

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 WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
September 21, 2021 | 3:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

B. Community Development (Bobby Elliott, Director)

1. ABL-08-21 -To Allow Pouring of Alcoholic Beverages for Taqueria Tapatios, LLC located at 451 W. Bankhead Highway, Villa Rica, GA 30180 and Public Hearing (Bobby Elliott, Director)
2. South Harbour Unit 2A Final Plat Approval and Public Hearing (Bobby Elliott, Director)
3. ALT-02-21 - Extension of Rezoning for Avemore (RA-06-18) and Clarification of the Number of Senior Housing Units Approved in 2018 and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
4. RA-07-21 - Parcel # V06 0040139 - 113 Reed Road - Inline Communities, LLC of Atlanta, GA has Requested a Rezoning of a 75-Acre Vacant Parcel from Single-Family Agricultural (AG) to Single-Family Urban (R2) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
5. Liberty Pointe Unit 4 Final Plat and Public Hearing (Bobby Elliott, Director)
6. VA-08-21 - 352 Jada Lane - WJH, LLC of Norcross, GA Request for Variances and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
7. VA-09-21 403 Jada Lane - WJH, LLC of Norcross, GA Request for Variances and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
8. VA-10-21 405 Jada Lane - WJH, LLC of Norcross, GA Request for Variances and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
9. Special Exception: Requesting an Exemption to Section 9.37(h) of the Villa Rica Sign Ordinance and Public Hearing (Chris Montesinos, Deputy Director)
10. Special Exception: Request to Modify the Required 25 Foot Setback For a Billboard and Public Hearing (Chris Montesinos, Deputy Director)
11. Amendment to Table 4.3 - Permitted Uses Table Contained in City of Villa Rica Zoning Code and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
12. Amendment to Section 9.03(2) - Multifamily and Single-Family Attached Design Standards and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
13. Revision to Villa Rica Development Regulations Relative to Stream Buffers (Bobby Elliott, Director)
14. Flowers Bakery Driveway Culvert Design (Bobby Elliott, Director)

C. Public Works (Bobby Elliott, Director)

1. Bathroom Renovations at Gold Dust (Nic Griffin, Building Fleet Maintenance Manager)

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

1. Library After-Hours Meeting Room Use and Fee Schedule (Evette Bridges, Library Manager)

E. Information Technology (Jim Chambers, Manager)

1. Reconfiguration and Upgrade of Network Infrastructure
2. Network Room Cleanup and Network Cable Recertification at the Police Department and Courtroom

F. Utilities (Pete Zorbanos, Director)

1. Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways (John Bain, Deputy Utilities Director)
2. Ratification of Emergency Purchase of Supervisory Control and Data Acquisition (SCADA) System for Water Plant
3. Replacement of the Lake Cowan #2 Raw Water Pump
4. Concrete Removal at the Old West Plant Site

G. Finance (Jennifer Hallman, Director)

1. Request Approval of a Three-Year Proposal from Mauldin & Jenkins, LLC to Provide External Audit & Single Audit Services for Fiscal Years 2021 - 2023.
2. Proposed FY22 Operating & Capital Budget

H. Deputy City Manager/CFO (Sarah Andrews)

1. Approval of Additional Services Through Paycom

I. City Manager (Tom Barber)

1. Approval of Second Phase of Professional Services Agreement with Gilbert, Harrell, Sumerford & Martin Law Firm
2. Three Rivers Commission - Area Agency on Aging Contract for Services for Fiscal Year 2023
3. Set Dates for 2021 Cleanup Week

J. Consent Agenda Review (Mayor Gil McDougal)

K. 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.)

L. Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Packet

SUBJECT: Taqueria Tapatios LLC

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9, 2021

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow pouring of alcoholic beverages at 451 W. Bankhead Highway, Villa Rica, GA 30180.

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

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the pouring license restaurant application for Taqueria Tapatios LLC, located at 451 W. Bankhead Highway, Villa Rica, GA 30180.



Public Hearing Date

City Council: September 21, 2021

Request: Alcohol Beverage Permit

Project Description: Pouring License Restaurant

Applicant: Taqueria Tapatios LLC
Licensee: Gonzalo Melendez Gonzalez
38 Hidden Valley Drive, Villa Rica, GA 30180

Location: 451 W. Bankhead Highway, Suite 113, Villa Rica, GA 30180, Ward 5

Parcel Number(s): V02 0070179

Current Zoning: C2

Current Land Use: Commercial

Location and Zoning Requirements:

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned C2 (Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request TAQUERIA TAPATIOS LLC Pouring License Restaurant permit at 451 W. Bankhead Highway, Suite 113, Villa Rica, GA 30180.

Public Response:

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


Bobby C. Elliott, P.E.
Director of Community Development

Attachments:

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



City of Villa Rica Alcohol License Application

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

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

NON-REFUNDABLE APPLICATION FEE

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

TYPE OF LICENSE/Annual License Fee (Check One Only)		TYPE OF OUTLET
☐	Retail Package Malt Beverages & Wine \$300.00	☐ Retail Package Sales
☐	Retail Package Malt Beverage \$200.00	☒ Restaurant
☒	Pouring License Restaurant \$3,500.00	☐ Special Event
☐	Pouring License Private Club \$5,000.00	☐ Supper Club
☐	Pouring License Private Club \$3,500.00	☐ Private Club
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) \$200.00	☐ Wine & Craft Beer Boutique
☐	Retail Package Wine \$100.00	
☐	Limited Pouring License Restaurant \$500.00	
☐	Limited Pouring License Supper Club \$3,000.00	
☐	Limited Pouring License Private Club \$500.00	
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant) \$500.00	
☐	Wine Tasting (In Conjunction with Retail Package Wine License) \$100.00	
☐	Wine & Craft Beer Boutique \$500.00	

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Gonzalo Melendez Gonzalez 38 Hidden Valley Dr., Villa Rica, GA 30180
Full Name Address

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

Tagueria Tapatios, LLC

Federal Tax ID: 816 - 3633227

Gonzalo Melendez, 38 Hidden Valley Dr., Villa Rica, GA 30180
Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

Gonzalo Melendez, 38 Hidden Valley Dr., Villa Rica, GA 30180 50%
Full Name Address % Interest

Javier Melendez 124 Madison Ave., Temple, GA 30179 50%
Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Full Service Restaurant

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

Gonzalo Melendez 38 Hidden Valley Dr., Villa Rica, GA 30180
Full Name Address

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

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

Taqueria Tapatios

4. Address of business for which application is made:

451 W Bankhead Hwy, Ste. 113, Villa Rica, GA 30180

Phone Number:

Business

Home

770 - 301 - 7552

Mailing Address: 451 W Bankhead Hwy, Ste. 113, Villa Rica, GA 30180

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

PART II

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

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

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

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

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

☐
☒
☐
☒
☐

A copy of the Deed to the premises to be licensed, if owned by applicant.

A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.

In the case of a Partnership, a copy of the Partnership Agreement.

In the case of a Corporation, a copy of the Articles of Incorporation.

A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

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

☒ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

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

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

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

Rad Johnson	2317 Larchmont Villa Rica GA	22 yrs.	
Name	Residence	Business Address	Number of Years Known

Tom Large	10003 Lakeview Pkwy Villa Rica GA	20 yrs.	
Name	Residence	Business Address	Number of Years Known

Ramon Zavala	4371 W. Linda Dr Douglasville GA	22 yrs.	
Name	Residence	Business Address	Number of Years Known

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

Mexico

Place of Birth

10/8/1979

Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

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


Applicants Signature (FULL NAME IN INK)

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

This 27th day of July, 20 21.


Notary Public My Commission Expires: December 3, 2021

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

Taqueria Tapatios, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **04/28/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/30/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 4/28/2021 5:51:54 PM

BUSINESS INFORMATION

CONTROL NUMBER	21113244
BUSINESS NAME	Taqueria Tapatios, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	04/28/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	451 W BANKHEAD HWY, STE 113, VILLA RICA, GA, 30180, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
JAVIER MELENDEZ	124 Madison Ave, Temple, GA, 30179, USA	Carroll

ORGANIZER(S)

NAME	TITLE	ADDRESS
Javier Melendez	ORGANIZER	124 Madison Ave, Temple, GA, 30179, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Javier Melendez
AUTHORIZER TITLE	Organizer



City of Villa Rica

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

I (we) Tagueria Tapatios

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

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

451 W Bankhead WBY Villa Rica GA Suite #113

Street Address

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

Javier Melendez G.

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Javier Melendez signed his or her
Applicant

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

This 22nd day of June, 20 21.

Nyree Simpson

Notary Public



AFFP

LIQ LIC_TACQUERIA TAPATIOS

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

NOTICE OF APPLICATION FOR ALCOHOL BEVERAGE
(Pouring License Restaurant)

Melissa Wilson, being duly sworn, says:

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

July 29, 2021

TACQUERIA TAPATIOS LLC dba TAQUERIA TAPATIOS has filed an application to pour and serve alcoholic beverages, including mixed drinks, on premises of 451 W. BANKHEAD HWY, STE 113, VILLA RICA, GA 30180 as a RESTAURANT. A public hearing on the application will be held on TUESDAY, SEPTEMBER 14, 2021 at 6:00 P.M. at the HOLT BISHOP JUSTICE CENTER, MUNICIPAL COURT ROOM, 101 MAIN STREET, VILLA RICA, GA. For additional information on this application contact the Community Development Department at (678)840-1224.

Publication Fees: \$ 22.00

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

SIGNED:



Subscribed to and sworn to me this 29th day of July 2021.





70034579 70123217

JAVIER MELENDEZ
TACQUERIA TAPATIOS LLC
40 VILLA ROSA RD STE 0
TEMPLE, GA 30179

LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF CARROLL

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into this 16th day of April, 2021 by and between TRI-COUNTY PLAZA PARTNERS, LLC, a Georgia limited liability company (hereinafter "Landlord") and Gonzalo Melendez, an individual, resident of the State of Georgia, and Javier Melendez, an individual resident of the State of Georgia, jointly and severally, (hereinafter "Tenant"), whose address for the purpose herein is 451 West Bankhead Highway Suite 113;

WITNESSETH:

In consideration of the rents and covenants hereinafter set forth Landlord and Tenant agree as follows:

1. (a) **PREMISES.** Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to rent from Landlord those certain premises (1800 square feet) known as Suite 113 Tri-County Plaza, Villa Rica, Georgia, per plat prepared by Harrison Engineering Associates (hereinafter "Premises") and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, to have and to hold, all and singular said Premises together with rights and privileges and appurtenances thereunto belonging, for the term of this Lease unless the term is sooner ended and/or terminated as hereinafter set forth. Tenant's proportionate share for the purpose of calculating taxes, common area maintenance, and/or insurance is 3.21 % (three point two one percent).

2. **TERM.** The Lease shall be effective and commence on April 16th, 2021 and shall end on April 30th, 2022.

3. **RENT.**

(a) **Rent.** Tenant shall pay to Landlord monthly installments of base rent on the first day of each month during the Term of this Lease without any prior demand therefore and without any deduction or set-off, as follows:

April 16th, 2021– May 31st, 2021 - \$1.00 which includes common area maintenance and proportionate share of taxes.

June 1st, 2021 – August 31st, 2021 - \$1000.00 per month which includes common area maintenance and proportionate share of taxes.

September 1st, 2021 – November 30th, 2021 - \$1500.00 per month which includes

5 ME
GMB

common area maintenance and Proportionate share of taxes.

December 1st, 2021 – April 30th, 2022- \$1800.00 per month which includes common area maintenance and proportionate share of taxes.

Upon execution of the Lease, Tenant shall pay in advance the months of June 2021, April 2022 and one month deposit (\$1800.00) for a total of \$4600.00.

(b) Late Payments. If Tenant shall fail to pay on or before the fifth (5th) day of each month during the Term of the Lease, any rental payment required hereunder, then Tenant, upon demand, shall pay a late charge of five (5%) percent of said rental payments. The provisions of this Lease with respect to any obligation of Tenant to pay sums to Landlord or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

(c) Insufficient Checks. Any checks tendered by Tenant to Landlord which are returned for insufficient funds or any other cause shall immediately be made good by the payment to Landlord by Tenant in good and immediate funds of said amount and Tenant shall further be liable to Landlord, upon demand, for a charge of \$100.00 in the instance of each such returned check for Landlord's expense in so processing said returned check. Said charge shall be in addition to and not in lieu of the five percent (5%) late charge provided for in the immediately preceding paragraph. All rental payments shall be made by Tenant to Landlord at such address and to such person as shall be indicated in writing by Landlord to Tenant.

(d) Security Deposit. Upon execution of this Lease, Tenant shall pay Landlord the amount of \$1800.00 as Security Deposit.

(e) Option to Renew. Provided that Tenant has complied with all the terms of this Lease, and with Landlord's consent Tenant shall have the option to renew for three additional years, beginning on May 1st, 2022 and ending on April 30th, 2025. The rent per month shall be \$1800.00 which includes common area maintenance and proportionate share of taxes. The \$1800.00 paid at the signing of the Lease for April 2022 rent, will be transferred to April 2025.

4. UTILITIES. Tenant shall immediately pay when due any and all utility bills including but not limited to water, sewer, gas, electricity, fuel, light and heat and any and all charges for garbage collection services or other sanitary services rendered in or to the Premises, maintenance costs of all systems and equipment except for Landlord's obligations under paragraph 7 below and elsewhere specifically set forth in the Lease. Except as hereinafter provided, Tenant recognizes and agrees that it shall maintain the Premises and all improvements thereon and shall keep and render same at all times in a condition of at least the standard maintained as of the commencement of the Lease. Upon the request of Landlord, Tenant shall confirm to Landlord the payment of all said such items for which Tenant has the liability to pay hereunder. Upon the failure of Tenant to pay any such sums due, Landlord may but shall not have the obligation to pay any and all such sums and to seek immediate reimbursement from

SMG

Tenant for any such sums so paid.

(a) Tenant's Insurance. Tenant, at its expense, shall maintain during the Lease Term, (i) "all-risk" property insurance covering (1) all of the items included in the leasehold improvements constructed in the Premises (collectively, the "Improvements"), including but not limited to demising walls and the heating, ventilating and air conditioning system and (2) Tenant's trade fixtures, and personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "Special Form" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds from such insurance relating to the Improvements shall be used solely for the repair, construction and restoration or replacement of the Improvements damaged or destroyed and (ii) commercial general liability insurance, with a minimum limit of Two Million and No/100ths Dollars (\$2,000,000.00) per occurrence and a total minimum combined general liability of Two Million and No/100ths Dollars (\$2,000,000.00) for property damage, personal injuries or deaths of persons occurring in or about the Premises and the Land. Tenant's policy shall (i) name Landlord as an additional insured, (ii) insure on an "occurrence" and not a "claims-made" basis, (iii) not be cancelable unless thirty (30) days' prior written notice shall have been given to Landlord, and (iv) contain a contractual liability endorsement. Such policies (or certificates thereof) shall be delivered to Landlord by Tenant prior to the Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate.

(b) Landlord's Insurance. Landlord shall maintain during the Lease Term, "all-risk" property insurance on a replacement cost basis for the full insurable value of the Premises.

(c) Damage Waiver. The insurance policies obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant their officers, directors, employees, manager, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver.

(d) Insurance Standards. Tenant's insurer shall have an A.M. Best policyholder's rating of A- or better and a financial rating of VI or better (or their equivalent), and the policies required above shall provide for commercially reasonable deductibles and coverages.

5. POSSESSION AND USE OF PREMISES. The Premises shall be used as a restaurant and for no other purposes without the prior written consent of the Landlord. The

Premises shall not be used for any illegal purposes nor in any manner to create any nuisance or trespass nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

6. DEFAULT BY TENANT.

(a) Right to Re-Enter. The following shall be considered for all purposes to be defaults under and breaches of this Lease: (i) any failure of Tenant to pay any rent or other amount when due hereunder after ten (10) days written notice; (ii) any failure by Tenant to perform or observe any other of the terms, provisions, conditions, and covenants of this Lease for more than thirty (30) days after written notice hereunder; (iii) a determination by Landlord that Tenant has submitted any false report required to be furnished hereunder; (iv) anything done by Tenant upon or in connection with the Premises or the construction of any part thereof which directly or indirectly interferes in any way with or results in a work stoppage in connection with construction of any part of the Premises or any other tenant's space; (v) the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors; (vi) this Lease or Tenant's interest herein or in the Premises or any improvements thereon or any property of Tenant are executed upon or attached; (vii) the Premises come into the hands of any person other than expressly permitted under this Lease; or (viii) any claim or lien is asserted or recorded against the interest of Landlord in the Premises, or any portion thereof, on the account of or extending from any improvement or work done by or at the instance or for the benefit of Tenant or any person claiming by, through, or under Tenant or from any improvement or work the cost of which is the responsibility of Tenant. In any such event, and without grace period, demand, or notice (the same being hereby waived by Tenant except as provided herein or at law), Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective, and shall have the right, either before or after any such termination, to re-enter and take possession of the Premises, remove all persons and property from the Premises, store such property at Tenant's expense, and sell such property if necessary to satisfy any deficiency in payments by Tenant as required hereunder, under process of Georgia law. Nothing herein shall be construed to require Landlord to give any notice before exercising any of its rights and remedies provided for in this Lease. Notwithstanding anything to the contrary herein contained, if Tenant commits two (2) defaults hereunder with respect to which notice is herein required, and commits an additional default within twelve (12) months thereafter, no notice shall thereafter be required to be given by Landlord as to any such subsequent default during such twelve (12) month period (as Tenant hereby waiving the same) before exercising any or all remedies available to Landlord.

(b) Right to Relet. If Landlord re-enters the Premises as above provided, or if it takes possession pursuant to legal proceedings or otherwise, it may either terminate this Lease, or it may, from time to time, without terminating this Lease, make such alterations and repairs as it deems advisable to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable; upon each

such reletting all rentals received by Landlord therefrom shall be applied, first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including brokers and attorney's fees and costs of alternations and repairs; third, to rent due hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as it becomes due hereunder.

If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay such deficiency to Landlord. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

(c) Attorney's Fees. Tenant's obligation to reimburse Landlord for attorney's fees as referred to in this Lease shall include all legal costs, fees, and expenses arising out of: (i) Tenant's default in the performance or observance of any of the terms, covenants, conditions, or obligations contained in this Lease and Landlord places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery of possession of the Premises in the hands of an attorney or (ii) Landlord's incurring any fees or out of pocket costs in any litigation, negotiation or transaction in which Tenant causes Landlord to be involved or concerned, in either event regardless of whether or not suit is actually filed.

(d) Miscellaneous. In the event of any breach or threatened breach by Tenant of any of the terms and provisions of this Lease, Landlord shall have the right to injunctive relief as if no other remedies were provided for herein for such breach.

Any rights and remedies reserved by or granted to Landlord under this Lease, at law or in equity, are distinct, separate, and cumulative, and the exercise of any one of them shall not be deemed to preclude, waive, or prejudice Landlord's right to exercise any or all others.

Tenant expressly waives any right to assert a defense based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment herein shall bar Landlord from bringing any subsequent actions or proceedings from time to time.

Whenever in this Lease Landlord has reserved or is granted the right of "re-entry" into the Premises, the use of such word is not intended nor shall it be construed to be limited to its technical legal meaning.

Tenant waives and releases any claim arising out of or related to the payment of percentage rent by any successor tenant in the Premises to whom Landlord may relet the Premises, but nothing contained herein shall obligate Landlord to relet if Tenant shall default hereunder.

(e) Jurisdiction and Venue. Any action, suit, or proceeding relating to, arising out of, or in connection with the terms, conditions, and covenants of this Lease may be brought by Landlord against Tenant in the State Court of Carroll County, Georgia.

7. OBLIGATIONS OF LANDLORD. Landlord shall be responsible for the repair and maintenance of the roof and structural walls in the Premises. As to the duties and obligations of Landlord hereunder, Tenant shall give written notice to Landlord of any repairs or maintenance required to the Premises and upon request will to its best knowledge without investigation or inquiry designate specifically those acts necessary to so repair and maintain the Premises and shall further confirm to Landlord the completion by Landlord of said acts of repair and maintenance. Except as herein provided, Landlord does not have any liability for the upkeep and maintenance of the Premises and Tenant recognizes and agrees that all such duty and liability for repair and maintenance is that of Tenant. Landlord shall not have any duty or obligation to inspect the Premises.

8. OBLIGATIONS OF TENANT. Except for the obligations of Landlord set forth above, Tenant accepts the Premises and throughout the Term Tenant shall, at its expense, maintain the Premises in first class order and repair, including the sprinkler system, plumbing, and electrical systems and all other improvements located thereon. Tenant shall maintain all areas of the Premises including all glass and all exterior doors in a condition comparable to the condition as of the date of the Lease commencement, including repairs due to the negligence of Tenant, its agents, employees or invitees. Tenant warrants and represents that it shall return the Premises to Landlord upon the expiration of this Term or any prior termination thereof in the same condition and repair as exists on the Commencement Date, natural wear and tear excepted. Tenant hereby indemnifies and holds harmless Landlord from any and all cost, claim, expense or liability, including attorney's fees and costs of court arising out of or in connection with any repair of or maintenance to the Premises which is the obligation of Tenant. Tenant further warrants and represents that it shall keep and maintain the Premises free and clear from any liens or claims of liens by any materialmen, subcontractors, or others arising out of any and all maintenance or repair to the Premises. Notwithstanding the foregoing, if any such mechanic's or materialmen's lien should be filed and/or claimed against or encumber the Premises, then Tenant shall within twenty (20) days of the filing or claiming thereof fully discharge and release the same from the Premises by posting bond or otherwise. If Tenant shall fail to do so, Landlord may, but shall not have any duty or obligation to do so, satisfy, discharge or release same and any cost or expense, including attorney's fees and costs of court incurred by Landlord in connection therewith shall become additional rent to be paid by Tenant upon demand. Tenant shall during the Term maintain the HVAC systems under a service contract, including seasonal maintenance and filter changes, with a reputable heating and air conditioning contractor suitable to Landlord. On all repairs, Tenant shall be responsible for the first \$300 of the bill. Repairs (not caused by Tenant's negligence or lack of maintenance of the HVAC system) over \$301, shall be Landlord's responsibility.

9. DESTRUCTION OF OR DAMAGE TO PREMISES. If at any time during the Term, of this Lease the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualty, rental shall abate in such proportion as use of the Premises has been destroyed and, subject to the availability of insurance proceeds, Landlord shall repair and rebuild the Premises so as to restore the same to the condition existing prior to

such damage or destruction. Such repair and rebuilding shall be done with all reasonable dispatch and Landlord shall use its best efforts to make available insurance proceeds to which Landlord has any interest under the fire and casualty policy above referenced and required and upon the completion of said repair and restoration rental shall recommence as provided for hereunder. However, in the event Tenant fails to maintain the fire and casualty insurance policy required under paragraph 4 above, rental shall continue without abatement and Landlord shall have no obligation to repair and restore the Premises hereunder.

10. INDEMNITY. Tenant does hereby indemnify and hold harmless Landlord, its agents, servants and employees, from and against any and all claims, costs, damages, expense and liability, including attorney's fees and costs of court to any persons or property by reason of or arising out of the use or occupancy of the Premises by Tenant, its servants, agents, employees, invitees, licensees, or guests and anyone acting by, through or under any of the aforesaid and any and all other expenses incurred by the Landlord regarding same.

11. LAWS, WASTE AND NUISANCE. Tenant shall at all times during the Term, of this Lease and at Tenant's sole cost and expense comply with all governmental laws, ordinances, orders and regulations affecting the Premises, whether now in force or hereafter in force; comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, Tenant's insurance company and other organizations establishing insurance rates; not suffer, permit or commit any waste or nuisance; not conduct any auction, distress, fire or bankruptcy sales; cause all refuse and debris be removed from the Premises at regular intervals and at any time upon demand of Landlord; and not suffer, permit or cause any obnoxious odors in or about the Premises. Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition and in accordance with all rules and regulations of governmental agencies having jurisdiction all at the sole cost and expense of Tenant and Tenant shall comply with all requirements of law by statute, ordinance or otherwise affecting the Premises and all appurtenances thereto. The laws of the State of Georgia shall govern the validity, performance and enforcement of this Lease.

12. CONDEMNATION.

(a) If there is a condemnation of the whole of the Premises or such portion thereof, or twenty-five percent (25%) or more of the parking area on the Property, as shall render the Premises unusable for the purposes hereunder leased, by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall hereby cease from the day when possession thereof is taken by public authorities and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither Tenant nor Landlord shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of the Lease as herein provided.

(b) If only a portion of the Premises or the Property shall be so taken so as not to render the Premises unusable for the purposes hereunder leased, then in such event Landlord may, at its cost and expense and to the extent reasonably possible, fully repair the Premises to the

condition existing prior to such taking. If the taking includes a portion of the building on the Premises, the liability for the payment of rent during any such period of repair may partially abate with Tenant having the liability for the payment to Landlord of the percentage of such rental payment(s) as calculated based upon the prorata portion of the heated and cooled area rendered unusable by such taking

13. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, assign or sublease the Premises or any portion thereof to any other party. Any consent to any assignment or sublease shall not destroy this provision and all later assignments or subleases shall be likewise made only upon Tenant securing from Landlord its prior written consent. Any assignee or sublessee of Tenant permitted by Landlord shall, at the option of Landlord, become directly liable to Landlord for all obligations of Tenant hereunder. In no event shall the act of any such sublease or assignment and the agreement by Landlord thereto relieve Tenant from liability hereunder.

14. FURNITURE AND FIXTURES. Tenant acknowledges that the furniture, fixtures and equipment ("FFE") currently in the Premises are the property of the Landlord and shall return all FFE to the Landlord in good operating condition, ordinary wear and tear excepted. Improvements of any nature or kind affixed to the Premises by Tenant shall not be removed by Tenant, and upon the expiration or earlier termination of this Lease they shall become the exclusive property of Landlord.

15. LIMITATION OF LIABILITY. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land, buildings and improvements comprising the Premises for the collection of any judgment (or other judicial process) arising out of any default or any breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord and that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's remedies.

16. ESTOPPEL CERTIFICATE. Tenant shall upon the request by Landlord execute and promptly deliver to Landlord or any designee of Landlord a written declaration in recordable form certifying and confirming any and all information requested by Landlord or any mortgagee of Landlord as to the status of the Lease in compliance with any and all of the terms and provisions thereof.

17. OFFSET STATEMENT, ATTORNMEN, SUBORDINATION.

(a) Offset Statement. Within ten (10) days after Landlord's written request Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (i) ratifying this Lease, (ii) stating the commencement and termination dates; and (iii) certifying: (1) that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended (except by such writings as shall be stated), (2) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (3) that no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed), (4) as to advanced rent, if any, paid by Tenant, (5) the date to which rent has

Jm6

GM6

been paid, (6) as to the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

(b) Attornment and Quiet Enjoyment. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises or the building in which the Premises is located or this Lease, or if the Premises or such building comes into the hands of a mortgagee, ground lessor, or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder. Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgage, ground lessor, or other person requires. Provided Tenant performs the terms, conditions and covenants of this Lease, and subject to the terms and provisions hereof, Landlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Premises, for the Lease Term, without hindrance, claim or molestation by Landlord or any other person lawfully claiming under Landlord.

(c) Subordination. The Lease shall be secondary, junior, and inferior at all times to the lien of any first mortgage or mortgages and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "mortgage") which now or hereafter are a lien upon any part of Landlord's tract and to all renewals, modifications, replacements, consolidations and extensions thereof, and Tenant shall execute and deliver all documents required by any mortgagee or security holder to effect such subordination. Provided, that this Lease shall be subordinate to any lease or mortgage that does not presently exist only if the lessor or mortgagee has agreed in writing with Tenant, in a form that Tenant may record in the applicable real property records, that so long as Tenant is not in default under this Lease beyond any applicable cure period, this Lease will not be extinguished or terminated by the foreclosure or other enforcement of such lease or mortgage.

18. ATTORNEY IN FACT. Tenant recognizes and agrees that it shall execute and promptly deliver to Landlord any estoppel certificate, attornment or subordination agreement requested by Landlord for Tenant's execution and, upon the failure of Tenant to execute any such document within fifteen (15) days of receipt by Tenant of such document from Landlord, Landlord shall become and is hereby constituted the attorney in fact for Tenant for the limited purpose of executing such document.

19. END OF A TERM. At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, natural wear and tear alone excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. If Tenant fails to remove any of its property from the Premises upon the expiration or other termination of this Lease, such property shall be deemed abandoned and shall become the property of Landlord or at the option of Landlord may be removed by Landlord and Tenant shall immediately pay to Landlord upon demand any and all cost and expense incurred by Landlord in such removal.

20. ACCESS TO PREMISES. Landlord has the right and privilege to enter upon the

Premises to place thereon "for rent" or "for sale" signs thirty (30) days prior to the expiration or other termination of this Lease. Landlord may enter the Premises at all reasonable- hours to exhibit same to prospective purchasers or tenants and to make such repairs as are the obligation of Landlord or permitted for Landlord to make, including those which are the duty and liability of Tenant. Landlord shall use his best efforts to give notice to Tenant of his intention to enter the Premises. Landlord may enter the Premises for the purpose of rendering any repairs to any property of Landlord adjoining the Premises. For the purpose of providing Landlord the right and privilege to enter upon the Premises for the purposes above stated, Tenant shall provide to Landlord upon the date that the Tenant takes possession of the Premises any and all keys necessary to enable Landlord to gain full access to the Premises and the building located thereon.

21. BROKER. The parties agree that no brokers have been involved in this Lease and each party indemnifies and holds harmless the other from and against any and all claims for brokerage fees by brokers with whom such party may have dealt.

22. CANCELLATION OF LEASE BY LANDLORD. It is mutually agreed that in the event the Tenant shall default in the payment of rent, when due, and fails to cure said default within ten (10) days after receipt of written notice thereof from the Landlord, or if Tenant shall be in default in performing any of the terms and provisions of this Lease other than the provision requiring the payment of rent, and fail to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord, notwithstanding if the default is in the nature that cannot be cured within thirty (30) days after notice thereof, upon notice thereof, Tenant shall commence to cure said default, and pursue the cure diligently or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if any judgment should be levied upon or attached under process against Tenant and not be satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord, at his option, may at once or within three (3) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant stating the date upon which such termination shall be effective. After an authorized assignment or subletting of the entire Premises covered by this Lease, the occurrence of any of the foregoing defaults or events shall affect this Lease if caused or suffered by Tenant or its assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or agent herein named. Upon termination by Landlord, Tenant shall at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects under process of Georgia law.

23. EXTERIOR SIGNS. Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord which consent shall not be unreasonably withheld. Any and all signs placed on the Premises by Tenant with Landlord's written consent shall be maintained in a first class condition at the expense of Tenant and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of

said signs and Tenant agrees upon removal of said signs to repair all damage incident to such removal. There will be no banners installed in lieu of store signage, whether temporary or permanent.

24. PARKING LOT MAINTENANCE. Tenant acknowledges that from time to time its customers may leave trash in the parking lot. Tenant shall be responsible for maintenance and policing of all trash, debris, and items which may be on or around the parking lot immediately in front of the Premises leased hereunder to Tenant. In the event Landlord gives notice to Tenant of a violation of this section, Tenant shall have five (5) days in which to clean up and remove all such trash and debris. In the event Tenant does not remove such trash and debris within said five (5) day notice period, Tenant shall be liable to Landlord for a clean-up fee in an amount equal to \$100.00 for the first violation and \$200.00 for each subsequent clean-up violation.

25. NO ESTATE IN LAND. This Agreement shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's prior written consent.

26. HOLDING OVER. If Tenant remains in possession of the Premises after expiration of the Term, if applicable, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession without Landlord's consent, the rental rate for such holdover period shall be equal to 150% of the rate prevailing at the end of the Lease.

27. ATTORNEY'S FEES AND HOMESTEAD. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord all homestead rights and exemptions to the extent permitted by law.

28. RIGHTS CUMULATIVE. All rights, power and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

29. SERVICE OF NOTICE. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices hereunder, and all notices required or permitted under this Lease, the person in charge of the Premises at the time of such service, and if no person is in charge of or occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to said Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from said Premises. For purposes hereunder the addresses of Landlord and Tenant shall be as first stated and set forth under this Lease. Any and all notices required or permitted hereunder shall be in writing and shall be deemed delivered upon the date of personal delivery via overnight delivery service, or the date of postmark, if mailed, U. S. Mail, postage prepaid, certified mail, return receipt requested to the appropriate address as hereunder provided for.

30. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

31. TIME OF ESSENCE. Time is of the essence of this Agreement.

32. DEFINITIONS. "Landlord" as used in this Lease shall include Landlord, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include Tenant, its representatives, assigns and successors and if this Lease shall be validly assigned or sublet shall include also Tenant's assignees or by Tenant sublessees, as to the Premises or any portion thereof covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

33. N/A.

34. DRAFTS NOT AN OFFER TO ENTER INTO A LEGALLY BINDING CONTRACT. The parties hereto agree that the submission of a draft of this Lease Agreement by one party to another, or attorneys representing them, is not intended by either party to be an offer to enter into a legally binding contract with respect to the Lease of this space. The parties shall be legally bound with respect to the Lease only if and when the parties have been able to negotiate all the terms and provisions of this Lease in a manner acceptable to each of the parties in their respective sole discretion, including, without limitation, all of the Exhibits and Schedules hereto, and each of Landlord and Tenant have fully executed and delivered to each other a counterpart of this Lease, including, without limitations, all Exhibits and Schedules hereto.

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

Jm6
[Signature]

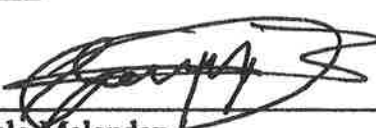
6/16

LANDLORD:

TRI COUNTY PLAZA PARTNERS, LLC

By: 
Armando Delgado, Managing Partner

TENANT:

By: 
Gonzalo Melendez

By: 
Javier Melendez

Witness: 

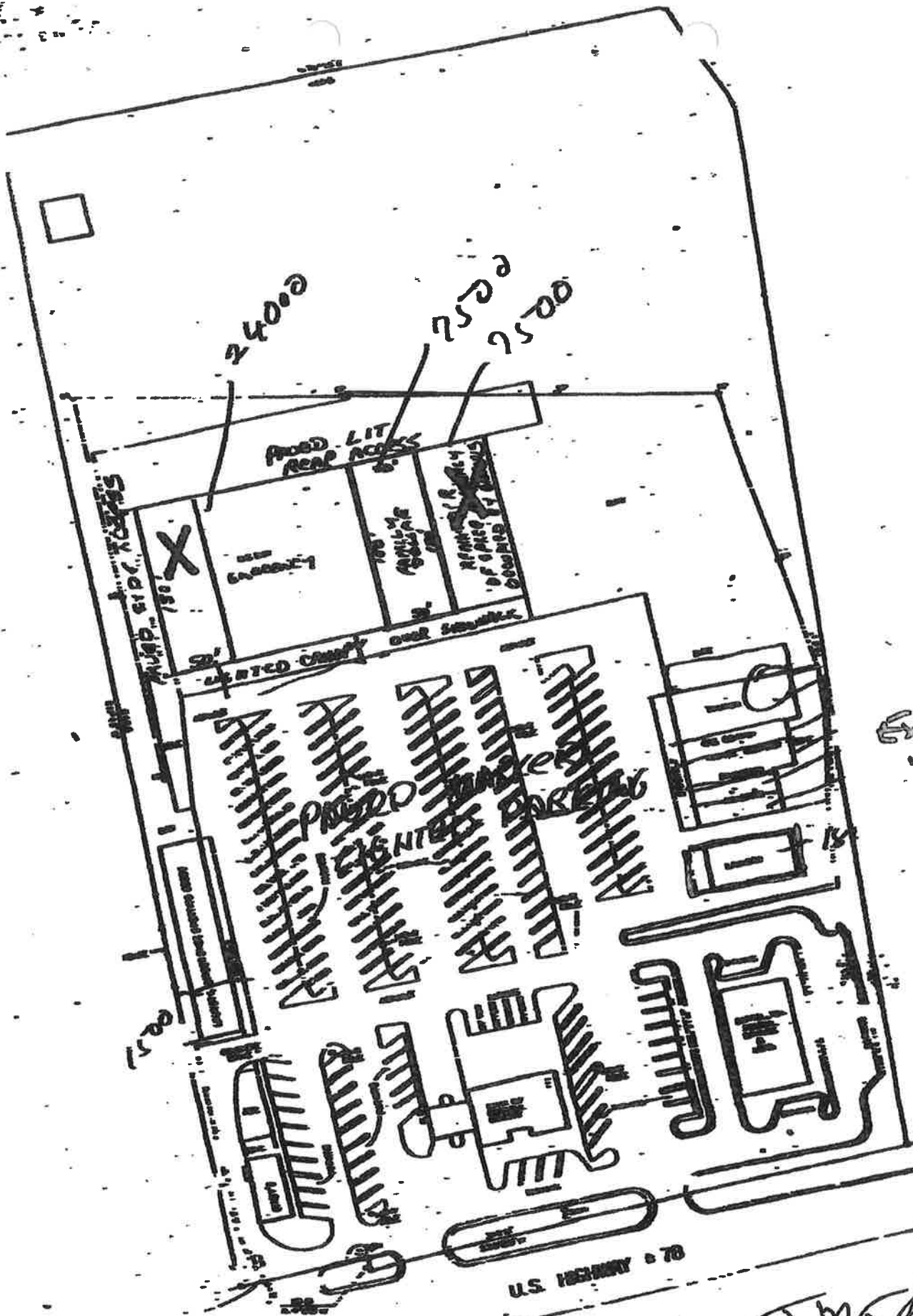


EXHIBIT
"A"

6/9/6

JMB



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: South Harbour Unit 2A Final Plat
AGENDA DATE: September 21, 2021

DATE PREPARED: September 9, 2021
PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A

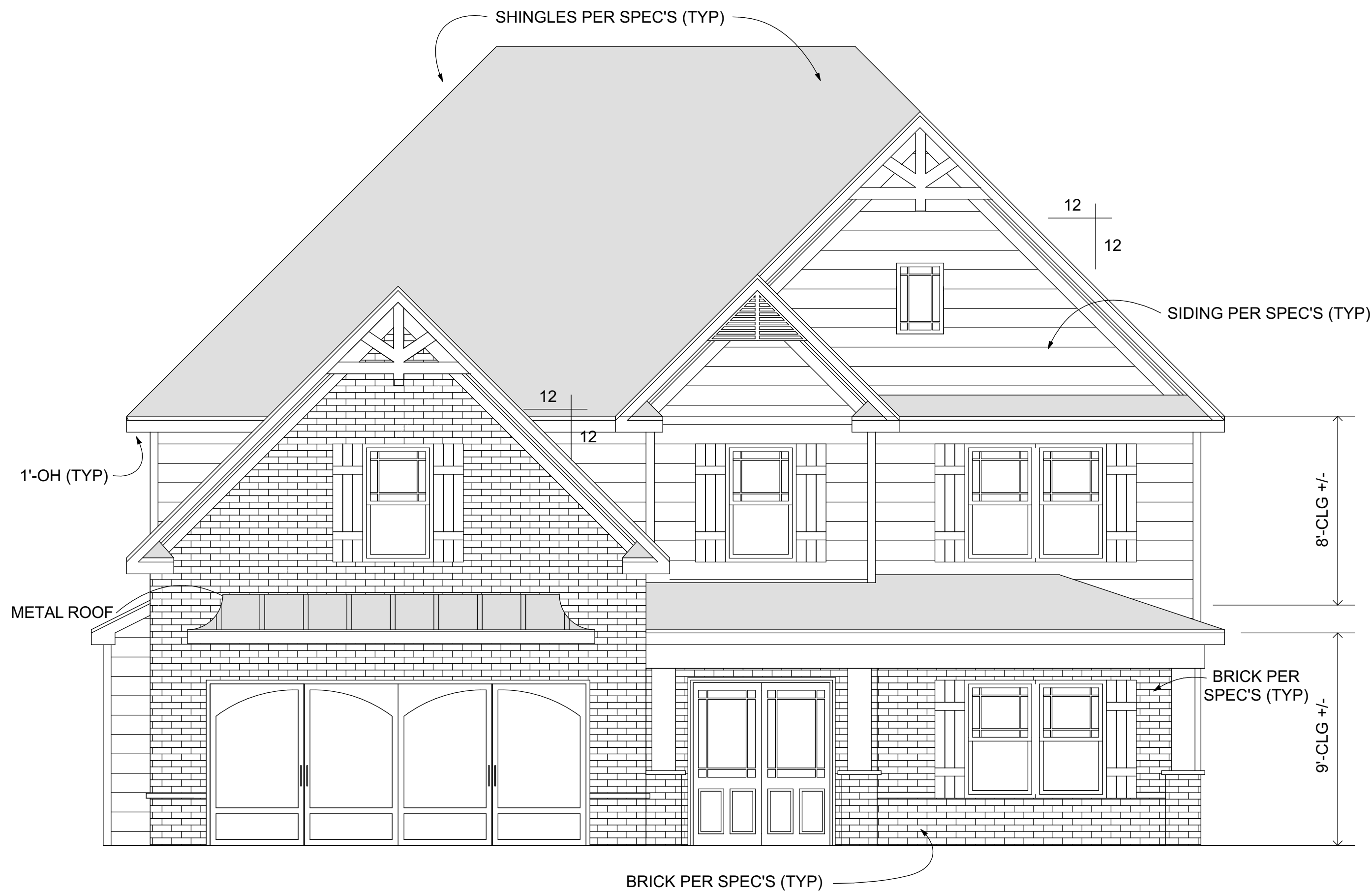
PURPOSE: The purpose of this agenda item is for Mayor and City Council to approve the Final Plat for South Harbour Unit 2A.

BACKGROUND: South Harbour Unit 2A is one of the last phases of a development left over from the housing downturn that happened in 2007-08. Infrastructure was installed and roads paved but the unit was never final platted. This phase has 48 lots. The plat has been reviewed for content, street light fees have been paid and the maintenance bond has been posted. This unit has also been inspected by City staff and found to be satisfactory.

STAFF RECOMMENDATION: Staff recommends approval of the Plat.

IMPACT:

MOTION: I move to approve the Final Plat for South Harbour Unit 2A.



FRONT ELEVATION
1/4"-----1'-0"

DOUBLE GARAGE

THE COBALT
ELEVATIONS A

DWG. BY:
PWL

DATE:
10-20-11

SHEET:
1

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

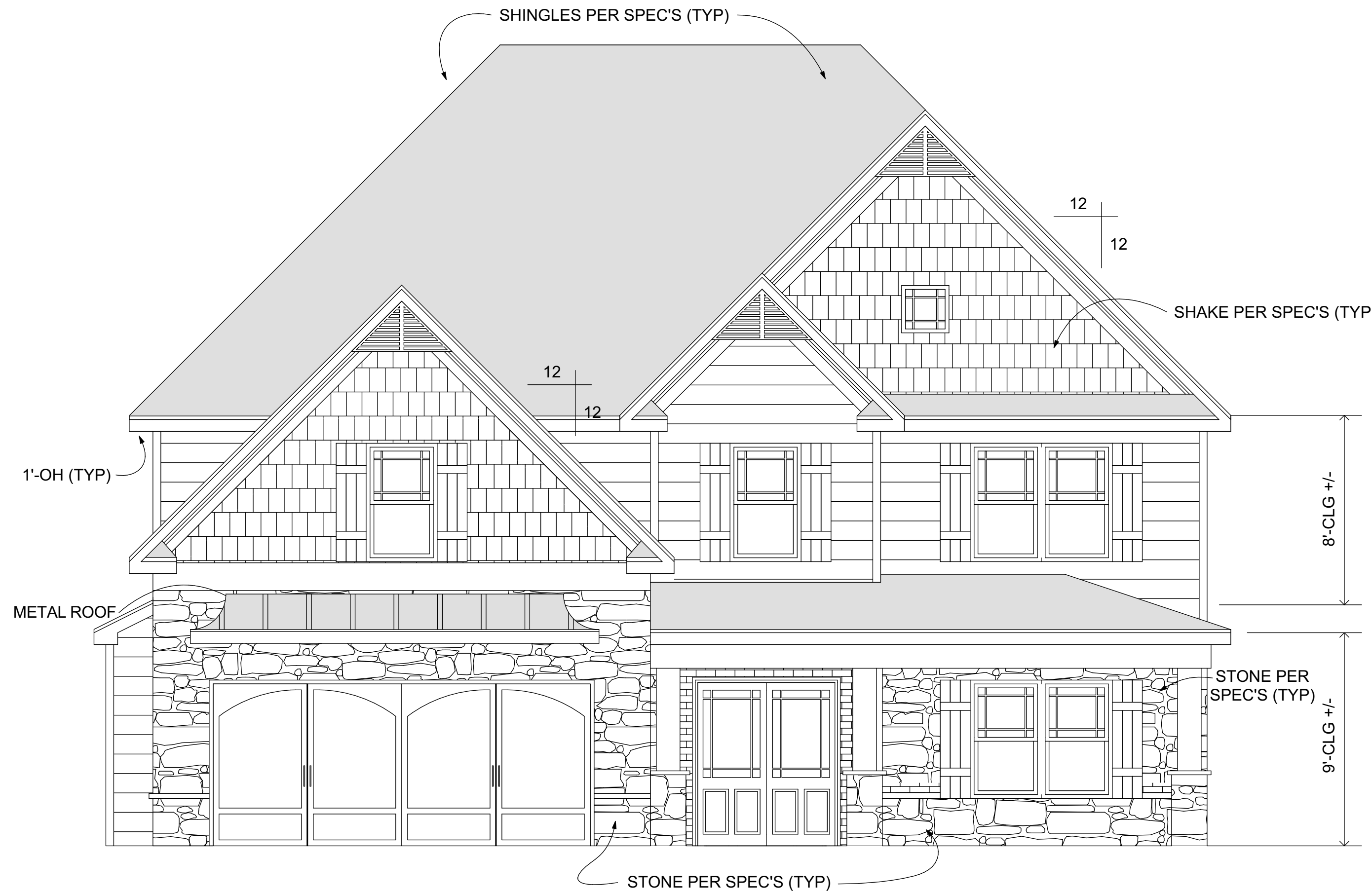
WE PLAN
HOMES
TEL: 770-816-0741
WWW.WEPLANHOMES.COM

REV.

DATE

GENERAL REV./HIP ROOF

1-31-18



FRONT ELEVATION
1/4"-----1'-0"

DOUBLE GARAGE

THE COBALT
ELEVATIONS B

DWG. BY:
PWL

DATE:
10-20-11

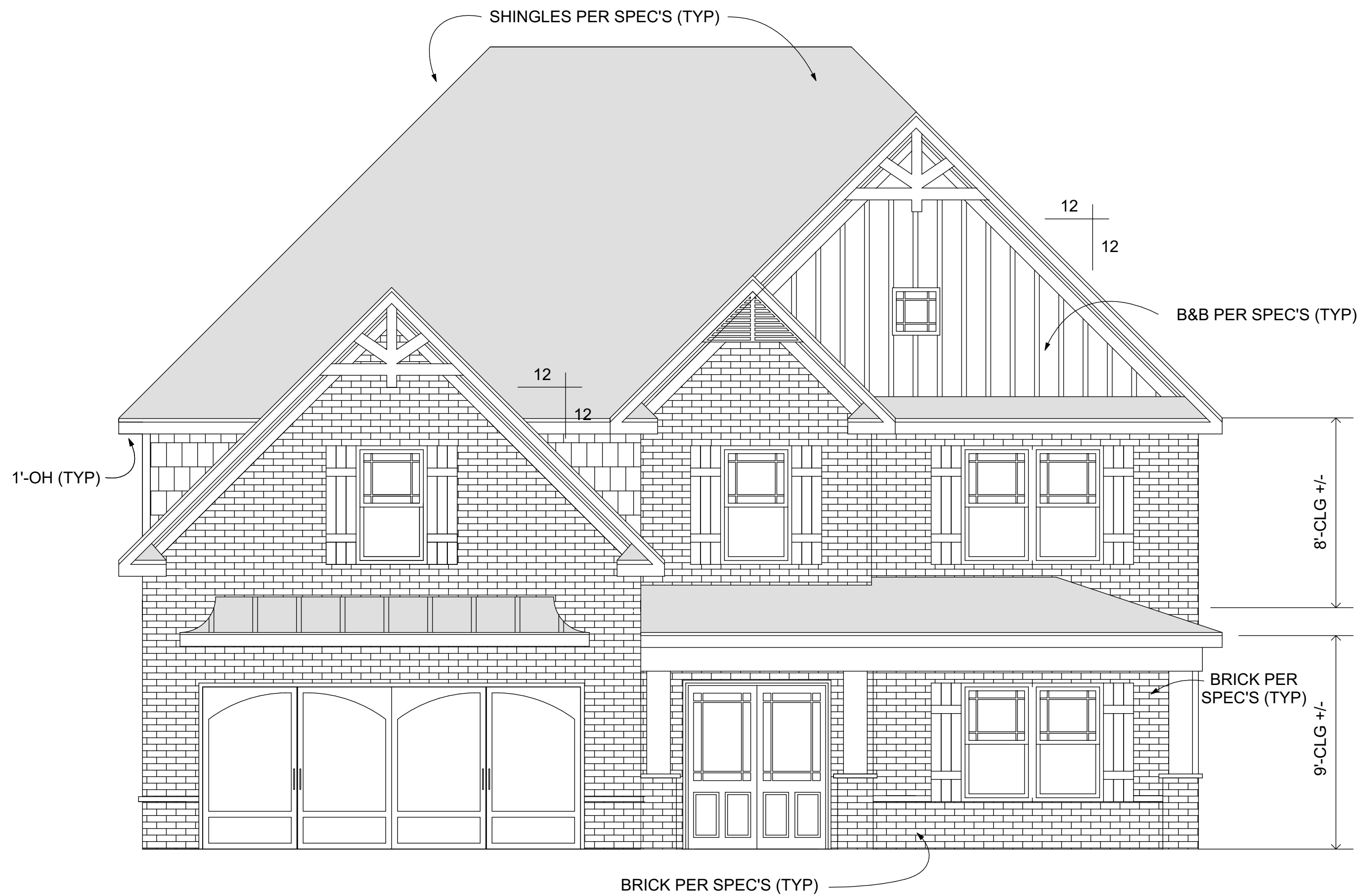
SHEET:
1

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

WE PLAN
HOMES
TEL: 770-816-0741
WWW.WEPLANHOMES.COM

DATE
1-31-18

REV.
GENERAL REV./HIP ROOF



FRONT ELEVATION
1/4"-----1'-0"

DOUBLE GARAGE

THE COBALT
ELEVATIONS C

DWG. BY:
PWL

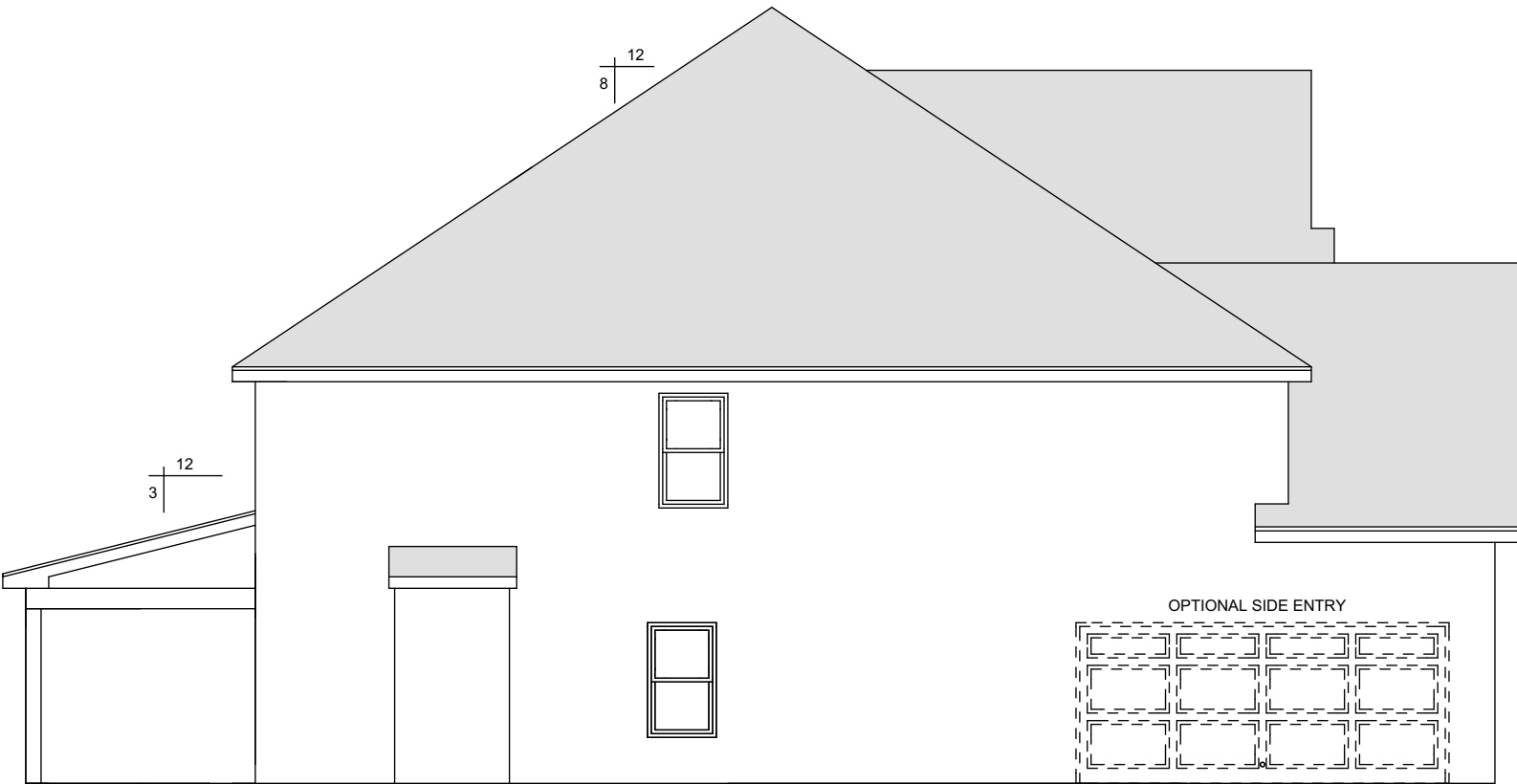
DATE:
10-20-11

SHEET:
1

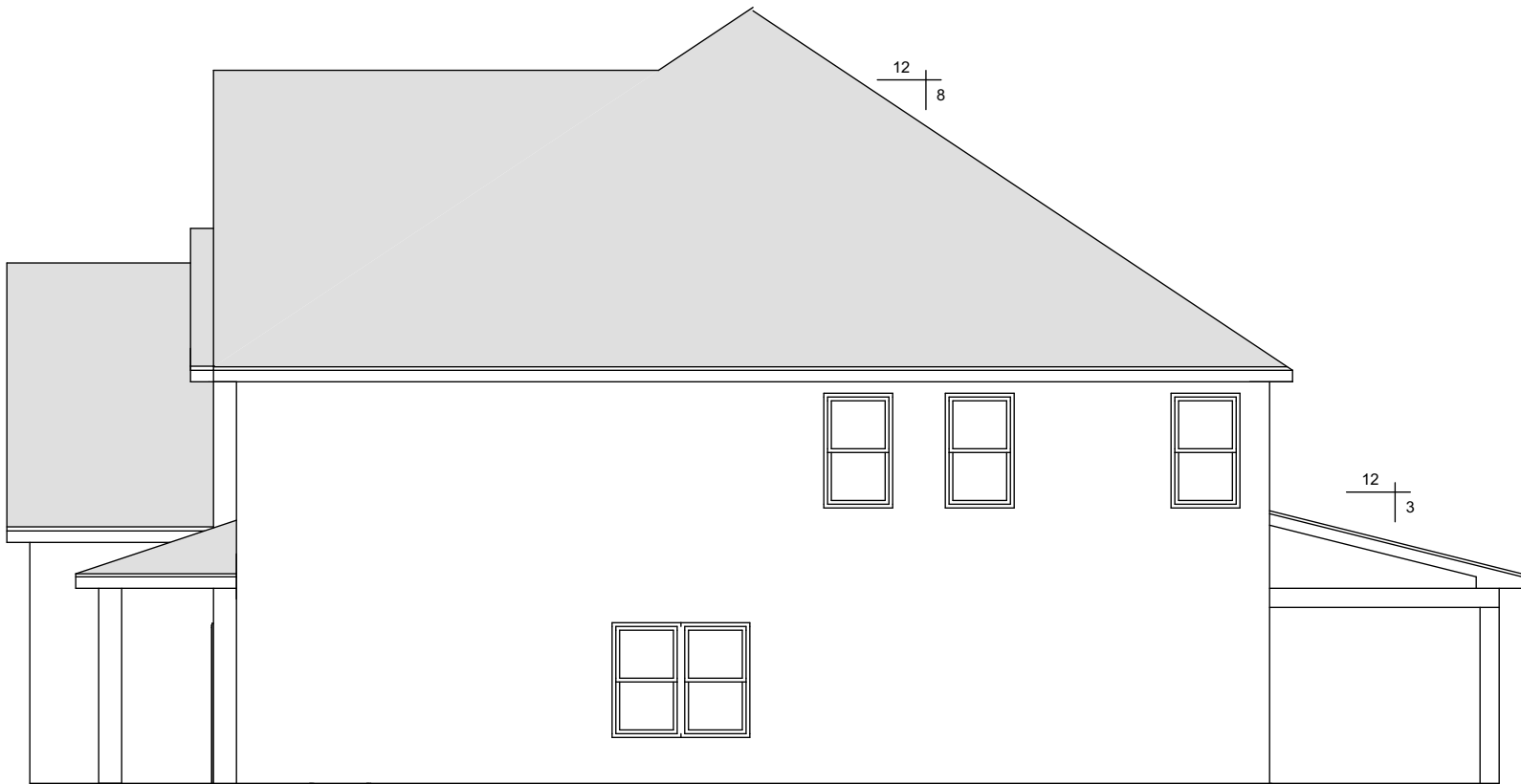
**WE PLAN
HOMES**
TEL: 770-816-0741
WWW.WEPLANHOMES.COM

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

REV.	DATE
GENERAL REV./HIP ROOF	1-31-18



LEFT ELEVATION
1/8"----1'-0"



RIGHT ELEVATION
1/8"----1'-0"



REAR ELEVATION
1/8"----1'-0"

TRIPLE GARAGE

THE COBALT
SIDE ELEVATIONS

DWG. BY:
PWL

DATE:
10-20-11

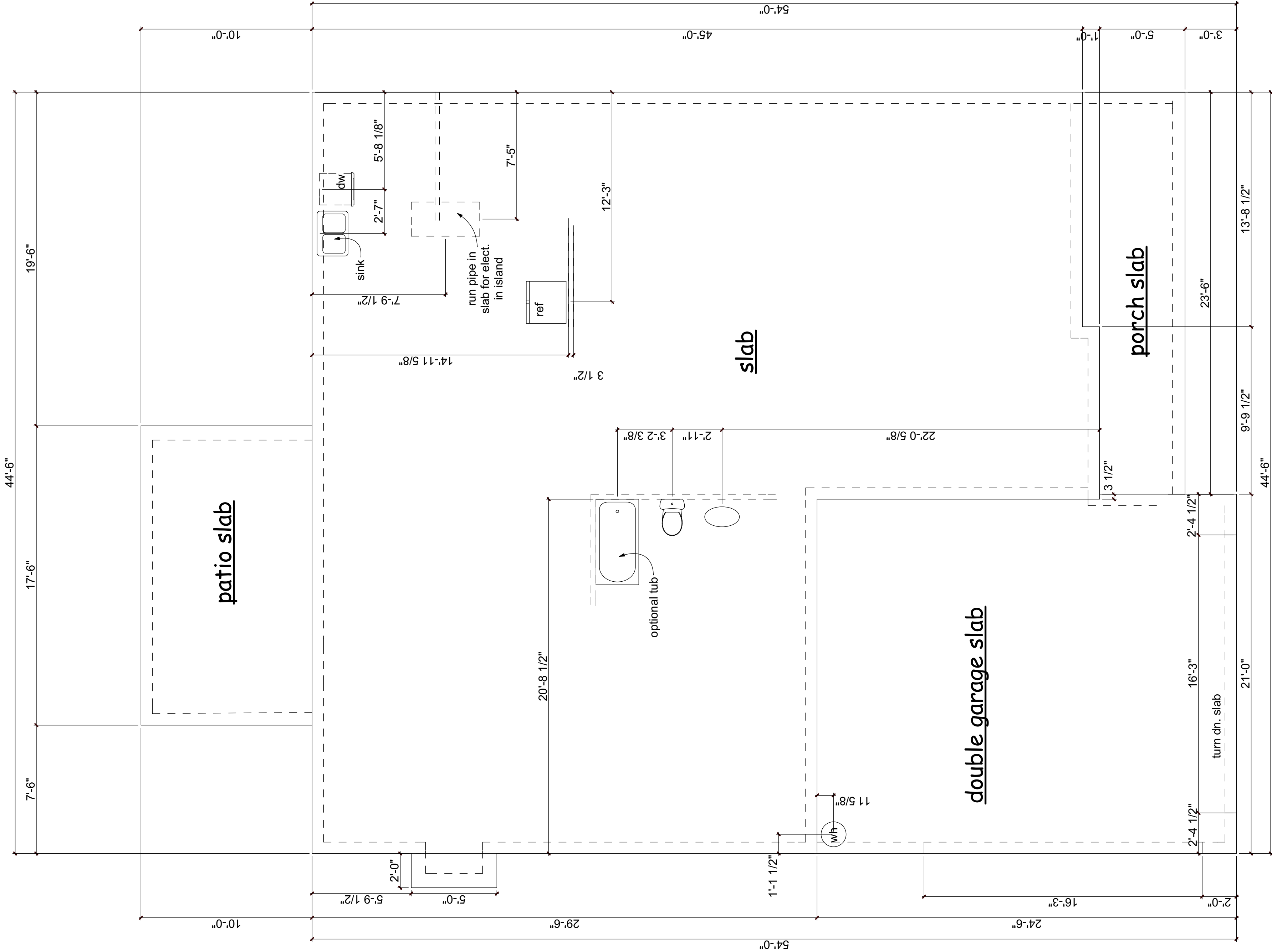
SHEET:
1-S

WE PLAN
HOMES
TEL: 770-616-0741
WWW.WEPLANHOMES.COM

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

DATE
1-31-18

REV.
GENERAL REV./HIP ROOF



DOUBLE GARAGE

THE COBALT
SLAB

WE PLAN HOMES
TEL: 770-616-0741
WWW.WEPLANHOMES.COM

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

DATE	REV.
1-31-18	GENERAL REV./HIP ROOF

DATE	REV.
1-31-18	GENERAL REV./HIP ROOF

SHEET:
2

DATE:
10-20-11

DWG. BY:
PWL



**WE PLAN
HOMES**

TEL: 770-616-0741 WWW.

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

DATE	REV.
1-31-18	GENE

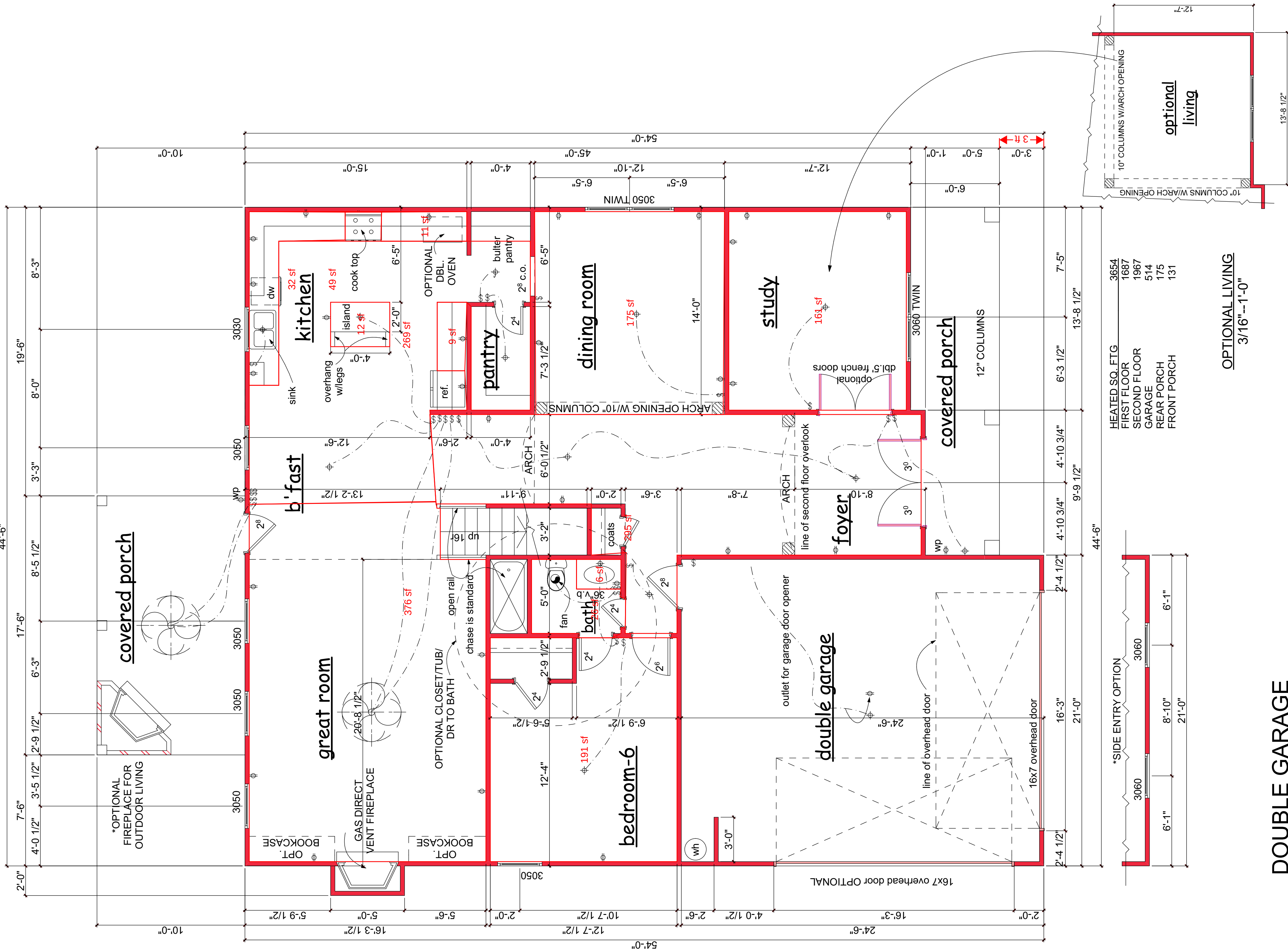
DWG. BY:
PWL

DATE:
10-20-11

SHEET:

2

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS)-RELEASED FOR CONSTRUCTION.



DOUBLE GARAGE

DATE: 10-20-11

DATE: 1-31-18

REV. GENERAL REV./HIP ROOF

WE PLAN HOMES

ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES

WWW.WEPLANHOMES.COM

TEL: 770-616-0741

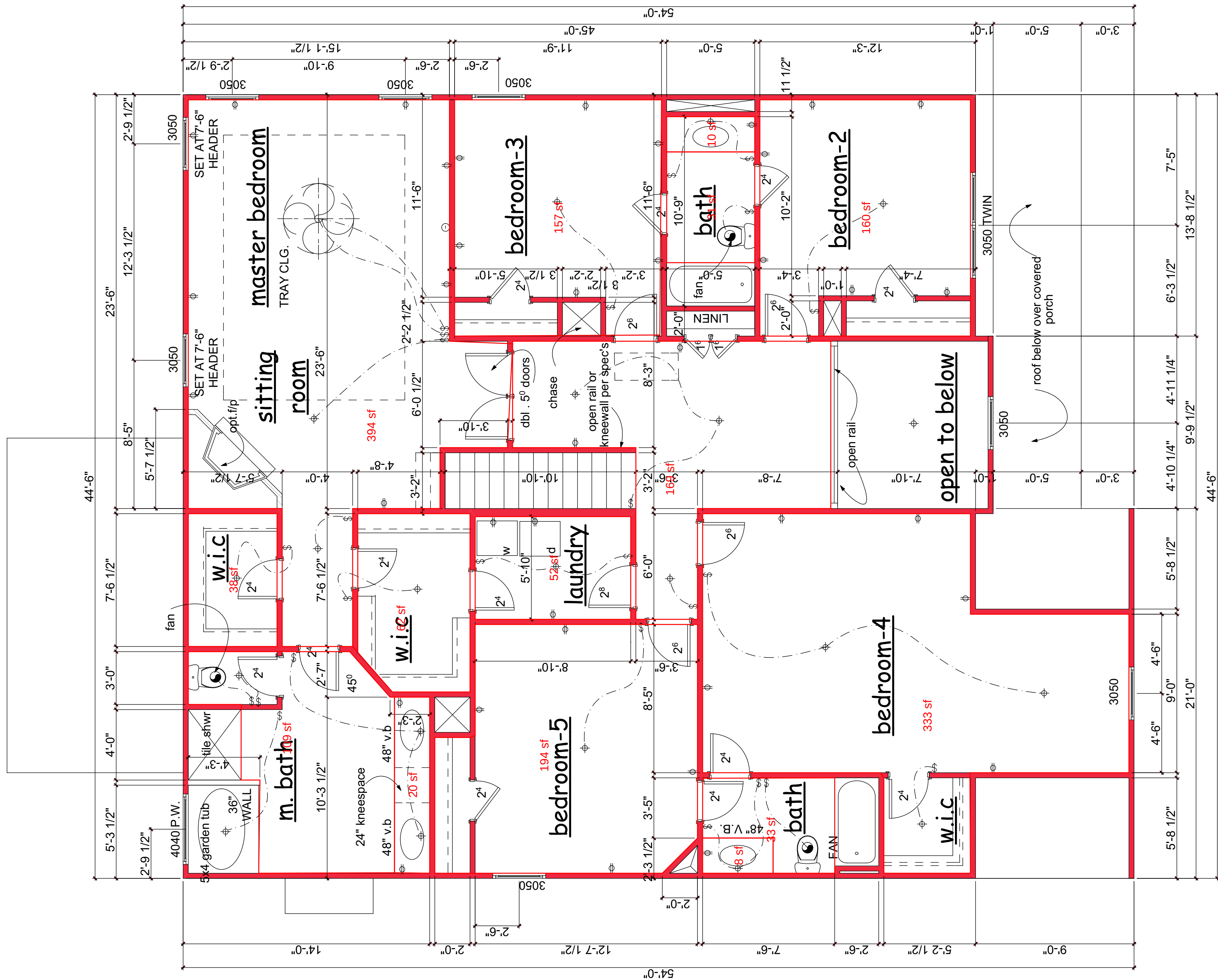
THE COBALT

FIRST FLOOR

3

SHEET:

DWG. BY: PWL



DOUBLE GARAGE

THE COBALT
SECOND FLOOR

DWG. BY:
PWL

DATE:
10-20-11

SHEET:

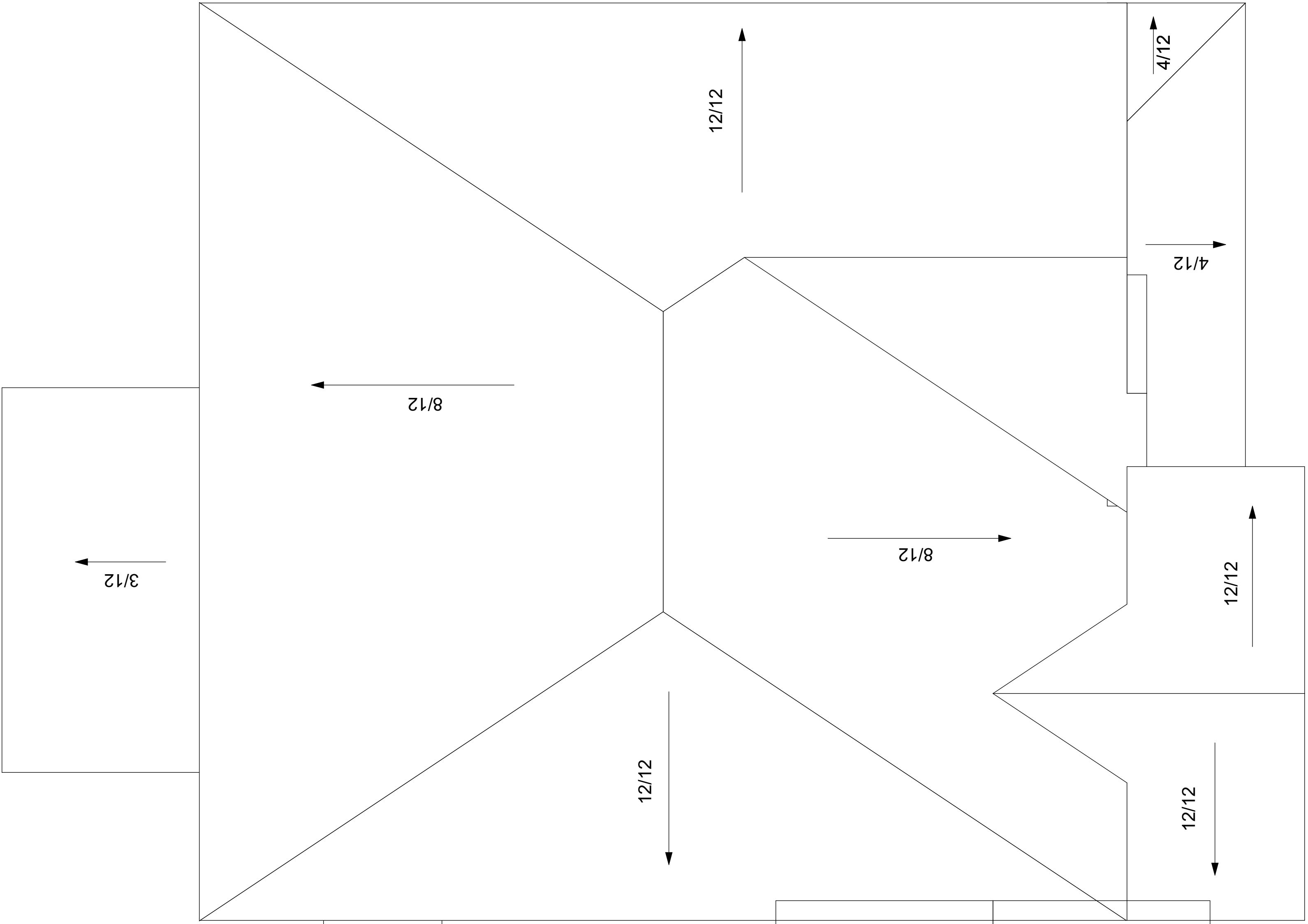
4

WE PLAN
HOMES
TEL: 770-816-0741
WWW.WEPLANHOMES.COM

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

DATE
1-31-18

REV.
GENERAL REV./HIP ROOF



DOUBLE GARAGE

THE COBALT

ROOF PLAN

DWG. BY:
PWL

DATE:
10-20-11

SHEET:

5

WE PLAN
HOMES

TEL: 770-816-0741 WWW.WEPLANHOMES.COM

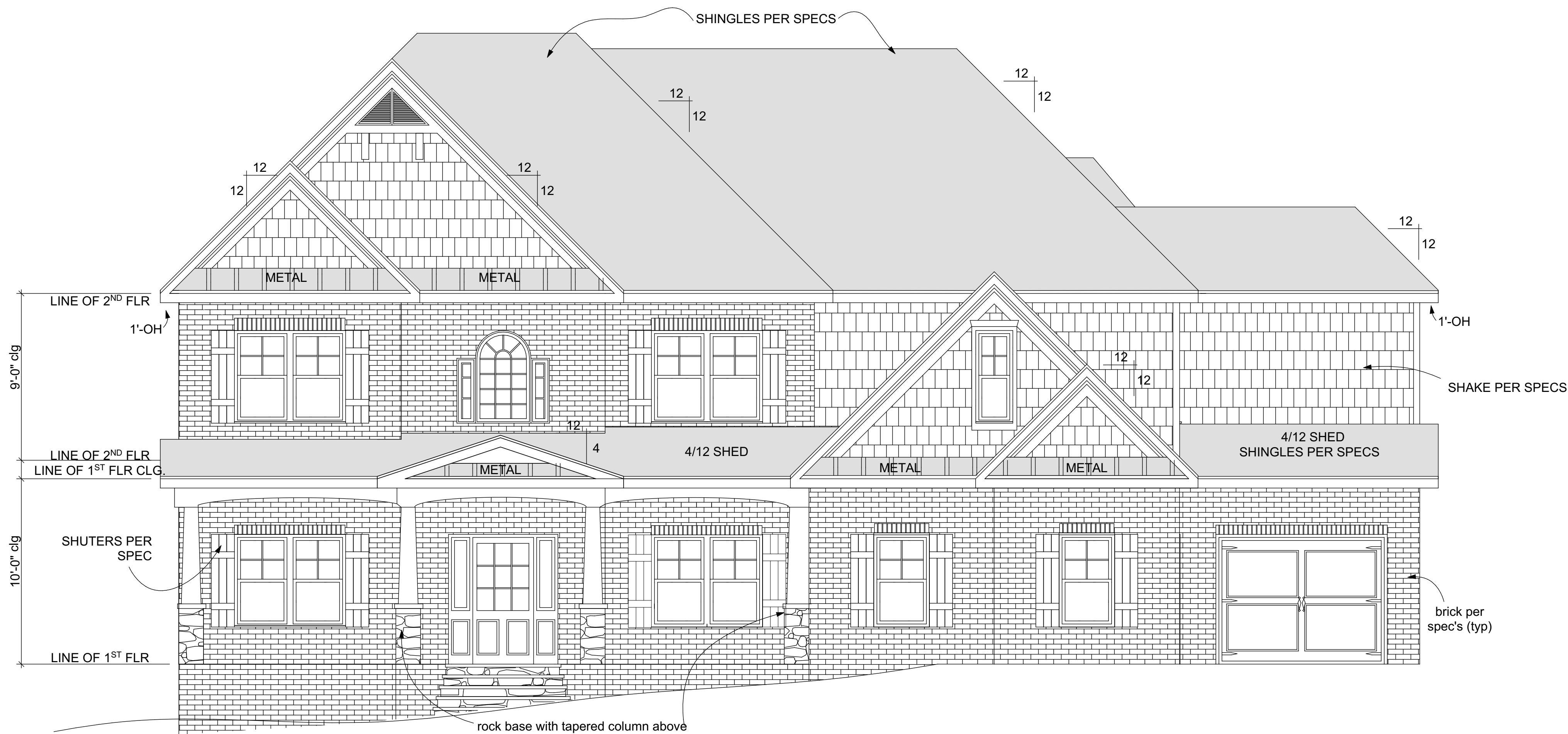
ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES

DATE

1-31-18

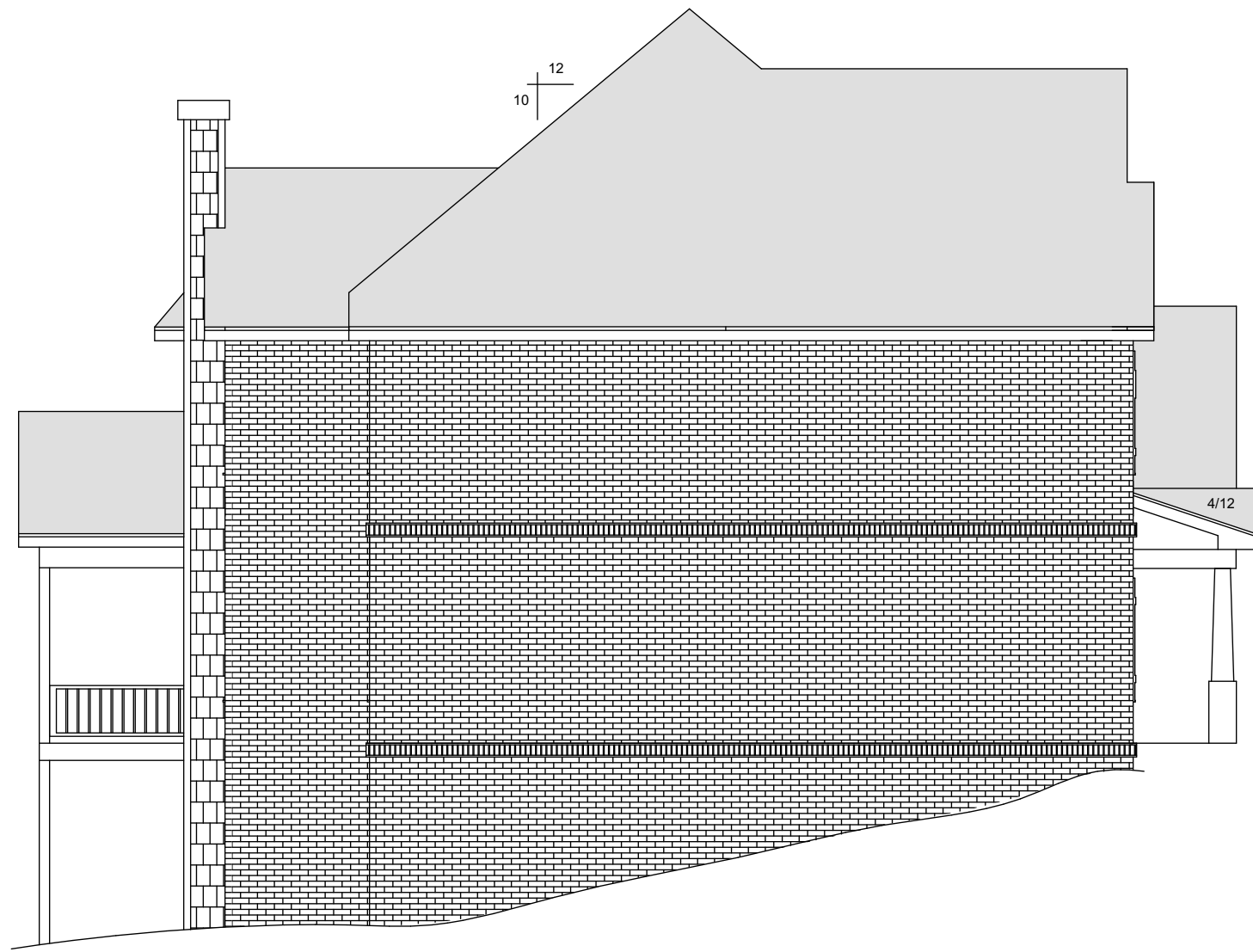
REV.

GENERAL REV./HIP ROOF

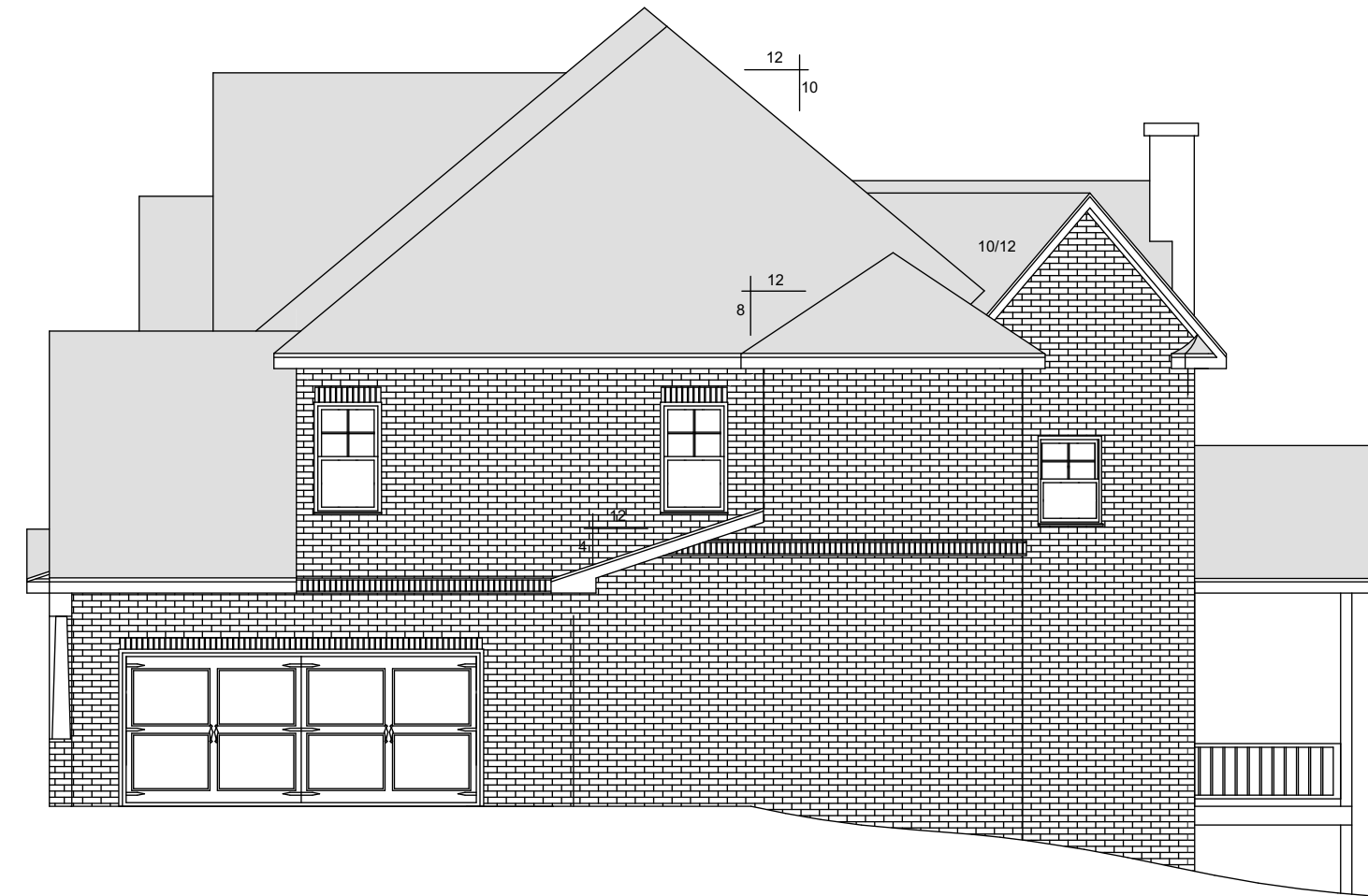


FRONT ELEVATION
SCALE 1/4"-----1'

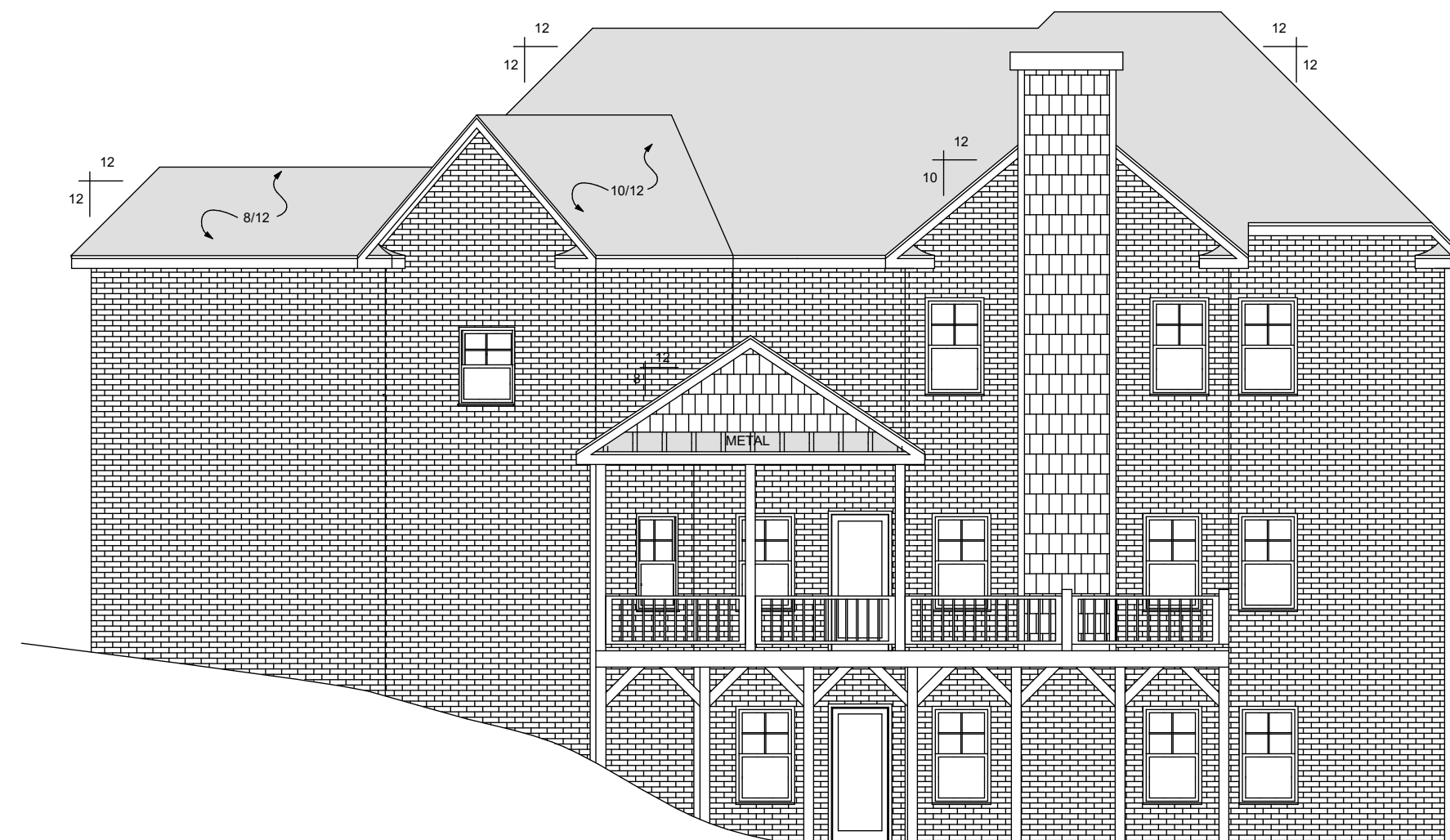
REV.	2' to front 4 sides brick
DATE	6-14-17
ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES, LLC. TEL: 770-416-0741 WWW.WEPLANHOMES.COM	
WE PLAN HOMES, LLC.	
THE JAMESTOWN ELEVATION	
DWG. BY: PWL/SAM	
DATE: 1-3-12	
SHEET: 1	



LEFT ELEVATION
SCALE 1/8"-----1'



RIGHT ELEVATION
SCALE 1/8"-----1'



REAR ELEVATION
SCALE 1/8"-----1'

REV.

2' to front 4 sides brick

DATE

6-14-17

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES, LLC.

**WE PLAN
HOMES, LLC.**
TEL: 770-416-0741 WWW.WEPLANHOMES.COM

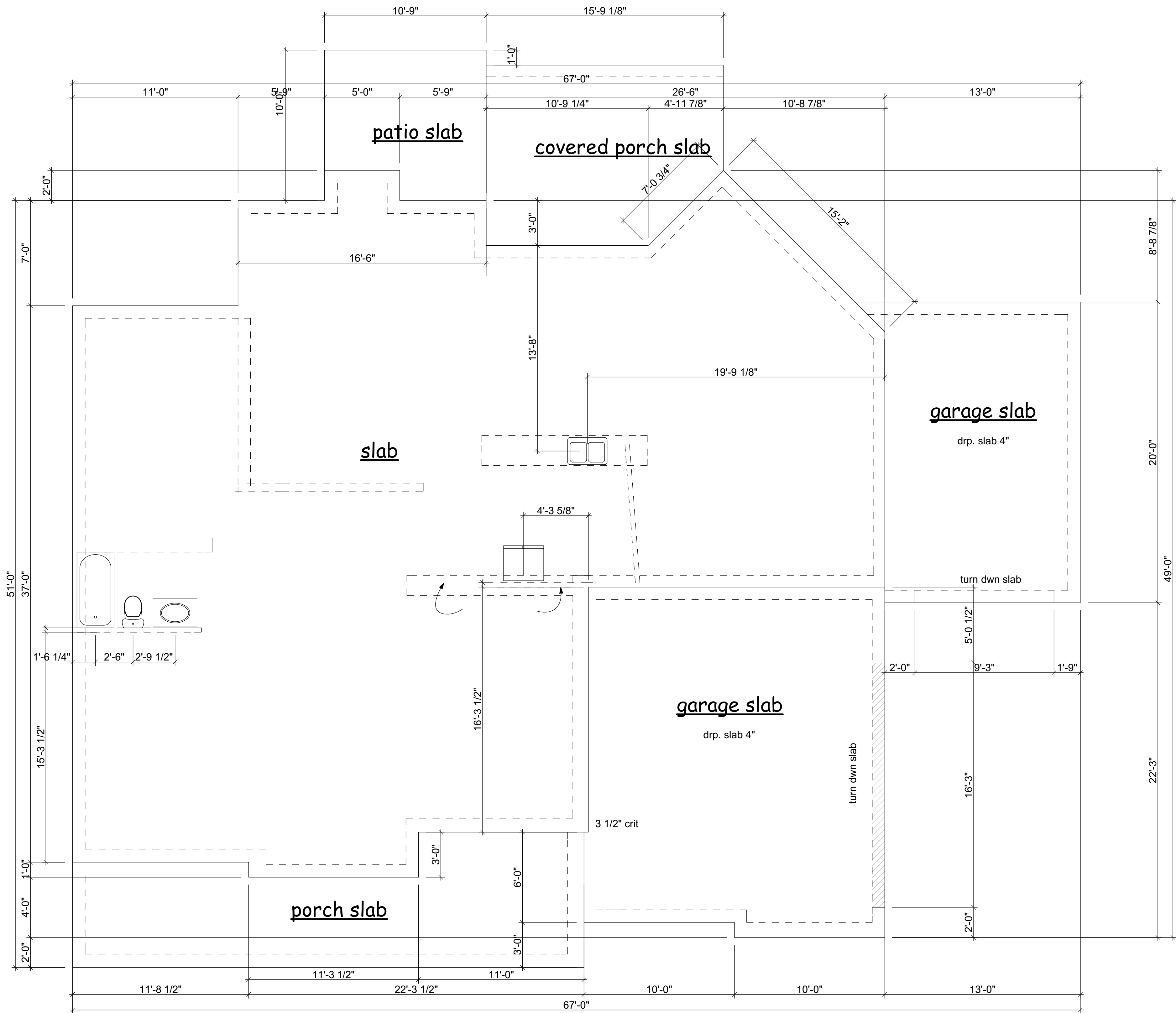
**THE JAMESTOWN
ELEVATION**

DWG. BY:
PWL/SAM

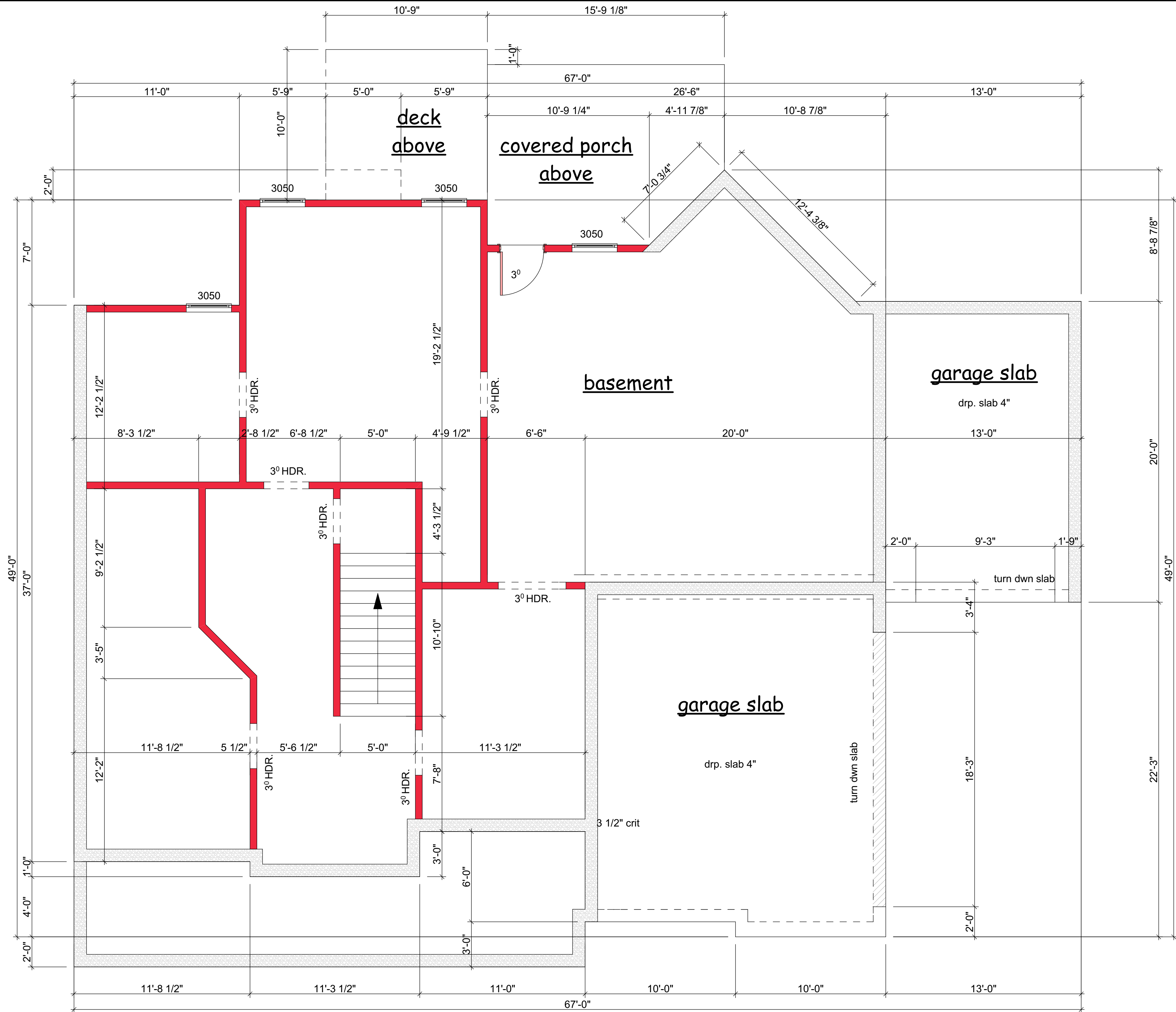
DATE:
1-3-12

SHEET:

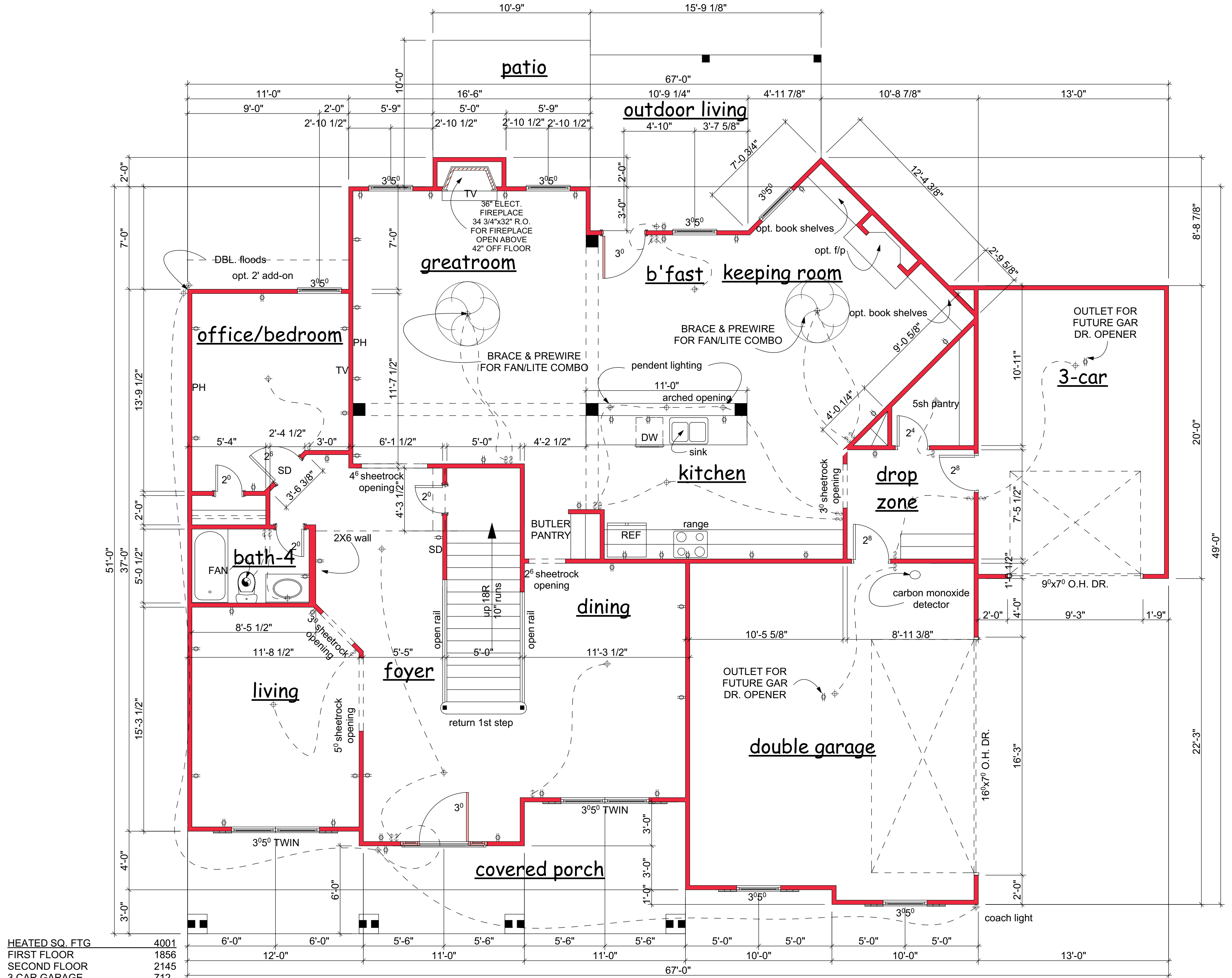
2



THE JAMESTOWN SLAB PLAN	DWG. BY: PWL/SAM	REV.
	DATE: 1-3-12	DATE 6-14-17
SHEET: 3		ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES, LLC. TEL: 770-616-0741 WWW.WEPLANHOMES.COM
		2' to front 4 sides brick



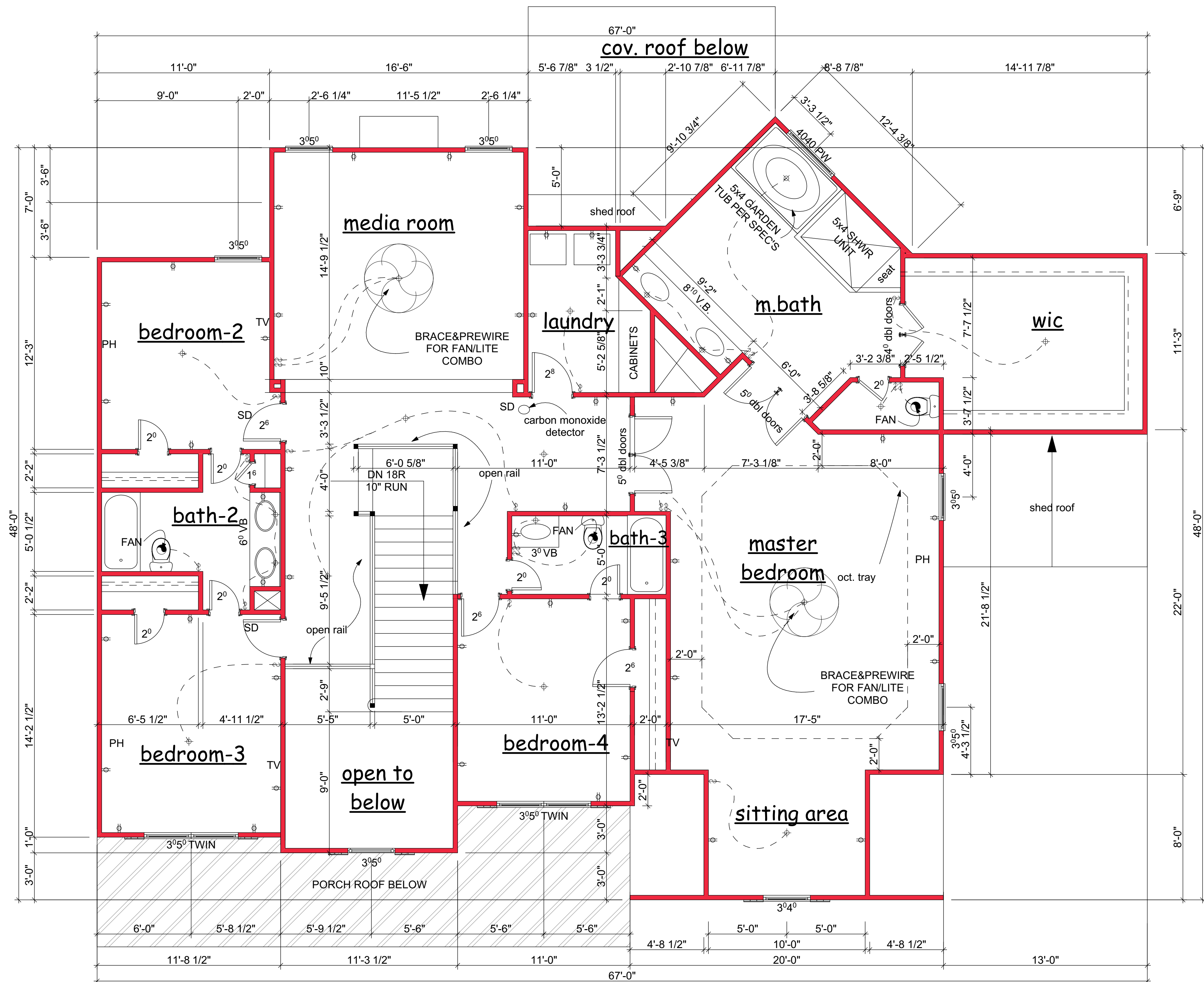
REV.	DATE	ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES, LLC. TEL: 770-516-0741 WWW.WEPLANHOMES.COM	THE JAMESTOWN BASEMENT PLAN
2' to front 4 sides brick	6-14-17		
DWG. BY: PWL/SAM		DATE: 1-3-12	SHEET: 4



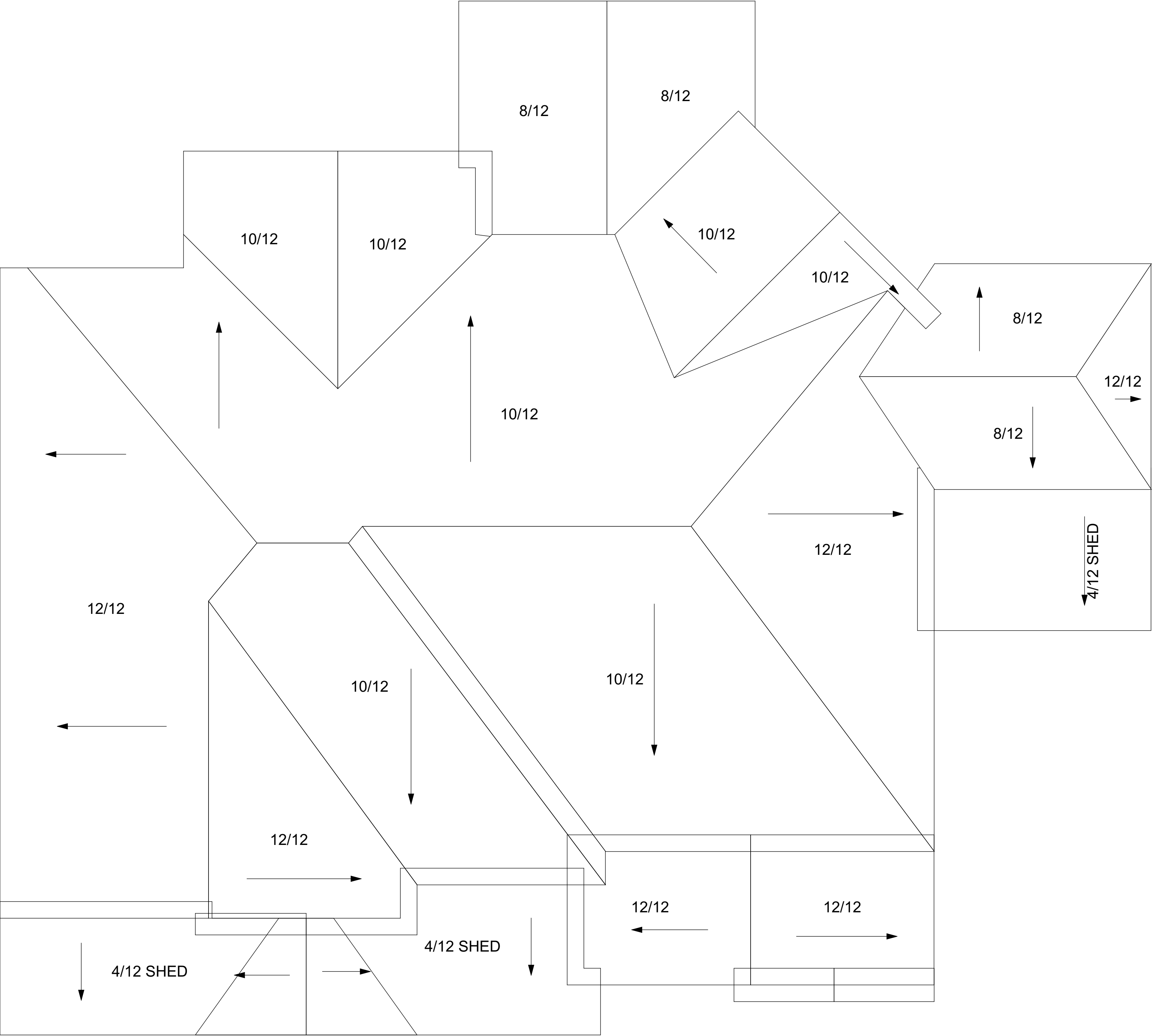
HEATED SQ. FTG
FIRST FLOOR
SECOND FLOOR
3 CAR GARAGE

4001
1856
2145
712

REV.	2' to front 4 sides brick
DATE	6-14-17
ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES, LLC. TEL: 770-516-0741 WWW.WEPLANHOMES.COM	
THE JAMESTOWN FIRST FLOOR	
DWG. BY:	PWL/SAM
DATE:	1-3-12
SHEET:	5



THE JAMESTOWN		WE PLAN HOMES, LLC. TEL: 770-516-0741 WWW.WEPLANHOMES.COM	DATE	REV.
SECOND FLOOR			6-14-17	2' to front 4 sides brick
DWG. BY: PWL/SAM		ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES, LLC.		
DATE: 1-3-12				
SHEET:				
6				



THE JAMESTOWN
ROOF PLAN

DWG. BY:
PWL/SAM

DATE:
1-3-12

SHEET:

7

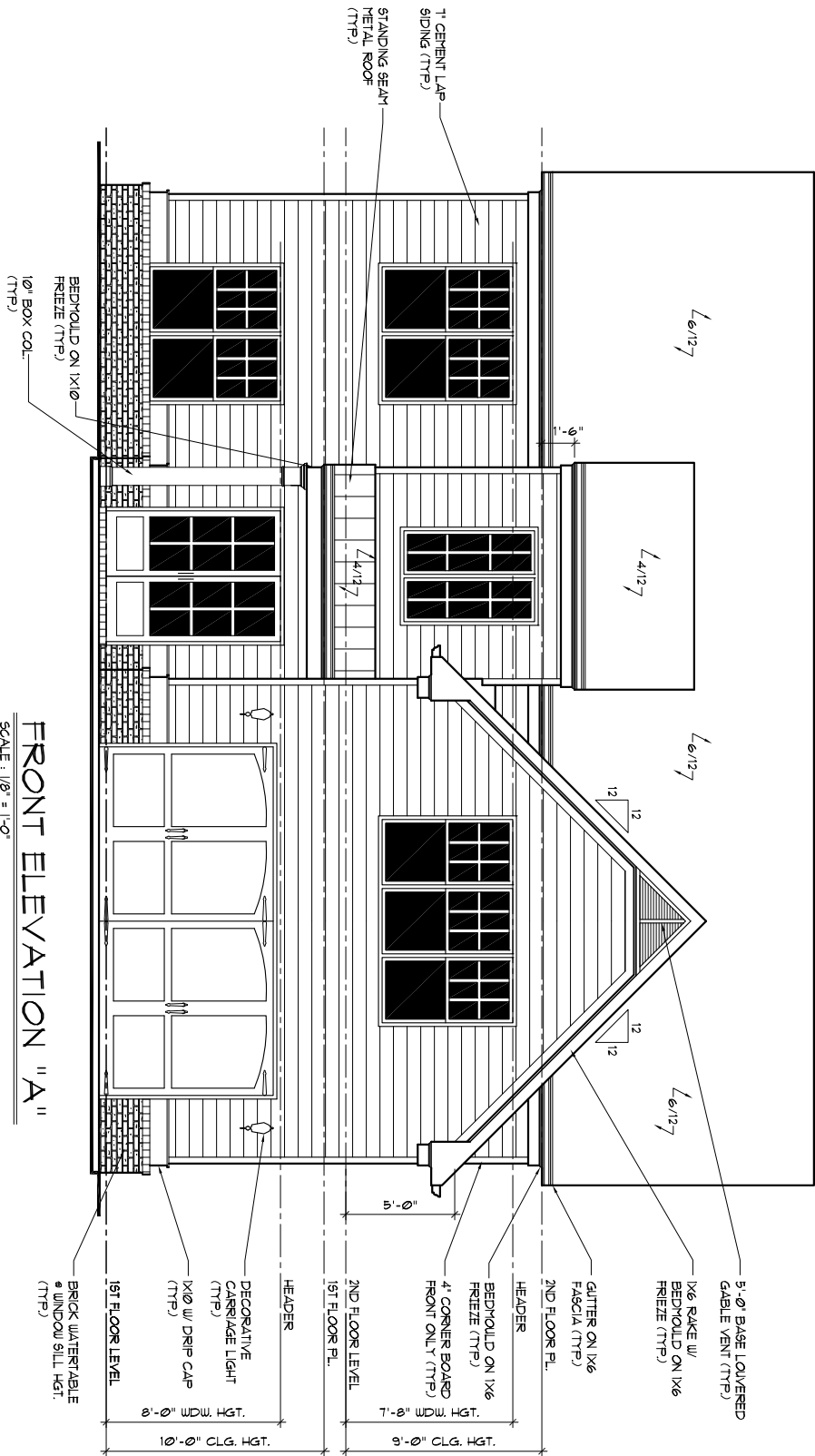
WE PLAN
HOMES, LLC.
TEL: 770-616-0741 WWW.WEPLANHOMES.COM

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
WE PLAN HOMES, LLC.

DATE
6-14-17

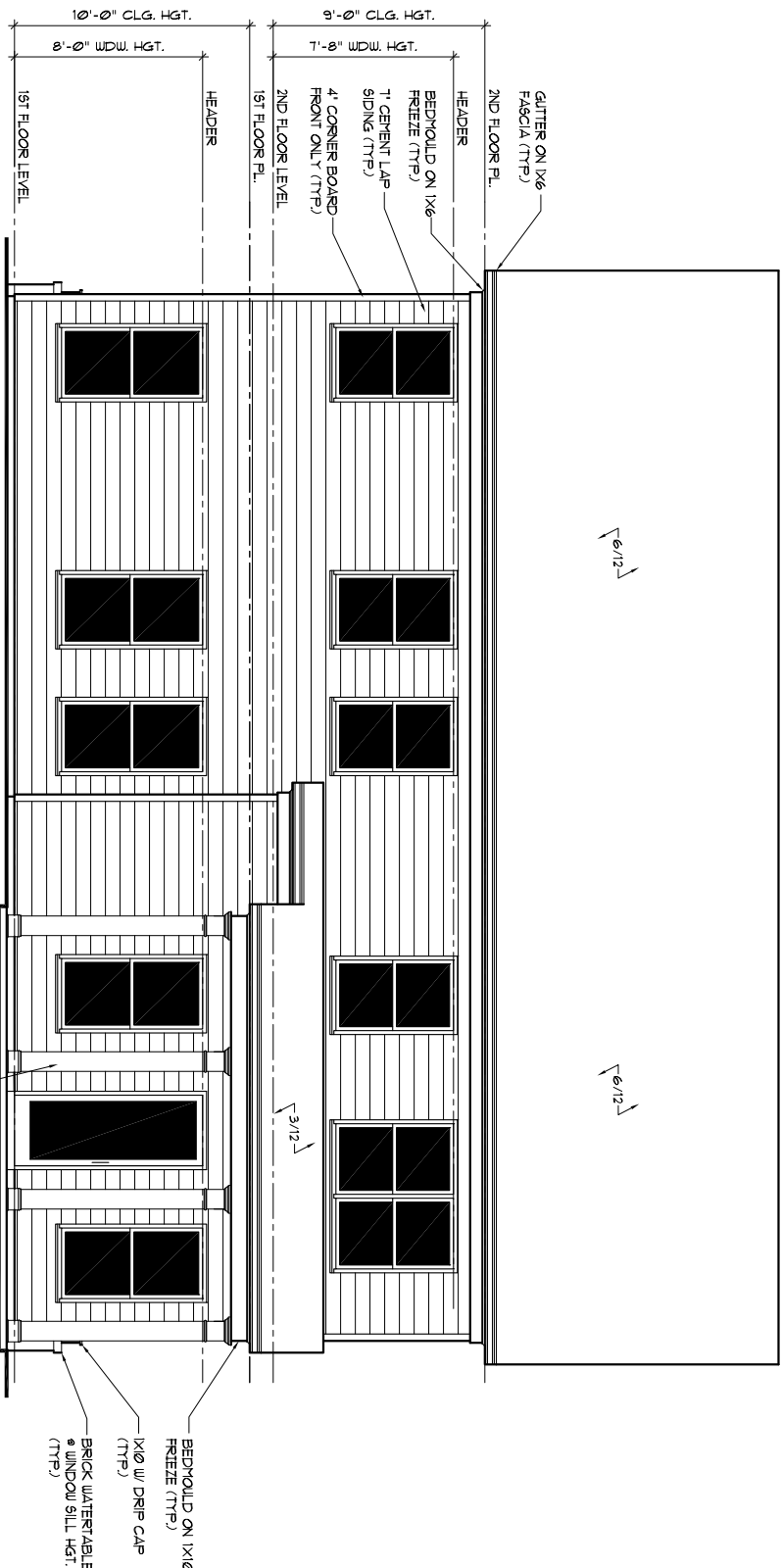
REV.
2' to front 4 sides brick

[illegible][illegible]



FRONT ELEVATION "A"

SCALE: 1/8" = 1'-0"



REAR ELEVATION "A"

SCALE: 1/8" = 1'-0"

3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



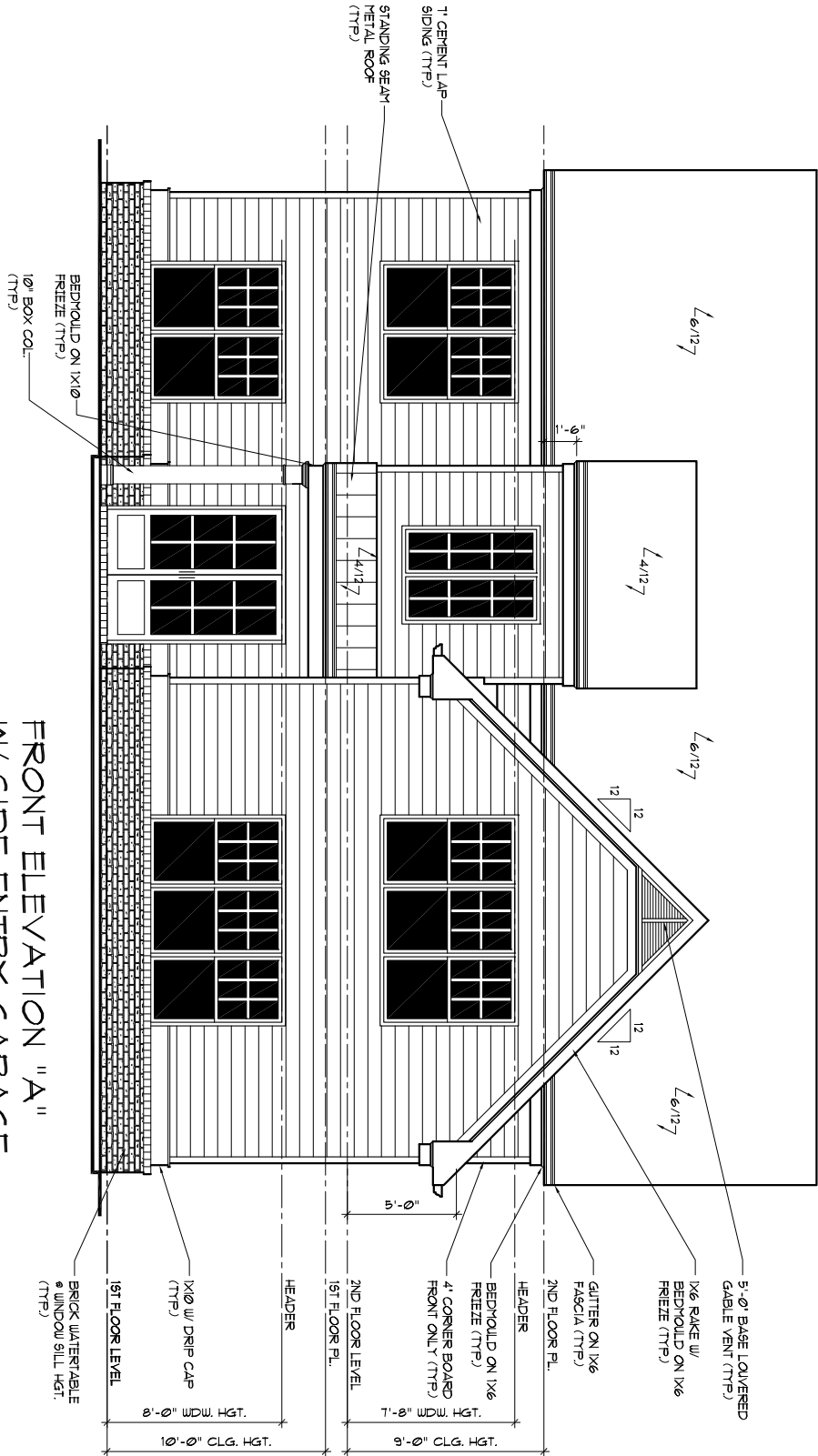
MARSHALL

CADD
DRAFTING
SERVICES LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

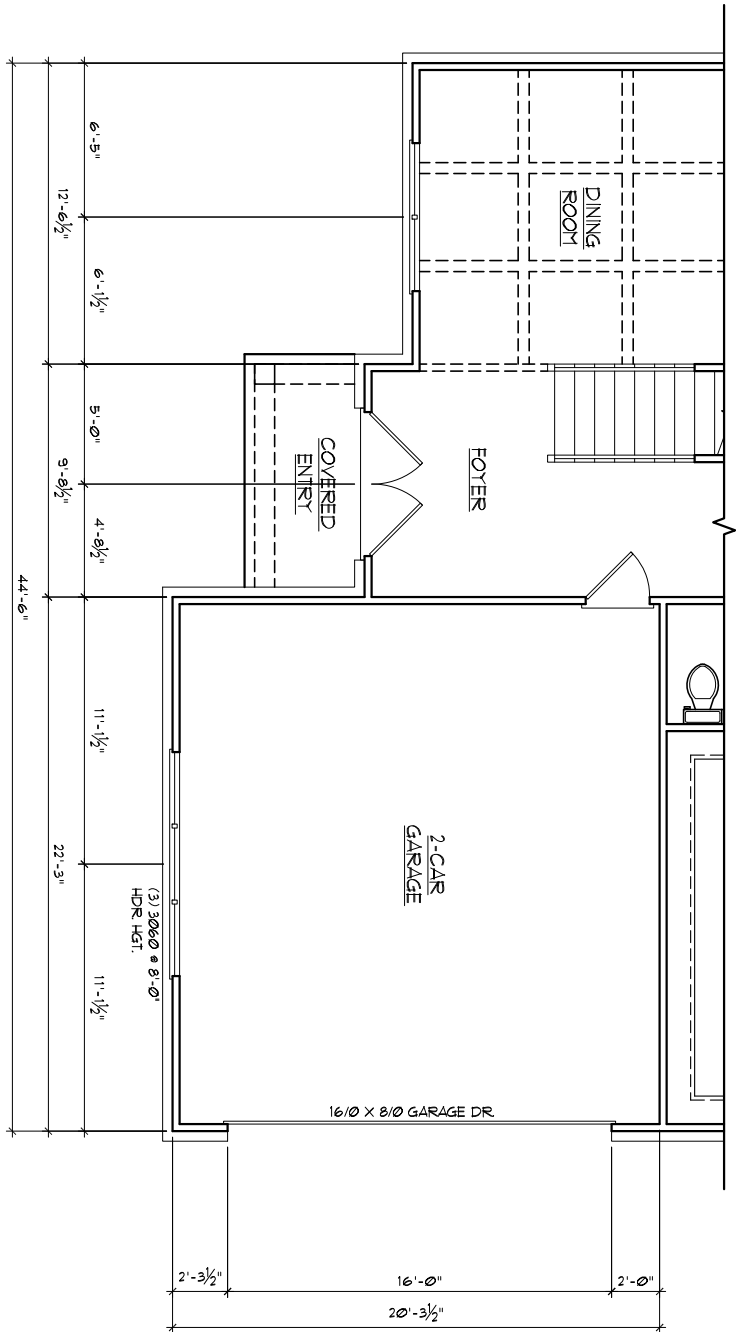
A-1

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISED	
NO.	DATE
101	12/29/20



FRONT ELEVATION "A"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"



FIRST FLOOR PLAN
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"

10'-0" CLG. HGT.

