

CITY COUNCIL
GIL MCDUGAL, MAYOR
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
LESLIE MCPHERSON
ANNA MCCOY
DANNY CARTER

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

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

December 14, 2021 | 3:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body Mayor Gil McDougal

1. Pedestrian Safety in Downtown Villa Rica - Discussion Only
2. Mayoral Appointment of Housing Authority Board Appointment of Tom Flowers

B. Community Development (Tracy Jarvis, Director)

1. Presentation of Livable Centers Initiative and Resolution of Support for a LCI Implementation Grant for Planning and Engineering Phase of Northside Downtown Streetscape Project (Chris Montesinos, Deputy Director of Community Development)
2. RA-06-21 - Parcel # V02 0070100 - Rezoning Application for 29.21 acres on Highway 78 and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
3. RA-10-21 - Parcel # V07 0110153, V07 0110003 and V07 0110230 - 135 & 189 Commerce Drive Rezoning Application and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
4. Amendment to the Villa Rica Zoning Ordinance - Section 8.02(2)t - Accessory Structures in Residential Zoning Districts (Chris Montesinos, Deputy Director Community Development)
5. An Amendment to Article 3: Villa Rica Zoning Ordinance Amending Section 8.03(2)c - TEMPORARY USE AND STRUCTURE STANDARDS (Chris Montesinos, Deputy Director Community Development)
6. Amendment to the Villa Rica Zoning Ordinance - Chapter VIII - SUPPLEMENTARY STANDARDS FOR SPECIFIC USES - Subsection 8.02 (2) p Solar Energy Conversion Equipment and q) Wind Energy Conversion Equipment (Chris Montesinos, Deputy Director Community Development)

C. Economic Development (Janet Chumley, Manager)

1. 2021 Downtown Development Authority Board Appointment
2. 2021 Main Street Advisory Board Reappointment
3. 2022 Professional Services Agreement with RCS Productions, Inc.

D. Human Resources (Sarah Andrews, Interim Director)

1. Biometric Screenings

E. Utilities (Pete Zorbanos, Director)

1. West Plant Parkson Drum Screen Refurbishment
2. Bivins Wastewater Lift Station Control Panel

F. Finance (Jennifer Hallman, Finance Director)

1. FY2022 Budget Amendments - #14 - 21
2. Approval of updated Utility Rates to be effective January 1, 2022

G. Deputy City Manager (Sarah Andrews)

1. Proposed 2022 Meeting Calendar

H. City Manager (Tom Barber)

1. Professional Services with Falcon Design Consultants for Conceptual Design of Road Segment
2. To Approve a Proposal from Keck & Wood for Additional Services for the North Bypass Related to the Archaeological Review
3. Professional Services Agreement with Mark Teal of TE², LLC
4. Approval of Work Order 17003.16 with Brennan Jones to Design Sewer Improvements Near Nalley Road

I. 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.)

J. Adjournment (Mayor Gil McDougal)



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Pedestrian Crossings

AGENDA DATE: December 14, 2021

DATE PREPARED: December 13, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To discuss downtown safety improvements.

BACKGROUND: Councilmember McPherson has requested a discussion of pedestrian safety improvements in our downtown.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Housing Authority Board Appointment
AGENDA DATE: 12/14/21

DATE PREPARED: 12/13/21
PREPARED BY: Sarah Andrews

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM?: N/A

PURPOSE: The five-member Housing Authority Board is appointed by the Mayor. The Housing Authority's purpose is to provide opportunities for decent, safe, and affordable housing to individuals and families in the City of Villa Rica Community. Terms are 5 years (staggered).

BACKGROUND: The Housing Authority Board currently has two open board positions. The first being the unexpired seat vacated by Monroe Spake's resignation. The second is the expired term of Phil Blair as of 4/30/21. The City received two applications requesting to join the Housing Authority Board.

MAYORAL RECOMMENDATION: To appoint Tom Flowers to the unexpired term vacated by Monroe Spake.

IMPACT: To fill a vacant Housing Authority board seat.

MOTION: I make a motion to appoint Tom Flowers to the Housing Authority Board to fill the unexpired term ending 5/31/2024.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name:

THOMAS A. FLOWERS

Occupation:

RETIRED BANKER

Employer:

N/A

Home Address:

3107 GOLFERS WAY

City:

V.R. GA

Zip:

30180

Home Phone:

()

N/A

Home E-Mail:

gaflowers392@gmail.com

Work Phone:

()

Work E-Mail:

N/A

Cell Phone:

(816)

522-1034

Preferred E-Mail:

☒ Home

☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Housing Authority Board
- b) How long have you been a resident of the City of Villa Rica? 8 Years ___ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

PAST CAREER WAS DIRECTLY RELATED TO THIS FIELD.

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

APPLICANT STATEMENT

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


Signature

Thomas A. Flowers
Printed Name

4/7/21
Date

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

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

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

BOARD AND COMMISSION INFORMATION

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

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

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

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

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

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

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

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

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

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



CITY OF VILLA RICA

City Council Packet

SUBJECT: Livable Centers Initiative (LCI) Planning Grant Resolution of Support and Adoption of the Villa Rica LCI Planning Study

CITY COUNCIL AGENDA DATE: December 14, 2021

DATE: November 1, 2021

PREPARED BY: Chris Montesinos AICP
Deputy Director of Community Development

FISCAL IMPACT:

ANNUAL – \$286,000 (FY2023) – likely spread into FY2024
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: 2023 Budget Appropriation – Professional Fees and Services

PUBLIC HEARING REQUIRED: YES (12/14/2021)

PURPOSE: The City is applying for a LCI project implementation grant for the Planning and Engineering (P/E) Phase of the Northside Downtown Streetscape Project. The grant is an opportunity provided through the Atlanta Regional Commission (ARC). The LCI program requires a 20% match from the City – the remaining 80% is paid by the ARC. The LCI program is a great opportunity for the City to gain access to federal funds for planning, transportation, streetscapes, and other infrastructure improvements. The \$286,000 request will be for the City's required 20% grant match. The resolution presented is the commitment of the Mayor and City Council to support the City's LCI application and affirm the 20% match commitment.

BACKGROUND: The Atlanta Regional Commission's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services.

The LCI program is funded with federal transportation dollars. The grants cover 80 percent of the cost of each study or transportation project, with the recipient making a 20 percent match. Participation in the LCI program provides opportunities to obtain federal transportation funds to pay for improvement projects, including downtown streetscapes, curb & gutter, sidewalks, and other pedestrian enhancements, and the implementation of much of the Golden Nugget Trail.

Applications for implementation projects is only available every other year. The current LCI applications are due on December 2nd, 2021, and Resolutions of Support from the local governing body are due no later than December 31st, 2021. Selected project awards will be made in the Spring of 2022, and award contracts will be executed by late Spring/early Summer. The project will be bid by the City and awarded by the Fall of 2022, which would put any expenditure obligations into the 2023 fiscal year.

A presentation of the final draft of the plan was presented at the December 14th City Council meeting for the elected body to adopt. The LCI Study has a list of actionable projects with anticipated costs and timelines. The PE Phase of the Northside Downtown Streetscape Project is our first implementation grant application for LCI funding. The PE phase is expected to take roughly two (2) years, followed by right-of-way certification, environmental clearance, and eventual construction, with a projected completion date in 2029 – that is if the project is selected for funding (calls for projects only occurs every other year).

STAFF RECOMMENDATION: Staff strongly supports the City's 2021 Livable Centers Initiative application to fund 80% of the P/E Phase of the Northside Downtown Streetscape Project, and encourages the Mayor and City Council to support the resolution commitment to match 20% of the LCI implementation project cost.

IMPACT: Transportation projects utilizing federal funds are quite lengthy, but the results would be a radical improvement in the flow of downtown's street network, greatly improved public safety, and a historic change in the function of downtown's urban design and pedestrian experience.

MOTION: Move to APPROVE a resolution in support of the City's Livable Centers Initiative (LCI) Implementation Grant application, and to affirm its commitment to fund \$286,000 (20% of the project costs) should the City be selected for funding.

MOTION: Move to APPROVE the adoption of the Villa Rica Livable Center's Initiative Study.

DRAFT

STATE OF GEORGIA
COUNTY OF CARROLL
COUNTY OF DOUGLAS
CITY OF VILLA RICA

To Be Adopted on
December 14th, 2021

RESOLUTION R-_____

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR GRANT FUNDS FROM THE LCI PROGRAM, A PROGRAM WHICH UTILIZES FEDERAL TRANSPORTATION PROGRAM STP 33(C) FUNDS ADMINISTERED THROUGH THE ATLANTA REGIONAL COMMISSION (ARC).

WHEREAS: Federal grant funds are available through the LCI Program to assist local governments with planning and implementation of transportation improvements in their communities; and

WHEREAS: The City of Villa Rica, Georgia desires to make an application for these grant funds for a Livable Centers Initiative Implementation Project; and

WHEREAS: The City of Villa Rica will request grant funds for \$1,144,000; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$286,000 – for a total project cost of \$1,430,000;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the Atlanta Regional Commission through the LCI Program for a Livable Centers Initiative Implementation Project – P/E Phase for the Northside Downtown Streetscape Project;

BE IT FURTHER RESOLVED THAT:

In the event this federal grant is approved, the Mayor and Council hereby confirm that the 20% matching funds will be made available in the appropriate fiscal year budget, and that these funds will be used to meet the terms of this grant.

So Resolved, this the 14th day of December, 2021

Signed: Gil McDougal, Mayor

Attest: Alisa Doyal, City Clerk



NORTHSIDE DOWNTOWN STREETScape

CITY OF VILLA RICA LIVABLE CENTERS INITIATIVE STUDY

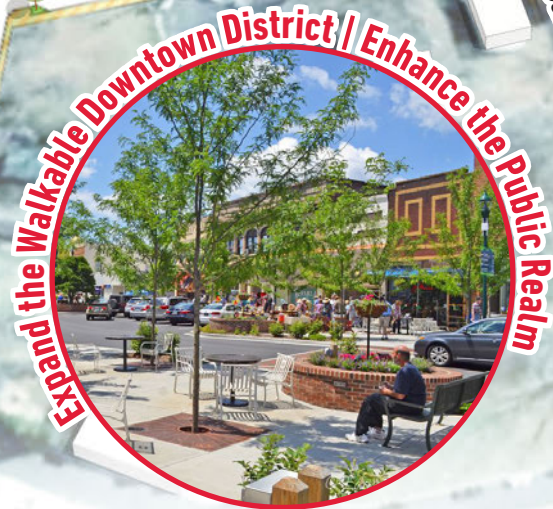
NOVEMBER 22, 2021



DRAFT CONCEPT

DOWNTOWN VILLA RICA

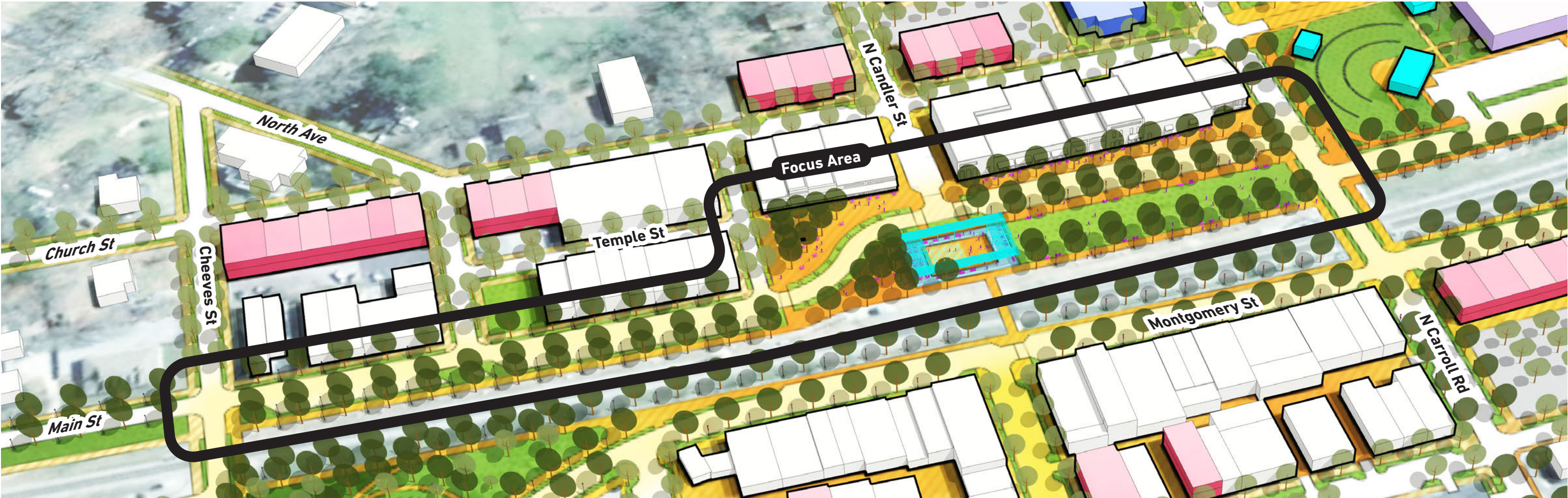
Northside Downtown Streetscape



NORTHSIDE DOWNTOWN STREETScape

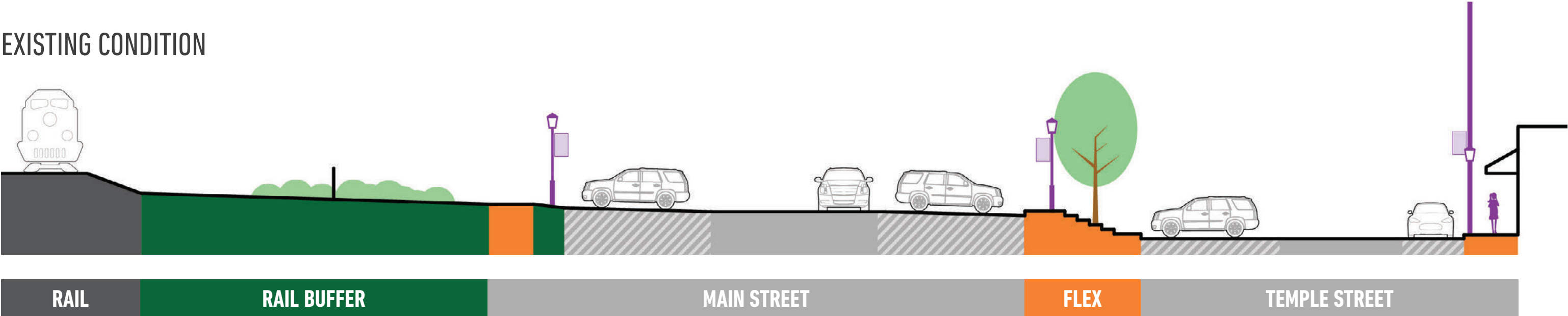


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|---|--------------------------------|--------------------------------|--|------------------------|
| MAIN ST & TEMPLE ST CONSOLIDATION | "SHARED SPACE" DESIGN FEATURES | WIDE SIDEWALKS & AMENITY ZONES | HIGH-VISIBILITY PEDESTRIAN & BICYCLE CROSSINGS | HIGH-QUALITY MATERIALS |
| MULTI-USE TRAIL | BIKE PARKING & STORAGE | PERVIOUS PAVING ZONES | BIOSWALES & STORMWATER INFRASTRUCTURE | INCREASED TREE CANOPY |
| NATIVE LANDSCAPING & POLLINATOR HABITAT | | | | |



NORTHSIDE DOWNTOWN STREETSCAPE

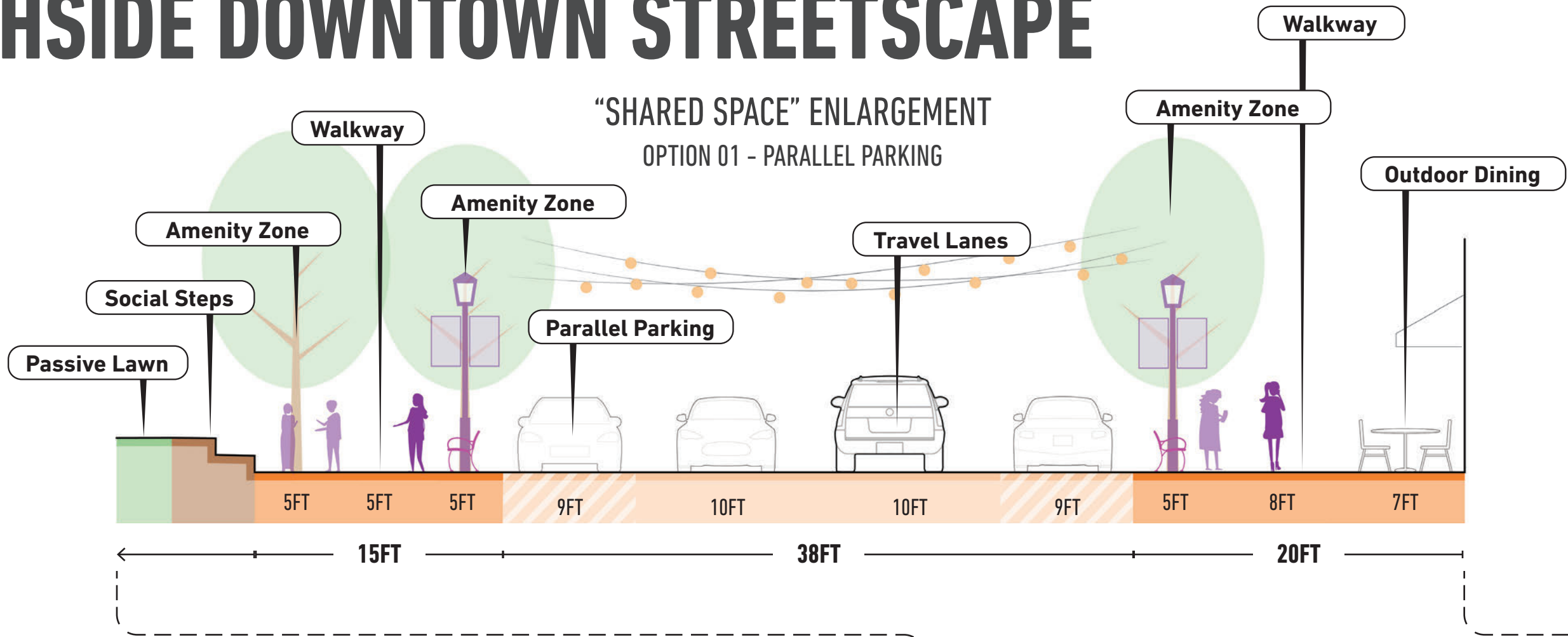
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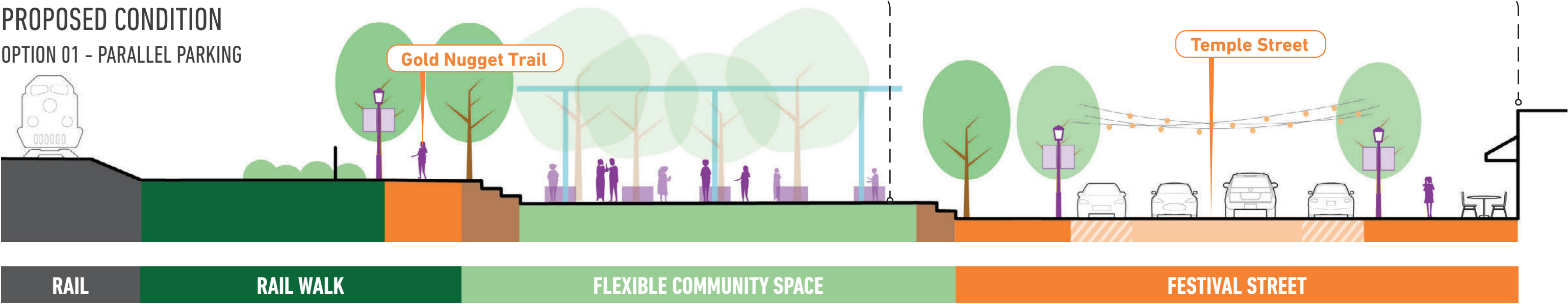
PROPOSED CONDITION OPTION 01 - PARALLEL PARKING



NORTHSIDE DOWNTOWN STREETScape

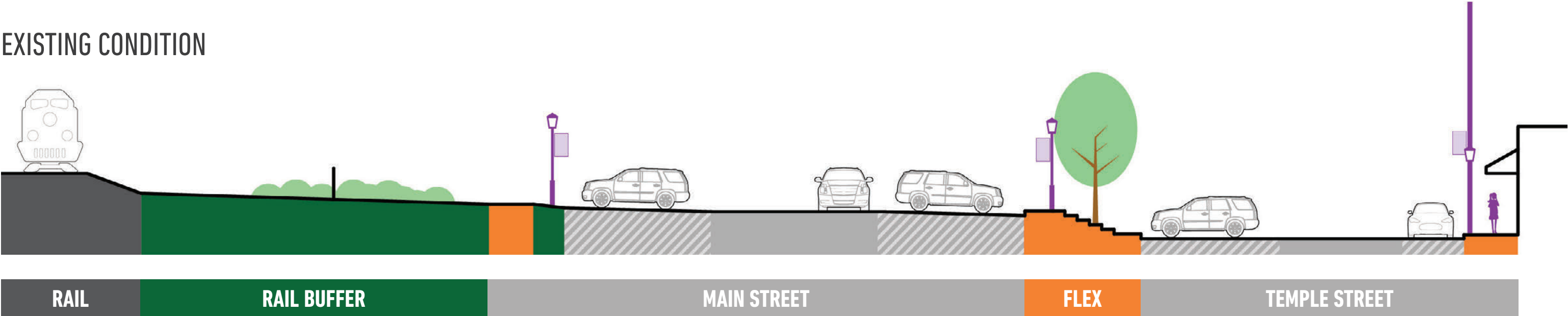


PROPOSED CONDITION
OPTION 01 - PARALLEL PARKING



NORTHSIDE DOWNTOWN STREETScape

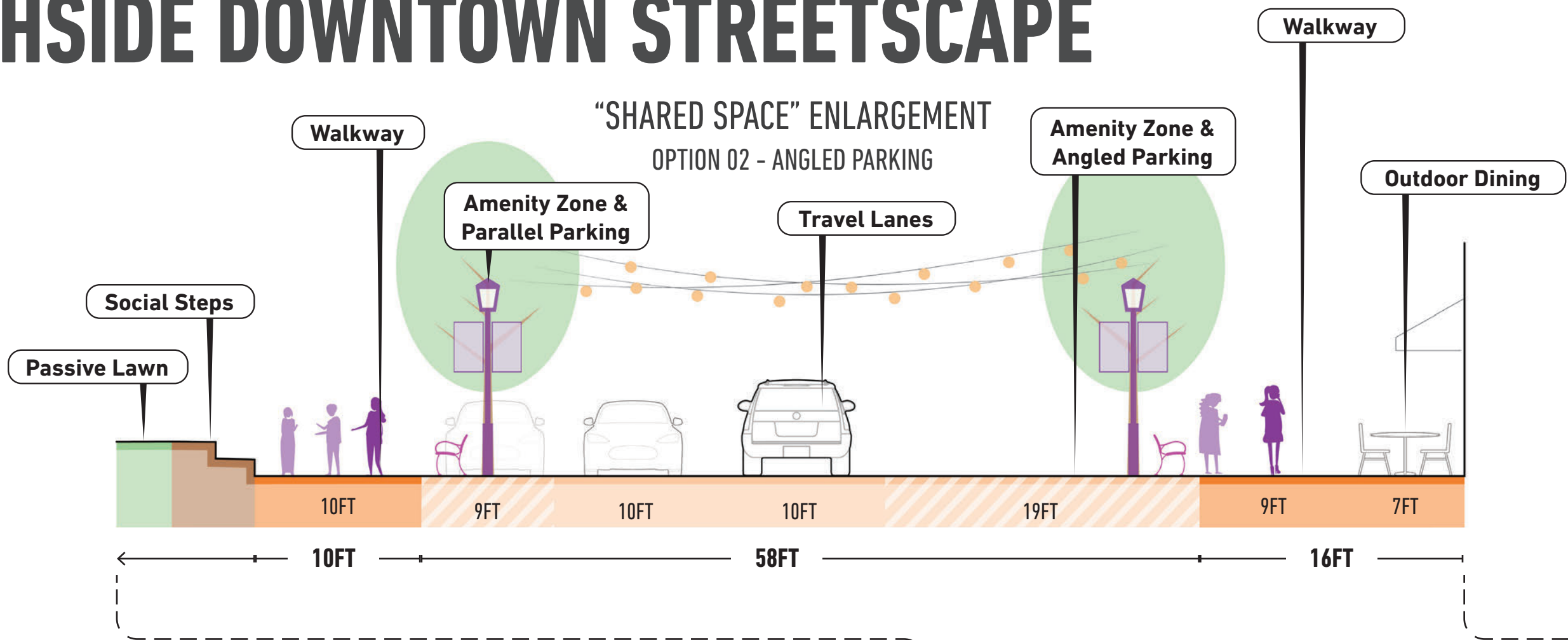
EXISTING CONDITION



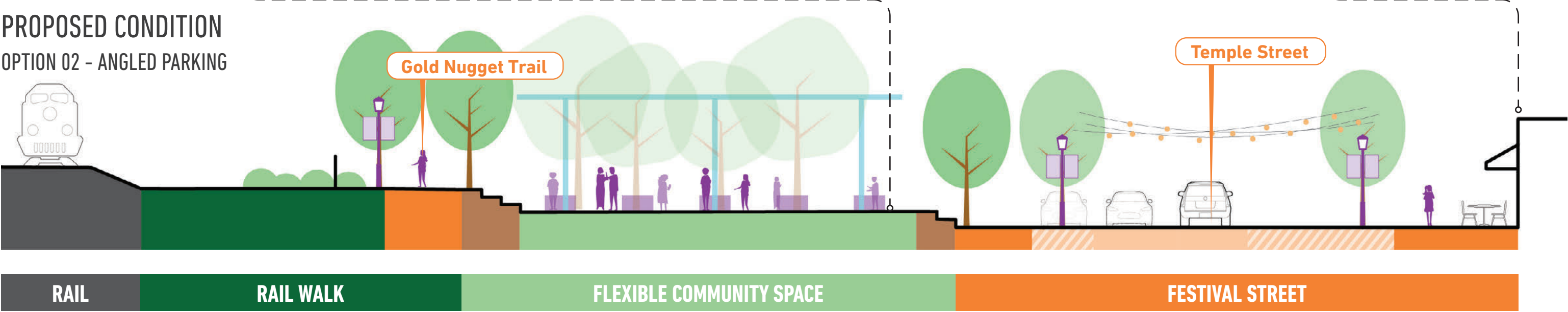
PROPOSED CONDITION
OPTION 02 - ANGLED PARKING



NORTHSIDE DOWNTOWN STREETSCAPE



PROPOSED CONDITION
OPTION 02 - ANGLED PARKING



EXISTING CONDITION

NORTHSIDE DOWNTOWN STREETSCAPE



MASTER PLAN CONCEPT

NORTHSIDE DOWNTOWN STREETSCAPE



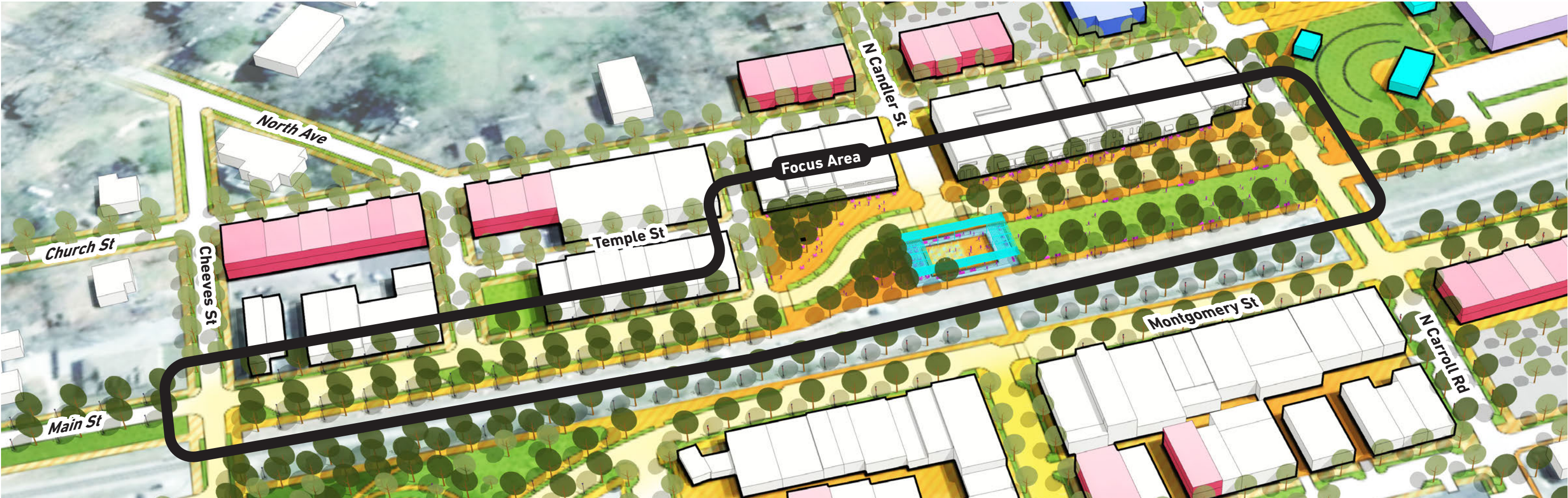
NORTHSIDE DOWNTOWN STREETSCAPE

DRAFT ORDER OF MAGNITUDE ESTIMATE
\$11,700,000 TO \$14,300,000

DRAFT PLANNING & ENGINEERING ESTIMATE
\$1,170,000 TO \$1,430,000

NOTE: WATER FEATURE & SHADE STRUCTURE NOT INCLUDED IN DRAFT ORDER OF MAGNITUDE ESTIMATE

- | | | | | | |
|-----------------------------------|--------------------------------|--------------------------------|--|------------------------|---|
| MAIN ST & TEMPLE ST CONSOLIDATION | "SHARED SPACE" DESIGN FEATURES | WIDE SIDEWALKS & AMENITY ZONES | HIGH-VISIBILITY PEDESTRIAN & BICYCLE CROSSINGS | HIGH-QUALITY MATERIALS | |
| MULTI-USE TRAIL | BIKE PARKING & STORAGE | PERVIOUS PAVING ZONES | BIOSWALES & STORMWATER INFRASTRUCTURE | INCREASED TREE CANOPY | NATIVE LANDSCAPING & POLLINATOR HABITAT |



MKSK

Atlanta, GA
Columbus, OH
Cincinnati, OH
Detroit, MI
Greenville, SC
Indianapolis, IN
Lafayette, IN
Louisville, KY



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-06-21 – Parcel #: V02 0070100 –Hwy 78 (W. Bankhead Highway)

CITY COUNCIL AGENDA DATE: December 14th, 2021

DATE: December 2, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Starlight Homes, LLC, LLC of Alpharetta, GA has requested a rezoning of a vacant parcel totaling 29.21-acres from Industrial Medium-Density (I2) to Single-Family Attached (SFA).

BACKGROUND: The applicant proposes to construct 268 “for sale” townhomes on the parcel, with a density of 9.17 du/acre. Three amenities will be required. The property was previously zoned General Industrial under the UDC and has two entrances.

STAFF RECOMMENDATION: Staff recommends DENIAL

Reasons: The SFA Zone does not meet the “Appropriate Zoning Categories” listed in the Comprehensive Plan for the Industrial Activity Center Character Area or the Commercial Activity Center Character Area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL w/Conditions

1. Subject to a rental cap rate for the community, not to exceed 15%.

MOTION:

I move to deny the rezoning request from Starlight Homes, LLC of Villa Rica, GA for a rezoning from I2 to SFA.

HARTLEY, ROWE & FOWLER, P.C.

ATTORNEYS AT LAW

JOSEPH H. FOWLER

DIRECT DIAL: 770/ 920-2001
EMAIL: JFOWLER@HRFLEGAL.COM

12301 VETERANS MEMORIAL HIGHWAY
POST OFFICE BOX 489
DOUGLASVILLE, GEORGIA 30133-0489

TELEPHONE: 770/920-2000
FAX: 770/920-9119

October 25, 2021

Mr. Ronald Johnson
Planning & Zoning Department
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

RE: *Application for Starlight Homes Georgia, LLC*
Tax Parcel V2 0070100
LETTER OF INTENT

Dear Ron:

Starlight Homes Georgia, LLC ("Applicant") is seeking the rezoning of the above-referenced tax parcel from I2 (Industrial Medium Density) to SFA (Single Family Attached) for the development of a townhome community. The general information is as follows:

1. The total site area is 29.21 acres.
2. A total of 268 townhomes are proposed, which results in a total density of 9.17 units per acre, and there will be a point of access of U.S. Highway 78 and on Villa Trace. Each unit shall have a minimum living area of 1,040 square feet.
3. The townhomes are proposed at a width of 22 feet. We recognize that a variance will be required from the existing SFA Zoning Criteria.
4. Each townhome shall have a single car garage.
5. Each townhome shall be a driveway length from the back of curb or sidewalk of 20 feet. We recognize that this may require a variance from the existing SFA Zoning Criteria.

6. Each townhome building shall have a separation of 20 feet from each other. We recognize that a variance may be required from the existing SFA Zoning Criteria, section 9.03(2)(d), Building Orientation, to the extent that this provision is not amended by the City Council.

7. Under the proposed layout certain townhome buildings will be setback less than the 20 feet from one another as required by s SFA Zoning Criteria, section 9.03(2)(e), Building Orientation (“push/pull” provision). A request for a variance will be submitted if this provision is not amended by the City Council.

8. The open space for the site exceeds the requirements of section 7.13 of the Zoning Ordinance, which is a 12% (Table 7.24).

9. Three amenity areas are proposed for the development and will comply with the requirements of section 7.14 of the Zoning Ordinance (three amenities from section 7.14(2)).

10. Sidewalks 5 feet in width will be constructed throughout the development.

11. Traffic calming devices shall be constructed in various locations on the site plan.

Thank you for your consideration in this matter.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.

Joseph H. Fowler

Joseph H. Fowler

JHF/ses

cc: Mr. Joe Ingram



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: 07/19/2021

APPLICANT

Applicant Name: Starlight Homes Georgia, LLC

Address: 3780 Mansell Road, Suite 100 City: Alpharetta State: GA Zip Code: 30022

Phone: 770-652-2512 Fax: _____ Email: _____

Agent Name: Joseph H. Fowler, Esq.

Address: P.O. Box 489 City: Douglasville State: GA Zip Code: 30133

Phone: 770-920-2000 Fax: 770-920-9119 Email: jfowler@hrflegal.com

Owner Name (If different from applicant): Matthews & Redding, GP

Address: 215 West Bankhead Highway City: Villa Rica State: GA Zip Code: 30180

Phone: 770-231-8572 Fax: _____ Email: _____

NOTE: A NOTARIZED STATEMENT SIGNED BY THE PROPERTY OWNER(S) AUTHORIZING THE APPLICANT TO MAKE THIS REQUEST SHALL BE ATTACHED TO THIS APPLICATION).

