's"* performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and the timing of the payment of the compensation meet the requirements of this paragraph (2).

(3) No bearing of net losses of the "managed property". The contract must not, in substance, impose upon the "service provider"* the burden of bearing any share of net losses from the operation of the "managed property."* An arrangement will not be treated as requiring the "service provider"* to bear a share of net losses if: (i) the determination of the amount of the "service provider's"* compensation and the amount of any expenses to be paid by the "service provider"* (and not reimbursed), separately and collectively, do not take into account either the "managed property's"* net losses or both the "managed property's"* revenues and expenses for any fiscal period; and (ii) the timing of the payment of

compensation is not contingent upon the "managed property's"* net losses. For example, a "service provider"* whose compensation is reduced by a stated dollar amount (or one of multiple stated dollar amounts) for failure to keep the "managed property's"* expenses below a specified target (or one of multiple specified targets) will not be treated as bearing a share of net losses as a result of this reduction.

(b) Term of the Contract and Revisions. The term of the contract, including all "renewal options,"* is no greater than the lesser of 30 years or 80 percent of the weighted average "reasonably expected economic life"* of the "managed property."* A contract that is materially modified with respect to any matters relevant to this definition is retested under this definition as a new contract as of the date of the material modification.

(c) Control Over Use of the "Managed Property."* The Borrower must exercise a significant degree of control over the use of the "managed property."* This control requirement is met if the contract requires the Borrower to approve the annual budget of the "managed property,"* capital expenditures with respect to the "managed property,"* each disposition of property that is part of the "managed property,"* rates charged for the use of the "managed property,"* and the general nature and type of use of the "managed property"* (for example, the type of services). For this purpose, for example, the Borrower may show approval of capital expenditures for the "managed property"* by approving an annual budget for capital expenditures described by functional purpose and specific maximum amounts, and the Borrower may show approval of dispositions of property that is part of the "managed property"* in a similar manner. Further, the Borrower may show approval of rates charged for use of the "managed property"* by either expressly approving such rates (or the methodology for setting such rates) or by including in the contract a requirement that the "service provider"* charge rates that are reasonable and customary as specifically determined by an independent third party.

(d) Risk of Loss of the "Managed Property."* The Borrower must bear the risk of loss upon damage or destruction of the "managed property"* (for example, upon force majeure). The Borrower does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the "service provider"* a penalty for failure to operate the "managed property"* in accordance with the standards set forth in the "management contract."*

(e) No Inconsistent Tax Position. The "service provider"* must agree that it is not entitled to and will not take any tax position that is inconsistent with being a "service provider"* to the Borrower with respect to the "managed property."* For example, the "service provider"* must agree not to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the "managed property."*

(f) No Circumstances Substantially Limiting Exercise of Rights. The "service provider"* must not have any role or relationship with the Borrower that, in effect, substantially limits the Borrower's ability to exercise its rights under the contract, based on all the facts and circumstances. This requirement is satisfied if:

(1) no more than 20 percent of the voting power of the governing body of the Borrower in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the "service provider"*;

(2) the governing body of the Borrower does not include the chief executive officer of the "service provider"* or the chairperson (or equivalent executive) of the "service provider's"* governing body; and

(3) the chief executive officer of the "service provider"* is not the chief executive officer of the Borrower or any of the Borrower's related parties (as defined in Treasury Regulation Section 1.150-1(b)). For purposes of the above, the phrase "service provider"* includes related parties (as defined in Treasury Regulation Section 1.150-1(b)) and the phrase "chief executive officer" includes a person with equivalent management responsibility.

"Qualified User"

"Qualified user" means a state or political subdivision of a state or any instrumentality thereof.

"Reasonably Expected Economic Life"

The average "reasonably expected economic life" of the "managed property"* shall be determined:

(i) by taking into account the respective costs of such "managed property"* and

(ii) as of the date on which the "managed property"* is "placed in service"* (or is expected to be "placed in service"*).

Land is not taken into account. The economic life of assets is to be determined on a case by case basis (although Revenue Procedure 62-21 and the ADR system where applicable may be used to establish the economic lives of structures and other assets, respectively).

"Renewal Option"

"Renewal option" means a provision under which either party has a legally enforceable right to renew the contract. Thus, for example, a provision under which a

contract is automatically renewed for 1-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

"Service Provider"

"Service provider" means any person other than a "qualified user"* that provides services to or for the benefit of the Borrower under a "management contract."*

"Unrelated Parties"

"Unrelated parties" means persons other than a related party (as defined in Treasury Regulation Section 1.150-1(b)) or a "service provider's"* employee.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name: City of Villa Rica

2 Issuer's employer identification number (EIN): 58-5000691

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address): 571 West Bankhead Highway

Room/suite

5 Report number *(For IRS Use Only)*: 3

6 City, town, or post office, state, and ZIP code: Villa Rica, GA 30180

7 Date of issue

8 Name of issue: Loan Agreement w/Georgia Environmental Finance Authority (GEFA) DW2020024

9 CUSIP number: NONE

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	2,500,000
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	4/1/2042	$ 2,500,000	$ 2,500,000	10.08 years	0.13 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	0
23	Issue price of entire issue (enter amount from line 21, column (b))			23	2,500,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0		
25	Proceeds used for credit enhancement	25	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29	Total (add lines 24 through 28)			29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	2,500,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ Firm's EIN ▶

Firm's address ▶ Phone no.

Instructions for Form 8038-G

Department of the Treasury
Internal Revenue Service

(Rev. September 2018)

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to *IRS.gov/Form8038G*.

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
$100,000 or more	a **separate** Form 8038-G for **each** issue.
less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to *IRS.gov/PDS* for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to *IRS.gov/PDSstreetAddresses*.

CAUTION *PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.*

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, $1.39 becomes $1 and $2.50 becomes $3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or

payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through *IRS.gov/FormComments*.

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

CITY OF VILLA RICA
Loan/Project No. DW2020024

PROMISSORY NOTE

$2,500,000

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

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

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **APRIL 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

Date

CITY OF VILLA RICA

Signature: _____

Print Name: _____

Title: _____

Approved as to form:

By: _____

Borrower's Attorney

Seal

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

SIGN HERE

SIGN HERE

US2000 1686340.12

RESOLUTION OF MAYOR AND COUNCIL OF VILLA RICA, GEORGIA

WHEREAS, in order to facilitate the acquisition, construction, and installation of additions, extensions, or improvements to the environmental facilities of **THE CITY OF VILLA RICA, GEORGIA,** a body politic (the "Borrower") and in order to make the Borrower's environmental facilities and services available to residents of **VILLA RICA, GEORGIA** (the "Public Body") the governing body of the Public Body has determined to agree to make payments to the Borrower in amounts sufficient to enable the Borrower to repay a loan made to the Borrower by **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, in the event the Borrower has insufficient funds to repay such loan, pursuant to the terms of an Environmental Facilities Agreement (the "Contract") between the Borrower and the Public Body, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Public Body that the terms of the Contract are in the best interests of the Public Body for making the Borrower's environmental facilities and services available to residents of the Public Body, and the governing body of the Public Body designates and authorizes the Mayor to execute and deliver, and the Clerk to attest, respectively, the Contract and any related documents necessary to the consummation of the transactions contemplated by the Contract.

Approved this 13th day of July, 2021.

VILLA RICA, GEORGIA

By: _____
Gil McDougal, Mayor

ATTEST:

_____
Alisa Doyal, Clerk

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: To Authorize Staff to Initiate a Rezoning Request for the Mirror Lake PUD Revision

AGENDA DATE: July 13, 2021 **DATE PREPARED:** July 02, 2021
PREPARED BY: Tom Barber

AMOUNT: n/a **GL ACCOUNT #:** n/a
FUNDING SOURCE: n/a **BUDGETED ITEM?** n/a

PURPOSE: To authorize the City Manager and Staff to initiate a rezoning request to revise the Mirror Lake PUD.

BACKGROUND: See memo from City Attorney.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Authorizing staff to initiate the rezoning request should expedite the process, allowing consideration by P&Z on August 3 and consideration by City Council on August 10.

MOTION: I move to authorize the City Manager and Staff to initiate a rezoning request to revise the Mirror Lake PUD.

MEMORANDUM

TO: Mayor and Council
cc: Tom Barber
Bobby Elliott

FROM: David Mecklin

RE: Submission of Mirror Lake Master Plan

DATE: May 27, 2021

Over the past six months or so, City staff has been engaged in discussions with the owners of the remaining pods in the Mirror Lake PUD. We recognized that there will be significant issues related to the final development of the Mirror Lake PUD based on the evolution of the area in the 20 years since its inception. There were questions concerning the remaining number of units which could be built and there were significant questions concerning the approval of new units on the remaining undeveloped lots. In order to avoid dealing with those issues on a piecemeal basis, City staff has undertaken to come up with a comprehensive plan that will address the final build-out of the Mirror Lake PUD.

We are now to a point where the final plan is ready to be submitted for Council review and approval. Based on the status of the negotiations and the Staff involvement in the process, we believe that it would be appropriate for the City to initiate the rezoning request to come before the Council. Our City Zoning Ordinance provides that the City Council or the Planning and Zoning Commission has the power to initiate a rezoning request. That power is not granted directly to the staff. For that reason, I respectfully request that the City Council authorize the City staff to initiate the rezoning request for the comprehensive final plan for the Mirror Lake PUD. Your approval of this authority does not constitute your approval of the rezoning application because you will have not yet reviewed it, nor will there have been a public hearing on it. It will merely authorize City staff to initiate the process so that it will eventually come before you for decision. Staff desires to proceed in this process because it will avoid having to have multiple rezoning requests which could undermine the comprehensive resolution of all issues as it relates to the Mirror Lake PUD.

If you have any questions concerning this, please do not hesitate to contact me.

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the City Council has the power under the City Zoning Ordinance to initiate rezoning requests; and

WHEREAS, City Staff has requested authority to initiate a rezoning request as it relates to the revision of the final PUD plan for the Mirror Lake Subdivision; and

WHEREAS, Council determines it to be in the best interest of the City to proceed in said fashion.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Mayor and Council of the City of Villa Rica do hereby authorize the City Manager and City Staff to initiate a rezoning request concerning the final revision to the Mirror Lake PUD under the normal procedures and processes of the Villa Rica Zoning Ordinance.

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

_____
Gil McDougal, Mayor

_____
Date

Attest:

_____
Alisa Doyal, City Clerk

_____
Date

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Increase Income Qualification for Low-Income Senior Discount
AGENDA DATE: 7/13/2021

DATE PREPARED: 7/1/2021
PREPARED BY: Sarah Andrews

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: Water and Sewer Fund
BUDGETED ITEM? n/a

PURPOSE: To increase the income qualification for the low-income senior discount.

BACKGROUND: In order to qualify for the low-income senior discount, the customer must provide the following:

- Proof of age (65 or older)
- Proof of total household gross income (1099 or prior tax return)
- Proof of titleholder or leaseholder status

Currently, the customer must show household gross income of $30,150 or less. This was 2x the Federal Poverty Level in 2018.

We would like to increase this to 2.5x the 2021 Federal Poverty Level of $12,880. This would bring the maximum qualifying income to ***$32,200***.

STAFF RECOMMENDATION: Approval.

IMPACT: May allow more low-income seniors to qualify for the discount.

MOTION: I move to increase the income qualification for the low-income senior discount from $30,150 to $32,200, effective immediately.

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, May 11, 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: Detective Blake Terry gave the invocation.

Pledge of Allegiance: Officer Chase Gordy led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

1. Dorothy Sue Worthan was recognized for 15 Years of Service.
2. Mayor Gil McDougal presented a Proclamation designating the week of May 9-16 as National Police Week and May 15 as National Peace Officers Memorial day.

A**doption of Agenda** (Mayor Gil McDougal)
Councilman Michael Young requested to add Item #C6-Reduce Speed Limit on Punkintown Road to the agenda, and to table Agenda Item #E1-Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways.

Councilman Danny Carter moved to adopt the agenda with the amendments.

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

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

Council Updates (Subjects of General Interest and Concern)
Council Leslie McPherson spoke about the Colonial Pipeline that runs just a bit north of us across the county line of Paulding.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda Items for approval.

1. Ordinance to Create a Sidewalk Account
2. Purchase of Traffic Calming Radar Signs – Punkintown Road
3. Replace an Existing Member of Convention and Visitors Bureau Board.
4. 2021 Downtown Development Authority Board Appointment.
5. Fill Vacancy on the Library Board.
6. City Employee Discount for Parks, Recreation and Leisure Programs.
7. FY 2021 Budget Amendments - #124-131
8. Election of GMA's District 4 Officers
9. Increase in GFL Rates
10. Increase in Sanitation Rates
11. Approval of Professional Services Agreement with Croy Engineering, LLC
12. Approval of Task Order Number One with Croy Engineering, LLC
13. Approval of Task Order Number Two with Croy Engineering, LLC
14. Approval of Supplemental Cyber Liability Insurance Through Crum and Forrester
15. Establish the Qualifying Dates and Early Voting Dates for the General Election to be held on Tuesday, November 2, 2021.
16. Approve Intergovernmental Agreement with Douglas County for Tax Collection through the Tax Commissioner's Office

Councilman Michael Young moved to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Discussion of Cover Sheets Used for Board Member Appointments (Councilwoman Leslie McPherson) Discussion only.

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2. Approval of Minutes
   a. Meeting Minutes of April 13, 2021.

Councilman Michael Young moved to approve the Meeting Minutes of April 13, 2021.

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

C. Community Development (Bobby Elliott, Director)

1. RA-01-21 – Parcel #V02 00700212 – Hwy 61 and Hwy 101 (Industrial Blvd) (Ronald Johnson, Planning and Zoning Specialist)
   Public Hearing: 2 citizens

Motion #1: Councilwoman Leslie McPherson moved to approve the rezoning request from Rockhaven Homes, LLC of Brookhaven, for a rezoning from C2 to SFA.

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

Motion #2: Councilman Danny Carter moved to table the four (4) variances to the July meeting:

1. Reduce Front Yard Setbacks from 25' for Interior Streets to 20' for Interior Streets.
2. Reduce the Townhome Widths Required from 24' Wide to 20' Wide.
3. Reduce the Building Offset from Right-of-Way from 20' to 5'.
4. Reduce the Distance Between Buildings from 40' to 20'.

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

2. RA-02-21 – Parcel #V03 0100013 – 1030 Third Street and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
   Public Hearing: One citizen

   Councilman Michael Young moved to approve the rezoning of 1030 Third Street, inclusive of the aforementioned conditions, from R2 to I2. The conditions are to (1) Provide a landscaped buffer and sufficient screening from the adjacent residentially zoned areas as indicated by staff and the Villa Rica Zoning Ordinance and (2) Successful subdivision of the subject property in accordance with, and considerably similar to, the concept plan submitted with this application.

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

3. Amendment to Article 3 to the Villa Rica Zoning Ordinance and Public Hearing (Chris Montesinos, Deputy Director)
   Public Hearing: None

   Councilman Matthew Momtahan moved 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.

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

4. VA-05-21: Variance Request for ServPro, Parcel #01470250019 – Veteran's Memorial Highway and (Ronald Johnson, Planning & Zoning Specialist)
   Public Hearing: One citizen

Councilwoman Leslie McPherson moved to approve the variance request from ServPro/Ricky Wilson of Villa Rica, GA to not provide sidewalks along the frontage of the property along Veteran's Memorial Highway as required in the Villa Rica Development Code, in lien of contribution to the "sidewalk bank" fund as hereby required and with the contribution of the easement on the front of the property.

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

5. Ordinance to Designate Downtown Villa Rica Historic District and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
Public Hearing: 4 citizens.

Councilman Michael Young moved to table to July the creation of the Downtown Villa Rica Historic District as a local historic district as indicated on the attached Downtown Villa Rica Designation Map, as presented.

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

6. Speed Limit Reduction on Punkintown Road (Councilman Michael Young)
Councilman Michael Young moved for the City to change the posted speed limit on Punkintown Road from 45 mph to 35 mph and take the necessary actions with GDOT to modify its status on the LOR (List of Roads) maintained by GDOT.

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

D. Economic Development (Janet Chumley, Manager)

1. 2021 Alcohol License Agreements with The Olive Tree at The MILL Amphitheater
Councilman Danny Carter moved to approve the license agreements with The Olive Tree to provide the sale of beer and wine at the June 12, July 24, August 7 and September 10 Summer Concert Series at The MILL Amphitheater for 2021.

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

F. Finance (Jennifer Hallman, Director)

1. Financial Update: March 2021
Director Jennifer Hallman presented the March 2021 Financial Update.

G. City Manager (Tom Barber)

City Manager Tom Barber gave an update on city projects and events.

Adjournment

Councilman Michael Young moved to adjourn the meeting, seconded by Councilwoman Shirley Marchman. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

_____

Gil McDougal, Mayor

_____

Alisa Doyal, City Clerk

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

City of Villa Rica

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

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

MEETING MINUTES OF THE CITY COUNCIL

Holt-Bishop Justice Center, 101 Main Street
Thursday, July 1, 2021 | 5:00 pm

Meeting Call to Order (Mayor Gil McDougal)
Mayor Gil McDougal called the meeting to order at 5:00 pm.

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

A**doption of Agenda** (Mayor Gil McDougal)
Councilman Michael Young moved to adopt the Agenda.

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

Public Comment
No citizens made a public comment.

A. Governing Body (Mayor Gil McDougal)
Councilman, Michael Young moved to allow the City Manager to submit an application to GEFA for the Septic-to-Sewer Grant Program.

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

B. Adjournment
Councilman Michael Young moved to adjourn the meeting, seconded by Councilwoman Shirley Marchman. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

_____
Gil McDougal, Mayor

_____
Alisa Doyal, City Clerk

CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-02-20 – 450 Edge Road (Parcel No: 01450250026)

CITY COUNCIL AGENDA DATE: July 13, 2021

DATE: June 22, 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 April 26, 2021.

PLANNING COMMISSION: APPROVED (3-0)

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

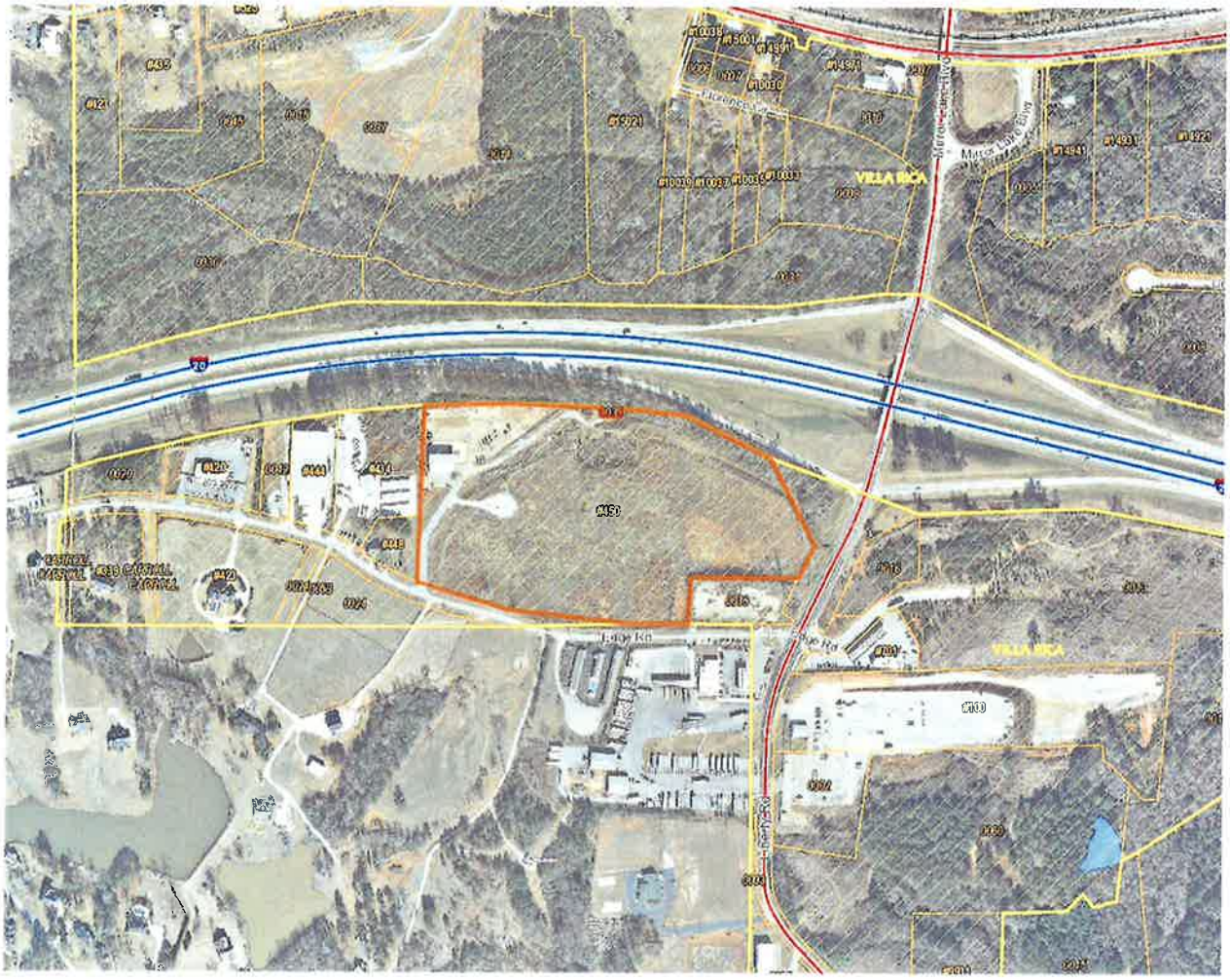
RA-02-20

Council Ward: 5
Planning Board Member: Mac Pilgrim

City Council Member: Danny Carter

Public Hearing Dates
Planning Commission: November 3, 2020 / March 2, 2021 / May 4, 2021
City Council: April 13, 2021 / July 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 care indicated below:

Appropriate Zoning Categories - I-20 Gateway Character Area	
UDC Zoning Categories	Corresponding 2020 Zoning Ordinance Category
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:

Appropriate Zoning Categories – Industrial Activity Area	
UDC Zoning Categories	Corresponding 2020 Zoning Ordinance Category
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 Polices:

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 undoubtably 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 north (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 or traffic circle, 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 <u>at the highest elevation within the 75' buffer</u> 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 survey and traffic survey addendum dated April 26, 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 April 16th, 2021 for the Planning Commission and the City Council meetings; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

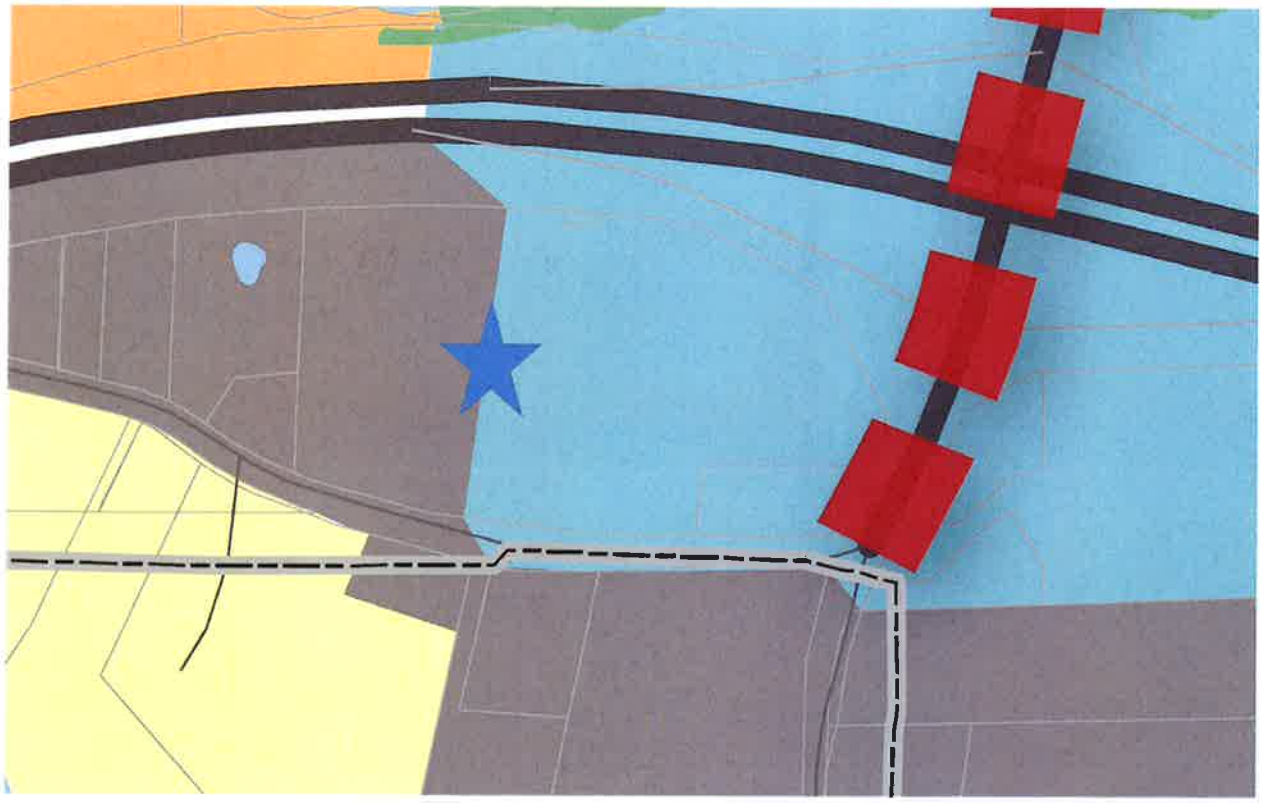
Public Response:
In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Ronald Johnson, Planning and Zoning Specialist
Office of Community Development

6/22/21
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

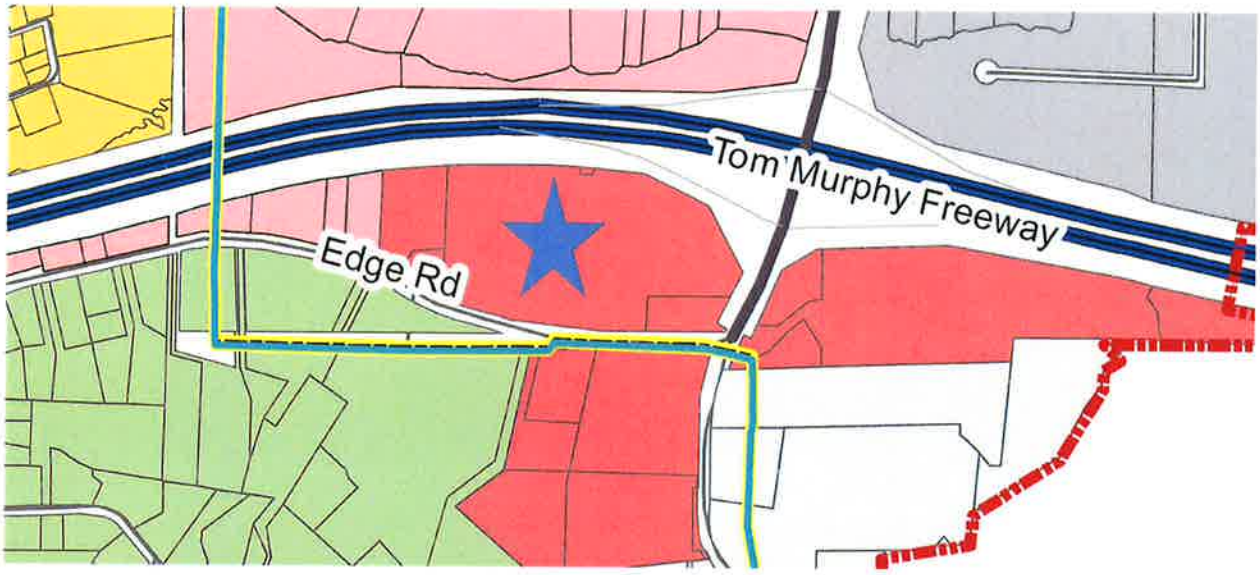
ACTIVITY CENTERS

- DOWNTOWN
- INDUSTRIAL
- COMMERCIAL
- MEDICAL

- PROPOSED GREENWAY TRAIL
- PROPOSED ROAD PROJECTS
- URBAN GROWTH AREA
- CITY BOUNDARY

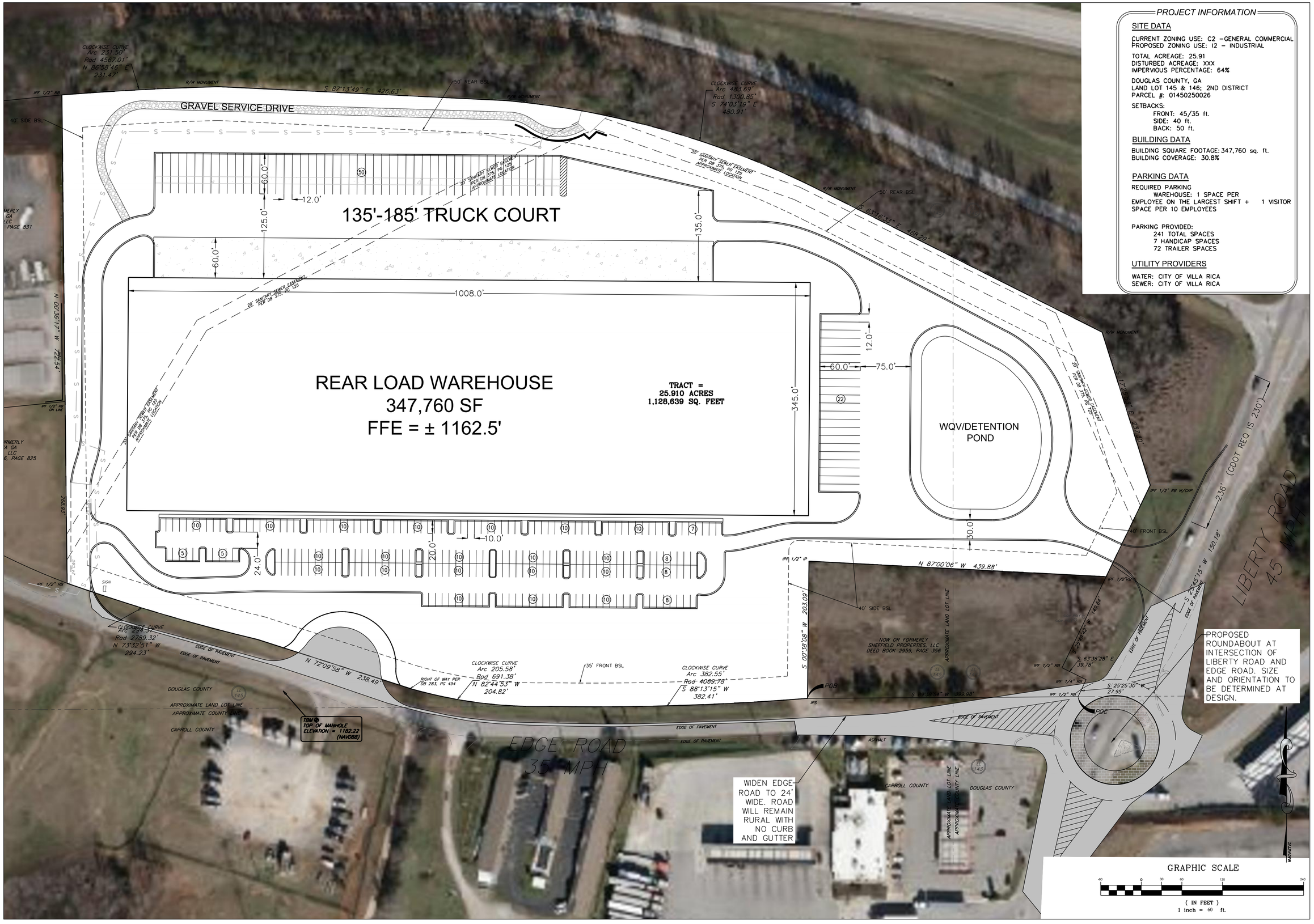
N

Zoning Map:



Zoning District Legend

- City Boundary
- AG - Single-Familyl 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



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

PARKING PROVIDED:
241 TOTAL SPACES
7 HANDICAP SPACES
72 TRAILER SPACES

UTILITY PROVIDERS

WATER: CITY OF VILLA RICA
SEWER: CITY OF VILLA RICA

EBERLY & ASSOCIATES
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:

REZONING PLAN

SCALE:	1"= 60'
DATE:	XX/XX/XX
DRAWN BY:	ASHLEY PILCHER
PROJECT MANAGER:	LAUREN LEYRER
QA/QC CHECK:	XXXXXX

PROJECT NO.
20-026

SHEET NO.
CP1.0
NOT ISSUED FOR CONSTRUCTION

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G:\PROJECTS\2020\20-026 Clarion- Edge Road, Villa Rica\5.0 Drawing\24x36 Base 1.dwg April 24, 2021

EBERLY & ASSOCIATES

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

September 9, 2020
Revised: March 24, 2021
Revised: April 26, 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.

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.

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SCOTT L. GARDNER
KEVIN S. EDWARDS
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ASSOCIATES
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2951 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341

f. Water and Sewer will be provided by the City of Villa Rica. An 8” clay sewer line currently runs though 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. 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 roundabout is being proposed at the request of the City Manager. The developer will contribute the cost of a signal to the city to use towards the roundabout. The City will be responsible for the remaining funding, acquisition of required land, design, and construction of the roundabout. Should the City be unsuccessful in any of the above-mentioned items, the developer will provide a light 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.

Total Acreage:	25.91 acres
Existing Zoning:	C2 General Business District
Zoning Classification Requested:	I2 Industrial
Number of Buildings Proposed:	One (1)
Possible Building Sizes:	347,760 s.f.

Sincerely,

Lauren Leyrer

Lauren Leyrer, PE

EBERLY & ASSOCIATES

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

March 24, 2021
Revised: April 26, 2021

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 three representatives from City of Villa Rica, Tom Barber, Ronald Johnson, and Chris Montesinos met virtual on Thursday, April 22nd 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 and the Amended ISA provided by Eberly and Associates on March 24th:

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. Roundabout at the intersection of Edge Road and Liberty Road
3. The developer will contribute the cost of a signal to the city to use towards the roundabout. The City will be responsible for the remaining funding, acquisition of required land, design, and construction of the roundabout.
4. Provide a turn around area for vehicles that errantly travel down Edge Road

Should the City be unsuccessful in the funding or land acquisitions mentioned above, the below improvements are proposed:

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

Sincerely,

Lauren Leyrer, PE

Lauren Leyrer

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March 24, 2021

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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
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Liberty Road at Edge Road
Villa Rica, Georgia
Intersection Safety Audit

Audit Team Members	Role
John Karnowski, PE, PTOE, AICP, NV5	Facilitator
Bobby Elliott, PE, City of Villa Rica, GA	City Engineer / Planner
Lauren Leyrer, PE Eberly & Assoc	Civil / Site / Drainage Eng.
Pat Cooley, NV5	Highway Engineer
Jonathan Cate, PE, NV5	Traffic Engineer
James Miller, PE, NV5	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

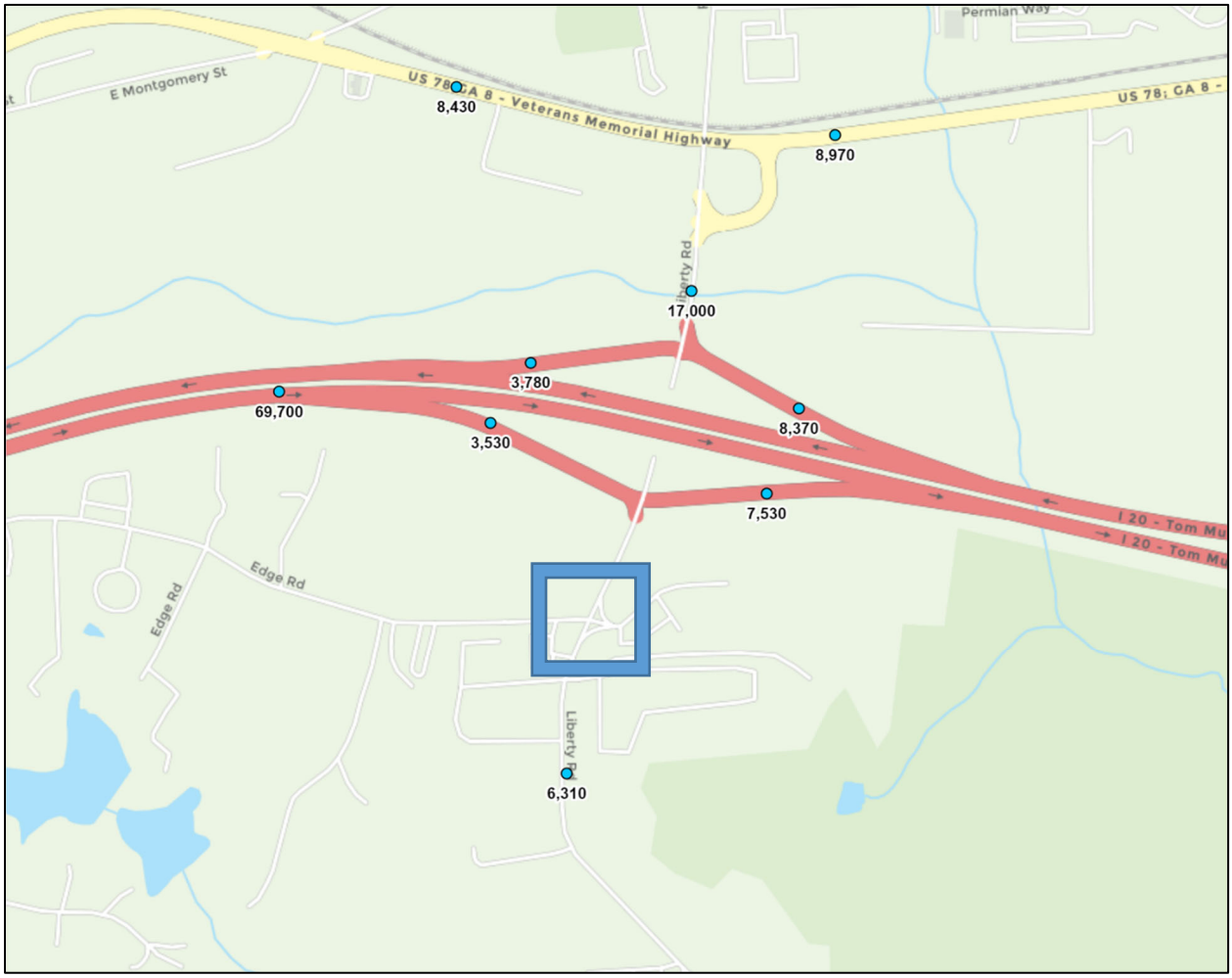
5. Post field review workshop

- 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

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

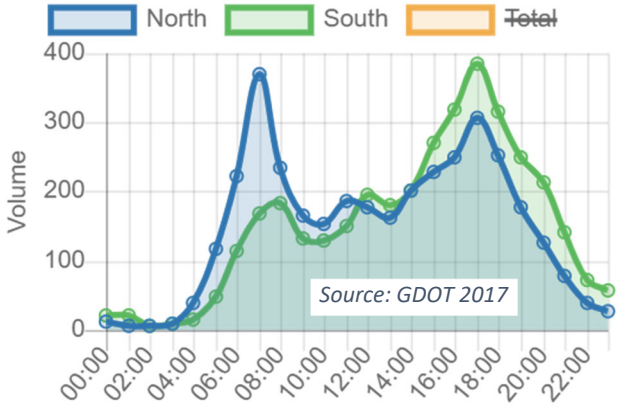


Table 1. Turning Movement Counts

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

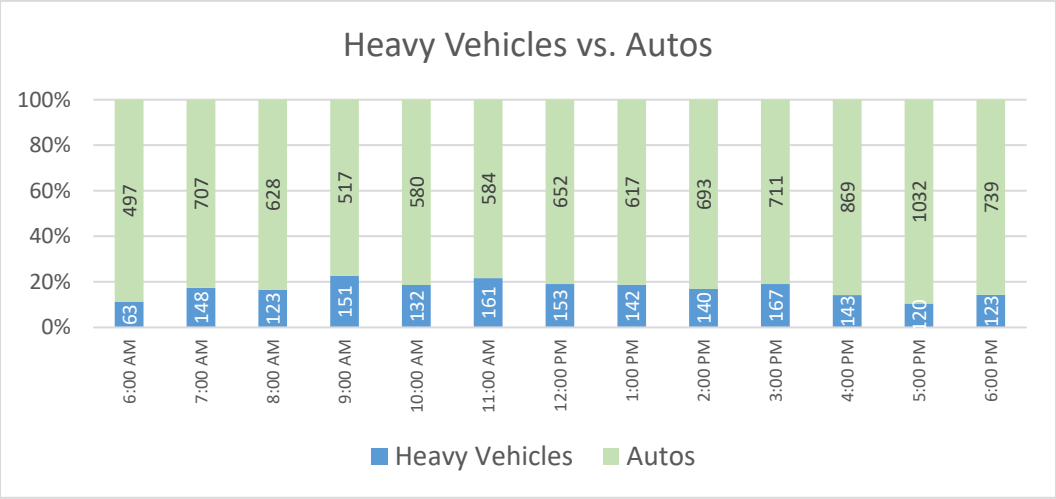


Table 2. Crash Data

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
  - Right-in/right-out on Liberty Road
  - Full access on Edge (auto only)
  - 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		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
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6:00 PM	23	263	15	18	324	88	66	4	27	8	4	22	862

FIELD MEETING

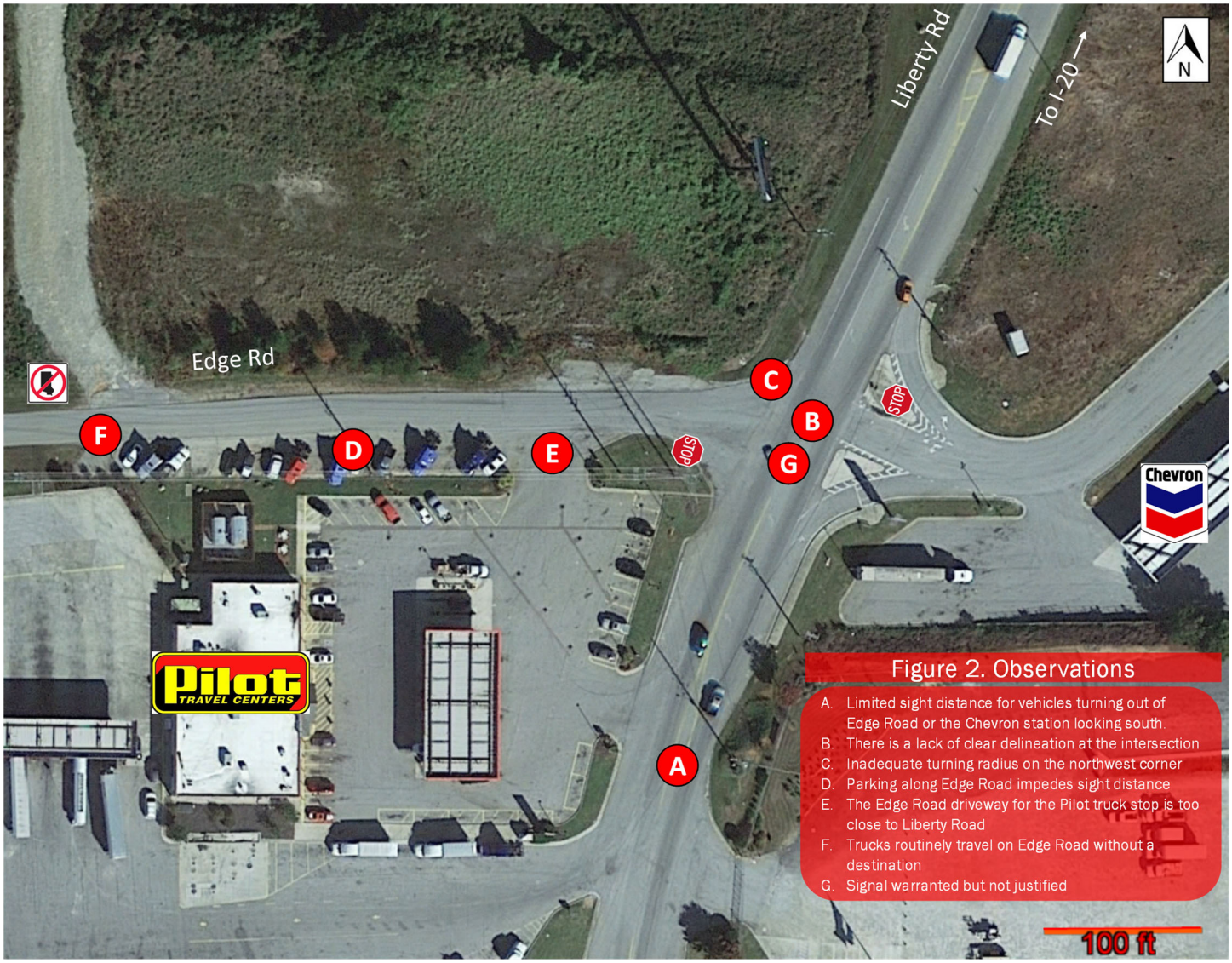
The Intersection Safety Audit team met on January 19, 2021 to observe conditions, identify any problems that may exist, and develop a solution set. The team observed the following problems/concerns:

A. 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.
B. 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.
C. The turning radius on the northwest corner of the intersection is insufficient. Vehicles routinely go off the pavement and have created rutting.
D. 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

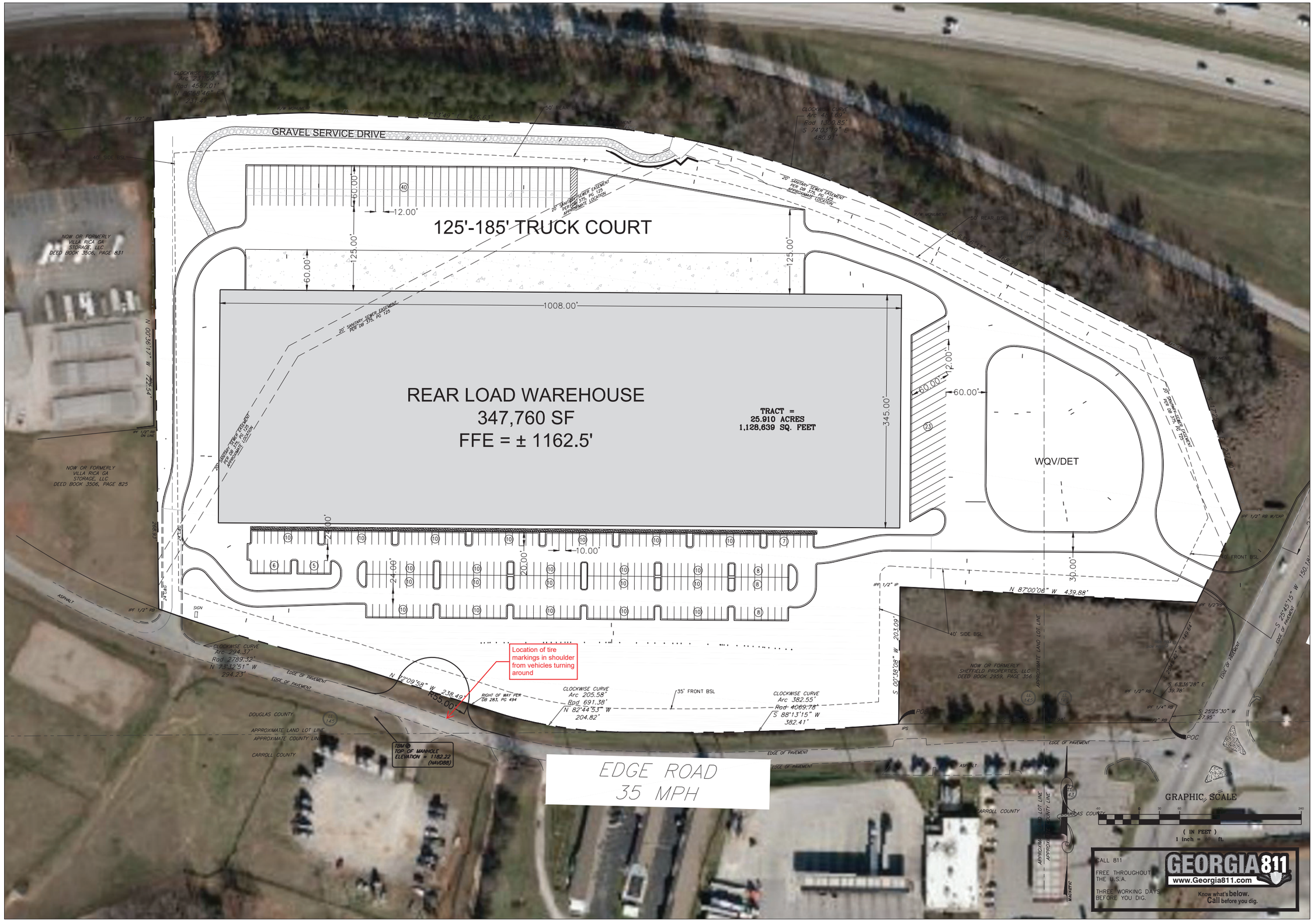
The safety audit concluded with the following recommendations:

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



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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:	XXXXXXX
DRAWN BY:	ASHLEY PILCHER
PROJECT MANAGER:	LAUREN LEYRER
QA/QC CHECK:	XXXXXXX

PROJECT NO.
20-026

SHEET NO.

NOT ISSUED FOR CONSTRUCTION

G:\PROJECTS\2020\20-026 Clarion- Edge Road, Villa Rica\5.0 Drawing\24x36 Base 1.dwg January 20, 2021

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Doc ID: 001311170004 Type: GLR
Filed: 02/06/2006 at 11:29:00 AM
Fee Amt: $439.20 Page 1 of 4
Transfer Tax: $423.20
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK2306 PG327-330

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:

Witness

Notary Public

Charles Jordan
Notary Public, Fulton Co., GA
My Commission Expires Aug. 8, 2008

GRANTOR:

NCCF SUPPORT, INC.

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 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.

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: $1,269.50
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

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

MAY 19 2003 FULTON CO., GEORGIA NOTARY PUBLIC

Southeast Land Partner, Ltd.

BY: _____ (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: 02/06/2006 at 11:31:00 AM
Fee Amt: $14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 PG 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:

Witness

Notary Public

Charles Jordan
Notary Public, Fulton Co., GA
My Commission Expires Aug. 8, 2008

NCCF SUPPORT, INC.

BY: (L.S.)
Pamela K. Segars

TITLE: Vice President

[CORPORATE SEAL]

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. GA.R.L.S.# 2136.

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

2304/338

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.

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. GA.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

2363/44

[redacted]
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

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 FG
2306 0339

2363 0045

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

BARBARA B. CHAKALOS
MY COMMISSION EXPIRES
MAY 19 2006
FULTON CO., GEORGIA
NOTARY PUBLIC

Southeast Land Partners, Ltd.

BY: _____ (L.S.)
Thomas Harris, President Metro Land Management, Inc., General Partner for Southeast Land Partners, LTD.

SEAL

BK PG
~~2306 0340~~
BK 2363 PG 0046 L

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.

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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 _____ 09/09/2020 _____

Signature **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-Amsi,
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 038327706

Signature of notary public

PAULA LAWRENCE
(Name of notary, typed, stamped or printed)
Notary Public State of Georgia

Stamp/Seal

PAULA LAWRENCE NOTARY PUBLIC EXPIRES GEORGIA August 4, 2023 GWINNETT COUNTY

My commission expires: 08/04/2023

Case # _____

REZONING APPLICATION REVIEW

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICAL 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 Sitz
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, **20** 20

LAURIE WEAVER
Notary Public, State of Texas
Comm. Expires 07-17-2022
Notary ID 129688567

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

Pre-Application Conference
(Optional)

↓

Application Filed with Department
Staff Review for Completeness
Public Hearing Schedule
Public Notification

↓

Planning & Zoning Commission Hearing
Within Forty-Five (45) Day of Filing Complete Application
Consideration of Staff, Applicant and Public Testimony

↓

Planning & Zoning Commission Action
Within Sixty (60) Days of Close of Hearing

↓

Planning & Zoning Commission Recommendation
Approval, Approval with Conditions or Denial

↓

City Council Public Hearing
Within Forty-Five (45) Days of P&Z Action
Consideration of P&Z Action and Staff,
Applicant and Public Testimony

↓

DENIAL ← **City Council Action** → **APPROVAL**

THE CITY OF VILLA RICA

CONTACT US

Community Development Directory/City Engineer *Bobby C. Elliott, P.E.*	(678) 840-1213	belliott@villarica.org
Deputy Community Development Directory *Chris Montesinos*	(678) 840-1237	cmontesinos@villarica.org
Administrative Assistant *Kirsten Pilgrim*	(678) 840-1219	kpilgrim@villarica.org
Licensing & Permitting Specialist *Nyree Simpson*	(678) 840-1224	nsimpson@villarica.org
Licensing & Permitting Clerk *Whitney Cox*	(678) 840-1230	wcox@villarica.org
Planning & Zoning Specialist *Ronald Johnson*	(678) 840-1238	rjohnson@villarica.org
Building Inspector/Site Plan Review *Peggy Allen*	(678) 840-1231	pallen@villarica.org
Code Enforcement Officer *Robert Francis*	(678) 840-1215	rfrancis@villarica.org
Code Enforcement Officer *Travell Daniels*	(678) 840-1215	tdaniels@villarica.org
Code Enforcement Officer/Site Inspector *Charlie Marlar*	(678) 840-1215	cmarlar@villarica.org

Doc ID: 001311200003 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 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:

Witness

Notary Public

Charles Jordan
Notary Public, Fulton Co., GA
My Commission Expires Aug. 8, 2008

NCCF SUPPORT, INC.

BY: (L.S.)
Pamela K. Segars

TITLE: Vice President

[CORPORATE SEAL]

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. GA.R.L.S.# 2136.

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

2304/338

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.

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.

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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

2363/44

[redacted]
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

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 FG
2306 0339

2363 0045

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

BARBARA B. CHAKALOS
MY COMMISSION EXPIRES
MAY 19 2006
FULTON CO., GEORGIA
NOTARY PUBLIC

Southeast Land Partners, Ltd.

BY: _____ (L.S.)
Thomas Harris, President Metro Land Management, Inc., General Partner for Southeast Land Partners, LTD.

SEAL

BK PG
~~2306 0340~~
BK 2363 PG 0046 L

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:

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EBERLY & ASSOCIATES

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

September 9, 2020

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.

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.

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

WWW.EBERLY.NET

TEL: 770.452.7849
FAX: 770.452.0086

2951 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341

f. Water and Sewer will be provided by the City of Villa Rica. An 8" clay sewer line currently runs though 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 and 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. 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.

Total Acreage:	25.91 acres
Existing Zoning:	C2 General Business District
Zoning Classification Requested:	I2 Industrial
Number of Buildings Proposed:	One (1)
Possible Building Sizes:	347,760 s.f.

Sincerely,

Lauren Leyrer

Lauren Leyrer, PE

CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-01-21 and **VA-03-21** – Parcel #: V02 00700212 -Hwy 61 and 101 (Industrial Blvd) at Leggett Drive

CITY COUNCIL AGENDA DATE: July 13, 2021

DATE: June 22, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Rockhaven Homes, LLC of Brookhaven, GA has requested four variances for reduced front yard setbacks, reduced townhome widths, reduced building offset, and reduced distance between buildings in order to construct townhomes on a 21.74-acre vacant parcel.

BACKGROUND: The applicant proposes to construct 210 townhomes on the parcel. The parcel was previously zoned General Commercial (GC) under the Unified Development Code and was laterally rezoned to C2 upon the citywide rezoning in 2020. On May 11th, 2021, the City Council approved application RA-01-21 for a rezoning from C2 to SFA at the request of the applicant, and the requested variances were tabled to the July 13th meeting because the applicant did not communicate reasonings or hardships necessitating the desired variances from Section 9.03. The applicant did, however, give reasons for the front yard setback and townhome width variances (to permit the proper construction of the proposed townhomes given the size and configuration of the property, and the demand exists for the number of units proposed and the requested variances will enable that demand to be met.). The applicant has now submitted additional information explaining their reasonings for the requests from Section 9.03.

STAFF RECOMMENDATION: Staff recommends denial of all variances.