A-1A

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

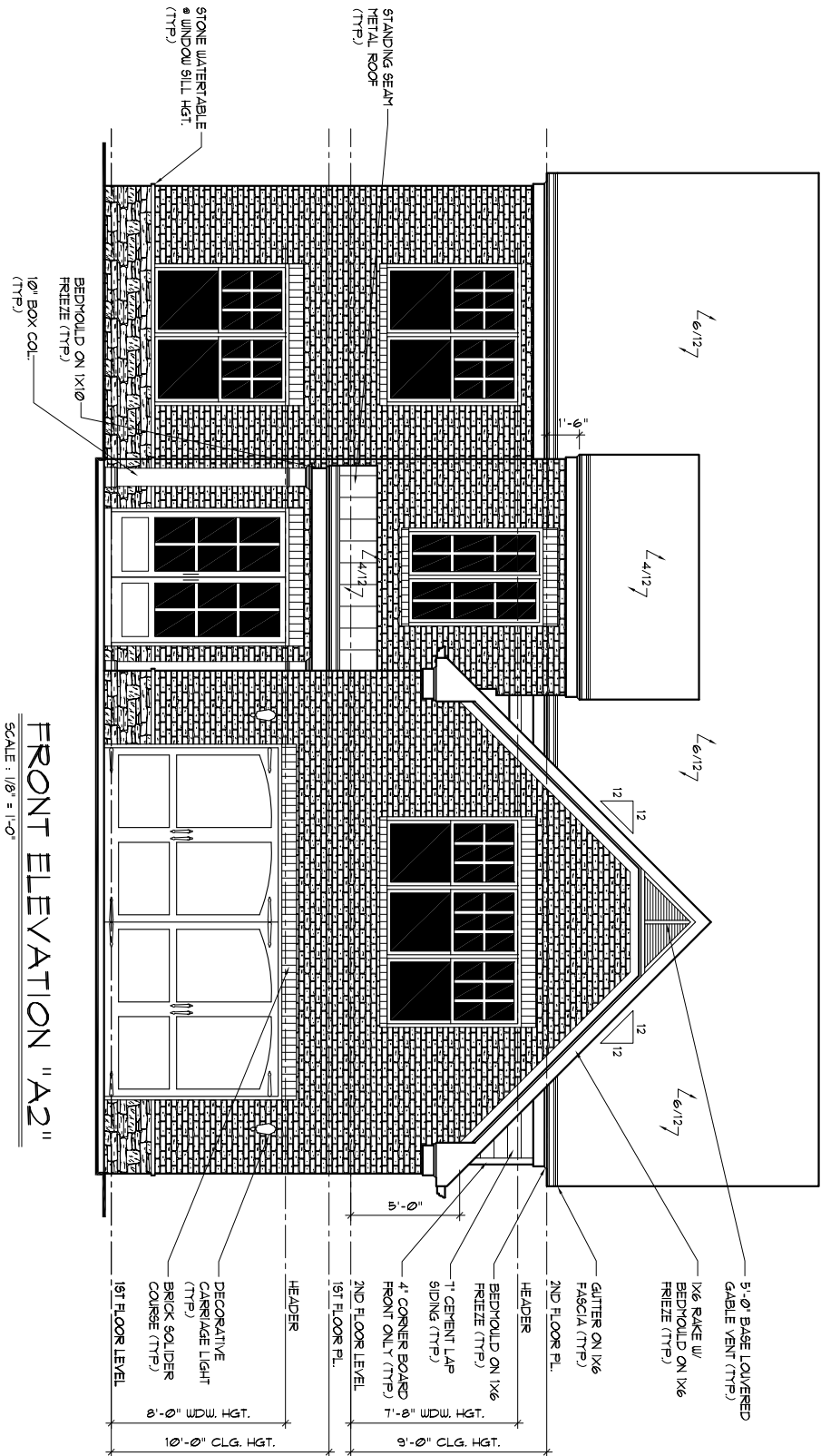
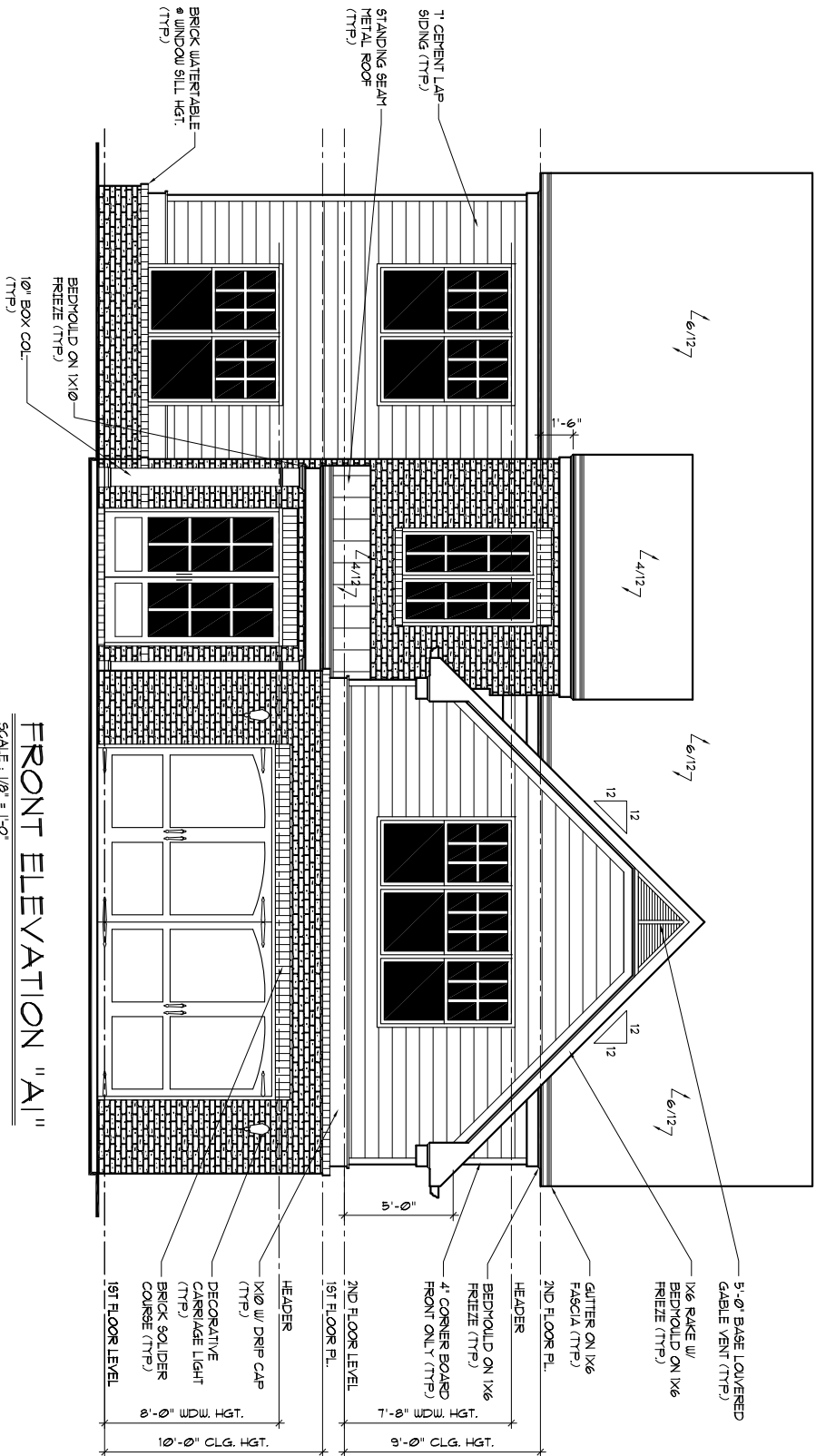


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES LLC

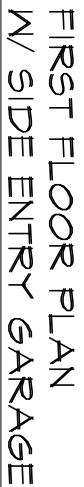
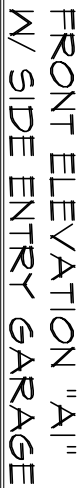
MARSHALL

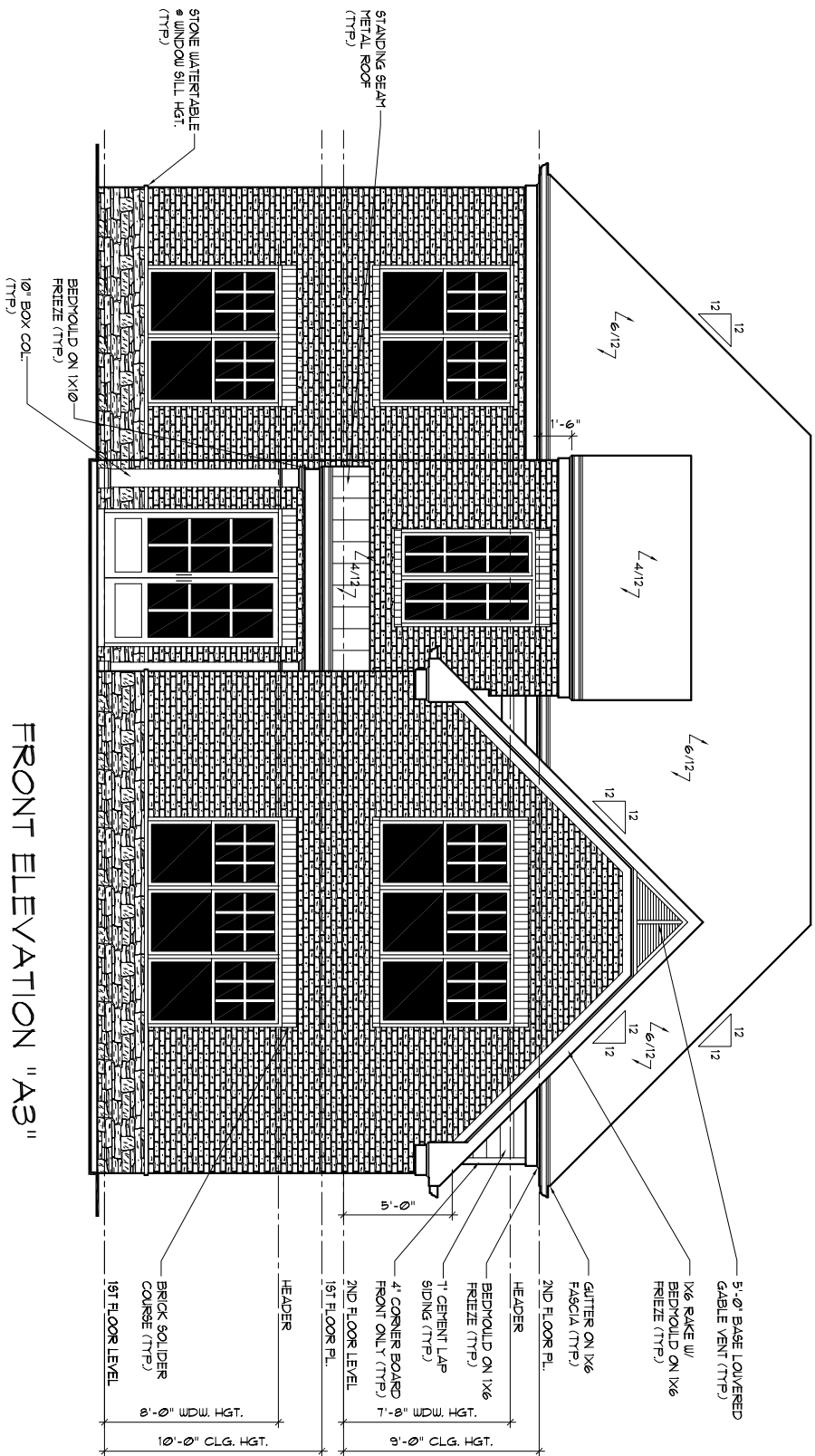
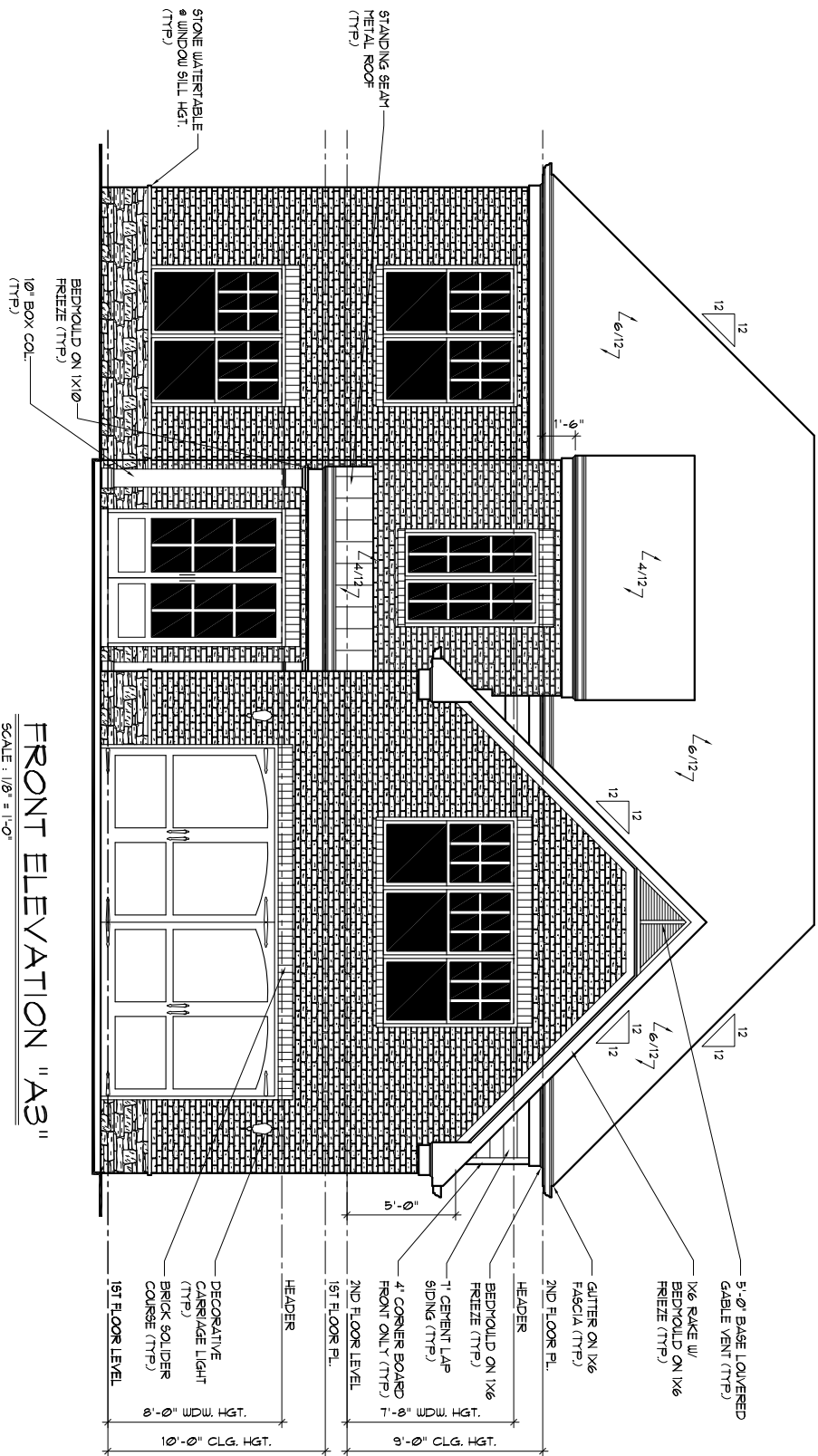
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

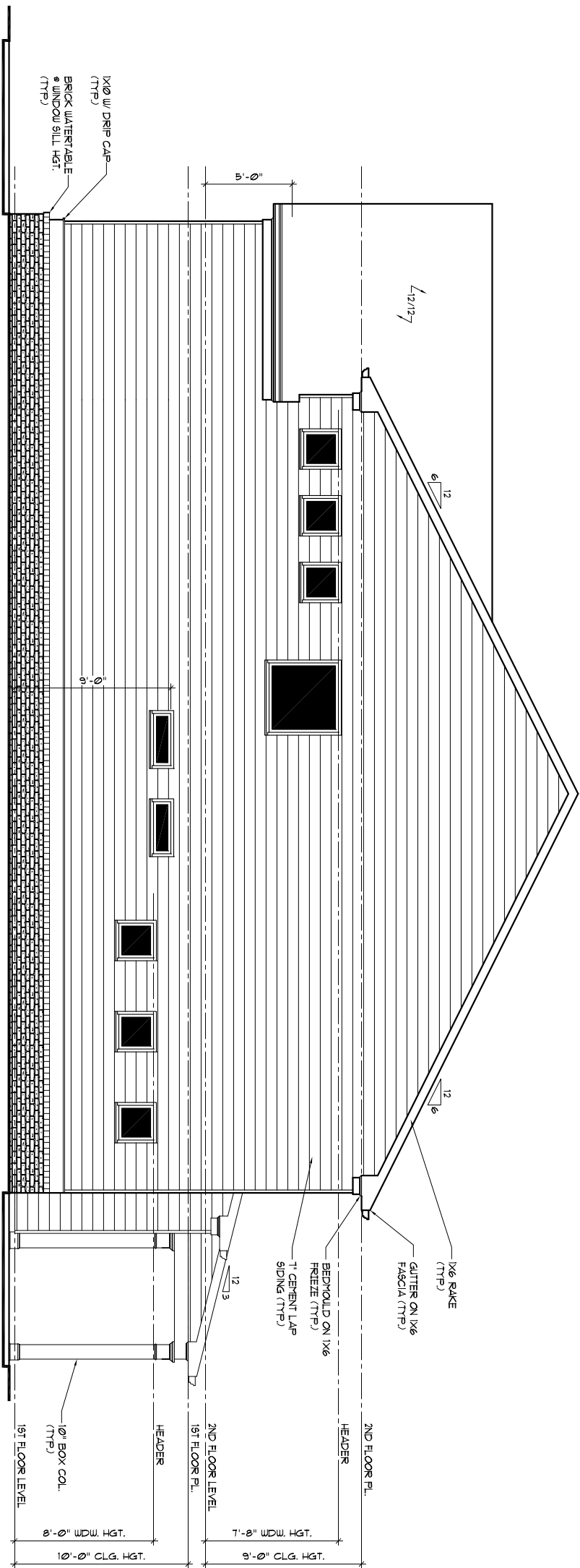


COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISED	
NO.	DATE
101	12/29/20

A-1B

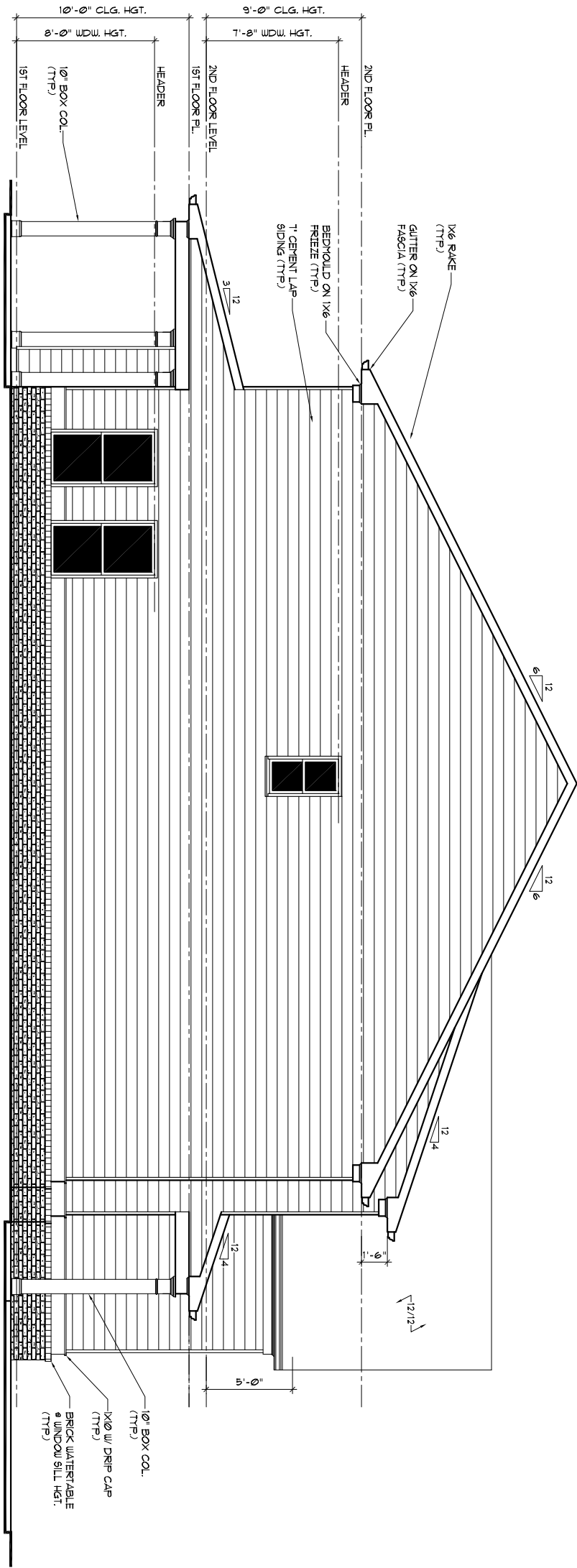






RIGHT ELEVATION "A"

SCALE : 1/8" = 1'-0"



LEFT ELEVATION "A"

SCALE : 1/8" = 1'-0"

A-2

COPYRIGHT 2019	
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVIEWED	
NO	DATE
101	12/29/20

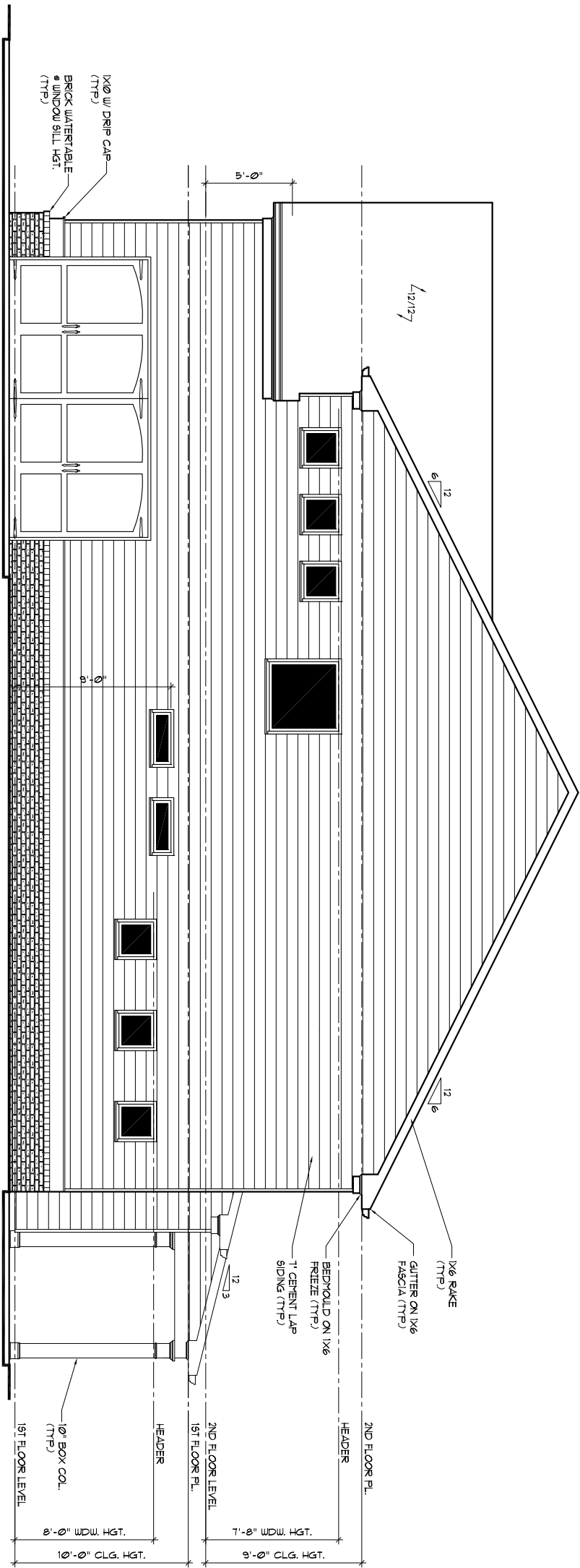


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



RIGHT ELEVATION "A"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"

A-2A

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

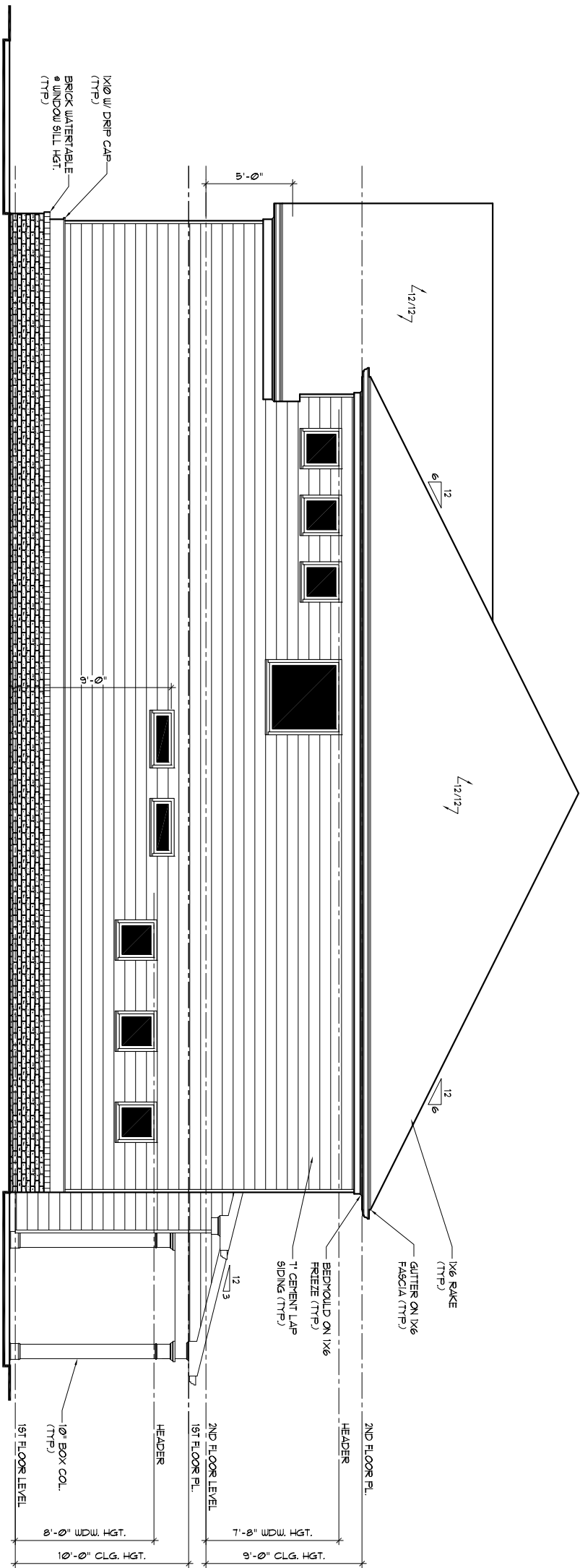


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga, 30326
Phone: 678-643-3412

MARSHALL

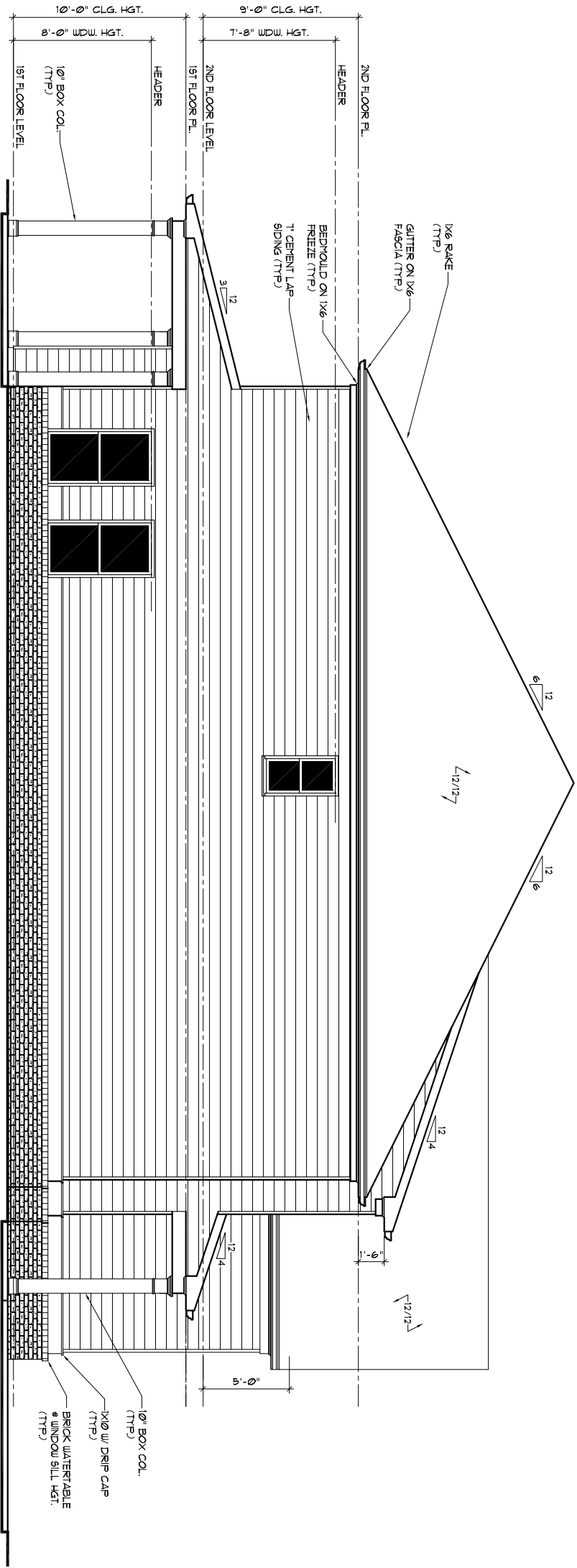
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



RIGHT ELEVATION "A3"

SCALE : 1/8" = 1'-0"



LEFT ELEVATION "A3"

SCALE : 1/8" = 1'-0"

A-2B

COPYRIGHT 2019	
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20



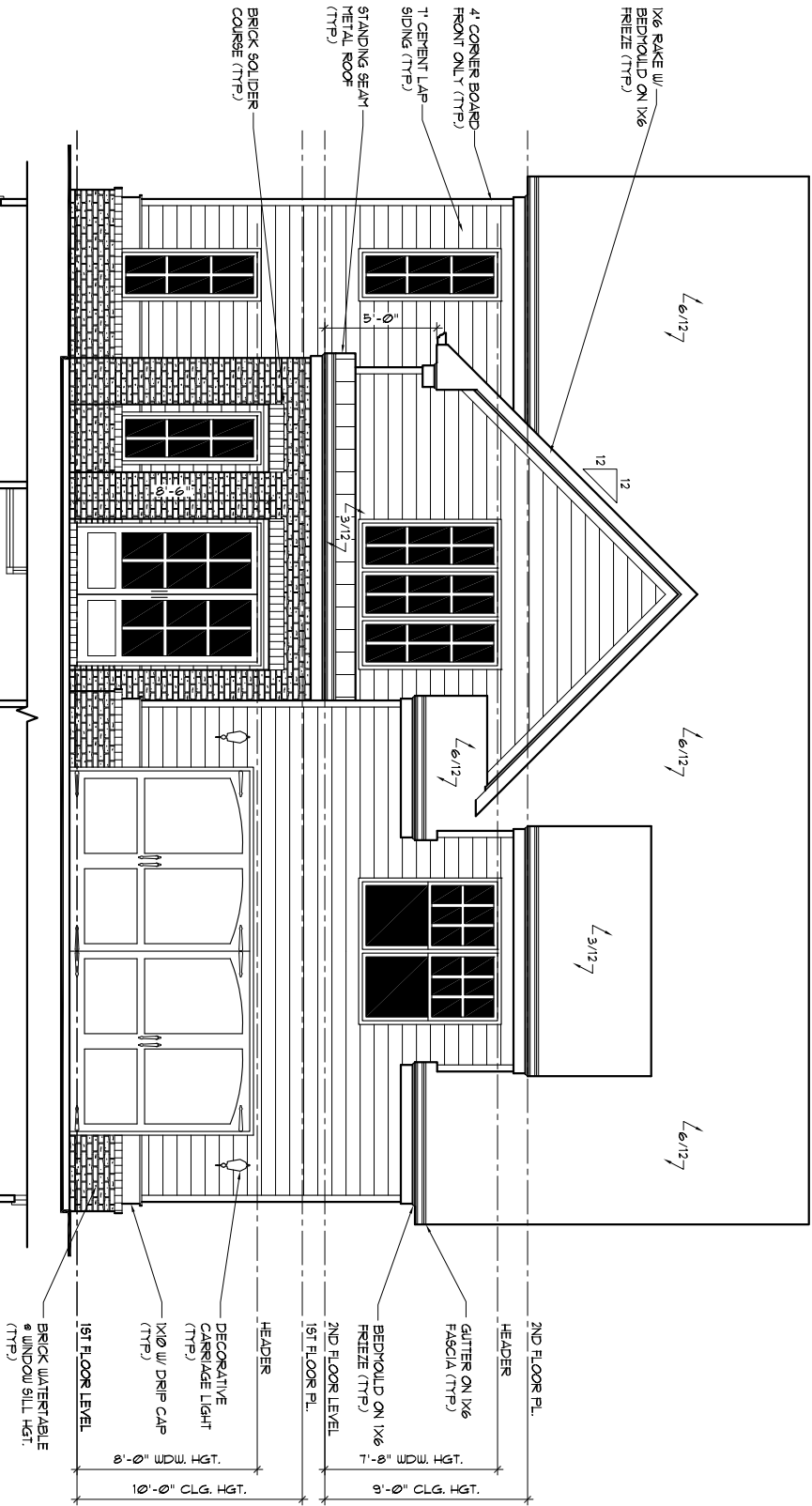
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

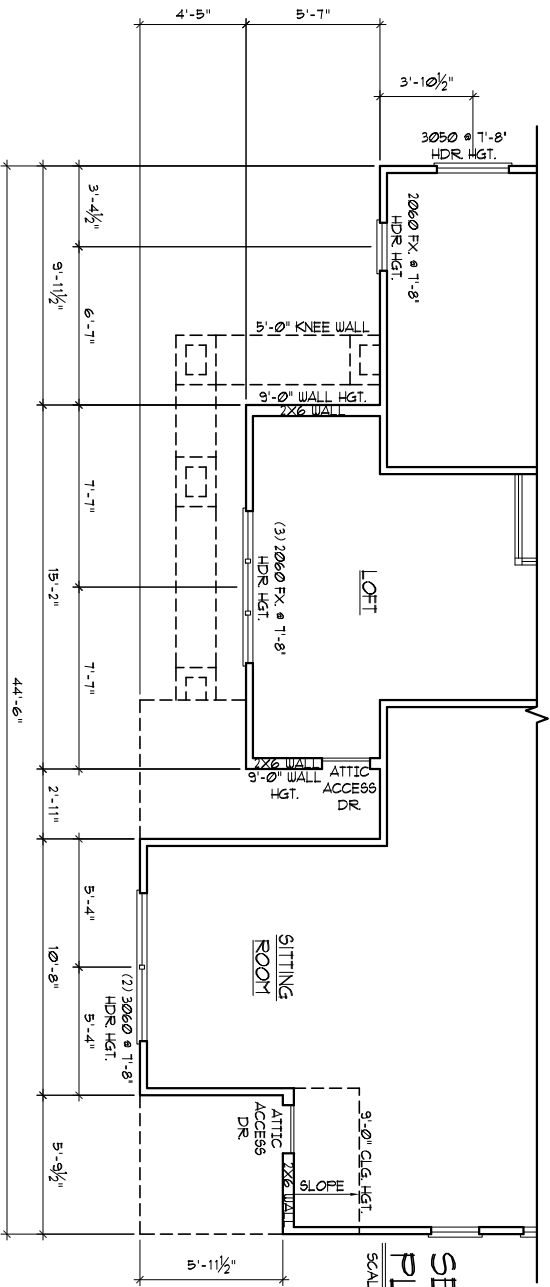
1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038





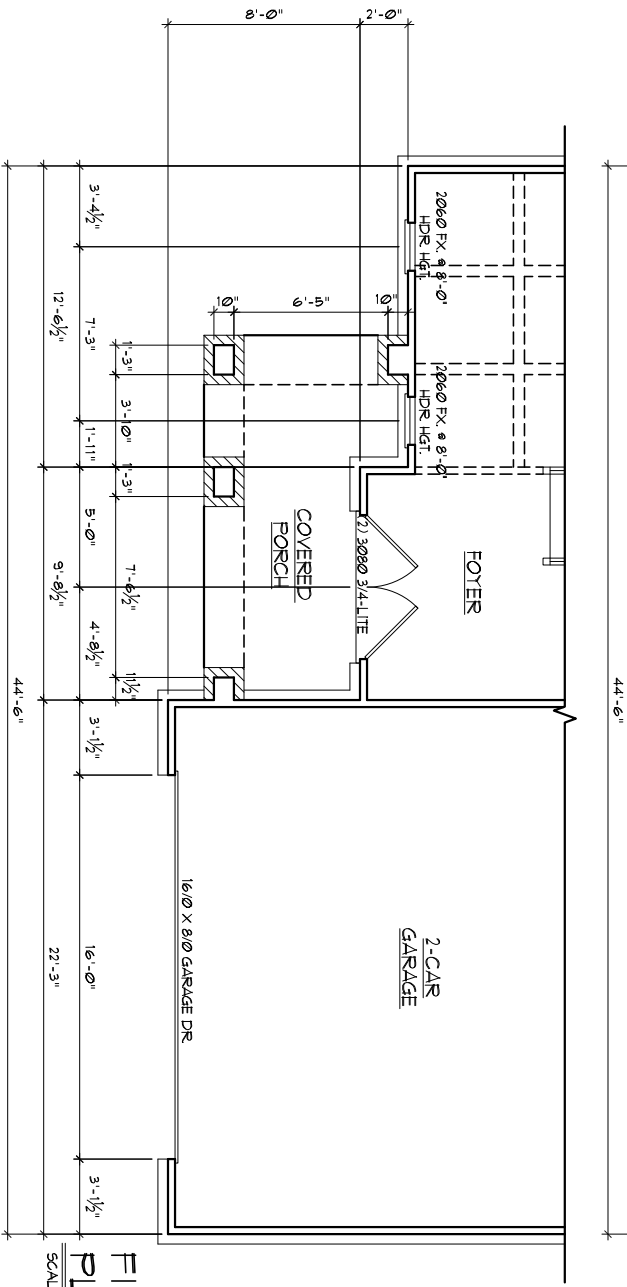
FRONT ELEVATION "B"

SCALE : 1/8" = 1'-0"



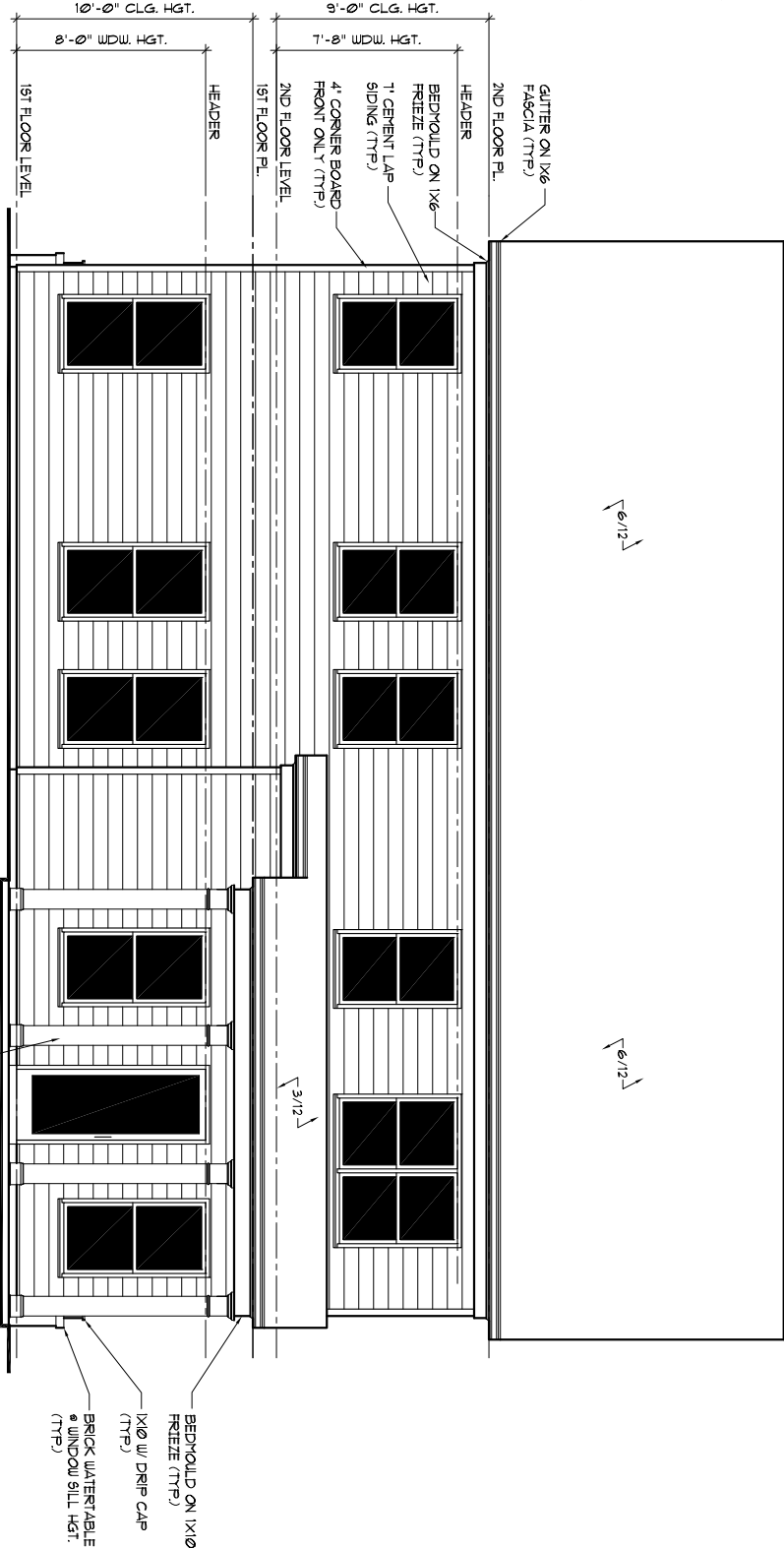
SECOND FLOOR
PLAN "B"

SCALE : 1/8" = 1'-0"



FIRST FLOOR
PLAN "B"

SCALE : 1/8" = 1'-0"



REAR ELEVATION "B"

SCALE : 1/8" = 1'-0"

A-3

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVIEWED	
NO.	DATE
101	12/29/20

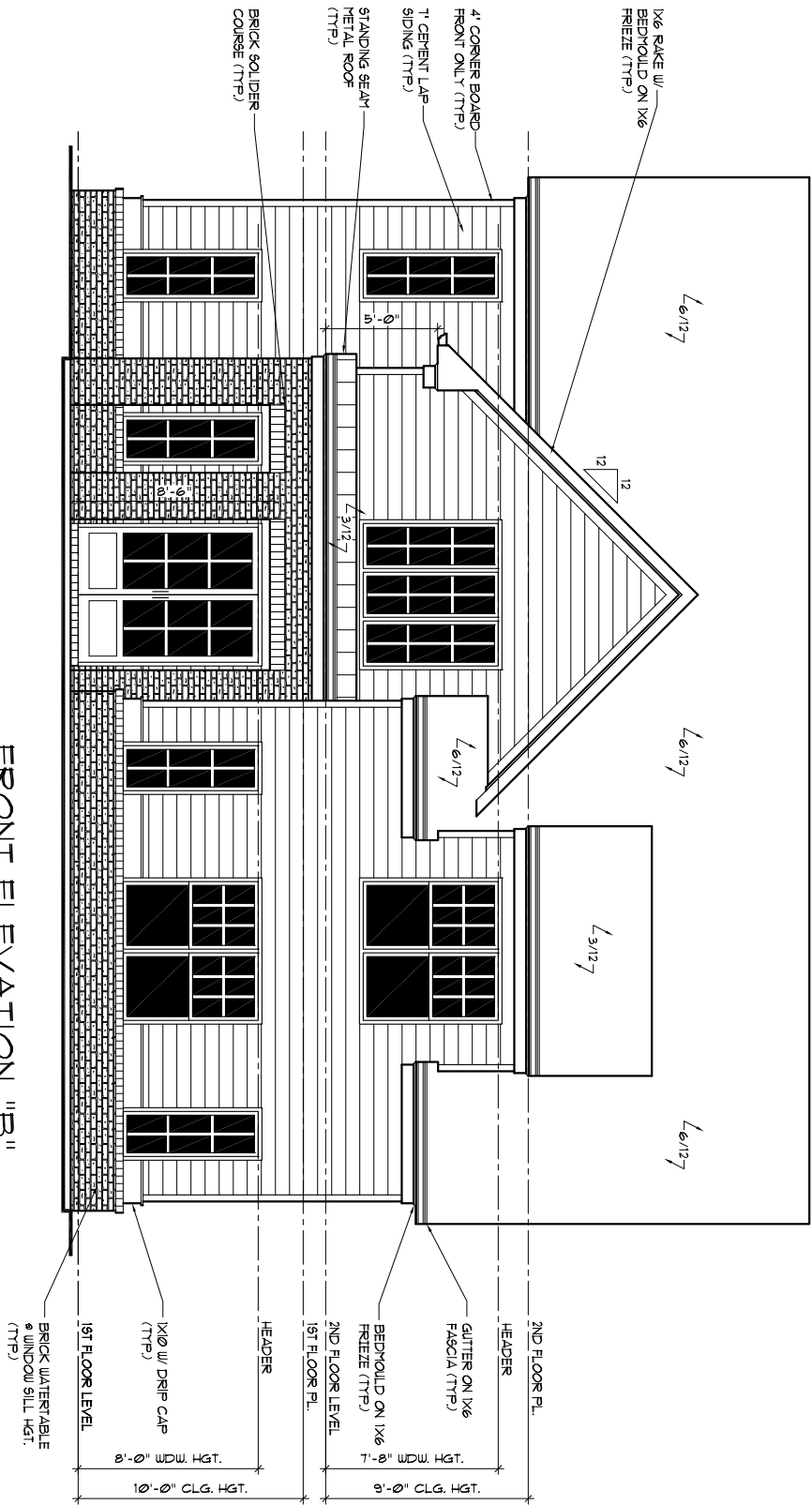


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

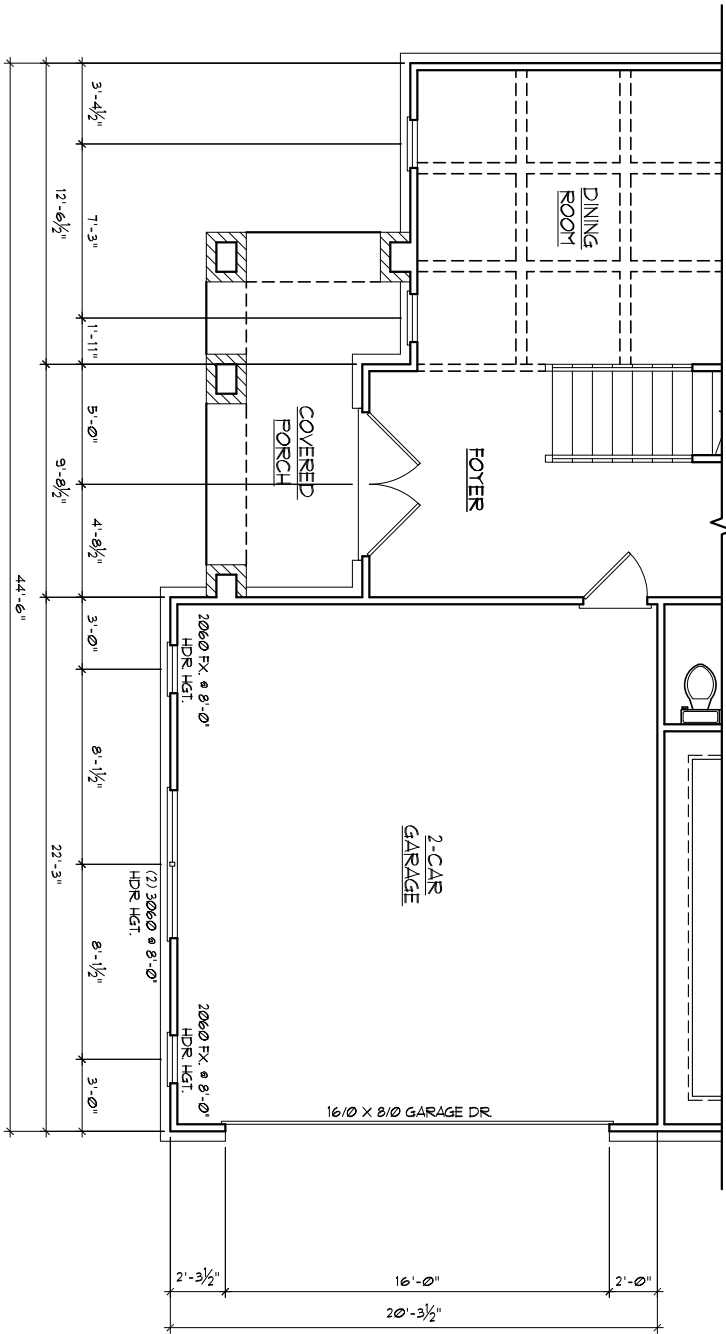
CADD
DRAFTING
SERVICES LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



FRONT ELEVATION "B"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"



FIRST FLOOR PLAN
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"

10'-0" CLG. HGT.

A-3A

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISED	
NO.	DATE
101	12/29/20

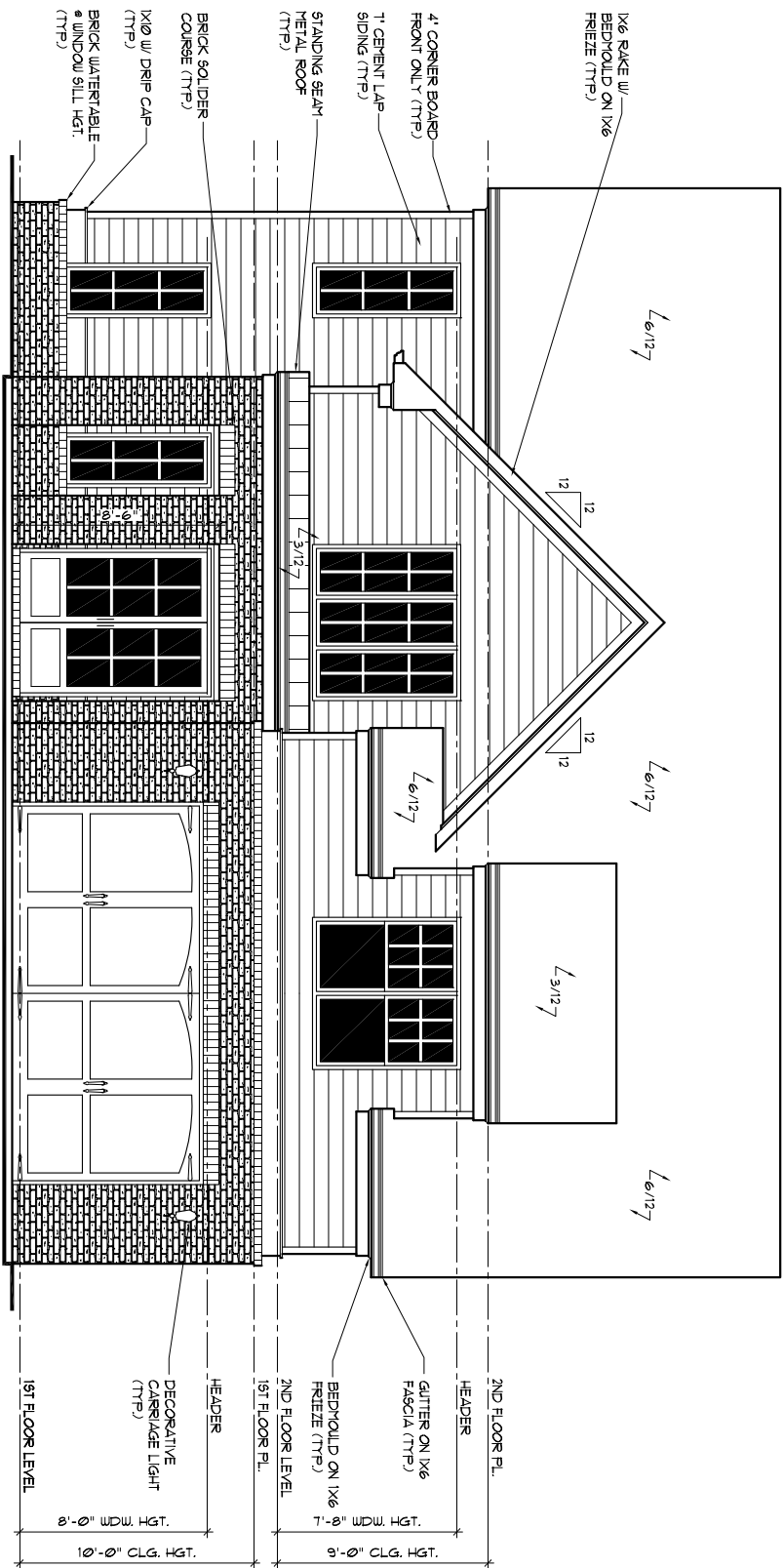


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

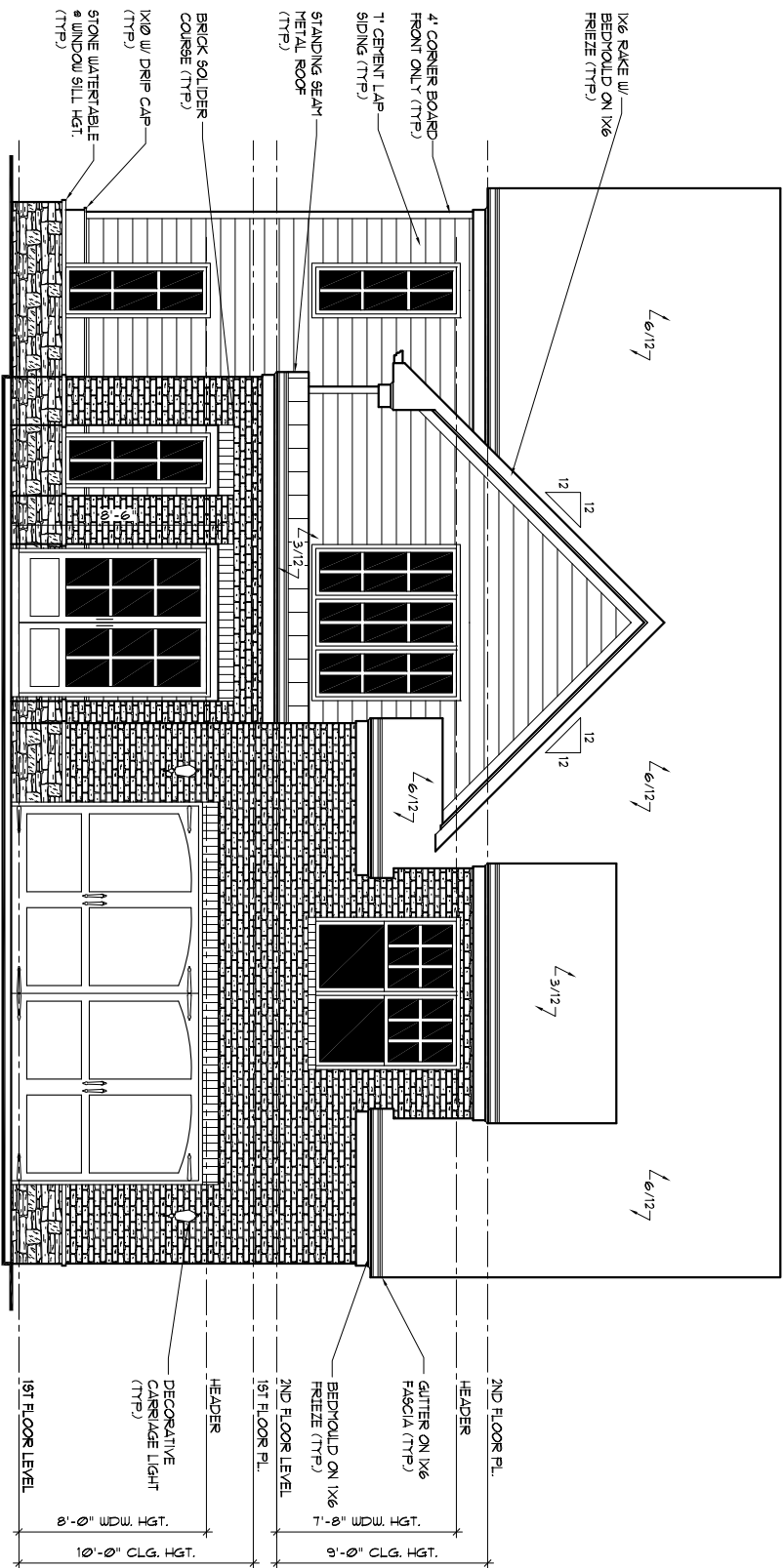
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



FRONT ELEVATION "B1"

SCALE : 1/8" = 1'-0"



FRONT ELEVATION "B2"

SCALE : 1/8" = 1'-0"

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES LLC

MARSHALL

3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

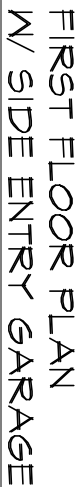


COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISED	
NO.	DATE
101	12/29/20

A-3B

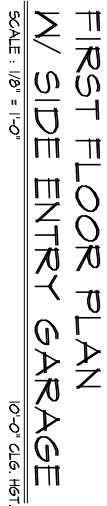
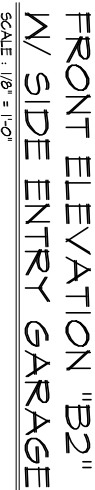


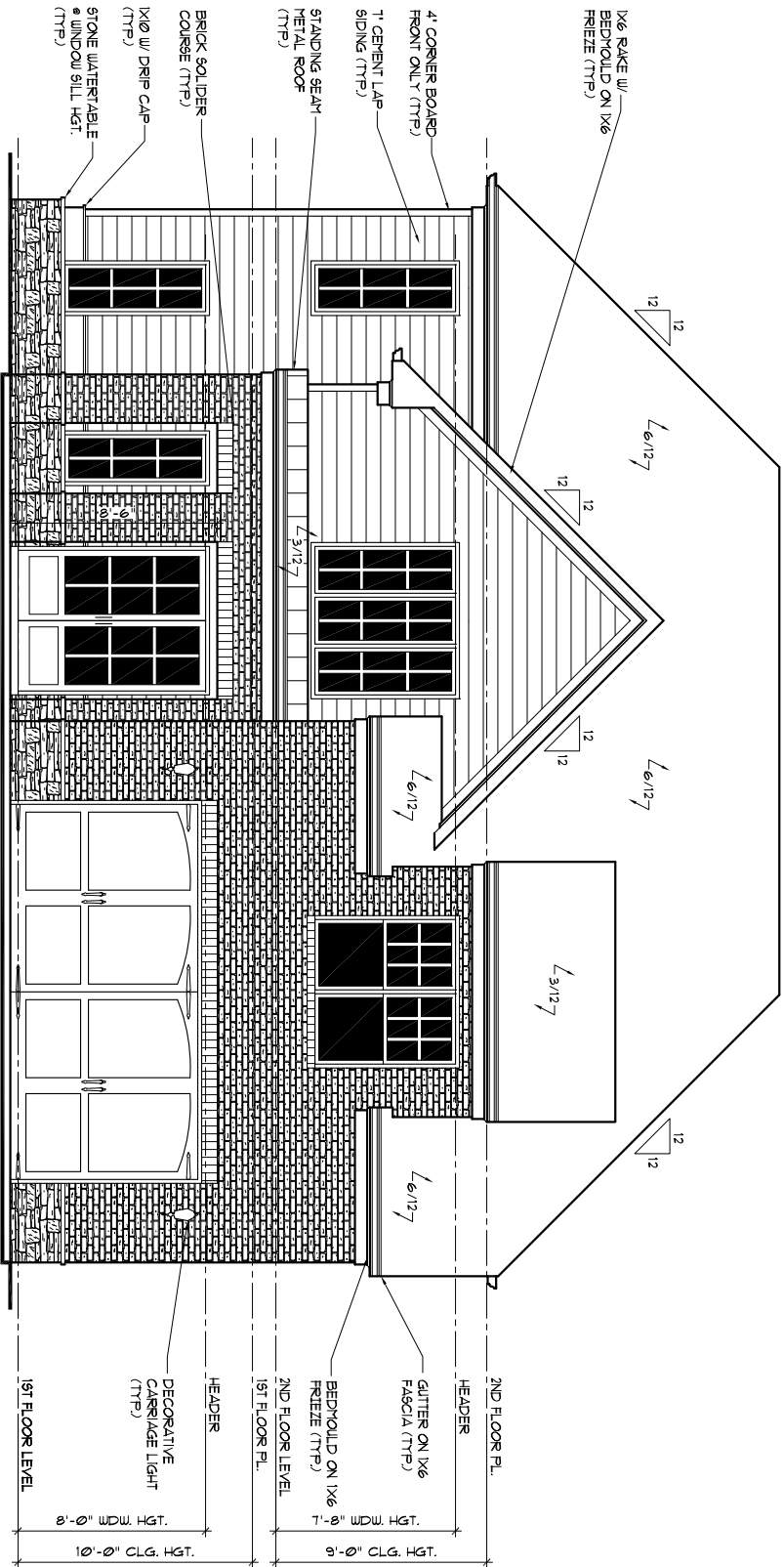
SCALE : 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

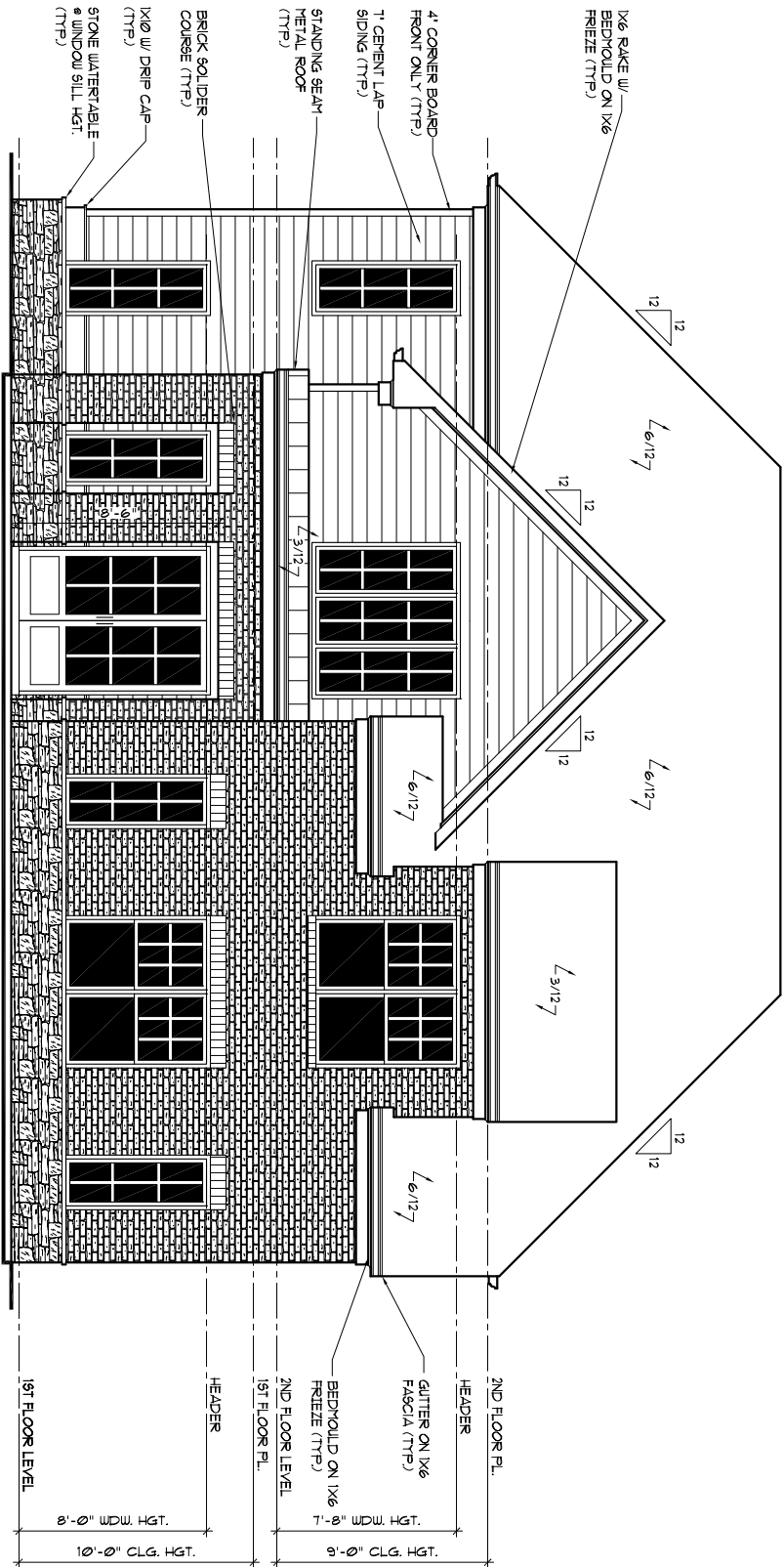
10'-0" CLG. HGT





FRONT ELEVATION "B3"

SCALE : 1/8" = 1'-0"



FRONT ELEVATION "B3"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES LLC

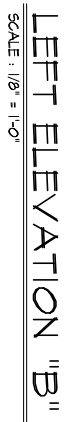
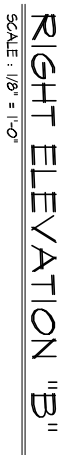
MARSHALL

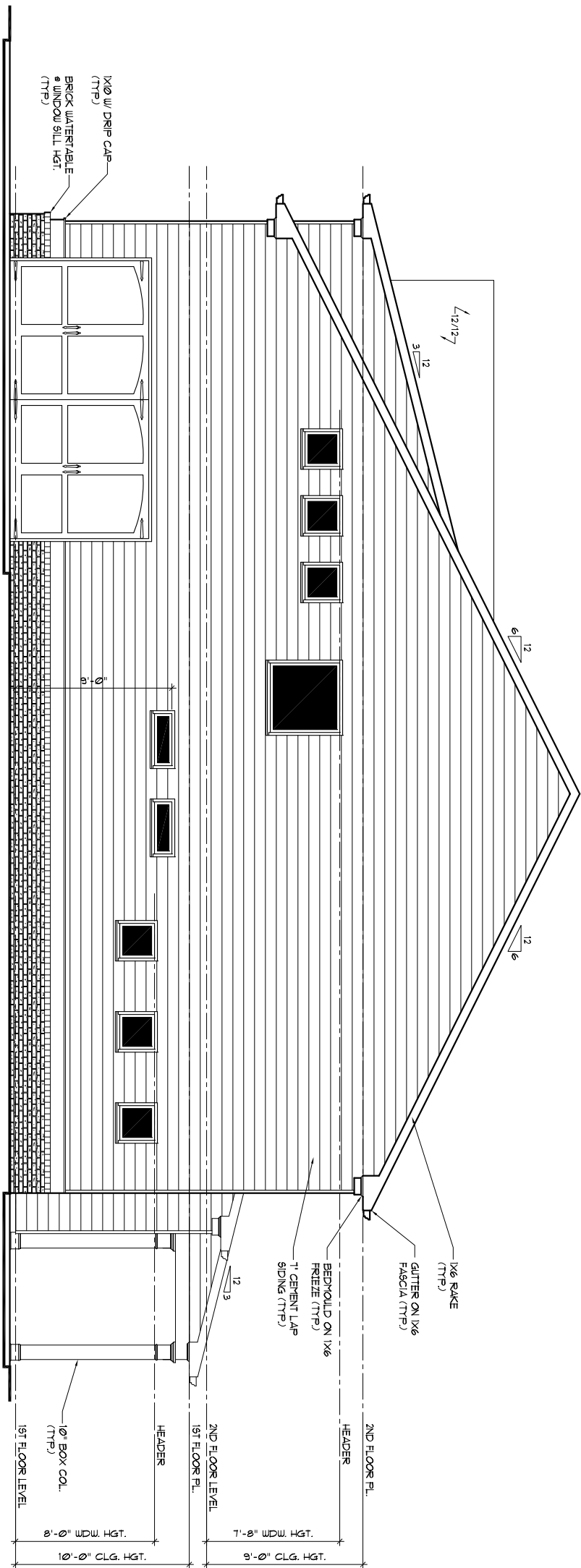
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISED	
NO.	DATE
101	12/29/20

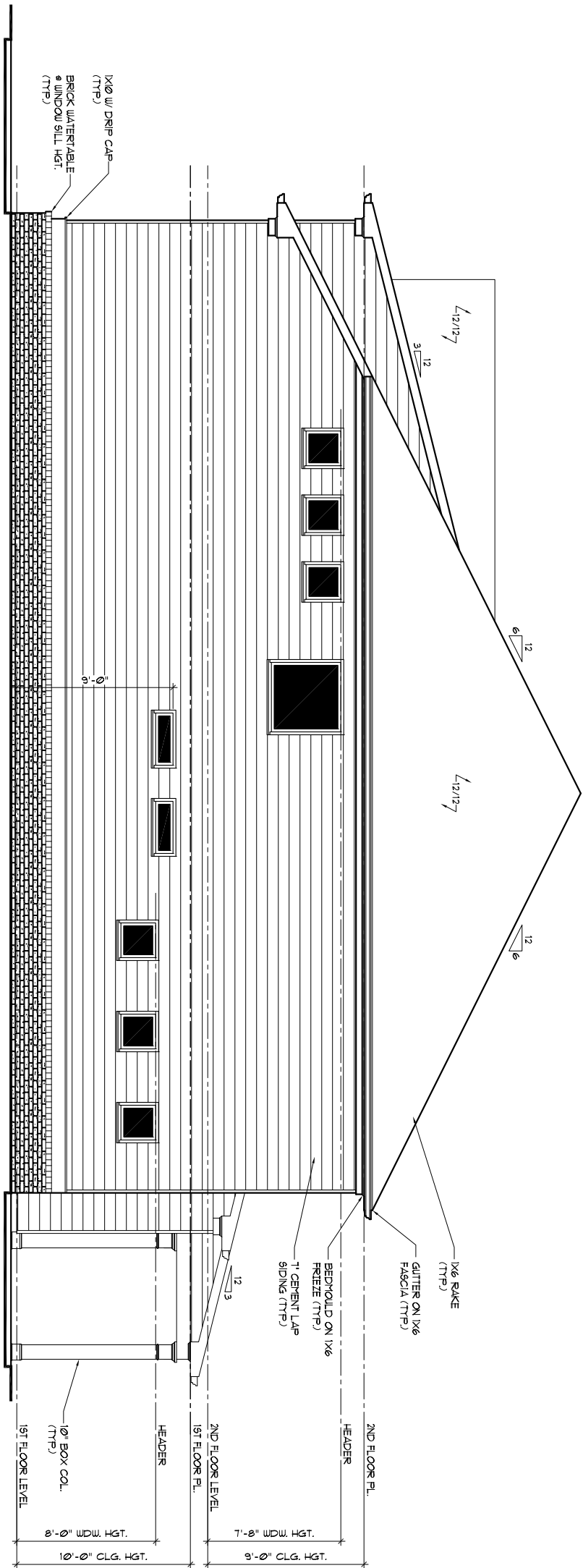
A-3E





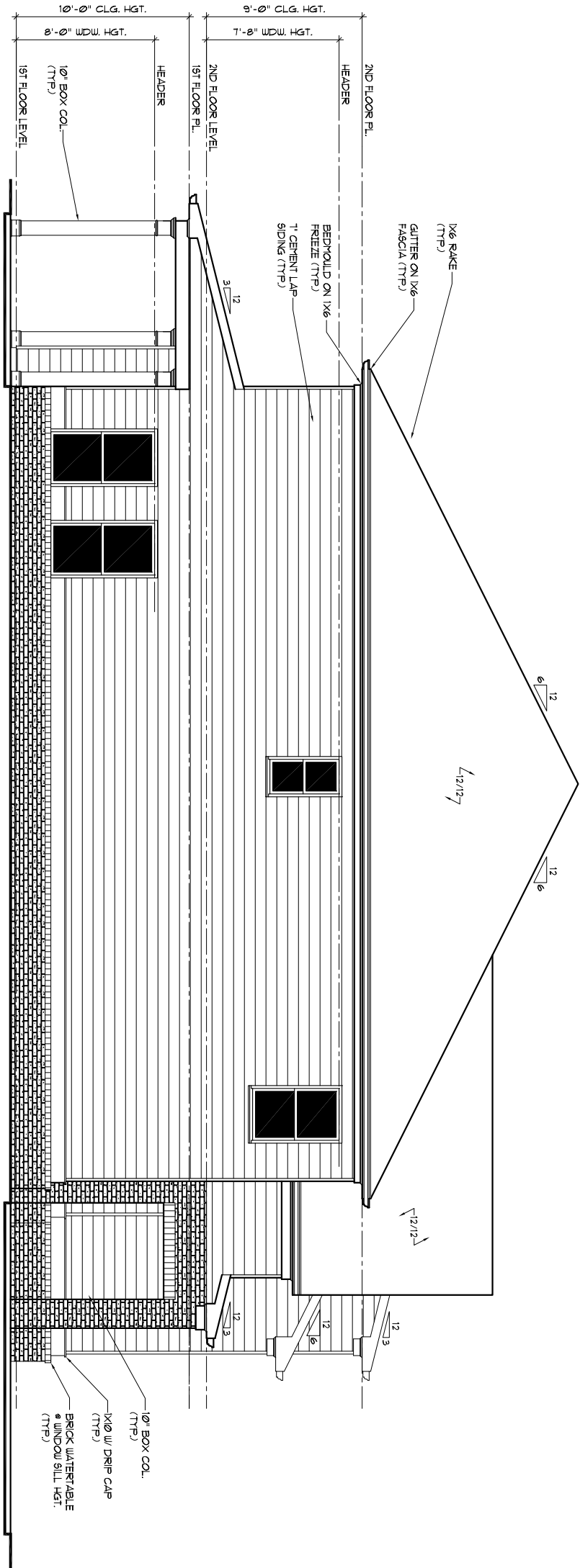
RIGHT ELEVATION "B"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"



RIGHT ELEVATION "B3"

SCALE : 1/8" = 1'-0"



LEFT ELEVATION "B3"

SCALE : 1/8" = 1'-0"

A-4B

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO	DATE
101	12/29/20

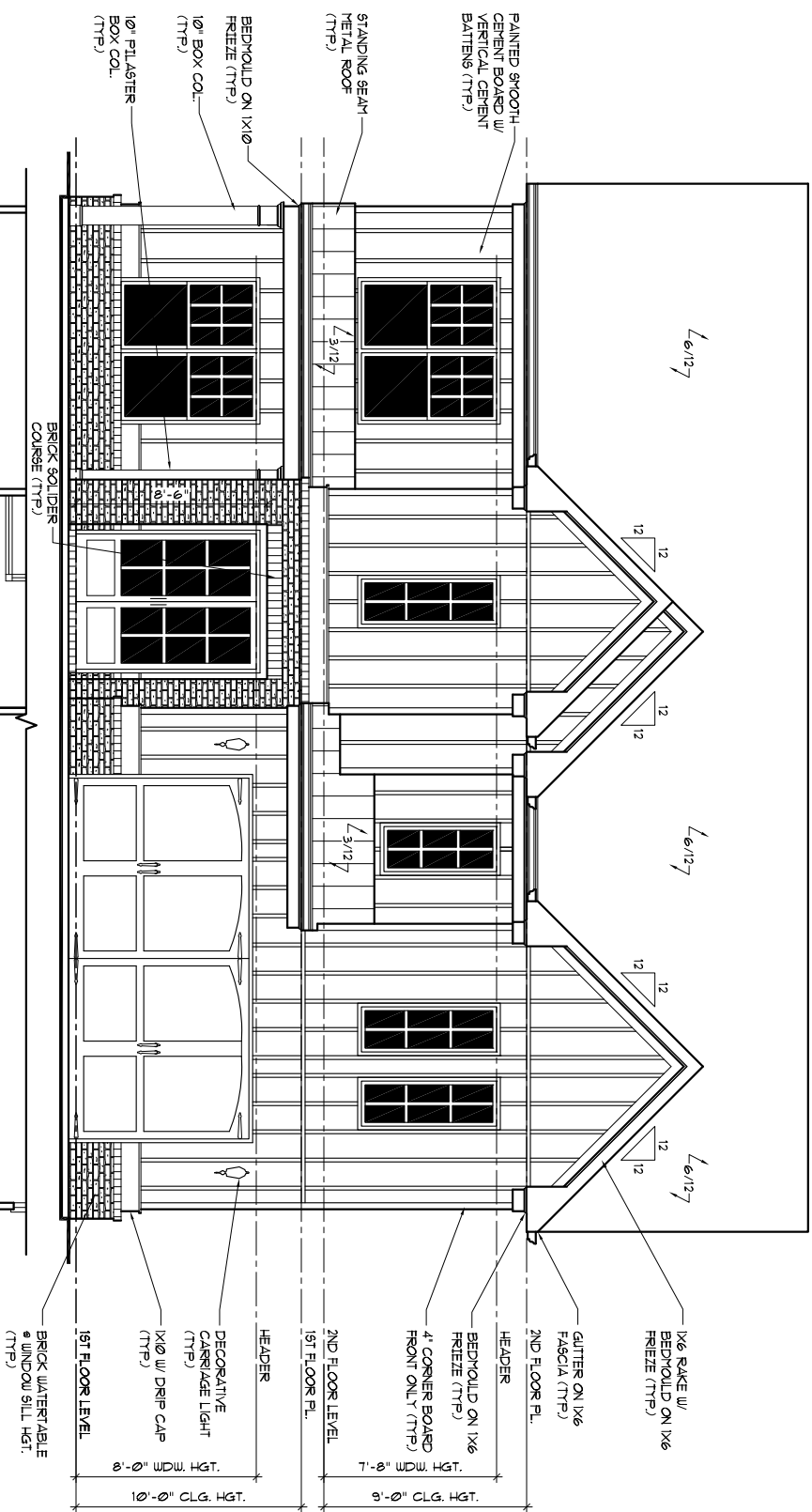


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

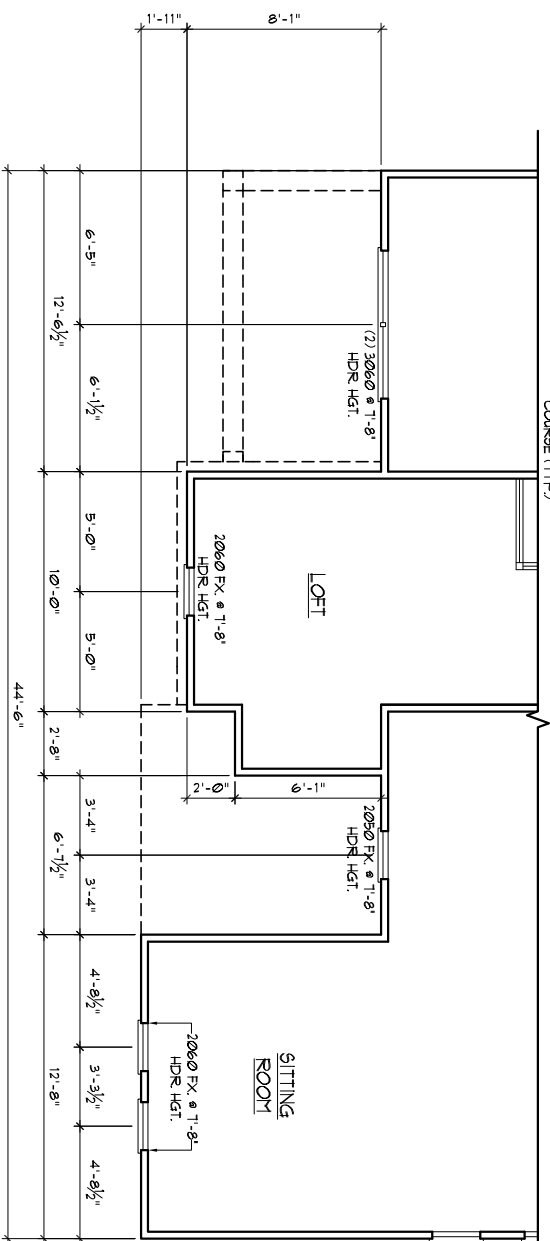
CADD
DRAFTING
SERVICES LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

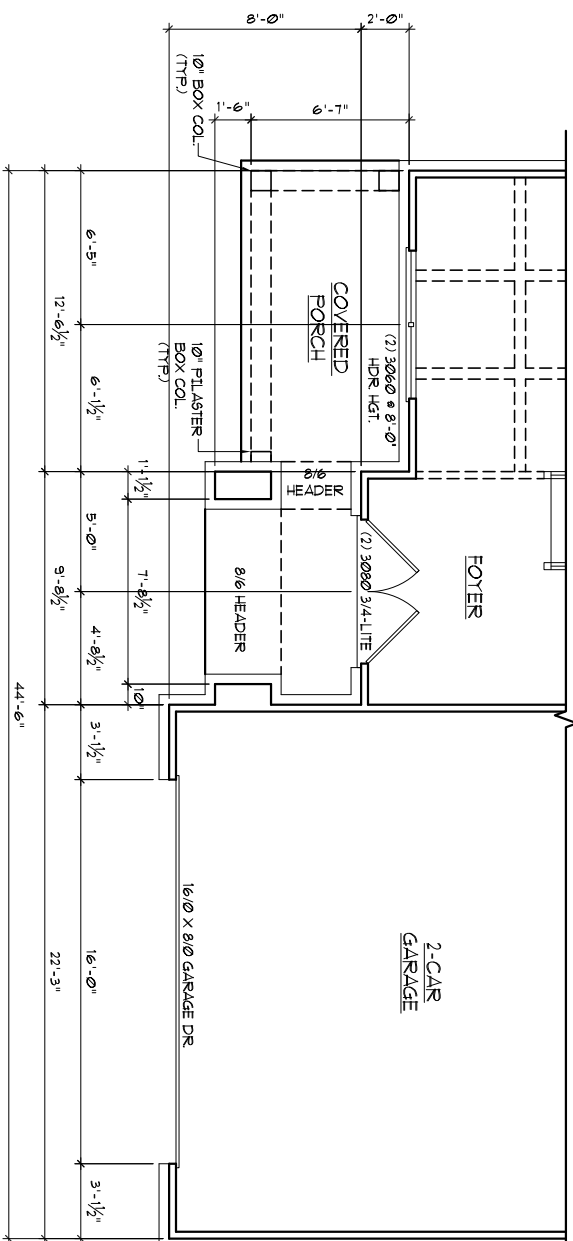


FRONT ELEVATION "C"

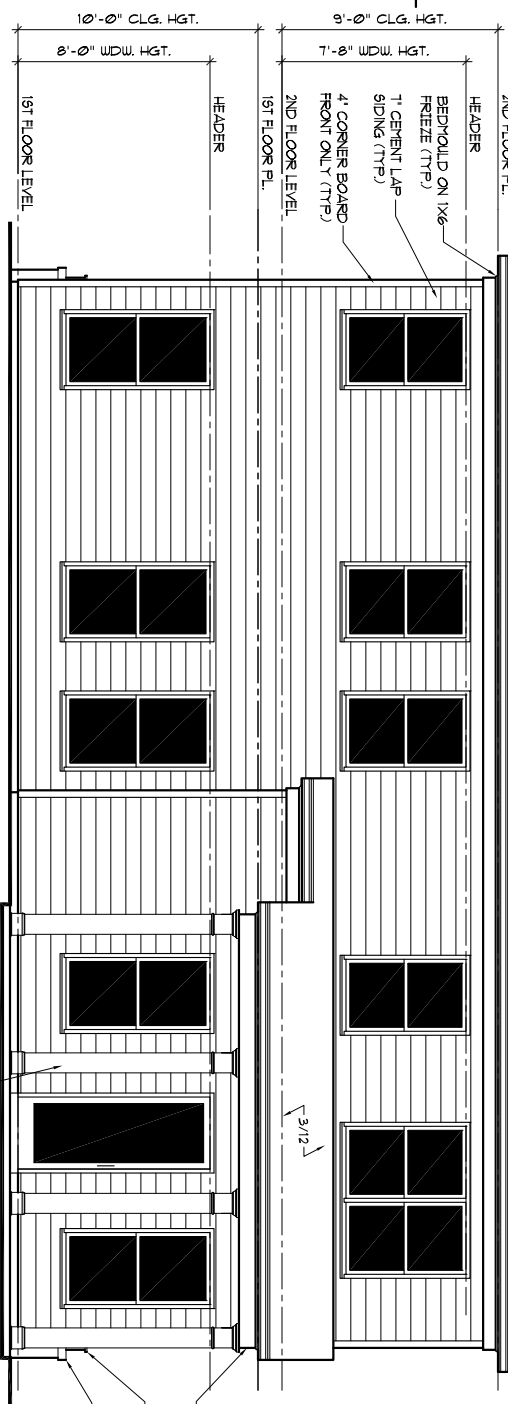
SCALE : 1/8" = 1'-0"



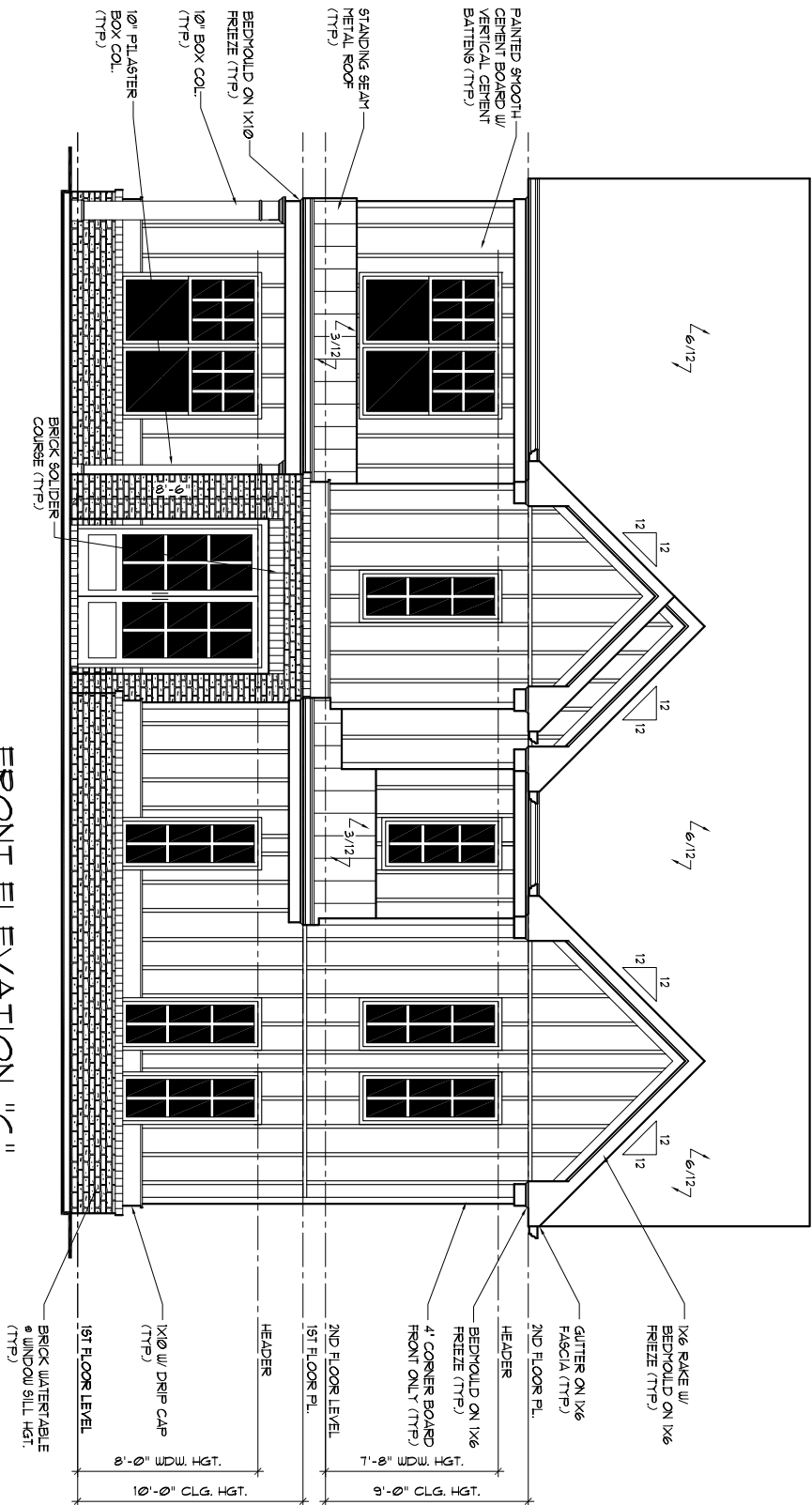
SECOND FLOOR
PLAN "C"
SCALE: 1/8" = 1'-0" 4'-0" CL6. H5



FIRST FLOOR
PLAN "C"

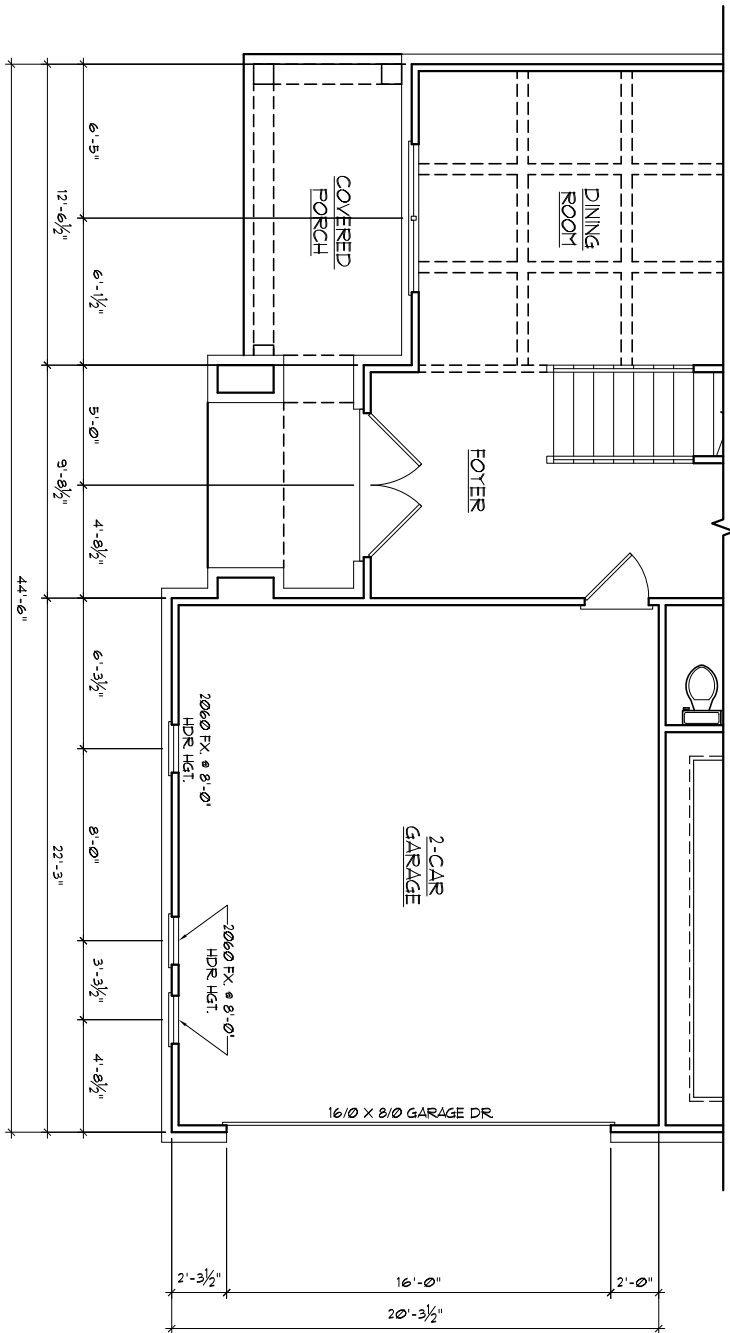


REAR ELEVATION "C"



FRONT ELEVATION "C"
W/ SIDE ENTRY GARAGE

SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
W/ SIDE ENTRY GARAGE

SCALE: 1/8" = 1'-0"

10'-0" CLG. HGT.

A-5A

COPYRIGHT 2019	J.H.
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20



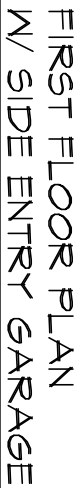
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

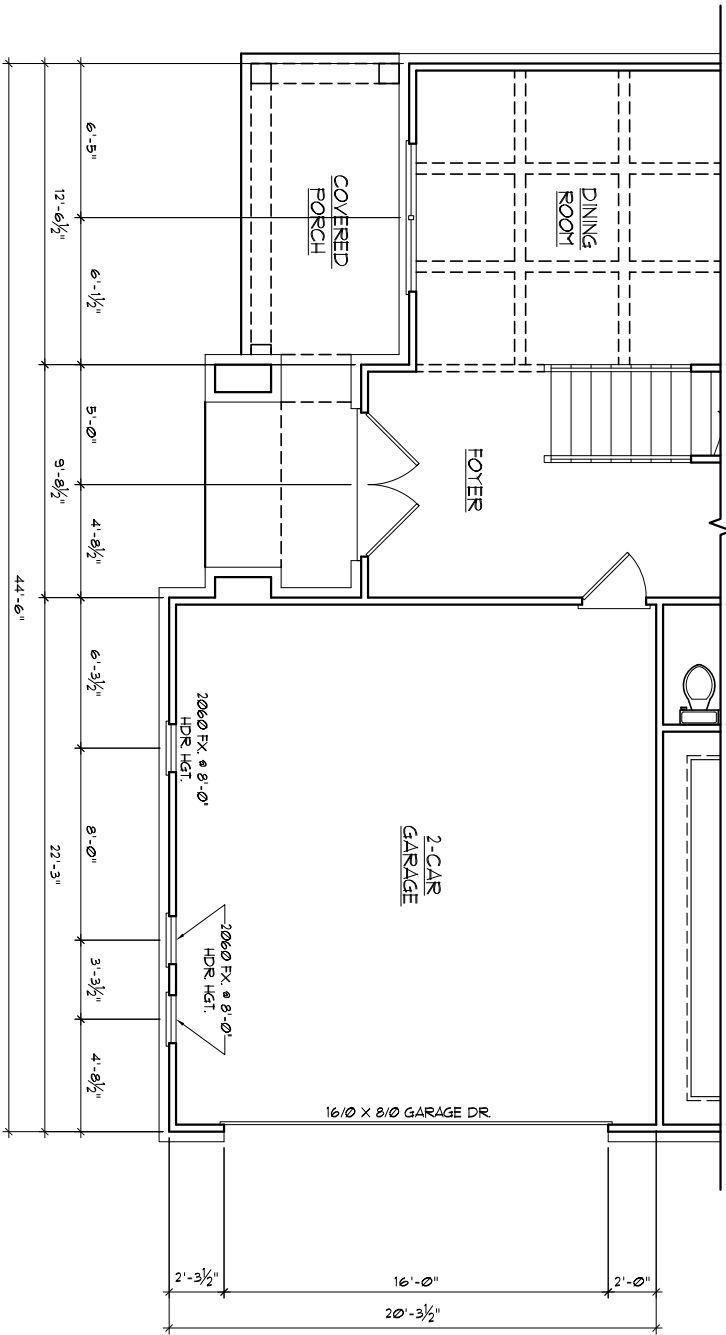






FRONT ELEVATION "C2"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"



FIRST FLOOR PLAN
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"

10'-0" CLG. HGT.

A-5D

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

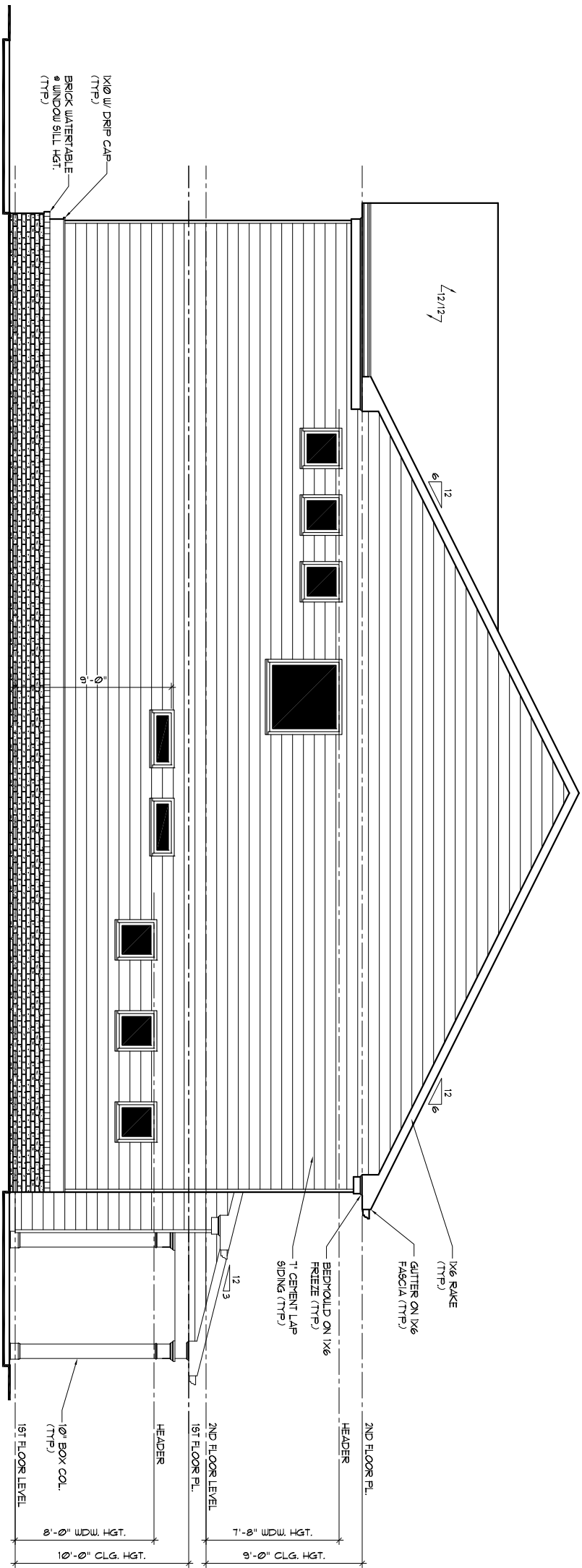


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

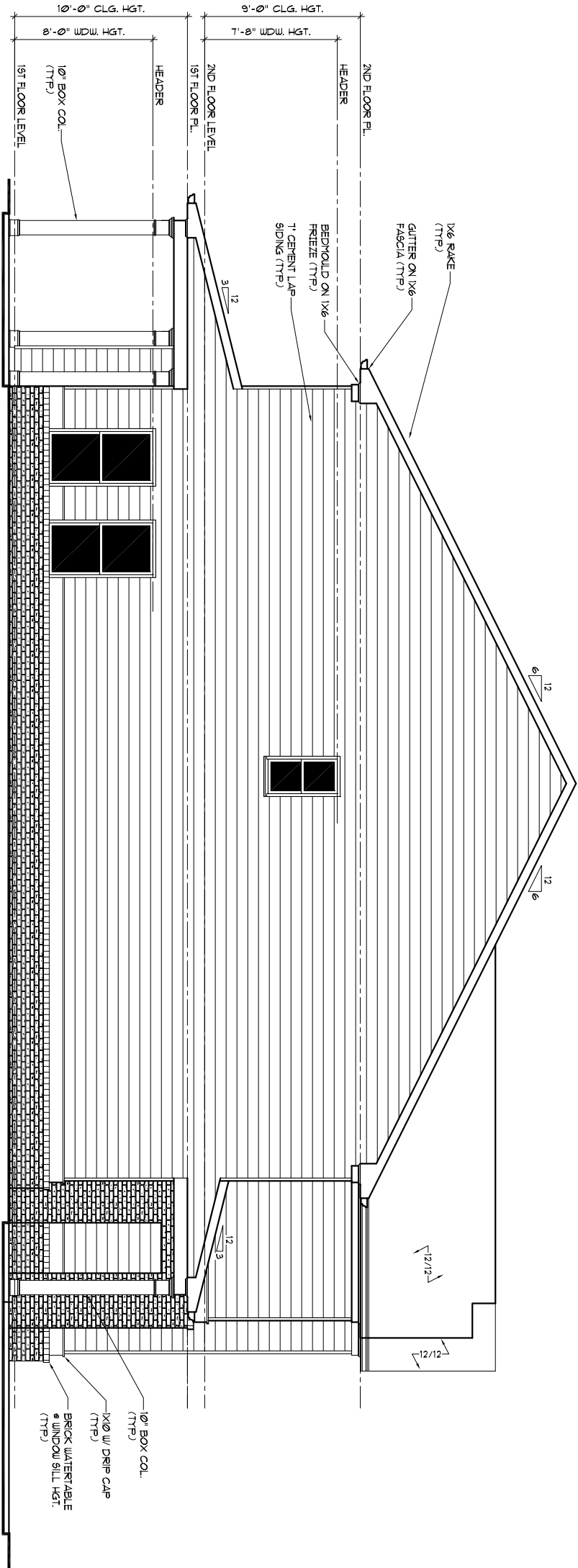
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



RIGHT ELEVATION "C"

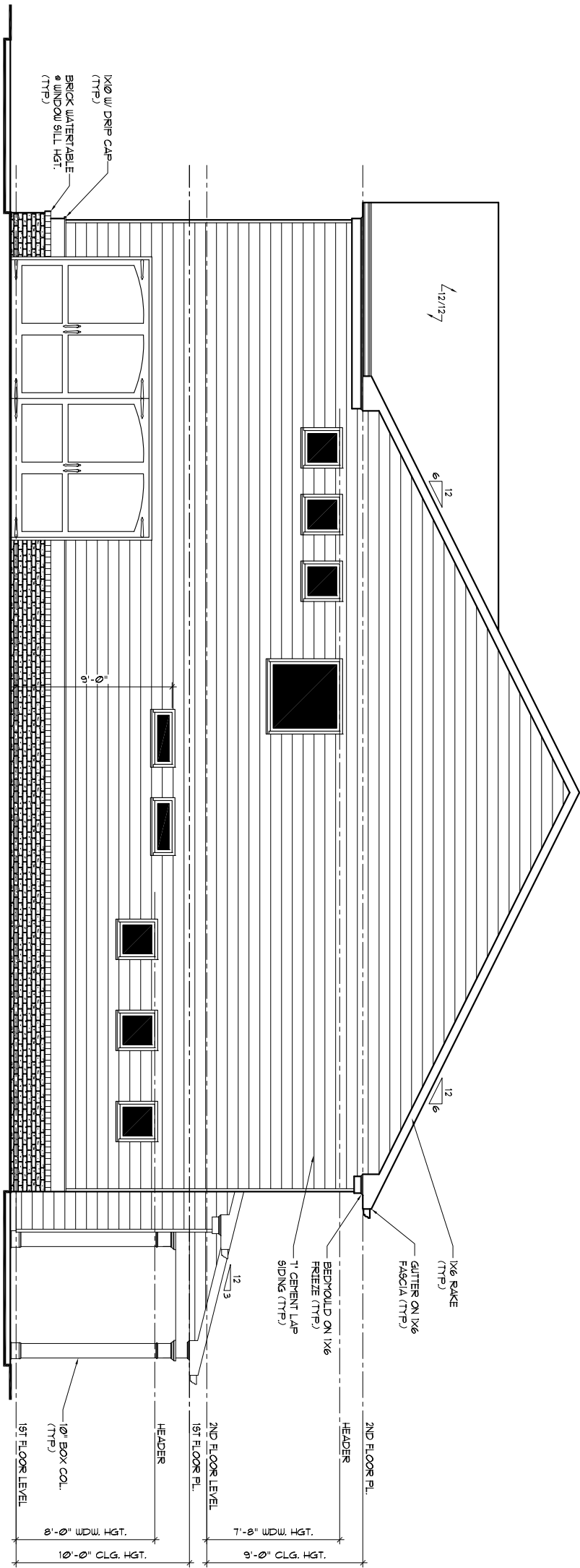
SCALE : 1/8" = 1'-0"



LEFT ELEVATION "C"

SCALE : 1/8" = 1'-0"

COPYRIGHT 2019	
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVIEWED	
NO	DATE
101	12/29/20



RIGHT ELEVATION "C"
W/ SIDE ENTRY GARAGE

SCALE : 1/8" = 1'-0"

A-6A

COPYRIGHT 2019	J.H.
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

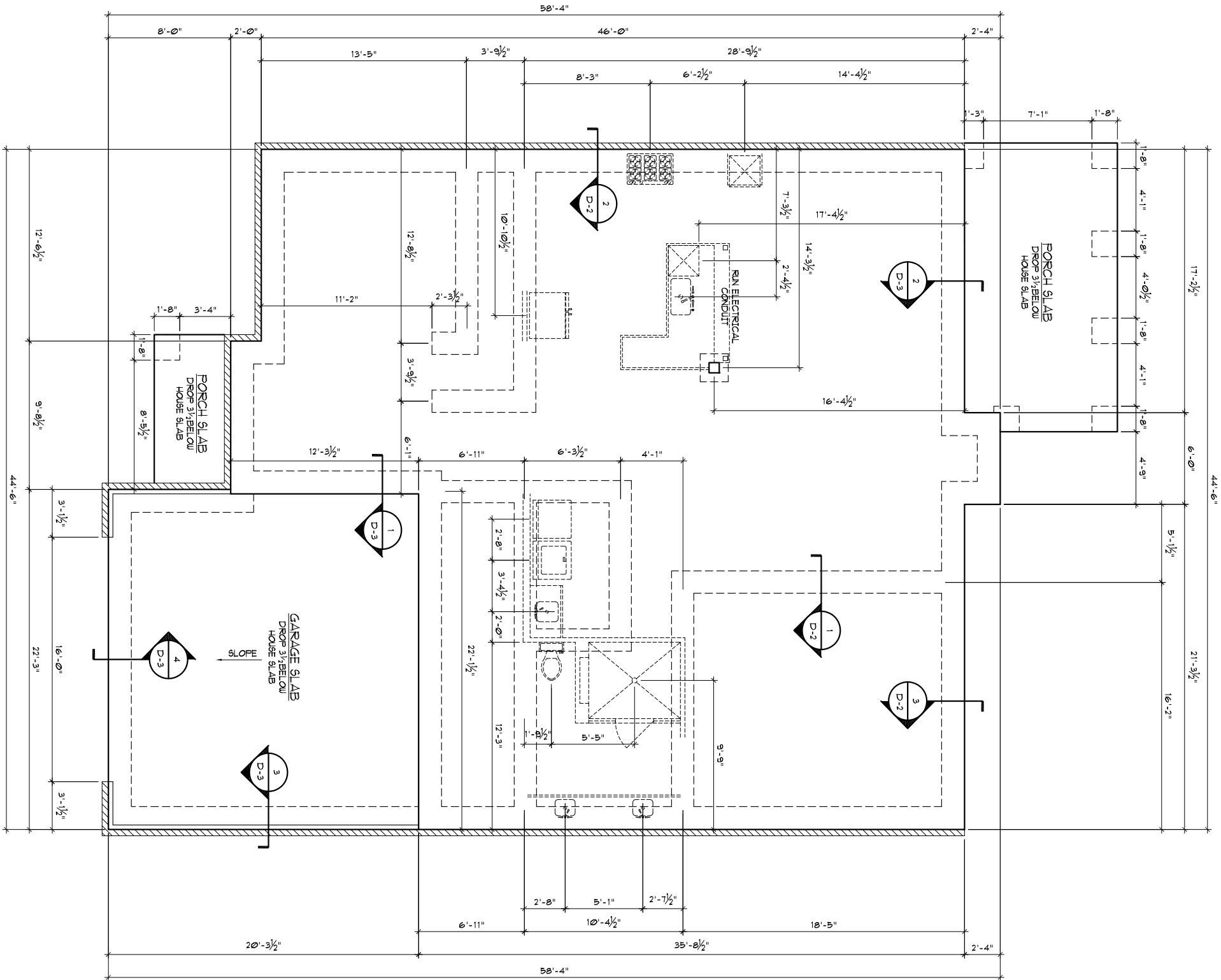


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL



1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



SLAB PLAN

SCALE : 1/8" = 1'-0"

A-7

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

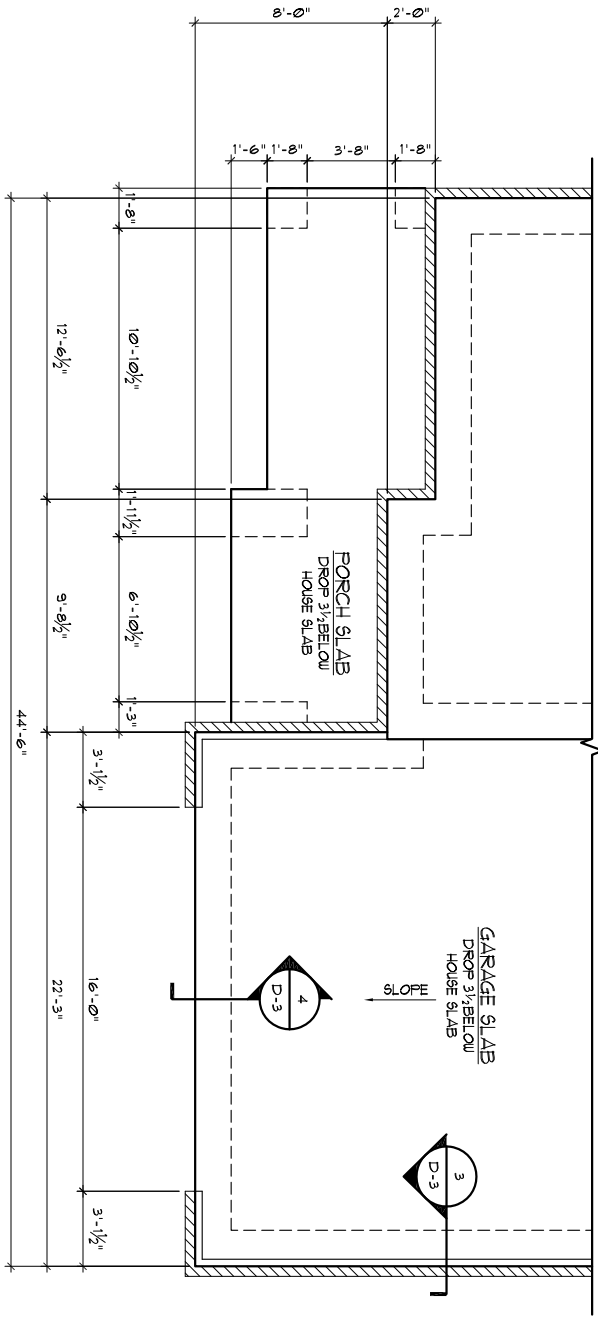


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

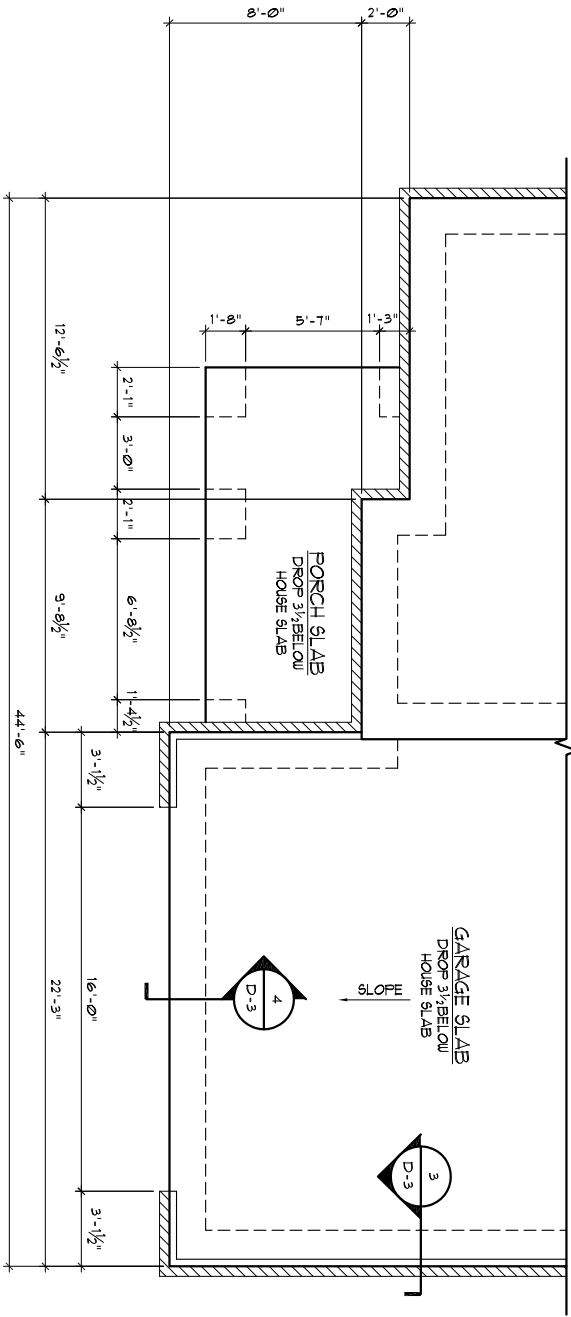
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



SLAB PLAN "C"

SCALE : 1/8" = 1'-0"



SLAB PLAN "B"

SCALE : 1/8" = 1'-0"

A-7A

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVIEWED	
NO	DATE
101	12/29/20

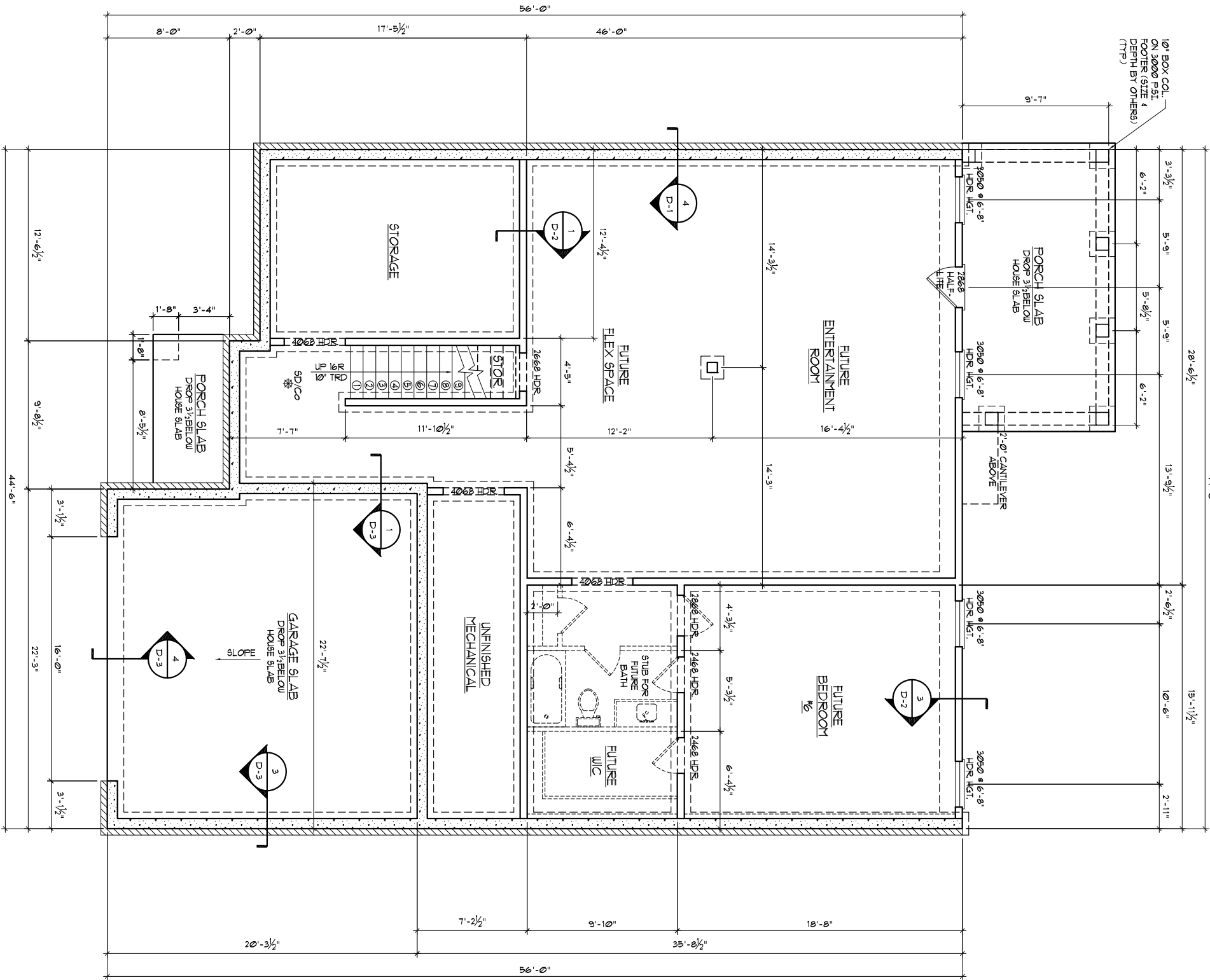


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



OPT. BASEMENT PLAN

SCALE: 1/8" = 1'-0"

4'-0" CLS. H&V.

SD/Co	SMOKE DETECTOR & CARBON MONOXIDE
SD	SMOKE DETECTOR
GFCL	GFCL OUTLET
EXH	EXHAUST FAN

COPYRIGHT 2019
DRAWN BY: J.H.
CHECKED BY: J.H.
DATE: 11/07/19
REVISION
NO.
DATE
10
12/29/20

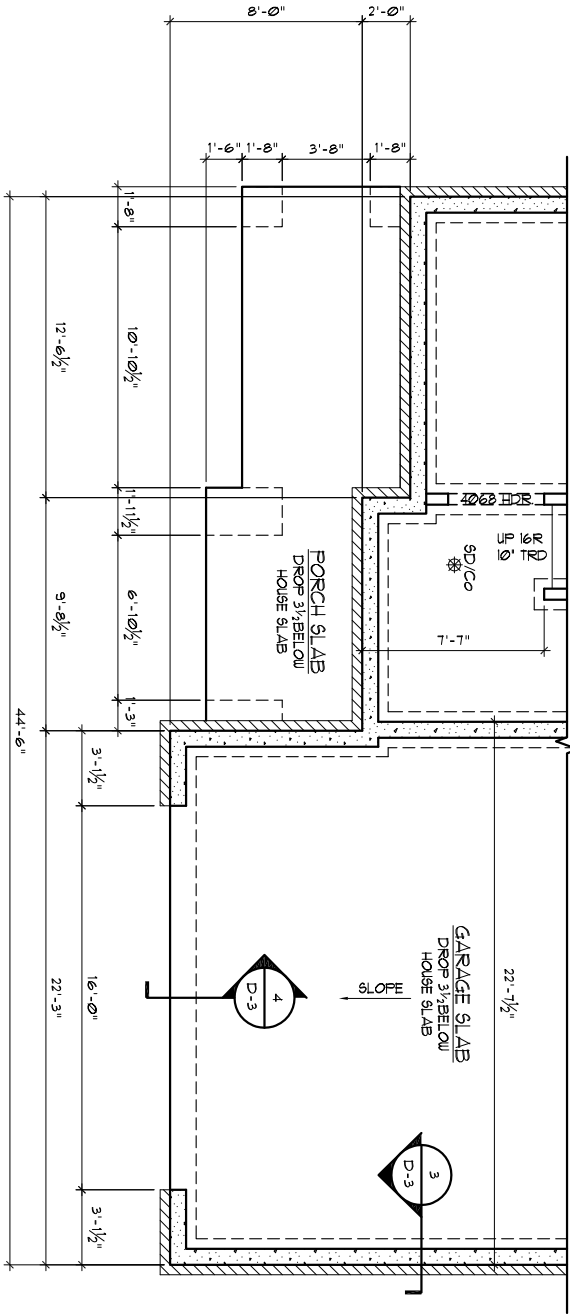


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

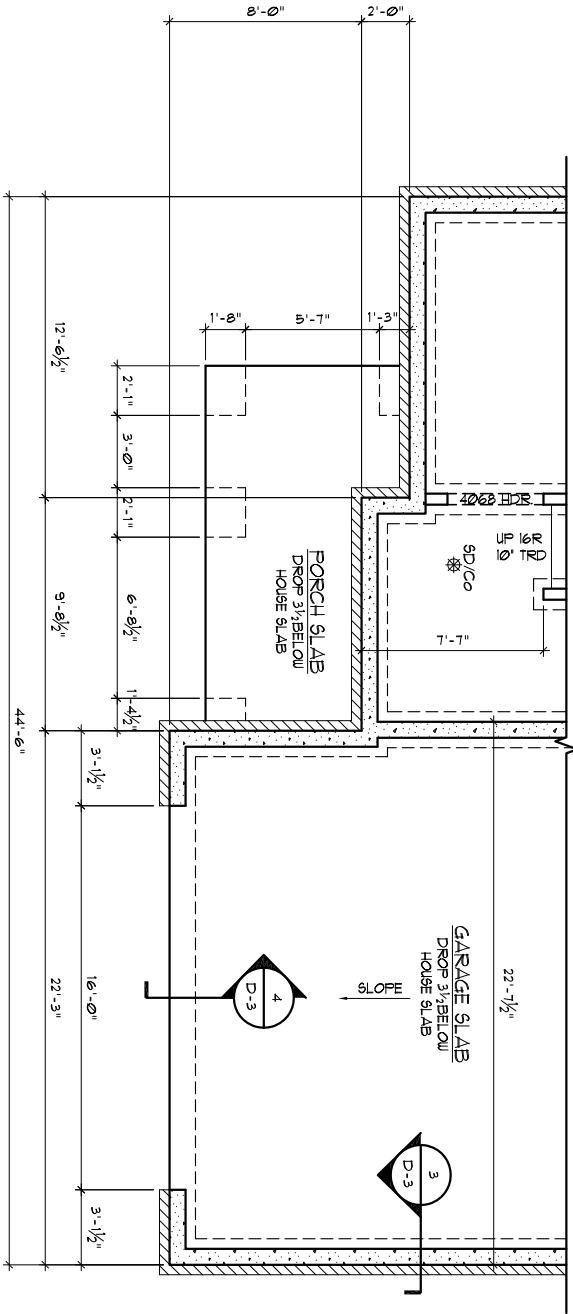
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



BASEMENT PLAN "C"

SCALE : 1/8" = 1'-0"



BASEMENT PLAN "B"

SCALE : 1/8" = 1'-0"

A-8A

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

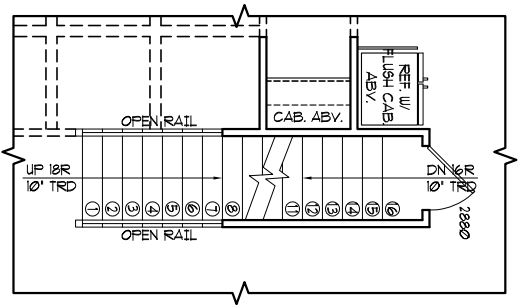


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

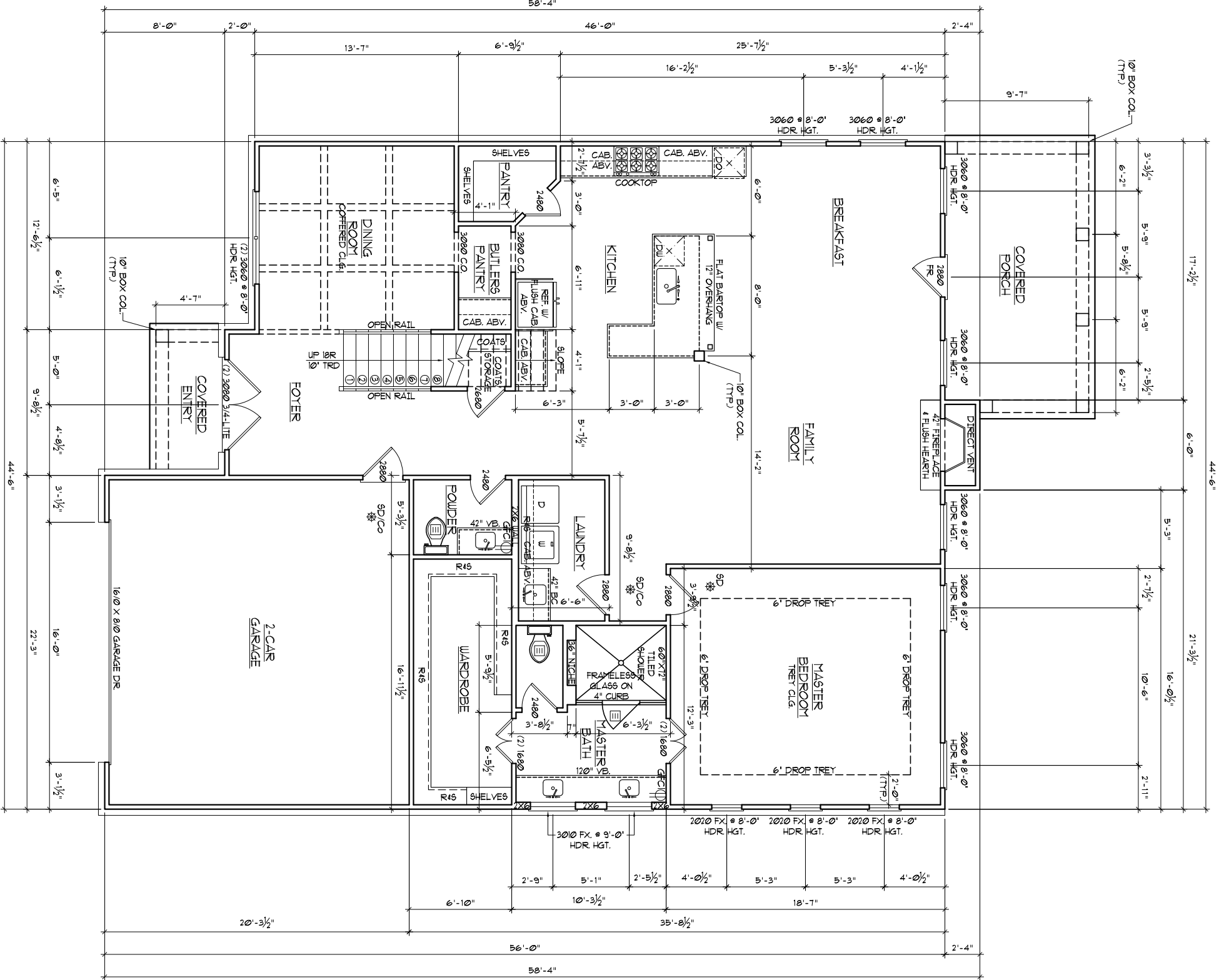
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



FIRST FLOOR PLAN
W/ OPT. BASEMENT

SCALE : 1/8" = 1'-0"



FIRST FLOOR PLAN

SCALE : 1/8" = 1'-0" 10'-0" CLG. HGT.

SQUARE FOOTAGE	
FIRST FLOOR PLAN	1,841 SQ. FT.
SECOND FLOOR PLAN	2,169 SQ. FT.
TOTAL	4,000 SQ. FT.
GARAGE	448 SQ. FT.
UNFINISHED BASEMENT	1,800 SQ. FT.
SECOND FLOOR PLAN "B"	2,211 SQ. FT.
SECOND FLOOR PLAN "C"	2,226 SQ. FT.

SD/Co	SMOKE DETECTOR & CARBON MONOXIDE
SD	SMOKE DETECTOR
GFCI	GFCI OUTLET
EXH	EXHAUST FAN

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES
LLC

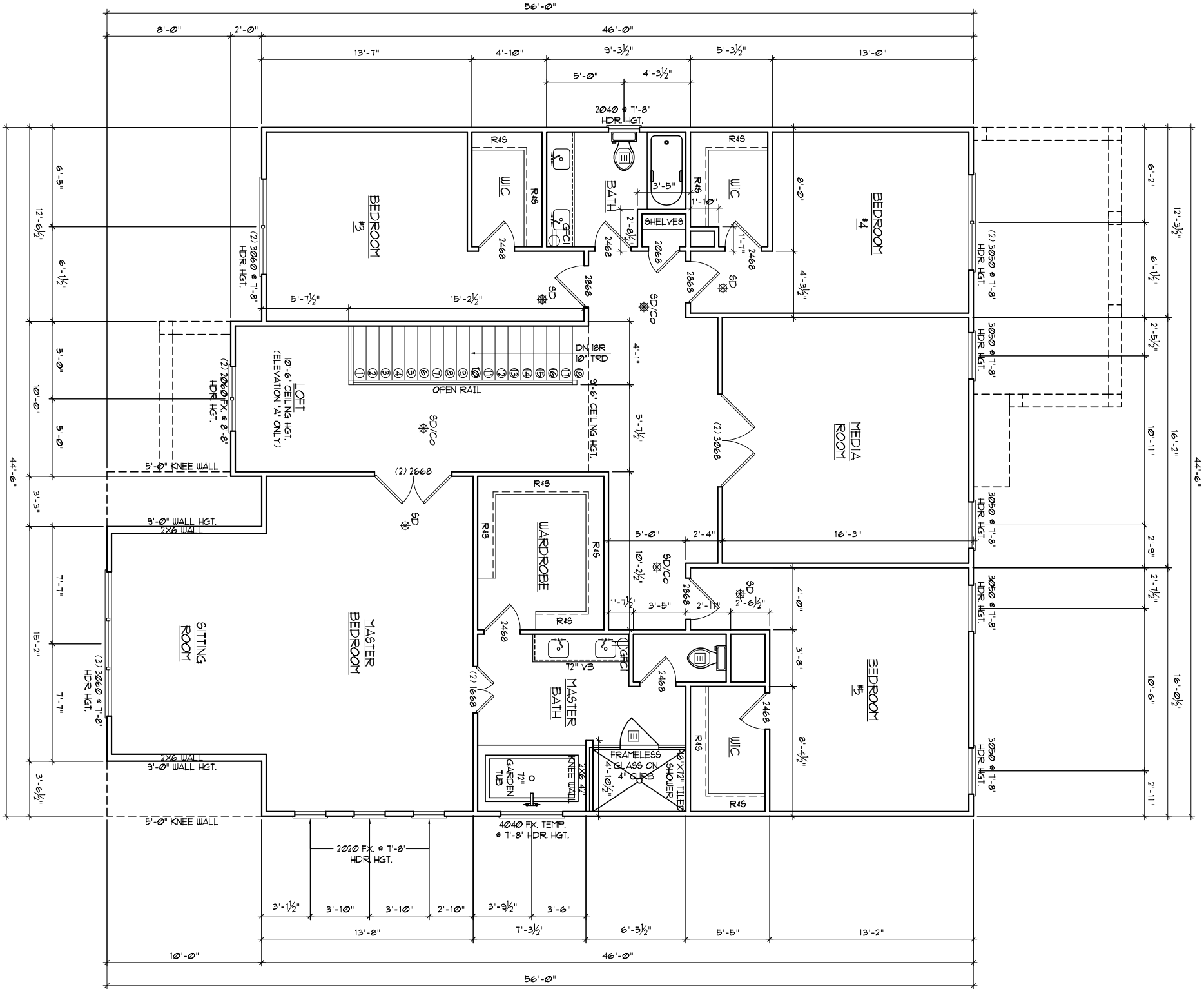
MARSHALL

3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



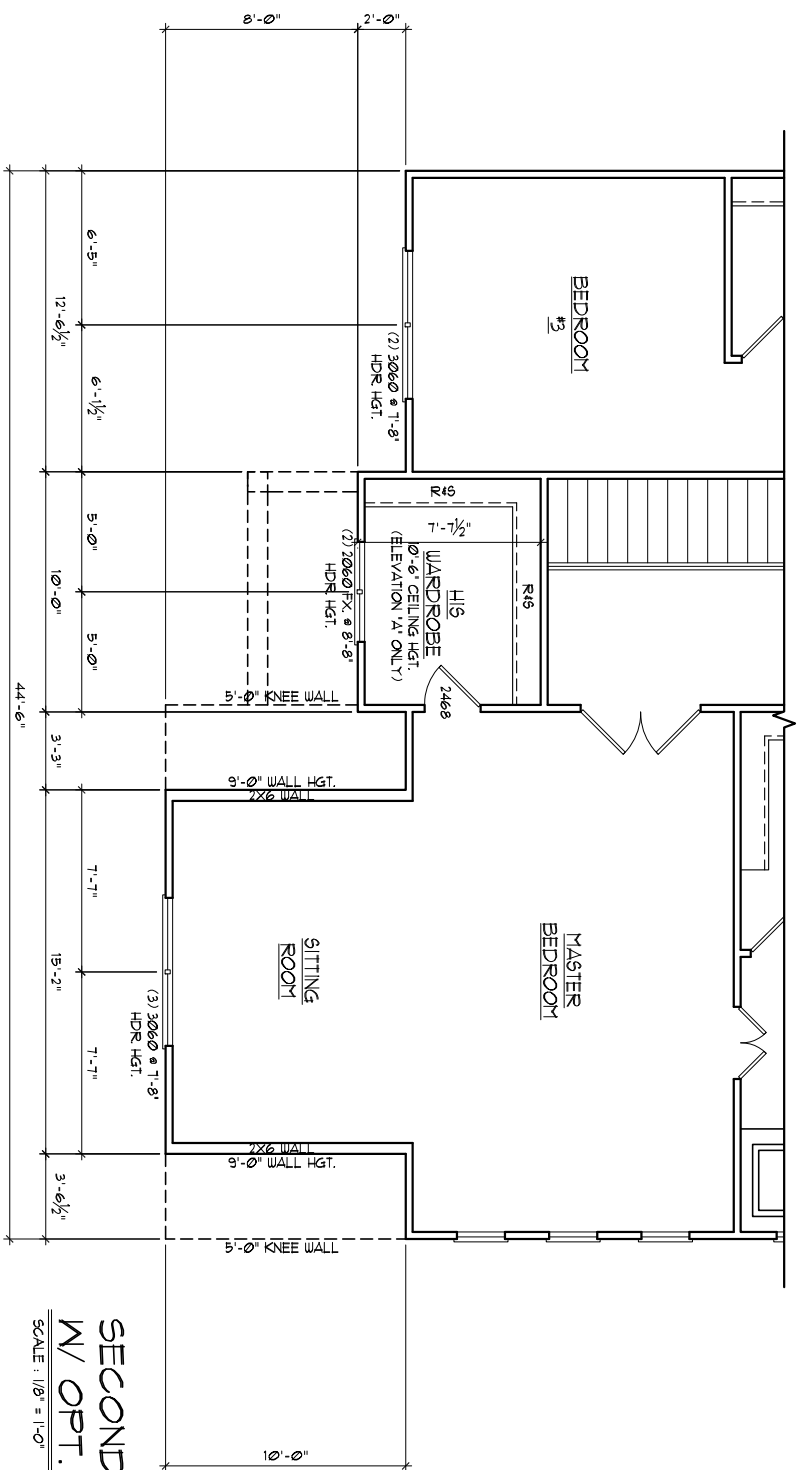
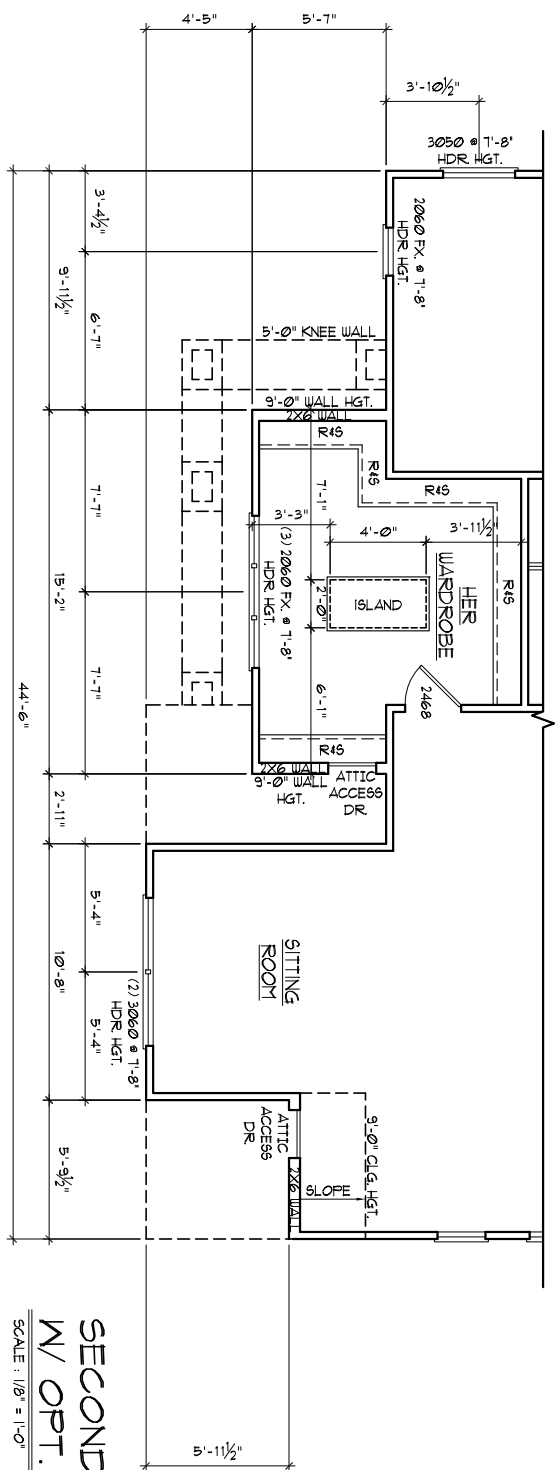
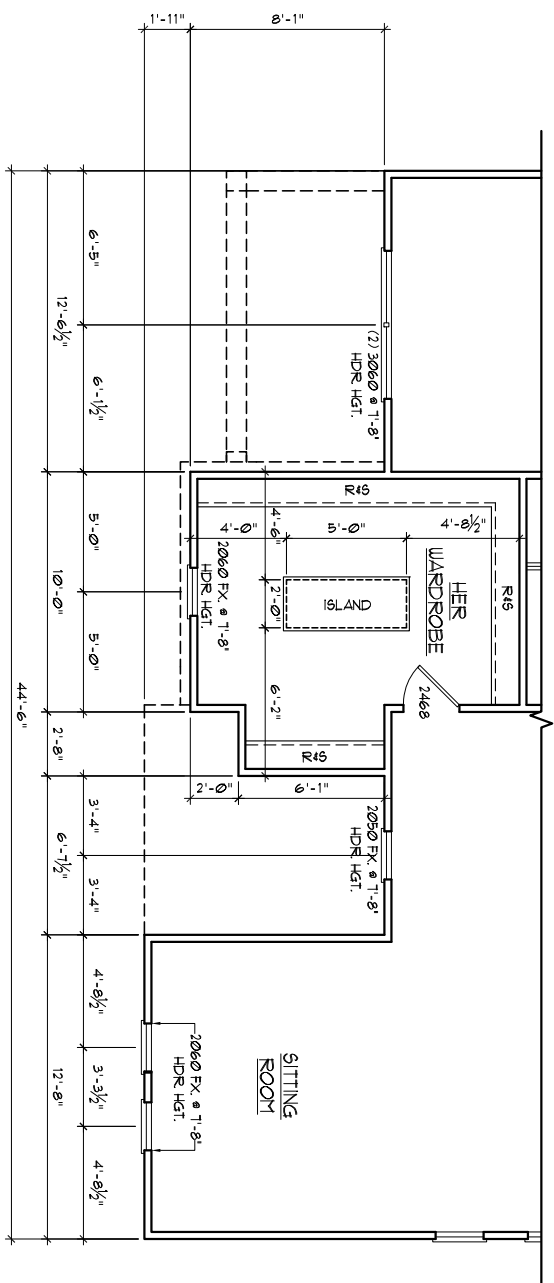
COPYRIGHT 2019	J.H.
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVISED	DATE
101	12/29/20

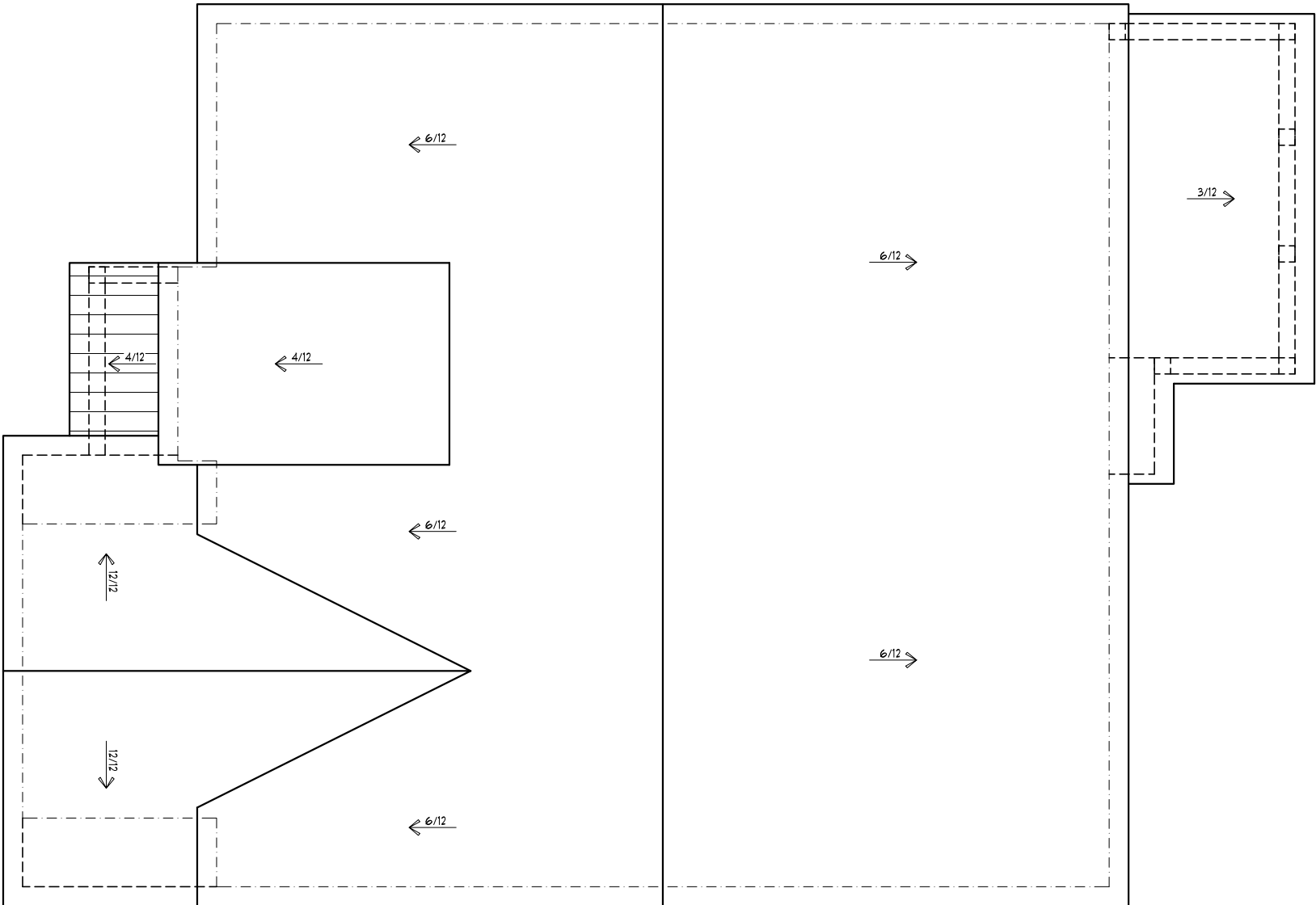
A-9



SECOND FLOOR PLAN

SD/CO	SMOKE DETECTOR & CARBON MONOXIDE
SD	SMOKE DETECTOR
GFCI	GFCI OUTLET
EX	EXHAUST FAN



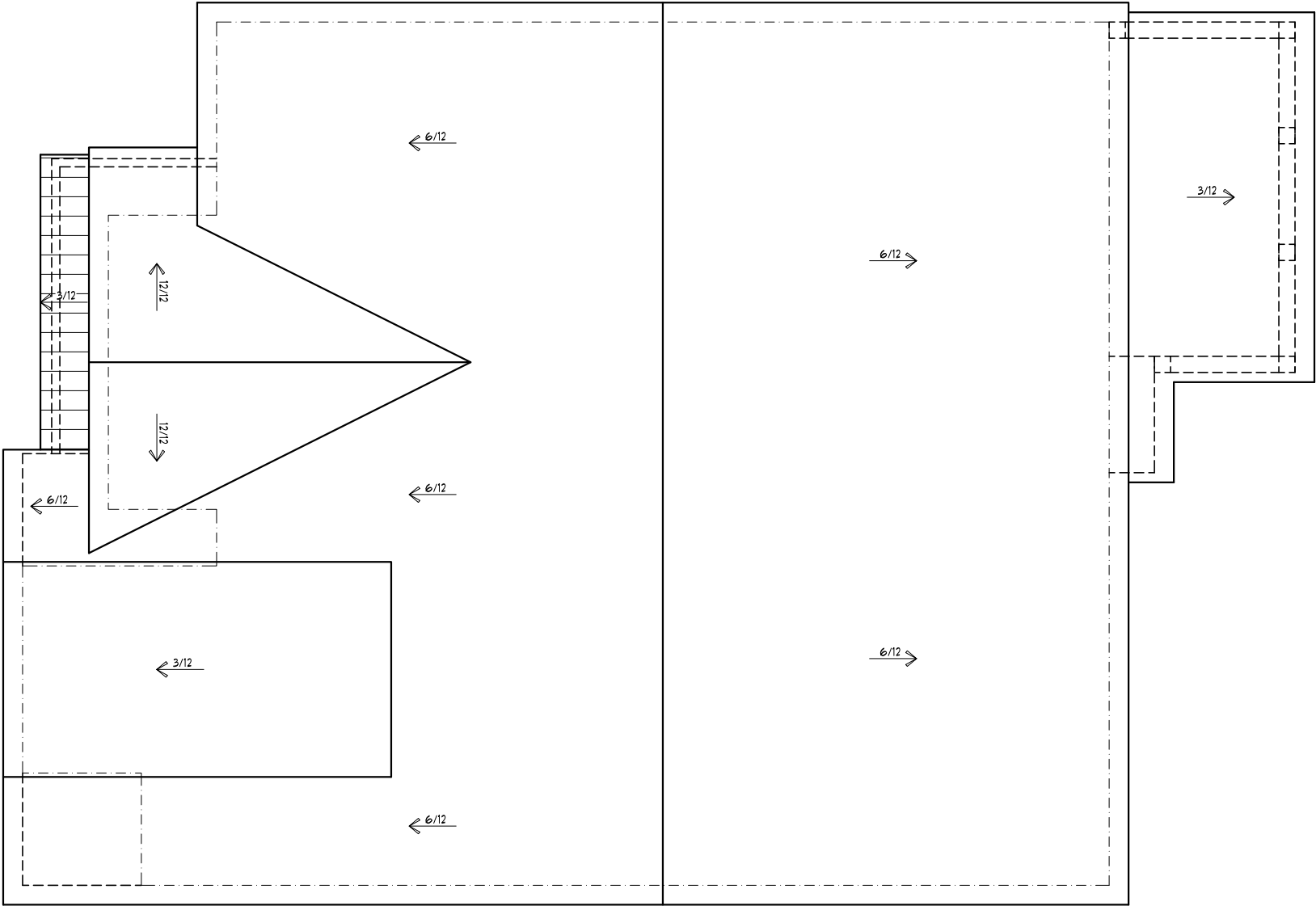


ROOF PLAN "A"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERLAYS TO BE 1'-0"
UNLESS NOTED OTHERWISE.

NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES.



ROOF PLAN "B"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERLAYS TO BE 1'-0"
UNLESS NOTED OTHERWISE.

NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES.

A-11

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

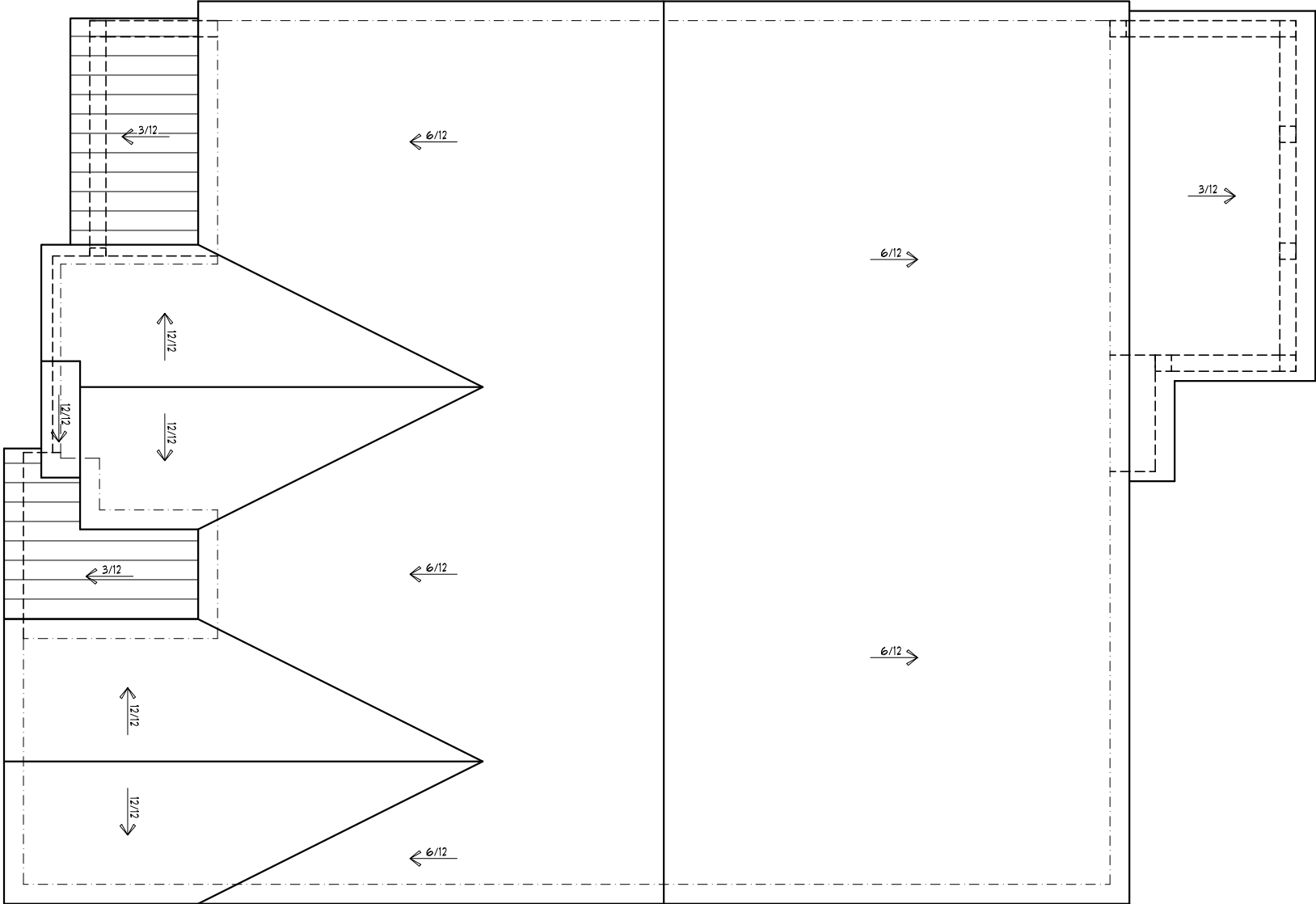


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



ROOF PLAN "C"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERHANGS TO BE 1'-0"
UNLESS NOTED OTHERWISE.

NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES.

A-11A

COPYRIGHT 2019	
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

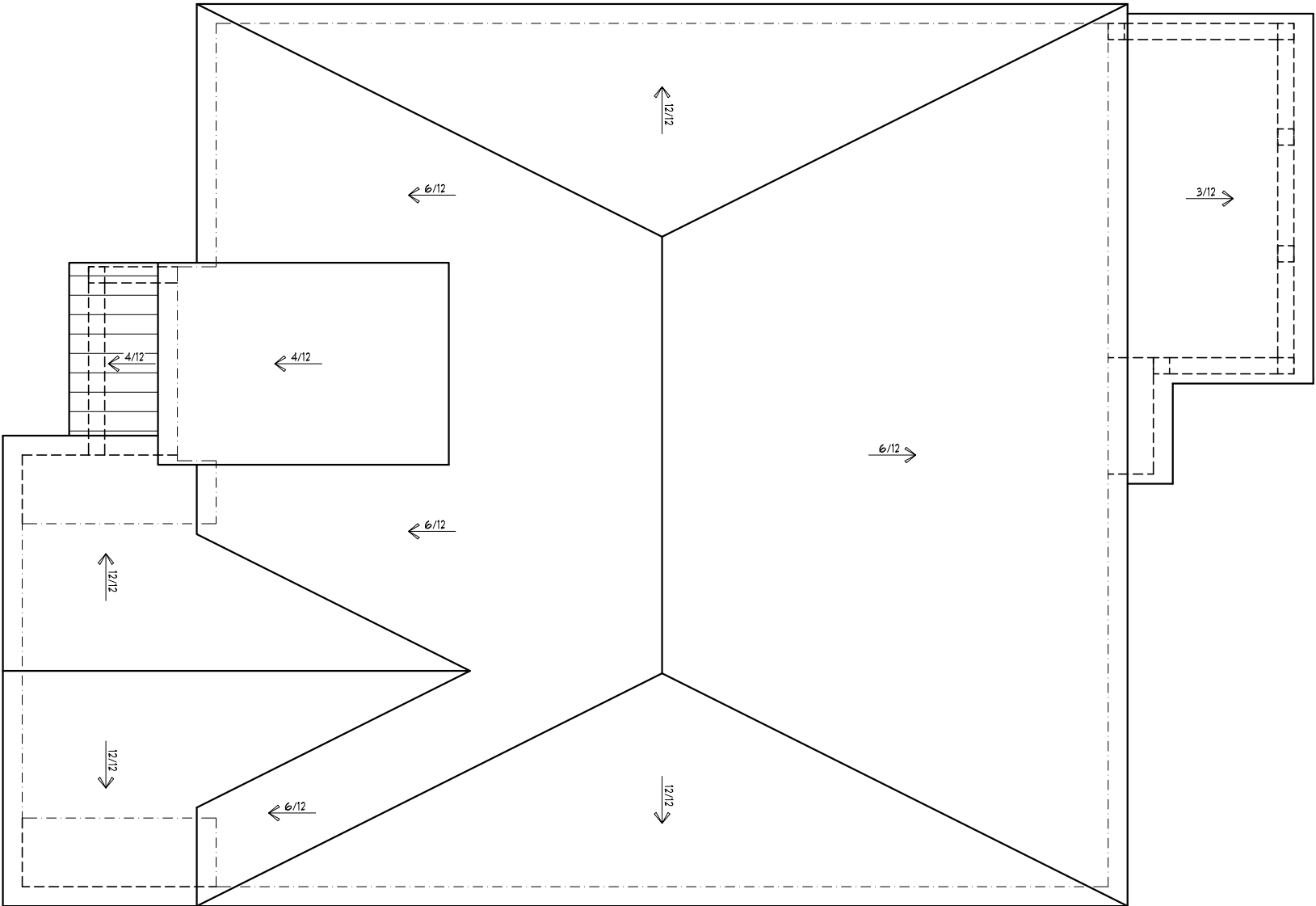


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

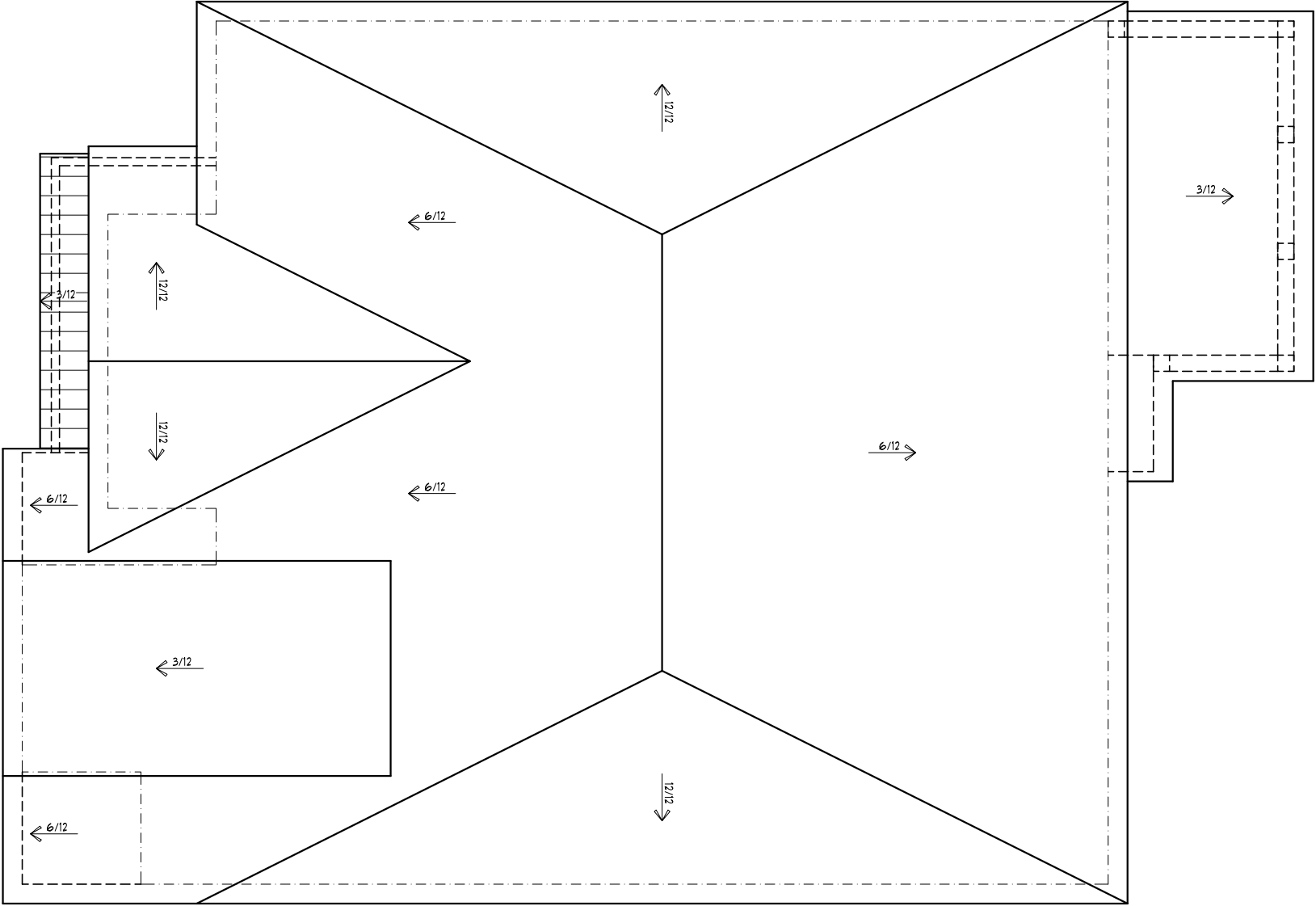


ROOF PLAN "A3"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERLAPS TO BE 1'-0"
UNLESS NOTED OTHERWISE.

NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES.



ROOF PLAN "B3"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERLAPS TO BE 1'-0"
UNLESS NOTED OTHERWISE.

NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES.

A-11B

COPYRIGHT 2019	J.H.
DRAWN BY:	J.H.
CHECKED BY:	J.H.
DATE	11/07/19
REVISION	
NO	DATE
101	12/29/20

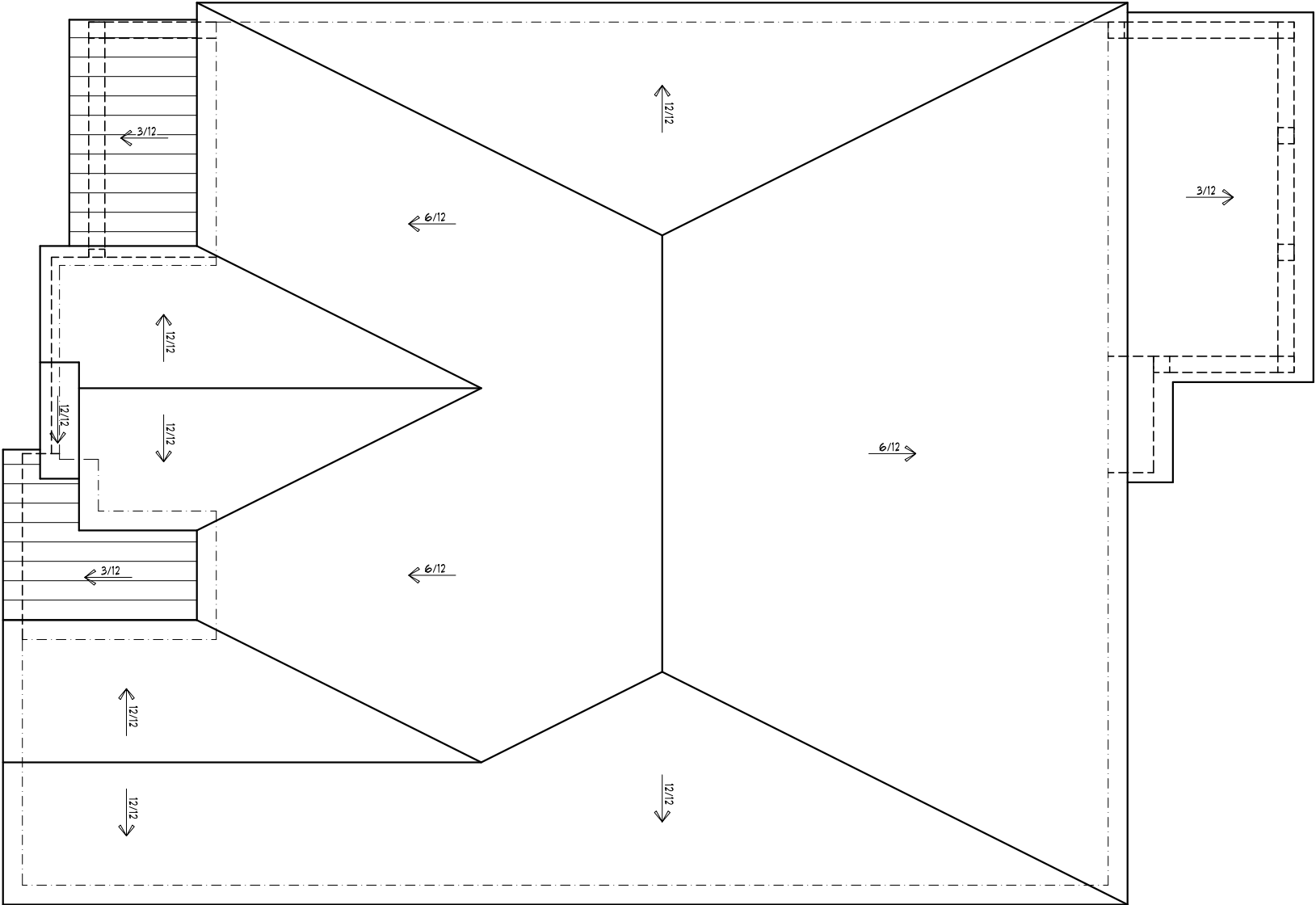


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



ROOF PLAN "C3"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERLAPS TO BE 1'-0"
UNLESS NOTED OTHERWISE.

NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES.

A-11C

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISION	
NO.	DATE
101	12/29/20

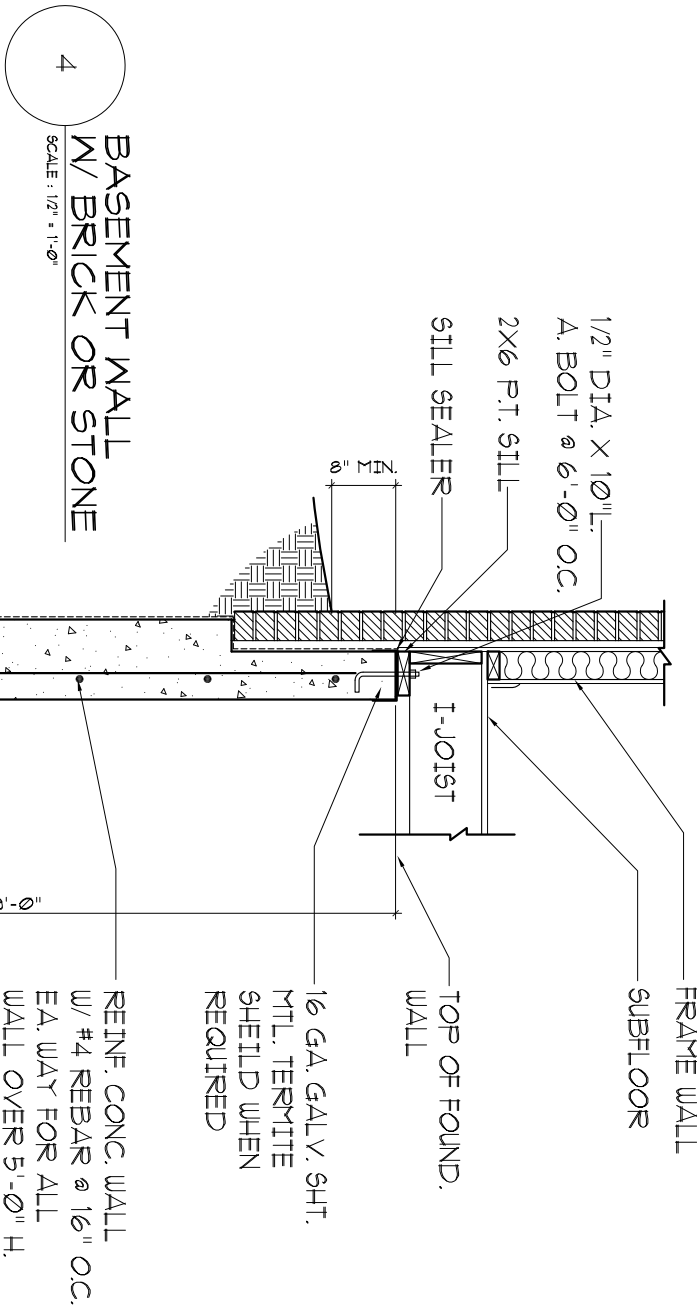
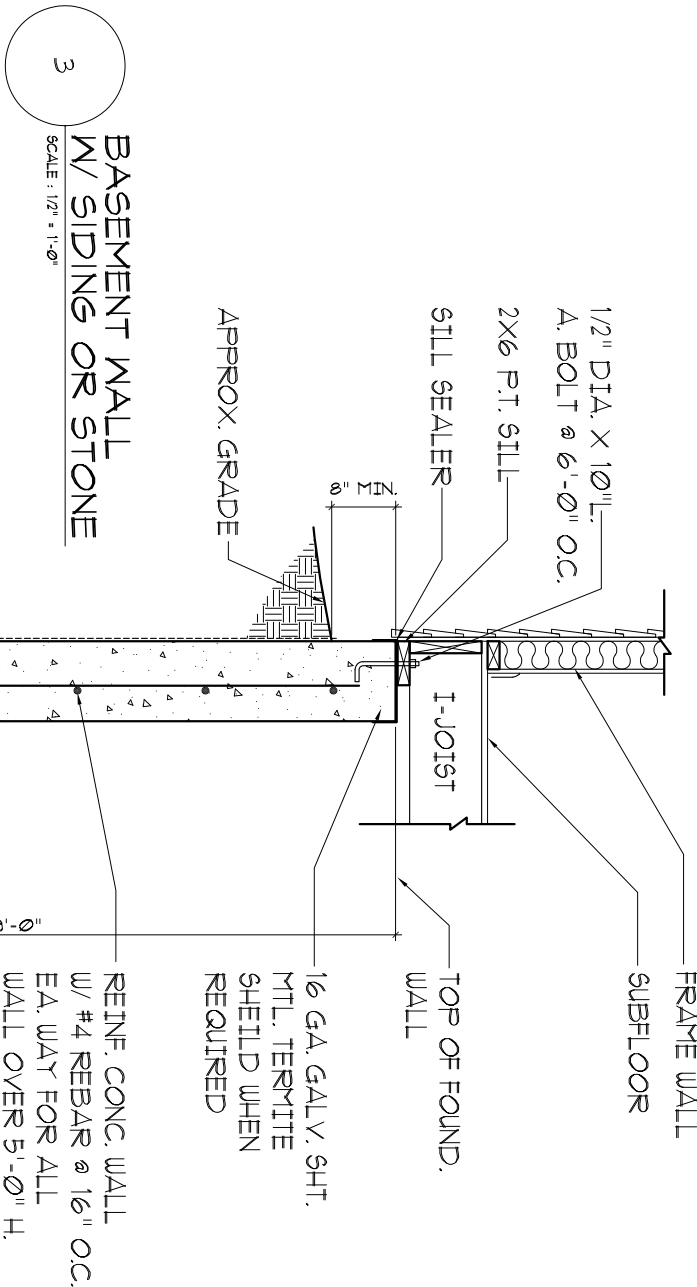
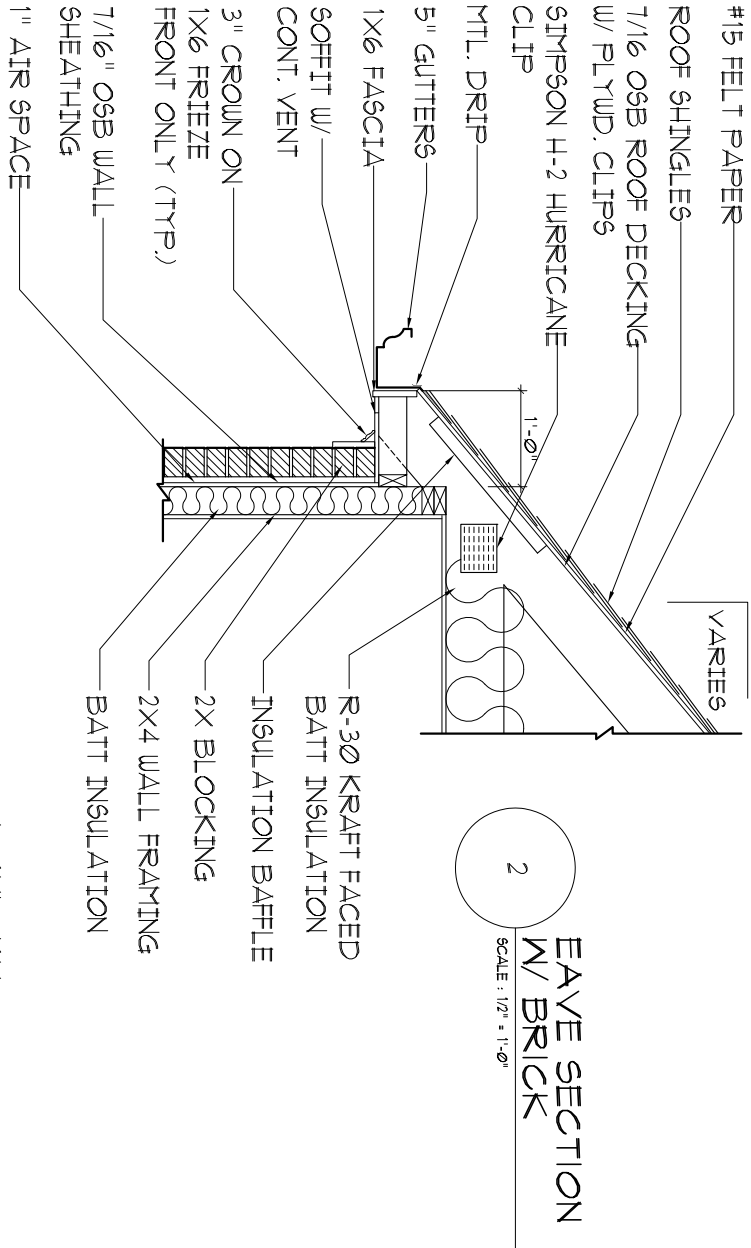
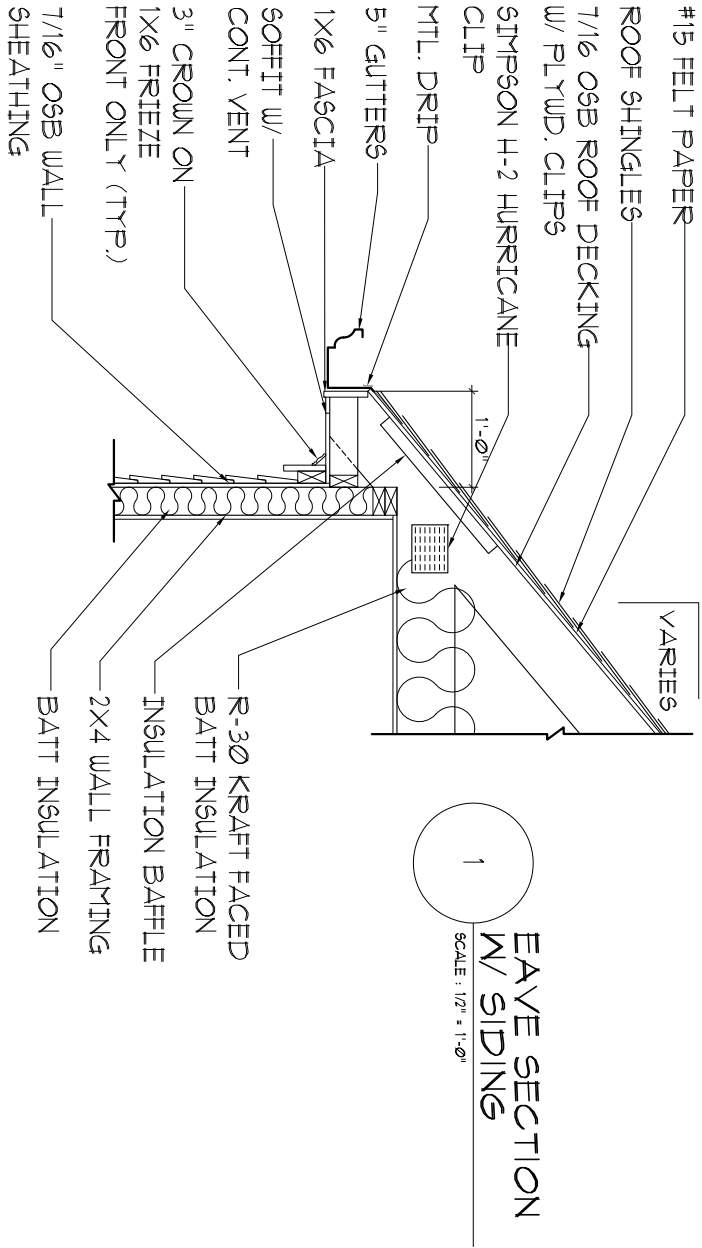


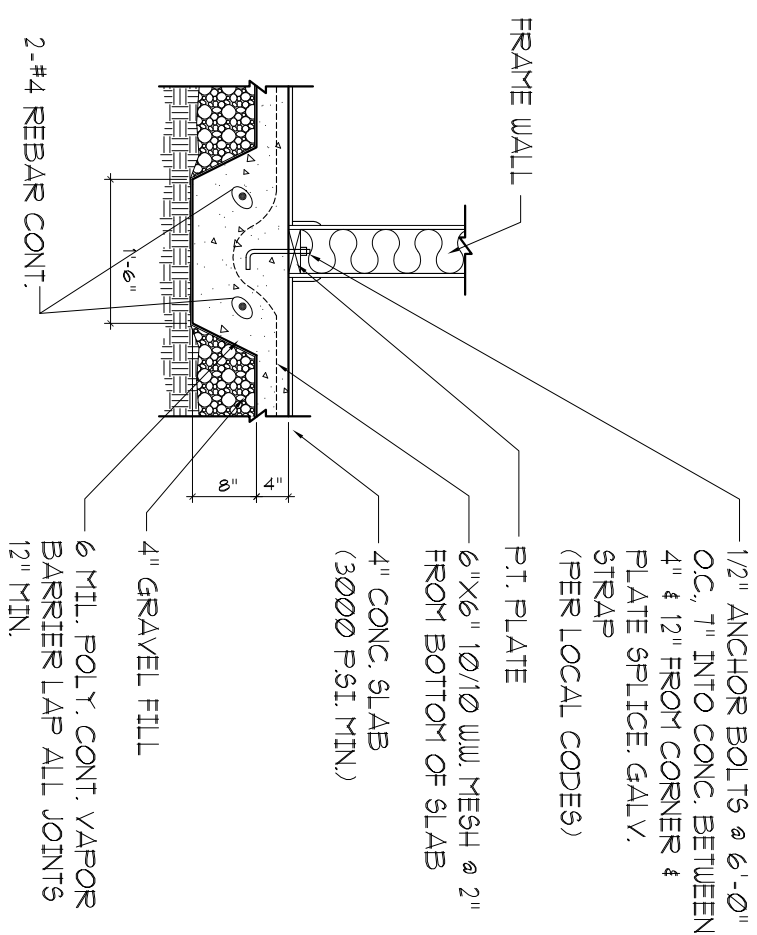
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

MARSHALL

CADD
DRAFTING
SERVICES
LLC

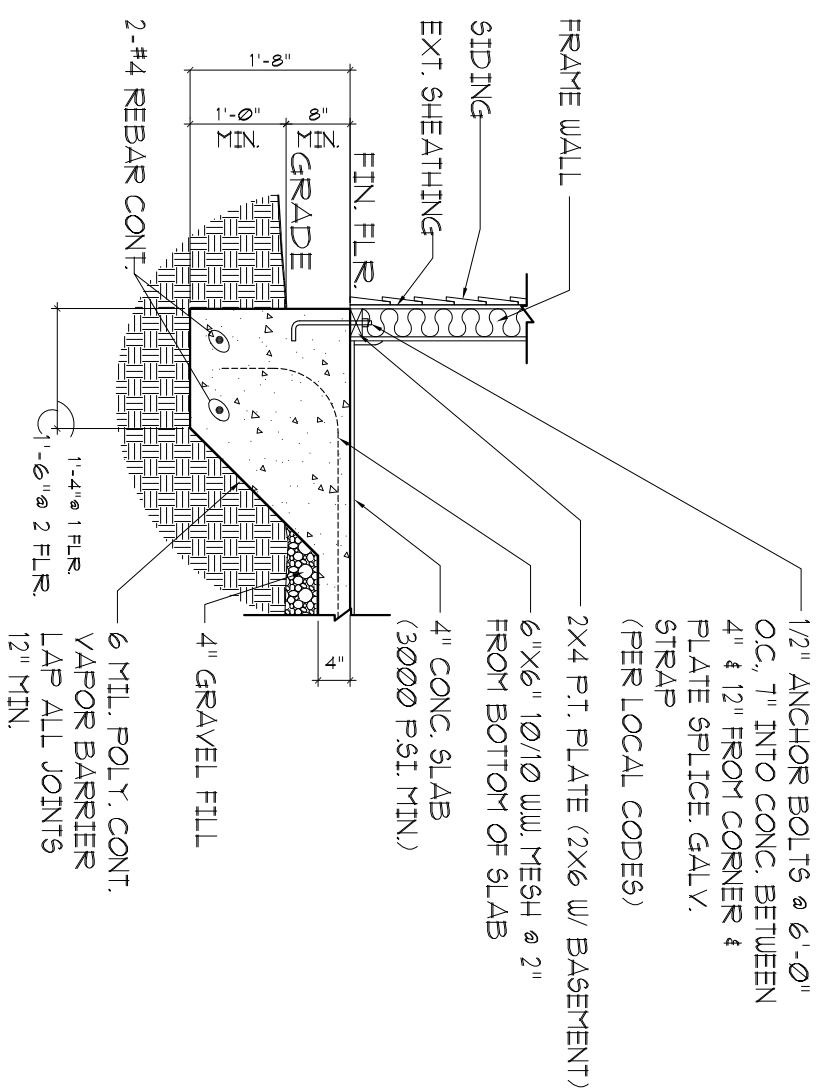
1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038





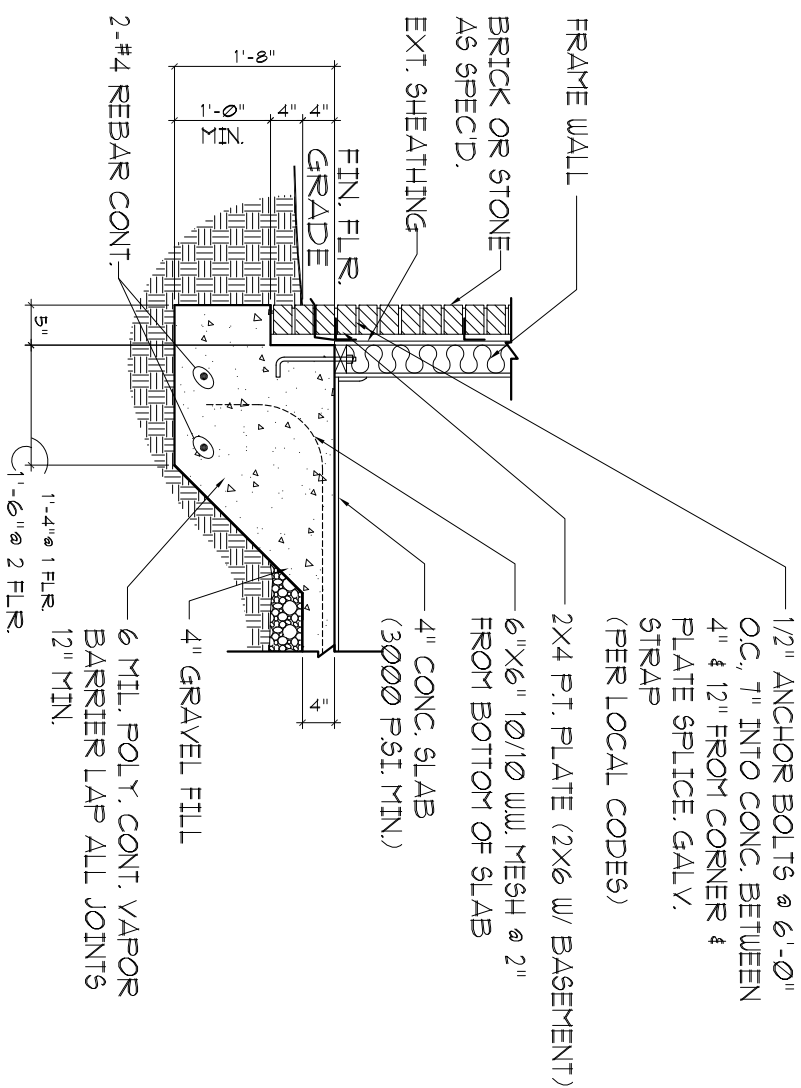
THICKENED SLAB /
GRADE BEAN

SCALE : 1/2" = 1'-0"



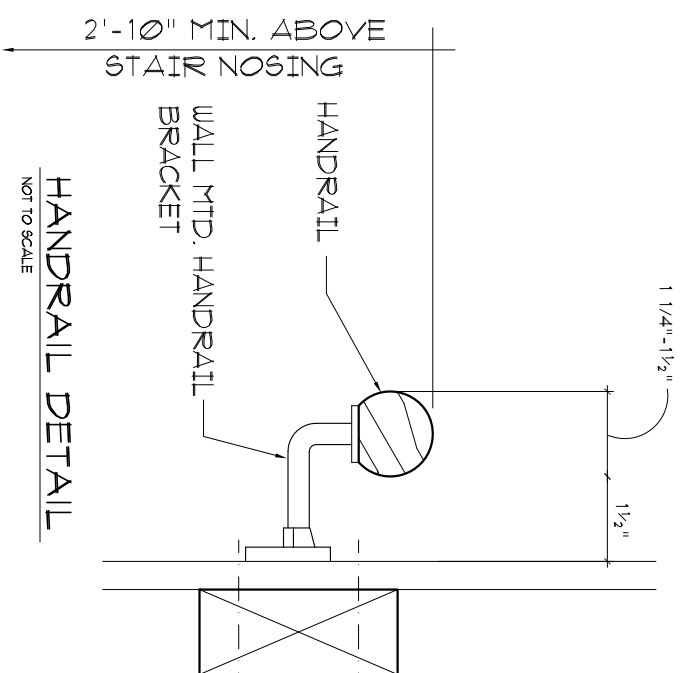
TURN DOWN SLAB
W/ SIDING OR STONE

SCALE : 1/2" = 1'-0"



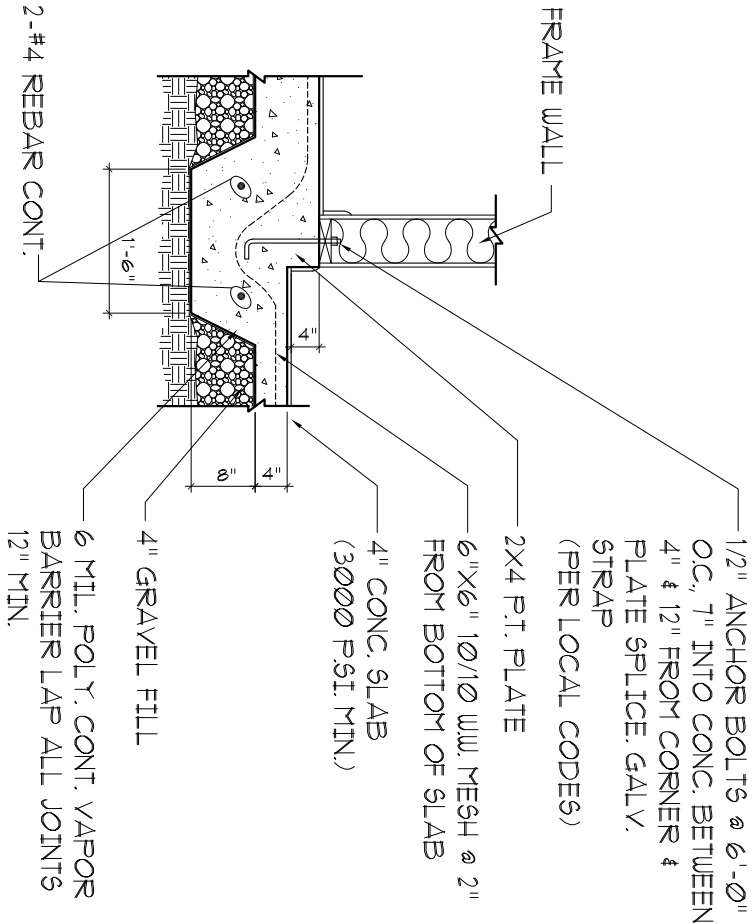
TURN DOWN SLAB
W/ BRICK OR STONE

SCALE: 1/2" = 1'-0"



HANDRAIL DETAIL

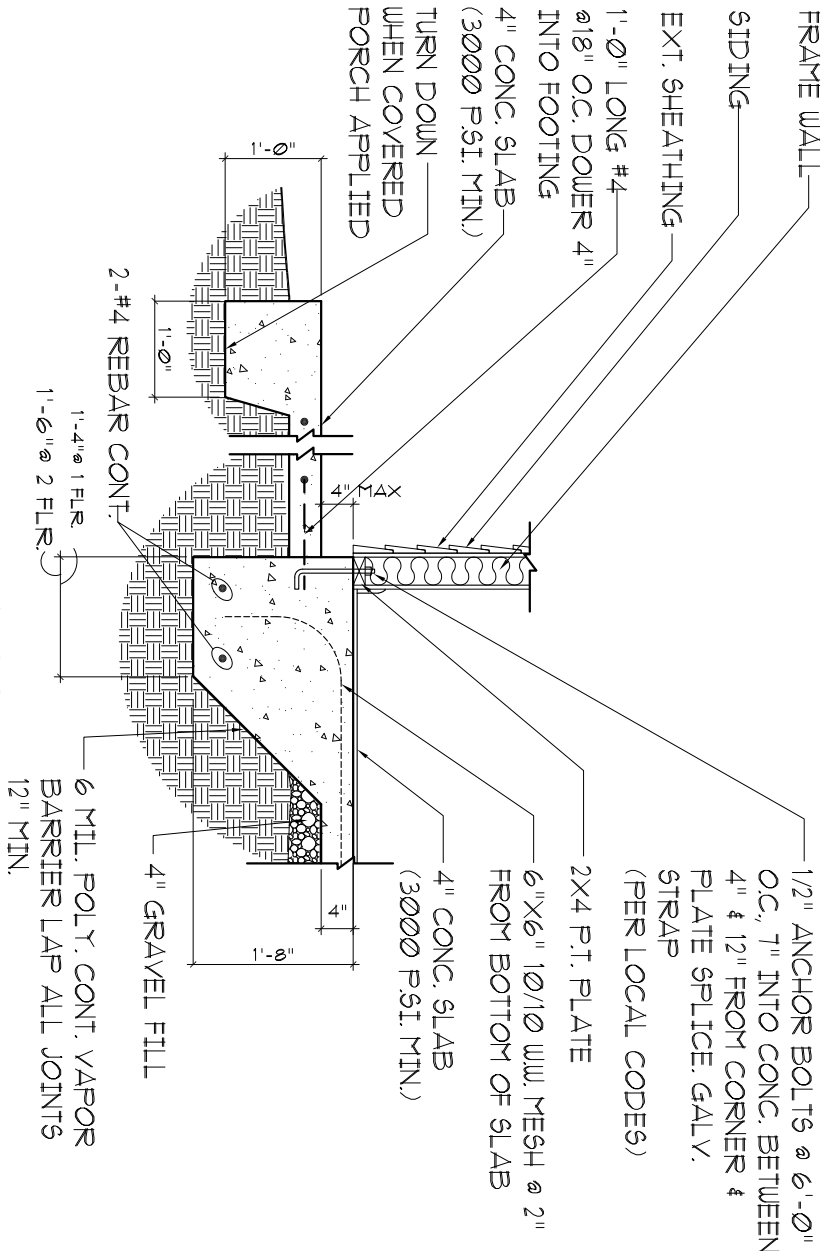
NOT TO SCALE



STEPPED THICKENED SLAB / GRADE BEAM

SCALE : 1/2" = 1'-0"

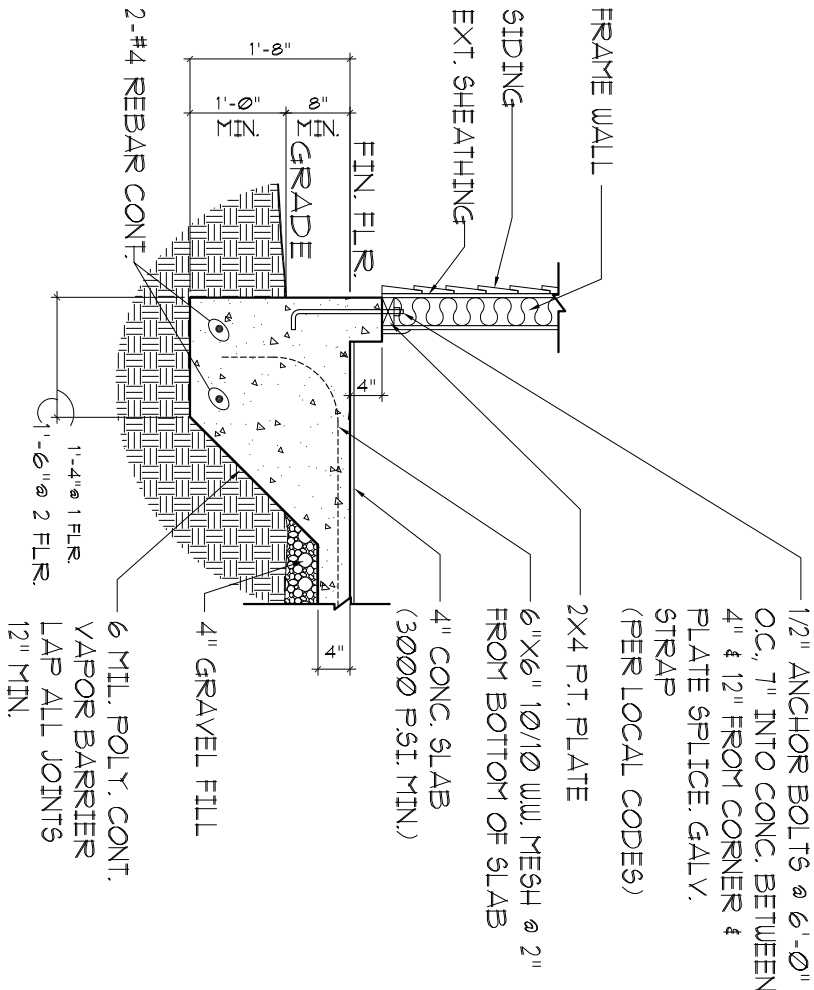
1



PORCH SLAB W/ SIDING

SCALE : 1/2" = 1'-0"

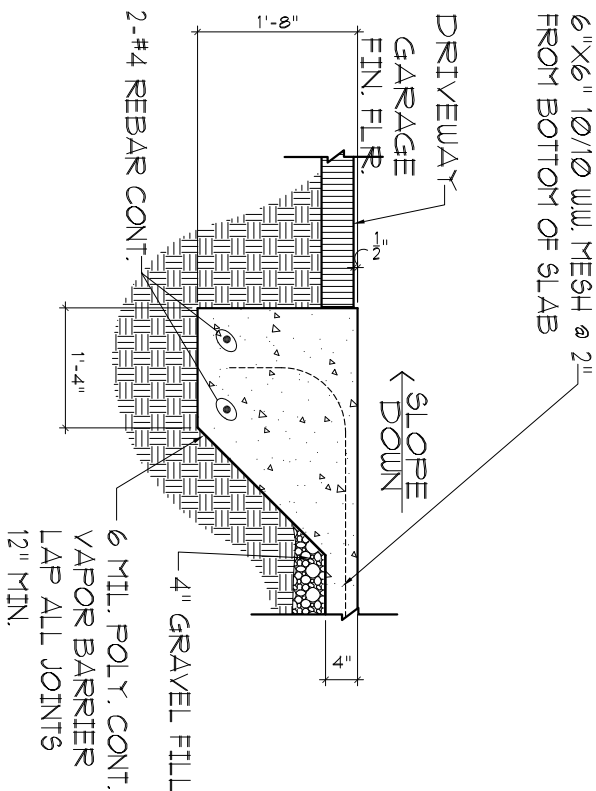
2



TURN DOWN SLAB @ GARAGE

SCALE : 1/2" = 1'-0"

3



TURN DOWN SLAB @ GARAGE / DRIVEWAY

SCALE : 1/2" = 1'-0"

4



3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

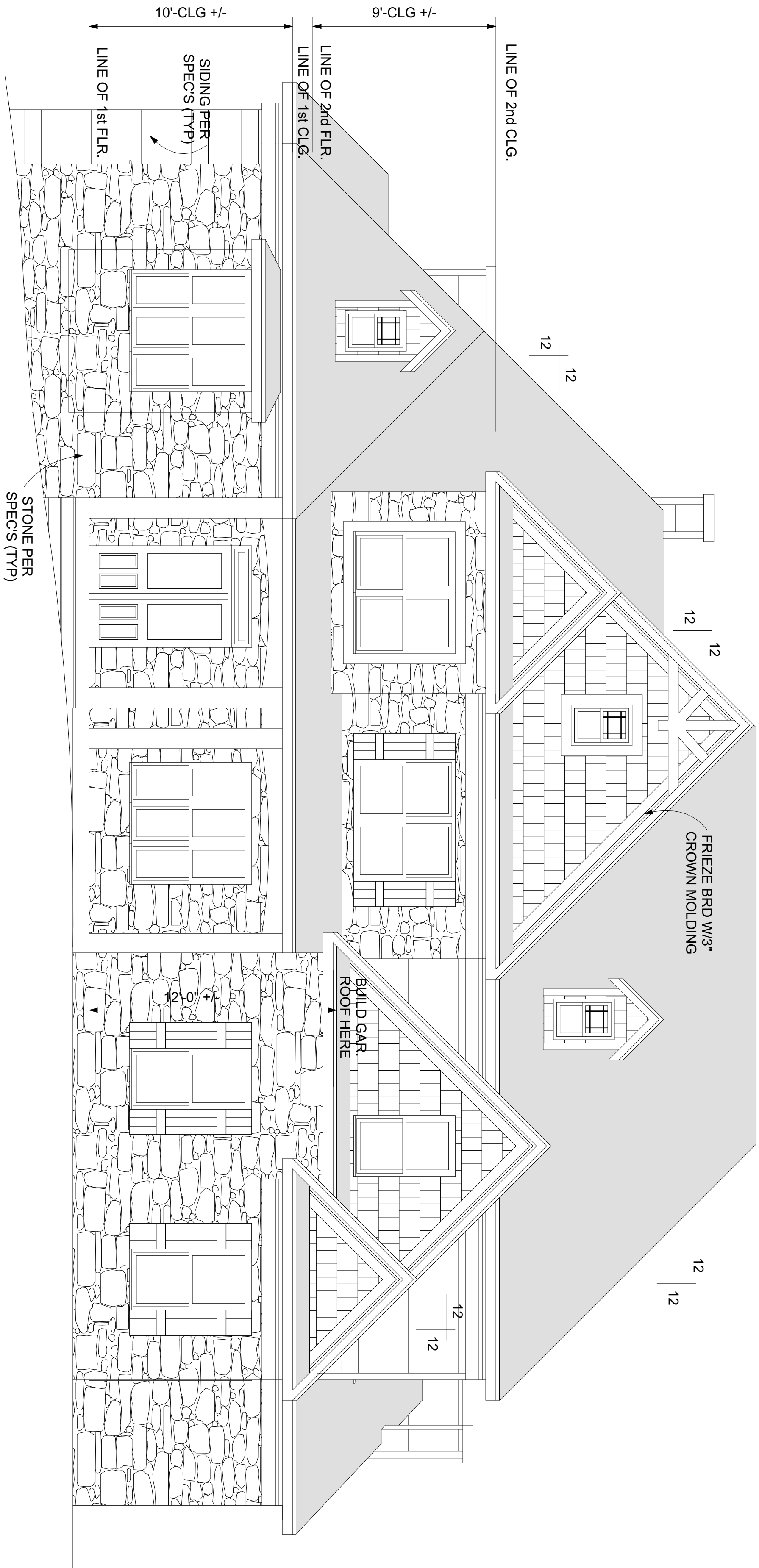
MARSHALL

CADD
DRAFTING
SERVICES

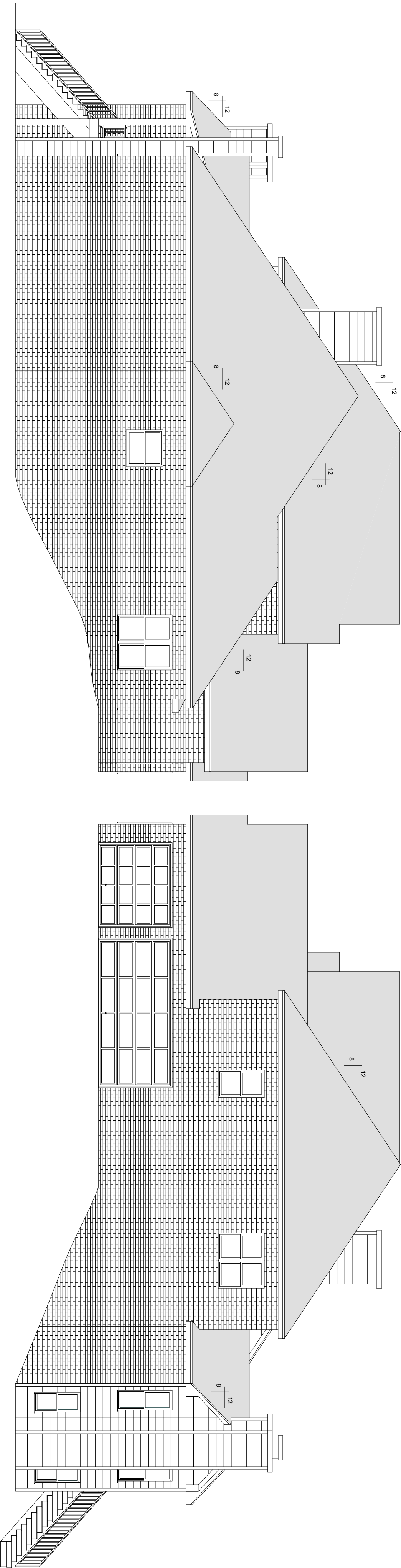
1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

D-3

COPYRIGHT 2019	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	11/07/19
REVISED	
NO	DATE
10	12/29/20

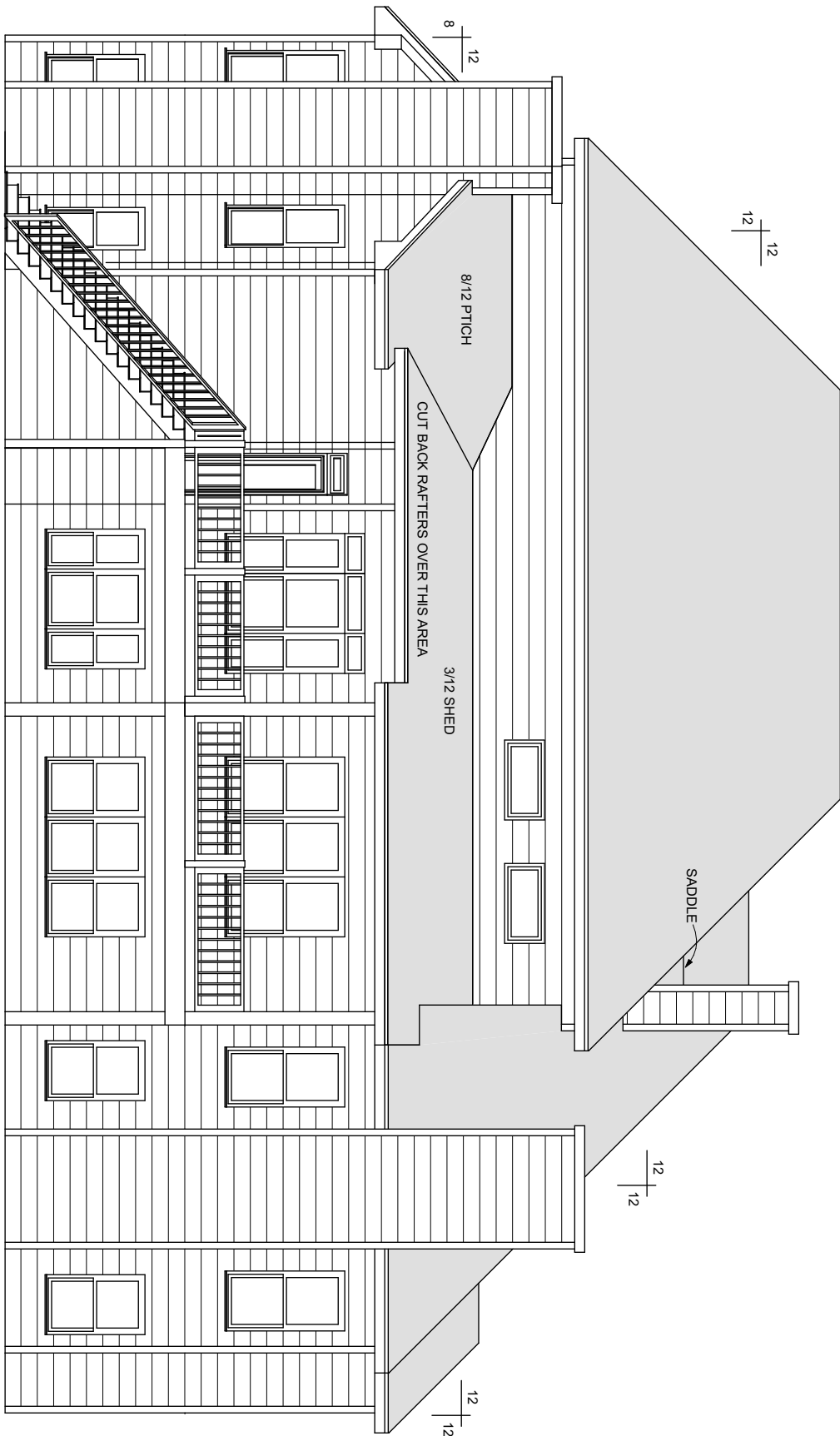


FRONT ELEVATION
1/4"-----1'-0"

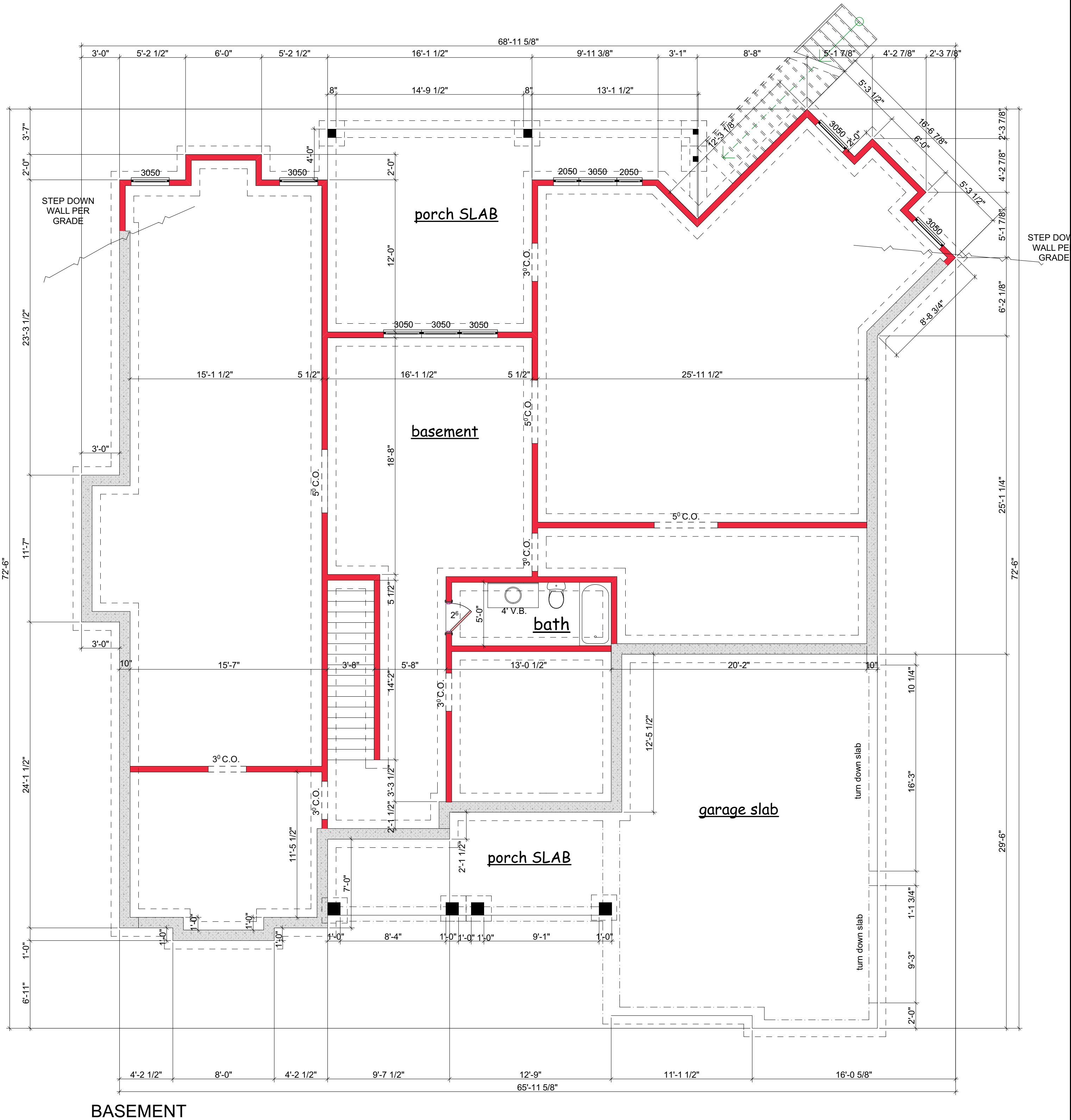


LEFT ELEVATION
1/8"-----1'-0"

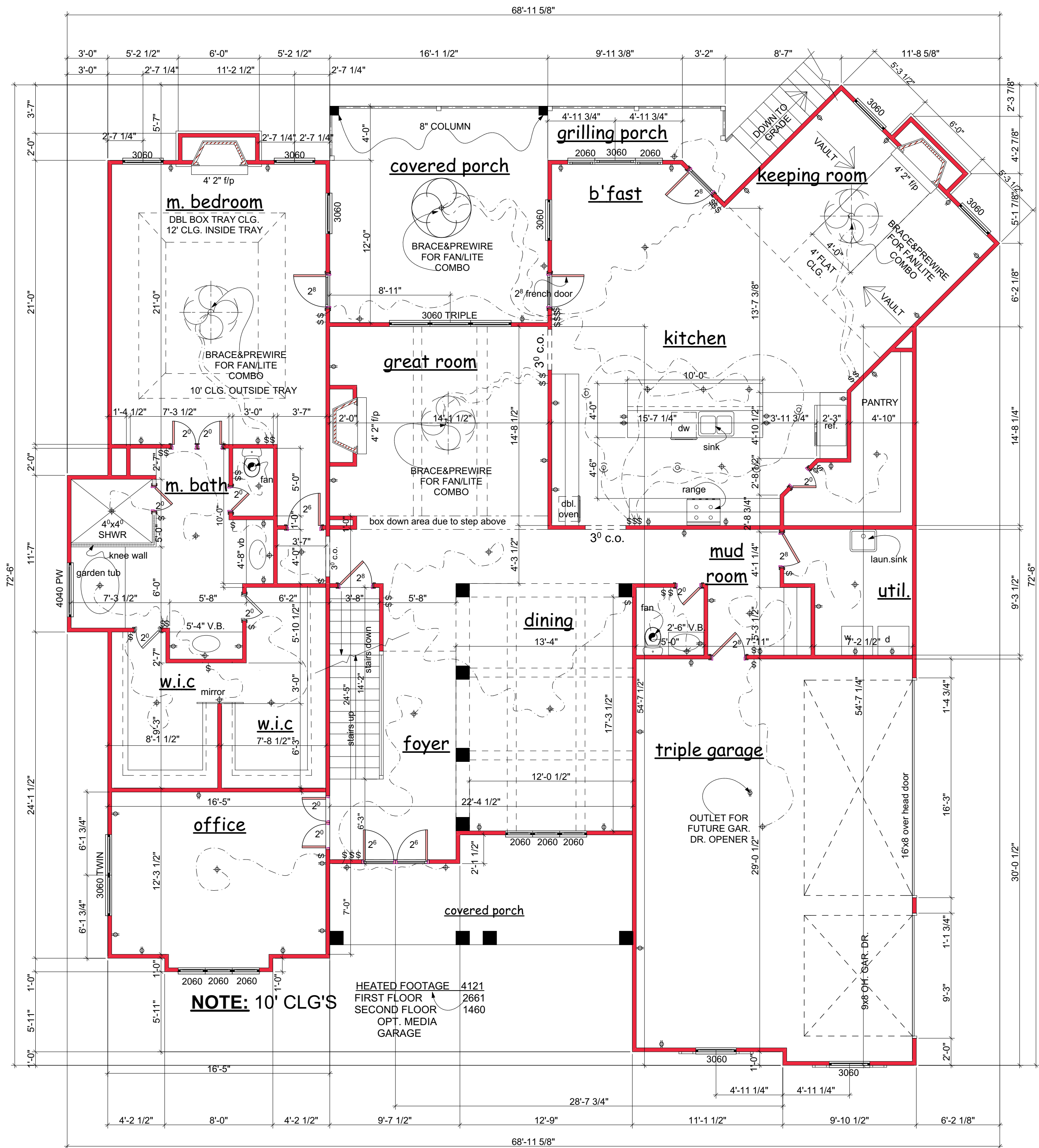
RIGHT ELEVATION
1/8"-----1'-0"



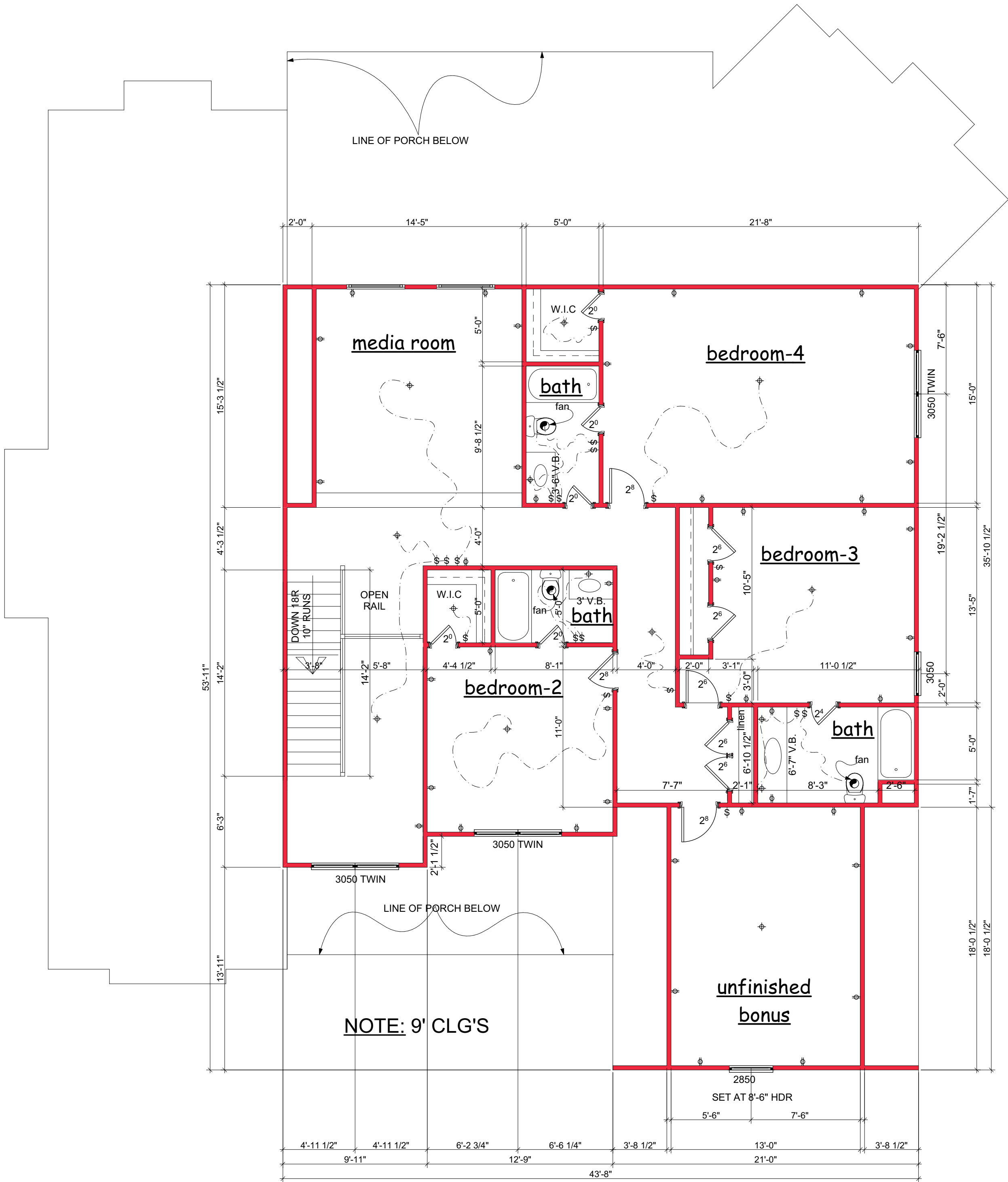
REAR ELEVATION
1/8"-----1'-0"



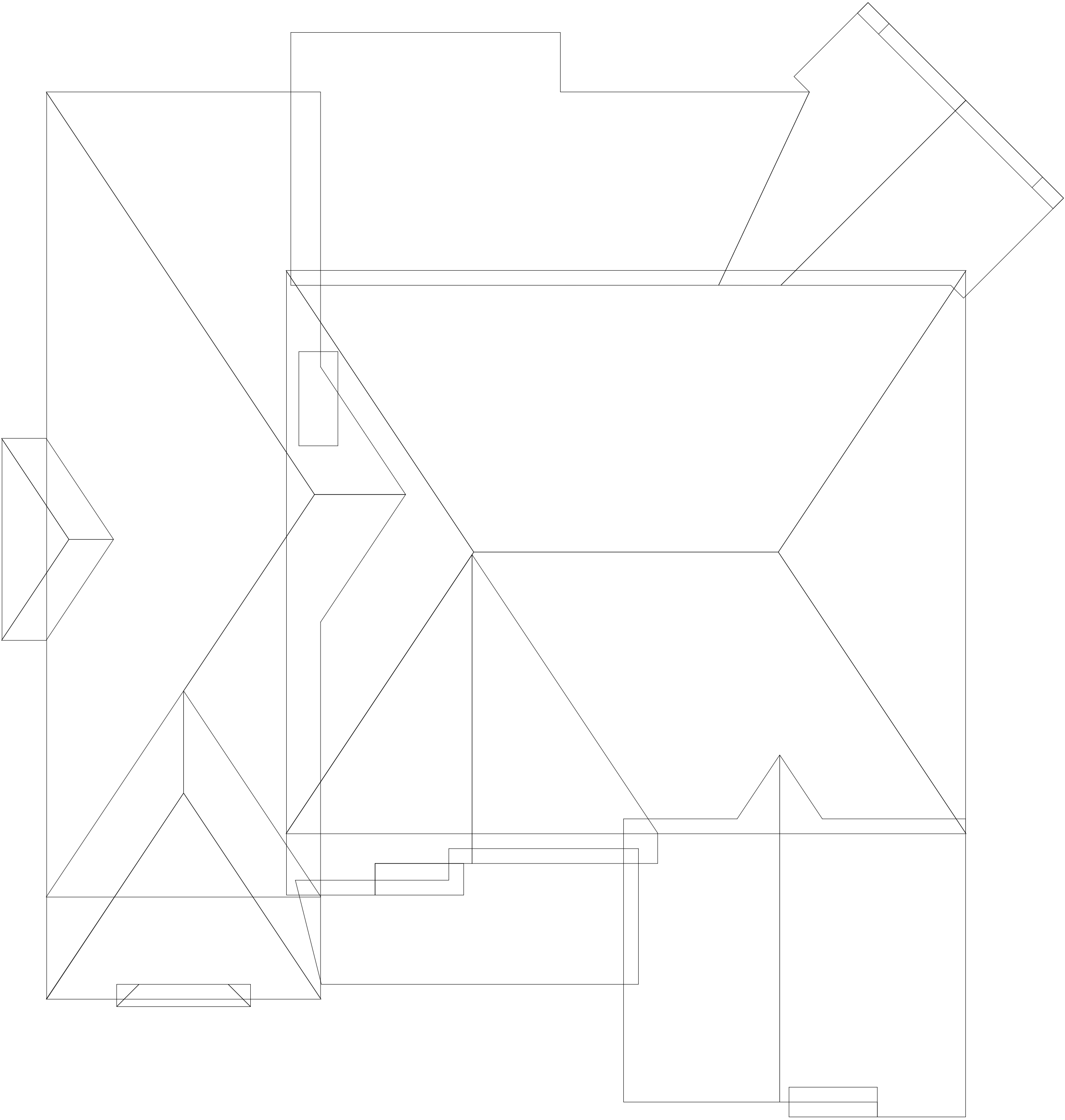
BASEMENT



FIRST FLOOR



SECOND FLOOR



SADIE "B" HERON BAY LOT-60

[illegible]

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL NATIONAL AND LOCAL CODES, REGULATIONS, AND THE CURRENT CBAO INTERNATIONAL BUILDING CODE WITH ALL CURRENT ADOPTED EDITIONS.
2. CONTRACTOR AND/OR SUBS-TRADES SHALL PERFORM AT ANY SITE DISTURBANCE, VERIFY ALL SITE AND SOIL CONDITIONS AND REPORT AND DOCUMENT THE EXISTING CONDITIONS TO THE OWNER AND/OR HIS-HER REPRESENTATIVES.
3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE GENERAL CONTRACTOR AND/OR SUBS-TRADES SHALL REPORT AN PLAN OR DOCUMENT DISCREPANCIES, THE GENERAL CONTRACTOR, HIS-HER SUB-TRADES AND REPRESENTATIVES SHALL ASSUME ALL RESPONSIBILITIES FOR DISCREPANCIES NOT REPORTED.
4. ALL DRAWINGS AND DOCUMENT DIMENSIONS, NOTES, DETAILS, SECTIONS, ETC. SHALL BE REVIEWED, CALCULATED AND VERIFIED BY THE GENERAL CONTRACTOR, HIS-HER SUB-TRADES AND REPRESENTATIVES PRIOR TO COMMENCEMENT OF CONSTRUCTION OR IF-ELSE WILL ASSUME ALL RESPONSIBILITIES FOR DISCREPANCIES NOT REPORTED.
5. ALL DRAWINGS, DETAILS, SECTIONS, ETC. SHALL NEVER BE SCALED.
6. ALL FOUNDATIONS AND FOOTINGS SHALL BE REINFORCED PER LOCAL CODES AND VERIFIED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.
7. ALL FOUNDATION, WALLS, FOOTINGS, GRADE BEAMS, FLOOR AND ROOF STRUCTURAL MEMBERS SHALL BE DESIGNED AND SEALED BASED UPON LOCAL CODES BY A LICENSED ENGINEER.
8. TO INSURE A SAFE AND WELL CONSTRUCTED STRUCTURE AND/OR DETAILING THE GENERAL CONTRACTOR, HIS-HER SUB-TRADES AND REPRESENTATIVES SHALL VERIFY AND PROVIDE ADJUSTMENTS TO ANY PROPOSED STRUCTURAL MEMBERS OR MATERIALS TO MEET ALL LOCAL AND/OR NATIONAL CODES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. ALL CONCRETE, STEEL, WOOD AND/OR COMPOSITE MATERIALS SHALL MEET ALL LOCAL NATIONAL CODES.
10. ALL STRUCTURAL MEMBERS SUCH AS CONCRETE, STEEL, WOOD AND/OR COMPOSITE MATERIALS USED ASFOR COLUMNS, BEAMS AND RAFTING SHALL BE DESIGNED TO CARRY/TRANSFER ALL REQUIRED BEARING LOADS THROUGH THE ENTIRE STRUCTURE AND SHALL TERMINATE HOSE LOADS TO THE STRUCTURAL FOUNDATION/FOOTINGS ON UNDISTURBED SOIL, OR ENGINEERED FILL.
11. ALL WOOD RAFTING MEMBERS USED SHALL BE APPROVED FOR USE BY LOCAL NATIONAL BUILDING CODES.

COPY RIGHT 2020	JH.
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	09/01/20
REVISED	
NO.	DATE

Sheet title _____

Sheet no. _____

COVER PAGE

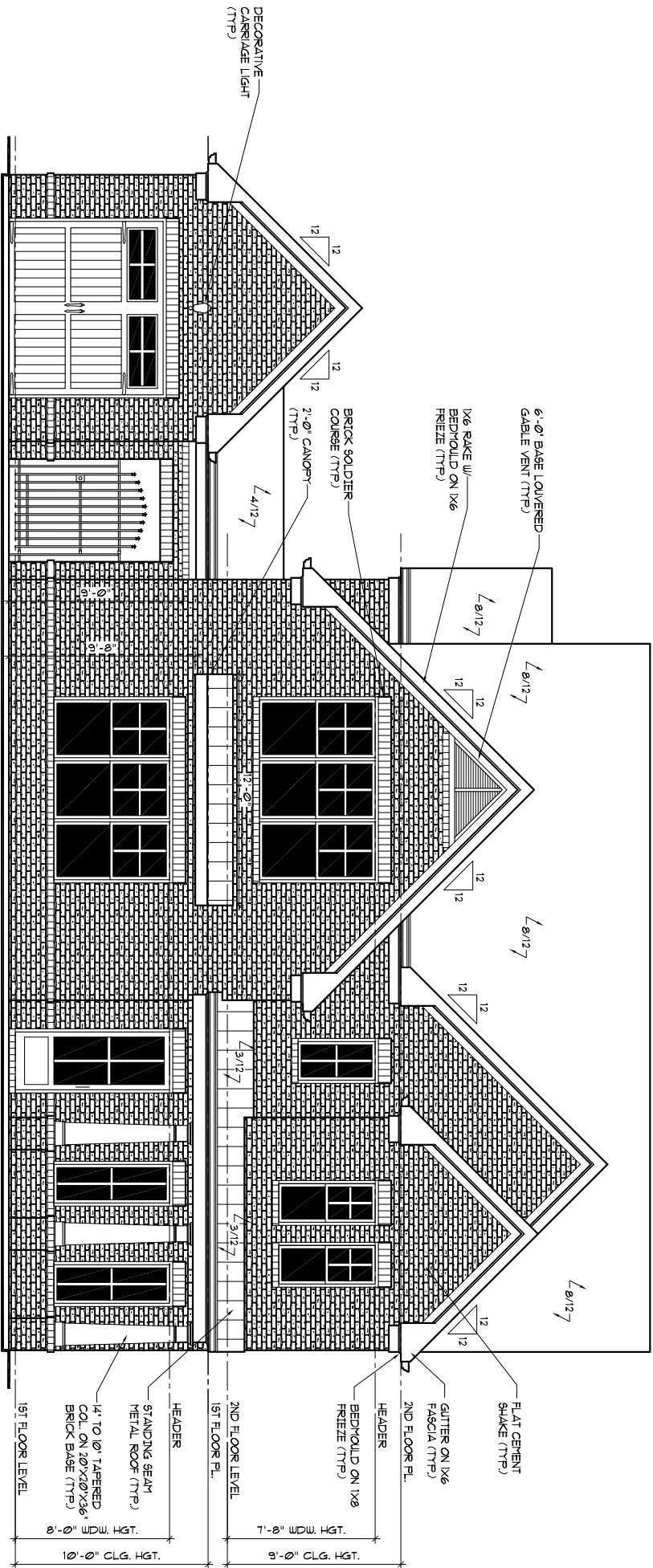
C-1

	3384 PEACHTREE ROAD NE SUITE 125 ATLANTA, Ga. 30326 Phone: 678-643-3412
---	--

SADIE "B"
LOT-60 HERON BAY

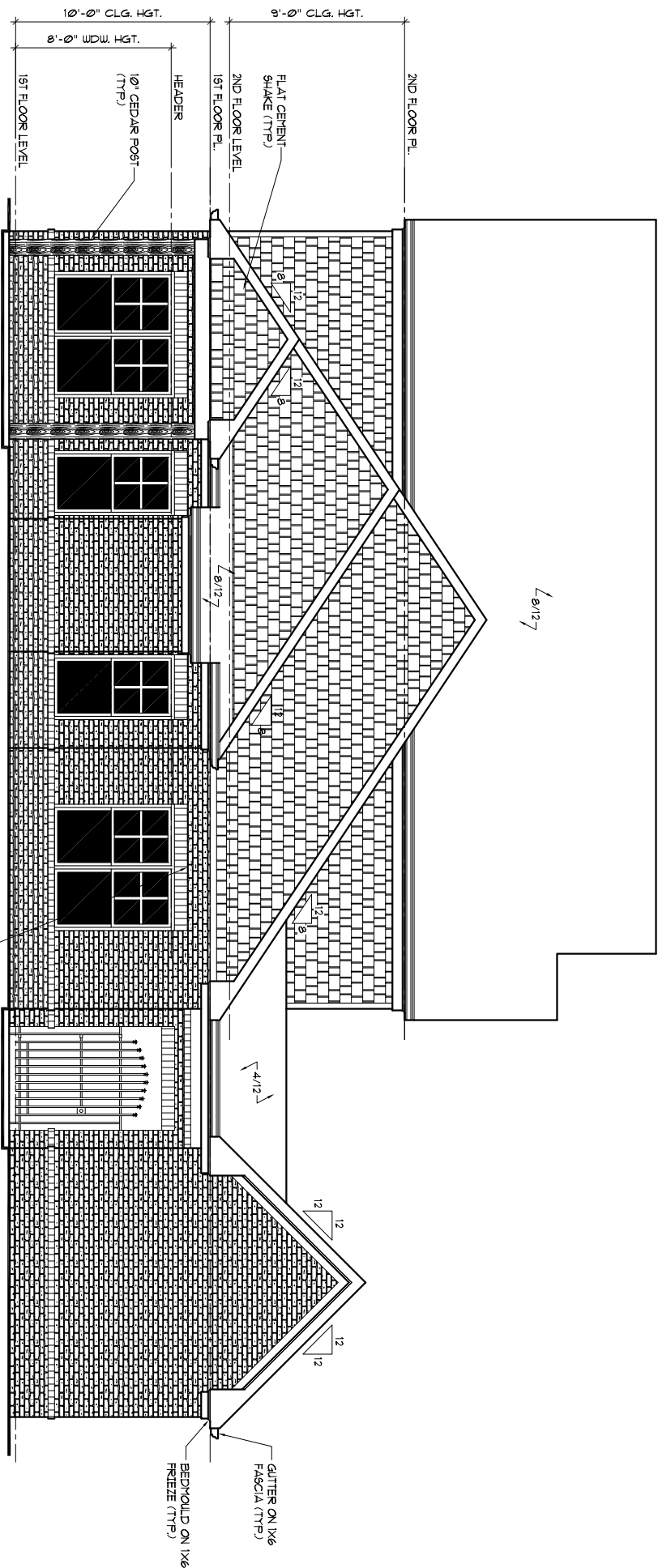
CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



FRONT ELEVATION "B"

SCALE: 1/8" = 1'-0"



REAR ELEVATION "B"

SCALE: 1/8" = 1'-0"

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES
LLC

SADIE "B"
LOT-60 HERON BAY

3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412

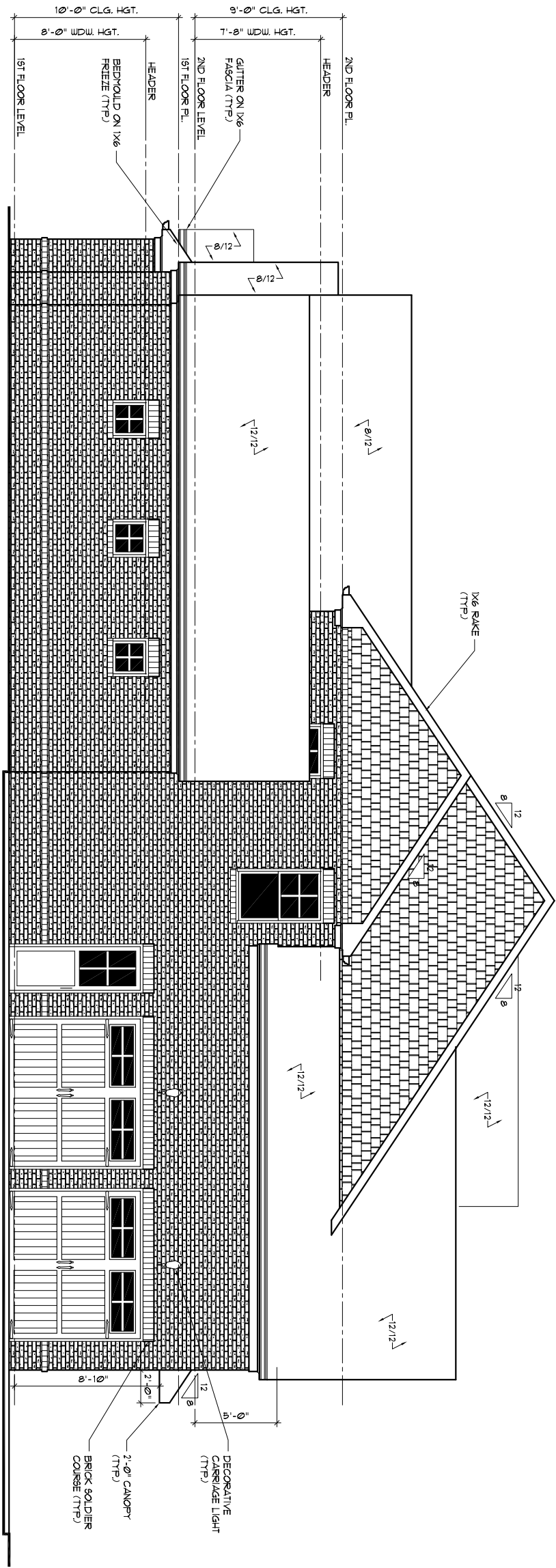


COPYRIGHT 2020
DRAWN BY: J.H.
CHECKED BY: J.H.
DATE: 09/01/20
REVISED

NO. DATE

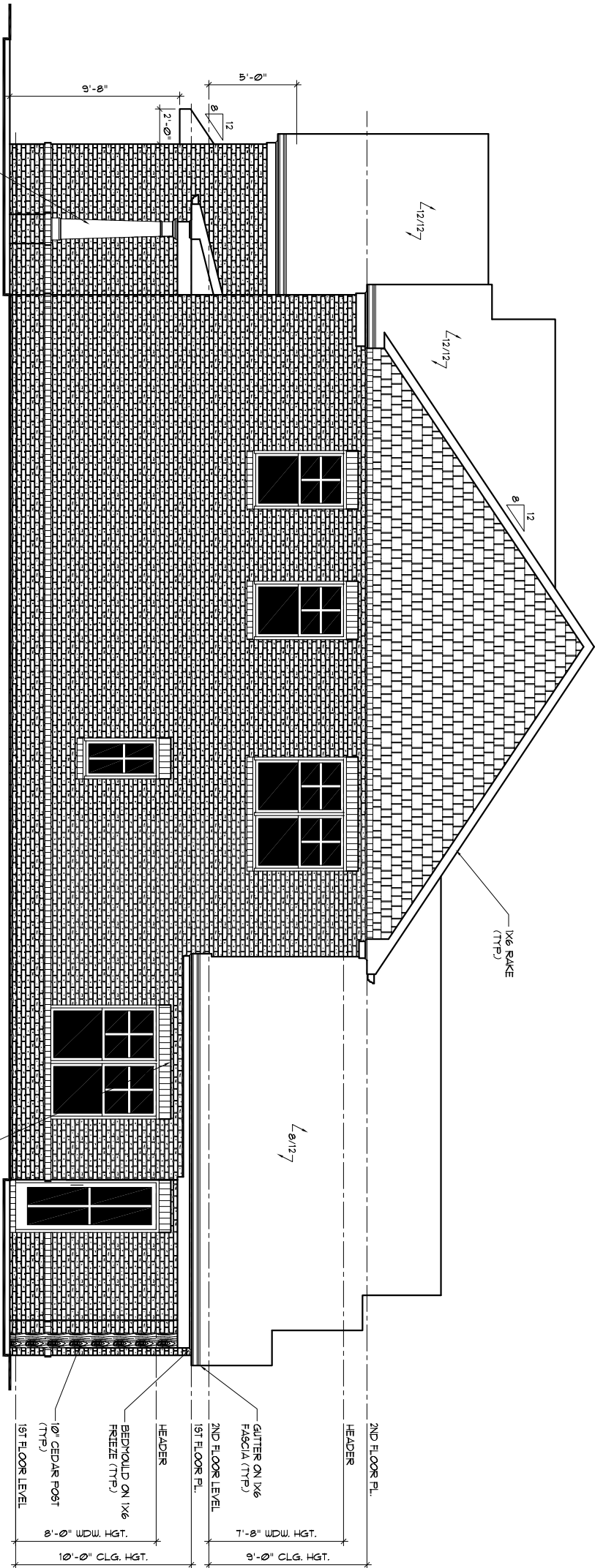
Sheet 1116
FRONT AND REAR
ELEVATION "B"
Sheet No.

A-1



LEFT ELEVATION "B"

SCALE : 1/8" = 1'-0"



RIGHT ELEVATION "B"

SCALE : 1/8" = 1'-0"

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES
LLC

SADIE "B"
LOT-60 HERON BAY

3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



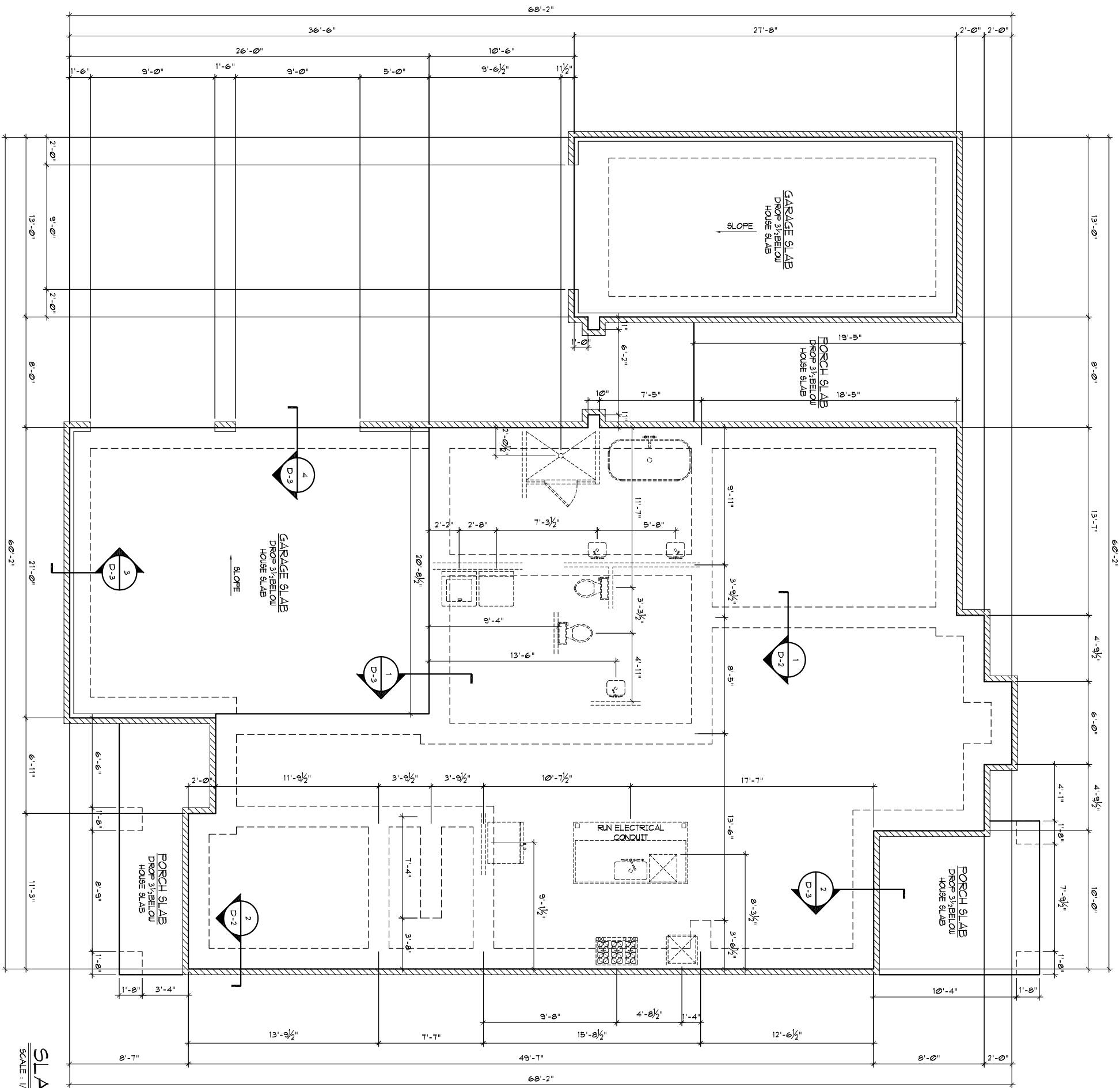
COPYRIGHT 2020
DRAWN BY: J.H.
CHECKED BY: J.H.
DATE: 09/01/20
REVISED: NO

NO	DATE

Sheet Title
SIDE ELEVATION'S
"B"

Sheet No.

A-2



SLAB PLAN

SCALE: 1/8" = 1'-0"

Sheet Title
SLAB PLAN
Sheet No.
A-3

COPYRIGHT 2020
DRAWN BY: JH
CHECKED BY: JH
DATE 09/01/20
REVIEWED
NO
DATE

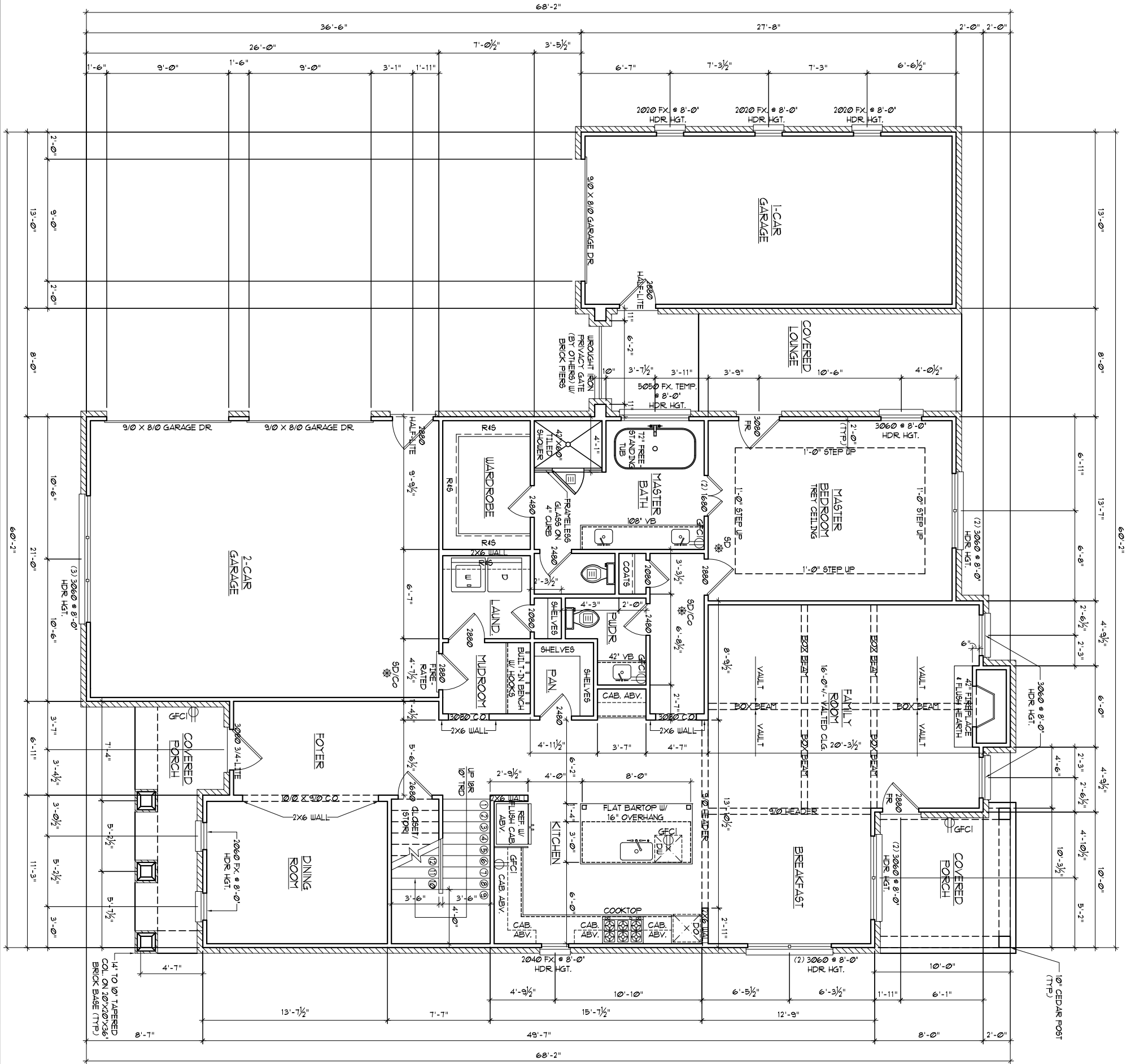


3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga, 30326
Phone: 678-643-3412

SADIE "B"
LOT-60 HERON BAY

CADD
DRAFTING
SERVICES
LLC

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038



FIRST FLOOR PLAN

SCALE : 1/8" = 1'-0"

10'-0" CLG. HGT.

SQUARE FOOTAGE	
FIRST FLOOR	1,765 SQ. FT.
SECOND FLOOR	1,352 SQ. FT.
TOTAL	3,117 SQ. FT.
1-CAR GARAGE	360 SQ. FT.
2-CAR GARAGE	549 SQ. FT.
SECOND FLOOR W/ OPT. BEDROOM #5	1,268 SQ. FT.

SD/CO	SMOKE DETECTOR & CARBON MONOXIDE
SD	SMOKE DETECTOR
GF/CI	GF/CI OUTLET
EX	EXHAUST FAN

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES
LLC

SADIE "B"
LOT-60 HERON BAY

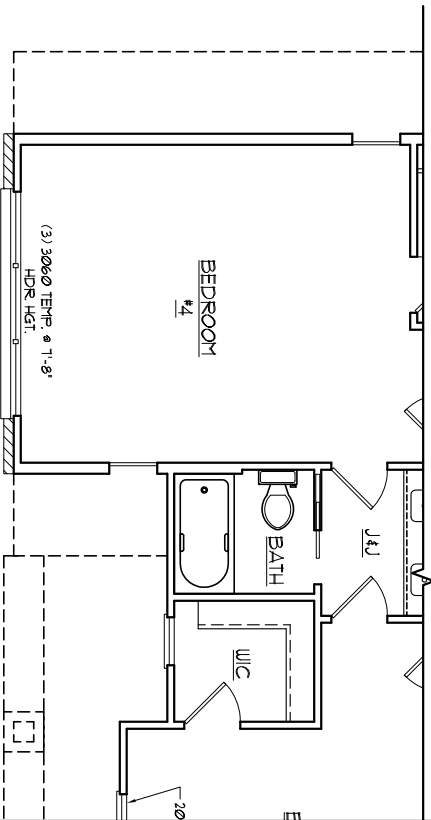
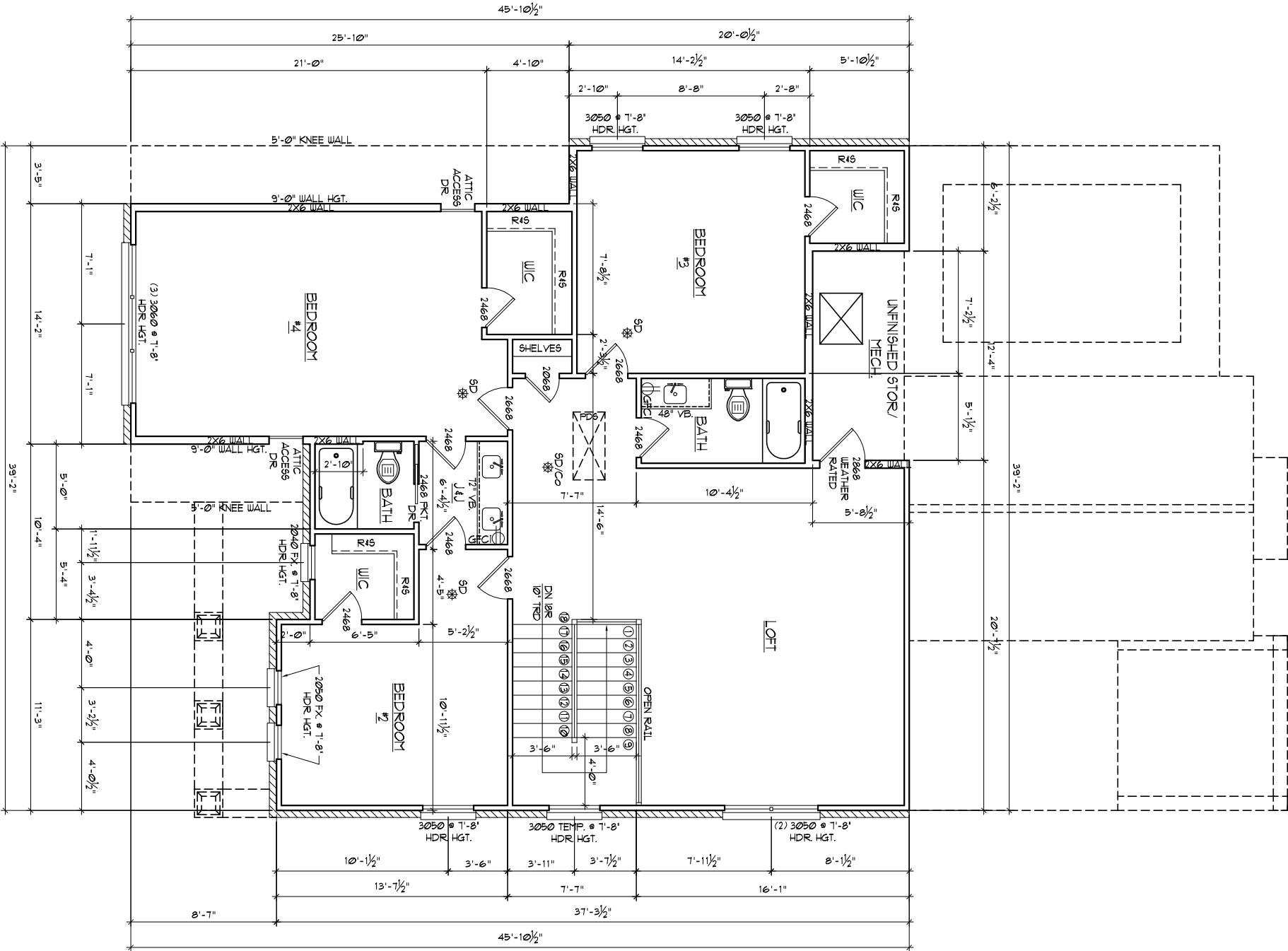
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



COPYRIGHT 2020	JH.
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	09/01/20
REVISED	
NO.	DATE

Sheet 1116
FIRST FLOOR PLAN
Sheet No.

A-4



SECOND FLOOR PLAN

SCALE : 1/8" = 1'-0"

9'-0" CLG. HGT.

SD/CO	SMOKE DETECTOR & CARBON MONOXIDE
SD	SMOKE DETECTOR
GFCI	GFCI OUTLET
EF	EXHAUST FAN

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES
LLC

SADIE "B"
LOT-60 HERON BAY

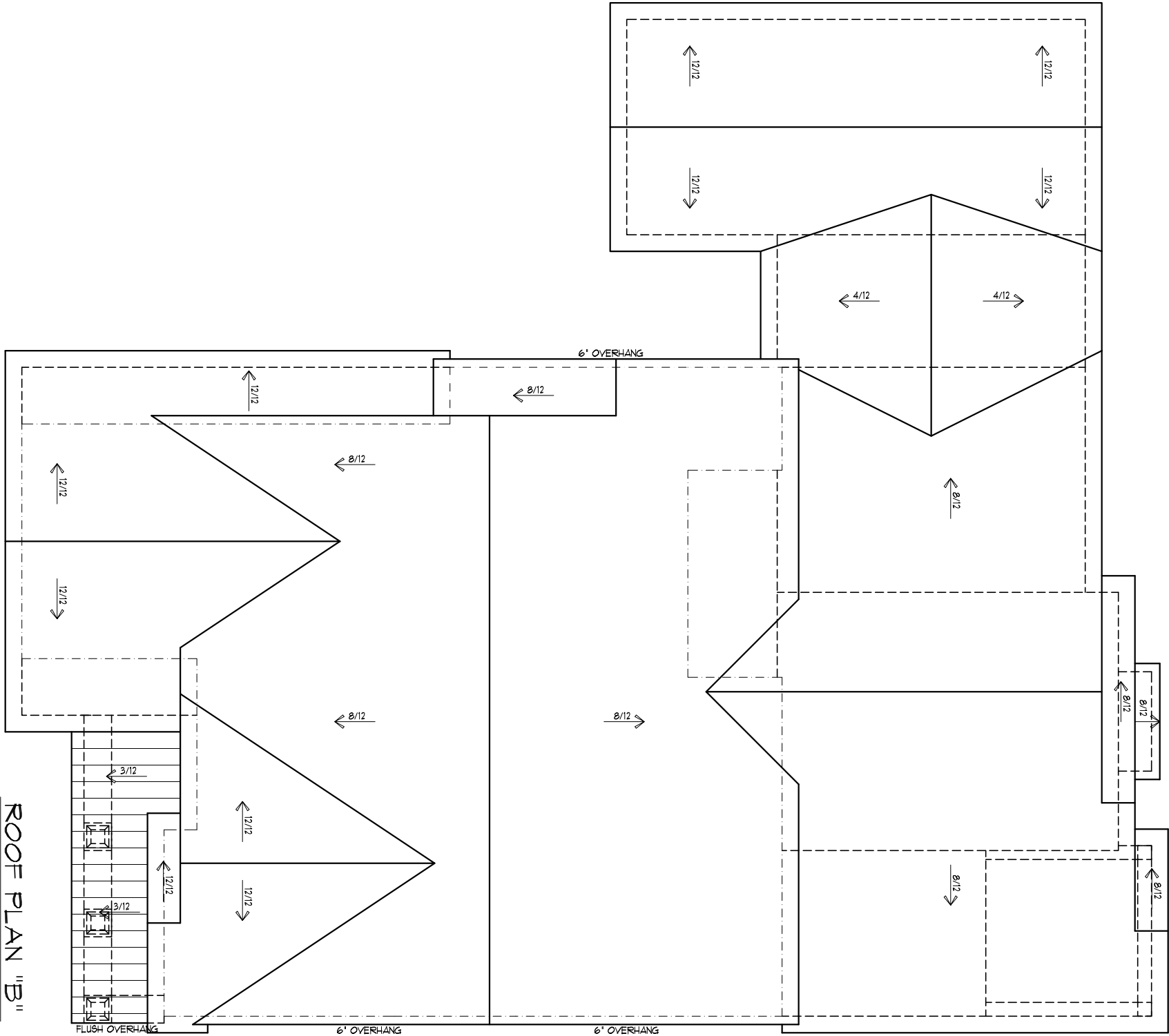
3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



COPYRIGHT 2020	JH.
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	09/01/20
REVISED	
NO.	DATE

Sheet Title
SECOND FLOOR
PLAN
Sheet No.

A-5

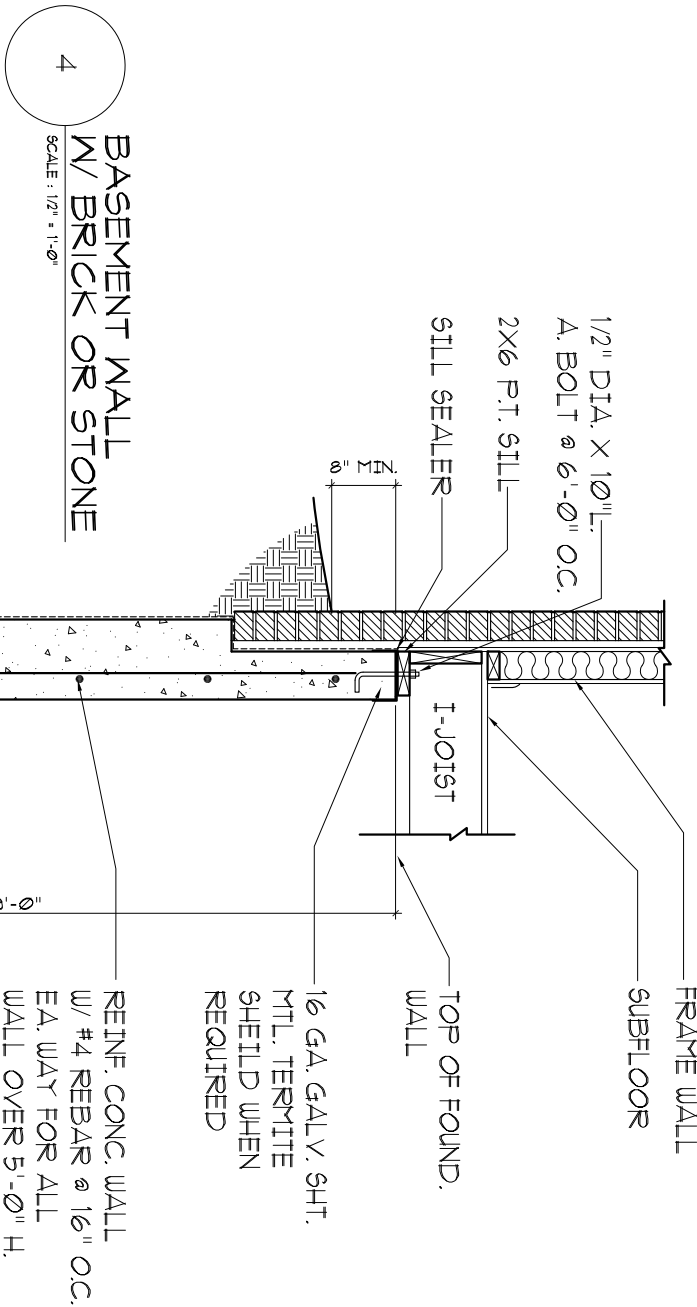
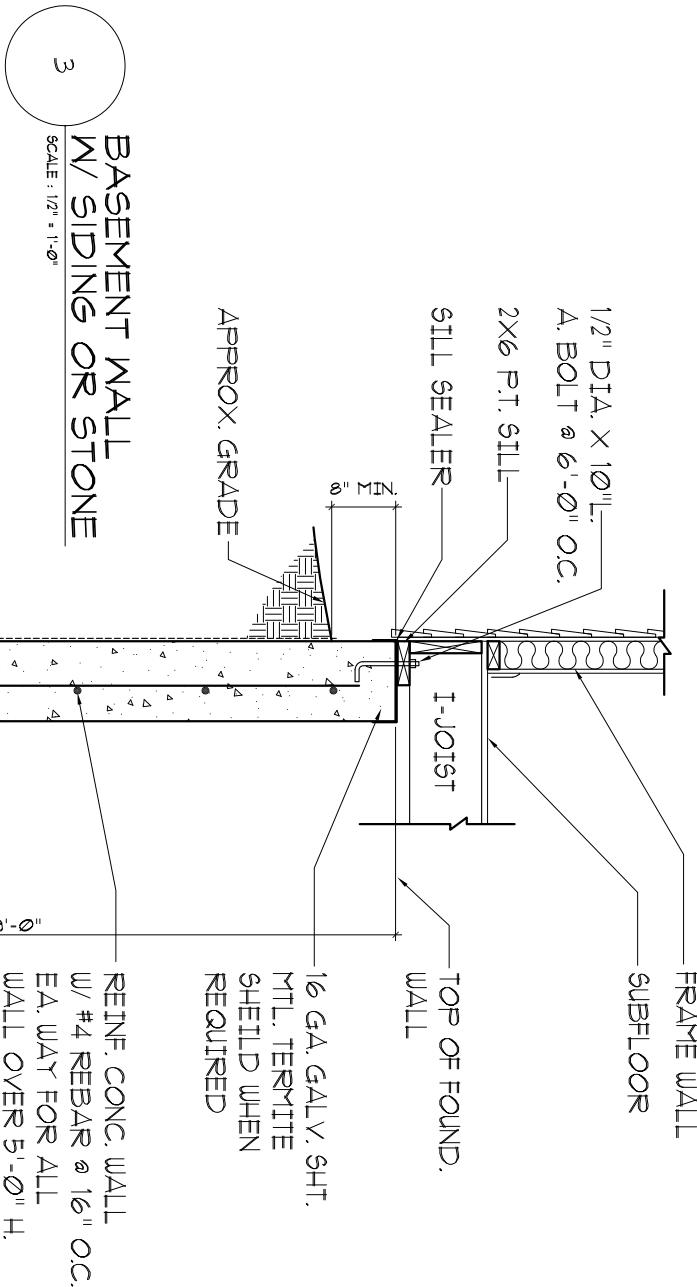
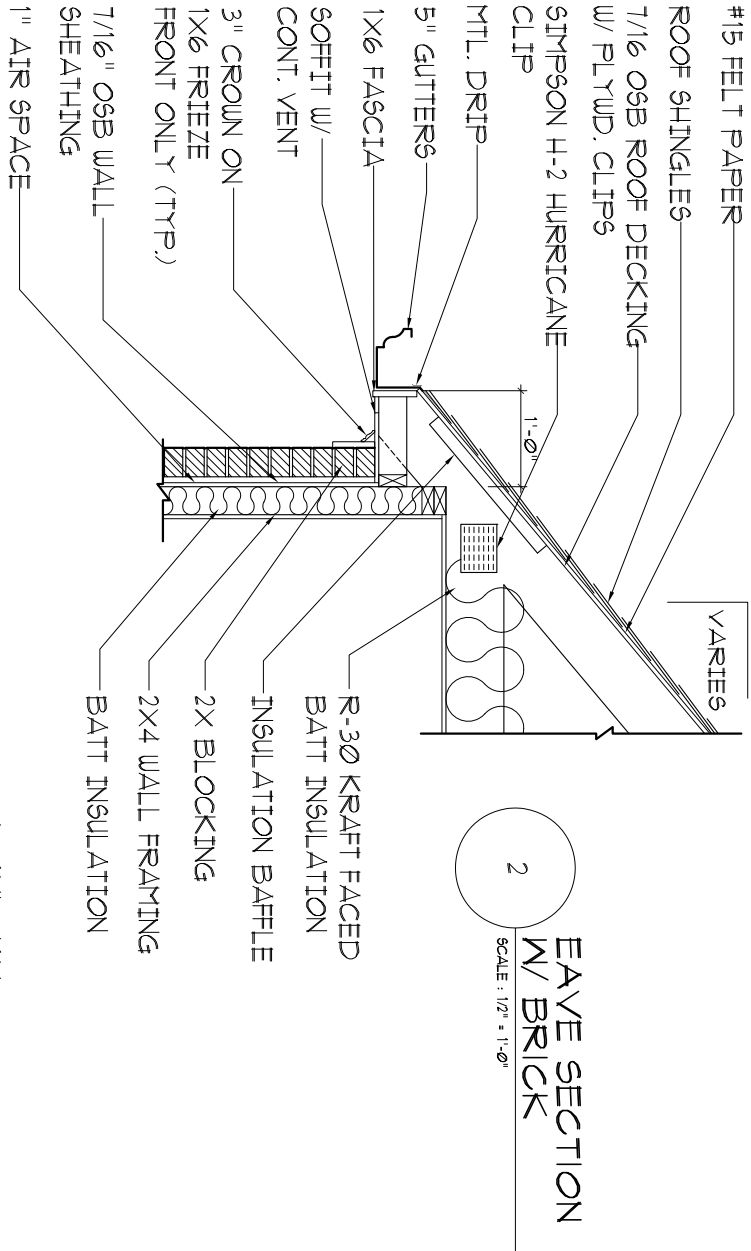
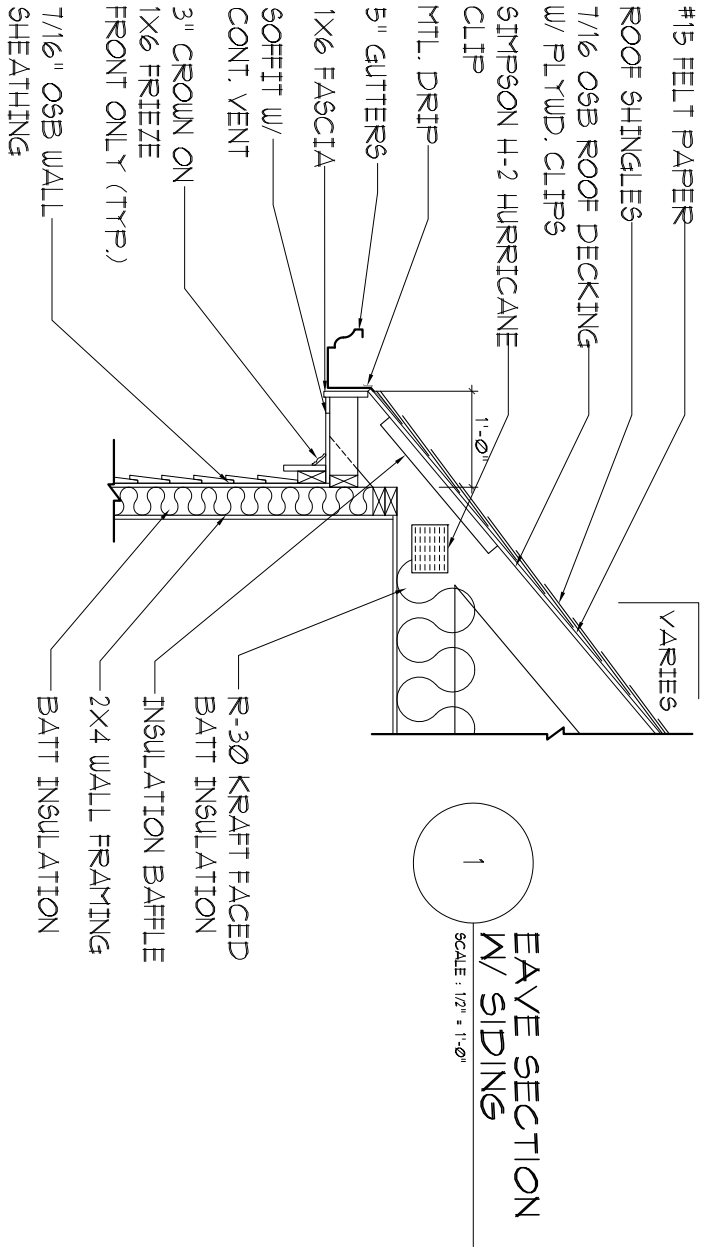


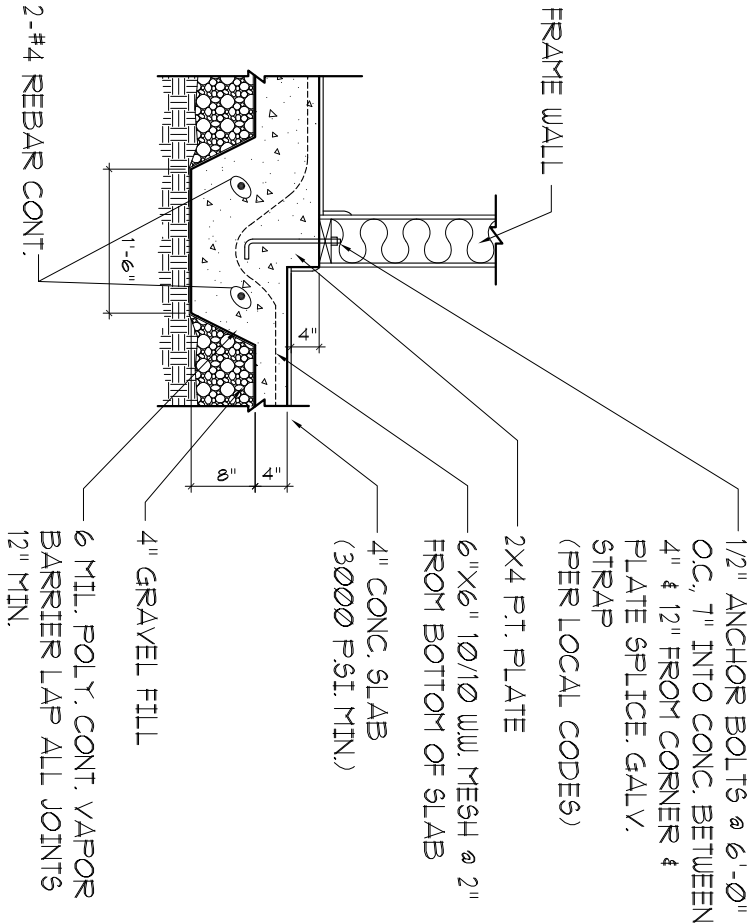
ROOF PLAN "B"

SCALE : 1/8" = 1'-0"

NOTE:
ALL OVERHANGS TO BE 1'-0"
UNLESS NOTED OTHERWISE

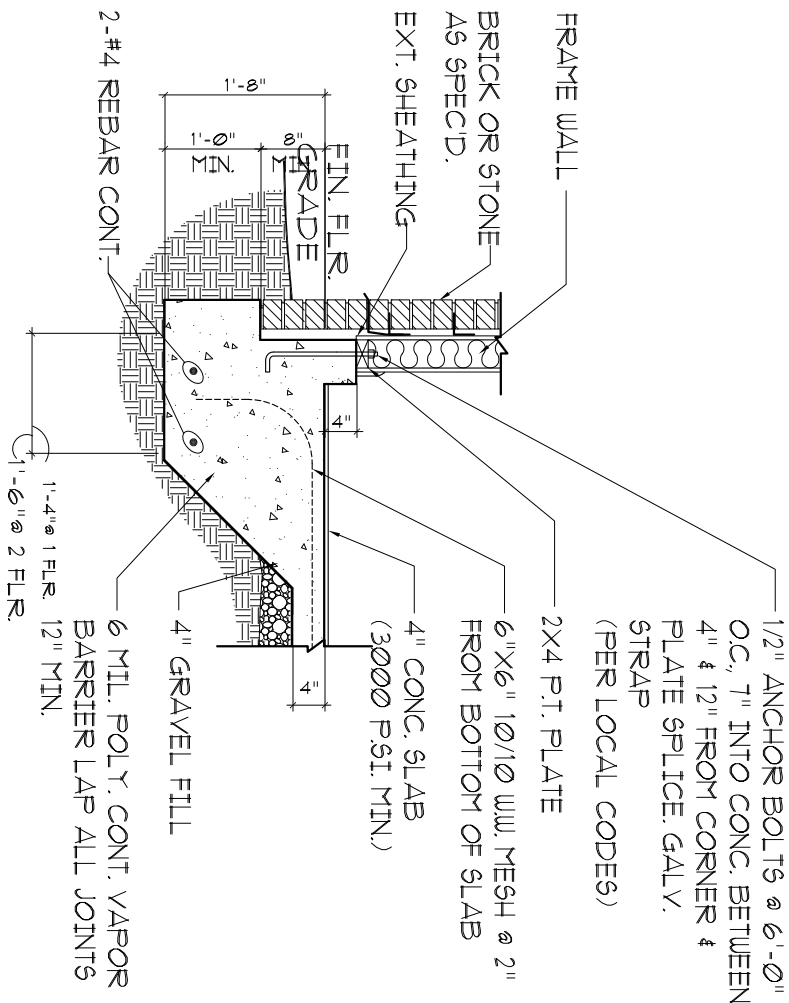
NOTE:
PROVIDE ROOF VENTILATION AS REQ.
BY ALL LOCAL CODES





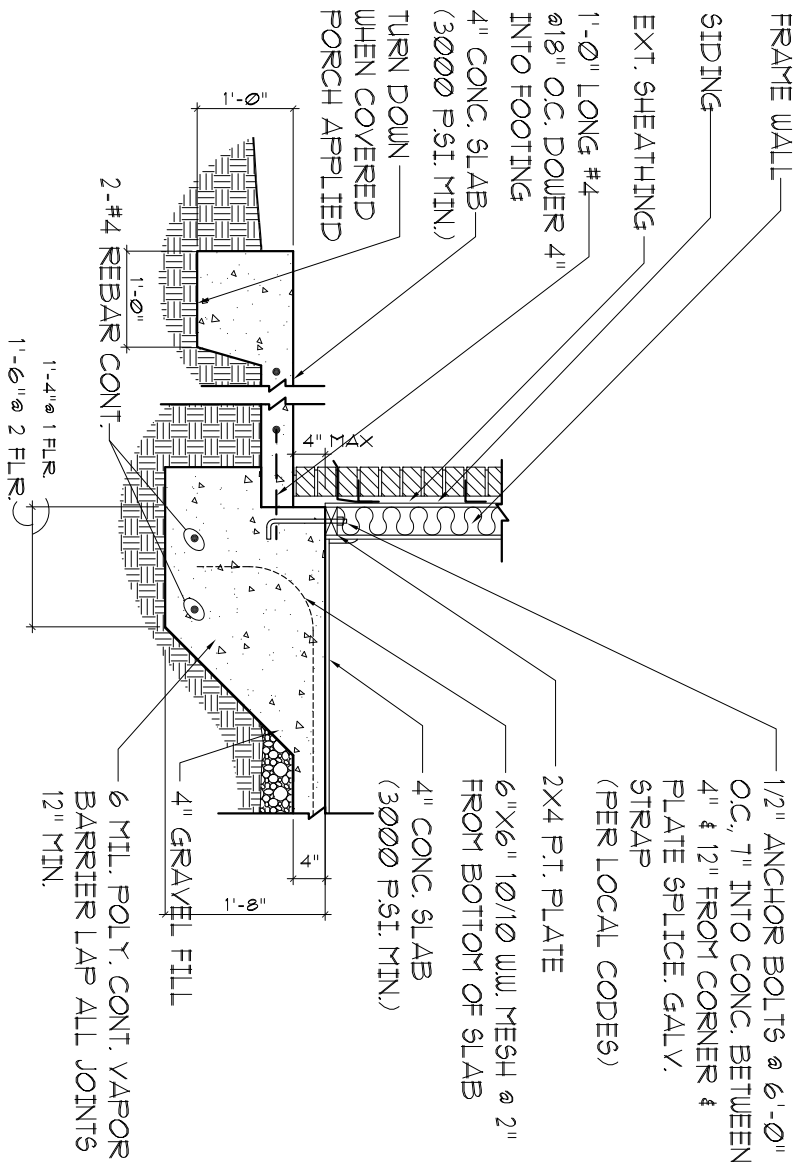
1
STEPPED THICKENED SLAB /
GRADE BEAM

SCALE : 1/2" = 1'-0"



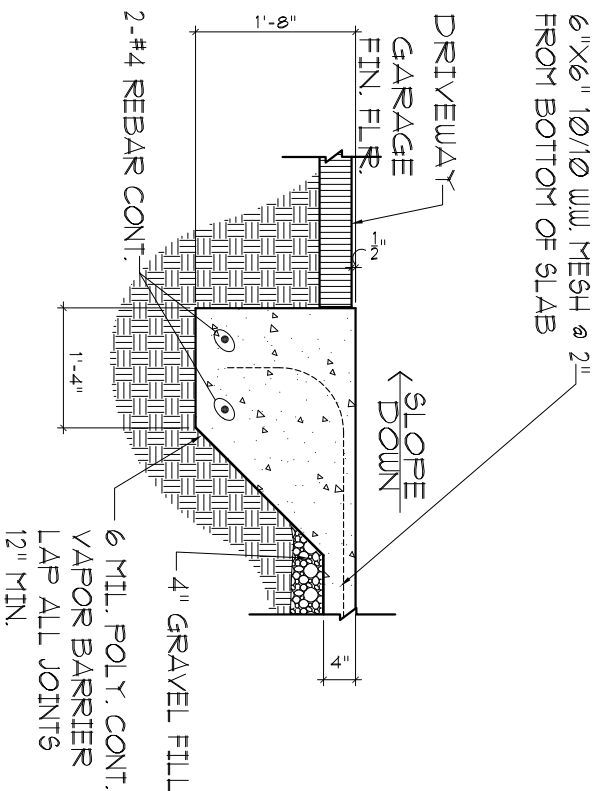
3
TURN DOWN SLAB
@ GARAGE

SCALE : 1/2" = 1'-0"



2
PORCH SLAB
W/ BRICK/STONE

SCALE : 1/2" = 1'-0"



4
TURN DOWN SLAB
@ GARAGE / DRIVEWAY

SCALE : 1/2" = 1'-0"

1498 Vanderbilt Way
Marietta, Ga. 30068
Phone: 678-687-8038

CADD
DRAFTING
SERVICES

SADIE "B"
LOT-60 HERON BAY

3384 PEACHTREE ROAD NE
SUITE 125
ATLANTA, Ga. 30326
Phone: 678-643-3412



COPYRIGHT 2020	
DRAWN BY:	JH.
CHECKED BY:	JH.
DATE	09/01/20
REVISION	
NO.	DATE

Sheet Title
TYPICAL DETAILS

Sheet No.

D-3

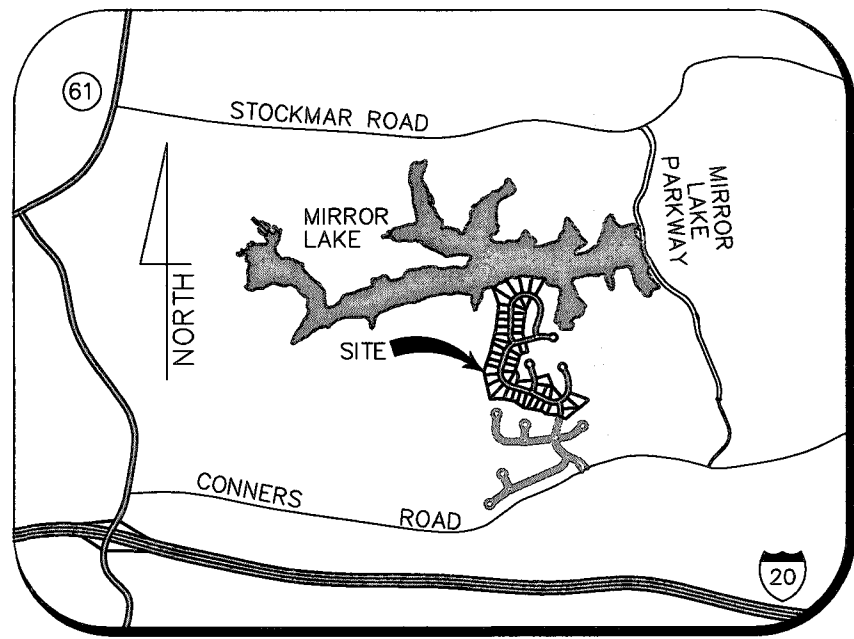
© 2017, HAYES, JAMES & ASSOCIATES D. ASHLEY HARPER i:\aprosurv\2020\20085 mirror lake\dwg\20-085 fp.dwg

FINAL PLAT MIRROR LAKE AT SOUTH HARBOUR UNIT IIA

THIS BLOCK RESERVED FOR CLERK OF
SUPERIOR COURT

INDEX

PAGE 1	COVER - CERTIFICATIONS
PAGE 2	NOTES - TABLES
PAGE 3	LEGEND - AREA TABLES
PAGE 4	LOTS
PAGE 5	LOTS
PAGE 6	LOTS



LOCATION MAP

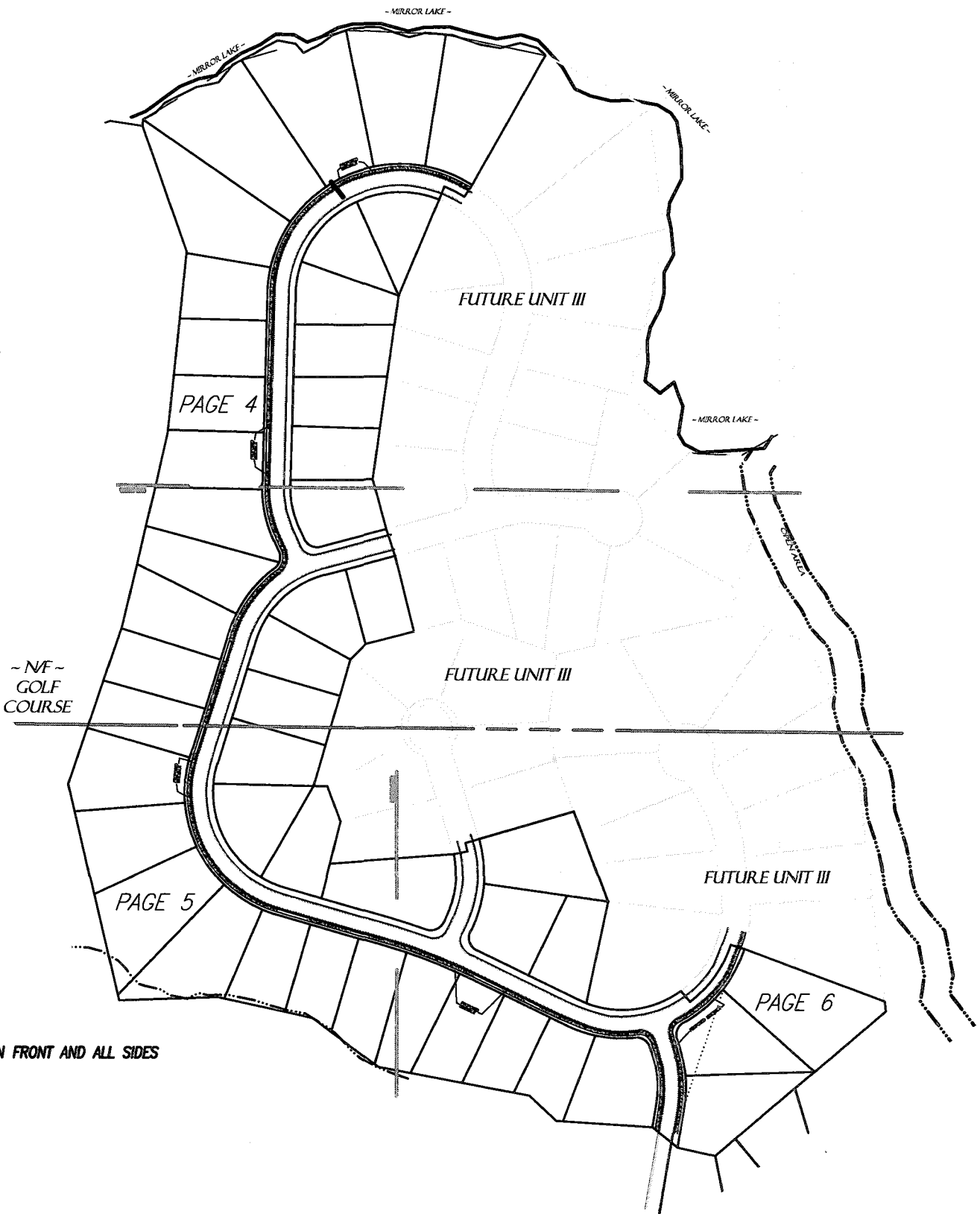
NOT TO SCALE

SITE DATA

DEVELOPER/OWNER: JLC MIRROR LAKE, LLC
6300 POWERS FERRY ROAD, NW
SUITE 600, BOX 282
ATLANTA, GA. 30039

SURVEYOR: HAYES JAMES & ASSOCIATES
4145 SHACKLEFORD ROAD
SUITE 300
NORCROSS, GEORGIA 30093
www.hayesjames.com

Land Lots 174 & 179
2nd District-5th Section
Douglas County, Georgia
City of Villa Rica



SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND THE PLAT COMPLES WITH ALL REQUIREMENTS OF THE VILLA RICA SUBDIVISION REGULATION ORDINANCE.

Steven M. Hardy
STEVEN M. HARDY
GEORGIA REGISTERED LAND SURVEYOR NO. 2662
4145 SHACKLEFORD ROAD, SUITE 300
NORCROSS, GA. 30093

OWNERS ACKNOWLEDGMENT

THE OWNER OF LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF TO THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON, WHICH COMPRISE A TOTAL OF 2.27 ACRES FOR THE PURPOSE THEREIN EXPRESS.

SUBDIVIDED: _____
(PRESIDENT)
JLC MIRROR LAKE, LLC
DATE: _____

OWNER: _____
(PRESIDENT)
JLC MIRROR LAKE, LLC
DATE: _____

CITY OF VILLA RICA APPROVAL

THIS SUBDIVISION HAS BEEN APPROVED FOR RECORDING BY THE MAYOR AND CITY COUNCIL OF VILLA RICA, GEORGIA, AND HAS FIRST BEEN TECHNICALLY EXAMINED BY THE MAYOR AND CITY COUNCIL AND THE CITY MANAGER AND APPROVED IN ACCORDANCE WITH EXISTING RULES AND REGULATIONS.

CITY CLERK OF VILLA RICA _____ DATE _____

MAYOR _____ DATE _____

SITE CONDITIONS:

RANCH HOUSE PLAN = 2,600 SQ. FT. MINIMUM
TWO-STORY HOUSE PLAN = 3,000 SQ. FT. MINIMUM
AVERAGE SQUARE FOOTAGE = 3,100 SQ. FT.

THE HOUSES WILL MEET THE BELOW SPECIFICATIONS:

MINIMUM WHOLE HOUSE 100% BRICK, STONE, OR STUCCO; OR 70% BRICK / STONE & 30% SHAKE ON FRONT AND ALL SIDES

EXTERIOR FAÇADE MATERIAL:

- FULL-DEPTH BRICK
- NATURAL OR CAST STONE
- SMOOTH NATURAL-WOOD SIDING AND/OR CEMENT-BASED SIDING
- SHAKE SIDING
- IF COMBINED: HORIZONTALLY, WITH THE HEAVIER BELOW THE LIGHTER
 - NO EXTERIOR BLANK, WINDOWLESS WALLS WILL BE CONSTRUCTED.
 - ROOFS MAY BE SHINGLES, TILES, OR METAL.
- ROOF SHINGLES WILL BE SLATE, CEDAR, OR ASPHALT.
- FRONT GABLES MAY USE PAINTED FISH-SCALE STYLE SHINGLES
- ROOF TILES WILL BE CLAY, TERRA COTTA, OR CONCRETE.
- ROOFS SHALL HAVE A 12" OVERHANG PAST THE FAÇADE OF THE HOUSE.
- GUTTERS AND DOWNSPOUTS TO MATCH. THEY ARE TO BE COPPER, ALUMINUM, OR GALVANIZED STEEL.
- CHIMNEYS:
- WRAPPED IN BRICK, STONE, OR SUITABLE MASONRY FINISH MATERIAL.
- SHALL BEGIN AT GRADE (FOR EXTERIOR WALLS) AND
- EXTEND BETWEEN 3 AND 6 FEET ABOVE THE ROOFLINE
 - IF DORMERS ARE INCLUDED, THEY WILL NOT BE TALLER THAN THE MAIN ROOF.

THE HOUSE PLANS WILL HAVE FRONT OR SIDE LOADED GARAGES.
DRIVEWAY WIDTH TO BE MINIMUM OF 20 FEET, TWO-CAR GARAGE.
STREET LIGHTING WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT.
SIDEWALKS WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT ON AT LEAST ONE SIDE OF INTERNAL STREETS.
ALL MECHANICAL UNITS WILL BE SCREENED FROM THE RIGHT-OF-WAY WITH LANDSCAPING.



DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS ARE
RECORDED IN DEED BOOK 1206, PAGE 370
OF DOUGLAS COUNTY, GEORGIA RECORDS

Hayes James
ENGINEERS, PLANNERS & SURVEYORS
4145 SHACKLEFORD ROAD
SUITE 300
NORCROSS, GEORGIA 30093
TEL: (770) 923-1600
FAX: (770) 923-4202
CERTIFICATE OF AUTHORIZATION:
NO. LSF000255

FINAL PLAT
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s): 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project #: 20-085
Drawn By: H.D.W.
Checked By: S.M.H.
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	DATE
1	CITY OF VILLA RICA COMMENTS	9/8/21
2	CITY OF VILLA RICA COMMENTS	9/9/21
3		
4		
5		
6		
7		

© Copyright 2014
HAYES, JAMES & ASSOCIATES, INC.
This drawing and their reproductions are the property of the engineers and may not be reproduced, published, or used in whole or in part without the written permission of the engineer.

Sheet Number 1 of 6

© 2017, HAYES, JAMES & ASSOCIATES D. ASHLEY HARPER i:\proj\sur\2020\20085 mirror lake\dwg\20-085 fp.dwg

TOTAL AREA
25.011± ACRES
1,089,469± SQ FT
AREA OF ROADS
5.71 ACRES 248,354 SQ.FT.

TABLE OF DEDICATION	
STREET NAME	LENGTH IN L.F.
HARBOUR DRIVE	214.58
FAIRWAY DRIVE	1768.61
FAIRWAY POINTE	202.26
FAIRVIEW CIRCLE	929.50

THIS BLOCK RESERVED FOR CLERK OF
SUPERIOR COURT

NOTES

- TOTAL AREA 25.01± ACRES 1,089,469± sq. ft.
AREA OF ROADS TO BE DEDICATED 2.27 ACRES 98,944 sq.ft.
- TOTAL LOTS 48 - 11.12 ACRES 484,406 sq. ft.
- DENSITY: 48/±16.61 ±2.89 LOTS PER ACRE
NET DENSITY: 48/11.12 4.32 LOTS PER ACRE
- PERCENT OPEN SPACE: ±3.20/±16.61 ±19.27%
- SETBACKS: 25' FRONT
30' BACK
10' SIDE
- STORM DRAINAGE AND SANITARY SEWER EASEMENTS SHOWN HEREON ARE CENTERED ON THE NATURAL DRAINS, STRUCTURES AND PIPES ASSOCIATED WITH THE EASEMENTS. H.O.A. IS RESPONSIBLE FOR DRAINAGE STRUCTURES AND EASEMENTS.
- STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. THE SOLE RESPONSIBILITY FOR REPAIRING OF ANY DAMAGE OF ANY SUCH IMPROVEMENTS SHALL BE THE PROPERTY OWNER.
- THE CITY OF VILLA RICA WILL NOT ACCEPT ANY RIGHT-OF-WAY, EASEMENTS & UTILITIES DEDICATIONS PRIOR TO THE FINAL TOPPING OF THE SUBDIVISION STREETS.
- INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON HAS BEEN SHOWN BASED ON THE LOCATION OF THE ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND FLAGS AND PAINT PLACED BY THE UTILITY PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON. PER GEORGIA LAW, THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.
- THE HEADWALL AND PIPE LOCATED ON LOTS 936 & 937 ARE TO BE EXTENDED TO THE REAR PROPERTY LINE AND ALONG THE PROPERTY LINE BETWEEN LOTS 936 & 937 AND 944 & 945.
- A PORTION OF THIS PROPERTY IS SHOWN TO BE LOCATED WITHIN THE LIMITS OF A DESIGNATED 100 YEAR FLOOD HAZARD AREA ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 13045C0157E DATED AUGUST 15, 2019.
- THIS PROPERTY IS ON THE CITY WATER AND SANITARY SEWER SYSTEM.
- THIS PROPERTY IS ON A PAVED ROAD.
- THIS PROPERTY IS PART OF A SUBDIVISION.
- THIS PROPERTY IS NOT IN A FLOOD PLAIN.
- THIS PROPERTY IS IN A WETLAND AREA.
- THIS PROPERTY IS IN A WATERSHED AREA.
- THIS PROPERTY DOES NOT HAVE ANY BODIES OF WATER ON THE PROPERTY.
- THIS PROPERTY HAS DEDICATED ROADS.

20. THIS DATUM IS BASED ON MONUMENTS FOUND IN THE FIELD AT THE TIME OF THIS SURVEY AND TIED INTO THE NATIONAL GEODETIC SURVEY AND EGPS SOLUTIONS CONTINUALLY OPERATING REFERENCE SYSTEM BY USE OF TOPCON HYPER PLUS SYSTEM GPS EQUIPMENT. THE ORIENTATION IS GRID NORTH, GEORGIA WEST ZONE PROJECTION. VERTICAL DATUM IS BASED UPON N.A.V.D. 1988. HORIZONTAL DATUM IS N.A.D. 1983, HARN ADJUSTMENT 1994.

21. ZONED PD (PLANNED DEVELOPMENT)

22. ALL CORNERS ARE #4 REBAR SET UNLESS OTHERWISE SHOWN.

23. STATE WATERS EXIST ON THE SITE.

BUFFERS: 25' STATE BUFFER
25' LOCAL BUFFER
25' IMPERVIOUS SETBACK
(75' TOTAL)

24. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, PROVIDE STATEMENT THAT FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD

REFERENCES

- A SURVEY FOR MIRROR LAKE, L.L.C. DATED SEPTEMBER 4, 2002 PREPARED BY TURNER ENGINEERING & LAND SURVEYING AND RECORDED IN PLAT BOOK 29, PAGE 81, DOUGLAS COUNTY RECORDS.
- FINAL PLAT OF SOUTH HARBOUR AT MIRROR LAKE, UNIT ONE DATED JANUARY 31, 2003 PREPARED BY TURNER ENGINEERING & LAND SURVEYING.
- FINAL PLAT OF SOUTHLAKE AT MIRROR LAKE, PHASE ONE DATED MARCH 23, 2004 PREPARED BY WATTS & BROWNING ENGINEERS, INC. AND RECORDED IN PLAT BOOK 31, PAGE 206, AFORESAID RECORDS.
- SITE PLAN FOR MIRROR LAKE TITLED "CED MIRROR LAKE" PREPARED BY WATTS & BROWNING ENGINEERS, INC.



TECHNICAL DATA

DATE OF SURVEY: 04-21-21
EQUIPMENT USED: NIKON DTM 522
TOTAL STATION
ANGULAR ERROR: 1" / SET UP
PRECISION: 1:30,000
TYPE OF ADJUSTMENT: COMPASS RULE
PLAT CLOSURE: 1:100,000

PROPERTY CORNER LEGEND

#4 R.S.	●	#4 REBAR SET
#4 R.S.	□	#4 REBAR SET (FUTURE)
#4 R.F.	○	#4 REBAR FOUND
O.T.F.	○	OPEN TOP FOUND
C.T.F.	○	CRIMPED TOP FOUND
C.N.S.	○	CORNER NOT SET

LEGEND

LINE TYPES

---	RIGHT-OF-WAY LINE	---	BUILDING SETBACK LINE
---	SUBJECT PROPERTY LINE	---	CREEK LINE
---	ADJACENT PROPERTY LINE	---	OVERHEAD POWER LINE
---	LAND LOT LINE	---	U/G POWER LINE
---	TREE LINE	---	FENCE LINE
---	STORM SEWER PIPE	---	TELEPHONE LINE
---	SANITARY SEWER	---	FIBER OPTIC
---	SANITARY SEWER LATERAL	---	CABLE TELEVISION
---	WATER MAIN	---	TOPOGRAPHIC CONTOUR
---	GAS MAIN		

ABBREVIATIONS

A.E.	ACCESS EASEMENT	DIP	DUCTILE IRON PIPE
B/L	BUILDING SETBACK LINE	E	EASEMENT
CMP	CORRUGATED METAL PIPE	PB	PLAT BOOK
DB	DEED BOOK	S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT	W.E.	WATER EASEMENT
DI	DROP INLET		

SYMBOLS

	DOUBLE WING CATCH BASIN (DWCB)		GAS METER (GM)
	SINGLE WING CATCH BASIN (SWCB)		GAS VALVE (GV)
	HEAD WALL (HW)		CURB AND GUTTER (C&G)
	DROP INLET (DI)		SPOT ELEVATION
	JUNCTION BOX (JB)		ELECTRIC METER (EM)
	STORM DRAIN MANHOLE (SDMH)		BELLSOUTH MANHOLE
	SAN. SEWER MANHOLE (SSMH)		TELEPHONE BOX (TELX)
	CLEANOUT (CO)		GA. POWER MANHOLE
	FIRE HYDRANT (FH)		POWER POLE (PP)
	WATER VALVE (WV)		LIGHT POLE (LP)
	IRRIGATION CONTROL VALVE (ICV)		TRAFFIC POLE (TRP)
	WATER METER (WM)		TRANSFORMER BOX (TX)
	SIGN		FLAG POLE (FP)
	BENCHMARK		AIR CONDITIONER PAD (AC)
	LOT NUMBER		CABLE TELEVISION PEDESTAL (CTV)
	ADDRESS		

FINAL PLAT
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s): 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project #: 20-085
Drawn By: H.D.W.
Checked By: S.M.H.
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	DATE	REVISIONS						
			1	2	3	4	5	6	7
1	CITY OF VILLA RICA COMMENTS	9/8/21							
2	CITY OF VILLA RICA COMMENTS	9/9/21							
3									
4									
5									
6									
7									

© Copyright 2014
HAYES, JAMES & ASSOCIATES, INC.
This drawing and their reproductions are the property of the engineers and may not be reproduced, published, or used in whole or in part without the written permission of the engineer.

Sheet Number 2 of 6

© 2017, HAYES, JAMES & ASSOCIATES D. ASHLEY HARPER i:\aproj\surv\2020\20085 mirror lake\dwg\20-085 fp.dwg

THIS BLOCK RESERVED FOR CLERK OF
SUPERIOR COURT

Curve Table				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	199.99	126.09	N35°27'38"E	124.01
C2	200.00	14.93	N13°54'21"W	14.93
C3	210.00	39.77	N62°47'46"W	39.71
C4	208.39	54.21	N02°18'14"E	54.05
C5	208.39	50.36	N12°04'16"W	50.24
C6	25.00	34.72	N21°23'57"E	32.00
C7	225.00	90.17	N49°42'11"E	89.57
C8	225.00	81.77	N27°48'36"E	81.32
C9	25.00	33.75	S57°03'43"E	31.25
C10	224.99	70.72	S86°43'58"E	70.43
C11	225.00	52.83	S71°00'04"E	52.71
C12	2833.57	18.01	S64°48'12"E	18.01
C13	977.20	101.51	S68°18'55"E	101.47
C14	975.00	42.81	S72°33'21"E	42.81
C15	225.00	27.00	S70°22'33"E	26.99
C16	225.00	81.54	S56°33'21"E	81.09
C17	225.00	83.12	S35°35'26"E	82.65

Curve Table				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD
C18	225.00	80.56	S14°45'01"E	80.13
C19	225.00	80.73	S05°47'10"W	80.30
C20	225.00	5.06	S16°42'35"W	5.06
C21	263.83	35.84	S21°55'09"W	35.82
C22	225.00	105.57	S39°55'35"W	104.61
C23	23.71	13.84	S37°31'39"W	13.65
C24	25.00	20.41	S01°42'15"E	19.85
C25	224.56	94.74	S13°01'56"E	94.04
C26	225.00	9.54	S00°14'44"W	9.54
C27	243.61	46.33	S07°06'33"W	46.26
C28	235.00	88.71	S23°34'18"W	88.18
C29	235.00	89.23	S45°15'48"W	88.69
C30	235.00	91.47	S67°17'30"W	90.90
C31	235.00	91.45	S89°35'26"W	90.87
C32	235.00	89.78	N68°18'59"W	89.24
C33	185.00	149.80	N88°34'55"E	145.74
C34	185.00	147.56	N42°32'02"E	143.68

Curve Table				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD
C35	185.79	58.83	N10°34'19"E	58.59
C36	175.00	81.11	N11°49'01"W	80.39
C37	24.99	34.81	N64°58'44"W	32.06
C38	175.23	124.18	N54°48'26"E	121.60
C39	175.00	52.30	N25°54'57"E	52.10
C40	123.82	36.99	N11°18'36"E	36.85
C41	175.43	195.64	N26°46'14"W	185.66
C42	175.00	45.83	N66°18'37"W	45.70
C43	1113.00	64.93	N71°59'56"W	64.92
C44	25.00	36.69	S67°46'15"W	33.49
C45	175.00	114.24	S07°01'29"W	112.22
C46	225.00	80.43	N05°55'32"W	80.00
C47	225.00	84.08	N15°01'13"E	83.59
C48	25.00	41.39	N17°26'59"W	36.82
C49	770.00	7.92	N64°29'44"W	7.92
C50	175.00	13.09	N66°25'00"W	13.09
C51	175.00	175.70	S82°40'39"W	168.42
C52	158.39	79.82	S04°38'47"E	78.98

Line Table		
LINE #	BEARING	DISTANCE
L1	S06°48'27"E	18.10
L2	S72°36'06"E	25.01
L3	S39°13'05"E	25.02
L4	S20°35'20"E	71.60
L5	S20°35'20"E	57.62
L6	S20°35'20"E	41.68
L7	N72°51'47"E	25.00
L8	N77°35'38"E	25.00
L9	S88°41'49"E	24.35
L10	S18°30'22"E	50.10
L11	S21°46'45"W	25.00
L12	S32°37'44"W	25.00
L13	N03°22'26"E	11.21
L14	N61°13'21"E	24.94

Line Table		
LINE #	BEARING	DISTANCE
L15	N44°50'50"E	25.42
L16	N63°06'21"E	61.21
L17	N77°55'44"E	40.07
L18	N39°11'51"E	41.41
L19	N63°11'20"E	16.08
L20	N63°11'20"E	25.50
L21	N59°00'39"E	19.65
L22	N61°33'18"E	27.74
L23	S79°36'32"E	32.36
L24	S41°31'52"E	21.78
L25	N62°01'32"E	34.57
L26	N52°57'27"E	25.88
L27	N71°09'58"E	24.95
L28	N71°09'58"E	9.33

Line Table		
LINE #	BEARING	DISTANCE
L29	N85°14'45"E	31.46
L30	S86°50'16"E	19.86
L32	S70°57'02"E	27.66
L33	S72°12'09"E	26.50
L34	N75°35'46"E	29.53
L35	S85°27'52"E	36.82
L36	S85°27'52"E	11.23
L37	S71°44'01"E	54.03
L38	S80°32'56"E	34.56
L39	N75°34'23"E	36.20
L40	S73°32'00"E	33.46
L41	S44°09'45"E	17.57
L42	N50°55'19"W	57.48

Road Centerline Line Table		
Line #	Direction	Length
L87	N64°16'27"W	194.38'
L88	N73°48'49"W	196.51'
L89	N17°21'15"E	225.96'
L90	N75°08'13"E	126.66'
L91	S18°23'10"E	62.25'
L92	S09°31'04"W	60.40'
L93	N25°43'33"E	56.57'
L94	N25°05'41"W	64.36'
L95	N01°27'39"E	336.50'

Road Centerline Curve Table				
Curve #	Radius	Length	Chord Bearing	Chord
C105	199.89'	67.89'	S63°13'56"W	67.57'
C106	199.89'	149.24'	N85°38'56"W	145.80'
C107	1000.00'	58.15'	N65°56'24"W	58.14'
C108	1000.00'	108.35'	N70°42'35"W	108.29'
C109	200.00'	318.24'	N28°13'47"W	285.71'
C110	200.00'	165.99'	N41°07'47"E	161.26'
C111	200.00'	35.71'	N70°01'16"E	35.67'
C112	191.27'	91.83'	S04°37'56"E	90.95'
C113	200.00'	130.88'	N06°58'45"E	128.55'
C114	200.00'	92.70'	N11°49'01"W	91.87'
C115	210.00'	404.34'	N56°37'12"E	344.71'



Hayes James

ENGINEERS, PLANNERS & SURVEYORS

4145 SHACKLEFORD ROAD
SUITE 300
NORCROSS, GEORGIA 30093
TEL: (770) 923-1600
FAX: (770) 923-4202

CERTIFICATE OF AUTHORIZATION:
NO. LSF000255

FINAL PLAT
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s): 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project #: 20-085
Drawn By: H.D.W.
Checked By: S.M.H.
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	REVISIONS		DATE
		NO.	DESCRIPTION	
1	CITY OF VILLA RICA COMMENTS			9/8/21
2	CITY OF VILLA RICA COMMENTS			9/9/21
3	-			
4	-			
5	-			
6	-			
7	-			

© Copyright 2014

HAYES, JAMES & ASSOCIATES, INC

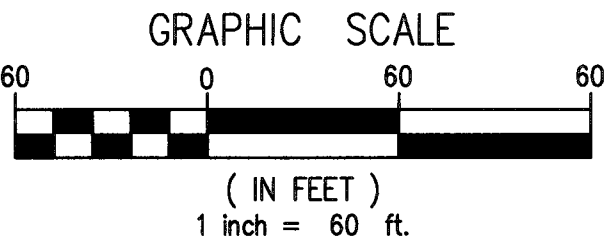
This drawing and their reproductions are the property of the engineers and may not be reproduced, published, or used in whole or in part without the written permission of the engineer.

