

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

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

October 26, 2021 | 3:00 PM

Meeting Call to Order (Mayor Gil McDougal)

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

Adoption of the Agenda (Mayor Gil McDougal)

A. Community Development (Bobby Elliott, Director)

1. RA-08-21 - Rezoning of Parcels V05 0180062 and V05 0180085 on Mirror Lake Boulevard and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
2. RA-09-21 - 384 Mirror Lake Boulevard Rezoning and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
3. Appeal of Decision by the Planning Commission for PLAT-04-21 - Parcel #s 01720250035, 01720250003 & 01730250010 (Ron Johnson, Planning and Zoning Specialist)

B. Finance (Jennifer Hallman, Finance Director)

1. Authorize agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low Income Household Water Assistance Program Agreement.
2. Approve terms & conditions of the Public Safety Officials and First Responders Supplement from the State

C. Governing Body (Mayor Gil McDougal)

1. Employee Vaccination Incentive Discussion - Councilwoman Leslie McPherson

D. Executive Session (C. David Mecklin, City Attorney)

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

Adjournment



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-08-21 – Parcel #: V05 0180085 and V050180062; Mirror Lake Boulevard at Shoreline Parkway Rezoning

AGENDA DATE: October 26, 2021

DATE PREPARED: October 13, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Fuqua Acquisitions II, LLC of Atlanta, GA has requested a rezoning of two undeveloped properties totaling 55-acres from Industrial Medium-Density to Single-Family Attached (SFA), Commercial Medium-Density (C2) and Multifamily Medium-Density (MF2).

BACKGROUND: The applicant proposes a mixed use development on three parcels fronting Mirror Lake Boulevard at Shoreline Parkway. The project consists of 18.9 acres dedicated to commercial space, 255 townhome units and 208 multifamily units. The project will be adjacent to the Arbour Valley Development multifamily development and will straddle the proposed Mirror Lake Connector road between Mirror Lake and the Downtown. A grocer, several restaurant pad sites and a retail strip center is proposed along Mirror Lake Boulevard. This project also includes RA-09-21, which is a property to the north of the subject two properties and is included within this development. The parcels were previously zoned General Industrial (GI) under the Unified Development Code and was laterally rezoned to I2 upon the citywide rezoning in 2020. No variances have been applied for.

STAFF RECOMMENDATION: Staff recommends **Approval w/ Conditions**.

Conditions:

1. Approval contingent upon the recording of the final survey identifying the proposed parcel boundaries.

PLANNING COMMISSION: APPROVAL (4-0)

MOTION:

I move to approve the rezoning request from Fuqua Acquisitions II, LLC of Atlanta, GA for a rezoning from I2 to MF2, C2 and SFA, as outlined by the submitted Site Plan dated September 7, 2021 by Haines Gipson & Associates with conditions as outlined by staff.



APPLICATION TO REZONE PROPERTY

**Located in Villa Rica, GA
Mirror Lake Boulevard at Shoreline Parkway**

**Submitted By:
Fuqua Development, LP
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305**



Table of Contents

Zoning Map Amendment Application

Owners Affidavit

Written Statement

Conceptual Site Development Plan

Conceptual Architectural Theme/Material Exhibits



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: September 13, 2021

APPLICANT

Applicant Name: Fuqua Acquisitions II, LLC

Address: 3575 Piedmont Rd., NE Ste 800 City: Atlanta State: GA Zip Code: 30305

Phone: 404-907-1709 Fax: _____ Email: Jeff.Fuqua@fuquadev.com

Agent Name: Jeff Fuqua

Address: 3575 Piedmont Rd., NE Ste 800 City: Atlanta State: GA Zip Code: 30305

Phone: 404-907-1709 Fax: _____ Email: Jeff.Fuqua@Fuquadev.com

Owner Name (If different from applicant): David R. Schoerner and DMS Columbia Dr. ,LLC d|b|a Schoerner Enterprises, Joint Venture Address: 125 Wind Song Court City: Carrollton State: GA Zip Code: 30117

Phone: 404-583-1183 Fax: _____ Email: drs1850@aol.com

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: Industrial Low Density (I1)

Requested Zoning:

C2-Medium Density Commercial
SFA - Single Family Attached
MF2 - Medium Density Multi-Family

Property Address: Tax Parcels V05_0180085, V05_0180062 City: Villa Rica State: GA Zip Code: 30180

Nearest Intersection: Mirror Lake Blvd & Shoreline Parkway

Present Use of Property: Undeveloped Land

Proposed Use: General Commercial, Retail, Grocery, Multi Family and Townhomes

Size of Tract 55 Acres Land Lot Numbers: 176 Districts: 2nd District

Gross Density: SFA 17.4 units/acre MF2 19.36 units/acre Net Density _____ Unit(s) Per Acre

Property Tax Parcel Number: V05-0180085, V05-0180062



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

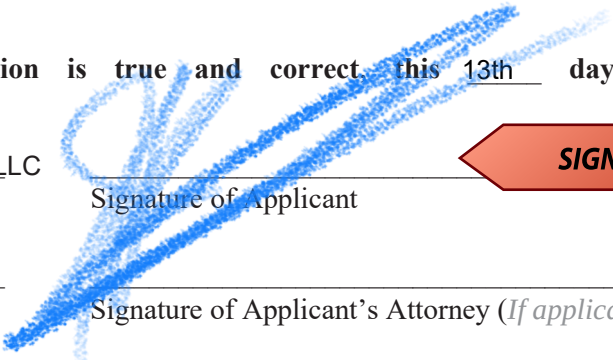
REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL ZONING MAP AMMENDMENT

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- X 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.
- X 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).
- X 3. A written statement describing the following:
- a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- N/A 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 13th day of September, 2021.

Jeff Fuqua, President - Fuqua Acquisitions II, LLC
Applicant's Name – Printed


Signature of Applicant

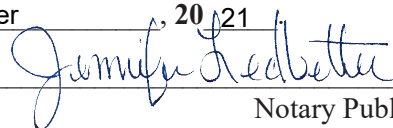
SIGN HERE

Applicant's Attorney (If applicable) – Printed

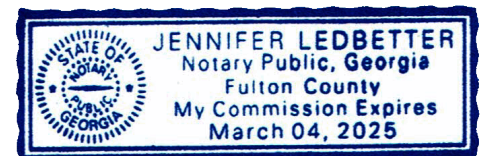
Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this 13th day of September

2021


Notary Public

¹ APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.

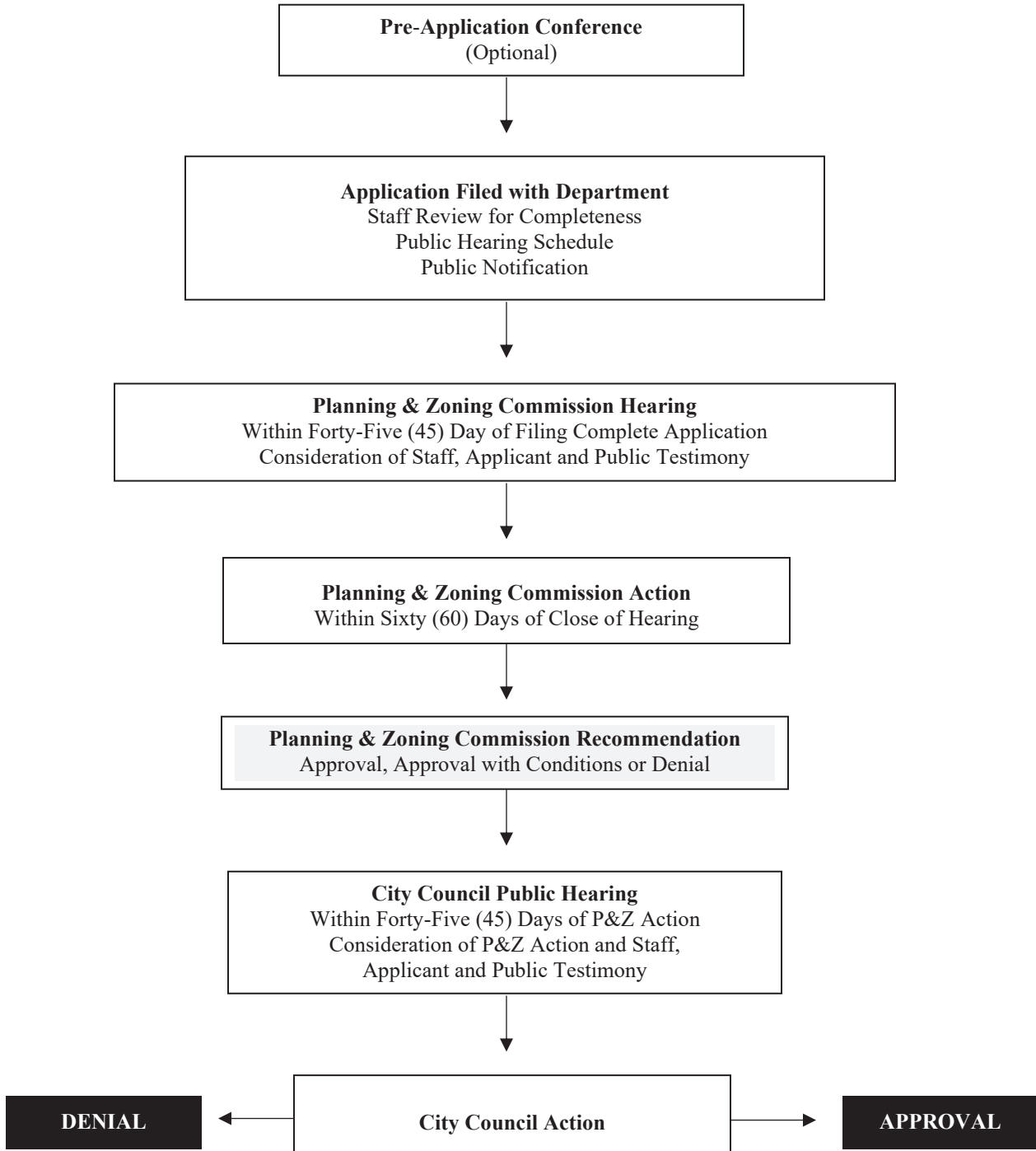




Case # _____

REZONING APPLICATION REVIEW

PROCESS





THE CITY OF VILLA RICA

CONTACT US

Community Development Directory/City Engineer <i>Bobby C. Elliott, P.E.</i>	(678) 840-1213	belliott@villarica.org
Deputy Community Development Directory <i>Chris Montesinos</i>	(678) 840-1237	cmontesinos@villarica.org
Administrative Assistant <i>Kirsten Pilgrim</i>	(678) 840-1219	kpilgrim@villarica.org
Licensing & Permitting Specialist <i>Nyree Simpson</i>	(678) 840-1224	nsimpson@villarica.org
Licensing & Permitting Clerk <i>Whitney Cox</i>	(678) 840-1230	wcox@villarica.org
Planning & Zoning Specialist <i>Ronald Johnson</i>	(678) 840-1238	rjohnson@villarica.org
Building Inspector/Site Plan Review <i>Peggy Allen</i>	(678) 840-1231	pallen@villarica.org
Code Enforcement Officer <i>Robert Francis</i>	(678) 840-1215	rfrancis@villarica.org
Code Enforcement Officer <i>Travell Daniels</i>	(678) 840-1215	tdaniels@villarica.org
Code Enforcement Officer/Site Inspector <i>Charlie Marlar</i>	(678) 840-1215	cmarlar@villarica.org

AUTHORIZATION OF PROPERTY OWNERS

Name of owner(s) DAVID R. SCHOERNER AND DMS COLUMBIA DR., LLC
d/b/a SCHOERNER ENTERPRISES, JOINT VENTURE

Address 125 WIND SONG COURT
CARROLLTON, GEORGIA 30117

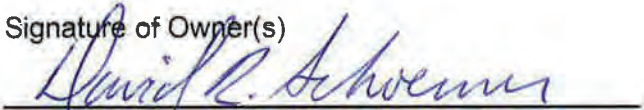
Phone Number 404-583-1183

Name of applicant(s) FUQUA ACQUISITIONS II, LLC

Address FIFTEEN PIEDMONT CENTER
3575 PIEDMONT RD, NE SUITE 800, ATLANTA, GA 30305

Phone Number 404-907-1709

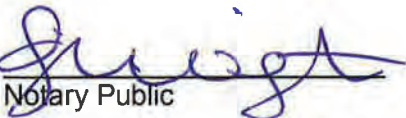
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s) 
DAVID R. SCHOERNER, JOINT VENTURE MANAGING MEMBER

Personally appeared before me

David Roger Schoerner

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

9-7-21
Date



Layer List Legend

Quick Links:

- [Search Records](#)
- [View Map](#)

Layers:

- ☒ Parcels
- ☐ Address Numbers
- ☐ Zip Code
- ☐ City Boundary
- ☐ Information Point
- ☐ Parcel Numbers
- ☐ District
- ☐ Land Lot
- ☐ Yearly Sales
- ☒ Roads
- ☐ USA Major Highways
- ☐ Railroads
- ☐ City Labels
- ☐ Subdivisions
- ☒ Streams and Rivers
- ☐ Streams and Rivers (Small)
- ☐ Streams and Rivers (Large)
- ☐ Lakes
- ☐ Flood Map
- ☐ Parcel Splits
- ☐ State Outlines
- ☒ 2017 Aerial Photos
- ☐ 2016 Aerial Photos
- ☐ 2013 Aerial Photos
- ☐ Google Imagery

[Restore Layer Defaults](#)

Results:

Parcel ID - V05 0180085
 Alt ID - 52235
 Address - MIRROR LAKE BLVD
 Owner - SCHOERNER DAVID & DWS COLUMBIA LLC
 DBA SCHOERNER ENTERPRISES
 Acres - 34
[View Record](#) [Field Definitions](#)

Parcel ID - V05 0180062
 Alt ID - 30758
 Address - MIRROR LAKE BLVD
 Owner - SCHOERNER DAVID & DWS COLUMBIA LLC
 DBA SCHOERNER ENTERPRISES
 Acres - 20
[View Record](#) [Field Definitions](#)



Parcel ID	V05 0180085
Class Code	Industrial
Taxing District	VILLA RICA
Acres	34
Owner	SCHOERNER DAVID & DWS COLUMBIA LLC DBA SCHOERNER ENTERPRISES 125 WINDSONG CT CARROLLTON, GA 30117
Physical Address	MIRROR LAKE BLVD
Assessed Value	Value \$300000
Last 2 Sales	
Date	12/31/2010
Price	0
Reason	PI
Qual	U
	n/a
	0
	n/a



Villa Rica

CARROLL COUNTY, GEORGIA

Written Statement
September 13, 2021

1. PROJECT OVERVIEW

This application is being filed on behalf of the property owners Schoerner (V05 0180062, V05 0180085) and Condon (V05 0180075) located on Mirror Lake Blvd across from Shoreline Parkway. The proposed rezoning will change the current zoning from Industrial Low Density(I1) and Single Family Agricultural (AG) to Single Family Attached Residential (SFA), Multi-Family Medium-Density Residential (MF2) and Commercial Medium Density (C2) according to the Site Development Plan provided. The zoning change will allow a new multi-use development and create new vehicle and pedestrian connectivity for Villa Rica residents. The uniqueness of the development may require variances to the zoning. For instance, the parking standards for commercial parking are below what is typically provided and some flexibility is requested as indicated on the plan. Attached on the following pages are “Conceptual Architectural Theme” drawings that depict potential general design themes and materials that are being considered for use on the project.

Pursuant to Villa Rica Code of Ordinances Appendix B Ch. XI Sec. 11.05, if the project is does not move forward as proposed the City of Villa Rica will initiate a process to revert the zoning to the original zoning through a zoning map amendment.

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;

The new development will include both retail and residential which are consistent with adjacent and nearby properties. Surrounding uses include single family detached subdivisions, light industrial and medium density retail. No detrimental effects are anticipated on the surrounding areas. The proposed residential developments will provide new homes with walkable access to restaurants and services. Applicant will facilitate future ROW dedication for the proposed Mirror Lake Connector (and associated cart path).

b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan

The proposed zoning map amendment is consistent with the intent of the code and the Comprehensive Plan. As specified, the future land use for this site is “Urban Village”. Urban Village is described as “moderate density residential and neighborhoods” and a “traditional neighborhood with a focal point represented by neighborhood commercial development”. The proposed development includes new residential neighborhoods and a commercial hub with grocery, retail and restaurants that are pedestrian accessible.

c. The areas which are most likely to be directly affected by such change and the likely effects.

The project will bring greater desirability to the area, generate additional tax revenues and increase property values. As stated, there are no negative impacts expected in the area as a result of the project. Buffers are planned between commercial and residential to separate uses. Stormwater protection regulations will be followed throughout the life of the project.

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 development supports Villa Rica's continued population growth by offering new housing, conveniences and services. The energy of the proposed development will draw residents of Mirror Lake Neighborhood westward toward downtown and vice versa creating opportunities and conveniences not currently available.

e. The proposed time schedule and phasing for development;

The development is projected to start in late 2022 and complete in late 2024.

f. The source/method for providing utility/infrastructure services to the property;

Water and sewer will be public and provided by the City of Villa Rica. No offsite infrastructure upgrades are anticipated at this time. The new Mirror Lake Connector and ROW 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 project will facilitate ROW dedication for construction of a section of the Mirror Lake Connector to Cleghorn Street. There are 2 new full access drives shown on Mirror Lake Blvd/Punkintown Road and 3 full access drives on the new Mirror Lake Connector. All internal roads and interparcel access drives are part of the overall development.

h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.

The project will be submitted to City of Villa Rica for land disturbance and building permits.



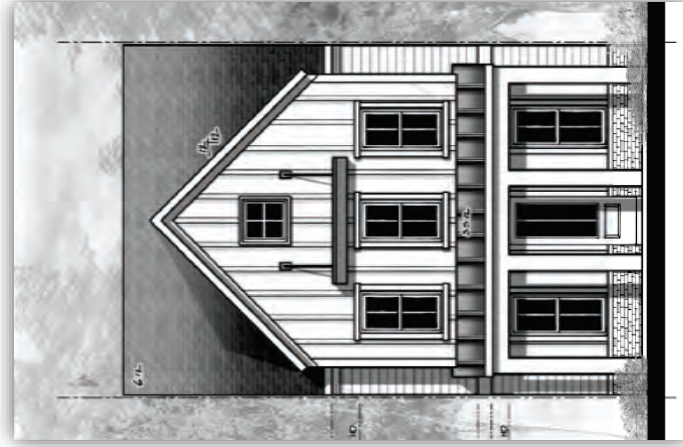
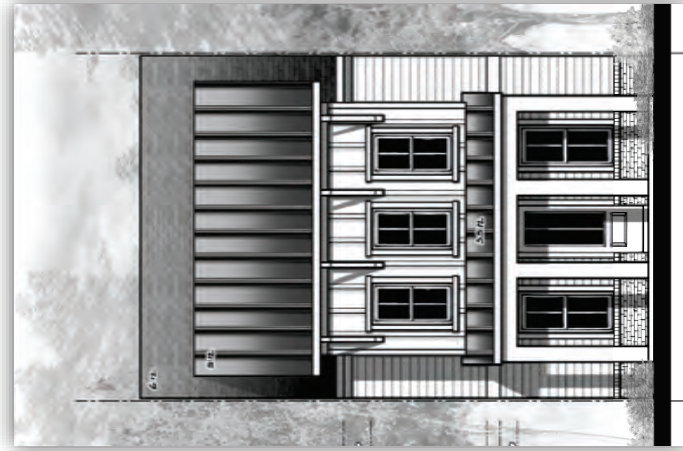
PINEGROVE
COMMUNITIES

Typical Townhome Product

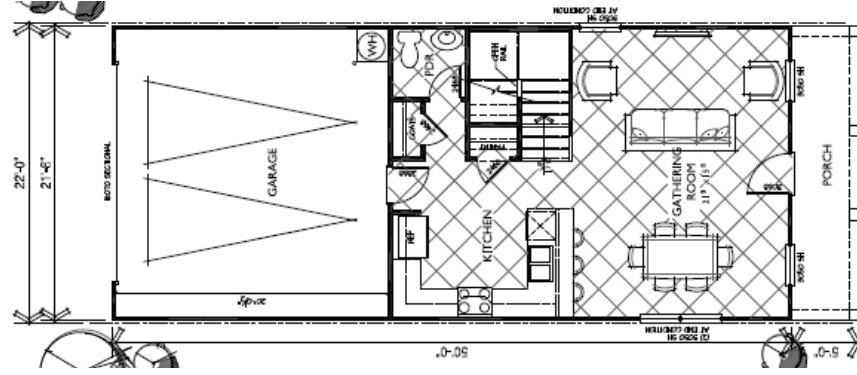
Rear Entry Unit Elevation
22' x 55' – 1,650 SF



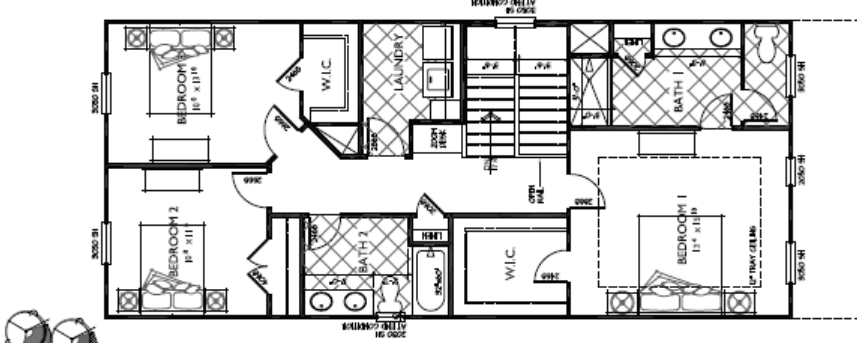
Rear Entry Unit Elevation 2
22' x 55' – 1,650 SF



Rear Entry Unit Floorplan 22' x 55' – 1,650 SF



First Floor

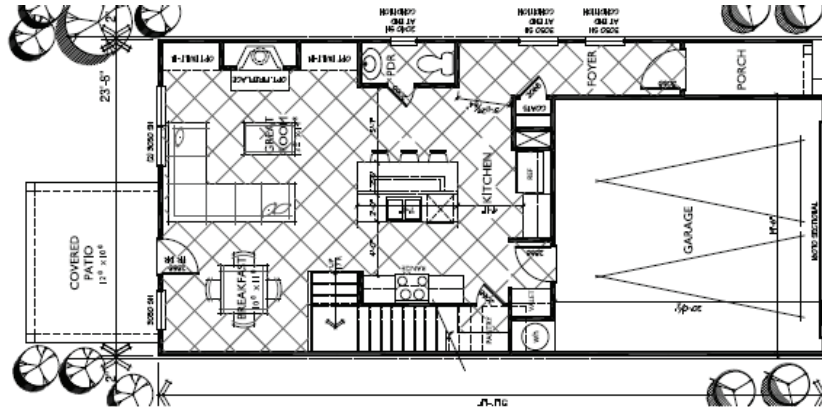


Second Floor

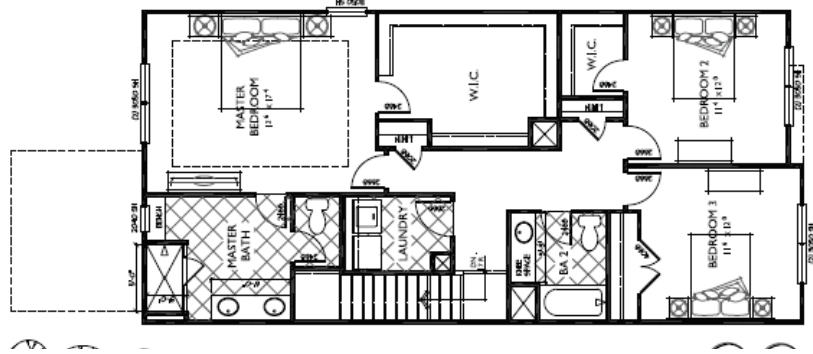
Front Entry Unit Elevation
24' x 50' – 1,850 SF



Front Entry Unit Floorplan 24' x 50' - 1,850 SF



First Floor



Second Floor

Rear Entry Unit Elevation
26' x 50' – 1,950 SF

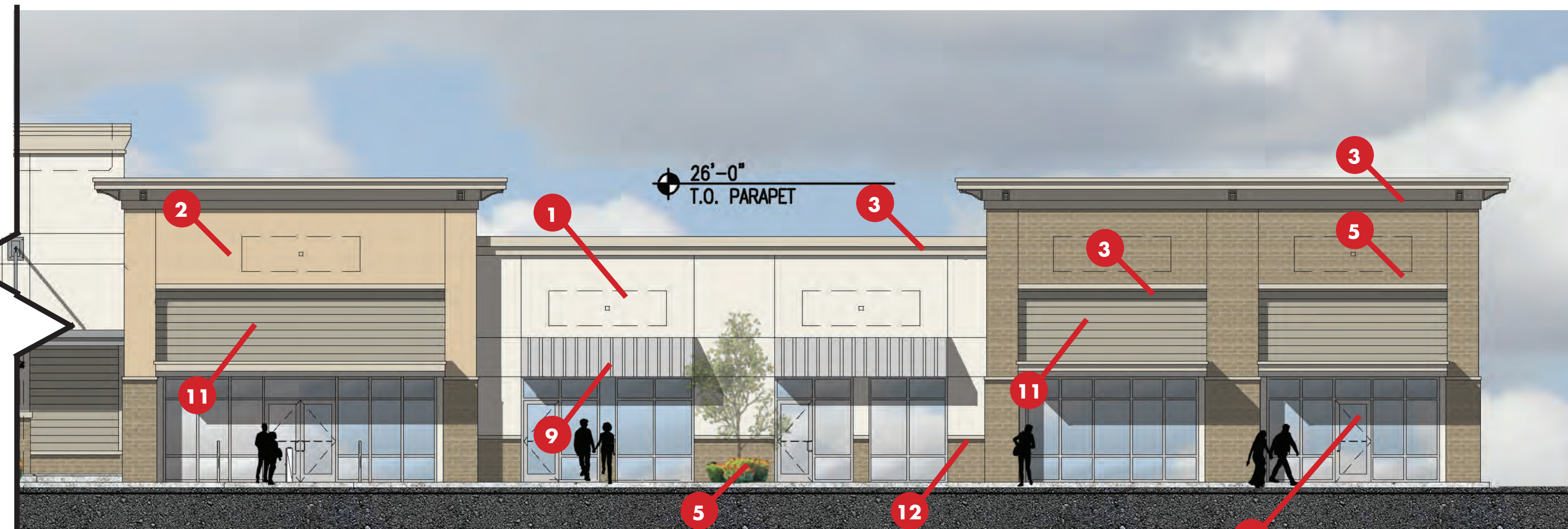
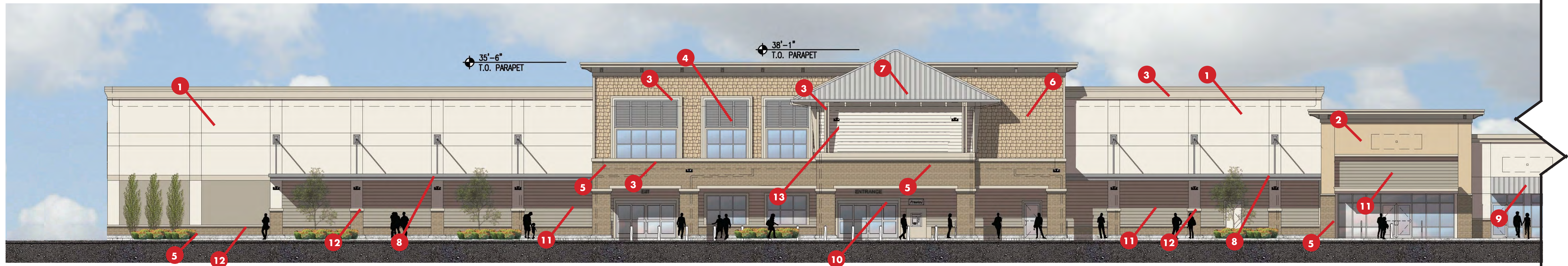


Rear Entry Unit Elevation
30' wide end-unit



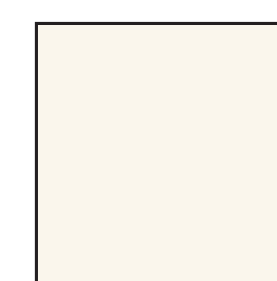
Rear Entry Unit Elevations
5-plex Composite (26' & 30')





FRONT RETAIL ELEVATION

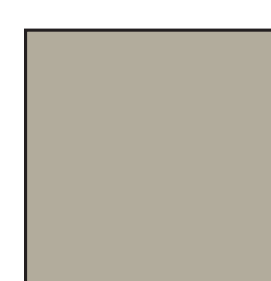
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- 2 Painted Stucco Sherwin Williams SW6120 Believable Buff
- 3 Painted EIFS Sherwin Williams SW7638 Grecian Ivory
- 4 Decorative EIFS "Bahama Shutter" to match SW7664 Steely Gray
- 5 Brick Veneer Acme, Silverado
- 6 Fiber Cementitious Shingle Board Siding to match SW 6120 Believable Buff
- 7 Standing Seam Metal Roof to match Berridge "Zinc Cote"
- 8 Prefinished Aluminum Canopy to match SW7664 Steely Gray
- 9 Aluminum Canopy to match Berridge "Zinc Cote"
- 10 Storefront Clear Anodized Aluminum
- 11 Fiber Cementitious Lap Siding to match Sherman Williams SW7644 Gateway Gray
- 12 4" Bull Nose Pre Cast Concrete Cap
- 13 Fiber Cementitious Lap Siding to match Sherman Williams SW7551 Greek Villa



