

CITY COUNCIL
GIL MCDUGAL, MAYOR
SHIRLEY MARCHMAN
MATTHEW MONTAHAN, MAYOR PRO TEM
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

April 12, 2022 | 10:00 AM

Review of the Agenda (Mayor Gil McDougal)

A. Ceremonial Presentations (Mayor Gil McDougal)

1. Recognition of Christopher Bertera - 15 Years of Service with Villa Rica Police Department

B. Governing Body (Mayor Gil McDougal)

1. Keep Carroll Beautiful - Litter Pick Up Day on June 11, 2022 - Presentation by Sunshine Ballew (KCB Board Member) and Martyna Griffin (KCB Director)
2. CVB Board Appointment - Neville Bhada (Sharon Dupont, Tourism Manager)
3. CVB Board Appointment - Dan Christner (Sharon Dupont, Tourism Manager)
4. Presentation & Authorization to Refund/Refinance the Public Facilities Authority Series 2015 Bond (Jennifer Hallman, Finance Director)
5. Punkintown Road Discussion
6. Butterballs Environmental Discussion (Councilwoman Leslie McPherson)
7. PTV Ordinance Discussion (Councilman Matthew Momtahan)

C. Community Development (Tracy Jarvis, Director)

1. ALP 1-2022: Alcohol License Permit Application from Nextgen Nexus Inc. dba Junior Food Store and Public Hearing (Nyree Simpson, Licensing Specialist)
2. VA-02-22 - Mirror Lake Boulevard at Shoreline Parkway - Townhome Variances Request from PLG, LLC within Fuqua Development and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
3. VA-03-22 - Mirror Lake Connector Stream Buffer Variance and Public Hearing (Bobby Elliott, Public Works Director and City Engineer)
4. VA-04-22 - Mirror Lake Boulevard at Shoreline Parkway - Commercial and Multifamily Variances Request from Fuqua Acquisitions II, LLC and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
5. VA-05-22 - 14911 Veterans Memorial Highway - Variance Request from Larry Boggs and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

6. Special Event Permit to Allow West Georgia Tennis Club to hold a King of the Clay Tournament (Nyree Simpson, Licensing Specialist)
7. Amendment to the Alcohol Ordinance (David Mecklin, City Attorney)
8. Introduction of Section 8.27 - Supplementary Regulations for Liquor Stores, Package Stores and Liquor Outlets and Amendment of Section 13.01 (Definitions) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
9. Agan Development/City of Villa Rica/Mirror Lake Community Association Agreement/re: Somersport Detention Ponds (David Mecklin, City Attorney)
10. Issuance of a Temporary Alcohol License to allow Uncorked on Main to Provide Wine and Beer for the City's Jazz Festival (Nyree Simpson, Licensing Specialist)

D. Economic Development (Janet Chumley, Manager)

1. 2022 Community Grant Application for Alzheimer's Group of Carroll County (Janet Chumley, Main Street Manager)
2. 2022 Community Grant Application for Thomas A. Dorsey Birthplace Festival (Janet Chumley, Main Street Manager)
3. 2022 Community Grant Application for Villa Rica Lions Clubs (Janet Chumley, Main Street Manager)
4. 2022 Alcohol Agreement 2022 events at The MILL (Janet Chumley, Main Street Manager)
5. Atlanta Eats Proposal - Villa Rica Feature (Sharon Dupont, Tourism Manager)

E. Human Resources (Sarah Andrews, Interim Director)

1. Increase Officer Pay and Retention Bonus

F. Information Technology (Jim Chambers, Manager)

1. Cell Phones for City Council

G. Parks, Recreation and Leisure Services (Tracie Ivey, Director)

1. July 3rd Fireworks Display
2. Portable Restrooms for July 3rd Fireworks Display

H. Utilities (Pete Zorbanos, Director)

1. Request for Ratification of Emergency Repair of Brandywine Lift Station Pump #2 (Erick Broz, Wastewater Manager)
2. North Plant Disc Filter #1 Upgrade (Pete Zorbanos, Utilities Director)
3. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Pete Zorbanos, Wastewater Manager)

I. Public Works (Bobby Elliott, Director)

1. Final Plat for Twin Oaks Unit IIB (Bobby Elliott, Public Works Director and City Engineer)
2. Purchase 2022 International HV6-7 Grapple Truck for Solid Waste Department (Charlie Davis, Deputy Public Works Director / Fleet Manager)

J. Deputy City Manager/CFO (Sarah Andrews)

1. Cancel \$450,000 Promissory Note with DDA and Forgive \$75,000 Loan

K. Finance (Jennifer Hallman, Finance Director)

1. Renewal with GIRMA for Property and Liability Insurance
2. FY2022 Budget Amendments - #169 - 186

L. City Manager (Tom Barber)

1. Resolution of Support - RAISE Grant Program Application and 20% Match Commitment (Chris Montesinos, Special Projects Director)
2. Approval of Third Phase of Professional Services Agreement with the Law Firm of Gilbert, Harrell, Sumerfors & Martin
3. Draft of Intergovernmental Agreement between Villa Rica and the Carroll County School Board Concerning the Eastside TAD
4. Draft of Intergovernmental Agreement Between Villa Rica and Carroll County Concerning the Eastside TAD

M. Consent Agenda Review (Mayor Gil McDougal)

N. 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.)

Adjournment



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

SUBJECT: CVB Board appointment
AGENDA DATE: 4.12.22

DATE PREPARED: 3.28.22
PREPARED BY: Sharon Dupont

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

PURPOSE: To fill vacancies of Villa Rica Convention & Visitors Bureau Board of Directors.

BACKGROUND: The Villa Rica Convention & Visitors Bureau has been short of two board members for over one year. Current members have been actively seeking to fill the final two vacancies.

STAFF RECOMMENDATION: Staff recommends Neville Bhada, Tourism Skills Group (President) be added to the Villa Rica Convention & Visitors Bureau Board.

IMPACT: Neville Bhada brings years of experience in tourism marketing, board organization and function and tourism research.

MOTION: I move to approve Neville Bhada as board member to the Villa Rica Convention and Visitors Bureau.



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: Neville Bhada

Occupation: Consultant and Researcher Employer: NYB Consulting

Home Address: 2206 Rockwood Drive City: Marietta Zip: 30067

Home Phone: () Home E-Mail:

Work Phone: () 770-693-2988 Work E-Mail: neville@asapstrategies.com

Cell Phone: () 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? Convention and Visitors Bureau BoD

b) How long have you been a resident of the City of Villa Rica? ____ 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? X 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? X 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? X Yes No If yes, please explain:

If hired for research or strategic plan purposes.

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

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

To assist in growing the economic impact of travel and tourism to Villa Rica, Ga. and its surrounding 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.

Neville Bhada
Signature

Neville Bhada
Printed Name

02/20/2022
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

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 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
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

SUBJECT: CVB Board appointment
AGENDA DATE: 4.12.22

DATE PREPARED: 3.28.22
PREPARED BY: Sharon Dupont

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

PURPOSE: To fill vacancies of Villa Rica Convention & Visitors Bureau Board of Directors.

BACKGROUND: The Villa Rica Convention & Visitors Bureau has been short of two board members for over one year. Current members have been actively seeking to fill the final two vacancies.

STAFF RECOMMENDATION: Staff recommends Dan Christner, VRBnB2 (owner) be added to the Villa Rica Convention & Visitors Bureau Board.

IMPACT: Dan Christner brings years of experience in marketing and promoting.

MOTION: I move to approve Dan Christner as board member to the Villa Rica Convention and Visitors Bureau.



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: Dan Christner

Occupation: Self employed - investor Employer: _____

Home Address: 2377 S. Van Wert Rd. City: Villa Rica Zip: 30180

Home Phone: (____) _____ Home E-Mail: _____

Work Phone: (____) _____ Work E-Mail: danm13020@yahoo.com

Cell Phone: (770) 843-1524 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? CUB
- b) How long have you been a resident of the City of Villa Rica? 6 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:

Career background in radio, TV, promotions, advertising,
creative writing - I think I could contribute.

- ii) 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

Daniel Christner

Printed Name

1/26/2022

Date

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Public Facilities Authority Series 2015 Bond Refunding/Refinancing
AGENDA DATE: 04/12/22

DATE PREPARED: 04/01/22
PREPARED BY: Jennifer Hallman, Finance Director

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

PURPOSE: Presentation and adoption of a resolution authorizing the staff and professionals to proceed with the issuance of refunding revenue bonds.

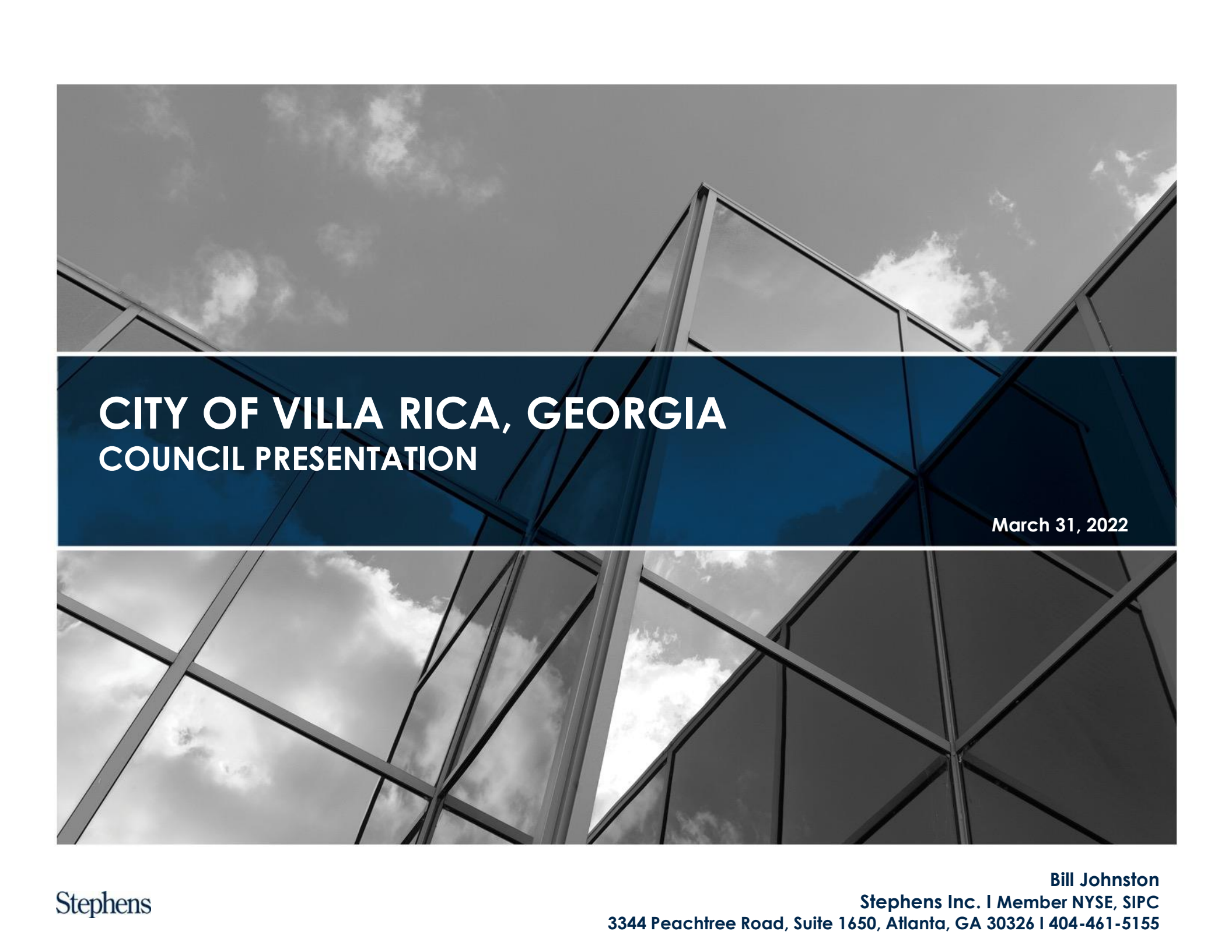
BACKGROUND: The City of Villa Rica Public Facilities Authority (“Authority”) issued Series 2015 Revenue Bonds on behalf of the City of Villa Rica (“City”) in the amount of \$33,860,000. The purpose of the issue was to refund a portion of the Authority’s Series 2008 Bonds issued in the amount of \$10,000,000 and a portion of the Authority’s Series 2009 Bonds issued in the amount of \$24,905,000.

The original financings in 2008 and 2009 funded the construction of the City’s wastewater treatment facility. The security for the issue is a lease agreement between the City and the Authority to pay the debt service on the Bonds. The City’s has agreed to pledge its full faith and credit to repay the Bonds.

STAFF RECOMMENDATION: Adopt a resolution authorizing the staff and professionals to proceed with the issuance of refunding revenue bonds.

IMPACT: Interest savings/cashflow savings

MOTION: I move to adopt a resolution authorizing the staff and professionals to proceed with the issuance of refunding revenue bonds.



CITY OF VILLA RICA, GEORGIA COUNCIL PRESENTATION

March 31, 2022

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- 
1. PUBLIC FACILITIES AUTHORITY SERIES 2015 REFUNDING
 2. MARKET OVERVIEW



1. PUBLIC FACILITIES AUTHORITY SERIES 2015 REFUNDING

REFUND SERIES 2015 - OVERVIEW

NEW ISSUE -- BOOK ENTRY ONLY

RATINGS:
Moody's: Aa3
S&P's: AA-
(See "RATINGS")

In the opinion of King & Spalding LLP, Bond Counsel, under existing statutes, rulings and court decisions, and under applicable regulations, and assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Series 2015 Bonds is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations, provided, however, in the case of certain corporations (as defined for federal income tax purposes), such interest will be includable in adjusted current earnings in computing the federal alternative minimum tax imposed on such corporations. In the opinion of Bond Counsel, interest on the Series 2015 Bonds is exempt from present State of Georgia income taxation under existing statutes as described herein. See "TAX EXEMPTION."



\$33,860,000
CITY OF VILLA RICA PUBLIC FACILITIES
AUTHORITY (GEORGIA) REVENUE BONDS
(CITY OF VILLA RICA WATER AND
SEWERAGE PROJECT), SERIES 2015

Dated: Date of Delivery

Due: As shown on the inside cover

The City of Villa Rica Public Facilities Authority Revenue Bonds (City of Villa Rica Water and Sewerage Project), Series 2015 (the "Series 2015 Bonds") are being issued by the City of Villa Rica Public Facilities Authority (the "Authority"), pursuant to a Trust Indenture, dated as of January 1, 2015 (the "Indenture"), between the Authority and Branch Banking and Trust Company, as trustee (the "Trustee"). The Series 2015 Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. The proceeds from the sale of the Series 2015 Bonds will be used for the purpose of (A) refunding all or a portion of certain existing bonds of the Authority as described herein, and (B) paying all or a portion of the costs of issuance of the Series 2015 Bonds. See "PLAN OF FINANCE."

The Series 2015 Bonds are limited obligations of the Authority. The Series 2015 Bonds are payable solely from the Trust Estate pledged to the payment of the Series 2015 Bonds under the Indenture, which includes payments to be made by the City to the Authority pursuant to a Lease Agreement, dated as of January 1, 2015 (the "Agreement"). Under the Agreement, the City has agreed to pay to the Authority rents sufficient to enable the Authority to pay the debt service on the Series 2015 Bonds, and has unconditionally agreed to levy an ad valorem property tax, without limitation as to rate or amount, on all property in the City subject to taxation for such purposes as may be necessary in order to pay amounts due to the Authority under the Agreement. See "THE SERIES 2015 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS" and "Appendix A - THE CITY - CITY AD VALOREM TAXATION."

Interest on the Series 2015 Bonds is payable as described herein semiannually on March 1 and September 1 of each year (each such date, an "Interest Payment Date"), commencing March 1, 2015, by Branch Banking and Trust Company, as Paying Agent, to the registered owners thereof. See "THE SERIES 2015 BONDS - Description."

The Series 2015 Bonds will be issued in book-entry form registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Payment of the principal of and interest on the Series 2015 Bonds will be made by the Paying Agent directly to Cede & Co., as nominee for DTC, as registered owner of the Series 2015 Bonds, and will subsequently be disbursed to DTC Participants and thereafter to Beneficial Owners (as such terms are defined herein) of the Series 2015 Bonds. See "THE SERIES 2015 BONDS - Book-Entry System."

The Series 2015 Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 2015 BONDS - Redemption."

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

The Series 2015 Bonds are offered when, as, and if issued by the Authority and accepted by the Underwriter, subject to prior sale, to the withdrawal or modification of the offer without notice, and subject to the approving opinion of King & Spalding LLP, Bond Counsel. Certain legal matters will be passed on for the Authority and the City by their counsel, Tisinger Vance P.C., Villa Rica, Georgia. Certain legal matters will be addressed for the City and the Authority by disclosure counsel, King & Spalding LLP. The Series 2015 Bonds are expected to be delivered through The Depository Trust Company, New York, New York on or about January 29, 2015.

RAYMOND JAMES®

Dated: January 15, 2015

REFUND SERIES 2015 - OVERVIEW

The City of Villa Rica Public Facilities Authority (“Authority”) issued Series 2015 Revenue Bonds on behalf of the City of Villa Rica (“City”) in the amount of \$33,860,000.

The purpose of the issue was to refund a portion of the Authority’s Series 2008 Bonds issued in the amount of \$10,000,000 and a portion of the Authority’s Series 2009 Bonds issued in the amount of \$24,905,000.

The original financings in 2008 and 2009 funded the construction of the City’s wastewater treatment facility.

The security for the issue is a lease agreement between the City and the Authority to pay the debt service on the Bonds. The City’s has agreed to pledge it’s full faith and credit to repay the Bonds.

REFUNDING ALTERNATIVES

Refunding Revenue Bonds (City of Villa Rica Water and Sewerage Project)

Series 2022 / Dated: June 1, 2022 / Rated: AA

Refunding Summary

Dated 06/01/2022 | Delivered 06/01/2022

	As of 2/28/2022	As of 3/30/2022		
Sources Of Funds	Public UW All Bonds	Public UW All Bonds	Zion Cinderella - All Bonds	Regions Cinderella - All Bonds
Par Amount of Bonds	\$32,625,000.00	\$32,060,000.00	\$31,960,000.00	\$31,960,000.00
Total Sources	\$32,625,000.00	\$32,060,000.00	\$31,960,000.00	\$31,960,000.00
Uses Of Funds				
Deposit to Net Cash Escrow Fund	32,199,466.37	31,634,828.47	31,634,828.47	31,634,828.47
Estimated Costs of Issuance	425,000.00	425,000.00	325,000.00	325,000.00
Rounding Amount	533.63	171.53	171.53	171.53
Total Uses	\$32,625,000.00	\$32,060,000.00	\$31,960,000.00	\$31,960,000.00

Issues Refunded And Call Dates

Series 2015 W&S	9/01/2024	9/01/2024	9/01/2024	9/01/2024
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PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	1,710,813.91	47,267.66	1,594,405.78	2,873,466.86
Contingency or Rounding Amount	533.63	171.53	171.53	171.53
Net Present Value Benefit	\$1,711,347.54	\$47,439.19	\$1,594,577.31	\$2,873,638.39
Net PV Benefit / Refunded Principal	5.723%	0.159%	5.332%	9.609%
Net PV Benefit / Refunding Principal	5.246%	0.148%	4.989%	8.991%
Average Annual Cash Flow Savings	122,693.03	(3,428.09)	117,322.46	208,180.78
Total New Net D/S	41,899,418.51	44,043,477.50	41,990,718.19	40,446,126.75
Total Prior D/S	43,985,200.00	43,985,200.00	43,985,200.00	43,985,200.00
Total Cashflow Savings	2,085,781.49	(58,277.50)	1,994,481.81	3,539,073.25
Negative Arbitrage	(891,026.34)	(854,462.63)	(507,204.79)	(213,536.43)

Bond Statistics

Average Life	9.811 Years	10.030 Years	10.013 Years	9.908 Years
Average Coupon	2.8974975%	3.7267272%	3.1345015%	2.6798013%
Net Interest Cost (NIC)	2.8974975%	3.7267272%	3.1345015%	2.6798013%
Bond Yield for Arbitrage Purposes	2.8790678%	3.7082103%	3.1609322%	2.7042088%
True Interest Cost (TIC)	2.8790678%	3.7082103%	3.1609322%	2.7042088%

SERIES 2022 – ALTERNATIVE WITH THE GREATEST SAVINGS

Regions Cinderella: 3.37% Taxable; 2.51% Tax-Exempt / Dated: June 1, 2022 / Callable: 2031

Refunding Summary

Dated 06/01/2022 | Delivered 06/01/2022

Sources Of Funds

Par Amount of Bonds	\$31,960,000.00
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Total Sources	\$31,960,000.00
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Uses Of Funds

Deposit to Net Cash Escrow Fund	31,634,828.47
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Costs of Issuance	325,000.00
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Rounding Amount	171.53
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Total Uses	\$31,960,000.00
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Flow of Funds Detail

State and Local Government Series (SLGS) rates for	3/30/2022
Date of OMP Candidates	

Net Cash Escrow Fund Solution Method	Net Funded
--------------------------------------	------------

Total Cost of Investments	\$31,634,828.47
---------------------------	-----------------

Interest Earnings @ 2.376%	1,600,265.28
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Total Draw s	\$33,235,093.75
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Issues Refunded And Call Dates

Series 2015 W&S	9/01/2024
-----------------	-----------

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	2,873,466.86
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Contingency or Rounding Amount	171.53
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Net Present Value Benefit	\$2,873,638.39
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Net PV Benefit / Refunded Principal	9.609%
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Net PV Benefit / Refunding Principal	8.991%
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Average Annual Cash Flow Savings	208,180.78
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Total New Net D/S	40,446,126.75
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Total Prior D/S	43,985,200.00
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Total Cashflow Savings	3,539,073.25
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Bond Statistics

Average Life	9.908 Years
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Average Coupon	2.6798013%
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Net Interest Cost (NIC)	2.6798013%
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SERIES 2022 – ALTERNATIVE WITH THE GREATEST SAVINGS

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	Old D/S	Savings
09/30/2022	-	-	269,263.00	269,263.00	684,643.75	415,380.75
09/30/2023	1,025,000.00	3.370%	1,059,780.75	2,084,780.75	2,266,287.50	181,506.75
09/30/2024	1,120,000.00	3.370%	960,959.75	2,080,959.75	2,264,162.50	183,202.75
09/30/2025	1,360,000.00	2.510%	731,288.50	2,091,288.50	2,274,412.50	183,124.00
09/30/2026	1,390,000.00	2.510%	696,776.00	2,086,776.00	2,271,912.50	185,136.50
09/30/2027	1,425,000.00	2.510%	661,447.75	2,086,447.75	2,271,787.50	185,339.75
09/30/2028	1,455,000.00	2.510%	625,303.75	2,080,303.75	2,264,037.50	183,733.75
09/30/2029	1,950,000.00	2.510%	582,571.00	2,532,571.00	2,716,912.50	184,341.50
09/30/2030	2,000,000.00	2.510%	532,998.50	2,532,998.50	2,714,537.50	181,539.00
09/30/2031	2,040,000.00	2.510%	482,296.50	2,522,296.50	2,707,912.50	185,616.00
09/30/2032	2,090,000.00	2.510%	430,465.00	2,520,465.00	2,701,862.50	181,397.50
09/30/2033	2,140,000.00	2.510%	377,378.50	2,517,378.50	2,702,062.50	184,684.00
09/30/2034	2,195,000.00	2.510%	322,974.25	2,517,974.25	2,703,187.50	185,213.25
09/30/2035	2,245,000.00	2.510%	267,252.25	2,512,252.25	2,694,187.50	181,935.25
09/30/2036	2,295,000.00	2.510%	210,275.25	2,505,275.25	2,690,425.00	185,149.75
09/30/2037	2,355,000.00	2.510%	151,917.75	2,506,917.75	2,692,337.50	185,419.75
09/30/2038	2,405,000.00	2.510%	92,179.75	2,497,179.75	2,680,331.25	183,151.50
09/30/2039	2,470,000.00	2.510%	30,998.50	2,500,998.50	2,684,200.00	183,201.50
Total	\$31,960,000.00	-	\$8,486,126.75	\$40,446,126.75	\$43,985,200.00	\$3,539,073.25

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	2,873,466.86
Contingency or Rounding Amount	171.53
Net Present Value Benefit	\$2,873,638.39
Net PV Benefit / \$29,905,000 Refunded Principal	9.609%
Net PV Benefit / \$31,960,000 Refunding Principal	8.991%

Refunding Bond Information

Refunding Dated Date	6/01/2022
Refunding Delivery Date	6/01/2022

SERIES 2022 – ALTERNATIVE WITH THE GREATEST SAVINGS

Regions Cinderella: 3.37% Taxable; 2.51% Tax-Exempt / Dated: June 1, 2022 / Callable: 2031

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2022	-	-	269,263.00	269,263.00
09/30/2023	1,025,000.00	3.370%	1,059,780.75	2,084,780.75
09/30/2024	1,120,000.00	3.370%	960,959.75	2,080,959.75
09/30/2025	1,360,000.00	2.510%	731,288.50	2,091,288.50
09/30/2026	1,390,000.00	2.510%	696,776.00	2,086,776.00
09/30/2027	1,425,000.00	2.510%	661,447.75	2,086,447.75
09/30/2028	1,455,000.00	2.510%	625,303.75	2,080,303.75
09/30/2029	1,950,000.00	2.510%	582,571.00	2,532,571.00
09/30/2030	2,000,000.00	2.510%	532,998.50	2,532,998.50
09/30/2031	2,040,000.00	2.510%	482,296.50	2,522,296.50
09/30/2032	2,090,000.00	2.510%	430,465.00	2,520,465.00
09/30/2033	2,140,000.00	2.510%	377,378.50	2,517,378.50
09/30/2034	2,195,000.00	2.510%	322,974.25	2,517,974.25
09/30/2035	2,245,000.00	2.510%	267,252.25	2,512,252.25
09/30/2036	2,295,000.00	2.510%	210,275.25	2,505,275.25
09/30/2037	2,355,000.00	2.510%	151,917.75	2,506,917.75
09/30/2038	2,405,000.00	2.510%	92,179.75	2,497,179.75
09/30/2039	2,470,000.00	2.510%	30,998.50	2,500,998.50
Total	\$31,960,000.00	-	\$8,486,126.75	\$40,446,126.75

Yield Statistics

Bond Year Dollars	\$316,670.00
Average Life	9.908 Years
Average Coupon	2.6798013%
Net Interest Cost (NIC)	2.6798013%
True Interest Cost (TIC)	2.7042088%
Bond Yield for Arbitrage Purposes	2.7042088%

IRS Form 8038

Net Interest Cost	2.6798013%
Weighted Average Maturity	9.908 Years

SERIES 2022 – ALTERNATIVE WITH THE GREATEST SAVINGS

Regions Cinderella: 3.37% Taxable; 2.51% Tax-Exempt / Dated: June 1, 2022 / Callable: 2031

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
06/01/2022	-	-	-	0.47	-	0.47
09/01/2022	505,438.00	0.540%	179,205.56	684,643.56	684,643.75	0.28
03/01/2023	1,234,497.00	1.420%	370,146.64	1,604,643.64	1,604,643.75	0.17
09/01/2023	304,609.00	1.950%	357,035.27	661,644.27	661,643.75	0.69
03/01/2024	1,272,578.00	2.240%	354,065.34	1,626,643.34	1,626,643.75	0.28
09/01/2024	28,317,706.00	2.400%	339,812.47	28,657,518.47	28,657,518.75	-
Total	\$31,634,828.00	-	\$1,600,265.28	\$33,235,093.75	\$33,235,093.75	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.47
Cost of Investments Purchased with Bond Proceeds	31,634,828.00
Total Cost of Investments	\$31,634,828.47
Target Cost of Investments at bond yield	\$31,421,292.04
Actual positive or (negative) arbitrage	(213,536.43)
Yield to Receipt	2.3755445%
Yield for Arbitrage Purposes	2.7042088%
State and Local Government Series (SLGS) rates for	3/30/2022

SERIES 2022 – ALTERNATIVE WITH THE GREATEST SAVINGS

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 1/29/2015 Delivered 1/29/2015							
Series 2015 W&S	03/01/2023	Serial	Coupon	5.000%	920,000	-	-
Series 2015 W&S	03/01/2024	Serial	Coupon	5.000%	965,000	-	-
Series 2015 W&S	03/01/2025	Serial	Coupon	5.000%	1,025,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2026	Serial	Coupon	5.000%	1,075,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2027	Serial	Coupon	5.000%	1,130,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2028	Serial	Coupon	5.000%	1,180,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2029	Serial	Coupon	5.000%	1,705,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2030	Serial	Coupon	5.000%	1,790,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2031	Serial	Coupon	5.000%	1,875,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2032	Serial	Coupon	3.000%	1,945,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2033	Serial	Coupon	5.000%	2,025,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2034	Serial	Coupon	5.000%	2,130,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2035	Serial	Coupon	5.000%	2,230,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2036	Term 1	Coupon	3.250%	1,170,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2037	Term 1	Coupon	3.250%	1,220,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2038	Term 1	Coupon	3.250%	1,265,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2039	Term 1	Coupon	3.250%	1,320,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2036	Term 2	Coupon	5.000%	1,160,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2037	Term 2	Coupon	5.000%	1,210,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2038	Term 2	Coupon	5.000%	1,255,000	09/01/2024	100.000%
Series 2015 W&S	03/01/2039	Term 2	Coupon	5.000%	1,310,000	09/01/2024	100.000%
Subtotal	-	-	-	-	\$29,905,000	-	-
Total	-	-	-	-	\$29,905,000	-	-



Stephens

Public Finance

MARKET UPDATE
Week Ending 3/25/2022

Market Overview

Market Snapshot							
	3/25/2021	12/31/2021	3/18/2022	3/25/2022	Last Week Change	YTD Change	Year Change
Dow Jones	32,420	36,398	34,755	34,861	0.3%	-4.2%	7.5%
Nasdaq	12,962	15,742	13,894	14,169	2.0%	-10.0%	9.3%
Russell 2000	2,134	2,249	2,086	2,078	-0.4%	-7.6%	-2.6%
S&P 500	3,889	4,779	4,463	4,543	1.8%	-4.9%	16.8%
FTSE 100	6,713	7,403	7,405	7,483	1.1%	1.1%	11.5%

Eur-USD	1.181	1.133	1.105	1.098	-0.6%	-3.0%	-7.0%
Oil	61.18	76.99	104.70	113.90	8.8%	47.9%	86.2%
Natural Gas	2.52	3.56	4.86	5.57	14.6%	56.4%	121.2%
Gold	1,730.50	1,805.85	1,935.80	1,953.80	0.9%	8.2%	12.9%

Fed Funds	0.07	0.07	0.32	0.32	0.0%	357.1%	357.1%
Prime Rate	3.25	3.25	3.50	3.50	0.0%	7.7%	7.7%
30-day LIBOR	0.110	0.102	0.447	0.445	-0.3%	336.9%	303.8%
Rev Bond Index	2.76	1.97	2.81	2.95	5.0%	49.7%	6.9%
G.O. Bond Index	2.40	2.06	2.53	2.67	5.5%	29.6%	11.3%

Treasury Yields							
Trsy	3/25/2021	12/31/2021	3/18/2022	3/25/2022	Last Week Change (bps)	YTD Change (bps)	Year Change (bps)
2 Yr	0.14	0.73	1.97	2.30	↑ 33	↑ 157	↑ 216
5 Yr	0.82	1.26	2.14	2.55	↑ 41	↑ 129	↑ 173
10 Yr	1.63	1.52	2.14	2.48	↑ 34	↑ 96	↑ 85
30 Yr	2.34	1.90	2.42	2.60	↑ 18	↑ 70	↑ 26

AAA MMD Yield							
MMD	3/25/2021	12/31/2021	3/18/2022	3/25/2022	Last Week Change (bps)	YTD Change (bps)	Year Change (bps)
5 Yr	0.50	0.59	1.65	1.96	↑ 31	↑ 137	↑ 146
10 Yr	1.11	1.03	1.93	2.18	↑ 25	↑ 115	↑ 107
20 Yr	1.54	1.30	2.20	2.41	↑ 21	↑ 111	↑ 87
30 Yr	1.74	1.49	2.33	2.54	↑ 21	↑ 105	↑ 80

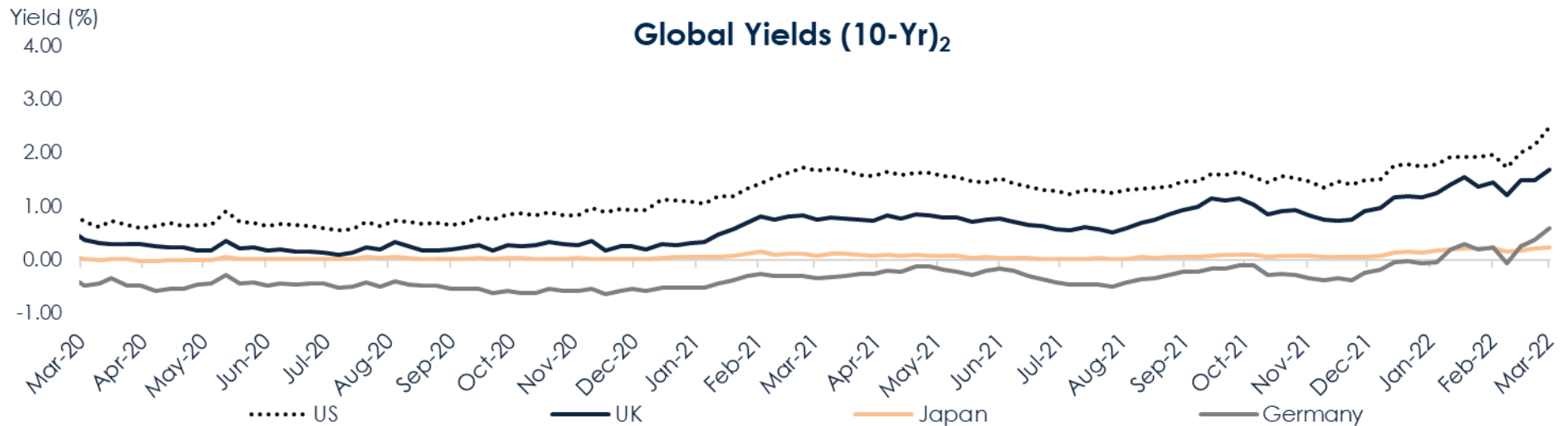
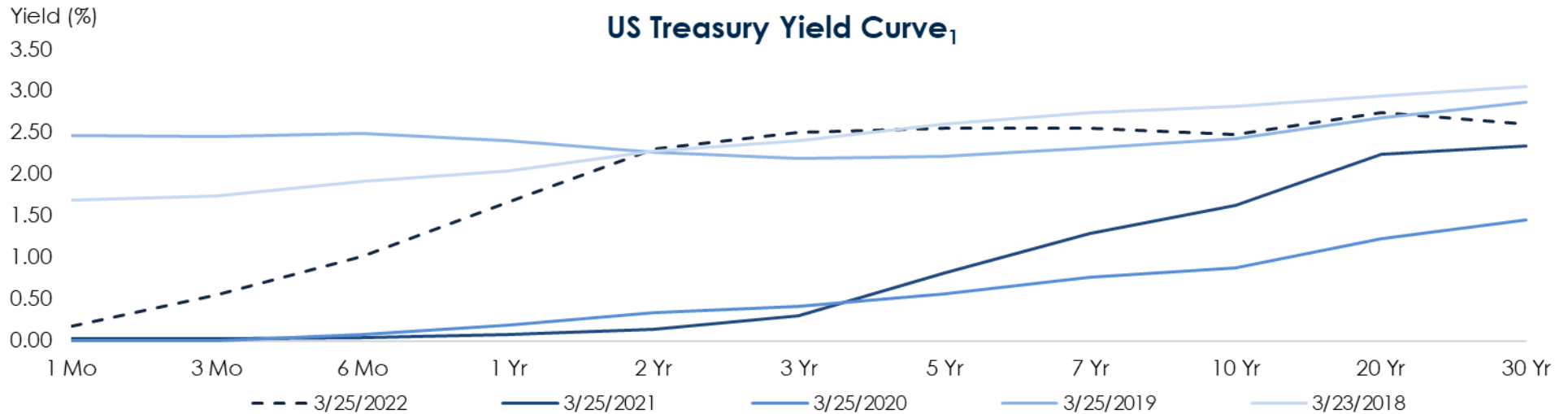
Economic Calendar		
TIME (ET)	REPORT	PERIOD
MONDAY, MARCH 28		
8:30 AM	Advance Goods Trade Balance	Feb
8:30 AM	Wholesale Inventories	Feb P
8:30 AM	Retail Inventories	Feb
10:30 AM	Dallas Fed Manf. Activity	Mar
TUESDAY, MARCH 29		
9:00 AM	FHFA House Price Index	Jan
9:00 AM	S&P CoreLogic CS Data	Jan
10:00 AM	Conf. Board Consumer Confidence	Mar
10:00 AM	JOLTS Job Openings	Feb
WEDNESDAY, MARCH 30		
7:00 AM	MBA Mortgage Applications	25-Mar
8:15 AM	ADP Employment Change	Mar
8:30 AM	GDP	4Q T
8:30 AM	Personal Consumption	4Q T
8:30 AM	Core PCE	4Q T
THURSDAY, MARCH 31		
7:30 AM	Challenger Job Cuts	Mar
8:30 AM	Initial Jobless Claims	26-Mar
8:30 AM	Continuing Claims	19-Mar
8:30 AM	Personal Income & Spending	Feb
8:30 AM	PCE Delator	Feb
9:45 AM	MNI Chicago PMI	Mar
FRIDAY, APRIL 1		
8:30 AM	Payrolls	Mar
8:30 AM	Unemployment Rate	Mar
8:30 AM	Average Hourly Earnings	Mar
8:30 AM	Labor Force Participation Rate	Mar
8:30 AM	Underemployment Rate	Mar
9:45 AM	S&P Global US Manufacturing PMI	Mar F
10:00 AM	Construction Spending Feb	Feb
10:00 AM	ISM Data	Mar
	Wards Total Vehicle Sales	Mar

Municipal 30 Day Visible Supply

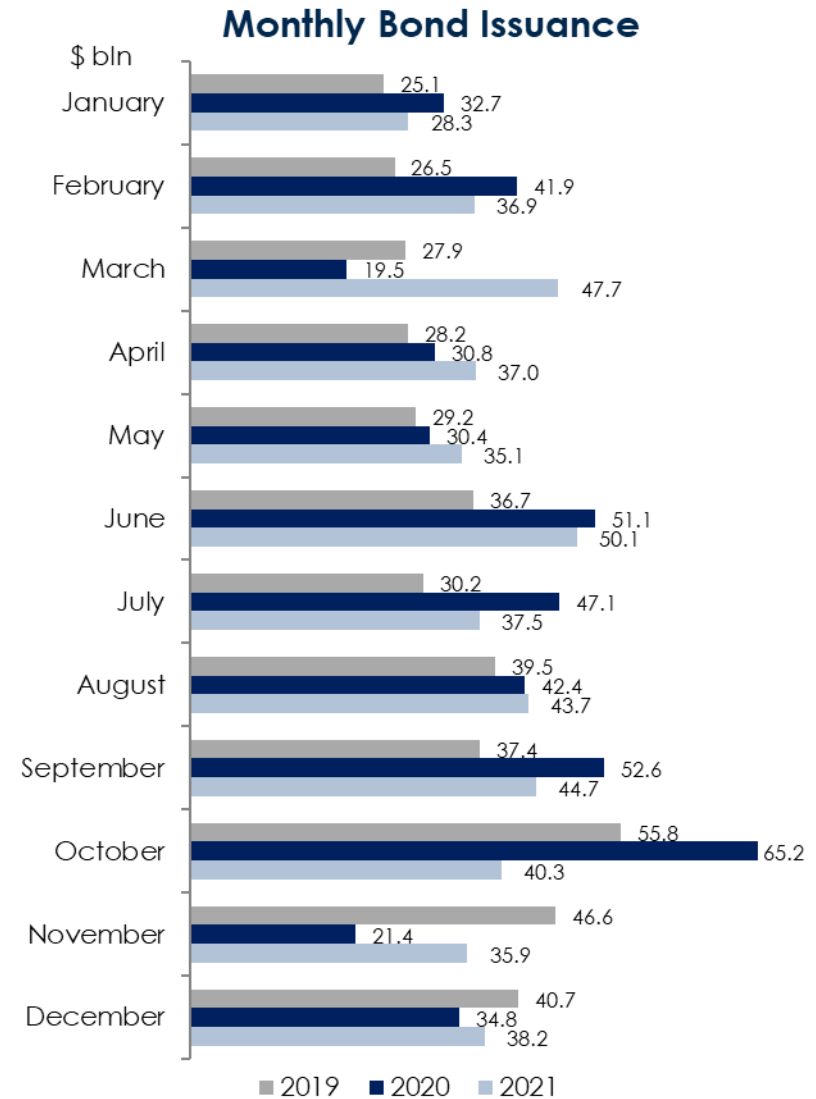
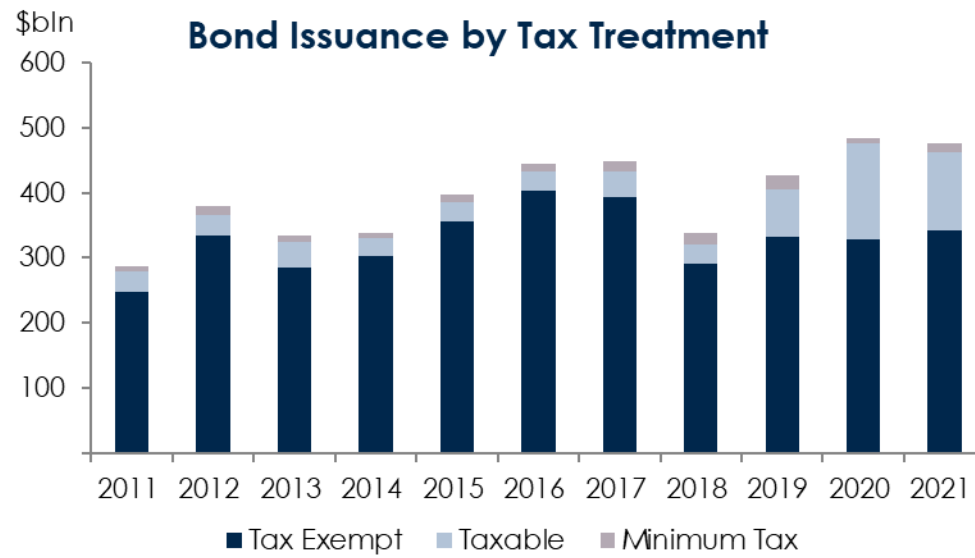
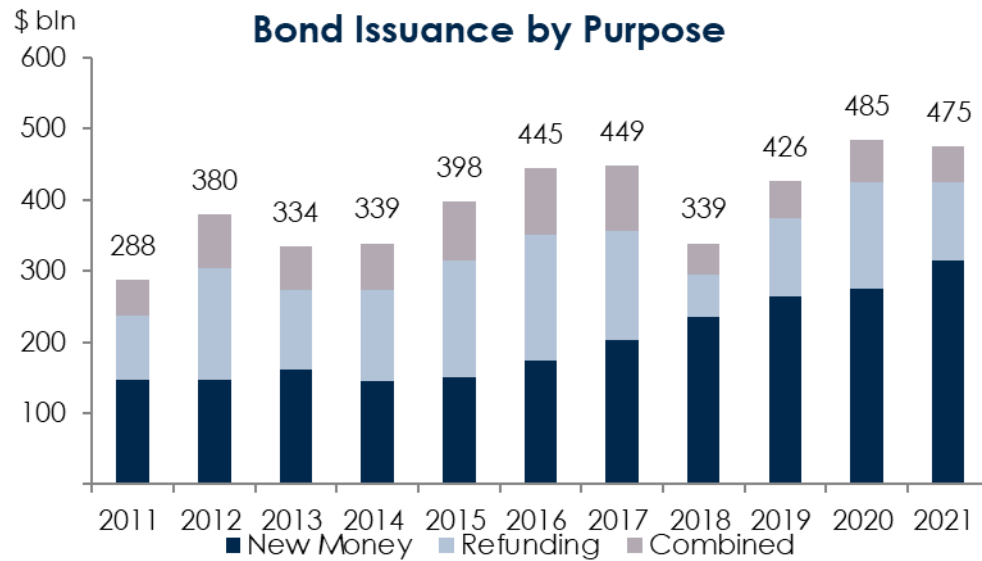
Week Ending	1/21/22	1/28/22	2/4/22	2/11/22	2/18/22	2/25/22	3/4/22	3/11/22	3/18/22	3/25/22
(\$ millions)										
Arkansas - C	0.0	0.0	0.0	2.9	57.0	176.5	77.9	0.0	0.0	8.9
Arkansas - N	30.5	34.1	31.1	30.8	4.4	0.0	67.9	1.7	33.7	165.0
Total Arkansas	30.5	34.1	31.1	33.7	61.4	176.5	145.8	1.7	33.7	173.9
Georgia - C	48.0	0.0	28.1	265.0	546.1	0.0	0.0	0.0	0.0	0.0
Georgia - N	626.3	274.0	40.1	31.0	11.2	11.2	69.4	857.0	70.0	19.0
Total Georgia	674.3	274.0	68.2	296.0	557.3	11.2	69.4	857.0	70.0	19.0
Mississippi - C	0.0	2.3	4.6	5.0	0.0	0.0	0.0	0.0	0.0	0.0
Mississippi - N	0.0	0.0	0.0	0.0	10.0	78.6	78.6	166.8	166.8	88.6
Total Mississippi	0.0	2.3	4.6	5.0	10.0	78.6	78.6	166.8	166.8	88.6
North Carolina - C	14.0	0.0	0.0	284.2	0.0	0.0	0.0	181.6	20.6	0.0
North Carolina - N	171.0	39.8	9.4	0.0	0.0	0.0	0.0	150.0	150.0	0.0
Total North Carolina	185.0	39.8	9.4	284.2	0.0	0.0	0.0	331.6	170.6	0.0
South Carolina - C	109.5	39.9	0.0	0.0	0.0	71.7	43.0	16.0	0.0	40.0
South Carolina - N	0.0	0.0	0.0	945.0	0.0	0.0	0.0	0.0	84.0	18.3
Total South Carolina	109.5	39.9	0.0	945.0	0.0	71.7	43.0	16.0	84.0	58.3
Tennessee - C	0.0	6.3	6.3	0.0	0.0	26.9	29.1	36.3	97.0	167.7
Tennessee - N	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	175.0	0.0
Total Tennessee	0.0	6.3	6.3	0.0	0.0	26.9	29.1	36.3	272.0	167.7
Texas - C	254.1	212.4	131.6	252.6	92.5	112.5	71.5	62.0	70.6	12.9
Texas - N	1,863.6	2,039.0	1,287.7	1,182.3	467.9	893.0	937.7	280.3	1,014.0	3,422.1
Total Texas	2,117.7	2,251.4	1,419.3	1,434.9	560.4	1,005.5	1,009.2	342.3	1,084.6	3,435.0
United States - C	1,942.9	3,111.3	2,119.0	2,027.1	2,019.0	2,195.6	1,819.1	1,123.1	2,532.8	2,402.2
United States - N	8,941.4	9,431.8	7,001.7	7,365.4	7,986.7	8,731.0	11,207.9	8,803.7	9,807.6	13,224.5
Total United States	10,884.3	12,543.1	9,120.7	9,392.5	10,005.7	10,926.6	13,027.0	9,926.8	12,340.4	15,626.7

C - Competitive N - Negotiated

Global Bond Yields

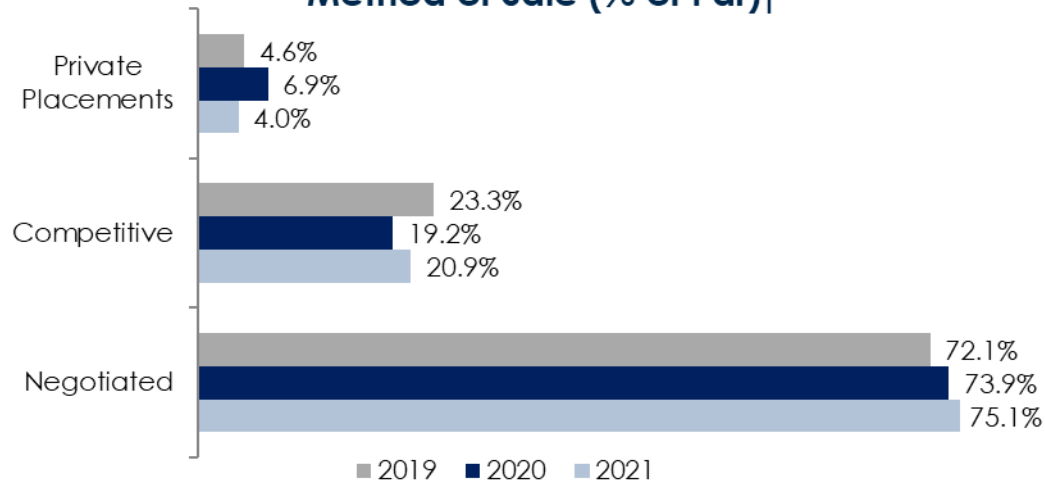


Municipal Market Overview

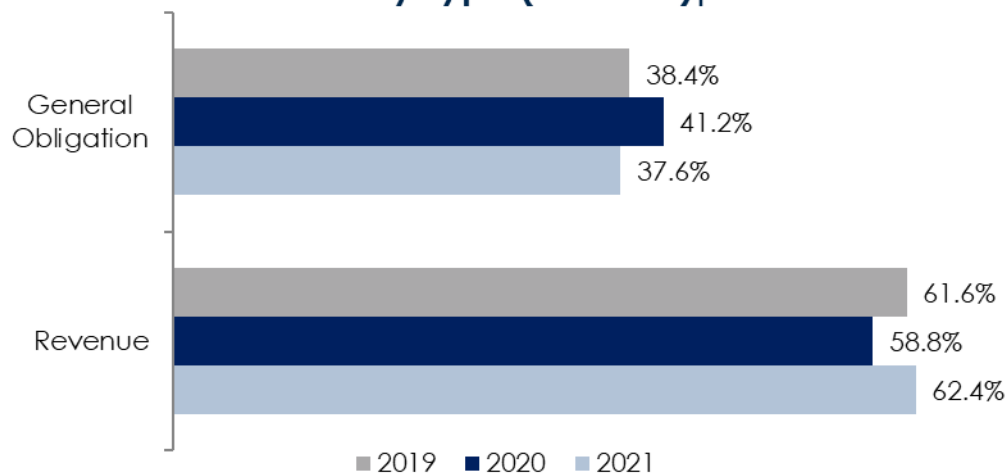


Municipal Market Overview

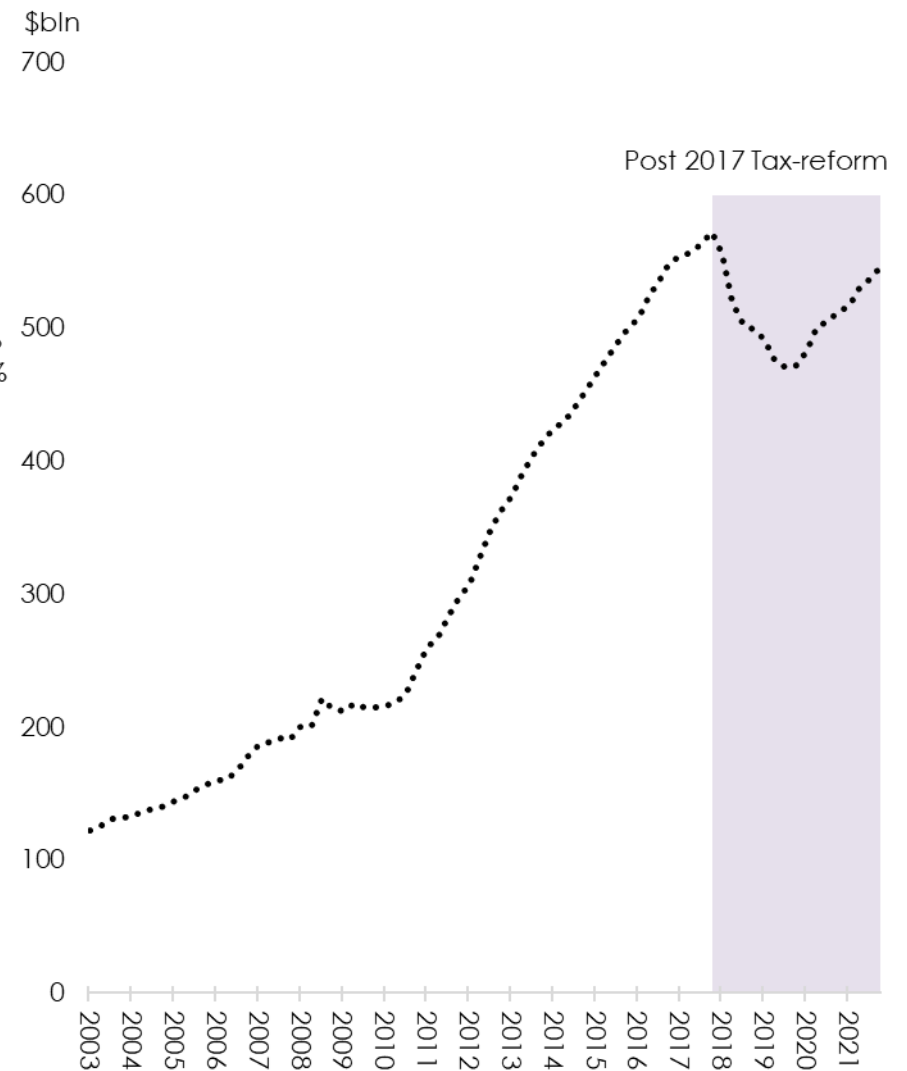
Method of Sale (% of Par)₁



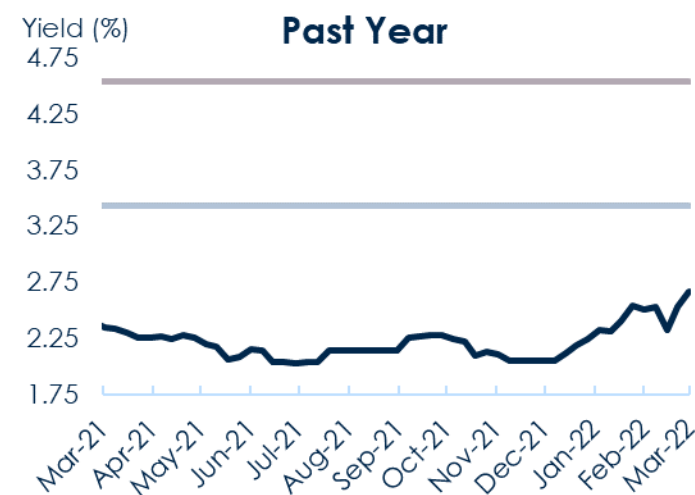
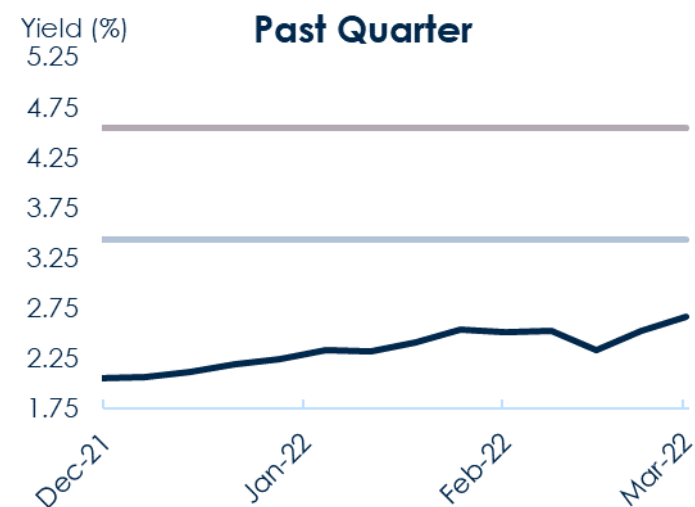
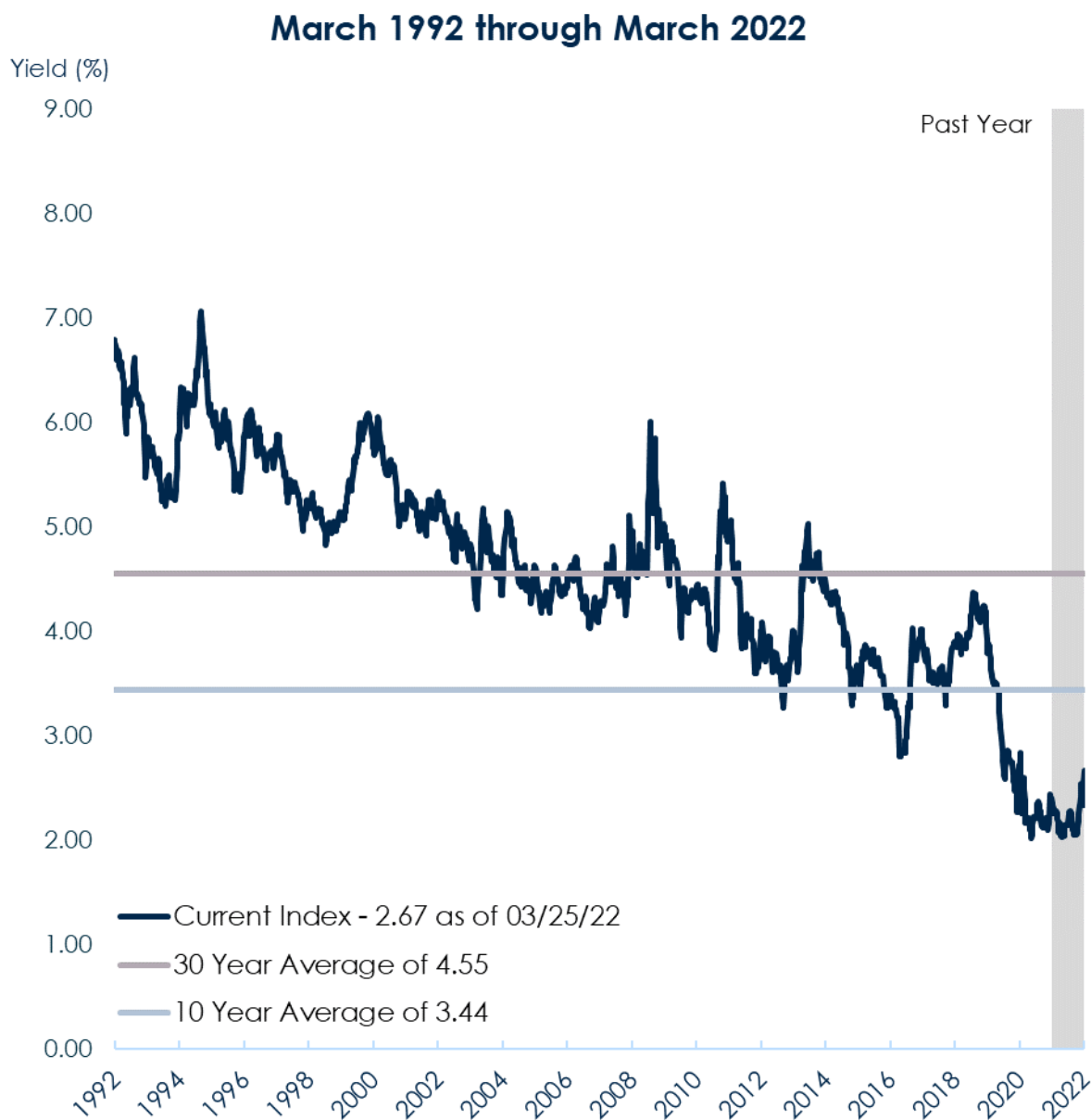
Security Type (% of Par)₁



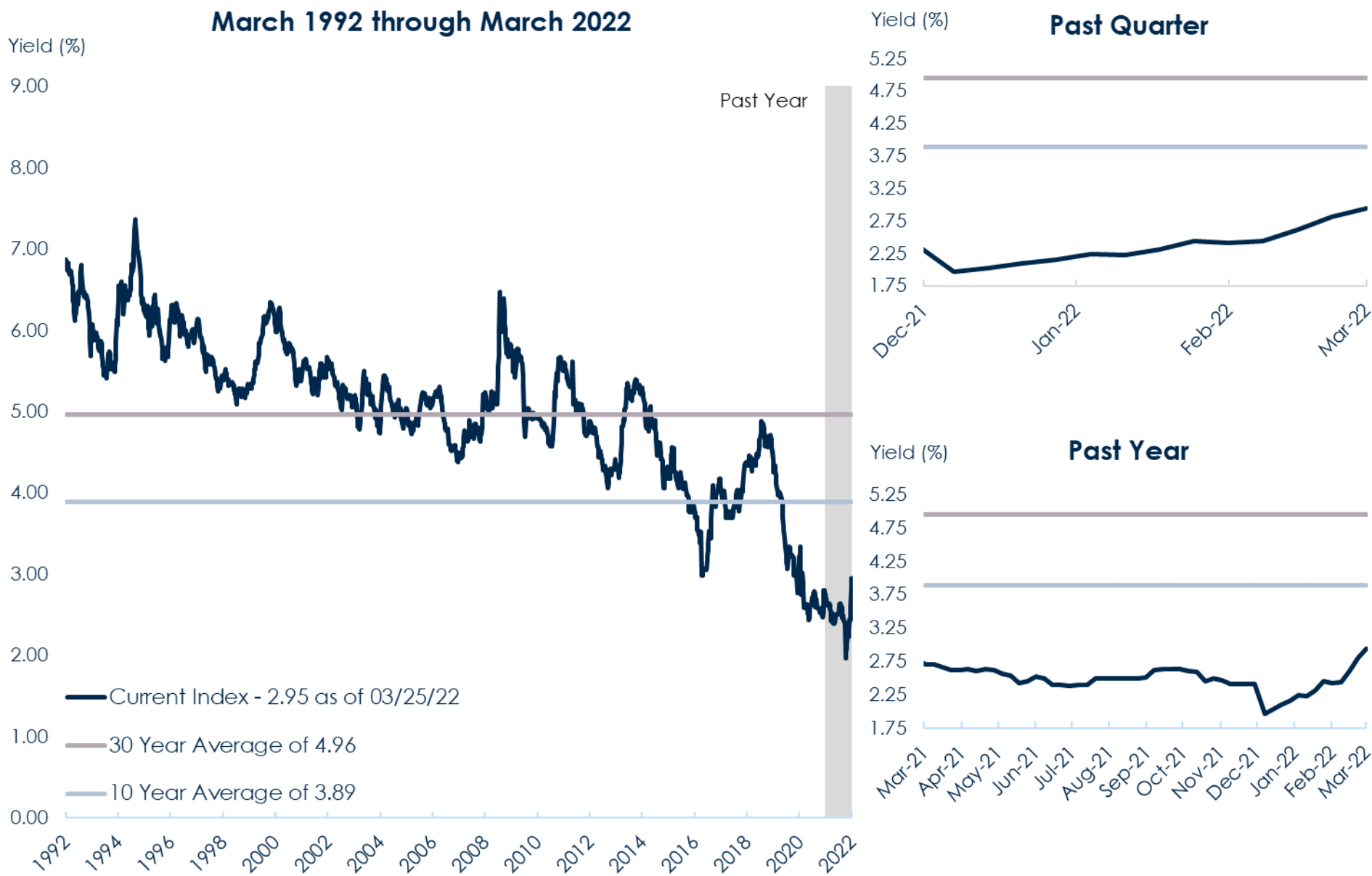
Bank Holdings of Municipal Bonds₂



Bond Buyer G.O. Bond Index

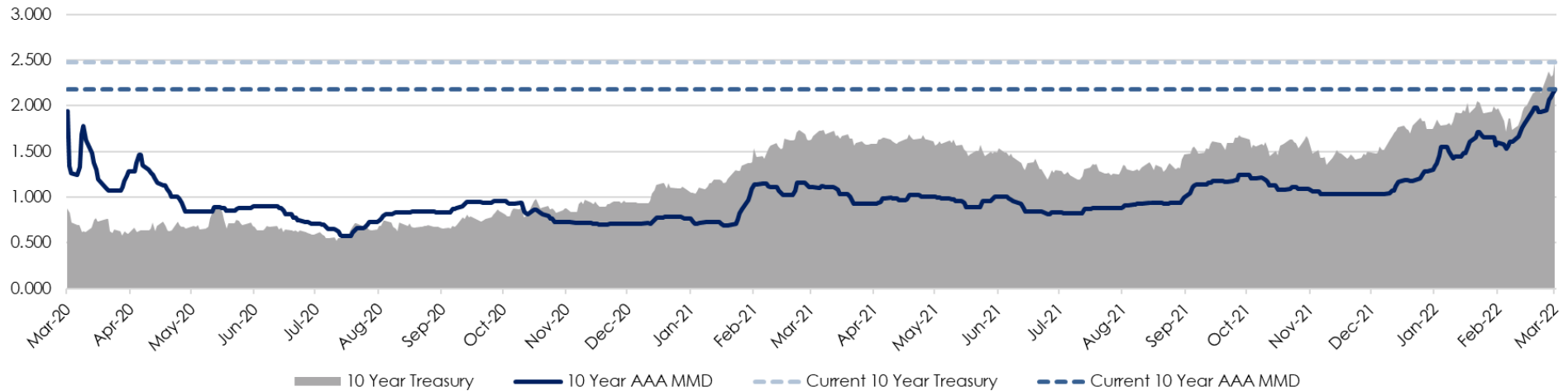


Bond Buyer Revenue Bond Index



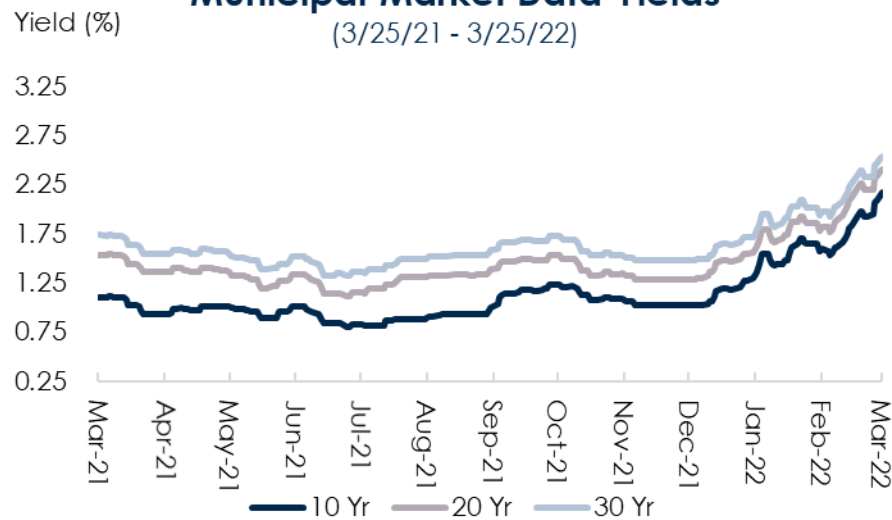
Taxable and Tax-Exempt Interest Rates

10 Year Treasury vs 10 Year AAA MMD



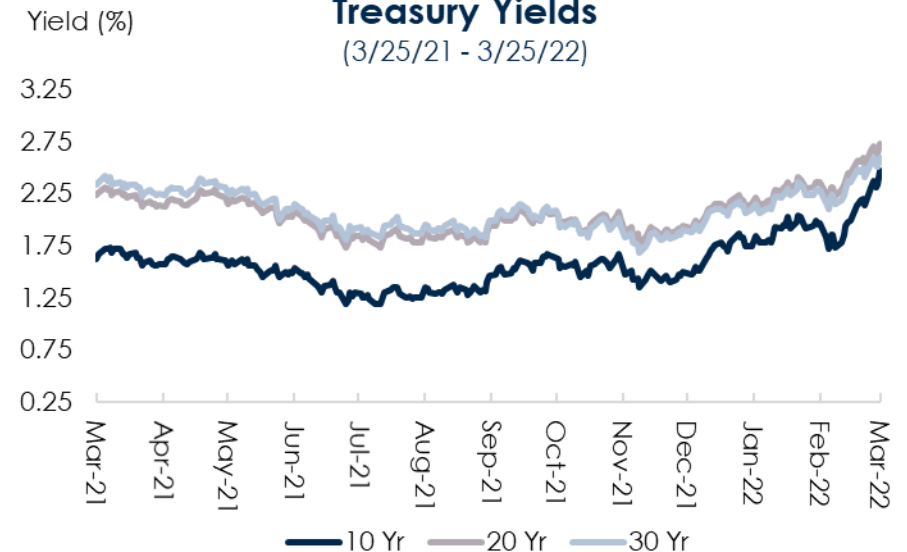
Municipal Market Data Yields

(3/25/21 - 3/25/22)

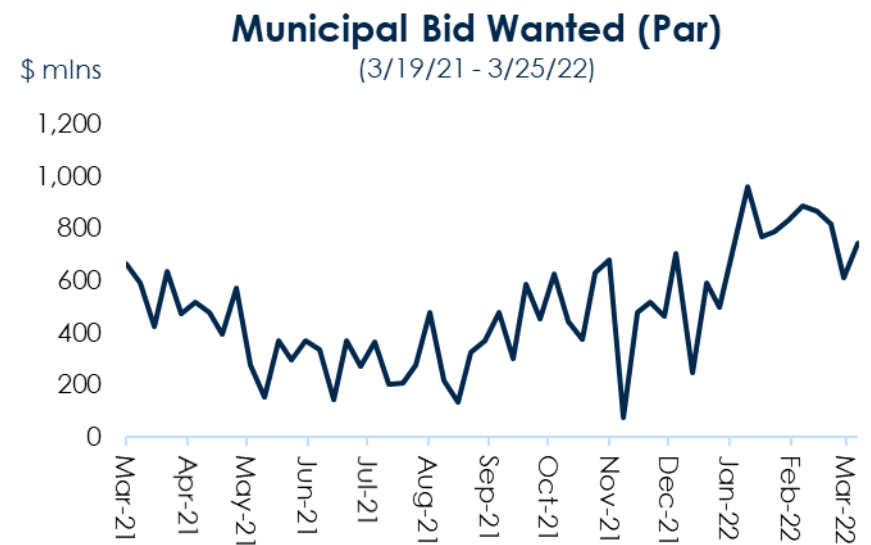
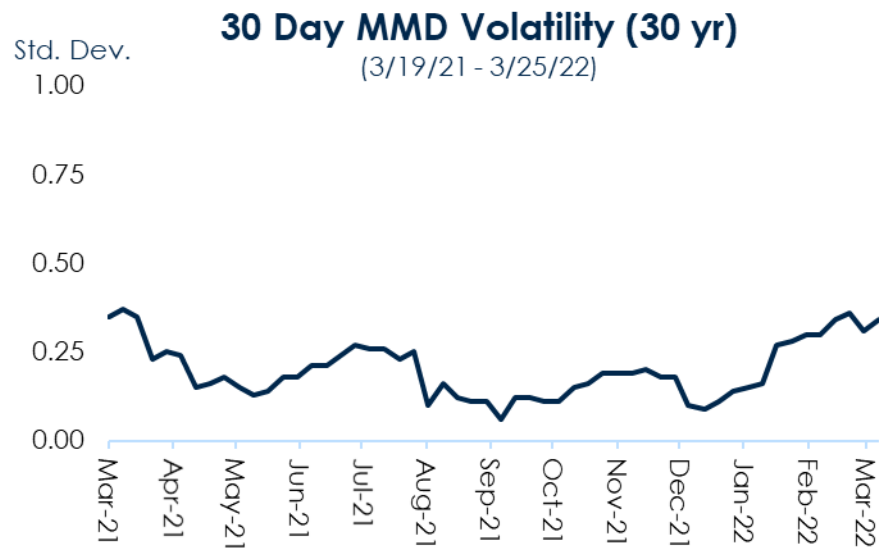
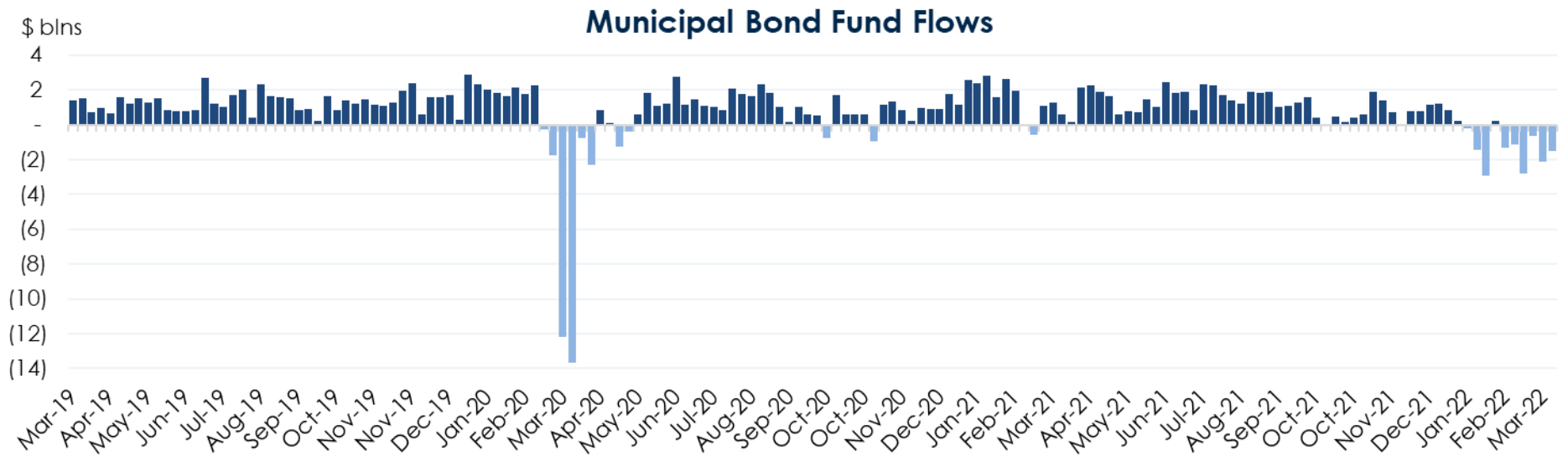


Treasury Yields

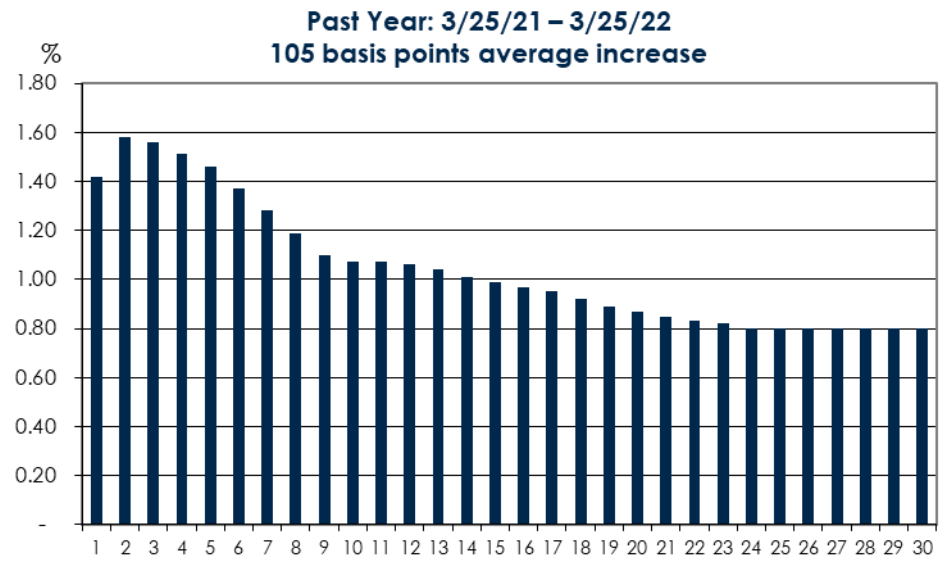
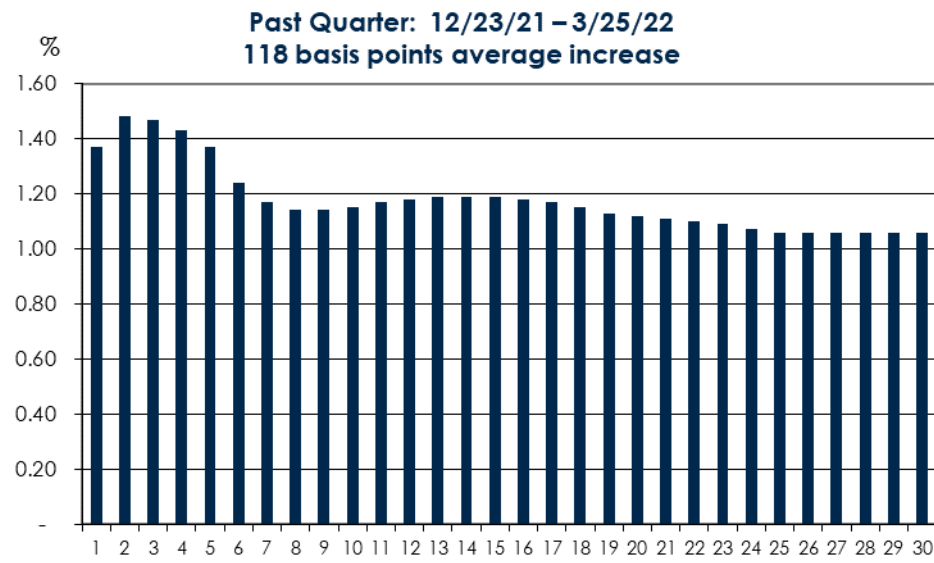
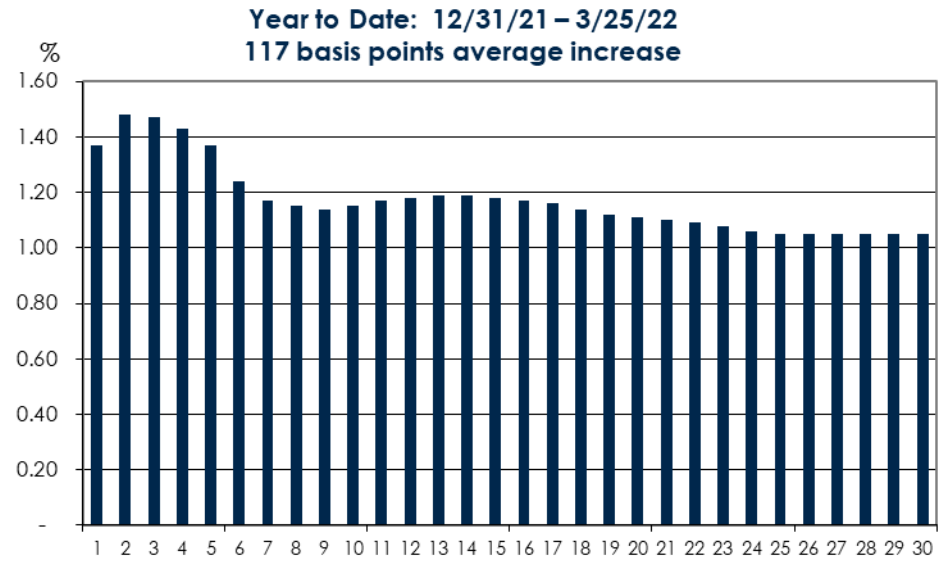
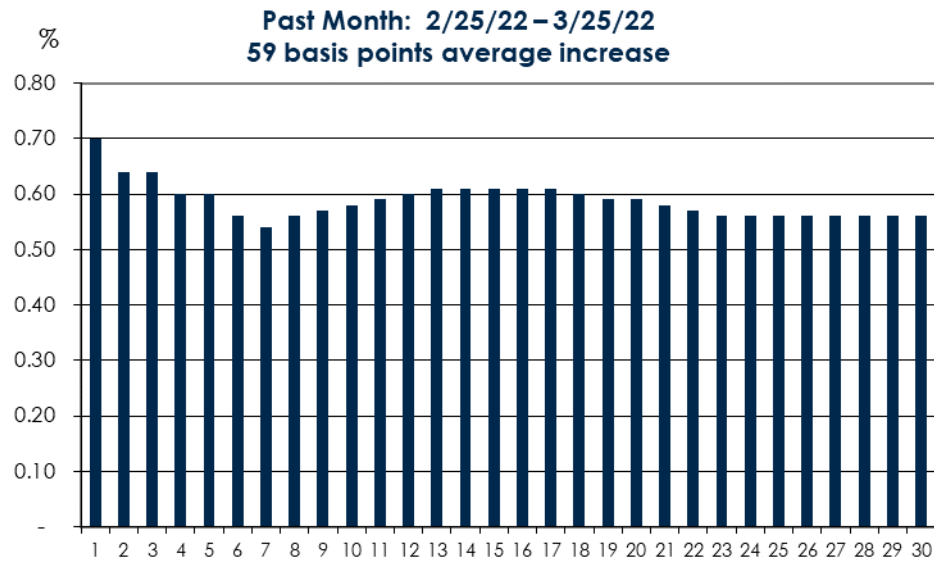
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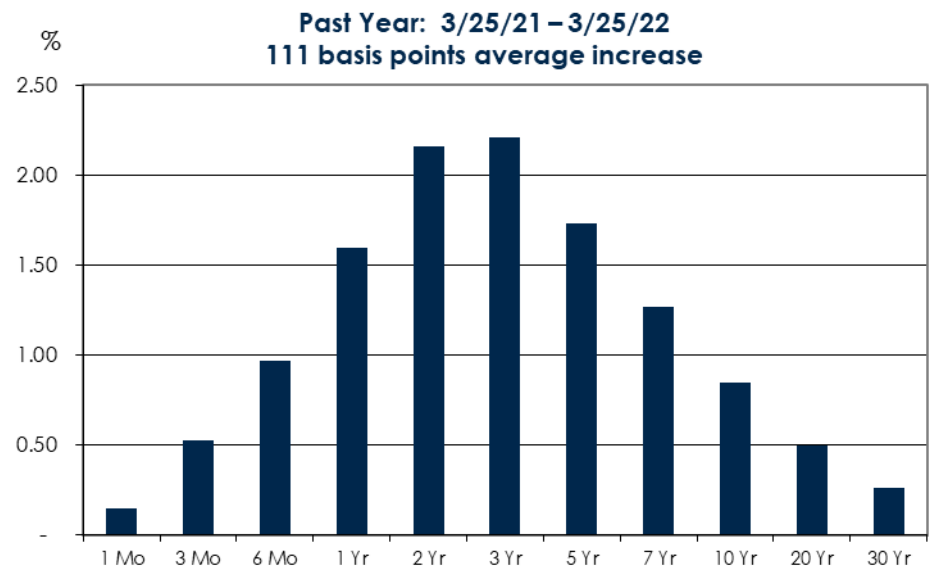
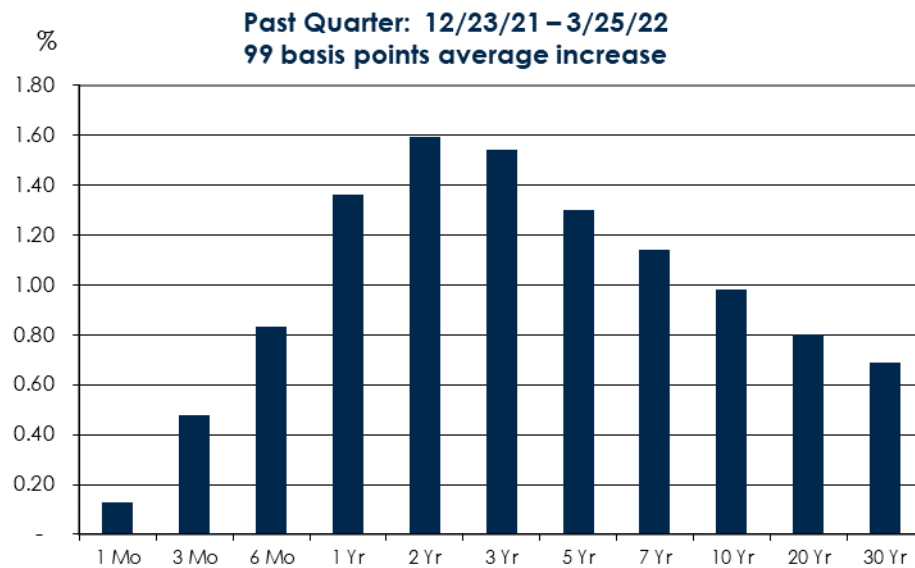
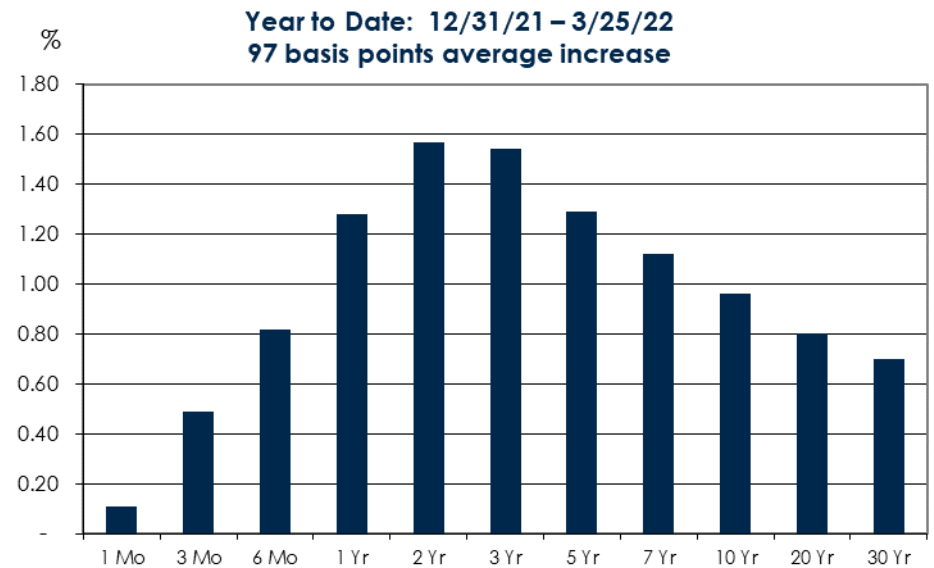
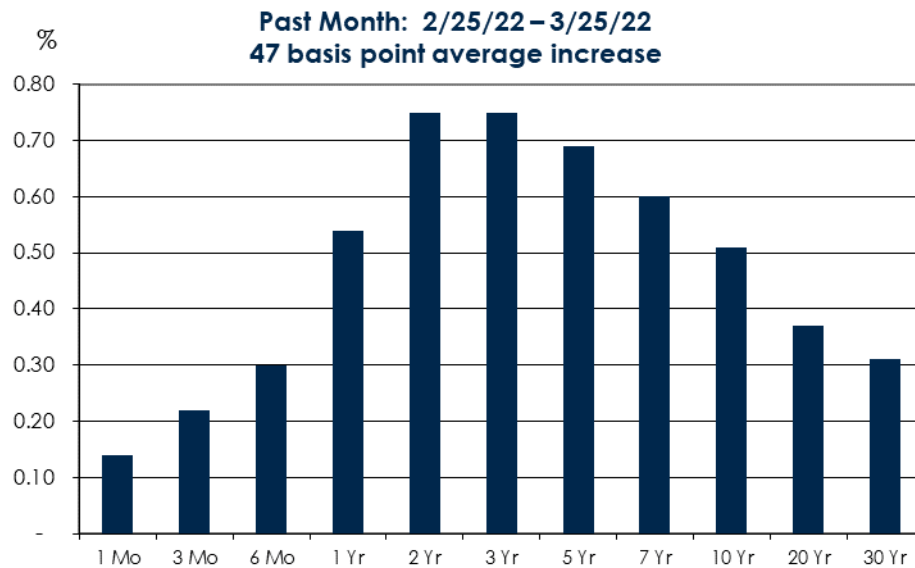
Municipal Bond Data



Change AAA MMD Rates per Maturity (Tax Exempt)



Change US Treasury Rates per Maturity (Taxable)



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**A RESOLUTION AUTHORIZING THE STAFF AND PROFESSIONALS
TO PROCEED WITH THE ISSUANCE OF REVENUE BONDS; AND FOR
OTHER PURPOSES.**

WHEREAS, the Villa Rica City Council (the “City Council”) has determined that it is in the City’s best interest for the City of Villa Rica Public Facilities Authority (the “Authority”) to issue its refunding revenue bonds (the “Bonds”) in order to refinance all or a portion of the Authority’s Revenue Bonds (City of Villa Rica Water and Sewerage Project), Series 2015 (the “Series 2015 Bonds”); and

WHEREAS, the City desires to authorize (a) its staff members (the “Staff”) and Stephens, Inc. (“Stephens”) to develop a plan of finance for the issuance of the Bonds (the “Plan of Finance”) and (b) the Staff, Stephens, the City’s Bond Counsel, Murray Barnes Finister LLP (“MBF”) and the Authority’s and the City’s Counsel, Tisinger Vance, P.C. (“TV”), to carry out the Plan of Finance and proceed with the issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council, and it is
HEREBY RESOLVED, as follows:**

Section 1. Authorization to Proceed. The Staff, Stephens, MBF and TV are hereby authorized, empowered and directed to do all such acts and things as may be necessary or desirable in connection with the issuance of the Bonds for the purpose of refunding the Series 2015 Bonds.

Section 2. Authorization to Execute Necessary Documents. The Mayor is hereby authorized and empowered to execute all such documents (the “Documents”) as may be necessary or desirable in connection with the issuance of the Bonds. In the event that the Mayor is unable or unwilling to execute the Documents, the Documents shall be executed by the Mayor Pro-Tem.

Section 3. Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds are in all respects ratified, approved and confirmed.

Section 4. Repealing Clause. All resolutions or parts thereof in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 12th day of April, 2022.

VILLA RICA CITY COUNCIL

(SEAL)

By: _____
Mayor

Attest:

Clerk

CLERK'S CERTIFICATE

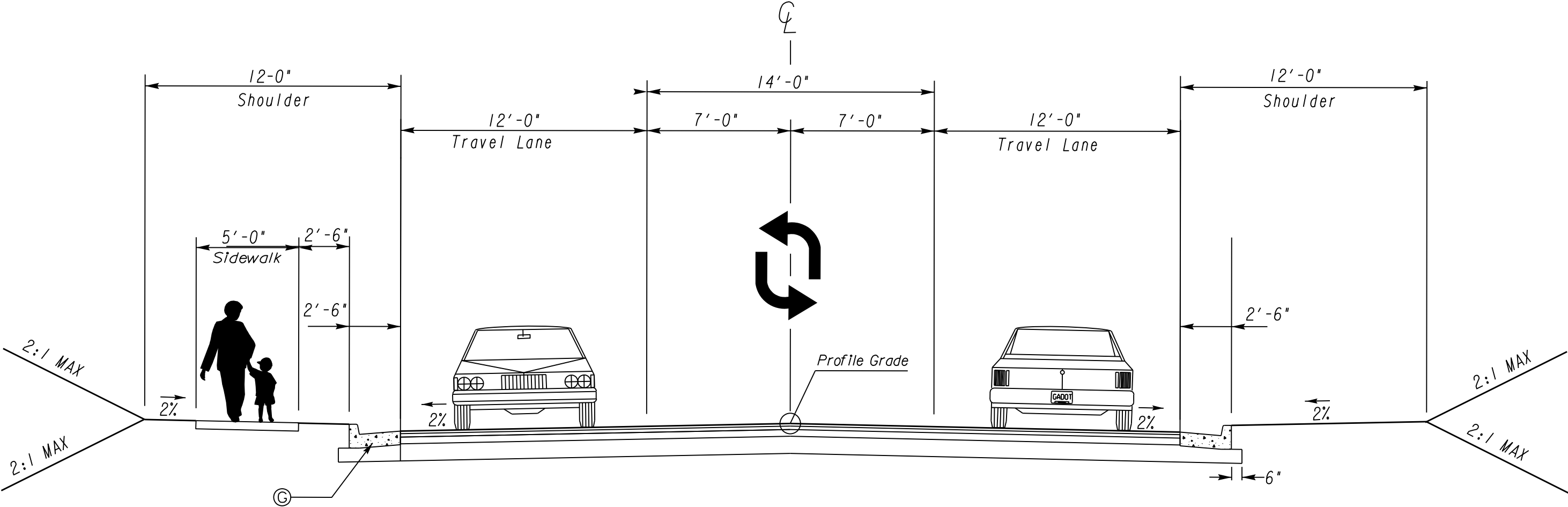
The undersigned Clerk of the Villa Rica City Council (the "City Council") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to issuance of revenue bonds constitute a true and correct copy of the Resolution adopted by the City Council on April 12, 2022 in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of the Resolution appears of record in the Minute Book of the City Council, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City Council, this 12th day of April 2022.

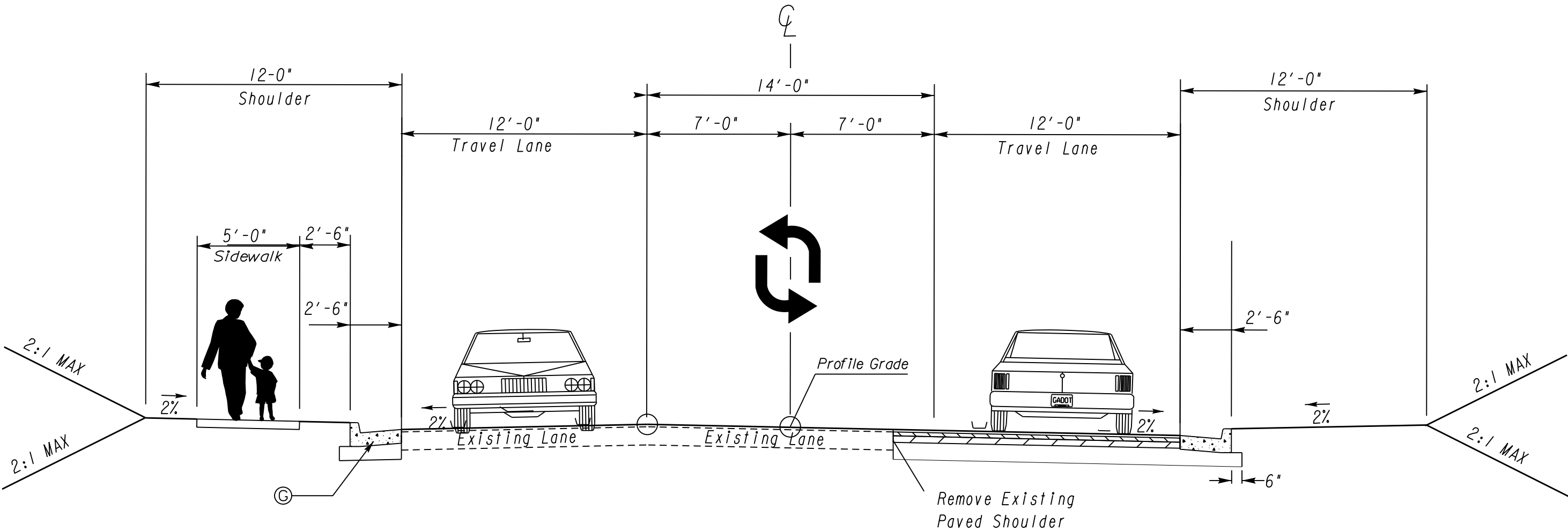
Clerk

(SEAL)

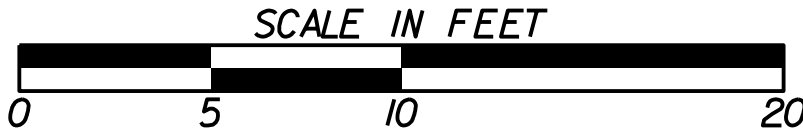
DRAWING NO. | |



Urban 2-Lane 14' Flush Median
Tangent New Location
Punkintown Road



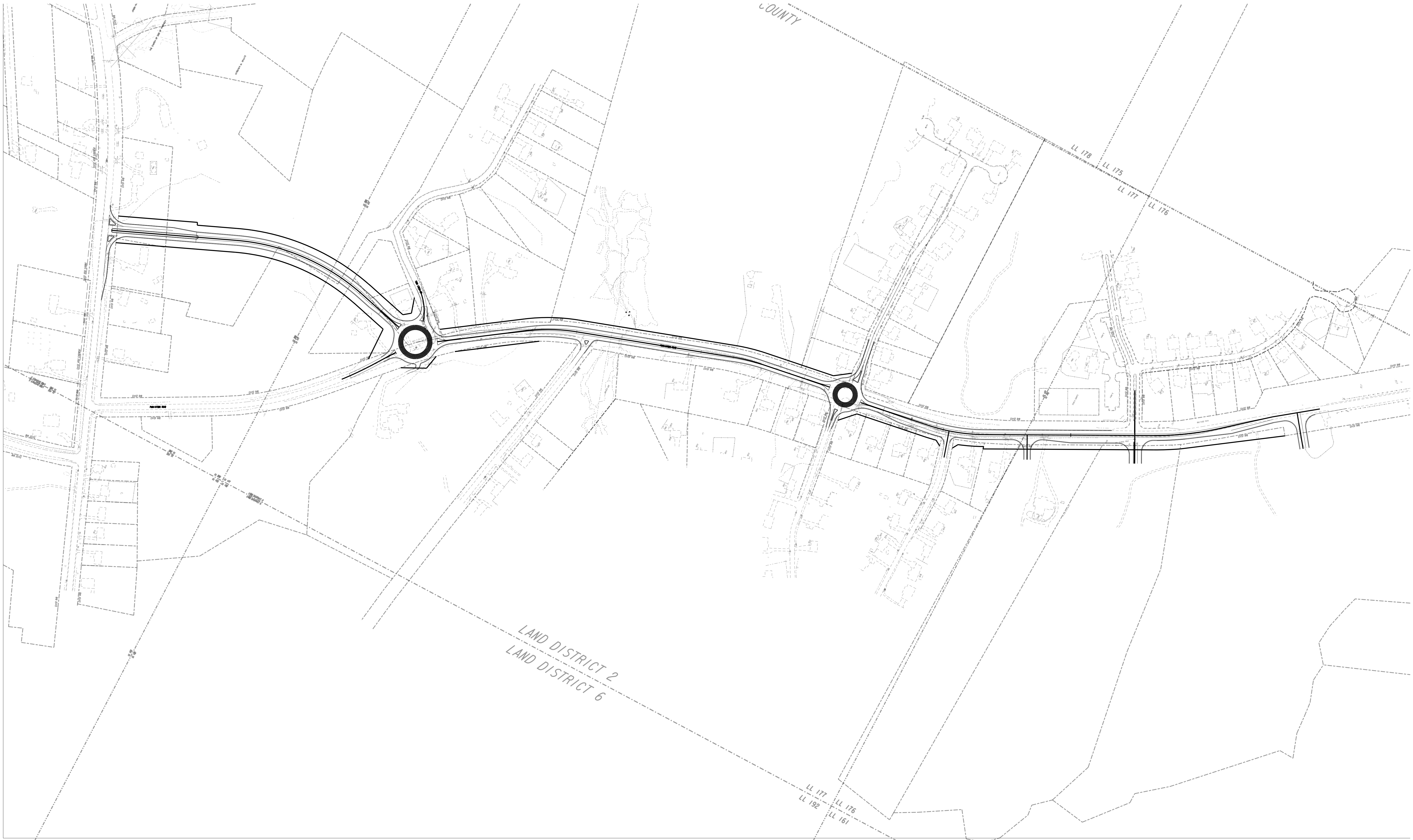
Urban 2-Lane 14' Flush Median
Tangent Overlaying Existing
Punkintown Road



REVISION DATES

TYPICAL SECTION FOR PUNKENTOWN ROAD

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		
CORRECTED:		DATE:		
VERIFIED:		DATE:		





AECS

American Environmental & Construction Services, Inc.
1170 Tidwell Road
Alpharetta, GA 30004
Tel: (770) 754-6440



February 2, 2016

Mr. David A. Milliron
Villa Rica City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, Georgia 30180

1 file

Butterballs

Subject: 121 West Bankhead Hwy, Villa Rica, Carroll County, Georgia

Dear Mr. Milliron,

On January 27, 2016, American Environmental & Construction Services (AECS) completed a Phase II Environmental Site Assessment (ESA) for a parcel of land located at 121 West Bankhead Highway in Villa Rica, Carroll County, Georgia. AECS conducted three soil borings (B-1, B-2, and B-3) on the property and collected three soil samples and one groundwater sample. The soil and groundwater samples collected were analyzed for Semi Volatile Organic Compounds (SVOCs), Volatile Organic Compounds (VOCs), RCRA metals, and Polychlorinated Biphenyls (PCBs). Concentrations of SVOCs, VOCs, RCRA metals, and PCBs were below Georgia HSRA Notification Concentrations limits for soil in the locations tested.

The laboratory results for the groundwater sample were also below Georgia EPD HSRA notification requirements for SVOCs, VOCs, and PCBs. For RCRA metals, the groundwater sample results were above the HSRA notification concentration for barium, chromium, and lead. However, the groundwater grab sample collected with a Geoprobe® was turbid (contained suspended sediment) and not representative of true groundwater conditions at the Property. Suspended sediment in water samples is a common cause of elevated metals readings. A non-turbid groundwater sample would likely yield results well below the Georgia EPD notification concentrations for these metals (barium, chromium, and lead).

It is my professional opinion that the groundwater results are not indicative of a release of metals at the Property and therefore no further testing is recommended on the Property, and no notification to Georgia EPD is necessary or appropriate. I spoke with a Program Manager at Georgia EPD to confirm my opinion and analysis, and they agreed it would be appropriate to rely on my professional opinion under the foregoing facts.

If you have any questions, please feel free to contact me at (770) 754-6440 or via e-mail at cbd@amenv.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Burton Dixon". The signature is fluid and cursive, with the first name "Burton" and last name "Dixon" clearly distinguishable.

Burton Dixon, P.G.
Project Manager

Phase I Environmental Site Assessment

For

**121 West Bankhead Highway
Villa Rica, Carroll County, Georgia**

January 7, 2016

Prepared For

**David A. Milliron
Villa Rica City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180**

Prepared By

**American Environmental & Construction Services, Inc.
1170 Tidwell Road, Suite 103
Alpharetta, GA 30004**



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**PHASE I ENVIRONMENTAL SITE ASSESSMENT
OF
121 WEST BANKHEAD HIGHWAY
VILLA RICA, CARROLL COUNTY, GEORGIA**

1.0 EXECUTIVE SUMMARY

On December 23, 2015 American Environmental & Construction Services, Inc. (AECS) commenced a Phase I Environmental Site Assessment (ESA) for a parcel of land, identified in this report as the Property, located in a mostly commercial area at 121 Bankhead Highway in Villa Rica, Carroll County, Georgia. This investigation was conducted under the authorization of Mr. David Milliron with the City of Villa Rica ("Client"). The Property is a triangular parcel of land, approximately 0.71 acres in size and is currently vacant. The Property is bounded by West Montgomery Street to the northeast; a residence to the northwest; and West Bankhead Highway to the south. Commercial and residential properties line West Montgomery Street to the northeast. The purpose of this Phase I ESA was to identify and record any existing, potential, or suspect conditions that may pose an environmental liability to, or restrict the use of, the subject Property.

The address for this property according to Carroll County Tax Assessor Records is 121 West Bankhead Highway. The Property is listed under US Historical Auto Station, Leaking Underground Storage Tank (LUST) and Underground Storage Tank (UST) databases. All of these findings are described in detail throughout the report.

Based on the site investigation, inquiries, and research completed for this Phase I ESA, AECS's findings are:

- The current on-site building was built in 1932 and operated as a Gulf gas station and automobile service center from 1999 until June 6, 2015. The Property was in a residential and commercial area starting in the 1920s, with a structure appearing on the Property in 1923. Commercial development along West Montgomery Street began in the 1920's. There are three Sanborn maps for the Property dated 1923, 1933, and 1944. There are twelve aerial photographs of the area dated 1942, 1950, 1960, 1972, 1981, 1988, 1993, 2005, 2006, 2007, 2009, and 2010. There are also five topographic maps of the area dated 1901, 1958, 1973, 1982, and 2014. The aerial photographs are presented in Appendix F and the topographic maps in Appendix G.
- The address 121 West Bankhead Highway is listed under US Historical Auto Station, LUST, UST, and RGA LUST. RGA LUST is Recovered Government Archive LUST and is the same data base as LUST. The Property contained a Hotel from at least 1923 to 1933. The 1944 Sanborn map shows an unlabeled building on the Property. The Property has operated as a gas station and automotive repair shop from approximately 1999 to 2015.
- No active gas stations or other UST facilities were identified on adjacent properties.
- There are no known heating oil tanks or other UST's on the Property.

- The Property is not located within a designated floodplain.
- The Property was not identified as a wetland area on area maps. No areas with standing water or wetland plants were observed on the site.
- The past use of the Property is not identified as being of specific cultural or historical significance.
- No evidence of dumping was observed at the site.
- Past operations on the Property used petroleum and lubricants as part of its daily operations. During the site visit, the AECS site inspector noted de minimis amount of oil spilled on the concrete floor in the service bays. Cracks were observed in the concrete floor inside of the building. One of the service bays was flooded with water and what appeared to be oil was floating on the water. **Due to the nature of the past operations at the Property as a gas station and auto repair shop, the Property is considered a recognized environmental condition, or "REC".**
- The AECS site inspector did find evidence of past environmental investigations at the Property. A possible former monitoring well was observed in the parking lot on the south side of the building.
- There are two Georgia Non Hazardous Sites Inventory sites (GA Non-HSI) listed within a 1-mile radius of the Property. The closest facility is the City of Villa Rica Garage site located approximately 1,703 feet east southeast of the Property at a higher elevation, at 106 Temple Street. This site had a known release of chloroform in soil. The soil pathway score was 0.81 with a threshold of 20. The topography indicates that groundwater flows to the southeast away from the Property. The second Non-HSI site is El Tacomiendo located approximately 2,236 feet west of the Property at a lower elevation at 451 West Bankhead Highway. This site had a known release of vinyl chloride in groundwater and tetrachloroethene in soil. Remediation activities have been conducted for source materials, soil and groundwater. This state Non HSI site is at a lower elevation than the Property and the topography indicates that groundwater flows to the north away from the Property. No impact to the Property is likely from these two Non-HSI Sites.
- Two LUST (Leaking Underground Storage Tank) sites were identified within a 0.5 mile radius of the Property. Both sites have received a status of No Further Action. These two LUST sites are Historic Recognized Environmental Conditions (HREC's). An HREC is a site that was previously a REC, was cleaned up and received closure by a regulatory agency. No impact to the Property is likely from these sites.
- Five UST (Underground Storage Tank) sites were identified within a 0.25 mile radius of the Property. The first facility is the Fred's Auto Service site located approximately 504 feet north northeast of the Property at a higher elevation, at Main Street. The topography indicates that groundwater flows to the east away from the Property. The second facility is the Carroll Road Shoppette site located approximately 950 feet south southeast of the Property at a higher elevation, at 205 South Carroll Road. The topography indicates that groundwater flows to the southeast away from the Property. The third facility is the Villa Rica Auto Services site located approximately 39 feet south southeast of the Property at a lower elevation,

at 116 West Bankhead Highway. This facility is at a lower elevation than the Property and topography indicates that groundwater flows to the east away from the Property. The fourth facility is the City of Villa Rica site located approximately 756 feet east southeast of the Property at a lower elevation, at 25 West Church Street. This facility is at a lower elevation than the Property and topography indicates that groundwater flows to the east away from the Property. The fifth facility is the BST/Villa Rica Co/R3930 site located approximately 768 feet west northwest of the Property at a lower elevation, at 206 Maple Street. This facility is at a lower elevation than the Property and topography indicates that groundwater flows to the west away from the Property. No impact to the Property is likely from these five UST Sites.

- Two AST (Aboveground Storage Tank) sites were identified within a 0.25 mile radius of the Property. The first facility is the Richardson Cole Hardware site located approximately 470 feet south southeast of the Property at a higher elevation, at 119 South Candler Street. The second facility is the Villa Rica Tire site located approximately 94 feet west southwest of the Property at a lower elevation, at 216 West Bankhead Highway. No impact to the Property is likely from these two AST Sites.
- One Institutional Control (Inst Control) site was identified within 0.5 miles of the Property. Inst Control sites on the Public Record listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5. The facility is El Tacomiendo located approximately 2,236 feet west of the Property at a lower elevation at 451 West Bankhead Highway. This site had a known release of vinyl chloride in groundwater and tetrachloroethene in soil. Remediation activities have been conducted for source materials, soil and groundwater. This Inst Control site is at a lower elevation than the Property and the topography indicates that groundwater flows to the north away from the Property. No impact to the Property is likely from this Site.
- One Brownfield site was identified within 0.5 miles of the Property. The Brownfield Public Record list properties where response actions under the Georgia Hazardous Site Reuse and Redevelopment Act are planned, ongoing or completed. The facility is El Tacomiendo located approximately 2,236 feet west of the Property at a lower elevation at 451 West Bankhead Highway. This site had a known release of vinyl chloride in groundwater and tetrachloroethene in soil. Remediation activities have been conducted for source materials, soil and groundwater. This Brownfield site is at a lower elevation than the Property and the topography indicates that groundwater flows to the north away from the Property. No impact to the Property is likely from this Site.
- There are five Historic Auto Station sites listed within 0.125 miles of the Property. The first historic auto station is the A2Z Quicklube (formerly Trent's Transmission) site located at 131 West Bankhead Highway which is across the street to the south from the Property at a lower elevation. During the site reconnaissance on December 23, 2015 it was observed that this business is now closed. The second historical auto station is Huey's Body Shop and Wrecker Service located approximately 200 feet northeast of the Property at a higher elevation at 261 West Montgomery Street. This business could not be

identified during the site reconnaissance and is presumed closed. The third historical auto station is Villa Rica Auto Service located approximately 39 feet south southeast at a lower elevation at 116 West Bankhead Highway. The fourth historical auto station is Robbies Auto Service located approximately 300 feet east northeast at a higher elevation at 419 Main Street. The fifth historical auto station is J & J Auto Service located approximately 400 feet north northeast at a higher elevation at 400 West Montgomery Street. These sites pose little environmental risk to the Property.

- **Based on the construction date of the on-site building (1932), there is the potential for the presence of asbestos or lead-based paint. Asbestos and lead paint sampling was not part of the scope of work for this project.**

2.0 OBJECTIVES AND SCOPE OF WORK

The purpose of this Phase I ESA was to identify and record any existing, potential, or suspect conditions that may pose an environmental liability to, or restrict the use of, the subject property, with respect to the range of environmental contaminants within the Scope of the Federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and petroleum products. The purpose of the investigation includes determining if hazardous substances as defined by CERCLA Section 101(14)(§312.1(c)), are likely to have been stored, released, or discarded on the subject property or adjacent properties, what types of hazardous substances may have been involved, and if any conditions exist that have adversely affected the property or may adversely affect it in the future. Site reconnaissance was conducted on December 23, 2015. Other information for this report was gathered from a historical review, a review of the area geology and hydrogeology, and from a regulatory database and file review. This report summarizes the results of our findings.

This investigation was conducted in accordance with the applicable sections of ASTM Practice E1527-13 Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process. Work conducted during this Phase I ESA was performed in accordance with generally accepted practices of the profession undertaking similar studies at the same time and in the same geographic area, and AECS observed that degree of care and skill generally exercised by the profession under similar circumstances and conditions. AECS's observations, findings, and opinions must not be considered as scientific certainties but only as opinions based upon our professional judgment concerning the course of the site assessment. Specifically, AECS does not and cannot represent that the site contains no hazardous or toxic materials, product, or other latent conditions beyond that observed by AECS during the site assessment.

The project objectives were achieved through the completion of a number of specific tasks as described below:

- Obtaining and reviewing relevant background information.
- Obtaining current ownership information for adjacent properties.
- Reviewing Federal, state, and local environmental records.

- Obtaining information on local water systems.
- Obtaining information on land use in the site area.
- Reviewing current and historical aerial photos.
- Conducting an onsite inspection.
- Evaluating the potential for environmental impacts associated with groundwater and surface water.
- Identifying any potential sensitive receptors within the site vicinity.
- Developing a site sketch to scale, showing existing, relevant site features.

The scope of work for this project was limited to a record and database review and a visual inspection of the site. The scope of work did not include the collection or analysis of environmental samples, performing any type of field testing, or a geophysical investigation.

3.0 SITE OVERVIEW

The subject parcel of land is identified as Parcel V02-0010010 in the records of Villa Rica, Carroll County, Georgia. The Property is a triangular parcel of land, approximately 0.71 acres. The approximate coordinates for the Property are 33° 43' 58.55" north latitude and 84° 55' 16.38" west longitude. The Property is currently vacant with an unoccupied one story building. The general location of the Property is shown in Figure 1 and the general site layout is presented in Figure 2. The Property is bounded by West Montgomery Street to the northeast, a residential house to the northwest, and West Bankhead Highway to the south. Mostly commercial properties line West Montgomery Street to the northeast.

4.0 REGULATORY/GOVERNMENTAL AGENCY REVIEW

AECs personnel obtained an Environmental Data Resources (EDR) Radius Report as part of a records search of available state and United States Environmental Protection Agency (USEPA) files to identify any potential UST facilities or potential hazardous waste sites in the vicinity of the Property. The available records include: the National Priorities List (NPL), Resources Conservation and Recovery Information System (RCRIS), the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS), state of Georgia Hazardous Site Inventory (HSI), Solid Waste Disposal Facilities (SWF/LF), List of Leaking Underground Storage Tanks (LUST), PCB Activity Data System (PADS), Emergency Response Notification System (ERNS), Toxic Chemical Release Inventory System (TRIS), and Toxic Substance Control Act (TSCA) site list. The complete EDR report is provided in Appendix B of this report. The following information was reviewed and noted in the search results:

- No Federal NPL, CERCLIS, state HSI, or TSCA sites were identified in the database search for the Property. The complete list of all databases searched, and the search results are summarized in the EDR report in Appendix B.

- No RCRA-Large Quantity Generators (LQG), Small Quantity Generators (SQG), or Conditionally Exempt Small Quantity Generator (CESQG) facilities were identified within 0.25 mile of the site.
- There are two RCRA-NonGenerator sites listed within 1.0 mile of the Property. RCRA-NonGenerators do not presently generate hazardous waste. The closest facility is the City of Villa Rica Garage site located approximately 1,703 feet east southeast of the Property at a higher elevation, at 106 Temple Street. This site had a known release of chloroform in soil. The soil pathway score was 0.81 with a threshold of 20. The topography indicates that groundwater flows to the southeast away from the Property. The second Non-HSI site is El Tacomiendo located approximately 2,236 feet west of the Property at a lower elevation at 451 West Bankhead Highway. This site had a known release of vinyl chloride in groundwater and tetrachloroethene in soil. Remediation activities have been conducted for source materials, soil and groundwater. This state Non HSI site is at a lower elevation than the Property and the topography indicates that groundwater flows to the north away from the Property. These sites pose little environmental risk to the Property.
- There were no state solid waste facilities identified within a 0.5 mile radius of the Property.
- The Georgia database of UST sites was checked to identify leaking UST (LUST) sites in the area. Two LUST sites were identified within a 0.5 mile radius of the Property. Both sites have received a status of No Further Action. These two LUST sites are Historic Recognized Environmental Conditions (HREC's). An HREC is a site that was previously a REC, was cleaned up and received closure by a regulatory agency. No impact to the Property is likely from these sites.
- The Georgia database of UST sites was checked to identify registered UST sites in the area. The EDR report lists five UST systems within 0.25 miles of the Property. The first facility is the Fred's Auto Service site located approximately 504 feet north northeast of the Property at a higher elevation, at Main Street. The topography indicates that groundwater flows to the east away from the Property. The second facility is the Carroll Road Shoppette site located approximately 950 feet south southeast of the Property at a higher elevation, at 205 South Carroll Road. The topography indicates that groundwater flows to the southeast away from the Property. The third facility is the Villa Rica Auto Services site located approximately 39 feet south southeast of the Property at a lower elevation, at 116 West Bankhead Highway. This facility is at a lower elevation than the Property and topography indicates that groundwater flows to the east away from the Property. The fourth facility is the City of Villa Rica site located approximately 756 feet east southeast of the Property at a lower elevation, at 25 West Church Street. This facility is at a lower elevation than the Property and topography indicates that groundwater flows to the east away from the Property. The fifth facility is the BST/Villa Rica Co/R3930 site located approximately 768 feet west northwest of the Property at a lower elevation, at 206 Maple Street. This facility is at a lower elevation than the Property and topography indicates that groundwater flows to the west away from the Property. No impact to the Property is likely from these five UST Sites.

- The Georgia database of AST sites was checked to identify registered AST sites in the area. The EDR report lists two AST systems within 0.25 miles of the Property. The first facility is the Richardson Cole Hardware site located approximately 470 feet south southeast of the Property at a higher elevation, at 119 South Candler Street. The second facility is the Villa Rica Tire site located approximately 94 feet west southwest of the Property at a lower elevation, at 216 West Bankhead Highway. No impact to the Property is likely from these two AST Sites.
- The Georgia database of Institutional Control sites was checked to identify registered Inst Control sites in the area. The EDR report lists one Inst Control site within 0.5 miles of the Property. Inst Control sites on the Public Record listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5. The facility is El Tacomiendo located approximately 2,236 feet west of the Property at a lower elevation at 451 West Bankhead Highway. This site had a known release of vinyl chloride in groundwater and tetrachloroethene in soil. Remediation activities have been conducted for source materials, soil and groundwater. This Inst Control site is at a lower elevation than the Property and the topography indicates that groundwater flows to the north away from the Property. No impact to the Property is likely from this Site.
- The Georgia database of Brownfield sites was checked to identify registered Brownfield sites in the area. The EDR report lists one Brownfield site within 0.5 miles of the Property. The facility is El Tacomiendo located approximately 2,236 feet west of the Property at a lower elevation at 451 West Bankhead Highway. This site had a known release of vinyl chloride in groundwater and tetrachloroethene in soil. Remediation activities have been conducted for source materials, soil and groundwater. This Brownfield site is at a lower elevation than the Property and the topography indicates that groundwater flows to the north away from the Property. No impact to the Property is likely from this Site.
- There are five Historic Auto Station sites listed within 0.125 miles of the Property. The first historic auto station is the A2Z Quicklube (formerly Trent's Transmission) site located at 131 West Bankhead Highway which is across the street to the south from the Property at a lower elevation. During the site reconnaissance on December 23, 2015 it was observed that this business is now closed. The second historical auto station is Huey's Body Shop and Wrecker Service located approximately 200 feet northeast of the Property at a higher elevation at 261 West Montgomery Street. This business could not be identified during the site reconnaissance and is presumed closed. The third historical auto station is Villa Rica Auto Service located approximately 39 feet south southeast at a lower elevation at 116 West Bankhead Highway. The fourth historical auto station is Robbies Auto Service located approximately 300 feet east northeast at a higher elevation at 419 Main Street. The fifth historical auto station is J & J Auto Service located approximately 400 feet north northeast at a higher elevation at 400 West Montgomery Street. These sites pose little environmental risk to the Property.
- There are no Drycleaner or Historic Cleaners sites listed within 0.25 miles of the Property.

- There were four orphan sites listed in the EDR database. These orphan sites are more than 3 miles from the site. These sites pose little environmental risk to the Property.

5.0 SITE BACKGROUND/OPERATING HISTORY AND SURROUNDING AREA HISTORY

5.1 Site Inspection

Site reconnaissance was conducted on December 23, 2015. The property owner shown in the county tax assessor records is Bert and Celestine Hobbs. The site layout map is presented in Figure 2 and the adjacent properties are shown in Figure 3.

The Property is currently vacant with a one story brick building. The Property was undeveloped woodland in 1901. The 1923 Sanborn Map shows the Property developed with a hotel. The 1995 City Directory indicates a residence occupied the Property. The City Directory indicates Butterballs Auto Repair occupied the Property from 1999 to 2013. The building is located in the center of the parcel along the southern property boundary. The area to the southeast of the building is paved with concrete and the area to the northeast and west of the building is grassed. Access to the parcel can be from West Bankhead Highway or from West Montgomery Street. The building on the Property is in great disrepair. Photographs of the Property are presented in Appendix C.

According to the seller questionnaire completed by Mr. Ben Hobbs, there are no Activity and Use Limitations (AULs) associated with this Property.

There are overhead power and telephone lines and underground natural gas, water, sanitary sewer and storm sewer utility lines traversing along West Montgomery Street. There are overhead power lines and underground natural gas, water and sanitary sewer utility lines on the Property.

5.2 History of Property Use

Based on Sanborn Maps, historical aerial photographs, historical topographic maps, historical city directories and county tax assessor records, the Property was undeveloped woodland in 1901. The 1923 and 1933 Sanborn Map shows a hotel on the property. The Property contained a gas station and auto repair center from 1999 to 2013. Sanborn Maps are provided in Appendix D. Aerial photographs and topographic maps of the Property are provided in Appendices F and G.

Historical city directory data obtained from EDR indicates that the Property may have contained a small residence in 1995. The listings for properties along Main Street and West Bankhead Highway show commercial and residential uses beginning in 1967. A copy of the historical city directory data is included in Appendix E.

The Property is currently owned by Bert and Celestine Hobbs, Mr. Ben Hobbs is the executor of estate of Celestine Hobbs. The Owner-Occupant Questionnaire was filled out by Ben Hobbs. Mr. Hobbs said he did not believe any underground tanks, such as heating oil or septic tanks, were located on the Property. The UST's from the gas

station were removed but the date is unknown. There is no water supply well on the Property. Environmental sampling has been done on the Property in the past evident by what appeared to be a closed monitoring well on site. The Owner Questionnaire is included in Appendix A.

5.3 Previous Environmental Sampling

According to available information regarding the past use of the Property, there has been previous environmental sampling activities associated with the Property.

5.4 Adjacent Properties/Site Vicinity

The Property is bounded by West Montgomery Street to the northeast, a private residence to the northwest, and West Bankhead Highway to the south. The surrounding properties, along with current land uses, are shown in Figure 3.

5.5 Aerial Photos and Historical Topographic Maps

Twelve historical aerial photographs were available for this area. The photograph taken in 1942 shows the Property developed and the surrounding area to be developed with a mix of commercial and residential. Farmland with a few residential buildings is seen to the far south and east. More commercial and residential buildings begin to appear in the 1950 aerial photograph. By 1981 the surrounding area is fully developed with commercial and residential properties. The current on-site building was built in 1932. Copies of the historical aerial photographs are provided in Appendix F.

Current and historical topographic maps of the area were obtained from EDR. The map for 1958 shows a structure on the Property with commercial and residential development in the surrounding areas. The maps dated 1973, 1982 and 2014 show commercial and residential development surrounding the Property. The 1901 topographic map shows the Property as undeveloped land. Copies of the topographic maps are provided in Appendix G.

5.6 AST/UST Systems and Pipelines

The former onsite UST system and dispensers have been removed from the Property. Ben Hobbs does not know of any fuel oil tank being on the property. There is a small air compressor tank (AST) located inside the onsite building. The EDR report indicates that there are five UST systems within 0.25 miles of the Property. These five UST systems are explained in detail above. No impact to the Property is likely from these UST sites.

5.7 On-Site Regulated Substance Identification/Inventory

During the site inspection, the AECS inspector noted no piles of waste or trash on the Property, there is no evidence of waste burning or burial on the Property.

5.7.1 Storage Tanks or Drums

The AECS site inspector found no drums on the Property. No stained concrete or stressed vegetation was seen outside of the onsite building.

5.7.2 Potential for PCBs

No transformers containing potential PCBs were noted during the site inspection therefore there is little potential for the presence of PCB's on the Property from transformers, however, hydraulic lifts were noted inside the onsite building and older hydraulic lifts used PCB oil. **Due to the age of the building, there is the potential for PCBs in the hydraulic lifts on the Property.**

5.7.3 Indication of Solid Waste Disposal

There was no evidence found to indicate that any waste has been buried on the Property.

5.7.4 Potential for Asbestos-Containing Material (ACM)

Since the building on the Property was constructed in 1932, there is a potential that asbestos-containing material (ACM) could be present. An asbestos survey was not part of the scope of work for this project.

5.7.5 Potential for Presence of Lead-Based Paint

Since the building on the Property was constructed in 1932, there is a potential that lead-based paint could be present. A lead-paint survey was not part of the scope of work for this project.

5.8 On-Site Controlled Substance Identification

During the site investigation the AECS investigator found nothing to indicate that the Property had ever been used or was now being used for the production, storage or distribution of controlled substances.

6.0 ENVIRONMENTAL SETTING

6.1 Topography and Surface Water Characteristics

The Property is located in a topographically level area. The Property slopes gently to the west. Storm water flows to a storm drain located in the west corner of the Property. The storm water eventually makes its way to an unnamed creek to the south of the Property.

6.2 Regional Geology and Hydrogeologic Setting

Carroll County is located in the Piedmont province of west-central Georgia. The Piedmont province in the Villa Rica area consists of Precambrian to Ordovician age metamorphic units (Gore, Pamela and Witherspoon, William, 2013).

The Property is located in the Central Uplands District of the Southern Piedmont Province. The northeastern and central portions of the Central Upland District are a series of low, linear ridges, 1,300-1,500 feet above sea level, and separated by broad, open valleys. Streams flowing through this section are generally transverse to the structure and occupy valleys 150-200 feet below the ridge crest. (Clark and Zisa, 1976).

The site is underlain by metamorphic rocks of the southeast boundary of the Dahlonega gold belt and the Tugaloo Terrane (Gore, Pamela and Witherspoon, William, 2013). The soils in the area are classified as moderately well to well-drained sandy clay loams of the Cecil Series.

Groundwater in the area is contained in the unconfined surficial aquifer, and in the Ordovician aquifer system, which has an extensive recharge area in this location (Robertson, 1992; U.S.G.S., 1988). Due to the outcropping of the Ordovician deposits in this general area, the Ordovician aquifer system is believed to be hydraulically interconnected with the surficial deposits. The groundwater is recharged by precipitation seeping through the surficial sedimentary deposits. The depth to the water table is highly dependent on topography and changes in precipitation. Based on the topographic features observed during the site reconnaissance, the presumed groundwater flow direction is to the west. The Property is not located in a carbonate rock area associated with karstic activity, and the Property is not in an area classified as karst.

6.3 Water Supply

The Property is located in the eastern portion of Carroll County, and public water supply is available to the entire area. No public, private, or municipal water supply wells were identified as being within 1 mile of the site by the EDR search. The documentation of the water supply survey is included in Appendix B.