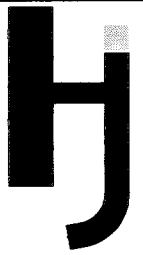
Sheet Number

3 of 6

© 2017, HAYES, JAMES & ASSOCIATES D. ASHLEY HARPER i:\aprosurv\2020\20085 mirror lake\dwg\20-085 fp.dwg

~NF~
GOLF COURSE





Hayes James

ENGINEERS, PLANNERS & SURVEYORS

4145 SHACKLEFORD ROAD
SUITE 300
NORCROSS, GEORGIA 30093
TEL: (770) 923-1600
FAX: (770) 923-4202
CERTIFICATE OF AUTHORIZATION:
NO. LSF000255

FINAL PLAT

MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

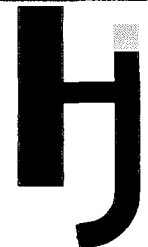
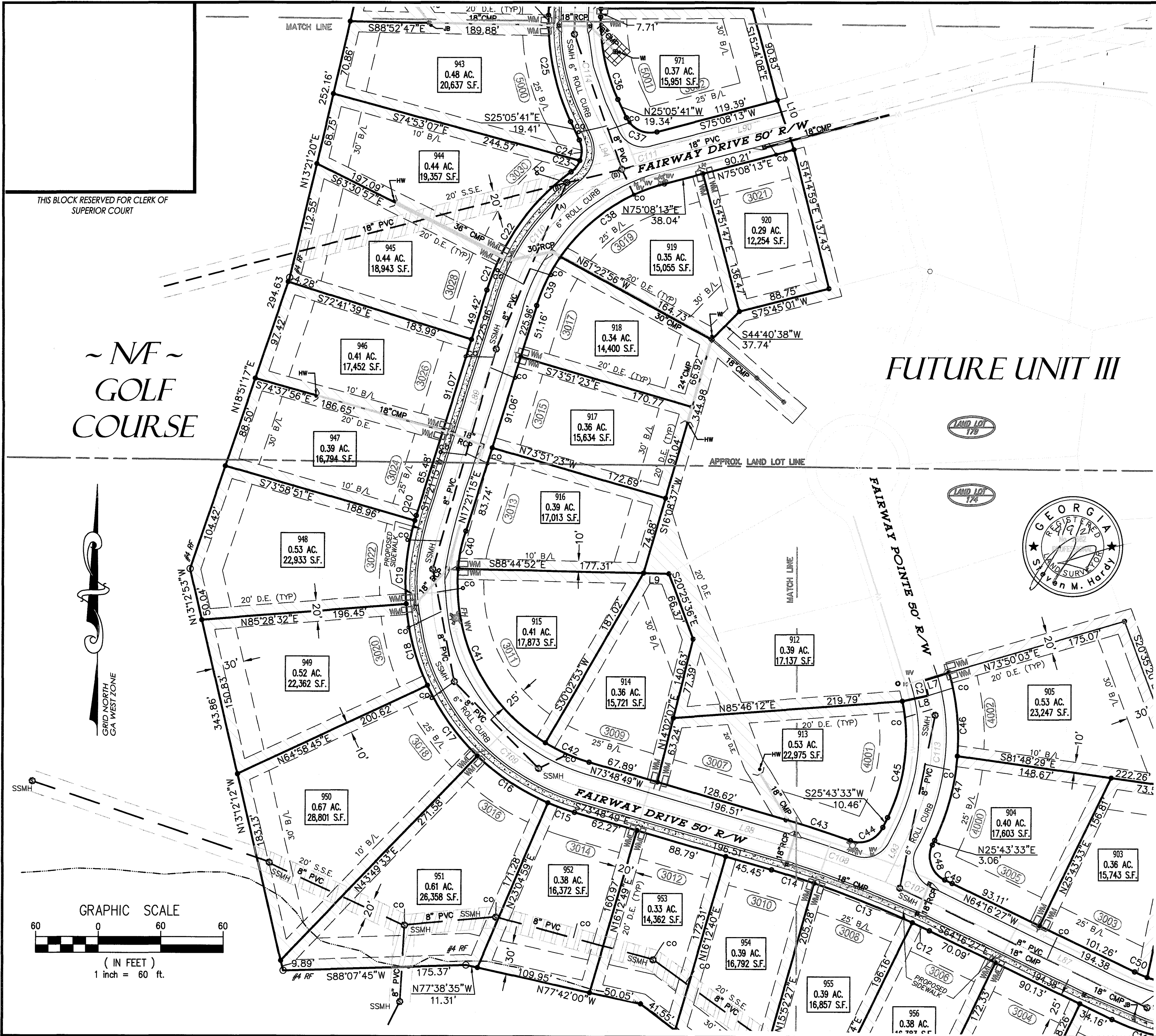
Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project # : 20-085
Drawn By: H.D.W.
Checked By: S.M.H.
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	REVISIONS	DESCRIPTION	DATE
1		CITY OF VILLA RICA COMMENTS	9/8/21
2		CITY OF VILLA RICA COMMENTS	9/9/21
3			
4			
5			
6			
7			

© Copyright 2014
HAYES, JAMES & ASSOCIATES, INC.
This drawing and their reproductions are the property
of the engineers and may not be reproduced,
published, or used in whole or in part without the written
permission of the engineer.

© 2017, HAYES, JAMES & ASSOCIATES D. ASHLEY HARPER i:\aproj\surv\2020\20085 mirror lake\dwg\20-085 fp.dwg



Hayes James

ENGINEERS, PLANNERS & SURVEYORS

4145 SHACKLEFORD ROAD
SUITE 300
NORCROSS, GEORGIA 30093
TEL: (770) 923-1600
FAX: (770) 923-4202

CERTIFICATE OF AUTHORIZATION:
NO. LSF000255

FINAL PLAT
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project #: 20-085
Drawn By: H.D.W.
Checked By: S.M.H.
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	DATE
1	CITY OF VILLA RICA COMMENTS	9/8/21
2	CITY OF VILLA RICA COMMENTS	9/9/21
3		
4		
5		
6		
7		

© Copyright 2014
HAYES, JAMES & ASSOCIATES, INC
This drawing and their reproductions are the property
of the engineers and may not be reproduced,
published, or used in whole or in part without the written
permission of the engineer.

FINAL PLAT
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s): 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

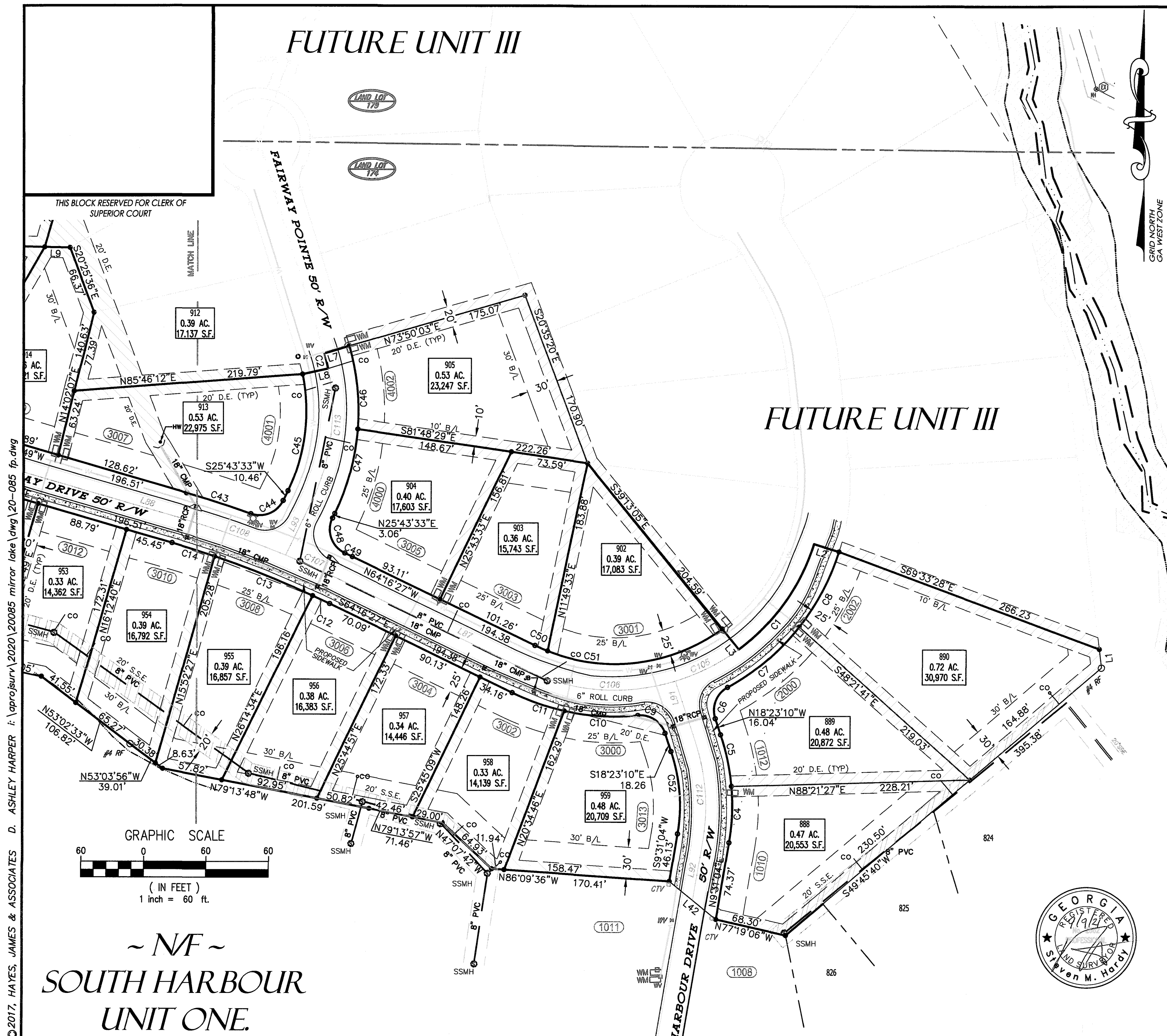
Project # : 20-085
 Drawn By: H.D.W.
 Checked By: S.M.H.
 Scale: 1" = 60'
 Date: APRIL 21, 2021

REVISIONS			DATE
NO.	DESCRIPTION		
1	CITY OF VILLA RICA COMMENTS		9/8/21
2	CITY OF VILLA RICA COMMENTS		9/9/21
3	-		
4	-		
5	-		
6	-		
-			

© Copyright 2014

HAYES, JAMES & ASSOCIATES, INC
This drawing and their reproductions are the property
of the engineers and may not be reproduced,
published, or used in whole or in part without the written
permission of the engineer.

Sheet Number 6 of 6





CITY OF VILLA RICA

City Council Packet

SUBJECT: ALT-02-21- Extension of Rezoning for Avemore (RA-06-18) and Clarification of the Number of Senior Housing Units Approved in 2018

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9th, 2021

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The applicant, Winchester Real Estate Investment Company, seeks an extension of the rezoning for Avemore from Rural Development (RD) to Planned Development (PD) and its successor zone, Planned Unit Development (PUD). The applicant also requests clarity on the number of “Senior Housing” units permitted.

BACKGROUND: The City Council approved the Avemore project at 55 and 63 Goldworth Road in 2018 with a total of 250 single-family units and 325 multi-family units, along with a host of other uses, including independent living, memory care, live/work space. The Council did not set a maximum number of units for the independent living and senior housing portions of the project. The applicant is returning to seek clarity on the number of senior housing units that are permitted. Staff also seeks clarity to what age classifies as “senior housing”.

In 2019 and 2020, the applicant returned to the City Council for an extension, to which was granted. A zoning book was submitted in 2019 and the applicant altered the Council removed the restrictions on the community to provide only “55 and up” housing, and a stub road to Charleston Place.

STAFF RECOMMENDATION: Staff recommends approval of the proposed extension and 290 units of senior housing.

PLANNING COMMISSION: APPROVAL (4-0)

MOTION:

- (1) I move to approve an extension to the Avemore rezoning and all conditions for a period of one (1) year from today.
- (2) I move to modify the conditions approved in 2019 for RA-06-18 to permit the addition of no more than 290 units of senior housing with a minimum age of fifty-five (55) on the property, in addition to the 250 single-family and 325 multi-family units approved.



Application Checklist

Please complete this form when accepting an Alteration to Rezoning Conditions. For processing a Rezoning request or map/text amendments, application shall be submitted in accordance with a schedule adopted annually by the City Council. Each application shall be submitted at least 50 days prior to the date on which it is to be considered by the City Council and in any event in sufficient time so as to permit advance advertising and notice of any public hearing(s).

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

Please check the following items being submitted:

Request for extension on zoning.
Market Study summary

Name of Applicant:

Winchester Real Estate Investment Company LLC

Signature of Applicant:

Date:

8/2/21



Alteration to Rezoning Condition

Name of Applicant: Vineyard Road Estate Farmstead Co. LLC Phone: 770 680 0418 Date: 8/2/21
Address Applicant: 55 Goddard Rd Fax: _____ Pager/Cell: _____
City: Villa Rica State: GA Zip: 30180 E-mail: jaywds@gmail.com
Name of Agent: James W. Davis III Phone: same Date: _____
Address Agent: same Fax: _____ Pager/Cell: _____
City: _____ State: _____ Zip: _____ E-mail: _____

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

For the Purpose of Advanced PUD
(Type of Development)

Address of Property: 55 + 63 Goddard Rd. Nearest intersection to the property: Victory Lane Rd.
(Street Address, if Applicable, Nearest Intersection, Etc.)

Land Lot Number(s): 99, District(s): 6, County: Carroll

Size of Tract: 220 +/- acre(s) Gross Density: _____ units per acre Net Density: _____ units per acre

Property Tax Parcel Number(s): V070140004, V070140003, and V070140151 (Required)

Adjacent Property Owners:

North: Matthews
South: Charleston Crossing

East: Hwy 61 / Birchmap.
West: Tolbert

Witness' Signature

Printed Name of Witness

Notary

Signature of Owners/s

Printed Name of Owners/s

Signature of Agent

Applicant Campaign Disclosure Form

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes No 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 2nd day of August, 2021

Winkas REIC, LLC
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 2nd day of August, 2021

Notary Public

Nyree Simpson



1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

CITY OF VILLA RICA
PLANNING AND ZONING
571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

8/2/2021

Dear Mr. Johnson,

In RE: Planned Development Final Plan for RA-06-18 at 55 and 63 Goldworth Road, Villa Rica, GA 30180, Parcel Nos: V07 0140004, V07 0140003 and V07 0140151, in Land Lot 99 of the 6th District in Carroll County, currently zoned Rural Development (RD).

To my understanding, I am required to request an extension of the current zoning plan for the Avemore project at this time. Please consider this letter my request to do so.

Also, it has come to my attention that the total number of units of Senior Housing in the Avemore project was not finally approved in the original request. I hereby request that the Council consider the Senior housing plan already submitted should include up to 300 units of Senior Housing on the project site.

Our anticipated plan and layout is already on the site plan for the Land Disturbance permit currently under consideration for the site. That includes up to 200 independent living apartments/flats/housing units, 60 assisted living units, and 30 memory care units or some mix thereof that fits the community need. We have a market study that clearly demonstrates the need in our community and a summary of the same is attached

Thank you for your consideration, and please advise me as to pertinent dates necessary for compliance with the continued zoning of the project.

James W. Davis III, Manager for
Winchester Real Estate Investment Company LLC

Summary and Recommendations

The markets for all levels of care analyzed herein show sufficient depth to warrant the development of a new Life Plan Community at Avemore. Statistical analyses show that the market would comfortably support a community of 211 or more Independent Living residences with an entrance fee agreement and 258 with a rental agreement. Need for higher levels of care is also robust with an estimated need for 163 or more Assisted Living residences from the primary income market and for 108 or more Memory Care residences (in an Assisted Living setting). These estimates represent the most conservative estimates of need and demand in the market.

- Though households age 65 or older were included in the analyses of demand for IL due to virtually no difference in levels of interest by age as measured by the market survey, it would be advisable to approach the first phase of development conservatively, given the greater likelihood of immediate purchase/move-in among the older (age 75+) cohort. A conservative and achievable first phase of IL development at Avemore should likely not exceed 150 residences with an entrance fee contract, or no more than 175 rental residences. Preferences for entrance fee versus rental contract should be tested in focus groups to determine market preferences and the potential optimal mix.
- A summary of demand estimates by market area, income cohort, and contract is indicated in the following table.

Demand for Independent Living

Area	Age 65+ Household Income Target	Entrance Fee		Rental	
		Conservative	Moderate	Conservative	Moderate
PMA	\$35K to \$100K	227	288	278	353
	\$50K to \$100K	136	172	166	211
SMA	\$35K to \$100K	116	174	142	213
	\$50K to \$100K	75	113	92	138
Total	\$35K to \$100K	343	463	419	566
	\$50K to \$100K	211	285	258	349

- Demand analyses indicate that the final build-out for IL, including future phases of development could realistically absorb up to approximately 350 residences; however, phased development is recommended due to the newness of both the overall concept for the development and also the lack of comparable product (Life Plan Community) in this market and therefore a potential lack of product knowledge that will require market education.
- Brooks Adams' recommendation for building, in terms of higher levels of care, is that Avemore should likely not have a mix of IL to AL (including MC) within the Life Plan Community that exceeds a ratio of approximately 3:1; therefore, if 150 IL residences are to be developed, there should be no more than 50 AL and MC residences combined, to serve this population. However, there is a possibility that the care center (AL and MC) could end up serving older residents of Avemore that are not Life Plan Community residents, and instead live in other housing options throughout the community. As this population ages-in-place, some may reach a level of acuity that would warrant them moving to a care center. In this case, it would likely be advisable to include extra AL and MC residences to accommodate this additional population in the future. If it is possible to phase development in the care center, it would be advisable specifically due to this occasion.

- If it is Avemore's desire to additionally serve those who reside in the PMA, including those who do not reside at Avemore, it clearly has the opportunity to develop additional AL and MC residences according to need which is summarized (by income cohort) in the following table.

Demand for Long-Term Care		
	Assisted Living	Memory Care
\$50K to \$75K	115	72
\$75K to \$100K	69	44
\$100K to \$150K	94	36
\$150K+		28
Total	278	180

- It is additionally important to note that key demographic components in the market area point to an exceedingly strong and growing potential market for Avemore in the years to come, and this growth is fueling estimated demand.

- The older population (age 65+) is predicted to experience a significantly greater rate of growth than the total population from 2017 to 2022 at just over 25% -- greater than both the national and state averages.
- The primary age market for senior housing (age 75+) is also predicted to experience a greater rate of growth (29%) than the population as a whole, and notably so at over 150% the national average and over 40% the state average.
- There are currently 6,700 target-market households (age 65+, income \$35,000 to \$100,000) in the market area, and this cohort is expected to grow nearly 30% by 2022 to reach a total of 8,700.
- Overall growth in adult child households is approximately eight times the national average -- a trend not particularly uncommon for areas in the south; however very notable for a market area that includes a significant rural population.
- Home-ownership among older households is 82%, indicating that the vast majority of target-market households will likely have equity that is translatable into an entrance fee. By 2022, the median home value in the market area is predicted to reach nearly \$170,000.
- Competitive product in the market area is fairly scarce with only two communities that offer 1L residences (Cottages Landing and Stewart House) being located in the PMA, and these communities have a total of only 39 such residences. There are nearly 350 such residences in five communities within the SMA, but nearly all of these communities are located at least a 30-minute drive from Avemore.
 - There are no Life Plan Communities in the PMA, and only two (Presbyterian Village Austell and Wesley Woods) in the SMA.
 - There are a greater number of communities in the PMA offering AL (7) and MC (3), but the total number of residences for each, respective level of care is only 281 and 46 -- fairly minimal numbers given the size of the older population in the PMA.

Overall, the market has notable strengths relating to the potential development of a new Life Plan Community, and statistical demand has been corroborated via interest measured in the prior market survey. As the proposed concept of Avemore is somewhat new to the area, a conservative approach is recommended -- one that employs phased development. In addition, specific elements of the development remain to be tested, including contract preference, price sensitivity, floor plan preferences, etc., and these should be addressed through focus groups of the targeted, local population. However, Brooks Adams sees an excellent opportunity for Avemore's long-term success.



Planning & Zoning

Community Development Department

RA-06-18

Council Ward: 2

Planning Board Member: Kurt Kraft

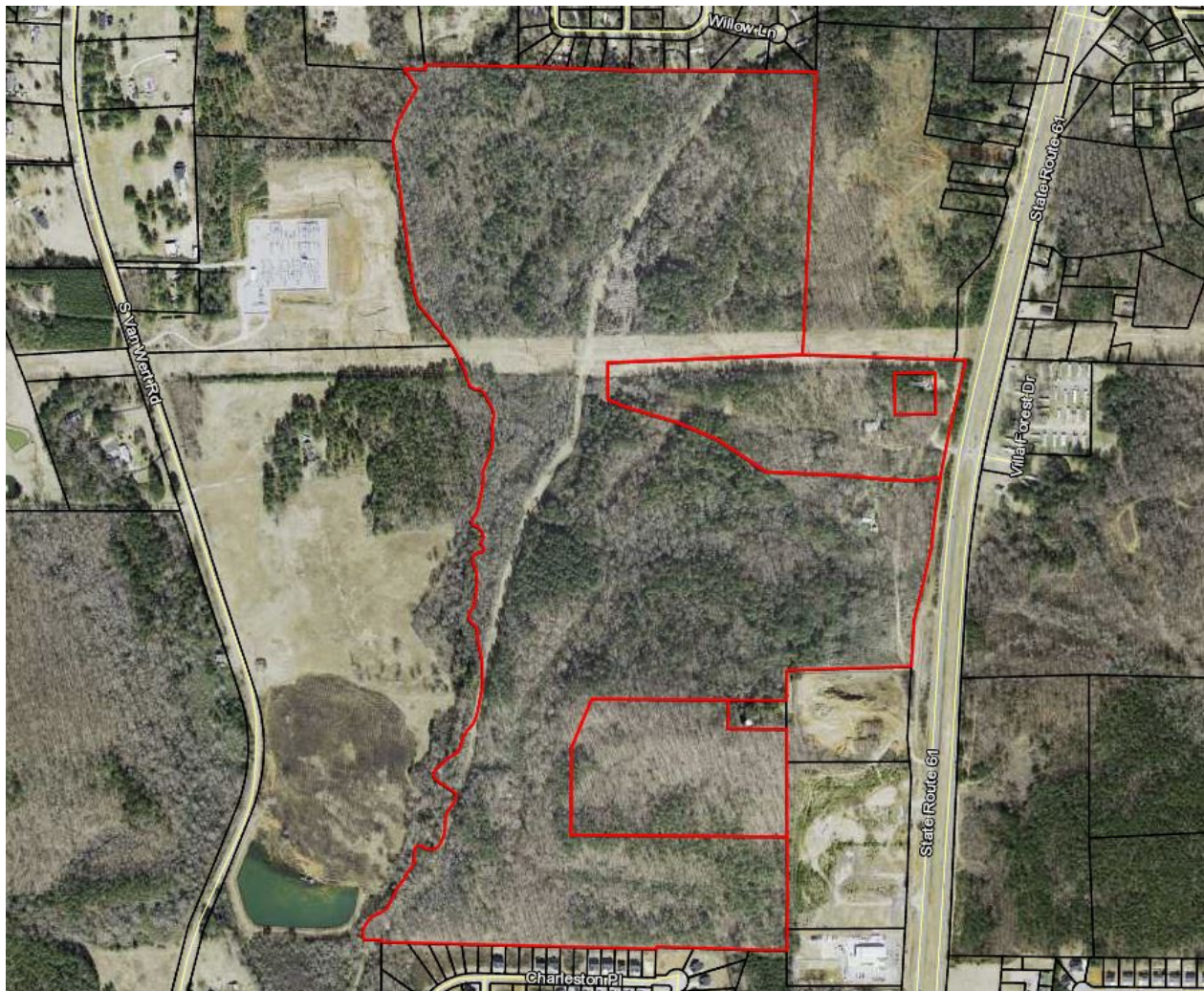
City Council Member: Matt Momtahan

Public Hearing Dates

Planning Commission: August 3, 2019

City Council: August 27, 2019

Request: Planned Development (PD) concept plan approval for a mixed use, life plan community.



Applicant: Winchester Real Estate
Investment, LLC
214 Maple Street
Villa Rica, GA 30180
(478) 737-8279

Acres: 220.38+/-

Current Land Use: Single Family
Residential/Undeveloped

Future Development Character Area:
Suburban Village/Commercial Corridor

Parcel Number(s): V07 0140004, V07 0140003, V 07 0140151

Location: 55 and 63 Goldworth Road, Villa Rica, Georgia 30180, in Land Lot 99 of the 6th District of Carroll County.

Project Description:

The applicant is requesting Planned Development Concept Plan approval for property located at 55 and 63 Goldworth Road currently zoned Rural Development (RD). The proposed use is a mixed-use development with a life plan community.

Proposed Private Improvements

Single Family Residences:	222+/- homes in pocket neighborhoods over 91.01-/+ acres
Two Family Residences:	None
Multi Family Residences:	303+/- units [233 Condominium/Apartments, 8 Live-Work Townhouse Residences, 62 Townhouses]
Commercial:	154,750 Sq. Ft.
Life Plan Community:	35.05+/- acres (as per previous submittal)

Surrounding Properties:

Current Zoning		Land Use
North	Manufactured Home Subdivision (MHS) – Unincorporated Carroll County	Mobile Home Subdivision
East	Rural Development (RD) & General Commercial (GC)- Villa Rica Commercial (C) & Agricultural (A) - Unincorporated Carroll County	Residential and Undeveloped
South	Planned Development (PD)	Single Family Residential
West	Agricultural – Unincorporated Carroll County	Undeveloped

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code, requires all Planned Development Concept Plan applications to be evaluated using the review criteria established for zoning map amendments (Section 2.03.B), the Concept Plan criteria (Section 2.03.C), and major subdivision (Section 2.03.E).

Zoning Map Amendments:

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

It does not appear that the existing Rural Development (RD) zoning designation is in error.

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

Future Land Use Map

The subject properties are currently located within City limits. The Future Land Use Map designations in the surrounding area are Suburban Village and Commercial Corridor.

Relation to the Comprehensive Plan Policies:

Development Patterns

DP Goal 4: Support mixed use development

Social and Economic Development

SED Goal 2: Protect and enhance existing neighborhoods while supporting a diverse array of housing options to accommodate future growth

SED Goal 3: Create employment opportunities within the city and expand business diversity

Economic Development

ED-1e: Encourage regional commercial development to occur within close proximity to freeway interchanges to promote regional commerce

- C. *Whether there is a community need for and benefit from the proposed rezoning; or***
Rezoning the property to Planned Development (PD) is a benefit to the community as the proposed use is to provide single family and multi-family residential, commercial, and a life plan community. The applicant describes the life plan community as being the central core of the development, which includes independent living, assisted living, memory care, and skilled nursing.

Population projections from the Comprehensive Plan indicate that Villa Rica has a growing population of individuals age 55 and above. Additionally, the Plan identifies that seniors will need more attached and communal housing types and increased medical services. Developments such as this will serve the demands of this growing population.

- D. *Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed; or***

The proposed rezoning is not consistent with the character of the area. The surrounding area is mostly undeveloped and rural. There are some single-family residential communities in the immediate vicinity, but development along this portion of Highway 61 is very sparse. However, the 2018-2038 Comprehensive Plan Update designates the future development of this area as "Suburban Village" and "Commercial Corridor", as the properties have frontage along Highway 61. Primary future land uses in "Suburban Village" include single-family and multi-family dwellings, senior/assisted living facilities, conservation subdivisions, clustered neighborhood commercial/small-scale mixed use, and areas of civic benefit. The "Commercial Corridor" future development character area encourages a mix of uses, so as to avoid strip, commercial development. The proposed development demonstrates adherence to some of the core objectives of these character areas.

- E. *Whether the proposed zoning is compatible with the zoning and uses of property nearby; or***

The proposed zoning designation is compatible with Charleston Place Subdivision to the south of the site only, as both would be Planned Unit Developments, however the proposed Planned Unit Development Zoning is not consistent with other surrounding zones, which

consist of Rural Development (Villa Rica), Agricultural (Carroll County), General Commercial (Villa Rica), Manufactured Home Subdivision (Carroll County) and Commercial (Carroll County). While the Manufactured Home Subdivision, Agricultural and Rural Development Zones permit single family detached homes, the density of which are not compatible to the proposed development.

Certain proposed uses on the subject property are compatible to the uses in the surrounding area as they consist of single-family detached homes, open space/undeveloped lots and retail. However, the multi-family and life plan community are not compatible with surrounding land uses. There are no mixed-use developments in the immediate vicinity. Most of the parcels have a singular use or are undeveloped.

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

The existing zoning would be suitable for Rural Development for residential and agricultural uses. The site was previously used as a single family residence, and dairy farm. The dairy farm, Williams-Mitchell Farm, is currently on the National Register of Historic Places. However, because the parcel is in close proximity to Highway 61, it is a logical extension of an existing urban area. Additionally, the Future Development Map supports a mix of land uses along this portion of Highway 61.

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

The subject property is currently provided with community facilities such as water, roads, and solid waste, however, the existing sewer line and regional network are inadequate to support the proposed development. Bay Springs Creek runs through the parcels, from north to south. An existing sewer line is located in the creek, but significant modifications for the downstream collection system is necessary. Significant upgrades will have to be made by the applicant and City of Villa Rica, which include the collection lines, lift stations, and force mains. The future infrastructure needs of the development will be assessed and addressed should the project moves forward.

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

The site plan indicates ingress and egress will occur from two driveways into and out of the site. The applicant previously submitted a traffic impact study with the original concept plan application in December 2018, indicating potential traffic flows and recommends several upgrades to Highway 61 to accommodate traffic. The report recommends for one traffic drive to be signalized at the cross intersection with Highway 61, whereas the other driveway is recommended to have a right turn only from the site, an acceleration and deceleration lanes on Highway 61 and a left-hand turn lane on Highway 61 NB. The existing signalized intersections on Highway 61 are not proposed to drop in queue grade from their existing capacity.

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

Based on the City's and County's available maps, there are wetlands that run through the southern portion of the property; however, the concept plan indicates that no development activity will occur in those areas. Should the zoning be approved, Staff will review all site plans for compliance with local and state guidelines for water bodies.

Concept Plan Criteria:

A. Consistency – The development design is consistent with the purposes of the Planned Development (Section 2.03.C.1) and Comprehensive Plan goals and policies

The Planned Development provides design flexibility not available through strict interpretation of the standards established in the Unified Development Code. The project demonstrates some consistency with the Comprehensive Plan goals and policies, in particular, with future development along the Highway 61 corridor and mixed use objectives. However, at the Concept Plan phase of the application, it is unclear if the development meets the criteria outlined below.

B. Design – The development is designed and phased to make efficient use of existing infrastructure, have lower traffic volumes or contribute to better mobility than would conventional development, provide more usable public or private open space or other recreational amenities than conventional development, and provide needed housing choices

More efficient infrastructure – It is unclear if the development provides more efficient infrastructure. The concept plan does not provide the level of detail necessary to draw conclusions regarding efficiency. The compact nature of the proposed pocket community should facilitate a decreased burden on traffic throughout the inside of the proposed neighborhood. However, significant upgrades to the existing sewer line and Highway 61 will have to be installed to accommodate the increased demand on the existing infrastructure.

Reduced traffic demands – Based on the traffic impact study submitted by the applicant, the proposed development will generate 10,890 daily trips (based on 161 single family homes and 328-348 multi-family units in the previous submittal). Therefore, it is most likely that the project will increase traffic demands.

More usable public or private open space – The topography in the project area is very severe, with varying elevations that can be steep in certain areas. The applicant describes a 16-acre conservation easement that will be accessible via walking trails, but this area is not a part of the overall development, and should not be considered with the application. Additionally, some open space and easements will have to be provided around the Bay Springs Creek area. The Gold Nugget Trail has a proposed route along the Creek, as well.

Recreational amenities – The applicant describes a number of recreational amenities that will be available to residents of the Avenmore community. These include an observation tower, picnic area, swimming pool, water feature, extensive walking trails, volley ball court, and public amphitheater. Additionally, the Williams-Mitchell Farm is located on site, which is on the National Historic Register of Places. The applicant proposes to restore the farm, as well as install Camp Lucretia historic monuments. Camp Lucretia began in 1936 as a part of the Civilian Conservation Corps (CCC) during the Great Depression.

Housing Choices – The applicant is proposing 222+/- single family homes and 303+/- multi-family units. The single-family residences will range in size from 800 to 2,800 square feet. It appears the residential portion of the life plan community is intended strictly for seniors, and

not intended for all populations. Additionally, the housing design is very atypical, in regards to size, of residential developments currently found in the city and surrounding areas. The Unified Development Code sets minimum floor areas for Type I single family residential at 1,500 square feet, and Type II at 1,230 square feet. The Type II single family designation is prescribed more for townhouse-type developments. Typically, an applicant must submit a preliminary plat for the single family residential portion of the development to delineate the parcels. The applicant was unable to provide a preliminary plat at this phase of application.

Table 5-3 Single-Family Dwelling Appearance Standards

	TYPE I	TYPE II
Minimum roof pitch	6/12	6/12
Minimum number of roof planes per unit	6	4
Minimum floor area	1,500 sq. ft.	1,230 sq. ft.
Minimum net percentage of rock or brick, (see Sec 5.21.B.2)	25%	25%
Allowable unit types are established in Article 3 zoning district design standards		

C. Benefits – The development will provide long-term benefits to the neighborhood in which it is located and the community as a whole.

The development proposes to preserve two historically significant areas (the Williams-Mitchell Farm and Camp Lucretia), provide walking trails, as well as, connect with the recently adopted Gold Nugget Trail, and provide a mix of uses. As proposed, it appears that the Concept Plan will provide a number of benefits to the community.

D. Standards – The development complies with the zoning district standards in Article 3 of this Code

It is unclear if the development complies with all the zoning district standards in Article 3. Neither the commercial, residential, or institutional areas have been appropriately delineated to make this determination. However, the Planned Development process allows some flexibility as it applies to the standards set forth by Article 3 of the Unified Development Code.

Major Subdivision:

A. Consistency of the proposed project with the goals and objectives of the Comprehensive Plan;

The 2018-2038 Comprehensive Plan Update designates the future development of this area as “Suburban Village” and “Commercial Corridor”, as the properties have frontage along Highway 61. Primary future land uses in “Suburban Village” include single-family and multi-family dwellings, senior/assisted living facilities, conservation subdivisions, clustered neighborhood commercial/small-scale mixed use, and areas of civic benefit. The “Commercial Corridor” future development character area encourages a mix of uses, so as to avoid strip, commercial development.

B. The consistency of the proposed subdivision with applicable zoning of the property

The applicable Planned Development zoning designation allows some flexibility in regards to the layout and densities of the subdivision. The submitted application proposes four general residential districts envisioned throughout the property, each one located at the four

primary property corners. The Pocket Community Design concept describes a cottage community that includes eight (8) cottages on a 2/3-acre plot. The home sizes in the cottage community would range from 800 to 2,800 square feet. The average lot size at eight (8) cottages per 2/3-acre plot would be approximately 3,630 square feet. Below is a table describing the low to high housing densities prescribed in the 2018-2038 Comprehensive Plan Update, in relation to the Avenmore project.

	DENSITY	AVERAGE LOT SIZE
LOW	1 to 2 units per acre	21,780 to 43,560 sq. ft.
MODERATE	4 to 8 units per acre	10,890 to 5,445 sq. ft
HIGH	8+ units per acre	Less than 5,445 sq. ft
AVEMORE	Approx. 12 units per acre	Less than 3,630 sq. ft.

C. The consistency of proposed public improvements with the existing and planned development within and surrounding the proposed subdivision

The applicant's proposed public improvements include upgrades to the transportation network along Highway 61, as well as utility/infrastructure services. Improvements to Highway 61 will have to be consistent with standards established by the Georgia Department of Transportation. The traffic study submitted with the application details some of these proposed improvements. Significant upgrades will be required for the existing sewer line that runs along Bay Springs Creek, due to the intensity of the project. Additionally, the applicant proposes extensive walking trails throughout the community. The City of Villa Rica recently adopted Gold Nugget Trail, a portion of which will be located along Bay Springs Creek. The applicant proposes to connect the walking trails to the adopted Trail plan.

D. The suitability of the proposed project for the site

The project appears to be suitable for the site, as it shows consistency with Comprehensive Plan. The project area has a future development designation of "Suburban Village". The Suburban Village is characterized by a mix of uses, including commercial and residential.

E. The availability and adequacy of required public and community facilities, utilities and services to serve the proposed project. These may include, but are not limited to, sanitary and storm sewers, water, electrical services, police and fire protection, schools, parks and recreation facilities, roads, and others, as applicable;

The subject property is currently provided with community facilities such as water, roads, and solid waste, however, sewer facilities are severely inadequate to handle the proposed development. Bay Springs Creek runs through the parcels, from north to south. An existing sewer line is located in the creek. This sewer line will require significant upgrades by the applicant to support the proposed uses.

F. The extent to which the proposed project would adversely affect the capacity or safety of that portion of the street network influenced by the use

The traffic study submitted by the applicant during the first concept plan approval process anticipated 10,890 daily trips generated by the completed development. This was based on 161+/- single family homes, 328-348 multi-family units, a 35-acre life plan community, and 24 acres of commercial uses. Based on the existing and proposed conditions, the traffic study makes a number of recommendations, including the following:

- The Avenmore community should have two points of access at Highway 61.

- Driveways should be spaced at least 400 feet apart.
- The intersection of Highway 61 and driveway #1 should operate as a signalized intersection.

Based on the anticipated daily trips and the recommendations of the traffic study, this project will adversely affect the capacity and safety of the existing street network as constructed today without the improvements listed above.

G. The environmental impacts that the proposed project will generate

Should the zoning be approved, Staff will review all site plans for compliance with local and state guidelines for any environmentally-sensitive areas.

Staff Comments:

The applicant is requesting a rezoning of the subject property from Rural Development (RD) to Planned Development (PD). The submitted Planned Development Concept Plan proposes a mixed use, life plan community over a 220.38-acre site. Based on the previous submittals, the life plan community component will consist of 100 independent living participants, 60 assisted living participants, and 30 memory care participants, along with a proposed second phase of the community would provide space for 100 skilled nursing care patients. There are considerable amenities described in the application, including walking trails, amphitheater, community transportation system, pool, and gym. The commercial district of the development proposes a grocery store, restaurants, office space, and medical offices. The residential district proposes 222+/- single family homes, and 303+/- multi-family units throughout the community. Housing sizes within the single-family district will range from 800 square feet to over 2,800 square feet.

Staff was unable to make determination on a number of factors based on the application provided. In particular, the following was not included in the application:

1. Location of existing and proposed sanitary sewers (not provided due to presumed cost of utility plan)
2. Proposed size and location of all buildings and all off-street parking areas (not provided because architectural plans not completed)
3. Development of more than ten acres shall indicate whether portions of the total land area will be phased (phasing cannot be determined until after the utility plan is completed and until after the entire property design is completed)
4. If subdivision of land is required, the applicant shall submit a preliminary plat prepared in accordance with all application requirements (not provided)

In addition, the following information should be clarified by the applicant as there have been considerable changes from the previous submittals to the current concept plan:

1. The number of acres within the development specified on page 6 of the master plan document (213.7 acres) is different than the number on the application and on the Carroll County Tax Assessor's website (220.38 acres). Clarification is needed.
2. The first approved concept plan indicated a petting zoo as a recreational amenity. This is not included as an option in the new master plan document. The applicant should clarify all recreational amenities to be offered.
3. The number of townhomes and condos on page 14 of the master plan document is different than on page 7 of the document. The applicant should clarify the total number of apartments, condos and townhouses.
4. The number of units for the life plan community should be noted in the master plan document. The previous submittal had 100 independent living participants, 60 assisted

living participants, and 30 memory care participants, along with a proposed second phase consisting of 100 skilled nursing care patients. The applicant must clarify how many units in addition to the 303 multi-family and 222 single-family homes are to be produced.

5. The previous concept plan was approved as a 55+ community through City Council-imposed conditions. The current plan does not indicate that the entire community will be 55+ only.
6. The applicant indicated to the Planning Commission on August 3rd, 2019 the potential to relocate the city's water tower on adjacent parcel number V07 014 0410 should the lot be included within the development at a later date, but has not indicated where the tower would be relocated to and what that lot would potentially be used for.
7. The applicant should clarify if an increase or decrease in the amount of square footage of retail space has occurred between the first concept plan and the current concept plan.

As a result, Staff is unable to comment on these elements of the Concept Plan, as this information was not made available.

This project underwent the process for Developments of Regional Impact (DRI) with the Georgia Department of Community Affairs via Three Rivers Regional Commission during the previous concept plan approval phase. The application was submitted on September 26, 2018 and the DRI was completed on October 26, 2018. In addition, the applicant has submitted other documents to supplement the concept plan, including a market analysis and feasibility study, traffic impact study, and wetlands summary. This information may need updating provided that the number of single-family homes, multi-family units, square footage of retail and potentially the number of life plan community units have fluctuated.

The Planned Development (PD) process has two components; one for the Concept Plan and the other for the Final Development Plan.

The application is currently in the Concept Plan phase. The Concept Plan will have to be approved by the Planning Commission and then the City Council. A PD Concept Plan constitutes a major step in the review process and provides general information about the land uses, development patterns, intensities, and street patterns in the proposed Planned Development.

The second step is the Final Development Plan phase. The Final Plan is approved in conjunction with the rezoning, proposed development phasing and final subdivision plat. The Final Development Plan, together with the development schedule and Final Plat, shall act as the blueprint for development of a Planned Development project over the length of time the project is developed. The Final Development Plan and Final Plat refine the information submitted during the Concept Plan stage. This is a separate application process that has to be approved by the City Council. The Final Development Plan will be reviewed for substantial conformance with the Concept Plan, as well as the review criteria for rezoning and major subdivision. In order to be within substantial conformance of the Concept Plan, the final plan application cannot:

1. Increase the proposed gross residential density or intensity of use;
2. Increase the proposed ratio of residential units to non-residential square footage;
3. Involve a reduction of the area set aside for common space or the substantial relocation of such area;
4. Substantially increase the floor area proposed for non-residential use; or
5. Substantially increase the total ground areas covered by buildings or involve a substantial change in the height of buildings.

Staff also reviewed the previous set of approved conditions as well as the previous Staff Report from the December 2018 approval and no longer recommends the entire development to be restricted to ages 55 and up, nor recommends the list of permitted and conditional uses from the previous approval. This development is niche in nature and the pool of interested purchasers/renters in the development may be too small to ensure a successful development through the phasing. The life plan community is the only section that is recommended to be 55 and up at this time. All residential/nonresidential land uses that are allowed in the proposed zoning ordinance is recommended to be permitted within the development unless otherwise omitted. All uses are subject to the discretion and approval of the City Council. Once uses are approved by the Council, they are granted by right. All land uses proposed in a Planned Unit Development must be compatible with the intent of the Comprehensive Plan and the characteristics of surrounding land uses and zoning districts.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

To be submitted and approved within six (6) months of Planned Development Concept Plan approval:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c. Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.
6. The applicant/developer must follow all zoning tabulations and design-based representations as presented in the accompanying document titled "Avenmore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on August 15, 2019; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

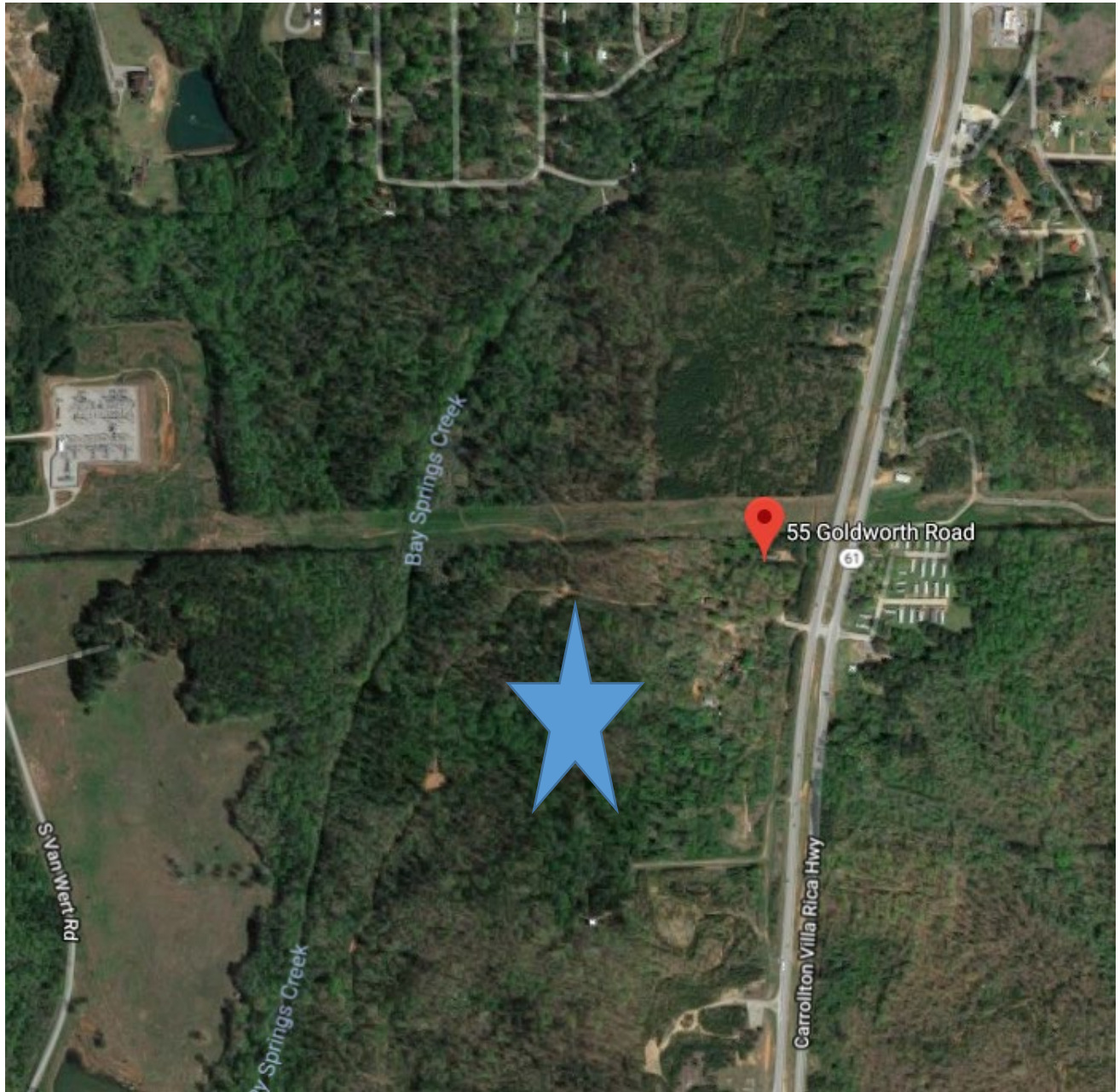
In response to the public notifications, five residents within the surrounding neighborhoods have contacted the City at the time of this staff report. Of which, two were in favor and three were against the development. Only one resident lived within the city limits of Villa Rica and was in favor of the development.

Office of Community Development

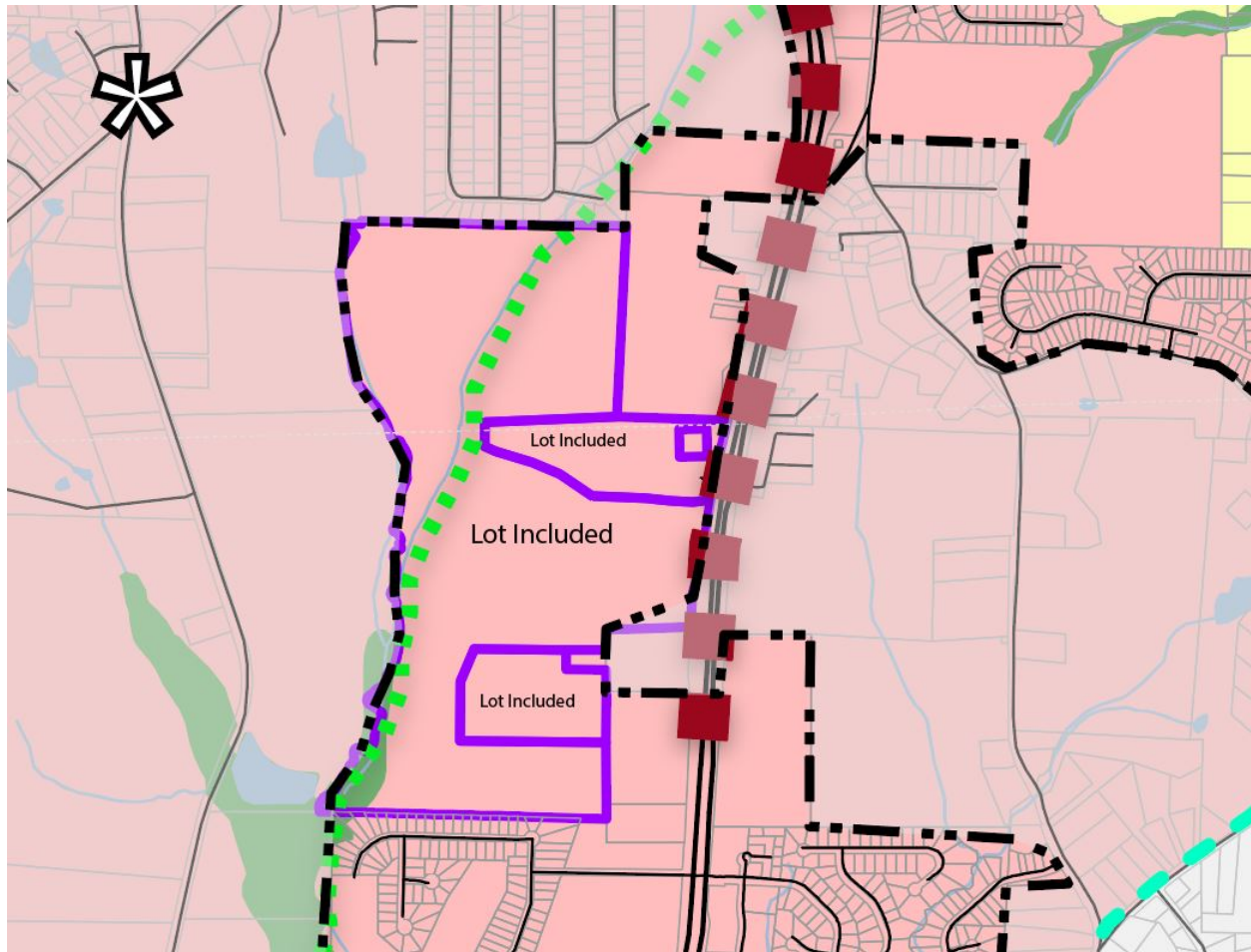
Attachments:

1. Application
2. Campaign Disclosure Statement
3. Letter of Intent
4. Property Owner Authorization
5. Warranty Deed
6. Property Plat
7. Location Map
8. Site Photos
9. Future Land Use Amendment Report

Aerial View



Future Development Map



CHARACTER AREAS

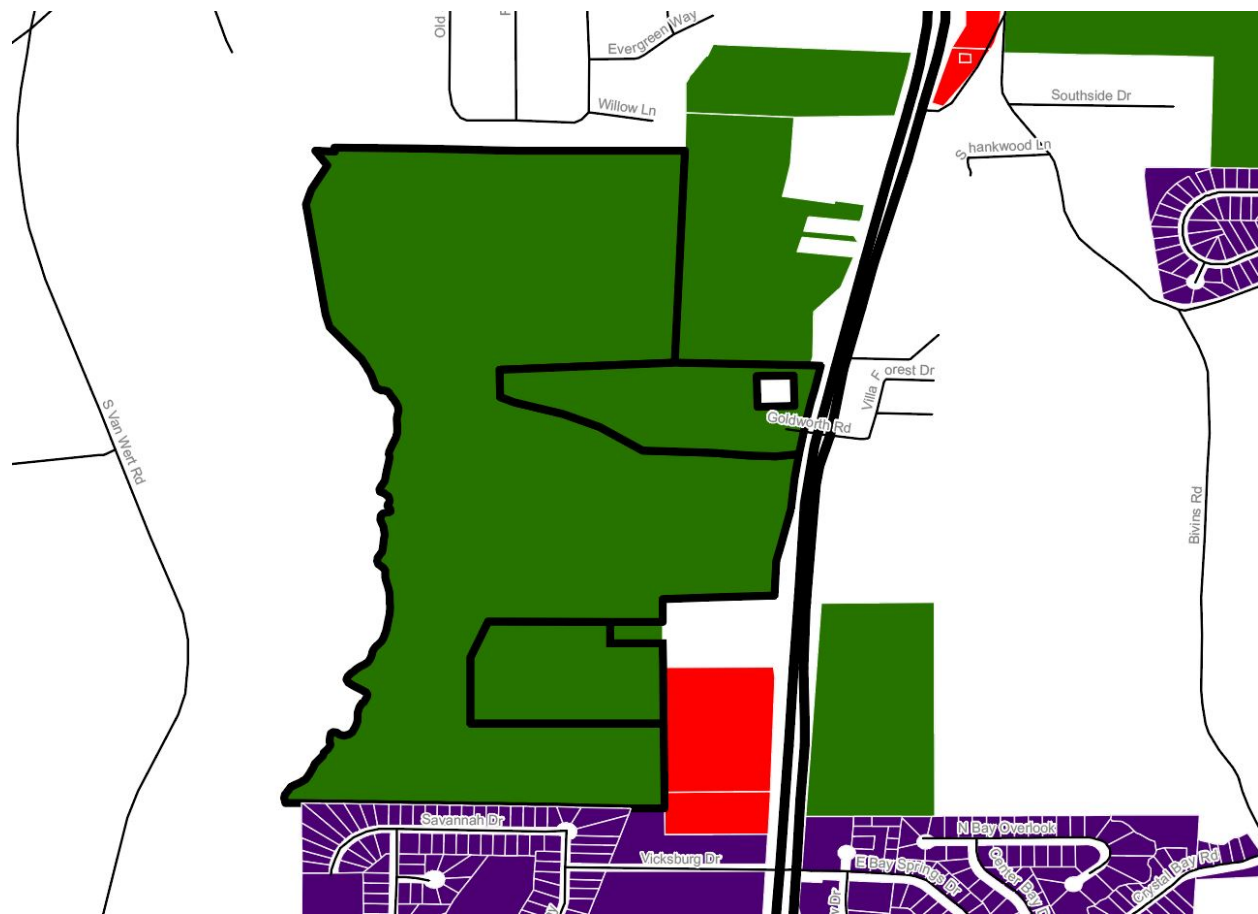
- CONSERVATION / OPEN SPACE
- TRADITIONAL NEIGHBORHOOD
- SUBURBAN NEIGHBORHOOD
- URBAN VILLAGE
- SUBURBAN VILLAGE
- COMMUNITY CROSSROADS
- I-20 GATEWAY
- COMMERCIAL CORRIDOR

ACTIVITY CENTERS

- DOWNTOWN
- INDUSTRIAL
- COMMERCIAL
- MEDICAL
- PROPOSED GREENWAY TRAIL
- PROPOSED ROAD PROJECTS
- URBAN GROWTH AREA
- CITY BOUNDARY



Zoning Map



+++++ Railroad	DO-SFR: Single-Family Residential
— Primary Road	GC: General Commercial
— Secondary Road	GI: General Industrial
— Local Neighborhood Road	LI: Limited Industrial
— Ramp	NC: Neighborhood Commercial
DO = Downtown Overlay District	OI: Office and Institutional
DO-CBD: Central Business District	PD: Planned Development
DO-CMU: Commercial Mixed-Use	R14: Multi-Family Residential
DO-COM: Commercial	R20: Single-Family Residential
DO-MFR: Multi-Family Residential	RD: Rural Development
	RT: Residential Townhome

This map is intended for only the Mayor and City Council of Villa Rica use. The City of Villa Rica does not assume any responsibility for the use of this product by any other party. The official version of this map resides within the Planning & Zoning Department of Villa Rica, and is the only official copy. Only a copy signed by the Planning & Zoning Manager reflects official data as of the date signed. This information is only a representation of the current information, and all information should be verified by the Planning & Zoning Manager. The City of Villa Rica does not assume responsibility for the use of the data on this map.

Neighborhood Center

Building Type Summary

Building Type:

- Civic / Religious
- One Story - Retail
- Two Story - Retail First Floor
Office Second floor
- Two Story - Retail First Floor
Office Second Floor
- Three Story - Restaurant First Floor
Office Second and Third Floor
- Two Story - Office
- Two Story - Office / Retail
- Independent Living Retail
- Independent Living
- Assisted Living
- Memory Care
- Wellness / YMCA
- Condominium
- Townhouse
- Townhouse / Cottage Lot
- Historical Building

Neighborhood Center Data

Square Footage:

Retail - 44,400 sf
Dedicated Restaurant - 12,150 sf
Office - 88,700 sf
Total - 145,550 sf

Townhouse - 19 Units
Condominium - 60 Units

Parking:

Retail / Office / Restaurant:
455 Spaces 3 per Thousand
IL / AL / Wellness:
314 Spaces
Townhouse:
2 Spaces per unit on lot
30 Spaces guest parking
Condominium:
1.5 Spaces per unit on lot
Overflow Parking:
240 Spaces



JEFF REESE, MAYOR
CITY COUNCIL:
SHIRLEY MARCHMAN, MAYOR
PRO TEM
LESLIE MCPHERSON
DANNY CARTER
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

September 11, 2019

THE CITY OF VILLA RICA LETTER OF DECISION Case No.: RA-06-18

On September 10, 2019, the Mayor and Council of the City of Villa Rica approved with conditions the Planned Development Final Concept Plan for RA-06-18 at 55 and 63 Goldworth Road, Villa Rica, GA 30180, Parcel Nos: V07 0140004, V07 0140003 and V07 0140151, in Land Lot 99 of the 6th District in Carroll County, currently zoned Rural Development (RD).

The Conditions are as follows:

To be submitted and approved within one (1) year of Planned Development Concept Plan approval:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c. Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.
6. The applicant/developer must follow all zoning tabulations and design-based representations as presented in the accompanying document titled "Avemore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site.

Sincerely,


Bobby C. Elliott, P.E.
Community Development Director

	Project Name	Start	Finish
1	Coordinate National Register property use with consultants	2/18/2020	2/18/2020
2	Coordinate Water, Sewer, Electric with Villa Rica City	2/26/2020	2/26/2020
3	Project Meetings and Coordination (hourly)	2/26/2020	3/3/2021
4	ALTA Boundary and Topo	2/27/2020	4/29/2020
5	Schematic Design for Entire PUD	2/27/2020	5/6/2020
6	Jurisdictional Water Survey	3/5/2020	4/1/2020
7	Start Hotel Feasibility Study with HVS	3/9/2020	4/9/2020
8	Pocket Neighborhood Modifications	3/1/2020	3/15/2020
9	Phase One SF Schematic Design - 8 houses	3/15/2020	3/31/2020
10	Prorated Permitting for Phase One of PUD	3/16/2020	3/26/2020
11	Design 10 single family houses (1,600 sf, 1,800 sf, 2,200 sf) Adams	3/16/2020	4/15/2020
12	LPC Start Site/Utility Design and Time Line	3/16/2020	
13	Coordinate Sewer and Pump Station Design with Villa Rica City Team	3/16/2020	
14	Coordinate TAD design/issues with Villa Rica City Team	3/16/2020	
15	Develop Down Payment Agreement with Tolbert for Land	4/1/2020	
16	Phase One SF 50% Pricing - 8 houses	4/1/2020	5/31/2020
17	Phase One TH Buildings 1 & 2 Schematic Design 10 units	4/15/2020	5/1/2020
18	Schematic Design 10 Town House Units 1 & 2	4/15/2020	5/1/2020
19	Submit 10 single family houses to Adams for Cost Estimates	4/16/2020	5/1/2020
20	50% pricing check 10 Town House Units 1 & 2	5/1/2020	5/31/2020
21	Schematic Design L Shaped Multi-family Building	5/1/2020	6/1/2020
22	Design Civil Plan for Phase One	5/7/2020	8/5/2020
23	Design Development Plan for Entire PUD	5/7/2020	8/5/2020
24	Develop Down Payment Agreement with Matthews for Property	6/1/2020	
25	MF L Design Develop	6/1/2020	7/15/2020
26	Construction Set 10 Town House Units 1 & 2	6/30/2020	7/15/2020
27	Schematic Design 10 Town House Units 3 & 4	6/30/2020	7/31/2020
28	50% Pricing Check 10 Town House Units 3 & 4	7/31/2020	8/31/2020
29	MF L Const Set	8/1/2020	10/1/2020
30	Georgia DOT R/W Improvements, inc. Signal Design	8/6/2020	9/16/2020
31	Construction Documents for Phases 1 and 2 of PUD	8/6/2020	9/30/2020
32	Construction Set 10 Town House Units 3 & 4	9/1/2020	10/15/2020
33	Prorated Permitting for Phase 2 of PUD	9/17/2020	12/9/2020
34	Design Rectangular Shaped Multi-Family Building	9/15/2020	10/1/2020
35	Preliminary Platting Service - entire PUD (Sub at cost)	10/1/2020	11/11/2020
36	Construction Documents for Future Sections of PUD: Phase 3 and 4.	12/10/2020	3/3/2021

Design C Shaped Multi-Family Building

Final Platting Services for Phase 1 and 2 (Sub at cost)

Construction Administration

Design civil plan for Phase two



Avenmore Master Plan

A Neighborhood Plan and Architecture Guide

Prepared for
Winchester Real Estate Investment Company, LLC

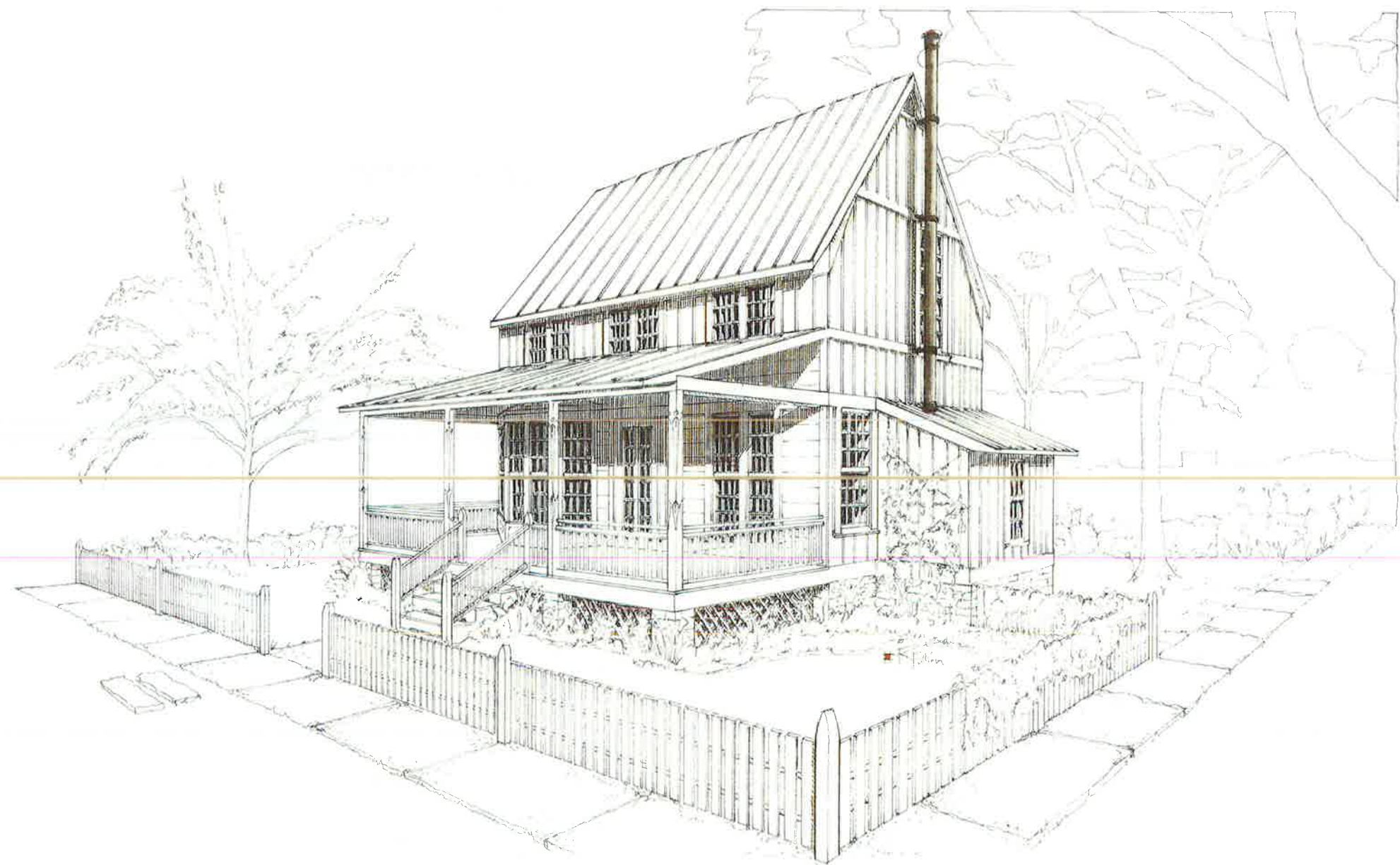
Prepared by
Rhinehart Pulliam & Company
Edwin A. Rhinehart, AIA
Robert H. Pulliam

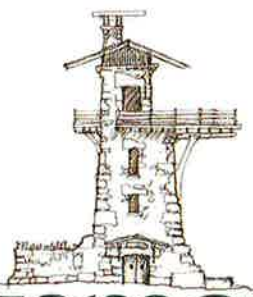
7.18.2019

Design Team
Rhinehart Pulliam & Company
Master Plan, Retail, and Residential

THW Design
Life Plan Community

Georgia & West
Civil Engineering





Avemore Master Plan

Contents

Introduction	4
Neighborhood Planning Criteria	6
Illustrated Master Plan	8
Urban Structure	10
Regulating Plan	11
Lot Type Plan	12
Lot Size Plan	13
Neighborhood Center	14
Thoroughfare Types	15
Street Sections	16
Topography	18
Regulating Code	20
Architecture	24
Survey of Styles	26
Best Practices	34
Architectural Criteria	36
Submission Requirements	40
Builder Responsibilities	42
Notes	44



Avenmore

The Neighborhood Plan for Avenmore is unique for many reasons. Its most obvious quality centers around its strong community-based design that is intended to serve and appeal to people at all life stages—from single adults to young families to down-sizing seniors and to residents in the Life Plan Community. This quality is strengthened by its focus on integrating different housing types throughout the development, whether they be in pocket neighborhoods, around pedestrian courts, or on the tree-lined streets.

Pocket Neighborhoods

Recent professional practice in the realm of fostering active and dynamic communities suggests that smaller “next-door neighborhoods” with fewer than a handful of residences have greater cohesion than larger communities with hundreds of houses. The notion of “my street” and “my block” has a strong pull on the people who live in quality places. The urban design of Avenmore seeks to reinforce the idea of a collection of smaller neighborhoods by designing the town as a collection of pocket neighborhoods. Each of these neighborhoods serves two purposes: each seeks to create a clearly defined common space intended to foster community with the handful of houses that directly relate to it, and each neighborhood also aids its adjacent neighborhoods in providing urban structure to the entire collection of residential pockets. At Avenmore, a variety of pocket neighborhoods and common spaces are woven into the fabric of the development and are linked by thoroughfares or walkways.

Each pocket neighborhood has a different personality that caters to different tastes of potential homeowners. Some are smaller, more enclosed, and centered on common greens or yards, while

others are organized along pedestrian-friendly streets, intent on recalling the small town streets of yesteryear.

Pedestrian-Friendly Design

Even though Avenmore is a fairly large development that responds to the land's topography, it is still a walkable town. The qualities of pedestrian-focused neighborhood design are well studied. At Avenmore, these qualities are carefully cultured and amplified to the greatest extent possible. Sidewalks, pathways, and trails provide residents the opportunity to traverse the entire development on foot, from the neighborhoods to the Town Center or the protected forests. Even Villa Rica's planned Gold Nugget Trail sweeps through Avenmore along the property's creeks connecting the neighborhood to the greater community.

In scale, the entire town is designed around the human, not the automobile. Streets are narrow with sidewalks wide enough for a pair of people to walk abreast. The sidewalks are insulated from traffic by landscape strips with street trees and, in many cases, on-street parking. Crosswalks at intersections are designed to reduce the distance a pedestrian must walk to cross a street. The Avenmore crosswalk is in contrast to conventional neighborhood intersections that feature large radii in order to facilitate rapidly moving cars at the expense of pedestrians.

In many cases the plan has dispensed with the automobile street altogether. By creating pocket neighborhoods fronted by common greens or parks, the various neighborhoods can be scaled to humans. Walkways, garden walls, fences, and shared open spaces all function to serve humans at comfortable walking speeds, not large cars at dangerous driving speeds.



*Looking West through a shared
space neighborhood*



Neighborhood Planning Criteria

Overview

The Avemore Development Team intends to abide by all city ordinances, building codes, and development standards unless this document specifies otherwise. For submissions that do not adhere to city requirements, the developer will apply for the city's approval in accordance with its plan review process.

The Master Plan included in this document is conceptual; the locations of proposed structures, both primary and secondary, rights-of-way, parking, and other components may be modified and moved as needed.

Avemore consists of 213.7 acres of land located off of Highway 61 in Villa Rica and is a mixed-use development with retail space, office space, restaurants, hotels, live-work housing, condominiums, townhouses, and single-family homes. The Master Plan will include a community center, a chapel, parks, green spaces, ponds, walking trails, boardwalks, and wooded areas. Wherever possible, existing trees shall be protected and incorporated in the development plans. The area closest to Highway 61 is designed with more density and is intended to be more retail-centric.

At least four distinct entry points will provide separate routes for ingress and egress, the main one being from two locations off of Highway 61, and the second and third access points planned near the North and South boundaries of the property.

The Avemore Development Team will establish a Design Review Board to ensure adherence to the Architectural Code. All applications for building and site improvement must meet the standards set by the Design Review Board as established in the Architectural Code. If building and site improvement submissions are approved by the Design Review Board, they may then be submitted to the City of Villa Rica for permit. Architectural styles will be in accordance with the styles defined in this Master Plan and will be interpreted by the Avemore Design Review Board.

The development is designed with the following densities:

- Commercial / Office / Retail: 154,750 square feet
- Townhouses: 62 units
- Live-Work Townhouse Residences: 8 units
- Condominium / Apartments Residences: 233 units
- Single-Family Residences: 222 units
- Parking garages: in commercial areas as appropriate

Retail Diversity

A variety of commercial and retail uses contributes to a vibrant neighborhood. In order to support people living in houses and in the Life Plan Community, a diverse retail market is essential, including grocery stores, cafés, dry cleaners, bookstores, athletic centers, and restaurants. All of these businesses are accessible to residential streets, sidewalks, parks, and other pedestrian rights-of-way throughout Avemore so that residents can simply walk to their neighborhood stores, generating savings in time and money in addition to the environmental and health benefits. The walkability also contributes to a greater potential for job opportunities for local residents where people who know one another do business together.

Open Spaces

Open spaces add character to a community and create opportunities for neighbors to meet formally or informally. They create a sense of place and strengthen the community by promoting active use of areas within the development. Open spaces in Avemore such as parks, greenways, ponds, and green spaces are within walking distance of trails, sidewalks, bike paths, and rights-of-way. Paths will be designed to protect open spaces that are wetland or environmentally sensitive areas.

Detached Residential Structures

Detached residential structures on the same lot as the primary structure are permitted in rear or side yards and must adhere to the same restrictions and setbacks as the primary structure.

Setbacks

The Avemore Design Review Board will establish setbacks and build-to lines according to the zoning information set forth in this guide as a part of the design process for each lot. For the purposes of city zoning approval, the following setbacks are observed:

- Buildings adjoining Highway 61: 40' from right-of-way
- North and South boundaries of the property: 40' setback from property line
- Multi-Family use on property line: 100' vegetative buffer / setback from property line
- West boundary of property: 75' setback aligned with stream

Interior Boundaries

- Front: 0'
- Side: 0' with required minimum of separation between structures as defined by the building code
- Rear: 5'

Encroachments

Landscape Encroachments are hardscape elements on the property such as fences, pools, garden walls, etc., that may exist between the property line and the setback. However, they must abide by fire separation requirements and, where applicable, be made of masonry or fire-rated materials.

Building Encroachments into common areas such as fire access routes, other roads, sidewalks, and garden paths must meet minimum height clearances specified by the National Fire Protection Association (NFPA) Fire 1141 Guidelines.

- Building cantilevers: up to 24" encroachment
- Roof overhangs: up to 36" encroachment
- Bay windows / balconies: up to 48" encroachment

Streets

Speed limits throughout Avemore will be set at 15mph. To conform to NFPA fire access guidelines, rights-of-way will meet the following width standards:

- Residential rights-of-way: 50' wide with a 24' back-of-curb to back-of-curb minimum pavement width
- Alleys: 20' back-of-curb to back-of-curb minimum street width with 5' setbacks on each side
- Turn radii for large vehicles are set at 25' with mountable curbs. A radius of 10' will be used for sidewalks at intersections.

Parking

A designated number of parking spaces is allotted for each type of building as indicated below. Parking for all units may be satisfied with other spaces within the Avemore boundaries but offsite from the unit. In addition, shared parking between units contributes to the overall parking count.

- Single-Family houses: 2 cars per unit
- Townhouses: 1 car per unit
- Condos and apartments: 1.5 cars per unit
- Retail: 3 Spaces per 1000 square feet - 455 Spaces provided
- Assisted Living / Independent Living - 314 Spaces provided
- Overflow Parking: 240 spaces provided

Sidewalks

Sidewalks contribute to an environmentally-friendly neighborhood, enable and enhance the walkable experience, mitigate the need for vehicles, and provide pedestrian connectivity and circulation throughout the development. Buffers such as greenery, trees, benches, and streetlights make sidewalks even more inviting.

Sidewalks will be at least 5' wide. In areas with commercial, retail, and attached residential buildings, sidewalks may be made of concrete or other hard-surface paving material. In areas with detached residential buildings, sidewalks may be made of crushed slate, gravel, or pavers, provided they meet ADA design compliance requirements.

The Gold Nugget Trail will be designed to the specifications of the Villa Rica Trail Master Plan. It will cut a diagonal line across Avemore from the southwest corner to the north side. It skirts along the creeks within the property and will connect to multi-use trails and crosswalks throughout the development.

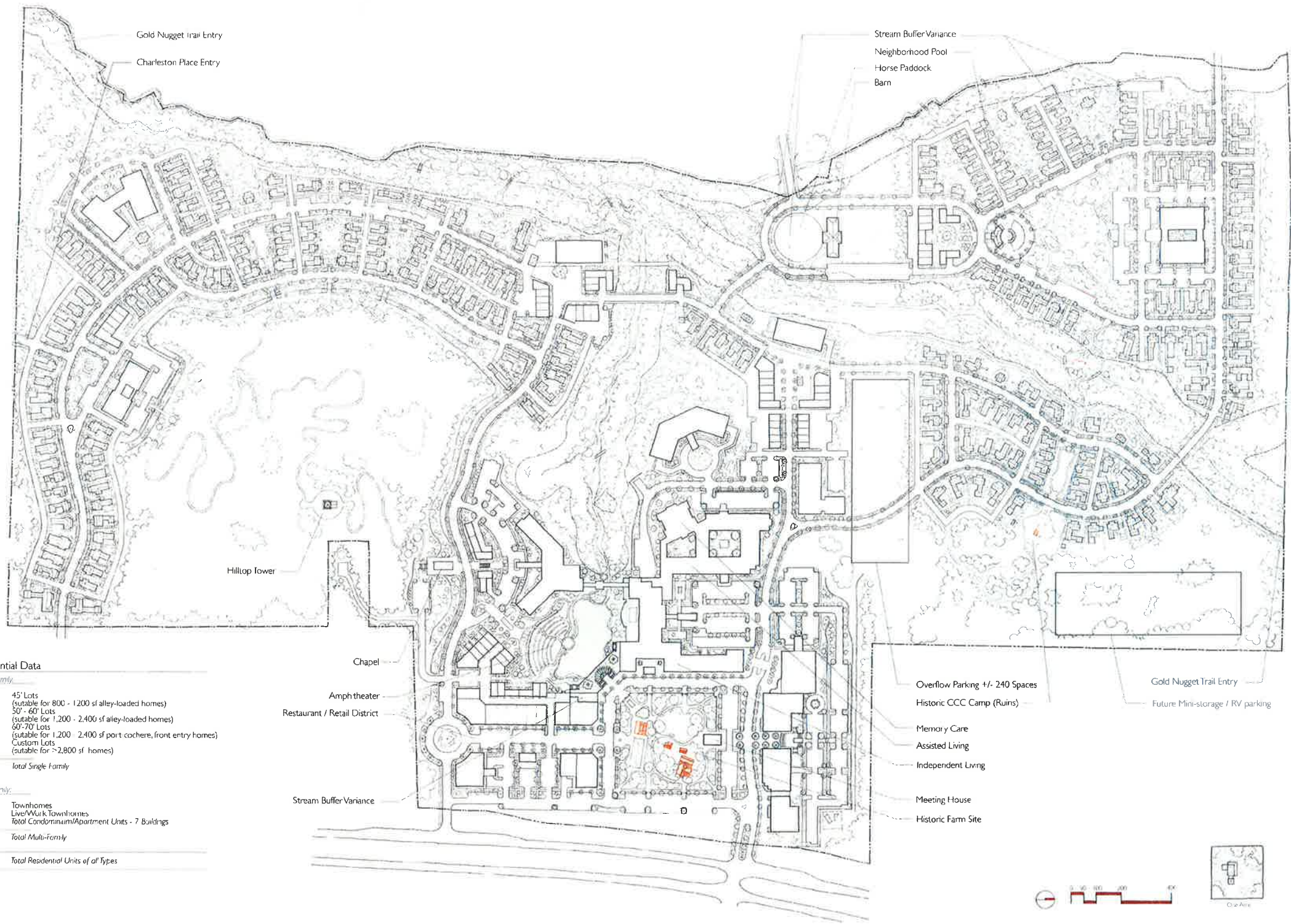
Changes to the Master Plan

This document serves as a conceptual plan. Throughout the development process, the need for changes may arise. Modifications to the Master Plan that constitute a change of less than 20% to the development can be made internally. For any major modifications that constitute a change of more than 20% to this conceptual plan, the Avemore Design Team will seek the approval of the regulating body.

Illustrated Master Plan



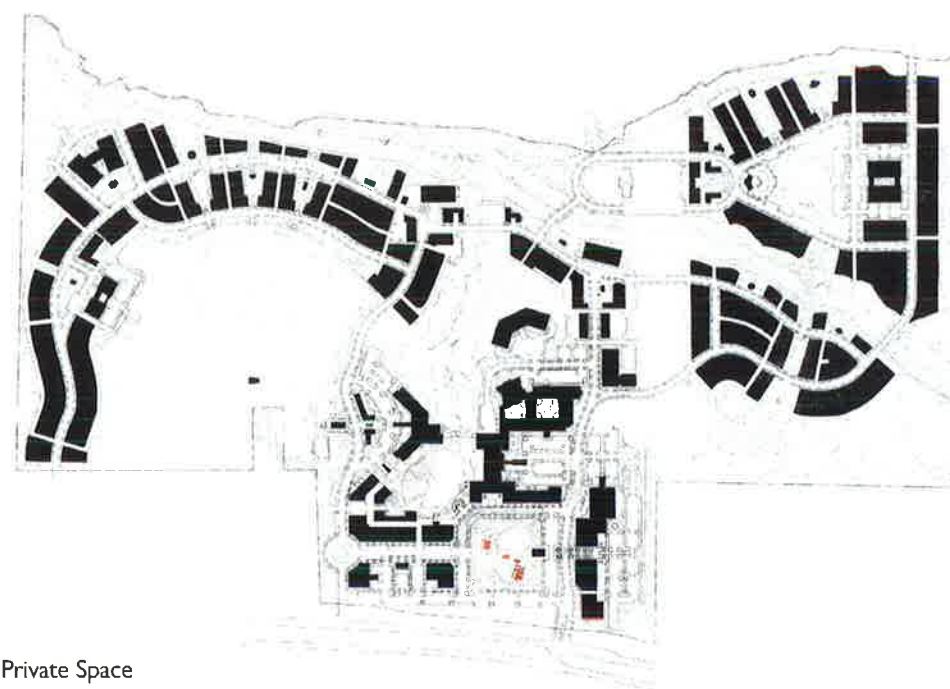
Looking Southwest through the Neighborhood Center



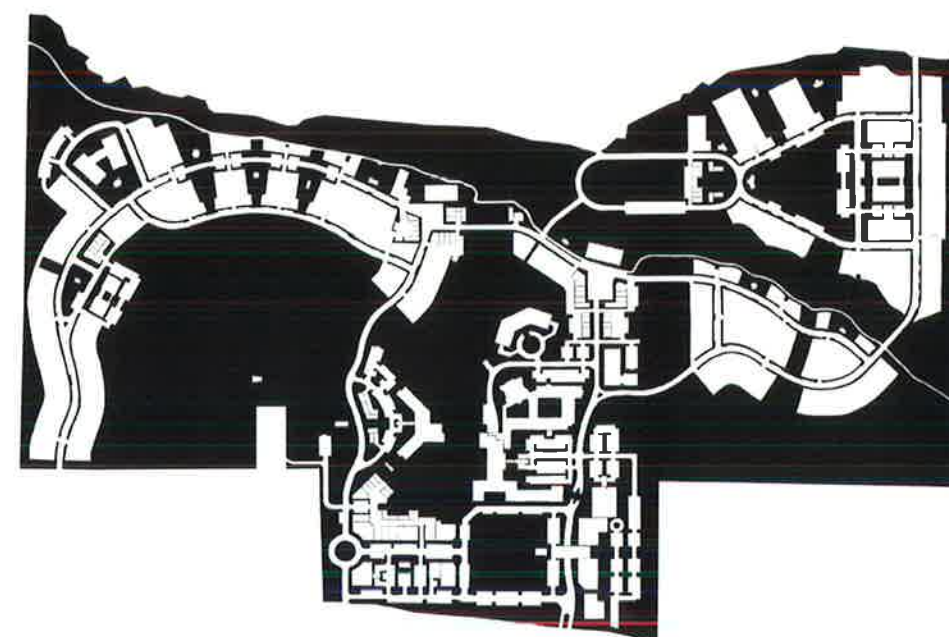
Residential Data

<i>Single-Family:</i>	
60	45' Lots (suitable for 800 - 1,200 sf alley-loaded homes)
119	50' - 60' Lots (suitable for 1,200 - 2,400 sf alley-loaded homes)
27	60'-70' Lots (suitable for 1,200 - 2,400 sf port cochere, front entry homes)
16	Custom Lots (suitable for >2,800 sf homes)
222	Total Single-Family
<i>Multi-Family:</i>	
62	Townhomes
8	Live/Work Townhomes
233	Total Condominium/Apartment Units - 7 Buildings
303	Total Multi-Family
525	Total Residential Units of all Types

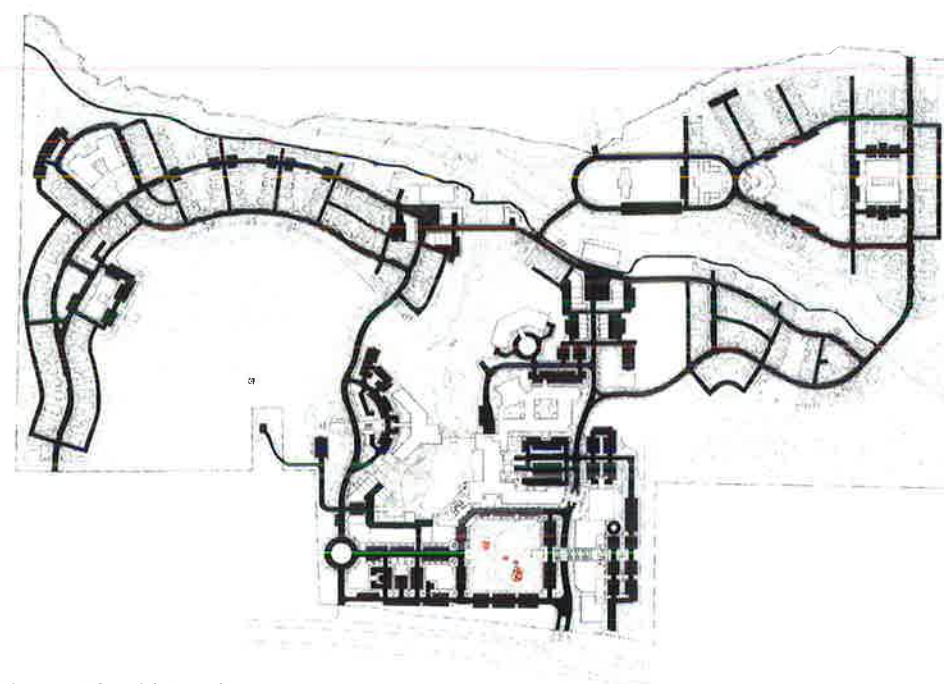
Urban Structure



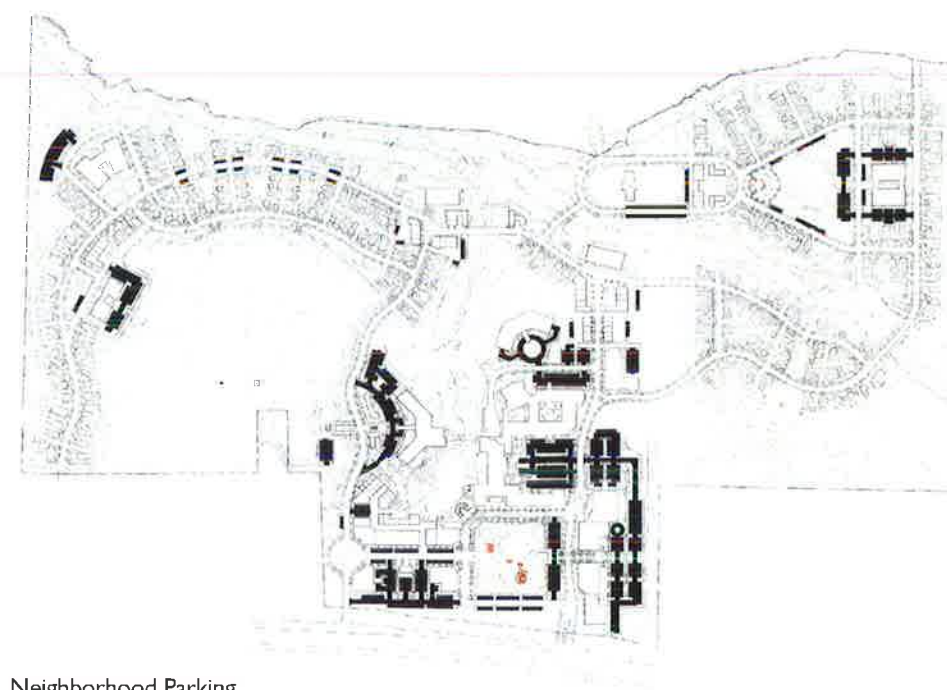
Private Space



Open Public Space



Thoroughfare Network



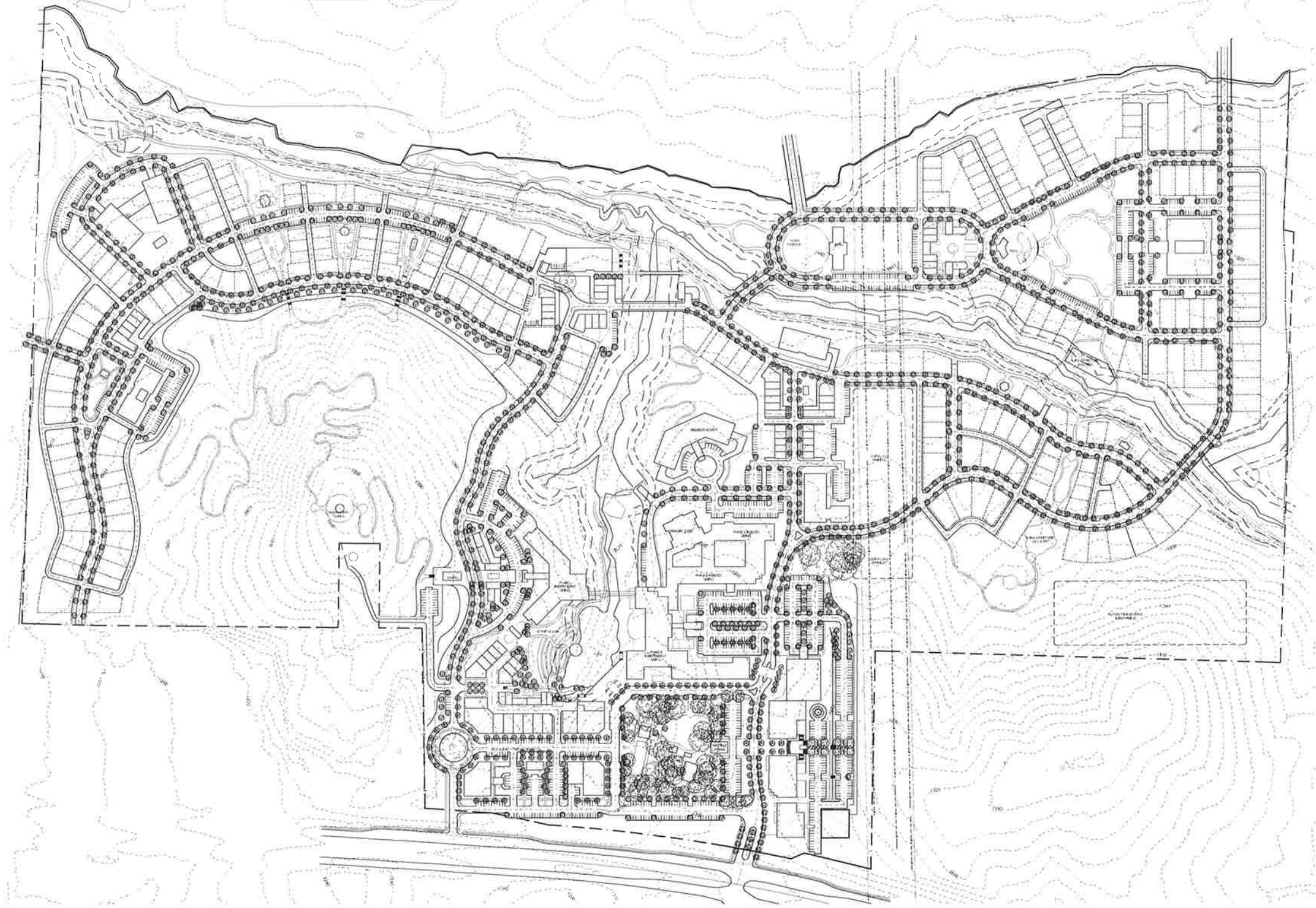
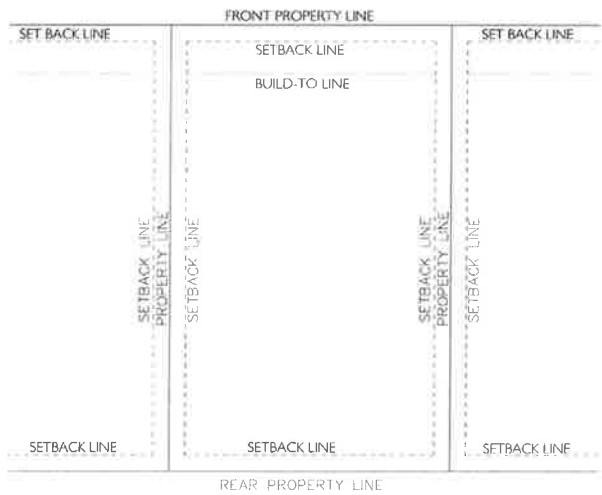
Neighborhood Parking

Regulating Plan

The Regulating Plan represents the aggregate of all of the design components in Avemore. The plan is computer-drawn and is compiled from the various process drawings. It is suitable for developing construction documents for the development, including accurate single-family lot dimensions, building pads, street layouts, and, by extension, infrastructure zones.

Regulating Plan Key and Notes

Note: Setback and Build-to dimensions are dependant on Lot Type. Refer to the Lot Type Plan for lot type descriptions and their locations.



Lot Type Plan

The Lot Type Plan indicates the nature of the various lots that make up the town and the resulting density of the buildings. Generally keyed to lot locations, this diagram serves as an essential guide to the type and possibilities of the various housing structures that can be built on any given lot. This plan is keyed to the Building Type diagrams that follow.

Lot Type Key

Single Family Lots			
Lot Type	Total	%	
Cottage Court	60	11.4%	
House	135	25.7%	
Port Cochere House	27	5.1%	
Total Single Family	222	42.2%	

Multi-family Lots			
Lot Type	Total	%	
Townhouse/Live Work	70	13.4%	
Apartment/Condominium	233	44.4%	
Total Multi-family	303	57.8%	
Total Residential Units**	525		

- Retail
- Life Plan Community
- Civic
- Historic Structures

**Not including Life Plan Community units



Lot Size Plan

This plan indicates the type of lot based on each lot's general width and depth dimensions. It serves as an additional guide to inform the type of housing product that can be built on a particular lot.

Lot Size Key

Single Family Lots			
Lot Size	Total	%	
40' x 65'	60	20.5%	
50'-60' x 80'-120'	119	40.7%	
60'-70' x 80'-120'	27	9.2%	
Non-Conforming	16	5.4%	
Total Single Family	222	75.8%	

Townhouse Lots			
Lot Size	Total	%	
22'-24' x 46'-50'	62	21.4%	
Non-Conforming	8	2.8%	
Total Townhouse	70	24.2%	
Total Fee Simple Lots	292		

- Apartment / Condominium
- Retail
- Life Plan Community
- Civic
- Historic Structures



Neighborhood Center

Building Type Summary

Building Type:

- Civic / Religious
- One Story - Retail
- Two Story - Retail First Floor
Office Second floor
- Two Story - Retail First Floor
Office Second Floor
- Three Story - Restaurant First Floor
Office Second and Third Floor
- Two Story - Office
- Two Story - Office / Retail
- Independent Living Retail
- Independent Living
- Assisted Living
- Memory Care
- Wellness / YMCA
- Condominium
- Townhouse
- Townhouse / Cottage Lot
- Historical Building

Neighborhood Center Data

Square Footage:

Retail - 44,400 sf
Dedicated Restaurant - 12,150 sf
Office - 88,700 sf
Total - 145,550 sf

Townhouse - 19 Units
Condominium - 60 Units

Parking:

Retail / Office / Restaurant:
455 Spaces 3 per Thousand
IL / AL / Wellness:
314 Spaces
Townhouse:
2 Spaces per unit on lot
30 Spaces guest parking
Condominium:
1.5 Spaces per unit on lot
Overflow Parking:
240 Spaces



Thoroughfare Types

The residential sections of Avemore have three basic widths for vehicular thoroughfares. The most common thoroughfare in Avemore is the 50' right-of-way street. This street has a 24' carriageway with clearance for two lanes of traffic and a 7' wide parallel parking strip at intervals along one side. The right-of-way includes 5' sidewalks and 4' planting strips on both sides of the street. Parking is contained within bulb-outs, allowing for a more ordered public appearance with pedestrian-friendly crossings at intersections.

The secondary thoroughfare is a standard alley which provides rear access to most residential lots. This alley is a 20' roadway shouldered by 5' setbacks on both sides so as to service emergency vehicles.

Town Center streets have a 30' carriageway and 15' sidewalks minimum. These streets also provide head-in parking, particularly at store fronts.

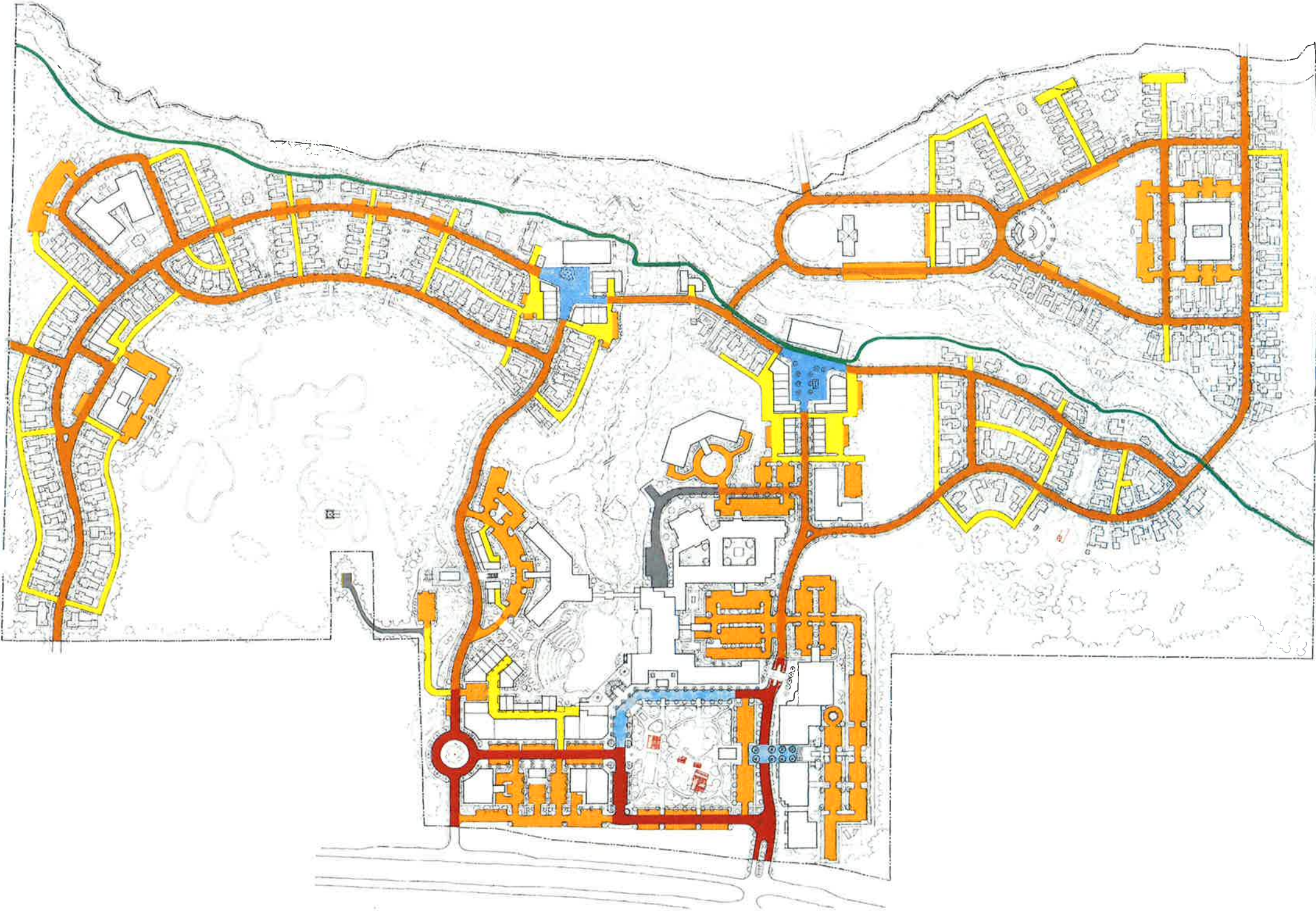
In addition, there are select sections of Avemore that have a *Shared Space* design approach intended to calm traffic and make these sections safer and more pedestrian accessible.

Thoroughfare Type Key

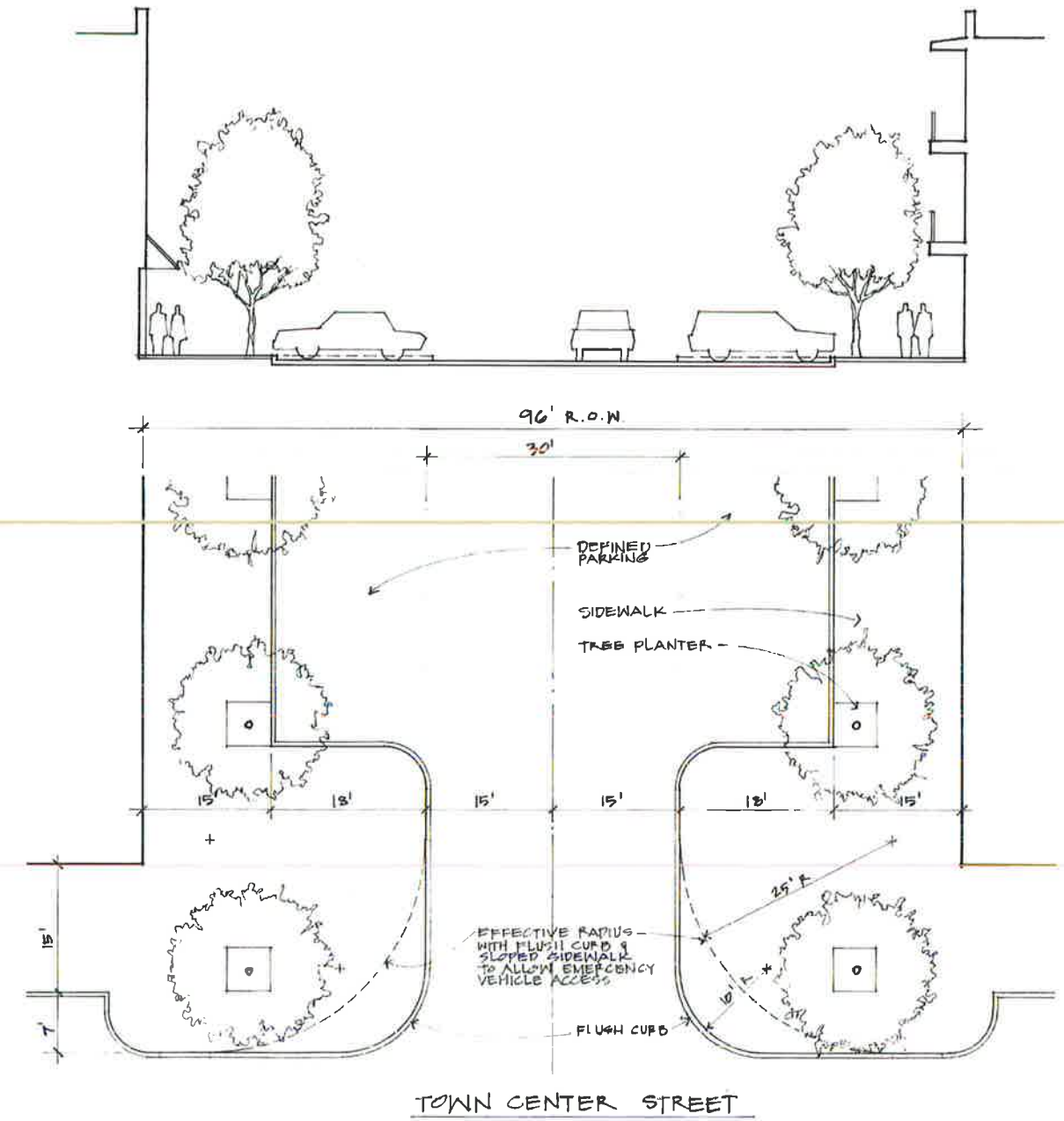
Thoroughfare Type	
█	Town Center Street ST-96-60 (Varries)
█	Residential Street ST-50-27
█	Shared Space SS-Varries
█	Alley AL-20-20 Minimum
█	Parking
█	Gold Nugget Trail
█	Service Access

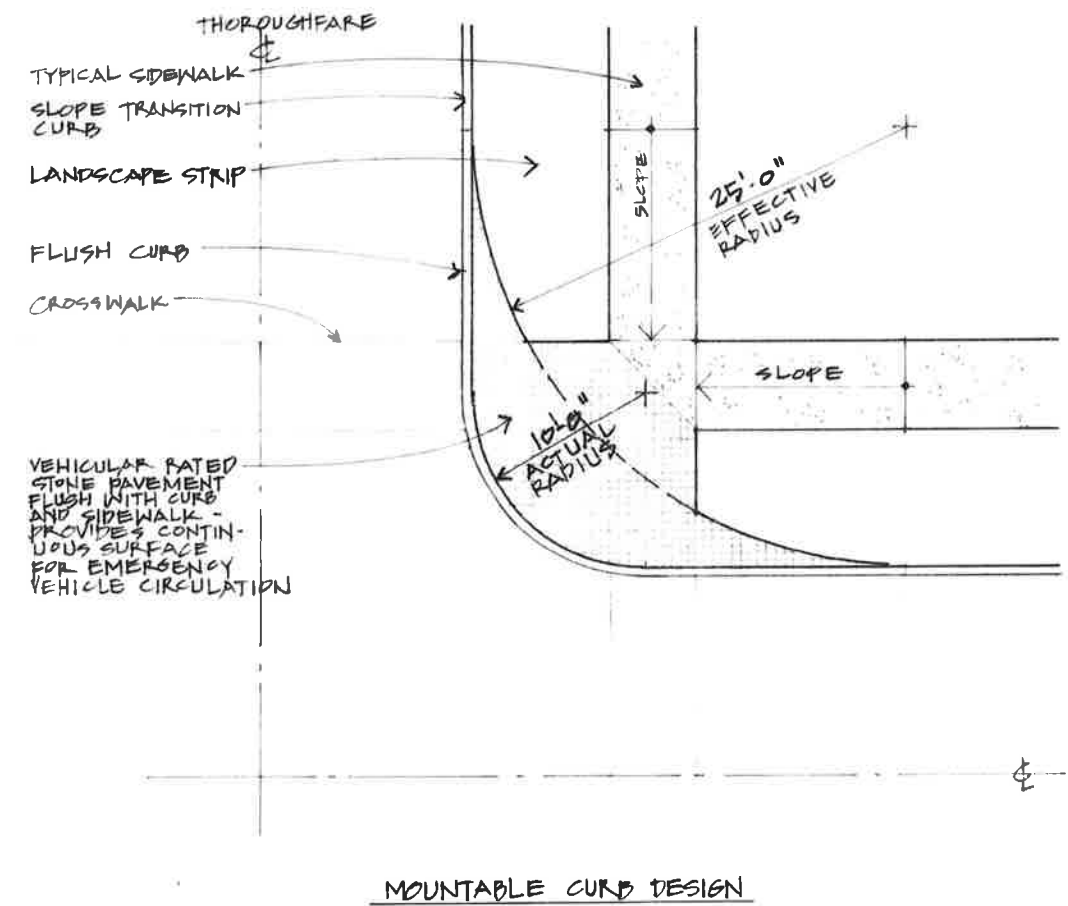
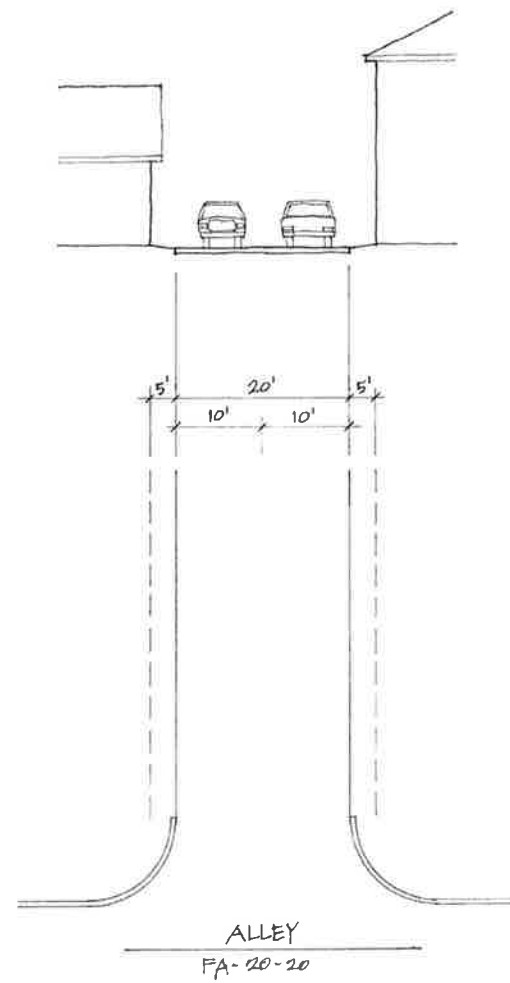
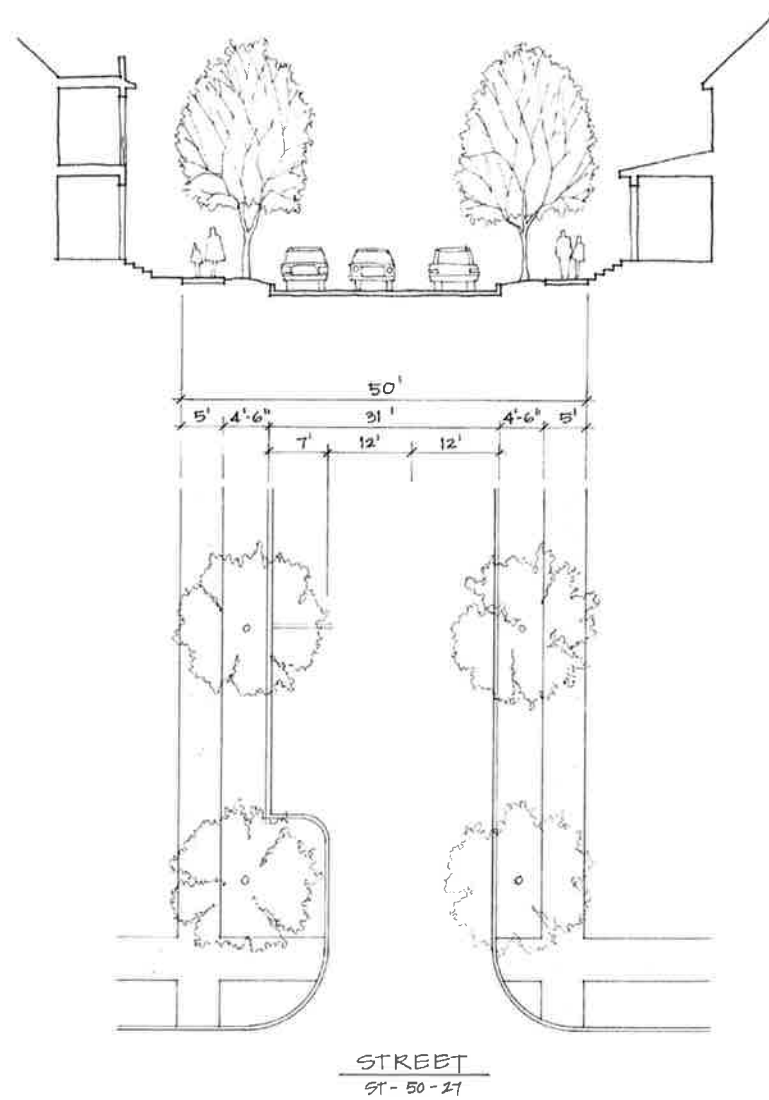
Thoroughfare Type Key

ST-50-27	
└─ Pavement Width	
└─ Right-of-Way Width	
└─ Thoroughfare Type	

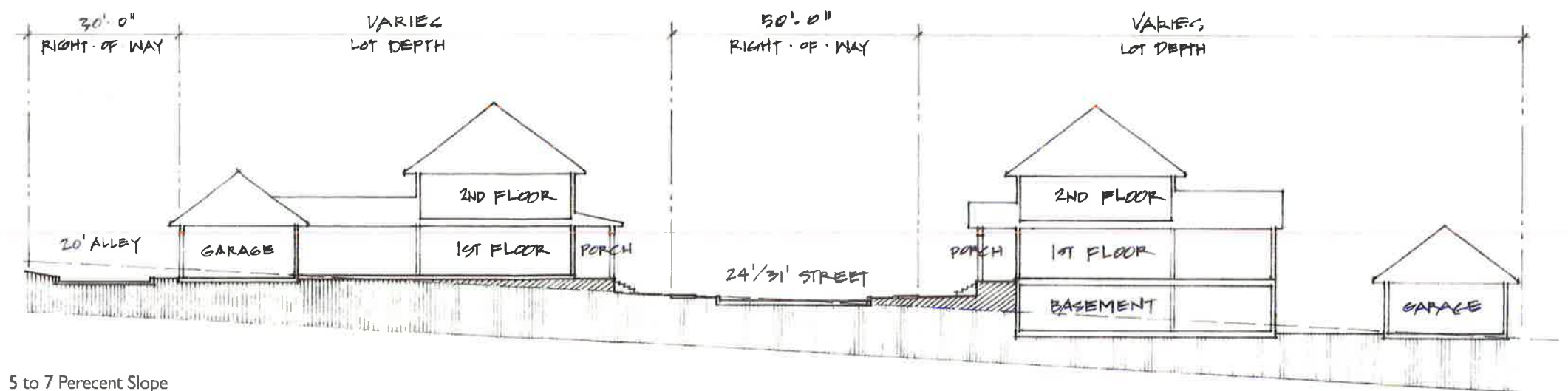


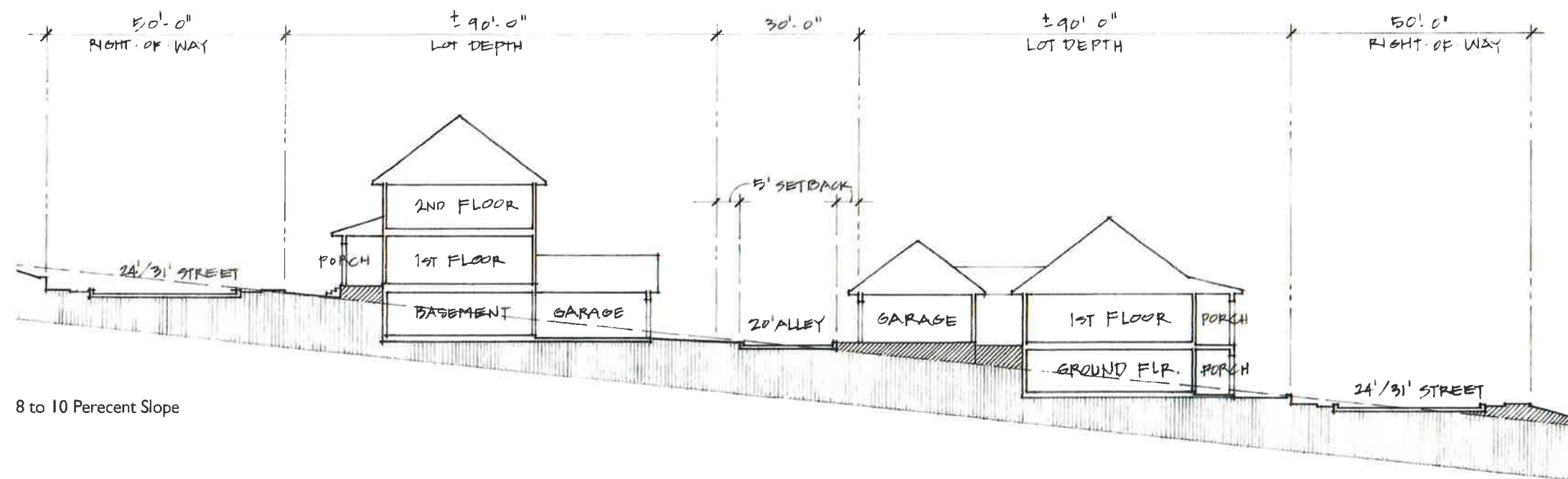
Street Sections



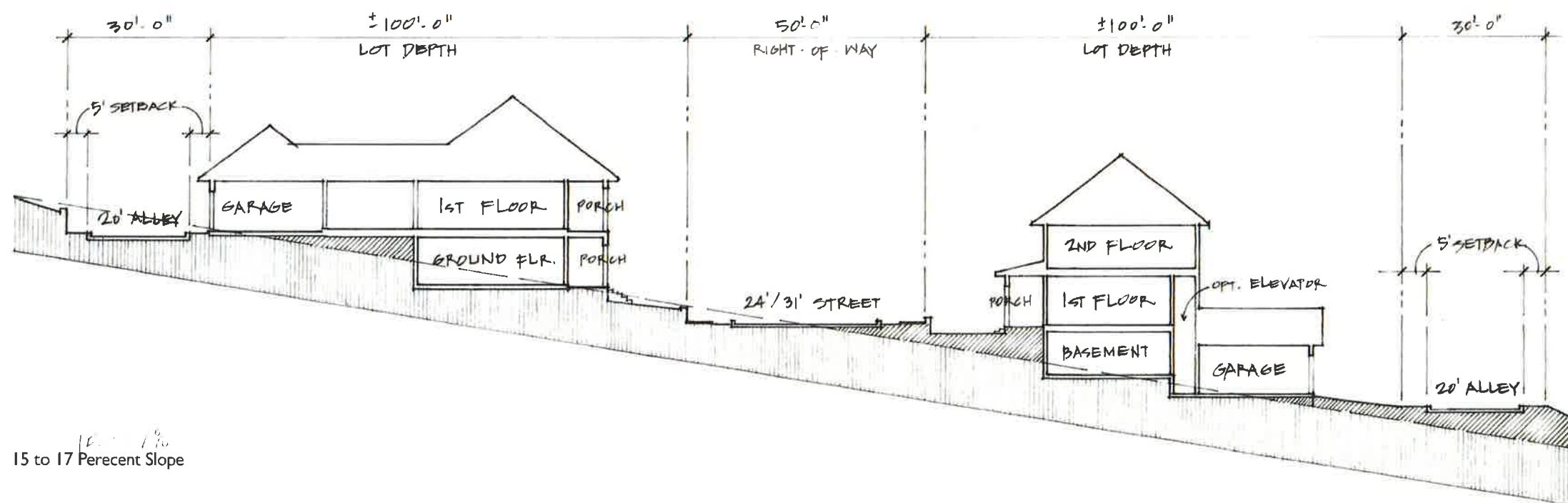


Topography





8 to 10 Percent Slope



15 to 17 Percent Slope



Regulating Code and Definition of Terms

This Master Plan is intended to guide the building of Avenmore. The scope of this document comprises the bulk of the Avenmore development but not all of it, as indicated on the Regulating Neighborhood Plan. Consult documents prepared by other agents for information concerning components of the Avenmore development not included in this document.

The Master Plan is administered by the Avenmore Design Review Board or its duly appointed representative, which is charged with reviewing all improvements to Avenmore for adherence to the Master Plan.

As allowed by the Avenmore Planned Development District document, this Master Plan takes precedence over local zoning codes or ordinances for the purposes of aesthetics and urban design. In matters of public health and safety, local ordinances take precedence over this Master Plan.

A waiver may be granted by the Design Review Board or its duly appointed representative on any basis, including hardships or design merit. Waivers to the provisions of this Master Plan are given under the assumption that they are unique and not binding as precedents on future waivers.

This Master Plan employs prescriptions. The use of the verb "shall" indicates that a prescription is intended to be mandatory. The use of the verb "will" indicates that a prescription is intended to be recommended. The use of the verb "may" indicates that an action is neither mandatory nor recommended.

Alley

An alley is a service right of way, public or private, that allows access to the buildings that it serves, usually from the rear. At Avenmore all alleys are a minimum of 20' and can serve as emergency vehicle access.

Ancillary Structure,Auxiliary Building, or Outbuilding

An ancillary structure, auxiliary building, or outbuilding is a building with a different use that is located on the same lot or property as the primary building for that lot. For example, a detached garage would be defined as an ancillary structure.

Bridging

Private structures may bridge or span over public rights-of-way, provided all setbacks and minimum clearances are satisfied and all local jurisdiction laws and ordinances are met.

Build-to Lines

Build-to lines represent a requirement that the primary mass of a building be constructed along a specific line. A build-to line is like a setback in that the building must be a minimum distance from the property line, but unlike a setback, a build-to line also cannot be farther than a specific distance from the property line. Build-to lines typically exist only along a building's principal frontage or both principal and secondary frontage in a corner lot condition.

Buildings or parts of buildings may be a maximum of 2' from the build-to line and still satisfy the build-to line requirements. Furthermore, a building façade may be built non-parallel to the build-to line so long as the maximum deviation is less than 5 degrees. Curved build-to lines may be satisfied by construction of a building that follows the average path of the build-to line.

Architectural features that are secondary to the principal building mass such as porches, balconies, chimneys, awnings, eaves and trim, and open shutters are permitted to encroach beyond the build-to line up to a distance indicated on a per building type basis.

Construction that exists typically only at ground level such as stoops, walkways, sidewalks, driveways, fences, and garden and retaining walls are exempt from build-to line requirements.

Building Disposition

Building disposition indicates how a building is situated on a lot taking into consideration all of the setbacks, build-to lines, encroachments, heights, floor-to-area ratios, minimum and maximum frontage build-out standards, and other considerations that may be required by the Neighborhood Plan.

Building Frontage and Front Yards

The principal building on a lot shall be placed relative to the property line in such a manner that the front of the building addresses the front of the lot. The front of the building need not be parallel or have any formal relationship to the front property line. For example, the front door need not face the principal building frontage. The building shall conform to any build-to line requirements.

Frontage

Frontage indicates the façade of a building that faces a public right-of-way or open space. All buildings have at least one frontage in addition to an alley, if present. Corner lots have two frontages: a primary frontage that faces the right-of-way most closely associated with the front of the house and a secondary frontage which is associated with the other right-of-way. Houses with two frontages shall conform to the setbacks of both rights-of-way or be separated from the other houses on the secondary right-of-way by an alley or other natural break. In such a case, side yard setbacks will suffice.

Lot Line

Lot lines demark the extents of property and indicate the legal ownership of property. Encroachments shall not extend past a property line.

Pocket Neighborhood (Pocket, Muse, Court, etc.)

A pocket neighborhood is a small neighborhood typically served by a green street, a court, common yard, or another pedestrian-only right-of-way.

Primary Building Mass

A primary building mass is a building form that is architecturally more significant than other secondary building masses and is usually larger as well. It houses the primary structure programming.

Primary Structure or Principle Structure

The primary structure on a lot is the building that houses the fundamental use of that lot. However, the lot can also house other uses. For example, a house on a residential lot is the primary structure, whereas a detached garage on the same lot is not.

Secondary Building Mass or Secondary Wing

A secondary building mass is a building form that is complementary to the primary building mass. It may house any of the primary structure programming, but it is architecturally delineated as an adjunct form.

Setback

Setbacks represent a minimum standard of distance from the property line at which point the primary mass of a building may be constructed; the building may be constructed no closer than the setback line to the property line. Setbacks typically occur from all property lines of a lot—the front, sides, or rear—although different values for each condition may be specified.

Architectural features that are secondary to the principal building mass such as porches, balconies, chimneys, awnings, eaves and trim, and open shutters are permitted to extend beyond the setback line.

Construction that exists typically only at ground level such as stoops, walkways, sidewalks, driveways, fences, and garden and retaining walls are exempt from setback requirements.

Street

Streets, public or private, are rights-of-way that provide access to the buildings that are served by it. They typically, but not always, include the carriageways, planter strips, sidewalks, on-street parking, and certain services such as street lighting and fire hydrants.

Port Cochere House

Building Disposition

Setback (Distance from Property Line)

Front	5'
Side	5'
Side Street	5'
Rear	5'
Outbuilding Front	30' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	5'
Parking Pad Front	30' From Rear Property Line

Build-to Line (Distance from property Line)

Front	15'
Side Street	5'

Encroachments

Front	10' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Easement

Side Yard Easement	5' Where Indicated
--------------------	--------------------

Building Form

Building Mass	
Primary Frontage Build-out	50% minimum Built Along Build-to Line
Secondary Frontage Build-out	20% minimum Built Along Build-to Line
Distance between Buildings	10' minimum

Height

Maximum Building Height	3 Stories
Ancillary Building	2 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

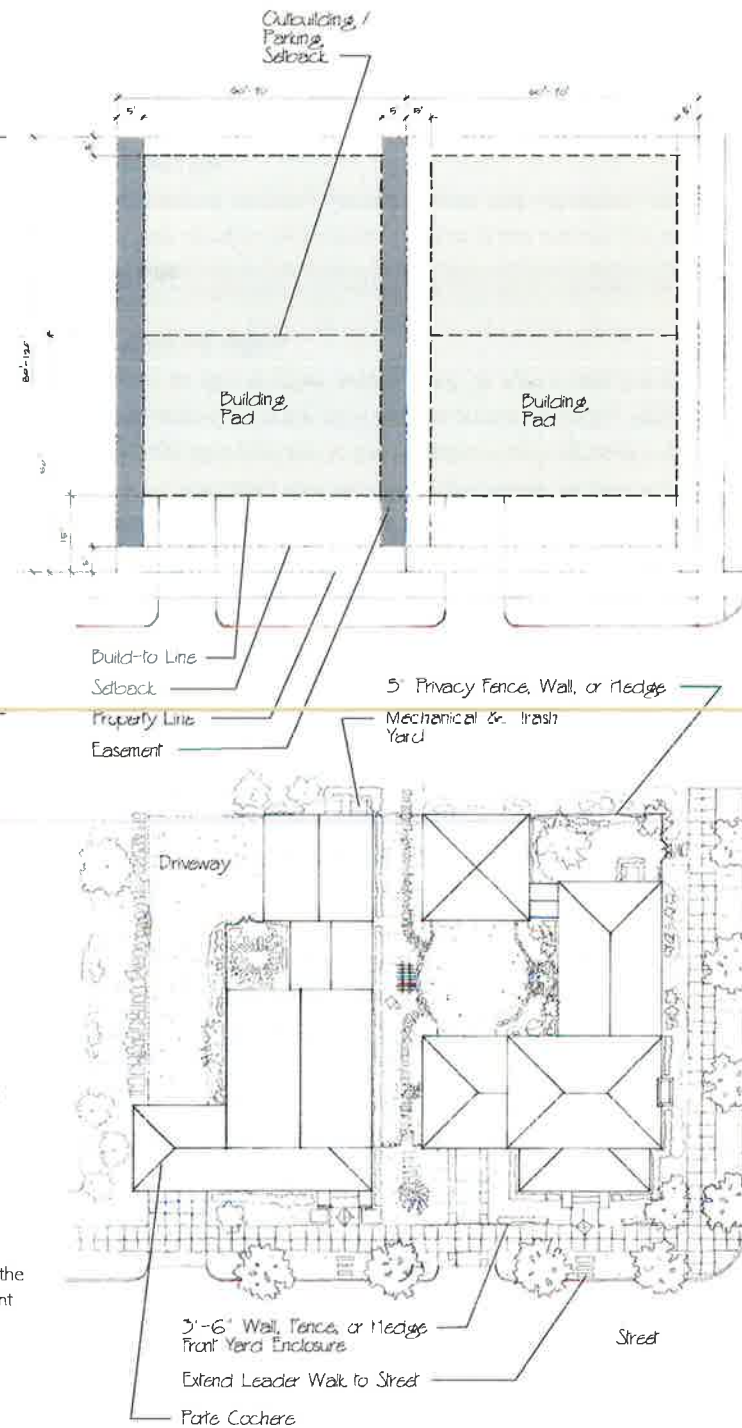
Fenestrations on building sides that face the private side yard of another building will be designed to maximize the privacy of the adjoining side yard. Light wells, transoms, and ventilation windows are acceptable.

Side yards will be enclosed with a 5' privacy fence, wall, or hedge. This privacy screen shall not extend beyond the Build-to Line.

A fence, wall, or hedge shall be built on the front Property Line and conform to the green street standard as approved by the Architectural Review Committee. Front Yards shall not otherwise be enclosed.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



House

Building Disposition

Setback (Distance from Property Line)

Front	5'
Side	5'
Side Street	5'
Rear	5'
Outbuilding Front	30' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	5'
Parking Pad Front	30' From Rear Property Line

Build-to Line (Distance from property Line)

Front	15'
Side Street	5'

Encroachments

Front	10' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Easement

Side Yard Easement	5' Where Indicated
--------------------	--------------------

Building Form

Building Mass	
Primary Frontage Build-out	50% minimum Built Along Build-to Line
Secondary Frontage Build-out	20% minimum Built Along Build-to Line
Distance between Buildings	10'

Height

Maximum Building Height	3 Stories
Ancillary Building	2 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

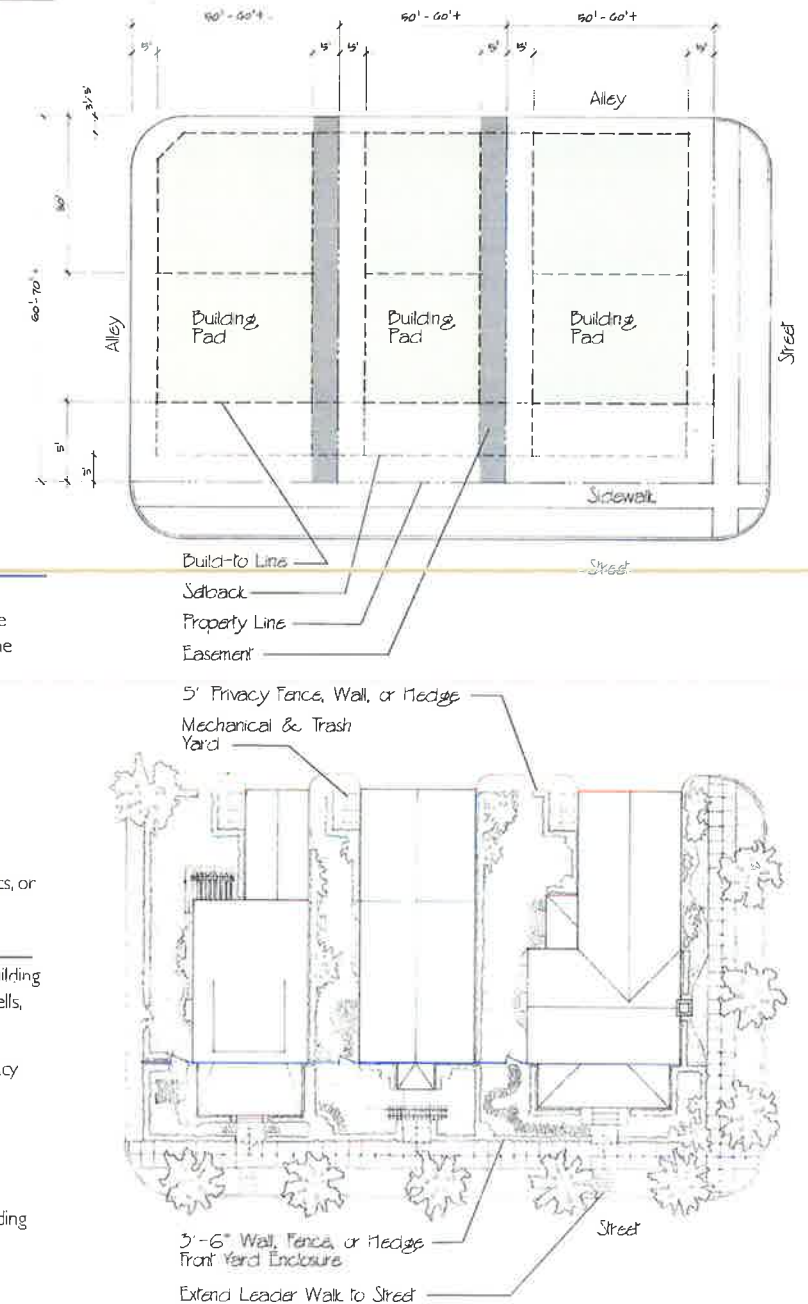
Fenestrations on building sides that face the private side yard of another building will be designed to maximize the privacy of the adjoining side yard. Light wells, transoms, and ventilation windows are acceptable.

Side yards will be enclosed with a 5' privacy fence, wall, or hedge. This privacy screen shall not extend beyond the Build-to Line.

Front Yards may be enclosed by a 3'-6" maximum fence, wall, or hedge.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



Court Cottage

Building Disposition

Setback (Distance from Property Line)

Front	0'
Side	5' (0' at Landscape Buffer)
Side Street	5'
Rear	5'
Outbuilding Front	24' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	0'
Parking Pad Front	30' From Rear Property Line

Build-to Line (Distance from property Line)

Front	6'
Side Street	5'

Encroachments

Front	6' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Easement

Side Yard Easement	5' Where Indicated
--------------------	--------------------

Building Form

Building Mass

Primary Frontage	60% minimum Built Along Build-to Line
Secondary Frontage	50% minimum Built Along Build-to Line
Distance between Buildings	10'

Height

Maximum Building Height	2 Stories
Ancillary Building	1 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

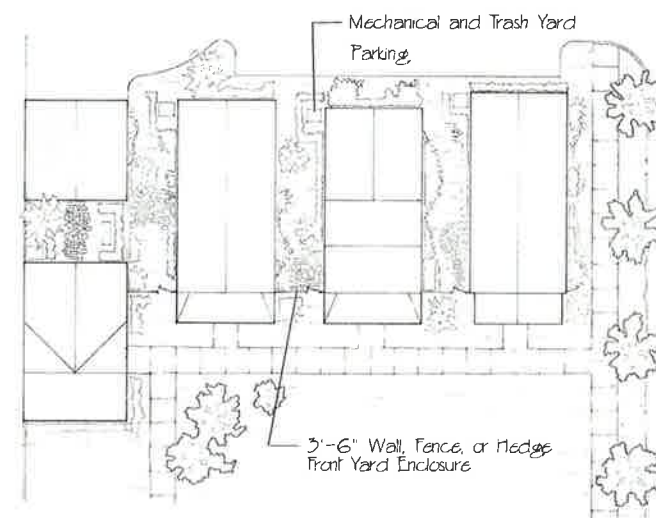
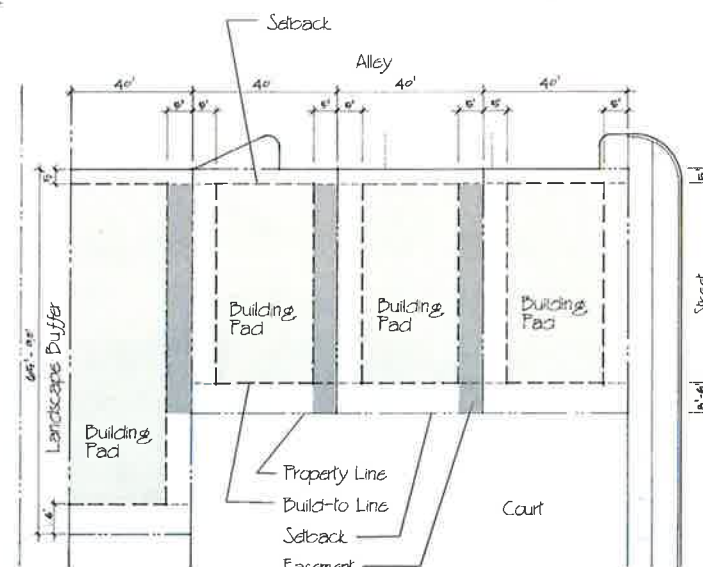
Fenestrations on building sides that face the private side yard of another building will be designed to maximize the privacy of the adjoining side yard. Light wells, transoms, and ventilation windows are acceptable.

Side yards will be enclosed with a 5' privacy fence, wall, or hedge. This privacy screen shall not extend beyond the Build-to Line.

Front Yards may be enclosed by a 3'-6" maximum fence, wall, or hedge.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



Townhouse

Building Disposition

Setback (Distance from Property Line)

Front	10' (0' at Corner Lots)
Side	0'
Side Street	5'
Rear	5'
Outbuilding Front	24' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	5'
Parking Pad Front	24' From Rear Property Line

Build-to Line (Distance from property Line)

Front	15' (5' at Corner Lots)
Side Street	5'

Encroachments

Front	5' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Building Form

Building Mass

Primary Frontage	100% minimum Built Along Build-to Line
Secondary Frontage	60% minimum Built Along Build-to Line
Distance between Buildings	10'

Height

Maximum Building Height	3 Stories
Ancillary Building	2 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

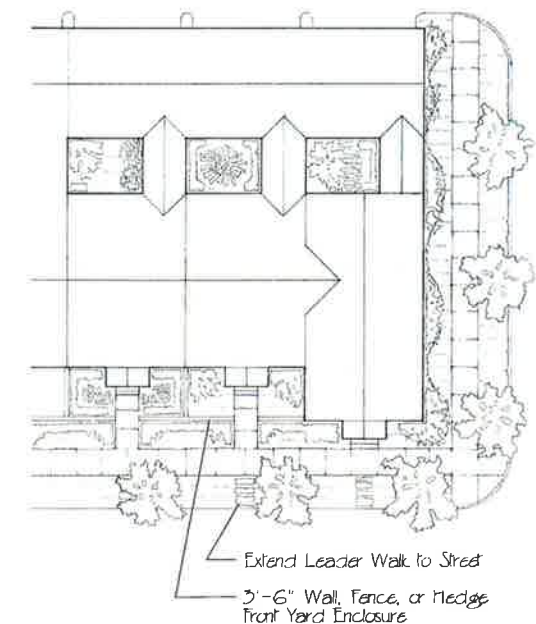
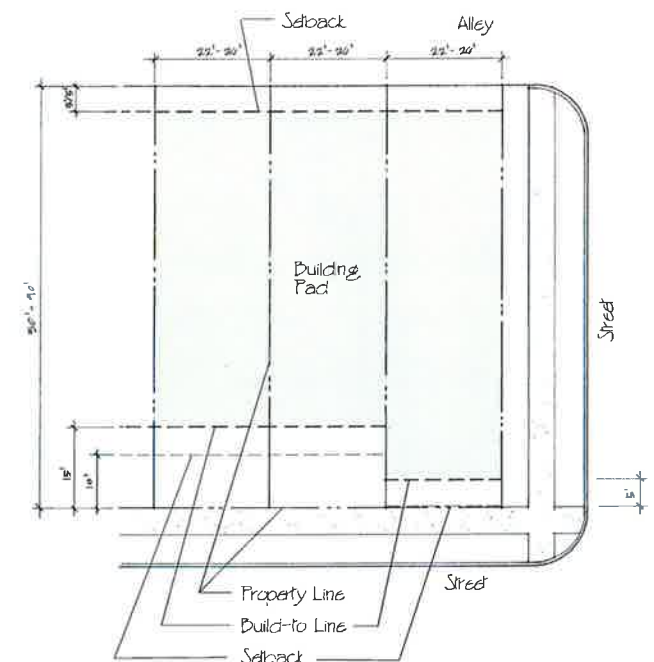
**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

Front Yards may be enclosed by a 3'-6" maximum fence, wall, or hedge.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



Architecture



The purpose of this section of the Master Plan is to help establish a consistent architectural vision for the residential neighborhoods of Avemore. We have taken care to balance all of the complexities associated with contemporary development with the need to express an architectural point of view. The intent of these guidelines is to set Avemore above other developments in design quality and to establish an unmistakable sense of place that will sustain residents' pride in their community and keep drawing visitors to experience this unique place.

Places over Time

Avemore is envisioned as a place that is not frozen in a stylistic time period; rather the hope is that it will feel like a place that has been allowed to grow naturally over time. In this light, its architectural styles are varied and diverse, just as a real town would be after a hundred years of maturity.

This allowance for evolution is not to say that Avemore does not have standards. The guidelines reinforce local stylistic customs typical to the region across the full spectrum of time. House styles and materials common to the area are encouraged. Types that never existed in the area are not available as an option. Creativity is encouraged at all levels. Good, well-considered design is the bell-weather; but where the rules are meant to be explored or interpreted, the result should be an improvement not a blatant shortcut.

Design Quality and Practical Budgets

In all cases, the utmost care is taken to promote the highest design quality, regardless of cost. The position of these guidelines is that superior design quality can be achieved at any budget. But to do so, great care must be taken to design the buildings effectively, both aesthetically and cost-wise. Some styles and materials are more expensive than others, but these guidelines offer a range of solutions so that budgets of all levels can be met effectively.