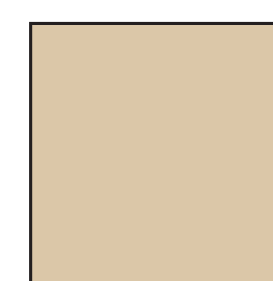
PAINT
SW 7551
GREEK VILLA



PAINT
SW 7638
GRECIAN
IVORY



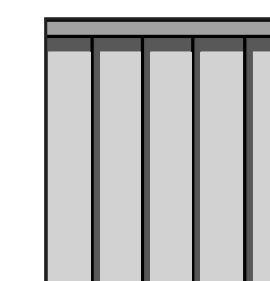
PAINT
SW 7644
GATEWAY
GRAY



PAINT
SW 6120
BELIEVABLE BUFF



BRICK
ACME BRICK
SILVERADO



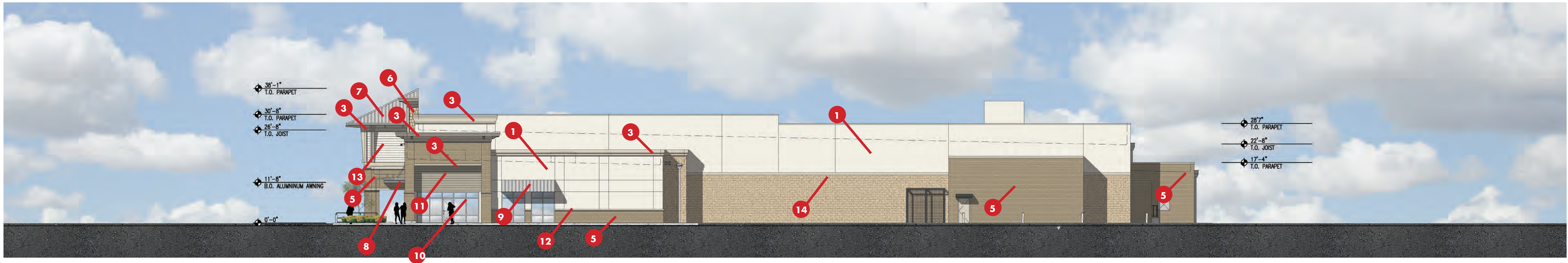
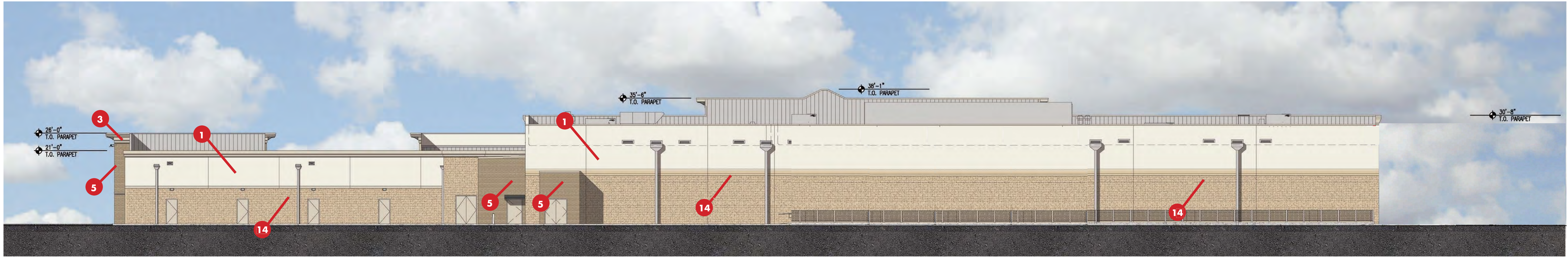
METAL ROOF
ZINC-COTE
STANDING SEAM
METAL ROOF



METAL
SW 7069
IRON ORE
RAILING /
DECORATIVE
ALUM. TUBE



SPLITFACE BLOCK
SW 6120
BELIEVABLE BUFF
SPLITFACE BLOCK



1 Painted Stucco Sherwin Williams SW7551 Greek Villa

2 Painted Stucco Sherwin Williams SW6120 Believable Buff

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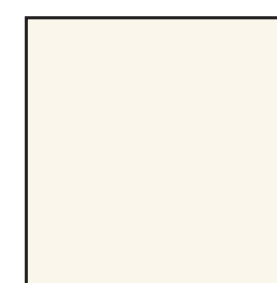
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12 4" Bull Nose Pre Cast Concrete Cap

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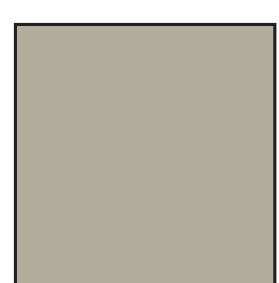
14 Splitface Block to match SW6120 Believable Buff



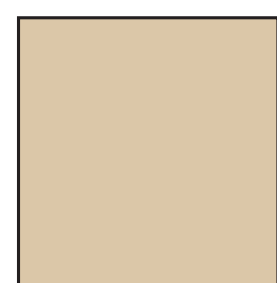
PAINT
SW 7551
GREEK VILLA



PAINT
SW 7638
GRECIAN
IVORY



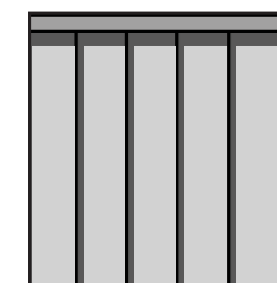
PAINT
SW 7644
GATEWAY
GRAY



PAINT
SW 6120
BELIEVABLE BUFF



BRICK
ACME BRICK
SILVERADO



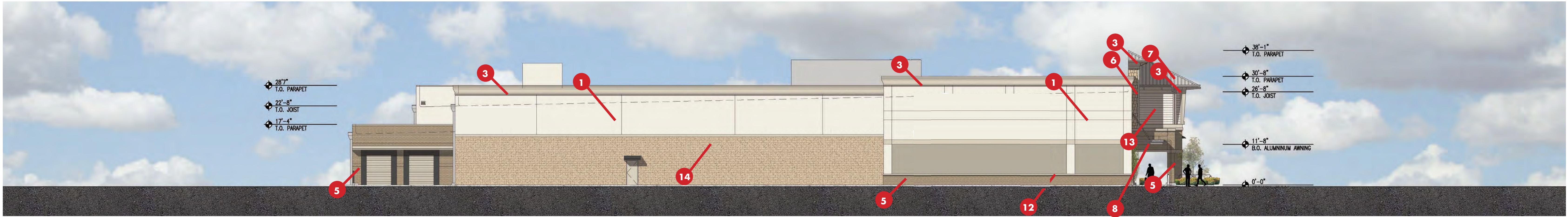
METAL ROOF
ZINC-COTE
STANDING SEAM
METAL ROOF



METAL
SW 7069
IRON ORE
RAILING /
DECORATIVE
ALUM. TUBE



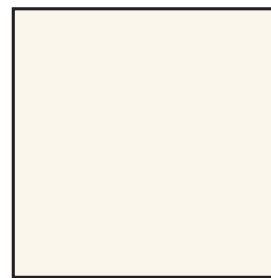
SPLITFACE BLOCK
SW 6120
BELIEVABLE BUFF
SPLITFACE BLOCK



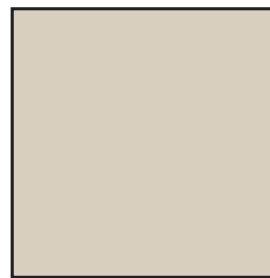
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- 4 Decorative EIFS "Bahama Shutter" to match SW7664 Steely Gray
- 5 Brick Veneer Acme, Silverado
- 6 Fiber Cementitious Shingle Board Siding to match SW 6120 Believable Buff
- 7 Standing Seam Metal Roof to match Berridge "Zinc Cote"

- 8 Prefinished Aluminum Canopy to match SW7664 Steely Gray
- 9 Aluminum Canopy to match Berridge "Zinc Cote"
- 10 Storefront Clear Anodized Aluminum
- 11 Fiber Cementitious Lap Siding to match Sherman Williams SW7644 Gateway Gray
- 12 4" Bull Nose Pre Cast Concrete Cap
- 13 Fiber Cementitious Lap Siding to match Sherman Williams SW7551 Greek Villa

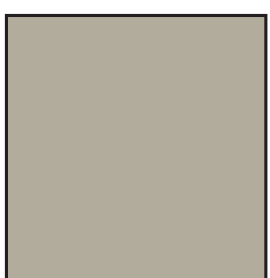
- 14 Splitface Block to match SW6120 Believable Buff



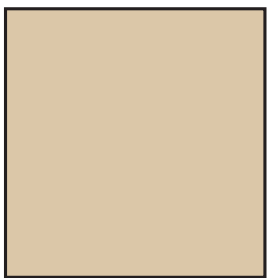
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SW 7551
GREEK VILLA



PAINT
SW 7638
GRECIAN
IVORY



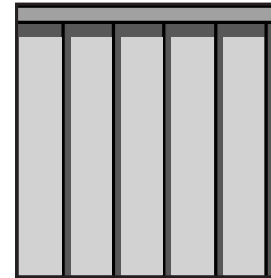
PAINT
SW 7644
GATEWAY
GRAY



PAINT
SW 6120
BELIEVABLE BUFF



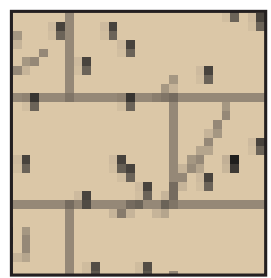
BRICK
ACME BRICK
SILVERADO



METAL ROOF
ZINC-COTE
STANDING SEAM
METAL ROOF



METAL
SW 7069
IRON ORE
RAILING /
DECORATIVE
ALUM. TUBE



SPLITFACE BLOCK
SW 6120
BELIEVABLE BUFF
SPLITFACE BLOCK



October 19th, 2021

Whitney Cox, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Fuqua Acquisitions II, LLC
RA-08-21 and RA-09-21
Mirror Lake Boulevard at Shoreline Parkway
and 384 Mirror Lake Blvd
Land Lot 176, District 2
Parcel #: V05 0180085, V05 0180062, V05 0180075
Acreage: 61.1
Ward: 1
Planning Board Member: Shirley A. Hillsman
City Council Member: Shirley Marchman
City of Villa Rica, Carroll County, Georgia

Dear Ms. Cox:

Fuqua Acquisitions II, LLC (the Applicant) seeks a rezoning from Single-Family Agricultural (AG) and Industrial Medium-Density (I2) to Single-Family Attached (SFA), Commercial Medium-Density (C2) and Multifamily Medium-Density (MF2) in order to construct a multi-family apartment complex with 208 units, a townhome community with 255 units, and an 18.97-acre commercial retail shopping center with five outparcels. The Applicant has not requested any variances. This review is being conducted for both applications as each application depends on the success of the other application. Certain recommendations, technical details and other information may not be directly applicable to each individual application, but applicable to the entirety of the project.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Site Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated September 7th, 2021;
2. Rezoning Application and Application Checklist, notarized and dated September 13th, 2021;
3. Applicant Campaign Disclosure Form, undated;
4. Authorization of Property owners, notarized and dated September 8th, 2021, signed by Delena C. Condon and Clay C. Condon;



5. Authorization of Property owners, notarized and dated September 7th, 2021, signed by David R. Schoerner and DMS Columbia Dr, LLC d/b/a Schoerner Enterprises, Joint Venture;
6. Applicant Written Statement, by an unknown preparer, dated September 13th, 2021 (2 Pages);
7. Document entitled “Pinegrove Communities: Typical Townhome Product” including elevations, undated, by an unknown preparer (9 pages).
8. Document entitled “Design Development” including photos of conceptual architecture for Commercial Development, undated, by an unknown preparer (3 pages).

A. Existing Conditions

The subject properties are located west of Mirror Lake Boulevard. **For the purposes of this review, 384 Mirror Lake Boulevard will be referred to as “Parcel A”, V05 0180062 will be referred to as “Parcel B” and V05 0180085 will be referred to as “Parcel C”.**

All three parcels have direct access and frontage along Mirror Lake Parkway. Parcel A has approximately 342.83’ of frontage, Parcel B has approximately 325.48’ of frontage and Parcel C has approximately 1,120.77’ of frontage along Mirror Lake Boulevard. Parcel A is currently zoned Single-Family Agricultural (AG) and features a single-family home. Parcels B and C are zoned Industrial Medium-Density (I2) while Parcel B and Parcel C are undeveloped.

The subject properties are adjacent to residential uses in the existing Stonehenge subdivision to the north, and the Spyglass Hill section of Mirror Lake subdivision to the east across Mirror Lake Boulevard, both of which are in the city limits. Parcel C also borders an industrial area to the south along Conners Road and Grady Knight Industrial Court as well as the Mirror Lake Shopping Center across Mirror Lake Boulevard to the east. Directly west of Parcel A is a single-residential house, and west of Parcel B is the city’s lift station along Anderson Road, along with a parcel approved in 2020 for 192 residential apartment units by Arbour Communities (Arbour Valley). Parcel C borders Cleghorn Street Park and to the west.

The Town Branch stream borders the rear (western) boundaries of Parcels B and C. No streams are present on Parcel A. No easements have been identified on the site plan.

Surrounding Properties:



TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Parcel A: Single-Family Suburban (R1) Parcel B: Single-Family Agricultural (AG) Parcel C: Industrial Medium-Density (I2)	Parcel A: Suburban Neighborhood Parcel B & C: Urban Village
East	Parcels A & B: Planned Unit Development Parcel C: Planned Unit Development & Commercial Medium-Density (C2)	Parcels A & B: Suburban Neighborhood Parcel C: Suburban Neighborhood & Commercial Activity Area
South	Industrial Medium Density (I2)	Urban Village
West	Parcel A: Single-Family Agricultural (AG) Parcels B & C: Multifamily Medium-Density (MF2)	Parcels A & B: Urban Village Parcel C: Urban Village & Conservation / Open Space



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History



Parcel A was developed with a single-family home in 1993 and is a part of Stonehenge subdivision. The entirety of Parcels B and C are vacant and have been vacant throughout their existence. The Unified Development Code (UDC) zoned Parcel A as Multi-Family (R14) and Parcels B and C as General Industrial (GI). Parcel A was rezoned in 2020 during the citywide rezoning from R14 to Single-Family Agricultural (AG), whereas Parcels B and C were rezoned from GI to Industrial Medium-Density (I2).

The department does not have any records related to land use applications pertaining to these parcels.

C. Proposed Development

The applicant is under contract for the parcels in question with the intent to construct 255 townhome units, 208 multi-family units and an 18.9-acre commercial shopping center within the confounds of the area as described in Section A. The applicant has proposed to rezone Parcel A from AG to Single-Family Attached (SFA) and Commercial Medium-Density (C2); and rezone Parcels B and C from I2 to SFA, C2 and MF2. Approximately 9.8 acres of the proposed development is proposed to be zoned MF2, and 32.98 acres is proposed to be rezoned SFA.

Of the commercial space proposed, a 60,000 sq. ft. grocer, 5,000 sq. ft. of retail space, and 10,000 sq. ft. of restaurant space is proposed within the anchor and shops parcel. Five outparcels are also shown on the plan that would be in addition to the above figures.

The townhomes are proposed to be 50' x 20' units with a 7.7 units per acre density. The applicant's site plan indicates at least two amenities will be installed (clubhouse and pool). The applicant has also submitted sample elevation drawings that indicate multiple townhome sizes ranging from 22' x 55' to a 30' wide unit.

The multi-family housing is proposed to be 21.2 units per acre with three (3) stories. The average square footage per unit is proposed to be 900, and at least 8,950 square feet will be dedicated to amenity space. The applicant has proposed at least one amenity on the site plan, which would consist of a fitness club. Each unit will have two (2) parking spaces.

A new boulevard connecting from Shoreline Parkway to Cleghorn Street and points beyond is a central feature of the development. The applicant has indicated that the project will commence in late 2022 and will be completed in 2023 upon approval.

See Table 2 below for yard and bulk requirements in the C2, MF2 and SFA Zones:

TABLE 2 - BULK REQUIREMENTS – C2 COMMERCIAL MEDIUM-DENSITY ZONE
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	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	2.5	18.9	C
Minimum Lot Width (ft)	150	Unknown	Unknown
Minimum Front Yard Setback (ft)	25 (Mirror Lake Connector) 45 (Mirror Lake Boulevard)	Unknown	Unknown
Minimum Rear Yard Setback (ft)	45	Unknown	Unknown
Minimum Side Yard Setback (ft)	30	Unknown	Unknown
Maximum Building Coverage (%)	50	Unknown	Unknown
Maximum Building Height (ft)	60	Unknown	Unknown
Maximum Impervious Coverage (%)	80	Unknown	Unknown

TABLE 2 - BULK REQUIREMENTS – MF2 MULTIFAMILY MEDIUM-DENSITY ZONE

	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	5	9.8	C
Minimum Lot Width (ft)	150	Unknown	Unknown
Minimum Front Yard Setback (ft)	25 (Mirror Lake Connector) 45 (Mirror Lake Boulevard)	Unknown	Unknown
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	75	Unknown	Unknown
Maximum Building Height (ft)	65	Unknown	Unknown
Maximum Impervious Coverage (%)	75	Unknown	Unknown
Minimum Heated Square Feet (sf)	950	900	NC

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY ATTACHED ZONE

	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	32.98	C
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25 (Mirror Lake Connector) 45 (Mirror Lake Boulevard)	Unknown	Unknown
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	45	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040	1,000	NC

The development is proposed to have city sewer and water. All right-of-ways are required to be at least 50' in width.



Design Standards

The city has design standards for all multifamily and single-family attached units, as well as for commercial buildings in Section 9.03 and Section 9.04, respectively, of the Zoning Ordinance to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The applicant has indicated at least two amenities for the townhomes and one amenity for the multi-family development. A total of three (3) amenities are required for the multi-family units and an additional three (3) amenities are required for the townhomes. The applicant will need to address the amenity requirements prior to approval of the Final Plat. The applicant has not indicated how much open space will be within the development. The ordinance requires a minimum of 5% open space for the commercial parcel, 12% for the townhome parcel and 15% for the multi-family parcel. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

<u>TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE</u>	
<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 for all SFA zoned properties, 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 ordinance permits the following mix of amenities for MF2 zoned properties:

- Swimming pool;
- Golf course or Putting green;
- Resident clubhouse;
- Pet park, minimum of two-thousand (2,000) square feet;
- Community center (meeting room, assembly hall, etc.);
- Community garden with raised beds;
- Rooftop terrace;
- Library/study
 - Computer resource center/internet café
 - Learning center/childcare
- Koi pond/water gardens;
- Nature trails Fitness center and/or recreation building;
- Pocket parks Basketball, volleyball, or other sport court;
- Other amenity approved by city. Two tot lots with a minimum size of five-hundred (500) square feet per lot;
- 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) grill/pit per area;



Offsite Improvements

Several off-site improvements are proposed along Mirror Lake Boulevard. The developer proposes acceleration and deceleration lanes along with sidewalks on Mirror Lake Boulevard and the proposed Mirror Lake Connector. No other off-site improvements are indicated on the plat. The developer also proposes two stormwater management area onsite. A new access route (Mirror Lake Connector) from the downtown area is shown on the Site Plan with associated improvements, including a traffic circle and realignment.

Density

The applicant has proposed a gross density of 7.7 dwelling units per acre (du/acre) for the townhome section of the development and a density of 21.2 for the multifamily component based on the Site Plan submitted. As this development is located within the SFA and MF2 Zones, the maximum density permitted is 17.42 du/acre for the SFA Zone and 19.36 du/acre for the MF2 zone. The development meets the required density in the SFA Zone, but will require a variance to increase the density in the MF2 Zone as proposed.

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*, the SFA Zoning District has a requirement that each townhome has a minimum of 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.

Flood Plain

A stream (identified as Town Branch on FEMA maps) forms the western boundary of the project along the edges of Parcels B and C. Based on the Site Plan submitted, the applicant appears to abide by the state 25' non-disturbance buffer, but has not indicated the extent of the city's 50' or 75' buffer on the plan. Figure 2, below, indicates the flood zone map for the property:

National Flood Hazard Layer FIRMette

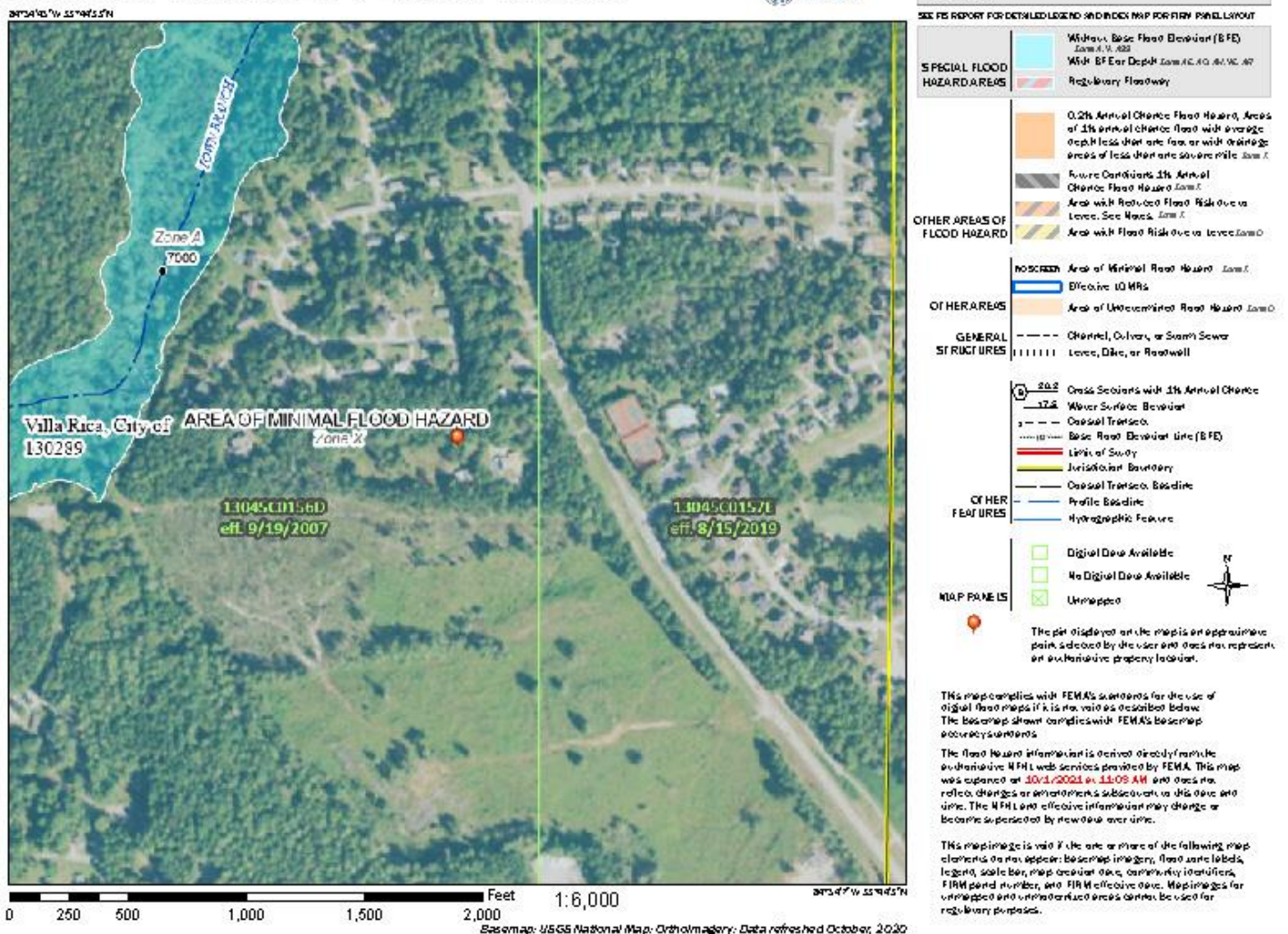


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D



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 “Urban Village” as the future land use character area for the parcels. The intent of the Urban Village Character Area is as follows:

“Complement downtown area through establishing a development pattern characterized by a network of streets and paths suitable for both vehicles and pedestrians. Urban Village areas are characterized by moderate density residential development and neighborhoods. Urban Villages feature traditional neighborhood development with a focal point represented by neighborhood commercial development. This non-residential development is typically clustered around a prominent intersection in the neighborhood and can include neighborhood commercial services and retail options. Areas suitable for Urban Village development surround the downtown area and are an extension of compact, gridded development pattern of downtown. Typically, Community Crossroads are present, which provide an area suitable for small-scale commercial development (detached or attached structures) that serves the surrounding neighborhood, creating a “Village” character.”

The character area has design principles that recommend “moderate to high density (Up to 8 du/ac for single family development); Higher densities”.

Primary Future Land Uses:

- Detached single-family dwellings
- Attached single family dwellings where compatible with adjacent character; Two-family dwellings (duplex), and multi-family dwellings (apartments, townhouses, similar)
- Clustered neighborhood commercial/Small-scale mixed use (restaurants, retail, single offices)
- Civic benefit uses such as community centers, libraries, places of worship and schools
- Parks, greenways, trails

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Urban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:



<u>TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE</u>	
<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)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional	Office Medical Institutional (OMI)

The proposed development appears to meet the intents of the Urban Village Character Area in the Comprehensive Plan.

- ii. **Current conditions and the character of current structures and uses in each district;**
Parcels B and C are vacant with no uses or structures. Parcel A features a single-family home constructed in 1993. The character of the I2 zone is typical of a larger industrial use, whereas an AG zoned lot typically features single-family homes on larger lots or vacant land. The character of the MF2 zone is typical of a multifamily development typically consisting of apartments or condominiums. The C2 Zone typically features commercial and restaurant uses. The SFA Zone typically consists of townhomes. The uses to the north and east are single-family in nature and are located within existing neighborhoods. The area to the south is industrial in nature, whereas the area to the west is currently vacant and feature a city park and office. This area to the west is projected to complement the proposed development with higher density and apartment uses. That project (Arbour Valley) is expected to be cohesive with the proposed development.
- 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 properties as vacant (Parcels B and C) and a single-family home (Parcel A) are not the highest and best uses for the properties given the acreage and the density recommendations stated in the Comprehensive Plan, as well as the density and commercial capacity in the surrounding areas, street pattern and access to major roadways.
- iv. **The conservation of property values throughout the jurisdiction; and**
Property values are expected to be increased by the new housing stock and commercial components, and would further reduce the number 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 as well as proposed developments. The eastern sections of the city, particularly within Douglas County, are experiencing rapid growth within and surrounding the Mirror Lake community. The commercial uses will primarily service this general area and there is a need for more commercial space nearby. The townhomes and apartments would add to the existing pool of proposed projects within the city that continues to expand our diversity of housing opportunities for all ages and incomes. The road network in the area provides access to I-20 via Mirror Lake Boulevard and Downtown via the new Mirror Lake Connector. The connector will be designed for pedestrians, vehicles and golf carts.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The rezoning will permit a variety of commercial uses that are permitted within the C2 Zone along with townhomes and apartments that would supplement other multifamily pressures on the eastern side of the city. The only other apartment complex within this vicinity is Hawthorne at Mirror Lake, which is approximately a half mile from the intersection of Mirror Lake Boulevard and Conners Road. This proposal appears to address this lack of multi-family and townhome construction in this general area.

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 density of Arbour Valley to the west and would complement the downtown area and the Mirror Lake Boulevard area with new construction residential and expanded shopping opportunities.

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 Mirror Lake Boulevard corridor, the rezoning to SFA, C2 and MF2 would provide more economic activity and viability to the land and surrounding area.

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. Potential traffic impacts along Mirror Lake Connector and Mirror Lake Boulevard 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 Urban Village as the land use character areas, which recommend higher density within the areas between Downtown and Mirror Lake Boulevard. This is consistent with the requested zone change from AG and I2 to MF2, SFA and C2.

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.

This area of the city is undergoing a transformation, which includes a new traffic circle at Dallas Highway and Punkintown Road; the resumption of large-scale residential single-family detached housing in Mirror Lake, and the planning and engineering for the Mirror Lake Connector Road. These changing conditions warrant additional development that will capitalize off of these infrastructure improvements and make these projects viable.

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.
4. The applicant's proposal appears to indicate higher density for the apartments within the MF2 Zone than what the zone permits. The applicant should provide testimony on the density for the development. The developer will be required to apply for a variance or reduce the density prior to approval of the Final Site Plan and is NOT required at to be executed at this time.
5. The average square footage of the townhome units and the multifamily units is under the amount required in the MF2 and SFA zones. The developer will be required to apply for a



variance or increase the size of the units prior to approval of the Final Site Plan and is NOT required at to be executed at this time.

6. The elevation drawings submitted for the townhomes feature dimensions that are different than the dimensions indicated on the site plan. The applicant shall provide testimony on the dimensions of townhome units.

Recommendation:

Staff recommendation: **APPROVAL w/ Conditions**

Reasons: The requested zoning would permit uses that are consistent with the surrounding area and would provide further growth along the Mirror Lake Boulevard corridor. The proposal is the highest and best use for the land from a planning perspective.

Conditions:

1. Approval contingent upon the recording of the final survey identifying the proposed parcel boundaries.

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 September 30th, 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, one business owner has contacted the city to voice concern or support for the proposed actions. A letter and survey of his property has been included with the application materials.