PLANNING COMMISSION: Rezoning (Approved 3-2); Variance (N/A)

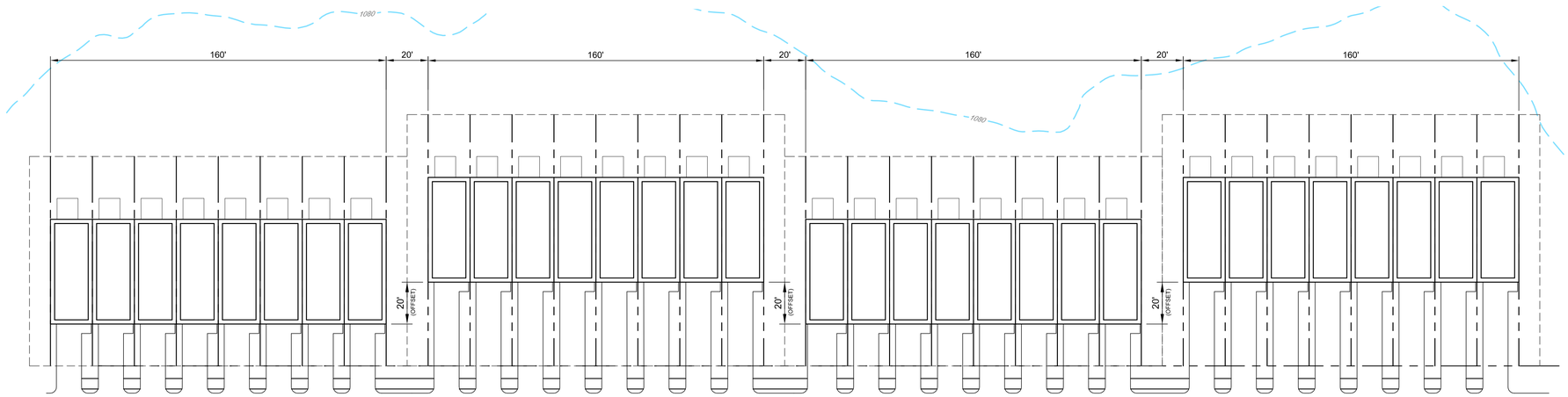
MOTION:

1. I move to deny the variance request from Rockhaven Homes, LLC of Brookhaven, GA to reduce front yard setbacks from 25’ for interior streets to 20’ for interior streets.

2. I move to deny the variance request from Rockhaven Homes, LLC of Brookhaven, GA to reduce the townhome widths required from 24’ wide to 20’ wide.

3. I move to deny the variance request from Rockhaven homes, LLC of Brookhaven, GA to reduce the building offset from adjacent buildings from 20’ to 5’.

4. I move to deny the variance request from Rockhaven Homes, LLC of Brookhaven, GA to reduce the distance between buildings from 40’ to 20’.



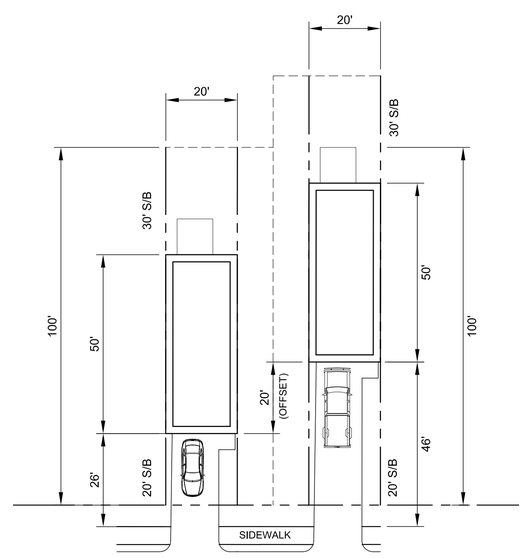
TYPICAL TOWNHOUSE LAYOUT SHOWING 20' OFFSETS

1" = 30'

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.



TYPICAL TOWNHOUSE LAYOUT

1" = 20'

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

CIVIL ENGINEERING
COA NO. PLB 004790
LAND SURVEYING
COA NO. LSF 000995
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

FALCON DESIGN CONSULTANTS

STOCKBRIDGE OFFICE
235 CORP. CTR. DR., STE 200
STOCKBRIDGE, GEORGIA 30281
Ph (770)389-8666 - Fax (770)389-8656

NEWNAN OFFICE
40 GREENWAY CT., STE. A
NEWNAN, GEORGIA 30265
Ph. (770) 755-7978

CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 807-7100

www.fdc-llc.com

CONCEPT PLAN
FOR
CONCEPT PLAN OFFSET EXHIBIT
LOCATED IN:
VILLA RICA, GA

REVISIONS

DATE	
1.	
2.	
3.	
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5.	
6.	
7.	
8.	

Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811

DATE:	
SCALE:	1" = 20'
PROJ NUMBER:	136.014
DRAWN BY:	MT
REVIEWED BY:	JDL
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER

1 OF 1

FALCON DESIGN CONSULTANTS, LLC. ALL RIGHTS ARE RESERVED. ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM FALCON DESIGN CONSULTANTS, LLC. IS EXPRESSLY PROHIBITED.

May 6, 2021

PROPOSED REZONING ON PROPERTY BY
ROCKHAVEN HOMES, INC.
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

Matthews & Redding, GP are the owners of land located on Industrial Boulevard at Leggett Drive in Villa Rica, GA, in Carroll County, Georgia (the "Property") which is under contract to Rockhaven Homes, LLC (the "Applicant"). The Applicant has submitted an application for rezoning of the Property from C-2 to SFA by application dated January 7, 2021 for the construction of singly family fee simple attached townhomes on 21.74 acres, together with a request for variance to section 9.03(2)(e) to permit offsets of buildings of 5 rather than 20 feet, to section 9.03(2)(d) to permit a distance of 20 feet between buildings, to section 4/06 to permit townhome widths of 20 feet rather than 24 feet, and to section 4.06 to permit units 20 rather than 25 feet from the rights of way.

PROPOSED USE

The Applicant proposes to construction 210 townhomes on the Property.

CONSTITUTIONAL REQUIREMENTS

In accordance with the requirements of various Georgia cases, including OS Advertising Company v. Rubin, 263 Ga. 761 (1994); Cobb County Board of Commissioners v. Poss, 257 Ga. 393 (1987); and Gradous v. Board of Commissioners, 256 Ga. 469 (1989), it is hereby submitted that the Code of Ordinances City of Villa Rica, together with subsequent amendments thereto, zoning the subject Property for C-2 purposes, is unconstitutional in that it renders the Property unusable and destroys its marketability. As such, the current zoning classification constitutes a taking of the Property without just and adequate compensation and without due process of law in

violation of the Fourteenth Amendment to the United States Constitution and in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I(a) of the Constitution of the State of Georgia. In this connection, the Applicant contends that to deny the SFA rezoning and associated variances constitutes an abuse of the police power, in that such denial bears no substantial relation to the public health, safety, morality, or general welfare. Accordingly, such action would constitute a deprivation of Property rights without due process of law. Furthermore, to deny the SFA rezoning and associated variances results in relatively little gain or benefit to the public while inflicting serious injury or loss on the Owner and the Applicant To this extent, such action is confiscatory and void. The Property is best suited for SFA use, as proposed by the Applicant, and to leave the Property zoned C-s renders the Property unusable and destroys its marketability. This is a taking of Property without just compensation and without due process of law. In reality, the denial of the requested rezoning and special use permit causes a detriment to public good, in that the public can be served by the facilities proposed by the Applicant given the particular location of this Property.

Accordingly, we respectfully urge your approval of the zoning request.

AMENDMENT TO
APPLICATION FOR
SPECIAL EXCEPTION

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: _____

APPLICANT

Applicant Name: Rockhaven Homes, LLC
Address: 4062 Peachtree Rd., NE, #277 **City:** Brookhaven **State:** GA **Zip:** 30319
Phone: (770) 519 - 1668 **Fax: (** **)** _____ - _____ **Email:** bhughes@rockhavenga.com
Agent Name: Joseph H. Fowler, Esq.
Address: P.O. Box 489 **City:** Douglasville **State:** GA **Zip:** 30133
Phone: (770) 920 - 2000 **Fax:** (770) 920 - 9119 **Email:** jfowler@hrflegal.com
Owner Name *(If different from applicant)*: Matthews & Redding GP
Address: 215 West Bankhead Hwy. **City:** Villa Rica **State:** GA **Zip:** 30180
Phone: (770) 231 - 8572 **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.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): ____ **Conditional Use Permit** _X_ **Development Standards Variance**

Name: Villa Rica Townhomes
Special Exception Location (attach location map): Industrial Blvd.
Proposed Use: Single Family Fee Simple Attached Townhomes
Square Footage of Site: 21.74 acres
Assessor's Parcel Number: V02 0070012
Describe Proposed Special Exception:
An exception to Section 9.03(2)(e) to permit offsets of buildings of 5 feet rather than 20 feet
An exception to Section 9.03(2)(d) to permit a distance of 20 feet between buildings
An exception to Section 4.06 to permit townhome widths of 20 feet rather than 24 feet
An exception to Section 4.06 to permit units 20 feet rather than 25 feet from right-of-way

(For Office Use Only)

Total Amount Paid $_____ Cash_____ Check #_____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved Denied Date: _____ Conditions: No Yes How many: _____

City Council Decision: Approved Denied Date: _____ Conditions: No Yes How many: _____

Manager's Signature: _____ Date: _____

APPLICATION FOR
SPECIAL EXCEPTION

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

I, Brad Hughes ***, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.***
ROCKHAVEN HOMES, LLC

By: [signature] for Fowler attorney 5-6-21

Signature of Applicant **Date**
By: Brad Hughes, Member

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with Zoning Ordinance requirements.

1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2) A site development plan prepared in conformance with all application requirements;
3) *A written statement describing the following:*
   a) The proposed use;
   b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
   c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
   d) The areas that are most likely to be directly affected by such change and the likely effects;
   e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
4) Any other exhibits as may be required by the Community Development Manager.

APPLICATION FOR
SPECIAL EXCEPTION

Disclosure of Campaign Contributions
In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant[1] made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating $250 or more or made gifts having in the aggregate a value of $250 or more to a member of the City Council who will consider the application?

Yes _____ No __X__

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift $250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 6 day of MAY, 2021.

ROCKHAVEN HOMES, LLC
Applicant's Name – Printed

Signature of Applicant
For By: Brad Hughes, Member

Joseph H. Fowler, Esq.
Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

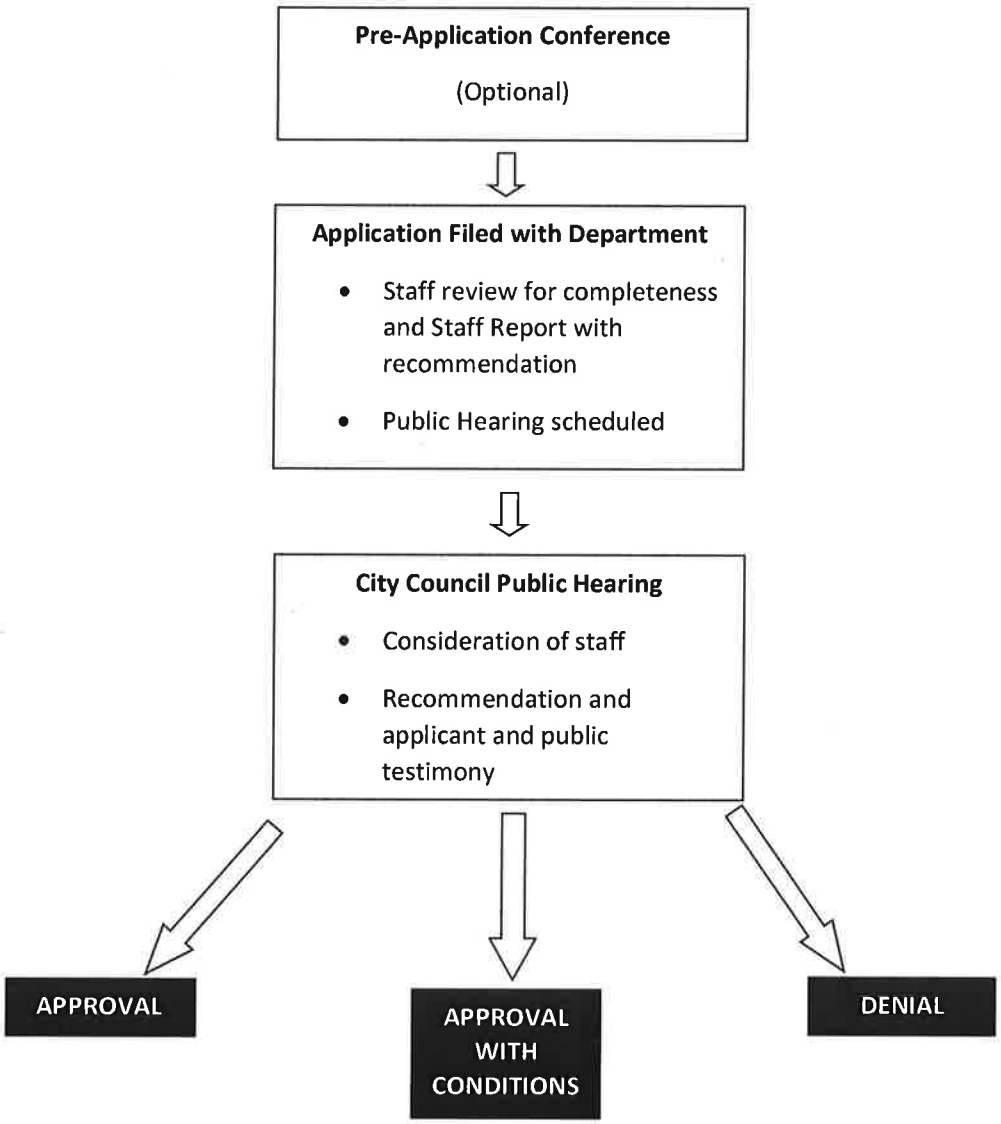
Sworn to and subscribed before me this 6th day of May, 2021.

SUSAN E SELBY
NOTARY
EXPIRES
GEORGIA
NOV. 17, 2022
PUBLIC
DOUGLAS COUNTY

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.

PROCESS


Pre-Application Conference
(Optional)
Application Filed with Department
Staff review for completeness and Staff Report with recommendation
Public Hearing scheduled
City Council Public Hearing
Consideration of staff
Recommendation and applicant and public testimony
APPROVAL
APPROVAL WITH CONDITIONS
DENIAL

AFFIDAVIT

Authorization by Property Owner

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Carroll County, Georgia.

I authorize the persons named below to act as applicant in the pursuit of obtaining the Special Exception.

Name of Applicant: Rockhaven Homes, LLC

Address:

4062 Peachtree Road, N.E., #277

Brookhaven, GA 30319

Telephone Number: 770-231-8572

MATTHEWS & REDDING GP

JEFF MATTHEWS, General Partner

Owner (Printed Name)

Jeff Matthews G.P.

Signature of Owner

1-08-2021

Date

Personally Appeared Before Me:

Who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Janice Bass

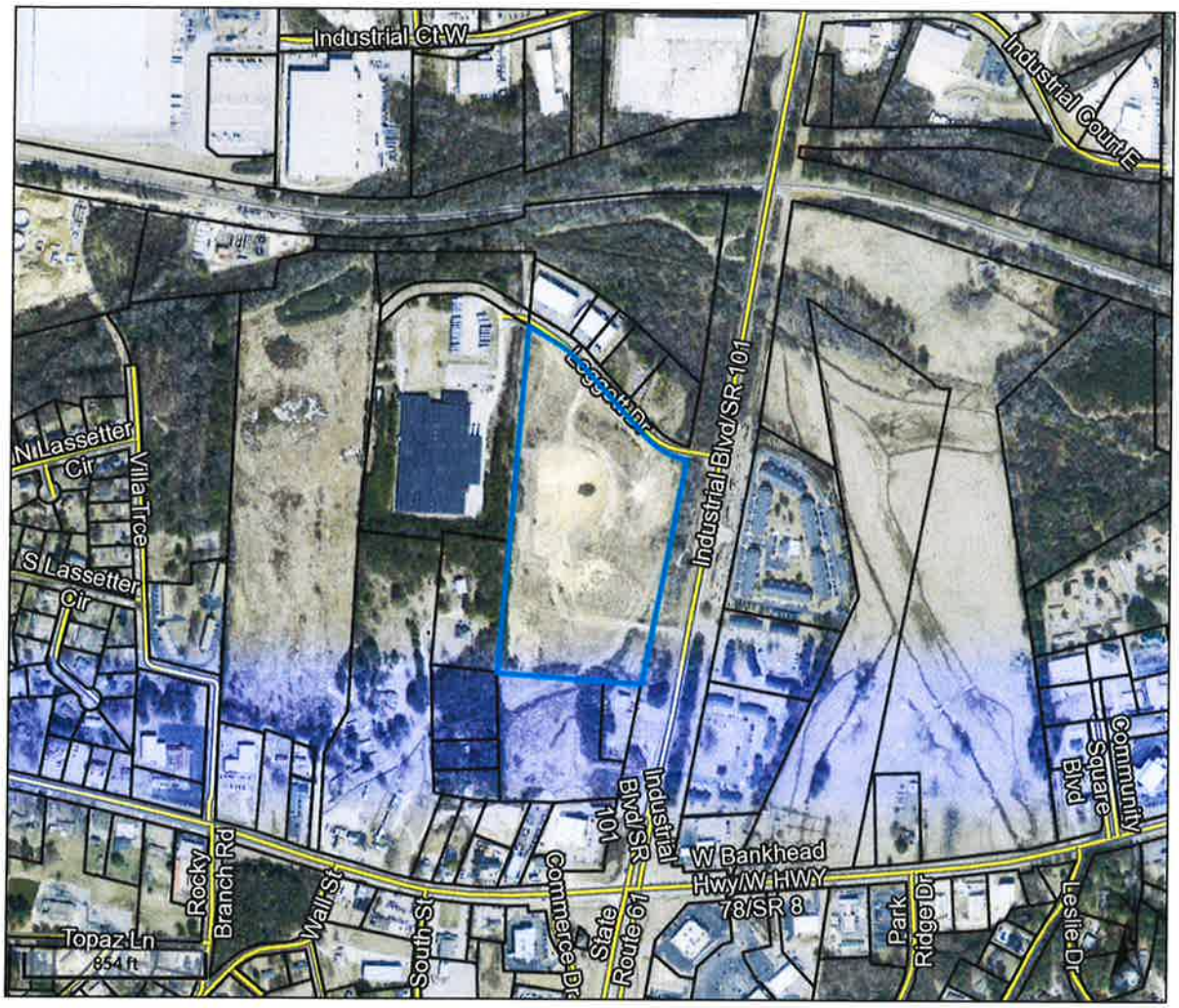
Notary Public

1-8-2021

Date

JANICE BASS NOTARY PUBLIC EXPIRES GEORGIA Oct. 2, 2024 HARALSON COUNTY

qPublic.net™ Carroll County, GA



Overview

Legend

- Parcels
- Roads

Parcel ID	V02 0070012
Class Code	Commercial
Taxing District	VILLA RICA
Acres	21.75

Owner	REDDING BURNELL & MATTHEWS JEFF 2381 LEE PLACE VILLA RICA, GA 30180
Physical Address	INDUSTRIAL BLVD
Assessed Value	Value $401250

Last 2 Sales

Date	Price	Reason	Qual
12/22/2008	0	QC	U
10/1/1993	$100000	PI	U

(Note: Not to be used on legal documents)

Date created: 1/8/2021
Last Data Uploaded: 1/7/2021 6:16:28 PM

Developed by Schneider GEOSPATIAL

BK PG

4457 079

199045

2008-006945
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 0
DATE 12-30-08
CLERK OF SUPERIOR COURT

FILED
CARROLL COUNTY
CLERK SUPERIOR COURT
08 DEC 30 AM 11:09
CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

Prepared by and return to:

J. Marshall Martin
Foltz Martin, LLC
Five Piedmont Center, Suite 750
Atlanta, Georgia 30305

(6) ENV

Cross reference Deed Book 799, Page 574
Carroll County Records

QUITCLAIM DEED

THIS INDENTURE, is made this the 22nd day of December 2008, between **JEFF R. MATTHEWS**, as party of the first part (hereinafter called the "Grantor") and **MATTHEWS & REDDING, GP**, a Georgia general partnership, as party of the second part (hereinafter called the "Grantee").

The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration in hand paid and before the sealing and delivery of these presents, the receipt of which 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 Grantee, all that tract or parcel of land lying and being in Carroll County, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires
(NOTARIAL SEAL)

NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
FEB. 14, 2012

GRANTOR

Jeff R. Matthews

~~[CORPORATE SEAL]~~

708955.1

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT I

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land lot 163 of the 6th District of Carroll County, Georgia, and being within the corporate limits of the City of Villa Rica, Georgia and more particularly described as follows:

To find the point of beginning, commence at the intersection of the northerly right of way of U.S. Highway 78 with the westerly right of way of Georgia Highway No. 101-Industrial Boulevard, and from said point run thence along the right of way of Georgia Highway No. 101-Industrial Boulevard, north 02 degrees 04 minutes 41 seconds east 46.58 feet; thence along said right of way north 10 degrees 45 minutes 18 seconds east 823.16 feet to a point, said point being the True Point of Beginning; thence north 85 degrees 44 minutes 54 seconds west 659.13 feet to an iron pin found; thence north 04 degrees 43 minutes 09 seconds east 1586.49 feet to a point on the southerly edge of the proposed right of way of Leggett and Platt Drive; thence south 59 degrees 13 minutes 29 seconds east 145.31 feet to a point; thence in a southeasterly direction and following a curve to the right an arc distance of 133.08 feet to a point (said are being subtended by a chord with a bearing of south 50 degrees 42 minutes 17 seconds east and a distance of 132.59 feet from the last described point); thence south 42 degrees 11 minutes 05 seconds east 465.00 feet to a point; thence in a southeasterly direction and following a curve to the left an arc distance of 212.38 feet to a point (said are being subtended by a chord with a bearing of south 60 degrees 42 minutes 30 seconds east and a distance of 208.70 feet from the last described point), said point also being the intersection of the southerly edge of the right of way of Leggett and Platt Drive, and the westerly edge of the right of way of Georgia Highway 101; thence south 10 degrees 46 minutes 06 seconds west along the right of way of Georgia Highway 101, 1043.63 feet to the point of beginning.

The captioned premises being designated as Tract 2 consisting of 21.75 acres as shown per survey for Neal McCreary, Burnell Redding and Jack Helms, prepared November 30, 1987, by Douglas C. Crawford, Surveyor, which plat of survey by reference thereto is incorporated in this description.

Being the same property as described in that deed dated February 10, 1989 from Delta Villa Rica Land Company to Burnell Redding, Jack Helms as recorded in Deed Book 620, Page 699, Clerk's Office, Carroll Superior Court.

TRACT II

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 191 of the 6th District of Carroll County, Georgia, and being more particularly described as follows:

Beginning at the northeast corner of Land Lot 191 of Carroll County, Georgia, being the common corner of Land Lot 195, 394, 190 and 191, said district and section; thence south 3 degrees 59 minutes 12 seconds west a distance of 634.75 feet to the True Point of beginning; thence north 67 degrees 12 minutes 32 seconds east a distance of 43.71. feet along the southeasterly edge of the right of way of Rose Street; thence north 58 degrees 19 minutes 57 seconds east a distance of 72.58 feet; thence continuing along said right of way north 30 degrees 13 minutes 43 seconds east a distance of 33.71 feet to a point; thence south 38 degrees 46 minutes 50 seconds east a distance of 569.87 feet to an iron pin; thence north 53 degrees 44 minutes 38 degrees 30 seconds east a distance of 335.00 feet to a point; run thence south 38 degrees 08 minutes 30 seconds east a distance of 472 feet to a point; thence north 27 degrees 36 minutes 15 seconds east a distance of 219 feet to a point on the southerly edge of a 60 foot right of way for Rockmart Highway; thence south 76 degrees 27 minutes 18 seconds east a distance of 23.70 feet along said right of way to a point on the southwest corner of the intersection of the Rockmart Highway right of way with the Southern Railroad right of way; thence south 4 degrees 51 minutes 40 seconds west a distance of 639.30 feet along the 50 foot right of way for Southern Railroad; thence north 85 degrees 8 minutes 20 seconds west a distance of 88 feet to a point; thence north 00 degrees 23 minutes 00 seconds west, a distance of 90 feet to a point; thence south 89 degrees 37 minutes 00 seconds west a distance of 231 feet to a point; thence south 00 degrees 23 minutes 00 seconds east a distance of 178.61 feet to a point; thence north 86 degrees 59 minutes 00 seconds west a distance of 834.14 feet to an iron pin; thence north 00 degrees 36 minutes 42 seconds east a distance of 332.61 feet to an iron pin; thence north 03 degrees 17 minutes 29 seconds east a distance of 689.00 feet to the Point of Beginning.

The above described property being more fully shown as Tract IV containing 20.84 acres on that plat entitled "Property Survey for Delta Villa Rica Land Company" by Douglas C. Crawford, R.L.S. #1833 dated August 12, 1988 and said survey and the description contained therein is hereby incorporated by reference.

The above described property being shown as Tract IV on that deed dated October 10, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 701, Clerk's Office, Carroll Superior Court.

TRACT III

All my undivided one-Half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 163 of the 6th District and 5th Section of Carroll County, Georgia, and being within the corporate limits of the City of Villa Rica, Georgia, more particularly described as follows:

To find the point of beginning, commence at the intersection of the northerly right o£ way of U. S. Highway 78 with the westerly right of way of Georgia Highway Number 101-Industrial Boulevard and from said point run thence north 02 degrees 04 minutes 41 seconds east along the westerly right of way of Georgia Highway No. 101-Industrial Boulevard a distance of 46.58 feet to a point; thence north 10 degrees 45 minutes 18 seconds east along the westerly right of way of Georgia Highway No. 101-Industrial Boulevard, a distance of 823.16 feet to an iron pin; thence north 10 degrees 46 minutes 06 seconds east along the westerly edge of Georgia Highway No. 101-Industrial Boulevard, a distance of 1043.36 feet to a point at the intersection of said highway with the southerly edge of the proposed right of way of Leggett and Platt Drive (60 foot right of way); thence continuing north 10 degrees 46 minutes 06 seconds east along Georgia Highway 101 a distance of 60 feet to a point at the intersection of the westerly edge of Georgia Highway No. 101 with the northerly edge of the proposed right of way of Leggett and Platt Drive; thence in a westerly and northwesterly direction along the right of way of Leggett and Platt Drive, and following the curvature thereof, a distance of 852.85 feet to a point, said point being the True Point of Beginning; thence north 59 degrees 13 minutes 29 seconds west along Leggett and Platt Drive 111.31 feet to a point; thence north 04 degrees 43 minutes 09 seconds east 242.33 feet to a point; thence south 63 degrees 25 minutes 06 seconds east 107.75 feet to a point; thence :south 04 degrees 43 minutes 09 seconds west 251.10 feet to the point of beginning.

The captioned premises being 0.57 acres, as shown per survey for Jack Helms and Burnell Redding prepared January 30, 1989, by Douglas C. Crawford, Surveyor, which plat of survey by reference thereto is incorporated in this description.

The above described property being the same property as shown in that deed dated February 10, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 697, Clerk's Office, Carroll Superior Court.

TRACT IV

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 194 of the 6th District of Carroll. County, Georgia, and being more particularly described as follows;

Beginning at an iron pin located in the southwest corner of Land Lot 194, said iron pin being located at the common corner of Land Lot 194, 191, 195 and 190, said district and section; thence north 1 degree 53 minutes 52 seconds east a distance of 460.44 feet along the west land lot line of land Lot 194 to an iron pin found; thence north 62 degrees 43 minutes 24 seconds east a distance of 153.70 feet to an iron pin found; thence north 62 degrees 43 minutes 24 seconds east a distance of 21.10 feet to a point, said point being located on the westerly side of the Rockmart Highway (60 foot right of way); thence south 17 degrees 44 minutes 27 seconds east a distance of 352.20 feet along said right of way to an iron pin; thence south 82 degrees 15 minutes 33 seconds west a distance of 169.40 feet to an iron pin; thence south 2 degrees 35 minutes 27

seconds east a distance of 182.00 feet to an iron pin which is located on the south land lot line of Land Lot 194; thence north 89 degrees 35 minutes 42 seconds west a distance of 47.16 feet to a point; thence south 89 degrees 33 minutes 43 seconds west a distance of 71.14 feet to the original Point of Beginning.

The above described property being more fully shown as Tract II containing 2.05 acres on that plat entitled "Property Survey for Delta Villa Rica Land Company, Burnell Redding" by Douglas C. Crawford, R.L.S. #1833 dated 8/12/88, revised December 16, 1988 and said survey and the description contained therein is hereby incorporated by reference. The above described property being the same as Tract II as shown in that deed dated February 10, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 701, Clerk's Office, Carroll Superior Court.

TRACT V

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 191 of the 6th District of Carroll County, Georgia, and being more particularly described as follows;

Beginning at a point on the southeast corner of the intersection of Rose Street and Second Street in the town of Villa Rica, Georgia, and run thence north 89 degrees 9 minutes 34 seconds east a distance of 150 feet along the southerly edge of the 50 foot right of way of Second Street to the True Point of Beginning; thence north 89 degrees 9 minutes 34 seconds east a distance of 76.35 feet along said right of way to a point; thence south 35 degrees 33 minutes 53 seconds east a distance of 134.25 feet to a point; thence south 53 degrees 24 minutes 40 seconds west a distance of 180 feet to a point; thence north 02 degrees 37 minutes 53 seconds west a distance of 215.61 feet to the Point of Beginning.

The above described property being the same as Tract III in that deed dated February 19, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 701, Clerk's Office, Carroll Superior Court.

TRACT VI

All my undivided one-half interest in and to the following described property, to-wit:

Being in the Sixty District and Fifth Section of Carroll County, Georgia in the City of Villa Rica, a part of original Land Lot Number 191, located on what is known as Rockmart Road or Highway No. 101, and more particularly described as follows: The said tract being Lot No. 34 as shown on plat of property of Villa Rica Mills, Inc. as surveyed by E. M. Smith, registered Surveyor No. 293 of Dalton, Georgia, on November 9, 1960, and recorded in Plat Book 5, Page 6, in the Office of the Clerk of the Superior Court of Carroll County, Georgia, and situated thereon is one frame dwelling. The said plat and record is herein incorporated by reference for a more complete description. Said property being known as 614 Rockmart Road, Villa Rica, Georgia.

The above described property being the same as that property described in that deed dated September 4, 1992 from Mai B. Sparti to Jack Helms and Burnell Redding, d/b/a Helms and Redding Company.

TRACT VII

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 196, of the 6th District and 5th Section of Carroll County, Georgia and being known and designated as Lot No. 34, as shown and delineated on a certain survey entitled "IRON CREEK", prepared by Edwin Thorpe McConnell, Georgia Registered Land Surveyor No. 741, dated April, 1985, and recorded in Plat Book 28, Page 117, in the Office of the Clerk of the Superior Court of Carroll County, Georgia. Said plat and the record thereof are by this reference incorporated herein.

The above described property being the same as that property as described in that deed dated October 22, 1987, as recorded in Deed Book 578, Page 642, Clerk's Office, Carroll Superior Court.

RECORDED DEC 3 1 2008
KENNETH SKINNER, CLERK

Summary Description of Project

Rockhaven Homes has the parcel of 21.74 acres under contract of the construction of single family attached townhomes at a density of 9.62 units per acre, generally in keeping with the site plan that is provided with the application. Prices will likely begin in the low $200,000's, depending upon market conditions.

The project is consistent with the character and nature of uses in the vicinity of the property and is consistent with the City's Comprehensive Plan.

The Applicant seeks to reduce the front year setback from 35 to 20 feet and to reduce the townhome width from 24 feet to 20 feet with single car garages. These requested special exception variances will permit the proper construction of the proposed townhomes given the size and configuration of the property on which the homes will be located. The demand exists for the number of units proposed, and the requested variances will enable that demand to be met.

Planning & Zoning
Community Development Department

Villa Rica City Hall
571 W. Bankhead Hwy
Villa Rica, GA 30180
T: 678.840.1238
F: 770.459.7003
www.villarica.org

May 7, 2021

Kirsten Pilgrim, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Rockhaven Homes, LLC
RA-01-21 and VA 03-21
Hwy 61 and 101 (Industrial Blvd) at Leggett Drive
Land Lot 162, District 6th
Parcel # V02 0070012
Acreage: 21.74
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Mac Pilgrim
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Pilgrim:

Rockhaven Homes, LLC (the Applicant) seeks a rezoning of a 21.74-acre vacant parcel from Commercial Medium-Density (C2) to Single-Family Attached (SFA) as well as four variances for reduced front yard setbacks, reduced townhome widths, reduced building offsets and reduced distance between buildings. The variances are outlined in Section D.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Application for Zoning Map Amendment, dated January 5, 2021;
2. Application for Special Exception (Development Standards Variance), dated January 7, 2021;
3. Affidavit/Authorization by Property Owner, dated and notarized on January 7th, 2021;
4. Applicant Summary Description of Project, undated and unsigned;
5. Quitclaim deed, dated December 22nd, 2008, signed by Jeff R. Matthews;
6. Qpublic Carroll County Tax Assessor information sheet, undated;
7. Concept Plan, dated February 10th, 2021, prepared by Falcon Design Consultants;
8. Color rendering of site plan, undated, prepared by Falcon Design.

A. Existing Conditions

The subject property is located west of Industrial Boulevard and south of Leggett Drive. The parcel has frontage along both roadways (1,047' of frontage along Industrial Boulevard and 955' of frontage along Leggett Drive). The property is relatively flat with a stream that cuts through the southeast corner of the lot and continues parallel to Industrial Boulevard within the right-of-way (and outside of the property boundary).

The parcel is currently zoned Commercial Medium-Density (C-2) and features undeveloped land. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the Industrial Medium-Density (I-2) zone to the west and north (across Leggett Drive). Two I-2 zoned parcels to the north of the parcel are undeveloped. The parcel is also adjacent to existing residential uses to the east and west. The western residential uses are single-family homes and are zoned I-2, whereas the residential structures to the east across Industrial Boulevard are zoned Multifamily Low-Density (MF1) and inclusive of Arbor Bend Apartments, Hampton Court Apartments and Hampton Court Apartments II. The southern border of the property is adjacent to Carroll County Fire Rescue Station 9 and raw undeveloped land, both zoned C-2.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial Medium-Density (I-2)	Industrial Conservation/Open Space
East	Multifamily Low-Density (MF1)	Urban Village Conservation/Open Space
South	Commercial Medium-Density (C-2)	Industrial Conservation/Open Space
West	Industrial Medium-Density (I-2)	Industrial

Figure 1: Carroll 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. The Unified Development Code (UDC) zoned the property as General Commercial (GC). The Community Development Office does not have record of any previous applications being filed for this property. In November of 2020, the City Council rezoned the property to Commercial Medium-Density (C2), which was a lateral change from the previous GC zone, at the request of the property owner. The city initially proposed to rezone the property Industrial Medium-Density (I2), however the property owner submitted documents to establish a vested right in the commercial zoning designation upon objection.

C. Proposed Development

The applicant's request to rezone the property to SFA requires the implementation of several residential design standards and other sections of the development ordinance that are applicable to residential and townhouse developments.

The applicant is under contract for the 21.74-acre parcel in question and proposes a 210-unit single-family attached townhome community with a density of 9.62 dwelling units per acre. The applicant states in their Summary Description of the Project that the townhomes will have price points beginning in the low $200,000s "depending on market conditions". Townhomes are a permitted use in the SFA zoning district.

Design Standards and Bulk Requirements

The applicant is expected to follow all architectural design standards indicated within Section 9.03 *Multifamily and Single-Family Attached Design Standards*. The applicant is deficient in the following two subsections of Section 9.03 as indicated below:

1. (d) Buildings shall be located so that the window-to-window distance between buildings or facing exterior walls shall not be less than forty (40) feet, as measured by a line perpendicular to the plane of the surface of said window. This distance may be reduced to not less than thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose. **The applicant's site plan indicates the vast majority of principle buildings are 20' throughout the development.**
2. (e) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row. **While it appears that the applicant does not propose more than eight (8) townhomes per building, the buildings themselves are all paralleled to their corresponding streets and are offset by only 5'.**

In addition to the above two sections, the applicant has requested two variances from Section 4.06/Table 4.4: *Residential Lot Standards* for the following (See Section D):

1. Reduce the front yard setback from 35' to 20'
2. Reduce townhome width from 24' to 20' wide with single-car garages

See Table 4 below for yard and bulk requirements in the SFA Zone as indicated in the Zoning Ordinance:

TABLE 4 - BULK REQUIREMENTS – SINGLE-FAMILY ATTACHED ZONING DISTRICT			
	Required	**Proposed**	**Conforming (C) or Nonconforming (NC)**
Minimum Lot Area (ac)	0.229	21.74	C
Minimum Lot Width (ft)*	50	650+	C
Minimum Front Yard Setback (ft)	45 (Industrial Blvd) 35 (Leggett Drive) 25 (Interior Streets)	250+ 35 (Leggett Drive) 20 (Interior Streets)	NC
	Required	**Proposed**	**Conforming (C) or Nonconforming (NC)**
Minimum Rear Yard Setback (ft)	15	30	C
Minimum Side Yard Setback (ft)	0 (between units) 10 (between buildings)	0 (between units) 10 (between buildings)	C
Maximum Building Coverage	40	Unknown	Unknown
Maximum Building Height (ft)	40	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040	Unknown	Unknown
*** The minimum unit width is proposed to be 20' whereas the ordinance requires 24' minimums. The lot width shown is for the entire 21.74-acre parcel.**			

The development is proposed to have city sewer and water, and the applicant is required to follow all requirements of the Villa Rica Development Code. The width of the internal streets has not been indicated, but are required to be 50' in width as per the Development Code.

Amenities/Open Space

The applicant has proposed several common areas, a bus shelter and a detention throughout the development. The concept plan indicates the total space dedicated to common space is 7.46 acres, which is 34.3% of the total lot area. The developer proposes the following amenities: a playground, dog park, great lawn, pavillion, and a common park. The city's ordinance permits for the following mix of amenities at the discretion of the developer and approval of the City Council:

- Swimming pool sized to comply with NRPA standards.
- Golf course.
- Resident clubhouse.
- Two tot lots with a minimum size of five-hundred (500) square feet per lot
- Basketball, volleyball, or other sport court.

- Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
- Other amenity approved by the City Council.

The city requires a minimum number of amenities for multi-family residential subdivisions. According to the Villa Rica Zoning Ordinance, "Developments with one-hundred seventy-six (176) or more dwelling units shall provide at least three (3) amenities and the City Council shall determine the ratio of additional recreational amenities based on National Recreation and Park Association standards."

Being that the applicant proposes 210 units, it is required for the applicant to install three amenities. None of the proposed amenities meet the requirements of the ordinance, unless the City Council chooses to approve them in place of the amenities specified in the ordinance.

The SFA zone has an 12% open space requirement as per Table 7.24 of the Villa Rica Zoning Ordinance. The ordinance specifies what is considered nonqualifying open space and qualifying open space as specified below:

Table 7.24: Minimum Required Open Space		
Zoning District	**Percentage of Open Space**	**Notes**
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

TABLE 5 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
Non-Qualifying Open Space	**Qualifying Open Space**
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands
Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors

The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.
Any wetlands on the development site, unless preserved as a conservation area.	

The city may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities for the development as stated above, not to exceed a maximum density bonus of 20%.

Offsite Improvements

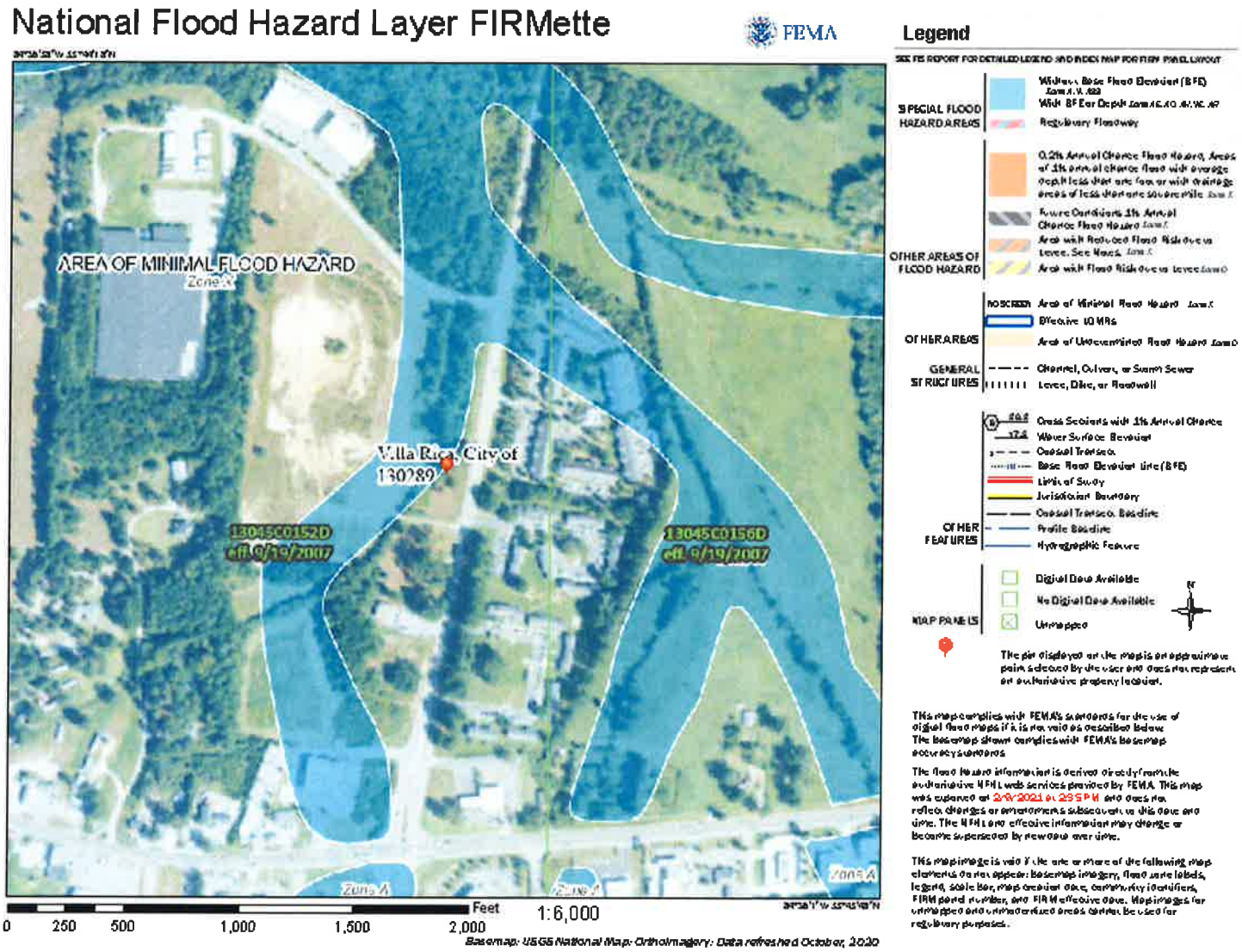
The developer proposes sidewalks on both sides of the street leading into the development from the street aprons along Leggett Drive and Industrial Boulevard in addition to several trees along the perimeter of the site on Leggett Drive and a new entrance drive from Industrial Boulevard. No other off-site improvements are indicated on the plat.

Density

The applicant has proposed a gross density of 9.6 dwelling units per acre (du/acre) and a net density of 11.4 du/acre spread over a net acreage of 18.32, which accounts for the interior streets, based on the Preliminary Plat submitted. The total permissible gross density permitted in the SFA zone is 17.424 du/acre, which would permit a total of 379 units over the entire acreage of the lot. The applicant is proposing less density than the ordinance allows.

Flood Plain

A portion of the subject property is located within a flood zone. A north-south traveling stream on the southeastern section of the lot is centered on the 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. Figure 2, below, indicates the flood zone map:



Buffering/Screening/Tree Conservation:
A landscaping plan was not submitted by the applicant. Section 7.05(7)(b) of the zoning ordinance requires decorative perimeter fences/walls or mounds combined with plant material. Decorative perimeter fences/walls shall be constructed of masonry, stone, wood, or decorative metal. Fences/walls constructed of synthetic materials that simulate natural materials may also be considered. Fences/walls must be at least thirty-six (36) inches in height, but not over seventy-two (72) inches in height. Transparent (open) or opaque fences/walls may be used. Fencing/walls may only be provided by the developer and only located in the area designated as "common area" or "landscape easement." Landscaping is to be placed on the right-of-way side of the fence/wall, outside of the public right-of-way. The developer has not indicated fencing, walls mounds or landscaping within a perimeter area as required.

Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots within the newly formed development are also required to have two trees each, and ten (10) shrubs. Front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Rezoning Review Criteria
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;

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes "Industrial Activity Center" and "Conservation/Open Space" as future land uses for the parcels. The intent of the Industrial Activity Center is as follows:

"The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive

industrial setting. 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 Activity Center has design principles that recommend moderate to high intensity. The primary future land uses are 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 care indicated below:

TABLE 2 - APPROPRIATE ZONING CATEGORIES – INDUSTRIAL ACTIVITY AREA	
UDC Zoning Categories	**Corresponding 2020 Zoning Ordinance Category**
Light Industrial (LI)	Industrial Low-Density (I1)
Heavy Industrial/General Industrial (GI)	Industrial Medium-Density (I2)
Heavy Commercial/General Commercial (GC)	Commercial Medium-Density (C2)

The intent of the Conservation/Open Space Character Area is as follows:

"Conservation areas are public or privately-owned properties that are not suitable for development and are intended to be permanently protected for natural area conservation and passive recreation purposes. Open space areas also include parks and undeveloped areas that provide both passive and active recreation opportunities. Conservation and open space areas are located throughout Villa Rica, represented primarily by floodplain areas, wetlands, parks, and publicly and privately-owned land in its natural state as green space. In addition, trails and greenways associated with the Villa Rica Trail Master Plan (Gold Nugget Trail) are integrated into existing open space areas."

The design principles of the uses within the character area are to limit vehicular access, pedestrian connectivity with greenways and trails, maintaining public and private greenspace and natural landscapes, minimizing impervious surface, emphasizing natural landscapes with limited recreation-related buildings to provide access to the community, and building placement and exterior materials that blend with the surrounding landscape. Generally, construction of commercial, industrial or residential uses is not in-kind with development within the character area.

TABLE 3 - APPROPRIATE ZONING CATEGORIES – INDUSTRIAL ACTIVITY AREA	
UDC Zoning Categories	**Corresponding 2020 Zoning Ordinance Category**
Water Resource District (WRD)	N/A
Flood Hazard (FH)	N/A
Applicable to various zoning districts	N/A

ii. **Current conditions and the character of current structures and uses in each district;**
The lot is currently vacant. The character of the SFA zone is residential in nature, and is specialized for townhomes. All uses north of the site are industrial, and the adjacent sites to the east are multifamily. The subject property would be the only townhouse community in the general vicinity and only one of two townhouse communities on the western side of the city.

iii. **The most desirable use for which the land in each district is adapted;**
Industrial Boulevard has a mix of industrial and residential uses, and a small number of commercial uses north of W. Bankhead Highway. Apartment uses are directly east of the site. Being that there are no new construction opportunities in this section of the city, and easy access to other major roadways, the townhome community is a desirable use for the property and will generate more "missing middle" housing types and styles for Villa Rica.

iv. **The conservation of property values throughout the jurisdiction; and**
The property values for residential zoned properties nearby is projected to increase as they will be positively impacted by quality development, improved comps and higher price points within close proximity.

v. **Responsible development and growth**
Locating higher density and intensity uses near 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):

i. **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 features multi-family apartment uses and industrial uses primarily, in addition to a smaller quantity of commercial and single-family detached uses nearby. No townhome developments are currently within the designated area, and the development as proposed would be the only townhome development along Highway 61/101. The zoning proposal is not supported by the Comprehensive Plan.

ii. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**
It is not anticipated that the rezoning will have an effect on surrounding uses, since high density and intensity uses are currently located in the general vicinity of the area.

iii. **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 currently zoned. The Industrial Boulevard corridor is an extension of the commercial area south of W. Bankhead Highway, which has limited growth opportunities near W. Bankhead Highway. Because of the size and location of the parcel, a commercial use can be desirable on the property. Therefore, reasonable economic use of the property as zoned is currently possible.

iv. **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 density of the use will increase car trips along Industrial Boulevard and Leggett Drive, which may require a traffic impact analysis to be reviewed by the City Engineer. A traffic light at this intersection, and associated acceleration lanes, deceleration lanes and turning lanes may be required. School-aged children would utilize Villa Rica Elementary School, Villa Rica Middle School and Villa Rica High School.

v. **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 rezoning is not supported by the Comprehensive Plan. The Comprehensive plan prescribes Industrial Activity Center as the land use character area, which recommends industrial and commercial zoning categories. The Comprehensive Plan does not specify residential uses as acceptable uses.

vi. **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.

D. Variances

The developer has requested variance relief from two subsections of Section 4.06/Table 4.4 and two subsections of Section 9.03 *Multifamily and Single-Family Attached Design Standards* for a total of four variances as outlined below. The applicant has indicated that the purpose of their request for relief from Section 4.06/Table 4.4 is to "permit the proper construction of the proposed townhomes given the size and configuration of the property on which the homes will be located. The demand exists for the number of units proposed, and the requested variances will enable that demand to be met. The applicant has not offered any purposes for their relief from Section 9.03 nor any benefits any of the four variances will provide the broader project or the city at-large. No

architectural plans have been submitted for review.

The Applicant has requested variance relief for the following (staff comments in **bold**):

1. Section 4.06/Table 4.4 – A minimum front yard setback of 35' is required from Leggett Drive and 25' from interior streets.

   The applicant proposes setbacks of 20' from interior streets.

2. Section 4.06/Table 4.4 – The minimum living area façade width is 24' in the SFA Zone.

   The applicant proposes a minimum width of 20' wide with a single-car garage.

3. Section 9.03(2)(d) – Buildings shall be located so that the window-to-window distance between buildings or facing exterior walls shall not be less than forty (40) feet, as measured by a line perpendicular to the plane of the surface of said window. This distance may be reduced to not less than thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose. **The applicant's site plan indicates the vast majority of principle buildings that are 20' throughout the development.**

4. Section 9.03(2)(e) – Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row. **While it appears that the applicant does not propose more than eight (8) townhomes per building, the buildings themselves are all paralleled to their corresponding streets and are offset by only 5'.**

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 are not clear as they have not been articulated in the applications or any application addendums. No benefits to the approval of the deviations could be found. In addition, the purposes of the Comprehensive plan would not be advanced by the variances/deviations, and the benefits of the variances/deviations would not 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 design guideline deviations 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 deviations. The area in question has a large variation of land uses with higher densities and/or intensity of uses than many other areas of the city. The projected housing cost for the proposed development, which begin in the low $200,000s according to the developer, is expected to increase the value of the detached homes in the general vicinity. Of the many goals of the design standards in the ordinance, one is to protect property values within the city as a whole and existing nearby locations. The variances, as requested, will not negatively impact the adjacent areas and in turn will meet this goal.

iii) 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. The applicant has not advised the city on the purposes of the request or any external factors that prevent them from complying with the ordinance. It appears that the request is self-imposed based on the concept plan submitted.

E. Comments

1. The applicant should provide testimony regarding the purposes of applying for variance reliefs, the benefits of the variances being approved, and any hardships requiring the variance relief requested.

2. The Planning Commission should only review considerations within this report and the entirety of the application specific to the rezoning. The Planning Commission does not have jurisdiction over variances or special exceptions.

3. 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.

4. The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.

5. Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.

Recommendation:

Staff recommendation:

Rezoning: DENIAL

Reasons: The SFA Zone does not meet the "Appropriate Zoning Categories" listed in the Comprehensive Plan for the Industrial Activity Center Character Area.

Variances: DENIAL

Reasons: The applicant has not specified any hardships or a purpose for the variance relief requested from Section 9.03. The request for all four variances appears self-imposed based on the concept plan submitted.

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 18th, 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, two residents have contacted the city via letter objecting to the proposed development.

