

CITY COUNCIL  
GIL MCDOUGAL, 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 MEETING AGENDA

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

April 12, 2022 | 6:00 PM

**Meeting Call to Order** (Mayor Gil McDougal)

**Invocation** (Dr. Kevin Williams, First Baptist Church of Villa Rica)

**Pledge of Allegiance** (Sergeant Drew Fowler, Villa Rica Police Department)

**Ceremonial Presentations** (Mayor & Council)

- Employee Anniversaries:
  1. Carson Avery White - 5 Years of Service with Distribution and Collection
  2. Ellen Ramsey Swain - 10 Years of Service with Senior Center
  3. Darin Andrew Fowler - 10 Years of Service with Villa Rica Police Department
  5. Jeremy L. Dukes - 20 Years of Service with Streets Department
- Presentation of Lisa Deming, Senior Center Manager
- Proclamation - "Georgia's Outstanding Chief of the Year"

**Adoption of the Agenda** (Mayor Gil McDougal)

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

**Council Updates** (Subjects of General Interest and Concern)

### A. Consent Agenda (Mayor Gil McDougal)

1. CVB Board Appointment - Neville Bhada (Sharon Dupont, Tourism Manager)
2. CVB Board Appointment - Dan Christner (Sharon Dupont, Tourism Manager)
3. Presentation & Authorization to Refund/Refinance the Public Facilities Authority Series 2015 Bond (Jennifer Hallman, Finance Director)
4. Agan Development/City of Villa Rica/Mirror Lake Community Association Agreement/re: Somersport Detention Ponds (David Mecklin, City Attorney)
5. 2022 Community Grant Application for Alzheimer's Group of Carroll County (Janet Chumley, Main Street Manager)

6. 2022 Community Grant Application for Thomas A. Dorsey Birthplace Festival (Janet Chumley, Main Street Manager)
7. 2022 Community Grant Application for Villa Rica Lions Clubs (Janet Chumley, Main Street Manager)
8. Atlanta Eats Proposal - Villa Rica Feature (Sharon Dupont, Tourism Manager)
9. Cell Phones for City Council
10. July 3rd Fireworks
11. Portable Restrooms for July 3rd Fireworks Display
12. Request for Ratification of Emergency Repair of Brandywine Lift Station Pump #2 (Erick Broz, Wastewater Manager)
13. North Plant Disc Filter #1 Upgrade (Pete Zorbanos, Utilities Director)
14. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Pete Zorbanos, Utilities Director)
15. Purchase of 2022 International HV607 Grapple Truck for Solid Waste Department (Charlie Davis, Deputy Public Works Director / Fleet Manager)
16. Cancel \$450,000 Promissory Note with DDA and Forgive \$75,000 Loan
17. Renewal with GIRMA for Property and Liability Insurance
18. FY2022 Budget Amendments - #169 - 182
19. Resolution of Support - RAISE Grant Program Application and 20% Match Commitment (Chris Montesinos, Special Projects Director)
20. Approval of Third Phase of Professional Services Agreement with the Law Firm of Gilbert, Harrell, Sumerford & Martin
21. Draft of Intergovernmental Agreement between Villa Rica and the Carroll County School Board Concerning the Eastside TAD
22. Draft of Intergovernmental Agreement Between Villa Rica and Carroll County Concerning the Eastside TAD

**B. Governing Body (Mayor Gil McDougal)**

1. Approval of Council Meeting Minutes of March 8, 2022
2. Carroll Mental Health Advocates - Presentation by Jodie Goodman (Director, Carroll Mental Health Advocates), Lieutenant Greg Falls (Director, Carroll County Crisis Response Team), and Betty Cason (Mayor, City of Carrollton)

**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 Veteran's Memorial Highway Variance from Section 4.04/Table 4.4 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 and Public Hearing (David Mecklin, City Attorney)
8. 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. Human Resources (Sarah Andrews, Interim Director)**

1. Increase Officer Pay and Retention Bonus

**E. Public Works (Bobby Elliott, Director and City Engineer)**

1. Final Plat for Twin Oaks Unit IIB and Public Hearing (Bobby Elliott, Public Works Director and City Engineer)

**F. Finance (Jennifer Hallman, Finance Director)**

1. Financial Update - February 2022

**G. City Manager's Report (Tom Barber)**

**H. Executive Session (David Mecklin, City Attorney)**

1. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.
2. Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).
3. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

**Adjournment (Mayor Gil McDougal)**



**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

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**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](mailto: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](mailto:adoyal@villarica.org)

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**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

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**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**

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- 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](mailto: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

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

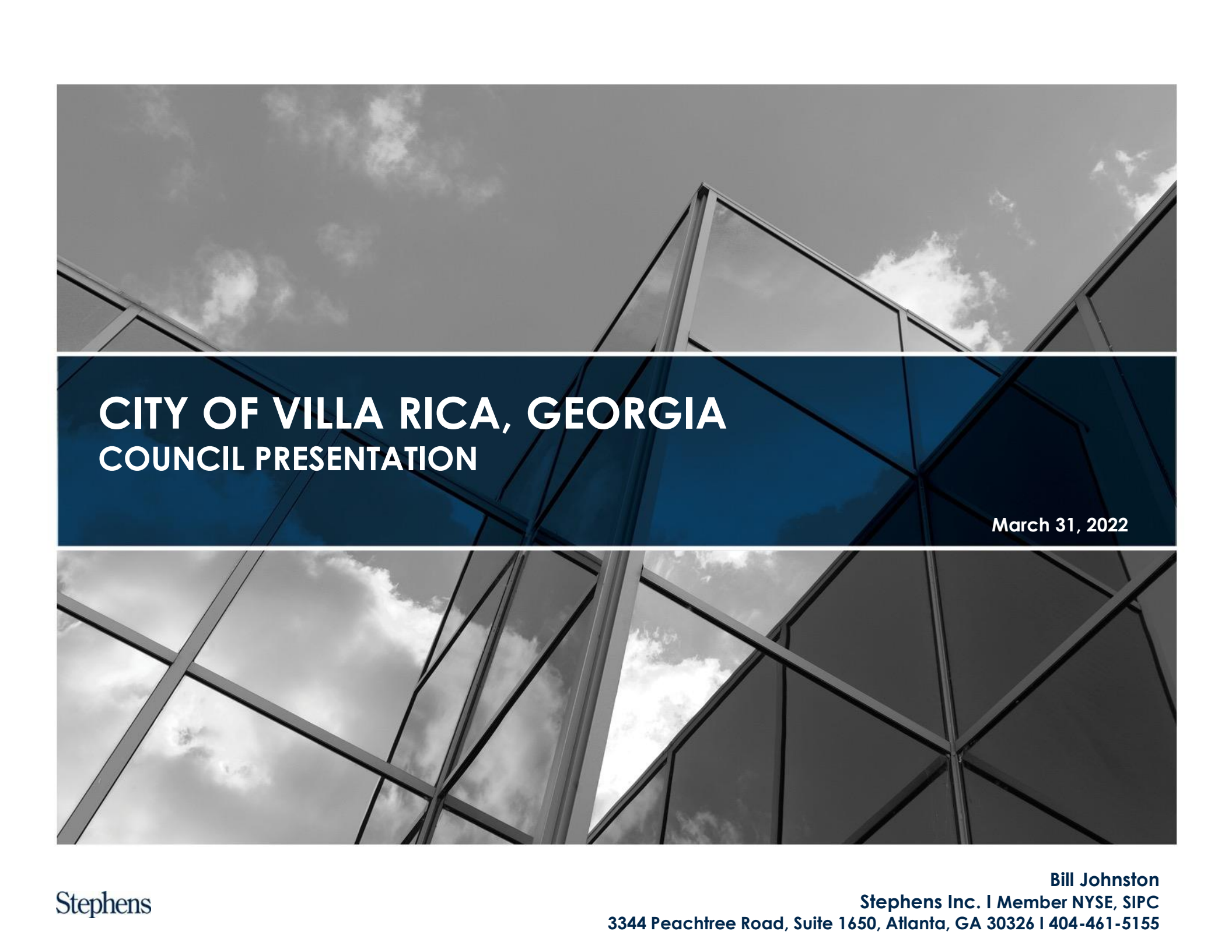
**BACKGROUND:** The City of Villa Rica Public Facilities Authority (“Authority”) issued Series 2015 Revenue Bonds on behalf of the City of Villa Rica (“City”) in the amount of \$33,860,000. The purpose of the issue was to refund a portion of the Authority’s Series 2008 Bonds issued in the amount of \$10,000,000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

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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                |
| <b>Total Sources</b>            | <b>\$32,625,000.00</b> | <b>\$32,060,000.00</b> | <b>\$31,960,000.00</b>      | <b>\$31,960,000.00</b>         |
| 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                         |
| <b>Total Uses</b>               | <b>\$32,625,000.00</b> | <b>\$32,060,000.00</b> | <b>\$31,960,000.00</b>      | <b>\$31,960,000.00</b>         |

### Issues Refunded And Call Dates

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

### 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                |
| <b>Net Present Value Benefit</b>     | <b>\$1,711,347.54</b> | <b>\$47,439.19</b> | <b>\$1,594,577.31</b> | <b>\$2,873,638.39</b> |
| 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         |
| <b>Total Cashflow Savings</b>        | <b>2,085,781.49</b>   | <b>(58,277.50)</b> | <b>1,994,481.81</b>   | <b>3,539,073.25</b>   |
| 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 |
|---------------------|-----------------|

|                      |                        |
|----------------------|------------------------|
| <b>Total Sources</b> | <b>\$31,960,000.00</b> |
|----------------------|------------------------|

### Uses Of Funds

|                                 |               |
|---------------------------------|---------------|
| Deposit to Net Cash Escrow Fund | 31,634,828.47 |
|---------------------------------|---------------|

|                   |            |
|-------------------|------------|
| Costs of Issuance | 325,000.00 |
|-------------------|------------|

|                 |        |
|-----------------|--------|
| Rounding Amount | 171.53 |
|-----------------|--------|

|                   |                        |
|-------------------|------------------------|
| <b>Total Uses</b> | <b>\$31,960,000.00</b> |
|-------------------|------------------------|

### 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 |
|----------------------------|--------------|

|              |                 |
|--------------|-----------------|
| Total Draw s | \$33,235,093.75 |
|--------------|-----------------|

### 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 |
|-------------------------------|--------------|

|                                |        |
|--------------------------------|--------|
| Contingency or Rounding Amount | 171.53 |
|--------------------------------|--------|

|                                  |                       |
|----------------------------------|-----------------------|
| <b>Net Present Value Benefit</b> | <b>\$2,873,638.39</b> |
|----------------------------------|-----------------------|

|                                     |        |
|-------------------------------------|--------|
| Net PV Benefit / Refunded Principal | 9.609% |
|-------------------------------------|--------|

|                                      |        |
|--------------------------------------|--------|
| Net PV Benefit / Refunding Principal | 8.991% |
|--------------------------------------|--------|

|                                  |            |
|----------------------------------|------------|
| Average Annual Cash Flow Savings | 208,180.78 |
|----------------------------------|------------|

|                   |               |
|-------------------|---------------|
| Total New Net D/S | 40,446,126.75 |
|-------------------|---------------|

|                 |               |
|-----------------|---------------|
| Total Prior D/S | 43,985,200.00 |
|-----------------|---------------|

|                               |                     |
|-------------------------------|---------------------|
| <b>Total Cashflow Savings</b> | <b>3,539,073.25</b> |
|-------------------------------|---------------------|

### Bond Statistics

|              |             |
|--------------|-------------|
| Average Life | 9.908 Years |
|--------------|-------------|

|                |            |
|----------------|------------|
| Average Coupon | 2.6798013% |
|----------------|------------|

|                         |            |
|-------------------------|------------|
| Net Interest Cost (NIC) | 2.6798013% |
|-------------------------|------------|

# 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            |
| <b>Total</b> | <b>\$31,960,000.00</b> | <b>-</b> | <b>\$8,486,126.75</b> | <b>\$40,446,126.75</b> | <b>\$43,985,200.00</b> | <b>\$3,539,073.25</b> |

## 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                         | <b>\$2,873,638.39</b> |
| 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           |
| <b>Total</b> | <b>\$31,960,000.00</b> | <b>-</b> | <b>\$8,486,126.75</b> | <b>\$40,446,126.75</b> |

## 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          | -            |
| <b>Total</b> | <b>\$31,634,828.00</b> | <b>-</b> | <b>\$1,600,265.28</b> | <b>\$33,235,093.75</b> | <b>\$33,235,093.75</b> | <b>-</b>     |

## 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 |
|----------------------------------------------|------------|--------|---------|--------|---------------------|------------|------------|
| <b>Dated 1/29/2015   Delivered 1/29/2015</b> |            |        |         |        |                     |            |            |
| 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%   |
| <b>Subtotal</b>                              | -          | -      | -       | -      | <b>\$29,905,000</b> | -          | -          |
| <b>Total</b>                                 | -          | -      | -       | -      | <b>\$29,905,000</b> | -          | -          |



# 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              |

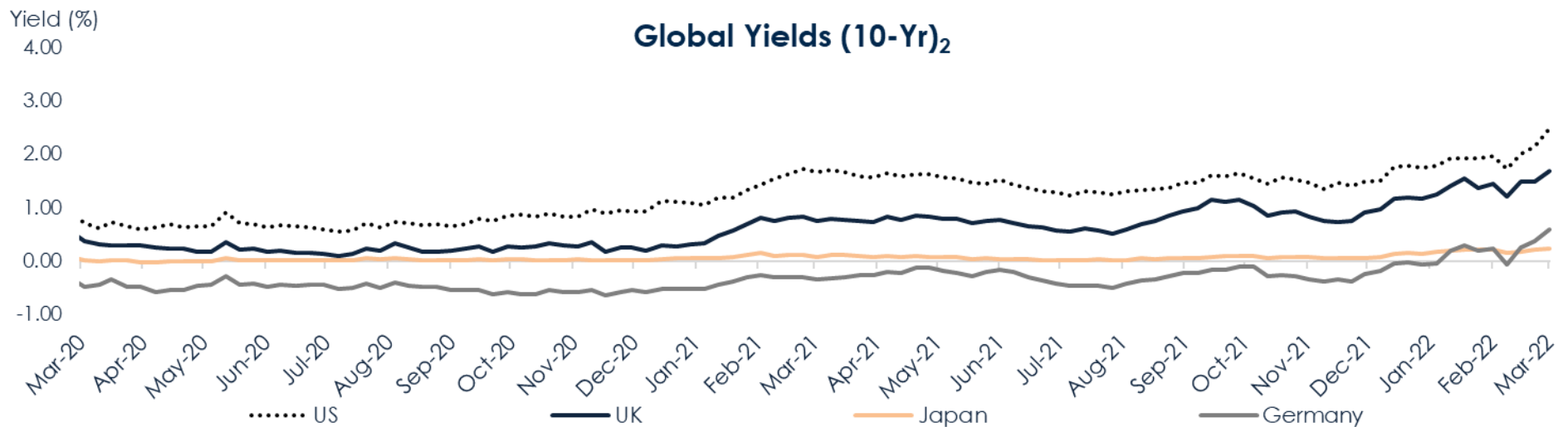
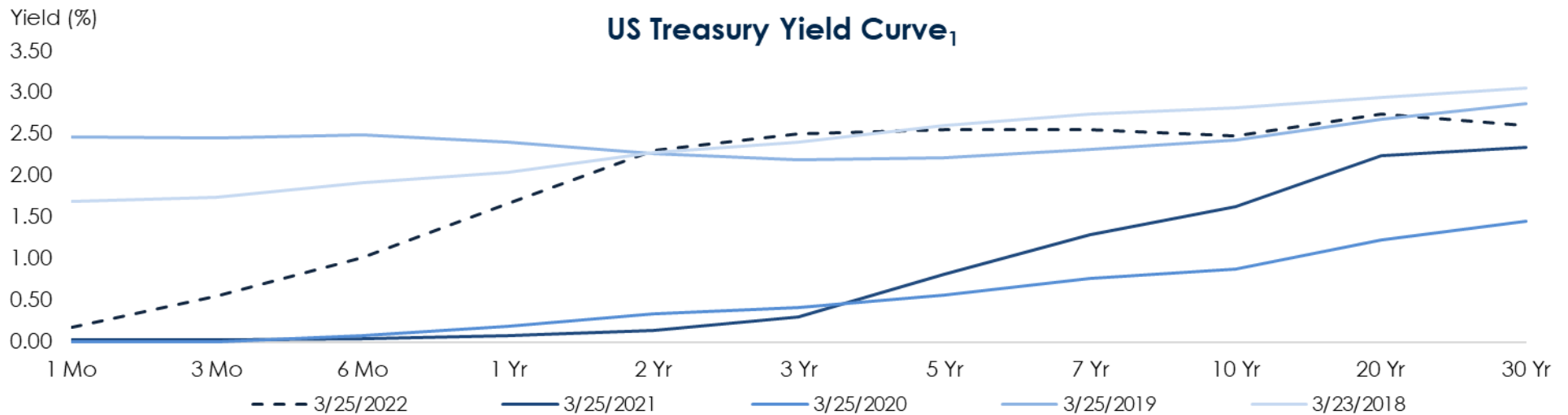
| Economic Calendar   |                                 |        |
|---------------------|---------------------------------|--------|
| TIME (ET)           | REPORT                          | PERIOD |
| MONDAY, MARCH 28    |                                 |        |
| 8:30 AM             | Advance Goods 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