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,

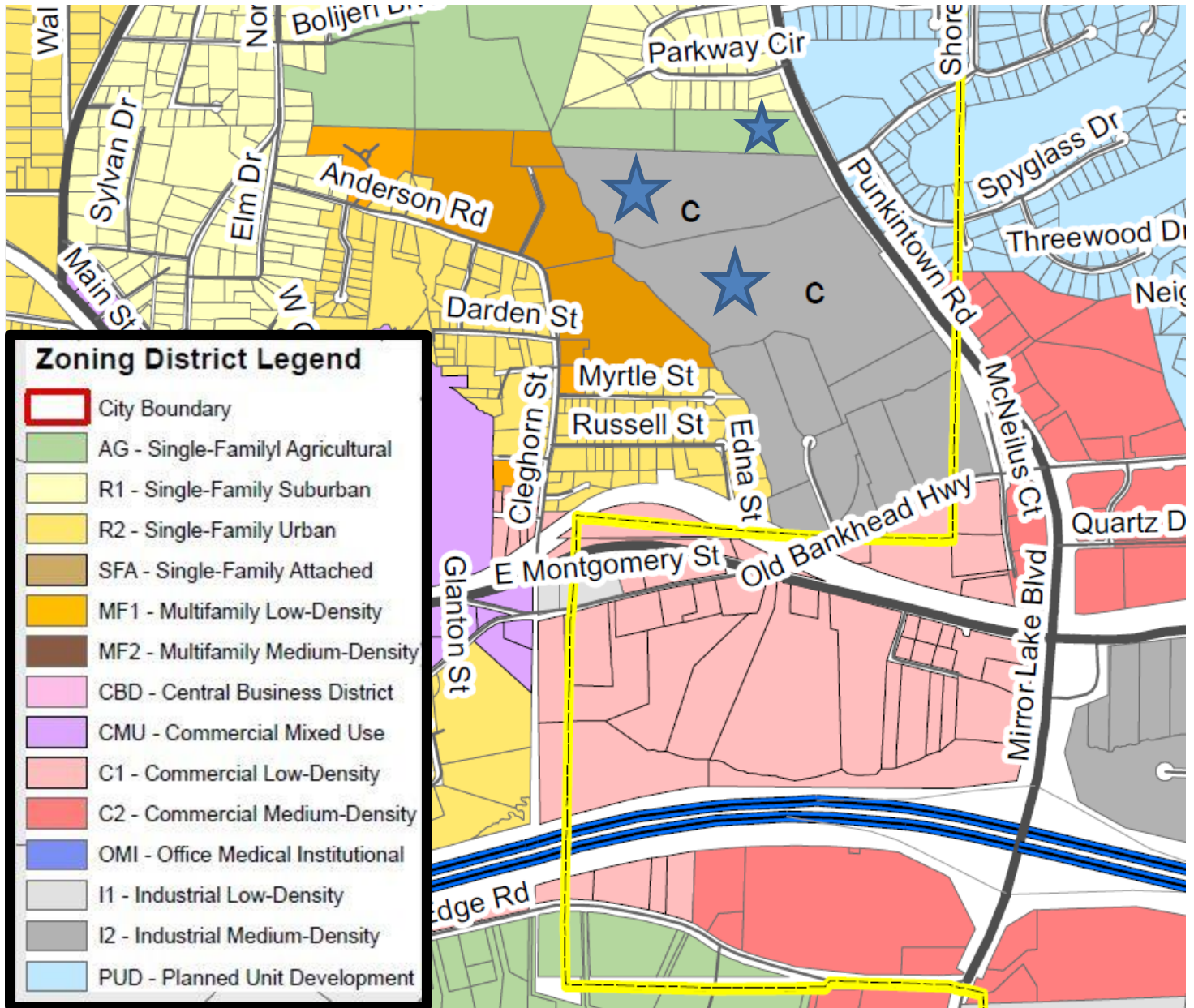
Ronald Johnson
Planning & Zoning Specialist

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)



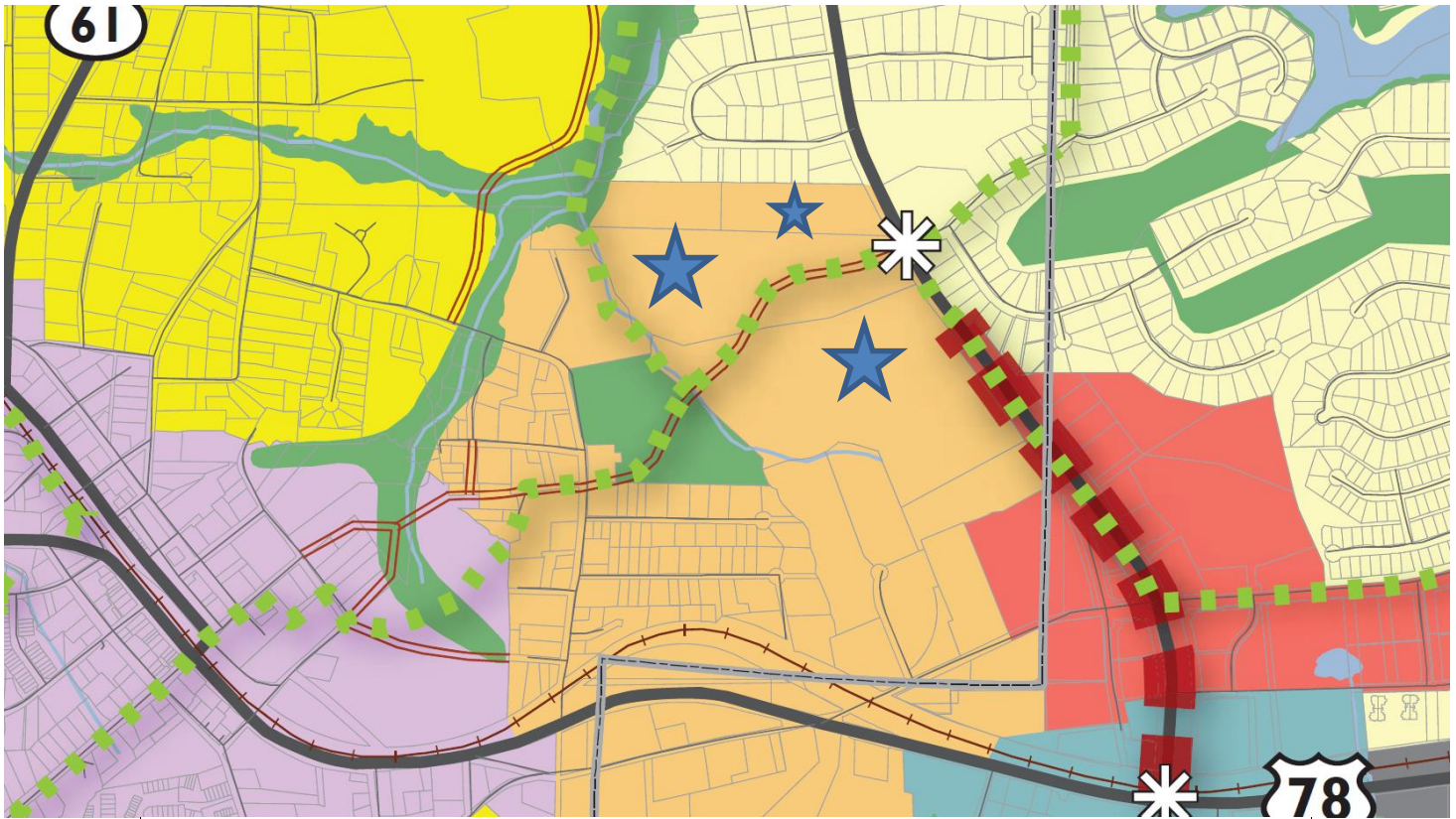
Corresponding Maps:

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

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-09-21 – 384 Mirror Lake Boulevard Rezoning

AGENDA DATE: October 26, 2021

DATE PREPARED: October 12, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Fuqua Acquisitions II, LLC of Atlanta, GA has requested a rezoning of a property totaling 6.1-acres from Single-Family Agricultural (AG) to Single-Family Attached (SFA) and Commercial Medium-Density (C2).

BACKGROUND: The applicant proposes a mixed use development on three parcels fronting Mirror Lake Boulevard at Shoreline Parkway. The project consists of 18.9 acres dedicated to commercial space, 255 townhome units and 208 multifamily units. The project will be adjacent to the Arbour Valley Development multifamily development and will straddle the proposed Mirror Lake Connector road between Mirror Lake and the Downtown. A grocer, several restaurant pad sites and a retail strip center is proposed along Mirror Lake Boulevard. This project also includes RA-08-21, which includes two properties totaling 55-acres to the south of the subject property and is included within this development. The parcel was previously zoned R14 (multifamily) under the Unified Development Code and was downzoned to Single-Family Agricultural (AG) upon the citywide rezoning in 2020. No variances have been applied for.

STAFF RECOMMENDATION: Staff recommends **Approval w/ Conditions**

Conditions:

1. Approval contingent upon the recording of the final survey identifying the proposed parcel boundaries.

PLANNING COMMISSION: **APPROVAL (4-0)**

MOTION:

I move to approve the rezoning request from Fuqua Acquisitions II, LLC of Atlanta, GA for a rezoning from AG to C2 and SFA, as outlined by the submitted Site Plan dated September 7, 2021 by Haines Gipson & Associates with conditions as outlined by staff.



APPLICATION TO REZONE PROPERTY

**Located in Villa Rica, GA
Mirror Lake Boulevard at Shoreline Parkway**

**Submitted By:
Fuqua Development, LP
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305**



Table of Contents

Zoning Map Amendment Application

Owners Affidavit

Written Statement

Conceptual Site Development Plan

Conceptual Architectural Theme/Material Exhibits



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: September 13, 2021

APPLICANT

Applicant Name: Fuqua Acquisitions II, LLC

Address: 3575 Piedmont Rd., NE Ste 800 City: Atlanta State: GA Zip Code: 30305

Phone: 404-907-1709 Fax: _____ Email: Jeff.Fuqua@fuquadev.com

Agent Name: Jeff Fuqua

Address: 3575 Piedmont Rd., NE Ste 800 City: Atlanta State: GA Zip Code: 30305

Phone: 404-907-1709 Fax: _____ Email: Jeff.Fuqua@Fuquadev.com

Owner Name (If different from applicant): Delena Condon and Clay C. Condon

Address: 384 Mirror Lake Blvd City: Villa Rica State: GA Zip Code: 30180

Phone: 760-521-1860 Fax: _____ Email: delena_condon@yahoo.com

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 -Single Family Ag

Requested Zoning: _____

C2-Commercial Medium-Density

SFA-Single-Family Attached

Property Address: 384 Mirror Lake Blvd City: Villa Rica State: GA Zip Code: 30180

Nearest Intersection: Mirror Lake Blvd & Shoreline Parkway

Present Use of Property: Residential

Proposed Use: General Commercial, Retail, Grocery and Single Family Attached Residential

Size of Tract: 6.1 Acres Land Lot Numbers: 176 Districts: 2nd District

Gross Density: SFA 17.4 units/acre MF2 19.36 units/acre Net Density _____ Unit(s) Per Acre

Property Tax Parcel Number: V05-0180075



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

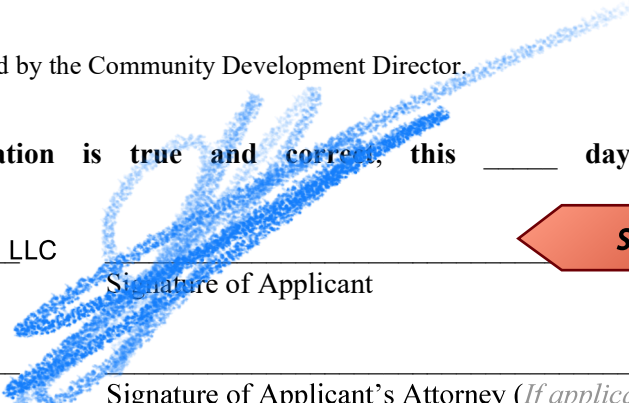
REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL ZONING MAP AMMENDMENT

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- X 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.
- X 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).
- X 3. A written statement describing the following:
- a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- N/A 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

Jeff Fuqua, President - Fuqua Acquisitions II, LLC
Applicant's Name – Printed

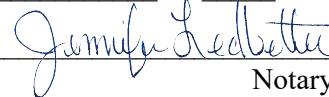

Signature of Applicant

SIGN HERE

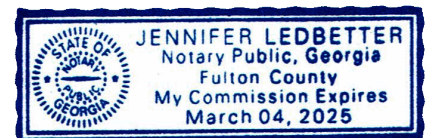
Applicant's Attorney (*If applicable*) – Printed

Signature of Applicant's Attorney (*If applicable*)

Sworn to and subscribed before me this 13th day of September, 2021.


Notary Public

¹ APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.

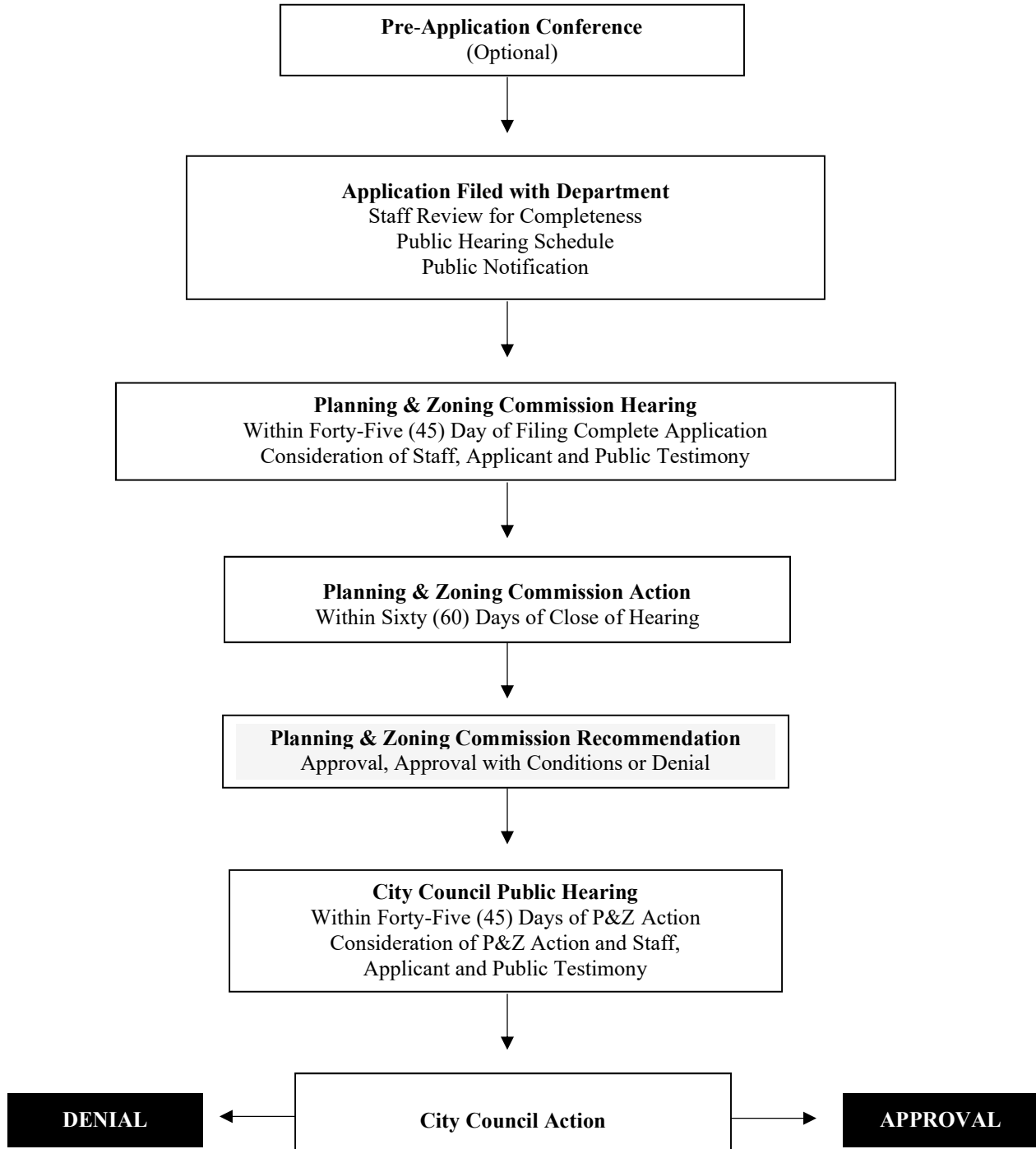




Case # _____

REZONING APPLICATION REVIEW

PROCESS





THE CITY OF VILLA RICA

CONTACT US

Community Development Directory/City Engineer <i>Bobby C. Elliott, P.E.</i>	(678) 840-1213	belliott@villarica.org
Deputy Community Development Directory <i>Chris Montesinos</i>	(678) 840-1237	cmontesinos@villarica.org
Administrative Assistant <i>Kirsten Pilgrim</i>	(678) 840-1219	kpilgrim@villarica.org
Licensing & Permitting Specialist <i>Nyree Simpson</i>	(678) 840-1224	nsimpson@villarica.org
Licensing & Permitting Clerk <i>Whitney Cox</i>	(678) 840-1230	wcox@villarica.org
Planning & Zoning Specialist <i>Ronald Johnson</i>	(678) 840-1238	rjohnson@villarica.org
Building Inspector/Site Plan Review <i>Peggy Allen</i>	(678) 840-1231	pallen@villarica.org
Code Enforcement Officer <i>Robert Francis</i>	(678) 840-1215	rfrancis@villarica.org
Code Enforcement Officer <i>Travell Daniels</i>	(678) 840-1215	tdaniels@villarica.org
Code Enforcement Officer/Site Inspector <i>Charlie Marlar</i>	(678) 840-1215	cmarlar@villarica.org

AUTHORIZATION OF PROPERTY OWNERS

Name of owner(s) Delena C. Condon and CLAY C. CONDON
Address 384 Mirror Lake BLVD
Villa Rica,
Phone Number 760-521-1860

Name of applicant(s) Fuqua Acquisitions II, LLC
Address Fifteen Piedmont Center Suite 800
3575 Piedmont Rd, NE Atlanta GA 30305
Phone Number 404-907-1709

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Delena C. Condon and Clay C. Condon

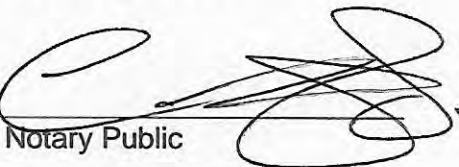
Personally appeared before me

Calvin Jackson Jr.

Calvin Jackson Jr
NOTARY PUBLIC
Douglas County, GEORGIA
My Commission Expires 02/27/2024

Calvin Jackson Jr
NOTARY PUBLIC
Douglas County, GEORGIA
My Commission Expires 02/27/2024

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

9/8/2021
Date

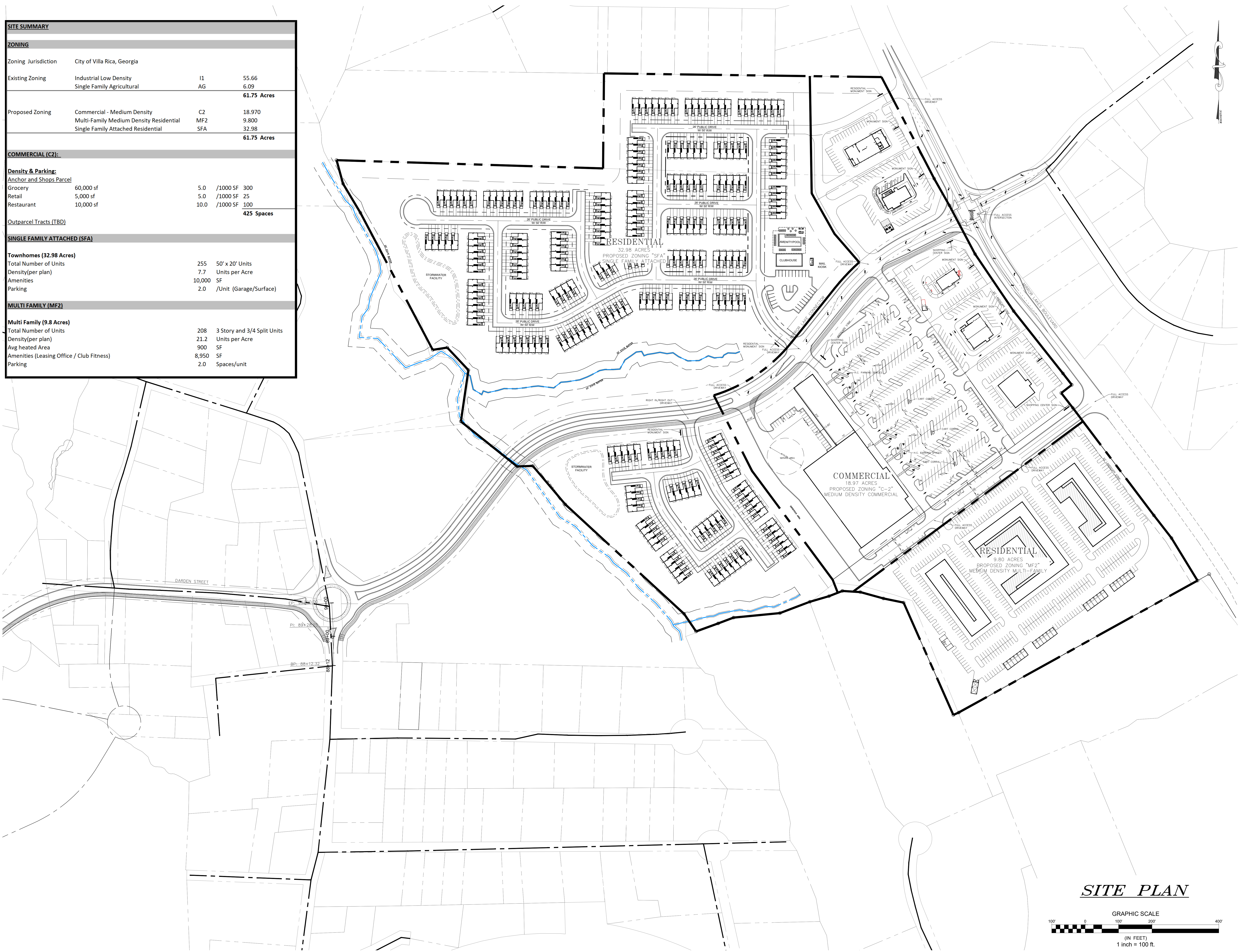
W-00445559
762-760-7226



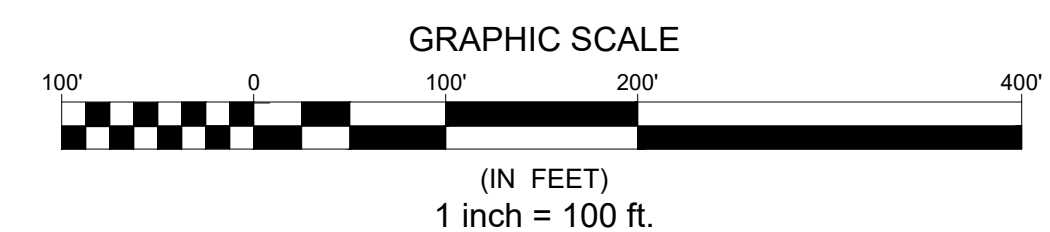
Parcel ID: V05 0180075 Class Code: Residential Tying District: VILLA RICA Acres: 6.07	Owner: CONDON DELENA C & CLAY C 384 MIRROR LAKE BLVD VILLA RICA, GA 30080 Physical Address: 384 MIRROR LAKE BLVD	Last 2 Sales Date: 1/28/2018 Price: \$255000 Reason: NP Qual: U 2/24/2012 0 LA U
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https://qpublic.schneidercorp.com/Application.aspx?AppID=663&LayerID=15076&PageTypeID=1&PageID=0&Q=1316338766&KeyValue=V05-0180075#

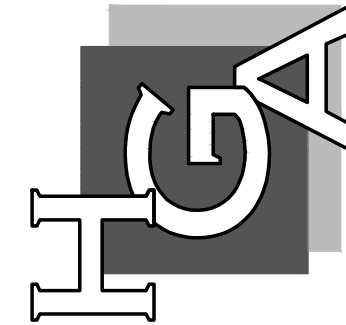
SITE SUMMARY			
ZONING			
Zoning Jurisdiction	City of Villa Rica, Georgia		
Existing Zoning	Industrial Low Density Single Family Agricultural	I1 AG	55.66 6.09
			61.75 Acres
Proposed Zoning	Commercial - Medium Density Multi-Family Medium Density Residential Single Family Attached Residential	C2 MF2 SFA	18.970 9.800 32.98
			61.75 Acres
COMMERCIAL (C2):			
Density & Parking:			
<u>Anchor and Shops Parcel</u>			
Grocery	60,000 sf	5.0	/1000 SF 300
Retail	5,000 sf	5.0	/1000 SF 25
Restaurant	10,000 sf	10.0	/1000 SF 100
			425 Spaces
<u>Outparcel Tracts (TBD)</u>			
SINGLE FAMILY ATTACHED (SFA)			
Townhomes (32.98 Acres)			
Total Number of Units		255	50' x 20' Units
Density(per plan)		7.7	Units per Acre
Amenities		10,000	SF
Parking		2.0	/Unit (Garage/Surface)
MULTI FAMILY (MF2)			
Multi Family (9.8 Acres)			
Total Number of Units		208	3 Story and 3/4 Split Units
Density(per plan)		21.2	Units per Acre
Avg heated Area		900	SF
Amenities (Leasing Office / Club Fitness)		8,950	SF
Parking		2.0	Spaces/unit



SITE PLAN



HAINES GIPSON & ASSOCIATES
CONSULTING ENGINEERS
CIVIL & STRUCTURAL SERVICES
1550 NORTH BROWN ROAD, SUITE 100
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 491-7550
FAX: (770) 491-7750



SEM



Villa Rica
MIRROR LAKES
CARROLTON, GEORGIA

[illegible]

DRAWN BY	CHECKED BY
SCA	SCA
DATE	
9/07/2021	
SHEET TITLE	
CONCEPTUAL SITE PLAN	

SHEET NUMBER
SP-17z

Villa Rica

CARROLL COUNTY, GEORGIA

Written Statement
September 13, 2021

1. PROJECT OVERVIEW

This application is being filed on behalf of the property owners Schoerner (V05 0180062, V05 0180085) and Condon (V05 0180075) located on Mirror Lake Blvd across from Shoreline Parkway. The proposed rezoning will change the current zoning from Industrial Low Density(I1) and Single Family Agricultural (AG) to Single Family Attached Residential (SFA), Multi-Family Medium-Density Residential (MF2) and Commercial Medium Density (C2) according to the Site Development Plan provided. The zoning change will allow a new multi-use development and create new vehicle and pedestrian connectivity for Villa Rica residents. The uniqueness of the development may require variances to the zoning. For instance, the parking standards for commercial parking are below what is typically provided and some flexibility is requested as indicated on the plan. Attached on the following pages are “Conceptual Architectural Theme” drawings that depict potential general design themes and materials that are being considered for use on the project.

Pursuant to Villa Rica Code of Ordinances Appendix B Ch. XI Sec. 11.05, if the project is does not move forward as proposed the City of Villa Rica will initiate a process to revert the zoning to the original zoning through a zoning map amendment.

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;

The new development will include both retail and residential which are consistent with adjacent and nearby properties. Surrounding uses include single family detached subdivisions, light industrial and medium density retail. No detrimental effects are anticipated on the surrounding areas. The proposed residential developments will provide new homes with walkable access to restaurants and services. Applicant will facilitate future ROW dedication for the proposed Mirror Lake Connector (and associated cart path).

b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan

The proposed zoning map amendment is consistent with the intent of the code and the Comprehensive Plan. As specified, the future land use for this site is “Urban Village”. Urban Village is described as “moderate density residential and neighborhoods” and a “traditional neighborhood with a focal point represented by neighborhood commercial development”. The proposed development includes new residential neighborhoods and a commercial hub with grocery, retail and restaurants that are pedestrian accessible.

c. The areas which are most likely to be directly affected by such change and the likely effects.

The project will bring greater desirability to the area, generate additional tax revenues and increase property values. As stated, there are no negative impacts expected in the area as a result of the project. Buffers are planned between commercial and residential to separate uses. Stormwater protection regulations will be followed throughout the life of the project.

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 development supports Villa Rica's continued population growth by offering new housing, conveniences and services. The energy of the proposed development will draw residents of Mirror Lake Neighborhood westward toward downtown and vice versa creating opportunities and conveniences not currently available.

e. The proposed time schedule and phasing for development;

The development is projected to start in late 2022 and complete in late 2024.

f. The source/method for providing utility/infrastructure services to the property;

Water and sewer will be public and provided by the City of Villa Rica. No offsite infrastructure upgrades are anticipated at this time. The new Mirror Lake Connector and ROW 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 project will facilitate ROW dedication for construction of a section of the Mirror Lake Connector to Cleghorn Street. There are 2 new full access drives shown on Mirror Lake Blvd/Punkintown Road and 3 full access drives on the new Mirror Lake Connector. All internal roads and interparcel access drives are part of the overall development.

A list of any state, federal or other public agencies' approvals or permits required for the proposed development.

The project will be submitted to City of Villa Rica for land disturbance and building permits.