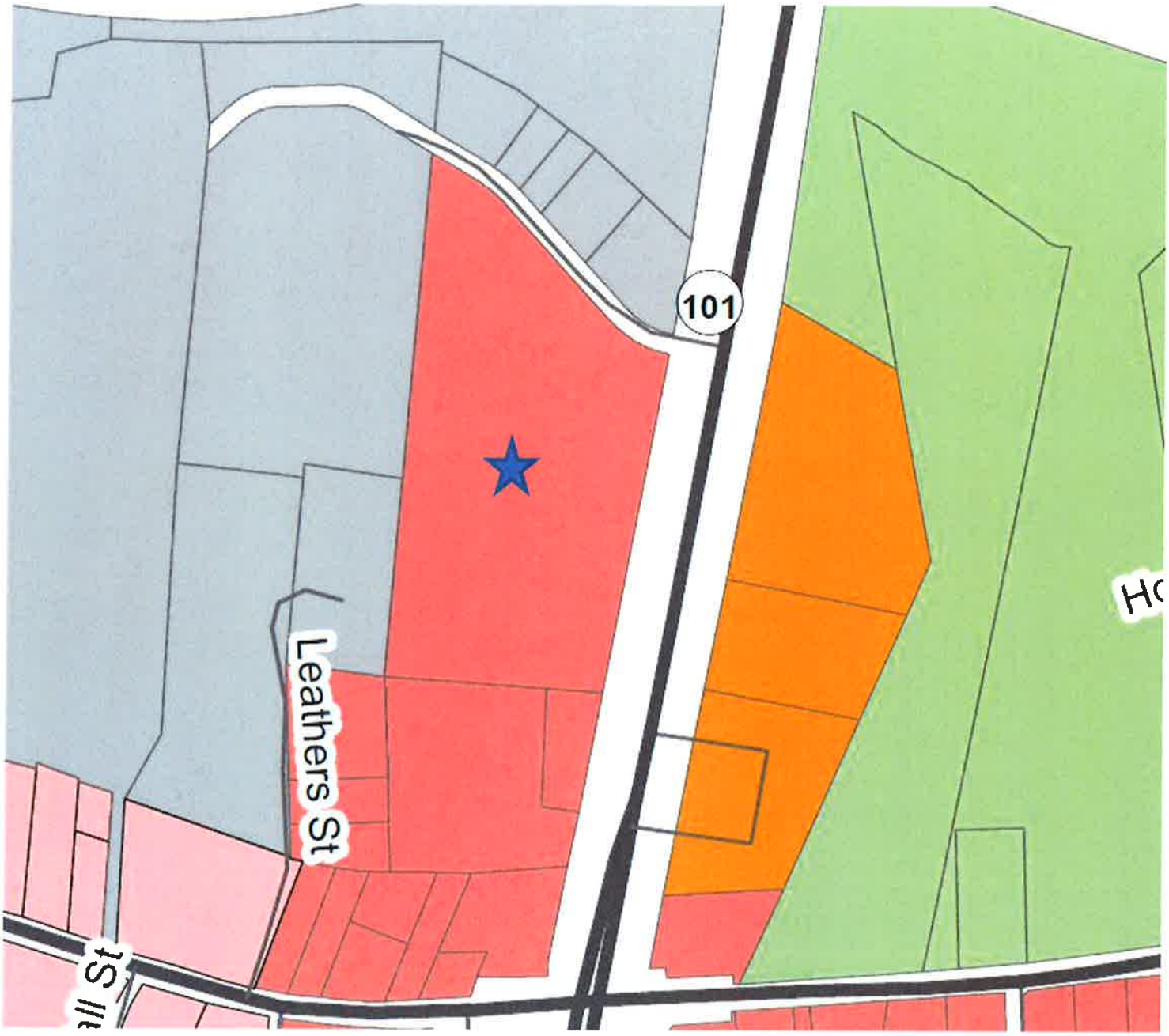
Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

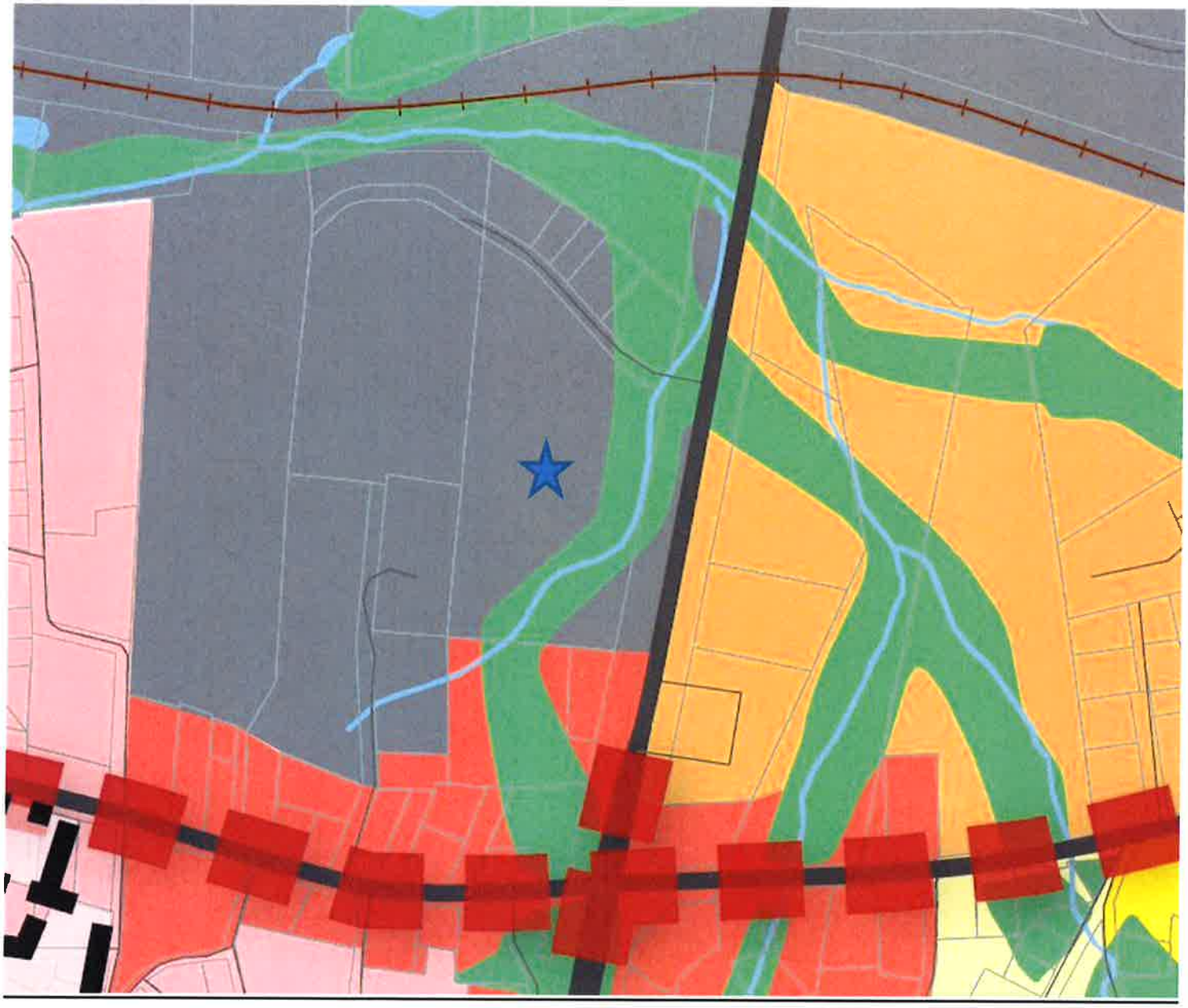
Ronald Johnson
Planning & Zoning Specialist

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:



Future Land Use Map:

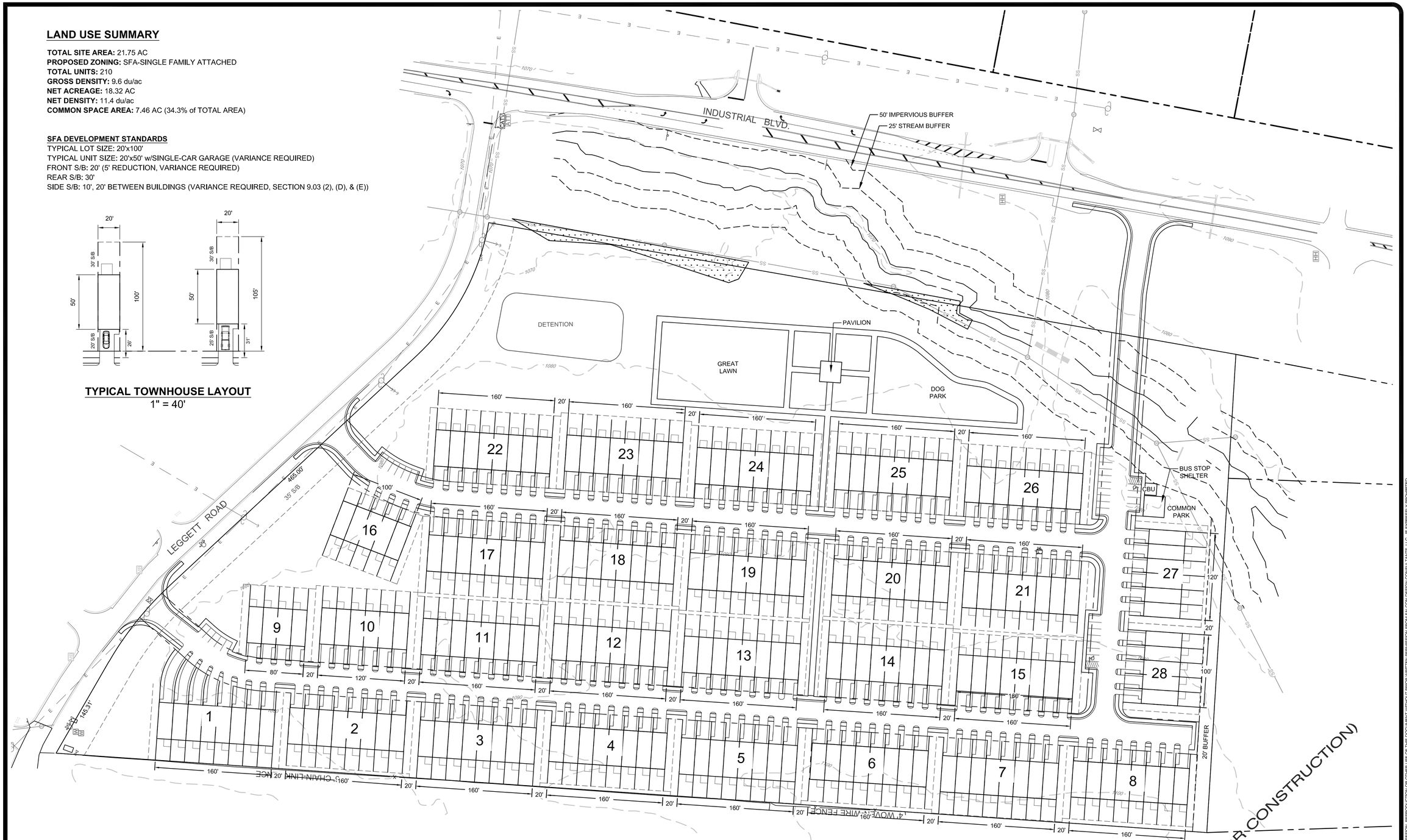


LAND USE SUMMARY

TOTAL SITE AREA: 21.75 AC
PROPOSED ZONING: SFA-SINGLE FAMILY ATTACHED
TOTAL UNITS: 210
GROSS DENSITY: 9.6 du/ac
NET ACREAGE: 18.32 AC
NET DENSITY: 11.4 du/ac
COMMON SPACE AREA: 7.46 AC (34.3% of TOTAL AREA)

SFA DEVELOPMENT STANDARDS
TYPICAL LOT SIZE: 20'x100'
TYPICAL UNIT SIZE: 20'x50' w/SINGLE-CAR GARAGE (VARIANCE REQUIRED)
FRONT S/B: 20' (5' REDUCTION, VARIANCE REQUIRED)
REAR S/B: 30'
SIDE S/B: 10', 20' BETWEEN BUILDINGS (VARIANCE REQUIRED, SECTION 9.03 (2), (D), & (E))

TYPICAL TOWNHOUSE LAYOUT
1" = 40'



PRELIMINARY (NOT FOR CONSTRUCTION)

GA WEST ZONE GRID NORTH

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.

THE LAYOUT IS CONCEPTUAL IN NATURE AND IS BASED ON GIS INFORMATION. FUTURE STUDIES INCLUDING SURVEYS, FLOOD PLAIN , AND ENVIRONMENTAL ASSESSMENTS WILL BE REQUIRED TO DESIGN THE PROJECT.

CIVIL ENGINEERING COA NO. PEF 004790
LAND SURVEYING COA NO. LSF 000995
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

FALCON DESIGN CONSULTANTS

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CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 807-7180

www.fdc-llc.com

CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS

DATE	
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DRAWN BY:	MT
REVIEWED BY:	JDL
REVISED BY:	

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TYPICAL UNIT SIZE: 20'x50' w/SINGLE-CAR GARAGE (VARIANCE REQUIRED)
FRONT S/B: 20' & 25' (5' REDUCTION, VARIANCE REQUIRED)
REAR S/B: 30'
SIDE S/B: 10', 20' BETWEEN BUILDINGS (VARIANCE REQUIRED, SECTION 9.03 (2), (D), & (E))
FACADE OFFSETS: 2' BACK FROM FRONT SETBACK. VARIES PER BUILDING.

TYPICAL TOWNHOUSE LAYOUT
1" = 40'

PRELIMINARY (NOT FOR CONSTRUCTION)

THE LAYOUT IS CONCEPTUAL IN NATURE AND IS BASED ON GIS INFORMATION. FUTURE STUDIES INCLUDING SURVEYS, FLOOD PLAIN , AND ENVIRONMENTAL ASSESSMENTS WILL BE REQUIRED TO DESIGN THE PROJECT.

GA WEST ZONE
GRID NORTH

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.

CIVIL ENGINEERING
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LAND SURVEYING
COA NO. LSF 000995
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Ph. (678) 807-2100

www.fdc-llc.com

CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS

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OR DIAL 811

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PROJ NUMBER:	136.014
DRAWN BY:	CMK
REVIEWED BY:	JDL
REVISED BY:	

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Case # _____

REZONING APPLICATION REVIEW

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICAL 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.

☐ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 5th **day of** January**, 2021.**

Rockhaven Homes, LLC
Applicant's Name – Printed

Signature of Applicant Brad Hughes

Joseph H. Fowler
Applicant's Attorney (*If applicable*) – Printed

Signature of Applicant's Attorney (*If applicable*)

Sworn to and subscribed before me this 5th **day of** January**, 20**21.

Susan E. Selby
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.

SUSAN E SELBY
NOTARY
EXPIRES
GEORGIA
NOV. 17, 2022
PUBLIC
DOUGLAS COUNTY

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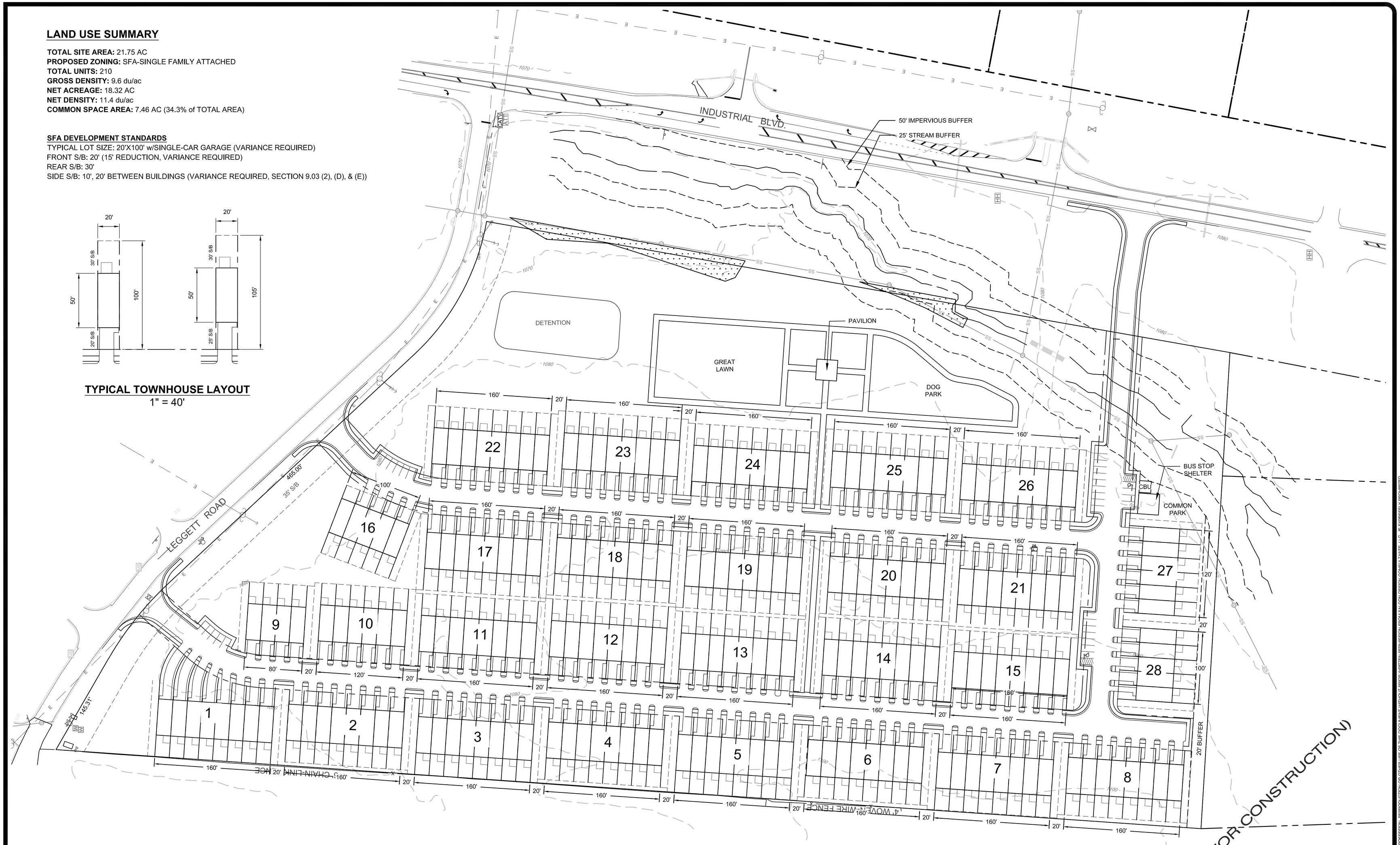
TYPICAL TOWNHOUSE LAYOUT
1" = 40'



THE LAYOUT IS CONCEPTUAL IN NATURE AND IS BASED ON GIS INFORMATION. FUTURE STUDIES INCLUDING SURVEYS, FLOOD PLAIN , AND ENVIRONMENTAL ASSESSMENTS WILL BE REQUIRED TO DESIGN THE PROJECT.

PRELIMINARY (NOT FOR CONSTRUCTION)

GA WEST ZONE
GRID NORTH

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.

CIVIL ENGINEERING COA NO. PER 004790
LAND SURVEYING COA NO. LSF 000995
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

FALCON DESIGN CONSULTANTS

STOCKBRIDGE OFFICE
215 CORP. CTR. DR., STE 200
STOCKBRIDGE, GEORGIA 30281
Ph (770)389-8666 • Fax (770)389-0656

NEWNAN OFFICE
40 GREENWAY CT., STE A
NEWNAN, GEORGIA 30265
Ph. (770) 755-7978

CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 807-7100

www.fdc-llc.com

CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS

DATE	
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5.	
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8.	

Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
GEORGIA 811
NOTIFICATION CENTER
OR DIAL 811

DATE:	3/24/21
SCALE:	1" = 60'
PROJ NUMBER:	136.014
DRAWN BY:	MT
REVIEWED BY:	JDL
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER
1.0

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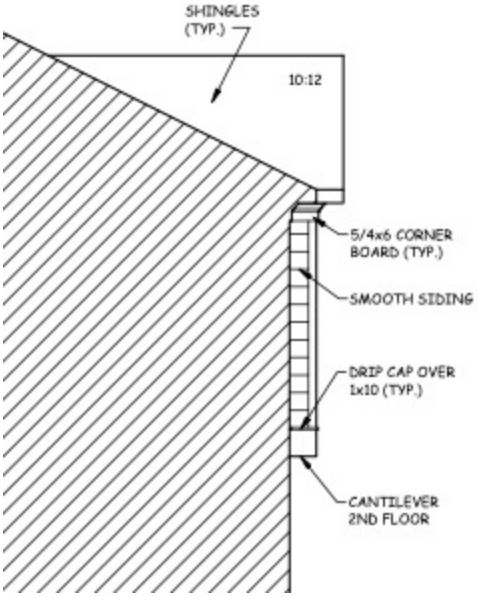
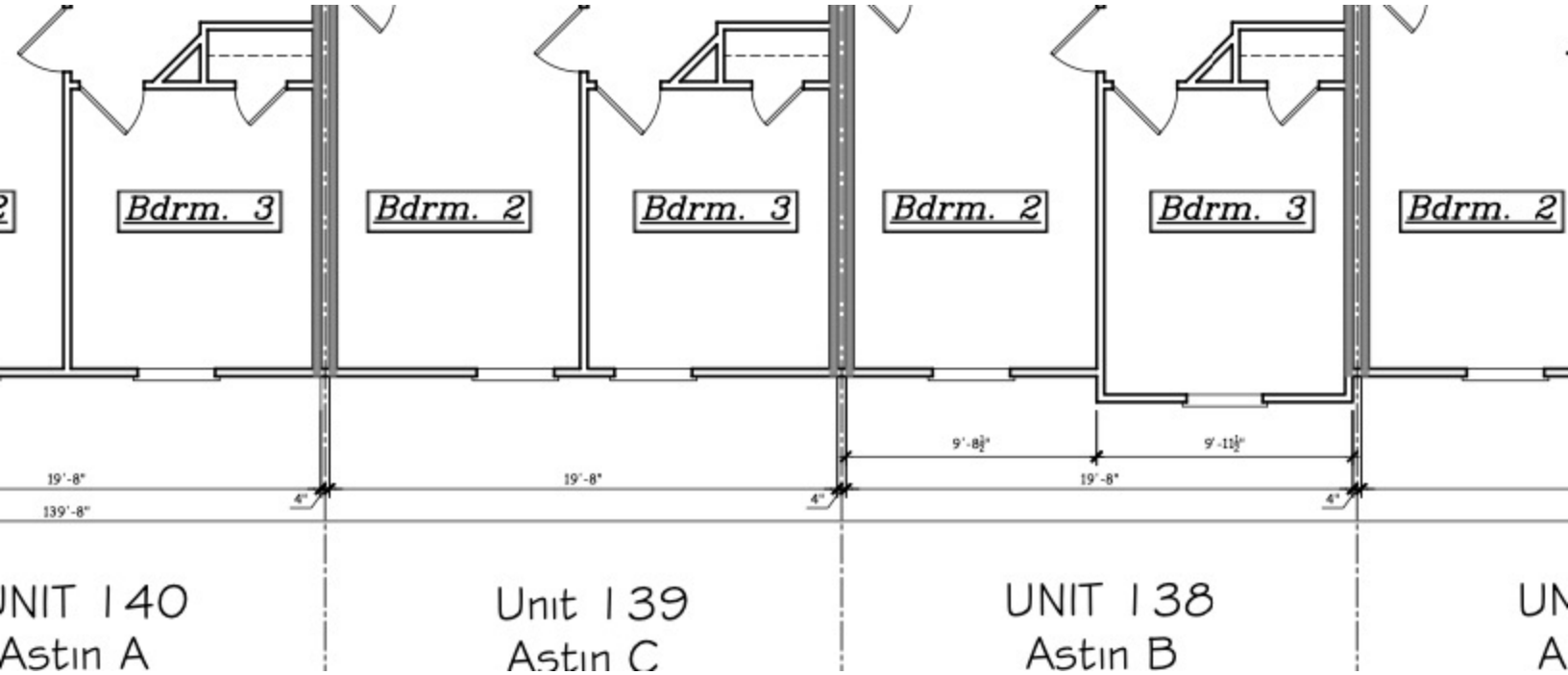

SHINGLES
(TYP.)
10:12
5/4x6 CORNER
BOARD (TYP.)
SMOOTH SIDING
DRIP CAP OVER
1x10 (TYP.)
CANTILEVER
2ND FLOOR


Bdrm. 3
Bdrm. 2
Bdrm. 3
Bdrm. 2
Bdrm. 3
Bdrm. 2
19'-8"
139'-8"
4"
19'-8"
4"
9'-8 3/8"
9'-11 1/8"
19'-8"
4"
UNIT 140
Astin A
Unit 139
Astin C
UNIT 138
Astin B

LAND USE SUMMARY

TOTAL SITE AREA: 21.75 AC
PROPOSED ZONING: SFA-SINGLE FAMILY ATTACHED
TOTAL UNITS: 210
GROSS DENSITY: 9.6 du/ac
NET ACREAGE: 18.32 AC
NET DENSITY: 11.4 du/ac
COMMON SPACE AREA: 7.46 AC (34.3% of TOTAL AREA)

SFA DEVELOPMENT STANDARDS
TYPICAL LOT SIZE: 20'X100' w/SINGLE-CAR GARAGE (VARIANCE REQUIRED)
FRONT S/B: 20' (15' REDUCTION, VARIANCE REQUIRED)
REAR S/B: 30'
SIDE S/B: 10', 20' BETWEEN BUILDINGS (VARIANCE REQUIRED, SECTION 9.03 (2), (D), & (E))

PRELIMINARY (NOT FOR CONSTRUCTION)

THE LAYOUT IS CONCEPTUAL IN NATURE AND IS BASED ON GIS INFORMATION. FUTURE STUDIES INCLUDING SURVEYS, FLOOD PLAIN , AND ENVIRONMENTAL ASSESSMENTS WILL BE REQUIRED TO DESIGN THE PROJECT.

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.

CIVIL ENGINEERING COA NO. PLB 004790
LAND SURVEYING COA NO. LSF 000995
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
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Ph. (678) 807-7100

www.fdc-llc.com

CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS

DATE	
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Know what's below. Call before you dig.
UTILITIES PROTECTION CENTER
(800) 282-7411 (TELECHECK GEORGIA)
OR DIAL 811

DATE:	2/10/21
SCALE:	1" = 60'
PROJ NUMBER:	136.014
DRAWN BY:	BL
REVIEWED BY:	JDL
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER
1.0

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P:\Projects\136.014 Villa Rica Townhomes\PLANNING\CONCEPTS\CP140.dwg, BLuker, May 28, 2020 - 12:11:15 PM

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: _____

APPLICANT

Applicant Name: Rockhaven Homes, LLC

Address: 4062 Peachtree Rd NE #277 **City:** Brookhaven **State:** GA **Zip Code:** 30319

Phone: 770-519-1668 **Fax:** _____ **Email:** bhughes@rockhavenga.com

Agent Name: Joseph H. Fowler, Esq.

Address: P.O. Box 489 **City:** Douglasville **State:** GA **Zip Code:** 30133

Phone: 770-920-2000 **Fax:** 770-920-9119 **Email:** jfowler@hrflegal.com

Owner Name (*If different from applicant*): Matthews & Redding GP

Address: 215 West Bankhead Hwy. **City:** Villa Rica **State:** GA **Zip Code:** 30180

Phone: 770-231-8572 **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: C-2 **Requested Zoning:** SFA

Property Address: Industrial Blvd. **City:** Villa Rica **State:** GA **Zip Code:** 30180

Nearest Intersection: Leggit Dr. & Industrial Blvd.

Present Use of Property: Vacant Land

Proposed Use: Single Family Fee Simple Attached Townhomes

Size of Tract: 21.74 **Land Lot Numbers:** 162 **Districts:** 6th

Gross Density: 9.62 **Unit(s) Per Acre** **Net Density:** _____ **Unit(s) Per Acre**

Property Tax Parcel Number: V02 0070012

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, Brad Hughes **, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.**
ROCKHAVEN HOMES, LLC

_____ 1/5/21

Signature **Date**
By: Brad Hughes

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.

Case # _____

REZONING APPLICATION REVIEW

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant[1] made, within two (2) years immediately preceding the filing of the application for rezoning, campaign contributions aggregating for $250.00 or more made gifts having in the aggregate a value of $250.00 or more to a member of a City Council or Planning Commission who will consider the applicant: **Yes** ☐ **No** ☒

If **YES**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar Amount of Campaign Contribution	Description of Gift $250.00 or Greater Given to Board Member

Case # _____

REZONING APPLICATION REVIEW

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICAL 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.

☐ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 5th **day of** January**, 2021.**

Rockhaven Homes, LLC
Applicant's Name – Printed

Signature of Applicant Brad Hughes

Joseph H. Fowler
Applicant's Attorney (*If applicable*) – Printed

Signature of Applicant's Attorney (*If applicable*)

Sworn to and subscribed before me this ____ day of _____, 20____.

_____
Notary Public

[1] APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.

Case # _____

REZONING APPLICATION REVIEW

PROCESS

Pre-Application Conference
(Optional)

↓

Application Filed with Department
Staff Review for Completeness
Public Hearing Schedule
Public Notification

↓

Planning & Zoning Commission Hearing
Within Forty-Five (45) Day of Filing Complete Application
Consideration of Staff, Applicant and Public Testimony

↓

Planning & Zoning Commission Action
Within Sixty (60) Days of Close of Hearing

↓

Planning & Zoning Commission Recommendation
Approval, Approval with Conditions or Denial

↓

City Council Public Hearing
Within Forty-Five (45) Days of P&Z Action
Consideration of P&Z Action and Staff,
Applicant and Public Testimony

↓

DENIAL ← **City Council Action** → APPROVAL

AFFIDAVIT

Authorization by Property Owner

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Carroll County, Georgia.

I authorize the persons named below to act as applicant in the pursuit of the obtaining the Rezoning for this property.

Name of Applicant: Rockhaven Homes, LLC

Address:

4062 Peachtree Road. N.E., #277

Brookhaven, GA 30319

Telephone Number: 770-231-8572

MATTHEWS & REDDING GP

JEFF MATTHEWS, General Partner

Owner (Printed Name)

Jeff Matthews G.P.

Signature of Owner

1-07-2021

Date

Personally Appeared Before Me:

Who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Janice Bass

Notary Public

1-7-2021

Date

JANICE BASS NOTARY PUBLIC EXPIRES GEORGIA Oct. 2, 2024 HARALSON COUNTY

Summary Description of Project

Rockhaven Homes has the parcel of 21.74 acres under contract of the construction of single family attached townhomes at a density of 9.62 units per acre, generally in keeping with the site plan that is provided with the application. Prices will likely begin in the low $200,000's, depending upon market conditions.

The project is consistent with the character and nature of uses in the vicinity of the property and is consistent with the City's Comprehensive Plan.

This project will commence upon the completion of rezoning and the issuance of the land disturbance permit.

All required infrastructure will be completed in connection with the development of the site .

Industrial Boulevard provides adequate access to the property and to all nearby transportation corridors. Internal roadways and drives will be constructed as the site is developed.

BK PG

4457 079

199045

2008-006945
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 0
DATE 12-30-08
CLERK OF SUPERIOR COURT

FILED
CARROLL COUNTY
CLERK SUPERIOR COURT
08 DEC 30 AM 11:09

CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

Prepared by and return to:

J. Marshall Martin
Foltz Martin, LLC
Five Piedmont Center, Suite 750
Atlanta, Georgia 30305

(6) 1
ENV

Cross reference Deed Book 799, Page 574
Carroll County Records

QUITCLAIM DEED

THIS INDENTURE, is made this the 22nd day of December 2008, between **JEFF R. MATTHEWS**, as party of the first part (hereinafter called the "Grantor") and **MATTHEWS & REDDING, GP**, a Georgia general partnership, as party of the second part (hereinafter called the "Grantee").

The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration in hand paid and before the sealing and delivery of these presents, the receipt of which 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 Grantee, all that tract or parcel of land lying and being in Carroll County, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires
(NOTARIAL SEAL)

TONYA R. MORRIS
NOTARY PUBLIC
GEORGIA
EXPIRES
FEB. 14, 2012
COBB COUNTY

GRANTOR

Jeff R. Matthews

~~[CORPORATE SEAL]~~

708955.1

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT I

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land lot 163 of the 6th District of Carroll County, Georgia, and being within the corporate limits of the City of Villa Rica, Georgia and more particularly described as follows:

To find the point of beginning, commence at the intersection of the northerly right of way of U.S. Highway 78 with the westerly right of way of Georgia Highway No. 101-Industrial Boulevard, and from said point run thence along the right of way of Georgia Highway No. 101-Industrial Boulevard, north 02 degrees 04 minutes 41 seconds east 46.58 feet; thence along said right of way north 10 degrees 45 minutes 18 seconds east 823.16 feet to a point, said point being the True Point of Beginning; thence north 85 degrees 44 minutes 54 seconds west 659.13 feet to an iron pin found; thence north 04 degrees 43 minutes 09 seconds east 1586.49 feet to a point on the southerly edge of the proposed right of way of Leggett and Platt Drive; thence south 59 degrees 13 minutes 29 seconds east 145.31 feet to a point; thence in a southeasterly direction and following a curve to the right an arc distance of 133.08 feet to a point (said are being subtended by a chord with a bearing of south 50 degrees 42 minutes 17 seconds east and a distance of 132.59 feet from the last described point); thence south 42 degrees 11 minutes 05 seconds east 465.00 feet to a point; thence in a southeasterly direction and following a curve to the left an arc distance of 212.38 feet to a point (said are being subtended by a chord with a bearing of south 60 degrees 42 minutes 30 seconds east and a distance of 208.70 feet from the last described point), said point also being the intersection of the southerly edge of the right of way of Leggett and Platt Drive, and the westerly edge of the right of way of Georgia Highway 101; thence south 10 degrees 46 minutes 06 seconds west along the right of way of Georgia Highway 101, 1043.63 feet to the point of beginning.

The captioned premises being designated as Tract 2 consisting of 21.75 acres as shown per survey for Neal McCreary, Burnell Redding and Jack Helms, prepared November 30, 1987, by Douglas C. Crawford, Surveyor, which plat of survey by reference thereto is incorporated in this description.

Being the same property as described in that deed dated February 10, 1989 from Delta Villa Rica Land Company to Burnell Redding, Jack Helms as recorded in Deed Book 620, Page 699, Clerk's Office, Carroll Superior Court.

TRACT II

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 191 of the 6th District of Carroll County, Georgia, and being more particularly described as follows:

Beginning at the northeast corner of Land Lot 191 of Carroll County, Georgia, being the common corner of Land Lot 195, 394, 190 and 191, said district and section; thence south 3 degrees 59 minutes 12 seconds west a distance of 634.75 feet to the True Point of beginning; thence north 67 degrees 12 minutes 32 seconds east a distance of 43.71. feet along the southeasterly edge of the right of way of Rose Street; thence north 58 degrees 19 minutes 57 seconds east a distance of 72.58 feet; thence continuing along said right of way north 30 degrees 13 minutes 43 seconds east a distance of 33.71 feet to a point; thence south 38 degrees 46 minutes 50 seconds east a distance of 569.87 feet to an iron pin; thence north 53 degrees 44 minutes 38 degrees 30 seconds east a distance of 335.00 feet to a point; run thence south 38 degrees 08 minutes 30 seconds east a distance of 472 feet to a point; thence north 27 degrees 36 minutes 15 seconds east a distance of 219 feet to a point on the southerly edge of a 60 foot right of way for Rockmart Highway; thence south 76 degrees 27 minutes 18 seconds east a distance of 23.70 feet along said right of way to a point on the southwest corner of the intersection of the Rockmart Highway right of way with the Southern Railroad right of way; thence south 4 degrees 51 minutes 40 seconds west a distance of 639.30 feet along the 50 foot right of way for Southern Railroad; thence north 85 degrees 8 minutes 20 seconds west a distance of 88 feet to a point; thence north 00 degrees 23 minutes 00 seconds west, a distance of 90 feet to a point; thence south 89 degrees 37 minutes 00 seconds west a distance of 231 feet to a point; thence south 00 degrees 23 minutes 00 seconds east a distance of 178.61 feet to a point; thence north 86 degrees 59 minutes 00 seconds west a distance of 834.14 feet to an iron pin; thence north 00 degrees 36 minutes 42 seconds east a distance of 332.61 feet to an iron pin; thence north 03 degrees 17 minutes 29 seconds east a distance of 689.00 feet to the Point of Beginning.

The above described property being more fully shown as Tract IV containing 20.84 acres on that plat entitled "Property Survey for Delta Villa Rica Land Company" by Douglas C. Crawford, R.L.S. #1833 dated August 12, 1988 and said survey and the description contained therein is hereby incorporated by reference.

The above described property being shown as Tract IV on that deed dated October 10, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 701, Clerk's Office, Carroll Superior Court.

TRACT III

All my undivided one-Half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 163 of the 6th District and 5th Section of Carroll County, Georgia, and being within the corporate limits of the City of Villa Rica, Georgia, more particularly described as follows:

To find the point of beginning, commence at the intersection of the northerly right o£ way of U. S. Highway 78 with the westerly right of way of Georgia Highway Number 101-Industrial Boulevard and from said point run thence north 02 degrees 04 minutes 41 seconds east along the westerly right of way of Georgia Highway No. 101-Industrial Boulevard a distance of 46.58 feet to a point; thence north 10 degrees 45 minutes 18 seconds east along the westerly right of way of Georgia Highway No. 101-Industrial Boulevard, a distance of 823.16 feet to an iron pin; thence north 10 degrees 46 minutes 06 seconds east along the westerly edge of Georgia Highway No. 101-Industrial Boulevard, a distance of 1043.36 feet to a point at the intersection of said highway with the southerly edge of the proposed right of way of Leggett and Platt Drive (60 foot right of way); thence continuing north 10 degrees 46 minutes 06 seconds east along Georgia Highway 101 a distance of 60 feet to a point at the intersection of the westerly edge of Georgia Highway No. 101 with the northerly edge of the proposed right of way of Leggett and Platt Drive; thence in a westerly and northwesterly direction along the right of way of Leggett and Platt Drive, and following the curvature thereof, a distance of 852.85 feet to a point, said point being the True Point of Beginning; thence north 59 degrees 13 minutes 29 seconds west along Leggett and Platt Drive 111.31 feet to a point; thence north 04 degrees 43 minutes 09 seconds east 242.33 feet to a point; thence south 63 degrees 25 minutes 06 seconds east 107.75 feet to a point; thence :south 04 degrees 43 minutes 09 seconds west 251.10 feet to the point of beginning.

The captioned premises being 0.57 acres, as shown per survey for Jack Helms and Burnell Redding prepared January 30, 1989, by Douglas C. Crawford, Surveyor, which plat of survey by reference thereto is incorporated in this description.

The above described property being the same property as shown in that deed dated February 10, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 697, Clerk's Office, Carroll Superior Court.

TRACT IV

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 194 of the 6th District of Carroll. County, Georgia, and being more particularly described as follows;

Beginning at an iron pin located in the southwest corner of Land Lot 194, said iron pin being located at the common corner of Land Lot 194, 191, 195 and 190, said district and section; thence north 1 degree 53 minutes 52 seconds east a distance of 460.44 feet along the west land lot line of land Lot 194 to an iron pin found; thence north 62 degrees 43 minutes 24 seconds east a distance of 153.70 feet to an iron pin found; thence north 62 degrees 43 minutes 24 seconds east a distance of 21.10 feet to a point, said point being located on the westerly side of the Rockmart Highway (60 foot right of way); thence south 17 degrees 44 minutes 27 seconds east a distance of 352.20 feet along said right of way to an iron pin; thence south 82 degrees 15 minutes 33 seconds west a distance of 169.40 feet to an iron pin; thence south 2 degrees 35 minutes 27

seconds east a distance of 182.00 feet to an iron pin which is located on the south land lot line of Land Lot 194; thence north 89 degrees 35 minutes 42 seconds west a distance of 47.16 feet to a point; thence south 89 degrees 33 minutes 43 seconds west a distance of 71.14 feet to the original Point of Beginning.

The above described property being more fully shown as Tract II containing 2.05 acres on that plat entitled "Property Survey for Delta Villa Rica Land Company, Burnell Redding" by Douglas C. Crawford, R.L.S. #1833 dated 8/12/88, revised December 16, 1988 and said survey and the description contained therein is hereby incorporated by reference. The above described property being the same as Tract II as shown in that deed dated February 10, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 701, Clerk's Office, Carroll Superior Court.

TRACT V

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 191 of the 6th District of Carroll County, Georgia, and being more particularly described as follows;

Beginning at a point on the southeast corner of the intersection of Rose Street and Second Street in the town of Villa Rica, Georgia, and run thence north 89 degrees 9 minutes 34 seconds east a distance of 150 feet along the southerly edge of the 50 foot right of way of Second Street to the True Point of Beginning; thence north 89 degrees 9 minutes 34 seconds east a distance of 76.35 feet along said right of way to a point; thence south 35 degrees 33 minutes 53 seconds east a distance of 134.25 feet to a point; thence south 53 degrees 24 minutes 40 seconds west a distance of 180 feet to a point; thence north 02 degrees 37 minutes 53 seconds west a distance of 215.61 feet to the Point of Beginning.

The above described property being the same as Tract III in that deed dated February 19, 1989 from Delta Villa Rica Land Company to Burnell Redding and Jack Helms as recorded in Deed Book 620, Page 701, Clerk's Office, Carroll Superior Court.

TRACT VI

All my undivided one-half interest in and to the following described property, to-wit:

Being in the Sixty District and Fifth Section of Carroll County, Georgia in the City of Villa Rica, a part of original Land Lot Number 191, located on what is known as Rockmart Road or Highway No. 101, and more particularly described as follows: The said tract being Lot No. 34 as shown on plat of property of Villa Rica Mills, Inc. as surveyed by E. M. Smith, registered Surveyor No. 293 of Dalton, Georgia, on November 9, 1960, and recorded in Plat Book 5, Page 6, in the Office of the Clerk of the Superior Court of Carroll County, Georgia, and situated thereon is one frame dwelling. The said plat and record is herein incorporated by reference for a more complete description. Said property being known as 614 Rockmart Road, Villa Rica, Georgia.

The above described property being the same as that property described in that deed dated September 4, 1992 from Mai B. Sparti to Jack Helms and Burnell Redding, d/b/a Helms and Redding Company.

TRACT VII

All my undivided one-half interest in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 196, of the 6th District and 5th Section of Carroll County, Georgia and being known and designated as Lot No. 34, as shown and delineated on a certain survey entitled "IRON CREEK", prepared by Edwin Thorpe McConnell, Georgia Registered Land Surveyor No. 741, dated April, 1985, and recorded in Plat Book 28, Page 117, in the Office of the Clerk of the Superior Court of Carroll County, Georgia. Said plat and the record thereof are by this reference incorporated herein.

The above described property being the same as that property as described in that deed dated October 22, 1987, as recorded in Deed Book 578, Page 642, Clerk's Office, Carroll Superior Court.

708955.1

RECORDED DEC 3 1 2008
KENNETH SKINNER, CLERK

qPublic.net™ Carroll County, GA

Summary

Parcel Number	V02 0070012
Location Address	INDUSTRIAL BLVD
Legal Description	V/21.75AC IND BLVD V19 VR19 (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	21.75
Homestead Exemption	No (S0)
Landlot/District	162 / 6
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

View Map

Owner

REDDING BURNELL & MATTHEWS JEFF
2381 LEE PLACE
VILLA RICA, GA 30180

Tax Commissioner Link

Click here for tax information.

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Ind-Ind Blvd North	Acres	312,761	0	0	21.75	0

Sales

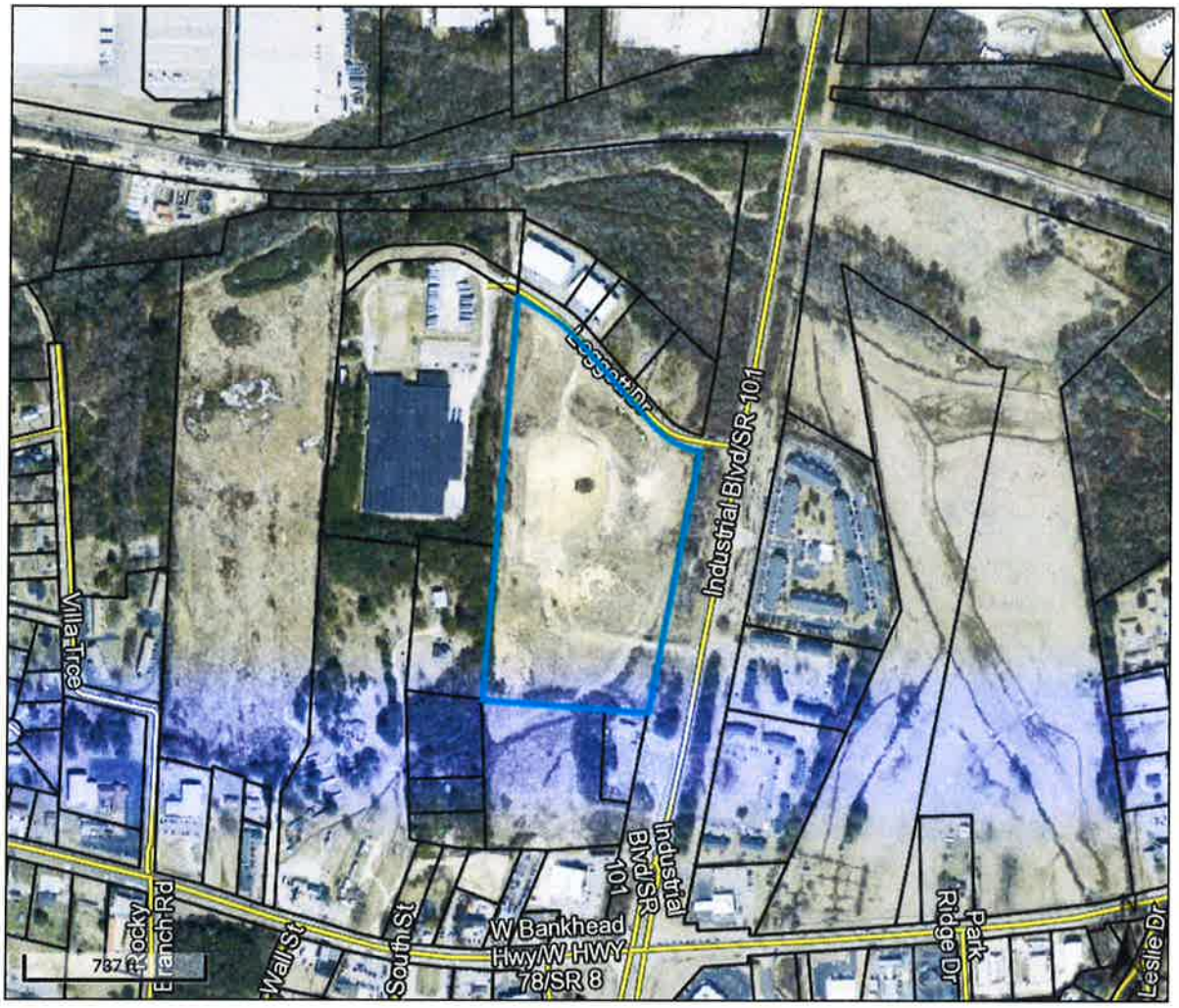
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/22/2008	4457 079		$0	Quitclaim	MATTHEWS JEFF R	MATTHEWS & REDDING GP
10/1/1993	799 574		$100,000	Part Interest		MATTHEWS JEFF-1/2INT

Valuation

		2020	2019	2018	2017	2016
	Previous Value	$401,250	$401,250	$401,250	$527,360	$527,360
	Land Value	$401,250	$401,250	$401,250	$401,250	$527,360
+	Improvement Value	$0	$0	$0	$0	$0
+	Accessory Value	$0	$0	$0	$0	$0
=	Current Value	**$401,250**	**$401,250**	**$401,250**	**$401,250**	**$527,360**

Photos

qPublic.net™ Carroll County, GA



Overview

Legend

- Parcels
- Roads

Parcel ID	V02 0070012
Class Code	Commercial
Taxing District	VILLA RICA
Acres	21.75

Owner	REDDING BURNELL & MATTHEWS JEFF 2381 LEE PLACE VILLA RICA, GA 30180
Physical Address	INDUSTRIAL BLVD
Assessed Value	Value $401250

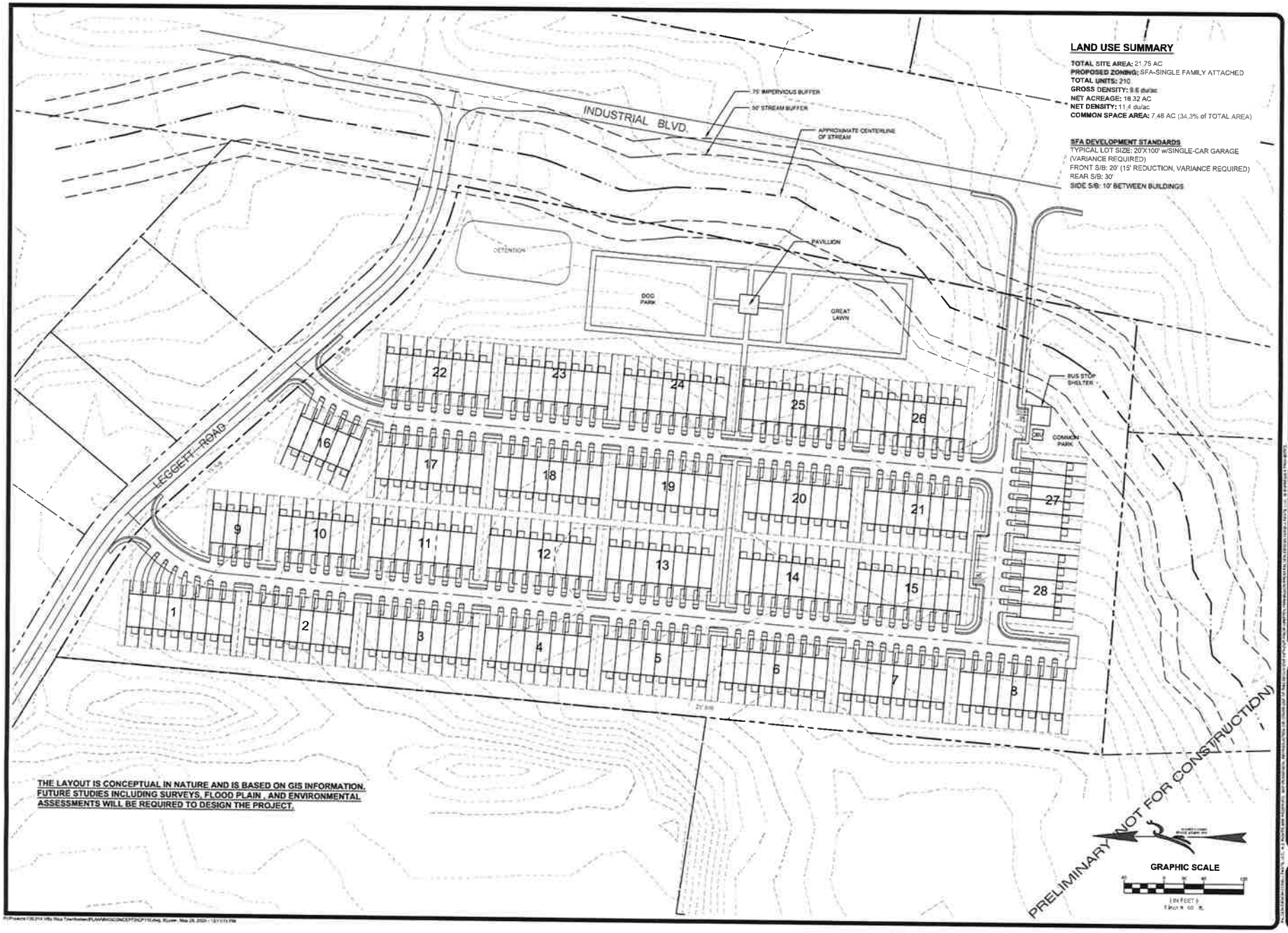
Last 2 Sales

Date	Price	Reason	Qual
12/22/2008	0	QC	U
10/1/1993	$100000	PI	U

(Note: Not to be used on legal documents)

Date created: 1/6/2021
Last Data Uploaded: 1/5/2021 6:20:43 PM

Developed by Schneider GEOSPATIAL



LAND USE SUMMARY

TOTAL SITE AREA: 21.75 AC
PROPOSED ZONING: SFA-SINGLE FAMILY ATTACHED
TOTAL UNITS: 210
GROSS DENSITY: 9.6 du/ac
NET ACREAGE: 18.32 AC
NET DENSITY: 11.4 du/ac
COMMON SPACE AREA: 7.46 AC (34.3% of TOTAL AREA)

SFA DEVELOPMENT STANDARDS
TYPICAL LOT SIZE: 20'X100' w/SINGLE-CAR GARAGE (VARIANCE REQUIRED)
FRONT S/B: 20' (15' REDUCTION, VARIANCE REQUIRED)
REAR S/B: 30'
SIDE S/B: 10' BETWEEN BUILDINGS

THE LAYOUT IS CONCEPTUAL IN NATURE AND IS BASED ON GIS INFORMATION. FUTURE STUDIES INCLUDING SURVEYS, FLOOD PLAIN , AND ENVIRONMENTAL ASSESSMENTS WILL BE REQUIRED TO DESIGN THE PROJECT.

CIVIL ENGINEERING
LAND SURVEYING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

FALCON DESIGN CONSULTANTS

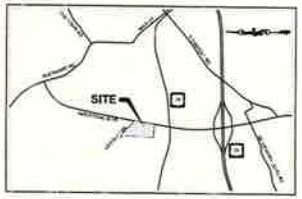
CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS
DATE

DATE:	12/14/20
SCALE:	1" = 60'
PROJ NUMBER:	138.014
DRAWN BY:	MT
REVIEWED BY:	JDL
REVIEWED BY:	

SHEET NUMBER
1.0



VICINITY MAP
NTS

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ROCKHAVEN HOMES

FALCON DESIGN
STOCKBRIDGE • CUMMING • NEWNAN

Villa Rica Townhomes

Villa Rica, Georgia

January 7, 2021

PROPOSED REZONING ON PROPERTY
BY ROCKHAVEN HOMES, LLC
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

Matthews & Redding GP (the "Owner") is the Owner of land located on Industrial Boulevard in Villa Rica, Georgia (the "Property"). An application for the rezoning from C-2 to SFA for townhomes was filed by Rockhaven Homes, LLC (the "Applicant").

PROPOSED USE

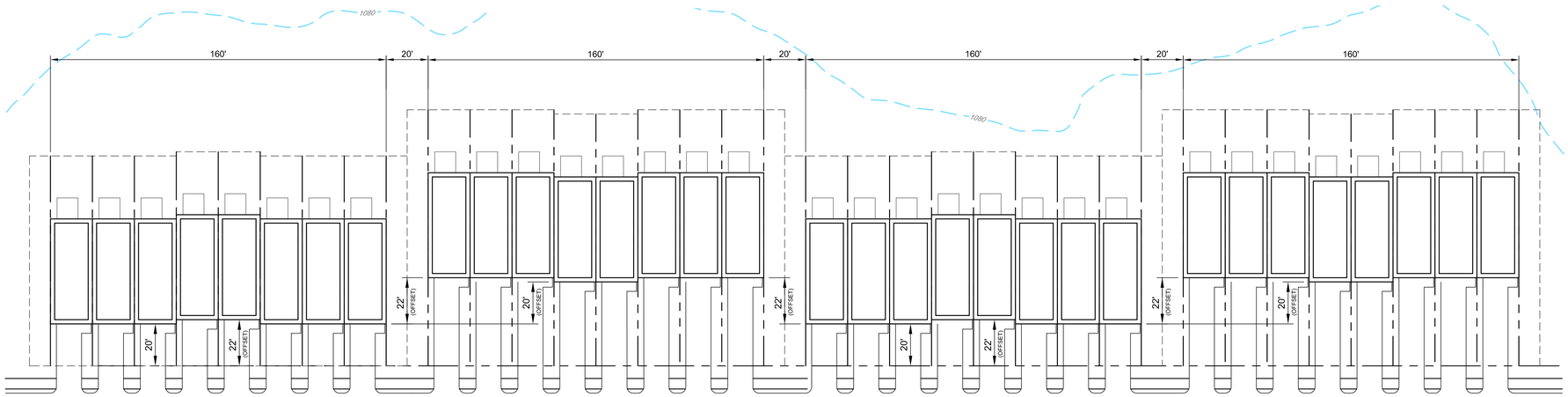
The Applicant proposes to construct single family attached townhomes on the Property.

CONSTITUTIONAL REQUIREMENTS

In accordance with the requirements of various Georgia cases, including OS Advertising Company v. Rubin, 263 Ga. 761 (1994); Cobb County Board of Commissioners v. Poss, 257 Ga. 393 (1987); and Gradous v. Board of Commissioners, 256 Ga. 469 (1989), it is hereby submitted that, if not rezoned as requested by this action, the Villa Rica City Zoning Ordinance presently in effect, with any amendments, which prohibits the Project, is unconstitutional in that it renders the Property unusable and destroys its marketability. As such, the current zoning classification constitutes a taking of the Property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I(a) of the Constitution of the State of Georgia. In this connection, the Property Owner and Applicant contend that to deny the requested rezoning constitutes an abuse of the police power, in that such denial bears no substantial relation to the public health, safety, morality, or general welfare. Accordingly, such action would constitute a deprivation of Property rights without due process

of law. Furthermore, to deny the rezoning results in relatively little gain or benefit to the public while inflicting serious injury or loss on the Owner and Applicant. To this extent, such action is confiscatory and void. The Property is best suited for townhomes use, as proposed by the Applicant, and to deny the rezoning renders the Property unusable and destroys its marketability. This is a taking of Property without just compensation and without due process of law. In reality, the denial of the requested rezoning causes a detriment to public good, in that the public can be served by the facilities proposed by the Applicant given the particular location of this Property.

Accordingly, we respectfully urge your approval of the zoning request.

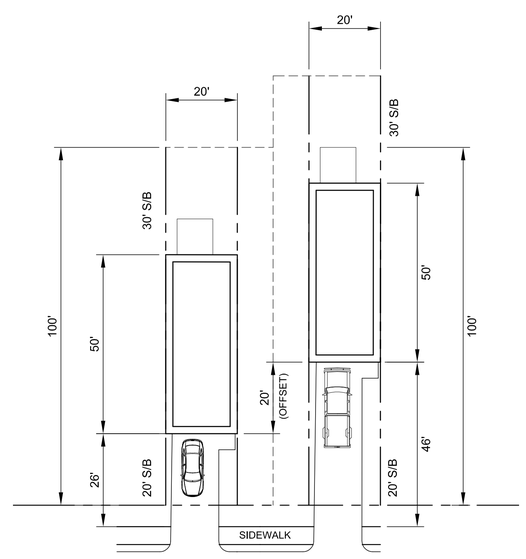


TYPICAL TOWNHOUSE LAYOUT SHOWING 20' OFFSETS
(w/2' UNIT OFFSET)
1" = 30'

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.



TYPICAL TOWNHOUSE LAYOUT
1" = 20'

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

CIVIL ENGINEERING
COA NO. PLB 004790
LAND SURVEYING
COA NO. LSF 000995
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

FALCON DESIGN CONSULTANTS

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NEWNAN, GEORGIA 30265
Ph. (770) 755-7978

CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 807-7100

www.fdc-llc.com

CONCEPT PLAN
FOR
CONCEPT PLAN OFFSET EXHIBIT
LOCATED IN:
VILLA RICA, GA

REVISIONS

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DATE:	
SCALE:	1" = 20'
PROJ NUMBER:	136.014
DRAWN BY:	MT
REVIEWED BY:	JDL
REVISED BY:	

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SHEET NUMBER

1 OF 1

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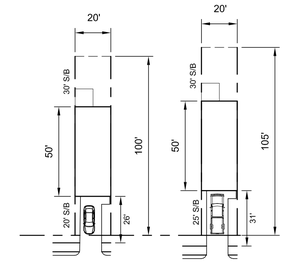
SIDE S/B: 10', 20' BETWEEN BUILDINGS (VARIANCE REQUIRED, SECTION 9.03 (2), (D), & (E))
FACADE OFFSETS: 2'/20' BACK FROM FRONT SETBACK. VARIES PER BUILDING.

TOWNHOUSE LAYOUT w/20' OFFSETS
1" = 40'



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PRELIMINARY (NOT FOR CONSTRUCTION)

GA WEST ZONE GRID NORTH

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.