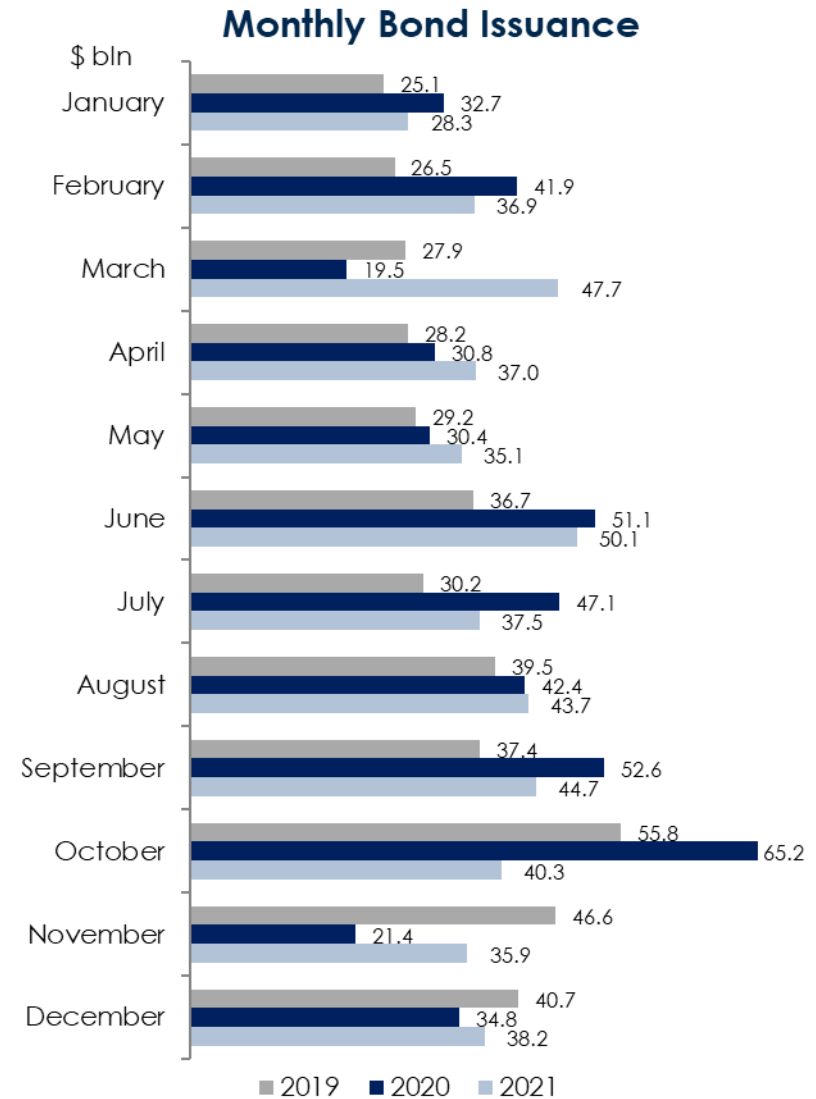
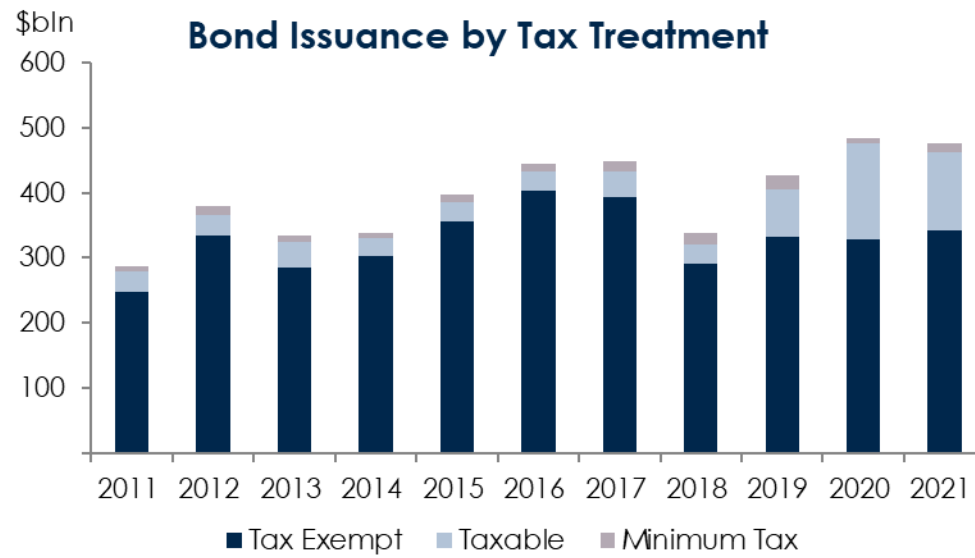
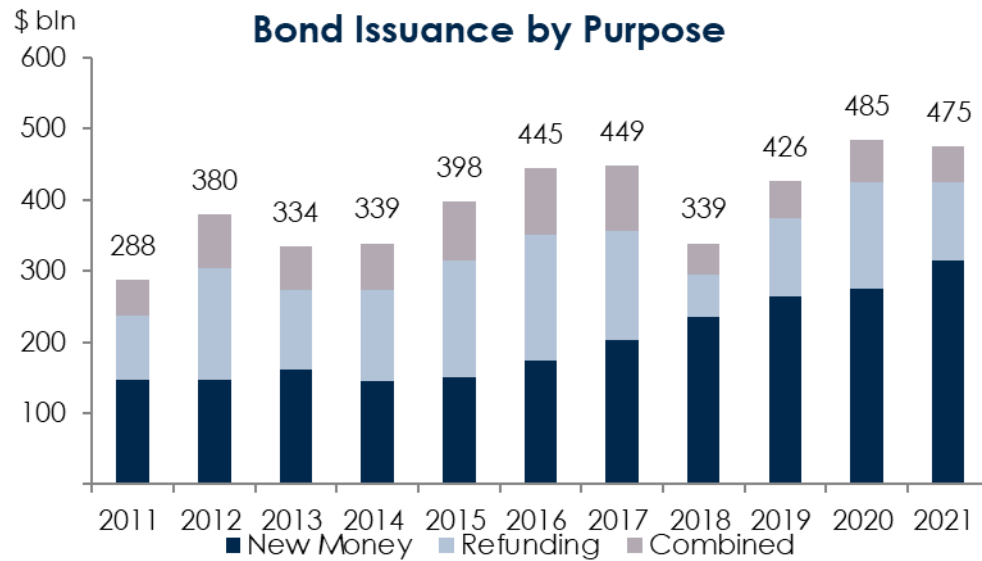
| Week Ending                 | 1/21/22         | 1/28/22         | 2/4/22         | 2/11/22        | 2/18/22         | 2/25/22         | 3/4/22          | 3/11/22        | 3/18/22         | 3/25/22         |
|-----------------------------|-----------------|-----------------|----------------|----------------|-----------------|-----------------|-----------------|----------------|-----------------|-----------------|
| (\$ 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           |
| <b>Total Arkansas</b>       | <b>30.5</b>     | <b>34.1</b>     | <b>31.1</b>    | <b>33.7</b>    | <b>61.4</b>     | <b>176.5</b>    | <b>145.8</b>    | <b>1.7</b>     | <b>33.7</b>     | <b>173.9</b>    |
| 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            |
| <b>Total Georgia</b>        | <b>674.3</b>    | <b>274.0</b>    | <b>68.2</b>    | <b>296.0</b>   | <b>557.3</b>    | <b>11.2</b>     | <b>69.4</b>     | <b>857.0</b>   | <b>70.0</b>     | <b>19.0</b>     |
| 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            |
| <b>Total Mississippi</b>    | <b>0.0</b>      | <b>2.3</b>      | <b>4.6</b>     | <b>5.0</b>     | <b>10.0</b>     | <b>78.6</b>     | <b>78.6</b>     | <b>166.8</b>   | <b>166.8</b>    | <b>88.6</b>     |
| 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             |
| <b>Total North Carolina</b> | <b>185.0</b>    | <b>39.8</b>     | <b>9.4</b>     | <b>284.2</b>   | <b>0.0</b>      | <b>0.0</b>      | <b>0.0</b>      | <b>331.6</b>   | <b>170.6</b>    | <b>0.0</b>      |
| 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            |
| <b>Total South Carolina</b> | <b>109.5</b>    | <b>39.9</b>     | <b>0.0</b>     | <b>945.0</b>   | <b>0.0</b>      | <b>71.7</b>     | <b>43.0</b>     | <b>16.0</b>    | <b>84.0</b>     | <b>58.3</b>     |
| 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             |
| <b>Total Tennessee</b>      | <b>0.0</b>      | <b>6.3</b>      | <b>6.3</b>     | <b>0.0</b>     | <b>0.0</b>      | <b>26.9</b>     | <b>29.1</b>     | <b>36.3</b>    | <b>272.0</b>    | <b>167.7</b>    |
| 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         |
| <b>Total Texas</b>          | <b>2,117.7</b>  | <b>2,251.4</b>  | <b>1,419.3</b> | <b>1,434.9</b> | <b>560.4</b>    | <b>1,005.5</b>  | <b>1,009.2</b>  | <b>342.3</b>   | <b>1,084.6</b>  | <b>3,435.0</b>  |
| 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        |
| <b>Total United States</b>  | <b>10,884.3</b> | <b>12,543.1</b> | <b>9,120.7</b> | <b>9,392.5</b> | <b>10,005.7</b> | <b>10,926.6</b> | <b>13,027.0</b> | <b>9,926.8</b> | <b>12,340.4</b> | <b>15,626.7</b> |

C - Competitive N - Negotiated

# Global Bond Yields

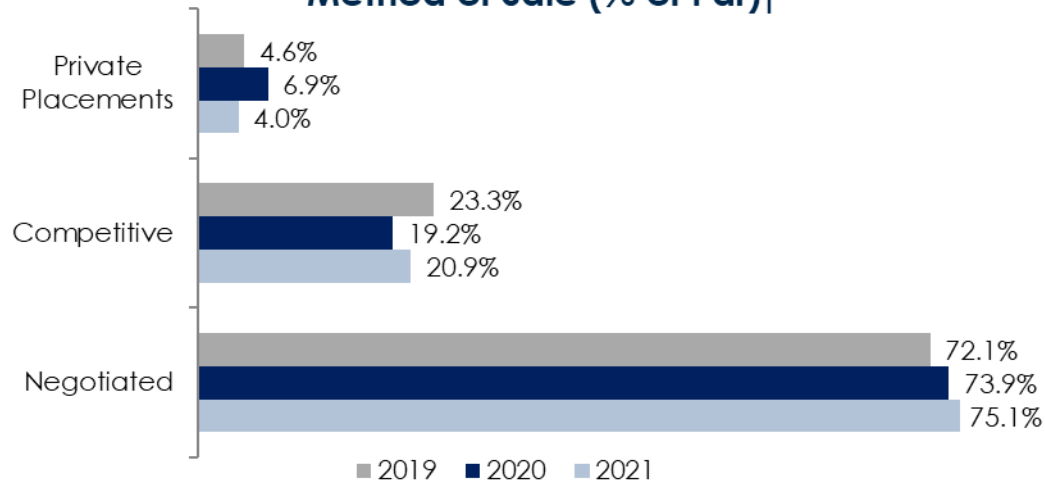


# Municipal Market Overview

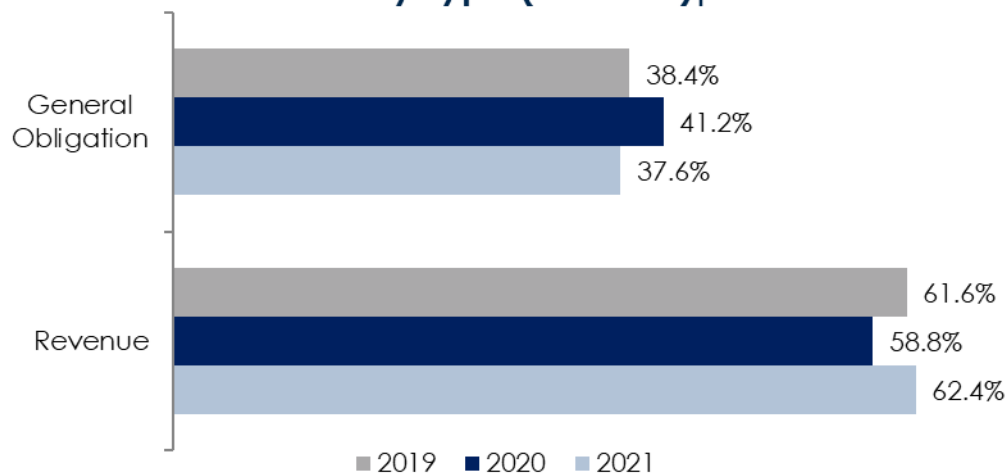


# Municipal Market Overview

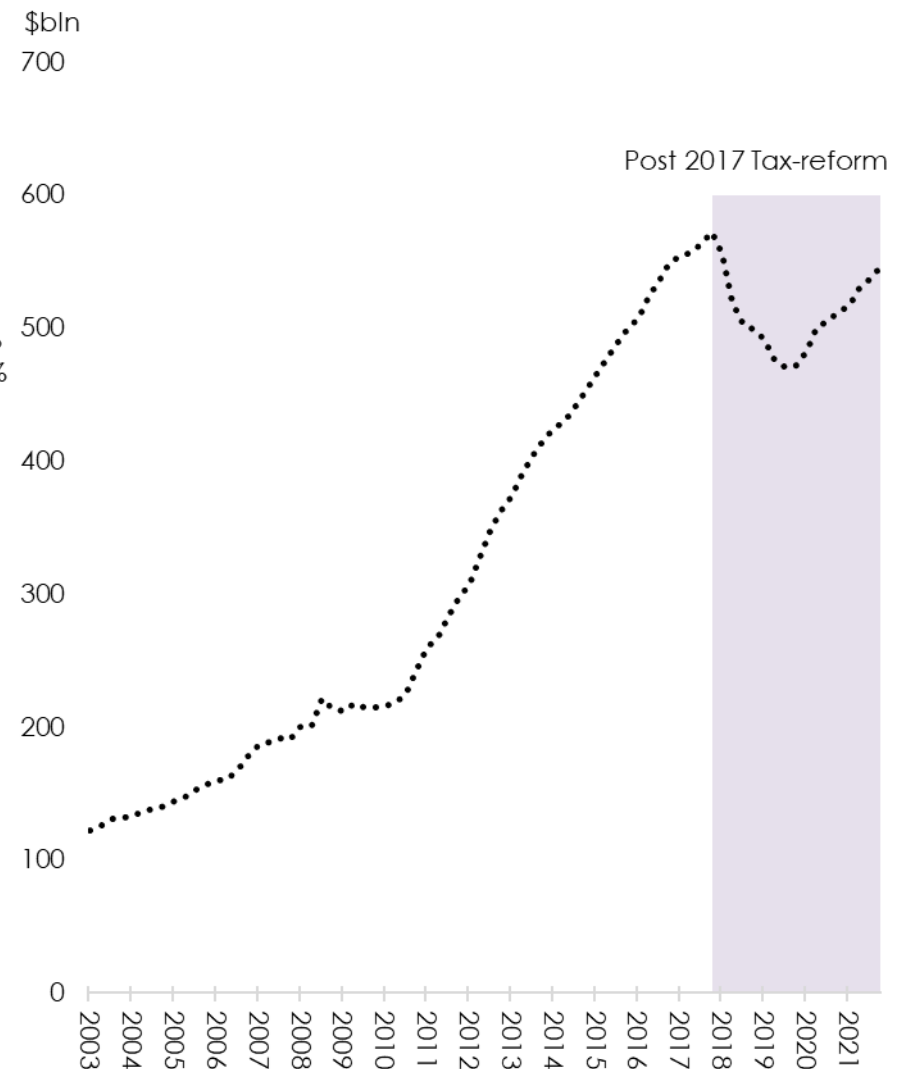
**Method of Sale (% of Par)<sub>1</sub>**



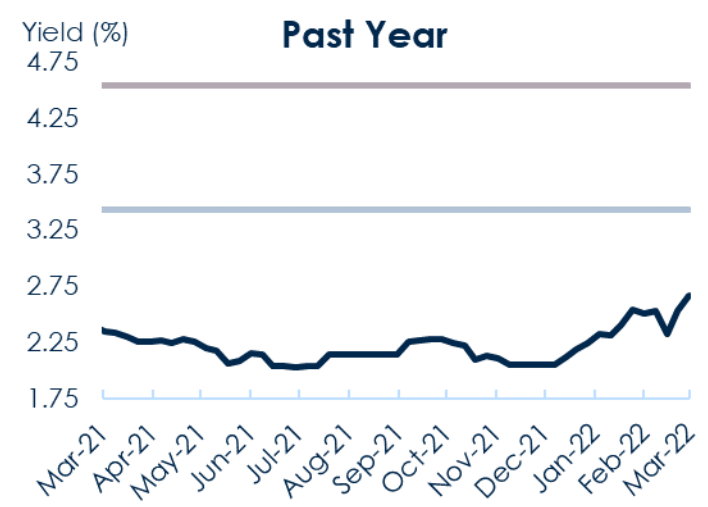
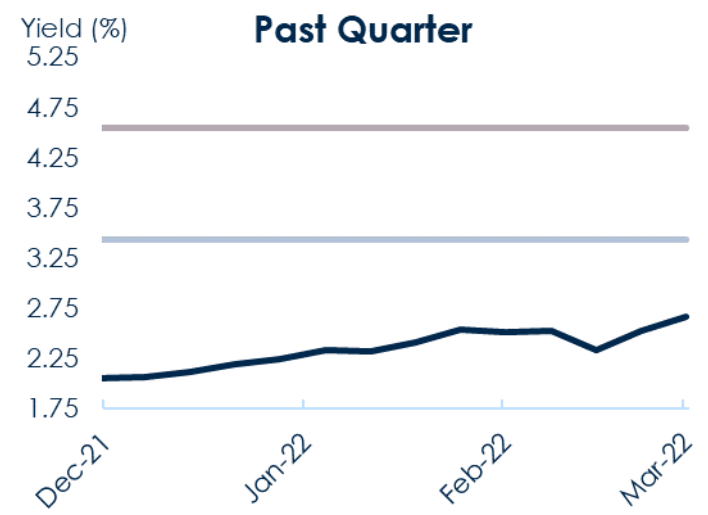
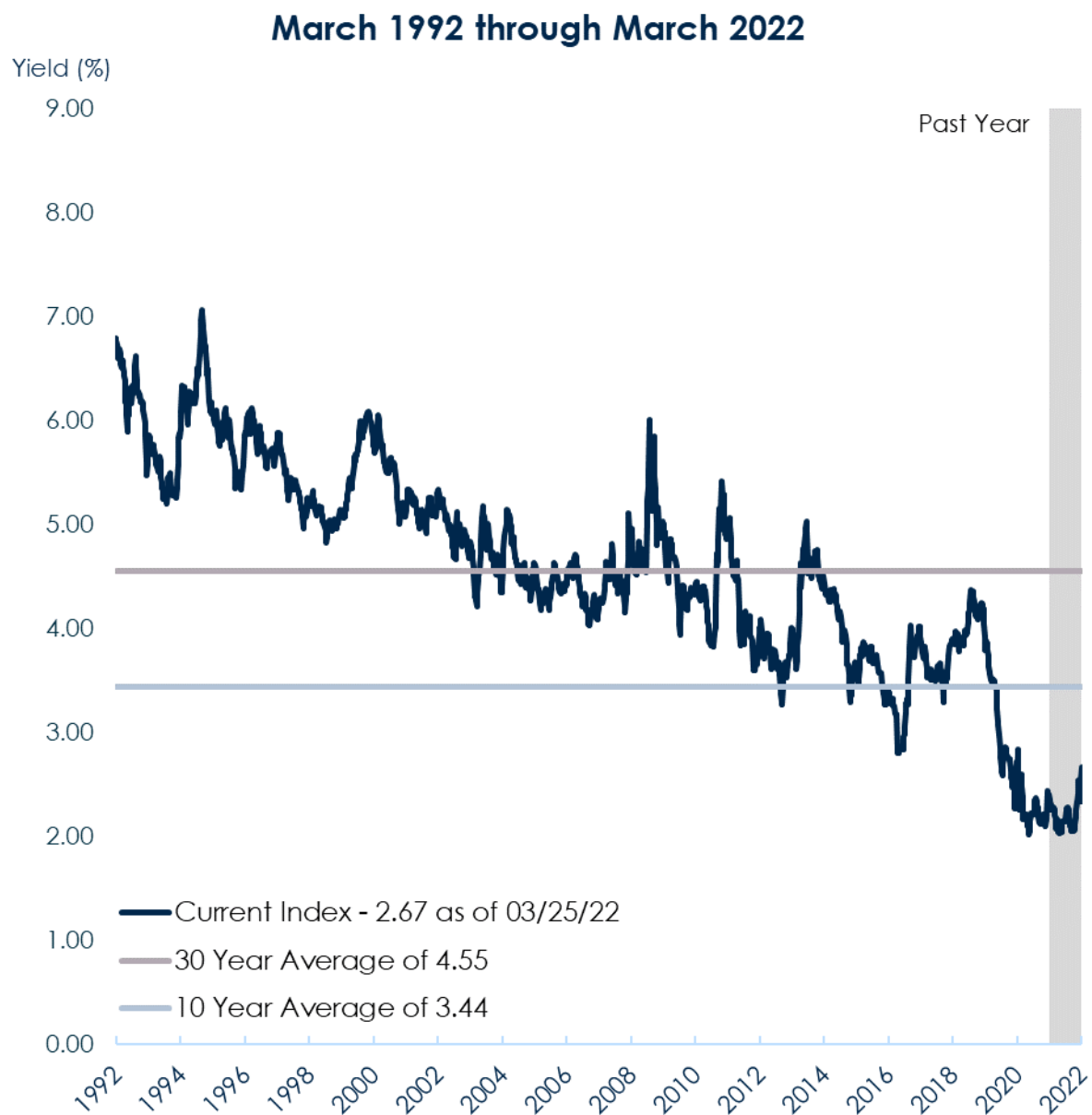
**Security Type (% of Par)<sub>1</sub>**



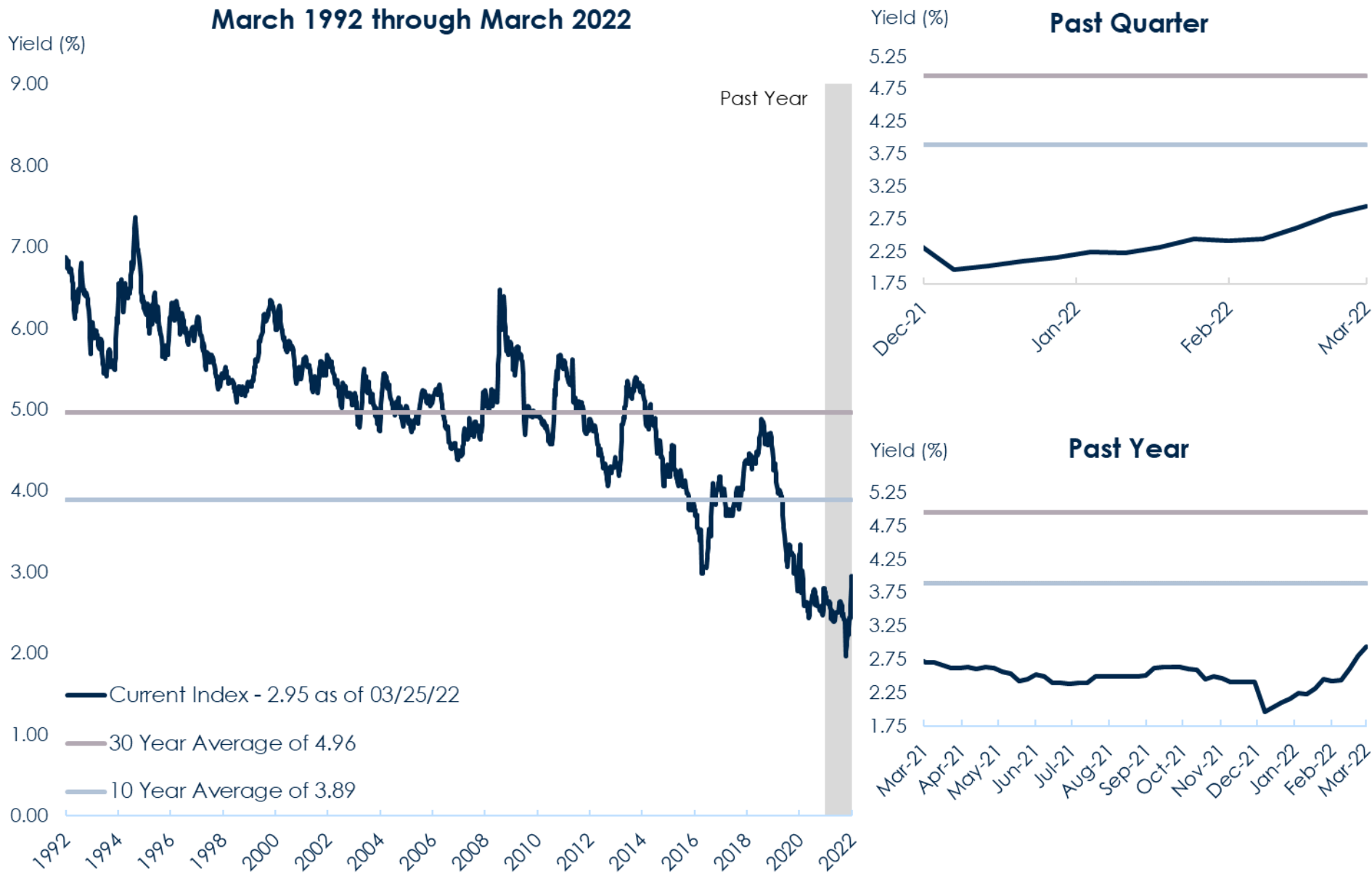
**Bank Holdings of Municipal Bonds<sub>2</sub>**