Typical Townhome Product

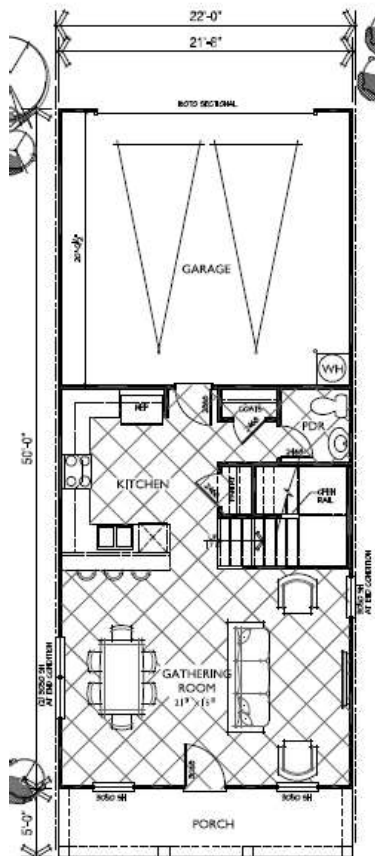
Rear Entry Unit Elevation
22' x 55' – 1,650 SF



Rear Entry Unit Elevation 2
22' x 55' – 1,650 SF



Rear Entry Unit Floorplan 22' x 55' – 1,650 SF



First Floor

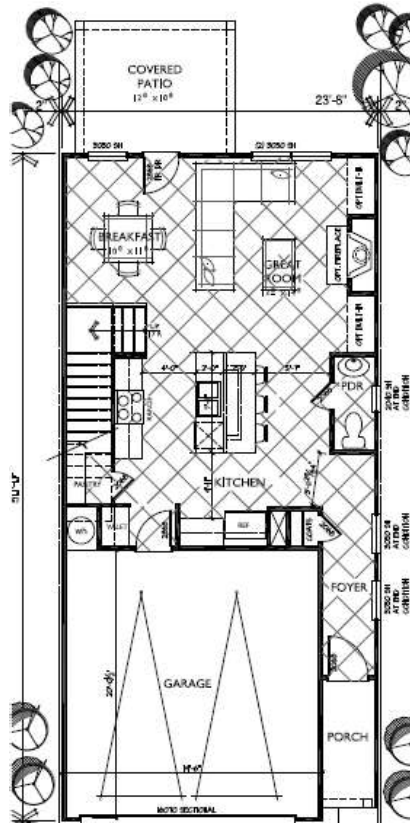


Second Floor

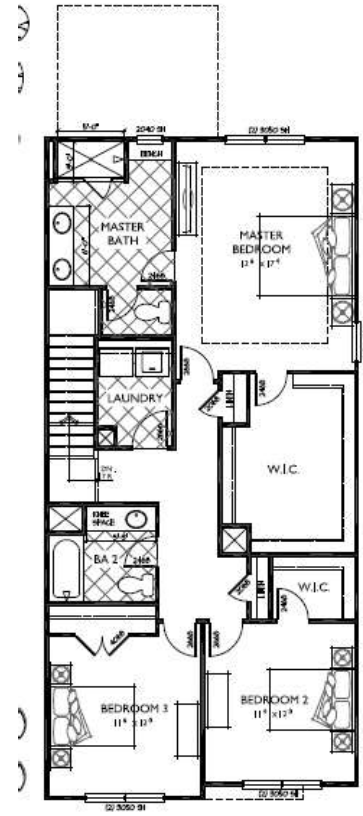
Front Entry Unit Elevation
24' x 50' – 1,850 SF



24' x 50' - 1,850 SF



First Floor



Second Floor

Rear Entry Unit Elevation
26' x 50' – 1,950 SF

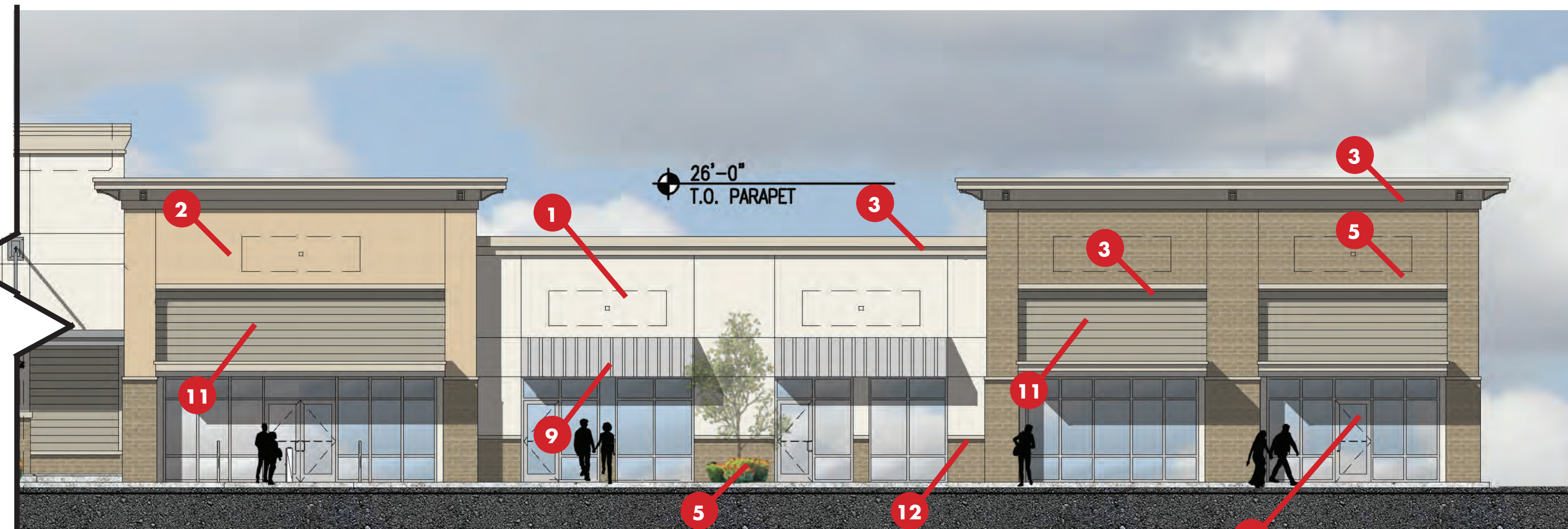
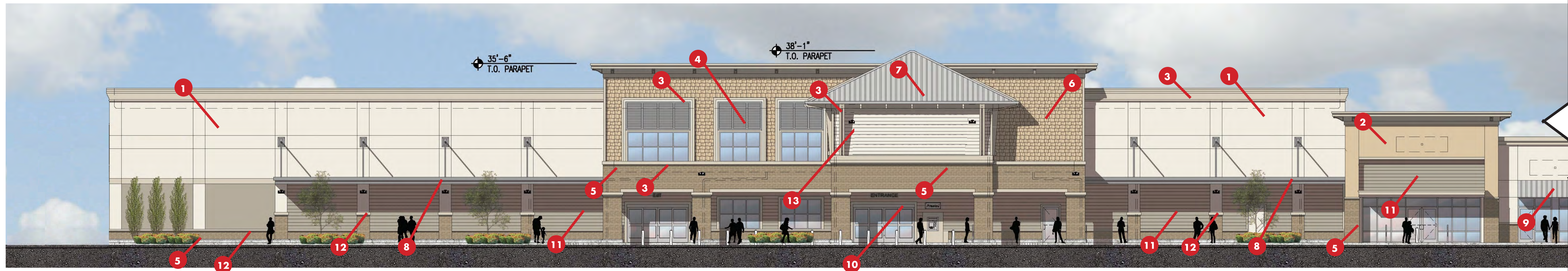


Rear Entry Unit Elevation
30' wide end-unit



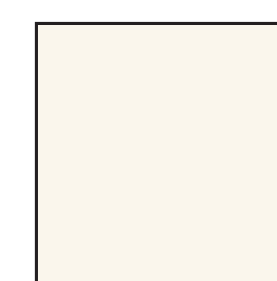
Rear Entry Unit Elevations
5-plex Composite (26' & 30')



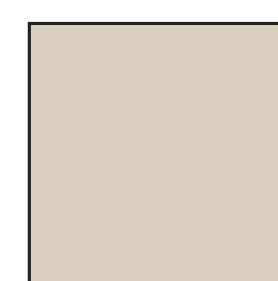


FRONT RETAIL ELEVATION

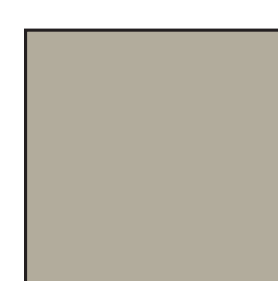
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- 2 Painted Stucco Sherwin Williams SW6120 Believable Buff
- 3 Painted EIFS Sherwin Williams SW7638 Grecian Ivory
- 4 Decorative EIFS "Bahama Shutter" to match SW7664 Steely Gray
- 5 Brick Veneer Acme, Silverado
- 6 Fiber Cementitious Shingle Board Siding to match SW 6120 Believable Buff
- 7 Standing Seam Metal Roof to match Berridge "Zinc Cote"
- 8 Prefinished Aluminum Canopy to match SW7664 Steely Gray
- 9 Aluminum Canopy to match Berridge "Zinc Cote"
- 10 Storefront Clear Anodized Aluminum
- 11 Fiber Cementitious Lap Siding to match Sherman Williams SW7644 Gateway Gray
- 12 4" Bull Nose Pre Cast Concrete Cap
- 13 Fiber Cementitious Lap Siding to match Sherman Williams SW7551 Greek Villa



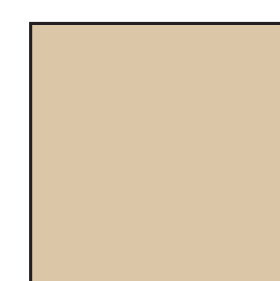
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SW 7551
GREEK VILLA



PAINT
SW 7638
GRECIAN
IVORY



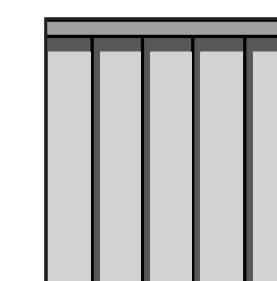
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SW 7644
GATEWAY
GRAY



PAINT
SW 6120
BELIEVABLE BUFF



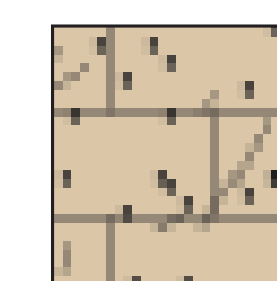
BRICK
ACME BRICK
SILVERADO



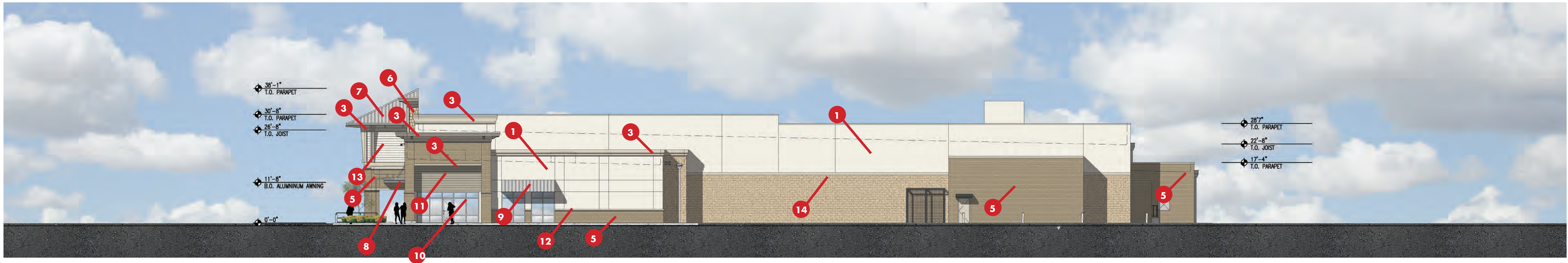
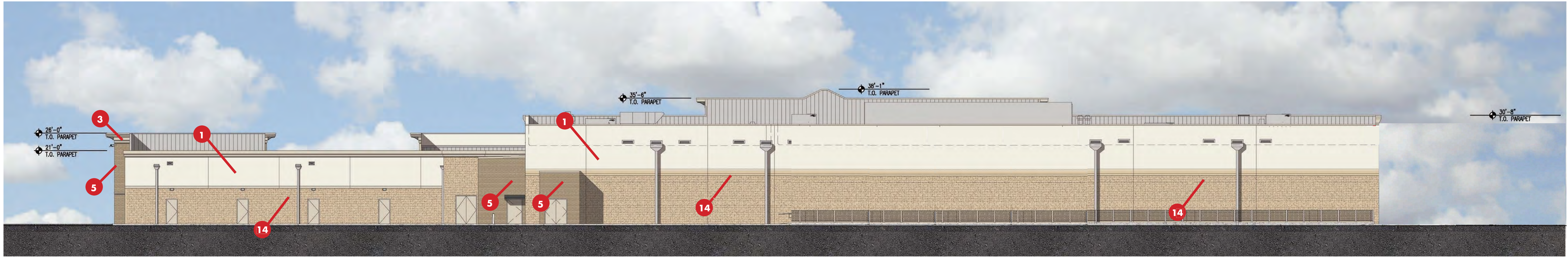
METAL ROOF
ZINC-COTE
STANDING SEAM
METAL ROOF



METAL
SW 7069
IRON ORE
RAILING /
DECORATIVE
ALUM. TUBE



SPLITFACE BLOCK
SW 6120
BELIEVABLE BUFF
SPLITFACE BLOCK



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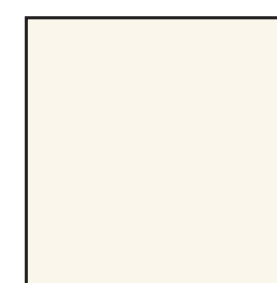
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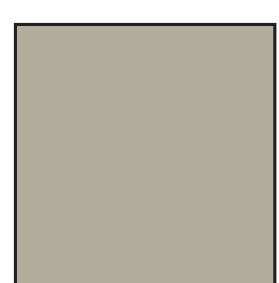
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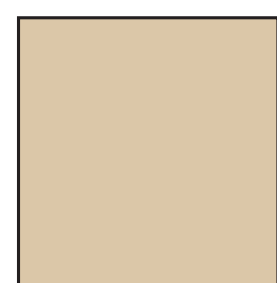
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SW 7551
GREEK VILLA



PAINT
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GRECIAN
IVORY



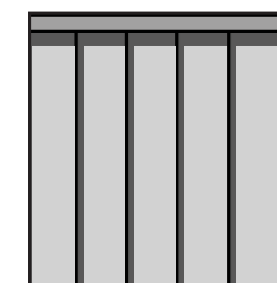
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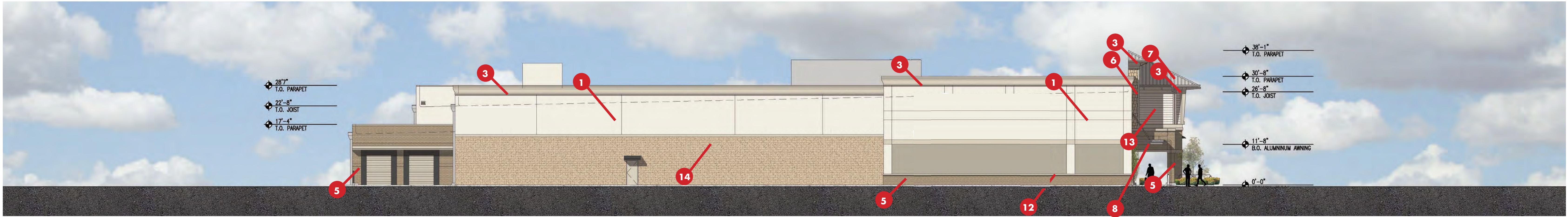
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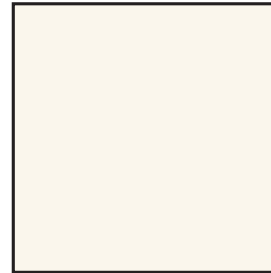
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SW 6120
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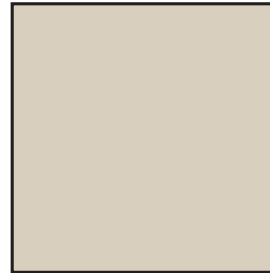
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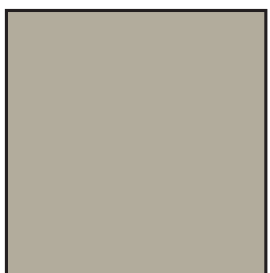
- 14 Splitface Block to match SW6120 Believable Buff



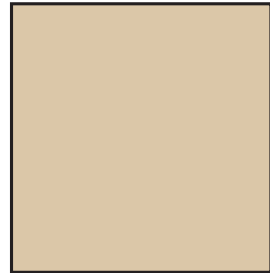
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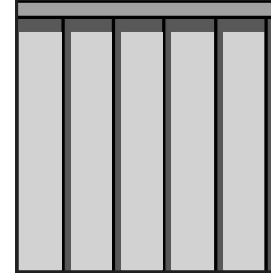
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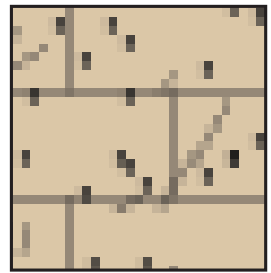
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RAILING /
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ALUM. TUBE



SPLITFACE BLOCK
SW 6120
BELIEVABLE BUFF
SPLITFACE BLOCK



October 19th, 2021

Whitney Cox, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Fuqua Acquisitions II, LLC
RA-08-21 and RA-09-21
Mirror Lake Boulevard at Shoreline Parkway
and 384 Mirror Lake Blvd
Land Lot 176, District 2
Parcel #: V05 0180085, V05 0180062, V05 0180075
Acreage: 61.1
Ward: 1
Planning Board Member: Shirley A. Hillsman
City Council Member: Shirley Marchman
City of Villa Rica, Carroll County, Georgia

Dear Ms. Cox:

Fuqua Acquisitions II, LLC (the Applicant) seeks a rezoning from Single-Family Agricultural (AG) and Industrial Medium-Density (I2) to Single-Family Attached (SFA), Commercial Medium-Density (C2) and Multifamily Medium-Density (MF2) in order to construct a multi-family apartment complex with 208 units, a townhome community with 255 units, and an 18.97-acre commercial retail shopping center with five outparcels. The Applicant has not requested any variances. This review is being conducted for both applications as each application depends on the success of the other application. Certain recommendations, technical details and other information may not be directly applicable to each individual application, but applicable to the entirety of the project.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Site Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated September 7th, 2021;
2. Rezoning Application and Application Checklist, notarized and dated September 13th, 2021;
3. Applicant Campaign Disclosure Form, undated;
4. Authorization of Property owners, notarized and dated September 8th, 2021, signed by Delena C. Condon and Clay C. Condon;



5. Authorization of Property owners, notarized and dated September 7th, 2021, signed by David R. Schoerner and DMS Columbia Dr, LLC d/b/a Schoerner Enterprises, Joint Venture;
6. Applicant Written Statement, by an unknown preparer, dated September 13th, 2021 (2 Pages);
7. Document entitled “Pinegrove Communities: Typical Townhome Product” including elevations, undated, by an unknown preparer (9 pages).
8. Document entitled “Design Development” including photos of conceptual architecture for Commercial Development, undated, by an unknown preparer (3 pages).

A. Existing Conditions

The subject properties are located west of Mirror Lake Boulevard. **For the purposes of this review, 384 Mirror Lake Boulevard will be referred to as “Parcel A”, V05 0180062 will be referred to as “Parcel B” and V05 0180085 will be referred to as “Parcel C”.**

All three parcels have direct access and frontage along Mirror Lake Parkway. Parcel A has approximately 342.83’ of frontage, Parcel B has approximately 325.48’ of frontage and Parcel C has approximately 1,120.77’ of frontage along Mirror Lake Boulevard. Parcel A is currently zoned Single-Family Agricultural (AG) and features a single-family home. Parcels B and C are zoned Industrial Medium-Density (I2) while Parcel B and Parcel C are undeveloped.

The subject properties are adjacent to residential uses in the existing Stonehenge subdivision to the north, and the Spyglass Hill section of Mirror Lake subdivision to the east across Mirror Lake Boulevard, both of which are in the city limits. Parcel C also borders an industrial area to the south along Conners Road and Grady Knight Industrial Court as well as the Mirror Lake Shopping Center across Mirror Lake Boulevard to the east. Directly west of Parcel A is a single-residential house, and west of Parcel B is the city’s lift station along Anderson Road, along with a parcel approved in 2020 for 192 residential apartment units by Arbour Communities (Arbour Valley). Parcel C borders Cleghorn Street Park and to the west.

The Town Branch stream borders the rear (western) boundaries of Parcels B and C. No streams are present on Parcel A. No easements have been identified on the site plan.

Surrounding Properties:

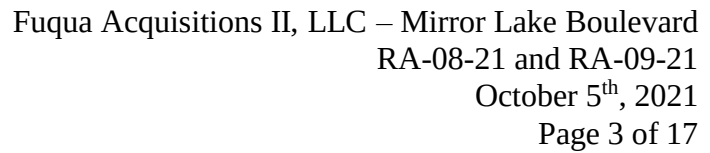


Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History



Parcel A was developed with a single-family home in 1993 and is a part of Stonehenge subdivision. The entirety of Parcels B and C are vacant and have been vacant throughout their existence. The Unified Development Code (UDC) zoned Parcel A as Multi-Family (R14) and Parcels B and C as General Industrial (GI). Parcel A was rezoned in 2020 during the citywide rezoning from R14 to Single-Family Agricultural (AG), whereas Parcels B and C were rezoned from GI to Industrial Medium-Density (I2).

The department does not have any records related to land use applications pertaining to these parcels.

C. Proposed Development

The applicant is under contract for the parcels in question with the intent to construct 255 townhome units, 208 multi-family units and an 18.9-acre commercial shopping center within the confounds of the area as described in Section A. The applicant has proposed to rezone Parcel A from AG to Single-Family Attached (SFA) and Commercial Medium-Density (C2); and rezone Parcels B and C from I2 to SFA, C2 and MF2. Approximately 9.8 acres of the proposed development is proposed to be zoned MF2, and 32.98 acres is proposed to be rezoned SFA.

Of the commercial space proposed, a 60,000 sq. ft. grocer, 5,000 sq. ft. of retail space, and 10,000 sq. ft. of restaurant space is proposed within the anchor and shops parcel. Five outparcels are also shown on the plan that would be in addition to the above figures.

The townhomes are proposed to be 50' x 20' units with a 7.7 units per acre density. The applicant's site plan indicates at least two amenities will be installed (clubhouse and pool). The applicant has also submitted sample elevation drawings that indicate multiple townhome sizes ranging from 22' x 55' to a 30' wide unit.

The multi-family housing is proposed to be 21.2 units per acre with three (3) stories. The average square footage per unit is proposed to be 900, and at least 8,950 square feet will be dedicated to amenity space. The applicant has proposed at least one amenity on the site plan, which would consist of a fitness club. Each unit will have two (2) parking spaces.

A new boulevard connecting from Shoreline Parkway to Cleghorn Street and points beyond is a central feature of the development. The applicant has indicated that the project will commence in late 2022 and will be completed in 2023 upon approval.

See Table 2 below for yard and bulk requirements in the C2, MF2 and SFA Zones:

TABLE 2 - BULK REQUIREMENTS – C2 COMMERCIAL MEDIUM-DENSITY ZONE
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	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	2.5	18.9	C
Minimum Lot Width (ft)	150	Unknown	Unknown
Minimum Front Yard Setback (ft)	25 (Mirror Lake Connector) 45 (Mirror Lake Boulevard)	Unknown	Unknown
Minimum Rear Yard Setback (ft)	45	Unknown	Unknown
Minimum Side Yard Setback (ft)	30	Unknown	Unknown
Maximum Building Coverage (%)	50	Unknown	Unknown
Maximum Building Height (ft)	60	Unknown	Unknown
Maximum Impervious Coverage (%)	80	Unknown	Unknown

TABLE 2 - BULK REQUIREMENTS – MF2 MULTIFAMILY MEDIUM-DENSITY ZONE

	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	5	9.8	C
Minimum Lot Width (ft)	150	Unknown	Unknown
Minimum Front Yard Setback (ft)	25 (Mirror Lake Connector) 45 (Mirror Lake Boulevard)	Unknown	Unknown
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	75	Unknown	Unknown
Maximum Building Height (ft)	65	Unknown	Unknown
Maximum Impervious Coverage (%)	75	Unknown	Unknown
Minimum Heated Square Feet (sf)	950	900	NC

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY ATTACHED ZONE

	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	32.98	C
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25 (Mirror Lake Connector) 45 (Mirror Lake Boulevard)	Unknown	Unknown
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	45	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040	1,000	NC

The development is proposed to have city sewer and water. All right-of-ways are required to be at least 50' in width.



Design Standards

The city has design standards for all multifamily and single-family attached units, as well as for commercial buildings in Section 9.03 and Section 9.04, respectively, of the Zoning Ordinance to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The applicant has indicated at least two amenities for the townhomes and one amenity for the multi-family development. A total of three (3) amenities are required for the multi-family units and an additional three (3) amenities are required for the townhomes. The applicant will need to address the amenity requirements prior to approval of the Final Plat. The applicant has not indicated how much open space will be within the development. The ordinance requires a minimum of 5% open space for the commercial parcel, 12% for the townhome parcel and 15% for the multi-family parcel. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

<u>TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE</u>	
<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 for all SFA zoned properties, 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 ordinance permits the following mix of amenities for MF2 zoned properties:

- Swimming pool;
- Golf course or Putting green;
- Resident clubhouse;
- Pet park, minimum of two-thousand (2,000) square feet;
- Community center (meeting room, assembly hall, etc.);
- Community garden with raised beds;
- Rooftop terrace;
- Library/study
 - Computer resource center/internet café
 - Learning center/childcare
- Koi pond/water gardens;
- Nature trails Fitness center and/or recreation building;
- Pocket parks Basketball, volleyball, or other sport court;
- Other amenity approved by city. Two tot lots with a minimum size of five-hundred (500) square feet per lot;
- 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) grill/pit per area;



Offsite Improvements

Several off-site improvements are proposed along Mirror Lake Boulevard. The developer proposes acceleration and deceleration lanes along with sidewalks on Mirror Lake Boulevard and the proposed Mirror Lake Connector. No other off-site improvements are indicated on the plat. The developer also proposes two stormwater management area onsite. A new access route (Mirror Lake Connector) from the downtown area is shown on the Site Plan with associated improvements, including a traffic circle and realignment.

Density

The applicant has proposed a gross density of 7.7 dwelling units per acre (du/acre) for the townhome section of the development and a density of 21.2 for the multifamily component based on the Site Plan submitted. As this development is located within the SFA and MF2 Zones, the maximum density permitted is 17.42 du/acre for the SFA Zone and 19.36 du/acre for the MF2 zone. The development meets the required density in the SFA Zone, but will require a variance to increase the density in the MF2 Zone as proposed.

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*, the SFA Zoning District has a requirement that each townhome has a minimum of 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.

Flood Plain

A stream (identified as Town Branch on FEMA maps) forms the western boundary of the project along the edges of Parcels B and C. Based on the Site Plan submitted, the applicant appears to abide by the state 25' non-disturbance buffer, but has not indicated the extent of the city's 50' or 75' buffer on the plan. Figure 2, below, indicates the flood zone map for the property:

National Flood Hazard Layer FIRMette

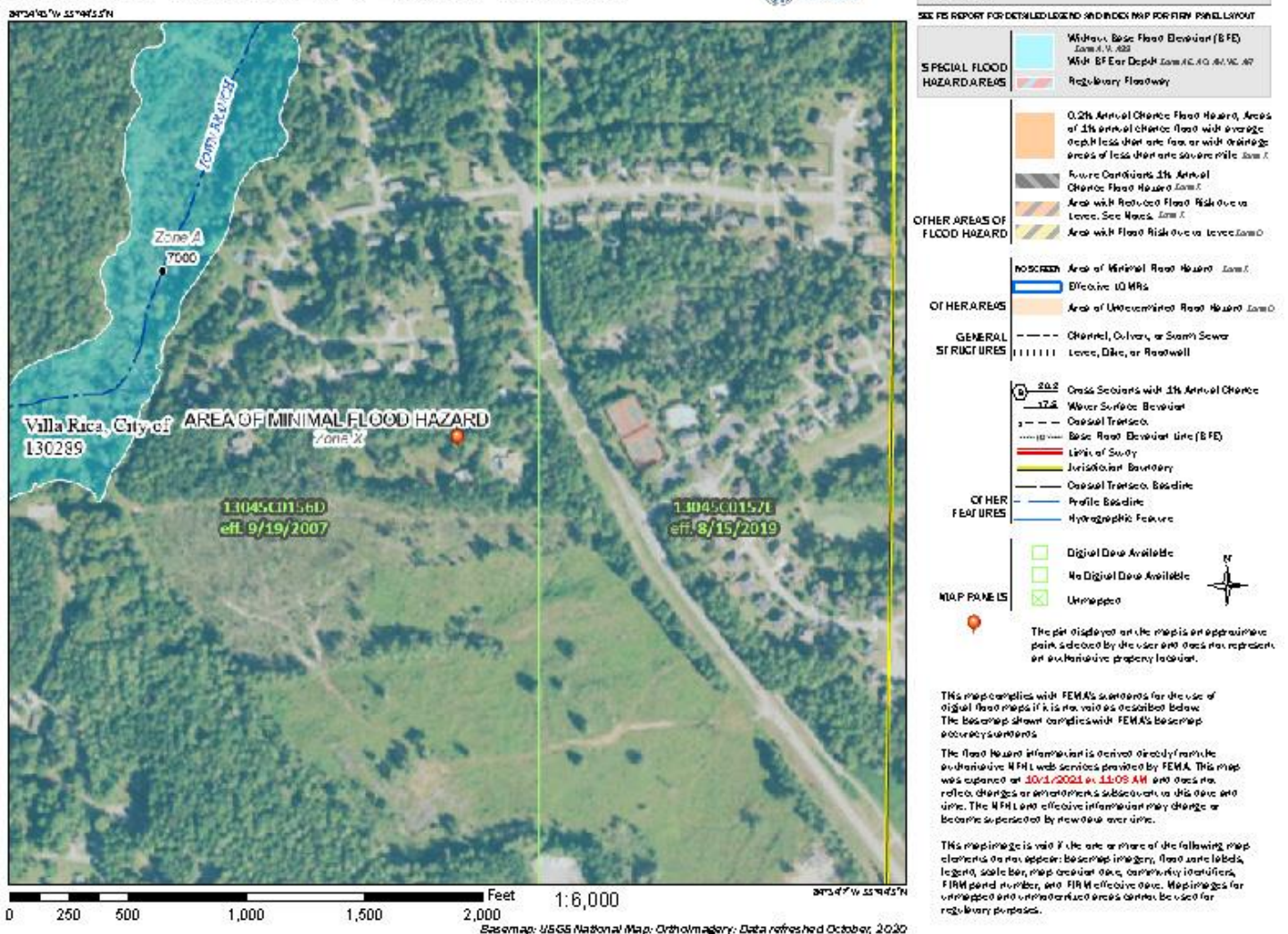


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D



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 “Urban Village” as the future land use character area for the parcels. The intent of the Urban Village Character Area is as follows:

“Complement downtown area through establishing a development pattern characterized by a network of streets and paths suitable for both vehicles and pedestrians. Urban Village areas are characterized by moderate density residential development and neighborhoods. Urban Villages feature traditional neighborhood development with a focal point represented by neighborhood commercial development. This non-residential development is typically clustered around a prominent intersection in the neighborhood and can include neighborhood commercial services and retail options. Areas suitable for Urban Village development surround the downtown area and are an extension of compact, gridded development pattern of downtown. Typically, Community Crossroads are present, which provide an area suitable for small-scale commercial development (detached or attached structures) that serves the surrounding neighborhood, creating a “Village” character.”

The character area has design principles that recommend “moderate to high density (Up to 8 du/ac for single family development); Higher densities”.

Primary Future Land Uses:

- Detached single-family dwellings
- Attached single family dwellings where compatible with adjacent character; Two-family dwellings (duplex), and multi-family dwellings (apartments, townhouses, similar)
- Clustered neighborhood commercial/Small-scale mixed use (restaurants, retail, single offices)
- Civic benefit uses such as community centers, libraries, places of worship and schools
- Parks, greenways, trails

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Urban 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)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional	Office Medical Institutional (OMI)

The proposed development appears to meet the intents of the Urban Village Character Area in the Comprehensive Plan.

- ii. **Current conditions and the character of current structures and uses in each district;**
Parcels B and C are vacant with no uses or structures. Parcel A features a single-family home constructed in 1993. The character of the I2 zone is typical of a larger industrial use, whereas an AG zoned lot typically features single-family homes on larger lots or vacant land. The character of the MF2 zone is typical of a multifamily development typically consisting of apartments or condominiums. The C2 Zone typically features commercial and restaurant uses. The SFA Zone typically consists of townhomes. The uses to the north and east are single-family in nature and are located within existing neighborhoods. The area to the south is industrial in nature, whereas the area to the west is currently vacant and feature a city park and office. This area to the west is projected to complement the proposed development with higher density and apartment uses. That project (Arbour Valley) is expected to be cohesive with the proposed development.
- 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 properties as vacant (Parcels B and C) and a single-family home (Parcel A) are not the highest and best uses for the properties given the acreage and the density recommendations stated in the Comprehensive Plan, as well as the density and commercial capacity in the surrounding areas, street pattern and access to major roadways.
- iv. **The conservation of property values throughout the jurisdiction; and**
Property values are expected to be increased by the new housing stock and commercial components, and would further reduce the number 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 as well as proposed developments. The eastern sections of the city, particularly within Douglas County, are experiencing rapid growth within and surrounding the Mirror Lake community. The commercial uses will primarily service this general area and there is a need for more commercial space nearby. The townhomes and apartments would add to the existing pool of proposed projects within the city that continues to expand our diversity of housing opportunities for all ages and incomes. The road network in the area provides access to I-20 via Mirror Lake Boulevard and Downtown via the new Mirror Lake Connector. The connector will be designed for pedestrians, vehicles and golf carts.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The rezoning will permit a variety of commercial uses that are permitted within the C2 Zone along with townhomes and apartments that would supplement other multifamily pressures on the eastern side of the city. The only other apartment complex within this vicinity is Hawthorne at Mirror Lake, which is approximately a half mile from the intersection of Mirror Lake Boulevard and Connors Road. This proposal appears to address this lack of multi-family and townhome construction in this general area.