REZONING REQUEST

Existing Zoning: I2 Requested Zoning: SFA

Property Address: Bankhead Highway City: Villa Rica State: GA Zip Code: 30180

Nearest Intersection: State Route 101 & Bankhead Highway

Present Use of Property: Vacant

Proposed Use: Townhome Community

Size of Tract: 29.21 Acres Land Lot Numbers: 164 Districts: 6th

Gross Density: 9.17 Unit(s) Per Acre Net Density: _____ Unit(s) Per Acre

Property Tax Parcel Number: V02 0070100



Case # _____

REZONING APPLICATION REVIEW

FOR OFFICE USE ONLY

Total Amount Paid: \$ _____ Cash _____ Check Number _____ Received by: _____
Application Checked by: _____ Date: _____ Map Number(s): _____
Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____
City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____
Manager's Signature _____ Date: _____

The procedure for amending the Official Zoning Ordinance text, or making changes to the Official Zoning Map are set forth in Section 2.03.B of the Official Zoning Ordinance. Generally, the amendment process involves review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

I, JOE INGRAM, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.
STARLIGHT HOMES GEORGIA, LLC

Joe Ingram
JOE INGRAM, VICE PRESIDENT OF LAND ACQUISITION
Signature

7.17.2021

Date

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL ZONING ORDINANCE TEXT AMMENDMENT

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

- ☐ 1. Proposed text amendment;
- ☐ 2. Written statement describing reasons for the proposed text amendment; and
- ☐ 3. Any other exhibits as may be required by the Community Development Director.



Case # _____

REZONING APPLICATION REVIEW

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Has the applicant¹ made, within two (2) years immediately preceding the filing of the application for rezoning, campaign contributions aggregating for \$250.00 or more made gifts having in the aggregate a value of \$250.00 or more to a member of a City Council or Planning Commission who will consider the applicant: Yes ☐ No ☒

If YES, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar Amount of Campaign Contribution	Description of Gift \$250.00 or Greater Given to Board Member



Case # _____

REZONING APPLICATION REVIEW

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

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

- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by the Community Development Director or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this ____ day of July, 2021.

STARLIGHT HOMES GEORGIA, LLC

Applicant's Name – Printed

Signature of Applicant

JOSEPH H. FOWLER, ESQ.

Applicant's Attorney (If applicable) – Printed

Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this 17th day of July, 2021.

Notary Public

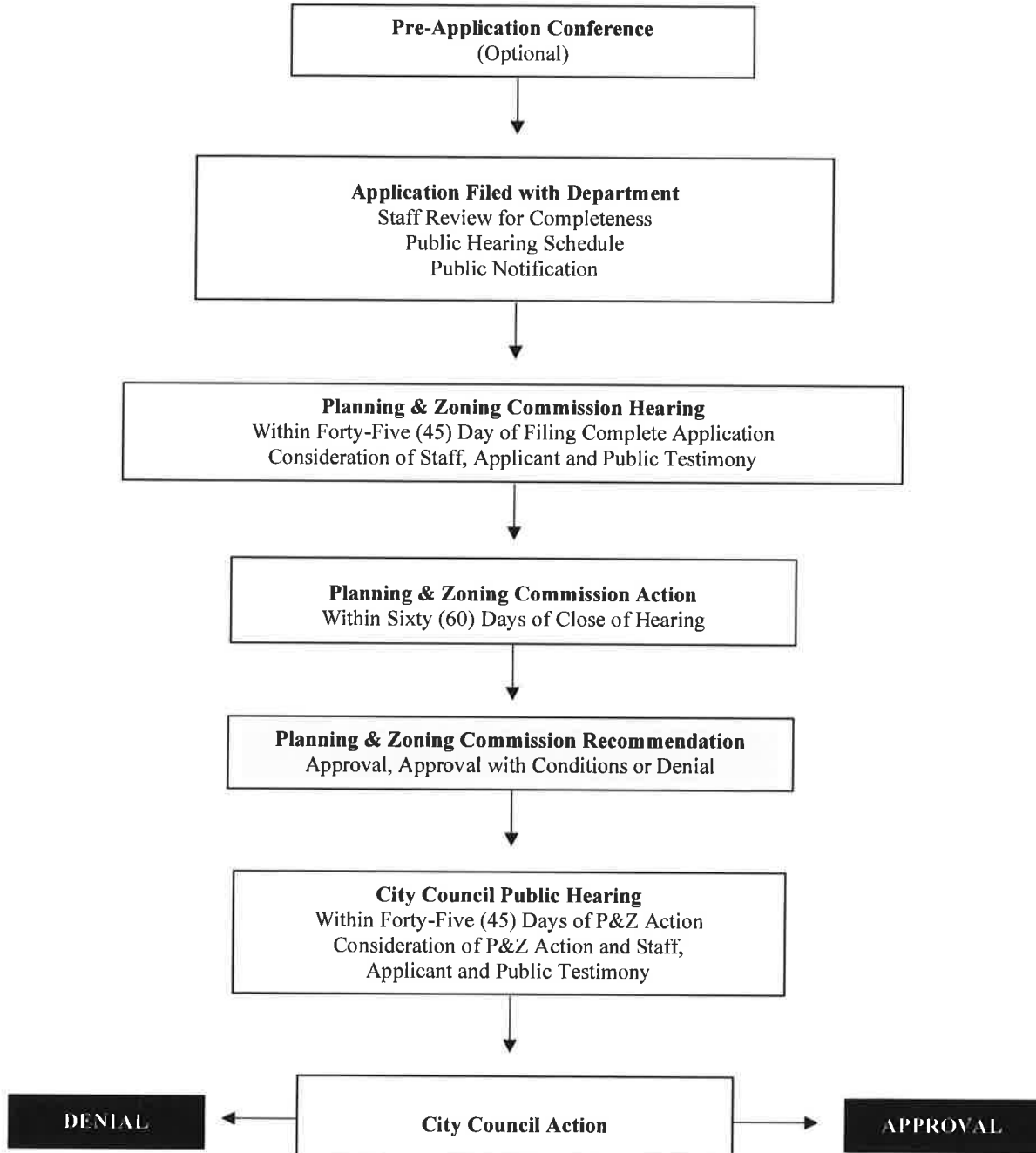
¹ APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.



Case # _____

REZONING APPLICATION REVIEW

PROCESS



HARTLEY, ROWE & FOWLER, P.C.

ATTORNEYS AT LAW

JOSEPH H. FOWLER

DIRECT DIAL: 770/920-2001
EMAIL: JFOWLER@HRFLEGAL.COM

12301 VETERANS MEMORIAL HIGHWAY
POST OFFICE BOX 489
DOUGLASVILLE, GEORGIA 30133-0489

TELEPHONE: 770/920-2000
FAX: 770/920-9119

July 19, 2021

Mr. Ronald Johnson
Planning & Zoning Department
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

RE: *Application for Starlight Homes Georgia, LLC*
Tax Parcel V2 0070100
LETTER OF INTENT

Dear Ron:

Starlight Homes Georgia, LLC ("Applicant") would like to request a rezoning of the above-referenced tax parcel from I2 to SFA for the development of a townhome community. The proposed density for the development would be 9.17 units per acre.

Thank you for your consideration in this matter.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.



Joseph H. Fowler

JHF/ses

cc: Mr. Joe Ingram



qPublic.net

Carroll County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID V02 0070100
Class Code Commercial
Taxing District VILLA RICA
Acres 29.21

Owner MATTHEWS & REDDING GP
C/O BURNELL REDDING
2381 LEE PLACE
VILLA RICA, GA 30180

Physical Address VILLA TRCE
Assessed Value Value \$196050

Last 2 Sales

Date	Price	Reason	Qual
12/22/2008	0	FS	U
12/12/2001	0	PI	U

(Note: Not to be used on legal documents)

Date created: 7/16/2021

Last Data Uploaded: 7/15/2021 7:05:14 PM

Developed by Schneider
GEOSPATIAL

Summary

Parcel Number V02 0070100
Location Address VILLA TRCE
Legal Description V/29.21AC VILLA TRACE VR18/23
 (Note: Not to be used on legal documents)
Class C5-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.918
Acres 29.21
Homestead Exemption No (S0)
Landlot/District 164 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

MATTHEWS & REDDING GP
C/O BURNELL REDDING
2381 LEE PLACE
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Ind-County	Acres	1,272,388	0	0	29.21	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/22/2008	4471 342	61 241	\$0	Family/Corp Sale	MATTHEWS JEFF R	MATTHEWS & REDDING GP
12/12/2001	1697 113	61 241	\$0	Part Interest	REDDING BURNELL	MATTHEWS JEFF R
3/1/2001	1450 275	61 241	\$250,000	Land Market Sale	LEATHERS S TURNER JR	REDDING BURNELL
10/20/1997	1005 82		\$0	Right o Way/Easement	LEATHERS S TURNER JR	LEATHERS S TURNER JR
9/22/1997	1005 80	61 241	\$0	Legal	LEATHERS S T	LEATHERS S TURNER JR
8/22/1996	939 274		\$0	Legal	LEATHERS S T	LEATHERS S TURNER JR

Valuation

	2021	2020	2019	2018	2017
Previous Value	\$196,050	\$196,050	\$196,050	\$196,050	\$146,050
Land Value	\$196,050	\$196,050	\$196,050	\$196,050	\$196,050
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$196,050	\$196,050	\$196,050	\$196,050	\$196,050

Photos

Written Description:
Villa Trace

All that tract or parcel of land lying and being in Land Lot 164 of the 6th District, City of Villa Rica, Carroll County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1/2" rebar found at the intersection of the northeast corner of a tract as shown on the Survey for S. Turner Leathers, Jr., recorded in Plat Book 61, Page 241 and the common line of Land Lots 164 and 189, said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

thence leaving said Land Lot Line thence S02°35'46"W for a distance of 2093.74 feet to a 1/2" rebar set; thence S28°25'12"W for a distance of 221.75 feet to a 1/2" rebar set; thence S02°35'46"W for a distance of 451.31 feet to a 1/2" rebar set at the northerly right of way of U.S. Highway 78 (80' right of way); thence along said northerly right of way N73°03'05"W for a distance of 58.37 feet to a nail found; thence leaving said northerly right of way N03°30'53"E for a distance of 300.73 feet to a 1/2" rebar found; thence N03°16'19"E for a distance of 149.79 feet to a 1/2" rebar found; thence N71°58'49"W for a distance of 107.59 feet to a 1/2" rebar found (leaning); thence N02°15'26"E for a distance of 16.27 feet to a 1/2" rebar set; thence N73°06'11"W for a distance of 82.63 feet to a 1" steel bar found; thence N71°38'55"W for a distance of 49.58 feet to a 1/2" rebar found (leaning); thence N75°59'02"W for a distance of 207.53 feet to a 1/2" rebar found (leaning) at the easterly right of way of Villa Trace (60' right of way); thence along said easterly right of way N02°26'58"E for a distance of 189.12 feet to a 1/2" rebar found; thence leaving said easterly right of way N01°59'24"E for a distance of 1736.64 feet to a 1/2" rebar set; thence N83°42'14"E for a distance of 238.53 feet to a 1/2" rebar found; thence N09°23'05"E for a distance of 134.27 feet to a point; thence N74°57'02"E for a distance of 167.60 feet to a point; thence N00°42'25"E for a distance of 3.42 feet to a point at the common line of Land Lots 164 and 189; thence along said Land Lot Line N89°38'18"E for a distance of 189.56 feet to a 1/2" rebar found, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 29.236 acres.

BK PG

4471 342

PT-61-022-2009-000412

CARROLL COUNTY, GEORGIA

REAL ESTATE

TRANSFER TAX PAID \$ 0

INTANGIBLE TAX PAID \$ -

DATE 1-26-09

Alan J. Lee

CLERK OF SUPERIOR COURT

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT

04 JAN 26 PM 2:05

Alan J. Lee

200970

③ -1

Prepared by and return to:

J. Marshall Martin
Foltz Martin, LLC
Five Piedmont Center, Suite 750
Atlanta, Georgia 30305

Cross reference Deed Book 1697, Page 113
Carroll County Records

QUITCLAIM DEED

THIS INDENTURE, is made this 22nd day of December 2008, between **BURNELL REDDING** and **JEFF R. MATTHEWS**, as parties of the first part (hereinafter called the "Grantor") and **MATTHEWS & REDDING, GP**, a Georgia general partnership, as party of the second part (hereinafter called the "Grantee").

The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, all that tract or parcel of land lying and being in Carroll County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, the day and year first above written.

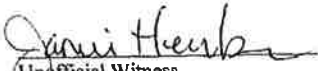
[signatures on next page]

Signed, sealed and delivered
in the presence of:


Unofficial Witness

Jonathan Morris
Notary Public, Georgia
My Commission Expires: 12-14-2012
(NOTARIAL SEAL)
COBB COUNTY

Signed, sealed and delivered
in the presence of:

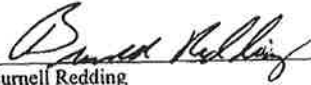

Unofficial Witness


Notary Public
My Commission Expires:
(NOTARIAL SEAL)
DIANNE C. SULLIVAN
NOTARY PUBLIC
COMMISSION EXPIRES DECEMBER 18, 2010
CARROLL COUNTY, GA

GRANTOR


Jeff R. Matthews

[CORPORATE SEAL]


Burnell Redding

[CORPORATE SEAL]

EXHIBIT "A"**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 164 of the 6th District, of Carroll County, Georgia, and being in the City of Villa Rica, and being more particularly described as 29.21 acres on that plat entitled "Survey for S. Turner Leathers, Jr.", by Jacob Roland Harrison, R.L.S. #1134 dated May 26, 1997, and recorded in Plat Book 61, Page 241, Clerk's Office, Carroll Superior Court, and said survey and the description contained therein is hereby incorporated by reference.

RECORDED JAN 27 2009
Alan J. Lee, CLERK



October 26th, 2021

Revised –December 3rd, 2021

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

Re: Planning Report
Starlight Homes Georgia, LLC
RA-06-21
Hwy 78 (W. Bankhead Highway)
Land Lot 164, District 6th
Parcel # V02 0070100
Acreage: 29.21
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Mac Pilgrim
City of Villa Rica, Carroll County, Georgia

Dear Ms. Cox:

Starlight Homes Georgia, LLC (the Applicant) seeks a rezoning of a 29.21-acre vacant parcel from Industrial Medium-Density (I2) to Single-Family Attached (SFA). No variances have been applied for or have been reviewed within this report.

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

1. Application for Zoning Map Amendment, dated July 19th, 2021;
2. Applicant Summary Description of Project (2 pages), dated October 25th, 2021, prepared by Joseph H. Fowler;
3. Quitclaim deed, dated December 22nd, 2008, signed by Jeff R. Matthews;
4. Qpublic Carroll County Tax Assessor information sheet, undated;
5. Site Plan, dated June 9th, 2021 and revised through August 23rd, 2021, prepared by Christopher Planning & Engineering;
6. Unsigned and Unsealed Property Survey, prepared by Gunnin Land Surveying.



A. Existing Conditions

The subject property is located north of West Bankhead Highway, west of Leathers Street and east of Villa Trace. The parcel has 58.37' of frontage along West Bankhead Highway and 189.12' of frontage along Villa Trace. The property is a flag shaped lot that has a relatively flat topography for most sections of the lot that begins to fall at the rear of the property. The C.L. Creek abuts the rear property line and that section of the lot lies within a flood zone.

The parcel is currently zoned Industrial Medium-Density (I-2) and features undeveloped land. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the Industrial Medium-Density (I-2) zone to the east and north, bordering a vacant parcel and the city's water plant. The parcel is also adjacent to apartment homes, a vacant parcel, an office building and Villa Rica Christian Church (across Villa Trace) to the west; Dollar General, Dairy Queen, and a single-family house to the south; a mobile home park an industrial company (Index DIY, Inc.) and a vacant parcel to the east.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial Medium-Density (I-2)	Conservation/Open Space
East	Multifamily Low-Density (MF1)	Industrial
	Commercial Low-Density (C-1)	Commercial
South	Commercial Low-Density (C-1)	Commercial
West	Commercial Low-Density (I-1)	Suburban Village
	Multifamily Low-Density (MF1)	



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

B. Site History

The parcel is vacant and has been vacant throughout its existence. The Unified Development Code (UDC) zoned the property as General Industrial (GI). The Community Development Office does not have record of any previous applications being filed for this property. In November of 2020, the City Council rezoned the property to Industrial Medium-Density (I2), which was a lateral change from the previous GI zone as a part of the citywide rezoning efforts.



C. Proposed Development

The applicant's request to rezone the property to SFA requires the implementation of several residential design standards and other sections of the development ordinance that are applicable to residential and townhouse developments.

The applicant is under contract for the 21.74-acre parcel in question and proposes a 268-unit single-family attached townhome community with a density of 9.17 dwelling units per acre. The applicant proposes townhomes, which are a permitted use in the SFA zoning district.

Design Standards and Bulk Requirements

The applicant is expected to follow all architectural design standards indicated within Section 9.03 *Multifamily and Single-Family Attached Design Standards*. The applicant has not submitted architectural elevation plans to verify if these standards have been met or require relief. The applicant's site plan indicates that the development will have a single amenity area, park space, a stormwater pond facility, water and sewer provided by the city, private roadways that are 24' curb-to-curb within a 60' right-of-way, and 5' sidewalks. Three traffic circles are proposed within the development and two entrances: one from Villa Trace and another from West Bankhead Highway, with accessory on-street parallel parking along the outer roads of the development. The site will feature a 20' separation between buildings, with up to 8 units per building. The units will be 40' in depth with 20' long driveways and one-car garage floorplans.

The following variances were identified during review of the application and supporting documents, but have not been applied for:

1. Unit Width: The minimum unit width is proposed to be 22', whereas the ordinance requires 24'. This variance may be considered an Administrative Variance will be needed from this requirement.
2. Maximum Building Height: The maximum building height in the SFA zone is 40'. The applicant has proposed 45'. A variance will be needed from this requirement.
3. Sidewalks on Public Right-of-Ways: No offsite sidewalks are proposed along W. Bankhead Highway and Villa Trace. Sidewalks are required on all public right-of-ways.
4. Section 9.03(2)(c) Building Orientation: No primary or accessory building shall have service doors, garage doors, loading door or similar service entrances opening toward or oriented to the street or city road.

See Table 4 below for yard and bulk requirements in the SFA Zone as indicated in the Zoning Ordinance:

TABLE 4 - BULK REQUIREMENTS – SINGLE-FAMILY ATTACHED ZONING DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Min. Lot Area (ac)	0.229	29.21	C
Min. Lot Width (ft)*	100	500+	C



	Required	Proposed	Conforming (C) or Nonconforming (NC)
Min. Front Yard Setback (ft)	45 (Bankhead Hwy) 35 (Villa Trace)	390+ 40 (Villa Trace)	C
Min. Rear Yard Setback (ft)	40	40	C
Min. Side Yard Setback (ft)	0 (between units) 20-40 (between buildings)	0 (between units) 20 (between buildings)	C
Max. Building Coverage	40	40	C
Max. Building Height (ft)	40	45	C
Max. Impervious Coverage (%)	50	50	C
Min. Heated Square Feet (sf)	1,040	1,040	C
* The minimum unit width is proposed to be 22' whereas the ordinance requires 24' minimums. The lot width shown is for the entire 29.21-acre parcel.			

The development is proposed to have city sewer and water, and the applicant is required to follow all requirements of the Villa Rica Development Code.

Amenities/Open Space

The applicant has proposed three common areas, an unspecified amenity area, a “gathering” location, and an open space area listed as “park area” on the site plan which includes a stormwater pond facility. The concept plan does not indicate the total acreage dedicated to common space, however it does state that they will meet the 12% minimum open space requirement. The developer has not stated what amenities are proposed. The city’s ordinance permits for the following mix of amenities at the discretion of the developer and approval of the City Council:

- Swimming pool sized to comply with NRPA standards.
- Golf course.
- Resident clubhouse.
- Two tot lots with a minimum size of five-hundred (500) square feet per lot
- Basketball, volleyball, or other sport court.
- Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
- Other amenity approved by the City Council.

The city requires a minimum number of amenities for multi-family residential subdivisions. According to the Villa Rica Zoning Ordinance, “Developments with one-hundred seventy-six (176) or more dwelling units shall provide at least three (3) amenities and the City Council shall determine the ratio of additional recreational amenities based on National Recreation and Park Association standards.” Being that the applicant proposes 268 units, it is required for the applicant to install three amenities.

The SFA zone has an 12% open space requirement as per Table 7.24 of the Villa Rica Zoning Ordinance. The ordinance specifies what is considered non-qualifying open space and qualifying



open space as specified below:

Table 7.24: Minimum Required Open Space		
Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

TABLE 5 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
<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 may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities for the development as stated above, not to exceed a maximum density bonus of 20%.

Offsite Improvements

The developer proposes 5' sidewalks on certain sides of the street throughout the development. The City of Villa Rica Development Code requires sidewalks on both sides of all public right-of-ways. No sidewalks are proposed along Villa Trace or West Bankhead Highway. No other off-site improvements are indicated on the plat.

Density

The applicant has proposed a net density of 9.17 dwelling units per acre (du/acre) spread over a gross acreage of 29.21 based on the Preliminary Plat submitted. The total permissible gross density permitted in the SFA zone is 17.424 du/acre, which would permit a total of 508 units over the entire acreage of the lot. The applicant is proposing less density than the ordinance allows.

Flood Plain

A portion of the subject property is located within a flood zone. A north-south traveling stream on the northern section of the lot is centered on the flood zone and is considered a Special Flood Hazard Areas as designated by FEMA. This area is also considered in "Flood Zone A", which is a flood area without base flood elevation levels determined. Figure 2, below, indicates the flood zone map:



National Flood Hazard Layer FIRMette



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, X, Y
		With BFE Depth Zone A, X, Y, V, X, Y
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile, Zone A
		1% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile, Zone A
		Area with Reduced Flood Risk due to Levee, See Map Sheet 1
		Area with Flood Risk due to Levee, Zone A
OTHER AREAS		Area of Minimal Flood Hazard, Zone A
		Area of Unclassified Flood Hazard, Zone A
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Roadwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Catchment Boundary
		Base Flood Elevation Line (BFE)
		Limit of Study
OTHER FEATURES		Jurisdiction Boundary
		Catchment Boundary, Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The dot displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 10/12/2021 at 11:52 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map is void if the user or more of the following map elements are not displayed: base map imagery, flood zone labels, legend, scale bar, map coordinate data, regulatory identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and/or unclassified areas cannot be used for regulatory purposes.



0 250 500 1,000 1,500 2,000 Feet 1:6,000
Basemap: USGS National Map; Orthorectified; Data refreshed October, 2020

**Buffering/Screening/Tree Conservation:**

A landscaping plan was not submitted by the applicant. Section 7.05(7)(b) of the zoning ordinance requires decorative perimeter fences/walls or mounds combined with plant material. Decorative perimeter fences/walls shall be constructed of masonry, stone, wood, or decorative metal. Fences/walls constructed of synthetic materials that simulate natural materials may also be considered. Fences/walls must be at least thirty-six (36) inches in height, but not over seventy-two (72) inches in height. Transparent (open) or opaque fences/walls may be used. Fencing/walls may only be provided by the developer and only located in the area designated as “common area” or “landscape easement.” Landscaping is to be placed on the right-of-way side of the fence/wall, outside of the public right-of-way. The developer has not indicated fencing, walls mounds or landscaping within a perimeter area as required.

Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots within the newly formed development are also required to have two trees each, and ten (10) shrubs. Front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;**Villa Rica Future Land Use Map**

The Future Land Use Plan prescribes “Industrial Activity Center”, “Commercial Activity Center” and “Conservation/Open Space” as future land uses for the parcels. The intent of the Industrial Activity Center is as follows:

“The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive



industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity.”

The Activity Center has design principles that recommend moderate to high intensity. The primary future land uses are Limited and heavy industrial uses and heavy commercial.

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

TABLE 2 - APPROPRIATE ZONING CATEGORIES – INDUSTRIAL ACTIVITY AREA	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Light Industrial (LI)	Industrial Low-Density (I1)
Heavy Industrial/General Industrial (GI)	Industrial Medium-Density (I2)
Heavy Commercial/General Commercial (GC)	Commercial Medium-Density (C2)

The intent of the Conservation/Open Space Character Area is as follows:

“Conservation areas are public or privately-owned properties that are not suitable for development and are intended to be permanently protected for natural area conservation and passive recreation purposes. Open space areas also include parks and undeveloped areas that provide both passive and active recreation opportunities. Conservation and open space areas are located throughout Villa Rica, represented primarily by floodplain areas, wetlands, parks, and publicly and privately-owned land in its natural state as green space. In addition, trails and greenways associated with the Villa Rica Trail Master Plan (Gold Nugget Trail) are integrated into existing open space areas.”

The design principles of the uses within the character area are to limit vehicular access, pedestrian connectivity with greenways and trails, maintaining public and private greenspace and natural landscapes, minimizing impervious surface, emphasizing natural landscapes with limited recreation-related buildings to provide access to the community, and building placement and exterior materials that blend with the surrounding landscape. Generally, construction of commercial, industrial or residential uses is not in-kind with development within the character area.



TABLE 3 - APPROPRIATE ZONING CATEGORIES – CONSERVATION/OPEN SPACE CHARACTER AREA	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Water Resource District (WRD)	N/A
Flood Hazard (FH)	N/A
Applicable to various zoning districts	N/A

The intent of the Commercial Activity Center is as follows:

“Commercial activity centers are commonly found at intersections of prominent, high-traffic corridors. They provide access to goods and services that serve the entire community. Land use patterns should promote concentrated commercial and mixed use development and avoid disjointed, strip development. Access management tools, including minimizing curb cuts and interparcel connectivity, should be implemented when possible. Additionally, pedestrian access both between developments and to surrounding neighborhoods should be provided when possible.”

The design principles of the activity area are to cluster developments around major intersections; avoid strip, disjointed developments; moderate to high intensity; provide for formal landscaping with built areas; informal landscaping with passive use areas; public parks and greenspace; access management elements (interparcel connectivity; minimized driveway/curb cuts from main corridor); pedestrian infrastructure within and between developments, as appropriate; and pedestrian connection to nearby neighborhoods, if applicable.

The primary land uses within the activity center is commercial, retail and office uses that serve surrounding neighborhoods, an emphasis on commercial parking/campus-style development, mixed use, professional office, government facilities, civic benefit uses, parks, greenways and trails.

The proposed development is not consistent with the uses that are encouraged within the Commercial Activity Center, and the zoning district requested is not equivalent to any zoning districts that are recommended for this activity center within the Comprehensive Plan.

**TABLE 4 - APPROPRIATE ZONING CATEGORIES – COMMERCIAL ACTIVITY AREA**

<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Neighborhood Commercial (NC)	Commercial Low-Density (C-1)
General Commercial (GC)	Commercial Medium-Density (C-2)
Office Institutional (OI)	Office, Medical, Institutional (OMI)

- ii. **Current conditions and the character of current structures and uses in each district;**
The lot is currently vacant. The character of the SFA zone is residential in nature, and is specialized for townhomes. The site borders an apartment complex, a mobile home park and a single-family home, all in different zoning districts. The subject property would be the third approved townhouse community in the general area within the past year.
- iii. **The most desirable use for which the land in each district is adapted;**
The surrounding section of W. Bankhead Highway has a mix of commercial and residential uses. Apartment uses are directly east of the site. This parcel is located amongst industrial uses to the east, residential uses to the east and west, and commercial uses to the south. There is little frontage along West Bankhead Highway, with only 58' of frontage along the roadway. Therefore, this limits the ability for the lot to attract commercial activity. There are currently no connections to the industrial areas near Leggett Drive and the industrial park. The townhome community is a desirable use for the property given the location and access to major roadways. The community will generate more “missing middle” housing types and styles for Villa Rica.
- iv. **The conservation of property values throughout the jurisdiction; and**
The property values for residential zoned properties nearby is projected to increase as they will be positively impacted by new development with a higher price point and improved comps within close proximity.
- v. **Responsible development and growth**
Locating higher density and intensity uses near major roadways are encouraged in the Comprehensive Plan.

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

- i. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**
The surrounding area features various different uses, including a multi-family apartment complex, multiple low density commercial structures along West Bankhead Highway and industrial uses north and east of the site. The City Council approved two other rezonings in



the past year that are poised to feature townhomes within the general vicinity, located at 1355 West Bankhead Highway and along Highway 101/61 (Industrial Boulevard) near the Carroll County Fire Station. The zoning proposal is not supported by the Comprehensive Plan.

ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

It is not anticipated that the rezoning will have an effect on surrounding uses, since high density and intensity uses are currently located in the general vicinity of the area. However, an increase in traffic movements near Villa Trace may impact queuing lines on that street.

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 limited access to the site exists from W. Bankhead Highway and no there's no access to Leggett Drive. This reduces the marketability of the site to industrial or commercial uses. However, this does not preclude an industrial or commercial use from utilizing the property should improvements to the right-of-way be implemented in order to allow for truck and vehicular traffic to safely access the site.

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;

Because of the number of units proposed and the density it will produce, an increase in traffic and school enrollment is expected. The density of the use will increase car trips along West Bankhead Highway. Vehicles will also be entering and exiting the property along Villa Trace, which serves an existing apartment complex and Waterford subdivision. Making left hand turns onto Villa Trace and into the driveway of the development along West Bankhead Highway will also increase. A traffic impact analysis will be required and reviewed by the City Engineer. Associated acceleration lanes, deceleration lanes and turning lanes may be required. School-aged children would utilize Villa Rica Elementary School, Villa Rica Middle School and Villa Rica High School.

v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is not supported by the Comprehensive Plan. The Comprehensive plan prescribes Industrial Activity Center and Commercial Activity Center as the land use character area, which recommends industrial and commercial zoning categories. The Comprehensive Plan does not specify residential uses as acceptable uses other than as a part of mixed use developments.

vi. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are no existing or changing conditions that will affect the developability of the parcel



that has presented itself during application review.

D. Comments

1. The applicant should provide testimony regarding if they intend on applying for variances in the future for the deficient standards found within this report (see Section “C”). Such deficiencies include certain bulk regulations, at least one design standard and the requirement to provide 5’ sidewalks on both sides of the right-of-ways in the development as well as outside of the development.
2. While not an application requirement, the applicant has submitted a survey that is not signed and sealed by a licensed surveyor. The applicant shall be required to provide such certified documentation prior to submittal of a preliminary plat application.
3. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to construction drawing approvals.
4. The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder’s office by the applicant prior to occupancy of any building on the project.
5. Where applicable, a homeowners’ or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner’s or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.

Recommendation:

Staff recommendation:

Rezoning: **DENIAL**

Reasons: The SFA Zone does not meet the “Appropriate Zoning Categories” listed in the Comprehensive Plan for the Industrial Activity Center Character Area or the Commercial Activity Center Character Area.