CIVIL ENGINEERING COA NO. PER 004790
LAND SURVEYING COA NO. LSF 000995
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
LAND PLANNING

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CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS

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OR DIAL 811

DATE:	6/23/21
SCALE:	1" = 60'
PROJ NUMBER:	136.014
DRAWN BY:	MT
REVIEWED BY:	JDL
REVISED BY:	

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P:\Projects\Rockhaven Homes\136.014 Villa Rica Townhomes\PLANNING\CONCEPTS\CP160_2-FOOT OFFSETS.dwg, jlee, May 28, 2020 - 12:11:15 PM

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GA WEST ZONE
GRID NORTH

GRAPHIC SCALE
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(IN FEET)
1 inch = 60 ft.

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CONCEPT PLAN
FOR
VILLA RICA TOWNHOMES

LOCATED IN:
LAND LOTS ?, DISTRICTS ?
VILLA RICA, GEORGIA

REVISIONS

	DATE
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DATE:	6/17/21
SCALE:	1" = 60'
PROJ NUMBER:	136.014
DRAWN BY:	MT
REVIEWED BY:	JDL
REVISED BY:	

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HARTLEY, ROWE & FOWLER, P.C.
ATTORNEYS AT LAW

JOSEPH H. FOWLER
DIRECT DIAL: 770/ 920-2001
EMAIL: JFOWLER@HRFLEGAL.COM

12301 VETERANS MEMORIAL HIGHWAY
POST OFFICE BOX 489
DOUGLASVILLE, GEORGIA 30133-0489

TELEPHONE: 770/920-2000
FAX: 770/920-9119

July 12, 2021

VIA EMAIL ONLY
rjohnson@villarica.org

Mr. Ronald Johnson
Planning and Zoning Specialist
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

RE: *Application of Rockhaven Homes, LLC regarding justification for variance requests*

Dear Ron:

Ron, as a supplement to the earlier letter given in justification to the variance requests, the following is our explanation for the requested variance from the 40' separation between buildings:

2. The plans for the end units of the townhomes call for two windows, one in the living room and another in a one-half bath. This would permit a 30' separation between the buildings. However, it is my understanding that the minimum separation permitted for townhome construction under the International Fire Code is 20', and Rockhaven respectfully requests that the City Council permit the reduction to 20'.

Please look this over and give us your thoughts.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.

Joseph H. Fowler

Joseph H. Fowler

JHF/rs
cc: Mr. Brad Hughes

HARTLEY, ROWE & FOWLER, P.C.
ATTORNEYS AT LAW

JOSEPH H. FOWLER
DIRECT DIAL: 770/ 920-2001
EMAIL: JFOWLER@HRFLEGAL.COM

12301 VETERANS MEMORIAL HIGHWAY
POST OFFICE BOX 489
DOUGLASVILLE, GEORGIA 30133-0489

TELEPHONE: 770/920-2000
FAX: 770/920-9119

June 21, 2021

VIA EMAIL ONLY
rjohnson@villarica.org

Mr. Ronald Johnson
Planning and Zoning Specialist
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

RE: *Application of Rockhaven Homes, LLC regarding justification for variance requests*

Dear Ron:

It was a pleasure to meet with you and Brad at your office in Villa Rica on Thursday, June 17, 2021, regarding the variance request for the property on Industrial Boulevard at Leggett Road. Here are our thoughts regarding the requested variances:

1. With respect to the 20 foot stagger on the fronts of the property, forcing the townhomes to be setback 20 feet from one another results in a significant stormwater drainage problem along the properties. Generally speaking, for purposes of stormwater control around the building, swales will be constructed into the topography adjoining the townhomes and the staggering of each home requires the swales to be constructed in a snakelike fashion along the landscaping. We believe this is both an aesthetic and maintenance issue. Furthermore, requiring the 20 foot stagger will result in every other building having 40 foot driveways. We believe this is not only aesthetically displeasing but is not consistent with the type of development that the City would want. We believe it would likewise be unattractive to potential homebuyers. Our request is the 5 foot staggering, with alternating 2 foot interior offsets on the various units.

2. The City had formally required 40 feet between the buildings. We understand that was modified by the change adapted by the City recently so that the proposed 20 foot separation between buildings requested by Rockhaven is permitted.

3. In November of 2020 the City mandated that all townhomes be a minimum width of 24 feet. At the time Rockhaven began to meet with the City in August of last year the ordinance required a 20 foot width for townhomes. We request that the City grant the variance based on the ordinance that existed at the time we commenced our deliberations for the site.

4. The ordinance requires a 25 feet setback from right-of-way for each townhome. As we have discussed, site conditions related to the slope and topography of the property lead us to request a setback reduction by 5 feet to a total of 20 feet. However, it is our plan to locate every other building 25 feet from the right-of-way, which means the variance is only for 50% of the townhomes. Furthermore, the property falls somewhat significantly from back to front, and a retaining wall of 6 or more feet in height will have to be built between the backs of the townhomes that front on the two parallel streets. A setback of 25 feet would cause the construction of those units to lose the backyards.

Please look this over and give us your thoughts.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.

Joseph H. Fowler

JHF/rs
cc: Mr. Brad Hughes

CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-07-21 – Parcel #s: 01450250015, 01450250037, 01450250014 -Hwy 78

CITY COUNCIL AGENDA DATE: July 13, 2021

DATE: June 23, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Joseph Cangemi of Villa Rica, GA has requested a variance from requirements to supply parking on a hard, dust-free surface in favor of providing gravel for a 12 acre truck parking lot in connection to ongoing construction of a new facility for East-West Express. Section 7.02(5) of the Villa Rica Zoning Ordinance requires a hard, durable, dust-free surface for vehicle parking.

BACKGROUND: The applicant proposes to install a tractor trailer parking lot at the parcel with a small maintenance area as a part of an expansion and consolidation of two tractor-trailer parking lots and administration buildings. The applicant has indicated that the asphalt surface parking lot would not hold up to the load of the trailers, which weigh 80,000 pounds. The applicant indicates this will cause a consistent maintenance hardship and would severely impact their ability to hire more employees at the facility, to which they plan to do. East-West Express has operated in Villa Rica for over 30 years and currently employs approximately 300 people.

STAFF RECOMMENDATION: Staff recommends denial of the variance.

PLANNING COMMISSION: N/A

MOTION:

1. I move to deny the variance request from Joseph Cangemi of Villa Rica, GA to supply gravel parking in favor of asphalt parking on the site as presented.

APPLICATION FOR
SPECIAL EXCEPTION

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: 6/8/2021

APPLICANT

Applicant Name: JOSEPH CANGEMI
Address: PO Box 755 **City:** Villa Rica **State:** GA **Zip:** 30180
Phone: (404) 370 - 2409 **Fax:** ( ) ____ - ____ **Email:** JOSEPH.CANGEMI@EAST-WEST EXPRESS.COM
Agent Name: ____
Address: ____ **City:** ____ **State:** ____ **Zip:** ____
Phone: ( ) ____ - ____ **Fax:** ( ) ____ - ____ **Email:** ____
Owner Name *(If different from applicant)*: RICHARD CANGEMI
Address: PO Box 755 **City:** Villa Rica **State:** GA **Zip:** 30180
Phone: (770) 459 - 1159 **Fax:** ( ) ____ - ____ **Email:** RSCANGEMI@EAST-WESTEXPRESS.COM
(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): ____ **Conditional Use Permit** X **Development Standards Variance**

Name: Chapter VII - Sec. 7.02. #5 Paving and Drainage.
Special Exception Location (attach location map): See Attachment / plans
Proposed Use: Use of gravel in lieu of paving.
Square Footage of Site: 1453161.6
Assessor's Parcel Number: 01450250015
Describe Proposed Special Exception: 12 Acres of tractor trailer parking to be graveled instead of pavement due to size and nature of lot. See written Statement.

(For Office Use Only)

Total Amount Paid $____ Cash____ Check #____ Received by: ____

Application checked by: ____ Date: ____ Map Number(s): ____

Planning Commission: Approved Denied Date: ____ Conditions: No Yes How many: ____

City Council Decision: Approved Denied Date: ____ Conditions: No Yes How many: ____

Manager's Signature: ____ Date: ____

APPLICATION FOR
SPECIAL EXCEPTION

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

I, JOSEPH CANGEMI, ***hereby state that all of the above statements and statements contained in the documents submitted with this application are true.***

Signature of Applicant **Date** 6/8/2021

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with Zoning Ordinance requirements.

1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2) A site development plan prepared in conformance with all application requirements;
3) *A written statement describing the following:*
   a) The proposed use;
   b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
   c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
   d) The areas that are most likely to be directly affected by such change and the likely effects;
   e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
4) Any other exhibits as may be required by the Community Development Manager.

APPLICATION FOR
SPECIAL EXCEPTION

Disclosure of Campaign Contributions
In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant[1] made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating $250 or more or made gifts having in the aggregate a value of $250 or more to a member of the City Council who will consider the application?

Yes _____ No X

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift $250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 8th day of JUNE, 2021.

JOSEPH CANGEMI
Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 8 day of June, 2021.

TABITHA R. EUGENE
NOTARY PUBLIC
EXP. APRIL 14, 2025
DOUGLAS COUNTY, GEORGIA

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.

PROCESS

Pre-Application Conference

(Optional)

Application Filed with Department

- Staff review for completeness and Staff Report with recommendation
- Public Hearing scheduled

City Council Public Hearing

- Consideration of staff
- Recommendation and applicant and public testimony

APPROVAL

APPROVAL WITH CONDITIONS

DENIAL

East-West Express Incorporated
PO Box 755
Villa Rica, GA 30180

09JUN21

From: Richard Cangemi, President and Chief Executive Officer, East-West Express Inc.
To: City of Villa Rica.

Subj: EAST-WEST EXPRESS INCORPORATED SPECIAL EXCEPTION ADDITIONAL STATEMENT CHAPTER VII, SEC. 7.02. #5 PAVING AND DRAINAGE

a. This letter serves as an additional statement regarding the reasoning for the special exception request.

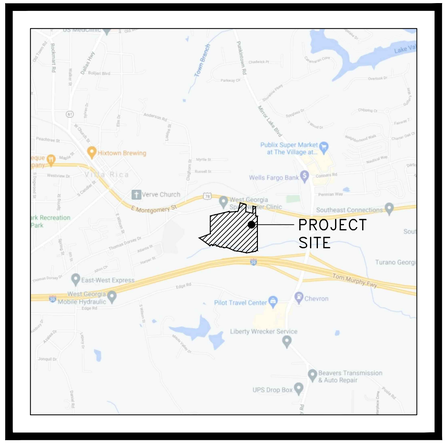
b. East-West Express is in the process of expanding and consolidating two tractor-trailer parking lots and administration buildings. This new facility and parking is an essential need for the success of this plan as well as the goal of hiring 100 more employees by mid-2022.

c. If East-West Express is required to pave the future tractor-trailer parking, it would be detrimental and a hardship on our company. An asphalt surface tractor-trailer parking lot would not hold up on our loaded trailers as they weigh 80,000 pounds. Hot summer days with the tractor-trailers turning their wheels will create weak points, cracks, and holes. This would create an unnecessary hardship of consistent maintenance that could be avoided if allowed to use gravel. Our plan to hire 100 more employees by mid-2022 would ultimately have to be delayed and grossly altered.

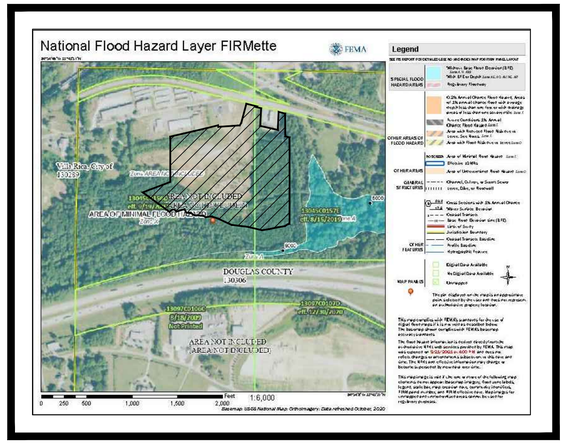
d. East-West Express has operated in Villa Rica Georgia for over 30 years and currently employs approximately 300 people. We as a company would love to continue to operate here and grow alongside you, the City of Villa Rica. Thank you for your consideration on this matter.

e. If there are any questions or concerns please contact my assistant, Joseph Cangemi, at 404-370-2409 or via email at Joseph.Cangemi@east-westexpress.com.

Richard Cangemi



SITE LOCATION MAP
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
GPS LOCATION: 33.7298° N, -84.9063° W
SCALE: 1"=2000'



FIRM MAP
N.T.S.
MAP #: 13045C0156D
EFFECTIVE DATE: 09/19/2007
ZONE: ZONE X

SHEET INDEX

C-1.0 SITE PLAN
C-1.0 ENLARGED SITE PLAN
C-2.0 GRADING PLAN
C-2.1 STORM DRAINAGE PLAN
C-2.2 STORM SEWER PROFILES
C-3.0 UTILITY PLAN

CD-2.0 STORM DRAINAGE DETAILS
CD-3.0 UTILITY DETAILS

EAST-WEST EXPRESS, INC.

GRADING, STORMWATER, & UTILITY PACKAGE

24–HOUR CONTACT

EAST–WEST EXPRESS, INC.
ATTN: JOSEPH CANGEMI
662 HWY 61, VILLA RICA, GA 30180
770–459–1159

GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.

GENERAL SITE DATA:

OWNER/PROJECT MANAGER

EAST–WEST EXPRESS, INC.
ATTN: JOSEPH CANGEMI
662 HWY 61, VILLA RICA, GA 30180
770–459–1159

1. PARCEL: 01450250015
2. LAND LOT: 145
3. DISTRICT: 25
4. SITE AREA: 33.36 +/– ACRES
5. PROPOSED USE: DISTRIBUTION FACILITY
6. ZONING: C1 – COMMERCIAL LOW DENSITY
   SETBACKS:
   FRONT = 45'
   SIDE = 10'
   REAR = 20'
7. WATER AVAILABILITY: PUBLIC
8. SEWER AVAILABILITY: PUBLIC

NOTES:
1. IT IS THE DEVELOPER'S RESPONSIBILITY TO ADDRESS ANY WETLAND ISSUES TO THE SATISFACTION OF THE U.S. ARMY CORPS OF ENGINEERS.
2. IT IS THE DEVELOPER'S RESPONSIBILITY TO ABIDE BY ALL THE RULES AND REGULATIONS PERTAINING TO THE STATE OF GEORGIA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS."
3. IT IS THE DEVELOPER'S RESPONSIBILITY TO ABIDE BY ALL THE RULES AND REGULATIONS PERTAINING TO THE U.S. FISH AND WILDLIFE SERVICE IF APPLICABLE.

THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8665 BALDWIN PARKWAY
DOUGLASVILLE, GEORGIA 30134
PHONE: 678–909–6996
EMAIL: DESK.SECGROUP@GMAIL.COM

REV.	DATE	DESCRIPTION

EAST-WEST EXPRESS, INC.

JOB #: 210411

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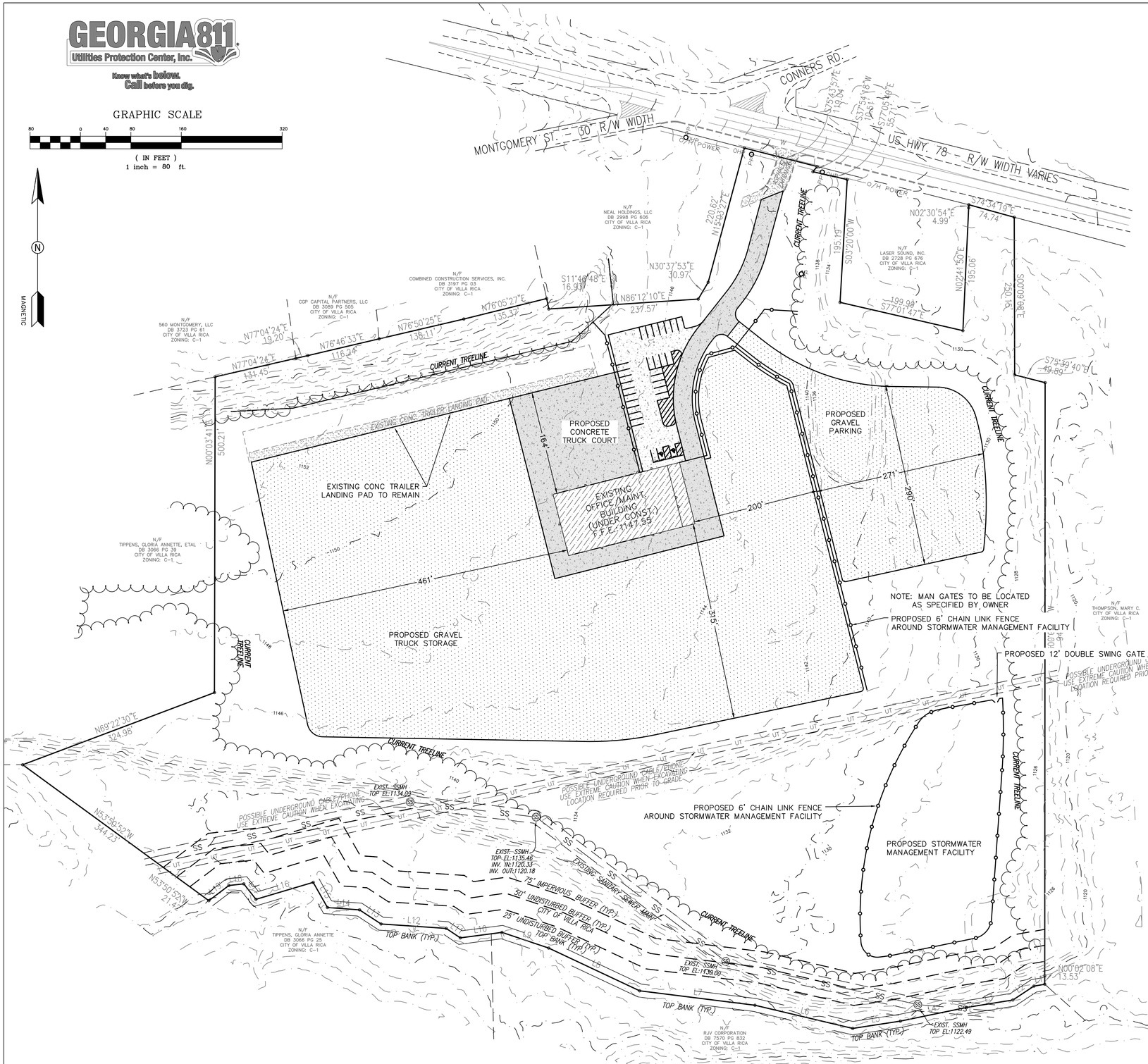
GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

MAGNETIC



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PARKING DATA

FACILITY USE: DISTRIBUTION

PARKING REQUIRED = 1 SPACE PER EMPLOYEE ON LARGEST SHIFT
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= 28 SPACES

PARKING PROVIDED = 29 SPACES

HANDICAP PARKING REQUIRED = 1 (REG)
1 (VAN)
2 (TOTAL)

HANDICAP PARKING PROVIDED = 0 (REG)
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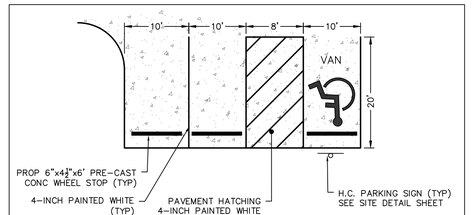
2 (TOTAL)



STRIPING DETAIL
N.T.S.

PAVING LEGEND

GRAVEL	-3" #4 STONE -4" COMPACTED G.A.B.	
HD CONCRETE PAVEMENT	-6" COMPACTED G.A.B. -6" 4000 PSI FIBERMESH CONCRETE	
CONCRETE PAVEMENT	-4" COMPACTED G.A.B. -6" 4000 PSI FIBERMESH CONCRETE	

SITE NOTES

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3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
4. CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
5. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
6. BUILDING FOOTPRINT SHOWN IS APPROXIMATE.
7. SEE SITE DETAILS SHEET FOR APPLICABLE DETAILS.

NOTE:
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2. TOPOGRAPHIC DATA OBTAINED FROM CARROLL COUNTY GIS AND IS APPROXIMATE.
3. THE F.I.R.M. PANEL 13045C0156D DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA.
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LEGEND

1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SEDIMENT BARRIER
1034 CATCH BASIN	WATER VALVE	TREE PROTECTION FENCE
1019A DROP INLET	GAS VALVE	PROPOSED FENCE
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SEWER MANHOLE	UST — UNDERGROUND TELEPHONE	EXISTING CURB & GUTTER
EXISTING FIRE HYDRANT	OHT — OVERHEAD TELEPHONE	PROPOSED CURB & GUTTER
PROPOSED FIRE HYDRANT	W — WATER	X 1010 EXISTING SPOT ELEVATION
LIGHT POLE	SS — SANITARY SEWER	1010 PROPOSED SPOT ELEVATION
GUY POLE	FM — FORCE MAIN	WM EXISTING WATER METER
UTILITY POLE	G — GAS	WM PROPOSED WATER METER
UNDERGROUND DOWNSPOUT	STORM DRAIN	MB MAILBOX
		GM GAS METER
		PM POWER METER

REV.	DATE	DESCRIPTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 041025 MICHAEL G. FORLAW

THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8665 BALLARD DRIVE PHONE: 678-699-6996
DOUGLASVILLE, GEORGIA 30134 EMAIL: DESK.SECIVILGROUP@GMAIL.COM

JOB #: 210411

SCALE: 1"=80'

DATE: 05/21/2021

DESIGN BY: MGF

SITE PLAN
EAST-WEST EXPRESS, INC.

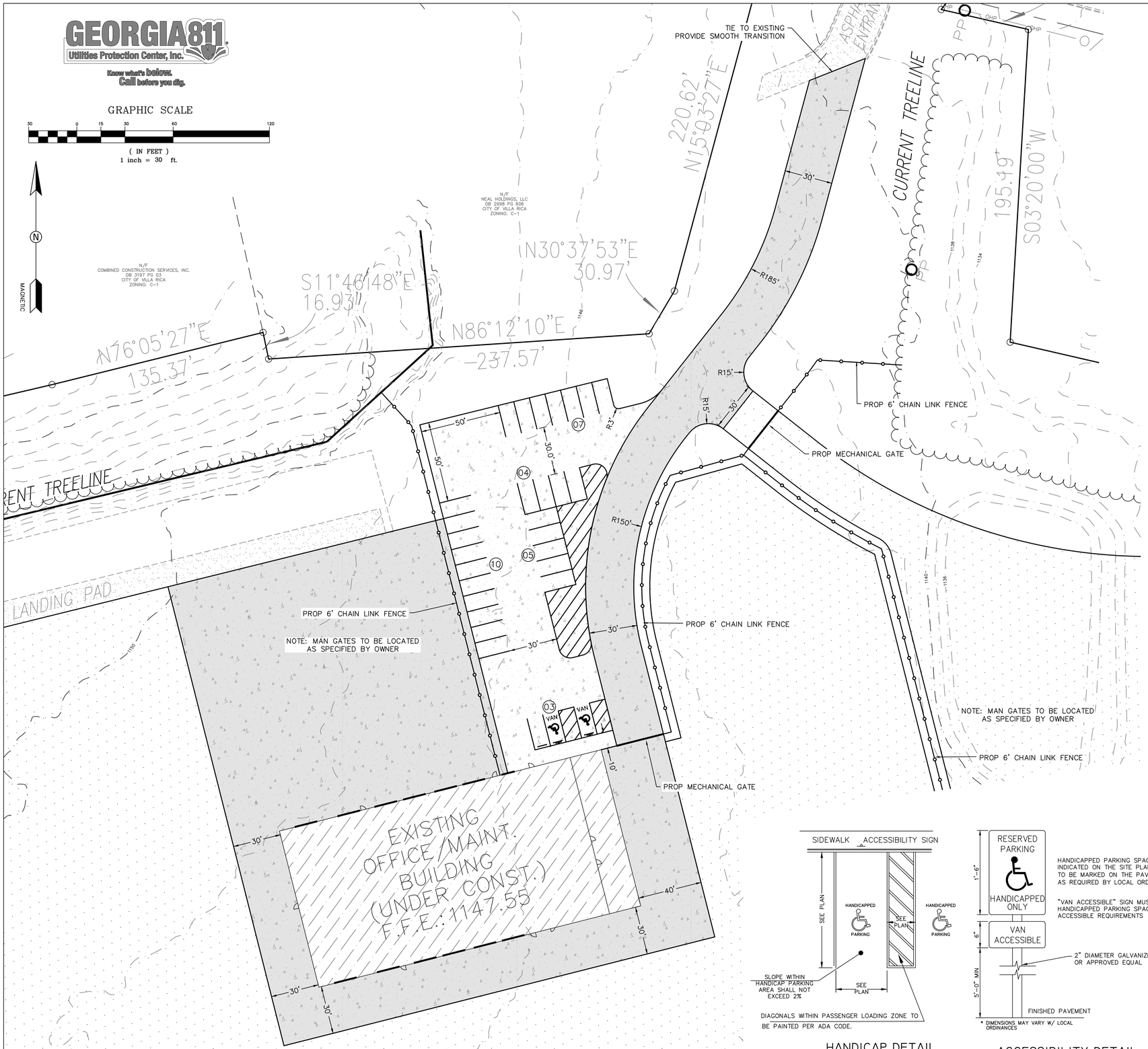
LOCATED IN LL 145, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET:
C-1.0

GEORGIA811
Utilities Protection Center, Inc.
Know what's below. Call before you dig.

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

MAGNETIC



GENERAL SITE DATA:

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EAST–WEST EXPRESS, INC.
ATTN: JOSEPH CANGEMI
662 HWY 61, VILLA RICA, GA 30180
770–459–1159

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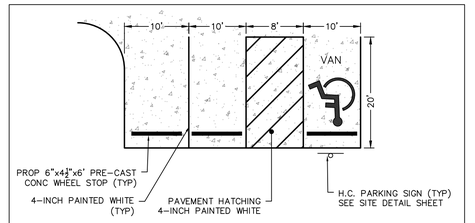

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HANDICAP DETAIL

HANDICAPPED PARKING SPACES SHALL BE AS INDICATED ON THE SITE PLAN. PARKING SPACES TO BE MARKED ON THE PAVEMENT & W/ SIGN AS REQUIRED BY LOCAL ORDINANCE/ADA.

"VAN ACCESSIBLE" SIGN MUST BE INCLUDED FOR HANDICAPPED PARKING SPACES MEETING VAN ACCESSIBLE REQUIREMENTS

ACCESSIBILITY DETAIL

LEGEND

1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SEDIMENT BARRIER
1034 CATCH BASIN	WATER VALVE	TREE PROTECTION FENCE
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UTILITY POLE	GAS	PROPOSED WATER METER
UNDERGROUND DOWNSPOUT	STORM DRAIN	MAILBOX
		GAS METER
		POWER METER

REV.	DATE	DESCRIPTION

GEORGIA REGISTERED No. 041025 PROFESSIONAL ENGINEER MICHAEL G. FORLAW

THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8663 BALDWIN STREET PHONE: 678-699-6996
DOUGLASVILLE, GEORGIA 30134 EMAIL: DESIGN.SECIVILGROUP@GMAIL.COM

JOB #: 210411

SCALE: 1"=30'

DATE: 05/21/2021

DESIGN BY: MGF

ENLARGED SITE PLAN
EAST-WEST EXPRESS, INC.

LOCATED IN LL 145, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET:
C-1.1

GEORGIA811
Utilities Protection Center, Inc.
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GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

MAGNETIC

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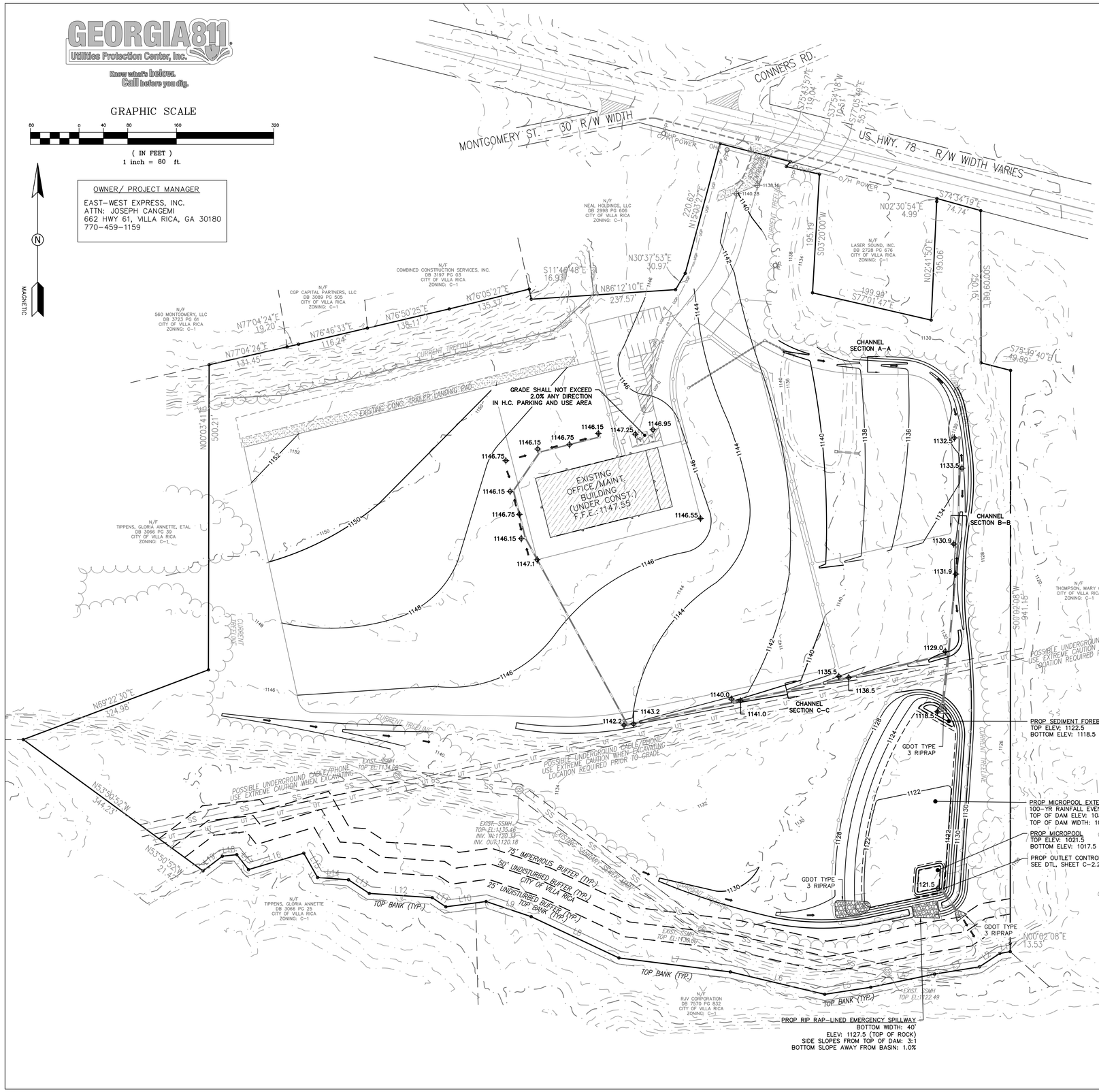

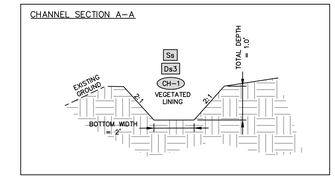

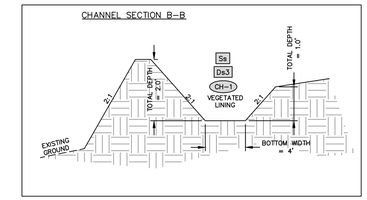

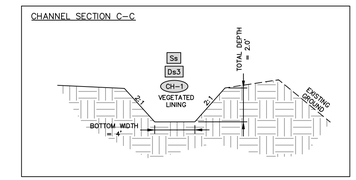

GRADING & STORM DRAINAGE NOTES

1. FOR STRUCTURE TYPE, PIPE SIZES & INVERT ELEVATIONS SEE PROFILE.
2. ALL STORM DRAIN PIPE SHALL BE HDPE PER GADOT SPECIFICATION 845 OR REINFORCED CONCRETE PIPE PER GADOT SPECIFICATION 843.
3. ALL STORM DRAIN PIPE SHALL CONFORM TO GADOT STANDARD 1030D OR 1030P FOR STRUCTURAL REQUIREMENTS.
4. ALL PRECAST STRUCTURES SHALL BE PER GADOT STANDARD 1040.
5. "GRATE INLET" SHALL HAVE GDOT STANDARD 1019A FRAME AND GRATE.
6. ALL DISCHARGE HEADWALLS TO BE ENERGY DISSIPATING HEADWALL UNLESS NOTED OTHERWISE.
7. COMPACTION STANDARDS:
   7.A. ALL FILL TO BE COMPACTED TO 95% STANDARD PROCTOR.
   7.B. THE TOP 2' OF ALL AREAS TO RECEIVE PAVEMENT OR STRUCTURES SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.
8. ALL SPOT ELEVATIONS SHOWN AT CURBS REPRESENT ELEVATION OF GUTTER AT FACE OF CURB UNLESS NOTED OTHERWISE.
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JOB #: 210411
SCALE: 1"=80'
DATE: 05/21/2021
DESIGN BY: MGF

GRADING PLAN
EAST-WEST EXPRESS, INC.

LOCATED IN LL 145, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET:
C-2.0

GEORGIA811
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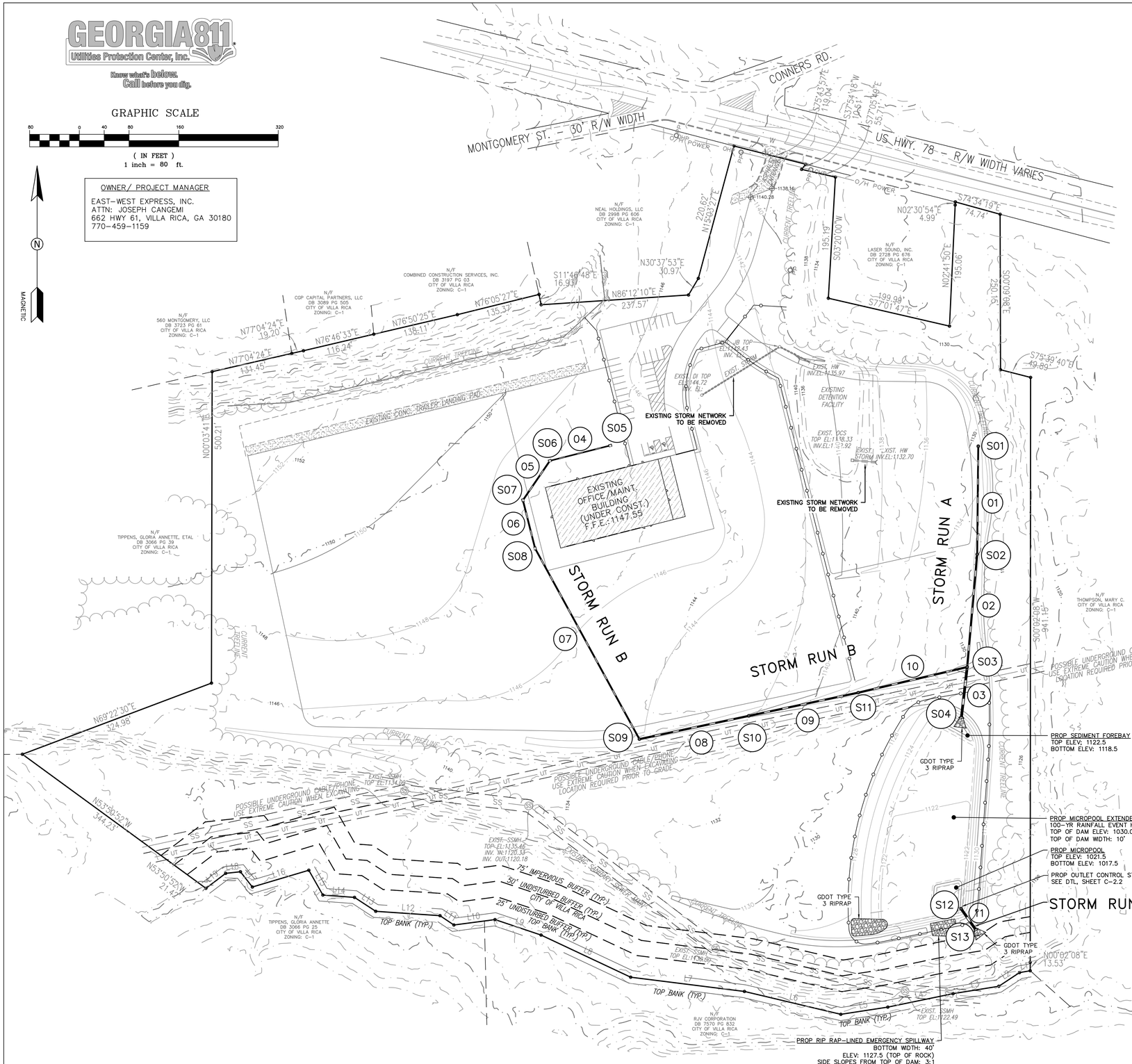

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3. ALL STORM DRAIN PIPE SHALL CONFORM TO GADOT STANDARD 1030D OR 1030P FOR STRUCTURAL REQUIREMENTS.
4. ALL PRECAST STRUCTURES SHALL BE PER GADOT STANDARD 1040.
5. "GRATE INLET" SHALL HAVE GDOT STANDARD 1019A FRAME AND GRATE.
6. ALL DISCHARGE HEADWALLS TO BE ENERGY DISSIPATING HEADWALL UNLESS NOTED OTHERWISE.
7. COMPACTION STANDARDS:
   7.A. ALL FILL TO BE COMPACTED TO 95% STANDARD PROCTOR.
   7.B. THE TOP 2' OF ALL AREAS TO RECEIVE PAVEMENT OR STRUCTURES SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.
8. ALL SPOT ELEVATIONS SHOWN AT CURBS REPRESENT ELEVATION OF GUTTER AT FACE OF CURB UNLESS NOTED OTHERWISE.
9. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
10. CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
11. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
12. BUILDING FOOTPRINT SHOWN IS APPROXIMATE.

NOTE:
1. BOUNDARY INFORMATION SHOWN OBTAINED FROM LEWIS LAND CONCEPTS.
2. TOPOGRAPHIC DATA OBTAINED FROM CARROLL COUNTY GIS AND IS APPROXIMATE.
3. THE F.I.R.M. PANEL 13045C0156D DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA.
4. THE U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED, AND NO WETLANDS ARE SHOWN TO BE PRESENT WITHIN PROJECT LIMITS.

LEGEND

1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SEDIMENT BARRIER
1034 CATCH BASIN	WATER VALVE	TREE PROTECTION FENCE
1019A DROP INLET	GAS VALVE	PROPOSED FENCE
1011A JUNCTION BOX	HANDICAPPED PARKING	EXISTING FENCE
1019A TYPE E CURB INLET	TRAFFIC FLOW	PROPERTY LINE
HEADWALL	UNDERGROUND POWER	EXISTING CONTOUR
DRAINAGE SLOPE	OVERHEAD POWER	PROPOSED CONTOUR
SEWER MANHOLE	UNDERGROUND TELEPHONE	EXISTING CURB & GUTTER
EXISTING FIRE HYDRANT	OVERHEAD TELEPHONE	PROPOSED CURB & GUTTER
PROPOSED FIRE HYDRANT	WATER	X 1010 EXISTING SPOT ELEVATION
LIGHT POLE	SANITARY SEWER	1010 PROPOSED SPOT ELEVATION
GUY POLE	FORCE MAIN	EXISTING WATER METER
UTILITY POLE	GAS	PROPOSED WATER METER
UNDERGROUND DOWNSPOUT	STORM DRAIN	MAILBOX
		GAS METER
		POWER METER

REV.	DATE	DESCRIPTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 041025 MICHAEL G. FORLAW

THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8565 BALLIS DRIVE
DOUGLASVILLE, GEORGIA 30134
PHONE: 678-529-6995
EMAIL: DESK.SECGROUP@GMAIL.COM

JOB #: 210411

SCALE: 1"=80'

DATE: 05/21/2021

DESIGN BY: MGF

STORM DRAINAGE PLAN
EAST-WEST EXPRESS, INC.

LOCATED IN LL 145, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET:
C-2.1

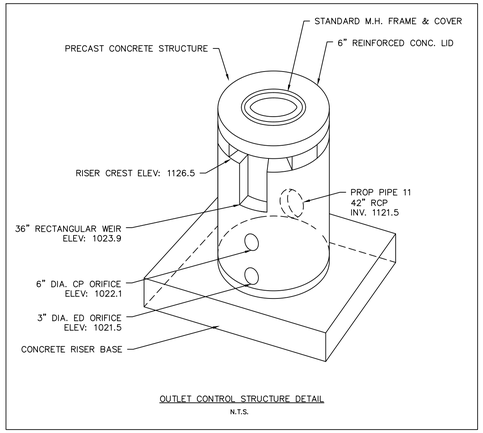
GRADING & STORM DRAINAGE NOTES

1. FOR STRUCTURE TYPE, PIPE SIZES & INVERT ELEVATIONS SEE PROFILE.
2. ALL STORM DRAIN PIPE SHALL BE HDPE PER GADOT SPECIFICATION 845 OR REINFORCED CONCRETE PIPE PER GADOT SPECIFICATION 843.
3. ALL STORM DRAIN PIPE SHALL CONFORM TO GADOT STANDARD 1030D OR 1030P FOR STRUCTURAL REQUIREMENTS.
4. ALL PRECAST STRUCTURES SHALL BE PER GADOT STANDARD 1040.
5. "GRATE INLET" SHALL HAVE GDOT STANDARD 1019A FRAME AND GRATE.
6. ALL DISCHARGE HEADWALLS TO BE ENERGY DISSIPATING HEADWALL UNLESS NOTED OTHERWISE.
7. COMPACTION STANDARDS:
   7.A. ALL FILL TO BE COMPACTED TO 95% STANDARD PROCTOR.
   7.B. THE TOP 2' OF ALL AREAS TO RECEIVE PAVEMENT OR STRUCTURES SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.
8. ALL SPOT ELEVATIONS SHOWN AT CURBS REPRESENT ELEVATION OF GUTTER AT FACE OF CURB UNLESS NOTED OTHERWISE.
9. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
10. CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
11. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
12. BUILDING FOOTPRINT SHOWN IS APPROXIMATE.

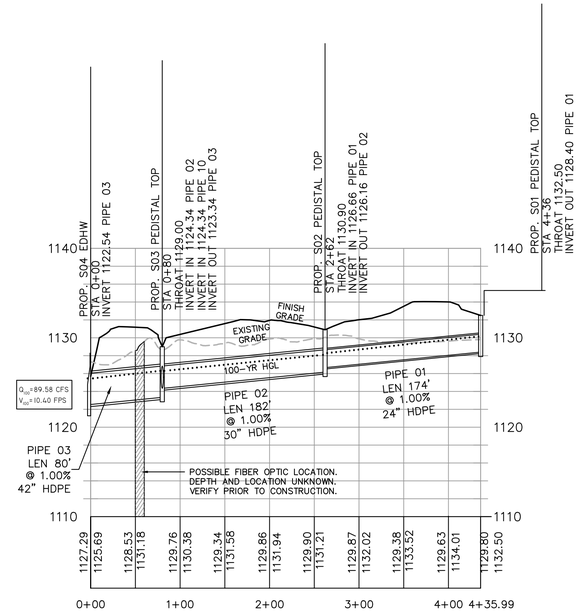
OWNER/ PROJECT MANAGER

EAST-WEST EXPRESS, INC.
ATTN: JOSEPH CANGEMI
662 HWY 61, VILLA RICA, GA 30180
770-459-1159

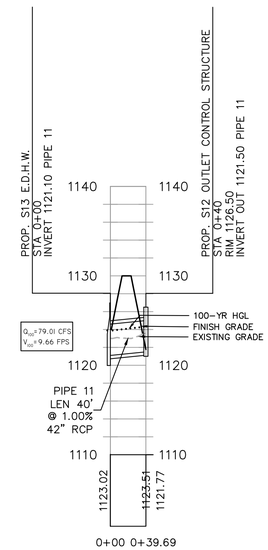
GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.



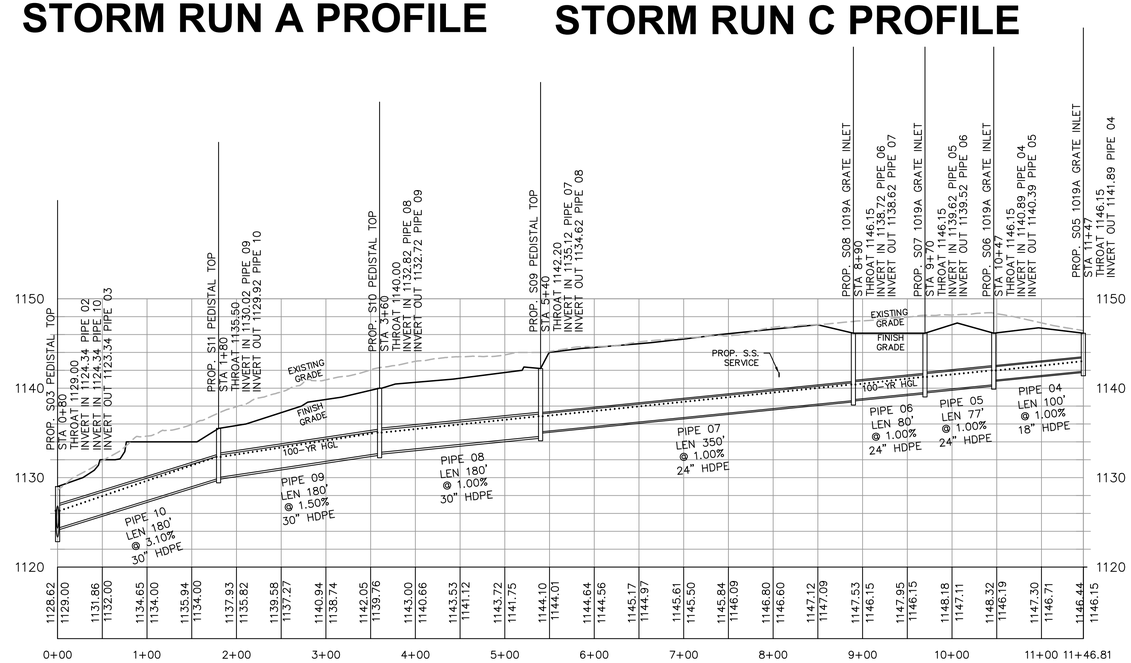
OUTLET CONTROL STRUCTURE DETAIL
N.T.S.



STORM RUN A PROFILE



STORM RUN C PROFILE



STORM RUN B PROFILE

SCALE:
VERT: 1" = 8'
HORZ: 1" = 80'

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

Storm Sewer Tabulation

1	End	83.887	1.18	16.06	0.34	0.40	8.75	5.0	7.5	10.2	89.58	109.1	10.40	42	1.00	1122.50	1123.34	1125.44	1126.28	1124.63	1129.00	03
2	1	179.996	1.56	9.86	0.56	0.87	5.63	5.0	7.2	10.4	58.61	78.23	13.26	30	3.10	1124.34	1129.92	1126.28	1132.30	1129.00	1135.50	10
3	2	180.000	1.13	8.30	0.54	0.61	4.76	5.0	6.9	10.6	50.44	54.41	10.70	30	1.50	1130.02	1132.72	1132.30	1135.02	1135.50	1140.00	09
4	3	179.994	3.62	7.17	0.53	1.92	4.15	5.0	6.5	10.8	44.90	44.43	9.77	30	1.00	1132.82	1134.62	1135.02	1136.84	1140.00	1142.20	08
5	4	349.747	0.31	3.55	0.56	0.17	2.23	5.0	5.8	11.3	25.26	24.51	8.69	24	1.00	1135.12	1138.62	1136.84	1140.39	1142.20	1146.15	07
6	5	80.000	0.73	3.24	0.56	0.41	2.06	5.0	5.6	11.5	23.56	24.50	8.31	24	1.00	1138.72	1139.52	1140.39	1141.24	1146.15	1146.15	06
7	6	76.877	1.55	2.51	0.63	0.98	1.65	5.0	5.4	11.6	19.14	24.52	7.12	24	1.00	1139.62	1140.39	1141.24	1141.96	1146.15	1146.15	05
8	7	100.199	0.96	0.96	0.70	0.67	0.67	5.0	5.0	11.9	7.99	11.36	5.85	18	1.00	1140.89	1141.89	1141.96	1142.98	1146.15	1146.15	04
9	1	181.852	1.49	5.02	0.47	0.70	2.71	5.0	5.4	11.6	31.46	44.45	7.77	30	1.00	1124.34	1126.16	1126.28	1128.07	1129.00	1130.90	02
10	9	175.219	3.53	3.53	0.57	2.01	2.01	5.0	5.0	11.9	23.94	24.42	8.57	24	0.99	1126.66	1128.40	1128.27	1130.13	1130.90	1132.50	01

Project File: STORM NETWORK 1.stm — Number of lines: 1 — Run Date: 5/20/2021

NOTES:Intensity = 52.38 / (Inlet time+ 4.70) 0.65; Return period =Yrs. 100 ; c = cir e = ellip b = box

Storm Sewer Tabulation

1	End	83.887	1.18	16.06	0.34	0.40	8.75	5.0	10.5	4.1	35.78	109.1	6.92	42	1.00	1122.50	1123.34	1124.35	1125.19	1124.63	1129.00	03
2	1	179.996	1.56	9.86	0.56	0.87	5.63	5.0	9.8	4.2	23.68	78.23	10.41	30	3.10	1124.34	1129.92	1125.28	1131.58	1129.00	1135.50	10
3	2	180.000	1.13	8.30	0.54	0.61	4.76	5.0	9.1	4.3	20.67	54.41	6.47	30	1.50	1130.02	1132.72	1131.58	1134.26	1135.50	1140.00	09
4	3	179.994	3.62	7.17	0.53	1.92	4.15	5.0	8.3	4.5	18.71	44.43	6.32	30	1.00	1132.82	1134.62	1134.26	1136.09	1140.00	1142.20	08
5	4	349.747	0.31	3.55	0.56	0.17	2.23	5.0	6.7	4.9	10.96	24.51	6.48	24	1.00	1135.12	1138.62	1136.09	1139.81	1142.20	1146.15	07
6	5	80.000	0.73	3.24	0.56	0.41	2.06	5.0	6.3	5.0	10.34	24.50	5.73	24	1.00	1138.72	1139.52	1139.81	1140.67	1146.15	1146.15	06
7	6	76.877	1.55	2.51	0.63	0.98	1.65	5.0	5.8	5.2	8.51	24.52	5.13	24	1.00	1139.62	1140.39	1140.67	1141.43	1146.15	1146.15	05
8	7	100.199	0.96	0.96	0.70	0.67	0.67	5.0	5.0	5.4	3.65	11.36	5.00	18	1.00	1140.89	1141.89	1141.48	1142.62	1146.15	1146.15	04
9	1	181.852	1.49	5.02	0.47	0.70	2.71	5.0	5.8	5.2	13.98	44.45	6.83	30	1.00	1124.34	1126.16	1125.30	1127.42	1129.00	1130.90	02
10	9	175.219	3.53	3.53	0.57	2.01	2.01	5.0	5.0	5.4	10.92	24.42	6.60	24	0.99	1126.66	1128.40	1127.60	1129.58	1130.90	1132.50	01

Project File: STORM NETWORK 1.stm — Number of lines: 1 — Run Date: 5/20/2021

NOTES:Intensity = 27.07 / (Inlet time+ 5.60) 0.68; Return period =Yrs. 2 ; c = cir e = ellip b = box

REV.	DATE	DESCRIPTION

GEORGIA REGISTERED No. 041025 PROFESSIONAL ENGINEER MICHAEL G. FORLAW

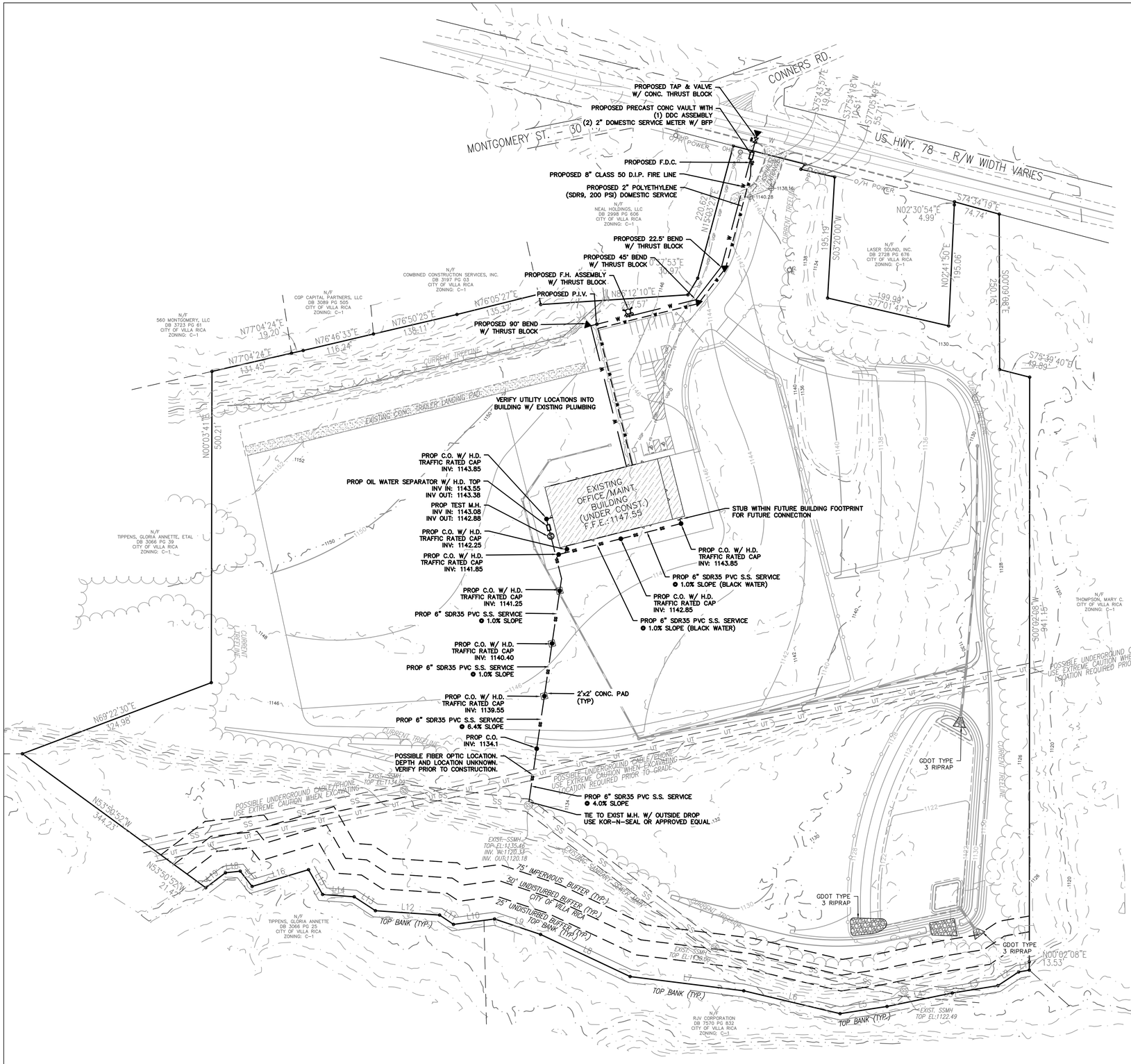
THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8663 BALDWIN STREET PHONE: 678-445-7925
DOUGLASVILLE, GEORGIA 30134 EMAIL: DESK.SECIVILGROUP@GMAIL.COM

JOB #: 210411
SCALE: AS SHOWN
DATE: 05/21/2021
DESIGN BY: MGF

STORM SEWER PROFILES
EAST-WEST EXPRESS, INC.

LOCATED IN LL 145, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET:
C-2.2



OWNER/ PROJECT MANAGER

EAST-WEST EXPRESS, INC.
ATTN: JOSEPH CANGEMI
662 HWY 61, VILLA RICA, GA 30180
770-459-1159

GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

UTILITY NOTES

1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
3. UTILITIES LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
4. BUILDING FOOTPRINT SHOWN IS APPROXIMATE. SEE ARCHITECTURAL PLANS.