# Bond Buyer G.O. Bond Index

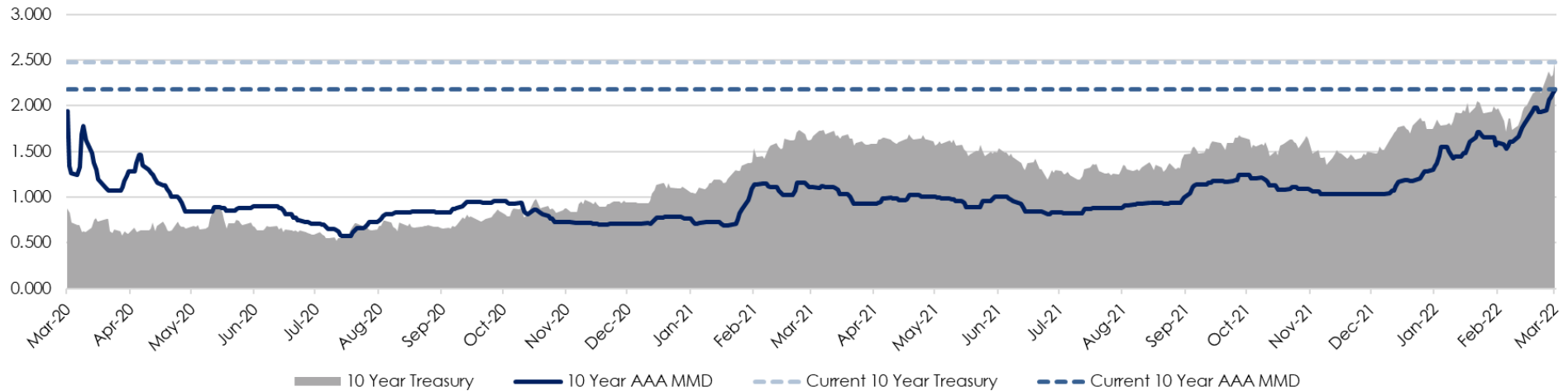


# Bond Buyer Revenue Bond Index



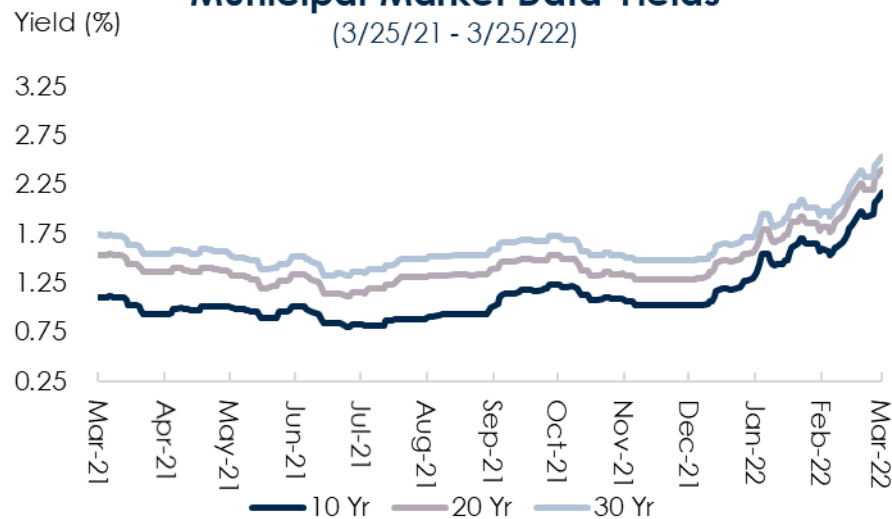
# Taxable and Tax-Exempt Interest Rates

## 10 Year Treasury vs 10 Year AAA MMD



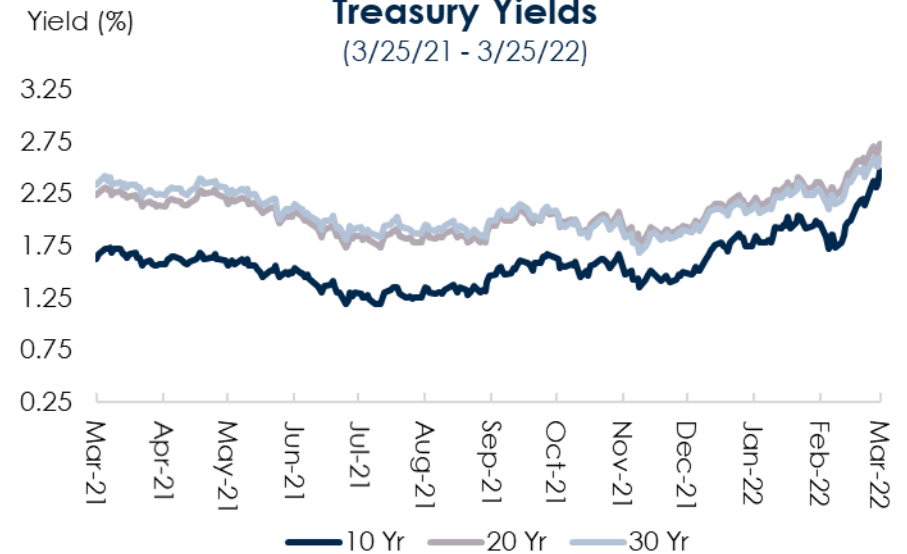
## Municipal Market Data Yields

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



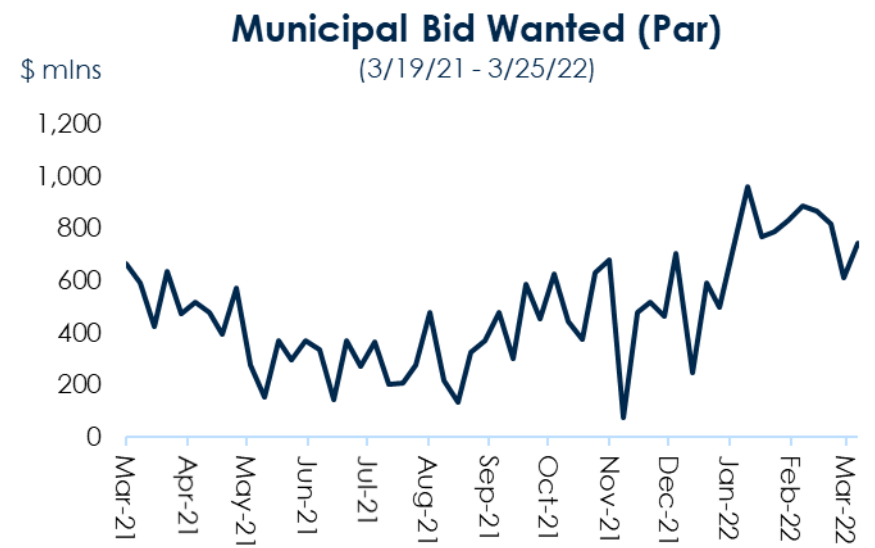
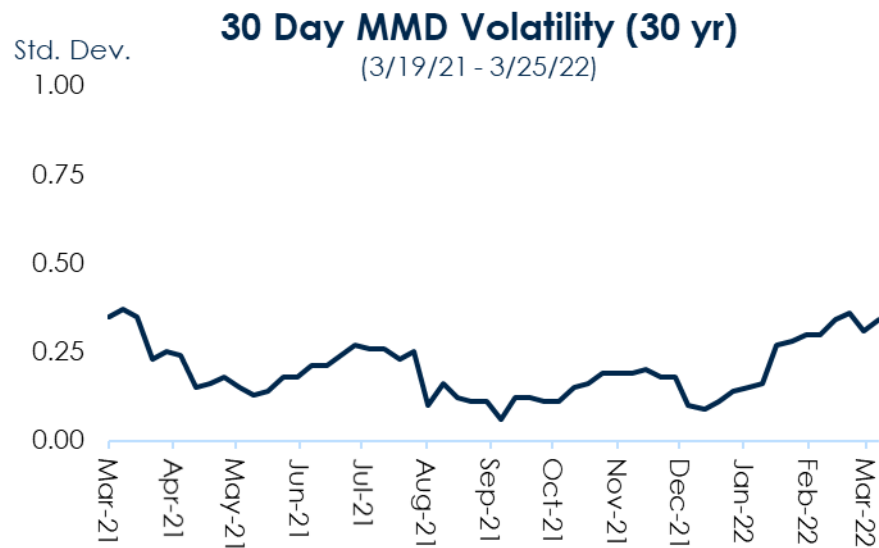
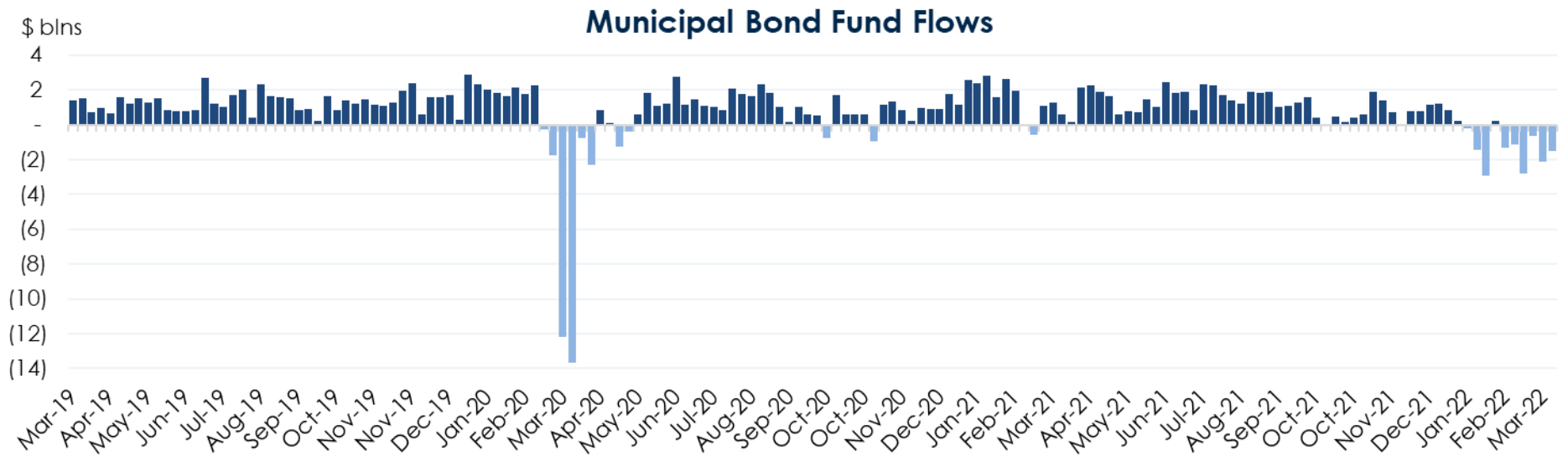
## Treasury Yields

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

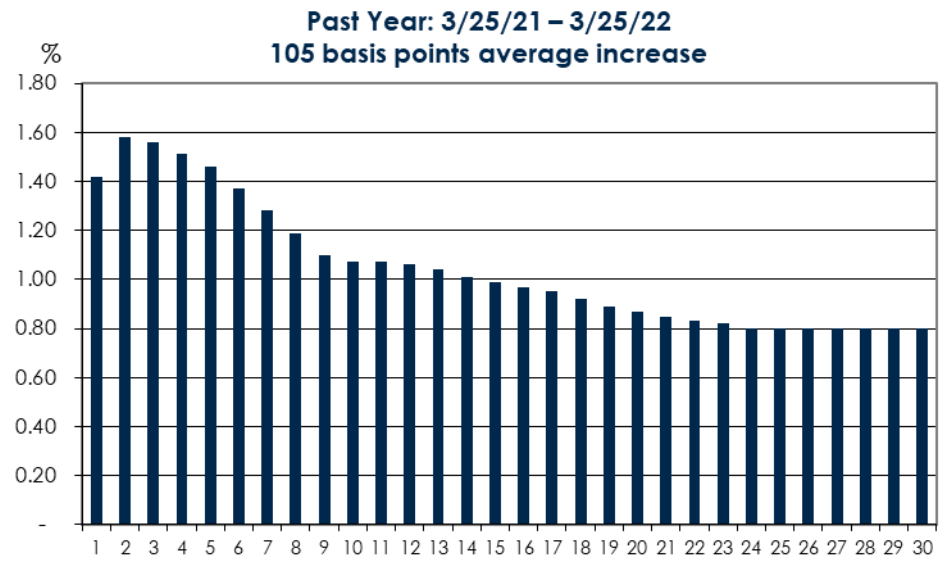
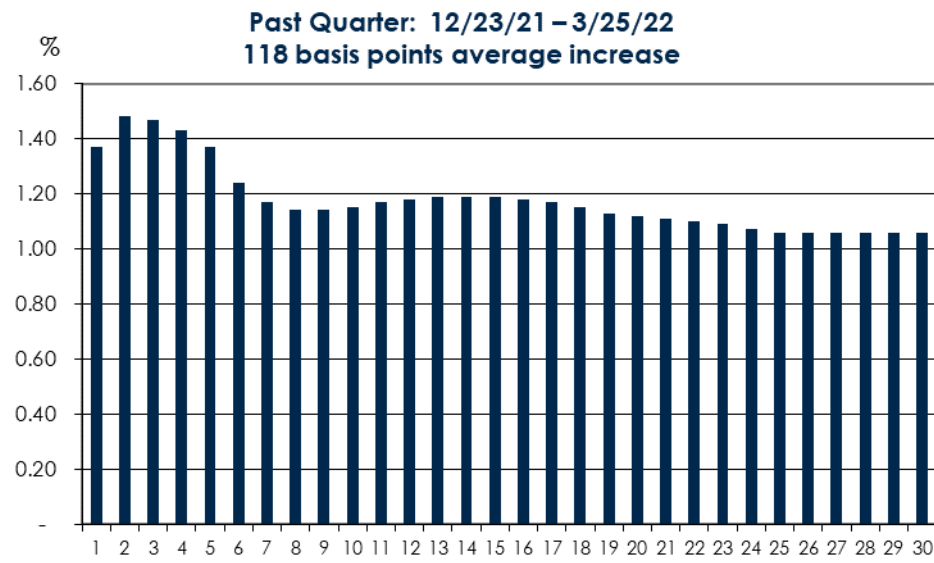
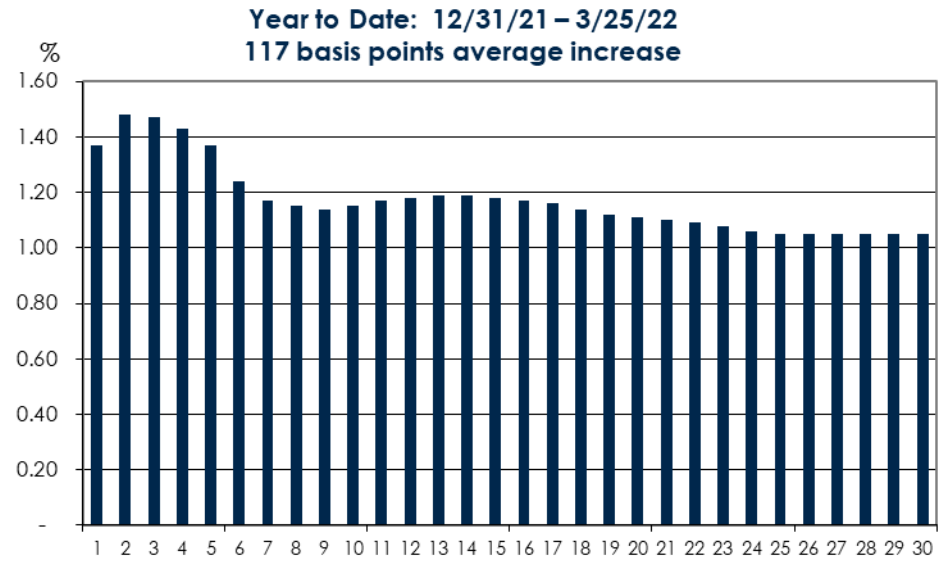
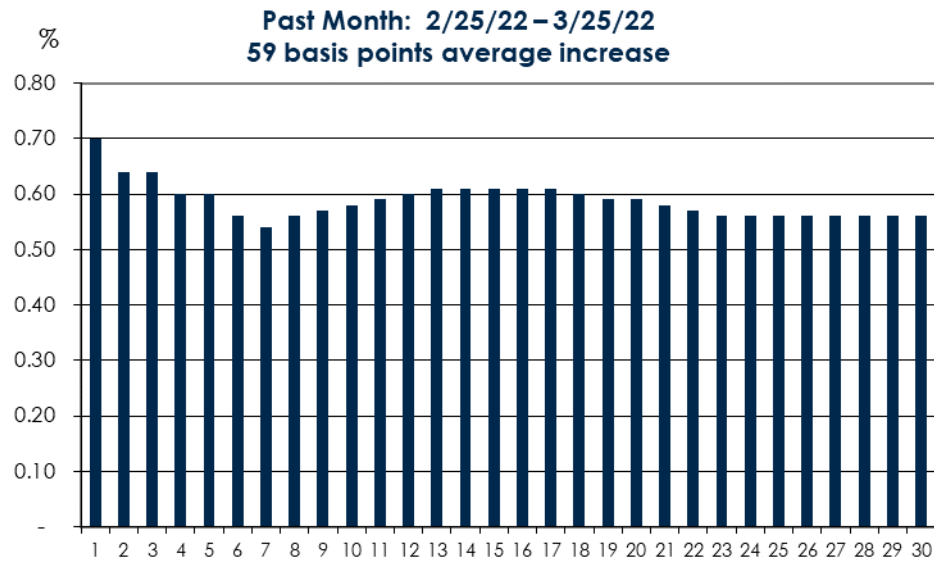