Planning Commission recommendation:

Rezoning: **APPROVAL w/ CONDITIONS**



Conditions:

1. Subject to a rental cap rate for the community, not to exceed 15%.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on October 16th, 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 resident has contacted the city that was in favor of the application, but had a few objections. A letter has been submitted to the commission by the resident.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

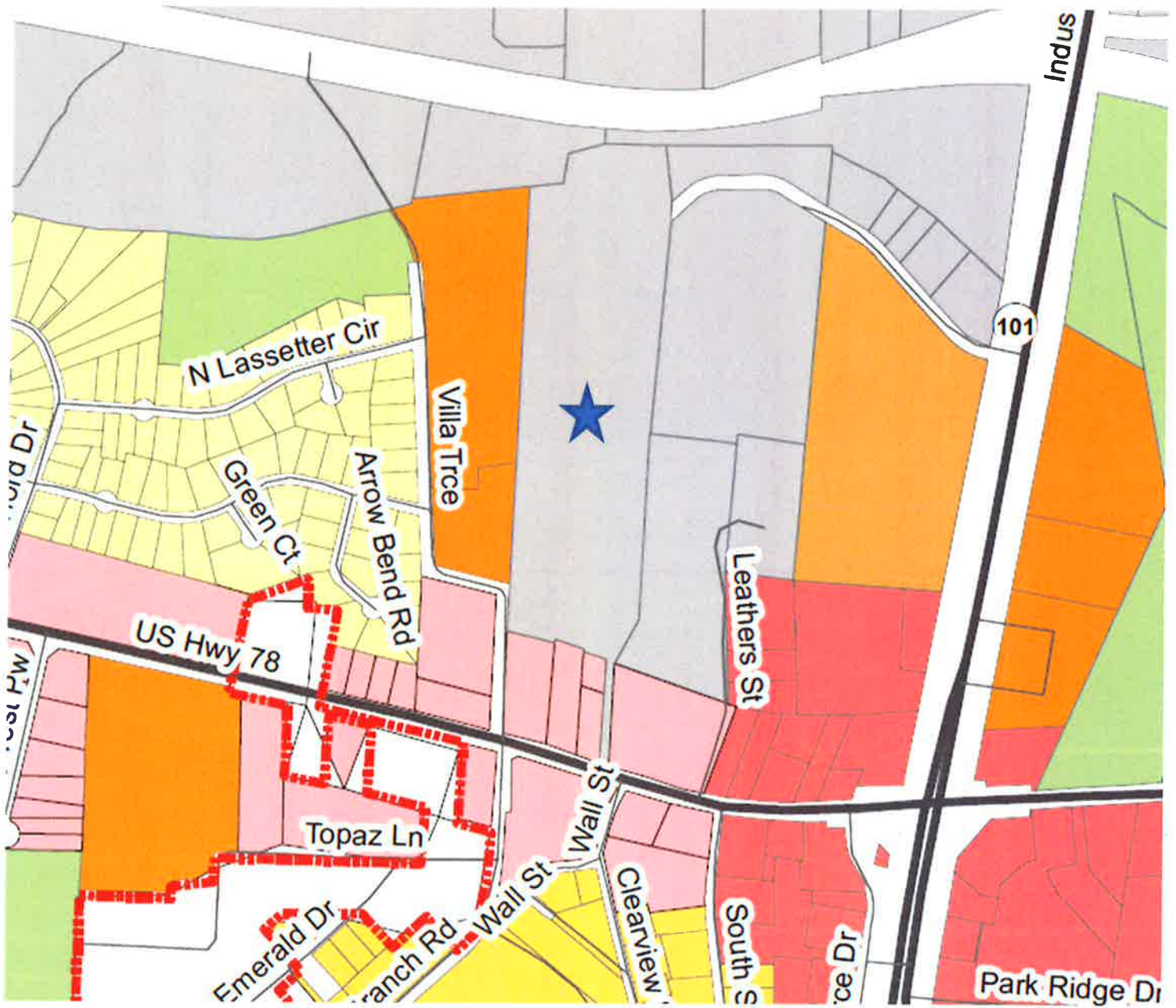
Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)
Chris Montesinos, AICP (via email)

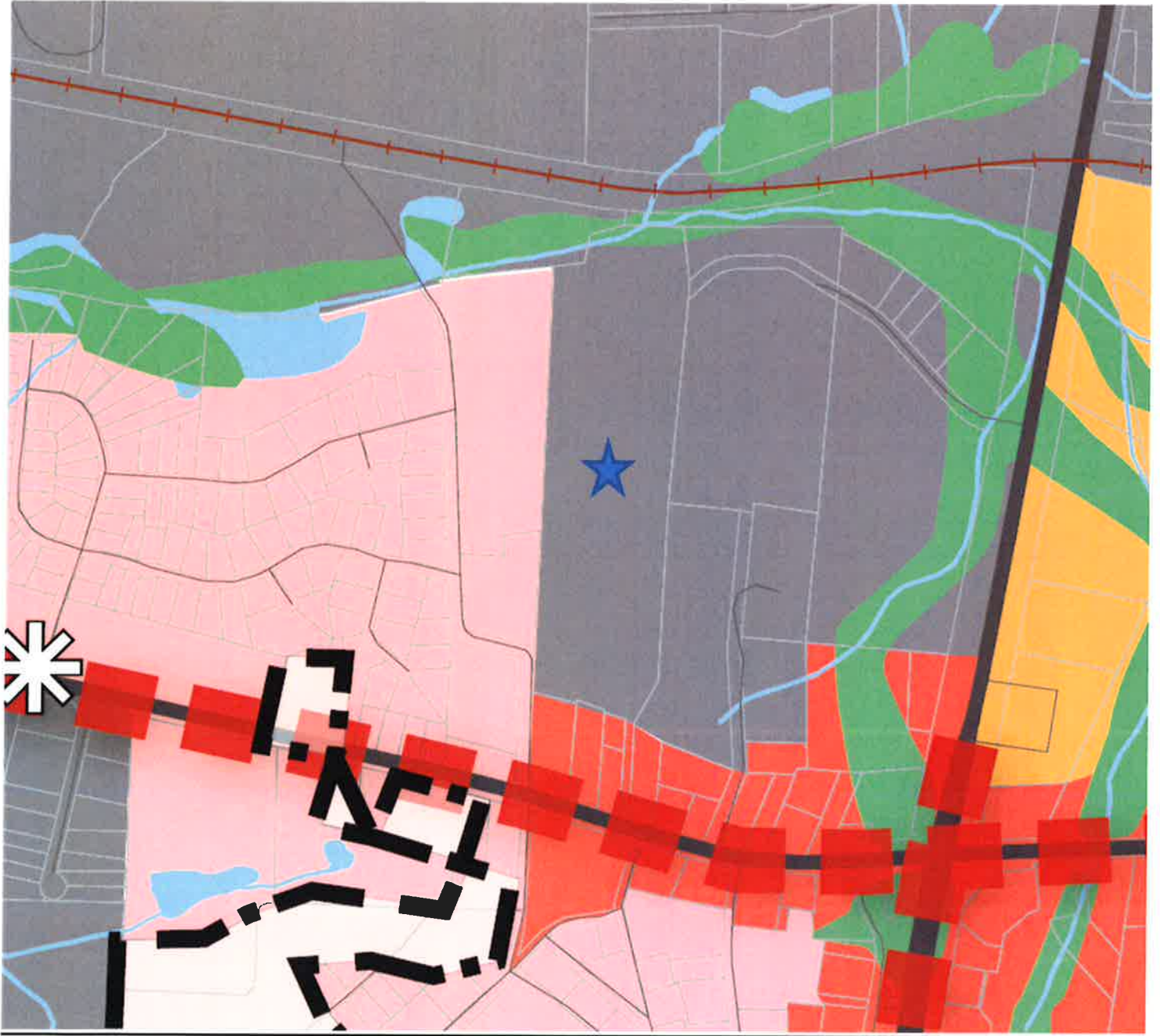


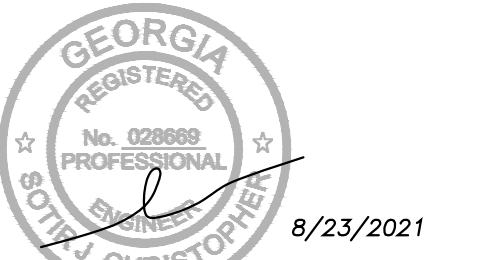
Zoning Map:





Future Land Use Map:





GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 02.17.2021)

12460 CRABAPPLE ROAD
SUITE 202-612
ALPHARETTA, GEORGIA 30004
PHONE 770.331.7303

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLICATED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

ZONING SITE PLANS

FOR:

VILLA TRACE
TRACT

PARCEL ID: V02 0070100
LAND LOT 164
6TH DISTRICT, 2ND SECTION
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

FOR:

STARLIGHT
HOMES

STARLIGHT HOMES

3780 MANSELL ROAD, SUITE 100
ALPHARETTA, GEORGIA 30022
PHONE 770.233.7361

REVISIONS

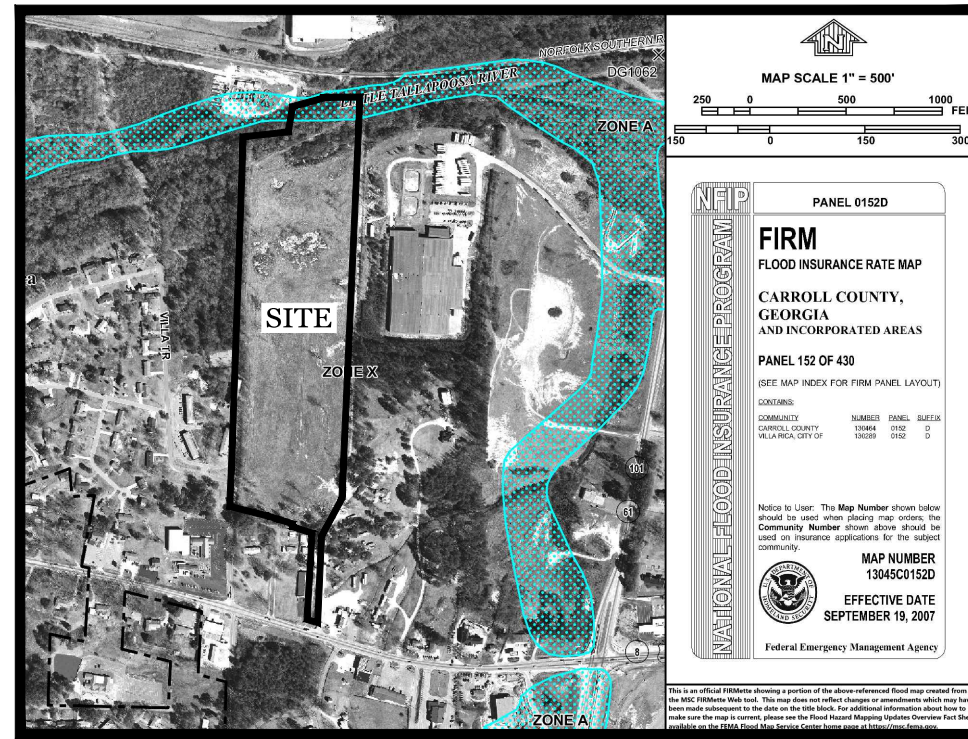
08.23.2021 CITY COMMENTS

DATE: JUNE 9, 2021 CP&E DRAWING NO: 2021106z1.dwg

ZONING
SITE PLAN

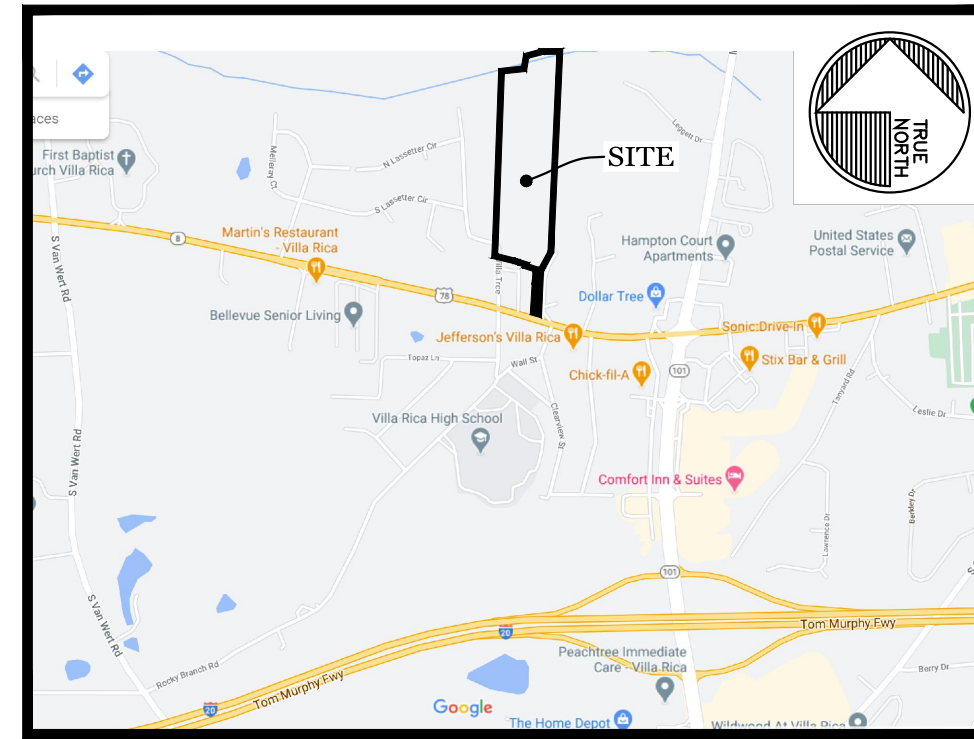
SHEET NO.

Z.1



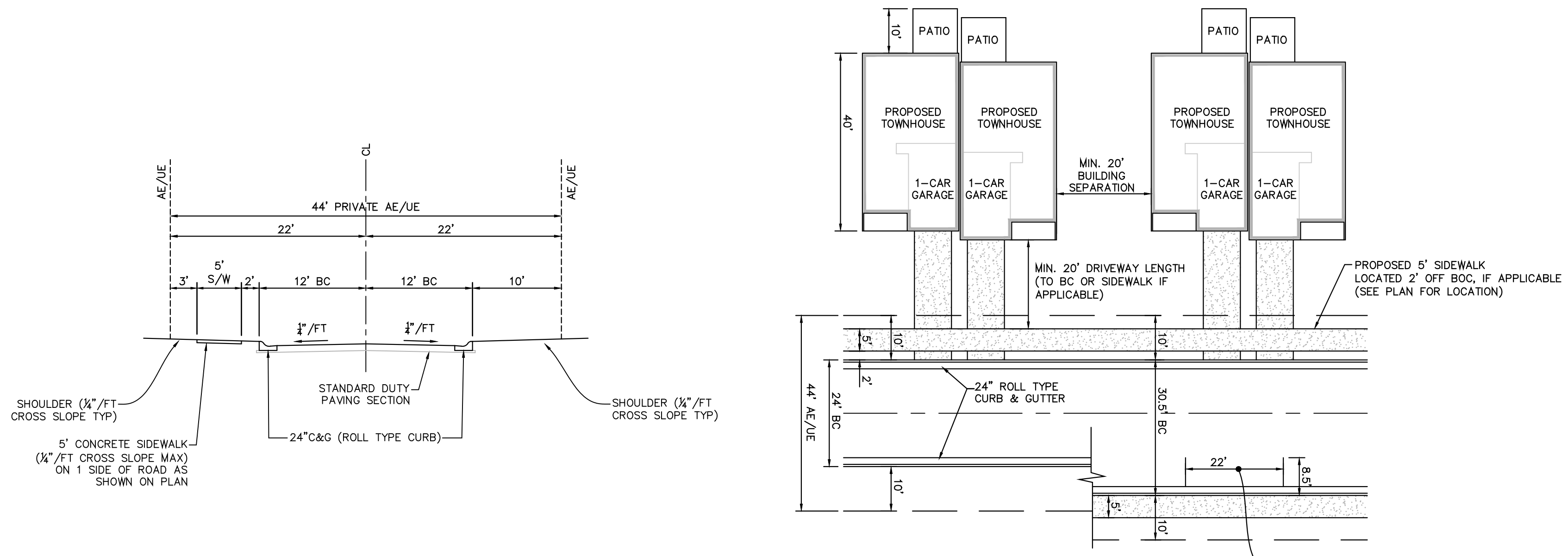
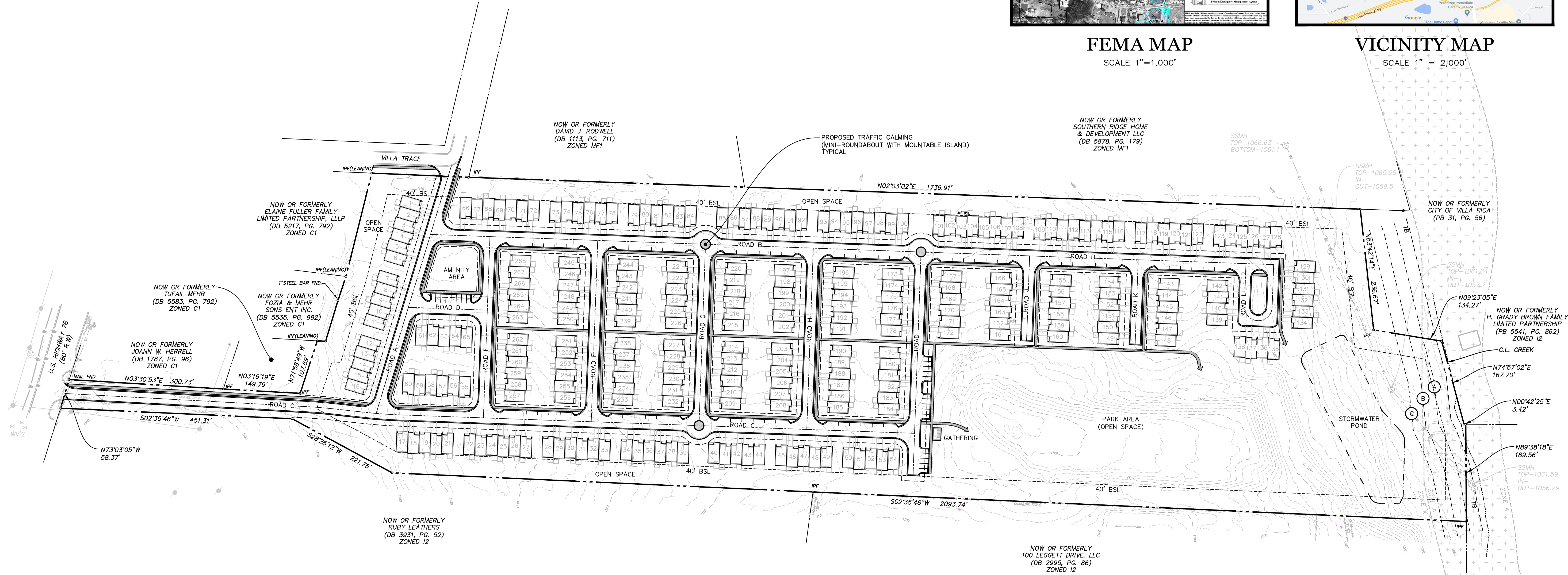
FEMA MAP

SCALE 1"=1,000'



VICINITY MAP

SCALE 1" = 2,000'



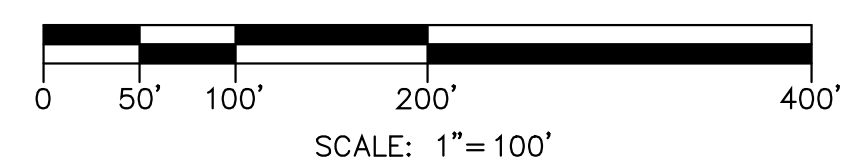
PLAN NOTES:

- SURVEY INFORMATION TAKEN FROM ALTA SURVEY BY GUNNIN LAND SURVEYING DATED MARCH 11, 2021.
- SUBJECT PROPERTY IS LOCATED OFF U.S. HWY 78 & VILLA TRACT IN LAND LOT 164, 2ND SECTION, CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA (PARCEL V02 0070100).
- TOTAL SITE AREA = 29.21 ACRES±
- EXISTING ZONING: I2 (INDUSTRIAL MEDIUM-DENSITY)
PROPOSED ZONING: SFA (SINGLE FAMILY ATTACHED)
- APPLICANT: STARLIGHT HOMES, LLC
3820 MANSELL ROAD, SUITE 300
ALPHARETTA, GEORGIA 30022
CONTACT: MR. JOE INGRAM 770.233.7361
- UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF CARROLL COUNTY, GEORGIA, FIRM PANEL MAP #13045C0152D, DATED 09.19.2007, IT HAS BEEN DETERMINED THAT A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE A SHADED) AS SHOWN ON PLAN.
- THIS SITE DOES CONTAINS JURISDICTIONAL BUFFERED STATE WATERS ALONG THE REAR/NORTHERN PROPERTY LINE AS SHOWN ON PLAN.
- TO THE APPLICANTS KNOWLEDGE, THIS SITE CONTAINS NO KNOWN ARCHEOLOGICAL/HISTORICAL SITES.
- WATER & SEWER SERVICE TO BE PROVIDED BY CITY OF VILLA RICA.
- SUBDIVISION TO HAVE PRIVATE ROADWAYS (24' BOC-BOC IN A 44' WIDE ACCESS/UTILITY EASEMENT). SIDEWALKS TO BE PROVIDED ON ONE SIDE OF PROPOSED ROADWAYS AS SHOWN (5' WIDE LOCATED 2' OFF BOC).

SITE ANALYSIS

TOTAL SITE AREA	29.21 ACRES±
TOWNHOMES 22' WIDE x 40' + 10' PATIO (FRONT ENTRY)	268 UNITS
PROPOSED DENSITY	9.17 UNITS/ACRE
SFA ZONING CRITERIA	
MAXIMUM BUILDING COVERAGE	40%
MAXIMUM IMPERVIOUS COVERAGE	50%
MINIMUM LIVING AREA (PER UNIT)	1,040 S.F.
MINIMUM OPEN SPACE	12%
SETBACK REQUIREMENTS	
FRONT BSL BANKHEAD HWY	45 FEET
VILLA TRACE	35 FEET
SIDE BSL EXTERNAL PROPERTY LINE	40 FEET
INTERNAL 0 FT BETWEEN UNITS & 20 FT BETWEEN BUILDINGS	
REAR BSL	40 FEET
MINIMUM LIVING AREA FACADE WIDTH	22 FEET*
MAXIMUM BUILDING HEIGHT	40 FEET

* VARIANCE REQUIRED



August 12, 2021

PROPOSED REZONING ON PROPERTY
BY STARLIGHT HOMES GEORGIA, LLC
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

Matthews & Redding GP (the "Owner") is the Owner of land located on Bankhead Highway in Villa Rica, Georgia (the "Property"). An application for the rezoning from I2 to SFA for townhomes was filed by Starlight Homes Georgia, LLC (the "Applicant").

PROPOSED USE

The Applicant proposes to construct single family attached townhomes on the Property.

CONSTITUTIONAL REQUIREMENTS

In accordance with the requirements of various Georgia cases, including OS Advertising Company v. Rubin, 263 Ga. 761 (1994); Cobb County Board of Commissioners v. Poss, 257 Ga. 393 (1987); and Gradous v. Board of Commissioners, 256 Ga. 469 (1989), it is hereby submitted that, if not rezoned as requested by this action, the Villa Rica City Zoning Ordinance presently in effect, with any amendments, which prohibits the Project, is unconstitutional in that it renders the Property unusable and destroys its marketability. As such, the current zoning classification constitutes a taking of the Property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I(a) of the Constitution of the State of Georgia. In this connection, the Property Owner and Applicant contend that to deny the requested rezoning constitutes an abuse of the police power, in that such denial bears no substantial relation to the public health, safety, morality, or general welfare. Accordingly, such action would constitute a deprivation of Property rights without due process

of law. Furthermore, to deny the rezoning results in relatively little gain or benefit to the public while inflicting serious injury or loss on the Owner and Applicant. To this extent, such action is confiscatory and void. The Property is best suited for townhomes use, as proposed by the Applicant, and to deny the rezoning renders the Property unusable and destroys its marketability. This is a taking of Property without just compensation and without due process of law. In reality, the denial of the requested rezoning causes a detriment to public good, in that the public can be served by the facilities proposed by the Applicant given the particular location of this Property.

Accordingly, we respectfully urge your approval of the zoning request.

PLANNING AND ZONING COMMISSION BOARD MEMBERS

RON JOHNSON PLANNING ZONING SPECIALIST

REF: NOVEMBER 2, 2021 NOVEMBER P&Z BOARD MEETING ABOUT
REQUEST FOR REZONING TO SFA, VILLA TRACE @HWY 78.

NOTE FROM ADJACENT PROPERTY OWNER;

NAME: JOANN HERRELL
RESIDENCE: 212 TWIN LAKES RD
VILLA RICA, GA 30180

JOANN W HERRELL
PROPERTY 809 W.BANKHEAD HWY
OWNER VILLA RICA, GA 30180

THE PROPERTY I OWN LOCATED AT 809 W.BANKHEAD HWY. VILLA RICA, GA
AND THE PROPERTY DIRECTLY BEHIND MY PROPERTY AT 807 BANKHEAD HWY.
OWNED BY TUFAIL MEHR IS SERVICED WITH WASTE WATER /SEWER SERVICE.
FROM THE POINT WHERE THE PROPERTIES CONNECT TO PUBLIC SEWER, THE
SEWER LINES ARE UNDER GROUND AND THRU THE TRACT OF PROPERTY
THAT IS BEING REQUESTED FOR REZONING.

IN THE EVENT THIS PROPERTY IS REZONED AND THE DEVELOPERS AND
CONSTRUCTION BEGIN I HAVE A VALID CONCERN THIS SEWER LINE COULD
BE DAMANAGED AND CAUSE INTERRUPTION TO THE PUBLIC SEWER SERVING
MY OWNED PROPERTY AND THE BACK NEIGHBORS PROPERTY.
IN CASE THIS DID HAPPEN THE PARTY OR PARTIES THAT HAS CAUSED ANY
DAMAGE TO THE SEWER LINE BE RESPONSIBLE FOR ANY REPAIRS OR
REPLACEMENT TO BE IN THE SAME OR BETTER WORKING CONDITION AS
BEFORE THE SEWER LINE WAS DAMAGED.

I HAVE OWNED AND OCCUPIED THIS BUILDING SINCE 1989 AND HAVE
NOT HAD ANY PROBLEMS ABOUT THIS SEWER LINE
PLEASE CONSIDER THIS INFORMATION WHEN MAKING YOUR DECISIONS.

YOUR FELLOW VILLA RICAN,
770-546-4000
JOANN HERRELL

809 W BANKHEAD HWY
VILLA RICA, GA





Carroll County, GA

Summary

Parcel Number V02 0070003
Location Address 809 W BANKHEAD HWY
Legal Description COMM BLDG/72AC W BANKHEAD HWY V23
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.887
Acres 0.72
Homestead Exemption No (S0)
Landlot/District 164 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved


[View Map](#)

Owner

[HERRELL JOANN W](#)
 809 W BANKHEAD HWY
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Route 8 Area 1	Acres	31,799	0	0	0.72	0

Commercial Improvement Information

Description Shopping Ctr/Nbhd-Fair
Value \$276,136
Actual Year Built 1989
Effective Year Built 1989
Square Feet 5379
Wall Height 12
Wall Frames
Exterior Wall 34% Stucco
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish Celotex
Lighting Standard F.F.
Heating
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	1989	0x0 / 16000	0	\$8,100

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/5/2007	4100 243		\$0	Right o Way/Easement	HERRELL JOANN W	HERRELL JOANN W
3/7/2002	1787 096		\$212,793	Not Fair Market	WILLIAMS TERESA ETAL	HERRELL JOANN W
3/4/2002	1787 094		\$0	Legal		WILLIAMS TERESA W
12/17/1991	721 761		\$235,866	Fair Market Sale		WILLIAMS TERESA ETAL

Valuation

	2021	2020	2019	2018	2017
Previous Value	\$390,136	\$390,136	\$342,128	\$339,285	\$260,523
Land Value	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000
+ Improvement Value	\$276,136	\$276,136	\$276,136	\$228,128	\$224,760
+ Accessory Value	\$8,100	\$6,000	\$6,000	\$6,000	\$6,525
= Current Value	\$392,236	\$390,136	\$390,136	\$342,128	\$339,285

Photos



Sketches





Summary

Parcel Number V02 0070144
Location Address 807 BANKHEAD HWY
Legal Description 2-HSES/LOT/BANKHEAD HWY VR23
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.887
Acres 0.36
Homestead Exemption No (\$0)
Landlot/District 164 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

MEHR TUFAIL
 5815 STEWART PKWY
 DOUGLASVILLE, GA 30135

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-V R - City Acre 4	Acres	16,500	150	110	0.36	1

Residential Improvement Information

Style One Story
Heated Square Feet 1376
Interior Walls Sheetrock
Exterior Walls Masonry (Brick)
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1950
Roof Type Asphalt Shingles
Flooring Type Carpet/Hardwood
Heating Type No Heat
Number Of Rooms 6
Number Of Bedrooms 4
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$57,405
Condition Average

Style Duplex
Heated Square Feet 1584
Interior Walls Sheetrock
Exterior Walls Masonry/Wood/Vinyl/HP
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1950
Roof Type Asphalt Shingles
Flooring Type Carpet/Tile
Heating Type No Heat
Number Of Rooms 6
Number Of Bedrooms 2
Number Of Full Bathrooms 2
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$36,176
Condition Average

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Site Impr Average	2015	0x0 / 1	1	\$3,375
Site Impr Additional	2015	0x0 / 1	1	\$2,025

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/5/2017	5583 792		\$60,000	Fair Market Sale	HAYES PAULETTE M	MEHR TUFAIL
10/5/2017	5583 789		\$0	Legal	HAYES JERRY L ESTATE	HAYES PAULETTE M
2/1/2005	3001 217		\$0	Part Interest	HAYES JERRY L	HAYES JERRY L & PAULETTE M (JTRS)
7/16/1986	532 106		\$0	Not Fair Market		HAYES JERRY L

Valuation

	2021	2020	2019	2018	2017
Previous Value	\$106,719	\$100,161	\$91,329	\$91,329	\$91,329
Land Value	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
+ Improvement Value	\$93,581	\$84,719	\$78,161	\$69,329	\$69,329
+ Accessory Value	\$5,400	\$4,000	\$4,000	\$4,000	\$4,000
= Current Value	\$116,981	\$106,719	\$100,161	\$91,329	\$91,329

Photos**Sketches**





SURVEY FOR
S. TURNER LEATHERS, JR.
 LAND LOT 164, 6th DISTRICT
 CITY OF VILLA RICA
 CARROLL COUNTY, GEORGIA
 MAY 26, 1997

AREA = 29.21 ACRES

L.L. 190
 L.L. 163
 L.L. 189
 L.L. 164

97 OCT 20 PM 2:10
 SUPERVISOR
 DIRECTOR

THIS SURVEY WAS MADE USING A TOPCON GTS-303 EDM, THEODOLITE, AND A TOTAL STATION. THE NEAREST 0.005 FEET AND WITH CORRECTION TO 5 SECONDS FOR ANGULAR MEASUREMENTS. THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A CLOSURE PRECISION OF ONE FOOT IN 45,000 FEET AND AN ANGULAR ERROR OF 1 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARE RULE. THE INFORMATION ON THIS PLAT HAS A CLOSURE PRECISION OF ONE FOOT IN 200,000 FEET.



LINE	DIRECTION	DISTANCE
A	N 86°21'20" E	231.75
B	N 72°38'46" W	57.36
C	N 10°13'19" W	105.24
D	N 55°28'01" E	43.01
E	N 72°38'46" W	44.89
F	N 72°38'46" W	44.89
G	N 10°13'19" W	105.24
H	N 86°21'20" E	231.75
I	N 86°21'20" E	231.75
J	N 86°21'20" E	231.75
K	N 86°21'20" E	231.75
L	N 86°21'20" E	231.75
M	N 86°21'20" E	231.75
N	N 86°21'20" E	231.75

NOW OR FORMERLY
 LEGGETT & PLATT
 CHAIN LINK
 FENCE

NOW OR FORMERLY
 DUB. LEATHERS

ADDRESS -
 144 R.B.
 144 R.B.
 144 R.B.

U.S. HWY 78
 (60 R/W)
 (AKA BANKHEAD HWY)

NOW OR FORMERLY
 NEAL BROWN

NOW OR FORMERLY
 VILLA CREEK APARTMENTS

VILLA TRACE
 (60 R/W)

CERTIFICATION: I HEREBY CERTIFY THIS PLAT TO BE A TRUE AND ACCURATE REPRESENTATION OF THE CONDITIONS OF THIS PROPERTY.

GA LAND SURVEYOR, NO. 1134



PREPARED BY
PIONEER LAND SURVEYING CO.
 901 D SOUTH PARK STREET
 ATLANTA, GEORGIA
 (770) 939-1919



GRAPHIC SCALE
 1 INCH = 200 FEET

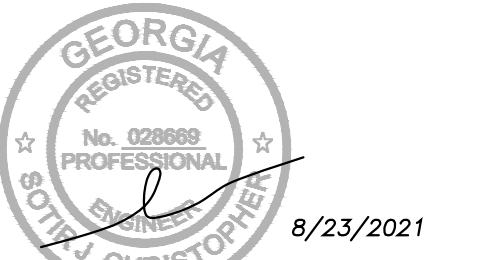
LEGEND
 O IRON PIN SET
 P IRON PIN FOUND
 F FOOT OF MAY
 - POWER LINE

NOTE: ALL IRON PINS SET ARE 1/2" REBAR. NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND/OR RIGHTS OF WAY WHICH MAY AFFECT TITLE.

IRON PIN DESCRIPTIONS
 PFI 1/2" REBAR
 PFE 3/8" REBAR
 PFS 3/8" REBAR
 PFD 3/8" REBAR

LINE	DIRECTION	DISTANCE
A	N 86°21'20" E	231.75
B	N 72°38'46" W	57.36
C	N 10°13'19" W	105.24
D	N 55°28'01" E	43.01
E	N 72°38'46" W	44.89
F	N 72°38'46" W	44.89
G	N 10°13'19" W	105.24
H	N 86°21'20" E	231.75
I	N 86°21'20" E	231.75
J	N 86°21'20" E	231.75
K	N 86°21'20" E	231.75
L	N 86°21'20" E	231.75
M	N 86°21'20" E	231.75
N	N 86°21'20" E	231.75

PLAT BK-61
 Pg. 241
 241



GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 02.17.2021)
12460 CRABAPPLE ROAD
SUITE 202-612
ALPHARETTA, GEORGIA 30004
PHONE 770.331.7303

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLICATED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

ZONING SITE PLANS

FOR:

VILLA TRACE
TRACT

PARCEL ID: V02 0070100
LAND LOT 164
6TH DISTRICT, 2ND SECTION
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

FOR:

STARLIGHT
HOMES

STARLIGHT HOMES

3780 MANSELL ROAD, SUITE 100
ALPHARETTA, GEORGIA 30022
PHONE 770.233.7361

REVISIONS

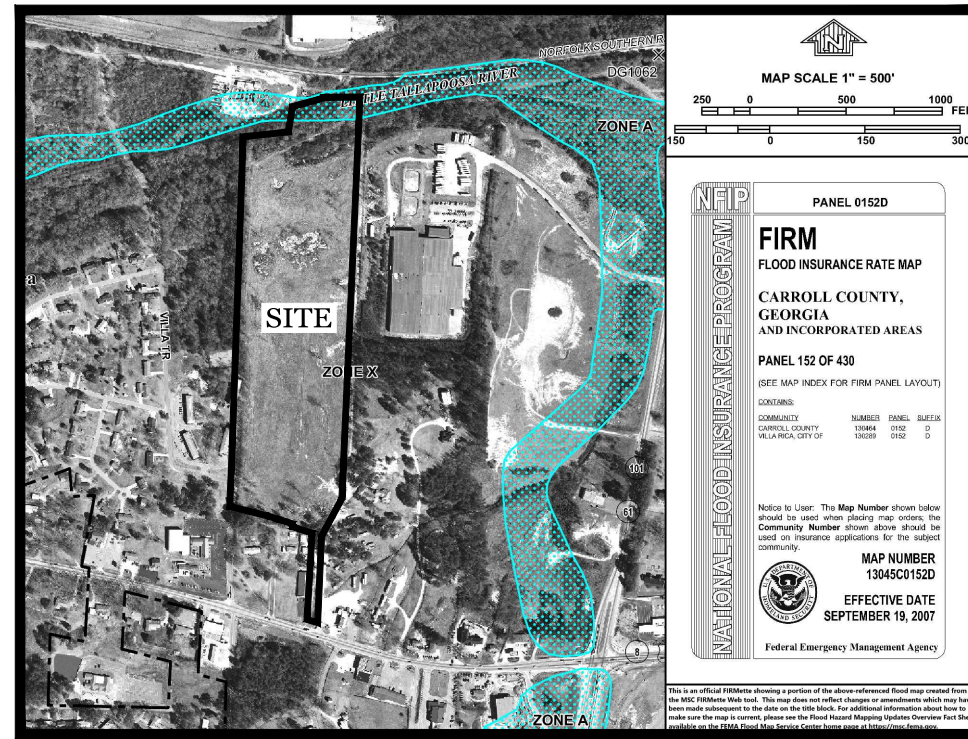
08.23.2021 CITY COMMENTS

DATE: JUNE 9, 2021 CP&E DRAWING NO: 2021106z1.dwg

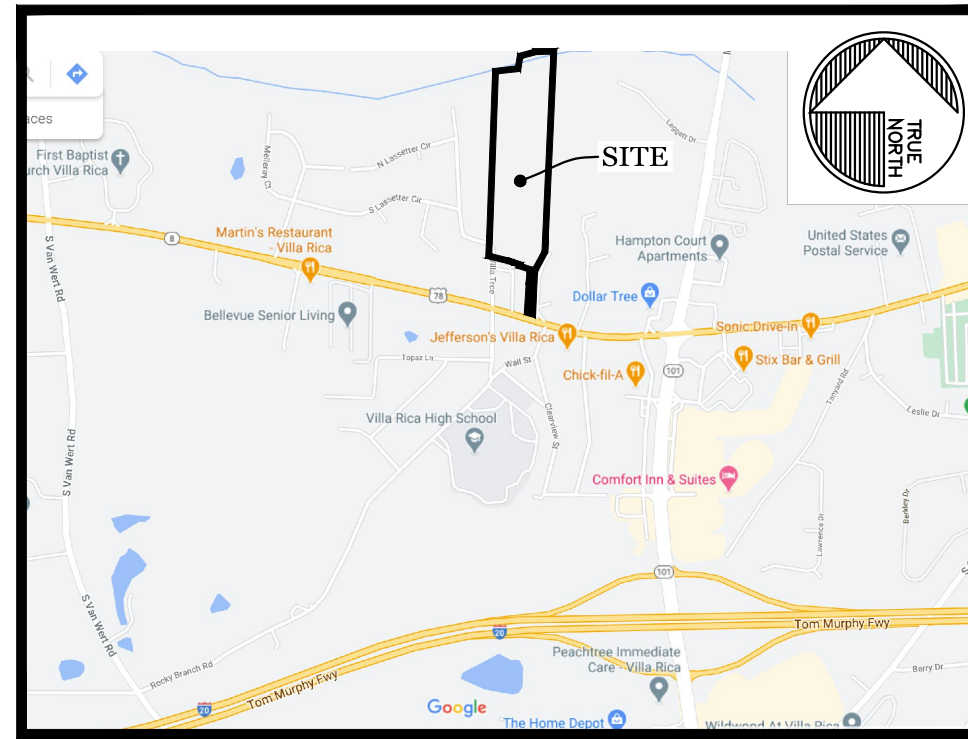
ZONING
SITE PLAN

SHEET NO.