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 density of Arbour Valley to the west and would complement the downtown area and the Mirror Lake Boulevard area with new construction residential and expanded shopping opportunities.

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 Mirror Lake Boulevard corridor, the rezoning to SFA, C2 and MF2 would provide more economic activity and viability to the land and surrounding area.

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. Potential traffic impacts along Mirror Lake Connector and Mirror Lake Boulevard 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 Urban Village as the land use character areas, which recommend higher density within the areas between Downtown and Mirror Lake Boulevard. This is consistent with the requested zone change from AG and I2 to MF2, SFA and C2.

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.

This area of the city is undergoing a transformation, which includes a new traffic circle at Dallas Highway and Punkintown Road; the resumption of large-scale residential single-family detached housing in Mirror Lake, and the planning and engineering for the Mirror Lake Connector Road. These changing conditions warrant additional development that will capitalize off of these infrastructure improvements and make these projects viable.

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.
4. The applicant's proposal appears to indicate higher density for the apartments within the MF2 Zone than what the zone permits. The applicant should provide testimony on the density for the development. The developer will be required to apply for a variance or reduce the density prior to approval of the Final Site Plan and is NOT required at to be executed at this time.
5. The average square footage of the townhome units and the multifamily units is under the amount required in the MF2 and SFA zones. The developer will be required to apply for a



variance or increase the size of the units prior to approval of the Final Site Plan and is NOT required at to be executed at this time.

6. The elevation drawings submitted for the townhomes feature dimensions that are different than the dimensions indicated on the site plan. The applicant shall provide testimony on the dimensions of townhome units.

Recommendation:

Staff recommendation: **APPROVAL w/ Conditions**

Reasons: The requested zoning would permit uses that are consistent with the surrounding area and would provide further growth along the Mirror Lake Boulevard corridor. The proposal is the highest and best use for the land from a planning perspective.

Conditions:

1. Approval contingent upon the recording of the final survey identifying the proposed parcel boundaries.

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 September 30th, 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, one business owner has contacted the city to voice concern or support for the proposed actions. A letter and survey of his property has been included with the application materials.

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,

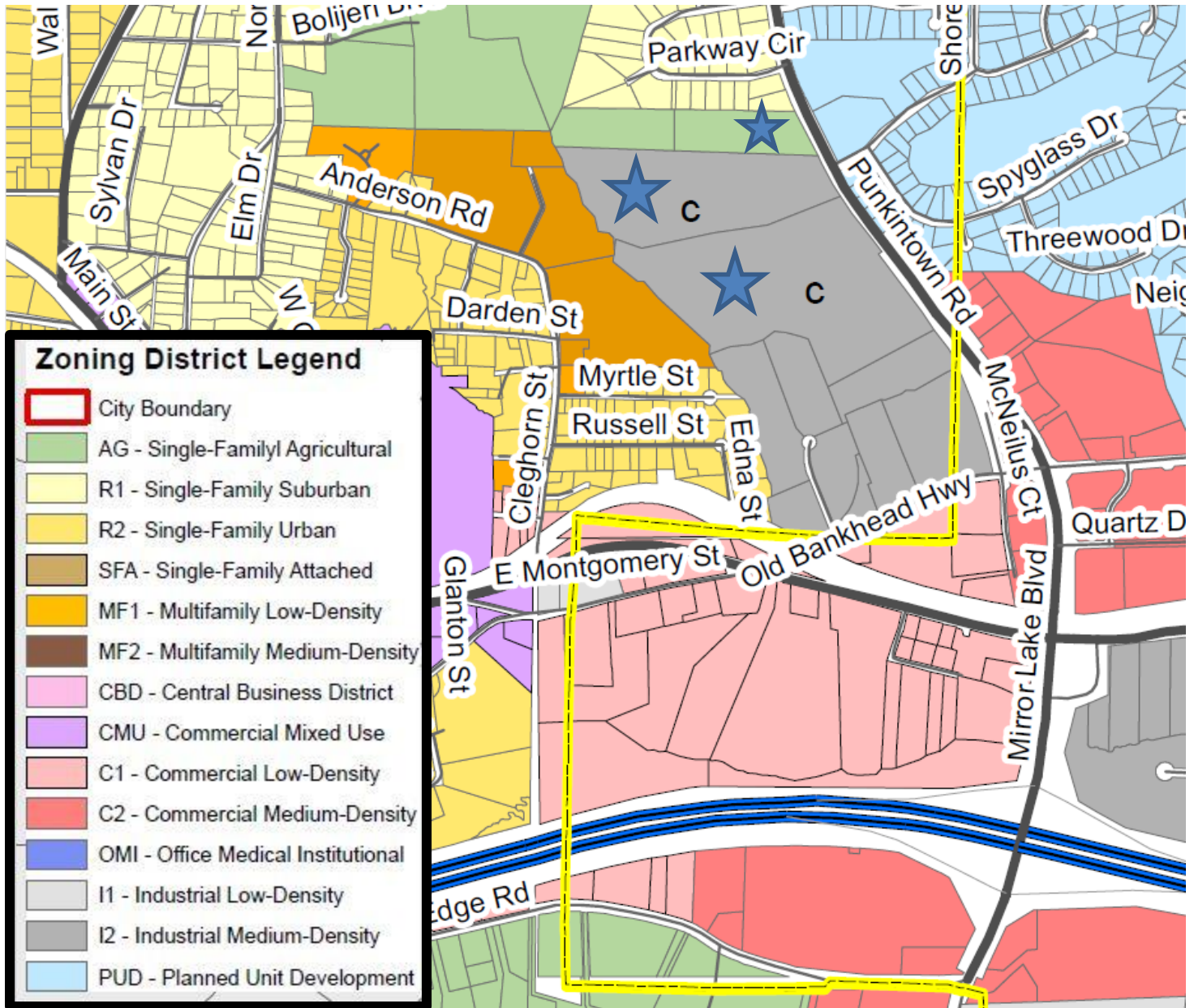
Ronald Johnson
Planning & Zoning Specialist

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)



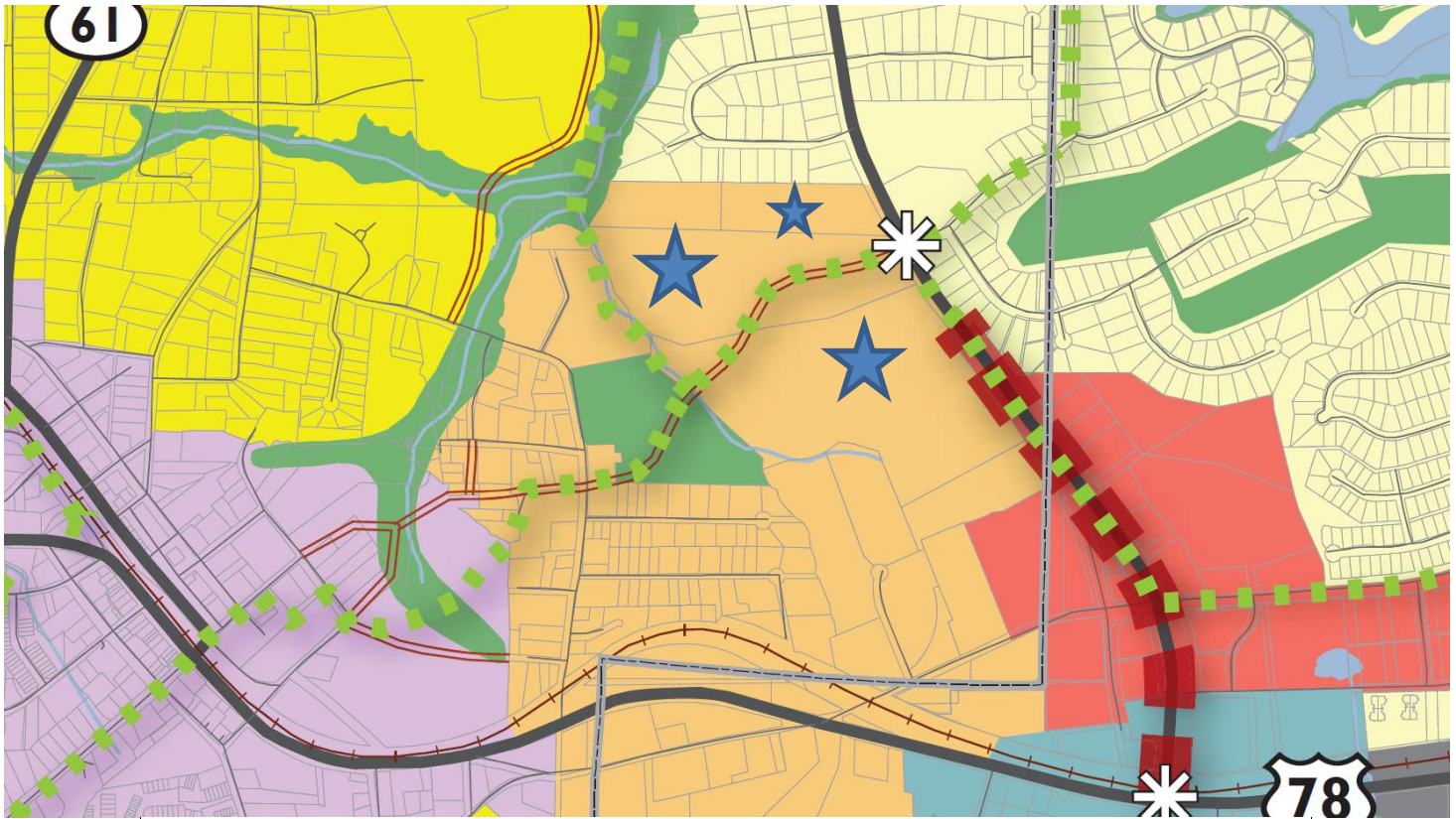
Corresponding Maps:

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

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appeal of Decision by the Planning Commission for PLAT-04-21 – Parcel #:
01720250035, 01720250003 & 01730250010;

AGENDA DATE: October 26th, 2021

DATE PREPARED: October 15th, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: LGI Homes - Georgia, LLC of Atlanta, GA has requested an appeal to a decision by the City of Villa Rica Planning Commission to deny a Preliminary Plat Application filed by the appellant.

BACKGROUND: The applicant submitted a Preliminary Plat application with all applicable requirements to the Community Development Director as per Section 11.03 *Development Plan Review and Approval*, which was subsequently denied by the Planning Commission on October 5, 2021. The appellant is requesting an appeal from the Planning Commission's determination that the preliminary plat does not meet the city's plat requirements.

STAFF RECOMMENDATION: Staff recommends **APPROVAL**.

PLANNING COMMISSION: DENIAL OF PLAT (3-1)

MOTION:

I move to approve the appeal submitted by LGI Homes – Georgia, LLC and overturn the Planning Commission's denial of the Preliminary Plat dated October 13, 2020 as presented and as attached herein.

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

City of Villa Rica



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

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

THE CITY OF VILLA RICA
LETTER OF DECISION
Case No.: PLAT-04-21

October 8, 2021

Joshua A. Scoggins and Paul Mitchell
Miles, Hansford and Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040
(Sent Via email ONLY - jscoggins@mhtlegal.com)

Dear Mr. Scoggins,

This letter is to inform you that my office has received and reviewed a Preliminary Plat Application and associated plans, dated October 13, 2020, for a new subdivision entitled "Conners Landing". In accordance with *Section 11.03 Development Plan Review and Approval* of the Villa Rica Zoning Ordinance, all preliminary plat applications must be reviewed by the department and the city's Planning Commission to ensure the city's preliminary plat requirements are met. Please be advised that the Preliminary Plat Application has been denied by the department based off the following reason(s):

- The preliminary plat was not approved by the Planning Commission.

As per *Section 11.11 Administrative Appeals Procedure* of the Zoning Ordinance, you may appeal this decision to the Villa Rica City Council. According to Section 11.11(1)(a), "The Council may grant an appeal of any decision, interpretation, or determination made by the Director, other City staff members, or any other administrative official or Board charged with the duty of enforcing and interpreting this ordinance."

In accordance with the procedures and requirements for appeals, the following information is required to be submitted in order for an appeal to be processed:

- The appellant shall submit an administrative appeal application within ten (10) days of the Director's decision along with the required supporting information. Supporting information shall include, but not be limited to, the following:
 - (1) Original Submittals. Copies of all materials upon which the decision being appealed was based.
 - (2) Written Decisions. Copies of any written decisions that are the subject of the appeal.
 - (3) Appeal Basis. A letter describing the reasons for the appeal noting specific sections of this ordinance and other standards applicable in the City of Villa Rica upon which the appeal is based.

Should you have any questions or need clarification, please contact me at 678-840-1213.

Sincerely,

Bobby Elliott, P.E.

Community Development Director/City Engineer



Aaron McCullough, RLS
Vice President
HRC Engineers, Inc.
6554 Church Street
Douglasville, GA 30134

**RE: CONNERS LANDING
TRAFFIC MEMORANDUM**

Dear Mr. McCullough,

Columbia Engineering and Services (CES) has developed this Traffic Memorandum in accordance with state of the practice requirements related to the development of Connors Landing, located in the City of Villa Rica, GA. The project is located along the south side of Connors Road to the east of Tyson Road.

This Memo summarizes the project and provides information relative to its potential impacts to the surrounding roadway network, as summarized in the following paragraphs.

PROJECT DESCRIPTION

The project is proposed to consist of a 196 single family dwelling units. The project is located on currently vacant property, and will intersect Connors Road directly across from existing Enclave Drive. The proposed site plan is attached as Figure 1.

Project access will be provided via a proposed roundabout located at the intersection of Connors Road and Enclave Drive. The site driveway will form the 4th leg of this intersection, with Enclave Drive to the north and the site located to the south.

ROADWAY NETWORK

Connors Road is currently a rural 2-lane undivided roadway in the project vicinity. A 2-lane roundabout is proposed at the project driveway, as shown on the site plan (Figure 1). Modern roundabouts provide for safe travel and efficient access to each of the four legs of the intersection. These designs eliminate conflicting turning movements, and are therefore a safe alternative to convention stop controlled intersections.

TRIP GENERATION

The amount of traffic to be potentially generated by the proposed site development was estimated utilizing rates obtained from the ITE Trip Generation Manual, 10th Edition. The Trip Generation Manual serves as the nationally recognized resource to determine site generated trips.

For this analysis, Land Use Code 210, Single Family Dwelling Units, was utilized. The results of the analysis are reported in Table 1.

TABLE 1
CONNERS LANDING TRIP GENERATION ESTIMATES

Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
	925	925	1850		36	109	145		122	72	194

Review of Table 1 indicates that the project is estimated to generate approximately 1850 total trips per day, with approximately 145 trips during the AM peak hour and 194 during the PM peak hour.

ANALYSIS

To develop an estimated project traffic distribution, existing GDOT count stations were reviewed. The nearest count location is count station ID 097-0054 located on US 78 east of Andy Mountain Road. Data from this location is provided as an appendix. According to this data, the current directional factor for existing traffic in the project area is approximately 65% east, and 35% west during peak periods. As this is representative of the directional split for project generated traffic, this will be used to assign project traffic.

On a daily basis, the 65%/35% splits would yield approximately 1202 daily trips to the east of the project site, and 648 trips to the west of the project site.

According to data utilized by the Georgia Regional Transportation Authority (GRTA) for use in its transportation analyses, the daily capacity of a 2-lane rural roadway is approximately 18,900 vehicles per day at Level of Service (LOS) C, which is a typical rural LOS expectation. At this capacity value, the project worst case project traffic would represent an increase of approximately 6% (1202/18900), which is a minor impact. Under GRTA guidelines, the project study area would be very limited, comprising only the project access.

Under peak period conditions, especially with the addition of the roundabout, project traffic will represent an even lesser percentage of the total traffic present.

FIGURE 1
CONNERS LANDING SITE PLAN

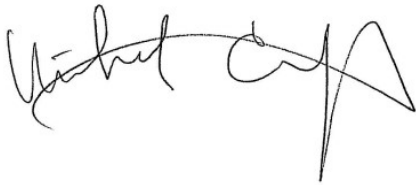


CONCLUSION

Based upon the analysis developed for this Traffic Memorandum, project traffic should have a minimal impact on the adjacent roadways.

Should you have any questions or comments on this list, please do not hesitate to reach out for further discussion. I can be reached at (813) 382-5390 or mcrawford@columbia-engineering.com.

Sincerely,
COLUMBIA ENGINEERING AND SERVICES, INC.

A handwritten signature in black ink, appearing to read "Michael Crawford", with a stylized flourish at the end.

Michael A. Crawford, PE
Market Segment Leader

APPENDIX

Trip Generation Summary

Alternative: Alternative 1

Phase:

Project: Conners Landing

Open Date: 10/5/2021

Analysis Date: 10/5/2021

			Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
ITE	Land Use		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1			925	925	1850		36	109	145		122	72	194
	196	Dwelling Units												
Unadjusted Volume				925	925	1850		36	109	145		122	72	194
Internal Capture Trips				0	0	0		0	0	0		0	0	0
Pass-By Trips				0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets				925	925	1850		36	109	145		122	72	194

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION 10, TRAFFICWARE, LLC

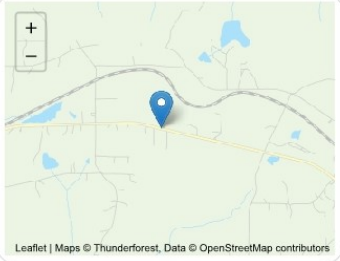
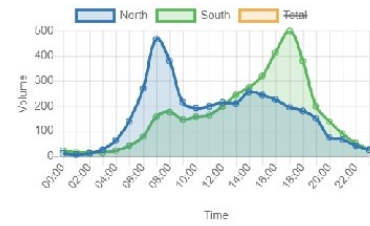
P. 1

0000097_0054 - 097-0054
 Description: CRX 024700
 County: Douglas
 Route number: 00000800
 LRS section: 0971000800
 Functional class: 4U - Minor Arterial (Urban)
 Coordinates: 33.73397339, -84.8522146

Site Data



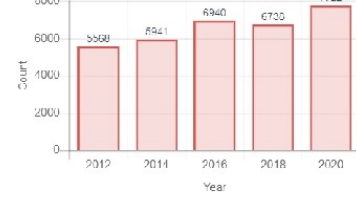
Average Hourly Volume



Count History

Year	Month	Count type	Duration	Count
2020	February	Volume	48 hours	7722
2018	March	Class	48 hours	6738
2016	August	Volume	48 hours	6940
2014	March	Volume	48 hours	5941
2012	January	Volume	48 hours	5568

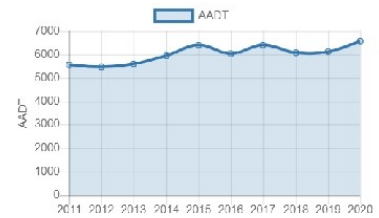
Count History



Annual Statistics

Data Item	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Statistics type	-	-	-	-	Estimated	Actual	Estimated	Actual	Estimated	Actual
AADT	5540	5470	5590	5950	6400	6030	6380	6080	6120	6540
K-Factor	-	-	-	0.095	0.095	0.128	-	0.100	0.100	0.104
D-Factor	-	-	-	0.500	0.500	0.500	-	0.630	0.630	0.650
Future AADT	-	-	-	-	-	7110	6980	7770	7940	8240

AADT Trend



RECORDATION AREA

TRACT AREA
11.60 ACRES

- (A) 25' UNDISTURBED STATE WATER BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- (B) 50' UNDISTURBED BARTOW COUNTY STREAM BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- (C) 75' IMPERVIOUS SURFACE SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION)

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 certificates, signatures, stamps, or statements hereon. 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 forth in O.C.G.A. Section 15-6-67.

9/30/2020
DATE

Aaron M. McCullough (Ga. P.L.S. #2990)



UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
154 GRANT ROAD
FAYETTEVILLE, GEORGIA 30215
404-312-6912

UTILISURVEY, LLC UTILIZED SEVERAL TECHNIQUES INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC, MAGNETIC LOCATION FOR FERROUS METALS, ACOUSTIC AND PASSIVE FREQUENCIES TO DESIGNATE AND MARK BURIED UTILITIES ON THE SURFACE WITH PAINT AND FLAGS COVERING THE ENTIRE AREA OF THE PROJECT.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM UTILITY OWNERS.

IF YOU DIG
Know what's below.
Call before you dig.
Dial 811
Or call 800-282-7411

LEGEND

- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- PROPERTY LINE
- RIGHT OF WAY
- N/F NOW OR FORMERLY
- B/L BUILDING LINE
- OTF OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- OMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- LIGHT POLE (1 LAMP)
- LIGHT POLE (2 LAMPS)
- LIGHT POLE (3 LAMPS)
- LIGHT POLE (4 LAMPS)
- BOUNDARY LINE
- FENCE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- GREASE TRAP
- GAS METER
- POWER METER
- POWER BOX
- GAS VALVE
- POWER POLE
- GUY ANCHOR
- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS PERFORMED USING AN CLOSED TRAVERSE AND WAS NOT ADJUSTED.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 213,909 FEET.

THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT:
TRIMBLE S6 ROBOTIC TOTAL STATION AND DATA COLLECTOR

ALTA COMMITMENT FOR TITLE INSURANCE

COMMENTS CONCERNING EXCEPTIONS FROM TRINITY TITLE INSURANCE AGENCY, INC. FILE NUMBER: 67194, DATED AUGUST 12, 2020.

All matters shown on recorded plat filed June 26, 2006 in Plat Book 34, page 248, Douglas County, Georgia records. *(Affects subject property, blanket in nature)*

Easement from Marvin B. Norvell and Mrs. Josephine H. Norvell to Georgia Power Company, dated April 23, 1974, filed May 3, 1974, recorded in Deed Book 255, page 63, aforesaid records. *(Affects subject property, as shown)*

Right of Way Easement from M.B. Norvell, Sr. to Douglas County Electric Membership Corporation dated June 29, 1988, filed September 5, 1989, recorded in Deed Book 656, page 448, aforesaid records. *(Does not affect subject property)*

Declaration of Restrictive Covenants and Development Agreement among Mirror Lake, LLC, West Georgia National Bank and Harry D. Coats, Mark M. Young, Jeff R. Matthews and Phillip Kauffman dated April 1, 1989, filed April 5, 1999, recorded in Deed Book 1244, page 145, aforesaid records. *(Affects subject property, blanket in nature)*

Right of Way Easement from Grande Builders, LLC to Greystone Power Corporation, dated May 9, 2006, filed November 14, 2008, recorded in Deed Book 2467, page 415. *(Does not affect subject property)*

Right of Way Agreement from GEMCO Properties, LLC to Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company, dated January 22, 2016, filed February 26, 2016, recorded in Deed Book 3364, page 915; as assigned to Dogwood Enterprise Holdings, Inc., a Georgia corporation by Assignment dated October 29, 2018, filed November 2, 2018, recorded in Deed Book 3643, page 1043, aforesaid records. *(Affects subject property, as shown)*

RECORD DESCRIPTION

EXHIBIT "A"

ALL THAT TRACT OR parcel of land lying and being in Land Lots 172 & 173 of the 2nd District, 5th Section, Douglas County, Georgia, being shown as 11.599 acres on a plat of survey prepared for Grande Builders, LLC, by Singleton Surveying Company, Inc., Gary J. Singleton G.R.L.S. No. 2457, Dated December 23, 2005 and filed for record in Plat Book 34, Page 248, Douglas County, Georgia records, which plat is incorporated herein by this reference and made a part hereof.

TRACT DESCRIPTION

PROPERTY LINE DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 172 AND 73 OF THE 2ND DISTRICT, 5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF NALLEY ROAD (30' RW) AND THE NORTHERLY RIGHT-OF-WAY OF THE SOUTHERN RAILROAD (200' RW); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 62 DEGREES 38 MINUTES 15 SECONDS WEST, 107.70 FEET TO A 1/2" REBAR; THENCE, SOUTH 62 DEGREES 37 MINUTES 49 SECONDS WEST, 100.00 FEET TO A 1/2" REBAR; THENCE, SOUTH 60 DEGREES 56 MINUTES 09 SECONDS WEST, 100.05 FEET TO A 1/2" REBAR; THENCE, SOUTH 59 DEGREES 01 MINUTES 38 SECONDS WEST, 99.95 FEET TO A 1/2" REBAR; THENCE, SOUTH 57 DEGREES 00 MINUTES 31 SECONDS WEST, 100.02 FEET TO A 1/2" REBAR; THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 28 DEGREES 08 MINUTES 46 SECONDS WEST, 258.99 FEET TO A 1/2" REBAR; THENCE, NORTH 71 DEGREES 36 MINUTES 36 SECONDS WEST, 139.45 FEET TO A 1/2" REBAR; THENCE, NORTH 15 DEGREES 48 MINUTES 01 SECOND EAST, 51.84 FEET TO A 1/2" REBAR; THENCE, NORTH 67 DEGREES 00 MINUTES 46 SECONDS WEST, 50.73 FEET TO A 1/2" REBAR; THENCE, NORTH 76 DEGREES 43 MINUTES 46 SECONDS WEST, 33.97 FEET TO A 1/2" REBAR; THENCE, NORTH 76 DEGREES 48 MINUTES 45 SECONDS WEST, 54.56 FEET TO A 1/2" REBAR; THENCE, NORTH 22 DEGREES 17 MINUTES 56 SECONDS WEST, 79.92 FEET TO A 1/2" REBAR; THENCE, NORTH 13 DEGREES 15 MINUTES 17 SECONDS EAST, 515.56 FEET TO A 1/2" REBAR; THENCE, NORTH 68 DEGREES 39 MINUTES 11 SECONDS EAST, 389.57 FEET TO A 1/2" REBAR; THENCE, SOUTH 18 DEGREES 11 MINUTES 48 SECONDS EAST, 48.10 FEET TO A 1/2" REBAR; THENCE, SOUTH 19 DEGREES 02 MINUTES 45 SECONDS EAST, 99.13 FEET TO A 1/2" REBAR; THENCE, SOUTH 17 DEGREES 15 MINUTES 14 SECONDS EAST, 99.18 FEET TO A 1/2" REBAR; THENCE, SOUTH 16 DEGREES 00 MINUTES 51 SECONDS EAST, 51.87 FEET TO A 1/2" REBAR; THENCE, SOUTH 21 DEGREES 15 MINUTES 04 SECONDS EAST, 55.68 FEET TO A POINT; THENCE, SOUTH 20 DEGREES 23 MINUTES 55 SECONDS EAST, 208.39 FEET TO A 1/2" REBAR; THENCE, SOUTH 21 DEGREES 49 MINUTES 12 SECONDS EAST, 92.08 FEET TO A 1/2" REBAR; THENCE, SOUTH 26 DEGREES 49 MINUTES 49 SECONDS EAST, 51.46 FEET TO A 1/2" REBAR; THENCE, SOUTH 29 DEGREES 39 MINUTES 43 SECONDS EAST, 53.67 FEET TO A 1/2" REBAR; THENCE, SOUTH 35 DEGREES 08 MINUTES 58 SECONDS EAST, 151.83 FEET TO THE POINT OF BEGINNING; SAID TRACT OR PARCEL CONTAINING 11.60 ACRES

TRACT DESCRIPTION DESCRIBES THE SAME PROPERTY AS RECORD DESCRIPTION

SITE NARRATIVE

AREA SUMMARY:
TRACT AREA: 11.60 ACRES

BUILDING HEIGHT RESTRICTION:
MAXIMUM BUILDING HEIGHT: 2 STORY/35'

ZONING & SETBACKS:

CURRENT ZONING= PD
ZONING RESTRICTIONS ARE TAKEN FROM CITY OF VILLA RICA ZONING CODE.
MAX. BUILDING COVERAGE: NO MAXIMUM
MINIMUM LOT WIDTH: 100'
MINIMUM LOT AREA: 20,000 Sq. Ft.
SETBACKS = FRONT - 20'
SIDE - 10'
REAR - 20'

GENERAL NOTES

- FLOOD STATEMENT: AS PER OFFICIAL F.I.R.M. 1304500178E DATED AUGUST 1, 2019 A PORTION OF THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- ZONING AND SETBACK INFORMATION IS TAKEN FROM CITY OF VILLA RICA ZONING CODE.
- THE RECORDED EASEMENTS SHOWN HEREON ARE BASED UPON INFORMATION CONTAINED IN COMMITMENT FROM TRINITY TITLE INSURANCE AGENCY, INC. FILE NUMBER: 67194, EFFECTIVE DATE AUGUST 12, 2020; HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- ADDRESS: NALLEY ROAD, VILLA RICA, GA. 30180
- SUBJECT PROPERTY REFERENCES
A. BASED UPON INFORMATION CONTAINED IN COMMITMENT FROM TRINITY TITLE INSURANCE AGENCY, INC. FILE NUMBER: 67194, EFFECTIVE DATE AUGUST 12, 2020.
- WETLAND STATEMENT: BASED UPON AN INSPECTION BY HUGHES-RAY COMPANY, INC., ON JUNE 30, 2020 JURISDICTIONAL WETLANDS ARE LOCATED WITHIN THE BOUNDARIES OF THE PROPERTY SHOWN.

PLEASE NOTE

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

AARON M. MCCULLOUGH, L.S.
GA. REGISTRATION NO. 2990
6554 E. CHURCH STREET
DOUGLASVILLE, GA. 30134

ALTA CERTIFICATION

TO: LGI HOMES & TRINITY TITLE INSURANCE AGENCY, INC.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5(a), (b) and (c), 6, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on 7/2/20.