NOTE:
1. BOUNDARY INFORMATION SHOWN OBTAINED FROM LEWIS LAND CONCEPTS.
2. TOPOGRAPHIC DATA OBTAINED FROM CARROLL COUNTY GIS AND IS APPROXIMATE.
3. THE F.I.R.M. PANEL 13045C0156D DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA.
4. THE U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED, AND NO WETLANDS ARE SHOWN TO BE PRESENT WITHIN PROJECT LIMITS.

LEGEND

	1033 CATCH BASIN		OVERGROUND DOWNSPOUT	—SB—	SEDIMENT BARRIER
	1034 CATCH BASIN		WATER VALVE	—TP—	TREE PROTECTION FENCE
	1019A DROP INLET		GAS VALVE	—o—o—	PROPOSED FENCE
	1011A JUNCTION BOX		HANDICAPPED PARKING	—x—x—	EXISTING FENCE
	1019A TYPE E CURB INLET		TRAFFIC FLOW		PROPERTY LINE
	HEADWALL	—UGP—	UNDERGROUND POWER	—100—	EXISTING CONTOUR
	DRAINAGE SLOPE	—OHP—	OVERHEAD POWER	—100—	PROPOSED CONTOUR
	SEWER MANHOLE	—UGT—	UNDERGROUND TELEPHONE		EXISTING CURB & GUTTER
	EXISTING FIRE HYDRANT	—OHT—	OVERHEAD TELEPHONE		PROPOSED CURB & GUTTER
	PROPOSED FIRE HYDRANT	—W—	WATER	x 1010	EXISTING SPOT ELEVATION
	LIGHT POLE	—SS—	SANITARY SEWER	+ 1010	PROPOSED SPOT ELEVATION
	GUY POLE	—FM—	FORCE MAIN	WM	EXISTING WATER METER
	UTILITY POLE	—G—	GAS	WM	PROPOSED WATER METER
	UNDERGROUND DOWNSPOUT		STORM DRAIN	MB	MAILBOX
				GM	GAS METER
				PM	POWER METER

REV.	DATE	DESCRIPTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 041025 MICHAEL G. FORLAW

THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8665 BAILEY MILL ROAD PHONE: 770-949-8996
DOUGLASVILLE, GEORGIA 30134 EMAIL: DESIGN@SCGROUP.COM

JOB #: 210411

SCALE: 1"=80'

DATE: 05/21/2021

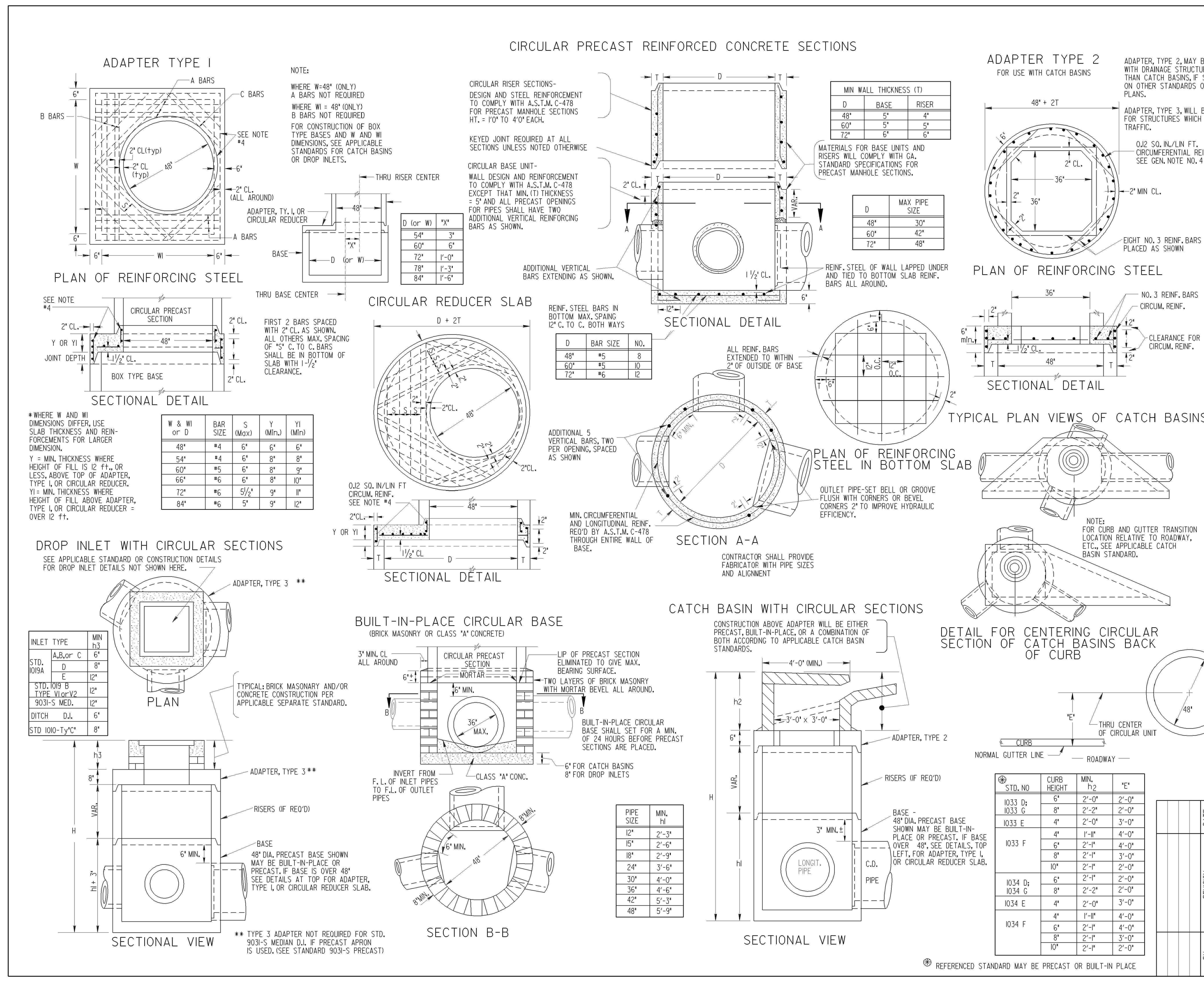
DESIGN BY: MGF

UTILITY PLAN
EAST-WEST EXPRESS, INC.

LOCATED IN LL 145, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET:
C-3.0

CIRCULAR PRECAST REINFORCED CONCRETE SECTIONS



NOTE:
WHERE W=48" (ONLY) A BARS NOT REQUIRED
WHERE W1 = 48" (ONLY) B BARS NOT REQUIRED
FOR CONSTRUCTION OF BOX TYPE BASES AND W AND W1 DIMENSIONS, SEE APPLICABLE STANDARDS FOR CATCH BASINS OR DROP INLETS.

D (or W)	"X"
54"	3"
60"	6"
72"	1'-0"
78"	1'-3"
84"	1'-6"

*WHERE W AND W1 DIMENSIONS DIFFER, USE SLAB THICKNESS AND REINFORCEMENTS FOR LARGER DIMENSION.
Y = MIN. THICKNESS WHERE HEIGHT OF FILL IS 12 ft., OR LESS, ABOVE TOP OF ADAPTER, TYPE I, OR CIRCULAR REDUCER.
Y1= MIN. THICKNESS WHERE HEIGHT OF FILL ABOVE ADAPTER, TYPE I, OR CIRCULAR REDUCER = OVER 12 ft.

W & W1 or D	BAR SIZE	S (Max)	Y (Min.)	Y1 (Min)
48"	#4	6"	6"	6"
54"	#4	6"	8"	8"
60"	#5	6"	8"	9"
66"	#6	6"	8"	10"
72"	#6	5 1/2"	9"	11"
84"	#6	5"	9"	12"

FIRST 2 BARS SPACED WITH 2" CL. AS SHOWN. ALL OTHERS MAX. SPACING OF "S" C. TO C. BARS SHALL BE IN BOTTOM OF SLAB WITH 1-1/2" CLEARANCE.

CIRCULAR RISER SECTIONS- DESIGN AND STEEL REINFORCEMENT TO COMPLY WITH A.S.T.M. C-478 FOR PRECAST MANHOLE SECTIONS HT. = 1'0" TO 4'0" EACH.

KEYED JOINT REQUIRED AT ALL SECTIONS UNLESS NOTED OTHERWISE

CIRCULAR BASE UNIT- WALL DESIGN AND REINFORCEMENT TO COMPLY WITH A.S.T.M. C-478 EXCEPT THAT MIN. (T) THICKNESS = 5" AND ALL PRECAST OPENINGS FOR PIPES SHALL HAVE TWO ADDITIONAL VERTICAL REINFORCING BARS AS SHOWN.

MIN WALL THICKNESS (T)		
D	BASE	RISER
48"	5"	4"
60"	5"	5"
72"	6"	6"

MATERIALS FOR BASE UNITS AND RISERS WILL COMPLY WITH GA. STANDARD SPECIFICATIONS FOR PRECAST MANHOLE SECTIONS.

D	MAX PIPE SIZE
48"	30"
60"	42"
72"	48"

REINF. STEEL BARS IN BOTTOM MAX. SPAING 12" C. TO C. BOTH WAYS

D	BAR SIZE	NO.
48"	#5	8
60"	#5	10
72"	#6	12

INLET TYPE		MIN h3
STD. 1019A	A,B,or C	6"
	D	8"
	E	12"
STD. 1019 B TYPE V1 or V2		12"
9031-S MED.		12"
DITCH	DJ.	6"
STD 1010-Ty'C'		8"

** TYPE 3 ADAPTER NOT REQUIRED FOR STD. 9031-S MEDIAN D.I. IF PRECAST APRON IS USED. (SEE STANDARD 9031-S PRECAST)

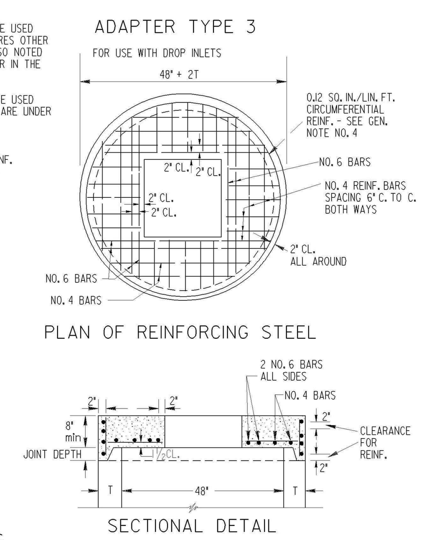
PIPE SIZE	MIN. h1
12"	2'-3"
15"	2'-6"
18"	2'-9"
24"	3'-6"
30"	4'-0"
36"	4'-6"
42"	5'-3"
48"	5'-9"

CONSTRUCTION ABOVE ADAPTER WILL BE EITHER PRECAST, BUILT-IN-PLACE, OR A COMBINATION OF BOTH ACCORDING TO APPLICABLE CATCH BASIN STANDARDS.

⊛ STD. NO	CURB HEIGHT	MIN. h_2	"E"
1033 D; 1033 G	6"	2'-0"	2'-0"
	8"	2'-2"	2'-0"
1033 E	4"	2'-0"	3'-0"
1033 F	4"	1'-11"	4'-0"
	6"	2'-1"	4'-0"
	8"	2'-1"	3'-0"
	10"	2'-1"	2'-0"
1034 D; 1034 G	6"	2'-1"	2'-0"
	8"	2'-2"	2'-0"
1034 E	4"	2'-0"	3'-0"
1034 F	4"	1'-11"	4'-0"
	6"	2'-1"	4'-0"
	8"	2'-1"	3'-0"
	10"	2'-1"	2'-0"

⊛ REFERENCED STANDARD MAY BE PRECAST OR BUILT-IN PLACE

ADAPTER, TYPE 2, MAY BE USED WITH DRAINAGE STRUCTURES OTHER THAN CATCH BASINS, IF SO NOTED ON OTHER STANDARDS OR IN THE PLANS.
ADAPTER, TYPE 3, WILL BE USED FOR STRUCTURES WHICH ARE UNDER TRAFFIC.



NOTE: OPENING IN AN ADAPTER, TYPE 3, DEPENDS ON TYPE OF INLET, OPENING = 1'5" X 2'0" FOR INLET TYPES A,B,C, OR D, AND 2'0" X 2'0" FOR INLET, TYPE E (STANDARD 1019-A). FOR OTHER INLET TYPES OPENING EQUAL TO OPENING REQUIRED FOR INLET WITH BOX TYPE BASES.

GENERAL NOTES:

1. ALL CIRCULAR SECTIONS WILL HAVE KEYED TYPE JOINT IN ACCORDANCE WITH A.S.T.M. C-478.
2. ALL OPENINGS FOR PIPES OVER 6" IN DIAMETER MUST BE PRECAST.
3. ALL ADAPTERS AND REDUCER SLABS SHALL CONTAIN, IN ADDITION TO STEEL BAR REINF. SHOWN, CIRCUMFERENTIAL REINFORCEMENT IN LIP AND EXTENDING INTO BODY OF SLAB AS SHOWN.
4. FOR CONSTRUCTION ABOVE ADAPTER, TYPE 2, AND TYPE 3, AND BELOW TYPE I, SEE APPLICABLE GA. STDS. FOR CATCH BASINS OR DROP INLETS.
5. CIRCULAR SECTIONS SHOWN ON THIS STANDARD MAY BE SUBSTITUTED FOR THE BOX TYPE BASE ON GA. STDS. AND CONSTRUCTION DETAILS FOR CATCH BASINS AND DROP INLETS, WHERE STRUCTURE HEIGHT, PIPE SIZE, AND ALIGNMENT PERMIT. SPECIFIED STRUCTURE HEIGHT SHALL BE SUFFICIENT TO ACCOMODATE THE REQUIRED BASE SIZE, ADAPTERS, RISERS, AND TOP PORTION FOR ALLOWANCE OF THE CIRCULAR ALTERNATES.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
STANDARD
CIRCULAR BASE UNITS AND RISERS FOR CATCH BASINS AND DROP INLETS
(CONSTRUCTION ALTERNATES)
NO SCALE — REV. & REDR.: NOV., 1999
NUMBER 1040

TABLE NO. 1 ROUND PIPE - CONCRETE - CORRUGATED STEEL - CORRUGATED ALUMINUM

MINIMUM CLASS OF CONCRETE OR MINIMUM THICKNESS OF STEEL AND ALUMINUM

HEIGHT OF FILL IN FEET ABOVE TOP OF PIPE

PIPE DIAMETER (INCHES)	TYPE	MINIMUM COVER (INCHES)	1 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 50	50 - 60	60 - 70	70 - 80	80 - 90	PIPE DIAMETER (INCHES)
12	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		12
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	
	ALUM 1	12	.060	.060	.060	.060	.075	.075	.075	.075	.075	.075	.075	.075	
15	CONCRETE	12	III	III	V	V	V	V	V	V	V	V	V		15
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	
	ALUM 1	12	.060	.060	.060	.060	.075	.075	.075	.075	.075	.075	.075	.105	
18	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		18
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	
	ALUM 1	12	.060	.060	.060	.060	.075	.075	.075	.075	.105	.105	.105	.105	
24	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		24
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.064	.064	.064	.079	.079	
	ALUM 1	12	.060	.060	.060	.075	.075	.075	.075	.105	.105	.105	.105		
30	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		30
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.064	.079	.079	.109	.109	
	ALUM 1	12	.075	.075	.075	.075	.075	.105	.105	.105	.135	.135			
36	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		36
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.079	.079	.109	.109	.138	
	STEEL 2	12	.064	.064	.064	.064	.064	.064	.064	.064	.079	.079	.109	.109	
	ALUM 1	12	.075	.105	.105	.105	.105	.105	.135	.135	.135	.135			
	ALUM 2	12	.060	.060	.060	.060	.075	.075	.105	.105	.105	.135			
42	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		42
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.064	.079	.109	.109	.138	.138	
	STEEL 2	12	.064	.064	.064	.064	.064	.064	.064	.079	.109	.109	.109	.138	
	ALUM 1	12	.105	.105	.135	.135	.164	.164							
	ALUM 2	12	.060	.060	.060	.075	.075	.105	.105	.105	.135	.135			
48	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		48
	STEEL 1	12	.064	.064	.064	.064	.064	.064	.079	.109	.109	.138	.138	.168	
	STEEL 2	12	.064	.064	.064	.064	.064	.064	.064	.079	.109	.109	.138	.138	
	ALUM 1	12	.105	.105	.135	.164	.164	.164							
	ALUM 2	12	.060	.060	.060	.075	.075	.105	.105	.135	.135	.164	.164		
54	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		54
	STEEL 1	12	.079	.079	.079	.079	.079	.079	.079	.109	.138	.138	.168		
	STEEL 2	12	.064	.064	.064	.064	.064	.064	.079	.109	.109	.138	.138	.168	
	ALUM 1	15	.105	.105	.135	.164	.164	.164							
	ALUM 2	15	.060	.060	.060	.075	.075	.105	.135	.135	.164	.164			
60	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V	V		60
	STEEL 1	12	.109	.109	.109	.109	.109	.109	.109	.109	.138	.168			
	STEEL 2	12	.064	.064	.064	.064	.064	.079	.079	.109	.138	.138	.168	.168	
	ALUM 1	15	.135	.135	.164	.164	.164	.164							
	ALUM 2	15	.060	.060	.075	.105	.105	.135	.135	.164	.164				
66	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V			66
	STEEL 1	12	.138	.138	.138	.138	.138	.138	.138	.138	.168	.168			
	STEEL 2	12	.064	.064	.064	.064	.064	.079	.109	.109	.138	.168	.168		
	ALUM 1	18	.164	.164	.164	.164	.164								
	ALUM 2	18	.075	.075	.105	.105	.135	.135	.164	.164					
72	CONCRETE	12	III	III	IV	V	V	V	V	V	V	V			72
	STEEL 1	12	.138	.138	.138	.138	.138	.138	.138	.138	.168				
	STEEL 2	12	.064	.064	.064	.064	.079	.109	.109	.138	.138	.168			
	ALUM 1	18	.164	.164	.164	.164	.164								
	ALUM 2	18	.075	.075	.105	.105	.135	.164	.164	.164					
78	CONCRETE	12	III	III	IV	V	V	V	V	V	V				78
	STEEL 1	15	.168	.168	.168	.168	.168	.168	.168	.168					
	STEEL 2	15	.064	.064	.064	.064	.079	.109	.109	.138	.168	.168			
	ALUM 2	21	.075	.075	.105	.105	.135	.164	.164						
84	CONCRETE	12	III	III	IV	V	V	V	V	V	V				84
	STEEL 1	15	.168	.168	.168	.168	.168	.168	.168	.168					
	STEEL 2	15	.064	.064	.064	.079	.079	.109	.109	.138	.168				
	ALUM 2	21	.105	.105	.105	.135	.135	.164	.164						
90	CONCRETE	12	III	III											90
	STEEL 2	18	.064	.064	.064	.079	.109	.109	.138	.138	.168				
	ALUM 2	24	.105	.105	.135	.135	.164								
96	CONCRETE	12	III	III											96
	STEEL 2	18	.079	.079	.079	.079	.109	.109	.138	.168					
	ALUM 2	24	.105	.105	.135	.135	.164								
102	CONCRETE	12	III	III											102
	STEEL 2	24	.079	.079	.079	.109	.109	.138	.138	.168					
	ALUM 2	24	.135	.164	.164										
108	CONCRETE	12	III	III											108
	STEEL 2	24	.109	.109	.109	.109	.109	.138	.138	.168					
	ALUM 2	24	.135	.164											
114	CONCRETE														114
	STEEL 2	24	.109	.109	.109	.109	.109	.138	.168						
	ALUM 2	24	.164	.164											
120	CONCRETE														120
	STEEL 2	24	.109	.109	.109	.109	.138	.138	.168						
	ALUM 2	24	.164	.164											

IMPERFECT BACKFILL IS NOT REQUIRED FOR CONDTIONS SHOWN ON THE LEFT SIDE OF THE HEAVY LINE. USE NORMAL BACKFILL.

FOR CONDITIONS TO THE RIGHT OF THE HEAVY LINE, CLASS V CONCRETE PIPE REQUIRES IMPERFECT BACKFILL ACCORDING TO DETAIL "A" OR "B" ON SHEET 1 OF 3.

TABLE NO.3-(INFORMATION ONLY)

	COR. METAL THICKNESS	EQUIVALENT GAGE
STEEL	.064	16
	0.079	14
	0.109	12
	0.138	10
	0.168	8
ALUMINUM	0.060	16
	0.075	14
	0.105	12
	0.135	10
	0.164	8

STEEL 1 OR ALUM 1 DENOTES CORRUGATION PROFILE 2 2/3" X 1/2"

STEEL 2 OR ALUM 2 DENOTES CORRUGATION PROFILE 3" X 1" (OR 5" X 1" FOR STEEL PIPE ONLY)

ALL STEEL AND ALUMINUM PIPE SHALL BE LOCK-SEAM OR WELDED-SEAM (HELICAL) CONSTRUCTION.

MINIMUM COVER VALUES APPLY TO HS-20 LIVE LOAD. MINIMUM COVER NEEDED FOR CONSTRUCTION VEHICLES MAY BE GREATER AND IS THE RESPONSIBILITY OF THE CONTRACTOR.

TRENCH CONSTRUCTION IS REQUIRED FOR CONDITIONS ON BOTH SIDES OF HEAVY LINE. SEE SHEET 1 OF 3.

FOR CONDITIONS TO RIGHT OF HEAVY LINE, CONCRETE PIPE REQUIRES IMPERFECT BACKFILL ACCORDING TO SPECIFICATIONS AND THIS STANDARD.

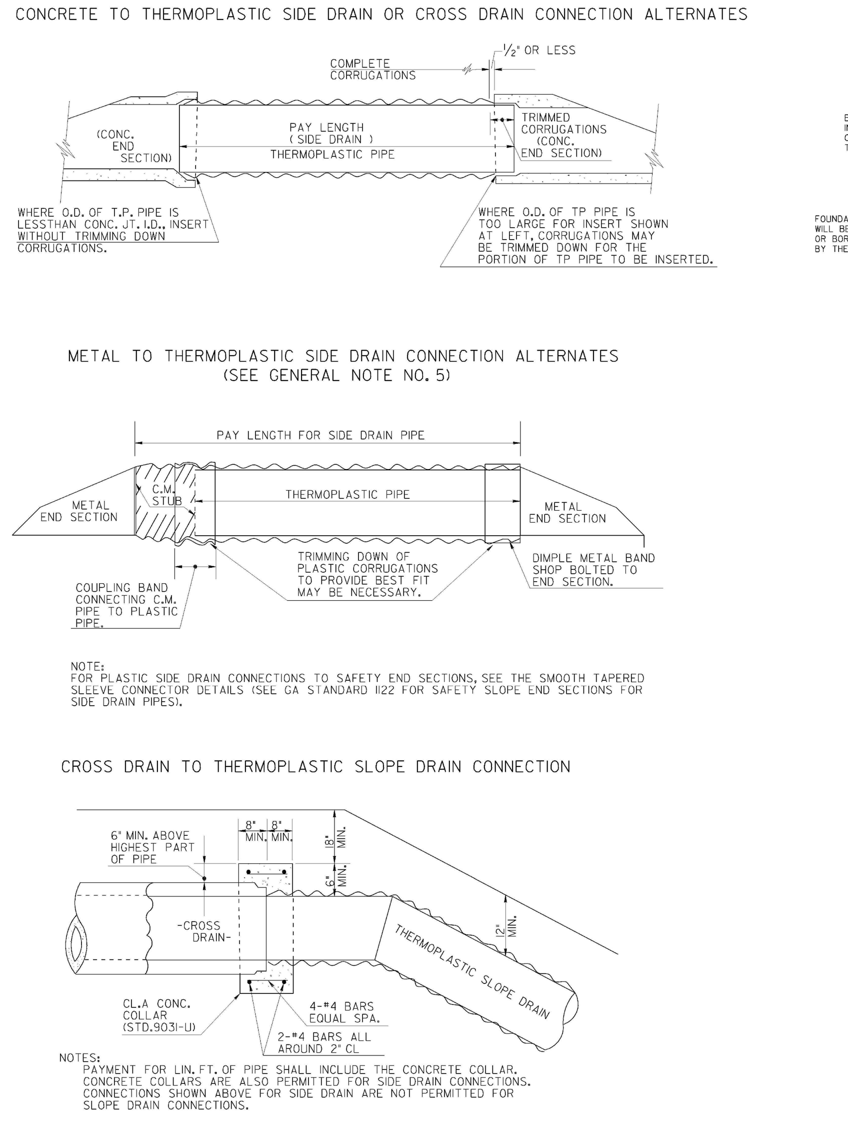
TABLE VALUES FOR ALUMINUM CORRUGATED PIPE (OR ALUMINUM SPIRAL RIB PIPE) ARE COMPUTED BASED UPON ALCLAD ALLOY 3004-H34 HAVING MINIMUM YIELD STRENGTH, fy=24,000 PSI. IF ALUMINUM PIPE IS OTHERWISE FURNISHED AS 3004-H32 (fy=20,000 PSI), THE TABLE NO.1 ALLOWABLE FILL HEIGHTS SHALL BE ADJUSTED AS FOLLOWS:

A. ALL MINIMUM COVER VALUES SHALL BE INCREASED BY 15 PERCENT. (EXAMPLE: 12 INCHES BECOMES 13.8 INCHES)
B. ALL HEIGHT OF FILL VALUES SHALL BE DECREASED BY 15 PERCENT. (EXAMPLE: 35-40 FEET BECOMES 29.7-34.0 FEET)

GEN. REV. NOTES 9-26-01
ADDED SEAM CONST. NOTE 3-9-99

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
STANDARD
CONCRETE & METAL PIPE CULVERTS
SHEET 2 OF 3
(FILL HEIGHTS FOR CONCRETE & CORRUGATED METAL PIPE)
NO SCALE — OCTOBER 21, 1998
NUMBER 1030D

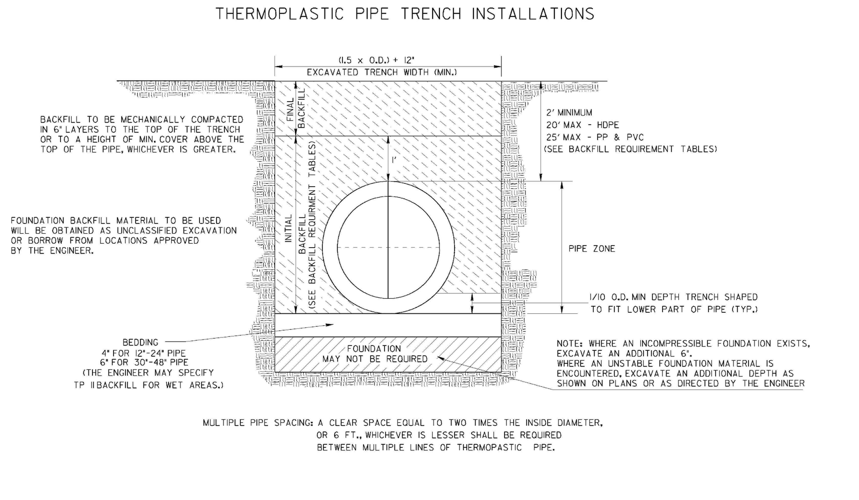
CONCRETE TO THERMOPLASTIC SIDE DRAIN OR CROSS DRAIN CONNECTION ALTERNATES



NOTE:
FOR PLASTIC SIDE DRAIN CONNECTIONS TO SAFETY END SECTIONS, SEE THE SMOOTH TAPERED SLEEVE CONNECTOR DETAILS (SEE GA STANDARD 1122 FOR SAFETY SLOPE END SECTIONS FOR SIDE DRAIN PIPES).

NOTES:
PAYMENT FOR LIN. FT. OF PIPE SHALL INCLUDE THE CONCRETE COLLAR. CONCRETE COLLARS ARE ALSO PERMITTED FOR SIDE DRAIN CONNECTIONS. CONNECTIONS SHOWN ABOVE FOR SIDE DRAIN ARE NOT PERMITTED FOR SLOPE DRAIN CONNECTIONS.

THERMOPLASTIC PIPE TRENCH INSTALLATIONS



MULTIPLE PIPE SPACING: A CLEAR SPACE EQUAL TO TWO TIMES THE INSIDE DIAMETER, OR 6 FT., WHICHEVER IS LESSER SHALL BE REQUIRED BETWEEN MULTIPLE LINES OF THERMOPASTIC PIPE.

ALLOWABLE PIPE SIZES

HIGH DENSITY POLYETHYLENE (HDPE) AASHTO M 294 NOMINAL SIZE (IN.)	POLYPROPYLENE (PP) AASHTO M 330 NOMINAL SIZE (IN.)	PROFILE WALL POLYVINYL CHLORIDE (PVC) AASHTO M 304 NOMINAL SIZE (IN.)	CORRUGATED SMOOTH INTERIOR POLYVINYL CHLORIDE (PVC) ASTM F 949 NOMINAL SIZE (IN.)
12	12	12	12
15	15	15	15
18	18	18	18
24	24	21	21
30	30	24	24
36	36	30	30
42	42	36	36
48	48	42	
		48	

BACKFILL REQUIRMENT TABLES

STORM DRAIN INSTALLATIONS			
PIPE TYPE	MAX. FILL HEIGHT (FT)	INITIAL BACKFILL TYPE	FOUNDATION BACKFILL TYPE
HDPE	20	STRUCTURAL	CLASS IIB2 OR BETTER
PVC	25	STRUCTURAL	CLASS IIB3 OR BETTER
PP	25	STRUCTURAL	CLASS IIB3 OR BETTER

SIDE DRAIN (DRIVEWAY) INSTALLATIONS (FILL HEIGHTS UP TO 10-FT)			
PIPE TYPE	MAX. FILL HEIGHT (FT)	INITIAL BACKFILL TYPE	FOUNDATION BACKFILL TYPE
HDPE	10	CLASS IIB2 OR BETTER	CLASS IIB2 OR BETTER
PVC	10	CLASS IIB3 OR BETTER	CLASS IIB3 OR BETTER
PP	10	CLASS IIB3 OR BETTER	CLASS IIB3 OR BETTER

SIDE DRAIN (DRIVEWAY) INSTALLATIONS (FILL HEIGHTS ABOVE 10-FT)			
PIPE TYPE	MAX. FILL HEIGHT (FT)	INITIAL BACKFILL TYPE	FOUNDATION BACKFILL TYPE
HDPE	20	STRUCTURAL	CLASS IIB2 OR BETTER
PVC	25	STRUCTURAL	CLASS IIB3 OR BETTER
PP	25	STRUCTURAL	CLASS IIB3 OR BETTER

INITIAL BACKFILL & BEDDING QUANTITIES		
NOMINAL SIZE (IN.)	INITIAL BACKFILL (FT^3/LF)	BEDDING (FT^3/LF)
12	4.22	0.83
15	5.24	0.96
18	6.36	1.08
24	8.86	1.33
30	11.72	2.38
36	14.94	2.75
42	18.51	3.13
48	22.44	3.50

NOTE: BACKFILL AND BEDDING QUANTITIES ARE BASED ON TYPICAL I.D. OF PIPES

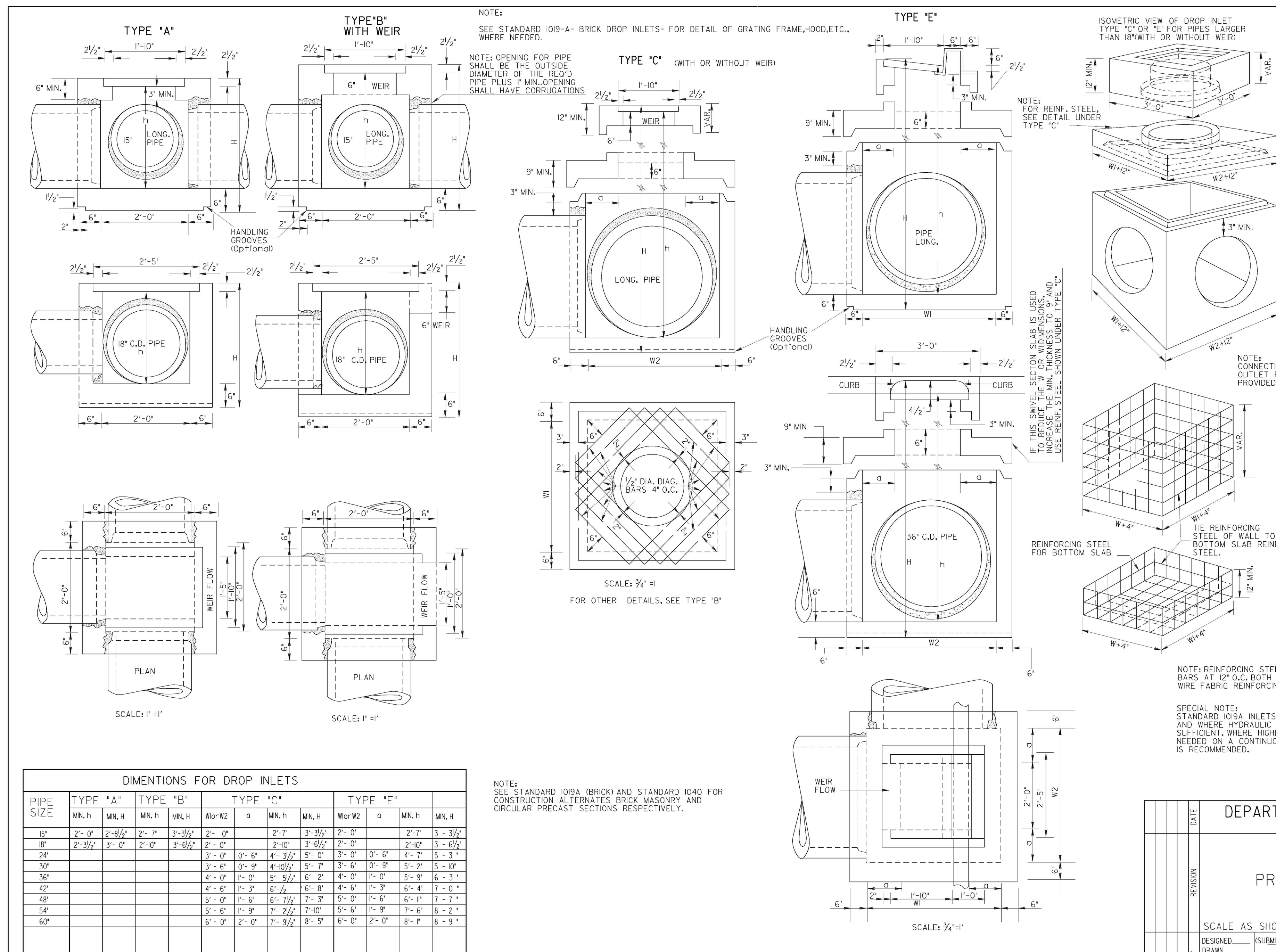
GENERAL NOTES:

1. SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION & SUPPLEMENTS THERETO.
2. THE MINIMUM COVER SHALL BE 24" FOR STORM AND SIDE DRAINS AND 12" FOR SLOPE DRAIN PIPE.
3. THE MAXIMUM HEIGHT OF FILL SHALL BE:
   - 20' FOR HIGH DENSITY PLYETHYLENE (HDPE)
   - 25' FOR POLYVINYL CHLORIDE (PVC)
   - 25' FOR POLYPROPYLENE (PP)
4. MINIMUM PIPE STIFFNESS SHALL BE IN ACCORDANCE WITH AASHTO M 294, TYPE "S" FOR HDPE PIPE, AASHTO M 304 FOR PROFILE WALL PVC PIPE, AASHTO M 330 FOR PP PIPE, AND ASTM F 949 FOR CORRUGATED SMOOTH INTERIOR PVC PIPE.
5. METAL FLARED END SECTIONS PER STD. 1120 ARE PERMITTED ONLY WHERE THE PLANS LIST PLAIN CORRUGATED STEEL PIPE AS AN ALLOWABLE ALTERNATE FOR THE CULVERT.
6. GRADED AGGREGATE MEETING SUBSECTION 815.2.01 SHALL BE USED FOR STRUCTURAL BACKFILL IN ACCORDANCE WITH BACKFILL REQUIREMENT TABLES AND WILL NOT BE PAID FOR SEPARATELY. PAYMENT WILL BE INCLUDED IN THE OVERALL PRICE BID FOR PIPE.
7. NORMAL BACKFILL MATERIAL MEETING SUBSECTION 810.2.01 MAY BE USED FOR SIDE DRAIN APPLICATIONS FOR FILL HEIGHTS UP TO 10 FT IN ACCORDANCE WITH TYPE AND CLASS LISTED IN THE BACKFILL REQUIREMENT TABLES. IF THE REQUIRED SOIL CLASS IS NOT AVAILABLE USE GRADED AGGREGATE MATERIAL MEETING SUBSECTION 815.2.01.

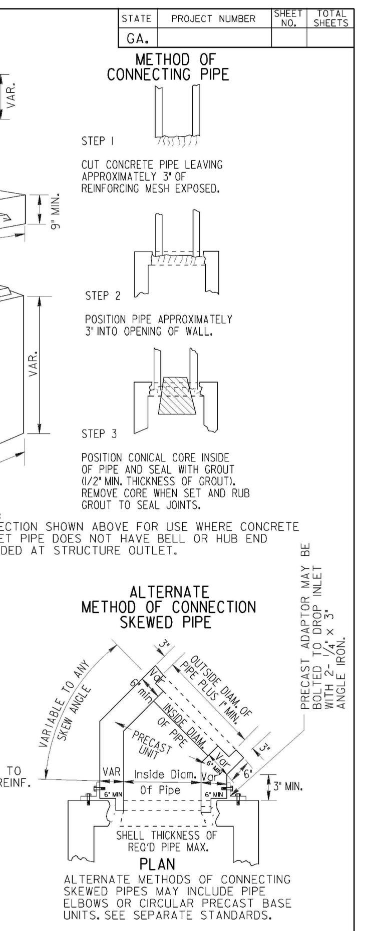
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
STANDARD
THERMOPLASTIC PIPE
NO SCALE — REVISED SEPTEMBER, 2016
NUMBER 1030P

PRECAST DROP INLETS

NOTE:
SEE STANDARD 1019-A- BRICK DROP INLETS- FOR DETAIL OF GRATING FRAME, HOOD, ETC., WHERE NEEDED.



NOTE:
CONNECTION SHOWN ABOVE FOR USE WHERE CONCRETE OUTLET PIPE DOES NOT HAVE BELL OR HUB END PROVIDED AT STRUCTURE OUTLET.



ALTERNATE METHODS OF CONNECTING SKEWED PIPES MAY INCLUDE PIPE ELBOWS OR CIRCULAR PRECAST BASE UNITS. SEE SEPARATE STANDARDS.

NOTE: REINFORCING STEEL SHALL BE No. 4 STEEL BARS AT 12" O.C. BOTH WAYS OR EQUIVALENT WIRE FABRIC REINFORCING.

SPECIAL NOTE:
STANDARD 1019A INLETS ARE FOR USE AT LOW POINTS AND WHERE HYDRAULIC LOW CAPACITY GRATES ARE SUFFICIENT. WHERE HIGHER CAPACITY GRATES ARE NEEDED ON A CONTINUOUS GRADE, STANDARD 1019B IS RECOMMENDED.

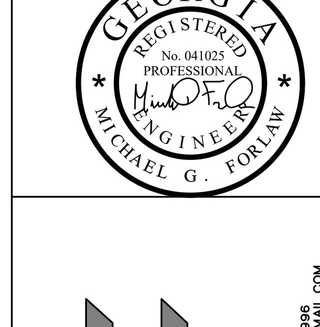
DIMENTIONS FOR DROP INLETS

PIPE SIZE	TYPE "A" MIN. h	TYPE "A" MIN. H	TYPE "B" MIN. h	TYPE "B" MIN. H	TYPE "C" W1 or W2	TYPE "C" a	TYPE "C" MIN. h	TYPE "C" MIN. H	TYPE "E" W1 or W2	TYPE "E" a	TYPE "E" MIN. h	TYPE "E" MIN. H
15"	2'- 0"	2'-8 1/2"	2'- 7"	3'-3 1/2"	2'- 0"		2'-7"	3'-3 1/2"	2'- 0"		2'-7"	3 - 3 1/2"
18"	2'-3 1/2"	3'- 0"	2'-10"	3'-6 1/2"	2'- 0"		2'-10"	3'-6 1/2"	2'- 0"		2'-10"	3 - 6 1/2"
24"					3'- 0"	0'- 6"	4'- 3 1/2"	5'- 0"	3'- 0"	0'- 6"	4'- 7"	5 - 3 "
30"					3'- 6"	0'- 9"	4'-10 1/2"	5'- 7"	3'- 6"	0'- 9"	5'- 2"	5 - 10"
36"					4'- 0"	1'- 0"	5'- 5 1/2"	6'- 2"	4'- 0"	1'- 0"	5'- 9"	6 - 3 "
42"					4'- 6"	1'- 3"	6'-1/2	6'- 8"	4'- 6"	1'- 3"	6'- 4"	7 - 0 "
48"					5'- 0"	1'- 6"	6'- 7 1/2"	7'- 3"	5'- 0"	1'- 6"	6'- 11"	7 - 7 "
54"					5'- 6"	1'- 9"	7'- 2 1/2"	7'-10"	5'- 6"	1'- 9"	7'- 6"	8 - 2 "
60"					6'- 0"	2'- 0"	7'- 9 1/2"	8'- 5"	6'- 0"	2'- 0"	8'- 1"	8 - 9 "

NOTE:
SEE STANDARD 1019A (BRICK) AND STANDARD 1040 FOR CONSTRUCTION ALTERNATES BRICK MASONRY AND CIRCULAR PRECAST SECTIONS RESPECTIVELY.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
STANDARD
PRECAST DROP INLETS
SCALE AS SHOWN — AUG. 1999
NUMBER 1019A PRECAST

REV.	DATE	DESCRIPTION



THE SOUTHEAST CIVIL GROUP
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PHONE: 678-909-6996
EMAIL: DESK.SECGROUP@GMAIL.COM

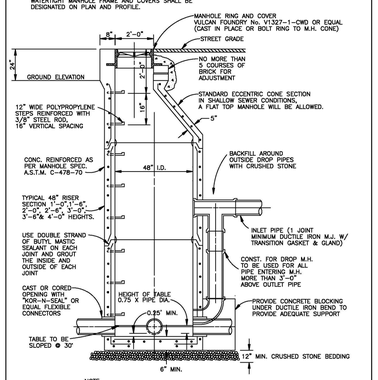
JOB #: 210411
SCALE: N.T.S.
DATE:
DESIGN BY:

STORM DRAINAGE DETAILS

SHEET: CD-2.0

NOTE:

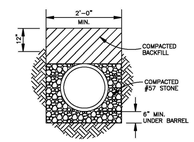
MANHOLES TO BE FLUSH WITH PAVEMENT IN PAVED AREAS. MANHOLES ON OUTFALL LINES ARE TO BE 24" ABOVE GROUND. WATERTIGHT MANHOLE FRAME AND COVERS SHALL BE DESIGNATED ON PLAN AND PROFILE.



NOTE:

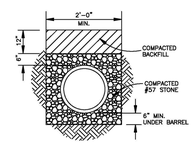
PROVIDE MINIMUM 0.25' DROP THROUGH MANHOLE.

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	PRECAST CONCRETE MANHOLE CONSTRUCTION STANDARD	DATE: JAN. 2018 APPROVED:	STANDARD NO. 4.6.01



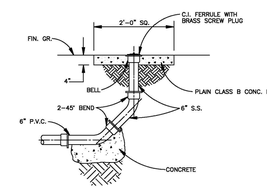
STANDARD D.I.P. PIPE BEDDING DETAIL

FULL RUNS (MH TO MH) ONLY



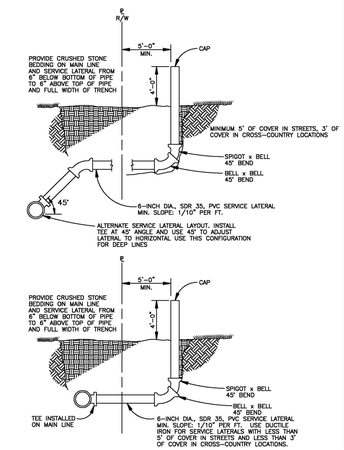
STANDARD P.V.C. PIPE BEDDING DETAIL

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	STANDARD PIPE BEDDING DETAIL CONSTRUCTION STANDARD	DATE: JAN. 2018 APPROVED:	STANDARD NO. 4.6.02

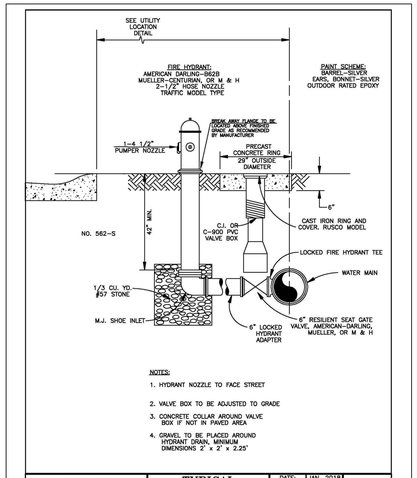


CLEANOUT DETAIL

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	CLEANOUT DETAIL (COMMERCIAL OR PAVED AREAS) CONSTRUCTION STANDARD	DATE: JAN. 2018 APPROVED:	STANDARD NO. 4.6.05



CITY OF VILLA RICA WATER & SEWER DEPARTMENT	SEWER SERVICE LATERAL STANDARD DETAIL	DATE: JAN. 2018 APPROVED:	STANDARD NO. 4.6.06



NOTES:

1. HYDRANT NOZZLE TO FACE STREET
2. VALVE BOX TO BE ADJUSTED TO GRADE
3. CONCRETE COLLAR AROUND VALVE BOX IF NOT IN PAVED AREA
4. GRAVEL TO BE PLACED AROUND HYDRANT DRAIN, MINIMUM DIMENSIONS 2' x 2' x 2.25'

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	TYPICAL FIRE HYDRANT INSTALLATION CONSTRUCTION STANDARD	DATE: JAN. 2018 APPROVED:	STANDARD NO. 5.8.01

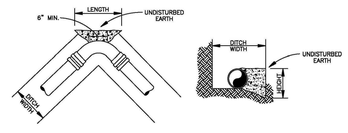


TABLE FOR CONCRETE BLOCKING
(16" PIPE, 200 PSI TEST PRESSURE)

FITTING	MINIMUM BEARING AREA LENGTH x HEIGHT
11 1/4° BEND	2' x 2'
22 1/2° BEND	3' x 3'
45° BEND	4' x 4'
90° BEND	4' x 4'
TEE	4' x 4'
DEAD END	4' x 4'

FOR SMALLER PIPE, THE ABOVE BLOCKING BEARING AREA CAN BE MULTIPLIED BY REDUCTION FACTORS SHOWN BELOW; HOWEVER, THE LEAST DIMENSION IS TO BE NOT LESS THAN 1 FOOT.

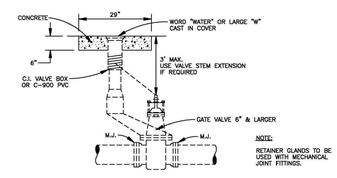
PIPE SIZE	REDUCTION FACTOR
12"	0.58
10"	0.41
8"	0.27
6"	0.16

NOTE:

SOIL BEARING STRENGTH OF 2500 PSI IS ASSUMED IN THE CALCULATIONS ABOVE.

CONCRETE BLOCKING

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	CONCRETE BLOCKING DETAIL CONSTRUCTION STANDARD	DATE: JAN. 2018 APPROVED:	STANDARD NO. 5.8.04



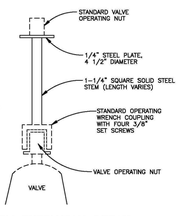
NOTE:

RETAINER GLANDS TO BE USED WITH MECHANICAL JOINT FITTINGS.

TYPICAL VALVE INSTALLATION

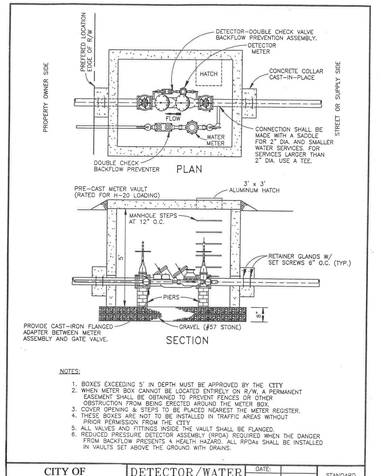
NOTES:

1. TOP OF EXTENSION SHALL BE NO MORE THAN TWO FEET BELOW FINAL GRADE.
2. CONTRACTOR IS RESPONSIBLE FOR IN FIELD MEASUREMENT OF DEPTH OF PIPE COVER TO DETERMINE NEED FOR VALVE STEM EXTENSION.



VALVE STEM EXTENSION DETAIL

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	TYPICAL VALVE INSTALLATION CONSTRUCTION STANDARD	DATE: JAN. 2018 APPROVED:	STANDARD NO. 5.8.05



NOTES:

1. BOXES EXCEEDING 5' IN DEPTH MUST BE APPROVED BY THE CITY.
2. WHEN METER BOX CANNOT BE LOCATED ENTIRELY ON R/W, A PERMANENT EASEMENT SHALL BE OBTAINED TO PREVENT FENCES OR OTHER OBSTRUCTION FROM BEING ERECTED AROUND THE METER BOX.
3. LADDER RUNGS & STEPS TO BE PLACED NEAREST THE METER REGISTER.
4. THREE SPIGOT x BELL 45° BENDS TO BE INSTALLED IN TRAFFIC AREAS WITHOUT PRIOR PERMISSION FROM THE CITY.
5. ALL VALVES AND FITTINGS INSIDE THE VAULT SHALL BE FLANGED.
6. REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA) REQUIRED WHEN THE DANGER FROM BACKFLOW PRESENTS A HEALTH HAZARD. ALL RPDAs SHALL BE INSTALLED IN VAULTS SET ABOVE THE GROUND WITH DRAINS.

CITY OF VILLA RICA, GEORGIA	DETECTOR/WATER METERS AND VAULT CONSTRUCTION STANDARD	DATE: APPROVED:	STANDARD NO. 5.8.14

REV.	DATE	DESCRIPTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 041021 MICHAEL G. FORLAW

THE SOUTHEAST CIVIL GROUP
ENGINEERING • CONSULTING
8663 BAXTER PLACE, SUITE 200
DOUGLASVILLE, GEORGIA 30134
PHONE: 678-355-8206
EMAIL: DCSG.SECG@GMAIL.COM

JOB #: 210411

SCALE: N.T.S.

DATE:

DESIGN BY:

UTILITY DETAILS

SHEET:

CD-3.0

East-West Express Incorporated
PO Box 755
Villa Rica, GA 30180

08JUN21

From: Richard Cangemi, President and Chief Executive Officer, East-West Express Inc.
To: Planning and Zoning, Villa Rica City.

Subj: EAST-WEST EXPRESS INCORPORATED SPECIAL EXCEPTION
CHAPTER VII, SEC. 7.02. #5 PAVING AND DRAINAGE

a. The proposed use is to establish a gravel tractor trailer parking lot.

b. There will be no detrimental effects on any surrounding properties or towards the intent of the Code. This is due to the tractor trailer parking lot being located towards the rear of the property and away from view.

c. The change is consistent with the intent of the Code due to the entryway and view from the road being paved.

d. The areas that will most likely to be affected by such change would be none. The tractor trailer parking is surrounded by company property. The neighboring properties will have paved surfaces adjacent to.

e. The amendment is necessary for the growth and well-being of the company. This is due to the large area it takes to park tractor trailers and the number of company equipment required for operations.

f. If there are any questions or concerns please contact my assistant, Joseph Cangemi, at 404-370-2409 or via email at Joseph.Cangemi@east-westexpress.com.

Richard Cangemi

Addresses	Plot #	Parcel #	Buisness Name	Owner
	0031	01450250031		RJV CORPORATION
	0030	01450250030		TIPPENS, GLORIA ANNETTE
435 E Montgomery St	435	01450250016		DEFOOR, LORRAINE E.
500 E Montgomery St	500	01450250019		117 WILSON ST, LLC
520 E Montgomery St	520	01450250044	Villa Rica Lock Storage	VILLA RICA STORAGE, LLC
	0045	01450250045		TIPPENS, GLORIA ANNETTE
525 E MONTGOMERY ST	525	01450250048		560 MONTGOMERY, LLC
535 E Montgomery St	535	01450250049	West Georgia Spay Neuter Cinic	CGP CAPITAL PARTNERS, LLC
545 E Montogomery St	545	01450250050		COMBINED CONSTRUCTION SERVICES, INC.
15071 VETERANS MEMORIAL HWY	15071	01450250054		NEAL HOLDINGS, LLC
10135 US-78	15041	01450250027	Shell	LASER SOUND, INC.
15021 Vetrans Memorial Hwy	15021	01450250013		THOMPSON, MARY C.

FILED

2015 DEC 14 PM 4: 32

DOUGLAS COUNTY, GA
TAMMY M. HOWARD, CLE

Prepared by and return to:
Christopher J. Teasley, PC
410 Tanner Street
Carrollton, GA 30117
770 836-3703

Doc ID: 010155010002 Type: ESTD
Recorded: 12/14/2015 at 04:32:00 PM
Fee Amt: $320.80 Page 1 of 2
Transfer Tax: $308.80
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK 3346 PG 846-847

EXECUTOR'S DEED

State of Georgia
County of Douglas

THIS INDENTURE, Made this 7th day of December, in the year of our Lord Two Thousand and Fifteen (2015) between

JANICE A. MCMONIGLE as Executor of the Last Will and Testament of JAMES EDWARD ALVERSON, a/k/a J.E. ALVERSON, a/k/a J. ED ALVERSON, late

of the State of Georgia, County of Carroll, of the First Part, (hereinafter called "Grantor") and

RICHARD S. CANGEMI,

of the State of Georgia, and County of Carroll, 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 the said Grantor acting under and by virtue of the power and authority contained in the said will, the same having been duly probated and recorded in the Probate Court of Carroll County, Georgia, Estate No. 2010-PS-5295 for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable consideration in hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following:

ALL THAT TRACT or parcel of land lying and being in Land Lot 145, 2nd District, 5th Section Douglas County, Georgia and being 33.35 Acres more particularly described entitled Survey for Richard and Rhonda Cangemi recorded in Plat Book 39, Page 199, Douglas County, Georgia records which plat is incorporated herein and made a part hereof by reference.

2

BK3346PG0847

Captioned property is subject to all matters shown on above-referenced plat. Captioned property is subject to all easements and restrictions of record affecting said property.

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 property use, benefit and behoof of the said Grantee, in FEE SIMPLE.

IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, each grantor herein has hereunto set hand and seal, the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness

(SEAL)
JANICE A. MCMONIGLE, as Executor of the Last Will and Testament of James Edward Alverson, a/k/a J.E. Alverson, a/k/a J.Ed Alverson

Notary Public
BROOKE ROWELL
NOTARY PUBLIC
CARROLL COUNTY
GEORGIA
MY COMM. EXP 2-27-2017

SCANNED

DEC 29 2015

Tammy M. Howard
Clerk Superior Court
Douglas County, GA

PLAT BK 39 PG 199

FILED

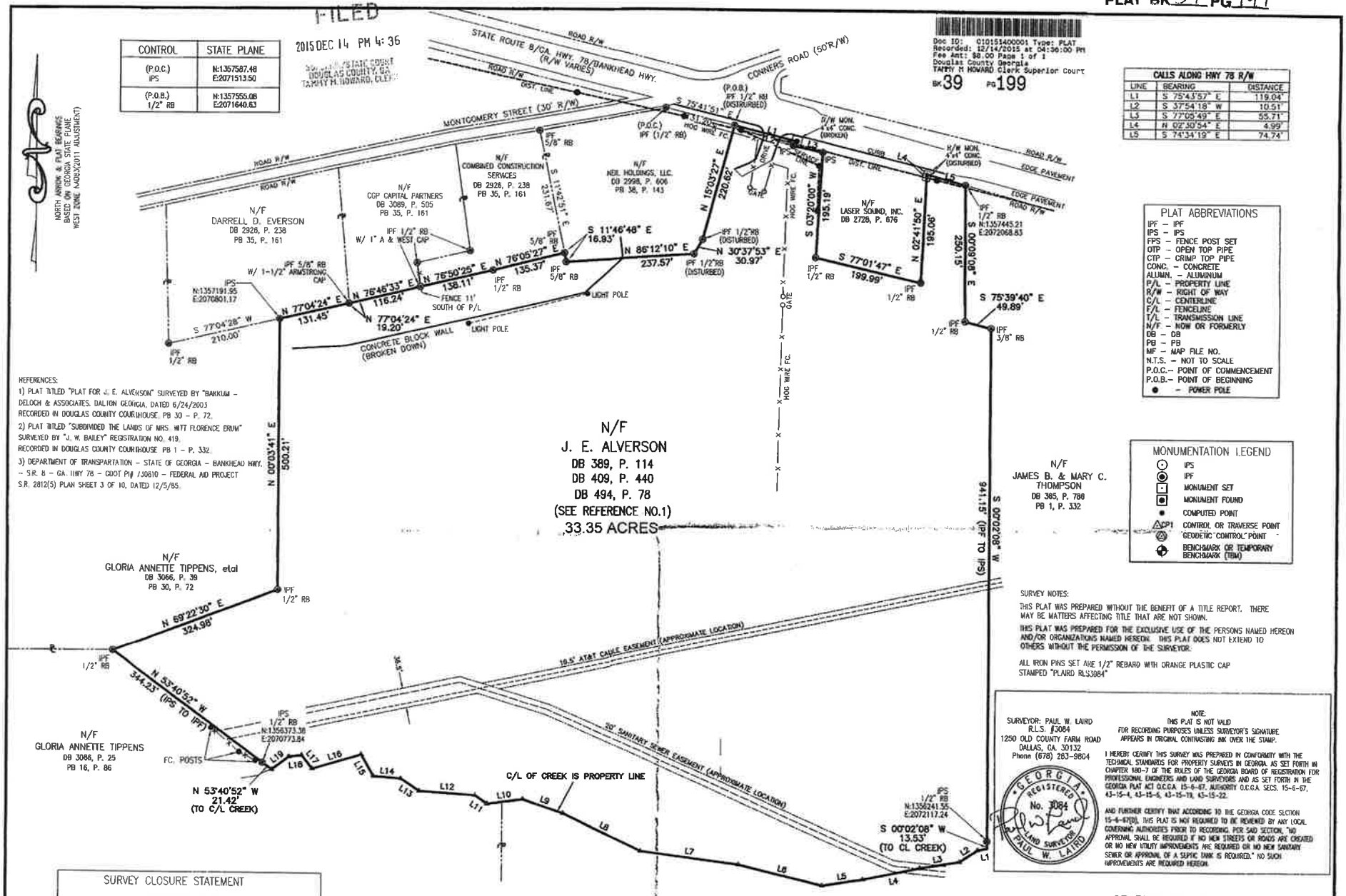
2015 DEC 14 PM 4:36

SUPERIOR COURT
DOUGLAS COUNTY, GA
TAMMY H. HOWARD, CLERK

Doc ID: 010151400001 Type: PLAT
Recorded: 12/14/2015 at 04:36:00 PM
Fee Amt: $8.00 Page 1 of 1
Douglas County Georgia
TAMMY H HOWARD Clerk Superior Court
BK 39 PG 199

CONTROL	STATE PLANE
(P.O.C.) IPS	N:1357587.48 E:2071513.50
(P.O.B.) 1/2" RB	N:1357555.08 E:2071640.63

NORTH ARROW & PLAT BEARINGS BASED ON GEORGIA STATE PLANE WEST ZONE NAD83(2011 ADJUSTMENT)



CALLS ALONG HWY 78 R/W		
LINE	BEARING	DISTANCE
L1	S 75°43'57" E	119.04'
L2	S 37°54'18" W	10.51'
L3	S 77°05'49" E	55.71'
L4	N 02°30'54" E	4.99'
L5	S 74°34'19" E	74.74'

PLAT ABBREVIATIONS

IPF – IPF
IPS – IPS
FPS – FENCE POST SET
OTP – OPEN TOP PIPE
CTP – CRIMP TOP PIPE
CONC. – CONCRETE
ALUMN. – ALUMINUM
P/L – PROPERTY LINE
R/W – RIGHT OF WAY
C/L – CENTERLINE
F/L – FENCELINE
T/L – TRANSMISSION LINE
N/F – NOW OR FORMERLY
DB – DB
PB – PB
MF – MAP FILE NO.
N.T.S. – NOT TO SCALE
P.O.C.– POINT OF COMMENCEMENT
P.O.B.– POINT OF BEGINNING
● – POWER POLE

MONUMENTATION LEGEND

IPS
IPF
MONUMENT SET
MONUMENT FOUND
COMPUTED POINT
CP1 CONTROL OR TRAVERSE POINT
"GEODETIC CONTROL" POINT
BENCHMARK OR TEMPORARY BENCHMARK (TBM)

REFERENCES:
1) PLAT TITLED "PLAT FOR J. E. ALVERSON" SURVEYED BY "BAKKUM – DELOCH & ASSOCIATES, DALTON GEORGIA, DATED 6/24/2003 RECORDED IN DOUGLAS COUNTY COURTHOUSE, PB 30 – P. 72.
2) PLAT TITLED "SUBDIVIDED THE LANDS OF MRS. WITT FLORENCE BRUM" SURVEYED BY "J. W. BAILEY" REGISTRATION NO. 419, RECORDED IN DOUGLAS COUNTY COURTHOUSE PB 1 – P. 332.
3) DEPARTMENT OF TRANSPARTATION – STATE OF GEORGIA – BANKHEAD HWY. – S.R. 8 – GA. HWY 78 – GDOT PI# 7.0810 – FEDERAL AID PROJECT S.R. 2812(5) PLAN SHEET 3 OF 10, DATED 12/5/85.

SURVEY NOTES:

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE MATTERS AFFECTING TITLE THAT ARE NOT SHOWN.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS NAMED HEREON AND/OR ORGANIZATIONS NAMED HEREON. THIS PLAT DOES NOT EXTEND TO OTHERS WITHOUT THE PERMISSION OF THE SURVEYOR.

ALL IRON PINS SET ARE 1/2" REBARD WITH ORANGE PLASTIC CAP STAMPED "PLAIRD RLS3084"

SURVEYOR: PAUL W. LAIRD
R.L.S. #3084
1250 OLD COUNTY FARM ROAD
DALLAS, GA. 30132
Phone (678) 283-9804

NOTE:
THIS PLAT IS NOT VALID FOR RECORDING PURPOSES UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL CONTRASTING INK OVER THE STAMP.

I HEREBY CERTIFY THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

AND FURTHER CERTIFY THAT ACCORDING TO THE GEORGIA CODE SECTION 15-6-67(b), THIS PLAT IS NOT REQUIRED TO BE REVIEWED BY ANY LOCAL GOVERNING AUTHORITIES PRIOR TO RECORDING. PER SAID SECTION, "NO APPROVAL SHALL BE REQUIRED IF NO NEW STREETS OR ROADS ARE CREATED OR NO NEW UTILITY IMPROVEMENTS ARE REQUIRED OR NO NEW SANITARY SEWER OR APPROVAL OF A SEPTIC TANK IS REQUIRED." NO SUCH IMPROVEMENTS ARE REQUIRED HEREON.

GEORGIA REGISTERED No. 3084 LAND SURVEYOR PAUL W. LAIRD

SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 34,680 FEET, AND AN ANGULAR ERROR OF 8.7" PER ANGLE POINT, AND WAS ADJUSTED USING BALANCE ANGLES & COMPASS ADJUST RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 381,042 FEET.

LINEAR MEASUREMENT OBTAINED USING LEICA TS06 PLUS
ANGULAR MEASUREMENT OBTAINED USING LEICA TS06 PLUS
FIELD WORK COMPLETED 10/29/2015

CREEK C/L LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 80°14'43" W	17.47'	L10	S 82°30'15" W	66.75'
L2	S 56°31'59" W	39.93'	L11	N 56°08'49" W	26.93'
L3	S 80°51'26" W	74.41'	L12	N 86°06'37" W	103.58'
L4	S 78°19'42" W	107.30'	L13	N 56°46'35" W	40.85'
L5	S 81°17'55" W	76.49'	L14	N 85°44'19" W	51.05'
L6	N 76°39'34" W	159.36'	L15	N 29°34'13" W	45.86'
L7	N 82°51'00" W	184.47'	L16	S 73°28'05" W	94.70'
L8	N 64°48'53" W	159.30'	L17	N 38°08'13" W	31.18'
L9	N 71°25'09" W	78.14'	L18	S 83°47'09" W	23.85'
			L19	S 52°53'19" W	39.86'

GRAPHIC SCALE
120 0 60 120 240 480
(In Feet)
1 inch = 120 feet

SURVEY FOR RICHARD AND RHONDA CANGEMI

LAND LOT 145 – 2ND LAND DISTRICT – 5TH LAND SECTION
CITY OF VILLA RICA – DOUGLAS COUNTY, GEORGIA

DATE	SCALE	DR.	Checked
11/19/2015	1" = 120'	HBJ/PWL	PWL

Planning & Zoning
Community Development Department

Villa Rica City Hall
571 W. Bankhead Hwy
Villa Rica, GA 30180
T: 678.840.1238
F: 770.459.7003
www.villarica.org

June 17, 2021

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

Re: Planning Report
Joseph Cangemi
VA-07-21
Highway 78
Land Lot 145, District 25
Parcel # 01450250015, 01450250037, 01450250014
Acreage: 33.36
Ward: 1
Planning Board Member: Willie Marchman
City Council Member: Shirley Marchman
City of Villa Rica, Douglas County, Georgia

Dear Mrs. Doyal:

Joseph Cangemi (the Applicant) seeks a variance from the city requirement to provide a hard, dust-free surface for all parking areas in favor of a gravel parking lot. The property fronts onto State Highway 78. 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 June 8th, 2021;

2. Chart of surrounding property owners and addresses, undated, by an unknown preparer.

3. Executor's deed, dated December 14th, 2015, signed by Janice A. McMonigle;

4. Grading, Stormwater & Utility Package site plans, pages "C-1.0 to C-3.0", "CD-2.0" and "CD-3.0" dated May 21st, 2021, prepared by Michael G. Forlaw of The Southeast Civil Group Inc.;

5. "East-West Express Incorporated Special Exception" Applicant Statement, dated June 8th, 2021, prepared by Richard Cangemi;

6. East-West Express Reasonings for Variance Request; dated June 9th, 2021, prepared by Richard Cangemi.

A. Existing Conditions

The subject properties are located south of State Highway 78/Veterans Memorial Highway in Douglas County. The parcels have approximately 340' of frontage along Highway 78 and consists of 33.36 acres collectively. The property has been partially cleared in the front and middle sections of the lots, and the sides and rear are wooded. The properties have a stream that runs east-west parallel to I-20 on the southern property line. The parcel is currently zoned Industrial Medium-Density (C-1 Commercial Low-Density) and features mostly undeveloped land. East-West Express is currently constructing a new warehousing facility on the property. The parcel does not border any city boundary/unincorporated areas. The parcel is directly adjacent to the C1 Zone on all sides.

The parcel borders the following parcels (the current use on each is included in bold):

- 15041 Veterans Memorial Highway – Northern border along Veterans Memorial Highway – 0.9 acres; **Laser Sound, Inc., Shell Service Station.**
- 15021 Veterans Memorial Highway – Eastern border along Veterans Memorial Highway– 9.4 acres; **Mary C. Thompson, single-family home.**
- Parcel #: 01450250031 (Liberty Road) – Southern border along Liberty Road and I-20 – 7.9 acres; **RJV Corporation, vacant land.**
- 15071 Veterans Memorial Highway – Northern border along Veterans Memorial Highway – 1.82 acres; **Neal Holdings, LLC, office building.**
- 545 E. Montgomery Street – Northern border along E. Montgomery Street – 1 acre; **Combined Construction Services, Inc., office building.**
- 535 E. Montgomery Street – Northern border along E. Montgomery Street – 1.24 acres; **CGP Capital Partners, LLC, West Georgia Spray and Neuter Clinic (multi-suite office building).**
- 525 E. Montgomery Street – Northern border along E. Montgomery Street – 1.87 acres; **560 Montgomery, LLC, vacant warehouse.**
- Parcel #: 01450250045 (E. Montgomery Street) – Western border along E. Montgomery Street – 5.04 acres; **Gloria Annette Tippens, Etal, vacant parcel.**
- Parcel #: 01450250030 (landlocked) – Southern border along I-20 – 12.02 acres; **Gloria Annette Tippens, vacant parcel.**
- Parcel #: 01450250025 (E. Montgomery Street & Conners Road) – Northern border across Veterans Memorial Highway – 0.89 acres; **Alan A. Behar, Etal, vacant parcel.**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C1)	Urban Village
East	Commercial Low-Density (C1)	Urban Village
South	Commercial Low-Density (C1)	Urban Village
West	Commercial Low-Density (C1)	Urban Village

Figure 1: Douglas County GIS image of the site, with the property boundaries approximated in red.

B. Site History

The parcels are vacant and has been vacant throughout their existence. A cross country utility improvement project that commenced prior to 2006 utilized the site for a staging ground which entailed graveling a portion of the lots for trucks and other equipment. East-West Express utilized the site within the past 1-2 years to park tractor trailers in order to relieve parking for the company at other locations within Villa Rica. The company submitted plans that were approved to construct a new office and maintenance shop along with truck parking in 2020. In 2021, the company was issued a Stop Work Order as the plans that were submitted were different than what was being constructed. The new plans, prepared by The Southeast Civil Group, are revised to show the current plans for the site and what is under construction currently.

The Unified Development Code (UDC) zoned the property as General Commercial (GC). The property was rezoned from GC to Commercial Low-Density (C1) 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 pave the entirety of the truck parking area in lieu of gravel for 12 acres of the parking lot area as shown in the supplied site plans. The applicant is already constructing an office and maintenance building on the site in order to consolidate two tractor-trailer parking lots and administration buildings. According to the applicant's statement, this new facility will allow for the hiring of 100 more employees by mid-2022 and the new facility and parking is essential for the success of this plan. In addition, the

applicant has indicated that an asphalt parking lot would need constant maintenance under the stress of tractor trailers that weigh 80,000 pounds, which will cause a hardship for the company. The company currently employs 300 people and has been in Villa Rica for over 30 years. and proposes a concrete truck court to surround the building. Beyond the truck court, the applicant is proposing for the majority of the parking area to be gravel.

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:

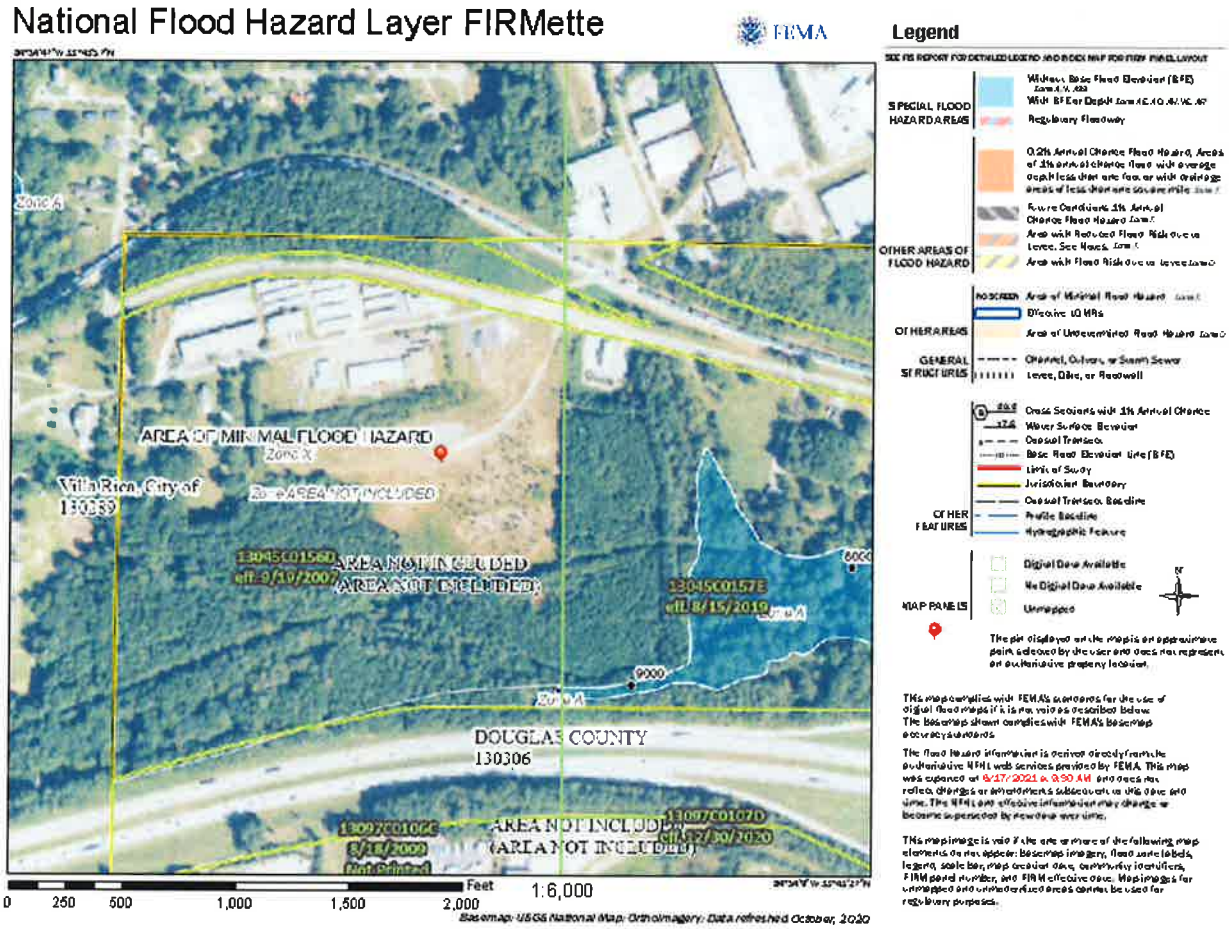


Figure 2: FEMA Flood Map

D. Variances

The developer has requested variance relief from Section 7.02(5) of the Villa Rica Zoning Ordinance as outlined below. The applicant has cited that the ongoing maintenance of an asphalt surface lot under stress of loaded tractor trailers would be detrimental and a hardship for the company as the primary purposes of their request as outlined in Section C.

The Applicant has requested variance relief for the following:

1. Section 7.02(5) – PAVING AND DRAINAGE. All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestone, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.

   The applicant proposes to install a gravel parking lot on 12 acres of the site in lieu of a hard, dust-free surface. A concrete loading area surrounding the proposed primary structure is also proposed, but will be a small portion of the lot and will not be the primary area of parking for tractor trailers.

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 ability to maintain an asphalt lot with the type of truck activity and weight of the trucks proposed for usage on the site. Staff could not identify any benefits from an approval of the requested variance. The installation of a gravel parking lot will compress the gravel under load through time and may create unfavorable conditions for stormwater on the lot.

The Comprehensive Plan states the following regarding the Urban Village areas:

> "Urban Village areas are characterized by moderate density residential development and neighborhoods. Urban Villages feature traditional neighborhood development with a focal point represented by neighborhood commercial development. This non-residential development is typically clustered around a prominent intersection in the neighborhood and can include neighborhood commercial services and retail options. Areas suitable for Urban Village development surround the downtown area and are an extension of compact, gridded development pattern of downtown. Typically, Community Crossroads are present, which provide an area suitable for small-scale commercial development (detached or attached structures) that serves the surrounding neighborhood, creating a "Village" character."

The proposed development is not reflective of the existing development pattern in the area. Parking lots are not specifically addressed by the Comprehensive Plan, and the uses that are recommended in the Urban Village Character Area do not mention industrial development. Therefore, because of the lack of support for the use in the Comprehensive Plan along with the potential for stormwater and surface pooling on the lot, it can be concluded that the Comprehensive Plan will be negatively impacted by the variances. Staff advises that the detriments of the variances would substantially outweigh any benefit.

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. While the applicant has specified that the requirement would cause a financial/maintenance burden, which is self-imposed and appears to be an economic consideration.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variances: DENIAL

Reasons:

- The detriments of approval outweigh any benefits.
- The potential for stormwater issues and compacting of the gravel as time progresses is substantial given the size of the lot and weight of the tractor trailers.
- The variance request is economic in nature and self-imposed.

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 June 18th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

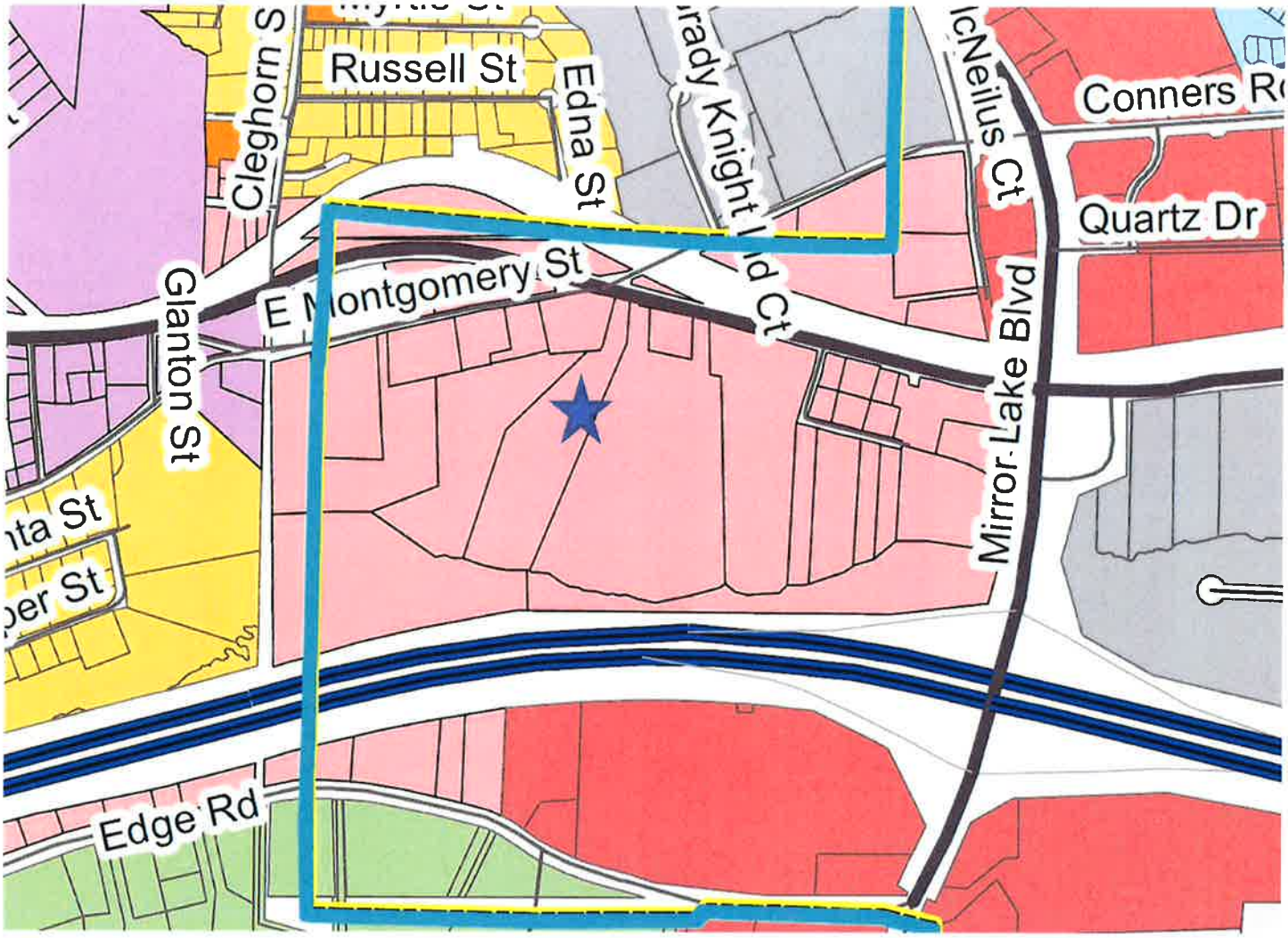
Public Response:
In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

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

Villa Rica Zoning Map:



Villa Rica Future Land Use Map:

CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-04-21/VA-06-21 – Parcel #: V04 0130001 -950 Dallas Road

CITY COUNCIL AGENDA DATE: July 13, 2021

DATE: June 22, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: SW North Villa Rica, LLC of Atlanta, GA has requested a rezoning of a 2.71-acre vacant parcel from Single-Family Agricultural (AG) to Commercial Low-Density (C1). The applicant is also requesting three (3) nonresidential design standard variances.

BACKGROUND: The applicant proposes to construct a 10,640 sq. ft. Dollar General retail store on the parcel. The store will be a new concept with grocery items and home furnishings. The lot currently features a single-family home and a partially collapsed barn structure.

STAFF RECOMMENDATION: Staff recommends **approval with conditions** for the rezoning and **denial** of the variances:

Reasons:

Rezoning:

- The change from AG to C1 is supported by the Comprehensive Plan. The C1 Zone is listed as an appropriate zoning category listed in the Comprehensive Plan for the Medical activity Center Character Area.
- The use is the highest and best use for the land compared to a single-family home.

Conditions:

1. Provide a landscaped buffer and sufficient screening from the adjacent residentially zoned areas as indicated by staff and the Villa Rica Zoning Ordinance.

Variances:

- **9.04(6)(b)** – Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet.
    - The variance is self-imposed and is a direct result of floorplan requirements within Dollar General stores. No community benefit could be found. The variance is self-imposed and is not unique to the land, topography or any specific hardships out of the applicant's control.

- **<u>9.04(6)(c)</u>** – Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) precent of the total ground level façade.
    - The variance is self-imposed and is a direct result of floorplan requirements within Dollar General stores. No community benefit could be found. The variance is self-imposed and is not unique to the land, topography or any specific hardships out of the applicant's control.

- **<u>9.04(f)</u>** – The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.
    - i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:
        1. The first twenty (20) feet of said façade meets the above requirements, and
        2. The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.
    - The variance request is entirely self-imposed and is a direct result of floorplan requirements within Dollar General stores. No community benefit could be found. The variance is self-imposed and is not unique to the land, topography or any specific hardships out of the applicant's control.

<u>PLANNING COMMISSION:</u> APPROVAL (4-0)

<u>MOTIONS:</u>

REZONING:
I move to approve the rezoning of 950 Dallas Road, inclusive of the aforementioned conditions, from AG to C1.

VARIANCES:
- **<u>9.04(6)(b)</u>** – I move to deny the variance request from Section 9.04(6)(b) exempt the applicant from providing projections and recesses for the sides and rear of the building.

- **<u>9.04(6)(c)</u>** – I move to deny the variance to exempt the applicant from providing a transparent storefront that accounts for 75% of the total façade length.

- **<u>9.04(f)</u>** – I move to deny the variance to exempt the applicant from providing blank windowless walls adjacent to residential districts.

Development Standards Variance: 950 Dallas Road, Villa Rica, GA

1. 9.04(6)(c) – Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) precent of the total ground level façade. Applicant is requesting that the storefront does not have to be transparent for 75% of the total façade length. Dollar General's wall shelving would back up to the required windows thus the back of shelves would be all you would see from the exterior. Proposing instead bricked in "false windows" with shutters as per the rendering to simulate the look of real windows as this would be much more appealing to look at than the back of store shelves. There is also the fact that having store shelves with merchandise backed up to a window creates a security issue whereby criminals could quickly break the window and steal merchandise versus having a brick wall to deal with.
2. 9.04(6)(b) – Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet. The right side and rear of the building do not have projections or recesses as they face undeveloped, AG zoned, raw land and a single family home thus the additional fenestration would be unnecessary as the public will not see these sides of the building.
3. 9.04(f) – The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.

   i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:

   1) The first twenty (20) feet of said façade meets the above requirements, and
   2) The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.

   Applicant is requesting that the storefront does not have to be transparent for the first 20' of the side facing Herrell Road as Dollar General's wall shelving would back up to the required windows. Thus, the back of shelves would be all you would see from the exterior. Proposing instead bricked in "false windows" with shutters as per the rendering to simulate the look of real windows as this would be much more appealing to look at than the back of store shelves. There is also the fact that having store shelves with merchandise backed up to a window creates a security issue whereby criminals could quickly break the window and steal merchandise versus having a brick wall to deal with.

Planning & Zoning
Community Development Department

Villa Rica City Hall
571 W. Bankhead Hwy
Villa Rica, GA 30180
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May 24, 2021

Kirsten Pilgrim, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
SW North Villa Rica, LLC
RA-04-21/VA-06-21
950 Dallas Road
Land Lot 193, District 6th
Parcel # V04 0130001
Acreage: 2.71
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Pilgrim:

SW North Villa Rica (the Applicant) seeks a rezoning of a 2.71-acre vacant parcel from Single-Family Agricultural (AG) to Commercial Low-Density (C1) in order to construct a 10,640 sq. ft. Dollar General retail store. The applicant has also requested three variances from Section 9.04 *Non-Residential Design Standards* for deficiencies in offsets and projections, storefront transparency requirements and four-sided architecture requirements (outlined in Section D).

The following documents, which were submitted in support of the Application, have been reviewed:

1. Application for Zoning Map Amendment, dated March 18th, 2021;

2. Notarized Affidavit/Authorization by Property Owner, dated March 26th, 2021;

3. Applicant Summary Description of Project, prepared by Jason Fritz, dated March 24, 2021;

4. Purchase and Sale Agreement, dated February 2, 2021, signed by Brian J. Sullivan, Member of Sullivan Properties Group, LLC;

5. Construction Plan of SR 61 Traffic Circle, prepared by GDOT Office of Traffic Operations District Six, undated;

6. Elevation Drawings (Sheet A3-only), prepared by Robert E. Walker, IV, Architect, dated April 23, 2021;

7. Preliminary Site Plan (satellite and non-satellite), prepared by Eric Huffine of Gaskins, dated February 24th, 2021;

8. Photos of proposed store coolers and merchandise, undated, unknown preparer;

9. Constitutional Objections to Rezoning, undated, unknown preparer;

10. Special Exception/Variance Application, dated May 11th, 2021.

A. Existing Conditions

The subject property is located on the northeast corner of Dallas Road (SR 61) and Herrell Road at the intersection of Dallas Road and Punkintown Road. A house and barn-like structure are the only buildings located on the property. The lot is relatively flat in nature and does not have any streams or natural water features. The parcel is currently zoned Single-Family Agricultural (AG) and is located in an area of mixed uses, including medical uses and single-family detached residential uses. The parcel does not border a city boundary/unincorporated area.

The property has approximately 277.10' of frontage along both Dallas Road and approximately 420.78' of frontage along Herrell Road. The parcel is directly adjacent to the Office Medical Institutional (OMI) zone to the west across Herrell Road, which features a rehabilitation center. The property is bound on the north, south and east by the AG zone. The properties to the north is a vacant parcel, the property to the east is a detached single-family home, and the property to the south across Dallas Road is the Old Villa Rica Cemetery.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Single-Family Urban (AG)	Medical Activity Center
East	Single-Family Urban (AG)	Medical Activity Center
South	Single-Family Urban (AG)	Suburban Village Character Area
West	Office Medical Institutional (OMI)	Medical Activity Center

Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The house was constructed in 1910 according to Carroll County tax records. The house is known locally as the "Slaughter-Haynes Home" and is a Georgian Cottage style house. Prior to the look of the home now, the home was a log cabin, which was half burned and half was still standing. Previous owners have stated that part of the attic and underneath the house still holds the old cabin rafters and wood works. The home belonged to Dr. John Thomas Slaughter (1830-1890) whom was the son of Nathaniel Garnett Slaughter and Angleina Castleberry. The family moved to Villa Rica in 1844. John T. Slaughter became a prominent and successful physician. He was a member of the state senate in 1876 and 1877 when the legislature called the constitutional convention that made the present constitution of Georgia. John Thomas Slaughter was one of the first doctors in Old Town Villa Rica.

The Unified Development Code (UDC) had the property zoned as Single-Family (R-20). The city does not have record of any previous land use application for this address.

C. Proposed Development

The applicant's request to rezone the property to C1 requires the implementation of several nonresidential design standards and other sections of the development ordinance that are applicable to nonresidential developments.

The applicant is under contract for the 2.71-acre parcel in question and proposes a 10,640 sq. ft. Dollar General store. Retail stores are a permitted use in the C1 zoning district. The applicant has stated that the proposed store is a new concept that has an additional 1,300 sq. ft. of sales floor versus the traditional 9,100 sq. ft. stores. The additional square footage allows for 38 more coolers which are stocked with fresh food and produce that allows for customers to have access to "healthy food alternatives". The existing buildings on the parcel are proposed to be demolished. The property is not considered an individually-listed historic site or located within a historic district.

Design Standards and Bulk Requirements

The applicant is expected to follow all architectural design standards indicated within Section 9.04 *Non-residential Design Standards*. Staff identified several sections of the design standards where the applicant would be deficient (outlined in Section D). The applicant has submitted a request for three variances.

See Table 2 below for yard and bulk requirements in the C1 Zone as indicated in the Zoning Ordinance:

TABLE 2 - BULK REQUIREMENTS – COMMERCIAL LOW-DENSITY (C1) ZONING DISTRICT

	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	2.71	C
Minimum Lot Width (ft)	100	276+	C
Minimum Front Yard Setback (ft)	35 (Herrell Road) 45 (Dallas Road)	94+ (Herrell Road) 75 (Dallas Road)	C
Minimum Rear Yard Setback (ft)	20	120+	C
Minimum Side Yard Setback (ft)	10	61.6+	C
Maximum Building Coverage	50	Unknown	Unknown
Maximum Building Height (ft)	45	Unknown	Unknown
Maximum Impervious Coverage (%)	75	Unknown	Unknown

The development is proposed to have city sewer and water, and the applicant is required to follow all requirements of the Villa Rica Development Code.

Open Space

The C1 zone has a 5% open space requirement as per Table 7.24 of the Villa Rica Zoning Ordinance. The applicant appears to have ample space on the concept plan to provide the necessary 5% open space and it is not projected that meeting this ordinance provision will be problematic. The applicant has proposed several amenity areas along Herrell Road that equal 5% of the total lot area. The ordinance specifies what is considered nonqualifying open space and qualifying open space as specified below:

Table 7.24: Minimum Required Open Space		
Zoning District	**Percentage of Open Space**	**Notes**
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

TABLE 5 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
Non-Qualifying Open Space	**Qualifying Open Space**
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands
Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.

Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.
Any wetlands on the development site, unless preserved as a conservation area.	

Offsite Improvements

The developer has proposed sidewalks and acceleration/deceleration lanes off-site in order to improve pedestrian and vehicular circulation on and off of the site. No other off-site improvements are proposed, based on the site plan.

Buffering/Screening/Tree Conservation:

A landscaping plan was not submitted by the applicant, and is required to be submitted prior to the issuance of a Land Disturbance Permit. The applicant will be required to provide perimeter landscaping for off-street parking areas, along with interior landscaping for off-street parking areas as indicated in Section 7.05(6) *Parking area Landscaping*. The applicant is expected to follow all required tree and shrub planting requirements of Section 7.05.

The applicant will be required to provide buffering of the site in conformance with Section 7.05(12)(b) of the zoning ordinance and as illustrated in Table 7.8 and Table 7.9 of the zoning ordinance. The ordinance requires the proposed use to provide a "Buffer Type 3", which would require a 30' width buffer area along the rear and side yards, amongst other landscaping requirements as set forth in Table 7.9.

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.

Flood Plain

The property is not considered to be in a flood zone as designated by FEMA. This area is considered in "Flood Zone X", which is an area of minimal flood hazard. Figure 2, below, indicates the flood zone map:

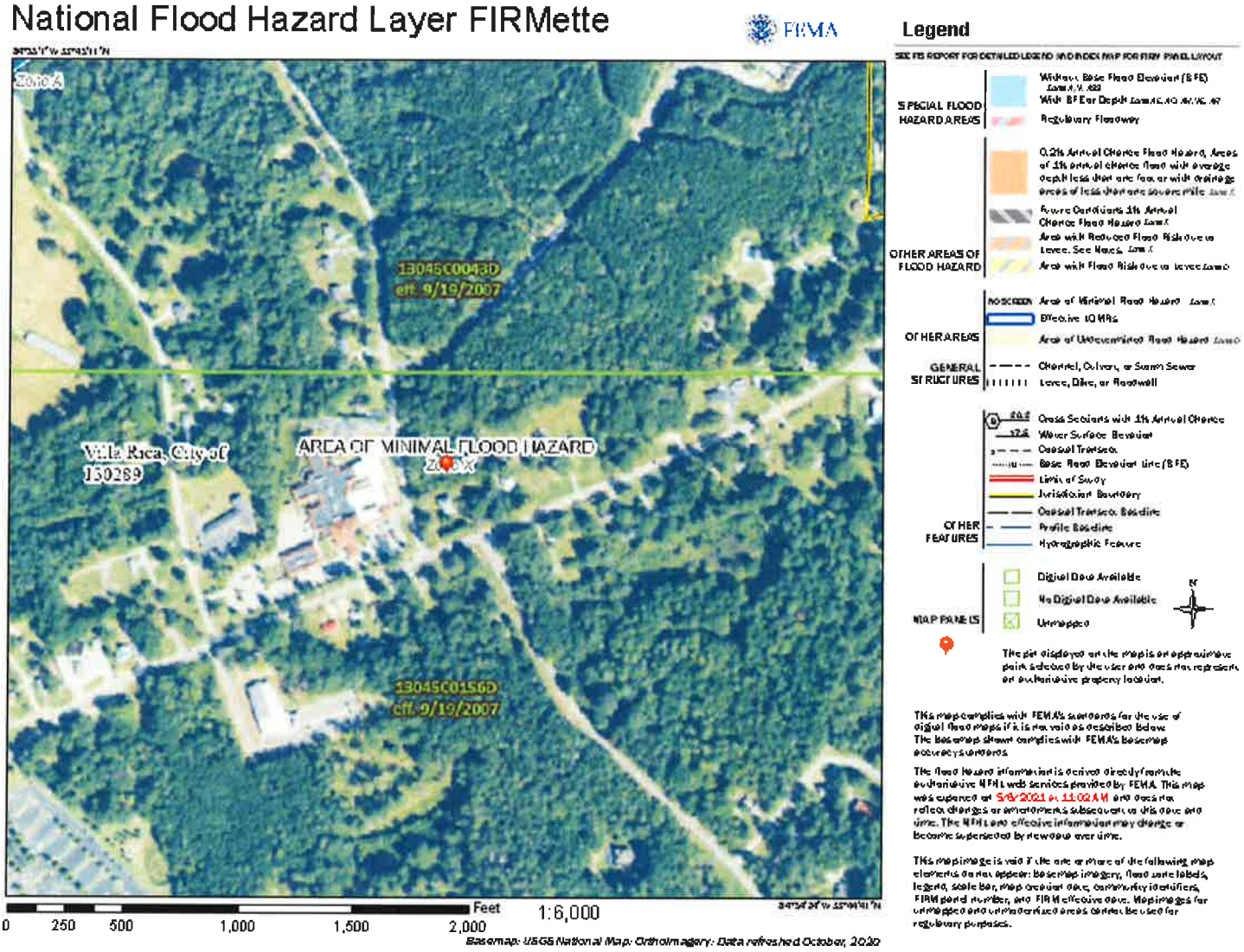


Figure 2: National Flood Hazard Map, retrieved from FEMA.gov

Rezoning Review Criteria

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;

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes "Medical Activity Center" as the future land use for the parcel. The intent of the Medical Activity Center is as follows:

"The Medical activity center supports medical-related offices, businesses, commercial, retail, and some residential uses. This area will encourage pedestrian and vehicular connectivity between developments/buildings. The road network should be well-connected to the surrounding area, with enhanced vehicular mobility as a priority around urgent care clinic and emergency facilities. The Medical activity center encompasses existing Tanner Medical Center and associated facilities, including the medical-related offices located near the hospital property. This area currently contains an assisted living facility and rehabilitation center, which are in character with the intent of this activity center. Moving forward, future development should be focused on medical-related offices and facilities with the potential for campus-style development."

The Activity Center has design principles that recommend moderate to high intensity. The primary future land uses are professional offices, small-scale commercial and retail uses, residential, civic benefit uses and parks, greenways and trails. The proposed use appears to meet the intent of the Comprehensive Plan.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Medical Activity Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories care indicated below:

TABLE 2 - APPROPRIATE ZONING CATEGORIES – MEDICAL ACTIVITY AREA

UDC Zoning Categories	Corresponding 2020 Zoning Ordinance Category
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
General Commercial (GC)	Commercial Medium-Density (C2)
Office Institutional (OI)	Office Medical Institutional (OMI)
Residential Townhome (RT)	Single-Family Attached (SFA)
Residential Multi-Family (R-14)	Multi-Family Low-Density (MF1) Multi-Family Medium-Density (MF2)
Planned Development (PD)	Planned Unit Development (PUD)

ii. **Current conditions and the character of current structures and uses in each district;**
The lot currently features a legacy residential single-family home with a detached barn structure. The character of the C1 zone is commercial in nature, and is specialized for high low intensity retail and office uses. The uses adjacent to the site to the east is residential single-family detached and north of the site is vacant land zoned AG. South of the site across Dallas Road is the Old Villa Rica Cemetery and west of the site across Herrell Road is the Willowbrooke at Tanner rehabilitation center.

iii. **The most desirable use for which the land in each district is adapted;**
The proposed development is a desirable use based on the Comprehensive Plan and overall character of the area. The current use of the property as an abandoned single-family residential property is not the highest and best use for the property given the acreage and zone's nonconformity to the Comprehensive Plan.

iv. **The conservation of property values throughout the jurisdiction; and**
Property values are not expected to be greatly affected, either positively or negatively by the redevelopment of the lot for commercial purposes.

v. **Responsible development and growth**
The facility will provide jobs within the community and will be highest and best use for the property, given the parcel size and location. The AG zone is the successor to the RD zone in the UDC, and the rezoning to C1 would make the property conforming to the Comprehensive Plan as the AG/RD zones are not compatible to the Medical Activity Center character area. The utilization of Herrell Road for deliveries and customer traffic may place strain on the intersection of Herrell Road and Dallas Road, however the new traffic circle at Punkintown Road should positively affect the traffic exiting Herrell Road onto Dallas Road. Locating higher density and intensity uses near major roadways are encouraged in the Comprehensive Plan, and locating the use along the Dallas Road/SR 61 corridor (by way of Herrell Road) accomplishes this goal.

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):

i. **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 features a mix of commercial, medical and residential uses. The proposed retail use would be suitable for the property given the increase in medical uses, the recent expansion of the Tanner Medical Center, increased residential development in the area and the ongoing development of the Southeast Trans facility. The vacant land to the north and the single-family use to the east are located within the AG zone which is not supported by the Comprehensive Plan.

ii. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**
The proposed rezoning and development are not expected to adversely impact the existing uses nearby or access to those sites. Dallas Road/Highway has a mix of residential, office and retail uses, and the proposed use would complement those uses. No adverse effect is expected should the new use be adequately buffered and screened from the residential neighborhood.

iii. **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 currently zoned, however it is not the highest and best use of land given the acreage and Comprehensive Plan designation of the parcel as Medical Activity Center. Because of the size and location of the parcel, a commercial, medical office or higher density residential uses can be desirable on the property.

iv. **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;**
No excessive usage of city infrastructure has been identified as expected from the rezoning proposal by staff.

v. **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 rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Medical Activity Center as the land use character area, which recommends commercial zoning categories, which aligns with the requested zone change from Single-Family Agricultural (AG) to Commercial Low-Density (C1).

vi. **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.**
Georgia DOT is planning a traffic circle to be located at Punkintown Road and Dallas Road/SR 61. This project is intended to improve the traffic queuing at the intersection that is currently experienced by motorists. In addition, sidewalks for the proposed development will connect the site to surrounding uses for pedestrian access. These improvements are expected to improve the developability of the parcel.

D. Variances

The applicant is expected to follow all architectural design standards within Section 9.04 *Non-Residential Design Standards*. The applicant is deficient in the following three subsections of Section 9.04 as indicated below and has filed a variance request from the following subsections *(staff comments in red)*:

1. 9.04(6)(b) – Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet. The sides and rear of the building do not have projections or recesses. The applicant has stated that because the rear and side of the building is located adjacent to raw land and a single residential home, additional fenestration would be unnecessary as the public will not see these sides of the building.

2. 9.04(6)(c) – Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) precent of the total ground level façade. The storefront is not transparent for 75% of the total façade length. According to the applicant, Dollar General's wall shelving would back up to the required windows thus the back of shelves would be viewable from the exterior. The applicant is proposing bricked-in "false windows" with shutters as per the rendering to simulate the look of real windows. The applicant has also indicated that they are requesting this variance for security reasons as merchandise would be in direct view of the windows and would be easier to burglarize from the outside versus a solid wall.

3. 9.04(f) – The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.
    i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:
        1) The first twenty (20) feet of said façade meets the above requirements, and
        2) The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.

The applicant proposes blank windowless walls adjacent to residential zoning districts. The application is ineligible for a waiver for the Herrell Road façade, because the first 20' of this façade does not meet the above requirements. The front façade has not been applied to the Herrell Road side of the structure. The applicant is requesting that the first 20' of the side facing Herrell Road does not have to be transparent as Dollar General's wall shelving would back up to the required windows this the back of shelves would be visible from the exterior. The applicant is proposing bricked-in "false windows" with shutters as per the rendering to simulate the look of real windows. The applicant has also indicated that they are requesting this variance for security reasons as merchandise would be in direct view of the windows and would be easier to burglarize from the outside versus a solid wall.

<u>Proofs for Variances</u>

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 requests appear to be self-imposed based on a corporate business model regarding floorplan requirements. However, there are benefits to not providing a transparent storefront for 75% of the façade or for the first 20' of the Herrell Road façade and providing blank, windowless walls along this façade because of the ability for the shelving to be viewed from the exterior. This is a safety and aesthetic concern that would be negatively impacted by the strict application of the ordinance. However, there does not appear to be any benefits to not providing further fenestration on the sides facing the AG zone. The purposes of the Comprehensive plan would not be advanced by the variance/deviation from Section 9.04(6)(b), and the benefits of the variance/deviation would not substantially outweigh any detriment. All variances appear to be self-imposed, yet hold merit from a practicality standpoint.

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 design guideline deviations 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 deviations. Of the many goals of the design standards in the ordinance, one is to protect property values within the city as a whole and existing nearby locations. The variances, as requested, will not negatively impact the adjacent areas and in turn will meet this goal.

iii) 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, but will result in the practical difficulty for floorplan planning within the store because of Dollar General's internal requirements. It appears that the request is self-imposed. Nonetheless, the strict application of the ordinance would present a safety and aesthetic issue when coupled with Dollar General's internal requirements regarding Sections 9.04(f) and

9.04(6)(c). Section 9.04(6(b) appears to be self-imposed and not tied to a public health, safety or aesthetic reason.

E. Comments

1. The applicant shall work with GDOT and the City Engineer in order to accommodate the proposed traffic circle along SR 61.

2. 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.

3. The Planning & Zoning Commission shall have the authority to modify any of the requirements of the nonresidential design standards section in accordance with Subsection 2.02(9)(a) ix.

Recommendation:

Staff recommendation:

Rezoning: APPROVAL w/ Conditions

Reasons:

1. The change from AG to C1 is supported by the Comprehensive Plan. The C1 Zone is listed as an appropriate zoning category listed in the Comprehensive Plan for the Medical Activity Center Character Area.
2. The use is the highest and best use for the land compared to a single-family home.

Conditions:

1. Provide a landscaped buffer and sufficient screening from the adjacent residentially zoned areas as indicated by staff and the Villa Rica Zoning Ordinance.

Variances *(staff comments in red)*:

1. **9.04(6)(b)** – Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet. The sides and rear of the building do not have projections or recesses. The applicant has stated that because the rear and side of the building is located adjacent to raw land and a single residential home, additional fenestration would be unnecessary as the public will not see these sides of the building.

   Staff recommend denial.

Reasons: The variance is self-imposed and is not related to any physical on-site hardship.

2. **9.04(6)(c)** – Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) precent of the total ground level façade. The storefront is not transparent for 75% of the total façade length. According to the applicant, Dollar General's wall shelving would back up to the required windows thus the back of shelves would be viewable from the exterior. The applicant is proposing bricked-in "false windows" with shutters as per the rendering to simulate the look of real windows. The applicant has also indicated that they are requesting this variance for security reasons as merchandise would be in direct view of the windows and would be easier to burglarize from the outside versus a solid wall.

   Staff recommends denial.

   Reasons: The variance is self-imposed and is a direct result of floorplan requirements within Dollar General stores.

3. **9.04(f)** – The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.
   i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:
      1. The first twenty (20) feet of said façade meets the above requirements, and
      2. The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.

   The applicant proposes blank windowless walls adjacent to residential zoning districts. The application is ineligible for a waiver for the Herrell Road façade, because the first 20' of this façade does not meet the above requirements. The front façade has not been applied to the Herrell Road side of the structure. The applicant is requesting that the first 20' of the side facing Herrell Road does not have to be transparent as Dollar General's wall shelving would back up to the required windows this the back of shelves would be visible from the exterior. The applicant is proposing bricked-in "false windows" with shutters as per the rendering to simulate the look of real windows. The applicant has also indicated that they are requesting this variance for security reasons as merchandise would be in direct view of the windows and would be easier to burglarize from the outside versus a solid

wall.

Staff recommends denial.

Reasons: The variance request is entirely self-imposed and is a direct result of floorplan requirements within Dollar General stores.

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 May 17th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

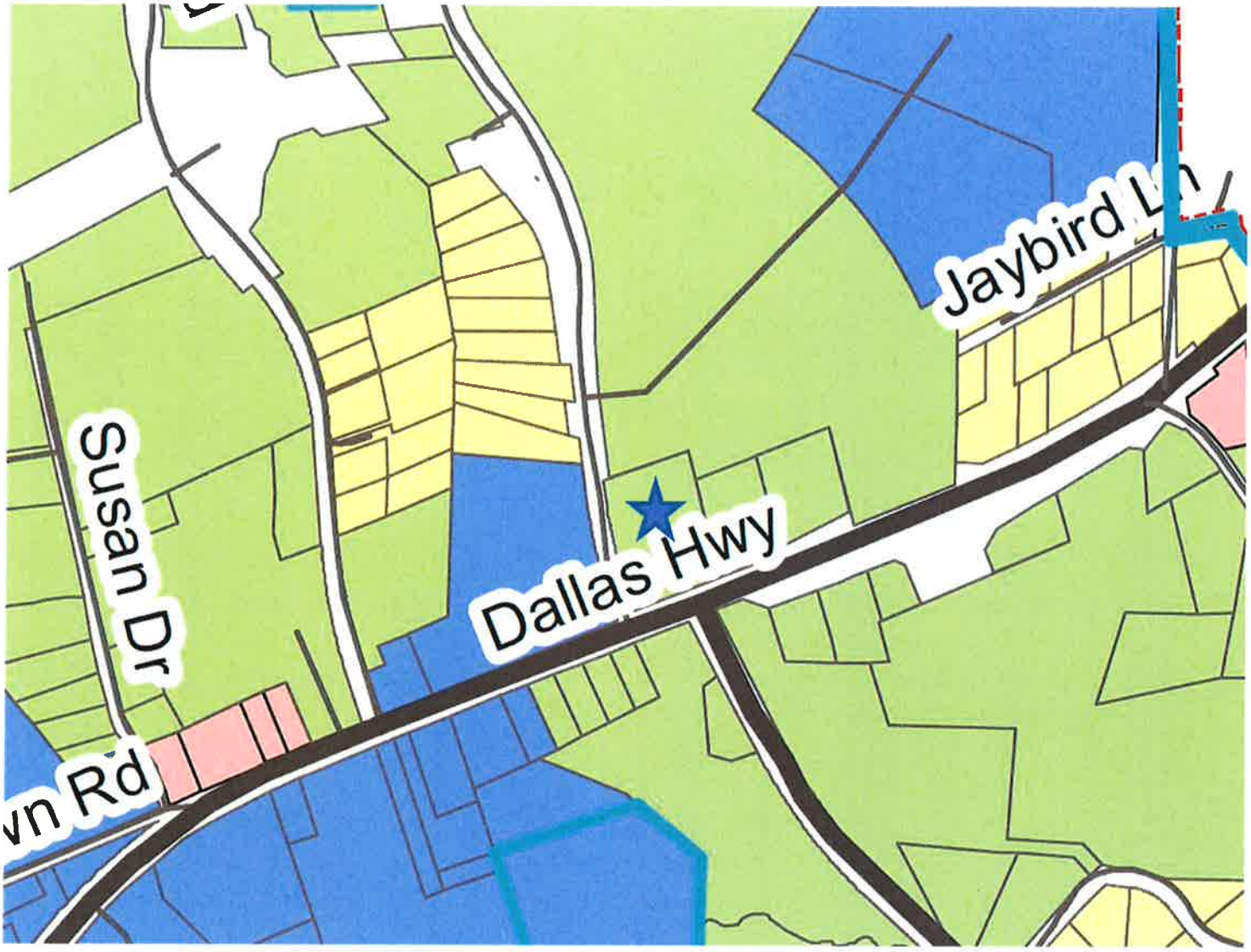
Public Response:
In response to the public notifications, no residents have contacted the city via letter objecting to the proposed development.

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.

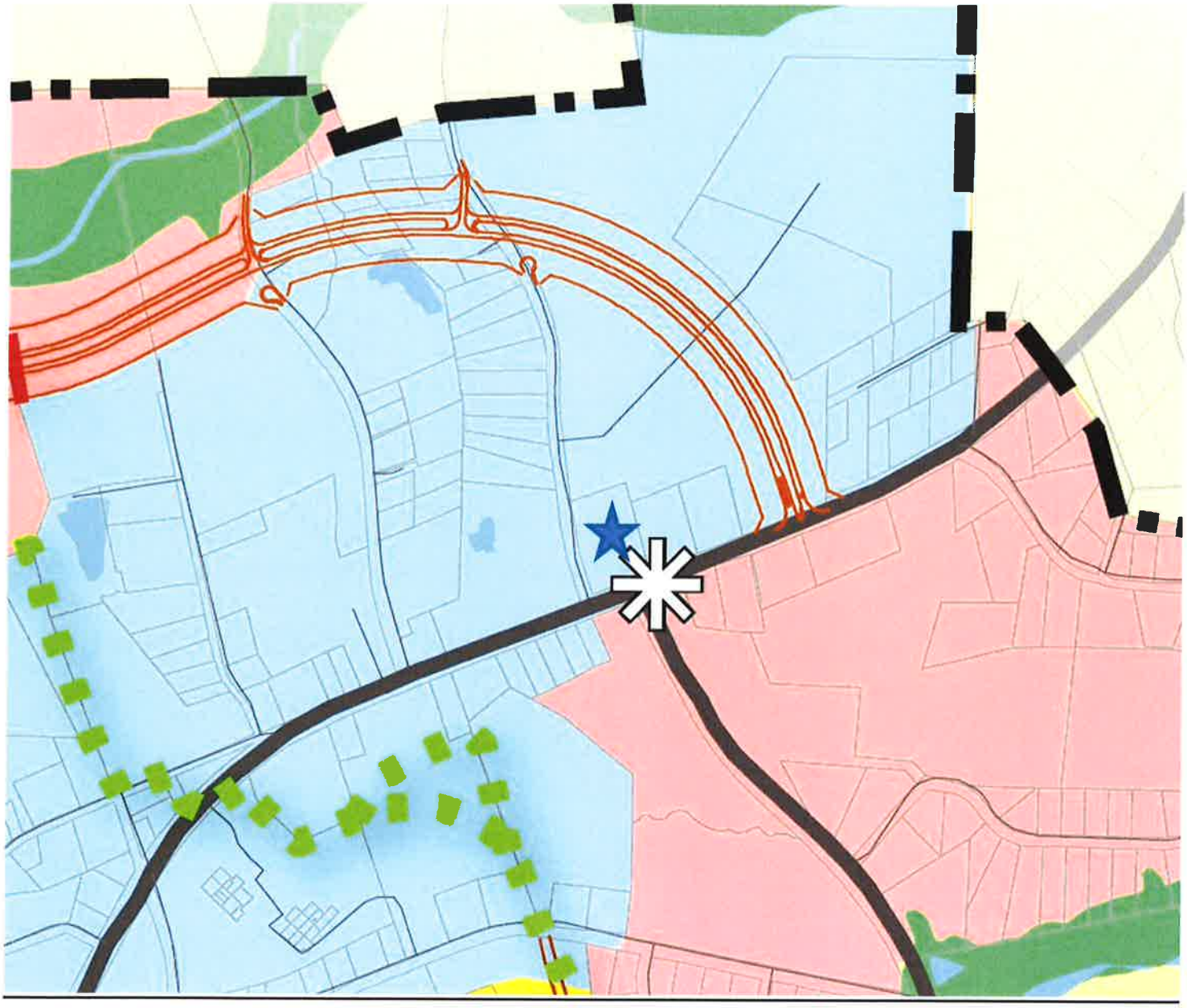
Very truly yours,

Ronald Johnson
Planning & Zoning Specialist

Zoning Map:



Future Land Use Map:



APPLICATION FOR SPECIAL EXCEPTION

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: 5/10/21

APPLICANT

Applicant Name: SW North Villa Rica
Address: 4151 Ashford Dunwoody **City:** Atlanta **State:** GA **Zip:** 30319
Phone: (404) 475 - 9000 **Fax:** (404) 475 - 9600 **Email:** jason@sullivanwickley.com
Agent Name: Jason Fritz
Address: same as above. **City:** _____ **State:** _____ **Zip:** _____
Phone: ( ) _____ - _____ **Fax:** ( ) _____ - _____ **Email:** _____
Owner Name *(If different from applicant)*: Jay Collins, Executor of Louise Haynes Est.
Address: 206 S. Carroll Rd. **City:** Villa Rica **State:** GA **Zip:** 30180
Phone: (770) 459 - 6090 **Fax:** ( ) _____ - _____ **Email:** jaycollins@bellsouth.net
(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): ____ **Conditional Use Permit** ✓ **Development Standards Variance**

Name: Dollar General
Special Exception Location (attach location map): 950 Dallas Rd.
Proposed Use: Dollar General Retail Store
Square Footage of Site: 10,640 sf building
Assessor's Parcel Number: V04 0130001
Describe Proposed Special Exception: See attached.