6.4 Radon Zone

The Property is located in the USEPA Radon Zone 2 for Carroll County. Zone 2 areas have a predicted average indoor radon potential of greater than 2 PicoCuries and less than 4 PicoCuries per liter (pCi/L) of air. A total of six sites were listed in the database for Carroll County as having been tested for radon; the average activity was 1.533 pCi/L for the first floor living area. However, the actual indoor radon levels of a particular location are highly dependent on geology, soil structure, and specific building characteristics. The current USEPA residential radon screening action level is 4 pCi/L. Radon testing was not a part of the scope of work for this project.

6.5 Natural and Cultural Resources

6.5.1 Wetlands

A review of the topographic map and the National Wetland Inventory database for the area indicated that no wetlands are present on the Property. The nearest designated wetland area is approximately 2,000 feet west of the Property. During the onsite inspection of the Property, the AECS inspector noted no areas of standing water and no wetland plants on the site.

6.5.2 Floodplain Classification

According to the Federal Emergency Management Association (FEMA) Flood Zone database, the Property is outside of any designated 100- or 500-year floodplain zones. The site reconnaissance also indicated that the Property appears to be located outside of any floodplain zones.

6.5.3 Sole-Source Aquifers

The USEPA has designated certain aquifers in parts of the country as sole-source aquifers. Aquifers in these areas are recognized as being the sole sources of drinking water supplies for the area. Development and use of groundwater in these areas is restricted. At present, the state of Georgia has no designated sole-source aquifers.

6.5.4 Sites of Historic or Cultural Significance

As part of the Phase I ESA, AECS investigated the site and surrounding area for evidence of local historic sites or sites of particular cultural significance to the area. During the onsite inspection, AECS looked for evidence of local historic sites, such as historic homes, buildings, monuments, or plaques. No obvious sites were found in the immediate area. No historical markers were found in the vicinity.

7.0 CONCLUSIONS

On December 23, 2015, American Environmental & Construction Services (AECS) completed a Phase I Environmental Site Assessment (ESA) for a parcel of land at 121 West Bankhead Highway in Villa Rica, Carroll County, Georgia. The subject site was investigated for evidence of potential environmental concerns by inspecting the subject site, reviewing regulatory database information, and reviewing regulatory files. No sampling was performed as part of this investigation.

The following environmental concerns about the Property are:

- Due to the age of the building there is the potential for lead based paint and asbestos in the onsite building.
- The past operations at the Property as a gas station and auto repair shop used oils and lubricants as part of its daily operations, the Property is considered a recognized environmental condition or REC.
- During the site visit, the AECS site inspector noted de minimis amount of oil spilled on the concrete floor in the service bays. However, no major cracks were observed in the concrete floor.
- Due to the age of the building, there is the potential for PCBs in the hydraulic lifts on the Property.

Our inspection did not identify any obvious indications of a new release to the environment at the Property from the past operations, however we cannot affirmatively conclude that there has never been a release to the Property from the onsite operations without sampling of the soil and or groundwater. We can discuss with you and your legal counsel whether any such sampling is deemed necessary or appropriate under the circumstances.

8.0 QUALIFICATION OF ENVIRONMENTAL PROFESSIONAL

AECS has completed the Phase I ESA of the parcel at 121 West Bankhead Highway in Villa Rica, Carroll County, Georgia, in conformance with ASTM Standard Practice E1527-13. The AAI rule defines an *environmental professional* as meeting the education, training, and experience requirements of 40 CFR 312.10(b) "necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to a property, sufficient to meet the objectives and performance factors in Section 312.20(e) and (f)". I, C. Burton Dixon, declare that, to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional as defined in §312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject Property. I have developed and performed the all appropriate inquiry in conformance with the standards and practices set forth in 40 CFR Part 312.


C. Burton Dixon, P. G.
Project Manager

1/7/16
Date



9.0 REFERENCES

Brooks, R. et al., Hydrogeology of the Gordon Aquifer System of East-Central Georgia, Geological Survey Circular 75, Georgia Geologic Survey, Atlanta, Georgia, 1985.

Clark, W. and Zisa, A., 1976. Physiographic Map of Georgia, Department of Natural Resources, Atlanta, Georgia.

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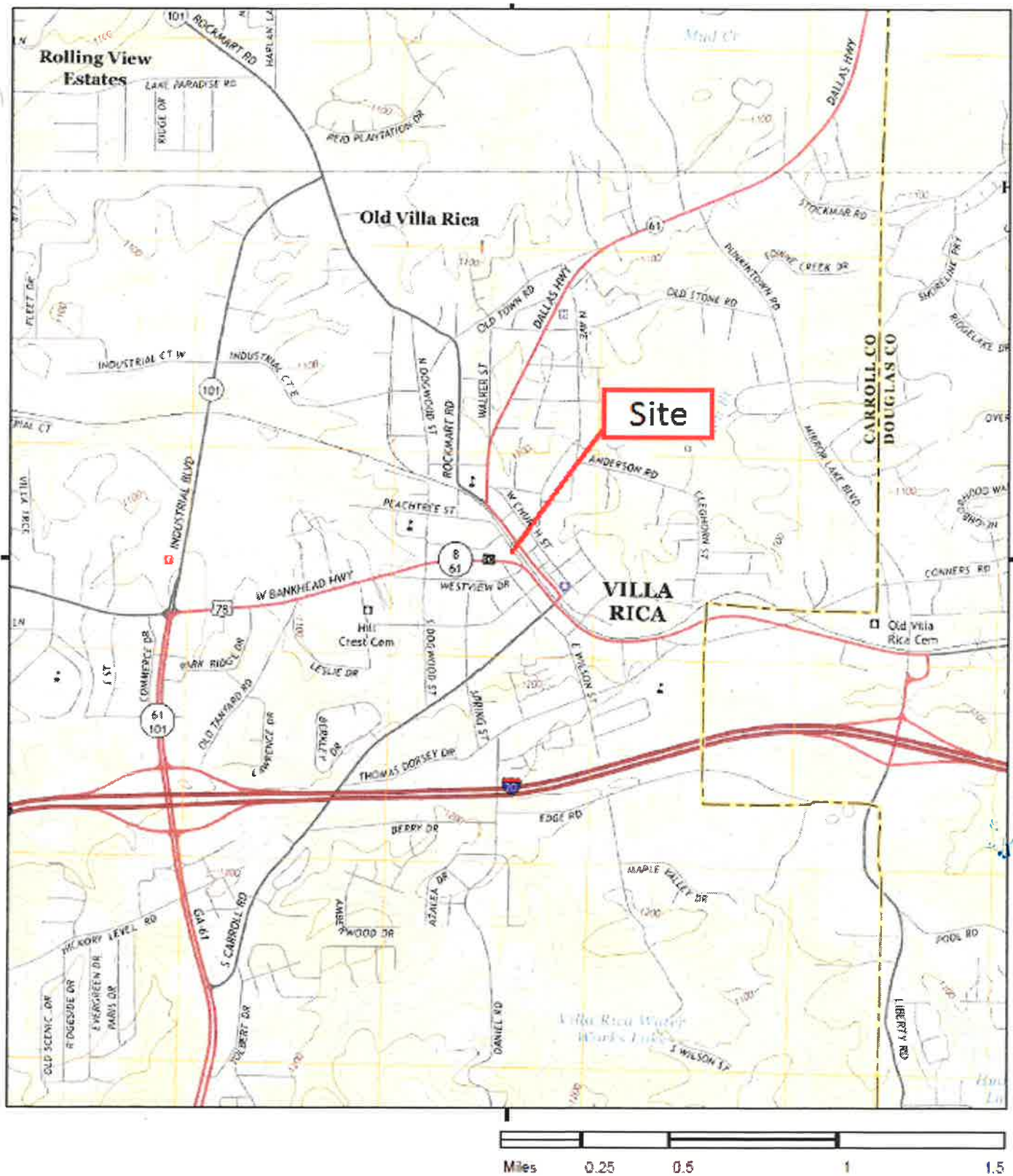
LeGrand, H.E. and Furcron, A.S. Geology and Ground-Water Resources of Central-East Georgia, Bulletin No. 64 (Atlanta, Georgia: Georgia Geologic Survey, 1956).

Pickering, S.M., et al., 1976. Geologic Map of Georgia, Department of Natural Resources, Atlanta, Georgia.

Robertson, S. 1992. Ground-Water Quality in Georgia for 1990, Circular 12G, Georgia Department of Natural Resources, Atlanta, Georgia.

U.S. Geological Survey, 1988, Groundwater Data for Georgia, 1987 Open-File Report 88-3.

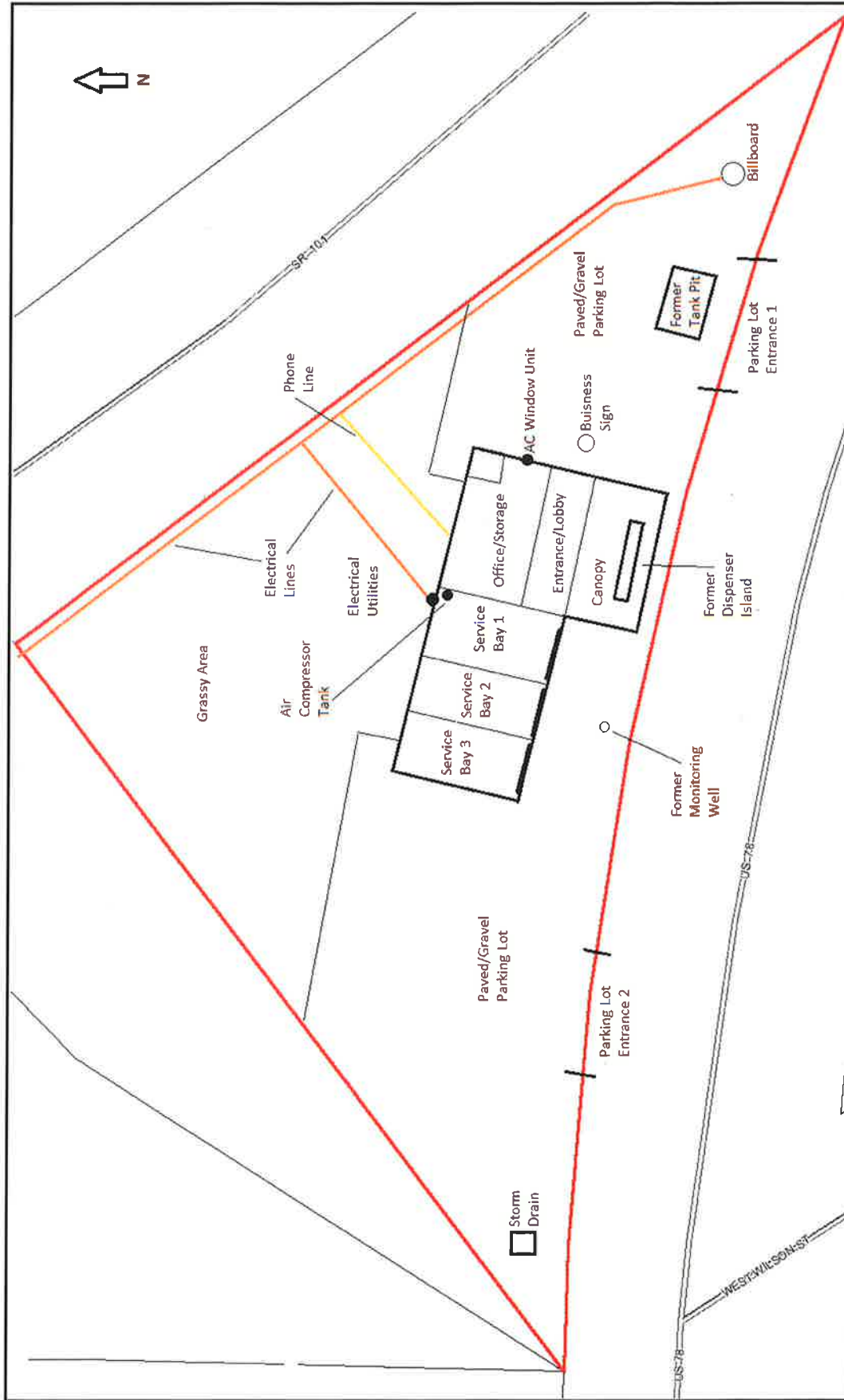
Figures



AECS

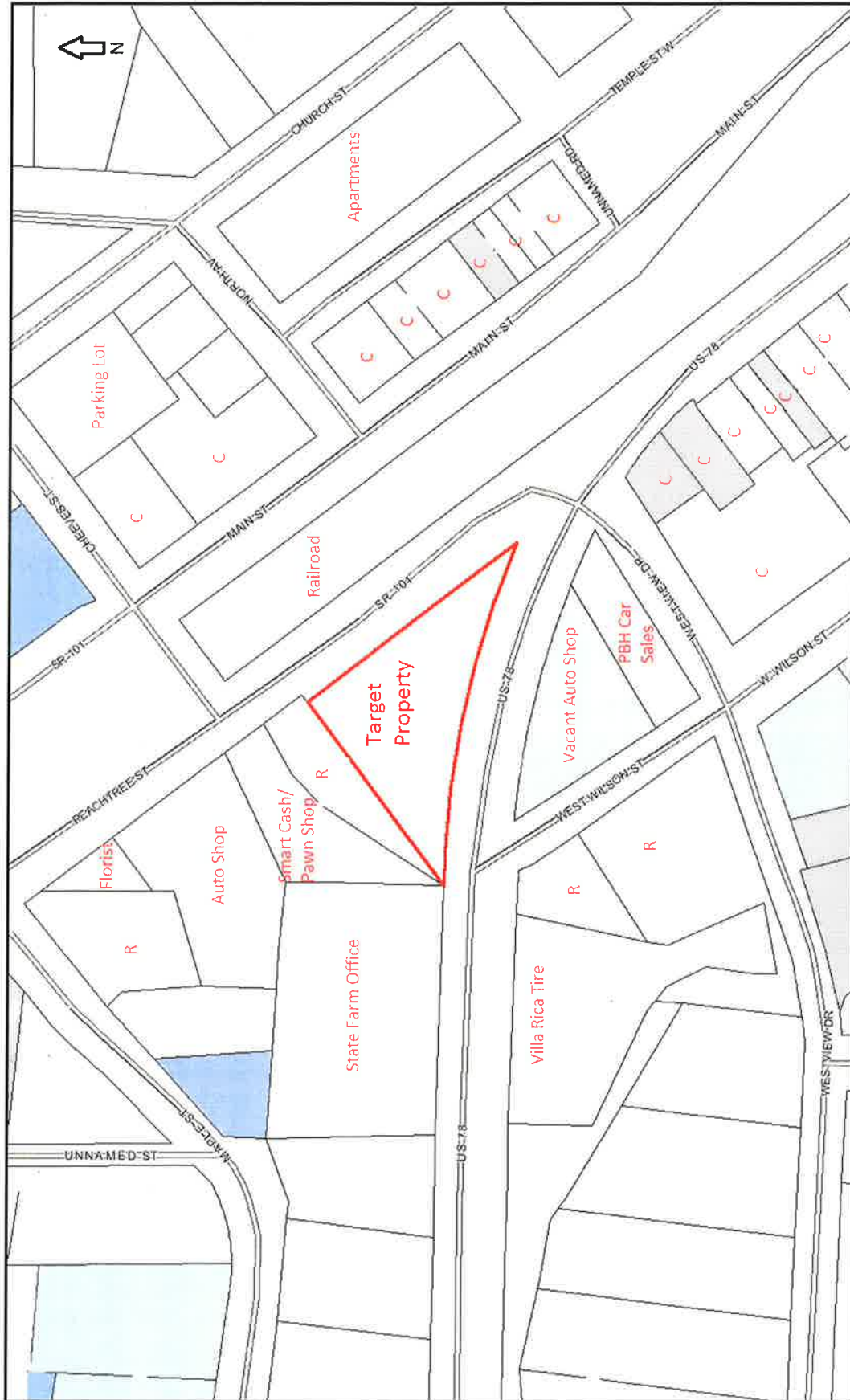
American Environmental &
Construction Services, Inc.

Figure 1
Site Location Map
121 West Bankhead Highway
Villa Rica, Georgia




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 Construction Services, Inc.

Figure 2
 Site Layout Map
 121 West Bankhead Highway
 Villa Rica, GA



C - Commercial Property
 R - Residential Property

Figure 3
 Surrounding Properties Map
 121 West Bankhead Highway
 Villa Rica, Georgia

AECs
 American Environmental &
 Construction Services, Inc.

Appendix A
Site Recon Checklist
Buyer and Seller Questionnaires

Site Recon Checklist
Phase I/Phase II Site Inspections

Site Inspection:

Site Name: 121 West Bankhead Highway

Address: 121 West Bankhead Highway, Villa Rica, Georgia

Describe current use of property Vacant Building. Former gas station and auto service center

Describe adjacent properties Railroad and commercial to the north; railroad and commercial to the east; vacant auto shop, car sales, and residential to the south; Villa Rica Tire, residential, pawn shop, and state farm to the west; surrounded on the north, east and south by paved roads.

Describe surface water drainage pathway to nearest water body Water drains to the west into a storm drain in the west corner of the property.

Any wetlands or wetland plants visible No

Description of site soils Sandy Clays

Description of vegetation on site Grass on north corner of property, behind on-site building

Stressed vegetation present No

Electrical transformers on site No

Private well on site No

Basement or crawlspace in building(s) No

USTs on site No

ASTs on site No. Air compressor tank inside building.

Drums or other hazardous substance containers No

Trash/debris piles, or other indication of solid waste disposal No

Any Historical Markers present No

Describe utilities present electrical and phone on north of building; phone and power lines run along northeast property boundary; Air-conditioner window unit on east side of building.

Septic tank present No

Topographic features Property slopes gently to the west

Describe Structures, Roads, or Improvements Roads surround the property to the north, east and south.

Railroad runs across the road to the northeast. Vacant building onsite with 3 garage bay doors. Southern 2/3 of

the property is paved or gravel lot surrounding building.

If past or present buildings on site, then is there a potential for asbestos or lead-based paint Yes

Construction of buildings on site? (i.e., concrete-block w brick veneer, wood-frame, etc.) Brick building
with concrete foundation/floors. 3 large garage bay doors used for auto service center. Concrete walls divided
each garage bay.

Photographs of site See Photographic Log (appendix C)

Field Interviews:

Current Property Owner N/A

(Ask Property owner about all past uses of Property) _____

Adjacent Property Owner (required if Property is vacant) N/A

Government Officials N/A

Fire Dept. Do they have a record of any environmental response for this property? N/A

Water Dept. N/A

Please note: When we interview property owners, site managers, employees, etc., we need to determine whether anyone has any "specialized knowledge" regarding past or present activities conducted on the Property.

AECS

American Environmental & Construction Services, Inc.
1170 Tidwell Road
Alpharetta, GA 30004



December 22, 2015

Buyer
Mr. David Milliron

RE: Phase I ESA
121 West Bankhead Highway, Villa Rica, Georgia

Dear Mr. Milliron:

At your request, American Environmental & Construction Services, Inc. (AECS) is performing an Environmental Site Assessment (ESA) at the above-referenced site. The following information is needed by AECS to comply with the Federal All-Appropriate Inquiry Standard and the ASTM E 1527-13 Standard for conducting Phase I Environmental Site Assessments (ESAs). The information is to be provided to the Environmental Professional by the User of the assessment. If any of the information is not provided to AECS, AECS is required to document the data gaps; then it becomes the Client's or User's responsibility to document this information separately to comply with the AAI requirements in order to qualify for CERCLA liability protections.

Please answer all questions completely and to the best of your ability. Return this completed, signed document to AECS as soon as possible, so that we may complete our assessment of the property.

1. What is the reason the Phase I is required? City of Villa Rica is evaluating the property for potential purchase.
2. What is the type of property? (office, warehouse, residence, vacant land)? Former gas station that was most recently used as an automotive repair shop (Butterball Auto Repair).
3. What is the type of property transaction? (for example, sale, purchase, exchange, etc.) This would be a cash purchase transaction.
4. What is the complete and correct address for the property? (Provide a map or other documentation showing property location and boundaries, if possible) 121 W Bankhead Hwy, Villa Rica, GA 30180 | Google Map: <https://goo.gl/maps/mZxhDN7t32z>

5. Please identify all parties who will rely on this Phase I Report. City of Villa Rica (incorporated municipal government located in Carroll and Douglas counties, state of Georgia.
6. Please identify the name of the current property owner or representative of the property owner and how the contact can be reached. This person must be someone with relevant knowledge about past property use and not just the property broker. The parcel is under contract from Benjamin Hobbs and G. Gregory Shadrix, as Co-Executors of the Estate of Celestine Hobbs. Mr. G. Greg Shadrix can be reached at 414 College Street, Carrollton, Georgia 30117 or gshadrix@shadrixlane.com. Mr. Hobbs can be reached via Mr. Shadrix or Real Estate Broker James Duffey of Duffey Realty at 770-836-1117 or james.duffey@duffeyrealty.com
7. Are there any scope of services desired by the Client for the Phase I beyond the requirements of ASTM Practice E 1527? No
8. Are there any special terms and conditions which must be agreed upon by the *environmental professional*? No
9. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?
- Yes__ No X If yes, please explain _____

10. Are you aware of any activity or land use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law? These include any deed restrictions, covenants, easements, or consent decrees.
- Yes__ No X If yes, please describe The building currently sits on a non-conforming lot with respect to City of Villa Rica land use codes and includes a billboard and duplex. The duplex is also a non-conforming use. City maps shows a road that once existed on the west side of the building, closest to the occupied duplex.
11. As the user of the ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Yes__ No X If yes, please describe _____

12. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

Yes___ No X If yes, please explain The City expects to pay less than fair market value based on 1) non-conforming uses of property; 2) fact that the property is a non-buildable lot based on City of Villa Rica land-use codes; 3) known uses of the property from the most recent usage and prior usage suggests there may be potential contaminants, thus swaying any potential customers from seriously considering the property.

13. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

(a.) Do you know the past uses of the property? Yes X No___

If yes, please briefly describe Documents from the state Environmental Protection Division were photocopied and previously presented to Mr. Rodger Daniel, President of American Environmental & Construction Services, Inc.

(b.) Do you know of specific chemicals that are present or once were present at the property?

Yes___ No X If yes, list the chemicals _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Yes___ No X If yes, briefly describe _____

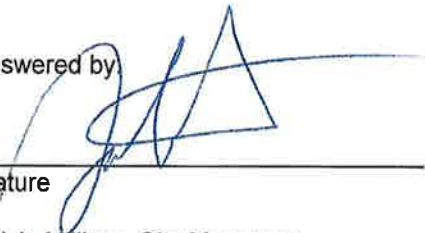
(d.) Do you know of any environmental cleanups that have taken place at the property?

Yes X No___ If yes, briefly describe Documents from the state Environmental Protection Division were photocopied and previously presented to Mr. Rodger Daniel, President of American Environmental & Construction Services, Inc.

14. As the user of the ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes X No___ If yes, please explain Appears to have been oil or other contaminants in and around the facility; during heavy rains a slick of unknown substance has been observed in the bays of the building.

The above questions were answered by


Signature

January 9, 2016
Date

David A. Milliron, City Manager
Printed Name & Title

City of Villa Rica

571 W Bankhead Hwy, Villa Rica, GA 30180
Address

(678) 840-1211
Telephone Number

If you have any questions or do not understand any of the information requested, please feel free to contact me at 770-754-6440. I look forward to your response and will be in touch if I have any additional questions. You may email your response back to smp@amenv.com, or mail it to Burton Dixon, AECS, 1170 Tidwell Rd, Suite 103, Alpharetta., GA 30004.

Sincerely,

Burton Dixon, P.G.
Project Manager
AECS
1170 Tidwell Rd., Suite 103
Alpharetta, GA 30004

AECS
American Environmental & Construction Services, Inc.
1170 Tidwell Road
Alpharetta, GA 30004



December 22, 2015

Seller
Mr. Hobbs

RE: Phase I Environmental Site Assessment
121 West Bankhead Highway, Villa Rica, GA

Mr. Hobbs,

American Environmental & Construction Services, Inc. (AECS) was authorized by Mr. David Milliron to perform a Phase I Environmental Site Assessment (Phase I ESA) at the above-referenced parcel of property (Property). We are required to ask the following questions of the Owner/Operator of the Property. Please have this questionnaire completed by the person who is most familiar with the historic and current uses of the Property. It is critical that the information is as complete and correct as possible.

Please return the completed, signed questionnaire to AECS as soon as possible. If there are any questions, please feel free to call me at (770) 754-6440. You may email your response back to smp@amenv.com, or mail it to Burton Dixon, 1170 Tidwell Road, Suite 103, Alpharetta, GA 30004.

Question:

Answer (Circle One)

- | | | | | |
|-----|--|-----|-------------------------------------|---------|
| 1. | Is the Property currently used for an industrial use? | Yes | ☒ No | Unknown |
| | If so, please briefly described, _____ | | | |
| 2. | Is any adjoining property currently used for an industrial use? | Yes | ☒ No | Unknown |
| | If so, please briefly described, _____ | | | |
| 3a. | Has the Property been used for an industrial use in the past? | Yes | ☒ No | Unknown |
| | If yes, please explain on the next page. | | | |
| 3b. | Have the adjoining properties been used for an industrial use in the past? | Yes | ☒ No | Unknown |

Owner/Occupant Questionnaire
Page 2

If yes, please explain below.

Past Industrial Land Use(s)

Property:

Adjoining properties north:

Adjoining properties south:

Adjoining properties east:

Adjoining properties west:

- 4a. Is the Property currently used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

Yes



Unknown

If yes, please circle the appropriate use(s) and briefly explain below.

- 4b. Is any adjoining property currently used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

Yes



Unknown

If yes, please circle the appropriate use(s) and briefly explain below.

Current Land Use

Property:

Adjoining properties north:

Adjoining properties south:

Adjoining properties east:

Adjoining properties west:

Owner/Occupant Questionnaire

Page 3

- 5a. Has the Property been used in the past as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?
- Yes No Unknown

If yes, please circle the appropriate use(s) and briefly explain below.

- 5b. Has any adjoining property been used in the past as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?
- Yes No Unknown

If yes, please circle the appropriate use(s) and briefly explain below.

	Owner	Use	Dates
Previous use of Property:	Hobbs	Auto Repair	6/1/15 to 6/1/15
Adjoining properties north:			
Adjoining properties south:	Villa Rica Auto Service	Cleaned and Closed	
Adjoining properties east:			
Adjoining properties west:			

6. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers greater than 5 gal in volume or 50 gal in the aggregate, stored on or used at the Property or the facility? If yes, please circle the appropriate materials.
- Yes No Unknown
7. Do you have any knowledge that there were previously any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers greater than 5 gal in volume or 50 gal in the aggregate, stored on or used at the Property or the facility? If yes, please circle the appropriate materials.
- Yes No Unknown
8. Are there currently any industrial drums (typically 55 gal) or sacks of chemicals located on the Property or at the facility?
- Yes No Unknown
9. Do you have knowledge that there have been previously any industrial drums (typically 55 gal) or sacks of chemicals located on the Property or at the facility?
- Yes No Unknown

Owner/Occupant Questionnaire
Page 4

- | | | | | | |
|-----|---|-----|-----|---------|---------|
| 10. | Has fill dirt been brought onto the Property? | Yes | No | Unknown | |
| | If yes, was the fill dirt on the Property of an unknown origin or from a contaminated site? | N/A | Yes | No | Unknown |
| 11. | Are there currently any pits, ponds, or lagoons, located on the Property in connection with waste treatment or waste disposal? | Yes | No | Unknown | |
| 12. | Do you have any knowledge of any former pits, ponds, or lagoons, located on the Property in connection with waste treatment or waste disposal? | Yes | No | Unknown | |
| 13. | Is there currently any stained soil on the Property? | Yes | No | Unknown | |
| 14. | Do you have any knowledge that there was any stained soil on the Property in the past? | Yes | No | Unknown | |
| 15. | Are there currently any registered or unregistered storage tanks (aboveground or underground) located on the Property? | Yes | No | Unknown | |
| 16. | Do you have any knowledge of former registered or unregistered storage tanks (aboveground or underground) located on the Property? | Yes | No | Unknown | |
| 17. | Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe, protruding from the ground on the Property or adjacent to any structure located on the Property? | Yes | No | Unknown | |
| 18. | Do you have any knowledge of any former vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the Property or adjacent to any structure located on the Property? | Yes | No | Unknown | |
| 19. | Is there currently evidence of leaks, spills or staining by substances other than water, or foul odors associated with any flooring, drains, walls, ceilings, or exposed grounds on the Property? | Yes | No | Unknown | |
| 20. | Do you know of any previous leaks, spills or staining by substances other than water, or foul odors associated with any flooring, drains, walls, ceilings, or exposed grounds on the Property? | Yes | No | Unknown | |
| 21. | Is the property served by a private well or non-public water system? | Yes | No | Unknown | |
| | If the Property is served by a private well or non-public water system, do you have prior knowledge that any contaminants have been identified in the well or system that exceed guidelines applicable to the water system? | N/A | Yes | No | Unknown |
| | If the Property is served by a private well or non-public water system, do you have any knowledge that the well has been designated as contaminated by any government environmental/health agency? | N/A | Yes | No | Unknown |

Owner/Occupant Questionnaire

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22. Are you aware of any governmental notifications or correspondence relating to past or recurrent violations of environmental laws with respect to the Property or any facility located on the Property? Yes ☒ No ☐ Unknown ☐
23. Have you been informed of or do you have any knowledge of the past existence of hazardous substances or petroleum products stored on the Property or in any facility located on the Property? ☒ Yes ☐ No ☐ Unknown ☐
24. Have you been informed of or do you have any knowledge of the current existence of hazardous substances or petroleum products stored on the Property or in any facility located on the Property? Yes ☐ ☒ No ☐ Unknown ☐
25. Have you been informed of or do you have any knowledge of the past existence of environmental violations with respect to the Property or any facility located on the Property? Yes ☐ ☒ No ☐ Unknown ☐
26. Have you been informed of or do you have any knowledge of the current existence of environmental violations with respect to the Property or any facility located on the Property? Yes ☐ ☒ No ☐ Unknown ☐
27. Have any previous environmental assessments been performed on the Property? ☒ Yes ☐ No ☐ Unknown ☐
28. Have any environmental site assessments of the Property indicated the presence of hazardous substances or petroleum products on, or contamination of, the Property or recommended further assessment of the Property? Yes ☐ ☒ No ☐ Unknown ☐
29. Are you aware of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the Property by any owner or occupant of the Property? Yes ☐ ☒ No ☐ Unknown ☐
30. Does the Property discharge waste water (not including sanitary waste or storm water) onto or adjacent to the Property and/or into a *storm water* system? Yes ☐ ☒ No ☐ Unknown ☐
31. Does the Property discharge waste water (not including sanitary waste or storm water) onto or adjacent to the Property and/or into a *sanitary sewer* system? Yes ☐ ☒ No ☐ Unknown ☐
32. Do you have knowledge of any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials being dumped above grade, buried, and/or burned on the Property? Yes ☐ ☒ No ☐ Unknown ☐
33. Is there any transformers, capacitors, or any hydraulic equipment on the Property for which there are any records indicating the presence of PCBs? Yes ☐ ☒ No ☐ Unknown ☐
- 34.

Owner/Occupant Questionnaire
Page 6

Are you aware of any environmental cleanup liens against the Property that are filed or recorded under federal, tribal, state or local law?

Yes

☒ No

Unknown

35. Are you aware of any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Yes

☒ No

Unknown

36. Please provide the names addresses, telephone numbers) and emails of other persons with good knowledge of the uses and physical characteristics of the Property (such as the Property Manager, Chief Physical Plant Supervisor, Head Maintenance Person, Tenants, etc.)

Name _____

Address _____

Telephone _____

Email _____

Relation to property _____

Name _____

Address _____

Telephone _____

Email _____

Relation to property _____

40. Do you have any of the following documents for the Property?

Environmental Site Assessment (ESA) Reports

☒ Yes

No

Unknown

Environment Audit Reports

☒ Yes

No

Unknown

Environment Permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits)

Yes

☒ No

Unknown

Registrations for underground and above-ground storage tanks

Yes

☒ No

Unknown

Material Safety Data Sheets (MSDS)

Yes

No

☒ Unknown

Community Right-to-know Plans

Yes

☒ No

Unknown

Safety Plans; Emergency Preparedness and Prevention Plans; Spill Prevention, Control and Countermeasure (SPCC) Plans; etc.

Yes

☒ No

Unknown

Reports regarding hydrogeologic conditions on the Property or surrounding area

Yes

☒ No

Unknown

Owner/Occupant Questionnaire
Page 7

Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the Property or relating to environmental liens encumbering the Property

Yes ☒ No ☐ Unknown

Hazardous waste generator notices or reports

Yes ☒ No ☐ Unknown

Geotechnical studies

Yes ☒ No ☐ Unknown

Sanborn maps or other historical maps

Yes ☒ No ☐ Unknown

Please sign and provide the following information for yourself:

Your Name

Ben Hobbs

Title

Executor

Firm

Estate of Celestine W. Hobbs

Address

720 N. Park St. Carrollton, GA

Phone Number

770-870-8218

Preparer's relationship to Property (Owner/Occupant, Etc.)

Owner

Your Signature

Ben Hobbs

Date

12-23-15

Thank you very much for your assistance.

Sincerely,

Burton Dixon, P.G.
Senior Geologist/Project Manager
1170 Tidwell Road
Alpharetta, GA 30004
(770) 754-6440
cbd@amenv.com

Appendix B

EDR Database Search

Former Gulf Gas Station
121 West Bankhead Highway
Villa Rica, GA 30180

Inquiry Number: 4495747.2s
December 18, 2015

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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GEOCHECK ADDENDUM

Physical Setting Source Addendum	A-1
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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

121 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180

COORDINATES

Latitude (North): 33.7329000 - 33° 43' 58.44"
Longitude (West): 84.9213000 - 84° 55' 16.68"
Universal Tranverse Mercator: Zone 16
UTM X (Meters): 692582.8
UTM Y (Meters): 3734288.0
Elevation: 1135 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 6045625 VILLA RICA, GA
Version Date: 2014

North Map: 6046924 NEW GEORGIA, GA
Version Date: 2014

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20100920
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
21 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1		121 W BANKHEAD HWY	EDR Hist Auto		TP
A2	ESTATE OF CELESTINE	121 W BANKHEAD HWY	LUST, UST, Financial Assurance		TP
A3	ESTATE OF CELESTINE	121 W BANKHEAD HWY	RGA LUST		TP
A4		131 W BANKHEAD HWY	EDR Hist Auto	Lower	1 ft.
A5		261 W MONTGOMERY ST	EDR Hist Auto	Higher	26, 0.005, NE
A6	VILLA RICA AUTO SERV	116 W BANKHEAD HWY	LUST, UST, Financial Assurance	Lower	39, 0.007, SSE
A7		116 W BANKHEAD HWY	EDR Hist Auto	Lower	39, 0.007, SSE
A8		400 W MONTGOMERY ST	EDR Hist Auto	Higher	79, 0.015, NNE
A9	VILLA RICA TIRE	216 WEST BANKHEAD HI	AST	Lower	94, 0.018, WSW
A10		419 MAIN ST	EDR Hist Auto	Higher	199, 0.038, ENE
11	RICHARDSON COLE HARD	119 S. CANDLER STREE	AST	Higher	470, 0.089, SSE
12	FRED'S AUTO SERVICE	MAIN ST	UST, Financial Assurance	Higher	504, 0.095, NNE
13	CITY OF VILLA RICA	25 WEST CHURCH ST	UST, Financial Assurance	Lower	756, 0.143, ESE
14	BST/VILLA RICA CO/R3	206 MAPLE ST	LUST, UST, Financial Assurance	Lower	768, 0.145, WNW
15	CARROLL RD SHOPPETTE	205 S CARROLL RD	UST, Financial Assurance	Higher	950, 0.180, SSE
16	CITY OF VILLA RICA G	106 TEMPLE STREET	GA NON-HSI, NPDES	Higher	1703, 0.323, ESE
1	EL TACOMIENDO	451 WEST BANKHEAD HI	GA NON-HSI, INST CONTROL, BROWNFIELDS	Lower	2236, 0.423, We

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
121 W BANKHEAD HWY 121 W BANKHEAD HWY VILLA RICA, GA 30180	EDR Hist Auto	N/A
ESTATE OF CELESTINE 121 W BANKHEAD HWY VILLA RICA, GA 30180	LUST Cleanup Status: NFA - No Further Action Facility Id: 09022101 UST Status: Removed From Ground Status: Installed Status: Upgrade Repair Not Marked Facility Status: Closed Facility Id: 9022101 Financial Assurance Facility Id: 09022101	N/A
ESTATE OF CELESTINE 121 W BANKHEAD HWY VILLA RICA, GA	RGALUST Facility ID: 9-022101 Facility ID: 9022101 Facility ID: 9022101.0	N/A

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY..... Federal Facility Site Information listing

EXECUTIVE SUMMARY

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP..... CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators

RCRA-SQG..... RCRA - Small Quantity Generators

RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System

US ENG CONTROLS..... Engineering Controls Sites List

US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS..... Hazardous Site Inventory

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Solid Waste Disposal Facilities

State and tribal leaking storage tank lists

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing

INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

AUL..... Uniform Environmental Covenants

State and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing

VCP..... Voluntary Cleanup Program site

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY..... Recycling Center Listing
HIST LF..... Historical Landfills
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... National Clandestine Laboratory Register
CDL..... Clandestine Drug Labs
DEL SHWS..... Delisted Hazardous Site Inventory Listing
US CDL..... Clandestine Drug Labs

Local Land Records

LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
SPILLS..... Spills Information
SPILLS 90..... SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated
FUDS..... Formerly Used Defense Sites
DOD..... Department of Defense Sites
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR..... Financial Assurance Information
EPA WATCH LIST..... EPA WATCH LIST
2020 COR ACTION..... 2020 Corrective Action Program List
TSCA..... Toxic Substances Control Act
TRIS..... Toxic Chemical Release Inventory System
SSTS..... Section 7 Tracking Systems
ROD..... Records Of Decision
RMP..... Risk Management Plans
RAATS..... RCRA Administrative Action Tracking System
PRP..... Potentially Responsible Parties
PADS..... PCB Activity Database System
ICIS..... Integrated Compliance Information System
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS..... Material Licensing Tracking System
COAL ASH DOE..... Steam-Electric Plant Operation Data

EXECUTIVE SUMMARY

COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
FINDS	Facility Index System/Facility Registry System
AIRS	Permitted Facility and Emissions Listing
COAL ASH	Coal Ash Disposal Site Listing
DRYCLEANERS	Drycleaner Database
NPDES	NPDES Wastewater Permit List
TIER 2	Tier 2 Data Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	EDR Proprietary Manufactured Gas Plants
EDR Hist Cleaner	EDR Exclusive Historic Dry Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS	Recovered Government Archive State Hazardous Waste Facilities List
RGA LF	Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State- and tribal - equivalent CERCLIS

GA NON-HSI: Georgia Non Hazardous Site Inventory Sites.

A review of the GA NON-HSI list, as provided by EDR, and dated 10/14/2015 has revealed that there are

EXECUTIVE SUMMARY

2 GA NON-HSI sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CITY OF VILLA RICA G	106 TEMPLE STREET	ESE 1/4 - 1/2 (0.323 mi.)	16	23
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
EL TACOMIENDO	451 WEST BANKHEAD HI	W 1/4 - 1/2 (0.423 mi.)	17	23

State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Natural Resources' Confirmed Release List.

A review of the LUST list, as provided by EDR, and dated 07/02/2014 has revealed that there are 2 LUST sites within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VILLA RICA AUTO SERV Cleanup Status: NFA - Remediation Facility Id: 09022093	116 W BANKHEAD HWY	SSE 0 - 1/8 (0.007 mi.)	A6	12
BST/VILLA RICA CO/R3 Cleanup Status: NFA - No Further Action Facility Id: 00222000	206 MAPLE ST	WNW 1/8 - 1/4 (0.145 mi.)	14	20

State and tribal registered storage tank lists

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Natural Resources' Underground Storage Tank Database.

A review of the UST list, as provided by EDR, and dated 07/01/2013 has revealed that there are 5 UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FRED'S AUTO SERVICE Status: Installed Status: Closed In Ground Date Unknown Facility Status: Closed Facility Id: 4220174	MAIN ST	NNE 0 - 1/8 (0.095 mi.)	12	18
CARROLL RD SHOPPETTE Status: Currently In Use Status: Installed Status: Cathodically Prot Facility Status: Active Facility Id: 4220076	205 S CARROLL RD	SSE 1/8 - 1/4 (0.180 mi.)	15	21
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VILLA RICA AUTO SERV	116 W BANKHEAD HWY	SSE 0 - 1/8 (0.007 mi.)	A6	12

EXECUTIVE SUMMARY

CITY OF VILLA RICA	25 WEST CHURCH ST	ESE 1/8 - 1/4 (0.143 mi.)	13	19
Status: Installed				
Status: Removed From Ground				
Status: Upgrade Repair Not Marked				
Facility Status: Closed				
Facility Id: 9022020				
BST/VILLA RICA CO/R3	206 MAPLE ST	WNW 1/8 - 1/4 (0.145 mi.)	14	20
Status: Installed				
Status: Removed From Ground				
Status: Upgrade Repair Not Marked				
Facility Status: Closed				
Facility Id: 222000				

A review of the AST list, as provided by EDR, and dated 06/04/2012 has revealed that there are 2 AST sites within approximately 0.25 miles of the target property.

State and tribal institutional control / engineering control registries

INST CONTROL: Sites on the Public Record Listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5.

TC4495747.2s EXECUTIVE SUMMARY 8

EXECUTIVE SUMMARY

State and tribal Brownfields sites

BROWNFIELDS: The Brownfields Public Record lists properties where response actions under the Georgia Hazardous Site Reuse and Redevelopment Act are planned, ongoing or completed.

A review of the BROWNFIELDS list, as provided by EDR, and dated 09/30/2015 has revealed that there is 1 BROWNFIELDS site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
EL TACOMIENDO	451 WEST BANKHEAD HI	W 1/4 - 1/2 (0.423 mi.)	17	23

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there are 5 EDR Hist Auto sites within approximately 0.125 miles of the target property.

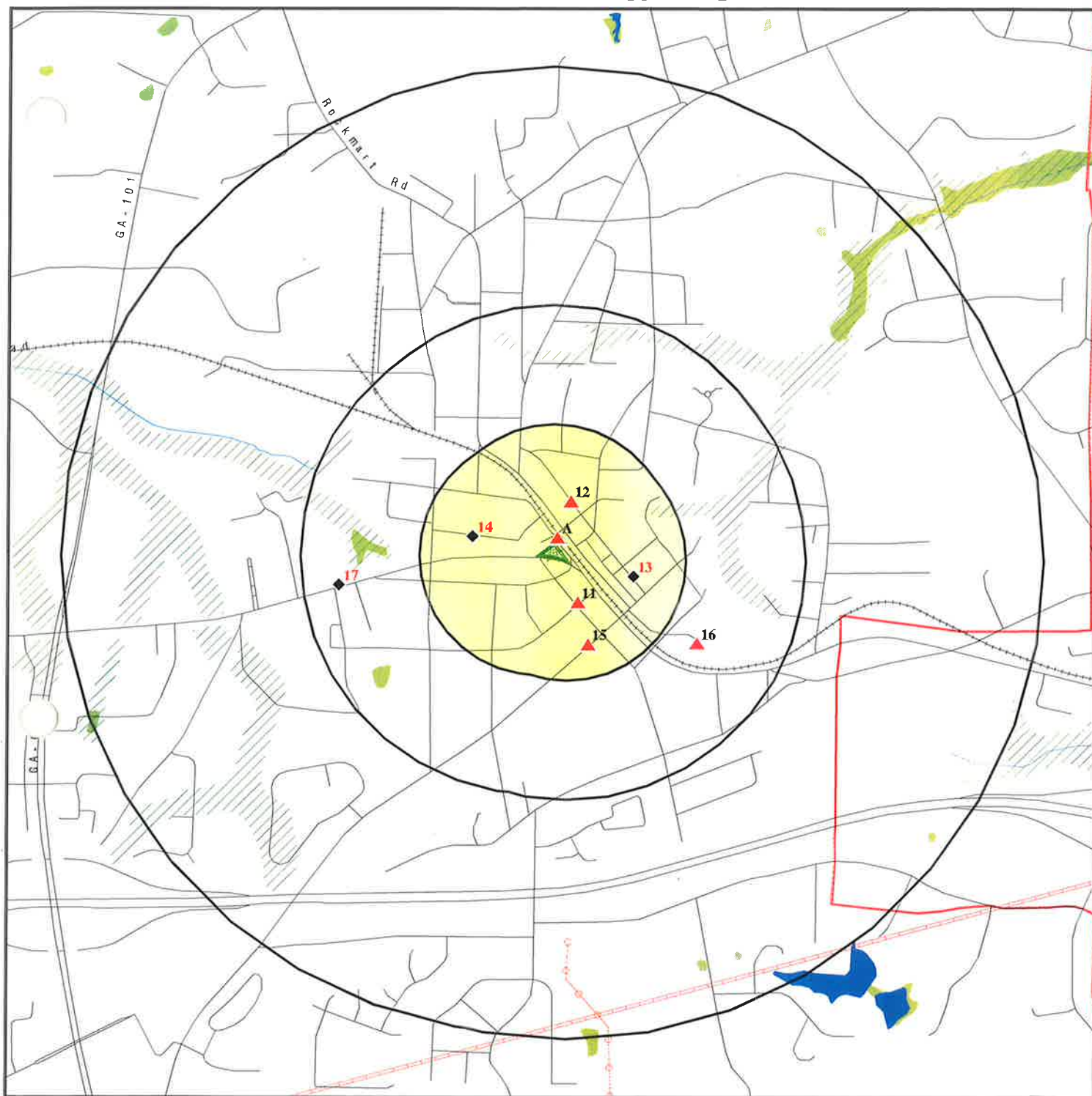
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	261 W MONTGOMERY ST	NE 0 - 1/8 (0.005 mi.)	A5	12
Not reported	400 W MONTGOMERY ST	NNE 0 - 1/8 (0.015 mi.)	A8	15
Not reported	419 MAIN ST	ENE 0 - 1/8 (0.038 mi.)	A10	17
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	131 W BANKHEAD HWY	0 - 1/8 (0.000 mi.)	A4	12
Not reported	116 W BANKHEAD HWY	SSE 0 - 1/8 (0.007 mi.)	A7	14

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 4 records.

<u>Site Name</u>	<u>Database(s)</u>
TANNER MEDICAL CENTER VILLA RICA	LUST, UST, Financial Assurance
DOUGLAS CO PW/LIBERTY ROAD INERT L	SWF/LF
DOUGLAS CO./WEST UNION HILL RD. IN	SWF/LF
ARCH ALUMINUM	GA NON-HSI

OVERVIEW MAP - 4495747.2S



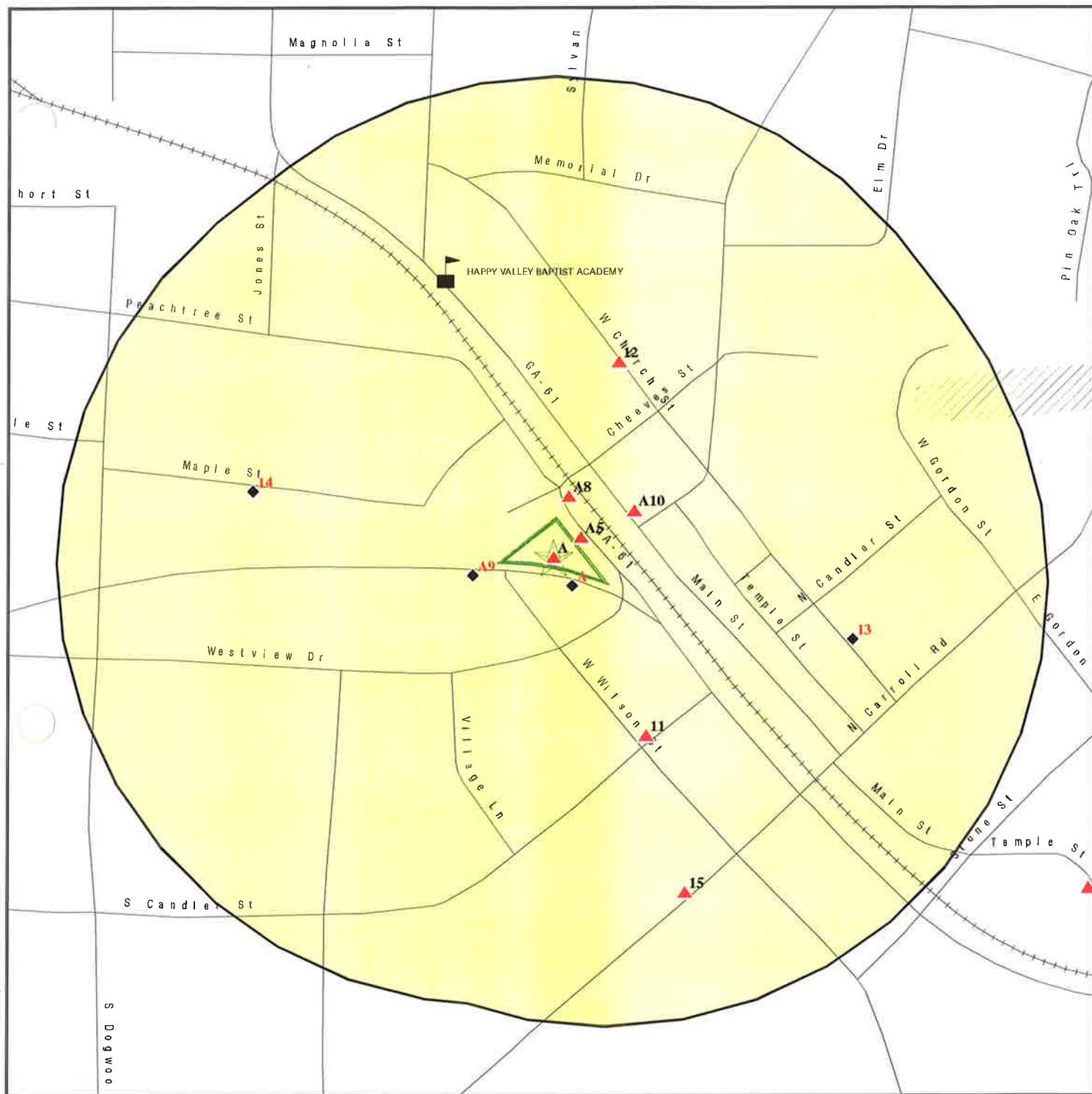
- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Power transmission lines
- Pipelines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Former Gulf Gas Station
ADDRESS: 121 West Bankhead Highway
 Villa Rica GA 30180
LAT/LONG: 33.7329 / 84.9213

CLIENT: AECS
CONTACT: Burton Dixon
INQUIRY #: 4495747.2s
DATE: December 18, 2015 10:41 am

DETAIL MAP - 4495747.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites

- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Former Gulf Gas Station
 ADDRESS: 121 West Bankhead Highway
 Villa Rica GA 30180
 LAT/LONG: 33.7329 / 84.9213

CLIENT: AECS
 CONTACT: Burton Dixon
 INQUIRY #: 4495747.2s
 DATE: December 18, 2015 10:41 am

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<u>STANDARD ENVIRONMENTAL RECORDS</u>								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
CERCLIS	0.500		0	0	0	NR	NR	0
<i>Federal CERCLIS NFRAP site List</i>								
CERCLIS-NFRAP	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
SHWS	1.000		0	0	0	0	NR	0
GA NON-HSI	1.000		0	0	2	0	NR	2
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
SWF/LF	0.500		0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
LUST	0.500	1	1	1	0	NR	NR	3
INDIAN LUST	0.500		0	0	0	NR	NR	0
<i>State and tribal registered storage tank lists</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UST	0.250	1	2	3	NR	NR	NR	6
AST	0.250		2	0	NR	NR	NR	2
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
INST CONTROL	0.500		0	0	1	NR	NR	1
AUL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	1	NR	NR	1
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
CDL	TP		NR	NR	NR	NR	NR	0
DEL SHWS	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	TP	1	NR	NR	NR	NR	NR	1
NPDES	TP		NR	NR	NR	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125	1	5	NR	NR	NR	NR	6
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP	1	NR	NR	NR	NR	NR	1

- Totals --		5	10	4	4	0	0	23
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MAP FINDINGS SUMMARY

<u>Database</u>	<u>Search Distance (Miles)</u>	<u>Target Property</u>	<u>< 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>> 1</u>	<u>Total Plotted</u>
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NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A1

Target
Property

121 W BANKHEAD HWY
VILLA RICA, GA 30180

EDR Hist Auto

1015183205
N/A

Site 1 of 10 in cluster A

Actual:
1135 ft.

EDR Historical Auto Stations:

Name: BUTTERBALL AUTO REPAIR
Year: 1999
Address: 121 W BANKHEAD HWY

Name: BUTTERBALL AUTO REPAIR
Year: 2000
Address: 121 W BANKHEAD HWY

Name: BUTTERBALLS AUTO REPAIR
Year: 2009
Address: 121 W BANKHEAD HWY

Name: BUTTERBALL AUTO REPAIR
Year: 2010
Address: 121 W BANKHEAD HWY

Name: BUTTERBALLS AUTO REPAIR
Year: 2011
Address: 121 W BANKHEAD HWY

Name: BUTTERBALLS AUTO REPAIR
Year: 2012
Address: 121 W BANKHEAD HWY

A2

Target
Property

ESTATE OF CELESTINE W HOBBS
121 W BANKHEAD HWY
VILLA RICA, GA 30180

LUST

U003727982

UST

N/A

Financial Assurance

Site 2 of 10 in cluster A

Actual:
1135 ft.

LUST:

Facility ID: 09022101
Leak ID: 1
Description: Confirmed Release
Cleanup Status: NFA - No Further Action
Date Received: 09/08/2000
Project Officer: Logan, William E.

Facility:

Facility Id: 9022101
Facility Status: Closed
Facility Type: Other
District: Mountain Atlanta
Contact Id: 10058
Owner Name: ESTATE OF CELESTINE W HOBBS
Owner Address: 1141 ROME STREET
Owner City: CARROLLTON
Owner State: GA
Owner Zip: 30117
Owner City,St,Zip: CARROLLTON, GA 30117
Owner Telephone: 770-830-8211

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ESTATE OF CELESTINE W HOBBS (Continued)

U003727982

Tanks:

Tank ID:	1
Status:	Installed
Status Date:	Not reported
Tank ID:	1
Status:	Upgrade Repair Not Marked
Status Date:	Not reported
Tank ID:	1
Status:	Removed From Ground
Status Date:	05/26/2000
Tank ID:	1
Product1:	Gas
Material:	Not Marked/Unknown
Capacity:	2000
Pipe Material:	Not Marked
Pipe Type:	Not Marked
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank ID:	2
Status:	Installed
Status Date:	Not reported
Tank ID:	2
Status:	Upgrade Repair Not Marked
Status Date:	Not reported
Tank ID:	2
Status:	Removed From Ground
Status Date:	05/26/2000
Tank ID:	2
Product1:	Gas
Material:	Not Marked/Unknown
Capacity:	2000
Pipe Material:	Not Marked
Pipe Type:	Not Marked
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank ID:	3
Status:	Upgrade Repair Not Marked
Status Date:	Not reported
Tank ID:	3
Status:	Installed
Status Date:	Not reported
Tank ID:	3
Status:	Removed From Ground

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ESTATE OF CELESTINE W HOBBS (Continued)

U003727982

Status Date: 05/26/2000

Tank ID: 3
Product1: Gas
Material: Not Marked/Unknown
Capacity: 2000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 4
Status: Installed
Status Date: Not reported

Tank ID: 4
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 4
Status: Removed From Ground
Status Date: 05/26/2000

Tank ID: 4
Product1: Gas
Material: Not Marked/Unknown
Capacity: 4000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 5
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 5
Status: Installed
Status Date: Not reported

Tank ID: 5
Status: Removed From Ground
Status Date: 05/26/2000

Tank ID: 5
Product1: Gas
Material: Not Marked/Unknown
Capacity: 4000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ESTATE OF CELESTINE W HOBBS (Continued)

U003727982

Date Spill Device Installed: Not reported

Tank ID: 6
Status: **Installed**
Status Date: Not reported

Tank ID: 6
Status: **Upgrade Repair Not Marked**
Status Date: Not reported

Tank ID: 6
Status: **Removed From Ground**
Status Date: 05/30/2000

Tank ID: 6
Product1: Used Oil
Material: Marked Unknown
Capacity: 500
Pipe Material: Unknown
Pipe Type: Not Marked
Overfill Protection: Yes
Overfill Installed: Not reported
Tank Exempt From Spill: Yes
Date Spill Device Installed: Not reported

GA Financial Assurance 1:
Region: 1
Facility ID: 09022101
Financial Responsibility: None

A3
Target
Property

ESTATE OF CELESTINE W HOBBS
121 W BANKHEAD HWY
VILLA RICA, GA

RGA LUST S115536542
N/A

Site 3 of 10 in cluster A

Actual:
1135 ft.

RGA LUST:

2012	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2011	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2010	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2009	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2008	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2007	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2006	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2005	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2004	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2003	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2002	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2001	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY
2000	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A4

< 1/8
1 ft.

131 W BANKHEAD HWY
VILLA RICA, GA 30180

Site 4 of 10 in cluster A

Relative:
Lower

EDR Historical Auto Stations:

Name: TRENTS TRANSMISSION
Year: 1999
Address: 131 W BANKHEAD HWY

Actual:
1133 ft.

Name: TRENTS TRANSMISSION
Year: 2000
Address: 131 W BANKHEAD HWY

Name: A2Z QUIKLUBE
Year: 2012
Address: 131 W BANKHEAD HWY

EDR Hist Auto

1015204633
N/A

A5

NE
< 1/8
0.005 mi.
26 ft.

261 W MONTGOMERY ST
VILLA RICA, GA 30180

Site 5 of 10 in cluster A

Relative:
Higher

EDR Historical Auto Stations:

Name: HUEYS BODY SHOP & WRCKR SRVC
Year: 2003
Address: 261 W MONTGOMERY ST

Actual:
1139 ft.

Name: HUEYS BODY SHOP & WRECKER
Year: 2004
Address: 261 W MONTGOMERY ST

EDR Hist Auto

1015372747
N/A

A6

SSE
< 1/8
0.007 mi.
39 ft.

VILLA RICA AUTO SERVICE
116 W BANKHEAD HWY
VILLA RICA, GA 30180

Site 6 of 10 in cluster A

Relative:
Lower

LUST:

Facility ID: 09022093
Leak ID: 1
Description: Confirmed Release
Cleanup Status: NFA - Remediation
Date Received: 04/06/1999
Project Officer: Li, Yonghong June

Actual:
1133 ft.

Facility:

Facility Id: 9022093
Facility Status: Closed
Facility Type: Not Marked
District: Mountain Atlanta
Contact Id: 10041
Owner Name: VILLA RICA AUTO SERVICE
Owner Address: 116 W BANKHEAD HWY
Owner City: VILLA RICA
Owner State: GA

LUST U003727974
UST N/A

Financial Assurance

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

VILLA RICA AUTO SERVICE (Continued)

U003727974

Owner Zip: 30180
Owner City,St,Zip: VILLA RICA, GA 30180
Owner Telephone: 770-459-6446

Tanks:

Tank ID: 1
Status: Installed
Status Date: Not reported

Tank ID: 1
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 1
Status: Removed From Ground
Status Date: 06/01/1998

Tank ID: 1
Product1: Gas
Material: Not Marked/Unknown
Capacity: 4000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 2
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 2
Status: Installed
Status Date: Not reported

Tank ID: 2
Status: Removed From Ground
Status Date: 06/01/1998

Tank ID: 2
Product1: Gas
Material: Not Marked/Unknown
Capacity: 4000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 3
Status: Installed
Status Date: Not reported

Tank ID: 3
Status: Upgrade Repair Not Marked
Status Date: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

VILLA RICA AUTO SERVICE (Continued)

U003727974

Tank ID: 3
Status: **Removed From Ground**
Status Date: 06/01/1998

Tank ID: 3
Product1: Diesel
Material: Not Marked/Unknown
Capacity: 5000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 4
Status: **Upgrade Repair Not Marked**
Status Date: Not reported

Tank ID: 4
Status: **Installed**
Status Date: Not reported

Tank ID: 4
Status: **Removed From Ground**
Status Date: 06/01/1998

Tank ID: 4
Product1: Gas
Material: Not Marked/Unknown
Capacity: 5000
Pipe Material: Not Marked
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

GA Financial Assurance 1:
Region: 1
Facility ID: 09022093
Financial Responsibility: Not Marked

A7
SSE
< 1/8
0.007 mi.
39 ft.

116 W BANKHEAD HWY
VILLA RICA, GA 30180

Site 7 of 10 in cluster A

Relative:
Lower

EDR Historical Auto Stations:

Actual:
1133 ft.

Name: VILLA RICA AUTO SERVICE
Year: 1999
Address: 116 W BANKHEAD HWY

Name: VILLA RICA AUTO SERVICE
Year: 2000

EDR Hist Auto **1015170696**
N/A

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

(Continued)

1015170696

Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2001
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2004
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2005
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2006
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2007
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2008
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2009
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SVC
Year: 2010
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2011
Address: 116 W BANKHEAD HWY
Name: VILLA RICA AUTO SERVICE
Year: 2012
Address: 116 W BANKHEAD HWY

A8
NNE
< 1/8
0.015 mi.
79 ft.

400 W MONTGOMERY ST
VILLA RICA, GA 30180

Site 8 of 10 in cluster A

EDR Hist Auto 1015469426
N/A

Relative:
Higher

EDR Historical Auto Stations:

Name: J & J AUTO SERVICE
Year: 1999
Address: 400 W MONTGOMERY ST

Actual:
1142 ft.

Name: J & J AUTO SERVICE
Year: 2000
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

(Continued)

1015469426

Year: 2001
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2002
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2003
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2004
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2005
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2006
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2008
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2009
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SVC
Year: 2010
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2011
Address: 400 W MONTGOMERY ST

Name: J & J AUTO SERVICE
Year: 2012
Address: 400 W MONTGOMERY ST

A9
WSW
< 1/8
0.018 mi.
94 ft.
VILLA RICA TIRE
216 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180
Site 9 of 10 in cluster A

AST A100328464
N/A

Relative:
Lower

AST:

Actual:
1124 ft.

Owner Name: Blue Flame Gas
Owner Address: 1402 Industry Road
Owner City/State/Zip: Powder Springs GA 30127
Number Of Tanks: 1
Tank Capacity: 500

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A10
ENE
< 1/8
0.038 mi.
199 ft.

419 MAIN ST
VILLA RICA, GA 30180

EDR Hist Auto 1015484730
N/A

Site 10 of 10 in cluster A

Relative:
Higher

EDR Historical Auto Stations:

Name: ROBBIES AUTO SERVICE
Year: 1999
Address: 419 MAIN ST

Actual:
1143 ft.

Name: ROBBIES AUTO SERVICE
Year: 2000
Address: 419 MAIN ST

Name: ROBBIES AUTO SERVICE
Year: 2001
Address: 419 MAIN ST

Name: ROBBIES AUTO SERVICE
Year: 2002
Address: 419 MAIN ST

Name: ROBBIES AUTO SERVICE
Year: 2009
Address: 419 MAIN ST

Name: ROBBIES AUTO SVC
Year: 2010
Address: 419 MAIN ST

Name: ROBBIES AUTO SERVICE
Year: 2011
Address: 419 MAIN ST

Name: ROBBIES AUTO SERVICE
Year: 2012
Address: 419 MAIN ST

11
SSE
< 1/8
0.089 mi.
470 ft.

RICHARDSON COLE HARDWARE
119 S. CANDLER STREET
VILLA RICA, GA 30180

AST A100328453
N/A

Relative:
Higher

AST:

Owner Name: Heritage Operating LP dba Heritage Propane
Owner Address: 2828 Young Harris Highway
Owner City/State/Zip: Blairsville GA 30512
Number Of Tanks: 1
Tank Capacity: 500

Actual:
1137 ft.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

12
NNE
< 1/8
0.095 mi.
504 ft.

FRED'S AUTO SERVICE
MAIN ST
VILLA RICA, GA 30180

UST
Financial Assurance

U001487542
N/A

Relative:
Higher

Facility:

Facility Id: 4220174
Facility Status: Closed
Facility Type: Commercial
District: Mountain Atlanta
Contact Id: 198
Owner Name: LEVENS INC
Owner Address: PO BOX 514
Owner City: CARROLLTON
Owner State: GA
Owner Zip: 30117
Owner City,St,Zip: CARROLLTON, GA 30117
Owner Telephone: 770-832-7762

Actual:
1139 ft.

Tanks:

Tank ID: 1
Status: Closed In Ground Date Unknown
Status Date: Not reported

Tank ID: 1
Status: Installed
Status Date: 05/07/1956

Tank ID: 1
Product1: Gas
Material: Bare Steel
Capacity: 500
Pipe Material: Unknown
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 2
Status: Closed In Ground Date Unknown
Status Date: Not reported

Tank ID: 2
Status: Installed
Status Date: 05/07/1956

Tank ID: 2
Product1: Gas
Material: Bare Steel
Capacity: 500
Pipe Material: Unknown
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FRED'S AUTO SERVICE (Continued)

U001487542

GA Financial Assurance 1:

Region: 1
Facility ID: 04220174
Financial Responsibility: Not Marked

13
ESE
1/8-1/4
0.143 mi.
756 ft.

CITY OF VILLA RICA
25 WEST CHURCH ST
VILLA RICA, GA 30180

UST
Financial Assurance U001489970
N/A

Relative:
Lower

Facility:

Facility Id: 9022020
Facility Status: Closed
Facility Type: Commercial
District: Mountain Atlanta
Contact Id: 327
Owner Name: BURKETT OIL COMPANY INC
Owner Address: 6788 BEST FRIEND RD
Owner City: NORCROSS
Owner State: GA
Owner Zip: 30071
Owner City,St,Zip: NORCROSS, GA 30071
Owner Telephone: 770-447-5653

Actual:
1134 ft.

Tanks:

Tank ID: 1
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 1
Status: Removed From Ground
Status Date: 12/15/1988

Tank ID: 1
Status: Installed
Status Date: 01/01/1976

Tank ID: 1
Product1: Gas
Material: Bare Steel
Capacity: 1000
Pipe Material: Galvanized Steel
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

Tank ID: 2
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 2
Status: Removed From Ground
Status Date: 12/15/1988

Tank ID: 2

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CITY OF VILLA RICA (Continued)

U001489970

Status: Installed
Status Date: 01/01/1976

Tank ID: 2
Product1: Gas
Material: Bare Steel
Capacity: 560
Pipe Material: Galvanized Steel
Pipe Type: Not Marked
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

GA Financial Assurance 1:
Region: 1
Facility ID: 09022020
Financial Responsibility: Not Marked

14
WNW
1/8-1/4
0.145 mi.
768 ft.

BST/VILLA RICA CO/R3930
206 MAPLE ST
VILLA RICA, GA 30180

LUST U001474630
UST N/A
Financial Assurance

Relative:
Lower

LUST:
Facility ID: 00222000
Leak ID: 1
Description: Confirmed Release
Cleanup Status: NFA - No Further Action
Date Received: 10/24/1995
Project Officer: Revell-Robinson, Isabelle

Actual:
1122 ft.

Facility:
Facility Id: 222000
Facility Status: Closed
Facility Type: Utilities
District: Mountain Atlanta
Contact Id: 115
Owner Name: BELLSOUTH TELECOMMUNICATIONS
Owner Address: 440 WALKER ST
Owner City: AUGUSTA
Owner State: GA
Owner Zip: 30910
Owner City, St, Zip: AUGUSTA, GA 30910
Owner Telephone: 706-869-0666

Tanks:
Tank ID: 1
Status: Upgrade Repair Not Marked
Status Date: Not reported

Tank ID: 1
Status: Removed From Ground
Status Date: 08/18/1995

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BST/VILLA RICA CO/R3930 (Continued)

U001474630

Tank ID: 1
Status: **Installed**
Status Date: 06/01/1986

Tank ID: 1
Product1: Other
Material: Bare Steel
Capacity: 600
Pipe Material: Copper
Pipe Type: Suction: Valve At The Tank
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported

GA Financial Assurance 1:

Region: 1
Facility ID: 00222000
Financial Responsibility: G.U.S.T. Trust Fund

15
SSE
1/8-1/4
0.180 mi.
950 ft.

CARROLL RD SHOPPETTE
205 S CARROLL RD
VILLA RICA, GA 30180

UST **U001487459**
Financial Assurance **N/A**

Relative:
Higher

Facility:
Facility Id: 4220076
Facility Status: Active
Facility Type: Gas Station
District: Mountain Atlanta
Contact Id: 52565
Owner Name: SANJAY PATEL
Owner Address: 205 S CARROLL RD
Owner City: VILLA RICA
Owner State: GA
Owner Zip: 30180
Owner City,St,Zip: VILLA RICA, GA 30180
Owner Telephone: 770-459-6598

Actual:
1140 ft.

Tanks:

Tank ID: 1
Status: **Cathodically Prot**
Status Date: 10/07/1997

Tank ID: 1
Status: **Installed**
Status Date: 04/16/1978

Tank ID: 1
Status: **Currently In Use**
Status Date: 04/16/1978

Tank ID: 1
Product1: Gas
Material: Steel-Imprinted Current
Capacity: 6000

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CARROLL RD SHOPPETTE (Continued)

U001487459

Pipe Material: Impressed Current
Pipe Type: Pressure
Overfill Protection: Not reported
Overfill Installed: 10/07/1997
Tank Exempt From Spill: Yes
Date Spill Device Installed: 10/07/1997

Tank ID: 2
Status: Cathodically Prot
Status Date: 10/07/1997

Tank ID: 2
Status: Currently In Use
Status Date: 04/16/1978

Tank ID: 2
Status: Installed
Status Date: 04/16/1978

Tank ID: 2
Product1: Gas
Material: Steel-Impressed Current
Capacity: 2000
Pipe Material: Impressed Current
Pipe Type: Pressure
Overfill Protection: Not reported
Overfill Installed: 10/07/1997
Tank Exempt From Spill: Yes
Date Spill Device Installed: 10/07/1997

Tank ID: 3
Status: Cathodically Prot
Status Date: 10/07/1997

Tank ID: 3
Status: Currently In Use
Status Date: 04/16/1978

Tank ID: 3
Status: Installed
Status Date: 04/16/1978

Tank ID: 3
Product1: Gas
Material: Steel-Impressed Current
Capacity: 2000
Pipe Material: Impressed Current
Pipe Type: Pressure
Overfill Protection: Not reported
Overfill Installed: 10/07/1997
Tank Exempt From Spill: Yes
Date Spill Device Installed: 10/07/1997

GA Financial Assurance 1:

Region: 1
Facility ID: 04220076

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CARROLL RD SHOPPETTE (Continued)

U001487459

Financial Responsibility: G.U.S.T. Trust Fund

16
ESE
1/4-1/2
0.323 mi.
1703 ft.

CITY OF VILLA RICA GARAGE
106 TEMPLE STREET
VILLA RICA, GA 30180

GA NON-HSI
NPDES

S108118616
N/A

Relative:
Higher

NON HSI:
Latitude: 33.73083
Longitude: 84.917778
Ground Water Pathway Score: 0.81
On-Site Pathway Score: 0.00
Report Date: 05/01/2006
Additional Info: Not reported
Contamination: chloroform

Actual:
1144 ft.

NPDES:
NPDES Id: Not reported
Notice of Intent Num: 05071
Facility Type Desc: Not reported
NOI Type: Notice of Intent
River Basin: Not reported
Permit Sub Type: Not reported

17
West
1/4-1/2
0.423 mi.
2236 ft.

EL TACOMIENDO
451 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180

GA NON-HSI
INST CONTROL
BROWNFIELDS

S109113591
N/A

Relative:
Lower

NON HSI:
Latitude: 33.73277
Longitude: 84.928889
Ground Water Pathway Score: 8.10
On-Site Pathway Score: 14.80
Report Date: 08/27/2010
Additional Info: Not reported
Contamination: H2O: vinyl chloride, OS: tetrachloroethene

Actual:
1111 ft.

INST CONTROL:
Risk: Non-Residential
Restricted: Restricted
RRS Code: 3-4

BROWNFIELD:
Acreage: 0.22
Risk: Non-Residential
Restricted: Restricted
RRS Code: 3-4
Status: N-HSI
Date Cleanup Plan: 03/19/2008
Date Cleanup Completed: 08/16/2010

Count: 4

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
VILLA RICA	U001474623	TANNER MEDICAL CENTER VILLA RICA	601 DALLAS RD	30180	LUST, UST, Financial Assurance
VILLA RICA	S112207373	ARCH ALUMINIUM	540 INDUSTRIAL COURT WEST	30180	GA NON-HSI
VILLA RICA	S107666159	DOUGLAS CO PW/LIBERTY ROAD INERT L	ON LIBERTY BET.CHURCH/HELTON R	30180	SWF/LF
VILLA RICA	S107666161	DOUGLAS CO./WEST UNION HILL RD. IN	WEST UNION HILL RD, 3 MILES SO	30180	SWF/LF

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 03/26/2015	Source: EPA
Date Data Arrived at EDR: 04/08/2015	Telephone: N/A
Date Made Active in Reports: 06/22/2015	Last EDR Contact: 11/07/2015
Number of Days to Update: 75	Next Scheduled EDR Contact: 01/18/2016
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 03/26/2015	Source: EPA
Date Data Arrived at EDR: 04/08/2015	Telephone: N/A
Date Made Active in Reports: 06/22/2015	Last EDR Contact: 11/07/2015
Number of Days to Update: 75	Next Scheduled EDR Contact: 01/18/2016
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 03/26/2015	Source: EPA
Date Data Arrived at EDR: 04/08/2015	Telephone: N/A
Date Made Active in Reports: 06/22/2015	Last EDR Contact: 11/07/2015
Number of Days to Update: 75	Next Scheduled EDR Contact: 01/18/2016
	Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 03/26/2015	Source: Environmental Protection Agency
Date Data Arrived at EDR: 04/08/2015	Telephone: 703-603-8704
Date Made Active in Reports: 06/11/2015	Last EDR Contact: 10/09/2015
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/18/2016
	Data Release Frequency: Varies

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 11/23/2015
Number of Days to Update: 94	Next Scheduled EDR Contact: 03/07/2016
	Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 11/23/2015
Number of Days to Update: 94	Next Scheduled EDR Contact: 03/07/2016
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/09/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 82

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/09/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/09/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/09/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/09/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/28/2015	Source: Department of the Navy
Date Data Arrived at EDR: 05/29/2015	Telephone: 843-820-7326
Date Made Active in Reports: 06/11/2015	Last EDR Contact: 11/13/2015
Number of Days to Update: 13	Next Scheduled EDR Contact: 02/29/2016
	Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 09/10/2015	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/11/2015	Telephone: 703-603-0695
Date Made Active in Reports: 11/03/2015	Last EDR Contact: 11/24/2015
Number of Days to Update: 53	Next Scheduled EDR Contact: 03/14/2016
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 09/10/2015	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/11/2015	Telephone: 703-603-0695
Date Made Active in Reports: 11/03/2015	Last EDR Contact: 11/24/2015
Number of Days to Update: 53	Next Scheduled EDR Contact: 03/14/2016
	Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/22/2015	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 06/26/2015	Telephone: 202-267-2180
Date Made Active in Reports: 09/16/2015	Last EDR Contact: 09/29/2015
Number of Days to Update: 82	Next Scheduled EDR Contact: 01/11/2016
	Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

SHWS: Hazardous Site Inventory

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 07/01/2015	Source: Department of Environmental Protection
Date Data Arrived at EDR: 07/07/2015	Telephone: 404-657-8600
Date Made Active in Reports: 07/23/2015	Last EDR Contact: 09/28/2015
Number of Days to Update: 16	Next Scheduled EDR Contact: 01/11/2016
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NON HSI: Non-Hazardous Site Inventory

This list was obtained by EDR in 1998 and contains property listings that have reported contamination of soil or groundwater under the Georgia Hazardous Site Response Act (HSRA). These sites were not placed on the Georgia Priority list (Hazardous Site Inventory or HSI) because their hazard evaluation scores did not exceed the threshold levels established for sites posing an imminent threat to health or the environment. Disclaimer provided by Rindt-McDuff Associates - the database information has been obtained from publicly available sources produced by other entities. While reasonable steps have been taken to insure the accuracy of the data, RMA does not guarantee the accuracy of the data. No claim is made for the actual existence of pollution at any site. This data does not constitute a legal opinion.

Date of Government Version: 10/14/2015	Source: Rindt-McDuff Associates, Inc.
Date Data Arrived at EDR: 10/16/2015	Telephone: N/A
Date Made Active in Reports: 11/19/2015	Last EDR Contact: 10/09/2015
Number of Days to Update: 34	Next Scheduled EDR Contact: 01/25/2016
	Data Release Frequency: Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Disposal Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 06/04/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/08/2014	Telephone: 404-362-2696
Date Made Active in Reports: 09/08/2014	Source: Center for GIS, Georgia Institute of Technology
Number of Days to Update: 31	Telephone: 404-385-0900
	Last EDR Contact: 11/07/2015
	Next Scheduled EDR Contact: 02/15/2016
	Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

LUST: List of Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/02/2014	Source: Environmental Protection Division
Date Data Arrived at EDR: 07/08/2014	Telephone: 404-362-2687
Date Made Active in Reports: 08/19/2014	Last EDR Contact: 09/18/2015
Number of Days to Update: 42	Next Scheduled EDR Contact: 12/28/2015
	Data Release Frequency: Quarterly

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 05/13/2015	Source: EPA Region 6
Date Data Arrived at EDR: 08/03/2015	Telephone: 214-665-6597
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 10/26/2015
Number of Days to Update: 71	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 07/30/2015	Source: EPA Region 4
Date Data Arrived at EDR: 08/07/2015	Telephone: 404-562-8677
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 10/26/2015
Number of Days to Update: 67	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 07/21/2015	Source: EPA Region 10
Date Data Arrived at EDR: 07/29/2015	Telephone: 206-553-2857
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 10/26/2015
Number of Days to Update: 76	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Quarterly

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 01/08/2015	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/08/2015	Telephone: 415-972-3372
Date Made Active in Reports: 02/09/2015	Last EDR Contact: 10/30/2015
Number of Days to Update: 32	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Quarterly

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 07/28/2015	Source: EPA, Region 5
Date Data Arrived at EDR: 08/07/2015	Telephone: 312-886-7439
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 10/26/2015
Number of Days to Update: 67	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/03/2015	Source: EPA Region 1
Date Data Arrived at EDR: 04/30/2015	Telephone: 617-918-1313
Date Made Active in Reports: 06/22/2015	Last EDR Contact: 10/27/2015
Number of Days to Update: 53	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 03/30/2015	Source: EPA Region 7
Date Data Arrived at EDR: 04/28/2015	Telephone: 913-551-7003
Date Made Active in Reports: 06/22/2015	Last EDR Contact: 10/08/2015
Number of Days to Update: 55	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/30/2015	Source: EPA Region 8
Date Data Arrived at EDR: 05/05/2015	Telephone: 303-312-6271
Date Made Active in Reports: 06/22/2015	Last EDR Contact: 10/08/2015
Number of Days to Update: 48	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Quarterly

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010	Source: FEMA
Date Data Arrived at EDR: 02/16/2010	Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 10/08/2015
Number of Days to Update: 55	Next Scheduled EDR Contact: 01/25/2016
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UST: Underground Storage Tank Database

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/01/2013
Date Data Arrived at EDR: 09/13/2013
Date Made Active in Reports: 10/03/2013
Number of Days to Update: 20

Source: Environmental Protection Division
Telephone: 404-362-2687
Last EDR Contact: 09/18/2015
Next Scheduled EDR Contact: 12/28/2015
Data Release Frequency: Annually

AST: Above Ground Storage Tanks

A listing of LP gas tank site locations.

Date of Government Version: 06/04/2012
Date Data Arrived at EDR: 06/05/2012
Date Made Active in Reports: 06/14/2012
Number of Days to Update: 9

Source: Office of Insurance & Safety Fire Commissioner
Telephone: 404-656-5875
Last EDR Contact: 11/18/2016
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 09/23/2014
Date Data Arrived at EDR: 11/25/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 65

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 10/26/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 02/03/2015
Date Data Arrived at EDR: 04/30/2015
Date Made Active in Reports: 06/22/2015
Number of Days to Update: 53

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 10/27/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/13/2015
Date Data Arrived at EDR: 08/03/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 71

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 10/26/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Semi-Annually

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 07/21/2015
Date Data Arrived at EDR: 07/29/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 76

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 10/26/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 07/30/2015	Source: EPA Region 4
Date Data Arrived at EDR: 08/07/2015	Telephone: 404-562-9424
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 10/26/2015
Number of Days to Update: 67	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 07/28/2015	Source: EPA Region 5
Date Data Arrived at EDR: 08/07/2015	Telephone: 312-886-6136
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 10/26/2015
Number of Days to Update: 67	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 12/14/2014	Source: EPA Region 9
Date Data Arrived at EDR: 02/13/2015	Telephone: 415-972-3368
Date Made Active in Reports: 03/13/2015	Last EDR Contact: 10/30/2015
Number of Days to Update: 28	Next Scheduled EDR Contact: 02/09/2016
	Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 07/28/2015	Source: EPA Region 8
Date Data Arrived at EDR: 08/14/2015	Telephone: 303-312-6137
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 07/22/2015
Number of Days to Update: 60	Next Scheduled EDR Contact: 02/08/2016
	Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

INST CONTROL: Public Record List

Sites on the Public Record Listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5.

Date of Government Version: 09/30/2015	Source: Department of Natural Resources
Date Data Arrived at EDR: 11/11/2015	Telephone: 404-657-8600
Date Made Active in Reports: 11/19/2015	Last EDR Contact: 11/11/2015
Number of Days to Update: 8	Next Scheduled EDR Contact: 02/22/2016
	Data Release Frequency: Varies

AUL: Uniform Environmental Covenants

A list of environmental covenants

Date of Government Version: 09/24/2015	Source: Department of Natural Resources
Date Data Arrived at EDR: 11/11/2015	Telephone: 404-657-8600
Date Made Active in Reports: 11/19/2015	Last EDR Contact: 11/11/2015
Number of Days to Update: 8	Next Scheduled EDR Contact: 02/22/2016
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

State and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Program site

Georgia's Voluntary Remediation Program Act was created to encourage voluntary investigation and remediation of contaminated properties.

Date of Government Version: 04/07/2015	Source: DNR
Date Data Arrived at EDR: 06/03/2015	Telephone: 404-657-8600
Date Made Active in Reports: 07/07/2015	Last EDR Contact: 12/03/2015
Number of Days to Update: 34	Next Scheduled EDR Contact: 03/14/2016
	Data Release Frequency: Varies

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 09/29/2014	Source: EPA, Region 1
Date Data Arrived at EDR: 10/01/2014	Telephone: 617-918-1102
Date Made Active in Reports: 11/06/2014	Last EDR Contact: 09/29/2015
Number of Days to Update: 36	Next Scheduled EDR Contact: 01/11/2016
	Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 04/20/2009
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Public Record List

The Brownfields Public Record lists properties where response actions under the Georgia Hazardous Site Reuse and Redevelopment Act are planned, ongoing or completed.

Date of Government Version: 09/30/2015	Source: Department of Natural Resources
Date Data Arrived at EDR: 11/11/2015	Telephone: 404-657-8600
Date Made Active in Reports: 11/19/2015	Last EDR Contact: 11/11/2015
Number of Days to Update: 8	Next Scheduled EDR Contact: 02/22/2016
	Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/22/2015	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/24/2015	Telephone: 202-566-2777
Date Made Active in Reports: 09/02/2015	Last EDR Contact: 09/23/2015
Number of Days to Update: 70	Next Scheduled EDR Contact: 01/04/2016
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Center Listing

A listing of recycling facility locations.

Date of Government Version: 10/12/2015
Date Data Arrived at EDR: 10/13/2015
Date Made Active in Reports: 11/19/2015
Number of Days to Update: 37

Source: Department of Community Affairs
Telephone: 404-679-1598
Last EDR Contact: 10/08/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: Varies

HIST LF: Historical Landfills

Landfills that were closed many years ago.

Date of Government Version: 01/15/2003
Date Data Arrived at EDR: 01/20/2004
Date Made Active in Reports: 02/06/2004
Number of Days to Update: 17

Source: Department of Natural Resources
Telephone: 404-362-2696
Last EDR Contact: 01/20/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 11/06/2015
Next Scheduled EDR Contact: 02/15/2016
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 10/26/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/12/2015
Date Data Arrived at EDR: 09/04/2015
Date Made Active in Reports: 11/03/2015
Number of Days to Update: 60

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/31/2015
Next Scheduled EDR Contact: 12/14/2015
Data Release Frequency: No Update Planned

CDL: Clandestine Drug Labs

A listing of clandestine drug lab site locations in the state.

Date of Government Version: 10/30/2015
Date Data Arrived at EDR: 11/07/2015
Date Made Active in Reports: 11/19/2015
Number of Days to Update: 12

Source: Georgia Bureau of Investigation
Telephone: 404-244-2639
Last EDR Contact: 12/10/2015
Next Scheduled EDR Contact: 03/28/2016
Data Release Frequency: Varies

DEL SHWS: Delisted Hazardous Site Inventory Listing

A listing of sites delisted from the Hazardous Site Inventory.

Date of Government Version: 07/01/2015
Date Data Arrived at EDR: 07/07/2015
Date Made Active in Reports: 07/23/2015
Number of Days to Update: 16

Source: Department of Natural Resources
Telephone: 404-657-8636
Last EDR Contact: 09/28/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Annually

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 08/12/2015
Date Data Arrived at EDR: 09/04/2015
Date Made Active in Reports: 11/03/2015
Number of Days to Update: 60

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/25/2015
Next Scheduled EDR Contact: 03/14/2016
Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/18/2014
Date Data Arrived at EDR: 03/18/2014
Date Made Active in Reports: 04/24/2014
Number of Days to Update: 37

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 10/30/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Varies

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/24/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/02/2015
Number of Days to Update: 68

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SPILLS: Spills Information

Oil or Hazardous Material Spills or Releases.

Date of Government Version: 09/29/2015
Date Data Arrived at EDR: 10/01/2015
Date Made Active in Reports: 10/20/2015
Number of Days to Update: 19

Source: Department of Natural Resources
Telephone: 706-792-7744
Last EDR Contact: 09/28/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 10/04/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/11/2013
Number of Days to Update: 39

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/09/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/29/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Varies

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015
Date Data Arrived at EDR: 07/08/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 97

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 12/11/2015
Next Scheduled EDR Contact: 03/21/2016
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 10/16/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administered lands of the United States. Lands included are administered by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/16/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011
Date Data Arrived at EDR: 03/09/2011
Date Made Active in Reports: 05/02/2011
Number of Days to Update: 54

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 11/19/2015
Next Scheduled EDR Contact: 02/29/2016
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 09/01/2015
Date Data Arrived at EDR: 09/03/2015
Date Made Active in Reports: 11/03/2015
Number of Days to Update: 61

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 11/13/2015
Next Scheduled EDR Contact: 02/29/2016
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 11/10/2015
Next Scheduled EDR Contact: 02/22/2016
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 04/22/2013
Date Data Arrived at EDR: 03/03/2015
Date Made Active in Reports: 03/09/2015
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 11/13/2015
Next Scheduled EDR Contact: 02/22/2016
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2012
Date Data Arrived at EDR: 01/15/2015
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 14

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 09/25/2015
Next Scheduled EDR Contact: 01/04/2016
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 02/12/2015
Date Made Active in Reports: 06/02/2015
Number of Days to Update: 110

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 11/24/2015
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 10/26/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013
Date Data Arrived at EDR: 12/12/2013
Date Made Active in Reports: 02/24/2014
Number of Days to Update: 74

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 12/11/2015
Next Scheduled EDR Contact: 03/21/2016
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 08/01/2015
Date Data Arrived at EDR: 08/26/2015
Date Made Active in Reports: 11/03/2015
Number of Days to Update: 69

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 10/26/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013
Date Data Arrived at EDR: 10/17/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 3

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 11/13/2015
Next Scheduled EDR Contact: 02/22/2016
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 10/15/2014
Date Made Active in Reports: 11/17/2014
Number of Days to Update: 33

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 10/29/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 01/23/2015
Date Data Arrived at EDR: 02/06/2015
Date Made Active in Reports: 03/09/2015
Number of Days to Update: 31

Source: Environmental Protection Agency
Telephone: 202-564-5088
Last EDR Contact: 10/08/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 11/18/2015
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 11/18/2015
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/26/2015
Date Data Arrived at EDR: 07/10/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 95

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 12/07/2015
Next Scheduled EDR Contact: 03/21/2016
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 07/13/2015
Next Scheduled EDR Contact: 10/28/2015
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 12/11/2015
Next Scheduled EDR Contact: 03/21/2016
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011
Date Data Arrived at EDR: 10/19/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 83

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 10/29/2015
Next Scheduled EDR Contact: 02/08/2016
Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/07/2015
Date Data Arrived at EDR: 07/09/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 69

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 10/07/2015
Next Scheduled EDR Contact: 01/18/2016
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012
Date Data Arrived at EDR: 08/07/2012
Date Made Active in Reports: 09/18/2012
Number of Days to Update: 42

Source: Department of Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 11/07/2015
Next Scheduled EDR Contact: 02/15/2016
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 04/17/2015
Date Made Active in Reports: 06/02/2015
Number of Days to Update: 46

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 09/28/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 02/24/2015
Date Made Active in Reports: 09/30/2015
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 11/24/2015
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 12/08/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 34

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/16/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: Semi-Annually

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010
Date Data Arrived at EDR: 10/07/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 146

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 11/19/2015
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/25/2014
Date Data Arrived at EDR: 11/26/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 10/05/2015
Next Scheduled EDR Contact: 01/18/2016
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 07/22/2015
Date Data Arrived at EDR: 07/24/2015
Date Made Active in Reports: 09/02/2015
Number of Days to Update: 40

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/28/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 07/22/2015
Date Data Arrived at EDR: 07/24/2015
Date Made Active in Reports: 09/02/2015
Number of Days to Update: 40

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/28/2015
Next Scheduled EDR Contact: 01/11/2016
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/14/2015
Date Data Arrived at EDR: 06/03/2015
Date Made Active in Reports: 09/02/2015
Number of Days to Update: 91

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 12/03/2015
Next Scheduled EDR Contact: 03/14/2016
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 12/04/2015
Next Scheduled EDR Contact: 03/14/2016
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011	Source: USGS
Date Data Arrived at EDR: 06/08/2011	Telephone: 703-648-7709
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 12/04/2015
Number of Days to Update: 97	Next Scheduled EDR Contact: 03/14/2016
	Data Release Frequency: Varies

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/20/2015	Source: EPA
Date Data Arrived at EDR: 09/09/2015	Telephone: (404) 562-9900
Date Made Active in Reports: 11/03/2015	Last EDR Contact: 12/10/2015
Number of Days to Update: 55	Next Scheduled EDR Contact: 03/21/2016
	Data Release Frequency: Quarterly

AIRS: Permitted Facility & Emissions Listing

A listing of permitted Air facilities and emissions data.

Date of Government Version: 12/31/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 02/25/2015	Telephone: 404-363-7000
Date Made Active in Reports: 03/11/2015	Last EDR Contact: 12/04/2015
Number of Days to Update: 14	Next Scheduled EDR Contact: 03/07/2016
	Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash landfills.

Date of Government Version: 08/01/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/05/2014	Telephone: 404-362-2537
Date Made Active in Reports: 09/02/2014	Last EDR Contact: 11/06/2015
Number of Days to Update: 28	Next Scheduled EDR Contact: 02/15/2016
	Data Release Frequency: Varies

DRYCLEANERS: Drycleaner Database

A list of drycleaners in the state. The listing includes drycleaner facilities, that use perchloroethylene, that responded to the Notification of Compliance Status forms. It also includes those businesses that are pick-up stores only and do not conduct dry cleaning on site.

Date of Government Version: 12/22/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/23/2014	Telephone: 404-363-7000
Date Made Active in Reports: 01/27/2015	Last EDR Contact: 11/09/2015
Number of Days to Update: 35	Next Scheduled EDR Contact: 02/22/2016
	Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities.

Date of Government Version: 11/02/2015	Source: Department of Natural Resources
Date Data Arrived at EDR: 11/07/2015	Telephone: 404-362-4892
Date Made Active in Reports: 11/19/2015	Last EDR Contact: 09/18/2015
Number of Days to Update: 12	Next Scheduled EDR Contact: 12/28/2015
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information listing for solid waste facilities.

Date of Government Version: 09/30/2015
Date Data Arrived at EDR: 10/01/2015
Date Made Active in Reports: 10/20/2015
Number of Days to Update: 19

Source: Department of Natural Resources
Telephone: 404-362-2537
Last EDR Contact: 12/10/2015
Next Scheduled EDR Contact: 03/28/2016
Data Release Frequency: Varies

NPDES: NPDES Wastewater Permit List

A listing of NPDES wastewater permits issued by the Watershed Protection Branch.

Date of Government Version: 08/20/2014
Date Data Arrived at EDR: 11/11/2014
Date Made Active in Reports: 01/27/2015
Number of Days to Update: 77

Source: Department of Natural Resources
Telephone: 404-362-2680
Last EDR Contact: 11/13/2015
Next Scheduled EDR Contact: 02/22/2016
Data Release Frequency: Varies

TIER 2: Tier 2 Data Listing

A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 09/04/2015
Date Made Active in Reports: 10/20/2015
Number of Days to Update: 46

Source: Department of Natural Resources
Telephone: 404-656-4852
Last EDR Contact: 11/23/2015
Next Scheduled EDR Contact: 03/14/2016
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oil waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR Hist Cleaner: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGH HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGH LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGH LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Environmental Protection Division in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Environmental Protection Division
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013
Date Data Arrived at EDR: 08/19/2013
Date Made Active in Reports: 10/03/2013
Number of Days to Update: 45

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 11/16/2015
Next Scheduled EDR Contact: 02/29/2016
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 07/17/2015
Date Made Active in Reports: 08/12/2015
Number of Days to Update: 26

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 10/13/2015
Next Scheduled EDR Contact: 01/25/2016
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 11/02/2015
Date Data Arrived at EDR: 11/08/2015
Date Made Active in Reports: 12/09/2015
Number of Days to Update: 31

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 11/08/2015
Next Scheduled EDR Contact: 02/15/2016
Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/24/2015
Date Made Active in Reports: 08/18/2015
Number of Days to Update: 25

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 10/19/2015
Next Scheduled EDR Contact: 02/01/2016
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 06/19/2015
Date Made Active in Reports: 07/15/2015
Number of Days to Update: 26

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 11/19/2015
Next Scheduled EDR Contact: 03/07/2016
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 03/19/2015
Date Made Active in Reports: 04/07/2015
Number of Days to Update: 19

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 12/09/2015
Next Scheduled EDR Contact: 03/28/2016
Data Release Frequency: Annually

Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data

Source: PennWell Corporation

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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Centers

Source: Department of Human Resources

Telephone: 404-651-5562

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory

Source: Georgia GIS Clearinghouse

Telephone: 706-542-1581

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

FORMER GULF GAS STATION
121 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180

TARGET PROPERTY COORDINATES

Latitude (North):	33.7329 - 33° 43' 58.44"
Longitude (West):	84.9213 - 84° 55' 16.68"
Universal Transverse Mercator:	Zone 16
UTM X (Meters):	692582.8
UTM Y (Meters):	3734288.0
Elevation:	1135 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	6045625 VILLA RICA, GA
Version Date:	2014

North Map:	6046924 NEW GEORGIA, GA
Version Date:	2014

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

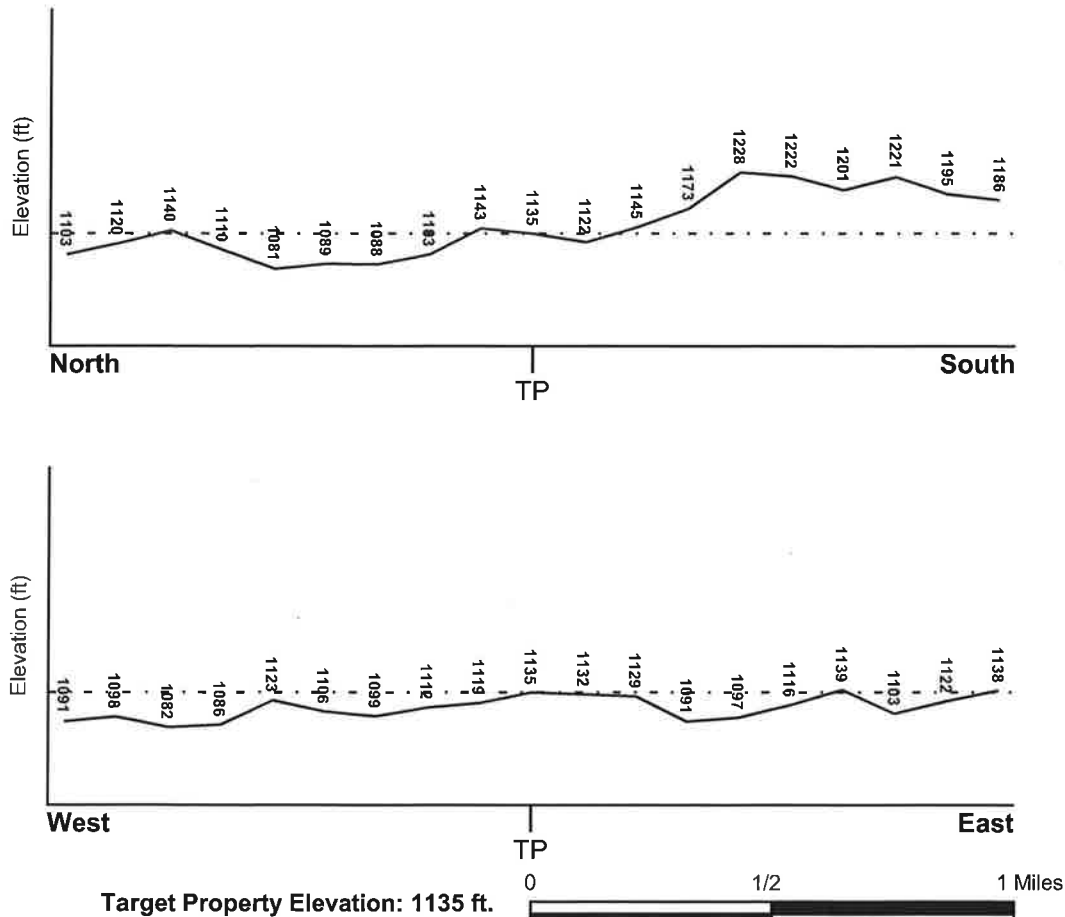
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General NNW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County
CARROLL, GA

FEMA Flood
Electronic Data
YES - refer to the Overview Map and Detail Map

Flood Plain Panel at Target Property: 13045C - FEMA DFIRM Flood data

Additional Panels in search area: 13097C - FEMA DFIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property
VILLA RICA

NWI Electronic
Data Coverage
YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Paleozoic
System: Ordovician
Series: Lower Paleozoic granitic rocks
Code: Pzg1 (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Plutonic and Intrusive Rocks

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: CECIL

Soil Surface Texture: sandy clay loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: HIGH

Depth to Bedrock Min: > 60 inches

Depth to Bedrock Max: > 60 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 2.00 Min: 0.60	Max: 6.50 Min: 4.50
2	7 inches	11 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 2.00 Min: 0.60	Max: 5.50 Min: 4.50
3	11 inches	50 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Elastic silt.	Max: 2.00 Min: 0.60	Max: 5.50 Min: 4.50
4	50 inches	75 inches	variable	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: sandy loam
loam
fine sandy loam

Surficial Soil Types: sandy loam
loam
fine sandy loam

Shallow Soil Types: clay
sandy clay
gravelly - loam

Deeper Soil Types: loamy fine sand
sandy loam
weathered bedrock

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

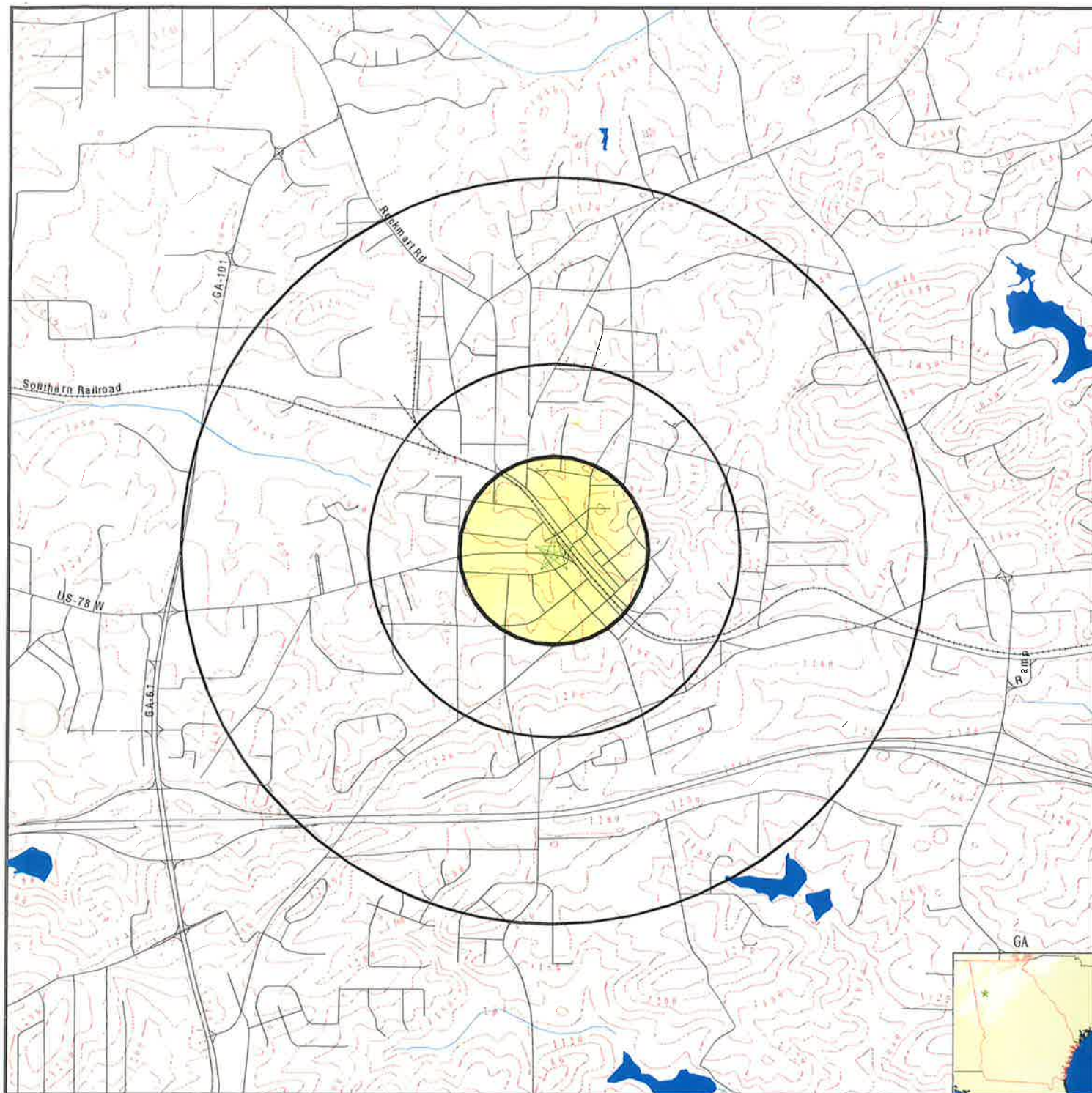
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 4495747.2s



County Boundary

Major Roads

Contour Lines

Earthquake epicenter, Richter 5 or greater

Water Wells

Public Water Supply Wells

Cluster of Multiple Icons

Groundwater Flow Direction

Indeterminate Groundwater Flow at Location

Groundwater Flow Varies at Location

Wildlife Areas



SITE NAME: Former Gulf Gas Station
 ADDRESS: 121 West Bankhead Highway
 Villa Rica GA 30180
 LAT/LONG: 33.7329 / 84.9213

CLIENT: AECS
 CONTACT: Burton Dixon
 INQUIRY #: 4495747.2s
 DATE: December 18, 2015 10:42 am

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for CARROLL County: 2

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 30180

Number of sites tested: 6

<u>Area</u>	<u>Average Activity</u>	<u>% <4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% >20 pCi/L</u>
Living Area - 1st Floor	1.533 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	1.200 pCi/L	100%	0%	0%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory

Source: Georgia GIS Clearinghouse

Telephone: 706-542-1581

HYDROGEOLOGIC INFORMATION

AQUIFLOW[®] Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Georgia Public Supply Wells

Source: Georgia Department of Community Affairs

Telephone: 404-894-0127

USGS Georgia Water Wells

Source: USGS, Georgia District Office

Telephone: 770-903-9100

DNR Managed Lands

Source: Department of Natural Resources

Telephone: 706-557-3032

This dataset provides 1:24,000-scale data depicting boundaries of land parcels making up the public lands managed by the Georgia Department of Natural Resources (GDNR). It includes polygon representations of State Parks, State Historic Parks, State Conservation Parks, State Historic Sites, Wildlife Management Areas, Public Fishing Areas, Fish Hatcheries, Natural Areas and other specially-designated areas. The data were collected and located by the Georgia Department of Natural Resources. Boundaries were digitized from survey plats or other information.

OTHER STATE DATABASE INFORMATION

RADON

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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Appendix C

Photographic Log

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 1 Description Front of building, three garage doors
Direction W Date December 23, 2015 Photographer S. Pfeifer



Photo No. 2 Description East side of building
Direction W Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 3 Description West side of building and parking lot
Direction E Date December 23, 2015 Photographer S. Pfeifer



Photo No. 4 Description North side of building
Direction SW Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 5 Description Garage bay #1
Date December 23, 2015 Photographer S. Pfeifer



Photo No. 6 Description Garage bay #2
Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 7 Description Garage bay #3
Date December 23, 2015 Photographer S. Pfeifer



Photo No. 8 Description Ceiling above garage bay #2
Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 9 Description Ceiling above garage bay #3
Date December 23, 2015 Photographer S. Pfeifer



Photo No. 10 Description Air compressor tank inside garage bay #1
Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 11 Description Office/storage room inside east side of building
Date December 23, 2015 Photographer S. Pfeifer



Photo No. 12 Description Office/storage area inside east side of building
Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 13 Description View of surrounding properties to the south
Direction S Date December 23, 2015 Photographer S. Pfeifer



Photo No. 14 Description View of surrounding properties to the south
Direction SE Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 15 Description View of surrounding properties to the east
Direction E Date December 23, 2015 Photographer S. Pfeifer



Photo No. 16 Description View of surrounding properties to the west
Direction W Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 17 Description View of surrounding properties to the west
Direction SW Date December 23, 2015 Photographer S. Pfeifer



Photo No. 18 Description View of surrounding properties to the northeast
Direction NE Date December 23, 2015 Photographer S. Pfeifer

Photographic Log
121 West Bankhead Highway
Villa Rica, Georgia



Photo No. 19 Description Possible former monitoring well in parking lot on south side of building
Date December 23, 2015 Photographer S. Pfeifer



Photo No. 20 Description Water utilities in north corner of the property
Date December 23, 2015 Photographer S. Pfeifer

Appendix D

Historic Sanborn Maps

Former Gulf Gas Station

121 West Bankhead Highway
Villa Rica, GA 30180

Inquiry Number: 4495747.3

December 18, 2015

Certified Sanborn® Map Report



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

12/18/15

Site Name:

Former Gulf Gas Station
121 West Bankhead Highway
Villa Rica, GA 30180

Client Name:

AECS
1170 Tidwell Road
Alpharetta, GA 30004



EDR Inquiry # 4495747.3

Contact: Burton Dixon

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by AECS were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name: Former Gulf Gas Station
Address: 121 West Bankhead Highway
City, State, Zip: Villa Rica, GA 30180
Cross Street:
P.O. # NA
Project: 121 W. Bankhead Highway
Certification # 7CA2-4659-B48F



Sanborn® Library search results
Certification # 7CA2-4659-B48F

Maps Provided:

1944
1933
1923

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☒ Library of Congress
- ☒ University Publications of America
- ☒ EDR Private Collection

The Sanborn Library LLC Since 1866™

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Sanborn Sheet Thumbnails

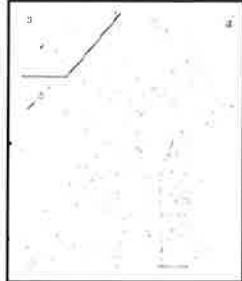
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



1944 Source Sheets



Volume 1, Sheet 2



Volume 1, Sheet 3

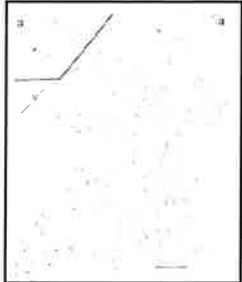


Volume 1, Sheet 4

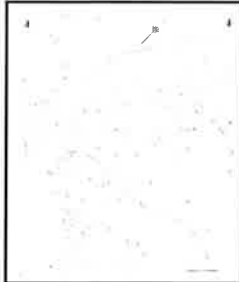
1933 Source Sheets



Volume 1, Sheet 2



Volume 1, Sheet 3



Volume 1, Sheet 4

1923 Source Sheets



Volume 1, Sheet 2



Volume 1, Sheet 3



Volume 1, Sheet 4

1944 Certified Sanborn Map



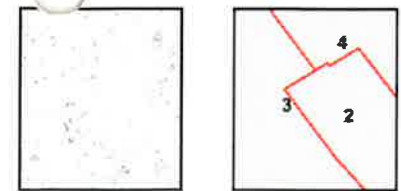
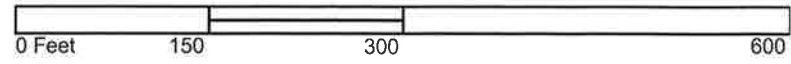
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Certification # 7CA2-4659-B48F

Site Name: Former Gulf Gas Station
 Address: 121 West Bankhead Highway
 City, ST, ZIP: Villa Rica GA 30180
 Client: AECS
 EDR Inquiry: 4495747.3
 Order Date: 12/19/2015 2:04:00 PM
 Certification #: 7CA2-4659-B48F
 Copyright: 1944



This Certified Sanborn Map combines the following sheets.
 Colored areas indicate map sheets within the collection.



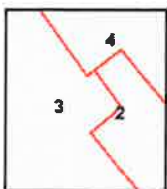
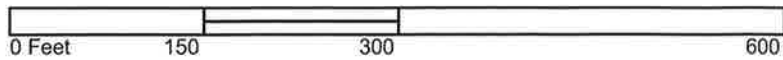
Volume 1, Sheet 2
 Volume 1, Sheet 3
 Volume 1, Sheet 4



1933 Certified Sanborn Map



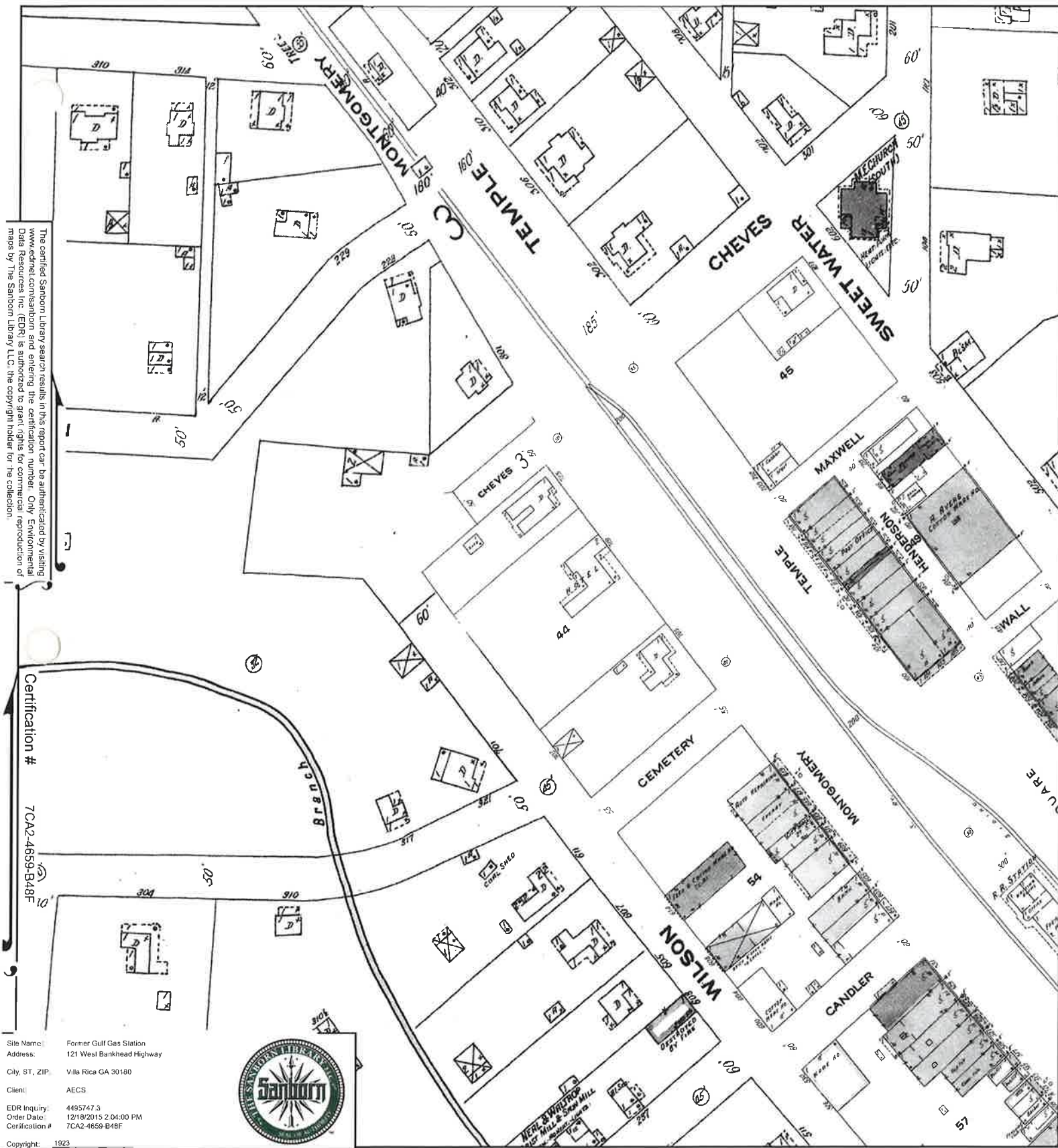
This Certified Sanborn Map combines the following sheets.
 Colored areas indicate map sheets within the collection.



Volume 1, Sheet 2
 Volume 1, Sheet 3
 Volume 1, Sheet 4

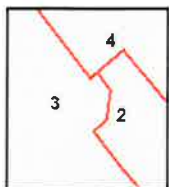


1923 Certified Sanborn Map



This Certified Sanborn Map combines the following sheets.
 Colored areas indicate map sheets within the collection.