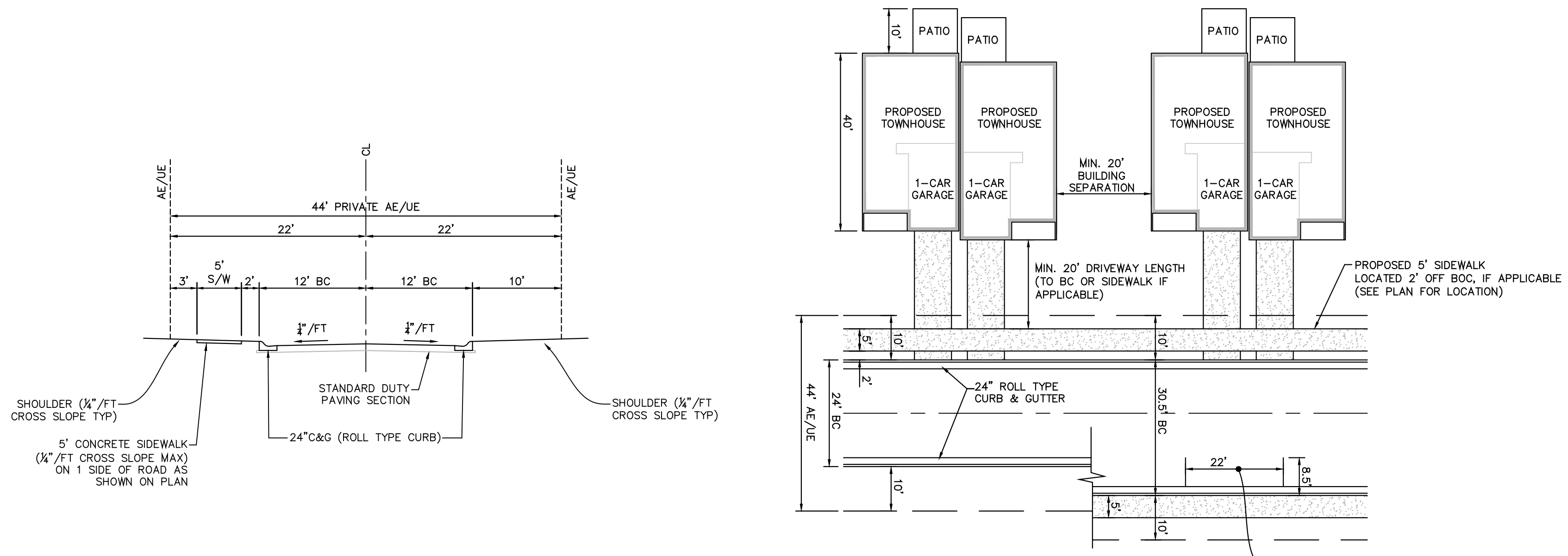
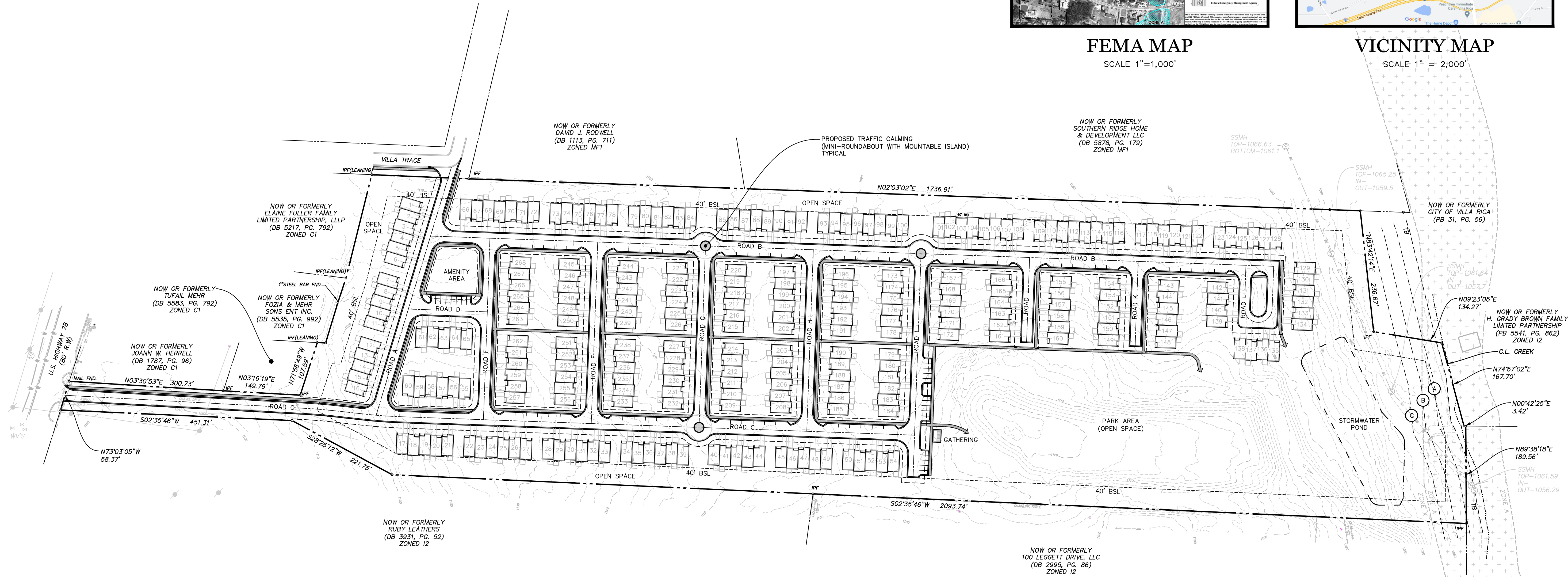
Z.1



FEMA MAP
SCALE 1"=1,000'



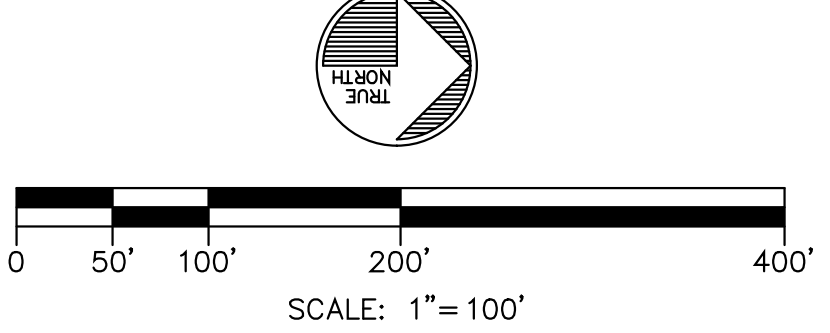
VICINITY MAP
SCALE 1" = 2,000'



- PLAN NOTES:
- SURVEY INFORMATION TAKEN FROM ALTA SURVEY BY GUNNIN LAND SURVEYING DATED MARCH 11, 2021.
 - SUBJECT PROPERTY IS LOCATED OFF U.S. HWY 78 & VILLA TRACT IN LAND LOT 164, 2ND SECTION, CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA (PARCEL V02 0070100).
 - TOTAL SITE AREA = 29.21 ACRES±
 - EXISTING ZONING: I2 (INDUSTRIAL MEDIUM-DENSITY)
PROPOSED ZONING: SFA (SINGLE FAMILY ATTACHED)
 - APPLICANT: STARLIGHT HOMES, LLC
3820 MANSELL ROAD, SUITE 300
ALPHARETTA, GEORGIA 30022
CONTACT: MR. JOE INGRAM 770.233.7361
 - UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF CARROLL COUNTY, GEORGIA, FIRM PANEL MAP #13045C0152D, DATED 09.19.2007, IT HAS BEEN DETERMINED THAT A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE A SHADED) AS SHOWN ON PLAN.
 - THIS SITE DOES CONTAINS JURISDICTIONAL BUFFERED STATE WATERS ALONG THE REAR/NORTHERN PROPERTY LINE AS SHOWN ON PLAN.
 - TO THE APPLICANTS KNOWLEDGE, THIS SITE CONTAINS NO KNOWN ARCHEOLOGICAL/HISTORICAL SITES.
 - WATER & SEWER SERVICE TO BE PROVIDED BY CITY OF VILLA RICA.
 - SUBDIVISION TO HAVE PRIVATE ROADWAYS (24' BOC-BOC IN A 44' WIDE ACCESS/UTILITY EASEMENT). SIDEWALKS TO BE PROVIDED ON ONE SIDE OF PROPOSED ROADWAYS AS SHOWN (5' WIDE LOCATED 2' OFF BOC).

SITE ANALYSIS	
TOTAL SITE AREA	29.21 ACRES±
TOWNHOMES 22' WIDE x 40' + 10' PATIO (FRONT ENTRY)	268 UNITS
PROPOSED DENSITY	9.17 UNITS/ACRE
SFA ZONING CRITERIA	
MAXIMUM BUILDING COVERAGE	40%
MAXIMUM IMPERVIOUS COVERAGE	50%
MINIMUM LIVING AREA (PER UNIT)	1,040 S.F.
MINIMUM OPEN SPACE	12%
SETBACK REQUIREMENTS	
FRONT BSL BANKHEAD HWY	45 FEET
VILLA TRACE	35 FEET
SIDE BSL EXTERNAL PROPERTY LINE	40 FEET
INTERNAL	0 FT BETWEEN UNITS & 20 FT BETWEEN BUILDINGS
REAR BSL	40 FEET
MINIMUM LIVING AREA FACADE WIDTH	22 FEET*
MAXIMUM BUILDING HEIGHT	40 FEET

* VARIANCE REQUIRED





CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-10-21 – Parcel #: V07 0110153, V07 0110003, and V07 0110230 -135 & 189 Commerce Drive

CITY COUNCIL AGENDA DATE: December 14th, 2021

DATE: December 2, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: MMCC, LLC of Villa Rica, GA has requested a rezoning of three vacant parcels totaling 16.89-acres from Multifamily Low Density (MF1) and Commercial Medium-Density (C2) to Multifamily Medium-Density (MF2) and C2.

BACKGROUND: The applicant proposes to construct 305 apartments on the parcel, along with a national sit-down chain restaurant within an outparcel along Commerce Drive. The Parcel V07 0110230 was annexed into the city limits in 2019 and zoned to MF1 for a proposed 195-unit apartment complex, but that did not materialize. The smaller parcels along Commerce Drive are to be redeveloped for an entrance to the apartment complex and for the commercial outparcel. As a part of the rezoning of these two parcels, the applicant proposes to shift the boundary of the former Pizza Hut lot west to align with the lot lines for the Hardees restaurant to the north, which would require the former Pizza Hut lot to grow slightly in size and retain the C2 zoning for the newly expanded lot. Therefore, approval should be contingent upon the successful recording of the final survey to identify future parcel boundaries as they relate to the submitted site plan.

STAFF RECOMMENDATION: Staff recommends approval with conditions:

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

PLANNING COMMISSION RECOMMENDATION: APPROVAL w/Conditions (as outlined above).

MOTION:

I move to approve the rezoning request from MMCC, LLC of Villa Rica, GA for a rezoning from MF1 to MF2 for Parcel#: V07 0110230, with the aforementioned conditions as outlined by staff.

I move to approve the rezoning request from MMCC, LLC of Villa Rica, GA for a rezoning from MF1 to MF2 and C2 for Parcel #: V07 0110003, as shown on the submitted site plan and with the aforementioned conditions as outlined by staff.

I move to approve the rezoning request from MMCC, LLC of Villa Rica, GA for a rezoning from MF1 to MF2 and C2 for Parcel #: V07 0110153, as shown on the submitted site plan and with the aforementioned conditions as outlined by staff.



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: 9/28/2021

APPLICANT

Applicant Name: MMCC Fund, LLC

Address: 215 W. Bankhead Hwy. City: Villa Rica State: GA Zip Code: 30180

Phone: (770) 459.2222 Fax: (770) 459.6723 Email: matthewsjeffr@gmail.com

Agent Name: Jeff R. Matthews

Address: same as applicant City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

NOTE: A NOTARIZED STATEMENT SIGNED BY THE PROPERTY OWNER(S) AUTHORIZING THE APPLICANT TO MAKE THIS REQUEST SHALL BE ATTACHED TO THIS APPLICATION).

REZONING REQUEST

Existing Zoning: C-2 & MF1 Requested Zoning: C2 & MF2

Property Address: 135 & 189 Commerce Dr. City: Villa Rica State: GA Zip Code: 30180

Nearest Intersection: Interstate I-20 West Ramp

Present Use of Property: Vacant

Proposed Use: Restaurant (C-2) & Apartments (MF2)

Size of Tract: 16.89 acres Land Lot Numbers: 157 & 158 Districts: 6th

Gross Density: MF2 19.36 Unit(s) Per Acre Net Density: _____ Unit(s) Per Acre

Property Tax Parcel Number: V07 011 0153 (C2), V07 011 0003 (MF1 to MF2), V07 011 011 0230 (MF1 to MF 2)



Case # _____

REZONING APPLICATION REVIEW

FOR OFFICE USE ONLY

Total Amount Paid: \$ _____ Cash _____ Check Number _____ Received by: _____

Application Checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____

City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____

Manager's Signature _____ Date: _____

The procedure for amending the Official Zoning Ordinance text, or making changes to the Official Zoning Map are set forth in Section 2.03.B of the Official Zoning Ordinance. Generally, the amendment process involves review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

I, JEFF R. MATTHEWS, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Jeff R. Matthews

Signature

9/28/2021

Date

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL ZONING ORDINANCE TEXT AMMENDMENT

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

1. Proposed text amendment;
2. Written statement describing reasons for the proposed text amendment; and
3. Any other exhibits as may be required by the Community Development Director.



Case # _____

REZONING APPLICATION REVIEW

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Has the applicant¹ made, within two (2) years immediately preceding the filing of the application for rezoning, campaign contributions aggregating for \$250.00 or more made gifts having in the aggregate a value of \$250.00 or more to a member of a City Council or Planning Commission who will consider the applicant: Yes ☐ No ☒

If **YES**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar Amount of Campaign Contribution	Description of Gift \$250.00 or Greater Given to Board Member



Case # _____

REZONING APPLICATION REVIEW**REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL ZONING MAP AMMENDMENT**

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

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site development plan prepared in conformance with submittal requirements (unless waived by the Community Development Director or requested zoning district is Single-Family Residential).
3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 28th day of SEPT., 20 21.

MMCC Fund, LLC JEFF R. MATTHEWS, MANAGER
Applicant's Name – Printed

Jeff Matthews Manager
Signature of Applicant

N/A
Applicant's Attorney (If applicable) – Printed

NA
Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this 28th day of September, 20 21

Janice Bass
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.

387619

BK PG
5489 256

14

PT-61-022-2016-003540
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 TRANSFER TAX PAID \$ 0
 INTANGIBLE TAX PAID \$ —
 DATE 8-25-16
Alan J. Lee
 CLERK OF SUPERIOR COURT

FILED
 GA. CARROLL COUNTY
 CLERK SUPERIOR COURT

16 AUG 25 PM 3:51

Alan J. Lee
 CLERK SUPERIOR COURT
 CARROLL COUNTY GEORGIA

③ Record and Return to:

Jimmy C. Luke, II
 Martin Bagwell Luke, P.C.
 400 Northridge Road, Suite 1225
 Atlanta, GA 30350

GENERAL WARRANTY DEED

THIS INDENTURE, made this 1st day of August, 2016, between **Brenda Matthews**, a Georgia resident, as party of the first part, hereinafter referred to as "Grantor", and **MMCC Fund, LLC**, a Georgia limited liability company, as party of the second part, hereinafter referred to as "Grantee", (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being in Carroll County, together with all improvements located thereon, and as more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever, subject only to all matters of record.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

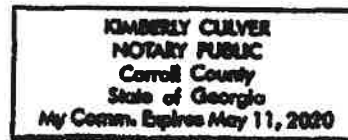
Brenda Matthews
Brenda Matthews

Witness

[SEAL]

Kimberly Culver
Notary Public
My Commission Expires: May 11, 2020

[NOTARY SEAL]



eFiled & eRecorded
DATE: 11/1/2019
TIME: 9:29 AM
DEED BOOK: 05755
PAGE: 00578 - 00580
RECORDING FEES: \$14.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 5306225564
CLERK: Alan Lee
Carroll County, GA
PT61: 022-2019-005063

Return to:

Martin Bagwell Luke, P.C.
Attn: Jimmy C. Luke, II
400 Northridge Road, Suite 1225
Atlanta, GA 30350

GENERAL WARRANTY DEED

THIS INDENTURE, made this 26th day of August, 2019 between **61 West, LLC**, a Georgia limited liability company, as party of the first part ("Grantor") and **MMCC Fund, LLC**, a Georgia limited liability company, as party of the second part ("Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being Carroll County, Georgia, together with all improvements located thereon, and as more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

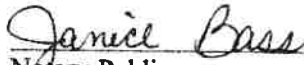
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of the Grantor and all other persons.

eFiled & eRecorded
DATE: 11/1/2019
TIME: 9:29 AM
DEED BOOK: 05755
PAGE: 00579

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed, the day and year first
above written

Signed, sealed and delivered
in the presence of:


Witness


Notary Public



61 West, LLC,
a Georgia limited liability company

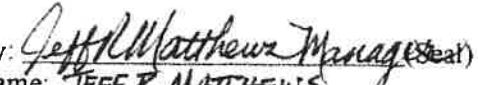
By: 
Name: JEFF R. MATTHEWS
Title: MANAGER

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 157, 6th District, Carroll County, Georgia, being 14.88 acres, more or less, and being more particularly shown and delineated as "Tract 1" on that certain plat of survey entitled "Boundary Survey for 61 West, LLC," dated March 22, 2019, prepared by Georgia & West, Inc., certified by Michael D. Crawford, GRLS #3125, filed for record in Plat Book 106, Page 141, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are each incorporated herein by reference thereto more complete and accurate description of said property.

Said property is conveyed with and subject to all of the non-exclusive easements contained and described within that certain non-exclusive Easement Agreement concerning ingress, egress, water, sewer, drainage and other matters, filed for record in Deed Book 4405, Page 277, amended in Deed Book 5122, Page 125, Carroll County, Georgia, Public Land Records.

Also conveyed herewith is a non-exclusive easement for ingress, egress and the provision of utilities, including, without limitation, drainage, water and sewer, over and across all that tract or parcel of land lying and being in Land Lot 157, 6th District, Carroll County, Georgia, being 0.12 acres, more or less, and being more particularly shown and delineated as "Easement Tract 2" on that certain plat of survey entitled "Boundary Survey for 61 West, LLC," dated March 22, 2019, prepared by Georgia & West, Inc., certified by Michael D. Crawford, GRLS #3125, filed for record in Plat Book 106, Page 141, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are each incorporated herein by reference thereto more complete and accurate description of said easement tract.

In the year 2018, said property is vacant land and bears the tax identification number 148 0129.

This conveyance is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises, if any, however, this reference shall not operate to reimpose same.

TOGETHER WITH

All that tract or parcel of land lying and being in Land Lot 157, 6th District, Carroll County, Georgia, being 0.12 acres, more or less, and being more particularly shown and delineated as "Easement Tract 2" on that certain plat of survey entitled "Boundary Survey for 61 West, LLC," dated March 22, 2019, prepared by Georgia & West, Inc., certified by Michael D. Crawford, GRLS #3125, filed for record in Plat Book 106, Page 141, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are each incorporated herein by reference thereto more complete and accurate description of said property.

eFiled & eRecorded
DATE: 9/18/2019
TIME: 11:56 AM
DEED BOOK: 05743
PAGE: 00525 - 00527
RECORDING FEES: \$14.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 5306225564
CLERK: Alan Lee
Carroll County, GA
PT61: 022-2019-004314

Return to:

Martin Bagwell Luke, P.C.
Attn: Jimmy C. Luke, II
400 Northridge Road, Suite 1225
Atlanta, GA 30350

GENERAL WARRANTY DEED

THIS INDENTURE, made this 7th day of September, 2019 between **Jeff Matthews**, a Georgia resident, as party of the first part ("Grantor") and **MMCC Fund, LLC**, a Georgia limited liability company, as party of the second part ("Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

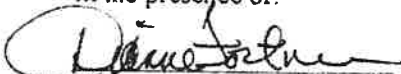
Grantor, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being Carroll County, Georgia, together with all improvements located thereon, and as more particularly described on Exhibit "A" attached hereto and made a part hereof.

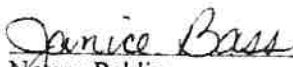
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of the Grantor and all other persons.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness


Notary Public




Jeff R. Matthews (Seal)

EXHIBIT "A"

Legal Description

All that tract or parcel of land situate, lying and being in Land Lot 158 of the 6th District of Carroll County, Georgia, containing 12.91 acres, more or less, and being more fully described as follows: BEGINNING at a point on the west right of way of Georgia Highway 61 at a concrete right of way marker at a point where it intersects the acceleration ramp leading onto Interstate Highway I-20; thence from said point of beginning, running north along the westerly right of way of Georgia Highway 61 a distance, the arc of which is 1,364.80 feet to an iron stob (the straight line distance between said points is north 02 degrees 06 minutes 41 seconds west a distance of 1,361.81 feet); thence south 89 degrees 13 minutes 44 seconds west 395.96 feet to an iron stob located on the original west land lot line of Land Lot 158 in the 6th District; thence south 02 degrees 24 minutes 36 seconds east along the original west land lot line of Land Lot 158 a distance of 947.24 feet to an iron stob; thence continuing along said land lot line south 02 degrees 15 minutes 04 seconds east 189.72 feet to an iron stob; thence continuing along said land lot line south 02 degrees 23 minutes 00 seconds east 594.66 feet to the north right of way of Interstate Highway I-20 at the aforementioned acceleration ramp; thence continuing along said right of way north 68 degrees 38 minutes 14 seconds east 70.18 feet to a point; thence north 72 degrees 48 minutes 44 seconds east 99.69 feet to a point; thence north 77 degrees 20 minutes 30 seconds east to a right of way marker; thence north 35 degrees 23 minutes 54 seconds east 208.39 feet to a right of way marker and the point of beginning. Said tract contains 12.91 acres, more or less, and is more fully shown and delineated on a plat thereof designated as "Survey of Bagwell Estate", dated December 4, 1983, prepared by William H. Alexander, Jr., Registered Land Surveyor No. 1643, recorded in Plat Book 25, page 28, Carroll County Public Records, which said plat and the record thereof are incorporated herein by reference and made a part of this description.

LESS AND EXCEPT All that tract or parcel of land lying and being in Land Lot 158 of the 6th District of Carroll County, Georgia, and being more particularly described as follows: To find the point of beginning, commence at a point on the westerly-most 300 ft. right of way of State Route No. 61, said point being north 07 degrees 23 minutes 30 seconds west along a chord of 280.62 feet of a curve to the right having an arc distance of 280.65 feet from a concrete right of way monument at the intersection of the westerly-most right of way of State Route No. 61 with the northerly-most right of way of I-20; thence south 88 degrees 21 minutes 15 seconds west a distance of 40.12 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence along a curve to the right 230.07 feet having a chord of north 04 degrees 53 minutes 00 seconds west a distance of 230.06 feet to an iron pin set; thence south 88 degrees 21 minutes 15 seconds west a distance of 279.92 feet to an iron pin set; thence south 02 degrees 15 minutes 00 seconds east a distance of 229.71 feet to an iron pin set; thence north 88 degrees 21 minutes 15 seconds east a distance of 290.49 feet to an iron pin set and the point of beginning; said above described tract containing 1.500 acres.

LESS AND EXCEPT ALL CONVEYANCES OF RECORD AND SUBJECT TO ALL MATTERS OF RECORD

The conveyed tract is also described as Carroll County Tax Parcel No. V07 0110153.

EXHIBIT "A"

Legal Description

All that tract or parcel of land situate, lying and being in Land Lot 158 of the 6th District of Carroll County, Georgia, containing 12.91 acres, more or less, and being more fully described as follows: BEGINNING at a point on the west right of way of Georgia Highway 61 at a concrete right of way marker at a point where it intersects the acceleration ramp leading onto Interstate Highway I-20; thence from said point of beginning, running north along the westerly right of way of Georgia Highway 61 a distance, the arc of which is 1,364.80 feet to an iron stob (the straight line distance between said points is north 02 degrees 06 minutes 41 seconds west a distance of 1,361.81 feet); thence south 89 degrees 13 minutes 44 seconds west 395.96 feet to an iron stob located on the original west land lot line of Land Lot 158 in the 6th District; thence south 02 degrees 24 minutes 36 seconds east along the original west land lot line of Land Lot 158 a distance of 947.24 feet to an iron stob; thence continuing along said land lot line south 02 degrees 15 minutes 04 seconds east 189.72 feet to an iron stob; thence continuing along said land lot line south 02 degrees 23 minutes 00 seconds east 594.66 feet to the north right of way of Interstate Highway I-20 at the aforementioned acceleration ramp; thence continuing along said right of way north 68 degrees 38 minutes 14 seconds east 70.18 feet to a point; thence north 72 degrees 48 minutes 44 seconds east 99.69 feet to a point; thence north 77 degrees 20 minutes 30 seconds east to a right of way marker; thence north 35 degrees 23 minutes 54 seconds east 208.39 feet to a right of way marker and the point of beginning. Said tract contains 12.91 acres, more or less, and is more fully shown and delineated on a plat thereof designated as "Survey of Bagwell Estate", dated December 4, 1983, prepared by William H. Alexander, Jr., Registered Land Surveyor No. 1643, recorded in Plat Book 25, page 28, Carroll County Public Records, which said plat and the record thereof are incorporated herein by reference and made a part of this description.

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LESS AND EXCEPT ALL CONVEYANCES OF RECORD AND SUBJECT TO ALL MATTERS OF RECORD

The conveyed tract is also described as Carroll County Tax Parcel No. V07 0110153.



Overview



Legend

-  Parcels
-  Roads

Parcel ID V070110003
Class Code Commercial
Taxing District VILLA RICA
Acres 5.76

Owner MMCC FUND LLC
215 W BANKHEAD HWY
VILLA RICA, GA 30180
Physical Address 135 COMMERCE DR
Assessed Value Value \$790557

Last 2 Sales

Date	Price	Reason	Qual
4/15/2019	0	PB	U
8/25/2016	0	FS	U

(Note: Not to be used on legal documents)

Date created: 9/29/2021
Last Data Uploaded: 9/28/2021 6:11:13 PM

Developed by  **Schneider**
GEOSPATIAL

Villa Rica
CARROLL COUNTY, GEORGIA

Written Statement
September 28, 2021

3. PROJECT OVERVIEW

This change will allow a slightly larger commercial parcel (expands former Pizza Hut site) to facilitate a national sit-down restaurant and increase the number of apartment units on the western portion of the property. The creek located on the property may require a variance of the landscape buffer along the northern property line to allow a 20' planted buffer rather than the current 30' buffer. Increased planting density within the 20' buffer will mitigate any adverse effect of this buffer to the properties adjoining this property line.

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;

This new development will include restaurant and residential which is consistent with adjacent properties. No detrimental impact will occur on the surrounding areas.

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.

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 vibrancy of the proposed development will draw residents of this area eastward 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 (currently on-site) and provided by the City of Villa Rica. No offsite infrastructure upgrades are anticipated at this time and this tract being north of Interstate 20 will minimize any City of Villa Rica cost to provide services.

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;

Commerce Drive will be the primary access and intersects a fully functional signalized crossing at Highway 61. All internal streets will be private and be maintained by the owners

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.



October 26th, 2021

Revised – December 3rd, 2021

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

Re: Planning Report
MMCC Fund, LLC
RA-10-21
135 and 189 Commerce Drive
Land Lot 176, District 2
Parcel #: V07 0110153, V07 0110003, V07 0110230
Acreage: 16.89
Ward: 2
Planning Board Member: David Rogers
City Council Member: Matthew Momtahan
City of Villa Rica, Carroll County, Georgia

Dear Ms. Cox:

MMCC, LLC (the Applicant) seeks a rezoning from Multi-Family Low-Density (MF1) to Multifamily Medium-Density (MF2) in order to construct a multi-family apartment complex with 305 units, and to rezone a portion of the development from MF1 to Commercial Medium-Density (C2) for an outparcel. The Applicant has not requested any variances at this time.

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

1. Site Plan, prepared by Planners & Engineers Collaborative+, sealed by Kenneth J. Wood, P.E., dated November 18th, 2021;
2. Rezoning Application and Application Checklist, notarized and dated September 28th, 2021;
3. Applicant Campaign Disclosure Form, undated;
4. Several Warranty Deeds for proof of ownership;
5. Applicant Written Statement, by an unknown preparer, dated September 28th, 2021 (2 Pages);
6. Document entitled "Alta Villa Rica Sample Renderings of Similar Product" including elevations, dated September 29th, 2021, by an unknown preparer (4 pages).
7. Document entitled "Introduction to Wood Partners", undated, by an unknown preparer (9 pages).



A. Existing Conditions

The three subject properties are located west of Commerce Drive and south of Meadowlark Drive. **For the purposes of this review, V07 0110230 will be referred to as “Parcel A”, 135 Commerce Drive will be referred to as “Parcel B” and 189 Commerce Drive will be referred to as “Parcel C”.**

135 and 189 Commerce Drive (Parcels B and C) have direct access and frontage along Commerce Drive, whereas Parcel A is landlocked. Parcel B has approximately 119’ of frontage and Parcel C has approximately 100’ of frontage along Commerce Drive. Parcels A and B are currently zoned Multi-Family Low-Density (MF1) and are undeveloped. Parcel C is zoned Commercial Medium-Density (C2) and is also a vacant undeveloped lot. Parcel A is 15 acres, Parcel B is approximately 1 acre and Parcel C is 0.68 acres.

The subject properties are adjacent to Interstate I-20 to the south, an assortment of commercial uses along Commerce Drive, a residential single-family neighborhood to the north on Meadowlark Drive, and Villa Rica High School to the west. Parcel A directly borders the city’s incorporated boundary to the west.

The applicant’s site plan indicates that an unnamed stream runs northwest to southeast within the southern portion of Parcel A. No streams are present on Parcels B and C. An easements has been identified on the site plan for the hotel.

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 & C: Commercial Medium-Density (C2)	Parcel A: Suburban Village Parcel B & C: I-20 Gateway
East	Parcel A: Commercial Medium-Density (C2) and Multifamily Low-Density (MF1) Parcel B and C: Commercial Medium-Density (C2)	I-20 Gateway
South	Parcel A: I-20 Parcel B: Commercial Medium-Density (C2) Parcel C: Multifamily Low-Density (MF1)	I-20 Gateway
West	Parcel A: Agricultural (A) – Unincorporated Carroll County Parcels B & C: Multifamily Low-Density (MF1)	I-20 Gateway



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

B. Site History

Parcels A and C have been undeveloped and vacant throughout their existence. Parcel B was previously developed with a Pizza Hut restaurant until 2020 when it was demolished. Parcel A was annexed into the city and rezoned to R14 in 2019 at the same time that Parcel B was rezoned to R14 along with Tract 3b of Parcel C from General Commercial. The remainder of Parcel C kept the General Commercial (GC) zoning. Parcels A and B were rezoned in 2020 during the citywide rezoning from R14 to MF1, whereas Parcel C was rezoned from GC to C2. The 2020 rezonings are considered lateral rezonings and were not a substantive change. The 2019 annexation and rezoning application was supported by a proposed developer that was under contract for the land (Parkside Real Estate Acquisitions, LLC) in order to construct up to 195-units. The City Council approved the annexation and rezoning without conditions.



C. Proposed Development

The applicant has the intent to construct 305 multi-family units and incorporate a 0.68-acre commercial outparcel center as described in Section A. The applicant has proposed to rezone Parcels A and B from MF1 to MF2; and keep Parcel C zoned C2. Approximately 16 acres of the proposed development is proposed to be zoned MF2.

The multi-family housing is proposed to be 18.99 units per acre with four (4) stories. At least 8,013 square feet will be dedicated to interior amenity space. The applicant has proposed at least three amenities on the site plan, which would consist of a pool, grilling area and outdoor seating areas, and a dog park. 1.8 parking spaces per unit are required (549 parking spaces), whereas 1.75 spaces/unit are proposed (535 spaces). All streets within the site are proposed to be private. The applicant has proposed that the development is projected to start in late 2022 and complete in late 2024.

The commercial component (Parcel C) is expected to be expanded by approximately 6,945 square feet in area in order to attract a national sit-down restaurant. This area is currently within Parcel B and zoned MF1, which is proposed to be rezoned C2.

The applicant has indicated that variances may be required at a later date from requirements to supply a 30' landscaped buffer in favor of a 20' buffer from adjacent residential properties on Meadowlark Drive. This potential variance has not been reviewed as a part of this rezoning application.

Staff has also identified other variances that may be required from stream buffers, provision to provide two entrances for more than 199 units, and deficient parking allocations.

See Table 2 below for yard and bulk requirements in the MF2 Zone:

TABLE 2 - BULK REQUIREMENTS – MF2 MULTIFAMILY MEDIUM-DENSITY ZONE			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	5	16.89	C
Minimum Lot Width (ft)	150	60	NC
Minimum Front Yard Setback (ft)	25 (Internal Streets) 35 (Commerce Drive and Meadowlark Drive)	20	NC
Minimum Rear Yard Setback (ft)	40	20	NC
Minimum Side Yard Setback (ft)	40	20	NC
Maximum Building Coverage (%)	75	Unknown	Unknown
Maximum Building Height (ft)	45	Unknown	Unknown
Maximum Impervious Coverage (%)	75	Unknown	Unknown
Minimum Heated Square Feet (sf)	950	Unknown	Unknown



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 three amenities for the development. A total of three (3) amenities are required for the multi-family units. The applicant has indicated that a total of 6.41 acres (39.9%) of the site will be dedicated to open space, whereas only 3.21 acres (20%) are required to be set aside. The ordinance requires a minimum of 15% open space. 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 MF2-zoned properties, and approval of the City Council:

- 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

No off-site improvements have been indicated along Meadowlark Drive or Commerce Drive. The submitted site plan only indicates curbing for the driveway apron along Commerce Drive. The developer also proposes a stormwater management area onsite.