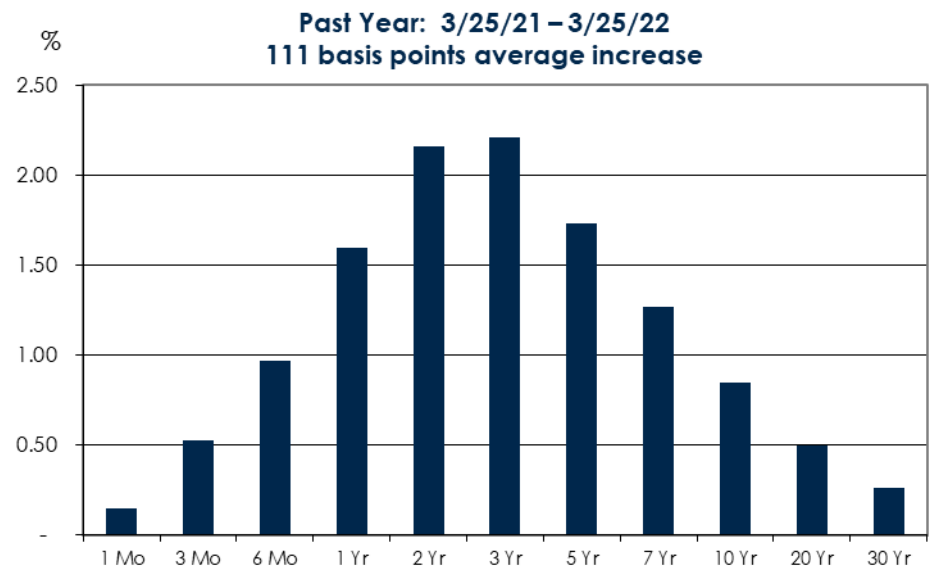
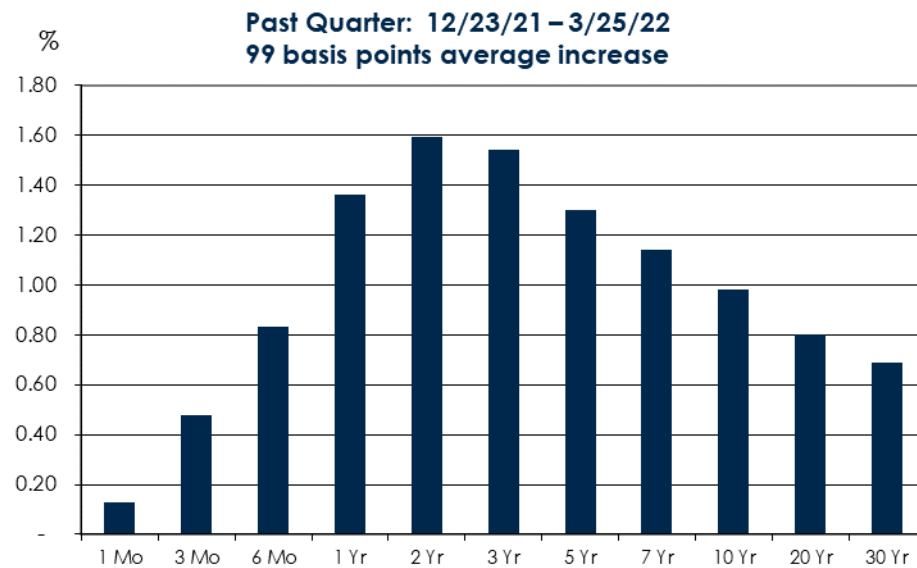
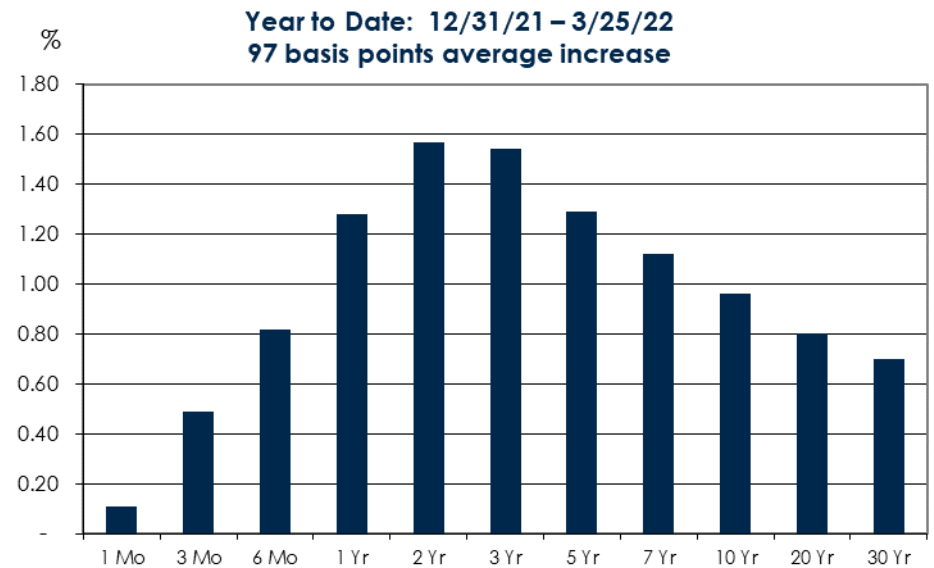
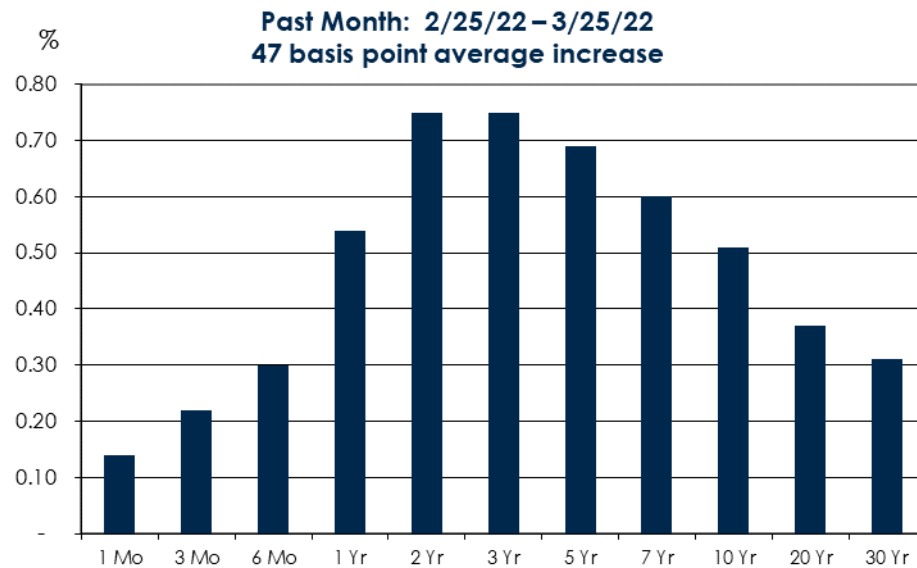
# Municipal Bond Data



# 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 12<sup>th</sup> 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 12<sup>th</sup> day of April 2022.

---

Clerk

(SEAL)



# 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.

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

## **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: \_\_\_\_\_



# 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

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**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                            |           |
| <b>Total</b>                           |           |

| REVENUES                                   | AMOUNT \$ |
|--------------------------------------------|-----------|
| Ticket Sales (minus complimentary tickets) |           |
| Regular                                    |           |
| Patron                                     |           |
| Donations/Pledges                          |           |
| Sponsorships/Grants                        |           |
| Program Ads                                |           |
| Raffle Tickets                             |           |
| Contest Tickets                            |           |
| Food                                       |           |
| Bar                                        |           |
| Silent/Live Auction                        |           |

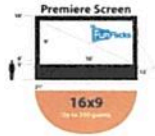
**NET INCOME (or LOSS)**

Income less Expenses: \$ 2087.92

Oct 8<sup>th</sup> 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  |

|              |                 |
|--------------|-----------------|
| <b>Total</b> | <b>\$887.92</b> |
|--------------|-----------------|

## 📅 Event Information

Event Name



Janet C.  
Main Street  
0 - 678-848-1160

## Villa Rica Community Development Grant Program

### Program Goals

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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

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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**

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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

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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) Compliancy

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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

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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 28<sup>th</sup> 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

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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

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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: 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: alzgroupofcc@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: 3.9.22 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    |           |
| 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%

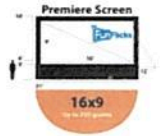
# Quote ID# 9229073

Oct 8<sup>th</sup> 2022

## ☰ 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  |

|              |                 |
|--------------|-----------------|
| <b>Total</b> | <b>\$887.92</b> |
|--------------|-----------------|

## 📅 Event Information

Event Name

| 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                            |           |
| <b>Total</b>                           |           |

| 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: \$ 1687.92



# 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

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**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 25<sup>th</sup> 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

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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

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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**

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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

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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

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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

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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 28<sup>th</sup> 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

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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

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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

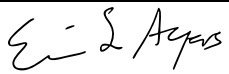
## Section A: Applicant

- 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                            |                 |
| <b>Total</b>                           | <b>\$10,000</b> |

| 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

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**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](mailto: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

- Name of Organization: The Golden City Lions Club of Villa Rica  
Contact Person (if different than above): Michael Young
- Mailing Address: P.O. Box 1945, Villa Rica GA 30180
- Telephone Day: 678-787-0398 Evening: 678-787-0398
- Email: young5410@comcast.net 5. FAX (optional): \_\_\_\_\_
- Date of Tax-Exempt Number and date of Incorporation in Georgia: EIN 30-0699682 2012
- Number of Years in City of Villa Rica: \_\_\_\_\_
- 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

- Project Title: A Taste of Villa Rica 2022
- Scheduled Start and End Dates: October 1, 2022
- Hours of Operation Each Day: 11:00 AM - 4:00 PM
- Amount Requested: \$7,375.00 5. Funds Disbursement Date: August 1, 2022

## Section C: Certification

|                                                                          |                                                                                     |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| _____<br>Signature of Authorized Official/Individual                     | <u>March 28, 2022</u><br>Date                                                       |
| <u>Michael R Young</u><br>Printed Name of Authorized Official/Individual | <u>Secretary, Golden City Lions Club</u><br>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

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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                            |                |
| <b>Total</b>                           | <b>7375.00</b> |

| 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: \$ \_\_\_\_\_



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



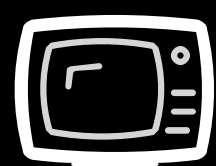
**Instagram Audience**  
197,000+



**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:** 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.



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Fireworks – July 3<sup>rd</sup> 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 3<sup>rd</sup> Fireworks show.

**BACKGROUND:** The Department sought competitive bids for the provision of fireworks display services for the city's annual July 3<sup>rd</sup> 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 3<sup>rd</sup> 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](mailto: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: (\_\_\_\_\_) \_\_\_\_\_

Reference No. 3 of 3

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   |

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|                                                  |              |
|--------------------------------------------------|--------------|
| <b>TOTAL DEVICE COUNT - MAIN BODY AND FINALE</b> | <b>2,123</b> |
|--------------------------------------------------|--------------|

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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 3<sup>rd</sup> 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

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**PURPOSE:** The Parks, Recreation, & Leisure Services Department is requesting the approval of a Portable Restroom vendor to supply said product for the July 3<sup>rd</sup> 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 3<sup>rd</sup> 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 ) 918-8002

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

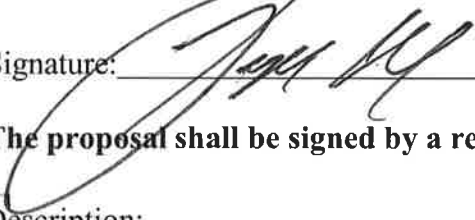
Address of Company: 5035 HIGHWAY 85 SOUTH: FOREST PARK, GA 30297

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:

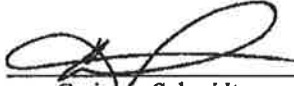
1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any **state and local government solicitations** provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; 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).

|                                                                                                                                                               |                                                           |                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New York NY Office<br>One Liberty Plaza<br>165 Broadway, Suite 3201<br>New York NY 10006 USA          | <b>CONTACT NAME:</b>                                      |                                       |
|                                                                                                                                                               | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122               | <b>FAX (A/C. No.):</b> (800) 363-0105 |
| <b>INSURED</b><br>United Rentals (North America), Inc.<br>United Rentals, Inc. & Subsidiaries<br>100 First Stamford Place, Suite 700<br>Stamford CT 06902 USA | <b>E-MAIL ADDRESS:</b>                                    |                                       |
|                                                                                                                                                               | <b>INSURER(S) AFFORDING COVERAGE</b>                      |                                       |
|                                                                                                                                                               | <b>NAIC #</b>                                             |                                       |
|                                                                                                                                                               | <b>INSURER A:</b> ACE American Insurance Company          | 22667                                 |
|                                                                                                                                                               | <b>INSURER B:</b> Indemnity Insurance Co of North America | 43575                                 |
|                                                                                                                                                               | <b>INSURER C:</b> ACE Fire Underwriters Insurance Co.     | 20702                                 |
|                                                                                                                                                               | <b>INSURER D:</b> ACE Property & Casualty Insurance Co.   | 20699                                 |
| <b>INSURER E:</b> North American Capacity Ins Co                                                                                                              | 25038                                                     |                                       |
| <b>INSURER F:</b>                                                                                                                                             |                                                           |                                       |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$2,000,000 SIR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | XSLG72482529<br>SIR applies per policy terms & conditions       | 10/01/2021              | 10/01/2022              | EACH OCCURRENCE \$3,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000<br>MED EXP (Any one person) Excluded<br>PERSONAL & ADV INJURY \$3,000,000<br>GENERAL AGGREGATE \$6,000,000<br>PRODUCTS - COMP/OP AGG \$6,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY                         |           |          | ISA H25544080                                                   | 10/01/2021              | 10/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                       |
| D        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION                                                                                                                 |           |          | XEUG27905997007<br>SIR applies per policy terms & conditions    | 10/01/2021              | 10/01/2022              | EACH OCCURRENCE \$15,000,000<br>AGGREGATE \$15,000,000                                                                                                                                                                                |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                             | Y/N<br>N  | N/A      | WLRC68919988<br>AOS<br>WLRC68920024<br>AZ CA MA                 | 10/01/2021              | 10/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$2,000,000<br>E.L. DISEASE-EA EMPLOYEE \$2,000,000<br>E.L. DISEASE-POLICY LIMIT \$2,000,000                                    |
| A        | Excess WC                                                                                                                                                                                                                                                                                                                                                                     |           |          | WCUC68920061<br>WA<br>SIR applies per policy terms & conditions | 10/01/2021              | 10/01/2022              | EL Each Accident \$2,000,000<br>EL Disease - Policy \$2,000,000<br>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.<br>United Rentals, Inc. & Subsidiaries<br>100 First Stamford Place, Suite 700<br>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<br><br><i>Aon Risk Services Northeast, Inc.</i>                                                                                      |



## Page \_ of \_

|                                                       |           |                                                       |  |
|-------------------------------------------------------|-----------|-------------------------------------------------------|--|
| AGENCY<br>Aon Risk Services Northeast, Inc.           |           | NAMED INSURED<br>United Rentals (North America), Inc. |  |
| POLICY NUMBER<br>See Certificate Number: 570089480641 |           |                                                       |  |
| CARRIER<br>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 3<sup>rd</sup> 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, LLC**5655 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            |
|--------------------------------------------|-----------|-----------|-----------------|-----------------|---------------|------------------------|
| <b>Deluxe Restroom</b>                     | <b>EA</b> | <b>22</b> | <b>07/02/22</b> | <b>07/05/22</b> | <b>45.00</b>  | <b>990.00</b> one time |
| Deluxe Restroom Service                    | EA        | 22        | 07/02/22        | 07/05/22        | 30.00         | 660.00 one time        |
| <b>Deluxe Restroom Subtotal:</b>           |           |           |                 |                 |               | <b>1,650.00</b>        |
| <b>ADA Wheelchair Accessible</b>           | <b>EA</b> | <b>4</b>  | <b>07/02/22</b> | <b>07/05/22</b> | <b>75.00</b>  | <b>300.00</b> one time |
| ADA Wheelchair Accessible Svc              | EA        | 4         | 07/02/22        | 07/05/22        | 40.00         | 160.00 one time        |
| <b>ADA Wheelchair Accessible Subtotal:</b> |           |           |                 |                 |               | <b>460.00</b>          |
| <b>Ultra Flushable Restroom</b>            | <b>EA</b> | <b>4</b>  | <b>07/02/22</b> | <b>07/05/22</b> | <b>70.00</b>  | <b>280.00</b> one time |
| Ultra Flushable Service                    | EA        | 4         | 07/02/22        | 07/05/22        | 95.00         | 380.00 one time        |
| <b>Ultra Flushable Restroom Subtotal:</b>  |           |           |                 |                 |               | <b>660.00</b>          |
| <b>Delivery, Setup, Removal</b>            | <b>EA</b> | <b>1</b>  | <b>07/02/22</b> | <b>07/05/22</b> | <b>600.00</b> | <b>600.00</b> 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).

| <b>PRODUCER</b><br>Willis Towers Watson Midwest, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT</b><br>NAME: Willis Towers Watson Certificate Center<br>PHONE (A/C, No, Ext): 1-877-945-7378<br>FAX (A/C, No): 1-888-467-2378<br>E-MAIL: certificates@willis.com<br>ADDRESS: certificates@willis.com                                                                                                                                                                                                                    |                               |        |                                                 |       |                                           |       |            |  |            |  |            |  |            |  |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------|-------|-------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>United Site Services of Florida, LLC<br>118 Flanders Road, Suite 1000<br>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: |  |
| 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:                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                 |       |                                           |       |            |  |            |  |            |  |            |  |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                                               |          | GL4057787       | 12/31/2021              | 12/31/2022              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                        |                                               |          | CA6675838       | 12/31/2021              | 12/31/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                      |                                               |          | US00076933LI21A | 12/31/2021              | 12/31/2022              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                      |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> No | N/A      | LDS4047370      | 12/31/2021              | 12/31/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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<br>646 Industrial Blvd<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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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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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. 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.

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.

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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. LDS4047370

Endorsement No.

Insured UNITED SITE SERVICES, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_



Agenda Item: \_\_\_\_\_

# 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.

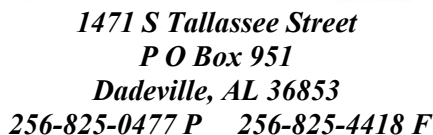
**BACKGROUND:** The lift station is a two pump system. When one pump failed it was imperative to get it repaired or replaced to provide redundancy and maintain operation.

**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 ratify 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<br>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<br>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 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------------|-------------|
| <p>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.</p> <p><b>***Lead Time: 2 Business Weeks***</b></p> <p><b>**Please note that our service schedule is currently operating at 10-12 business weeks from receipt of order.**</b></p> |                                                                    |             |             |
| 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.<br><b>**Installation of the cloth media by others.</b> | \$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**

|                                      |             |
|--------------------------------------|-------------|
| <b>Equipment and/or Accessories:</b> | \$28,523.89 |
| <b>Total Job Price:</b>              | \$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.

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**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 25<sup>th</sup>, 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 Villaria Waste Water Treatment Plant, with turnkey installation.

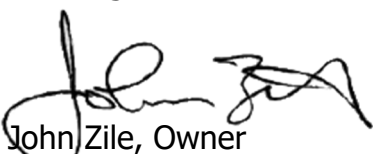
To provide six new lift station Scada RTUs, we are pleased to offer the following:

- 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:** 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, Breakthrough 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

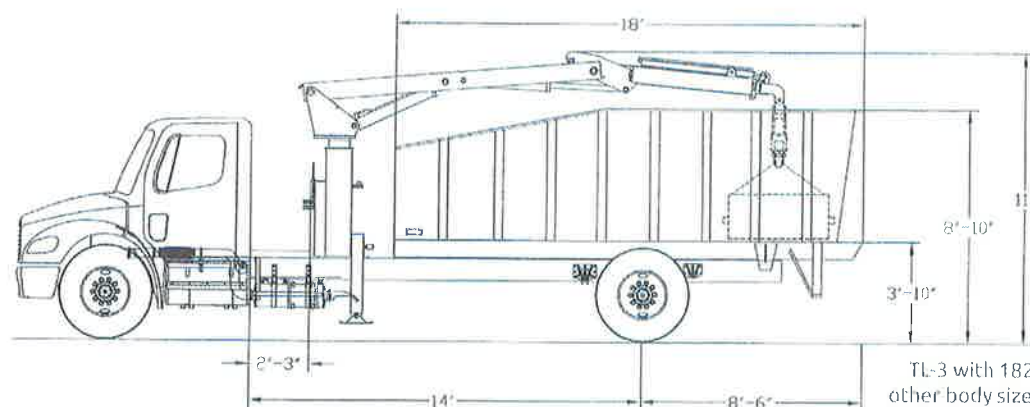
The torque arm allows the pedestal to flex laterally, which helps to reduce stresses to the pedestal caused from dynamic forces from boom rotation. Without a torque arm the pedestal would be subjected to higher levels of stress caused by the rotational forces from sudden starts or stops from boom rotation.