0 Feet 150 300 600



Volume 1, Sheet 2
 Volume 1, Sheet 3
 Volume 1, Sheet 4



Appendix E

● Historic City Directories

Former Gulf Gas Station

121 West Bankhead Highway
Villa Rica, GA 30180

Inquiry Number: 4495747.5
December 22, 2015

The EDR-City Directory Image Report



Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

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Executive Summary

Findings

City Directory Images

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2013	☒	☒	Cole Information Services
2008	☒	☒	Cole Information Services
2003	☒	☒	Cole Information Services
1999	☒	☒	Cole Information Services
1995	☒	☒	Cole Information Services
1992	☒	☒	Cole Information Services
1985	☐	☐	Haines Criss-Cross Directory
1979	☒	☒	Haines Criss-Cross Directory
1975	☒	☒	Haines Criss-Cross Directory
1970	☒	☒	Haines Criss-Cross Directory
1967	☒	☐	Haines Criss-Cross Directory

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FINDINGS

TARGET PROPERTY STREET

121 West Bankhead Highway
Villa Rica, GA 30180

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

W BANKHEAD HWY

2013	pg A2	Cole Information Services
2008	pg A4	Cole Information Services
2003	pg A6	Cole Information Services
1999	pg A8	Cole Information Services
1995	pg A10	Cole Information Services
1992	pg A12	Cole Information Services
1985	-	Haines Criss-Cross Directory
1979	pg A14	Haines Criss-Cross Directory
1975	pg A16	Haines Criss-Cross Directory
1970	pg A18	Haines Criss-Cross Directory
1967	pg A19	Haines Criss-Cross Directory

Target and Adjoining not listed in Source

FINDINGS

CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

MAIN ST

2013	pg. A1	Cole Information Services	
2008	pg. A3	Cole Information Services	
2003	pg. A5	Cole Information Services	
1999	pg. A7	Cole Information Services	
1995	pg. A9	Cole Information Services	
1992	pg. A11	Cole Information Services	
1985	-	Haines Criss-Cross Directory	Street not listed in Source
1979	pg. A13	Haines Criss-Cross Directory	
1975	pg. A15	Haines Criss-Cross Directory	
1970	pg. A17	Haines Criss-Cross Directory	
1967	-	Haines Criss-Cross Directory	Street not listed in Source

City Directory Images

MAIN ST 2013

101 CITY OF VILLA RICA
113 LOS COWBOYS II MEXICAN RESTAURANT
141 ANOTHERS TREASURES & ANTIQUE MALL
205 MAIN STREET ANTIQUES
209 CAMP CAP CO INC
ROBERTS INSURANCE
302 TRADER JACK DESIGNS
309 WILLOW TREE SERVICE
311 HAND & HAND HEALTHCARE EDUCATION INS
411 EXQUISITE STYLES
413 OFFICES ON MAIN THE
417 J & J INVESTORS
419 ROBBIES AUTO SERVICE
503 J SHALANE & COMPANY
LANDSTAR
LIBERTY NATIONAL LIFE INSURANCE
MULTI MORTGAGE CORP
RE MAX UNITED
507 MIKE GALLAGHER
511 MICHAEL ECHOLS
525 CARL STOVALL
FIRST PRESBYTERIAN CHURCH
529 CHRIS KENNY
605 HAPPY VALLEY BAPTIST ACADEMY
656 RODNEY FAULKNER

W BANKHEAD HWY 2013

23	HAZELS TAX SERVICE
100	P BH ENTERPRIZES
105	BETTY HOCKETT
116	VILLA RICA AUTO SERVICE
121	BUTTERBALLS AUTO REPAIR
133	SMART CASH
139	FOODLAND WESTERS
150	ANNE WILLIAMS
159	ALLEY TINKERS
	TINKERS ALLEY
215	ALFA INSURANCE
	GEORGIA ALABAMA WOODLANDS INC
	NWER AUTO SALES LLC
	PHIL WILKINS
	SUNWEST PROPERTIES
216	VILA RICA TIRES
229	ACT INSURANCE AGENCY
241	SSI
261	AMBASSADOR
	ASSOCIATED INSURANCE MARKETS INC
	PENSKE TRUCK RENTAL
262	BENJAMIN HAGEN
339	GULF SEAFOOD MARKET
342	EVANS BARBECUE CO
359	ACRA

MAIN ST 2008

110 TIN ROOF CAFE
111 COWART GALLERY
113 LOS COWBOYS II MEXICAN RESTAURANT
121 RED BRICK
129 COVALLIS PIZZA
205 CITY OF GOLD ANTIQUES
207 CRC ROBERTS INSURANCE AGENCY
209 CAMP CAP CO INC
213 CJK VENTURES INC
301 BC DESIGN
 VILLA RICA TV SERVICE
311 TRI COUNTY DRIVING SCHOOL INC
317 TRADER JACK DESIGNS
401 NORTHWEST GLASS & MIRROR
413 FIRST REALTY ASSOCIATES INC
419 ROBBIES AUTO SERVICE
503 CENTURY 21 SKINNER PROPERTIES
 SKINNER PRPTS UNLIMITED LLC
507 DIANE DEHNER
511 AMANDA ECHOLS
519 FIRST PRESBYTERIAN CHURCH OF VILLA R
525 CARL STOVALL
529 CHRIS KENNY
605 FIRST BAPTST CHURCH VILLA RICA
 HAPPY VALLEY BAPTIST ACADEMY

W BANKHEAD HWY 2008

100	PBH ENTERPRISES
105	BETTY HOCKETT
116	VILLA RICA AUTO SERVICE
120	HOMETOWN LODGE
133	CASH STORE
	CASH STORE THE AUTO SALES
139	FOODLAND WESTERS
	WESTERS FOODLAND INC
150	ANNE WILLIAMS
159	ALLEY TINKERS
215	JRM CVSVR LLC
	PHIL WILKINS
	TISINGER TISINGER VANCE & GREER PC
216	PO BOY TIRES
229	ACT INSURANCE AGENCY
241	AMARYLLIS FLORAL DESIGNS
333	OLD VAC SHACK OF VILLA RICA
342	GILLEYS HICKRY SMOKED BARBEQUE
359	ACRA COMPUTING INC
	DOLLAR GENERAL
	NPRINTS

MAIN ST 2003

101	BONDING FREEDOM
	VILLA RICA POLICE DEPT
110	MARYS DINER
113	LOS COWBOYS II MEXICAN RSTRNT
121	RED BRICK BRASSERIE
129	MICHAELS ANTQ & ACTN GLRY
207	ROBERTS INSURANCE AGENCY
209	CAMP CAP CO
305	JOHN BARBER
311	TRI COUNTY DRIVING SCHOOL
315	JANES
317	VON JAYS
419	ROBBIES AUTO SERVICE
511	JOAN ENGLAND
519	FIRST PRSBYTRN CHRCH OF VILLA
525	CARL STOVALL
529	DOMINIQUE BRITTAINE
605	HAPPY VALLEY BAPTIST ACADEMY

W BANKHEAD HWY 2003

0	DANIELL PHILLIPS
	DAVID HUNTER
100	K RH MECHANICAL SERVICES INC
110	GILBERT SMITH
120	IDA BLAINE
159	TINKERS ALLEY
215	CTZN BK & TRUST OF WEST GRG
	EDITH F ROOKS
	GA AIA WOODLANDS INC
	PHIL WILKINS
	SHEFFIELD OF CARROLLTON LLC
229	ACT INSURANCE AGENCY
	JOYCE SIMS
333	TAMMY BLAKE
339	FIFTIES DINER

MAIN ST 1999

101 VILLA RICA POLICE DEPARTMENT
107 NATIONAL PLUMBING
129 MARY TIDWELL
209 CAMP CAP COMPANY INCORPORATED
301 VILLA RICA TV SERVICE
305 JOHN BARBER
407 TURNERS SEWING MACHINE SERVICE
419 ROBBIES AUTO SERVICE
503 COPENE FRANZONE
507 DAWN WARD
511 JOAN ENGLAND
519 FIRST PRESBYTERIAN CHURCH OF VILLA RICA PCA
525 CARL STOVALL
529 ERIN WIDNER
 RICK MAYFIELD
605 FIRST BAPTIST PRE SCHOOL
 HAPPY VALLEY BAPTIST ACADEMY

W BANKHEAD HWY 1999

0 BILL LANHAM
 DANIELL PHILLIPS
 EVELYN GREEN
 L CAMP
 LEROY LEATHERS
 RALPH GARDNER
 116 VILLA RICA AUTO SERVICE
 121 BUTTERBALL AUTO REPAIR
 131 TRENTS TRANSMISSION
 133 SYNTHETIC SUN
 139 WESTERS FOODLAND
 159 TINKERS ALLEY
 215 GA-ALA WOODLANDS INCORPORATED
 POST OFFICE
 TISINGER TISINGER VANCE GEER
 216 VILLA RICA FURNITURE & TIRES
 VILLA RICA THRIFT STORE
 229 REMAX UNITED
 325 WESTSIDE AUTO BROKERS
 339 FIFTIES DINER
 344 TWELVE OAKS FARM & GARDEN
 359 DOLLAR GENERAL

MAIN ST 1995

301	VILLA RICA TELEVISION SVC
315	EDWARDS, JANE
317	B JS BEAUTY SALON
419	BOBBYS TIRE & LUBE
503	DRUE, CRAIG W
507	WARD, DAWN
511	ENGLAND, JOAN
515	OCCUPANT UNKNOWNN
525	STOVAIL, CARL
529	FOX, BRIAN
605	FIRST BAPTIST KINDERGARTEN

W BANKHEAD HWY 1995

0	BOYD, DURA
	BUSBIN, JANET
	CAMP, L R
	FARR, ROGER A
	GABLE, V B
	GARDNER, RALPH B
	GREEN, F S
	GRIFFIS, CHARLES W
	HUNTER, DAVID G
	J & R MOTORS
	LEATHERS, F M
	LEATHERS, LEROY
	LEATHERS, LEWIS
	LEDFORD, J R
	PHILLIPS, DANIELL
	REYNOLDS, D S
	SWAFFORD, ERMA
	WATKINS, OLLIE
22	HIXON, V L
116	VILLA RICA AUTO SVC
117	VILLA RICA TAX SVC
121	AINSWORTH, YVONNE
131	HILLSIDE CLEANERS
133	THOMAS PHOTOGRAPHY
139	ASSOCIATED FOODS
159	TINKERS ALLEY
215	KEELS, JIM
	US POST OFFICE
216	VILLA RICA THRIFT STORE
231	FIELDS, GARY S
333	CANTRELL, HEATHER
339	HIDE A WAY
344	PHILLIPS FEED & SEED

MAIN ST 1992

209	CAMP CAP CO INC
301	VILLA RICA TELEVISN
305	WILD CAT CARPTES
317	B JS BEAUTY SALON
401	EDISON INDUSTRIES
407	TURNERS SEWING SVC
419	BOBBY'S TIRE/LUBE
503	DRUE, CRAIG W
507	TIDWELL, HOMER
511	ENGLAND, JOAN
515	TURNER, LILLIAN C
525	STEWART, TERRY W
529	WARD, MICHAEL
605	FIRST BAPT CHURCH
	FIRST BAPT KNDRGRTN

W BANKHEAD HWY 1992

0 BOYD, DURA
 BUSBIN, JANET
 CAMP, L R
 GABLE, V B
 GARDNER, RALPH B
 GREEN, F S
 HUNTER, DAVID G
 LEDFORD, J R
 PHILLIPS, DANIELL
 REYNOLDS, D S
 SWANSON, FLOYD
 TERRELL, JERRY
 WASHINGTON, DURELL
 WATKINS, OLLIE
 22 HIXON, R R
 100 GA POWER CO ELEC SV
 GEORGIA POWER CO
 116 VILLA RICA AUTO
 131 HILLSIDE CLEANERS
 133 THOMAS PHOTOGRAPHY
 139 BIG BUY
 215 US POST OFFICE
 216 TREASURE HUNT
 229 JOANNE GREEN REALTY
 231 FIELDS, GARY S
 344 TRI COUNTY BROKERS
 VILLA RICA RESTRNT

MAIN ST 1979

MAIN 30180 VILLA RICA

HIGHWAY 78

401★	HEMBRE FURNITURE CO	688-0727	5
★	1 BUS	0 RES	0 NEW

W BANKHEAD HWY 1979

**HWY 78 30180 VILLA
RICA**

**ALSO SEE
SUBURBAN VOLUME**

221★	DON RICH FORD CO	688-0875	2
NO ≡★	VILLA RICA ELECTRIC	524-7119	4
★	2 BUS 0 RES	0 NEW	

MAIN ST 1975

MAIN 30180 VILLA RICA

HIGHWAY 78

401*HEMBRE FURNITURE C0688-0727+5

* 1 BUS 0 RES 1 NEW

W BANKHEAD HWY 1975

HWY 78 30180 VILLA RICA

ALSO SEE
SUBURBAN VOLUME

221*	DON RICH FORD CO	688-0875	2
NO #*	BIG BUY GROCERY	525-4574	4
NO #*	VILLA RICA ELECTRIC	524-7119	4
*	3 BUS	0 RES	0 NEW

MAIN ST 1970

MAIN 30180 VILLA RICA

401*HEMBREE FURN CO 688-0727 9

* 1 BUS 0 RES 0 NEW

W BANKHEAD HWY 1970

HWY 78 30180 VILLA RICA

ALSO SEE SUBRBN VOL

221***RICHARDS HEATH** MOTR688-0875+0
 NO ****DIXIE BAKERY INC** 688-9832 8
 * 2 BUS 0 RES 1 NEW

W BANKHEAD HWY 1967

HWY 78 30180 VILLA RICA

ALSO SEE SUBRBN VOL

221 *RICHARD'S MOTOR CO 688 0875 6
* 1

Appendix F

Historic Aerial Photographs

Former Gulf Gas Station

121 West Bankhead Highway
Villa Rica, GA 30180

Inquiry Number: 4495747.9

December 18, 2015

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

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Date EDR Searched Historical Sources:

Aerial Photography December 18, 2015

Target Property:

121 West Bankhead Highway

Villa Rica, GA 30180

<u><i>Year</i></u>	<u><i>Scale</i></u>	<u><i>Details</i></u>	<u><i>Source</i></u>
1942	Aerial Photograph. Scale: 1"=500'	Flight Year: 1942	USGS
1950	Aerial Photograph. Scale: 1"=500'	Flight Year: 1950	USGS
1960	Aerial Photograph. Scale: 1"=500'	Flight Year: 1960	USGS
1972	Aerial Photograph. Scale: 1"=500'	Flight Year: 1972	USGS
1981	Aerial Photograph. Scale: 1"=500'	Flight Year: 1981	USGS
1988	Aerial Photograph. Scale: 1"=500'	Flight Year: 1988	USGS
1993	Aerial Photograph. Scale: 1"=500'	/DOQQ - acquisition dates: 1993	USGS/DOQQ
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	USDA/NAIP
2006	Aerial Photograph. Scale: 1"=500'	Flight Year: 2006	USDA/NAIP
2007	Aerial Photograph. Scale: 1"=500'	Flight Year: 2007	USDA/NAIP
2009	Aerial Photograph. Scale: 1"=500'	Flight Year: 2009	USDA/NAIP
2010	Aerial Photograph. Scale: 1"=500'	Flight Year: 2010	USDA/NAIP



INQUIRY #: 4495747.9

YEAR: 1942

| = 500'



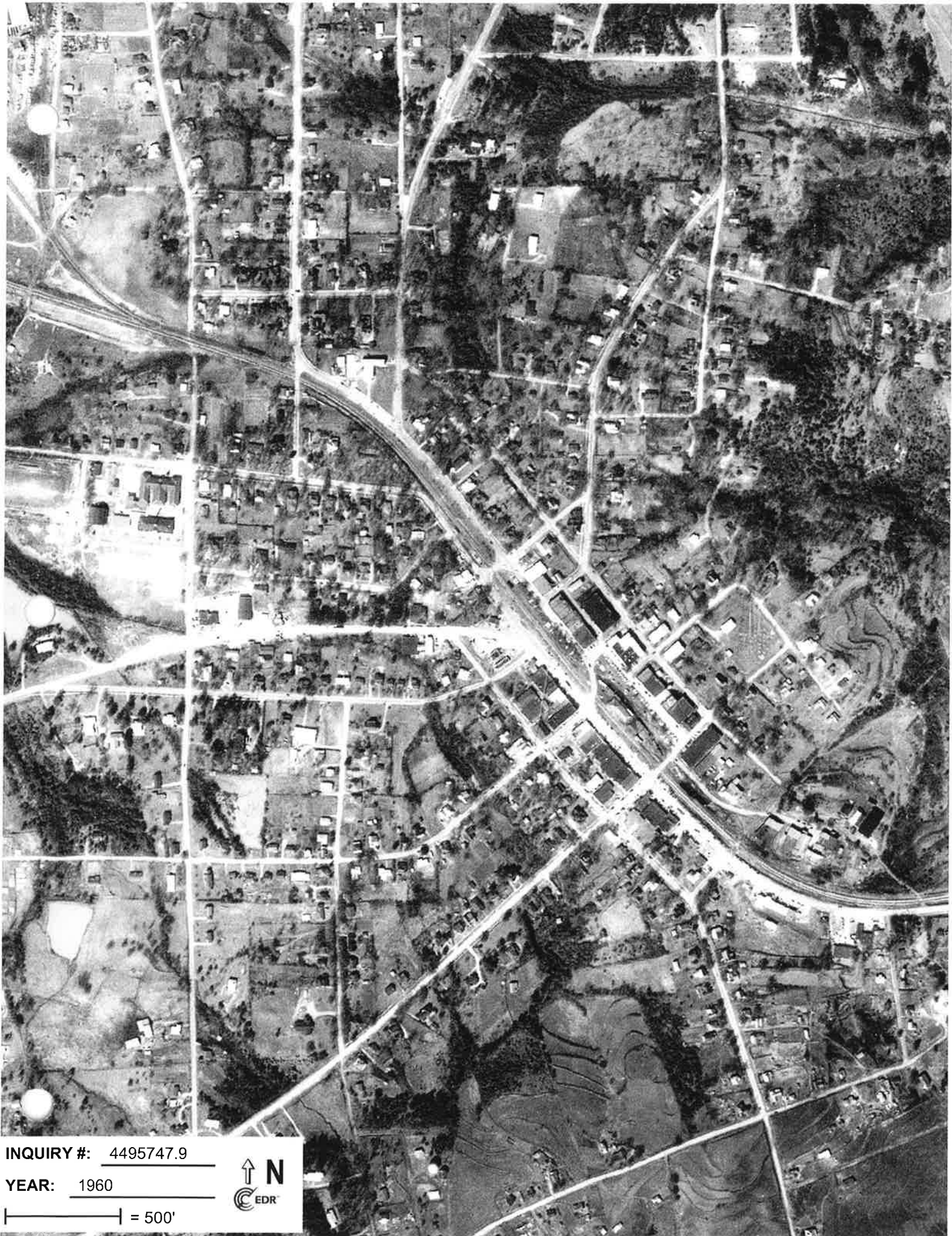


INQUIRY #: 4495747.9

YEAR: 1950

| = 500'





INQUIRY #: 4495747.9

YEAR: 1960

| = 500'





INQUIRY #: 4495747.9

YEAR: 1972

| = 500'





INQUIRY #: 4495747.9

YEAR: 1981

| = 500'





INQUIRY #: 4495747.9

YEAR: 1988

| = 500'





INQUIRY #: 4495747.9

YEAR: 1993

| = 500'





INQUIRY #: 4495747.9

YEAR: 2005

| = 500'





INQUIRY #: 4495747.9

YEAR: 2006

| = 500'





INQUIRY #: 4495747.9

YEAR: 2007

| = 500'





INQUIRY #: 4495747.9

YEAR: 2009

| = 500'





INQUIRY #: 4495747.9

YEAR: 2010

| = 500'



Appendix G

Historical Topographic Maps



Former Gulf Gas Station
121 West Bankhead Highway
Villa Rica, GA 30180

Inquiry Number: 4495747.4
December 18, 2015

EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

12/18/15

Site Name:

Former Gulf Gas Station
121 West Bankhead Highway
Villa Rica, GA 30180
EDR Inquiry # 4495747.4

Client Name:

AECS
1170 Tidwell Road
Alpharetta, GA 30004
Contact: Burton Dixon



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by AECS were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:**Coordinates:**

Site Name: Former Gulf Gas Station
Address: 121 West Bankhead Highway
City,State,Zip: Villa Rica, GA 30180
P.O.# NA
Project: 121 W. Bankhead Highway

Latitude: 33.7329 33° 43' 58" North
Longitude: -84.9213 -84° 55' 17" West
UTM Zone: Zone 16 North
UTM X Meters: 692578.50
UTM Y Meters: 3734481.57
Elevation: 1134.67' above sea level

Maps Provided:

2014
1982
1973
1958
1901

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Topo Sheet Thumbnails

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2014 Source Sheets



New Georgia
2014
7.5-minute, 24000



Villa Rica
2014
7.5-minute, 24000

1982 Source Sheets



New Georgia
1982
7.5-minute, 24000
Photo Revised 1982
Aerial Photo Revised 1981



Villa Rica
1982
7.5-minute, 24000
Photo Revised 1982
Aerial Photo Revised 1981

1973 Source Sheets



Villa Rica
1973
7.5-minute, 24000
Aerial Photo Revised 1972



New Georgia
1973
7.5-minute, 24000
Aerial Photo Revised 1972

1958 Source Sheets



Dallas
1958
15-minute, 62500
Aerial Photo Revised 1955



Villa Rica
1958
15-minute, 62500
Aerial Photo Revised 1955

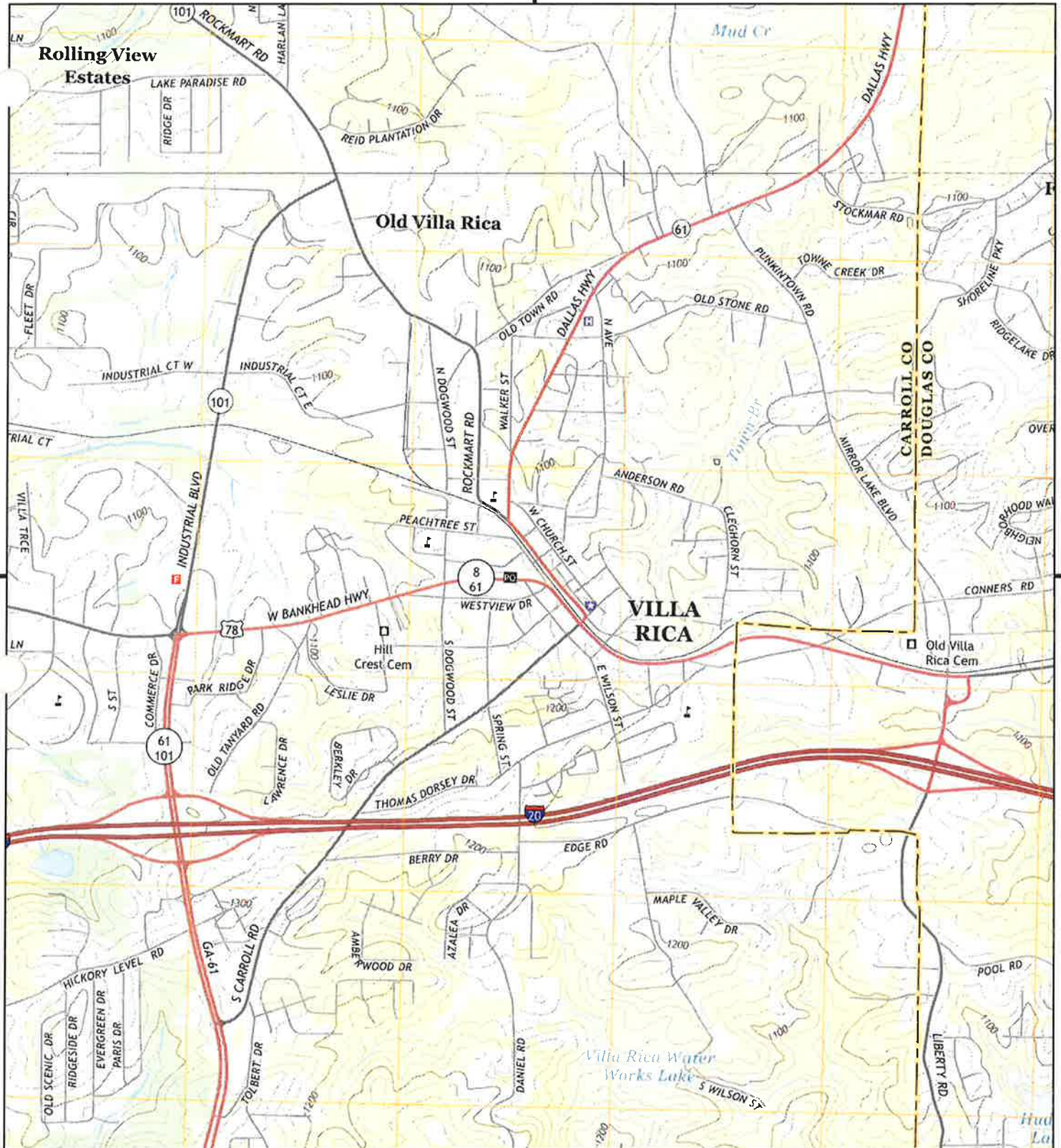
Topo Sheet Thumbnails

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

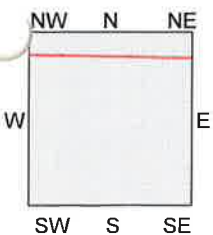
1901 Source Sheets



Marietta
1901
30-minute, 125000



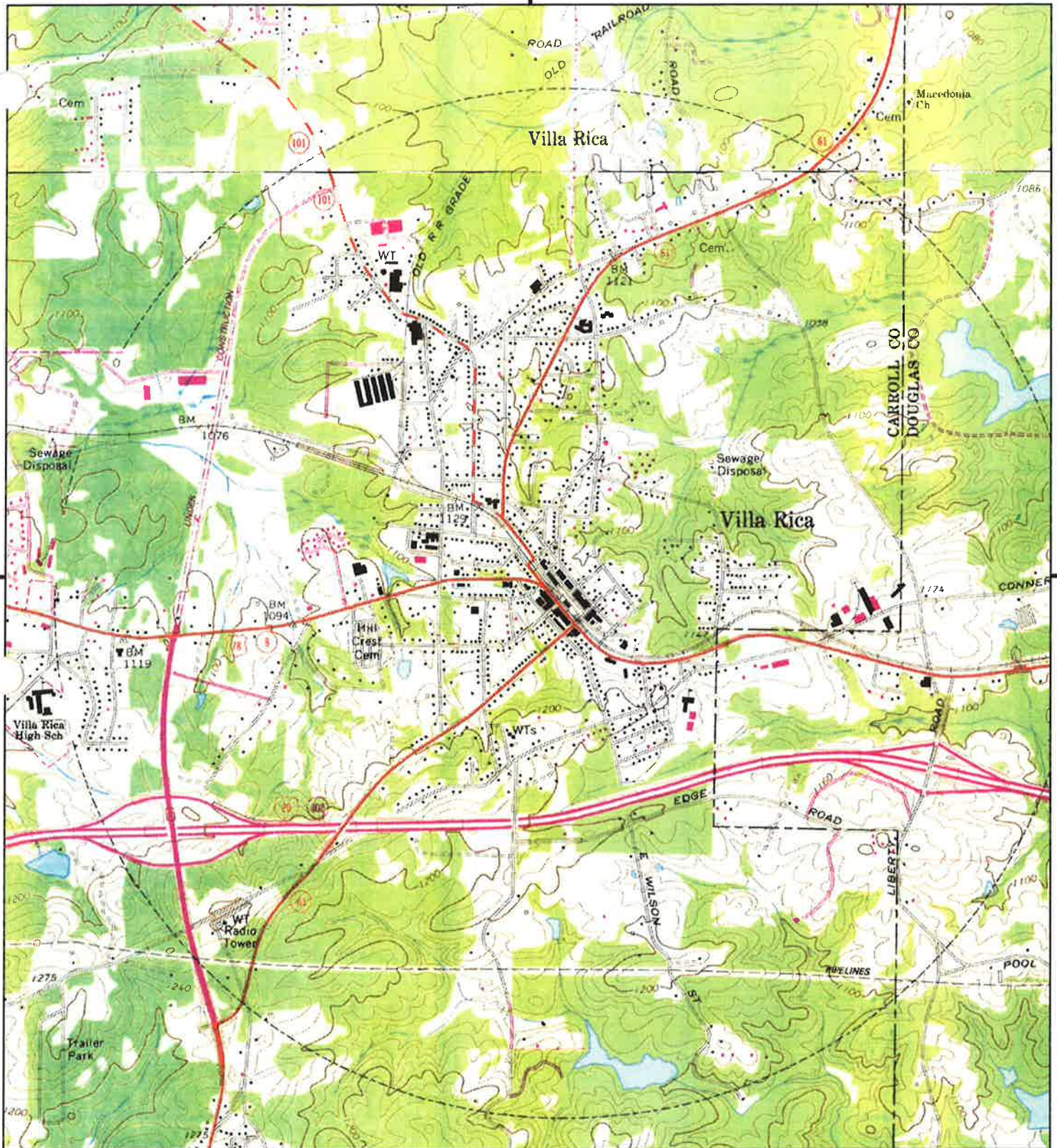
This report includes information from the following map sheet(s).



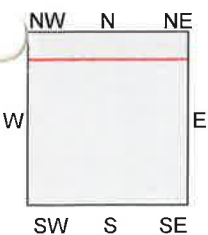
TP, Villa Rica, 2014, 7.5-minute
N, New Georgia, 2014, 7.5-minute

SITE NAME: Former Gulf Gas Station
ADDRESS: 121 West Bankhead Highway
Villa Rica, GA 30180
CLIENT: AECS





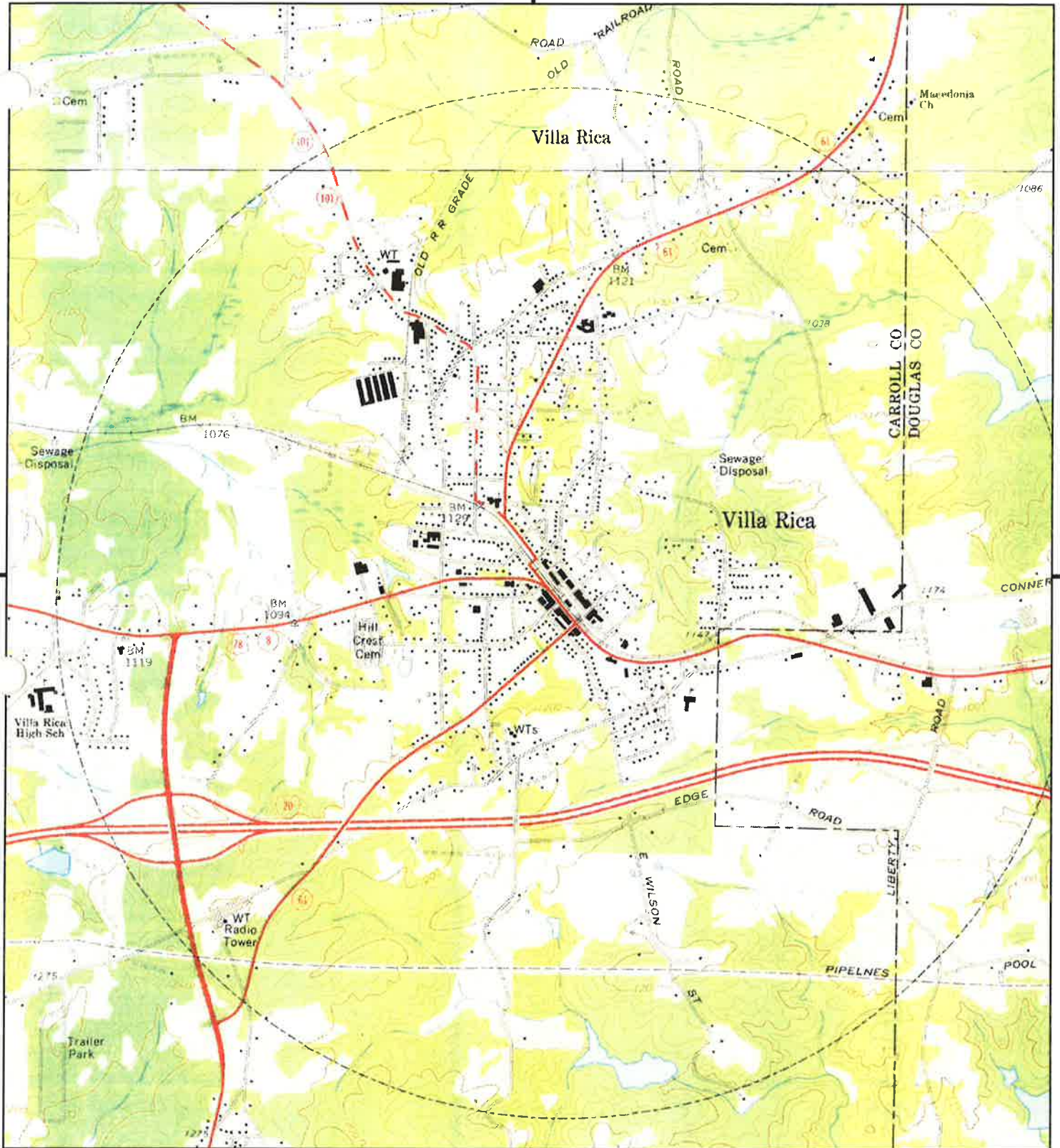
This report includes information from the following map sheet(s).



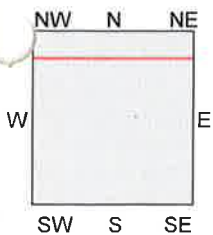
TP, Villa Rica, 1982, 7.5-minute
N, New Georgia, 1982, 7.5-minute

SITE NAME: Former Gulf Gas Station
ADDRESS: 121 West Bankhead Highway
Villa Rica, GA 30180
CLIENT: AECS





This report includes information from the following map sheet(s).



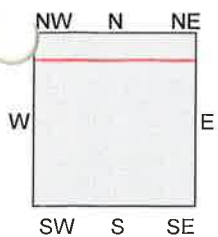
TP, Villa Rica, 1973, 7.5-minute
N, New Georgia, 1973, 7.5-minute

SITE NAME: Former Gulf Gas Station
ADDRESS: 121 West Bankhead Highway
Villa Rica, GA 30180
CLIENT: AECS





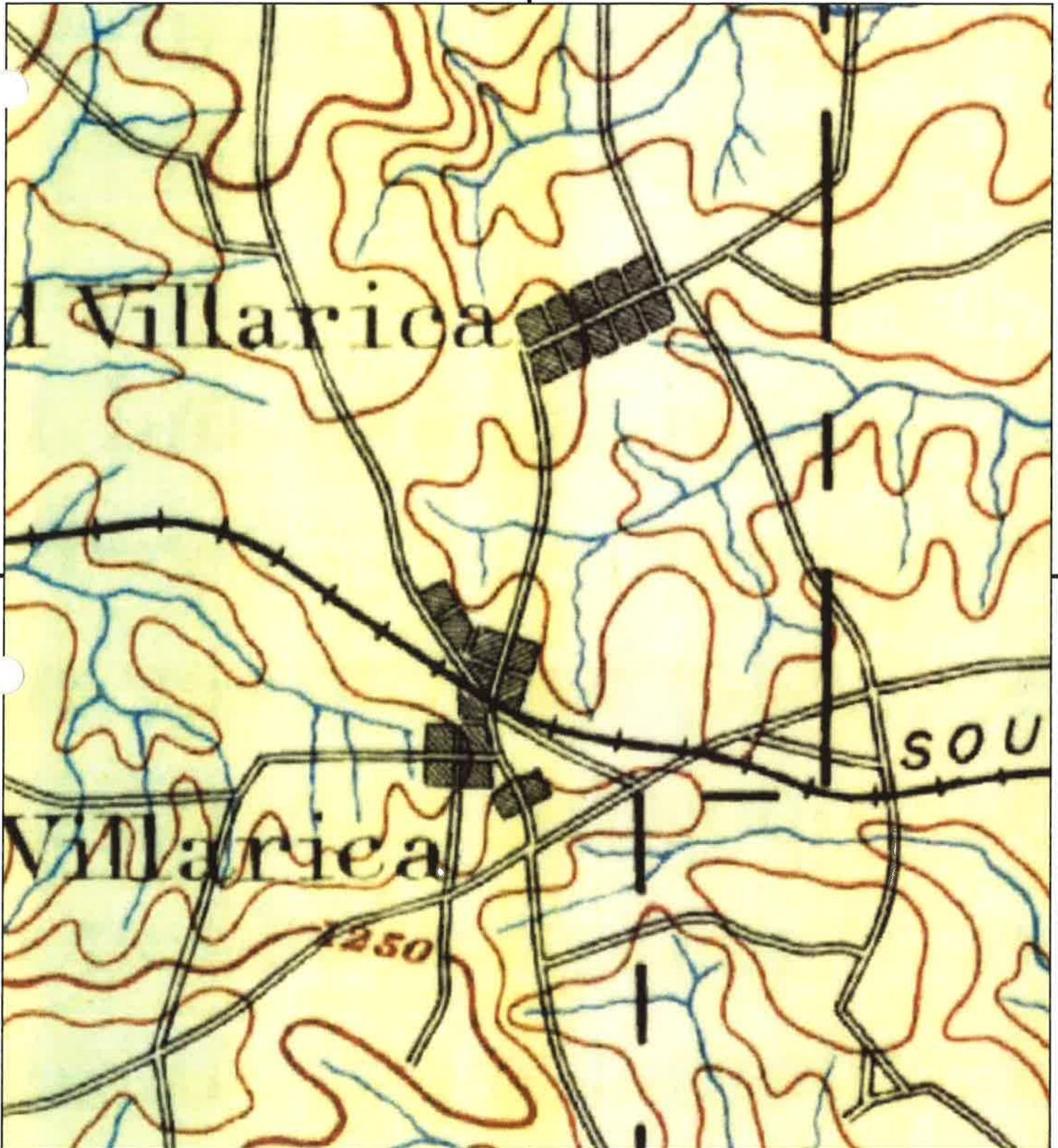
This report includes information from the following map sheet(s).



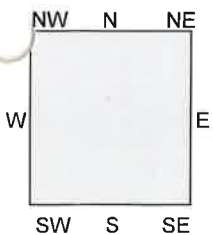
TP, Villa Rica, 1958, 15-minute
N, Dallas, 1958, 15-minute

SITE NAME: Former Gulf Gas Station
ADDRESS: 121 West Bankhead Highway
Villa Rica, GA 30180
CLIENT: AECS





This report includes information from the following map sheet(s).



TP, Marietta, 1901, 30-minute

SITE NAME: Former Gulf Gas Station
 ADDRESS: 121 West Bankhead Highway
 Villa Rica, GA 30180
 CLIENT: AECS



Appendix H
Carroll County Tax
Assessor Records

[Recent Sales in Area](#)
[Previous Parcel](#)
[Next Parcel](#)
[Field Definitions](#)
[Return to Main Search Page](#)
[Carroll Home](#)

Owner and Parcel Information

Owner Name	HOBBS BERT & CELESTINE	Today's Date	December 21, 2015
Mailing Address	202 TUGGLE ST CARROLLTON, GA 30117	Parcel Number	V02 0010010
		Tax District	VILLA RICA (District 03)
Location Address	121 W BANKHEAD HWY	2015 Millage Rate	34.464
Legal Description	COMM BLGD/DUPLEX/LOT MONTGOMERY ST V26	Acres	0.71
Property Class(NOTE: Not Zoning Info)	C3-Commercial	Neighborhood	
		Homestead Exemption	No (S0)
Landlot/District	161/06	Parcel Map	Show Parcel Map
Water	Public	Sewer	Public Sewer
Electric	Electricity	Gas	Pipe Gas
Topography	Level	Drainage	Good
Road Class	City	Parcel Road Access	Paved
Map/Tile	CD036502	Special	

2015 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 56,594	\$ 63,803	\$ 0	\$ 120,397	\$ 120,397

Land Information

Type	Description	Calculation Method	Frontage	Depth	Acres	Photo
COM	FRONT FOOT \$450	Front Feet	239	209	0.71	NA

Improvement Information

Style	Heated Sq Ft	Interior Walls	Exterior Walls	Attic Area Sq Ft	Basement Area Sq Ft	Year Built	Photo
Duplex	1,536	Sheetrock	Wood/Cedar	0	0	1950	Building Image

Roof Type	Flooring Type	Heating Type	Rooms Bedrooms/Bathrooms /Extra Plumbing	Value	Cond	Number Fire Pl	Sketch
Asphalt Shingles	Carpet/Tile	No Heat	5/3/2.0/0	\$ 53,676	Average	0	<u>Sketch Building</u>

Description	Value	Actual Year Built	Effective Year Built	Square Feet	Wall Height	Wall Frames	Exterior Wall
GARAGE SVC REPAIR	\$ 10,127	1932	1932	1,716	10		

Roof Cover	Interior Walls	Floor Construction	Floor Finish	Ceiling Finish	Lighting	Heating	Sketch
						103-2	<u>Sketch Building</u> <u>Building Image</u>

Accessory Information

Description Year Built Dimensions/Units Value
No accessory information associated with this parcel.

Sale Information

Sale Date Deed Book / Page Plat Book / Page Sale Price Reason Grantor Grantee
No sales information associated with this parcel.

Permit Information

Permit Date Permit Number Type Description
No permit information associated with this parcel.

Appendix I

Georgia LUST Database Review

Location County	Facility ID	Leak ID	Location Name	Location Address	Location City	Location Zip	Description	Date Received	Project Officer	Cleanup Status
** CARROLL	9022101	1	ESTATE OF CELESTINE W HOBBS	121 W BANKHEAD HWY	VILLA RICA	30180	Confirmed Release	09/08/2000	Logan, William E.	NFA - No Further Action
CARROLL	9022093	1	VILLA RICA AUTO SERVICE	116 W BANKHEAD HWY	VILLA RICA	30180	Confirmed Release	04/06/1999	Li, Yonghong June	NFA - Remediation
CARROLL	222000	1	BST/VILLA RICA CO/R3930	206 MAPLE ST	VILLA RICA	30180	Confirmed Release	10/24/1995	Revell-Robinson, Isabelle	NFA - No Further Action

**

** target property

FACILITY ID	TANK ID	STATUS DATE	STATUS	PRODUCT	CAPACITY	MAT. TANK CONST.	MAT. PIPE CONST.
9022101 1			Installed	Gas	2000	Not Marked/Unknown	Not Marked
9022101 1			Removed From Ground	Gas	2000	Not Marked/Unknown	Not Marked
9022101 1			Upgrade Repair Not Marked	Gas	2000	Not Marked/Unknown	Not Marked
9022101 2			Installed	Gas	2000	Not Marked/Unknown	Not Marked
9022101 2			Removed From Ground	Gas	2000	Not Marked/Unknown	Not Marked
9022101 2			Upgrade Repair Not Marked	Gas	2000	Not Marked/Unknown	Not Marked
9022101 3			Installed	Gas	2000	Not Marked/Unknown	Not Marked
9022101 3			Removed From Ground	Gas	2000	Not Marked/Unknown	Not Marked
9022101 3			Upgrade Repair Not Marked	Gas	2000	Not Marked/Unknown	Not Marked
9022101 4			Installed	Gas	4000	Not Marked/Unknown	Not Marked
9022101 4			Removed From Ground	Gas	4000	Not Marked/Unknown	Not Marked
9022101 4			Upgrade Repair Not Marked	Gas	4000	Not Marked/Unknown	Not Marked
9022101 5			Installed	Gas	4000	Not Marked/Unknown	Not Marked
9022101 5			Removed From Ground	Gas	4000	Not Marked/Unknown	Not Marked
9022101 5			Upgrade Repair Not Marked	Gas	4000	Not Marked/Unknown	Not Marked
9022101 6			Installed	Used Oil	500	Marked Unknown	Unknown
9022101 6			Removed From Ground	Used Oil	500	Marked Unknown	Unknown
9022101 6			Upgrade Repair Not Marked	Used Oil	500	Marked Unknown	Unknown

[illegible]

PHASE II ENVIRONMENTAL SITE ASSESSMENT

For

**121 West Bankhead Highway Property
Villa Rica, Carroll County, Georgia**

Prepared for:

**David A. Milliron
Villa Rica City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, Georgia 30180**

Prepared by:

**American Environmental & Construction Services, Inc.
1170 Tidwell Road
Alpharetta, GA 30004**



January 27, 2016

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1.0 EXECUTIVE SUMMARY	4
2.0 OBJECTIVES AND SCOPE OF WORK	4
3.0 SITE OVERVIEW	5
4.0 SITE BACKGROUND/OPERATING HISTORY AND SURROUNDING AREA	5
4.1 Previous Environmental Sampling	5
4.2 AST/UST Systems and Pipelines	5
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5.1 AECS Site Investigation	5
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5.3 Sampling Preservation, Packaging, and Shipping	6
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FIGURES

- Figure 1 Site Location Map
Figure 2 Boring Location Plan

APPENDICES

- APPENDIX A: Table 1: Summary of Soil Analytical Results
 Table 2: Summary of Groundwater Analytical Results
APPENDIX B: Analytical Data Sheets
APPENDIX C: Boring Logs

CERTIFICATION OF ENVIRONMENTAL PROFESSIONAL

AECS has completed the Phase II ESA of the 121 West Bankhead Highway Property in Villa Rica, Carroll County, Georgia, in conformance with ASTM Standard Practice E 1903-02. The AAI rule defines an environmental professional as meeting the education, training, and experience requirements of 40 CFR 312.10(b) "necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to a property, sufficient to meet the objectives and performance factors in Section 312.20(e) and (f)". I, C. Burton Dixon, declare that, to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional as defined in §312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject Property. I have developed and performed the all appropriate inquiry in conformance with the standards and practices set forth in 40 CFR Part 312.



C. Burton Dixon, P.G.

Georgia Professional Geologist

Certification No. 1532



1/27/16
Date

1.0 EXECUTIVE SUMMARY

On January 11, 2016, American Environmental & Construction Services, Inc. (AECS) commenced a Phase II Environmental Site Assessment (ESA) for a parcel of land, identified in this report as the Property, located in a mostly commercial area at 121 West Bankhead Highway in Villa Rica, Carroll County, Georgia. The Property consists of a triangular parcel of land approximately 0.71 acres in size. This investigation was conducted under the authorization of Mr. David Milliron with the City of Villa Rica. The Property is currently vacant. The on-site building was constructed in 1932 and operated as a gas station and automobile service center from 1999 until June 6, 2015. The purpose of this Phase II ESA was to identify and record any existing conditions that may pose an environmental liability to, or restrict the use of, the subject Property.

Three direct-push borings were conducted on the Property, Boring B-1 was to a depth of 20 feet below grade surface (bgs), boring B-2 was to a depth of 15 feet bgs, and boring B-3 was to a depth of 10 feet bgs. The soil and groundwater samples collected were analyzed for Semi Volatile Organic Compounds (SVOCs), Volatile Organic Compounds (VOCs), RCRA metals, and Polychlorinated Biphenyls (PCBs).

The laboratory results for soil indicate below Georgia EPD Hazardous Site Response Act (HSRA) notification requirements for SVOCs, VOCs, RCRA metals, and PCBs in all samples taken at the Property. The laboratory results for groundwater indicate below Georgia EPD Hazardous Site Response Act (HSRA) notification requirements for SVOCs, VOCs, and PCBs in all samples taken at the Property. For RCRA metals, the groundwater results indicate above the HSRA notification Concentration for barium, chromium, and lead however, the grab sample collected with a Geoprobe® was turbid and not representative of true groundwater conditions at the site. It is believed that if a non-turbid groundwater sample was collected at the site, the results for these metals would be below the Georgia EPD notification concentrations.

2.0 OBJECTIVES AND SCOPE OF WORK

The purpose of this Phase II ESA was to determine if recognized environmental conditions identified during the Phase I ESA conducted by AECS dated January 7, 2016 had impacted the subsurface on the Property. The recognized environmental conditions identified in the Phase I ESA report were:

- The past operations at the Property as a gas station and auto repair shop used oils and lubricants as part of its daily operations.

- The presence of hydraulic lifts in the service bays of the building could have contained PCBs and an oily sheen was noted on water on the day of the site reconnaissance.
- During the site reconnaissance, the AECS site inspector noted de minimis amount of oil stains on the concrete floor of the building.

3.0 SITE OVERVIEW

The subject parcel of land, referred to in this report as the "Property" is identified as Parcel V02-0010010 in the records of Villa Rica, Carroll County, Georgia. The parcel of land is identified as a triangular parcel consisting of approximately 0.71 acres. The approximate coordinates for the Property are 33° 43' 58.55" north latitude and 84° 55' 16.38" west longitude. The general location of the Property is shown in Figure 1 and the general site layout is presented in Figure 2. The Property is currently vacant with an unoccupied one story building. While operating as a gas station and auto repair shop the Property did contain underground storage tanks (USTs) but the USTs have since been removed. The Property is bound by West Montgomery Street to the northeast, a residential house to the northwest, and West Bankhead Highway to the south.

4.0 SITE BACKGROUND/OPERATING HISTORY AND SURROUNDING AREA HISTORY

4.1 Previous Environmental Sampling

According to available information regarding the past use of the Property, there has been previous environmental sampling activities associated with the Property. What appeared to be a plugged and abandoned well was noted on the Property.

4.2 AST/UST Systems and Pipelines

The former onsite UST system and dispensers have been removed from the Property. Ben Hobbs, the current owner, does not know of any fuel oil tanks being on the Property. There is a small air compressor tank (AST) located inside the onsite building.

5.0 SOIL INVESTIGATION

5.1 AECS Site Investigation

During the AECS site investigation, a total of three direct-push borings were conducted on the Property. Boring B-1 was two a depth of 20 feet below grade surface (bgs), boring B-2 was to a depth of 15 feet bgs, and boring B-3 refused on rock at a depth of 10 feet bgs. Three soil samples and one groundwater sample were collected on the Property. One soil sample was collected from each of the three borings and the groundwater sample was collected from

boring B-1. The boring locations are shown on Figure 2. Table 1 in Appendix A is a summary of the soil analytical results and Table 2 in Appendix A is a summary of the groundwater analytical results. The analytical data sheets are presented in Appendix B and the boring logs are presented in Appendix C. The SVOCs were analyzed by EPA Method 8270D, VOCs were analyzed by EPA Method 8260B, RCRA metals were analyzed by EPA Method 6010, and the PCBs by EPA Method 8082.

5.2 Sampling Procedures

A truck mounted Geoprobe® rig was used by AECS to collect the subsurface soil and groundwater samples during the January 11, 2016 sampling event. A hollow lined sampling tube was advanced to various depths at each sampling point. The disposable liners were removed, and the soil was visually inspected and screened using a photo ionization detector (PID). The depth with the highest PID reading was collected for laboratory analysis. A total of three soil samples, one in each boring, were collected.

After advancing the subsurface borings to the total boring depth, all Geoprobe® drill rods were removed from the borehole, and clean, Teflon-lined polyethylene tubing was inserted into boring B-1. The tubing was connected to a low-flow, peristaltic pump and groundwater was extracted for the appropriate laboratory analysis. After sampling, the tubing was discarded. One groundwater sample was collected on the Property from boring B-1.

5.3 Sample Preservation, Packaging, and Shipping

All samples collected for this project were placed in sample containers provided by the analytical laboratory. The containers supplied were pre-preserved, as appropriate for each sample media and analysis. All samples were properly labeled with a sample label affixed before transportation to the analytical laboratory. Cooler temperatures were maintained at 4 degrees Celsius (°C) or less. Temperature blanks were included for each batch of field samples for the purpose of recording the temperature of the incoming cooler.

After sample labels were completed and affixed to the containers, the containers were individually wrapped in bubble wrap and placed in individual Ziploc-type polyethylene bags. The samples were then placed in a plastic-lined cooler, with several ice pillows below, between, and above the samples. The Chain of Custody (COC) form for the samples was sealed in a bag and taped to the inside lid of the cooler. The cooler was then sealed with monofilament tape, properly labeled, and hand delivered to the receiving laboratory. The laboratory used by AECS for this project was Analytical Environmental Services, Inc. of

Atlanta, Georgia, a laboratory approved by the Georgia Environmental Protection Division (EPD).

5.4 Analytical Results

The laboratory results for soil indicate below Georgia EPD Hazardous Site Response Act (HSRA) notification requirements for SVOCs, VOCs, RCRA metals, and PCBs in all samples taken at the Property. The laboratory results for groundwater indicate below Georgia EPD HSRA notification requirements for SVOCs, VOCs, and PCBs in the groundwater sample taken at the Property. For RCRA metals, the groundwater results indicate above the HSRA notification concentration for barium, chromium, and lead.

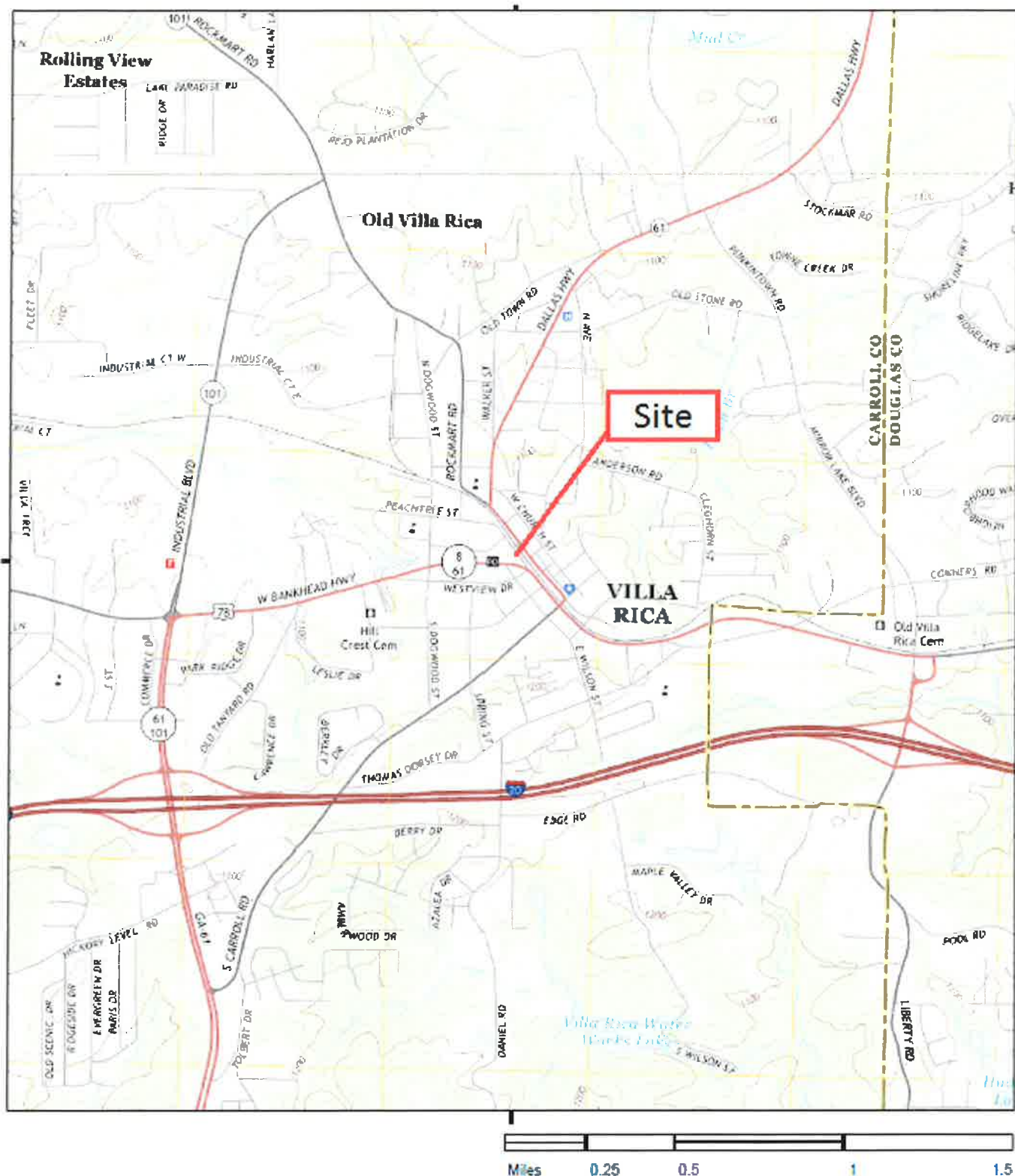
Table 1 in Appendix A is a summary of the soil analytical results for the three soil samples. Table 2 in Appendix A is a summary of the groundwater analytical results. Direct-push boring locations are shown on Figure 2. Analytical data sheets with chain of custody are presented in Appendix B and the boring logs with soil descriptions are presented in Appendix C.

6.0 CONCLUSIONS

On January 27, 2016, American Environmental & Construction Services (AECS) completed a Phase II Environmental Site Assessment (ESA) for a parcel of land located at 121 West Bankhead Highway in Villa Rica, Carroll County, Georgia. Concentrations of SVOCs, VOCs, RCRA metals, and PCBs were below Georgia HSRA Notification Concentrations limits for soil in the locations tested.

The laboratory results for groundwater indicate below Georgia EPD HSRA notification requirements for SVOCs, VOCs, and PCBs in the groundwater sample taken at the Property. For RCRA metals, the groundwater results indicate above the HSRA notification concentration for barium, chromium, and lead. However, the groundwater grab sample collected with a Geoprobe® was turbid (unfiltered) and not representative of true groundwater conditions at the Property. It is believed that if a non-turbid groundwater sample was collected at the Property, the results for these metals (barium, chromium, and lead) would be below the Georgia EPD notification concentrations. A letter will be sent to the Georgia EPD, as required, explaining the notification concentration exceedances. AECS will also explain in the letter to the Georgia EPD that we expect the exceedances to be below the notification concentrations in the non-turbid groundwater sample. At this time no further testing is recommended on the Property.

Figures



AECS

**American Environmental &
Construction Services, Inc.**

Figure 1
Site Location Map
121 West Bankhead Highway
Villa Rica, Georgia



A ECS

American Environmental & Construction Services, Inc.

Figure 2
Boring Location Plan
121 West Bankhead Highway
Villa Rica, GA

Appendix A:
Table 1
Summary of Soil Analytical Results
Table 2
Summary of Groundwater Analytical Results

Table 1
Summary of Soil Analytical Results
121 West Bankhead Hwy
Villa Rica, Georgia

Sample ID	Depth	Date Sampled	arsenic	barium	cadmium	chromium	lead	mercury	selenium	silver	VOC	VOC m,p-Xylene	SVOC	PCBs
B-1	16 feet	1/11/2016	<6.79	48.0	<3.40	<3.40	<6.79	<0.139	<6.79	<3.40	BRL	BRL	BRL	BRL
B-2	14 feet	1/11/2016	<6.74	71.5	<3.37	<3.37	10.40	0.162	<6.74	<3.37	BRL	0.014	BRL	BRL
B-3	5 feet	1/11/2016	<5.79	83.7	<2.90	<2.90	<5.79	<0.108	<5.79	<2.90	BRL	0.012	BRL	BRL
HSRA NC**			41.0	500	39	1,200	400	17	36	10		20		

NOTES:

Results in Bold type are above the reporting or detection limit.

Results shaded are above the NC (Notification Concentration).

Constituents shown with "<" before the value were reported as not detected above instrument detection limits. The number shown is the detection limit.

BRL = Below Reporting Limit

** = State of Georgia HSRA Notification Concentration, Appendix I, Chapter 391-3-19

Table 2
Summary of Groundwater Analytical Results
121 West Bankhead Hwy
Villa Rica, Georgia

Sample ID	Depth	Date Sampled	arsenic mg/L	barium mg/L	cadmium mg/L	chromium mg/L	lead mg/L	mercury mg/L	selenium mg/L	silver mg/L	VOC µg/L	VOC m,p-Xylene µg/L	SVOC µg/L	PCBs µg/L
B-1 GW	18 feet	1/11/2016	<0.050	2.61	<0.005	0.565	0.161	<0.00020	<0.020	<0.010	BRL	BRL	BRL	BRL
HSRA NC**			0.01	2	0.005	0.1	0.015	0.002	0.05	0.1				

NOTES:

Results in Bold type are above the reporting or detection limit.

Results shaded are above the NC (Notification Concentration).

Constituents shown with "<" before the value were reported as not detected above instrument detection limits. The number shown is the detection limit.

BRL = Below Reporting Limit

** = State of Georgia HSRA Notification Concentration, Appendix III, Chapter 391-3-19

Appendix B

Analytical Data Sheets



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

January 18, 2016

Burton Dixon
American Environmental & Construction Services Inc
1170 Tidwell Rd
Alpharetta GA 30004

TEL: (770) 754-6440

FAX: (770) 754-9892

RE: 121 W. Bankhead Hwy

Dear Burton Dixon:

Order No: 1601663

Analytical Environmental Services, Inc. received 5 samples on 1/11/2016 5:15:00 PM for the analyses presented in following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.

AES' certifications are as follows:

- NELAC/Florida Certification number E87582 for analysis of Environmental Water, soil/hazardous waste, and Drinking Water Microbiology, effective 07/01/15-06/30/16.
- AIHA-LAP, LLC Laboratory ID: 100671 for Industrial Hygiene samples (Organics, Inorganics), Environmental Lead (Paint, Soil, Dust Wipes, Air), and Environmental Microbiology (Fungal) Direct Examination, effective until 09/01/17.

These results relate only to the items tested. This report may only be reproduced in full.

If you have any questions regarding these test results, please feel free to call.

Ioana Pacurar
Project Manager



ANALYTICAL ENVIRONMENTAL SERVICES, INC
 3080 Presidential Drive, Atlanta GA 30340-3704
 TEL.: (770) 457-8177 / TOLL-FREE (800) 972-4889 / FAX: (770) 457-8188

CHAIN OF CUSTODY

Work Order: 1601663

Date: 1/11/16 Page 1 of 1

COMPANY: NECS		ADDRESS: 1170 Tidwell Rd. Wilmington, GA 30004		ANALYSIS REQUESTED		Visit our website www.aesatlanta.com to check on the status of your results, place bottle orders, etc.		No # of Containers
PHONE: 770-754-6440		FAX:		PRESERVATION (See codes)		REMARKS		
SAMPLED BY: Barton Dixon		SIGNATURE: <i>Barton Dixon</i>						
#	SAMPLE ID	DATE	TIME	Grab	Composite	Matrix (See codes)		
1	B-1	1/11/16	1230	X		SO	X	6
2	B-1 GW	1/11/16	1300	X		GW	X	7
3	B-2	1/11/16	1430	X		SC	X	6
4	B-3	1/11/16	1500	X		SC	X	6
5	Tripp Blank						X	
6								
7								
8								
9								
10								
11								
12								
13								
14								

RECEIVED BY: <i>[Signature]</i>	DATE/TIME: 1/11/16 5:15pm	RECEIVED BY: <i>[Signature]</i>	DATE/TIME: 1-11-16 5:15p
PROJECT NAME: 121 W. Benckard Hwy		PROJECT INFORMATION	
PROJECT #: 15-26		SITE ADDRESS: 121 W. Benckard Hwy Village Ridge	
SEND REPORT TO: Bink Miller, Barton Dixon		INVOICE TO: Bink Miller	
		(IF DIFFERENT FROM ABOVE)	
QUOTE #:		PO#:	
STATE PROGRAM (if any):		Bottle? Y / N: Fax? Y / N	
DATA PACKAGE: I II III IV		☒ Turnaround Time Request ☐ Standard 5 Business Days ☐ 2 Business Day Rush ☐ Next Business Day Rush ☐ Same Day Rush (auth req.) ☐ Other	

SAMPLES RECEIVED AFTER 3PM OR ON SATURDAY ARE CONSIDERED RECEIVED THE NEXT BUSINESS DAY. IF TURNAROUND TIME IS NOT INDICATED, AES WILL PROCEED WITH STANDARD TAT OF SAMPLES.

SAMPLES ARE DISPOSED 30 DAYS AFTER REPORT COMPLETION UNLESS OTHER ARRANGEMENTS ARE MADE.

MATRIX CODES: A = Air GW = Groundwater SE = Sediment SO = Soil SW = Surface Water W = Water (Blanks) DW = Drinking Water (Blanks) O = Other (specify) WW = Waste Water
 PRESERVATIVE CODES: H+I = Hydrochloric acid + ice I = Ice only N = Nitric acid S+I = Sulfuric acid + ice SNA+I = Sodium Bisulfate/Methanol + ice O = Other (specify) NA = None

Client: American Environmental & Construction Services Inc
Project: 121 W. Bankhead Hwy
Lab ID: 1601663

Case Narrative

Volatile Organic Compounds Analysis by Method 8260B:

Chlorobenzene value for the QC sample 1601333-002AMS/MSD is "E" qualified indicating estimated value over linear calibration range due to the level of target analyte present in the unspiked sample.

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-001

Client Sample ID: B-1
Collection Date: 1/11/2016 12:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B		(SW7471B)						
Mercury	BRL	0.139		mg/Kg-dry	218358	1	01/13/2016 12:36	JR
TCL-SEMIVOLATILE ORGANICS SW8270D		(SW3550C)						
1,1'-Biphenyl	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,4,5-Trichlorophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,4,6-Trichlorophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,4-Dichlorophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,4-Dimethylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,4-Dinitrophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,4-Dinitrotoluene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2,6-Dinitrotoluene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2-Chloronaphthalene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2-Chlorophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2-Methylnaphthalene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2-Methylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2-Nitroaniline	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
2-Nitrophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
3,3'-Dichlorobenzidine	BRL	950		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
3-Nitroaniline	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4,6-Dinitro-2-methylphenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Bromophenyl phenyl ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Chloro-3-methylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Chloroaniline	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Chlorophenyl phenyl ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Methylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Nitroaniline	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
4-Nitrophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Acenaphthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Acenaphthylene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Acetophenone	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Anthracene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Atrazine	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Benz(a)anthracene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Benzaldehyde	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Benzo(a)pyrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Benzo(b)fluoranthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Benzo(g,h,i)perylene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Benzo(k)fluoranthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Bis(2-chloroethoxy)methane	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Bis(2-chloroethyl)ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Bis(2-chloroisopropyl)ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH

Qualifiers:
 * Value exceeds maximum contaminant level
 BRL Below reporting limit
 H Holding times for preparation or analysis exceeded
 N Analyte not NELAC certified
 B Analyte detected in the associated method blank
 > Greater than Result value

E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-001

Client Sample ID: B-1
Collection Date: 1/11/2016 12:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL-SEMIVOLATILE ORGANICS SW8270D		(SW3550C)						
Bis(2-ethylhexyl)phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Butyl benzyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Caprolactam	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Carbazole	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Chrysene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Di-n-butyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Di-n-octyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Dibenz(a,h)anthracene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Dibenzofuran	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Diethyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Dimethyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Fluoranthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Fluorene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Hexachlorobenzene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Hexachlorobutadiene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Hexachlorocyclopentadiene	BRL	940		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Hexachloroethane	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Indeno(1,2,3-cd)pyrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Isophorone	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
N-Nitrosodi-n-propylamine	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
N-Nitrosodiphenylamine	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Naphthalene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Nitrobenzene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Pentachlorophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Phenanthrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Phenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Pyrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 17:54	YH
Surr: 2,4,6-Tribromophenol	76.8	42.4-130		%REC	218394	1	01/14/2016 17:54	YH
Surr: 2-Fluorobiphenyl	64.8	51.5-120		%REC	218394	1	01/14/2016 17:54	YH
Surr: 2-Fluorophenol	61.7	41.1-120		%REC	218394	1	01/14/2016 17:54	YH
Surr: 4-Terphenyl-d14	70.5	52.7-117		%REC	218394	1	01/14/2016 17:54	YH
Surr: Nitrobenzene-d5	75.2	41.4-120		%REC	218394	1	01/14/2016 17:54	YH
Surr: Phenol-d5	69.1	47.6-120		%REC	218394	1	01/14/2016 17:54	YH
TCL VOLATILE ORGANICS SW8260B		(SW5035)						
1,1,1-Trichloroethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,1,2,2-Tetrachloroethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,1,2-Trichloroethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,1-Dichloroethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,1-Dichloroethene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,2,4-Trichlorobenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG

Qualifiers:

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 Narr See case narrative
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 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-001

Client Sample ID: B-1
Collection Date: 1/11/2016 12:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5035)				
1,2-Dibromo-3-chloropropane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,2-Dibromoethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,2-Dichlorobenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,2-Dichloroethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,2-Dichloropropane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,3-Dichlorobenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
1,4-Dichlorobenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
2-Butanone	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
2-Hexanone	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
4-Methyl-2-pentanone	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Acetone	BRL	110		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Benzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Bromodichloromethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Bromoform	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Bromomethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Carbon disulfide	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Carbon tetrachloride	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Chlorobenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Chloroethane	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Chloroform	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Chloromethane	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
cis-1,2-Dichloroethene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
cis-1,3-Dichloropropene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Cyclohexane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Dibromochloromethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Dichlorodifluoromethane	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Ethylbenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Freon-113	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Isopropylbenzene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
m,p-Xylene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Methyl acetate	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Methyl tert-butyl ether	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Methylcyclohexane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Methylene chloride	BRL	23		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
o-Xylene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Styrene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Tetrachloroethene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Toluene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
trans-1,2-Dichloroethene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
trans-1,3-Dichloropropene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Trichloroethene	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
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- N Analyte not NELAC certified
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- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Lab ID: 1601663-001

Client Sample ID: B-1
 Collection Date: 1/11/2016 12:30:00 PM
 Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5035)				
Trichlorofluoromethane	BRL	5.7		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Vinyl chloride	BRL	11		ug/Kg-dry	218333	1	01/12/2016 19:25	CG
Surr: 4-Bromofluorobenzene	82.8	70-128		%REC	218333	1	01/12/2016 19:25	CG
Surr: Dibromofluoromethane	97.1	78.2-128		%REC	218333	1	01/12/2016 19:25	CG
Surr: Toluene-d8	101	76.5-116		%REC	218333	1	01/12/2016 19:25	CG
POLYCHLORINATED BIPHENYLS SW8082A				(SW3550C)				
Aroclor 1016	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Aroclor 1221	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Aroclor 1232	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Aroclor 1242	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Aroclor 1248	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Aroclor 1254	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Aroclor 1260	BRL	47		ug/Kg-dry	218365	1	01/13/2016 18:50	SH
Surr: Decachlorobiphenyl	70.5	35.2-132		%REC	218365	1	01/13/2016 18:50	SH
Surr: Tetrachloro-m-xylene	59.2	35-128		%REC	218365	1	01/13/2016 18:50	SH
METALS, TOTAL SW6010C				(SW3050B)				
Arsenic	BRL	6.79		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
Barium	48.0	6.79		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
Cadmium	BRL	3.40		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
Chromium	BRL	3.40		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
Lead	BRL	6.79		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
Selenium	BRL	6.79		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
Silver	BRL	3.40		mg/Kg-dry	218303	1	01/12/2016 18:49	IO
PERCENT MOISTURE D2216								
Percent Moisture	29.7	0		wt%	R308333	1	01/15/2016 10:30	PF

Qualifiers:

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 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-002

Client Sample ID: B-1 GW
Collection Date: 1/11/2016 1:00:00 PM
Matrix: Groundwater

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL-SEMIVOLATILE ORGANICS SW8270D					(SW3510C)			
1,1'-Biphenyl	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2,4,5-Trichlorophenol	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
2,4,6-Trichlorophenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2,4-Dichlorophenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2,4-Dimethylphenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2,4-Dinitrophenol	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
2,4-Dinitrotoluene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2,6-Dinitrotoluene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2-Chloronaphthalene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2-Chlorophenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2-Methylnaphthalene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2-Methylphenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
2-Nitroaniline	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
2-Nitrophenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
3,3'-Dichlorobenzidine	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
3-Nitroaniline	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
4,6-Dinitro-2-methylphenol	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
4-Bromophenyl phenyl ether	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
4-Chloro-3-methylphenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
4-Chloroaniline	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
4-Chlorophenyl phenyl ether	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
4-Methylphenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
4-Nitroaniline	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
4-Nitrophenol	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
Acenaphthene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Acenaphthylene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Acetophenone	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Anthracene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Atrazine	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Benz(a)anthracene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Benzaldehyde	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Benzo(a)pyrene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Benzo(b)fluoranthene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Benzo(g,h,i)perylene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Benzo(k)fluoranthene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Bis(2-chloroethoxy)methane	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Bis(2-chloroethyl)ether	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Bis(2-chloroisopropyl)ether	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Bis(2-ethylhexyl)phthalate	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Butyl benzyl phthalate	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Caprolactam	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH

Qualifiers:
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Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-002

Client Sample ID: B-1 GW
Collection Date: 1/11/2016 1:00:00 PM
Matrix: Groundwater

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL-SEMIVOLATILE ORGANICS SW8270D (SW3510C)								
Carbazole	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Chrysene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Di-n-butyl phthalate	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Di-n-octyl phthalate	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Dibenz(a,h)anthracene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Dibenzofuran	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Diethyl phthalate	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Dimethyl phthalate	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Fluoranthene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Fluorene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Hexachlorobenzene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Hexachlorobutadiene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Hexachlorocyclopentadiene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Hexachloroethane	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Indeno(1,2,3-cd)pyrene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Isophorone	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
N-Nitrosodi-n-propylamine	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
N-Nitrosodiphenylamine	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Naphthalene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Nitrobenzene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Pentachlorophenol	BRL	25		ug/L	218386	1	01/14/2016 16:08	YH
Phenanthrene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Phenol	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Pyrene	BRL	10		ug/L	218386	1	01/14/2016 16:08	YH
Surr: 2,4,6-Tribromophenol	87.2	51.5-141		%REC	218386	1	01/14/2016 16:08	YH
Surr: 2-Fluorobiphenyl	72.3	50.8-122		%REC	218386	1	01/14/2016 16:08	YH
Surr: 2-Fluorophenol	45.5	28.1-120		%REC	218386	1	01/14/2016 16:08	YH
Surr: 4-Terphenyl-d14	59.3	47.2-131		%REC	218386	1	01/14/2016 16:08	YH
Surr: Nitrobenzene-d5	83.8	42.1-124		%REC	218386	1	01/14/2016 16:08	YH
Surr: Phenol-d5	34	16-120		%REC	218386	1	01/14/2016 16:08	YH
TCL VOLATILE ORGANICS SW8260B (SW5030B)								
1,1,1-Trichloroethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,1,2,2-Tetrachloroethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,1,2-Trichloroethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,1-Dichloroethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,1-Dichloroethene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,2,4-Trichlorobenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,2-Dibromo-3-chloropropane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,2-Dibromoethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,2-Dichlorobenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-002

Client Sample ID: B-1 GW
Collection Date: 1/11/2016 1:00:00 PM
Matrix: Groundwater

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5030B)				
1,2-Dichloroethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,2-Dichloropropane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,3-Dichlorobenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
1,4-Dichlorobenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
2-Butanone	BRL	50		ug/L	218366	1	01/13/2016 04:06	CH
2-Hexanone	BRL	10		ug/L	218366	1	01/13/2016 04:06	CH
4-Methyl-2-pentanone	BRL	10		ug/L	218366	1	01/13/2016 04:06	CH
Acetone	BRL	50		ug/L	218366	1	01/13/2016 04:06	CH
Benzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Bromodichloromethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Bromoform	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Bromomethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Carbon disulfide	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Carbon tetrachloride	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Chlorobenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Chloroethane	BRL	10		ug/L	218366	1	01/13/2016 04:06	CH
Chloroform	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Chloromethane	BRL	10		ug/L	218366	1	01/13/2016 04:06	CH
cis-1,2-Dichloroethene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
cis-1,3-Dichloropropene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Cyclohexane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Dibromochloromethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Dichlorodifluoromethane	BRL	10		ug/L	218366	1	01/13/2016 04:06	CH
Ethylbenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Freon-113	BRL	10		ug/L	218366	1	01/13/2016 04:06	CH
Isopropylbenzene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
m,p-Xylene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Methyl acetate	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Methyl tert-butyl ether	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Methylcyclohexane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Methylene chloride	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
o-Xylene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Styrene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Tetrachloroethene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Toluene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
trans-1,2-Dichloroethene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
trans-1,3-Dichloropropene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Trichloroethene	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Trichlorofluoromethane	BRL	5.0		ug/L	218366	1	01/13/2016 04:06	CH
Vinyl chloride	BRL	2.0		ug/L	218366	1	01/13/2016 04:06	CH
Surr: 4-Bromofluorobenzene	86.2	70.7-125		%REC	218366	1	01/13/2016 04:06	CH

Qualifiers:

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- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-002

Client Sample ID: B-1 GW
Collection Date: 1/11/2016 1:00:00 PM
Matrix: Groundwater

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B (SW5030B)								
Surr: Dibromofluoromethane	110	82.2-120		%REC	218366	1	01/13/2016 04:06	CH
Surr: Toluene-d8	103	81.8-120		%REC	218366	1	01/13/2016 04:06	CH
POLYCHLORINATED BIPHENYLS SW8082A (SW3510C)								
Aroclor 1016	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Aroclor 1221	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Aroclor 1232	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Aroclor 1242	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Aroclor 1248	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Aroclor 1254	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Aroclor 1260	BRL	0.50		ug/L	218388	1	01/14/2016 21:08	SH
Surr: Decachlorobiphenyl	42.6	20.2-121		%REC	218388	1	01/14/2016 21:08	SH
Surr: Tetrachloro-m-xylene	77.2	29.3-126		%REC	218388	1	01/14/2016 21:08	SH
Mercury, Total SW7470A (SW7470A)								
Mercury	BRL	0.00020		mg/L	218357	1	01/13/2016 14:46	JR
METALS, TOTAL SW6010C (SW3010A)								
Arsenic	BRL	0.0500		mg/L	218200	1	01/12/2016 17:43	IO
Barium	2.61	0.0200		mg/L	218200	1	01/12/2016 17:43	IO
Cadmium	BRL	0.0050		mg/L	218200	1	01/12/2016 17:43	IO
Chromium	0.565	0.0100		mg/L	218200	1	01/12/2016 17:43	IO
Lead	0.161	0.0100		mg/L	218200	1	01/12/2016 17:43	IO
Selenium	BRL	0.0200		mg/L	218200	1	01/12/2016 17:43	IO
Silver	BRL	0.0100		mg/L	218200	1	01/12/2016 17:43	IO

Qualifiers:

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E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
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 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-003

Client Sample ID: B-2
Collection Date: 1/11/2016 2:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B					(SW7471B)			
Mercury	0.162	0.130		mg/Kg-dry	218358	1	01/13/2016 12:39	JR
TCL-SEMIVOLATILE ORGANICS SW8270D					(SW3550C)			
1,1'-Biphenyl	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,4,5-Trichlorophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,4,6-Trichlorophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,4-Dichlorophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,4-Dimethylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,4-Dinitrophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,4-Dinitrotoluene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2,6-Dinitrotoluene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2-Chloronaphthalene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2-Chlorophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2-Methylnaphthalene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2-Methylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2-Nitroaniline	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
2-Nitrophenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
3,3'-Dichlorobenzidine	BRL	960		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
3-Nitroaniline	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4,6-Dinitro-2-methylphenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Bromophenyl phenyl ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Chloro-3-methylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Chloroaniline	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Chlorophenyl phenyl ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Methylphenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Nitroaniline	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
4-Nitrophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Acenaphthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Acenaphthylene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Acetophenone	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Anthracene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Atrazine	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Benz(a)anthracene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Benzaldehyde	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Benzo(a)pyrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Benzo(b)fluoranthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Benzo(g,h,i)perylene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Benzo(k)fluoranthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Bis(2-chloroethoxy)methane	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Bis(2-chloroethyl)ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Bis(2-chloroisopropyl)ether	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH

Qualifiers:

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- Narr See case narrative
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- < Less than Result value
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Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-003

Client Sample ID: B-2
Collection Date: 1/11/2016 2:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL-SEMIVOLATILE ORGANICS SW8270D					(SW3550C)			
Bis(2-ethylhexyl)phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Butyl benzyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Caprolactam	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Carbazole	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Chrysene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Di-n-butyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Di-n-octyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Dibenz(a,h)anthracene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Dibenzofuran	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Diethyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Dimethyl phthalate	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Fluoranthene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Fluorene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Hexachlorobenzene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Hexachlorobutadiene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Hexachlorocyclopentadiene	BRL	940		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Hexachloroethane	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Indeno(1,2,3-cd)pyrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Isophorone	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
N-Nitrosodi-n-propylamine	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
N-Nitrosodiphenylamine	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Naphthalene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Nitrobenzene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Pentachlorophenol	BRL	2400		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Phenanthrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Phenol	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Pyrene	BRL	470		ug/Kg-dry	218394	1	01/14/2016 18:19	YH
Surr: 2,4,6-Tribromophenol	90	42.4-130		%REC	218394	1	01/14/2016 18:19	YH
Surr: 2-Fluorobiphenyl	75	51.5-120		%REC	218394	1	01/14/2016 18:19	YH
Surr: 2-Fluorophenol	65.9	41.1-120		%REC	218394	1	01/14/2016 18:19	YH
Surr: 4-Terphenyl-d14	80.7	52.7-117		%REC	218394	1	01/14/2016 18:19	YH
Surr: Nitrobenzene-d5	84.4	41.4-120		%REC	218394	1	01/14/2016 18:19	YH
Surr: Phenol-d5	74.9	47.6-120		%REC	218394	1	01/14/2016 18:19	YH
TCL VOLATILE ORGANICS SW8260B					(SW5035)			
1,1,1-Trichloroethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,1,2,2-Tetrachloroethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,1,2-Trichloroethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,1-Dichloroethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,1-Dichloroethene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,2,4-Trichlorobenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG

Qualifiers:
 * Value exceeds maximum contaminant level
 BRL Below reporting limit
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 B Analyte detected in the associated method blank
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E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-003

Client Sample ID: B-2
Collection Date: 1/11/2016 2:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5035)				
1,2-Dibromo-3-chloropropane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,2-Dibromoethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,2-Dichlorobenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,2-Dichloroethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,2-Dichloropropane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,3-Dichlorobenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
1,4-Dichlorobenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
2-Butanone	BRL	75		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
2-Hexanone	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
4-Methyl-2-pentanone	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Acetone	BRL	150		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Benzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Bromodichloromethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Bromoform	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Bromomethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Carbon disulfide	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Carbon tetrachloride	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Chlorobenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Chloroethane	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Chloroform	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Chloromethane	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
cis-1,2-Dichloroethene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
cis-1,3-Dichloropropene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Cyclohexane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Dibromochloromethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Dichlorodifluoromethane	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Ethylbenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Freon-113	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Isopropylbenzene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
m,p-Xylene	14	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Methyl acetate	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Methyl tert-butyl ether	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Methylcyclohexane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Methylene chloride	BRL	30		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
o-Xylene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Styrene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Tetrachloroethene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Toluene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
trans-1,2-Dichloroethene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
trans-1,3-Dichloropropene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Trichloroethene	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG

Qualifiers: * Value exceeds maximum contaminant level
 BRL Below reporting limit
 H Holding times for preparation or analysis exceeded
 N Analyte not NELAC certified
 B Analyte detected in the associated method blank
 > Greater than Result value

E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-003

Client Sample ID: B-2
Collection Date: 1/11/2016 2:30:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5035)				
Trichlorofluoromethane	BRL	7.5		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Vinyl chloride	BRL	15		ug/Kg-dry	218333	1	01/12/2016 19:50	CG
Surr: 4-Bromofluorobenzene	89.6	70-128		%REC	218333	1	01/12/2016 19:50	CG
Surr: Dibromofluoromethane	107	78.2-128		%REC	218333	1	01/12/2016 19:50	CG
Surr: Toluene-d8	109	76.5-116		%REC	218333	1	01/12/2016 19:50	CG
POLYCHLORINATED BIPHENYLS SW8082A				(SW3550C)				
Aroclor 1016	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Aroclor 1221	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Aroclor 1232	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Aroclor 1242	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Aroclor 1248	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Aroclor 1254	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Aroclor 1260	BRL	48		ug/Kg-dry	218365	1	01/14/2016 15:18	SH
Surr: Decachlorobiphenyl	80.1	35.2-132		%REC	218365	1	01/14/2016 15:18	SH
Surr: Tetrachloro-m-xylene	83.1	35-128		%REC	218365	1	01/14/2016 15:18	SH
METALS, TOTAL SW6010C				(SW3050B)				
Arsenic	BRL	6.74		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
Barium	71.5	6.74		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
Cadmium	BRL	3.37		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
Chromium	BRL	3.37		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
Lead	10.4	6.74		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
Selenium	BRL	6.74		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
Silver	BRL	3.37		mg/Kg-dry	218303	1	01/12/2016 18:52	IO
PERCENT MOISTURE D2216								
Percent Moisture	30.0	0		wt%	R308333	1	01/15/2016 10:30	PF

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-004

Client Sample ID: B-3
Collection Date: 1/11/2016 3:00:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B (SW7471B)								
Mercury	BRL	0,108		mg/Kg-dry	218358	1	01/13/2016 12:14	JR
TCL-SEMIVOLATILE ORGANICS SW8270D (SW3550C)								
1,1'-Biphenyl	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,4,5-Trichlorophenol	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,4,6-Trichlorophenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,4-Dichlorophenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,4-Dimethylphenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,4-Dinitrophenol	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,4-Dinitrotoluene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2,6-Dinitrotoluene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2-Chloronaphthalene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2-Chlorophenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2-Methylnaphthalene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2-Methylphenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2-Nitroaniline	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
2-Nitrophenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
3,3'-Dichlorobenzidine	BRL	780		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
3-Nitroaniline	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4,6-Dinitro-2-methylphenol	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Bromophenyl phenyl ether	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Chloro-3-methylphenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Chloroaniline	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Chlorophenyl phenyl ether	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Methylphenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Nitroaniline	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
4-Nitrophenol	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Acenaphthene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Acenaphthylene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Acetophenone	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Anthracene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Atrazine	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Benz(a)anthracene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Benzaldehyde	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Benzo(a)pyrene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Benzo(b)fluoranthene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Benzo(g,h,i)perylene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Benzo(k)fluoranthene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Bis(2-chloroethoxy)methane	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Bis(2-chloroethyl)ether	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Bis(2-chloroisopropyl)ether	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH

Qualifiers:
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E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-004

Client Sample ID: B-3
Collection Date: 1/11/2016 3:00:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL-SEMIVOLATILE ORGANICS SW8270D		(SW3550C)						
Bis(2-ethylhexyl)phthalate	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Butyl benzyl phthalate	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Caprolactam	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Carbazole	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Chrysene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Di-n-butyl phthalate	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Di-n-octyl phthalate	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Dibenz(a,h)anthracene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Dibenzofuran	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Diethyl phthalate	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Dimethyl phthalate	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Fluoranthene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Fluorene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Hexachlorobenzene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Hexachlorobutadiene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Hexachlorocyclopentadiene	BRL	770		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Hexachloroethane	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Indeno(1,2,3-cd)pyrene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Isophorone	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
N-Nitrosodi-n-propylamine	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
N-Nitrosodiphenylamine	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Naphthalene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Nitrobenzene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Pentachlorophenol	BRL	2000		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Phenanthrene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Phenol	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Pyrene	BRL	380		ug/Kg-dry	218394	1	01/14/2016 18:47	YH
Surr: 2,4,6-Tribromophenol	82.2	42.4-130		%REC	218394	1	01/14/2016 18:47	YH
Surr: 2-Fluorobiphenyl	65.6	51.5-120		%REC	218394	1	01/14/2016 18:47	YH
Surr: 2-Fluorophenol	53.1	41.1-120		%REC	218394	1	01/14/2016 18:47	YH
Surr: 4-Terphenyl-d14	75.5	52.7-117		%REC	218394	1	01/14/2016 18:47	YH
Surr: Nitrobenzene-d5	70.3	41.4-120		%REC	218394	1	01/14/2016 18:47	YH
Surr: Phenol-d5	64.2	47.6-120		%REC	218394	1	01/14/2016 18:47	YH
TCL VOLATILE ORGANICS SW8260B		(SW5035)						
1,1,1-Trichloroethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,1,2,2-Tetrachloroethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,1,2-Trichloroethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,1-Dichloroethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,1-Dichloroethene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,2,4-Trichlorobenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
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- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-004

Client Sample ID: B-3
Collection Date: 1/11/2016 3:00:00 PM
Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5035)				
1,2-Dibromo-3-chloropropane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,2-Dibromoethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,2-Dichlorobenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,2-Dichloroethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,2-Dichloropropane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,3-Dichlorobenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
1,4-Dichlorobenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
2-Butanone	BRL	72		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
2-Hexanone	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
4-Methyl-2-pentanone	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Acetone	BRL	140		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Benzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Bromodichloromethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Bromoform	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Bromomethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Carbon disulfide	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Carbon tetrachloride	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Chlorobenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Chloroethane	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Chloroform	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Chloromethane	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
cis-1,2-Dichloroethene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
cis-1,3-Dichloropropene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Cyclohexane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Dibromochloromethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Dichlorodifluoromethane	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Ethylbenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Freon-113	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Isopropylbenzene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
m,p-Xylene	12	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Methyl acetate	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Methyl tert-butyl ether	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Methylcyclohexane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Methylene chloride	BRL	29		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
o-Xylene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Styrene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Tetrachloroethene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Toluene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
trans-1,2-Dichloroethene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
trans-1,3-Dichloropropene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Trichloroethene	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG

Qualifiers: * Value exceeds maximum contaminant level
 BRL Below reporting limit
 H Holding times for preparation or analysis exceeded
 N Analyte not NELAC certified
 B Analyte detected in the associated method blank
 > Greater than Result value

E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Lab ID: 1601663-004

Client Sample ID: B-3
 Collection Date: 1/11/2016 3:00:00 PM
 Matrix: Soil

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5035)				
Trichlorofluoromethane	BRL	7.2		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Vinyl chloride	BRL	14		ug/Kg-dry	218333	1	01/12/2016 20:16	CG
Surr: 4-Bromofluorobenzene	82	70-128		%REC	218333	1	01/12/2016 20:16	CG
Surr: Dibromofluoromethane	104	78.2-128		%REC	218333	1	01/12/2016 20:16	CG
Surr: Toluene-d8	106	76.5-116		%REC	218333	1	01/12/2016 20:16	CG
POLYCHLORINATED BIPHENYLS SW8082A				(SW3550C)				
Aroclor 1016	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Aroclor 1221	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Aroclor 1232	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Aroclor 1242	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Aroclor 1248	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Aroclor 1254	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Aroclor 1260	BRL	39		ug/Kg-dry	218365	1	01/14/2016 15:29	SH
Surr: Decachlorobiphenyl	84.7	35.2-132		%REC	218365	1	01/14/2016 15:29	SH
Surr: Tetrachloro-m-xylene	79.7	35-128		%REC	218365	1	01/14/2016 15:29	SH
METALS, TOTAL SW6010C				(SW3050B)				
Arsenic	BRL	5.79		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
Barium	83.7	5.79		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
Cadmium	BRL	2.90		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
Chromium	BRL	2.90		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
Lead	BRL	5.79		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
Selenium	BRL	5.79		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
Silver	BRL	2.90		mg/Kg-dry	218303	1	01/12/2016 18:00	IO
PERCENT MOISTURE D2216								
Percent Moisture	14.2	0		wt%	R308333	1	01/15/2016 10:30	PF

Qualifiers:

* Value exceeds maximum contaminant level
 BRL Below reporting limit
 H Holding times for preparation or analysis exceeded
 N Analyte not NELAC certified
 B Analyte detected in the associated method blank
 > Greater than Result value

E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
 NC Not confirmed
 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-005

Client Sample ID: TRIP BLANK
Collection Date: 1/11/2016
Matrix: Aqueous

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5030B)				
1,1,1-Trichloroethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,1,2,2-Tetrachloroethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,1,2-Trichloroethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,1-Dichloroethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,1-Dichloroethene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,2,4-Trichlorobenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,2-Dibromo-3-chloropropane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,2-Dibromoethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,2-Dichlorobenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,2-Dichloroethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,2-Dichloropropane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,3-Dichlorobenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
1,4-Dichlorobenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
2-Butanone	BRL	50		ug/L	218366	1	01/12/2016 23:24	CH
2-Hexanone	BRL	10		ug/L	218366	1	01/12/2016 23:24	CH
4-Methyl-2-pentanone	BRL	10		ug/L	218366	1	01/12/2016 23:24	CH
Acetone	BRL	50		ug/L	218366	1	01/12/2016 23:24	CH
Benzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Bromodichloromethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Bromoform	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Bromomethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Carbon disulfide	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Carbon tetrachloride	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Chlorobenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Chloroethane	BRL	10		ug/L	218366	1	01/12/2016 23:24	CH
Chloroform	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Chloromethane	BRL	10		ug/L	218366	1	01/12/2016 23:24	CH
cis-1,2-Dichloroethene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
cis-1,3-Dichloropropene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Cyclohexane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Dibromochloromethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Dichlorodifluoromethane	BRL	10		ug/L	218366	1	01/12/2016 23:24	CH
Ethylbenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Freon-113	BRL	10		ug/L	218366	1	01/12/2016 23:24	CH
Isopropylbenzene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
m,p-Xylene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Methyl acetate	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Methyl tert-butyl ether	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Methylcyclohexane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Methylene chloride	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
o-Xylene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc
Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Lab ID: 1601663-005

Client Sample ID: TRIP BLANK
Collection Date: 1/11/2016
Matrix: Aqueous

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TCL VOLATILE ORGANICS SW8260B				(SW5030B)				
Styrene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Tetrachloroethene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Toluene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
trans-1,2-Dichloroethene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
trans-1,3-Dichloropropene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Trichloroethene	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Trichlorofluoromethane	BRL	5.0		ug/L	218366	1	01/12/2016 23:24	CH
Vinyl chloride	BRL	2.0		ug/L	218366	1	01/12/2016 23:24	CH
Surr: 4-Bromofluorobenzene	86.5	70.7-125		%REC	218366	1	01/12/2016 23:24	CH
Surr: Dibromofluoromethane	103	82.2-120		%REC	218366	1	01/12/2016 23:24	CH
Surr: Toluene-d8	95.4	81.8-120		%REC	218366	1	01/12/2016 23:24	CH

Qualifiers:
 * Value exceeds maximum contaminant level
 BRL Below reporting limit
 H Holding times for preparation or analysis exceeded
 N Analyte not NELAC certified
 B Analyte detected in the associated method blank
 > Greater than Result value

E Estimated (value above quantitation range)
 S Spike Recovery outside limits due to matrix
 Narr See case narrative
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 < Less than Result value
 J Estimated value detected below Reporting Limit

Analytical Environmental Services, Inc.

Sample/Cooler Receipt Checklist

Client American Env.

Work Order Number 1601663

Checklist completed by [Signature] 1/11/16
Signature Date

Carrier name: FedEx ☐ UPS ☐ Courier ☐ Client ☒ US Mail ☐ Other ☐

Shipping container/cooler in good condition? Yes ☒ No ☐ Not Present ☐

Custody seals intact on shipping container/cooler? Yes ☒ No ☐ Not Present ☐

Custody seals intact on sample bottles? Yes ☒ No ☐ Not Present ☐

Container/Temp Blank temperature in compliance? ($0^{\circ} \leq 6^{\circ}C$) * Yes ☒ No ☐

Cooler #1 3.3 Cooler #2 ☐ Cooler #3 ☐ Cooler #4 ☐ Cooler #5 ☐ Cooler #6 ☐

Chain of custody present? Yes ☒ No ☐

Chain of custody signed when relinquished and received? Yes ☒ No ☐

Chain of custody agrees with sample labels? Yes ☒ No ☐

Samples in proper container/bottle? Yes ☒ No ☐

Sample containers intact? Yes ☒ No ☐

Sufficient sample volume for indicated test? Yes ☒ No ☐

All samples received within holding time? Yes ☒ No ☐

Was TAT marked on the COC? Yes ☒ No ☐

Proceed with Standard TAT as per project history? Yes ☐ No ☐ Not Applicable ☒

Water - VOA vials have zero headspace? No VOA vials submitted ☐ Yes ☒ No ☐

Water - pH acceptable upon receipt? Yes ☒ No ☐ Not Applicable ☐

Adjusted? ☐ Checked by AD

Sample Condition: Good ☒ Other(Explain) ☐

(For diffusive samples or AlHA lead) Is a known blank included? Yes ☐ No ☒

See Case Narrative for resolution of the Non-Conformance.

* Samples do not have to comply with the given range for certain parameters.

\\Aes_server\\Sample Receipt\\My Documents\\COCs and pH Adjustment Sheet\\Sample_Cooler_Recipt_Checklist_Rev1.rtf

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218200

Sample ID: MB-218200	Client ID:	METALS, TOTAL		SW6010C	Units: mg/L	Prep Date: 01/11/2016	Run No: 308061			
Sample Type: MBLK	TestCode:				BatchID: 218200	Analysis Date: 01/12/2016	Seq No: 6611784			
Analyte	Result	RPT Limit	SPK value	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Arsenic	BRL	0.0500								
Barium	BRL	0.0200								
Cadmium	BRL	0.0050								
Chromium	BRL	0.0100								
Lead	BRL	0.0100								
Selenium	BRL	0.0200								
Silver	BRL	0.0100								

Sample ID: LCS-218200	Client ID:			Units: mg/L	Prep Date: 01/11/2016	Run No: 308061				
Sample Type: LCS	TestCode:	METALS, TOTAL	SW6010C	BatchID: 218200	Analysis Date: 01/12/2016	Seq No: 6611785				
Analyte	Result	RPT Limit	SPK value	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Arsenic	1.036	0.0500	1.000	104	80	120				
Barium	1.031	0.0200	1.000	103	80	120				
Cadmium	1.037	0.0050	1.000	104	80	120				
Chromium	1.018	0.0100	1.000	102	80	120				
Lead	1.036	0.0100	1.000	104	80	120				
Selenium	1.031	0.0200	1.000	103	80	120				
Silver	0.1034	0.0100	0.1000	103	80	120				

Sample ID: 1601559-002BMS	Client ID:			Units: mg/L	Prep Date: 01/11/2016	Run No: 308061				
Sample Type: MS	Test Code:	METALS, TOTAL	SW6010C	BatchID: 218200	Analysis Date: 01/12/2016	Seq No: 6611787				
Analyte	Result	RPT Limit	SPK value	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Arsenic	1.006	0.0500	1.000	101	75	125				
Barium	1.089	0.0200	1.000	99.3	75	125				
Cadmium	1.008	0.0050	1.000	101	75	125				
Chromium	1.006	0.0100	1.000	101	75	125				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantization range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218200

Sample ID: 1601559-002BMS	Client ID:	Units: mg/L	Prep Date: 01/11/2016	Run No: 308061							
Sample type: MS	TestCode:	BatchID: 218200	Analysis Date: 01/12/2016	Seq No: 6611787							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
		METALS, TOTAL	SW6010C								

Lead	0.9993	0.0100	1.000		99.9	75	125				
Selenium	1.002	0.0200	1.000	0.01753	98.4	75	125				
Silver	0.1010	0.0100	0.1000		101	75	125				

Sample ID: 1601559-002BMSD	Client ID:	Units: mg/L	Prep Date: 01/11/2016	Run No: 308061							
Sample Type: MSD	TestCode:	BATCHID: 218200	Analysis Date: 01/12/2016	Seq No: 6611788							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual
		METALS, TOTAL	SW6010C								

Arsenic	1.018	0.0500	1.000		102	75	125	1.006	1.15	20	
Barium	1.102	0.0200	1.000	0.09583	101	75	125	1.089	1.22	20	
Cadmium	1.016	0.0050	1.000		102	75	125	1.008	0.821	20	
Chromium	1.015	0.0100	1.000	0.0006554	101	75	125	1.006	0.878	20	
Lead	1.008	0.0100	1.000		101	75	125	0.9993	0.824	20	
Selenium	1.034	0.0200	1.000	0.01753	102	75	125	1.002	3.15	20	
Silver	0.1021	0.0100	0.1000		102	75	125	0.1010	1.00	20	

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantization range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

Date: 18-Jan-16

ANALYTICAL QC SUMMARY REPORT

BatchID: 218303

Sample ID: MB-218303	Client ID:	METALS, TOTAL	SW6010C	Units: mg/Kg	Prep Date: 01/12/2016	Run No: 308162					
Sample Type: MBLK	TestCode:			BatchID: 218303	Analysis Date: 01/12/2016	Seq No: 6614435					
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Arsenic	BRL	5.00									
Barium	BRL	5.00									
Cadmium	BRL	2.50									
Chromium	BRL	2.50									
Lead	BRL	5.00									
Selenium	BRL	5.00									
Silver	BRL	2.50									

Sample ID: LCS-218303	Client ID:	METALS, TOTAL	SW6010C	Units: mg/Kg	Prep Date: 01/12/2016	Run No: 308162					
Sample Type: LCS	TestCode:			BatchID: 218303	Analysis Date: 01/12/2016	Seq No: 6614436					
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Arsenic	47.82	5.00	50.00		95.6	80	120				
Barium	49.75	5.00	50.00		99.5	80	120				
Cadmium	48.30	2.50	50.00		96.6	80	120				
Chromium	49.82	2.50	50.00	0.08380	99.5	80	120				
Lead	48.91	5.00	50.00		97.8	80	120				
Selenium	47.42	5.00	50.00		94.8	80	120				
Silver	4.866	2.50	5.000		97.3	80	120				

Sample ID: 1601663-004CMS	Client ID: B-3	METALS, TOTAL	SW6010C	Units: mg/Kg-dry	Prep Date: 01/12/2016	Run No: 308162					
SampleType: MS	TestCode:			BatchID: 218303	Analysis Date: 01/12/2016	Seq No: 6614438					
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Arsenic	50.68	5.79	57.90	0.4197	86.8	75	125				
Barium	122.2	5.79	57.90	83.75	66.4	75	125				
Cadmium	53.44	2.89	57.90		92.3	75	125				S
Chromium	54.69	2.89	57.90	1.850	91.3	75	125				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

Date: 18-Jan-16

ANALYTICAL QC SUMMARY REPORT

BatchID: 218303

Sample ID: 1601663-004CMS	Client ID: B-3	Units: mg/Kg-dry	Prep Date: 01/12/2016	Run No: 308162							
SampleType: MS	TestCode: METALS, TOTAL	BatchID: 218303	Analysis Date: 01/12/2016	Seq No: 6614438							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Lead	52.53	5.79	57.90	2.544	86.3	75	125				
Selenium	52.39	5.79	57.90		90.5	75	125				
Silver	5.455	2.89	5.790		94.2	75	125				

Sample ID: 1601663-004CMSD	Client ID: B-3	Units: mg/Kg-dry	Prep Date: 01/12/2016	Run No: 308162							
SampleType: MSD	TestCode: METALS, TOTAL	BatchID: 218303	Analysis Date: 01/12/2016	Seq No: 6614439							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Arsenic	51.37	5.79	57.92	0.4197	88.0	75	125	50.68	1.35	20	
Barium	121.0	5.79	57.92	83.75	64.3	75	125	122.2	1.02	20	S
Cadmium	53.33	2.90	57.92		92.1	75	125	53.44	0.218	20	
Chromium	54.73	2.90	57.92	1.850	91.3	75	125	54.69	0.089	20	
Lead	52.19	5.79	57.92	2.544	85.7	75	125	52.53	0.645	20	
Selenium	53.21	5.79	57.92		91.9	75	125	52.39	1.55	20	
Silver	5.428	2.90	5.792		93.7	75	125	5.455	0.499	20	

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218333

Sample ID: MB-218333	Client ID:	Units: ug/Kg	Prep Date: 01/12/2016	Run No: 308044							
Sample Type: MBLK	TestCode: TCL VOLATILE ORGANICS	BatchID: 218333	Analysis Date: 01/12/2016	Seq No: 6612329							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
1,1,1-Trichloroethane	BRL	5.0									
1,1,2,2-Tetrachloroethane	BRL	5.0									
1,1,2-Trichloroethane	BRL	5.0									
1,1-Dichloroethane	BRL	5.0									
1,1-Dichloroethene	BRL	5.0									
1,2,4-Trichlorobenzene	BRL	5.0									
1,2-Dibromo-3-chloropropane	BRL	5.0									
1,2-Dibromoethane	BRL	5.0									
1,2-Dichlorobenzene	BRL	5.0									
1,2-Dichloroethane	BRL	5.0									
1,2-Dichloropropane	BRL	5.0									
1,3-Dichlorobenzene	BRL	5.0									
1,4-Dichlorobenzene	BRL	5.0									
2-Butanone	BRL	50									
2-Hexanone	BRL	10									
4-Methyl-2-pentanone	BRL	10									
Acetone	BRL	100									
Benzene	BRL	5.0									
Bromodichloromethane	BRL	5.0									
Bromoform	BRL	5.0									
Bromomethane	BRL	5.0									
Carbon disulfide	BRL	10									
Carbon tetrachloride	BRL	5.0									
Chlorobenzene	BRL	5.0									
Chloroethane	BRL	10									
Chloroform	BRL	5.0									
Chloromethane	BRL	10									

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

Date: 18-Jan-16

ANALYTICAL QC SUMMARY REPORT

BatchID: 218333

Sample ID: MB-218333	Client ID:	Units: ug/Kg	Prep Date: 01/12/2016	Run No: 308044							
Sample Type: MBLK	TestCode: TCL VOLATILE ORGANICS SW8260B	BatchID: 218333	Analysis Date: 01/12/2016	Seq No: 6612329							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

cis-1,2-Dichloroethene	BRL	5.0									
cis-1,3-Dichloropropene	BRL	5.0									
Cyclohexane	BRL	5.0									
Dibromochloromethane	BRL	5.0									
Dichlorodifluoromethane	BRL	10									
Ethylbenzene	BRL	5.0									
Freon-113	BRL	10									
Isopropylbenzene	BRL	5.0									
m,p-Xylene	BRL	5.0									
Methyl acetate	BRL	5.0									
Methyl tert-butyl ether	BRL	5.0									
Methylcyclohexane	BRL	5.0									
Methylene chloride	BRL	20									
o-Xylene	BRL	5.0									
Styrene	BRL	5.0									
Tetrachloroethene	BRL	5.0									
Toluene	BRL	5.0									
trans-1,2-Dichloroethene	BRL	5.0									
trans-1,3-Dichloropropene	BRL	5.0									
Trichloroethene	BRL	5.0									
Trichlorofluoromethane	BRL	5.0									
Vinyl chloride	BRL	10									
Surr: 4-Bromofluorobenzene	43.71	0	50.00		87.4	70	128				
Surr: Dibromofluoromethane	50.92	0	50.00		102	78.2	128				
Surr: Toluene-d8	51.41	0	50.00		103	76.5	116				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218333

Sample ID: LCS-218333	Client ID:	Units: ug/Kg	Prep Date: 01/12/2016	Run No: 308044							
Sample Type: LCS	TestCode: TCLVOLATILE ORGANICS	BatchID: 218333	Analysis Date: 01/12/2016	Seq No: 6612356							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

1,1-Dichloroethene	66.68	5.0	50.00		133	69.9	145				
Benzene	56.26	5.0	50.00		113	72.3	130				
Chlorobenzene	58.02	5.0	50.00		116	69	130				
Toluene	59.88	5.0	50.00		120	71.1	130				
Trichloroethene	52.26	5.0	50.00		105	71.7	136				
Surr: 4-Bromofluorobenzene	42.36	0	50.00		84.7	70	128				
Surr: Dibromofluoromethane	48.95	0	50.00		97.9	78.2	128				
Surr: Toluene-d8	50.87	0	50.00		102	76.5	116				

Sample ID: 1601538-003AMS	Client ID:	Units: ug/Kg-dry	Prep Date: 01/12/2016	Run No: 308044							
Sample Type: MS	TestCode: TCL VOLATILE ORGANICS	BatchID: 218333	Analysis Date: 01/12/2016	Seq No: 6615325							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

1,1-Dichloroethene	67.58	5.9	59.43		114	56.6	151				
Benzene	59.64	5.9	59.43		100	70.4	130				
Chlorobenzene	60.49	5.9	59.43		102	67.5	132				
Toluene	61.42	5.9	59.43		103	70.4	130				
Trichloroethene	54.53	5.9	59.43		91.8	70.1	137				
Surr: 4-Bromofluorobenzene	50.75	0	59.43		85.4	70	128				
Surr: Dibromofluoromethane	57.49	0	59.43		96.7	78.2	128				
Surr: Toluene-d8	60.81	0	59.43		102	76.5	116				

Sample ID: 1601538-003AMSD	Client ID:	Units: ug/Kg-dry	Prep Date: 01/12/2016	Run No: 308044							
Sample Type: MSD	Test(Code: TCLVOLATILE ORGANICS	BatchID: 218333	Analysis Date: 01/12/2016	Seq No: 6615326							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

1,1-Dichloroethene	73.81	5.9	59.43		124	56.6	151	0	0	20.4	
Benzene	64.87	5.9	59.43		109	70.4	130	0	0	16.9	

Qualifiers: > Greater than Result value
 BRL Below reporting limit
 J Estimated value detected below Reporting Limit
 Rpt Lim Reporting Limit
 < Less than Result value
 E Estimated (value above quantitation range)
 N Analyte not NELAC certified
 S Spike Recovery outside limits due to matrix

B Analyte detected in the associated method blank
 H Holding times for preparation or analysis exceeded
 R RPD outside limits due to matrix

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc

Project Name: 121 W. Bankhead Hwy

Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218333

Sample ID: 1601538-003AMSD	Client ID:	Units: ug/Kg-dry		Prep Date:	Run No: 308044						
Sample Type: MSD	TestCode: MSD	TCL VOLATILE ORGANICS SW8260B		BatchID: 218333	Seq No: 6615326						
				Analysis Date: 01/12/2016							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
Chlorobenzene	66.32	5.9	59.43		112	67.5	132	0	0	14.6	
Toluene	66.91	5.9	59.43		113	70.4	130	0	0	16.6	
Trichloroethene	60.69	5.9	59.43		102	70.1	137	0	0	17	
Surr: 4-Bromofluorobenzene	49.53	0	59.43		83.3	70	128	0	0	0	
Surr: Dibromofluoromethane	56.83	0	59.43		95.6	78.2	128	0	0	0	
Surr: Toluene-d8	61.53	0	59.43		104	76.5	116	0	0	0	

Qualifiers:		>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded	
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix	
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix			

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Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc

Project Name: 121 W. Bankhead Hwy

Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218357

Sample ID: MB-218357	Client ID:	Units: mg/L	Prep Date: 01/13/2016	Run No: 308128							
Sample Type: MBLK	Test Code: Mercury, Total	BatchID: 218357	Analysis Date: 01/13/2016	Seq No: 6614717							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
Mercury	BRL										
										</	

0.00020

Sample ID: LCS-218357	Client ID:	Units: mg/L	Prep Date: 01/13/2016	Run No: 308128							
Sample Type: LCS	TestCode: Mercury, Total SW:7470A	BatchID: 218357	Analysis Date: 01/13/2016	Seq No: 6614718							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
Mercury	0.005196	0.00020	0.0050		104	80	120				

Sample ID: 1601663-002CMS	Client ID: B-1 GW	Units: mg/L	Prep Date: 01/13/2016	Run No: 308128							
Sample Type: MS	TestCode: Mercury, Total	BatchID: 218357	Analysis Date: 01/13/2016	Seq No: 6614720							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual
Mercury	0.005179	0.00020	0.0050	0.00005664	102	70	130				

Sample ID: 1601663-002CMSD	Client ID: B-1 GW	Units: mg/L	Prep Date: 01/13/2016	Run No: 308128							
Sample Type: MSD	TestCode: Mercury, Total	BatchID: 218357	Analysis Date: 01/13/2016	Seq No: 6614723							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual
Mercury	0.005202	0.00020	0.0050	0.00005664	103	70	130	0.005179	0.437	20	

Qualifiers:	A	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

Date: 18-Jan-16

ANALYTICAL QC SUMMARY REPORT

BatchID: 218358

Sample ID: MB-218358	Client ID:	Units: mg/Kg	Prep Date: 01/13/2016	Run No: 308126
Sample Type: MBLK	Test Code: TOTAL MERCURY	BatchID: 218358	Analysis Date: 01/13/2016	Seq No: 6614280
Analyte	Result	RPT Limit	SPK value	SPK Ref Val
Mercury	BRL	0.100		

Sample ID: LCS-218358	Client ID:	Units: mg/Kg	Prep Date: 01/13/2016	Run No: 308126
Sample Type: LCS	Test Code: TOTAL MERCURY	BatchID: 218358	Analysis Date: 01/13/2016	Seq No: 6614281
Analyte	Result	RPT Limit	SPK value	SPK Ref Val
Mercury	0.3832	0.100	0.4000	

Sample ID: 1601663-004CMS	Client ID: B-3	Units: mg/Kg-dry	Prep Date: 01/13/2016	Run No: 308126
Sample Type: MS	Test Code: TOTAL MERCURY	BatchID: 218358	Analysis Date: 01/13/2016	Seq No: 6614283
Analyte	Result	RPT Limit	SPK value	SPK Ref Val
Mercury	0.4141	0.108	0.4326	

Sample ID: 1601663-004CMSD	Client ID: B-3	Units: mg/Kg-dry	Prep Date: 01/13/2016	Run No: 308126
Sample Type: MSD	Test Code: TOTAL MERCURY	BatchID: 218358	Analysis Date: 01/13/2016	Seq No: 6614284
Analyte	Result	RPT Limit	SPK value	SPK Ref Val
Mercury	0.4178	0.110	0.4383	

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218365

Sample ID: MB-218365	Client ID:	Units: ug/Kg	Prep Date: 01/13/2016	Run No: 308283							
Sample Type: MBLK	TestCode: POLYCHLORINATED BIPHENYLS SW8082A	BatchID: 218365	Analysis Date: 01/13/2016	Seq No: 6616825							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Aroclor 1016	BRL	33									
Aroclor 1221	BRL	33									
Aroclor 1232	BRL	33									
Aroclor 1242	BRL	33									
Aroclor 1248	BRL	33									
Aroclor 1254	BRL	33									
Aroclor 1260	BRL	33									
Surr: Decachlorobiphenyl	16.12	0	16.67		96.7	35.2	132				
Surr: Tetrachloro-m-xylene	12.84	0	16.67		77.0	35	128				

Sample ID: LCS-218365	Client ID:	Units: ug/Kg	Prep Date: 01/13/2016	Run No: 308283							
Sample Type: LCS	TestCode: POLYCHLORINATED BIPHENYLS SW8082A	BatchID: 218365	Analysis Date: 01/13/2016	Seq No: 6616826							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Aroclor 1016	156.8	33	166.7		94.1	58.4	117				
Aroclor 1260	166.0	33	166.7		99.6	68.5	123				
Surr: Decachlorobiphenyl	15.89	0	16.67		95.3	35.2	132				
Surr: Tetrachloro-m-xylene	16.33	0	16.67		98.0	35	128				

Sample ID: 1601663-004BMS	Client ID: B-3	Units: ug/Kg-dry	Prep Date: 01/13/2016	Run No: 308379							
SampleType: MS	TestCode: POLYCHLORINATED BIPHENYLS SW8082A	BatchID: 218365	Analysis Date: 01/14/2016	Seq No: 6618586							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Aroclor 1016	192.3	39	194.3		99.0	43.1	130				
Aroclor 1260	182.4	39	194.3		93.9	51.7	130				
Surr: Decachlorobiphenyl	16.83	0	19.43		86.6	35.2	132				
Surr: Tetrachloro-m-xylene	16.77	0	19.43		86.3	35	128				

Qualifiers:	A	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218365

Sample ID: 1601663-004BMSD		Client ID: B-3		Units: ug/Kg-dry		Prep Date: 01/13/2016		Run No: 308379			
Sample Type: MSD		Test Code: POLYCHLORINATED BIPHENYLS		BatchID: 218365		Analysis Date: 01/14/2016		Seq No: 6618587			
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
Aroclor 1016	192.1	39	194.3		98.9	43.1	130	192.3	0.099	28.3	
Aroclor 1260	191.1	39	194.3		98.3	51.7	130	182.4	4.65	22.2	
Surr: Decachlorobiphenyl	18.10	0	19.43		93.1	35.2	132	16.83	0	0	
Surr: Tetrachloro-m-xylene	16.53	0	19.43		85.1	35	128	16.77	0	0	

Qualifiers:		>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL	Below reporting limit			E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J	Estimated value detected below Reporting Limit			N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim	Reporting Limit			S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218366

Sample ID: MB-218366	Client ID:	Units: ug/L	Prep Date: 01/12/2016	Run No: 308102							
Sample Type: MBLK	Test Code: TCL VOLATILE ORGANICS	BatchID: 218366	Analysis Date: 01/12/2016	Seq No: 6613161							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

1,1,1-Trichloroethane	BRL	5.0									
1,1,2,2-Tetrachloroethane	BRL	5.0									
1,1,2-Trichloroethane	BRL	5.0									
1,1-Dichloroethane	BRL	5.0									
1,1-Dichloroethene	BRL	5.0									
1,2,4-Trichlorobenzene	BRL	5.0									
1,2-Dibromo-3-chloropropane	BRL	5.0									
1,2-Dibromoethane	BRL	5.0									
1,2-Dichlorobenzene	BRL	5.0									
1,2-Dichloroethane	BRL	5.0									
1,2-Dichloropropane	BRL	5.0									
1,3-Dichlorobenzene	BRL	5.0									
1,4-Dichlorobenzene	BRL	5.0									
2-Butanone	BRL	50									
2-Hexanone	BRL	10									
4-Methyl-2-pentanone	BRL	10									
Acetone	BRL	50									
Benzene	BRL	5.0									
Bromodichloromethane	BRL	5.0									
Bromoform	BRL	5.0									
Bromomethane	BRL	5.0									
Carbon disulfide	BRL	5.0									
Carbon tetrachloride	BRL	5.0									
Chlorobenzene	BRL	5.0									
Chloroethane	BRL	10									
Chloroform	BRL	5.0									
Chloromethane	BRL	10									

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
		Rpt Lim Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218366

Sample ID: MB-218366	Client ID:	Units: ug/L	Prep Date: 01/12/2016	Run No: 308102							
Sample Type: MBLK	TestCode: TCL VOLATILE ORGANICS SW8260B	BatchID: 218366	Analysis Date: 01/12/2016	Seq No: 6613161							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

cis-1,2-Dichloroethene	BRL	5.0									
cis-1,3-Dichloropropene	BRL	5.0									
Cyclohexane	BRL	5.0									
Dibromochloromethane	BRL	5.0									
Dichlorodifluoromethane	BRL	10									
Ethylbenzene	BRL	5.0									
Freon-113	BRL	10									
Isopropylbenzene	BRL	5.0									
m,p-Xylene	BRL	5.0									
Methyl acetate	BRL	5.0									
Methyl tert-butyl ether	BRL	5.0									
Methylcyclohexane	BRL	5.0									
Methylene chloride	BRL	5.0									
o-Xylene	BRL	5.0									
Styrene	BRL	5.0									
Tetrachloroethene	BRL	5.0									
Toluene	BRL	5.0									
trans-1,2-Dichloroethene	BRL	5.0									
trans-1,3-Dichloropropene	BRL	5.0									
Trichloroethene	BRL	5.0									
Trichlorofluoromethane	BRL	5.0									
Vinyl chloride	BRL	2.0									
Surr: 4-Bromofluorobenzene	42.05	0	50.00		84.1	70.7	125				
Surr: Dibromofluoromethane	52.03	0	50.00		104	82.2	120				
Surr: Toluene-d8	48.06	0	50.00		96.1	81.8	120				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc

Project Name: 121 W. Bankhead Hwy

Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218366

Sample ID: LCS-218366	Client ID:	Units: ug/L	Prep Date: 01/12/2016	Run No: 308102							
Sample Type: LCS	TestCode: TCL VOLATILE ORGANICS SW8260B	BatchID: 218366	Analysis Date: 01/12/2016	Seq No: 6613160							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

1,1-Dichloroethene	43.72	5.0	50.00		87.4	65.3	137				
Benzene	47.32	5.0	50.00		94.6	74.9	123				
Chlorobenzene	48.80	5.0	50.00		97.6	73.9	124				
Toluene	45.24	5.0	50.00		90.5	75	124				
Trichloroethene	44.81	5.0	50.00		89.6	73.1	128				
Surr: 4-Bromofluorobenzene	43.87	0	50.00		87.7	70.7	125				
Surr: Dibromofluoromethane	47.67	0	50.00		95.3	82.2	120				
Surr: Toluene-d8	47.83	0	50.00		95.7	81.8	120				

Sample ID: 1601333-002AMS	Client ID:	Units: ug/L	Prep Date: 01/12/2016	Run No: 308102							
Sample Type: MS	TestCode: TCL VOLATILE ORGANICS SW8260B	BatchID: 218366	Analysis Date: 01/12/2016	Seq No: 6613206							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

1,1-Dichloroethene	61.87	5.0	50.00		124	60	150				
Benzene	58.94	5.0	50.00		118	70.1	132				
Chlorobenzene	248.0	5.0	50.00	179.2	138	70.9	131				SE
Toluene	59.47	5.0	50.00	4.750	109	70.1	133				
Trichloroethene	54.93	5.0	50.00		110	70	136				
Surr: 4-Bromofluorobenzene	47.07	0	50.00		94.1	70.7	125				
Surr: Dibromofluoromethane	52.31	0	50.00		105	82.2	120				
Surr: Toluene-d8	50.51	0	50.00		101	81.8	120				

Sample ID: 1601333-002AMSD	Client ID:	Units: ug/L	Prep Date: 01/12/2016	Run No: 308102							
Sample Type: MSD	TestCode: TCL VOLATILE ORGANICS SW8260B	BatchID: 218366	Analysis Date: 01/12/2016	Seq No: 6613207							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

1,1-Dichloroethene	60.44	5.0	50.00		121	60	150	61.87	2.34	17.7	
Benzene	55.64	5.0	50.00		111	70.1	132	58.94	5.76	20	

Qualifiers:

> Greater than Result value

BRL Below reporting limit

J Estimated value detected below Reporting Limit

Rpt Lim Reporting Limit

< Less than Result value

E Estimated (value above quantization range)

N Analyte not NELAC certified

S Spike Recovery outside limits due to matrix

B Analyte detected in the associated method blank

H Holding times for preparation or analysis exceeded

R RPD outside limits due to matrix

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218366

Sample ID: 1601333-002AMSD		Client ID:		Units: ug/L		Prep Date: 01/12/2016		Run No: 308102			
SampleType: MSD		TestCode: MSD		BatchID: 218366		Analysis Date: 01/12/2016		Seq No: 6613207			
		TCL VOLATILE ORGANICS		SW8260B							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
Chlorobenzene	221.1	5.0	50.00	179.2	83.9	70.9	131	248.0	11.5	20	E
Toluene	57.11	5.0	50.00	4.750	105	70.1	133	59.47	4.05	20	
Trichloroethene	52.38	5.0	50.00		105	70	136	54.93	4.75	20	
Surr: 4-Bromofluorobenzene	46.81	0	50.00		93.6	70.7	125	47.07	0	0	
Surr: Dibromofluoromethane	53.98	0	50.00		108	82.2	120	52.31	0	0	
Surr: Toluene-d8	52.58	0	50.00		105	81.8	120	50.51	0	0	

Qualifiers:		<		Less than Result value		B		Analyte detected in the associated method blank	
>		Greater than Result value		E		Estimated (value above quantization range)		H	
BRL		Below reporting limit		N		Analyte not NELAC certified		R	
J		Estimated value detected below Reporting Limit		S		Spike Recovery outside limits due to matrix			
Rpt Lim		Reporting Limit							

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218386

Sample ID: MB-218386	Client ID:	Units: ug/L										Prep Date: 01/14/2016	Run No: 308270	
Sample Type: MBLK	TestCode:	TCL-SEMI-VOLATILE ORGANICS SW8270D										BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6616831
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual			
1,1'-Biphenyl	BRL	10												
2,4,5-Trichlorophenol	BRL	25												
2,4,6-Trichlorophenol	BRL	10												
2,4-Dichlorophenol	BRL	10												
2,4-Dimethylphenol	BRL	10												
2,4-Dinitrophenol	BRL	25												
2,4-Dinitrotoluene	BRL	10												
2,6-Dinitrotoluene	BRL	10												
2-Chloronaphthalene	BRL	10												
2-Chlorophenol	BRL	10												
2-Methylnaphthalene	BRL	10												
2-Methylphenol	BRL	10												
2-Nitroaniline	BRL	25												
2-Nitrophenol	BRL	10												
3,3'-Dichlorobenzidine	BRL	10												
3-Nitroaniline	BRL	25												
4,6-Dinitro-2-methylphenol	BRL	25												
4-Bromophenyl phenyl ether	BRL	10												
4-Chloro-3-methylphenol	BRL	10												
4-Chloroaniline	BRL	10												
4-Chlorophenyl phenyl ether	BRL	10												
4-Methylphenol	BRL	10												
4-Nitroaniline	BRL	25												
4-Nitrophenol	BRL	25												
Acenaphthene	BRL	10												
Acenaphthylene	BRL	10												
Acetophenone	BRL	10												

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218386

Sample ID: MB-218386	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308270							
Sample type: MBLK	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6616831							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Anthracene	BRL	10									
Atrazine	BRL	10									
Benz(a)anthracene	BRL	10									
Benzaldehyde	BRL	10									
Benzo(a)pyrene	BRL	10									
Benzo(b)fluoranthene	BRL	10									
Benzo(g,h,i)perylene	BRL	10									
Benzo(k)fluoranthene	BRL	10									
Bis(2-chloroethoxy)methane	BRL	10									
Bis(2-chloroethyl)ether	BRL	10									
Bis(2-chloroisopropyl)ether	BRL	10									
Bis(2-ethylhexyl)phthalate	BRL	10									
Butyl benzyl phthalate	BRL	10									
Caprolactam	BRL	10									
Carbazole	BRL	10									
Chrysene	BRL	10									
Di-n-butyl phthalate	BRL	10									
Di-n-octyl phthalate	BRL	10									
Dibenz(a,h)anthracene	BRL	10									
Dibenzofuran	BRL	10									
Diethyl phthalate	BRL	10									
Dimethyl phthalate	BRL	10									
Fluoranthene	BRL	10									
Fluorene	BRL	10									
Hexachlorobenzene	BRL	10									
Hexachlorobutadiene	BRL	10									
Hexachlorocyclopentadiene	BRL	10									

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218386

Sample ID: MB-218386	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308270							
Sample Type: MBLK	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6616831							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Hexachloroethane	BRL	10									
Indeno(1,2,3-cd)pyrene	BRL	10									
Isophorone	BRL	10									
N-Nitrosodi-n-propylamine	BRL	10									
N-Nitrosodiphenylamine	BRL	10									
Naphthalene	BRL	10									
Nitrobenzene	BRL	10									
Pentachlorophenol	BRL	25									
Phenanthrene	BRL	10									
Phenol	BRL	10									
Pyrene	BRL	10									
Surr: 2,4,6-Tribromophenol	82.74	0	100.0		82.7	51.5	141				
Surr: 2-Fluorobiphenyl	37.78	0	50.00		75.6	50.8	122				
Surr: 2-Fluorophenol	42.64	0	100.0		42.6	28.1	120				
Surr: 4-Terphenyl-d14	38.87	0	50.00		77.7	47.2	131				
Surr: Nitrobenzene-d5	34.89	0	50.00		69.8	42.1	124				
Surr: Phenol-d5	25.42	0	100.0		25.4	16	120				

Sample ID: LCS-218386	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308270							
Sample Type: LCS	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6616909							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

2,4-Dinitrotoluene	80.00	10	100.0		80.0	71.3	129				
2-Chlorophenol	70.02	10	100.0		70.0	58.1	120				
4-Chloro-3-methylphenol	75.77	10	100.0		75.8	69.2	123				
4-Nitrophenol	26.58	25	100.0		26.6	20.2	120				
Acenaphthene	78.89	10	100.0		78.9	71.5	120				
N-Nitrosodi-n-propylamine	79.28	10	100.0		79.3	68.8	134				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

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Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218386

Sample ID: LCS-218386	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308270							
Sample type: LCS	TestCode: TCL-SEMIVOLATILE ORGANICS SW8270D	BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6616909							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Pentachlorophenol	52.82	25	100.0		52.8	50.5	130				
Phenol	27.14	10	100.0		27.1	27	120				
Pyrene	87.97	10	100.0		88.0	71.1	133				
Surr: 2,4,6-Tribromophenol	91.30	0	100.0		91.3	51.5	141				
Surr: 2-Fluorobiphenyl	42.03	0	50.00		84.1	50.8	122				
Surr: 2-Fluorophenol	46.61	0	100.0		46.6	28.1	120				
Surr: 4-Terphenyl-d14	43.97	0	50.00		87.9	47.2	131				
Surr: Nitrobenzene-d5	38.05	0	50.00		76.1	42.1	124				
Surr: Phenol-d5	28.39	0	100.0		28.4	16	120				

Sample ID: 1601759-002CMS	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308270							
Sample Type: MS	TestCode: TCL-SEMIVOLATILE ORGANICS SW8270D	BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6619238							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

2,4-Dinitrotoluene	77.72	10	100.0		77.7	51.4	126				
2-Chlorophenol	70.67	10	100.0		70.7	49.6	120				
4-Chloro-3-methylphenol	77.93	10	100.0		77.9	50.7	130				
4-Nitrophenol	41.44	25	100.0		41.4	20.2	120				
Acenaphthene	74.18	10	100.0		74.2	49.2	123				
N-Nitrosodi-n-propylamine	79.17	10	100.0		79.2	49	135				
Pentachlorophenol	75.29	25	100.0		75.3	41.5	131				
Phenol	46.36	10	100.0	7.620	38.7	30.6	120				
Pyrene	78.85	10	100.0		78.8	50.5	130				
Surr: 2,4,6-Tribromophenol	84.77	0	100.0		84.8	51.5	141				
Surr: 2-Fluorobiphenyl	37.16	0	50.00		74.3	50.8	122				
Surr: 2-Fluorophenol	55.45	0	100.0		55.4	28.1	120				
Surr: 4-Terphenyl-d14	36.72	0	50.00		73.4	47.2	131				
Surr: Nitrobenzene-d5	35.81	0	50.00		71.6	42.1	124				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL	Below reporting limit		E	Estimated (value above quantization range)	H	Holding times for preparation or analysis exceeded
J	Estimated value detected below Reporting Limit		N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim	Reporting Limit		S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218386

Sample ID: 1601759-002CMS	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308270							
Sample Type: MS	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218386	Analysis Date: 01/14/2016	Seq No: 6619238							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual
Surr: Phenol-d5	41.68	0	100.0		41.7	16	120				

Sample ID: 1601759-002CMSD	Client ID:	Units: ug/L		Prep Date:	01/14/2016	Run No: 308270					
Sample Type: MSD	TestCode:	TCL-SEMIVOLATILE ORGANICS	SW8270D	Analysis Date:	01/14/2016	Seq No: 6619239					
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
2,4-Dinitrotoluene	76.97	10	100.0		77.0	51.4	126	77.72	0.970	29.2	
2-Chlorophenol	71.46	10	100.0		71.5	49.6	120	70.67	1.11	28.2	
4-Chloro-3-methylphenol	79.78	10	100.0		79.8	50.7	130	77.93	2.35	29.7	
4-Nitrophenol	40.14	25	100.0		40.1	20.2	120	41.44	3.19	38.6	
Acenaphthene	75.09	10	100.0		75.1	49.2	123	74.18	1.22	29.3	
N-Nitrosodi-n-propylamine	80.29	10	100.0		80.3	49	135	79.17	1.40	37.6	
Pentachlorophenol	74.31	25	100.0		74.3	41.5	131	75.29	1.31	33.5	
Phenol	47.49	10	100.0	7.620	39.9	30.6	120	46.36	2.41	36.3	
Pyrene	78.78	10	100.0		78.8	50.5	130	78.85	0.089	27.3	
Surr: 2,4,6-Tribromophenol	90.63	0	100.0		90.6	51.5	141	84.77	0	0	
Surr: 2-Fluorobiphenyl	40.50	0	50.00		81.0	50.8	122	37.16	0	0	
Surr: 2-Fluorophenol	58.72	0	100.0		58.7	28.1	120	55.45	0	0	
Surr: 4-Terphenyl-d14	40.49	0	50.00		81.0	47.2	131	36.72	0	0	
Surr: Nitrobenzene-d5	39.02	0	50.00		78.0	42.1	124	35.81	0	0	
Surr: Phenol-d5	44.18	0	100.0		44.2	16	120	41.68	0	0	

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

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Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218388

Sample ID: MB-218388	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308392							
Sample Type: MBLK	TestCode: POLYCHLORINATED BIPHENYLS	BatchID: 218388	Analysis Date: 01/14/2016	Seq No: 6619244							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Aroclor 1016 BRL 0.50

Aroclor 1221 BRL 0.50

Aroclor 1232 BRL 0.50

Aroclor 1242 BRL 0.50

Aroclor 1248 BRL 0.50

Aroclor 1254 BRL 0.50

Aroclor 1260 BRL 0.50

Surr: Decachlorobiphenyl 0.3635 0 0.5000

Surr: Tetrachloro-m-xylene 0.4075 0 0.5000

72.7 20.2 121

81.5 29.3 126

Sample ID: LCS-218388	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308392							
Sample Type: LCS	TestCode: POLYCHLORINATED BIPHENYLS	BatchID: 218388	Analysis Date: 01/14/2016	Seq No: 6619245							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Aroclor 1016 4.165 0.50 5.000

Aroclor 1260 4.017 0.50 5.000

Surr: Decachlorobiphenyl 0.2471 0 0.5000

Surr: Tetrachloro-m-xylene 0.4114 0 0.5000

83.3 58.6 122

80.3 62.9 130

49.4 20.2 121

82.3 29.3 126

Sample ID: 1601759-001CMS	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308392							
Sample Type: MS	TestCode: POLYCHLORINATED BIPHENYLS	BatchID: 218388	Analysis Date: 01/14/2016	Seq No: 6619250							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

Aroclor 1016 4.607 0.50 5.000

Aroclor 1260 2.023 0.50 5.000

Surr: Decachlorobiphenyl 0.09500 0 0.5000

Surr: Tetrachloro-m-xylene 0.4251 0 0.5000

92.1 45.2 129

40.5 50.8 124

19.0 20.2 121

85.0 29.3 126

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218388

Sample ID: 1601759-001CMSD	Client ID:	Units: ug/L	Prep Date: 01/14/2016	Run No: 308392							
Sample Type: MSD	Test Code: POLYCHLORINATED BIPHENYLS SW8082A	Batch ID: 218388	Analysis Date: 01/14/2016	Seq No: 6619251							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual
Aroclor 1016	3.809	0.50	5.000		76.2	45.2	129	4.607	19.0	20.2	
Aroclor 1260	1.611	0.50	5.000		32.2	50.8	124	2.023	22.7	21.6	SR
Surr: Decachlorobiphenyl	0.07133	0	0.5000		14.3	20.2	121	0.09500	0	0	S
Surr: Tetrachloro-m-xylene	0.3740	0	0.5000		74.8	29.3	126	0.4251	0	0	

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
Project Name: 121 W. Bankhead Hwy
Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218394

Sample ID: MB-218394	Client ID:	Units: ug/Kg	Prep Date: 01/14/2016	Run No: 308272							
Sample type: MBLK	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617731							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

1,1'-Biphenyl	BRL	330									
2,4,5-Trichlorophenol	BRL	1700									
2,4,6-Trichlorophenol	BRL	330									
2,4-Dichlorophenol	BRL	330									
2,4-Dimethylphenol	BRL	330									
2,4-Dinitrophenol	BRL	1700									
2,4-Dinitrotoluene	BRL	330									
2,6-Dinitrotoluene	BRL	330									
2-Chloronaphthalene	BRL	330									
2-Chlorophenol	BRL	330									
2-Methylnaphthalene	BRL	330									
2-Methylphenol	BRL	330									
2-Nitroaniline	BRL	1700									
2-Nitrophenol	BRL	330									
3,3'-Dichlorobenzidine	BRL	670									
3-Nitroaniline	BRL	1700									
4,6-Dinitro-2-methylphenol	BRL	1700									
4-Bromophenyl phenyl ether	BRL	330									
4-Chloro-3-methylphenol	BRL	330									
4-Chloroaniline	BRL	330									
4-Chlorophenyl phenyl ether	BRL	330									
4-Methylphenol	BRL	330									
4-Nitroaniline	BRL	1700									
4-Nitrophenol	BRL	1700									
Acenaphthene	BRL	330									
Acenaphthylene	BRL	330									
Acetophenone	BRL	330									

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc

Project Name: 121 W. Bankhead Hwy

Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218394

Sample ID: MB-218394		Client ID:		Units: ug/Kg		Prep Date: 01/14/2016		Run No: 308272			
Sample Type: MBLK		Test Code: TCL-SEMIVOLATILE ORGANICS		BatchID: 218394		Analysis Date: 01/14/2016		Seq No: 6617731			
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual
Anthracene	BRL	330									
Atrazine	BRL	330									
Benz(a)anthracene	BRL	330									
Benzaldehyde	BRL	330									
Benzo(a)pyrene	BRL	330									
Benzo(b)fluoranthene	BRL	330									
Benzo(g,h,i)perylene	BRL	330									
Benzo(k)fluoranthene	BRL	330									
Bis(2-chloroethoxy)methane	BRL	330									
Bis(2-chloroethyl)ether	BRL	330									
Bis(2-chloroisopropyl)ether	BRL	330									
Bis(2-ethylhexyl)phthalate	BRL	330									
Butyl benzyl phthalate	BRL	330									
Caprolactam	BRL	330									
Carbazole	BRL	330									
Chrysene	BRL	330									
Di-n-butyl phthalate	BRL	330									
Di-n-octyl phthalate	BRL	330									
Dibenz(a,h)anthracene	BRL	330									
Dibenzofuran	BRL	330									
Diethyl phthalate	BRL	330									
Dimethyl phthalate	BRL	330									
Fluoranthene	BRL	330									
Fluorene	BRL	330									
Hexachlorobenzene	BRL	330									
Hexachlorobutadiene	BRL	330									
Hexachlorocyclopentadiene	BRL	660									

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc

Project Name: 121 W. Bankhead Hwy

Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218394

Sample ID: MB-218394	Client ID:										
Sample Type: MBLK	TestCode:	TCL-SEMIVOLATILE ORGANICS	SW8270D	Units: ug/Kg	Prep Date: 01/14/2016	Run No: 308272					
				BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617731					
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Hexachloroethane	BRL	330									
Indeno(1,2,3-cd)pyrene	BRL	330									
Isophorone	BRL	330									
N-Nitrosodi-n-propylamine	BRL	330									
N-Nitrosodiphenylamine	BRL	330									
Naphthalene	BRL	330									
Nitrobenzene	BRL	330									
Pentachlorophenol	BRL	1700									
Phenanthrene	BRL	330									
Phenol	BRL	330									
Pyrene	BRL	330									
Surr: 2,4,6-Tribromophenol	3439	0	3333			103	42.4			130	
Surr: 2-Fluorobiphenyl	1599	0	1667			96.0	51.5			120	
Surr: 2-Fluorophenol	2920	0	3333			87.6	41.1			120	
Surr: 4-Terphenyl-d14	1764	0	1667			106	52.7			117	
Surr: Nitrobenzene-d5	1458	0	1667			87.5	41.4			120	
Surr: Phenol-d5	3040	0	3333			91.2	47.6			120	

Sample ID: LCS-218394	Client ID:										
Sample Type: LCS	TestCode: TCL-SEMIVOLATILE ORGANICS	SW8270D	Units: ug/Kg	Prep Date: 01/14/2016	Run No: 308272						
			BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617732						
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

2,4-Dinitrotoluene	3096	330	3333			92.9	64.8			117	
2-Chlorophenol	3078	330	3333			92.3	61.7			120	
4-Chloro-3-methylphenol	3041	330	3333			91.2	63.7			119	
4-Nitrophenol	2581	1700	3333			77.4	40.1			122	
Acenaphthene	3177	330	3333			95.3	69.6			120	
N-Nitrosodi-n-propylamine	3230	330	3333			96.9	61.5			132	

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL		Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J		Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim		Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc
 Project Name: 121 W. Bankhead Hwy
 Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218394

Sample ID: LCS-218394	Client ID:	Units: ug/Kg	Prep Date: 01/14/2016	Run No: 308272							
Sample Type: LCS	Test Code: TCL-SEMIVOLATILE ORGANICS	BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617732							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Pentachlorophenol	2307	1700	3333		69.2	40.2	121				
Phenol	2879	330	3333		86.4	52.8	120				
Pyrene	3427	330	3333		103	64	124				
Surr: 2,4,6-Tribromophenol	3519	0	3333		106	42.4	130				
Surr: 2-Fluorobiphenyl	1653	0	1667		99.2	51.5	120				
Surr: 2-Fluorophenol	3060	0	3333		91.8	41.1	120				
Surr: 4-Terphenyl-d14	1738	0	1667		104	52.7	117				
Surr: Nitrobenzene-d5	1546	0	1667		92.8	41.4	120				
Surr: Phenol-d5	3128	0	3333		93.8	47.6	120				

Sample ID: 1601663-001BMS	Client ID: B-1	Units: ug/Kg-dry	Prep Date: 01/14/2016	Run No: 308265							
Sample Type: MS	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617759							
Analyte	Result	RPT Limit	SPK value	SPK RefVal	%REC	Low Limit	High Limit	RPD RefVal	%RPD	RPD Limit	Qual

2,4-Dinitrotoluene	4123	470	4744		86.9	49.2	120				
2-Chlorophenol	3996	470	4744		84.2	51.7	120				
4-Chloro-3-methylphenol	4766	470	4744		100	52.9	120				
4-Nitrophenol	4367	2400	4744		92.1	30.8	120				
Acenaphthene	4324	470	4744		91.2	52.2	120				
N-Nitrosodi-n-propylamine	5086	470	4744		107	51.7	125				
Pentachlorophenol	4510	2400	4744		95.1	39.4	120				
Phenol	3809	470	4744		80.3	45.4	120				
Pyrene	4553	470	4744		96.0	49.1	120				
Surr: 2,4,6-Tribromophenol	5641	0	4744		119	42.4	130				
Surr: 2-Fluorobiphenyl	2249	0	2372		94.8	51.5	120				
Surr: 2-Fluorophenol	4125	0	4744		87.0	41.1	120				
Surr: 4-Terphenyl-d14	2466	0	2372		104	52.7	117				
Surr: Nitrobenzene-d5	2600	0	2372		110	41.4	120				

Qualifiers:	>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
	BRL	Below reporting limit	E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
	J	Estimated value detected below Reporting Limit	N	Analyte not NELAC certified	R	RPD outside limits due to matrix
	Rpt Lim	Reporting Limit	S	Spike Recovery outside limits due to matrix		

Analytical Environmental Services, Inc

Date: 18-Jan-16

Client: American Environmental & Construction Services Inc

Project Name: 121 W. Bankhead Hwy

Workorder: 1601663

ANALYTICAL QC SUMMARY REPORT

BatchID: 218394

Sample ID: 1601663-001BMS	Client ID: B-1	Units: ug/Kg-dry	Prep Date: 01/14/2016	Run No: 308265							
Sample Type: MS	Test Code: TCL-SEMIVOLATILE ORGANICS	BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617759							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

Sample ID: 1601663-001BMSD	Client ID: B-1	Units: ug/Kg-dry	Prep Date: 01/14/2016	Run No: 308265							
Sample Type: MSD	TestCode: TCL-SEMIVOLATILE ORGANICS	BatchID: 218394	Analysis Date: 01/14/2016	Seq No: 6617760							
Analyte	Result	RPT Limit	SPK value	SPK Ref Val	%REC	Low Limit	High Limit	RPD Ref Val	%RPD	RPD Limit	Qual

2,4-Dinitrotoluene	4100	470	4744		86.4	49.2	120	4123	0.542	23.4	
2-Chlorophenol	3932	470	4744		82.9	51.7	120	3996	1.63	29.9	
4-Chloro-3-methylphenol	4548	470	4744		95.9	52.9	120	4766	4.68	45.7	
4-Nitrophenol	4057	2400	4744		85.5	30.8	120	4367	7.35	30.8	
Acenaphthene	4172	470	4744		87.9	52.2	120	4324	3.58	24.4	
N-Nitrosodi-n-propylamine	4804	470	4744		101	51.7	125	5086	5.70	19.7	
Pentachlorophenol	3960	2400	4744		83.5	39.4	120	4510	13.0	26.5	
Phenol	3738	470	4744		78.8	45.4	120	3809	1.89	20.7	
Pyrene	4233	470	4744		89.2	49.1	120	4553	7.28	33.4	
Surr: 2,4,6-Tribromophenol	5208	0	4744		110	42.4	130	5641	0	0	
Surr: 2-Fluorobiphenyl	2229	0	2372		94.0	51.5	120	2249	0	0	
Surr: 2-Fluorophenol	3947	0	4744		83.2	41.1	120	4125	0	0	
Surr: 4-Terphenyl-d14	2317	0	2372		97.7	52.7	117	2466	0	0	
Surr: Nitrobenzene-d5	2508	0	2372		106	41.4	120	2600	0	0	
Surr: Phenol-d5	4276	0	4744		90.1	47.6	120	4434	0	0	

Qualifiers:		>	Greater than Result value	<	Less than Result value	B	Analyte detected in the associated method blank
BRL	Below reporting limit			E	Estimated (value above quantitation range)	H	Holding times for preparation or analysis exceeded
J	Estimated value detected below Reporting Limit			N	Analyte not NELAC certified	R	RPD outside limits due to matrix
Rpt Lim	Reporting Limit			S	Spike Recovery outside limits due to matrix		

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Appendix C

Boring Logs

PROJECT: 121 West Bankhead Hwy				JOB NO.: 15-26				BORING NO.: B-1			
				LOGGED BY: B. Dixon				TOTAL DEPTH: 20 Ft			
DRILLER'S NAME: Mario								SURFACE ELEV.: DATUM:			
DRILL RIG TYPE: Geoprobe 6600								START, TIME: 10:00 AM DATE: 1/11/2016			
BORING METHOD: Direct Push								FINISH, TIME: 12:00 PM DATE: 1/11/2016			
HOLE DIAMETER: 2 inches								WATER DEPTH: DATE:			
SAMPLING METHOD:								TIME: DATE:			
HAMMER WGT.:				DROP HGT:				BACKFILLED, TIME: DATE: 1/11/16			
CONDITIONS:								LOCATION OF BORING:			
SAMPLE DEPTH	SAMPLE TYPE	BLOWS / 6-INCHES	INCHES DRIVEN	INCHES RECOVERED	MOISTURE	DENSITY	HEADSPACE (ppm)	PID READING (ppm)	LAB SAMPLE	DEPTH IN FEET	LITHOLOGY
								0.0		1	Asphalt
										2	Silt-some clay, mica, yellow-orange
								0.0		3	
										4	
								0.0		5	(same)
										6	Silt-some mica, yellow.
										7	
										8	
										9	
								0.0		10	
										11	silt-(saprolite), yellow.
										12	
								0.0		13	
										14	
										15	

PROJECT: 121 West Bankhead Hwy.							DATE: 1/11/2016			JOB NO.: 15-26			BORING NO.: B-1	
DEPTH	TYPE	BLOWS	DRIVEN	RECOVERED	MOISTURE	DENSITY	HEADSPACE (ppm)	PID READING (ppm)	LAB SAMPLE	DEPTH	LITH.			
								0.0	X	16		(same), yellow		
										17				
										18				
										19				
										20				
										21				
										22				
										23				
										24				
										25				
										26				
										27				
										28				
										29				
										30				
										31				
										32				
										33				
										34				
										35				



FIELD LOG OF BORING

WELL NO. B-2
SHEET 1 OF 1

PROJECT: 121 West Bankhead Hwy		JOB NO.: 15-26		BORING NO.: B-2							
		LOGGED BY: B. Dixon		TOTAL DEPTH: 15 Ft							
DIG CONTRACTOR: AECS				SURFACE ELEV.: DATUM:							
DRILLER'S NAME: Mario				START, TIME: 2:30 PM DATE: 1/11/2016							
DRILL RIG TYPE: Geoprobe 6600				FINISH, TIME: 3:00 PM DATE: 1/11/2016							
BORING METHOD: Direct Push				WATER DEPTH: DATE: TIME:							
HOLE DIAMETER: 2 inches											
SAMPLING METHOD:											
HAMMER WGT.:		DROP HGT:		BACKFILLED, TIME: DATE: 1/11/16							
CONDITIONS:				LOCATION OF BORING:							
SAMPLE DEPTH	SAMPLE TYPE	BLOWS / 6-INCHES	INCHES DRIVEN	INCHES RECOVERED	MOISTURE	DENSITY	HEADSPACE (ppm)	PID READING (ppm)	LAB SAMPLE	DEPTH IN FEET	LITHOLOGY
								0.0		1	Gravel
										2	Silt-some clay, sand, red
								0.0		3	
										4	
								0.0		5	(same)
										6	Silt-some mica, sand, yellow.
										7	
										8	
										9	
								0.0		10	
										11	silt-(saprolite), yellow.
										12	
								0.0		13	
									X	14	
										15	Boring terminated at 15 feet.