Density

The applicant has proposed a gross density of 18.99 based on the Site Plan submitted. As this development is located within the MF2 Zones, the maximum density permitted is 19.36 du/acre for the MF2 zone. The development meets the required 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.

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

An unidentified stream runs northwest to southeast in the southern portion of Parcel A. Based on the Site Plan submitted, the applicant will cross the stream with a road in order to have an access point to Building 7, which would violate the 25’ state buffer requirement and require state Environmental Protection Division (EPD) approval. The applicant 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

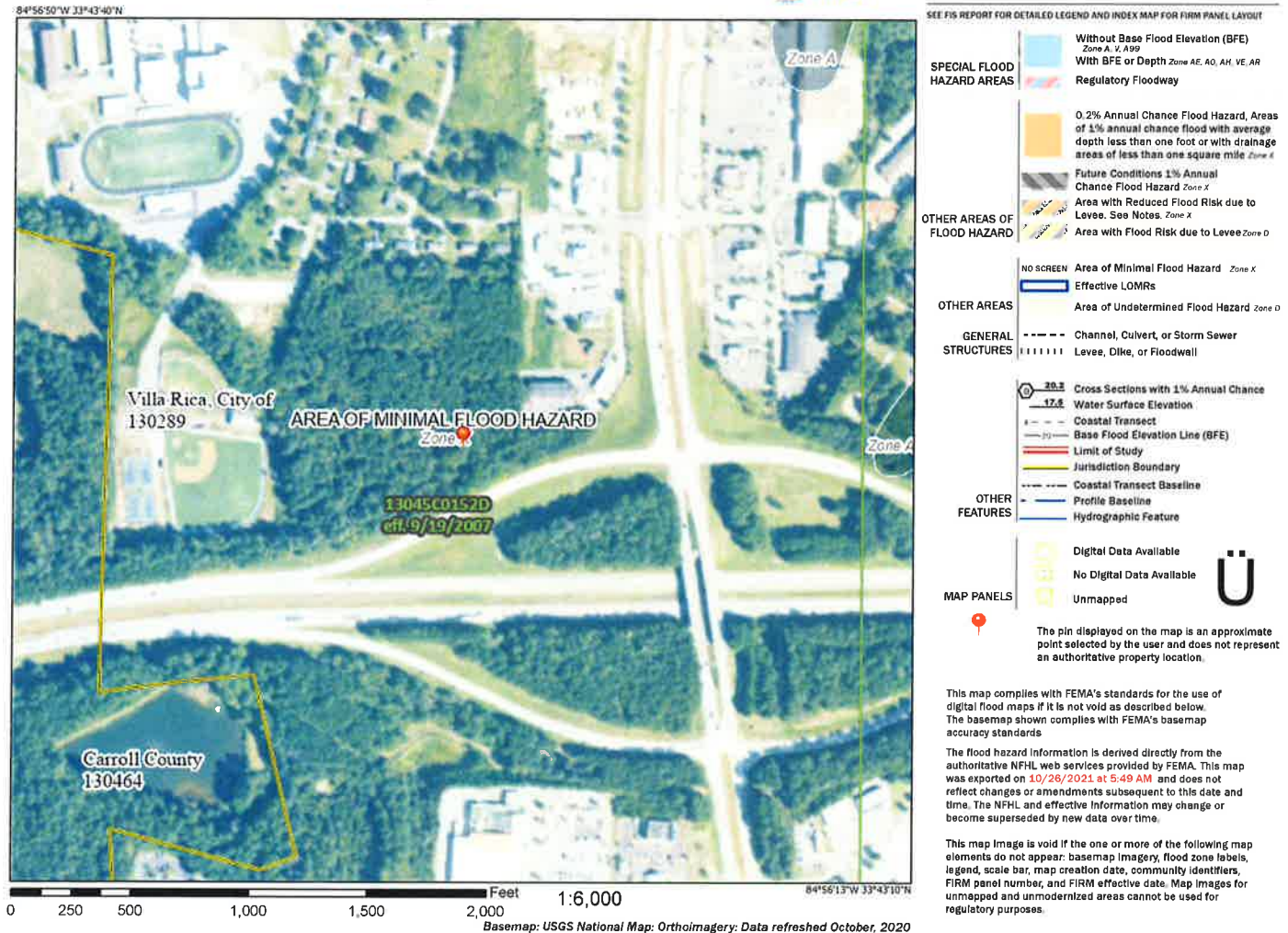


Figure 2: National Flood Hazard Layer FIRM Map 13045C0152D

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 “I-20 Gateway” as the future land use character area for the parcels. The intent of the I-20 Gateway Activity Area is as follows:

“Enhance entrances into the city from I-20 and facilitate access to goods and services to



serve residents and commuters. Create employment opportunities where a location benefits from interstate proximity and available infrastructure. In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments.”

The character area has design principles that recommend “Higher intensity due to location adjacent to interstate interchange”, however the Comprehensive Plan does not prescribe a density figure for residential uses.

Primary Future Land Uses:

- Commercial (Including service uses, hotels), Mixed use (including upper level residential, if appropriate)
- Professional Office
- Greenways, Trails
- Civic benefit uses such as places of worship, community centers, schools, municipal buildings

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the I-20 Activity Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>TABLE 3 - APPROPRIATE ZONING CATEGORIES – I-20 GATEWAY</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Planned Development (PD)	Planned Unit Development (PUD)
Multi-Family (R-14)	Multi-Family Low-Density (MF1) Multi-Family Medium-Density (MF2)
Light Industrial (LI)	Industrial Low-Density (I1)
General Commercial (GC)	Commercial Medium-Density (C2)
Office-Institutional (OI)	Office Medical Institutional (OMI)

The proposed development appears to meet the intents of the I-20 Gateway Activity Area in the Comprehensive Plan.

ii. Current conditions and the character of current structures and uses in each district;



All parcels are vacant with no uses or structures. The character of the MF1 Zone compared to the MF2 Zone is similar, however the MF2 Zone has an increase in density to 19.36 du/acre, which allows for higher unit counts. The uses to the north are single-family in nature and are located within existing neighborhoods. The area to the east is commercial in nature, whereas the area to the west is Villa Rica High School. I-20 is located directly south of the 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 is not the highest and best uses for the properties given the location along two major roadways; the acreage; the intent and purposes of the I-20 Gateway Activity Area stated in the Comprehensive Plan; the commercial capacity/intensity in the surrounding areas; and street pattern and access to major roadways.

iv. The conservation of property values throughout the jurisdiction; and

Property values are expected to be marginally increased by the new high-end rental housing stock and commercial component, and would further reduce the number of vacant parcels on a major corridor within the city should the rezoning and development of the lots materialize.

v. Responsible development and growth

The rezoning would be not be in-kind with the surrounding developments from a density standpoint, but will be similar in intensity to the surrounding uses on Commerce Drive/Highway 61. The Highway 61 corridor is experiencing rapid growth that can be augmented by higher-end apartments on the western side of the city. The redevelopment of Parcels B and C will help establish more retail and restaurant opportunities along the corridor that can benefit from I-20 access and residential clientele on-site. In addition, the 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 State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

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

The surrounding area has mostly retail and hospitality services nearby, including on Commerce Drive and Highway 61. There is a single-family neighborhood directly adjacent to the development. The C2 Zone runs along Commerce Drive and Highway 61 to accommodate for the extensive retail on both sides of I-20. The proposed rezoning to MF2 is not consistent with other zones in the area, however from a land use perspective, the higher density of the proposed development complements the retail that abuts the property



and makes for a mixed-use type of development style with shops and businesses within walking distance to the apartments. This in turn reduces demand on the roadways and promotes the mixed-use goals within the comprehensive plan. In addition, the City Council approved a 195-unit building at this location in 2019. The site is now proposed for higher density with the transition from MF1 to MF2.

There are currently no apartment communities on Highway 61 in the city limits south of Highway 78, however the location of this property near I-20 and Highway 61 will concentrate traffic and density near the two largest highways in the city. The 2018-2038 Comprehensive Plan Update designates the future development of this area as “I-20 Gateway” and “Commercial Corridors”. Primary future land uses in “I-20 Gateway” include professional offices; commercial (including service uses, hotels), Mixed use (including upper level residential, if appropriate); civic benefit uses such as community centers, schools, places of worship and municipal buildings; greenways and trails. The “Commercial Corridors” encourages commercial and retail, professional office, mixed use, and civic benefits. The proposed development does not adhere to those use objectives; however, it does meet one of the key goals of the I-20 Gateway Character Area, which is to visually improve the entranceways into the city from major thoroughfares.

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 existing easement for access to the adjacent hotel lot is proposed to continue unadjusted.

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 parcels, along with development pressures along the Highway 61 corridor, the rezoning to 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 Commerce Drive, Meadowlark Drive and Highway 61 must be studied and reviewed by the City Engineer as a part of final plat approval. Adjustments to the existing traffic light on Highway 61 and Meadowlark Drive may be required by GDOT and the applicant would need to work with them in order to do so. The subject property is currently provided with community facilities such as water, roads, and



solid waste. Villa Rica High School is adjacent to the development on Rocky Branch Road.

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 I-20 Gateway as the land use character areas, which recommend higher density and intensity along the Highway 61 corridor. While the MF1 Zone is supported by the Comprehensive Plan in this area, the applicant is requesting higher density that would otherwise not be permitted in the MF1 Zone (18.99 du/ac proposed, whereas only 8.7 du/ac is permitted in the MF1 Zone). The MF2 Zone permits a maximum of 19.36 du/ac.

vi. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Highway 61 corridor continues to develop and is a major interchange with I-20 for the West Georgia region. No major conditions have been identified that would support a disapproval of the property.

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. Because of the reparceling of Parcels B and C, which are directly dependent on the rezoning, the rezoning should be contingent upon the recording of the final survey identifying the proposed parcel boundaries and a subdivision application for Parcels B and C.

Recommendation:

Staff recommendation: **APPROVAL w/ Conditions**

Reasons: The requested zoning is supported by the Comprehensive Plan. 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* and *Douglas County Sentinel* on October 23rd, 2021, November 23rd and November 24th; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no citizens have contacted the city to voice concern or support for the proposed actions.

Should you have any questions concerning the above comments please do not hesitate to contact me. I reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

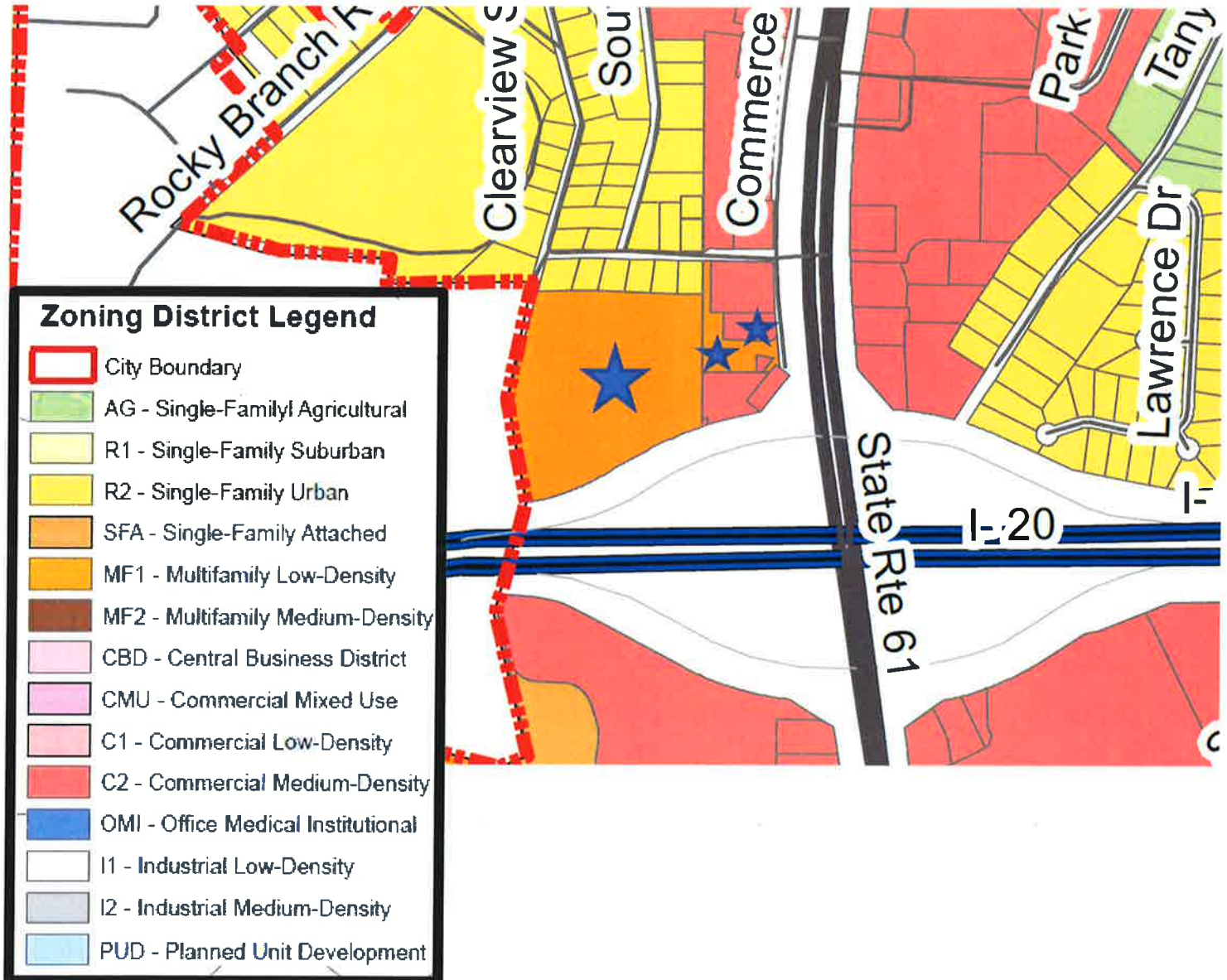
Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)



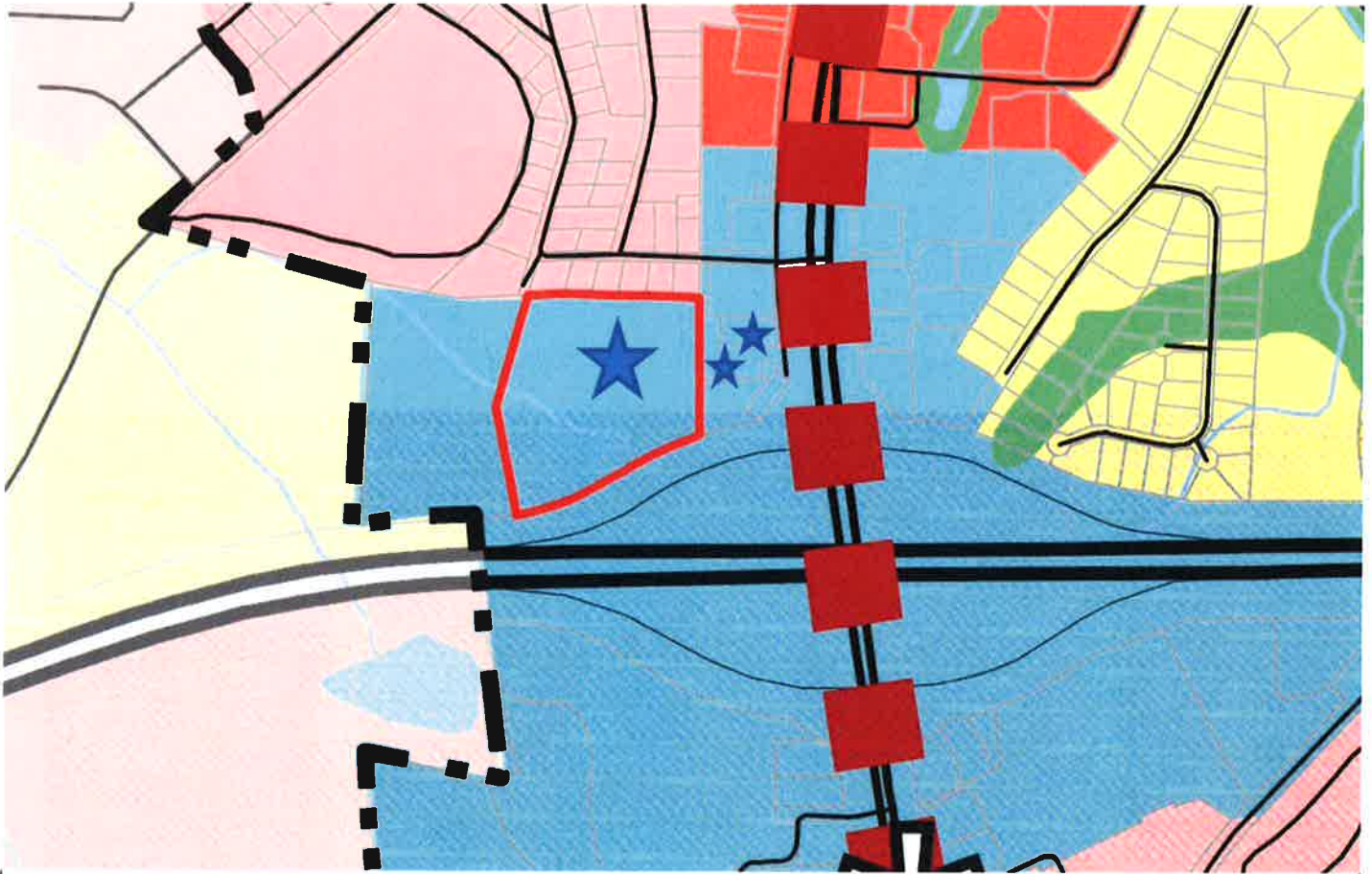
Corresponding Maps:

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





Alta Villa Rica

Villa Rica, GA

Sample Renderings of Similar Product

September 29, 2021

Sample Rendering of Similar Product



Sample Rendering of Similar Product (cont'd)



Similar Wood Partners Project – Alta Sugarloaf (Lawrenceville, GA)





Bennett Sands

404.965.9960

brs@woodpartners.com

Tyler Hurd

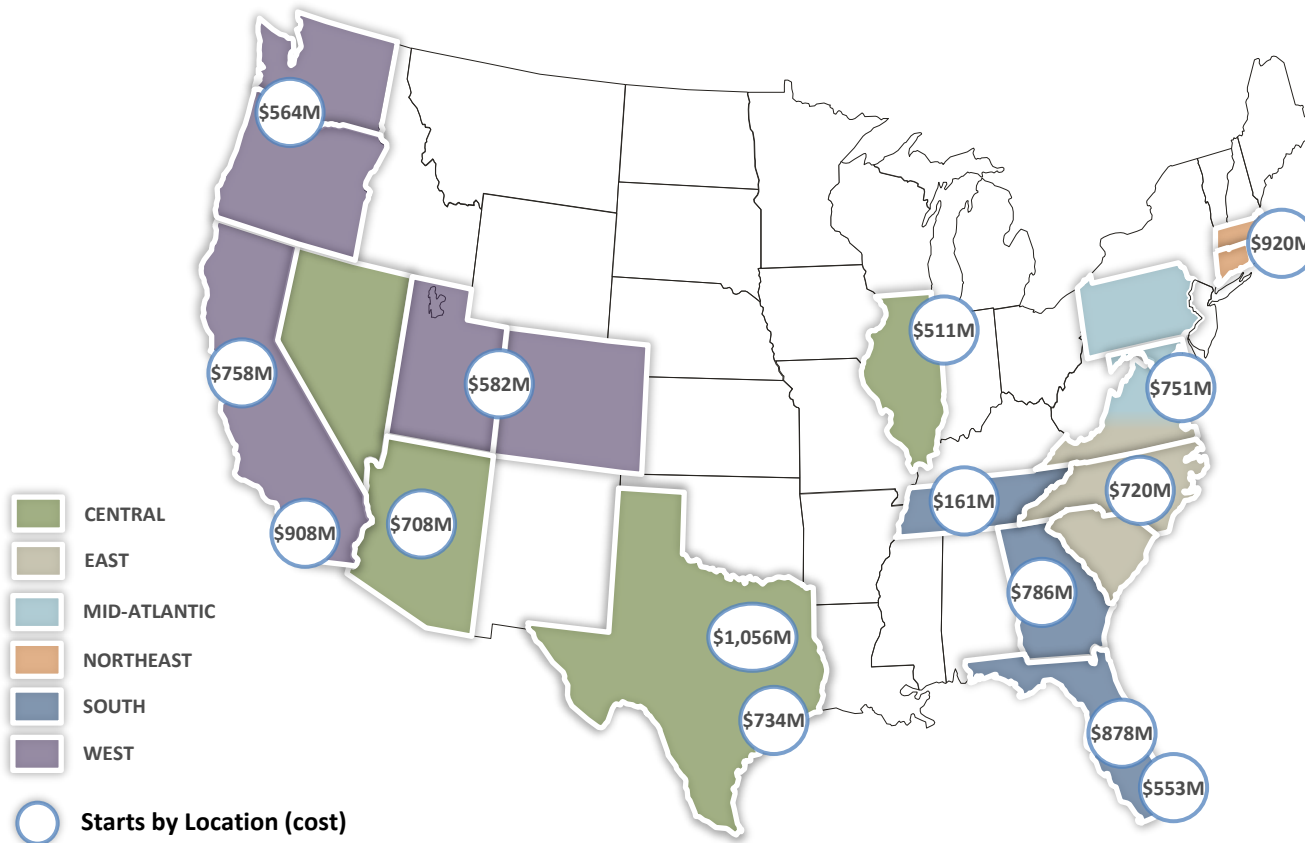
404.965.9925

tyler.hurd@woodpartners.com

Introduction to Wood Partners

Current Cycle Industry-Leading Productivity

Wood Partners Has Started \$10.6Bn Of New Development Nationwide Since 2010



Senior development and construction executives domiciled in every major US market

Current cycle, profitable round-trip (start, completion, lease-up and sale) experience in over 20 US markets

Physical, operational and realized economic scale is unmatched in multifamily development industry

Note: Seattle/Portland, Denver/Salt Lake City, Austin/Houston and Charlotte/Raleigh offices combined for purposes of illustration



Vertically Integrated For Seamless, Local Execution

Development

- 69,000+ units and \$13.3Bn in total development
- National footprint spanning 20 offices with “cradle to grave” localized development responsibility
- 45+ development team members including 5 senior regional development directors supported by 16 local partners with 14+ years average industry experience

Investment Management

- Dedicated asset management team maximizes results of on-site management teams
- In-house legal counsel and asset management team provide efficient best-in-class execution of dispositions
- Institutional quality accounting with approximately 20 CPAs and Big 4 audited financial statements annually since 2008 (with public company quality audit results)



- Formed in 2010, Wood Residential Services (“WRS”) and its team of 330+ dedicated professionals now manages approximately 60 properties and 14,000+ units across the country
- Strong alignment and performance relative to third party options and extensive lease-up experience

- Dedicated in-house general contractor and 3rd party construction management capabilities with flexibility to develop garden, high-density and high-rise product types
- Senior in-house team organized at local and regional levels managing over 250+ construction professionals

Property Management

Construction





The image shows a spacious, modern apartment lobby. In the foreground, a large, light grey sectional sofa is arranged in a U-shape, adorned with several patterned and solid-colored throw pillows. To the left of the sofa, a wall-mounted television displays a news broadcast. The wall behind the TV features a decorative, textured pattern of small, raised squares. To the right, a glass-enclosed upper floor with a dark wood railing overlooks the main area. The floor is covered in a light-colored, wood-grain patterned carpet. In the background, a dining area with a round table and chairs is visible. The overall atmosphere is bright and contemporary.

Atlanta Development Overview

Alta at Jonquil
Smyrna, Georgia

Relevant Experience: Atlanta Area

Alta Ashley Park
269 units - 2022

Porter on Peachtree
291 units - 2022

Alta East (Dairies II)
250 units - 2021

Alta Sugarloaf
330 units - 2020

The Huntley
267 units - 2018

Alta Dairies
312 units - 2019

Piedmont House
198 units - 2018

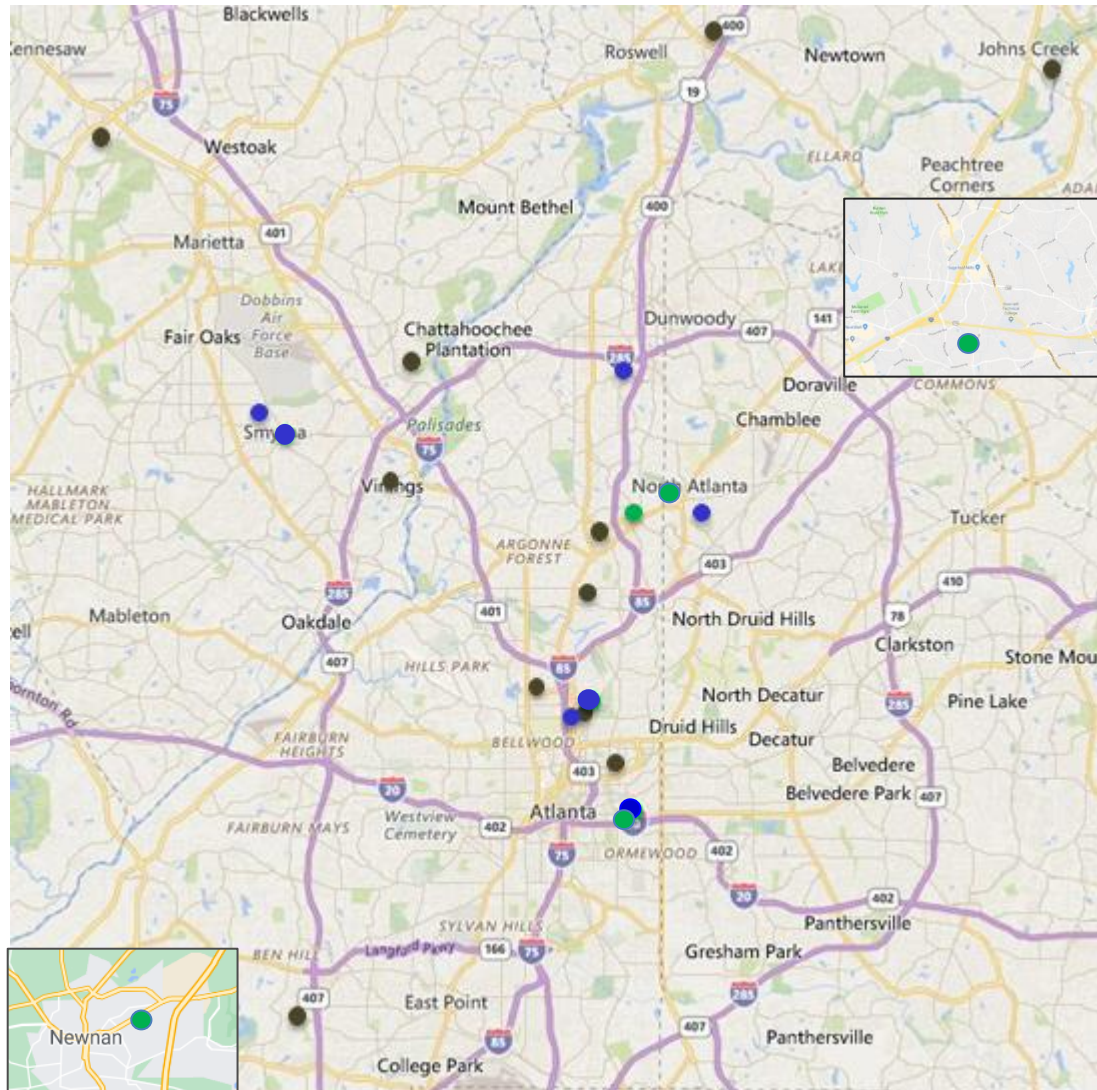
Alta Jonquil
266 units - 2017

Alta Midtown
369 units - 2017

Alta Belmont
274 units - 2016

Alta Brookhaven
230 Units - 2015

Alta Glenridge
168 Units - 2012



Alta Coventry Station
332 Units - 2008

Alta O4W
337 Units - 2010

Johns Creek - Senior
215 Units - 2010

Parc Alpharetta - Senior
210 Units - 2006

Alta Ridenour - Senior
252 Units - 2005

Vinings Main - Condo
148 Units - 2010

Horizon - Condo
282 Units - 2009

Twelve AS - Condo
380 Units - 2007

Realm - Condo
406 Units - 2007

Spire - Condo
393 Units - 2006

Eclipse - Condo
358 Units - 2005



Recent Atlanta Project Photos

**The Huntley
Buckhead**

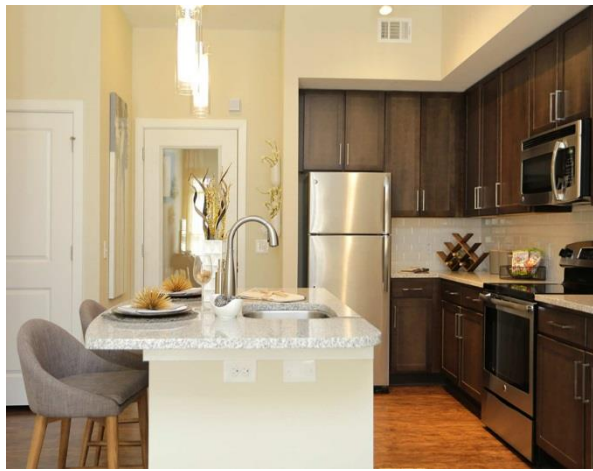


**Piedmont House
Midtown**



Recent Atlanta Project Photos (cont'd)

**Alta Belmont
Smyrna**



Recent Atlanta Project Photos (cont'd)

Alta Dairies
Reynoldstown



Alta East
Reynoldstown



Recent Atlanta Project Photos (cont'd)





CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Section 8.02(2)t – Accessory Structures in Residential Zoning Districts

CITY COUNCIL AGENDA DATE: December 14th, 2021

PLANNING COMMISSION DATE: November 2nd, 2021

DATE: September 10th, 2021

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: YES (12/14/2021)

PURPOSE: An amendment to Article 3: Villa Rica Zoning Ordinance amending Section 8.02 – ACCESSORY USE AND STRUCTURE STANDARDS.

BACKGROUND: A number of important questions have arisen such as: how should an accessory structure be scaled in context of the primary dwelling on the property; what constitutes an addition versus a semi-attached accessory structure; how should accessory structures be sited in relation to the primary dwelling based on the size of the accessory structure? The revised text aims at addressing size, scale, orientation, siting, and determination of an accessory structure, particularly in residential zoning district, where their impacts can be more significant.

STAFF RECOMMENDATION: Staff encourages the adoption of the amendment to Section 8.02 of the Villa Rica Zoning Ordinance, to add Subsection Section (2)t – Accessory Structures in Residential Zoning Districts.

IMPACT: The regulation aims to ensure that the integrity and aesthetic quality of new construction is maintained within the city. There is no fiscal impact to the City.

PLANNING COMMISSION RECOMMENDATION: Recommendation to APPROVE on 11/02/2021 – Vote 4-0.

MOTION: I move to APPROVE the amendment to Section 8.02(2)t – Accessory Structures in Residential Zoning Districts.

t) Accessory Structures in Residential Zoning Districts.

i) Applicability.

- (a) **ACCESSORY STRUCTURE (DETACHED)** - In a residential district, a subordinate building detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, tool house, lath or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house or garden shelter, but not involving the conduct of a business or a guesthouse residence.
- (b) **FARM ACCESSORY STRUCTURE** - A structure, other than a dwelling, on a farm for the housing, protection or storage of the usual farm equipment, animals and crops.
- (c) **ACCESSORY USE** - A use subordinate to and incidental to the primary use of the main building or to the primary use of the premises.
- (d) **EMPTIONS** – Fences, flagpoles, raised garden beds, pergolas, arbors, and trellises are permitted in yards in all residential zones, and shall be exempt from this section. The Community Development Director shall have the discretion to make a determination of the classification of an accessory structure if not otherwise identified by type in the section. Accessory structures 200sf or less are exempt from permitting, but are subject to a minimum five (5) foot setback from the side or rear property line.

- ii) Accessory structure or outbuilding shall be permitted at the owner's option according to the schedule presented in *Table A—Accessory Structure Allowance Based on Dwelling Unit Size*, or *Table B—Total Aggregate Accessory Structure Allowance Based on Lot Size*.

Table A	
Accessory Structure Allowance Based on Dwelling Unit Size	
Dwelling unit ground floor area in square feet	Accessory building footprint
800	320
1,000	400
1,200	480
1,400	560
1,600	640
2,000	800
2,400	960
3,000	1,200
3,600	1,440
4,000	1,600

- iii) Except as herein provided, the minimum yard requirements of *Table 4.4: Residential Lot Standards* of this chapter also apply to accessory structures. However, accessory structures may be located in rear yards within five feet of a rear or side lot line. In addition to these yard requirements, the horizontal separation of accessory structures from the dwelling on the same lot, and the horizontal separation of accessory structures from dwelling on adjacent lots shall comply with standards in *Table C—Distance Between Accessory Structures and Residential Dwellings on the Same Lot and on Adjacent Lots*. All distances shall be measured from outside wall to outside wall.

Table B Total Aggregate Accessory Structure Allowance Based on Lot Size	
Lot size in square feet	Total aggregate accessory structure size based on lot size*
2,400	240
3,100	296
4,000	360
5,375	457
6,750	540
7,625	572
8,500	595
10,000	650
13,925	835
17,850	981
21,780	1,089
32,670	1,307
43,560	1,525
>1 ac.	Max 5%

* In AG, R1, R2, and SFA zoning districts, accessory structures shall not exceed the greater of 5% of the lot area or 600sf.

Table C—Distance Between Accessory Structures and Residential Dwellings on the Same Lot and on Adjacent Lots	
Percent of primary dwelling unit ground floor area of accessory structure	Distance between dwelling(s)
40 percent	10 feet
50 percent	30 feet
60 percent	50 feet
70 percent	70 feet
80 percent	80 feet
90 percent	90 feet
100 percent	100 feet

- iv) The number of accessory building may vary depending on the size of the lot. Table D—Maximum number of accessory structures establishes the schedule for number of accessory structures allowed on a building lot.

Table D—Maximum Number of Accessory Buildings	
Lot size	Maximum number of accessory buildings
Up to one-half acre	1
Up to one acre	2
Over one acre	3

- v) Accessory structures, including detached garages, shall be permitted in an AG, R1, R2, SFA, MF1, MF2, and CMU Zone, subject to the following limitations:

(a) Placement.