DATE: 9/30/20
AARON M. MCCULLOUGH, L.S.
HUGHES-RAY COMPANY, INC.
6554 E. Church Street
Douglasville, Georgia 30134



100 0 100 200
SCALE: 1" = 100'

ALTA



HUGHES-RAY COMPANY, INC.
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
p 770.942.0196
f 770.942.0152
www.HughesRay.com

ALTA/NSPS LAND TITLE SURVEY FOR
LGI HOMES &
TRINITY TITLE AGENCY, INC

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

DATE: 30 SEPTEMBER 2020

DRAWING NO. H20166 SU2 ALTA

NO.	DATE	REVISION DESCRIPTION

DRAWN BY: WAS
CHECKED BY: AMM
JOB NO.: H20166
SCALE: 1"=100'
THIS DRAWING IS COPYRIGHTED.
THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM.
ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

LEGEND

PRE. ENGINEER'S CERTIFICATE

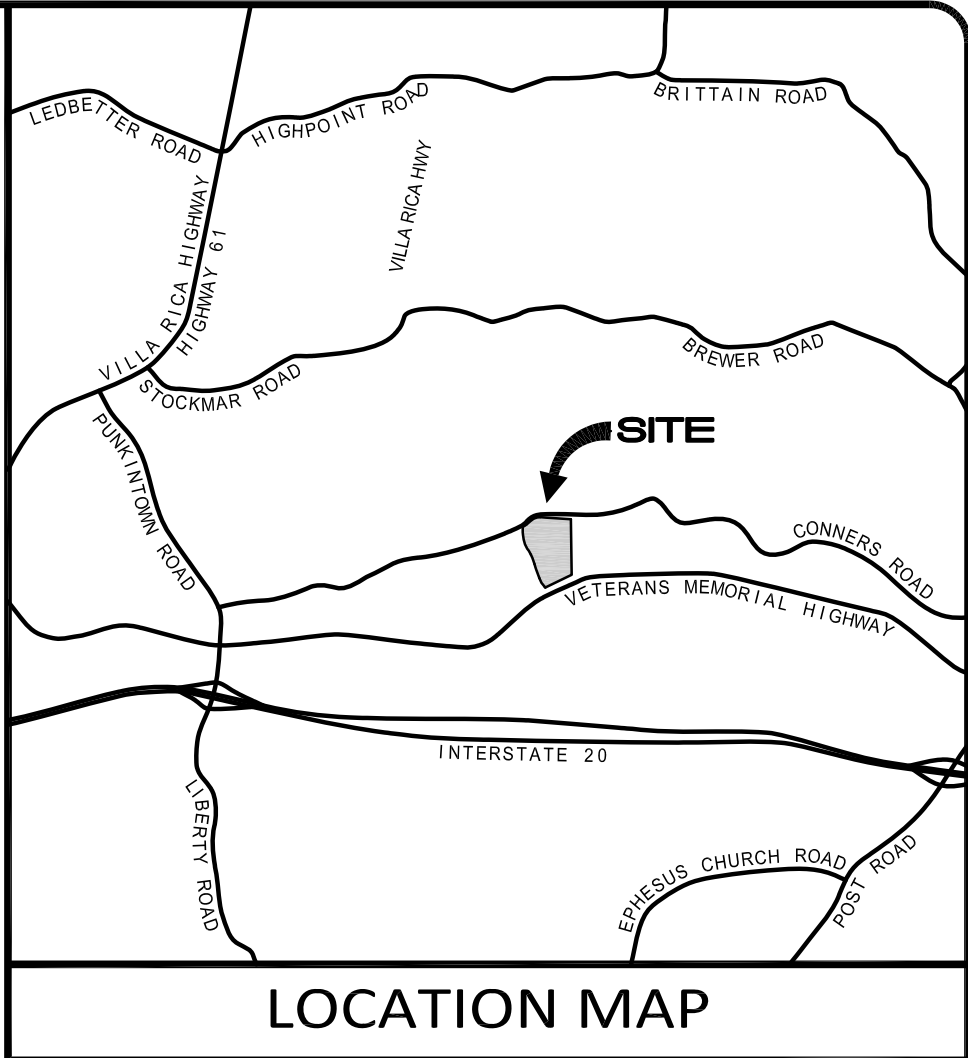
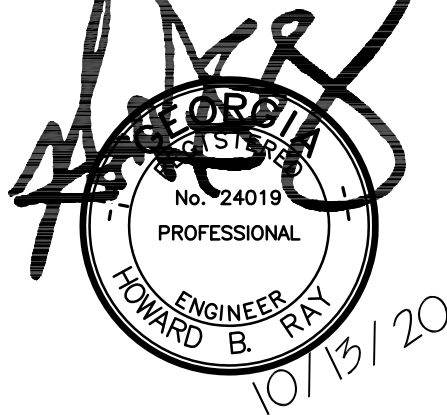
DESIGNER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PROPOSED PRELIMINARY PLAT CORRECTLY REPRESENTS DATA COMPILED OR VERIFIED THROUGH A SURVEY COMPLETED UNDER MY DIRECT SUPERVISION ON JULY 2, 2020, OF PROPERTY SHOWN AND DESCRIBED HEREON.

BY: AARON M. McCULLOUGH
 SIGNED: [Signature]
 GA. R.L.S. NO.: 2990
 ADDRESS: 8554 EAST CHURCH STREET, DOUGLASVILLE, GA. 30134
 TELEPHONE NUMBER: 770-942-0196
 DATE: OCTOBER 13, 2020

I HEREBY CERTIFY THAT THE LAYOUT OF THE PROPOSED LOTS, BLOCKS, STREETS, AND OTHER PLANNED FEATURES INCLUDED IN THIS PRELIMINARY PLAT HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION.

BY: HOWARD B. RAY
 SIGNED: [Signature]
 REGISTRATION NO.: 24019
 ADDRESS: 6554 EAST CHURCH STREET, DOUGLASVILLE, GA. 30134
 TELEPHONE NUMBER: 770-942-0196
 DATE: OCTOBER 13, 2020



GENERAL NOTES

- ALL LOTS TO BE SERVED BY PUBLIC SANITARY SEWER AND WATER.
- THIS PLAT NOT INTENDED FOR RECORDING.
- DATUM IS BASED ON NAVD88 GEORGIA WEST ZONE.
- 9' CONCRETE SIDEWALKS REQUIRED ON BOTH SIDES OF STREET.
- ALL DESIGN AND CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF VILLA RICA DEVELOPMENT CODE.
- FLOOD STATEMENT: AS PER OFFICIAL F.I.R.M. 13045C0176E DATED AUGUST 1, 2019 A PORTION OF THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- WATER LINE SIZE AND FIRE HYDRANT LOCATION TO BE DETERMINED DURING DESIGN STAGE AND SHALL CONFORM TO CITY OF VILLA RICA AND FIRE MARSHALL REQUIREMENTS.
- ALL LOT DIMENSIONS ARE APPROXIMATE.
- RADIOI OF CUL-DE-SAC R/W AND CURB TO BE DETERMINED AT DESIGN STAGE.
- STREET NAMES TO BE DETERMINED AT DESIGN STAGE AND SHALL COMPLY WITH EMERGENCY 911 REQUIREMENT.
- A TYPICAL AMENITIES PACKAGE INCLUDES A PAVILION, A PLAYGROUND, AND A DOG PARK.
- CONNERS ROAD HAS ADEQUATE RIGHT OF WAY AND PAVEMENT WIDTH TO ACCOMMODATE THIS SUBDIVISION.
- THE SITE DISCHARGES TO AN EXISTING FLOODPLAIN IN BOTH PROPOSED AND EXISTING CONDITIONS.

ZONING STIPULATIONS FOR TRACT FOUR & FIVE (EAST OF NALLEY ROAD)

- THE MAXIMUM NUMBER OF PROPOSED LOTS = 172 SINGLE FAMILY DETACHED LOTS.
- THE LOTS TO BE A MINIMUM WIDTH OF 50 FEET. THE MINIMUM LOT SIZE TO BE 6,000 SF.
- THE TOTAL AREA IS 51.38 ACRES.
- APPROXIMATELY 3.3 DWELLINGS PER ACRE.
- THE SETBACKS PROPOSED ARE:
 - FRONT SETBACK = 20 FEET
 - SIDE SETBACK = 5 FEET
 - REAR SETBACK = 25 FEET
 - HOUSE SEPARATION MINIMUM = 10 FEET
- THE MINIMUM HEATED SQUARE FOOTAGE FOR HOUSES IS 1,600 SF.
- AVERAGE SQUARE FOOTAGE = 1,650 SF.
- THE HOUSES WILL MEET THE BELOW SPECIFICATIONS:
 - EXTERIOR FACADE 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 SHALIT
 - 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 FACADE 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 A MINIMUM OF 18 FT., TWO-CAR GARAGE.
- STREET LIGHTING WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT.
- SIDEWALKS WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT ON AT LEAST ON SIDE OF INTERNAL STREETS.
- ALL MECHANICAL UNITS WILL BE SCREENED FROM RIGHT-OF-WAY WITH LANDSCAPING.
- THE CITY WILL NEED A LETTER FROM MIRROR LAKE HOA THAT TRACT FOUR AND FIVE WILL BE ADMITTED TO LAKE HOA, OTHERWISE, THESE TRACTS WILL BE REQUIRED TO PROVIDE THEIR OWN HOA WITH THE REQUIRED AMENITIES AS DEFINED BY THE NEW ZONING ORDINANCE RELATING TO PUD ZONING.

OWNER/DEVELOPER
 LGI HOMES - GEORGIA, LLC
 2700 CUMBERLAND PARKWAY
 SUITE 100
 ATLANTA, GEORGIA 30339
 24 hr. CONTACT: EVAN BOWLES
 PH: 678-584-3464

- A 25' UNDISTURBED STATE WATER BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- B 50' UNDISTURBED STREAM BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- C 75' IMPERVIOUS SURFACE SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION)

PRELIMINARY PLAT APPROVAL CERTIFICATE

ALL REQUIREMENTS OF THE CITY OF VILLA RICA DEVELOPMENT REGULATIONS RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED, SUBJECT TO FURTHER REVISIONS OF SAID SUBDIVISION REGULATIONS.

PLANNING COMMISSION CHAIRMAN _____ DATE _____

CITY CLERK _____ DATE _____

P
L
A
T



PRELIMINARY PLAT FOR
**CONNERS LANDING
 MIRROR LAKE**
 LOCATED IN LAND LOT 172
 2nd DISTRICT, 5th SECTION
 CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

DATE: 13 OCTOBER 2020			DRAWING NO. H20166 PREPLAT2
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: SM
			CHECKED BY: AM
			JOB NO.: H20166
			SCALE: 1"=100'
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GIL MCDOUGAL, MAYOR
CITY COUNCIL:
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica



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

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

APPLICATION FOR PRELIMINARY PLAT APPROVAL

Applicant Information:

Name: LGI Homes - Georgia, LLC

Address: 2700 Cumberland Parkway Suite 100

City, State, Zip: Atlanta, Georgia, 30339

Phone: 678-584-3464

E-mail: evan.bowles@lgihomes.com

Property Owner Information: *(if different from applicant)*

Name: LGI Homes-Georgia, LLC

Address: 2700 Cumberland Parkway Suite 100

City, State, Zip: Atlanta, GA, 30339

Phone: 678-340-7056

E-mail: tony.pourhassan@lgihomes.com

The property owner, must sign the following form; if the applicant is not the property owner, you must submit evidence of property owner approval to file this application by submitting the property owner authorization form.

Property Information:

Tax Map and Parcel Number: Parcel #: 01720250035, 01720250003 & 01730250010

Address (if one has been assigned): _____

Acreage of Property: 63.95 acres

Existing Zoning District:

PUD

Proposed Use:

Subdivision - Single Family Homes

Property Owner Authorization

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Carroll County, Georgia.

Name of Owner(s): LGI Homes-Georgia, LLC

2700 Cumberland Parkway Suite 100 Atlanta Ga 30339

Telephone Number: 678-340-7056


Signature of Property Owner

I authorize the person named below to act as applicant in the pursuit of this application.

LGI Homes - Georgia, LLC

Name of Applicant(s)

Address: 2700 Cumberland Parkway Suite 100 Atlanta, Ga 30339

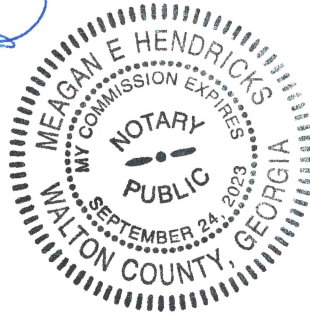
Telephone Number: 678-340-7056

Property owner personally appeared before me 9/17/2021
who swears that the information contained in this authorization is true and correct to the
best of his or her knowledge and belief.

Notary:

Meagan E. Hendricks

Public Date:



To complete your application, attach/submit the following in addition to this completed form:

Preliminary Plat applications to be complete also require the following:

	Application fee: \$500.00 or \$20 per lot, whichever is greater. Make check payable to the City of Villa Rica
	Plat: Submit 15 copies of the preliminary plat plus one digital copy. Checklist of items is provided below for preliminary plats:

Specifications for preliminary plats:

	Proposed name of the project
	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.
	Miscellaneous. North point and graphic scale, source of data, date of plan drawing, and, if any, revision dates
	An accurate, up-to-date and certified survey of the property on which the project is to be built. Date of boundary survey must be included on Plat
	Location and size of the property in acres (or in square feet if less than an acre), and the external boundaries of the tract to be subdivided or developed shown by bearings and distances
	Vicinity map
	Abutting property information. Names of adjoining property owners per recorded deeds, zoning district, use, and overlay district if applicable
	Prior subdivision (if any)
	Zoning and overlay district (if applicable) of property with required setbacks shown
	Application number and conditions. Rezoning, special use, and variance application number, date of approval, and conditions of approval, if applicable
	Approximate topography of the site.
	Natural features and flood plains. Natural features within the property, including topographic contours at no less than five-foot intervals, drainage channels, bodies of water, wetlands, streams with required buffer designated, wooded areas and other significant natural features such as groundwater recharge areas and rock outcroppings. On all water courses entering or leaving the property, the direction of flow shall be indicated. The 100-year flood plain, if any, shall be delineated
	Streets, easements, political boundaries and built features. Man-made features within and adjacent to the property, including street right-of-way and pavement widths, names of existing streets, all easements, city and county political boundary lines, and other significant information such as location and dimensions of bridges, existing buildings to remain, and other features
	Subdivision block and lot layout. The proposed subdivision layout including lot lines and street right-of-way lines, with proposed street names or letter designations and right-of-way widths, along with the front building setback line and the approximate dimensions of the length and width of each lot. The total number of lots in the subdivision and the total acreage in the tract to be subdivided shall be indicated. Lots shall be numbered consecutively in a clockwise fashion, and the approximate land area of each lot shall be indicated for each lot. The proposed phasing of the subdivision shall be indicated, if it is proposed to be platted in phases
	Proposed site layout including buildings, drives, parking, walkways, landscaped areas, buffer easements, utilities and any other features necessary to properly present the concept.
	Proposed off-site improvements which may be necessary to properly develop site.
	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.
	If the site plan is for an addition to or change in an existing site plan, the drawings must clearly show the changes that are being proposed.
	Water and sewage disposal. A statement as to the source of the domestic water supply and provisions for sanitary sewage disposal. For those properties that will not be served by a public sanitary sewerage system, location and results of soil tests or percolation tests as required and approved by the Carroll or

	Carroll County Environmental Health Department (whichever is applicable)
	Storm water management. The approximate location of proposed storm water detention facilities
	Public land reservations. In addition to public streets, the preliminary plat shall indicate land if any to be dedicated for public use
	Provide vehicular use area landscaping requirements.
	Other information as may be required by the City Engineer and Planning and Zoning Specialist



**Miles Hansford
& Tallant, LLC**
ATTORNEYS AT LAW

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202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040
770-781-4100 | www.mhtlegal.com

NORTH FULTON
178 S Main Street | Suite 310 | Alpharetta, Georgia 30009
770-781-4100 | www.mhtlegal.com

J. Paul Mitchell
pmitchell@mhtlegal.com

October 15, 2021

Via Hand Delivery and E-mail (belliott@villarica.org; rjohnson@villarica.org; and dmecklin@tisingervance.com)

City of Villa Rica, Georgia

Attn: Gil McDougal, Mayor

Tom Barber, City Manager

Bobby Elliott, Community Development Manager/City Engineer

Chris Montesinos, Deputy Community Development Manager

Ronald Johnson, Planning and Zoning Specialist

Alisa Doyal, City Clerk

David Mecklin, City Attorney

571 West Bankhead Highway

Villa Rica, Georgia 30180

**NOTICE OF APPEAL AND RESERVATION OF CONSTITUTIONAL AND OTHER
LEGAL RIGHTS**

Applicant/Appellant:	LGI Homes – Georgia, LLC
Subject Property:	63.95 Acres comprised of Parcel Numbers: 01730250010, 01720250035 and 01720250003 in the Mirror Lake PUD
Application:	Preliminary Plat for Existing PUD (PLAT-04-21)

My law firm represents the Applicant/Appellant LGI Homes – Georgia, LLC (“LGI”) in its appeal of the City of Villa Rica Planning and Zoning Commission’s (the “Commission”) decision to deny LGI’s preliminary plat application for Conners Landing PLAT-04-21. Accordingly, LGI hereby submits this *Notice of Appeal and Reservation of Constitutional and Other Legal Rights* to the City of Villa Rica City Council pursuant to the City’s Zoning Ordinance Sec. 11.11.

LGI owns the Subject Property and plans to build a residential community consisting of 196 single family detached homes located in the Mirror Lake PUD. LGI’s engineering firm, HRC Engineers, Surveyors & Landscape Architects (“HRC”), timely submitted a preliminary plat application to the City. On September 7, 2021, the Commission held its first public hearing on the Application. At the September 7th meeting, the Commission tabled LGI’s Application to the next regularly scheduled meeting in order to give LGI time to address questions raised by the

Commission members. Subsequently, on October 5, 2021, the Commission voted to deny the Application.

On October 8, 2021, Community Development Director/City Engineer Bobby Elliott issued a Letter of Decision regarding the Application. The Letter of Decision outlined the information that must be submitted to allow an appeal to be processed. Specifically, within ten (10) days of the decision being appealed, the appellant must submit (1) a copy of the materials upon which the decision was based, (2) a copy of the written decision being appealed, and (3) a letter describing the reasons for the appeal, noting the specific sections of the ordinance and other applicable standards upon which the appeal is based.

Accordingly, LGI submits the following:

- A copy of LGI's Preliminary Plat Application, which includes the Preliminary Plat for Conners Landing Mirror Lake (dated October 13, 2020), and the Traffic Memorandum from Columbia Engineering (collectively, Exhibit 1);
- A copy of the Letter of Decision (dated October 8, 2021) from Bobby Elliott containing the written decision that is the subject of this appeal (Exhibit 2); and
- This *Notice of Appeal and Reservation of Constitutional and Other Legal Rights*, which is LGI's letter to the City of Villa Rica describing the reasons for LGI's appeal and noting the specific sections of the ordinance and applicable standards upon which LGI's appeal is based.

The reason stated in the Letter of Decision for the denial of the Application was: "The preliminary plat was not approved by the Planning Commission." (See Exhibit 2.) During the Commission's October 5, 2021 meeting, however, the Commission did not identify any technical deficiencies with LGI's Application or the Preliminary Plat itself. Instead, the Commission appeared to base its decision on the subjective preferences of some of its members and the desire to decrease the density and increase the buffers to an unspecified amount, even though the density and buffers shown in LGI's Preliminary Plat satisfy the City of Villa Rica's zoning ordinance and standards applicable to the Subject Property.

Section 11.11(d) of the City's Zoning Ordinance states that, "The Council shall only grant an appeal of such an administrative decision based on a determination in writing that the decision of the administrative person or Council was inconsistent with the provisions of this ordinance." Further, Section 6.06(5)(b)(i-iii) establishes that the following criteria are to be considered by the Commission when deciding whether to approve a preliminary plat for a PUD:

- i) *Consistent with the intent and purpose of this Ordinance;*
- ii) *Whether the proposed development advances the general welfare of the community and neighborhood; and*

- iii) *Whether the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify the deviation from standard district regulations.*

The City Council should grant LGI's appeal and approve LGI's Application because the Commission's decision on October 5, 2021 was inconsistent with the applicable zoning ordinances and standards. In fact, the City's own Planning and Zoning professionals recommended approval of LGI's Application and confirmed that LGI's Preliminary Plat meets all applicable zoning requirements in the Mirror Lake Master Plan revisions recently approved by the City Council. Further, LGI's Preliminary Plat is consistent with the intent and purpose of the City's Zoning Ordinance and advances the general welfare of the community and neighborhood (see Section 6.06(5)(b)(i-ii), *supra*) because LGI's Preliminary Plat satisfies all of the requirements of the Mirror Lake PUD. Also, the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify approval of LGI's Application because the Application does not deviate from the Mirror Lake PUD. (See Section 6.06(5)(b)(iii), *supra*.) Finally, Columbia Engineering concluded that traffic from LGI's Connors Landing development "should have a minimal impact on the adjacent roadways." (See Traffic Memorandum, p. 4, included in Exhibit 1.)

Notice of Reservation of Constitutional and Other Legal Rights and Remedies

This Notice of Reservation of Constitutional and Other Legal Rights and Remedies is intended to put the City, the City Officials, and all other officials, employees and contractors employed by the City, on notice of LGI's assertion and reservation of LGI's constitutional and legal rights regarding the City Officials' consideration, review, and vote on LGI's Application and Appeal.

As an initial matter, LGI objects to the standing of any zoning opponents who are not owners of land adjoining the Subject Property and to the consideration by the City of testimony or evidence presented by any party without standing in making its decision regarding the Application and Appeal. LGI also objects to the consideration of testimony or evidence presented by any party that fails to comply with notice and campaign disclosure requirements.

LGI's Application and Appeal meet all legal requirements for consideration and approval. There is no reasonable use of the Subject Property other than as proposed in the Application and no resulting benefit to the public from denial of modification of the Application. Refusal to grant LGI's appeal and approve LGI's Application as requested would impose a disproportionate hardship on LGI without accruing any benefits to any surrounding property owners. Any provisions contained in the City's Code of Ordinances that require the development of the Subject Property to be different from the Application are unconstitutional in that they constitute a taking of LGI's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the City Officials to grant LGI's appeal and approve LGI's Application so as to permit viable economic use of the Subject Property is unconstitutional and discriminates in an arbitrary, capricious and unreasonable manner between LGI and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Furthermore, refusal to grant LGI's appeal and approve LGI's Application as requested would constitute an arbitrary and irrational abuse of discretion and an unreasonable application of local land use authority bearing no relationship to the public health, safety, morality or general welfare of the public in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States. A refusal to grant the appeal and approve the Application as requested would be an abuse of discretion under the power granted to local governments by the Georgia Constitution and the Zoning Procedures Law codified in O.C.G.A. Section 36-66-1, et seq.

Furthermore, the City Officials cannot lawfully impose more restrictive standards on the Property's development than those that were in existence when the Subject Property was originally rezoned to its current zoning classification. To do so not only will constitute a taking of the Subject Property as set forth above, the imposition of such ex post facto restrictions is also unconstitutional because they constitute bills of attainder, ex post facto laws, and laws which impair LGI's existing contractual obligations in violation of Article I, Section I, Paragraph X of the Constitution of the State of Georgia of 1983, as amended, and are therefore void. In addition, any attempt to impose more restrictive standards amount to an unlawful delegation of authority by City Officials in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any zoning conditions or other restrictions imposed on the Subject Property without the consent of LGI that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. As such, LGI reserves the right to challenge any such additional zoning conditions.

LGI further asserts that the City's Zoning Ordinance, Comprehensive Plan and Official Zoning Map were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a refusal to approve the Application based upon provisions illegally adopted would deprive LGI of due process of law.

A failure by the Villa Rica City Council to grant LGI's appeal and approve LGI's Application as requested will give rise to numerous constitutional, legal and equitable claims against the City and its Officials. In the event that litigation becomes necessary, LGI will timely provide the City of Villa Rica with the requisite Ante Litem Notice required by O.C.G.A. § 36-33-5 in order to place the City and all other agents of the City, in their official and individual capacities, on notice of LGI's intent to seek monetary damages and attorney's fees against them for any rezoning action, zoning condition, illegal impact fee, and any other unlawful restrictions and exactions that are imposed on the Subject Property and/or LGI.

Finally, pursuant to the Georgia Supreme Court's decisions in Lathrop v. Deal, 301 Ga. 408 (2017), and Williams v. DeKalb Cty., 840 S.E.2d 423 (2020), absent an express Constitutional or statutory waiver, all claims against government officials for violations of rights guaranteed under the Georgia Constitution of 1983, as amended, must be brought against the offending government official in his or her individual capacity. Accordingly, should legal action become necessary, all claims that would otherwise be brought against the City of Villa Rica will instead be brought against the City Officials in their personal/individual capacities. By acting unlawfully, outside of their legal authority, said City Officials are personally liable to LGI and the doctrines of sovereign, official, legislative and statutory good faith immunity do not shield the individual officials from liability nor do they serve to bar any lawsuit brought by LGI against the City Officials for declaratory judgment, injunction, mandamus, reimbursement, inverse condemnation, other Constitutional torts and attorney's fees.

By filing this *Notice of Appeal and Reservation of Constitutional and Other Legal Rights*, LGI reserves all rights and remedies available under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity. LGI also reserves the right to amend and supplement this *Notice* at any time.

Based on the foregoing, LGI respectfully asks that the Villa Rica City Council grant LGI's appeal, approve LGI's Application for Preliminary Plat (PLAT-04-21), and that this *Notice* be included as part of LGI's Application.

Sincerely,



J. Paul Mitchell

Attachments (Exhibits 1 and 2)

cc: Tony Pourhassan
Aaron McCullough
Josh Scoggins

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

City of Villa Rica



CITY MANAGER: TOM BARBER
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E-mail: evan.bowles@lgihomes.com

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Address (if one has been assigned): _____

Acreage of Property: 63.95 acres

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PUD

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I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Carroll County, Georgia.

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2700 Cumberland Parkway Suite 100 Atlanta Ga 30339

Telephone Number: 678-340-7056


Signature of Property Owner

I authorize the person named below to act as applicant in the pursuit of this application.

LGI Homes - Georgia, LLC
Name of Applicant(s)

Address: 2700 Cumberland Parkway Suite 100 Atlanta, Ga 30339

Telephone Number: 678-340-7056

Property owner personally appeared before me 9/17/2021
who swears that the information contained in this authorization is true and correct to the
best of his or her knowledge and belief.

Notary:

Meagan E. Hendricks

Public Date:



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	Miscellaneous. North point and graphic scale, source of data, date of plan drawing, and, if any, revision dates
	An accurate, up-to-date and certified survey of the property on which the project is to be built. <u>Date of boundary survey must be included on Plat</u>
	Location and size of the property in acres (or in square feet if less than an acre), and the external boundaries of the tract to be subdivided or developed shown by bearings and distances
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	Abutting property information. Names of adjoining property owners per recorded deeds, zoning district, use, and overlay district if applicable
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	Carroll County Environmental Health Department (whichever is applicable)
	Storm water management. The approximate location of proposed storm water detention facilities
	Public land reservations. In addition to public streets, the preliminary plat shall indicate land if any to be dedicated for public use
	Provide vehicular use area landscaping requirements.
	Other information as may be required by the City Engineer and Planning and Zoning Specialist

[illegible]

Aaron McCullough, RLS
Vice President
HRC Engineers, Inc.
6554 Church Street
Douglasville, GA 30134

**RE: CONNERS LANDING
TRAFFIC MEMORANDUM**

Dear Mr. McCullough,

Columbia Engineering and Services (CES) has developed this Traffic Memorandum in accordance with state of the practice requirements related to the development of Conners Landing, located in the City of Villa Rica, GA. The project is located along the south side of Conners Road to the east of Tyson Road.

This Memo summarizes the project and provides information relative to its potential impacts to the surrounding roadway network, as summarized in the following paragraphs.

PROJECT DESCRIPTION

The project is proposed to consist of a 196 single family dwelling units. The project is located on currently vacant property, and will intersect Conners Road directly across from existing Enclave Drive. The proposed site plan is attached as Figure 1.

Project access will be provided via a proposed roundabout located at the intersection of Conners Road and Enclave Drive. The site driveway will form the 4th leg of this intersection, with Enclave Drive to the north and the site located to the south.

ROADWAY NETWORK

Conners Road is currently a rural 2-lane undivided roadway in the project vicinity. A 2-lane roundabout is proposed at the project driveway, as shown on the site plan (Figure 1). Modern roundabouts provide for safe travel and efficient access to each of the four legs of the intersection. These designs eliminate conflicting turning movements, and are therefore a safe alternative to convention stop controlled intersections.

TRIP GENERATION

The amount of traffic to be potentially generated by the proposed site development was estimated utilizing rates obtained from the ITE Trip Generation Manual, 10th Edition. The Trip Generation Manual serves as the nationally recognized resource to determine site generated trips.

For this analysis, Land Use Code 210, Single Family Dwelling Units, was utilized. The results of the analysis are reported in Table 1.

TABLE 1
CONNERS LANDING TRIP GENERATION ESTIMATES

Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
	925	925	1850		36	109	145		122	72	194

Review of Table 1 indicates that the project is estimated to generate approximately 1850 total trips per day, with approximately 145 trips during the AM peak hour and 194 during the PM peak hour.

ANALYSIS

To develop an estimated project traffic distribution, existing GDOT count stations were reviewed. The nearest count location is count station ID 097-0054 located on US 78 east of Andy Mountain Road. Data from this location is provided as an appendix. According to this data, the current directional factor for existing traffic in the project area is approximately 65% east, and 35% west during peak periods. As this is representative of the directional split for project generated traffic, this will be used to assign project traffic.

On a daily basis, the 65%/35% splits would yield approximately 1202 daily trips to the east of the project site, and 648 trips to the west of the project site.

According to data utilized by the Georgia Regional Transportation Authority (GRTA) for use in its transportation analyses, the daily capacity of a 2-lane rural roadway is approximately 18,900 vehicles per day at Level of Service (LOS) C, which is a typical rural LOS expectation. At this capacity value, the project worst case project traffic would represent an increase of approximately 6% (1202/18900), which is a minor impact. Under GRTA guidelines, the project study area would be very limited, comprising only the project access.

Under peak period conditions, especially with the addition of the roundabout, project traffic will represent an even lesser percentage of the total traffic present.

CONNERS LANDING SITE PLAN



CONCLUSION

Based upon the analysis developed for this Traffic Memorandum, project traffic should have a minimal impact on the adjacent roadways.

Should you have any questions or comments on this list, please do not hesitate to reach out for further discussion. I can be reached at (813) 382-5390 or mcrawford@columbia-engineering.com.

Sincerely,
COLUMBIA ENGINEERING AND SERVICES, INC.

A handwritten signature in black ink, appearing to read "Michael Crawford", with a stylized flourish at the end.