NOTES: GP - Geoprobe Sampler, NA- Not Applicable

EDITED BY/DATE: _____



FIELD LOG OF BORING

WELL NO. B-3
SHEET 1 OF 1

PROJECT: 121 West Bankhead Hwy				JOB NO.: 15-26				BORING NO.: B-3			
				LOGGED BY: B. Dixon				TOTAL DEPTH: 10 Ft			
DRILLER'S NAME: Mario								SURFACE ELEV.: DATUM:			
DRILL RIG TYPE: Geoprobe 6600								START, TIME: 3:15 PM DATE: 1/11/2016			
BORING METHOD: Direct Push								FINISH, TIME: 4:00 PM DATE: 1/11/2016			
HOLE DIAMETER: 2 inches								WATER DEPTH:			
SAMPLING METHOD:								DATE:			
HAMMER WGT.:								TIME:			
DROP HGT:								BACKFILLED, TIME: DATE: 1/11/16			
CONDITIONS:								LOCATION OF BORING:			
SAMPLE DEPTH	SAMPLE TYPE	BLOWS / 6-INCHES	INCHES DRIVEN	INCHES RECOVERED	MOISTURE	DENSITY	HEADSPACE (ppm)	PID READING (ppm)	LAB SAMPLE	DEPTH IN FEET	LITHOLOGY
								0.0		1	Grass/topsoil
										2	Silt-some clay, mica, red
								0.0		3	
										4	
								0.0	X	5	Partially weathered rock (PWR)
										6	sand, white
										7	
										8	(same)
										9	
										10	Boring Refusal at 10 feet.
										11	no groundwater encountered at time of boring.
										12	
										13	
										14	
										15	



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Nextgen Nexus Inc. dba Junior Food Store
AGENDA DATE: April 12, 2022

DATE PREPARED: April 12, 2022
PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

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

PURPOSE: To approve applicant, Junior Food Store to offer retail sales of packaged beer and wine at the location of 516 Dallas Highway, Villa Rica, GA 30180

BACKGROUND: The applicant has complied with the ordinance guidelines in regards to legal notification of requirements. In addition, the applicant successfully passed the non-criminal justice background check as conducted by the Villa Rica Police Department. There exists a history of alcohol license approvals for this location, establishment. This request is being made in relation to a change of business ownership. Applicant has met the requirements of an occupational tax permit (business license).

STAFF RECOMMENDATION: Approval

IMPACT: N/A

MOTION: I move to approve the request for approval of an alcohol license permit for the specified business, Nextgen Nexus Inc. dba Junior Food Store



March 29th, 2022

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

Re: Planning Report
PLG, LLC
VA-02-22
Mirror Lake Boulevard at Shoreline Parkway
and 384 Mirror Lake Blvd
Land Lot 176, District 2
Parcel #: V05 0180085, V05 0180062, V05 0180075
Acreage: 61.1
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Shirley Hillsman
City of Villa Rica, Carroll County, Georgia

Dear Ms. Doyal:

PLG, LLC (the Applicant) seeks eight (8) variance requests from zoning regulations within the City of Villa Rica in order to construct a townhome community with 255 units within the Fuqua Development. The variances are detailed in Section D of this report.

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

1. Site Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated March 1st, 2022;
2. Townhomes Buffer Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated March 1st, 2022;
3. Variance Application, dated March 10th, 2022, signed by Jane Blair Myers;
4. Authorization of Property owners, notarized and dated September 8th, 2021, signed by Delena C. Condon and Clay C. Condon;
5. Authorization of Property owners, notarized and dated September 7th, 2021, signed by David R. Schoerner and DMS Columbia Dr, LLC d/b/a Schoerner Enterprises, Joint Venture;
6. Applicant Written Statement, prepared by Jane Blair Myers, dated March 11th, 2022 (3 pages);



A. Existing Conditions

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

All three parcels have direct access and frontage along Mirror Lake Parkway. Parcel A has approximately 342.83’ of frontage, Parcel B has approximately 325.48’ of frontage and Parcel C has approximately 1,120.77’ of frontage along Mirror Lake Boulevard. The parcels are split zoned as Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density. Parcel A currently features a single-family home, whereas. Parcels B and C are undeveloped.

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

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

Surrounding Properties:

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



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

B. Site History

Parcel A was developed with a single-family home in 1993 and is a part of Stonehenge subdivision. The entirety of Parcels B and C are vacant and have been vacant throughout their existence. The Unified Development Code (UDC) zoned Parcel A as Multi-Family (R14) and Parcels B and C as General Industrial (GI). Parcel A was rezoned in 2020 during the citywide rezoning from R14 to Single-Family Agricultural (AG), whereas Parcels B and C were rezoned from GI to Industrial Medium-Density (I2). In October 2021, the property was rezoned by request from Fuqua Acquisitions II, LLC to a split zoning consisting of Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density (C2) in preparation for a new mixed-use development. Refer to RA-08-21 for more details.

C. Proposed Development

The applicant is under contract for portions of Parcels B & C with the intent to construct 255 townhome units as specified on the attached site plan. Fuqua Acquisitions II, LLC had the



properties rezoned in 2021. Parcel A was rezoned from AG to Single-Family Attached (SFA) and Commercial Medium-Density (C2); and rezoned Parcels B and C from I2 to SFA, C2 and MF2. Approximately 9.8 acres of the proposed development is zoned MF2, and 32.98 acres is zoned SFA.

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

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

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

As a part of constructing the project, the developer has now applied for eight (8) variances for the townhome portion of the development. The variances are outlined in Section D below.

Flood Plain

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



National Flood Hazard Layer FIRMette

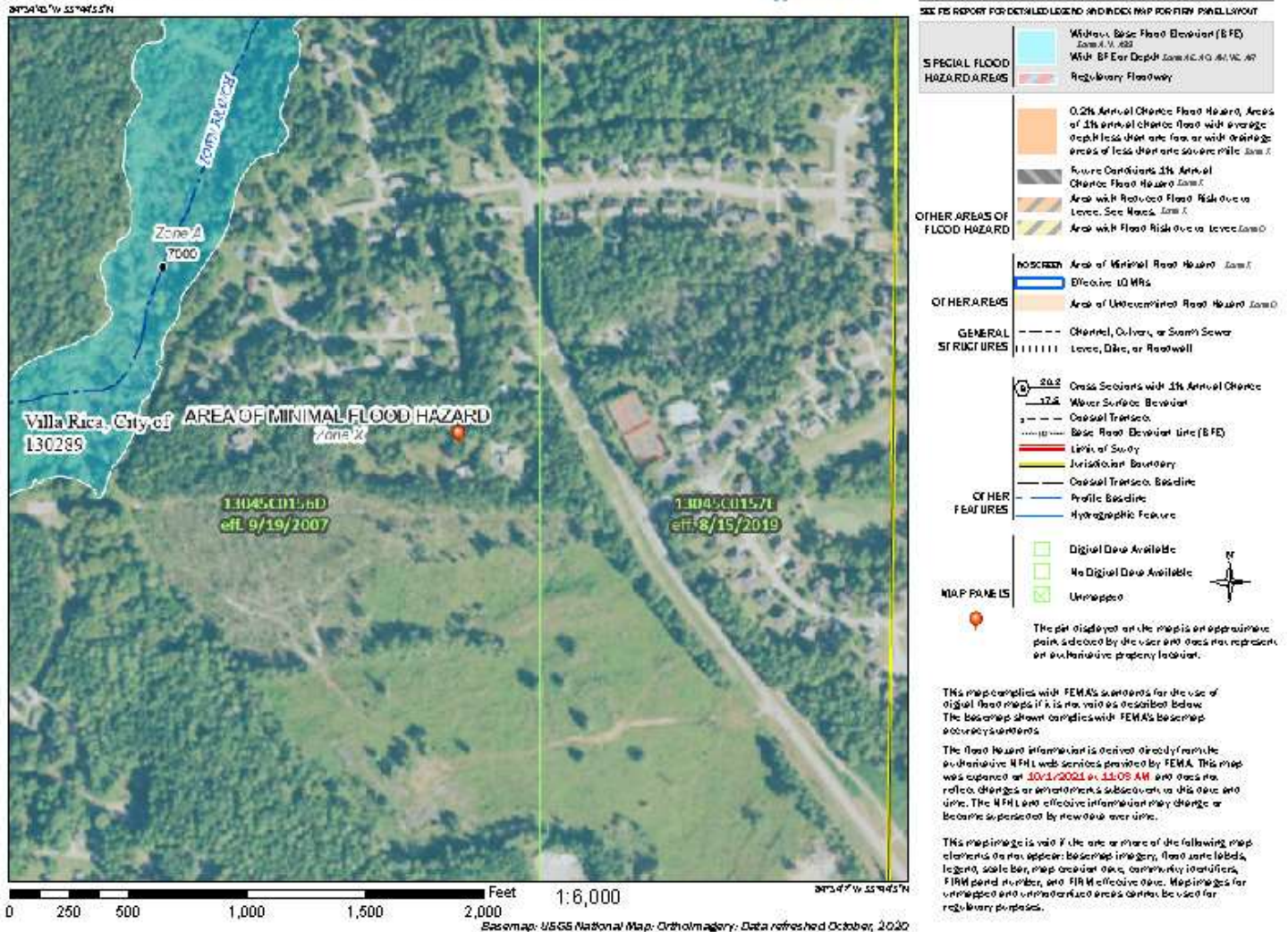


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D

D. Variances

The applicant has requested variance relief from the zoning ordinance as outlined below. The applicant has stated several reasons for not complying with the zoning ordinance. The specific reasoning for each request is reproduced below.

The Applicant has requested variance relief for the following:

1. Section 9.03(2)(c): No primary or accessory building shall have service doors, garage doors, loading doors, or similar service entrances opening toward or oriented to the



street or city road.

PLG is requesting to orient garage doors to the street. The rationale for the request is due to extreme topographic challenges on the property. In the pod directly north of the planned collector road, the topography drops 90-feet from south to north and 65-feet from east to west. Furthermore, the pod requires four retaining walls ranging in height from 10' to 35' around the perimeter of the property due to the topographic and grading challenges onsite.

2. Section 9.03(4)(f): All driveways for individual townhome units are required to be at least 35' in depth from edge of payment of all public or private roadways should sidewalks be present.

PLG is requesting a reduction in driveway depth requirements from 35-feet to 25-feet, noting that sidewalks are planned. PLG's townhome units will permit two parking spaces - one parking space in the garage and one parking space in the driveway. Two parking spaces meet the minimum parking requirements defined in Table 7.4, which requires two spaces per unit for townhomes up to 3 bedrooms.

3. Table 4.4 Residential Standards

PLG is requesting a reduction in the minimum living area façade width from 24-feet to 22-feet. The rationale for the request is due to PLG's analysis of the market demographics and expectation that 22-feet wide product will better meet market demand.

4. Section 9.03(8)(c): Minimum garage width shall be sixteen (16) feet

PLG is requesting a reduction in the minimum garage width requirement from 16-feet to 10-feet. The 22-foot-wide product will only allow for a one-car garage. As noted above, the two parking spaces meet the minimum parking requirements for a three-bedroom townhome unit.

5. Section 9.03(8)(f): All townhomes shall have at minimum a two-car garage.

PLG is requesting a reduction to a one-car garage. As noted above, the 22-footwide product does not allow for a two-car garage when accounting for the garage width and framing requirements.

6. 75' Impervious Buffer:

PLG is requesting 42,883 SF of impacts in the 75' impervious buffer area. The impacts are necessary to complete the grading for the property. Of the total impervious impacts, only 739 linear feet are attributed to the retaining wall structures. As noted



above, the topographic and grading challenges present an extraordinary hardship for the property.

7. 50' Non-Disturbance Buffer:

PLG is requesting 11,052 square feet of impacts in 50' non-disturbance buffer area. The impacts are necessary to complete the grading for the property. 202 linear feet of impacts area attributed to the retaining wall structures. As noted above, the topographic and grading challenges present an extraordinary hardship for the property.

8. Section 7.05(12)(b): Landscape buffer yard standards between two dissimilar uses or zoning classifications defined in Table 7.8 requires a Type 3 buffer between the Single Family Attached (SFA) and Commercial (C2) boundary line. A Type 3 Buffer yard requires a 30-foot buffer yard.

PLG and Fuqua are proposing to split the 30-foot buffer yard along the boundary line between the SFA and C2 parcels, which would result in a 15' buffer yard on the SFA parcel and a 15' buffer yard on the C2 parcel.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from this being extraordinary topographic and grading challenges present on the property because of the Town Branch. Staff could not identify any detriments from an approval of the requested variances. Although the site was not developed as a Planned Unit Development (PUD), it is designed as a master planned community. Many of the zoning ordinance regulations required are meant for single developments or developments all on one lot, which is not the case for this development. Issuance of the variances requested will benefit the entire development and make for a more cohesive development.

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

“The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial



developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The property has considerable topographic grading challenges that necessitate most of the variances. The townhome minimum width variance is self-imposed.

E. Comments

No Staff Comments

F. Recommendation:

Staff recommendation:

1. Section 9.03(2)(c): No primary or accessory building shall have service doors, garage doors, loading doors, or similar service entrances opening toward or oriented to the street or city road.

Recommendation: **APPROVAL**



Reasons: The rationale for the request is due to extreme topographic and grading challenges on the property.

2. All driveways for individual townhome units are required to be at least 35' in depth from edge of payment of all public or private roadways should sidewalks be present.

Recommendation: **APPROVAL**

Reasons: The developer proposes sidewalks and will permit two parking spaces - one parking space in the garage and one parking space in the driveway. Two parking spaces meet the minimum parking requirements defined in Table 7.4, which requires two spaces per unit for townhomes up to 3 bedrooms.

3. Table 4.4 Residential Lot Standards: PLG is requesting a reduction in the minimum living area façade width from 24-feet to 22-feet. The rationale for the request is due to PLG's analysis of the market demographics and expectation that 22-foot wide product will better meet market demand.

Recommendation: **DENIAL**

Reasons: No hardship has been presented.

4. Section 9.03(8)(c): Minimum garage width shall be sixteen (16) feet.

Recommendation: **DENIAL**

Reasons: The minimum parking requirement has been met, and the pedestrian orientation of the community will allow for alternative modes of transportation.

5. Section 9.03(8)(f): All townhomes shall have at minimum a two-car garage.

Recommendation: **DENIAL**

Reasons: The minimum parking requirement has been met, and the pedestrian orientation of the community will allow for alternative modes of transportation.

6. 75' Impervious Buffer: Encroachment of 42,883 SF

Recommendation: **APPROVAL**

Reasons: The encroachment is necessary to complete the grading for the property. The topographic and grading challenges present an extraordinary hardship for the property.

7. 50' Non-Disturbance Buffer: Encroachment of 11,052 SF

Recommendation: **APPROVAL**

Reasons: The encroachment is necessary to complete the grading for the property. The topographic and grading challenges present an extraordinary hardship for the



property.

8. Section 7.05(12)(b): Landscape buffer yard standards between two dissimilar uses or zoning classifications defined in Table 7.8 requires a Type 3 buffer between the Single Family Attached (SFA) and Commercial (C2) boundary line. A Type 3 Buffer yard requires a 30-foot buffer yard.

Recommendation: **APPROVAL**

Reasons: PLG and Fuqua are proposing to split the 30-foot buffer yard along the boundary line between the SFA and C2 parcels, which would result in a 15' buffer yard on the SFA parcel and a 15' buffer yard on the C2 parcel, which meets the intents of the ordinance.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on March 28th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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

Very truly yours,

Ronald Johnson

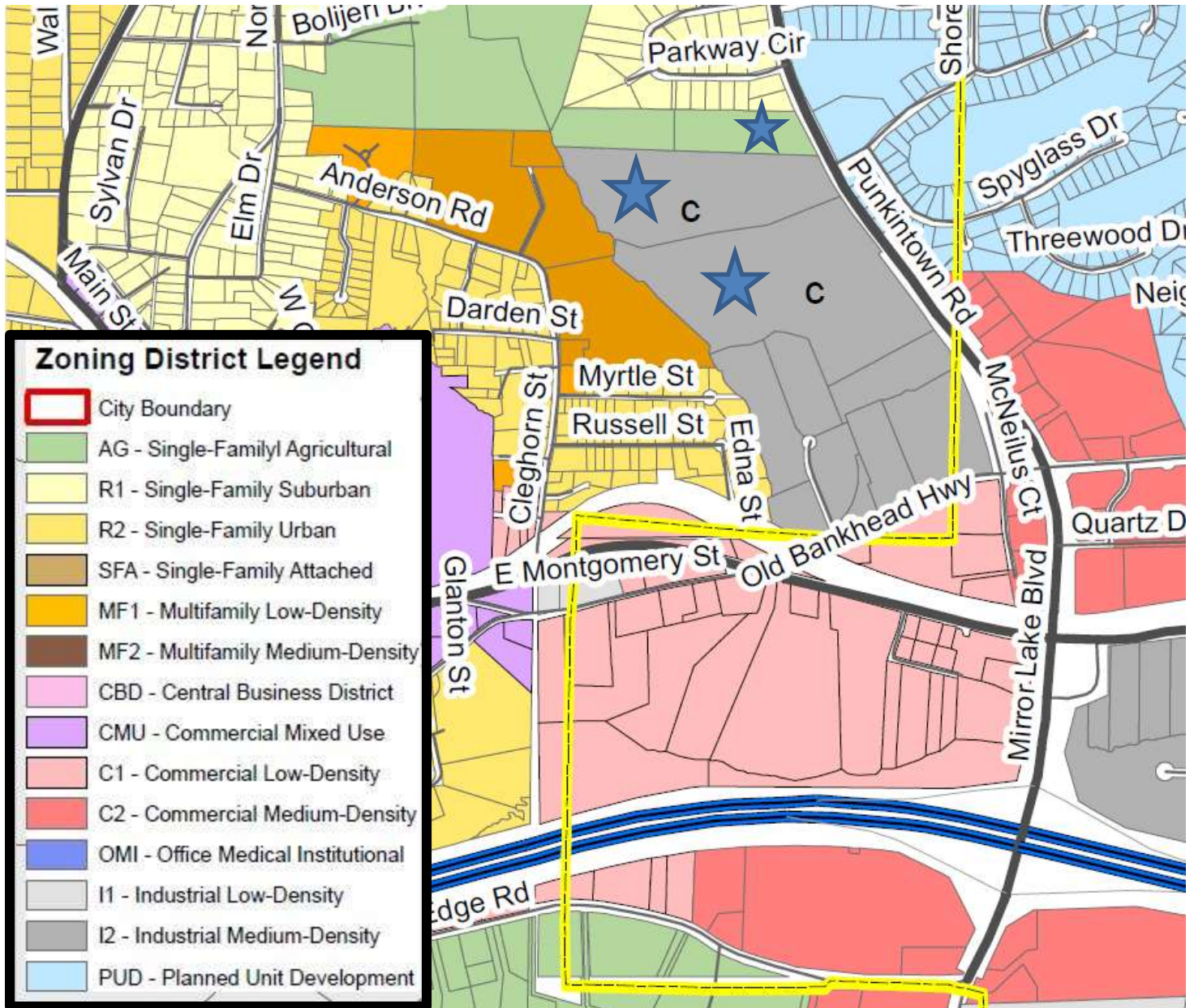
Planning & Zoning Specialist

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



Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

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

ACTIVITY CENTERS

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





CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-02-22 – Mirror Lake Boulevard at Shoreline Parkway- Townhome variances

CITY COUNCIL AGENDA DATE: April 12th, 2022

DATE: March 31st, 2022 (Revised April 12th, 2022)

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: PLG, LLC of Atlanta, Georgia is requesting ~~eight (8)~~ five (5) variances from city zoning regulations in order to construct a 255-unit townhome community within the Fuqua Development.

BACKGROUND: The city approved a rezoning of parcels V05 0180085, V05 0180062, and V05 0180075 in October 2021, inclusive of SFA zoning in order to allow for a townhome component of the mixed use project to be constructed. The applicant is now moving forward with the project and requests approval from certain zoning requirements in order to make the project feasible.

STAFF RECOMMENDATION:

1. Section 9.03(2)(c): No primary or accessory building shall have service doors, garage doors, loading doors, or similar service entrances opening toward or oriented to the street or city road.

Recommendation: **APPROVAL**

Reasons: The rationale for the request is due to extreme topographic and grading challenges on the property.

- ~~2. All driveways for individual townhome units are required to be at least 35' in depth from edge of payment of all public or private roadways should sidewalks be present.~~

~~Recommendation: **APPROVAL**~~

~~Reasons: The developer proposes sidewalks and will permit two parking spaces—one parking space in the garage and one parking space in the driveway. Two parking spaces meet the minimum parking requirements defined in Table 7.4, which requires two spaces per unit for townhomes up to 3 bedrooms.~~

3. Table 4.4 Residential Lot Standards: PLG is requesting a reduction in the minimum living area façade width from 24-feet to 22-feet. The rationale for the request is due to PLG's analysis of the market demographics and expectation that 22-feet wide product will better meet market demand.

Recommendation: **DENIAL**

Reasons: No hardship has been presented.

- ~~4. Section 9.03(8)(c): Minimum garage width shall be sixteen (16) feet.~~

~~Recommendation: **DENIAL**~~

~~Reasons: The minimum parking requirement has been met, and the pedestrian orientation of the community will allow for alternative modes of transportation.~~

5. ~~Section 9.03(8)(f): All townhomes shall have at minimum a two-car garage.~~

~~Recommendation: **DENIAL**~~

~~Reasons: The minimum parking requirement has been met, and the pedestrian orientation of the community will allow for alternative modes of transportation.~~

6. 75' Impervious Buffer: Encroachment of 42,883 SF

Recommendation: **APPROVAL**

Reasons: The encroachment is necessary to complete the grading for the property. The topographic and grading challenges present an extraordinary hardship for the property.

7. 50' Non-Disturbance Buffer: Encroachment of 11,052 SF

Recommendation: **APPROVAL**

Reasons: The encroachment is necessary to complete the grading for the property. The topographic and grading challenges present an extraordinary hardship for the property.

8. Section 7.05(12)(b): Landscape buffer yard standards between two dissimilar uses or zoning classifications defined in Table 7.8 requires a Type 3 buffer between the Single Family Attached (SFA) and Commercial (C2) boundary line. A Type 3 Buffer yard requires a 30-foot buffer yard.

Recommendation: **APPROVAL**

Reasons: PLG and Fuqua are proposing to split the 30-foot buffer yard along the boundary line between the SFA and C2 parcels, which would result in a 15' buffer yard on the SFA parcel and a 15' buffer yard on the C2 parcel, which meets the intents of the ordinance.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

- (1) I move to approve the request to be exempt from Section 9.03(2)(c) of the City of Villa Rica Zoning Ordinance.

~~(2) I move to approve the request to be exempt from providing driveways with a minimum of 35' in depth.~~

- (3) I move to deny the request to provide 22' townhome units instead of 24' townhome units, as required in Table 4.4.

~~(4) I move to deny the request to be exempt from supplying garages with a minimum width of 16' as required in Section 9.03(8)(c).~~

~~(5) I move to deny the request to provide a one-car garage for each unit instead of a two-car garage as required in Section 9.03(8)(f).~~

- (6) I move to approve an encroachment of 42,883 SF into the 75' impervious buffer, as indicated on the submitted Buffer Plan, dated March 1st, 2022.

- (7) I move to approve an encroachment of 11,052 SF into the 50' non-disturbance buffer, as indicated on the submitted Buffer Plan, dated March 1st, 2022.
- (8) I move to approve the request to provide a cumulative 30' buffer yard along the boundary line between SFA and C2 parcels with 15' on each side of the zone boundary.



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-03-22 – Mirror Lake Connector Stream Buffer Variance

CITY COUNCIL AGENDA DATE: April 12th, 2022

DATE: March 31st, 2022

PREPARED BY: Bobby Elliott, P.E., Director of Public Works & City Engineer

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The City of Villa Rica is requesting a variance to encroach into the 75' stream buffer by 20,939 SF and the 50' stream buffer by 8,564 SF, in order to construct a new roadway between Shoreline Parkway and Mirror Lake Boulevard and Cleghorn Street.

BACKGROUND: The city proposes a new roadway to connect the Mirror Lake neighborhood with the Downtown area, often discussed as the "Mirror Lake Connector". The roadway will be designed for vehicular, pedestrian, golf cart and bicycle traffic. In order to connect these two areas, the road must cross the Town Branch, which inherently necessitates a stream buffer variance. The roadway cannot be constructed without stream buffer variances.

STAFF RECOMMENDATION: Staff recommends APPROVAL

Reasons: The benefits outweigh the detriments of approval.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

- (1) I move to approve the request from the City of Villa Rica to encroach into the 75' stream buffer by 20,939 SF as shown in the Buffer Plan dated March 1, 2022.
- (2) I move to approve the request from the City of Villa Rica to encroach into the 50' stream buffer by 8,564 SF as shown in the Buffer Plan dated March 1, 2022.



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: March 11, 2022

APPLICANT

Applicant Name: City Of Villa Rica

Address: 571 W. Bankhead Highway City: Villa Rica State: GA Zip: 30180

Phone: (770) 459-7000 Fax: (770) 459-7003 Email: BElliott@villarica.org

Agent Name: Bobby Elliott

Address: 571 W. Bankhead Highway City: Villa Rica State: GA Zip: 30180

Phone: (678) 840 - 1213 Fax: (770) 459 - 7003 Email: BElliott@villarica.org

Owner Name (If different from applicant): _____

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

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: Parcels V05 010062, V05 010085, V05 010075 across from the intersection of Shoreline Parkway and Mirror Lake Blvd

I, _____, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

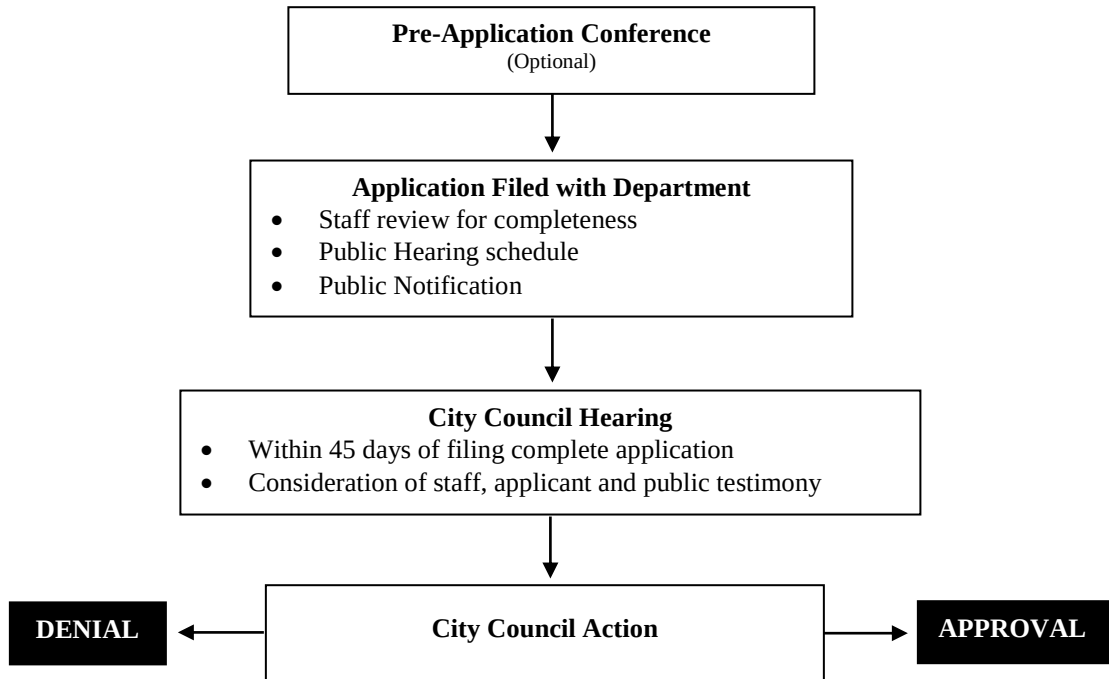
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



Villa Rica
CARROLL COUNTY, GEORGIA

Written Statement
March 11, 2022

Variance Request

Stream Buffer Encroachment

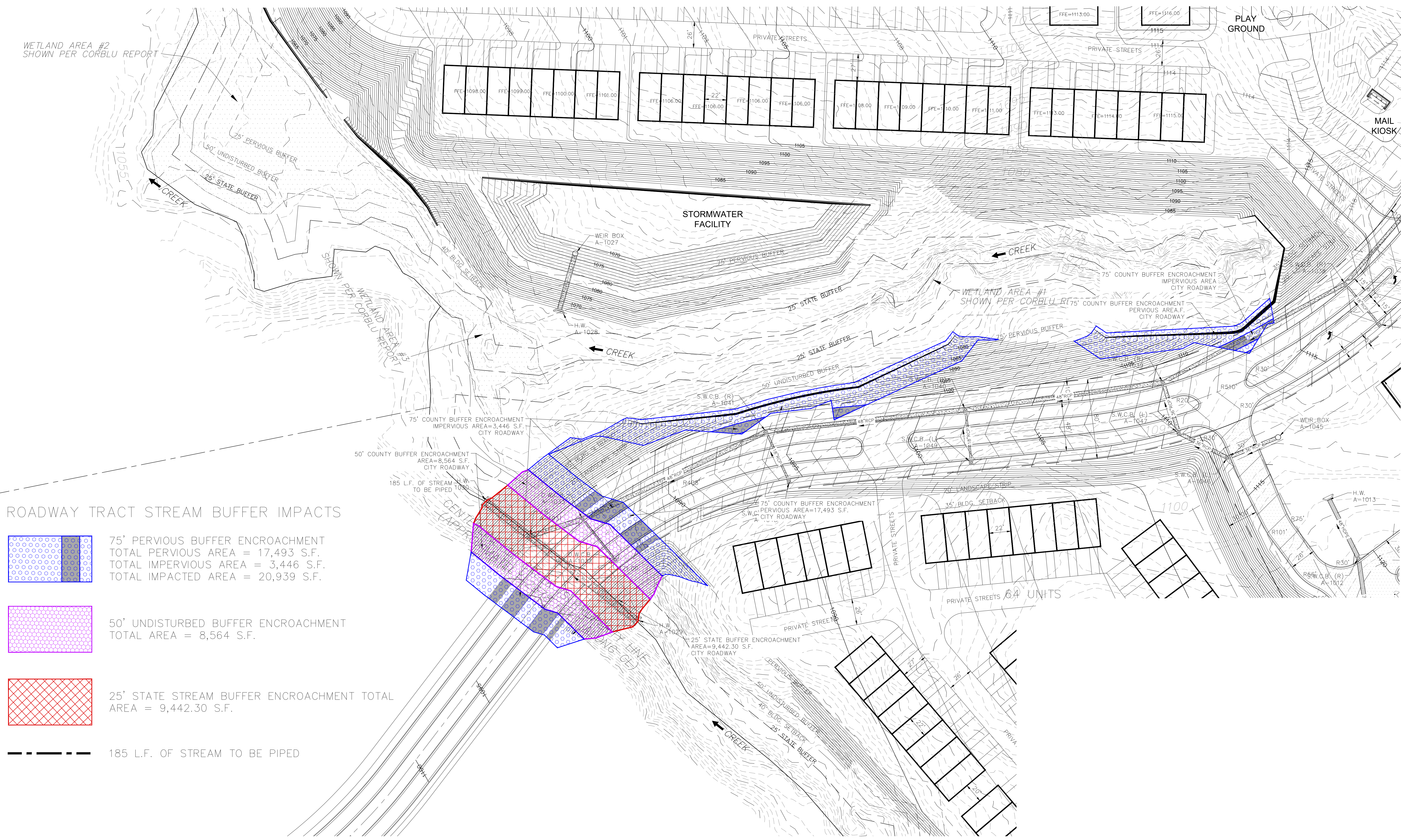
Request approval to allow encroachment in to the 75' Pervious and 50' Undisturbed Stream Buffer

City Of Villa Rica intends to construct a connector road from Mirror Lake Boulevard to North Carroll Street connecting the Mirror Lake community to downtown Villa Rica.

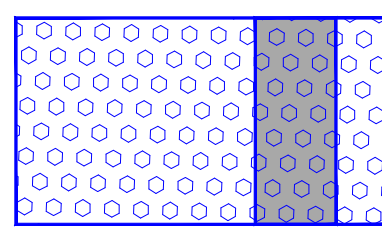
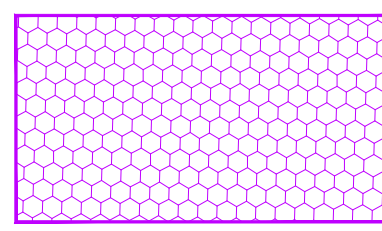
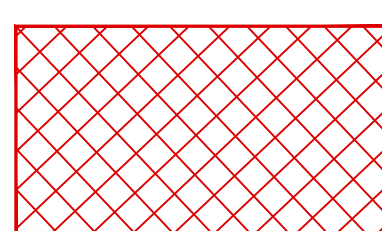
The proposed road will be constructed in accordance with the City of Villa Rica standards and specifications including a walking trail and golf path. The new connector will begin at the Shoreline Parkway signal and follow the stream downhill avoiding the stream and wetlands, crossing the stream and eventually connect to Cleghorn Street. The project has extreme topographical relief between Mirror Lake Boulevard down to the stream making site design a challenge.

Due to the site constraints and topography a variety of sitework activities will encroach in to the 75' Pervious Buffer to allow for construction of the road. There will be permanent improvements in the 75' buffer including two retaining walls and portions of the golf cart path and road. A stream crossing is also required to make the connection to Cleghorn Street. The total area impacted by the new connector road is 20,939 SF in the 75' Pervious Buffer and 8,564 SF in the Undisturbed Buffer. See attached Stream Buffer Impact Plan BF-2

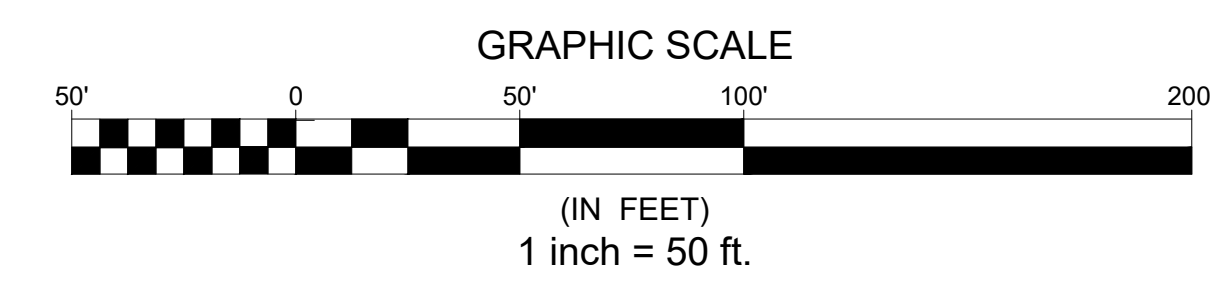
City of Villa Rica requests approval to encroach in to the 75' Pervious Buffer and 50' Undisturbed Buffer per the Stream Buffer Impact Plan prepared by Haines Gipson and Associates in accordance with the Jurisdictional Waters Findings Report dated 7/6/2021 prepared by Corblu Ecology group included in this application.



ROADWAY TRACT STREAM BUFFER IMPACTS

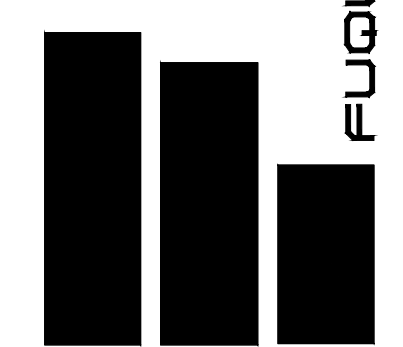
-  75' PERVIOUS BUFFER ENCROACHMENT
TOTAL PERVIOUS AREA = 17,493 S.F.
TOTAL IMPERVIOUS AREA = 3,446 S.F.
TOTAL IMPACTED AREA = 20,939 S.F.
-  50' UNDISTURBED BUFFER ENCROACHMENT
TOTAL AREA = 8,564 S.F.
-  25' STATE STREAM BUFFER ENCROACHMENT TOTAL
AREA = 9,442.30 S.F.
-  185 L.F. OF STREAM TO BE PIPED

MIRROR LAKES
CONNECTOR
BUFFER PLAN





HAINES GIPSON & ASSOCIATES
Civil • Structural • Bridge



FUGRO E&E

MIRROR LAKES
CARROLLTON, GEORGIA

NO.	DATE	BY	DESCRIPTION

DRAWN BY	CHECKED BY
SCA	---

DATE
3/01/2022

SHEET TITLE
PLAN

SHEET NUMBER
BF-1

HGA JOB No. 2021-336



July 6, 2021

Mr. Mike Hagan
Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd, NE, Suite 800
Atlanta, GA 30305

VIA EMAIL

**Subject: Jurisdictional Waters Findings Report
Fuqua – Mirror Lake Development Site
Villa Rica, Georgia
Corblu Project No. 02-061621**

Dear Mr. Hagan:

Corblu Ecology Group, LLC (Corblu) is pleased to present this report regarding the delineation of jurisdictional waters within the Fuqua – Mirror Lake site in Villa Rica, Georgia. The 56-acre site is located northwest of the Mirror Lake Boulevard and Conners Road intersection (Figure 1). Corblu conducted the field survey on June 30, 2021.

Methods

Jurisdictional waters of the U.S., including streams and wetlands, are defined by 33 CFR Part 328.3, and are protected by Section 404 of the Clean Water Act (33 USC 1344), which is administered and enforced by the U.S. Army Corps of Engineers (USACE). Waters of the State of Georgia, including streams and ponds, are defined by Chapter 391-3-7-.01(aa) of the Georgia Department of Natural Resources (GDNR), Environmental Protection Division (EPD) Rules for Erosion and Sedimentation Control.

Jurisdictional waters were delineated in the field using the 1987 USACE Wetlands Delineation Manual¹ and the regional supplement for the Eastern Mountains and Piedmont². The referenced manuals use a multi-parameter wetland identification process, including positive evidence of three

¹ *Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. U.S. Army Corps of Engineers, Washington D.C. 100 pp. plus appendices*

² U.S. Army Corps of Engineers. 2012. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0*, ed. J. F. Berkowitz, J. S. Wakeley, R. W. Lichvar, C. V. Noble. ERDC/EL TR-12-9. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

criteria: 1) hydrophytic vegetation; 2) hydric soils; and 3) wetland hydrology. Any areas exhibiting all three criteria for wetland determination, as well as seasonal streams and ponds are considered jurisdictional waters regulated by the USACE.

Jurisdictional streams were assessed using a combination of the EPD, Watershed Protection Branch *Field Guide for Determining the Presence of State Waters that Require a Buffer*³ and the North Carolina Division of Water Quality (NCDWQ) *Identification Methods for the Origins of Intermittent and Perennial Streams*⁴⁵. The streams are scored based on their geomorphology, hydrology, and biology to determine a total score (ephemeral drainages – 0-18 points; intermittent streams – 19-29 points; and perennial streams – 30 or more points). The NCDWQ Stream forms can be found in Appendix A.

Results

Soils on the project site are mapped by the U.S. Department of Agriculture, Natural Resource Conservation Service (NRCS) Chewacla silt loam (Cfs), Davidson gravelly loam (DrB2 and DsD3), Louisburg stony loamy sand (LDD and LDE) and Musella gravelly clay loam (MuD2 and MwE2) (Figure 2). Cfs is considered potentially hydric soils by NRCS.

During the field investigation, Corblu personnel observed three streams (S1 – S3) and three wetlands (Wetland 01 – Wetland 03) (Figure 3). S1 is an intermittent stream (NCDWQ Score: 24) that originates in a topographic draw and flows westward towards the project area boundary (Photograph No. 1). S2 is a perennial stream (NCDWQ Score: 33) known as Town Branch that forms or is near the western boundary of the project area (Photograph No. 2). S3 is an intermittent stream (NCDWQ Score: 22.5) near the southern boundary of the project area (Photograph No. 3).

Wetland 01 is a linear wetland that encompasses a portion of S1 near its origin (Photograph No. 4). Wetland 02 is an emergent/forested wetland that encompasses a portion of S1 north of the confluence with S2 and extends into the adjacent sanitary sewer easement (Photograph No. 5). Wetland 03 is a mostly forested wetland associated with the floodplain of S2 and its confluence with S1 (Photograph No. 6).

³ Georgia Department of Natural Resources Environmental Protection Division Watershed Protection Branch Non-Point Source Program. September 2006.

⁴ NC Division of Water Quality. 2010. *Identification Methods for the Origins of Intermittent and Perennial streams, Version 4.11*. North Carolina Department of Environment and Natural Resources, Division of Water Quality. Raleigh, NC.

⁵ North Carolina Division of Water Quality. 2010. *NC DWQ Stream Identification Form Version 4.1.1*. North Carolina Division of Water Quality.

Discussion

Based on USACE guidance, intermittent and perennial streams are considered relative permanent waters (RPW), which are expected to flow a minimum of three consecutive months per year. All RPWs are considered jurisdictional waters of the U.S. and are regulated by the USACE under Section 404 of the Clean Water Act. Wetlands and open waters directly abutting RPWs also are regulated by USACE. All jurisdictional waters identified on Figure 3 are expected to be regulated by USACE but are subject to verification by the USACE for final determination. Impacts to the delineated jurisdictional areas will require USACE approval prior to disturbance.

Federal Permitting Requirements

If stream and/or wetland impacts are proposed, Nationwide Permit No. 29 (NWP 29) – Residential Developments or Nationwide Permit No. 39 (NWP 39) – Commercial and Institutional Developments, authorize the construction of building foundations and pads as well as attendant features (i.e., roads, parking lots, garages, yards, utilities lines, storm water management facilities, etc.). A Pre-Construction Notification (PCN; i.e., permit application) must be submitted and approved by the USACE, Savannah District if any impacts to jurisdictional waters will occur. Impacts associated with this permit cannot exceed 0.5 acre of wetlands or 0.05 acre of streams. Compensatory mitigation is normally required for activities that result in impacts greater than 0.1 acre wetland or 0.01 acre of stream. A NWP 29 or 39 PCN requires one to two weeks to prepare upon receipt of engineering design plans, and typically requires a 45-day review period by the USACE and other regulatory agencies to obtain approval assuming no significant concerns with protected species or cultural resources.

Stream and wetland impacts exceeding the above thresholds will require an Individual Permit (IP) from the USACE. The process is considerably more complex than the NWP process and typically takes 6 or more months from application submittal to obtain approval from the USACE and will also require individual 401 Water Quality Certification from the EPD.

State and Local Permitting Requirements

All delineated intermittent and perennial streams will require the City's 50-foot protected vegetative buffer, which includes the state's 25-foot buffer and an additional 25-foot non-impervious setback beyond 50 feet (i.e., a total of 75 feet). Wetlands do not require buffers, but protected stream buffers are regulated by EPD and Villa Rica [Local Issuing Authority (LIA)]. We recommend coordination with the LIA prior to commencing any land-disturbing activities.

Conclusion

Corblu appreciates the opportunity to assist you with this project. We can provide a proposal for a NWP 29 or 39 PCN and stream buffer variance if impacts to jurisdictional waters and/or protected buffers are proposed. If you have any questions regarding this report, please contact me at (770) 591-9990.

Sincerely,

CORBLU ECOLOGY GROUP, LLC

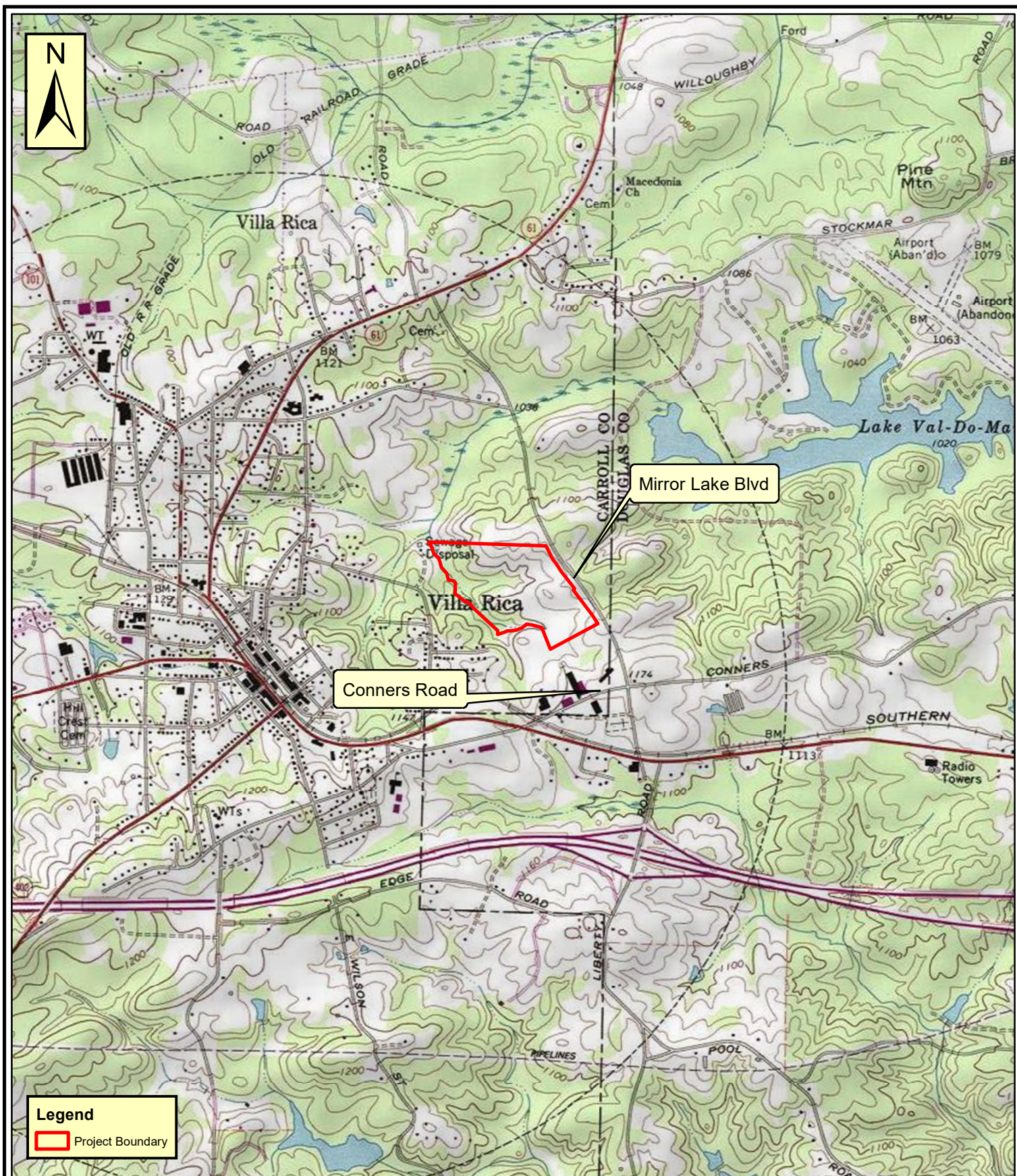


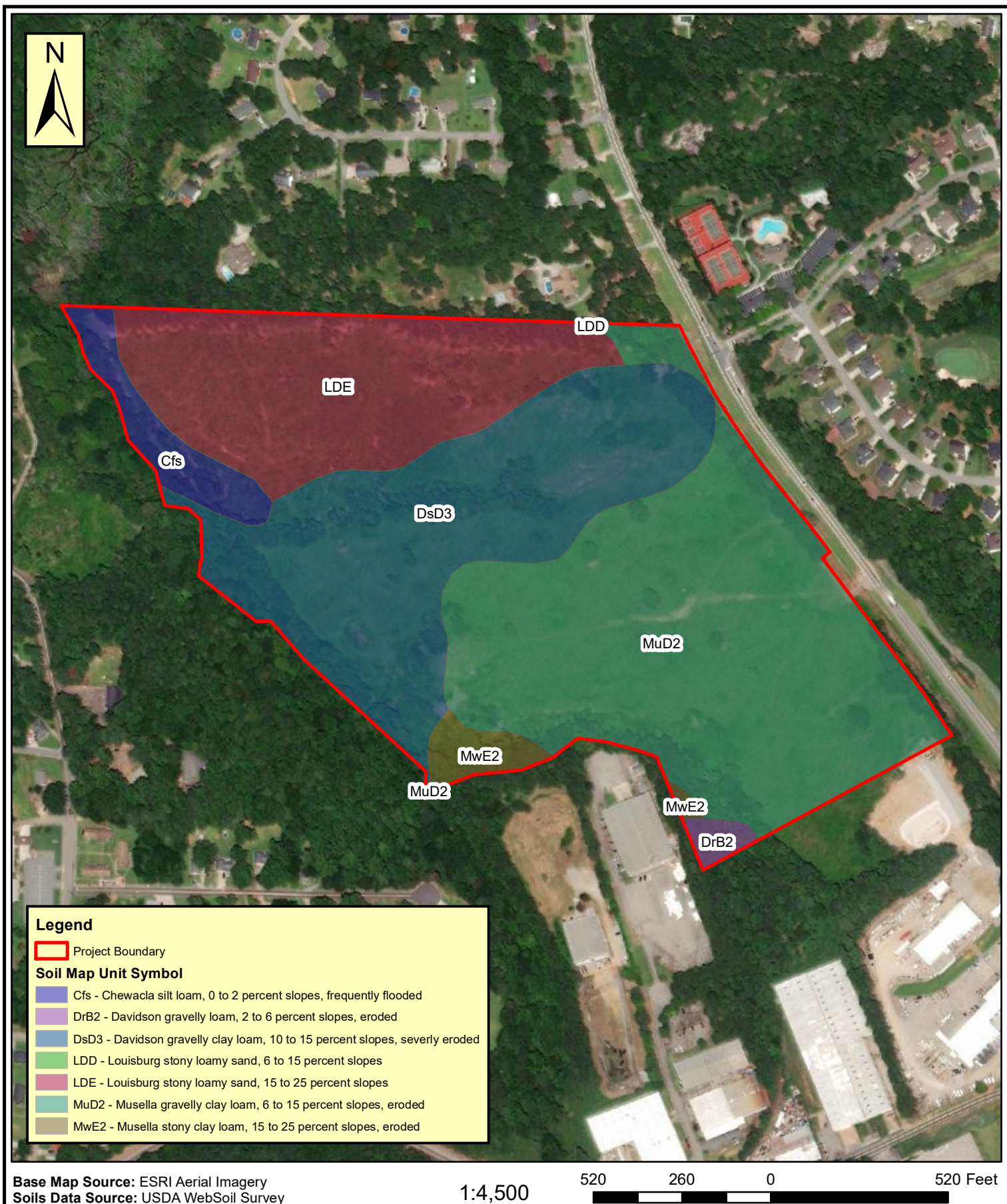
Trey C. Trickett, CAE
Staff Ecologist

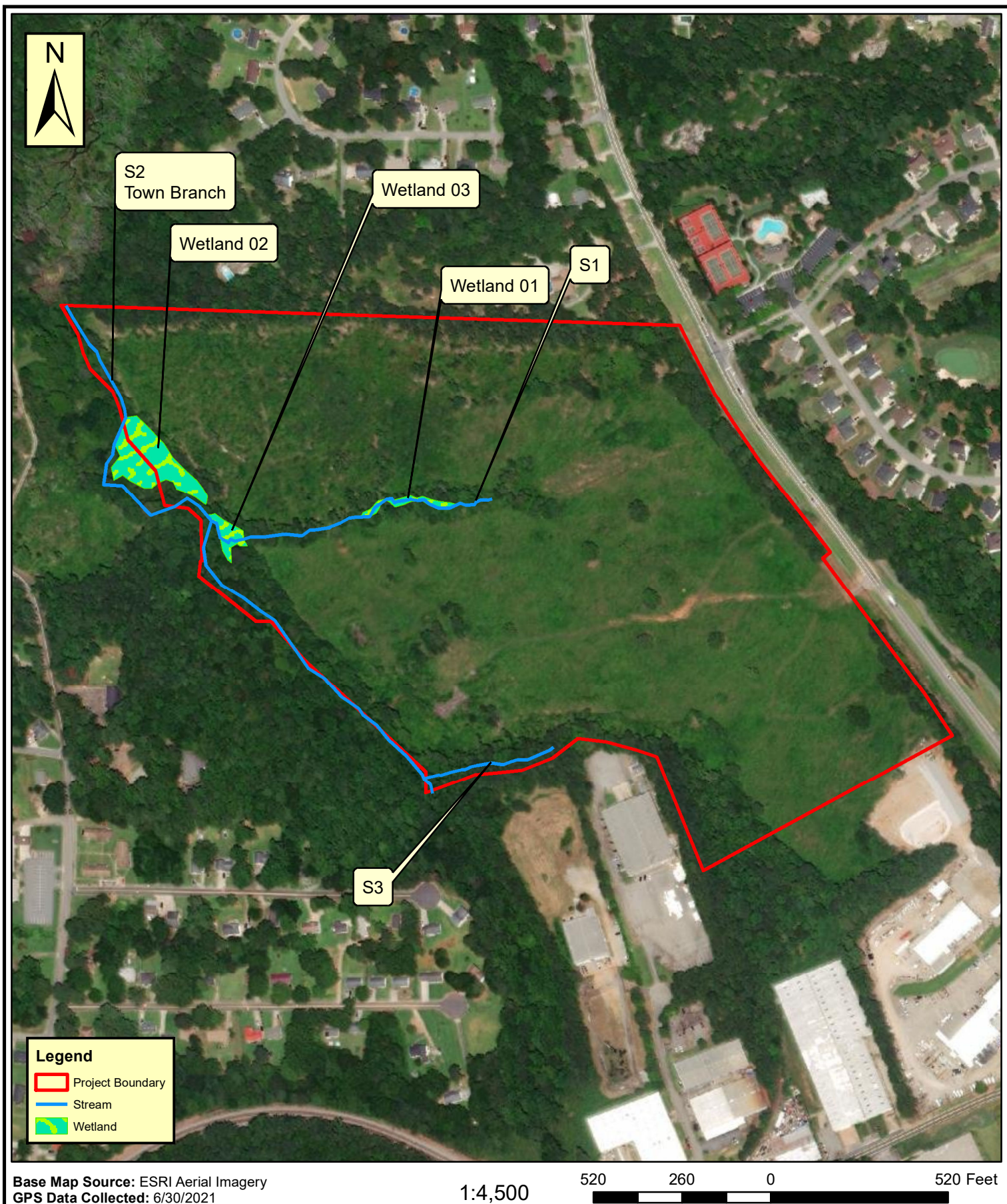


Richard W. Whiteside, PhD, CWB, CSE
President

Enclosures: Figure 1 – Site Location
 Figure 2 –Soils Map
 Figure 3 – Aquatic Features Map
 Photograph Nos. 1-6
 Appendix A - NCDWQ Stream forms









Photograph No. 1: Downstream view of intermittent stream S1.



Photograph No. 2: Upstream view of perennial stream S2.



Photograph No. 3: Downstream view of intermittent stream S3.



Photograph No. 4: View of Wetland 1, facing west.



Photograph No. 5: View of Wetland 2 within the sewer line easement, facing southeast.



Photograph No. 6: View of Wetland 3, facing north.

APPENDIX A
NCDWQ STREAM FORMS

NC DWQ Stream Identification Form Version 4.11

Date: 6/30/2021	Project/Site: Fuqua - Mirror Lake	Latitude: 33.736210
Evaluator: MWO	County: Villa Rica	Longitude: -84.908756
Total Points: <i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i>	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other <i>e.g. Quad Name:</i> S1

24

A. Geomorphology (Subtotal = 9)	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	X	3
2. Sinuosity of channel along thalweg	0	X	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	X	2	3
4. Particle size of stream substrate	0	X	2	3
5. Active/relict floodplain	0	X	2	3
6. Depositional bars or benches	0	X	2	3
7. Recent alluvial deposits	X	1	2	3
8. Headcuts	0	X	2	3
9. Grade control	0	0.5	X	1.5
10. Natural valley	X	0.5	1	1.5
11. Second or greater order channel	No X 0		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 7.5)	Absent	Weak	Moderate	Strong
12. Presence of Baseflow	0	1	X	3
13. Iron oxidizing bacteria	X	1	2	3
14. Leaf litter	X 0.5	1	0.5	0
15. Sediment on plants or debris	X	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	X	1.5
17. Soil-based evidence of high water table?	No = 0		Yes X 3	

C. Biology (Subtotal = 7.5)	Absent	Weak	Moderate	Strong
18. Fibrous roots in streambed	X	2	1	0
19. Rooted upland plants in streambed	X	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	X	2	3
21. Aquatic Mollusks	X	1	2	3
22. Fish	X	0.5	1	1.5
23. Crayfish	X	0.5	1	1.5
24. Amphibians	0	X 0.5	1	1.5
25. Algae	X	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 X 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes: **Silt -> cobble**
 consistent to confluence with S2

Sketch:

NC DWQ Stream Identification Form Version 4.11

Date: 6/30/2021	Project/Site: Fuqua - Mirror Lake	Latitude: 33.736302
Evaluator: MWO	County: Villa Rica	Longitude: -84.910603
Total Points: <i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i>	33	Stream Determination (circle one) Ephemeral Intermittent Perennial
		Other e.g. Quad Name: S2

A. Geomorphology (Subtotal = 16.5)	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	X	3
2. Sinuosity of channel along thalweg	0	1	X	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	X	3
4. Particle size of stream substrate	0	1	X	3
5. Active/relict floodplain	0	1	X	3
6. Depositional bars or benches	0	X	2	3
7. Recent alluvial deposits	0	X	2	3
8. Headcuts	X	1	2	3
9. Grade control	0	0.5	X	1.5
10. Natural valley	0	X	1	1.5
11. Second or greater order channel	No = 0		Yes X 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 8)	Absent	Weak	Moderate	Strong
12. Presence of Baseflow	0	1	X	3
13. Iron oxidizing bacteria	X	1	2	3
14. Leaf litter	X 0.5	1	0.5	0
15. Sediment on plants or debris	0	X 0.5	1	1.5
16. Organic debris lines or piles	0	0.5	X	1.5
17. Soil-based evidence of high water table?	No = 0		Yes X 3	

C. Biology (Subtotal = 8.5)	Absent	Weak	Moderate	Strong
18. Fibrous roots in streambed	X	2	1	0
19. Rooted upland plants in streambed	X	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	X	2	3
21. Aquatic Mollusks	X	1	2	3
22. Fish	0	0.5	X	1.5
23. Crayfish	X	0.5	1	1.5
24. Amphibians	0	X 0.5	1	1.5
25. Algae	X	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 X = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes: **Silt -> Bedrock**

Sketch:

NC DWQ Stream Identification Form Version 4.11

Date: 6/30/2021	Project/Site: Fuqua - Mirror Lake	Latitude: 33.734307
Evaluator: MWO	County: Villa Rica	Longitude: -84.907040
Total Points: <i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i>	22.5	Stream Determination (circle one) Ephemeral Intermittent Perennial
		Other e.g. Quad Name: S3

A. Geomorphology (Subtotal = 11)	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	X	3
2. Sinuosity of channel along thalweg	0	X	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	X	2	3
4. Particle size of stream substrate	0	1	X	3
5. Active/relict floodplain	0	X	2	3
6. Depositional bars or benches	0	X	2	3
7. Recent alluvial deposits	0	X	2	3
8. Headcuts	0	X	2	3
9. Grade control	0	0.5	X	1.5
10. Natural valley	X	0.5	1	1.5
11. Second or greater order channel	No X 0		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5)	Absent	Weak	Moderate	Strong
12. Presence of Baseflow	0	X	2	3
13. Iron oxidizing bacteria	0	X	2	3
14. Leaf litter	X 0.5	1	0.5	0
15. Sediment on plants or debris	0	X 0.5	1	1.5
16. Organic debris lines or piles	0	0.5	X	1.5
17. Soil-based evidence of high water table?	No X 0		Yes = 3	

C. Biology (Subtotal = 8.5)	Absent	Weak	Moderate	Strong
18. Fibrous roots in streambed	3	X	1	0
19. Rooted upland plants in streambed	X	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	X	2	3
21. Aquatic Mollusks	X	1	2	3
22. Fish	X	0.5	1	1.5
23. Crayfish	X	0.5	1	1.5
24. Amphibians	0	X 0.5	1	1.5
25. Algae	X	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 X 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes: Sizeable amounts of storm flow make origin difficult to determine
Silt -> cobble
6' width

Sketch:



March 30th, 2022

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

Re: Planning Report
City of Villa Rica
VA-03-22
Mirror Lake Boulevard at Shoreline Parkway
and 384 Mirror Lake Blvd
Land Lot 176, District 2
Parcel #: V05 0180085, V05 0180062, V05 0180075
Acreage: 61.1
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Shirley Hillsman
City of Villa Rica, Carroll County, Georgia

Dear Ms. Doyal:

The City of Villa Rica (the Applicant) seeks two (2) variances from stream buffer requirements in order to construct a new roadway linking Mirror Lake Boulevard and Shoreline Parkway with Cleghorn Street. This new road is proposed to be pedestrian, bicycle and golf cart friendly and will anchor a new 18.97-acre shopping plaza with five outparcels, apartments and 255 townhomes. The variances are detailed in Section D of this report.

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

1. Buffer Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated March 1st, 2022;
2. Variance Application, dated March 11th, 2022, unsigned;
3. Applicant Written Statement, by an unknown preparer, dated March 11th, 2022 (1 Page);
4. Jurisdictional Waters Findings Report, prepared by Trey C. Trickett, CAE, Staff Ecologist for Corblu Ecology Group. Dated July 6th, 2021



A. Existing Conditions

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

All three parcels have direct access and frontage along Mirror Lake Parkway. Parcel A has approximately 342.83’ of frontage, Parcel B has approximately 325.48’ of frontage and Parcel C has approximately 1,120.77’ of frontage along Mirror Lake Boulevard. The parcels are split zoned as Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density. Parcel A currently features a single-family home, whereas. Parcels B and C are undeveloped.

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

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

Surrounding Properties:

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



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

B. Site History

Parcel A was developed with a single-family home in 1993 and is a part of Stonehenge subdivision. The entirety of Parcels B and C are vacant and have been vacant throughout their existence. The Unified Development Code (UDC) zoned Parcel A as Multi-Family (R14) and Parcels B and C as General Industrial (GI). Parcel A was rezoned in 2020 during the citywide rezoning from R14 to Single-Family Agricultural (AG), whereas Parcels B and C were rezoned from GI to Industrial Medium-Density (I2). In October 2021, the property was rezoned by request from Fuqua Acquisitions II, LLC to a split zoning consisting of Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density (C2) in preparation for a new mixed-use development.

C. Proposed Development

The city is requesting two variances to construct a new road that traverses Town Branch and will be located within the 50' and 75' stream buffers. The two variances are imperative to the new

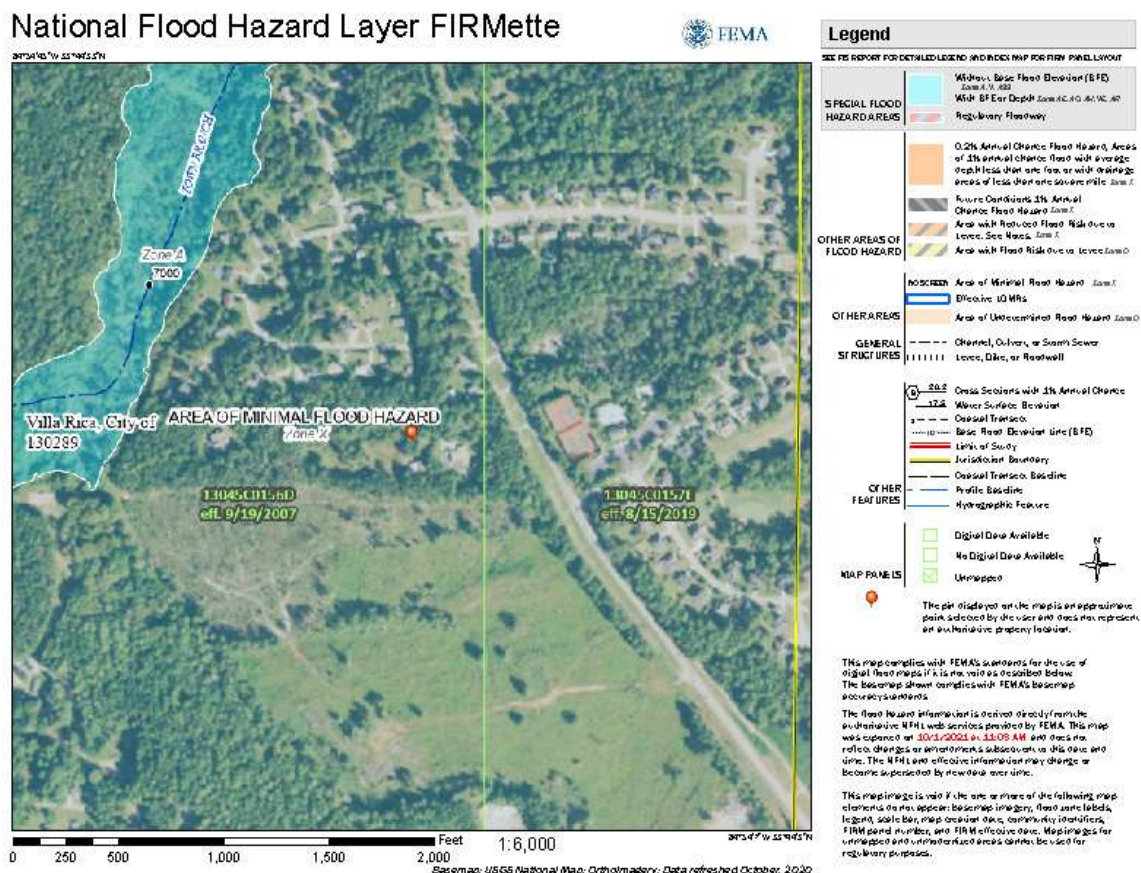


roadway being constructed. The city is proposing to encroach into the 75' impervious stream buffer by 20,939 SF, encroach into the 50' stream buffer by 8,564 SF and encroach into the 25' state stream buffer by 9,442.30 SF. The new roadway is proposed to connect Cleghorn Street with Mirror Lake Boulevard and Shoreline Parkway. The road will be anchored by a 255-unit townhome community, 208 multi-family units and an 18.9-acre commercial shopping center within the confounds of the area as described in Section A.

The new road will feature right-of-way that is dedicated to bicycles, pedestrians, golf carts as well as vehicles. The road is proposed to be at least 50' in width. The variances are outlined in Section D below.

Flood Plain

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





D. Variances

The city has requested variance relief from the development code as outlined below:

1. 75' Stream Buffer: Encroach into the 75' impervious stream buffer by 20,939 SF
2. 50' Stream Buffer: Reduce side yard setback from 40' to 20' for Multi-Family (MF2) Zone

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the city in it’s application and stems from this being a wholesome master planned development with topographic challenges on the western portion of the lots. Staff could not identify any detriments from an approval of the requested variances. Issuance of the variances requested will benefit the entire development and make for a more cohesive development.

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

“The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:
 - i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;



The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

This is not a self-imposed situation or a decision based on economic gain. The lots in question have certain topographic challenges that make the request for a variance a necessity.

E. Comments

No Staff Comments

F. Recommendation:

Staff recommendation:

1. 75' Stream Buffer: Encroach into the 75' impervious stream buffer by 20,939 SF

Recommendation: **APPROVAL**

Reasons: The benefits of approval outweigh the detriments.

2. 50' Stream Buffer: Reduce side yard setback from 40' to 20' for Multi-Family (MF2) Zone

Recommendation: **APPROVAL**

Reasons: The benefits of approval outweigh the detriments.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on March 28th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, one business owner has contacted the city to voice concern



City of Villa Rica – Mirror Lake Boulevard

VA-03-22

March 30th, 2022

Page 7 of 9

or support for the proposed actions. A letter and survey of his property has been included with the application materials.

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

Very truly yours,

Ronald Johnson

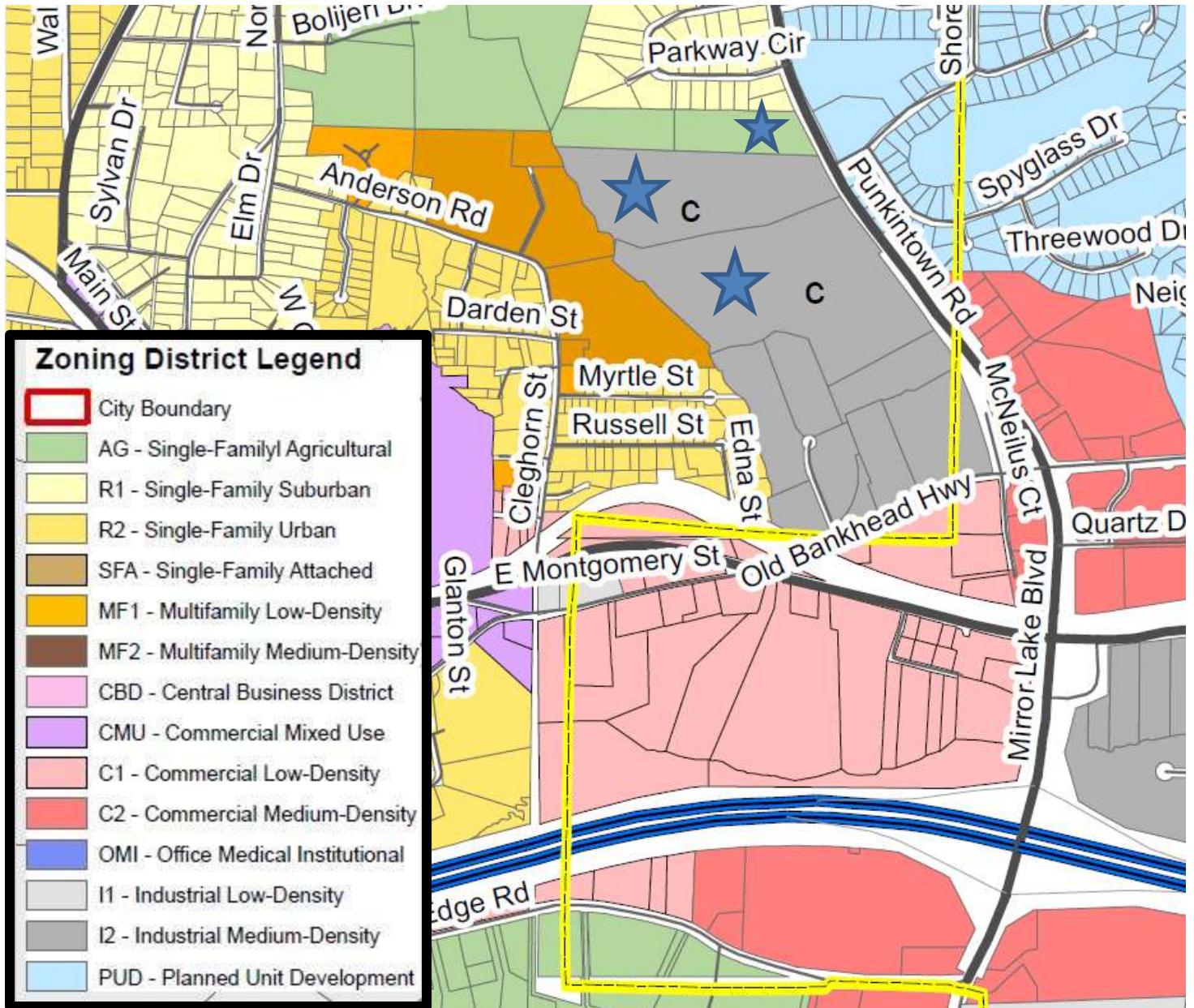
Planning & Zoning Specialist

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



Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

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

ACTIVITY CENTERS

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

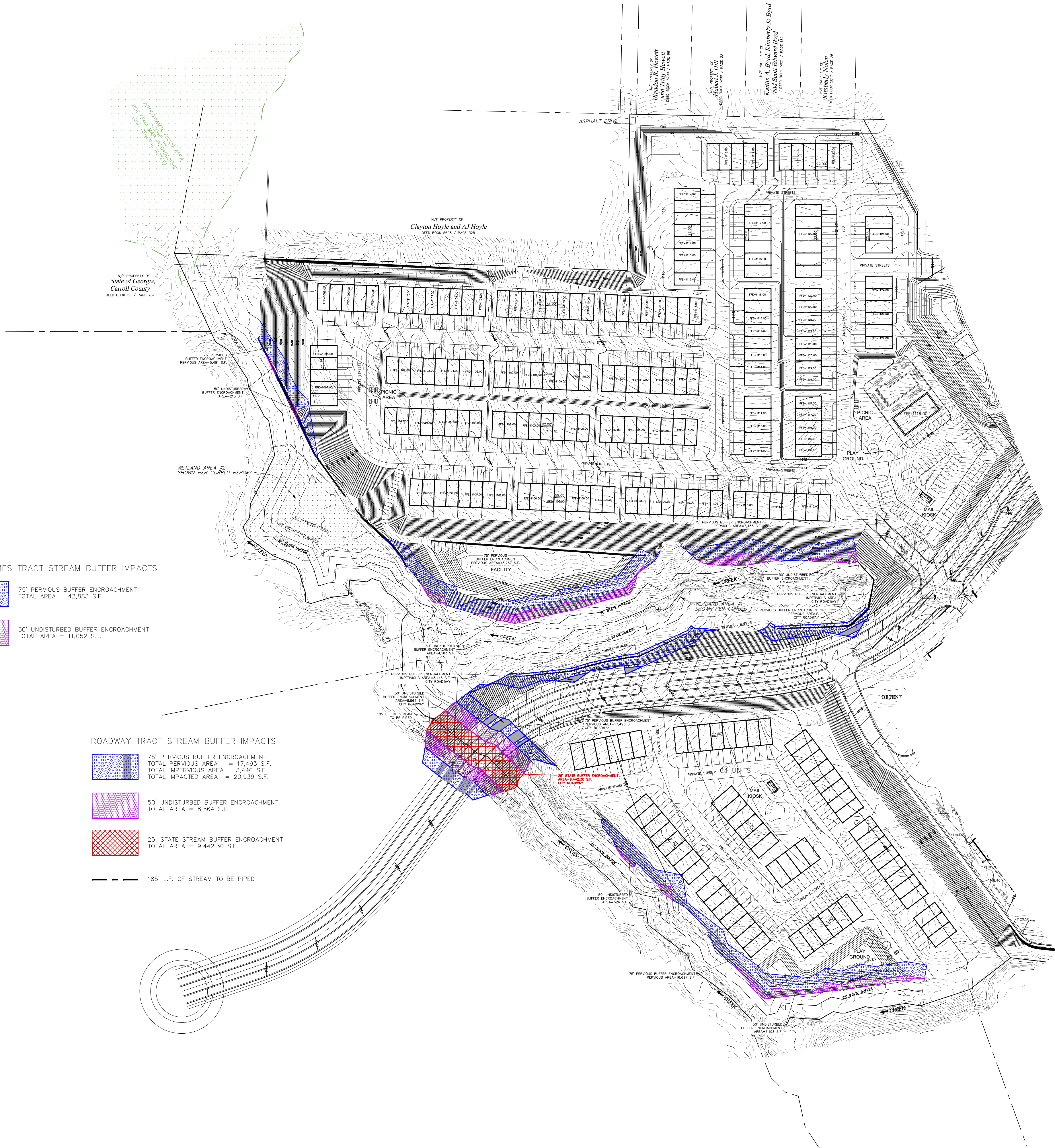


TOWNHOMES TRACT STREAM BUFFER IMPACTS

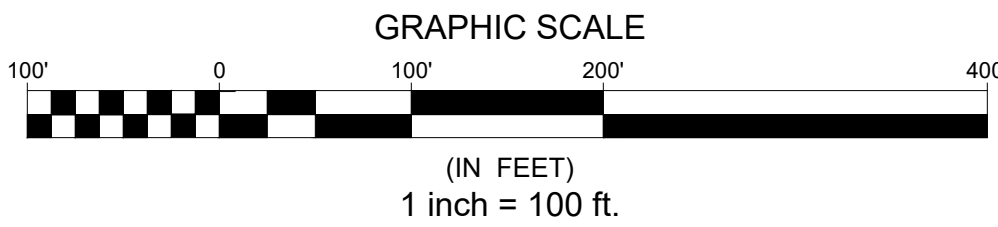
- 75' PERVIOUS BUFFER ENCROACHMENT
TOTAL AREA = 42,883 S.F.
- 50' UNDISTURBED BUFFER ENCROACHMENT
TOTAL AREA = 11,052 S.F.

ROADWAY TRACT STREAM BUFFER IMPACTS

- 75' PERVIOUS BUFFER ENCROACHMENT
TOTAL PERVIOUS AREA = 17,493 S.F.
TOTAL IMPERVIOUS AREA = 3,446 S.F.
TOTAL IMPACTED AREA = 20,939 S.F.
- 50' UNDISTURBED BUFFER ENCROACHMENT
TOTAL AREA = 8,564 S.F.
- 25' STATE STREAM BUFFER ENCROACHMENT
TOTAL AREA = 9,442.30 S.F.
- 185' L.F. OF STREAM TO BE PIPED



BUFFER PLAN



DESCRIPTION

NO. BY DATE

DRAWN BY SCA CHECKED BY

DATE
3/01/2022

SHEET TITLE
PLAN

SHEET NUMBER
BF-1



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-04-22 – Mirror Lake Boulevard at Shoreline Parkway- Commercial and Multifamily Variances

CITY COUNCIL AGENDA DATE: April 12th, 2022

DATE: March 31st, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Fuqua Acquisitions II, LLC of Atlanta, Georgia is requesting twelve (12) variances from city zoning regulations in order to construct 255 townhome units, 208 multi-family units and an 18.9-acre commercial shopping center.

BACKGROUND: The city approved a rezoning of parcels V05 0180085, V05 0180062, and V05 0180075 in October 2021 in order for Fuqua to construct a mixed use project. The applicant is now moving forward with the project and requests approval from certain zoning requirements in order to make the project feasible.

STAFF RECOMMENDATION:

1. **Section 7.05 Landscaping Standards:** A 30' buffer between commercial Medium-Density zoning districts and existing Single-Family Attached (SFA) is required, whereas a 15' wide buffer is requested.

Recommendation: **APPROVAL**

Reasons: This section should not be applicable since both the SFA and commercial section will be co-developed. There are no existing residential uses to buffer from.

2. **Section 4.04 Lot Standards:** Reduce side yard setback from 40' to 20' for Multi-Family (MF2) Zone

Recommendation: **APPROVAL**

Reasons: The developer is creating an urban-type streetscape between the MF2 and C2 zoned areas with parallel parking, sidewalks and building frontage along the entrance drive. This type of site design supports the pedestrian friendly development desired by the city.

3. **Section 7.05 Landscaping Standards:** Reduce the parking landscaping strip requirement from 10' from the property line for each C2 zoned property to 10' total between properties

Recommendation: **APPROVAL**

Reasons: The outparcels will be restaurants and retail designed to have interconnectivity and shared access with the intention of functioning as one cohesive development. The increased landscape strips between outparcels are not

functional spaces nor do they allow for enjoyment as Open Space. The additional 5' of landscape strip between parcels serves no purpose and further limits options for quality tenants.

4. Section 4.04 Lot Standards: Reduce the Minimum Lot Size for Commercial (C2) from 2.5 acres to .75 acres

Recommendation: **APPROVAL**

Reasons: This development is designed for maximum potential in attracting the highest quality tenants. Limiting the size of outparcels to 2.5 acres significantly reduces the variety of retail and services that can be offered. As stated, the shopping center and outparcels are intended to be one development and reducing the minimum lot size allows for more flexibility and creativity when designing for additional retail, restaurants, and services.

5. Section 7.05 Table 7.8 and Table 7.9 Landscaping Standards: Reduce the buffer between existing residential and new Commercial Medium-Density (C2) from 75' to 20'

Recommendation: **APPROVAL**

Reasons: There is significant topographical change between the project and resident parcel, installing a buffer yard to the property line will require construction activities including large equipment in close proximity to the adjacent residents. Currently, building floor elevation of the northernmost outparcel is proposed to be 15'-20' higher than the existing adjacent residents on Parkway Circle and Punkintown Road. Request approval to leave a 20' Undisturbed Buffer and plant a 20' Planted Buffer with an 8' fence between Commercial C2 parcel and residents. The 20' Undisturbed Buffer will distance the residents from the planned improvements and lessen the impacts construction activities.

6. Section 7.13 – Open Space Requirement: Change location of Open Space

Recommendation: **APPROVAL**

Reasons: This development was designed with a cohesive vision however there will be separate ownership. Allowing the open space to be aggregated and located in a central location will create larger more accessible open space for residents, customers, and pedestrians.

7. Section 7.02 Off Street Parking and Loading: Increase the minimum amount of parking spaces from 2.61 spaces to 4.5 spaces for the shopping center, and increase the maximum amount of parking spaces from 2.86 parking spaces per 1,000 SF to 5.5 spaces per 1,000 SF for the shopping center

Recommendation: **APPROVAL**

Reasons: According to Table 7.4 the Minimum Parking Space Requirement for this Shopping Center is 2.61 with a max 2.86 parking spaces per 1000sf (additional 10%). This ratio is well below the minimum required for a commercial with combination of grocery, retail, and restaurants to be successful. There will be a variety of tenants with different peak hours however there is always overlap during prime times. The most desirable tenants are aware of how limited parking areas impact their ability to serve customers and may choose not to locate in this development. The proposed parking ratios are flexible enough to attract quality tenants.

8. Section 4.04 Lot Standards: Increase density in the MF2 Zone from 19.3 du/acre to 25 du/acre

Recommendation: **APPROVAL**

Reasons: The increased density will allow for a higher standard of amenities and common areas. Increasing the density provides a means to incorporate improved facilities and environments in common areas. The increased density will provide these improved amenities and a preferred residential experience.

9. Section 9.03 Non-Residential Design Standards: Reduction in ground floor retail transparency on ground level from 75% to 40%

Recommendation: **APPROVAL**

Reasons: A reduction in the percentage of transparency will allow for a variety of design elements creating a more appealing façade. The façade design for the shopping center will include a variety of materials, fenestration, articulation, and other design elements to increase visual interest.

10. Section 7.05 Landscaping Standards: Remove required 30' landscape buffer between C2 and Existing Residential MF2

Recommendation: **APPROVAL**

Reasons: The commercial and residential parcels will be developed together, therefore there are no existing uses and Section 7.05(12) should not apply.

11. Table 4.4 – Zoning Districts: Reduce the minimum living area for Multifamily (MF2) from 950 SF to 900 SF

Recommendation: **APPROVAL**

Reasons: A mix of large and small units will appeal to a greater number of potential residents, and fulfills the Comprehensive Plan objective to supply varying housing sizes, styles and types.

12. Master Sign Plan:

Recommendation: **APPROVAL**

Reasons: The signage requested is reasonable in height and location.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

- (1) I move to approve the request to provide a 15' landscape buffer instead of a 30' landscape buffer as required in Section 7.05 *Landscaping Standards* of the Villa Rica Zoning Ordinance.
- (2) I move to approve the request to reduce the side yard setback from 40' as required in Section 4.04/Table 4.4 of the Zoning ordinance to 20' for the MF2 Zone.
- (3) I move to approve the request to provide a cumulative 10' parking landscaping strip instead of the required 10' strip for each C2 zoned property.
- (4) I move to approve the reduction of the minimum lot size in the C2 zone from 2.5 acres to .75 acres.
- (5) I move to approve the reduction of the buffer between existing residential and new Commercial Medium-Density (C2) from 75' to 20'.
- (6) I move to approve the relocation of all commercial open space to a centralized location on a single C2 zoned lot.
- (7) I move to approve an increase in the minimum amount of parking spaces from 2.61 spaces to 4.5 spaces for the shopping center, and increase the maximum amount of parking spaces from 2.86 parking spaces per 1,000 SF to 5.5 spaces per 1,000 SF for the shopping center.
- (8) I move to approve the request to increase density in the MF2 Zone from 19.3 du/acre to 25 du/acre.

- (9) I move to approve the reduction in ground floor retail transparency on the ground level from 75% to 40%.
- (10) I move to remove the requirement to provide a 30' landscape buffer between C2 and existing residential MF2.
- (11) I move to reduce the minimum living area permitted in the MF2 zone from 950 SF to 900 SF.
- (12) I move to approve the Master Signage Plan as indicated on the submitted Master Signage Plan dated February 23, 2022.



March 29th, 2022

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

Re: Planning Report
Fuqua Acquisitions II, LLC (Jeff Fuqua)
VA-04-22
Mirror Lake Boulevard at Shoreline Parkway
and 384 Mirror Lake Blvd
Land Lot 176, District 2
Parcel #: V05 0180085, V05 0180062, V05 0180075
Acreage: 61.1
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Shirley Hillsman
City of Villa Rica, Carroll County, Georgia

Dear Ms. Doyal:

Fuqua Acquisitions II, LLC (the Applicant) seeks twelve (12) variance requests from zoning regulations within the City of Villa Rica in order to construct a multi-family apartment complex with 208 units, a townhome community with 255 units, and an 18.97-acre commercial retail shopping center with five outparcels. The variances are detailed in Section D of this report.

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

1. Site Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated February 23rd, 2022;
2. Variance Application, undated and unsigned;
3. Authorization of Property owners, notarized and dated September 8th, 2021, signed by Delena C. Condon and Clay C. Condon;
4. Authorization of Property owners, notarized and dated September 7th, 2021, signed by David R. Schoerner and DMS Columbia Dr, LLC d/b/a Schoerner Enterprises, Joint Venture;
5. Applicant Written Statement, by an unknown preparer, dated March 7th, 2022 (4 Pages);
6. Purchase and Sale Agreements (redacted), unsigned and dated May 3rd, 2021;



A. Existing Conditions

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

All three parcels have direct access and frontage along Mirror Lake Parkway. Parcel A has approximately 342.83’ of frontage, Parcel B has approximately 325.48’ of frontage and Parcel C has approximately 1,120.77’ of frontage along Mirror Lake Boulevard. The parcels are split zoned as Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density. Parcel A currently features a single-family home, whereas. Parcels B and C are undeveloped.

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

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

Surrounding Properties:

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



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

B. Site History

Parcel A was developed with a single-family home in 1993 and is a part of Stonehenge subdivision. The entirety of Parcels B and C are vacant and have been vacant throughout their existence. The Unified Development Code (UDC) zoned Parcel A as Multi-Family (R14) and Parcels B and C as General Industrial (GI). Parcel A was rezoned in 2020 during the citywide rezoning from R14 to Single-Family Agricultural (AG), whereas Parcels B and C were rezoned from GI to Industrial Medium-Density (I2). In October 2021, the property was rezoned by request from Fuqua Acquisitions II, LLC to a split zoning consisting of Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density (C2) in preparation for a new mixed-use development.

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



C. Proposed Development

The applicant is under contract for the parcels in question with the intent to construct 255 townhome units, 208 multi-family units and an 18.9-acre commercial shopping center within the confounds of the area as described in Section A. The applicant had the properties rezoned in 2021. Parcel A was rezoned from AG to Single-Family Attached (SFA) and Commercial Medium-Density (C2); and rezoned Parcels B and C from I2 to SFA, C2 and MF2. Approximately 9.8 acres of the proposed development is zoned MF2, and 32.98 acres is zoned SFA.

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

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

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

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

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

As a part of constructing the project, the developer has now applied for twelve (12) variances for the commercial portion of the development. The variances are outlined in Section D below.

Flood Plain

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



National Flood Hazard Layer FIRMette

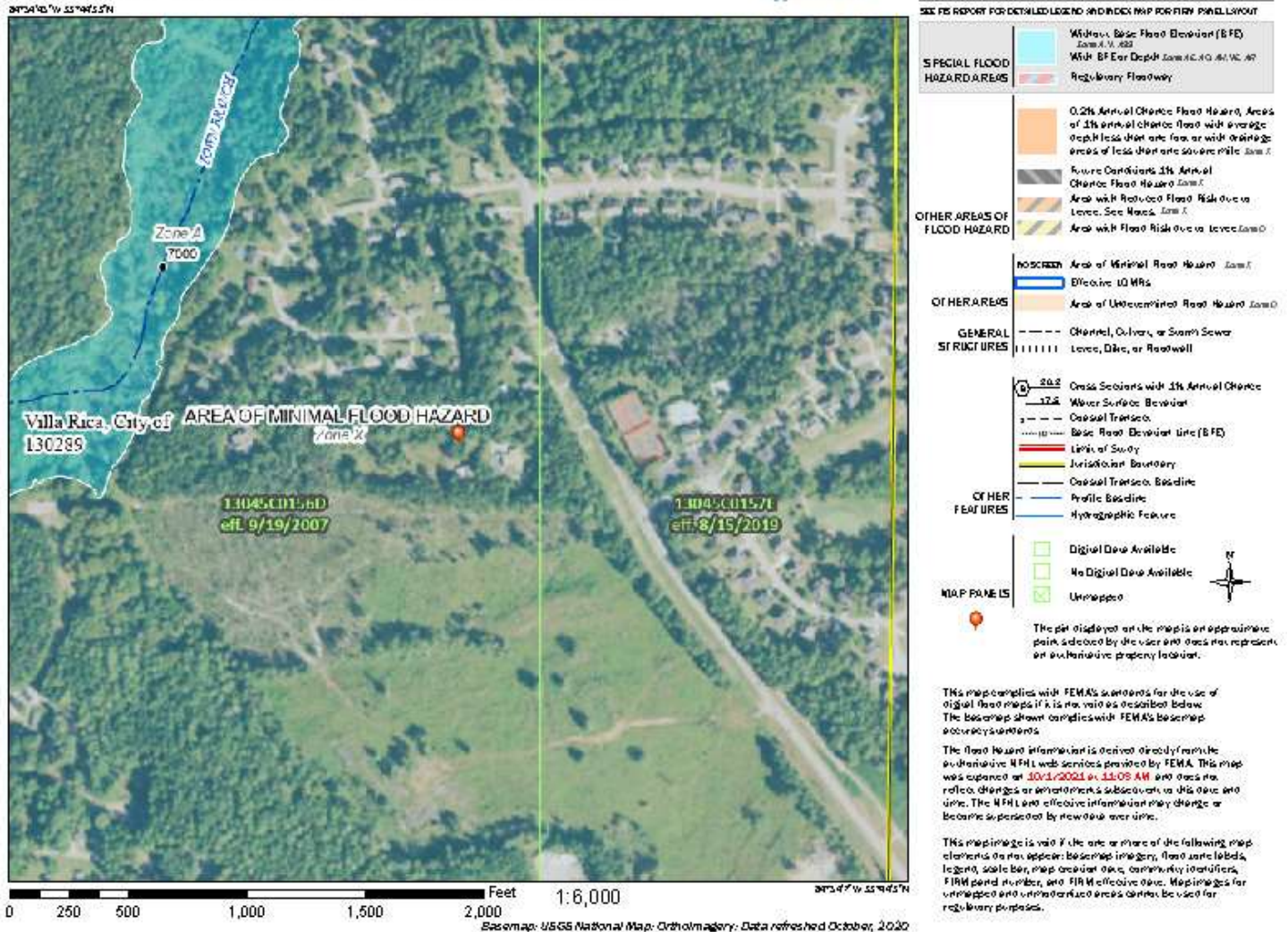


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D

D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant has stated several reasons for not complying with the zoning ordinance, including that the project is a 60-acre development that is a “cohesive multiuse plan which requires taking a wholistic view when site planning.” The specific reasoning for each request is reproduced below.

The Applicant has requested variance relief for the following:

1. Section 7.05 Landscaping Standards: A 30’ buffer between commercial Medium-Density



zoning districts and existing Single-Family Attached (SFA) is required, whereas a 15' wide buffer is requested.

The developer states that this is a mixed-use development intended to blend residents, retail and restaurants. The SFA residential project will be developed with the commercial project therefore new residents will be aware of the proximity of the commercial development with respect to the townhomes before signing a lease.

2. Section 4.04 Lot Standards: Reduce side yard setback from 40' to 20' for Multi-Family (MF2) Zone

The developer requests approval to reduce the side setback for Multifamily (MF2) to 20'. The developer states that the zoning code requires a 40' side setback however as shown on the Variance Plan the intent is to "bring the buildings closer to the street and create an urban-type streetscape with parallel parking, sidewalks and building frontage along the entrance drive. This type of design supports the pedestrian friendly development desired by the city."

3. Section 7.05 Landscaping Standards: Reduce the parking landscaping strip requirement from 10' from the property line for each C2 zoned property to 10' total between properties

The applicant requests approval to provide 10' landscape strip between adjacent outparcels interior to the commercial development as indicated on the Variance Plan. The applicant states that the restaurants and retail are designed to have interconnectivity and shared access and function and one cohesive development.

4. Section 4.04 Lot Standards: Reduce the Minimum Lot Size for Commercial (C2) from 2.5 acres to .75 acres

The applicant requests approval to reduce minimum lot size for outparcels to .75 acres. The applicant states that the shopping center and outparcels are intended to be one development and reducing the minimum lot size allows for more flexibility in designing for additional retail, restaurants, and services to be a part of the development.

5. Section 7.05 Table 7.8 and Table 7.9 Landscaping Standards: Reduce the buffer between existing residential and new Commercial Medium-Density (C2) from 75' to 20'

The applicant proposes to reduce the required 75' buffer between the commercial and existing residential to a 20' undisturbed buffer plus 20' planted landscape buffer with an 8' fence. According to the applicant, "there is significant topographical change between the project and resident parcel, installing a buffer yard to the property line will require construction activities including large equipment in close proximity to the adjacent residents. Currently, building floor elevation of the northernmost outparcel is proposed to be 15'-20' higher than the existing adjacent



residents on Parkway Circle and Punkintown Road. Request approval to leave a 20' Undisturbed Buffer and plant a 20' Planted Buffer with an 8' fence between Commercial C2 parcel and residents. The 20' Undisturbed Buffer will distance the residents from the planned improvements and lessen the impacts construction activities."

6. Section 7.13 – Open Space Requirement: Change location of Open Space

The applicant requests to permit all required commercial open space to be located on any one or a combination of the development's tracts and to aggregate required open space for each parcel. The developer states that "the development was designed with a cohesive vision however there will be separate ownership. Allowing the open space to be aggregated and located in a central location will create larger more accessible open space for residents, customers, and pedestrians."

7. Section 7.02 Off Street Parking and Loading: Increase the minimum amount of parking spaces from 2.61 spaces to 4.5 spaces for the shopping center, and increase the maximum amount of parking spaces from 2.86 parking spaces per 1,000 SF to 5.5 spaces per 1,000 SF for the shopping center

The applicant states: "According to Table 7.4, the Minimum Parking Space Requirement for this Shopping Center is 2.61 with a max 2.86 parking spaces per 1000sf (additional 10%). This ratio is well below the minimum required for a commercial with combination of grocery, retail, and restaurants to be successful. There will be a variety of tenants with different peak hours however there is always overlap during prime times. The most desirable tenants are aware of how limited parking areas impact their ability to serve customers and may choose not to locate in this development. The proposed parking ratios are flexible enough to attract quality tenants.

8. Section 4.04 Lot Standards: Increase density in the MF2 Zone from 19.3 du/acre to 25 du/acre

The applicant requests to increase the density in the MF2 zone from 19.3 dwelling units per acre to 25 dwelling units per acre. The applicant has stated in their statement that "based on analysis of the current market and demographics it was determined multifamily residents expect access to a higher standard of amenities and common areas. Increasing density provides a means to incorporate improved facilities and environments in common areas. Fuqua requests approval to increase the allowable density to provide these improved amenities and a preferred residential experience."

9. Section 9.03 Non-Residential Design Standards: Reduction in ground floor retail transparency on ground level from 75% to 40%



The applicant requests approval to reduce the percentage of transparent ground-floor retail elevations from 75% to 40% for the entire development (shopping center and outparcels). According to the applicant, a front façade with 75% transparency will create an inferior shopping experience for customers which negatively impacts the ability of retailers to compete. “Store layouts maximize area behind the registers for sales and service. A storefront that is 75% requires any back of house operations, kitchens, restrooms, cleaning areas be located to prime shopping area leaving less square footage for sales and services. Customers typically do not shop once they have paid which makes the area along the front façade a prime location for a combination of non-sales retail functions. Also, a reduction in percentage of transparency will allow for a variety of design elements creating a more appealing façade. The façade design for the shopping center will include a variety of materials, fenestration, articulation, and other design elements to increase visual interest.

10. Section 7.05 Landscaping Standards: Remove required 30’ landscape buffer between C2 and Existing Residential MF2

The applicant proposes to eliminate the required 30’ landscape buffer between the C2 and MF2 zones since both zoning districts will be developed together. Therefore, since there are no existing uses and Section 7.05(12) does not apply.

11. Table 4.4 – Zoning Districts: Reduce the minimum living area for Multifamily (MF2) from 950 SF to 900 SF

The applicant states that “based on a recent market study multifamily residents prioritize a higher standard of amenities and common areas. In addition, research suggests a mix of large and small units is preferred and will appeal to a greater number of potential residents. Fuqua proposes to reduce the minimum living area to be able to offer a higher standard of living at varying price points.”

12. Master Sign Plan:

The applicant requests approval for a Building and Monument signs as submitted on the attached Master Sign Plan including all anchor tenant building signs, monument signs for both the shopping center and the outparcels, retail tenant wall signs and the aggregate sign area as depicted on submitted plans.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from this being a wholesome master planned development. Many of the variances are the result of reparceling, prompting their necessity. Staff could not identify any detriments from an approval of the requested variances. Although the site was not developed as a Planned Unit



Development (PUD), it is designed as a master planned community. Many of the zoning ordinance regulations required are meant for single developments or developments all on one lot, which is not the case for this development. Issuance of the variances requested will benefit the entire development and make for a more cohesive development.

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

“The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:
 - i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.



The reparceling of the parcels will result in several regulations in the zoning ordinance to be unmet. This situation is self-imposed; however, the application of the zoning ordinance must have flexibility in allowing for alternative standards in order to make a better project. The variances are not for economic gain.

E. Comments

No Staff Comments

F. Recommendation:

Staff recommendation:

1. Section 7.05 Landscaping Standards: A 30' buffer between commercial Medium-Density zoning districts and existing Single-Family Attached (SFA) is required, whereas a 15' wide buffer is requested.

Recommendation: **APPROVAL**

Reasons: This section should not be applicable since both the SFA and commercial section will be co-developed. There are no existing residential uses to buffer from.

2. Section 4.04 Lot Standards: Reduce side yard setback from 40' to 20' for Multi-Family (MF2) Zone

Recommendation: **APPROVAL**

Reasons: The developer is creating an urban-type streetscape between the MF2 and C2 zoned areas with parallel parking, sidewalks and building frontage along the entrance drive. This type of site design supports the pedestrian friendly development desired by the city.

3. Section 7.05 Landscaping Standards: Reduce the parking landscaping strip requirement from 10' from the property line for each C2 zoned property to 10' total between properties

Recommendation: **APPROVAL**

Reasons: The outparcels will be restaurants and retail designed to have interconnectivity and shared access with the intention of functioning as one cohesive development. The increased landscape strips between outparcels are not functional spaces nor do they allow for enjoyment as Open Space. The additional 5' of landscape strip between parcels serves no purpose and further limits options for quality tenants.

4. Section 4.04 Lot Standards: Reduce the Minimum Lot Size for Commercial (C2) from 2.5 acres to .75 acres

Recommendation: **APPROVAL**



Reasons: This development is designed for maximum potential in attracting the highest quality tenants. Limiting the size of outparcels to 2.5 acres significantly reduces the variety of retail and services that can be offered. As stated, the shopping center and outparcels are intended to be one development and reducing the minimum lot size allows for more flexibility and creativity when designing for additional retail, restaurants, and services.

5. Section 7.05 Table 7.8 and Table 7.9 Landscaping Standards: Reduce the buffer between existing residential and new Commercial Medium-Density (C2) from 75' to 20'

Recommendation: **APPROVAL**

Reasons: There is significant topographical change between the project and resident parcel, installing a buffer yard to the property line will require construction activities including large equipment in close proximity to the adjacent residents. Currently, building floor elevation of the northernmost outparcel is proposed to be 15'-20' higher than the existing adjacent residents on Parkway Circle and Punkintown Road. Request approval to leave a 20' Undisturbed Buffer and plant a 20' Planted Buffer with an 8' fence between Commercial C2 parcel and residents. The 20' Undisturbed Buffer will distance the residents from the planned improvements and lessen the impacts construction activities.

6. Section 7.13 – Open Space Requirement: Change location of Open Space

Recommendation: **APPROVAL**

Reasons: This development was designed with a cohesive vision however there will be separate ownership. Allowing the open space to be aggregated and located in a central location will create larger more accessible open space for residents, customers, and pedestrians.

7. Section 7.02 Off Street Parking and Loading: Increase the minimum amount of parking spaces from 2.61 spaces to 4.5 spaces for the shopping center, and increase the maximum amount of parking spaces from 2.86 parking spaces per 1,000 SF to 5.5 spaces per 1,000 SF for the shopping center

Recommendation: **APPROVAL**

Reasons: According to Table 7.4 the Minimum Parking Space Requirement for this Shopping Center is 2.61 with a max 2.86 parking spaces per 1000sf (additional 10%). This ratio is well below the minimum required for a commercial with combination of grocery, retail, and restaurants to be successful. There will be a variety of tenants with different peak hours however there is always overlap during prime times. The most desirable tenants are aware of how limited parking areas impact their ability to serve customers and may choose not to locate in this development. The proposed parking ratios are flexible enough to attract quality tenants.



8. Section 4.04 Lot Standards: Increase density in the MF2 Zone from 19.3 du/acre to 25 du/acre

Recommendation: **APPROVAL**

Reasons: The increased density will allow for a higher standard of amenities and common areas. Increasing the density provides a means to incorporate improved facilities and environments in common areas. The increased density will provide these improved amenities and a preferred residential experience.

9. Section 9.03 Non-Residential Design Standards: Reduction in ground floor retail transparency on ground level from 75% to 40%

Recommendation: **APPROVAL**

Reasons: A reduction in the percentage of transparency will allow for a variety of design elements creating a more appealing façade. The façade design for the shopping center will include a variety of materials, fenestration, articulation, and other design elements to increase visual interest.

10. Section 7.05 Landscaping Standards: Remove required 30' landscape buffer between C2 and Existing Residential MF2

Recommendation: **APPROVAL**

Reasons: The commercial and residential parcels will be developed together, therefore there are no existing uses and Section 7.05(12) should not apply.

11. Table 4.4 – Zoning Districts: Reduce the minimum living area for Multifamily (MF2) from 950 SF to 900 SF

Recommendation: **APPROVAL**

Reasons: A mix of large and small units will appeal to a greater number of potential residents, and fulfills the Comprehensive Plan objective to supply varying housing sizes, styles and types.

12. Master Sign Plan:

The applicant requests approval for a Building and Monument signs as submitted on the attached Master Sign Plan including all anchor tenant building signs, monument signs for both the shopping center and the outparcels, retail tenant wall signs and the aggregate sign area as depicted on submitted plans.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on March 28th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.



Public Response:

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

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

Very truly yours,

Ronald Johnson

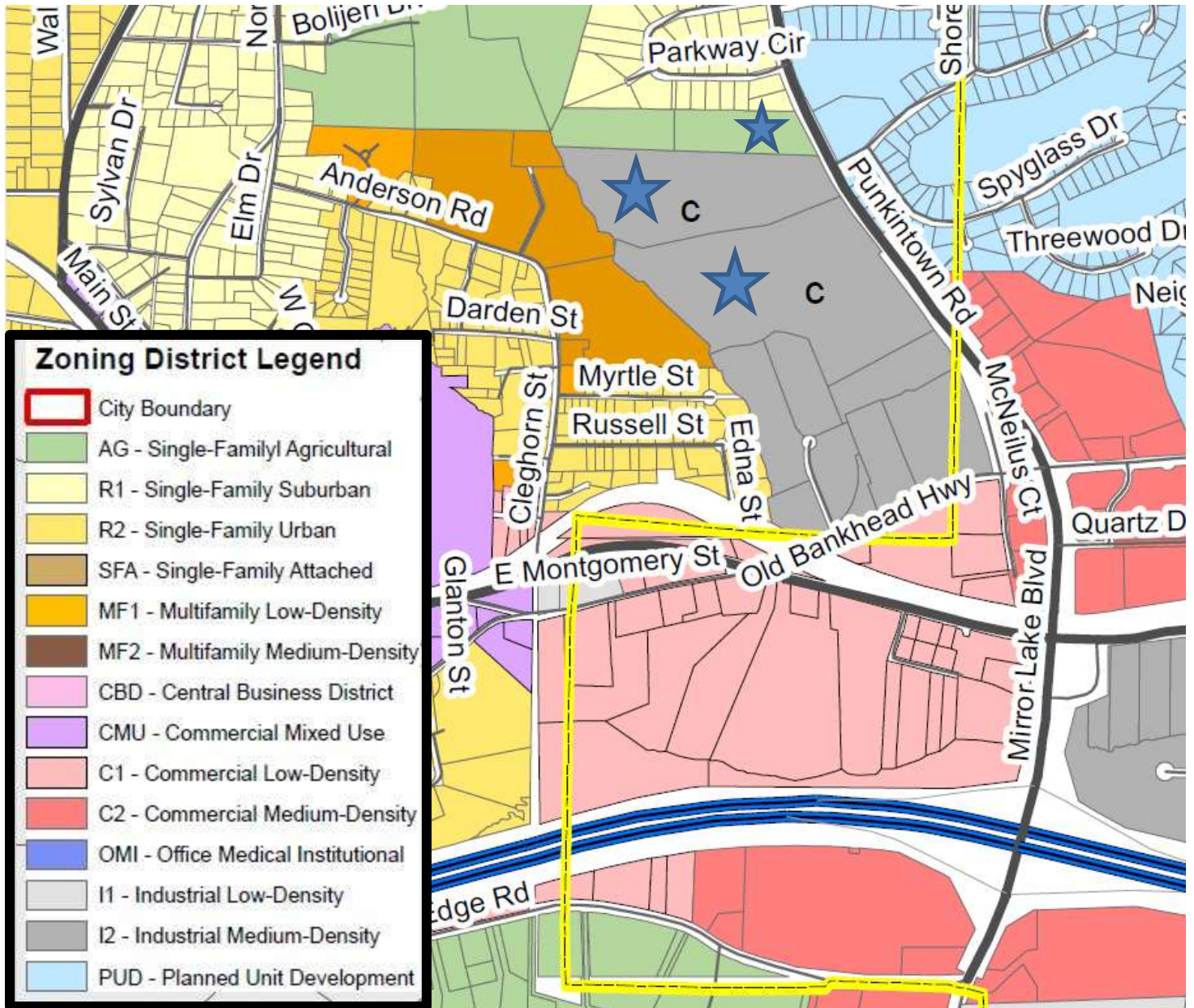
Planning & Zoning Specialist

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



Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

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

ACTIVITY CENTERS

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





Variance Application

Mirror Lake Blvd at Shoreline Parkway

Villa Rica GA



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 3/11/2022

APPLICANT

Applicant Name: Fuqua Acquisitions II, LLC Address:

3575 Piedmont Road NE Ste 800 City: Atlanta State: GA Zip: 30305

Phone: (404) 907 - 1709 Fax: () - Email: kim.wyatt@Fuquadev.com

Agent Name: Jeff Fuqua, President

Address: 3575 Piedmont Road NE Ste 800 City: Atlanta State: GA Zip: 30305
Phone: (404) 907 - 1709 Fax: 404-228-4630 Email: Jeff.Fuqua@fuquadev.com

Owner Name (If different from applicant): David R. Schoerner and Delana C. and Clay C Condon

Parcel # V05_010085, V05_0180062 (Schoerner)

Address: 384 Mirror Lake Blvd (Condon) City: Villa Rica State: GA Zip: 30180

Phone: Schoerner 404-583-1183//Condon 760-521-1860 Fax: () -

Email: Schoerner drs1850@aol.com Condon delana_condon@yahoo.com

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: Parcels V05 010062, V05 010085, V05 010075 across from the intersection of Shoreline Parkway on Mirror Lake Blvd

I, Jeff Fuqua, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

SIGN HERE

Signature of Applicant: Jeff Fuqua, President

3/11/2022
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

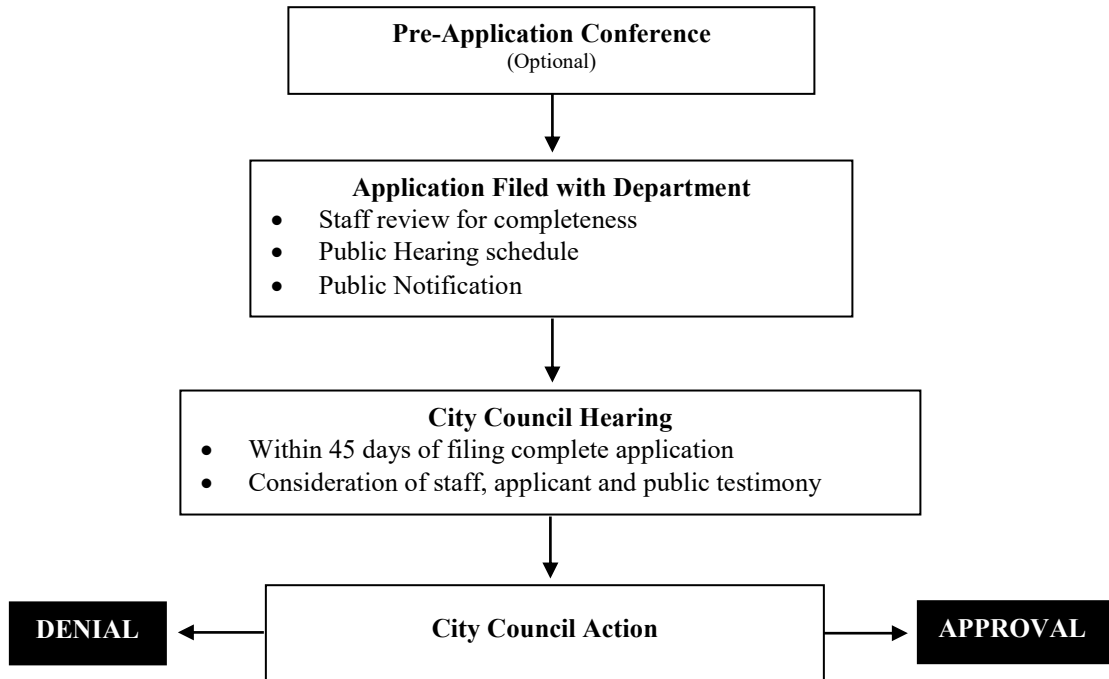
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



Villa Rica
CARROLL COUNTY, GEORGIA

Written Statement
March 10, 2022

Project Description

The proposed project is a 62-acre mixed use development including residential, retail, and restaurants. The parcels were rezoned on October 26, 2021 to Single Family Attached Residential (SFA), Medium-Density Multi-Family Residential (MF2) and Medium Density Commercial(C2). The development includes a 70,454 SF shopping center with a grocery anchor, six outparcels, multi-family and townhomes. The site plan includes open space, walking path, golf cart path, buffers and is designed to accommodate an extension of the proposed Connector Road planned between Mirror Lake Blvd and Cleghorn St.

Variation Requests:

This type of multi-use development requires taking a wholistic view when site planning. For this reason, Fuqua Development is requesting the following variances per the City of Villa Rica, Georgia Article 3- Zoning Code adopted August 14, 200 and revised December 14, 2021, and Article 9- Sign Ordinance Code adopted July 23,2019 and revised February 9, 2021. The site plan submitted with this application (the “Variance Plan”) is provided to indicate the location of the variances.

1. Sec 7.05 Landscaping Standards:
Landscape Buffer Between Commercial (C2) and Existing Residential (SFA)

According to the Villa Rica Code 7.05(12) -Buffer Yard Requirements – The code states “the following requirements shall pertain to buffering a new use from an existing use or district”. For this proposed project, the commercial and residential parcels will be developed together therefore there are no existing uses and Section 7.05(12) does not apply.

2. Sec. 4.04 Lot Standards: Building Side Setback for Multi Family (MF2)

Request approval to reduce the side setback for Multifamily (MF2) to 20’.

The Villa Rica Zoning code requires a 40’ side setback. Per the Variance Plan, this development intends to create an urban-type streetscape between the Multifamily and Commercial with parallel parking, sidewalks and building frontage along the entrance drive. This type of site design supports the pedestrian friendly development desired by the city.

3. Sec. 7.05 Landscaping Standards: Parking located 10' from Property Lines

Request approval to provide 10' landscape strip between adjacent outparcels interior to the commercial development.

Every effort was made to achieve the lot and developments standards as stated in the Villa Rica Code. The outparcels will be restaurants and retail designed to have interconnectivity and shared access with the intention of functioning as one cohesive development. The increased landscape strips between outparcels are not functional spaces nor do they allow for enjoyment as Open Space. The additional 5' of landscape strip between parcels serves no purpose and further limits options for quality tenants.

4. Sec. 4.04 Lot Standards: Minimum Lot Size for Commercial (C2) is 2.5 acres

Request approval to reduce minimum lot size for outparcels to .75 acres.

This development is designed for maximum potential in attracting the highest quality tenants. Limiting the size of outparcels to 2.5 acres significantly reduces the variety of retail and services that can be offered. As stated, the shopping center and outparcels are intended to be one development and reducing the minimum lot size allows for more flexibility and creativity when designing for additional retail, restaurants, and services.

5. Sec. 7.05 Table 7.8, Table 7.9 Landscaping Standards: Planted Buffer Yard (Type 4) between Existing Residential and Commercial (C2) is 75'

Request approval to revise 75' Planted Buffer Yard between Commercial (C2) and Existing Residential to a 20' Undisturbed Buffer plus 20' Planted Buffer with an 8' fence.

There is significant topographical change between the project and resident parcel, installing a buffer yard to the property line will require construction activities including large equipment in close proximity to the adjacent residents. Currently, building floor elevation of the northernmost outparcel is proposed to be 15'-20' higher than the existing adjacent residents on Parkway Circle and Punkintown Road. Request approval to leave a 20' Undisturbed Buffer and plant a 20' Planted Buffer with an 8' fence between Commercial C2 parcel and residents. The 20' Undisturbed Buffer will distance the residents from the planned improvements and lessen the impacts construction activities.

6. Sec. 7.13 – Open Space Requirement
Open Space requirement for Commercial C2 is 5%:

- Request variance to permit Commercial Open Space requirements be located on any one or a combination of the development's tracts
- Request variance to permit Commercial Open Space be allowed to aggregate required open space for each parcel

Section 7.13(1) code states “the purpose of open space is to regulate the intensity of development, preserve natural features and vistas, enhance the aesthetics of the built environment, and supply functional recreational areas.” As previously stated, this development was designed with a cohesive vision however there will be separate ownership. Allowing the open space to be aggregated and located in a central location will create larger more accessible open space for residents, customers, and pedestrians.

7. Sec. 7.02 – Off Street Parking and Loading

Request Parking standard for select uses be revised per the following chart.

Bldg Use	Proposed Parking Minimum /1000SF)	Proposed Parking Maximum /1000SF)
Shopping Center	4.5	5.5
Restaurant	7	20
Carwash (No Minimum Indicated)	1	20

Villa Rica Code states the purpose of the parking minimums is to “provide adequate an appropriate area for the size, location and construction of off-street parking areas”. According to Table 7.4 the Minimum Parking Space Requirement for this Shopping Center is 2.61 with a max 2.86 parking spaces per 1000sf (additional 10%). This ratio is well below the minimum required for a commercial with combination of grocery, retail, and restaurants to be successful. There will be a variety of tenants with different peak hours however there is always overlap during prime times. The most desirable tenants are aware of how limited parking areas impact their ability to serve customers and may choose not to locate in this development. The proposed parking ratios are flexible enough to attract quality tenants.

8. Sec. 4.04 – Lot Standards
Multi Family (MF2) allows for 19.3 units per acre

Request approval to increase MF2 density from 19.3 units per acre to 25 units per acre.