A Job Well Done

These guidelines are offered as a resource to achieve an overall goal. They encourage the builder, the craftsman, the designer, the architect to rise to the challenge and help produce a meaningful community that will stand as a testament of our collective efforts for many years to come.



Looking East through a pocket Neighborhood

Classical Revival

Survey of Styles

Prominent from 1830 to 1860, the Classical Revival style appeared throughout the rapidly expanding nation, particularly in areas with sudden, large population growth, each region creating subsets of the style to complement its climate and natural materials. American architects trained abroad brought their classical training to the south resulting in Southern Colonial houses (though designed long after Colonialism had ended).

The Classical Revival house is characterized particularly by its classical detailing: classical columns with capitals and bases, decorative cornices used to trim gables, a porch as the entryway dressed with a transom and sidelights, elaborately paneled doors framed in wood or masonry, and recessed doors and windows. This style suggested opulence and social prominence.

The versatility of this higher-style design is evident in its use in urban and rural settings, both as narrow townhouses in Savannah and Terminus and as plantations throughout the south. Very common in the southern states, the Classical Revival style and its Greek Revival subset originated as a sign of power and economic stability, whereas a scaled-down version of the style represented a formal, higher-style design for middle-class residents.

Key Style Features

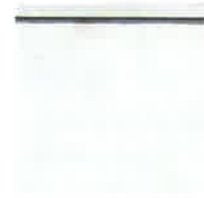
- Moderately-pitched roof
- Formal entry-door surround with transom and sidelights
- Classical detailing throughout, particularly on columns, pilasters, and cornices
- Limited, light-color palette
- Dark trim features



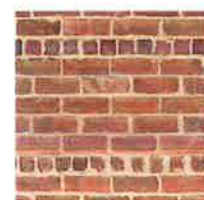
Streetscape



Lap Siding (Walls): In pre-Victorian styles, lap siding is almost always painted white. Exposure should be 4-1/2" to the weather. Corner boards and certain trim should be 5/4" material to receive the lap.

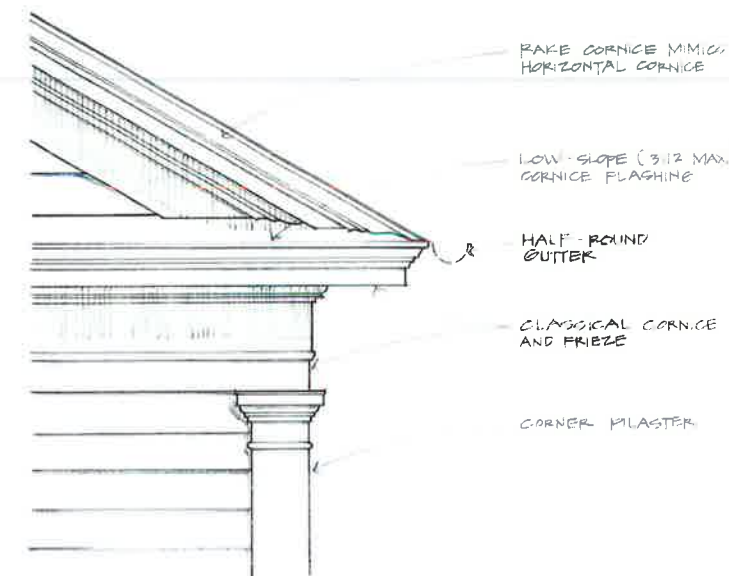


Stucco (Foundations and Chimneys): Traditionally, stucco is a surface treatment on masonry, and all details including perceived wall thickness at fenestrations should be expressed. Stucco should be carefully designed or avoided altogether on wood framed walls to avoid inauthentic control joints.

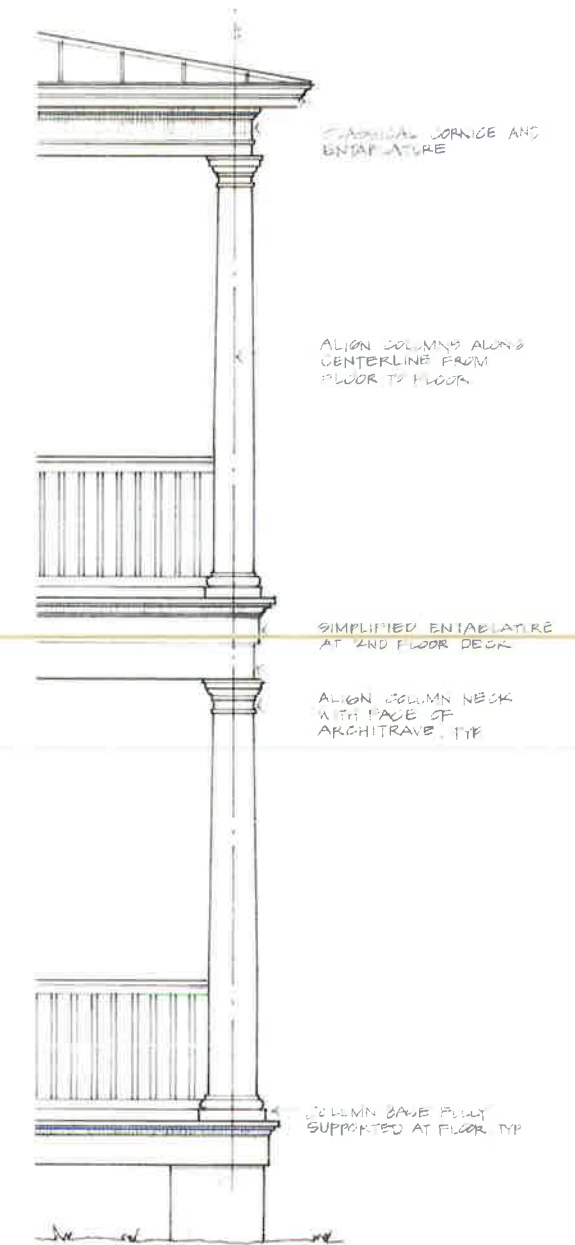


Brick (Foundations and Chimneys): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.

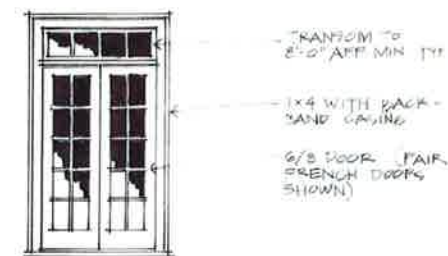
Typical Wall Materials



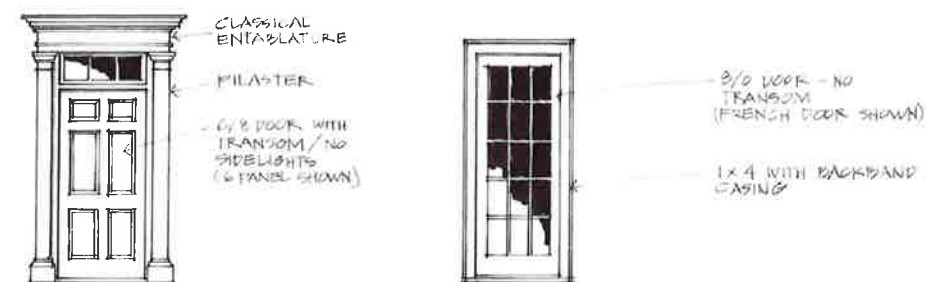
Cornice Detail



Porch Detail



Windows



Doors



Southern Vernacular

Survey of Styles

Vernacular Architecture is a general term to identify low-style, commonplace houses which exist across the country. Many subsets of vernacular architecture exist, their being distinguished by geographical region and sometimes the economic conditions of their inhabitants. One subset is the Southern Vernacular style, which can be distinguished into even further styles, including the Piedmont Plain and Victorian Vernacular.

Among the earliest styles in Georgia, Southern Vernacular exhibits quality craftsmanship, particularly since those who built the houses were often carpenters and builders who were following work. During the Industrial Period following the Civil War, the house style stayed largely the same with added elements, including porch posts and balustrades. Being southern, many of its features are influenced by climate, including the dog-trot through the middle of the house, the wide porch, and the shed added at the back.

Sophisticated versions of Southern Vernacular are more ornate. This Victorian Vernacular or Victorian Folk style is more decorative than the typical Southern Vernacular style, but it is not nearly as flamboyant as its Queen Anne cousin. Some differences distinguishing the Victorian Vernacular from the more typical Southern Vernacular include a wider range of colors, shingle-siding accents, more ornate shutters and doors, and more slender and often turned columns.

Key Style Features:

- Low-pitched, often a cat-slide roof
- Wide porches and overhangs
- Simplistic detailing
- Lap siding, usually painted white
- Simple shutters and doors, usually painted black, gray, or dark green
- Slender porch columns, often creatively chamfered



Massing



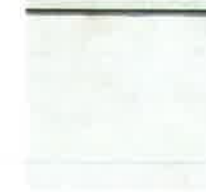
Streetscape



Lap Siding (Walls): In pre-Victorian styles, lap siding is almost always painted white. Exposure should be 4-1/2" to the weather. Corner boards and certain trim should be 5/4" material to receive the lap.



Board and Batten Siding (Walls): Board and batten is a traditional wall cladding method. Typically, the boards were up to 12" in width and the battens were 2". In pre-Victorian times, board and batten was almost universally painted white or tar-stained.



Stucco (Foundations and Chimneys): Traditionally, stucco is a surface treatment on masonry, and all details including perceived wall thickness at fenestrations should be expressed. Stucco should be carefully designed or avoided altogether on wood-framed walls to avoid inauthentic control.



Brick (Foundations and Chimneys): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.

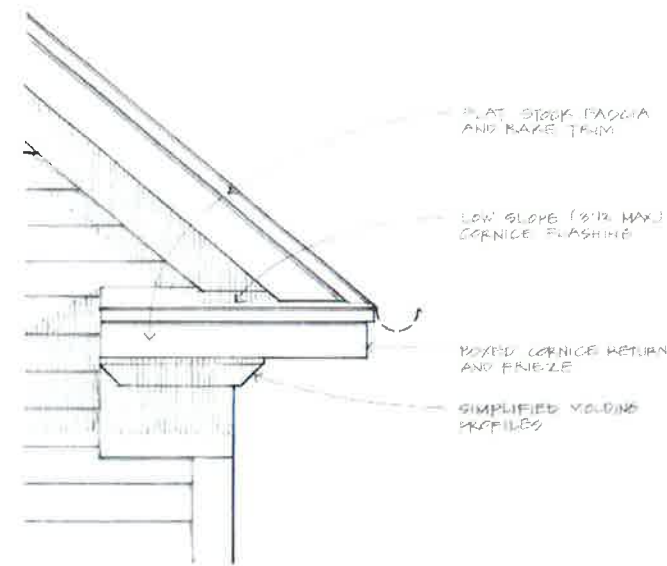


Board-formed Concrete (Foundations): Board-formed concrete has a utilitarian look characteristic of vernacular houses. Aggregate and sand content create an authentic expression.

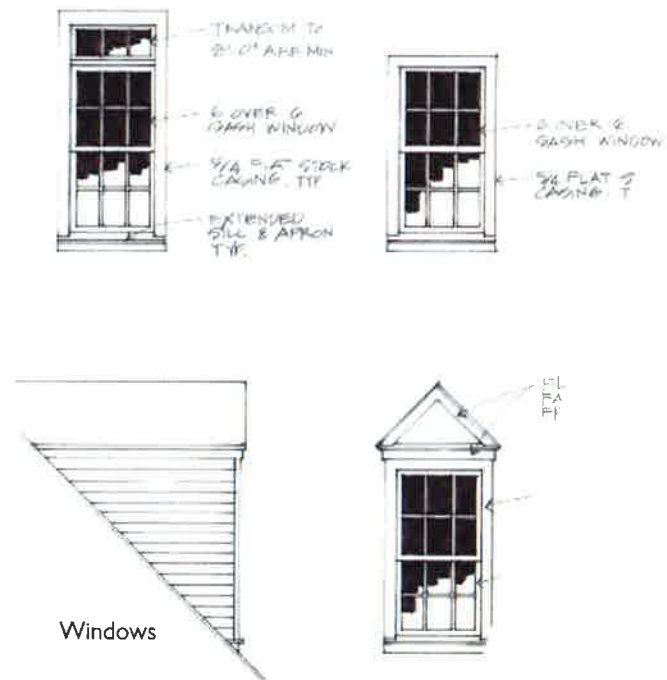


Stone (Foundations and Chimneys): Stone should be locally sourced and derive its character from local traditions. In Georgia, granite and field stone are used extensively. Avoid uncoursed rubble stacking.

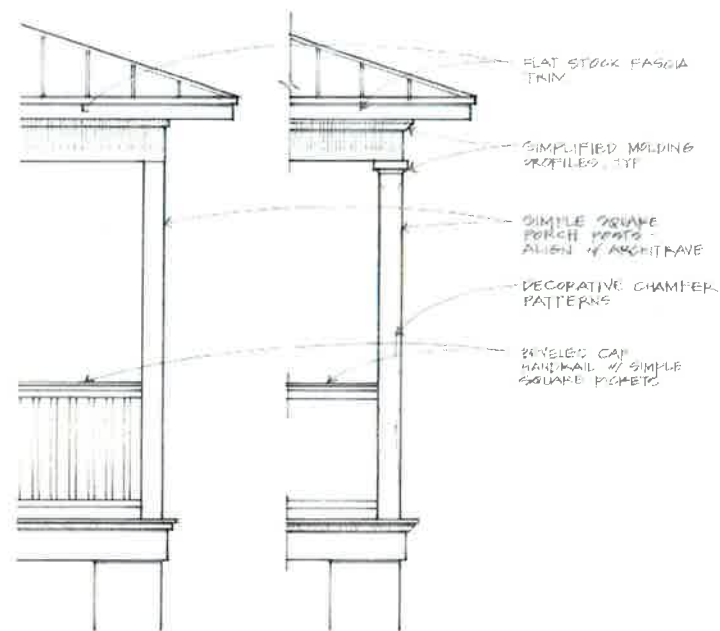
Typical Wall Materials



Cornice Detail



Windows



Porch Detail



Doors



Craftsman

Survey of Styles

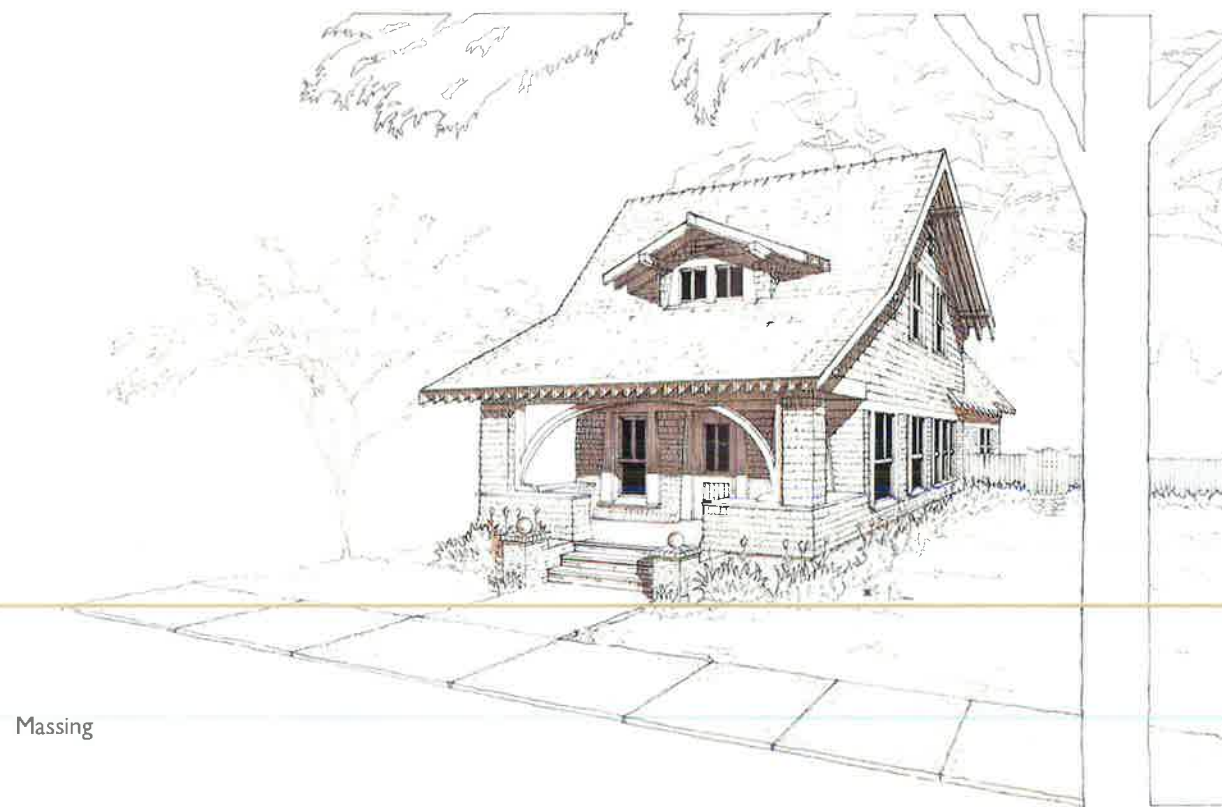
The Craftsman style was inspired by the Gustave Stickley bungalow designs from the early 1900s to the late-1910s. The style quickly spread nationwide, particularly due to its having been published as a pattern in his popular magazine *The Craftsman* from which the style gets its name. Stickley was influenced by the English Arts and Crafts movement and by Asian wooden architecture, combining those elements to create an overall simple design with intricate details. Its fade from popularity was as rapid as its rise, and by the 1930s few Craftsman houses were being built.

The Craftsman style is a simple, hip-roofed box-form with modern details that showcased the art of the builder and construction process. Its roof is typically gabled and low-pitched with overhanging eaves and exposed rafters and beams. With the house at one-story or one-and-a-half stories, the roof may be front-gabled, cross-gabled, or side-gabled. The porch sometimes stretches across the length of the house, and simple columns support the roof and porch and are often set onto pedestals that extend to the ground. Square upper columns often rest upon very large brick, stucco, or stone pillars.

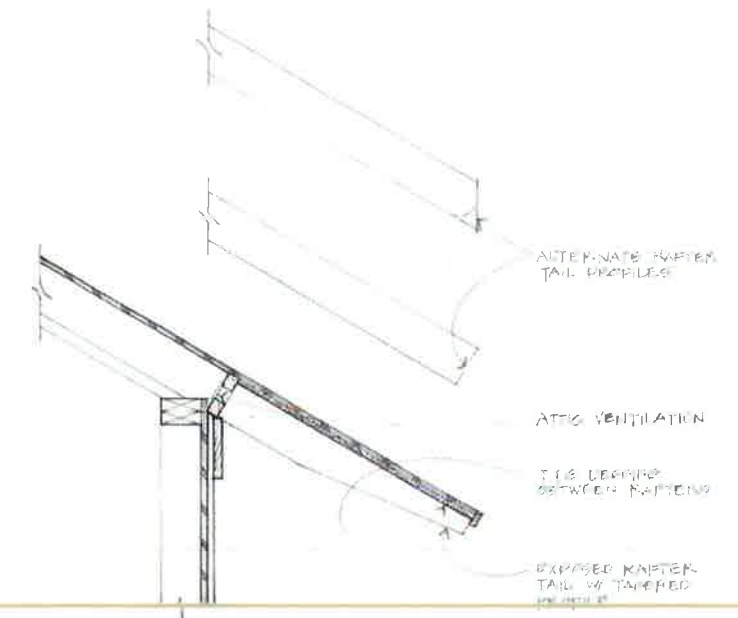
Siding for the Craftsman style is variable with lap-siding, board and batten, and shingles being common. As with the column pedestals, heavy materials such as stone, brick, and stucco are used to create impressive and significant chimneys and foundations. Windows are distinguished by transoms, large glass panes, and groupings of several windows across the façade.

Key Style Features

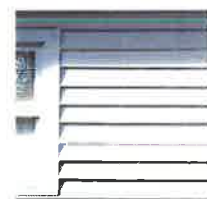
- One-story or story-and-a-half bungalow style with wide porches and overhangs
- Open rafter-tails
- Lap-siding and shingle-siding
- Large windows with creative muntin patterns



Massing



Rafter and Eave Details

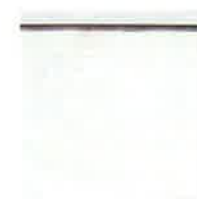


Lap Siding: Lap siding may be used and painted a wide variety of colors as approved, including dark shades. Exposure is often the traditional 4-1/2" but may be much wider as part of the building's overall expression. Flush boards are not uncommon. Corner boards and certain trim should be at 5/4".



Shingle Siding (Walls): Shingle siding is typically up to 1" exposure to the weather and can be stained or painted. Shingles may be used as accents along with other siding materials, typically lap siding. Shingles are a place for design creativity such as varied course patterns

Typical Wall Materials



Stucco (Foundations and Chimneys): Traditionally, stucco is a surface treatment on masonry, and all details including perceived wall thickness at fenestrations should be expressed. Stucco should be carefully designed or avoided altogether on wood-framed walls to avoid inauthentic control



Brick (Foundations and Chimneys): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.



Board-formed Concrete (Foundations): Board-formed concrete has a utilitarian look characteristic of vernacular houses. Aggregate and sand content create an authentic expression.



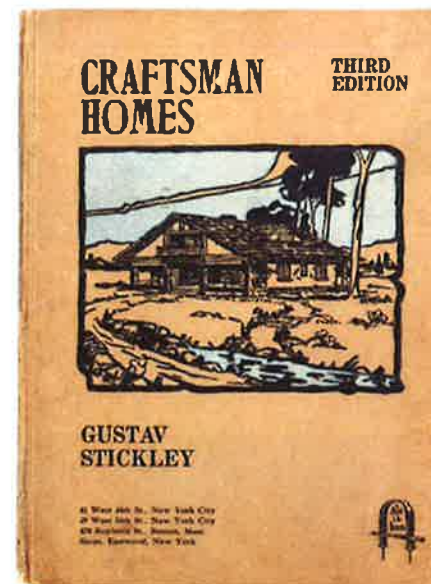
Stone (Foundations and Chimneys): Stone should be locally sourced and derive its character from local traditions. In Georgia, granite and field stone are used extensively. Avoid uncoursed rubble stacking.



Windows



Doors



Commercial & Store Front Retail

Survey of Building Types

Though not an architectural style, we want to highlight the characteristics of the Vernacular Storefront as a building form important to Avemore. Like the descriptions of the architectural styles, this description of the Vernacular Storefront as a building form will convey what the retail and commercial buildings in Avemore should look like.

The earliest commercial buildings were two or three stories high and were designed to look like the surrounding houses with residentially-scaled windows and doors. Over time, stores became distinct from residences with large bay, small-paned windows for displays and wood or canvas awnings and signage. Advances in the manufacture of iron and large panes of glass contributed to the more familiar businesses of the mid-19th century. Doors became more recessed, leaving room for the large windows to be placed at the front for displays. Larger, more prominent signage was cut and placed on the fascia for people to see from a distance. Above the stores were walk-up offices or residences.

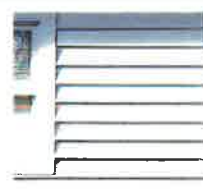
By the late 19th century, storefronts in the south added fixed metal canopies to provide shade so as to keep the building cooler year-round. Storefronts became more colorful and the use of specific typefaces became a popular way to distinguish one store from another.

Key Features

- Two- to three-story buildings
- Large windows for displays and decorative transoms
- Cast iron columns and lintels
- Recessed entryways
- Awnings and canopies
- Walk-up offices or residential on upper floors
- Signboard on the fascia above the storefront



Streetscape



Lap Siding (Walls): In pre-Victorian styles, lap siding is almost always painted white. Exposure should be 4-1/2" to the weather. Corner boards and certain trim should be 5/4" material to receive the lap.

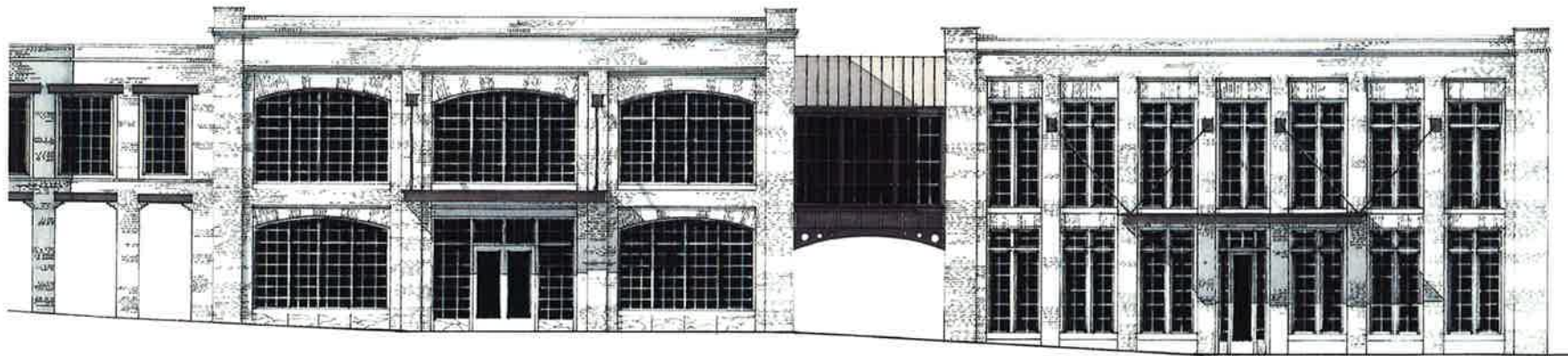
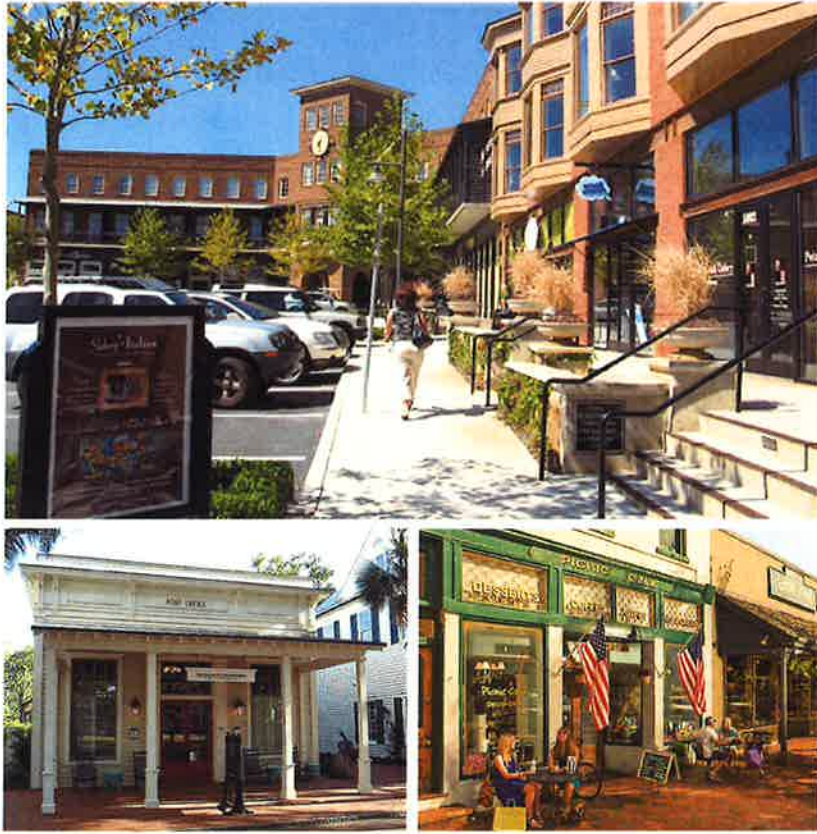


Brick (Walls): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.

Typical Wall Materials

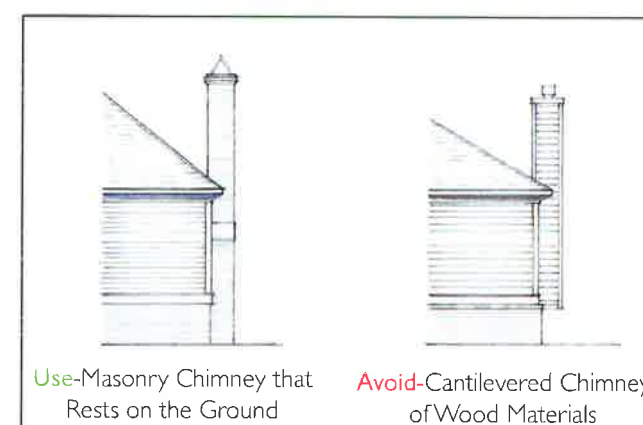
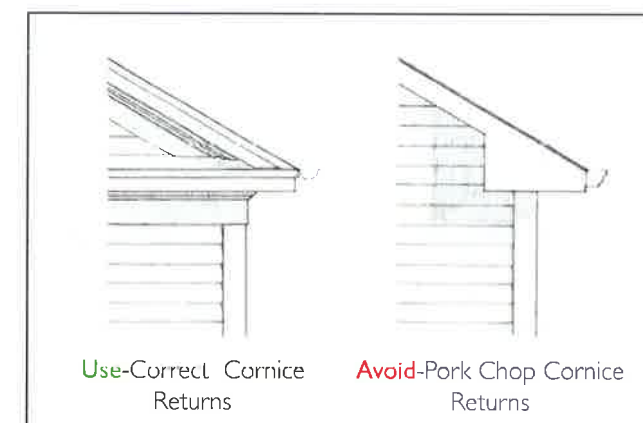
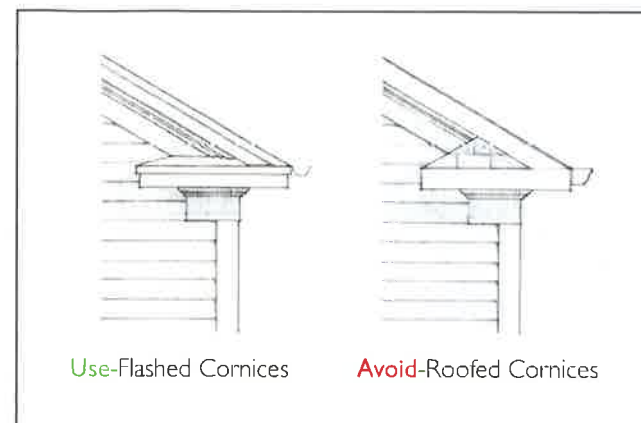


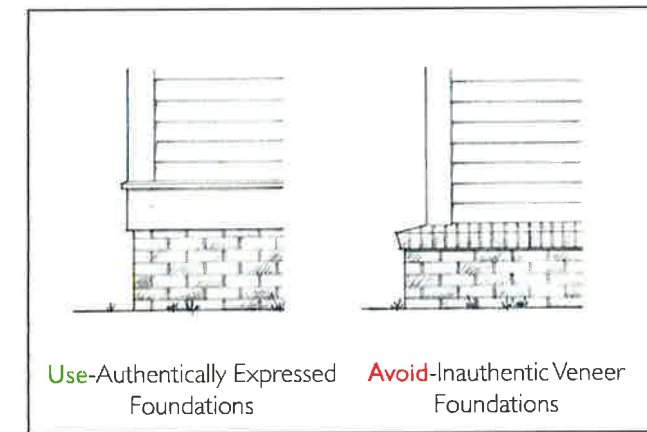
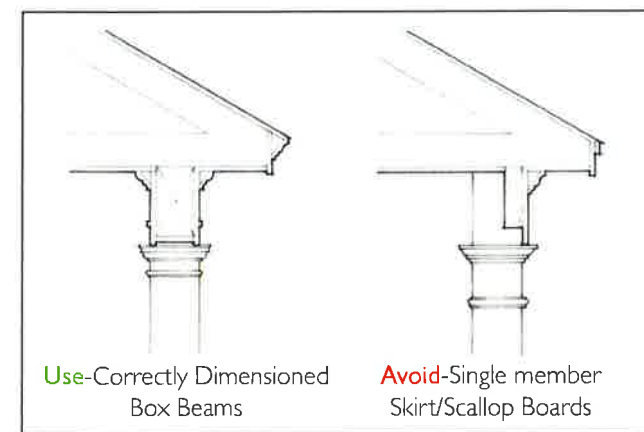
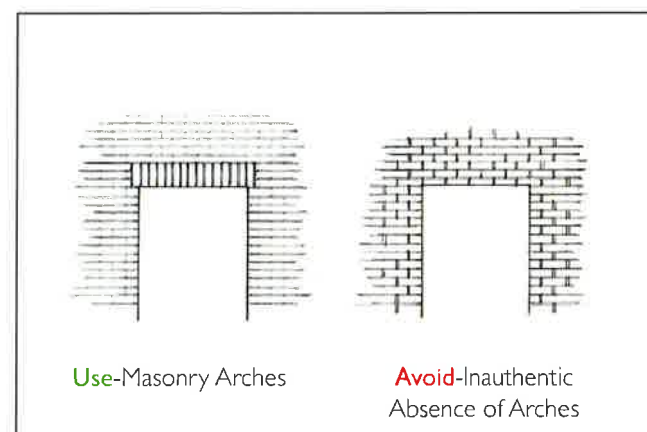
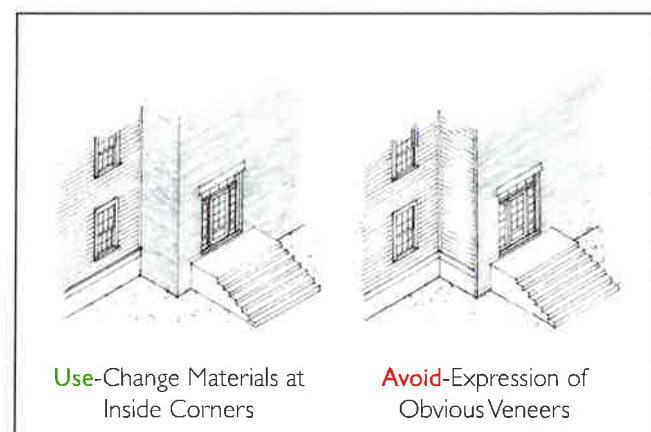
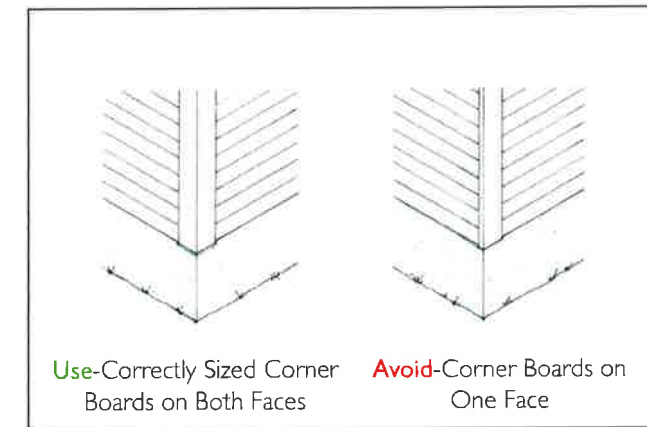
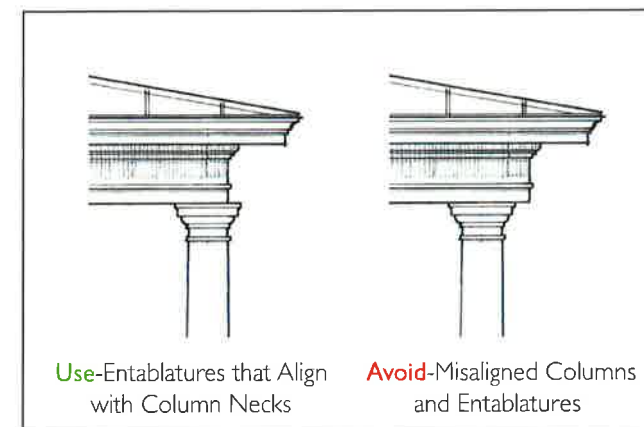
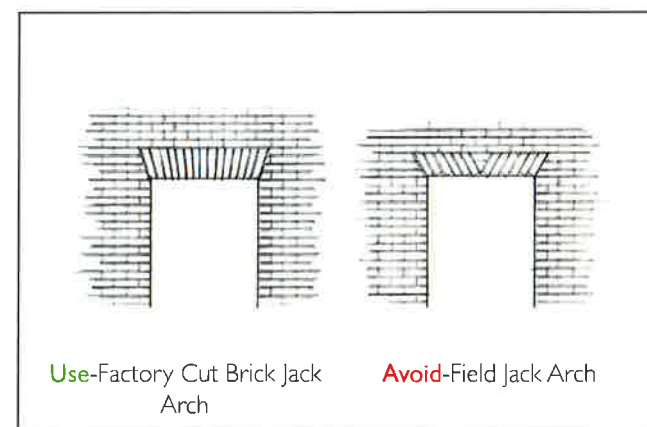
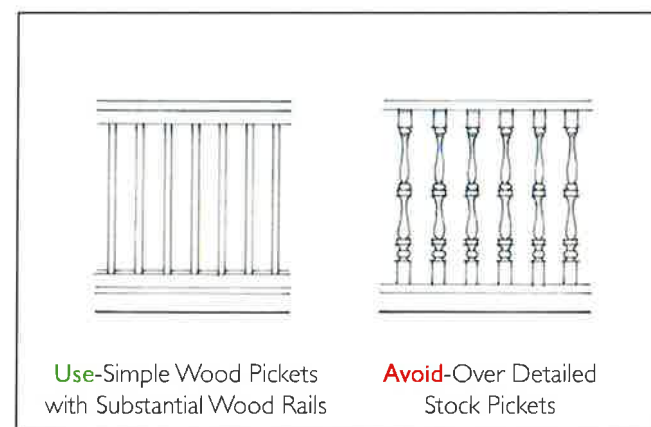
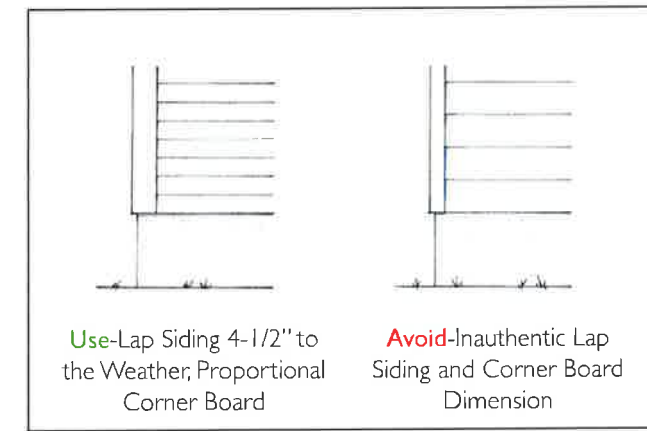
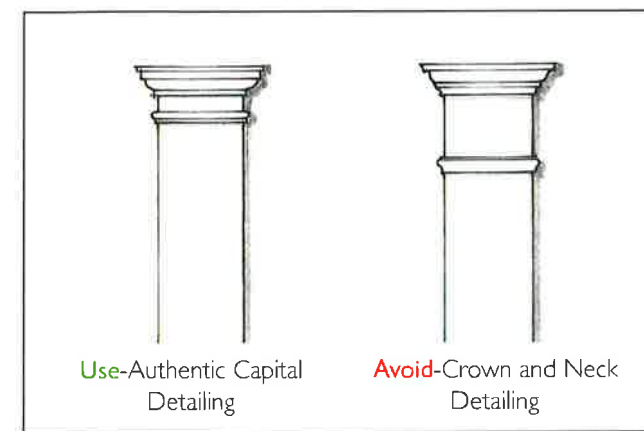
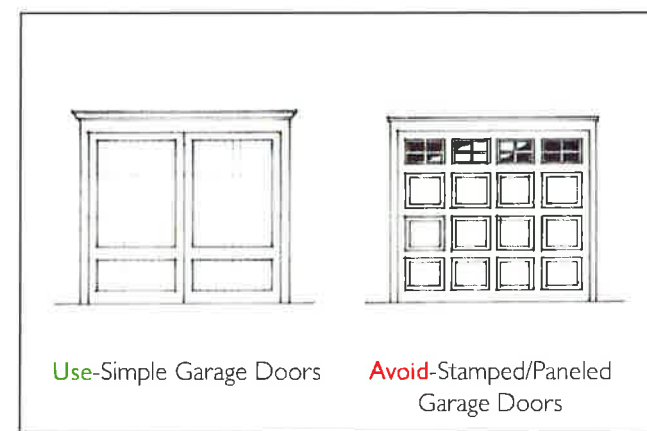
Streetscape



Best Practices

While there are countless subtleties of architectural detailing that can take a lifetime to master, the most common and glaring mistakes in details can be addressed quickly and easily with little to no impact on the project's budget. Illustrated here are the Best Practices of residential architectural detailing. These illustrations are by no means a comprehensive list, nor are their suggested solutions the only answer to common problems. Furthermore, different architectural styles address these conditions in their own well-considered manner. Shown here are solutions to common design mistakes that are easy to implement and offer a substantial improvement.





Architectural Criteria

The Architectural Criteria for the residential portion of Avenmore are listed below. The purpose of these criteria is to ensure the level of construction quality that the founders of Avenmore expect within their town. These standards also ensure that all members of the builders' guild are striving for the same level of quality. This expectation not only requires that all of the builders meet a minimum standard; it also provides a building environment where the work of each fellow builder helps to enhance the setting for his or her peers. Furthermore, residents who purchase homes early in the town's development can rest assured that the houses built in later phases meet their expectations of community construction quality.

Avenmore founders encourage a vibrant design and construction environment—an environment that encourages creative solutions to design goals. These criteria are not meant to limit such freedoms. They are, however, meant to promote a common baseline standard. Any solution that differs from these criteria but nonetheless is in the spirit of Avenmore's aesthetics and construction standards may be submitted for architectural review where it will be duly considered. In all cases, official building codes overrule these criteria. Each designer / builder is responsible for ensuring that his or her work meets current codes. Changes to an already approved design due to code enforcement must be resubmitted for Avenmore architectural approval.

Massing and Detail

Building massing is to be designed along historic and / or stylistic principals. In most cases, simplicity in massing is most authentic. "Builder" elevations, often associated with sprawl subdivisions, typically with multiple nested gables and complex massing, are strictly prohibited. All elevations are to be designed according to architectural standards as four sided structures with each elevation treated with architectural and stylistic intention. Secondary elevations may have simplified detailing according to stylistic and historic standards.

Foundations

Foundations shall be constructed of poured-in-place **concrete slabs, raised slabs, concrete stem walls, or concrete masonry units**. Foundation walls must be faced with stucco, brick, tabby, or coquina stone except as noted below. For the purposes of Avenmore, other stone foundation expressions are only allowed with specific Avenmore Design Review Board approval.

Foundations may express a **board-formed concrete** finish, which may be left exposed if the concrete mix is composed of river washed aggregate and sand or executed in tabby.

Foundation walls with a **stucco** aesthetic are allowed. Stucco must be 3-coat minimum, integral color; applied on brick or concrete block. Stucco on wood framing is allowed with a metal lath underlayment, and control joints must be appropriate to the style.

Foundation walls with a **brick** aesthetic are allowed. Brick color, brick type, and mortar color must be selected from the Avenmore Color and Material Palette.

Natural **stone** is allowed. Synthetic **stone** is prohibited without specific Avenmore Design Review Board approval.

Lattice infill between masonry piers shall be wood or approved synthetic material.

If a **foundation** is articulated in a masonry veneer, the floor systems must cantilever over the masonry veneer such that the finish wall above is flush with the foundation

Wooden front porches must be constructed on masonry **piers**. Piers may be of varying sizes, but the typical sizes conform to horizontal brick coursing with 1'-4", 1'-8", and 2'-0" being the most common.

Finish Floor elevations must have a height above grade as dictated by the Neighborhood Code.

Materials

Techniques

Walls

Walls expressing a **wood** aesthetic shall be clad in wood lap siding, wood board-and-batten, wood shingles, or wood panels. Approved cementitious materials may be substituted for natural wood products. Cementitious lap siding shall be equal to "Artisan" by James Hardie. An exposure of 4-1/2" to 5-1/4" is required for lap siding in traditional styles.

Walls with a **stucco** aesthetic are allowed. Stucco must be 3-coat minimum, integral color; applied on brick or concrete block. Stucco on wood framing is allowed with a metal lath underlayment, and control joints must be appropriate to the style.

Walls with a **brick** aesthetic are allowed. Brick color, brick type, and mortar color must be selected from the Avemore Color and Material Palette.

Walls with a **shingle** aesthetic are allowed. Shingles must be of wood or cementitious materials and must be installed with a uniform bottom edge.

Walls with a **corrugated metal siding** aesthetic are allowed. Corrugated metal siding must be galvanized or prefinished as allowable for certain architectural styles.

Natural **stone** is allowed. Synthetic **stone** is prohibited without specific Avemore Design Review Board approval.

Walls may express a **board-formed concrete** finish, which may be left exposed if the concrete mix is composed of river washed aggregate and sand or executed in tabby.

Trim shall be constructed of wood, pvc, synthetic composite, or cementitious materials.

Lattice shall be wood or approved synthetic material.

Vinyl siding or **aluminum siding**, including those that mimic traditional profiles, are prohibited.

Wall finishes and **trim** design are encouraged to be the same on all sides of a specific building mass.

Secondary masses may be designed in a simpler expression than the main building mass. However, such expression must be appropriate to the style.

When wall finishes differ, the **transition** must occur at inside corners or other logical locations that coordinate with the building's massing.

Doors and Windows

Exterior residential doors shall be **hardwood, fir, or pine**.

Exterior **fiberglass** doors are allowable only as approved by the Avemore Design Review Board on a case-by-case basis. In any event, fiberglass doors must be painted; however, faux wood grain texturing is not acceptable.

Plastic laminated, stamped metal, and leaded/beveled glass doors are not allowed.

Stamped metal doors, glass paneled doors, false muntin detailing, and faux wood graining are prohibited on garage doors.

Windows may be **wood, clad wood, or fiberglass**, and must be architecturally correct as determined by the Avemore Design Review Board. Materials must be paint grade or pre-finished.

Vinyl windows are allowed only when the window design accurately reflects historic profiles or a well considered contemporary expression. The Avemore Design Review Board must approve all window specifications. In any event, vinyl windows that do not mount within the window frame in the manner of traditional detailing, or that have raised chamfered sashes that give the window an appearance of being surface mounted are prohibited.

Storefront glazing systems are allowed in appropriate building styles. Such systems may be aluminum with pre-finished anodized or painted finishes.

Exterior doors and **door trim** must be designed as appropriate to the building style. They may be painted or stained.

Custom fabricated front doors are strongly encouraged.

Door hardware shall be appropriate to the style

Windows must have true divided lites or simulated divided lites. Detachable muntins and grilles between glass are prohibited.

Windows must be installed such that the sash sits within the wall framing. In stucco and brick facades, window frames and their casings should appear to be inset into the wall. Installation methodologies that require windows to attach to the front surface of the wall framing are prohibited.

Windows and trim, including casings, muntins, and mullions, must be designed as appropriate to the building style. For traditional styles, vertical proportions for the windows, sashes and individual lites are required.

Brick mold must not be used in non-brick cladding or stucco conditions.

Ganged windows must have a continuous sill.

Side and rear windows must compliment their elevations and given all due design consideration as the style requires. Windows on side elevations in zero-lot line conditions should be designed to protect the privacy of neighboring structures.

Windowsills must be 1-1/4" deep. 2" deep sills are encouraged. Sills must slope to the weather and have drip edges. Picture framed window casings below the sill are prohibited. Sills shall project from the surface of the wall.

Porches and Balconies

Columns shall be built of materials that reflect the character of the style of the house. Columns expressing a wooden character must be wood, fiberglass, or resin material. Columns, or column bases, reflecting a masonry material must be brick, stone, or board-formed concrete. Steel shapes and stucco maybe used for contemporary styles. Columns made of foam componets are prohibited. Sheet metal columns are prohibited in traditional styles. The Avemore Design Review Board must approve all column manufacturers as part of the approval process.

Porches are to be constructed of wood including wood decking. For traditional styles, porch framing shall be on piers (see foundations). Porches may be constructed of concrete in buildings with contemporary expressions. Stoops may be finished in materials appropriated to the foundation (see foundations). Porch ceilings should be rendered in bead board, flush boards, or tongue and grove boards. Plywood and exterior gypsum board ceilings are prohibited.

Railing systems are to be painted wood, iron, steel, glass, or other materials appropriate to the style. Annodized or pre-finished aluminum railing components are allowable in contemporary building expressions. Square pickets are encouraged for most traditional styles. Tapered and round pickets are acceptable. Avoid over-detailed classical railings and pickets. Prefabricated railing systems either made of polymers or stamped metal are prohibited.

Synthetic composition decking material is only allowed by specific approval of the Avemore Design Review Board.

Porches and balconies are a critical part of a building's architectural expression. Porches and Balconies should be considered essential rooms within the building's program.

Porch columns must be designed to the style of the building, classical columns, where used, must be architecturally correct, including entasis.

Structural steel shapes may be used in appropriate styles.

Railings must be appropriate to the style of the building. Traditional styles should have wood or iron rails with simple pickets and a top and bottom rail. Contemporary styles may have metal pipe, tension cable, or tempered glass panel railing systems.

Front and side porches should be designed to the style of the building. 8' deep porches are usually considered to be a minimum. 10' deep porches are encouraged.

Wooden front porches must be constructed on masonry piers. Piers may be of varying sizes, but the typical sizes conform to horizontal brick coursing with 1'-4", 1'-8", and 2'-0" being the most common.

Architectural Criteria

Continued

Materials

Roofs

Wood shingles and wood shakes are encouraged.

Historically appropriate asphalt shingles must be single-tab or three-tab. Asphalt shingles with a flat color and texture are encouraged for traditional styles.

“Architectural” shingles are allowed by specific approval from the Avemore Design Review Board. Colors must be selected from the Mixson Palette.

Standing-seam metal roofs are allowed but must be painted galvanized metal or copper.

“Pre-finished” metal roofs and seamless prefabricated metal roofs are allowed as approved by the Avemore Design Review Board.

Gutters shall be half-round metal and downspouts shall be round. Ogee gutters are not allowed.

Techniques

Roofs are not only one of the critical functions of a building, they are also an important component of the building expression. All roofs are to be considered in terms of the intended architectural style and designed accordingly.

Roofs shall be simple gables or hips with symmetrical pitches about their ridges. Flat roofs are allowed in contemporary styles or styles reflecting a modern or historical industrial character. Roof slopes must be appropriate to the building style.

Nested gables shall only be used when the smaller gable is part of a porch or balcony.

Roof penetrations and equipment shall be located in a manner that minimizes their visual impact. In all cases their color should match the surrounding roof.

Metal Gutters must be half-round with round downspouts or custom designed to be appropriate to the style and must be made of copper or galvanized metal.

Rooftop solar panels are allowed. Size and placement must be approved by the Avemore Design Review Board.

Trim, Millwork, and Shutters

All **trim** may be of wood, composite, cementitious, or synthetic solid stock materials. Non-wood materials should be of dimensioned material in standard wood profiles so that they may be worked as though wood. Extruded trim profiles are not allowed. **Shutters** may be constructed of wood or solid polymers. **Vinyl shutters** are prohibited. **Pre-finished shutters** are prohibited. **Nailed-on shutters** are prohibited

Architectural Features

Dormers shall be constructed of the same materials as walls, windows, and roofs. **Chimneys** must appear to be made of materials that are non-flammable: masonry material, stucco, or metal flues. Siding or other materials that are, or appear to be, flammable are prohibited on chimney masses. **Prefabricated chimney caps** typically manufactured of stamped aluminum are prohibited. **Window boxes** shall be made of wood. Exterior **light fixtures** shall be approved before installation. The light spectrum of all exterior lights shall be incandescent or equivalent. Each house must provide a light fixture for alley lighting in conditions where an alley exists. The fixture is to be approved by the Avemore Design Review Board.

Sitework

Fences shall be of wood construction. **Walls** shall be of masonry construction and shall relate to the foundation material of the associated house. **Walkways** must be surfaced in decorative pavers, brick, stone, or decorative gravel that is contained and on a compacted base. Thick **flagstone** stepping stones are acceptable. **Concrete** walkways are acceptable if finished with appropriate surface treatments such as rock salt-finished concrete or exposed aggregate. Masonry banding and edging is acceptable. **Drought tolerant plant materials** are required for all private lots. The use of grass and grass sod lawns is to be limited on private lots, and the design, extent, and type of grass shall be approved by the Avemore Design Review Board.

Trim and millwork is an important element within a building's architectural expression. A poorly detailed building is understood to be of low quality regardless of its expense. Expertise in millwork detailing and construction is a hallmark of well made buildings. **Trim and millwork** must be appropriate to the style of the building. **Trim** should be consistent throughout any given mass of a building. Secondary massing may have simplified trim as appropriate to the style, but in all cases, each building mass should receive an appropriate degree of trim based on the building's style. **Molding design** should reflect the style of the building. Common trim profiles may be used to compliment styles intended to have a degree of Sophistication. Flat stock and profiles cut down from flat stock should be used for vernacular styles. **Corner boards, band boards, and skirt boards** should be made of 5/4" materials to receive the profiles of lap siding. **Door and window casing** should be appropriate to the style and constructed of 5/4" materials. Picture framed window trim is not allowed. **Shutters** must be functional in nature. They must be operable, with the ability of closing completely over the window. Shutter design must be appropriate to the style of the building. All shutter specifications must be approved by the Avemore Design Review Board.

Dormers shall be habitable. In most traditional styles, dormer construction shall be such that the window casing is the entire face of the dormer: Wall cladding is not allowed on the front dormer face, only on the dormer sides. **Chimneys** are to be proportioned and detailed authentically according to the style. In most cases, **Chimneys** must contact the ground. Exceptions must be approved by the Avemore Design Review Board. **Spark arresters** must be specified and installed with care not to mar the aesthetic appearance of the building or appear to be out of style. **Light fixtures** should direct light downwards. Light fixtures must be appropriate to the architectural style. Landscape lighting is encouraged.

Fences, walls, and hedges are required on street frontages and must be appropriate to the style of house. Fences, walls, and hedges, as dictated by the Avemore Design Review Board, are required along the front property lines of certain Streets and other select sites. **Fences, walls, and hedges** should provide an enclosure. They should engage with building walls, other fences, hedges, or garden walls. Fences should provide an opening with a gate styled appropriately to the building. **Trash and recycling** areas shall be located in a permanent location enclosed by a fence, wall or hedge. **HVAC Condensers and utility meters** shall be likewise enclosed.



Submission Requirements

Predesign Meeting

Before design work begins, the designer must meet with the Avenmore Design Review Board or its designated representative. This meeting will acquaint the designer with the overall design objectives of Avenmore and will serve as a review of all of the design and submission requirements. In addition, lot specific issues may be reviewed.

Conceptual Design Package

A conceptual design package shall be submitted to the Avemore Design Review Board. Conceptual Design Drawings must be submitted electronically and must print to scale on standard-sized paper:

- a. Site Plan at 1" = 20'
 - 1. Indicate property lines and all setbacks, built-to lines, and easements. Indicate significant spot grades.
 - 2. Show building footprints. Include building overhangs and fire separation distances.
 - 3. Show all site improvements including sidewalks, leader walks, driveways, walls, fences, important hedge locations, mechanical yards, and waste enclosures.
 - 4. Indicate all legacy trees.
- b. Floor Plans at 1/8" = 1'
- c. Critical Exterior Elevations at 1/8" = 1'

All drawings must have a submission date and lot number. They should be accurate, drawn to scale, and drawn as hard-line drawings either by hand or by CAD.

Final Approval Package

Construction drawings shall be submitted to the Avemore Design Review Board. They must be submitted electronically and must print to scale on standard-sized paper. Construction drawings submitted for final approval must be the same as those submitted to the local building authorities for review.

- a. Site Plan at 1/8" = 1'
- b. Floor Plans at 1/8" = 1'
- c. Exterior Elevations at 1/8" = 1'
- d. Exterior Wall Sections
- e. Trim Details
- f. Window and door casing details
- g. Additional significant details including columns, handrails, porch beams, gable vents, foundation vents, etc.

Additional information shall be submitted as part of the Final Approval Submission Package:

- a. Product identification and specifications for doors, windows, shutters, columns, railing systems, and pre-fabricated components.
- b. Samples of exterior colors and materials may be requested. Colors and materials must be approved prior to painting the exterior of the building or installation of material.

Builder Responsibilities

Grading, Site-Planning, and Utilities

- The builder shall ensure that no portion of the home (roof, porch, etc.) shall extend over the property line or into the public rights-of-way.
- Excess grading materials shall not prohibit access by adjacent land owners / builders. Excess grading materials at the end of construction shall be removed at the builder's expense.
- The grading of each lot shall be coordinated with adjacent builders in order to ensure an aesthetic and functional transition between lots.
- The builder is responsible for controlling storm water leaving the builder's lot. Care shall be provided to avoid excess water flow and erosion onto adjoining properties. Alleys are for vehicular access and are not designed as a storm water conveyance system.
- Exposed utility appurtenances shall be landscaped to minimize visual clutter to the public or community areas. Any unconnected utility stubs shall be properly terminated before or after the sale of the home to eliminate unsightly wires, pipes, and conduits left after construction.
- The builder is responsible for acquiring all temporary utilities that the builder needs during construction.

Roads and Alleys

- Damage to fronting roads and curbs shall be avoided and will be the responsibility of the builder to correct.
- Because the builder will be acquiring property in as-is condition, some damage to curbs and frontage road may have already occurred and will be the responsibility of the builder to repair.

Landscape and Hardscape

- The builder is responsible for protecting street trees during construction.
- The builder is responsible for completing a landscape plan (Tree Protection Plan).
- The current landscape plans are approved by the developer; any revisions must be approved by the developer.

Soil, Sedimentation, and Erosion Control

- Each lot shall be protected from soil and wind erosion during construction. The builder shall coordinate erosion control measures with all other builders and the developer in order to achieve maximum cost-effective benefits. A single contractor handling all silt fencing, repairs, and regularly scheduled clean-up employing best management practices is preferred and may be implemented by the developer and charged to the builder in the event the builder does not provide for adequate management.
- The builder is responsible for erosion control measures on the lot(s). Any silt, sand, or mud washed or tracked onto adjacent streets or property shall be the responsibility of the builder and shall be cleaned up by the builder immediately.

Building Standards

In addition to complying with the design code for Avemore, the builder should construct homes that meet or exceed the National Association of Home Builder's National Green Building Standard (NGBS). The NGBS mandates the following:

- energy-efficiency improvements such as a high-performance building envelope, efficient HVAC systems, high-performance windows, and energy-efficient appliances and lighting.
- water conservation measures such as water-efficient

- appliances and fixtures, filtration systems and drought-resistant or low-maintenance landscaping.
- resource conservation using materials and techniques such as engineered wood and wood alternatives, recycled building materials, sustainably harvested lumber, and more durable products,
- indoor environmental quality considerations such as effective HVAC equipment, formaldehyde-free finishes, low-allergen materials, and products with minimum off-gassing or low-volatile organic compounds (VOCs),
- site-design planning to minimizing disruption and preserve open spaces, and
- home owner education through manuals and operating guides.

Site and Street Clean-Up

Each builder is responsible for maintaining a clean job site at all times. Dumping concrete waste or other construction waste or materials is not permitted on any streets or lots not owned by the builder. Any materials staged in streets or on land not owned by the builder must be approved by the developer. The developer may fine the builder for any supplemental clean-up or removal required, including but not limited to the following:

- Street cleaning
- Trash pick-up on any areas within the development caused by the builder or a sub-contractor
- Materials, equipment, or vehicles blocking bike lanes or streets

Infrastructure Maintenance during Construction

- Construction materials and debris shall be contained with the builder's lot(s) and not in any of the streets, common areas, or adjacent lots not owned by the builder. Debris shall be cleaned from the lot(s) on each Friday. Any debris or materials found outside the limits of the lot(s) may be removed from the site by the developer at the builder's expense. The builder shall reimburse the developer within 15 days of receipt of any invoice for such expenses.
- Concrete truck wash-out / waste shall be contained within the builder's lot(s).
- Any damage to infrastructure improvement by the builder or the builder's contractors may be repaired by the developer at the builder's expense.
- The builder shall cooperate with the developer in the completion of any infrastructure work including alleys.
- During the builder's construction period, if site clean-up becomes an on-going problem, the builder shall be asked by the developer to provide two laborers to assist in a weekly clean-up effort.
- The developer may schedule a water truck and street sweeper to clean the streets on a regular basis. The builder shall contribute to the cost of the trucks, operators, and water usage on a pro rata basis.
- All above items will be enforced onsite by the developer.

Notes

A note on copyright:

All work in this presentation is copyrighted by Rhinehart Pulliam & Company. Any photographs not copyrighted by RP&Co are thought to be in the public domain.

Artists and designers make their livelihood on the intellectual work they produce. Any work worth using is worth buying. It is our belief that ongoing relationships with designers are the best way for all concerned to prosper. In terms of building design, designers gain a livelihood and can continue to produce; builders, developers, and homeowners gain an ongoing source of quality products that are free of legal entanglements. Please help us preserve an industry that can be successful for all involved.

A note on graphic design:

This presentation is set in Gill Sans which was designed by Eric Gill in 1926. Its originating application was on a sign that Gill painted on the fascia over a bookshop owned by Douglas Cleverdon in Bristol, England.

Gill designed the face as a response to the typeface Kabel (named for the transatlantic communications cable), which was designed in Germany and indicative of the technological modernity popular on the continent. Not to be outdone, the Monotype Corporation published the fully-developed Gill San typeface in 1928.

The design was later picked up by the London and North Railroad and used extensively in its publications and signage for many decades. Eventually, British Railways adopted the face nationwide. Although British Rail discontinued its use in 1965, it retains its long-time association with rail signage and publications. It is currently the official face of the British government and the BBC, although the BBC has moved away from using it comprehensively in recent years. It also serves as the typeface for the Church of England in their common Worship service books. Gill Sans was the fifth most popular-selling typeface for the Monotype Corporation in the 20th Century.

Eric Gill was an accomplished sculptor and graphic artist and was trained as an architect. We use his typeface here to honor its intimate connection with building signage, from its first application on a bookstore to its use on structures today.



Rhinehart Pulliam & Company
LLC

770.713.3239 / 404.308.0439



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-07-21 – Parcel #: V06 0040139 -116 Reed Road

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Inline Communities, LLC of Atlanta, GA has requested a rezoning of a 75-acre vacant parcel from Single-Family Agricultural (AG) to Single-Family Urban (R2).

BACKGROUND: The applicant proposes to construct 194 single-family detached homes on the parcel. The parcel was previously zoned Rural Development (RD) under the Unified Development Code and was laterally rezoned to AG upon the citywide rezoning in 2020. No variances have been applied for.

STAFF RECOMMENDATION: Staff recommends approval with conditions:

- Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the rezoning request from Inline Communities, LLC of Atlanta, GA for a rezoning from AG to R2.

Reed Road

Villa Rica, Georgia

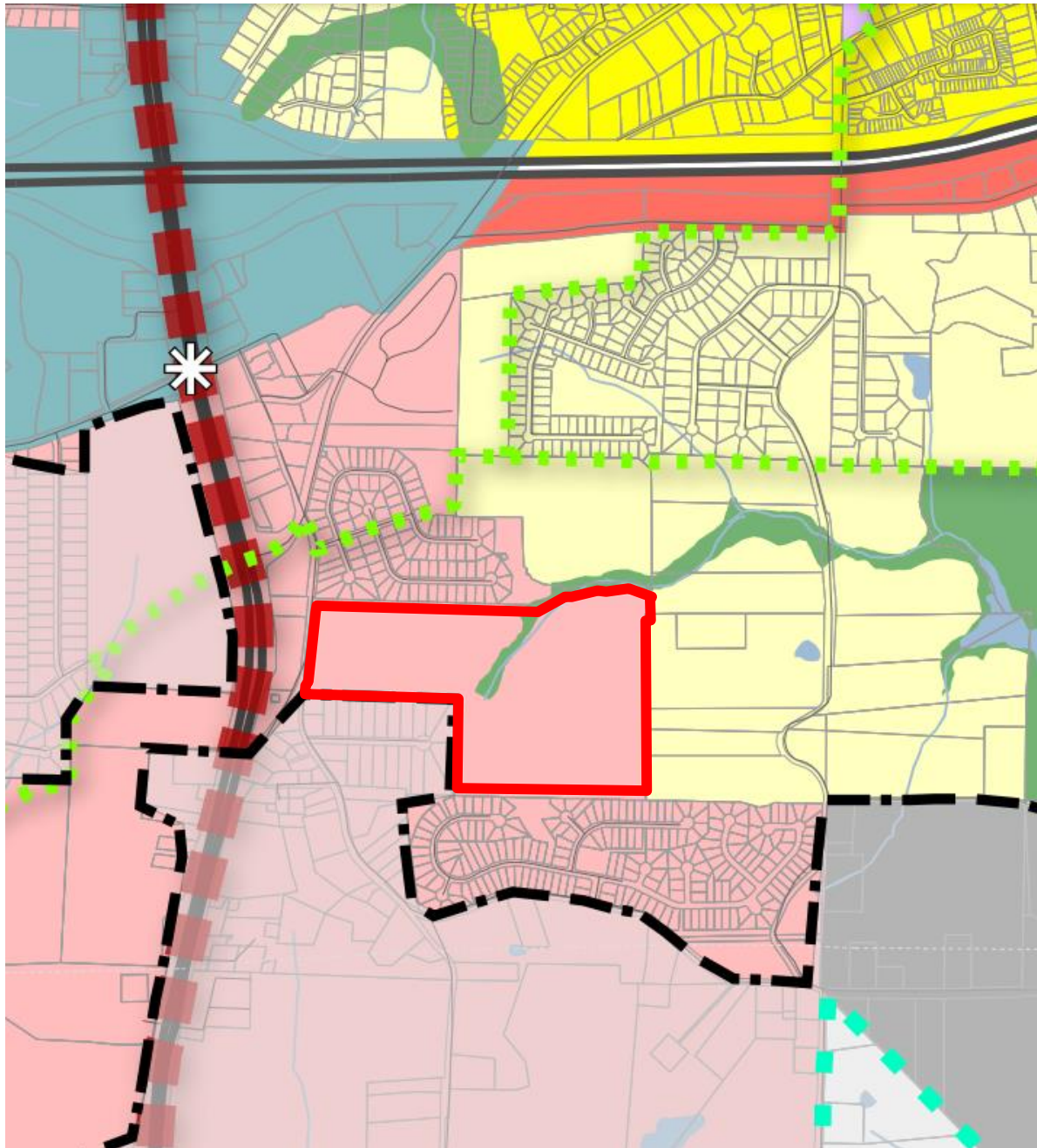
Location



Surrounding Land Uses



Rezoning is consistent with the Comprehensive Plan. R-2 is a suitable zoning district for the site's Suburban Village FLU designation.



Future Land Use:

- Suburban Village
- Future Land Use supports this rezoning.

Current Zoning:

- AG (Single-Family Agriculture)

Proposed Zoning:

- R2 (Single Family Urban)

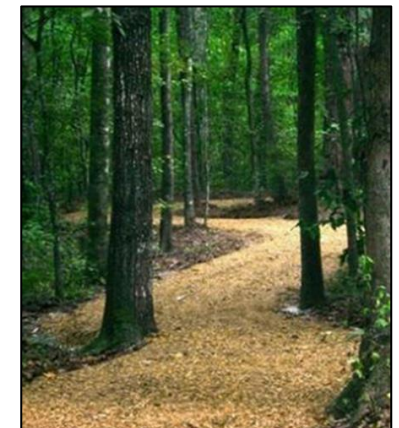
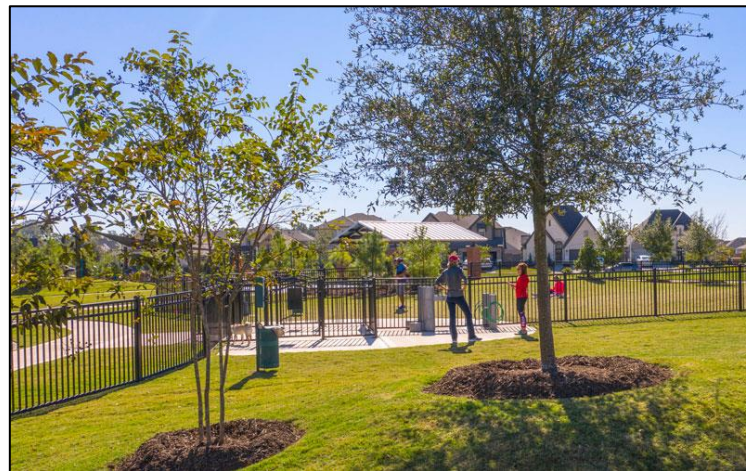
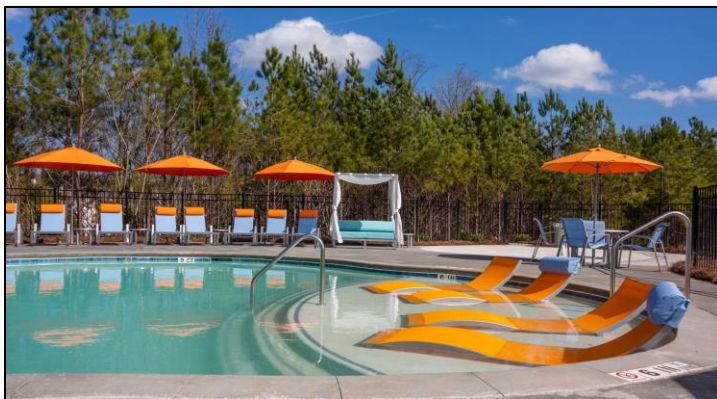
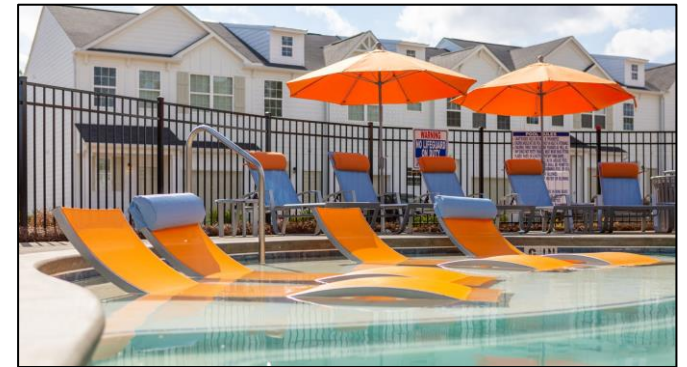
	CONSERVATION / OPEN SPACE		ACTIVITY CENTERS
	TRADITIONAL NEIGHBORHOOD		DOWNTOWN
	SUBURBAN NEIGHBORHOOD		INDUSTRIAL
	URBAN VILLAGE		COMMERCIAL
	SUBURBAN VILLAGE		MEDICAL
	COMMUNITY CROSSROADS		PROPOSED GREENWAY TRAIL
	I-20 GATEWAY		PROPOSED ROAD PROJECTS
			URBAN GROWTH AREA

Proposed Site Plan Details – 194 Single Family Homes on 75 Acres



- Amenitized single-family neighborhood, including pool, cabana, pocket parks, walking trails, a tot lot & more
- Mix of 52' and 62' wide lots.
- Minimum 8500 square feet (2.6 lots/acre)
- Deep lots with a minimum 10' buffer against adjacent residential zoning
- 100% 2-car garage
- 19.02 Acres of Open-Space provided (25.4% of site)

Amenities



There is a critical housing shortage in Villa Rica...as well as Nationwide

- In the City of Villa Rica, there is only 0.98 months-of-supply (MOS) of inventory (FMLS Data). “Normal” was typically 6-7 months-of-supply. Potential buyers have very limited home supply to purchase in and around Villa Rica.
- That’s only 13 homes for sale in the City of Villa Rica, and they are 46 years old on average (FMLS).
- **Few new home opportunities exist** -- only 21% of the City’s closings last year were 10 years old or newer.
- **We are building less than we were in the 90’s** -- June’s activity was below the number of housing starts the US experienced during an average June in the 1990s, when the country’s populations was about a fifth lower than it is now. (Wall Street Journal)
- The nationwide housing market is under-supplied by 5.5-6.8 million homes. (National Association of Realtors)

Elevation Examples



Elevation Examples



Traffic Patterns and Future Improvements

Existing traffic delay at
Tolbert Dr and Carroll Rd

Full Neighborhood Access
Driveway 1



Right In-Right Out

Fire Restricted
Access only

Median Break allows
full access to Tolbert
from 61

Included Traffic Improvements:

1. A Left Turn Lane into Driveway 1 off Tolbert Drive will be constructed.
2. A Deceleration Lane into Driveway 1 (heading North) on Tolbert, will be constructed.
3. Inline is willing to donate \$25,000 towards "System Improvement" at Tolbert Drive and S Carroll Road.

Villa Rica Planning & Zoning Staff recommended **Approval with Conditions.**

- “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 a vacant property is not the highest and best use for the property given the acreage and the density recommendations stated in the Comprehensive Plan.”
- “The size of the lot as well as adjacent and nearby properties lend the impetus for more residential single-family development on this tract and other nearby tracts.”
- “The requested zoning would permit uses that are consistent with the surrounding area and would provide further growth along the Highway 61 corridor.”

Recommended Condition:

1. Receipt of a favorable sewer and water capacity letter from the city’s Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city’s Community Development Department upon receipt.

About Us

- Formed in early 2016 by Brad Smith and Bryan Musolf
- Brad is the Founder and Managing Partner of TPA Group
- Bryan is the former VP of Land Acquisition for John Wieland Homes & Neighborhoods



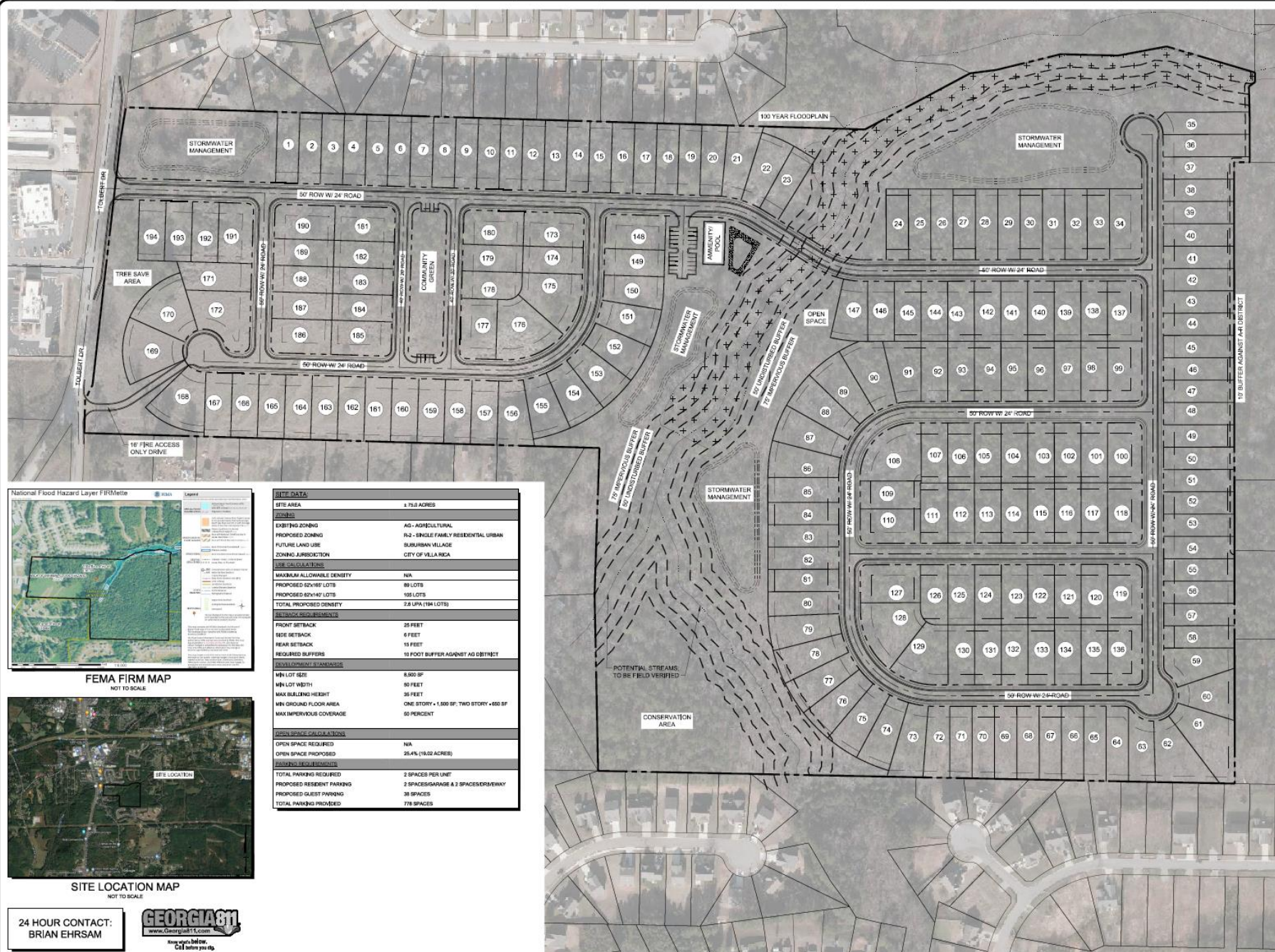
- Atlanta based, private real estate investment, acquisition, and development firm with over 35 million square feet, 30K acres developed, and \$15B in investment value.
- Specializes in diverse range of projects including industrial, office, master plans, retail, multi-family, and single-family.



- Identifies, entitles, and develops residential (single-family, townhomes), mixed-use, and for-rent opportunities throughout the Atlanta MSA.
- Active project portfolio includes 10 different metro municipalities.



Site Plan



P: (770) 451-2741 F: (770) 451-3915

WWW.PEC.PLUS



Planners & Engineers Collaborative -

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORETS + SURVEYING & CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

REED RD (116) @
W LIBERTY RD

**A MASTER PLANNED RESIDENTIAL
DEVELOPMENT**

AT
116 REED RD
VILLA RICA, GA 30180
CITY OF VILLA RICA JURISDICTION

FOR
INLINE COMMUNITIES

MUNICIPALITY PROJECT #

REVISIONS

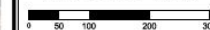
[illegible]

THIS SEAL IS ONLY VALID IF COUNTER SIGNED
AND DATED WITH AN ORIGINAL SIGNATURE.

PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

CONCEPTUAL MASTER PLAN



SCALE: 1" = 100'
DATE: 07/30/2021
PROJECT: 21153.00



C4

IN LINE
COMMUNITIES

Development Table

<u>SITE DATA:</u>	
SITE AREA	± 75.0 ACRES
<u>ZONING</u>	
EXISTING ZONING	AG - AGRICULTURAL
PROPOSED ZONING	R-2 - SINGLE FAMILY RESIDENTIAL URBAN
FUTURE LAND USE	SUBURBAN VILLAGE
ZONING JURISDICTION	CITY OF VILLA RICA
<u>USE CALCULATIONS</u>	
MAXIMUM ALLOWABLE DENSITY	N/A
PROPOSED 52'x165' LOTS	89 LOTS
PROPOSED 62'x140' LOTS	105 LOTS
TOTAL PROPOSED DENSITY	2.6 UPA (194 LOTS)
<u>SETBACK REQUIREMENTS</u>	
FRONT SETBACK	25 FEET
SIDE SETBACK	6 FEET
REAR SETBACK	15 FEET
REQUIRED BUFFERS	10 FOOT BUFFER AGAINST AG DISTRICT
<u>DEVELOPMENT STANDARDS</u>	
MIN LOT SIZE	8,500 SF
MIN LOT WIDTH	50 FEET
MAX BUILDING HEIGHT	35 FEET
MIN GROUND FLOOR AREA	ONE STORY - 1,500 SF; TWO STORY - 650 SF
MAX IMPERVIOUS COVERAGE	50 PERCENT
<u>OPEN SPACE CALCULATIONS</u>	
OPEN SPACE REQUIRED	N/A
OPEN SPACE PROPOSED	25.4% (19.02 ACRES)
<u>PARKING REQUIREMENTS</u>	
TOTAL PARKING REQUIRED	2 SPACES PER UNIT
PROPOSED RESIDENT PARKING	2 SPACES/GARAGE & 2 SPACES/DRIVEWAY
PROPOSED GUEST PARKING	28 SPACES
TOTAL PARKING PROVIDED	804 SPACES

August 12, 2021

PROPOSED REZONING ON PROPERTY
BY INLINE COMMUNITIES, LLC
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

The Carroll City-County Hospital Authority (the "Owner") is the Owner of land located on 116 Reed Road in Villa Rica, Georgia (the "Property"). An application for the rezoning from AG to R2 for single family homes was filed by InLine Communities, LLC (the "Applicant").

PROPOSED USE

The Applicant proposes to construct single family detached homes 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.

CITY HALL
AUG 13 2021 AM 11:59

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 single family detached homes 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.



August 13th, 2021

Whitney Cox, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Inline Communities, LLC
RA-07-21
Reed Road
Land Lot 126, District 6
Parcel #: V06 0040139
Acreage: 74.91
Ward: 2
Planning Board Member: David Rogers
City Council Member: Matthew Momtahan
City of Villa Rica, Carroll County, Georgia

Dear Ms. Cox:

Inline Communities, LLC (the Applicant) seeks a rezoning from Single-Family Agricultural (AG) to Single-Family Urban (R2) in order to construct 194 single-family homes on the site. The Applicant has not requested any variances.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Conceptual Master Plan, prepared by Planners & Engineers Collaborative+, unsigned and unstamped, dated August 13th, 2021;
2. Application Checklist, notarized and dated August 5, 2021;
3. Zoning Map Amendment (Rezoning) Application, dated August 5, 2021;
4. Applicant Campaign Disclosure Form, undated;
5. Acknowledgement and Consent of Rezoning Application, notarized and dated August 3, 2021, signed by Timothy Warren, Chairman of The Carroll City – County Hospital Authority;
6. Corrective Warranty Deed, dated October 20th, 2006, signed by James R. Giffin;



7. Applicant Statement of Intent, prepared by Kenneth J. Wood, P.E., LEED AP, President of Planners & Engineers Collaborative+, dated August 5th, 2021;
8. Notice of Constitutional Challenge, unsigned and dated August 12, 2021.
9. Photos of Conceptual Architecture, prepared by Inline Communities, undated.

A. Existing Conditions

The subject property is located east of Tolbert Drive. The parcel has 382.43' of frontage along Tolbert Drive to the north. The tract is currently zoned Single-Family Agricultural (AG) and feature undeveloped land. The property borders the city's southern and western boundary directly adjacent to unincorporated Carroll County.

The subject property is adjacent to residential uses in the existing Augusta Woods and Twin Oaks subdivisions to the south and north, respectively, both of which are in the city limits. The property also borders the Southside manufactured home subdivision in unincorporated Carroll County to the south. Directly west of the site across Tolbert Drive are commercial uses (Starbucks, Moe's Southwest Grill, Bojangles, Paradise Auto Spa and Noire Nail Bar).

A stream cuts across the property from the northeast corner of the lot and following the northern property line, and cutting across the southwestern section of the lot. The applicant has identified a possible second stream connecting from the interior of the lot from the identified stream in a southeasterly direction to the southern property line. No easements have been identified on the preliminary layout or property survey.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Planned Unit Development (PUD)	Suburban Village Conservation / Open Space
East	Single-Family Agricultural (AG) – City Agriculture (A) – County	Suburban Neighborhood – City Residential – County
South	Planned Unit Development (PUD) – City Manufactured Home Subdivision (MHS) – County	Suburban Village – City Residential – County
West	Commercial Medium-Density (C2)	Suburban Village



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The entirety of the parcel is vacant and has been vacant throughout its existence. The Unified Development Code (UDC) zoned the property as Rural Development (RD). The parcel was rezoned in 2020 during the citywide rezoning from RD to AG, which was considered a lateral rezoning. The Carroll City – County Hospital Authority has owned the property since at least 1985.

The property was subject to annexation into the city limits in 2003 as part of application case



number ANNEX-01-03. The City Council approved the annexation and staff updated the Zoning Map to reflect the changes at that time, rezoning the property to the RD classification as required in the Zoning Ordinance at that time. The property owner/applicant did not have plans at that time to develop the property, according to the application's staff report.

An application was filed for a rezoning in February of 2021 and subsequently withdrawn by Trademark Quality Homes to construct 157 homes on the parcel and to also utilize the currently proposed R-2 zone. The applicant withdrew the application upon further due diligence and discovery of rock on the site.

C. Proposed Development

The applicant is under contract for the parcel with the intent to construct 194 detached single-family dwellings within the confines of the area as described in Section A. The applicant has proposed to rezone the property to R2 from AG, which would require 8,500 sq. ft. lots. The applicant is proposing minimums of 8,500 sq. ft. lots. The proposed density is 2.8 du/acre and will provide a buffer from the AG zone of 10'. The applicant is proposing 25.4% of the land area for open space, equal to 19.02 acres. The applicant has advised that each house will have a two car garage and at least two spaces within the driveway for parking. 38 guest parking spaces will be installed throughout the development. The development will also feature a conservation area, three stormwater management facilities, a community green and amenity/pool space. The applicant has indicated that land development would start in late-2022 with completion in mid-2023 (pending land development in a single phase), home starts in mid/late 2023 with a community close/build-out in 2027/2028.

See Table 2 below for yard and bulk requirements in the R2 Zone:

TABLE 2 - BULK REQUIREMENTS – R2 SINGLE-FAMILY URBAN ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (sf)	8,500	8,500	C
Minimum Lot Width (ft)	50	50	C
Minimum Front Yard Setback (ft)	25	25	C
Minimum Rear Yard Setback (ft)	15	15	C
Minimum Side Yard Setback (ft)	6	6	C
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	35	35	Unknown
Maximum Impervious Coverage (%)	50	50	Unknown
Minimum Heated Square Feet (sf)	1,500	1,500 – One Story 650 – Two Story	Unknown

The development is proposed to have city sewer and water, and will draw sewer access from one of the adjacent subdivisions. All right-of-ways are proposed to be 50' in width.

*Design Standards*

The city has design standards for all detached single-family developments in Section 9.01 of the Zoning Ordinance to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The applicant has proposed several common areas and open space totaling 19.02 acres (25.4% of the site area), whereas the ordinance requires a total of 6 acres (8% of the site area) for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
<u>Non-Qualifying Open Space</u>	<u>Qualifying Open Space</u>
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'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 of amenities for single-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 two (3) amenities." The applicant proposes to construct three amenities in the development and has proposed a pool and cabana, walking trail, and a third amenity to be determined. Based on the Conceptual Master Plan, this meets the ordinance requirements, subject to the City Council accepting the walking trail as an amenity.

Offsite Improvements

Several off-site improvements are also proposed along Tolbert Drive. The developer proposes acceleration and deceleration lanes along with sidewalks on Tolbert Drive. No other off-site improvements are indicated on the plat. The developer also proposes a "tree save" area, stormwater management area, and a 16' "fire access only" drive.

Density

The applicant has proposed a gross density of 2.8 dwelling units per acre (du/acre) for the entire development, based on the Conceptual Master Plan submitted. As this development is located within the R2 Zone, the maximum density permitted is 5.12 du/acre. The development meets the required density in the zone.

Flood Plain

A stream (identified as Keaton Creek on FEMA maps) cuts through the property in a northeasterly/southwesterly direction. Based on the Conceptual Master Plan submitted, the



applicant appears to abide by all buffer requirements from the stream (25' state buffer, 50' city stream buffer and 75' city impervious buffer). A permit may be required from the United States Army Corps of Engineers in order to construct a stream crossing with a roadway to access the proposed lots in the rear of the subdivision. Figure 2, below, indicates the flood zone map for the property:

National Flood Hazard Layer FIRMette

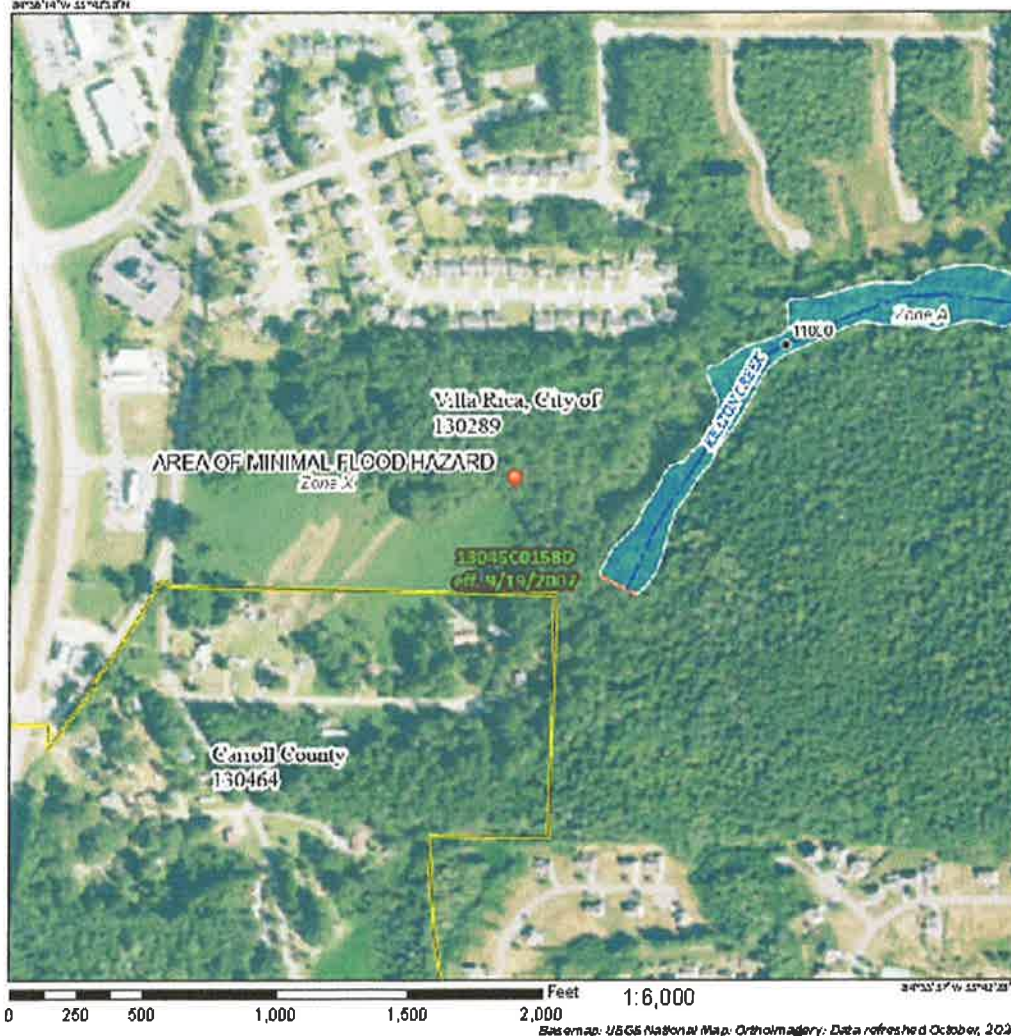


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D

Buffering/Screening/Tree Conservation:

A landscaping plan will be required to be submitted by the applicant at the time of Final Plat submittal. Section 7.05(7) of the zoning ordinance requires that a twenty (20) foot wide landscape area adjacent to the road or right-of-way be provided, and must be designated as “common area” or placed in a landscape easement. In addition, several shrubs and trees must be planted within this



area. Trees are to be planted at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Shrubs are to be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Decorative perimeter fencing is also required within a common area adjacent to the right-of-way.

Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots within the newly formed subdivision are also required to have two trees each, and ten (10) shrubs. All 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

Additional landscape areas, such as surrounding retention ponds, street trees and other planting requirements will be enforced by the department as required, including the planting and buffering specified above.

D. 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 “Suburban Village” and “Conservation/Open Space” as future land use character areas for the parcels. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more



suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”

The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1) Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional	Office Medical Institutional (OMI)

The intent of the Conservation/Open Space Character Area is as follows:

“Protect environmentally sensitive areas and open space for conservation and passive recreation purposes. Prevent degradation to natural resources in areas that have developer or have the potential to develop. 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.”



The character area has design principals that do not recommend residential construction and minimal impervious coverage. The major objective of the character area is to preserve land for natural landscapes and to maintain and create connections between natural features.

The proposed development appears to meet the intents of both character areas in the Comprehensive Plan.

- ii. **Current conditions and the character of current structures and uses in each district;**
The lot is vacant with no uses or structures. The character of the AG zone is typical of a single dwelling unit or vacant land, whereas the character of the R2 zone is typical of a single-family suburban-style subdivision to which the applicant intends to construct. Uses to the north and south are considerably similar to the proposed development. The general vicinity of properties east of the site on Daniel Road are established residential properties on large parcels or vacant land.
- 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 a vacant property is not the highest and best use for the property given the acreage and the density recommendations stated in the Comprehensive Plan.
- iv. **The conservation of property values throughout the jurisdiction; and**
Property values are expected to be increased by the new housing stock and further reduction of vacant parcels in the city should the rezoning and development of the lot materialize.
- v. **Responsible development and growth**
The rezoning would be in-kind with similar developments nearby, and the southwestern portion of the city is expected to grow with residential and commercial uses. The road network in the area provides for three different ways to gain access to Highway 61 for a better pattern of distribution of vehicles to and from the new community. The lot sizes proposed are approximately 1,500 sq. ft. smaller than other neighboring subdivisions, such as Augusta Woods and Twin Oaks, however this community proposes more open space. The lot size proposed meets the minimum standards in the R2 zoning district.

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;**

Tolbert Drive has had considerable residential development both within and outside of the city limits. The size of the lot as well as adjacent and nearby properties lend the impetus for more residential single-family development on this tract and other nearby tracts. This is the



only vacant parcel left within the city limits that is vacant on the road and it would be reasonable to expect further development pressure within this quadrant of the city. The rezoning will permit single-family homesites that have a minimum square footage of 8,500 sq. ft., whereas the PUD zoning that encompasses Augusta Woods and Twin Oaks has a minimum square footage of 10,000 sq. ft.

ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The use is not expected to affect the existing uses nearby or usability of any adjacent structures or lots. The use is consistent with the other neighborhoods to the north and south of the development from a use and lot area standpoint.

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 designations for appropriate zoning, which would allow for higher density and/or intensity. Because of the size and location of the parcel, along with development pressures along the Highway 61 corridor, the rezoning to single-family uses with smaller lot sizes than the 25,000 sq. ft. without sewer and 40,000 sq. ft. with sewer minimums required in the AG zone would give the parcel an economic advantage for courting uses.

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, however the ability to provide sewer capacity along and surrounding Highway 61 is becoming increasingly more difficult for the city which may complicate the ability for the development to materialize. Potential traffic impacts along South Carroll Road, Tolbert Drive, West Liberty Road and Highway 61 must be studied and reviewed by the City Engineer as a part of final plat approval.

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 Conservation/Open Space and Suburban Village as the land use character areas, which recommend for the conservation of natural features on the site near Keaton Creek (which the applicant is proposing to do) as well as subdivisions style developments along the entire southwestern side of the city. This is consistent with the requested zone change from AG to R2.

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.



The availability of sewer and water capacity for the subdivision would tremendously affect the developability of the parcel for the intended use. Poor capacity may hamper the ability to construct the number of homes that are sought.

E. Comments

1. 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.
2. 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.
3. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to Final Plat approval.

Recommendation:

Staff recommendation: APPROVAL WITH CONDITIONS

Reasons: The requested zoning would permit uses that are consistent with the surrounding area and would provide further growth along the Highway 61 corridor. However, the ability to service the development with adequate utility usage shall be confirmed prior to construction.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.

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 August 18, 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 to voice concern or support for the proposed actions.



Should you have any questions concerning the above comments please do not hesitate to contact me. I reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

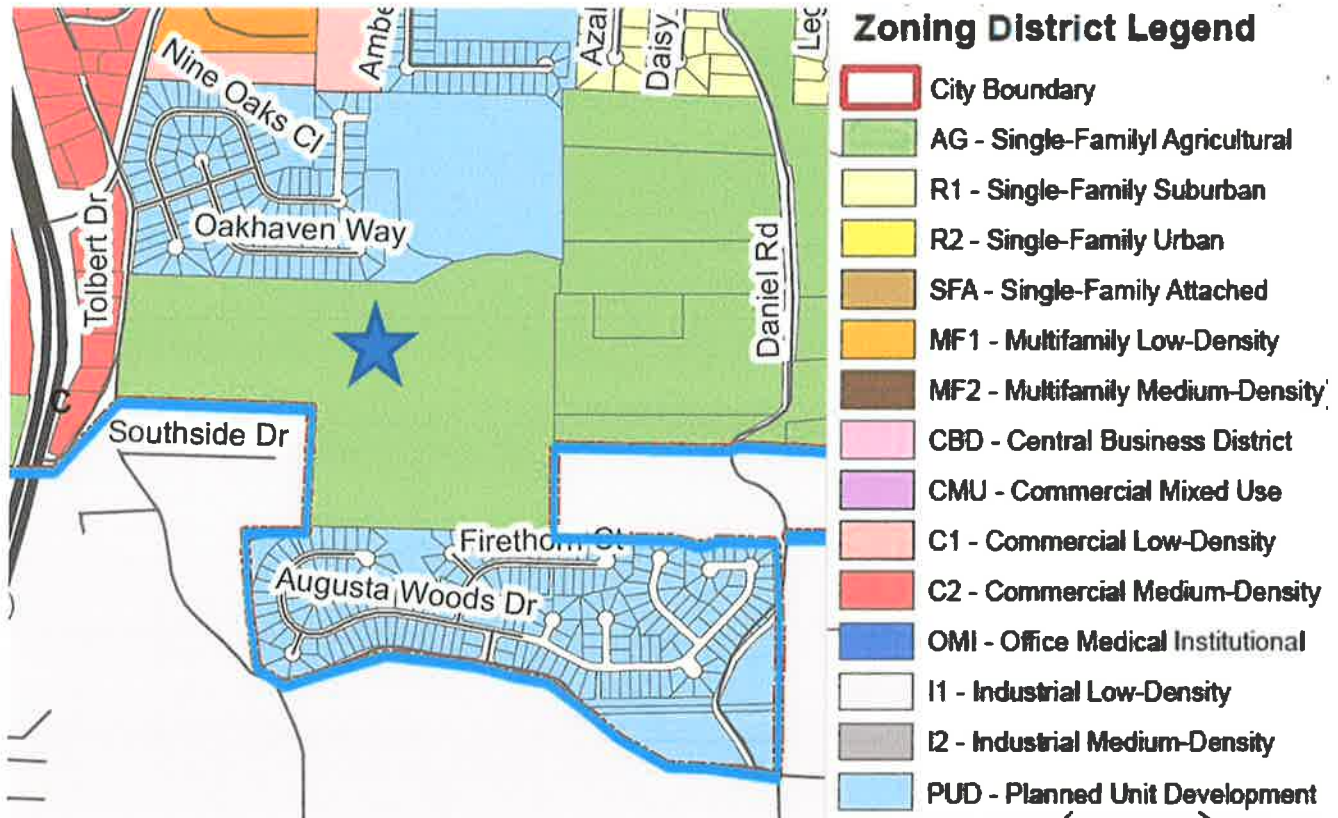
Planning & Zoning Specialist

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)



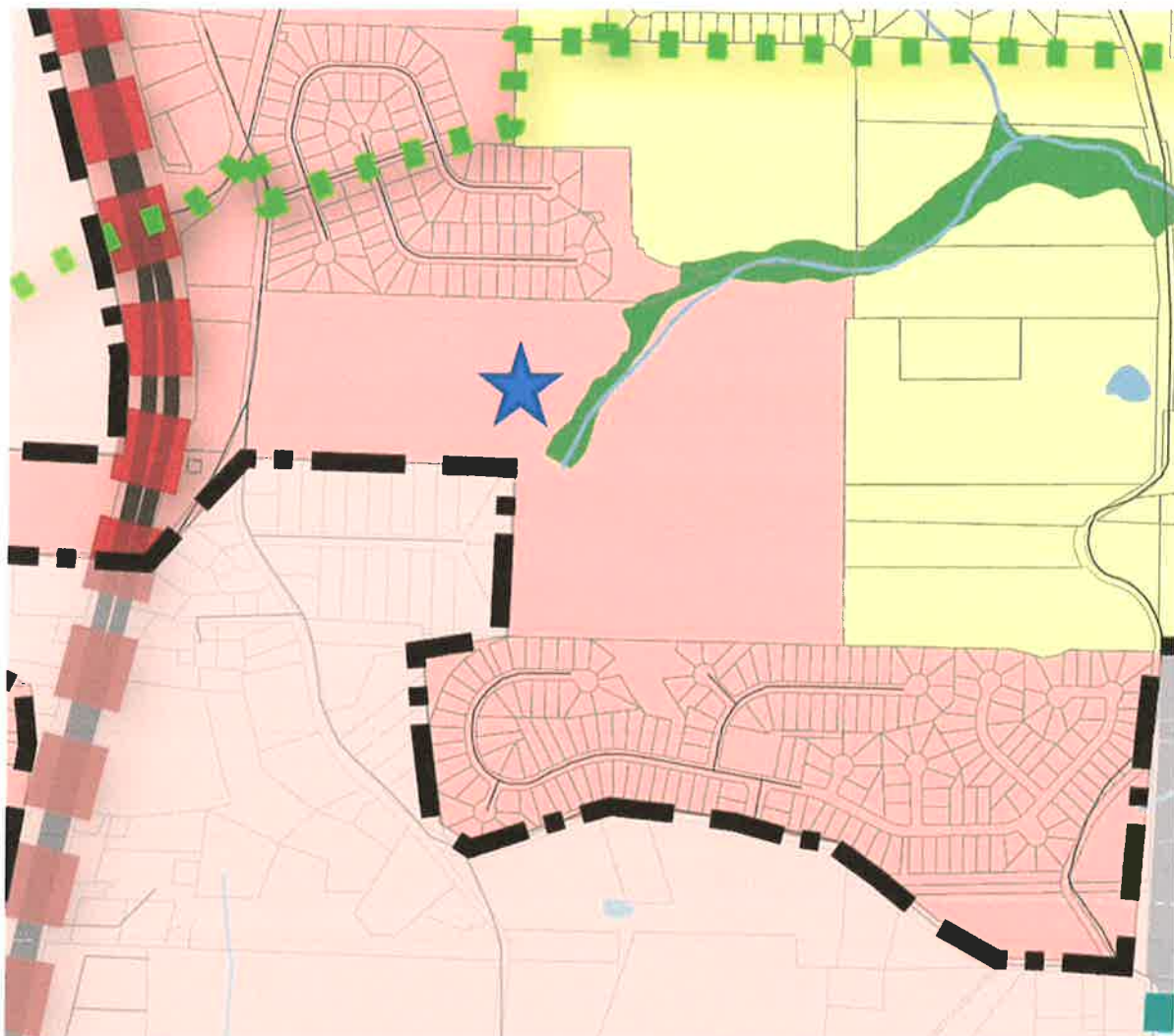
Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica 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





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: InLine Communities, LLC

Address: 1776 Peachtree Street NW - Suite 260S City: Atlanta State: GA Zip Code: 30309

Phone: (404) 895-0913 Fax: _____ Email: bryan@inlinecommunities.com

Agent Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Owner Name (If different from applicant): The Carroll City-County Hospital Authority

Address: 705 Dixie Street City: Carrollton State: GA Zip Code: 30117

Phone: (770) 836-9580 Fax: _____ Email: lhoward@tanner.org

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 - Agricultural Requested Zoning: R2 - Urban Single-Family Residential

Property Address: 116 Reed Road City: Villa Rica State: GA Zip Code: 30180

Nearest Intersection: Tolbert Drive and W. Liberty Road

Present Use of Property: Vacant/Wooded-Area

Proposed Use: Single-Family Detached Residential

Size of Tract: 75.0 acres Land Lot Numbers: 126 Districts: 06

Gross Density: 2.59 Unit(s) Per Acre Net Density: 2.93 Unit(s) Per Acre

Property Tax Parcel Number: V06 0040139



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, Bryan Musolf (InLine Communities, LLC), hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

 8/5/21
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.
- N/A*



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 applicant¹ 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 OFFICIAL ZONING MAP AMMENDMENT

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- ☒ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☒ 2. A site development plan prepared in conformance with submittal requirements (unless waived by the Community Development Director or requested zoning district is Single-Family Residential).
- ☒ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- ☒ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 5 day of August, 2021.

Bryan Musolf

Applicant's Name – Printed

Bryan Musolf
Signature of Applicant

Applicant's Attorney (If applicable) – Printed

Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this 5 day of August, 2021

Stephanie Graves

¹ APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.

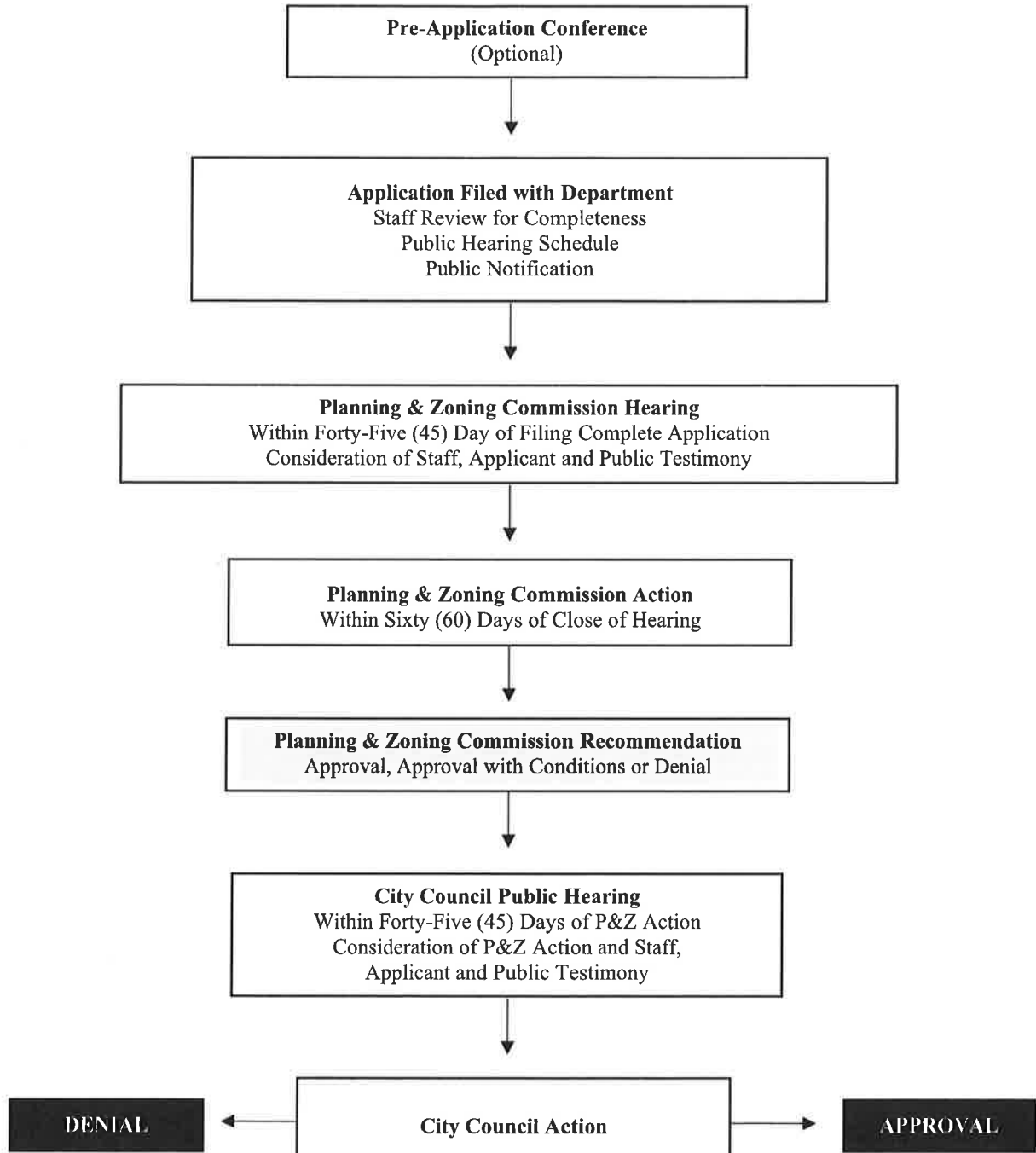




Case # _____

REZONING APPLICATION REVIEW

PROCESS





THE CITY OF VILLA RICA

CONTACT US

Community Development Directory/City Engineer <i>Bobby C. Elliott, P.E.</i>	(678) 840-1213	belliott@villarica.org
Deputy Community Development Directory <i>Chris Montesinos</i>	(678) 840-1237	cmontesinos@villarica.org
Administrative Assistant <i>Kirsten Pilgrim</i>	(678) 840-1219	kpilgrim@villarica.org
Licensing & Permitting Specialist <i>Nyree Simpson</i>	(678) 840-1224	nsimpson@villarica.org
Licensing & Permitting Clerk <i>Whitney Cox</i>	(678) 840-1230	wcox@villarica.org
Planning & Zoning Specialist <i>Ronald Johnson</i>	(678) 840-1238	rjohnson@villarica.org
Building Inspector/Site Plan Review <i>Peggy Allen</i>	(678) 840-1231	pallen@villarica.org
Code Enforcement Officer <i>Robert Francis</i>	(678) 840-1215	rfrancis@villarica.org
Code Enforcement Officer <i>Travell Daniels</i>	(678) 840-1215	tdaniels@villarica.org
Code Enforcement Officer/Site Inspector <i>Charlie Marlar</i>	(678) 840-1215	cmarlar@villarica.org

ACKNOWLEDGMENT AND CONSENT OF REZONING APPLICATION

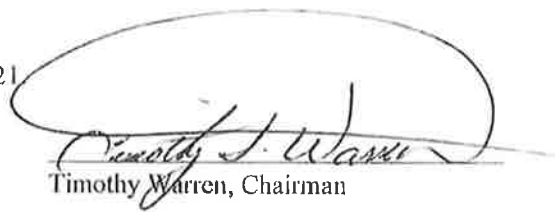
STATE OF GEORGIA
COUNTY OF CARROLL

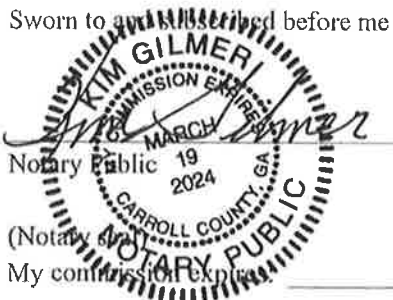
COMES NOW, Timothy Warren, Chairman of the CARROLL CITY – COUNTY HOSPITAL AUTHORITY (the “Authority”), who after being duly sworn does state:

1. I am the Chairman of the Carroll City – County Hospital Authority. I am familiar with the facts contained herein and I am duly authorized to sign and deliver this acknowledgment and consent in support of an application for rezoning being filed with the City of Villa Rica by InLine Communities, LLC.
2. The Authority is the record title holder of a tract of land containing approximately 75 acres located at 116 Reed Road, Villa Rica, Georgia 30180 and commonly known as Tax Parcel ID # V06 0040139 (the “Property”).
3. The Authority has entered into a sales agreement with InLine Communities, LLC for the purchase of the Property.
4. It is the understanding of the Authority that InLine Communities, LLC intends to construct single family homes on the Property that will require a zoning classification of R-2 for the Property.
5. The Authority consents to the application of InLine Communities, LLC for rezoning of the Property to a zoning classification to R-2.

So stated, this 3 day of August, 2021

Sworn to and subscribed before me


Timothy Warren, Chairman


(Notary Seal)
My commission expires _____

110431

BK PG

3755 248

PT-61 022-2001-007635
 CARROLL COUNTY, GEORGIA
 REAL ESTATE TRANSFER TAX
 PAID - 0-
 DATE 10-25-06
Henrietta H. Hines
 CLERK OF SUPERIOR COURT

FILED
 GA. CARROLL COUNTY
 CLERK OF SUPERIOR COURT

06 OCT 25 PM 4: 04

Henrietta H. Hines
 CLERK OF SUPERIOR COURT

Prepared by:
 Stacey L. Blackmon
 ✓ Tisinger Vance, P.C.
 100 Wagon Yard Plaza
 P.O. Box 2069
 Carrollton, Georgia 30117

CORRECTIVE WARRANTY DEED

GEORGIA, CARROLL COUNTY

THIS INDENTURE, made this 20th day of October, 2006, between JAMES R. GIFFIN of said State and County, as party of the first part, hereinafter called "Grantor" and CARROLL CITY -COUNTY HOSPITAL AUTHORITY, as party of the second part, hereinafter called "Grantee." (The words "Grantor" and "Grantee" to include their respective heirs, successors and assigns, and to include the masculine, feminine or neuter gender where the context requires or permits).

WITNESSETH, that Grantor, for and in consideration of the correction of prior deed has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that tract or parcel of land lying and being in Land Lots 126, 127 and 130 of the 6th District, Carroll County, Georgia, described as BEGINNING at the corner common to Land Lots 126, 127, 130 and 131; from thence east along the north line of Land Lot 127 a distance of 610.5 feet to a corner; thence north 63 degrees east 280.5 feet; thence north 89 degrees east 660 feet; thence south 82.5 feet; thence east 49.5 feet; thence south 82.5 feet to the north line of Land Lot 127; thence south 1518 feet; thence west 1,534.5 feet to the east line of Land Lot 126; thence north along said land lot line 759 feet; thence west 1435.5 feet to the eastern right-of-way of Bankhead Highway; thence along said right-of-way north 12 degrees east 792 feet to the north line of Land Lot 126; thence east along the northern line of said lot a distance of 1,320 feet to the POINT OF BEGINNING.

LESS AND EXCEPT all property conveyed by O. F. Boyd to the Department of Transportation by right-of-way deed dated November 9, 1972, recorded in Deed Book 269, page 295, Carroll County, Georgia, Deed Records.

The purpose of this Corrective Warranty Deed is to correct the legal description contained in that certain Warranty Deed from James R. Giffin to Carroll City-County Hospital Authority, dated October 1, 1985, recorded in Deed Book 507, page 592, Carroll County, Georgia, Public Real Estate Records.

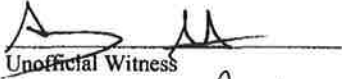
TO HAVE AND TO HOLD, said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to same, being, belonging or in anywise appertaining, to the proper use, benefit and behoof of said Grantee, forever in FEE SIMPLE.

AND SAID GRANTOR WILL WARRANT and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor has signed, sealed and delivered this Corrective Warranty Deed, the day and year first above written.

 (SEAL)
JAMES R. GIFFIN

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 25, 2007
BOUNDED THIS NOTARY PUBLIC UNDERWRITERS



439948-1

OCT 26 2006
RECORDED _____ KENNETH SKINNER, CLERK

August 12, 2021

PROPOSED REZONING ON PROPERTY
BY INLINE COMMUNITIES, LLC
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

The Carroll City-County Hospital Authority (the "Owner") is the Owner of land located on 116 Reed Road in Villa Rica, Georgia (the "Property"). An application for the rezoning from AG to R2 for single family homes was filed by InLine Communities, LLC (the "Applicant").

PROPOSED USE

The Applicant proposes to construct single family detached homes 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.

UP CITY HALL
AUG 13 2021 AM 11:59

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 single family detached homes 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.



8/5/2021

Re: **Written Statement for Rezoning
Reed Road Subdivision**

Dear Community Development officials,

This application is being filed on behalf of the owner and developer. The proposed rezoning would change the current zoning of the site located at Reed Road and W Liberty Road from Agricultural (AG) to Single-Family Detached (R-2) and would facilitate the development of a new, 194-lot single-family subdivision.

Please see below the responses to the criteria for consideration, specified on page 4 of the zoning application:

a. The proposed uses and 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 purposes of this code;

Surrounding uses include single-family detached subdivisions with densities similar to that of the proposed subdivision, some undeveloped or sparsely developed land, and highway commercial uses. The proposed use, a single-family detached subdivision, is not anticipated to have any major or detrimental effects on the surrounding areas. The proposed development will expand the established residential character, providing new homes with easy access to major roadways such as State Route 61 and Interstate 20. The homes will also provide additional rooftops and patronage opportunities for businesses in the immediate area.

b. Whether such change is consistent with the intent and purpose of this code and the goals and policies of the Comprehensive Plan;

The proposed zoning map amendment is consistent with the intent and purpose of the code and Comprehensive Plan. As specified in the Plan, the site has a future land use of 'Suburban Village.' The R-2 (formerly R-20) zoning district is included among zoning districts suitable for this land use designation. Primary land uses within this designation include detached single-family dwellings in a compact, small-size scale. This project embodies these tenets by proposing a compact, single-family detached subdivision near commercial uses, while maintaining the residential character just off the State Route 61 corridor.

c. The areas which are most likely to be directly affected by such change and the likely effects;

It is unlikely that significant negative change will occur in the area as a result of this project. The proposal respects the stream buffers established along the stream that runs through the site, in addition to providing ample stormwater management throughout the site. There is also a significant area of conservation in the southern corner of the site, along shared property lines. Because of these good-neighbor tactics, it is anticipated that negative externalities will not result from this project. However, as mentioned, the project will generate new rooftops to patronize the nearby commercial businesses, in addition to generating property tax revenues for the City of Villa Rica.

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;

The proposed amendment is part of the broader plan for the area to become suburban, instead of agricultural, in character. As development expands outward from the core of metropolitan Atlanta, more pressure will be put on the surrounding cities and counties. As a result, this plan is just that—a forward-thinking *plan*—to ensure the logical,

8/5/2021

orderly development of these areas ahead of time to account for new growth. The plan builds on existing residential character near the Highway 61 frontage, adding additional housing in a similar pattern at a similar density, which is not only respectful of the neighbors but also the future of this area.

e. The proposed time schedule and phasing for the development;

Proposed project schedule would have land development start in late-2022 with completion in mid-2023 (pending land development in a single phase), home starts in mid/late-2023 with a community close/build-out in 2027/2028.

f. The source/method for providing utility/infrastructure services to the property;

Water and sewer will be public utilities. It is not anticipated that upgrades are necessary outside of the site area, but where needed to support the proposed development, they will be added. Interior roads and right of ways will be public.

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;

The proposed development is comprised of an internal system of roads that will provide a circuit for residents to access all parts of the development. There is not anticipated to be inter-parcel access between the proposed development and adjoining subdivisions. There will be a full access entrance along Tolbert Road/W Liberty Road with acceleration and deceleration lanes. Because this is a secondary roadway, and not a primary arterial, it is not anticipated to cause an undue burden on existing traffic patterns.

h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.

The project will need to go through the land disturbance process upon approval of the rezoning. The project is not anticipated to trigger the GA DCA's DRI review. It is not anticipated that the project will need extensive review from other agencies outside of the City of Villa Rica.

Please do not hesitate to reach out to the development team with any questions you may have regarding the proposed development.

Sincerely,

Planners and Engineers Collaborative, Inc.



Kenneth J. Wood, P.E., LEED AP
President

For the Firm



Conceptual Architecture



Conceptual Architecture





350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

REED RD (116) @
W LIBERTY RD

A MASTER PLANNED RESIDENTIAL
DEVELOPMENT

AT
116 REED RD
VILLA RICA, GA 30180
CITY OF VILLA RICA JURISDICTION

FOR

INLINE COMMUNITIES

MUNICIPALITY PROJECT #

REVISIONS

[illegible]

THIS SEAL IS ONLY VALID IF COUNTER SIGNED
AND DATED WITH AN ORIGINAL SIGNATURE.

PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

CONCEPTUAL MASTER PLAN

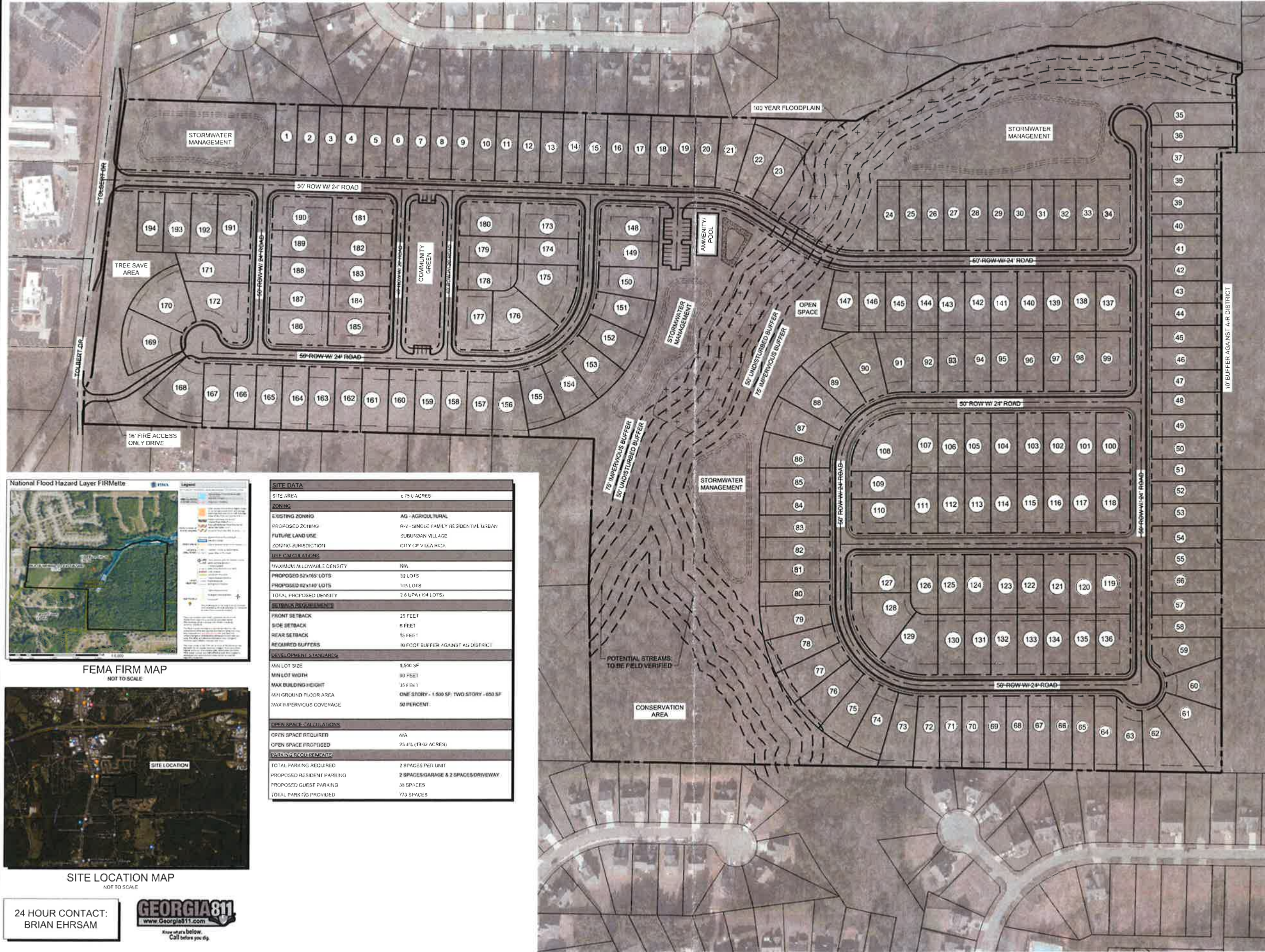


SCALE: 1" = 100'
DATE: 07/30/2021
PROJECT: 21153.00



C4

SHEET



FEMA FIRM MAP
(NOT TO SCALE)

SITE LOCATION MAP
NOT TO SCALE

24 HOUR CONTACT:
BRIAN EHRSAM

GEORGIA811
www.Georgia811.com
Know what's below.
Call before you dig.

**TRAFFIC IMPACT STUDY
FOR
RESIDENTIAL DEVELOPMENT ON TOLBERT DRIVE**

CITY OF VILLA RICA, GEORGIA



Prepared for:

***InLine Communities, LLC
1776 Peachtree Street NW, Suite 260S
Atlanta, Georgia 30309***

Prepared By:



A&R Engineering Inc.

2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com

August 23, 2021
A & R Project # 21-114

TABLE OF CONTENTS

Item	Page
1.0 Introduction	1
2.0 Existing Facilities / Conditions.....	3
2.1 Roadway Facilities	3
2.1.1 SR 61 (Carrollton Villa Rica Highway)	3
2.1.2 South Carroll Road	3
2.1.3 Tolbert Drive	3
2.1.4 W. Liberty Road.....	3
3.0 Study Methodology	4
3.1 Unsignalized Intersections	4
3.2 Signalized Intersections	4
4.0 Existing 2021 Traffic Analysis	6
4.1 Existing Traffic Volumes	6
4.2 Existing Traffic Operations	9
5.0 Proposed Development	11
5.1 Trip Generation	11
5.2 Trip Distribution	11
6.0 Future 2028 Traffic Analysis.....	14
6.1 Future “No-Build” Conditions	14
6.1.1 Annual Traffic Growth.....	14
6.2 Future “Build” Conditions	14
6.2.1 Auxiliary Lane Analysis	17
6.3 Future Traffic Operations.....	18
7.0 Conclusions and Recommendations.....	20
7.1 Recommendation for Site Access Configuration	20
Appendix	

LIST OF TABLES

Item	Page
Table 1 – Level-of-service Criteria for Unsignalized Intersections.....	4
Table 2 – Level-of-service Criteria for Signalized Intersections	5
Table 3 – Existing Intersection Operations	9
Table 4 – Trip Generation	11
Table 5 – GDOT Requirements for Left Turn Lanes	17
Table 6 – GDOT Requirements for Deceleration Lanes	17
Table 7 – Future Intersection Operations.....	18

LIST OF FIGURES

Item	Page
Figure 1 – Location Map.....	2
Figure 2 – Existing Weekday Peak Hour Volumes (during Covid-19).....	7
Figure 3 – Adjusted Existing Weekday Peak Hour Volumes	8
Figure 4 – Existing Traffic Control and Lane Geometry	10
Figure 5 – Site Plan.....	12
Figure 6 – Outer Leg Trip Distribution and Site Generated Peak Hour Volumes.....	13
Figure 7 – Future (No-Build) Peak Hour Volumes.....	15
Figure 8 – Future (Build) Peak Hour Volumes.....	16
Figure 9 – Future Traffic Control and Lane Geometry	19

1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact that will result from the proposed single family residential development that will consist of 194 homes. The development will be located to the northeast of the intersection of Tolbert Drive at W. Liberty Road (also known as Reed Road) in the City of Villa Rica, Georgia. The traffic analysis evaluates current operations compared to the future conditions with traffic generated by the development.



The development proposes access at the following locations:

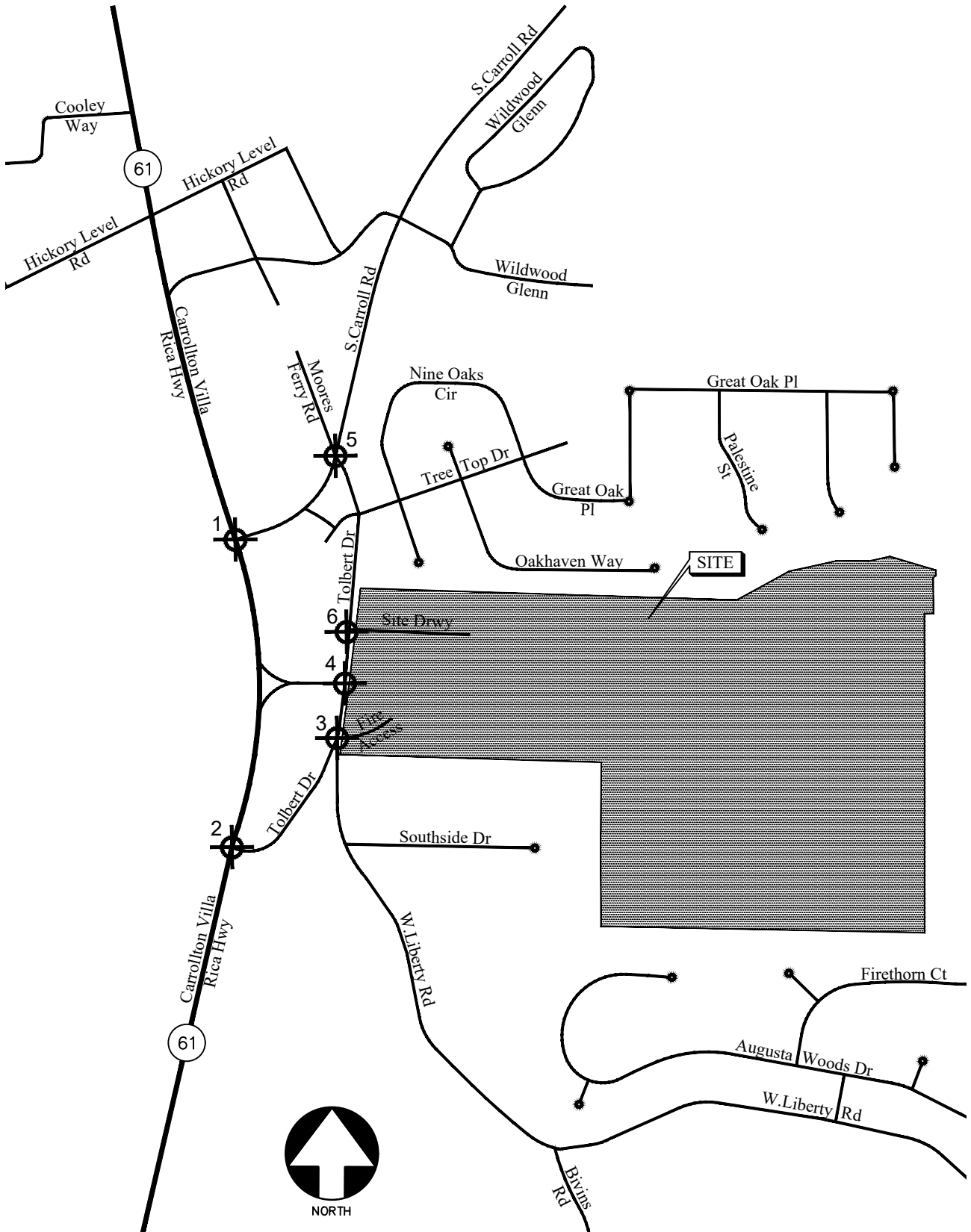
- Site Driveway 1: Proposed (Northern) Full Access Driveway on Tolbert Drive
- Site Driveway 2: Proposed (Southern) Emergency Access Only Driveway on Tolbert Drive

The AM and PM peak hours have been analyzed in this study. In addition to the site access point, this study includes the evaluation of traffic operations at the following intersections of:

1. SR 61 (Carrollton Villa Rica Highway) at South Carroll Road
2. SR 61 (Carrollton Villa Rica Highway) at Tolbert Drive
3. Tolbert Drive at W. Liberty Road
4. Tolbert Drive at SR 61-Tolbert Drive connector road
5. South Carroll Road at Tolbert Drive / Moores Ferry Road

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development and the surrounding roadway network is shown in Figure 1.

⊕ Study Intersections



LOCATION MAP

FIGURE 1

A&R Engineering Inc.

2.0 EXISTING FACILITIES / CONDITIONS

2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

2.1.1 SR 61 (*Carrollton Villa Rica Highway*)

SR 61 (Carrollton Villa Rica Highway) is a north-south, four-lane, median-divided roadway with a posted speed limit of 55 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 045-0152) indicate that the daily traffic volume on SR 61 (Carrollton Villa Rica Highway) in 2019 was 25,000 vehicles per day north of South Carroll Road. GDOT classifies SR 61 (Carrollton Villa Rica Highway) as an Urban Minor Arterial roadway.

2.1.2 *South Carroll Road*

South Carroll Road is a northeast-southwest, two-lane, undivided roadway with a posted speed limit of 45 mph in the vicinity of the site. GDOT traffic counts (Station ID 045-0441) indicate that the daily traffic volume on South Carroll Road in 2019 was 12,200 vehicles per day northeast of Wildwood Glen. GDOT classifies South Carroll Road as an Urban Minor Collector roadway.

2.1.3 *Tolbert Drive*

Tolbert Drive is a northeast-southwest, two-lane, undivided roadway without any posted speed limit.

2.1.4 *W. Liberty Road*

W. Liberty Road is a north-south, two-lane, undivided roadway with a posted speed limit of 25 mph in the vicinity of the site. W. Liberty Road is also known as Reed Road.

3.0 STUDY METHODOLOGY

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board's Highway Capacity Manual, 6th edition (HCM 6). Synchro software, which utilizes the HCM methodology, was used for the analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

3.1 Unsignalized Intersections

For unsignalized intersections at which the side street or minor street is controlled by a stop sign, the criteria for evaluating traffic operations are the level-of-service (LOS) for the turning movements at the intersection and the level-of-service for the overall intersection. Level-of-service is based on control delay incurred at the intersection. Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level-of-service is assigned a letter designation from "A" through "F". Level-of-service "A" indicates excellent operations with little delay to motorists, while level-of-service "F" exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross safely, resulting in extremely long total delays and long queues. The level-of-service criteria for two-way stop-controlled and all-way stop-controlled (unsignalized) intersections are given in Table 1.

TABLE 1 — LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS	
Level-of-service	Control Delay (sec)
A	≤ 10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

Source: Highway Capacity Manual

3.2 Signalized Intersections

For signalized intersections, it is necessary to evaluate both capacity and level-of-service in order to evaluate the overall operation of the intersection. The capacity analysis of an intersection is performed by comparing the volume of traffic using the various lane groups at the intersection to the capacity of those lane groups. This results in a volume/capacity (v/c) ratio for each lane group. A v/c ratio greater than 1.0 indicates that the volume of traffic has exceeded the capacity available, resulting in a temporary excess of demand. Although the capacity of the entire intersection is not defined, a composite v/c ratio for the sum of the critical lane groups within the intersection is computed. This composite v/c ratio is an indication of the overall intersection sufficiency.

Level-of-service for a signalized intersection is defined in terms of average control delay per vehicle, which is composed of initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The level-of-service criteria for signalized intersections, based on control delay, are shown in Table 2. Level-of-service “A” indicates operations with very low control delay, while level-of-service “F” describes operations with extremely high control delay. Level-of-service “E” is typically considered to be the limit of acceptable delay, and level-of-service “F” is considered unacceptable by most drivers.

TABLE 2 — LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS	
Level-of-service	Control Delay (sec)
A	≤ 10
B	$> 10 \text{ and } \leq 20$
C	$> 20 \text{ and } \leq 35$
D	$> 35 \text{ and } \leq 55$
E	$> 55 \text{ and } \leq 80$
F	> 80

Source: Highway Capacity Manual

4.0 EXISTING 2021 TRAFFIC ANALYSIS

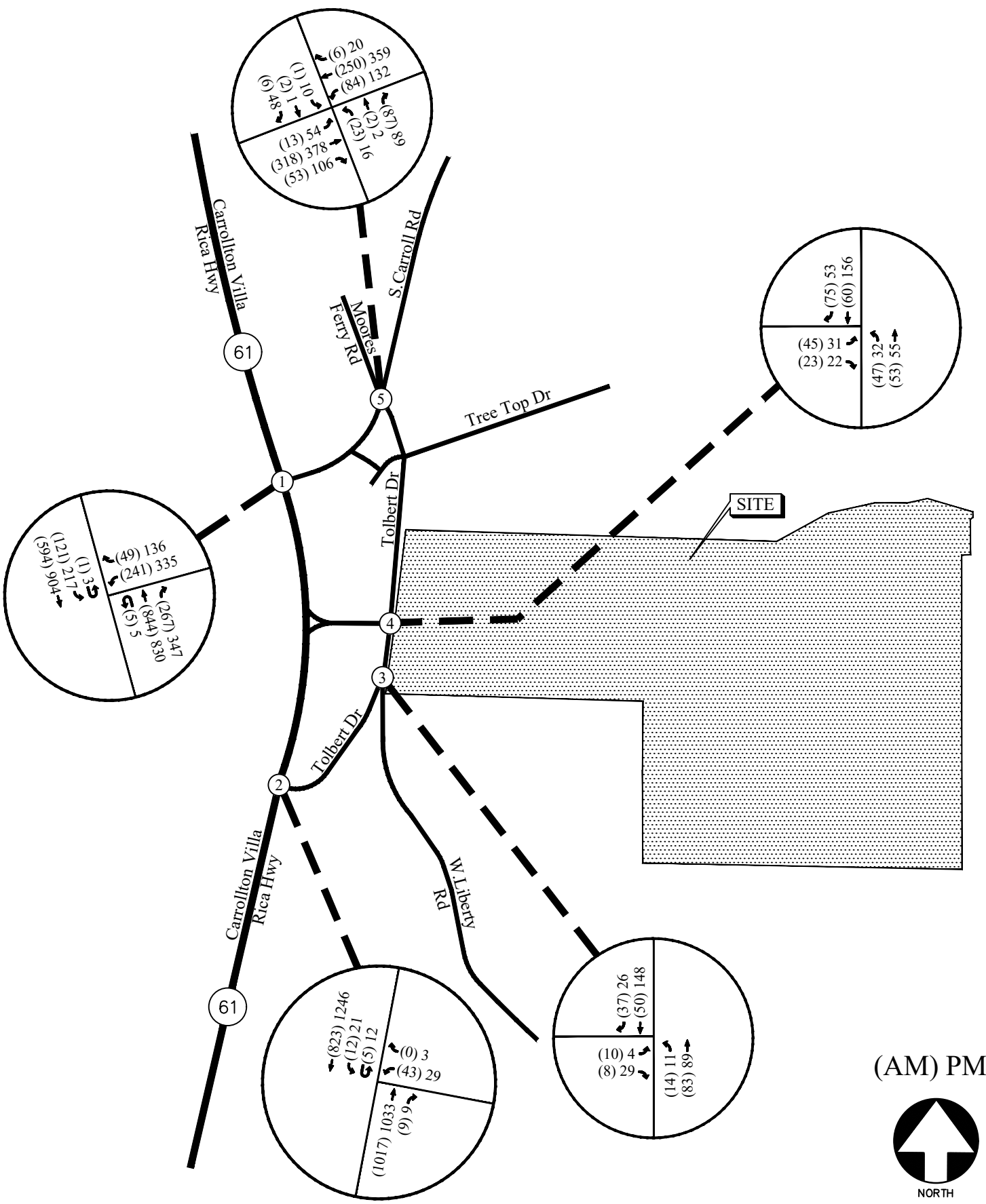
4.1 Existing Traffic Volumes

Existing traffic counts were obtained at the following study intersections:

1. SR 61 (Carrollton Villa Rica Highway) at South Carroll Road
2. SR 61 (Carrollton Villa Rica Highway) at Tolbert Drive
3. Tolbert Drive at W. Liberty Road
4. Tolbert Drive at SR 61-Tolbert Drive connector road
5. South Carroll Road at Tolbert Drive / Moores Ferry Road

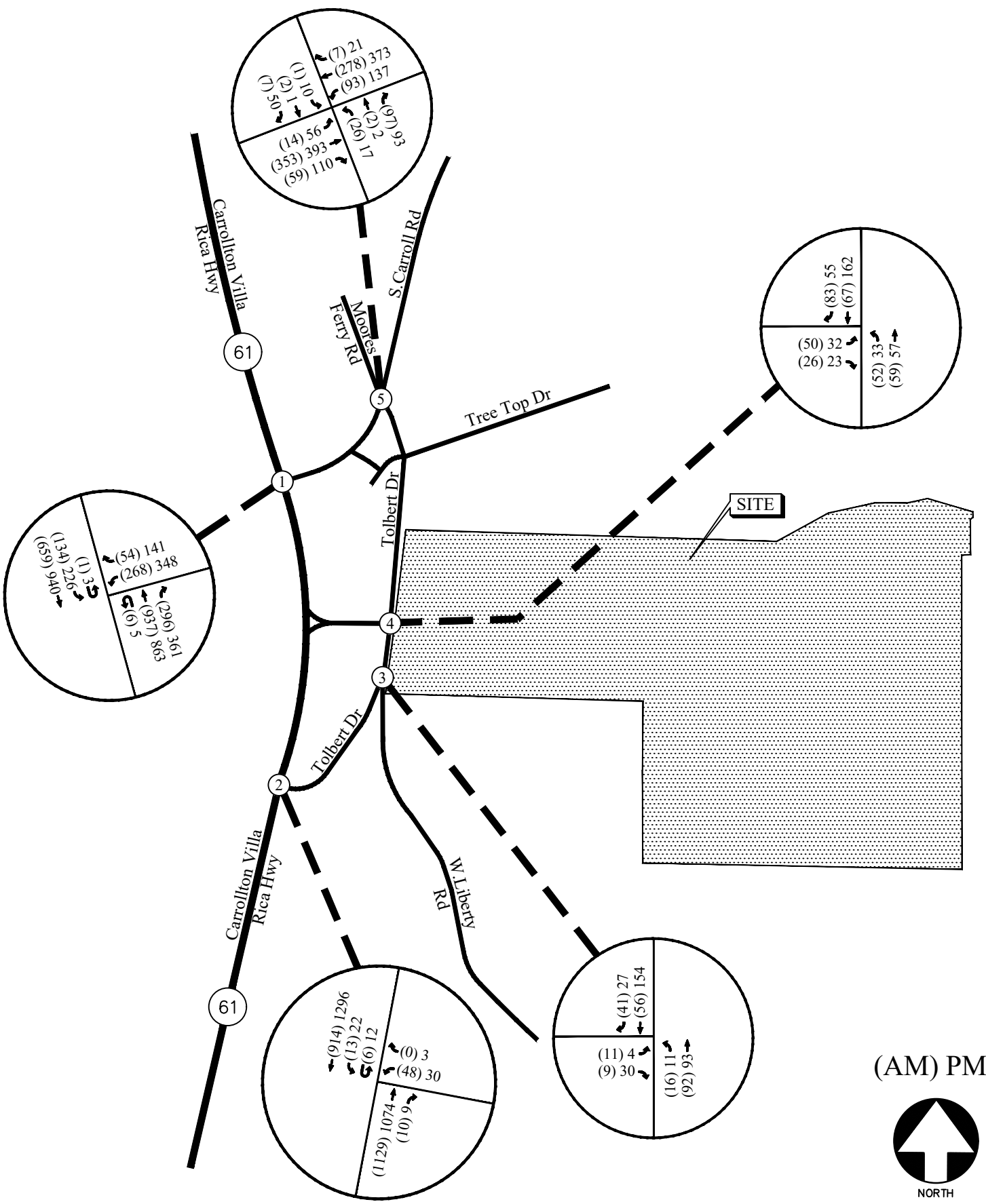
Turning movement counts were collected on Wednesday, July 14, 2021 during the AM and PM peak hours between 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, respectively. The four consecutive 15-minute interval volumes that summed to produce the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2.