Michael A. Crawford, PE
Market Segment Leader

APPENDIX

Trip Generation Summary

Alternative: Alternative 1

Phase:

Project: Conners Landing

Open Date: 10/5/2021

Analysis Date: 10/5/2021

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic		
		* Enter	Exit	Total	* Enter	Exit	Total	* Enter	Exit	Total
210	SFHOUSE 1	925	925	1850	36	109	145	122	72	194
	196 Dwelling Units									
Unadjusted Volume		925	925	1850	36	109	145	122	72	194
Internal Capture Trips		0	0	0	0	0	0	0	0	0
Pass-By Trips		0	0	0	0	0	0	0	0	0
Volume Added to Adjacent Streets		925	925	1850	36	109	145	122	72	194

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION 10, TRAFFICWARE, LLC

P. 1

0000097_0054 - 097-0054
 Description: CRX 024700
 County: Douglas
 Route number: 00000800
 LRS section: 0971000800
 Functional class: 4U - Minor Arterial (Urban)
 Coordinates: 33.73397339, -84.8522146

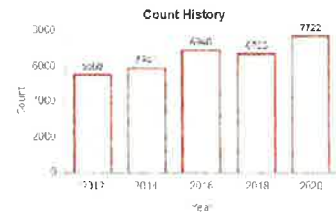
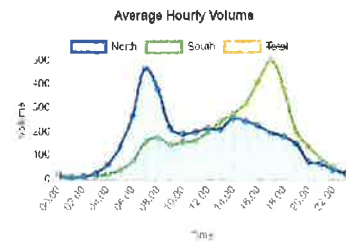
Site Data



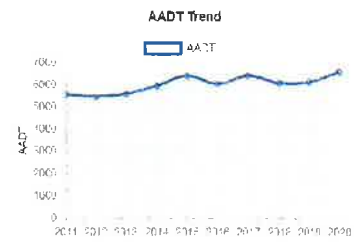
Leaflet | Maps © Thunderforest, Data © OpenStreetMap contributors

Count History

Year	Month	Count type	Duration	Count
2020	February	Volume	48 hours	7722
2018	March	Class	48 hours	6738
2016	August	Volume	48 hours	6940
2014	March	Volume	48 hours	5941
2012	January	Volume	48 hours	5568



Annual Statistics										
Data Item	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Statistics type					Estimated	Actual	Estimated	Actual	Estimated	Actual
AADT	5540	5470	5590	5950	6400	6030	6380	6080	6120	6540
K-Factor				0.095	0.095	0.128		0.100	0.100	0.104
D-Factor				0.500	0.500	0.500		0.630	0.630	0.650
Future AADT						7110	6980	7770	7940	8240



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

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN
571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

**THE CITY OF VILLA RICA
LETTER OF DECISION
Case No.: PLAT-04-21**

October 8, 2021

Joshua A. Scoggins and Paul Mitchell
Miles, Hansford and Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040
(Sent Via email ONLY - jscoggins@mhtlegal.com
pmitchell@mhtlegal.com)

Dear Mr. Scoggins,

This letter is to inform you that my office has received and reviewed a Preliminary Plat Application and associated plans, dated October 13, 2020, for a new subdivision entitled "Conners Landing". In accordance with *Section 11.03 Development Plan Review and Approval* of the Villa Rica Zoning Ordinance, all preliminary plat applications must be reviewed by the department and the city's Planning Commission to ensure the city's preliminary plat requirements are met. Please be advised that the Preliminary Plat Application has been denied by the department based off the following reason(s):

- The preliminary plat was not approved by the Planning Commission.

As per *Section 11.11 Administrative Appeals Procedure* of the Zoning Ordinance, you may appeal this decision to the Villa Rica City Council. According to Section 11.11(1)(a), "The Council may grant an appeal of any decision, interpretation, or determination made by the Director, other City staff members, or any other administrative official or Board charged with the duty of enforcing and interpreting this ordinance."

In accordance with the procedures and requirements for appeals, the following information is required to be submitted in order for an appeal to be processed:

- The appellant shall submit an administrative appeal application within ten (10) days of the Director's decision along with the required supporting information. Supporting information shall include, but not be limited to, the following:
 - (1) Original Submittals. Copies of all materials upon which the decision being appealed was based.
 - (2) Written Decisions. Copies of any written decisions that are the subject of the appeal.
 - (3) Appeal Basis. A letter describing the reasons for the appeal noting specific sections of this ordinance and other standards applicable in the City of Villa Rica upon which the appeal is based.

Should you have any questions or need clarification, please contact me at 678-840-1213.

Sincerely,

Bobby C. Elliott, P.E.
Community Development Director/City Engineer

RJ

EXHIBIT 2



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Low Income Household Water Assistance Program Agreement
AGENDA DATE: 10-26-2021

DATE PREPARED: 10-11-2021
PREPARED BY: Jennifer Hallman

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE: American Rescue Plan Act (ARPA) & Consolidated
Appropriations Act (CAA) of 2021
BUDGETED ITEM?

PURPOSE: Authorize agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low Income Household Water Assistance Program Agreement.

BACKGROUND: Georgia received \$37.1M to operate this program. Approved households will receive a rate reduction payment of \$300 or \$500 based on the household's income. The bill must be current and dated no older than 30 days prior to the intake appointment. The Community Action Agencies (Douglas – Tallatoona Community Action & Carroll – Community Action for Improvement) will determine a household's eligibility and inform the applicant. These entities will submit payments directly to Villa Rica.

The funds will assist with:

- Arrearages of disconnected households
- Arrearages of households at risk of disconnection
- Reconnection & late fees
- Reduction of rate charges for current bills

The funds will not assist with:

- Household plumbing repairs
- Arrearages or rate reduction payments to non-public water suppliers
- Inactive/closed water account balances

STAFF RECOMMENDATION: Approve agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services.

IMPACT:

MOTION: I move to authorize the agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low Income Household Water Assistance Program.



AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND

[Name of Home Water Supplier]
FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement ("Agreement") is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") and ("Home Water Supplier"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective upon the date of last signature by the authorized representatives of the Parties ("Effective Date").

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). The term "arrearage" includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date

ATTACHMENT A



ADMINISTRATION FOR
CHILDREN & FAMILIES
330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

or

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Government Entity ☐ Trust ☐ Estate Utility: ☐ Investor Owned ☐ Municipal ☐ Cooperative ☐ Limited Liability Company (LLC) Is the LLC incorporated? ☐ Yes ☐ No ☐ Single Member or ☐ Multiple Member	Taxpayer Identification (ID) Number: ☐ Social Security Number (SSN) ☐ Employer Identification Number (FEIN) ☐ Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
☐ Water Fees ☐ Wastewater/Sewer Fees ☐ Other _____ ☐ Stormwater Fees ☐ Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

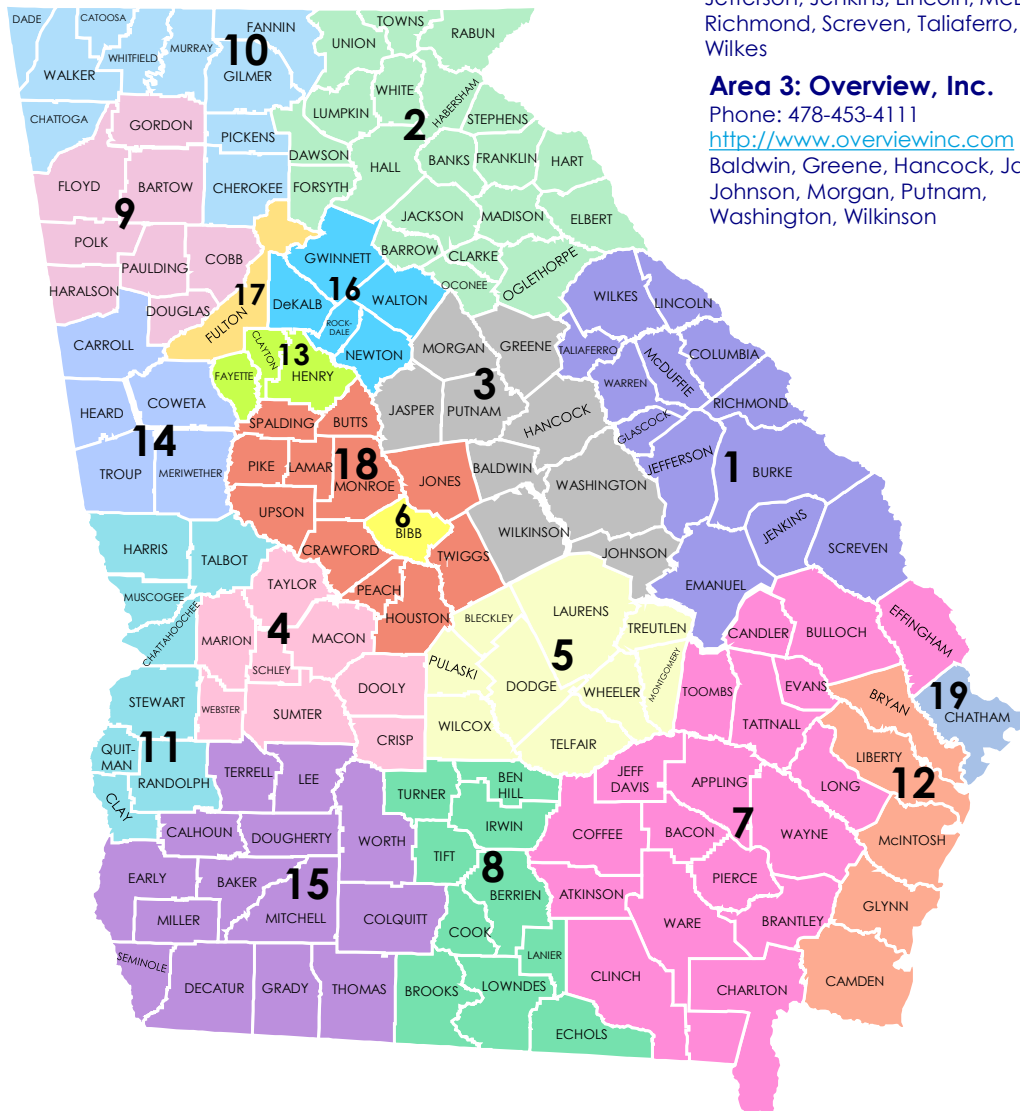
HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

_____ 001 Appling	_____ 041 Dade	_____ 081 Jefferson	_____ 121 Richmond
_____ 002 Atkinson	_____ 042 Dawson	_____ 082 Jenkins	_____ 122 Rockdale
_____ 003 Bacon	_____ 043 Decatur	_____ 083 Johnson	_____ 123 Schley
_____ 004 Baker	_____ 044 DeKalb	_____ 084 Jones	_____ 124 Screven
_____ 005 Baldwin	_____ 045 Dodge	_____ 085 Lamar	_____ 125 Seminole
_____ 006 Banks	_____ 046 Dooly	_____ 086 Lanier	_____ 126 Spalding
_____ 007 Barrow	_____ 047 Dougherty	_____ 087 Laurens	_____ 127 Stephens
_____ 008 Bartow	_____ 048 Douglas	_____ 088 Lee	_____ 128 Stewart
_____ 009 Ben Hill	_____ 049 Early	_____ 089 Liberty	_____ 129 Sumter
_____ 010 Berrien	_____ 050 Echols	_____ 090 Lincoln	_____ 130 Talbot
_____ 011 Bibb	_____ 051 Effingham	_____ 091 Long	_____ 131 Taliaferro
_____ 012 Bleckley	_____ 052 Elbert	_____ 092 Lowndes	_____ 132 Tattnall
_____ 013 Brantley	_____ 053 Emanuel	_____ 093 Lumpkin	_____ 133 Taylor
_____ 014 Brooks	_____ 054 Evans	_____ 094 Macon	_____ 134 Telfair
_____ 015 Bryan	_____ 055 Fannin	_____ 095 Madison	_____ 135 Terrell
_____ 016 Bulloch	_____ 056 Fayette	_____ 096 Marion	_____ 136 Thomas
_____ 017 Burke	_____ 057 Floyd	_____ 097 McDuffie	_____ 137 Tift
_____ 018 Butts	_____ 058 Forsyth	_____ 098 McIntosh	_____ 138 Toombs
_____ 019 Calhoun	_____ 059 Franklin	_____ 099 Meriwether	_____ 139 Towns
_____ 020 Camden	_____ 060 Fulton	_____ 100 Miller	_____ 140 Treutlen
_____ 021 Candler	_____ 061 Gilmer	_____ 101 Mitchell	_____ 141 Troup
_____ 022 Carroll	_____ 062 Glascock	_____ 102 Monroe	_____ 142 Turner
_____ 023 Catoosa	_____ 063 Glynn	_____ 103 Montgomery	_____ 143 Twiggs
_____ 024 Charlton	_____ 064 Gordon	_____ 104 Morgan	_____ 144 Union
_____ 025 Chatham	_____ 065 Grady	_____ 105 Murray	_____ 145 Upson
_____ 026 Chattahoochee	_____ 066 Greene	_____ 106 Muscogee	_____ 146 Walker
_____ 027 Chattooga	_____ 067 Gwinnett	_____ 107 Newton	_____ 147 Walton
_____ 028 Cherokee	_____ 068 Habersham	_____ 108 Oconee	_____ 148 Ware
_____ 029 Clarke	_____ 069 Hall	_____ 109 Oglethorpe	_____ 149 Warren
_____ 030 Clay	_____ 070 Hancock	_____ 110 Paulding	_____ 150 Washington
_____ 031 Clayton	_____ 071 Haralson	_____ 111 Peach	_____ 151 Wayne
_____ 032 Clinch	_____ 072 Harris	_____ 112 Pickens	_____ 152 Webster
_____ 033 Cobb	_____ 073 Hart	_____ 113 Pierce	_____ 153 Wheeler
_____ 034 Coffee	_____ 074 Heard	_____ 114 Pike	_____ 154 White
_____ 035 Colquitt	_____ 075 Henry	_____ 115 Polk	_____ 155 Whitfield
_____ 036 Columbia	_____ 076 Houston	_____ 116 Pulaski	_____ 156 Wilcox
_____ 037 Cook	_____ 077 Irwin	_____ 117 Putnam	_____ 157 Wilkes
_____ 038 Coweta	_____ 078 Jackson	_____ 118 Quitman	_____ 158 Wilkinson
_____ 039 Crawford	_____ 079 Jasper	_____ 119 Rabun	_____ 159 Worth
_____ 040 Crisp	_____ 080 Jeff Davis	_____ 120 Randolph	

Failure to identify all counties served may result in the denial of benefits for households.

LIHEAP/LIHWAP Service Provider Map



Area 1: Central Savannah River Area Economic Opportunity Authority, Inc.

Phone: 706-722-0493

<http://www.csraeoa.org/>

Burke, Columbia, Emanuel, Glascock, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Screven, Taliaferro, Warren, Wilkes

Area 3: Overview, Inc.

Phone: 478-453-4111

<http://www.overviewinc.com>

Baldwin, Greene, Hancock, Jasper, Johnson, Morgan, Putnam, Washington, Wilkinson

Area 2: Ninth District Opportunity, Inc.

Phone: 770-532-3191

<http://www.ndo.org>

Banks, Barrow, Clark, Dawson, Elbert, Forsyth, Franklin, Habersham, Hall, Hart, Jackson, Lumpkin, Madison, Oconee, Oglethorpe, Rabun, Stephens, Towns, Union, White

Area 4: West Central Georgia Community Action Council, Inc.

Phone: 478-472-3607

<http://www.westcentral-gacac.org>

Crisp, Dooley, Macon, Marion, Schley, Sumter, Taylor, Webster

Area 5: Heart of Georgia Community Action Council, Inc.

Phone: 478-374-4301

<http://www.mgcaa.org>

Bleckley, Dodge, Laurens, Montgomery, Pulaski, Telfair, Treutlen, Wheeler, Wilcox

Area 6: Macon-Bibb County Economic Opportunity Council, Inc.

Phone: 478-738-3240

<http://www.maconbibbeoc.com>

Bibb

Area 7: Action Pact, Inc.

Phone: 912-285-6083

<http://www.myactionpact.org>

Appling, Atkinson, Bacon, Brantley, Bulloch, Candler, Charlton, Clinch, Coffee, Effingham, Evans, Long, Pierce, Tattnall, Toombs, Ware, Wayne

Area 8: Coastal Plain Area Economic Opportunity Authority, Inc.

Phone: 229-244-7860

<http://www.coastalplaineoa.org>

Ben Hill, Barren, Brooks, Cook, Echols, Irwin, Lanier, Lowndes, Tift, Turner

Area 9: Tallapoosa Community Action Partnership, Inc.

Phone: 770-382-5388

<http://www.tallapoosacap.org>

Bartow, Cobb, Douglas, Floyd, Gordon, Haralson, Paulding, Polk

Area 13: Clayton County Community Services Authority, Inc.

Phone: 404-363-0575

<http://www.claytoncountycsa.org>

Clayton, Fayette, Henry

Area 17: Fulton Atlanta Community Action Authority, Inc.

Phone: 404-320-0166

<http://www.facaa.org>

Fulton

Area 10: North Georgia Community Action, Inc.

Phone: 706-692-5644

<http://www.ngcainc.com>

Catoosa, Chattooga, Cherokee, Dade, Fannin, Gilmer, Murray, Pickens, Walker, Whitfield

Area 14: Community Action for Improvement, Inc.

Phone: 706-884-2651

<http://www.cafi-ga.org>

Carroll, Coweta, Heard, Meriwether, Troup

Area 18: Middle Georgia Community Action Agency, Inc.

Phone: 478-922-4464

<http://www.mgcaa.org>

Butts, Crawford, Houston, Jones, Lamar, Monroe, Peach, Pike, Spalding, Upson, Twiggs

Area 11 : Enrichment Services Program, Inc.

Phone: 706-649-1600

<http://www.enrichmentservices.org>

Chattahoochee, Clay, Harris, Muscogee, Quitman, Randolph, Stewart, Talbot

Area 15: Southwest Georgia Community Action Council, Inc.

Phone: 229-985-3610

<http://www.swgacac.com>

Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, Worth

Area 19: Economic Opportunity Authority for Savannah-Chatham County Area, Inc.

Phone: 912-238-2960

<http://www.eoasga.org>

Chatham

Area 12: Coastal Georgia Area Community Action Authority, Inc.

Phone: 912-264-3281

<http://www.coastalgacaa.org>

Bryan, Camden, Glynn, Liberty, McIntosh

Area 16: Partnership for Community Action, Inc.

Phone: 404-929-2500

<http://www.pcaction.org>

DeKalb, Gwinnett, Newton, Rockdale, Walton





Low Income Household Water Assistance Program FAQ LIHWAP

What is LIHWAP and how can LIHWAP help me?

LIHWAP, which stands for Low Income Household Water Assistance Program, is a federal program that helps low-income households pay for drinking water and wastewater for their homes. This program will help you pay your home water bill if the water bill is in your name, or you can verify a water burden.

What are the legislative instructions behind the Low-Income Household Water Assistance Program?

The Consolidated Appropriations Act, 2021 (Public Law No.: 116-260) signed on December 27, 2020, included \$638 million in funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to states, territories and tribes to assist low-income households with water and wastewater bills. Additionally, on March 11, 2021, the American Rescue Plan Act of 2021 (Public Law No.: 117-2) appropriated an additional \$500 million to the new LIHWAP effort. The full appropriations language from both the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act are available on the OCS website through the following weblink:

<https://www.acf.hhs.gov/ocs/law-regulation/lihwap-laws-and-regulations>

When can I apply for LIHWAP assistance in Georgia?

LIHWAP will open on November 1, 2021 in Georgia and will prioritize households that have an arrearage or past due water bill through the remainder of the year. On January 3, 2022, the program will begin serving households that contain seniors 60 years of age and older and households that contain children five years of age and younger. All other households will be eligible to receive LIHWAP assistance beginning February 1, 2022.

Can I receive LIHWAP assistance more than once?

No, each household is eligible to apply and receive LIHWAP assistance once per program year.

Will LIHWAP pay for my whole water bill?

The amount of assistance is determined by household size, income, and composition. LIHWAP benefits will only be issued directly to the household's water supplier.

If you have an arrearage/past due amount for your water bill, the program will pay the entire arrearage/past due amount AND issue a \$300 or \$500 benefit depending on the household's income, toward your current water bill.

If you do not have an arrearage/past due amount on your water bill, you can expect to receive either a \$300 or \$500 benefit depending on the household's income, toward your current water bill.

Can I complete a water assistance application online?

No, you must contact the local Community Action Agency responsible for administering the program in your county to apply for benefits. To find out which Community Action Agency covers your area, please call 404-657-3426, email LIHEAP-CSBG-LIHWAP@dhs.ga.gov or visit <http://www.georgiacaa.org>

What do I need to bring to the appointment?

You will need to check with your local Community Action Agency for the information needed for the intake process. Examples of information needed will include:

- picture identification,
- social security cards for each member in the household,
- proof of income for the past 30 days,
- current water bill, etc.

Can LIHWAP help with my energy bill?

No, LIHWAP assistance can only be used for drinking water or wastewater services bill payment. For assistance with your energy bill, please inquire with the Community Action Agency about the LIHEAP program.

How long will it take to get my benefits if I am eligible?

Community Action Agencies process LIHWAP benefits in the order received and processing times vary. You must continue to pay your bill until benefits have been issued to your household water supplier to avoid an interruption in services and/or additional fees.

What is the application process for LIHWAP assistance?

You will need to contact your local Community Action Agency to schedule an Intake Appointment to complete the application. If you are determined eligible to receive LIHWAP assistance, you will be informed of the amount of assistance that will be applied to your water bill. The LIHWAP benefit will be issued directly to the household water supplier.

If you are determined ineligible, you will receive notification and documentation regarding the reason for denial. It is important that you continue to pay your bill to avoid service interruption and/or additional fees while your application is being processed.

Can I apply for LIHWAP with any Community Action Agency?

No, you must complete your application through the Community Action Agency that provides assistance to the county you reside in. Each county is represented by one Community Action Agency.

How do I know if I am eligible for the LIHWAP Program?

Your household water supplier must be a registered vendor for the LIHWAP program with the Department of Human Services in order for your household to be eligible for LIHWAP assistance. All LIHWAP assistance payments are applied directly to the water account through the household water supplier, therefore households whose water supplier does not participate in the program will not be eligible for assistance.

The other basic eligibility requirements are :

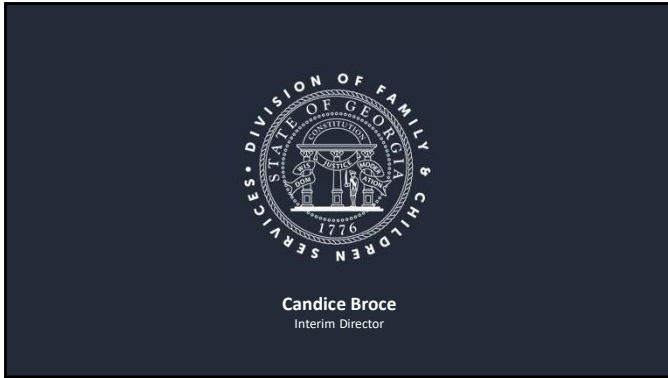
1. Have a total gross income at or below 60% of the State Median Income Guidelines for Georgia
2. Be responsible for paying the cost of water for the household or be able to verify a water burden
3. Be a US citizen or lawfully admitted immigrant

Where do I apply for LIHWAP assistance?

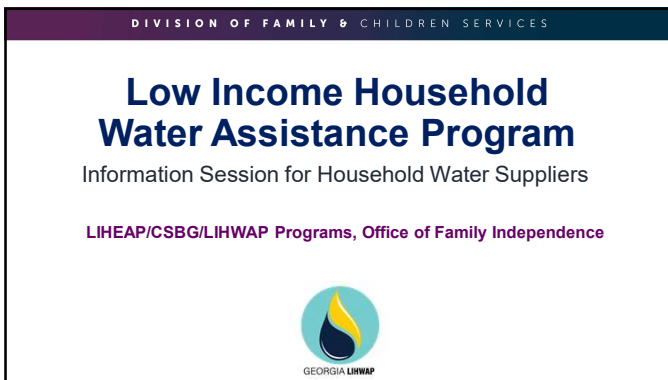
You must contact your local Community Action Agency to schedule an appointment to complete a LIHWAP application. To find out which Community Action Agency covers your area, please call 404-657-3426, email LIHEAP-CSBG-LIHWAP@dhs.ga.gov or visit <http://www.georgiacaa.org>

Is LIHWAP a one-time emergency appropriation or an ongoing annual appropriation?

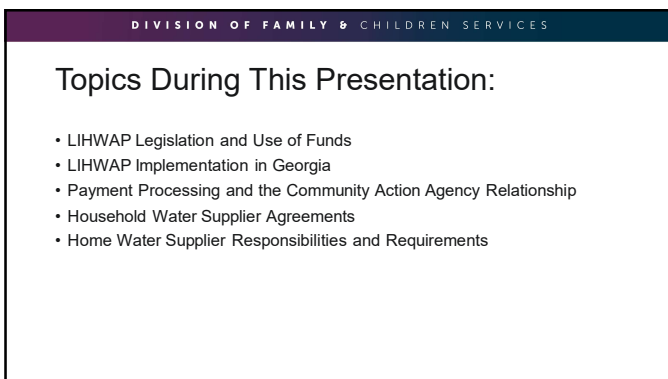
LIHWAP does not have a permanent or ongoing statutory authorization or appropriation beyond the current funding.



1



2



3

LIHWAP Legislation

- Congress appropriated funding in both the Consolidated Appropriations Act of 2021, and American Rescue Plan Act (ARP) of 2021 for a new emergency water and wastewater assistance program.
- LIHWAP funds must go to owners or operators of public water systems or treatment works.
- Legislation does not authorize direct payments to applicant.
- LIHWAP is currently a one-time allotment.

4

Use of Funds

LIHWAP will assist with:

1. Arrearages for Disconnected Households
2. Arrearages for Households At Risk of Disconnection
3. Reconnection and Late Fees
4. Reduction in Rate Charges for Current Bills

LIHWAP will not assist with:

1. Household plumbing repairs
2. Arrearages or rate reduction payments to non-public water suppliers
3. Inactive/closed water account balances

5

LIHWAP Term Definitions

• **Arrearage**

An unpaid past due bill for household drinking water and/or wastewater utility services. LIHWAP grant resources can be used to pay for arrearages incurred at any point in time by households that meet LIHWAP eligibility criteria and may include reconnection charges, fees and penalties.

• **Rate Reduction**

Full or partial payment of a currently due bill charged to a household for drinking water or wastewater services and may include standard charges and fees included in the household water bill.

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Other Definitions

- **Community Action Agency (CAA)**

Nonprofit agencies founded by the Economic Opportunity Act of 1964. CAAs are intended to support self-sufficiency to low-income individuals and families. In Georgia, there are 19 Community Action Agencies that perform supportive activities in all 159 counties.

- **Household Water Supplier (HWS)**

Any private or public entity in the business of supplying water for human consumption (drinking) and/or wastewater related services to customers through public water systems, such as pipelines.

7

Other Definitions

- **Household Drinking Water Burden**

The proportion (amount) of total household income spent on drinking water utility bills during a specific timeframe.

- **Household Wastewater Burden**

The proportion (amount) of total household income spent on wastewater bills during a specific timeframe.

8

LIHWAP in Georgia

- Georgia received a total of \$37.1M to operate LIHWAP.
- Approved households will receive a rate reduction payment of \$300 or \$500 based on the household's income.
- The bill must be current and dated no older than 30 days prior to the intake appointment.
- LIHWAP is slated to begin on November 1, 2021.

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DIVISION OF FAMILY & CHILDREN SERVICES						
FY 2022 LIHWAP Rate Reduction Income Levels						
Household Size	Level I Income		Level II Income		Vulnerable Population (Households with adults age 65 or older)	
	(\$500 benefit)		(\$300 benefit)		(\$500 benefit)	
1	\$0	\$17,207	\$17,208	\$26,474	\$0	\$26,474
2	\$0	\$22,502	\$22,503	\$34,619	\$0	\$34,619
3	\$0	\$27,798	\$27,797	\$42,765	\$0	\$42,765
4	\$0	\$33,091	\$33,092	\$50,911	\$0	\$50,911
5	\$0	\$38,386	\$38,387	\$59,057	\$0	\$59,057
6	\$0	\$43,681	\$43,682	\$67,203	\$0	\$67,203
7	\$0	\$44,673	\$44,674	\$68,730	\$0	\$68,730
8	\$0	\$45,666	\$45,667	\$70,257	\$0	\$70,257
9	\$0	\$46,659	\$46,660	\$71,785	\$0	\$71,785
10	\$0	\$47,652	\$47,653	\$73,312	\$0	\$73,312
11	\$0	\$48,644	\$48,645	\$74,839	\$0	\$74,839
12	\$0	\$49,637	\$49,638	\$76,367	\$0	\$76,367
13	\$0	\$50,630	\$50,631	\$77,894	\$0	\$77,894
14	\$0	\$51,623	\$51,624	\$79,421	\$0	\$79,421
15	\$0	\$52,616	\$52,617	\$80,948	\$0	\$80,948
16	\$0	\$53,608	\$53,609	\$82,476	\$0	\$82,476

Payment Assistance Schedule for All Fuel Types	
Income Level	Benefit Amount
Level I	\$500
Level II	\$300
Vulnerable Population (Households with adults age 65 or older)	\$500

Source: DHHS LIHEAP-IM-2021-03, July 6, 2021
 Effective: October 1, 2021 - September 30, 2022
 State Median Income: GA SMI for 4 person HH is \$64,851
 revised July 7, 2021

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DIVISION OF FAMILY & CHILDREN SERVICES	
Responsibilities of the Home Water Supplier	
Home water suppliers (HWS) should: • Apply rate reduction and arrearage payments to the LIHWAP household account within ten (10) business days. • Provide DFCS with the required reporting data as outlined in the HWS Agreement. • Quickly resolve the issues or concerns of the local Community Action Agency (CAA) or DHS-DFCS pertaining to LIHWAP payments.	

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DIVISION OF FAMILY & CHILDREN SERVICES	
Responsibilities of Community Action Agencies	
• Determine a household's eligibility for LIHWAP and inform the applicant. • Mail the system batch report and check to the HWS no later than 30 calendar days from the application approval date. • Mail the batch report and check to the HWS no later than 10 calendar days from the date of LIHWAP benefit approval for crisis households facing disconnection. • Immediately notify the HWS of duplicate payments or other errors	

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DIVISION OF FAMILY & CHILDREN SERVICES			
Basic LIHWAP Benefit Process			
The Community Action Agency Will:		The Household Water Supplier Will:	
Client Application Intake and Approval	Payment Processing	Receiving Payments	Applying Payments to Accounts
- Typically scheduled by appointment - May take walk-ins for those facing disconnection or currently disconnected - Determines eligibility and approves households for payment	- Checks are batch daily and sorted by vendor - CAAs mail the checks directly to the HWS; there are no electronic transfers currently	- Anticipate receiving large checks with document that includes applicant and account information - HWS will receive checks to the payment address listed on the HWS Agreement ONLY - HWS will immediately communicate errors to the CAA	- Payments must be applying to accounts within 10 business days - Payments may be applied to other items such as trash in order to prevent disconnection - HWS must be able to identify the LIHWAP portion applied

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DIVISION OF FAMILY & CHILDREN SERVICES	
Payments to the Household Water Supplier	
- Accept only from CAA - Do not accept pledges - Refund only the portion of the payment that was sent in error. Do not return the entire check. - Return payments to CAA within ten (10) business days of notification. - Credit the LIHWAP payment to the correct account within five (5) business days.	