- i. Located on a lot with a principal dwelling. An accessory building shall be located on the same lot as the principal dwelling to which it is accessory.
- ii. Setback dependent on distance from dwelling. Accessory structures shall be allowed in rear yards only. An accessory building located within twenty (20) feet of the principal dwelling shall comply with the setback requirements of the principal dwelling to which it is accessory. Accessory structures located more than twenty (20) feet from the principal dwelling may be placed five (5) feet from a side or rear lot line, except that accessory structure greater than two-hundred (200) square feet must maintain a minimum ten (10) foot side and rear yard setback.
- iii. Setback on corner lot. Accessory structures on a corner lot shall comply with the setback for the principal dwelling. No accessory building on a corner lot that adjoins a residentially used or zoned lot to the rear shall be located within twenty-five (25) feet of the rear property line. This 25-foot setback will not be required when the adjoining yard is a rear yard.
- iv. Distance from dwelling and other accessory structures. All accessory structures must be located a minimum of five (5) feet from the principal dwelling and all other accessory structures on the lot or on neighboring lots, in accordance with building separations indicated in Table C, as measured from outside wall to outside wall. In MF1 and MF2 zoning districts, the separation shall not be less than twenty (20) feet.
- v. Ordinance setbacks otherwise remain in effect. Except as herein provided, the minimum setback requirements of *Table 4.4: Residential Lot Standards* of this chapter also apply to accessory structures.
- vi. Non-complying accessory structures. Notwithstanding standards of this chapter to the contrary, nothing shall prohibit the re-construction of accessory structures that are legal, nonconforming structures that have been in existence for a minimum of twenty (20) years along that established building line. That building line shall be the minimum setback for re-building of the accessory building on the lot. All other standards of the chapter shall remain in effect.

(b) Height.

- i. Scale of accessory structures. The height of an accessory building shall not exceed twenty-four (24) feet or the height of the principal dwelling measured from the average adjacent grade to the peak or ridgeline of the roof, whichever is less.

(c) Architectural style and exterior finish.

- i. Compatibility with principal dwelling. Accessory structures shall be architecturally compatible with the principal dwelling on the lot. The exterior finish of all accessory structures shall be identical to the exterior finish of the principal dwelling on the lot. In the case of brick dwellings, the exterior finish of the accessory building may be similar to the trim work or other siding materials of the dwelling. Exterior materials, roof pitches and other design elements shall comply with the architectural design

standards. Additions and accessory structures shall be consistent or complimentary to the scale and building proportions of the primary structure.

1. A covered walkway or breezeway is allowed between a primary structure and accessory structure. Such connection shall not exempt the accessory structure from compliance with the standards of this section, unless the connection is fully enclosed and meets the building code definition of a conditioned space, and is all of the following, which results in an addition and is not an accessory structure:

- a. Fully enclosed and meets the building code definition of a conditioned space; and
- b. Provides a shared wall with the primary structure with the common wall being the longer of either twenty (20) feet in length or forty-percent (40%) of the overall length of the wall of the primary structure (see Figure 8.1); and
- c. Provides for interior passage between the primary structure and the new structure.

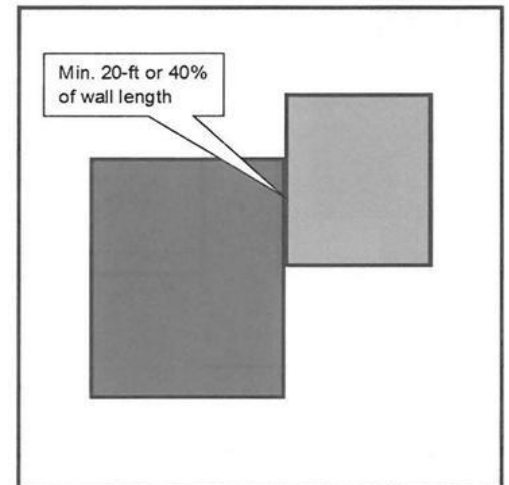


Figure 8.1: Primary Structure with Addition

2. Design Standards

- a. Metal siding is prohibited on structures more than ten (10) feet high or with a footprint greater than two-hundred (200) square feet, unless the siding replicates the siding on the primary dwelling or has the appearance of siding that is commonly used for residential structures.
- b. Structures located in a front, side, or street side yard that are visible from the right-of-way at a pedestrian level shall use exterior siding and roofing materials that are commonly used on residential structures.

3. Roof Pitch and Orientation

- a. There are no roof pitch requirements for an accessory structure with a height equal to or less than ten (10) feet. A minimum 4/12 roof pitch is required for an accessory structure with a height over ten (10) feet.
- b. Roof design. Flat or shed roofs shall be prohibited on accessory structures. Accessory structures shall have a gable or hip roof design.
- c. Where possible, the orientation of the roofline of the primary structure should be at an architecturally consistent direction of the roofline of the primary structure.

- (d) Utility services.

- i. All utility services for an accessory structure, when utilized, shall be tied into the meter or utility infrastructure of the primary dwelling – and shall not be separately metered.
 1. Water supply. Running water is permitted to all accessory structures.
 2. Electric supply. Power is permitted to all accessory structures.

3. Sewer supply. Sewer is permitted to all accessory structures where public sewer is available.

- (e) Use.
 - i. See section 8.02(2)h (accessory dwelling units (ADU)).
 - ii. Evidence of separate dwelling unit. The presence of such facilities or equipment as utility services, utility meters, mailboxes or kitchen equipment such as a sink, stove, oven or cabinets in an accessory building or a portion of a principal dwelling shall be considered prima facie evidence that such accessory building or such portion of a principal dwelling is a separate and distinct dwelling unit and is subject to the regulations of the zoning district in which it is located.
- vi) Exceptions to these standards may be considered under the provisions of *Section 11.08 – ADMINISTRATIVE ADJUSTMENTS*, or *Section 11.06 – DEVELOPMENT STANDARDS VARIANCE*.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Section 8.03(2)c – Temporary Construction, Sales, or Leasing Trailers/Offices

CITY COUNCIL AGENDA DATE: December 14th, 2021

PLANNING COMMISSION DATE: November 2nd, 2021

DATE: September 10th, 2021

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: YES (12/14/2021)

PURPOSE: An amendment to Article 3: Villa Rica Zoning Ordinance amending Section 8.03 – TEMPORARY USE AND STRUCTURE STANDARDS.

BACKGROUND: A review of the City's regulations for temporary structures in the form of portables trailers for the use of construction management, sales, or lease up during development revealed that we had few standards in place. In many cases, these types of structures may be utilized as part of a multiphase development, and may be unsightly or detrimental to the aesthetics or the surrounding community. In other cases, it may set a precedent as to the quality of development under construction. The current ordinance does not address aesthetics, placement, or duration of such structures.

STAFF RECOMMENDATION: Staff recommends the adoption of the amendment to Section 8.03(2)c – Temporary Construction, Sales, or Leasing Trailers/Offices.

IMPACT: The regulation aims to ensure that the integrity and aesthetic quality of new construction is maintained within the city. There is no fiscal impact to the City.

PLANNING COMMISSION RECOMMENDATION: Recommendation to APPROVE on 11/02/2021 – Vote 4-0.

MOTION: I move to APPROVE the amendment to Section 8.03(2)c – Temporary Construction, Sales, or Leasing Trailers/Offices.

- c) Temporary Construction, Sales, or Leasing Trailers/Offices. Construction trailers are permitted as temporary structures during times of construction activity.
- i) specific regulations for temporary uses and structures. Factory-fabricated, transportable buildings that are designed to arrive at the site ready for occupancy, except for minor unpacking and connection to utilities, and designed for removal to and installation at other sites, may be placed on a property to serve as the following:
- (1) Temporary offices used for on-site apartment leasing, real estate sales office, and model sales home;
 - (2) Temporary offices used during the expansion or rehabilitation of an existing non-residential use;
 - (3) Temporary offices for construction and security personnel during the construction of a development for which the city has issued a grading permit or building permit;
 - (4) Standards and requirements for approval. All temporary structures approved pursuant to this section shall meet the following standards and requirements:
 - (5) Location.
 - (a) Temporary structures allowed under Section 8.02 may be located anywhere on site, except within the following areas:
 - (b) Existing vegetated buffers or within the buffer setbacks.
 - (c) Areas designated for future vegetated buffers whether or not vegetation currently exists.
 - (d) Other areas designated on the site and/or subdivision plan for open space, vehicular use, or ingress/egress.
 - (e) For uses other than leasing, sales, and construction activities occurring onsite, setbacks for accessory structures must comply with Tables 4.4 and 4.5.
 - (6) Other requirements.
 - (a) The temporary structure shall be factory-fabricated and transportable.
 - (b) Underskirting shall be installed around all temporary structures requiring site plan approval.
 - (c) In addition to any other off-street parking required on the site, off-street parking shall be provided in accordance with the requirements set forth in Table 7.4.
 - (d) All permits required by applicable building, electrical, plumbing, and mechanical codes shall be obtained from the community services department prior to installation of the temporary structure.
 - (e) Foundation plantings installed in accordance with Section 7.05 shall be required for temporary structures intended for use as temporary offices, except when located on a paved surface or parking lot.
 - (f) A sketch plan containing sufficient information to show compliance with the above standards shall be submitted to and approved by the community services department prior to installation of the temporary structure.
 - (g) Temporary structures used during renovation of legally conforming or nonconforming structure shall be permitted so long as there is an active construction permit on file with the department of community services, not to exceed time limits established in the applicable code sections below.

- (h) Temporary structures are not to include retail sales of new or used merchandise, or other uses not permitted within the zoning district where the structure is located.

(7) Duration.

- (a) Temporary offices used for on-site apartment leasing, real estate sales office, and model sales home are permitted until construction allows for a model/sales office to be opened onsite as determined by the community services director, at which time the temporary office shall be removed.
- (b) All other temporary structures under this section may remain on the site for no more than twelve (12) months. This period may be renewed for up to two 12-month periods, for good cause shown, upon approval of a written request submitted to the Community Development Director thirty (30) days prior to the expiration of the permit. In no event, however, shall such extensions allow the temporary structure to remain on the site for more than three (3) years.



CITY OF VILLA RICA

City Council Packet

**SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Chapter VIII –
SUPPLEMENTARY STANDARDS FOR SPECIFIC USES – Subsection 8.02 (2)
p) Solar Energy Conversion Equipment; and q) Wind Energy Conversion
Equipment.**

CITY COUNCIL AGENDA DATE: December 14th, 2021

PLANNING COMMISSION DATE: November 2nd, 2021

DATE: September 10th, 2021

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

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

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: YES (12/14/2021)

PURPOSE: An amendment to Article 3: Villa Rica Zoning Ordinance amending Section 8.02 – ACCESSORY USE AND STRUCTURE STANDARDS, Subsection 2) PERMITTED ACCESSORY USES AND STRUCTURES, p) Solar Energy Conversion Equipment; and q) Wind Energy Conversion Equipment.

BACKGROUND: Subsection 8.02(2)(p) Energy Conversion Equipment is already included in the Zoning Ordinance. However, it does not have any regulatory standards related to location, placement, permissible zones, aesthetics, impact on adjacent properties or structures, and decommission or abandonment of use. The addition of these regulations is to ensure that solar panels and solar farms are regulated to the extent that they do not have an adverse effect on aesthetics, safety, and wellbeing of surrounding properties and uses. The amendment also includes a portions of section 7.10 – Height Standards related to wind energy conversion systems and includes it in Section 8.02 as q) Wind Energy Conversion Equipment.

STAFF RECOMMENDATION: Staff encourages the adoption of the amendment to Section 8.02(2)(p) Solar Energy Conversion Equipment; and (q) Wind Energy Conversion Equipment of the Villa Rica Zoning Ordinance.

IMPACT: The regulation aims to implement public safety, design aesthetics, and appropriate placement and location of solar panels and solar energy farms within the city of Villa Rica. It also reiterates the regulation of wind energy conversion equipment by adding it to the accessory structure and uses ordinance.

PLANNING COMMISSION RECOMMENDATION: Recommendation to APPROVE on 11/02/2021 – Vote 4-0.

MOTION: I move to APPROVE the amendment to Section 8.02(2) of the Villa Rica Zoning Ordinance to amend subsection p) Solar Energy Conversion Equipment.

.

p) Solar Energy Conversion Equipment.

- i) *Solar Energy System, Building Mounted.* A building-mounted solar energy system shall be subject to the following regulations:



- (1) A solar system, which may include solar thermal panels, solar hot water system panels, and photovoltaic panels, which are mounted to a building or structure, to provide energy primarily for onsite use. Building mounted solar panels may be flushed mounted (i.e., flush to the surface of a building roof or building façade in a manner that the panel cannot be angled or raised), or as one or more modules fixed to frames which can be tilted or automatically adjusted at an optimal angle for sun exposure. A mounted solar energy system is accessory to the building or structure.
- (2) *Location.* Subject to the following restrictions, building mounted solar energy systems shall be allowed in all zoning districts.
- (3) *Placement.*
 - (a) No solar energy system shall be mounted or affixed to any freestanding wall or fence.
 - (b) Panels and building mounts shall be installed per manufacturer's specifications.
 - (c) In residential zoning districts and in the central business district, a solar energy system for aesthetic reasons shall not be located on the front slope of a pitched roof unless no other location for the solar energy equipment is feasible. The City of Villa Rica may require sun and shadow diagrams specific to the installation to ensure compliance with this provision.
- (4) *Glare.* All solar panel energy systems shall be placed such that concentrated solar radiation or glare does not project onto nearby structures or roadways.
- (5) *Height.* With the exception of single-family residential detached structures, building-mounted solar panels or systems shall not exceed four (4) feet above the height of any principal building on the site. For single-family residential detached structures, the height of the solar panels cannot exceed the horizontal peak of the roofline to which they are attached.
- (6) *Permits and code compliance.* A building permit shall be required for installation of all building-mounted solar energy systems.

- ii) *Solar Energy System, Ground Mounted.* A ground-mounted solar energy system shall be subject to the following regulations:

(1) *Location.*

(a) Permitted Districts:

1. C2, Commercial Medium-Density
2. PUD, (non-residential uses in a PUD) Planned United Development
3. AG, Agricultural Residential
4. I2, Industrial Medium –Density
5. I3, Warehouse/Distribution/Logistics
6. OMI – Office Medical Institutional

(b) Prohibited Districts:

1. R1, Single Family Residential District
2. R2, One, Two and Multiple Family Residential District
3. SFA, Single-Family Attached
4. PUD, (residential uses in a PUD) Planned Unit Development
5. MF1, Multifamily, Low-Density
6. MF2, Multifamily, Medium-Density
7. CBD, Central Business District
8. C1, Commercial Low-Density

(2) *Placement.*

- (a) A ground-mounted solar energy system shall not be located within the front yard set-back area set forth in Table 4.4 and 5.5 – Lot Standards. In district where no front yard set-back is required, the ground-mounted solar energy system shall not be located within 30 feet of the road fronting the piece of property.
- (b) A ground-mounted system shall not be located over a septic system, leach field area or identified reserve area unless approved by the health department.
- (c) If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.
- (d) Panels and ground mounts shall be installed per manufacturer's specifications.
- (e) All ground-mounted solar energy systems shall be placed so that concentrated solar radiation or glare does not project onto nearby structures or roadways.
 1. *Maximum area coverage.* A solar energy system shall not exceed fifty (50%) percent of the footprint of the principal building served. For residential properties located in agricultural districts, a ground-mounted solar energy system shall not exceed twenty-five (25%) percent of the footprint of the principal building served.
 2. *Height.* The maximum height of a ground-mounted solar energy system shall not exceed the maximum building height for accessory buildings in the zoning district in which it is located, set forth in Table 4.4 and 5.5 – Lot Standards, or twenty (20) feet, whichever is less.
 3. *Permitting.* A building permit is required for any ground-mounted solar energy system and for the installation of any thermal solar energy system.

iii) *Solar Energy Facility or Solar Farm.* In districts where permitted, a "solar energy facility" or "solar farm," as defined in Sect. 1.08 shall be subject to the following regulations:

(1) *Location.*

(a) Permitted Districts:

1. AG, Agricultural Residential
2. I-2, Industrial Medium –Density
3. I-3, Warehouse/Distribution/Logistics

(b) Prohibited Districts:

1. R1, Single Family Residential District
2. R2, One, Two and Multiple Family Residential District
3. SFA, Single-Family Attached
4. PUD, Planned Unit Development
5. MF1, Multifamily, Low-Density
6. MF2, Multifamily, Medium-Density
7. CBD, Central Business District

- 8. C1, Commercial Low-Density
- 9. C2, Commercial Medium-Density

(2) *Mounting.*

- (a) Solar panels or solar arrays shall be mounted onto a pole, rack or suitable foundation, in accordance with manufacturer specifications, in order to ensure the safe operation and stability of the system. The mounting structure (fixed or tracking capable) shall be comprised of materials approved by the manufacturer, which are able to fully support the system components, in accordance with applicable building permit requirements. Electrical components of the facility shall meet applicable electrical code requirements, and all electrical wires and lines less than 100kV that are used in conjunction with the solar energy facility shall be installed underground.
- (b) Multiple mounting structures shall be spaced apart at the distance recommended by the manufacturer to ensure safety and maximum efficiency.

(3) *Setbacks.*

- (a) A solar energy facility and its appurtenant components and structures shall be set back a minimum of fifty (50) feet from all property lines and 100 feet from any residence.

(4) *Placement.*

- (a) When located in agricultural zoning districts, the solar energy facility shall be located as much as possible to minimize impacts on prime agricultural soils.
- (b) If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.
- (c) Components of the facility shall not be located over a septic system, leach field area or identified reserve area unless approved by the County Health Department.

(5) *Screening.*

- (a) The facility shall be fully screened from adjoining properties and adjacent roads using the natural topography or by installation of an evergreen buffer capable of reaching a height of six (6) feet within three (3) years of planting, with at least seventy-five (75%) percent opacity at the time of planting.

(6) *Height.*

- (a) Freestanding solar panels or solar arrays shall not exceed twenty-five (25) feet in height as measured from the grade at the base of the structure to the highest point.
- (b) Mounted solar panels or solar arrays shall not exceed eight (8) feet above the apex of the structure on which it is mounted or the maximum height for buildings in the zoning district in which it is located.

(7) *Security.*

- (a) Unless 24-hour security guards or video surveillance is provided at the installation, the solar energy facility shall be enclosed by a security fence no less than six (6) feet nor greater than eight (8) feet in height.
- (b) Access gates and equipment cabinets must be locked when not in use.

(8) *Noise.*

- (a) Inverter noise shall not exceed 40dBA, measured at the property line.

(9) *Glare and lighting.*

- (a) The solar energy system components shall be designed with an antireflective coating or at least shall not produce glare that would constitute a nuisance to

occupants of neighboring properties, aircraft, or persons traveling adjacent or nearby roads.

- (b) If lighting is required, it shall be activated by motion sensors, fully shielded and downcast type where the light does not spill onto any adjacent property or into the night sky.

(10) *Maintenance and upkeep.*

- (a) Systems shall be maintained in accordance with manufacturer's specifications. The operator of the facility shall maintain the facility, including all buffer screening, in compliance with the approved plans and shall keep the facility free from weeds, dust, trash and debris.

(11) *Site plan review and development permit.* A site plan reviewed and approved by the planning division shall be required prior to issuance of a development permit. In addition to requirements for site plans generally, the site plan submission shall include the following information: The proposed location and dimensions of all solar panels, inverters, existing and proposed structures, screening, fencing, property lines, parking, access driveways and turnout locations, ancillary equipment, transmission lines, vegetation, the location of any residences on site and within one-hundred (100) feet of the perimeter of the facility, the location of any proposed solar access easements, and standard drawings of solar energy system components.

(12) *Additional submission requirements.* In addition to requirements for information to be provided during the site plan review and development permitting process, the facility shall not be approved for operation until the following are submitted:

- (a) Copy of all lease agreements and solar access easements.
- (b) Where interconnection to an electric utility grid is proposed, the applicant shall submit evidence that the electrical utility provider has been informed of the customer's intent to install an interconnection with the local electric utility grid. A copy of the approval from the local utility must also be provided before operation of an interconnected facility will be authorized.
- (c) A decommissioning plan for the anticipated service life of the facility or in the event that the facility is abandoned or has reached its life expectancy.
- (d) The city may require other studies, reports, certifications, and/or approvals be submitted by the applicant to ensure compliance with this section.

iv) *Decommissioning.*

- (1) The owner of a solar electrical system is required to notify the City of Villa Rica immediately upon cessation or the discontinuation of the operation. The solar electrical system shall be perceived to be discontinued or abandoned if no electricity is generated by such system for a period of twelve (12) continuous months.
- (2) The solar electrical system owner shall then have twelve (12) months in which to dismantle and remove the system including all solar related equipment or apparatuses related thereto included but not limited to buildings, cabling, electrical components, roads, foundations and other facilities from the property. If the owner fails to dismantle and/or remove the solar electrical system within the established time frames, the municipality may complete the decommissioning at the owner's expense.

q) Wind Energy Conversion Equipment.

- i) *Noncommercial Wind Energy Conversion Systems.* Wind energy conversion systems are permissible up to one-hundred twenty (120) feet in height in zoning districts where they are allowed. For propeller turbines, the height shall be measured from the rotor blade at its highest point to the top surface of the wind energy conversion system foundation. For vertical axis turbines, the height shall be measured from the highest point of the unit to the top surface of the wind energy conversion system foundation.
- ii) Rooftop mounted wind energy conversion systems may exceed the permitted height standards for the zoning district in which they are located by up to ten (10) feet.
- iii) *Air Space Requirements.* Nothing in this Ordinance, including the exceptions listed above shall be interpreted as waiving any height regulations related to air transportation. All applicable Federal Aviation Administration (FAA) and State of Georgia restrictions and regulations, including *Federal Aviation Regulation Part 77* and *Objects Affecting Navigable Airspace (FAR Part 77)* shall apply to all structures.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Sandra (Sandy) Minor

Occupation: Realtor/Broker Employer: Self

Home Address: 9605 Coastal Pointe Dr City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: Sandy.minor@comcast.net

Work Phone: () Work E-Mail: MinorRealtyGroup@gmail.com

Cell Phone: (770) 527-9696 Preferred E-Mail: ☒ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? DDA
- b) How long have you been a resident of the City of Villa Rica? 4 Years 4 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I've always had an interest in helping with revitalization of areas and communities. Hoping to benefit and attract the
public, business owners and promote the economic growth and interests for members of the community.

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

APPLICANT STATEMENT

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

Signature



Sandy Minor
Printed Name

11/18/2021
Date

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

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

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

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

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

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

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

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

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PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

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- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to: Alisa Doyal, City Clerk
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Villa Rica, GA 30180

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

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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Downtown Development Authority Board Appointment
AGENDA DATE: 12/14/21

DATE PREPARED: 11/23/21
PREPARED BY: Janet Chumley

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM?: N/A

PURPOSE: The seven-member Downtown Development Authority Board is appointed by the City Council. The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Term: 4 years (staggered). Recommended by board members; Approved by City Council.

BACKGROUND: The DDA Board currently has one open board position via an expired term of Jerry Doyal as of 10/7/21. In the interim the city received three applications requesting to join the DDA. That of Sandy Minor and Rob Smith, and existing member Jerry Doyal.

In the November 22 monthly board meeting the DDA board voted with a majority vote, voted to appoint Sandy Minor to the DDA board. Sandy Minor is to fill the expired term of Mr. Doyal. Her term would be 11/22/2021 until 11/22/2025. Mrs. Minor is a local Associate Broker/Business Center Manager at Keller Williams Cityside and a resident of Villa Rica. Mr. Doyal resigned his position in the public comment section of the November 22nd board meeting.

STAFF RECOMMENDATION: Staff recommends the appointment of Sandy Minor to a 4 year staggered term 11/22/2021 until 11/22/2020.

IMPACT: The DDA would continue at full capacity.

MOTION: I make a motion to appoint Sandy Minor to a 4 year staggered term 11/22/2021 until 11/22/2020.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Main Street Advisory Board re-appointment
AGENDA DATE: 12/14/2021

DATE PREPARED: 11/29/2021
PREPARED BY: Janet Chumley

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM?: N/A

PURPOSE: The seven-member Main Street Advisory Board is appointed by the City Council. Their duties are to promote the program and advise and support the Main Street Manager through the collaboration of four standing committees- Organization, Promotion, Design, and Economic Vitality. The board also works to promote and create a thriving central business district in Downtown Villa Rica. Staggered Terms: 2 or 3 years. Recommended by board members; Approved by City Council.

BACKGROUND: The Main Street Advisory Board currently has one board member whose term expires 12/31/21, Bradford Hegler. He re-applied for the position and requested to serve a 3-year staggered term.

The Main Street Advisory board unanimously voted to re-appoint Bradford Hegler to a 3-year staggered term in the November board meeting. His term would be 12/31/2021 until 12/31/2024.

STAFF RECOMMENDATION: Staff is recommending to re-appoint Bradford Hegler to a 3 year staggered term 12/31/2021 until 12/31/2024.

IMPACT: The Main Street board would continue at full capacity.

MOTION: I make a motion to re-appoint Bradford Hegler to a 3-year staggered term 12/31/2021 until 12/31/2024.



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



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

APPLICANT INFORMATION

Applicant Name: Bradford Hegler

Occupation: Insurance Agent Employer: Bradford Hegler Agency, Inc.

Home Address: 2486 S Carroll Ct City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: bradford.hegler@gmail.com

Work Phone: (770) 456-4000 Work E-Mail: bradford@myagentbradford.com

Cell Phone: (770) 570-9420 Preferred E-Mail: ☒ Home ☐ Work

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

150 Stone St Suite D Villa Rica, GA 30180

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Mainstreet Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 5 Years 11 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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

Business License with the city

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

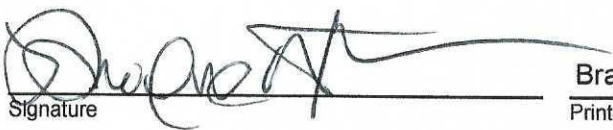
- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

To continue to serve the board and it members for the betterment of downtown Villa Rica

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Signature

Bradford Hegler
Printed Name

11/22/2021
Date

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

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

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

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Professional Services Agreement with RCS Productions, Inc.

AGENDA DATE: 12/14/2021

DATE PREPARED: 12/1/2021

PREPARED BY: Janet Chumley

AMOUNT: \$97,500.00

FUNDING SOURCE: General Fund

GL ACCOUNT #: 100-7550-523880

BUDGETED ITEM? Yes

PURPOSE: Approval of a professional services agreement with RCS Productions, Inc. of Dunwoody, Georgia for 2022 Main Street concert events at The MILL Amphitheater.

BACKGROUND: Main Street plans to run six major events at The Mill Amphitheater during the 2022 season that would require a professional sound and lighting package. They are:

1. West Georgia Jazz Festival on Saturday, April 30
2. Summer Concert #1 Saturday, June 4
3. Thomas A. Dorsey Birthplace Festival Saturday, June 25
4. Summer Concert #2 Saturday, July 9
5. Summer Concert #3 Saturday, August 6
6. Gold Rush Summer Concert #4 Friday, September 9

In previous years the Main Street staff have bid out the sound and lighting equipment and selected and negotiated each entertainment agreement. This has resulted in objections about vendor selection, bid specifications, ancillary expenses, and overall budget considerations.

Outsourcing these services to an experienced production company will allow the City to share in RCS' economies of scale. We will benefit from the vendor's network of entertainers and equipment providers and take advantage of their knowledge of competing venues around the state.

The 2022 budget is for \$104,500.00.

STAFF RECOMMENDATION: Staff recommends we engage RCS Productions, Inc. to provide sound, lighting, and entertainment for our six major events in 2022 for an amount not to exceed \$104,500.00. None of the shows will be ticketed, although tables will be sold in a manner similar to what we did in 2021.

IMPACT: Outsourcing these responsibilities will allow us to improve the quality of our six major concert events in 2022.

MOTION: I move that we authorize the Mayor to execute an agreement with RCS Productions, Inc. of Dunwoody, Georgia to provide sound and lighting equipment, setup, and entertainment for six concert events at The MILL Amphitheater in 2022 for an amount not to exceed \$104,500.00



PRODUCTION SERVICES AGREEMENT

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

TODAYS DATE: November 27, 2021

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

The MILL 2022 Events

DESCRIPTION OF SERVICES

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

April 30th , June 4, Aug 6 & Sep 9th shows

Concert Set Up

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

\$23,200 (total for 4 shows)

Thomas A Dorsey Birthplace Festival June 25th

Festival Set Up

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

\$6050.00

Midnight Star July 9th

Concert Set Up

VUE AL 8 line array PA with 2 outfills
2 side fills
M32 console with iPad
On stage monitor console
On stage audio system with Mics, Monitors, Stands, Cabling, Di & Distribution
IE Monitor system per rider
Backline per Midnight Start Band Band, Tech, Trucking
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage
Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
One (1) Lighting Desk
Two (2) Audio techs
One (1) Lighting tech
One (1) Production coordinator
Four (4) Stagehands \$8250.00

FEE:	\$37,500.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT:	\$18,750.00	DUE BY: 01.21.2022
PAYABLE TO:	RCS PRODUCTIONS	
BALANCE:	\$18,750.00	DUE BY: 06.04.2022
PAYABLE TO:	RCS Productions	
<u>PRODUCTION TO BE PAID IN FULL RAIN OR SHINE</u>		

ADDITIONAL REQUIREMENTS: Purchaser to provide:

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

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

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

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

X _____ *Date* _____ X _____

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR PRODUCTION NEEDS

ADDITIONAL TERMS AND CONDITIONS

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

By: _____
Name: _____
Title: _____



CONTRACT

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

TODAYS DATE: November 26, 2021

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

ARTIST: Various

EVENT: City of Villa Rica 2022 Summer Concert Series

Date	Artist(s)	Concert Cost
Saturday April 30th	Big Sam's Funky Nation	\$8,000.00
Saturday June 4, 2022	Face 2 Face	\$8,650.00
Saturday June 25, 2022	Tommy Dorsey Festival (The Geek Squad)	\$1750.00
Saturday July 9, 2022	Midnight Star	\$26,000.00
Saturday August 6, 2022	Satisfaction	\$6,550.00
Friday September 9, 2022	Rumours	\$9,050.00

Artist Costs

\$60,000.00

VENUE: The Mill Amphitheater **PERFORMANCE TIME:** 8:00PM (9.09 is 7:30pm), ~7pm for any support artists
PURCHASER: City of Villa Rica **REPORT TIME:** TBA
CONTACT: Janet Chumley **RIDER ATTACHED:** Yes
MOBILE: 678.785.1092 **TICKET SCALING:** N/A

FEE: \$60,000.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$30,000.00 **DUE:** January 21, 2022
PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$30,000.00 **DUE:** June 4, 2022
PAYABLE TO: RCS PRODUCTIONS

TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist & Artist Travel

RCS PRODUCTIONS TO SUPPLY: Sound, Lights, Stagehands, S&L Techs, Trucking, on site production/show coordinator, Backline for Big Sam & Midnight Star (under separate agreement)

PURCHASER TO SUPPLY: Stage, Power, Permitting, Artist Accommodations (Big Sam, Face 2 Face, Midnight Star) Hospitality, & Green room.

PURCHASER: City of Villa Rica
NAME: Gil McDougal

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Stephen Moore

x _____ DATE _____

ADDRESS:

571 W Bankhead Highway
Villa Rica, GA 30180

x _____ DATE _____

ADDRESS:

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

PURCHASER:

By: _____
Name: _____
Title: _____

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

PRODUCTION SERVICES

Permitting

Power

RCS Productions is providing production services under a separate agreement

PARKING:

Access for Band and Crew Trucks.

SECURITY:

As per city

MERCHANDISING AREA:

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

Accommodations:

Purchaser to provide hotel accommodations at a Holiday Inn Express or similar quality property for Big Sam's Funky Nation (6) rooms for one night, Face 2 Face – Four (4) Double rooms for One (1) night, Midnight Star – Nine (9) rooms for up to Two (2) nights.

DRESSING ROOMS

Purchaser to provide private dressing room for Artist

HOSPITALITY:

Purchaser to provide Dinner and basic hospitality per Artist's rider to be advanced by RCS Productions. Please include RCS staff & crew in all meal numbers.

x _____
Gil McDougal – City of Villa Rica

x _____
Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Biometric Screenings Agreement

AGENDA DATE: December 14, 2021

DATE PREPARED: December 2, 2021

PREPARED BY: Sarah Andrews

AMOUNT: \$16,175

GL ACCOUNT #: 610-1540-571040

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To discuss agreement with Health 180 for biometric screenings.

BACKGROUND: Council approved the biometric screenings at the October 12, 2021 meeting, with the presentation of a quote. The agreement was received in December after a tentative date was set. When the City Attorney reviewed the agreement, he had a few notes, which were sent back to the vendor. One of the proposed edits, which is in regards to the choice of law and venue provisions should we ever have to go to court, was not accepted.

As discussed in October, we have used this company for three previous biometric screenings. Using them again would continue to give us comparative data.

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the City Attorney to approve the agreement with Health 180.



BIOMETRIC SCREENING SERVICES AGREEMENT ("AGREEMENT")

I. Client Information ("Client").

Client Name	<u>City of Villa Rica</u>	Billing Address	<u>101 Main Street</u>
Contact Person	<u>Sarah Andrews</u>	Billing City	<u>Villa Rica</u>
Contact Person Phone	<u>678-840-1223</u>	Billing State	<u>GA</u>
Contact Person Email	<u>sandrews@villarica.org</u>	Billing Zip Code	<u>30180</u>

II. Health 180 Information ("Health 180").

Address 7975 Stone Creek Drive, Suite 110
City, State, Zip Chanhassen, MN 55317

III. Biometric Screening Services to Be Provided Under This Agreement.*†

Product/Service	Description/Comment	Proposed Date	Price	Qty./Min.	Total
Biometric Screening (On-Site Screenings)	Health 180 50pt – Chem 30, Hba1c reflex, bios, height, weight, BP, BMI & waist circumference	1/25/2022 & 1/26/2022	\$95	25-person minimum per onsite event	TBD
Hba1c Reflex	Glucose reading 110+		\$10 each	N/A	TBD
Off-Site Screening	Screenings held at a LabCorp or Contracted Lab		\$110	N/A	TBD
Results Mailed	Results packet mailed		\$7 each	N/A	TBD
Estimated Travel Expense	Billable miles		.50/mile	N/A	TBD
Premium Hours	Between 8:00 pm – 6:00 am		\$25	N/A	TBD
Registration Staff	Provided		\$200 each	N/A	TBD
Hotel Charge	If needed for Technician		TBD	N/A	TBD
Additional Technician	To shorten the length of an event		\$250 per event	N/A	TBD
Small Site Fee	For locations with fewer than 25 participants		\$325 per event	N/A	TBD
Total Amount					TBD

* These products and/or services are subject to the Terms and Conditions of this agreement and the terms identified in Exhibit A, which is incorporated by reference.