(For Office Use Only)

Total Amount Paid $_____ Cash_____ Check #_____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved Denied Date: _____ Conditions: No Yes How many: _____

City Council Decision: Approved Denied Date: _____ Conditions: No Yes How many: _____

Manager's Signature: _____ Date: _____

PROCESS

Pre-Application Conference

(Optional)

Application Filed with Department

- Staff review for completeness and Staff Report with recommendation
- Public Hearing scheduled

City Council Public Hearing

- Consideration of staff
- Recommendation and applicant and public testimony

APPROVAL

APPROVAL WITH CONDITIONS

DENIAL

APPLICATION FOR
SPECIAL EXCEPTION

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

I, Jason Fritz ***, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.***

Signature of Applicant 5/10/21 **Date**

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with Zoning Ordinance requirements.

1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2) A site development plan prepared in conformance with all application requirements;
3) *A written statement describing the following:*
   a) The proposed use;
   b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
   c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
   d) The areas that are most likely to be directly affected by such change and the likely effects;
   e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
4) Any other exhibits as may be required by the Community Development Manager.

APPLICATION FOR
SPECIAL EXCEPTION

Disclosure of Campaign Contributions
In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant[1] made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating $250 or more or made gifts having in the aggregate a value of $250 or more to a member of the City Council who will consider the application?

Yes _____ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift $250 or greater given to Board Member

We certify that the foregoing information is true and correct, this ____ day of _____, 20____.

Jason Fritz
Applicant's Name – Printed

Signature of Applicant

_____
Applicant's Attorney, if applicable – Printed

_____
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 11 day of May, 2021.

SARAH JEAN PREDILETTO
DEKALB COUNTY, GA.
NOTARY PUBLIC

Sarah Jean Prediletto
Exp 11/19/2022
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.

Development Standards Variance: 950 Dallas Road, Villa Rica, GA

1. 9.03(6)(c) – Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) precent of the total ground level façade. Applicant is requesting that the storefront does not have to be transparent for 75% of the total façade length. Dollar General's wall shelving would back up to the required windows thus the back of shelves would be all you would see from the exterior. Proposing instead bricked in "false windows" with shutters as per the rendering to simulate the look of real windows.
2. 9.03(6)(b) – Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet. The right side and rear of the building do not have projections or recesses as they face undeveloped, AG zoned, raw land and a single family home thus the additional fenestration would be unnecessary as the public will not see these sides of the building.
3. 9.03(f) – The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.

   i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:

   1) The first twenty (20) feet of said façade meets the above requirements, and
   2) The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.

   Applicant is requesting that the storefront does not have to be transparent for the first 20' of the side facing Herrell Road as Dollar General's wall shelving would back up to the required windows thus the back of shelves would be all you would see from the exterior. Proposing instead bricked in "false windows" with shutters as per the rendering to simulate the look of real windows.

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: _____

APPLICANT

Applicant Name: SW North Villa Rica

Address: 4151 Ashford Dunwoody **City:** Atlanta **State:** GA **Zip Code:** 30319

Phone: 404-475-9000 **Fax:** 404-475-9600 **Email:** jason@sullivanwickley.com

Agent Name: Jason Fritz

Address: same as above **City:** _____ **State:** ____ **Zip Code:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Owner Name (*If different from applicant*): Jay Collins, Executor of Louise Haynes Est.

Address: 206 S. Carroll Rd. **City:** Villa Rica **State:** GA **Zip Code:** 30180

Phone: 770-459-6090 **Fax:** _____ **Email:** jaycollins@bellsouth.net

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: AG **Requested Zoning:** C1

Property Address: 950 Dallas Rd/Hwy **City:** Villa Rica **State:** GA **Zip Code:** 30180

Nearest Intersection: Herrell Rd + Dallas Rd/Hwy

Present Use of Property: Vacant house

Proposed Use: 10,640 SF. Dollar General Retail Building

Size of Tract: 2.71 ac. **Land Lot Numbers:** _____ **Districts:** _____

Gross Density: 1 **Unit(s) Per Acre** **Net Density:** 1 **Unit(s) Per Acre**

Property Tax Parcel Number: V04 0130001

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, Jason Fritz, **hereby state that all of the above statements and statements contained in the documents submitted with this application are true.**

Signature 3/18/21 **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.

Case # _____

REZONING APPLICATION REVIEW

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant[1] made, within two (2) years immediately preceding the filing of the application for rezoning, campaign contributions aggregating for $250.00 or more made gifts having in the aggregate a value of $250.00 or more to a member of a City Council or Planning Commission who will consider the applicant: **Yes** ☐ **No** ☑

If **YES**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar Amount of Campaign Contribution	Description of Gift $250.00 or Greater Given to Board Member
N/A		

Case # _____

REZONING APPLICATION REVIEW

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICAL 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.

☐ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 18th **day of** March, 20 21.

Jason Fritz
Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney (*If applicable*) – Printed

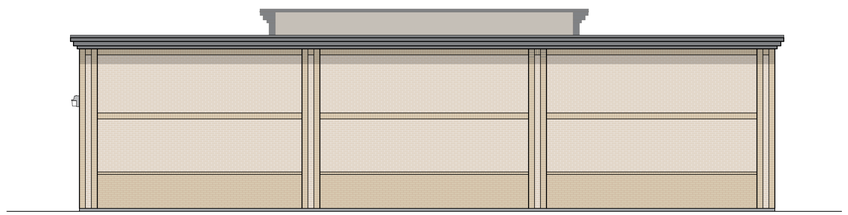
Signature of Applicant's Attorney (*If applicable*)

Sworn to and subscribed before me this 18 **day of** March, 2021.

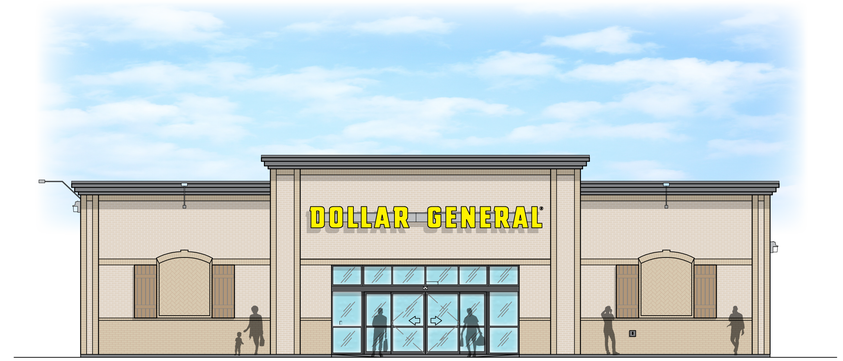
Sarah Jean Predilletto
Exp 11/19/22 Notary Public

SARAH JEAN PREDILETTO NOTARY PUBLIC DEKALB COUNTY

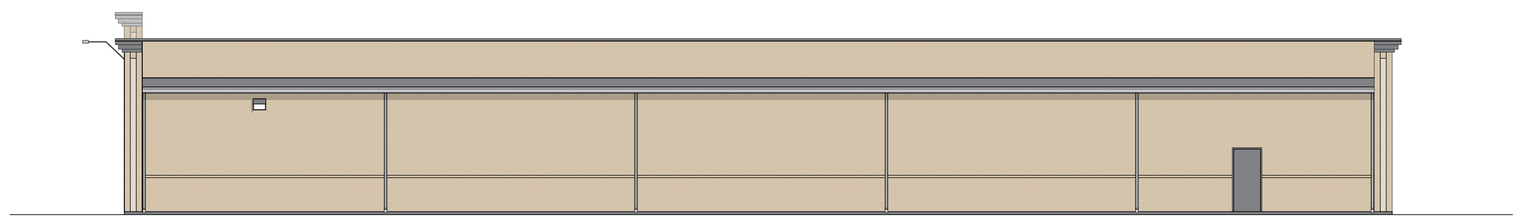
[1] APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.



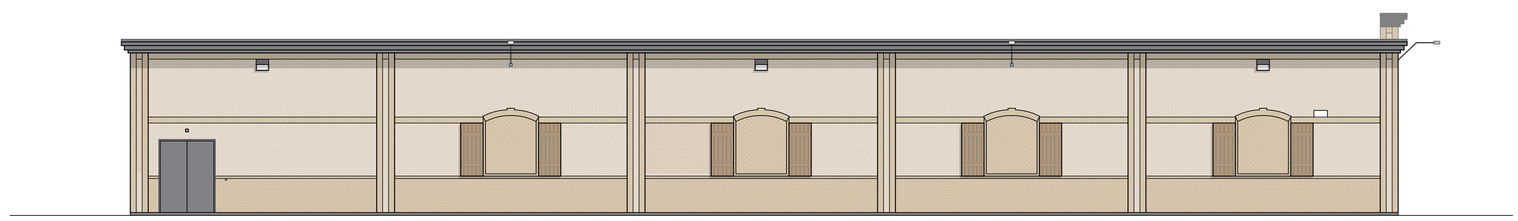
2 BACK ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"



3 RIGHT SIDE ELEVATION
1/8" = 1'-0"



4 LEFT SIDE ELEVATION
1/8" = 1'-0"

Robert E. Walker, IV
Architect

2229 FIRST AVE. SOUTH
SUITE 110
BIRMINGHAM, Alabama
35233
T-205.254.3212
F-205.254.3269

DOLLAR GENERAL BUILDING
Prototype 10K+ A
Store #

DG North Villa Rica

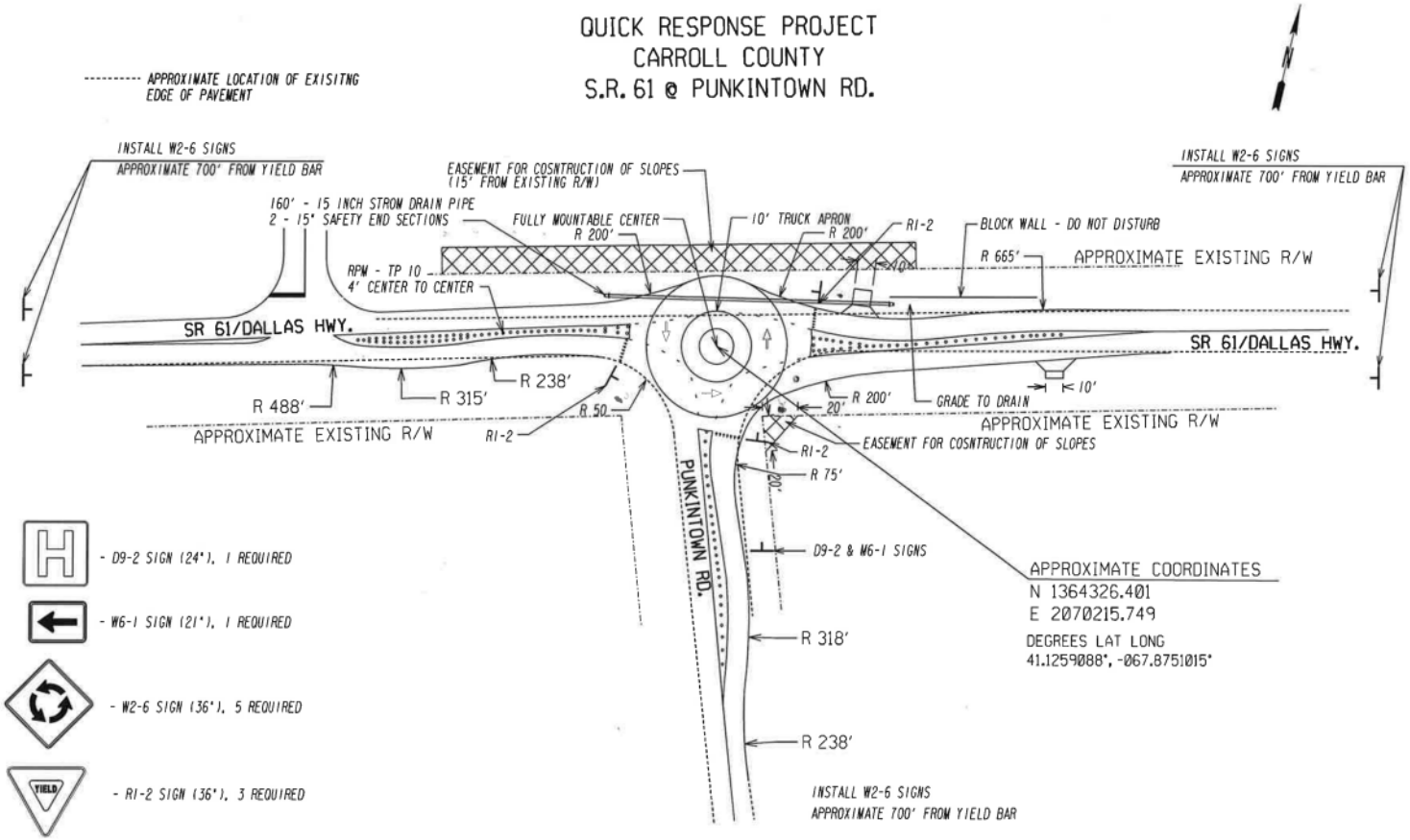
RENDER DOCUMENTS

PROJECT NO.: 8095.104
ISSUED: 04/23/2021

EXTERIOR ELEVATIONS

A3

QUICK RESPONSE PROJECT
CARROLL COUNTY
S.R. 61 @ PUNKINTOWN RD.



APPROXIMATE COORDINATES
N 1364326.401
E 2070215.749
DEGREES LAT LONG
41.1259088°, -067.8751015°

NOTE: ALL STRIPING TO BE THERMOPLASTIC.

Georgia Department of Transportation

OFFICE OF TRAFFIC OPERATIONS DISTRICT SIX

SCALE IN FEET 0 20 40 80

REVISION DATES

CONSTRUCTION PLAN
QUICK RESPONSE PROJECT
CARROLL COUNTY

DRAWING No. 13- 001

Proposed store will be 10,640 square feet vs. 9,100 square foot store recently built west of this site.

New store size allows for the addition of 38 coolers and fresh food sections.

Fresh Food Cooler Additions

PRELIMINARY SITE PLAN	CITY, STATE – STREET VILLA RICA, GEORGIA – HERRELL ROAD		
PROTOTYPE: 10640 A	DEVELOPER:	DESIGNER:	DATE:
LEASABLE S.F.: 10,640	COMPANY: SULLIVAN–WICKLEY	COMPANY: GASKINS	04/14/2021
SALES FLOOR S.F.: 8,513	NAME: BRIAN SULLIVAN	NAME: ERIC HUFFINE	ACREAGE: 2.71 ACRES
RECEIVING AREA S.F.: 1,177	PHONE NO.: (404)475–9000	PHONE NO.: (770)424–7168	PARKING SPACES: 35

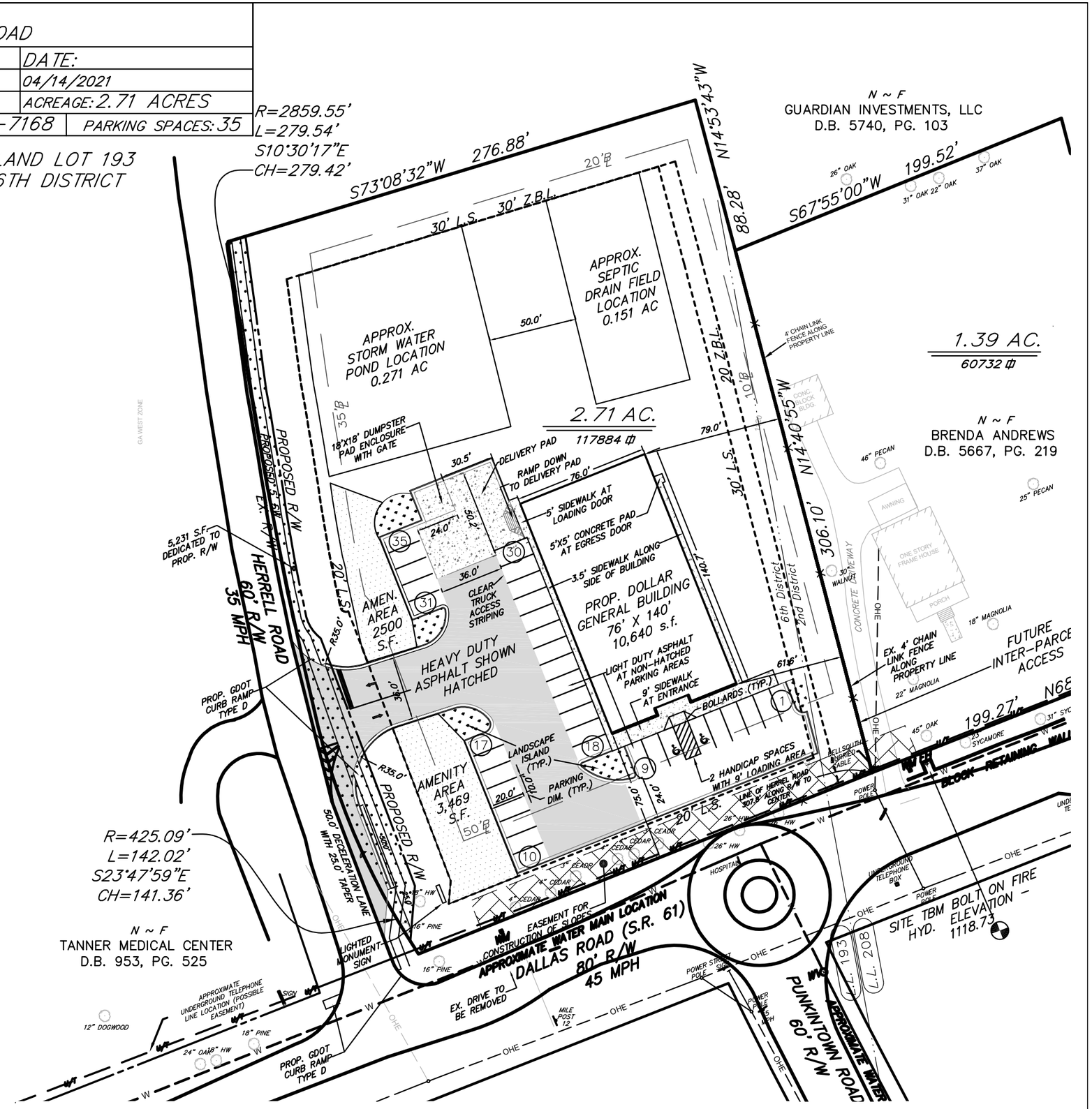
EXISTING ZONING:
AG – SINGLE FAMILY AGRICULTURAL
REQUIRED ZONING:
C1 – COMMERCIAL LOW DENSITY
PARKING REQUIRED:
1 SPACE PER 300 S.F. SALES FLOOR;
29 SPACES
PARKING PROVIDED: 35 SPACES

BUILDING SETBACKS:
FRONT: 50'
SIDE: RIGHT; 10' LEFT; 35'
REAR: 20'

LANDSCAPE:
FRONT: 20'
SIDE: RIGHT; 30' BUFFER LEFT; 20'
REAR: 30' BUFFER

ZONING BUFFERS:
SIDE: RIGHT; 30' LEFT; NA
REAR: 30'

LAND LOT 193
6TH DISTRICT



60 0 60 120
SCALE IN FEET

NORTH

2102018

CITY OF VILLA RICA

City Council Packet

SUBJECT: ORD- Ordinance to Designate Various Properties Downtown as a Local Historical District – Downtown Villa Rica Historic District

CITY COUNCIL AGENDA DATE: July 13th, 2021

DATE: April 29th, 2021

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FISCAL IMPACT: NONE

PURPOSE: The purpose of this ordinance is to designate 33 properties as a local historic district known as the "Downtown Villa Rica Historic District" for preservation purposes.

BACKGROUND: The Villa Rica Historic Preservation Commission identified several structures for possible designation as a local historic site in its quest to protect the historic resources within the city. Downtown Villa Rica has a storied history that includes the Villa Rica Explosion, the transport of gold from Pine Mountain to the broader market, six cotton warehouses that used the Southern Railway for transport, and the center of civic and cultural life in Villa Rica at the turn of the century. Designation of a local historic site will require the included structures to be granted a Certificate of Appropriateness by the Historic Preservation Commission prior to any exterior changes or demolition of the structure to move forward. Changes to the included properties will be required to follow the Architectural Design Guidelines for Historic Districts and Places upon adoption. Letters advising of the designation were successfully sent to the property owner at the addresses listed within the attached ordinance, as well as four legal ads and one article placed in two newspapers, an informational workshop conducted by the HPC, along with a public comment period at the HPC meeting prior to the HPC making a recommendation. One written objection was submitted by a single property owners or business owners; however, one affected property owner has indicated they were not in favor of the proposed designation and signed the city-created objection list. He has also submitted a petition with seven properties, owned by four owners, that have signed in opposition. A total of five property owners have objected to designation out of seventeen.

STAFF RECOMMENDATION: In connection with the Historic Preservation Commission's recommendation to the City Council to approve the site as a locally designated historic site at a meeting held April 27th, staff is recommending approval of this designation.

STATE RECOMMENDATION: Approval

HISTORIC PRESERVATION COMMISSION VOTE: 5-0 (unanimous)

MOTION:

(1) **I move to approve an ordinance to create the Downtown Villa Rica Historic District as a local historic district as indicated on the attached Downtown Villa Rica Designation Map and described in the Nomination Report, as presented.**
(2) **I move to make the necessary changes to the Official Zoning Map for the City of Villa Rica to place an overlay onto the zoning map for the designated properties.**

BOARD DOCUMENT NO._____ ORDINANCE NO._____

CITY OF VILLA RICA

HISTORIC DISTRICT DESIGNATION ORDINANCE

AN ORDINANCE TO DESIGNATE A LOCAL HISTORIC DISTRICT WITHIN THE CITY OF VILLA RICA TO PRESCRIBE THE BOUNDARIES OF SUCH HISTORIC DISTRICT, TO LIST EACH PROPERTY IN THE HISTORIC DISTRICT; TO REQUIRE A CERTIFICATE OF APPROPRIATENESS FROM THE CITY HISTORIC PRESERVATION COMMISSION PRIOR TO ANY MATERIAL CHANGE IN APPEARANCE WITHIN THE HISTORIC DISTRICT BE SHOWN ON THE OFFICIAL ZONING MAP OF THE CITY OF VILLA RICA AND FOR OTHER PURPOSES.

The Mayor and Council have established the City of Villa Rica Historic Preservation Commission in and for the city by its Ordinance of 6 May 2008.

NOW, THEREFORE, the Mayor and Council of the City of Villa Rica hereby ordain that:

Section I: In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the city is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people; and,

In accordance with the ordinance to establish a Historic Preservation Commission in the city; to provide for the designation of historic properties of historic districts; to provide for issuance of certificates of appropriateness; to provide for an appeals procedure; to repeal conflicting ordinances; and for other purposes (Villa Rica Code, Section 5.29—Historic Preservation);

The Mayor and Council hereby declares it to be the purpose and intent of this ordinance to designate a historic district in a geographically definable area containing buildings, structures, sites, objects, landscape features and works of art or a combination thereof which have special historic and aesthetic value or interest in representing one or more periods, styles or types of architecture typical of one or more eras in the history of the City of Villa Rica, Carroll County, Georgia;

The Downtown Villa Rica Historic District is significant in the area of architecture because the commercial and industrial buildings are representative of architectural styles and types built in Georgia cities from the end of the 19th century through the middle of the 20th century. The historic district is significant in the areas of commerce because it represents the city's importance as a regional center of commerce from the early 20th century to the middle of the 20th century. The district is significant in the area of cultural and architectural integrity because of its ornate one-story and two-story structures and center of civic life after the arrival of the Southern Railway.

The Downtown Villa Rica Historic District is also significant in the area of economy

because Downtown Villa Rica was the center of gold mining and cotton trade between 1900 and the 1930s.

Section II: There is hereby created and designated in and for the City of Villa Rica the City of Villa Rica Historic District with boundaries as follows:

> The City of Villa Rica Historic District will encompass areas of the downtown and surrounding areas, including properties located along Main Street, Temple Street, W. Church Street, N. Carroll Road, N. Candler Street, W. Wilson Street, W. Montgomery Street, S. Carroll Road, North Avenue, S. Candler Street, Westview Drive, and Loft Lane.
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> District boundaries will necessarily follow a mixture of street right-of-ways and legal property boundaries, as denoted on the designation map as follows:
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> Commencing at a point located half block between E. Montgomery Street (US 78/W. Bankhead Highway/GA 8) and W. Wilson Street along South Carroll Road, and proceeds midway through the 100-block of E. Montgomery Street along a private alleyway. The boundary then proceeds south along the property boundary between 109 and 115 W. Wilson Street to reach W. Wilson Street. At this point, the boundary continues west to a point between 115 and 117 W. Wilson Street before continuing north back to the alleyway and then proceeds west along the center of the alleyway to S. Candler Street. The boundary then crosses midblock across S. Candler Street and continues parallel between E. Montgomery Street and W. Wilson Street to incorporate all buildings along E. Montgomery Street to Westview Drive. The boundary turns north on Westview Drive and crosses E. Montgomery Street to meet the Norfolk Southern Rail Line. At this point, the boundary proceeds west to another point perpendicular to North Avenue. The boundary then crosses the Norfolk Southern rail line and continues north on North Avenue to the centerline of W. Church Street before turning east and proceeding down the centerline to a point between 101 Main Street and 111 Main Street. The boundary turns south between these two buildings to Temple Street, then proceeds down the north side of Temple Street to North Carroll Road. At this point the boundary continues down the center line of North Carroll Road and crosses Main Street, the Norfolk Southern rail line and E. Montgomery Street to midblock between E. Montgomery Street and W. Wilson Street at the beginning of the private alley.

Section III: The attached lists of properties are located within the Downtown Villa Rica Historic District as created in Section I hereof and the owner thereof is set forth beside the name of each property:

325 Main Street, Villa Rica, GA 30180
Owner: City of Villa Rica
Owner Address: 571 W. Bankhead Hwy
Villa Rica, GA 30180

317 Main Street, Villa Rica, GA 30180
Owner: William P & Laura Edwards
Owner Address: 50 Timberlake Trl
Temple, GA 30179

315 Main Street, Villa Rica, GA 30180
Owner: Estate of William P & Laura Edwards
Owner Address: 50 Timberlake Trl
Temple, GA 30179

311 Main Street, Villa Rica, GA 30180
Owner: Thomas J & Patricia T Large Family
Owner Address: PO Box 605
Villa Rica, GA 30253

309 Main Street, Villa Rica, GA 30180
Owner: Villa Rica T V Service
c/o Billy White
Owner Address: 348 Harlan Lane Road
Villa Rica, GA 30180

305 Main Street, Villa Rica, GA 30180
Owner: Donald J Hudgins
Owner Address: Same

301 Main Street, Villa Rica, GA 30180
Owner: Villa Rica T V Service
c/o Billy White
Owner Address: 348 Harlan Lane Road
Villa Rica, GA 30180

W. Temple Street, Villa Rica, GA 30180 (V01 00200001)
Owner: Huntington Apartment Homes IV
LLC
Owner Address: PO Box 550616
Atlanta, GA 30355

209 Main Street, Villa Rica, GA 30180
Owner: Camp Cap Co.
Owner Address: PO Box 726
Villa Rica, GA 30180

141 Main Street, Villa Rica, GA 30180
Owner: Larmac, Inc.
Owner Address: 2030 Hwy 27 S
Carrollton, GA 30117

129 Main Street, Villa Rica, GA 30180
Owner: Larmac, Inc.
Owner Address: 2030 Hwy 27 S
Carrollton, GA 30117

113 Main Street, Villa Rica, GA 30180
Owner: Glez, LLC
Owner Address: Same

110 Main Street, Villa Rica, GA 30180
Owner: Masonic Lodge No.
72 F & A
Owner Address: Same

115 W. Wilson St, Villa Rica, GA 30180
Owner: Jerry Doyal
Owner Address: PO Box 126
Villa Rica, GA 30180

Parcel: V01 0030009
Owner: N/A (railroad)
Owner Address: N/A

101 W. Montgomery Street, Villa Rica, GA 30180
Owner: J R Smith Investments LLLP
Owner Address: 557 Leslie Drive
Villa Rica, GA 30180

104 W. Montgomery Street, Villa Rica, GA 30180
Owner: Thomas J & Patricia T Large Family
Owner Address: PO Box 605
Villa Rica, GA 30180

108 W. Montgomery Street, Villa Rica, GA 30180
Owner: Johnny L & Joe H Richardson
c/o Joe Richardson
Owner Address: 5105 Longridge Drive
Villa Rica, GA 30180

110 W. Montgomery Street, Villa Rica, GA 30180
Owner: Johnny L & Joe Richardson
Owner Address: 5105 Longridge Road
Villa Rica, GA 30180

112 W. Montgomery Street, Villa Rica, GA 30180
Owner: William J Taylor as Trustee of the Testamentary Trust of Beuna C Taylor
Address: 327 Old Draketown Trail
Villa Rica, GA 30180

118 W. Montgomery Street, Villa Rica, GA 30180
Owner: Donald J Hudgins
Owner Address: 305 Main Street
Villa Rica, GA 30180

120 W. Montgomery Street, Villa Rica, GA 30180
Owner: Thomas J & Patricia T Large Family
Owner Address: PO Box 605
Villa Rica, GA 30180

122 W. Montgomery Street, Villa Rica, GA 30180
Owner: Thomas J & Patricia T Large Family
Owner Address: PO Box 605
Villa Rica, GA 30180

126 W. Montgomery Street, Villa Rica, GA 30180
Owner: Stegall Real Estate Holdings, LLC
Owner Address: 5715 Brookstone Drive
Acworth, GA 30101

130 W. Montgomery Street, Villa Rica, GA 30180
Owner: William L Berry LLC
Owner Address: 3737 Lake Vista
Douglasville, GA 30135

132 W. Montgomery Street, Villa Rica, GA 30180
Owner: Thomas J. & Patricia T. Large Family Limited Partnership
Owner Address: P.O. Box 605
Villa Rica, GA 30180

200 W. Montgomery Street, Villa Rica, GA 30180
Owner: Absolute Success Inc.
Owner Address: PO Box 1584
Fayetteville, GA 30214

208 W. Montgomery Street, Villa Rica, GA 30180
Owner: Timothy A. McCreary
Owner Address: PO Box 310
Villa Rica, GA 30180

210 W. Montgomery Street, Villa Rica, GA 30180
Owner: Holland Family LLC
Owner Address: 643 Old Tanyard Road
Villa Rica, GA 30180

214 W. Montgomery Street, Villa Rica, GA 30253
Owner: Thomas J. & Patricia T. Large Family Limited Partnership
Owner Address: P.O. Box 605
Villa Rica, GA 30180

216 W. Montgomery Street, Villa Rica, GA 30180
Owner: J R Smith Investments LLLP
Owner Address: 557 Leslie Drive
Villa Rica, GA 30180

218 W. Montgomery Street, Villa Rica, GA 30180
Owner: The Thomas J & Patricia T Large Family LP
Owner Address: PO Box 605
Villa Rica, GA 30180

222 W. Montgomery Street, Villa Rica, GA 30180
Owner: Thomas J. & Patricia T. Large Family Limited Partnership
Owner Address: P.O. Box 605
Villa Rica, GA 30180

228 W. Montgomery Street, Villa Rica, GA 30180
Owner: Thomas J. & Patricia T. Large Family Limited Partnership
Owner Address: P.O. Box 605
Villa Rica, GA 30180

Section IV: Upon designation the Downtown Villa Rica Historic District shall be shown on the Official Zoning Map of the city and kept as a public record to provide notice of such designation.

Section V: Certificate of Appropriateness—Upon the effective date of this Ordinance no material change in the appearance of any structure, site, object, or work of art within the designated Downtown Villa Rica Historic District shall be made or be permitted to be made by theowner of occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the City of Villa Rica Historic Preservation Commission.

Section VI: This Ordinance shall become effective upon a first reading and publication, which shall be certified by the Clerk of the City of Villa Rica, Carroll County, Georgia.

Section VII: Property owners within the Downtown Villa Rica Historic District shall be notified by United States mail upon approval of said district by the Mayor and City Council of the City ofVilla Rica.

Section VIII: Upon designation, City of Villa Rica officials and agencies shall be notified of the designation of the Downtown Villa Rica Historic District.

So ordained this day of_____, 2021.

Date of Implentation:_____day of_____, 2021.

APPROVED:

CITY COUNCIL

BY: _____

Mayor, City of Villa Rica

Downtown Villa Rica Historic District Boundary
Nomination Report
Recommendation to City Council
Villa Rica Historic Preservation Commission

The Villa Rica Historic Preservation Commission recommends to the Villa Rica City Council as noted in the Villa Rica Historic Preservation Ordinance, Section 5.29D(4), that a historic district be designated within the city limits. The historic district referred to as the Downtown Villa Rica Historic District meets the historical, cultural, architectural, and aesthetic criteria as required under Section 5.29D(4).

Physical Description

The Villa Rica Downtown Historic District encompasses an area commencing at a point located half block between E. Montgomery Street (US 78/W. Bankhead Highway/GA 8) and W. Wilson Street along South Carroll Road, and proceeds midway through the 100-block of E. Montgomery Street along a private alleyway. The boundary then turns south along the property boundary between 109 and 115 W. Wilson Street to reach W. Wilson Street. At this point, the boundary continues west to a point between 115 and 117 W. Wilson Street before continuing north back to the alleyway and then proceeds west along the center of the alleyway to S. Candler Street. The boundary then crosses midblock across S. Candler Street and continues parallel between E. Montgomery Street and W. Wilson Street to incorporate all buildings along E. Montgomery Street to Westview Drive. The boundary turns north on Westview Drive and crosses E. Montgomery Street to meet the Norfolk Southern Rail Line. At this point, the boundary proceeds west to another point perpendicular to North Avenue. The boundary then crosses the Norfolk Southern rail line and continues north on North Avenue to the centerline of W. Church Street before turning east and proceeding down the centerline to a point between 101 Main Street and 111 Main Street. The boundary turns south between these two buildings to Temple Street, then proceeds down the north side of Temple Street to North Carroll Road. At this point the boundary continues down the center line of North Carroll Road and crosses Main Street, the Norfolk Southern rail line and E. Montgomery Street to midblock between E. Montgomery Street and W. Wilson Street at the beginning of the private alley.

Cultural and Architectural Significance

Villa Rica is located in the west Georgia counties of Carroll, which borders Alabama to the west, and a section of Douglas County. Villa Rica is a cross-rail community that was laid out in a gridiron plan in response to the railroad that runs east to west through the center of town. The North Villa Rica Commercial Historic District comprises the northern half of the downtown and was established in 2002. The proposed unified Downtown Villa Rica Historic District would succeed the North Villa Rica Commercial Historic District and include the area south of the railroad comprising the southern half of the downtown. Two properties located at 101 Main Street (the Villa Rica Police Department and Municipal Court) and 106 Temple Street (the Villa Rica Main Street offices and Amphitheater), which are currently included in the North Villa Rica Commercial Historic District, are proposed to be removed because of architectural changes overtime that are not consistent with the downtown's period of significance.

The proposed unified historic district includes the two blocks of mostly one-story brick commercial buildings between South Carroll Road and Westview Drive, and four blocks of mostly one-story brick commercial buildings between North Carroll Road and North Avenue. Most of the buildings in the district were built between 1900 and 1929, not including subsequent reconstructions of four buildings because of the Villa Rica Explosion in 1957. The historic district includes segments of West Bankhead Highway (West Montgomery Street), South Candler Street, South Carroll Road, West Wilson Street, North Candler Street, North Carroll Road, North Avenue, W. Church Street, Main Street, Temple Street and Loft Lane. Georgia State Highway 78/61 runs coterminous with West Bankhead Highway/West Montgomery Street, separates at the intersection with South Carroll Road, and Highway 61 continues parallel to West Bankhead Highway on the north side of the rail line on Main Street.

Villa Rica was laid out in 1883. An advertisement promoted "94 beautiful lots at auction" in Villa Rica, the "village of gold." The town plan depicted in the ad comprised eleven blocks, six on the north side of the rail line and five fronting the south side of the rail line. Additional blocks were laid out north and south of these forming a gridiron plan with the railroad line trending east to west through the center of the commercial district. This cross-rail plan is common in Georgia communities that were established along rail lines in the last decades of the 19th century. The public square is a large open space created by the half-depth block on Temple Street between Loft Lane and North Carroll Road. Now used for parking, the square is defined on three sides by the fronts of attached commercial buildings and the rail line to the south. The railroad depot, which was built in the 1880s, was located between the public

square on the north side of the rail line and the rail line itself. The depot, which accommodated passengers, freight, and livestock, was demolished after 1950. The first city hall building was constructed in the late 1800s and existed at 226 Montgomery Street until the early 1930s, and was moved across the tracks to the north side of the downtown on Temple Street.

By 1905, Villa Rica included twenty businesses, seven churches, a bank, a hotel, a newspaper, and a school with a faculty of five. Villa Rica's prosperity shifted from gold to agriculture, especially cotton, when gold mining ended in 1926. The west Georgia Piedmont produced excellent staple upland cotton that was known for its superior staple and sheen. In an average season, 10,000 bales of cotton were purchased in Villa Rica. The buying and selling of cotton were a mainstay of Villa Rica's economy and in the first decade of the 20th century the town supported three cotton gins, three hosiery mills, three cotton warehouses, and a cotton oil mill. In the 1940s, the boll weevil and armyworms devastated the regions cotton crops.

Many buildings in the district feature a center entrance flanked by display windows and some decorative brickwork along the parapet. Many of the commercial buildings are plain but some are highly ornate, such as 130 West Montgomery Street, which includes a raised corbel and raised window hoods, along with a stucco cornice and pinnacle, 10 large multi-paneled decorative second floor windows below 10 four-paneled transom windows. 141 Temple Street features arched windows and transom with raised keystones and a brick paneled parapet. The buildings at 120, 122, 222 and 224 West Montgomery Street all feature dog-tooth brickwork above paneled entablature. The buildings at 110, 214 and 216 West Montgomery Street are the only buildings in the district that have Spanish tile roof designs. 130, 200 and 216 West Montgomery Street, 315 Main Street and 111 Main Street are the only two-story buildings in the district. 100 West Montgomery Street is unique as the only building in the district featuring three segmentally arched brick openings for two storefront windows and one doorway in the center facing West Montgomery Street and also features three window openings along South Carroll Road with brick segmentally arched window hoods, three recessed panels and a gradual projection of the brickwork on the corbel facing West Montgomery Street. The buildings at 141 and 121 Main Street both feature mouse-tooth brickwork above paneled entablature. The Masonic Lodge, built in 1914 at 111 Main Street, is a two-story commercial masonry building covered with stucco. One of its two street-level entrances and its four sash windows above are set within segmental arches.

At 115 Wilson Street, ET Doyal & Sons, an animal feed business that has been in operation since 1902, and in Downtown Villa Rica since 1925 is located in what was previously a planing mill/grist mill

according to Sanborn Maps. ET Doyal & Sons operated at 100 West Montgomery Street between 1925 and the 1950s before moving to the current location on West Wilson Street. The business has been a staple in the Villa Rica and New Georgia areas since its founding and has contributed significantly to the city's agriculture community. This is the only building in the proposed district that does not face West Montgomery Street.

Most buildings in the historic district were built between 1900 and 1929 and retain a high level of historic integrity. Between 1923 and 1933, the buildings on both blocks of the district had been streamlined and attached, and some that had once been single retail had become double retail stores. Some buildings, however, have been altered so that they no longer convey their historic significance. The Villa Rica City Hall and Police Department, located at 101 Main Street at the corner of Velvin Lane, was dramatically altered. The one-story brick building was built in the Colonial Revival style in the 1950s. Later, the main facade and the overall form of the building was obscured by the addition of a full-width front porch, which has since been removed in favor of an ADA ramp and stoop. It is proposed for this building to be removed from the newly proposed district. The building on the west end of the 200 block of Temple Street is part of the Camp Cap Company and was rebuilt in 1966. Because of the age of the renovation and shared history of the building with the development of the rest of the downtown area, this building can now be considered contributing. The block of buildings on Main Street on the west side of the square have had awnings, shed roofed porches and, in one case, a second story added. These changes, however, do not obscure the intact historic commercial storefronts and the buildings are counted as contributing to the historic district.

The block bounded by West Montgomery Street, West Wilson Street, South Candler Street and South Carroll Road is a series of 18 buildings (12 of which are to be included in the district). Based on the 1923 Sanborn map, this section of the district consisted of a planing mill/grist mill, several retail stores, an abandoned motion picture house, two restaurants, and two barbershops. Star Department Store, which was located at 100 West Montgomery Street and was started by David Beber, who owned another department store with the same name in Carteret, NJ, operated from the 1950s until the 1960s. Several buildings were constructed by Irby Albert Marchman Sr. (1871-1957), a local farmer and merchant, and part of the locally significant Marchman family, between 1895 and 1915. The Powell Marchman Building at 130 West Montgomery Street was built by Dr. Henry Ryan Marchman's brother Irby in 1895 and housed Powell-Marchman Drug Company and Dr. Marchman's offices. While the 100-block of West Montgomery Street retains most of its pre-1960s aesthetic, the 200-block of West Montgomery Street

has seen some historic integrity degradation in more recent years. 208 West Montgomery, the site of the Bank of Villa Rica's headquarters, has been altered into a 1970s contemporary style and has no features of the original front façade remain. Several other buildings in this block also have been altered from their original appearance, including 210, 214, 216, 218, 220 and 228 West Montgomery Street. Many buildings now feature stucco or stone fronts and new storefront windows.

The block bounded by West Montgomery Street, South Candler Street, West Wilson Street, and Westview Drive is a series of 15 buildings (10 of which are to be included in the district, all fronting West Montgomery Street). This block has various important businesses and structures to the city, including the old movie theater at 200 West Montgomery Street; the first and second City Hall at 210 West Montgomery Street and 216 West Montgomery Street, respectively; and the former headquarters of the Bank of Villa Rica at 208 West Montgomery Street, the oldest financial institution in Carroll County and one of the oldest in the State of Georgia, which existed from 1899 to 1996. The bank was chartered with $15,000 of capital when it opened in 1899, and was one of the few banks to survive the Great Depression. The bank building served as the main headquarters from 1899 to 1974 before moving to a new building outside downtown further down West Bankhead Highway.

The movie house at 200 West Montgomery Street was originally part of a parcel known as J.M. Hamricks Lot (who owned the entire block before being subdivided in the early 1900s) prior to 1897 and used as a cotton house and general merchandise store. Prior to 1897, the lot was home to Villa Rica Corp's Warehouse before it along with the entire block was destroyed by fire, which prompted the subdivision. It was bought by W. B. Candler for Candler & Sons General Merchandise. The building was then bought by T. P. Matthews 1939 and later renovated to a brick block building and used as a cinema house. The building was used in this capacity until 1967 before being closed in favor of a modern movie theater built in a strip plaza further down W. Bankhead Highway outside of Downtown. The cinema was used by both African American and White audiences and African Americans sat in the balcony section. The city's first city hall, which was a small building that was set back from Montgomery Street, was used relatively briefly until a new city hall was built in the same block at 216 West Montgomery Street, which was in use in the 1920s before moving again to Temple Street on the north side of the railroad tracks by 1933. The second City Hall was being used as a restaurant by 1933 according to Sanborn maps. Prior to the construction and rerouting of West Bankhead Highway through this block, the block also featured the Velvin Hotel, which by 1933 had become a rooming house. By 1944, the hotel building had been either totally remodeled or rebuilt as a duplex. The hotel, owned by John J. Velvin and his wife, is the only

hotel that has ever graced downtown and was used by gold miners and travelers along the railroad, with up to 50 traveling men stopping at the “Velvin House” during the week by November of 1886, according to an article from The Carroll Free Press. For perspective, the town had 700 residents in the “new” town and 300 residents still in the “old town” (Hixtown). Other businesses on this block included multiple general and retail stores, an auto repair store, a gasoline service station and auto sales.

COTTON WAREHOUSES:

The historic district also includes six buildings that served as commercial cotton warehouses.

Because of the historic district's close proximity to the depot and the demand for short-term storage of cotton, a significant number and variety of commercial cotton warehouses were built in the first decades of the 20th century. The smallest warehouses appear like typical one-story brick commercial buildings. These include the two easternmost buildings in the 200 block of Temple Street. The Masonic Lodge served the needs of the Masonic order on the second floor and utilized the first floor as a cotton warehouse to take advantage of the lucrative storage business.

The largest warehouses in the district are the warehouse along North Carroll Road, the warehouse on Temple Street between the Masonic Lodge and Municipal Court, and the Pope Brothers Warehouse at 301-319 Temple Street. These warehouses are built of brick with timber posts supporting the wood frame roof. Historically, these buildings included few openings, except for the large arched openings that allowed wagons and small trucks to enter and load or unload cotton. The Pope Brothers Warehouse, built in c.1912 and then nearly doubled in size with an addition in 1949, was rehabilitated as loft apartments.

The Golden City Hosiery Mill, constructed in 1929 at 135 Temple Street, is among several industrial buildings that were constructed in the historic district. The mill includes a one-story brick building on Temple Street. The Temple street building was lit by large factory windows and electric lights powered by a separate boiler building (no longer extant) located at the rear of the lot. A second Golden City Hosiery Mill is located on Main Street at the east end of the district. The Main Street building is built of brick with large factory windows (since enclosed) and stepped parapets on the gable ends.

The Camp Cap Company began making hats in a commercial building in the 200 block of Temple Street in the 1930s. The company adapted the small commercial building to serve as a manufacturing facility

and eventually expanded into the four commercial buildings that occupy the entire block. The exterior of the buildings appear as four individual commercial buildings while the interiors have been joined to together to serve the growing company, which continues to make caps on the site.

MOVIE THEATERS:

Villa Rica had two movie houses in its history, located at 100 West Montgomery Street and 200 West Montgomery Street. According to Sanborn Maps, the theater at 100 West Montgomery Street closed prior to 1923, and the theater at 200 West Montgomery Street, called The Villa Rica Theater was in operation until 1967. The Villa Rica Theater Theater was constructed in 1941 by T. P. Matthews and features a unique design that is of a rare Art Deco design for West Georgia. This is Villa Rica's only Art Deco building and one of three two-story buildings in the district. The design features a brick block building with two storefronts below, two stucco front facades (facing West Montgomery Street and South Candler Street), eight 2nd floor windows facing West Montgomery Street with large 16-paneled casement windows with 4-paneled transom windows above each, and horizontal line details on the 2nd floor front façade that is characteristic of the Streamline Moderne subcategory of the International style of Art Deco. The original marquee has been removed in favor of a metal cantilevered "train shed" style awning with exposed arms.

POWELL-MARCHMAN BUILDING/BERRY'S PHARMACY:

Irby Albert Marchman Sr. (1871-1957), a local farmer and merchant, and part of the locally significant Marchman family, built multiple buildings in the 100-block of West Montgomery Street between 1895 and 1915, with the Powell-Marchman Building at 130 W. Montgomery Street being the most notable. Dr. Henry Ryan Marchman, the first doctor in Villa Rica, had his offices on the 2nd floor while Powell-Marchman Drug Company occupied the first floor. The building has a highly ornate design featuring a raised corbel and raised window hoods, along with a stucco cornice and pinnacle, 10 large multi-paneled decorative second floor windows below 10 four-paneled transom windows. The original building was destroyed in the Villa Rica Explosion in 1957, and a single-story building was constructed in its place with no architectural relation to the original. In 2006, the site was renovated extensively to return to the original building's architecture and look. The building is now nearly identical to the original building.

E.T. DOYAL & SONS:

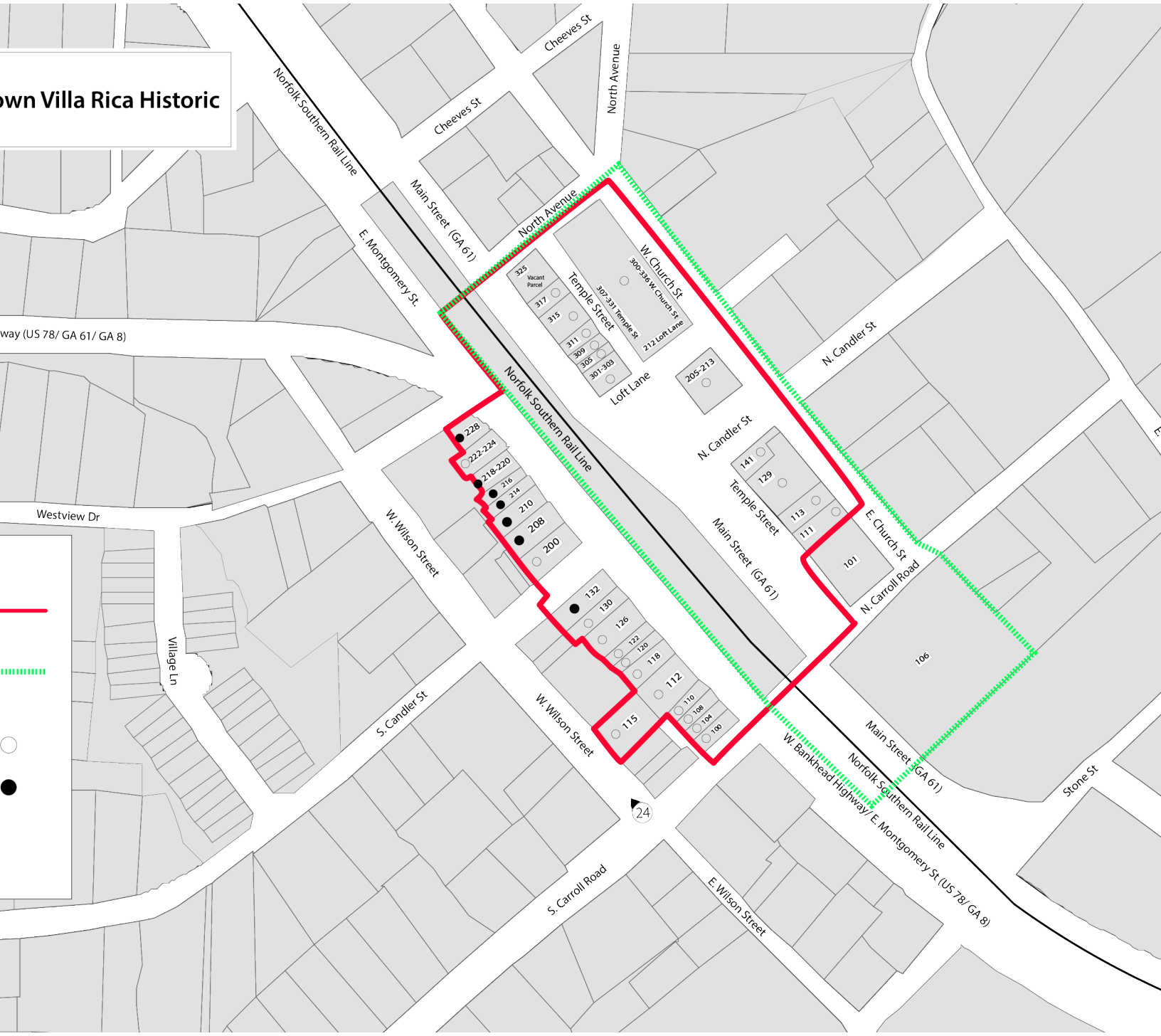
E.T. Doyal & Sons is a family-owned animal feed business that has been in operation at 115 West Wilson Street since 1925 (after moving from 100 West Montgomery Street where they were located since 1902). 115 West Wilson was previously used as a local planing mill/grist mill according to Sanborn Maps. The business has been a staple in the Villa Rica and New Georgia areas since its founding and has contributed significantly to the city's agriculture community. The building is a raised one-story brick block building with a flat roof, recessed sign boards with decorative dentil brickwork below along on the front face of the building below the sign board, and a layered brick cornice. The building features a brick porch and steps.

VR EXPLOSION:

Villa Rica suffered from a catastrophic explosion in 1957 that was centered on the 100 block of West Montgomery Street that killed 4 people and destroyed four buildings on the block. The explosion initiated from a gas line igniting in the basement of the ornate Berry's Pharmacy building, and resulted in the total loss of 122 West Montgomery Street, 126 West Montgomery Street, 130 West Montgomery Street and 132 West Montgomery Street. The explosion was the largest catastrophe in Carroll County history and was devastating to the city. Between 1957 and 1959, the four buildings were rebuilt. In 2006, the Berry's Pharmacy building was completely renovated to mirror the original building destroyed in the explosion, which the original building and the current building are almost identical. The other three buildings have been altered extensively from their previous aesthetics and feature vinyl siding accents (132 W. Montgomery Street) and stucco (126-128 W. Montgomery Street). The majority of the block is consistent of retail and restaurant uses today.

SETTING:

The historic district includes very little landscaping because the buildings were built to the sidewalk and occupy most of their lots. Lots within the district feature either a building or a paved surface, such as an asphalted alleyway in the rear. Several small street trees planted along West Montgomery Street and in the plaza between Main Street and Temple Street are the only trees located in the historic district. Various plaques have been installed by the city in the past few decades commemorating the Villa Rica Explosion and the Bank of Villa Rica.


own Villa Rica Historic
Norfolk Southern Rail Line
Cheeves St
Cheeves St
North Avenue
Main Street (GA 61)
North Avenue
E. Montgomery St.
way (US 78/ GA 61/ GA 8)
W. Church St
300-336 W. Church St
307-331 Temple St
212 Loft Lane
Temple Street
325
Vacant Parcel
317
315
311
309
305
301-303
Loft Lane
205-213
N. Candler St
Norfolk Southern Rail Line
N. Candler St
141
129
Temple Street
113
111
101
E. Church St
N. Carroll Road
Main Street (GA 61)
106
228
222-224
218-220
216
214
210
208
200
Westview Dr
W. Wilson Street
132
130
126
122
120
118
112
110
108
104
100
115
Village Ln
S. Candler St
W. Wilson Street
Main Street (GA 61)
Norfolk Southern Rail Line
W. Bankhead Highway/ E. Montgomery St (US 78/ GA 8)
Stone St
24
S. Carroll Road
E. Wilson Street

The North Villa Rica Commercial District

The North Villa Rica Commercial Historic District, centered on Temple Street in Villa Rica, Carroll County, Georgia, was listed in the National Register of Historic Places on December 31, 2002. The Villa Rica Downtown Development Authority sponsored the nomination and property owners prepared the nomination materials.

Although Villa Rica was settled by farmers and gold miners around 1830, the town's development did not coalesce until 1881 when the Georgia Pacific Railroad was laid. The next year, the town plan was established as a series of blocks laid out in a gridiron pattern with the railroad line running east to west through the center of the commercial district. The North Villa Rica Commercial Historic District comprises the rail line, the plan of streets, and the four intact blocks of commercial buildings north of the railroad.

The blocks within the district consist of mostly attached one-story brick commercial buildings constructed between 1900 and 1929. Typically, the buildings feature a center entrance flanked by display windows. Many of the commercial buildings are plain with little decorative detail but some, such as 141 Temple Street, include arched windows and transoms and corbelled brickwork in the parapet. Villa Rica Lodge No. 72 is the only historic two-story commercial building in the historic district.