Based on analysis of the current market and demographics it was determined multifamily residents expect access to a higher standard of amenities and common areas. Increasing density provides a means to incorporate improved facilities and environments in common areas. Fuqua requests approval to increase the allowable density to provide these improved amenities and a preferred residential experience.

9. Sec. 9.03 – Non-Residential Design Standards:

Ground-floor retail shall be transparent for 75% of the total ground level facade

Request approval to reduce percentage of transparent ground-floor retail elevations from 75% to 40% for entire development (Shopping Center and Outparcels)

A front façade with 75% transparency will create an inferior shopping experience for customers which negatively impacts the ability of retailers to compete. Store layouts maximize area behind the registers for sales and service. A storefront that is 75% requires any back of house operations, kitchens, restrooms, cleaning areas be located to prime shopping area leaving less square footage for sales and services. Customers typically do not shop once they have paid which makes the area along the front façade a prime location for a combination of non-sales retail functions.

Also a reduction in percentage of transparency will allow for a variety of design elements creating a more appealing façade. The façade design for the shopping center will include a variety of materials, fenestration, articulation, and other design elements to increase visual interest.

10. Sec. 7.05 - Landscaping Standards:

Required Landscape Buffer between C2 and Existing Residential MF2 is 30'

Request approval to eliminate the Buffer Yard required between C2 and proposed residential

According to the Villa Rica Code 7.05(12) -Buffer Yard Requirements – The code states “the following requirements shall pertain to buffering a new use from an existing use or district”. For this proposed project, the commercial and residential parcels will be developed together therefore there are no existing uses and Section 7.05(12) does not apply.

11. Table 4.4 – Zoning Districts

Minimum Living Area for Multifamily (MF2) is 950 sf

Request reduction of the Minimum Living Area from 950SF to 900SF for Medium Density Multifamily (MF2)

Based on a recent market study multifamily residents prioritize a higher standard of amenities and common areas. In addition, research suggests a mix of large and small units is preferred and will appeal to a greater number of potential residents. Fuqua proposes to reduce the minimum living area to be able to offer a higher standard of living at varying price points.

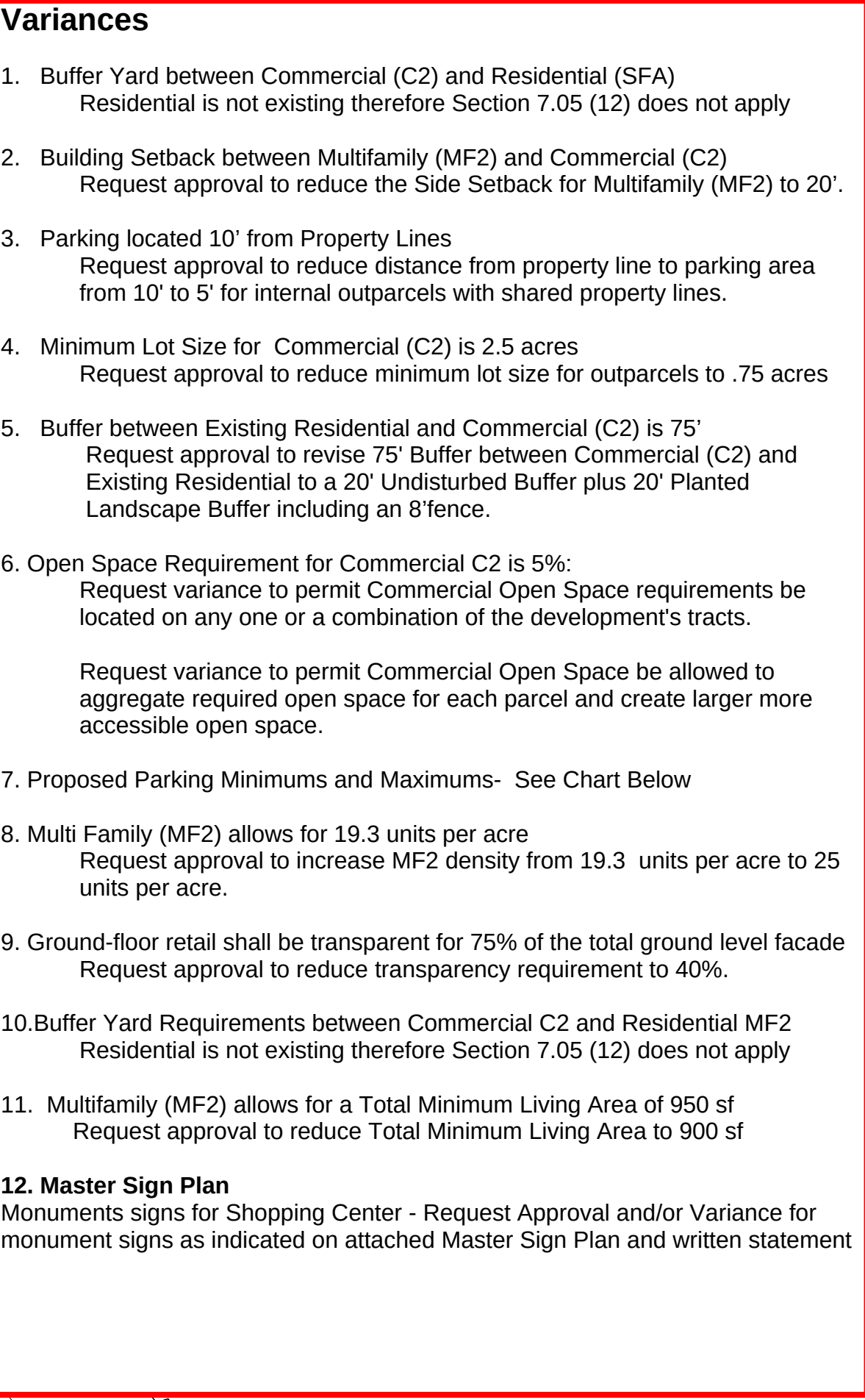
12. City of Villa Rica Sign Ordinance Article 9 Master Sign Plan

Development Signs:

- Request Approval and/or Variance for Building and Monument signs as submitted on the attached Master Sign Plan including all Anchor tenant building signs, monument signs for both the shopping center and the outparcels, retail tenant wall signs and the aggregate sign area depicted.

Outparcel Building Signage:

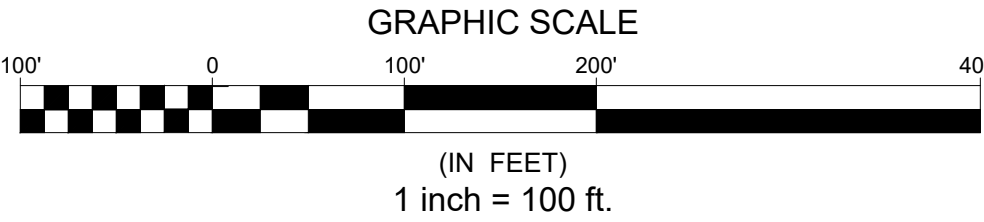
- Outparcel Building Signage will follow Villa Rica Sign Ordinance Article 9 as written unless it is determined that a variance is needed. Any required variances for Outparcel Building Signage will be submitted as a separate request.

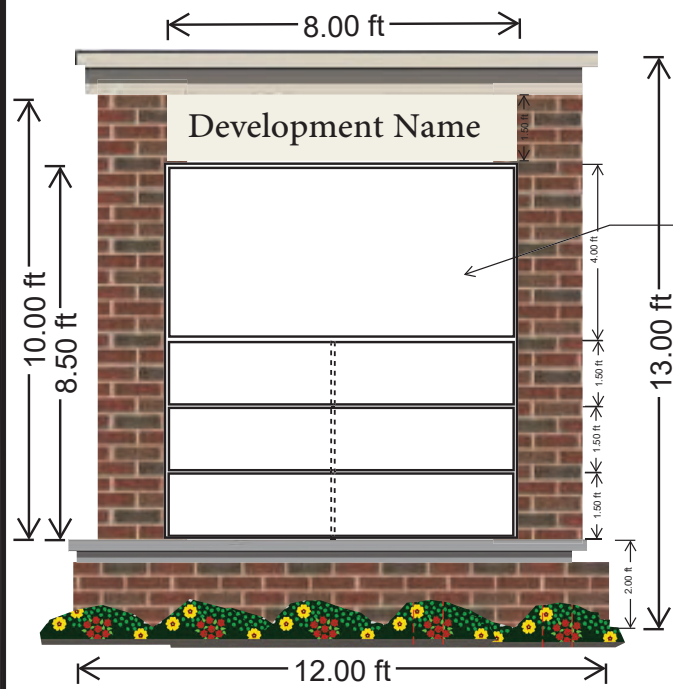


Tract	Blgd Area (Acres)	Blgd Area (SF)	Blgd Use	Proposed Parking Minimum (1/1000SF)	Proposed Parking Minimum (Total)	Proposed Parking Maximum (1/1000SF)	Proposed Parking Maximum (Total)	Parking Provided (1/1000SF)	Parking Provided (Total)	Loading Spaces Required	Loading Spaces Provided	Maximum Lot Coverage (Impervious %) Required	Lot Coverage (Impervious %)	Lot Coverage Provided (Impervious Acreage)	Open Space Required (acre)	Open Space Provided (acre)	Maximum Lot Coverage (Structures %) Required	Maximum Lot Coverage (Structures %) Provided	
Primary Shopping Center Tract																			
A	9.60	70,454	Shopping Center	4.5	317.0	5.5	387	5.28	372	4	4	80%	76%	7.305	0.48		50%	17%	
A	9.60	70,454		5	317	6	387	5.28	372	3	4								
Outparcel Tract																			
1	OP#1	0.97	2,960	Restaurant	7	21	20	59	9.46	28	0	0	80%	66%	0.645	0.05		50%	7%
2	OP#2	1.32	5,000	Restaurant	7	35	20	100	12.20	61	1	1	80%	74%	0.983	0.07		50%	9%
3	OP#3	1.71	5,130	Restaurant	7	36	20	103	18.52	95	1	1	80%	66%	1.136	0.09		50%	7%
4	OP#4	1.66	3,300	Restaurant	7	23	20	66	7.88	26	0	0	80%	50%	0.834	0.08		50%	5%
5	OP#5	1.61	4,334	Carwash (No Minimum Indicated)	1	2	20	0	1.01	5	0	0	80%	51%	0.816	0.08		50%	7%
6	OP#6	1.71	7,100	Quick Oil Change(3 Spaces/ Bay)	3/Bay	24	3/Bay	24	3/Bay	24	1	1	80%	40%	0.680	0.09		50%	10%
TOTAL				18.58	98,878			33	458	106	739	6.18	611	10	7	0.93	1.00		

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD ZONE AS DETERMINED BY F.E.M.A. PER COMMUNITY PANEL MAP #13139C0070G, DATED APRIL 4, 2018.

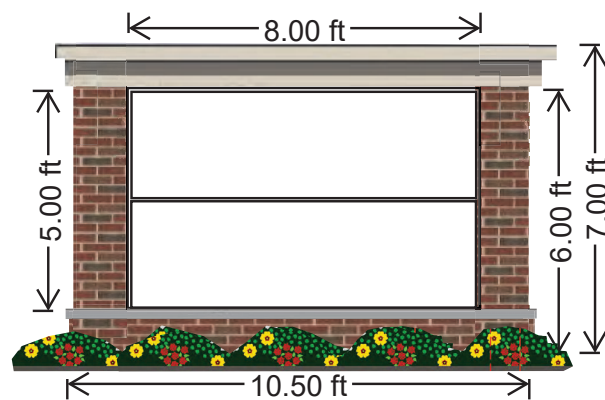
OVERALL
SITE PLAN





SIGN TYPE A ●
SHOPPING CENTER TRACT

(Pylon Multi-Tenant)
Proposed Height - 13.00'
Proposed Sign Area (68 SF Tenant, 80 SF w. Place Name)
Illumination - Internal
(Max Height = 20', Max Sign Face Area = 150 sf)



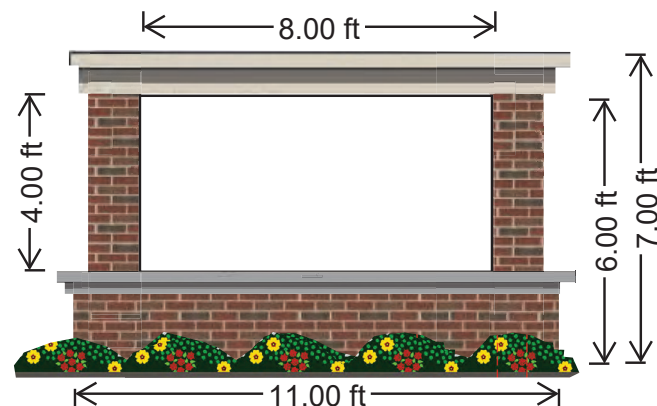
SIGN TYPE B ●
OUTPARCEL TRACTS

(Monument, Commercial)
Proposed Height = 7'0"
Proposed Sign Area = 40sf
Illumination - Internal
(Max Height = 8', Max Sign Face Area = 50 sf)

GENERAL NOTES:

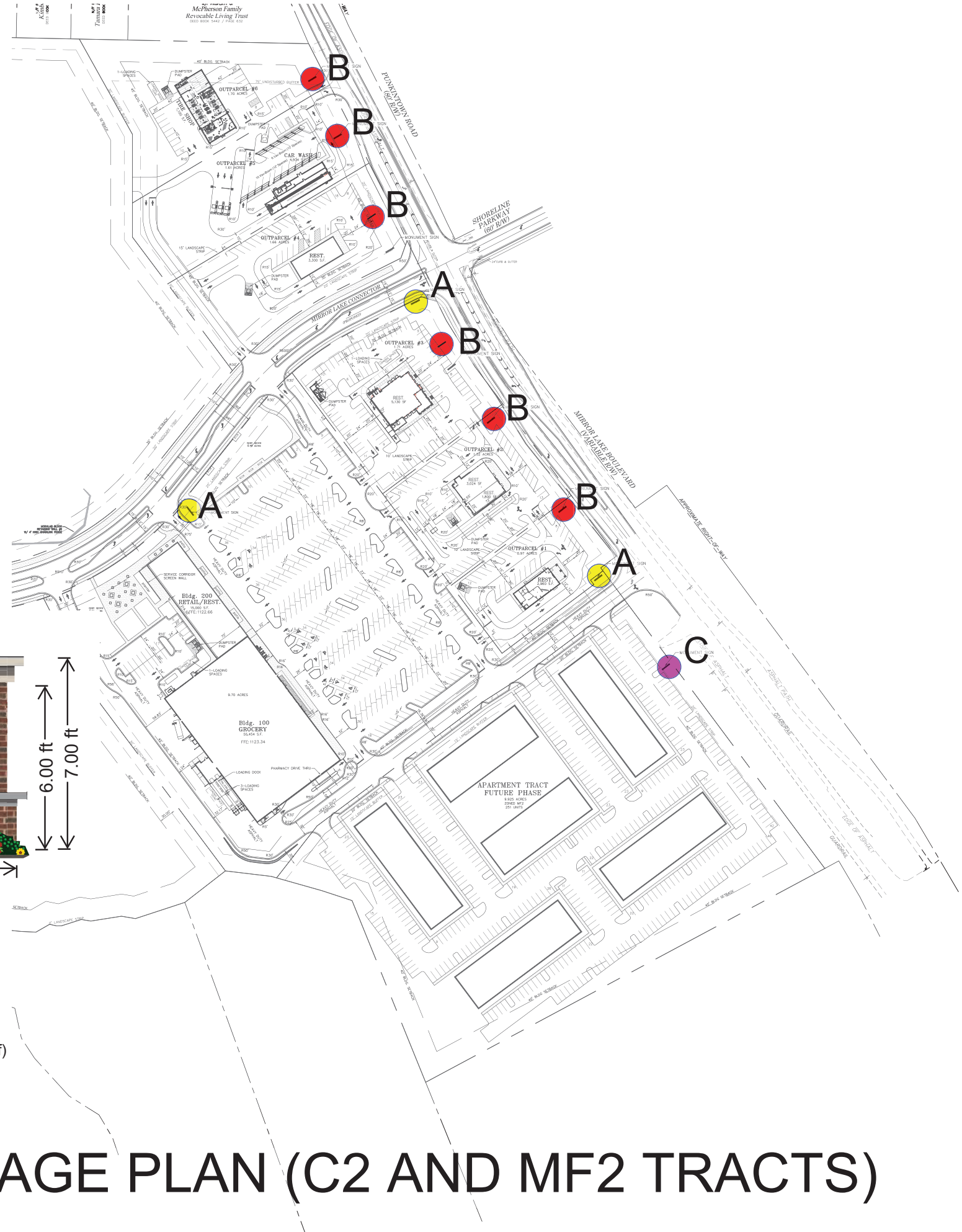
1. Signs depicted are to convey proposed structure height and sign panel sizes. Architectural design aesthetics, colors and finish materials are representative and subject to change.

•The Upper panel style shall be pan formed white acrylic faces, with "Tenant Name Lettering" being embossed, and all lower panel sub-copy flat.



SIGN TYPE C ●
MULTI FAMILY TRACT

(Subdivision Entry)
Proposed Height - 7'0"
Proposed Sign Area (32 SF)
Illumination - Internal
(Max Height = 8', Max Sign Face Area = 32 sf)



MASTER SITE SIGNAGE PLAN (C2 AND MF2 TRACTS)

MASTER BUILDING SIGNAGE PLAN (C2 AND MF2 TRACTS)

ANCHOR TENANT SIGNAGE PACKAGE SCHEDULE:

SIGN A	48" Grocer 14" Food & Pharmacy	SIGN C	8" ENTRY	SIGN E	Address Number	SIGN G	8" EXIT ONLY	SIGN I	12" PHARMACY DRIVE THRU
Type:	Front-lit Channel Letters w/ Tagline	Type:	Routed PVC Letters	Type:	Routed PVC Letters	Type:	Routed PVC Letters	Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED	Illumination:	Non-Illuminated	Illumination:	Non-Illuminated	Illumination:	Non-Illuminated	Illumination:	Internally Illuminated LED
Square Footage:	121.29	Square Footage:	2.04	Square Footage:	TBD	Square Footage:	3.07	Square Footage:	17.17
To Grade:	Top of Sign To Grade = As Shown Bottom of Sign To Grade =	To Grade:	Top of Sign To Grade = As Shown Bottom of Sign To Grade =	To Grade:	Top of Sign To Grade = As Shown Bottom of Sign To Grade =	To Grade:	Top of Sign To Grade = Bottom of Sign To Grade =	To Grade:	Top of Sign To Grade = Bottom of Sign To Grade =
SIGN B	Bank	SIGN D	8" EXIT	SIGN F	16" PHARMACY DRIVE THRU	SIGN H	6" ENTER ONLY..	SIGN J	PHARMACY DIRECTIONAL
Type:	Wall Sign	Type:	Routed PVC Letters	Type:	Individual Channel Letters	Type:	Routed PVC Letters	Sign Type:	S/F Directional
Illumination:	Internally Illuminated LED	Illumination:	Non-Illuminated	Illumination:	Internally Illuminated LED	Illumination:	Non-Illuminated	Illumination:	Non-Illuminated
Square Footage:	3.88	Square Footage:	1.32	Square Footage:	34.37	Square Footage:	6	Square Footage:	(3 EA - 3 sf signs in parking lot)
To Grade:	Top of Sign To Grade = 8'-0 1/2" Bottom of Sign To Grade = 6'-9"	To Grade:	Top of Sign To Grade = As Shown Bottom of Sign To Grade =	To Grade:	Top of Sign To Grade = Bottom of Sign To Grade =	To Grade:	Top of Sign To Grade = Bottom of Sign To Grade =		

EAST GROCER & RETAIL ELEVATION



EAST GROCER ELEVATION



EAST RETAIL ELEVATION

	PAINT SW 7551 GREEK VILLA		PAINT SW 7638 GRECIAN IVORY		PAINT SW 7542 NATUREL		PAINT SW 7543 AVENUE TAN		BLOCK PAINTED SPLITFACE CMU - SW 7543 AVENUE TAN		BRICK ACME BRICK WINDSOR PARK RUFF		METAL ROOF PAC CLAD GRANITE		METAL SW 7069 IRON ORE RAILING / DECORATIVE ALUM. TUBE		METAL PAC CLAD BURNISHED SLATE
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VILLA RICA GROCER
DESIGN DEVELOPMENT

VILLA RICA, GA

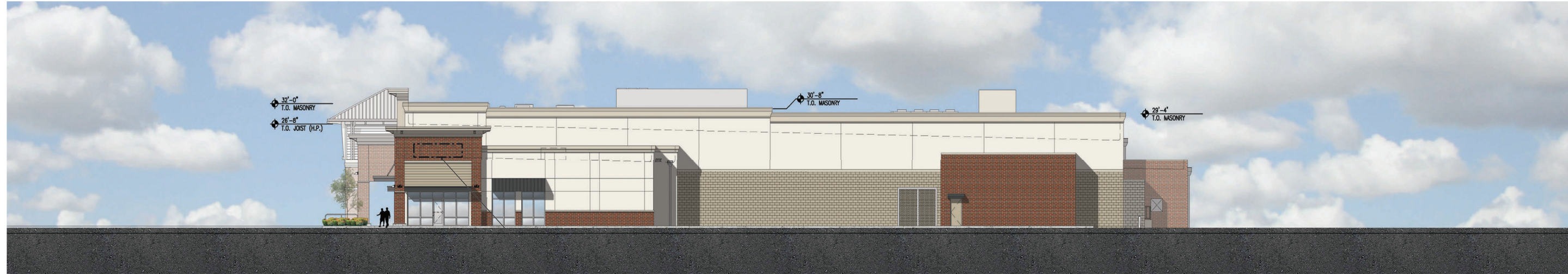
03.01.2022



MASTER BUILDING SIGNAGE PLAN (C2 AND MF2 TRACTS)



SOUTH GROCER ELEVATION



NORTH GROCER & RETAIL ELEVATION

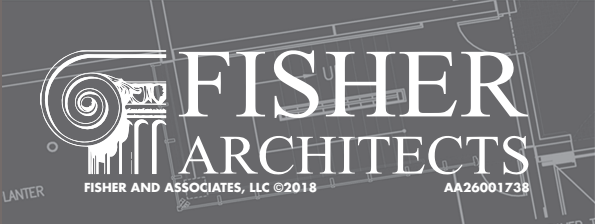


WEST GROCER & RETAIL ELEVATION

	PAINT SW 7551 GREEK VILLA		PAINT SW 7638 GRECIAN IVORY		PAINT SW 7542 NATUREL		PAINT SW 7543 AVENUE TAN		BLOCK PAINTED SPLITFACE CMU - SW 7543 AVENUE TAN		BRICK ACME BRICK WINDSOR PARK RUFF		METAL ROOF PAC CLAD GRANITE		METAL SW 7069 IRON ORE RAILING / DECORATIVE ALUM. TUBE		METAL PAC CLAD BURNISHED SLATE
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VILLA RICA GROCER
DESIGN DEVELOPMENT

VILLA RICA, GA
03.01.2022



AUTHORIZATION OF PROPERTY OWNERS

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

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

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

Signature of Owner(s)

Delena C. Condon and Clay C. Condon

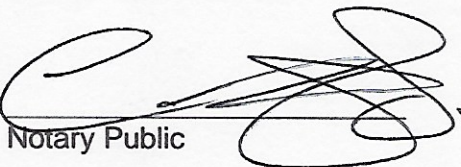
Personally appeared before me

Calvin Jackson Jr.

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

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

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


Notary Public

9/8/2021
Date

W-00445559

762-760-7226

AUTHORIZATION OF PROPERTY OWNERS

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

Address 125 WIND SONG COURT
CARROLLTON, GEORGIA 30117

Phone Number 404-583-1183

Name of applicant(s) FUQUA ACQUISITIONS II, LLC

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

Phone Number 404-907-1709

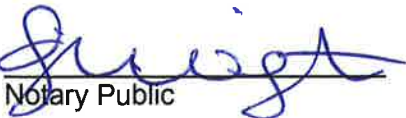
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

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

Personally appeared before me

David Roger Schoerner

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


Notary Public

9-7-21
Date



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of the Effective Date (hereinafter defined) by and between **FUQUA ACQUISITIONS II, LLC**, a Georgia limited liability company (“**Purchaser**”), and [REDACTED], a Georgia resident (as to an undivided 50% interest) [REDACTED], a Georgia limited liability company (as to an [REDACTED] re “**Seller**”).

WITNESSETH:

ARTICLE 1

PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase, all of Seller’s right, title and interest in and to the following:

(a) that certain tract or parcel of land consisting of approximately 55.66 acres, located in Villa Rica, Carroll County, Georgia, and more particularly described on Schedule 1.1.(a), attached hereto and by this reference made a part hereof (the property described in this clause (a) being herein referred to as the “**Land**”);

(b) those rights, easements and appurtenances pertaining to the Land, including (i) all adjacent streets, alleys or rights-of-way, (ii) strips, gaps and gores, if any, in connection with the Land, (iii) any and all oil, gas and minerals lying under, in, on or about or constituting a part of the Land, regardless of whether the minerals are considered part of the surface estate or part of the mineral estate, and (iv) all right, title and interest of Seller with respect any easements or covenants that benefit or burden the Land (the property described in this clause (b) herein referred to collectively as the “**Related Rights**”);

(c) the structures and other improvements (if any) on the Land (the property described in this clause (c) being herein referred to as the “**Improvements**”, and the Land, the Related Rights and the Improvements being hereinafter sometimes collectively referred to as the “**Real Property**”);

(d) all governmental and non-governmental permits, licenses, consents, approvals and authorizations if any, belonging to or inuring to the benefit of Seller and pertaining to the Real Property, to the extent that such permits, licenses, consents and approvals are assignable (the property described in this clause (d), being sometimes herein referred to collectively as the “**Intangible Property**”).

1.2 Property Defined. The Land, the Related Rights, the Improvements and the Intangible Property are hereinafter sometimes referred to collectively as the “**Property**.”

1.3 Permitted Exceptions. The Property shall be conveyed, and Purchaser shall accept the Property, subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to ARTICLE 2 hereof (herein referred to collectively as the “**Permitted Exceptions**”).

1.4 Purchase Price. Seller is to sell and Purchaser is to purchase the Property for a total purchase

price of [REDACTED]
(the “**Purchase Price**”).

1.5 Payment of Purchase Price. The Purchase Price, as adjusted by prorations and adjustments as herein provided, shall be payable in full at Closing in cash by wire transfer of immediately available federal funds to a bank account of First American Title Insurance Company (“**Escrow Agent**”) designated by Escrow Agent in writing to Purchaser prior to the Closing (“**Escrow Agent’s Account**”), and, as adjusted by prorations and adjustments as herein provided, shall be subsequently payable in full at Closing in cash by wire transfer of immediately available federal funds to a bank account designated by Seller in writing to Escrow Agent prior to the Closing.

1.6 Earnest Money.

(a) Within five (5) business days following the Effective Date, Purchaser shall deposit with Escrow Agent the sum of [REDACTED] (the “**First Deposit**”) by wire transfer of immediately available funds.

(b) If Purchaser does not exercise the right to terminate this Agreement in accordance with Section 3.2 hereof, then Purchaser shall, on or before the date that is five (5) business days after the Inspection Date (as defined in Section 3.2 hereof), deposit with such office of Escrow Agent the additional sum of [REDACTED] (the “**Second Deposit**”) by wire transfer of immediately available funds.

(c) The First Deposit and the Second Deposit, when and to the extent deposited, shall constitute earnest money and are herein referred to collectively as the “**Earnest Money**.” If Purchaser fails to deposit the First Deposit or the Second Deposit within the time provided above for such deposit to be made, then Purchaser shall be deemed to have elected to terminate the Agreement pursuant to Section 3.2.

(d) The Escrow Agent shall invest the Earnest Money pursuant to Purchaser’s directions and in accordance with the terms and conditions of ARTICLE 9. All interest accruing and other income earned on such sum shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement.

(e) In any event, if Purchaser is entitled to have the Earnest Money returned to Purchaser pursuant to any provision of this Agreement, then **One Hundred Dollars (\$100.00)** of the Earnest Money shall nevertheless be paid to Seller as good and sufficient consideration for entering into this Agreement. In addition, Seller acknowledges that Purchaser, in evaluating the Property and performing its due diligence investigation of the Property, will devote internal resources and incur expenses, and that such efforts and expenses of Purchaser also constitute good, valuable and sufficient consideration for this Agreement.

ARTICLE 2

TITLE AND SURVEY

2.1 Title Examination; Commitment for Title Insurance. Purchaser may have Seller’s title to the Property examined. The report of such title examination shall be in the form of an owner’s title insurance commitment (as initially issued to Purchaser, the “**Title Commitment**”) issued by Escrow Agent (in its capacity as title insurer sometimes herein called the “**Title Company**”) and may include Uniform Commercial Code searches in the name of Seller, Seller’s members, partners and affiliates, the Property and other appropriate names.

2.2 Survey. Purchaser may, at Purchaser's expense, have the Real Property accurately surveyed by a licensed surveyor or engineer of Purchaser's choice showing the actual boundaries of the Real Property, the acreage contained in the Land, the location of the Improvements and such other matters as Purchaser deems appropriate. Such survey shall constitute the "**Survey**" hereunder. For purposes of the Deed to be delivered to Purchaser at the Closing, the legal description of the Real Property shall be the legal description attached hereto as Schedule 1.1(a) or such other legal description by which Seller acquired title to the Property, as elected by Purchaser. If, however, the metes and bounds description drawn from the Survey reflects a legal description different from the legal description attached hereto as Exhibit A, Seller shall also deliver a quit claim deed, at Closing, containing the legal description drawn from the Survey.

2.3 Title Objections; Cure of Title Objections.

(a) Purchaser shall have until the Inspection Date to notify Seller, in writing, of such objections as Purchaser may have to the Title Commitment (including the title exception documents referred to therein) or the Survey, other than the Permitted Exceptions described in clauses (a) and (b) of Section 2.4. Any item contained in the Title Commitment or shown on the Survey to which Purchaser does not object on or before the Inspection Date shall be deemed a "**Permitted Exception.**"

(b) In the event Purchaser shall notify Seller of objections to title or matters shown on the Survey on or before the Inspection Date, Seller shall have the right, but not the obligation, to cure such objections. On or before the fifth (5th) business day from and after Seller's receipt of Purchaser's notice of objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections. Seller's failure to provide such a notice shall be deemed an election by Seller not to cure any such objection. If Seller elects to attempt to cure, and provided that Purchaser shall not have terminated this Agreement in accordance with Section 3.2 hereof, then Seller shall be obligated to cure such objection or objections. If Seller elects, or is deemed to have elected, not to cure any objections specified in Purchaser's notice, then in either such case Purchaser shall have the right to elect one, but not both, of the following options, which election must in each case be made within the time period provided in paragraph (c) below:

(1) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure, and without reduction of the Purchase Price; or

(2) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 of this Agreement, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(c) If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection, or if Seller is deemed to have elected not to cure any title objections, then in any such case Purchaser shall, within five (5) business days after receiving Seller's notice or the date of Seller's deemed election, as applicable, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (b)(1) above or to terminate this Agreement under clause (b)(2) above. Purchaser's failure to provide such a notice will be deemed an election by Purchaser to accept conveyance under clause (b)(1) above.

(d) Notwithstanding anything contained herein to the contrary, Seller shall be obligated at Closing to discharge all mortgages and other monetary liens encumbering the Property (regardless of whether Purchaser objects to such mortgage or monetary lien). (The term "**mortgage**" as used herein includes any mortgage, deed of trust, deed to secure debt and similar security instrument securing an indebtedness of Seller and encumbering the Property or any

portion thereof; the terms “**discharge**” and “**discharged**” as used herein include compliance with a statutory bonding procedure that has the legal effect of removing the mortgage or other item as a lien on the Property).

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer the Property to Purchaser. It shall be a condition to Purchaser’s obligation to close this transaction that the Title Company shall have issued the Title Policy to Purchaser (or unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). “**Title Policy**” means an extended coverage American Land Title Association (ALTA) Form 206 Owner’s Policy of Title Insurance insuring Purchaser’s fee simple title to the Real Property, in the full amount of the Purchase Price with the standard exceptions deleted, subject only to the following matters, which shall be deemed to be Permitted Exceptions:

- (a) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to proration and adjustment as herein provided;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building, zoning and land use laws, ordinances and regulations, now or hereafter in effect relating to the Property;
- (c) additional items, if any, appearing of record or shown on the Survey, approved or deemed approved by Purchaser pursuant to Section 2.3 or 2.5 hereof; and
- (d) additional items, if any, approved by Purchaser pursuant to Section 5.4(e) hereof.

2.5 Pre-Closing “Gap” Title Defects. Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Seller in writing of any objections to title first raised by the Title Company or the surveyor after the effective date of the Title Commitment or Survey, as appropriate; provided, however, that Purchaser must notify Seller of any such objections within ten (10) business days of Purchaser’s first receipt of the updated title commitment or updated survey, whichever first provides notice of the condition giving rise to any such objection. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser on or before the Inspection Date.

ARTICLE 3

INSPECTION AND DEVELOPMENT

3.1 Right of Inspection.

(a) Beginning upon the Effective Date and continuing thereafter so long as this Agreement remains in full force and effect, Purchaser shall have the right to make a physical inspection of the Property, and Purchaser, personally or through agents, employees or contractors, may go upon the Property during normal business hours or at other reasonable times to make boundary line or topographical surveys and to conduct such studies, tests, samplings, investigations and analyses of any and all aspects of the Property as Purchaser deems desirable, including, without limitation, engineering, environmental, soil, and groundwater and other tests, samplings, investigations and studies of the Property.

(b) In addition to any other obligation to assist Purchaser in the inspection of the Property, Seller hereby agrees to deliver to Purchaser within five (5) days following the Effective Date true and correct copies of all materials described on Schedule 3.1(b) attached hereto and by this reference made a part hereof (collectively, the “**Property Documents**”), to the extent Seller has not already done so.

(c) Purchaser shall indemnify, hold harmless and defend Seller from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) of whatsoever nature (individually, a "**Claim**," and collectively, "**Claims**") that may be incurred by Seller and arise out of or in connection with the acts or omissions of Purchaser and its agents, representatives, contractors and consultants, or any of them. Such Claims shall include, but are not limited to, Claims arising out of or in connection with personal injury or death of persons, loss, destruction or damage to property, or liens or Claims of lien filed against the Property. Such Claims shall exclude, however, any Claims to the extent such Claims arise out of the discovery of, or the non-negligent, accidental or inadvertent actual or threatened release or movement of, any Hazardous Materials (as defined in Section 5.1) resulting from Purchaser's inspections and other activities (unless the Hazardous Materials are brought onto the Property by Purchaser or Purchaser's authorized agents, employees, consultants or contractors). This Section 3.1(c) shall survive Closing or any termination of this Agreement.

3.2 Right of Termination. Seller agrees that in the event Purchaser determines, in Purchaser's sole discretion, that it does not wish to acquire the Property for any reason or no reason, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller on or before the date that is [REDACTED] following the Effective Date (the "**Inspection Date**"). Upon any such termination of this Agreement pursuant to Purchaser's rights under this Section 3.2, the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 hereof, and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser fails to give Seller timely notice of termination on or before the Inspection Date, then Purchaser shall no longer have the right to terminate this Agreement under this Section 3.2. (The period commencing on the Effective Date and ending on the Inspection Date is sometimes referred to herein as the "**Inspection Period**.")

3.3 Entitlements. Purchaser shall have [REDACTED] following the Inspection Date (the "**Permitting Period**") to (a) rezone the Property under the applicable zoning ordinance to permit mixed-use development (the "**Rezoning**") and obtain Final Rezoning (as hereinafter defined); (b) obtain a land disturbance permit for Purchaser's development (the "**LDP**"); and (c) amend that certain Development Agreement between Seller and the City of Villa Rica, Georgia (the "**City**") dated August 26, 2020 to specify the location of the land to be donated to the City for construction of a public road (the "**Amendment**") "**Final Rezoning**" means the Rezoning has been duly approved by all applicable governmental and quasi-governmental authorities, subject only to such conditions or restrictions as are agreed to or approved by Purchaser in its sole discretion. Seller shall cooperate with Purchaser to obtain the Rezoning and LDP, including the execution and delivery of such applications, letters of intent, and other documents and information as Purchaser reasonably requests. If Purchaser is unable to obtain Final Rezoning, the Amendment and/or the LDP during the Permitting Period, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller on or before the expiration of the Permitting Period. Upon any such termination of this Agreement pursuant to Purchaser's rights under this Section 3.3, the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 hereof, and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser fails to give Seller timely notice of termination on or before the expiration of the Permitting Period, then Purchaser shall no longer have the right to terminate this Agreement under this Section 3.3.

3.4 Due Diligence Information. In the event that this Contract is terminated for any reason, and provided that the Contract termination is not the result of a default by Seller, Purchaser shall within ten (10) business days after receipt of written request from Seller, at its sole cost and expense, but without any recourse, representation or warranty with respect to the same, provide to Seller complete electronic copies of all surveys, plats, studies, reports, plans, specifications, applications, information and other materials

prepared by third parties for, on behalf of or at the request of Purchaser (collectively, the “**Due Diligence Information**”) in connection with its feasibility studies of the Property. The term “Due Diligence Information” shall not be deemed to include any environmental reports obtained by Purchaser, or any other reports, investigations, analyses, and/or other documents or materials which constitute proprietary information of Purchaser or which are subject to a non-disclosure or confidentiality agreement or otherwise privileged and confidential pursuant to a recognized legal privilege (such as attorney-client communication and/or attorney work product). Not in limitation of the foregoing, Seller expressly acknowledges and agrees that Purchaser shall not be required to deliver to Seller, and the same shall not be considered “Due Diligence Information”, originals, copies, or abstracts of any architectural plans or designs or other plans and designs for any buildings or any other vertical improvements of any type obtained by or prepared by Purchaser with respect to the Property or otherwise in connection with Purchaser’s due diligence. Purchaser does not represent or warrant to Seller that it will obtain any Due Diligence Information. With respect to any Due Diligence Information provided to Seller and any other information made available to Seller by or on behalf of Purchaser, Seller acknowledges and agrees that:

(a) Purchaser makes no covenant, representation or warranty whatsoever as to such information, including, without limitation, its content, reliability, accuracy or completeness,

(b) if Seller uses or relies on any information provided by Purchaser, Seller shall do so solely at Seller’s own risk, and Purchaser makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon,

(c) the parties preparing any such information are not the agents of Purchaser,

(d) Purchaser shall have no duty to advise Seller of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, and

(e) Purchaser shall have no liability, and is hereby released from all liability, to Seller, its successors and/or assigns, with respect to such information, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information. The provisions of this Section shall survive the termination of this Contract.

3.5 Commitment to Proceed. The parties acknowledge that Seller has granted to Purchaser up to [REDACTED] as the “Inspection Period,” and [REDACTED] for the “Permitting Period.” Purchaser recognizes that Seller was actively marketing the Property for sale until the Effective Date. Purchaser further acknowledges that the Property could be off the market for [REDACTED] with no compensation or consideration paid to Seller for its forbearance from marketing the Property other than the consideration described in the Section 1.6(e). Purchaser commits that it shall use commercially reasonable efforts to investigate the Property and to make a determination of the feasibility of Purchaser’s intended use of the Property, which may include, without limitation, meeting with governmental officials, entering into discussions with potential retail tenants and/or residential developers and engaging consultants to produce site plans, surveys, reports or feasibility studies; provided, however, Purchaser shall have no obligation to take any action that Purchaser reasonably determines to be unwarranted, impractical or a waste of resources under the circumstances. Commencing on the 30th day following the Effective Date and continuing thereafter each month until the expiration of the Permitting Period, Purchaser shall provide to Seller, via e-mail, a status report as to the progress made by Purchaser with respect to its investigation of the Property.

ARTICLE 4

CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby (“**Closing**”) shall be conducted by mail/overnight delivery via the Escrow Agent on the date that is [REDACTED] days following the expiration of the Permitting Period. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3. The Closing may be held at such other place or such

earlier time and date as Seller and Purchaser shall mutually approve in writing. The date on which the Closing is scheduled to occur hereunder (or, if earlier, the date on which Closing occurs) is sometimes referred to herein as the “**Closing Date**”.

4.2 Seller’s Obligations at Closing. At Closing, Seller shall:

- (a) deliver to Purchaser a limited warranty deed, duly executed by Seller, pursuant to which Seller shall convey the Real Property to Purchaser subject only to the Permitted Exceptions (the “**Deed**”);
- (b) deliver to Purchaser a blanket bill of sale and assignment, duly executed by Seller, pursuant to which Seller shall convey the Intangible Property to Purchaser;
- (c) deliver to Purchaser a certificate (“**Seller’s Closing Certificate**”), dated as of the date of Closing and duly executed by Seller, stating that the representations and warranties of Seller contained in Section 5.1 of this Agreement are true and correct in all material respects as of the date of Closing;
- (d) deliver to Purchaser such evidence as Purchaser’s counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;
- (e) deliver to Purchaser an affidavit duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (f) deliver to the Title Company a title insurance affidavit, duly executed by Seller or a representative of Seller, in form and content reasonably satisfactory to Purchaser and the Title Company and sufficient for the Title Company to issue the Title Policy;
- (g) deliver to Escrow Agent and Purchaser such certificate or affidavit, if any, as is required under applicable provisions of Georgia law and regulation, to assure Escrow Agent and Purchaser that Georgia tax withholding is not required. If Seller fails to deliver such certificate or affidavit, and otherwise fails to provide Escrow Agent and Purchaser reasonably satisfactory assurance that withholding is not required, then Escrow Agent and Purchaser shall be entitled to withhold applicable Georgia taxes if and to the extent required by applicable law and regulation;
- (h) deliver such additional documents as shall be reasonably requested by the Title Company or Purchaser or required to consummate the transaction contemplated by this Agreement; provided, however, that in no event shall Seller be required to indemnify the Title Company, Purchaser, or any other party pursuant to any such documents, or undertake any other material liability not expressly contemplated in this Agreement, unless Seller elects to do so in its sole discretion;
- (i) if the legal description attached hereto as Schedule 1.1(a) differs from the legal description of the Property drawn from the Survey, Seller shall at Closing deliver (in addition to the Deed) a quit claim deed conveying the Real Property pursuant to the legal description drawn from the Survey;
- (j) deliver a broker’s lien waiver in form and content reasonably satisfactory to Purchaser and the Title Company; and
- (k) deliver to Purchaser possession and occupancy of the Property, subject only to the Permitted Exceptions.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

- (a) deliver to Escrow Agent the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided on the Closing Date, in immediately available federal funds wire transferred to Escrow Agent's Account pursuant to Section 1.5 above, it being agreed that at Closing the Earnest Money shall be applied towards payment of the Purchase Price, and deliver to Escrow Agent instructions to immediately release the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, to Seller;
- (b) deliver to the Title Company such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;
- (c) deliver such additional documents as shall be reasonably requested by the Title Company or required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement, unless Purchaser elects to do so in its sole discretion.

4.4 Credits and Prorations.

(a) All income and expenses in connection with the operation of the Property shall be apportioned, as of 12:01 A.M., on the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date, such that, except as otherwise expressly provided to the contrary in this Agreement, Seller shall have the benefit of income and the burden of expenses for the day preceding the Closing Date and the Purchaser shall have the benefit of income and the burden of expenses for the Closing Date and thereafter. The items below will be prorated at Closing utilizing the information known at that time, and a post-closing "true-up" shall take place within ninety (90) days of the Closing Date (or such later date, if needed) to adjust said prorations, if necessary. Such prorated items shall include, without limitation, the following:

- (1) ad valorem taxes and assessments levied against the Property for the tax year in which Closing occurs;
- (2) any utility costs and other operating expenses or other items pertaining to the Property which are customarily prorated between a Purchaser and a Seller in the area in which the Property is located; and
- (3) if applicable, annual assessments or similar periodic charges under any private covenants, conditions, restrictions or easements affecting the Property.

(b) Notwithstanding anything contained in the foregoing provisions:

(1) Any ad valorem taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and Purchaser shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing.

(2) If after Closing any ad valorem taxes or other assessments with respect to the Property are or become due for the year of Closing or prior years, then Seller shall pay to Purchaser, within ten (10) days following receipt of Purchaser's statement therefor, (i) the full amount of such additional taxes for any year prior to the year of Closing and (ii)

Seller's share of any such additional taxes for the year of Closing, prorated in the manner set forth above; and such obligation of Seller shall not merge with the deed(s) to be delivered hereunder but shall survive the Closing.

(c) The provisions of this Section 4.4 shall survive Closing.

4.5 Closing Costs.

(a) Seller shall pay (i) the fees of any counsel representing it in connection with this transaction, (ii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iii) the costs of curing all title objections for which Seller is responsible under this Agreement, and (iv) the costs of recording all mortgage cancellations, if applicable, and all recordable documents contemplated by this agreement.

(b) Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction, (ii) any escrow fees charged by the Escrow Agent or Title Company, (iii) the premium for the Title Policy and for any lender's title policy, (iv) the cost of Purchaser's inspections of the Property, (v) the cost of the Survey, and (vi) the costs of any financing obtained by Purchaser.

(c) Except as otherwise provided herein, all other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

4.6 Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing (or such earlier time as otherwise required hereby) of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser by Seller or Seller's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.2.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing, as if made and updated as of the Closing Date (without any reference to "knowledge").

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

(d) Neither the Property nor Purchaser's intended development shall have been materially adversely affected by any legislative or regulatory change, executive order, moratoria, injunction or act of God.

(e) All other conditions precedent to Purchaser's obligation to consummate the transaction hereunder (if any) which are set forth in this Agreement shall have been satisfied on or before the date of Closing.

In the event any of the foregoing conditions has not been satisfied by the Closing Date other than through failure of Purchaser to fully comply with its obligations under this Agreement, Purchaser shall have the right to terminate this Agreement by written notice given to Seller on the Closing Date, whereupon Escrow Agent shall refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with ARTICLE 6.

4.7 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

- (a) Purchaser shall have paid the Purchase Price in the manner provided in Section 4.3(a).
- (b) Purchaser shall have delivered to Seller all of the items required to be delivered to Seller by Purchaser or Purchaser's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3.
- (c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing, as if made and updated as of the Closing Date.

In the event any of the foregoing conditions has not been satisfied by the Closing Date other than through failure of Seller to fully comply with its obligations under this Agreement, Seller shall have the right to terminate this Agreement by written notice given to Purchaser on the Closing Date, whereupon Escrow Agent shall refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive a termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with ARTICLE 6.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby makes, as of the Effective Date, the following representations and warranties to Purchaser, which representations and warranties shall be updated as of the Closing Date pursuant to Seller's Closing Certificate.

- (a) **Organization and Authority.** Seller [REDACTED] has been duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Georgia and said Seller is qualified to conduct business in the state in which the Property is located.

Seller, to wit: [REDACTED], has the full right and authority to enter into this Agreement and to transfer the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Seller is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Seller in connection with the transactions described herein, will violate (i) any provision of Seller's organizational documents; or (ii) any material agreements, regulations, or laws to or by which Seller is bound. This Agreement has been duly authorized, executed and delivered by Seller, and, assuming the due execution and delivery of this Agreement by Purchaser, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

- (b) **Consents.** Seller has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under Seller's organizational documents or any covenant, agreement, encumbrance, law or regulation by which Seller or the Property is bound.

- (c) **Pending Actions.** No action, suit, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment is pending or, to Seller's knowledge, threatened

against Seller or the Property or which otherwise pertains to the Property or the transaction contemplated by this Agreement.

(d) **Condemnation.** Seller has received no notice of, nor to the best of Seller's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof or concern the widening, change of grade or limitation on the use of streets abutting the Property. Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(e) **No Assessments.** To Seller's knowledge, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year, if any, that are not currently due and payable), whether or not they have become liens; and Seller shall notify Purchaser upon learning of any such assessments. Seller has not filed any pending notices of protest against real property tax assessments with respect to the Real Property, nor has Seller engaged anyone to file such a protest (other than protests which have been concluded).

(f) **Existing Agreements; Service Contracts.** There are no leases, service contracts, maintenance contracts, management agreements, occupancy agreements or other agreements or understandings relating to the Property that will be binding on Purchaser or the Property on or after the Closing Date, except for the Permitted Exceptions.

(g) **Environmental Matters.** (i) Seller has received no written notice from any governmental authority, neighboring property owner or other party asserting any violation of Environmental Laws related to the Property which has not been cured or corrected as of the Effective Date, (ii) Seller has not commissioned any study or investigation relating to the presence or absence of Hazardous Materials on the Property, (iii) to Seller's knowledge, no areas on the Property exist where Hazardous Materials have been generated, disposed of, released or found, (iv) Seller has no knowledge of the existence of any areas for the storage or disposal of any Hazardous Materials on the Property, and (v) to Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, and the Property previously has not been used as a landfill or as a dump for garbage or refuse. The term "**Environmental Laws**" as used herein includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials. The term "**Hazardous Materials**" as used herein includes petroleum (including crude oil or any fraction thereof) polychlorinated bi-phenyls (PCBs), asbestos, lead-based paint, and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Laws.

(h) **Conflicts.** There is no agreement to which Seller is a party, or binding on Seller, which is in conflict with this Agreement.

(i) **Contractors and Suppliers.** All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor for or supplied material to Seller with respect to the Property have been paid in full, and all liens arising from any such services, labor or materials (or claims with which the passage of time or notice or both could mature into liens) have been satisfied and released.

(j) **Permits and Legal Compliance.** Seller has not received written notice of an intention of any governmental authority to revoke any license, permit or certificate required for the development, use, operation or occupancy of the Property. Seller has not received any written notice that the Property is in violation of any zoning, building, fire, health, environmental or other law, statute, ordinance, regulation or order of any governmental or public authority applicable to the Property or any private covenants or restrictions encumbering the Property that remains uncured.

(k) **Financial Status.** Seller is solvent, has not made a general assignment for the benefit of its creditors, and has not admitted in writing its inability to pay its debts as they become due. Seller has neither filed, nor does it contemplate the filing of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceeding for the relief of debtors in general, nor has any such proceeding been instituted by or against Seller, nor is any such proceeding to Seller's knowledge threatened or contemplated. The sale of the Property will not render Seller insolvent.

5.2 Intentionally Omitted.

5.3 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 5.1 shall survive Closing for a period of one (1) year, unless notice setting forth a specific claim under any such representation or warranty shall be given to Seller within that period, in which case such representation or warranty shall survive until such claim is finally and fully resolved.

5.4 Covenants of Seller. Seller hereby covenants with Purchaser, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(a) **Maintenance of Property.** Seller shall maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof.

(b) **Provide Copies of Notices.** Seller shall furnish Purchaser with a copy of all written notices received by Seller from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within five (5) business days following Seller's receipt thereof, but, if received by such date, in no event later than two (2) business days prior to the Closing Date.

(c) **Execution of New Contracts.** Seller shall not, without Purchaser's prior written consent in each instance (which consent may be withheld in Purchaser's sole discretion), enter into any contract or agreement that will be an obligation affecting the Property or binding on Purchaser after the Closing.

(d) **Maintenance of Permits.** Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the development, ownership, operation or improvement of the Property, and are of a continuing nature.

(e) **Disposition of the Property and Other Matters.** For so long as this Agreement remains in force, Seller shall not:

(1) sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any interest or estate therein), change or request a change in the zoning classification of the Property or any development restrictions applicable to the Property, or consent to or acquiesce in any of the foregoing, except as may be requested by Purchaser or as permitted pursuant to Section 10.21 hereof;

(2) list the Property with any broker or otherwise solicit or make or accept any offers to sell or exchange the Property, engage in any discussions or negotiations with any

third party with respect to the sale, exchange or other disposition of the Property, or enter into any letters of intent, contracts or other agreements (whether or not binding) regarding the sale, exchange or other disposition of the Property;

(3) enter into any contract that will be an obligation affecting the Property subsequent to the Closing; or

(4) enter into any lease, license or occupancy agreement of all or any part of the Property.

(f) **Subdivision.** In the event a subdivision plat is required pursuant to applicable law in connection with the conveyance of the Property to Purchaser and/or the development of the Property, Seller shall use Seller's diligent efforts to cause the Property to be properly subdivided in compliance with such applicable law prior to Closing. Without limitation, Seller shall sign subdivision plats and other normal and customary documentation as may be required to comply with applicable law relating to the subdivision of the Property. Purchaser shall have the right to approve the subdivision plat and any conditions applicable to the subdivision, whether proposed by Seller or applicable governmental authorities.

5.5 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date:

(a) **Organization and Authority.** Purchaser has been duly organized and is validly existing as a limited liability company under the laws of the State of Georgia. Purchaser has the full right and authority to enter into this Agreement and to purchase the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Purchaser is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Purchaser in connection with the transactions described herein, will violate any provision of Purchaser's organizational documents or of any agreements, regulations, or laws to or by which Purchaser is bound. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Subject to Purchaser's customary internal approval process for real estate purchases, Purchaser has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under Purchaser's organizational documents or any covenant, agreement, encumbrance, law or regulation by which Purchaser is bound.

(c) **Pending Actions.** There is no action, suit, arbitration, administrative or judicial administrative proceeding, or unsatisfied order or judgment pending or, to Purchaser's knowledge, threatened against Purchaser or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on Purchaser's ability to consummate the transaction contemplated herein.

5.6 Survival of Purchaser's Representations and Warranties. The representations and warranties of Purchaser set forth in Section 5.5 shall survive Closing for a period of one (1) year after Closing.

ARTICLE 6

DEFAULT

6.1 Default by Purchaser. If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to *Official Code of Georgia Annotated §13-6-7*. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under the *Official Code of Georgia Annotated §13-6-7*.

6.2 Default by Seller. If Seller breaches this Agreement, then Purchaser may terminate this Agreement, whereupon Escrow Agent shall refund the Earnest Money to Purchaser, on demand, without prejudice to any other rights or remedies of Purchaser hereunder, at law or in equity. Without limitation on the foregoing, Purchaser shall have the right to seek specific performance of this Agreement, damages, injunctive relief and other equitable remedies.

6.3 Notice of Default; Opportunity to Cure. Neither Seller nor Purchaser shall be deemed to be in default hereunder until and unless such party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within ten (10) business days after receipt of such notice.

ARTICLE 7

RISK OF LOSS

7.1 Risk of Loss. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of, damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. For purposes of this Agreement, any contamination of the Property with Hazardous Materials, or release or discharge at the Property of Hazardous Materials, occurring on or after the Effective Date shall constitute a casualty.

7.2 Casualty or Condemnation. In the event of any damage to or destruction of the Property or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of any portion of the Property (or any interest in or rights appurtenant to the Property) by anyone having the power of eminent domain, Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (a) terminate this Agreement and all of Purchaser's obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser, this Agreement shall terminate and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement; or (b) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Section 7.2, then Seller shall on the Closing Date pay to Purchaser all insurance proceeds then received by Seller and all condemnation awards and compensation

then received by Seller. In addition, Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or taking.

7.3 Notice of Condemnation or Casualty. Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any damage, destruction, condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (a) and (b) in Section 7.2 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have ten (10) business days after it receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such a ten (10) business day period in which to make the election under Section 7.2 above.

ARTICLE 8

COMMISSIONS

8.1 Broker's Commission. The parties acknowledge that [REDACTED] Peachtree Road ("Broker") has been retained by and represents Seller as broker in connection with the sale of the Property by Seller to Purchaser and is to be compensated for its services by Seller in an amount equal to [REDACTED] of the Purchase Price (the "Broker Commission"). Seller agrees that Seller shall pay to Broker upon, but only upon, final consummation of the transaction contemplated herein, the Broker Commission.

8.2 Representation and Indemnity. Purchaser and Seller each hereby represents and warrants to the other that it has not disclosed this Agreement or the subject matter hereof to, and has not otherwise dealt with, any real estate broker, agent or salesman (other than Broker) so as to create any legal right or claim in any such broker, agent or salesman (other than Broker) for a real estate commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Except as provided in Section 8.1 with respect to Broker, Purchaser and Seller shall indemnify, hold harmless and defend each other from and against any and claims and demands for a real estate brokerage commission or similar fee or compensation arising out of any claimed dealings with the indemnifying party and relating to this Agreement or the purchase and sale of the Property (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity).

8.3 Survival. This ARTICLE 8 shall survive the rescission, cancellation, termination or consummation of this Agreement.

ARTICLE 9

ESCROW AGENT

9.1 Investment of Earnest Money. Escrow Agent shall invest the Earnest Money pursuant to Purchaser's reasonable directions in an interest bearing account at a commercial bank whose deposits are insured by the Federal Deposit Insurance Corporation. Escrow Agent shall notify Seller, no later than one (1) business day after Escrow Agent's receipt thereof, that Escrow Agent has received the Earnest Money in immediately available funds, and is holding the same in accordance with the terms of this Agreement. However, Escrow Agent shall invest the Earnest Money only in such accounts as will allow Escrow Agent to disburse the Earnest Money upon no more than one (1) business day's notice.

9.2 Payment at Closing. If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money as provided in Purchaser's closing instructions to Escrow Agent on the Closing

Date consistent with this Agreement.

9.3 Payment on Demand. Upon receipt of any written certification from Seller or Purchaser claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other such party (i.e., Purchaser or Seller, whichever did not claim the Earnest Money pursuant to such notice) and, unless such other party within ten (10) days thereafter notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder. Notwithstanding the foregoing, if Purchaser delivers a written request to Escrow Agent for the return of the Earnest Money at any time on or before the Inspection Date in connection with a termination of this Agreement by Purchaser pursuant to Section 3.2, then Escrow Agent shall promptly refund the Earnest Money to Purchaser without the necessity of notice to Seller or Seller's consent.

9.4 Exculpation of Escrow Agent. It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature. Escrow Agent shall incur no liability whatsoever except for its willful misconduct or negligence, so long as Escrow Agent is acting in good faith. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the disposition of the Earnest Money, or, in the absence of such written authorization, until final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of notice to Escrow Agent of such dispute, then Escrow Agent may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

9.5 Interest. All interest and other income earned on the Earnest Money deposited with Escrow Agent hereunder shall be reported for income tax purposes as earnings of Purchaser. Purchaser's taxpayer identification number is 46-4101686.

9.6 Execution by Escrow Agent. Escrow Agent has executed this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this ARTICLE 9. Escrow Agent's consent to any modification or amendment of this Agreement other than this ARTICLE 9 shall not be required.

ARTICLE 10

MISCELLANEOUS

10.1 Assignment. Purchaser may not assign its rights under this Agreement without first obtaining Seller's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. However, Purchaser may assign this Agreement to a Permitted Affiliate without Seller's consent. For purposes hereof, the term "**Permitted Affiliate**" means (i) an entity that controls, is controlled by, or is under common control with Purchaser or (ii) in which Purchaser or an entity described in clause (i) holds a ten percent (10%) or greater interest. No transfer or assignment by Purchaser shall release or relieve Purchaser of its obligations hereunder. Except as expressly permitted herein, Seller may not assign its rights or obligations under this Agreement without first obtaining Purchaser's written approval.

10.2 Notices. Any notice, request or other communication (a "**notice**") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by electronic mail (provided a copy of such notice sent by electronic

mail is deposited with an overnight courier for next business day delivery) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery or electronic mail transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery), deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel. The parties' respective addresses for notice purposes are as follows:

If to Purchaser: c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305
Attn: Jeffrey S. Fuqua
Email: jeff.fuqua@fuquadev.com

with copies to: c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305
Attn: Heather Correa
Email: heather.correa@fuquadev.com

c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305
Attn: Heather Reynolds, Esq.
Email: heather.reynolds@fuquadev.com

If to Seller:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

with copies to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to Escrow Agent:

First American Title Insurance Company

3455 Peachtree Road, NE, Suite 675
Atlanta, GA 30326
Attn: Angie Yarbrough
Email: AYarbrough@firstam.com

10.3 Modifications. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

10.4 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Atlanta, Georgia time.

10.5 Successors and Assigns. Subject to Section 10.1 hereof, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

10.6 Entire Agreement. This Agreement, including the Schedules and Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

10.7 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 10.7 shall survive Closing.

10.8 Counterparts; Electronic Signatures Binding. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original, faxed or electronic signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed agreement. An electronic signature shall have the same force and legal effect as a wet-ink original signature.

10.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.10 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state and judicial district in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state and judicial district in which the Property is located. Purchaser and Seller agree that the provisions of this Section 10.10 shall survive the Closing of the transaction contemplated by this Agreement.

10.11 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.12 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be

deemed to be an integral part of this Agreement:

- Schedule 1.1(a) - Legal Description of the Land
- Schedule 3.1(b) - Property Documents

10.13 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof.

10.14 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules or amendments hereto.

10.15 Permitted Delay Due to Force Majeure. Whenever performance is required of any party hereunder, such party shall use commercially reasonable diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed or prevented at any time by reason of acts of God including, without limitation, hurricanes, tropical storms, fires, tornadoes, pandemics, epidemics and communicable diseases; war, civil commotion, riots, strikes, picketing or other labor disputes; unavailability of labor or materials; damage to work in progress by reason of fire or other casualty; inclement weather; governmental action, delay, mandate or order; a national or regional emergency; any delay in or failure of any governmental authority or utility company to issue any permits or approvals or to perform any inspections, installations or other work; or causes beyond the reasonable control of a party, then the time for performance as herein specified shall be extended by the time of the delay actually caused.

10.16 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser (in which event the defaulting Party shall remain liable as provided in this Agreement) from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

10.17 Survival. All provisions of this Agreement which are not fully performed as of Closing shall survive Closing subject to the terms and provisions set forth in Sections 5.3 and 5.6 respectively.

10.18 Joint and Several Liability. The parties comprising Seller shall be jointly and severally liable under this Agreement.

10.19 Tax-Deferred Exchange. Purchaser and Seller agree that, at either Purchaser's or Seller's sole election, this transaction shall be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations and proposed regulations thereunder. The parties agree that if either wishes to make such election, it must do so prior to the Closing Date. If either so elects, the other shall reasonably cooperate, provided any such exchange is consummated pursuant to an agreement that is mutually acceptable to Purchaser and Seller and which shall be executed and delivered on or before the Closing Date. The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the other harmless from and against any and all liability, claims, damages, expenses (including reasonable attorneys' and paralegal fees with respect to any appeal, if applicable), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such Section 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash. The provisions of the immediately preceding sentence shall survive Closing and delivery of the Deed. Notwithstanding anything to the contrary contained in this Section 10.19, any such Section 1031 exchange shall be consummated through the use of a facilitator or intermediary so that Purchaser shall in no event be requested or required to acquire title to any property other than the Property. In no event shall the Section 1031 exchange delay Closing.

10.20 Time of Essence. Time is of the essence with respect to this Agreement.

10.21 Permitted Transfers. In addition to a tax-deferred exchange, DMS shall have the right to transfer its interest in the Property to a deferred sales trust and Schoerner shall have the right to transfer all or a portion of his interest in the Property to (a) a deferred sales trust, (b) his wife, Joanna W Schoerner, (c) his son or daughter, or (d) a limited liability company owned by Schoerner, Joanna W. Schoerner and their children (each a “**Permitted Transfer**”); provided, however, such Permitted Transfer shall be subject to the terms of this Agreement, and the transferring party shall bear the cost of any title commitment or survey update or revision required in connection with such Permitted Transfer (which cost shall be shared equally between DMS and Schoerner if both parties engage in a Permitted Transfer), and further provided:

- (i) Neither DMS nor Schoerner shall be relieved of any obligations under this Agreement;
- (ii) DMS shall be responsible for all costs and expenses related to any Permitted Transfer conducted by DMS and Schoerner shall be responsible for all costs and expenses related to any Permitted Transfer conducted by Schoerner;
- (iii) Purchaser shall not be required to take title to any property other than the Property or to incur obligations to third parties in connection with a Permitted Transfer;
- (iv) Purchaser shall not be required to take any particular tax position with respect to a Permitted Transfer;
- (v) Closing shall not be extended to accommodate a Permitted Transfer; and
- (vi) DMS shall indemnify, defend and hold Purchaser harmless from and against any claims, damages or liabilities of any type in connection with a Permitted Transfer conducted by DMS, and Schoerner shall indemnify, defend and hold Purchaser harmless from and against any claims, damages or liabilities of any type in connection with a Permitted Transfer conducted by Schoerner.

10.22 The term “Effective Date” as used herein shall mean the last of the following dates:
(a) the date the contract is executed by the Purchaser or (b) the date this contract is executed by the Seller.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates specified below.

PURCHASER:

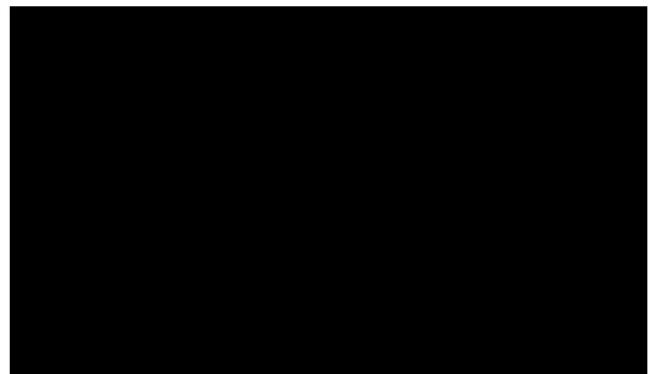
FUQUA ACQUISITIONS II, LLC,
a Georgia limited liability company

By: _____
Jeffrey S. Fuqua, Manager

Date: May 3, 2021

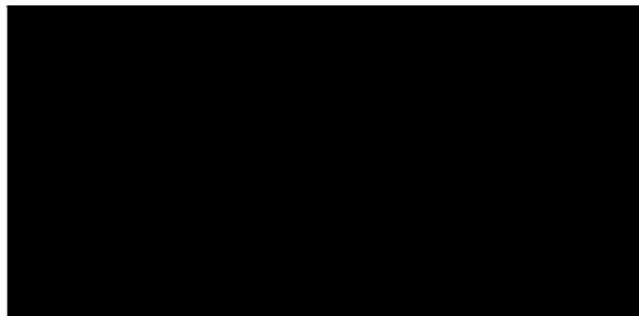
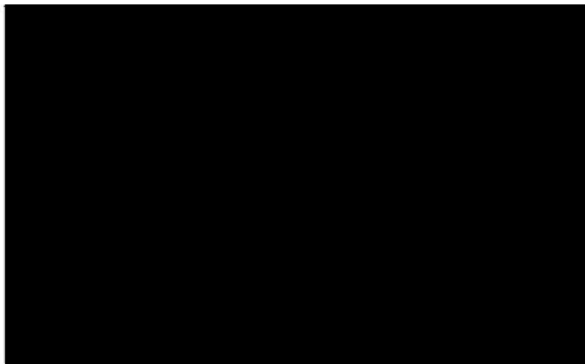
[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

SELLER:



[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

SELLER:



[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

Escrow Agent has executed this Agreement for the limited purposes set forth herein.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Angie E. Yarbrough
Name: Angie E. Yarbrough
Title: VP
Date: 5/3/2021

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

Schedule 1.1(a)

Legal Description of Land

PARCEL ONE:

ALL THAT TRACT OR PARCEL OF LAND containing 20.239 acres, lying and being in Land Lot 176 of the 2nd District, 5th Section, of Carroll County, Georgia. Said 20.24 acre tract being the northernmost part of a 94.784 acre tract as shown on a property survey plat prepared by Douglas C. Crawford, Registered Land Surveyor No. 1833, on 12-12-75. More particularly described as follows, to wit: BEGINNING at a point located at the northeasternmost corner of the 94.784 acre tract on the southwest right of way line of Pumpkintown Road and from said POINT OF BEGINNING running along the northernmost boundary of the 94.784 acre tract South 89 degrees 42 minutes 43 seconds West a distance of 1,780.60 feet to an iron pin corner; thence along the center of Town Branch for the following eight bearings and distances: South 30 degrees 58 minutes 18 seconds East 101.43 feet, South 33 degrees 28 minutes 49 seconds East 184.99 feet, South 51 degrees 46 minutes 27 seconds West 124.36 feet, South 19 degrees 48 minutes 19 seconds East 76.99 feet, South 45 degrees 21 minutes 19 seconds East 66.91 feet, South 68 degrees 53 minutes 19 seconds East 151.62 feet, North 80 degrees 56 minutes 46 seconds East 44.50 feet, and South 43 degrees 56 minutes 44 seconds East 89.33 feet; thence running along centerline of a creek and drainage swell South 72 degrees 20 minutes 15 seconds East 202.49 feet, North 78 degrees 41 minutes 24 seconds East 509.90 feet, North 82 degrees 18 minutes 14 seconds East 373.36 feet, North 69 degrees 16 minutes 19 seconds East 537.31 feet to a corner located on the southwest right of way line of Pumpkintown Road; thence along said southwest right of way line North 34 degrees 19 minutes 42 seconds West 100 feet, North 28 degrees 37 minutes 28 seconds West 161.23 feet, North 27 degrees 24 minutes 42 seconds West 62.77 feet to the POINT OF BEGINNING.

Subject to a 20 foot easement straddling an 8" outfall sewer line which runs parallel to the westernmost boundary of this 20.239 acre tract.

PARCEL TWO:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, with the small triangular tract being in Land Lot 175 of the 2nd District, Douglas County, Georgia, and being more particularly described as follows: To find the point of beginning, locate the intersection of the northerly right of way of Old Bankhead Highway (50 foot right of way) and the westerly right of way of Pumpkintown Road (80 foot right of way), said point of intersection being marked by an iron pin and running thence in a northerly direction along said westerly right of way of Pumpkintown Road a distance of 765.045 feet to an iron pin located at the point of intersection of said right of way with the centerline of a ditch; said iron pin further marking the northeasterly corner of property of McNeilus Truck & Manufacturing, Inc., which point is the Point of Beginning; from said Point of Beginning continuing in a northerly and northwesterly direction along

said right of way 1,398.51 feet to an iron pin corner at the southeasterly corner of property heretofore conveyed to Allegheny Wire & Cable Co., Inc. by warranty deed dated September 29, 1977, recorded in Deed Book 365, page 424; thence along the southerly boundary of the property of Allegheny Wire & Cable Co., Inc., the following courses and distances: South 69 degrees 16 minutes 19 seconds West a distance of 537.31 feet; South 82 degrees 18 minutes 14 seconds West a distance of 373.36 feet; South 78 degrees 41 minutes 24 seconds West a distance of 509.9 feet; North 72 degrees 20 minutes 15 seconds West a distance of 202.49 feet to the centerline of Town Branch at a point near an iron pin corner; thence in a southerly direction along the meanderings of said branch, traverse lines of which are as follows: South 06 degrees 47 minutes 33 seconds West 155.47 feet; South 52 degrees 08 minutes 21 seconds East 215.304 feet; North 88 degrees 12 minutes 00 seconds East 42.698 feet; South 41 degrees 21 minutes 51 seconds East 150.598 feet; South 47 degrees 59 minutes 50 seconds East 483.583 feet; and South 00 degrees 17 minutes 16 seconds West 63.24 feet to an iron pin corner marking the northwesterly corner of property conveyed to Agri-Business International, Inc. by deed recorded in Deed Book 413, page 816; thence along the northerly property line of Agri-Business International, Inc. the following courses and distances: North 69 degrees 05 minutes 08 seconds East 105.70 feet; thence North 83 degrees 51 minutes 36 seconds East 79.88 feet; thence North 82 degrees 50 minutes 43 seconds East 59.12 feet; thence North 68 degrees 40 minutes 15 seconds East 95.71 feet to an iron pin corner; thence along the easterly property line of Agri-Business International, Inc. South 20 degrees 45 minutes 12 seconds East 635.15 feet to an iron pin corner; thence South 43 degrees 36 minutes 05 seconds East 80 feet to an iron pin corner and northerly circumference of a cul-de-sac for an access road leading from Old Bankhead Highway; thence in a southwesterly, southerly and southeasterly direction along the westerly side of said cul-de-sac and access road to a point where said right of way intersects the northerly right of way of said Old Bankhead Highway; thence North 64 degrees 34 minutes 49 seconds East 40.05 feet to an iron pin corner; thence North 22 degrees 41 minutes 46 seconds West 45.50 feet, more or less, to the centerline of a railroad spur; thence continuing along said bearing 393.51 feet to an iron pin corner marking the northwesterly corner of property conveyed to G.M.T. International Corporation, by deed recorded in Deed Book 509, page 657, Carroll County Public Real Estate Records; thence along the northerly property line of said G.M.T. International, North 67 degrees 18 minutes 16 seconds East 353.73 feet to an iron pin corner; thence north 22 degrees 42 minutes 49 seconds West 287.56 feet to the northwesterly corner of property of Malt Industries, Inc.; thence North 67 degrees 11 minutes 11 seconds East 273.08 feet to an iron pin corner on the centerline of a ditch; thence in an easterly direction along the meanderings of the centerline of said ditch 591.34 feet to the Point of Beginning.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 2nd District of Carroll County, Georgia, and Land Lot 145 of the 2nd District of Douglas County, Georgia, all according to a survey for "McNeilus Truck & Mfg., Inc." dated 3-21-95, prepared by Crawford & Associates, Inc., certified by Douglas C. Crawford, Georgia Registered Land Surveyor No. 1833, which plat appears of record at Plat Book 53, page 4 of the Carroll County, Georgia, and Plat Book _____, page _____ of the Douglas County, Georgia Public Records, which plat and the record thereof are each by reference incorporated herein.

FURTHER LESS AND EXCEPT

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, being 4.93 acres, more or less, as shown and delineated on a plat entitled "Boundary Survey for Dandelion Properties, Inc.", dated May 25, 2006, prepared by Crawford & Associates C. H. F., Inc., certified by Douglas C. Crawford, GA RLS #1833, which plat is recorded in Plat Book 89, Page 232, Carroll County, Georgia, Public Real Estate Records. Said plat and the record thereof are each by reference incorporated herein and made a part hereof for a more complete and accurate description of said property.

Schedule 3.1(b)

Property Documents

1. Copies of all tax bills for the Property for the last three (3) years;
2. Copies of all environmental reports related to the Property;
3. Copies of all surveys, plats, subdivision plats, site plans and topographical maps related to the Property;
4. Copies of all soils, geological and engineering reports related to the Property;
5. Information regarding current zoning of the Property and other relevant land-use information;
6. Copies of all utility agreements and reservations related to the Property;
7. Copies of all title insurance policies and title exception documents for the Property; and
8. If applicable, copies of all leases of all or any part of the Property and other agreements relating to the use and operation of all or any part of the Property.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of the Effective Date (hereinafter defined) by and between **FUQUA ACQUISITIONS II, LLC**, a Georgia limited liability company (“**Purchaser**”), and [REDACTED], a Georgia limited liability company (as to an undivided 50% interest) (“[REDACTED]”) (collectively, jointly and severally, [REDACTED]).

WITNESSETH:

ARTICLE 1

PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase, all of Seller’s right, title and interest in and to the following:

(a) that certain tract or parcel of land consisting of approximately 55.66 acres, located in Villa Rica, Carroll County, Georgia, and more particularly described on Schedule 1.1.(a), attached hereto and by this reference made a part hereof (the property described in this clause (a) being herein referred to as the “**Land**”);

(b) those rights, easements and appurtenances pertaining to the Land, including (i) all adjacent streets, alleys or rights-of-way, (ii) strips, gaps and gores, if any, in connection with the Land, (iii) any and all oil, gas and minerals lying under, in, on or about or constituting a part of the Land, regardless of whether the minerals are considered part of the surface estate or part of the mineral estate, and (iv) all right, title and interest of Seller with respect any easements or covenants that benefit or burden the Land (the property described in this clause (b) herein referred to collectively as the “**Related Rights**”);

(c) the structures and other improvements (if any) on the Land (the property described in this clause (c) being herein referred to as the “**Improvements**”, and the Land, the Related Rights and the Improvements being hereinafter sometimes collectively referred to as the “**Real Property**”);

(d) all governmental and non-governmental permits, licenses, consents, approvals and authorizations if any, belonging to or inuring to the benefit of Seller and pertaining to the Real Property, to the extent that such permits, licenses, consents and approvals are assignable (the property described in this clause (d), being sometimes herein referred to collectively as the “**Intangible Property**”).

1.2 Property Defined. The Land, the Related Rights, the Improvements and the Intangible Property are hereinafter sometimes referred to collectively as the “**Property**.”

1.3 Permitted Exceptions. The Property shall be conveyed, and Purchaser shall accept the Property, subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to ARTICLE 2 hereof (herein referred to collectively as the “**Permitted Exceptions**”).

1.4 Purchase Price. Seller is to sell and Purchaser is to purchase the Property for a total purchase

price of [REDACTED]
(the “**Purchase Price**”).

1.5 Payment of Purchase Price. The Purchase Price, as adjusted by prorations and adjustments as herein provided, shall be payable in full at Closing in cash by wire transfer of immediately available federal funds to a bank account of First American Title Insurance Company (“**Escrow Agent**”) designated by Escrow Agent in writing to Purchaser prior to the Closing (“**Escrow Agent’s Account**”), and, as adjusted by prorations and adjustments as herein provided, shall be subsequently payable in full at Closing in cash by wire transfer of immediately available federal funds to a bank account designated by Seller in writing to Escrow Agent prior to the Closing.

1.6 Earnest Money.

(a) Within five (5) business days following the Effective Date, Purchaser shall deposit with Escrow Agent the sum of [REDACTED] (the “**First Deposit**”) by wire transfer of immediately available funds.

(b) If Purchaser does not exercise the right to terminate this Agreement in accordance with Section 3.2 hereof, then Purchaser shall, on or before the date that is five (5) business days after the Inspection Date (as defined in Section 3.2 hereof), deposit with such office of Escrow Agent the additional sum of [REDACTED] (the “**Second Deposit**”) by wire transfer of immediately available funds.

(c) The First Deposit and the Second Deposit, when and to the extent deposited, shall constitute earnest money and are herein referred to collectively as the “**Earnest Money**.” If Purchaser fails to deposit the First Deposit or the Second Deposit within the time provided above for such deposit to be made, then Purchaser shall be deemed to have elected to terminate the Agreement pursuant to Section 3.2.

(d) The Escrow Agent shall invest the Earnest Money pursuant to Purchaser’s directions and in accordance with the terms and conditions of ARTICLE 9. All interest accruing and other income earned on such sum shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement.

(e) In any event, if Purchaser is entitled to have the Earnest Money returned to Purchaser pursuant to any provision of this Agreement, then **One Hundred Dollars (\$100.00)** of the Earnest Money shall nevertheless be paid to Seller as good and sufficient consideration for entering into this Agreement. In addition, Seller acknowledges that Purchaser, in evaluating the Property and performing its due diligence investigation of the Property, will devote internal resources and incur expenses, and that such efforts and expenses of Purchaser also constitute good, valuable and sufficient consideration for this Agreement.

ARTICLE 2

TITLE AND SURVEY

2.1 Title Examination; Commitment for Title Insurance. Purchaser may have Seller’s title to the Property examined. The report of such title examination shall be in the form of an owner’s title insurance commitment (as initially issued to Purchaser, the “**Title Commitment**”) issued by Escrow Agent (in its capacity as title insurer sometimes herein called the “**Title Company**”) and may include Uniform Commercial Code searches in the name of Seller, Seller’s members, partners and affiliates, the Property and other appropriate names.

2.2 Survey. Purchaser may, at Purchaser's expense, have the Real Property accurately surveyed by a licensed surveyor or engineer of Purchaser's choice showing the actual boundaries of the Real Property, the acreage contained in the Land, the location of the Improvements and such other matters as Purchaser deems appropriate. Such survey shall constitute the "**Survey**" hereunder. For purposes of the Deed to be delivered to Purchaser at the Closing, the legal description of the Real Property shall be the legal description attached hereto as Schedule 1.1(a) or such other legal description by which Seller acquired title to the Property, as elected by Purchaser. If, however, the metes and bounds description drawn from the Survey reflects a legal description different from the legal description attached hereto as Exhibit A, Seller shall also deliver a quit claim deed, at Closing, containing the legal description drawn from the Survey.

2.3 Title Objections; Cure of Title Objections.

(a) Purchaser shall have until the Inspection Date to notify Seller, in writing, of such objections as Purchaser may have to the Title Commitment (including the title exception documents referred to therein) or the Survey, other than the Permitted Exceptions described in clauses (a) and (b) of Section 2.4. Any item contained in the Title Commitment or shown on the Survey to which Purchaser does not object on or before the Inspection Date shall be deemed a "**Permitted Exception.**"

(b) In the event Purchaser shall notify Seller of objections to title or matters shown on the Survey on or before the Inspection Date, Seller shall have the right, but not the obligation, to cure such objections. On or before [REDACTED] day from and after Seller's receipt of Purchaser's notice of objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections. Seller's failure to provide such a notice shall be deemed an election by Seller not to cure any such objection. If Seller elects to attempt to cure, and provided that Purchaser shall not have terminated this Agreement in accordance with Section 3.2 hereof, then Seller shall be obligated to cure such objection or objections. If Seller elects, or is deemed to have elected, not to cure any objections specified in Purchaser's notice, then in either such case Purchaser shall have the right to elect one, but not both, of the following options, which election must in each case be made within the time period provided in paragraph (c) below:

(1) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure, and without reduction of the Purchase Price; or

(2) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 of this Agreement, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(c) If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection, or if Seller is deemed to have elected not to cure any title objections, then in any such case Purchaser shall, within [REDACTED] after receiving Seller's notice or the date of Seller's deemed election, as applicable, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (b)(1) above or to terminate this Agreement under clause (b)(2) above. Purchaser's failure to provide such a notice will be deemed an election by Purchaser to accept conveyance under clause (b)(1) above.

(d) Notwithstanding anything contained herein to the contrary, Seller shall be obligated at Closing to discharge all mortgages and other monetary liens encumbering the Property (regardless of whether Purchaser objects to such mortgage or monetary lien). (The term "**mortgage**" as used herein includes any mortgage, deed of trust, deed to secure debt and similar security instrument securing an indebtedness of Seller and encumbering the Property or any

portion thereof; the terms “**discharge**” and “**discharged**” as used herein include compliance with a statutory bonding procedure that has the legal effect of removing the mortgage or other item as a lien on the Property).

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer the Property to Purchaser. It shall be a condition to Purchaser’s obligation to close this transaction that the Title Company shall have issued the Title Policy to Purchaser (or unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). “**Title Policy**” means an extended coverage American Land Title Association (ALTA) Form 206 Owner’s Policy of Title Insurance insuring Purchaser’s fee simple title to the Real Property, in the full amount of the Purchase Price with the standard exceptions deleted, subject only to the following matters, which shall be deemed to be Permitted Exceptions:

- (a) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to proration and adjustment as herein provided;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building, zoning and land use laws, ordinances and regulations, now or hereafter in effect relating to the Property;
- (c) additional items, if any, appearing of record or shown on the Survey, approved or deemed approved by Purchaser pursuant to Section 2.3 or 2.5 hereof; and
- (d) additional items, if any, approved by Purchaser pursuant to Section 5.4(e) hereof.

2.5 Pre-Closing “Gap” Title Defects. Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Seller in writing of any objections to title first raised by the Title Company or the surveyor after the effective date of the Title Commitment or Survey, as appropriate; provided, however, that Purchaser must notify Seller of any such objections within ten (10) business days of Purchaser’s first receipt of the updated title commitment or updated survey, whichever first provides notice of the condition giving rise to any such objection. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser on or before the Inspection Date.

ARTICLE 3

INSPECTION AND DEVELOPMENT

3.1 Right of Inspection.

(a) Beginning upon the Effective Date and continuing thereafter so long as this Agreement remains in full force and effect, Purchaser shall have the right to make a physical inspection of the Property, and Purchaser, personally or through agents, employees or contractors, may go upon the Property during normal business hours or at other reasonable times to make boundary line or topographical surveys and to conduct such studies, tests, samplings, investigations and analyses of any and all aspects of the Property as Purchaser deems desirable, including, without limitation, engineering, environmental, soil, and groundwater and other tests, samplings, investigations and studies of the Property.

(b) In addition to any other obligation to assist Purchaser in the inspection of the Property, Seller hereby agrees to deliver to Purchaser within five (5) days following the Effective Date true and correct copies of all materials described on Schedule 3.1(b) attached hereto and by this reference made a part hereof (collectively, the “**Property Documents**”), to the extent Seller has not already done so.

(c) Purchaser shall indemnify, hold harmless and defend Seller from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) of whatsoever nature (individually, a "**Claim**," and collectively, "**Claims**") that may be incurred by Seller and arise out of or in connection with the acts or omissions of Purchaser and its agents, representatives, contractors and consultants, or any of them. Such Claims shall include, but are not limited to, Claims arising out of or in connection with personal injury or death of persons, loss, destruction or damage to property, or liens or Claims of lien filed against the Property. Such Claims shall exclude, however, any Claims to the extent such Claims arise out of the discovery of, or the non-negligent, accidental or inadvertent actual or threatened release or movement of, any Hazardous Materials (as defined in Section 5.1) resulting from Purchaser's inspections and other activities (unless the Hazardous Materials are brought onto the Property by Purchaser or Purchaser's authorized agents, employees, consultants or contractors). This Section 3.1(c) shall survive Closing or any termination of this Agreement.

3.2 Right of Termination. Seller agrees that in the event Purchaser determines, in Purchaser's sole discretion, that it does not wish to acquire the Property for any reason or no reason, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller on or before the date that is one hundred eighty (180) days following the Effective Date (the "**Inspection Date**"). Upon any such termination of this Agreement pursuant to Purchaser's rights under this Section 3.2, the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 hereof, and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser fails to give Seller timely notice of termination on or before the Inspection Date, then Purchaser shall no longer have the right to terminate this Agreement under this Section 3.2. (The period commencing on the Effective Date and ending on the Inspection Date is sometimes referred to herein as the "**Inspection Period**.")

3.3 Entitlements. Purchaser shall have [REDACTED] following the Inspection Date (the "**Permitting Period**") to (a) rezone the Property under the applicable zoning ordinance to permit mixed-use development (the "**Rezoning**") and obtain Final Rezoning (as hereinafter defined); (b) obtain a land disturbance permit for Purchaser's development (the "**LDP**"); and (c) amend that certain Development Agreement between Seller and the City of Villa Rica, Georgia (the "**City**") dated August 26, 2020 to specify the location of the land to be donated to the City for construction of a public road (the "**Amendment**") "**Final Rezoning**" means the Rezoning has been duly approved by all applicable governmental and quasi-governmental authorities, subject only to such conditions or restrictions as are agreed to or approved by Purchaser in its sole discretion. Seller shall cooperate with Purchaser to obtain the Rezoning and LDP, including the execution and delivery of such applications, letters of intent, and other documents and information as Purchaser reasonably requests. If Purchaser is unable to obtain Final Rezoning, the Amendment and/or the LDP during the Permitting Period, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller on or before the expiration of the Permitting Period. Upon any such termination of this Agreement pursuant to Purchaser's rights under this Section 3.3, the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 hereof, and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser fails to give Seller timely notice of termination on or before the expiration of the Permitting Period, then Purchaser shall no longer have the right to terminate this Agreement under this Section 3.3.

3.4 Due Diligence Information. In the event that this Contract is terminated for any reason, and provided that the Contract termination is not the result of a default by Seller, Purchaser shall within ten (10) business days after receipt of written request from Seller, at its sole cost and expense, but without any recourse, representation or warranty with respect to the same, provide to Seller complete electronic copies of all surveys, plats, studies, reports, plans, specifications, applications, information and other materials

prepared by third parties for, on behalf of or at the request of Purchaser (collectively, the “**Due Diligence Information**”) in connection with its feasibility studies of the Property. The term “Due Diligence Information” shall not be deemed to include any environmental reports obtained by Purchaser, or any other reports, investigations, analyses, and/or other documents or materials which constitute proprietary information of Purchaser or which are subject to a non-disclosure or confidentiality agreement or otherwise privileged and confidential pursuant to a recognized legal privilege (such as attorney-client communication and/or attorney work product). Not in limitation of the foregoing, Seller expressly acknowledges and agrees that Purchaser shall not be required to deliver to Seller, and the same shall not be considered “Due Diligence Information”, originals, copies, or abstracts of any architectural plans or designs or other plans and designs for any buildings or any other vertical improvements of any type obtained by or prepared by Purchaser with respect to the Property or otherwise in connection with Purchaser’s due diligence. Purchaser does not represent or warrant to Seller that it will obtain any Due Diligence Information. With respect to any Due Diligence Information provided to Seller and any other information made available to Seller by or on behalf of Purchaser, Seller acknowledges and agrees that:

(a) Purchaser makes no covenant, representation or warranty whatsoever as to such information, including, without limitation, its content, reliability, accuracy or completeness,

(b) if Seller uses or relies on any information provided by Purchaser, Seller shall do so solely at Seller’s own risk, and Purchaser makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon,

(c) the parties preparing any such information are not the agents of Purchaser,

(d) Purchaser shall have no duty to advise Seller of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, and

(e) Purchaser shall have no liability, and is hereby released from all liability, to Seller, its successors and/or assigns, with respect to such information, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information. The provisions of this Section shall survive the termination of this Contract.

3.5 Commitment to Proceed. The parties acknowledge that Seller has granted to Purchaser up to [REDACTED] as the “Inspection Period,” and up to [REDACTED] for the “Permitting Period.” Purchaser recognizes that Seller was actively marketing the Property for sale until the Effective Date. Purchaser further acknowledges that the Property could be off the market for up to [REDACTED] with no compensation or consideration paid to Seller for its forbearance from marketing the Property other than the consideration described in the Section 1.6(e). Purchaser commits that it shall use commercially reasonable efforts to investigate the Property and to make a determination of the feasibility of Purchaser’s intended use of the Property, which may include, without limitation, meeting with governmental officials, entering into discussions with potential retail tenants and/or residential developers and engaging consultants to produce site plans, surveys, reports or feasibility studies; provided, however, Purchaser shall have no obligation to take any action that Purchaser reasonably determines to be unwarranted, impractical or a waste of resources under the circumstances. Commencing on the [REDACTED] following the Effective Date and continuing thereafter each month until the expiration of the Permitting Period, Purchaser shall provide to Seller, via e-mail, a status report as to the progress made by Purchaser with respect to its investigation of the Property.

ARTICLE 4

CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby (“**Closing**”) shall be conducted by mail/overnight delivery via the Escrow Agent on the date that is [REDACTED] days following the expiration of the Permitting Period. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3. The Closing may be held at such other place or such

earlier time and date as Seller and Purchaser shall mutually approve in writing. The date on which the Closing is scheduled to occur hereunder (or, if earlier, the date on which Closing occurs) is sometimes referred to herein as the “**Closing Date**”.

4.2 Seller’s Obligations at Closing. At Closing, Seller shall:

- (a) deliver to Purchaser a limited warranty deed, duly executed by Seller, pursuant to which Seller shall convey the Real Property to Purchaser subject only to the Permitted Exceptions (the “**Deed**”);
- (b) deliver to Purchaser a blanket bill of sale and assignment, duly executed by Seller, pursuant to which Seller shall convey the Intangible Property to Purchaser;
- (c) deliver to Purchaser a certificate (“**Seller’s Closing Certificate**”), dated as of the date of Closing and duly executed by Seller, stating that the representations and warranties of Seller contained in Section 5.1 of this Agreement are true and correct in all material respects as of the date of Closing;
- (d) deliver to Purchaser such evidence as Purchaser’s counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;
- (e) deliver to Purchaser an affidavit duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (f) deliver to the Title Company a title insurance affidavit, duly executed by Seller or a representative of Seller, in form and content reasonably satisfactory to Purchaser and the Title Company and sufficient for the Title Company to issue the Title Policy;
- (g) deliver to Escrow Agent and Purchaser such certificate or affidavit, if any, as is required under applicable provisions of Georgia law and regulation, to assure Escrow Agent and Purchaser that Georgia tax withholding is not required. If Seller fails to deliver such certificate or affidavit, and otherwise fails to provide Escrow Agent and Purchaser reasonably satisfactory assurance that withholding is not required, then Escrow Agent and Purchaser shall be entitled to withhold applicable Georgia taxes if and to the extent required by applicable law and regulation;
- (h) deliver such additional documents as shall be reasonably requested by the Title Company or Purchaser or required to consummate the transaction contemplated by this Agreement; provided, however, that in no event shall Seller be required to indemnify the Title Company, Purchaser, or any other party pursuant to any such documents, or undertake any other material liability not expressly contemplated in this Agreement, unless Seller elects to do so in its sole discretion;
- (i) if the legal description attached hereto as Schedule 1.1(a) differs from the legal description of the Property drawn from the Survey, Seller shall at Closing deliver (in addition to the Deed) a quit claim deed conveying the Real Property pursuant to the legal description drawn from the Survey;
- (j) deliver a broker’s lien waiver in form and content reasonably satisfactory to Purchaser and the Title Company; and
- (k) deliver to Purchaser possession and occupancy of the Property, subject only to the Permitted Exceptions.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

- (a) deliver to Escrow Agent the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided on the Closing Date, in immediately available federal funds wire transferred to Escrow Agent's Account pursuant to Section 1.5 above, it being agreed that at Closing the Earnest Money shall be applied towards payment of the Purchase Price, and deliver to Escrow Agent instructions to immediately release the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, to Seller;
- (b) deliver to the Title Company such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;
- (c) deliver such additional documents as shall be reasonably requested by the Title Company or required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement, unless Purchaser elects to do so in its sole discretion.

4.4 Credits and Prorations.

(a) All income and expenses in connection with the operation of the Property shall be apportioned, as of 12:01 A.M., on the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date, such that, except as otherwise expressly provided to the contrary in this Agreement, Seller shall have the benefit of income and the burden of expenses for the day preceding the Closing Date and the Purchaser shall have the benefit of income and the burden of expenses for the Closing Date and thereafter. The items below will be prorated at Closing utilizing the information known at that time, and a post-closing "true-up" shall take place within ninety (90) days of the Closing Date (or such later date, if needed) to adjust said prorations, if necessary. Such prorated items shall include, without limitation, the following:

- (1) ad valorem taxes and assessments levied against the Property for the tax year in which Closing occurs;
- (2) any utility costs and other operating expenses or other items pertaining to the Property which are customarily prorated between a Purchaser and a Seller in the area in which the Property is located; and
- (3) if applicable, annual assessments or similar periodic charges under any private covenants, conditions, restrictions or easements affecting the Property.

(b) Notwithstanding anything contained in the foregoing provisions:

(1) Any ad valorem taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and Purchaser shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing.

(2) If after Closing any ad valorem taxes or other assessments with respect to the Property are or become due for the year of Closing or prior years, then Seller shall pay to Purchaser, within ten (10) days following receipt of Purchaser's statement therefor, (i) the full amount of such additional taxes for any year prior to the year of Closing and (ii)

Seller's share of any such additional taxes for the year of Closing, prorated in the manner set forth above; and such obligation of Seller shall not merge with the deed(s) to be delivered hereunder but shall survive the Closing.

(c) The provisions of this Section 4.4 shall survive Closing.

4.5 Closing Costs.

(a) Seller shall pay (i) the fees of any counsel representing it in connection with this transaction, (ii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iii) the costs of curing all title objections for which Seller is responsible under this Agreement, and (iv) the costs of recording all mortgage cancellations, if applicable, and all recordable documents contemplated by this agreement.

(b) Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction, (ii) any escrow fees charged by the Escrow Agent or Title Company, (iii) the premium for the Title Policy and for any lender's title policy, (iv) the cost of Purchaser's inspections of the Property, (v) the cost of the Survey, and (vi) the costs of any financing obtained by Purchaser.

(c) Except as otherwise provided herein, all other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

4.6 Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing (or such earlier time as otherwise required hereby) of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser by Seller or Seller's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.2.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing, as if made and updated as of the Closing Date (without any reference to "knowledge").

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

(d) Neither the Property nor Purchaser's intended development shall have been materially adversely affected by any legislative or regulatory change, executive order, moratoria, injunction or act of God.

(e) All other conditions precedent to Purchaser's obligation to consummate the transaction hereunder (if any) which are set forth in this Agreement shall have been satisfied on or before the date of Closing.

In the event any of the foregoing conditions has not been satisfied by the Closing Date other than through failure of Purchaser to fully comply with its obligations under this Agreement, Purchaser shall have the right to terminate this Agreement by written notice given to Seller on the Closing Date, whereupon Escrow Agent shall refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with ARTICLE 6.

4.7 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

- (a) Purchaser shall have paid the Purchase Price in the manner provided in Section 4.3(a).
- (b) Purchaser shall have delivered to Seller all of the items required to be delivered to Seller by Purchaser or Purchaser's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3.
- (c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing, as if made and updated as of the Closing Date.

In the event any of the foregoing conditions has not been satisfied by the Closing Date other than through failure of Seller to fully comply with its obligations under this Agreement, Seller shall have the right to terminate this Agreement by written notice given to Purchaser on the Closing Date, whereupon Escrow Agent shall refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive a termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with ARTICLE 6.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby makes, as of the Effective Date, the following representations and warranties to Purchaser, which representations and warranties shall be updated as of the Closing Date pursuant to Seller's Closing Certificate.

- (a) **Organization and Authority.** Seller [REDACTED] has been duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Georgia and said Seller is qualified to conduct business in the state in which the Property is located.

Seller, to wit: [REDACTED] has the full right and authority to enter into this Agreement and to transfer the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Seller is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Seller in connection with the transactions described herein, will violate (i) any provision of Seller's organizational documents; or (ii) any material agreements, regulations, or laws to or by which Seller is bound. This Agreement has been duly authorized, executed and delivered by Seller, and, assuming the due execution and delivery of this Agreement by Purchaser, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

- (b) **Consents.** Seller has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under Seller's organizational documents or any covenant, agreement, encumbrance, law or regulation by which Seller or the Property is bound.

- (c) **Pending Actions.** No action, suit, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment is pending or, to Seller's knowledge, threatened

against Seller or the Property or which otherwise pertains to the Property or the transaction contemplated by this Agreement.

(d) **Condemnation.** Seller has received no notice of, nor to the best of Seller's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof or concern the widening, change of grade or limitation on the use of streets abutting the Property. Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(e) **No Assessments.** To Seller's knowledge, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year, if any, that are not currently due and payable), whether or not they have become liens; and Seller shall notify Purchaser upon learning of any such assessments. Seller has not filed any pending notices of protest against real property tax assessments with respect to the Real Property, nor has Seller engaged anyone to file such a protest (other than protests which have been concluded).

(f) **Existing Agreements; Service Contracts.** There are no leases, service contracts, maintenance contracts, management agreements, occupancy agreements or other agreements or understandings relating to the Property that will be binding on Purchaser or the Property on or after the Closing Date, except for the Permitted Exceptions.

(g) **Environmental Matters.** (i) Seller has received no written notice from any governmental authority, neighboring property owner or other party asserting any violation of Environmental Laws related to the Property which has not been cured or corrected as of the Effective Date, (ii) Seller has not commissioned any study or investigation relating to the presence or absence of Hazardous Materials on the Property, (iii) to Seller's knowledge, no areas on the Property exist where Hazardous Materials have been generated, disposed of, released or found, (iv) Seller has no knowledge of the existence of any areas for the storage or disposal of any Hazardous Materials on the Property, and (v) to Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, and the Property previously has not been used as a landfill or as a dump for garbage or refuse. The term "**Environmental Laws**" as used herein includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials. The term "**Hazardous Materials**" as used herein includes petroleum (including crude oil or any fraction thereof) polychlorinated bi-phenyls (PCBs), asbestos, lead-based paint, and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Laws.

(h) **Conflicts.** There is no agreement to which Seller is a party, or binding on Seller, which is in conflict with this Agreement.

(i) **Contractors and Suppliers.** All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor for or supplied material to Seller with respect to the Property have been paid in full, and all liens arising from any such services, labor or materials (or claims with which the passage of time or notice or both could mature into liens) have been satisfied and released.

(j) **Permits and Legal Compliance.** Seller has not received written notice of an intention of any governmental authority to revoke any license, permit or certificate required for the development, use, operation or occupancy of the Property. Seller has not received any written notice that the Property is in violation of any zoning, building, fire, health, environmental or other law, statute, ordinance, regulation or order of any governmental or public authority applicable to the Property or any private covenants or restrictions encumbering the Property that remains uncured.

(k) **Financial Status.** Seller is solvent, has not made a general assignment for the benefit of its creditors, and has not admitted in writing its inability to pay its debts as they become due. Seller has neither filed, nor does it contemplate the filing of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceeding for the relief of debtors in general, nor has any such proceeding been instituted by or against Seller, nor is any such proceeding to Seller's knowledge threatened or contemplated. The sale of the Property will not render Seller insolvent.

5.2 Intentionally Omitted.

5.3 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 5.1 shall survive Closing for a period of one (1) year, unless notice setting forth a specific claim under any such representation or warranty shall be given to Seller within that period, in which case such representation or warranty shall survive until such claim is finally and fully resolved.

5.4 Covenants of Seller. Seller hereby covenants with Purchaser, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(a) **Maintenance of Property.** Seller shall maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof.

(b) **Provide Copies of Notices.** Seller shall furnish Purchaser with a copy of all written notices received by Seller from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within five (5) business days following Seller's receipt thereof, but, if received by such date, in no event later than two (2) business days prior to the Closing Date.

(c) **Execution of New Contracts.** Seller shall not, without Purchaser's prior written consent in each instance (which consent may be withheld in Purchaser's sole discretion), enter into any contract or agreement that will be an obligation affecting the Property or binding on Purchaser after the Closing.

(d) **Maintenance of Permits.** Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the development, ownership, operation or improvement of the Property, and are of a continuing nature.

(e) **Disposition of the Property and Other Matters.** For so long as this Agreement remains in force, Seller shall not:

(1) sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any interest or estate therein), change or request a change in the zoning classification of the Property or any development restrictions applicable to the Property, or consent to or acquiesce in any of the foregoing, except as may be requested by Purchaser or as permitted pursuant to Section 10.21 hereof;

(2) list the Property with any broker or otherwise solicit or make or accept any offers to sell or exchange the Property, engage in any discussions or negotiations with any

third party with respect to the sale, exchange or other disposition of the Property, or enter into any letters of intent, contracts or other agreements (whether or not binding) regarding the sale, exchange or other disposition of the Property;

(3) enter into any contract that will be an obligation affecting the Property subsequent to the Closing; or

(4) enter into any lease, license or occupancy agreement of all or any part of the Property.

(f) **Subdivision.** In the event a subdivision plat is required pursuant to applicable law in connection with the conveyance of the Property to Purchaser and/or the development of the Property, Seller shall use Seller's diligent efforts to cause the Property to be properly subdivided in compliance with such applicable law prior to Closing. Without limitation, Seller shall sign subdivision plats and other normal and customary documentation as may be required to comply with applicable law relating to the subdivision of the Property. Purchaser shall have the right to approve the subdivision plat and any conditions applicable to the subdivision, whether proposed by Seller or applicable governmental authorities.

5.5 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date:

(a) **Organization and Authority.** Purchaser has been duly organized and is validly existing as a limited liability company under the laws of the State of Georgia. Purchaser has the full right and authority to enter into this Agreement and to purchase the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Purchaser is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Purchaser in connection with the transactions described herein, will violate any provision of Purchaser's organizational documents or of any agreements, regulations, or laws to or by which Purchaser is bound. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Subject to Purchaser's customary internal approval process for real estate purchases, Purchaser has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under Purchaser's organizational documents or any covenant, agreement, encumbrance, law or regulation by which Purchaser is bound.

(c) **Pending Actions.** There is no action, suit, arbitration, administrative or judicial administrative proceeding, or unsatisfied order or judgment pending or, to Purchaser's knowledge, threatened against Purchaser or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on Purchaser's ability to consummate the transaction contemplated herein.

5.6 Survival of Purchaser's Representations and Warranties. The representations and warranties of Purchaser set forth in Section 5.5 shall survive Closing for a period of [REDACTED] after Closing.

ARTICLE 6

DEFAULT

6.1 Default by Purchaser. If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to *Official Code of Georgia Annotated §13-6-7*. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under the *Official Code of Georgia Annotated §13-6-7*.

6.2 Default by Seller. If Seller breaches this Agreement, then Purchaser may terminate this Agreement, whereupon Escrow Agent shall refund the Earnest Money to Purchaser, on demand, without prejudice to any other rights or remedies of Purchaser hereunder, at law or in equity. Without limitation on the foregoing, Purchaser shall have the right to seek specific performance of this Agreement, damages, injunctive relief and other equitable remedies.

6.3 Notice of Default; Opportunity to Cure. Neither Seller nor Purchaser shall be deemed to be in default hereunder until and unless such party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within ten (10) business days after receipt of such notice.

ARTICLE 7

RISK OF LOSS

7.1 Risk of Loss. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of, damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. For purposes of this Agreement, any contamination of the Property with Hazardous Materials, or release or discharge at the Property of Hazardous Materials, occurring on or after the Effective Date shall constitute a casualty.

7.2 Casualty or Condemnation. In the event of any damage to or destruction of the Property or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of any portion of the Property (or any interest in or rights appurtenant to the Property) by anyone having the power of eminent domain, Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (a) terminate this Agreement and all of Purchaser's obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser, this Agreement shall terminate and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement; or (b) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Section 7.2, then Seller shall on the Closing Date pay to Purchaser all insurance proceeds then received by Seller and all condemnation awards and compensation

then received by Seller. In addition, Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or taking.

7.3 Notice of Condemnation or Casualty. Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any damage, destruction, condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (a) and (b) in Section 7.2 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have ten (10) business days after it receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such a ten (10) business day period in which to make the election under Section 7.2 above.

ARTICLE 8

COMMISSIONS

8.1 Broker's Commission. The parties acknowledge that [REDACTED] ("Broker") has been retained by and represents Seller as broker in connection with the sale of the Property by Seller to Purchaser and is to be compensated for its services by Seller in an amount equal to [REDACTED] (the "Broker Commission"). [REDACTED]

8.2 Representation and Indemnity. Purchaser and Seller each hereby represents and warrants to the other that it has not disclosed this Agreement or the subject matter hereof to, and has not otherwise dealt with, any real estate broker, agent or salesman (other than Broker) so as to create any legal right or claim in any such broker, agent or salesman (other than Broker) for a real estate commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Except as provided in Section 8.1 with respect to Broker, Purchaser and Seller shall indemnify, hold harmless and defend each other from and against any and claims and demands for a real estate brokerage commission or similar fee or compensation arising out of any claimed dealings with the indemnifying party and relating to this Agreement or the purchase and sale of the Property (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity).

8.3 Survival. This ARTICLE 8 shall survive the rescission, cancellation, termination or consummation of this Agreement.

ARTICLE 9

ESCROW AGENT

9.1 Investment of Earnest Money. Escrow Agent shall invest the Earnest Money pursuant to Purchaser's reasonable directions in an interest bearing account at a commercial bank whose deposits are insured by the Federal Deposit Insurance Corporation. Escrow Agent shall notify Seller, no later than one (1) business day after Escrow Agent's receipt thereof, that Escrow Agent has received the Earnest Money in immediately available funds, and is holding the same in accordance with the terms of this Agreement. However, Escrow Agent shall invest the Earnest Money only in such accounts as will allow Escrow Agent to disburse the Earnest Money upon no more than one (1) business day's notice.

9.2 Payment at Closing. If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money as provided in Purchaser's closing instructions to Escrow Agent on the Closing

Date consistent with this Agreement.

9.3 Payment on Demand. Upon receipt of any written certification from Seller or Purchaser claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other such party (i.e., Purchaser or Seller, whichever did not claim the Earnest Money pursuant to such notice) and, unless such other party within ten (10) days thereafter notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder. Notwithstanding the foregoing, if Purchaser delivers a written request to Escrow Agent for the return of the Earnest Money at any time on or before the Inspection Date in connection with a termination of this Agreement by Purchaser pursuant to Section 3.2, then Escrow Agent shall promptly refund the Earnest Money to Purchaser without the necessity of notice to Seller or Seller's consent.

9.4 Exculpation of Escrow Agent. It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature. Escrow Agent shall incur no liability whatsoever except for its willful misconduct or negligence, so long as Escrow Agent is acting in good faith. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the disposition of the Earnest Money, or, in the absence of such written authorization, until final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of notice to Escrow Agent of such dispute, then Escrow Agent may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

9.5 Interest. All interest and other income earned on the Earnest Money deposited with Escrow Agent hereunder shall be reported for income tax purposes as earnings of Purchaser. Purchaser's taxpayer identification number is [REDACTED].

9.6 Execution by Escrow Agent. Escrow Agent has executed this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this ARTICLE 9. Escrow Agent's consent to any modification or amendment of this Agreement other than this ARTICLE 9 shall not be required.

ARTICLE 10

MISCELLANEOUS

10.1 Assignment. Purchaser may not assign its rights under this Agreement without first obtaining Seller's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. However, Purchaser may assign this Agreement to a Permitted Affiliate without Seller's consent. For purposes hereof, the term "**Permitted Affiliate**" means (i) an entity that controls, is controlled by, or is under common control with Purchaser or (ii) in which Purchaser or an entity described in clause (i) holds a ten percent (10%) or greater interest. No transfer or assignment by Purchaser shall release or relieve Purchaser of its obligations hereunder. Except as expressly permitted herein, Seller may not assign its rights or obligations under this Agreement without first obtaining Purchaser's written approval.

10.2 Notices. Any notice, request or other communication (a "**notice**") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by electronic mail (provided a copy of such notice sent by electronic

mail is deposited with an overnight courier for next business day delivery) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery or electronic mail transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery), deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel. The parties' respective addresses for notice purposes are as follows:

If to Purchaser: c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305
Attn: Jeffrey S. Fuqua
Email: jeff.fuqua@fuquadev.com

with copies to: c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305
Attn: Heather Correa
Email: heather.correa@fuquadev.com

c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, GA 30305
Attn: Heather Reynolds, Esq.
Email: heather.reynolds@fuquadev.com

If to Seller:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.3 Modifications. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

10.4 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Atlanta, Georgia time.

10.5 Successors and Assigns. Subject to Section 10.1 hereof, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

10.6 Entire Agreement. This Agreement, including the Schedules and Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

10.7 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 10.7 shall survive Closing.

10.8 Counterparts; Electronic Signatures Binding. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original, faxed or electronic signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed agreement. An electronic signature shall have the same force and legal effect as a wet-ink original signature.

10.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.10 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state and judicial district in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state and judicial district in which the Property is located. Purchaser and Seller agree that the provisions of this Section 10.10 shall survive the Closing of the transaction contemplated by this Agreement.

10.11 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.12 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be

deemed to be an integral part of this Agreement:

- Schedule 1.1(a) - Legal Description of the Land
- Schedule 3.1(b) - Property Documents

10.13 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof.

10.14 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules or amendments hereto.

10.15 Permitted Delay Due to Force Majeure. Whenever performance is required of any party hereunder, such party shall use commercially reasonable diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed or prevented at any time by reason of acts of God including, without limitation, hurricanes, tropical storms, fires, tornadoes, pandemics, epidemics and communicable diseases; war, civil commotion, riots, strikes, picketing or other labor disputes; unavailability of labor or materials; damage to work in progress by reason of fire or other casualty; inclement weather; governmental action, delay, mandate or order; a national or regional emergency; any delay in or failure of any governmental authority or utility company to issue any permits or approvals or to perform any inspections, installations or other work; or causes beyond the reasonable control of a party, then the time for performance as herein specified shall be extended by the time of the delay actually caused.

10.16 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser (in which event the defaulting Party shall remain liable as provided in this Agreement) from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

10.17 Survival. All provisions of this Agreement which are not fully performed as of Closing shall survive Closing subject to the terms and provisions set forth in Sections 5.3 and 5.6 respectively.

10.18 Joint and Several Liability. The parties comprising Seller shall be jointly and severally liable under this Agreement.

10.19 Tax-Deferred Exchange. Purchaser and Seller agree that, at either Purchaser's or Seller's sole election, this transaction shall be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations and proposed regulations thereunder. The parties agree that if either wishes to make such election, it must do so prior to the Closing Date. If either so elects, the other shall reasonably cooperate, provided any such exchange is consummated pursuant to an agreement that is mutually acceptable to Purchaser and Seller and which shall be executed and delivered on or before the Closing Date. The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the other harmless from and against any and all liability, claims, damages, expenses (including reasonable attorneys' and paralegal fees with respect to any appeal, if applicable), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such Section 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash. The provisions of the immediately preceding sentence shall survive Closing and delivery of the Deed. Notwithstanding anything to the contrary contained in this Section 10.19, any such Section 1031 exchange shall be consummated through the use of a facilitator or intermediary so that Purchaser shall in no event be requested or required to acquire title to any property other than the Property. In no event shall the Section 1031 exchange delay Closing.

10.20 Time of Essence. Time is of the essence with respect to this Agreement.

10.21 Permitted Transfers. In addition to a tax-deferred exchange, [REDACTED] shall have the right to transfer its interest in the Property to a deferred sales trust and [REDACTED] shall have the right to transfer all or a portion of his interest in the Property to (a) a deferred sales trust, (b) [REDACTED], (c)

[REDACTED] (each a "Permitted Transfer"); provided, however, such Permitted Transfer shall be subject to the terms of this Agreement, and the transferring party shall bear the cost of any title commitment or survey update or revision required in connection with such Permitted Transfer (which cost shall be shared equally between [REDACTED] if both parties engage in a Permitted Transfer), and further provided:

- (i) Neither [REDACTED] shall be relieved of any obligations under this Agreement;
- (ii) [REDACTED] be responsible for all costs and expenses related to any Permitted Transfer conducted by [REDACTED] shall be responsible for all costs and expenses related to any Permitted Transfer conducted by [REDACTED]
- (iii) Purchaser shall not be required to take title to any property other than the Property or to incur obligations to third parties in connection with a Permitted Transfer;
- (iv) Purchaser shall not be required to take any particular tax position with respect to a Permitted Transfer;
- (v) Closing shall not be extended to accommodate a Permitted Transfer; and
- (vi) [REDACTED] shall indemnify, defend and hold Purchaser harmless from and against any claims, damages or liabilities of any type in connection with a Permitted Transfer conducted by [REDACTED], and [REDACTED] shall indemnify, defend and hold Purchaser harmless from and against any claims, damages or liabilities of any type in connection with a Permitted Transfer conducted by [REDACTED]

10.22 The term "Effective Date" as used herein shall mean the last of the following dates:
(a) the date the contract is executed by the Purchaser or (b) the date this contract is executed by the Seller.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates specified below.

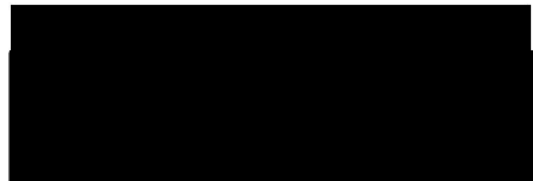
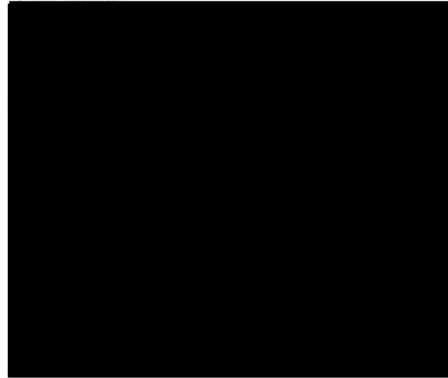
PURCHASER:

FUQUA ACQUISITIONS II, LLC,
a Georgia limited liability company

By: _____
Jeffrey S. Fuqua, Manager

Date: May 3, 2021

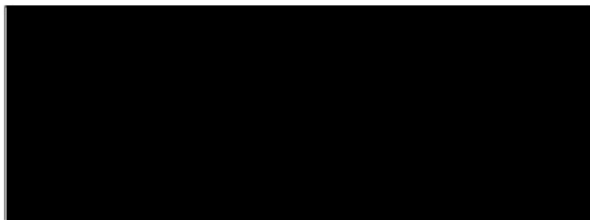
[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]



May 3, 2021
Date

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

SELLER:



5-3-2021

Date

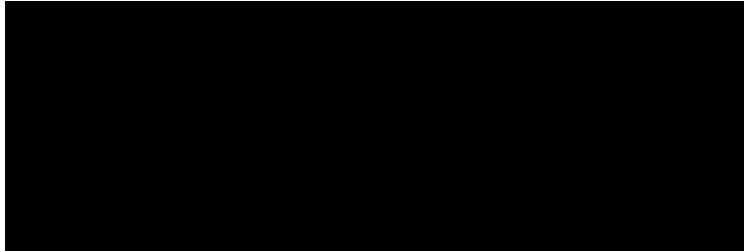


Date

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

Escrow Agent has executed this Agreement for the limited purposes set forth herein.

ESCROW AGENT:



Date: 5/3/2021

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

Schedule 1.1(a)

Legal Description of Land

PARCEL ONE:

ALL THAT TRACT OR PARCEL OF LAND containing 20.239 acres, lying and being in Land Lot 176 of the 2nd District, 5th Section, of Carroll County, Georgia. Said 20.24 acre tract being the northernmost part of a 94.784 acre tract as shown on a property survey plat prepared by [REDACTED] Registered Land Surveyor No. 1833, on 12-12-75. More particularly described as follows, to wit: BEGINNING at a point located at the northeasternmost corner of the 94.784 acre tract on the southwest right of way line of Pumpkintown Road and from said POINT OF BEGINNING running along the northernmost boundary of the 94.784 acre tract South 89 degrees 42 minutes 43 seconds West a distance of 1,780.60 feet to an iron pin corner; thence along the center of Town Branch for the following eight bearings and distances: South 30 degrees 58 minutes 18 seconds East 101.43 feet, South 33 degrees 28 minutes 49 seconds East 184.99 feet, South 51 degrees 46 minutes 27 seconds West 124.36 feet, South 19 degrees 48 minutes 19 seconds East 76.99 feet, South 45 degrees 21 minutes 19 seconds East 66.91 feet, South 68 degrees 53 minutes 19 seconds East 151.62 feet, North 80 degrees 56 minutes 46 seconds East 44.50 feet, and South 43 degrees 56 minutes 44 seconds East 89.33 feet; thence running along centerline of a creek and drainage swell South 72 degrees 20 minutes 15 seconds East 202.49 feet, North 78 degrees 41 minutes 24 seconds East 509.90 feet, North 82 degrees 18 minutes 14 seconds East 373.36 feet, North 69 degrees 16 minutes 19 seconds East 537.31 feet to a corner located on the southwest right of way line of Pumpkintown Road; thence along said southwest right of way line North 34 degrees 19 minutes 42 seconds West 100 feet, North 28 degrees 37 minutes 28 seconds West 161.23 feet, North 27 degrees 24 minutes 42 seconds West 62.77 feet to the POINT OF BEGINNING.

Subject to a 20 foot easement straddling an 8" outfall sewer line which runs parallel to the westernmost boundary of this 20.239 acre tract.

PARCEL TWO:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, with the small triangular tract being in Land Lot 175 of the 2nd District, Douglas County, Georgia, and being more particularly described as follows: To find the point of beginning, locate the intersection of the northerly right of way of Old Bankhead Highway (50 foot right of way) and the westerly right of way of Pumpkintown Road (80 foot right of way), said point of intersection being marked by an iron pin and running thence in a northerly direction along said westerly right of way of Pumpkintown Road a distance of 765.045 feet to an iron pin located at the point of intersection of said right of way with the centerline of a ditch; said iron pin further marking the northeasterly corner of property of McNeilus Truck & Manufacturing, Inc., which point is the Point of Beginning; from said Point of Beginning continuing in a northerly and northwesterly direction along

said right of way 1,398.51 feet to an iron pin corner at the southeasterly corner of property heretofore conveyed to Allegheny Wire & Cable Co., Inc. by warranty deed dated September 29, 1977, recorded in Deed Book 365, page 424; thence along the southerly boundary of the property of Allegheny Wire & Cable Co., Inc., the following courses and distances: South 69 degrees 16 minutes 19 seconds West a distance of 537.31 feet; South 82 degrees 18 minutes 14 seconds West a distance of 373.36 feet; South 78 degrees 41 minutes 24 seconds West a distance of 509.9 feet; North 72 degrees 20 minutes 15 seconds West a distance of 202.49 feet to the centerline of Town Branch at a point near an iron pin corner; thence in a southerly direction along the meanderings of said branch, traverse lines of which are as follows: South 06 degrees 47 minutes 33 seconds West 155.47 feet; South 52 degrees 08 minutes 21 seconds East 215.304 feet; North 88 degrees 12 minutes 00 seconds East 42.698 feet; South 41 degrees 21 minutes 51 seconds East 150.598 feet; South 47 degrees 59 minutes 50 seconds East 483.583 feet; and South 00 degrees 17 minutes 16 seconds West 63.24 feet to an iron pin corner marking the northwesterly corner of property conveyed to Agri-Business International, Inc. by deed recorded in Deed Book 413, page 816; thence along the northerly property line of Agri-Business International, Inc. the following courses and distances: North 69 degrees 05 minutes 08 seconds East 105.70 feet; thence North 83 degrees 51 minutes 36 seconds East 79.88 feet; thence North 82 degrees 50 minutes 43 seconds East 59.12 feet; thence North 68 degrees 40 minutes 15 seconds East 95.71 feet to an iron pin corner; thence along the easterly property line of Agri-Business International, Inc. South 20 degrees 45 minutes 12 seconds East 635.15 feet to an iron pin corner; thence South 43 degrees 36 minutes 05 seconds East 80 feet to an iron pin corner and northerly circumference of a cul-de-sac for an access road leading from Old Bankhead Highway; thence in a southwesterly, southerly and southeasterly direction along the westerly side of said cul-de-sac and access road to a point where said right of way intersects the northerly right of way of said Old Bankhead Highway; thence North 64 degrees 34 minutes 49 seconds East 40.05 feet to an iron pin corner; thence North 22 degrees 41 minutes 46 seconds West 45.50 feet, more or less, to the centerline of a railroad spur; thence continuing along said bearing 393.51 feet to an iron pin corner marking the northwesterly corner of property conveyed to G.M.T. International Corporation, by deed recorded in Deed Book 509, page 657, Carroll County Public Real Estate Records; thence along the northerly property line of said G.M.T. International, North 67 degrees 18 minutes 16 seconds East 353.73 feet to an iron pin corner; thence north 22 degrees 42 minutes 49 seconds West 287.56 feet to the northwesterly corner of property of Malt Industries, Inc.; thence North 67 degrees 11 minutes 11 seconds East 273.08 feet to an iron pin corner on the centerline of a ditch; thence in an easterly direction along the meanderings of the centerline of said ditch 591.34 feet to the Point of Beginning.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 2nd District of Carroll County, Georgia, and Land Lot 145 of the 2nd District of Douglas County, Georgia, all according to a survey for [REDACTED] dated 3-21-95, prepared by Crawford & Associates, Inc., certified by Douglas C. Crawford, Georgia Registered Land Surveyor No. 1833, which plat appears of record at Plat Book 53, page 4 of the Carroll County, Georgia, and Plat Book [REDACTED], page [REDACTED] of the Douglas County, Georgia Public Records, which plat and the record thereof are each by reference incorporated herein.

FURTHER LESS AND EXCEPT

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, being 4.93 acres, more or less, as shown and delineated on a plat entitled "Boundary Survey for [REDACTED]" dated May 25, 2006, prepared by Crawford & Associates C. H. F., Inc., certified by Douglas C. Crawford, GA RLS #1833, which plat is recorded in Plat Book 89, Page 232, Carroll County, Georgia, Public Real Estate Records. Said plat and the record thereof are each by reference incorporated herein and made a part hereof for a more complete and accurate description of said property.

Schedule 3.1(b)

Property Documents

1. Copies of all tax bills for the Property for the last three (3) years;
2. Copies of all environmental reports related to the Property;
3. Copies of all surveys, plats, subdivision plats, site plans and topographical maps related to the Property;
4. Copies of all soils, geological and engineering reports related to the Property;
5. Information regarding current zoning of the Property and other relevant land-use information;
6. Copies of all utility agreements and reservations related to the Property;
7. Copies of all title insurance policies and title exception documents for the Property; and
8. If applicable, copies of all leases of all or any part of the Property and other agreements relating to the use and operation of all or any part of the Property.

Surrounding Property Owners (250' of Property)

Condon Parcel	V05 0180075		
<u>Owner</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
McPherson Family Recovable Living Trust	103 Chadwick Place	Villa Rica	GA
Whisenhunt, Ronnie	121 Spring Haven Court	Villa Rica	GA
Dewberry, Tamara Lyn	187 Parkway Circle	Villa Rica	GA
Nolen, Kimberly	177 Parkway Circle	Villa Rica	GA
Byrd, Kaitlin A, Kimberly Jo, & Scott Edwards	167 Parkway Circle	Villa Rica	GA
Hill, Hubert J	157 Parkway Circle	Villa Rica	GA
Hewett, Brandon R & Trinity Jtrs	145 Parkway Circle	Villa Rica	GA
Condon Delena C & Clay C	384 Mirror Lake Blvd	Villa Rica	GA
Willis - Wilmot, Carol	121 Parkway Circle	Villa Rica	GA
Hole, Clayton & AJ Jtrs	141 Parkway Circle	Villa Rica	GA
Mirror Lake Community Association	1000 Shoreline Pkwy	Villa Rica	GA

Schoerner Parcel	V05 0180062		
<u>Owner</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
Condon Delena C & Clay C	384 Mirror Lake Blvd	Villa Rica	GA
Hole, Clayton & AJ Jtrs	141 Parkway Circle	Villa Rica	GA
WGSC LLC	124 Parkwood Circle	Carrollton	GA
Villa Rica Mayor & City	571 W Bankhead Highway	Villa Rica	GA
Arbours at Villa Rica LLC	242 Inverness Center Drive	Birmingham	AL
Reid, Dawn N	9861 Spyglass Drive	Villa Rica	GA
Brown, Edward E Jr	9851 Spyglass Drive	Villa Rica	GA

Schoerner Parcel	V05 0180085		
<u>Owner</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
Arbours at Villa Rica LLC	242 Inverness Center Drive	Birmingham	AL
Villa Rica Mayor & City	571 W Bankhead Highway	Villa Rica	GA
Saunders, Marilyn L	49 West Peachtree Street	Norcross	GA
Pritchett Mary E & Charlene Evate	526 Myrtle Street	Villa Rica	GA
Bennett, Richard G Jr	1215 Vine Street	Gainesville	GA
Hitchcock D L & Churchill Carolyn M	1283 Harlan Lane Road	Villa Rica	GA
Danelion Properties Inc	65 Grady Knight Ind Court	Villa Rica	GA
McNeilus Truck & MFG Inc	PO Box 70	Dodge Center	MN
Reid, Dawn N	9861 Spyglass Drive	Villa Rica	GA
Brown, Edward E Jr	9851 Spyglass Drive	Villa Rica	GA
Abdich, Robert & Jennifer	9843 Spyglass Drive	Villa Rica	GA
Allen, Anthony	9835 Spyglass Drive	Villa Rica	GA
Williamson, Gerald	9827 Spyglass Drive	Villa Rica	GA
Dingle, Therese G	9819 Spyglass Drive	Villa Rica	GA
Sanchez-Juarez Agustin & Guzman Bridgett	9811 Spyglass Drive	Villa Rica	GA
Sanon, Gina	9803 Spyglass Drive	Villa Rica	GA
You Xiao Juan & Christian James P	2529 Gold Hill Court	Villa Rica	GA

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Zip

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CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-05-22 – 14911 Veterans Memorial Highway

CITY COUNCIL AGENDA DATE: April 12th, 2022

DATE: March 31st, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Larry Boggs of Douglasville, GA has requested a variance from Section 4.04/Table 4.4, which requires a 50' side yard setback in the Industrial Medium-Density (I2) Zone.