† The products/services, descriptions/comments, proposed dates, prices, quantities/minimums, totals, and total amount apply only to the first service year of this agreement.

IV. Promotional Contract Rates

<i>Year</i>	<i>Product/Service</i>	<i>Description</i>	<i>Price</i>	<i>Qty./Min.</i>	<i>Total</i>
2022	Biometric Screening	Health 180 50pt	\$95 promotional rate for on-site screenings held in 2022. Service Agreement needs to be signed and in-house at Health 180 by 12/31/2021 to lock in.	25-person minimum	TBD

V. Effective Date.

_____12/3/2021_____

VI. Committal.

Upon execution of this Agreement, Client and Health 180 accept and agree to all applicable terms and conditions in this Agreement.

Health 180

City of Villa Rica

by _____

by _____

its _____

its _____

date _____

date _____

TERMS AND CONDITIONS

1. Biometric Screening Program. Health 180 shall provide the biometric screening services set forth in this agreement (with such services referred to herein as the “Biometric Screening Services”) to Client’s employees and immediate family members (the “Participants”). The Biometric Screening Services under this Agreement shall be those identified in Section III above and Exhibit A (attached). The Biometric Screening Services offered by Health 180 are subject to change at any time, and in Health 180’s sole discretion.
2. Pricing and Payment. The initial prices charged to Client for the Biometric Screening Services are subject to change from time to time in Health 180’s sole discretion. Health 180 shall invoice Client for the Biometric Screening Services on a monthly basis, or on such other schedule as deemed appropriate by Health 180, and Client agrees to pay each invoice in full within thirty (30) days of receipt.
3. Authority. Client and Health 180 understand and acknowledge that their relationship is that of independent contractors with no authority to control the other, bind the other to any obligations or to legally represent the other. The parties further agree that they will take such actions or execute such documents as may be required to establish that each is an independent contractor without authority to legally represent or bind the other.
4. Third Party Providers. Client acknowledges and agrees that Health 180 may contract with third party providers to provide some of the Biometric Screening Services. In the event Client elects to terminate this Agreement pursuant to Section 11(c) below, Client shall be responsible for any amounts due from Health 180 to any third party providers for contracts for services to be provided to Client extending beyond the termination date.
5. Expenses. Each party shall pay all of its own costs and expenses, including but not limited to any administrative expenses, related to carrying out its duties under this Agreement.
6. Restrictions.
 - (a) Exclusivity. During the term of this Agreement, Client agrees that Health 180 shall be its exclusive provider of the services set forth in Section III directly to the Participants through the Client (not including any services included in the Participants’ health care benefits plan), and Client will not, directly or through any third party, contract for the provision of the same services set forth in Section III for the Participants. The foregoing sentence, however, shall not apply to the continuation of any biometric screening services provided to Client by third parties that have been instituted by Client prior to the execution of this Agreement, which may include height, weight, BMI and waist circumference.
 - (b) Nonsolicitation. Client agrees that during the term of this Agreement, and for a period of one (1) year following its termination (the “Restricted Period”), Client shall not solicit, hire, entice away, employ, offer to employ, or discourage from working for Health 180, any person who is, or was, an employee of Health 180 on or after the Effective Date.
7. Confidentiality. At all times, both during the term of this Agreement and after its termination, each party (the “Receiving Party”) shall keep in strictest confidence and trust all Confidential Information (as defined below) of the party disclosing such information (the “Disclosing Party”), and shall not use, disclose or reproduce, or cause or permit the use, disclosure or reproduction of, any such Confidential Information without the prior written consent the Disclosing Party. The Receiving Party shall require that all of its employees, agents, independent contractors and subcontractors agree to the same confidentiality provisions as are contained herein. For purposes of this Agreement, “Confidential Information” shall mean any and all pricing of products and services, financial information, profit margins, biometric and health coaching services, the identity and contact information for vendors, suppliers, or third parties that Disclosing Party works with, health management systems, software, and platforms, customer lists, report formats, layouts, and items, reporting methods, marketing plans, sales plans, product and service information and product and service development plans and all other information to which the Receiving Party gains access during the term of this Agreement that is designated as confidential by the Disclosing Party or which the Receiving Party should reasonably understand from the context to be confidential, but will not include any information which is or becomes publicly available through no fault of the Receiving Party. The parties hereby acknowledge and agree that any breach of their obligations under this Section 7 may cause the Disclosing Party irreparable injury and damage which may not be reasonably or adequately compensated by money damages and, therefore, the parties expressly agree that the Disclosing Party shall be entitled to injunctive or other equitable relief to prevent a breach of this Section 7, in addition to any other remedies available to the Disclosing Party.
8. Intellectual Property. Client acknowledges and agrees that for all purposes, all intellectual property owned by Health 180, including but not limited to, all patents, trademarks, trade names, copyrights, and any other proprietary information, constitutes the exclusive property of Health 180, and cannot be used by Client, except for the limited purpose of administering and providing information regarding the Biometric Screening Services to the Participants pursuant to this Agreement.
9. Indemnification.

- (a) Indemnification by Client. To the fullest extent permitted by law, client shall indemnify and hold harmless Health 180, its affiliates and subcontractors and their respective officers, directors and employees from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees, court costs and other expenses of litigation) (collectively, "Damages") caused by or arising out of the acts or omissions of Client, except to the extent the Damages were caused by the willful misfeasance, bad faith or gross negligence of Health 180.
- (b) Indemnification by Health 180. Health 180 shall indemnify and hold harmless Client, its affiliates and subcontractors and their respective officers, directors and employees from and against any Damages caused by or arising out of the acts or omissions of Health 180, except to the extent the Damages were caused by the willful misfeasance, bad faith or gross negligence of Client.

10. Limitation of Liability.

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES REGARDLESS OF THE NATURE OR CAUSE OF SUCH DAMAGES OR REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER REGARDLESS OF THE NATURE OR CAUSE OF ANY SUCH LIABILITY IN EXCESS OF AMOUNTS OF INSURANCE COVERAGE REQUIRED TO BE MAINTAINED HEREUNDER.
- (b) IN NO EVENT SHALL HEALTH 180 BE LIABLE TO CLIENT OR THE PARTICIPANTS FOR DAMAGES CAUSED BY THE TERMINATION OF CONTRACT, REVOCATION OF LICENSE, FILING OF BANKRUPTCY, DISSOLUTION, MERGER, ACQUISITION OR OTHER EVENT OF ANY OF HEALTH 180'S THIRD PARTY AGENTS, VENDORS, OR SUPPLIERS, WHICH MAKES IT UNDULY BURDENSOME, IMPOSSIBLE, OR ILLEGAL FOR HEALTH 180 TO PERFORM UNDER THIS AGREEMENT.

11. Term; Default; Termination.

- (a) Term. This Agreement shall be in full force and effect for one year as agreed to and indicated in Section IV of this Agreement the "Term"). The Term shall commence on the Effective Date.
- (b) Termination by Either Party. Either party shall have the right terminate this Agreement by giving notice in writing to the other in any of the following events:
- (1) Any breach of this Agreement by either party not cured within thirty (30) days after written notice thereof; or
 - (2) If either party, or any entity affiliated with either party by common control, becomes bankrupt, insolvent, or subject to a Petition for Bankruptcy; is dissolved; makes an assignment for the benefit of its creditors; enters into receivership proceedings; or discontinues active operation of its business for any reason.
- (c) Effect of Termination. Upon the termination of this Agreement for any reason, Health 180 shall immediately cease offering the Biometric Screening Services to the Participants and Client shall immediately cease offering or promoting the Biometric Screening Services and return any Confidential Information received from Health 180.
12. Cancellation Policy. If Client terminates this Agreement prior to the completion of a Booked Screening, as defined in Exhibit A, Section C, or cancels a Booked Screening, Client will be responsible for reimbursing Health 180 for all non-refundable hard costs (i.e. hotel bookings, shipping, staffing, organization time, supplies, etc.) that Health 180 has incurred to the date of its notification of the termination or cancellation; provided, however, that if Client terminates this Agreement prior to the completion of a Booked Screening or cancels a Booked Screening within two weeks of the date of a Booked Screening, Client will be responsible for paying Health 180 100% of the charges and expenses payable to Health 180 for such Booked Screening.
13. Assignment. Neither party hereto may assign this Agreement without the express prior written consent of the other party.
14. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to such state's conflicts of law's provisions. Any disputes concerning this Agreement or the breach thereof, shall be exclusively venued in the state courts of Minnesota located in Hennepin County, Minnesota, or the federal courts of the District of Minnesota. The parties hereby consent to the exclusive jurisdiction of and service of process of such courts.
15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by express delivery service, or by confirmed facsimile, effective when delivered, or if mailed, by registered or certified mail (return receipt requested), effective three (3) business days after mailing, to the parties at the addresses set forth in this Agreement (or at such other address for a party as shall be specified by like notice).
16. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

17. Waiver. The waiver of any term of this Agreement shall be limited to the circumstance or event referred to therein and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Entire Agreement. This Agreement and its Exhibits embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings among them with respect to such subject matter. There are no restrictions, promises, representations, warranties (express or implied), covenants or undertakings of the parties other than those expressly set forth or referred to in this Agreement and its Exhibits.
20. Force Majeure. The failure of either party to perform in accordance with this Agreement will not be a breach if such failure is caused by or arises out of acts of God, acts of government, strikes or labor difficulties, fire, delays caused by carriers, or any other cause which is beyond the control of and without the contributing fault of the party failing to perform.
21. Validity. If any term, provision, covenant, agreement or restriction of this Agreement is held by a court of competent jurisdiction or arbitration panel to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, agreements and restrictions of this Agreement shall continue in full force and effect and will in no way be affected, impaired or invalidated.
22. Billing. Within 7 days of the confirmation of each project, Client shall pay to Health 180 the greater of 25% of the total cost of all Booked Screenings or the cost for the 25-person minimum of the Booked Screening. Client shall pay to Health 180 the remainder of payment within 30 days following the receipt of invoice for each project. Screening fees arising from off-site screening will be invoiced periodically as individual screenings occur. Client understands and acknowledges that Health 180 incurs significant financial commitments in association with the rendering of these services that require prompt payment. Health 180 reserves all legal rights to remedy and collection for failure to pay.
23. Service Policy. Client agrees to a two-percent (2%) service charge per month on all invoices not paid within thirty (30) days of receipt of the invoice.
24. Event Duration. Screening events require a minimum of four (4) to six (6) hours of on-site morning staff time (including set up and tear down) and additional charges may be incurred. Afternoon shift minimum is two (2) to three (3) hours of afternoon staff time. Specific event length and date(s) to be determined by Health 180 Account Manager using estimated participation per location. Client acknowledges that modification of minimum event duration may result in additional staffing fees invoiced to Client.

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Exhibit A

This Exhibit A further defines the services to be provided by Health 180 to Client pursuant to that certain Biometric Screening Services Agreement between the Parties.

A. GENERAL TERMS

1. Booked Screenings (as defined in Section C) will take place in a room large enough to compliment the amount of employees being screened. Client will provide sufficient tables, chairs, and 110V outlets.
2. Client will provide a person to be designated as the site coordinator to serve as the main point of contact and either work or assign a staff member to the registration table for each Booked Screening. Site coordinator will also be responsible for printing all applicable paperwork prior to the start of each screening event.
3. Health 180's vendor will remove all waste from site.
4. Client agrees to adhere to all Health 180 protocols including but not limited to screening room specifications, staffing protocols, and HIPAA and OSHA compliance requirements. A 5 hour + screening day per technician is factored in with standard pricing. If additional techs are needed in the event that a shortened screening time period is requested, additional fees may apply.
5. Screenings in Alaska and Hawaii will be billed at 1.5 times the standard rates.
6. The number of employees that can be screened per day will depend on staffing availability for each region. Typically Health 180 can screen at least 150 employees per day.
7. The amount of technicians sent to each location per day will follow the below format in most cases:

<u>Number of technicians</u>	<u>Number of employees</u>
1	<25
2	25-50
3	51-75
4	76-100
5	101-150
6	151-175

8. If multiple shift screenings are needed, additional fees may apply.
9. If extensive travel is required (more than 40 miles' roundtrip from one of the Health 180 affiliated office locations or technicians), a .50/mile travel fee will be added per technician.
10. If extensive travel or scheduling needs warrant hotel stays, hotels will be booked with 2 technicians to a room, \$130 maximum per night guidelines when gender permits, and Client agrees to pay for travel and hotel expenses.
11. Booked Screenings on weekends, holidays, and between the hours of 8pm and 6am (including set up and break down), will have an additional \$25 per hour, per tech fee associated with them.
12. Client must provide at least 6 weeks' advanced notice prior to a Booked Screening. Booked Screenings with less than 6 weeks advanced notice will be considered on a case by case basis and will depend on staff availability.
13. Each on-site Booked Screening must include a screening minimum of 25 employees. Any Booked Screening event with a 1-hour break or longer between screenings will be considered as separate Booked Screenings and subject to additional charges (several Booked Screenings can happen in one day – one at 6am with 57 employees, another on the same day at 11pm with 35 employees). For example, if the Client wishes to split up screenings throughout the day with a 1-hour break or longer between them, the Client will be charged for multiple Booked Screening fees.
14. All Booked Screening packages include:
 - Individual online reports for each participant.
 - Corporate aggregate report (only available with 25+ completed screenings).
 - Marketing flier templates.
 - Online scheduling system and our 800 line.
 - Designated project management team.
 - Event staffing.
 - Lab processing fees, screening supplies and shipping cost.
 - Implementation fees / site fees / setup fees.

B. STANDARD PACKAGE AND PRICING FOR BIOMETRIC SCREENINGS

HEALTH 180 PACKAGE (Veni):

Panel Description	Cost Per Screening
Health 180 Package - Includes Chem. 30 panel* with glucose to HbA1c reflex**, CBC w/diff, blood pressure, height, weight, waist circumference, and BMI.	\$95.00 / On-Site Screening \$110.00 / Off-Site Screening

***Health 180 Package Includes:** Total Cholesterol, HDL, LDL, VLDL, Triglycerides, LDL/HDL Ratio, Total/HDL Ratio, Estimated CHD Risk, Glucose (with HbA1c Reflex if applicable), Total Protein, Albumin, Total Bilirubin, Alkaline Phosphatase, LDH, GGT, AST, ALT, Globulin, A/G Ratio, BUN, Creatinine, BUN/Creatinine Ratio, Sodium, Potassium, Chloride, Calcium, Phosphorus, Uric Acid, Carbon Dioxide, Iron, WBC, RBC, Hemoglobin, Hematocrit, MCV, MCH, MCHC, RDW, Platelets, Neutrophils (Absolute), Lymphs (Absolute), Monocytes (Absolute), EOS (Absolute), EOS (Absolute), Basos (Absolute).

****Glucose to HbA1c reflex – for any individuals with a glucose results over 110, the test will reflex to an HbA1c test. Additional cost is \$10 per reflexed HbA1c.**

Venipuncture Add-ons (these additional tests can be added to the package above, pricing listed is the cost per screen)

PSA	\$25
Thyroid Panel plus TSH	\$30
TSH	\$15
Nicotine/Cotinine	\$25
Vitamin D	\$40
HbA1c	\$15

ADDITIONAL SERVICES (can be added to on-site venipuncture, pricing listed is the cost per screen)

Body Fat %:	\$6
Waist to Hip Ratio:	\$6
Cotinine Swab	\$18
Mailed reports:	\$7/report
Registration Staff:	\$200/event

C. SCHEDULING PROCESS FOR BIOMETRIC SCREENINGS

1. CLIENT will be provided with a Screening Request Form that must be filled out and submitted for the Screening.
2. Included in the Screening Request Form will be a section where a **minimum number** of employees must be established for each location. It is that number that Health 180 will use to establish the number of staff required for a Booked Screening as well as how many supplies to order for each Booked Screening. Health 180 will plan for that minimum number, plus an additional 10%. So if a minimum of 200 employees is agreed upon, Health 180 will have enough supplies and staff available to screen up to 220 employees. CLIENT will be financially responsible for the minimum number established – and the standard per person charges for actual usage for anything over the established minimum. Client may adjust event minimums without penalty at any time before ten (10) business days prior to each event. Client will be financially responsible for the committed event minimums listed as of the date ten (10) business days prior to the event.
3. Upon receipt of a Screening Request Form, Health 180 will verify that staffing is available and inform CLIENT of any additional costs that may be associated with Screenings (mileage, hotels, etc.) within 3-6 business days after receipt.
4. Once Health 180 has confirmed availability, Health 180 will confirm with a CLIENT that the event is to be put into the system as a Booked Screening. Once a Screening has been verified to book (“Booked Screening”), all cancellation policies will apply.
5. Health 180 will provide support to site coordinator and CLIENT as indicated.

D. SCREENING PROCESS (typical)

1. Once a Booked Screening is verified, Health 180 will immediately reserve staff and put the Booked Screening into its system.
2. 4 weeks prior to the beginning of each Booked Screening, Health 180 will release the scheduler and provide marketing templates to each client to be used as e-blasts or fliers.
3. Health 180 will also provide the “How it Works” document which provides a general overview of what to expect and how to prepare for a Booked Screening.
4. Health 180 lead technician will call the site contact 1-2 days before the Booked Screening is scheduled to begin. He or she will confirm the address, screening times, and go over room specifications and set up.
5. Health 180 technicians will arrive 30-60 minutes prior to each screening time, and will need about 30 minutes following the completion of all screenings to pack up.
6. Health 180 technicians will send all collected paperwork back to Health 180 headquarters to be entered/scanned into Health 180’s system. Reports are typically available in 3-5 business days for individuals, 10-14 days after off-site closes for aggregate.

E. OFF-SITE SCREENING PROCESS

1. Individuals must register online through the scheduling system for any Off-Site screens. Upon receipt of the online order, Health 180 will email a lab requisition to the employee which they must take with them to the lab or clinic selected during registration.
2. Once processed, employees will be sent a results ready email. At that time, they can access the online scheduling system and view their results.

F. PAYMENT FOR BIOMETRIC SCREENINGS

1. Within 7 days of the confirmation of each project, Client shall pay to Health 180 the greater of 25% of the total cost of all Booked Screenings or the cost for the 25-person minimum of the Booked Screening. Client shall pay to Health 180 the remainder of payment within 30 days following the receipt of invoice for each project.
2. Client understands and acknowledges that Health 180 incurs significant financial commitments in association with the rendering of these services which require prompt payment. Health 180 reserves all legal rights to remedy and collection for failure to pay.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Parkson Drum Screen Refurbishment

AGENDA DATE: December 14, 2021

DATE PREPARED: December 1, 2021
PREPARED BY: John Bain

AMOUNT: \$ 56,506.00
GL ACCOUNT #: 505-4330-522220
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To engage with Parkson, the manufacturer of the West Plant drum screens, for the refurbishment of the two screening structures.

BACKGROUND: The two existing drum screens have been in service since plant construction, and are in need of refurbishment. These two structures screen out all small particulates prior to entry into the head works and treatment processes, and run continuously. Over time, wear parts need replaced and the drums need to be removed, repaired, and reset. Adjustments on the equipment are also needed over time. The screens are no longer providing adequate screening of the incoming flow to the plant.

Being proprietary equipment, only the manufacturer can supply the equipment. Quotes were received on parts only, and parts and labor. Staff recommends utilizing Parkson for both materials and labor at this time.

Company	Project Cost
Parkson	\$ 56,506.00

STAFF RECOMMENDATION: Staff recommends engaging with Parkson for the materials and labor necessary for the refurbishment of the two West Plant drum screens, at the cost of \$56,506.00

IMPACT: The project will allow staff to adequately screen all incoming flow to the treatment facility prior to the treatment processes.

MOTION: I move we engage with Parkson for the refurbishment of the two drum screens, at a cost of \$ 56,506.00.

Quotation

NUMBER: B03401386 Rev 2

DATE: November 29, 2021

TO: Tallapoosa West WPCP
185 Barber Industrial Court
City of Villa Rica, GA 30180
Attn: John Bain
Tel: 470-249-6723
E-Mail: jbain@villarica.org

REF.: Project Name: Tallapoosa West
Project Location: Villa Rica, GA
Original Serial #: 340648

Parkson Corporation proposes the reconditioning of your existing Rotoshear™ Rotary Drum and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

ITEM 1 ROTOSHEAR™ ROTARY DRUM

Existing Units: 2
Unit #: 340648
Model: HRS6072DVT

1.A The following parts are recommended for replacement on one unit:

Project Name: Villa Rica, GA (West)
Model: HRS6072DVT

<u>Item Description</u>	<u>Quantity</u>
Trunnion Wheel Assembly	4
Trunnion Wheel Shaft	4
Drive Sprocket	1
Driven Sprocket	1
Stabilizer Pad	2
Chain	20



ITEM 2 OFFERINGS

2.A **Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit)**.....**\$28,253.00 USD**

1. To ensure work site safety customer/owner is responsible for placing unit on a level surface (if applicable).
2. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
3. All parts listed in [1A] above.
4. Parts will be shipped F.O.B. Point of Manufacture, freight allowed to jobsite.
5. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request. Additional start-up service can be purchased for \$1,200 per day plus travel and living expenses.

2.B **Parkson Certified On-site Rebuild by Owner with OEM Parts and Parkson Supervision (Per Unit)**.....**\$21,182.00 USD**

1. To ensure work site safety customer/owner is responsible for placing unit on a level surface (if applicable).
2. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
3. All parts listed in [1A] above.
4. Parts will be shipped F.O.B. Point of Manufacture, freight allowed to jobsite.
5. Taxes excluded.

Field Service Supervision / Start-Up Assistance - Included

Parkson will furnish one factory representative as required to provide rebuilding supervision, and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

2.C **Parkson OEM Certified Parts Only (Per Unit)**.....**\$14,702.00 USD**

1. Owner is responsible for all field work.
2. Parts listed in [1A] above (only).
3. Parts are F.O.B. Point of Manufacture, freight included.
4. Taxes excluded.

ITEMIZED PRICING

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Trunnion Wheel Assembly	4	\$985.00	\$3,940.00
Trunnion Wheel Shaft	4	\$622.00	\$2,488.00
Drive Sprocket	1	\$1,435.00	\$1,435.00
Driven Sprocket	1	\$3,611.00	\$3,611.00
Stabilizer Pad	2	\$151.00	\$302.00
Chain	20	\$64.00	\$1,280.00
Freight and Engineering Hours	1	\$1,646.00	\$1,646.00

ITEM 3 OPTIONS FOR EXISTING UNITS(S) ONLY

1. Add/Deduct..... **USD**

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- ☒ Submittal Phase not required on this project.
- ☒ Parts availability: 8 - 10 weeks following receipt of acceptable written Purchase Order.
- ☒ Field/on-site rebuild will be accomplished within 4-6 weeks after parts are delivered to customer, but in no event later than 90 days.
- ☒ Rebuild must be completed within 90 days after parts arrive on-site.

4.B Validity:

- 1. ☒ Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

4.C Payment Terms:

- 1. ☒ 90% net 30 days upon shipment of parts to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

- 1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) on-site certified rebuild, or b) on-site supervised, certified rebuild.
- 2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.



5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|--------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | Not required |

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/AFM-terms.pdf>.

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist.

Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

BUYER/OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

- Upon disassembly in our shop or on site if any unforeseen parts or structural repairs are required, Parkson Corporation will notify the customer prior to commencement of any repairs beyond original quoted scope. The costs for these items will be added to the scope of work.
- High pressure wash the unit / clean of all solids. Additional charges and delays will occur if our factory has to send equipment out for cleaning and solids disposal.
- Anchor bolts.
- Unloading parts when they arrive on site.
- Care and storage of rebuild components upon receipt at customer site.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Compatibility of equipment materials of construction with process environment.
- Electrical connection and interconnecting wiring, conduit, etc. between control panels, motors and equipment and measuring instruments.
- Interconnecting piping.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.
- Dumpster for all old parts [on site rebuild].



Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Marty Unger

Accepted By: (Herein called the Buyer)

PARKSON CORPORATION
1401 West Cypress Creek Road #100
Fort Lauderdale, FL 33309-1969

Name: Marty Unger
Title: Regional Sales Manager – Aftermarket
Date: 11/29/2021
Phone: 954-383-1757
Email: MUnger@parkson.com

Name
Title:
Date:

Enclosures:

Local Rep:

Corey Hagemann
The TDH Company
[3225 Shallowford Rd, Suite 410 | Marietta, GA 30062](https://www.tdhco.com/locations/marietta)
P 770.509.1808 | C 678.488.6043
Email: chagemann@tdhco.com | Website: www.tdhco.com



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Bivins Wastewater Lift Station Control Panel

AGENDA DATE: December 14, 2021

DATE PREPARED: December 1, 2021
PREPARED BY: John Bain

AMOUNT: \$ 20,941.00
GL ACCOUNT #: 505-4330-541200
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To engage with Goforth Williamson, Incorporated for the purchase and installation of the Bivins Road Pump Station control panel.

BACKGROUND: The existing panel was installed in April, 2000, and is now in need of replacement due to the condition of the electrical components. The condition of the panel has caused occasional interruptions in service, as the electrical components had not performed as intended. The replacement panel will serve the station pumps and will improve operational reliability.

Three quotes were received, with Goforth Williamson, Inc being the low bidder.

Company	Equipment Price
Goforth Williamson, Inc	\$ 20,941.00
Alabama Motors and Pump Services	\$ 36,465.00
PRB Electronics, Inc	\$ 45,699.14

STAFF RECOMMENDATION: Staff recommends engaging with Goforth Williamson for the purchase and installation of the replacement control panel for Bivins Road Pump Station, at the cost of \$ 20,941.00.

IMPACT: The purchase will improve the operation of the wastewater lift station and improve the electrical protection of the pumps.

MOTION: I move we engage with Goforth Williamson, Inc for the purchase of the replacement control panel, at a cost of \$ 20,941.00.



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: C218180

Date: 09-Nov-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Eric Broz
 City Of Villa Rica
 Bivins Rd. LS
 224 Bivins Rd. House Address across St.
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Bivins Rd. Control PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
	Line: 001 Part: GWI PANEL Bivins Rd. Control Panel "Pump station control panel will control 2 pump motors in a lead/lag arrangement. The lead pump will alternate, and the level will be controlled by 4 Floats. The pumps will be Grundfos brand pumps, 39 horsepower. The station voltage will be 480V/3-phase. Control panel to include: - (1) N4X, 48x36x12, WM, DF - (1) 100 Amp Main Lug - (2) 200-525VAC, 63A, 120V Control Soft Start + Circuit Breaker - (1) Duplex receptacle on dead front with 20A breaker - (1) Control Power Transformer, open, 120V, 2kVA, pri & sec fuses + control breaker - (1) MPE Alternating relay, 120VAC, 8-pin, with lead/lag sw and test button + socket - (2) Grundfos Seal-Fail relays and bases - (2) RUN light, HOA switch, elapsed time meter (per pump) - (1) 4 Pilot lights for level, 30mm - (2) 30mm Overload Tripped 1 & 2 Lights - (1) Alarm dome light, horn, and silence pushbutton - (1) Dual voltage phase monitor, 200V-525V/3-phase - (1) surge suppressor 480v 3/ph - (1) Dry Contacts For SCADA as required - (1) Generator Alarm w/ dry contact for SCADA - (4) Conery Floats NO/NC 50 FT Cable - Full functional testing at panel shop - Dry contacts and terminals for high level signal to customer SCADA - UL labeling - Drawing package including wiring schematics, layout, and field connections - All terminals, wires, and components inside panel labeled per drawings	Expiration Date: 09-Dec-21 Rev:		



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: C218180

Date: 09-Nov-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Eric Broz
 City Of Villa Rica
 Bivins Rd. LS
 224 Bivins Rd. House Address across St.
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	ea - Panel nameplates labeled per drawings or specifications - Panel rated for 5kA short circuit current rating unless otherwise specified CONTROL PANEL TERMS OF QUOTATION: - Panel is built by a certified UL508A panel shop. - Panel is quoted with one year warranty from date of delivery. - Shipping charges are included on this quotation. - Tax not included unless specifically stated on this quotation. - Unless explicitly listed in this quotation, this quote excludes: motors, internal motor sensing devices, mounting hardware, field disconnects, junction boxes, automatic transfer switches, remote operator devices, field installation, startup, field wiring, field devices, level transducers, floats or other level devices, generator receptacles, or generator plugs. - One copy of electronic drawings provided with this quotation which includes wiring schematic, panel layout, and bill of material. - As-built drawings will be laminated and pasted to inside of panel door. - Full hardware submittal with data sheets included in price and will be provided upon request from customer. - Engineering time for submittals will be billed if the job is cancelled after submittals have been started. - Quote is based on information provided at the time of the quote, incorrect or incomplete information may void the quote. - GWI not responsible for omitted specs/plans/information at time of quotation. - Custom control panels, after fabrication has begun, are non-cancellable and non-returnable. - No warranty will be provided on customer supplied parts. - Typical submittal lead time is 2 weeks contingent on panel complexity. - For a custom written O&M manual, add \$1,200 to this quotation. - Electronic submittals included. Add \$60 for each hard copy of submittals required. - Add 6% per additional year of extended warranty (up to 5 additional years)"	\$15,386.00	\$15,386.00	



Goforth Williamson, inc.

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 Mail To: 373 O'Dell Road
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 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

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Date: 09-Nov-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Eric Broz
 City Of Villa Rica
 Bivins Rd. LS
 224 Bivins Rd. House Address across St.
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 002 Part: PANEL INSTALL Biven Rd. install & Start up Installation to include: • De-terminating and disconnection of existing panels if applicable • Removal (and haul off if requested) of existing panels if applicable • Securing new panels to floor, wall, or posts • Securing all grounding • Connecting any conduit hubs to panel • Pulling any field wiring if necessary • Ensuring all field wiring is of proper length and proper type • Re-terminating of all wiring in new panels • Cleaning of work area *For each panel, pumps must be able to be taken out of service during work to be performed and main power feed ahead of each panel must be electrically disconnected. *Extra costs may be incurred if conduit entry is cemented or permanently sealed between control panel and wet well. Startup to include: • Setting parameters of all controllers or programming any devices • Checking rotation of any pumps • Ensuring that all field signals are wired correctly and received correctly • Testing of new panels for accurate and expected operation • Making panel production ready • Check out with customer upon verification of operation Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed, or additional parts supplied prior to approval.	Expiration Date: 09-Dec-21 Rev:	\$5,305.00	\$5,305.00



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: C218180

Date: 09-Nov-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Eric Broz
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 Bivins Rd. LS
 224 Bivins Rd. House Address across St.
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 003 Part: SHIPPING & HANDLING CHARGES Shipping & Handling Charges In Bound Standard Ground Shipping Charges ea	Expiration Date: 09-Dec-21 Rev:	\$250.00	\$250.00
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.	Total:	\$20,941.00	



1471 S Tallassee Street
P O Box 951
Dadeville, AL 36853
256-825-0477 P 256-825-4418 F

Estimate

Date	Estimate #
12/1/21	120122

Bill To

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

Ship To

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

		P.O. No.	Terms	Rep
			Net 20	KJ
Item Code	Description	Qty	Price Each	Total
1068	Parts-Duplex Control Panel Rated For 40HP, 480V/3PH, Stainless Steel Enclosure, Soft Starters With Remote Displays On Dead Front, External Bypass Contactor, Alternator, ETM's, TVSS, Phase Monitors, 4 Float Level Control	1	28,965.00	28,965.00
1051	Field Service-Removal Of Existing Control Panel, Installation Of New Control Panel W/ Stainless Steel Hardware, Wiring Of New Control Panel, Installation & Wiring Of New Float Switches. Done In One Day For Limited Shutdown Of Wetwell, Includes Any Electrical Supplies Needed Such As Wire, Conduit, Connectors, Etc.	1	7,500.00	7,500.00
Estimate is valid for 30 days.		Total		\$36,465.00

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
 2108 FAIRBURN ROAD SUITE E
 DOUGLASVILLE, GA 30135

Phone #	Fax #
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
11/18/2021	QK18214	TBD

QUOTED BY	JOB #	SERVICE DATE
PERRY	TBD	1/3/2022

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
CITY OF VILLA RICA TRANSFER STATION BIVINS RD VILLA RICA, GA 30180 ATTN:ERICK BROZ

CUSTOMER PO #	CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE
TBD		BD	Net 30	ON SITE	F/S

QTY	ITEM	PART # / DESCRIPTION	UNIT	Total
1	ENGINEERING	ENGINEERING SERVICE, BIVINS ROAD PUMPING STATION, PUMP CONTROL SYSTEM INCLUDES: TWO YASKAWA P1000 PUMP DRIVES, RATED 460VAC, 88AAC 60"x49"x18" 304 STAINLESS STEEL ENCLOSURE WITH DEAD FRONT PANEL FLANGE MOUNT DISCONNECT WITH 300AAC MCCB NECESSARY CONTROLS AND HARDWARE TO COMPLETE DESIGN	34,677.38	34,677.38
64	STRAIGHT TIME	FIELD SERVICE LABOR, TWO MEN, FOUR DAYS, DELIVERY, INSTALLATION, START-UP AND TESTING OF BIVINS ROAD PUMP CONTROL SYSTEM	150.00	9,600.00
8	STRAIGHT TIME	TRAVEL TO/FROM JOB SITE, TWO TRUCKS, FOUR DAYS	150.00	1,200.00
264	MILEAGE	MILEAGE TO/FROM JOB SITE, TWO TRUCKS, FOUR DAYS	0.84	221.76

**NOTE: "MATERIAL SHIPMENTS MAY BE AFFECTED BY CURRENT SUPPLY CHAIN
 INTERRUPTIONS. QUOTES ARE EFFECTIVE FOR 3 DAYS AT THIS TIME"**

Total

Signature

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
 2108 FAIRBURN ROAD SUITE E
 DOUGLASVILLE, GA 30135

Phone #	Fax #
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
11/18/2021	QK18214	TBD
QUOTED BY	JOB #	SERVICE DATE
PERRY	TBD	1/3/2022

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
CITY OF VILLA RICA TRANSFER STATION BIVINS RD VILLA RICA, GA 30180 ATTN:ERICK BROZ

CUSTOMER PO #	CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE
TBD		BD	Net 30	ON SITE	F/S

QTY	ITEM	PART # / DESCRIPTION	UNIT	Total
		THIS WORK SCOPE COVERS THE DESIGN, BUILD, INSTALLATION, INTERFACE TO EXISTING TELEMETRY, START-UP AND TESTING OF THE ABOVE SYSTEM. IT DOES NOT INCLUDE ANY ADDITIONAL LABOR, MATERIAL, TRAVEL, MILEAGE OR OTHER UNKNOWNNS. ANY ADDITIONAL LABOR, MATERIAL, TRAVEL, MILEAGE OR OTHER UNKNOWNNS WILL BE BILLED AT STANDARD PUBLISHED PRB ELECTRONICS RATES. TERMS AND CONDITIONS APPLY PLEASE NOTE: SUPPLY CHAIN ISSUES MAY DELAY CONSTRUCTION AND DELIVERY OF PROJECT		

NOTE: "MATERIAL SHIPMENTS MAY BE AFFECTED BY CURRENT SUPPLY CHAIN INTERRUPTIONS. QUOTES ARE EFFECTIVE FOR 3 DAYS AT THIS TIME"

1. This quote does not include any applicable shipping & taxes.
2. This quote is valid for 10 days from date of issuance pending supply chain interruptions.
3. If authorized, this quote will be entered in accordance with the prices, terms, delivery method, and specifications listed above.
4. Please notify us immediately if specifications or delivery method are to be modified. However, we cannot guarantee any changes after authorization.
5. Send all correspondence to:
 JUDY SMITH EMAIL ~ judy@prbelectronics.com

Total	\$45,699.14
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Signature _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 14-21

AGENDA DATE: 12-14-2021

DATE PREPARED: 11-30-2021

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To adopt a resolution amending the 2022 budget

MOTION: I move to adopt the resolution amending the 2022 fiscal year budget pursuant to Section 2-71 of the City Charter.