To account for any abnormal traffic pattern due at the time of data collection, an adjustment factor was determined by calculating the difference between GDOT historical 2018 and recent 2021 bi-directional counts for the AM and PM peak hours on SR 61 (Carrollton Villa Rica Highway), north of South Carroll Road at GDOT Station ID 045-0152. After comparing the 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM peaks from both data sources, it was found that current traffic counts are, at an average, 11% lower in the AM peak hour and 4% lower in the PM peak hour. Therefore, the AM and PM peak hour counts shown in Figure 2 were increased by 11% and 4%, respectively. The adjusted existing peak hour volumes are shown in Figure 3 and were used in the existing traffic operations analysis.



EXISTING WEEKDAY PEAK-HOUR VOLUMES
(DURING COVID-19)

FIGURE 2
A&R Engineering Inc.



(AM) PM



ADJUSTED EXISTING WEEKDAY PEAK-HOUR VOLUMES

FIGURE 3

A&R Engineering Inc.

4.2 Existing Traffic Operations

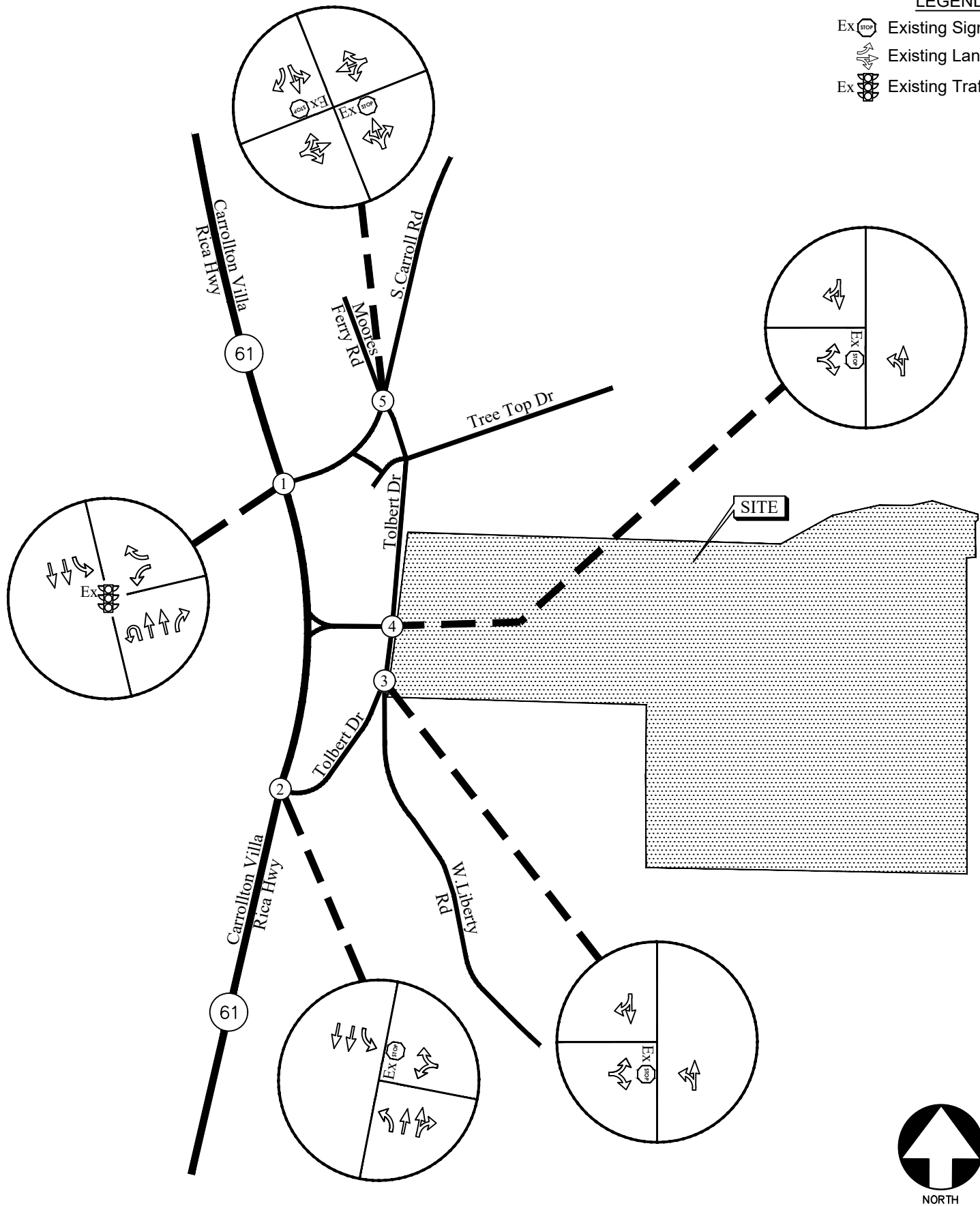
Existing 2021 traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analysis are shown in Table 3.

TABLE 3 — EXISTING INTERSECTION OPERATIONS				
Intersection		Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	<u>SR 61 (Carrollton Villa Rica Hwy) @ S. Carroll Road</u>	Signalized	<u>B (15.1)</u>	<u>B (18.8)</u>
	-Westbound Approach		E (57.0)	E (58.4)
	-Northbound Approach		B (10.9)	B (15.8)
	-Southbound Approach		A (5.9)	A (9.3)
2	<u>SR 61 (Carrollton Villa Rica Hwy) @ Tolbert Drive</u>	Stop Controlled on Westbound Approach	F (138.6)	F (104.6)
	-Westbound Approach -Southbound Left		B (11.7)	B (11.1)
3	<u>Tolbert Drive @ W. Liberty Road</u>	Stop Controlled on Eastbound Approach	A (9.5)	A (9.5)
	-Eastbound Approach -Northbound Left		A (7.5)	A (7.6)
4	<u>Tolbert Drive @ SR 61-Tolbert Drive connector</u>	Stop Controlled on Eastbound Approach	B (10.9)	B (10.5)
	-Eastbound Approach -Northbound Left		A (7.7)	A (7.8)
5	<u>S. Carroll Road @ Tolbert Drive / Moores Ferry Road</u>	Stop Controlled on Northbound and Southbound Approaches	A (7.9)	A (8.4)
	-Eastbound Left		A (8.6)	A (9.2)
	-Westbound Left		C (17.1)	D (26.5)
	-Northbound Approach		B (14.2)	C (20.7)
	-Southbound Approach			

The results of the existing traffic operations analysis shown in Table 3 indicate that the signalized intersection of SR 61 (Carrollton Villa Rica Hwy) and S. Carroll Road is operating at level-of-service “B” during the AM and PM peak hours. The existing traffic control and lane geometry for the intersections are shown in Figure 4.

LEGEND

- Ex  Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal



EXISTING TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 4

A&R Engineering Inc.

5.0 PROPOSED DEVELOPMENT

The proposed single family residential development will include 194 homes will be located to the northeast of the intersection of Tolbert Drive at W. Liberty Road (known as Reed Road) in the City of Villa Rica, Georgia.

The development proposes access at the following locations:

- Site Driveway 1: Proposed (Northern) Full Access Driveway on Tolbert Drive
- Site Driveway 2: Proposed (Southern) Emergency Access Only Driveway on Tolbert Drive

A site plan is shown in Figure 5.

5.1 Trip Generation

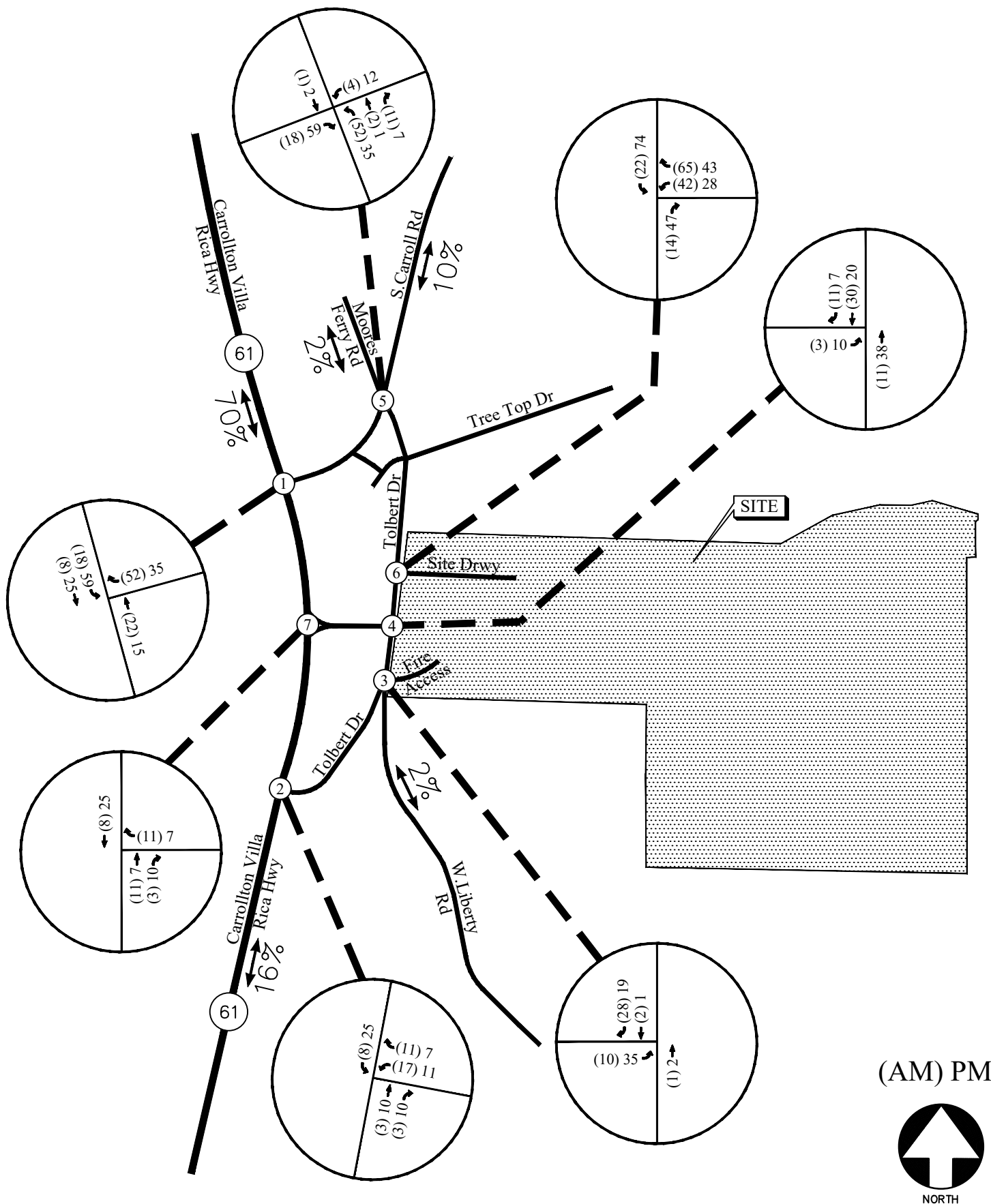
Trip generation estimates for the project were based on the rates and equations published in the 10th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation was based on the following ITE *Land Use: 210 – Single-Family Detached Housing*. The calculated total trip generation for the proposed development is shown in Table 4.

TABLE 4 – TRIP GENERATION								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
ITE 210 – Single-Family Detached Housing	194 Units	36	107	143	121	71	192	1,913

5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution and AM and PM peak hour new traffic generated by the site are shown in Figure 6.





TRIP DISTRIBUTION AND SITE-GENERATED
WEEKDAY PEAK HOUR VOLUMES

FIGURE 6
A&R Engineering Inc.

6.0 FUTURE 2028 TRAFFIC ANALYSIS

The future 2028 traffic operations are analyzed for the “Build” and “No-Build” conditions.

6.1 Future “No-Build” Conditions

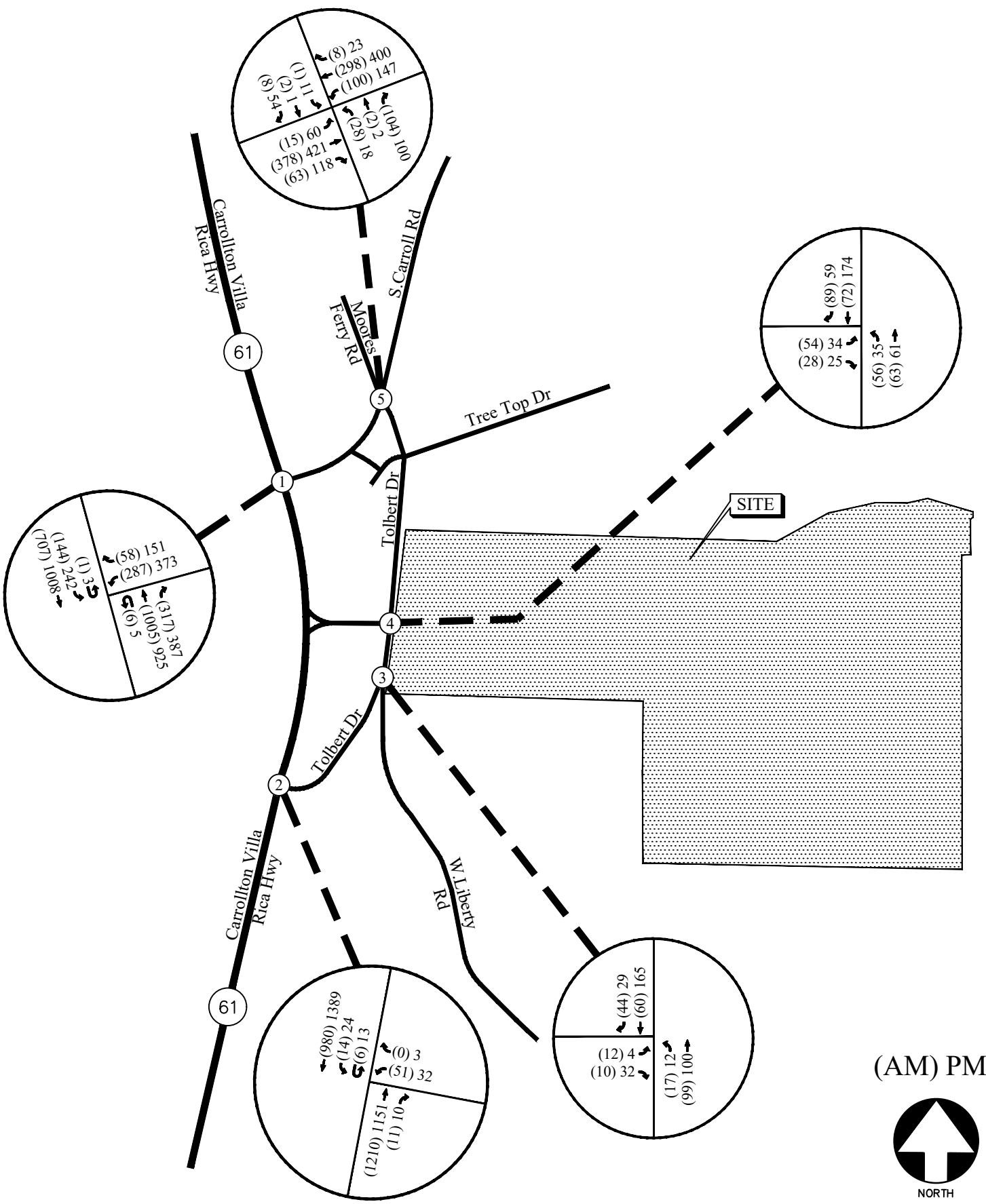
The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future “No-Build” volumes consist of the adjusted existing traffic volumes (Figure 3) plus increases for annual growth of through traffic.

6.1.1 Annual Traffic Growth

In order to evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years revealed no consistent positive growth of through traffic; therefore, a growth rate of 1% was used in the analysis. This growth factor was applied to the existing traffic volumes between collector and arterial roadways in order to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting Future “No-Build” volumes on the roadway are shown in Figure 7.

6.2 Future “Build” Conditions

The “Build” or development conditions include the estimated background traffic from the “No-Build” conditions plus the added traffic from the proposed development. In order to evaluate future traffic operations in this area, the additional traffic volumes from the site (Figure 6) were added to base traffic volumes (Figure 7) to calculate the future traffic volumes after the construction of the development. These total future “Build” traffic volumes are shown in Figure 8.

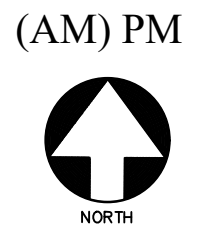
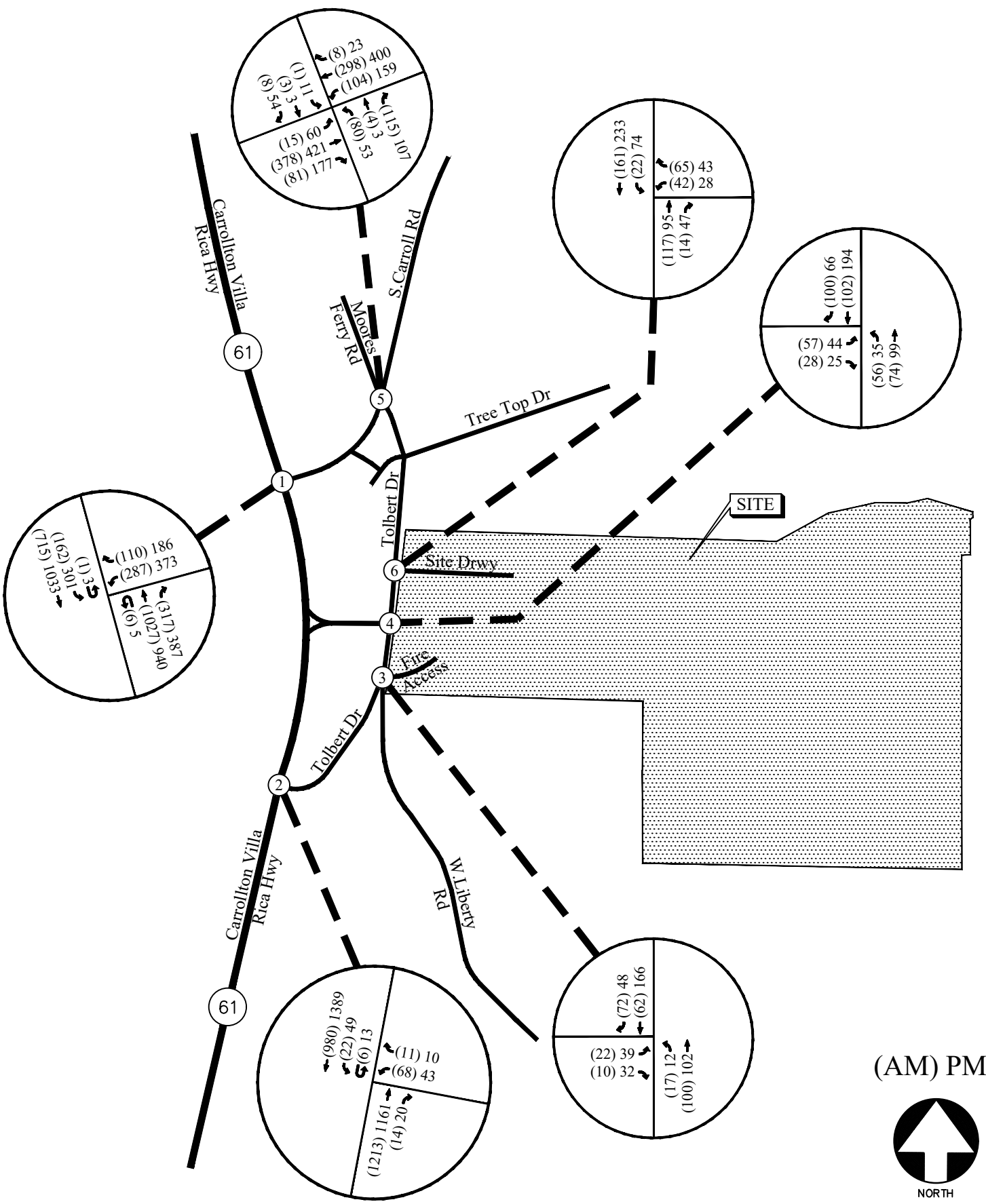


(AM) PM



FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 7
A&R Engineering Inc.



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES FIGURE 8
A&R Engineering Inc.

6.2.1 Auxiliary Lane Analysis

Included below are analyses for left turn and deceleration lanes for all site driveways per GDOT standards. The analyses below are based off the trip distribution included in Section 5.2. According to the trip distribution, the 24-hour two-way volume entering and exiting the site is 1,913 vehicles. The AADT on Tolbert Drive is assumed to be less than 6,000 vehicles based on GDOT AADT's on nearby roadways.

6.2.1.1 Left Turn Lane Analysis

According to GDOT standards, for a two-lane roadway with AADT's less than 6,000 vehicles, the threshold of daily site generated left-turn volume to warrant a left-turn lane is 300 vehicles for speed limit 35 mph or less. The projected left-turn volume per day for the proposed driveways is shown in Table 5.

TABLE 5 – GDOT REQUIREMENTS FOR LEFT TURN LANES				
Intersection	Left turn traffic (% total entering)	Left-turn Volume (vehicles/day)	Roadway Speed / # lanes / ADT	GDOT Threshold (vehicles/day)
Tolbert Drive @ Site Driveway 1	61%	583 (total trips) ÷ 2 × 0.61 = (1913) ÷ 2 × 0.61 = 583	30 mph / 2-Lane / <6,000	300
Tolbert Drive @ Site Driveway 2 (Emergency Access Only)	N/A			

A left-turn lane is warranted at Site Driveway 1 on Tolbert Drive.

6.2.1.2 Deceleration Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 35 mph or less, the threshold of daily site generated right-turn volume to warrant a right-turn lane is 200 vehicles. The projected right-turn volume per day for the proposed driveways is shown in Table 6.

TABLE 6 – GDOT REQUIREMENTS FOR DECELERATION LANES				
Intersection	Right-turn traffic (% total entering)	Right-turn Volume (vehicles/day)	Roadway Speed / # lanes / ADT	GDOT Threshold (vehicles/day)
Tolbert Drive @ Site Driveway 1	39%	373 (total trips) ÷ 2 × 0.39 = (1913) ÷ 2 × 0.39 = 373	30 mph / 2-Lane / <6,000	200
Tolbert Drive @ Site Driveway 2 (Emergency Access Only)	N/A			

A deceleration lane is warranted at Site Driveway 1.

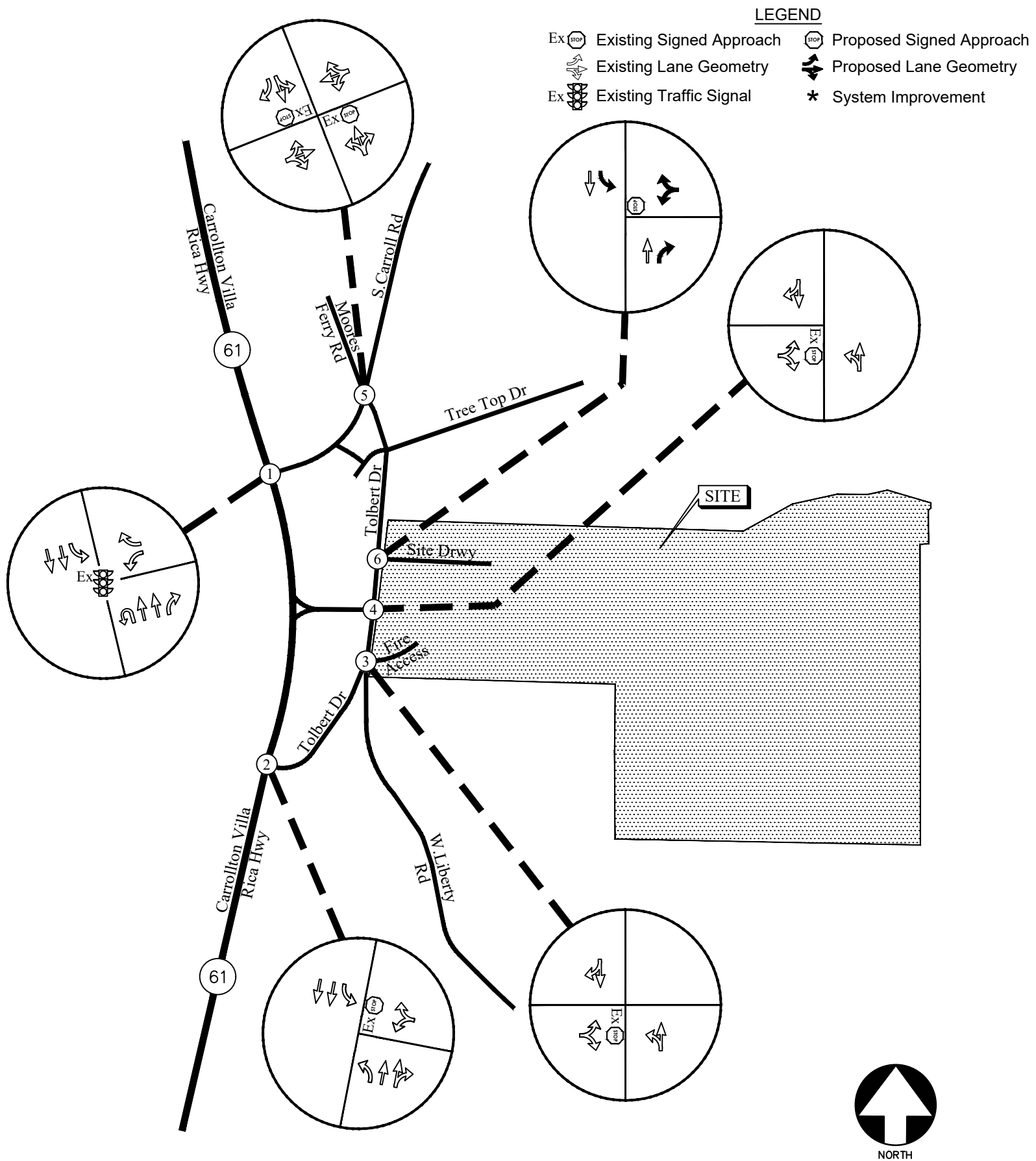
6.3 Future Traffic Operations

The future “No-Build” and “Build” traffic operations were analyzed using the volumes in Figure 7 and Figure 8, respectively. The results of the future traffic operations analysis are shown below in Table 7.

TABLE 7 — FUTURE INTERSECTION OPERATIONS					
Intersection		Future Condition: LOS (Delay)			
		NO-BUILD		BUILD	
		AM Peak	PM Peak	AM Peak	PM Peak
1	<u>SR 61 (Carrollton Villa Rica Hwy) @ S. Carroll Road</u>	<u>B (15.9)</u>	<u>C (20.5)</u>	<u>B (16.0)</u>	<u>C (21.3)</u>
	-Westbound Approach	E (56.3)	E (59.4)	E (56.3)	E (59.4)
	-Northbound Approach	B (12.2)	B (18.0)	B (12.6)	B (19.7)
	-Southbound Approach	A (6.6)	B (10.7)	A (6.7)	B (11.7)
2	<u>SR 61 (Carrollton Villa Rica Hwy) @ Tolbert Drive</u>				
	-Westbound Approach	F (220.8)	F (157.1)	F (*)	F (266.9)
	-Southbound Left	B (12.3)	B (11.7)	B (12.5)	B (12.1)
3	<u>Tolbert Drive @ W. Liberty Road</u>				
	-Eastbound Approach	A (9.6)	A (9.6)	B (10.1)	B (10.6)
	-Northbound Left	A (7.5)	A (7.7)	A (7.6)	A (7.7)
4	<u>Tolbert Drive @ SR 61-Tolbert Drive connector</u>				
	-Eastbound Approach	B (11.2)	B (10.7)	B (11.8)	B (11.4)
	-Northbound Left	A (7.8)	A (7.8)	A (7.9)	A (7.9)
5	<u>S. Carroll Road @ Tolbert Dr/Moores Ferry Road</u>				
	-Eastbound Left	A (8.0)	A (8.5)	A (8.0)	A (8.5)
	-Westbound Left	A (8.7)	A (9.5)	A (8.8)	A (9.9)
	-Northbound Approach	C (19.2)	D (33.7)	E (44.6)	F (237.2)
	-Southbound Approach	B (14.6)	C (24.7)	C (15.9)	D (30.8)
6	<u>Tolbert Drive @ Site Driveway 1</u>				
	-Westbound Approach	-	-	B (10.4)	B (10.8)
	-Southbound Left			A (7.5)	A (7.7)

* Delay exceeds 300 seconds

The results of the “No-Build” traffic operations analysis show the intersection of SR 61 (Carrollton Villa Rica Hwy) and S. Carroll Road will operate at a level-of-service “C” during the PM peak hour. The differences between the “No-Build” and “Build” scenarios are insignificant. Recommendations for future traffic control and lane geometry is shown in Figure 9.



FUTURE TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 9

A&R Engineering Inc.

7.0 CONCLUSIONS AND RECOMMENDATIONS

The purpose of this study is to determine the traffic impact that will result from the proposed single family residential development (194 homes) that will be located to the northeast of the intersection of Tolbert Drive at W. Liberty Road (also known as Reed Road) in the City of Villa Rica, Georgia.

The development proposes access at the following locations:

- Site Driveway 1: Proposed (Northern) Full Access Driveway on Tolbert Drive
- Site Driveway 2: Proposed (Southern) Emergency Access Only Driveway on Tolbert Drive

The AM and PM peak hours have been analyzed in this study. In addition to the site access point, this study includes the evaluation of traffic operations at the following intersections of:

1. SR 61 (Carrollton Villa Rica Highway) at South Carroll Road
2. SR 61 (Carrollton Villa Rica Highway) at Tolbert Drive
3. Tolbert Drive at W. Liberty Road
4. Tolbert Drive at SR 61-Tolbert Drive connector road
5. South Carroll Road at Tolbert Drive / Moores Ferry Road

The analysis included the evaluation of Future operations for “No-Build” and “Build” conditions, both of which account for increases in annual growth of through traffic. The existing condition analysis indicates that the signalized intersection of SR 61 (Carrollton Villa Rica Highway) at South Carroll Road is operating at level-of-service “B” during the AM and PM peak hour. The results of the “No-Build” traffic operations analysis show the intersection of SR 61 (Carrollton Villa Rica Hwy) and South Carroll Road will operate at a level-of-service “C” during the PM peak hour. The differences between the “No-Build” and “Build” scenarios are insignificant.

7.1 Recommendation for Site Access Configuration

It is recommended that Site Driveway 1 consists of one entering lane and one exiting lane. The driveway approach (westbound) is recommended to be stop-sign controlled. A left turn and deceleration lane are recommended to be accommodated. Adequate sight distance needs to be verified at the site driveways during the driveway design process per AASHTO standards.

Appendix

Existing Intersection Traffic Counts	
Linear Regression of Daily Traffic.....	
Existing Intersection Analysis.....	
Future “No-Build” Intersection Analysis	
Future “Build” Intersection Analysis	
Traffic Volume Worksheets	

EXISTING INTERSECTION TRAFFIC COUNTS

A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Carrolton Villa Rica Hwy @ S Carroll Rd

7-9 am | 4-6 pm

File Name : 20210227

Site Code : 20210227

Start Date : 14-07-2021

Page No : 1

Groups Printed- Unshifted

	Carrolton Villa Rica Hwy Northbound					Carrolton Villa Rica Hwy Southbound					Eastbound				S Carroll Rd Westbound				
Start Time	Left	Thru	Right	U - Turns	App. Total	Left	Thru	Right	U - Turns	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	206	61	4	271	18	104	0	1	123	0	0	0	0	31	0	12	43	437
07:15 AM	0	212	55	1	268	22	147	0	0	169	0	0	0	0	64	0	11	75	512
07:30 AM	0	217	74	2	293	22	159	0	0	181	0	0	0	0	57	0	13	70	544
07:45 AM	0	189	74	1	264	43	145	0	0	188	0	0	0	0	63	0	15	78	530
Total	0	824	264	8	1096	105	555	0	1	661	0	0	0	0	215	0	51	266	2023
08:00 AM	0	226	64	1	291	34	143	0	1	178	0	0	0	0	57	0	10	67	536
08:15 AM	0	179	67	2	248	28	133	0	1	162	0	0	0	0	40	0	20	60	470
08:30 AM	0	173	58	1	232	28	143	0	0	171	0	0	0	0	49	0	14	63	466
08:45 AM	0	173	53	0	226	29	124	0	1	154	0	0	0	0	63	0	13	76	456
Total	0	751	242	4	997	119	543	0	3	665	0	0	0	0	209	0	57	266	1928
*** BREAK ***																			
04:00 PM	0	154	69	0	223	43	206	0	2	251	0	0	0	0	74	0	28	102	576
04:15 PM	0	196	57	0	253	35	226	0	0	261	0	0	0	0	59	0	29	88	602
04:30 PM	0	185	67	1	253	52	205	0	1	258	0	0	0	0	82	0	26	108	619
04:45 PM	0	178	69	2	249	45	205	0	1	251	0	0	0	0	82	0	21	103	603
Total	0	713	262	3	978	175	842	0	4	1021	0	0	0	0	297	0	104	401	2400
05:00 PM	0	171	81	0	252	50	222	0	0	272	0	0	0	0	99	0	35	134	658
05:15 PM	0	222	98	0	320	53	229	0	0	282	0	0	0	0	83	0	35	118	720
05:30 PM	0	201	87	1	289	63	228	0	1	292	0	0	0	0	88	0	36	124	705
05:45 PM	0	236	81	4	321	51	225	0	2	278	0	0	0	0	65	0	30	95	694
Total	0	830	347	5	1182	217	904	0	3	1124	0	0	0	0	335	0	136	471	2777
Grand Total	0	3118	1115	20	4253	616	2844	0	11	3471	0	0	0	0	1056	0	348	1404	9128
Apprch %	0	73.3	26.2	0.5		17.7	81.9	0	0.3		0	0	0		75.2	0	24.8		
Total %	0	34.2	12.2	0.2	46.6	6.7	31.2	0	0.1	38	0	0	0	0	11.6	0	3.8	15.4	

A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Carrollton Villa Rica Hwy @ S Carroll Rd

7-9 am | 4-6 pm

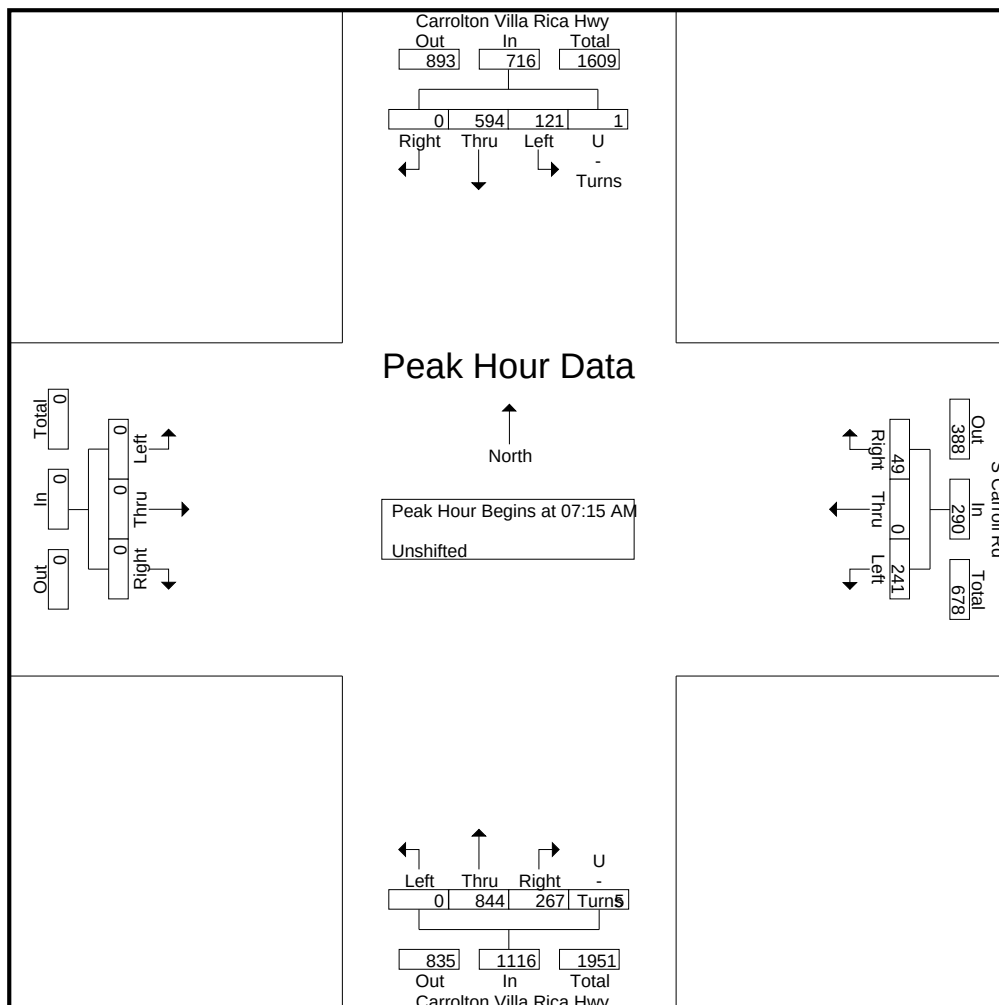
File Name : 20210227

Site Code : 20210227

Start Date : 14-07-2021

Page No : 2

	Carrollton Villa Rica Hwy Northbound					Carrollton Villa Rica Hwy Southbound					Eastbound				S Carroll Rd Westbound				
Start Time	Left	Thru	Right	U - Turns	App. Total	Left	Thru	Right	U - Turns	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 07:15 AM																			
07:15 AM	0	212	55	1	268	22	147	0	0	169	0	0	0	0	64	0	11	75	512
07:30 AM	0	217	74	2	293	22	159	0	0	181	0	0	0	0	57	0	13	70	544
07:45 AM	0	189	74	1	264	43	145	0	0	188	0	0	0	0	63	0	15	78	530
08:00 AM	0	226	64	1	291	34	143	0	1	178	0	0	0	0	57	0	10	67	536
Total Volume	0	844	267	5	1116	121	594	0	1	716	0	0	0	0	241	0	49	290	2122
% App. Total	0	75.6	23.9	0.4		16.9	83	0	0.1		0	0	0		83.1	0	16.9		
PHF	.000	.934	.902	.625	.952	.703	.934	.000	.250	.952	.000	.000	.000	.000	.941	.000	.817	.929	.975



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Carrolton Villa Rica Hwy @ S Carroll Rd

7-9 am | 4-6 pm

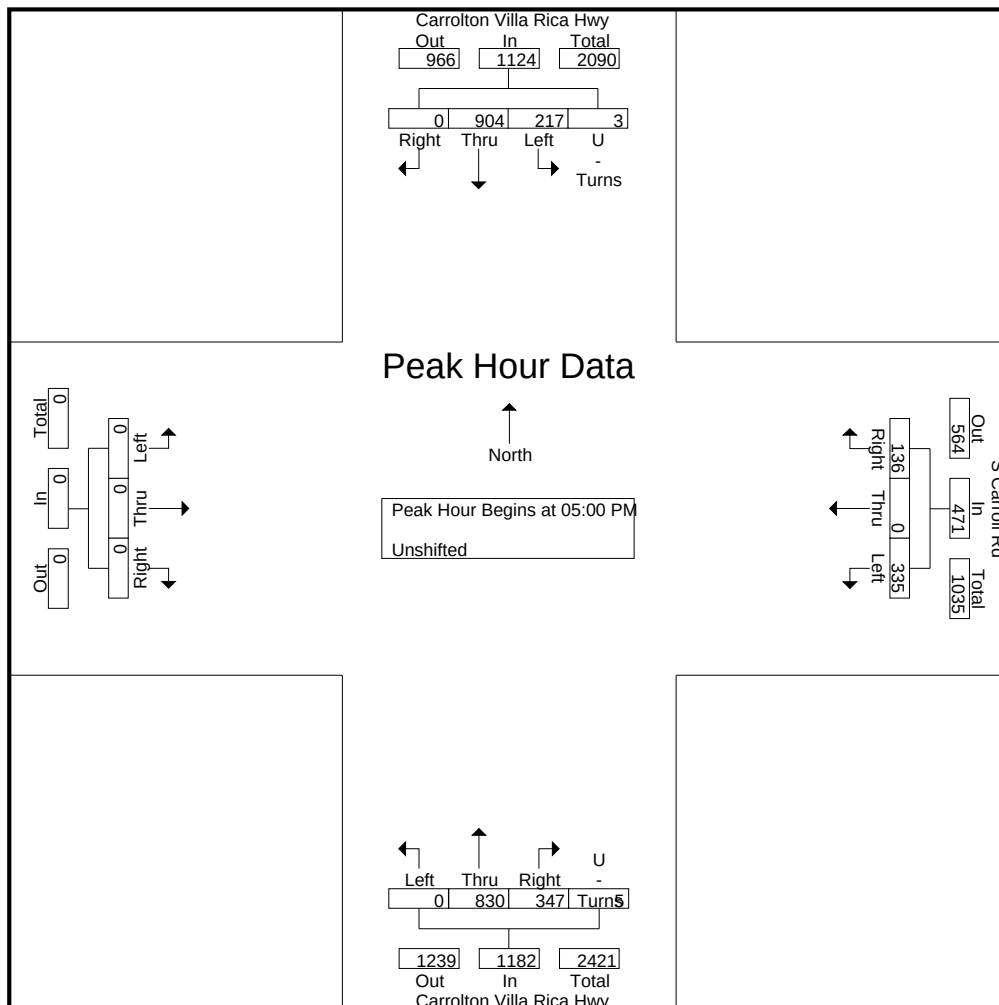
File Name : 20210227

Site Code : 20210227

Start Date : 14-07-2021

Page No : 3

	Carrolton Villa Rica Hwy Northbound					Carrolton Villa Rica Hwy Southbound					Eastbound				S Carroll Rd Westbound				
Start Time	Left	Thru	Right	U - Turns	App. Total	Left	Thru	Right	U - Turns	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 05:00 PM																			
05:00 PM	0	171	81	0	252	50	222	0	0	272	0	0	0	0	99	0	35	134	658
05:15 PM	0	222	98	0	320	53	229	0	0	282	0	0	0	0	83	0	35	118	720
05:30 PM	0	201	87	1	289	63	228	0	1	292	0	0	0	0	88	0	36	124	705
05:45 PM	0	236	81	4	321	51	225	0	2	278	0	0	0	0	65	0	30	95	694
Total Volume	0	830	347	5	1182	217	904	0	3	1124	0	0	0	0	335	0	136	471	2777
% App. Total	0	70.2	29.4	0.4		19.3	80.4	0	0.3		0	0	0		71.1	0	28.9		
PHF	.000	.879	.885	.313	.921	.861	.987	.000	.375	.962	.000	.000	.000	.000	.846	.000	.944	.879	.964



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Carrolton Villa Rica Hwy @ Tolbert Dr

7-9 am | 4-6 pm

File Name : 20210228

Site Code : 20210228

Start Date : 14-07-2021

Page No : 1

Groups Printed- Unshifted

	Carrolton Villa Rica Hwy Northbound				Carrolton Villa Rica Hwy Southbound					Eastbound				Tolbert Dr Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	218	1	219	1	162	0	4	167	0	0	0	0	8	0	0	8	394
07:15 AM	0	280	2	282	6	212	0	2	220	0	0	0	0	11	0	0	11	513
07:30 AM	0	266	2	268	4	229	0	2	235	0	0	0	0	14	0	0	14	517
07:45 AM	0	227	0	227	1	197	0	1	199	0	0	0	0	11	0	0	11	437
Total	0	991	5	996	12	800	0	9	821	0	0	0	0	44	0	0	44	1861
08:00 AM	0	244	5	249	1	185	0	0	186	0	0	0	0	7	0	0	7	442
08:15 AM	0	212	4	216	3	186	0	2	191	0	0	0	0	4	0	0	4	411
08:30 AM	0	208	0	208	1	181	0	0	182	0	0	0	0	6	0	0	6	396
08:45 AM	0	223	3	226	3	174	0	6	183	0	0	0	0	3	0	1	4	413
Total	0	887	12	899	8	726	0	8	742	0	0	0	0	20	0	1	21	1662

*** BREAK ***

04:00 PM	0	197	2	199	3	291	0	2	296	0	0	0	0	12	0	3	15	510
04:15 PM	0	222	2	224	3	291	0	1	295	0	0	0	0	5	0	1	6	525
04:30 PM	0	241	3	244	6	263	0	2	271	0	0	0	0	9	0	0	9	524
04:45 PM	0	244	0	244	5	322	0	1	328	0	0	0	0	8	0	0	8	580
Total	0	904	7	911	17	1167	0	6	1190	0	0	0	0	34	0	4	38	2139
05:00 PM	0	261	5	266	2	328	0	2	332	0	0	0	0	6	0	0	6	604
05:15 PM	0	267	3	270	7	299	0	4	310	0	0	0	0	8	0	0	8	588
05:30 PM	0	261	1	262	7	297	0	5	309	0	0	0	0	7	0	3	10	581
05:45 PM	0	223	4	227	4	281	0	4	289	0	0	0	0	6	0	0	6	522
Total	0	1012	13	1025	20	1205	0	15	1240	0	0	0	0	27	0	3	30	2295
Grand Total	0	3794	37	3831	57	3898	0	38	3993	0	0	0	0	125	0	8	133	7957
Apprch %	0	99	1		1.4	97.6	0	1		0	0	0		94	0	6		
Total %	0	47.7	0.5	48.1	0.7	49	0	0.5	50.2	0	0	0	0	1.6	0	0.1	1.7	

A & R Engineering, In

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Carrolton Villa Rica Hwy @ Tolbert Dr

7-9 am | 4-6 pm

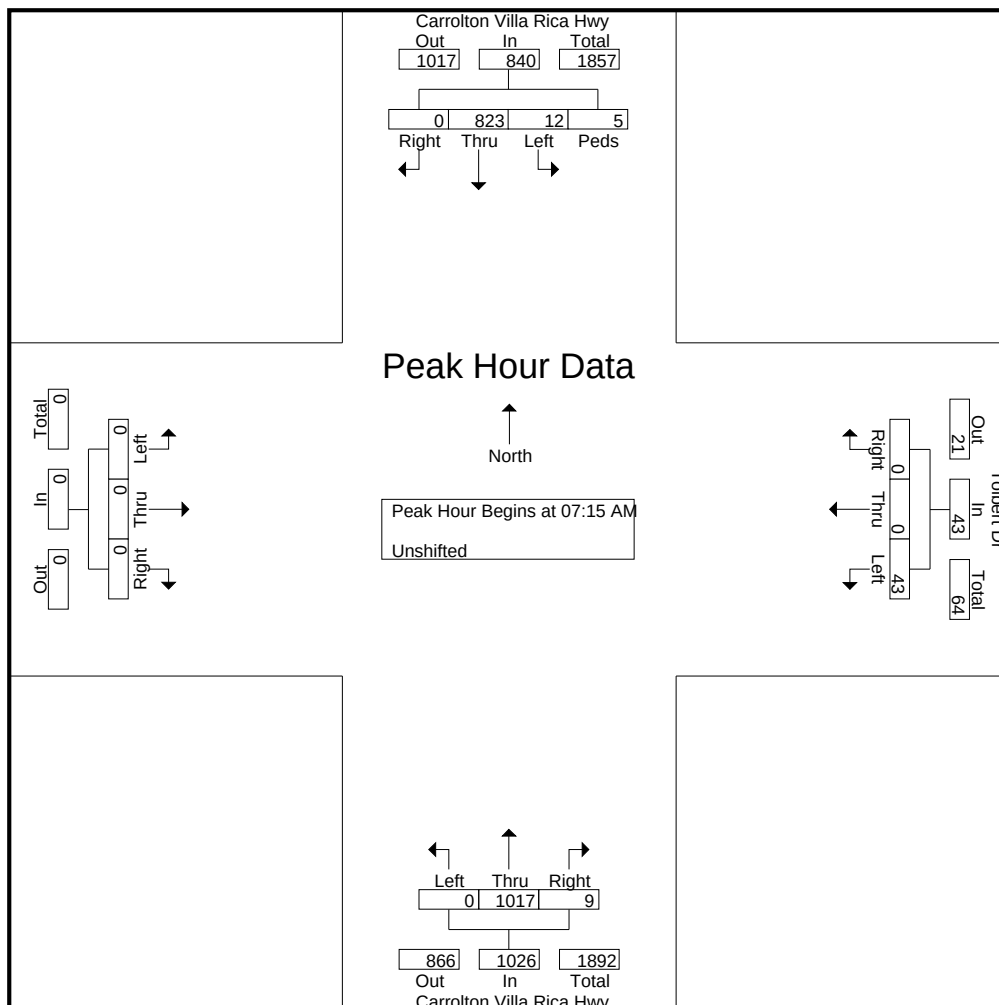
File Name : 20210228

Site Code : 20210228

Start Date : 14-07-2021

Page No : 2

	Carrolton Villa Rica Hwy Northbound				Carrolton Villa Rica Hwy Southbound					Eastbound				Tolbert Dr Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																		
Peak Hour for Entire Intersection Begins at 07:15 AM																		
07:15 AM	0	280	2	282	6	212	0	2	220	0	0	0	0	11	0	0	11	513
07:30 AM	0	266	2	268	4	229	0	2	235	0	0	0	0	14	0	0	14	517
07:45 AM	0	227	0	227	1	197	0	1	199	0	0	0	0	11	0	0	11	437
08:00 AM	0	244	5	249	1	185	0	0	186	0	0	0	0	7	0	0	7	442
Total Volume	0	1017	9	1026	12	823	0	5	840	0	0	0	0	43	0	0	43	1909
% App. Total	0	99.1	0.9		1.4	98	0	0.6		0	0	0		100	0	0		
PHF	.000	.908	.450	.910	.500	.898	.000	.625	.894	.000	.000	.000	.000	.768	.000	.000	.768	.923



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Carrolton Villa Rica Hwy @ Tolbert Dr

7-9 am | 4-6 pm

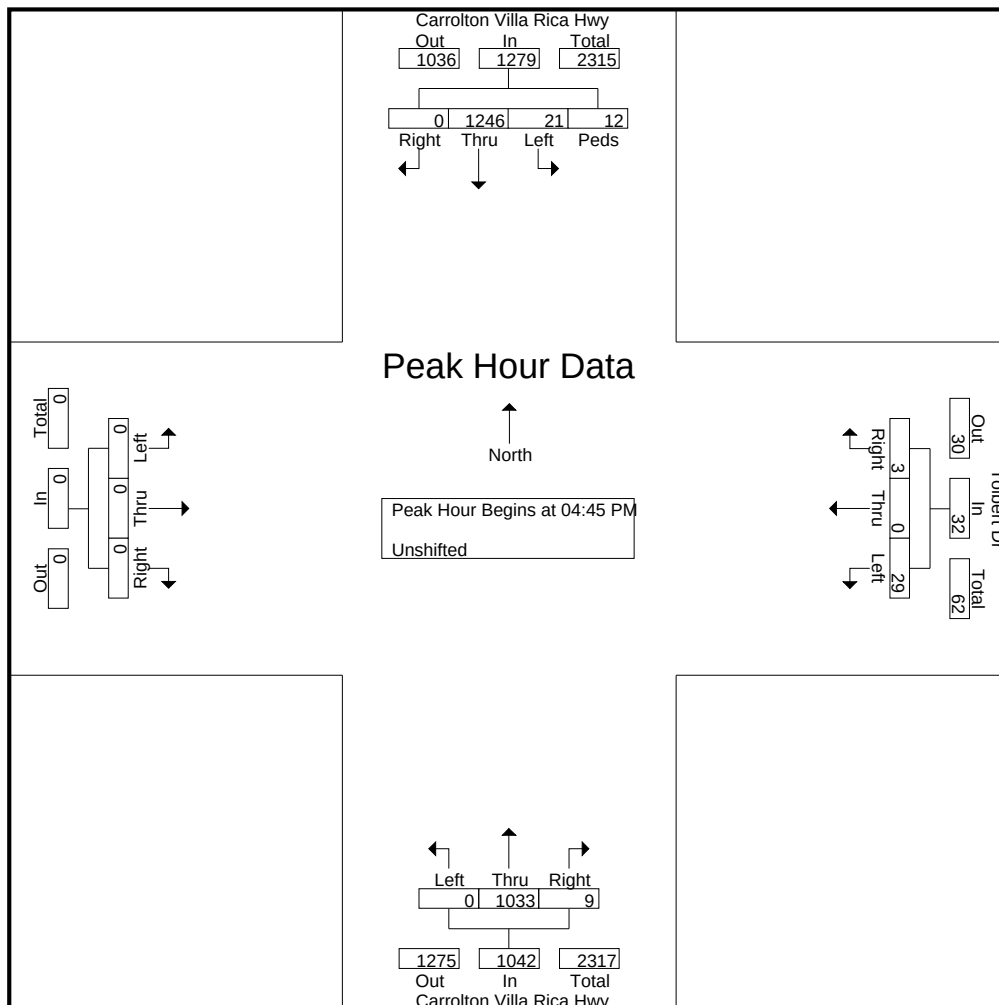
File Name : 20210228

Site Code : 20210228

Start Date : 14-07-2021

Page No : 3

	Carrolton Villa Rica Hwy Northbound				Carrolton Villa Rica Hwy Southbound					Eastbound				Tolbert Dr Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																		
Peak Hour for Entire Intersection Begins at 04:45 PM																		
04:45 PM	0	244	0	244	5	322	0	1	328	0	0	0	0	8	0	0	8	580
05:00 PM	0	261	5	266	2	328	0	2	332	0	0	0	0	6	0	0	6	604
05:15 PM	0	267	3	270	7	299	0	4	310	0	0	0	0	8	0	0	8	588
05:30 PM	0	261	1	262	7	297	0	5	309	0	0	0	0	7	0	3	10	581
Total Volume	0	1033	9	1042	21	1246	0	12	1279	0	0	0	0	29	0	3	32	2353
% App. Total	0	99.1	0.9		1.6	97.4	0	0.9		0	0	0		90.6	0	9.4		
PHF	.000	.967	.450	.965	.750	.950	.000	.600	.963	.000	.000	.000	.000	.906	.000	.250	.800	.974



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Tolbert Dr @ Reed Rd-W. Liberty Rd

7-9 am | 4-6 pm

File Name : 20210230

Site Code : 20210230

Start Date : 14-07-2021

Page No : 1

Groups Printed- Unshifted

Start Time	W. Liberty Rd Northbound				Tolbert Dr Southbound				Tolbert Dr Eastbound				Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
07:00 AM	2	24	0	26	0	7	5	12	1	0	1	2	0	0	0	0	40
07:15 AM	5	15	0	20	0	7	6	13	1	0	1	2	0	0	0	0	35
07:30 AM	3	16	0	19	0	12	12	24	4	0	2	6	0	0	0	0	49
07:45 AM	4	30	0	34	0	16	11	27	1	0	0	1	0	0	0	0	62
Total	14	85	0	99	0	42	34	76	7	0	4	11	0	0	0	0	186
08:00 AM	4	19	0	23	0	11	9	20	2	0	2	4	0	0	0	0	47
08:15 AM	3	18	0	21	0	11	5	16	3	0	4	7	0	0	0	0	44
08:30 AM	3	25	0	28	0	6	5	11	2	0	2	4	0	0	0	0	43
08:45 AM	0	14	0	14	0	10	5	15	2	0	3	5	0	0	0	0	34
Total	10	76	0	86	0	38	24	62	9	0	11	20	0	0	0	0	168
*** BREAK ***																	
04:00 PM	4	15	0	19	0	31	9	40	0	0	5	5	0	0	0	0	64
04:15 PM	2	27	0	29	0	27	16	43	2	0	8	10	0	0	0	0	82
04:30 PM	2	23	0	25	0	29	5	34	4	0	2	6	0	0	0	0	65
04:45 PM	4	22	0	26	0	33	8	41	3	0	8	11	0	0	0	0	78
Total	12	87	0	99	0	120	38	158	9	0	23	32	0	0	0	0	289
05:00 PM	1	16	0	17	0	40	9	49	0	0	5	5	0	0	0	0	71
05:15 PM	2	24	0	26	0	38	6	44	3	0	7	10	0	0	0	0	80
05:30 PM	2	20	0	22	0	32	7	39	1	0	10	11	0	0	0	0	72
05:45 PM	6	29	0	35	0	38	4	42	0	0	7	7	0	0	0	0	84
Total	11	89	0	100	0	148	26	174	4	0	29	33	0	0	0	0	307
Grand Total	47	337	0	384	0	348	122	470	29	0	67	96	0	0	0	0	950
Apprch %	12.2	87.8	0		0	74	26		30.2	0	69.8		0	0	0		
Total %	4.9	35.5	0	40.4	0	36.6	12.8	49.5	3.1	0	7.1	10.1	0	0	0	0	

A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Tolbert Dr @ Reed Rd-W. Liberty Rd

7-9 am | 4-6 pm

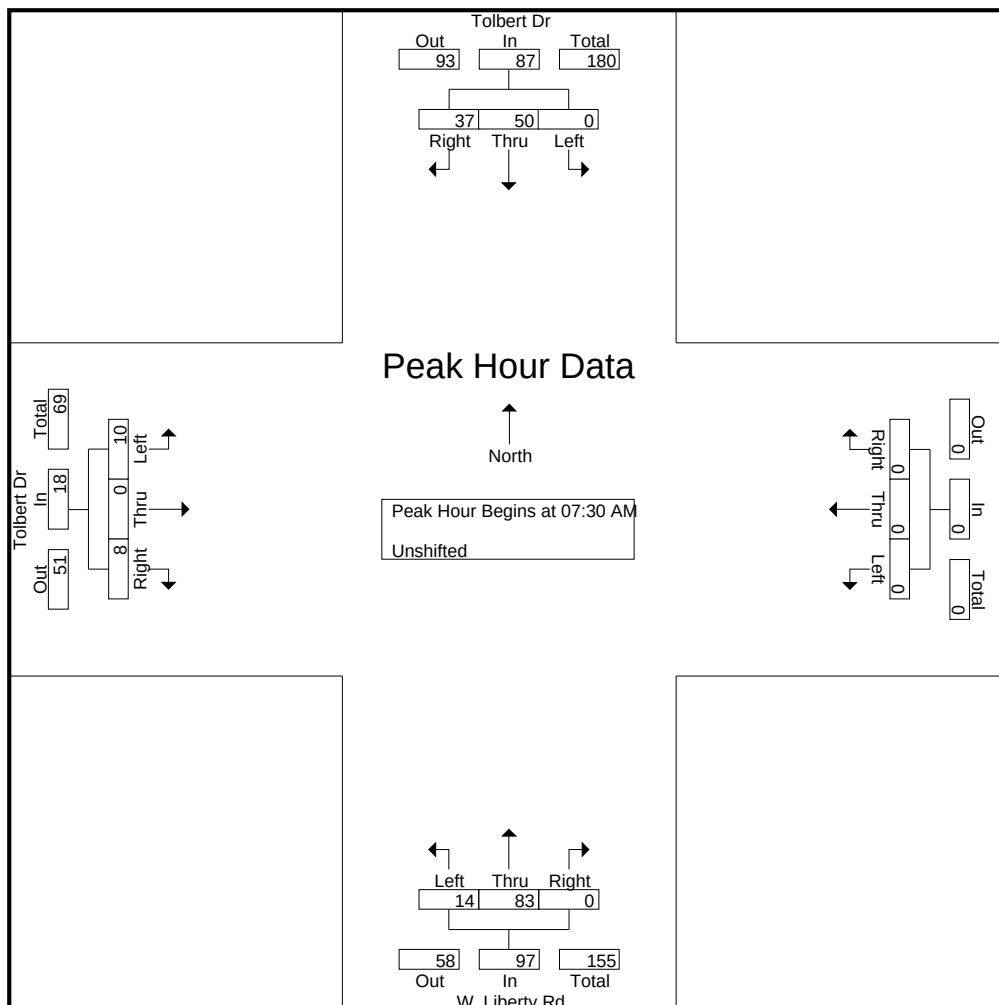
File Name : 20210230

Site Code : 20210230

Start Date : 14-07-2021

Page No : 2

	W. Liberty Rd Northbound				Tolbert Dr Southbound				Tolbert Dr Eastbound				Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	3	16	0	19	0	12	12	24	4	0	2	6	0	0	0	0	49
07:45 AM	4	30	0	34	0	16	11	27	1	0	0	1	0	0	0	0	62
08:00 AM	4	19	0	23	0	11	9	20	2	0	2	4	0	0	0	0	47
08:15 AM	3	18	0	21	0	11	5	16	3	0	4	7	0	0	0	0	44
Total Volume	14	83	0	97	0	50	37	87	10	0	8	18	0	0	0	0	202
% App. Total	14.4	85.6	0		0	57.5	42.5		55.6	0	44.4		0	0	0		
PHF	.875	.692	.000	.713	.000	.781	.771	.806	.625	.000	.500	.643	.000	.000	.000	.000	.815



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Tolbert Dr @ Reed Rd-W. Liberty Rd

7-9 am | 4-6 pm

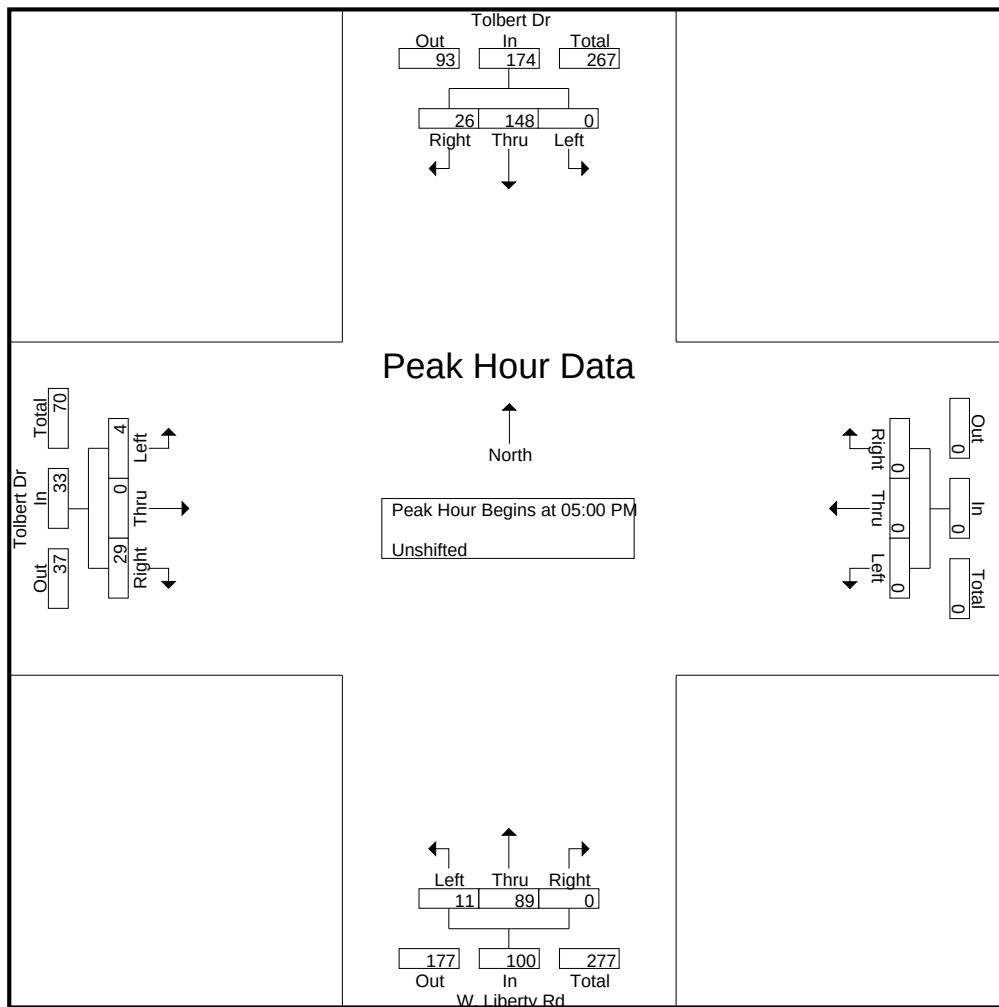
File Name : 20210230

Site Code : 20210230

Start Date : 14-07-2021

Page No : 3

	W. Liberty Rd Northbound				Tolbert Dr Southbound				Tolbert Dr Eastbound				Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	1	16	0	17	0	40	9	49	0	0	5	5	0	0	0	0	71
05:15 PM	2	24	0	26	0	38	6	44	3	0	7	10	0	0	0	0	80
05:30 PM	2	20	0	22	0	32	7	39	1	0	10	11	0	0	0	0	72
05:45 PM	6	29	0	35	0	38	4	42	0	0	7	7	0	0	0	0	84
Total Volume	11	89	0	100	0	148	26	174	4	0	29	33	0	0	0	0	307
% App. Total	11	89	0		0	85.1	14.9		12.1	0	87.9		0	0	0		
PHF	.458	.767	.000	.714	.000	.925	.722	.888	.333	.000	.725	.750	.000	.000	.000	.000	.914



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Tolbert Dr @ Main Entrance -

Connector to Carrollton Villa Rica Hwy

7-9 am | 4-6 pm

File Name : 20210229

Site Code : 20210229

Start Date : 14-07-2021

Page No : 1

Groups Printed- Unshifted

	Tolbert Dr Northbound				Tolbert Dr Southbound				Main Entrance - Connector to Carrollton Villa Rica Hwy Eastbound				Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	14	11	0	25	0	8	15	23	9	0	4	13	0	0	0	0	61
07:15 AM	13	6	0	19	0	12	13	25	8	0	5	13	0	0	0	0	57
07:30 AM	11	11	0	22	0	16	20	36	12	0	7	19	0	0	0	0	77
07:45 AM	15	17	0	32	0	19	23	42	14	0	6	20	0	0	0	0	94
Total	53	45	0	98	0	55	71	126	43	0	22	65	0	0	0	0	289
08:00 AM	13	7	0	20	0	12	18	30	9	0	7	16	0	0	0	0	66
08:15 AM	8	18	0	26	0	13	14	27	10	0	3	13	0	0	0	0	66
08:30 AM	10	13	0	23	0	8	17	25	9	0	3	12	0	0	0	0	60
08:45 AM	10	10	0	20	0	13	19	32	15	0	3	18	0	0	0	0	70
Total	41	48	0	89	0	46	68	114	43	0	16	59	0	0	0	0	262
*** BREAK ***																	
04:00 PM	5	11	0	16	0	39	10	49	5	0	6	11	0	0	0	0	76
04:15 PM	12	23	0	35	0	37	10	47	5	0	4	9	0	0	0	0	91
04:30 PM	12	17	0	29	0	30	16	46	6	0	6	12	0	0	0	0	87
04:45 PM	10	13	0	23	0	34	10	44	9	0	6	15	0	0	0	0	82
Total	39	64	0	103	0	140	46	186	25	0	22	47	0	0	0	0	336
05:00 PM	6	9	0	15	0	40	15	55	6	0	8	14	0	0	0	0	84
05:15 PM	7	19	0	26	0	41	15	56	6	0	3	9	0	0	0	0	91
05:30 PM	9	14	0	23	0	41	13	54	10	0	5	15	0	0	0	0	92
05:45 PM	11	16	0	27	0	31	9	40	4	0	3	7	0	0	0	0	74
Total	33	58	0	91	0	153	52	205	26	0	19	45	0	0	0	0	341
Grand Total	166	215	0	381	0	394	237	631	137	0	79	216	0	0	0	0	1228
Apprch %	43.6	56.4	0		0	62.4	37.6		63.4	0	36.6		0	0	0		
Total %	13.5	17.5	0	31	0	32.1	19.3	51.4	11.2	0	6.4	17.6	0	0	0	0	

A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Tolbert Dr @ Main Entrance -

Connector to Carrolton Villa Rica Hwy

7-9 am | 4-6 pm

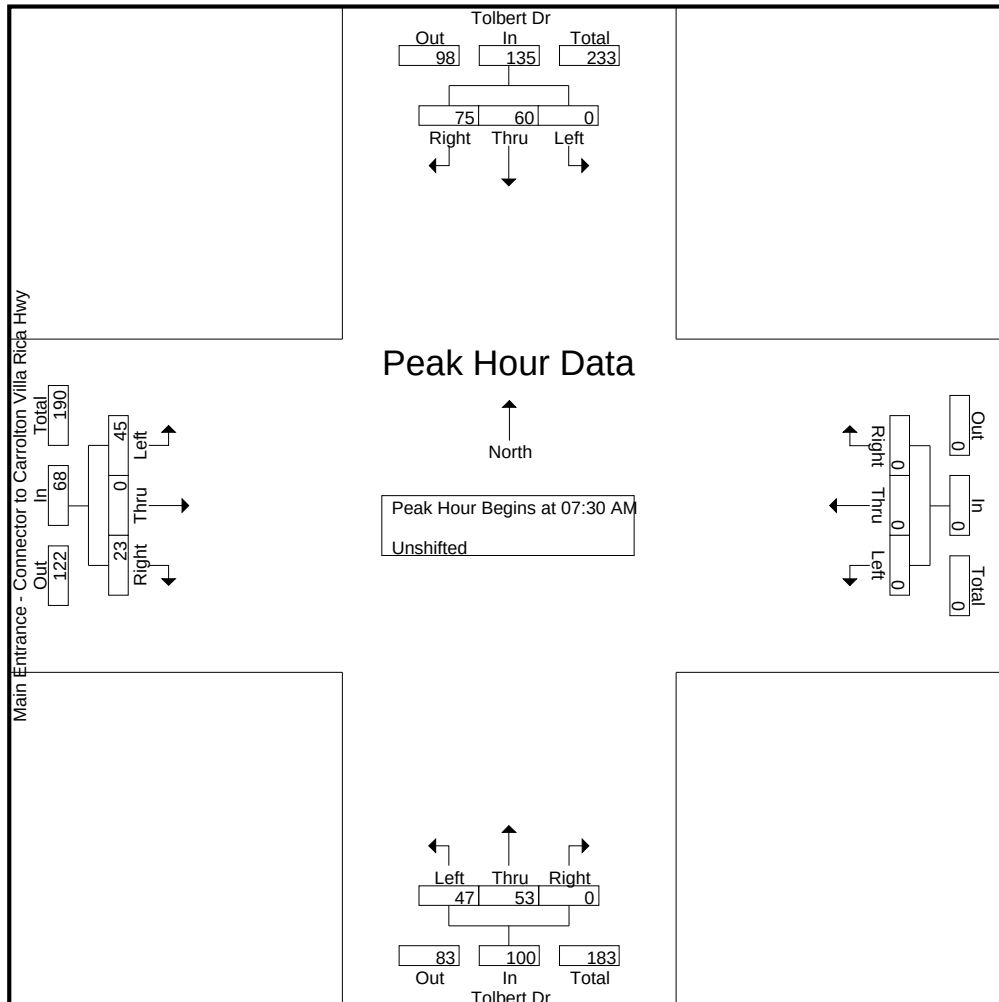
File Name : 20210229

Site Code : 20210229

Start Date : 14-07-2021

Page No : 2

	Tolbert Dr Northbound				Tolbert Dr Southbound				Main Entrance - Connector to Carrolton Villa Rica Hwy Eastbound				Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	11	11	0	22	0	16	20	36	12	0	7	19	0	0	0	0	77
07:45 AM	15	17	0	32	0	19	23	42	14	0	6	20	0	0	0	0	94
08:00 AM	13	7	0	20	0	12	18	30	9	0	7	16	0	0	0	0	66
08:15 AM	8	18	0	26	0	13	14	27	10	0	3	13	0	0	0	0	66
Total Volume	47	53	0	100	0	60	75	135	45	0	23	68	0	0	0	0	303
% App. Total	47	53	0		0	44.4	55.6		66.2	0	33.8		0	0	0		
PHF	.783	.736	.000	.781	.000	.789	.815	.804	.804	.000	.821	.850	.000	.000	.000	.000	.806



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data

Tolbert Dr @ Main Entrance -

Connector to Carrollton Villa Rica Hwy

7-9 am | 4-6 pm

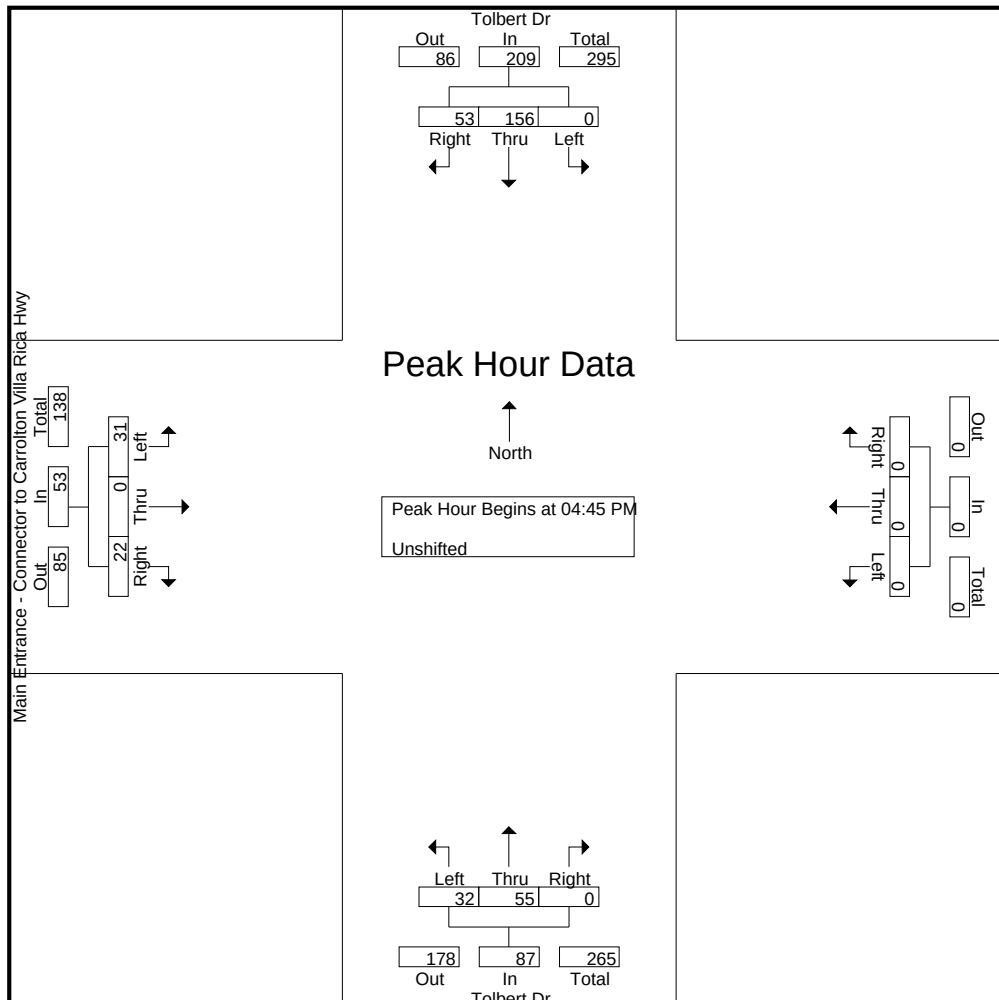
File Name : 20210229

Site Code : 20210229

Start Date : 14-07-2021

Page No : 3

	Tolbert Dr Northbound				Tolbert Dr Southbound				Main Entrance - Connector to Carrollton Villa Rica Hwy Eastbound				Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	10	13	0	23	0	34	10	44	9	0	6	15	0	0	0	0	82
05:00 PM	6	9	0	15	0	40	15	55	6	0	8	14	0	0	0	0	84
05:15 PM	7	19	0	26	0	41	15	56	6	0	3	9	0	0	0	0	91
05:30 PM	9	14	0	23	0	41	13	54	10	0	5	15	0	0	0	0	92
Total Volume	32	55	0	87	0	156	53	209	31	0	22	53	0	0	0	0	349
% App. Total	36.8	63.2	0		0	74.6	25.4		58.5	0	41.5		0	0	0		
PHF	.800	.724	.000	.837	.000	.951	.883	.933	.775	.000	.688	.883	.000	.000	.000	.000	.948



A & R Engineering, In

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data
Tolbert Dr @ S Carroll Rd
7-9 am | 4-6 pm

File Name : 20210226
Site Code : 20210226
Start Date : 14-07-2021
Page No : 1

Groups Printed- Unshifted

	Tolbert Dr Northbound				Moore's Ferry Rd Southbound				S Carroll Rd Eastbound				S Carroll Rd Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	12	1	12	25	0	1	0	1	1	61	11	73	14	53	1	68	167
07:15 AM	3	0	16	19	0	0	0	0	3	75	9	87	19	67	1	87	193
07:30 AM	4	1	27	32	0	1	2	3	1	79	13	93	29	75	0	104	232
07:45 AM	11	1	20	32	0	1	2	3	7	83	15	105	16	54	3	73	213
Total	30	3	75	108	0	3	4	7	12	298	48	358	78	249	5	332	805
08:00 AM	5	0	24	29	1	0	2	3	2	81	16	99	20	54	2	76	207
08:15 AM	9	1	23	33	1	0	2	3	4	75	8	87	15	47	1	63	186
08:30 AM	9	0	17	26	0	2	1	3	4	65	18	87	18	52	3	73	189
08:45 AM	5	0	16	21	1	0	1	2	3	55	13	71	12	73	2	87	181
Total	28	1	80	109	3	2	6	11	13	276	55	344	65	226	8	299	763
*** BREAK ***																	
04:00 PM	2	0	19	21	4	3	13	20	13	60	18	91	32	81	8	121	253
04:15 PM	8	2	23	33	6	1	4	11	8	81	19	108	22	88	4	114	266
04:30 PM	7	0	25	32	3	0	13	16	10	88	26	124	26	75	8	109	281
04:45 PM	2	0	21	23	2	0	12	14	8	88	28	124	31	95	1	127	288
Total	19	2	88	109	15	4	42	61	39	317	91	447	111	339	21	471	1088
05:00 PM	4	1	18	23	0	0	11	11	16	94	19	129	41	97	4	142	305
05:15 PM	3	1	25	29	5	1	12	18	20	108	33	161	34	92	7	133	341
05:30 PM	11	5	20	36	0	0	5	5	7	91	19	117	24	89	3	116	274
05:45 PM	6	1	13	20	6	2	13	21	6	72	32	110	28	78	9	115	266
Total	24	8	76	108	11	3	41	55	49	365	103	517	127	356	23	506	1186
Grand Total	101	14	319	434	29	12	93	134	113	1256	297	1666	381	1170	57	1608	3842
Apprch %	23.3	3.2	73.5		21.6	9	69.4		6.8	75.4	17.8		23.7	72.8	3.5		
Total %	2.6	0.4	8.3	11.3	0.8	0.3	2.4	3.5	2.9	32.7	7.7	43.4	9.9	30.5	1.5	41.9	

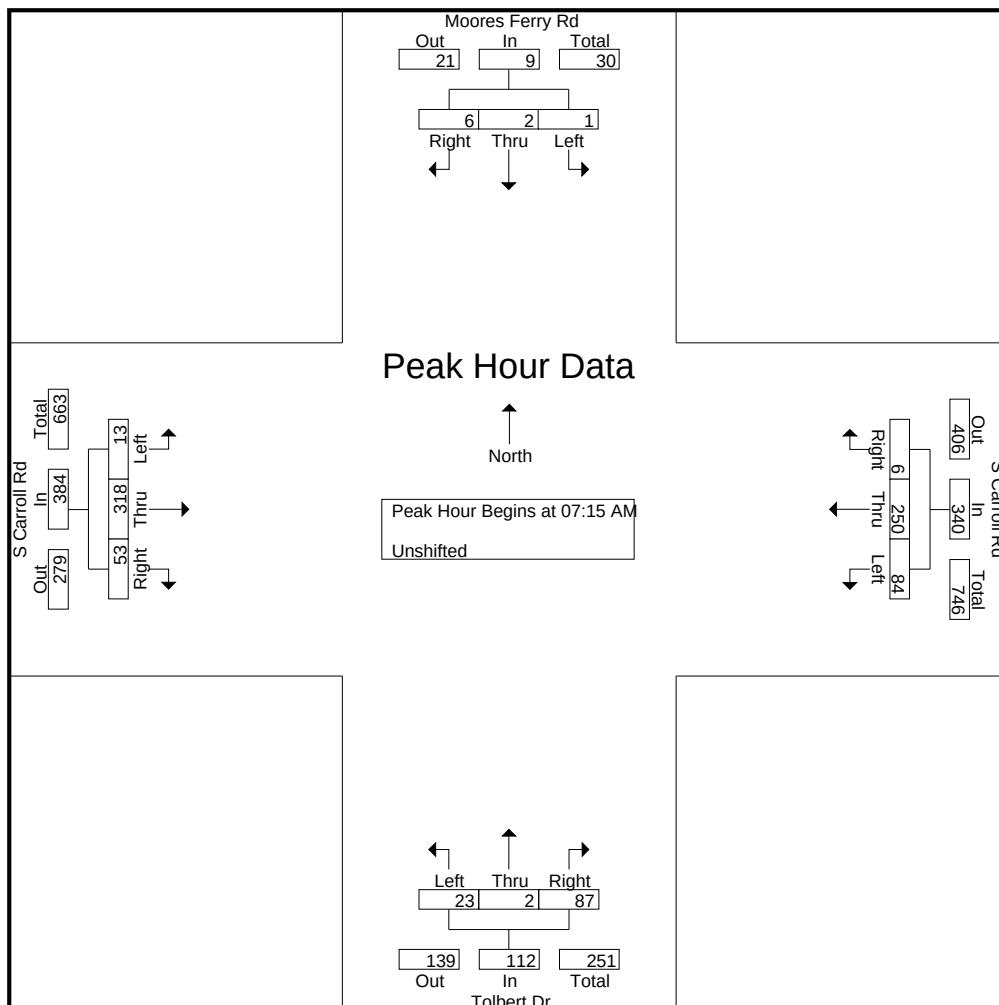
A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data
Tolbert Dr @ S Carroll Rd
7-9 am | 4-6 pm

File Name : 20210226
Site Code : 20210226
Start Date : 14-07-2021
Page No : 2

	Tolbert Dr Northbound				Moores Ferry Rd Southbound				S Carroll Rd Eastbound				S Carroll Rd Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	3	0	16	19	0	0	0	0	3	75	9	87	19	67	1	87	193
07:30 AM	4	1	27	32	0	1	2	3	1	79	13	93	29	75	0	104	232
07:45 AM	11	1	20	32	0	1	2	3	7	83	15	105	16	54	3	73	213
08:00 AM	5	0	24	29	1	0	2	3	2	81	16	99	20	54	2	76	207
Total Volume	23	2	87	112	1	2	6	9	13	318	53	384	84	250	6	340	845
% App. Total	20.5	1.8	77.7		11.1	22.2	66.7		3.4	82.8	13.8		24.7	73.5	1.8		
PHF	.523	.500	.806	.875	.250	.500	.750	.750	.464	.958	.828	.914	.724	.833	.500	.817	.911



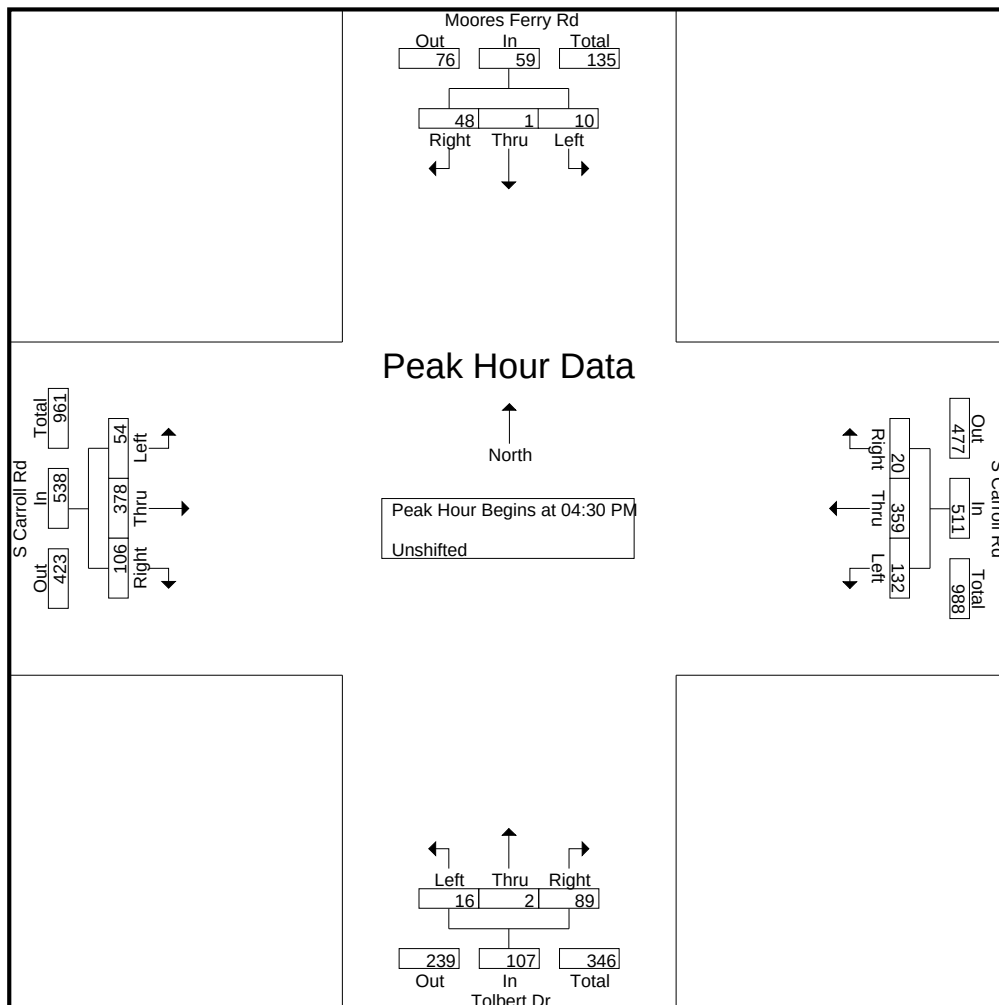
A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data
Tolbert Dr @ S Carroll Rd
7-9 am | 4-6 pm

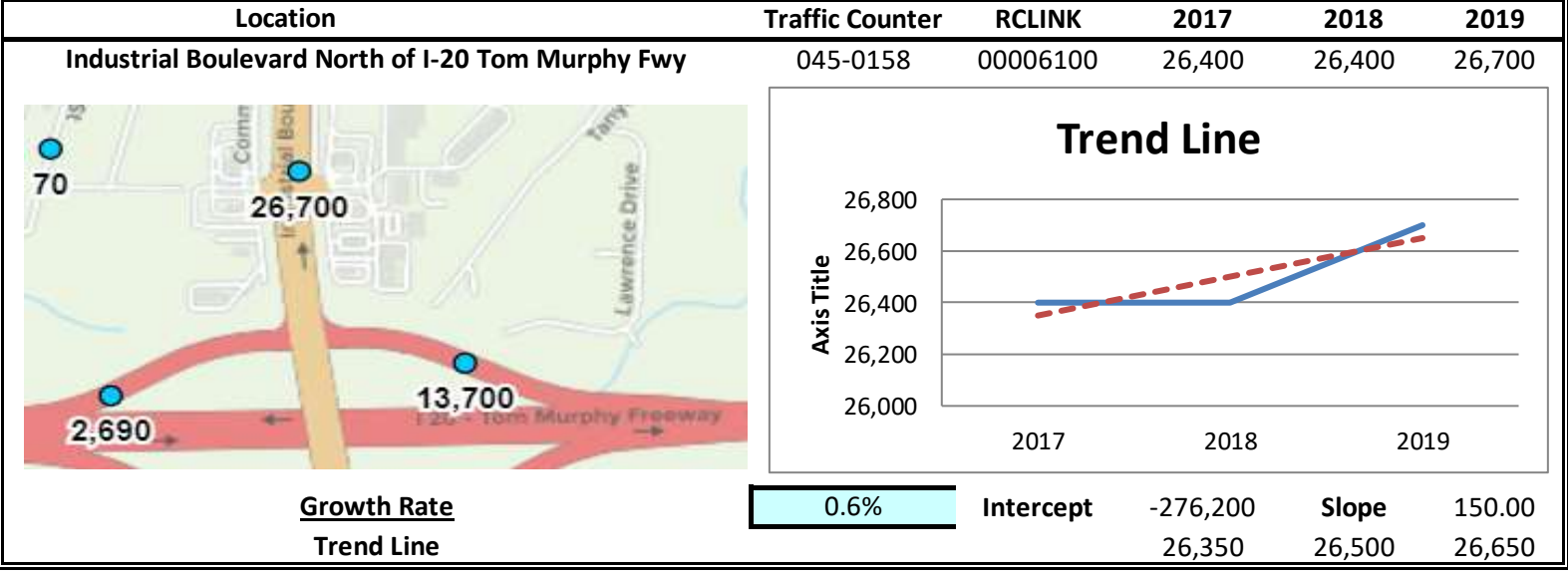
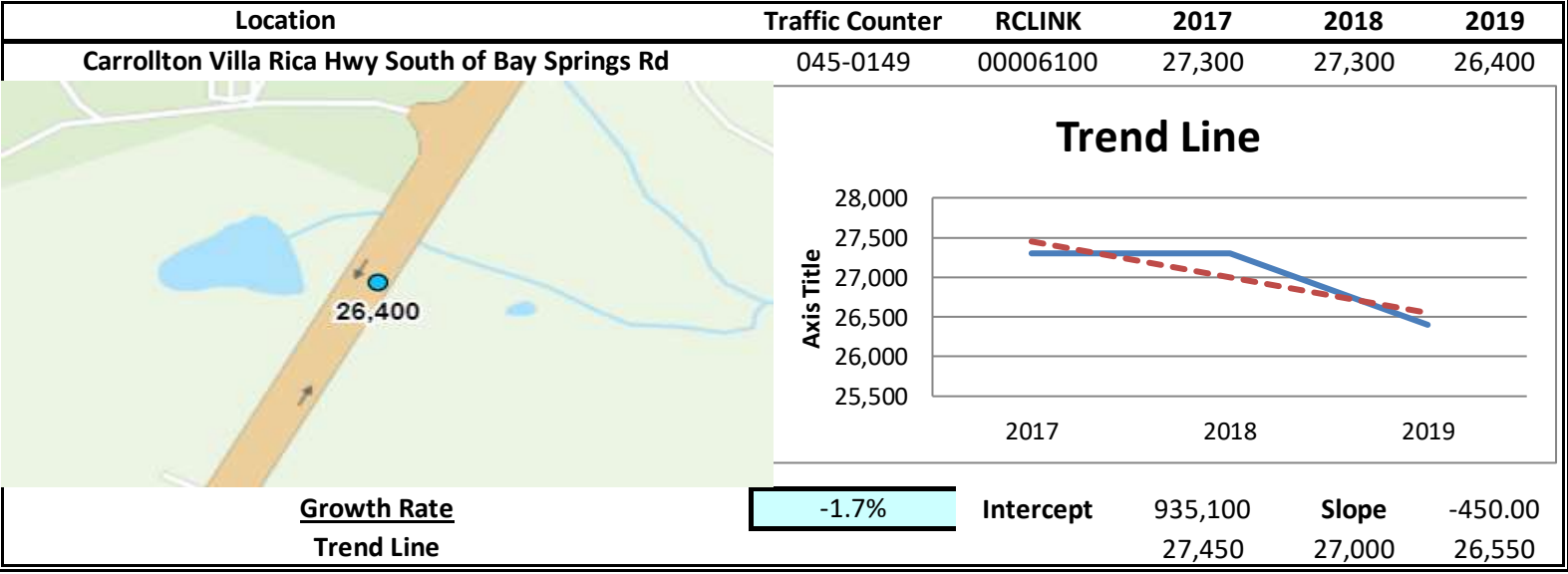
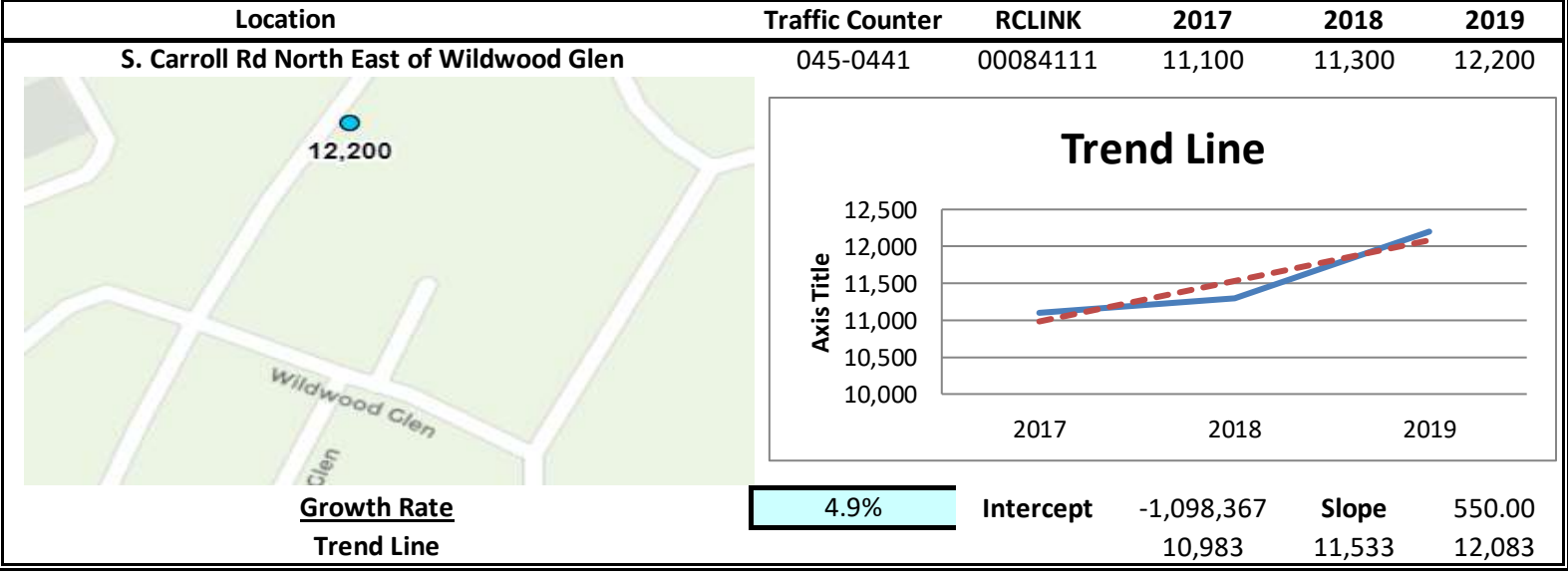
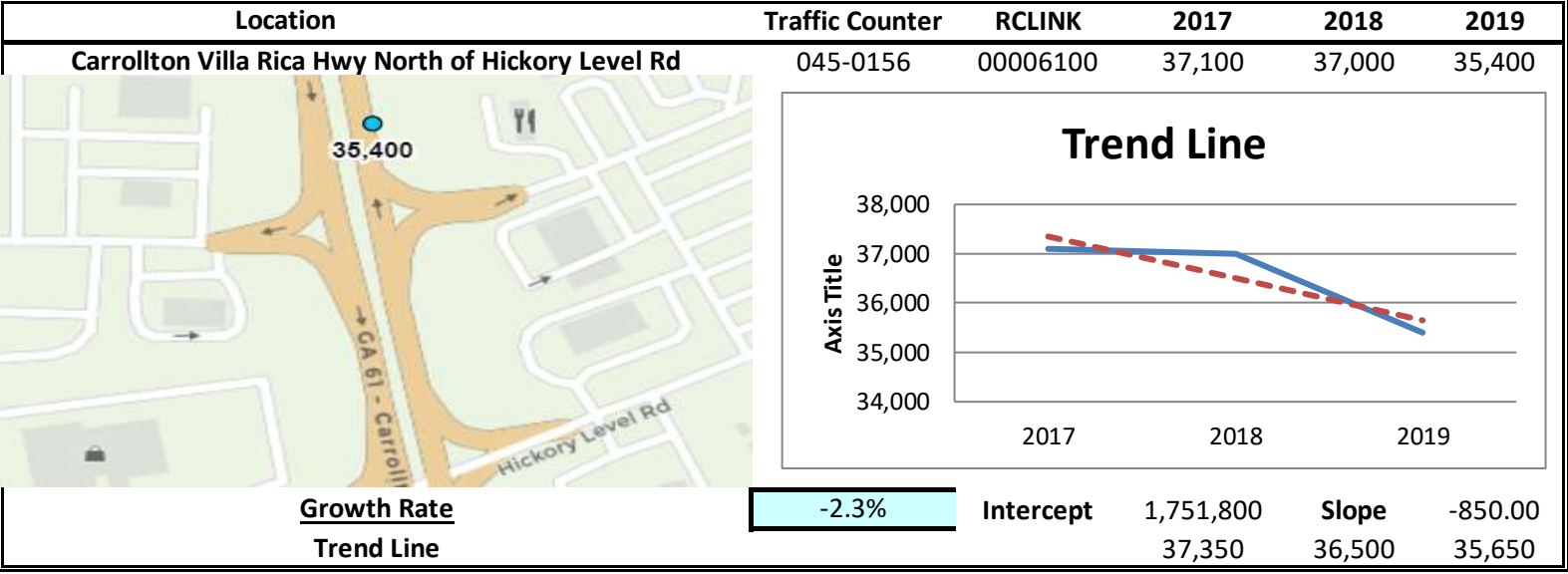
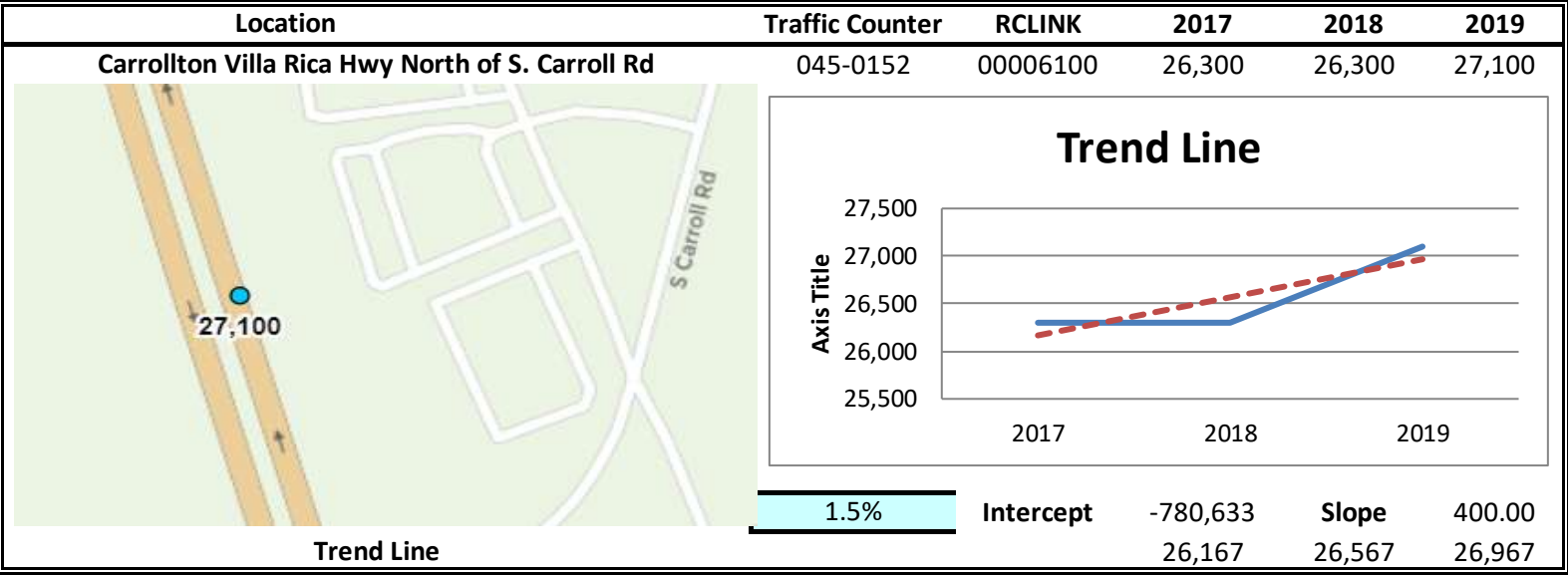
File Name : 20210226
Site Code : 20210226
Start Date : 14-07-2021
Page No : 3

	Tolbert Dr Northbound				Moores Ferry Rd Southbound				S Carroll Rd Eastbound				S Carroll Rd Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	7	0	25	32	3	0	13	16	10	88	26	124	26	75	8	109	281
04:45 PM	2	0	21	23	2	0	12	14	8	88	28	124	31	95	1	127	288
05:00 PM	4	1	18	23	0	0	11	11	16	94	19	129	41	97	4	142	305
05:15 PM	3	1	25	29	5	1	12	18	20	108	33	161	34	92	7	133	341
Total Volume	16	2	89	107	10	1	48	59	54	378	106	538	132	359	20	511	1215
% App. Total	15	1.9	83.2		16.9	1.7	81.4		10	70.3	19.7		25.8	70.3	3.9		
PHF	.571	.500	.890	.836	.500	.250	.923	.819	.675	.875	.803	.835	.805	.925	.625	.900	.891



LINEAR REGRESSION OF DAILY TRAFFIC

Location	Growth Rate	R Squared	Station ID	Route	2017	2018	2019
Carrollton Villa Rica Hwy North of S. Carroll Rd	1.5%	0.75	045-0152	00006100	26,300	26,300	27,100
Carrollton Villa Rica Hwy North of Hickory Level Rd	-2.3%	0.79	045-0156	00006100	37,100	37,000	35,400
S. Carroll Rd North East of Wildwood Glen	4.9%	0.88	045-0441	00084111	11,100	11,300	12,200
Carrollton Villa Rica Hwy South of Bay Springs Rd	-1.7%	0.75	045-0149	00006100	27,300	27,300	26,400
Industrial Boulevard North of I-20 Tom Murphy Fwy	0.6%	0.75	045-0158	00006100	26,400	26,400	26,700
Weighted Average	-0.2%	0.57	Sum of Count Stations =		128,200	128,300	127,800



EXISTING INTERSECTION ANALYSIS

Timings

1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

1a. Existing AM

08/20/2021

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	268	54	6	937	296	135	659
Future Volume (vph)	268	54	6	937	296	135	659
Lane Group Flow (vph)	276	56	6	966	305	139	679
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	3			2		1	6
Permitted Phases		8	2		2	6	
Detector Phase	3	8	2	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	6.0	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	15.0	46.5	23.5	23.5	23.5	15.0	23.5
Total Split (s)	47.2	47.2	57.8	57.8	57.8	15.0	72.8
Total Split (%)	39.3%	39.3%	48.2%	48.2%	48.2%	12.5%	60.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Min	C-Min	C-Min	None	C-Min
v/c Ratio	0.77	0.15	0.01	0.47	0.29	0.36	0.27
Control Delay	59.3	10.0	13.3	16.1	2.4	9.2	7.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	59.3	10.0	13.3	16.1	2.4	9.2	7.4
Queue Length 50th (ft)	204	0	2	215	0	31	90
Queue Length 95th (ft)	278	32	9	313	43	65	146
Internal Link Dist (ft)	575			1335			932
Turn Bay Length (ft)		190	135		315	130	
Base Capacity (vph)	615	586	429	2073	1053	397	2498
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.45	0.10	0.01	0.47	0.29	0.35	0.27

Intersection Summary

Cycle Length: 120

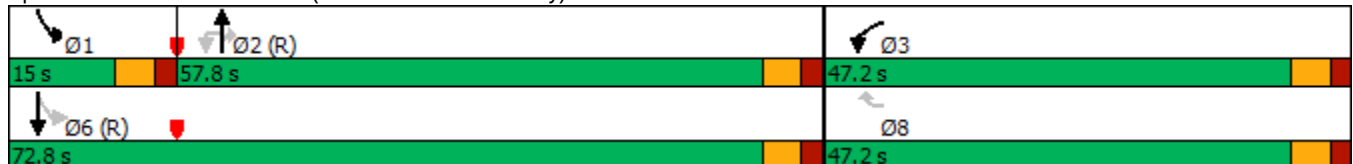
Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBTU and 6:SBTL, Start of Green

Natural Cycle: 85

Control Type: Actuated-Coordinated

Splits and Phases: 1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd



HCM 6th Signalized Intersection Summary
1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

1a. Existing AM
08/20/2021

							
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	268	54	6	937	296	135	659
Future Volume (veh/h)	268	54	6	937	296	135	659
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach	No			No		No	
Adj Sat Flow, veh/h/ln	1870	1870		1870	1870	1870	1870
Adj Flow Rate, veh/h	276	0		966	0	139	679
Peak Hour Factor	0.97	0.97		0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2		2	2	2	2
Cap, veh/h	310			2296		434	2609
Arrive On Green	0.17	0.00		0.65	0.00	0.04	0.73
Sat Flow, veh/h	1781	1585		3647	1585	1781	3647
Grp Volume(v), veh/h	276	0		966	0	139	679
Grp Sat Flow(s),veh/h/ln	1781	1585		1777	1585	1781	1777
Q Serve(g_s), s	18.2	0.0		15.9	0.0	3.0	7.5
Cycle Q Clear(g_c), s	18.2	0.0		15.9	0.0	3.0	7.5
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	310			2296		434	2609
V/C Ratio(X)	0.89			0.42		0.32	0.26
Avail Cap(c_a), veh/h	619			2296		500	2609
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00		1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	48.4	0.0		10.3	0.0	7.4	5.2
Incr Delay (d2), s/veh	8.6	0.0		0.6	0.0	0.4	0.2
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.6	0.0		5.3	0.0	0.9	2.1
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh	57.0	0.0		10.9	0.0	7.8	5.5
LnGrp LOS	E			B		A	A
Approach Vol, veh/h	276	A		966	A		818
Approach Delay, s/veh	57.0			10.9			5.9
Approach LOS	E			B			A
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	10.6	83.0				93.6	26.4
Change Period (Y+Rc), s	5.5	5.5				5.5	5.5
Max Green Setting (Gmax), s	9.5	52.3				67.3	41.7
Max Q Clear Time (g_c+I1), s	5.0	17.9				9.5	20.2
Green Ext Time (p_c), s	0.1	13.6				9.7	0.7
Intersection Summary							
HCM 6th Ctrl Delay			15.1				
HCM 6th LOS			B				
Notes							
User approved ignoring U-Turning movement.							
Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.							

HCM 6th TWSC
2: SR 61 (Carrollton Villa Rica Hwy) & Tolbert Dr

1a. Existing AM
08/20/2021

Intersection						
Int Delay, s/veh	3.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	48	0	1129	10	19	914
Future Vol, veh/h	48	0	1129	10	19	914
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	52	0	1227	11	21	993
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1772	619	0	0	1238	0
Stage 1	1233	-	-	-	-	-
Stage 2	539	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	74	432	-	-	558	-
Stage 1	238	-	-	-	-	-
Stage 2	549	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	71	432	-	-	558	-
Mov Cap-2 Maneuver	71	-	-	-	-	-
Stage 1	238	-	-	-	-	-
Stage 2	528	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	138.6	0		0.2		
HCM LOS	F					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	71	558	-	
HCM Lane V/C Ratio	-	-	0.735	0.037	-	
HCM Control Delay (s)	-	-	138.6	11.7	-	
HCM Lane LOS	-	-	F	B	-	
HCM 95th %tile Q(veh)	-	-	3.4	0.1	-	

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	9	16	92	56	41
Future Vol, veh/h	11	9	16	92	56	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	11	20	114	69	51
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	249	95	120	0	-	0
Stage 1	95	-	-	-	-	-
Stage 2	154	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	739	962	1468	-	-	-
Stage 1	929	-	-	-	-	-
Stage 2	874	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	728	962	1468	-	-	-
Mov Cap-2 Maneuver	728	-	-	-	-	-
Stage 1	915	-	-	-	-	-
Stage 2	874	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.5	1.1		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1468	-	817	-	-	
HCM Lane V/C Ratio	0.013	-	0.03	-	-	
HCM Control Delay (s)	7.5	0	9.5	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

HCM 6th TWSC
4: Tolbert Dr & SR 61-Tolbert Dr Connector

1a. Existing AM
08/20/2021

Intersection

Int Delay, s/veh 3.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	26	52	59	67	83
Future Vol, veh/h	50	26	52	59	67	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	62	32	64	73	83	102

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	335	134	185
Stage 1	134	-	-
Stage 2	201	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	660	915	1390
Stage 1	892	-	-
Stage 2	833	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	628	915	1390
Mov Cap-2 Maneuver	628	-	-
Stage 1	849	-	-
Stage 2	833	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.9	3.6	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1390	-	703	-	-
HCM Lane V/C Ratio	0.046	-	0.133	-	-
HCM Control Delay (s)	7.7	0	10.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Intersection												
Int Delay, s/veh	3.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	↗
Traffic Vol, veh/h	14	353	59	93	278	7	26	2	97	1	2	7
Future Vol, veh/h	14	353	59	93	278	7	26	2	97	1	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	25	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	15	388	65	102	305	8	29	2	107	1	2	8
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	313	0	0	453	0	0	969	968	421	1018	996	309
Stage 1	-	-	-	-	-	-	451	451	-	513	513	-
Stage 2	-	-	-	-	-	-	518	517	-	505	483	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1247	-	-	1108	-	-	233	254	632	216	244	731
Stage 1	-	-	-	-	-	-	588	571	-	544	536	-
Stage 2	-	-	-	-	-	-	541	534	-	549	553	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1247	-	-	1108	-	-	207	222	632	161	213	731
Mov Cap-2 Maneuver	-	-	-	-	-	-	207	222	-	161	213	-
Stage 1	-	-	-	-	-	-	579	562	-	535	476	-
Stage 2	-	-	-	-	-	-	473	474	-	447	544	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			2.1			17.1			14.2		
HCM LOS							C			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	434	1247	-	-	1108	-	-	192	731			
HCM Lane V/C Ratio	0.317	0.012	-	-	0.092	-	-	0.017	0.011			
HCM Control Delay (s)	17.1	7.9	0	-	8.6	0	-	24.1	10			
HCM Lane LOS	C	A	A	-	A	A	-	C	B			
HCM 95th %tile Q(veh)	1.3	0	-	-	0.3	-	-	0.1	0			

Timings

1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

1b. Existing PM

08/20/2021

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	348	141	5	863	361	229	940
Future Volume (vph)	348	141	5	863	361	229	940
Lane Group Flow (vph)	363	147	5	899	376	239	979
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	3			2		1	6
Permitted Phases		8	2		2	6	
Detector Phase	3	8	2	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	6.0	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	15.0	46.5	23.5	23.5	23.5	15.0	23.5
Total Split (s)	46.6	46.6	48.4	48.4	48.4	25.0	73.4
Total Split (%)	38.8%	38.8%	40.3%	40.3%	40.3%	20.8%	61.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Min	C-Min	C-Min	None	C-Min
v/c Ratio	0.82	0.29	0.02	0.51	0.38	0.57	0.42
Control Delay	57.0	6.3	21.4	23.4	3.6	15.0	11.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	57.0	6.3	21.4	23.4	3.6	15.0	11.2
Queue Length 50th (ft)	266	0	2	234	0	68	174
Queue Length 95th (ft)	346	46	11	376	62	128	267
Internal Link Dist (ft)	575			1335			932
Turn Bay Length (ft)		190	135		315	130	
Base Capacity (vph)	606	638	271	1762	977	484	2326
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.60	0.23	0.02	0.51	0.38	0.49	0.42

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBTU and 6:SBTL, Start of Green

Natural Cycle: 85

Control Type: Actuated-Coordinated

Splits and Phases: 1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd



HCM 6th Signalized Intersection Summary
1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

1b. Existing PM
08/20/2021

							
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	348	141	5	863	361	229	940
Future Volume (veh/h)	348	141	5	863	361	229	940
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No
Adj Sat Flow, veh/h/ln	1870	1870		1870	1870	1870	1870
Adj Flow Rate, veh/h	362	0		899	0	239	979
Peak Hour Factor	0.96	0.96		0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2		2	2	2	2
Cap, veh/h	397			2012		451	2437
Arrive On Green	0.22	0.00		0.57	0.00	0.07	0.69
Sat Flow, veh/h	1781	1585		3647	1585	1781	3647
Grp Volume(v), veh/h	362	0		899	0	239	979
Grp Sat Flow(s),veh/h/ln	1781	1585		1777	1585	1781	1777
Q Serve(g_s), s	23.8	0.0		17.6	0.0	6.4	14.3
Cycle Q Clear(g_c), s	23.8	0.0		17.6	0.0	6.4	14.3
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	397			2012		451	2437
V/C Ratio(X)	0.91			0.45		0.53	0.40
Avail Cap(c_a), veh/h	610			2012		609	2437
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00		1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	45.5	0.0		15.1	0.0	10.8	8.2
Incr Delay (d2), s/veh	12.9	0.0		0.7	0.0	1.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	11.6	0.0		6.5	0.0	2.2	4.5
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh	58.4	0.0		15.8	0.0	11.8	8.7
LnGrp LOS	E			B		B	A
Approach Vol, veh/h	362	A		899	A		1218
Approach Delay, s/veh	58.4			15.8			9.3
Approach LOS	E			B			A
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	14.4	73.4				87.8	32.2
Change Period (Y+Rc), s	5.5	5.5				5.5	5.5
Max Green Setting (Gmax), s	19.5	42.9				67.9	41.1
Max Q Clear Time (g_c+I1), s	8.4	19.6				16.3	25.8
Green Ext Time (p_c), s	0.5	10.4				15.9	0.9
Intersection Summary							
HCM 6th Ctrl Delay			18.8				
HCM 6th LOS			B				
Notes							
User approved ignoring U-Turning movement.							
Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.							

Intersection						
Int Delay, s/veh	1.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	30	3	1074	9	34	1296
Future Vol, veh/h	30	3	1074	9	34	1296
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	31	3	1107	9	35	1336
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1850	558	0	0	1116	0
Stage 1	1112	-	-	-	-	-
Stage 2	738	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	66	473	-	-	622	-
Stage 1	276	-	-	-	-	-
Stage 2	434	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	62	473	-	-	622	-
Mov Cap-2 Maneuver	62	-	-	-	-	-
Stage 1	276	-	-	-	-	-
Stage 2	410	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	104.6	0	0.3			
HCM LOS	F					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	67	622	-	
HCM Lane V/C Ratio	-	-	0.508	0.056	-	
HCM Control Delay (s)	-	-	104.6	11.1	-	
HCM Lane LOS	-	-	F	B	-	
HCM 95th %tile Q(veh)	-	-	2.1	0.2	-	

Intersection						
Int Delay, s/veh	1.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	30	11	93	154	27
Future Vol, veh/h	4	30	11	93	154	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	33	12	102	169	30
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	310	184	199	0	-	0
Stage 1	184	-	-	-	-	-
Stage 2	126	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	682	858	1373	-	-	-
Stage 1	848	-	-	-	-	-
Stage 2	900	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	676	858	1373	-	-	-
Mov Cap-2 Maneuver	676	-	-	-	-	-
Stage 1	840	-	-	-	-	-
Stage 2	900	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.5	0.8		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1373	-	832	-	-	
HCM Lane V/C Ratio	0.009	-	0.045	-	-	
HCM Control Delay (s)	7.6	0	9.5	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection						
Int Delay, s/veh	2.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	23	33	57	162	55
Future Vol, veh/h	32	23	33	57	162	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	24	35	60	171	58
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	330	200	229	0	-	0
Stage 1	200	-	-	-	-	-
Stage 2	130	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	665	841	1339	-	-	-
Stage 1	834	-	-	-	-	-
Stage 2	896	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	647	841	1339	-	-	-
Mov Cap-2 Maneuver	647	-	-	-	-	-
Stage 1	811	-	-	-	-	-
Stage 2	896	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.5	2.8		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1339	-	716	-	-	
HCM Lane V/C Ratio	0.026	-	0.081	-	-	
HCM Control Delay (s)	7.8	0	10.5	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-	

Intersection												
Int Delay, s/veh	4.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	↗
Traffic Vol, veh/h	56	393	110	137	373	21	17	2	93	10	1	50
Future Vol, veh/h	56	393	110	137	373	21	17	2	93	10	1	50
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	25	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	63	442	124	154	419	24	19	2	104	11	1	56
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	443	0	0	566	0	0	1398	1381	504	1422	1431	431
Stage 1	-	-	-	-	-	-	630	630	-	739	739	-
Stage 2	-	-	-	-	-	-	768	751	-	683	692	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1117	-	-	1006	-	-	118	144	568	114	134	624
Stage 1	-	-	-	-	-	-	470	475	-	409	424	-
Stage 2	-	-	-	-	-	-	394	418	-	439	445	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1117	-	-	1006	-	-	84	105	568	72	98	624
Mov Cap-2 Maneuver	-	-	-	-	-	-	84	105	-	72	98	-
Stage 1	-	-	-	-	-	-	431	435	-	375	338	-
Stage 2	-	-	-	-	-	-	284	333	-	326	408	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.8			2.4			26.5			20.7		
HCM LOS							D			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	291	1117	-	-	1006	-	-	74	624			
HCM Lane V/C Ratio	0.432	0.056	-	-	0.153	-	-	0.167	0.09			
HCM Control Delay (s)	26.5	8.4	0	-	9.2	0	-	63.2	11.3			
HCM Lane LOS	D	A	A	-	A	A	-	F	B			
HCM 95th %tile Q(veh)	2.1	0.2	-	-	0.5	-	-	0.6	0.3			

**FUTURE “NO-BUILD” INTERSECTION
ANALYSIS**

Timings

1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

2a. Future No-Build AM

08/20/2021

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	287	58	6	1005	317	145	707
Future Volume (vph)	287	58	6	1005	317	145	707
Lane Group Flow (vph)	296	60	6	1036	327	149	729
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	3			2		1	6
Permitted Phases		8	2		2	6	
Detector Phase	3	8	2	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	6.0	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	15.0	46.5	23.5	23.5	23.5	15.0	23.5
Total Split (s)	46.6	46.6	56.4	56.4	56.4	17.0	73.4
Total Split (%)	38.8%	38.8%	47.0%	47.0%	47.0%	14.2%	61.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Min	C-Min	C-Min	None	C-Min
v/c Ratio	0.79	0.16	0.02	0.51	0.31	0.41	0.30
Control Delay	58.8	9.2	14.7	18.0	2.6	10.6	8.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	58.8	9.2	14.7	18.0	2.6	10.6	8.1
Queue Length 50th (ft)	218	0	2	245	0	35	103
Queue Length 95th (ft)	293	33	10	367	48	72	165
Internal Link Dist (ft)	575			1335			932
Turn Bay Length (ft)		190	135		315	130	
Base Capacity (vph)	606	581	398	2017	1042	385	2458
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.49	0.10	0.02	0.51	0.31	0.39	0.30

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBTU and 6:SBTL, Start of Green

Natural Cycle: 95

Control Type: Actuated-Coordinated

Splits and Phases: 1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd



HCM 6th Signalized Intersection Summary
1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

2a. Future No-Build AM

08/20/2021

							
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	287	58	6	1005	317	145	707
Future Volume (veh/h)	287	58	6	1005	317	145	707
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach	No			No		No	
Adj Sat Flow, veh/h/ln	1870	1870		1870	1870	1870	1870
Adj Flow Rate, veh/h	296	0		1036	0	149	729
Peak Hour Factor	0.97	0.97		0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2		2	2	2	2
Cap, veh/h	330			2244		403	2569
Arrive On Green	0.19	0.00		0.63	0.00	0.05	0.72
Sat Flow, veh/h	1781	1585		3647	1585	1781	3647
Grp Volume(v), veh/h	296	0		1036	0	149	729
Grp Sat Flow(s),veh/h/ln	1781	1585		1777	1585	1781	1777
Q Serve(g_s), s	19.5	0.0		18.2	0.0	3.4	8.6
Cycle Q Clear(g_c), s	19.5	0.0		18.2	0.0	3.4	8.6
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	330			2244		403	2569
V/C Ratio(X)	0.90			0.46		0.37	0.28
Avail Cap(c_a), veh/h	610			2244		492	2569
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00		1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	47.7	0.0		11.5	0.0	8.5	5.8
Incr Delay (d2), s/veh	8.6	0.0		0.7	0.0	0.6	0.3
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.2	0.0		6.3	0.0	1.1	2.5
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh	56.3	0.0		12.2	0.0	9.1	6.1
LnGrp LOS	E			B		A	A
Approach Vol, veh/h	296	A		1036	A		878
Approach Delay, s/veh	56.3			12.2			6.6
Approach LOS	E			B			A
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	11.0	81.3				92.2	27.8
Change Period (Y+Rc), s	5.5	5.5				5.5	5.5
Max Green Setting (Gmax), s	11.5	50.9				67.9	41.1
Max Q Clear Time (g_c+I1), s	5.4	20.2				10.6	21.5
Green Ext Time (p_c), s	0.2	14.1				10.7	0.8
Intersection Summary							
HCM 6th Ctrl Delay			15.9				
HCM 6th LOS			B				
Notes							
User approved ignoring U-Turning movement.							
Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.							

Intersection						
Int Delay, s/veh	5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	51	0	1210	11	20	980
Future Vol, veh/h	51	0	1210	11	20	980
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	55	0	1315	12	22	1065
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1898	664	0	0	1327	0
Stage 1	1321	-	-	-	-	-
Stage 2	577	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	61	403	-	-	516	-
Stage 1	214	-	-	-	-	-
Stage 2	525	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	58	403	-	-	516	-
Mov Cap-2 Maneuver	58	-	-	-	-	-
Stage 1	214	-	-	-	-	-
Stage 2	502	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	220.8	0	0.2			
HCM LOS	F					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	58	516	-	
HCM Lane V/C Ratio	-	-	0.956	0.042	-	
HCM Control Delay (s)	-	-	220.8	12.3	-	
HCM Lane LOS	-	-	F	B	-	
HCM 95th %tile Q(veh)	-	-	4.4	0.1	-	

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	10	17	99	60	44
Future Vol, veh/h	12	10	17	99	60	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	12	21	122	74	54
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	265	101	128	0	-	0
Stage 1	101	-	-	-	-	-
Stage 2	164	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	724	954	1458	-	-	-
Stage 1	923	-	-	-	-	-
Stage 2	865	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	713	954	1458	-	-	-
Mov Cap-2 Maneuver	713	-	-	-	-	-
Stage 1	909	-	-	-	-	-
Stage 2	865	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.6	1.1		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1458	-	805	-	-	
HCM Lane V/C Ratio	0.014	-	0.034	-	-	
HCM Control Delay (s)	7.5	0	9.6	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection						
Int Delay, s/veh	3.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	54	28	56	63	72	89
Future Vol, veh/h	54	28	56	63	72	89
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	67	35	69	78	89	110

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	360	144	199
Stage 1	144	-	-
Stage 2	216	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	639	903	1373
Stage 1	883	-	-
Stage 2	820	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	605	903	1373
Mov Cap-2 Maneuver	605	-	-
Stage 1	836	-	-
Stage 2	820	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.2	3.7	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1373	-	682	-	-
HCM Lane V/C Ratio	0.05	-	0.148	-	-
HCM Control Delay (s)	7.8	0	11.2	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection												
Int Delay, s/veh	3.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	↗
Traffic Vol, veh/h	15	378	63	100	298	8	28	2	104	1	2	8
Future Vol, veh/h	15	378	63	100	298	8	28	2	104	1	2	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	25	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	415	69	110	327	9	31	2	114	1	2	9
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	336	0	0	484	0	0	1039	1038	450	1092	1068	332
Stage 1	-	-	-	-	-	-	482	482	-	552	552	-
Stage 2	-	-	-	-	-	-	557	556	-	540	516	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1223	-	-	1079	-	-	209	231	609	192	222	710
Stage 1	-	-	-	-	-	-	565	553	-	518	515	-
Stage 2	-	-	-	-	-	-	515	513	-	526	534	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1223	-	-	1079	-	-	182	198	609	138	190	710
Mov Cap-2 Maneuver	-	-	-	-	-	-	182	198	-	138	190	-
Stage 1	-	-	-	-	-	-	555	543	-	509	450	-
Stage 2	-	-	-	-	-	-	442	448	-	418	524	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			2.1			19.2			14.6		
HCM LOS							C			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	400	1223	-	-	1079	-	-	169	710			
HCM Lane V/C Ratio	0.368	0.013	-	-	0.102	-	-	0.02	0.012			
HCM Control Delay (s)	19.2	8	0	-	8.7	0	-	26.7	10.1			
HCM Lane LOS	C	A	A	-	A	A	-	D	B			
HCM 95th %tile Q(veh)	1.7	0	-	-	0.3	-	-	0.1	0			

Timings

1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

2b. Future No-Build PM

08/20/2021

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	373	151	5	925	387	245	1008
Future Volume (vph)	373	151	5	925	387	245	1008
Lane Group Flow (vph)	389	157	5	964	403	255	1050
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	3			2		1	6
Permitted Phases		8	2		2	6	
Detector Phase	3	8	2	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	6.0	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	15.0	46.5	23.5	23.5	23.5	15.0	23.5
Total Split (s)	46.5	46.5	49.5	49.5	49.5	24.0	73.5
Total Split (%)	38.8%	38.8%	41.3%	41.3%	41.3%	20.0%	61.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Min	C-Min	C-Min	None	C-Min
v/c Ratio	0.83	0.29	0.02	0.57	0.42	0.65	0.46
Control Delay	56.6	5.9	22.6	26.3	3.8	19.3	12.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	56.6	5.9	22.6	26.3	3.8	19.3	12.5
Queue Length 50th (ft)	284	0	2	275	0	77	202
Queue Length 95th (ft)	366	47	12	415	64	153	304
Internal Link Dist (ft)	575			1335			932
Turn Bay Length (ft)		190	135		315	130	
Base Capacity (vph)	604	644	242	1684	964	437	2278
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.64	0.24	0.02	0.57	0.42	0.58	0.46

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBTU and 6:SBTL, Start of Green

Natural Cycle: 85

Control Type: Actuated-Coordinated

Splits and Phases: 1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd



HCM 6th Signalized Intersection Summary
1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

2b. Future No-Build PM

08/20/2021

							
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	373	151	5	925	387	245	1008
Future Volume (veh/h)	373	151	5	925	387	245	1008
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No
Adj Sat Flow, veh/h/ln	1870	1870		1870	1870	1870	1870
Adj Flow Rate, veh/h	389	0		964	0	255	1050
Peak Hour Factor	0.96	0.96		0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2		2	2	2	2
Cap, veh/h	423			1934		422	2383
Arrive On Green	0.24	0.00		0.54	0.00	0.08	0.67
Sat Flow, veh/h	1781	1585		3647	1585	1781	3647
Grp Volume(v), veh/h	389	0		964	0	255	1050
Grp Sat Flow(s),veh/h/ln	1781	1585		1777	1585	1781	1777
Q Serve(g_s), s	25.6	0.0		20.4	0.0	7.2	16.6
Cycle Q Clear(g_c), s	25.6	0.0		20.4	0.0	7.2	16.6
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	423			1934		422	2383
V/C Ratio(X)	0.92			0.50		0.60	0.44
Avail Cap(c_a), veh/h	609			1934		553	2383
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00		1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	44.6	0.0		17.1	0.0	12.7	9.2
Incr Delay (d2), s/veh	14.8	0.0		0.9	0.0	1.4	0.6
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.6	0.0		7.6	0.0	2.5	5.4
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh	59.4	0.0		18.0	0.0	14.1	9.8
LnGrp LOS	E			B		B	A
Approach Vol, veh/h	389	A		964	A		1305
Approach Delay, s/veh	59.4			18.0			10.7
Approach LOS	E			B			B
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	15.1	70.8				86.0	34.0
Change Period (Y+Rc), s	5.5	5.5				5.5	5.5
Max Green Setting (Gmax), s	18.5	44.0				68.0	41.0
Max Q Clear Time (g_c+I1), s	9.2	22.4				18.6	27.6
Green Ext Time (p_c), s	0.5	10.8				17.4	1.0
Intersection Summary							
HCM 6th Ctrl Delay			20.5				
HCM 6th LOS			C				
Notes							
User approved ignoring U-Turning movement.							
Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.							

Intersection

Int Delay, s/veh 2.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	32	3	1151	10	37	1389
Future Vol, veh/h	32	3	1151	10	37	1389
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	33	3	1187	10	38	1432

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1984	599	0
Stage 1	1192	-	-
Stage 2	792	-	-
Critical Hdwy	6.84	6.94	-
Critical Hdwy Stg 1	5.84	-	-
Critical Hdwy Stg 2	5.84	-	-
Follow-up Hdwy	3.52	3.32	-
Pot Cap-1 Maneuver	53	445	-
Stage 1	250	-	-
Stage 2	407	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	50	445	-
Mov Cap-2 Maneuver	50	-	-
Stage 1	250	-	-
Stage 2	380	-	-

Approach	WB	NB	SB
HCM Control Delay, s	157.1	0	0.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	54	579
HCM Lane V/C Ratio	-	-	0.668	0.066
HCM Control Delay (s)	-	-	157.1	11.7
HCM Lane LOS	-	-	F	B
HCM 95th %tile Q(veh)	-	-	2.7	0.2

Intersection						
Int Delay, s/veh	1.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	32	12	100	165	29
Future Vol, veh/h	4	32	12	100	165	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	35	13	110	181	32
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	333	197	213	0	-	0
Stage 1	197	-	-	-	-	-
Stage 2	136	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	662	844	1357	-	-	-
Stage 1	836	-	-	-	-	-
Stage 2	890	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	655	844	1357	-	-	-
Mov Cap-2 Maneuver	655	-	-	-	-	-
Stage 1	828	-	-	-	-	-
Stage 2	890	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.6	0.8		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1357	-	818	-	-	
HCM Lane V/C Ratio	0.01	-	0.048	-	-	
HCM Control Delay (s)	7.7	0	9.6	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.2	-	-	

Intersection						
Int Delay, s/veh	2.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	34	25	35	61	174	59
Future Vol, veh/h	34	25	35	61	174	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	26	37	64	183	62
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	352	214	245	0	-	0
Stage 1	214	-	-	-	-	-
Stage 2	138	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	646	826	1321	-	-	-
Stage 1	822	-	-	-	-	-
Stage 2	889	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	627	826	1321	-	-	-
Mov Cap-2 Maneuver	627	-	-	-	-	-
Stage 1	798	-	-	-	-	-
Stage 2	889	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.7	2.8		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1321	-	698	-	-	
HCM Lane V/C Ratio	0.028	-	0.089	-	-	
HCM Control Delay (s)	7.8	0	10.7	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-	

Intersection												
Int Delay, s/veh	5.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	↗
Traffic Vol, veh/h	60	421	118	147	400	23	18	2	100	11	1	54
Future Vol, veh/h	60	421	118	147	400	23	18	2	100	11	1	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	25	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	67	473	133	165	449	26	20	2	112	12	1	61
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	475	0	0	606	0	0	1497	1479	540	1523	1532	462
Stage 1	-	-	-	-	-	-	674	674	-	792	792	-
Stage 2	-	-	-	-	-	-	823	805	-	731	740	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1087	-	-	972	-	-	101	126	542	97	117	600
Stage 1	-	-	-	-	-	-	444	454	-	382	401	-
Stage 2	-	-	-	-	-	-	368	395	-	413	423	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1087	-	-	972	-	-	69	88	542	58	81	600
Mov Cap-2 Maneuver	-	-	-	-	-	-	69	88	-	58	81	-
Stage 1	-	-	-	-	-	-	402	411	-	346	308	-
Stage 2	-	-	-	-	-	-	253	303	-	295	383	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			2.4			33.7			24.7		
HCM LOS							D			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	256	1087	-	-	972	-	-	59	600			
HCM Lane V/C Ratio	0.527	0.062	-	-	0.17	-	-	0.229	0.101			
HCM Control Delay (s)	33.7	8.5	0	-	9.5	0	-	83.2	11.7			
HCM Lane LOS	D	A	A	-	A	A	-	F	B			
HCM 95th %tile Q(veh)	2.8	0.2	-	-	0.6	-	-	0.8	0.3			

FUTURE “**BUILD**” INTERSECTION ANALYSIS

Timings

1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

3a. Future Build AM

08/23/2021

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	287	110	6	1027	317	163	715
Future Volume (vph)	287	110	6	1027	317	163	715
Lane Group Flow (vph)	296	113	6	1059	327	168	737
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	3			2		1	6
Permitted Phases		8	2		2	6	
Detector Phase	3	8	2	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	6.0	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	15.0	46.5	23.5	23.5	23.5	15.0	23.5
Total Split (s)	46.5	46.5	56.5	56.5	56.5	17.0	73.5
Total Split (%)	38.8%	38.8%	47.1%	47.1%	47.1%	14.2%	61.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Min	C-Min	C-Min	None	C-Min
v/c Ratio	0.79	0.27	0.02	0.53	0.32	0.47	0.30
Control Delay	58.8	7.8	14.8	18.5	2.6	11.6	8.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	58.8	7.8	14.8	18.5	2.6	11.6	8.1
Queue Length 50th (ft)	218	0	2	256	0	40	104
Queue Length 95th (ft)	293	44	10	378	48	81	167
Internal Link Dist (ft)	575			1335			932
Turn Bay Length (ft)		190	135		315	130	
Base Capacity (vph)	604	615	392	2004	1038	374	2458
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.49	0.18	0.02	0.53	0.32	0.45	0.30

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBTU and 6:SBTL, Start of Green

Natural Cycle: 95

Control Type: Actuated-Coordinated

Splits and Phases: 1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd



HCM 6th Signalized Intersection Summary
1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

3a. Future Build AM
08/23/2021

							
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	287	110	6	1027	317	163	715
Future Volume (veh/h)	287	110	6	1027	317	163	715
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach	No			No		No	
Adj Sat Flow, veh/h/ln	1870	1870		1870	1870	1870	1870
Adj Flow Rate, veh/h	296	0		1059	0	168	737
Peak Hour Factor	0.97	0.97		0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2		2	2	2	2
Cap, veh/h	330			2228		399	2569
Arrive On Green	0.19	0.00		0.63	0.00	0.05	0.72
Sat Flow, veh/h	1781	1585		3647	1585	1781	3647
Grp Volume(v), veh/h	296	0		1059	0	168	737
Grp Sat Flow(s),veh/h/ln	1781	1585		1777	1585	1781	1777
Q Serve(g_s), s	19.5	0.0		19.0	0.0	3.8	8.7
Cycle Q Clear(g_c), s	19.5	0.0		19.0	0.0	3.8	8.7
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	330			2228		399	2569
V/C Ratio(X)	0.90			0.48		0.42	0.29
Avail Cap(c_a), veh/h	609			2228		480	2569
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00		1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	47.7	0.0		11.9	0.0	8.9	5.8
Incr Delay (d2), s/veh	8.6	0.0		0.7	0.0	0.7	0.3
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.2	0.0		6.6	0.0	1.2	2.5
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh	56.3	0.0		12.6	0.0	9.6	6.1
LnGrp LOS	E			B		A	A
Approach Vol, veh/h	296	A		1059	A		905
Approach Delay, s/veh	56.3			12.6			6.7
Approach LOS	E			B			A
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	11.5	80.8				92.2	27.8
Change Period (Y+Rc), s	5.5	5.5				5.5	5.5
Max Green Setting (Gmax), s	11.5	51.0				68.0	41.0
Max Q Clear Time (g_c+I1), s	5.8	21.0				10.7	21.5
Green Ext Time (p_c), s	0.2	14.3				10.9	0.8
Intersection Summary							
HCM 6th Ctrl Delay			16.0				
HCM 6th LOS			B				
Notes							
User approved ignoring U-Turning movement.							
Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.							

Intersection						
Int Delay, s/veh	11.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	68	11	1213	14	28	980
Future Vol, veh/h	68	11	1213	14	28	980
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	74	12	1318	15	30	1065
Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1919	667	0	0	1333	0
Stage 1	1326	-	-	-	-	-
Stage 2	593	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	~ 59	401	-	-	513	-
Stage 1	212	-	-	-	-	-
Stage 2	515	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	~ 56	401	-	-	513	-
Mov Cap-2 Maneuver	~ 56	-	-	-	-	-
Stage 1	212	-	-	-	-	-
Stage 2	485	-	-	-	-	-
Approach	WB		NB		SB	
HCM Control Delay, s\$	337.8		0		0.3	
HCM LOS	F					
Minor Lane/Major Mvmt	NBT		NBRWBLn1		SBL	SBT
Capacity (veh/h)	-		-		64	513
HCM Lane V/C Ratio	-		-		1.342	0.059
HCM Control Delay (s)	-		-		\$ 337.8	12.5
HCM Lane LOS	-		-		F	B
HCM 95th %tile Q(veh)	-		-		7.2	0.2
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	22	10	17	100	62	72
Future Vol, veh/h	22	10	17	100	62	72
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	12	21	123	77	89

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	287	122	166	0	-	0
Stage 1	122	-	-	-	-	-
Stage 2	165	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	703	929	1412	-	-	-
Stage 1	903	-	-	-	-	-
Stage 2	864	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	692	929	1412	-	-	-
Mov Cap-2 Maneuver	692	-	-	-	-	-
Stage 1	889	-	-	-	-	-
Stage 2	864	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	1.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1412	-	752	-	-
HCM Lane V/C Ratio	0.015	-	0.053	-	-
HCM Control Delay (s)	7.6	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection						
Int Delay, s/veh	3.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	57	28	56	74	102	100
Future Vol, veh/h	57	28	56	74	102	100
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	81	81	81	81	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	70	35	69	91	126	123
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	417	188	249	0	-	0
Stage 1	188	-	-	-	-	-
Stage 2	229	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	592	854	1317	-	-	-
Stage 1	844	-	-	-	-	-
Stage 2	809	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	559	854	1317	-	-	-
Mov Cap-2 Maneuver	559	-	-	-	-	-
Stage 1	798	-	-	-	-	-
Stage 2	809	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	11.8	3.4		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1317	-	631	-	-	
HCM Lane V/C Ratio	0.052	-	0.166	-	-	
HCM Control Delay (s)	7.9	0	11.8	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0.2	-	0.6	-	-	

Intersection												
Int Delay, s/veh	9.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	↕
Traffic Vol, veh/h	15	378	81	104	298	8	80	4	115	1	3	8
Future Vol, veh/h	15	378	81	104	298	8	80	4	115	1	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	25	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	415	89	114	327	9	88	4	126	1	3	9

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	336	0	0	504	0	0	1058	1056	460	1117	1096	332
Stage 1	-	-	-	-	-	-	492	492	-	560	560	-
Stage 2	-	-	-	-	-	-	566	564	-	557	536	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1223	-	-	1061	-	-	203	225	601	185	213	710
Stage 1	-	-	-	-	-	-	558	548	-	513	511	-
Stage 2	-	-	-	-	-	-	509	508	-	515	523	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1223	-	-	1061	-	-	175	192	601	127	181	710
Mov Cap-2 Maneuver	-	-	-	-	-	-	175	192	-	127	181	-
Stage 1	-	-	-	-	-	-	548	538	-	504	444	-
Stage 2	-	-	-	-	-	-	433	441	-	396	514	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	2.2	44.6	15.9
HCM LOS			E	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	297	1223	-	-	1061	-	-	164	710
HCM Lane V/C Ratio	0.736	0.013	-	-	0.108	-	-	0.027	0.012
HCM Control Delay (s)	44.6	8	0	-	8.8	0	-	27.6	10.1
HCM Lane LOS	E	A	A	-	A	A	-	D	B
HCM 95th %tile Q(veh)	5.4	0	-	-	0.4	-	-	0.1	0

Intersection						
Int Delay, s/veh	3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	42	65	117	14	22	161
Future Vol, veh/h	42	65	117	14	22	161
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	75	135	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	46	71	127	15	24	175
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	350	127	0	0	142	0
Stage 1	127	-	-	-	-	-
Stage 2	223	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	647	923	-	-	1441	-
Stage 1	899	-	-	-	-	-
Stage 2	814	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	636	923	-	-	1441	-
Mov Cap-2 Maneuver	636	-	-	-	-	-
Stage 1	899	-	-	-	-	-
Stage 2	800	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.4	0	0.9			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	784	1441	-	
HCM Lane V/C Ratio	-	-	0.148	0.017	-	
HCM Control Delay (s)	-	-	10.4	7.5	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-	

Timings

1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

3b. Future Build PM

08/23/2021

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	373	186	5	940	387	304	1033
Future Volume (vph)	373	186	5	940	387	304	1033
Lane Group Flow (vph)	389	194	5	979	403	317	1076
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	3			2		1	6
Permitted Phases		8	2		2	6	
Detector Phase	3	8	2	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	6.0	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	15.0	46.5	23.5	23.5	23.5	15.0	23.5
Total Split (s)	46.5	46.5	46.5	46.5	46.5	27.0	73.5
Total Split (%)	38.8%	38.8%	38.8%	38.8%	38.8%	22.5%	61.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Min	C-Min	C-Min	None	C-Min
v/c Ratio	0.83	0.35	0.02	0.63	0.44	0.75	0.47
Control Delay	56.6	5.8	25.0	30.4	4.2	27.8	12.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	56.6	5.8	25.0	30.4	4.2	27.8	12.7
Queue Length 50th (ft)	284	0	2	316	0	111	208
Queue Length 95th (ft)	366	51	12	442	68	238	314
Internal Link Dist (ft)	575			1335			932
Turn Bay Length (ft)		190	135		315	130	
Base Capacity (vph)	604	668	216	1547	918	452	2278
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.64	0.29	0.02	0.63	0.44	0.70	0.47

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBTU and 6:SBTL, Start of Green

Natural Cycle: 95

Control Type: Actuated-Coordinated

Splits and Phases: 1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd



HCM 6th Signalized Intersection Summary
1: SR 61 (Carrollton Villa Rica Hwy) & S Carroll Rd

3b. Future Build PM
08/23/2021

							
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	373	186	5	940	387	304	1033
Future Volume (veh/h)	373	186	5	940	387	304	1033
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach	No			No		No	
Adj Sat Flow, veh/h/ln	1870	1870		1870	1870	1870	1870
Adj Flow Rate, veh/h	389	0		979	0	317	1076
Peak Hour Factor	0.96	0.96		0.96	0.96	0.96	0.96
Percent Heavy Veh, %	2	2		2	2	2	2
Cap, veh/h	423			1866		435	2383
Arrive On Green	0.24	0.00		0.53	0.00	0.10	0.67
Sat Flow, veh/h	1781	1585		3647	1585	1781	3647
Grp Volume(v), veh/h	389	0		979	0	317	1076
Grp Sat Flow(s),veh/h/ln	1781	1585		1777	1585	1781	1777
Q Serve(g_s), s	25.6	0.0		21.7	0.0	9.3	17.2
Cycle Q Clear(g_c), s	25.6	0.0		21.7	0.0	9.3	17.2
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	423			1866		435	2383
V/C Ratio(X)	0.92			0.52		0.73	0.45
Avail Cap(c_a), veh/h	609			1866		577	2383
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00		1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	44.6	0.0		18.7	0.0	14.6	9.3
Incr Delay (d2), s/veh	14.8	0.0		1.1	0.0	3.2	0.6
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.6	0.0		8.3	0.0	3.4	5.6
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh	59.4	0.0		19.7	0.0	17.8	10.0
LnGrp LOS	E			B		B	A
Approach Vol, veh/h	389	A		979	A		1393
Approach Delay, s/veh	59.4			19.7			11.7
Approach LOS	E			B			B
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	17.5	68.5				86.0	34.0
Change Period (Y+Rc), s	5.5	5.5				5.5	5.5
Max Green Setting (Gmax), s	21.5	41.0				68.0	41.0
Max Q Clear Time (g_c+I1), s	11.3	23.7				19.2	27.6
Green Ext Time (p_c), s	0.6	9.5				18.0	1.0
Intersection Summary							
HCM 6th Ctrl Delay			21.3				
HCM 6th LOS			C				
Notes							
User approved ignoring U-Turning movement.							
Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.							