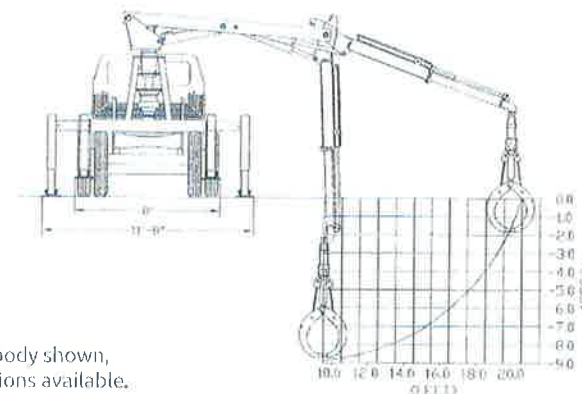
### MAIN MAINTENANCE

We use mylon bearings in the bearing housing and a sealed planetary gearbox 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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**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)
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- 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

•

---

**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**

**Petersen TL-3**

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**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**

- 

---

**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)

|                    |                |                      |
|--------------------|----------------|----------------------|
| <b>Customer No</b> | <b>Slspsn</b>  | <b>Payment terms</b> |
| 199                | Nick Filer     | COD                  |
| <b>Loc</b>         | <b>PPD/COL</b> | <b>Ship Date</b>     |
| LW                 | DRIVE AWAY     | A.S.A.P.             |
| <b>Qty Ordered</b> | <b>UOM</b>     | <b>Item No</b>       |

Delivery Date: Q2-2023

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <b>Unit price</b> | <b>Disc</b> | <b>Extended price</b> |
|-------------------|-------------|-----------------------|

|      |    |                     |           |           |
|------|----|---------------------|-----------|-----------|
| 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

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 2

## 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

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<br>LED TYPE BODY LIGHTS, 15 EA                         | 1.00 | 0.00 |
| 1.00 | EA | 10.10 LED FLASH<br>AMBER LED FLASHERS IN REAR<br>CORNER POST     | 1.00 | 0.00 |
| 1.00 | EA | 8.77ANSI<br>ANSI Z245 PACKAGE                                    | 1.00 | 0.00 |
| 1.00 | EA | 8.76 RCMTL<br>REAR CAMERA MOUNTED IN REAR<br>MARKER LIGHT-TV-550 | 1.00 | 0.00 |
| 1.00 | EA | 11.02B<br>BODY COLOR: BLACK                                      | 1.00 | 0.00 |

|      |    |                                                                                                                                                        |           |           |
|------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| 1.00 | EA | CHASSIS-OTHER<br>CHASSIS, FOR NEW LOADER<br>2023 International MV<br>Cummins B6.7 300 HP 660 LB/FT Torque<br>Allison 3500 RDS Automatic<br>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 with DDA  
**AGENDA DATE:** 4-12-2022

**DATE PREPARED:** 3-30-2022  
**PREPARED BY:** Sarah Andrews

**AMOUNT:** \$450,000  
**GL ACCOUNT #:** Fund Balance  
**FUNDING SOURCE:** n/a  
**BUDGETED ITEM?** n/a

---

**PURPOSE:** To cancel the \$450,000 promissory note between the City and the DDA for improvements at Butterball's.

**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 DDA never used the funds, but the City still has fund balance committed for this purpose.

Since the building is going to be demolished, the promissory note should be cancelled.

**STAFF RECOMMENDATION:** Approval.

**IMPACT:** Will free up \$450,000 of the City's fund balance that has been set aside for this promissory note.

**MOTION:** I move to cancel the \$450,000 promissory note between the City and the Downtown Development Authority.

**PROMISSORY NOTE**

Carroll County, Georgia

\$450,000.00

January 23, 2017

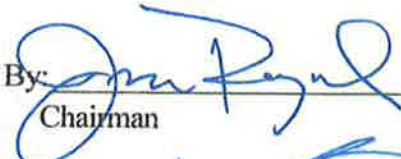
On or before the tenth (10<sup>th</sup>) anniversary of the date of this Note (the "Scheduled Maturity Date"), the undersigned VILLA RICA DOWNTOWN DEVELOPMENT AUTHORITY ("Borrower"), for value received, hereby promises to pay to the order of the CITY OF VILLA RICA (the "Lender") the principal sum of 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.

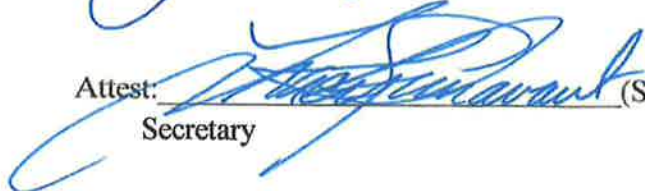
Interest shall accrue on advances under this Note at the simple rate of 3% on the outstanding principal balance.

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 6<sup>th</sup> 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

## 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:

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# 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

| <b>Automobile Liability</b>      | <b>Limit of Liability</b> |
|----------------------------------|---------------------------|
| 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                   |

| <b>Automobile Physical Damage</b> | <b>Limit of Liability</b> |
|-----------------------------------|---------------------------|
| 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

|                                    | <b>Limit of Liability</b> |
|------------------------------------|---------------------------|
| <b>Crime / Fidelity</b>            |                           |
| 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<br>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)                                                                                                                                                                                                                                                       | \$5,000                   |
| Deductible – Mobile Equipment All Perils<br>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)                                                                                                                                                                                                                                                           | \$5,000                   |
| Deductible – Named Windstorm for Tier 1 Only*<br>* 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                 |
| <b>Equipment Breakdown</b>                                                                                                                                                                                                                                                                                                                                   | <b>Limit of Liability</b> |
| 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

| <u>Type of Service</u>                                                                             | <u>Annual Contribution</u> |
|----------------------------------------------------------------------------------------------------|----------------------------|
| 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                         | <del>\$1,000</del>          | \$2,000   |
| Crime / Fidelity                                | \$3,427                     |           |
| Boiler & Machinery                              | \$7,763                     |           |
| Uninsured Motorist                              | \$1,291                     |           |
| <b>Sub Total</b>                                | <b><del>\$320,779</del></b> | \$321,779 |
| Less Renewal Credit                             | \$21,363                    |           |
| <b>Total</b>                                    | <b><del>\$299,416</del></b> | \$300,416 |

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# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** 2022 Budget Amendments # 169-182

**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      | (90,000) |
| 170 540-4500-542200 | Vehicles                    | Expense      | 90,000   |
| 171 322-6172-541200 | DSPLOST - Site Imprv - PMGM | Expense      | (96,144) |
| 172 322-4500-542200 | DSPLOST - Vehicles          | Expense      | 96,144   |

### Archaeology Addendum for Historical Marker of Goldmine

Keck & Wood provided additional services - addendum to Villa Rica Bypass - Not GDOT Reimbursable

Source of Funds: Fund Balance

| Item                | Account Name        | Account Type | Amount |
|---------------------|---------------------|--------------|--------|
| 173 100-381000      | Use of Fund Balance | Revenue      | 8,000  |
| 174 100-4210-531710 | Operating Supplies  | Expense      | 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: Fund Balance

| Item                | Account Name                         | Account Type | Amount |
|---------------------|--------------------------------------|--------------|--------|
| 175 100-381000      | Use of Fund Balance                  | Revenue      | 19,500 |
| 176 100-9000-611021 | Transfer to GF Capital Project Fund  | Expense      | 19,500 |
| 177 350-391100      | Transfers in to Capital Project Fund | Revenue      | 19,500 |
| 178 350-4210-541404 | North Loop / Bypass                  | Expense      | 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 |
|---------------------|--------------------------------------|--------------|--------|
| 179 100-334110      | GDOT Reimbursements                  | Revenue      | 9,837  |
| 180 100-9000-611021 | Transfer to GF Capital Project Fund  | Expense      | 9,837  |
| 181 350-391100      | Transfers in to Capital Project Fund | Revenue      | 9,837  |
| 182 350-4210-541404 | North Loop / Bypass                  | Expense      | 9,837  |

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. 169-182, 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:**

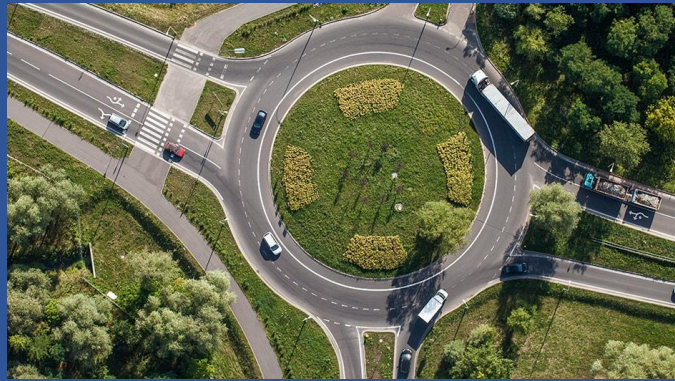
In the event this federal grant is approved. the Mayor and Council hereby confirm that the 20% matching funds will be made available in the appropriate fiscal year budget, and that these funds will be used to meet the terms of this grant.

**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 (Heavy APS Building) Plans  
Courtesy of Sally Williamson

**Self-Guided Tour**

The Villa Rica Spur  
of  
The West Georgia Textile Heritage Trail





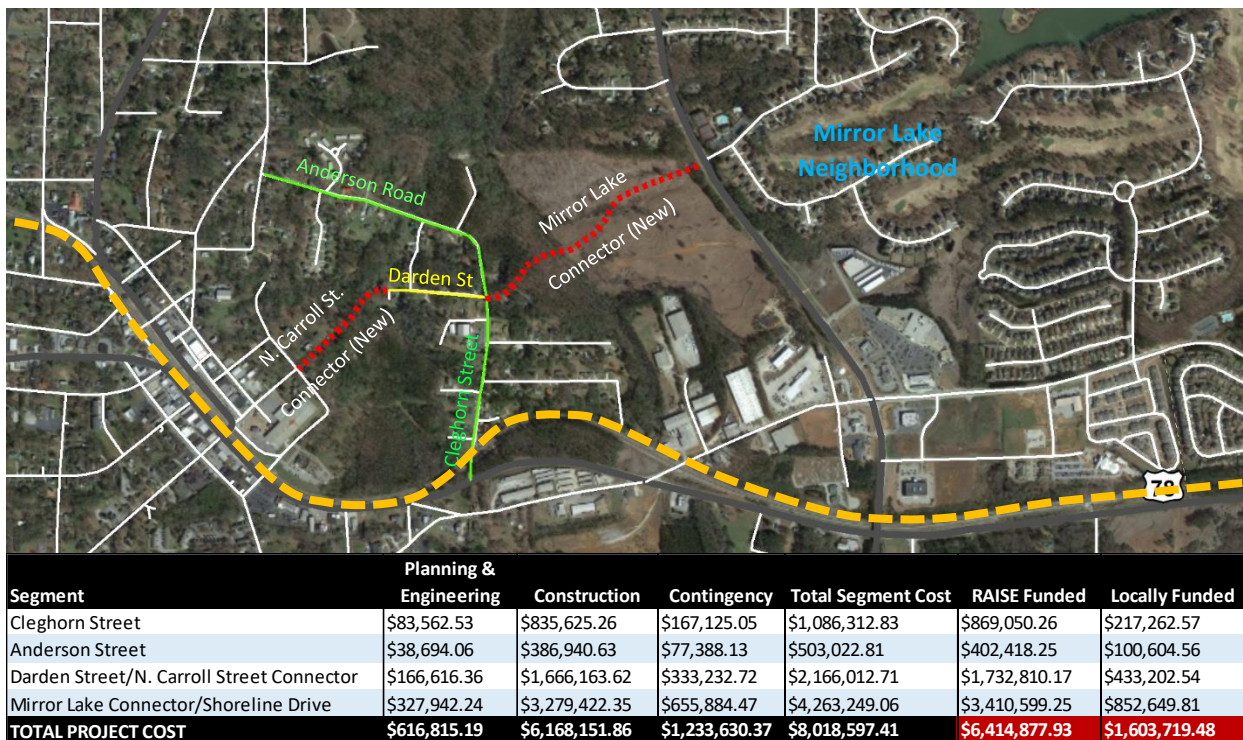
# Villa Rica Transportation Reunification Program

## 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.

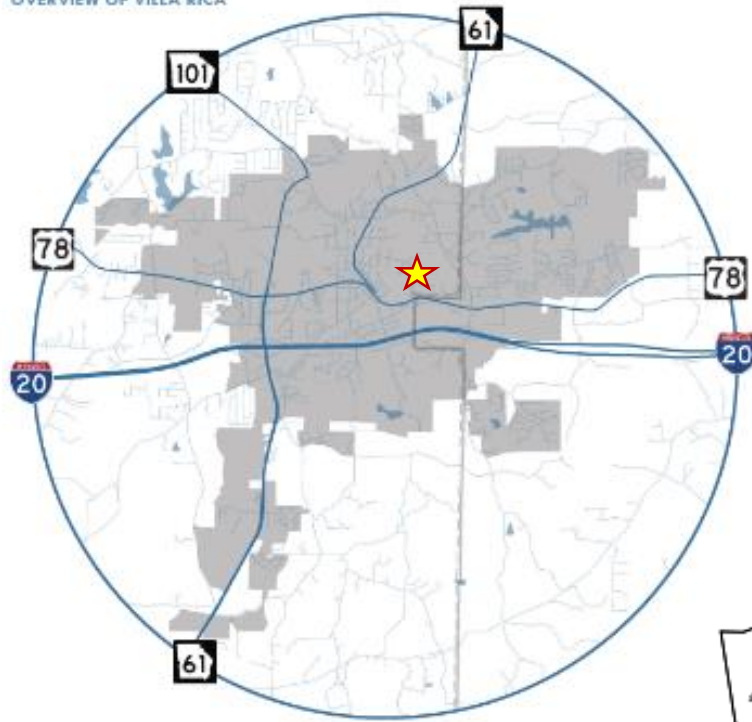
The proposed water and roadway infrastructure improvements would directly benefit a historically disadvantage area in the community by providing better access to employment opportunities and healthier food choices. The Transportation Reunification Program will greatly enhance our crosstown transportation 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.



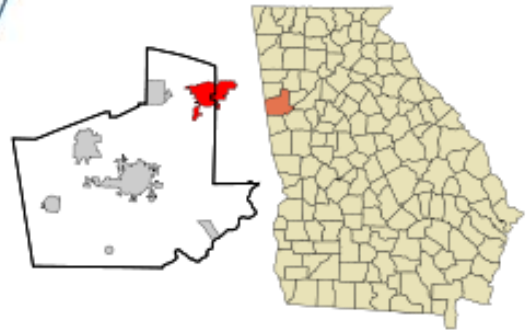
# Villa Rica Transportation Reunification Program

## PROJECT LOCATION/COMMUNITY PROFILE

OVERVIEW OF VILLA RICA



★ PROJECT AREA



## TRENDS IN POPULATION

HISTORIC POPULATION OF VILLA RICA, 1880-2018

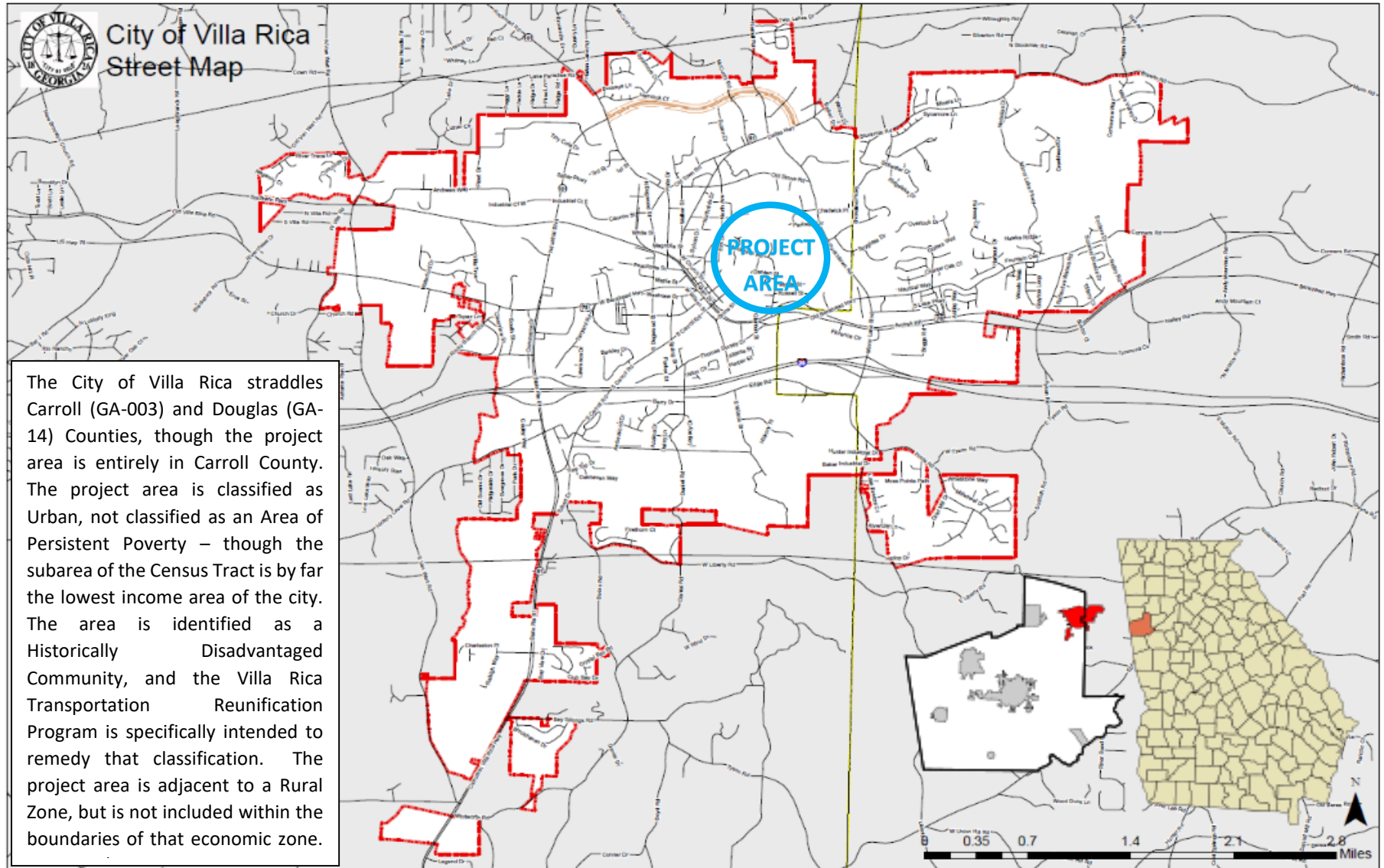


Villa Rica is a rapidly growing community. While the population stayed under 2,000 people through 1950, the period since then has seen quicker growth, especially in the last twenty years. In 1980, the U.S. Census reported that Villa Rica's population was 3,420 people. In 2018, the U.S. Census Bureau's 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

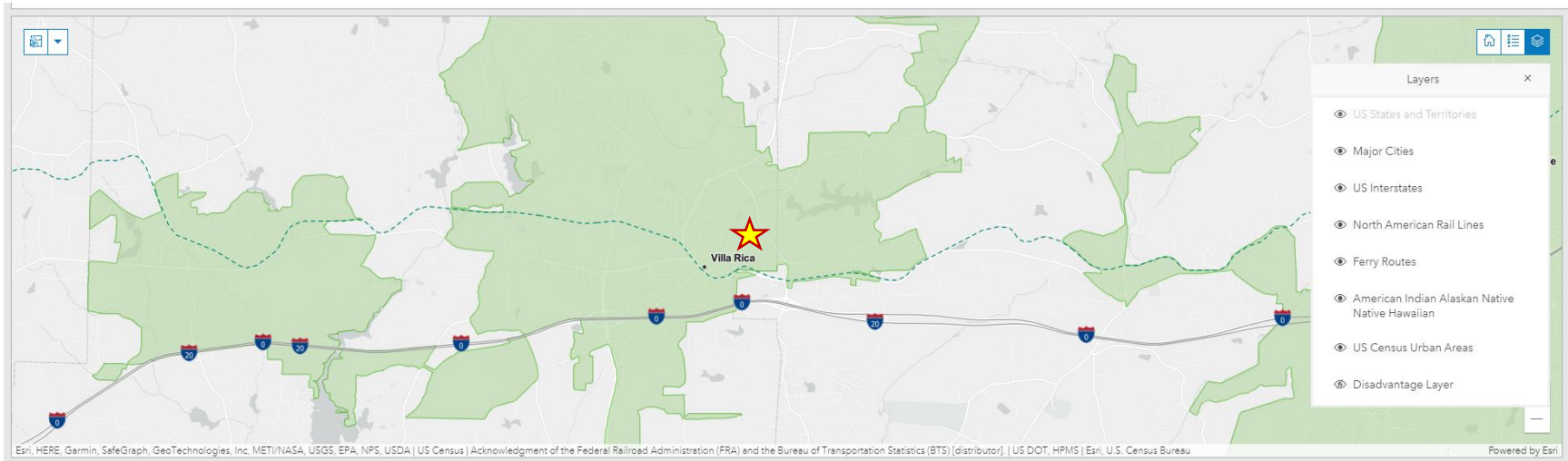




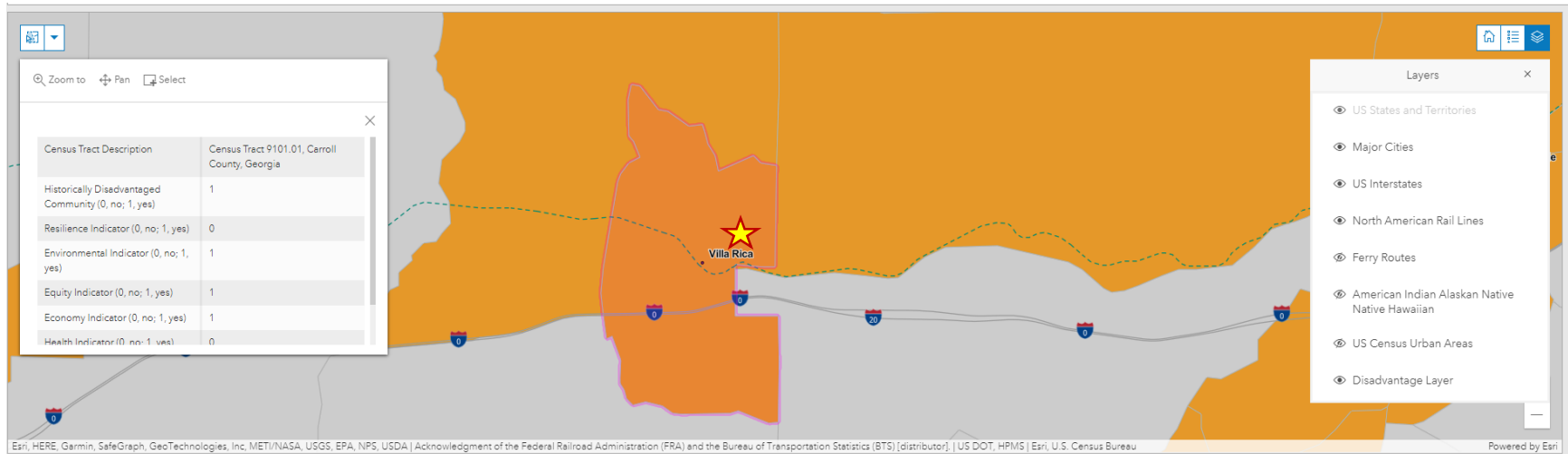
# Villa Rica Transportation Reunification Program