BACKGROUND: The applicant proposes to subdivide the lot and construct a 12,000 square foot industrial facility. Section 4.04/Table 4.4 of the zoning ordinance requires a minimum side yard setback of 50', whereas a 20' setback is requested.

STAFF RECOMMENDATION: Staff recommends DENIAL

Reasons: The property in question has a considerable amount of topographic and site constraints that has prompted this action from the applicant. The variance as proposed has no net benefit other than a larger building, which is based on a perceived reduction of economic gain, versus a smaller industrial building.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

I move to deny the variance request from Larry Boggs of Douglasville, GA from Section 4.04/Table 4.4 of the Villa Rica Zoning Ordinance, to provide a 20' side yard setback in place of the required 50' side yard setback.



APPLICATION FOR
VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

2/14/2022

Date of Application: _____

APPLICANT

Applicant Name: Larry Boggs

Address: 2266 Fairburn Rd City: Douglasville State: GA Zip: 30135

Phone: (770) 231 - 4189 Fax: () - Email: lboggs@benchmarkatlanta.com

Agent Name: The Southeast Civil Group, LLC Michael Forlaw

Address: 8665 Baldwin Parkway City: Douglasville State: GA Zip: 30134

Phone: (678) 909 - 6996 Fax: () - Email: desk@southeastcivilgroup.com

Owner Name (If different from applicant): _____

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

Phone: () - Fax: () - Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 14911 Veterans Memorial Highway

I, Larry Boggs, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Larry Boggs
Signature of Applicant

2/14/2022
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

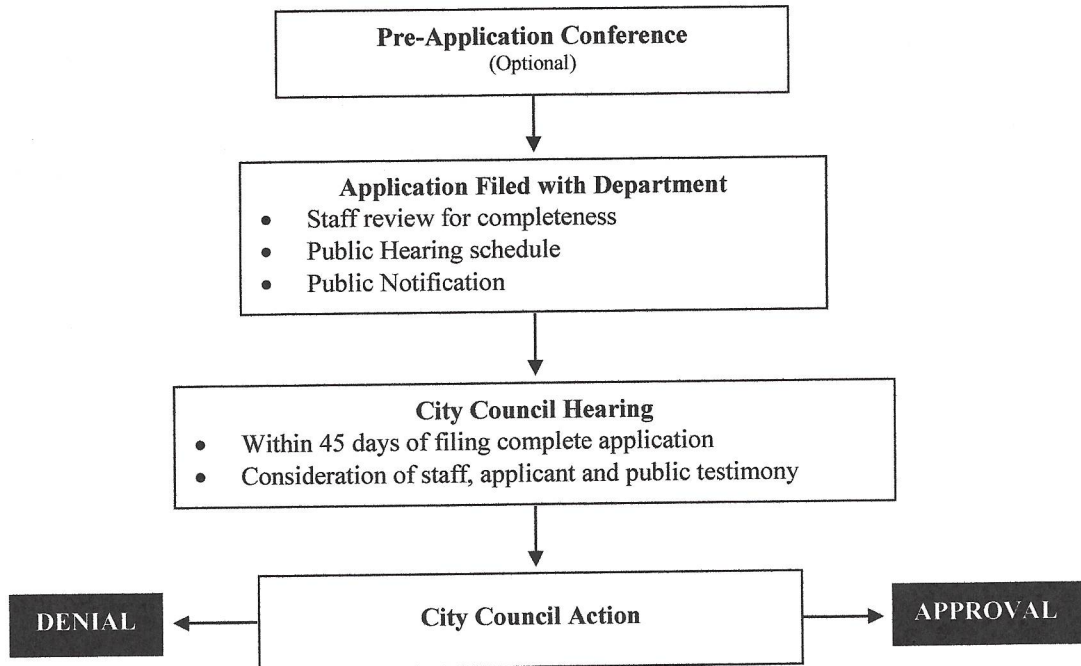
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



RE: 14911 Veterans Memorial Highway

To Whom it may Concern,

This letter is to request the reduction of the side building setback from 50 feet to 20 feet. Parcel 01460250008's size is limited due to the creek, floodplain, and septic system being placed on the site. Therefore, the building setback creates the hardship of not being able to start a business, due to the site's size being restricted. If this setback was to be reduced, it would ultimately allow the site to be functional and permit the desired business structure to be built. If the variance is granted, it will not cause substantial detriment to the public and would protect the original value and intentions of the property.

Kind Regards,

The Southeast Civil Group

Email: desk@southeastcivilgroup.com

Office Number: 678-909-6996



The Southeast Civil Group
8665 Baldwin Parkway Douglasville, GA 30134
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com

Doc ID: 003673560007 Type: GLR
Filed: 08/17/2011 at 08:25:00 AM
Fee Amt: \$120.50 Page 1 of 7
Transfer Tax: \$98.50
Douglas County Georgia
RHONDA G PAYNE Clerk Superior Court
BK 2954 PG 997-1003

✓ WHEN RECORDED RETURN TO:
✓ PHILIP E. JOHNS, ESQ.
✓ JOHNS & JOHNS, LLC
6782 WEST BROAD STREET
DOUGLASVILLE, GA 30134
(770) 949-3400 J&J File #11D17075

WARRANTY DEED

STATE OF GEORGIA, COUNTY OF DOUGLAS

This Indenture made this 12th day of August, 2011, between ELAINE H. BROWN of the County of DOUGLAS, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and BENCHMARK UNITED, INC. , as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, ALL OF MY UNDIVIDED FIVE PERCENT (5%) INTEREST IN AND TO:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This Deed is given subject to all easements and restrictions of record, if any.

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

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

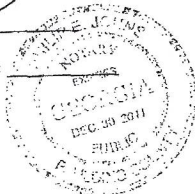
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.
Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(Notary Seal)



ELAINE H. BROWN

TRACT ONE

TRACT I:

ALL THAT TRACT or parcel of land lying and being in Land Lot 146, of the 2nd District, 5th Section, Douglas County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point, at the intersection of the northeasterly right of way of Ramp G (said Ramp G being a part of Interstate 20) if said line was extended north 40° 27' 10" west, a distance of 170.43 feet from a concrete right of way marker on the northeasterly right of way of said Ramp G, with the easterly right of way of Liberty Road, if said line was extended south 14° 47' 44" west, a distance of 100.35 feet from a concrete right of way marker on the easterly right of way of Liberty Road; from said point run thence north 14° 47' 44" east, a distance of 100.35 feet to a concrete right of way marker on the easterly right of way of Liberty Road said concrete marker being located 130 feet from the centerline of Liberty Road, said marker being the True Point Of Beginning.

From said True Point Of Beginning run thence north 14° 47' 44" east along the easterly right of way of Liberty Road, a distance of 200 feet to a concrete right of way marker on the said easterly right of way; running thence north 14° 47' 44" east along the said easterly right of way, a distance of 727.23 feet to a concrete right of way marker on the easterly right of way of Liberty Road, said point being 130 feet from the centerline of Liberty Road; running thence south 03° 50' 28" west, a distance of 427.82 feet to an iron pin; running thence south 83° 29' 48" east, a distance of 161.40 feet to an iron pin; running thence south 83° 29' 48" east, a distance of 20 feet to a point located on the centerline of a large branch; running thence northeasterly, easterly, and northeasterly along the centerline of said Branch, a distance of 955 feet, more or less, to a point; then leaving said Branch, run thence north 01° 23' 01" east, a distance of 126.16 feet to a point; running thence north 32° 45' 28" west, a distance of 173.49 feet to an iron pin; running thence north 82° 22' 56" east, a distance of 484.28 feet to an iron pin, said iron pin being south 00° 56' 15" west, a distance of 564.34 feet from the southeast right of way of Bankhead Highway s/k/a SR 8 and US 78; running thence south 00° 01' 06" east, a distance of 1,123.84 feet to an iron pin; running thence north 76° 44' 20" west, a distance of 14.37 feet to a concrete right of way marker on the northeasterly right of way of Ramp G, said marker being 230 feet from the centerline of Interstate 20; running thence north 71° 17' 30" west along the a concrete right of way marker on the northeasterly right of way of Ramp G; running thence north 71° 43' 45" west along the northeasterly right of way of Ramp G, a distance of 759.11 feet to a concrete marker on the northeasterly right of way of Ramp G; running thence north 60° 27' 10" west along the northeasterly right of way of Ramp G, a distance of 341.81 feet to a concrete right of way marker on the northeasterly right of way of Ramp G; running thence north 34° 06' 37" west, a distance of 218.69 feet to a concrete right of way marker on the easterly right of way of Liberty Road and The Point Of Beginning. Said property being the same as described in that certain Plat Of Survey prepared by Wynan C. Hudson, Georgia Registered Land Surveyor for Grover Swilley, dated December 11, 1985, which survey is incorporated herein and made a part hereof by reference for a more detailed description.

TRACT II:

All that tract or parcel of land lying and being in Land Lot 146 of the 5th Section, 2nd District of Douglas County, Georgia, containing 6.19 acres according to a Survey prepared for Grover Swilley, dated November 3, 1988, by Solar Land Surveying Company, and being described in accordance with said survey as follows:

BEGINNING at an iron pin set on the south side of U.S. Highway 878 (Bankhead Highway) 947.47 feet northeasterly as measured along the South side of said U.S. Highway 878 from its intersection formed by the northeasterly side of Liberty Road (as presently located) and the South side of U.S. Highway 878; thence northeasterly along U.S. Highway 878, North 82 degrees 26 minutes 24 seconds East, 459.04 feet to an iron pin set; thence South 09 degrees 00 minutes 00 seconds East, 571.05 feet to an iron pin found; thence South 40 degrees 49 minutes 00 seconds West, 471.00 feet to an iron pin set; thence North 60 degrees 27 minutes 10 seconds West, 586.51 feet to an iron pin set on the South side of U.S. Highway 878 and the point of beginning.

EXHIBIT "A"

TRACT TWO

(page 1 of 3)

Legal Description
Tract 1

All that tract or parcel of land lying and being situated in Land Lots 146 and 147, 2nd District, 5th Section, Douglas County, Georgia, more particularly described as follows:

To find the true point of beginning, commence at a point at the intersection of Land Lots 142, 143, 146 and 147; proceed thence along the common land lot line of Land Lots 143 and 146 North 88 degrees 03 minutes 24 seconds West a distance of 375.30 feet to a point; proceed thence North 06 degrees 52 minutes 07 seconds West a distance of 111.42 feet to a point; proceed thence North 32 degrees 27 minutes 31 seconds West a distance of 80.51 feet to a point; proceed thence North 05 degrees 52 minutes 31 seconds West a distance of 40.20 feet to a point; proceed thence South 90 degrees 00 minutes 00 seconds West a distance of 35.00 feet to an iron pin found; proceed thence North 02 degrees 26 minutes 47 seconds West a distance of 76.55 feet to an iron pin found on the Southern right-of-way of Interstate 20; proceed thence across said right-of-way North 02 degrees 10 minutes 43 seconds West a distance of 469.44 feet to an iron pin found on the Northern right-of-way of Interstate 20, and the TRUE POINT OF BEGINNING; from said true point of beginning, proceed thence North 02 degrees 09 minutes 57 seconds West a distance of 1124.56 feet to an iron pin found; proceed thence North 01 degrees 53 minutes 08 seconds West a distance of 570.78 feet to an iron pin found on the Southwest right-of-way of U.S. Highway 78 (an 80-foot right-of-way); proceed thence along said right-of-way North 80 degrees 10 minutes 29 seconds East a distance of 1266.10 feet to a point on said right-of-way; proceed thence along said right-of-way North 82 degrees 51 minutes 16 seconds East a distance of 110.30 feet to a point; proceed thence along said right-of-way North 85 degrees 03 minutes 22 seconds East a distance of 102.78 feet to a point; proceed thence along said right-of-way North 87 degrees 17 minutes 37 seconds East a distance of 102.92 feet to a point; proceed thence along said right-of-way North 89 degrees 31 minutes 34 seconds East a distance of 108.93 feet to a point; proceed thence along said right-of-way South 88 degrees 13 minutes 18 seconds East a distance of 105.52 feet to a point; proceed thence along said right-of-way South 86 degrees 17 minutes 26 seconds East a distance of 100.16 feet to a point; proceed thence along said right-of-way South 84 degrees 57 minutes 20 seconds East a distance of 626.44 feet to an axle on said right-of-way; proceed thence South 07 degrees 20 minutes 57 seconds West a distance of 399.89 feet to an iron pin found; proceed thence South 84 degrees 56 minutes 38 seconds East a distance of 350.86 feet to an iron pin found; proceed thence North 07 degrees 21 minutes 00 seconds East a distance of 400.02 feet to a point on the southeast right-of-way of U.S. Highway 78 (an 80-foot right-of-way); proceed thence along said right-of-way South 85 degrees 00 minutes 13 seconds East a distance of 836.40 feet to an iron pin found; proceed thence South 00 degrees 35 minutes 59 seconds East a distance of 657.10 feet to a point;

BK 2954 PG1000

EXHIBIT "A"
(page 2 of 3)

proceed thence South 01 degrees 59 minutes 45 seconds East a distance of 206.68 feet to a point; proceed thence South 00 degrees 05 minutes 13 seconds West a distance of 445.38 feet to an iron pin found; proceed thence South 01 degrees 47 minutes 47 seconds East a distance of 320.27 feet to an iron pin found; proceed thence South 00 degrees 35 minutes 21 seconds East a distance of 303.46 feet to an iron pin found on the northern right-of-way of Interstate 20; proceed thence along said right-of-way South 88 degrees 36 minutes 28 seconds West a distance of 991.97 feet to a right-of-way monument; proceed thence along said right-of-way South 88 degrees 24 minutes 22 seconds West a distance of 256.67 feet to a right-of-way monument; proceed thence along the arc of said right-of-way a distance of 2,413.79 feet to an iron pin found, said arc having a chord bearing North 85 degrees 13 minutes 07 seconds West and a chord distance of 2409.13 feet, said iron pin being the POINT OF BEGINNING; said tract containing approximately 165.02 acres as shown on plat of survey dated October 6, 1987, by Douglas C. Crawford, Co. Reg. Land Surveyor #1833, for the I-20 Trust Account Larry E. Wilensky Property

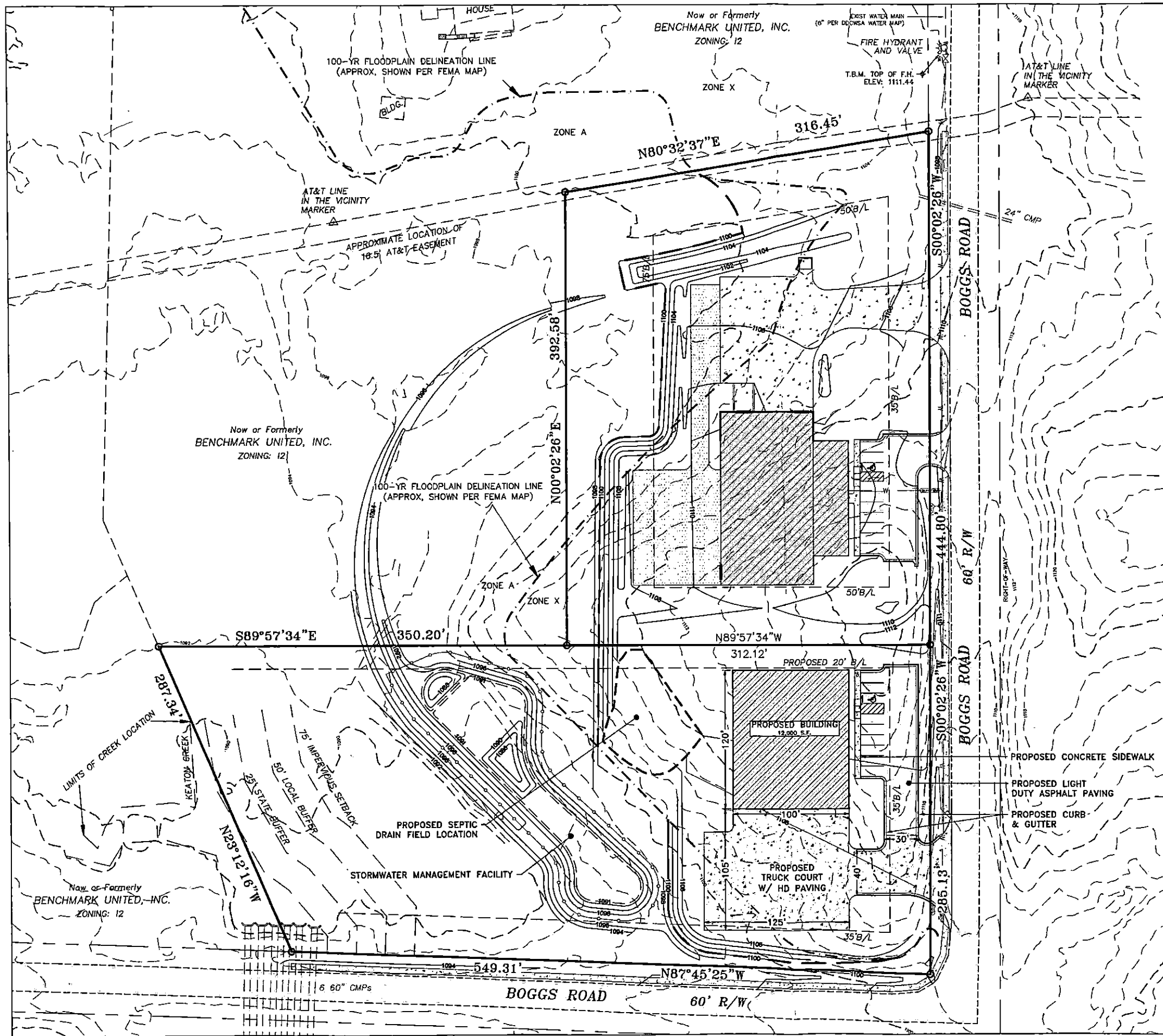
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EXHIBIT "A"
(Page 3 of 3)

Legal Description
Tract 2

All that tract or parcel of land lying and being situated in Land Lots 146 and 147, 2nd District, 5th Section, Douglas County, Georgia, more particularly described as follows:

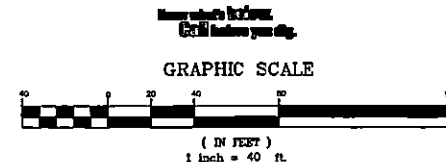
Beginning at a point at the intersection of Land Lots 142, 143, 146 and 147, said point being the TRUE POINT OF BEGINNING, proceed thence along the common land lot line of Land Lots 143 and 146 North 88 degrees 03 minutes 24 seconds West a distance of 375.30 feet to a point which is the center line of a creek; proceed thence along said centerline North 06 degrees 52 minutes 07 seconds West a distance of 111.42 feet to a point; proceed thence along said centerline North 37 degrees 27 minutes 31 seconds West a distance of 80.51 feet to a point; proceed thence along said centerline North 05 degrees 52 minutes 33 seconds West a distance of 40.20 feet to a point; leaving said creek, proceed thence South 90 degrees 00 minutes 00 seconds West a distance of 35.00 feet to an iron pin found; proceed thence North 02 degrees 25 minutes 47 seconds West a distance of 76.55 feet to an iron pin found on the Southern right-of-way of Interstate 20; proceed thence along said right-of-way South 80 degrees 36 minutes 16 seconds East a distance of 408.72 feet to a right-of-way monument; proceed thence along said right-of-way South 81 degrees 46 minutes 28 seconds East a distance of 290.59 feet to a right-of-way monument; proceed thence along said right-of-way along an arc a distance of 769.22 feet to an iron pin found, said arc having a chord bearing South 79 degrees 56 minutes 12 seconds East and a chord distance of 769.08 feet; proceed thence South 86 degrees 10 minutes 45 seconds West a distance of 976.26 feet to a point at the intersection of Land Lots 142, 143, 146 and 147, and the POINT OF BEGINNING; said tract containing approximately 5.03 acres as shown on plat of survey dated October 6, 1987, by Douglas C. Crawford, Gs. Reg. Land Surveyor #1833, for the I-20 Trust Account Larry E. Wilensky Property.



NOTE: EXISTING FLOOD LIMITS SHOWN PER FEMA FLOOD STUDY MAP. PROPOSED FLOOD LIMITS SHOWN PER PROPOSED CONTOURS AND TAKEN FROM ELEVATIONS ASSOCIATED WITH THE FEMA ZONE A LIMITS.

A FLOOD STUDY HAS BEEN PERFORMED FOR THIS PROJECT AND FOUND THE 100-YEAR HIGH WATER ELEVATION TO BE 1095.1. SEE APPENDIX F OF STORMWATER MANAGEMENT REPORT FOR BENCHMARK UNITED, INC. PREPARED BY THE SOUTHEAST CIVIL GROUP WITH A LATEST REVISION DATE OF AUGUST 17, 2021.

LEGEND	
EXISTING FLOOD PLAIN LIMITS	---
PROP. FLOOD PLAIN LIMITS	---



GENERAL SITE DATA:

OWNER/PROJECT MANAGER
BENCHMARK UNITED, INC.
ATTN: LARRY BOGGS
2256 FAIRBURN ROAD
DOUGLASVILLE, GA 30135
770-949-3006

1. LAND LOT: 147
2. DISTRICT: 25
3. SITE AREA: 3.8 +/- ACRES
4. PROPOSED USE: OFFICE/WAREHOUSE
5. ZONING: 12 (INDUSTRIAL-MEDIUM DENSITY)
SETBACKS (BY ZONING):
FRONT = 35'
SIDE = 50'
REAR = 75'
SETBACKS (PROPOSED):
FRONT = 35'
SIDE = 20'
REAR = 75'
6. WATER AVAILABILITY: PUBLIC
7. SEWER AVAILABILITY: ON-SITE SEPTIC

- SITE NOTES**
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
 - PAVING SPECIFICATIONS TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 - CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
 - UTILITY LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
 - BUILDING FOOTPRINT SHOWN IS APPROXIMATE. SEE ARCHITECTURAL PLANS.
 - SEE SITE DETAILS SHEET FOR APPLICABLE DETAILS.

- NOTE:**
- BOUNDARY INFORMATION SHOWN OBTAINED FROM A PRELIMINARY PLAT FOR BENCHMARK UNITED, INC. PREPARED BY VANSANT-CAMPBELL DATED 04/16/2021.
 - TOPOGRAPHIC DATA OBTAINED FROM DOUGLAS COUNTY GIS AND IS APPROXIMATE.
 - THE F.I.R.M. PANEL 1304500157E DATE 08/15/2019 INDICATES THIS PROPERTY OR A PORTION IS LOCATED IN A FLOOD HAZARD AREA.
 - THE U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED, AND NO WETLANDS ARE SHOWN TO BE PRESENT WITHIN PROJECT LIMITS.

LEGEND	
1000 CATCH BASIN	OVERHEAD POWER
1004 CATCH BASIN	UNDERGROUND POWER
1004A DRAIN BASIN	UNDERGROUND TELEPHONE
1004B DRAIN BASIN	UNDERGROUND TELEPHONE
1004C DRAIN BASIN	UNDERGROUND TELEPHONE
1004D DRAIN BASIN	UNDERGROUND TELEPHONE
1004E DRAIN BASIN	UNDERGROUND TELEPHONE
1004F DRAIN BASIN	UNDERGROUND TELEPHONE
1004G DRAIN BASIN	UNDERGROUND TELEPHONE
1004H DRAIN BASIN	UNDERGROUND TELEPHONE
1004I DRAIN BASIN	UNDERGROUND TELEPHONE
1004J DRAIN BASIN	UNDERGROUND TELEPHONE
1004K DRAIN BASIN	UNDERGROUND TELEPHONE
1004L DRAIN BASIN	UNDERGROUND TELEPHONE
1004M DRAIN BASIN	UNDERGROUND TELEPHONE
1004N DRAIN BASIN	UNDERGROUND TELEPHONE
1004O DRAIN BASIN	UNDERGROUND TELEPHONE
1004P DRAIN BASIN	UNDERGROUND TELEPHONE
1004Q DRAIN BASIN	UNDERGROUND TELEPHONE
1004R DRAIN BASIN	UNDERGROUND TELEPHONE
1004S DRAIN BASIN	UNDERGROUND TELEPHONE
1004T DRAIN BASIN	UNDERGROUND TELEPHONE
1004U DRAIN BASIN	UNDERGROUND TELEPHONE
1004V DRAIN BASIN	UNDERGROUND TELEPHONE
1004W DRAIN BASIN	UNDERGROUND TELEPHONE
1004X DRAIN BASIN	UNDERGROUND TELEPHONE
1004Y DRAIN BASIN	UNDERGROUND TELEPHONE
1004Z DRAIN BASIN	UNDERGROUND TELEPHONE

PRELIMINARY SITE & GRADING PLAN

BENCHMARK UNITED, INC. - LOT 2

LOCATED BY LL 147, DISTRICT 25
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET: 1 OF 1

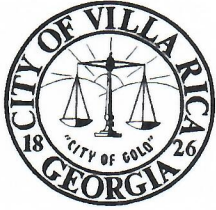
JOB #: 211210

SCALE: 1"=40'

DATE: 02/10/2022

DESIGN BY: MGF

THE SOUTHEAST CIVIL GROUP
ENGINEERING & CONSULTING
1000 BULLOCK PARKWAY
DOUGLASVILLE, GA 30135
770-949-3006



CITY OF VILLA RICA

City Council Packet

SUBJECT: Special Event Permit

CITY COUNCIL AGENDA DATE: April 12, 2022

DATE: March 31, 2022

PREPARED BY: Nyree Simpson

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: “Special Event Permit” request to allow West Georgia Tennis Club located at 101 Baker Industrial Court, Villa Rica, GA 30180 to hold a King of the Clay Tournament. The tournament date is scheduled for May 14th thru 15th, 2022. The tournament time is scheduled between the hours of 12:00 pm until 3:00 pm. Hixtown Brewing Company, which hold both a current Occupational Tax and Alcohol Permits from the City of Villa Rica will be supplying beer, equipment, and staff to retail beer during this tournament.

BACKGROUND: The applicant has complied with the ordinance in regards to the legal notification of requirements, and has successfully passed the background check as conducted by the Villa Rica Police Department.

STAFF RECOMMENDATION: The staff recommends approval “Special Event Permit” for the date, time, and reasoning as stipulated on the application.

IMPACT: None



City of Villa Rica

SPECIAL EVENT PERMIT APPLICATION

Special Event Title: 3rd Annual King of the Clay Tournament
Company: West Georgia Tennis Club
Company Address: 101 Baker Industrial Court, Villa Rica, 30180
Phone: 404 403 9466 Fax: _____
Location/Site Master: _____
Cell: _____ Email: wgclaycourts@gmail.com
Location/Site Master: _____
Cell: _____ Email: _____

TYPE OF PROJECT

☐ Fair	☐ Tour
☐ Grand Opening Celebration	☐ Race
☐ Parade	☐ March
☐ Rally	☐ Assembly
☐ Festival	☐ Concert
☐ Holiday Celebration	☐ Bicycle/Run
☐ Block Party	☒ Other: <u>Tennis Tournament</u>

Description of Project: Two day, Mixed Doubles Tennis
Tournament. Hixtown to Seel bee May 14th
12-13pm

Location of Project: West Georgia Tennis Club

☒ Commercial Location ☐ Residential Location ☐ City Park ☐ Other

NOTE: If your Special Event occurs at a residential location and contains any of the two listed items below, a meeting with the City Manager is required and a minimum of one week in advance before your application can be accepted and processed:



Case # _____

SPECIAL EVENT REVIEW APPLICATION

1. Full and/or Partial Lane and Street Closures
2. Requested Variances to any City of Villa Rica Ordinance

Contact Name to Schedule the Meeting: Cristy Baker

Phone: 404 662 0002 Fax: _____

Email: suaysiam@gmail.com

Names of Attendees to Attend the Meeting: Paul Patulca,
Brian Britt

List any Alteration of Vegetation or Building Modifications that Could Remain Permanent After the Completion of the Project: _____

Number of Tents: _____ Square Footage of Each Tent: _____

List Tent Locations: _____

Will Portable Restrooms (Porta Potties) be Utilized? _____ Yes ☒ No

If Yes, Please List Placement and Locations: _____

SPECIAL EVENT PREP

DATES		HOURS	
From: <u>May 14</u>	To: <u>May 14</u>	From: <u>12</u> A.M. <u>P.M.</u>	To: <u>3</u> A.M. <u>P.M.</u>
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.



Case # _____

SPECIAL EVENT REVIEW APPLICATION

Describe Preparation Activity: Set up Kegs and table for
beer sales

SPECIAL EVENT

DATES

From: _____ To: _____
From: _____ To: _____
From: _____ To: _____
From: _____ To: _____
From: _____ To: _____
From: _____ To: _____

HOURS

From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.

Describe Special Event Activity: Tennis Tournament

CLEAN-UP/CLOSE OUT

DATES

From: _____ To: _____
From: _____ To: _____
From: _____ To: _____
From: _____ To: _____
From: _____ To: _____
From: _____ To: _____

HOURS

From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.
From: _____ A.M./P.M. To: _____ A.M./P.M.

Describe Clean Up/Close Out Activity: _____

NOTE: The following three items must be provided when applicable:

1. Site Plan – Showing Special Event Location
2. Proof of permission from Property Owner for use of the Special Event Location
3. Notification of neighbors and businesses affected by the Special Event Location



Case # _____

SPECIAL EVENT REVIEW APPLICATION

USES: *(Please Check Applicable)*

_____ Street Closure
_____ Lane Closure
_____ Other: _____

N/A

If any of the above are checked, please give a detailed description, including dates and times: _____

N/A

SERVICES REQUIRED: *(Please Check Applicable)*

_____ City Police
_____ City Parks
_____ Fire Department
_____ Sanitation
_____ Transportation
_____ Other: _____

N/A

NOTE: The City of Villa Rica Shall Be Utilized if Available

If any of the above are checked, please give a detailed description, including dates and times: _____

N/A



Case # _____

SPECIAL EVENT REVIEW APPLICATION

ELEMENTS AND SPECIAL EFFECTS OR STUNTS (*Please Check Applicable*)

_____ Generator(s)
_____ Special Lighting/Lighting Cranes
_____ Music Playback
_____ Smoke/Fire/Other Pyro
_____ Vehicles
_____ Animals
_____ Other: _____

N/A

If any of the above are checked, please give a detailed description, including dates and times: _____

N/A

Please List Any Special Requests Not Already Covered: _____

N/A

NOTE: The City reserves the right to deny any Special Event Permit that is not within the best interest(s) of the City and its Residents. No Special Event Permit shall be issued more than once per quarter at any one residential location and shall be no more than fourteen (14) consecutive days in duration, unless otherwise previously requested and approved by the City Manager.



Case # _____

SPECIAL EVENT REVIEW APPLICATION

HOLDS HARMLESS AGREEMENT

The applicant agrees to indemnify the City of Villa Rica and to be solely and absolutely liable upon any and all claims, suites and judgements against the City and/or the application for personal injuries and property damages arising out of or occurring during the activities of the applicant, his/her (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of Georgia laws, rules and regulations. This permit may be revoked at any time.

Applicant Signature

March 28, 2022

Date

Permit Fee: \$100.00/Day

\$500.00 Sanitation Bond Required if Filming Occurs in a City Owned Park or Facility



**3rd Annual
King of the Clay
Mixed Doubles
Tournament
May 14-15th**

**WGTC Member \$20
Guest \$30**

**To register call 404 403 9466,
email wgclaycourts@gmail.com, or
message the WGTC FB page**



Chapter 4 ALCOHOLIC BEVERAGES¹

ARTICLE I. IN GENERAL

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, malt beverages, distilled spirits, wine and fortified wines defined in this section.

Brewery means a manufacturer or producer of malt beverages for wholesale off the premises but does not include a brewpub as that term is defined in this section. Typical brewing production is greater than 15,000 barrels per year.

Brewpub means a restaurant in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on the premises and solely in draft form. Brewpubs shall be licensed as restaurants as set forth in this chapter.

Brown bag establishment means any restaurant, supper club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' alcoholic beverages.

Chief of police means the chief of police of the city.

Church means any permanent place of public religious worship.

¹Editor's note(s)—Ord. No. 0-07-2020, adopted August 11, 2020, repealed former ch. 4, §§ 4-1—4-3, 4-25—4-40, 4-69—4-71, 4-101—4-110, 4-134, 4-135, 4-154—4-156, 4-181, 4-201—4-216, 4-237—4-239, 4-261, 4-281—4-283, 4-300, 4-318—4-321, and enacted a new ch. 4 as set out herein and later amended. Former ch. 4 pertained to similar subject matter and derived from Ord. No. 22-16-CCO, adopted October 4, 2016; Ord. No. 01-18-CCO, adopted January 22, 2018; Ord. No. 06-18-CCO, adopted June 5, 2018; and Ord. No. 15-18-CCO, adopted November 27, 2018.

State law reference(s)—Use of proceeds of alcoholic beverage tax for prevention, education and treatment, Ga. Const. art. 3, § 9, ¶ 6; Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.; furnishing to, purchase of or possession by persons under 21 years of age, use of false identification, O.C.G.A. § 3-3-23; public drunkenness, O.C.G.A. § 16-11-41; furnishing alcoholic beverages to persons under 21 years of age, jurisdiction of municipal courts, O.C.G.A. § 36-32-10; treatment of alcoholics and intoxicated persons, O.C.G.A. § 37-8-1 et seq.; driving under the influence of alcohol or drugs, O.C.G.A. § 40-6-391.

Craft beer means beer produced by a brewer with an annual production of 6,000,000 barrels or less, and no more than 25 percent of the brewery is owned or controlled by an alcoholic beverage industry member who is not a craft beer brewer.

Designated manager is the primary employee responsible for managing the premises which possesses a license under this chapter.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wines.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Hotel means any building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and transient guests, in which 50 or more rooms are used for the sleeping accommodations of guests, and where the sleeping accommodations are in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Guest rooms must have interior accessibility only, with no exterior doorways and no exterior room entry. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Extended stays shall not be considered hotels for the purposes of this chapter.

Interest includes any pecuniary interest and any ownership interest, whether present or future, whole or partial, legal or beneficial, contingent or vested, direct or indirect, and any right, power, or authority of control.

Licensed premises include not only the room wherein alcoholic beverages are sold or served but also the outdoor area within the property lines as approved by the mayor and council for sales and consumption of alcoholic beverages.

Licensee includes an individual licensee and in the case of a partnership or corporation includes both the partnership and corporation and the named licensee.

Lounge or banquet room means a separate room or area enclosed within a hotel with all booths, stools and tables being open and unobstructed to the view of any other customers in the lounge or the manager thereof.

Majority stockholder means the person, if any, who owns more than 50 percent of the voting stock of a corporation; if no person owns more than 50 percent of the voting stock of a corporation, the majority stockholder is the person owning more of the voting stock than any other person; and if two or more persons each own the same amount of the voting stock of a corporation and each own more of the voting stock than any other person, then any one of such persons may act as the majority stockholder.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Microbrewery means a manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 15,000 barrels per year.

Mixed drink means any distilled spirits served for consumption on the premises, whether or not diluted by water or any other substance.

Named licensee means the person acting as such for a partnership or corporation pursuant to section 4-26.

Nanobrewery means a manufacturer or producer of malt beverages for wholesale off the premises limited to no more than 2,000 barrels per year.

Package means a bottle, can, keg, barrel, or other original consumer container.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained herein.

Wine and craft beer boutique means an establishment selling Georgia wine products and other fine wines and craft beer under a limited pouring license by the taste, drink, original package or growler for the purposes of promoting tourism in certain designated areas of the city.

Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-2. Penalty.

Any person who violates any provision of this chapter shall upon conviction be punished as provided in section 1-8. Any such punishment, if imposed, shall be in addition to and not in lieu of any license suspension or revocation under this chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-3. Confidentiality of information.

For the purpose of protecting the individual business interests or the person making returns as provided for in sections 4-104 and 4-206, the city licensing authorities shall treat such returns as being of a strictly confidential nature and will not divulge such information unless called for by a court order and/or for city, county, state or federal tax purposes. Any clerks and/or city personnel found guilty of violating such confidence shall be subject to disciplinary action at the discretion of the city manager.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-4—4-24. Reserved.

ARTICLE II. LICENSING

Sec. 4-25. Required, classifications, fee, duration.

- (a) *Required.* It shall be unlawful for any person to sell, offer for sale, or distribute any alcoholic beverages within the city except under a valid license issued under this chapter and in compliance with the provisions of this article.

-
- (b) *Classification, fee.* Classes of licenses issued under this chapter, activities permitted and regulated thereunder, and the annual license fees, shall be as follows:
- (1) *Retail package licenses.*
 - a. Package malt beverage license: retail sale of malt beverages in the original package, \$200.00.
 - b. Package wine license: retail sale of wine in the original package, \$100.00.
 - c. Package distilled spirits; retail sale of distilled spirits in original package, \$5,000.00.
 - (2) *Retail consumption on the premises licenses.*
 - a. Distilled spirits, wine, and malt beverages pouring license, restaurant: retail sale of distilled spirits, wine, and malt beverages by the drink, \$3,500.00.
 - b. Wine and malt beverage pouring license, restaurant: retail sale of wine and malt beverages by the drink, \$500.00.
 - c. Distilled spirits, wine, and malt beverages pouring license, supper club as defined in section 4-203: retail sale of distilled spirits, wine and malt beverages by the drink, \$5,000.00.
 - d. Wine and malt beverage pouring license, supper club as defined in section 4-203: retail sale of wine and malt beverages by the drink, \$3,000.00.
 - e. Distilled spirits, wine and malt beverages pouring license, private club as defined in section 4-204: retail sale of distilled spirits, wine and malt beverages by the drink, \$3,500.00.
 - f. Wine and malt beverage pouring license, private club as defined in section 4-204: retail sale of wine and malt beverages by the drink, \$500.00.
 - g. Ancillary growler license, \$200.00.
 - h. Limited pouring license, wine and craft beer boutique as defined in section 4-205: retail sale of wine and craft beer by the drink, \$500.00.
 - i. License for consumption, hotel as defined in subsection 4-205(2): complimentary beverages by the drink, \$1,000.00.
 - (3) *Wholesale licenses.* Resident wholesale dealer's license, wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer having a place of business in the city, \$5,000.00.
 - (4) *Brewery license:* \$1,000.00.
- (c) *Duration, proration.* All licenses issued under this chapter shall be issued on a calendar-year basis; and all licenses shall expire at 12:00 midnight on December 31 of the year in which they are issued. The license fees set forth in this section shall be prorated on a 12-month basis, so that the license fee for a partial calendar year shall reflect only those months for which the license actually is issued. For example, the fee for a license issued in January shall be the entire annual fee set forth in this section; the fee for a license issued in February shall be 11/12 of said annual fee; the fee for a license issued in March shall be 10/12 of said annual fee; and so on. Notwithstanding the month in which a license is issued, the license shall still expire at the time and date set forth above.
- (d) *Application fees.* Each application for a license under this chapter shall be accompanied by a nonrefundable application fee in the following amount:
- (1) Package malt beverage license, \$100.00.
 - (2) Package wine license, \$100.00.
 - (3) Distilled spirits, wine and malt beverages pouring license, restaurant, \$100.00.

-
- (4) Wine and malt beverage pouring license, restaurant, \$100.00.
 - (5) Distilled spirits, wine and malt beverages pouring license, supper club, \$500.00.
 - (6) Wine and malt beverage pouring license, supper club, \$500.00.
 - (7) Resident wholesale dealer's license, \$500.00.
 - (8) Distilled spirits, wine and malt beverages pouring license, private club, \$500.00.
 - (9) Wine and malt beverage pouring license, private club, \$500.00.
 - (10) Limited pouring license, wine and craft beer boutique, \$100.00.
 - (11) Ancillary growler license, \$100.00.
 - (12) Brewery, \$500.00.
 - (13) Hotel, not for sale to the public, \$500.00.
 - (14) Package distilled spirits license, \$1,000.00.
- (e) *Payment of fees.* Application fees shall be paid at the time the application is filed and shall not be refunded under any circumstances. An applicant may pay the annual license fee at the time that the application is filed; and in such event the annual license fee shall be refunded if the license applied for is not issued. If the annual license fee is not paid at the time of application, the annual license fee shall be paid prior to the issuance of the license by the mayor and council and no later than 14 days after notification of approval of the license by the mayor and council.
- (f) For any new license granted hereunder prior to June 30 of each year, the licensee shall pay the full annual license fee.
- (g) For any new license granted hereunder after July 1 of each year, the license fee shall be reduced by one-half.
- (Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-26. Procedure for issuance.

- (a) A license issued to an individual under this article shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners or a designated manager of the premises who shall be named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery) shall be issued in the name of the corporation and in the name of the designated manager of the premises who shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the designated manager of the premises who shall be the named licensee.
- (b) In the case of a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery), officer or designated manager of the corporation shall join as applicants for the license; and each such person must meet the qualifications of an individual licensee, as provided in section 4-27 except for the residency requirement which shall be required only for the named licensee.
- (c) In the case of a corporation having as its principal business an activity other than the sale of alcoholic beverages, the officer or designated manager who is to be the named licensee shall be the applicant and must meet the qualifications of an individual licensee, as provided in section 4-27, provided, however, that the mayor and council may require the fingerprinting and investigation of officers and shareholders of the corporation if it deems it necessary in making its investigation.

-
- (d) In the case of a partnership, each partner shall be responsible for the actions of the named licensee and the conduct of the licensed business. In the case of a corporation, the corporation shall be responsible for the actions of the named licensee and the conduct of the licensed business.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-27. Qualifications.

- (a) A licensee must be at least 21 years of age, of good moral character and a citizen of the United States.
- (b) A licensee shall not have been convicted of any felony, any misdemeanor involving moral turpitude, or any criminal offense related to gambling, payment of taxes, sale of alcoholic beverages, DUI, or violation of the Georgia Controlled Substances Act within the past ten years. A licensee shall not have been convicted of any other misdemeanor or violation of a city ordinance, excluding minor traffic offenses, within the past six years. This subsection shall apply with respect to the laws of this state, other states, the United States, and other countries. A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. The mayor and council may, at its discretion, waive the conviction of a misdemeanor for purposes of this subsection if the mayor and council determine that the misdemeanor does not have a bearing on the applicant's fitness for a license.
- (c) A licensee shall not have been denied or had revoked, within the seven years preceding his application, any license to sell alcoholic beverages issued by any governmental entity.
- (d) A licensee shall be the owner of the premises to be licensed or the holder of a lease thereon for substantially the same period to be covered by the license.
- (e) Any person having two convictions for selling alcohol to a minor within a three-year period shall not be eligible for a license.
- (f) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant who does not meet the requirements of a private club, restaurant, supper club, brewery, hotel or wine and craft beer boutique.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-28. Application.

- (a) Forms, contents. All applications for licenses shall be made upon application forms provided by the mayor and council. All applications shall contain a full and complete and sworn and notarized statement by each applicant of all material facts relevant to the requirements of this chapter. Each applicant and any corporate officers or shareholders otherwise required to be fingerprinted shall submit themselves to the police department, where a complete set of fingerprints shall be taken. Each application shall include, in addition to all other application fees, a certified check or money order in the amount charged by the state bureau of investigation made payable to the state bureau of investigation to cover the cost of fingerprinting analysis and investigation.
- (b) Each applicant authorizes the city and its agents to secure from any court, law enforcement agency, or other public agency his criminal and civil history and to use such information in determining whether the license applied for shall be issued. Each applicant further authorizes the city and its agents to use such information in any public hearing with respect to the license applied for, either before or after the issuance of the license. Each applicant waives any right which he would otherwise have to preclude the city or its agents from obtaining and using such information; and each applicant further waives any liability of the city or its agents from obtaining and using such information.

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- (c) Each application shall be accompanied by:
- (1) In the case of a partnership, a copy of the partnership agreement;
 - (2) In the case of a corporation, a copy of the articles of incorporation; and
 - (3) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of section 4-70.
 - (4) In the case of a license for the retail sale of distilled spirits by the package, a verified statement that the applicant is not related by blood or marriage to another _____ for distilled spirits package sales or that is not a corporation or partnership affiliated with the holder of a distilled spirits package license.
- (d) When a license application is for premises not yet constructed or not yet completed, a license may be issued if the application includes the plans for the premises and a surveyor's stamped certificate clearly showing that the premises will, when completed, meet all applicable requirements of section 4-70.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-29. Investigation; hearing.

- (a) A copy of each application for a license under this article shall be referred within two business days after filing to the police department. The police department shall make a thorough investigation concerning any applicants hereunder if individuals, and the officers and the designated agent or manager, if the applicant is a corporation, and shall submit the results of the investigation promptly to the mayor and council.
- (b) No application for an original license shall be considered by the city manager until after a public hearing has been held thereon by the mayor and council, after notice as provided in subsections (c) and (d) of this section.
- (c) The applicant for an original license shall, at his own expense, post on the premises to be licensed a notice. The notice shall be posted for at least 15 days prior to the date of the hearing.
- (1) The notice shall be on a board or metal sign having a surface of not less than 12 square feet.
 - (2) The sign shall include the following:
 - a. That an application for a license to sell alcoholic beverages on the premises has been filed with the city;
 - b. The type of license applied for;
 - c. The time and place of the public hearing to be held on such license application;
 - d. The name of the proposed licensee; and
 - e. The name and telephone number of the city staff member where additional information may be obtained.
 - (3) Such sign shall be placed at least three feet above the ground and facing the most traveled street.
- (d) The applicant for an original license shall at his own expense publish in the official legal organ of the county at least 15 days prior to the hearing, a notice containing the same information as required in the posted notice under subsection (c) of this section. This notice shall be printed in letters no smaller than ten-point capital and lower case with at least a one-inch, two-column arrangement.

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- (e) Prior to the date of the hearing, the applicant shall furnish to the mayor and council a copy of the advertisement required by subsection (d) of this section and a sworn statement of the size of, location of, and information on the sign required by subsection (c) of this section.
 - (f) The mayor and council may require additional investigations, reports and information from city departments and other public agencies as may be deemed necessary to evaluate compliance with the provisions of this article.
 - (g) Following the filing of a complete application, the submission of the police department's report and any other reports deemed necessary by the mayor and council, the notice and advertisement required by sections (c) and (d) of this section, and the public hearing required by subsection (b) of this section, the mayor and council shall act on the application after considering the standards and guidelines set forth in section 4-38.
 - (h) Any applicant aggrieved by the decision of the mayor and council regarding a license application may request that the mayor and council reconsider its decision after another hearing in which the applicant shall have the opportunity to present evidence and cross examine opposing witnesses. Such request for reconsideration must be in writing and must be made within 30 days of the date of the decision prompting such request.
 - (i) Any person making a false statement in any application for a license, or false statement in connection with renewal thereof, shall be guilty of an offense and punished as provided by state law relating to false swearing; and further, a license if previously granted or renewed, may be revoked for the violation. It shall be an offense for any person to give other than the true and correct legal name of the intended licensee; and a conviction for violation thereof shall be punished as provided for in this chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-30. Renewals.

- (a) Except as otherwise provided in this chapter, applications for renewal of licenses shall be made and considered in the same manner as applications for original licenses.
- (b) No fingerprints shall be required in the case of an application for renewals.
- (c) No posting of premises and publication of notice by the applicant shall be required in the case of an application for renewal.
- (d) An application for renewal may, if such is the case, be in the form of a sworn and notarized statement by the named licensee, on a form provided by the city manager, stating that there have been no changes in any of the information contained in the original application. If there have been any such changes, the application for renewal shall be in the same form as an original application.
- (e) An application for renewal shall be filed during the month of October. If an existing licensee fails to file for renewal during the month of October, then the licensee shall be required to make application as for an original license. Existing licensees whose renewal application is filed in October as required in this subsection and approved by the mayor and council, shall pay the appropriate licensing fee required by this chapter on or before January 1 of the year for which the renewal license has been approved.
- (f) In making a determination regarding the renewal of a license, the mayor and council shall consider the standards and guidelines set forth in section 4-38.
- (g) At the discretion of the mayor and council, a public hearing may be required for the renewal of a license if written objections are filed thereto with the city manager at least 15 days before the end of the renewal period. If any such objection is filed, a public hearing shall be held. Prior to such hearing, the city shall publish at public expense a notice in substantially the same form and manner required under section 4-29(d). The

applicant shall be given written notice of any objection which is filed and such notice shall be served within 48 hours of the filing of the objection by personal service by a city police officer or by registered or certified mail to the named licensee at the licensed premises. In the circumstances referred to in this subsection, the license under which renewal was applied for shall continue to be valid until the mayor and council acts on the application for renewal if the applicant deposits the amount of the annual license fee for the renewal with the mayor and council, not later than five days after being notified of the filing of the objection.

- (h) An applicant for renewal whose application is denied may request reconsideration as provided for in subsection 4-29(h).

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-31. Transfer.

- (a) Except as provided in this section, no license issued under this article shall be transferable to any other person or location.
- (b) If a licensee seeks to move his place of business from the licensee's premises to another place within the city, application shall be made as for a original license.
- (c) In the case of death of an owner of a license or financial interest therein, such license or interest therein may be transferred to the administrator, executor, or adult heir of the deceased unless the mayor and council determines that it would otherwise violate this chapter. If the transferee cannot meet all requirements of this chapter, when the time comes to renew the license, it shall not be renewed.
- (d) Nothing in this section shall prohibit one or more partners in a partnership from retiring therefrom in favor of one or more of the other partners; provided such withdrawal shall not, without application for an issuance of a new license, introduce any new partner or result in any new person acquiring an interest in © licensed business.
- (e) Where a license is issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages, a change in the named licensee may be permitted by the mayor and council if the new named licensee meets the requirements of new license applicants. If a designated manager of a licensed premises terminates employment, then the corporation or partnership licensee must submit an application for a new designated manager to be the named licensee within seven days of the termination.
- (f) In the circumstance©escribed© subsections (c), (d), and (e) of this section, the license may be revoked if the mayor and council determine that the change results in a failure to meet the requirements of this chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-32. Change in business ownership.

- (a) If any licensee withdraws from, sells, or otherwise transfers the licensee's interest in the licensed business, the licensee shall immediately notify the city manager and surrender the license.
- (b) In the case of such a withdrawal, transfer, or sale, a new application shall be made as for an original license.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-33. Temporary licenses.

- (a) A temporary license may be issued by the city manager if in his judgment, the denial of a temporary license would create an undue hardship such as the closing of an existing business or a delay in the opening of a new business.
- (b) A temporary license may be revoked, with or without cause, by the city manager at any time, and the grant or denial of a temporary license shall not affect or have any bearing upon the grant or denial of a permanent license.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-34. Suspension, revocation.

- (a) The violation of any of the provisions of this chapter shall be grounds for suspension or revocation of any retail or wholesale license issued hereunder.
- (b) Notwithstanding final disposition of a case by any court of competent jurisdiction, a license may be suspended or revoked by the mayor and city council for any violation of this and/or another chapter, for any violation of state or federal law, for any material misrepresentation or omission in the application for the license, or if the licensee or the licensed business ceases to meet the eligibil© requirements for licensure.
- (c) The city manager is authorized to suspend the sale of alcoholic beverages under any license for any emergency situation that the city manager deems such suspension necessary for the protection of the public health, safety, or welfare. Such suspension may be made effective immediately and may remain in force until the city manager determines that the emergency is over or until the next meeting of the mayor and city council, at which time the suspension shall cease unless it is extended by the mayor and city council.
- (d) Prior to suspending or revoking a license, except as noted in©ergency situations in subsection (c) of this section, the mayor and city council shall give at least five days prior written notice to the licensee of the time, place, and purpose of the hearing at which such suspension or revocation will be considered. Service of such notice shall be perfected by personal service at the licensed premises on the named licensee or an employee of the licensee by a city police officer; or, if personal service may not be so effected, by tacking a copy of the notice to the door of the licensed premises and mailing the original to the named licensee at the licensed premises with a copy mailed to any other address of the named licensee contained in the most recent license application on file with the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-35. Automatic revocation.

A license issued under this article shall be automatically revoked by operation of law if:

- (1) The licensee's state alcoholic beverage license is revoked;
- (2) Payment of the annual license fee is not received by the city within 14 days after notification that the issuance of a license has been approved by the mayor and council;
- (3) Operation of the licensed activity is not commenced within six months after the license is issued;
- (4) Operation of the licensed activity is commenced and then discontinued for a period of 30 days unless extended by the mayor and council for good cause;

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- (5) The licensed business declares bankruptcy or receivership, is the subject of levy or legal process, or fails to properly account for, file, report and pay any excise tax levied under this chapter;
 - (6) The licensed business fails to properly account for, file, report and maintain any records or remit any license fee imposed or taxes required under this chapter;
 - (7) Payment of the annual renewal license fee is not received by the city within the time prescribed in section 4-30;
 - (8) The named licensee is convicted of a felony by a court of competent jurisdiction.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-36. Wholesale licenses required.

Any wholesale dealer in alcoholic beverages who is licensed by the state and who has a place of business in the city shall procure a license under the same provisions applicable to retail licensees.

(Ord. No. 0-07-2020 , 8-11-2020)

State law reference(s)—Permit or license from governing authority required for wholesale or retail sales of alcoholic beverages, due process guidelines; fingerprints, O.C.G.A. § 3-3-1(a).

Sec. 4-37. Special use permit.

A licensed establishment may request a special use permit for the vending and consumption of alcoholic beverages for outdoor events. A special use permit may only be approved for the licensed premises. Special use permits shall be granted upon approval of the mayor and council after considering the standards and guidelines set forth in section 4-38.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-38. Temporary permit for special event sales.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City council approval means a majority vote of a quorum of the city council at a duly scheduled or called meeting.

Special event means an event approved and sanctioned by the city occurring on city or public property, or an event in which the city's personnel oversees such event.

Structure means an area that can be contained by a secured, contiguous structure including walls, sturdy fencing or other similar approved structures. The structure must be approved by the chief of police or his designee.

- (b) Any entity maintaining an alcohol beverage license in good standing with the state may obtain a temporary special event permit for the sale of beer and/or wine at a city special event under the following terms and conditions:
 - (1) Such applicant must complete in a timely manner, the respective application and submit the fee of \$250.00. The applicant shall submit a plan or rendering, and detailed procedures in compliance with subsection (b)(3) of this section. The city manager shall review such application and make recommendations to the city council.

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- (2) The application must be duly approved by the city council after considering the standards and guidelines set forth herein and in section 4-39.
 - (3) The area in which sales and consumption are to occur must be enclosed by some structure providing the public ingress/egress through only one main entrance. When safety considerations and/or effective traffic circulation issues exist, more than one but no more than three entrance/exits may be allowed in certain circumstances as approved by the chief of police or his designee. No individual shall be permitted to leave this confined area with an open drink. The applicant must provide its own staff and procedures to ensure compliance with this section.
 - (4) Notwithstanding the provisions of subsections (b)(1) through (3) of this section, nothing in this section shall relieve applicants from complying with all other provisions of this chapter and state law.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-39. Standards and guidelines for granting or denying licenses.

In addition to all other requirements stated in this chapter, the mayor and council shall consider the following standards and guidelines in reaching its decision on whether to grant or deny an application for an alcoholic beverage license:

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the neighborhood is predominantly residential, industrial or business;
- (2) The proximity of churches, schools, college campuses, housing authority properties, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein, as required by section 4-70;
- (3) The proximity of hospitals, public libraries, children's centers, public parks and playgrounds, and private residences;
- (4) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons;
- (5) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom;
- (6) The criminal record, general good character and reputation, and financial responsibility of the applicant and manager of the premises, provided that nonpayment of federal, state, county or municipal taxes shall be prima facie evidence of lack of financial responsibility;
- (7) The report of the police department on its investigation as required by section 4-29, and any other reports that may be required by the mayor and council;
- (8) Whether the applicant has satisfied all requirements pertaining to the application process and all requirements as to notice and advertisement;
- (9) Consideration of the health, safety, and welfare of the citizens and preservation of surrounding neighborhoods, with reference to such factors as light, noise, pollution, traffic and loitering;
- (10) The number of licenses already granted for similar businesses within the city limits and in the trading area of the location for which a license is sought;
- (11) The history or reputation of the location for criminal activity, including but not limited to prostitution or other sex offenses, crimes of violence, gambling, and illegal dealing in alcoholic beverages or drugs; and

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- (12) Any circumstance that may cause minors to frequent the immediate area, even if the location meets the distance requirements set forth in this chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-40. Decisions.

All decisions approving, denying, suspending, or revoking the license required by this chapter shall be in writing, with the reasons therefor stated, and shall be mailed or delivered to the applicant.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-41—4-68. Reserved.

ARTICLE III. LOCATION AND ZONING

Sec. 4-69. Zoning restriction.

- (a) No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a nonresidential zoning district subject to the specific limitation of the respective districts.
- (b) No license shall be granted under this chapter for a brewery unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in an LI zoning district subject to the specific limitations of the respective districts.
- (c) No license shall be granted under this chapter for a nanobrewery or a microbrewery unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in a CBD, CMU, C1, or C2 zoning district subject to the specific limitations of the respective districts.

(Ord. No. 0-07-2020 , 8-11-2020; Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-70. Proximity restrictions.

- (a) No premises shall be licensed under this chapter whose location is within the following distances:
 - (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.
 - (2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.
 - (3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the state or any county or municipal government therein.
 - (4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property. For this subsection, the term "housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created by O.C.G.A. § 8-3-1.

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- (5) For the sale of package distilled spirits within 1000 feet of any other holder of a package distilled spirits license unless the Council chooses to waive the proximity restriction at the time of initial issuance of licenses as outlined in this ordinance.
- (b) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling, the measurement for which shall be by direct measurement from property line, using the closest property lines of the parcels of land involved (the term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit); provided, however, that this prohibition shall not apply with respect to such a private dwelling which is located in a zoning district in which alcoholic beverage outlets are authorized or in the downtown overlay district.
- (c) For the purpose of this section, distances shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
- (1) From the front door of the structure from which alcoholic beverages are sold or proposed to be sold;
 - (2) In a straight line to the nearest public sidewalk, street, road, or highway;
 - (3) Along such public sidewalk, walkway, street, road, or highway by the nearest route; and
 - (4) To the front door of the school, church, or alcoholic treatment building or to the nearest portion of the school grounds, college campus, or housing authority property, whichever is applicable under this chapter.
- (d) No license shall be revoked and no application for a license or renewal shall be denied by any reason of the method of measurement set out in this subsection, if such license or license application or renewal application is for premises for which a license was granted prior to the enactment of this chapter in reliance on other methods of measurement or prior to establishment of churches, schools or alcohol treatment center.

(Ord. No. 0-07-2020 , 8-11-2020; Ord. No. 0-11-2020 , 10-13-2020)

State law reference(s)—Sales of alcoholic beverages near churches, schools or college campus, O.C.G.A. § 3-3-21.

Sec. 4-71. Sale, service in public places.

It shall be unlawful for any person to sell or serve any alcoholic beverage in a street, alley, or parking lot commonly used by the public or in any other public place or on public property except as otherwise provided herein.

(Ord. No. 0-07-2020 , 8-11-2020; Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-72. Open containers provisions.

The purpose of this section is intended to set forth certain exceptions and provisions applicable only to licensees whose establishments:

- (1) Are located within an approved entertainment district.
- (2) Possess a license to sell alcoholic beverages for consumption on the premises.

Except as specifically set forth in this section, all such licensees will remain subject to all other provisions of the city's alcoholic beverages ordinance.

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-73. Establishment of downtown entertainment district boundaries.

- (a) *District.* The downtown entertainment district is limited to the outdoor public right-of-way of Temple Street, between North Carroll Road and North Avenue, and along Main Street from North Candler Avenue to North Avenue.
- (b) *Extension.* The downtown entertainment district may be extended to include the Mill Amphitheater in association with city-sanctioned concerts, fairs, and events, with the express approval of the mayor and city council.



(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-74. Outside consumption of alcoholic beverages permitted.

- (a) *Container.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in their possession on the public streets and sidewalks, plazas, in parks and/or any other public place within an entertainment district any open alcoholic beverage container, which exceeds 16 fluid ounces in size. Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises which is located within an approved entertainment district is authorized to dispense alcoholic beverages in a clear plastic cup for removal from the premises.
- (b) *Promotional containers for entertainment district consumption.* The city may authorize a refillable and reusable promotional cup bearing the names and/or logos of participating alcohol vending establishments located within the entertainment district boundaries.
- (c) *Drinking from can, bottle, or glass prohibited.* Except as specifically set forth in sections 4-72 through 4-75 herein with respect to a clear plastic cup, it shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, glass, cup, or container, on the public streets, sidewalks, plazas, rights-of-way, and public or private parking lots within the city.
- (d) *Purchase from licensed premises within an approved entertainment district allowed off premises.* Alcoholic beverages purchased in accordance with this chapter may be consumed in the approved entertainment district except as prohibited in this section. Alcoholic beverages consumed pursuant to this provision must be purchased from a licensed establishment authorized to sell alcoholic beverages for consumption on the premises within the approved entertainment district. Licensed establishments shall only be permitted to serve from their approved premises as approved on their alcohol license and shall not serve from temporary locations upon the premises unless specifically allowed by issuance of a special event permit in accordance with subsections 8.03(4) and 11.17 of the city zoning ordinance.
- (e) *Consumption limited to certain areas in entertainment district.* No alcoholic beverage purchased pursuant to this provision may be consumed outside the boundary of the approved entertainment district unless specifically allowed by issuance of a special event permit in accordance with subsections 8.03(4) and 11.17 of the city zoning ordinance.
- (f) *Regulated hours.* After 2:00 a.m., mirroring state law, consumption on premises licensees shall discontinue the sale of alcoholic beverages within clear plastic cups and shall not allow alcoholic beverages to be removed from their licensed premises.

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-75. Signage.

Any licensed establishment that allows patrons to leave an establishment with an alcoholic beverage as regulated herein shall have an 11-inch by eight and one-half inch sign posted at the door for public view whereas a patron exiting the establishment can read the following:

"All patrons leaving this establishment with an alcoholic beverage do hereby take full responsibility to only consume an alcoholic beverage served in a clear plastic cup not to exceed 16 ounces in size and obtained by an establishment licensed to sell alcoholic beverages in the entertainment district boundary outlined on the map below. Any individual that leaves the permitted area with an alcoholic beverage in an open container is in violation of City Code and may be subject to a citation and/or fine."

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-76. Regulation of security at alcoholic beverage establishments and special events.

The owner and/or manager of any alcoholic beverage establishment and the organizer and/or manager of any special event, who chooses to employ security at his or her establishment or special event during hours of operation, shall meet and adhere to all of the following requirements:

- (1) If the owner and/or manager of any alcoholic beverage establishment and the organizer and/or manager of any special event contracts with a private security business, any such private security business must be properly registered with and licensed by both the state and the city and meet and adhere to all standards and requirements set forth in the Georgia Private Detective and Security Agencies Act, O.C.G.A. § 43-38-1, et seq.
- (2) If the owner and/or manager of any alcoholic beverage establishment and the organizer and/or manager of any special event provides in-house security, said owner, organizer, and/or manager assumes full liability and responsibility for the security personnel, as they will be considered employees of the establishment or special event.
- (3) Any alcohol establishment within the entertainment district that employs armed private security guard must do so in accordance with O.C.G.A § 43-38-10 or hire a security agency licensed in accordance with O.C.G.A. § 43-38-1, et seq.
- (4) All security personnel working at an alcoholic beverage establishment or special event shall be uniform in appearance with one another and in a way that distinguishes them from other nonsecurity personnel or employees. Uniforms must meet the following requirements:
- (5) The uniform must clearly identify the employee as either "In-House Security" preceded by the establishment's or special event's name, or if outside security personnel are used, "Security" preceded by the private security company name.
- (6) The uniforms cannot resemble those worn by city police officers.
- (7) No black in color security shirts are permitted. Shirts must be either green, yellow, or white with either white or black lettering.
- (8) For special events involving city-owned property or city-controlled rights-of-way, including public road closures, a special event permit may be issued only after an adequate plan for crowd and traffic control, as well as security has been presented, and, when deemed necessary, employment of off-duty, uniformed city police officer(s) shall be utilized. If city police officer(s) are not available, as confirmed in writing by the city police chief, then the city police department will select an officer from a different agency, or a non-agency P.O.S.T. certified officer that has already been approved by the city.

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-77. No abrogation of other laws.

The provisions of this article shall not be deemed to abrogate or otherwise impact any state law or local ordinance pertaining to public drunkenness, disorderly conduct, driving with an open container or under the influence of alcohol, or similar laws.

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-78. Ancillary tastings permitted.

The holder of a retail sales license, other than for distilled spirits, shall be eligible for an ancillary tasting license to provide samples of malt beverages and/or wine offered for sale to customers under the conditions set forth in this chapter. No location where distilled spirits are sold shall be eligible for an ancillary tasting license.

Tastings shall be limited to malt beverages and wines only. Tastings shall be on limited occasions either when a customer requests a sample of a malt beverage or wine offered for sale within the premises or in conjunction with sampling designed to promote malt beverage or wine appreciation and education.

Tastings of malt beverages or wine shall be limited to one consecutive two-hour period in any one day. Tastings shall not exceed two ounces for wine, or five ounces for malt beverages.

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-79. Serving limitations.

Malt beverages and/or wine products used in conjunction with tasting shall be opened and poured by the licensee or a person who has obtained a manager's permit as specified in chapter 4, article II of this Code.

No open containers of malt beverages and/or wine shall be removed from the licensed premises.

Tastings are permitted on the licensed premises only as specified in chapter 4, article IV of this Code.

(Ord. No. 0-11-2020 , 10-13-2020)

Sec. 4-80. Additional fee required.

The annual fee for an ancillary tasting license shall be published in the adopted city fee schedule.

(Ord. No. 0-11-2020 , 10-13-2020)

Secs. 4-81—4-100. Reserved.***ARTICLE IV. SALES******DIVISION 1. GENERALLY*****Sec. 4-101. Responsibility of named licensee.**

The named licensee shall be active in the operation of the licensed business and shall be personally present on the licensed premises sufficiently to assure compliance with the provisions of this chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-102. Rental paid restricted.

- (a) Except as otherwise provided in this section, it shall be unlawful for a licensee to enter into any agreement whereby the rental paid for licensed premises is based in whole or in part on the volume of sales of alcoholic

beverages by the licensed business or whereby the lessor otherwise shares in the profits or receipts from the licensed business' sale of alcoholic beverages.

- (b) Subsection (a) of this section shall not apply where the primary business of a package licensee is an activity other than the package sale of alcoholic beverages, for example, a grocery store selling package beer and wine.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-103. Display of license.

Each license issued under this chapter shall at all times be kept plainly exposed to view upon the licensed premises.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-104. Retention of records; filing reports.

- (a) All consumption-on-the-premises licensees shall keep and preserve records of all alcoholic beverages purchased and sold by the licensee and shall keep and preserve records of all food and nonalcoholic beverages purchased and sold by them. Such records shall at all times be open for inspection by an authorized agent of the city. Such records shall be maintained for a period of at least three years, provided that the mayor and council may authorize the disposal of records prior to the expiration of three years if the maintenance of such records is no longer required by the city.
- (b) All consumption-on-the-premises licensees shall file with the city manager the following reports at the time and in the form prescribed by the city manager:
- (1) Monthly on-premises consumption report.
 - (2) A certified copy of the licensee's monthly state sales tax report as filed with the state department of revenue for the period coinciding with on-premises consumption report.
 - (3) Any other documents, reports, records or books as shall be required by the city manager.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-105. Knowledge of chapter provisions.

Every licensee under this chapter shall, prior to applying for a license, read and familiarize himself with the provisions of this chapter, and an application shall constitute a certification by the applicant that he has done so. Every licensee shall maintain a copy of this chapter on the licensed premises and shall instruct each employee engaged in the sale or handling of alcoholic beverages concerning the relevant provisions of the chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-106. Sales to underage persons prohibited.

- (a) Except as otherwise provided in this section:
- (1) No person, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age.
 - (2) No person under 21 years of age shall purchase or possess any alcoholic beverage.

(Supp. No. 8)

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- (3) No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining unlawfully any alcoholic beverage.
 - (4) No person shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.
 - (5) No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.
- (b) The prohibitions contained in subsections (a)(1), (2), and (4) of this section shall not apply to the following with respect to the sale, purchase, or possession of alcoholic beverages for consumption:
- (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony;
 - (3) When the parent or guardian of the person under 21 years of age gives the alcoholic beverage to the person under 21 years of age and when possession is in the home of the parent or guardian and such parent or guardian is present.
- (c) The prohibition contained in subsection (a)(1) of this section shall not apply with respect to the sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and includes, without being limited to, a passport, military identification, driver's license, or an identification card authorized under O.C.G.A. §§ 40-5-100—40-5-104. The term "proper identification" shall not include a birth certificate identification.
- (d) This section shall not prohibit employment of a person less than 21 years of age in licensed premises if such employment is lawful under section 4-134.
- (e) In any case where a reasonable or prudent person could reasonably be in doubt as to whether or not the person to whom an alcoholic beverage is to be sold or otherwise furnished actually is 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such alcoholic beverage to request to see and be furnished with proper identification as provided in subsection (c) of this section in order to verify the age of such person; and the failure to make such request and verification in any case where the person to whom the alcoholic beverage is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (a)(1) of this section.
- (f) In any case where a person selling or otherwise furnishing alcoholic beverages checks for a proper identification, such person shall carefully inspect such identification. If a reasonable and prudent person could determine that such identification has been altered and if such person sells or otherwise furnishes alcoholic beverages to the holder of such altered identification, then such may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (a)(1) of this section.

(Ord. No. 0-07-2020 , 8-11-2020)

State law reference(s)—Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by persons under 21 years of age in the course of employment, seller's duty to request proper identification, O.C.G.A. § 3-3-23.

Sec. 4-107. Sales permitted.

- (a) No licensee shall permit the sale or distribution of alcoholic beverages on any day or at any time when such sales are prohibited by state law.
- (b) Licensees may permit the sale of retail package malt beverages and wine during the following hours:
 - (1) Monday—Saturday: 7:00 a.m.—1:30 a.m.
 - (2) Sunday: 12:30 p.m.—midnight.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-108. Sales to intoxicated persons; gambling; disorderly conduct.

- (a) No licensee shall permit the sale or distribution of alcoholic beverages to any person who is in a state of noticeable intoxication or allow persons who are noticeably intoxicated to congregate on licensed premises.
- (b) No licensee shall permit any gambling, betting, illegal lottery, or other device for the hazarding of any money or other thing of value on the licensed premises, except that this prohibition shall not apply with respect to a properly licensed bingo game.
- (c) No licensee shall permit on the licensed premises any disorderly conduct, breach of the peace, or noise or activity which is disturbing to the surrounding neighborhood.
- (d) Adult entertainment.
 - (1) No holder of a license for the sale or distribution of alcoholic beverages issued pursuant to this article shall knowingly allow any performance or entertainment or act on the licensed premises which, when applied to contemporary community standards, the dominant theme taken as a whole appeals to the prurient interests or is licentious or obscene.
 - (2) It shall be prohibited to permit on the premises so licensed any contest or form of entertainment which consists of the wetting or soaking of the upper torso of a female or the pelvic area of a male or female.
 - (3) No retail licensee for on-premises consumption shall cause, suffer or permit any person to appear on its licensed premises in such manner or attire as to expose to view any portion of the pubic area, anus, vulva or genitals, or any simulation thereof, nor shall cause, suffer or permit any person to appear on its licensed premises in any such manner or attire as to expose to view any portion of the breast below the top of the areola, or any simulation thereof.

(Ord. No. 0-07-2020 , 8-11-2020)

State law reference(s)—Sale of alcoholic beverages to intoxicated persons, O.C.G.A. § 3-3-22; restriction on enforcement of local ordinances relating to drinking, being a common drunkard or being found in an intoxicated condition, O.C.G.A. § 37-8-11.

Sec. 4-109. Containers, storage, illumination.

- (a) Alcoholic beverages shall be delivered to and received at licensed premises only in the original container and only in a conveyance owned and operated by a licensed wholesale dealer (or a licensed common carrier acting for a wholesaler). Alcoholic beverages shall be sold at retail only on the licensed premises.
- (b) A retail licensee shall store alcoholic beverages only on the licensed premises and at no other place. All stock shall be available at all times for inspection by any authorized agent of the city. Any alcoholic beverages

found in any retail licensee's stock which were not received from a wholesaler licensed to make deliveries in the city shall be subject to immediate confiscation.

- (c) The exterior of each building in which alcoholic beverages are sold for consumption on the premises shall contain sufficient lighting so that all sides of the building and all entrances thereto are clearly visible at all times.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-110. Cleanliness of premises; inspections.

All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with all regulations governing the condition of premises used for the storage and sale of food for human consumption. All licensed premises shall be open at all times for inspection by authorized agents of the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-111—4-133. Reserved.

DIVISION 2. SALES TO AND BY UNDERAGE PERSONS

Sec. 4-134. Prohibited employment, exceptions.

- (a) Except as provided in subsection (d) of this section, no wholesale dealer or package licensee shall allow any employee under the age of 18 years to dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (b) No consumption-on-the-premises licensee shall allow any employee under the age of 18 years to dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (c) This section shall not prohibit the employment of persons under the above ages on licensed premises where such persons do not dispense, sell, serve, take orders for, or handle alcoholic beverages.
- (d) This section shall not prohibit persons 16 years of age or older from selling or handling alcoholic beverages in grocery stores or supermarkets. For purposes of this subsection, the term "grocery stores" or "supermarkets" shall include convenience stores.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-135. Activity in grocery stores.

For the purposes of this article, the bagging or carrying out of wine or malt beverages in the original package in the course of employment by a grocery store, convenience store or similar establishment shall not constitute handling of alcoholic beverages.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-136—4-153. Reserved.

ARTICLE V. EMPLOYEE IDENTIFICATION CARDS

Sec. 4-154. Required; issuance; revocation.

- (a) An employee identification card shall be required for any employee of a consumption-on-the-premises licensee who handles alcoholic beverages on the licensed premises or for any employee filling a growler, handling a growler, or offering growler samples.
- (b) Any person required to obtain an employee identification card shall apply to the city police department for such a card, which card when issued shall be valid for a period of two years and shall be renewed on or before its expiration. A fee of \$10.00 shall be paid with each card application. Persons applying for cards shall make themselves available for photographing, fingerprinting, and such other investigation as may be required by the police department. The police department may provisionally grant an employee identification card to a person applying for a card, pending investigation and report.
- (c) Where such report, when received, is unfavorable, the chief of police may revoke the card and demand its return.
- (d) The chief of police may revoke an employee identification card and demand its return where the employee violates the provisions of this chapter or becomes one who adversely affects the public health, safety, or welfare.
- (e) It shall be unlawful for an employee whose employee identification card has been revoked and upon whom demand for return of the card has been made to refuse to return the card or to alter, conceal, deface, or destroy the card.
- (f) When a person applies for an employee identification card, the chief of police or his designee shall have a complete and extensive search made to determine if there is a police record of such person. The conviction of a felony within the past ten years, a second conviction of an alcohol-related misdemeanor, or a record of other conduct prohibited by this chapter, or evidence that the person's employment would adversely affect the public health, safety, or welfare shall preclude issuance of an identification card.
- (g) A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this section.
- (h) A new search may be conducted on any person issued an employee identification card if the chief of police receives information which warrants such a new search. If the new search reveals evidence that warrants revocation of the card, the card may be revoked.
- (i) When any employee identification card is denied or revoked, the chief of police shall issue to the applicant or card holder a letter stating that the person does not meet the requirements of this chapter.
- (j) All employees required to obtain an employee identification card shall be required to display same in a manner readily visible to customers and authorized agents of the city at all times while on duty status at the premises of his employer, including breaks. For purposes of this section the term "break" shall include all temporary relief from duty status during the employee's work period. No employee required to obtain an employee identification card shall display same at any time except on duty status at the premises of his employer.
- (k) Employees of licensees in good standing on the effective date of the ordinance from which this article was derived who will be required to obtain an employee identification card shall be issued such a card without charge or investigation as required by this section. The card shall be valid for a period of two years and shall be renewed on or before its expiration.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-155. Continuation of existing cards.

All licensees for consumption on the premises in good standing on the effective date of the ordinance from which this article was derived shall submit to the police department a list of the names, addresses and telephone numbers of present employees who will be involved in selling, serving, taking orders for or handling alcoholic beverages and therefore requiring an employee identification card.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-156. Employees restricted.

No licensee shall knowingly employ on any licensed premises, in any capacity whatsoever, any person who has been convicted within the preceding ten years of any crime involving moral turpitude.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-157—4-180. Reserved.***ARTICLE VI. BREAKING PACKAGE OR DRINKING ON PREMISES²*****Sec. 4-181. Prohibited.**

It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of alcoholic beverages by the package.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-182—4-200. Reserved.***ARTICLE VII. CONSUMPTION ON THE PREMISES*****Sec. 4-201. Eligibility for license—Restricted.**

Any type consumption-on-the-premises license may be granted only to a restaurant, as defined under section 4-202; a supper club as defined under section 4-203; a private club, as defined under section 4-204; a wine and craft beer boutique as defined under section 4-205; a farm winery as defined under section 4-215; a brewery as defined under section 4-205.1; and a hotel as defined under section 4-205.2.

(Ord. No. 0-07-2020 , 8-11-2020)

²State law reference(s)—Breaking of packages or drinking of contents on premises prohibited, O.C.G.A. § 3-3-26.

Sec. 4-202. Eligibility for license—Restaurant.

In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a restaurant shall be defined as follows:

- (1) Be used and held out to the public as a place where meals prepared on the premises are regularly served to the public for adequate pay each day the establishment is open for business;
- (2) Contain one or more public dining rooms, with adequate and sanitary kitchen facilities and staff to prepare, cook and serve suitable food for its guests;
- (3) Have staff available to serve meals prepared on the premises during any time the establishment is open for business;
- (4) Have a valid county health department food service permit and any other applicable local, state or federal permits, licenses, etc., required for food service establishments;
- (5) Have at least 50 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises; and for this purpose, if a restaurant makes a minimum charge, cover charge, or admission charge, or any other nonfood or nonalcoholic beverage charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;
- (6) Have a permanent seating capacity, at tables, not counting bar stools, of at least 50 persons;
- (7) Provide live entertainment, including, but not limited to, bands, orchestras, singers, dancers, actors, performers, musicians or related live entertainment no more than two days in any week.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-203. Eligibility for license—Supper clubs.

In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a supper club shall be defined as follows:

- (1) Be used and held out to the public as a place where meals prepared on the premises are regularly served to the public for adequate pay each day the establishment is open for business;
- (2) Have adequate and sanitary kitchen facilities and staff to prepare, cook, and serve suitable food for its patrons;
- (3) Have staff available to serve meals prepared on the premises during any time the establishment is open for business;
- (4) Have a valid county health department food service permit and any other applicable local, state or federal permits, licenses, etc., required for food service establishments;
- (5) Have at least 50 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises, and for this purpose, if a supper club makes a minimum charge, cover charge, or admission charge, or any other nonfood charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;
- (6) Have a permanent seating capacity, at tables, not counting bar stools, of at least 100 persons;
- (7) Be arranged and maintained such that all seating is open and unobstructed to the view of other persons in the facility;

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- (8) Provide live entertainment including, but not limited to, bands, orchestras, singers, dancers, actors, performers, musicians or related live entertainment for more than two days in any week.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-204. Eligibility for license—Private clubs.

- (a) In order to be eligible for a pouring or limited pouring consumption-on-the-premises license, a private club must be a veteran's organization, fraternal organization or other nonprofit organization all of which must be nationally chartered and maintaining a tax-exempt status under either the United States Internal Revenue Code or the state income tax law and:
 - (1) The local chapter has been in existence at least one year prior to the filing of its application for a license;
 - (2) Have at least 75 regular dues-paying members;
 - (3) Be organized and operated exclusively for pleasure, recreation, and other non-profitable purposes;
 - (4) Own, hire, or lease a building or space within a building for the reasonable use of its members, which building or space:
 - a. Has suitable kitchen and dining room space and equipment;
 - b. Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and
 - c. Has no member, officer, agent, or employee directly or indirectly receiving in the form of salary or other compensation any profits from the sale of alcoholic beverages beyond a fixed salary.
- (b) For purposes of subsection (a)(4) c. of this section, the term "fixed salary" means the amount of compensation paid any member, officer, agent, or employee of a private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include any commission or any profits from the sale of alcoholic beverages.
- (c) No alcoholic beverage license shall be granted to a private club organized or operated primarily for the selling or serving of alcoholic beverages.
- (d) Private clubs licensed under the provisions of this section shall not be required to maintain the percentage sale of food/nonalcoholic beverages as compared to alcoholic beverages, however, any such organization shall be subject to all chapter regulations dealing with general licensing and consumption on the premises.
- (e) Records supporting the organization's nonprofit tax-exempt status shall, at all times, be open for inspection by an authorized agent of the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-205. Eligibility for license—Wine and craft beer boutique.

In order to [be] eligible for a limited pouring consumption-on-the-premises license a wine and craft beer boutique shall be defined as follows:

An establishment within the specific districts within the city designated by ordinance open to the public offering sales under a limited pouring license and not required to offer meals prepared on the premises. The purpose of the establishment will be to promote tourism through the sales and promotion of Georgia and other fine wines as well as craft beer. The establishment must meet all the following requirements:

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- (1) The designated districts include:
 - a. The downtown overlay zoning district;
 - b. The designated commercial area of the Mirror Lake Planned Unit Development;
 - c. Other districts which may be designated by the mayor and council to promote tourism in the city.
 - (2) An establishment in the specified districts, with only one such facility located within 750 feet of another such facility.
 - (3) No distilled spirits may be offered for sale in any form.
 - (4) Must have a seating capacity of table seating for a minimum of 25 people not including bar seating and must have seating that is open and unobstructed to the view of other persons in the facility.
 - (5) Smoking shall not be permitted inside the boutique.
 - (6) Must be located in a commercial space, no residential buildings.
 - (7) Hours of operation on Friday and Saturday shall not exceed 12:00 midnight with the last service by 11:30 p.m. On Sunday through Thursday hours of operation shall not exceed 11:00 p.m. with the last service by 10:30 p.m.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-205.1. Eligibility for license—Brewery.

- (a) Breweries must comply with all applicable city, state and federal license requirements.
- (b) Breweries must pay all applicable state, city and county taxes.
- (c) Breweries may offer free tastings of malt beverages produced or manufactured on-site and educational and promotional tours during normal business hours in accordance with state law.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-205.2. Eligibility for license—Hotel.

- (a) Hotels must comply with all applicable city, state and federal license requirements.
- (b) Hotels may distribute complimentary alcoholic beverages at a ratio of no more than six malt beverages measuring 12 ounces or less each per guest-assigned room, per day.
- (c) Hotels must pay all applicable state, city and county taxes, including excise tax, if applicable.
- (d) No hotel shall sell alcohol for consumption on or off premises. Hotel licenses shall pertain only to the offering of malt beverages for free to guests of the hotel over the age of 21.
- (e) The usage of a "token" system in order to reward guests for staying at the hotel is permissible, however the application of tokens shall not exceed the ratio of servings as indicated in subsection (b) above.
 - (1) For the purposes of this section, a token system shall be defined as the usage of non-legal tender coins or tickets for guests to redeem malt beverages without cost. Tokens may be granted by the hotel manager upon guest check-in or daily for the length of the guest's stay.
- (f) No distilled liquors or wines may be distributed as a part of a hotel license.

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- (g) Guests of the hotel are only permitted to consume alcohol in their individual private guest room or an enclosed dining room, lounge or banquet room otherwise closed to non-guests (as defined in section 4-1 of this chapter).
 - (h) The distribution of alcohol to parties or conventions renting public spaces within the hotel, such as a lounge, banquet room or recreational facility is prohibited.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-206. Ratio of alcoholic, nonalcoholic sales, statement of sales.

- (a) Should the total sales from food and nonalcoholic beverages reported by any licensee for consumption on the premises not equal those from the sale of all alcoholic beverages for any two consecutive reporting periods, the license may be suspended or revoked by the mayor and city council after a hearing, as provided for in section 4-34.
- (b) In addition to the reporting requirements detailed in section 4-104, the city manager may require that a licensee furnish a statement from a certified public accountant that reports the percentage of the licensee's total sales derived from the sale of food and nonalcoholic beverages sold on the premises compared to the sale of all alcoholic beverages sold on the premises in the licensee's most recent reporting period.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-207. Illumination of premises, location of sale restricted.

- (a) All restaurants, hotels and supper club areas, including all tables, booths, and other areas where customers are served and including all passageways for customers, shall be sufficiently well illuminated so that they may be viewed by those inside the premises.
- (b) The sale of alcoholic beverages in any back room or side room, which is not open to the general public, is prohibited, except that this prohibition shall not apply with respect to:
 - (1) Private parties which have been scheduled in advance.
 - (2) Room service to hotel guests in their hotel rooms, provided a properly licensed restaurant or supper club is located on the premises, or the hotel has the appropriate license.
 - (3) Private clubs.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-208. Prohibited activities by employees.

- (a) It shall be unlawful for any employee of a restaurant, supper club, or private club to engage in the following:
 - (1) Dance or sit with customers on the premises while on duty status, including "breaks" as defined in subsection 4-154(j);
 - (2) Allow any customer to purchase food or drink, alcoholic or nonalcoholic, for an employee while on duty status, including "break periods" as defined in subsection 4-154(j);
 - (3) For an employee to consume or simulate the consumption of any alcoholic beverage while on duty status at the premises of his employer, including "breaks" as defined in subsection 4-154(j);

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- (4) Require, permit, suffer, encourage or induce any employee or person to solicit at the licensed premises for himself or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic or nonalcoholic; or money with which to purchase same; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for himself, or for any other, the purchase by the patron of any drink, whether alcoholic or nonalcoholic.
- (b) For purposes of this section the term "employee" shall also apply to performers, dancers, entertainers, musicians engaged in temporary work, as well as regular employees.
- (Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-209. Purchase of stock limited.

Licensees under this article shall purchase distilled spirits in sizes of one liter or larger unless a particular brand is not packaged in these size containers in which case the licensee may purchase such brand in the nearest size to such containers.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-210. Hours of sale.

Consumption-on-the-premises licensees may engage in the sale and service of alcoholic beverages only between the hours of 7:00 a.m. and 1:30 a.m., Monday through Saturday, and between the hours of 12:30 p.m. and 12:00 midnight on Sunday. Alcoholic beverages purchased and served prior to 1:30 a.m., Monday through Saturday, may be consumed on the premises until 2:00 a.m. Alcoholic beverages purchased and served prior to 12:00 midnight on Sunday may be consumed on the premises until 12:30 a.m.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-211. Dancing on premises restricted.

Patron dancing shall be permitted at facilities licensed for consumption-on-the-premises sales only where:

- (1) Adequate space exists;
- (2) All fire and safety regulations are met;
- (3) Prior approval of the chief of police and the chief of the fire department have been obtained.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-212. Removal of beverages prohibited.

- (a) Except as may be specifically permitted by state law [O.C.G.A. § 3-6-4], all alcoholic beverages sold by consumption-on-the-premises licensees shall be consumed only on the licensed premises. It shall be unlawful for any person to remove from the licensed premises any alcoholic beverages sold for consumption on the premises. Each licensee shall be responsible for ensuring that no person so removes any alcoholic beverages from the premises in any type of container.
- (b) Each consumption-on-the-premises licensee shall post in a prominent place at each exit from the licensed premises a sign in substantially the following form:

"It is a violation of city ordinance to take any type alcoholic beverage from this outlet."

Such sign shall be printed in uniform letters not less than one inch in height.

- (c) Unless permitted by city ordinance, it shall be unlawful for any person to drink or have in his possession an open container of any alcoholic beverage:
 - (1) On any public street, sidewalk, park or other public place within the city, or upon or within any motor vehicle on the streets, sidewalks, parks and public places of the city; or
 - (2) While on private property, open to public view, without the express permission of the owner, agent or person in lawful possession thereof.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-213. Prohibited practices.

- (a) No consumption-on-the-premises licensee shall engage in any of the following practices:
 - (1) The giving away of any alcoholic beverages in conjunction with the sale of any other alcoholic beverages;
 - (2) The sale of two or more alcoholic beverages for a single price or the sale of all the alcoholic beverages a customer can or desires to drink;
 - (3) The sale or serving of two or more alcoholic beverages at substantially the same price customarily charged for one such alcoholic beverage;
 - (4) Requiring or encouraging the purchase of second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been consumed;
 - (5) Sponsoring, conducting, or allowing contests or promotions which have as their primary purpose the increasing of the consumption of alcoholic beverages on the premises.
- (b) This section shall not apply with respect to private functions not open to the public with respect to which the licensee has agreed to the use of the licensee's establishment by a person for a set period of time for a valuable consideration.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-214. Brown bag establishments prohibited.

Brown bag establishments as defined in this chapter shall be prohibited within the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-215. Sale by farm wineries.

A farm winery may sell its wine and the wine of any other state farm winery licensee at retail in a tasting room or other facility on the premises of the winery for consumption on the premises and in closed packages for consumption off the premises and to sell its wine and the wine of any other state farm winery licensee at retail for consumption on the premises and in closed packages for consumption off the premises in tasting rooms at a location within the city that is one of the five additional locations in the state authorized by O.C.G.A. § 3-6-21.1(b), but only if the annual production of wine by the farm winery is made in state in accordance with the source of

berries, fruits or grapes as provided by the laws of the state and the rules and regulations of the state department of agriculture.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-216. Licenses for farm wineries.

The alcoholic beverage licenses which may be issued to farm wineries under this chapter are:

- (1) *Wholesaler of farm winery production.* A farm winery shall be granted a wholesale license for sale and distribution as provided by O.C.G.A. § 3-6-21.1. Such license shall be issued upon application and payment of established fees and upon presentation of a receipt for payment of the state annual license tax as provided by the referenced code provisions in this section.
- (2) *Retail package sales of wine.* Each retail package sales license shall require that all sales shall be by and through the farm winery tasting room at the site for which said license is issued.
- (3) *Retail sales of wine.* Each license for retail sales of wine and malt beverages for consumption on the premises shall require that all consumption shall be at the farm winery site for which said license is issued. This site shall include any wedding or dining facilities associated with the farm winery.
- (4) *Multiple farms winery licenses.* A farm winery may apply for and, if approved, may be issued multiple farm winery licenses. At the primary farm winery facility where the wine is produced, such site may be licensed for wholesale, package retail sales and on-premises consumption. For any site other than the primary farm winery facility where the wine is produced, up to the maximum number of such sites as may be permitted by state statute, such site may be licensed for package retail sales and on-premises consumption. The license created in accordance with this article shall be limited to farm winery tasting rooms licensed by the state in accordance with O.C.G.A. § 3-6-21.1 et seq., and the licensee shall be permitted to perform only acts allowed in accordance with such statutes. No license is hereby created authorizing any other use.
- (5) *Alternate provision.* The first license at any site shall have a cost equal to the cost of a city alcoholic beverage license at the time of the application. Any license for two or more categories of sale shall require payment of the additional license fees as provided in the city fee schedule.
- (6) *Ratio of sales.* There shall be no specified or required ratio of alcohol sales to any other income for winery operations. Farm wineries shall operate on such days and hours as are provided by the Georgia Farm Winery Act, O.C.G.A. § 3-6-21.1 et seq., as amended from time to time and by the terms of this chapter for sale by consumption on the premises.
- (7) *Renewals.* All applications for renewal of a farm winery license or licenses shall be accompanied by a copy of the current state license. Failure to present a valid copy of a current and valid state license will result in a refusal to renew license. Timely application for renewal is determined by the date on which a complete and proper application has been submitted.
- (8) *Premises consumption.*
 - a. A farm winery may apply for a license for on-premises consumption of distilled spirits under the terms as provided under this chapter, retail sales of distilled spirits for consumption on the premises.
 - b. A farm winery may apply for a license for on-premises consumption of wine and malt beverages (not produced under the Georgia Farm Winery Act, O.C.G.A. § 3-6-21.1 et seq.) under the terms as provided under this chapter, retail sales of malt beverages and wine for consumption on the premises.

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- (9) *Compliance with article.* All alcoholic beverage sales other than farm winery sales shall be in accordance with all terms of this chapter.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-217—4-236. Reserved.

ARTICLE VIII. GROWLERS

Sec. 4-237. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ancillary growler license means the document issued by the city which allows under certain conditions, the filling of reusable containers commonly referred to as growlers on the premises of the licensee directly or vicariously through employees (permittees) who have proper permits issued hereunder or under the city alcoholic beverage code.

Approved closure means a cork, stopper or twist-type closure.

Beer or malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than six percent alcohol by volume and including but not limited to ale, porter, stout, lager beer, small beer, and strong beer. Also included are beverages known as "non-alcoholic" beer, which is made by fermentation of any infusion or decoction of barley, malt, hops or other products, and containing less than three percent, but more than 0.1 percent alcohol by volume. The term "malt beverage" does not include sake, known as Japanese rice wine.

Growler means a properly sanitized reusable non-plastic container capable of holding no less than 32 fluid ounces nor no more than 64 fluid ounces and which shall be capable of being sealed with an approved closure type at the time of purchase for off premises consumption of the contents thereof.

License or primary license means the document issued by the city pursuant to section 4-25 which allows under certain conditions, the package sale of beer or wine on the premises of the licensee directly or vicariously through employees.

Licensee means the individual to whom a license for the package sale of beer or wine is issued under section 4-25. In the case of a partnership, limited liability company or corporation, all partners, officers and directors of the partnership or corporation are licensees.

Permittee means any individual to whom a pouring permit is issued for the dispensing of malt beverages or beers in establishments licensed for the filling of reusable containers commonly referred to as growlers on the premises of the licensee.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasi-public.

Pouring permit means an authorization granted by the city to fill reusable containers commonly referred to as growlers on the premises of the licensee. Valid pouring permits issued under section 4-154 shall also be valid for the purposes of this article.

Premises means one room or more all contiguous in nature operating under the same trade name and which share a common entrance.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-238. Ancillary growler license required.

Any applicant for or holder of a valid retail package beer and wine license (primary license) in the city shall also be eligible for an ancillary growler license upon approval of the primary license and payment of an additional regulatory fee in the amount of \$200.00 annually. The regulatory fee shall be paid upon original application and upon each renewal application and shall be in addition to any other fees associated with the applicant's mandatory primary license.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-239. Regulations.

- (a) Growlers may only be filled by individuals possessing valid city pouring permits and may only be filled with malt beverages or craft beers from kegs procured from duly licensed wholesalers.
- (b) It shall be the responsibility of the individual or entity filling the growler to sanitize such growler prior to filling. The licensee must comply with the state department of agriculture's General Rules 40-7-1.40 requiring a "contamination free" transfer process for beverages and the use of washed, rinsed and sanitized growler fill tubes, which must be cleaned between each use and must comply with the state department of agriculture's best management practices for growler refilling.
- (c) Each growler must be securely sealed and removed from the premises in its original sealed condition utilizing an approved closure. At the time of the sale and/or refilling, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extend over the top of the approved closure forming a tamper evident seal that must be broken upon opening of the container. The adhesive band, strip, or sleeve shall bear the name and address of the business filling the growler and the container must be displayed prominently on the container.
- (d) The licensee must comply with all federal and state laws and regulations regarding packaging and labeling alcoholic malt beverages. Each growler filled with a malt beverage or craft beer must contain the following warning which may be printed on the paper or plastic adhesive band, strip or sleeve that is applied to the container after filling or which may be affixed separately to the container on a preprinted label as follows:

"GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems."

- (e) Establishments licensed to fill growlers shall be authorized to offer without charge, samples of malt beverage or craft beer to patrons over the age of 21 years. Samples shall not exceed two ounces in volume nor shall any one individual be offered more than four samples within a 24-hour period. It shall be the responsibility of the licensee and any employee of the licensee to comply with the identification requirements of this chapter prior to filling a growler or supplying a sample to a patron to ensure the patron is of legal age to purchase and consume alcohol.
- (f) The filling of growlers by means of a tapped keg when properly dispensed by a permitted employee of a licensed retailer under the provisions of this article shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or any other provision of any ordinance regulating the sale of package beer and wine in the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-240—4-260. Reserved.

ARTICLE IX. EXCISE TAXES

DIVISION 1. GENERALLY

Sec. 4-261. Tax imposed.

- (a) There is imposed by the city an excise tax on the first sale or use of malt beverages in the city, as follows:
 - (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container containing not more than 15 and one-half gallons and a proportionate tax at the same rate on all fractional parts of 15 and one-half gallons.
 - (2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of \$0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.
- (b) There is imposed by the city an excise tax on the first sale or use of wine in the city at a rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (c) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.
- (d) The excise taxes provided for in this section shall be imposed upon and paid by the licensed wholesale dealer. Such taxes shall be paid on or before the 20th day of the month following the month in which the alcoholic beverages are sold or disposed of by the wholesaler within the city. The tax shall be remitted on forms prescribed by the city manager.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-262—4-280. Reserved.

DIVISION 2. MIXED DRINKS

Sec. 4-281. Imposition.

There is imposed upon the sale of mixed drinks in the city a tax in the amount of three percent of the purchase price of the mixed drinks to the consumer. Each licensee shall be allowed a deduction of three percent of the amount of taxes collected as reimbursement for the collecting of such taxes, provided that such tax is not delinquent at the time of payment. A record of each sale will be made in writing and maintained for inspection by any authorized agent of the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-282. Collection.

Every consumption-on-the-premises licensee shall collect the tax imposed by this article from purchasers of mixed drinks. The licensee shall furnish such information as may be required by the city manager to facilitate the collection of the tax. In all cases where the purchase is deferred payment or credit, the licensee becomes liable for the collection and payment of the tax at the time of delivery of the mixed drink to the purchaser. The tax shall be remitted on forms prescribed by the city manager.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-283. Dealers' returns as to gross proceeds of sales and purchases; granting of extensions.

- (a) Each dealer, on or before the 20th day of each month, shall transmit returns to the city manager showing the gross sales and purchases arising from all sales and purchases taxable under this article during the preceding calendar month. The returns required by this subsection shall be made upon forms prescribed, prepared, and furnished by the city manager.
- (b) The city manager, in his discretion, may grant extensions, upon written application, to the end of the calendar month in which any return is due under this section.
- (c) (1) Failure to file a timely return shall result in the loss of vendor's deduction for collection. There shall be a penalty of five percent per month and a one percent per month charge for interest until the debt is paid in full.
(2) Delinquent returns over 30 days shall result in a revocation of the alcohol license issued by the city.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-284—4-299. Reserved.***ARTICLE X. WINE TASTING*****Sec. 4-300. Permit required; regulations.**

A wine-tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine license from the state.

- (1) No wine tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container. Any wine tasting occurring on the premises of a business possessing a license to sell wine by the package shall be limited to an area that is separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the wine tasting area.
- (2) An eligible licensee may petition the city for a wine-tasting permit provided it meets all requirements of this chapter and presently maintains a valid license for the sale of wine by the package issued by the city. A wine-tasting permit shall allow the permittee to offer or sell wine samples in connection with an instructional or educational promotion. A wine-tasting permit is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment or occur on a daily basis.

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- (3) A wine-tasting permittee shall be subject to all laws, rules and regulations of the city and state, including Rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to permit revocation for violation thereof.
 - (4) Said wine-tasting permit need only be applied for once and shall automatically renew when said license to sell wine by the package is renewed; provided, however, that the city may revoke or suspend such wine-tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety, and welfare of the city's inhabitants.
 - (5) The one-time fee for application for the wine-tasting permit shall be equal to the established fee for applications for wine package sales. The wine-tasting permit shall be approved by the city manager or his designee.

(Ord. No. 0-07-2020 , 8-11-2020)

Secs. 4-301—4-317. Reserved.

ARTICLE XI. ALCOHOL CATERING

Sec. 4-318. Authority to sell; license required.

It shall be unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off-premises and in connection with a catered event or function without first having obtained an alcoholic beverage catering license.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-319. Eligibility for license.

- (a) Applicants for an alcoholic beverage caterer's license to sell wine and/or beer and malt beverage and/or distilled spirits for consumption off-premises in conjunction with an authorized catered function at facilities authorized for special event activities must also possess a valid license issued by the city and the state for the retail sale for consumption on-premises of the same alcoholic beverages.
- (b) A licensed alcoholic beverage caterer may only sell that which is authorized by his alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may only sell malt beverages at the authorized catered event or function.
- (c) Those employed by a licensed alcoholic beverage caterer to dispense, serve, sell or handle alcoholic beverages must adhere to employee regulations as stated in this article.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-320. License fees.

- (a) Each applicant shall pay a license fee of \$500.00 per year.
- (b) The license will be valid for the period of no longer than one year. The alcoholic beverage caterer shall apply for a new license annually in the same manner as the original period.

(Ord. No. 0-07-2020 , 8-11-2020)

Sec. 4-321. Copy of license; sale without licenses; separate application and separate license required for each place of business.

- (a) A copy of the license shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function and shall be available for inspection at the catered event or function during the duration of such event or function.
- (b) No alcoholic beverage caterer may distribute or sell alcoholic beverages during any hours prohibited in the city.

(Ord. No. 0-07-2020 , 8-11-2020)

ARTICLE XII. SPECIAL REQUIREMENTS FOR PACKAGE DISTILLED SPIRITS LICENSES.

Sec. 4-401. License issuance – Retail dealer building and inventory requirements.

No retail dealer license for the sale of distilled spirits shall be issued to any applicant whose building where the business will be conducted (a) is not "free standing" (i.e., is part of a larger building or structure) and (b) does not include a showroom with a minimum of 6,000 square feet. The building shall be bricked on all sides. In addition to the minimum square footage, retail dealers for the sale of distilled spirits shall maintain a minimum inventory of at least \$750,000.00 in distilled spirits available for sale. License holders shall, at the discretion of the City, provide verification of their inventory if requested.

Sec. 4-402. Number of distilled spirits retail licenses permitted.

- (a) The initial number of licenses to be issued in the City shall be four (4). After the initial issuance of licenses within the City, the City will not accept any additional applications for the retail sale of distilled by the package, and no additional license for the retail sale of distilled spirits by the package shall be issued except as provided herein.
- (b) The City has determined that it is in the best interest of the citizens to space the grant of licenses throughout the City so that no single area within the City shall be burdened with multiple license holders for the retail sale of distilled spirits by the package. Accordingly, the Council may by resolution divide the City into districts for the issuance of the initial licenses and subsequent licenses as provided below. The City may restrict the issuance of licenses to one per district. The initial district map is attached hereto and incorporated by reference herein.
- (c) Additional licenses may be issued as the City increases in population. It is contemplated that a 5th license may be issued at such time as the City's population reaches 25,000 according to the U.S. Census or the projection of the American Community Survey of U.S. Census Bureau. Similarly, a 6th license may be issued with the City's population reaches 30,000 and a 7th license at 35,000. The City shall revise the district map as those milestones are reached.
- (d) If at any time and for whatever reason the number of active licenses for the retail sale of distilled spirits by the package falls below the number currently allowed by the ordinance then the City shall accept applications for and issue such additional licenses for the retail sale of distilled spirits so as to bring the total number of active licenses for the retail sale of distilled spirits by the package and the maximum number then allowed by this ordinance. Any such licenses shall be issued based on the District map.
- (e) For the initial issuance of licenses pursuant to this section, the City shall by resolution establish a date by which applications for the license must be submitted. The application must be complete to be considered for issuance.

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- (f) If the City receives more applications than allotted licenses to be issued per district under this section which applications comply with the standards for the issuance of licenses for the sale of package distilled spirits set forth in this Chapter, then the selection of the successful applications shall be conducted by a lottery system overseen by an independent third party. The application drawn from the lottery system shall then be presented to the City Council for action in accordance with the terms of this Ordinance.

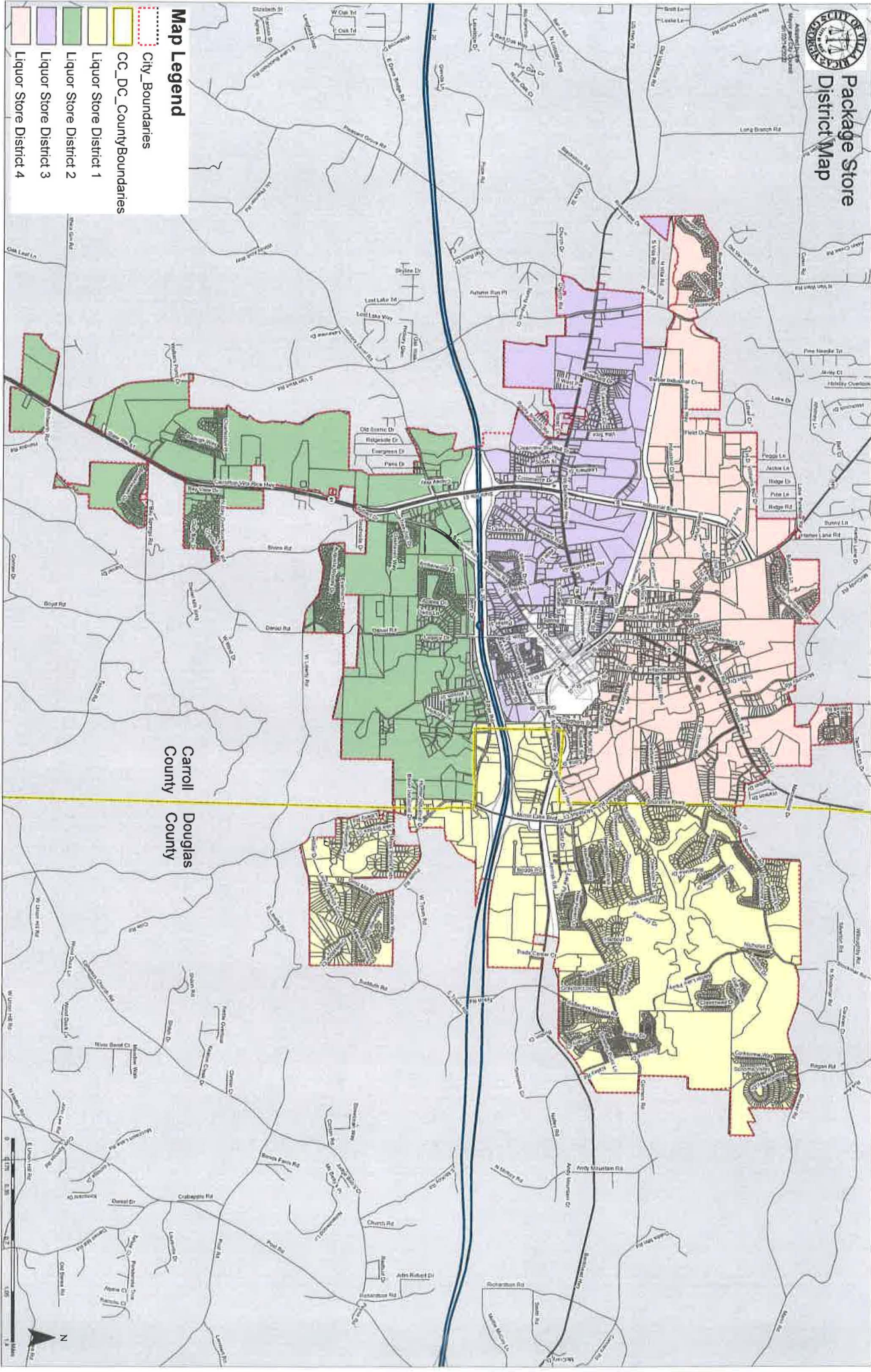
Lotteries for the issuance of licenses in the individual districts shall be held on a staggered basis.

- (g) The lottery system shall select a first, second, and third place within each district. In the event the application of the first place finisher is not approved by the Mayor and Council pursuant to Section 4-29 of this ordinance, then the subsequent finishers will be considered sequentially by the Mayor and Council until the license is issued.
- (h) No license for the retail sale of distilled spirits by the percentage shall be issued to any site located within the Downtown Overlay District.
- (i) Licenses limited to one per family or corporation.
- 1) No person and/or member of his family and/or corporation shall own, hold or control any interest whatsoever in more than one (1) license in the city to engage in the business of selling liquor by the package at retail.
 - 2) As used in this section, an interest in the license shall be deemed to exist if the person involved is the outright owner of the license, a co-owner of a license, a general or limited partner in a partnership which owns all or any part of a license, a stockholder in any corporation which owns all or any part of a license, an owner, a lessor, sublessor, or stockholder in any corporation owning or leasing, any real estate which is occupied by a retail liquor store, or shares in any income or corpus of any trust fund or estate having any interest in a retail liquor store.
 - 3) All applications for a license made on forms provided by the city clerk, whether original or for renewal, must be accompanied by a full and complete statement under oath of information relative to any and all interests, as hereinbefore defined in subsection (b), in retail liquor stores. This shall include the names and addresses of all persons interested in the ownership of the business of selling packaged liquor at retail, together with any interest each person or members of his family has in any other retail liquor store; the ownership of the land and building where such retail business is operated; the amount of rental paid for such land and building and the manner in which the same is determined and to whom and at what intervals it is paid; the name and address (by affidavit from owner, lessor or sublessor of such land and building) of all persons having any whole, partial, beneficial or any other interest in and to the land and building on and in which said retail liquor store is to be located; a copy of the proposed lease, and any other information requested by the police department or the city council pertinent to the application under investigation.

Package Store District Map

Map Legend

-  City_Boundaries
-  CC_DC_CountyBoundaries
-  Liquor Store District 1
-  Liquor Store District 2
-  Liquor Store District 3
-  Liquor Store District 4





CITY OF VILLA RICA

City Council Packet

SUBJECT: Introduction of Section 8.27- Supplementary Regulations for Liquor Stores, Package Stores, and Liquor Outlets; and the Amendment of Section 13.01 (Definitions) –Contained in the City of Villa Rica Zoning Code

CITY COUNCIL AGENDA DATE: April 12th, 2022

DATE: April 1st, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The purpose of this proposed amendment is to provide supplementary regulations for Liquor Stores, Package Stores and Liquor Outlets and provide a definition of a “Package Store”.

BACKGROUND: Section 8 of the Zoning Ordinance contains regulations intended to provide additional supplementary rules for certain uses where the municipality determines a need beyond what the zoning ordinance provides in other chapters. There is a need for additional specific regulations targeting liquor stores, package stores and liquor outlets to regulate those establishments in light of these uses being permitted in the city in conjunction with the updated Alcoholic Beverage Ordinance. Staff has introduced regulations in a new subsection (8.27) and introduced a new definition of a package store in Section 13.01 in order to effectively regulate these uses.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

- (1) I move to approve new supplementary regulations for Liquor Stores, Package Stores and Liquor Outlets within Section 8.27 as submitted by staff, attached hereto.
- (2) I move to approve an amendment to Section 13.01 *Definitions* to include a definition for “Package Store” as submitted by staff, attached hereto.

Modifications to the Zoning Ordinance

Sec. 8.27 – Liquor Stores, Package Stores, and Liquor Outlets

- 1) Package Stores are restricted to the C-1 Commercial Low Density, and C-2 Commercial Medium-Density zoning districts. In addition to being zoned C-1 or C-2, there are additional zoning requirements as follows:
 - a) The property must have a least two-hundred (200) feet of road frontage on a state highway or major arterial, be at least one (1) acre in size, and must be used exclusively for the purpose of selling distilled spirits. This means that a package store shall not be part of a shopping center. It must be a stand-alone building.
 - b) Any building constructed on the property shall be:
 - i) be at least six-thousand (6,000) square feet – of which at least seventy-five (75%) percent shall be dedicated to public retail sales;
 - ii) Shall be occupied by a single tenant;
 - iii) shall have one entrance and one exit and these shall be located at the front of the building;
 - iv) shall have at least one hundred-fifty (150) square feet of plate glass (this excludes plate glass used in the door);
 - v) shall have no windows or doors on the sides or rear of the building.
 - vi) Shall not have living quarters or residential space on the premises.

Sec. 13.01 Definition Section:

PACKAGE STORE: An establishment engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and distilled spirits for consumption off the premises and at which on-premises consumption is specifically prohibited. The term "package store" is considered synonymous with the term "liquor store" and "Liquor Outlets." A package store shall include any premises classified as Industry No. 5921 in the Standard Industrial Classification (SIC) Manual 1972, prepared by the Executive Office of the President, Office of Management and Budget. The term "package store" shall not include a "wine specialty shop" and shall not include a city food market.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Agan Development/City of Villa Rica/Mirror Lake Community Association Agreement/re: Somersport Detention Ponds

AGENDA DATE:

DATE PREPARED: March 28, 2022

PREPARED BY: C. David Mecklin, Jr., City Attorney

AMOUNT: \$42,000

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To resolve issues related to two detention ponds in the Somersport community. We are entering into an agreement that will provide for the completion, maintenance, and ownership of the detention ponds in the future.

BACKGROUND: See attached narrative from Bobby Elliott.

STAFF RECOMMENDATION: Staff recommends approval of the attached agreement between Agan, the City, and the Mirror Lake Community Association.

IMPACT: The agreement will resolve pretrial issues related to the completion, ownership and future maintenance of the detention ponds in question.

MOTION: I move that the City enter into the attached agreement between Agan Development, the City, and the Mirror Lake Community Association and that the Mayor be authorized to execute it.

AGREEMENT

This Agreement is made on this _____ day of March, 2022, by and between AGAN DEVELOPMENT CO., an administratively dissolved Georgia Corporation, hereinafter referred to as "AGAN," the City of Villa Rica, a Georgia municipality, hereinafter referred to as the "CITY," and the Mirror Lake Community Association, Inc., a Georgia non-profit corporation, hereinafter referred to as the "HOA," (collectively "the Parties").

WHEREAS, AGAN owns two detention ponds in the SomersPort Subdivision in the Mirror Lake Development identified as follows:

- Pond #1 – 2522 Grayton Loop, Parcel Number 01730250282, Douglas County, Georgia Tax Records
- Pond #2 – 2548 Grayton Loop, Parcel Number 01730250283, Douglas County, Georgia Tax Records; and

WHEREAS, AGAN desires to transfer ownership of the two detention ponds to the HOA as part of its winding up of affairs as a dissolved Georgia Corporation pursuant to O.C.G.A. § 14-2-1421; and

WHEREAS, the CITY has collected certain funds for the purpose of repairing and maintaining the said ponds; and

WHEREAS, as consideration and incentive for the HOA to take ownership and future maintenance of the ponds, the CITY has agreed to transfer the repair funds collected by it to the HOA.

NOW, THEREFORE be it hereby agreed among the parties as follows:

1. AGAN agrees to transfer Ponds 1 and 2 as described above to the HOA by Quit Claim Deed.
2. The CITY agrees to transfer the sum of \$42,000.00, which it is holding for the purpose of repair and maintenance to Ponds 1 and 2, to the HOA.
3. The HOA agrees to accept Ponds 1 and 2 as transferred by AGAN and further agrees that it will perform such repairs on Ponds 1 and 2 to bring them into compliance with any and all rules, laws, and regulations of the State of Georgia and the City of Villa Rica.
4. The HOA agrees to continue to provide maintenance on the Ponds and to maintain them in compliance with any and all state and city rules and regulations.
5. If there is any disagreement with regard to the implementation or interpretation of this Agreement, the parties agree that the matter would first be mediated and then, if necessary, arbitrated by a party mutually agreed upon between the parties pursuant to the rules and procedures of the American Arbitration Association and in a location not more than 15 miles from the Mirror Lake Development.
6. It is contemplated that any and all actions required by this Agreement shall be completed within ninety (90) days from the date of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the date signed above.

AGAN DEVELOPMENT CO.

MIRROR LAKE COMMUNITY
ASSOCIATION, INC.

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

[corporate seal]

[corporate seal]

CITY OF VILLA RICA

BY: _____
NAME: _____
TITLE: _____

Somersport at Mirror Lake Development
Somersport Pond Narrative

Pond Identification

Pond #1: 2522 Grayton Loop, Parcel # 01730250282, Douglas County, Georgia

Pond #2: 2548 Grayton Loop, Parcel # 01730250283, Douglas County, Georgia

The issue concerning these ponds started back when Somersport at Mirror Lake was developed. According to Mr. Greg Agan with Agan Development Company, there was a disagreement between he and Ms. Cheryl Brown, then the declarant's representative about the Mirror Lake Community Association (MLCA) taking title of the two ponds. According to Mr. Agan, he agreed to install the top coat of asphalt if the MLCA would go ahead and have the ponds deeded over to the Association. He put on the topcoat and they refused to take the ponds. Mr. Agan still holds title to both lots.

Some two years ago, with there being 42 vacant lots left in the subdivision, I discovered the situation and tried to think of a way to get this issue cleared up. George Thomas Homes ended up buying all 42 remaining lots. With the Project Improvement Ordinance being in place since 2016, I calculated what it would take to get these ponds in new condition and we proceeded to collect \$1,000 per lot accruing \$42,000 total. I met with our attorney to discuss the issue and he reminded me that the money we collected could not be spent on lots that did not belong to the City. I suggested that the owner could quitclaim the lots to the City until we could get the ponds repaired and then offer them to the MLCA. He suggested a three-way agreement between the MLCA, Mr. Agan, and the City.

With this idea in mind, I met with David Brening, an engineer for the MLCA at the time and asked him what he thought of the three-way agreement idea. He told me that the Association was agreeable. Shortly before I could get with our attorney, the original declarant was replaced and a new MLCA board was formed. About three weeks ago I met with the new MLCA president and explained the entire history of the issue. She told me that the new Board was agreeable. With the three-way agreement in place, the City would give the funds to the MLCA and they would make the pond repairs. I have spoken to Mr. Greg Agan about the idea and he is willing to get rid of the ponds.

Mirror Lake Homeowners Association
1000 Shoreline Parkway
Villa Rica, Georgia 30180

Mr. Greg Agan
P.O. Box 491
Villa Rica, Georgia 30180

Somersport at Mirror Lake Development
Somersport Pond Narrative

Pond Identification

Pond #1: 2522 Grayton Loop, Parcel # 01730250282, Douglas County, Georgia

Pond #2: 2548 Grayton Loop, Parcel # 01730250283, Douglas County, Georgia

The issue concerning these ponds started back when Somersport at Mirror Lake was developed. According to Mr. Greg Agan with Agan Development Company, there was a disagreement between he and Ms. Cheryl Brown, then the declarant's representative about the Mirror Lake Community Association (MLCA) taking title of the two ponds. According to Mr. Agan, he agreed to install the top coat of asphalt if the MLCA would go ahead and have the ponds deeded over to the Association. He put on the topcoat and they refused to take the ponds. Mr. Agan still holds title to both lots.

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With this idea in mind, I met with David Brening, an engineer for the MLCA at the time and asked him what he thought of the three-way agreement idea. He told me that the Association was agreeable. Shortly before I could get with our attorney, the original declarant was replaced and a new MLCA board was formed. About three weeks ago I met with the new MLCA president and explained the entire history of the issue. She told me that the new Board was agreeable. With the three-way agreement in place, the City would give the funds to the MLCA and they would make the pond repairs. I have spoken to Mr. Greg Agan about the idea and he is willing to get rid of the ponds.

Mirror Lake Homeowners Association
1000 Shoreline Parkway
Villa Rica, Georgia 30180

Mr. Greg Agan
P.O. Box 491
Villa Rica, Georgia 30180

AGREEMENT

This Agreement is made on this _____ day of March, 2022, by and between AGAN DEVELOPMENT CO., an administratively dissolved Georgia Corporation, hereinafter referred to as “AGAN,” the City of Villa Rica, a Georgia municipality, hereinafter referred to as the “CITY,” and the Mirror Lake Community Association, Inc., a Georgia non-profit corporation, hereinafter referred to as the “HOA,” (collectively “the Parties”).

WHEREAS, AGAN owns two detention ponds in the SomersPort Subdivision in the Mirror Lake Development identified as follows:

- Pond #1 – 2522 Grayton Loop, Parcel Number 01730250282, Douglas County, Georgia Tax Records
- Pond #2 – 2548 Grayton Loop, Parcel Number 01730250283, Douglas County, Georgia Tax Records; and

WHEREAS, AGAN desires to transfer ownership of the two detention ponds to the HOA as part of its winding up of affairs as a dissolved Georgia Corporation pursuant to O.C.G.A. § 14-2-1421; and

WHEREAS, the CITY has collected certain funds for the purpose of repairing and maintaining the said ponds; and

WHEREAS, as consideration and incentive for the HOA to take ownership and future maintenance of the ponds, the CITY has agreed to transfer the repair funds collected by it to the HOA.

NOW, THEREFORE be it hereby agreed among the parties as follows:

1. AGAN agrees to transfer Ponds 1 and 2 as described above to the HOA by Quit Claim Deed.
2. The CITY agrees to transfer the sum of \$42,000.00, which it is holding for the purpose of repair and maintenance to Ponds 1 and 2, to the HOA.
3. The HOA agrees to accept Ponds 1 and 2 as transferred by AGAN and further agrees that it will perform such repairs on Ponds 1 and 2 to bring them into compliance with any and all rules, laws, and regulations of the State of Georgia and the City of Villa Rica.
4. The HOA agrees to continue to provide maintenance on the Ponds and to maintain them in compliance with any and all state and city rules and regulations.
5. If there is any disagreement with regard to the implementation or interpretation of this Agreement, the parties agree that the matter would first be mediated and then, if necessary, arbitrated by a party mutually agreed upon between the parties pursuant to the rules and procedures of the American Arbitration Association and in a location not more than 15 miles from the Mirror Lake Development.
6. It is contemplated that any and all actions required by this Agreement shall be completed within ninety (90) days from the date of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the date signed above.

AGAN DEVELOPMENT CO.

MIRROR LAKE COMMUNITY
ASSOCIATION, INC.

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

[corporate seal]

[corporate seal]

CITY OF VILLA RICA

BY: _____
NAME: _____
TITLE: _____



Case # _____

SPECIAL EVENT REVIEW APPLICATION

1. Full and/or Partial Lane and Street Closures
2. Requested Variances to any City of Villa Rica Ordinance

Contact Name to Schedule the Meeting: Melissa Garrett

Phone: 404.406.4780 Fax: _____

Email: uncorkadvillarica@gmail.com

Names of Attendees to Attend the Meeting: _____

List any Alteration of Vegetation or Building Modifications that Could Remain Permanent After the Completion of the Project: _____

Number of Tents: 1 Square Footage of Each Tent: 100 sq ft

List Tent Locations: near concession stand

Will Portable Restrooms (Porta Potties) be Utilized? _____ Yes _____ No

If Yes, Please List Placement and Locations: _____

SPECIAL EVENT PREP

DATES		HOURS	
From: <u>4/30/22</u>	To: <u>4/30/22</u>	From: <u>2:00</u>	A.M./P.M. To: <u>4:00</u> A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.



Case # _____

SPECIAL EVENT REVIEW APPLICATION

Describe Preparation Activity: We will be setting up coolers and
general area for service

SPECIAL EVENT

DATES		HOURS	
From: <u>4/30/22</u>	To: <u>4/30/22</u>	From: <u>4:00</u> A.M./ <u>P.M.</u>	To: <u>9:00</u> A.M./ <u>P.M.</u>
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.

Describe Special Event Activity: We will serve wine and beer at
the Jazz Festival

CLEAN-UP/CLOSE OUT

DATES		HOURS	
From: <u>4/30/22</u>	To: <u>4/30/22</u>	From: <u>9:00</u> A.M./ <u>P.M.</u>	To: <u>10:00</u> A.M./ <u>P.M.</u>
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.
From: _____	To: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.

Describe Clean Up/Close Out Activity: _____
clean up of area and general surroundings

NOTE: The following three items must be provided when applicable:

1. Site Plan – Showing Special Event Location
2. Proof of permission from Property Owner for use of the Special Event Location
3. Notification of neighbors and businesses affected by the Special Event Location



Case # _____

SPECIAL EVENT REVIEW APPLICATION

USES: *(Please Check Applicable)*

_____ Street Closure
_____ Lane Closure
_____ Other: _____

If any of the above are checked, please give a detailed description, including dates and times: _____

N/A

SERVICES REQUIRED: *(Please Check Applicable)*

_____ City Police
_____ City Parks
_____ Fire Department
_____ Sanitation
_____ Transportation
_____ Other: _____

NOTE: The City of Villa Rica Shall Be Utilized if Available

If any of the above are checked, please give a detailed description, including dates and times: _____

N/A



Case # _____

SPECIAL EVENT REVIEW APPLICATION

ELEMENTS AND SPECIAL EFFECTS OR STUNTS *(Please Check Applicable)*

_____ Generator(s)
_____ Special Lighting/Lighting Cranes
_____ Music Playback
_____ Smoke/Fire/Other Pyro
_____ Vehicles
_____ Animals
_____ Other: _____

If any of the above are checked, please give a detailed description, including dates and times: _____

N/A

Please List Any Special Requests Not Already Covered: _____

NOTE: The City reserves the right to deny any Special Event Permit that is not within the best interest(s) of the City and its Residents. No Special Event Permit shall be issued more than once per quarter at any one residential location and shall be no more than fourteen (14) consecutive days in duration, unless otherwise previously requested and approved by the City Manager.

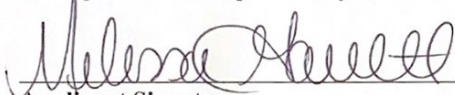


Case # _____

SPECIAL EVENT REVIEW APPLICATION

HOLDS HARMLESS AGREEMENT

The applicant agrees to indemnify the City of Villa Rica and to be solely and absolutely liable upon any and all claims, suites and judgements against the City and/or the application for personal injuries and property damages arising out of or occurring during the activities of the applicant, his/her (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of Georgia laws, rules and regulations. This permit may be revoked at any time.


Applicant Signature

4/11/2022
Date

Permit Fee: \$100.00/Day

\$500.00 Sanitation Bond Required if Filming Occurs in a City Owned Park or Facility



CITY OF VILLA RICA

City Council Packet

SUBJECT: Jazz Festival

CITY COUNCIL AGENDA DATE: April 12, 2022

DATE: April 11, 2022

PREPARED BY: Nyree Simpson

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: Issuance of a temporary alcohol license to allow Uncorked on Main to provide the wine and beer for the City's Jazz Festival, which is to be held on April 30, 2022, at The Mill Amphitheatre, from the hours of 2:00 thru 4:00 pm.