Intersection						
Int Delay, s/veh	5.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	43	10	1161	20	62	1389
Future Vol, veh/h	43	10	1161	20	62	1389
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	44	10	1197	21	64	1432
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	2052	609	0	0	1218	0
Stage 1	1208	-	-	-	-	-
Stage 2	844	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	48	438	-	-	568	-
Stage 1	246	-	-	-	-	-
Stage 2	382	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	~ 43	438	-	-	568	-
Mov Cap-2 Maneuver	~ 43	-	-	-	-	-
Stage 1	246	-	-	-	-	-
Stage 2	339	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	266.9	0		0.5		
HCM LOS	F					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	52	568	-	
HCM Lane V/C Ratio	-	-	1.051	0.113	-	
HCM Control Delay (s)	-	-	266.9	12.1	-	
HCM Lane LOS	-	-	F	B	-	
HCM 95th %tile Q(veh)	-	-	4.7	0.4	-	
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Intersection						
Int Delay, s/veh	2.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	39	32	12	102	166	48
Future Vol, veh/h	39	32	12	102	166	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	43	35	13	112	182	53
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	347	209	235	0	-	0
Stage 1	209	-	-	-	-	-
Stage 2	138	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	650	831	1332	-	-	-
Stage 1	826	-	-	-	-	-
Stage 2	889	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	644	831	1332	-	-	-
Mov Cap-2 Maneuver	644	-	-	-	-	-
Stage 1	818	-	-	-	-	-
Stage 2	889	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.6	0.8		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1332	-	717	-	-	
HCM Lane V/C Ratio	0.01	-	0.109	-	-	
HCM Control Delay (s)	7.7	0	10.6	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0	-	0.4	-	-	

Intersection						
Int Delay, s/veh	2.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	44	25	35	99	194	66
Future Vol, veh/h	44	25	35	99	194	66
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	46	26	37	104	204	69
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	417	239	273	0	-	0
Stage 1	239	-	-	-	-	-
Stage 2	178	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	592	800	1290	-	-	-
Stage 1	801	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	574	800	1290	-	-	-
Mov Cap-2 Maneuver	574	-	-	-	-	-
Stage 1	777	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	11.4	2.1		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1290	-	639	-	-	
HCM Lane V/C Ratio	0.029	-	0.114	-	-	
HCM Control Delay (s)	7.9	0	11.4	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-	

Intersection												
Int Delay, s/veh	29.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	↗
Traffic Vol, veh/h	60	421	177	159	400	23	53	3	107	11	3	54
Future Vol, veh/h	60	421	177	159	400	23	53	3	107	11	3	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	25	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	67	473	199	179	449	26	60	3	120	12	3	61
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	475	0	0	672	0	0	1559	1540	573	1588	1626	462
Stage 1	-	-	-	-	-	-	707	707	-	820	820	-
Stage 2	-	-	-	-	-	-	852	833	-	768	806	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1087	-	-	919	-	-	91	115	519	87	102	600
Stage 1	-	-	-	-	-	-	426	438	-	369	389	-
Stage 2	-	-	-	-	-	-	354	384	-	394	395	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1087	-	-	919	-	-	~ 58	76	519	48	67	600
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 58	76	-	48	67	-
Stage 1	-	-	-	-	-	-	383	393	-	331	286	-
Stage 2	-	-	-	-	-	-	231	282	-	270	355	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.8			2.7			237.2			30.8		
HCM LOS							F			D		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	141	1087	-	-	919	-	-	51	600			
HCM Lane V/C Ratio	1.299	0.062	-	-	0.194	-	-	0.308	0.101			
HCM Control Delay (s)	237.2	8.5	0	-	9.9	0	-	104.4	11.7			
HCM Lane LOS	F	A	A	-	A	A	-	F	B			
HCM 95th %tile Q(veh)	11.3	0.2	-	-	0.7	-	-	1.1	0.3			
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s			+: Computation Not Defined				*: All major volume in platoon			

Intersection						
Int Delay, s/veh	2.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	28	43	95	47	74	233
Future Vol, veh/h	28	43	95	47	74	233
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	75	135	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	30	47	103	51	80	253
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	516	103	0	0	154	0
Stage 1	103	-	-	-	-	-
Stage 2	413	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	519	952	-	-	1426	-
Stage 1	921	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	490	952	-	-	1426	-
Mov Cap-2 Maneuver	490	-	-	-	-	-
Stage 1	921	-	-	-	-	-
Stage 2	631	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.8	0	1.9			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	694	1426	-	
HCM Lane V/C Ratio	-	-	0.111	0.056	-	
HCM Control Delay (s)	-	-	10.8	7.7	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.4	0.2	-	

T R A F F I C V O L U M E W O R K S H E E T S

21-114 Residential Development on Reed Road (W. Liberty Road) and Tolbert Drive - Villa Rica, GA
Traffic Volumes

A&R Engineering
 August 2021

1. SR 61 @ S. Carroll Rd

A.M. Peak Hour

Condition	SR 61 (Carrollton Villa Rica Highway)					SR 61 (Carrollton Villa Rica Highway)					- Eastbound					South Carol Road Westbound				
	Northbound					Southbound														
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	5	0	844	267	1116	1	121	594	0	716	0	0	0	0	0	0	241	0	49	290
Adjusted Existing 2021 Volumes:	6	0	937	296	1239	1	134	659	0	794	0	0	0	0	0	0	268	0	54	322
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	6	0	1005	317	1328	1	144	707	0	852	0	0	0	0	0	0	287	0	58	345
Total New Trips:	0	0	22	0	22	0	18	8	0	26	0	0	0	0	0	0	0	0	52	52
Future 2028 Traffic Volumes:	6	0	1027	317	1350	1	162	715	0	878	0	0	0	0	0	0	287	0	110	397

P.M. Peak Hour

Condition	SR 61 (Carrollton Villa Rica Highway)					SR 61 (Carrollton Villa Rica Highway)					- Eastbound					South Carol Road Westbound				
	Northbound					Southbound														
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	5	0	830	347	1182	3	217	904	0	1124	0	0	0	0	0	0	335	0	136	471
Adjusted Existing 2021 Volumes:	5	0	863	361	1229	3	226	940	0	1169	0	0	0	0	0	0	348	0	141	489
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	5	0	925	387	1317	3	242	1008	0	1253	0	0	0	0	0	0	373	0	151	524
Total New Trips:	0	0	15	0	15	0	59	25	0	84	0	0	0	0	0	0	0	0	35	35
Future 2028 Traffic Volumes:	5	0	940	387	1332	3	301	1033	0	1337	0	0	0	0	0	0	373	0	186	559

Number of Years = 7
 Growth Factor (%) = 1
 AM Covid-19 Factor: 11%
 PM Covid-19 Factor: 4%

21-114 Residential Development on Reed Road (W. Liberty Road) and Tolbert Drive - Villa Rica, GA
Traffic Volumes

A&R Engineering
 August 2021

2. SR 61 @ Tolbert Dr

A.M. Peak Hour

Condition	SR 61 (Carrollton Villa Rica Highway)					SR 61 (Carrollton Villa Rica Highway)					- Eastbound					Tolbert Drive Westbound				
	Northbound					Southbound														
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	0	1017	9	1026	5	12	823	0	840	0	0	0	0	0	0	43	0	0	43
Adjusted Existing 2021 Volumes:	0	0	1129	10	1139	6	13	914	0	933	0	0	0	0	0	0	48	0	0	48
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	0	1210	11	1221	6	14	980	0	1000	0	0	0	0	0	0	51	0	0	51
Total New Trips:	0	0	3	3	6	0	8	0	0	8	0	0	0	0	0	0	17	0	11	28
Future 2028 Traffic Volumes:	0	0	1213	14	1227	6	22	980	0	1008	0	0	0	0	0	0	68	0	11	79

P.M. Peak Hour

Condition	SR 61 (Carrollton Villa Rica Highway)					SR 61 (Carrollton Villa Rica Highway)					- Eastbound					Tolbert Drive Westbound				
	Northbound					Southbound														
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	0	1033	9	1042	12	21	1246	0	1279	0	0	0	0	0	0	29	0	3	32
Adjusted Existing 2021 Volumes:	0	0	1074	9	1083	12	22	1296	0	1330	0	0	0	0	0	0	30	0	3	33
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	0	1151	10	1161	13	24	1389	0	1426	0	0	0	0	0	0	32	0	3	35
Total New Trips:	0	0	10	10	20	0	25	0	0	25	0	0	0	0	0	0	11	0	7	18
Future 2028 Traffic Volumes:	0	0	1161	20	1181	13	49	1389	0	1451	0	0	0	0	0	0	43	0	10	53

Number of Years = 7
 Growth Factor (%) = 1
 AM Covid-19 Factor: 11%
 PM Covid-19 Factor: 4%

21-114 Residential Development on Reed Road (W. Liberty Road) and Tolbert Drive - Villa Rica, GA
Traffic Volumes

A&R Engineering
 August 2021

3. Tolbert Dr @ W. Liberty Rd

A.M. Peak Hour

Condition	W. Liberty Road (Reed Road)					Tolbert Drive Southbound					Tolbert Drive Eastbound					- Westbound				
	Northbound					Southbound					Eastbound					Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	14	83	0	97	0	0	50	37	87	0	10	0	8	18	0	0	0	0	0
Adjusted Existing 2021 Volumes:	0	16	92	0	108	0	0	56	41	97	0	11	0	9	20	0	0	0	0	0
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	17	99	0	116	0	0	60	44	104	0	12	0	10	22	0	0	0	0	0
Total New Trips:	0	0	1	0	1	0	0	2	28	30	0	10	0	0	10	0	0	0	0	0
Future 2028 Traffic Volumes:	0	17	100	0	117	0	0	62	72	134	0	22	0	10	32	0	0	0	0	0

P.M. Peak Hour

Condition	W. Liberty Road (Reed Road)					Tolbert Drive Southbound					Tolbert Drive Eastbound					- Westbound				
	Northbound					Southbound					Eastbound					Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	11	89	0	100	0	0	148	26	174	0	4	0	29	33	0	0	0	0	0
Adjusted Existing 2021 Volumes:	0	11	93	0	104	0	0	154	27	181	0	4	0	30	34	0	0	0	0	0
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	12	100	0	112	0	0	165	29	194	0	4	0	32	36	0	0	0	0	0
Total New Trips:	0	0	2	0	2	0	0	1	19	20	0	35	0	0	35	0	0	0	0	0
Future 2028 Traffic Volumes:	0	12	102	0	114	0	0	166	48	214	0	39	0	32	71	0	0	0	0	0

Number of Years = 7
 Growth Factor (%) = 1
 AM Covid-19 Factor: 11%
 PM Covid-19 Factor: 4%

21-114 Residential Development on Reed Road (W. Liberty Road) and Tolbert Drive - Villa Rica, GA
Traffic Volumes

A&R Engineering
 August 2021

4. Tolbert Dr @ connector

A.M. Peak Hour

Condition	Tolbert Drive Northbound				Tolbert Drive Southbound				SR 61 and Tolbert Drive Connector Eastbound				- Westbound			
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	Tot
Existing 2021 Volumes during Covid-19:	0	47	53	0	100	0	0	60	75	135	0	45	0	23	68	0
Adjusted Existing 2021 Volumes:	0	52	59	0	111	0	0	67	83	150	0	50	0	26	76	0
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1	1	1
No-Build 2028 Volumes:	0	56	63	0	119	0	0	72	89	161	0	54	0	28	82	0
Total New Trips:	0	0	11	0	11	0	0	30	11	41	0	3	0	0	3	0
Future 2028 Traffic Volumes:	0	56	74	0	130	0	0	102	100	202	0	57	0	28	85	0

P.M. Peak Hour

Condition	Tolbert Drive Northbound				Tolbert Drive Southbound				SR 61 and Tolbert Drive Connector Eastbound				- Westbound			
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	Tot
Existing 2021 Volumes during Covid-19:	0	32	55	0	87	0	0	156	53	209	0	31	0	22	53	0
Adjusted Existing 2021 Volumes:	0	33	57	0	90	0	0	162	55	217	0	32	0	23	55	0
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1	1	1
No-Build 2028 Volumes:	0	35	61	0	96	0	0	174	59	233	0	34	0	25	59	0
Total New Trips:	0	0	38	0	38	0	0	20	7	27	0	10	0	0	10	0
Future 2028 Traffic Volumes:	0	35	99	0	134	0	0	194	66	260	0	44	0	25	69	0

Number of Years = 7
 Growth Factor (%) = 1
 AM Covid-19 Factor: 11%
 PM Covid-19 Factor: 4%

21-114 Residential Development on Reed Road (W. Liberty Road) and Tolbert Drive - Villa Rica, GA
Traffic Volumes

A&R Engineering
 August 2021

5. S. Carroll Rd @ Tolbert Dr
A.M. Peak Hour

Condition	Tolbert Drive Northbound					Moores Ferry Road Southbound					South Carroll Road Eastbound					South Carroll Road Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	23	2	87	112	0	1	2	6	9	0	13	318	53	384	0	84	250	6	340
Adjusted Existing 2021 Volumes:	0	26	2	97	125	0	1	2	7	10	0	14	353	59	426	0	93	278	7	378
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	28	2	104	134	0	1	2	8	11	0	15	378	63	456	0	100	298	8	406
Total New Trips:	0	52	2	11	65	0	0	1	0	1	0	0	0	18	18	0	4	0	0	4
Future 2028 Traffic Volumes:	0	80	4	115	199	0	1	3	8	12	0	15	378	81	474	0	104	298	8	410

P.M. Peak Hour

Condition	Tolbert Drive Northbound					Moores Ferry Road Southbound					South Carroll Road Eastbound					South Carroll Road Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	16	2	89	107	0	10	1	48	59	0	54	378	106	538	0	132	359	20	511
Adjusted Existing 2021 Volumes:	0	17	2	93	112	0	10	1	50	61	0	56	393	110	559	0	137	373	21	531
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	18	2	100	120	0	11	1	54	66	0	60	421	118	599	0	147	400	23	570
Total New Trips:	0	35	1	7	43	0	0	2	0	2	0	0	0	59	59	0	12	0	0	12
Future 2028 Traffic Volumes:	0	53	3	107	163	0	11	3	54	68	0	60	421	177	658	0	159	400	23	582

Number of Years = 7
 Growth Factor (%) = 1
 AM Covid-19 Factor: 11%
 PM Covid-19 Factor: 4%

21-114 Residential Development on Reed Road (W. Liberty Road) and Tolbert Drive - Villa Rica, GA
Traffic Volumes

A&R Engineering
 August 2021

6. Tolbert Dr @ Site Drwy

A.M. Peak Hour

Condition	Tolbert Drive Northbound					Tolbert Drive Southbound					- Eastbound					Site Driveway Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2021 Volumes during Covid-19:	0	0	98	0	98	0	0	135	0	135	0	0	0	0	0	0	0	0	0	0
Adjusted Existing 2021 Volumes:	0	0	109	0	109	0	0	150	0	150	0	0	0	0	0	0	0	0	0	0
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
No-Build 2028 Volumes:	0	0	117	0	117	0	0	161	0	161	0	0	0	0	0	0	0	0	0	0
Total New Trips:	0	0	0	14	14	0	22	0	0	22	0	0	0	0	0	0	42	0	65	107
Future 2028 Traffic Volumes:	0	0	117	14	131	0	22	161	0	183	0	0	0	0	0	0	42	0	65	107

P.M. Peak Hour

Condition	Tolbert Drive Northbound					Tolbert Drive Southbound					- Eastbound					Site Driveway Westbound					
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	
Existing 2021 Volumes during Covid-19:	0	0	86	0	86	0	0	209	0	209	0	209	0	0	0	0	0	0	0	0	0
Adjusted Existing 2021 Volumes:	0	0	89	0	89	0	0	89	0	89	0	217	0	217	0	217	0	0	0	0	0
Growth Factor (%):	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
No-Build 2028 Volumes:	0	0	95	0	95	0	0	95	0	95	0	233	0	233	0	233	0	0	0	0	0
Total New Trips:	0	0	0	47	47	0	0	47	0	47	0	74	0	74	0	74	0	0	0	43	71
Future 2028 Traffic Volumes:	0	0	95	47	142	0	0	95	47	142	0	74	233	0	307	0	28	0	43	71	71

Number of Years = 7
 Growth Factor (%) = 1
 AM Covid-19 Factor: 11%
 PM Covid-19 Factor: 4%

September 16, 2021

Ronald Johnson, Planning & Zoning Specialist
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180
Phone: (678) 840-1238
Email: rjohnson@villarica.org

RE: 116 Reed Road Project (RZ Case No. RA-07-01)

Dear Mr. Johnson,

InLine Communities is currently in the process of rezoning the 75.0-acre parcel at 116 Reed Road in the City of Villa Rica (parcel ID # V06 0040139) from "AG (Single-Family Agricultural)" to "R2 (Single-Family Urban)". The Planning Commission meeting occurred September 7th, with project receiving unanimous approval, and the City Council meeting is scheduled for September 14th.

Pursuant to Sec. 7.16 of the City of Villa Rica Ordinance, three recreational amenities are required for our proposed project and associated dwelling unit count (194 total). Those amenity requirements are as outlined below.

Sec. 7.16. - Single-family development amenities required (R1, R2, SFA, and PUD).	
1) MINIMUM NUMBER OF AMENITIES REQUIRED. Single-family residential subdivisions, either attached or detached, shall incorporate recreational amenities from the list in subsection b. below in the following amounts:	
a) Developments with fewer than twenty-five (25) dwelling units shall be exempt from this requirement; except that the Director may require an amenity not listed in this Section to provide enhanced resident enjoyment and engagement.	
b) Developments with twenty-five (25) to one hundred (100) dwelling units shall provide at least one amenity;	
c) Developments with one-hundred one (101) to one-hundred seventy-five (175) dwelling units shall provide at least two (2) amenities; and	
d) 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 (www.nrpa.com) standards.	
2) ALLOWABLE RECREATIONAL AMENITIES:	
a) Swimming pool sized to comply with NRPA standards.	
b) Golf course.	
c) Resident clubhouse.	
d) Two tot lots with a minimum size of five-hundred (500) square feet per lot.	
e) Basketball, volleyball, or other sport court.	
f) 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.	
g) Other amenity approved by the City Council.	
3) DENSITY BONUSES FOR SINGLE-FAMILY DEVELOPMENT:	
a) City may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities indicated in subsection a. above, not to exceed a maximum of density bonus of twenty (20%) percent.	

The project reflects the following amenities to satisfy with three amenities requirement.

1. Swimming pool with cabana
2. Mulched walking trails
3. One tot lot (500 sqft minimum)
4. One picnic area (500 sqft minimum) – inclusive of two picnic tables and one barbeque grill/pit

Rather than having two tot lots or two picnic areas to satisfy the third amenity, we are offering one of each to better meet the desires of the future residents. Additionally, only 8% open space is required for



the "R2" classification, our proposal reflects 25% of open space (+/- 19 acres). The amenities will be located throughout the development so that all residents have accessibility.

Appreciate your time and consideration in this matter.

Sincerely,

InLine Communities, LLC

A handwritten signature in blue ink, appearing to read "Bryan", written over a horizontal line.

Bryan Musolf, Principal

Phone: (404) 895-0913

Email: bryan@inlinecommunities.com



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Liberty Pointe Unit 4 Final Plat
AGENDA DATE: September 21, 2021

DATE PREPARED: August 31, 2021
PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A

PURPOSE: The purpose of this agenda item is for Mayor and City Council to approve the Final Plat for Liberty Pointe Unit 4.

BACKGROUND: Liberty Pointe is a residential development that has been building homes for a couple of years now. Unit 4 has 25 total lots and one short street. The Plat has been reviewed for content, street light fees have been paid and the maintenance bond has been posted.

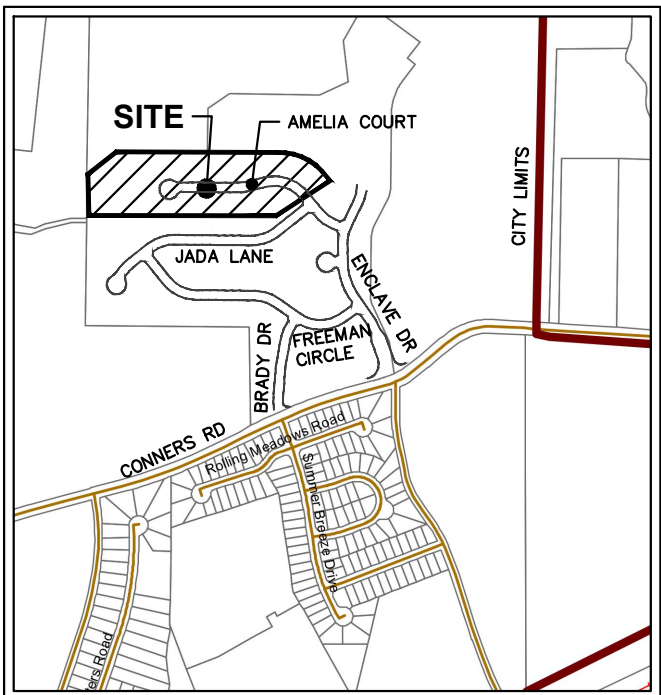
STAFF RECOMMENDATION: Staff recommends approval of the Plat.

IMPACT:

MOTION: I move to approve the Final Plat for Liberty Pointe Unit 4.

Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	20.97'	N06° 14' 08"E	L12	16.39'	N55° 40' 29"E	L23	57.92'	S71° 19' 28"W	L34	53.12'	S76° 50' 09"W	L45	60.00'	S89° 21' 53"E	L56	101.29'	N00° 38' 07"E
L2	21.49'	N39° 24' 45"W	L13	27.81'	N64° 51' 05"W	L24	65.31'	S71° 19' 28"W	L35	17.79'	N37° 59' 59"W	L46	49.05'	N80° 44' 18"E	L57	100.00'	N00° 38' 07"E
L3	23.74'	N76° 55' 23"E	L14	15.18'	N89° 21' 53"W	L25	71.78'	S82° 32' 42"W	L36	91.33'	N37° 59' 59"W	L47	59.21'	N76° 19' 47"E	L58	100.00'	N00° 38' 07"E
L4	65.00'	N76° 55' 23"E	L15	60.00'	N89° 21' 53"W	L26	60.00'	N89° 21' 53"W	L37	64.70'	N10° 40' 20"W	L48	81.70'	N82° 33' 48"E	L59	100.00'	N00° 38' 07"E
L5	17.80'	N76° 55' 23"E	L16	60.00'	N89° 21' 53"W	L27	60.00'	N89° 21' 53"W	L38	110.00'	N81° 42' 49"E	L49	78.64'	S81° 08' 58"E	L60	100.00'	N00° 38' 07"E
L6	35.91'	S89° 21' 53"E	L17	60.00'	N89° 21' 53"W	L28	60.00'	N89° 21' 53"W	L39	98.09'	N00° 38' 07"E	L50	73.12'	S64° 41' 23"E	L61	100.00'	S00° 38' 07"W
L7	60.00'	S89° 21' 53"E	L18	54.11'	N89° 21' 53"W	L29	60.00'	N89° 21' 53"W	L40	60.89'	S79° 33' 09"E	L51	75.82'	S52° 24' 44"E	L62	90.81'	S02° 42' 34"W
L8	60.00'	S89° 21' 53"E	L19	36.98'	S76° 55' 23"W	L30	60.00'	N89° 21' 53"W	L41	60.00'	S89° 21' 53"E	L52	98.74'	S44° 51' 51"W	L63	116.33'	N36° 25' 44"E
L9	60.00'	S89° 21' 53"E	L20	69.56'	S76° 55' 23"W	L31	52.39'	S62° 29' 36"W	L42	60.00'	S89° 21' 53"E	L53	85.65'	S01° 59' 44"E	L64	110.29'	N65° 43' 25"E
L10	60.00'	S89° 21' 53"E	L21	120.20'	S75° 16' 19"W	L32	17.59'	S85° 51' 59"W	L43	60.00'	S89° 21' 53"E	L54	97.11'	N13° 04' 37"W	L65	102.37'	S00° 38' 07"W
L11	16.64'	S89° 21' 53"E	L22	9.77'	N29° 35' 16"W	L33	36.42'	S85° 51' 59"W	L44	60.00'	S89° 21' 53"E	L55	103.48'	N13° 04' 37"W	L66	100.00'	S00° 38' 07"W

RESERVED FOR CLERK OF COURT



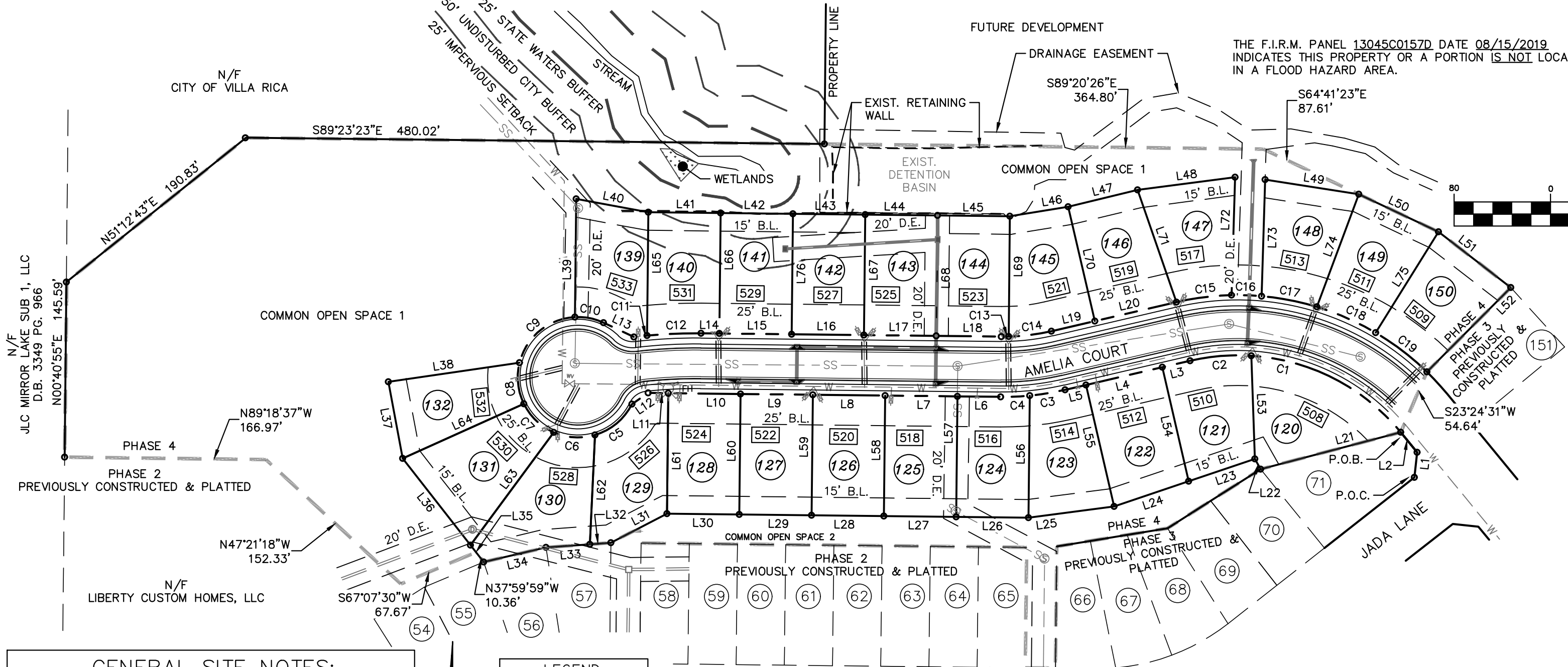
LOCATION MAP
VILLA RICA, GEORGIA
SCALE: 1"=1000'

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	143.36'	175.00'	S62° 52' 52"E	139.39'
C2	51.09'	175.00'	N85° 17' 12"E	50.91'
C3	29.71'	225.00'	N80° 42' 21"E	29.69'
C4	24.14'	225.00'	N87° 33' 43"E	24.13'
C5	41.14'	50.00'	N50° 01' 25"E	39.99'
C6	35.00'	50.00'	S86° 21' 09"E	34.29'
C7	35.00'	50.00'	S46° 14' 44"E	34.29'
C8	35.00'	50.00'	S06° 08' 19"E	34.29'
C9	63.84'	50.00'	N50° 29' 27"E	59.59'
C10	24.51'	50.00'	N78° 53' 32"W	24.26'
C11	10.92'	425.00'	S83° 50' 43"W	10.92'
C12	44.91'	425.00'	S87° 36' 29"W	44.89'
C13	6.06'	175.00'	S89° 38' 38"W	6.06'
C14	35.83'	175.00'	S82° 47' 16"W	35.76'
C15	46.15'	225.00'	S82° 47' 55"W	46.07'
C16	25.01'	225.00'	N88° 08' 28"W	25.00'
C17	46.73'	225.00'	N79° 00' 24"W	46.65'
C18	53.39'	225.00'	N66° 15' 34"W	53.26'
C19	53.72'	225.00'	N52° 37' 18"W	53.60'



GENERAL SITE NOTES:

- SITE AREA 7.85 ACRES (PHASE 4)
- ZONING: PD (PLANNED DEVELOPMENT)
- SETBACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
- PROPOSED PHASE 4:
TOTAL UNITS = 25 (3.18 UPA)
MIN. DWELLING SIZE = 1500 S.F.
- COMMON OPEN SPACE (PHASE 4):
COMMON OPEN SPACE (1) 3.03 ACRES
COMMON OPEN SPACE (2) 0.35 ACRE
TOTAL 3.38 ACRES (43.05% OF PHASE 4)
- DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
- SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.
- PROTECTIVE COVENANTS RECORDED IN D.B. 2873 PG. 893-946
- HALF INCH REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- EASEMENT CENTERED ON CONSTRUCTED STORM SEWERS.

LEGEND

101	HOUSE NUMBER
10	LOT NUMBER
○	PROPERTY CORNER
—	PROPERTY LINE
IPF	IRON PIN FOUND (1/2" REBAR UNLESS NOTED)
IPP	IRON PIN PLACED (1/2" REBAR)
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
----	RIGHT OF WAY
□	R/W MONUMENT
223	LAND LOT NUMBER
L.L.L.	LAND LOT LINE
----	LAND LOT LINE
E.O.P.	EDGE OF PAVEMENT
-X-	FENCE LINE
☆	LAMP POLE
○	UTILITY POLE
PP	POWER POLE
LP	LAMP POLE
-P-	OVERHEAD POWER
P.I.	POINT OF INTERSECTION

Owner's Certificate

The owner of the plat shown of this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public in perpetuity.

Owner: Robbie Robinson Date: 08-05-2021

OWNER/DEVELOPER
LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172
DOUGLASVILLE, GA. 30133
770-231-8748

City of Villa Rica Certificate

In accordance with the City of Villa Rica Development Regulation and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat is given final approval by the following officials on behalf of the City of Villa Rica:

Community Development Director _____ Date _____
Planning Commission _____ Date _____
Mayor _____ Date _____

SURVEYORS CERTIFICATION

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

Michael D. Crawford
GA. REG. L.S. #125 MICHAEL D. CRAWFORD

CLOSURE

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

TOPCON 233 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300,000 FEET.

GENERAL NOTES

- NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.
- WARNING:** THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY OF ANY TYPE NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY.
- NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED, ONLY THOSE ITEMS SHOWN.
- NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN IMPLIED, ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
- ONLY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.
- THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERTOOD PRIOR TO COMMENCEMENT OF WORK.
- NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA. 30117
E-MAIL: mailbox@georgiaandwest.com
OFFICE (770) 834-4694
FAX (770) 834-1005



FINAL PLAT FOR:
LIBERTY POINTE PHASE 4

LOCATED IN LAND LOT 180 DISTRICT 02 SECTION 05
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 80' DATE: 07/26/2021
CHECKED BY: _____ REVISED: 08/05/2021
JN060104
3-21-175



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-08-21 – 352 Jada Lane

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: WJH, LLC of Norcross, GA is requesting a variance from front yard setbacks. The applicant requests a 14.5' front yard setback, whereas 25' is required by the approved plat.

BACKGROUND: The applicant proposes to construct a single-family home on the parcel as a part of the ongoing Liberty Pointe development. The applicant states that the purpose of the request is that they do not have a house plan that can fit within the buildable envelope of the lot.

STAFF RECOMMENDATION: Staff recommends **Denial**.

PLANNING COMMISSION: N/A

MOTION:

I move to deny the variance request by WJH, LLC of Norcross, GA in favor of keeping the front yard setback requirement at 25'.

OWNER/BUILDER:

W.J.H.LLC
3091 GOVERNORS LAKE DRIVE
NORCROSS, GA 30071

24 HOUR EMERGENCY CONTACT:

DAWAYNE STAPLES
470-880-5825

NOTES:

1. BOUNDARY AND OTHER PERTINENT INFORMATION WAS
TAKEN FROM: FINAL PLAT FOR LIBERTY POINTE PH.3 IN PB 40
PG 427 IN DOUGLAS COUNTY RECORDS

2. ACCORDING TO THE F.I.R.M. OF DOUGLAS COUNTY, PANEL
NUMBER 13045C0176E, DATED 08-15-2019, THIS LOT IS NOT
LOCATED IN A SPECIAL FLOOD HAZARD AREA.

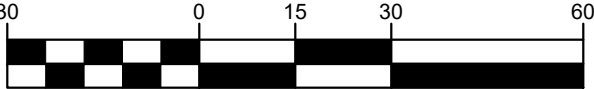
THIS PLAN IS FOR PERMITTING PURPOSES ONLY.

1. BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR
DRAINAGE PURPOSES.
2. CONTRACTOR TO MAINTAIN EROSION CONTROL DAILY.
3. ANY REVISIONS THAT WERE NOT DONE UNDER THE
SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE
CERTIFICATION OF THIS DOCUMENT.

FRONT SETBACK: 25 FOOT
PROP. FRONT S/B: 14.5 FOOT
REAR SETBACK: 15 FOOT
SIDE SETBACK: 5 FOOT

DRIVEWAY APRON SHALL BE
CONSTRUCTED ACCORDING
TO THE ATTACHED DETAIL
LOCATED ON SHEET 2.

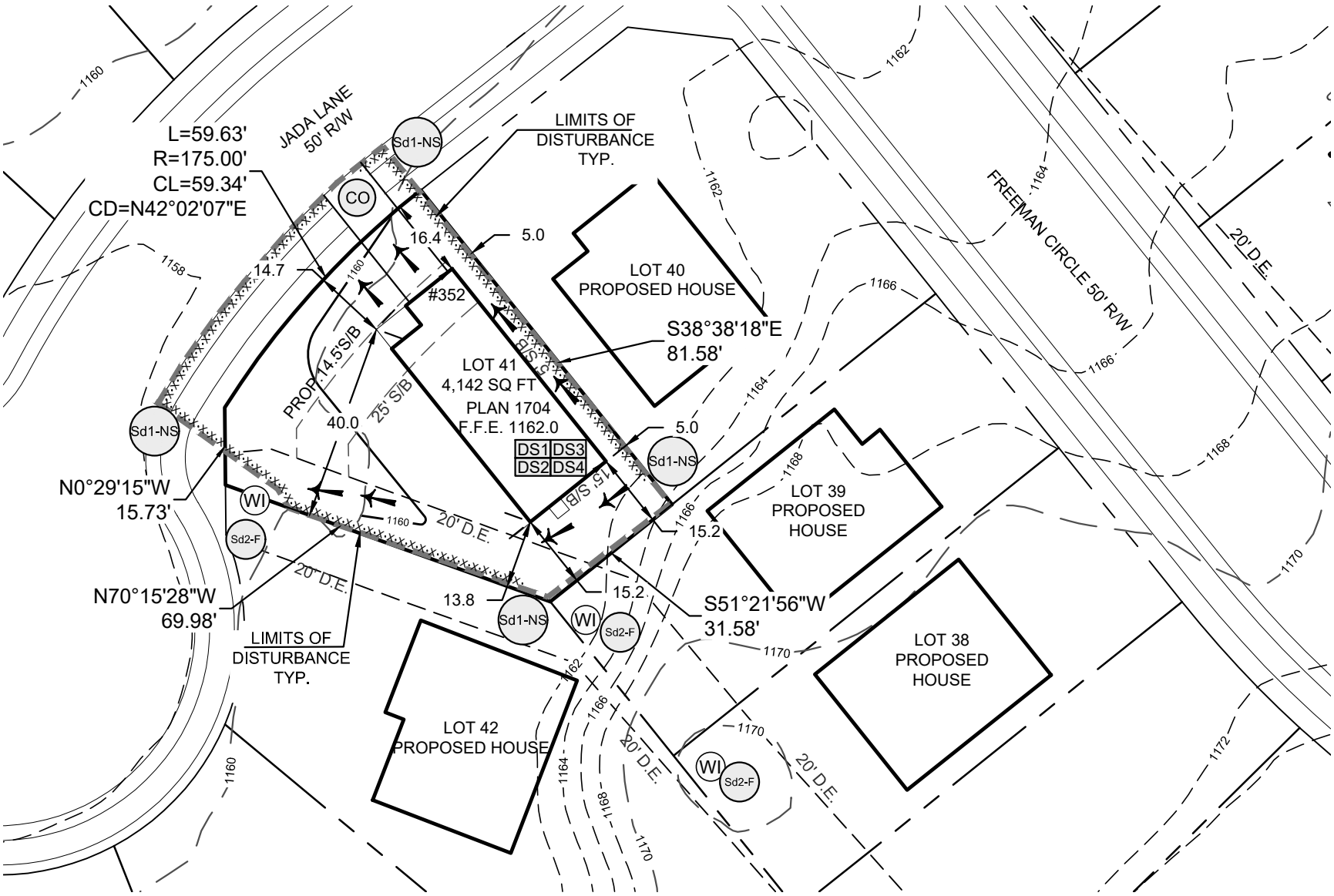
GRAPHIC SCALE



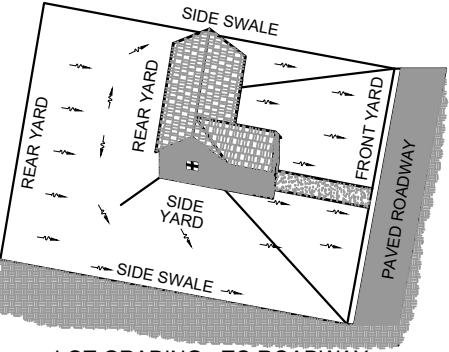
(IN FEET)
1 inch = 30 ft.

SD2-F MUST BE PLACED ON ALL DROP INLETS

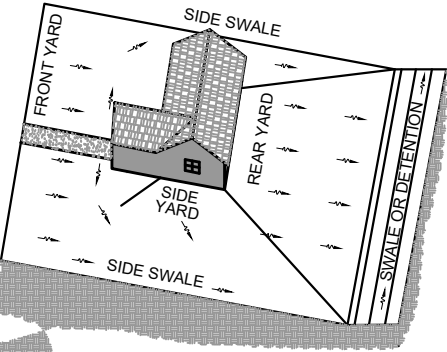
SD2-P MUST BE INSTALLED ON ALL STORM BASINS



ELEVATION VIEW



LOT GRADING - TO ROADWAY



LOT GRADING - TO SWALE OR DETENTION

"CONTRACTOR AND/OR BUILDER
SHALL VERIFY ALL GRADING(EXISTING
OR PROPOSED,SHOWN OR NOT
SHOWN ON THIS PLAN) AND
STORMWATER FLOWS MATCH THE
APPROVED CONSTRUCTION
DOCUMENTS FOR THIS
DEVELOPMENT. ANY DISCREPANCIES
SHALL BE REPORTED TO THE
ENGINEER OF RECORD".

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.

SHEET NUMBER:	DATE:	06-01-2021
	SCALE:	1"=30'
	DRAWN BY:	JD
	REVIEWED BY:	WREDD
1 of 2	THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.	

REVISIONS	
1.	
2.	
3.	
4.	
5.	
	Know what's below. Call before you dig. UTILITIES PROTECTION CENTER 1 (800) 282-7411 THROUGHOUT GEORGIA OR DIAL 811

GEORGIA REGISTERED
No. 030440
PROFESSIONAL
ADAM L. PRICE
06-01-2021
GSWCC# 0000009371

VARIANCE PLAN FOR
LOT 41
LIBERTY POINTE
PHASE 2
LOCATED IN:
VILLA RICA, DOUGLAS COUNTY, GA
LAND LOT 180, DISTRICT 2, SECTION 5

CIVIL ENGINEERING	LAND PLANNING	LAND SURVEYING
CONSTRUCTION MANAGEMENT	LANDSCAPE ARCHITECT	
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		

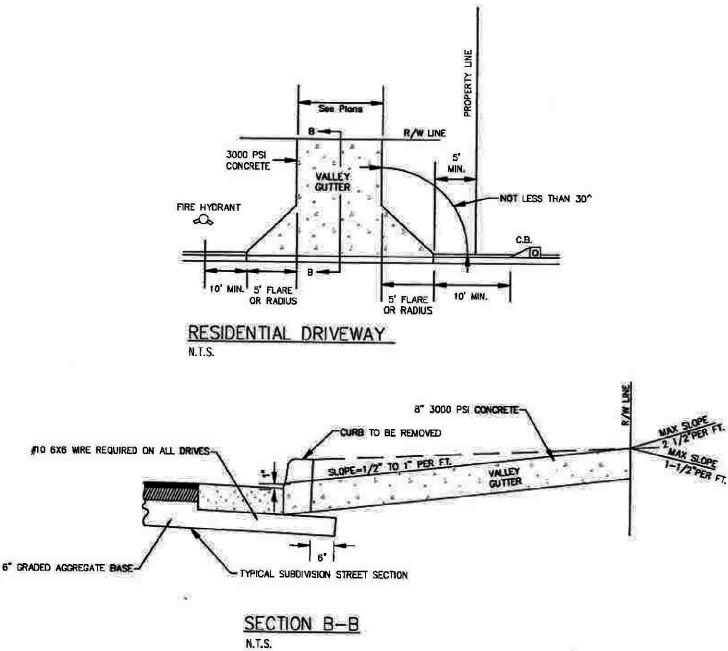
RESIDENTIAL DRIVEWAY DETAIL

DRIVEWAY/INTERSECTION USE	WIDTH IN FEET		MIN. RADIUS IN FEET
	MIN.	MAX.	
RESIDENTIAL DRIVEWAY	14	18	5' (RADIUS OR FLARE)

CONCRETE DRIVES:

RESIDENTIAL	COMMERCIAL
6" CONCRETE VALLEY GUTTER	8" CONCRETE VALLEY GUTTER
4" CONCRETE DRIVEWAY	6" CONCRETE DRIVEWAY

NOTE: PUBLIC STREET INTERSECTIONS SHALL BE ASPHALT



NOTE:
MAXIMUM DRIVEWAY GRADES SHOWN ABOVE ARE INTENDED FOR RESIDENTIAL DRIVEWAYS WHERE FLATTER GRADES ARE NOT FEASIBLE. DESIGNER TO DETERMINE ACTUAL DRIVEWAY PROFILE GRADE.

NOTE:
THE DESIGNER MUST NOT ALLOW SURFACE RUNOFF FROM THE ROADWAY AND RIGHT-OF-WAY TO DRAIN OFF THE RIGHT OF WAY INTO A DRIVEWAY AND ON TO PRIVATE PROPERTY UNLESS THROUGH A DESIGNATED STORMWATER CONVEYANCE STRUCTURE.

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.

SHEET NUMBER:

DATE: 06-01-2021
SCALE: 1"=30'
DRAWN BY: JD
REVIEWED BY: WREDD

2 OF 2

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

REVISIONS

1.

2.

3.

4.

5.



Know what's below.
Call before you dig.

UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811





06-01-2021

GSWCC# 0000009371

VARIANCE PLAN FOR

LOT 41

LIBERTY POINTE

PHASE 2

LOCATED IN:

VILLA RICA, DOUGLAS COUNTY, GA

LAND LOT 180, DISTRICT 2, SECTION 5

CIVIL ENGINEERING
LAND PLANNING
LAND SURVEYING



CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT

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



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: 8/17/2021

APPLICANT

Applicant Name: WJH LLC

Address: 3071 Governors Lake Dr City: Norcross State: GA Zip: 30071

Phone: (470) 478-880-2555 Fax: () - Email: Denise.Smith@centurycommunities.com

Agent Name: Denise Smith

Address: 3071 Governors Lake Dr City: Norcross State: GA Zip: 30071

Phone: (470) 880-2555 Fax: () - Email: Denise.Smith@centurycommunities.com

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - Fax: () - Email: _____

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

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): _____ Conditional Use Permit ☒ Development Standards Variance

Name: WJH LLC

Special Exception Location (attach location map): 352 Jada Lane

Proposed Use: New single family home construction

Square Footage of Site: 4142

Assessor's Parcel Number: 01800250165

Describe Proposed Special Exception: Front set back is 25' would need the front set back decreased to 14.5'

(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, Denise Smith, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Denise Smith

8/17/2021

Signature of Applicant

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 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 17th day of August, 2021.

Denise Smith

Applicant's Name – Printed

Denise Smith
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2 day of September 2021.



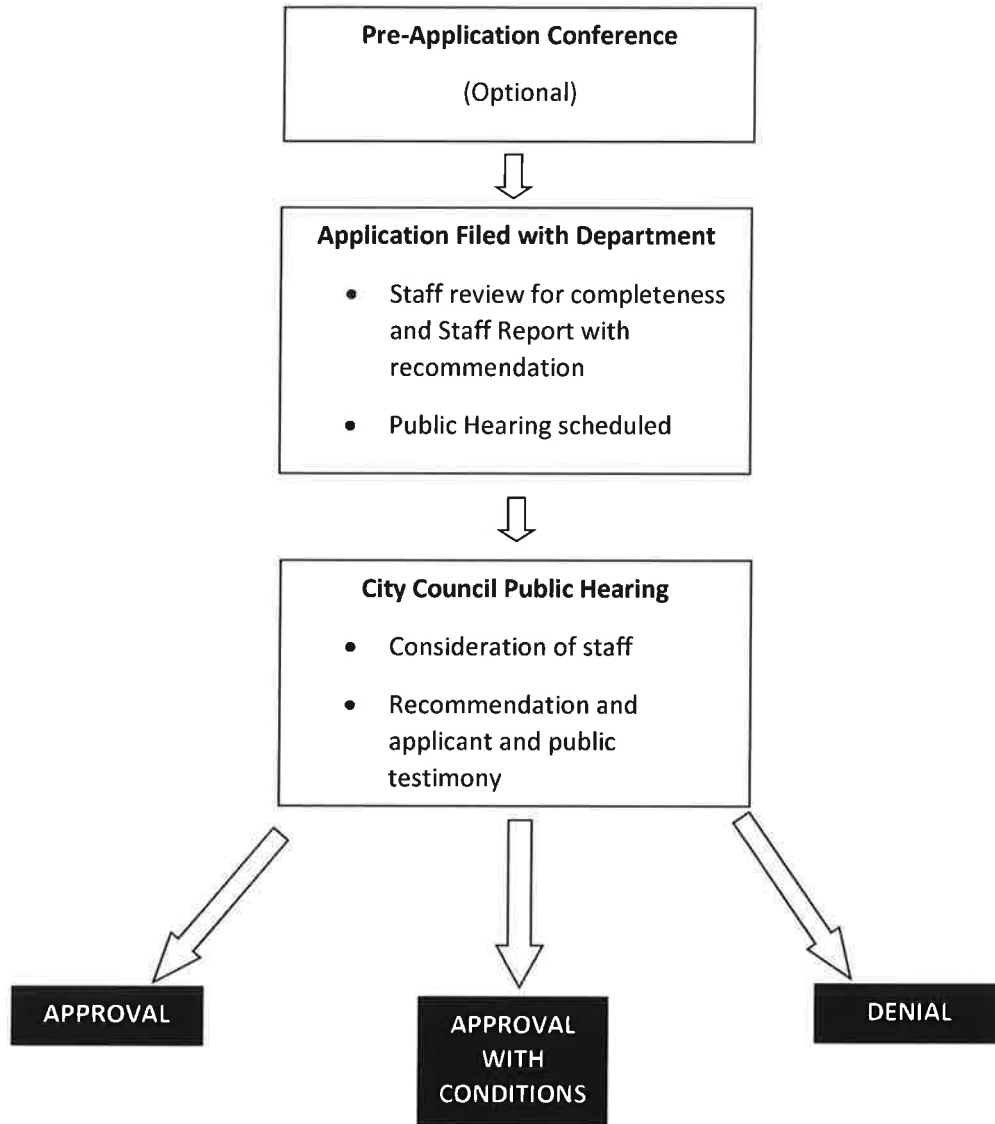
Whitney Cox
Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



APPLICATION FOR SPECIAL EXCEPTION

PROCESS



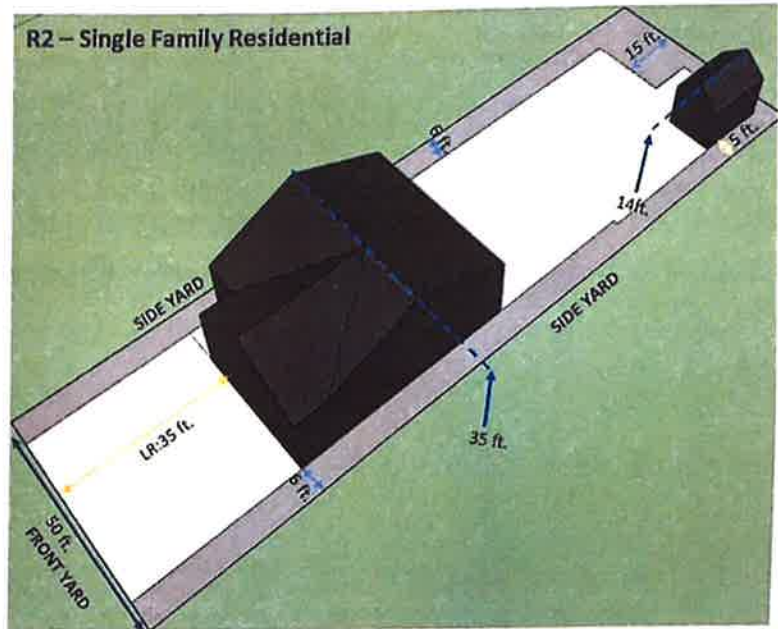
WJH LLC, also known as Century Complete is requesting a variance for Liberty Pointe Lot 41, 352 Jada Lane. Due to the size and shape of this lot, we do not have a house plan that will fit without encroaching into the set backs for this lot. For that reason, we are asking to encroach into the 25' front set back of this lot to allow us to build a 1704 plan- the closest we have that will fit on this lot. We would need the front set back to be at 14.5'.

This phase of Liberty Pointe is zoned R2 according to the plan reviewer for Villa Rica. With the size of this lot, a minimum house width of 24' per the R2 guidelines will not fit. If we were to encroach on the side setbacks, that would require fire rated material to be used since the minimum distance between the house and the house next door would be less than 10'. Also, according to the information forwarded to me, the minimum lot size for an R2 zoned property is 8500 sq ft and a minimum width of 50' which this lot is nowhere near that size.

We hope that you will approve this variance.

Thank you.

R2			
		R2 Single-Family Urban	
		Res	Other
Minimum Lot Size		8,500 sf.	1 ac.
Minimum Lot Width		50 ft.	100 ft.
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2,3}	Principal	6 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	650 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3,7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%

District Intent

The Single-Family Residential (R2) District is intended to provide for moderate density single-family and two-family residential (ADU) development on smaller lots than are permitted in the other residential districts. This district may also accommodate neo-traditional subdivisions and the pattern of development that may occur in the town centers, where a compact urban form with smaller setbacks, and alley access to rear yards and rear-loading garages. This district is designed for areas close to urban development. All lots shall be connected to centralized sewer and water facilities and an urbanized

Special Exception Required

- 2) Residential
 - a) day care home: small (1-6 enrollees)
 - b) personal care home, family (4-6 residents)
 - c) personal care home, group (7 -16 residents)
 - d) nursing home, assisted living, or retirement facility
- 3) Communications / Utilities
 - a) essential services, minor
 - b) essential services, major
- 4) Institutional
 - a) funeral home / mortuary / crematory
 - b) lodge or private club
 - c) educational inst, excluding p-12, public
 - d) educational inst, p-12 only, public
 - e) educational inst, excluding p-12, private
 - f) educational inst, p-12 only, private
 - g) cemeteries
 - h) community center
 - i) lodge or private club
 - j) places of worship
 - k) publicly-owned buildings and facilities
- 5) Parks & Recreation
 - a) golf course
 - b) recreation (active)

R2

Permitted Uses

- 1) Residential
 - a) dwelling, accessory apartment
 - b) dwelling, single-family
 - c) home occupation
- 2) Parks & Recreation
 - a) nature preserve
 - b) recreation (passive)



Return Recorded Document to:
VESSELS & GERBER, P.C.
5491 ROSWELL ROAD
2ND FLOOR
ATLANTA, GEORGIA 30342

Doc ID: 01177080001 Type: WD
Recorded: 07/29/2020 at 12:00:00 PM
Fee Amt: \$372.00 Page 1 of 1
Transfer Tax: \$347.00
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK **3843** PG **564**

LIMITED WARRANTY DEED

FILE #: LPT22

THIS INDENTURE made this July 2, 2020, between LIBERTY CUSTOM HOMES LLC, a Georgia Limited Liability Company, hereinunder called "Grantor", and WJH LLC, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 37, 41, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 89, & 91, LIBERTY POINTE, PHASE 2, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 131, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

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

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 anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named grantor.

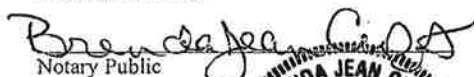
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Liberty Custom Homes LLC


Unofficial Witness

By: 
Sherrie Stephens, Manager


Notary Public



SCANNED

AUG 10 2020

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



September 1, 2021

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

Re: Planning Report
Liberty Pointe - WJH, LLC
VA-08-21
352 Jada Lane
Land Lot 180, District 2, Section 5
Parcel # 01800250165
Lot Size: 4,142 SF
Ward: 4
City Council Member: Michael Young
Planning Board Member: John Hannabach
City of Villa Rica, Douglas County, Georgia

Dear Mrs. Doyal:

WJH, LLC (the Applicant) seeks a variance from front yard setback requirements (25' required; 14.5' proposed). The property fronts onto 352 Jada Lane. The variance is outlined in Section D.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated August 17th, 2021;
2. Applicant Summary Description of Project, undated and unsigned;
3. Warranty deed, dated July 2nd, 2021, signed by Sherrie Stephens, Manager of Liberty Custom Homes, LLC;
4. Variance Plan, dated June 1, 2021, prepared by Adam L. Price, PE.



A. Existing Conditions

The subject property is located in on the south side of Jada Lane within the Liberty Pointe subdivision in Douglas County. The parcel has approximately 75' of frontage along Jada Lane and consists of 4,142 square feet. The property is mostly flat and does not have any streams within its boundaries.

The parcel is currently zoned Planned Unit Development (PUD) and features undeveloped land. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the PUD zoning on all four sides.

The parcel borders the following parcels (the current use on each is included in bold):

- 350 Jada Lane – Eastern border along Jada Lane – **single-family home**
- 354 Jada Lane – Western border along Jada Lane – **single-family home**
- 346 Freeman Circle – Southern border– **single-family home under construction**
- 367 Jada Lane – northern border across Jada Lane– **single-family home**
- 369 Jada Lane – northern border across Jada Lane– **single-family home**
- 371 Jada Lane – northern border across Jada Lane– **single-family home**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Planned Unit Development (PUD)	Suburban Neighborhood
East	Planned Unit Development (PUD)	Suburban Neighborhood
South	Planned Unit Development (PUD)	Suburban Neighborhood
West	Planned Unit Development (PUD)	Suburban Neighborhood



Figure 1: Douglas County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel is vacant and has been vacant throughout its existence since it was subdivided in approximately 2019. Prior to that time, the parcel was adjoined by adjacent parcels that also featured vacant land, however as the residential sector developed in the area, subdivision of the master parcel created smaller lots for future development, such as the subject site. The Unified Development Code (UDC) zoned the property as a Planned Unit Development (PD), which has been in existence since the city annexed the property in approximately 2003. Upon annexation, the master parcel was known as the Loop Road Tract and featured 198 acres (including the proposed city park adjacent to the master parcel to the east and north. In 2004, the city reached an agreement with Mirror Lake, LLC, which owned the site, to reduce the number of apartments approved from 1,980 apartment units to a separate PUD zoning consisting of 700 single-family units. A variance request was also made to allow lots to be smaller than the 10,000 square foot minimum at the time.

The property kept its Planned Unit Development zoning during the citywide rezoning effort in 2020.

C. Proposed Development

The applicant is requesting a variance from front yard setback requirements within the PUD. The



D. Variances

The developer has requested variance relief from the Liberty Pointe Phase III final plat as outlined below. The applicant's stated reasons for not complying with the required front yard setback is due to the fact that they do not have an architectural plan that can fit within the buildable envelope of the parcel.

The Applicant has requested variance relief for the following:

1. Liberty Pointe Phase III Final Plat – 25' front yard setbacks required.

The applicant proposes 14.5' front yard setbacks, a reduction of 10.5'.

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 having architectural plans that cannot meet the standards that have been imposed by the applicant themselves when the plat was submitted and approved. Staff could not identify any benefits from an approval of the requested variance, however a potential detriment would be the reduced parking within the driveway.

The Comprehensive Plan states the following regarding the Suburban Neighborhood Character areas:

"Suburban Neighborhoods are characterized by detached, single-family homes at low to moderate density residential development and neighborhoods. Higher densities in suburban areas are established through in planned developments. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. Such connections should be provided in new developments.

Future development will continue to be primarily detached, single-family homes, with opportunities for variations in housing types and lot sizes based on surrounding uses and sewer availability. Multi-family developments may be acceptable when compatible with surrounding dwelling types and where it can be supported by sewer. The road network should provide connectivity to surrounding areas and activity centers."

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan. Staff advises that the detriment of the variances would 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 required setbacks will not result in a practical difficulty in the use of the property. The applicant has specified that the requirement would cause a practical difficulty since they do not have an architectural plan that can fit within the buildable envelope of the lot. It appears that the request is self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variances: DENIAL

Reasons: The property in question has dimensions substantially similar to surrounding lots which have constructed homes that meet the setback requirement. Being that the PUD requirements were drafted by the applicant during the original concept plan phase of the development, this request is entirely self-imposed and is not unique to a land feature or topographic obstacle.



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* and the *Douglas County Sentinel* on August 26th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)
Chris Montesinos, AICP (via email)



Villa Rica Zoning Map:





Villa Rica Future Land Use Map:





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: 8/17/2021

APPLICANT

Applicant Name: WJH LLC

Address: 3091 Governors Lake Dr **City:** Norcross **State:** GA **Zip:** 30071

Phone: (470)880-2555 **Fax:** () **Email:** Denise.Smith@centurycommunities.com

Agent Name: Denise Smith

Address: 3091 Governors Lake Dr **City:** Norcross **State:** GA **Zip:** 30071

Phone: (470)880-2555 **Fax:** () **Email:** Denise.Smith@centurycommunities.com

Owner Name (If different from applicant): _____

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

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

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

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): Conditional Use Permit ☒ Development Standards Variance

Name: WJH LLC

Special Exception Location (attach location map): 403 Jada Lane

Proposed Use: New single family home construction

Square Footage of Site: 4055

Assessor's Parcel Number: 01800250215

Describe Proposed Special Exception: Front set back is 25' would need the front set back decreased to 17.5'

(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, Denise Smith, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Denise Smith
Signature of Applicant

8/17/2021
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 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 17th day of August, 2021.

Denise Smith
Applicant's Name – Printed

Denise Smith
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2 day of September, 2021.



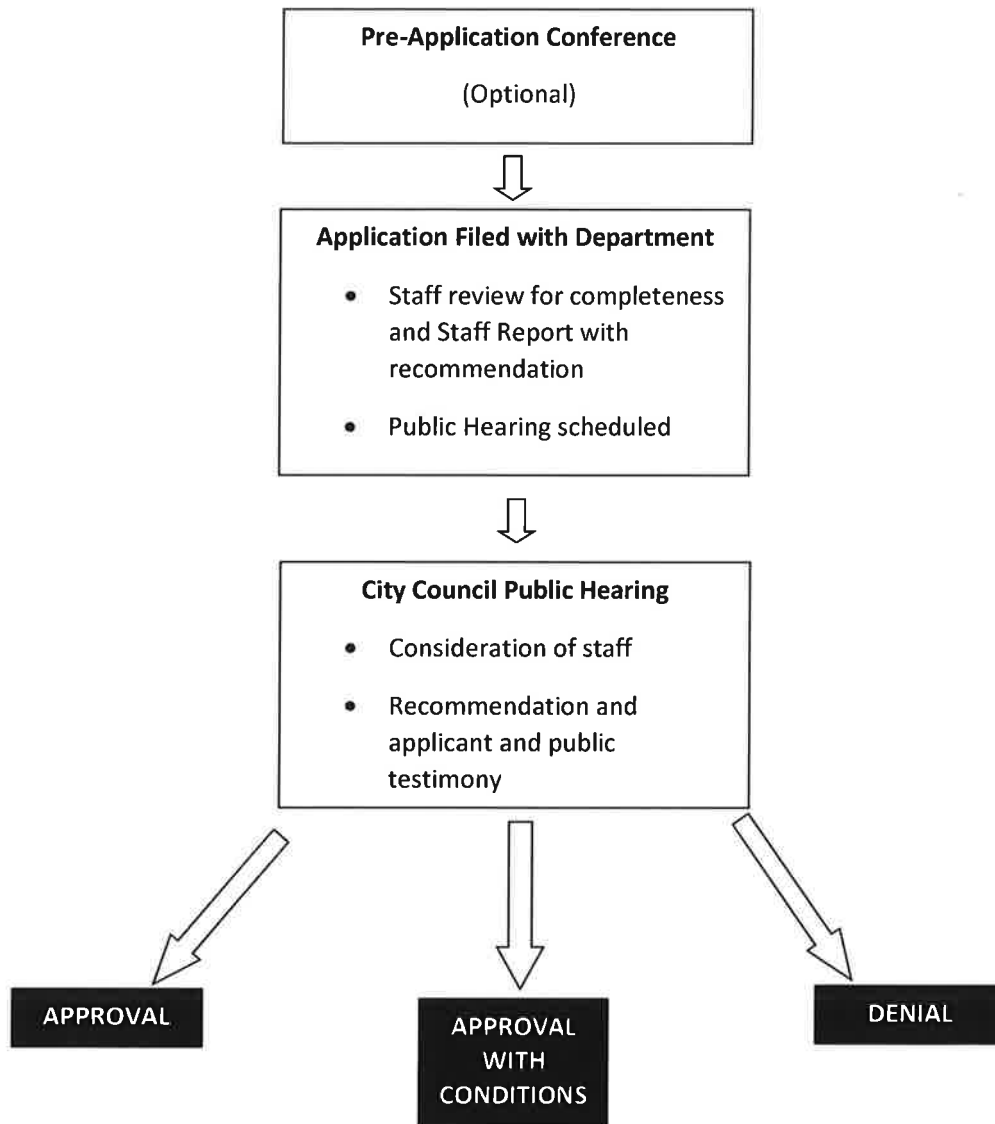
Whitney Cox
Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



APPLICATION FOR SPECIAL EXCEPTION

PROCESS



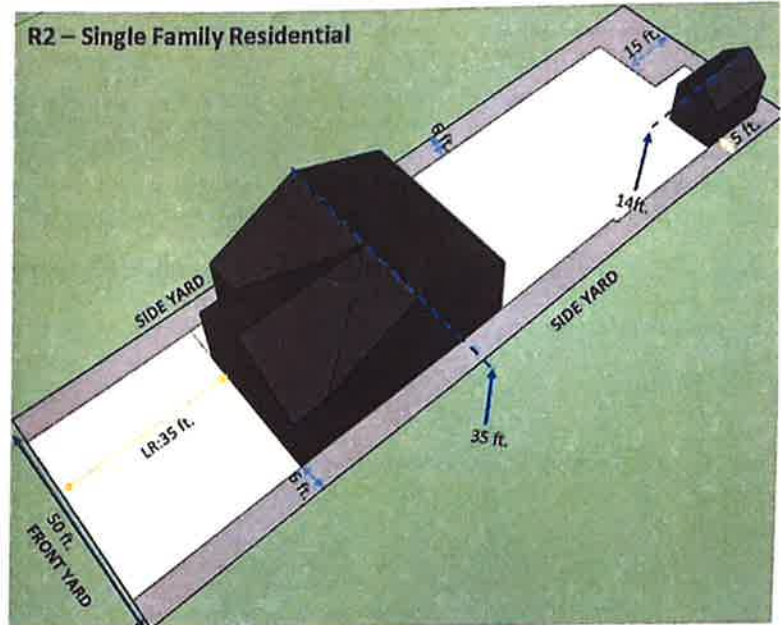
WJH LLC, also known as Century Complete is requesting a variance for Liberty Pointe Lot 66, 403 Jada Lane. Due to the size and shape of this lot, we do not have a house plan that will fit without encroaching into the set backs for this lot. For that reason, we are asking to encroach into the 25' front set back of this lot to allow us to build a 1704 plan- the closest we have that will fit on this lot. We would need the front set back to be at 17.5'.

This phase of Liberty Pointe is zoned R2 according to the plan reviewer for Villa Rica. With the size of this lot, a minimum house width of 24' per the R2 guidelines will not fit. If we were to encroach on the side setbacks, that would require fire rated material to be used since the minimum distance between the house and the house next door would be less than 10'. Also, according to the information forwarded to me, the minimum lot size for an R2 zoned property is 8500 sq ft and a minimum width of 50' which this lot is nowhere near that size.

We hope that you will approve this variance.

Thank you.

R2			
		R2 Single-Family Urban	
		Res	Other
Minimum Lot Size		8,500 sf.	1 ac.
Minimum Lot Width		50 ft.	100 ft.
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2,3}	Principal	6 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	650 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3,7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions Section 8.02 – Accessory Uses and Structure Standards
- ² Check buffer yard standards Section 7.05 – Landscaping Standards and/or apply any applicable easement widths
- ³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per Section 7.10 – Height Standards
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%

District Intent

The Single-Family Residential (R2) District is intended to provide for moderate density single-family and two-family residential (ADU) development on smaller lots than are permitted in the other residential districts. This district may also accommodate neo-traditional subdivisions and the pattern of development that may occur in the town centers, where a compact urban form with smaller setbacks, and alley access to rear yards and rear-loading garages. This district is designed for areas close to urban development. All lots shall be connected to centralized sewer and water facilities and an urbanized

Special Exception Required

- 2) Residential
 - a) day care home: small (1-6 enrollees)
 - b) personal care home, family (4-6 residents)
 - c) personal care home, group (7 -16 residents)
 - d) nursing home, assisted living, or retirement facility
- 3) Communications / Utilities
 - a) essential services, minor
 - b) essential services, major
- 4) Institutional
 - a) funeral home / mortuary / crematory
 - b) lodge or private club
 - c) educational inst, excluding p-12, public
 - d) educational inst, p-12 only, public
 - e) educational inst, excluding p-12, private
 - f) educational inst, p-12 only, private
 - g) cemeteries
 - h) community center
 - i) lodge or private club
 - j) places of worship
 - k) publicly-owned buildings and facilities
- 5) Parks & Recreation
 - a) golf course
 - b) recreation (active)

R2

Permitted Uses

- 1) Residential
 - a) dwelling, accessory apartment
 - b) dwelling, single-family
 - c) home occupation
- 2) Parks & Recreation
 - a) nature preserve
 - b) recreation (passive)



Return Recorded Document to:
WESSELS & GERBER, P.C.
5491 ROSWELL ROAD
2ND FLOOR
ATLANTA, GEORGIA 30342

Doc ID: 011956630001 Type: WD
Recorded: 01/29/2021 at 11:00:00 AM
Fee Amt: \$476.00 Page 1 of 1
Transfer Tax: \$451.00
Douglas County Georgia
ANNETTA D. STEMBRIDGE Clerk, Superior
BK **3918** PG **146**

LIMITED WARRANTY DEED

FILE #: LPT25

THIS INDENTURE made this January 11, 2021, between LIBERTY CUSTOM HOMES LLC, a Georgia Limited Liability Company, hereinafter called "Grantor", and WJH LLC, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 118 & 212, LIBERTY POINTE, PHASE 1, AS PER PLAT RECORDED IN PLAT BOOK 37, PAGE 188-189, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

AND

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 63, 64, 65, 81, 82, 83, 84, 85, 86, 87 & 88, LIBERTY POINTE, PHASE 2, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 131, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

AND

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 66, 67, 68 & 69, LIBERTY POINTE PHASE 3, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 427, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

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

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 anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named grantor.

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

Signed, sealed and delivered in the presence of:

Notary Public

FEB 04 2021

Liberty Custom Homes LLC

Annette D. Stemberge, Clerk
Superior & State Court
Douglas County, GA

Unofficial Witness



By: Sherrie Stephens
Sherrie Stephens, Manager

OWNER/BUILDER:

W.J.H.LLC
3091 GOVERNORS LAKE DRIVE
NORCROSS, GA 30071

24 HOUR EMERGENCY CONTACT:

DAWAYNE STAPLES
470-880-5825

NOTES:

1. BOUNDARY AND OTHER PERTINENT INFORMATION WAS
TAKEN FROM: FINAL PLAT FOR LIBERTY POINTE PH.3 IN PB 40
PG 427 IN DOUGLAS COUNTY RECORDS

2. ACCORDING TO THE F.I.R.M. OF DOUGLAS COUNTY, PANEL
NUMBER 13045C0176E, DATED 08-15-2019, THIS LOT IS NOT
LOCATED IN A SPECIAL FLOOD HAZARD AREA.

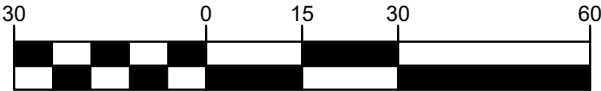
THIS PLAN IS FOR PERMITTING PURPOSES ONLY.

1. BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR
DRAINAGE PURPOSES.
2. CONTRACTOR TO MAINTAIN EROSION CONTROL DAILY.
3. ANY REVISIONS THAT WERE NOT DONE UNDER THE
SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE
CERTIFICATION OF THIS DOCUMENT.

FRONT SETBACK: 25 FOOT
FRONT SETBACK VARIANCE: 17.5 FOOT
REAR SETBACK: 15 FOOT
SIDE SETBACK: 5 FOOT

DRIVEWAY APRON SHALL BE
CONSTRUCTED ACCORDING
TO THE ATTACHED DETAIL
LOCATED ON SHEET 2.

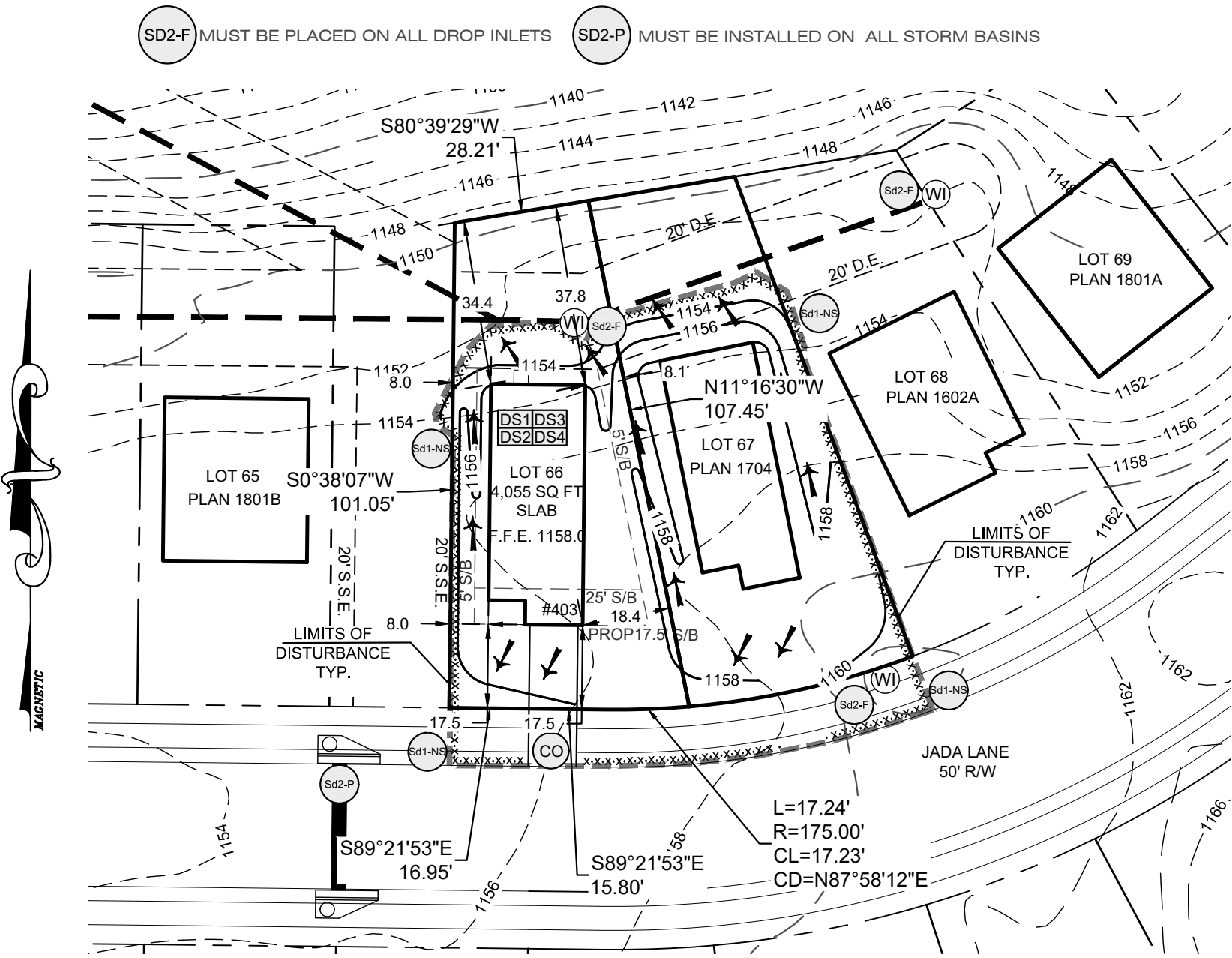
GRAPHIC SCALE



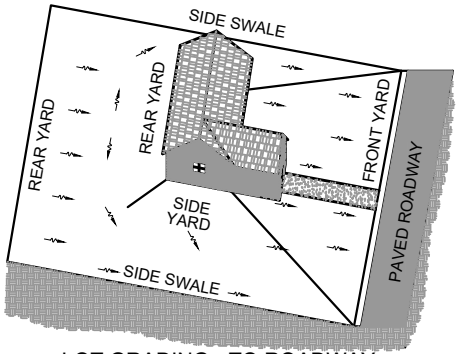
(IN FEET)
1 inch = 30 ft.

SD2-F MUST BE PLACED ON ALL DROP INLETS

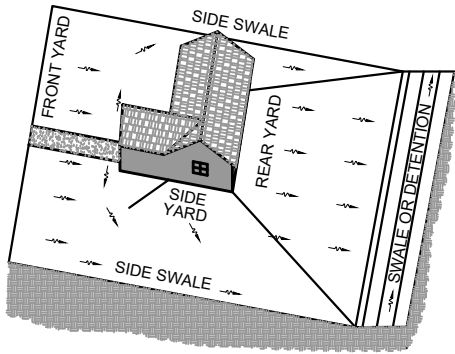
SD2-P MUST BE INSTALLED ON ALL STORM BASINS



ELEVATION VIEW



LOT GRADING - TO ROADWAY



LOT GRADING - TO SWALE OR DETENTION

"CONTRACTOR AND/OR BUILDER
SHALL VERIFY ALL GRADING(EXISTING
OR PROPOSED,SHOWN OR NOT
SHOWN ON THIS PLAN) AND
STORMWATER FLOWS MATCH THE
APPROVED CONSTRUCTION
DOCUMENTS FOR THIS
DEVELOPMENT. ANY DISCREPANCIES
SHALL BE REPORTED TO THE
ENGINEER OF RECORD".

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.

SHEET NUMBER:	DATE:	06-21-2021
	SCALE:	1"=30'
	DRAWN BY:	RM
	REVIEWED BY:	WREDD
1 of 2	THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.	

REVISIONS	
1.	
2.	
3.	
4.	
5.	
 Know what's below. Call before you dig. UTILITIES PROTECTION CENTER 1 (800) 282-7411 THROUGHOUT GEORGIA OR DIAL 811	



GSWCC# 0000009371

HOUSE LOCATION PLAN FOR
**FOR
LOT 66**
LIBERTY POINTE PHASE 3
LOCATED IN:
VILLA RICA, DOUGLAS COUNTY, GA
LAND LOTS 180 & 181, DISTRICT 02, SECTION 5

CIVIL
ENGINEERING

LAND
PLANNING

LAND
SURVEYING



CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECT

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

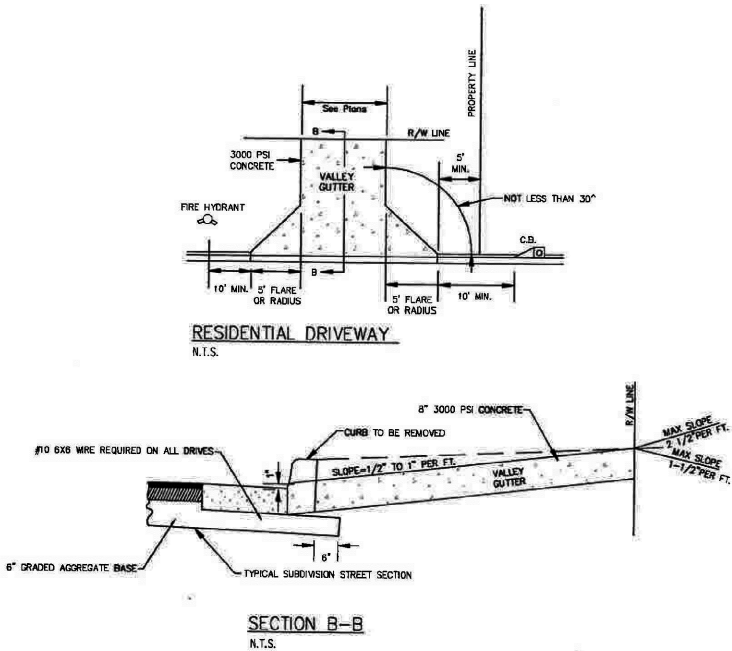
RESIDENTIAL DRIVEWAY DETAIL

DRIVEWAY/INTERSECTION USE	WIDTH IN FEET		MIN. RADIUS IN FEET
	MIN.	MAX.	
RESIDENTIAL DRIVEWAY	14	18	5' (RADIUS OR FLARE)

CONCRETE DRIVES:

RESIDENTIAL	COMMERCIAL
6" CONCRETE VALLEY GUTTER	8" CONCRETE VALLEY GUTTER
4" CONCRETE DRIVEWAY	6" CONCRETE DRIVEWAY

NOTE: PUBLIC STREET INTERSECTIONS SHALL BE ASPHALT



NOTE:
MAXIMUM DRIVEWAY GRADES SHOWN ABOVE ARE INTENDED FOR RESIDENTIAL DRIVEWAYS WHERE FLATTER GRADES ARE NOT FEASIBLE. DESIGNER TO DETERMINE ACTUAL DRIVEWAY PROFILE GRADE.

NOTE:
THE DESIGNER MUST NOT ALLOW SURFACE RUNOFF FROM THE ROADWAY AND RIGHT-OF-WAY TO DRAIN OFF THE RIGHT OF WAY INTO A DRIVEWAY AND ON TO PRIVATE PROPERTY UNLESS THROUGH A DESIGNATED STORMWATER CONVEYANCE STRUCTURE.

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.

SHEET NUMBER:	DATE:	06-21-2021
	SCALE:	1"=30'
	DRAWN BY:	RM
	REVIEWED BY:	WREDD

REVISIONS	
1.	
2.	
3.	
4.	
5.	



Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811



GSWCC# 0000009371

HOUSE LOCATION PLAN FOR
FOR LOT 66
LIBERTY POINTE PHASE 3
LOCATED IN:
VILLA RICA, DOUGLAS COUNTY, GA
LAND LOTS 180 & 181, DISTRICT 02, SECTION 5

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING

CONSTRUCTION MANAGEMENT



LANDSCAPE ARCHITECT

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



September 1, 2021

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

Re: Planning Report
Liberty Pointe - WJH, LLC
VA-09-21
403 Jada Lane
Land Lot 180, District 2, Section 5
Parcel # 01800250215
Lot Size: 4,055 SF
Ward: 4
City Council Member: Michael Young
Planning Board Member: John Hannabach
City of Villa Rica, Douglas County, Georgia

Dear Mrs. Doyal:

WJH, LLC (the Applicant) seeks a variance from front yard setback requirements (25' required; 17.5' proposed). The property fronts onto 403 Jada Lane. The variance is outlined in Section D.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated August 17th, 2021;
2. Applicant Summary Description of Project, undated and unsigned;
3. Warranty deed, dated July 2nd, 2021, signed by Sherrie Stephens, Manager of Liberty Custom Homes, LLC;
4. Variance Plan, dated June 21, 2021, prepared by Adam L. Price, PE.



A. Existing Conditions

The subject property is located in on the north side of Jada Lane within the Liberty Pointe subdivision in Douglas County. The parcel has approximately 50' of frontage along Jada Lane and consists of 4,055 square feet. The property is mostly flat and does not have any streams within its boundaries.

The parcel is currently zoned Planned Unit Development (PUD) and features undeveloped land. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the PUD zoning on all four sides.

The parcel borders the following parcels (the current use on each is included in bold):

- 405 Jada Lane – Eastern border along Jada Lane – **vacant lot, pending variance application**
- Parcel #01800250003 – Western border along Jada Lane – **Remaining Master Parcel in Liberty Pointe (future phases)**
- 400 Jada Lane – Southern border– **single-family home under construction**
- 402 Jada Lane – Southern border –**single-family home under construction**
- Parcel #01800250003 – Northern border– **Remaining Master Parcel in Liberty Pointe (future phases)**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Planned Unit Development (PUD)	Suburban Neighborhood
East	Planned Unit Development (PUD)	Suburban Neighborhood
South	Planned Unit Development (PUD)	Suburban Neighborhood
West	Planned Unit Development (PUD)	Suburban Neighborhood



Figure 1: Douglas County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel is vacant and has been vacant throughout its existence since it was subdivided in approximately 2019. Prior to that time, the parcel was adjoined by adjacent parcels that also featured vacant land, however as the residential sector developed in the area, subdivision of the master parcel created smaller lots for future development, such as the subject site. The Unified Development Code (UDC) zoned the property as a Planned Unit Development (PD), which has been in existence since the city annexed the property in approximately 2003. Upon annexation, the master parcel was known as the Loop Road Tract and featured 198 acres (including the proposed city park adjacent to the master parcel to the east and north. In 2004, the city reached an agreement with Mirror Lake, LLC, which owned the site, to reduce the number of apartments approved from 1,980 apartment units to a separate PUD zoning consisting of 700 single-family units. A variance request was also made to allow lots to be smaller than the 10,000 square foot minimum at the time.

The property kept its Planned Unit Development zoning during the citywide rezoning effort in 2020.



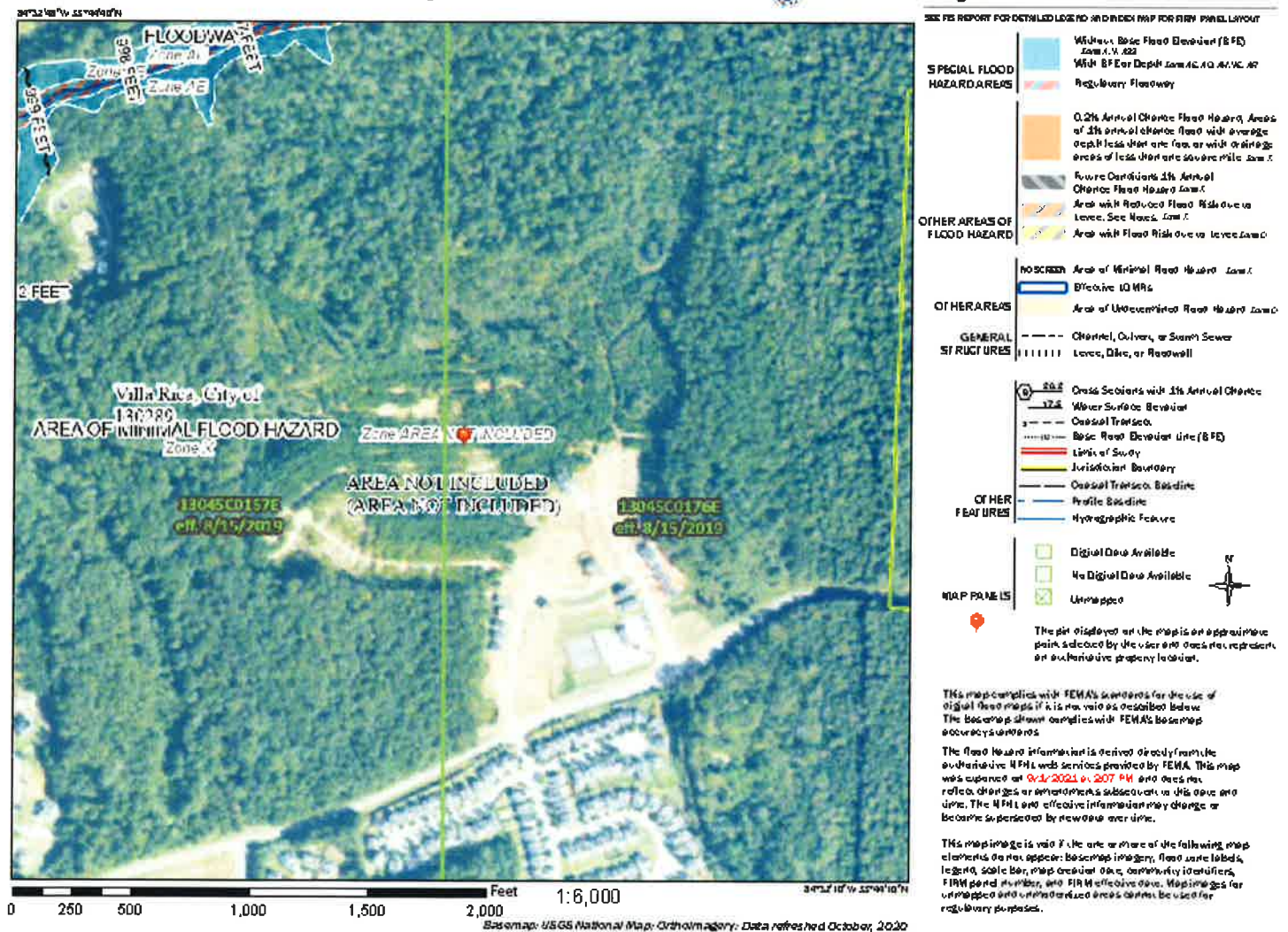
C. Proposed Development

The applicant is requesting a variance from front yard setback requirements within the PUD. The front yard setback requirement is 25' as per the site plans filed for Phase III of the development. The applicant is proposing a setback of 17.5', a reduction of 7.5'. The proposed project is to construct a single-family home on the site. The applicant's stated reasons for not complying with the required front yard setback is due to the fact that they do not have an architectural plan that can fit within the buildable envelope of the parcel.

Flood Plain

The property is not located within a flood zone and is not considered a Special Flood Hazard Areas as designated by FEMA. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette





D. Variances

The developer has requested variance relief from the Liberty Pointe Phase III final plat as outlined below. The applicant's stated reasons for not complying with the required front yard setback is due to the fact that they do not have an architectural plan that can fit within the buildable envelope of the parcel.

The Applicant has requested variance relief for the following:

1. Liberty Pointe Phase III Final Plat – 25' front yard setbacks required.

The applicant proposes 17.5' front yard setbacks, a reduction of 7.5'.

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 having architectural plans that cannot meet the standards that have been imposed by the applicant themselves when the plat was submitted and approved. Staff could not identify any benefits from an approval of the requested variance, however a potential detriment would be the reduced parking within the driveway.

The Comprehensive Plan states the following regarding the Suburban Neighborhood Character areas:

"Suburban Neighborhoods are characterized by detached, single-family homes at low to moderate density residential development and neighborhoods. Higher densities in suburban areas are established through in planned developments. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. Such connections should be provided in new developments.

Future development will continue to be primarily detached, single-family homes, with opportunities for variations in housing types and lot sizes based on surrounding uses and sewer availability. Multi-family developments may be acceptable when compatible with surrounding dwelling types and where it can be supported by sewer. The road network should provide connectivity to surrounding areas and activity centers."

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan. Staff advises that the detriment of the variances would 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 required setbacks will not result in a practical difficulty in the use of the property. The applicant has specified that the requirement would cause a practical difficulty since they do not have an architectural plan that can fit within the buildable envelope of the lot. It appears that the request is self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variances: DENIAL

Reasons: The property in question has dimensions substantially similar to surrounding lots which have constructed homes that meet the setback requirement. Being that the PUD requirements were drafted by the applicant during the original concept plan phase of the development, this request is entirely self-imposed and is not unique to a land feature or topographic obstacle.



403 Jada Lane
VA-09-21
September 1, 2021
Page 7 of 9

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on August 26th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

Planning & Zoning Specialist

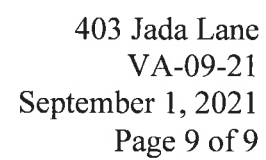
cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)
Chris Montesinos, AICP (via email)



403 Jada Lane
VA-09-21
September 1, 2021
Page 8 of 9

Villa Rica Zoning Map:





Villa Rica 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: 8/17/2021

APPLICANT

Applicant Name: WJH LLC

Address: 3091 Governors Lake Dr City: Norcross State: GA Zip: 30071

Phone: (470) 880-2555 Fax: () - Email: Denise.Smith@centurycommunities.com

Agent Name: _____

Address: 3091 Governors Lake Dr City: Norcross State: GA Zip: 30071

Phone: (470) 880-2555 Fax: () - Email: Denise.Smith@centurycommunities.com

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - Fax: () - Email: _____

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

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): _____ Conditional Use Permit ☒ Development Standards Variance

Name: WJH LLC

Special Exception Location (attach location map): 405 Jada Lane

Proposed Use: New single family home construction

Square Footage of Site: 4232

Assessor's Parcel Number: 01800250216

Describe Proposed Special Exception: Front set back is 25' would need the front set back decreased to 22.5'

(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, Denise Smith, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Denise Smith
Signature of Applicant

8/17/2021
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 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 17th day of August, 2021.

Denise Smith
Applicant's Name – Printed

Denise Smith
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2 day of September, 2021.



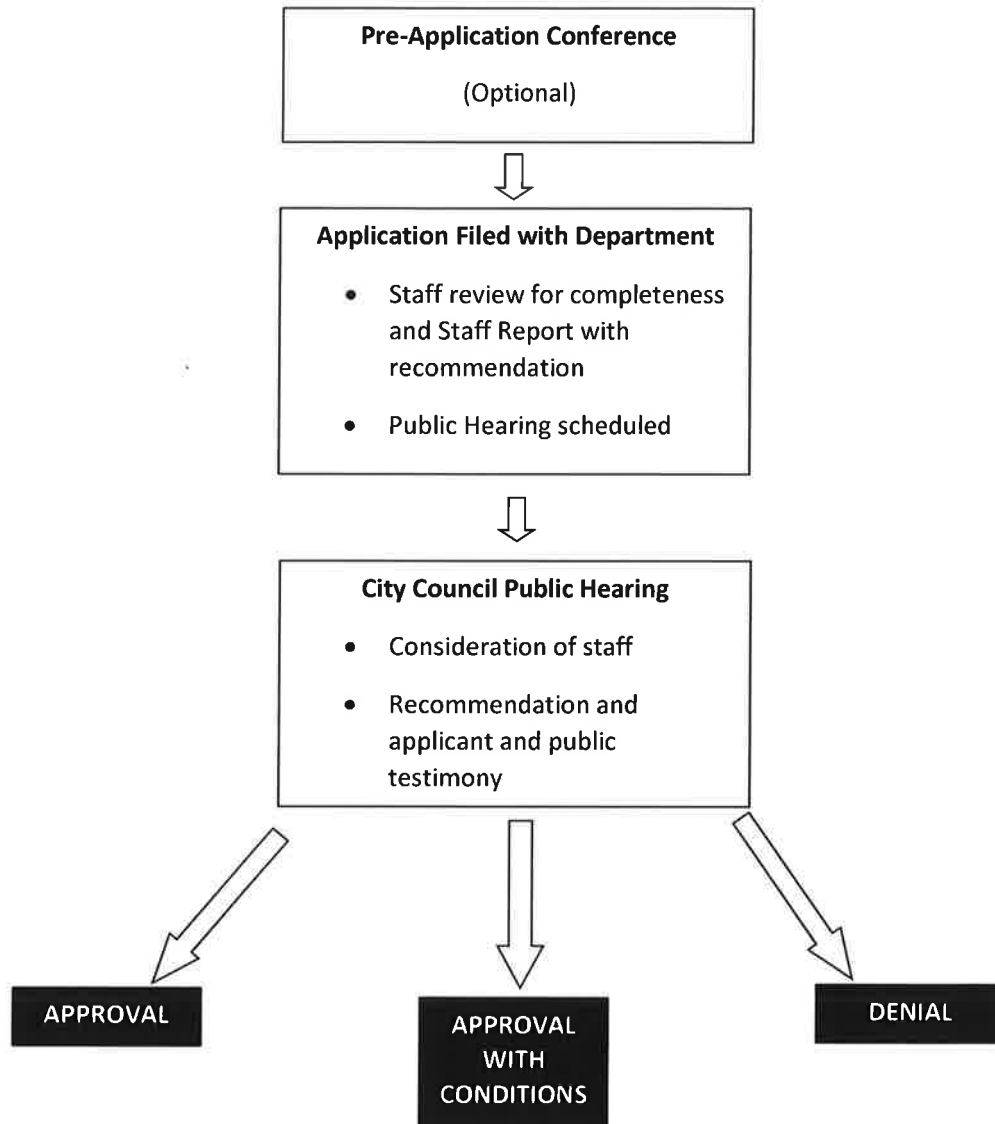
Whitney Cox
Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



APPLICATION FOR SPECIAL EXCEPTION

PROCESS



WJH LLC, also known as Century Complete is requesting a variance for Liberty Pointe Lot 67, 405 Jada Lane. Due to the size and shape of this lot, we do not have a house plan that will fit without encroaching into the set backs for this lot. For that reason, we are asking to encroach into the 25' front set back of this lot to allow us to build a 1704 plan- the closest we have that will fit on this lot. We would need the front set back to be at 22.5'.

This phase of Liberty Pointe is zoned R2 according to the plan reviewer for Villa Rica. With the size of this lot, a minimum house width of 24' per the R2 guidelines will not fit. If we were to encroach on the side setbacks, that would require fire rated material to be used since the minimum distance between the house and the house next door would be less than 10'. Also, according to the information forwarded to me, the minimum lot size for an R2 zoned property is 8500 sq ft and a minimum width of 50' which this lot is nowhere near that size.

We hope that you will approve this variance.

Thank you.

R2

		R2 Single-Family Urban	
		Res	Other
Minimum Lot Size		8,500 sf.	1 ac.
Minimum Lot Width		50 ft.	100 ft
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1, 10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2, 3}	Principal	6 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	650 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3, 7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	

R2 – Single Family Residential

The diagram illustrates the setback requirements for a single-family residential property in the R2 zoning district. The property is shown as a white rectangle with a green lawn area. A large, dark, multi-sided structure represents the main building, and a smaller, dark, rectangular structure represents a detached garage. The setbacks are indicated by blue arrows and labels:

- FRONT YARD:** 50 ft. (indicated by a yellow arrow pointing from the front property line to the building).
- SIDE YARD:** 15 ft. (indicated by a blue arrow pointing from the side property line to the building).
- REAR YARD:** 15 ft. (indicated by a blue arrow pointing from the rear property line to the building).
- DETACHED GARAGE:** 5 ft. (indicated by a blue arrow pointing from the rear property line to the garage).
- REAR YARD (between building and garage):** 14 ft. (indicated by a blue arrow pointing from the building to the garage).
- REAR YARD (between building and property line):** 35 ft. (indicated by a blue arrow pointing from the building to the rear property line).
- REAR YARD (between building and property line):** 5 ft. (indicated by a blue arrow pointing from the building to the rear property line).
- REAR YARD (between building and property line):** 35 ft. (indicated by a blue arrow pointing from the building to the rear property line).
- REAR YARD (between building and property line):** 5 ft. (indicated by a blue arrow pointing from the building to the rear property line).

- 1 See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- 2 Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- 3 On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- 6 Structures 200 sf. or less / structures greater than 200 sf.
- 7 Single-family residential / two-family residential (ADU)
- 9 See height exemptions per *Section 7.10 – Height Standards*
- 10 The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- 11 Permitted non-residential uses shall not exceed 50%
- 12 Permitted non-residential uses shall not exceed 60%

District Intent

The Single-Family Residential (R2) District is intended to provide for moderate density single-family and two-family residential (ADU) development on smaller lots than are permitted in the other residential districts. This district may also accommodate neo-traditional subdivisions and the pattern of development that may occur in the town centers, where a compact urban form with smaller setbacks, and alley access to rear yards and rear-loading garages. This district is designed for areas close to urban development. All lots shall be connected to centralized sewer and water facilities and an urbanized

Special Exception Required

- 2) Residential
 - a) day care home: small (1-6 enrollees)
 - b) personal care home, family (4-6 residents)
 - c) personal care home, group (7 -16 residents)
 - d) nursing home, assisted living, or retirement facility
- 3) Communications / Utilities
 - a) essential services, minor
 - b) essential services, major
- 4) Institutional
 - a) funeral home / mortuary / crematory
 - b) lodge or private club
 - c) educational inst, excluding p-12, public
 - d) educational inst, p-12 only, public
 - e) educational inst, excluding p-12, private
 - f) educational inst, p-12 only, private
 - g) cemeteries
 - h) community center
 - i) lodge or private club
 - j) places of worship
 - k) publicly-owned buildings and facilities
- 5) Parks & Recreation
 - a) golf course
 - b) recreation (active)

R2

Permitted Uses

- 1) Residential
 - a) dwelling, accessory apartment
 - b) dwelling, single-family
 - c) home occupation
- 2) Parks & Recreation
 - a) nature preserve
 - b) recreation (passive)



Return Recorded Document to:
WESSELS & GERBER, P.C.
5491 ROSWELL ROAD
2ND FLOOR
ATLANTA, GEORGIA 30342

Doc ID: C11956630001 Type: WD
Recorded: 01/29/2021 at 11:00:00 AM
Fee Amt: \$476.00 Page 1 of 1
Transfer Tax: \$451.00
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior
BK 3918 PG 146

LIMITED WARRANTY DEED

FILE #: LPT25

THIS INDENTURE made this January 11, 2021, between LIBERTY CUSTOM HOMES LLC, a Georgia Limited Liability Company, hereinafter called "Grantor", and WJH LLC, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 118 & 212, LIBERTY POINTE, PHASE 1, AS PER PLAT RECORDED IN PLAT BOOK 37, PAGE 188-189, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

AND

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 63, 64, 65, 81, 82, 83, 84, 85, 86, 87 & 88, LIBERTY POINTE, PHASE 2, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 131, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

AND

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 66, 67, 68 & 69, LIBERTY POINTE PHASE 3, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 427, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

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

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 anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named grantor.

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

SCANNED

Signed, sealed and delivered in the presence of:

Notary Public

FEB 04 2021

Unofficial Witness
Brenda Jean Grift
NOTARY PUBLIC
COMMISSION EXPIRES
12/14/2021
DOUGLASVILLE, GEORGIA

Liberty Custom Homes LLC

Annetta D. Stemberbridge, Clerk
Superior & State Court
Douglas County, GA

By: Sherrie Stephens
Sherrie Stephens, Manager

OWNER/BUILDER:
W.J.H.LLC
3091 GOVERNORS LAKE DRIVE
NORCROSS, GA 30071

24 HOUR EMERGENCY CONTACT:

DAWAYNE STAPLES
470-880-5825

NOTES:

1. BOUNDARY AND OTHER PERTINENT INFORMATION WAS
TAKEN FROM: FINAL PLAT FOR LIBERTY POINTE PH.3 IN PB 40
PG 427 IN DOUGLAS COUNTY RECORDS

2. ACCORDING TO THE F.I.R.M. OF DOUGLAS COUNTY, PANEL
NUMBER 13045C0176E, DATED 08-15-2019, THIS LOT IS NOT
LOCATED IN A SPECIAL FLOOD HAZARD AREA.

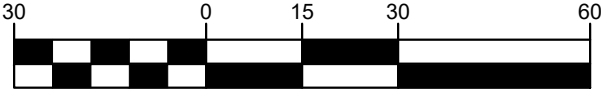
THIS PLAN IS FOR PERMITTING PURPOSES ONLY.

1. BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR
DRAINAGE PURPOSES.
2. CONTRACTOR TO MAINTAIN EROSION CONTROL DAILY.
3. ANY REVISIONS THAT WERE NOT DONE UNDER THE
SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE
CERTIFICATION OF THIS DOCUMENT.

FRONT SETBACK: 25 FOOT
FRONT SETBACK VARIANCE: 22.5 FOOT
REAR SETBACK: 15 FOOT
SIDE SETBACK: 5 FOOT

DRIVEWAY APRON SHALL BE
CONSTRUCTED ACCORDING
TO THE ATTACHED DETAIL
LOCATED ON SHEET 2.

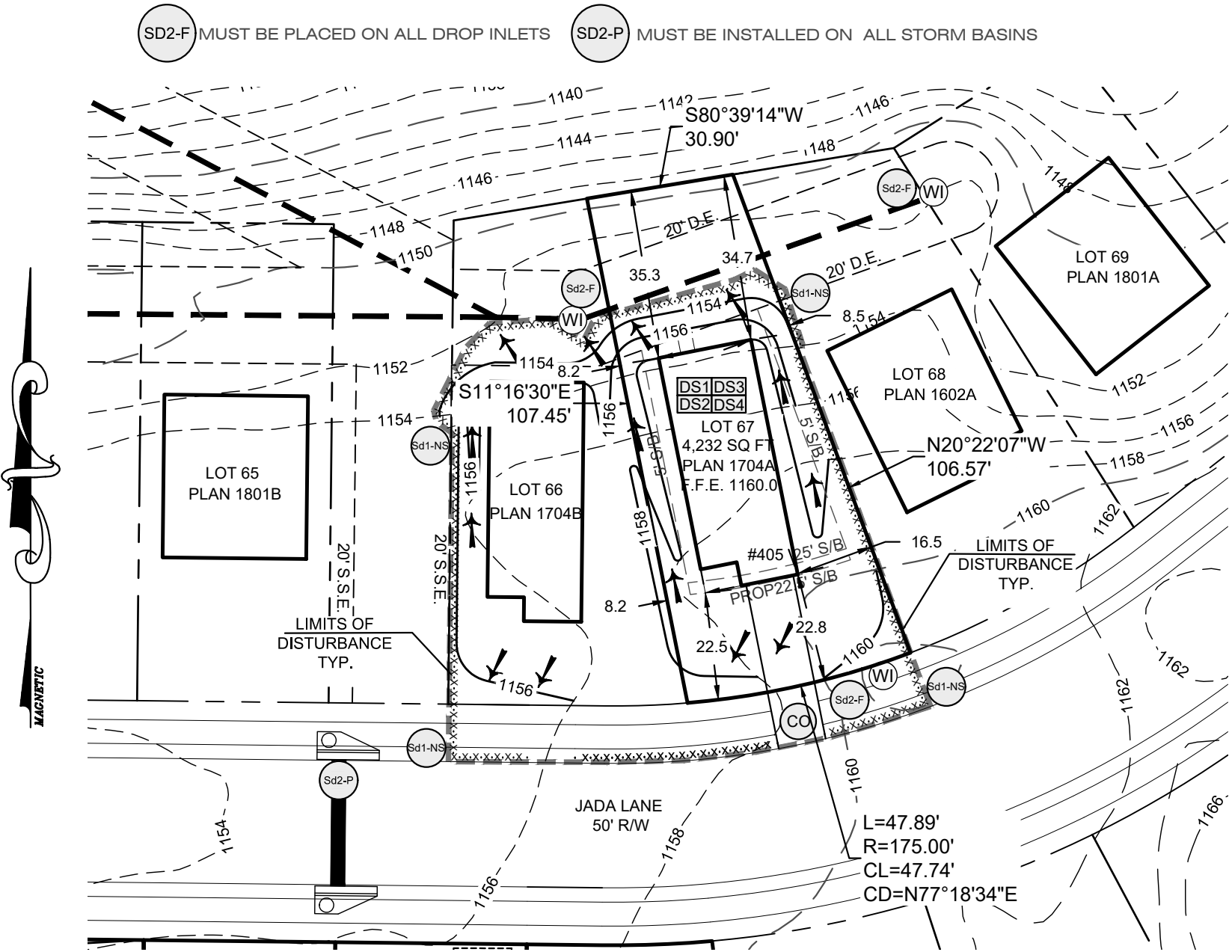
GRAPHIC SCALE



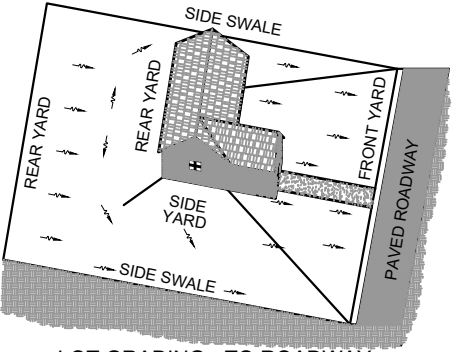
(IN FEET)
1 inch = 30 ft.

SD2-F MUST BE PLACED ON ALL DROP INLETS

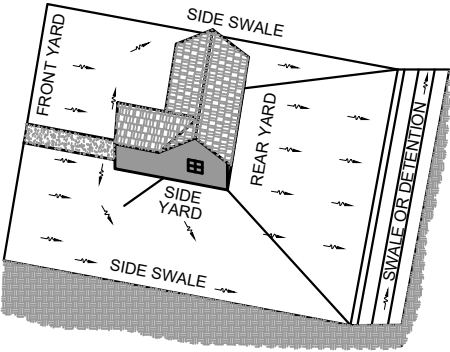
SD2-P MUST BE INSTALLED ON ALL STORM BASINS



ELEVATION VIEW



LOT GRADING - TO ROADWAY



LOT GRADING - TO SWALE OR DETENTION

"CONTRACTOR AND/OR BUILDER
SHALL VERIFY ALL GRADING(EXISTING
OR PROPOSED,SHOWN OR NOT
SHOWN ON THIS PLAN) AND
STORMWATER FLOWS MATCH THE
APPROVED CONSTRUCTION
DOCUMENTS FOR THIS
DEVELOPMENT. ANY DISCREPANCIES
SHALL BE REPORTED TO THE
ENGINEER OF RECORD".

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.

SHEET NUMBER:	DATE:	06-21-2021
	SCALE:	1"=30'
	DRAWN BY:	RM
	REVIEWED BY:	WREDD
1 of 2	THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.	

REVISIONS	
1.	
2.	
3.	
4.	
5.	

Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811



GSWCC# 0000009371

HOUSE LOCATION PLAN FOR
**FOR
LOT 67**
LIBERTY POINTE PHASE 3
LOCATED IN:
VILLA RICA, DOUGLAS COUNTY, GA
LAND LOTS 180 & 181, DISTRICT 02, SECTION 5

CIVIL
ENGINEERING

LAND
PLANNING

LAND
SURVEYING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECT

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

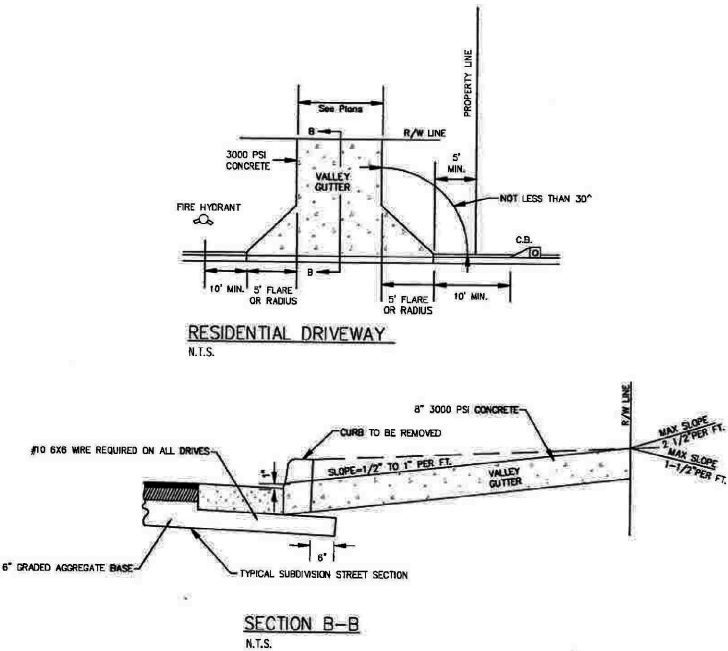
RESIDENTIAL DRIVEWAY DETAIL

DRIVEWAY/INTERSECTION USE	WIDTH IN FEET		MIN. RADIUS IN FEET
	MIN.	MAX.	
RESIDENTIAL DRIVEWAY	14	18	5' (RADIUS OR FLARE)

CONCRETE DRIVES:

RESIDENTIAL	COMMERCIAL
6" CONCRETE VALLEY GUTTER	8" CONCRETE VALLEY GUTTER
4" CONCRETE DRIVEWAY	6" CONCRETE DRIVEWAY

NOTE: PUBLIC STREET INTERSECTIONS SHALL BE ASPHALT



NOTE:
MAXIMUM DRIVEWAY GRADES SHOWN ABOVE ARE INTENDED FOR RESIDENTIAL DRIVEWAYS WHERE FLATTER GRADES ARE NOT FEASIBLE. DESIGNER TO DETERMINE ACTUAL DRIVEWAY PROFILE GRADE.

NOTE:
THE DESIGNER MUST NOT ALLOW SURFACE RUNOFF FROM THE ROADWAY AND RIGHT-OF-WAY TO DRAIN OFF THE RIGHT OF WAY INTO A DRIVEWAY AND ON TO PRIVATE PROPERTY UNLESS THROUGH A DESIGNATED STORMWATER CONVEYANCE STRUCTURE.

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.

SHEET NUMBER:

2 OF 2

DATE:

06-21-2021

SCALE:

1"=30'

DRAWN BY:

RM

REVIEWED BY:

WREDD

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

REVISIONS

1.

2.

3.

4.

5.



Know what's below.
Call before you dig.

UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811



06-21-2021

GSWCC# 0000009371

HOUSE LOCATION PLAN FOR

FOR

LOT 67

LIBERTY POINTE PHASE 3

LOCATED IN:

VILLA RICA, DOUGLAS COUNTY, GA

LAND LOTS 180 & 181, DISTRICT 02, SECTION 5

CIVIL ENGINEERING

LAND PLANNING

LAND SURVEYING

CONSTRUCTION MANAGEMENT



LANDSCAPE ARCHITECT

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



September 1, 2021

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

Re: Planning Report
Liberty Pointe - WJH, LLC
VA-10-21
405 Jada Lane
Land Lot 180, District 2, Section 5
Parcel # 01800250216
Lot Size: 4,232 SF
Ward: 4
City Council Member: Michael Young
Planning Board Member: John Hannabach
City of Villa Rica, Douglas County, Georgia

Dear Mrs. Doyal:

WJH, LLC (the Applicant) seeks a variance from front yard setback requirements (25' required; 22.5' proposed). The property fronts onto 405 Jada Lane. The variance is outlined in Section D.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated August 17th, 2021;
2. Applicant Summary Description of Project, undated and unsigned;
3. Warranty deed, dated July 2nd, 2021, signed by Sherrie Stephens, Manager of Liberty Custom Homes, LLC;
4. Variance Plan, dated June 21, 2021, prepared by Adam L. Price, PE.



A. Existing Conditions

The subject property is located in on the north side of Jada Lane within the Liberty Pointe subdivision in Douglas County. The parcel has approximately 47.89' of frontage along Jada Lane and consists of 4,232 square feet. The property is mostly flat and does not have any streams within its boundaries.

The parcel is currently zoned Planned Unit Development (PUD) and features undeveloped land. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the PUD zoning on all four sides.

The parcel borders the following parcels (the current use on each is included in bold):

- 407 Jada Lane – Eastern border along Jada Lane – **single-family home under construction.**
- 403 Jada Lane – Western border along Jada Lane – **vacant land, pending variance application.**
- 404 Jada Lane – Southern border– **single-family home under construction.**
- 406 Jada Lane – Southern border –**single-family home under construction.**
- Parcel #01800250003 – Northern border– **Remaining Master Parcel in Liberty Pointe (future phases)**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Planned Unit Development (PUD)	Suburban Neighborhood
East	Planned Unit Development (PUD)	Suburban Neighborhood
South	Planned Unit Development (PUD)	Suburban Neighborhood
West	Planned Unit Development (PUD)	Suburban Neighborhood

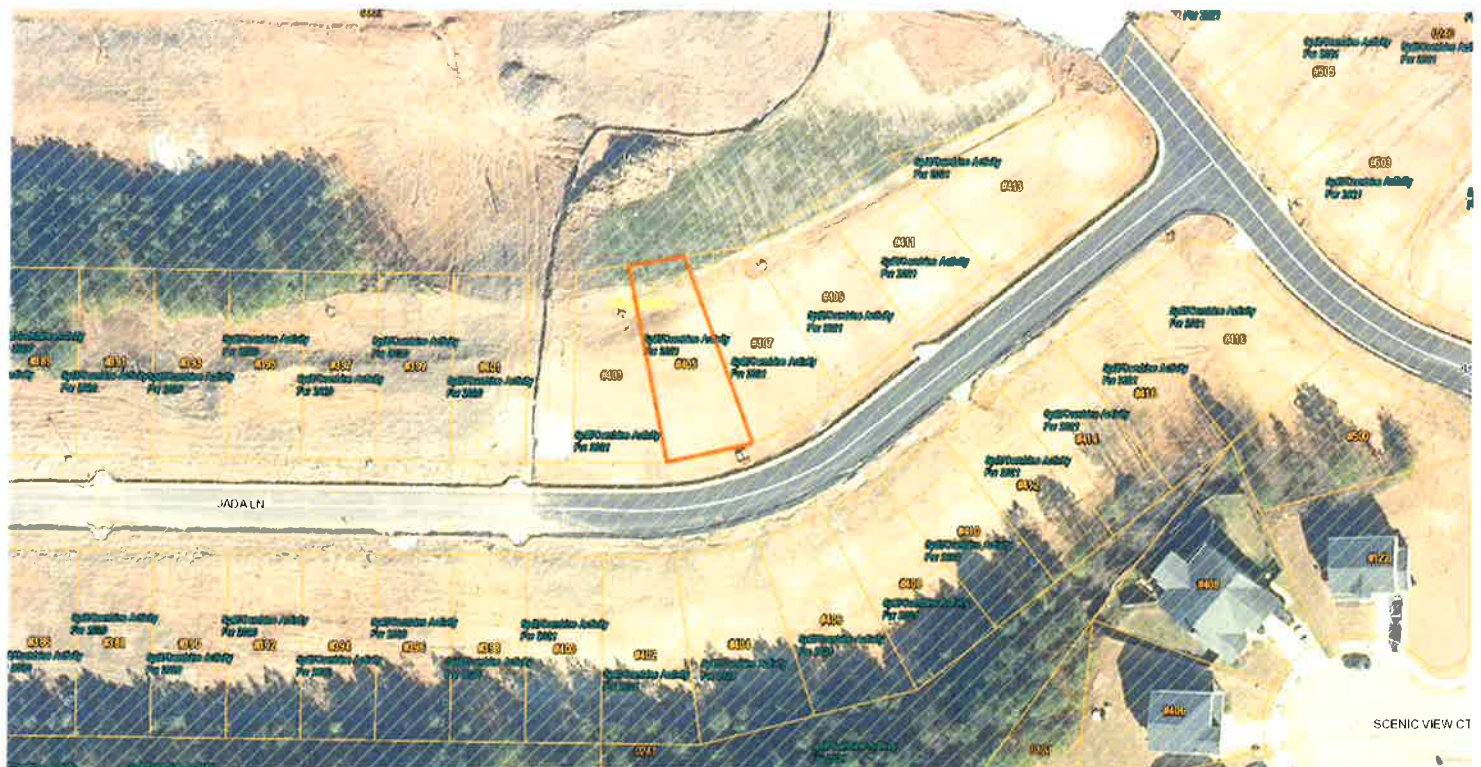


Figure 1: Douglas County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel is vacant and has been vacant throughout its existence since it was subdivided in approximately 2019. Prior to that time, the parcel was adjoined by adjacent parcels that also featured vacant land, however as the residential sector developed in the area, subdivision of the master parcel created smaller lots for future development, such as the subject site. The Unified Development Code (UDC) zoned the property as a Planned Unit Development (PD), which has been in existence since the city annexed the property in approximately 2003. Upon annexation, the master parcel was known as the Loop Road Tract and featured 198 acres (including the proposed city park adjacent to the master parcel to the east and north. In 2004, the city reached an agreement with Mirror Lake, LLC, which owned the site, to reduce the number of apartments approved from 1,980 apartment units to a separate PUD zoning consisting of 700 single-family units. A variance request was also made to allow lots to be smaller than the 10,000 square foot minimum at the time.

The property kept its Planned Unit Development zoning during the citywide rezoning effort in 2020.

C. Proposed Development

The applicant is requesting a variance from front yard setback requirements within the PUD. The front yard setback requirement is 25' as per the site plans filed for Phase III of the development. The applicant is proposing a setback of 22.5', a reduction of 2.5'. The proposed project is to



construct a single-family home on the site. The applicant's stated reasons for not complying with the required front yard setback is due to the fact that they do not have an architectural plan that can fit within the buildable envelope of the parcel.

Flood Plain

The property is not located within a flood zone and is not considered a Special Flood Hazard Areas as designated by FEMA. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

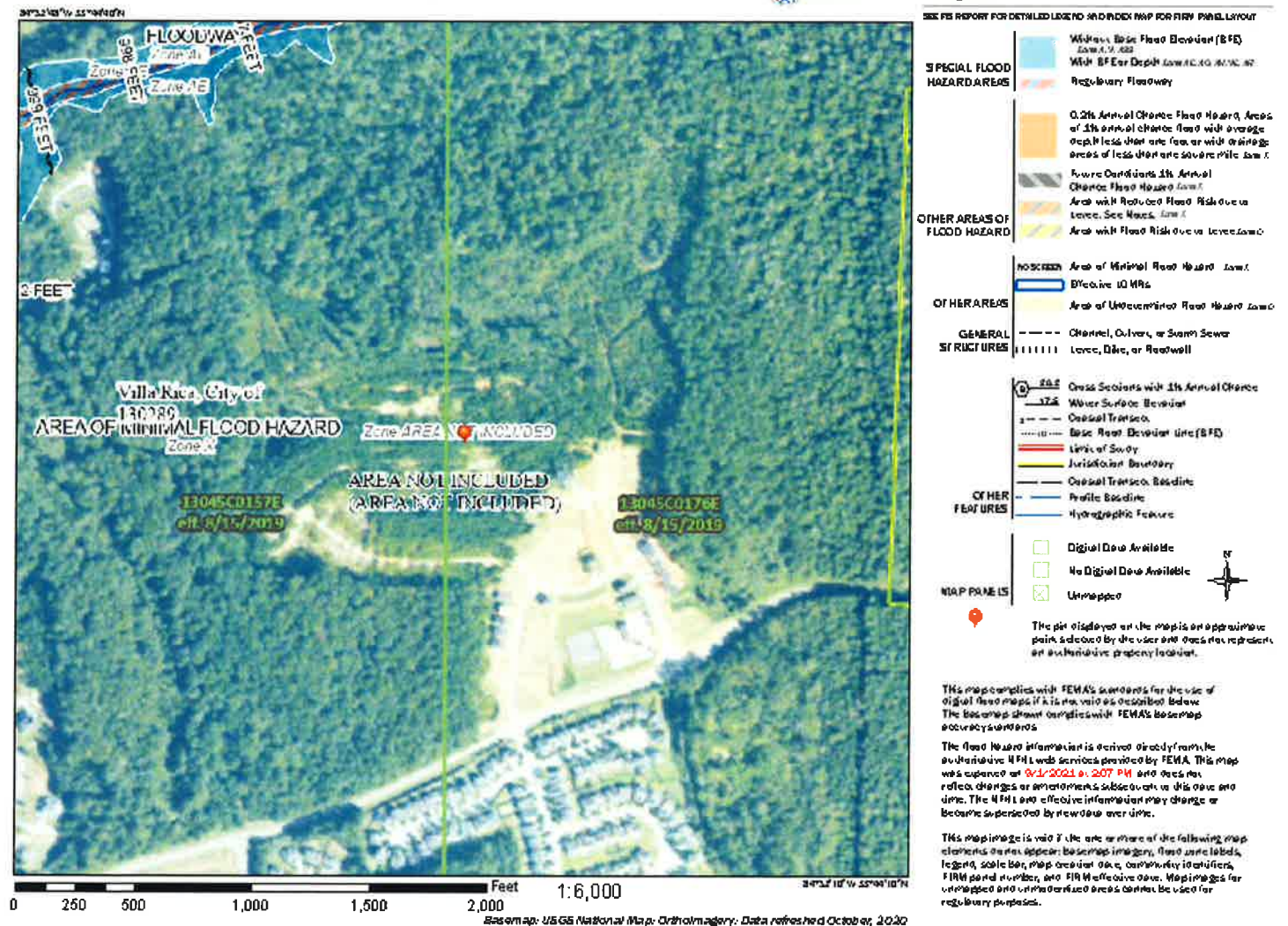


Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from the Liberty Pointe Phase III final plat as outlined below. The applicant's stated reasons for not complying with the required front yard setback is due to the fact that they do not have an architectural plan that can fit within the buildable envelope of the parcel.

The Applicant has requested variance relief for the following:

1. Liberty Pointe Phase III Final Plat – 25' front yard setbacks required.

The applicant proposes 22.5' front yard setbacks, a reduction of 2.5'.

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 having architectural plans that cannot meet the standards that have been imposed by the applicant themselves when the plat was submitted and approved. Staff could not identify any benefits from an approval of the requested variance, however a potential detriment would be the reduced parking within the driveway.

The Comprehensive Plan states the following regarding the Suburban Neighborhood Character areas:

"Suburban Neighborhoods are characterized by detached, single-family homes at low to moderate density residential development and neighborhoods. Higher densities in suburban areas are established through in planned developments. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. Such connections should be provided in new developments.

Future development will continue to be primarily detached, single-family homes, with opportunities for variations in housing types and lot sizes based on surrounding uses and sewer availability. Multi-family developments may be acceptable when compatible with surrounding dwelling types and where it can be supported by sewer. The road network should provide connectivity to surrounding areas and activity centers."

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan. Staff advises that the detriment of the variances would 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 required setbacks will not result in a practical difficulty in the use of the property. The applicant has specified that the requirement would cause a practical difficulty since they do not have an architectural plan that can fit within the buildable envelope of the lot. It appears that the request is self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variances: DENIAL

Reasons: The property in question has dimensions substantially similar to surrounding lots which have constructed homes that meet the setback requirement. Being that the PUD requirements were drafted by the applicant during the original concept plan phase of the development, this request is entirely self-imposed and is not unique to a land feature or topographic obstacle.



405 Jada Lane
VA-10-21
September 1, 2021
Page 7 of 9

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on August 26th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)
Chris Montesinos, AICP (via email)



405 Jada Lane
VA-10-21
September 1, 2021
Page 8 of 9

Villa Rica Zoning Map:





CITY OF VILLA RICA

City Council Packet

SUBJECT: Special Exception: Requesting an exemption to Section 9.37(h) of the Villa Rica Sign Ordinance.

CITY COUNCIL AGENDA DATE: September 14th, 2021

PLANNING COMMISSION DATE: N/A

DATE: July 30th, 2021

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING: Yes (09/14/2021)

PURPOSE: Special Exception: Requesting an exemption to Section 9.37(h) of the Villa Rica Sign which prohibits billboards from being located within five-hundred (500) feet of the frontage of interstate off-and-on-ramps. This application is for a proposed billboard located at 0 Boggs Road (PIN# 01460250008) NE corner of the I-20 off ramp at Liberty Road.

BACKGROUND: Mr. Allen Gaston was granted a permit for a billboard, several days before the adoption of the Villa Rica Sign Ordinance, with the intent of grandfathering his application/permit to avoid the new (current) 500' setback requirement – prohibiting the siting of any billboard structure within 500 feet on an interstate on-or-off ramp. However, his permit exceeded the six (6) month project completion requirement (expired) and he is now subject to the regulations of the current sign ordinance.

HARDSHIP (as related to variances of this ordinance): The exceptional hardship that would result from a failure to grant the requested variance. The City Council requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Section 9.37(h) of the Villa Rica Sign Ordinance reads: Billboards shall not be located within five-hundred (500) feet of the frontage of interstate off-and-on-ramps.

The applicant has failed to establish grounds for hardship, and has abdicated any vested rights with the undeveloped expiration of the City-issued building permit; regardless of the valid permit from GDOT. The applicant was issued a permit in July of 2019, but due to inactivity, the permit has lapsed per Section 9.06:

Sec.9.06 – PERMIT EXPIRATION

1) A sign permit shall become null and void if the sign for which the permit was issued has not been completed and fully installed within six (6) months after the date of issuance; provided, however, that where an applicant can demonstrate that a contractor was timely engaged to construct the permitted sign, but the fabrication has not yet been completed due to the fault of the contractor, one 60-day extension may be granted by the director or his designee. No refunds will be made for permit fees paid for permits that expired due to failure to erect a permitted sign. If an individual later desires to erect a sign at the same location, a new application must be processed and another fee paid in accordance with the fee schedule applicable at such time.

STAFF RECOMMENDATION: In this circumstance, there is no evidence of a hardship that may justify a Special Exception. To this effect, staff does not support the requested Exception.

IMPACT: None perceived.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION: I move to APPROVE/DENY the exception to Section 9.37(h) of the Villa Rica Sign Ordinance, to exempt billboards from being located within five-hundred (500) feet of the frontage of interstate off-and-on-ramps.



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: July 20, 2021

APPLICANT

Applicant Name: Gaston Outdoor Advertising Inc. (770-301-6298)
Address: P.O. Box 648 City: Carrollton State: GA Zip: 30112
Phone: (770) 838-0079 Fax: () N/A Email: agastone@gastonoutdoor.com
Agent Name: Allen Gaston

Address: Same as above City: _____ State: _____ Zip: _____
Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Owner Name (If different from applicant): Benchmark United Inc. Larry Boggs
Address: 2266 Fairburn Rd. City: Douglasville State: GA Zip: 30135
Phone: (770) 999-3006 Fax: () N/A Email: larry.boggs@benchmarkatlanta.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 ☒ Development Standards Variance

Name: Allen Gaston
Special Exception Location (attach location map): see attached
Proposed Use: Erect Outdoor Advertising Structure
Square Footage of Site: 5.03 Acres
Assessor's Parcel Number: 01460250014
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: _____



**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, Allen Gaston, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Allen Gaston
Signature of Applicant

7/20/21
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.



City of Villa Rica
42 Community Sq
Villa Rica, GA 30180
(678) 785-1000
webpayments@villarica.org

XBP Confirmation Number: 103724947

► Transaction detail for payment to City of Villa Rica.	Date: 07/29/2021 - 2:22:05 PM MT
Transaction Number: 153532731XA eCheck - Checking — XXXXX1173 Status: Successful	

Account #	Item	Quantity	Item Amount
	MISC PERMITS INSPECTIONS	2	\$300.00

Notes: Gaston Outdoor Advertising Variance Applications for: Parcel Numbers: 01460250014
V060040003

TOTAL: \$600.00

Billing Information

Gaston Outdoor Adversiting Inc
Gaston Outdoor Adversiting Inc
, 30112

Transaction taken by: NyreeS



**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 applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council 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 20 day of July, 2021.

Allen Gaston
Applicant's Name – Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this _____ 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.



Russell
Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 12, 2020

Gaston Outdoor Advertising, Inc
P.O. Box 648
Carrollton, GA 30112

CustomerID: 3704

Dear Sir or Madam:

Re: Initial Permit Erection Extension Approval

Your request to extend the initial sign erection period for the following permit number is approved.

Permit Number	Latitude	Longitude	Milepost	S.R.	County	Side of Roadway
D4553	33.726051	-84.899455	26.344	040200	Douglas	N

This approval does not exempt or modify any permit conditions or requirements. Sign owners shall ensure the correct placement of outdoor advertising signs and the signs shall be erected at the exact location permitted.

This sign erection extension shall be valid until Thursday, September 24, 2021. This permit extension is issued and shall only be valid if the sign is erected, maintained and operational in accordance with O.C.G.A. §32-6-74 and Department's Rule § 672-6-.05 during the twelve (12) month period following the initial expiration date of the permits. The permit renewal period is January 1st through April 1st, following its year of permit issuance and each year thereafter.

If you have any questions or concerns, please contact John Martin, Outdoor Advertising Regional Coordinator at (404) 631-1352

Sincerely,

John Martin, Regional Coordinator

File

AUG 12 2020 AM9:43

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center
600 West Peachtree Street N.W., 10th Floor
Atlanta, Georgia 30308

APPLICATION FOR OUTDOOR ADVERTISING INITIAL PERMIT EXTENSION

TYPE OR PRINT LEGIBLY (Please sign original in blue ink- All Sections Must Be Completed)

This form, and applicable fee, must be submitted to the Department at least 30 days prior to the permit's expiration.

Permit Information

Permit Number	04553
Permit Expiration Date	September 23, 2020
Multiple Message Sign	Yes ☒ No ☐

Sign Owner Information

Corporation:	Gastone Outdoor Advertising, Inc.
Agent's name:	Allen Gaston
Corporate Title:	President
Address:	P.O. Box 648
City, State, Zip :	Cartersville, GA 30112
Telephone, Email:	770-301-6298 agaston@gastoneadvertising.com
Signed:	Allen Gaston
Date:	8/10/20

GDOT USE ONLY

Approval

This extension is granted to erect and/or maintain permit no. 04553 adjacent to State Route 462 in Douglas County, Georgia for a period of one year from the permit expiration date of September 23, 2020.

This is not a building permit. Nothing in this permit shall be construed to abrogate or affect any lawful ordinance, regulation or resolution which is more restrictive than State Law as it pertains to the structure permitted. (O.C.G.A. § 32-6-97)

This 12 day of August, 2020

Name:	John Martin
Title:	Regional ODA Coordinator

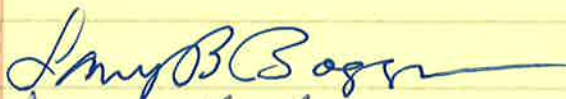
7/20/21

I have had a permit with GDOT since August 2020 in good standing to erect an outdoor advertising structure on Lorry Boggs and Kip Burg's property. This location is at the intersection of I-20 and Liberty Rd. on the exit ramp to Liberty road. This permit is in good standing until September 24, 2021. This permit was signed by Chris Montesino (Deputy Director of Community Development) but since then the City of Villa Rica sign ordinance has changed. City of Villa Rica does not allow outdoor advertising structures on ramps. This structure is permitted on the North side of I-20 but there is a structure on the South side of I-20 on the ramp. I went to City of Villa Rica to get a building permit but they would not give me one because the ordinance has changed since signing GDOT's permit in August 2020. The City also has a 25' set back from property line. I already have a setback of over 180' feet off of Liberty Rd and this does not include the width of Liberty Rd, and I-20 right of way. The property owners want me to be as close to the fence as possible because of future development and the terrain drops off. This will not effect any future development because the

Structure will be located in an Industrial Park
This structure will be consistent with the structure
located on the ramp on the South side as far as
size and set backs.

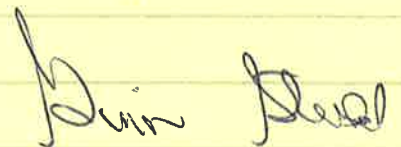
7/27/2021

Larry Boggs gives Allen
Gaston of Gaston Outdoor Advertising,
Inc.) authorization to make the
request of A VARIANCE for A
Billboard structure located at the
ramp off of I-20 to Liberty Rd. at Boggs
Road. Villa Rica, GA. 30180


Larry B. Boggs
Benchmark United Inc.


Allen Gaston
Gaston Outdoor Advertising, Inc.





7/27/2021

GDOT Fence

Permitted Outdoor
Advertising Structure from
GDOT. Asking for 25' set
back variance and
permission to erect on off
ramp.

180'

Liberty Rd.

Entrance on ramp

Exit off ramp

I-20 West bound

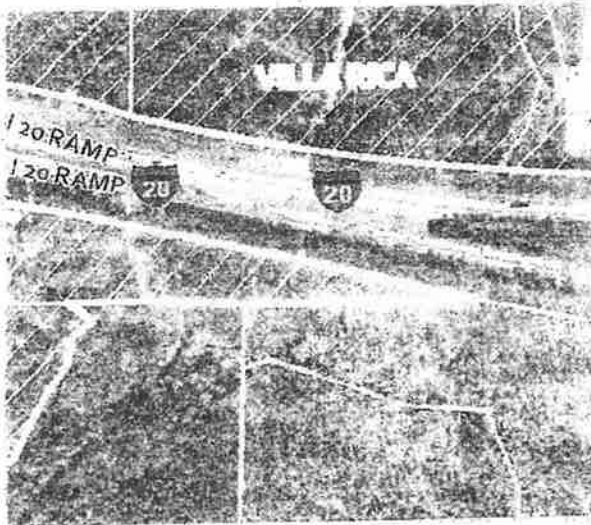
I-20 East Bound

B₁

Outdoor Advertising
Structure in place

Assessor Report

Parcel Number **01460250014**



Owner Information

Current Owner **BENCHMARK UNITED, INC.**
 Mailing Address 1
 Mailing Address 2 **% LARRY BOGGS**
 Mailing Address 3 **2266 FAIRBURN RD**
 City **DOUGLASVILLE**
 State **GA**
 Zip Code **30135**

*Please note: Questions regarding this information should be directed to the Douglas County Appraisal Department at (770)920-7228

Property Information

Property Address **0 LIBERTY RD**
 Legal Description **V/5.03 ACRES, OFF LIBERTY ROAD**
 Class Code (Not Zoning) **Residential**
 Neighborhood **2-5 NW**
 Homestead Exemption **S0**
 Topography **Rolling**
 Drainage **Poor**
 Road Class **County**
 Parcel Road Access **Paved**

Acres **5.03**
 Landlot/District **146 /25**
 Special **3**
 Tax District **VILLA RICA**
 Water **No Water**
 Sewer **No Sewer**
 Electric **Electricity**
 Gas **Tank Gas**

2013 Values

Land	Improvements	Accessories	Total Value	Previous Value
\$51,900	\$0	\$0	\$51,900	\$51,900

Land Information

Type	Description	Acres	Soil Productivity
RUR	Small Parcels	5.03	1

Sales History

Sale Price	Sale Date	Reason	Grantor	Grantee	Deed Book	Plat Page
\$0	08/12/2011	Estate	BENCHMARK UNITED, INC. &	BENCHMARK UNITED, INC.	2954	997
\$80,000	03/19/1998	Part located another county	BENCHMARK UNITED, IN	BENCHMARK UNITED, IN	011510	119
\$814,000	03/16/1998	Multiple Parcels	GRUBER, MORTON M., E	BENCHMARK UNITED, IN	011490	700
\$814,000	01/01/1994	Foreclosure	SIGNA DEVELOPMENT CO	GRUBER, MORTON M., E	008830	817

84

I-20

SOUTH

HWY 78

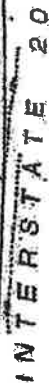
GOVERNMENT

LIBERTY RD

FLORENCE
CIRCLE

10

84



Empire.



LARRY B. BOGGS

17101231-4189

(770) 949-3006

Fax (770) 920-2374

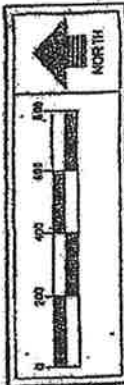
1

DATA

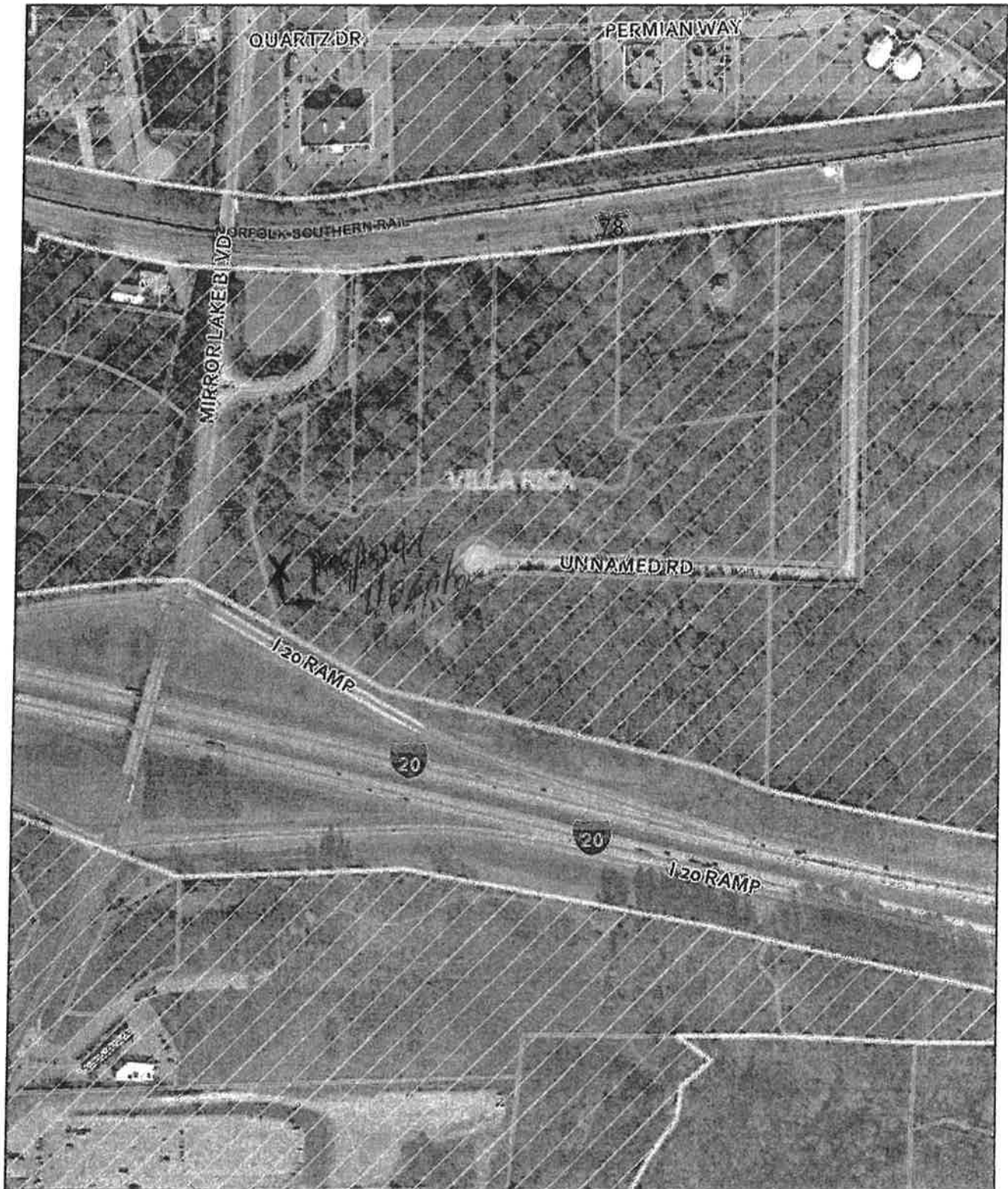
Panel

1-20 WEST TRADE CENTER
VILLA RICA, GEORGIA
CONCEPT PLAN

UNITED STATES DISTRICT COURT, DISTRICT OF COLUMBIA



Douglas County, GA Map



*Douglas County makes no warranties with respect to the accuracy and completeness of this information

Map Scale
1 inch = 419 feet

2/19/2016

CORPORATE RESOLUTION

I, L. KIRK BOGGS, HEREBY CERTIFY THAT I AM SECRETARY OF BENCHMARK UNITED, INC., A GEORGIA CORPORATION ("CORPORATION") THAT THE FOLLOWING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS UNANIMOUSLY CONSENTED TO AND DULY ADOPTED BY THE BOARD OF DIRECTORS OF THE CORPORATION AT A MEETING DULY CALLED AND HELD ON MAY 8, 2014, AT WHICH ALL THE MEMBERS OF THE BOARD OF DIRECTORS WERE PRESENT AND VOTED, THAT SAID RESOLUTIONS HAVE NOT BEEN RESCINDED OR MODIFIED IN ANY MANNER WHATSOEVER AND ARE NOW IN FORCE AND EFFECT AND THAT THE PERSONS LISTED THEREIN AS OFFICERS OF THE CORPORATION ARE STILL OFFICERS OF THAT CORPORATION AND STILL OCCUPY THE SAME POSITIONS IDENTIFIED IN SAID RESOLUTIONS.