## 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

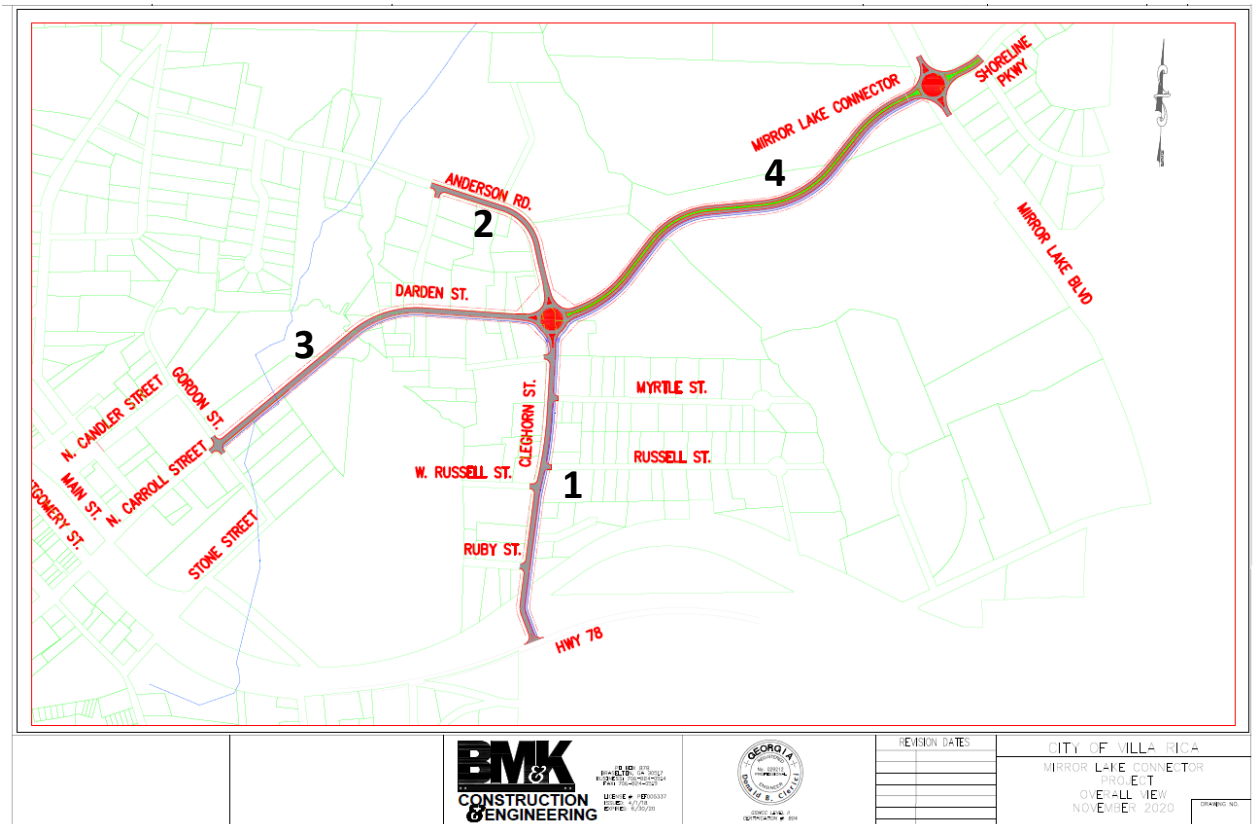
The **Transportation Reunification Program (TRP)** includes upgrades to Cleghorn Street, Anderson Road, Darden Street, and new Shoreline Drive and N. Carroll Road Connectors. In this section, we will address each of the roadway segments by scope, project cost, and source and allocation of funding for 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          |
| <b>TOTAL PROJECT COST</b>                 | <b>\$616,815.19</b>    | <b>\$6,168,151.86</b> | <b>\$1,233,630.37</b> | <b>\$8,018,597.41</b> | <b>\$6,414,877.93</b> | <b>\$1,603,719.48</b> |

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

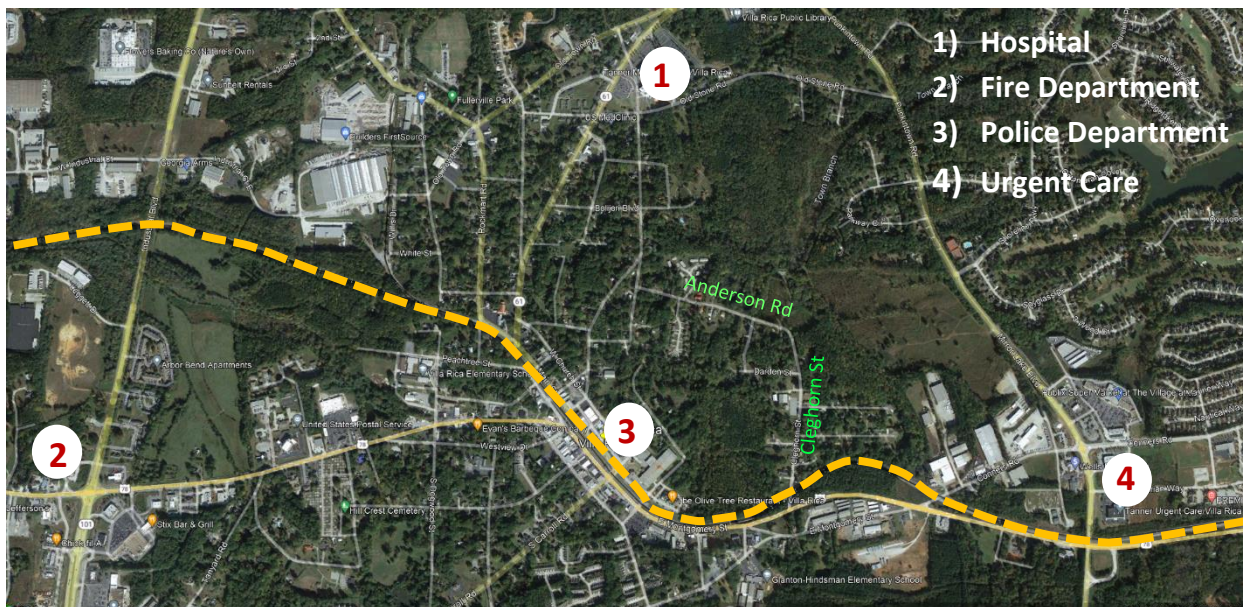
## IV. MERIT CRITERIA

### SAFETY

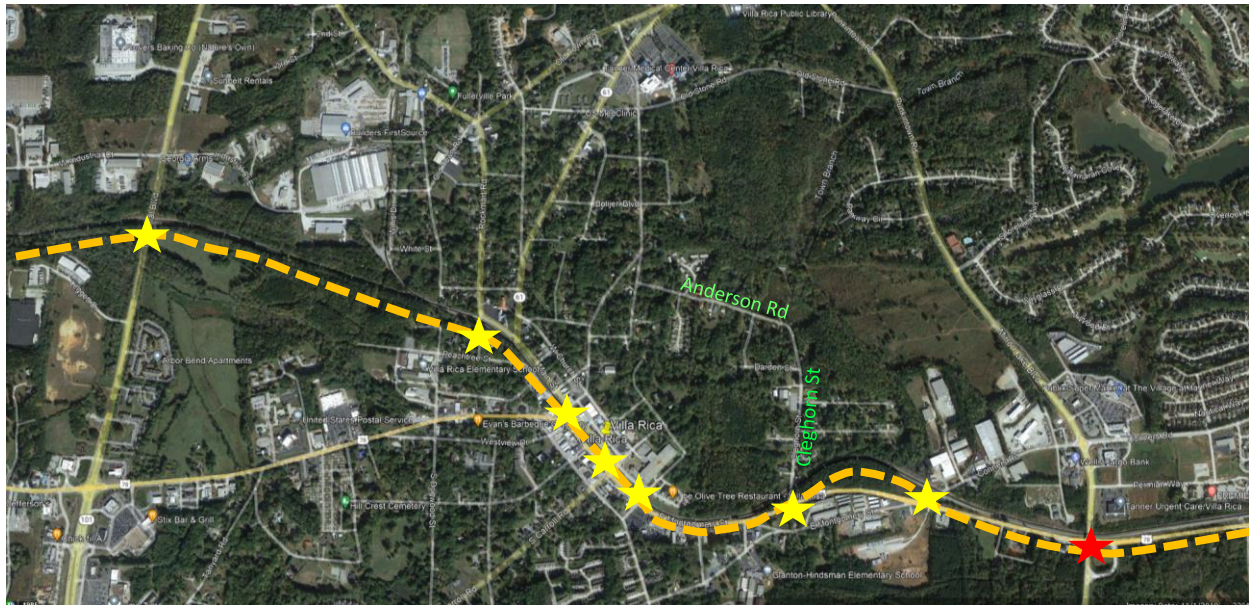
Public safety is a major tenet to the Villa Rica Transportation Reunification Program. There are numerous safety benefits to the program including alternative access by police, fire, and EMT, intersection and roadway upgrades, the addition of dedicated facilities for pedestrians and cyclists, greatly 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)







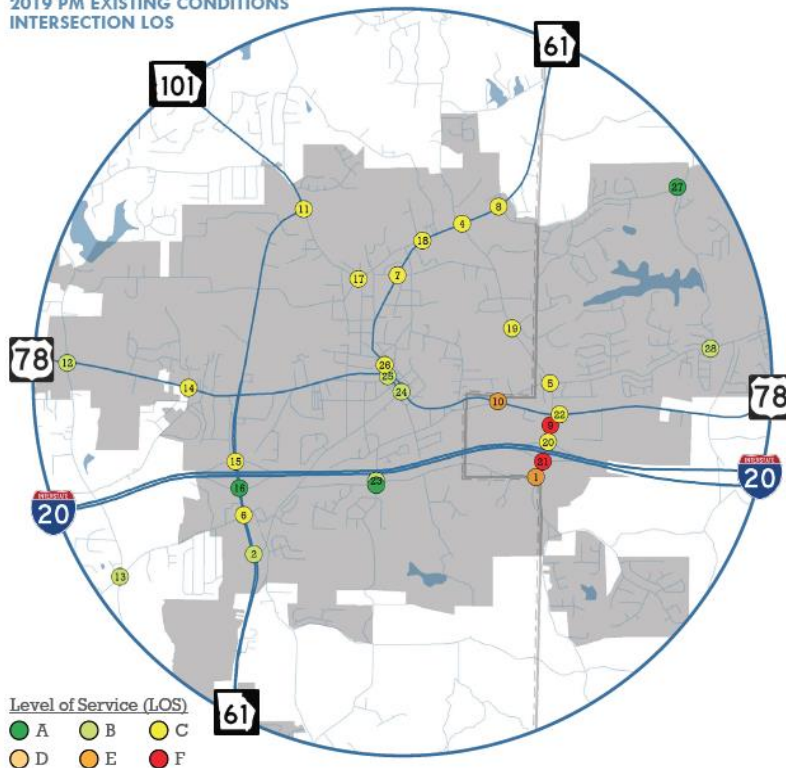
(yellow stars indicate at-grade RR crossings; red star indicated RR overpass)

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.

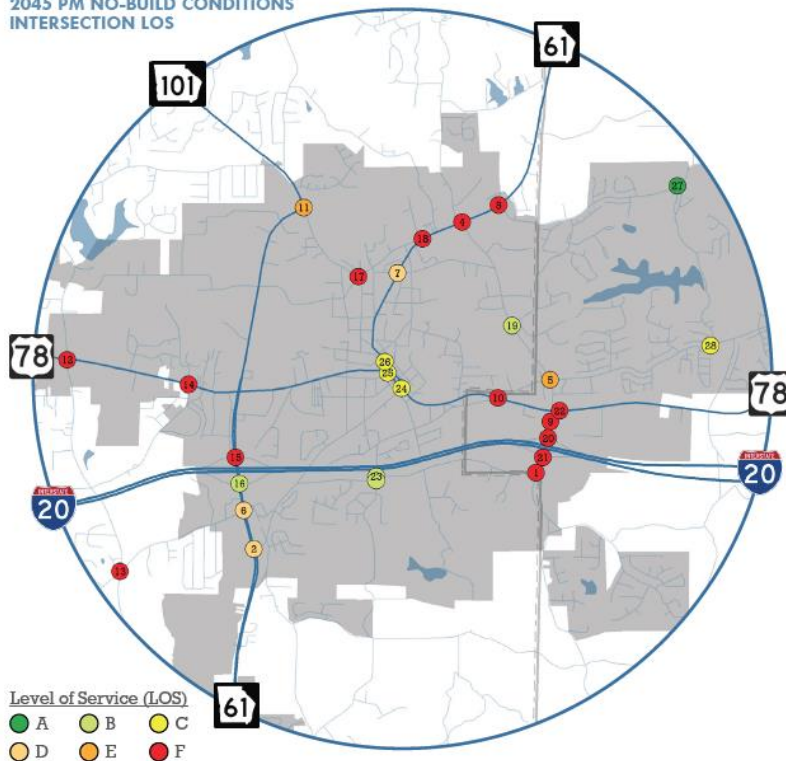
Cleghorn-Anderson benefits from being located on the north side of the railroad tracks relative to EMT and police access. However, in the case of fire protection, if any or multiple crossings are blocked, it could result in significant reduction in response time, and uncertain redirecting. To the same 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

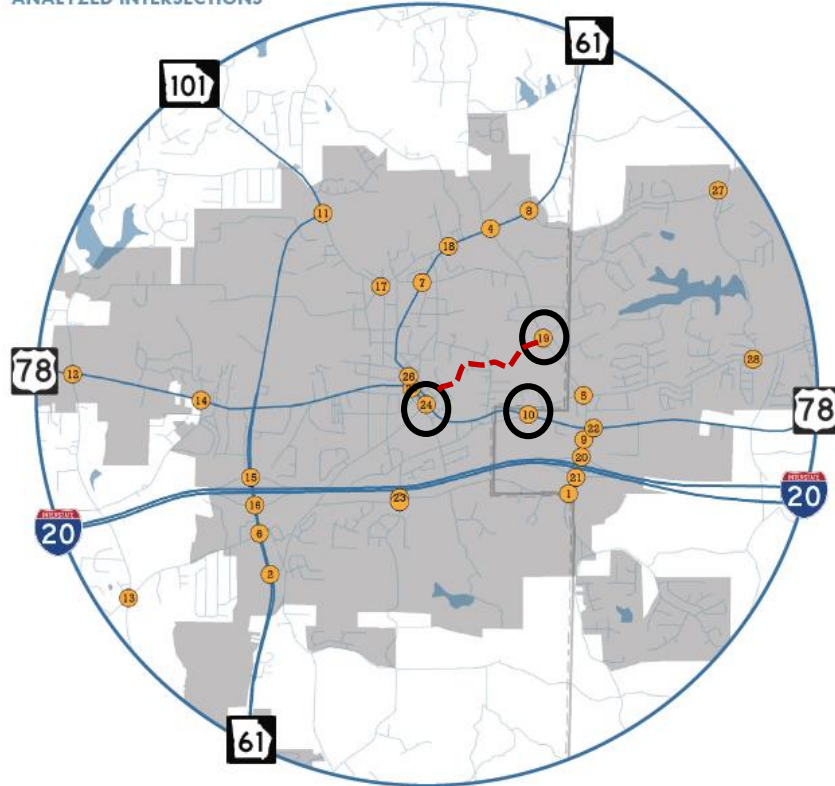


As mentioned in the previous section, the Transitory Beneficiaries are quantified by the number of vehicle trips surrounding the project area. The Villa Rica Transportation Master Plan measured traffic counts for numerous points throughout the city.

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.

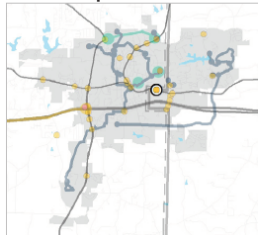
## ANALYZED INTERSECTIONS



# 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     | C                | 20     |
|                | PM     | E                | 41     |
| No-Build, 2045 | AM     | F                | 218    |
|                | PM     | F                | **     |
| Build, 2045    | AM     | B                | 16     |
|                | PM     | E                | 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



|                         |        |                                     |        |                                      |          |
|-------------------------|--------|-------------------------------------|--------|--------------------------------------|----------|
| <b>Project Location</b> |        | <b>Description</b>                  |        | <b>Crash History</b>                 |          |
|                         |        | • Install westbound right turn bay  |        |                                      |          |
| <b>Performance</b>      |        | <b>Prioritization Scores</b>        |        |                                      |          |
|                         |        | <b>Planning-Level Cost Estimate</b> |        |                                      |          |
| 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



|                         |        |                                     |        |                                      |          |
|-------------------------|--------|-------------------------------------|--------|--------------------------------------|----------|
| <b>Project Location</b> |        | <b>Description</b>                  |        | <b>Crash History</b>                 |          |
|                         |        | • Install southbound right turn bay |        |                                      |          |
| <b>Performance</b>      |        | <b>Prioritization Scores</b>        |        |                                      |          |
|                         |        | <b>Planning-Level Cost Estimate</b> |        |                                      |          |
| 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

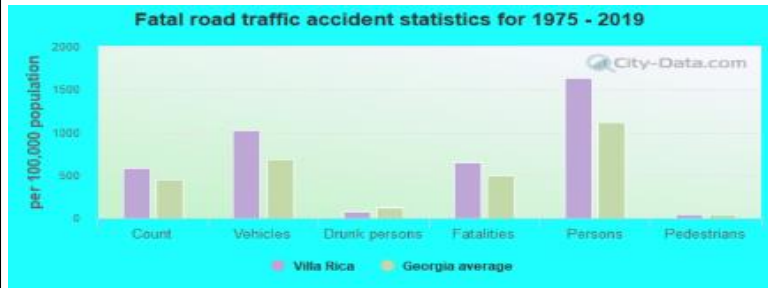
- New Sidewalks
- Dedicated bike/pedestrian paths
- Intersection improvements
- Enhanced fire safety protection
- More efficient access for police, fire, EMT (trains blocking access)
- Health and safety risk reduction
- Vehicle/Bicycle/Pedestrian accident safety at points entering the project area

### Number of Beneficiaries:

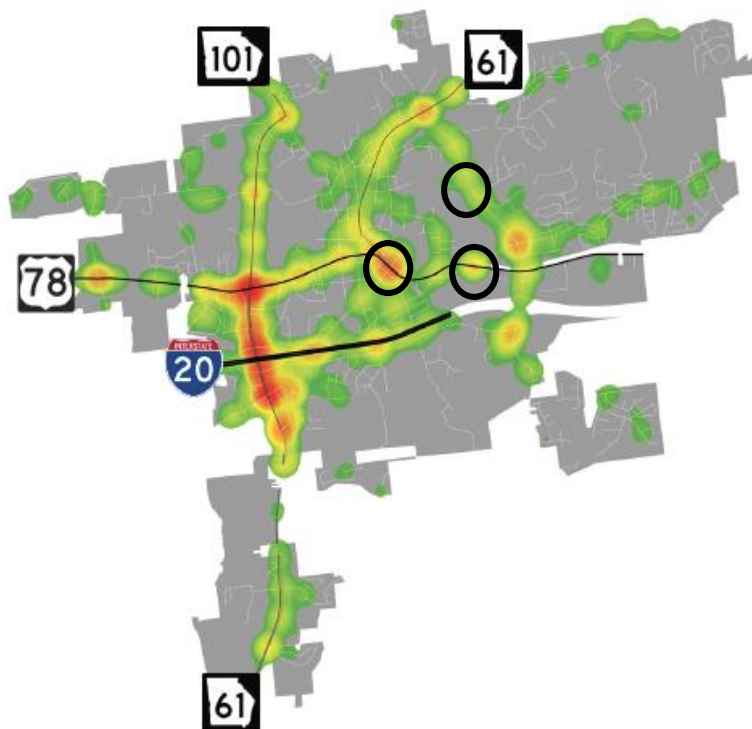
- **Direct:** 3,817
- **Adjacent:** 5,405
- **Transitory:** 27,626
- **Occasional:** 42,941
- **Annual:** 10,135,653