BACKGROUND: Uncorked on Main has an active alcohol license from the City of Villa Rica, and with the state's Department of Revenue, Alcohol Division as well. This is a responsible establishment who has offered their service to the city for events in the past.

STAFF RECOMMENDATION: Approval

IMPACT: None



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Community Grant App-Alzheimer's Group of Carroll Co.
AGENDA DATE: 4.12.2022

DATE PREPARED: 3.9.2022
PREPARED BY: Janet Chumley

AMOUNT: \$2,087.92
GL ACCOUNT #: 73050
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the city. The city intends the grant program to be used to increase economic activity by bringing tourists to the city through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals.

BACKGROUND: The core goal of the program is:

- To promote the City of Villa Rica within the city boundary and beyond.
- To provide support for local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the city.
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the city.
- To promote the businesses within the city.

STAFF RECOMMENDATION: Staff recommends awarding a portion of the Villa Rica Community Development Grant to The Alzheimer's Group of Carroll County for their event "Family Movie Night" to be held Saturday, October 8, 2022 from 6 pm – 10 pm at The MILL Amphitheater in the amount of \$2,087.92.

IMPACT: POSITIVE: Important financial assistance will be giving to programs that culturally and economically are beneficial to the City of Villa Rica.

MOTION: I make a motion to award a portion of the Community Development Grant to The Alzheimer's Group of Carroll County for their event "Family Movie Night" to be held Saturday, October 8, 2022 from 6 pm – 10 pm at The MILL Amphitheater in the amount of \$2,087.92.



Villa Rica Community Development Grant Program

Section A: Applicant

- Name of Organization: The Alzheimer's Group of Carroll County
Contact Person (if different than above): Lisa Demming / Kim Poer / Jenn Nasser
- Mailing Address: P.O. Box 1273 Carrollton, GA 30112
- Telephone Day: 770-459-7018 Lisa Evening: 770-364-4600 Kim
- Email: alzgroupofccl@gmail.com 5. FAX (optional): NA
- Date of Tax-Exempt Number and date of Incorporation in Georgia: 1987
- Number of Years in City of Villa Rica: _____
- Have you ever received funds from the City of Villa Rica? NO If Yes, most recent funding amount? _____
Were there any residual funds at the completion of the project? NA If Yes, how much? _____

Section B: Project

- Project Title: Family Night Movie 'The Notebook'
- Scheduled Start and End Dates: Oct 8th 2022
- Hours of Operation Each Day: 6 PM to 10 PM
- Amount Requested: 3,922 5. Funds Disbursement Date: _____

Section C: Certification

Signature of Authorized Official/Individual

Date

Printed Name of Authorized Official/Individual

Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	500.-
Parking	
Security	
Food	
Service	Total
Entertainment	887.92
Speakers	
Transportation	
Hotels	
Equipment rental	\$ 400.00
Barriers	
City Employee Wages	
Security	
Tables	
Tents	
Chairs	
Concession	

SEE ATTACHED
QUOTE

16 X 20 Screen + Proj.
Speakers etc
provide DVD

8th 
887.92
Card 3.5%

EXPENSES	AMOUNT \$
Printing	
Save-the-Date/Invitations/Tickets	
Brochures/Posters/Fliers/Press Packets	300-
Signage	
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography	
Total	

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	
Sponsorships/Grants	
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	

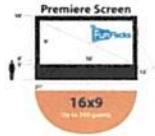
NET INCOME (or LOSS)

Income less Expenses: \$ 2087.92

Oct 8th 2022

Quote ID# 9229073

☰ Rentals



21-ft (16x9 Viewable) Premiere Movie Screen

1 - \$799.00



All Projection, Sound & Cables

1 - \$0.00



FREE Weather Assurance Plan (Subject to Availability)

1 - \$0.00

\$ Prices

Subtotal	\$799.00
Distance Charges	\$25.00
Surcharge*	\$63.92
Tax	+\$0.00

Total	\$887.92
--------------	-----------------

📅 Event Information

Event Name



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Community Development Grant Application-Thomas A. Dorsey Birthplace Festival

AGENDA DATE: 4.12.2022

DATE PREPARED: 3.16.2022

PREPARED BY: Janet Chumley

AMOUNT: \$10,000

GL ACCOUNT #: 73050

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals.

BACKGROUND: The core goal of the program is:

- To promote the City of Villa Rica within the City boundary and beyond.
- To provide support for local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City.
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City.
- To promote the businesses within the City.

STAFF RECOMMENDATION: The Thomas A. Dorsey Birthplace Festival is requesting \$10,000 for the 2021 Thomas A. Dorsey Birthplace Festival to be held Saturday, June 25th from 3 pm – 9 pm at The MILL Amphitheater.

IMPACT: POSITIVE: Important financial assistance will be giving to programs that culturally and economically are beneficial to the City of Villa Rica.

MOTION: I move to approve awarding the 2022 Villa Rica Community Development Grant to the Thomas A. Dorsey Birthplace Festival to be held Saturday, June 25th from 3 pm – 9 pm at The MILL Amphitheater in the amount of \$10,000.



Villa Rica Community Development Grant Program

Program Goals

The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals. The core goals of the program are:

- To promote the City of Villa Rica within the City boundary and beyond;
- To provide support for local community groups and tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City;
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City; and
- To promote the businesses located within the City.

Funding Source and Application Due Date

The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. Please note that the City is not obligated to award funding dollars. The funds are awarded on a competitive basis.

2021 Available Funds: \$20,000

Application Due Date: Wednesday, April 28, 2022

**Please note, if the grant money is not all disbursed by April 28, 2022, the Main Street Advisory Board reserves the right to review and accept other applications until Wednesday, September 1, 2022 by 5 pm with final approval from the city council.*

Submit Applications to: The Office of Economic Development
106 Temple St.
Villa Rica, GA 30180

***** Please note, if the event does not occur, the money granted must be returned to the City of Villa Rica*****

Eligible Activities

The City of Villa Rica believes that assisting local community-minded groups is an investment in the continued quality growth of the City. For this reason, the City views its financial assistance role as that of a catalyst, helping to augment and strengthen activities. Such activities that may be considered for funding include projects, festivals, special events, sporting events and programs that promote eligible tourism and cultural activities. All funded activities must take place within the Main Street Service Delivery Area.

Eligible Funding Entities

Those eligible for funding include local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code within the city limits of Villa Rica who can demonstrate that the eligible activity will promote and benefit the City. Activities ineligible for funding include any event that occurs outside the city limits of Villa Rica; private events that are closed to the general public; deficit or debt reduction; lobbying; building construction or renovation; and purchase of equipment or real property. These events would take place at The MILL Amphitheater located at 106 Temple St., Villa Rica, GA 30180.

Americans with Disabilities Act (ADA) Compliance

Applicants are required to hold their activities in physically accessible spaces, providing reasonable accommodation for persons with disabilities. All funded organizations must provide written statements that may include a diagram, describing their plan to provide an accessible space. Examples: restroom facilities, parking, unimpeded path to an event, etc.

Reporting Requirements

For 2022, every applicant must submit their application detailing activities, expenses and revenues associated with the project has to be submitted to the Office of Economic Development by Wednesday, April 28th by 5 pm. Each applicant is required to maintain accounts, accurate financial records and other evidence to justify costs incurred and revenues acquired relating to their project. Invoices and receipts are required. If, in the sole discretion of the City of Villa Rica, an applicant fails to adequately perform the services of any contract, the City has the right and authority to terminate the grant without further obligation. Project extensions will only be granted under extreme circumstances. Items to be included in the final report:

- Total project cost including detailed records of expenditures and revenues;
- Invoices and receipts to substantiate costs;
- Approximate number of participants and pictures of the event, to be submitted on electronic media such as a thumb drive, CD-ROM or DVD;
- Narrative outlining the impact of the project;
- SWOT analysis to evaluate the Strengths, Weaknesses, Opportunities, and Threats of the project. This form will be provided to applicants after approval of funding and execution of any agreements with the City.

**Please note, if the grant money is not all disbursed by April 28, 2022, the Main Street Advisory Board reserves the right to review and accept other applications until Wednesday, September 1, 2022 by 5 pm.*

Review Criteria

The Main Street Advisory Board will review and rate each application based on the established goals and the criteria listed below. The board members will vote to approve the applications and dollar amount each applicant will receive with a majority vote required for approval. The approved applications will be taken before City Council for final approval. The stated criteria are used by the City Council as a guide to evaluate projects. Since no project scope is exactly the same, the City Council has flexibility to determine which projects best fit the needs of the City. Applications seeking funding to cover 100% of project costs are less likely to be approved. The City Council is not obligated to award any funds or the amount requested on an application. The stated criteria (see below) are used by the City Council as a guide to evaluate projects.

Project

- Detailed project proposal
- Location and public facilities and resources needed
- Innovation and creativity of the project and marketing plan
- Ability to highlight community strengths and the diverse cultural life of the City

- Anticipated attendance broken out by City residents versus non-city residents
- Compliancy with the Americans with Disabilities Act
- List of City businesses or business organizations anticipated to be involved in event

Organization

- Organization's history, mission and stated goals
- List of individuals involved (specify paid or volunteer)
- Prior event experience and success of such programs

Budget

- Level of detail in budget proposal and projected revenue
- Cost for use of any City facilities or resources (buildings, pavilions, staff resources, police security, etc.) must be incorporated into any proposal. City staff will verify compliancy with all local and state laws as well as coordinate City facilities and resources.

Application Instructions

Applications with missing forms, attachments or incomplete documentation may not be considered. Please thoroughly familiarize yourself with the "Review Criteria" section above. Submit only one completed original application to the City by the stated deadline in the "Funding Source and Application Due Date" section above.

Section A: Applicant

1. Name: The name of the organization that will be responsible for the contract. If applying as an organization, give the name of the person to contact for additional information about the application.
2. Mailing Address: The complete mailing address.
3. Telephone Day/Evening: The numbers where applicant/contact person can be reached.
4. Email: The email address where applicant/contact person can be reached.
5. Fax (optional): The number where applicant/contact person can receive fax correspondence.
6. Status: The date of tax-exempt letter and date of incorporation in the State of Georgia.
7. Funding History with Villa Rica: Indicate Yes or No. If Yes, how much funding was awarded? Were there any funds left over? Indicate Yes or No. If Yes, how much?

Section B: Project

1. Project Title
2. Schedule: Calendar of events (if requesting public facilities, you must check on availability prior to applying).
3. Hours of Operation: Provide the start and end time for the event each day it will be operating.
4. Amount Requested: Provide amount requested in support of this project. Please note that applications seeking funding to cover 100% of project costs are less likely to be approved.
5. Funds Disbursement Date: Provide the date the funds are requested to be disbursed.

Section C: Certification

1. Authorized Official: Title and original signature of person authorized on behalf of organization to enter into a legal, binding agreement with the City of Villa Rica.

Section D: Project Narrative (attachments to the application are required)

1. Summarize the organization's mission and goals.
2. Discuss the staff/volunteer's qualifications and past work. Include the approximate number of staff or volunteers associated with the project.
3. Discuss prior project successes. This can include photographs.
4. Summarize the proposed project including innovative and creative tools/methods of promoting the project and strengths of the City as well as the location.
5. Discuss the approximate number of participants expected. If the proposed event has occurred in the past, detail the approximate number of participants.

Section E: Accessibility (attachments to the application are required)

1. Is the facility where the project(s) takes place physically accessible? If not, indicate plans to make it accessible and methods used to serve physically challenged participants. Provide a narrative and diagram, if appropriate.
2. Describe plans to meet the Americans with Disabilities Act requirements.

Section F: Project Budget (attachments to the application are required)

Provide a spreadsheet printout or similar chart. A sample budget has been attached to this application. Some of the items below may not apply to every project. Liability insurance may be required for each event.

1. Outside Fees and Services (Administrative, Technical and Professional Services): Show project specific payments to individuals and firms who are not normally considered employees of the applicant for services. Include fees for administrative, technical and professional services.
2. Space Rental: Show project specific payments for rental of office, rehearsal, theater, hall, gallery and other such spaces.
3. Travel: Show all costs for travel directly related to the project.
4. Marketing/Promotion and Printing: Show all costs for marketing/publicity/promotion specifically identified with the project. Do not include payments to individuals or firms that belong under "Personnel" or "Outside Fees and Services." Include the costs of newspaper, radio, television and internet/social media advertising, printing and mailing of brochures, flyers and posters, or other media types.
5. Remaining Operating Expenses-Equipment: Show equipment rental or purchases specifically related to the project.
6. Remaining Operating Expenses-Supplies: Show supply expenses including scripts, scores, lumber, nails, postage, photographic supplies, publications, sets, props, office supplies, etc.
7. Remaining Operating Expenses-Utilities: Show utility expenses including electricity, telephone, heating, etc.
8. Remaining Operating Expenses-Other: Show any additional operating expenses including insurance, non-structural renovations or improvements, permits, storage, shipping, hauling, etc.
9. Discuss revenue generated in past years or projected revenue.
10. Please note any other funding from other organizations.



Villa Rica Community Development Grant Program

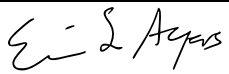
Section A: Applicant

- Name of Organization: Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc
Contact Person (if different than above): Shirley Marchman - Eric Ayers
- Mailing Address: 571 West Bankhead Hwy, Villa Rica, Ga 30180
- Telephone Day: 678-697-7684 / Eric Evening: 770-546-1971 / Shirley
- Email: profese@bellsouth.net 5. FAX (optional): _____
- Date of Tax-Exempt Number and date of Incorporation in Georgia: May 15, 2010 / May 20, 1993
- Number of Years in City of Villa Rica: 28 years
- Have you ever received funds from the City of Villa Rica? yes If Yes, most recent funding amount? \$10,000
Were there any residual funds at the completion of the project? no If Yes, how much? _____

Section B: Project

- Project Title: Thomas Dorsey Birthplace Music Festival
- Scheduled Start and End Dates: June 24 & 25
- Hours of Operation Each Day: All Day
- Amount Requested: \$10,000 5. Funds Disbursement Date: June 1, 2022

Section C: Certification

<u></u>	<u>March 15, 2022</u>
Signature of Authorized Official/Individual	Date
<u>Eric L. Ayers</u>	<u>President, Board of Directors</u>
Printed Name of Authorized Official/Individual	Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	\$300
Parking	
Security	\$500
Food	
Service Park & Rec setup/breakdown	\$800
Entertainment	
Speakers Sound & Lighting	\$6,000
Transportation	
Hotels	
Equipment rental	\$375
Barriers	
City Employee Wages	
Security	
Tables	\$75
Tents	\$100
Chairs	\$15
Concession	

Fireworks \$4,000

EXPENSES	AMOUNT \$
Printing	
Save-the-Date/Invitations/Tickets	
Brochures/Posters/Fliers/Press Packets	
Signage	
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography	
Total	\$10,000

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	
Sponsorships/Grants	
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	

NET INCOME (or LOSS)

Income less Expenses: \$ _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Community Development Grant Application-Villa Rica Lions Club for Taste of Villa Rica

AGENDA DATE: 4.12.22

DATE PREPARED: 3.31.22

PREPARED BY: Janet Chumley

AMOUNT: \$7375.00

GL ACCOUNT #: 73050

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals.

BACKGROUND: The core goal of the program is:

- To promote the City of Villa Rica within the City boundary and beyond.
- To provide support for local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City.
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City.
- To promote the businesses within the City.

NOTES: Villa Rica Golden City Lions Club has applied for the 2022 Villa Rica Community Development Grant requesting \$7375.00 to host the 2022 Taste of Villa Rica to be held Saturday, October 1, 2022 from 11 am – 4 pm at The MILL Amphitheater.

STAFF RECOMMENDATION: Staff recommends awarding the 2022 Villa Rica Community Development Grant to the Villa Rica Golden City Lions Club in the amount of \$7375.00 for the 2022 Taste of Villa Rica event to be held Saturday, October 1, 2022 at The MILL Amphitheater.

IMPACT: POSITIVE: Important financial assistance will be giving to programs that culturally and economically are beneficial to the City of Villa Rica.

MOTION: I move to approve the Villa Rica Golden City's Lions Club application for the 2022 Villa Rica Community Development Grant in the amount of \$7375.00 for the 2022 Taste of Villa Rica event.

A TASTE OF VILLA RICA II© 2022

Presented by the Golden City Lions Club and the Villa Rica Lions Club

Event Date: October 1, 2022 • Rain or Shine!



Dear A Taste of Villa Rica Participant,

We look forward to making A Taste of Villa Rica II("ATVR II") 2022 one of Carroll County's most successful events. ATVR II 2022 is presented by the Lions Clubs of Villa Rica. This event will bring together Villa Rica restaurants, vendors, local performers and hundreds of participants. All ATVR II proceeds will benefit the Villa Rica Lions Club and the Golden City Lions Club and their charitable missions.

Your organization's participation is critical to the success of this event and we are very grateful for your support.

The Lions Clubs of Villa Rica need your help to continue providing our citizens with assistance for the visually impaired by working with The Rapha Clinic, Community in Schools, READ Programs, Vision Rehabilitation Services, Free Eye Exams and Glasses, Georgia Camp for the Blind, Leader Dogs, Georgia Lions Lighthouse as well as local special project to support our community. We work with our local school system in locating students who qualify to attend the Georgia Camp for the Blind at no cost to the student's family. ATVR II 2022 will provide a wonderful opportunity for you to promote your business within our community while supporting a great cause.

It is important that you understand how your partnership and support will be used to better support our community. Currently, it takes an estimated \$15,000 - \$18,000 each year for the Lions Clubs to support the above mentioned organizations.

This year's event will take place on Saturday, October 1, 2022 from 11am until 4pm at THE MILL Amphitheater rain or shine.

Please complete the enclosed form, and return it with your check made payable to ATVR II 2022, and mail to ATVR II 2022 | P.O. Box 1945 | Villa Rica, GA 30180. If you have any questions or need further information, please feel free to send an email to southerndanceprecision@gmail.com. We want you to enjoy the benefit of participating in ATVR II 2022.

Sincerely,
ATVR II 2022 Committee



The Golden City Lions and the Villa Rica Lions clubs want to send out a HUGE

"THANK YOU"

to all of our vendors, restaurants and sponsors that participated in ATVR II 2021!

It was an awesome day and you are awesome supporters!



Villa Rica Community Development Grant Program

Section A: Applicant

1. Name of Organization: The Golden City Lions Club of Villa Rica
Contact Person (if different than above): Michael Young
2. Mailing Address: P.O. Box 1945, Villa Rica GA 30180
3. Telephone Day: 678-787-0398 Evening: 678-787-0398
4. Email: young5410@comcast.net 5. FAX (optional): _____
6. Date of Tax-Exempt Number and date of Incorporation in Georgia: EIN 30-0699682 2012
7. Number of Years in City of Villa Rica: _____
8. Have you ever received funds from the City of Villa Rica? Yes If Yes, most recent funding amount? \$6,970.00
Were there any residual funds at the completion of the project? No If Yes, how much? _____

Section B: Project

1. Project Title: A Taste of Villa Rica 2022
2. Scheduled Start and End Dates: October 1, 2022
3. Hours of Operation Each Day: 11:00 AM - 4:00 PM
4. Amount Requested: \$7,375.00 5. Funds Disbursement Date: August 1, 2022

Section C: Certification

_____ Signature of Authorized Official/Individual	<u>March 28, 2022</u> Date
<u>Michael R Young</u> Printed Name of Authorized Official/Individual	<u>Secretary, Golden City Lions Club</u> Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	\$375.00 for 5 hours
Parking	
Security	
Food	
Service	
Entertainment Opening Act	\$500.00
Speakers and Sound System	\$2,000.00
Transportation	
Hotels	
Equipment rental	
Barriers	30 @ \$300.00
City Employee Wages 1 Supervisor and 2 Tech	15 Manhours @ \$650.00
Security 2 Officers for 5 hours each	\$400.00
Tables	\$250.00
Tents	\$950.00
Chairs	\$100.00
Concession	\$100.00

EXPENSES	AMOUNT \$
Printing Table pyramids	\$300.00
Tickets	\$300.00
Brochures/Posters/Fliers/Press Packets	\$1,000.00
Signage	\$150.00
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography	
Total	7375.00

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	
Sponsorships/Grants	
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	

NET INCOME (or LOSS)

Income less Expenses: \$ _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Alcohol License Agreements with Uncorked on Main – 2022 concert series at The MILL Amphitheater.

AGENDA DATE: 4.12.22

DATE PREPARED: 3.28.22

PREPARED BY: Janet Chumley

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: none

BUDGETED ITEM? n/a

PURPOSE: License agreement with Uncorked on Main and the City of Villa Rica to provide the sale of beer and wine at the Villa Rica Main Street summer concert series for 2022 at The MILL Amphitheater.

The five events listed below are what we are asking approval for to serve beer and wine at The MILL Amphitheater:

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

BACKGROUND: Villa Rica Main Street is entering into a new partnership with Uncorked on Main in providing beer and wine for all alcohol approved events at The MILL Amphitheater. Staff did reach out to the Olive Tree, who have done it in the past, their wish was to take a year off from the agreement. Like Olive Tree, Uncorked on Main is a great community partner.

STAFF RECOMMENDATION: Staff recommends using Uncorked on Main be used for the purpose of providing beer and wine sales at the June 4, July 9, August 6 and September 9 Summer Concerts at The MILL Amphitheater.

IMPACT: The ability to serve beer and wine at The MILL Amphitheater enhances the experience of our concerts as the community has always requested us to serve alcohol during the concerts.

MOTION: I make a motion that we approve the license agreements with Uncorked on Main to be used for the purpose of providing beer and wine sales at the June 4, July 9, August 6 and September 9 Summer Concerts at The MILL Amphitheater.

2022 License Agreement

This License Agreement ("Agreement") made this 12th day of April by and between Uncorked on Main (the "Caterer") and the City of Villa Rica Georgia (the "City").

WHEREAS the City is sponsoring West Georgia Jazz Festival to be held at The Mill Amphitheater in Historic Downtown Villa Rica on Saturday, April 30th; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer's license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during West Georgia Jazz Festival; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services:

1. The City contracts to license Caterer to provide the sale of beer and wine at the West Georgia Jazz Festival to be held on Saturday, April 30th at The Mill Amphitheater in Downtown Villa Rica, GA.
2. Caterer agrees to provide said services for West Georgia Jazz Festival during a time to be agreed upon between Caterer and The Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.

8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the serviced to be provided

9. This License Agreement is conditioned upon the approval of West Georgia Jazz Festival by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.

10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 12th day of April.

CITY OF VILLA RICA

By: _____
Mayor Gil McDougal

Uncorked on Main
By: Melissa Garrett
Melissa Garrett

2022 License Agreement

This License Agreement ("Agreement") made this 12th day of April by and between Uncorked on Main (the "Caterer") and the City of Villa Rica Georgia (the "City").

WHEREAS the City is sponsoring a Summer Concert #1 to be held at The Mill Amphitheater in Historic Downtown Villa Rica on Saturday, June 4th; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer's license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #1; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #1 to be held on Saturday, June 4th at The Mill Amphitheater in Downtown Villa Rica, GA.
2. Caterer agrees to provide said services for Summer Concert #1 during a time to be agreed upon between Caterer and The Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

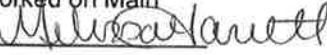
7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the serviced to be provided
9. This License Agreement is conditioned upon the approval of Summer Concert #1 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 12th day of April.

CITY OF VILLA RICA

By: _____
Mayor Gil McDougal

Uncorked on Main

By: 
Melissa Garrett

2022 License Agreement

This License Agreement ("Agreement") made this 12th day of April by and between Uncorked on Main (the "Caterer") and the City of Villa Rica Georgia (the "City").

WHEREAS the City is sponsoring Summer Concert #2 to be held at The Mill Amphitheater in Historic Downtown Villa Rica on Saturday, July 9th; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer's license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #2; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services:

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #2 to be held on Saturday, July 9th at The Mill Amphitheater in Downtown Villa Rica, GA.
2. Caterer agrees to provide said services for Summer Concert #2 during a time to be agreed upon between Caterer and The Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.

8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the serviced to be provided

9. This License Agreement is conditioned upon the approval of Summer Concert #2 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.

10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 12th day of April.

CITY OF VILLA RICA

By: _____
Mayor Gil McDougal

Uncorked on Main

By: 
Melissa Garrett

2022 License Agreement

This License Agreement ("Agreement") made this 12th day of April by and between Uncorked on Main (the "Caterer") and the City of Villa Rica Georgia (the "City").

WHEREAS the City is sponsoring Summer Concert #3 to be held at The Mill Amphitheater in Historic Downtown Villa Rica on Saturday, August 6th; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer's license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #3; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services:

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #3 to be held on Saturday, August 6th at The Mill Amphitheater in Downtown Villa Rica, GA.
2. Caterer agrees to provide said services for Summer Concert #3 during a time to be agreed upon between Caterer and The Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.

8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the serviced to be provided

9. This License Agreement is conditioned upon the approval of Summer Concert #3 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.

10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 12th day of April.

CITY OF VILLA RICA

By: _____
Mayor Gil McDougal

Uncorked on Main

By: Melissa Garrett
Melissa Garrett

2022 License Agreement

This License Agreement ("Agreement") made this 12th day of April by and between Uncorked on Main (the "Caterer") and the City of Villa Rica Georgia (the "City").

WHEREAS the City is sponsoring Gold Rush Summer Concert to be held at The Mill Amphitheater in Historic Downtown Villa Rica on Friday, September 9th; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer's license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Gold Rush Summer Concert; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services:

1. The City contracts to license Caterer to provide the sale of beer and wine at the Gold Rush Summer Concert to be held on Friday, September 9th at The Mill Amphitheater in Downtown Villa Rica, GA.
2. Caterer agrees to provide said services for Gold Rush Summer Concert during a time to be agreed upon between Caterer and The Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.

8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the serviced to be provided

9. This License Agreement is conditioned upon the approval of Gold Rush Summer Concert by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.

10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 12th day of April.

CITY OF VILLA RICA

By: _____
Mayor Gil McDougal

Uncorked on Main

By: 
Melissa Garrett



Agenda Item: _____

CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Atlanta Eats Proposal-Villa Rica Feature
AGENDA DATE: 3.28.21

DATE PREPARED: 4.12.22
PREPARED BY: Sharon Dupont

AMOUNT: \$109,000
GL ACCOUNT #: N/A
FUNDING SOURCE: CVB Board
BUDGETED ITEM? N/A

PURPOSE: To feature the City of Villa Rica's Downtown, Pine Mountain Gold Museum and The MILL Amphitheater on Atlanta Eats in a digital ad campaign that will help reach 142,907 tv viewers, 281,500 on social media, 1 million plus on YouTube, and over 1 million on atlantaeats.com to further help put Villa Rica on the map and promote all that we have to offer.

BACKGROUND: Tourism marketing is evolving into more digital formats. In order to continue to build the tourism market in Villa Rica, staff is seeking to enter into a contract with Stephen "Steak" Shapiro in featuring Villa Rica in an episode of his weekly show Atlanta Eats in over a six-month period. The feature will include three of Villa Rica's unique locally owned restaurants, Pine Mountain Gold Museum, and conversations with Mayor Gil McDougal. The Villa Rica CVB Board has voted to approve funding the cost of production.

STAFF RECOMMENDATION: Staff recommends the Villa Rica CVB enter into a contract agreement with Atlanta Eats and owner Stephen "Steak" Shapiro to build digital content for the City of Villa Rica, Main Street and the Pine Mountain Gold Museum in the amount of \$109,000.

IMPACT: Being featured on Atlanta Eats will provide digital exposure for the City of Villa Rica, it's attractions and events to a larger audience that has not been reached through print media.

MOTION: I move that the Villa Rica CVB enter into a contract agreement with Atlanta Eats and owner Stephen "Steak" Shapiro to build digital content for the City of Villa Rica, Main Street and the Pine Mountain Gold Museum in the amount of \$109,000.

Villa Rica

AN **AMAZING FIND**



Atlanta Eats TV Audience
142,907+ Per Week



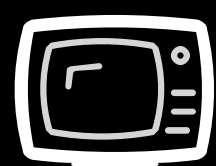
Instagram Audience
197,000+



Facebook Audience
60,057+



Twitter Audience
24,400+



Atlanta Eats TV Airings
Saturday 7:00-8:00pm
Sunday 10:30-11:30am
Monday-Friday 9:00-10:00am
on WPCH



AtlantaEats.com Audience
1,000,000+ Annual Views



Email Audience
51,000+ Contacts



YouTube Audience
1,007,400+ Video Views

ATLANTA EATS IS EVERYWHERE

Atlanta Eats is the premier resource for food enthusiasts across metro Atlanta. Our daily television show is driven by popular restaurant storytelling and incredibly high-quality video content. Over the last 7 years we've built what is now Atlanta's most impactful media food-centric brand.

Whether on our Emmy award-winning television show that airs one-hour a day, 365 days a year to radio partnerships, live food

events, influencer relationships, and aggressive digital/social media platforms—our ability to activate our business partners' brands is seamless by integrating them into the fabric of our programming.

From the TV show, to our regular weekly radio segment on Atlanta's #1 morning drive show, to our events, and more... Atlanta Eats is the trusted source for anything and everything food our city has to offer.

OBJECTIVES:

- Build a library of digital video assets for Villa Rica highlighting dining, entertainment, history and more to be utilized and created for multiple platforms (website, social media, blogs, etc.)
- Showcase the Villa Rica culinary scene with tasty and creative interstitial content.
- Promote the excitement coming from Villa Rica with numerous stories on the region as well as focusing on the burgeoning culinary scene across all Atlanta Eats channels and through a targeted digital campaign.

CHANNELS:

High quality content will be delivered across multiple broadcast, digital & social channels

MEDIA OWNERSHIP:

Villa Rica and individual restaurants to receive final video files as part of program to distribute for all future marketing / promotional purposes.





EAT, DRINK AND EXPERIENCE VILLA RICA

There are endless reasons to visit Villa Rica ... brunch, lunch, happy hour, date night, concerts, or just because hunger calls... the list could go on and on! And, so could your options for each occasion. Atlanta Eats will create videos featuring landmarks, entertainment destinations, the heart of the city and of course multiple restaurants including the can't miss dishes / cocktails / patios throughout Villa Rica.

Villa Rica is home to an impressive array of restaurants who will no doubt be big draws for new visitors throughout 2022. Therefore, in addition to the short-form video content that will be produced, Atlanta Eats will develop the Villa Rica episode by filming restaurant segments for Evans BBQ, Conchas Craving and Uncorked. We'll create the dedicated episode so that it gives full representation of everything Villa Rica has to offer and continue to keep the area top of mind for hungry Atlantans ready to discover Villa Rica!

PROGRAM SUMMARY

INVESTMENT: \$109,000 | 6 MONTHS



VIDEO PRODUCTION

- 1x (3-5 minute) signature long form video on Villa Rica including interview with Mayor and accompanying B-roll of amphitheater, restaurants, museum, and more!
- 1x (:45 second) sizzle video on Villa Rica created as cutdown from long form
- 3x (:45 seconds or less) short form videos on Entertainment, The Gold Museum and Food to be formatted for social media channels
- 3x (3-5 minutes) restaurant segments (Evans BBQ, Conchas Creations, and Uncorked)
- 3x days of filming on location in Villa Rica with 1x additional B-roll day at concert
- Creation of 1x Villa Rica dedicated Atlanta Eats episode (30 min) with all new footage
- All videos to be licensed to Villa Rica for promotional & marketing distribution into perpetuity

SOCIAL MEDIA PROMOTION

- Promotion and content distribution of videos to Atlanta Eats’ Instagram/Instagram Stories audience. **TOTAL: 8x IG/IG Stories**
- Promotion and content distribution of videos to the hungry followers of Atlanta Eats’ Facebook page. **TOTAL: 8x FB**
- Promotion and content distribution to Atlanta Eats’ dedicated followers on Twitter. **TOTAL: 8x TW**

DIGITAL PROMOTION

- 6x Inclusion in Atlanta Eats’ weekly email blast to 50,000+ subscribers
- 3x new Villa Rica restaurants permanently listed on Atlanta Eats Restaurant Finder accompanied by dedicated landing pages for each concept

TV / BROADCAST MEDIA

- 2x airings of Villa Rica Episode on Atlanta Eats in 2022 including opening with Steak Shapiro and Mayor as well as restaurant segments and short form videos.
- Each new restaurant filmed to air 4x minimum individual airings outside of Villa Rica dedicated episode, **TOTAL 18x airings of restaurant segments**





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Increase Officer Pay and Retention Bonus
AGENDA DATE: 4-12-2022

DATE PREPARED: 4-1-2022
PREPARED BY: Sarah Andrews

AMOUNT: \$81,728 (5 months of pay increase) + \$107,030 (retention bonus)
GL ACCOUNT #: Various Personnel Line Items
FUNDING SOURCE: General Fund, Police Dark Time + Increase in GF Revenue
BUDGETED ITEM? No

PURPOSE: To approve a \$2 per hour increase to officer pay and to approve a \$1 retention bonus for all officers.

BACKGROUND:

Recruitment and retention has become increasingly difficult for the police department. The change in public perception towards policing, the labor shortage, and the highly competitive market have hurt our department's ability to attract and keep qualified officers. In an effort to improve the recruitment and retention for our police officers, we are recommending a \$2 per hour increase for officers from recruit to captain.

Currently, a new certified officer for Villa Rica makes \$19.31 an hour or \$43,177 per year.
This proposed increase would bring us to \$47,671.

- Douglasville is now advertising \$50,031 for certified officers.
- Douglas County is offering \$48,353 for certified deputies.
- Georgia State Patrol is offering \$47,350 for certified officers.
- Paulding County is offering \$47,523 for deputies and \$43,053 for jailers.
- Acworth is offering \$48,297 for certified officers.
- Peachtree City is offering \$49,121 for certified officers.

In addition, we are recommending a retention bonus equal to \$1 per hour for each of their total expected annual hours. This would be between \$2,080 and \$2,236 for most officers and will be available for recruit to chief.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve a \$2 per hour increase in pay for recruits to sergeants; as well as a \$1 per hour retention bonus for recruits to chief, both effective May 1, 2022.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Cell Phones for City Council
AGENDA DATE: April 12, 2022

DATE PREPARED: March 30, 2022
PREPARED BY: Jim Chambers

AMOUNT: \$509.88 to \$1,343.94 for Equipment / \$3,127.68 Annual Service
GL ACCOUNT #: 100-1110-523210 (Service)
100-1110-531600 (Equipment)

FUNDING SOURCE: Contingency
BUDGETED ITEM? No

PURPOSE: Provide the City Council and Mayor with City issued cell phones.

BACKGROUND: Information Technology was asked to prepare a breakdown of what it would cost for the Mayor and City Council to have City issued cell phones. Verizon is the current provider for cell phone service for the City. Using the prices quoted through that account an Apple Iphone 11 is \$49.99 per phone and a Samsung S20 is \$199.00 per phone. All City issued phones would need a protective case which would be \$34.99 per Iphone and \$24.99 per Samsung phone. Each phone line is \$43.44 per month. These prices give us a range of \$509.88 to \$1,343.94 for equipment and \$3,127.68 for annual phone service.

STAFF RECOMMENDATION: Approval

MOTION: I move to approve the purchase of a cell phone and protective case for the Mayor and each City Council Member as well as provide monthly service for those phones.

mb.verizonwireless.com/mbt/secure/index?appName=comm&transType=NSE&navtrk=globalnav:manage:adddevice#/device-compare

Site Administration Spiceworks Verizon Business Ac... Local Government... CivicPlus Platform ... Login ATRIUM - Doors

Wireless ThingSpace Location: Choose Location

Shop Manage Billing Reporting Support Welcome, Theresa Campbell

< Shop device Clear all

Device / Compare

Compare phones & devices



Apple iPhone 11
1yr contract
\$49.99

Select device



Samsung Galaxy S20 FE 5G UW
1yr contract
\$199.99

Select device

Battery life

amazon.com/OtterBox-Defender-Screenless-Rugged-iPhone/dp/B09NZ3GZ4X/ref=sr_1_5?crid=JZZFOCGMRO9R&keywords=iphone+11+defender&qid=1649691960&srefix=iphone+11+defender%2Caps%2C82&sr=8-5

Site Administration Spiceworks Verizon Business Ac... Local Government... CivicPlus Platform ... Login ATRIUM - Doors

prime Deliver to Theresa Villa Rica 30180 All iphone 11 defender Wholesale market

Buy Again Today's Deals Gift Cards Quantity Discounts Recommendations PPE for Work Savings Hub Help COVID-19 Supplies

Accessories Carrier Phones Unlocked Phones Alexa Built-in Phones Accessories Cases Wearable Technology Best Sellers Deals Trade-In All Electronics

Back to results



OtterBox Defender Screenless Series Rugged Case for iPhone 11 (NOT Pro/Pro Max) Case Only - Non-Retail Packaging - Purple Nebula - with Microbial Defense

Visit the OtterBox Store

★★★★★ 481 ratings | 7 answered questions

Price: \$34.97

Business Price **\$34.90** prime One-Day & FREE Returns

Best price **S+**

Thank you for being a Business Prime Member. Get \$200 off: Pay **\$0.00** ~~\$34.90~~ upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.

Color:	Purple Nebula
Compatible Phone Models:	iPhone 11
Brand:	OtterBox
Color:	Purple Nebula
Material:	Synthetic Rubber, Polycarbonate
Form Factor:	Case

About this item

- PREMIUM RUGGED DESIGN: Clean lines and a rugged grip have you covered for optimal form and function, port covers keep out dust and debris

Share

\$34.90 prime One-Day & FREE Returns

FREE delivery Tomorrow, April 12. Order within 6 hrs 28 mins

Deliver to Informa... - Villa Rica 30180

In Stock.

Buy more, get it as low as \$33.85

Quantity: 1

Add to Cart

Secure transaction

Sold by thePruneDanish and Fulfilled by Amazon.

Seller Credentials: 889 certification

Shows what's inside. To hide it, choose **Ship in Amazon Packaging** at Checkout.

Add a Protection Plan:

☐ 2-Year Protection for \$14.99

☐ Add a gift receipt for easy returns

amazon.com/OtterBox-DEFENDER-SCREENLESS-Case-Galaxy/dp/B083R595VJ/ref=sr_1_37?crid=IT8ZGOIWWTSNP&keywords=s20+defender&qid=1649692010&srefix=s20+defender%2Caps%2C75&sr=8-3

Site AdministrationSpiceworksVerizon Business Ac...Local Government...CivicPlus Platform...LoginATRIUM - Doors

prime

Deliver to Theresa Villa Rica 30180

Alls20 defender

Wholesale made ea

Buy AgainToday's DealsGift CardsQuantity DiscountsRecommendationsPPE for WorkSavings HubHelpCOVID-19 Supplies

ENHello, TheresaAccount for City of Villa RicaListsBusiness

ccessoriesCarrier PhonesUnlocked PhonesAlexa Built-in PhonesAccessoriesCasesWearable TechnologyBest SellersDealsTrade-InAll Electronics

Back to results



OTTERBOX DEFENDER SERIES
SCREENLESS EDITION Case for Galaxy
S20/Galaxy S20 5G (NOT COMPATIBLE
WITH GALAXY S20 FE) - BLACK

Visit the OtterBox Store

★★★★★6,009 ratings | 94 answered questions

List Price: \$59.95 Details

Price: **\$29.99** ✓prime & FREE Returns

You Save: \$29.96 (50%)

Searching *** S+

Thank you for being a Business Prime Member. Get \$200 off: Pay \$0.00 \$29.99 upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.

May be available at a lower price from other sellers, potentially without free Prime shipping.

Color: Black

\$29.99 ✓prime

\$28.60 ✓prime

\$40.00 ✓prime

Style: Case

Compatible Phone ModelsSamsung Galaxy S20

BrandOtterBox

ColorBlack

Special FeatureSolid Inner Shell

ThemeBlackq

Share

Buy new: \$29.99

✓prime & FREE Returns

FREE delivery **Wednesday, April 13.** Order within 11 hrs 28 mins

Deliver to Informa... - Villa Rica 30180

In Stock.

Qty: 1

Add to Cart

Secure transaction

Sold by Home & Above™ and Fulfilled by Amazon.

Add a Protection Plan:

☐ 2-Year Protection for \$14.99

☐ Add a gift receipt for easy returns

Save with Used - Like New \$12.84

✓prime One-Day

FREE delivery: Tomorrow

Ships from: Amazon

amazon.com...



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Fireworks – July 3rd Fireworks Display Extravaganza
AGENDA DATE: April 12, 2022

DATE PREPARED: March 31, 2022
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$28,000
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, & Leisure Services Department is requesting approval of a vendor to provide the fireworks display for the annual July 3rd Fireworks show.

BACKGROUND: The Department sought competitive bids for the provision of fireworks display services for the city's annual July 3rd Fireworks Display. This event has provided many years of enjoyment for local and neighboring families during past Independence Day celebrations.

The city received one bid.

STAFF RECOMMENDATION: Approval of Pyro Shows/East Coast

IMPACT: Provides an Independence Day Fireworks show for local and neighboring families to enjoy and to show gratitude for our country's freedoms.

MOTION: I move to approve Pyro Show/East Coast as the vendor to provide a July 3rd Fireworks Display event for the City of Villa Rica.



REQUEST FOR PROPOSAL – FIREWORKS

PROPOSAL NUMBER: RFP 22-001PR | ISSUE DATE: March 2, 2022

The City of Villa Rica Parks & Recreation Department seeks sealed bids for its Sunday, July 3, 2022 Fireworks Display. Proposals must be received no later than **2:00 pm on Friday, March 18, 2022**

No late proposals will be accepted.

Send proposals to:

Villa Rica Recreation Department
Attn: Administrative Office, Gold Dust Park
Reference Proposal No. RFP 22-001PR
646 Industrial Blvd
Villa Rica, GA 30180

In determining the responsive and responsible bidder, in addition to price, the following may be taken into consideration:

- a) The ability, capacity and skill of the bidder to perform the contract.
- b) The character, integrity, reputation, judgment, experience and efficiency of the contractor.
- c) The quality of performance on previous contracts of similar size and budget.

For any questions, please email:

Tara Ivey, Administrative Manager

Email: tivey@villarica.org

No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks & Recreation Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled "**City of Villa Rica Parks & Recreation Department - Fireworks**".
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form
4. Complete City of Villa Rica vendor information packet, if not currently a vendor. Responsive documents are available online [Purchasing - City of Villa Rica, Georgia.pdf](#)
5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
6. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
7. List of 3 references including Company name, contact person, address, phone number and e-mail.
8. Termination of Contract: The City of Villa Rica may, at any time they deem necessary, terminate this agreements with thirty (30) calendar days written notice.
9. Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
10. Discounts: Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: RFP 22-001PR

City of Villa Rica Parks & Recreation Department: Fireworks

Name of Company submitting proposal:_____

Address of Company:_____

Contact Person:_____

E-mail Address:_____

Phone Number:_____

Cell Phone #:_____

Signature:_____ Date: _____

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Description:

- I. **INTENT:** It is the intent of the CITY to procure the services of a qualified CONTRACTOR(s) to shoot the fireworks display. The show is to be computer designed, musically choreographed and digitally fired, including expanded requirements for electrical firing systems and equipment. The standard for this provision is the “Fire One® system” or equivalent electronic firing system.
- II. **PERFORMANCE STANDARDS:** CONTRACTOR must:
 - a) Observe and comply with all of the current N.F.P.A. Code 1123 and the Georgia Building Code as adopted by Carroll County, and any changes to the codes enacted during the term of the contract. To include all updated regulations regarding displays.
 - b) Fire show by computer firing only. In the event of an electrical malfunction, vendor is to describe alternate firing methods that would be used to complete the show.
 - c) Provide, deliver and secure fireworks to the designated point of fire area.
 - d) All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. Boxes must be inventoried prior to set up.
- III. **TECHICIANS/PERSONNEL:** A minimum of two (2) licensed pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.
- IV. **TIME OF DISPLAY:** Display shall begin promptly at a time mutually agreed upon by the City and the Contractor. Typically, this time is 9:20pm. E.S.T.
- V. **CONTRACTOR RESPONSIBILITIES:** Contractor shall, at a minimum, ensure the following:

- a) Must be setup no later than 8:00 a.m. Sunday, July 3, 2022. The contract may begin setup the day before.
- b) Provide radio communications, including a minimum number radios for shooter, and designated CITY staff, for the day of the show beginning with the inventory check at 8:00 am, and maintain radio contact throughout the day. In addition, provide the shooter with a working cellular phone, and provide the designated CITY personnel with the cellular phone number.
- c) Provide to the designated CITY staff one week before the shoot, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
- d) Prior to the loading of the shells, provide an on-site inventory check of shells with assigned CITY staff at a mutually agreed upon time but no later than 12:00 noon on the day of the show. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.
- e) Provide to the CITY, as early as possible, but no less than three (3) weeks prior to the shoot, a copy of all applicable permits (fire, police, local and state approval).
- f) Provide compliance with all state and local requirements.
- g) Provide to the CITY a copy of the approved fireworks permit submitted to the Carroll County Probate Court, as early as possible, but no less than three (3) weeks prior to the shoot.
- h) Allow access of CONTRACTOR operations to the Carroll County Fire Marshall all times on the day of the display.
- i) Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.

VI. CITY RESPONSIBILITIES. The City shall, at a minimum, ensure the following:

- a) Police presence to be available for patrolling display area to maintain a safety zone around the shooting area.
- b) A member from the CITY Parks and Recreation staff to coordinate with the CONTRACTOR and act as a representative of the CITY on matters not directly relating to safety or regulations.
- c) A member of the CITY Parks and Recreation staff to count and inventory all shells prior to loading.
- d) This employee will verify the actual number of shells delivered vs. the proposed shell count submitted in this RFP.

VII. INCLEMENT WEATHER: In the event the show is completely canceled due to weather conditions, (as determined by CITY personnel) the CITY reserves the right to reschedule or to completely cancel the display. CONTRACTOR is to outline in CONTRACTOR's proposal what price, if any, CONTRACTOR may charge if show is postponed or completely cancelled due to weather conditions. The will be no rainout date.

VIII. BUDGET FOR DISPLAY: The city budget is set at \$23,000.00 for the display. Bidders may show total value that exceeds the \$23,000.00 budget but the total amount paid by the City to the Contractor

shall not exceed the budgeted amount.

- IX. **MINIMUM REQUIREMENTS OF DISPLAY:** The City is requesting a bid price as follows:
- a) A show is divided into four segments including an opening barrage, main body, false finale, and grand finale
 - b) A minimum of at least (200) 6” shells.
 - c) A minimum of at least (250) 5” shells.
 - d) A minimum of at least (250) 4” shells.
 - e) A variety of special effect shells including special effect barrage boxes, Saturn’s, smiley faces, etc.
 - f) A false ending prior to the grand finale.
 - g) Total should be based on a minimum number of 1400 shells **NOT TO INCLUDE** flashing strobes or reports. The majority of shells should fall in the range of 4” to 6” high-grade shells.
- Note: ***Vendors will not be disqualified if they cannot meet the shell count requested.***

Firing locations shall be from a minimum of four separate locations with the main battery located at the back in the center and with additional batteries located a minimum of 100’ in front of and flanking the main battery to the left and right. Some mortars shall be angled to the left and right of center to diminish the “white out” effect of a multitude of shells exploding in the same volatile air space.

- X. **INSURANCE REQUIREMENTS** – The selected *Fireworks Company* agrees to provide Liability Insurance containing contractual Indemnification Coverage in the amount of five million dollars (\$5,000,000.00), in addition to Worker’s Compensation Insurance for operators and crew members no later than thirty days prior to the scheduled event, naming the following on the Certificate of Insurance as Additional Insured:

City of Villa Rica	Carroll County
571 West Bankhead Highway	323 Newnan Street,
Villa Rica, GA 30180	Carrollton, GA 30117

- XI. **HOLD HARMLESS STATEMENT** – The following statement must be included in the accepted contract – *Fireworks Company (your name)* agrees to hold harmless, indemnify and defend the City of Villa Rica, the Parks & Recreation Department their officers, commissioners, employees, successors and assigns from and against any and all losses, costs, judgments, suits, liabilities, claims, demands and expenses (including reasonable attorney fees) incurred by any one or more of said indemnities and arising out of or connected with any personal injury, property damage or death resulting from the performance or malperformance of *Fireworks Company (your name)*, hereunder.

PART II

ADDITIONAL CONSIDERATIONS FOR AWARD/AWARD PROCEDURES

The contract award will be based on certain objective and subjective considerations listed below:

1. **PROGRAM SELECTION**: This section will be scored on the following criteria:
 - a) Total number of shells – including specialty colors and size of shells, variety and uniqueness of shells. A listing and descriptions of specific shells will be preferred.
 - b) Very limited number of three and four inch shells. (*see PART I, section IX*)
 - c) High quantity of special effects shells, i.e. multiple break shells, amount of shells per minute,

lack of dead air time.

- d) Length of show – **SHOW MUST BE AT LEAST 20 MINUTES DURATION.**
- e) Dead Spots – The maximum number of seconds with no shells exploding shall be by 5 seconds.
- f) Cancellation Policy.
- g) Meeting all specifications as outlined in Scope of Work. (Cakes, Roman Candles and other special effects will be taken into consideration but will not be calculated into the total shell count of the show)

2. **EXPERIENCE AND QUALIFICATIONS:** This section will be scored on the following criteria:

- a) Experience and qualifications of pyro-technicians, size of crew, and number of shooters onsite.
- b) Length and quality of company experience.
- c) Performance of other fireworks displays shows, including safety records.
- d) Prior failure (if any) to perform awarded contract.
- e) Previous material violations, if any, of federal, state, or local regulations.
- f) Specific references from the past three years with contact names, email addresses and phone number.

3. **ESTIMATED COST TO THE CITY:** This section will be scored on the following criteria:

- a) Price of display. (BUDGET: \$23,000)
- b) Price for postponement of show
- c) Price for cancellation of show

4. **SHOW VALUE:** This section will be scored on the following criteria:

- a) Total shells in opening barrage: (not including reports)
- b) Total shells in main body of show (not including reports)
- c) Total shells in false finale (not including reports)
- d) Total shells in finale (not including reports)
- e) Total number of 6” or larger shells (not including reports)
- f) Total number of 5” shells
- g) Total number of special effect shells as described in proposal (NOTE: If staff cannot determine and/or identify the effect, based on the contractor’s description in their proposal, the shell will not be counted as a special effect shell.

5. **FIRING SYSTEM AND CHOREOGRAPHY:**

- a) Musically choreographed in a studio with firing points built in to disc or storage device (Describe steps and procedures to be used)
- b) Computer fired using the “Fire One®” system or equivalent. (Describe/identify system to be used)
- c) Backup plan identified in the event of electronic failure

Each category will be evaluated for each proposer. Scoring shall be at the sole discretion of the evaluator(s) whose decision is final and not up for discussion or further interpretation. Bidders are therefore encouraged to be specific and concise with their descriptions. Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City based upon the information and references contained in the proposals as submitted. If necessary, the committees will then conduct discussions, for clarification purposes only and score the proposals. The committee will then make a recommendation to the City Council for award.

PART III

REQUIREMENTS OF THE PROPOSAL

Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

REFERENCES

Reference No. 1 of 3

Company Name:_____

Street Address:_____

City/State/ZIP code: _____

Primary Contact:_____

E-mail Address:_____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Company Name:_____

Street Address:_____

City/State/ZIP code:_____

Primary Contact:_____

E-mail Address:_____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Company Name:_____

Street Address:_____

City/State/ZIP code:_____

Primary Contact:_____

E-mail Address:_____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____



Villa Rica City of Villa Rica City of 7.3.2022 Sunday, July 03, 2022

\$28,000.00

MAIN BODY

SHELL SIZE	DEVICE		QUANTITY	TOTAL
19 x 1.25"	Cakes	Color Strobe Bombettes	6	114
36 x 1.25"	Cakes	Red Strobe w/Yellow Peony	3	108
49 x 1.25"	Cakes	Red & Blue Mines	3	147
100 x 1.25"	Cakes	Splendid Silver Tail	6	600
32 x 2.0"	Cakes	Multicolor Umbrella	2	64
36 x 2.0"	Cakes	Red, White, Blue Peony	3	108
36 x 2.5"	Cakes	Lemon Fushia Orange Silver Peony	2	72
3"	Aerial Shell		170	170
4"	Aerial Shell		171	171
5"	Aerial Shell		114	114
6"	Aerial Shell		99	99
MAIN BODY DEVICE TOTAL				1,767

FINALE

SHELL SIZE	DEVICE		QUANTITY	TOTAL
36 x 2.5"	Cakes	Finale Color or Salute	2	72
3"	Aerial Shells		240	240
5"	Aerial Shells		14	14
6"	Aerial Shells		12	12
TOTAL FINALE DEVICES				356

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	2,123
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SHOW NAME Villa Rica City of 7.3.2022
SHOW LOCATION 1605 Highway 61 Villa Rica, GA 30180
SHOW DATE Sunday, July 03, 2022
CUSTOMER BUDGET \$ 28,000.00

Direct Cost	Cost Amount	Percentage			
Gross Sales	28,000.00				
Sales Tax (-)	0.00				
Net Sales	28,000.00				
Shell Cost	12,400.00	44.29%			
Labor	0.00				
On Site	2,800.00	10.00%			
Travel	0.00	0.00%			
Taxes/Insurance	4,200.00	15.00%			
Food	0.00	0.00%			
Truck Rental	1300.00	4.64%			
Fuel	350.00	1.25%			
Airplane Tickets	0.00	0.00%			
Fire Watch	0.00	0.00%			
Motels	0.00	0.00%			
Choreography	1,050.00	3.75%			
Security	0.00	0.00%			
Permits	60.00	0.21%			
Net Profit	5,840.00	20.86%			

PYRO SHOWS EAST COAST, INC.
Contract Agreement

This Agreement made on Apr 5, 2022 by and between PYRO SHOWS EAST COAST INC., a South Carolina Corporation, whose address is 4625 Catawba River Road, Catawba, South Carolina 29704, and hereinafter referred to as "PYRO SHOWS" and Villa Rica City of with its principal place of business located at 571 W. BANKHEAD HWY VILLA RICA, GA 30180 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22-GA-07-03 -C-23000-000160-** dated **Apr 5, 2022**. The Show will be given on **July 3, 2022**. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of South Carolina, and any suit involving this contract shall be brought in the Courts of York County in the State of South Carolina, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Villa Rica City of shall pay PYRO SHOWS \$ 28,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 28,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 14,000.00) upon return of signed contract by **April 25, 2022**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- TAXES:** Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS EAST COAST, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

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

PYRO SHOWS EAST COAST, INC.

BY: _____
Jesse D. Salvesson, President

DATE: _____

CUSTOMER

BY: _____ **DATE:** _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Portable Restrooms for July 3rd Fireworks Display
AGENDA DATE: April 12, 2022

DATE PREPARED: March 31, 2022
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$3,200.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, & Leisure Services Department is requesting the approval of a Portable Restroom vendor to supply said product for the July 3rd Fireworks Display.

BACKGROUND: The department sought competitive bids for the portable restroom vendor; three bidders responded. This service is essential to the success of the event. Three bids were received by the city.

Bidder #1 – Pit Stop \$3,200

Bidder #2 – United Rentals (North GA), dba Reliable Onsite Services \$3,348

Bidder #3 – United Site Services of Florida, LLC \$3,370

STAFF RECOMMENDATION: Staff recommends Pit Stop as the successful bidder and subsequent service provider.

IMPACT: Improves the overall experience and enjoyment of the event.

MOTION: I move to approve Pit Stop as the vendor to provide on-site portable restroom & sanitary units during the event.

MANDATORY BID SUBMITTAL FORM

**BID NUMBER: Q22-003PR | July 3rd Portable Toilet Rentals
City of Villa Rica Parks, Recreation & Leisure Services**

Company Name: Hometown Portables LLC DBA Pit Stop

Street Address: 40 Burke Way

City/State/ZIP code: Hiram, GA 30141

Primary Contact: Amanda Roques

E-mail Address: amanda@pitstop-ga.com

Phone Number: (110) 439-2888

Cell Phone Number: (678) 207-8947

Signature: 

Date: 3/17/2022

REFERENCES

Reference No. 1 of 3

Company Name: Racing Solutions

Street Address: P.O. Box 408206

City/State/ZIP code: Atlanta, GA 31146

Primary Contact: Skip Breese

E-mail Address: racingsolutions@bellsouth.net

Phone Number: (770) 518-8002

Cell Phone Number: (404) 790-6161

Reference No. 2 of 3

Company Name: City of Marietta

Street Address: 205 Lawrence Street

City/State/ZIP code: Marietta, GA 30060

Primary Contact: Maggie Moss

E-mail Address: mmoss@mariettaga.gov

Phone Number: (770) 794-5609

Cell Phone Number: ()

Reference No. 3 of 3

Company Name: Pacesetters Road Race Consulting

Street Address: P.O. Box 81777

City/State/ZIP code: Atlanta, GA 30366

Primary Contact: Gary Jenkins

E-mail Address: pacesetr@bellsouth.net

Phone Number: (404) 313-7710

Cell Phone Number: ()



Pit Stop Sanitation Services
PO Box 1695
Powder Springs GA 30127
United States

Invoicing address:

City of Villa Rica
646 Industrial Boulevard
Villa Rica GA 30180
United States
☎ 678-840-1235

City of Villa Rica
646 Industrial Boulevard
Villa Rica GA 30180
United States

Shipping address:

City of Villa Rica, 1605 Georgia 61
1605 Georgia 61
Villa Rica GA 30180
United States
☎ 678-785-1095

Quotation # SO9998

Quotation Date:

03/17/2022 12:49:49

Salesperson:

Amanda
Roques

Payment Terms:

30 Net Days

DESCRIPTION	QUANTITY	UNIT PRICE	PER	TAXES	AMOUNT
Special Event Unit with hand sanitizer	22.000	70.00			\$ 1,540.00
ADA Accessible Unit with hand sanitizer	4.000	90.00			\$ 360.00
VIP Portable Restrooms with hand sanitizer	4.000	90.00			\$ 360.00
2022 Annual Fireworks: July 3rd Portable Toilet Rentals/Q22-003PR					
Delivery scheduled Saturday July 1, 2022 before 5pm					
Pick Up scheduled no later than Monday July 4, 2021 by noon					
Courtney Powell cpowell@villarica.org 678-785-1095					

Subtotal	\$ 2,260.00
Total	\$ 2,260.00

Payment terms: 30 Net Days

Optional Products

DESCRIPTION	QUANTITY	UNIT PRICE	PER	TAXES	AMOUNT
Sani-Stand	4.00	\$ 100.00			\$ 400.00
Deluxe Sink	4.00	\$ 135.00			\$ 540.00

MA24:01

REC-
2/21/22
AD 3/18/22

MANDATORY BID SUBMITTAL FORM

BID NUMBER: RFP 22-001PR

City of Villa Rica Parks & Recreation Department: Fireworks

Name of Company submitting proposal: United Rentals (North America), Inc. dba Reliable Onsite Services

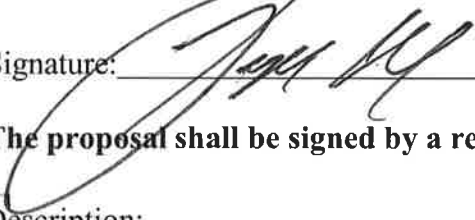
Address of Company: 5035 HIGHWAY 85 SOUTH: FOREST PARK, GA 30297

Contact Person: Taylor Hull – Branch Manager

E-mail Address: govrents@ur.com

Phone Number: 877-874-4468

Cell Phone #: 404-807-0968

Signature:  Date: 3-16-22

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Description:

- I. **INTENT:** It is the intent of the CITY to procure the services of a qualified CONTRACTOR(s) to shoot the fireworks display. The show is to be computer designed, musically choreographed and digitally fired, including expanded requirements for electrical firing systems and equipment. The standard for this provision is the "Fire One® system" or equivalent electronic firing system.
- II. **PERFORMANCE STANDARDS:** CONTRACTOR must:
 - a) Observe and comply with all of the current N.F.P.A. Code 1123 and the Georgia Building Code as adopted by Carroll County, and any changes to the codes enacted during the term of the contract. To include all updated regulations regarding displays.
 - b) Fire show by computer firing only. In the event of an electrical malfunction, vendor is to describe alternate firing methods that would be used to complete the show.
 - c) Provide, deliver and secure fireworks to the designated point of fire area.
 - d) All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. Boxes must be inventoried prior to set up.
- III. **TECHICIANS/PERSONNEL:** A minimum of two (2) licensed pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.
- IV. **TIME OF DISPLAY:** Display shall begin promptly at a time mutually agreed upon by the City and the Contractor. Typically, this time is 9:20pm. E.S.T.
- V. **CONTRACTOR RESPONSIBILITIES:** Contractor shall, at a minimum, ensure the following:



204053639

Job Site

JULY 3RD PORTABLE TOILET
646 INDUSTRIAL BLVD
VILLA RICA GA 30180-1032

Office: 770-459-3656 Job: 770-459-3656

VILLA RICA, CITY OF
ATTN: JULIA LUKE
571 WEST BANKHEAD HWY.
VILLA RICA GA 30180

Customer # : 250160
Quote Date : 03/11/22
Estimated Out : 07/02/22 12:00 PM
Estimated In : 07/05/22 12:00 PM
UR Job Loc : 646 INDUSTRIAL BLVD,
UR Job # : 28
Customer Job ID:
P.O. # : Q22-003PR
Ordered By : TARA IVEY
Written By : ANTHONY TUTTLE
Salesperson :

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
26	600/2410	STANDARD PORTABLE RESTROOM		99.00	99.00	99.00	2,574.00
4	600/2440	HANDICAP PORTABLE RESTROOM		125.00	125.00	125.00	500.00
Rental Subtotal:							3,074.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item	Price	Unit of Measure	Extended Amt.			
1	DELIVERY CHARGE	137.000	EACH	137.00			
1	PICKUP CHARGE	137.000	EACH	137.00			
Sales/Misc Subtotal:							274.00
Agreement Subtotal:							3,348.00
Estimated Total:							3,348.00

COMMENTS/NOTES:

CONTACT: TARA IVEY
DELIVER AND SETUP BY 5PM ON 7/2
PICKUP BY 12PM ON 7/5
ALL UNITS TO BE EVENT QUALITY
WE ALSO OFFER HANDWASH STATIONS IF NEED
062320-URI

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

REFERENCES

Reference No. 1 of 3

Company Name: Event Works

Street Address: 1400 W Marietta St NW

City/State/ZIP code: Atlanta, GA 30318

Primary Contact: Renee Roebuck

E-mail Address: rroebuck@eventworksrentals.com

Phone Number: (404) 574-6653

Cell Phone Number: () _____

Reference No. 2 of 3

Company Name: Legendary Events

Street Address: 1380 W Marietta St NW

City/State/ZIP code: Atlanta, GA 30318

Primary Contact: Tony Conway

E-mail Address: tconway@legendaryevents.com

Phone Number: (404) 869-8858

Cell Phone Number: ()

Reference No. 3 of 3

Company Name: ESPN

Street Address: 935 Middle St ESPN Plaza

City/State/ZIP code: Bristol, CT 06010

Primary Contact: Jayne Bonn

E-mail Address: jayne.abonn@espn.com

Phone Number: (860) 766-2070

Cell Phone Number: ()

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title **Branch Manager, Area General Manager or District Manager**, its true and lawful attorney-in-fact to:

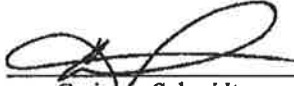
1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any **state and local government solicitations** provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and
2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Corporation might or could do, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a **Branch Manager, Area General Manager or District Manager** of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of January, 2022.

UNITED RENTALS (NORTH AMERICA), INC.

By: 

Name: Craig A. Schmidt

Title: Vice President - National Accounts

STATE OF New York)

COUNTY OF Queens)

ss.

On this 4th day of January, 2022, before me personally came Craig A. Schmidt, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he is the Vice President-National Accounts of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by him for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 4th day of January, 2022.



Notary Public

DANIEL R. LAVOIE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02LA6401276
Qualified in Queens County
Commission Expires December 09, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford CT 06902 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D: ACE Property & Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER E: North American Capacity Ins Co</td><td>25038</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Co.	20702	INSURER D: ACE Property & Casualty Insurance Co.	20699	INSURER E: North American Capacity Ins Co	25038	INSURER F:	
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INSURER E: North American Capacity Ins Co	25038														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570089480641**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XSLG72482529 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED ☐ SCHEDULED AUTOS ☐ AUTOS ONLY ☐ NON-OWNED ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY			ISA H25544080	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION			XEUG27905997007 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC68919988 AOS WLRC68920024 AZ CA MA	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Excess WC			WCUC68920061 WA SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER**CANCELLATION**

United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford, CT 06902 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570089480641			
CARRIER See Certificate Number: 570089480641	NAIC CODE 		
		EFFECTIVE DATE:	

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q22-003PR | July 3rd Portable Toilet Rentals
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: United Site Services of Florida, LLC

Street Address: 5655 Shirlee Industrial Way

City/State/ZIP code: Alpharetta, GA 30004

Primary Contact: Derek Reyes

E-mail Address: Derek.Reyes@unitedsiteservices.com

Phone Number: (678) 725-0541

Cell Phone Number: (N/A)

Signature:  _____

Date: 3/16/2022

REFERENCES

Reference No. 1 of 3

Company Name: City of Norcross

Street Address: 345 Lively Ave

City/State/ZIP code: Norcross, GA 30071

Primary Contact: Michael Jones

E-mail Address: Michael.Jones@norcrossga.net

Phone Number: (404) 473-0444

Cell Phone Number: (N/A)

Reference No. 2 of 3

Company Name: US Army

Street Address: 1 Camp Merrill Road

City/State/ZIP code: Dahlonega, GA 30533

Primary Contact: SSG Fernando Molina

E-mail Address: Fernando.a.molinaperez.mil@mail.mil

Phone Number: (706) 626-3942

Cell Phone Number: (N/A)

Reference No. 3 of 3

Company Name: City of Dunwoody

Street Address: 4800 Ashford Dunwoody Road

City/State/ZIP code: Dunwoody, GA 30338

Primary Contact: Gabe Neps

E-mail Address: gabe.neps@dunwoodyga.gov

Phone Number: (404) 426-1288

Cell Phone Number: (N/A)

United Site Services of Florida, LLC5655 Shirlee Industrial Way
ALPHARETTA, GA 30004**Salesperson Contact**

Derek Reyes

Mobile:

Office: +1 678-725-0541

Fax:

Derek.Reyes@unitedsiteservices.com

Site Service Quotation**Quote No.:** 414-2334635**Quote Date:** 03/14/22**Quote Expires:** 04/13/22**Sell To:** CITY OF VILLA RICA PARKS REC A
ND LEISURE SERVICES DEPT
Tara Ivey
646 INDUSTRIAL BLVD
VILLA RICA, GA 30180-1032**Ship To:** JULY 4TH CELEBRATION
CIVIC CENTER & SPORTS COMPLEX
10665 HIGHWAY 61
VILLA RICA, GA 30180**Cust. #:** USS-637625**Phone:** 678-785-1091**Attn:** TARA IVEY**Phone:** 678-785-1091**Terms:** Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Deluxe Restroom	EA	22	07/02/22	07/05/22	45.00	990.00 one time
Deluxe Restroom Service	EA	22	07/02/22	07/05/22	30.00	660.00 one time
Deluxe Restroom Subtotal:						1,650.00
ADA Wheelchair Accessible	EA	4	07/02/22	07/05/22	75.00	300.00 one time
ADA Wheelchair Accessible Svc	EA	4	07/02/22	07/05/22	40.00	160.00 one time
ADA Wheelchair Accessible Subtotal:						460.00
Ultra Flushable Restroom	EA	4	07/02/22	07/05/22	70.00	280.00 one time
Ultra Flushable Service	EA	4	07/02/22	07/05/22	95.00	380.00 one time
Ultra Flushable Restroom Subtotal:						660.00
Delivery, Setup, Removal	EA	1	07/02/22	07/05/22	600.00	600.00 one time

Total: 3,370.00

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

TERMS AND CONDITIONS

Rev. 5.6.09

1. Acceptance Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

2. Payment Terms All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. **All Company invoices are due and payable upon Customer's receipt of the invoice.** Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.

3. Service The Company offers servicing as an option on all portable restrooms.

4. Damage Waiver The Company offers a damage waiver program on certain Equipment. **Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions.** Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first Invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. **The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.**

5. Equipment Location Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

6. Equipment Responsibility Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAL, if applicable.

7. Equipment Contamination While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.

8. Liability Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

9. No Prorating Agreed upon rates are the complete billing periods and are not to be prorated.

10. Termination Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

11. Governance This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

12. Taxes & Fees Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

13. Additional Terms Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

14. Errors & Omissions Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

15. Conditional Payments Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com														
INSURED United Site Services of Florida, LLC 118 Flanders Road, Suite 1000 Westborough, MA 01581	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety National Casualty Corporation	15105	INSURER B: XL Specialty Insurance Company	37885	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** W24129600**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GL4057787	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA6675838	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00076933LI21A	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	LDS4047370	12/31/2021	12/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 12/29/2021 WITH ID: W23502798.

City of Villa is included as an Additional Insured as respects to General Liability, per written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Villa Rica
646 Industrial Blvd
Villa Rica, GA 30180

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 22328655

BATCH: 2445623

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2021

Policy No. GL 4057787

Endorsement No.

Named Insured UNITED SITE SERVICES, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur
in the mailing states that require countersignature)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2021

Policy No. CA6675838

Endorsement No.

Named Insured UNITED SITE SERVICES, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

**SPECIAL NOTICE OF CANCELLATION SERVICE
PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT**

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2021

Policy No. LDS4047370

Endorsement No.

Insured UNITED SITE SERVICES, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for Ratification of Emergency Repair of Brandywine Lift Station Pump #2

AGENDA DATE: April 12, 2022

DATE PREPARED: March 23, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 16,126.00

GL ACCOUNT #: 505-4330-541400

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: The ratification of engagement with Alabama Motor and Pump Service for the emergency rebuild of the Brandywine lift station pump #2.

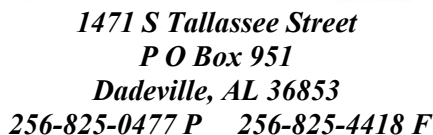
BACKGROUND: The lift station is a two pump system. When one pump failed it was imperative to get it repaired or replaced to provide redundancy and maintain operation.

STAFF RECOMMENDATION: Two quotes were received, with Alabama Motor and Pump Service rebuild being the lowest of the two quotes. Staff recommends engaging with the Alabama Motor and Pump Service for the rebuild of the pump #2, in the amount of \$ 16,126.00.

Vendor	Description	Cost
AMPS	Repair of pump model 3170.090	\$ 16,126.00
Flygt	Purchase of new pump model NP-3171.095	\$ 36,739.00

IMPACT: The pump rebuild provides redundancy and ensures that the lift station will continue to operate if the primary pump failed resulting in an overflow and potential regulatory violations.

MOTION: I move we engage Alabama Motor and Pump Service for the rebuild of Brandywine pump #2, in the amount of \$16,126.00



Date	Estimate #
3/8/22	122193

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

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

Item Code	Description	Qty	Price Each	Total
1050	Rebuild Flygt 30HP Sewage Pump 3170.090 1750-RPM 230/460V Job#12193	1	3,200.00	3,200.00
1062	Rewind Stator	1	2,500.00	2,500.00
1063	Rewind Stator Material	1	890.00	890.00
1068	Parts-Impeller	1	4,386.00	4,386.00
1068	Parts-Rebuild Kit	1	4,286.00	4,286.00
	Upper Bearing, Lower Bearing, Upper Mechanical Seal, Lower Mechanical Seal, O-Ring Kit			
1068	Parts-Stationary Wear Ring	1	275.00	275.00
1068	Parts-Rotating SS Wear Ring	1	589.00	589.00

Total	\$16,126.00
-------	-------------



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 14, 2022

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180-1726

Quote # 2022-ATL-0231
Project Name: City of Villa Rica
Job Name: REPL 3170.090-0280002

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Qty	Part Number	Description	Unit Price
1	3171.095-0074	Flygt Model NP-3171.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 30 HP 1750 RPM motor, 454 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 33,701.00
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	\$ 1,496.00

Price \$ 35,197.00

Total Price \$ 35,197.00

Freight Charge \$ 1,542.00

Total Price \$ 36,739.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the



jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of delivery: Freight PP/Line Item

Time of delivery: Approx. 12 working weeks after release of order.

Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals
Senior Technical Inside Sales III
Phone: 678-804-5692
Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-ATL-0231
Customer Name: CITY OF VILLA RICA
Job Name: REPL 3170.090-0280002
Total Amount: \$ 35,197.00
(excluding freight)

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: North Plant Disc Filter #1 Upgrade

AGENDA DATE: April 12, 2022

DATE PREPARED: March 23, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$28,523.89

GL ACCOUNT #: 505-4330-541300

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Aqua-Aerobic Systems, Inc. to upgrade electrical panel and replace filter cloth for Disc Filter #1 at the North Plant.

BACKGROUND: The disc filter system is designed to run automatically. When new piping was installed to Disc Filter #1, staff determined the existing electrical control panel needed to be updated to provide automatic capability to this filter. Also, it is recommended to replace the filter cloth.

STAFF RECOMMENDATION: Staff received one quote due to the fact, Aqua-Aerobic Systems, Inc. is a sole proprietor. Staff recommends engaging with Aqua-Aerobic Systems, Inc. for the upgrade of the control panel and the replacement of the filter cloth, in the amount of \$28,523.89.

Vendor	Description	Cost
Aqua-Aerobic Systems, Inc.	Upgrade of Disc Filter #1 electrical panel and the replacement filter cloth #2609819	\$28,523.89

IMPACT: The electrical panel upgrade, and the cloth filter replacement ensure appropriate operation of the disc filter and mitigates potential permit violations.

MOTION: I move we engage with Aqua-Aerobic Systems, Inc. for the upgrade of Disc Filter #1 in the amount of \$28,523.89



Aftermarket Proposal # 65230

TO: Villa Rica
9150 Conners Road.
Villa Rica, Georgia 30180
USA

PROJECT: VILLA RICA NORTH WWTP, GA
Villa Rica, GA
USA-MUN

ATN: Eric Broz

PROPOSAL DATE: March 23, 2022

CC: Templeton & Associates, Jon Baker

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order. ***Lead Time: 2 Business Weeks*** **Please note that our service schedule is currently operating at 10-12 business weeks from receipt of order.**			
1	Operator Interface, PV Plus 6 700, programmed, part # 2752360/PRGM	\$3,457.87	\$3,457.87
1	Processor, AB SLC5/05, part # 2700894/PROGM	\$15,383.87	\$15,383.87
1	Ethernet Switch, A-B 1783-US5T, part # 2754119	\$176.01	\$176.01
1	Power base, part # 2751942	\$166.79	\$166.79
1	Module, part # 2751934	\$21.65	\$21.65
1	Control unit, part # 2751939	\$101.70	\$101.70

1	AASI Field Service Technician on site for installation of the electrical parts listed in this proposal. **Installation of the cloth media by others.	\$3,000.00	\$3,000.00
24	Filter cloth, pile, OptiFiber PA2-13, nylon type, Part number 2609819. Not recommended for chlorine use	\$259.00	\$6,216.00

PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
3. State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.
4. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
5. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.
6. The filter will need to be operated manually by the customer during the controls upgrade. We would estimate that the manual operation would take one 8-hour day per control panel.
7. Note: If your Aqua-Disk filter is connected to a plant wide control system and you perform a controls upgrade, then modifications to your plant wide control system may be required to account for new PLC memory addresses in the Aqua-Disk filter controls, and plant wiring changes may be required as well.
8. The Aqua-Aerobic Systems Field Service technician will dispose of the existing controls equipment.
9. Any controls components not referenced in this proposal shall be reused.
10. Service to be scheduled during normal business hours.

Pricing Summary

Equipment and/or Accessories:	\$28,523.89
Total Job Price:	\$28,523.89

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

By:

Date:

Denise Uchacz

**Denise Uchacz, Aftermarket Sales Representative
Aqua-Aerobic Systems, Inc.**



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade

AGENDA DATE: April 12, 2022

DATE PREPARED: March 23, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 51,652.00

GL ACCOUNT #: 505-4115-541400

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Zile Technology for SCADA upgrade of six lift stations.

BACKGROUND: The existing SCADA is outdated (over 20 years old), no longer supported, and parts are extremely difficult to come by. The upgrade will discontinue the old UHF radio transmitting system with newer Cellular capability.

STAFF RECOMMENDATION: John Zile has been the original SCADA integrator for the entire Utility System for Villa Rica. As a result, he possesses a unique knowledge of the system. He currently has provided upgrades to the Water Plant, adjustments to the Wastewater system, and a new lift station. He also has been very responsive, and reliable; therefore, staff recommends engaging Zile Technology for the purchase and installation of Cellular SCADA for six lift stations in the amount of \$ 51,652.00.

Brand	Model	Cost per unit
SCADA	Cellular lift station RTU units	\$ 51,652.00

IMPACT: SCADA is a vital lifeline of communication to the lift stations and plant operations. Cellular provides greater reliability, capability, and broader band width.

MOTION: I move we engage Zile Technology for the purchase and installation of Cellular SCADA for six lift stations in the amount of \$ 51,652.00.



Date: March 25th, 2022

Quote #: 220214-1

To: Erick Broz

RE: Proposal to provide and install six (6) replacement lift station SCADA RTUs, and four (4) waste water rated submersible level transducers for the City of Villa Rica Waste Water Treatment Plant, with turnkey installation.

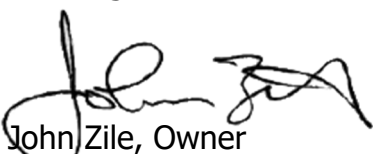
To provide six new lift station Scada RTUs, we are pleased to offer the following:

- Qty (6) New cellular lift station RTU units
 - o NEMA-4X FRP, pad-lockable, electrical enclosure
 - o Nonproprietary, Contemporary Design, With Surge Protection
 - o Allen-Bradley MicroLogix 1400 PLC, Programmed for Your Application
 - o PepWave MAX BR1 Mini Industrial-Grade 4G LTE Router
 - o Station I/O as Shown on Page 2
 - o Removal of the Old RTU & Installation & Startup of New RTU
 - o Reconnecting Existing Wiring to Lift Station Pump Control Panel
 - o Modifications to Existing Waste Treatment Wonderware Application
 - o One Year Cellular Service Included (\$419/year afterwards)
 - o One Year Warranty (excluding lightning/electrical surges & vandalism)
- Qty (4) Submersible Pressure Transducers
 - o Waste Water Treatment Rated, Equipped with "Bird Cage"
 - o 0-10 psi, 23.1 Ft. Range, Milliamp Analog Output
 - o Installation and Connection to SCADA

Total price for the products and services described above: \$ 51,652.00*

*The quoted pricing is valid for 60 days from the date of quotation.

Kind regards,


John Zile, Owner
Zile Technology, Inc.

Page 1

- Typical SCADA RTU (Remote Telemetry Unit) I/O -

Digital Inputs:

- DI 01 - Pump 1 Run Status
- DI 02 - Pump 1 Fault
- DI 03 - Pump 2 Run Status
- DI 04 - Pump 2 Fault
- DI 05 - Wet Well High Level
- DI 06 - Wet Well Low Level (Spare input where not available)
- DI 07 - Generator Running/Emergency Power (Spare input where not available)
- DI 08 - Generator Warning (Spare input where not available)
- DI 09 - Generator Fault (Spare input where not available)
- DI 10 - Power Fail/Phase Loss (Internal)

Digital Outputs:

- DO 01 - Disable Lift Station Pumps

Analog Inputs:

- AI 01 - Wet Well Level, Percent Full

Analog Outputs:

(None)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Final Plat for Twin Oaks Unit IIB

AGENDA DATE: April 12, 2022

DATE PREPARED: March 29, 2022

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

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: The purpose of this agenda item is for Mayor and City Council to approve the Final Plat for Twin Oaks Unit IIB.

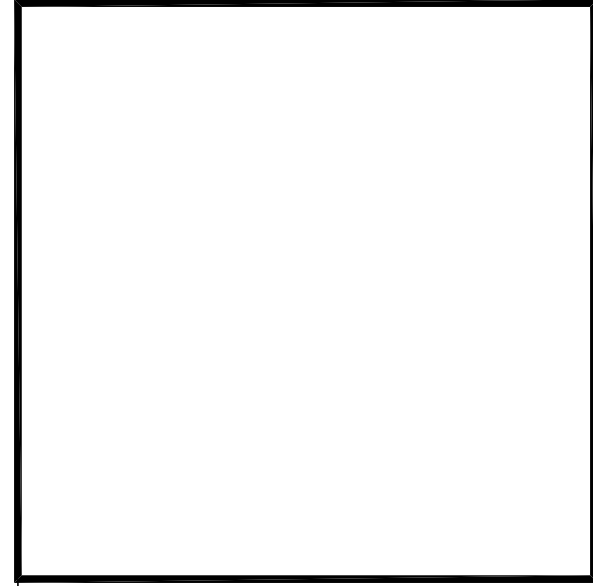
BACKGROUND: This phase of Twin Oaks Subdivision represents the last of the previously developed subdivisions that were left after the economic downturn in 2007-2008. This phase has 67 building lots and a new lift station. Work is now under way to complete the final items on the lift station punch list. The Plat has been reviewed for content, street light fees have been paid and the maintenance bond has been posted.

STAFF RECOMMENDATION: Staff recommends approval of the Plat.

IMPACT:

MOTION: I move to approve the Final Plat for Twin Oaks Unit IIB.

RECORDATION AREA



LOCATION
L.L. 130, 6th DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

OWNER/SUBDIVIDER
JLB DEVELOPMENT, INC.
JOHNNY BLANKENSHIP
P.O. BOX 1257
DOUGLASVILLE, GA. 30133
PHONE : 770-949-3045

FINAL PLAT FOR: TWIN OAKS UNIT 2B LOTS 9-75

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE PLAT SHOWN OF THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS, DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC IN PERPETUITY.

SUBDIVIDER _____ DATE _____
OWNER _____ DATE 04/13/21

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE", AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

AARON M. McCULLOUGH
GA. R.L.S. #2990
DATE 04/13/21

CITY OF VILLA RICA CERTIFICATE

IN ACCORDANCE WITH THE CITY OF VILLA RICA DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS PLAT IS GIVEN FINAL APPROVAL BY THE FOLLOWING OFFICIALS ON BEHALF OF THE CITY OF VILLA RICA:

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

PLANNING COMMISSION _____ DATE _____

MAYOR _____ DATE _____

SITE NOTES

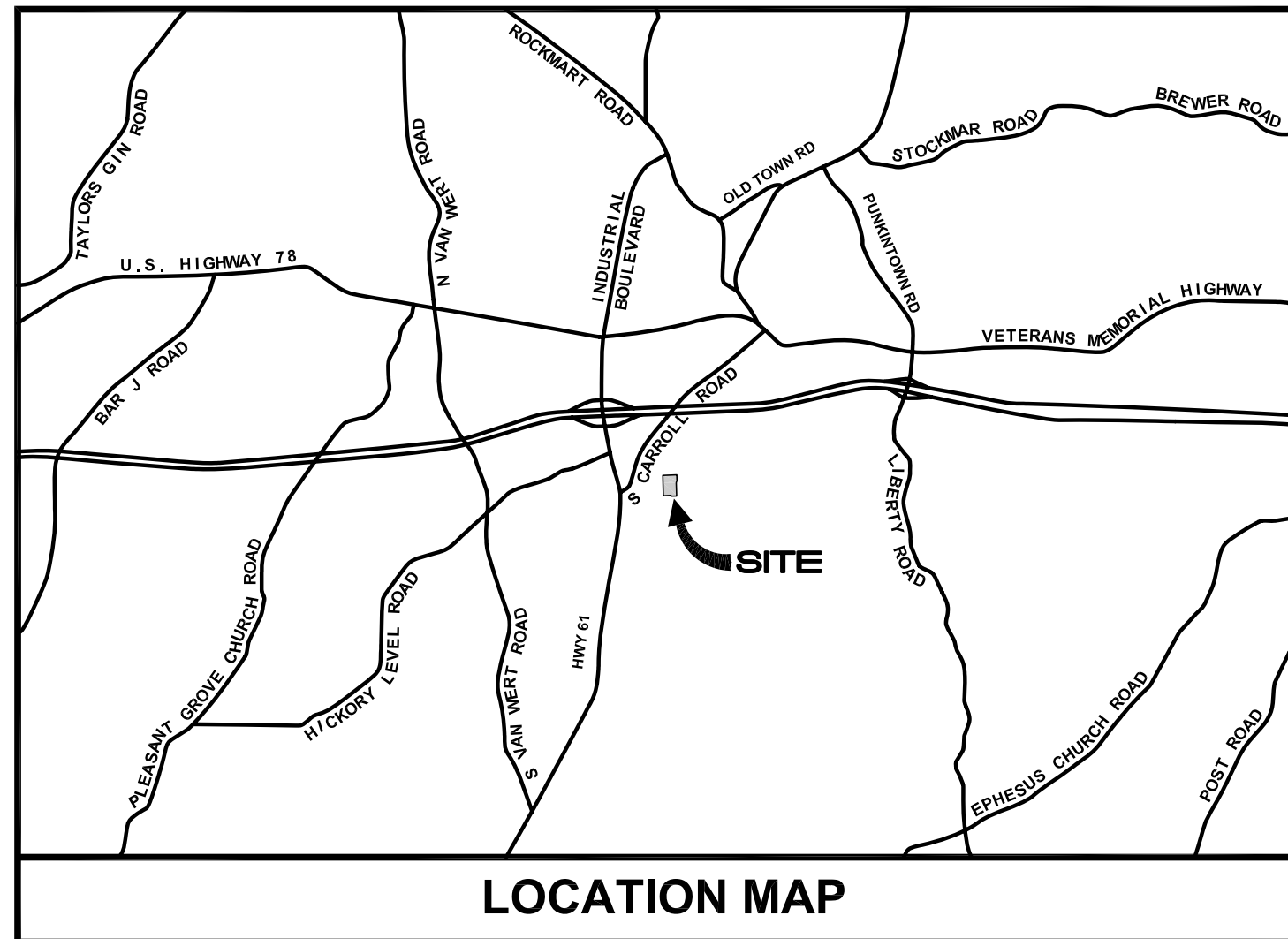
- CURRENT ZONING : PD
- TOTAL AREA OF TRACT = 24.82 acres
- TOTAL NO. OF LOTS SHOWN = 67 = 3.37 UNITS/AC.
- MIN. LOT SIZE = 10,000 SF, EXCEPT AS NOTED
- LOT WIDTH A MINIMUM BUILDING SETBACK LINE = 60'
- GREEN/OPEN SPACE SHOWN = 4.93 ACRES (THIS PHASE)
- MINIMUM HOUSE SIZE: 1,200 SF HEATED FLOOR SPACE
- FRONT BUILDING SETBACKS : 25'
- SIDE BUILDING SETBACK : 5'
- REAR BUILDING SETBACK : 20'
- ALL LOTS SERVED BY PUBLIC SANITARY SEWER SYSTEMS
- MINIMUM STREAM BUFFER OF 25' FROM TOP OF BANK APPLIES.
- THIS DEVELOPMENT IS LOCATED IN DOG RIVER WATER SUPPLY WATERSHED.
- THIS PROPERTY SERVED BY CITY OF VILLA RICA WATER SYSTEM.
- THIS PROPERTY IS LOCATED ON A PAVED ROAD (GREAT OAK PLACE)
- THIS PROPERTY IS PART OF A FORMER SUBDIVISION.
- THIS PROPERTY IS LOCATED IN A FLOOD PLAIN. (SEE NOTE)
- THIS PROPERTY IS NOT LOCATED IN A WETLAND AREA.
- THIS PROPERTY DOES NOT HAVE ANY BODIES OF WATER LOCATED WITHIN ITS BOUNDARIES.
- THIS PROPERTY HAS 2683 lf. OF DEDICATED PAVED ROADS.
- THIS PROPERTY IS NOT LOCATED IN A WATERSHED AREA.
- SIDEWALK SHOWN HEREON SHALL BE INSTALLED AT THE TIME OF HOUSE CONSTRUCTION.
- ALL DRAINAGE EASEMENTS SHALL BE CENTERED ON CONSTRUCTED STORM SEWERS.
- ALL DRAINAGE EASEMENTS OFF THE R/W SHALL BE MAINTAINED BY THE PROPERTY OWNER.

CLOSURE STATEMENT

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

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 500,000+ FEET.

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



LOCATION MAP

LEGEND

- ----- CALCULATED POINT
- ----- IRON PIN FOUND
- ----- IRON PIN SET (1/2" REBAR)
- ----- R/W MONUMENT
- P/L ----- PROPERTY LINE
- R/W ----- RIGHT OF WAY
- N/F ----- NOW OR FORMERLY
- B/L ----- BUILDING LINE
- OTP ----- OPEN TOP PIPE
- OT ----- DOUBLE WING CATCH BASIN
- D ----- HEADWALL
- ⊙ ----- JUNCTION BOX
- CMP ----- CORRUGATED METAL PIPE
- RCP ----- REINFORCED CONCRETE PIPE
- WM ----- WATER METER
- ⊗ ----- WATER VALVE
- ⊕ ----- FIRE HYDRANT
- ⊙ ----- SANITARY SEWER MH
- ⊙ ----- AIR RELEASE MH
- BOUNDARY LINE
- X---X--- FENCE
- SS---SS--- SANITARY SEWER LINE
- SD---SD--- STORM DRAIN LINE
- W--- WATER LINE

NOTE:
UNIT 2B
THE CITY OF VILLA RICA ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL DRAINS. DRAINAGE EASEMENTS NOT LOCATED WITHIN THE STREET RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

THIS PLAT RECORDED IN PLAT BOOK _____ PAGE _____.

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN A SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 3/15/2004, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED IN DEED BOOK 2632, PAGE 93.

UNITS 2A RECORDED IN PLAT BOOK 105 PAGE 14-15 .

GENERAL NOTES

- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- FLOOD STATEMENT: AS PER OFFICIAL FIRM MAP 13045C0158D DATED 9/19/2007 THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA (ZONE X AND ZONE A).
- HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.HughesRay.com



FINAL PLAT FOR:
**TWIN OAKS
UNIT 2B**
LOCATED IN LAND LOT 130
6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DATE: 13 APRIL 2021			DRAWING NO. Twin Oaks U2B FP_SM
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: SMM
1.	05-28-21	CITY COMMENTS	CHECKED BY: AMM
			JOB NO.: H04120
			SCALE: 1"=100'
			THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

RECORDATION AREA

TOTAL AREA
24.82 ACRES

As required by subsection (d) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Aaron M. McCullough (G.S. #2990)

05/28/21
DATE

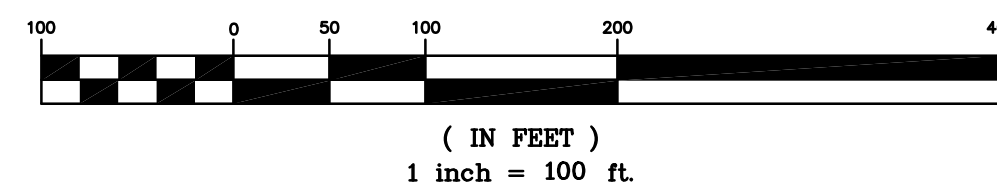
LEGEND

- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- P/L PROPERTY LINE
- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY
- B/L BUILDING LINE
- OTF OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- ▮ HEADWALL
- JUNCTION BOX
- CMP CORRUGATED METAL PIPE
- RCF REINFORCED CONCRETE PIPE
- ⊗ WATER METER
- ⊗ WATER VALVE
- ⊗ FIRE HYDRANT
- ⊗ SANITARY SEWER MH
- ⊗ AIR RELEASE MH
- BOUNDARY LINE
- FENCE
- SS SANITARY SEWER LINE
- SD STORM DRAIN LINE
- W WATER LINE

NOTE

* AVERAGE LOT SIZE FOR THE DEVELOPMENT
AVERAGES 10,180 SQUARE FEET.

GRAPHIC SCALE



CURVE TABLE				
CURVE	LENGTH	RADIUS	CH. BEARING	CH. DISTANCE
C1	12.82'	14.00'	N81°47'54"E	12.37'
C2	53.97'	50.00'	N88°29'26"E	51.38'
C3	56.33'	50.00'	S50°18'51"E	53.40'
C4	59.11'	50.00'	S15°49'38"W	55.73'
C5	12.95'	14.00'	S23°11'04"W	12.50'
C6	12.82'	14.00'	S29°33'09"E	12.37'
C7	63.98'	50.00'	S19°07'18"E	59.70'
C8	40.87'	50.00'	S40°27'05"W	39.74'
C9	25.91'	50.00'	S79°12'37"W	25.62'
C10	30.47'	50.00'	N88°29'16"W	30.00'
C11	26.24'	50.00'	S35°59'42"W	25.94'
C12	61.17'	50.00'	N14°05'07"E	57.42'
C13	12.82'	14.00'	N22°34'12"E	12.37'
C14	21.66'	14.00'	N47°38'57"W	19.56'
C15	22.32'	14.00'	S42°10'33"W	20.03'
C16	45.63'	175.50'	S10°46'23"E	45.50'
C17	18.90'	14.00'	S56°54'12"E	17.50'
C18	67.84'	50.00'	S66°40'32"E	62.76'
C19	41.90'	50.00'	S08°09'36"W	40.68'
C20	48.52'	50.00'	S57°57'50"W	46.84'
C21	61.43'	50.00'	N6°44'37"E	49.19'
C22	14.91'	50.00'	N28°45'54"W	14.86'
C23	44.60'	225.50'	N12°31'18"W	44.53'
C24	14.03'	225.50'	N05°06'24"W	14.02'
C25	21.66'	14.00'	N47°38'57"W	19.56'
C26	21.91'	14.00'	S43°11'37"W	19.74'
C27	40.66'	175.50'	S08°16'31"E	40.57'
C28	62.76'	175.50'	S25°39'42"E	62.43'
C29	4.00'	224.50'	S34°53'28"E	4.00'
C30	62.12'	224.50'	S62°27'13"E	61.93'
C31	52.32'	224.50'	S11°50'59"E	52.20'
C32	61.76'	75.50'	S28°36'21"E	60.05'
C33	12.95'	14.00'	S78°13'24"E	12.50'
C34	64.18'	50.00'	S67°43'20"E	59.86'
C35	49.51'	50.00'	S02°35'00"E	47.51'
C36	50.23'	50.00'	S54°33'44"W	48.14'
C37	55.11'	50.00'	N65°04'57"W	52.36'
C38	29.60'	50.00'	N16°32'39"W	29.17'
C39	12.68'	14.00'	N25°48'12"W	12.25'
C40	18.05'	125.44'	N47°37'27"E	19.04'
C41	59.64'	125.50'	N28°38'38"W	59.08'
C42	23.82'	125.50'	N10°36'37"W	23.78'
C43	92.06'	174.50'	N20°17'14"W	91.00'
C44	88.59'	225.54'	N23°55'21"W	88.02'
C45	43.41'	225.50'	N07°09'14"W	43.34'
C46	22.07'	14.00'	N46°48'23"W	19.86'
C47	52.00'	200.00'	S10°46'23"E	51.85'
C48	117.85'	200.00'	S18°11'27"E	116.16'
C49	105.52'	200.00'	S20°17'14"E	104.30'
C50	81.80'	100.00'	S28°36'21"E	79.53'

LINE TABLE		
LINE	LENGTH	BEARING
L1	36.67'	N31°05'38"W
L2	19.24'	S84°42'41"W
L3	45.41'	N05°48'18"W
L4	30.58'	N49°05'36"W
L5	46.31'	N11°42'12"W
L6	12.91'	N78°17'48"E
L7	8.08'	N88°01'34"E
L8	1.67'	S03°19'28"E
L9	7.30'	S03°19'28"E
L10	8.72'	S03°19'28"E
L11	38.06'	S51°42'52"E
L12	6.82'	N35°24'05"W
L13	92.00'	N11°47'38"W
L14	24.26'	N78°17'48"E
L15	33.04'	N11°42'12"W

PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
WWW.HUGHESRAY.COM



FINAL PLAT FOR:
TWIN OAKS
UNIT 2B
LOCATED IN LAND LOT 130
6th DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DATE: 13 APRIL 2021			DRAWING NO. Twin Oaks U2B FP_SM
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: SMM
1.	05-28-21	CITY COMMENTS	CHECKED BY: AMM
			JOB NO.: H04120
			SCALE: 1"=100'
			THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of 2022 International HV607 Truck w/ Petersen Model TL3 - 24 Cubic Yard Grapple Body for Solid Waste Department

AGENDA DATE: 4/12/2022

DATE PREPARED: 3/30/2022

PREPARED BY: Charles Davis, Deputy Public Works Director / Fleet Manager

AMOUNT: \$184,414.00

GL ACCOUNT #: 540-4500-542500 (\$90,000.00) & 322-4500-542200 (\$96,144.00)

FUNDING SOURCE: SPLOST and Solid Waste Department

BUDGETED ITEM? No

PURPOSE: To replace the current 2008 grapple truck that is beyond its reliable mileage and hours of operation. Maintenance costs are exceeding the value of the vehicle, and it's becoming unreliable on a weekly basis.

BACKGROUND: Our current grapple truck was purchased used in November 2016, with high mileage, but at a reasonable cost, used by a City in South Florida. It was heavily used, but we did a lot of repair work to it so it could be a good test vehicle to be sure it met our needs. The plan was to see if it did increase productivity and safety, and then buy a new one the following year. We used to send 4 men out with a regular dump truck, and a pickup truck following every day, and all the lifting was done by hand to load the dump trucks. The grapple truck eliminated that issue, while greatly increasing the speed of running the daily solid waste routes, with less manpower.

STAFF RECOMMENDATION: To purchase the new grapple truck, of the same style and size as we currently have, to efficiently continue the ever-increasing scope of the solid waste pick up program. This the lowest bidder, and also the quickest build time as they have a 2022 truck chassis in stock. Delivery is within 5 months.

IMPACT: Current truck is causing delays in solid waste pickup production, and having expensive repairs weekly.

MOTION: I move to approve the purchase of a new 2022 International HV607 grapple truck, from the low bidder, Environmental Products Group, at a cost of \$186,144.00

TL-3 LIGHTNING LOADER®



WE BUILD LEGENDS®.



PETERSENIND.COM | 800.930.LOAD (5623)

LIGHTNING LOADER® AN AMERICAN LEGEND

The Lightning Loader® is the most envied, most desired, and most imitated grapple truck in the industry. We manufacture 95% of each unit in-house to guarantee quality. Each Lightning Loader® is built to provide maximum strength, durability, and reliability, so you can get the job done fast and free of headaches.

BUILT BY THE BEST



Whether you choose our standard lever controls or our patented QUADSTICK® (shown on back), know that they are the most durable & easiest to operate.

PI TL-3 LIGHTNING LOADER®

America's best American-made, Efficient, Dependable, and most importantly for jobs on solid waste removal, Backloading grapple trucks since 1957 and home to the original, industry-defining Lightning Loader.



BOOM-UP ALARM

Notifies the operator when the boom is over legal travel height with an audible buzzer and red light. The boom-up alarm has been a standard safety feature on our equipment for over a decade.

MINIMAL HOSE EXPOSURE

Steel hoses can snap on debris and obstructions. That's why we designed our "enclosed hose reel" system and a bucket with no hoses below the rotator.

SINGLE CYLINDER BUCKET

A large cylinder and manifold block keep hoses out of work areas, allows for a stronger bite force, and ensures that both sides always work together.

SCISSOR HOIST

The most stable hoist available for this application. Lifts 2 1/2 tons and is power up and down.

GREASELESS PROPORTIONAL CONTROLS

Whether you choose our standard lever controls or our patented QUADSTICK® (shown on back), know that they are the most durable & easiest to operate.

W-STYLE OUTRIGGERS

Horizontal and vertical outriggers act independently of each other. Allows the operator to custom place around obstructions and traffic patterns.

WHEELBASE

We specifically design our units to have the best turning radius and keep a comfortable operator platform.

HEAD & PEDESTAL ASSEMBLY

Our Head design is unique for the industry. We started with the Kingpost and rotator design 50 years ago and have stuck with it because of reliability, ease of maintenance, and simplicity.



HEAD

This heavy-duty piece of American ingenuity is stress-relieved prior to installation.



LOCK-ON-LEVER

Simply and effectively prevents vertical movement of the King post.



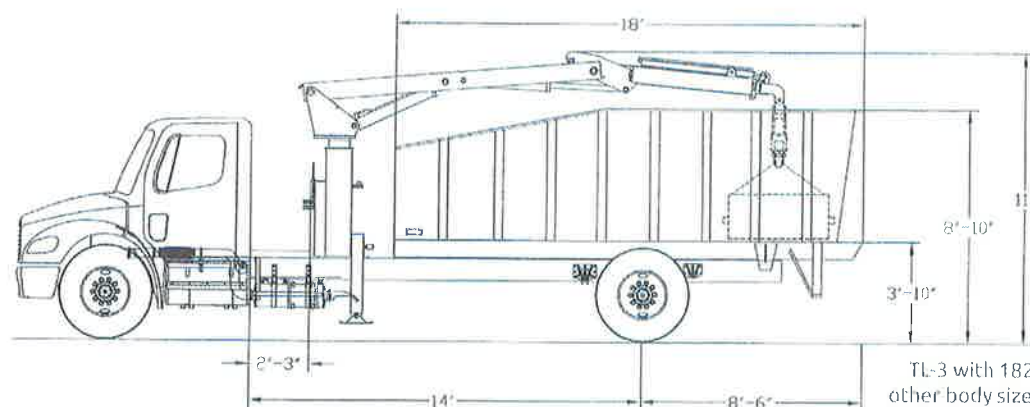
TORQUE ARM

The torque arm allows the pedestal to flex laterally, which helps to reduce stresses to the pedestal caused from dynamic forces from boom rotation. Without a torque arm the pedestal would be subjected to higher levels of stress caused by the rotational forces from sudden starts or stops from boom rotation.

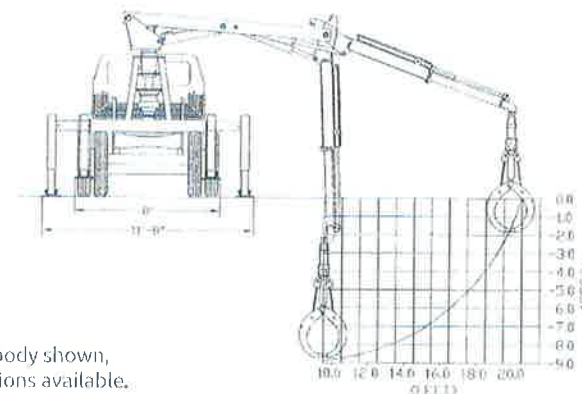


MAIN MAINTENANCE

We use mylon bearings in the bearing housing and a sealed planetary gear set to reduce maintenance time.



TL-3 with 1824 TBS body shown, other body sizes & options available.



SYSTEM DESCRIPTION:

The model TL-3 Lightning Loader® is a grapple loader mounted to a chassis from behind the cab, equipped with Petersen's standard trash bucket at the end of the boom. The loader operates from a fixed platform located behind the chassis cab. CNG Capable.

LIFT CAPACITY

Radius	Load Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

Note: Weight of attachment not subtracted from above listed lifting capacities. Trash bucket weighs 1,000 lbs. Capacities shown do not exceed 85% vehicle tipping moment (outriggers engaged, loader on firm, level ground.)

GENERAL SPECIFICATIONS

Reach	20 ft. 7 inches
● Main Boom & Tip Boom	16 ft. 7 inches
● Tip Extension	4 ft.
Tare Weight (empty)	23,000 lbs.
Outrigger Span	11 ft. 8 in.
Dump Body Hoist Capacity	23 tons

RECOMMENDED CHASSIS (MINIMUM)

Body Style	Conventional Cab
Cab-to-Axle Dimension	168", 186", 192"
Front Axle Rating	12,000 lbs. Minimum
Rear Axle Rating	21,000 lbs. Minimum
GVW Rating	33,000 lbs. Minimum
Frame	1,500,000 RBM
Frame Thickness	11/32" Minimum
Engine	230 HP Diesel
Transmission	Automatic**
Electrical	Remote engine & transmission connectors

*Always contact Petersen Industries for specific chassis requirements

**Tandem pump hydraulic system requires the transmission to handle 450 lb-ft on the PTO gear.

CONTROL OPTIONS:

Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility come standard on this model. QUADSTICK® mechanically linked dual joystick controls (left) are also an available option on the TL-3 and standard lever controls (right).



SCAN TO
LEARN MORE



4000 SR 60 West
Lake Wales, FL 33859

1.800.930.LOAD (5623)

LIGHTNING LOADER
PETERSEN
INDUSTRIES

PETERSENIND.COM

Contact Us Today To Learn More



4000 SR 60 West
Lake Wales, Florida 33859
(863) 676-1493 • (863) 676-6844
www.petersenind.com

Trash Lightning Loader® Warranty

Petersen Industries, Inc. ("Petersen") warrants each new Lightning Loader® and/or Trash Body it manufactures and each new part and component sold by Petersen (except those excluded by Section 5 below) to be free from defects in material and workmanship, provided the Lightning Loader® parts and components are operated and maintained in accordance with Petersen's published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

1. **Warranty:** This warranty is granted by Petersen Industries, Inc. 4000 SR 60 West, Lake Wales, Florida 33859. All warranty work must be accomplished by Petersen Industries, Inc. at its factory in Lake Wales, Florida or by such other facility specifically authorized by Petersen. All warranty work performed by a facility other than Petersen must be approved by Petersen in writing prior to commencement of said work.

2. **Parties to Whom Warranty is Extended:** This warranty shall be extended to any buyer and to any person to whom this product is transferred during the duration of this warranty.

3. **Duration of Warranty:** The time periods applicable to the warranty of the specified component parts of this Lightning Loader® are as follows:

- a) Lightning Loader® Major Structural Component Parts - 3 years
- b) Non-hydraulic Replacement Parts - 1 year
- c) Hydraulic Components - 1 year

4. Parts and component parts installed by Petersen are covered by this warranty except those parts and component parts excluded by Section 5 below.

5. **Parts and Components Not Covered:** The following parts and components are not covered by the warranty:

- a) any part or component not installed by Petersen Industries, Inc.;
- b) any part of the vehicle cab, chassis, tires or engine (any warranty of these parts and components is provided by the original manufacturer);
- c) any part or component that shall have been subject to misuse, negligence, or accident;
- d) any part or component that shall have deteriorated from extraordinary wear or exposure;
- e) expendable items that would normally be replaced within the warranty period (e.g. hydraulic hoses on end of boom, brake washers between bucket and boom, oil, filters, light bulbs).

6. **Procedure for Obtaining Performance Under this Warranty:** In order to qualify under this warranty, the owner must notify Petersen Industries, Inc. within thirty (30) days of discovery of the defect and promptly deliver the Lightning Loader® or defective part to Petersen Industries, Inc. at its factory in Lake Wales, Florida, or if requested by Petersen to such other authorized facility designated by Petersen.

Upon receipt of such Lightning Loader®, part or component, if it is found not to be defective in material or workmanship, Petersen shall notify the owner of such fact and request instructions for the return of such Lightning Loader®, part or component to the owner.

All costs of transporting Lightning Loader®(s) to and from Petersen Industries, Inc. or such other authorized facility designated by Petersen shall be paid by owner.

7. **Remedy:** If, within the duration of this warranty, a part or component covered by this warranty proves to be defective in material or workmanship, then the sole and exclusive remedy and Petersen's sole responsibility shall be at Petersen's option, the repairing of the defective part or component or replacing of the same. Parts and labor shall be at the expense of Petersen. The replacement part or component supplied pursuant to this warranty shall be warranted only for the remainder of the warranty period applicable to the defective part or component.

8. **Design Changes:** Petersen reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured.

9. **Exclusion and Disclaimers:** This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the Lightning Loader® in accordance with the published operating and maintenance instructions furnished by Petersen, unreasonable use, accidents, alteration or wear and tear.

[NO OTHER WARRANTY WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS GIVEN BY PETERSEN WITH RESPECT TO ANY NEW LIGHTNING LOADER®, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK, AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY PETERSEN BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY LIGHTNING LOADER®, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

In the event that the provision relieving Petersen of liability for negligence should for any reason be held ineffective, the remainder of this paragraph shall remain in full force and effect.

The obligation of Petersen set forth in Section 7 above shall be the exclusive remedy for any breach of warranty. In no event shall Petersen be liable for any general, consequential, or incidental damages relating to property damages or economic loss, including without limitation any damages for loss of use or loss of profits. No distributor, dealer, agent or employee of Petersen is authorized to extend any other or further warranty or incur any additional obligation on Petersen's behalf in connection with the sale of its products.



ENVIRONMENTAL
PRODUCTS GROUP

Bid #1 - Truck chassis in stock - 5 month build time

PROPOSAL SUMMARY

Prepared for:
Villa Rica, GA



Petersen TL-3 Loader

TL-3 Lightning Loader on a Heavy Duty Chassis



ENVIRONMENTAL
PRODUCTS GROUP

**Villa Rica, GA
3/24/22**

Petersen TL-3

Environmental Products would like to thank you for the opportunity to present the **Petersen TL-3**.

Environmental Products Group is the sole provider of Petersen Grapple Loaders in the State of Georgia, as well as many other leading industry product lines including: Vactor Sewer Cleaners, Labrie Refuse Equipment, Elgin Street Sweepers, Envirosight Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

Product Description

Petersen TL3 Grapple Lightning Loader with 24 Yard Body

Standard Features

- 24 Yard Body
- Heavy Duty Swing Motor
- Standard Bucket 60"
- Boom-Up Warning Light/Audible Alarm
- HD Control Box (Throttle, Engine Kill & Horn)
- Tandem Hydraulic Pump
- Loader Will Be Painted Orange, Body Will Be Painted Black
- Barn Style Rear Doors for Body
- Protective Wire Looming for Wiring
- LED Body Lights
- Manual Lever Controls
- Delivery and Training

Additional Features

- Quad Stick Mechanical Controls
- Strokes on Outrigger Legs
- Grating Heat Shield(IH Chassis)
- Hose Guards- Head & Valve Bank
- Self-Winding Tarp Load Cover System
- Amber LED Flashers in Rear Corner Post
- Rear Camera
- Toolbox

Chassis Options

- International HV607 Chassis, White
- Cummins 300 HP Engine
- Allison 3500 Automatic Transmission
- 33,000 GVW

Sale Price = \$186,414.00 (Delivery September 2022)

Signature

Date



ENVIRONMENTAL
PRODUCTS GROUP

Bid #2 - State Contract Price - 12 month build time.

PROPOSAL SUMMARY

Prepared for:
Villa Rica, GA



Petersen TL-3 Loader

TL-3 Lightning Loader on a Heavy Duty Chassis

Villa Rica, GA
3/24/22

Petersen TL-3

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- Amber LED Flashers in Rear Corner Post
- Rear Camera
- Toolbox

Chassis Options

•

Signature

Date

Prepared for:
Charles Davis
CITY OF VILLA RICA
571 W BANKHEAD HWY

VILLA RICA, GA 30180
Phone: 770-550-6099



Prepared by:
Joshua Little
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: 7704495300

STATE CONTRACT
99999-SPD-SPD0000155-0007

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @
1600 RPM, REFUSE
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE
12,000# MONO TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
6400MM (252 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
1950MM (77 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 81,789	\$ 81,789
EXTENDED WARRANTY		\$ 400	\$ 400
PETERSEN TL-3		\$ 108,410	\$ 108,410
CUSTOMER PRICE BEFORE TAX		\$ 190,599	\$ 190,599

TAXES AND FEES

1% STATE CONTRACT FEE	\$ 1,906	\$ 1,906
DOC FEE	\$ 200	\$ 200

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY)	\$ 192,705	\$ 192,705
-------------	------------------	------------	------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.





ENVIRONMENTAL
PRODUCTS GROUP

Bid #3 - Truck Chassis 16 months out - 2023 model

PROPOSAL SUMMARY

Prepared for:
Villa Rica, GA



Petersen TL-3 Loader

TL-3 Lightning Loader on a Heavy Duty Chassis



Villa Rica, GA

3/24/22

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- Grating Heat Shield(IH Chassis)
- Hose Guards- Head & Valve Bank
- Self-Winding Tarp Load Cover System
- Amber LED Flashers in Rear Corner Post
- Rear Camera
- Toolbox

Chassis Options

-

Signature

Date

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844



Quote No 20220698
Quote Date 3/28/2022
Page 1

Bill To

VILLA RICA, CITY OF (GA)
571 WEST BANKHEAD
VILLA RICA, GA 30180
US

Ship to

VILLA RICA, CITY OF (GA)
571 WEST BANKHEAD
VILLA RICA, GA 30180
US

END USER: Villa Rica, City of (GA)

Customer No	Slspsn	Payment terms
199	Nick Filer	COD
Loc	PPD/COL	Ship Date
LW	DRIVE AWAY	A.S.A.P.
Qty Ordered	UOM	Item No

Delivery Date: Q2-2023

Unit price	Disc	Extended price
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1.00	EA	LOADER	62,236.00	62,236.00
		AS CONFIGURED BELOW		

Feature/Kit Components- LOADER

1.00	EA	0.TL3	1.00	62,236.00
		MODEL TL3 BASE LOADER		
1.00	EA	03.11SAI	1.00	0.00
		HEAVY DUTY SWING MOTOR		
1.00	EA	03.12 STD HT PED	1.00	0.00
		STANDARD HEIGHT PEDESTAL		
1.00	EA	01.24	1.00	0.00
		GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)		
1.00	EA	10.16 HDHI	1.00	0.00
		HDHI OUTRIGGER STROBE		
1.00	EA	07.10SB60	1.00	0.00
		STANDARD BUCKET 60"		
1.00	EA	10.04 BUWL	1.00	0.00
		BOOM-UP WARNING LIGHT/AUDIBLE ALARM		
1.00	EA	12.05 HG	1.00	0.00
		HOSE GUARDS- HEAD & VALVE BANK		
1.00	EA	8.41 TB TFM	1.00	0.00
		TOOL BOX, TRUCK FRAME MOUNTED UNDER BODY (ADD-ON)		
1.00	EA	12.36 HD	1.00	0.00
		HD CONTROL BOX		
		THROTTLE ENGINE KILL & HORN		
1.00	EA	12.02 TP	1.00	0.00
		TANDEM PUMP IN LIEU OF SINGLE 18 GMP		
1.00	EA	11.02 LBPIO	1.00	0.00
		LOADER SINGLE COLOR PI ORANGE		

1.00	EA	8.0 DUMP BODY	40,918.00	40,918.00
		AS CONFIGURED BELOW		

Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.11 1824-TBS	1.00	40,918.00
		MODEL TB-1824 TRASH BODY		
		STANDARD 18FT X 24 CU. YD.		
1.00	EA	8.36 PISWLCD	1.00	0.00
		PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)		
1.00	EA	8.40 S-BD	1.00	0.00
		STANDARD BARN DOORS FOR BODY		
1.00	EA	8.47 WL-BW	1.00	0.00
		WIRE LOOM FOR BODY WIRING		

Quote

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4000 SR 60 W.
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Quote No 20220698
Quote Date 3/28/2022
Page 2

Bill To

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VILLA RICA, GA 30180
US

Ship to

VILLA RICA, CITY OF (GA)
571 WEST BANKHEAD
VILLA RICA, GA 30180
US

END USER: Villa Rica, City of (GA)

Customer No

199

Slpsn

Nick Filer

Payment terms

COD

Loc PPD/COL

LW

Ship via

DRIVE AWAY

Ship Date

A.S.A.P.

Delivery Date: Q2-2023

Qty Ordered

UOM Item No

Unit price Disc

Extended price

1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA	1.00	0.00
1.00	EA	10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00	0.00
1.00	EA	8.77ANSI ANSI Z245 PACKAGE	1.00	0.00
1.00	EA	8.76 RCMTL REAR CAMERA MOUNTED IN REAR MARKER LIGHT-TV-550	1.00	0.00
1.00	EA	11.02B BODY COLOR: BLACK	1.00	0.00

1.00	EA	CHASSIS-OTHER CHASSIS, FOR NEW LOADER 2023 International MV Cummins B6.7 300 HP 660 LB/FT Torque Allison 3500 RDS Automatic 33,000 GVWR	85,390.00	85,390.00
------	----	--	-----------	-----------

Charlie Davis / 770-550-6099

Signature

Date

SubTotal 188,544.00
Delivery 1,670.00
Tax 0.00
Total Quote 190,214.00

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Cancel \$450,000 Promissory Note and Forgive \$75,000 loan with DDA
AGENDA DATE: 4-12-2022

DATE PREPARED: 3-30-2022
PREPARED BY: Sarah Andrews

AMOUNT: Net, \$375,000
GL ACCOUNT #: 100-112810 and 100-112830
FUNDING SOURCE: General Fund
BUDGETED ITEM? n/a

PURPOSE: To cancel the \$450,000 promissory note between the City and the DDA for improvements at Butterball's and forgive the \$75,000 loan for the Butterball's roof.

BACKGROUND: On January 23, 2017, the Downtown Development Authority (DDA) signed a promissory note to the City for \$450,000 to be used for improvements at 121 W. Bankhead Hwy (Butterball's). The City still has fund balance committed for this purpose.

On July 2018, the City gave the DDA \$75,000 towards the Butterball's roof. Since the building is going to be demolished, the loan note should be cancelled.

STAFF RECOMMENDATION: Approval.

IMPACT: Will have a positive net impact of \$375,000 in the General Fund.

MOTION: I move to cancel the \$450,000 promissory note between the City and the Downtown Development Authority, and to forgive the \$75,000 loan for Butterball's roof.

PROMISSORY NOTE

Carroll County, Georgia

\$450,000.00

January 23, 2017

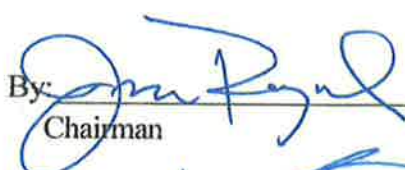
On or before the tenth (10th) anniversary of the date of this Note (the "Scheduled Maturity Date"), the undersigned VILLA RICA DOWNTOWN DEVELOPMENT AUTHORITY ("Borrower"), for value received, hereby promises to pay to the order of the CITY OF VILLA RICA (the "Lender") the principal sum of up to \$450,000.00, or such lesser amount advanced hereunder. All advances pursuant to this Note shall be endorsed from time to time on the Schedule of Advances attached hereto as Exhibit "A", but the failure to make such notations shall not affect the validity of the Borrower's obligation to repay unpaid principal and interest hereunder.

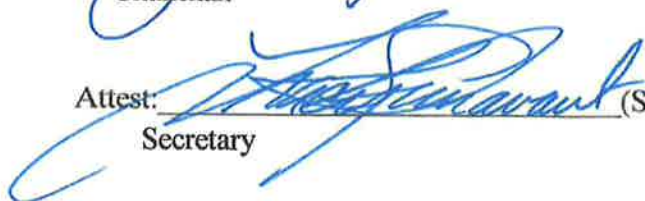
Interest shall accrue on advances under this Note at the simple rate of 3% on the outstanding principal balance.

This Note is associated with improvements to the real property located at 121 W. Bankhead Highway, Villa Rica, Georgia 30180 and being more particularly described on Exhibit "B" attached hereto and incorporated by reference herein.

Payments on this Note shall be made on or before the Scheduled Maturity Date. Any outstanding balance on principal or interest shall be due on the Scheduled Maturity Date. The term of this Note may be renewed if agreed to in writing by both parties.

VILLA RICA DOWNTOWN DEVELOPMENT
AUTHORITY

By:  (SEAL)
Chairman

Attest:  (SEAL)
Secretary

(Authority Seal)

EXHIBIT "A"

SCHEDULE OF ADVANCES

**Note from Villa Rica Downtown Development Authority
to City of Villa Rica**

<u>Date of Advance</u>	<u>Amount of Advance</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT "B"

Property Legal Description

All that tract or parcel of land lying and being in Land Lot 161 of the 6th District, in the City of Villa Rica, Carroll County, Georgia, and being the property shown and delineated on a survey entitled "Survey for: City of Villa Rica", dated February 17, 2016, prepared by Pioneer Land Surveying, certified by Lester E. Bell, Georgia Registered Land Surveyor No. 2935, a copy of which is recorded in Plat Book 101, page 161, Carroll County, Georgia, Public Real Estate Records, which survey and the record thereof are by reference incorporated herein. Said property is more particularly described as follows: BEGIN at an iron pin found (3/8" Rebar) located at the intersection of the west land lot line of Land Lot 161 and the north right-of-way of U. S. Hwy. 78, a/k/a W. Bankhead Highway, and from said POINT OF BEGINNING, leaving said right-of-way and running north 52 degrees 26 minutes 06 seconds east a distance of 209.21 feet to an iron pin found (1" Sq. Rod) on the southwesterly right-of-way of State Route 101 a/k/a W. Montgomery Street; thence running along the southwesterly right-of-way of State Route 101 a/k/a W. Montgomery Street south 38 degrees 12 minutes 55 seconds east a distance of 73.20 feet to an iron pin found; thence continuing along said right-of-way south 38 degrees 12 minutes 55 seconds east a distance of 140.20 feet to a nail set on the southwesterly right-of-way of State Route 101 a/k/a W. Montgomery Street; thence running along a curve to the right having a radius of 7.72 feet, a length of 20.27 feet, a chord distance of 14.93 feet on a bearing of south 36 degrees 59 minutes 38 seconds west to a nail set on the north right-of-way of U.S. Hwy. 78 a/k/a W. Bankhead Hwy.; thence running along the north right-of-way of U.S. Hwy 78 a/k/a W. Bankhead Hwy. along a curve to the left having a radius of 687.73 feet, a length of 225.87 feet, a chord distance of 224.85 feet on a bearing of north 77 degrees 12 minutes 20 seconds west to a concrete monument found; thence continuing along said right-of-way north 88 degrees 08 minutes 55 seconds west a distance of 69.63 feet to an iron pin found (3/8" Rebar) and the point of beginning.

City of Villa Rica
571 W BANKHEAD HWY

Account Inquiry - Detail
Periods: 01/18 - 09/18
Account: 100-112810 Revolving Loan - DDA

4/1/2022
Page: 1

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			12/31/2017 (12/17) Balance	.00	.00	50,000.00
*			01/31/2018 (01/18) Period Totals ***	.00	.00	50,000.00
*						
*			02/28/2018 (02/18) Period Totals ***	.00	.00	50,000.00
*						
*			03/31/2018 (03/18) Period Totals ***	.00	.00	50,000.00
*						
*			04/30/2018 (04/18) Period Totals ***	.00	.00	50,000.00
*						
*			05/31/2018 (05/18) Period Totals ***	.00	.00	50,000.00
*						
*			06/30/2018 (06/18) Period Totals ***	.00	.00	50,000.00
*						
07/12/2018*	AP	500.0001	DOWNTOWN DEVEL.AUTHORITY	75,000.00	.00	125,000.00
*			07/31/2018 (07/18) Period Totals ***	75,000.00	.00	125,000.00
*						
*			08/31/2018 (08/18) Period Totals ***	.00	.00	125,000.00
*						
*			09/30/2018 (09/18) Period Totals ***	.00	.00	125,000.00

Amount type: Actual
Display: Reference detail

The Downtown Development Authority of the City of Villa Rica met in a regular meeting held June 25, 2018 at 6:15 pm at the Holt-Bishop Municipal Center in downtown Villa Rica. Those present were Chairman Jerry Doyal, Directors: Carl Peabody, Charlene Gilmore, Kimberly Stovall and Bill Taylor, Secretary Tracy Dunnavant, Director of Economic Development Christopher Pike, Tourism and Main Street Program Coordinator Sharon Dupont, and Main Street Manager Janet Chumley, with no one else in attendance.

The meeting was called to order by Chairman Doyal at 6:15 p.m.

Consideration of Minutes:

The minutes of the April 23, 2018 meeting were unanimously approved with one correction – changing Pike’s title to “Director of Economic Development”.

Financial Report:

Peabody stated that there was around \$28,000 currently in the account. He mentioned that the DDA just approved a \$24,000 payment for the wayfinding project and added that they would not have enough to cover any additional payments without a reimbursement from the City for the welcome center roof expenditures.

Old Business:

Update on Welcome Center and Wayfinding Project Funding: Pike stated that he did not have any additional information for the members beyond what the Mayor stated at the last meeting. He suggested taking a vote to ask the Council via an official letter to reimburse the DDA for the \$78,189.73 that was spent on the roof. Taylor asked about the wayfinding project. Pike stated that it took a very long time for the Georgia Department of Transportation (GDOT) to give their approval. He added that their guidelines are pretty vague, which makes the process more difficult. Pike discussed which signs had been approved. He added that the City is located in two counties, which also contributed to the delays. Doyal asked about the third payment. Pike stated that the City was obligated to the project as well as the DDA. Peabody made motion to draft a letter requesting reimbursement from the City for the \$78,189.73 that the DDA spent on the welcome center roof. Seconded by Taylor. All in favor.

New Business:

Budget Request: Pike stated that he had asked for \$150,000 to be placed in the City’s budget for economic development. He said the Council cut that amount to \$100,000 which would serve as operating funds for the DDA.

Public Comment:

None.

Items for Future Agenda:

None.

Executive Session:

None.

Adjourn:

With no further business, the meeting adjourned at approximately 6:27 p.m.

Chairman

Secretary



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Renewal with GIRMA for Property & Liability Insurance
AGENDA DATE: 04/12/22

DATE PREPARED: 04/06/22
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT:
GL ACCOUNT #: ###-####-523100 (Liability Insurance accounts from all departments)
FUNDING SOURCE: Operating Budgets
BUDGETED ITEM? Yes

PURPOSE: To approve a renewal with Georgia Interlocal Risk Management Agency (GIRMA) for property & liability insurance for the period of May 1, 2022 to May 1, 2023.

BACKGROUND: The terms of the renewal are attached. This quote is \$300,416 which is 4% higher than the 2021-2022 quote of \$288,620.

The City's claims experience has improved which aided in the minimal increase in premium. The increase in premium is attributed to an increased budget, increased property values (\$7.6M), additional fleet, additional employees, and the new splash pad.

STAFF RECOMMENDATION: To approve the agreement with GIRMA for liability insurance.

IMPACT: Five (5) months of expenses (\$125,173) will be posted to the 2022 operating budget and seven (7) months (\$175,243) of the total will be posted to prepaid expense for the 2023 budget year.