In addition to commercial buildings, the district contains several cotton warehouses. The Pope Brothers Warehouse at 301-319 Temple Street is typical. It is a large, one-story brick warehouse with pedestrian entrances and arched entrances for wagons. A brick addition that doubled the size of the Pope warehouse was built in 1949.

The National Register is the federal government's official list of historic buildings, structures, sites, objects, and districts worth of preservation. According to Richard Cloues, deputy state historic preservation officer, listing in the National Register recognizes a property's significance and ensures that the property will be taken into account in the planning of federally funded or licensed projects. In addition, owners of income producing National Register properties may be eligible for rehabilitation tax incentives.

The North Villa Rica Commercial District

District	Contributing	Non-Contributing	Parcels
North Villa Rica Commercial	16	3	19

The South Villa Rica Commercial District

West Montgomery Street is the only street included in this district. It is found on all the available Sanborn maps. By 1923, the road was fully developed with stores, restaurants, a bank, and a motion picture house, although the Sanborn noted that it was not being used. The 1933 map shows the development of Bankhead Highway, which caused the loss of a dwelling that once occupied the corner of Montgomery and Westview. Next door to the dwelling was a hotel, but by 1933 it has become a rooming house. By 1944, it had been either totally remodeled or re-built as a duplex, and there was a filling station on the corner (what is now probably Butterball's). The 1933 map also shows that the building on the corner of Candler and Montgomery (where the sports bar is now) was being used as not only a movie theater, but also had an auto sales store in the front left corner of the store. The bank was still attached to the movie house, and by 1933 a store had been built attached to the rear side. Berry's Pharmacy appears as a drugstore on the 1933 map, as well, and city hall was located in the tall building where the CPA office is now on the 1923 map. For many years it was a restaurant, according to the 1944 map and photographs taken previous to the explosion. A filling station had also been built on the corner of Westview and Montgomery by 1933, but by 1944 it was removed with a store that sat caddy-corner. Also between 1923 and 1933, the buildings had been streamlined and attached, and some that had once been single retail had become double retail stores. The old bank building underwent a major renovation, probably in the 1970s or 1980s. It has been severely compromised and does not retain any of its historic fabric. The rest of the buildings on this block have been compromised because of various renovation projects, particularly with the addition of stucco on a couple of the buildings. The block with Berry's pharmacy has seen changes as well, in particular the end with the buildings that were rebuilt after the 1957 explosion. Although Berry's has been remodeled to its original appearance, the buildings immediately adjacent to it retain their late 1950s appearance. Overall, the Berry's block retains more of its historic appearance than the other block, but there have still been compromises with appearance and use of materials.

The South Villa Rica Commercial District

District	Contributing	Non-Contributing	Parcels
South Villa Rica Commercial	19	2	21

100 West Montgomery Street, Villa Rica
1902 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
Large arched picture windows; layered brick cornice; three recessed spaces; corbelled brick turned on end; elliptical arches with grey headers; French doors.

Additions and Alterations
Awnings over windows and doors; if structure was built in 1902, the door and windows are replacements.

Outbuildings
None.

Architectural Integrity
Even with the replaced doors and windows and awnings, good example of a turn-of-the-century retail building, and still contributes to maintaining the historical integrity of the downtown.

Contributing or Non-Contributing
Contributing.

Surveyed by Holly Lane, Center for Public History, UWG, July 14, 2009.

104 W. Montgomery, Villa Rica
1902 (per plaque); 1968 (per tax records); 2002 (building remodeled into restaurant)
Style: None
Plan type: Single Retail

Architectural Description
Tan color of brick (late 20th century); glass tile under awning, possibly original; brick piers at corner of building.

Additions and Alterations
Awning across width of building; large plate glass store windows; original entry way closed in.

Outbuildings
None.

Architectural Integrity
Even with changes, a good example of an early-to-mid twentieth century single retail building.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

108 West Montgomery Street, Villa Rica
1950 (per tax records; historic plaque claims 1902)
Style: None
Plan type: Single Retail

Architectural Description
One story; brick façade; decorative signage; brick stretcher over windows; recessed double doors.

Additions and Alterations
1950s style windows; also appears that brick was replaced in the 50s, as well.

Outbuildings
None.

Architectural Integrity
Building may have originally been built in 1902, but after the explosion at Berry's Pharmacy in the 1950s, new windows may have been added.

Contributing or Non-Contributing
Contributing.

Surveyed by Ann McCleary, Center for Public History, UWG, July 13, 2009.

110 West Montgomery Street, Villa Rica
1902 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
One story; recessed door; transom lights over the two large plate glass windows; mansard roof with asphalt shingles; end wall visible, higher on left side; door could be original or a replacement.

Additions and Alterations
Roof and plate glass windows were probably replaced in the 1950s.

Outbuildings
None.

Architectural Integrity
Compromised - after the explosion at Berry's Pharmacy in the 1950s, structure probably was repaired, and lost the historical qualities of the original 1902 structure. However, still a good example of an early twentieth century retail building.

Contributing or Non-Contributing
Contributing.

Surveyed by Ann McCleary, Center for Public History, UWG, July 13, 2009.

112 West Montgomery Street, Villa Rica
1902 (per tax records)
Style: None
Plan type: Retail

Architectural Description
Large plate glass windows; brick façade; mansard roof the length of the building.

Additions and Alterations
Exterior of structure has been heavily remodeled.

Outbuildings
None.

Architectural Integrity
If building was built in 1902, it does not retain any of its original appearance or integrity because of heavy re-modeling, but it does possibly retain it original size and scale.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

118 West Montgomery Street, Villa Rica
1907 (per tax records)
Style: None
Plan type: Single or Double Retail

Architectural Description
Brick façade; recessed brick signage; ends are taller.

Additions and Alterations
Large plate glass windows; metal awnings.

Outbuildings
None.

Architectural Integrity
Compromised because of the awnings and large windows, but still a good example of an early twentieth century retail building.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

120 West Montgomery Street, Villa Rica
1915 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
Corbelled brick front; beadboard across store front; poured concrete where carriage house was; painted brick façade.

Additions and Alterations
Metal on top used to be wood; laminate flooring inside; black tile probably added later; 50's style shop windows.

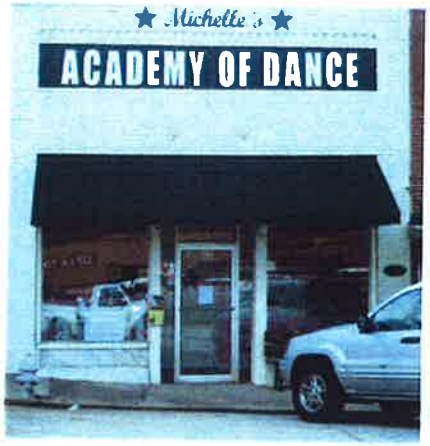
Outbuildings
None.

Architectural Integrity
Even with the replacement windows and painted brick, it maintains the general appearance of an early twentieth century retail store. Was originally a grocery store and then a clothing store.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

122 West Montgomery Street, Villa Rica
1915 (per tax records)
Style: None
Plan type: Single Retail



Architectural Description
Brick front; beadboard ceiling in lobby; parquet flooring; marble and stone under windows, possibly original.

Additions and Alterations
50's style awning on outside of building; large plate glass windows.

Outbuildings
None.

Architectural Integrity
Somewhat compromised because of the awning and plate glass windows, but the structure itself has not been altered. Still a good example of an early twentieth century retail building.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

126 West Montgomery Street, Villa Rica
1958 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
One story; brick façade; large plate glass windows; flat metal awning.

Additions and Alterations
Vinyl across top of structure.

Outbuildings
None.

Architectural Integrity
Good example of a mid-to-late twentieth century retail store, although the vinyl across the top does affect the integrity.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

130 West Montgomery Street, Villa Rica
1974 (per tax records)
Style: Italianate
Plan type: Retail and Office

Architectural Description
Two story; recessed door; concrete stretcher and bracketed cornice across top of structure; recessed entry; concrete stretcher across top of windows and door; large plate glass windows.

Additions and Alterations
In the late 1950s, a gas explosion destroyed the original Berry's Pharmacy. Structure was rebuilt nearly identical to the original structure. Building was probably remodeled in the mid-seventies.

Outbuildings
None.

Architectural Integrity
Although rebuilt and possibly remodeled, structure maintains its historical integrity.

Contributing or Non-Contributing
Contributing.

Surveyed by Ann McCleary, Center for Public History, UWG, July 13, 2009.

200 West Montgomery Street, Villa Rica
1941 (per tax records); remodeled in to a restaurant in 2002 (per tax records)
Style: International
Plan type: Multiple Retail

Architectural Description
Casement windows on side and front; brick façade may be original.

Additions and Alterations
Metal awning; large plate glass windows and doors; stucco on front and sides of building.

Outbuildings
None.

Architectural Integrity
In tact – no major alterations to structure; International style is unusual for a small town in Georgia.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

208 West Montgomery Street, Villa Rica
1899 (per tax records)
Style: None
Plan type: Office

Architectural Description
Brown stretcher brick; stone faced panels above; marble to east above and below window.

Additions and Alterations
Clock sign; large plate glass windows; double glass business doors.

Outbuildings
None.

Architectural Integrity
Compromised – the structure probably looks nothing like it did if it was built in 1899.

Contributing or Non-Contributing
Non-contributing because of excessive alterations.

Surveyed by Ann McCleary, Center for Public History, UWG, July 13, 2009.

210 West Montgomery Street, Villa Rica
1902 (per tax records – listed under 208 West Montgomery)
Style: None
Plan type: Retail

Architectural Description
Stone façade; tall, vertical windows; double glass business doors.

Additions and Alterations
The entire exterior has probably been altered from its original appearance.

Outbuildings
None.

Architectural Integrity
Compromised – structure retains none of its original appearance.

Contributing or Non-Contributing
Non-contributing because of excessive alterations.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

214 West Montgomery Street, Villa Rica
1912 (per tax records)
Style: Spanish Mission
Plan type: Single Retail

Architectural Description
One story; stuccoed exterior; awning with clay tile roof; arched plate glass windows.

Additions and Alterations
Some renovations – see description.

Outbuildings
None.

Architectural Integrity
Compromised - if the structure was built in 1912, it retains none of its original features, but does retain its original size and scale.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

216 West Montgomery Street, Villa Rica
1920 (per tax records)
Style: Italianate
Plan type: Retail and Office

Architectural Description
Two stories; impressed signage at top of building; Italianate windows on second floor.

Additions and Alterations
Arched windows on top; fake Spanish tile on awning; area over windows has been curved; building stuccoed.

Outbuildings
None.

Architectural Integrity
The stucco façade and fake Spanish tile roof detract from the building's historical integrity, but does retain its original size and scale.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

218 West Montgomery Street, Villa Rica
*1975 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
One story; stucco over brick; cloth awning.

Additions and Alterations
Structure probably remodeled in 1975 to current appearance.

Outbuildings
None.

Architectural Integrity
*Building was probably constructed in the early twentieth century, in which case it does not retain its original appearance, and therefore is compromised, but does retain its original size and scale.

Contributing or Non-Contributing
Contributing.

Surveyed by Holly Lane, Center for Public History, UWG, July 14, 2009.

220 West Montgomery Street, Villa Rica
*1967 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
One story; stucco over brick; arch over door; fanlight; large plate glass window; double front doors.

Additions and Alterations
Building has been heavily renovated.

Outbuildings
None.

Architectural Integrity
*If the structure was built in 1967, it maintains its integrity, but if it was built in the early twentieth century then its integrity is compromised, but does retain its original size and scale.

Contributing or Non-Contributing
Contributing.

Surveyed by Ann McCleary, Center for Public History, UWG, July 13, 2009.

222 West Montgomery Street, Villa Rica
1922 (per tax records)
Style: None
Plan type: Single Retail

Architectural Description
One story; brick façade; fanlights over doors and windows; corbelled trim; two large plate glass windows; front door has large plate glass; recessed signage.

Additions and Alterations
Awnings over front door and windows.

Outbuildings
None.

Architectural Integrity
Good example of an early twentieth century single retail structure with minimal alterations.

Contributing or Non-Contributing
Contributing.

Surveyed by Ann McCleary, Center for Public History, UWG, July 13, 2009.

224 West Montgomery Street, Villa Rica
Ca. 1900-1925
Style: None
Plan type: Single Retail

Architectural Description
Impressed signage; painted brick façade.

Additions and Alterations
50's style awning; painted brick; large plate glass front windows; French doors in front.

Outbuildings
None.

Architectural Integrity
Even with the awning, plate glass windows, and French doors, structure does retain its original size and scale.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

228 West Montgomery Street, Villa Rica
1930/1985 (per tax records)
Style: None
Plan type: Office

Architectural Description
Ell shaped; stucco; awning over door; French doors; large window in front with transom; hipped roof.

Additions and Alterations
Structure has been heavily remodeled.

Outbuildings
None.

Architectural Integrity
Compromised – building was remodeled in 1985, and does not retain any of its original appearance. Structure appears to have possibly have been a gas/service station.

Contributing or Non-Contributing
Contributing.

Surveyed by Shanda Davidson, Center for Public History, UWG, July 14, 2009.

115 Wilson Street, Villa Rica
1902 (per tax records)
Style: None
Plan Type: Single Retail

Architectural Description
Raised one story; flat roof; recessed signage with decorative brick; layered brick cornice; full brick building; brick porch and steps.

Additions and Alterations
Some windows filled in on side and back; front door and windows replaced in the 50's; 50's style metal awnings on side; stone foundation on back.

Outbuildings
None.

Architectural Integrity
Even with the replaced front door, still a good example of a single retail building from the early twentieth century. Doyle's Feed and Seed has been a fixture in the Villa Rica community since it opened its doors in 1902.

Contributing or Non-Contributing
Contributing.

Surveyed by Holly Lane, Center for Public History, UWG, July 15, 2009.

Planning & Zoning
Community Development Department

ORD-__-2021

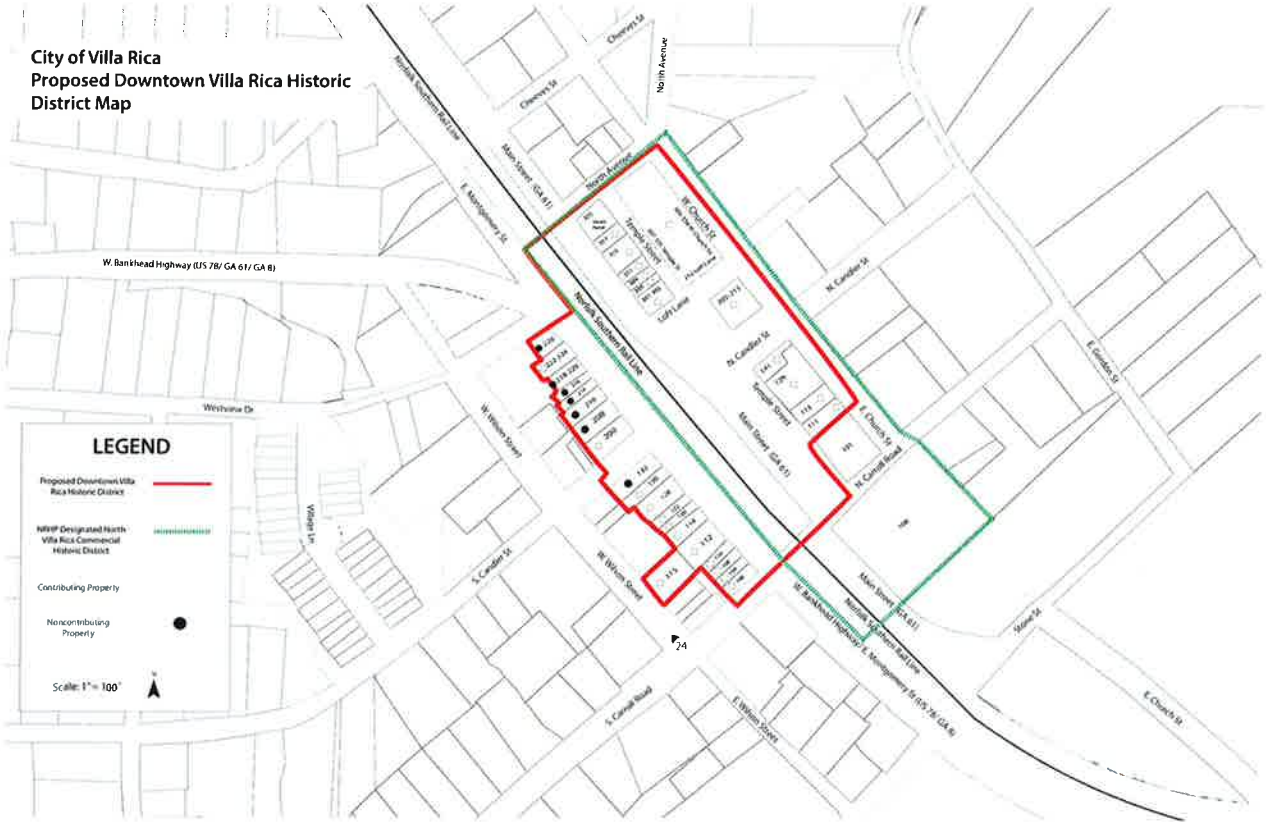
Staff Report

Council Ward: 3

City Council Member:
Leslie McPherson, Ward 3

Public Hearing Date
Historic Preservation Commission: April 27th, 2021 **City Council:** May 11th, 2021

Request: Designation of 33 properties as a local historic district, "Downtown Villa Rica Historic District", for preservation purposes.



Project Description:

The Historic Preservation Commission (HPC) has proposed to designate 33 properties within the city limits as a local historical district that would require owners to acquire a Certificate of Appropriateness (COA) prior to any material changes in appearance. These structures have historical value to the city that the HPC has deemed important to protect and preserve. The sites are commercial, residential and mixed-use in nature, including apartments, retail establishments, restaurants, offices and meeting spaces. Villa Rica currently does not have any local historic districts, but has one district on the National Registry of Historic Places, the North Villa Rica Commercial Historic District. Thirteen of the thirty-three sites proposed for designation are to encompass this same area, sans the Villa Rica Police Department, Municipal Court, Amphitheater and Main Street offices, which are not proposed for local designation. The city is separately in the process of dismantling the North Villa Rica Commercial Historic District in favor of a new national district that encompasses the same boundaries as the proposed local historic district at the suggestion of the state Historic Preservation Division (HPD). The new nationally-registered district is a completely separate process than the establishment of the local district. The local historic district designation would require design review for exterior changes to properties within the district by the HPC and would require a Certificate of Appropriateness issued by the commission in order for such changes to take place.

The State of Georgia HPD has a stringent set of procedures on designating properties that includes all property owners being notified of this change both prior to the HPC and governing body voting on designation as well as post designation. The Community Development Department has sent certified and regular mail letters to all property owners and can confirm receipt. The HPC and staff have also walked around to each business owner to hand out literature on the change, and discuss the proposed district to ensure that they have every opportunity to provide commentary. The HPC has conducted a public workshop meeting to educate the public on the purposes behind the establishment of the district along with background information on the benefits in doing so. In addition, the state requires a designation report to be filed with the HPD that includes the history of the site, description of the property and structures, photos and maps. The city has filed the required designation reports for the proposed district (which is attached). HPD response is pending. While the state requires the city to file a designation report and they respond with a letter recommending designation or not recommending designation, the opinion is purely a recommendation and the city has the authority to move forward with designation regardless.

Designation has several important qualities that would be beneficial to the city, including:

- The properties can be governed by the Architectural Review Guidelines for Historic Districts and Sites that guide renovations and demolitions of structures and/or surrounding landscapes on the properties. This is the primary tool for preservation initiatives.
- The properties can be developed as attractions through the help of property owners for marketing and tourism purposes.
- The Community Development Department can apply for grants, such as the Georgia Heritage Grant, for different projects concerning preservation of these sites if they are eligible to be on the Georgia Register of Historic Places.
- Protection of the downtown area from adverse changes that would impact the built environment and aesthetic that we enjoy in the downtown today.

Staff Comments:

Should the City Council be prepared to affirm the Historic Preservation Commission's proposed designation, the following actions must take place:

1. The official zoning map and tax map of the city would need to be updated to reflect the designations.
2. Within 30 days following the adoption of the Designation Ordinance, the owners and occupants must receive written notification of the designation and the notice should advise them that a COA must be obtained from the HPC prior to any material change in appearance.

Recommendation:

HPC recommendation: **APPROVAL**
Staff recommendation: **APPROVAL**

Public Notifications:
As required by *the Georgia Historic Preservation Division*, the public has been notified in *Times-Georgian* on April 6th, 16th, 17th, and 20th and all property owners were mailed notices certified and regular mail at least 15 days prior to the meeting. The staff and HPC also visited all shops in the downtown and provided information on the dates of the hearings as well as background information on the proposal. The HPC Chairwoman also placed an article in *The Star* newspaper. The HPC also had a public workshop to educate the public on the merits of historic preservation and to provide insight into the proposed actions.

Public Response:
In response to the public notifications, only one property owner has come forward and has voiced their concern with the designation and asked questions regarding the future viability of a sale of the site and the HPC requirements after designation. All questions were answered by staff members.

Ronald Johnson, Planning & Zoning Specialist
Community Development Department

Attachments:

1. Cover letter
2. Designation Report
3. Designation Map
4. Photos

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

April 12, 2021

Paige Jennings, Certified Local Government Coordinator

Georgia Department of Community Affairs
Historic Preservation Division
60 Executive Park South, NE
Atlanta, Georgia 30329

RE: Establishment of Downtown Villa Rica Historic District

Dear Ms. Jennings,

The City of Villa Rica is officially requesting consideration for the establishment of a local historic district within our jurisdiction. The proposed Downtown Villa Rica Historic District is scheduled to be heard at three public meetings prior to passage on April 20th (public educational workshop), April 27th (Historic Preservation Commission recommendation vote), and May 11th (City Council final vote). Please find attached our designation report, a map of the area to be designated, and representative photographs of the locations to be designated. We look forward to your review of this information and any feedback you're able to provide. Should a visit to the district be required by HPD, we are open and welcome to accommodating your schedule.

Should you have questions or require additional information, please feel free to contact me directly.

Thank you in advance for your consideration.

Sincerely,

Ronald Johnson
Planning and Zoning Specialist
City of Villa Rica

DOWNTOWN VILLA RICA HISTORIC DISTRICT

OVERVIEW OF THE NATIONAL AND LOCAL DESIGNATION

Ronald Johnson

Planning & Zoning Specialist

AGENDA

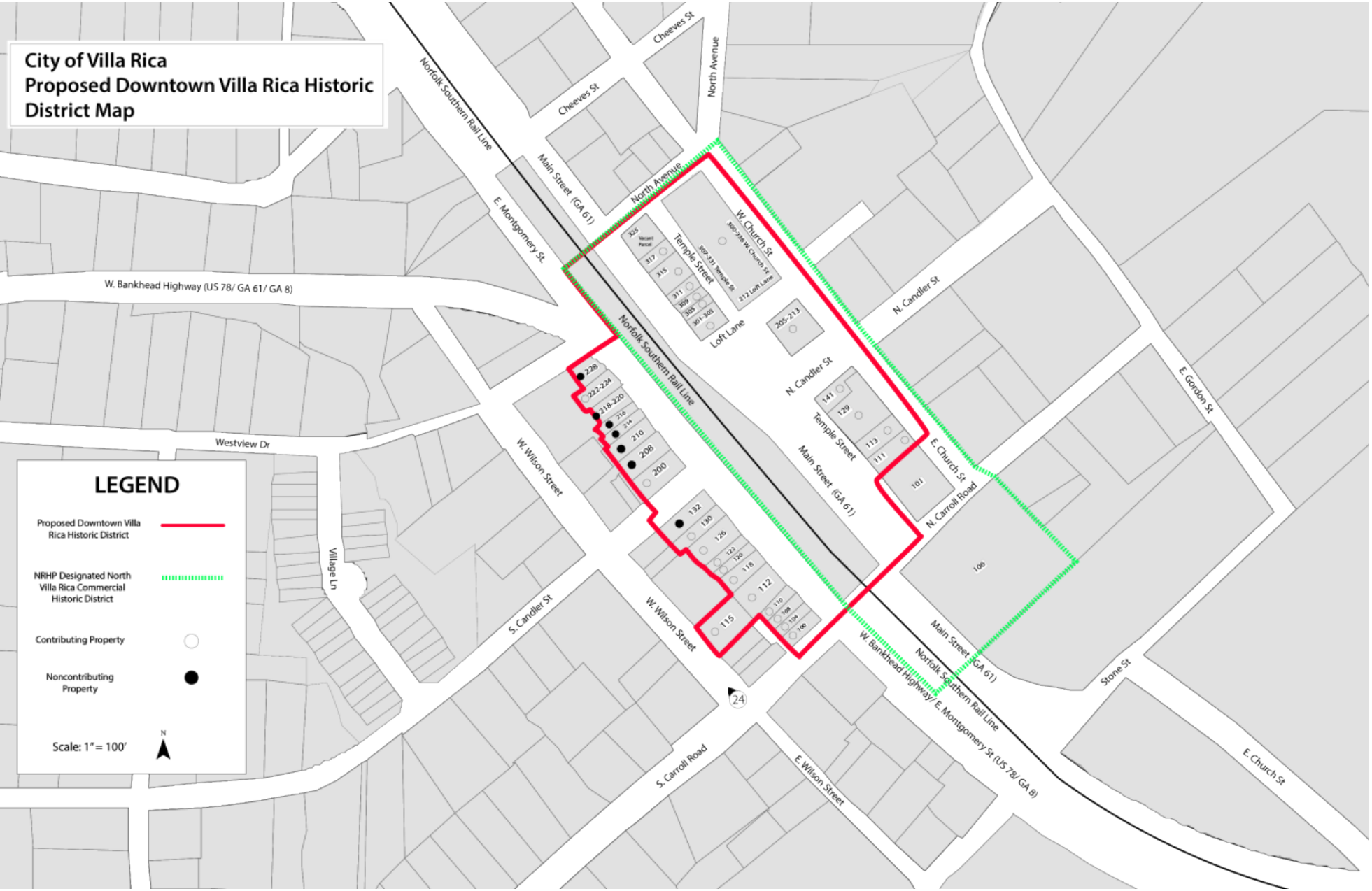
- Overview of Proposal
- Designation Area Map
- History of Preservation in Villa Rica
- Differences between National and Local Designation
- Benefits of National and Local Designation
- Overview of Design Guidelines
- Overview of Certificate of Appropriateness Process
- FAQs/Myths Debunked
- Review of Public Outreach

OVERVIEW

TWO actions are proposed to forward preservation activities Downtown:

- Expansion of the Nationally-designated North Villa Rica Commercial Historic District to include the area south of the railroad and subsequent renaming to Downtown Villa Rica Historic District.
- Creation of a local historic district by the same name for the same area.

MAP


City of Villa Rica
Proposed Downtown Villa Rica Historic District Map
LEGEND
Proposed Downtown Villa Rica Historic District
NRHP Designated North Villa Rica Commercial Historic District
Contributing Property
Noncontributing Property
Scale: 1" = 100'
N
Norfolk Southern Rail Line
Cheeves St
North Avenue
Main Street (GA 61)
E. Montgomery St.
W. Bankhead Highway (US 78/ GA 61/ GA 8)
Westview Dr
Village Ln
W. Wilson Street
S. Candler St
S. Carroll Road
E. Wilson Street
W. Church St
Temple Street
Loft Lane
N. Candler St
E. Church St
N. Carroll Road
E. Gordon St
Stone St
W. Bankhead Highway/ E. Montgomery St (US 78/ GA 8)
228
222-224
218-220
216
214
210
208
200
132
130
126
122
120
118
112
110
108
104
100
115
325
317
315
311
309
305
301-303
307-337 Temple St
300-338 W. Church St
212 Loft Lane
205-213
141
129
113
111
101
106
24

HISTORY OF PRESERVATION IN VILLA RICA

2002- The city applies for and is granted their first National Registry of Historic Places (NRHP) designation for the North Villa Rica Commercial Historic District. The Villa Rica Downtown Development Authority sponsored the nomination and property owners prepared the nomination materials.

2008- The City Council passes a historic preservation ordinance creating the Historic Preservation Commission (HPC).

2010- The HPC commissions a Historic Inventory Assessment with the help of the University of West Georgia to detail potential historic districts, contributing properties and historic assets throughout the city.

2019- The City Council approves a new design review criteria document called “Design Guidelines for Historic Districts and Sites”. The Council also approves 10 scattered sites throughout the city for listing as local historic sites.

2021- City Staff send designation documents to the HPC and City Council for a potential designation of the entire downtown within a unified local and national historic district.

NATIONAL DISTRICTS

- A National Register historic district is a historic district that is listed in the National Register of Historic Places. The National Register is our country's official list of historic places worthy of preservation. It includes individual buildings, structures, sites, and objects as well as historic districts that are historically, architecturally, or archaeologically significant.
- National Register listing recognizes the significance of properties and districts. By doing so, it identifies significant historic resources in a community. Boundaries of National Register districts are tightly drawn to encompass only concentrated areas of historic properties. National Register listing also makes available specific preservation incentives and provides a limited degree of protection from the effects of federally funded, licensed, or permitted activities.
- The National Register is maintained by the U.S. Department of the Interior. In Georgia, the National Register program is administered by the Historic Preservation Division in DCA.

POSITIVES TO NATIONAL LISTING

Grants

Qualifies property owners for federal and state grants for preservation purposes.

Incentives

Certain tax incentives are made available from the federal and state government for property owners to restore their properties.

Status

The status of the properties in question are elevated for grant and loan applications from federal and state sources.

Protection

Provides protection from the effects of federally assisted undertakings.

LOCAL DISTRICTS

- A local historic district is a district designated by a local ordinance, which falls under the jurisdiction of a local historic preservation review commission. A local district commission deals only with the appearance of the district, not with the uses of those properties.
- According to the 1980 Georgia Preservation Act, which makes such local designations possible, a local historic district is a “geographically definable area, urban or rural, which contains structures, sites, and/or works of art which have special historical or aesthetic interest or value; represents one or more periods or styles of architecture typical of one or more eras in the history of the municipality, county, state, or region; and causes that area to constitute a visibly perceptible section of the community.”
- The designation of a local district protects the significant properties and the historic character of the district. It provides communities with the means to make sure that growth, development, and change take place in ways that respect the important architectural, historical, and environmental characteristics within a district.

LOCAL DISTRICTS

- Local designation encourages sensitive development in the district and discourages unsympathetic changes from occurring. This happens through a process called design review, whereby the historic preservation commission approves major changes that are planned for the district and issues Certificates of Appropriateness which allow the proposed changes to take place.

POSITIVES TO LOCAL LISTING

Design Review

Protects the historic character and quality of the district with specific design controls. The local HPC has the ability to review and approve exterior changes to structures or sites before a building permit is issued within the district.

No Use Restrictions

Does not restrict the use to which property is put in the district or require property owners to make improvements to their property.

Prevention

Provides for review of proposed demolitions within designated areas; may prevent or delay proposed demolitions for specific time periods to allow for preservation alternatives.

Protection

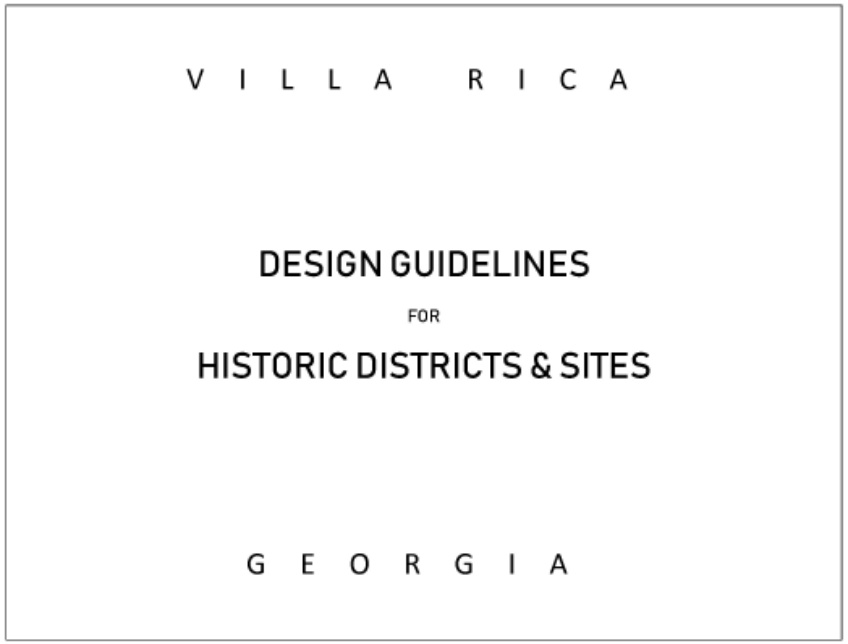
Ensures quality and thoughtful new development complements the existing development.

NATIONAL VS LOCAL

	National	Local	No District
Requires conformance to design guidelines or preservation standards when property is rehabilitated.		X	
Prevents the demolition of historic buildings and structures within designated areas.		X	
Makes available specific federal and state tax incentives for preservation purposes.	X		
Does not restrict the use or disposition of property or obligate private property owners into make improvements to their property in in any way.	X	X	
Provides a limited degree of protection from the effects of federally assisted undertakings.	X		

DESIGN GUIDELINES FOR HISTORIC DISTRICTS AND PLACES

- June 2019 – The City adopted new Design Guidelines for commercial and residential areas.
- The HPC uses this document as a guide for all applications that are submitted to the commission for review.
- Signs, windows, doors, exterior cladding, roofing, paving, and any other “material change” is reviewed by the HPC in conformance with the design standards.
- Not written in stone!



CERTIFICATES OF APPROPRIATENESS (COA)

- A CoA is issued by the commission as an approval to the changes sought by a property owner/business owner.
- The CoA is a prerequisite to any permits to be issued for exterior changes in the district.
- Design review can take 30 days.

City of Villa Rica

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

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.

Date of Application: _____

APPLICANT

Applicant Name: _____
Address: _____ **City**: _____ **State**: _____ **Zip**: _____
Phone: ( ) _____-_____ **Fax**: ( ) _____-_____
Email Address: _____
Owner's Name *(If different than the applicant)*: _____
Address: _____ **City**: _____ **State**: _____ **Zip**: _____
Phone: ( ) _____-_____ **Fax**: ( ) _____-_____
Email Address: _____
NOTE: *A notarized statement signed by the property owner(s) authorizing the Applicant to make this request shall be attached to the application*).

PROPERTY INFORMATION

Property Address: _____ **City**: _____ **State**: _____ **Zip**: _____
Parcel Number: _____ **County**: _____
Zoning District: _____ **General Plan Designation**: _____

Age of Building: _____ **Relocated or Original Site**: _____
Unique Characteristics or History: _____

Detailed Project Description: _____

I, _____, **hereby state that all of the above statements and statements contained in the document submitted with this application are true.**

_____ _____
Signature of Applicant **Date**

REVISED | 08/20/2020

Case # _____

CERTIFICATE OF APPROPRIATENESS REVIEW

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION

The Community Development Director may waive informational requirements upon finding the information is not required to determine compliance with the Zoning Ordinance requirements.

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attached a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. Photographs of the building and existing conditions from all relevant sides;
3. A written statement describing the following:
   a. The proposed change and the effect the proposed change 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;
4. If installing signage or graphics on a building or on the site, or directly behind the window or on a window, a drawing of the signage;
5. Historic plans, elevations or photographs;
6. Name and address of adjacent property owners;
7. Filing fee of $_____.

NOTE: IF YOUR PROJECT GOES TO CITY COUNCIL, YOU WILL BE NOTIFIED BY MAIL IN ADVANCE OF THE HEARING DATE. IF YOU WOULD LIKE TO CHECK MEETING AGENDAS, PLEASE GO TO OUR WEBSITE: WWW.VILLARICA.ORG

Return Form Information:
Villa Rica Historic Preservation Commission
City of Villa Rica
517 W. Bankhead Highway
Villa Rica, GA 30180
Phone: (678) 840-1238
Fax: (770) 459-7003

OFFICE USE: Total Amount Paid: _____ ☐ Cash ☐ Check ☐ Check Card Receipt #: _____

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: _____

Planning Manager's Signature:
Date: _____

REVISED | 08/20/2020

NONCONTRIBUTING PROPERTIES

What is a noncontributing property?

- Nonconforming properties are properties that are located within a historic district and are determined to have lost their architectural compatibility with surrounding properties within the district through adverse changes overtime.

What properties are considered noncontributing?

- 132 W. Montgomery Street
- 208 W. Montgomery Street
- 210 W. Montgomery Street
- 214 W. Montgomery Street
- 216 W. Montgomery Street
- 218-220 W. Montgomery Street
- 228 W. Montgomery Street

Why protect them?

- The properties still have a common history with the surrounding properties.
- Local historic district listing will prevent further adverse changes from happening, and will prevent the degradation of the contributing properties.
- Reviewed to the standards within the Design Guidelines, but does not rise to the same level of scrutiny as a contributing property.

FAQS/MYTHS DEBUNKED

- Does historic district designation reduce the value of my property?
  - No, quite the opposite! Historic district designation has consistently increased the value of property once designated across the country.
- Will inclusion in a local historic district restrict how I may use my property?
  - No. A local historic district is generally “overlaid” on the existing zoning classifications in a community. Therefore, a local district commission deals only with the appearance of the district, not with the uses of those properties.
- Will inclusion prevent me from making changes to my property?
  - Designation does not prevent owners from making changes to their properties, nor does it require them to restore or even fix-up their property (unless they are allowing it to deteriorate and collapse). Designation ensures that alterations, additions or demolitions are in keeping with special character of the area through design review and issuance of COAs.

FAQS/MYTHS DEBUNKED

- Are all buildings in local historic districts necessarily historic?
  - No. A major goal of local historic districts is maintaining the overall character of the area. Reviewing proposed changes to non-historic properties as well as historic properties insures that more recent construction will not become more intrusive and hopefully will become less so. If these properties are not included in the district, there is a greater chance that changes to these properties could have a negative impact on the area or on adjoining buildings.
- If I am unhappy with a decision made by the Commission concerning my Certificate of Appropriateness application, may I appeal?
  - Yes. Appeals may be made to the elected officials and then to the County Superior Court, who will both determine if the HPC abused its discretion – not following the standards in the ordinance or the design guidelines – in reaching their decision.

FAQS/MYTHS DEBUNKED

- What might happen to the value of my property if it is included in a local historic district?
  - Designation of an area as a historic district will not directly affect property values. Because local historic district properties are protected from insensitive development, owners may be more inclined to make improvements to their properties, and this may increase the value of all property in a given district.
  - National and statewide economic studies show that historic district designation first stabilizes property values, then slowly values begin to rise. In most cases, properties in local historic districts appreciate at rates greater than: (a) the local market as a whole, and (b) similar neighborhoods that are not designated.
- Do I have any say as to whether my property is included in a local historic district?
  - Before a local historic district is designated, all residents and owners of property in the proposed local district have the opportunity to express their views at public hearings with the Historic Preservation Commission and City Council. But remember that the HPC and Council are evaluating a property's designation based on objective criteria in the ordinance, not on personal preference. Elected officials are legally obligated to pass laws that treat similarly situated persons alike, and therefore treat similar historic properties uniformly.

FAQS/MYTHS DEBUNKED

- Are there other benefits to creating local historic districts?
  - Yes! A historic district that is aesthetically cohesive and well promoted can be a community's most important attraction. The retention of historic areas as a way to attract tourist dollars makes good economic sense. The protection of local historic districts can also enhance business recruitment potential. Companies continually re-locate to communities that offer their workers a higher quality of life, which is greatly enhanced by successful local preservation programs and stable historic districts.
- Is there an opt-in percentage for forming a local or national district?
  - There are no opt-in requirements for a local historic district. No matter if only one owner agrees to designation or all owners agree, the City Council, at the recommendation of the local HPC, has the authority to designate historic districts based on the content and criteria in the local historic preservation ordinance.
  - There is an opt-in requirement for a national historic district. At least 50% of property owners must agree to form a national district.

PUBLIC NOTIFICATION

- Legal ad placed in Times-Georgian
  - 4 total ads placed (3 of which were consecutive ads placed)
- Article placed in Star Newspaper
- Certified and regular mail letters sent to all property owners
- City’s website calendar
- City’s Facebook Page
- “Hitting the pavement”
- Three public meetings/hearings

QUESTIONS?

Public Meeting Schedule:

- HPC Workshop: April 20th, 2021 @ 6PM (Powell Park)
- HPC Meeting: April 27th, 2021 @ 6PM (Municipal Court)
- City Council Meeting: May 11th, 2021 @ 6PM (Municipal Court)

CITY OF VILLA RICA

City Council Packet

SUBJECT: Library after-hours meeting room use and fee schedule

CITY COUNCIL AGENDA DATE: 7/13/2021

DATE: 06/29/2021

PREPARED BY: Evette Bridges

FISCAL IMPACT: None
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: Meeting room use by community for fee afterhours on days of normal operations.

BACKGROUND:. There have been request in the past for use of the meeting room for times that the library is closed. Under normal circumstances staff is in the building, and allow use of the meeting room until 15minutes before closing. This new option will allow for use of the meeting room for up to 2 hours after closing, with staff in place to maintain the security of the building after the meeting room use is over and to be sure, that rules for use are followed.

STAFF RECOMMENDATION: It is recommended that the use of the room will be limited to 2 hours after normal closing hours only on days of normal operation. The fee of $30.00 per hour for room use is non-refundable and is to be paid at the time of the reservation. Fees are paid (in full), 2 weeks in advance of room use to secure the room. This allows for staffing adjustments and set up needs to be addressed if needed.

Additional fees will be assessed based on needs of the meeting room user (see fee schedule attached).

IMPACT: This nominal fee will be an income source that would cover the overtime (if needed) for staffing that would be in place for after-hours meeting.

MOTION:

Policy	**Date Approved by WGRLS Board**
Meeting Room Policy	9/2007, 5/25/2021

Purpose:
West Georgia Regional Library System ("WGRLS") provides meeting room space as a service to the community for use by individual groups and/or organizations.

Policy:
The general policies and procedures for the use of the meeting rooms in libraries in WGRLS are within the jurisdiction of the West Georgia Regional Library System Board. Each individual library governing body may establish a meeting room policy for the libraries in that county as long as they are not in conflict with the regional policy.

The responsibility for implementing the meeting room policy and for scheduling the use of meeting rooms at each member library rests with the member library manager in charge of the building or their designated representative.

Who May Use the Meeting Room

WGRLS meeting rooms, while primarily a space for the library to use in the provision of library events, may be reserved when available. All non-library activities in the library's meeting rooms must be free of charge and open to the public. The meeting rooms may not be reserved for:

a. Commercial meetings or gathering help for financial gain or furthering a commercial interest. Any goods or services sold must be pre-approved by the library manager.
b. Non-library programs or classes that require a payment for attending.
c. Private social gatherings such as showers, parties, family reunions, etc.
d. Campaign rallies or as an election night headquarters.

Reserving the Meeting Room

Library related functions will be given first priority. Other requests will be filled on a first-come, first-served basis.

Requests for the use of meeting space must be made in person by completing an application form at the member library least one week in advance of the meeting. The individual member libraries may collect a charge to reserve the meeting room. [1]Non-profit groups will not be charged for the use of the meeting rooms. However, individual libraries may charge a refundable security deposit at the discretion of the library governing body.

An up-to-date PINES card is required to make reservations, and charges for any damage caused to the room will be placed on the account of the individual who made the reservation. Non-profit organizations do not require a PINES card to reserve a room, but are still responsible for damages to the space.

Meeting rooms are available for use during normal library hours and must be completely vacated by closing time. Use of the meeting rooms outside of normal library hours is subject to approval by the library governing body and the member library manager.

At the discretion of the library governing body and the member library manager, groups may reserve meeting rooms on a continuing basis. However, groups may not reserve meeting room space more than ninety days in advance.

Groups holding reservations are requested to notify the library of any cancellation at the earliest possible date in order to free the meeting room for other groups. Member library managers must keep a calendar of scheduled use of the meeting rooms. This calendar must be available at the circulation desk or at a location accessible to the supervisor on duty and to the public.

Additional Rules For Meeting Room Use

1. Attendance at meetings must be limited to the specified capacity of the room, with open aisles maintained within the seating arrangement to provide clear access to exits.
2. The length of time needed for the meeting should include time for those organizing the meeting to set up the room and put it back in order at the end of the meeting.
3. The determination of whether staff or kitchen facilities may be used is made by the member library manager.
4. Meeting organizers should discuss and arrange audio/visual setup requirements when filling out the meeting room reservation form.

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[1] Nonprofit organizations are defined as those organizations with proof of incorporation as a nonprofit or charitable entity; any organization recognized as a service organization; or any local group meeting for a specific not-for-profit purpose.

2 For-profit organizations are defined as a group or organization whose purpose is to conduct operations to realize a financial profit.

5. Permission to use the library meeting rooms may be withheld from groups or individuals who damage the room carpet, equipment, or furniture, or failure to comply with this and other WGRLS policies.
6. Use of the meeting room should comply with other WGRLS policies and the Code of Conduct. Groups or individuals who do not do so will be asked to leave.
7. Use of the library's meeting rooms does not constitute endorsement by the library of points of view expressed by the group. Any advertisements of the meeting should have the phrase *The West Georgia Regional Library System does not advocate or endorse the viewpoints of meetings or meeting room users.* The library's name, address, or telephone number should not be used as the contact information for the group or organizer.

WEST GEORGIA
REGIONAL LIBRARY SYSTEM

Villa Rica Meeting Room Reservation Form

Please Print

Organization Name_____Representative_____

Is this a non-profit organization _____ If not,
please list PINES Card of Representative _____

Phone_____Email_____

Expected activity _____

Date(s) Requested _____
Program begins at _____ Program ends at _____

Audiovisual (A/V) Equipment may be available. Please check with the Library Manager about A/V needs then use this space to list items you will be checking out the day of your meeting.

_____
_____

Other Equipment such as kitchen space, lecterns, and dry erase boards may be available. Please check with the Library Manager then use this space to list other items you will be using:

_____
_____

Library staff will not set up chairs and tables in your meeting room or be responsible for items left in the rooms. The length of time needed for the meeting should include time to set up the room and put it back in order at the end of the meeting. Please arrive 15-20 minutes early to set up chairs and tables as needed.

I have received and read the Meeting Room Policy and understand the regulations included. I understand that any failure to abide by this policy, by myself, or my group, may result in a loss of future use of the meeting room, both at this library and potentially those at other West Georgia Regional Library System libraries. I accept responsibility for all damage caused to the building, furnishings or equipment beyond normal wear and/or usage as determined by library staff.

_____
Organization Representative Signature
Date

_____
Library Manager Signature for Approval and Date

Villa Rica After-Hours Fees and Guidelines

Reservations will only be made for library cardholders in good standing

- After-hours use will be limited to a maximum of 2 hours after normal closing hours.
- Applicable fees are to be paid 2 weeks in advance of reservation check-in.
- Payments are non-refundable and are to be in cash.

If you are going to use AV equipment, it is suggested that presenter comes to test all equipment compatibility in advance of the meeting to be confident that all systems comply with needs for the meeting. We are not responsible for incompatibility of room equipment with users' equipment.

After hours Meeting room information		**Rates**
Capacity: 1-50		$30.00 per hour
Set up One of the following can be requested in advance	Classroom Boardroom Auditorium	AV set up – In Advance – $10 AV set up Day of the event $25
Cleaning fee	Assessed with photo documentation if necessary	$50.00 flat fee that will be applied to the library card of the person that has requested the meeting space
Late fee (more than ½ an hour after scheduled end)	Groups who stay later than their requested time will be charged a $25 late fee	For each ½ hour, an additional charge of $25 dollars will be added to the card of the person that has reserved the room as a fine.
Damage Fees	Varies based on the cost to replace or repair damaged items	

Anyone 18 years or older wishing to reserve the meeting room must possess a library card in good standing. A library card in good standing has less than $10 in fines, and is eligible to check out items.

Library Manager Signature for approval _____Date_____

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.

CITY OF VILLA RICA
FINANCIAL UPDATE
May 2021

CASH

	05-31-2020	05-31-2021
Total Cash & CD	$ 18,572,826	$ 25,943,311
General Fund	$ 7,313,729	$ 10,021,292
Water/Sewer Fund	$ 3,268,313	$ 3,574,732
Sanitation/Solid Waste	$ 18,333	$ 70,271
2008 Carroll SPLOST	$ 172,667	$ -
2015 Carroll SPLOST	$ 1,956,294	$ 2,181,118
2016 Douglas SPLOST	$ 1,617,172	$ 2,247,659
2021 Carroll SPLOST	$ -	$ 4,728,502

SELF-FUNDED INSURANCE

BANK BALANCE **$ 726,219**

Contributions		Expenses		Savings
Employer + Employee		*Admin + Claims Paid*		*Difference*
Oct-Dec '20	337,161	Oct-Dec '20	326,863	10,298
Jan - Mar '21	415,711	Jan - Mar '21	393,245	22,466
Apr '21	144,210	Apr '21	220,787	(76,577)
May '21	139,497	May '21	161,872	(22,375)
TOTALS	**$1,036,579**		**$ 1,102,767**	**$ (66,188)**

Hotel / Motel Tax

	May 2020 YTD Amount	May 2021 YTD Amount	
Oct - Dec	$ 27,762	$ 25,101	-10%
Jan - Mar	$ 83,342	$ 65,876	-21%
April	$ 17,289	$ 23,468	36%
May	$ 22,858	$ 32,449	42%
	$ 151,252	**$ 146,893**	

GROWTH

Residential	May 2020 #	May 2020 YTD Amount	May 2021 #	May 2021 YTD Amount
Building Permits	178	$ 371,364	74	$ 239,773
Water Taps	177	$ 265,500	50	$ 75,000
Sewer Taps	178	$ 712,000	80	$ 320,000

OTHER HIGHLIGHTS

	May 2020 One Month	May 2021 One Month
Carroll Co Sales Tax	$ 125,572	$ 158,862
Douglas Co Sales Tax	$ 105,486	$ 135,651

BUSINESS ACTIVITY - *YEAR TO DATE*

WATER/SEWER	May 2020	May 2021
Water Revenue	$ 2,175,692	$ 2,327,462
Sewer Revenue	2,827,224	3,003,987
Misc. Revenue	1,112,689	918,303
Total Revenue	$ 6,115,605	$ 6,249,752
Utility Administrator	$ 315,442	$ 431,322
Water Expenses	907,229	949,377
Sewer Expenses	1,065,352	1,110,659
Dist./Coll. Expenses	768,904	759,246
Debt Expense	1,444,433	1,509,075
Depreciation	1,040,667	1,082,293
Total Expenses	$ 5,542,027	$ 5,841,973
Net Income (Loss)	$ 573,578	$ 407,779

SANITATION/ SOLID WASTE	May 2020	May 2021
Sanitation Revenue	$ 598,594	$ 619,351
Solid Waste Revenue	266,627	278,276
Misc. Revenue	4	1,841
Total Revenue	$ 865,224	$ 899,468
Sanitation Expenses	$ 561,358	$ 608,705
Solid Waste Expenses	241,721	282,155
Depreciation	30,000	42,090
Total Expenses	$ 833,079	$ 932,950
Net Income (Loss)	$ 32,145	$ (33,482)

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The city of Villa Rica in Carroll County supports the consideration of a roundabout at the location specified below.

Local Street Names: W Bankhead Hwy at Industrial Blvd

State/County Route Numbers: US 78/SR 8 at SR 101/SR 61

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the 10 day of February, 2021

Attest: Alisa Dowl
Clerk

By: [signature]

Title: Mayor

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the installation of a roundabout at the intersection of West Bankhead Highway (US 78/SR 8) at Industrial Boulevard (SR 101/SR 61); and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica based on certain conditions associated with the project; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the design and construction of the indicated roundabout; and

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the attached indication of roundabout support to be forwarded to the Georgia Department of Transportation.

IT IS SO RESOLVED, this 10 day of February, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Resolution to Indicate Support for Roundabout at Intersection of Highway 78 and Highway 61/Industrial Blvd.

AGENDA DATE: February 09, 2021
DATE PREPARED: January 26, 2021
PREPARED BY: Tom Barber

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To adopt a resolution indicating support for the construction of a roundabout at the intersection of Highway 78/Bankhead Highway and Highway 61/Industrial Blvd.

BACKGROUND: The Georgia Department of Transportation engaged an engineering firm to study the intersection of Highway 78 and Highway 61/Industrial Blvd. The resulting recommendations include the construction of a roundabout in front of Walgreens, CVS, Dollar Tree, and Bank OZK.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution of support.

IMPACT: The goal of the study was to improve throughput at the Highway 78/Highway 61 intersection and to improve the safety of the Highway 78/Rocky Branch intersection.

MOTION: I move to adopt the resolution of support for the proposed roundabout at the intersection of Highway 78/Bankhead Highway and Highway 61/Industrial Blvd.

Alisa Doyal

From: Tom Barber
Sent: Wednesday, February 10, 2021 2:28 PM
To: Alisa Doyal
Subject: FW: PI 0016466 SR 8 @ Rocky Branch Rd to SR 101
Attachments: Indication of Roundabout local support LETTER for SR 8 @ SR 61SR 101.pdf; Indication of Roundabout local support LETTER for SR 8 @ Rocky Branch.pdf

This is who gets the two letters of support.

Tom

From: Barry, Christina [mailto:cbarry@dot.ga.gov]
Sent: Wednesday, September 30, 2020 11:59 AM
To: Tom Barber <tbarber@villarica.org>
Subject: PI 0016466 SR 8 @ Rocky Branch Rd to SR 101

Good Afternoon Mr. Barber,

After our meeting last week, I followed up with the Safety Group regarding the project that we have for SR 8 @ Rocky Branch Rd. They have asked that the City sign local letters of support for the roundabouts. You may have seen this letter before for other projects. It just says that the City will cover the energy cost/maintenance of the lighting and the maintenance of the landscaping. I have attached support letters for both intersections to this email.

If you could get these signed and returned to me that would help us to move this project along. I have also shared the most recent fatality crash report with the team downtown.

Please let me know if you have any questions.

Thanks!

Christina Barry, PE
District Traffic Engineer

Georgia Department of Transportation

District 6
30 Great Valley Parkway
White, GA 30184
Office: (678) 721-5240
Cell: (470) 423-2964

Vote daily for Columbus Riverwalk, on the banks of the Chattahoochee River, as the People's Choice. Riverwalk was named a top twelve finalist in AASHTO's 2020 America's Transportation Awards. The People's Choice Award is decided by online popular vote. Help GDOT bring home national recognition and a $10,000 award that will be donated to charity.

Alisa Doyal

To: cbarry@dot.ga.gov
Subject: Indication of Roundabout Support
Attachments: 1983_001.pdf

Please find attached the two executed Indication of Roundabout Support documents for W Bankhead Hwy at Rocky Branch Road/Villa Trace and US 78/SR 8 at SR 101/SR 61 in Villa Rica, Georgia. I am sending these on behalf of City Manager Tom Barber.

Thanks.

Alisa Doyal, CMC
City Clerk

City of Villa Rica
571 W. Bankhead Hwy
Direct: 678-840-1212
Office: 770-459-7000
Email: adoyal@villarica.org
Website: www.villarica.org

From: canon_copier@villarica.org <canon_copier@villarica.org>
Sent: Wednesday, February 10, 2021 2:50 PM
To: Alisa Doyal <adoyal@villarica.org>
Subject: Attached Image

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 11, 2021

Mr. Tom Barber
City Manager
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180

RE: Roundabout lighting assistance for SR 8 @ CS 352/CS 968/CONNERS ROAD – P.I. No. 0015679; City of Villa Rica

Dear Mr. Barber,

The Department will require a signed agreement for roundabout lighting installed as part of the above referenced project. The lighting shall be administered in the form of a Local Government Lighting Project Agreement (LGLPA). It will be the responsibility of the City to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are three (3) original copies of the proposed LGLPA between the Georgia Department of Transportation and City of Villa Rica, for City and State participation. It is requested that a Resolution be secured from the City Council before entering into the Agreement, if applicable. By virtue of the Resolution, the City can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including all signatures and seals) to each of the Agreements. Then, please obtain the necessary signatures and appropriate seals from the City Council on all three copies of the Agreement and return all three copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement, as the Department will complete this upon execution.* We will return one copy of the executed Agreement for your files.

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

FOR Christopher Rudd, P.E.
State Design Policy Engineer

Enclosure: Local Government Lighting Project Agreement (3 copies)

cc: Dana Lemon, State Transportation Board, Congressional District 13_
Meg Pirkle, Chief Engineer
Paul DeNard, District 7 Engineer
Hiral Patel, Director of Engineering