**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

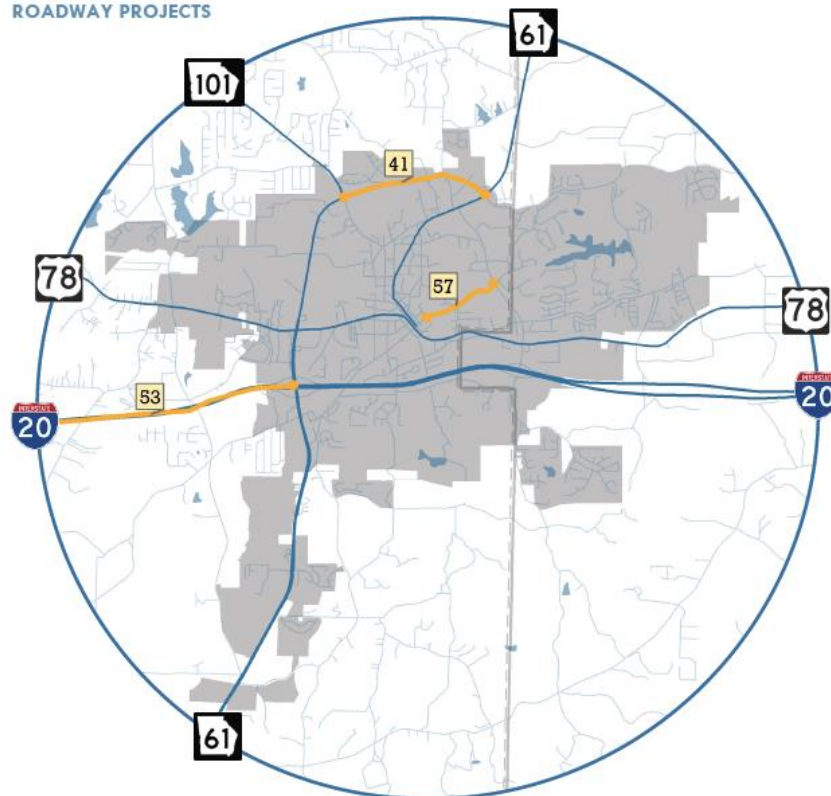


#### CRASH ANALYSIS

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

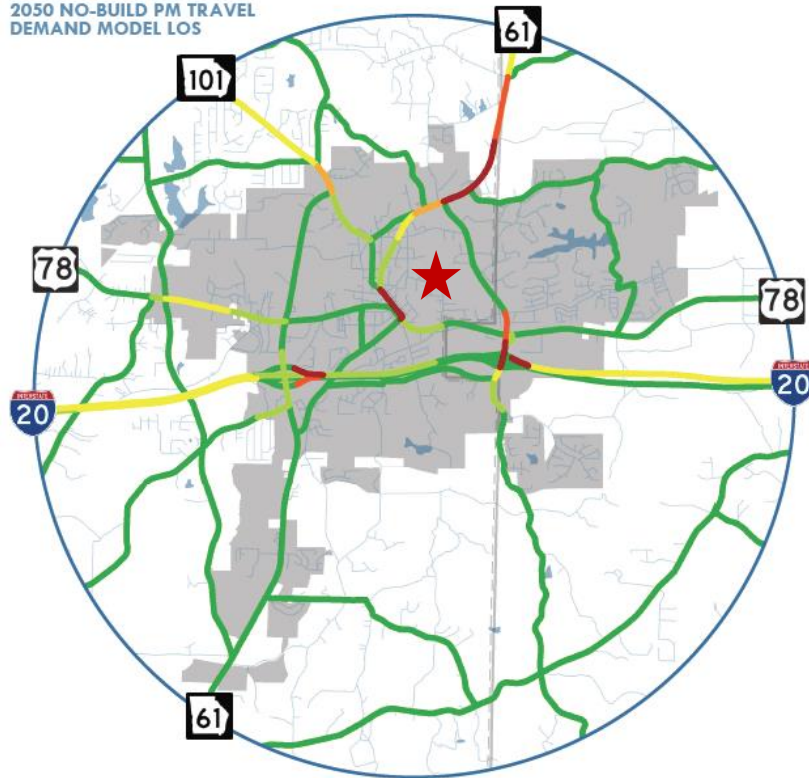
These projects consist of widening and new location projects that are currently not programmed by GDOT. They are expected to improve mobility, connectivity, and safety for vehicles.

| 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 CO<sub>2</sub> emissions, and promote environmental resiliency.



2050 NO-BUILD PM TRAVEL DEMAND MODEL LOS

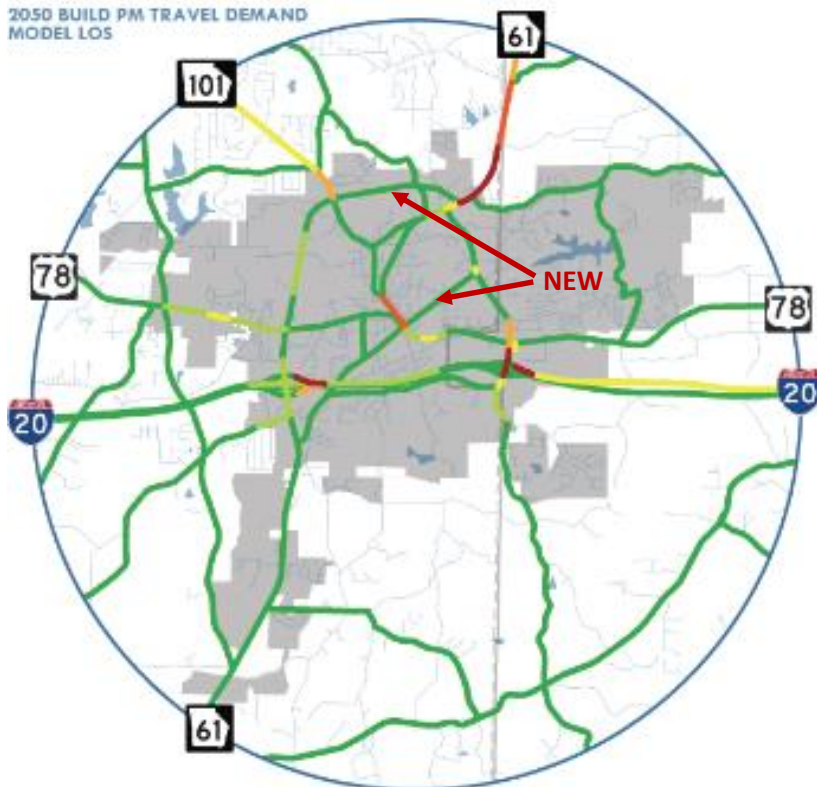


Level of Service (LOS)



★ Villa Rica Transportation Reunification Program (TRP)

2050 BUILD PM TRAVEL DEMAND MODEL LOS

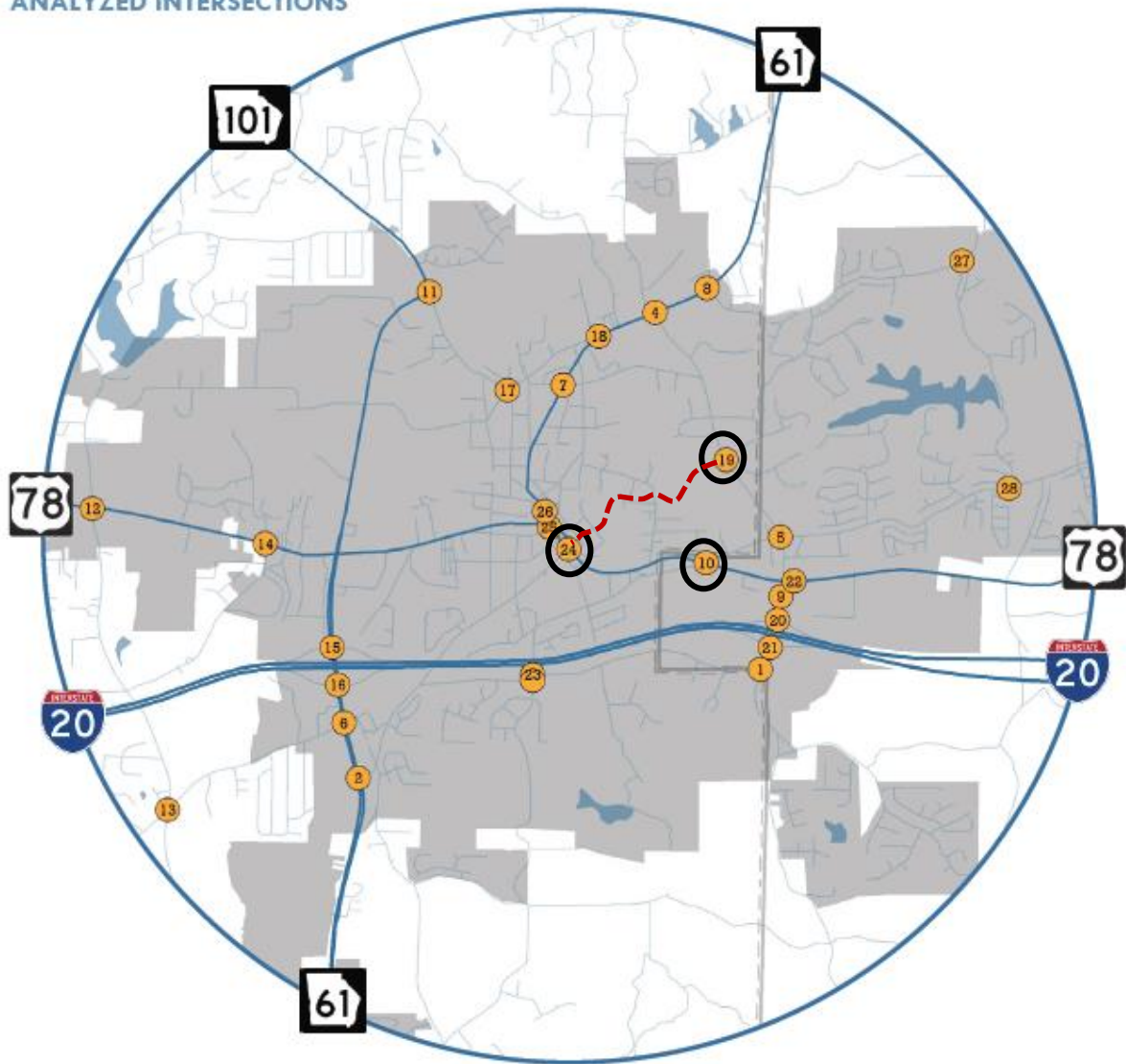


The current roadway network circumvents the project area, and impacts the efficiency and Level of Service (LOS) of surrounding intersections. This is especially evident with the LOS to the north, west and southeast of the TRP project area. The top illustration depicts the current issues with traffic 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](http://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 CO<sub>2</sub>.

**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 CO<sub>2</sub> . . . 8,887/22 = 403.96 g/mile

**Scenario A – 0.91\*403.96 = 367.6g per vehicle trip X 39,187 vehicle trips per day = 14,405,141g/day**

**Scenario B – 1.92\*403.96 = 775.6g 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 CO<sub>2</sub> emitted each day = 5,257,825 metric tons of CO<sub>2</sub> annual output.**

**Scenario B – 30,393 metric tons of CO<sub>2</sub> emitted each day = 11,093,445 metric tons of CO<sub>2</sub> annual output.**

**The difference between current and buildout (Scenario B and A) is a reduction of 15,998 metric tons of CO<sub>2</sub> per day, or 5,835,620 metric tons of CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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.

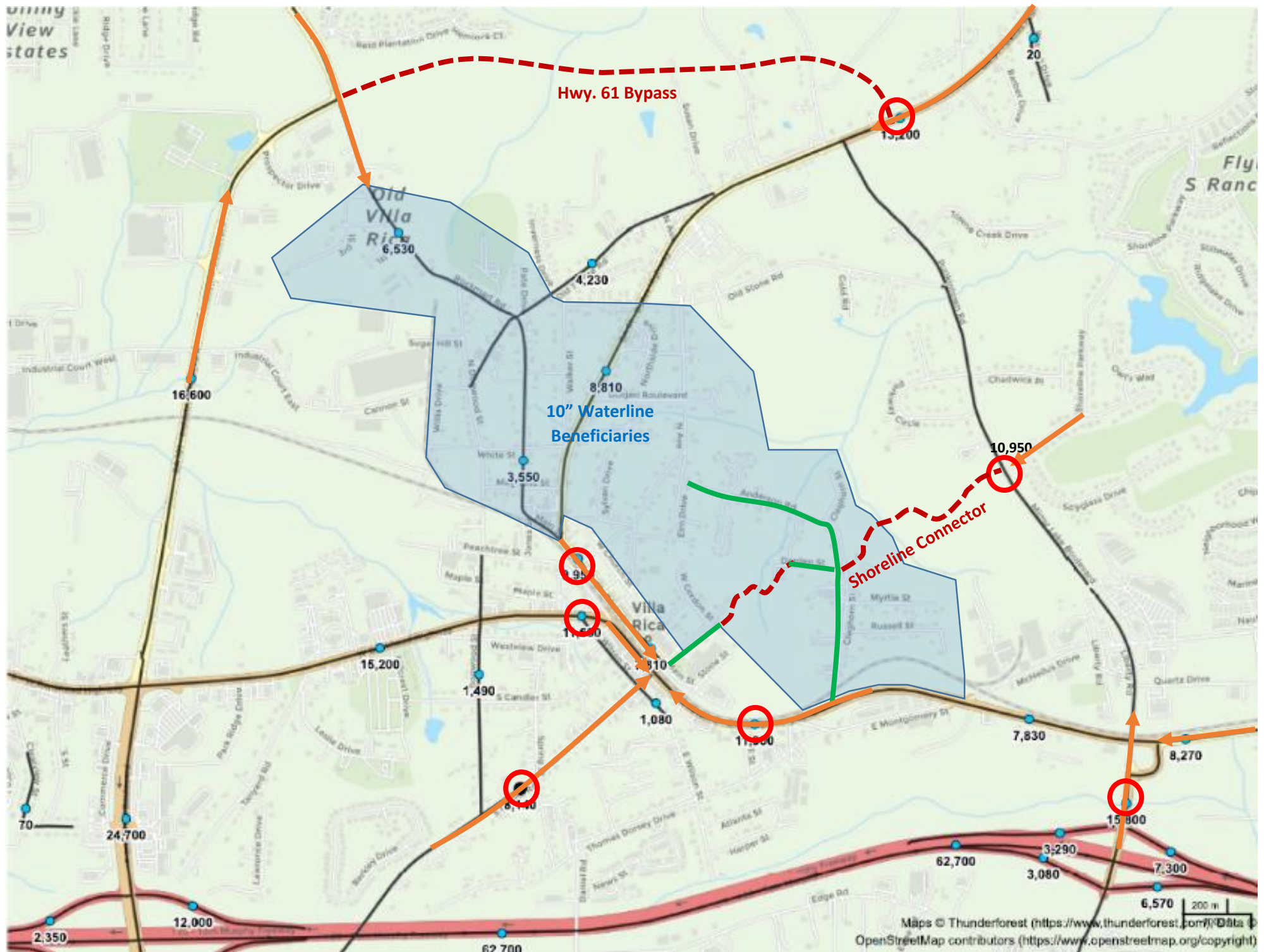
The creation of the Shoreline Connector will create a new roadway network between the Mirror Lake Community – with roughly 2,000 single-family homes, and the southwest side of the city linking downtown Villa Rica, and the Highway 61 and Mirror Lake commercial corridors. A halo effect of the TRP will 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-21<sup>st</sup> 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 CO<sub>2</sub> 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)

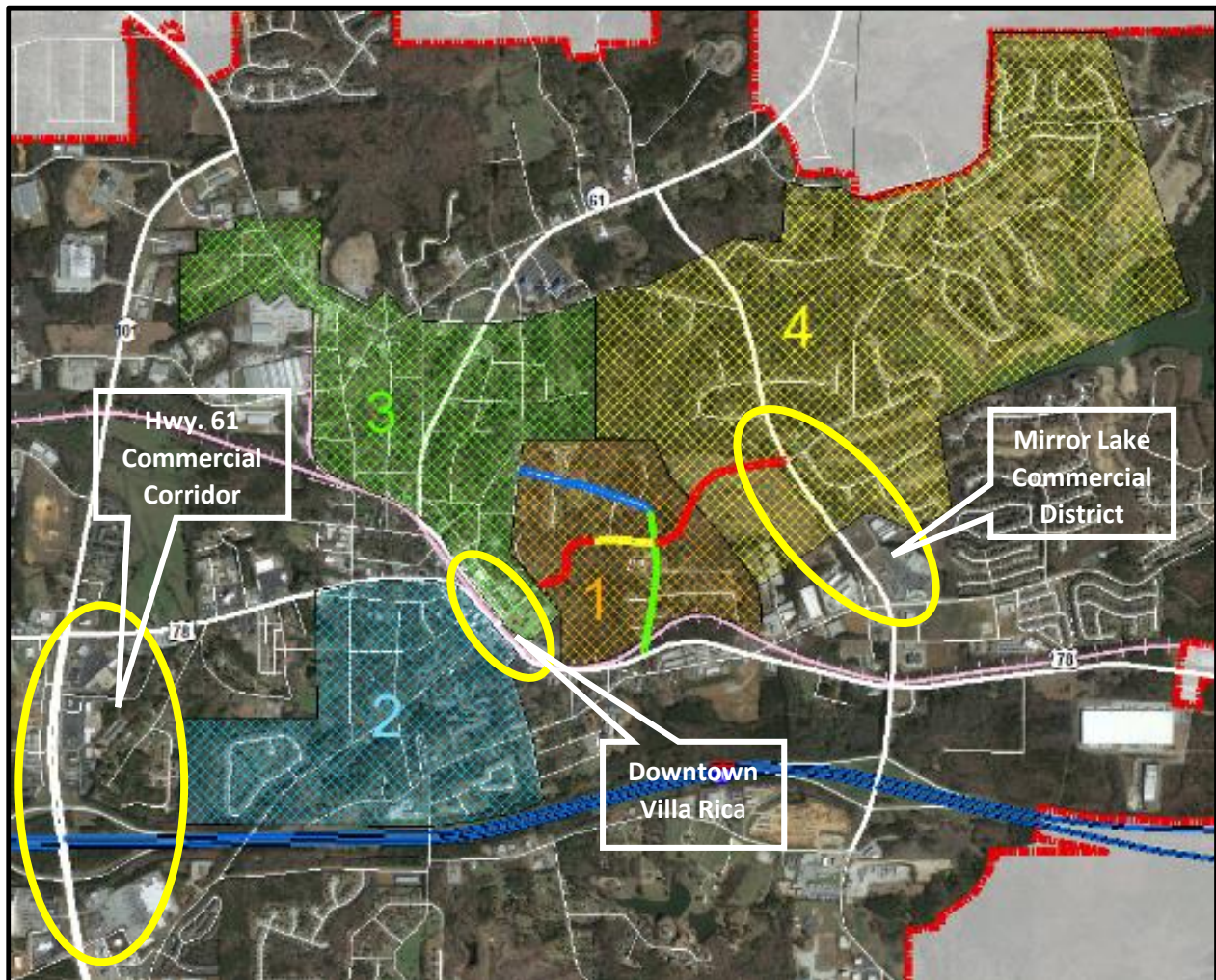
NEPA is only applicable to federal actions, including projects and programs entirely or partially financed by federal agencies and that require a federal permit or other regulatory decision. Activities that do not require a commitment of federal funds, such as approvals of access controls (e.g., a new 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.