Police Vehicle Repair

Source of Funds: Insurance Claim Reimbursement

Funds will be used to repair a 2021 Ford Explorer. Accident occurred 08/19/21.

Item	Account Name	Account Type	Amount
14 100-381000	Use of Fund Balance	Revenue Increase	8,095
15 100-3210-522230	M/R Vehicle	Expense Increase	8,095

Transfer PT Park Program Assistant from Events to Athletics

Source of Funds: Parks & Rec. Events Budget

Transfer PT Park Program Assistant from P&R Events to P&R Athletics.

Item	Account Name	Account Type	Amount
16 100-6120-511100	Regular Employees - P&R Athletics	Expense Increase	21,060
17 100-6120-512200	Social Security FICA Contr. - P&R Athletics	Expense Increase	1,611
18 100-6130-511100	Regular Employees - P&R Events	Expense Decrease	21,060
19 100-6130-512200	Social Security FICA Contr. - P&R Events	Expense Decrease	1,611

Microsoft 365 Migration and Barracuda Security Upgrade for IT System

Source of Funds: Fund Balance

To upgrade and increase security of our IT system. Items were previously approved at 11/09 Council meeting.

Item	Account Name	Account Type	Amount
20 100-381000	Use of Fund Balance	Revenue Increase	50,000
21 100-1535-521300	Technical	Expense Increase	50,000

STATE OF GEORGIA
CITY OF VILLA RICA

AN RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2022 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2022 Budget on September 21, 2021, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2022, said budget amendment being described as Amendment No. 14-21, attached hereto and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2021.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Updated Utility Rates for 2022

AGENDA DATE: 12/14/2021

DATE PREPARED: 11/30/2021

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: n/a

GL ACCOUNT #: n/a

PURPOSE: To approve the updated Utility Rates to be effective January 1, 2022.

BACKGROUND: The FY22 budget included a water volume rate increase of 5.6% and a sanitation rate increase for additional carts (\$12.66 vs. \$5.45).

2021 – Water Volume Rates

RESIDENTIAL				
Water Rate Schedule per 1,000 gallons of usage per month				
	Tier 1	Tier 2	Tier 3**	Tier 4
Inside City Limits	\$ 3.47	\$ 4.23	\$ 5.29	\$ 8.45
Outside City Limits	\$ 5.20	\$ 6.34	\$ 7.94	\$ 12.67
Senior (Low Income)	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
Residential 3/4 & 5/8	0-2,000	2,001-10,000	10,001-20,000	Over 20,000

NON-RESIDENTIAL			
Water Rate Schedule per 1,000 gallons of usage per month			
	Tier 1***	Tier 2	Tier 3**
Inside City Limits	\$ 4.23	\$ 5.29	\$ 8.45
Outside City Limits	\$ 6.34	\$ 7.94	\$ 12.67
Commercial 3/4 & 5/8	0-5,100	5,101-27,150K	Over 27,150K
1" or 1 1/2" water meter	0-16,000	16,001-45K	Over 45K
2" water meter	0-40,000	40,001-100K	Over 100K
3" or 4" water meter	0-70,000	70,001-150K	Over 150K
6" water meter	0-500,000	500,001-750K	Over 750K
8" water meter	0-600,000	600,001-1.5m	Over 1.5m

** All irrigation and hydrant meter usage will be calculated at Tier 3 rates regardless of consumption. No sewer charges or fees will be applied.
(ORD-10-03-CCO 4-6-10)

***All Industrial usage will be calculated at Tier 1 rates regardless of consumption
(ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)

2021 – Sanitation - Additional Cart Rate - \$5.45

NEW 2022 – Water Volume Rates

RESIDENTIAL				
Water Rate Schedule per 1,000 gallons of usage per month				
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3**</u>	<u>Tier 4</u>
<i>Inside City Limits</i>	\$ 3.66	\$ 4.47	\$ 5.59	\$ 8.93
<i>Outside City Limits</i>	\$ 5.49	\$ 6.70	\$ 8.38	\$ 13.38
Senior (Low Income)	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
Residential 3/4 & 5/8	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
NON-RESIDENTIAL				
Water Rate Schedule per 1,000 gallons of usage per month				
	<u>Tier 1***</u>	<u>Tier 2</u>	<u>Tier 3**</u>	
<i>Inside City Limits</i>	\$ 4.47	\$ 5.59	\$ 8.93	
<i>Outside City Limits</i>	\$ 6.70	\$ 8.38	\$ 13.38	
Commercial 3/4 & 5/8	0-5,100	5,101-27,150K	Over 27,150K	
1" or 1 1/2" water meter	0-16,000	16,001-45K	Over 45K	
2" water meter	0-40,000	40,001-100K	Over 100K	
3" or 4" water meter	0-70,000	70,001-150K	Over 150K	
6" water meter	0-500,000	500,001-750K	Over 750K	
8" water meter	0-600,000	600,001-1.5m	Over 1.5m	
** All irrigation and hydrant meter usage will be calculated at Tier 3 rates regardless of consumption. No sewer charges or fees will be applied. (ORD-10-03-CCO 4-6-10)				
***All Industrial usage will be calculated at Tier 1 rates regardless of consumption (ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)				

NEW 2022 – Sanitation - Additional Cart Rate - \$12.66

STAFF RECOMMENDATION: To approve the updated utility rates to be effective January 1, 2022 as presented with the 2022 fiscal year budget.

MOTION: I make a motion that we approve the updated Utility Rates, as presented, to be effective for all utility bills sent on or after January 1, 2022.



City of Villa Rica
Utility Rates
Effective 1-1-2022

WATER

Base Fee	Water		Sewer	
Meter Sizes	Inside	Outside	Inside	Outside
Senior (Low Income)	\$5.50	\$16.25	\$6.00	\$17.50
3/4 & 5/8	\$13.00	\$19.50	\$14.00	\$21.00
1"	\$21.71	\$32.56	\$23.38	\$35.07
1 1/2"	\$43.29	\$64.93	\$46.62	\$69.93
2"	\$69.29	\$103.93	\$74.62	\$111.92
3"	\$130.00	\$194.99	\$139.99	\$209.99
4"	\$216.70	\$325.05	\$233.37	\$350.05
6"	\$433.28	\$649.92	\$466.59	\$699.89
8"	\$693.27	\$1039.90	\$746.58	\$1119.87

RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month				
	Tier 1	Tier 2	Tier 3**	Tier 4
Inside City Limits	\$ 3.66	\$ 4.47	\$ 5.59	\$ 8.93
Outside City Limits	\$ 5.49	\$ 6.70	\$ 8.38	\$ 13.38
Senior (Low Income)	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
Residential 3/4 & 5/8	0-2,000	2,001-10,000	10,001-20,000	Over 20,000

NON-RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month			
	Tier 1***	Tier 2	Tier 3**
Inside City Limits	\$ 4.47	\$ 5.59	\$ 8.93
Outside City Limits	\$ 6.70	\$ 8.38	\$ 13.38
Commercial 3/4 & 5/8	0-5,100	5,101-27,150K	Over 27,150K
1" or 1 1/2" water meter	0-16,000	16,001-45K	Over 45K
2" water meter	0-40,000	40,001-100K	Over 100K
3" or 4" water meter	0-70,000	70,001-150K	Over 150K
6" water meter	0-500,000	500,001-750K	Over 750K
8" water meter	0-600,000	600,001-1.5m	Over 1.5m

** All irrigation and hydrant meter usage will be calculated at Tier 3 rates regardless of consumption. No sewer charges or fees will be applied.
 (ORD-10-03-CCO 4-6-10)

***All Industrial usage will be calculated at Tier 1 rates regardless of consumption
 (ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)

SEWER

RESIDENTIAL & NON-RESIDENTIAL

Sewer Rate Schedule per 1,000 gallons of usage per month		
Inside City Limits	\$8.96	
Outside City Limits	\$13.26	

SANITATION

RESIDENTIAL & NON-RESIDENTIAL

Sanitation & Solid Waste			
Curbside/Solid Waste Pickup			
Residential Customers	\$ 7.50		
Garbage			
First Cart	\$ 14.95		
Each Additional Cart	\$ 12.66		
Low-Income Senior	\$ 11.21		

TAP FEES

RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
Residential	\$1,500	\$2,000	\$4,000

NON-RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
5/8 to 3/4 "	\$1,500	\$2,000	\$4,000
1 "	\$2,800	\$3,300	\$8,250
1- 1/2"	\$6,000	\$6,000	\$15,000
2"	\$10,000	\$10,000	\$25,000
3"	\$20,000	\$20,000	\$45,000
4"	\$30,000	\$30,000	\$75,000
6"	\$60,000	\$60,000	\$150,000
8"	\$90,000	\$90,000	\$250,000
		Apartment	\$5,000 plus \$1200 each unit over three
		Hotels	\$5,000 plus \$600 each room over three

Charges for Initial Water and Sewer Service: Each consumer subscribing to use the water and sewer service of the City of Villa Rica at a location which has not previously been served by those utilities shall pay a tapping fee unless otherwise specified. No new water or sewer lines will be run outside the City unless the entity requesting the tap-on agrees to be annexed.

*Sewer Tap Fee Calculation: Sewer tap fees are determined based on water meter size.

FIRELINE

Fireline Schedule			
Connection Size		Monthly Charge	
4"		\$7.17	
6"		\$20.83	
8"		\$44.40	
10"		\$79.85	
12"		\$128.94	

For non-metered connections with booster fire pumps, the monthly charge shall be \$20.83 per 500 gpm of pump capacity or the charge based on connection size, whichever is greater. (ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposed 2022 Meeting Calendar
AGENDA DATE: December 14, 2021

DATE PREPARED: December 2, 2021
PREPARED BY: Sarah Andrews

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve the proposed 2022 Meeting Calendar.

BACKGROUND: In 2021, the City Council meetings were held at 3pm (Work Session) and 6pm (Regular Meeting). The short turnaround between meetings didn't give the City Clerk's office enough time to prepare the revised agenda for the 6pm meeting. The attached schedule moves the work sessions to 10am. The attached schedule also includes a proposed council retreat and proposed budget workshop meetings.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the 2022 Meeting Calendar, as presented.



City of Villa Rica

Mayor Gil McDougal • Shirley Marchman • Matthew Momtahan • Leslie McPherson • Michael Young • Danny Carter

2022 City Council Meeting Schedule

<i>DESCRIPTION</i>	<i>WORK SESSION</i>	<i>MEETING</i>	<i>AGENDA DEADLINE</i>
<i>January Monthly Meeting</i>	1/11/22 at 10am	1/11/22 at 6pm	12/30/21 at 5pm
<i>Council Retreat</i>	---	1/20 - 1/21/22	---
<i>February Monthly Meeting</i>	2/8/22 at 10am	2/8/22 at 6pm	1/27/22 at 5pm
<i>March Monthly Meeting</i>	3/8/22 at 10am	3/8/22 at 6pm	2/24/22 at 5pm
<i>April Monthly Meeting</i>	4/12/22 at 10am	4/12/22 at 6pm	3/31/22 at 5pm
<i>May Monthly Meeting</i>	5/10/22 at 10am	5/10/22 at 6pm	4/28/22 at 5pm
<i>2nd May Meeting[^]</i>	5/24/22 at 10am	5/24/22 at 6pm	5/12/22 at 5pm
<i>June Monthly Meeting</i>	---	---	---
<i>July Monthly Meeting</i>	7/12/22 at 10am	7/12/22 at 6pm	6/30/22 at 5pm
<i>August Monthly Meeting</i>	8/9/22 at 10am	8/9/22 at 6pm	7/28/22 at 5pm
<i>Budget Workshop</i>	---	8/16/22 at 10am	---
<i>Budget Workshop</i>	---	8/23/22 at 10am	---
<i>Millage Adoption</i>	---	8/30/22 at 6pm	---
<i>September Monthly Meeting</i>	9/13/22 at 10am	9/13/22 at 6pm	9/1/22 at 5pm
<i>October Monthly Meeting*</i>	10/4/22* at 10am	10/4/22* at 6pm	9/22/22 at 5pm
<i>November Monthly Meeting</i>	11/8/22 at 10am	11/8/22 at 6pm	10/27/22 at 5pm
<i>December Monthly Meeting</i>	12/13/22 at 10am	12/13/22 at 6pm	12/1/22 at 5pm

[^]Tentative second meeting in May to allow for no meetings in June.

^{*}October monthly meeting moved to first Tuesday of the month due to school break.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Professional Services with Falcon Design Consultants for Conceptual Design of Road Segment

AGENDA DATE: December 14, 2021
PREPARED BY: Tom Barber

DATE PREPARED: December 4, 2021

AMOUNT: Not to exceed \$20,000
FUNDING SOURCE: General Fund

GL ACCOUNT #: Various
BUDGETED ITEM? No

PURPOSE: To engage Falcon Design Consultants to assist with the conceptual design of the proposed road segment from N. Carroll to Cleghorn.

BACKGROUND: The City wants to construct a road from downtown to Mirror Lake. Improvements to Cleghorn and Anderson have been prepared. The segment from Cleghorn to Punkintown will be designed by Fuqua Development. The exact route from downtown to Cleghorn needs to be established and is the City's responsibility.

Our existing staff doesn't have the experience and expertise to adequately perform these duties.

STAFF RECOMMENDATION: Staff recommends we hire Falcon Design Consultants to assist staff with the task of routing the southern end of the proposed Mirror Lake Connector.

IMPACT: This project is time-sensitive and will have a great impact on the future development of downtown. We need to make the very best decision possible.

MOTION: I move to authorize the Mayor to engage Falcon Design Consultants to assist the staff with the conceptual design of the southern portion of the proposed Mirror Lake Connector using the attached rate schedule for an amount not to exceed \$20,000.



December 2, 2021

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Concept Planning Proposal
Cleghorn Street and North Carroll Road Project

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Concept Planning:

Per Attached Hourly Rate Sheet

- Concept plan will be based on GIS data and topo.
- Includes revision from client.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWMAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date



*ENGINEERING * LAND PLANNING * SURVEYING *
 *CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
 WWW.FDC-LLC.COM

2021 HOURLY BILLING RATES

Engineering Services

<u>Classification</u>	<u>Hourly Rate</u>
Managing Partner	\$175.00
President/Partner	\$150.00
Engineering Manager	\$140.00
Senior Project Manager II	\$130.00
Senior Project Manager I	\$115.00
Construction Manager/Municipal Services	\$130.00
Project Manager II	\$110.00
Project Manager I	\$95.00
Planning Director	\$120.00
Project Engineer III	\$105.00
Project Engineer II	\$90.00
Project Engineer I	\$75.00
Planner III	\$105.00
Planner II	\$85.00
Planner I	\$75.00
Landscape Architect	\$100.00
Arborist	\$100.00
GIS Coordinator	\$115.00
CADD III	\$85.00
CADD II	\$75.00
CADD I	\$65.00
Permit Coordinator	\$70.00
Office Manager	\$70.00
Administrative III	\$70.00
Administrative II	\$60.00
Administrative I	\$50.00

Surveying Services

<u>Classification</u>	<u>Hourly Rate</u>
Senior Survey Project Manager III	\$130.00
Senior Survey Project Manager II	\$115.00
Senior Survey Project Manager I	\$105.00
Survey Project Manager II	\$100.00
Survey Project Manager I	\$90.00
Survey Technician III	\$85.00
Survey Technician II	\$75.00
Survey Technician I	\$65.00
3-Man Survey Crew	\$165.00
2-Man Survey Field Crew	\$135.00
1-Man w/ GPS	\$100.00
1-Man w/ Handheld	\$75.00
1-Man Lidar Drone	\$160.00
Administrative I	\$50.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve a Proposal from Keck & Wood for Additional Services for the North Bypass Related to the Archeological Review

AGENDA DATE: December 14, 2021

DATE PREPARED: December 4, 2021

PREPARED BY: Tom Barber

AMOUNT: \$19,500

GL ACCOUNT #: N/A

FUNDING SOURCE: GDOT

BUDGETED ITEM? N/A

PURPOSE: To approve a proposal for \$19,500 from Keck & Wood for additional design and engineering services for the North Bypass related to the project's archeological review.

BACKGROUND: In 2008 a contractor performed an assessment of the project's archeological impact. Subsequent modifications to the road plan have expanded the scope of the road project and consequently the archeological impact on the former mining site has expanded. An agreement has been reached on the additional mitigation measures needed to compensate for the adverse effect on the site. Keck & Wood has been asked to take the required mitigation measures.

STAFF RECOMMENDATION: Staff recommends approval of the proposal to enable us to meet the scheduled 2022 let date for the project.

IMPACT: Failure to have the project ready to bid in time could cause the loss of funding again.

MOTION: I move to authorize the Mayor to execute an agreement with Keck & Wood for professional services related to the design of the North Bypass for an amount not to exceed \$19,500.



December 1, 2021

Tom Barber, City Manager
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180
Sent via email: tbarber@villarica.org

Subject: Additional Services for Villa Rica Bypass, Carrol County, PI 631490

Dear Mr. Barber:

Keck & Wood, Inc. ("Engineer") appreciates this opportunity of presenting a proposal to provide professional engineering services for the City of Villa Rica ("City"). We propose to provide the following scope of services:

Project Description:

The proposed PROJECT is the construction of a 2-lane bypass on the north side of Villa Rica connecting SR 101, Industrial Boulevard/Rockmart Road to SR 61, Dallas Highway. The PROJECT includes 1.44 miles of roadway on new location, and improvements to approximately 1.94 miles of existing roadway.

Due to changes in the project impacts within the Clopton Gold Mine site, the previously established mitigation measures are no longer sufficient to mitigate the Adverse Effects to the resource. Therefore, the following supplemental mitigation measure will be required.

- Prior to project implementation, the Clopton Gold Mine site will be documented by GDOT through the use of Light Detection and Ranging (LIDAR) systems, which use pulsed laser light to measure distances between the light and a target in order to generate precise, three-dimensional maps. This scope of work will be completed by the Georgia Department of Transportation. The resulting data will be provided to the Engineer.
- The resulting LIDAR imagery of the features will be coordinated with field photography, and the resulting maps, imagery, and reporting will be submitted to the Georgia State Historic Preservation Office for acceptance and retention. This scope of work will be completed by the Engineer.

Compensation

Compensation for work performed shall be lump sum fee of \$19,500. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percent complete of the work performed for the Project through the invoice period.

Sincerely,

Robert Renwick, PE
Associate Vice President

Accepted by City of Villa Rica

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Professional Services Agreement with Mark Teal of TE², LLC

AGENDA DATE: December 14, 2021

DATE PREPARED: December 4, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a professional services agreement with Mark Teal of TE², LLC.

BACKGROUND: Staff is considering the impact that a large population increase will have on our roads, intersections, and interstate interchanges. We also recognize that these residential projects will require numerous additions or improvements to our water and sewer system. For several years we have worked to develop working relationships with outside engineers to assist us with these efforts, for example, Carter & Sloope, Brennan Jones, and Paul Simonton.

We have also created a new position of Community Development Director to reduce the City Engineer's work load, allowing him to focus on the upcoming increase in plan review. Our Utility Director is expanding his staff team so that we can support the large number of maintenance and construction projects that we face in our Enterprise Fund.

Even with these additions and changes the City Manager will not be able coordinate so many projects at the same time. After consulting with our staff I recommend that we contract with one person to help us with our upcoming road projects and with another to help with water and sewer.

Mark Teal is an engineer and has served as the County Administrator for Douglas County. He has an extensive background in the design and construction of streets and roads. He is available to assist the City Manager with planning and overseeing improvements to our road system.

STAFF RECOMMENDATION: Staff recommends we engage Mark Teal of TE², LLC.

IMPACT: Adding Mark to our contractor group will greatly enhance our ability to plan and execute the improvements coming down the road. Each project will be presented to Council as a task order.

MOTION: I move to authorize the Mayor to execute a professional services agreement with Mark Teal of TE², LLC.

TE², LLC

PO Box 2436

Carrollton, GA 30112

Mark Teal, PE

Cell: 770-378-2408

mteal2219@gmail.com

Summary of Work

Perform professional engineering services for the City of Villa Rica:

- Manage and inspect the 2021 and 2022 LMIG resurfacing programs
- Establish the 2023 LMIG resurfacing program list for review and approval
- Manage and coordinate LMIG bid processes for review and approval
- Perform a pavement analysis of City streets and develop a resurfacing plan
- Review all development related roadway projects including ingress/egress
- Provide concepts for future roadway projects essential for traffic mobility, alleviation of truck traffic downtown and improved connectivity for residents
- Review funding mechanisms for future roadway projects
- Manage and coordinate the Villa Rica North Loop Bypass - PI# 631490 with GDOT
- Review existing traffic concerns and recommend improvements
- Manage design and construction for roadway projects including bid processes
- Develop schedules, budgets and proposals as requested.
- Responsible for acting independently on civil engineering matters within areas of expertise
- Act as a liaison between outside entities and the City of Villa Rica for roadway projects
- Provide ongoing communication with the City Manager for all assigned projects

Professional Engineer Hourly Rate:

\$155/hr

Mileage Reimbursement:

\$0.56/mile

Thanks for your consideration,

Mark Teal, PE



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Work Order 17003.16 with Brennan Jones to Design a Sewer Improvements Near Nalley Road

AGENDA DATE: December 14, 2021

DATE PREPARED: December 4, 2021

PREPARED BY: Tom Barber

AMOUNT: \$124,800

GL ACCOUNT #: 505-4115-xxxx

FUNDING SOURCE: Water & Sewer Fund

BUDGETED ITEM? No

PURPOSE: To approve a work order with Brennan Jones for the design and construction of sewer line improvements near Nalley Road.

BACKGROUND: The City's sewer collection system south of Conners Road is inadequate for the projected residential development in the area.

Brennan Jones has been asked to design new sewer lines in the area to accommodate future growth.

STAFF RECOMMENDATION: Staff recommends approval of the work order 16.

IMPACT: Constructing several new sewer lines will enable us to serve new development on both sides of Conners Road as contemplated by the recent revision to the Mirror Lake PUD.

MOTION: I move to approve work order 17003.16 with Brennan Jones Engineering Associates, LLC for \$124,800 to design, bid, and oversee the construction of three new sewer lines near Conners Road and to authorize the Mayor and City Clerk to take the necessary steps to execute the agreement.

**PAGREEMENT FOR ENGINEERING SERVICES BETWEEN
CITY OF VILLA RICA, GEORGIA AND
BRENNAN JONES ENGINEERING ASSOCIATES, LLC
FOR
TYSON RD-NALLEY RD SEWER IMPROVEMENTS**

December 2, 2021

WORK ORDER NO. 17003.16

This Work Order has been prepared in accordance with the Agreement for Engineering Services between Brennan Jones Engineering Associates, LLC and City of Villa Rica, Georgia, dated September 15, 2017.

Introduction and Background

Wastewater collection and conveyance system improvements are needed to provide capacity for residential development planned for the Nalley Road/Conners Road area. The existing pump station at Ashley place does not have adequate capacity to provide service for the planned development and the existing receiving gravity sewer does not have capacity for the increased flow from the new development. To address the capacity issues, a new pump station, force main, and gravity sewer lines will be constructed. To the extent possible, the existing force main will be reused. The proposed sewer improvements will include design and construction of the following:

- Conners Rd North Sewer Interceptor - 2,300 LF 12" pipe
- Ashley place Sewer – 400 LF 8" Sewer
- Tyson-Nalley Pump Station & Force Main 400 LF 6" FM

The planned sewer system improvements conform to the sewer master plan that has been developed for the subject areas.

Scope of Services

BJEA will perform the following tasks for this project:

Task 1 – Project Management and Coordination. Project management and coordination activities include design coordination meetings with the City, and staff from site development engineering firm, water system engineering firm and road design engineering firm. This activity also includes costs for expenses including travel, copies, etc. A budget of \$3,000 has been established for this task.

Task 2 – Survey Control Points and Limited Topographic Surveying & Easements. BJEAs subconsultant, Lowery & Associates Land Surveying, LLC, will conduct surveying activities under BJEAs supervision. Horizontal and Vertical Control points will be established along the pipeline route and limited property boundary and topographic surveying for design will be conducted. The deliverable for this task will include topographic survey data and LIDAR contours in AutoCAD Civil 3D format. This survey data will be used to develop easement plats and other documents for design and permitting of facilities.

Task 3 – Easement Preparation. Easement plats and legal descriptions for the new sanitary sewer will be prepared by BJEAs surveying subconsultant Lowery Land Surveying. A budget of \$4,500 has been established for this task.

Task 4 – GDOT I-20 Crossing Permitting. BJEAs will prepare GDOT design and permit documents required to obtain a permit to cross I-20. Coordination with GDOT will include coordination and design meetings with GDOT staff and preparation of permit documents required by GDOT.

Task 5 – Permitting (Environmental). BJEAs will prepare environmental related permits required for pipeline and facility construction. BJEAs subconsultant Contour Environmental, LLC will perform wetland delineations and will assist with preparation of wetland permitting documents. Permits include but are not limited to the following: USACE Wetlands, Erosion & Sedimentation Control and Stream Crossing Buffer Encroachments.

Work Order 17003.16
Tyson Rd- Nalley Rd Sewer Improvements
City of Villa Rica, Georgia
December 2, 2021

Task 6 – Geotechnical Investigation and Construction Materials Testing. BJEAs subconsultant Contour Engineering, LLC, will conduct a geotechnical investigation along the sanitary sewer pipeline route, force main pipeline route, and at the proposed pump station site. The geotechnical investigation will identify locations where rock is present, and it will be used for foundation design for structures. In addition, during construction phase, the geotechnical engineering company will perform construction materials testing services.

Task 7 – Subsurface Utility Locating Services. If determined necessary, BJEAs will engage a subconsultant to perform subsurface utility locating services along the pipeline route where deemed necessary. Utility location services will include physically locating and exposing utility lines to determine the horizontal and vertical position of utility lines in proximity to the proposed new pipeline facilities. This work will include any necessary surveying to record utility information including but not limited to utility owner, type of utility line, size and material of utility lines, horizontal and vertical position of the utility lines. This information will be included in design documents and used in design to avoid potential conflicts with utility lines. A budget of \$7,500 has been established for this activity.

Task 7 – Design and Preparation of Plans and Specifications. BJEAs will design and prepare construction plans and specifications for the regional pumping station and sewer facilities to serve the Tyson Rd-Nalley Rd drainage basin. The new pump station will transmit wastewater from the pump station site located south of Ashley Place subdivision to a new gravity sewer north of Conners Road. Construction plans and specifications will be submitted to GA EPD for review and approval. Advertisement and Bidding documents will be prepared and used for solicitation of bids from qualified contractors.

Task 8 – Bidding and Construction Phase Services. BJEAs will perform the following services in conjunction with this task:

Bidding Assistance

- Preparation of construction contract documents for bidding
- Provide the advertisement to bid and assist with project advertisement through publication on GLGA Marketplace Website and local plan advertisement rooms.
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre-bid conference, (if required)
- Interpretation of bid documents and issue addenda as required
- Attend the bid opening and open bids
- Evaluate bids and provide recommendations for award

Construction Administration

- Provide conformed contract execution documents
- Conduct a preconstruction conference
- Receive and review submittals
- Provide interpretations of plans and specifications
- Review pay requests and make payment recommendations
- Provide periodic on-site construction observation
- Conduct substantial completion inspection and construction deficiency list
- Conduct final completion inspection
- Provide a recommendation for final acceptance

Schedule

We anticipate that surveying and wetland field locations activities will be completed within 6 months. Schedules for other tasks will be developed at a later date.

Fee:

The fee for engineering design and construction administration services outlined above will be performed on a Lump Sum (LS) or Hourly (H) basis including expenses as shown below. BJEAs will submit invoices on a monthly basis for services completed during the previous month. The following is a breakdown of fee by tasks associated with the scope of services outlined above.

Work Order 17003.16
Tyson Rd- Nalley Rd Sewer Improvements
City of Villa Rica, Georgia
December 2, 2021

Task Description	Budget
Task 1 – Project Management	\$3,000.00 (H)
Task 2 – Survey Control Points and Limited Topographic Surveying	\$17,400.00 (LS)
Task 3 – Easement Preparation (@\$300/Ea)	\$2,400.00 (Budget)
Task 4 – Permitting (Environmental - Wetlands)	\$5,000.00 (Budget)
Task 5 – Geotechnical Investigation & Construction Materials Testing	\$7,500.00 (Budget)
Task 6 – Subsurface Utility Locating Services (Hourly Budget)	\$3,500.00 (Budget)
Task 7 – Design and Preparation of Plans and Specifications	\$61,500.00 (LS)
Task 8 – Bidding and Construction Phase Services	\$24,500.00 (LS)
Total	\$124,800.00

Reimbursable Expenses (mileage, copies, permit fees, etc.) are included in the budget above. Any services, which are not included in the scope of services will be performed on a time and expense basis in accordance with the attached Unit Rate Schedule after written authorization has been received from the Client. For any authorized additional services, BJEa will submit a detailed invoice for services on a monthly basis for all project related activities and services completed during the prior month.

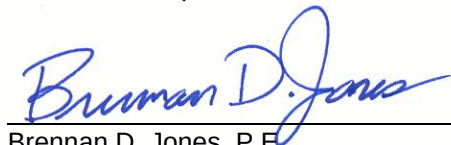
OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of December 2, 2021.

CONSULTANT

OWNER

**BRENNANJONES ENGINEERING
ASSOCIATES, LLC**

CITY OF VILLA RICA, GEORGIA

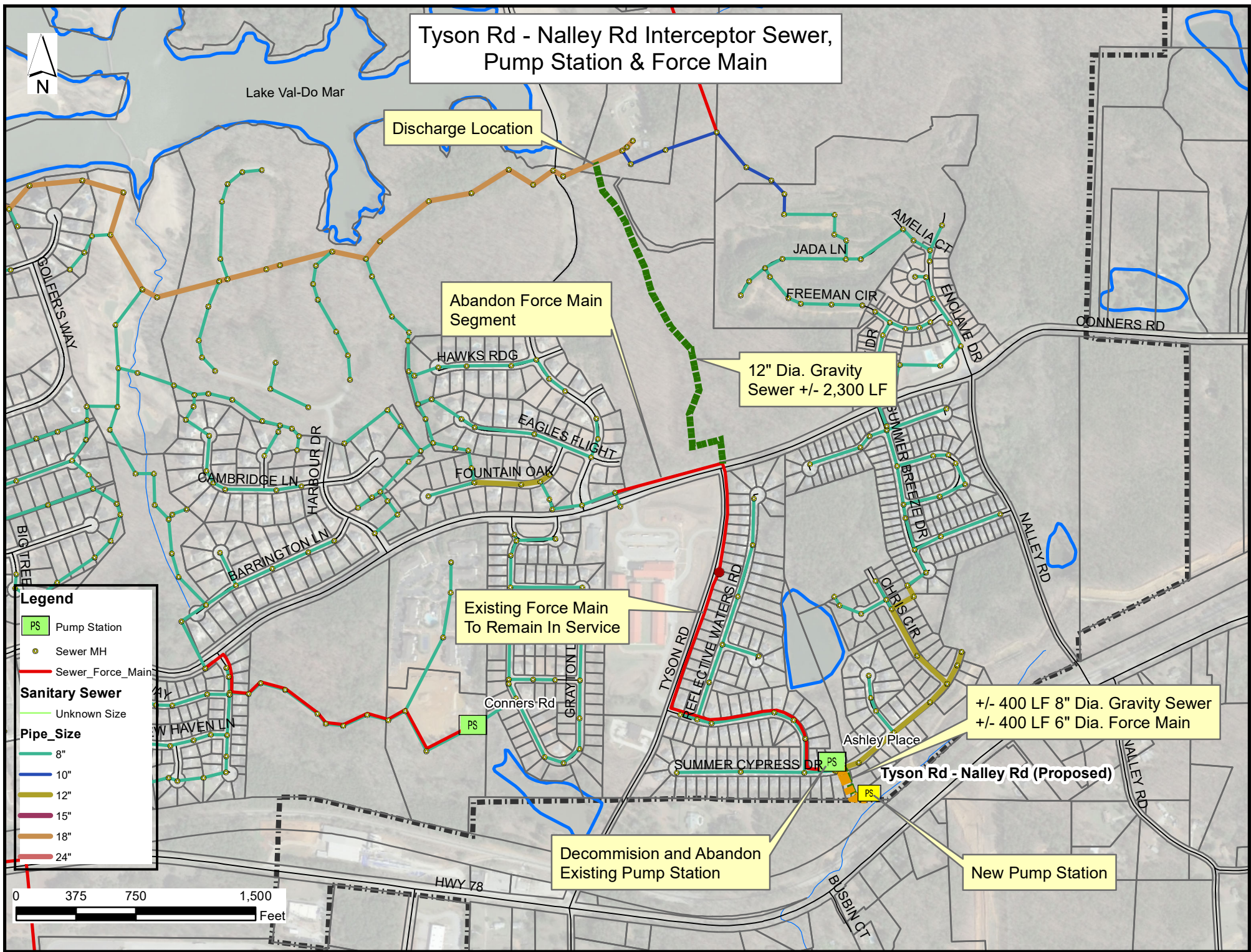


Brennan D. Jones, P.E.
Principal

Gil McDougal
Mayor

Date December 2, 2021

Date _____



Tyson Rd - Nalley Rd Interceptor Sewer, Pump Station & Force Main

Discharge Location

Abandon Force Main Segment

12" Dia. Gravity Sewer +/- 2,300 LF

Existing Force Main To Remain In Service

+/- 400 LF 8" Dia. Gravity Sewer
+/- 400 LF 6" Dia. Force Main

Decommission and Abandon Existing Pump Station

New Pump Station

Legend

- PS Pump Station
- Sewer MH
- Sewer_Force_Main

Sanitary Sewer

- Unknown Size

Pipe_Size

- 8"
- 10"
- 12"
- 15"
- 18"
- 24"