MOTION: I make the motion that we approve the renewal with Georgia Interlocal Risk Management Agency for the period of May 1, 2022 to May 1, 2023 in the amount of \$300,416.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

VI2

571 West Bankhead Highway
Villa Rica, GA 30180

Coverage Period:

May-01-2022 to May-01-2023

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/5/2022

Administered by:

Lockton Companies

3280 Peachtree Road NE #250
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$10,000
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$5,000
Uninsured Motorist Deductible	\$2,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$5,000
Collision Deductible	\$5,000
Hired Physical Damage Deductible	\$5,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$5,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

Property	Limit of Liability
Total Insured Values	\$73,154,513
Blanket Building & Contents	\$71,286,765
Mobile Equipment	\$1,867,748
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$71,286,765
Ordinance or Law Limit	\$71,286,765
Hazardous Substance	\$250,000
Deductible	\$5,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$71,286,765
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

Cyber

Limit of Liability

Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage

Limit of Liability

Scheduled Limit	\$10,000
Deductible	Nil

Risk Management Services

Type of Service

Annual Contribution

Loss Control & Safety Training

On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included

Safety Grant

Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	

Employment Practices Help Line

Legal Advice	Included
--------------	----------

Property Appraisals

Building Valuations	Included
Contents and Historical Valuations	Included

Crisis Management

Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included
--	----------

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF VILLA RICA

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>	
General Liability	\$53,628	
Law Enforcement Liability – Before Credit	\$63,605	
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$12,721</i>	
Law Enforcement Liability – After Credit	\$50,884	
Public Officials Liability	\$47,983	
Automobile Liability	\$48,285	
Automobile Physical Damage	\$14,518	
Property – Buildings & Contents	\$89,642	
Mobile Equipment	\$2,358	
Police Animal Mortality	\$1,000	\$2,000
Crime / Fidelity	\$3,427	
Boiler & Machinery	\$7,763	
Uninsured Motorist	\$1,291	
Sub Total	\$320,779	\$321,779
Less Renewal Credit	\$21,363	
Total	\$299,416	\$300,416

Disclaimer:

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 169-186

AGENDA DATE: 04-12-2022

DATE PREPARED: 03-31-2022

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.

Grapple Truck for Sanitation & Solid Waste Fund

Total \$186,144. Using funds originally budgeted for a brush chipper (\$90k) plus transferring funds within Douglas SPLOST projects (from Pine Mountain Gold Museum park improvements) totaling \$96,144.

Source of Funds: Sanitation & Solid Waste Fund and Douglas SPLOST Fund

Item	Account Name	Account Type	Amount
169 540-4500-542500	Equipment	Expense	Decrease (90,000)
170 540-4500-542200	Vehicles	Expense	Increase 90,000
171 322-6172-541200	DSPLOST - Site Imprv - PMGM	Expense	Decrease (96,144)
172 322-4500-542200	DSPLOST - Vehicles	Expense	Increase 96,144

Downtown Development Authority Loan Forgiveness

DDA Loan Forgiveness described in separate agenda item @ CC Meeting 04/12/22

Source of Funds: Fund Balance

Item	Account Name	Account Type	Amount
173 100-381000	Use of Fund Balance	Revenue	Increase 75,000
174 100-7550-522210	Main Street	Expense	Increase 75,000

Archaeology Addendum for Historical Marker of Goldmine

Keck & Wood provided additional services - addendum to Villa Rica Bypass - Not GDOT Reimbursable

Source of Funds: Contingency

Item	Account Name	Account Type	Amount
175 100-1110-579100	Contingency	Expense	Decrease (8,000)
176 100-4210-531710	Operating Supplies	Expense	Increase 8,000

Additional Engineering Services for North Bypass

Keck & Wood provided additional engineering services - addendum to Villa Rica Bypass - Not GDOT Reimbursable - CC approved 12/21

Source of Funds: Contingency

Item	Account Name	Account Type	Amount
177 100-1110-579100	Contingency	Expense	Decrease (19,500)
178 100-9000-611021	Transfer to GF Capital Project Fund	Expense	Increase 19,500
179 350-391100	Transfers in to Capital Project Fund	Revenue	Increase 19,500
180 350-4210-541404	North Loop / Bypass	Expense	Increase 19,500

Villa Rica Bypass Roundabout - Engineering - GDOT Reimbursable

Keck & Wood provided engineering/design services for Villa Rica Bypass - GDOT Reimbursable

Source of Funds: GDOT Funding

Item	Account Name	Account Type	Amount
181 100-334110	GDOT Reimbursements	Revenue	Increase 9,837
182 100-9000-611021	Transfer to GF Capital Project Fund	Expense	Increase 9,837
183 350-391100	Transfers in to Capital Project Fund	Revenue	Increase 9,837
184 350-4210-541404	North Loop / Bypass	Expense	Increase 9,837

Police Donation

Funds will be used for team building/education/training.

Source of Funds: Donation

Item	Account Name	Account Type	Amount
185 100-371150	Donations	Revenue	Increase 500
186 100-3210-523700	Education & Training	Expense	Increase 500

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. 169-186, 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 _____, 2022.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support – RAISE Grant Program Application and 20% Match Commitment

AGENDA DATE: April 12, 2022

DATE PREPARED: March 16, 2022

PREPARED BY: Chris Montesinos, Director of Special Projects

AMOUNT: \$1,603,719.00

GL ACCOUNT #: TBD

FUNDING SOURCE: TBD

BUDGETED ITEM? No

PURPOSE: Resolution of Support – RAISE Grant Program Application and 20% Match Commitment - Villa Rica Transportation Reunification Program

BACKGROUND: The U.S. Department of Transportation has released a Notice of Funding Availability for the RAISE Grant Program – a beneficiary of last year’s congressional infrastructure bill. The City of Villa Rica has a number of transportation infrastructure projects to include the Mirror Lake Connector, the Cleghorn/N. Carrol Connector, upgrades to Anderson Road, Cleghorn Street, Darden Street, and a new 10” waterline on Anderson Road.

The geography and socioeconomic demography of the project area lend to a very competitive grant opportunity. The area is classified by HUD as a Historically Disadvantage Community – which provides extra consideration in the RAISE Program. The application also hit a number of threshold criteria including safety, environmental sustainability, quality of life, community connectivity, economic opportunity, and innovation.

The Villa Rica Transportation Reunification Program was established to reunify the roadway networks within and around a historically disadvantaged low-income minority neighborhood and the adjacent Mirror Lake Community and downtown Villa Rica. This new roadway network will include a direct link from Shoreline Drive/Mirror Lake Boulevard to Anderson, Cleghorn, and Darden Streets, and link the neighborhood to downtown Villa Rica through a North Carrol Road connector. The new roadway, currently identified as the Mirror Lake Connector would be built in the Complete Streets model, to include dedicated bike/pedestrian and separate golf cart paths linking into the rest of the city’s pedestrian path system.

A new water line on Cleghorn and Anderson Streets, which is integrated in the roadway network upgrade, will dramatically enhance low water pressure in the central-north and east sides of the city – providing greatly enhanced fire protection for thousands of inner-city residents.

The proposed water and roadway infrastructure improvements would directly benefit a historically disadvantaged area in the community by providing better access to employment opportunities and

healthier food choices. The Reunification Program will greatly enhance our crosstown transportation network, linking areas to the west in Carroll County to the eastern area of the city located in Douglas County. This upgraded roadway network will improve equity of access, reduce trip miles, and promote environmental resiliency.

Preliminary engineering and cost analysis have been conducted on the roadway improvement project. There is a Low-Income Housing Tax Credit (LIHTC) project being proposed at the apex of Cleghorn and Anderson in the center of the project area, which will address some of the areas affordable housing needs. The Arbor at Villa Rica will be a 9% LIHTC multifamily development with 192 affordable housing units. This will add to the “at need” community that the Villa Rica Transportation Reunification Program is intended to address.

STAFF RECOMMENDATION: No public hearing is necessary for this agenda item, and staff recommendation is for adoption.

IMPACT: If successful, this grant will cover 80% of the cost for most of the infrastructure improvement projects identified in the East Village Tax Allocation District (EVTAD) – that would be a tremendous savings in taxpayer dollars.

MOTION: I move to adopt the Resolution of Support for the 2022 RAISE Grant Program Application and 20% Match Commitment for the Villa Rica Transportation Reunification Program.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-01-2022

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 A RAISE GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE VILA RICA TRANSPORTATION REUNIFICATION PROGRAM.

WHEREAS: Federal grant funds are available through the U.S. Department of Transportation 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 Villa Rica Transportation Improvement Program; and

WHEREAS: The City of Villa Rica will request grant funds for \$6,434,878; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$1,603,719 – for a total project cost of \$8,018,597;

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 U.S Department of Transportation for the RAISE Grant Program;

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 12th day of April, 2022



City of Villa Rica, Georgia

TRANSPORTATION REUNIFICATION PROGRAM (TRP)



RAISE Grant 2022

US Department of Transportation





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Threads of the Past:
Exploring Fullerville's Textile History

Villa Rica History & Touring Plans
Courtesy of Sally Williams

Self-Guided Tour

The Villa Rica Spur
of
The West Georgia Textile Heritage Trail



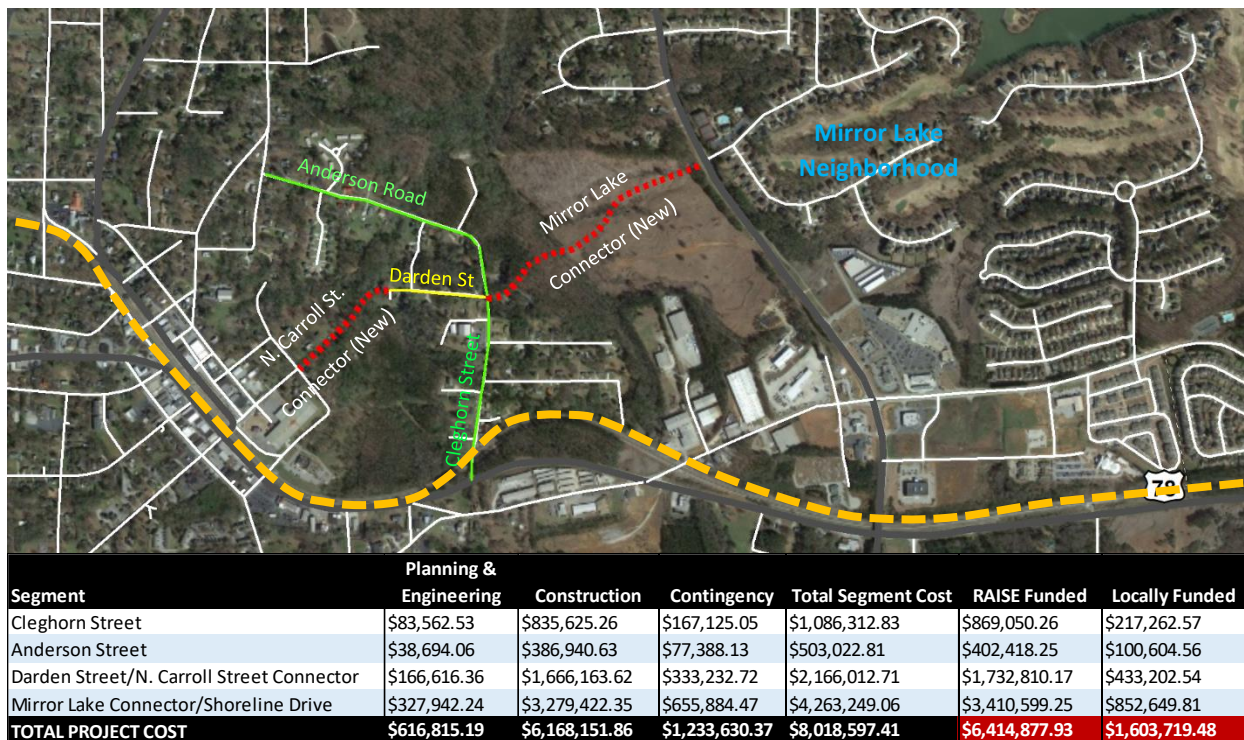
Villa Rica Transportation Reunification Program

I. PROJECT DESCRIPTION

The Villa Rica Transportation Reunification Program (TRP) was established to connect roadway networks between the Mirror Lake Community and downtown Villa Rica. The connector project will greatly benefit the residents of the Cleghorn-Anderson Community, a Historically Disadvantaged low-income minority neighborhood. This new roadway network will include a direct link from Shoreline Drive/Mirror Lake Boulevard to Anderson, Cleghorn, and Darden Streets, and link the neighborhood to downtown Villa Rica through a N. Carroll Road connector. The new roadway, currently identified as the Shoreline Connector will be built to the Complete Streets standard, to include dedicated bike/pedestrian and separate Personal Transportation Vehicles (PTVs) facilities connecting into the rest of the city's pedestrian path system.

A new water line on Cleghorn and Anderson Streets, which is integrated in the roadway network upgrade, will dramatically improve water pressure in the central-north and east sides of the city – providing greatly enhanced fire protection for thousands of inner-city residents.

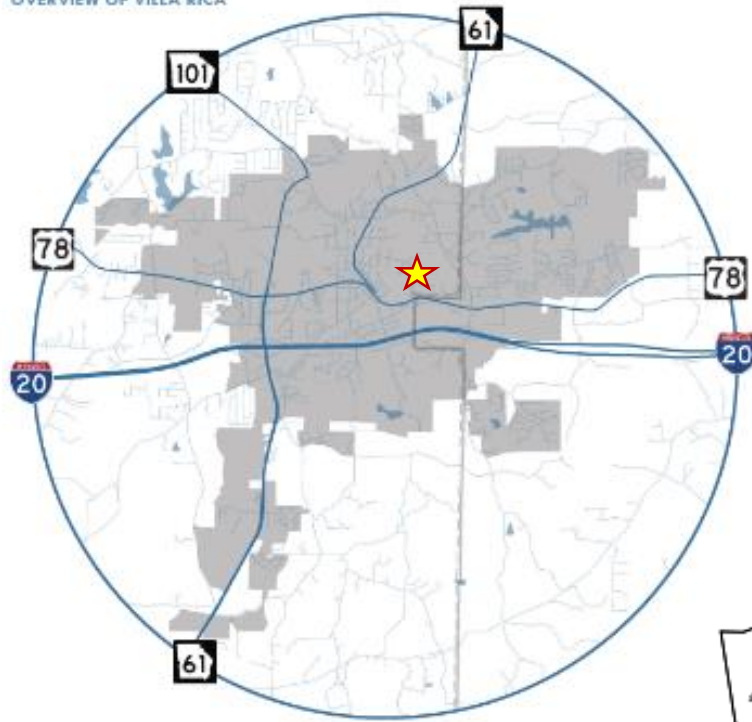
The proposed water and roadway infrastructure improvements would directly benefit a historically disadvantage area in the community by providing better access to employment opportunities and healthier food choices. The Transportation Reunification Program will greatly enhance our crosstown transportation network, linking areas to the west in Carroll County to the eastern area of the city located in Douglas County. This upgraded roadway network will improve equity of access, reduce trip miles, and promote environmental resiliency.



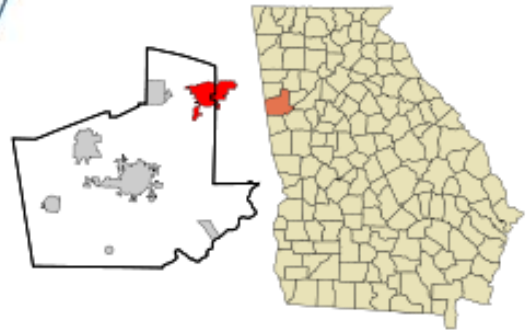
Villa Rica Transportation Reunification Program

PROJECT LOCATION/COMMUNITY PROFILE

OVERVIEW OF VILLA RICA



★ PROJECT AREA



TRENDS IN POPULATION

HISTORIC POPULATION OF VILLA RICA, 1880-2018

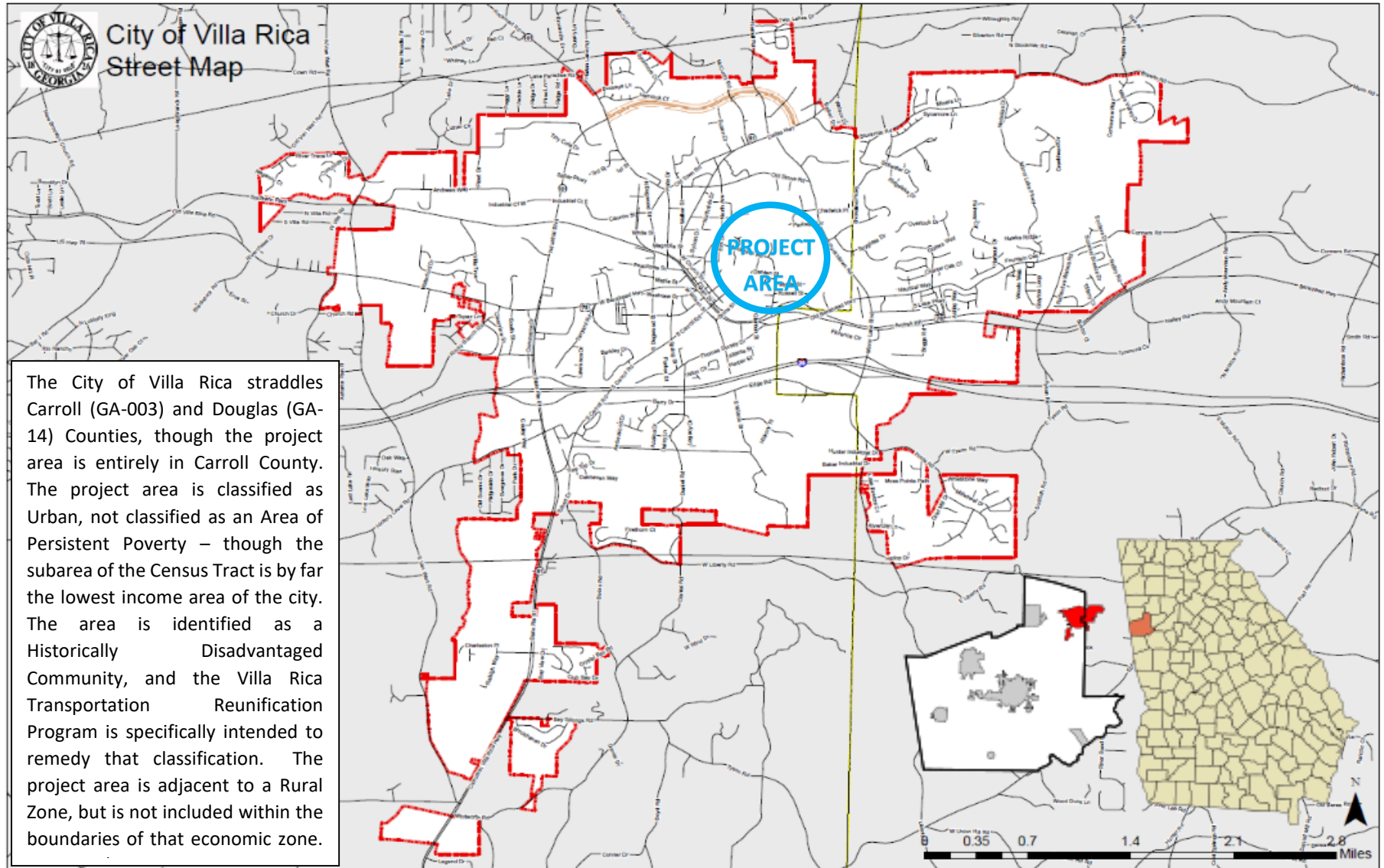


Villa Rica is a rapidly growing community. While the population stayed under 2,000 people through 1950, the period since then has seen quicker growth, especially in the last twenty years. In 1980, the U.S. Census reported that Villa Rica's population was 3,420 people. In 2018, the U.S. Census Bureau's American Community Survey (ACS) estimates the population was over 15,000 people, more than four times the population less than forty years ago. Some of this population growth has occurred as a result

of annexation, which brings people already living in the area into the city limits and thus into their population count, but much of the growth can be attributed to an overall increase in the residential population of the area. The Mirror Lake subdivision alone, which began construction in the late 1990s, will include thousands of homes upon completion, attracting new residents to Villa Rica.

Villa Rica Transportation Reunification Program

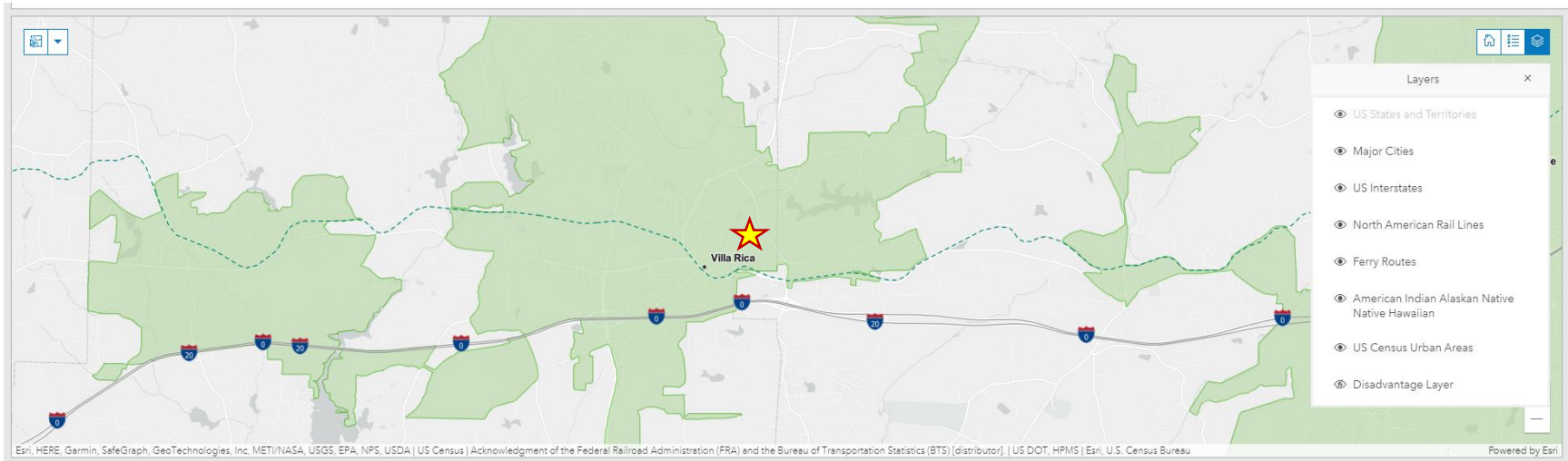
II. PROJECT LOCATION/COMMUNITY PROFILE



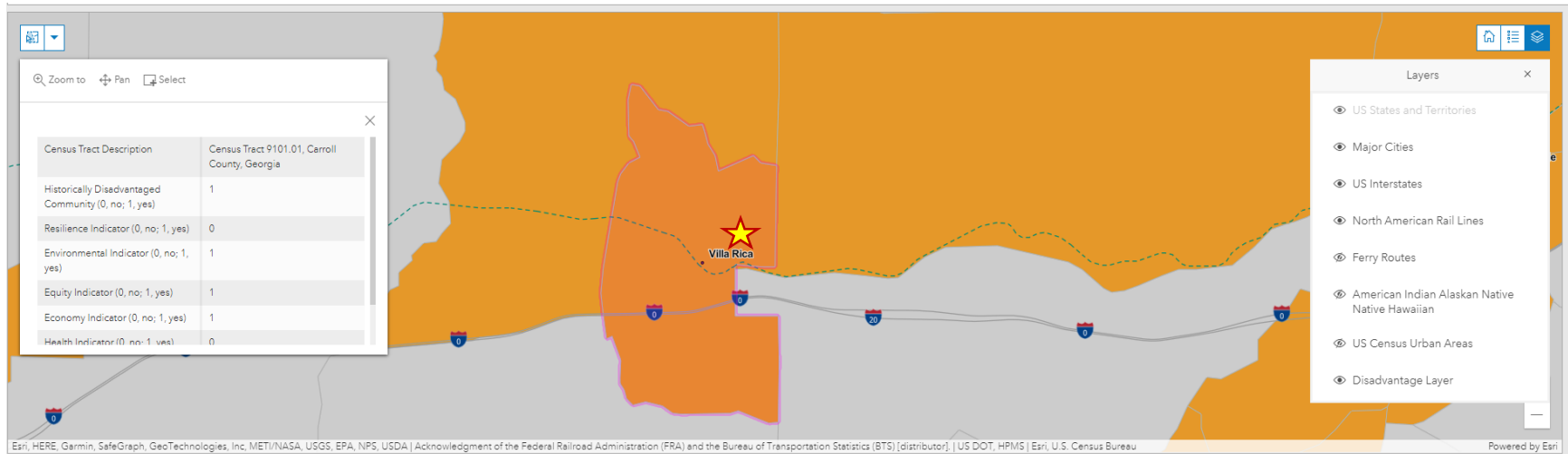
Villa Rica Transportation Reunification Program

PROJECT LOCATION/COMMUNITY PROFILE

Urban or Rural



Historically Disadvantaged Community



Beneficiaries within and around the project area live in the highest concentration of poverty in the city – 26.2% - and are designated as a Qualified Census Tract for CDBG, and fall under the category of **Historically Disadvantaged Community** under US Department of Transportation guidelines. The project is also classified by USDOT as an **Urbanized Area**.

Villa Rica Transportation Reunification Program

III. GRANT FUNDS, SOURCES AND USES OF PROJECT FUNDS

BACKGROUND

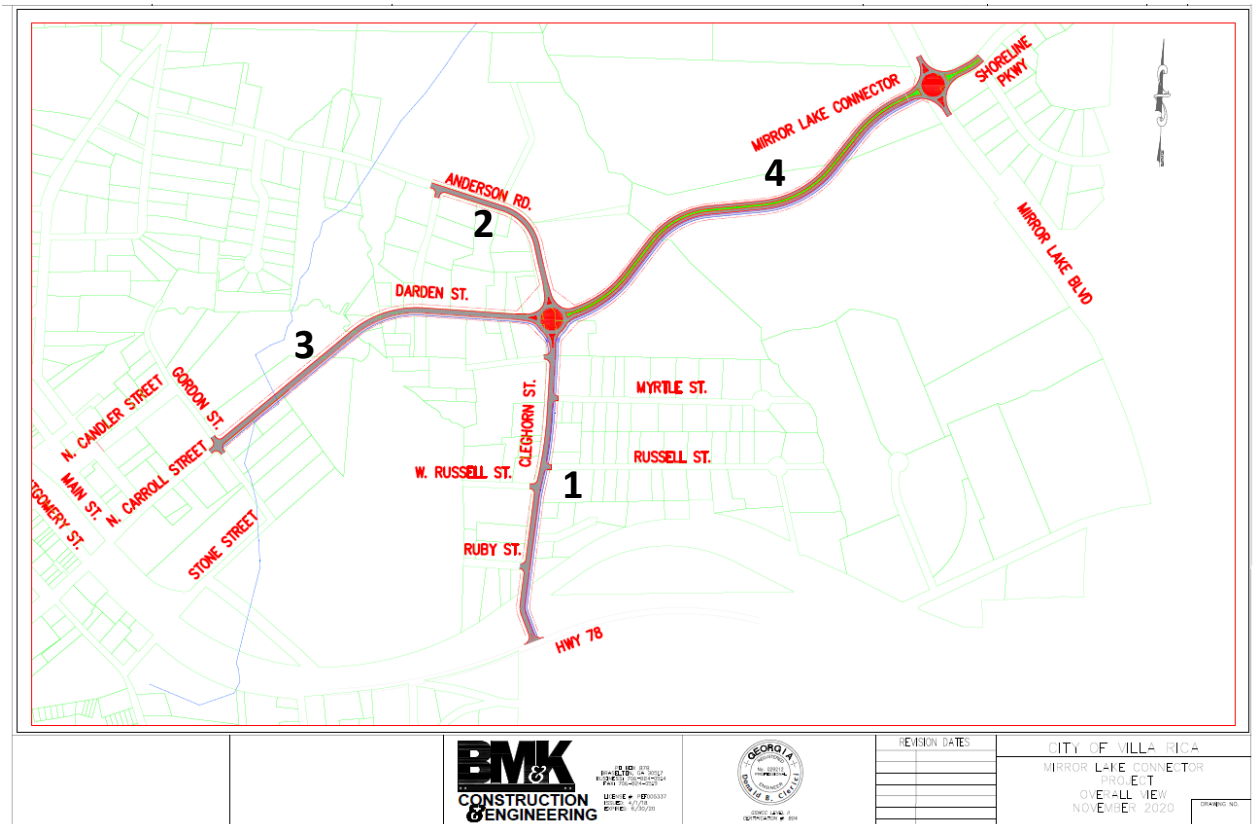
The **Transportation Reunification Program (TRP)** includes upgrades to Cleghorn Street, Anderson Road, Darden Street, and new Shoreline Drive and N. Carroll Road Connectors. In this section, we will address each of the roadway segments by scope, project cost, and source and allocation of funding for each. First, we look at the overall project location.



The southern access to the neighborhood via Hwy.78 is across a Norfolk Southern (yellow dashed line) railroad crossing via Cleghorn Street. The rail line is extremely active and sees trains passing roughly every 20 minutes during peak hours. The proximity of the neighborhood to retail, commercial, and healthcare services in the commercial developments outside of the Mirror Lake Neighborhood, as well as small businesses and restaurants in downtown Villa Rica are frequently blocked for residents of this traditionally lower-income minority neighborhood. Plans have already been approved for a LIHTC multifamily development on the northeast side of Cleghorn/Anderson, north of the proposed Mirror Lake Connector. This development, while providing decent, safe and affordable housing options for area residents, will further contribute to the low-to-moderate population in the neighborhood.

It is a high priority for the city to improve access to this neighborhood and open it up to Mirror Lake and downtown Villa Rica, providing the historically disadvantaged community enhanced access to employment opportunities, healthier food options, and urgent healthcare. The Villa Rica Transportation Reunification Program addresses equity and social justice, while promoting environmental resiliency by reducing trip times and improving access within the surrounding area. Lastly, as a part of the Anderson Road upgrades, a new 10" waterline will be installed, which will greatly improve water pressure for thousands of residents in the project area and in nearby neighborhoods to the north and east – enhancing public fire safety protection.

There are four segments to this project – Cleghorn Street, Anderson Road, Darden Street/N. Carroll Street Connector, and the Shoreline Connector. Concepts and cost estimates were developed in November 2020, and are still fairly current for estimating. A 20% contingency has been budgeted to account for inflation and supply chain issues.



Segment	Planning & Engineering	Construction	Contingency	Total Segment Cost	RAISE Funded	Locally Funded
Cleghorn Street	\$83,562.53	\$835,625.26	\$167,125.05	\$1,086,312.83	\$869,050.26	\$217,262.57
Anderson Street	\$38,694.06	\$386,940.63	\$77,388.13	\$503,022.81	\$402,418.25	\$100,604.56
Darden Street/N. Carroll Street Connector	\$166,616.36	\$1,666,163.62	\$333,232.72	\$2,166,012.71	\$1,732,810.17	\$433,202.54
Mirror Lake Connector/Shoreline Drive	\$327,942.24	\$3,279,422.35	\$655,884.47	\$4,263,249.06	\$3,410,599.25	\$852,649.81
TOTAL PROJECT COST	\$616,815.19	\$6,168,151.86	\$1,233,630.37	\$8,018,597.41	\$6,414,877.93	\$1,603,719.48

These are local city roads, and no state funding will be utilized for this project. The following pages break down cost and scope estimates in greater detail.

Villa Rica Transportation Reunification Program

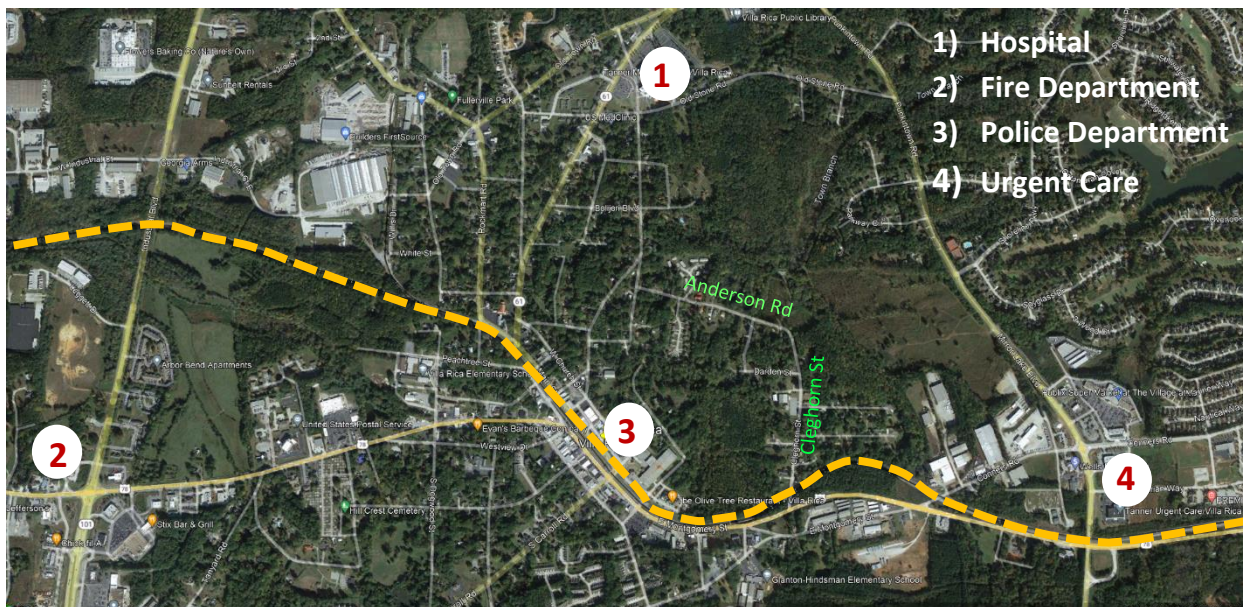
IV. MERIT CRITERIA

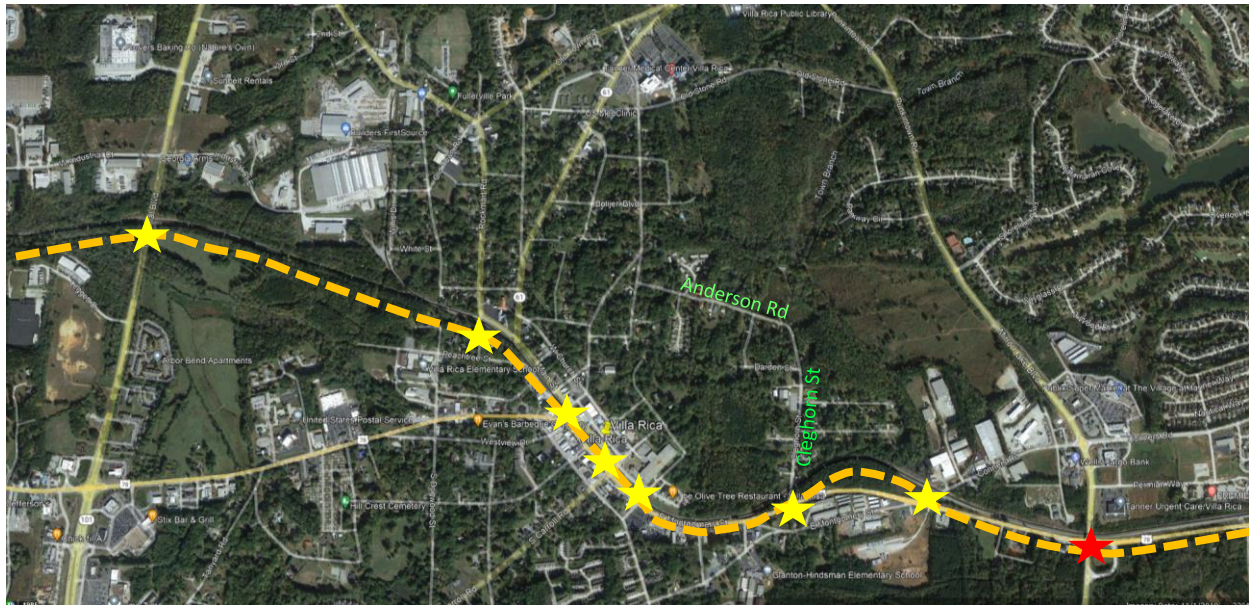
SAFETY

Public safety is a major tenet to the Villa Rica Transportation Reunification Program. There are numerous safety benefits to the program including alternative access by police, fire, and EMT, intersection and roadway upgrades, the addition of dedicated facilities for pedestrians and cyclists, greatly enhanced water pressure for fire hydrants for thousands of residents, and improved transportation networks to disperse concentrations of vehicular traffic.



(yellow dashed line is Norfolk Southern railroad)





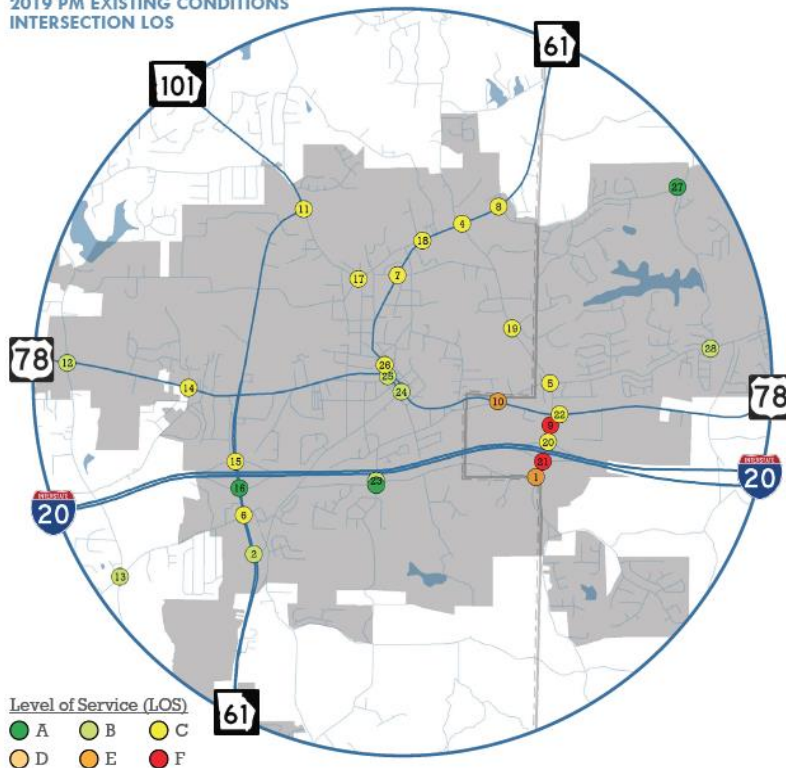
(yellow stars indicate at-grade RR crossings; red star indicated RR overpass)

The Cleghorn-Anderson neighborhood has only two points on ingress/egress – at Hwy. 78 and North Avenue. There is no direct access from downtown or from the Mirror Lake community. The Norfolk Southern railroad bifurcates the city north and south, and there is only one railroad overpass located at Mirror Lake Boulevard. At grade crossings include Industrial Boulevard, Jones Street, Cheeves Street, N. Carroll Road, Stone Street, Cleghorn Street, and Conners Road. The rail line is heavily trafficked as the sole rail link between Atlanta, Birmingham, and points west. Freight and passenger trains pass roughly every 20 minutes, and Villa Rica is used as a stopping point to transfer Georgia and Alabama engine crews. As such, there are constant delays and disruptions in our transportation network, which often result in delays for first responders, and headaches for local motorists.

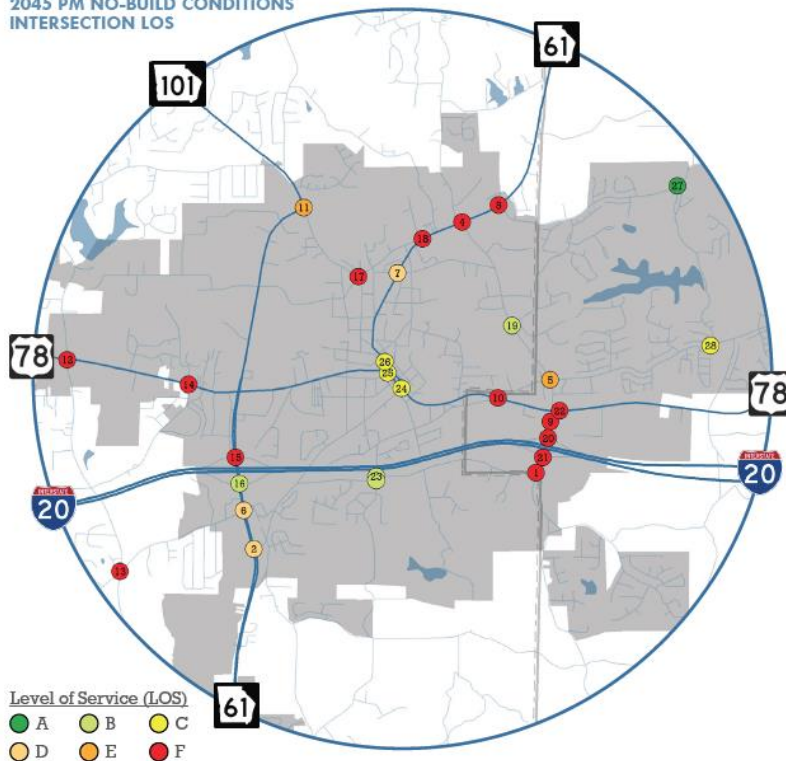
Cleghorn-Anderson benefits from being located on the north side of the railroad tracks relative to EMT and police access. However, in the case of fire protection, if any or multiple crossings are blocked, it could result in significant reduction in response time, and uncertain redirecting. To the same point, the police and hospital being located on the north side of the railroad means that train traffic also creates delays in responding to emergencies south of the railroad corridor. Conversely, the Fire Department is located close to the intersection of Hwy.78 and Industrial Boulevard, south of the railroad tracks, although good for “Southsiders,” can lead to significant reductions in response times for residents’ north of the railroad.

The construction of the Shoreline Connector will greatly increase emergency response times, and improve the transportation network between the northeast and southwest parts of the city. The rebuilding of Cleghorn Street, Darden Street, and Anderson Road to include sidewalks, curb, gutter, and stormwater facilities, will provide a level of pedestrian safety not currently available. The construction of the Complete Streets model along the Shoreline Connector, which will include separate dedicated Personal Transport Vehicle (PTV) and bicycle/pedestrian paths, providing additional safety and alternative transportation options to help reduce emissions and greatly improve local air quality standards.

2019 PM EXISTING CONDITIONS
INTERSECTION LOS



2045 PM NO-BUILD CONDITIONS
INTERSECTION LOS

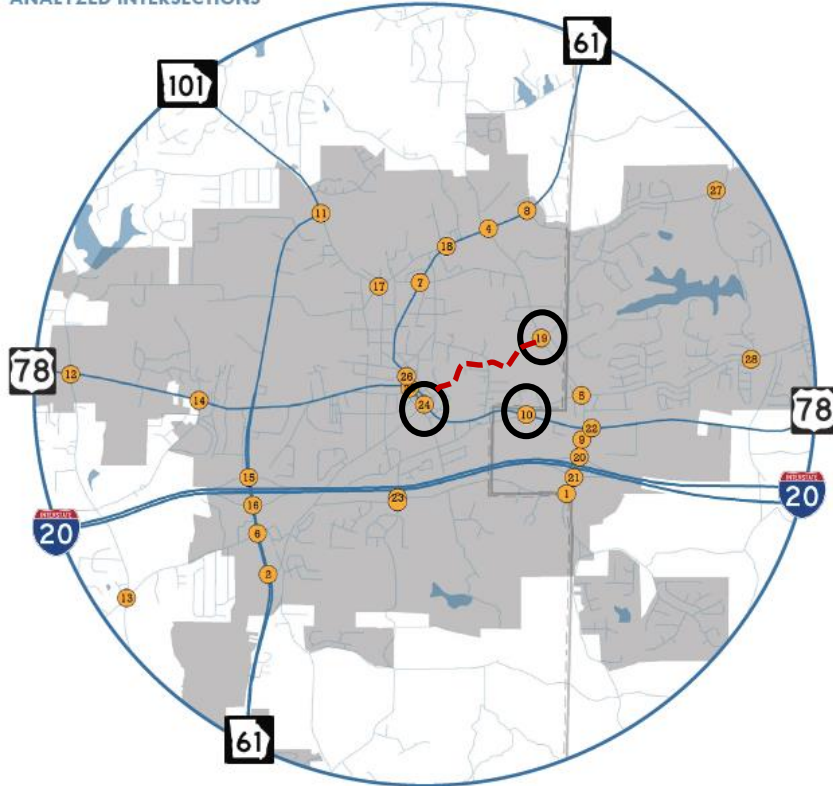


As mentioned in the previous section, the Transitory Beneficiaries are quantified by the number of vehicle trips surrounding the project area. The Villa Rica Transportation Master Plan measured traffic counts for numerous points throughout the city.

The Transitory Beneficiaries could be calculated at 35,324 vehicles passing through the project area each day (based on GDOT AADT data). Already, the Level of Service (LOS) at key intersections in the project area range from Level B through E (A being best, F being worst). Depending on the time of day, the LOS for three specific intersections in our project area, vary significantly.

Based on a no-build scenario, the lack of transportation improvement projects would result in a cascading failure in the LOS conditions at the majority of intersections throughout the city. The illustrations to the left show the LOS for existing conditions, and the LOS with no roadway improvements being made. Two major projects are critical to this outcome – the Highway 61 Bypass, and the Shoreline Connector. The former has already been funded and program by GDOT, and will; begin construction in 2023.

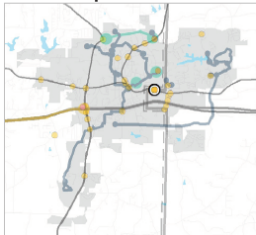
ANALYZED INTERSECTIONS



10 Conners Road at Veterans Memorial Highway



Project Location



Description

- Signalize
- Alternative consideration: Roundabout

Crash History

	Total	Perc.
Total Crashes	31	1
Angle	11	35%
Head On	0	0%
Rear End	17	55%
Sideswipe - Same Direction	0	0%
Sideswipe - Opposite Direction	1	3%
Not a Collision with a Motor Vehicle	2	6%
Unknown	0	0%
Fatality Crashes	0	0%
Injury Crashes	2	6%
Property Damage Only Crashes	29	94%

Performance

Scenario, Year	Period	Level of Service	Delay*
Existing, 2019	AM PM	C E	20 41
No-Build, 2045	AM PM	F F	218 **
Build, 2045	AM PM	B E	16 60

Prioritization Scores

Goals Score	6.7
Public Score	0
Technical Score	4.8
Total Score	11.5
Project Rank	27 of 42

Planning-Level Cost Estimate

Preliminary Engineering	\$37,500
Right of Way	\$0
Utilities	\$37,500
Construction	\$250,000
Contingency	\$65,000
Total	\$390,000

Intersection 10 – Conners Road @ Veterans Memorial Drive (Hwy.78) has an AM Los of C, and a PM LOS of E. A no-build scenario has the intersection rated at LOS F for both AM and PM hours by 2045. Additionally, the crash history for this intersection shows 31 crashes between the years of 2014 to 2018, with 0 fatalities, and 2 injuries.

19 Punkintown Road at Shoreline Pkwy



Project Location		Description		Crash History	
		• Install westbound right turn bay			
Performance		Prioritization Scores			
		Planning-Level Cost Estimate			
Scenario, Year	Period	Level of Service	Delay*	Goals Score	1.6
Existing, 2019	AM	A	10	Public Score	5
No-Build, 2045	PM	C	22	Technical Score	2.9
Build, 2045	AM	B	19	Total Score	9.5
Build, 2045	PM	B	16	Project Rank	31 of 42
				Preliminary Engineering	\$7,500
				Right of Way	\$0
				Utilities	\$7,500
				Construction	\$50,000
				Contingency	\$13,000
				Total	\$78,000
				Total Crashes	29
				Angle	9
				Head On	2
				Rear End	9
				Sideswipe - Same Direction	5
				Sideswipe - Opposite Direction	0
				Not a Collision with a Motor Vehicle	3
				Unknown	1
				Fatality Crashes	0
				Injury Crashes	6
				Property Damage Only Crashes	23

Intersection 19 – Punkintown Road (Mirror Lake Boulevard) @ Shoreline Parkway (Drive) has an AM Los of A, and a PM LOS of C. A no-build scenario has the intersection rated at LOS B for both AM and PM hours by 2045. Additionally, the crash history for this intersection shows 28 crashes between the years of 2014 to 2018, with 0 fatalities, and 8 injuries.

24 Highway 78 at South Carroll Road



Project Location		Description		Crash History	
		• Install southbound right turn bay			
Performance		Prioritization Scores			
		Planning-Level Cost Estimate			
Scenario, Year	Period	Level of Service	Delay*	Goals Score	3.3
Existing, 2019	AM	B	12	Public Score	6.6
No-Build, 2045	PM	B	11	Technical Score	4
Build, 2045	AM	C	28	Total Score	13.9
Build, 2045	PM	C	31	Project Rank	24 of 42
				Preliminary Engineering	\$7,500
				Right of Way	\$0
				Utilities	\$7,500
				Construction	\$50,000
				Contingency	\$13,000
				Total	\$78,000
				Total Crashes	164
				Angle	73
				Head On	4
				Rear End	41
				Sideswipe - Same Direction	12
				Sideswipe - Opposite Direction	7
				Not a Collision with a Motor Vehicle	15
				Unknown	12
				Fatality Crashes	0
				Injury Crashes	9
				Property Damage Only Crashes	155

Intersection 24 – Highway 78 (E. Montgomery Street) @ S. Carroll Road (N. Carroll Road) has an AM Los of B, and a PM LOS of B. A no-build scenario has the intersection rated at LOS C for both AM and PM hours by 2045. Additionally, the crash history for this intersection shows 164 crashes between the years of 2014 to 2018, with 0 fatalities, and 9 injuries.

Safety Merit Criteria Snapshot

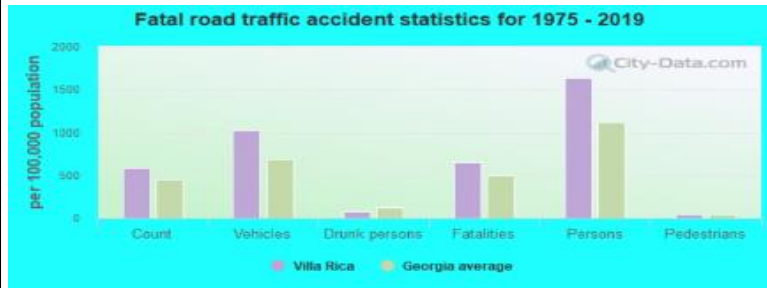
- New Sidewalks
- Dedicated bike/pedestrian paths
- Intersection improvements
- Enhanced fire safety protection
- More efficient access for police, fire, EMT (trains blocking access)
- Health and safety risk reduction
- Vehicle/Bicycle/Pedestrian accident safety at points entering the project area

Number of Beneficiaries:

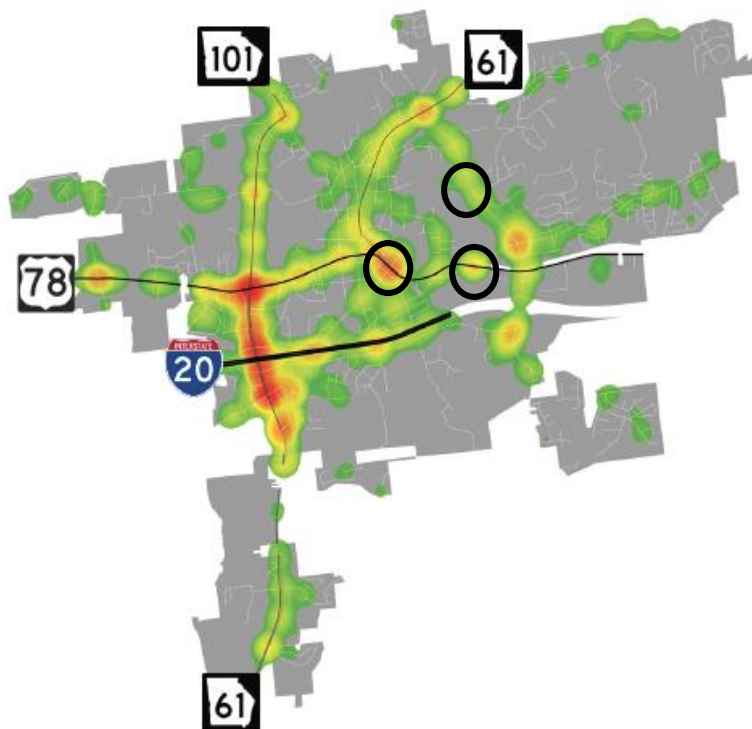
- **Direct:** 3,817
- **Adjacent:** 5,405
- **Transitory:** 27,626
- **Occasional:** 42,941
- **Annual:** 10,135,653



VILLA RICA, Ga. - Emergency and utility crews in Villa Rica had a busy night after a tractor-trailer that got stuck on the tracks in front of the police department was destroyed by a passing train. The entire incident was caught on camera.



HEATMAP OF VILLA RICA CRASH HISTORY

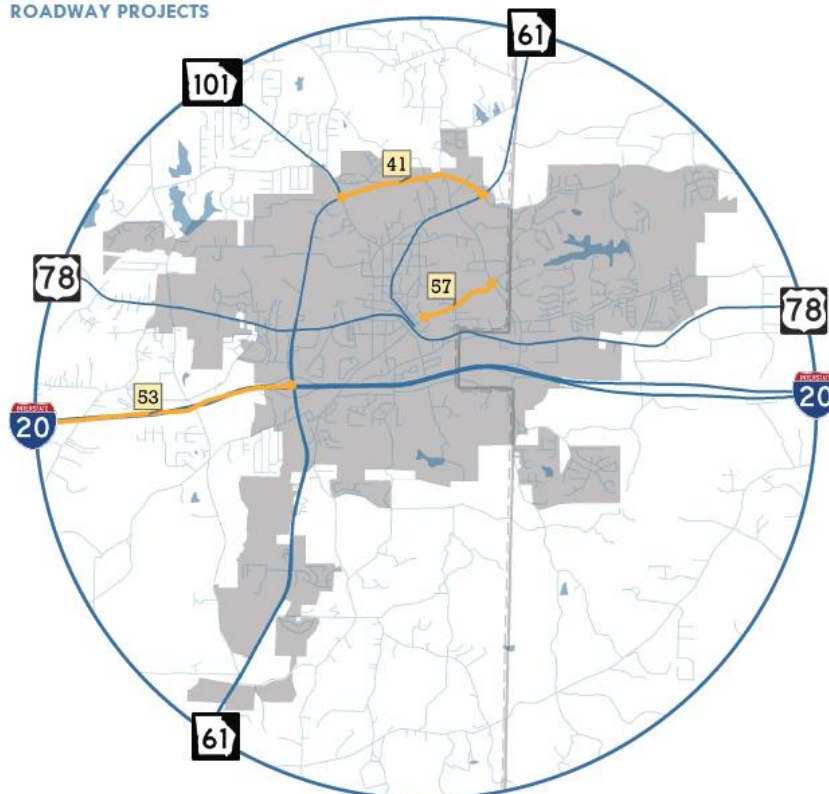


CRASH ANALYSIS

Vehicle crash history from the years 2014-2018 was collected for the affected area of each project using GEARS.

INTERSECTION ID	CRASHES	EXISTING WEIGHTED CONGESTION	NO BUILD WEIGHTED CONGESTION	BUILD WEIGHTED CONGESTION	VEHICLES SERVED
41	125	6,046	10,653	9,393	49,769
53	348	124,982	213,414	173,545	707,014
57	230	5,268	8,537	8,213	39,187

ROADWAY PROJECTS



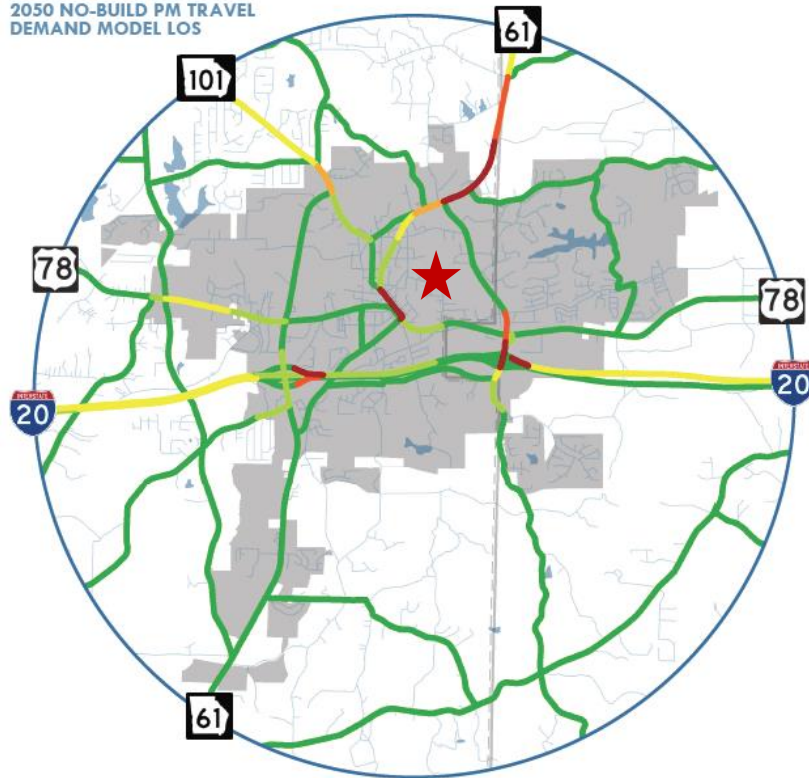
LOCAL ROADWAY PROJECTS

These projects consist of widening and new location projects that are currently not programmed by GDOT. They are expected to improve mobility, connectivity, and safety for vehicles.

PROJECT ID	PROJECT	TOTAL SCORE	RANK	PRIORITY
57	Shoreline Connector	21.1	1	High

Roadway improvement projects identified in the Villa Rica Transportation Master Plan include the Shoreline Connector as the City's #1 transportation project priority. Crash data associated with the Connector project currently number around 58 crashes per year – or 230 between the 2014-2018 reporting cycle. This could be mitigated through a variety of factors. First, the Villa Rica Transportation Reunification Program would dilute traffic from other key intersections, and along with intersection improvements will reduce the prevalence of vehicle crashes, and help reduce vehicle trip miles by provide more direct access on crosstown commutes. This reduction in trip times and distances will also result in decreased CO₂ emissions, and promote environmental resiliency.

2050 NO-BUILD PM TRAVEL DEMAND MODEL LOS

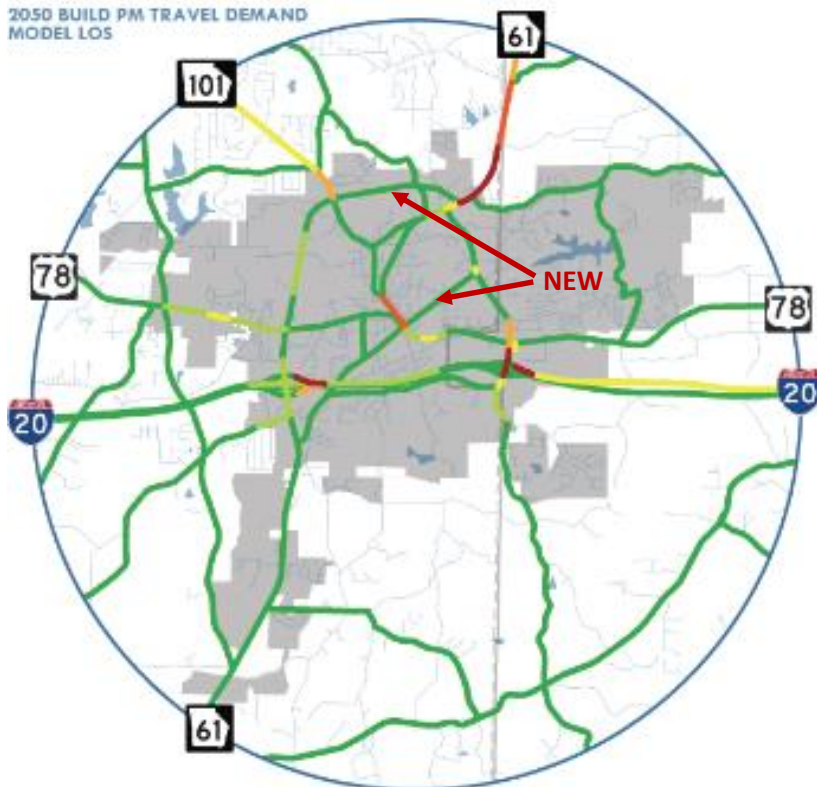


Level of Service (LOS)



★ Villa Rica Transportation Reunification Program (TRP)

2050 BUILD PM TRAVEL DEMAND MODEL LOS

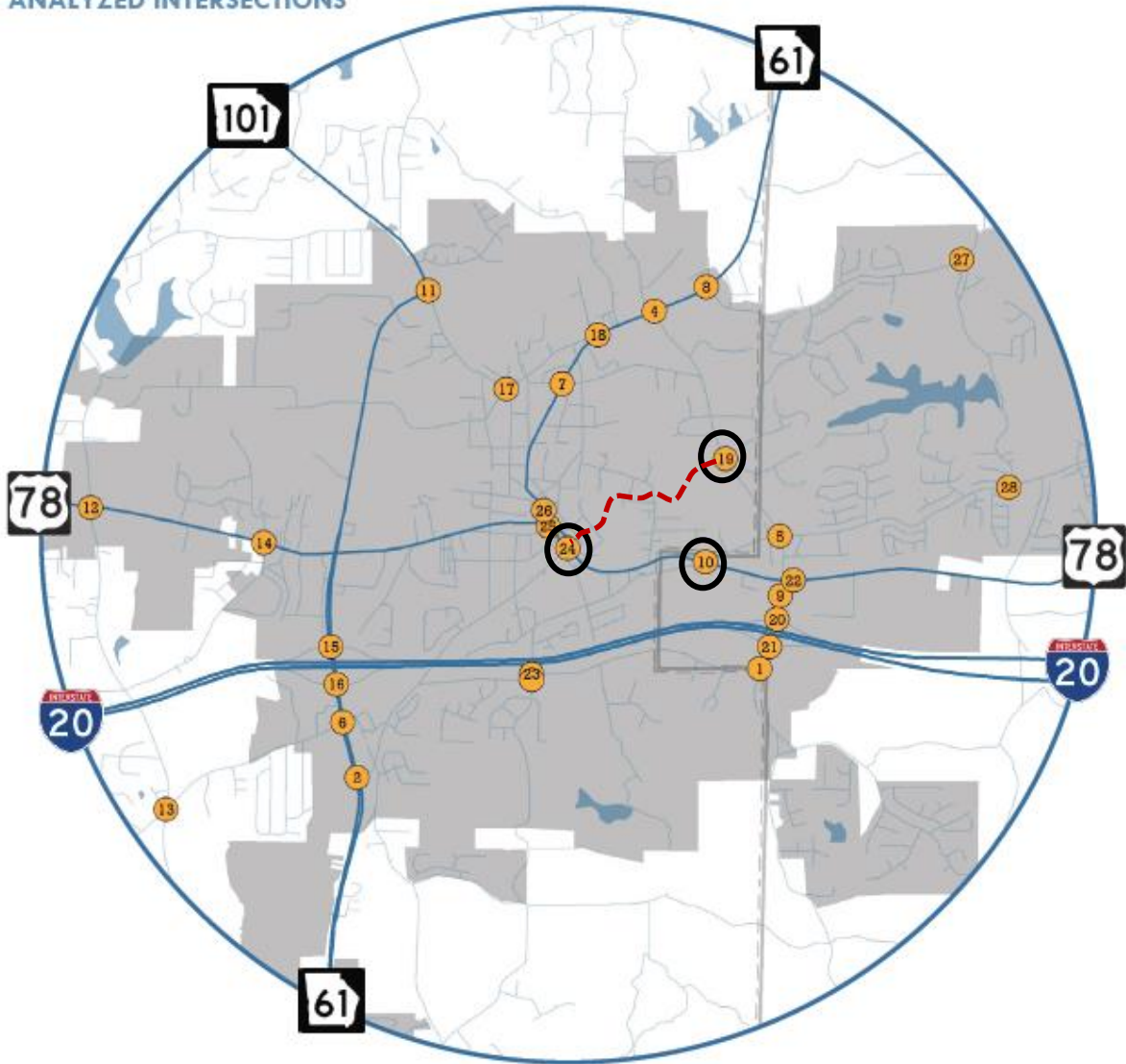


The current roadway network circumvents the project area, and impacts the efficiency and Level of Service (LOS) of surrounding intersections. This is especially evident with the LOS to the north, west and southeast of the TRP project area. The top illustration depicts the current issues with traffic and congestion. The lower illustration shows the impact on LOS with the expansion of the area's roadway network, including the Hwy 61 bypass (a GDOT project expected to begin construction in 2023) and the Shoreline Connector being submitted in the current RAISE Grant application.

You can see the beneficial impact on LOS for the street network around the perimeter of the TRP project area. The buildout of the Hwy 61 connector will push back traffic congestion away (north) of Punkintown Road, slightly decreasing the congestion at Mirror Lake Boulevard at Connors Road (south), and reducing the impact of traffic at Hwy 78 at S. Carroll Road in the heart of downtown Villa Rica. The difference between the two illustrations demonstrates the consequences of not building the TRP connector and other roadway enhancement projects.

A "NO BUILD" OPTION WOULD HAVE LONG LASTING NEGATIVE ENVIRONMENTAL AND SOCIOECONOMIC IMPACTS

ANALYZED INTERSECTIONS



ENVIRONMENTAL SUSTAINABILITY

The Villa Rica Transportation Reunification Program includes a number of elements that promote environmental sustainability and resiliency. According to data found in the Villa Rica Transportation Master Plan (2020), the roadway network surrounding the project area, specifically intersections 10, 19, and 24, is experiencing roughly 27,626 vehicle trips per day for data collected around the TRP project area.

To get from station 19 – Shoreline Drive at Mirror Lake Boulevard to station 24 – N./S. Carroll Road at Hwy 78, one would need to drive 1.65 miles on the eastern route – 2.11 miles if the railroad tracks are blocked. On the western route, one would drive 2.01 miles to get to the same point. A direct connection between points 19 and 24 would be 0.91 miles – as proposed in the TRP – an average reduction of 1.92 miles.

From the standpoint of vehicle trip reduction and decline in carbon emissions, we calculate the average daily trip level, multiplied by the difference between the current configuration with the TRP's introduction

of the Shoreline Connector – the total is 1.92 miles (current configuration) minus 0.91 miles (TRP configuration), multiplied by the projected roadway utilization. This is the equivalent of 39,187 vehicle trips per day, not driving the extra 1.92 miles between the two points – that’s a savings of 75,239 miles per day – 27,462,250 vehicle miles each year.

CARBON OFFSETS

Per the website www.epa.gov, A typical passenger vehicle emits about 4.6 metric tons of carbon dioxide per year. This assumes the average gasoline vehicle on the road today has a fuel economy of about 22.0 miles per gallon and drives around 11,500 miles per year. Every gallon of gasoline burned creates about 8,887 grams of CO₂.

Scenario A – Shoreline to Downtown Connector (Point A to Point B) – 0.91 miles

Scenario B – Point A to Point B with No Connector – 1.92 miles

22 miles per gallon - one gallon of gas produces 8,887 grams of CO₂ . . . $8,887/22 = 403.96$ g/mile

Scenario A – $0.91 \times 403.96 = 367.6$ g per vehicle trip X 39,187 vehicle trips per day = 14,405,141g/day

Scenario B – $1.92 \times 403.96 = 775.6$ g per vehicle trip X 39,187 vehicle trips per day = 30,393,437g/day

1-gram X 1,000 = 1 kilogram = 0.001 Metric Tons

Scenario A – 14,405 metric tons of CO₂ emitted each day = 5,257,825 metric tons of CO₂ annual output.

Scenario B – 30,393 metric tons of CO₂ emitted each day = 11,093,445 metric tons of CO₂ annual output.

The difference between current and buildout (Scenario B and A) is a reduction of 15,998 metric tons of CO₂ per day, or 5,835,620 metric tons of CO₂ emissions each year. The TRP, if implemented, would REDUCE LOCAL AREA CARBON OUTPUTS BY OVER 77%.

EQUITY AND ENVIRONMENTAL JUSTICE

The Villa Rica Transportation Reunification Program (TRP) introduces safe pedestrian infrastructure to a Historically Disadvantaged Community dominated by lower-income households. The new Shoreline Connector would link the Cleghorn-Anderson neighborhood with the downtown Villa Rica and Mirror Lake commercial districts, and provide greater equity and access to employment opportunities, healthcare, and healthier food options.

The Shoreline Connector is planned in a Complete Streets Model, with separate and dedicated bicycle/pedestrian path on one side of the roadway and Personal Transport Vehicle (PTV) path on the other. This provides an alternative form of transit, promoting exercise, and alternatives to higher emission producing modes of travel. The implementation of the TRP would allow people to access the downtown events and festivals by foot, bike, or PTV. Further, the dedicated pedestrian facilities are part of a larger

city path program – RAISE would help us with our second implementation segment. The TRP would offer a multimodal approach to crosstown mobility while promoting to use of lower carbon travel modes.

ENVIRONMENTAL PROTECTION

The TRP does not encroach into sensitive environments but does cross one or two dry streambeds. With that in mind, the design of the connector and roadway network enhancements will encourage the preservation of the natural environment, and introduce smaller parks throughout the project area for the protection of areas with significant slope, rock, or other natural features.

The new roadway system will be designed to accommodate local stormwater retention without adding to flood risks in the area or further down the watershed. This will help to reduce risk while ensuring natural groundwater quality. Also, the network will utilize, where practicable, bioswells and pervious surfaces in and around the new multimodal path system.

QUALITY OF LIFE

The impact on quality of life can be categorized into several points: connecting a historically lower-income minority neighborhood to employment opportunities and goods and services, greatly enhanced public safety, improved mobility options, and significant decrease on local environmental impacts.

The current roadway network isolates the Cleghorn-Anderson neighborhood from the more thriving parts of the city, including downtown Villa Rica and the Mirror Lake commercial districts. This disconnect has limited the neighborhood's access to local employment opportunities, and efficient access to healthcare and healthy food options. The TRP would create a direct conduit to these amenities and help improve the quality of life for residents of this community.

Public safety is also a contributor to quality of life. The roadway network enhancements included in the TRP will increase response times for police, fire and EMTs – potentially lifesaving for residents in need. The waterline upgrades associated with the TRP will greatly improve water pressure to roughly a third of the city's population and make fire prevention and protection more effective.

The TRP includes installation of sidewalks, curb, and gutter along Cleghorn Street and Anderson Road where none currently exist. This will greatly impact the safety of families in the neighborhood. Further, the development of the new Shoreline Connector will provide dedicated bicycle and pedestrian paths to link residents to downtown Villa Rica, and the Mirror Lake shopping district.

The investment brought by the TRP will contribute to the development of 192 low-income apartments, 75,000sf of commercial retail, 5 outparcels, 255 townhouses, and 208 multifamily units. This will add roughly 1,673 new residents to the area, attract new jobs, and provide additional goods and services not presently available.

Finally, the TRP will greatly reduce the impact on the local micro climate by reducing the impacts of CO₂ emissions by as much as 77%. The new Shoreline Connector will make the city's roadway network more efficient, reduce congestion and improve Levels of Service at key intersections throughout the city, improve mobility options, and lessen the local climate impacts from excessive vehicle CO₂ emissions.

IMPROVES MOBILITY AND COMMUNITY CONNECTIVITY

The Villa Rica Transportation Reunification Program is the essence of mobility and connectivity. The entire premise of the TRP is connecting the east and west sides of the city in a more efficient transportation network, which will result in the reunification of the Douglas County side of the city with the western side and downtown Villa Rica. In the process, the historically disadvantaged Cleghorn-Anderson Community will achieve greater access to employment, services and healthcare in the adjoining two commercial districts. This enhanced transportation connection will also benefit the residents of both Carroll and Douglas Counties facilitating crosstown mobility and relieving local traffic and congestion at existing network intersections.

The Transportation Reunification Program will be developed in compliance with the Complete Streets Model. Plans for the Shoreline Connector (Mirror Lake to downtown Villa Rica) are to have two opposing travel lanes with a center landscaped median. The roadway will be flanked on each side with separate Personal Transport Vehicle (PTV) and bicycle/pedestrian paths. The bike/ped path will be one of two segments which have been applied for implementation and will make up part of a larger citywide Gold Nugget Trail system – which will be discussed later in greater detail.

The TRP includes a priority segment of the Gold Nugget Trail system, connecting Shoreline Drive to downtown Villa Rica (Segment 57). The Gold Nugget Trail, identified in City's trails master plan, Comprehensive Plan, and downtown planning study, have the endorsement of the Atlanta Regional Commission, and remain a priority of the City Council. The City is currently undergoing a plan implementation phase for three segments of the trail network. Once complete, the 22.6-mile network will add to the mobility options for residents and visitors alike, and provide a zero-emission transit alternative to driving.

IMPLEMENTATION PLAN

The implementation plan was developed by grouping together similar projects into project classes and prioritizing projects within those groups using the project scores. This allows for easy comparisons of similar projects in the transportation decision-making process. While all projects are recommended and will provide value to the Villa Rica community, this process can be used to understand how projects prioritize when compared with each other. Therefore, each project is assigned as either High Priority, Medium Priority, or Low Priority which are then organized to all of the locally funded project classifications. A One-Sheet for each project with an overview map, prioritization and cost information has been prepared and is provided in **Appendix F**.

LOCAL ROADWAY PROJECTS

These projects consist of widening and new location projects that are currently not programmed by GDOT. They are expected to improve mobility, connectivity, and safety for vehicles.

PROJECT ID	PROJECT	TOTAL SCORE	RANK	PRIORITY
57	Shoreline Connector	21.1	1	High

ECONOMIC COMPETITIVENESS AND OPPORTUNITY

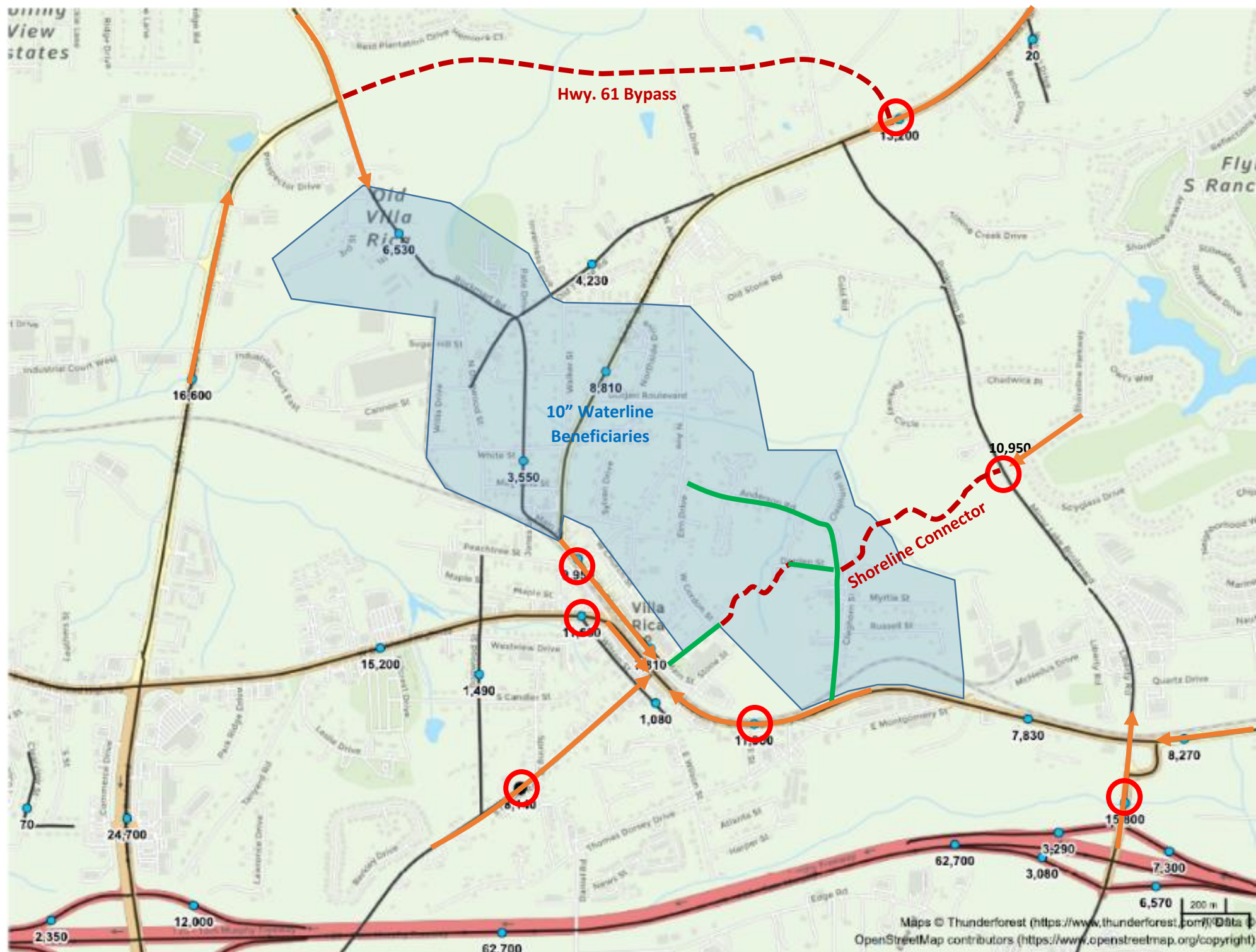
The Villa Rica Transportation Reunification Program provides numerous community benefits that increase economic competitiveness and opportunity. Firstly, the residents of the Cleghorn-Anderson neighborhood, a Historically Disadvantaged Community, who have been isolated from the major commercial and employment districts, will, under the TRP, have direct access to downtown Villa Rica (0.35 miles) and the Mirror Lake commercial corridor (0.40 miles). The neighborhood currently has two points of ingress and egress, one being traversed by a very busy Norfolk Southern rail corridor, which limits access, and makes alternative routes to the same destinations take over 2 miles.

The creation of the Shoreline Connector will create a new roadway network between the Mirror Lake Community – with roughly 2,000 single-family homes, and the southwest side of the city linking downtown Villa Rica, and the Highway 61 and Mirror Lake commercial corridors. A halo effect of the TRP will be the development of 400 multifamily and 255 townhouse units, 75,000sf of retail, and 5 separate commercial outparcels.

The beneficiaries of the project are 3,817 in the immediate project area, 5,405 in areas immediately adjacent to the project area, and another 27,626 who drive through the project area each day – a total annual benefit to 52,163 persons, and 10,083,490 vehicle trips per year. The Shoreline Connector will relieve congestion of surround transportation corridors resulting in shorter trips times, improved Level of Service at key area intersections, improve the distribution of good and services, while reducing local carbon emissions. In concert with the Highway 61 Bypass, a GDOT project starting construction in 2023, the Shoreline Connector will further advance the top priority transportation infrastructure projects identified in the city's Transportation Master Plan.

The convergence of the Connector and the Bypass is expected to provide long-term benefits to the efficiency and functionality of this critical transportation system. The two projects are gateways to and from U.S. Interstate 20, and sees significant through traffic each day. On the following map, the red dashes represent the north Hwy.61 Bypass, and the Shoreline Connector – both proposed new roads. The green is Darden Street, Cleghorn Street and Anderson Road – existing/upgraded under the TRP. The orange arrows signify the majority of traffic flow AM/PM. Although the Villa Rica Transportation Master Plan identifies the usage of the Shoreline Connector will be at 39,187 trips per day. The inflow and outflow of traffic along the key corridors identified total up to 73,400 vehicle trips around the project area per day – a tally of the red encircled areas on the map where major inflows of traffic are located. These corridors are critical conduits for freight traffic, and the TRP improvements will make these corridors improve and/or retain their functional Level of Services well into the mid-21st Century.

Lastly, but none the less important, the Shoreline Connector will link the Mirror Lake Community, a planned neighborhood with over 1,982 existing homes, and another 1,307 platted and remaining to be built, to downtown Villa Rica. This long-absent connection will help bring thousands of residents into the greater downtown community, and help foster economic development and main street revitalization. The Connector is critical to our downtown revitalization and the mixed-income residential developments that have been approved along Cleghorn Street and Anderson Road, and along the Connector fronting Mirror Lake Boulevard.



STATE OF GOOD REPAIR

The Villa Rica Transportation Reunification Program (TRP) will include upgrades to Cleghorn Street, Darden Street, Anderson Road, and a completely new road linking Shoreline Drive at Mirror Lake Boulevard to Darden Street, and then continue from the dead-end of Darden Street to downtown Villa Rica at N. Carroll Road. This Shoreline Connector will be developed to the Complete Streets model, and will provide separate dedicated bicycle/pedestrian and Personal Transit Vehicle (PTV) paths.

As mentioned, the majority of the existing street network within the TRP project area are lacking curb, gutter, and pedestrian facilities. This will change with the implementation of the TRP. The new Shoreline Connector will unify downtown and Mirror Lake through the Cleghorn-Anderson neighborhood, bringing this historically isolated community into the surrounding commercial and residential districts. The Connector, being built to the Complete Streets model, will provide dedicated bicycle/pedestrian and PVT paths. All of the new infrastructure will be maintained by the City in accordance with our Service Delivery Strategy and Capital Improvement Programs. With proper maintenance, the life of the waterline project is expected to last 40-60 years before replacement, and the road and path systems would be on a schedule rotation for resurfacing as needed.

PARTNERSHIP AND COLLABORATION

Over the past several years, the City has embarked on a number of public engagement campaigns – seeking input on community improvement projects. This started with the Villa Rica Renaissance Plan (RSVP) in 2018, the Villa Rica Transportation Master Plan in 2020, and the Livable Center Initiative (LCI) Study in 2021. RSVP was a great planning study for the downtown district, but was not associated with any implementation funding. The Transportation Master Plan also had a lot of community input related to access and the circulatory network throughout the city – which resulted in several immediate improvements by GDOT. The Livable Centers Initiative (LCI) Study – funded through a grant from the Atlanta Regional Commission – included extensive community engagement. The Shoreline Connector was identified as a high priority in all of these planning efforts.

The Cleghorn-Anderson community was heavily engaged last year during the rezoning process for the Arbours at Villa Rica LIHTC multifamily development, and the adjacent Fuqua mixed-use project – townhomes, apartments, and commercial retail. The community has also been very supportive of the proposed waterline and street upgrades. The City is going through extensive efforts to reunite the Cleghorn-Anderson community with the surrounding commercial districts. The Anderson to Old Stone Road and the Ruby to E. Church Street Connectors – one linking to downtown and the other linking to the local hospital, are all part of the area revitalization plan, although those two particular projects are not a part of the RAISE Grant application (because we have not gotten beyond the initial concept phase for those segments).

Other partnerships in this effort have been between the City and private developers. The developer for the Arbours at Villa Rica on Cleghorn Street and Anderson Road, a 192-unit Low-Income Housing Tax Credit project, would not have been possible without a land swap between the developer and the City. The

developer's property was bifurcated by a city lift station, and an underutilized park on the project's south side. The City swapped the park for the developer's land west of the lift station to give the development the space they needed for the development. The neighborhood park will be rebuilt about a block west.

The City has also worked with Fuqua – a private sector developer of 205 townhouses, 198 apartments, 75,000sf of commercial retail, and 5 commercial outparcels with the understanding that both parties would cooperate in the construction of the Shoreline Connector – however, there is a caveat. The Shoreline Connector was to be funded by the issuance of funds through a Tax Allocation District (or Tax Increment Financing – TIF) which would have to be approved by the County and School Board. However, the School Board does not appear interested in participating at this time since the mixed-use development would increase the number of students enrolled in an area, where the schools are already nearing capacity. The RAISE Grant would keep the project on track and maintain our objective of reunifying Mirror Lake, Cleghorn-Anderson, and the downtown district, while greatly improving the city's transportation network and all of the other benefits outlined in the Benefit/Cost Analysis.

INNOVATION (TECHNOLOGIES, PROJECT DELIVERY, FINANCING)

Our entire approach to the Villa Rica Transportation Reunification Program embodies innovation. The Program seeks to upgrade existing transportation infrastructure to improve safety and quality of life for Historically Disadvantaged Communities, by upgrading streets, sidewalks, and water infrastructure. The Program promotes social justice and equity by opening new transportation corridors and providing efficient access to employment opportunities and healthy food choices. The Program promotes environmental resiliency by providing new access corridors for crosstown commutes, and reducing carbon emission by as much as 77% in and around the project area.

The program enhances public safety for pedestrians through the adoption of Complete Streets innovation. Improves flow and congestion through the use of roundabout intersections – which also helps to reduce CO₂ emissions. New water lines associated with the road upgrades on Cleghorn Street and Anderson Road will provide adequate pressure for consumption and fire control to a quarter of the city's population. The new Shoreline Connector will improve crosstown mobility, provide dedicated bicycle, pedestrian, and PTV paths, and promote climate and resilience. All of the design elements in the Transportation Resilience Program will be designed to the standards of the NHTSA, FMCSA, FMVSS, and the FMCSR.

Innovation in financing can be demonstrated by the City's adoption of a Tax Allocation District (TAD) – also called Tax Increment Financing (TIF) in other states. In this form of financing, the City, County, and School Board agree to freeze property taxes at the current level for parcels located only within the TAD boundaries. As development occurs, and property values rise, the difference – or incremental increase – from the frozen baseline are used to pay off infrastructure bonds that were issued for the TAD. It reduces the upfront cost to the City and developers to attract investment. TAD's typically last up to 25 years, but can be paid off much sooner depending on the extent of infrastructure improvements needed. We are applying for the RAISE Grant to help reduce our overall TAD project expenses and to ensure that new investment materializes and that our community's social and environmental justice goals are met.

We are requesting a RAISE Grant on the amount of \$6,434,878, with a local match of \$1,603,719, for a total project cost for the Villa Rica Transportation Reunification Program (RTP) of \$8,018, 597. The RTP is only a fraction of the infrastructure investments that are being planned for the TAD – which also include the Ruby/E. Church Connector, and Louise/Old Stone Connector, and two segments of our citywide Gold Nugget Trail system – Downtown to Mirror lake Boulevard and Cleghorn Street Park to Old Stone Road. The entire public infrastructure investment within the Tax Allocation District is expected to cost \$18-20 million dollars. This reflects the City’s willingness to leverage local funds with federal funds through the RAISE Grant program.

Villa Rica Transportation Reunification Program

V. PROJECT READINESS

The Shoreline Connector of the Villa Rica Transportation Reunification Program was conceived as far back as the City's Comprehensive Plan, drafted in 2013. The initial goal was the unification of downtown Villa Rica with residents of the master planned Mirror Lake Community, a neighborhood with roughly 2,000 homes, and the capacity for another 1,300 at final buildout. Villa Rica is split between Douglas and Carroll Counties, and Mirror Lake is in Douglas, and residents there tend to associate themselves as being separate from the Villa Rica community.

The project was revisited last year with the announcement of a significant residential-commercial mixed use development just east of the project area which would include 205 townhouses, 198 apartments, 75,000sf of commercial retail, and 5 commercial outparcels. With this development online the Shoreline Connector took on renewed importance to connect Mirror Lake and the Fuqua Development, the Cleghorn-Anderson Community, and downtown Villa Rica.

Conceptual plans were developed and a budget for the project was established. The new 0.91-mile roadway, currently identified as the Shoreline Connector, will be constructed in the Complete Streets model, to include dedicated bike/pedestrian and separate PTV paths linking into the rest of the city's pedestrian path system. Our projections identify plans for the construction and/or reconstruction of these streets will be completed by June 2022 and ready for the right of way acquisition process. We expect permitting and necessary state and federal approvals will take another 2 months, and construction to last for approximately 8 months. This project is considered shovel ready, and could be completed by the summer of 2023.

Environmental Risk:

The City of Villa Rica anticipates minimal or no environmental risks on the project. One portion of the portion from Anderson Road/Cleghorn Street to North Carroll Street crosses approximately 0.64 acres of floodplain adjacent to Darden Street. All applicable permits will be obtained for this crossing. Environmental Phase I Assessments shall be conducted as part of the property acquisition process, however we do not anticipate any environmental issues.

Required Approvals:

All required permits and approvals shall be obtained prior to April 2023. This timeline will be confirmed as part of the Project Schedule with engineers. All current and proposed infrastructure upgrades will be local and maintained by the City of Villa Rica. The project does cross state waters, and all reviews and approvals will be sought after through the Georgia Environmental Protection Department.

Project Schedule:

Anderson Road and Cleghorn Street Improvements											
Activities	June 22'	July 22'	Aug 22'	Sept 22'	Oct 22'	Nov 22'	Dec 22'	Jan 23'	Feb 23'	Mar 23'	
Mobilization											
Traffic Control											
Erosion Control											
Demo, Clearing and Grubbing											
Utility Relocation											
Earthwork											
Drainage											
Roadway Construction											
Signing and Marking											
Final Stabilization and Grassing											
Erosion Control Removal											

Assessment of Project Risks and Mitigation Strategies:

We do not anticipate any risks at this point of the project – all project improvements will be on local roads, so, State DOT approval will not be necessary.

The Villa Rica Transportation Reunification Program has been in the planning and conceptualization stage for several years. During that time, the City has completed three major studies in support of the TRP – the Transportation Master Plan, greater downtown Livable Centers Initiative (LCI) Study, and the Renaissance Strategic Visioning and Plans (RSVP). All three plans included extensive community engagement and support for the identified projects.

We will ensure that any environmental risks – be they water, slope, or rock – will be sensitively designed during the engineering phase of the project. Further, we will ensure that disruptions to quality of life in the project area are best addressed during the construction phase. The project as conceptualized anticipates the acquisition of public right-of-way, and possibly to homes at the end of Darden Street where the connector will meet up with N. Carroll Road at Gordon Street – these two homes are located in a flood zone, so demolition of these structures will mitigate any current impacts to the watershed basin.

The National Environmental Policy Act (NEPA) process begins when a federal agency develops a proposal to take a major federal action. These actions are defined at 40 CFR 1508.1 on the EPA website. The environmental review under NEPA can involve three different levels of analysis:

- Categorical Exclusion determination (CATEX)
- Environmental Assessment/Finding of No Significant Impact (EA/FONSI)
- Environmental Impact Statement (EIS)

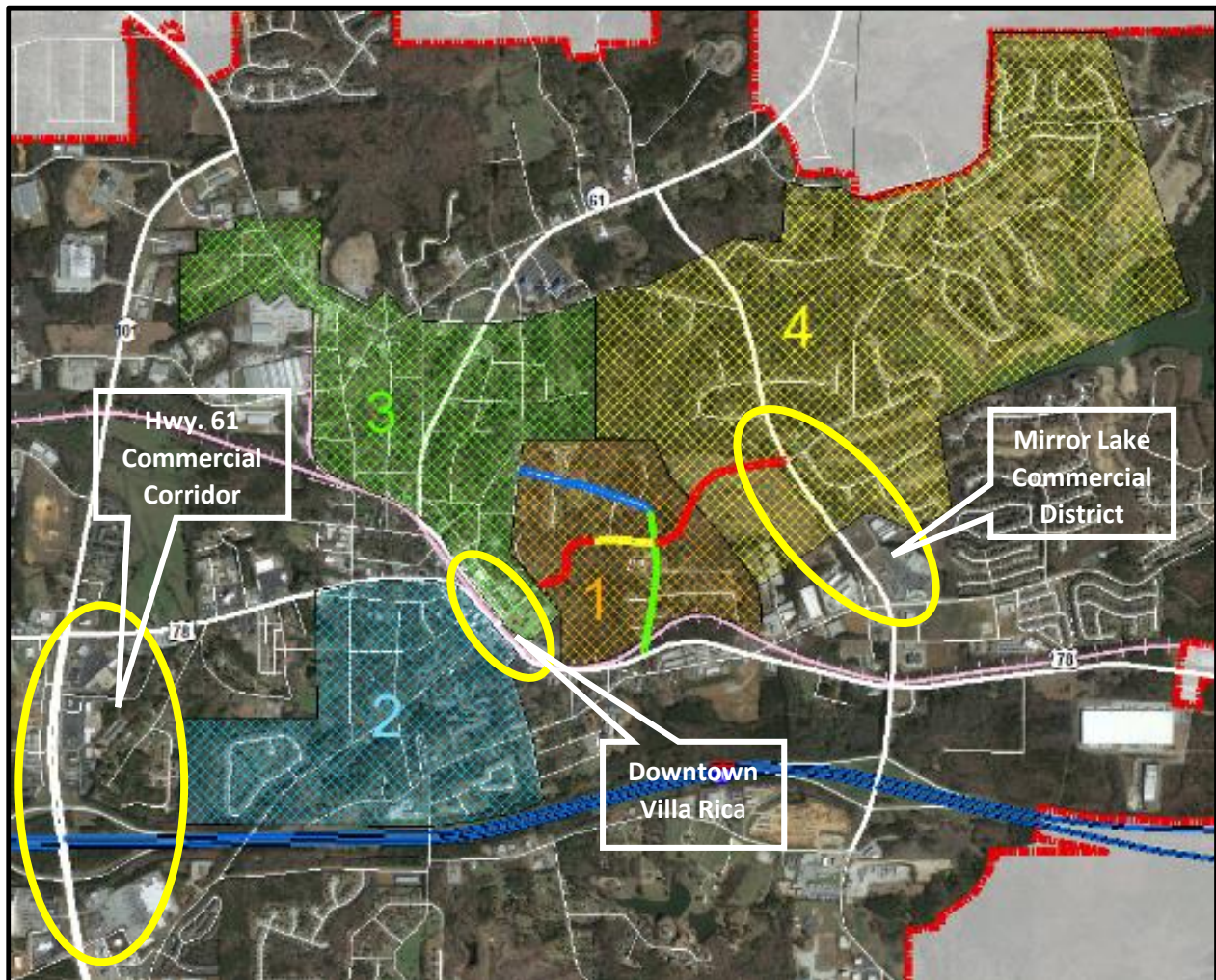
NEPA is only applicable to federal actions, including projects and programs entirely or partially financed by federal agencies and that require a federal permit or other regulatory decision. Activities that do not require a commitment of federal funds, such as approvals of access controls (e.g., a new interchange) or approval of an airport layout plan, are also federal actions. NEPA does not apply when actions by a state or local government or private entity do not require federal review. The City shall comply with all state and federal laws, where applicable.

Villa Rica Transportation Reunification Program

VI. BENEFIT COST ANALYSIS (BCA)

PROJECT AREA

In order to articulate the benefit/cost of the proposed project, it's important to look at the immediate and surrounding geography of the Transportation Reunification Program (TRP) project area. We can fairly accurately assess the resident impact based on US Census data provided by the Georgia State Redistricting Office which provides population on the neighborhood block level. We can make some assumptions on Transitory impacts on vehicles circumnavigating the perimeter of the project area – this gives us an idea of who may benefit, and how traffic patterns may be affected by the proposed Transportation Reunification Program (TRP). Here's how we look at the personal impacts based on the following map – Sectors 1-2-3-4.



Much of the benefit/cost analysis is linked to the Merit Criteria section of this application – which speaks to benefits in terms of project outcomes. The following section looks at the individuals, households, and commuter trips calculated into TRP beneficiaries.

SECTION 1

Section 1 is the Cleghorn-Anderson community, which is the direct beneficiary of most of the roadway improvement projects. The neighborhood accounts for 640 persons, primarily low-income minority households. Within Section 1, the green line is Cleghorn Street, the blue is Anderson Road, and the yellow is Darden Street. The red lines to the east and west of this network are two new connector roads that do not currently exist – Shoreline Drive Connector to the east, and N. Carroll Road Connector to the west. A new Low-Income Housing Tax Credit (LIHTC) has been approved on Cleghorn Street and Anderson Road which will attract 192 new households of predominantly lower-income residents. Based on statistics provided on occupancy by the Atlanta Regional Commission, the new multifamily development will add an additional 382 persons to the neighborhood, bringing the total number of Direct Beneficiaries to 1,022.

SECTION 2

Section 2 is the residential neighborhoods southwest of the TRP project corridor. This section houses the Adjacent Beneficiaries of the new roadway linkage with the Mirror Lake subdivision (within Section 4). The benefit to the new connection is more direct access to the Mirror Lake and the surrounding commercial and healthcare businesses. The population in Section 2 is 1,908 persons, based on US Census data.

SECTION 3

Both Sections 1 and 3 are direct beneficiaries of the new 10” water main planned for Anderson Road associated with the TRP upgrades. The increase of water availability will relieve pressure on an existing residential area with aged infrastructure and provide enhanced flow-through capacity for the city’s fire hydrants and for residential consumption in those two sectors. The beneficiaries of the upgraded water infrastructure are 1,932 persons.

SECTION 4

Section 4 comprises the residential areas of Mirror Lake with direct ingress and egress from Shoreline Drive. Shoreline is the terminus for the new/proposed Shoreline Connector, which will provide more efficient access to downtown Villa Rica and the Hwy.61 commercial corridor. The new Shoreline Connector will be constructed through an area that has been approved for a substantial mixed-use residential/commercial development adjacent to Section 1, which will include 75,000sf of commercial retail, 5 outparcels, 255 townhouses, and 208 multifamily units. According to occupancy statistics created by the Atlanta Regional Commission, these two additional housing developments will generate an additional 1,503 persons directly benefiting from the construction of the Shoreline Drive Connector. According to data, Section 4 contains 1,503 Direct Beneficiaries, and 3,497 Adjacent Beneficiaries, gaining more efficient access to downtown Villa Rica and the Hwy.61 commercial corridor.

BENEFICIARIES OVERVIEW

The beneficiary analysis was done based on population by block provided by the Georgia Office of Redistricting, and was generated by the US Census Bureau from 2020, so it is fairly current data. Additionally, analysis provided by the Atlanta Regional Commission (ARC) identified the average household size based on development type, as follows:

ARC data originates from the US Census American Community Survey conducted in 2019. Based on this analysis, we classify beneficiaries into three separate categories: Immediate Beneficiaries, Adjacent Beneficiaries, and Transitory Beneficiaries – the latter we will explore in a little more detail later. Immediate Beneficiaries are described as being within the Villa Rica Transportation Reunification Program (TRP) project area – within the network of roadway improvements, or in the water service delivery area for the new 10" water main.

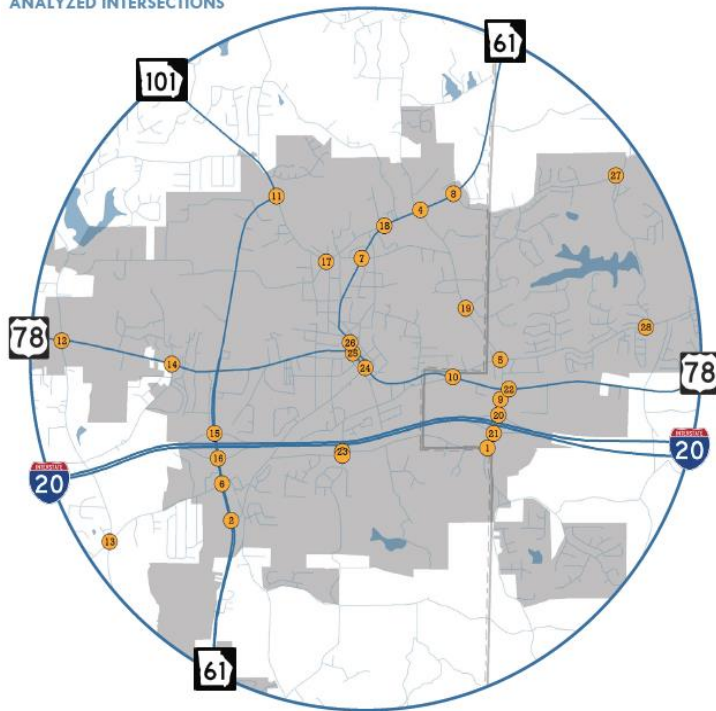
The total number of Direct Beneficiaries is calculated at 3,817 persons.

The Adjacent beneficiaries are defined geographically to the project area – specifically residents whose direct access points connect with the project area – via N./S. Carroll Connector and the Shoreline Connector – that don't have a convenient alternative route to access a crosstown destination. Those persons are identified in Sectors 2 and 4. Sector 2 includes all of the residences who would connect to Mirror Lake via the new roadway network. Sector 4 includes all of the residences in the Mirror lake subdivision whose main point of ingress and egress is Shoreline Drive – opposite the terminus of the Shoreline Connector – who would use the new roadway network to access goods and services in downtown Villa Rica or the Hwy. 61 commercial corridor.

The total number of Adjacent Beneficiaries is calculated at 5,405 persons.

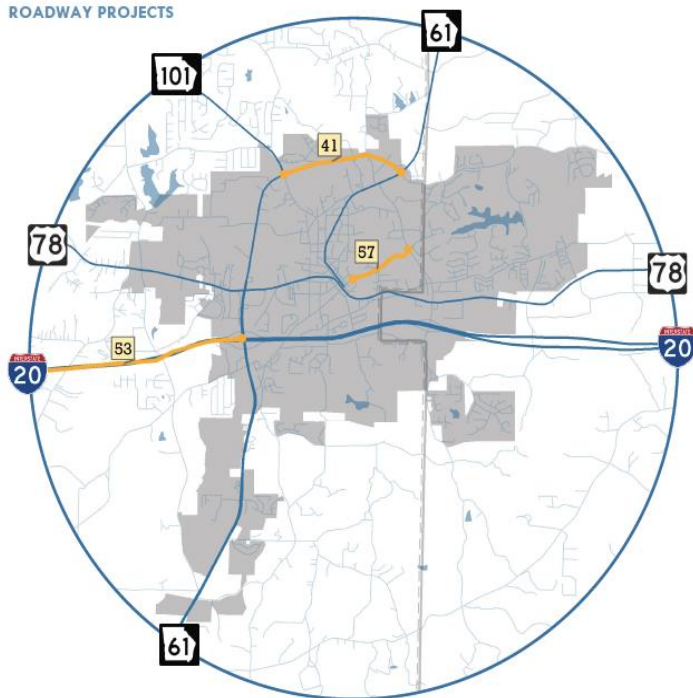
The third category would be classified as Transitory Beneficiaries, meaning, persons who may utilize the Villa Rica Transportation Reunification Program roadway network. This segment is a little more difficult to quantify. However, we can look at traffic counts to see where vehicles are traveling within the city at various points surrounding the TRP roadway network project. We look at key access points, based on data collected for the Villa Rica Transportation Master Plan conducted in 2020 – a fairly current resource for modeling. Within the data, we look at key access points, including Shoreline Drive at Mirror Lake Parkway, Conners Road at Hwy.78, and N./S. Carroll Road at W. Montgomery and Main Streets, in relative proximity to the TRP project area. These intersections are the current touchpoints of the Transportation Reunification Program network. Specifically, we look at data collected at checkpoints 10, 19, and 24 identified in the Transportation Master Plan. Based on data collected at these specific locations, the Annual Average Daily Traffic (AADT) was 8,232 (10), 10,950 (19), and 8,444 (24) – a total of 27,626 daily trips measured from direct access point around the project area.

ANALYZED INTERSECTIONS



The Villa Rica Transportation Master Plan identified the Shoreline Connector as the #1 priority transportation project. According to statistics cited in the Plan, the new connector road would accommodate an estimated 39,187 vehicles trips per day, but the true benefit would be the resulting condensed trip times and travel distances, resulting in reduced local carbon emissions. Further, the new connector would alleviate the congestion on other intersections around the TRP project area by diffusing some of the volume experienced at those points, contributing to a slower decay in the Level of Service (LOS) for the larger area network – this will be explored later in the Benefit/Cost Analysis.

ROADWAY PROJECTS



Estimates for vehicles traversing intersections (10, 19, and 24) adjoining the project area bear this out, and the average between the two serves as our calculated Transitory Beneficiaries for the Villa Rica Transportation reunification Project. The analysis also considers the difference between build and non-build scenarios with respect to vehicle trip distances and carbon emissions.

The Transitory Beneficiaries are calculated at 39,187 vehicles projected to use the Shoreline connector EACH DAY, and up to 42,941 people who attend our downtown event series each year (according to reports to the Georgia Department of Community Affairs).

In total, the number of beneficiaries of the Villa Rica Transportation Reunification Program (TRP) is estimated at 52,163 persons, and 14,303,255 vehicle trips within the TRP project area PER YEAR.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-01-2022

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 A RAISE GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE VILA RICA TRANSPORTATION REUNIFICATION PROGRAM.

WHEREAS: Federal grant funds are available through the U.S. Department of Transportation 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 Villa Rica Transportation Improvement Program; and

WHEREAS: The City of Villa Rica will request grant funds for \$6,434,878; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$1,603,719 – for a total project cost of \$8,018,597;

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 U.S Department of Transportation for the RAISE Grant Program;

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 12th day of April, 2022

Mayor

Date

Clerk

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

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

AGENDA DATE: April 12, 2022
PREPARED BY: Tom Barber

DATE PREPARED: April 10, 2022

AMOUNT: \$4,000 per month for 6 months
FUNDING SOURCE: Water & Sewer Fund

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

PURPOSE: To approve a second six-month extension to the professional services agreement with the law firm of Gilbert, Harrell, Sumerford & Martin.

BACKGROUND: During the last year City staff and Carter & Sloope have worked with Jud Turner, former director of the Georgia EPD, to locate an additional water source for the City. Mr. Turner has completed the initial engagement period and an initial six-month extension.

STAFF RECOMMENDATION: Staff has been very encouraged by the progress made by Mr. Turner so far and recommend an extension to the professional services agreement with his firm.

IMPACT: Engaging Mr. Turner for an additional six months should help us in our negotiations with water providers as well as in our efforts to obtain an indirect reuse permit from EPD. He possesses contacts in the industry that we simply cannot duplicate in a reasonable amount of time.

MOTION: I move to authorize the Mayor to engage Gilbert, Harrell, Sumerford & Martin for an additional six months for a flat fee of \$4,000 per month effective March 1, 2022.

GILBERT, HARRELL, SUMERFORD & MARTIN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

ESTABLISHED 1871

TELEPHONE (912) 265-6700
FAX (912) 264-0244
www.gilbertharrelllaw.com

REPLY TO: BRUNSWICK OFFICE or
DIRECT DIAL - 770-468-9151

March 22, 2022

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

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

Dear Tom:

As we discussed, please accept this letter as confirmation that you've asked us to continue to provide legal services to the City of Villa Rica (the City) on a month-to-month basis related to the City's long term water supply planning and procurement. The scope for these legal services shall include the development of options for the City's long-term water supply which may include long-term purchase contracts or permits for expansion of existing facilities and any related water quality issues surrounding indirect potable reuse/water treatment considerations. This scope is anticipated to include not only the identification of long-term water supply options, but work towards evaluation and negotiation related to those options.

We will bill the City at the beginning of each month as we have in the past and just ask that you give us 30-days notice when you plan to terminate.

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

March 22, 2022
Page 2

Sincerely,

/s/ Judson H. Turner

Judson H. Turner

AGREED AND ACCEPTED:

By: _____

Printed Name: _____
Please Print

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Draft of Intergovernmental Agreement Between Villa Rica and the Carroll County School Board Concerning the Eastside TAD

AGENDA DATE: April 12, 2022

DATE PREPARED: April 10, 2022

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the first draft of an IGA with the Carroll County Board of Education concerning the creation of the Eastside TAD.

BACKGROUND: In December the City forwarded to the BOE the first draft of an IGA between the City and the Carroll County School System for their review. Several Board members have asked if the City Council supports the proposed Tax Allocation District. Although the City has approved a Redevelopment Plan we have yet to approve an IGA.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Approval will remove any question of the City Council's support for the proposed TAD and will facilitate additional conversation with the BOE.

MOTION: I move to authorize the Mayor to execute the attached IGA between the City and the Carroll County Board of Education concerning the proposed Eastside TAD.

STATE OF GEORGIA
COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT
RELATING TO EASTSIDE TAX ALLOCATION DISTRICT

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this _____ of _____, 2021 (the “Effective Date”), by and among the **CITY OF VILLA RICA, GEORGIA**, a municipal corporation of the State of Georgia (the “City”) and the **CARROLL COUNTY SCHOOL DISTRICT** (the “School District”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Education (the “Board of Education”).

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the School District do hereby agree, as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 “**Agreement**” or “**Intergovernmental Agreement**” means this Intergovernmental Agreement among the City and the School District.

1.2 “**Approved Projects**” means, collectively, the Redevelopment Projects that are authorized within the TAD pursuant to the Redevelopment Plan.

1.3 “**Board of Education**” means the Board of Education of the School District.

1.4 “**Board of Education Resolution**” means that certain resolution adopted by the Board of Education on _____, 2021, *inter alia*, consenting to the inclusion of certain ad valorem taxes in the computation of the Tax Allocation Increments for the TAD.

1.5 “**City**” has the meaning provided in the first paragraph hereof.

1.6 “**City Resolution**” means that certain resolution adopted by the City Council of Villa Rica, Georgia, on December 8, 2020 (including any subsequent Resolution affirming and/or amending the same), approving and establishing the Redevelopment Plan, creating the TAD, and addressing other related matters.

1.7 “**County**” means Carroll County, Georgia.

1.8 **“Financing Documents”** means, collectively and each respectively, each bond resolution, bond ordinance, note resolution, note ordinance, trust indenture, loan agreement, financing agreement or other document pursuant to which one or more series of TAD Financing Obligations is issued.

1.9 **“Redevelopment Agency”** means the City Council of Villa Rica, Georgia, which is the redevelopment agency for the Eastside TAD designated by the City in accordance with the Redevelopment Powers Law.

1.10 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolution and designated as the “Redevelopment Area”, as more fully described in the City Resolution and the Redevelopment Plan.

1.11 **“Redevelopment Costs”** shall have the meaning set forth in O.C.G.A. §36-44-3(8).

1.12 **“Redevelopment Plan”** means the written plan of redevelopment for the Redevelopment Area approved by the City in the City Resolution.

1.13 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.14 **“Redevelopment Project”** has the meaning provided in the Redevelopment Plan.

1.15 **“Scheduled Debt Service Payments”** means the aggregate scheduled principal and interest payments on the TAD Financing Obligations in each calendar year in accordance with the Financing Documents, which shall include any scheduled sinking fund redemption payments on the TAD Financing Obligations in such year.

1.16 **“School District”** has the meaning provided in the first paragraph hereof.

1.17 **“School District Tax Allocation Increment”** means that portion of the Tax Allocation Increment for the TAD in each calendar year attributable to the School District’s M&O real estate property taxes.

1.18 **“Special Fund”** means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).

1.19 **“TAD”** means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City and designated “Tax Allocation District Number 1- City of Villa Rica, Georgia,” to be generally known as the “Eastside Tax Allocation District,” as more fully identified in the Redevelopment Plan.

1.20 **“TAD Financing”** means methods of financing Redevelopment Costs within the TAD including TAD Bonds, bank loans and pay-as-you-go funding directly from the Special Fund without any financing obligations.

1.21 **“TAD Financing Obligations”** means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 with respect to the TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.

1.22 **“Tax Allocation Increment”** means the amount of the tax allocation increment with respect to the TAD, as provided in O.C.G.A. §36-44-3(14).

1.23 **“Tax Allocation Increment Base”** means the taxable value of all taxable property subject to ad valorem property taxes, as certified by the state revenue commissioner, located within the TAD on December 31, 2020, as defined in O.C.G.A. §36-44-3(15).

1.24 **“Term”** means the term of this Agreement as prescribed in Section 3.1 hereof.

ARTICLE 2

RECITALS

2.1 The creation of the TAD, the redevelopment and improvement of the TAD, and the development of the Approved Projects in the TAD are expected to result (in addition to increased Tax Allocation Increments) in certain other increased revenues to (a) the City, which may include, without limitation, (i) certain one-time revenues such as increased building permit fees and inspections fees, and (ii) certain on-going annual revenues such as increased sales tax revenues, business licenses, regulatory licenses and taxes and hotel/motel taxes; and (b) the District, increased E-SPLOST revenues. The parties to this Agreement, however, acknowledge that the aforesaid recitals concerning certain other increased revenues are included in this Agreement solely as recitals and shall have no impact or effect on the other terms of this Agreement.

2.2 Representations of the City.

The City makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The City has taken measures to create the TAD effective as of December 31, 2020 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.2.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the

improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the other real property in the TAD.

2.2.3 The City intends to authorize the issuance of TAD Financing Obligations or other means of TAD Financing as may be necessary to implement provisions of the Redevelopment Plan.

2.2.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the School District for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.3 Representations of the School District

The School District makes the following representations as the basis for the undertakings on its part herein contained:

2.3.1 The School District is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.3.2 The School District has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including, without limitation, the inclusion of its M&O real property taxes in the computation of Tax Allocation Increments for the TAD for the purposes set forth in the Redevelopment Plan, pursuant to O.C.G.A. Sec. 36-44-9(b). The School District has received and is familiar with the Redevelopment Plan approved by the City on December 8, 2020.

2.3.3 This Agreement is a valid and binding legal obligation of the School District, enforceable against the School District in accordance with its terms.

ARTICLE 3

3.1 **Term of the Agreement.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until all TAD Financing Obligations and other Redevelopment Costs have been paid in full and the TAD has been dissolved, provided that the Term hereof shall not exceed fifty (50) years.

3.2 **Certification of Tax Allocation Increment Base.** The City and the School District hereby agree that the Tax Allocation Increment Base for the TAD, which has been certified by the State Revenue Commissioner as of December 31, 2020, is the taxable value of all property subject to *ad valorem* property taxation located within the TAD, net of all exemptions and exclusions applicable as of such date.

3.3 **Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for City TAD.**

3.3.1 Pursuant to the Board of Education Resolution, the School District hereby consents and agrees to the inclusion to inclusion of its M&O real property taxes in the computation of Tax Allocation Increments for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2020.

3.3.2 Commencing in 2021 and for each year thereafter in the Term, the School District agrees to remit to the City each year, in accordance with the Redevelopment Powers Law, the School District Tax Allocation Increment for the TAD for such year within forty-five (45) days after the due date for all *ad valorem* taxes paid by the due date and within forty-five (45) days after the end of the calendar month of collection as to all such taxes paid after the due date therefore.

3.4 **Reporting.** Commencing with calendar year 2021 and each calendar year thereafter, the City shall cause the Redevelopment Agency for the TAD, to provide to the Board of Education, within sixty (60) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increment deposited in the Special Fund, the use of such funds and the status of all development undertaken within the TAD.

3.5 **Use of School System Tax Allocation Increment.** The School District Tax Allocation Increment may be used to pay any Redevelopment Costs of Approved Projects. For the avoidance of doubt, such Redevelopment Costs include, without limitation, the costs of issuance of TAD Financing Obligations.

3.6 **Three-Year Review.** The City shall cause the Redevelopment Agency to present a comprehensive and cumulative report on the status of all expenditures from the Special Fund, the issuance of TAD Financing Obligations and the development undertaken within the TAD to the Board of Education commencing in January 2024 and then in January every three (3) years thereafter, until the TAD has been dissolved.

3.7 **Return of School District's Pro Rata Share of Tax Allocation Increment After Redevelopment Costs Are Paid.** Any funds remaining in the Special Fund after all TAD Financing Obligations and other Redevelopment Costs have been paid or otherwise satisfied, which funds were derived from School District Tax Allocation Increments, shall, within ninety (90) days after the end of the calendar year, be paid to the School District, in the same manner and in the same proportion as the most recent distribution by the applicable tax collector, in accordance with the Redevelopment Powers Law.

3.8 **Limitation of Obligations.** The School District shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of School District M&O real estate property taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Financing Obligations shall not constitute an indebtedness of or a charge against the general taxing power of the School District.

ARTICLE 4

4.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

4.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

4.5 **Amendments.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the parties hereto. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the respective parties hereto. No amendment shall be made that impairs the rights of the holder of any outstanding TAD Financing Obligations, except as permitted by the related Financing Documents.

4.6 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the School District at the addresses shown below or at such other addresses as may be furnished by the City and the School District in writing from time to time:

CITY:

City of Villa Rica, Georgia
Holt-Bishop Justice Center
101 Main Street
Villa Rica, Georgia 30180
Attention: City Manager

With A Copy to:

Seyfarth Shaw LLP
1075 Peachtree Street NE – Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

BOARD OF EDUCATION:

Carroll County Board of Education
164 Independence Drive
Carrollton, Georgia 30116
Attn: Chairman

With A Copy to:

4.7 **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

4.8 **Limitation of Rights**. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the City and the School District have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

This ____ day of _____, 2021.

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

Attest: _____
City Manager

[SEAL]

This ____ day of _____, 2021.

By: _____
MICHELLE MORGAN, Chairman, Board of Education

Attest: _____
SCOTT K. COWART, Superintendent

[SEAL]



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Draft of Intergovernmental Agreement Between Villa Rica and Carroll County
Concerning the Eastside TAD

AGENDA DATE: April 12, 2022

DATE PREPARED: April 10, 2022

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the first draft of an IGA with Carroll County concerning the creation of the Eastside TAD.

BACKGROUND: In January the City forwarded to the County the first draft of an IGA between the City and Carroll County for their review. Several questions have asked about the City Council's support of the proposed Tax Allocation District. Although the City has approved a Redevelopment Plan we have yet to approve an IGA.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Approval will remove any question of the City Council's support for the proposed TAD and will facilitate additional conversation with the County.

MOTION: I move to authorize the Mayor to execute the attached IGA between the City and Carroll County concerning the proposed Eastside TAD.

STATE OF GEORGIA
COUNTY OF CARROLL

**INTERGOVERNMENTAL AGREEMENT
RELATING TO EASTSIDE TAX ALLOCATION DISTRICT**

This **INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) is made and entered into as of this _____ of _____, 2022 (the “**Effective Date**”), by and among the **CITY OF VILLA RICA, GEORGIA**, a municipal corporation of the State of Georgia (the “**City**”) and **CARROLL COUNTY, GEORGIA** (the “**County**”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (the “**Board of Commissioners**”).

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 “**Agreement**” or “**Intergovernmental Agreement**” means this Intergovernmental Agreement among the City and the County.

1.2 “**Approved Projects**” means, collectively, the Redevelopment Projects that are authorized or to be authorized within the TAD pursuant to the Redevelopment Plan.

1.3 “**Board of Commissioners**” means the Board of Commissioners of the County.

1.4 “**Board of Commissioners Resolution**” means that certain resolution adopted by the Board of Commissioners on _____, 2022, *inter alia*, consenting to the inclusion of certain ad valorem taxes in the computation of the Tax Allocation Increments for the TAD.

1.5 “**City**” has the meaning provided in the first paragraph hereof.

1.6 “**City Resolution**” means that certain resolution adopted by the City Council of Villa Rica, Georgia, on December 8, 2020 (including any subsequent Resolution affirming and/or amending the same), approving and establishing the Redevelopment Plan, creating the TAD, and addressing other related matters.

1.7 “**County**” means Carroll County, Georgia.

1.8 **“Financing Documents”** means, collectively and each respectively, each bond resolution, bond ordinance, note resolution, note ordinance, trust indenture, loan agreement, financing agreement or other document pursuant to which one or more series of TAD Financing Obligations is issued.

1.9 **“Positive Tax Allocation Increment”** means the Tax Allocation Increment calculated for the TAD in any calendar year in which the Tax Allocation Increment Base is less than that year’s taxable value of all taxable property subject to ad valorem property taxes specified in the Redevelopment Plan in the TAD.

1.10 **“Redevelopment Agency”** means the City Council of Villa Rica, Georgia, which is the redevelopment agency for the Eastside TAD designated by the City in accordance with the Redevelopment Powers Law.

1.11 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolution and designated as the “Redevelopment Area”, as more fully described in the City Resolution and the Redevelopment Plan.

1.12 **“Redevelopment Costs”** shall have the meaning set forth in O.C.G.A. §36-44-3(8).

1.13 **“Redevelopment Plan”** means the written plan of redevelopment for the Redevelopment Area approved by the City in the City Resolution, as now or hereafter amended.

1.14 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.15 **“Redevelopment Project”** has the meaning provided in the Redevelopment Plan.

1.16 **“County Tax Allocation Increment”** means that portion of the Tax Allocation Increment for the TAD in each calendar year attributable to the County’s M&O real estate property taxes.

1.17 **“County Positive Tax Allocation Increment”** means that portion of any Positive Tax Allocation Increment, computed in accordance with O.C.G.A. Sec. 36-44-3(14) in each calendar year, attributable to the County’s M&O real estate property taxes for such calendar year.

1.18 **“Special Fund”** means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).

1.19 **“TAD”** means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City and designated “Tax Allocation District Number 1- City of Villa Rica, Georgia,” to be generally known as the “Eastside Tax Allocation District,” as more fully identified in the Redevelopment Plan.

1.20 “**TAD Financing**” means methods of financing Redevelopment Costs within the TAD including TAD Financing Obligations and pay-as-you-go funding directly from the Special Fund without any TAD Financing Obligations.

1.21 “**TAD Financing Obligations**” means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 with respect to the TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.

1.22 “**Tax Allocation Increment**” means the amount of the tax allocation increment with respect to the TAD, as provided in O.C.G.A. §36-44-3(14).

1.23 “**Tax Allocation Increment Base**” means the taxable value of all taxable property subject to ad valorem property taxes specified in the Redevelopment Plan, as certified by the state revenue commissioner, located within the TAD on December 31, 2020, as defined in O.C.G.A. §36-44-3(15).

1.24 “**Term**” means the term of this Agreement as prescribed in Section 3.1 hereof.

ARTICLE 2

RECITALS

2.1 The creation of the TAD, the redevelopment and improvement of the TAD, and the development of the Approved Projects in the TAD are expected to result (in addition to increased Tax Allocation Increments) in certain other increased revenues to (a) the City, which may include, without limitation, (i) certain one-time revenues such as increased building permit fees and inspections fees, and (ii) certain on-going annual revenues such as increased sales tax revenues, business licenses, regulatory licenses and taxes and hotel/motel taxes; and (b) the County, including additional sales tax revenues. The parties to this Agreement, however, acknowledge that the aforesaid recitals concerning certain other increased revenues are included in this Agreement solely as recitals and shall have no impact or effect on the other terms of this Agreement.

2.2 Representations of the City.

The City makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The City has taken measures to create the TAD effective as of December 31, 2020 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.2.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development

through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the other real property in the TAD.

2.2.3 The City intends to authorize the issuance of TAD Financing Obligations or other means of TAD Financing as may be necessary to implement provisions of the Redevelopment Plan.

2.2.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.3 **Representations of the County**

The County makes the following representations as the basis for the undertakings on its part herein contained:

2.3.1 The County is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.3.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including, without limitation, the inclusion of its M&O real property taxes in the computation of Tax Allocation Increments for the TAD for the purposes set forth in the Redevelopment Plan, pursuant to O.C.G.A. Sec. 36-44-9(b). The County has received and is familiar with the Redevelopment Plan approved by the City on December 8, 2020.

2.3.3 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

ARTICLE 3

AGREEMENTS

3.1 **Term of the Agreement.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until all TAD Financing Obligations and other Redevelopment Costs have been paid in full and the TAD has been dissolved, provided that the Term hereof shall not exceed fifty (50) years.

3.2 **Certification of Tax Allocation Increment Base.** The City and the County hereby agree that the Tax Allocation Increment Base for the TAD, which has been certified by the State Revenue Commissioner as of December 31, 2020, is the taxable value of all property subject to *ad valorem* property taxation specified in the Redevelopment Plan located within the TAD, net of all exemptions and exclusions applicable as of such date.

3.3 **Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for City TAD.**

3.3.1 Pursuant to the Board of Commissioners Resolution, the County hereby consents and agrees to the inclusion to inclusion of its M&O real property taxes in the computation of Tax Allocation Increments for the TAD in accordance with the Redevelopment Powers Law, commencing with ad valorem property taxes levied in calendar year 2022.

3.3.2 Commencing in 2022 and for each year thereafter in the Term of this Agreement, the County consents for the Carroll County Tax Commissioner to pay over to the City, in accordance with O.C.G.A. § 36-44-11(b)(1), any County Positive Tax Allocation Increments for deposit into the Special Fund.

3.4 **Reporting.** Commencing with calendar year 2022 and each calendar year thereafter, the City shall cause the Redevelopment Agency for the TAD, to provide to the Board of Commissioners, within sixty (60) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increment deposited in the Special Fund, the use of such funds and the status of all development undertaken within the TAD.

3.5 **Use of County Tax Allocation Increment.** The County Tax Allocation Increment may be used to pay any Redevelopment Costs of Approved Projects. For the avoidance of doubt, such Redevelopment Costs include, without limitation, the costs of issuance of TAD Financing Obligations and the payment of principal, interest and any redemption premium thereon.

3.6 **Three-Year Review.** The City shall cause the Redevelopment Agency to present a comprehensive and cumulative report on the status of all expenditures from the Special Fund, the issuance of TAD Financing Obligations and the development undertaken within the TAD to the Board of Commissioners commencing in January 2025 and then in January every three (3) years thereafter, until the TAD has been dissolved.

3.7 **Return of County’s Pro Rata Share of Tax Allocation Increment After Redevelopment Costs Are Paid.** Any funds remaining in the Special Fund after all TAD

Financing Obligations and other Redevelopment Costs have been paid or otherwise satisfied, or provided for (including, without limitation, by means of funding reserve accounts), which funds were derived from County Tax Allocation Increments, shall, within ninety (90) days after the end of that calendar year, be paid to the County, in the same manner and in the same proportion as the most recent distribution by the applicable tax collector, in accordance with the Redevelopment Powers Law.

3.8 **Limitation of Obligations.** The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of County M&O real estate property taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Financing Obligations shall not constitute an indebtedness of or a charge against the general taxing power of the County.

ARTICLE 4

MISCELLANEOUS

4.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

4.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

4.5 **Amendments.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the parties hereto. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the respective parties hereto. No amendment shall be made that impairs the rights of the holder of any outstanding TAD Financing Obligations, except as permitted by the related Financing Documents.

4.6 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY:

City of Villa Rica, Georgia
Holt-Bishop Justice Center
101 Main Street
Villa Rica, Georgia 30180
Attention: City Manager

With A Copy to:

Seyfarth Shaw LLP
1075 Peachtree Street NE – Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

BOARD OF COMMISSIONERS:

Carroll County Board of Commissioners
896 Newnan Road
Carrollton, Georgia 30117
Attn: Chair

With A Copy to:

4.7 **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

4.8 **Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

This ____ day of _____, _____.

CITY OF VILLA RICA, GEORGIA

By: _____
GIL MCDOUGAL, Mayor

Attest: _____
TOM BARBER, City Manager

[SEAL]

This ____ day of _____, ____.

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman of the Board of
Commissioners

Attest: _____
Donna Armstrong Lackey, Clerk

(COUNTY SEAL)