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DIVISION OF FAMILY & CHILDREN SERVICES	
Payments to the Household Water Supplier	
- Apply all LIHWAP funds to the arrears on the account first. - All remaining payment shall be applied to the customer's current account balance. - Restore water services within ten (10) business days upon the receipt of the payment from LIHWAP. - Apply all LIHWAP funds within ten (10) business days upon receipt of the payment. - Some payments may result in a credit on the customer's account.	

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DIVISION OF FAMILY & CHILDREN SERVICES												
Batch Payment Reports												
Batch payments distributed by Home Water Supplier complied based on application completion date. Home Water Suppliers will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.												
STATE OF GEORGIA DEPARTMENT OF HUMAN SERVICES 2022 ENERGY ASSISTANCE PROGRAM LIHWAP APPROVED REGULAR APPLICATIONS BY VENDOR REPORT PROCESSING DATE: 11-01-2021												
REPORT ID: HREFPK701R1											PAGE 1	
VND CD ###	VENDOR NAME HOME WATER SUPPLIER	VENDOR ADDRESS SUPPLIER ADDRESS		CITY	GA ZIP							
CLSTR/AGCY 310	COUNTY 060											
APPL NAME	SSN	ADDRESS	CITY	GA ZIP	VENDOR ACCT #	AMT	BAT	FND	VENDOR ACC NAME			
APPLICANT 1	*****XXXX	APPLICANT ADDRESS	CITY	GA ZIP	*****XXXX	500	700	04	APPLICANT 1			
APPLICANT 2	*****XXXX	APPLICANT ADDRESS	CITY	GA ZIP	*****XXXX	728	704	04	HOUSEHOLD REMEMBER			
CLSTR/AGCY 310	COUNTY 060	TOTAL ASST. \$	1228									
VENDOR ###	VENDOR NAME	HOME WATER SUPPLIER	GRAND TOTAL \$		1228							

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DIVISION OF FAMILY & CHILDREN SERVICES												
Batch Payment Reports												
STATE OF GEORGIA DEPARTMENT OF HUMAN SERVICES 2022 ENERGY ASSISTANCE PROGRAM LIHWAP APPROVED REGULAR APPLICATIONS BY VENDOR REPORT PROCESSING DATE: 11-01-2021												
REPORT ID: HREFPK701R1											PAGE 1	
VND CD ###	VENDOR NAME HOME WATER SUPPLIER	VENDOR ADDRESS SUPPLIER ADDRESS		CITY	GA ZIP							
CLSTR/AGCY 310	COUNTY 060											
APPL NAME	SSN	ADDRESS	CITY	GA ZIP	VENDOR ACCT #	AMT	BAT	FND	VENDOR ACC NAME			
APPLICANT 1	*****XXXX	APPLICANT ADDRESS	CITY	GA ZIP	*****XXXX	500	700	04	APPLICANT 1			
APPLICANT 2	*****XXXX	APPLICANT ADDRESS	CITY	GA ZIP	*****XXXX	728	704	04	HOUSEHOLD REMEMBER			
CLSTR/AGCY 310	COUNTY 060	TOTAL ASST. \$	1228									
VENDOR ###	VENDOR NAME	HOME WATER SUPPLIER	GRAND TOTAL \$		1228							
VND Code: Code assigned to HWS by DHS-DFCS VENDOR NAME: Name of HWS VENDOR ADDRESS: Payment address of HWS CLSTR/AGCY: Code of CAA issuing the payment COUNTY: County of CAA APPL NAME: Name of Applicant (May not be the account holder's name) SSN: Redacted applicant's social security number Address: Account Address												

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DIVISION OF FAMILY & CHILDREN SERVICES												
Batch Payment Reports												
STATE OF GEORGIA DEPARTMENT OF HUMAN SERVICES 2022 ENERGY ASSISTANCE PROGRAM LIHWAP APPROVED REGULAR APPLICATIONS BY VENDOR REPORT PROCESSING DATE: 11-01-2021												
REPORT ID: HREFPK701R1											PAGE 1	
VND CD ###	VENDOR NAME HOME WATER SUPPLIER	VENDOR ADDRESS SUPPLIER ADDRESS		CITY	GA ZIP							
CLSTR/AGCY 310	COUNTY 060											
APPL NAME	SSN	ADDRESS	CITY	GA ZIP	VENDOR ACCT #	AMT	BAT	FND	VENDOR ACC NAME			
APPLICANT 1	*****XXXX	APPLICANT ADDRESS	CITY	GA ZIP	*****XXXX	500	700	04	APPLICANT 1			
APPLICANT 2	*****XXXX	APPLICANT ADDRESS	CITY	GA ZIP	*****XXXX	728	704	04	HOUSEHOLD REMEMBER			
CLSTR/AGCY 310	COUNTY 060	TOTAL ASST. \$	1228									
VENDOR ###	VENDOR NAME	HOME WATER SUPPLIER	GRAND TOTAL \$		1228							
VENDOR ACCT #: Account number listed on the water utility bill AMT: Approved benefit amount; amount to apply to the water account BAT#: The batch number entered by the CAA for their tracking purposes FND: Payment type number (LIHWAP will always be Fund Source 04) VENDOR ACC NAME: The name of the account holder TOTAL ASST/Grand Total: Total amount of assistance for a processing date												

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DIVISION OF FAMILY & CHILDREN SERVICES

In preparation for LIHWAP, Household Water Suppliers should:

1. Develop an internal process for applying large checks to individual accounts.
2. Identify staff that will be listed on the HWS Agreement as the Point of Contact for payment related issues and inquiries.
3. Establish a process to apply all payments received within ten (10) business days.
4. Form a relationship with the local CAAs issuing the payments.
5. Prepare to report on all data elements defined in the HWS Agreement.

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DIVISION OF FAMILY & CHILDREN SERVICES

In preparation for LIHWAP, Household Water Suppliers should:

6. Review the LIHEAP/LIHWAP Service Provider Map and familiarize with the CAAs issuing payments.
7. Complete all portions of the HWS Agreement and return as soon as possible electronically to DHS-DFCS via email at LIHEAP-CSBG-LIHWAP@dhs.ga.gov.

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DIVISION OF FAMILY & CHILDREN SERVICES

The Household Water Supplier Agreement

Importance of Household Water Supplier Agreements:

- Clearly defines all the details and roles of each party
- Set expectations for both parties

Essential Elements:

- Purpose
- Scope of the Services
- Consumer Protection – Required by Law ([Term 11h](#))
- Payment Information
- Shared Data Agreement

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DIVISION OF FAMILY & CHILDREN SERVICES

HWS Reporting Requirements

Household Water Suppliers must provide:

- a. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.
- b. The type of water assistance used by the eligible household, i.e., drinking water, wastewater etc.
- c. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
- d. Performance measures data – at no cost to DHS-DFCS nor the account holder and provided to DFCS within a timeframe and as specified by DHS-DFCS.

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DIVISION OF FAMILY & CHILDREN SERVICES

Reporting Issues and Concerns

- Changes to territory, payment address or contact information should be immediately reported to Maryam Walker, Program Manager (Maryam.Walker@dhs.ga.gov).
- Customers with questions or concerns may be directed to the Community Action Agency that issued the benefit or the Department at LIHEAP-CSBG-LIHWAP@dhs.ga.gov or (404) 657-3426.

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Public Safety Officials and First Responders Supplement Terms & Conditions
AGENDA DATE: 10-26-2021

DATE PREPARED: 10-25-2021
PREPARED BY: Jennifer Hallman

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE: American Rescue Plan Act (ARPA)
BUDGETED ITEM?

PURPOSE: Approve terms & conditions of the Public Safety Officials and First Responders Supplement.

BACKGROUND: Governor Kemp has announced a Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021.

STAFF RECOMMENDATION: Approve.

IMPACT:

MOTION: I move to approve terms & conditions of the Public Safety Officials and First Responders Supplement.



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Georgia Public Safety Officials and First Responders Supplement Grant

Governor Kemp has announced a Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021.

Eligible organizations and eligible employees include:

Eligible Organizations: State government agencies and authorities, municipal and county governments, volunteer fire departments, and emergency medical services agencies licensed by the Department of Public Health.

Eligible Employees: A certified employee of one of the above organizations who actively served full-time as a public safety officer or first responder during the month of August, 2021 in a position which requires active certification as a law enforcement officer, corrections officer, juvenile corrections officer, jail officer, probation officer, parole officer, communications officer, firefighter, or emergency medical services worker by the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH).

Employers will apply on behalf of employees within their jurisdiction or organization. Grant funds will be paid to the employer, and the employer will disburse payments to individuals through their payroll process. To receive the funds, employers must first sign a terms and conditions agreement with the state and then subsequently submit a payment request with documentation showing payroll information for eligible employees for the month of August 2021. Payment requests must be submitted through the Office of Planning and Budget's (OPB) GeorgiaGrants portal. Payroll information must show employee name, position title, active pay status, full time status, certification title and number, and reflect that the individual was an employee during the period between August 1 and August 31 of 2021. Payroll information must also show whether the department or entity contributes to the Old Age, Survivors, and Disability Insurance (OASDI) program or pays Medicare for its Federal Insurance Contributions Act (FICA) payroll taxes.

Primary contacts for organizations within the GeorgiaGrants system will receive the Terms and Agreements document via email. The email will be sent directly from the GeorgiaGrants system via AdobeSign from echosign@echosign.com. Users should ensure this email is added as a safe sender in their email system to avoid servers routing it to junk or spam folder. Once your organization has signed the Terms and Agreements, users will be able to see the Law Enforcement and First Responder Supplement Grant as an approved grant within your account on the GeorgiaGrants portal and begin submitting requests for funding. Cities and counties are

asked to submit a request for all law enforcement entities within their jurisdiction and should submit each department within their jurisdiction as a separate direct expense within their payment request.

The Office of Planning and Budget will work with the Georgia Municipal Association, Association of County Commissioners of Georgia, and the Department of Public Health to provide training and outreach sessions to eligible entities on the request submission process. Please review the OPB website at <https://opb.georgia.gov/law-enforcement-and-first-responders-supplement> for updates regarding this program.



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Georgia Public Safety Officials and First Responders Supplement Grant Frequently Asked Questions October 13, 2021

PROGRAM ADMINISTRATION

Who will apply for the Law Enforcement and First Responder Supplement Grant?

Counties and municipalities who employ law enforcement officers and first responders will apply to the Governor's Office of Planning and Budget (OPB) for the Public Safety Officials and First Responders Supplement Grant and will distribute awarded funds to their respective employing agencies. Sheriffs, fire chiefs, police chiefs, or others with eligible employees will not apply to OPB for these grants on their own.

How does an applicant request a payment through the grant?

OPB will manage the grant through the GeorgiaGrants system used for previous distributions of Coronavirus Relief Funds and Coronavirus Local Recovery Funds. OPB has already awarded the grant to all city and county governments who previously received either CRF or CLRF. OPB has also created awards for all private licensed ambulance service agencies as identified by the Department of Public Health.

Cities, counties, and licensed ambulance providers will receive terms and conditions via email to the primary contact associated with the account. Upon signature and submission, the grant will be accessible to all account users via the GeorgiaGrants portal with an option to request a payment. Each account will be issued a \$1 award; however, there is no cap to the amount grantees may request. In most cases, counties have two users registered for the portal – the certifying official (usually the county chairman or mayor) and one additional person.

Can credentials for authorized users be reset?

Authorized users who need to reset their credentials may do so [here](#). If locked out, they may contact grants@opb.georgia.gov.

Have the terms and conditions been distributed?

The terms and conditions have not been distributed at this time. GeorgiaGrants portal authorized users will receive the terms and conditions by email from echosign@echosign.com. The terms and conditions must be accepted by a certifying official before an authorized user may request disbursements from the grant. Grantees should add the above email to their safe senders list or check their junk mailbox if they are unable to locate the



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terms and conditions email after it is sent through the system as this document tends to get hung up by email security settings and quarantined.

If the certifying official (chairman, mayor, city manager, finance director, etc.) has changed since the Grantee registered for CARES Act funding, how can this information be updated?

The POC must be an authorized official from the jurisdiction such as a chairman or mayor. OPB is working with ACCG and GMA to coordinate an appropriate POC list. If you are authorized to sign the terms and conditions for the Public Safety Officials and First Responders Supplement Grant, please email Beth Brown, bbrown@accg.org (county) or Becky Taylor, btaylor@gacities.com (city/municipality).

How do we verify and retrieve the eligible employee's certification title and license?

Law Enforcement: Each Law Enforcement Agency should have a Georgia Peace Officer Standards Training Council administrator that is able to login to their P.O.S.T. account <https://www.gapost.org/Rules/3offcrt.html> to view and download the list of the personnel they have within their agency/department.

Note: It is the responsibility of the agency and officer to keep their roster and individual information current. All agencies should make sure their rosters are accurate and up to date with P.O.S.T. All officers should verify their address and contact information in the P.O.S.T. Data Gateway to avoid any verification delays.

EMS: Each EMS Agency should log on to their OEMST License Management System (LMS) Public Portal (www.mygemsis.org/lms) and click on "Agencies" on the left side of the screen. Then click on "Personnel" on the left side of the screen to see the list of the personnel that they have on their roster along with each employee's license level and expiration date.

Fire: Fire departments can access their rosters by logging on to the GFSTC website management.gfstconline.org and using their department power user login, access the Firefighters tab. The roster can then be saved to pdf and submitted to OPB.

ELIGIBILITY

Who are the eligible organizations?

State government agencies and authorities, municipal and county governments, volunteer fire departments, and emergency medical services agencies licensed by the Department of Public Health.



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Who qualifies as an eligible employee?

A certified employee of one of the above organizations who actively served full-time as a public safety officer or first responder during the month of August, 2021 **in a position which requires active certification** as a law enforcement officer, corrections officer, juvenile corrections officer, jail officer, probation officer, parole officer, communications officer, firefighter, or emergency medical services worker by the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH).

What is the eligibility time period?

The grant is based on payroll information between August 1 and August 31, 2021. If an eligible employee is included at any point on an August 2021 payroll, he or she is eligible for the grant.

Are eligible employees who were paid in August but are no longer with the employer still eligible?

Yes, they are still eligible if they worked at any time during the eligible period.

Are eligible employees hired after August 31, 2021?

Employees hired after August 31, 2021 are not eligible for the grant.

Certain classes of public safety employees are allowed to work for up to six months prior to becoming fully certified. Are these employees eligible?

Eligible employees must serve as a full-time public safety official or first responder in a position requiring active certification for eligible positions mentioned above. Anyone who falls under these categories without an active POST, GFSTC, or DPH certification or whose position does not require the certification is ineligible. However, if an employee that meets all other requirements became certified at any time during the August 1 to August 31, 2021 timeframe, they are considered eligible.

Is an employee who would otherwise be eligible but was on unpaid FMLA for either all or a portion of August 2021 eligible?

The employee must have been active on the payroll and paid during the month of August to be eligible. If they were not paid during August, they are not eligible.

Is an employee who would otherwise be eligible but was on workers' compensation for either all or a portion of August 2021 eligible?

The employee must have been active on the payroll and paid during the month of August to be eligible. If they were not paid during August, they are not eligible.

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If an eligible individual was on the payroll in August but is no longer employed by the county, is the county responsible for issuing their grant?

If the employee is eligible, yes.

VOLUNTEER FIREFIGHTERS

What are the eligibility requirements for volunteer firefighters?

Volunteer firefighters who were active on a fire department roster in August 2021 are eligible. Counties must provide documentation to certify eligibility. The Governor's Office of Planning and Budget (OPB) will provide more information on the certification requirements for volunteer firefighters.

How will independent volunteer fire departments (not affiliated with a county or city) be handled?

Volunteer fire departments will apply through their respective counties or cities.

EMS

Who should apply for the grant for certified EMS employees who are public employees, but are paid through County Hospital Authorities rather than by their respective counties?

Licensed emergency management services agencies may apply for the grant for certified EMS workers, including those employed by hospital authorities. The hospital authority may apply to OPB directly, or it may provide the county with a list of eligible employees who were on their payroll in August and the county may then apply on the authority's behalf.

SUPPLEMENT

How much is the supplement?

Eligible full-time public safety officials and first responders will receive a \$1,000 grant. Volunteer firefighters are eligible for a \$300 grant (see Volunteer Firefighter section for more information).

Will eligible employees receive the entire Law Enforcement and First Responder Supplement Grant, or will taxes and other payroll withholdings apply?

The Governor's Office intends for all eligible employees to receive the entire grant. In accordance with the American Rescue Plan Act, this program has been established as a payment for assistance to households and populations negatively impacted by COVID-19. The payments will be subject to FICA, and must be included on a W2 or 1099, as appropriate. The supplement from OPB will include FICA costs. As such, the Governor's Office of



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Planning and Budget (OPB) will require eligible entities to submit payroll information to show if they contribute to the Old Age, Survivors, and Disability Insurance (OASDI) program or pay Medicare for their Federal Insurance Contributions Act (FICA) payroll taxes so that when the grant is issued through payroll, eligible employees will receive the full amount.

Will the Law Enforcement and First Responder Supplement be subject to retirement withholdings?

In accordance with the retirement withholding decision for the recent supplement payments to state employees and teachers, the Law Enforcement and First Responder Supplement will not be subject to retirement withholding. Supplements do not represent a salary change for the purposes of retirement calculation and thus are not subject to retirement withholdings. Therefore, the only expected fringe that would be associated with these supplemental payments is FICA.

Can eligible employees receive a Public Safety Officials and First Responder Supplement Grant from more than one entity?

No. Each eligible employee may only receive one grant payment. If an individual works for more than one entity, the primary employer should issue the supplement. Individuals who work for more than one employer and receive multiple payments should return any overpayment. Failure to do so may result in prosecution for fraud.

How long will it take for the county to receive the Law Enforcement and First Responder Supplement payment?

Requests for payment from the grant will be reviewed as they are submitted. If there are questions regarding the documentation, OPB will communicate directly with the authorized user for clarification or additional information if needed. Once the application is approved, the grant payment will be issued to the Grantee. The Grantee will then disburse the grant to the eligible employees.

REQUIRED DOCUMENTATION

What documentation will be required to submit with the Public Safety Officials and First Responders Supplement Grant application?

Applicants must provide payroll information, including each eligible employee name, position title, active pay status, full time status, certification title and number, and reflect that the individual was an employee during the period between August 1 and August 31 of 2021. Payroll information must also show whether the department or entity contributes to the Old Age, Survivors, and Disability Insurance (OASDI) program or pays Medicare for its Federal Insurance Contributions Act (FICA) payroll taxes. OPB is developing further instructions for counties to use to apply for the supplement that will be accessible on the website. While entities can submit a spreadsheet



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listing the eligible employees and other required information, OPB also will want to review reports or screenshots from the county's payroll system.

Can an applicant submit multiple applications for the Law Enforcement and First Responder Supplement Grant? Applicants may submit documentation of all employees eligible to receive the grant via one payment request or they may submit multiple payment requests. For example, a county may choose to submit separate payment requests for POST-certified employees, firefighters, and others. As long as there are no duplications in the employees listed, it is acceptable to break up the applications. However, by submitting separate requests for each category (POST-certified employees, firefighters, etc., any return for revision that you may receive will not delay payment on your other payment submissions.

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STATE FISCAL RECOVERY FUND
TERMS AND CONDITIONS
FOR PUBLIC SAFETY OFFICIALS AND
FIRST RESPONDERS PAY SUPPLEMENT

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of payments using grant funds to the Grantee from the State Fiscal Recovery Fund (SFRF) established within Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (03/11/2021), (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaGrants (formerly known as GeorgiaCares), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means H.R. 1319, the federal American Rescue Plan Act of 2021, Pub. L. No. 117-2 (03/11/2021).
2. **“Coronavirus State Fiscal Recovery Funds”** or **“CSFRF”** means the fund established within Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (03/11/2021).
3. **“GeorgiaGrants (formerly known as GeorgiaCares)”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of CSFRF to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the CSFRF.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the CSFRF Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned entity.
7. **“Public Safety Officials and First Responders”** Means individuals who hold active, valid certifications as law enforcement officers, jail or prison officers, or communications officers from the Georgia Peace Officer Standards and Training Council (POST); as firefighters from the Georgia Firefighter Standards and Training Council (GFSTC); or as emergency services workers from the Georgia Department of Public Health; who are employed full-time (or an average of 40 hours per week) in roles requiring their respective certifications, or who are volunteer firefighters in active standing on their department’s roster as submitted to GFSTC.
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is an employer of qualified public safety officials and first responder personnel and is authorized to submit such requests as defined in this Agreement, and that requests for payment will be based on the Grantee's active payroll or active volunteer firefighter roster as of August of 2021.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in Section 1.20 of this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants (formerly known as GeorgiaCares) for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible payments to be made by the Grantee during the

performance period for this Grant which is between October 1, 2021 and December 31, 2021 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All funds must be expended before the end of the liquidation period as referenced in Section 7.6. The Grantee must submit their request for payment through GeorgiaGrants (formerly known as GeorgiaCares) for this Grant by no later than December 31, 2021. The state will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

Employers of public safety officials and first responders must submit a request on behalf of their qualifying employees. Local governments, including municipal and county governments, must apply on behalf of all qualifying employees within their jurisdiction. Local governments must submit a separate payment request for each department within their jurisdiction. Payroll information must show each employee’s name, position title, active pay status, full time status, certification title and number, and reflect that the individual was an employee during the period between August 1 and August 31 of 2021. Due to the volume of requests for reimbursement and the limited performance period, Grantee is solely responsible for determining the accuracy of documentation submitted for submitted under this Agreement.

Grant funds may only be used to provide a \$1,000 supplement for full-time public safety officials and first responders or \$300 supplement for volunteer firefighters and associated federal payroll taxes. Payments to individuals are classified as taxable wages. The Grantee is responsible for paying all federal payroll taxes and reflecting payments to recipients on forms W-2 or 1099 as applicable. Payments will be made directly to the Grantee only.

Qualifying employees must hold a valid and active certification as a law enforcement officer, jail officer, communications officer, firefighter, or emergency medical technician from the state from either the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH) and currently serve full-time in a position requiring such certification. Qualifying individuals who work as a first responder in two or more jurisdictions may only receive a supplement through their primary employer. The Grantee is responsible for ensuring that payments are only made to individuals for whom they are the primary employer. The Grantee must remit to the Office of Planning and Budget any funds received for an individual who has received the supplemental payment through another employer.

In addition to prohibited costs set forth under Section 6 of this Agreement, grant funds may not be used to supplant any other announced supplemental or premium pay for public safety officials or first responders or for other salaries, wages, overtime costs, insurance, employee fringe benefits, or other indirect expenses associated with administration or processing.

Requests for payments for eligible staff must be received by December 31, 2021 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier. The Grantee will be responsible for submitting the required documentation for reimbursement as specified by OPB through GeorgiaGrants (formerly known as GeorgiaCares).

Recipients of CSFRF Grant funds must adhere to any applicable federal and state statutes, rules, or regulations as applicable in the expenditure of these funds, and including but not limited to Executive Orders issued by the Governor; requirements, guidelines, and directives issued by OPB for GeorgiaGrants (formerly known as GeorgiaCares). The Grantee also certifies that it is subject to the requirements of Ga. Comp. R. & Regs. r. 111-8-56-.01 *et seq.* governing Grantees. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the American Rescue Plan Act CSFRF Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants (formerly known as GeorgiaCares) in support of claims for payments of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined by the United States Department of the Treasury, except that records pertaining to this Grant Agreement must be retained for the period indicated in Section 5.4 of this Agreement.

2.6 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants (formerly known as GeorgiaCares).

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party,

their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants (formerly known as GeorgiaCares). Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
3. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous

reimbursements were made for allowable costs;

4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
8. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications, and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the

State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment, and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT, ANY PURCHASE ORDERS, INVOICES, OR OTHER PROOF OF INCURRED EXPENSES ISSUED UNDER OR SUBMITTED FOR REIMBURSEMENT PURSUANT TO THIS GRANT AGREEMENT, AND ANY MATTERS CONCERNING THE ADMINISTRATION, SUFFICIENCY, OR ACCURACY OF COVID-19 TESTING SERVICES, SUPPLIES OR RESULTS THEREFROM. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN

STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires "a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government's terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R. § 2001 Comp. p. 49077.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME

ADDRESS

EMAIL

PHONE

If to OPB: Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta, Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and

policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents, and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the payment of grant funds in GeorgiaGrants (formerly known as GeorgiaCares). Financial documentation to support each request for payment shall be submitted in GeorgiaGrants (formerly known as GeorgiaCares) no later than December 31, 2021.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to payroll or other related and authorized expenses made with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 5.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
4. Reimbursement to donors for donated items or services.
5. Severance pay.
6. Legal settlements.

The above is in addition to the non-reimbursable expenses set forth elsewhere in this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Grant recipients are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of

any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the ARPA, as amended, to support COVID-19 response efforts, support economic stabilization for households and businesses, and address systemic public health and economic challenges in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.5.

The Grantee will be authorized to submit requests for payment during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants (formerly known as GeorgiaCares) pursuant to the funding announcement. All documentation of eligible employees must be submitted in GeorgiaGrants (formerly known as GeorgiaCares) prior to disbursement of funds.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 Reporting

The Grantee must provide adequate support for eligible public safety officials and first responders to receive payment using grant funds in GeorgiaGrants (formerly known as GeorgiaCares). The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support payments must be submitted in GeorgiaGrants (formerly known as GeorgiaCares) by no later than December 31, 2021 reflecting payroll for active volunteer firefighter rosters or qualifying full-time public safety officials and first responders employed by the Grantee between August 1 and August 31 of 2021.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.3 Payments

The State will provide payment to the Grantee for the expenditure of actual payroll costs to be incurred by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining eligible expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. The Grantee will pay qualified public safety officials and first responders and no claims for payments from any such qualifying employee or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Payments will be made directly to the Grantee only.

7.4 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently, payments that are duplicative for qualifying public safety officials and first responders, or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus State Fiscal Recovery Fund Payments.

7.5 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.6 Liquidation Period

Unless the Grant Agreement is terminated prior to December 31, 2021, the grant liquidation period extends until March 30, 2021. Any funds not distributed to qualifying employees at that time by the Grantee must be returned to the Office of Planning and Budget.

7.7 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any amounts paid to the Grantee for individuals who already received a pay supplement due to their work in a qualifying position with a different employer.

8. Allocated Amount

The Grantee will receive an award amount equivalent to \$1,000 per full-time qualified public safety official and first responder who was an active employee on the Grantee's payroll at any point during the period between August 1 and August 31 of 2021, \$300 per active volunteer firefighter during the same period as reported to the Georgia Firefighter Standards and Training Council, and associated federal payroll taxes as applicable for the Grantee.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants (formerly known as GeorgiaCares) on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants (formerly known as GeorgiaCares) is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name:
Title:
Email:
Phone :

2. Authorized User Two (Optional)

Name:
Title:
Email:
Phone :

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A

Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the State of Georgia for federal funds appropriated pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021), and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants (formerly known as GeorgiaCares) in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed 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.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with

the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations, and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the Grantee certifies that:

- A. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the Grantee is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

EXHIBIT C
ARPA Coronavirus State Fiscal Recovery Fund Eligibility Certification

I, Jennifer Hallman
am the Finance Director
of Villa Rica
certify that:

(Print Name),
(Title)
("Grantee") and I

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for payment of pay supplements for qualified public safety officials and first responders from the State for federal funds appropriated pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021).
2. I understand that the State will rely on this certification as a material representation in making payments to the Grantee.
3. I acknowledge that pursuant to Section 5.4 of this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of payments it has received is in accordance with Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for payment from the State by federal appropriation under Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021) will be used only to cover payments

Include all supporting documentation that clearly sets forth expenditures being claimed for reimbursement. Reimbursement will only be paid to the Grantee/Grantee. All documentation is incorporated into the Grant Agreement by reference.

to qualifying public safety officials and first responders and associated payroll taxes for individuals employed full-time by the Grantee during the period between August 1 and August 31 of 2021 or serving as an active volunteer firefighter during the same period.

9. I acknowledge that the Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, [Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – ARPA Coronavirus State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

By:

(Printed Name: Authorized Representative of Grantee) (Optional)

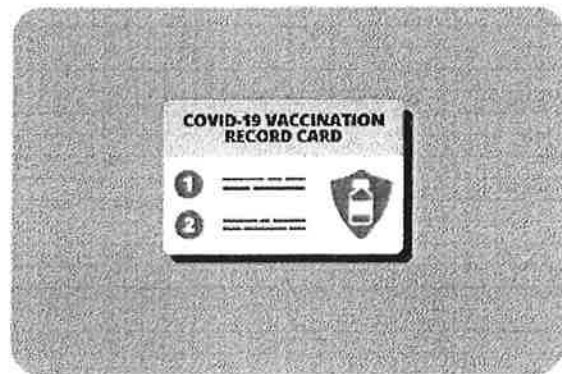
Signature:

Title:

Date:

SIGNATURE PAGE

Get Paid to Vaccinate!



In an effort to help stop the spread of COVID-19, protect our staff, and insulate the taxpayer from unnecessary expense, the mayor is announcing a vaccination incentive program. Any City of Villa Rica employee who has been fully vaccinated will receive a one-time net incentive as follows:

Full time employees \$350

Part time employees \$175

Must have
1st vaccine
dose by
9-30-2021

Must have
2nd vaccine
dose by
10-30-2021

Provide
completed
vaccination
card to HR by
11-04-2021

**A special payroll will run on November 11, 2021
for all those eligible to receive the incentive.**

To be sure, the intent of this announcement is to encourage all eligible employees to become vaccinated. However, it is well understood that there are and should be some exemptions, therefore the two following exemptions shall apply.

Religious Objection: If you hold a genuine religious objection to receiving the vaccine, we will ask that you sign an affidavit declaring such genuine religious objection.

Medical Conditions: If you have a medical condition or have been advised by a Medical Doctor that you are not eligible for the vaccination due to such condition, we will ask that you provide a letter signed by the medical doctor stating such. It will not be necessary to disclose the condition, only that the MD has determined that you should not receive the vaccine.

Those who meet the exemptions described above, and who present to Human Resources the required documentation no later than September 30, 2021, shall receive the same incentive as those who have been fully vaccinated.

Any employee who chooses not to be vaccinated as a personal choice not covered by either of the exemptions above should not feel that their decision will be highlighted in anyway, much like those who do not participate in the city's wellness plan or who are tobacco users. Those are personal choices that result in higher premiums for the employee, but their decisions are not highlighted by the city in any way.