BE IT RESOLVED, THAT ANY ONE OF THE FOLLOWING CORPORATE OFFICERS

LARRY B. BOGGS
KIPPARD WILLIAM BERRY
L. KIRK BOGGS

CEO & PRESIDENT
VICE PRESIDENT
SECRETARY

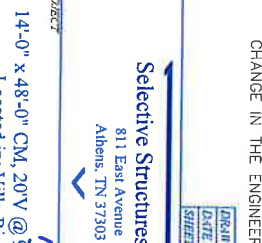
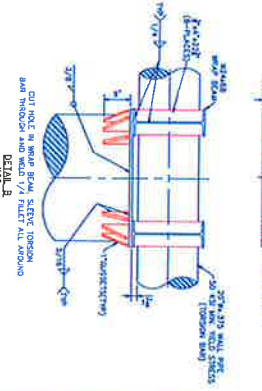
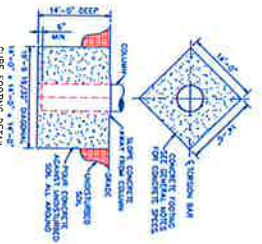
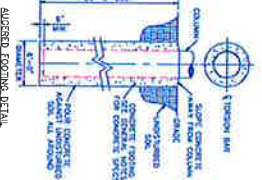
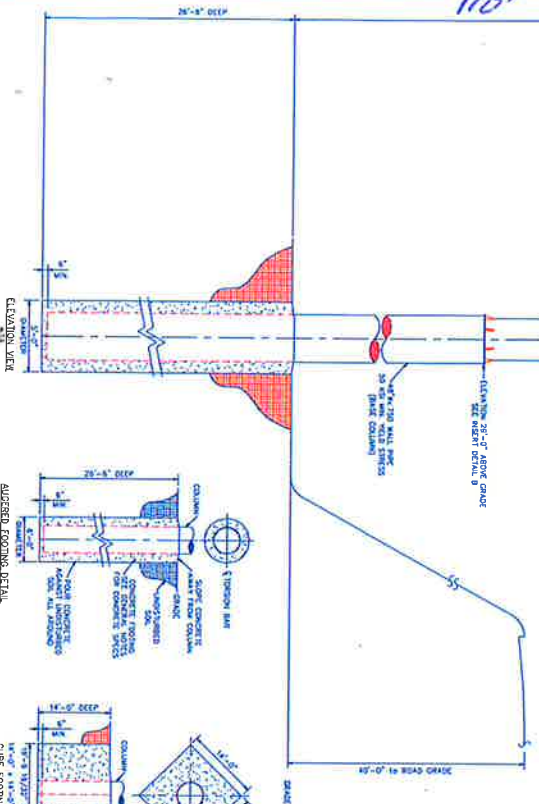
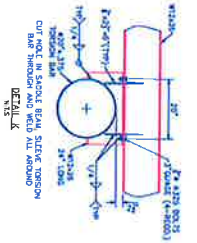
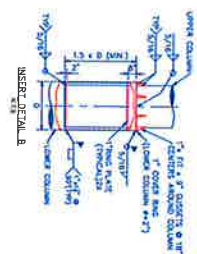
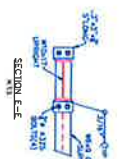
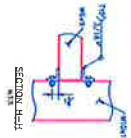
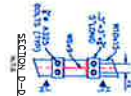
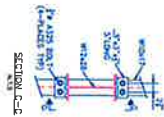
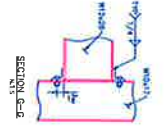
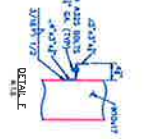
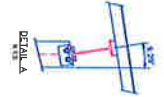
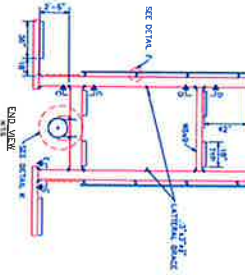
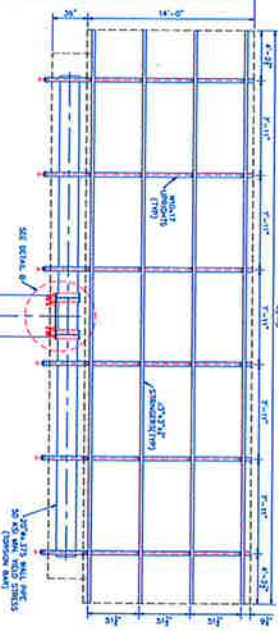
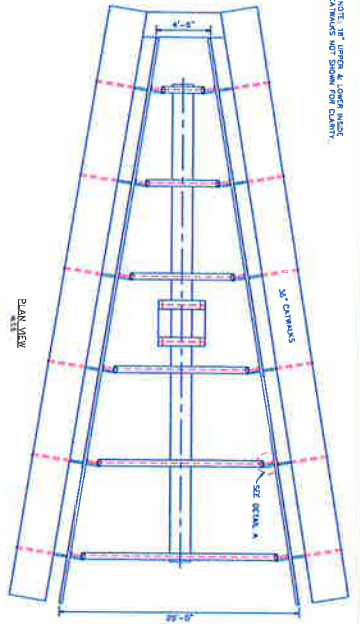
ARE HEREBY INDIVIDUALLY AUTHORIZED AND DIRECTED TO EXECUTE IN THE NAME OF THE CORPORATION, ANY AND ALL DEEDS NECESSARY AND PROPER IN CONNECTION WITH PURCHASE, ENCUMBRANCE, SALE OR EXCHANGE OF PROPERTY AS WELL AS ANY AND ALL NOTES AND OTHER EVIDENCES OF DEBT REQUIRED IN CONNECTION WITH THE FINANCING OF THE CORPORATION'S BUSINESS, INCLUDING BUT NOT LIMITED TO ACQUISITION, DEVELOPMENT, AND/OR CONSTRUCTION LOAN, AND ALL OF THE COLLATERAL PAPERS REQUIRED IN CONNECTION WITH SALE, PURCHASE, EXCHANGE, OR LOAN TRANSACTIONS; SUCH DOCUMENTS SIGNED BY ONE OF THE SAID OFFICERS SHALL BE VALID AND EFFECTIVE FOR ALL PURPOSES AND BINDING ON THE CORPORATION.

I FURTHER CERTIFY THAT THERE ARE NO PROVISIONS IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE CORPORATION LIMITING THE POWERS OF THE BOARD OF DIRECTORS TO PASS THE FOREGOING RESOLUTION AND THAT THE SAME ARE IN CONFORMITY WITH THE PROVISIONS OF SAID ARTICLES OF INCORPORATION AND BY-LAWS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE TO THIS CERTIFICATE AND AFFIXED THE SEAL OF THE CORPORATION THIS DECEMBER 8, 2015.


L. KIRK BOGGS, SECRETARY
BENCHMARK UNITED, INC.

NOTE: 1" = 10' UPON & LOWER INDOOR
CLIMBERS NOT SHOWN FOR CLARITY.



NOTE:
THIS DRAWING IS PRELIMINARY AND NOT
FOR FABRICATION. ALL MEMBER AND
FOUNDATION SIZES ARE SUBJECT TO
CHANGE IN THE ENGINEERING PROCESS.

PROJECT
14'-0" x 48'-0" CM, 20'V @ 30'-0" O.A.H.
Located in: Villa Rica, GA

1/67

Selective Structures, LLC
811 East Avenue
Athens, TN 37303

DRAWN BY: JNG
DATE: 07-15-19
SHEET 1 OF 1



CITY OF VILLA RICA

City Council Packet

SUBJECT: Special Exception: Request to modify the required 25-foot minimum setback from the interstate right-of-way for a billboard located at 0 Berry Drive (PIN# V06 0040003).

CITY COUNCIL AGENDA DATE: September 14th, 2021

PLANNING COMMISSION DATE: N/A

DATE: July 30th, 2021

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING: Yes (09/14/2021)

PURPOSE: Special Exception: Request to modify the required 25-foot minimum setback from the interstate right-of-way for a billboard located at 0 Berry Drive (PIN# V06 0040003).

BACKGROUND: Mr. Allen Gaston submitted an application for a billboard, days before the adoption of the Villa Rica Sign Ordinance, with the intent of grandfathering his application to avoid the new (current) 25' setback requirement – previously a 0' setback from the interstate right-of-way. However, his application exceeded the twelve (12) month submittal requirement and he is now subject to the regulations of the current sign ordinance.

In this particular circumstance, there are several factors which lend to a hardship situation. The ordinance defines hardship as follows:

HARDSHIP (as related to variances of this ordinance): The exceptional hardship that would result from a failure to grant the requested variance. The City Council requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Section 9.37(c) of the Villa Rica Sign Ordinance reads: Setbacks for billboards shall conform to the accessory structure setbacks in the district for which they are located, or twenty-five (25) feet, whichever is less.

In this particular circumstance, the twenty-five (25') foot setback requirement would put the billboard over an existing power line, which could potentially cause a hazardous or perilous situation. Further, distance requirements between billboards limits the location of new billboards, and any billboard structure locating in the same general vicinity would face the same issue due to the location of the power lines.

STAFF RECOMMENDATION: In this circumstance, there is evidence of a hardship that may justify a Special Exception. To this effect, staff has no objection to the requested Exception.

IMPACT: None perceived.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION: I move to APPROVE/DENY the exception to Section 9.37(c) of the Villa Rica Sign Ordinance, and reduce the setback to zero (0') feet of the closest part of the sign from the GDOT right-of-way.



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: July 20, 2021

APPLICANT

Applicant Name: Gaston Outdoor Advertising, Inc. (770-301-6298)
 Address: P.O. Box 648 City: Carrollton State: GA Zip: 30112
 Phone: (770) 838-0079 Fax: () N/A Email: agaston@gastonoutdoor.com
 Agent Name: Allen Gaston
 Address: same as above City: _____ State: _____ Zip: _____
 Phone: () _____ - _____ Fax: () _____ - _____ Email: _____
 Owner Name (if different from applicant): Nancy Smith
 Address: 557 Lastic Dr. City: Villa Rica State: GA Zip: 30180
 Phone: (770) 856-8497 Fax: () N/A Email: N/A

(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: Allen Gaston
 Special Exception Location (attach location map): see Attached
 Proposed Use: To erect outdoor advertising structure
 Square Footage of Site: 7.68 acres
 Assessor's Parcel Number: V060040003
 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: _____



**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, Allen Garton, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Allen Garton
Signature of Applicant

7/20/21
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.



City of Villa Rica
42 Community Sq
Villa Rica, GA 30180
(678) 785-1000
webpayments@villarica.org

XBP Confirmation Number: 103724947

► Transaction detail for payment to City of Villa Rica.	Date: 07/29/2021 - 2:22:05 PM MT
Transaction Number: 153532731XA	
eCheck - Checking — XXXXX1173	
Status: Successful	

Account #	Item	Quantity	Item Amount
	MISC PERMITS INSPECTIONS	2	\$300.00

Notes: Gaston Outdoor Advertising Variance Applications for: Parcel Numbers: 01460250014
V060040003

TOTAL: \$600.00

Billing Information

Gaston Outdoor Adversiting Inc
Gaston Outdoor Adversiting Inc
, 30112

Transaction taken by: NyreeS



**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 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 20 day of July, 2021.

Allen Gaston
Applicant's Name – Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this _____ 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.

7/20/21

I have a permit in good standing with GDOT until September 24, 2021 and permit with City of Villa Rica until December 31, 2021. This is for erecting an outdoor Advertising structure on Nancy and Richard Smith's property. The property is located at the corner of Berry Drive, I-20, and David Rd.

The City of Villa Rica requires A 25' setback from I-20 right of way. With this setback I can't erect the structure because of the power lines and the required setback of 15' from Georgia Power. The three structures that are erected along Berry Drive and I-20 have zero setback. I am asking for the 25' variance so I can stay consistent with the three other outdoor Advertising structures along I-20 and Berry Drive and to meet the setback from Georgia Power for safety. The location is across Berry Drive from Serv Pro and across from East West Trucking on I-20.

East West
Trucking

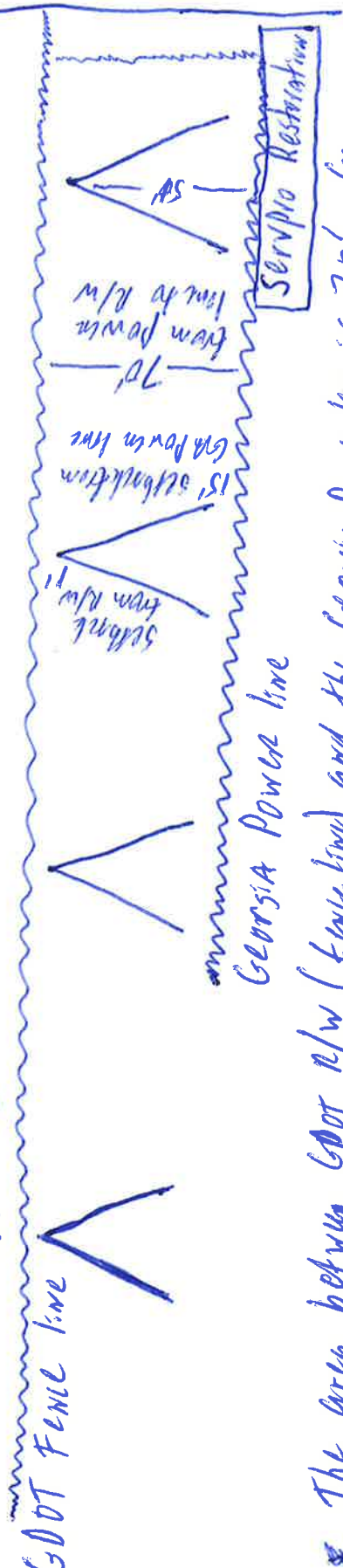
Daniel Road

WG
Mobile
Hydraulics

West Bound ←

East Bound →

GOOT R/W



The area between GOOT R/W (Fence line) and the Georgia Power line is 70', Georgia Power setback for safety is 15', Setback off of GOOT R/W 1'. Length of structure with walk around catwalk is 51', 70' - 15' - 1' = 54', with 25' setback would leave you 29'.



Georgia Department of Transportation

R. Smith

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 12, 2020

Gaston Outdoor Advertising, Inc
P.O. Box 648
Carrollton, GA 30112

CustomerID: 3704

Dear Sir or Madam:

Re: Initial Permit Erection Extension Approval

Your request to extend the initial sign erection period for the following permit number is approved.

Permit Number	Latitude	Longitude	Milepost	S.R.	County	Side of Roadway
D4552	33.72196	-84.922241	25.028	040200	Carroll	S

This approval does not exempt or modify any permit conditions or requirements. Sign owners shall ensure the correct placement of outdoor advertising signs and the signs shall be erected at the exact location permitted.

This sign erection extension shall be valid until Thursday, September 24, 2021. This permit extension is issued and shall only be valid if the sign is erected, maintained and operational in accordance with O.C.G.A. §32-6-74 and Department's Rule § 672-6-.05 during the twelve (12) month period following the initial expiration date of the permits. The permit renewal period is January 1st through April 1st, following its year of permit issuance and each year thereafter.

If you have any questions or concerns, please contact John Martin, Outdoor Advertising Regional Coordinator at (404) 631-1352..

Sincerely,

John Martin, Regional Coordinator

File

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center
600 West Peachtree Street N.W., 10th Floor
Atlanta, Georgia 30308

AUG 12 2020 4:49 PM

APPLICATION FOR OUTDOOR ADVERTISING INITIAL PERMIT EXTENSION

TYPE OR PRINT LEGIBLY (Please sign original in blue ink- All Sections Must Be Completed)

This form, and applicable fee, must be submitted to the Department at least 30 days prior to the permit's expiration.

Permit Information

Permit Number	D4552
Permit Expiration Date	September 23, 2020
Multiple Message Sign	Yes ☐ No ☒

Sign Owner Information

Corporation:	Gash Outdoor Advertising Inc.
Agent's name:	Allen Gash
Corporate Title:	President
Address:	P.O. Box 648
City, State, Zip :	Carrollton, GA 30112
Telephone, Email:	770-301-6298 gash@ashore-outdoor.com
Signed:	Allen Gash
Date:	8/10/2020

GDOT USE ONLY

Approval

This extension is granted to erect and/or maintain permit no. D4552 adjacent to State Route 402 in Carroll County, Georgia for a period of one year from the permit expiration date of September 23, 2020.

This is not a building permit. Nothing in this permit shall be construed to abrogate or affect any lawful ordinance, regulation or resolution which is more restrictive than State Law as it pertains to the structure permitted. (O.C.G.A. § 32-6-97)

This 12 day of August, 2020

Name:	John Marks
Title:	Regional ODA Coordinator

City of Villa Rica

571 W. Bankhead Hwy., Villa Rica, GA 30180

(770) 459-7000



19VR-SN000055 | Sign

Receipt Number: 544865

December 05, 2019

Payment Amount: \$250.00

Payment Method

Check

Payer

GASTON OUTDOOR
ADVERTISING INC.

Cashier

Nyree Simpson

Reference Number

2600

Comments

Assessed Fee Items

Fee items being paid by this payment

<i>Fee Item</i>	<i>Account Code</i>	<i>Amount</i>
Sign Permit		\$250.00
Total Payment		\$250.00
Previous Payments		\$0.00
Remaining Balance Due		\$0.00

Permit Info

Property Address

Berry Drive, Villa Rica, GA
30180

Property Owner

NANCY SMITH

Property Owner Address Valuation

557 LESLIE DRIVE, VILLA
RICA, GA 30180

Description of Work

25' FRONT/15' REAR/15' SIDE

REMOVAL OF TREES & UNDERBUSH FOR APPROX 3900 SQ FT CONSTRUCTION OF PROPOSED BILLBOARD ON
EXISTING 7.68 ACRE TRACT OF LAND

****SEPARATE ELECTRICAL PERMIT IS REQUIRED****

	City of Villa Rica 571 W. Bankhead Hwy., Villa Rica, GA 30180 (770) 459-7000 Fax (770) 459-7003	Sign
		19VR-SN000055

For Inspections: (678) 840-1018

Date Issued: 12/05/2019 Expiration Date: 12/31/2021 Job Site Address: Berry Drive, Villa Rica, GA 30180 Category: One Stop Permit Type: Sign Valuation:	Property Owner: NANCY SMITH Mailing Address: 557 LESLIE DRIVE VILLA RICA, GA 30180 Phone: Email:
--	--

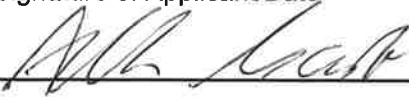
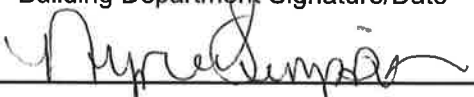
Description of Work:
 25' FRONT/15' REAR/15' SIDE
 REMOVAL OF TREES & UNDERBUSH FOR APPROX 3900 SQ FT CONSTRUCTION OF PROPOSED BILLBOARD ON
 EXISTING 7.68 ACRE TRACT OF LAND
 SEPARATE ELECTRICAL PERMIT IS REQUIRED

Subdivision: Parcel ID: Filing: Lot: Block: Total Sq Ft:	Required Setbacks: <table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> Actual Setbacks: <table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>								

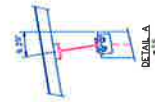
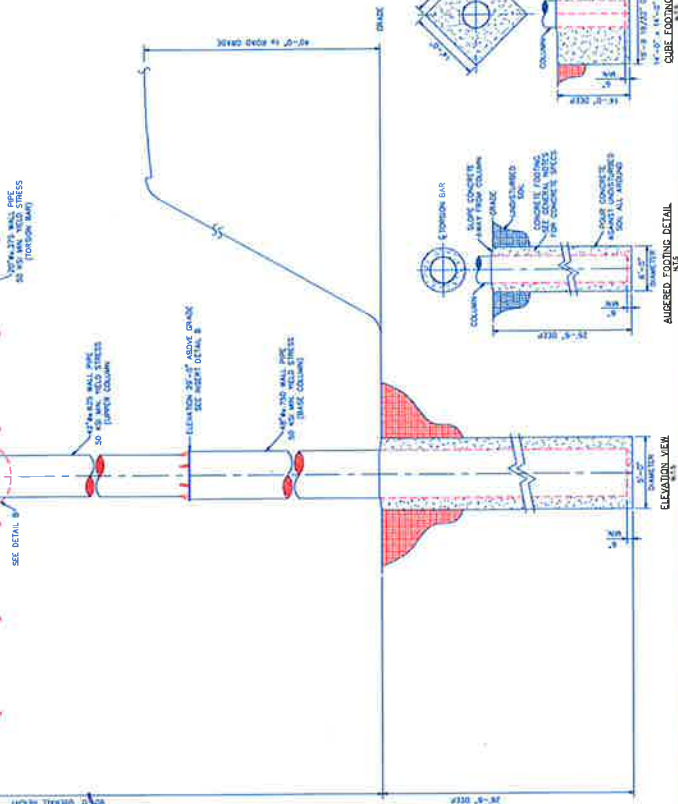
Contractors: Primary GASTON OUTDOOR ADVERTISING INC., (770) 838-0079	<table> <tr> <th>Fee Items</th> <th>Amount</th> </tr> <tr> <td>Sign Permit</td> <td>\$250.00</td> </tr> <tr> <td>Total Fees:</td> <td>\$250.00</td> </tr> </table>	Fee Items	Amount	Sign Permit	\$250.00	Total Fees:	\$250.00
Fee Items	Amount						
Sign Permit	\$250.00						
Total Fees:	\$250.00						

NOTICE

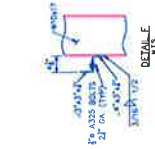
The issuance of this permit authorizes improvements of the real property designated herein which improvements may subject such property to mechanic's and materialmen's liens pursuant to Part 3 of Article 8 of Chapter 14 of Title 44 of the Official Code of Georgia Annotated. In order to protect any interest in such property and to avoid encumbrances thereon, the owner or any person with an interest in such property should consider contacting an attorney or purchasing a consumer's guide to the lien laws which may be available at building supply home centers. ALL PERMITS ARE VALID FOR SIX MONTHS FROM ISSUE DATE.

Signature of Applicant/Date  7/7/21	Building Department Signature/Date  7/7/2021
---	---

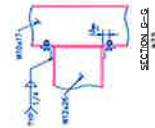
MUST BE POSTED ON JOB SITE



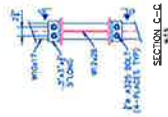
DETAIL A



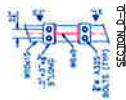
DETAIL F



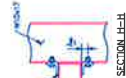
SECTION 6-6



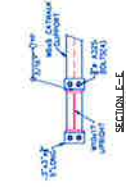
SECTION C-C



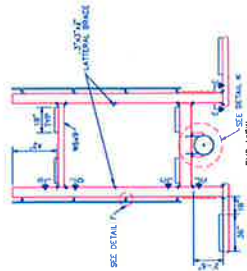
SECTION D-D



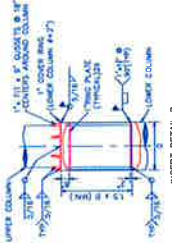
SECTION H-H



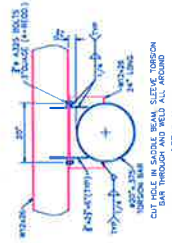
SECTION E-E



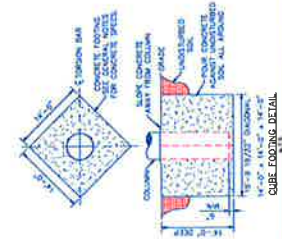
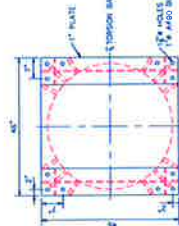
END VIEW



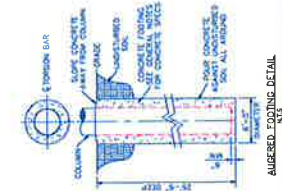
INSERT DETAIL B



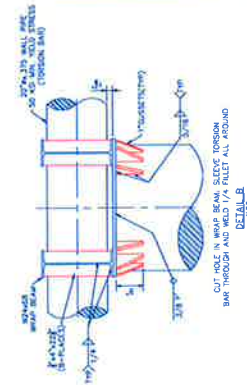
DETAIL K



CUBE FOOTING DETAIL



AUGERED FOOTING DETAIL
N.T.S.



DETAILS

NOTE: THIS DRAWING IS PRELIMINARY AND NOT FOR FABRICATION. ALL MEMBER AND FOUNDATION SIZES ARE SUBJECT TO CHANGE IN THE ENGINEERING PROCESS.

DRAWN BY: JNG
DATE DRAWN: 07-15-19
SHEET #: 1 OF 1

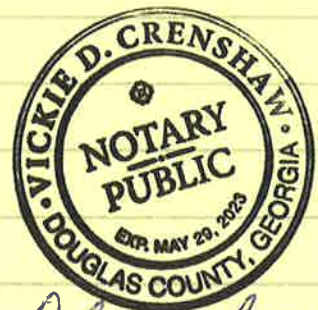
Selective Structures, LLC
811 East Avenue
Athens, TN 37303

PROJECT 14'-0" x 48'-0" CM, 20'V @ 90'-0" O.A.H.
651
Located in: Villa Rica, GA

7/28/2021

Nancy Smith gives Allen
Gaston of Gaston Outdoor Advertising, Inc.
Authorization to make the request
of a variance for a billboard structure
located Berry Dr/I-20/Daniel Rd. corner
Villa Rica, GA 30180.

Nancy Smith
Nancy Smith



Vickie D Crenshaw
My notary expires 5/29/23

Allen Gaston
Allen Gaston
Gaston Outdoor Advertising, Inc.

**Summary**

Parcel Number V06 0040003
 Location Address BERRY DR
 Legal Description 7.68AC BERRY DR VR34
 (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 7.68
 Homestead Exemption No (\$0)
 Landlot/District 159 / 06
 Water Public
 Sewer Public Sewer
 Electric Electricity
 Gas Pipe Gas
 Topography Level
 Drainage Fair
 Road Class City
 Parcel Road Access Paved


[View Map](#)
Owner

SMITH NANCY
 557 LESLIE DR
 VILLA RICA, GA 30180

Tax Commissioner Link
[Click here for tax information.](#)
Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Edge - Berry Rd	Acres	334,541	0	0	7.68	0

Sales

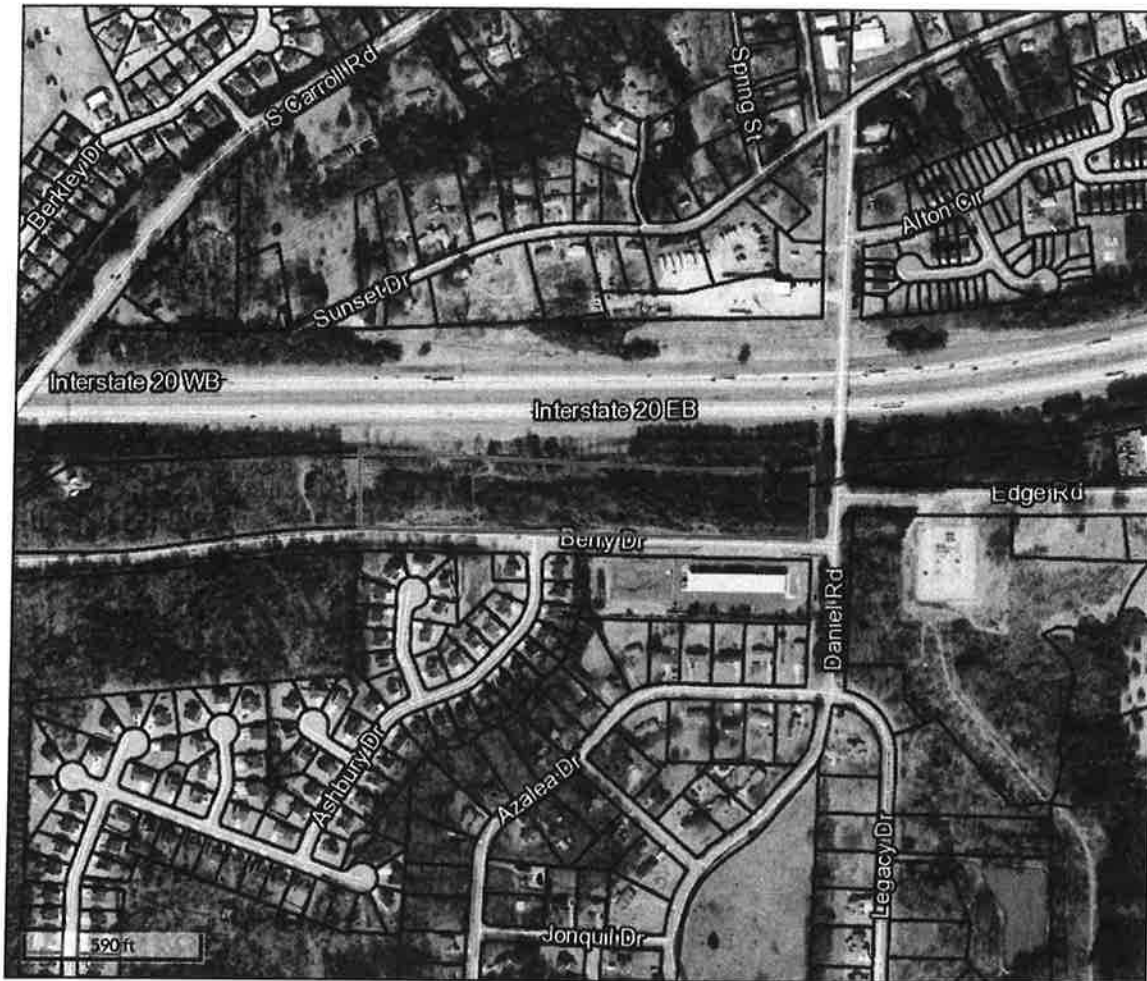
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/7/1999	1164 710		\$0	Quitclaim	SMITH J RICHARD	SMITH NANCY
1/13/1985	487 337	3 136	\$0	Not Fair Market		SMITH J RICHARD

Valuation

	2019	2018	2017	2016
Previous Value	\$118,000	\$118,000	\$65,280	\$65,280
Land Value	\$118,000	\$118,000	\$118,000	\$65,280
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0
= Current Value	\$118,000	\$118,000	\$118,000	\$65,280

Photos

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebuilt Mobile Homes, Permits, Sketches.



Overview



Legend

- ☐ Parcels
- Roads
- City Labels

*proposed
location*

Parcel ID V06 0040003
Class Code Commercial
Taxing District VILLA RICA
VILLA RICA
Acres 7.68

Owner SMITH NANCY
557 LESLIE DR
VILLA RICA GA 30180
Physical Address BERRY DR
Assessed Value Value \$118000

Last 2 Sales			
Date	Price	Reason	Qual
9/7/1999	0	QC	U
1/13/1985	0	NM	U

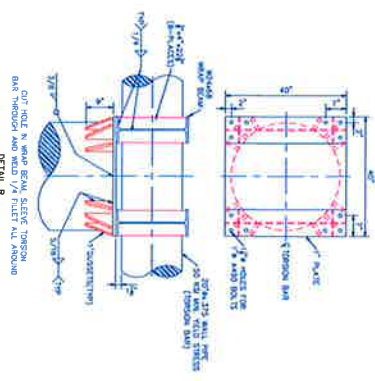
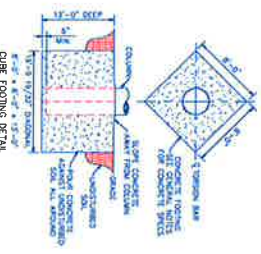
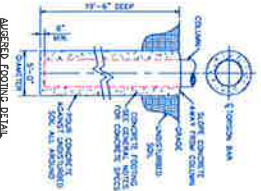
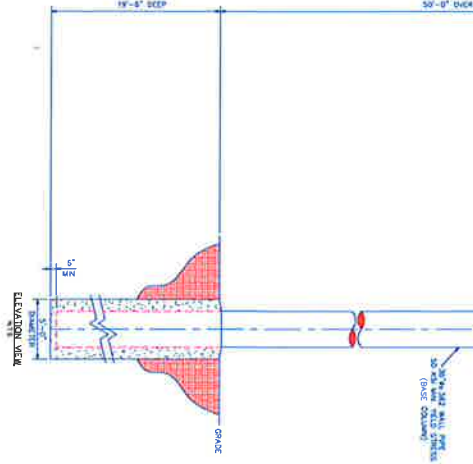
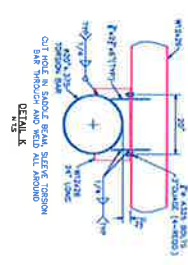
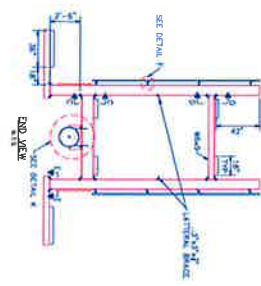
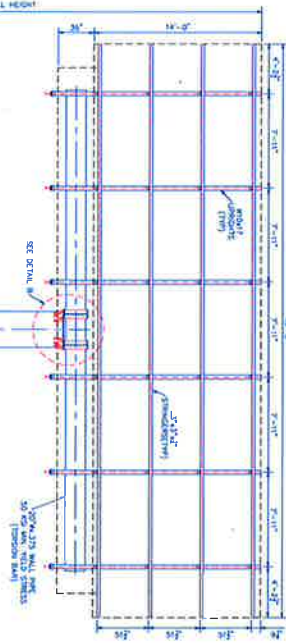
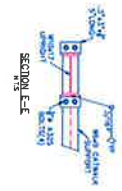
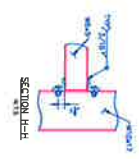
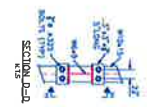
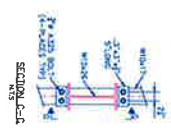
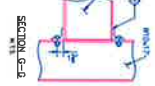
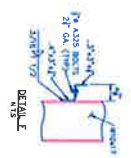
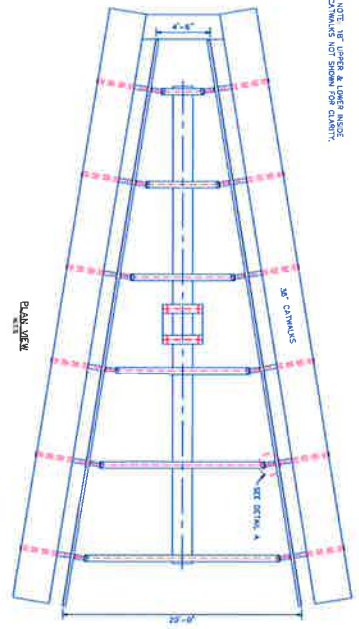
(Note: Not to be used on legal documents)

Date created: 7/9/2019

Last Data Uploaded: 7/9/2019 7:07:18 AM

Developed by  Schneider
GEOSPATIAL

NOTE: 10" LIPS & 1/8" RISC
CHAINS NOT SHOWN FOR CLARITY.



PROJECT
14'-0" x 48'-0" CM, 20V @ 54" O.A.H.
Located in: Villa Rica, GA

Selective Structures, LLC
811 East Avenue
Athens, TN 37303

DATE: 07-16-19
SHEET: 1 OF 1

NOTE:
THIS DRAWING IS PRELIMINARY AND NOT
FOR FABRICATION. ALL MEMBER AND
FOUNDATION SIZES ARE SUBJECT TO
CHANGE IN THE ENGINEERING PROCESS.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Table 4.3 – Permitted Uses Table
Contained in City of Villa Rica Zoning Code

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9th, 2021

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Table 4.3 of the Villa Rica Zoning Ordinance is proposed to be changed to limit “parking lots or structures as a primary use” to the status of a special exception rather than a permitted use in the OMI Zone. In addition, “Truck Stops/Travel Centers” are also proposed to be further limited to a special exception in the C2 from a permitted use. The purpose of this proposed amendment is to remove commercial parking lots, truck parking lots, and truck stops and travel centers as permitted uses in the indicated zoning districts in order to better regulate the locations that may be proposed for such activity within the zone.

BACKGROUND: The Villa Rica Zoning Ordinance permits for parking lots and structures as primary uses in the OMI outright, and permits the activity as a special exception in the C2 and I2 zones. Staff has reviewed the use in relation to these corresponding zoning districts, and others, and has found that the potential for truck parking as a part of this use may negatively impact the OMI zone. Listing the use as a special exception instead of a primary use will provide additional opportunity for the Council to hear such requests and the merits of the application in the C2 zoning district as they can in the I2 zone. The same concerns and remedies are expressed for Truck Stops/Travel Centers in the C2 zone.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (4-0)

MOTION:

- (1) I move to approve the proposed amendment to Parking Lots and Structures as a Primary Use in Table 4.3 of the City of Villa Rica Zoning Ordinance as attached hereto.
- (2) I move to approve the proposed amendment to Truck Stops/Travel Centers in Table 4.3 of the City of Villa Rica Zoning Ordinance as attached hereto.

Table 4.3: Permitted and Conditional Land Uses ¹  = Permitted Use  = Special Exception Required	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Agricultural													
Low Intensity Uses													
agricultural use, low intensity		-	-	-	-	-	-	-	-	-	-	-	-
Medium Intensity Uses													
agricultural chemical sales, distribution, & storage	-	-	-	-	-	-	-	-	-	-	-	-	
agricultural entertainment		-	-	-	-	-	-	-	-	-	-	-	-
agricultural processing, minor		-	-	-	-	-	-	-	-	-	-	-	-
animal boarding/stables (excluding kennels) ²		-	-	-	-	-	-	-	-	-	-	-	-
farm equipment sales and service	-	-	-	-	-	-	-	-	-		-	-	-
farmer's market	-	-	-	-	-	-			-	-	-	-	-
greenhouse (on-site plant sales)		-	-	-	-	-	-	-	-	-	-	-	-
winery		-	-	-	-	-	-	-	-	-	-	-	-
Residential													
bed and breakfast establishments		-	-	-	-	-	-		-	-	-	-	-
boarding house		-	-	-	-	-	-	-	-	-	-	-	-
day care home: small (1-6 enrollees)							-	-	-	-	-	-	-
day care home: large (7 or more enrollees)	-	-	-	-	-		-			-	-	-	-
dwelling, accessory apartment				-	-	-	-	-	-	-	-	-	-
dwelling, multi-family ³	-	-	-				-		-	-	-	-	-
dwelling, part of mixed-use structure	-	-	-	-	-	-			-	-	-	-	-
dwelling, single-family				-	-	-	-	-	-	-	-	-	-
dwelling, two-family	-	-	-			-	-	-	-	-	-	-	-
personal care home, family (4-6 residents)				-	-	-	-		-	-	-	-	-
personal care home, group (7 -16 residents)			-	-	-	-	-		-	-		-	-
personal care home, congregate (17+ residents)		-	-	-	-	-	-	-	-	-		-	-
home business			-	-	-	-	-	-	-	-	-	-	-
home occupation							-		-	-	-	-	-
kennel, private		-	-	-	-	-	-	-	-	-	-	-	-
independent living facility for seniors	-	-	-	-	-		-	-	-	-		-	-
nursing home, assisted living, or retirement facility	-						-	-	-	-		-	-
Communications / Utilities													
essential services, minor													
essential services, major													
solar farms and wind energy conversion systems, noncommercial		-	-	-	-	-	-	-	-	-	-	-	
wireless communications facilities		-	-	-	-	-	-	-	-	-	-	-	

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

² Special exception required if outside runs exist

³ Special Exception required for townhouses, lofts, and condominiums in the CMU District.

Table 4.3: Permitted and Conditional Land Uses ¹

 = Permitted Use
 = Special Exception Required

	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Institutional													
Education													
educational inst, excluding p-12, public				-	-	-	-	-	-		-	-	-
educational inst, p-12 only, public				-	-	-	-	-	-		-	-	-
educational inst, excluding p-12, private				-	-	-	-	-	-		-	-	-
educational inst, p-12 only, private				-	-	-	-	-	-		-	-	-
Transportation													
bus/train terminal	-	-	-	-	-	-			-			-	-
parking lot or structure (as a primary use)	-	-	-	-	-	-	-	-	-			-	
Other													
animal shelter	-	-	-	-	-	-	-	-	-	-	-		-
cemeteries				-	-	-	-	-	-	-	-	-	-
clinic	-	-	-	-	-	-	-					-	-
community center				-	-	-	-					-	-
funeral home / mortuary / crematory	-	-	-	-	-	-	-			-	-	-	-
health care facilities, medical and emergency	-	-	-	-	-	-	-					-	-
lodge or private club				-	-	-					-	-	-
places of worship				-	-	-	-			-	-	-	-
publicly-owned buildings and facilities													
Parks & Recreation													
campground / rv park		-	-	-	-	-	-	-	-		-	-	-
driving range (as a primary use)		-	-	-	-	-	-	-	-	-	-	-	-
golf course				-	-	-	-	-		-	-	-	-
nature preserve													
recreation (active)							-	-	-	-	-	-	-
recreation (passive)									-	-	-	-	-

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

² Special exception required if outside runs exist

³ In addition to the minimum setbacks for the use, the minimum setbacks for the use shall be as follows:

Table 4.3: Permitted and Conditional Land Uses ¹  = Permitted Use  = Special Exception Required	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Commercial													
Adult Uses													
sexually oriented businesses	-	-	-	-	-	-	-	-	-	-	-	-	
Motor Vehicle Services													
car wash	-	-	-	-	-	-	-	-			-	-	-
filling station	-	-	-	-	-	-	-				-		-
impound facility	-	-	-	-	-	-	-	-	-	-	-		
motor vehicle parts sales (without on-site repair)	-	-	-	-	-	-	-	-			-	-	-
motor vehicle repair and service, major	-	-	-	-	-	-	-	-		-	-	-	
motor vehicle repair and service, minor	-	-	-	-	-	-	-	-			-		-
motor vehicle sales, small	-	-	-	-	-	-	-	-			-	-	-
motor vehicle sales, large	-	-	-	-	-	-	-	-	-		-	-	-
storage, rv and boat	-	-	-	-	-	-	-	-		-	-		-
truck stop / travel center	-	-	-	-	-	-	-	-	-		-	-	
Entertainment / Recreation													
banquet or assembly hall		-	-	-	-	-	-	-			-		-
conference / convention center	-	-	-	-	-	-	-	-	-			-	-
entertainment, commercial outdoor		-	-	-	-	-	-	-	-	-	-	-	-
entertainment complex		-	-	-	-	-	-	-			-	-	-
retreat center		-	-	-	-	-	-	-		-		-	-
Services													
commercial services	-	-	-	-	-	-					-	-	-
day care center (child / adult)	-	-	-	-	-		-					-	-
fitness center	-	-	-	-	-	-						-	-
drug stores and pharmacies	-	-	-	-	-	-						-	-
hotels / motels	-	-	-	-	-	-	-	-				-	-
kennel		-	-	-	-	-	-	-	 ²	 ²	-		-
lawncare/landscaping business		-	-	-	-	-	-	-		-	-	-	-
storage, contractor	-	-	-	-	-	-	-	-		-	-		
storage, self-service	-	-	-	-	-	-	-				-		-
Professional / Office													
administrative/professional office	-	-	-	-	-	-							-
bank / financial/ investment institution	-	-	-	-	-	-	-					-	-
data processing / call center	-	-	-	-	-	-	-	-				-	-
employment service	-	-	-	-	-	-	-	-	-			-	-
medical and dental laboratories	-	-	-	-	-	-	-	-					-
veterinarian clinics and animal hospitals		-	-	-	-	-	-	 ²	 ²		-	-	-

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

Table 4.3: Permitted and Conditional Land Uses ¹  = Permitted Use  = Special Exception Required	ZONING DISTRICTS												
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL	
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Restaurant / Food Preparation													
bar / tavern	-	-	-	-	-	-					-	-	-
coffee shop	-	-	-	-	-	-							-
microbrewery / brew-pub	-	-	-	-	-	-					-	-	-
wine and craft beer boutique	-	-	-	-	-	-					-	-	-
restaurants	-	-	-	-	-	-							-
restaurants, fast food	-	-	-	-	-	-	-						-
Retail													
retail small-scale (less than 15,000sf)	-	-	-	-	-	-						-	-
retail medium-scale (greater than 15,000sf, less than 35,000sf)	-	-	-	-	-	-	-				-	-	-
retail large-scale (greater than 35,000sf)	-	-	-	-	-	-	-	-	-		-	-	-
Light and Heavy Industrial													
agricultural products terminal	-	-	-	-	-	-	-	-	-	-	-	-	
animal & animal products processing, packaging	-	-	-	-	-	-	-	-	-	-	-	-	
auction facility (excluding livestock)	-	-	-	-	-	-	-	-	-		-		-
bottle gas storage & distribution	-	-	-	-	-	-	-	-		-	-		-
composting facility		-	-	-	-	-	-	-	-	-	-	-	
concrete / asphalt production facility	-	-	-	-	-	-	-	-	-	-	-	-	
explosive manufacturing and storage	-	-	-	-	-	-	-	-	-	-	-	-	
food & beverage production	-	-	-	-	-	-	-	-	-	-	-		
junk / scrap metal yard	-	-	-	-	-	-	-	-	-	-	-	-	
lumber yard	-	-	-	-	-	-	-	-	-	-	-		
manufacturing (heavy)	-	-	-	-	-	-	-	-	-	-	-	-	
manufacturing (light)	-	-	-	-	-	-	-	-	-	-			
mineral extraction operations ⁴		-	-	-	-	-	-	-	-	-	-	-	
petroleum and chemical processing and storage	-	-	-	-	-	-	-	-	-	-	-	-	
power generation facility (commercial)	-	-	-	-	-	-	-	-	-	-	-	-	
printing / publishing facility	-	-	-	-	-	-	-	-	-				
recycling center	-	-	-	-	-	-	-	-	-	-	-		
research and testing laboratories	-	-	-	-	-	-	-	-	-	-			-
salvage yard	-	-	-	-	-	-	-	-	-	-	-	-	
sanitary landfill	-	-	-	-	-	-	-	-	-	-	-	-	
solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	
tool and die shop	-	-	-	-	-	-	-	-		-			-
truck freight terminal	-	-	-	-	-	-	-	-	-	-		-	
warehouse & distribution facility	-	-	-	-	-	-	-	-	-	-			
waste incinerator	-	-	-	-	-	-	-	-	-	-	-	-	

¹ In addition to permitted uses listed here, any other use that supports the purpose of this Ordinance, as determined by the Planning Commission, is permitted.

⁴ In urban areas as defined by O.C.G.A Title 12 - Natural Resources

Table 4.3: Permitted and Conditional Land Uses ¹	ZONING DISTRICTS													
	RESIDENTIAL						COMMERCIAL					INDUSTRIAL		
	AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2	
● = Permitted Use														
(\$)= Special Exception Required														
Agricultural														
Low Intensity Uses														
agricultural use, low intensity	●						-	-	-	-	-	-	-	-
Medium Intensity Uses														
agricultural chemical sales, distribution, & storage	-	-	-	-	-	-	-	-	-	-	-	-	●	
agricultural entertainment	●	-	-	-	-	-	-	-	-	-	-	-	-	-
agricultural processing, minor	●	-	-	-	-	-	-	-	-	-	-	-	-	-
animal boarding/stables (excluding kennels) ²	(\$)	-	-	-	-	-	-	-	-	-	-	-	-	-
farm equipment sales and service	-	-	-	-	-	-	-	-	-	(\$)	-	-	-	-
farmer's market	-	-	-	-	-	-	(\$)	(\$)	-	-	-	-	-	-
greenhouse (on-site plant sales)	●	-	-	-	-	-	-	-	-	-	-	-	-	-
winery	●	-	-	-	-	-	-	-	●	●	-	-	-	-
Residential														
bed and breakfast establishments	(\$)	-	-	-	-	-	-	(\$)	-	-	-	-	-	-
boarding house	(\$)	-	-	-	-	-	-	-	-	-	-	-	-	-
day care home: small (1-6 enrollees)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	-	-	-	-	-	-	-	-
day care home: large (7 or more enrollees)	-	-	-	-	-	(\$)	-	(\$)	(\$)	-	-	-	-	-
dwelling, accessory apartment	●	●	●	-	-	-	-	-	-	-	-	-	-	-
dwelling, multi-family	-	-	-	●	●	●	-	-	-	-	-	-	-	-
dwelling, part of mixed-use structure	-	-	-	-	-	-	●	●	-	-	-	-	-	-
dwelling, single-family	●	●	●	-	-	-	-	-	-	-	-	-	-	-
dwelling, two-family	-	-	-	●	●	-	-	(\$)	-	-	-	-	-	-
personal care home, family (4-6 residents)	●	(\$)	(\$)	-	-	-	-	(\$)	-	-	-	-	-	-
personal care home, group (7 -16 residents)	(\$)	(\$)	-	-	-	-	-	(\$)	-	-	●	-	-	-
personal care home, congregate (17+ residents)	(\$)	-	-	-	-	-	-	-	-	-	●	-	-	-
home business	●	●	-	-	-	-	-	-	-	-	-	-	-	-
home occupation	●	●	●	●	●	●	-	(\$)	-	-	-	-	-	-
kennel, private	(\$)	-	-	-	-	-	-	-	-	-	-	-	-	-
independent living facility for seniors	-	-	-	-	-	●	-	-	-	-	●	-	-	-
nursing home, assisted living, or retirement facility	-	(\$)	(\$)	(\$)	(\$)	(\$)	-	-	-	-	●	-	-	-
Communications / Utilities														
essential services, minor	●	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	●	●	●	●	●	●	●
essential services, major	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	●	●	●	●	●	●
solar farms and wind energy conversion systems, noncommercial	(\$)	-	-	-	-	-	-	-	-	-	-	-	(\$)	
wireless communications facilities	(\$)	-	-	-	-	-	-	-	-	-	-	-	-	(\$)
Institutional														
Education														
educational inst, excluding p-12, public	(\$)	(\$)	(\$)	-	-	-	-	-	-	●	-	-	-	-
educational inst, p-12 only, public	(\$)	(\$)	(\$)	-	-	-	-	-	-	●	-	-	-	-
educational inst, excluding p-12, private	(\$)	(\$)	(\$)	-	-	-	-	-	-	●	-	-	-	-
educational inst, p-12 only, private	(\$)	(\$)	(\$)	-	-	-	-	-	-	●	-	-	-	-
Transportation														
bus/train terminal	-	-	-	-	-	-	(\$)	(\$)	-	●	●	-	-	-
parking lot or structure (as a primary use)	-	-	-	-	-	-	-	-	-	(\$)	(\$)	-	(\$)	
Other														
animal shelter	-	-	-	-	-	-	-	-	-	-	-	●	-	-
cemeteries	(\$)	(\$)	(\$)	-	-	-	-	-	-	-	-	-	-	-
clinic	-	-	-	-	-	-	-	●	●	●	●	-	-	-
community center	(\$)	(\$)	(\$)	-	-	-	-	●	●	●	●	-	-	-
funeral home / mortuary / crematory	-	-	-	-	-	-	-	(\$)	(\$)	-	-	-	-	-
health care facilities, medical and emergency	-	-	-	-	-	-	-	(\$)	●	●	●	-	-	-
lodge or private club	(\$)	(\$)	(\$)	-	-	-	●	●	●	●	-	-	-	-
places of worship	(\$)	(\$)	(\$)	-	-	-	-	(\$)	(\$)	-	-	-	-	-
publicly-owned buildings and facilities	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	●	●	●	●	●	●	●	●
Parks & Recreation														
campground / rv park	(\$)	-	-	-	-	-	-	-	-	●	-	-	-	-
driving range (as a primary use)	(\$)	-	-	-	-	-	-	-	-	-	-	-	-	-
golf course	(\$)	(\$)	(\$)	-	-	-	-	-	●	-	-	-	-	-
nature preserve	●	●	●	●	●	●	●	●	●	●	●	●	●	●
recreation (active)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	-	-	-	-	-	-	-	-
recreation (passive)	●	●	●	●	●	●	●	●	-	-	-	-	-	-
Commercial														
Adult Uses														
sexually oriented businesses	-	-	-	-	-	-	-	-	-	-	-	-	(\$)	
Motor Vehicle Services														
car wash	-	-	-	-	-	-	-	-	●	●	-	-	-	-
filling station	-	-	-	-	-	-	-	(\$)	●	●	-	-	-	-
impound facility	-	-	-	-	-	-	-	-	-	-	-	(\$)	●	
motor vehicle parts sales (without on-site repair)	-	-	-	-	-	-	-	-	●	●	-	-	-	-
motor vehicle repair and service, major	-	-	-	-	-	-	-	-	(\$)	-	-	-	●	
motor vehicle repair and service, minor	-	-	-	-	-	-	-	-	●	●	-	●	-	-
motor vehicle sales, small	-	-	-	-	-	-	-	-	●	(\$)	-	-	-	-
motor vehicle sales, large	-	-	-	-	-	-	-	-	-	●	-	-	-	-
storage, rv and boat	-	-	-	-	-	-	-	-	(\$)	-	-	●	-	-
truck stop / travel center	-	-	-	-	-	-	-	-	-	(\$)	-	-	(\$)	

[illegible]



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.03(2) – Multifamily and Single-Family Attached Design Standards (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9th, 2021

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 9.03(2) of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to clarify the design standards within this subsection in order to clean up language as it relates to single-family attached developments.

BACKGROUND: The Villa Rica Zoning Ordinance has a single design standard section for both townhome and apartment developments. Certain regulations within the section either do not apply to townhome developments or would apply standards oftentimes seen for multi-family apartment developments, such as orientation and scaling requirements. This has caused multiple townhome developments to apply for relief through variance applications. With the request of the City Council, staff found it appropriate to clarify the section and add or remove language for specific to townhomes in order to provide regulations that would be more sensible for such developments.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: DENIAL (2-2)

MOTION:

- (1) I move to approve the proposed amendment to Section 9.03(2)(c) of the City of Villa Rica Zoning Ordinance as attached hereto.
- (2) I move to approve the proposed amendment to Section 9.03(2)(d) of the City of Villa Rica Zoning Ordinance as attached hereto.
- (3) I move to approve the proposed amendment to Section 9.03(2)(e) of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 9.03 – MULTIFAMILY AND SINGLE-FAMILY ATTACHED DESIGN STANDARDS

- 1) APPLICABILITY. All new multi-family developments (apartments, townhomes) of three (3) units or more are subject to the following standards.
- 2) LAYOUT AND SITE PLANNING.
 - a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
 - b) Attempts shall be made to preserve existing vegetation and natural features.
 - c) Building Orientation. Multi-family building(s) shall be oriented to the street or city road, a common open space, or clustered to form neighborhoods. Multifamily buildings shall not be oriented to parking lots. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, garage doors, loading doors, or similar service entrances opening toward or oriented to the street or city road. **Townhouse developments shall be considered an exception from orientation requirements of garage doors, and townhomes with garages may be permitted to orient openings towards the street or city road.**
 - 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. **This distance may further be reduced to not less than twenty (20) feet should an exposure be for a bedroom, living room, kitchen or other such living area. The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.**
 - 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~~ **five (5) 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.
 - f) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.
 - g) All sides of a building shall display a similar level of architectural features and materials.
- 3) OPEN SPACE. Open space shall be required in conformance with *Section 7.13 – Open Space Requirements* and the requirements of the Zoning Ordinance.
- 4) VEHICULAR AND PEDESTRIAN CIRCULATION. Create a hierarchy of internal drives.
 - a) Drives shall be a minimum of twenty (20) feet wide. The City may request wider drives if on-street parking is permitted.
 - b) Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress.

- c) The internal “street” system shall connect to surrounding neighborhood and local streets.
- d) All internal sidewalks shall be a minimum of five (5) feet wide.
- e) All internal sidewalks shall connect to adjacent residential areas, commercial areas, schools, parks, places of worship, and similar publicly accessible uses.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Revision to Villa Rica Development Regulations Relative to Stream Buffers

AGENDA DATE: September 21, 2021

DATE PREPARED: August 19, 2021

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

AMOUNT:

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The purpose of this agenda item is to reduce the stream buffers back to the State Mandatory 25-feet inside the Carroll County portion of Villa Rica City Limits.

BACKGROUND: Back around 2008, the City increased its buffers to a total of 75-feet to encompass the mandatory State 25-feet, an additional City Regulated 25-feet plus an additional 25-foot impervious setback portion. As developable parcels are reduced in the City, it is very difficult to develop with a total of 150-foot buffer (75-feet both sides of stream) running through the parcel. We are recommending this total buffer be reduced back to the State minimum of 25-feet. This would be in the Carroll County portion of the City.

We would like to maintain the 75-foot buffer setup in the Dog River basin of Douglas County only.

This regulation is covered in Section 700 of the Development Regulations which is the Erosion and Sediment Control section of our Regulations. Particularly Section 704, "C", Number 18 as depicted in the ordinance document attached.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: N/A

MOTION: I move to approve the revision of Section 700 of the Development Regulations to reduce the stream buffer widths back to the State minimum 25-feet inside the Carroll County portion of the City limits and to leave the 75-foot regulation in place for the Dog River Basin portion inside Douglas County.

**AN ORDINANCE FOR THE REVISION
OF STREAM BUFFERS IN THE
CITY OF VILLA RICA, GEORGIA**

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

WHEREAS, the City of Villa Rica does desire to update and recodify its Ordinances with regard to Stream Buffers within the City;

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

1. In the City of Villa Rica Development Regulations, Section 704, Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices, Section "C", Number 18 is hereby revised and readopted and decodified as set forth below:

2. The City does hereby adopt Section 704 of the Development Regulations, Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices, Section "C" Number 18 as revised hereto with the revisions set forth below in its entirety effective immediately upon signature by the Mayor or Mayor Pro Tem.

Section 704, Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices, Section "C", Number 18 to be re-written as follows:

18. In non-trout streams like those in Villa Rica, the State requires a minimum 25-foot vegetative buffer extending from the stream bank or the point of wrested vegetation. However, in the city limits of Villa Rica, only in the Dog River Basin in Douglas County, these State standards have been extended to require a minimum 50-foot buffer with a 75-foot setback for any impervious surface.

Dog River Drainage Basin as defined by the Rules and Regulations of Douglas County Water and Sewer Authority is all that tract or parcel of land lying and being in Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at the point of intersection of the centerline of State Highway 78 with the Douglas/Carroll County line; proceeding thence in an easterly direction along the centerline of U.S. Highway 78 to its intersection with Bright Star Road; proceeding thence in a southerly direction along the centerline of Bright Star Road to its intersection with Central Church Road; proceeding thence in a southeasterly direction along the centerline of Central Church Road to its intersection with State Highway 5; proceeding thence in a southwesterly direction along the centerline of State Highway 5 to its intersection with Big A Road; proceeding thence in a southeasterly direction along the centerline of Big A Road to its intersection with State Highway 166; proceeding thence in an easterly direction along the centerline of State Highway 166 to its intersection with S. River Road; proceeding thence in

a southerly direction along the centerline of S. River Road to its intersection with the northern land lot line of Land Lot 7, 3rd District, 5th Section; proceeding thence in a westerly direction along the northern land lot line of Land Lot 7, 3rd District, 5th Section to its intersection with the easterly land lot line of Land Lot 14, 3rd District, 5th Section; proceeding thence in a southerly direction along the easterly land lot line of Land Lot 14, 3rd District, 5th Section and Land Lot 15, 3rd District, 5th Section to its intersection with the Chattahoochee River; proceeding thence along the centerline of the Chattahoochee River to its intersection with the easterly land lot line of Land Lot 30, 3rd District, 5th Section; proceeding thence in a northerly direction along the easterly land lot line of Land Lot 30, 3rd District, 5th Section and Land Lot 29, 3rd District, 5th Section to its intersection with Five Notch Road; proceeding thence in a northwesterly direction along the centerline of Five Notch Road to its intersection with State Highway 166; proceeding thence in a westerly direction along the centerline of State Highway 166 to its intersection with the Douglas/Carroll County line.

IT IS SO ORDAINED on this the _____ day of September, 2021.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Flowers Bakery Driveway Culvert Design
AGENDA DATE: September 21, 2021

DATE PREPARED: August 30, 2021
PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: \$17,850.00
GL ACCOUNT #:
FUNDING SOURCE: Capital
BUDGETED ITEM? No

PURPOSE: The purpose of this agenda item is to acquire an engineer to design a new culvert to replace a failing one that traverses the entrance road at Flowers Bakery.

BACKGROUND: Flowers Bakery purchased a 40-acre tract from Villa Rica Development Authority back in the late 1980's. In building their facility, the entrance road aka Doyle McCain Drive extends over a small creek that flows down from Gold Dust Park. The culvert used to convey this creek is a 6' X 5' arched culvert made from corrugated metal that is uncoated. This culvert has failed and is causing the entrance drive to dip in a couple of places (see photos).

In doing the research on this issue, I pulled all the deeds related to the Bakery and it appears that the entrance drive was installed as part of the Bakery's development plans. However, Doyle McCain Drive has been on and off of our road registry for the past 20 years. The length of the roadway as listed on our road registry is 337 linear feet. The culvert is located within this section. I have enclosed several photos and illustrations showing the culvert location and the condition of the culvert that exists.

As everyone is or should be aware, Flowers Bakery is a 24/7 operation and there is only one way in and one way out. Flowers has been a great corporate citizen and a business that employs a lot of folks in Villa Rica. It has been difficult to determine just who is responsible for the culvert replacement. We have asked GDOT for assistance in funding the repairs and expect some level of assistance. That being said, we have solicited a price from Georgia and West Engineers out of Carrollton to design a new culvert system to replace the failing one. Their price is \$17,850.00 to perform surveying, construction drawings and documents and construction administration to put a plan together that will replace the failing culvert and keep driveway access open. This price is for design only. The cost to actually replace the culvert has not been determined. We are requesting that this price quotation be approved in order to get a head start once funding is achieved.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: \$17,850.00

MOTION: I move to approve a contract with Georgia and West Engineers in the amount of \$17,850.00 to provide construction drawings and documents, surveying, and construction administration for the culvert replacement across the driveway entrance to Flowers Bakery in Villa Rica.



Untitled Map

Write a description for your map.

Legend







March 17, 2021

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

RE: FLOWERS BAKING COMPANY DRIVEWAY CULVERT REPLACEMENT

Dear Sir:

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

Sincerely,



John D. Bass, P.E.
President

Enclosure

March 17, 2021

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

RE: FLOWERS BAKING COMPANY DRIVEWAY CULVERT REPLACEMENT

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services to design a new culvert for the Flowers Baking Company main entrance driveway on Industrial Boulevard (S.R. 101) in Villa Rica, GA. The existing culvert is corrugated metal and is failing.

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

Our firm will provide services in accordance with the following:

SURVEYING

Georgia and West, Inc. will perform a field-run topographic survey of the site. Underground utility locations with depth approximations identified by a private utility locate company will be included in the survey. A fee for the private utility location service is included in this proposal. Georgia and West, Inc. will not be liable for utilities shown or not shown. This service is being provided for the convenience of the client in an effort to assist with planning efforts.

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

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the proposed culvert replacement. The document package will include the following:

- A. Site Demolition Plan;
- B. Paving Plan;
- C. Storm Drainage Plan & Profile;
- D. Erosion Control Plan and Details;
- E. Construction Details.

NPDES PERMITTING

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

CONSTRUCTION ADMINISTRATION – CIVIL

The following services are included during the Construction period:

- A. Submittal Review;
- B. Coordination with other team members;
- C. Resolution of Discrepancies;
- D. Interpretations and Information Transmissions;
- E. Bid Documents and Specifications;
- F. Bid Assistance;
- G. Attend Pre-Bid Meeting;
- H. Attend Pre-Construction Meeting;
- I. 2 Site Visits During Construction;
- J. Review Payment Applications;
- K. Final Inspection with Punchlist.

REIMBURSABLES

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

EXCLUSIONS

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

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

ADDITIONAL SERVICES

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

TERMS AND CONDITIONS

1. STANDARD OF CARE

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

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

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$25,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

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

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

3. DISPUTE RESOLUTION COSTS

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

4. SITE ACCESS AND SITE CONDITIONS

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

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

5. SAFETY

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

6. MONITORING

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

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

7. SAMPLING OR TEST LOCATION

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

8. ENVIRONMENTAL

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

A. Discovery of Unanticipated Hazardous Materials

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

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

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

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

B. Endangered Species

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

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

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

9. TERMINATION

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

10. OWNERSHIP OF DOCUMENTS

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

11. EXCHANGE OF ELECTRONIC MEDIA

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

12. GOVERNING LAW AND SURVIVAL

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

13. SURVEY NOTES

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

14. UTILITY LOCATIONS

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

PAYMENT TERMS:

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

Liens:

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

DATE: March 17, 2021

PROJECT NAME: FLOWERS BAKING COMPANY DRIVEWAY CULVERT REPLACEMENT

SERVICE		FEE
TOPOGRAPHIC SURVEY	\$	3,800.00
UNDERGROUND UTILITY LOCATE WITH DEPTH APPROXIMATION (BY SUB-CONSULTANT)	\$	1,400.00
CONSTRUCTION DOCUMENTS (INCLUDES 1 PLAN REVIEW MEETING)	\$	6,400.00
CONSTRUCTION ADMINISTRATION	\$	6,250.00
TOTAL	\$	17,850.00

ADDITIONAL SERVICES

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

HOURLY RATES:

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

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

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

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

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

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

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

Sincerely,
Georgia and West, Inc.



John D. Bass, P.E.
President

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

Signature of Authorized Representative _____ Title _____

Date: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Bathroom Renovations at Gold Dust
AGENDA DATE: September 21th, 2021

DATE PREPARED: September 9, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$12,150.00
GL ACCOUNT #: 350-6110-541320
FUNDING SOURCE: GF
BUDGETED ITEM? Yes

PURPOSE: To renovate the bathrooms at Gold Dust Senior Center.

BACKGROUND: Currently, the bathrooms at Gold Dust on the Senior side are original to the building with the exception of the waterless urinals in the men's restroom. The partitions are of pvc type and have been vandalized. The fixtures are outdated and stained. The walls need fresh paint. Staff would like to replace the waterless urinals with normal flush type urinals. These waterless urinals tend to give off an awful odor in a short time. Staff replaces the cartridges four times a year. The cartridges are usually around \$40-\$60 per. Staff has engaged with Peavy construction to renovate four other City owned bathrooms and would like to engage with Peavy to renovate the Senior side restrooms as well. Their pricing is fair market and competitive with previous bids received for similar work. They will already be on site renovating the main Gold dust restrooms. Originally, staff did not know if the City would be able to renovate the Senior Side bathroom due to budgeting but the bids that were accepted allowed for the additional work to be completed if approved.

STAFF RECOMMENDATION: Staff recommends engaging Peavy Construction for this renovation for the amount of \$12,150.00. The scope will include the following:

- Replacing all toilets with commercial grade.
- Replacing all sinks with commercial grade.
- Replacing all water-less urinals with water supplied urinals.
- Replacing all partitions with new metal partitions.
- Painting the entirety of the bathrooms.
- Replacing any ceiling tiles that are damaged and discolored.

IMPACT: This will give the visitors and staff at Gold Dust a nice bathroom facility.

MOTION: I move that we authorize the City Manager to engage Peavy construction to renovate the restrooms on the Senior side of Gold Dust Park in the amount not to exceed \$12,150.00.

Peavy Enterprises Inc.

728 Caravan Ct
Villa Rica, GA 30180 US
(404) 408-4211
robert@peavyenterprises.com
<http://www.peavyenterprises.com>

**Estimate****ADDRESS**

City of Villa Rica Building and Fleet Manager. (Nic Griffin)
106 Temple st.
Villa rica, ga 30180

ESTIMATE 1023
DATE 09/08/2021
EXPIRATION DATE 10/08/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Bathroom Reno at Gold Dust Rec. Dept.	1	12,150.00	12,150.00
	*** SENIOR SIDE*** Replacing all toilets with commercial grade -Replacing all sinks with commercial grade -Replacing all water-less urinals with Water supplied urinals. -Replacing the partitions with new metal partitions. -Painting the entirety of the bathrooms. (colors to be determined.) -Replacing any ceiling tiles that are damaged and discolored.			

This Document shall serve as a contract between Peavy Enterprises Inc and the City of Villa Rica for the above scope and price. If agreeable please sign and return to schedule.

TOTAL**\$12,150.00**

Thank you!

Pay terms:

Accepted By

Accepted Date

Peavy Enterprises Inc.

728 Caravan Ct
Villa Rica, GA 30180 US
(404) 408-4211
robert@peavyenterprises.com
<http://www.peavyenterprises.com>

**Estimate****ADDRESS**

City of Villa Rica Building and Fleet Manager. (Nic Griffin)
106 Temple st.
Villa rica, ga 30180

ESTIMATE 1023
DATE 09/08/2021
EXPIRATION DATE 10/08/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Bathroom Reno at Gold Dust Rec. Dept.	1	12,150.00	12,150.00
	*** SENIOR SIDE*** Replacing all toilets with commercial grade -Replacing all sinks with commercial grade -Replacing all water-less urinals with Water supplied urinals. -Replacing the partitions with new metal partitions. -Painting the entirety of the bathrooms. (colors to be determined.) -Replacing any ceiling tiles that are damaged and discolored.			

This Document shall serve as a contract between Peavy Enterprises Inc and the City of Villa Rica for the above scope and price. If agreeable please sign and return to schedule.

TOTAL

\$12,150.00

Thank you!

Pay terms:

Accepted By

Accepted Date



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:



<u>Policy</u>	<u>Date Approved by WGRLS Board</u>
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. ¹Non-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.

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.



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 _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Reconfiguration of Network Infrastructure
AGENDA DATE: September 21, 2021

DATE PREPARED: September 9, 2021
PREPARED BY: Jim Chambers

AMOUNT: \$24,861.45
GL ACCOUNT #: 321-1535-542500
FUNDING SOURCE: Carroll County SPLOST
BUDGETED ITEM? Yes

PURPOSE: Strengthening network infrastructure and implementation of a guest network.

BACKGROUND: In order to have more control and tighter security on our network infrastructure, we need to upgrade the switches around the City. Switches allow multiple computers to be networked together. These upgrades will give us better control and visibility for the SCADA network. These improvements will also allow us to implement a guest network.

STAFF RECOMMENDATION: Approval.

MOTION: I move that we authorize Software Effect Enterprises, Inc. to reconfigure and upgrade the network switches around the City in an amount not to exceed \$24,861.45.

P.O. Box 1514

Newnan, GA 30264-1514

Phone 770-328-0882

Email charles@softwareeffect.com

Date 08/04/2021

Quotation No. 176

Charge To

City of Villa Rica
571 West Bankhead Highway
Villa Rica. GA 30180

Delivered To

City of Villa Rica
571 West Bankhead Highway
Villa Rica. GA 30180

Customer's Reference	Sales Person	Your VAT no.	Our Quotation No	Valid until
	1		176	09/03/2021

Payment Terms: Due on receipt

Item Code	Item Description	Quantity Unit	Price	Discount %	Total
30037	EX2300-48P Juniper Layer 3 Switch - 48 Ports (POE+)	1 ea.	2,440.35		2,440.35
30044	SVC-ND-EX23-48P Juniper Care - 1 Year Extended Service 12 x 5 NBD - Service Depot - Exchange - Physical Service for EX2300-48P	1 ea.	215.00		215.00
1001	Installation / Configuration	1 ea.	600.00		600.00
1050	Monitor for USB port on UPS	1 ea.	200.00		200.00
Reconfigure and upgrade Waste Water network. Upgrade switch and enable monitoring of scada network.					
Sub-total					3,455.35
TOTAL ORDER					3,455.35

All amounts stated in - USD

P.O. Box 1514

Newnan, GA 30264-1514

Phone 770-328-0882

Email charles@softwareeffect.com

Date 08/04/2021

Quotation No. 175

Charge To

City of Villa Rica
571 West Bankhead Highway
Villa Rica. GA 30180

Delivered To

City of Villa Rica
571 West Bankhead Highway
Villa Rica. GA 30180

Customer's Reference	Sales Person	Your VAT no.	Our Quotation No	Valid until
	1		175	09/03/2021

Payment Terms: Due on receipt

Item Code	Item Description	Quantity Unit	Price	Discount %	Total
30037	EX2300-48P Juniper Layer 3 Switch - 48 Ports (POE+)	1 ea.	2,440.35		2,440.35
30044	SVC-ND-EX23-48P Juniper Care - 1 Year Extended Service 12 x 5 NBD - Service Depot - Exchange - Physical Service for EX2300-48P	1 ea.	215.00		215.00
30032	SRX300-SYS-JB Juniper SRX300 Service Gateway w Junos Softawe Base	1 ea.	605.00		605.00
30033	SVC-ND- SRX300JB Juniper Next Day Care SRX300 1 year	1 ea.	105.00		105.00
30044	SVC-ND-EX23-48P Juniper Care - 1 Year Extended Service 12 x 5 NBD - Service Depot - Exchange - Physical Service for EX2300-48P	1 ea.	215.00		215.00
1001	Installation / Configuration	1 ea.	900.00		900.00
1050	TP-Link EAP225 V3 Omada AC1350 Gigabit Wireless Access Point	2 ea.	75.00		150.00
	Gold Dust Network Upgrade - Segregate the Gold Dust network from the City Hall Network. Create a separate Public network for the public to access the Internet without having access to the City network	Sub-total			4,630.35
		TOTAL ORDER			4,630.35

All amounts stated in - USD



Email charles@softwareeffect.com

Quotation No. 174

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

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

Payment Terms: Due on receipt

All amounts stated in - USD

P.O. Box 1514
 Newnan, GA 30264-1514
 Phone 770-328-0882
 Email charles@softwareeffect.com

Date 08/04/2021
 Quotation No. 173

Charge To

City of Villa Rica
 571 West Bankhead Highway
 Villa Rica. GA 30180

Delivered To

City of Villa Rica
 571 West Bankhead Highway
 Villa Rica. GA 30180

Customer's Reference	Sales Person	Your VAT no.	Our Quotation No	Valid until
	1		173	09/03/2021

Payment Terms: Due on receipt

Item Code	Item Description	Quantity Unit	Price	Discount %	Total
30037	EX2300-48P Juniper Layer 3 Switch - 48 Ports (POE+)	2 ea.	2,440.35		4,880.70
30044	SVC-ND-EX23-48P Juniper Care - 1 Year Extended Service 12 x 5 NBD - Service Depot - Exchange - Physical Service for EX2300-48P	2 ea.	215.00		430.00
30043	SRX300-RMK0 Juniper Rack Mount for SRX	1 ea.	89.00		89.00
30032	SRX300-SYS-JB Juniper SRX300 Service Gateway w Junos Software Base	1 ea.	605.00		605.00
30033	SVC-ND- SRX300JB Juniper Next Day Care SRX300 1 year	1 ea.	105.00		105.00
1001	Install and configure switches to replace SyncGlobal switches to secure network traffic	1 ea.	1,650.00		1,650.00
1050	TP-Link EAP225 V3 Omada AC1350 Gigabit Wireless Access Point	2 ea.	75.00		150.00
	Replace failing switches at Police Department. Create separate networks for Public access, PD testing, PD confidential and voice. Eliminate SyncGlobal connection at Avanti. Set up failover connection to Internet via a secondary ISP connection				
				Sub-total	7,909.70
				TOTAL ORDER	7,909.70

All amounts stated in - USD

P.O. Box 1514

Newnan, GA 30264-1514

Phone 770-328-0882

Email charles@softwareeffect.com

Date 08/04/2021

Quotation No. 172

Charge To

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

Delivered To

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

Customer's Reference	Sales Person	Your VAT no.	Our Quotation No	Valid until
	1		172	09/03/2021

Payment Terms: Due on receipt

Item Code	Item Description	Quantity Unit	Price	Discount %	Total
30037	EX2300-48P Juniper Layer 3 Switch - 48 Ports (POE+)	2 ea.	2,440.35		4,880.70
30044	SVC-ND-EX23-48P Juniper Care - 1 Year Extended Service 12 x 5 NBD - Service Depot - Exchange - Physical Service for EX2300-48P	2 ea.	215.00		430.00
1001	Install and configure switches to replace SyncGlobal switches to secure network traffic	1 ea.	750.00		750.00
	Upgrade ethernet switches at City Hall - Improve network performance, take more control over the network.				
		Sub-total			6,060.70
		TOTAL ORDER			6,060.70

All amounts stated in - USD



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Network Room Cleanup and Network Cable Recertification
AGENDA DATE: September 21, 2021

DATE PREPARED: September 9, 2021
PREPARED BY: Jim Chambers

AMOUNT: \$9500.00
GL ACCOUNT #: 321-1535-542500
FUNDING SOURCE: Carroll County SPLOST
BUDGETED ITEM? Yes

PURPOSE: Network room clean up and network cable recertification for improved performance at Police Department and Courtroom.

BACKGROUND: In order to improve performance of the network at the Police Department and the Courtroom it is necessary to have the network cables tested and recertified as well as removal of all extraneous and unused equipment. Equipment will be installed in a new rack and punch systems tested to ensure they are at 1Gig speed and a network legend created.

STAFF RECOMMENDATION: Approval.

MOTION: I move that we authorize Software Effect Enterprises, Inc. to perform a Network cleanup and Network cable recertification in the Police Department and courtroom in an amount not to exceed \$9,500.00.

P.O. Box 1514

Newnan, GA 30264-1514

Phone 770-328-0882

Email charles@softwareeffect.com

Date 08/04/2021

Quotation No. 177

Charge To

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

Delivered To

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

Customer's Reference	Sales Person	Your VAT no.	Our Quotation No	Valid until
	1		177	09/03/2021

Payment Terms: Due on receipt

Item Code	Item Description	Quantity Unit	Price	Discount %	Total
1001	Clean up Police Department Server Room	1 ea.	9,500.00		9,500.00
1001	Remove all extraneous unused and disconnected equipment				
1001	Remove existing server rack				
1001	Test all punch downs to be up to 1Gig speed.				
1001	Install equipment in new rack				
1001	Perform cable management to route/reroute all cables neatly				
1001	Create network legend				
Sub-total					9,500.00
TOTAL ORDER					9,500.00

All amounts stated in - USD



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.

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the construction of a road with its western terminus at the intersection of Highway 101 and Rockmart Road and with its eastern terminus at the intersection with Highway 61 just north of Punkintown Road; and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica to subsequently make changes to the State Highway System as specified in the attached Order of the Commissioner 3131C; and

WHEREAS, the Georgia Department of Transportation has requested that the City accept title, maintenance, utility accommodation, and ownership of the property for both the roadway to be removed from the State Highway System and the public roadway to be constructed and added to the State Highway System; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the system changes and agrees to accept responsibility for both sections of roadway.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the changes to State Highway System and its willingness to accept title, maintenance, utility accommodation, and ownership of the properties; and

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute both the attached resolution for intersection improvements and the attached resolution for removal or abandonment.

IT IS SO RESOLVED, this _____ day of March, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



State Highway System Revision

Order of the Commissioner

Document Reference Number: 3131C

Project Identification: 631490

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

System Revision Date: 11/2/2020

WHEREAS, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the City of Villa Rica and the Carroll County Board of Commissioners (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

NOW THEREFORE, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

Revisions



1. Removing a State Route in Common

The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.



2. Re-designation of a State Route

The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.



3. State Route Addition

The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.

☐

4. State Route Obliteration

The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.

☒

5. Adding a State Route in Common

The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.

☐

6. Intersection Improvements

- a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
- b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**

☐

7. State Route Removal or Abandonment

- a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
- b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**

☐

8. Local Roadway(s) Transfer to the State Highway System (SHS)

- a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
- b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.

☒

9. Temporary State Route Removal

- a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
- b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.

Description

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

Revision Type:	State Route Addition
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	Industrial Boulevard (State Route 101) and Rockmart Road (Villa Rica City Street 841)
Ending Intersection or Junction:	State Route 61 and Punkintown Road (Villa Rica City Street 802)
Total State Highway System Mileage Change:	Addition of approximately 1.92 miles
Comments:	Revision #1-To be designated as State Route 1213 until opened for State Route service

Revision Type:	Temporary State Route Removal
Route Type:	State Route
Route Number:	1213TA
U.S. Route:	N/A
Beginning Intersection or Junction:	the intersection of State Route 61 and Punkintown Road (Villa Rica City Street 802)
Ending Intersection or Junction:	State Route 8 Connector
Total State Highway System Mileage Change:	Removal of approximately 1.52 miles
Comments:	Revision #A-Removal of Temporary State Route Designation 1213TA (Project P.I. 662540 will no longer be actively pursued in this order)

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	South Carroll Road (Villa Rica City Street 841) and State Route 8/US Route 78
Ending Intersection or Junction:	State Route 61, the proposed Villa Rica Bypass, and Punkintown Road (Villa Rica City Street 802)
Total State Highway System Mileage Change:	Removal of approximately 1.56 miles
Comments:	Revision #3-To become effective when SR-1213 is opened for State Route service

Revision Type:	Removing a State Route in Common
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	State Route 8/ US Route 78 and State Routes 61/101
Ending Intersection or Junction:	South Carroll Road (Villa Rica City Street 841) and State Route 8/ US 78
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #4

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	State Route 8/ US Route 78 (West Bankhead Highway) and State Route 101
Ending Intersection or Junction:	Rockmart Road and proposed Villa Rica Bypass
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #5



Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: _____

Date: _____

Treasurer: _____

Date: _____

LOCAL GOVERNMENT:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

LOCAL GOVERNMENT:

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____

Document Reference Number: 3131C



State Highway System Revision

Authorizing Resolution for Removal or Abandonment

Document Reference Number: 3131C
Project Identification: 631490
County: Carroll
City: Villa Rica
Project Description: State Route 61 Relocation
System Revision Date: 11/2/20

WHEREAS, the City of Villa Rica and Carroll County (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to permanently remove a section or multiple sections of a State Route from the State Highway System as stated in the Project Description above; and

WHEREAS, the Local Government agrees that it is in the interest of all parties for the Local Government to accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the City of Villa Rica is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____



State Highway System Revision

Authorizing Resolution for Intersection Improvements

Document Reference Number: 3131C
Project Identification: 631490
County: Carroll
City: Villa Rica
Project Description: State Route 61 Relocation
System Revision Date: 11/2/20

WHEREAS, the City of Villa Rica and Carroll County (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to make improvements or has already made improvements to short sections of roadways at intersections that are necessary for seamless traffic transitions; and

WHEREAS, with the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the City of Villa Rica is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____

NOTICE OF INTENT
OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

TO THE MAYOR OF THE CITY OF VILLA RICA

WHEREAS, in order to support the movement of interregional and truck traffic around the Villa Rica downtown business district, the Georgia Department of Transportation (hereinafter called the Department), is planning to construct the Villa Rica Bypass; and

WHEREAS, to accommodate preconstruction activities for these projects, it will be necessary to add a section of the projected alignment, as shown on the attached sketch map, to the State Highway System as State Route 1213 until the Bypass is opened to traffic; and

WHEREAS, project P.I. 662540 will no longer be actively pursued in this order, it will be necessary to remove the Temporary State Route designation of SR-1213TA from the local road(s), as shown in the attached sketch map; and

WHEREAS, in accordance with the terms stipulated in the attached Local State Route Acceptance Resolution, the City of Villa Rica will accept for ownership, maintenance, utility accommodation, and as part of their respective road system, the old section of State Route 61 that will remain open as a public road, as described herein, when removed from the State Highway System; and

WHEREAS, the advancement of these projects to construction is contingent upon the execution of the attached Local State Route Acceptance Resolution by the local officials and the proceeding Order of the Commissioner.

NOW THEREFORE, in the public interest, the Commissioner of the Georgia Department of Transportation, under the authority vested in his pursuant to the laws of the State of Georgia, does hereby serve notice of his intention to approve an Order thirty days from receipt by you of this notice and by which Order that the State Highway System be revised as described in the following paragraphs.

- (1) Add to the State Highway System the projected Villa Rica Bypass as State Route 61, to be designated as State Route 1213 until opened for State Route service, beginning at its intersection with the existing alignments of Industrial Boulevard (State Route 101) and Rockmart Road (Villa Rica City Street 814) thus proceeding in a easterly direction to its intersection with State Route 61 and Punkintown Road (Villa Rica City Street 802).

Addition of approximately 1.92 miles (3.09 km) projected.

Continued...

PAGE TWO OF THREE

- (2) Remove from the State Highway a section of State Route 61, when State Route 1213 is opened for State Route service, beginning at its intersection with South Carroll Road (Villa Rica City Street 841) and State Route 8/US 78 and extending in a northwesterly and northeasterly direction to the intersection with State Route 61, projected State Route 1213 and Punkintown Road (Villa Rica City Street 802).

Removal and reversion as to the City approximately 1.56 miles (2.51 km) existing.

- (3) Remove State Route 61 in common with State Route 8/US 78, when State Route 1213 is opened for State Route service, beginning at its intersection with State Routes 8/US 78, 61 and 101 and extending in a easterly direction to the intersection first described in paragraph (3).

No mileage change.

- (4) Add State Route 61 common with State Route 101, when State Route 1213 is opened for State Route service, beginning at the intersection first described in paragraph (4) and extending in a northerly direction to the intersection first described in paragraph (1).

No mileage change.

The foregoing descriptions are in conformity with sketch map 3131C and plans for Projects STP-18-1(67) and GWW-5053(2) appearing in the files of the Department of which a copy of the sketch map is attached for reference.

PAGE THREE OF THREE

This _____ day of _____, 2020.

Russell McMurry, P.E., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: _____
Angela M. Whitworth, Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

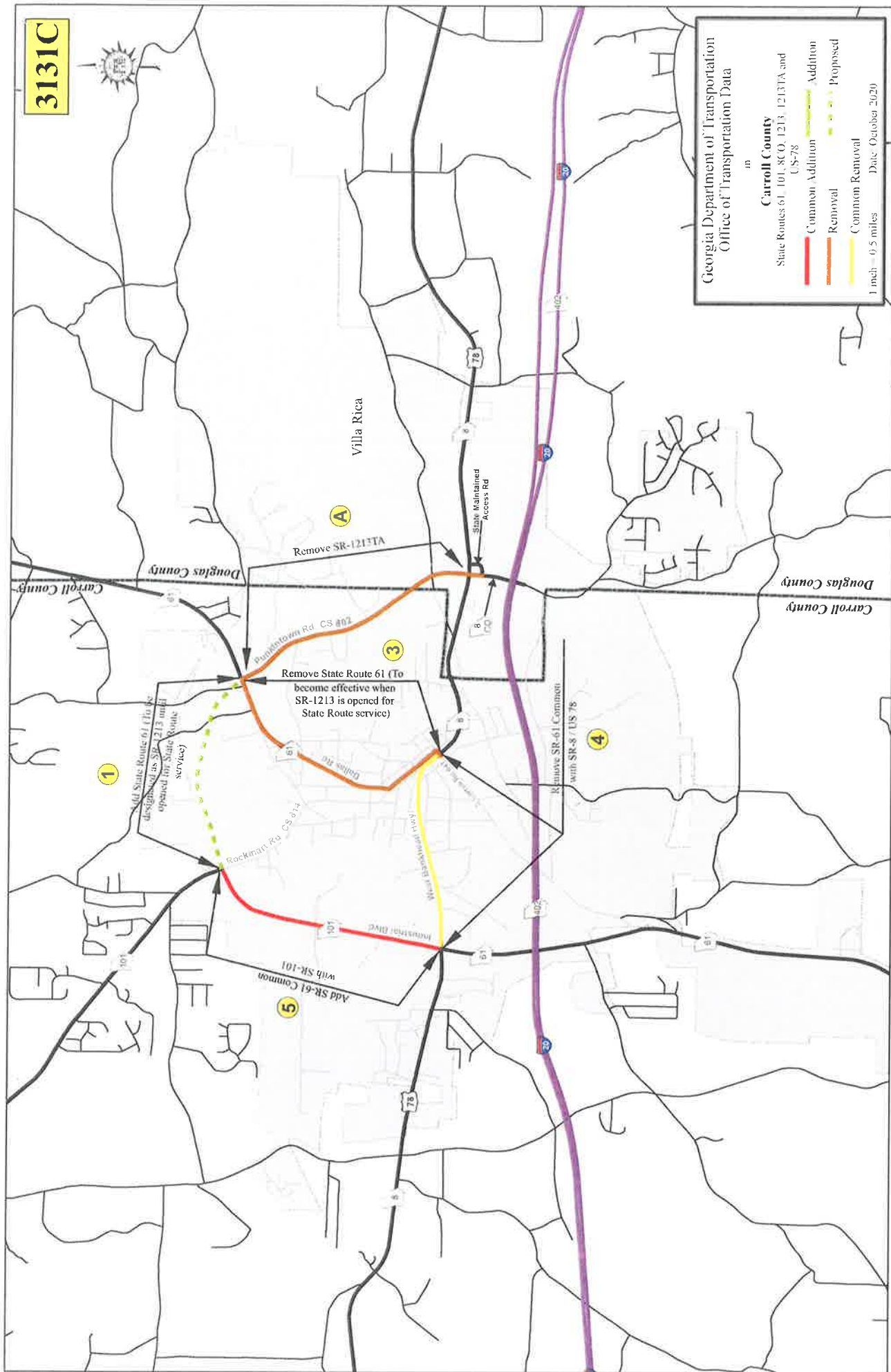
The above and foregoing Notice of Intent has been received and service of said notice acknowledged.

This _____ day of _____, 2020.

Mayor, City of Villa Rica

Attest: _____
Clerk, City of Villa Rica

3131C





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ratification of Emergency Purchase of Supervisory Control and Data Acquisition (SCADA) System for Water Plant

AGENDA DATE: September 14, 2021

DATE PREPARED: September 2, 2021
PREPARED BY: Erin Lewis

AMOUNT: \$ 16,896.00.00
GL ACCOUNT #: 505-4420-522220
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To ratify the emergency purchase of the SCADA system for the operation of the Water Treatment Plant

BACKGROUND: The operation of the Water Treatment Plant required the use of two separate, existing SCADA systems. One of the two systems was installed by Woodard & Curan, and is beyond its useful life and has failed. This emergency purchase allowed for the integration of the two systems into one updated system.

STAFF RECOMMENDATION: Staff recommends the ratification of the emergency work performed by Zile Technologies for the integration of the two systems to one updated system in the amount of \$16,896.00.

Vendor	Material	Total Cost
Zile Technologies	SCADA system integration and hardware	\$16,896.00

IMPACT: The integration allows staff to reliably control and maintain the necessary operation of the Water Treatment Plant.

MOTION: I move to ratify the emergency purchase of the Supervisory Control and Data Acquisition System for the Water Plant, at the cost of \$16,896.00.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Replacement of the Lake Cowan #2 Raw Water Pump

AGENDA DATE: September 14, 2021

DATE PREPARED: September 2, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 10,500.00

GL ACCOUNT #: 505-4420-522220

FUNDING SOURCE: Water/ Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To replace the Lake Cowan #2 Raw Water Pump.

BACKGROUND: Due to pump seal failure, water intrusion damaged the stator and electrical windings of the motor. The pump also sustained bearing failure and it was not cost effective to repair the overall damage.

STAFF RECOMMENDATION To purchase a new raw water pump from GoForth Williamson, Inc. in the amount of \$ 10,500.00

IMPACT. The new pump will provide operational redundancy.

MOTION: I move to approve the purchase of a new raw water pump from GoForth Williamson, Inc. in the amount of \$ 10,500.00



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

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P217307

Date: 03-Sep-21

To

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

Quote To

SAME

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Villa Rica PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1	Line: 001 Part: 99193178 SE1.30.A40.230.2.52S.C.EX.61R Grundfos Submersible Solids Handling Pump 4" Horizontal Flanged Discharge / 3-1/8" Solids S-Tube Single Channel Cast Iron Impeller 23 hp 3567 rpm 230/460 v 3 ph Explosion Proof Motor with Cooling Jacket Moisture Sensor / Klixon Motor Thermal Switches 49 ft Long Cord ea	\$10,250.00	\$10,250.00	
1	Line: 002 Part: SHIPPING & HANDLING CHARGES Shipping & Handling Charges In Bound Standard Ground Shipping Charges ea	\$250.00	\$250.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com	Total:	\$10,500.00	



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

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P217307

Date: 03-Sep-21

To

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

Quote To

SAME

Ph: 770-459-7000

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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Concrete Removal at the Old West Plant Site

AGENDA DATE: September 21, 2021

DATE PREPARED: September 13, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$20, 250.00

GL ACCOUNT #: 505-4440-523850

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To remove concrete and rebar that was part of the sludge drying beds at the Old West Plant in order to repurpose the site.

BACKGROUND: Recently, the concrete walls and sludge bed underdrains have been demolished, and now require disposal.

STAFF RECOMMENDATION Staff recommends engaging International Waste Services, LLC to remove and dispose of the concrete from the sludge drying beds at the Old West Plant in the amount of \$20,250.00.

IMPACT. Disposing of the old concrete, will allow the site to be repurposed for future use.

MOTION: I move to engage International Waste Services, LLC to remove and dispose of the concrete from the sludge drying beds at the Old West Plant in the amount of \$20,250.00.

International Waste Services, llc
3379 Peachtree Road, NE,
STE.555
Atlanta, GA 30326
Ph: (404) 662-3799

9/13/2021

To dispose of the concrete will be \$20,250.

I will have to utilize an excavator with a hammer to break those slabs up even finer. The disposal areas will not accept them that large.

1 Day

1 Excavator w/hammer
1 Excavator without

2 Day

1 Excavator without hammer
4 trucks

(The disposal area that accepts the concrete with the rebar is 40 minutes each way.)

This price will not include digging any more depth to search for more concrete. The price is for the disposal of the concrete that's currently in the pile only.

Alvin Williams

Alvin Williams
International Waste Services, LLC
678-519-8000

LCS & ASSOCIATES, LLC

Randy C. Simpkins
404-670-3044

2030 Oak Grove Road
Carrollton, GA 30117

13 August 2021

ATTN: Matt Smith

RE: Quote for Concrete Cleanup Villa Rica.....\$20,300.00
Concrete Cleanup with asphalt removal.....\$20,700.00

Concrete Cleanup Villa Rica - Matt Smith (August 13, 2021)

<u>DESCRIPTION</u>	QTY		UNIT
Mobilization (Large Excavator and Rock Hammer)			
Rocker Hammer			
Excavator with Operator			
Hauling Fee			
<u>Additional Items</u>			
Asphalt Removal - \$400.00			

Thank you for the opportunity to quote this project.

Sincerely,

Randy Simpkins
LCS & Associates, LLC

Accepted by _____ on _____, 2020



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Audit & Single Audit Services with Mauldin & Jenkins, LLC.
AGENDA DATE: September 21, 2021

DATE PREPARED: September 7, 2021
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: FY21 \$32.5k
FY22 \$33k
FY23 \$34k
GL ACCOUNT #: 100-1110-521220
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: Request approval of a three-year proposal from Mauldin & Jenkins, LLC to provide external audit & single audit services for fiscal years 2021 - 2023.

Fiscal Year Ending	Audit	Single Audit*	Total Estimated Cost
9/30/2021	\$ 28,000	\$ 4,500	\$ 32,500
9/30/2022	28,500	4,500	33,000
9/30/2023	29,500	4,500	34,000

**Single Audit Fee ranges from \$3,500 - \$4,500 per major program.*

BACKGROUND:

STAFF RECOMMENDATION: Approve three-year proposal from Mauldin & Jenkins, LLC to provide external audit & single audit services for fiscal years 2021 - 2023.

IMPACT:

MOTION: I move to approve the three-year proposal from Mauldin & Jenkins, LLC to provide external audit & single audit services for fiscal years 2021- 2023.

CITY OF VILLA RICA Georgia



Quote to Provide Professional Auditing Services

Fiscal Years Ending September 30, 2021 through 2023

Mauldin & Jenkins Certified Public Accountants

Contact Persons: James Bence, CPA, Partner

Meredith Lipson, CPA, Partner

Phone: (770) 955-8600

Email: jbence@mjcpa.com

mlipson@mjcpa.com

200 Galleria Parkway, S.E.

Suite 1700

Atlanta, Georgia 30339

Web: www.mjcpa.com

**MAULDIN
& JENKINS**
CPAs & ADVISORS



Over 550 Governmental Units Served



***We Do Things Right &
We Do the Right Things***

Lawrenceville Long Boat Key Forest Park Albany
Stockbridge Thunderbolt Garner Roswell Flovilla Port Wentworth
Alpharetta Pensacola Kennesaw Fayetteville Plant City
Clover Vernonburg Jefferson Goose Creek Hinesville
Bristol Hapeville Doraville Peachtree City
St. Marys Chattahoochee Hills Augusta Naples Monroe
Clayton County Marco Island Villa Rica Grantville
Loris Milton Tucker College Park Griffin Hollywood
Cooper City Cedartown Brunswick Wildwood
Cartersville Orangeburg Black Mountain Aiken Suwanee Baldwin
Sharpsburg Lilburn Powder Springs
Bloomingdale
Union Jamestown
City Macon
Quitman Lake Placid
Fairburn Rome Gulfport Pooler Rock Hill North Port
Cochran Ludowici Asheville Chapin Blakely Tybee Island
Beaufort Peachtree Corners Rockmart Bradenton
Jeffersonville Toccoa Decatur Holly Springs Morrow Stonecrest
Austell Arcadia Clarkston Hallandale Beach
Conyers Dunwoody Athens Perry Garden City
Leesburg Summerville Tuscaloosa Haines City
Chamblee Social Circle Selma Crossville South Fulton
Columbus Pinecrest Richmond Hill Brookhaven Americus
Crystal River Hardeeville Ballground Tifton Savannah
Braselton Milledgeville Douglasville Covington Islamorada
Callaway Cordele Sandy Springs Gumbranch

September 3, 2021

Ms. Jennifer Hallman, CPFO
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Dear Jennifer:

Mauldin & Jenkins, LLC appreciates the opportunity to continue our relationship in providing independent auditing services to the City of Villa Rica (the "City"). As professionals serving the public sector, specializing in services to all local governments, we believe our firm is eminently qualified to serve the City.

As professionals serving the public sector, Mauldin & Jenkins is best qualified to serve the City. We believe that **Mauldin & Jenkins is the leader in auditing state and local governments in the Southeast**. This leadership was achieved by recognizing that we are an important part of our client's success, with our objective being to ensure that accurate information is reported to City Council, management, and its citizens. Given the complexities of the City's financial operations and the ongoing significant changes in accounting standards, we feel that it is very important that you select an auditing firm that is **focused and experienced** in the governmental industry. Our experience cannot be matched by any other firm. We differentiate ourselves from our peers in the following ways:

❖ **Experience with Governments.** As auditors for more governments in the Southeast than any other firm, our professionals are thoroughly versed in the complex governmental arena, and have consistently provided the highest quality of service to our government clients. We serve approximately:

- **550+ state and local governments across the Southeastern U.S.A.**
- **135+ cities and 55+ counties;**
- **100+ school districts and charter schools;**
- **50 state agencies, authorities, commissions, colleges, and departments;**
- **55+ stand-alone business-type utility authorities (water/sewer, gas, electric, airports, transit)**
- **145+ stand-alone governmental special purpose entities (housing, industrial development, health & welfare, other educational, retirement, libraries, etc.);**
- **120+ water & sewer systems, 25 airport operations, 19 gas systems, 18 electrical utilities, & 17 transit services;**
- **139 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.**

Mauldin & Jenkins provides over 100,000 hours of service to over 550 governmental units in the Southeast on an annual basis utilizing over 110 professionals.

- ❖ **Nationally Recognized.** Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the firm's influence is shared nationally. Our partners have volunteered to serve: as the American Institute of CPA's (AICPA's) State and Local Government Expert Panel in 2021; the AICPA's sole representative to Government Accounting Standards Advisory Council (GASAC); the 2015 Chairman of the board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. [In 2020, our own Joel Black was appointed to serve as the Chairman of the Governmental Accounting Standards Board \(GASB\).](#) Mauldin & Jenkins is a leader nationally. 
- ❖ **Remote Audits and Suralink.** Governments are choosing remote audits with increasing frequency, and Mauldin & Jenkins is very effective in working from a remote environment. We also utilize software, such as Suralink, on all audits to add organization and transparency to the audit process. If it is your preference to conduct the audit remotely, we have the technological tools to efficiently and effectively conduct the audit in this manner.
- ❖ **Staff Continuity.** Our staff retention rates are considered to be among the best in the profession (and much better than national and other regional firms). This fact, coupled with our vast array of government clients, results in a staff pool highly experienced with governmental entities with the definite capacity to serve the Town. We are able to not only provide consistency with the partner and manager on our engagement teams, but seniors as well. We also have enough resources at the partner, manager, and senior levels to provide for periodic rotations as requested by our clients.
- ❖ **Education.** [Mauldin & Jenkins' clients have the opportunity to register and receive approximately thirty \(30\) hours of continuing education on an annual basis, free of charge.](#) We take our experience in serving governments, and choose timely and relevant topics to provide ongoing education to our clients. Sessions are limited to clients only. This amounts to a cost savings of approximately \$3,000 per individual per year.
- ❖ **Responsiveness.** We pride ourselves in responding to the needs of our clients and meeting their deadlines. This responsiveness is not only the ability to meet specified audit deadlines, but also the ability to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- ❖ **Organized to Specifically Meet Your Needs.** Our partners, managers, and seniors in the Firm's Governmental Practice Division spend 100% of their time serving governments. By structuring the Firm's Governmental Practice Division in such a manner, we are able to create efficiencies in the audit process which typically result in our total hours being significantly less than most other firms.

As requested, we are providing a quote for audit services for a three year period – for the City’s fiscal years ending September 30, 2021, 2022 and 2023. Our fees are as follows:

Fiscal year ending	Fee
September 30, 2021	\$ 28,000
September 30, 2022	28,500
September 30, 2023	29,500

The above fees do not include the testing and reporting required for a Single Audit under the Uniform Guidance. Should a single audit be required, an additional fee for these services of \$3,500 –\$ 4,500 per major program will be charged.

The City of Villa Rica is an important client to Mauldin & Jenkins and one that we would be proud to continue to serve. Again, on behalf of Mauldin & Jenkins, we are excited about this opportunity to continue the relationship with the City, and look forward to helping with the continuing challenges you face.

Please contact us at (770) 955-8600, 200 Galleria Parkway SE, Suite 1700, Atlanta, Georgia 30339. Again, on behalf of Mauldin & Jenkins, thank you for the opportunity to serve.

Sincerely,

MAULDIN & JENKINS, LLC

James Bence, *Partner*

Meredith Lipson, *Partner*

770-955-8600

www.mjcpa.com

MAULDIN & JENKINS





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: FY22 Budget Discussion
AGENDA DATE: September 21, 2021

DATE PREPARED: September 9, 2021
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: FY22 Operating & Capital Budget Discussion

BACKGROUND: Finance Director will answer questions the Mayor & Council have regarding the Proposed FY22 Operating & Capital Budget.

STAFF RECOMMENDATION:

IMPACT:

MOTION:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Additional Services with PayCom
AGENDA DATE: 9/21/2021

DATE PREPARED: 9/14/2021
PREPARED BY: Sarah Andrews

AMOUNT: \$166.25 in FY 2021, \$4,322.50 in FY 2022
GL ACCOUNT #: 100-1540-521230
FUNDING SOURCE: General Fund Operating
BUDGETED ITEM? Yes

PURPOSE: PayCom is our current Payroll services provider. There are three additional services we would like to add to our current agreement.

BACKGROUND: We went live with PayCom in January 2021. So far, we have been pleased with the product. It has allowed Payroll and other HR functions to be paperless. There are three additional services we would like to add to what services we are already receiving.

Geofencing – allows us to put a geographic “fence” around the area where employees may clock in/out on their phones.

Surveys – allow us to implement surveys to employees for various reasons. Some examples are Satisfaction surveys, Exit interviews, even what to serve at the next employee luncheon!

Softskills for Leadership/Managers – enhances the Learning module we have through PayCom to include 81 courses specifically designed for managers. Some examples are How to Deal with Difficult Employees, How to have Effective Meetings, Email Skills.

*\$0.95 (for all 3) per person per payroll
\$0.95 x 175 people x 26 payperiods = \$4,322.50 annually*

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the City Manager to add these three additional services to the agreement with PayCom.

Proposal Prepared for Valued Partner - CITY OF VILLA RICA OKC: 0CQ87
Proposal #7-0.00-0.95-6.65-0CQ87-319731
Frequency: MONTHLY / Number of Pays: 7



Created on 09/09/2021. Valid For 30 Days.

Client Signature
Sarah Andrews
Printed Name

Title
Date

Human Capital Management Solution

Solution	Base	Per Pay	Per Payroll Fee	
GeoFencing			Included	
Surveys			Included	
Total	7	\$ 0.00	\$ 0.71	\$ 4.97

Paycom Learning - Content Subscriptions

Topic	Collection	Base	Per Pay	Per Payroll Fee
Leadership & Management	Soft Skills for Managers and Employees			Included
Total		\$ 0.00	\$ 0.24	\$ 1.68

Grand Total Per Payroll	\$ 6.65
-------------------------	---------

All Pricing is subject to change with written or electronic notice. Note: Delivery fee will be based on actual delivery costs. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal(unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.

Proposal Prepared for Valued Partner - CITY OF VILLA RICA OKC: 0CQ87
Proposal #175-0.00-0.95-166.25-0CQ87-319731
Frequency: BI-WEEKLY / Number of Pays: 175



Created on 09/09/2021. Valid For 30 Days.

Client Signature
Sarah Andrews
Printed Name

Title
Date

Human Capital Management Solution

Solution	Base	Per Pay	Per Payroll Fee	
GeoFencing			Included	
Surveys			Included	
Total	175	\$ 0.00	\$ 0.71	\$ 124.25

Paycom Learning - Content Subscriptions				
Topic	Collection	Base	Per Pay	Per Payroll Fee
Leadership & Management	Soft Skills for Managers and Employees			Included
Total		\$ 0.00	\$ 0.24	\$ 42.00

Grand Total Per Payroll	\$ 166.25
-------------------------	-----------

One-Time Conversion, Set-Up and Training				
Solution	Option	Quantity	Per Unit Charge	Fee
Client Conversion	Included			\$ 636.27
Training	Included			Included
Total Initial Investment				\$ 636.27

All Pricing is subject to change with written or electronic notice. Note: Delivery fee will be based on actual delivery costs. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal(unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.



Payroll and Human Capital Management Services Agreement

This Payroll and Human Capital Management Services Agreement ("PHCMSA"), effective as of the Effective Date below, is by and between Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142 (hereinafter "Paycom") and the undersigned Client (hereinafter "Client"). Paycom and Client agree as follows with respect to all services provided by Paycom to Client ("Services").

Subject to this PHCMSA, the General Terms and Conditions, the applicable Service component Schedules ("Schedules") and addenda, which are each hereby incorporated by reference (collectively, the "Agreement"), Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client's behalf each of the Services indicated on proposal(s) acknowledged by Client.

Paycom shall commence performing each Service component promptly after Client provides Paycom with the information that Paycom requires to begin performing the subject Service component.

Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client. Paycom shall not be required to amend or refile any tax return or tax filing on behalf of Client unless the erroneous filing was the sole fault of Paycom.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT EXCEPT AS TO THOSE MATTERS PROVIDED FOR IN SECTION 24 OF THE GENERAL TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, LOST ANTICIPATED PROFITS, OR LOST ANTICIPATED SAVINGS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.7 OF THE GENERAL TERMS AND CONDITIONS, THE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO PAYCOM UNDER THIS AGREEMENT FOR THE SERVICE COMPONENT WHICH IS THE SUBJECT OF THE ALLEGED BREACH DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE ALLEGED BREACH.

All issues and questions concerning the construction, validity, enforcement, performance and interpretation of the Agreement and the parties' corresponding or contemporaneous agreements shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. With respect to any claim arising out of the Agreement, each Party irrevocably submits to the exclusive jurisdiction and venue of the courts of the State of Oklahoma, or the United States District Court, located in Oklahoma County, Oklahoma. Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client.

By signing below, Client agrees that it has (1) received, read and understands the Agreement and (2) agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement to be effective _____ (the "Effective Date").

AGREED AND ACCEPTED BY CLIENT:

PAYCOM PAYROLL, LLC d/b/a PAYCOM:

COMPANY LEGAL NAME

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME

TITLE

TYPE OR PRINT NAME

AUTHORIZED SIGNATURE

Reporting Agent

TITLE

Client Code: _____

FEIN: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

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

AGENDA DATE: September 21, 2021
PREPARED BY: Tom Barber

DATE PREPARED: September 9, 2021

AMOUNT: \$4,000 per month for 6 months
FUNDING SOURCE: Water & Sewer Fund

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

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

BACKGROUND: During the last six months City staff and Carter & Sloop have worked with Jud Turner, former director of the Georgia EPD, to locate an additional water source for the City. Mr. Turner has completed the initial engagement period and has proposed a flat fee engagement of \$4,000 per month for six months.

STAFF RECOMMENDATION: Staff has been very encouraged by the progress made by Mr. Turner so far and recommend an extension to the professional services agreement with his firm.

IMPACT: Engaging Mr. Turner for an additional six months should help us in our negotiations with water providers as well as in our efforts to obtain an indirect reuse permit from EPD. He possesses contacts in the industry that we simply cannot duplicate in a reasonable amount of time.

MOTION: I move to authorize the Mayor to engage Gilbert, Harrell, Sumerford & Martin for an additional six months for a flat fee of \$4,000 per month effective September 1, 2021.

GILBERT, HARRELL, SUMERFORD & MARTIN

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

March 12, 2021

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

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

Dear Mr. Barber:

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

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

March 12, 2021
Page 2

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

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

Sincerely,

/s/ Judson H. Turner

Judson H. Turner

AGREED AND ACCEPTED:

By: _____

Printed Name: _____
Please Print

Date: _____

From: Jud Turner <jturner@gilbertharrellllaw.com>
Sent: Friday, August 6, 2021 9:56 AM
To: Tom Barber
Cc: Sarah Andrews
Subject: RE: Request for Proposal
Attachments: LTR GHSM Engagement (00883247xBACF7).pdf

Tom,

I enjoyed meeting with you and your team yesterday. I thought the meeting was very productive and a great help to me to get a full picture of the city's needs. I have good grasp of our next steps and will execute those as we discussed.

Pursuant to our initial engagement (attached for reference), I believe our meeting yesterday concluded the assessment phase, and I wanted to see how you wanted to structure my engagement going forward. I am flexible on that in terms of structure and duration. Given the issues I heard yesterday, the scope of the anticipated work on my end and realistic timetable on some of those projects, I am thinking that a mid-length engagement where we can execute on these next steps and demonstrate some value to you first would be appropriate.

Let me know if you want to discuss on phone, but I would propose a 6-month engagement for a flat fee of \$4000/month. As part of the anticipated scope, I'd be working on both the water supply issues and the indirect potable reuse water treatment/discharge matter we discussed today. As with all my engagements, even though the proposed duration would be 6 months, I'd only ask for a 30 day notice if you wanted to discontinue the engagement. I am confident we can demonstrate value though, thus I am not too concerned about termination. Of course, we can also look at an hourly fee arrangement if you like, but I think the flat fee approach provides a great deal more budget certainty for you and avoids needing to work out hourly rate issues related to travel, etc... My standard hourly rate for water work of this nature is \$500/hr. As we discussed, I recognize we may still be actively working on aspects of these issues and perhaps adding scope related to your sewer work, so I hope we can continue the engagement beyond 6 months assuming the need is there. Of course, if we get a feel that the level of effort required was either under or over-estimated, we can adjust the engagement at any time.

Let me know your thoughts and I will get you a revised engagement letter.

Thanks

Jud

From: Tom Barber <tbarber@villarica.org>
Sent: Tuesday, May 11, 2021 10:00 AM
To: Jud Turner <jturner@gilbertharrellllaw.com>
Cc: Sarah Andrews <sandrews@villarica.org>
Subject: RE: Request for Proposal

Yes, I'm good with the initial proposal.

Tom

From: Jud Turner [mailto:jturner@gilbertharrellllaw.com]
Sent: Monday, May 10, 2021 8:21 PM
To: Tom Barber <tbarber@villarica.org>
Cc: Hannah Keller <hkeller@gilbertharrellllaw.com>
Subject: FW: Request for Proposal

Tom,

Good call last week and I look forward to the follow up with Pete and Alex as discussed. One follow-up administrative question: I know we filled out the vendor paperwork for the city, but I just wanted to confirm that the proposed fee arrangement for this initial phase as described in the attached is agreeable. Assuming so, we'll proceed as proposed.

Thanks

Judson H. Turner
Gilbert Harrell Sumerford & Martin, P.C.
jturner@gilbertharrellllaw.com
770-468-9151



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – Area Agency on Aging Contract for Services for Fiscal Year 2023

AGENDA DATE: September 21, 2021
PREPARED BY: Tom Barber

DATE PREPARED: September 9, 2021

AMOUNT: n/a
FUNDING SOURCE: n/a

GL ACCOUNT #: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve the FY 2023 Three Rivers Commission grant contract for senior services.

BACKGROUND: The City has provided meals to seniors under a contract with the Three Rivers Regional Commission for about thirty years. The contract allows the City to address health and wellness services with its senior population through the provision of meals to qualifying seniors funded by reimbursements through state and federal grants.

The City's reimbursement for meals are as follows:

- Home Delivered Meals \$4.32
- Congregant Meals \$7.98

The Three Rivers Commission staff conducted their SFY 2020 financial monitoring visit to the City of Villa Rica on April 5, 2021 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging.

A copy of the contract is attached.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Executing the contract allows us to continue operating the senior meals program through the 2023 state fiscal year.

MOTION: I move to authorize the Mayor to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2021 through June 30, 2022.



13273 GA Highway 34 • P.O. Box 1600
Franklin, Georgia 30217
Tel: 678-552-2838 or 1-866-854-5652
Fax: 770-854-5402 or 706-675-9210
www.threeriversrc.com

COUNTIES SERVED: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson

To: Three Rivers AAA Sub-Contractors
From: Joy Shirley, AAA Director
Date: June 29, 2021
Subject: SFY 2022 Contracts

Enclosed for your review and signature is two copies of the SFY 2022 contracts. Please sign, date, and have witness (ATTEST) sign each copy of the contract signature page. Also complete Annex AA through Annex E. ***Retain one copy of the contract for your records*** and return the other to Three Rivers AAA.

If you have any questions or concerns, please contact me. Thank you all for your continued support in our community.

SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, #04-045-02-AAA-2022, entered into as of the 1st day of July 2021, by and between

CITY OF VILLA RICA – PARKS & RECREATION DEPARTMENT
(hereinafter referred to as “SUBCONTRACTOR”) and the

THREE RIVERS REGIONAL COMMISSION
(hereinafter referred to as “TRRC”).

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the “program”) which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the funding agencies”), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2021 through June 30, 2022. The effective date of this contract is July 1st, 2021. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2022.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment "B"

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC's determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR's payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR's final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

"If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented."

10. **General**

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
 - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
 - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
 - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
 - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
 - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
 - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
 - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
 - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
 - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
 - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
 - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
 - B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that** year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

***Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217***

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR.** The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
 - (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
 - (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.
30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:
- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
 - (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
 - (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
 - (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
 - (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
 - (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
 - (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

- (a) For all purchase of service contracts:
 - (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
 - (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP). which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

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.

- (b) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled “**Audits**” above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia’s Department of Human Services’ Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services’ *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

City of Villa Rica

Address for Official Notices:

Gil McDougal, Mayor
571 West Bankhead Highway
Villa Rica, GA 30180



By: _____

Title

DATE _____

ATTEST:

Three Rivers Regional Commission
Area Agency on Aging
P.O. Box 1600
Franklin, GA 30217

Deann Davis

By: _____

Executive Director

By: _____

Council Chair

DATE 6/24/21

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

DIVISION of AGING SERVICES
Taxonomy of Services Definitions
AAA Administration

AAA ADMINISTRATION	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE 3 (B, C & E)	Administration	N/A	N/A	Line Item	Activities associated with overall area agency operations. Includes, but is not limited to: analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification and development.
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B	Program Development	N/A	N/A	Line Item	Those activities directly related to either the establishment of a new service; or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B	Advocacy	N/A	N/A	Line Item	Activities related to monitoring, evaluating and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; carrying out activities in support of the state administered long term care ombudsman program; coordinating planning with other agencies and organizations to promote new or expended benefits and opportunities for older persons.
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B	Coordination	N/A	N/A	Line Item	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community based services to effectively and efficiently meet the needs of older persons.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions
AAA Services

AAA SERVICE	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
	Volunteer Recruitment, Development, Retention	1 Volunteer, 1 activity	Group	Line Item	Activities related to the recruitment, training, placement, and retention/recognition of volunteers (DAS).
AAA SERVICE	Volunteer Service	1 Volunteer, 1 hour	Group	Line Item	Activities related to the provision of volunteer service hours by volunteers.

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Access to Care

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
					"A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied." (NAPIS_5_2010) A service that: (D) assesses the individual's circumstances, as appropriate, for the purpose of determining their need (s) and referring them to the most appropriate resource.
ADRC	Information & Assistance	1 contact	Individual or Group	Line Item	ADRCs target services to the elderly and individuals with physical disabilities, serious mental illness, and/or developmental intellectual disabilities. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADRC	Outreach	1 contact	Group	Line Item	"Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits." (NAPIS_5_2010)
ADRC, MFP	MDSQ Options Counseling Options Counseling	1 Person	Individual	Line Item	Long- term support options counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances. (AoA definition 2010)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Access to Care

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS SERVICES HCBS SERVICES	Assistive Technology	1 Person	Individual	Varies per item	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low to high tech.
	Care Consultation	1 Hour	Individual	Line Item	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete 2 contacts within months 1-3; 1 contact during months 4-6, and one contact, every 3 months after the six month interval, up to one year.
HCBS SERVICES	Case Management	1/4 hour	Individual	Unit Cost	"Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required." (NAPIS_5_2010) <i>Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.</i>
HCBS SERVICES	Community Education	1 Session	Staff Activity Log for Group	Line Item	Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information. Examples include but are not limited to health fairs, and caregiver conferences.

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Access to Care

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS SERVICES	Counseling	1 Session	Individual	Line Item	"Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups and caregiver training (of individual caregivers and families)." NAPS_5_2010 Providing individual guidance and assistance with problem resolution by professionally qualified paid or volunteer staff to older persons or grandparents raising grandchildren. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. (DAS) This service can be provided to relative caregivers of children.
HCBS SERVICES	Interpretation/ Translation	1 Hour	Group	Line Item	To explain the meaning of oral and/or written communications to non-English speaking and/or persons with disabilities who are unable to perform the functions due to linguistic, visual, hearing or cognitive impairments or limitations. (DAS)
HCBS SERVICES	Transition Coordination	1 Person	Individual	Line Item	Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty days after day of transition. (Not MFP Eligible Clients)
OPTIONS COUNSELING	MDS-Q Options Counseling	1 Person	Individual	Line Item	Provided to individuals in long-term care facilities where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face. (AoA definition 2010)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Access to Care

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face. (AoA definition 2010)
					Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a proscribed Care Plan and maintains support for 365 days after day of transition.
COMMUNITY TRANSITIONS	NHT Coordination	1 Person	Individual	Line Item	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
COMMUNITY TRANSITIONS	MFP Transition Coordination	1 Person	Individual	Line Item	

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
GeorgiaCares

GeorgiaCares	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
GEORGIA CARES PROGRAM	GeorgiaCares	1 Hour 1 Contact	Individual	Line Item	Provision of information to individuals regarding their eligibility for benefits and providing one-on-one assistance with pursuing claims or benefits and advocacy on behalf of the beneficiary.
GEORGIA CARES PROGRAM	GeorgiaCares Outreach and Training	1 Hour	Staff Activity logs	Line Item	Provision of information and outreach to groups regarding benefits and Medicare fraud. This includes presentations, booths/exhibits. Provided by a GeorgiaCares Counselor (staff or volunteer).

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)	Elderly Legal Assistance Program	1 Hour 1 Case 1 Session	Staff Activity Logs	Line Item	Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney" (NAPIS_2010)
	Elder Abuse Prevention Program (optional)				Provision of information and outreach to individuals and groups to prevent elder abuse and consumer fraud. May be included with Community Education and program awareness/events and training
Home and Community Based Services (HCBS)	Elder Abuse Prevention	1 Session	Staff Activity Logs		
	Adult Day Care	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)
HCBS	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)
HCBS	Adult Day Health	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health." (NAPIS_5_2010)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS	Chore	1 Hour	Individual	Unit Cost	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person. (NAPIS_5_2010)
HCBS	CLP	1 Unit of Service Received (varies)	Individual	Line Item	The Community Living Program is a program that helps individuals who are not eligible for Medicaid, but at imminent risk of nursing home placement and spend-down to Medicaid, to remain at home and in the community and have access to flexible, consumer-directed services.
HCBS	Community Living Program: Monitored Living Solution Installation	1 Installation	Individual	Line Item	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS	Community Living Program: Monitored	1 Month	Individual	Line Item	Monitoring of technology designed to provide in-home or off-site monitoring
HCBS	Congregate Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010)
HCBS	Emergency Response - Monitoring	1 Month	Individual	Unit Cost	Monitoring of an in-home electronic support system which provides 2-way communication to geographically and socially isolated individuals, enabling them to remain in their own homes. The electronic system provides 24-hour-a-day access to a medical control center on a daily basis. (DAS)
HCBS	Emergency Response Installation	1 Installation	Individual	Unit Cost	Installation of an in-home electronic support system which provides 2-way communication to geographically and socially isolated individuals, enabling them to remain in their own homes. (DAS)
HCBS	Exercise/Physical Fitness	1 Session	Individual/Group	Line Item	Provision of activities which promote health, wellness, mobility, and flexibility, including specialized exercises/workouts for persons with disabilities or mobility limitations. (DAS)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS	Financial Management Services	1 month	Individual	Line Item	Financial Management Services are participant directed supports that make financial transactions on behalf of self directing individuals in accordance with spending plans, authorization and program rules. These services can include managing funds; processing payroll, vendor and consumer reimbursements; filing and paying state and federal taxes; and purchasing worker's compensation insurance.
HCBS	Friendly Visiting	1 Visit	Individual	Line Item	Visiting an individual in their place of residence in order to reduce social isolation; may include letter writing, reading, interpreting and/or translating business and personal correspondence. (DAS)
HCBS	HCBS Services as appropriate	Varies with specific service selected	Individual	Varies with specific service selected	NOTE: Select the HCBS service to be authorized to the HCBS Caregiver Category based on the Caregiver Program Standards. If ILIE funds are utilized, the caregiver is the client and a care receiver must be documented in the client file prior to any units added to HCBS service logs.
HCBS	Health Promotion and Disease Prevention - Group	1 Session	Staff Activity Logs document Group Services including Lifestyle Management, Nutrition Education, Physical Activity, & Public Awareness/Prevention	Line Item	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS SERVICES	Health Risk Assessments and Screenings	1 Contact	Individual	Line Item	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for appropriate

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCB SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010) May include assistive technology for dining. (DAS)
HCBS	Home Management	1 Hour	Individual	Line Item	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs). (DAS)
HCBS	Home Modification/ Home Repair	1 Job Completed	Individual	Line Item	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. May also include the purchase and installation of <i>assistive technology or devices</i> , such as locks, smoke detectors, tub rails, improved lighting, etc. <i>For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.</i> (DAS)
HCBS	Home Sharing/ Roommate Match	1 Match	Individual	Line Item	Services that facilitate the matching of older individuals with suitable, appropriate individuals, who will live together in a residential setting, each person having private space and shared common areas such as the kitchen, living, and dining rooms. (DAS)
HCBS	Homemaker	1 hour	Individual	Unit Cost Voucher	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (NAPIS_5_2010)
HCBS	Material Aid	1 Contact	Individual	Line Item Voucher	Payments to or on behalf of an older person, caregiver, or relative caregivers raising children for housing/shelter; transportation; utilities; food/meals or groceries; clothing; child safety; eyeglasses; dental care; assistive technology, etc. (DAS)
HCB SERVICES	Medications Management	1 Session	Individual	Unit Cost	Provision of one-on-one screening to prevent incorrect medication use and adverse drug reactions. <i>Provision of assistive technology to support proper medication usage.</i> (DAS)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCB SERVICES	Nutrition Counseling	1/4 hour (database converts to 1 Hour for NAPIS)	Individual	Line Item	"Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietician, and addresses the options and methods for improving nutrition status." (NAPIS_5_2010)
HCB SERVICES	Nutrition Education	1 Session	Individual/Group	Line Item	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. (NAPIS_5_2010) (Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log)
HCB SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS	Personal Care	1 hour	Individual	Unit Cost	Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues. (NAPIS_5_2010)
HCBS	Respite Care - In-Home	1 hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) In-Home Respite (personal care, homemaker, and other in-home respite). (NAPIS_5_2010).

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS	Respite Care-Out of Home	1 Hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) Respite, In-home (see above), 2) respite provided by attendance of the care recipient at a senior center or other nonresidential program, 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver. Respite Care for Kinship Care (grandparents and other relative caregivers caring for children includes summer camps, child care or after school care. (DAS) (NAPIS_5_2010).
HCBS	Senior Recreation	1 Session	Individual	Line Item	Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.
HCBS	Support Group	1 Session	Individual	Line Item	Individual clients documented. Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health care professional, or both.
HCBS	Telephone Reassurance	1 Contact	Individual	Line Item	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety. (DAS)
HCBS	Transportation	1 One-Way Trip	Individual	Unit Cost Voucher	"Transportation from one location to another. Does not include any other activity." (NAPIS_5_2110)
HCBS	Transportation	1 One-Way Trip	Group	Unit Cost Voucher	"Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity." (NAPIS_5_2110)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS	Transportation (DHS Unified)	1 One-Way Trip	Individual	Unit Cost	Provision of DHS Unified transportation as a means of transporting clients from one location to another. Does not include any other activity. (DAS)
HCBS	Transportation (DHS Unified)	1 One-Way Trip	Group	Unit Cost Voucher	"Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity." (NAPIS_5_2110)
HCBS	Transportation (Assisted)	1 One-Way Trip	Individual	Unit Cost	"Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation." (NAPIS_5_2010)
Caregiver	Adult Day Care	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010)
Caregiver	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)
Caregiver	Adult Day Health	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health." (NAPIS_5_2010)
Caregiver	Care Consultation	1 Contact	Individual	Line Item	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete 2 contacts within months 1-3; 1 contact during months 4-6, and one contact, every 3 months after the six month interval, up to one year.

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
Caregiver	Case Management	1/4 hour (database converts to 1 Hour for NAPIS)	Individual	Unit Cost	"Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required." (NAPIS_5_2010) Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.
Caregiver	Community Education - Public Event	1 Session	Group	Line Item	Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information. Examples include but are not limited to health fairs, and caregiver conferences.
Caregiver	Community Education - Chronic Disease Self-Management Program	1 Session	Individual	Line Item	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
Caregiver	Congregate Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010)
Caregiver	Counseling	1 Session	Individual	Line Item	"Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups and caregiver training (of individual caregivers and families)." NAPIS_5_2010 Providing individual guidance and assistance with problem resolution by professionally qualified paid or volunteer staff to older persons or grandparents raising grandchildren. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. (DAS) This service can be provided to relative caregivers of children.

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
Caregiver	Financial Management Services	2 month	Individual	Line Item	Financial Management Services are participant directed supports that make financial transactions on behalf of self directing individuals in accordance with spending plans, authorization and program rules. These services can include managing funds; processing payroll; vendor and consumer reimbursements; filing and paying state and federal taxes; and purchasing worker's compensation insurance.
Caregiver	Health Risk Assessments and Screenings	1 Contact	Individual	Line Item	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for appropriate
Caregiver	Home Delivered Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010) May include assistive technology for dining. (DAS)
Caregiver	Home Modification/Home Repair	1 Job Completed	Individual	Line Item	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. May also include the purchase and installation of assistive technology or devices, such as locks, smoke detectors, tub rails, improved lighting, etc. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches. (DAS)
Caregiver	Homemaker	1 hour	Individual	Unit Cost Voucher	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (NAPIS_5_2010)
Caregiver	Material Aid	1 Contact	Individual Group	Line Item Voucher	Payments to or on behalf of an older person, caregiver, or relative caregivers raising children for housing/shelter: transportation; utilities; food/meals or groceries; clothing; child safety; eyeglasses; dental care; assistive technology , etc. (DAS)
Caregiver	Personal Care	1 hour	Individual	Unit Cost	Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues. (NAPIS_5_2010)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
Caregiver	Respite Care - In-Home	1 hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) In-Home Respite (personal care, homemaker, and other in-home respite). (NAPIS_5_2010).
Caregiver	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) Respite, In-home (see above), 2) respite provided by attendance of the care recipient at a senior center or other nonresidential program, 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver. Respite Care for Kinship Care (grandparents and other relative caregivers caring for children includes summer camps, child care or after school care. (DAS) (NAPIS_5_2010).
Caregiver	Support Group	1 Session	Group	Line Item	Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health professional, or both.
Caregiver	Telephone Reassurance	1 Contact	Individual	Line Item	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety. (DAS)
Kinship Care	Care Receiver Supervision	1 Session	Group	Line Item	Watchful oversight for care receivers while Kinship Caregiver participate in other program activities
Kinship Care	Community and Public Education	1 Session	Group	Line Item	Contacts with several current or potential kinship caregivers, or the general public, to inform them of service availability or provide general Kinship Care program information
Kinship Care	Special Event	1 Session	Group	Line Item	Special events such as advocacy, arts & crafts, recognitions or celebrations, and sporting events, etc.
Kinship Care	Material Aid/Child Safety	1 Session	Group Individual	Line Item Voucher	Payments to or on behalf of kinship caregivers raising children for items such as groceries, clothing, back to school supplies, holiday resources, that are provided in a group setting.

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
HCBS Services

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
Kinship Care	Training	1 Session	Group	Line Item	Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.
Kinship Care	Tutoring	1 Session	Group	Line Item	Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages. (DAS)
Kinship Care	Caregiver Conferences and Workshops	1 Session	Group	Line Item	Targeted information and/or interactive sessions for kinship caregivers that have a formal theme and agenda, at least one primary speaker or session, and are of at least four hours duration, inclusive of all activities.
Kinship Care	Support Group	1 Session	Individual	Line Item	Individual clients documented. Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health care professional, or both.
SCSEP	SCSEP	1 Enrollment or 1 Placement	Individual	Line Item	Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities. (DAS)

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Adult Protective Services

<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
ADULT PROTECTIVE SERVICES	Intake	1 contact	Individual	N/A	A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of a disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation; provided intervention (limited telephone case management) or for information and referral.
ADULT PROTECTIVE SERVICES	Investigation	1 contact	Individual	N/A	For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report substantiated cases to law enforcement and to prevent further maltreatment of the adult at risk.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.

Note: This program is administered by DAS

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Public Guardianship Office

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.

Note: This program is administered by DAS

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Forensics Special Investigation Unit

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
FSIU	Case Consultation, Technical Assistance	1 Person	N/A	N/A	Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal & death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.
FSIU (EAP)	Information and Outreach	1 Session	N/A	N/A	Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect & exploitation of older adults and adults with disabilities.

Note: This program is administered by DAS

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Evidence Based Programs

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
HCBS SERVICES	Community Education - CDSMP	1 Session	Individual	Line Item	A Stanford University evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more. (DAS)
				Line Item	A Stanford University evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.

DIVISION of AGING SERVICES
Taxonomy of Service Definitions
Evidence Based Programs

HCBS SERVICES	Community Education - Matter of Balance	1 Session	Individual	Line Item	Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.
HCBS SERVICES	Community Education - Powerful Tools for Caregivers (PTC)	1 Session	Individual	Line Item	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS SERVICES	Community Education - Tai Chi for Health	1 Session	Individual	Line Item	Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.
HCBS SERVICES	TCARE	1 Session	Individual	Line Item	An evidence-based protocol designed to enable care managers to more effectively support family caregivers by efficiently targeting services to their needs and strengths. TCARE guides care managers through an assessment and care planning process that helps them examine the sources and types of stress that the caregiver is experiencing. Follow-up session (re-assessment) required at six months after initial assessment.

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE
3. AREA PLAN-PROVIDER SERVICE DETAIL REPORT
4. EVIDENCE BASED PROGRAM ADDENDUM
5. COST SHARING POLICY

STATEMENT OF SERVICE

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2022

Area Plan Version 1

Three Rivers Region AAA

AAA:

Provider: Villa Rica Senior Center

Program: HCBS - Nutrition Services									
Service: Home Delivered Meals									
NSIP - SSBG Supplemental (Unit Cost)	\$4,729.00	\$0.00	\$4,729.00	\$0.00	\$4,729.00	\$0.00	\$4,729.00	\$0.00	8
NSIP - ACL (Line Item)	\$12,789.00	\$0.00	\$12,789.00	\$0.00	\$12,789.00	\$0.00	\$12,789.00	\$0.00	
NSIP - State (Unit Cost)	\$0.00	\$18,305.00	\$18,305.00	\$0.00	\$18,305.00	\$0.00	\$18,305.00	\$0.00	15
NSIP - State (Unit Cost)	\$12,249.00	\$721.00	\$12,970.00	\$1,441.00	\$14,411.00	\$0.00	\$14,411.00	\$0.00	20
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,115.00	\$17,115.00	
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,403.20	\$18,403.20	15
Service Total:	\$29,767.00	\$19,026.00	\$48,793.00	\$1,441.00	\$50,234.00	\$0.00	\$85,956.00	\$85,956.00	
Program Total:	\$29,767.00	\$19,026.00	\$48,793.00	\$1,441.00	\$50,234.00	\$0.00	\$85,956.00	\$85,956.00	
Program: HCBS - Senior Centers									
Service: Congregate Meals									
NSIP - ACL (Line Item)	\$15,588.00	\$0.00	\$15,588.00	\$0.00	\$15,588.00	\$0.00	\$15,588.00	\$0.00	
NSIP - ACL (Line Item)	\$29,484.00	\$1,735.00	\$31,219.00	\$3,469.00	\$34,688.00	\$0.00	\$34,688.00	\$0.00	47
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,463.20	\$21,463.20	
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,862.50	\$54,862.50	60
Service Total:	\$45,072.00	\$1,735.00	\$46,807.00	\$3,469.00	\$50,276.00	\$0.00	\$126,602.76	\$126,602.76	
Program Total:	\$45,072.00	\$1,735.00	\$46,807.00	\$3,469.00	\$50,276.00	\$0.00	\$126,602.76	\$126,602.76	
Provider Total:	\$74,839.00	\$20,761.00	\$95,600.00	\$4,910.00	\$100,510.00	\$0.00	\$212,558.76	\$212,558.76	



Area Plan Budget Provider Service Detail

Villa Rica Senior Center

HCBS - Nutrition Services

Home Delivered Meals

Funding Source	Start Date	End Date	Budget Revenue	% of YTD Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - SSBG	07/01/2021	06/30/2022	\$ 4,730.40	\$ 0.00	8.00	\$ 4.32	1,095.00	\$ 4,730.40	\$ 591.30	\$ 4.32
NSIP - ACL (Line Item)	07/01/2021	06/30/2022	\$ 12,789.00	\$ 0.00						\$ 0.00
NSIP - State (Unit Cost)	07/01/2021	06/30/2022	\$ 18,506.88	\$ 0.00	15.00	\$ 4.32	4,284.00	\$ 18,506.88	\$ 1,233.79	\$ 4.32
OAA Title III C2 - Home	07/01/2021	06/30/2022	\$ 14,411.52	\$ 0.00	20.00	\$ 4.32	3,336.00	\$ 14,411.52	\$ 720.58	\$ 4.32
Other (Line Item)	07/01/2021	06/30/2022	\$ 17,115.00	\$ 0.00						\$ 0.00
Other (Unit Cost)	07/01/2021	06/30/2022	\$ 18,403.20	\$ 0.00	15.00	\$ 4.32	4,260.00	\$ 18,403.20	\$ 1,226.88	\$ 4.32
Service Subtotal			\$ 85,956.00		58.00		12,975.00	\$ 56,052.00	\$ 3,772.55	\$ 17.28
Program Subtotal			\$ 85,956.00		58.00		12,975.00	\$ 56,052.00	\$ 3,772.55	\$ 17.28

HCBS - Senior Centers

Congregate Meals

Funding Source	Start Date	End Date	Budget Revenue	% of YTD Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - ACL (Line Item)	07/01/2021	06/30/2022	\$ 15,588.00	\$ 0.00						\$ 0.00
OAA Title III C1 -	07/01/2021	06/30/2022	\$ 34,689.06	\$ 0.00	47.00	\$ 7.98	4,347.00	\$ 34,689.06	\$ 738.07	\$ 7.98
Other (Line Item)	07/01/2021	06/30/2022	\$ 21,463.20	\$ 0.00						\$ 0.00
Other (Unit Cost)	07/01/2021	06/30/2022	\$ 54,862.50	\$ 0.00	60.00	\$ 7.98	6,875.00	\$ 54,862.50	\$ 914.38	\$ 7.98
Service Subtotal			\$ 126,602.76		107.00		11,222.00	\$ 89,551.56	\$ 1,652.45	\$ 15.96
Program Subtotal			\$ 126,602.76		107.00		11,222.00	\$ 89,551.56	\$ 1,652.45	\$ 15.96
Villa Rica Senior Center			\$ 212,558.76		165.00		24,197.00	\$ 145,603.56	\$ 5,425.00	\$ 33.24

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

Provider Collection and Payment:

Providers will develop and implement cost share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

Home-Delivered Meals

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Congregate Meals/Senior Center Services

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Three Rivers GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

In-Home Services (Homemaker, Personal Care, Respite Care)

The provider of in-home services will mail a monthly statement to individuals to collect any cost share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Termination of Service

The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF VILLA RICA-PARKS & REC DEPT - SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-045-02-AAA-2022** between TRRC and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
 - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services.**
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented**.
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L -2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.
- Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.
- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations.**
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom **such information relates**.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

M. TRRC agrees that it will:

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

15. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, **protections are extended to such information, in accordance with the termination provisions in this section.**

A. Termination for Cause. Upon TRRC's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:

- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
- If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
- Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- This Effect of Termination section survives the termination of the Agreement.

16. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

17. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

18. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY: _____
SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

ATTACHMENT L-1

List of Individuals Permitted to Receive, Use and Disclose TRRC PHI

The following Position and Titles, as employees and/or representatives of Contractor, need access to TRRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary.

If this is not applicable please mark the first line below with N/A.

-
-
-
-
-
-

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and TRRC:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by TRRC HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to TRRC. Use of TRRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to TRRC Project Leader Contact- Emily Rogers erogers@threeriversrc.com or LeeAnn Davis ldavis@threeriversrc.com

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described In the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers (erogers@threeriversrc.com) or LeeAnn Davis (ldavis@threeriversrc.com) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.

Security and Immigration Compliance Affidavits

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Three Rivers Regional Commission on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202_ in _____ (city), Georgia (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202_.

NOTARY PUBLIC

My Commission Expires:

Brian Kemp
Governor



Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”

Address: 2 Peachtree Street, NW, Suite 30.450

Atlanta, Georgia 30303-3142

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<i>Name and Title of Authorized Representative</i>	<i>Signature</i>	<i>Date</i>

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for 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 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.
2. 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, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Official Authorized to Sign

Date: _____

Printed Name and Title of Official Authorized to Sign



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Set Dates for 2021 Cleanup Week

AGENDA DATE: September 21, 2021

DATE PREPARED: September 13, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To set the dates for the 2021 cleanup week.

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

STAFF RECOMMENDATION: Staff recommends we hold our 2021 cleanup week from Monday, October 18 to Friday, October 22. We also recommend that we designate Wednesday, October 01 as the day that we will pick up appliances from qualifying seniors. We don't recommend that we expend any funds to promote the event, using instead Facebook, our website, flyers in our buildings, and a note on the utility bill.

IMPACT:

MOTION: I move to establish the week of October 18 as our annual cleanup week, with Wednesday, October 20 designated as the day we provide special assistance to seniors with appliance pickup.

AMENDMENT TO VILLA RICA ORDINANCE

WHEREAS, the City of Villa Rica Code of Ordinances contains provisions entitled "Traffic Calming Program"; and

WHEREAS, the Mayor and Council do desire to amend the terms of said ordinance.

NOW, THEREFORE BE IT HEREBY ORDAINED that Sec. 22-127. – Procedure. be deleted in its entirety and replaced with the language set forth below:

Sec. 22-127. Procedure.

- (a) *Petition for traffic calming device.* To have a traffic calming device installed in City of Villa Rica, a petition must be submitted to community development. All of the property owners in the subdivision or defined service area shall be contacted and given opportunity to sign this petition, indicating "yes" or "no" concerning the installation of traffic calming devices. In the event of joint ownership of a lot, either owner may sign. Owners must sign individually. This includes owners of undeveloped lots; renting tenants are not an acceptable substitute for the legal homeowner. No signature will be withdrawn from the petition after it is filed with community development. The purpose of the witness' signature is to verify the signatures of the property owners. The percentages will be calculated, based on individual lots where owners' sign affirmatively, divided by the total number of lots in the platted subdivision. Each lot counts as only one vote, regardless of the number of owners signing. If lots require more than one signature and do not have a unanimous vote, the vote will not be counted. At least 60 percent of the lots must vote in favor of the traffic calming device before petitions can be reviewed by community development. Once the petition is signed, notarized and returned to community development, it will be checked against tax records and land lot maps to insure it meets all requirements. For subdivisions not completely built out, a minimum of 60 percent of the total units within the subdivision must be occupied before a petition for the installation of traffic calming devices will be considered, and a minimum of 80 percent of the total units must be occupied before a petition for the removal of the devices will be considered.
- (b) *Speed criteria.* Community development traffic studies must find a speeding problem does exist. The speed study will provide the 85th percentile speed, which must prove speeds are at least ten mph over the posted speed limit of 25 mph. The 85th percentile speed is an excellent indicator of street character and is used by nearly all states and cities for establishing regulatory speed limits.
- (c) *Removal process.* Removal of traffic calming devices can proceed if the city is presented a petition requesting that the devices be removed. The petition must be completed following the same criteria defined in section 22-127(a). Such a petition for removal will only be considered after traffic calming devices have been in place for a period of at least one year.

- (d) *Design review process.* All designs submitted to community development for traffic calming devices must meet all the requirements listed in sections 22-121, 22-124 and 22-125. Community development will review (allow up to 60 days) and possibly require modifications to the design. Once community development approves the design, it will be forwarded to the Villa Rica City Council for their consideration.

IT IS HEREBY ORDAINED on this the ____ day of _____, 2021.

Gil McDougal, Mayor
City of Villa Rica

Attest:

Alisa Doyal, City Clerk