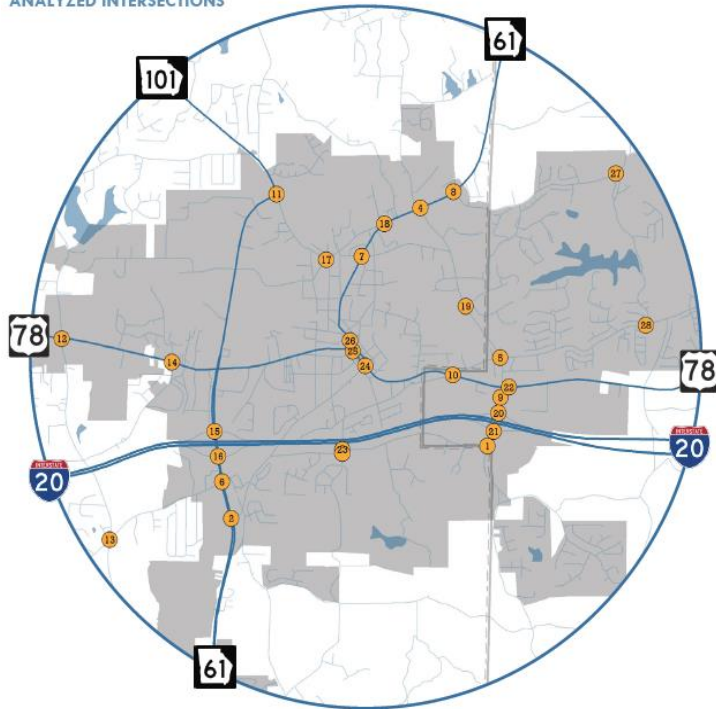
**The total number of Direct Beneficiaries is calculated at 3,817 persons.**

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.**

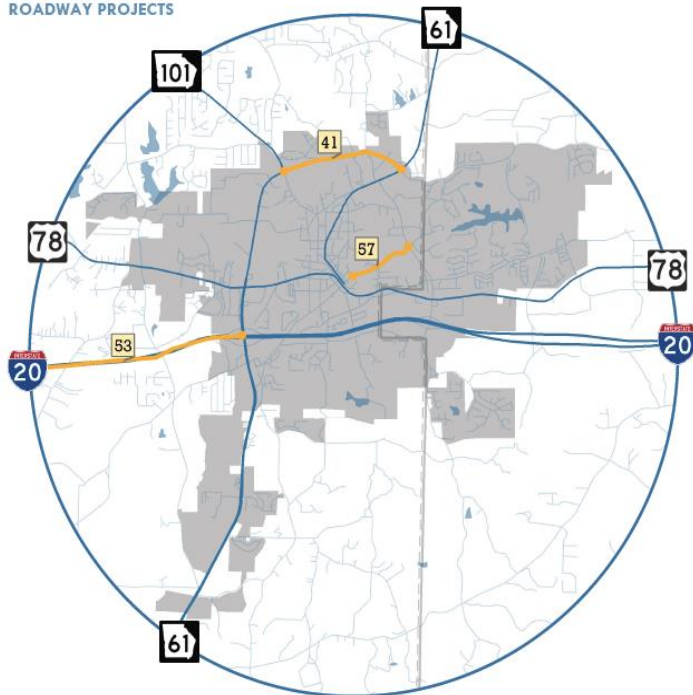
The third category would be classified as Transitory Beneficiaries, meaning, persons who may utilize the Villa Rica Transportation Reunification Program roadway network. This segment is a little more difficult to quantify. However, we can look at traffic counts to see where vehicles are traveling within 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

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Mayor

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Date

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Clerk

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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

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**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

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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

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**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

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**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)

CITY COUNCIL  
GIL MCDUGAL, MAYOR  
MATTHEW MOMTAHAN, MAYOR PRO TEM  
SHIRLEY MARCHMAN  
DANNY CARTER  
LESLIE MCPHERSON  
ANNA MCCOY

# 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

## CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street  
Tuesday, March 8, 2022 | 6:00 pm

### Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6 pm.

**Present:** Councilwoman Shirley Marchman, Councilman Danny Carter, Councilwoman Leslie McPherson  
Councilman Matthew Momtahan and Councilwoman Anna McCoy

**Invocation:** Pastor Chris Tanton, Chaplain for Villa Rica Police Department

**Pledge of Allegiance:** Officer Archie Barber, Villa Rica Police Department

### Ceremonial Presentations (Mayor & Council)

- FY21 Financial and Compliance Audit Summary Presented by Mauldin & Jenkins, CPAs & Advisors – Meredith Lipson, Partner
- Recognition of Volunteers of the Year – Mayor Gil McDougal
  - Nancy Stolz-Jeffares-Cemetery Commission
  - Ronda McCullors-Volunteer of the Year
  - Carolene B Cox- Mayors Award
  - Carl Peabody-CVB Board
  - Zach "Tiny" Jones- Pine Mountain Gold Museum
  - Tom Flowers- Planning & Zoning

### Adoption of Agenda (Mayor Gil McDougal)

Councilwoman Shirley Marchman moved to adopt the agenda.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                   |
| <b>MOVER:</b>    | Shirley Marchman, Councilwoman               |
| <b>SECONDER:</b> | Danny Carter, Councilman                     |
| <b>AYES:</b>     | Marchman, Carter, McPherson, Momtahan, McCoy |

**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.)

The following citizens came forward to make a public comment.

- Barry Williams, 1004 Overlook Drive, Villa Rica
- Nancy Mims, 17 Hickory Trail, Villa Rica
- Michael McPherson, 103 Chadwick Place
- Chris Sommers, Villa Rica

## **Council Updates** (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson spoke on COVID-19. Councilman Matthew Momtahan spoke about the new “Text My Gov” and the Villa Rica 10 Year Boys Basketball Team achievement in the playoffs.

### **A. Consent Agenda (Mayor Gil McDougal)**

Mayor Gil McDougal presented the Consent Agenda for approval.

1. Fullerville Soccer Field Lighting Repair
2. Approval of Workers Compensation Insurance for March 10, 2022 to June 30, 2022
3. EPD Mandated Long Term Water Quality Monitoring
4. Write Off Customer Receivables
5. Authorize the Eligible Use and Transfer of American Rescue Plan Act (ARPA) Funds to Assist with Upgrading the North Plant
6. FY2022 Budget Amendments - #146 – 168
7. Approval of Special Event Permit Application and Sale of Alcohol
8. Final Adoption of the Villa Rica Livable Centers Initiative Study

Councilman Danny Carter moved to adopt the Consent Agenda.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                   |
| <b>MOVER:</b>    | Danny Carter, Councilman                     |
| <b>SECONDER:</b> | Shirley Marchman, Councilwoman               |
| <b>AYES:</b>     | Carter, Marchman, McPherson, Momtahan, McCoy |

### **B. Governing Body (Mayor Gil McDougal)**

1. Discussion of Mayor’s Standing Committees  
Mayor Gil McDougal appointed Councilwoman Leslie McPherson as the Housing Chair and Councilwoman Anna McCoy as the Public Safety Chair.
2. Approval of Council Meeting Minutes of January 11, 2022 and February 8, 2022  
Councilwoman Anna McCoy moved to approve the Council Meeting Minutes of January 11, 2022 and February 8, 2022.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                   |
| <b>MOVER:</b>    | Anna McCoy, Councilwoman                     |
| <b>SECONDER:</b> | Shirley Marchman, Councilwoman               |
| <b>AYES:</b>     | McCoy, Marchman, Carter, McPherson, Momtahan |

3. Mayoral Veto of Amendment of PTV (Golf Cart) Ordinance  
Councilman Danny Carter moved to override the Mayor’s Veto of the PTV (Golf Cart) Ordinance Amendment. **The motion failed to have four affirmative votes to override the Veto. Motion failed.**

|                  |                               |
|------------------|-------------------------------|
| <b>RESULT:</b>   | <b>FAILED (VOTE: 3-2)</b>     |
| <b>MOVER:</b>    | Danny Carter, Councilman      |
| <b>SECONDER:</b> | Leslie McPherson Councilwoman |
| <b>AYES:</b>     | Carter, McPherson, Momtahan   |
| <b>NAYS:</b>     | Marchman and McCoy            |

4. Keep Carroll Beautiful – Facility Request

Councilman Danny Carter moved to approve the use of the VPlex by Keep Carroll Beautiful on April 30, 2022 for a Spring R-Recycling Event.

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Danny Carter, Councilman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** Carter, Momtahan, Marchman, McPherson, McCoy

5. Keep Carroll Beautiful – Sponsorship Request

Councilman Danny Carter moved to approve the sponsorship of Keep Carroll Beautiful’s Spring E-Recycling Event for the amount of \$1,000.

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Danny Carter, Councilman  
**SECONDER:** Shirley Marchman, Councilwoman  
**AYES:** Carter, Marchman, McPherson, Momtahan, McCoy

6. Mayoral Reappointment of Chery Defoor-Bryce to the Cemetery Commission – Terms 02/01/2022 – 01/31/2024

Mayor Gil McDougal reappointed Cheryl Defoor-Bryce to the Cemetery Commission for a two-year term.

7. Mayoral Reappointment of Alfred Wilson to the Cemetery Commission – Terms: 03/01/2022 – 02/28/2024

Mayor Gil McDougal reappointed Alfred Wilson to the Cemetery Commission for a two-year term.

8. Mayoral Remarks on TAD – Mayor Gil McDougal spoke about the TAD.

**C. Community Development (Tracy Jarvis, Director)**

1. VA-01-22 – Parcel #V02 0070012 – Hwy 61/101 at Leggett Drive (Ronald Johnson, Planning and Zoning Specialist)

Rockhaven Homes, LLC of Brookhaven, GA requested a variance from Section 9.03(2)(C), which requires garage doors to be oriented towards the rear of the unit and/or a rear alleyway.

Public Hearing: No one came forward to speak.

**Motion:** Councilwoman Leslie McPherson moved to approve the variance request from Rockhaven Homes, LLC of Villa Rica, GA from Section 9.03(2)(C).

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Leslie McPherson, Councilwoman  
**SECONDER:** Danny Carter, Councilman  
**AYES:** McPherson, Carter, Marchman, Momtahan, McCoy

2. Amendment to Text of Section 2.02 of the Villa Rica City Zoning Ordinance and Public Hearing (David Mecklin, City Attorney)

To amend Section 2.02 of the Villa Rica Zoning Ordinance to better establish the terms for members of the Planning and Zoning Commission.



**Motion:** Councilman Danny Carter moved to approved the amendment to Section 2.02 of the City of Villa Rica Zoning Ordinance as attached hereto with the amendment that the Planning Commission of the City of Villa Rica should be comprised of five (5) members who reside within the city limits of Villa Rica, Georgia. All other provisions of the amendment shall remain as in the attached proposed Ordinance change.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                   |
| <b>MOVER:</b>    | Danny Carter, Councilman                     |
| <b>SECONDER:</b> | Leslie McPherson, Councilwoman               |
| <b>AYES:</b>     | Carter, McPherson, Marchman, Momtahan, McCoy |

**D. Finance (Jennifer Hallman, Finance Director)**

1. Financial Update – January 2022  
Jennifer Hallman gave a January 2022 Financial Update presentation.

**E. Executive Session (David Mecklin, City Attorney)**

City Attorney David Mecklin requested the Council to go into Executive Session for the following:

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).
2. Meeting to discuss or vote to enter into a contract to purchase, dispose of or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D),

**Motion:** Councilman Danny Carter moved to go into Executive Session for the purposes stated by the City Attorney.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                   |
| <b>MOVER:</b>    | Danny Carter, Councilman                     |
| <b>SECONDER:</b> | Matthew Momtahan, Councilman                 |
| <b>AYES:</b>     | Carter, Momtahan, Marchman, McPherson, McCoy |

**Motion:** Councilwoman Shirley Anna McCoy moved to return to Regular Session.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                   |
| <b>MOVER:</b>    | Anna McCoy, Councilwoman                     |
| <b>SECONDER:</b> | Shirley Marchman, Councilwoman               |
| <b>AYES:</b>     | McCoy, Marchman, Carter, McPherson, Momtahan |

**Report from City Attorney:** David Mecklin reported that the council took no action on real estate and the council approved Brian Katz as the Human Resources Director.

**Motion:** Councilwoman Shirley Marchman moved to approve Brian Katz as the Human Resources Director.

|                |                                |
|----------------|--------------------------------|
| <b>RESULT:</b> | <b>ADOPTED (UNANIMOUS)</b>     |
| <b>MOVER:</b>  | Shirley Marchman, Councilwoman |

**SECONDER:** Anna McCoy, Councilwoman  
**AYES:** Marchman, McCoy, Carter, McPherson,

**F. Adjournment (Mayor Gil McDougal)**

Councilwoman Shirley Marchman moved to adjourn.

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Shirley Marchman, Councilwoman  
**SECONDER:** Anna McCoy, Councilwoman  
**AYES:** Marchman, McCoy, Carter, McPherson, Momtahan

Mayor Gil McDougal adjourned the meeting.

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Gil McDougal, Mayor

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Alisa Doyal, City Clerk



CARROLL COUNTY  
**MENTAL HEALTH ADVOCATES**  
THE MISSING LINK TO MENTAL HEALTH

***The missing link for individuals and their families  
impacted by mental illness and addiction.  
Support Services. Resources. Education.***

# Our History

- In 2008, a group of concerned citizens came together under the leadership of Judge Betty Cason, Probate Court Judge at that time, to have a conversation about the ever-growing mental health crisis that was happening in our county. This informal stakeholders meeting led to the creation of what is now known as Carroll County Mental Health Advocates.

# **Services and Programs**

- **Diversion Programs:**
  - Pre-Trial Diversion Program
  - Early Diversion Program
- **The Mental Health Advocate**
- **Law Enforcement Crisis Intervention Training**
- **Peer Support Programs & Services**
- **Community Education and Outreach**
- **Youth Mental Health Task Force**
- **Recovery Community Organization (RCO)**



CARROLL COUNTY  
**MENTAL HEALTH ADVOCATES**  
THE MISSING LINK TO MENTAL HEALTH

# Community Impact



CARROLL COUNTY  
**MENTAL HEALTH ADVOCATES**  
THE MISSING LINK TO MENTAL HEALTH





CARROLL COUNTY

# CRISIS RESPONSE TEAM

Compassionate Care. Responsive Service.

**A New Way of Responding to Behavioral Health Crises in Carroll  
County**

# Community Issue

- Address Behavioral Health Crises w/out arrest, jail time, further trauma for client
- Provide pathway for client treatment as quickly and effectively as possible
- Reduce use of Emergency Department for behavioral health crises
- Save local, taxpayer dollars

# Previous Model for Behavioral Health Crisis in Carroll County

- Citizens call 911- police, fire and ambulance are dispatched  
valuable time, resources, manpower, etc., are expended
- Georgia Crisis Access Line- not effective, **3+ hour** wait times for our community
- Citizens are faced w/more trauma, personal costs, hospitalizations, jail time, judicial system, recidivism, costs to taxpayers, the list goes on...

# Community Partners invested to make a CHANGE:

- The following partners joined forces to create the Carroll County Crisis Response Team:
- Carroll County Mental Health Advocates
- City of Carrollton
- Carroll County
- Willowbrooke at Tanner
- Pathways Center
- Mr. Steve Adams and Family
- Community Foundation of West Georgia

# Carroll County Crisis Response Team:

- Who are the Co-Responders?

## **Two Member TEAM**

Post Certified LEO that is also a Licensed Paramedic

## AND

Licensed Clinician (with the ability to sign Involuntary Commitment- 1013/2013 Orders)

**PLUS-** an in-office Case Manager that provides in aftercare services.



# Carroll County Crisis Response Team:

- What does the CCCRT **UNIT** look like?

When in service the unit is “unmarked” and the co-responders are in CCCRT uniforms, so as to help to de-escalate the situation on scene.





# Carroll County Crisis Response Team

- When does CCCRT operate?
- The CCCRT Team responds to calls dispatched from 911 identified as being psychiatric in nature/altered mental state and/or respond to calls that are identified

as such once first responders have arrived on

# Carroll County Crisis Response Team

- CCCRT accepts referrals from other service agencies, community partners, etc. on an as needed basis.
- Team members conduct FOLLOW-UP services for all contacts and calls made via the CCCRT Team.

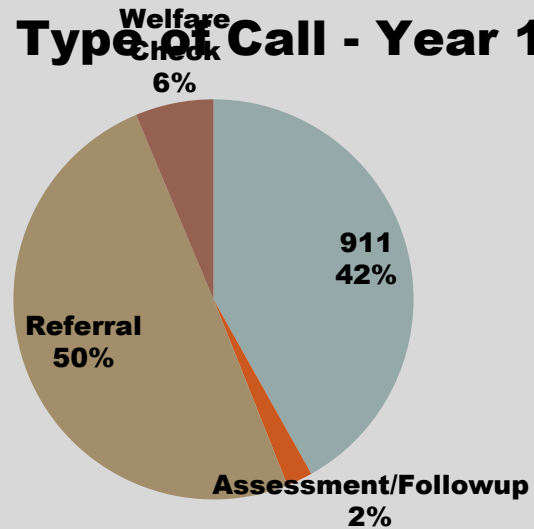
# Carroll County Crisis Response Team

- Where does CCCRT Serve?
- As of April 2021, services were implemented.
- Plans to expand the team with an additional unit for better coverage are currently underway.

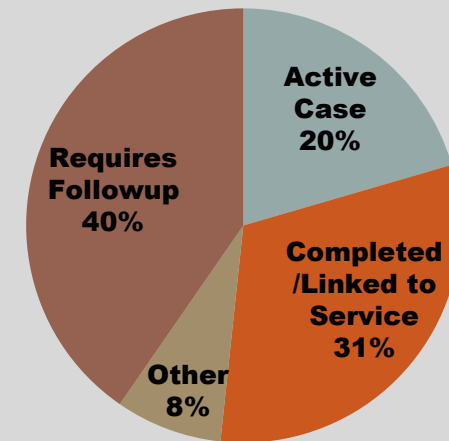
# YTD CCCRT Participant Outcomes

(April 2021- April 2022)

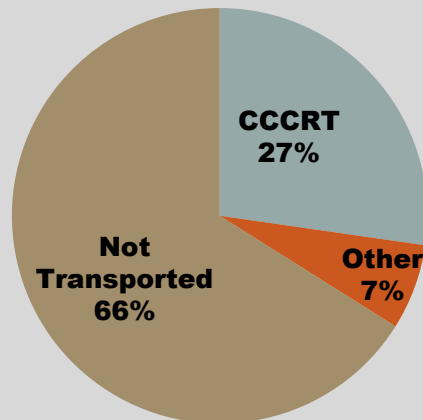
## Type of Call - Year 1



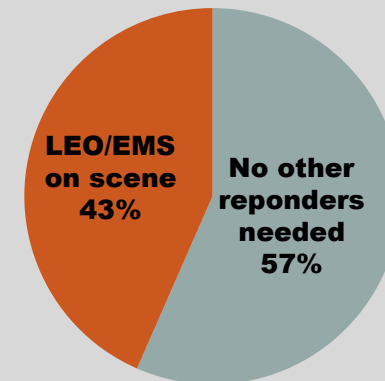
## Outcome for Call - Year 1



## Result of Call - Year 1



## Resources Utilized - Year 1



# Villa Rica Police Department

- Annual Operating Budget FY2021
  - \$4,504,546.00
- Total # of case numbers issued by VRPD in 2021: 20,678
- Cost per call: \$217.84

# How Can You Help?

- Let CCCRT save you money and valuable resources
- Consideration of financial support for portion of LEO salary and benefits for 2<sup>nd</sup> Unit.
- Spread awareness and utilize our services.



# Questions???



# Contact Information

Director Jodie Goodman

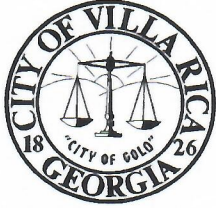


Lieutenant Greg Falls



Mayor Betty Cason





# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** Nextgen Nexus Inc. dba Junior Food Store

**CITY COUNCIL AGENDA DATE:** April 12, 2022

**DATE:** March 23, 2022

**PREPARED BY:** Nyree Simpson

**FISCAL IMPACT:** None

**ANNUAL –**

**CAPITAL –**

**OTHER –**

**FUNDING SOURCE:** N/A

---

**PURPOSE:** To allow applicant to offer retail sales of packaged beer and wine at Junior Food Store, located at 516 Dallas Highway, Villa Rica, GA 30180.

**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. There are no location restrictions which would hinder the issuance of the alcohol license. Lastly, there exist a history of alcohol licenses at this location. In fact, this request is being facilitated as there has been a recent change of ownership. An Occupational Tax Permit (business license) has been granted for the new owner(s).

**STAFF RECOMMENDATION:** The staff recommends approval of the current alcohol license request.

**IMPACT:** None



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**Public Hearing Date**

**City Council:** April 12, 2022

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**Request:** Alcohol License Permit

**Project Description:** Retail Package Malt Beverages & Wine

**Applicant:** Nextgen Nexus Inc. dba Junior Food Store  
Licensee: Bajracharya, Prabesh  
212 Creekside Circle, Austell, GA 30168

**Location:** 516 Dallas Highway, Villa Rica, GA 30180, Ward 3

**Parcel Number(s):** V04 0050018

**Current Zoning:** OI (Office & Institutional)

**Current Land Use:** Commercial – Convenience Store / Gas Station

---

**Location and Zoning Requirements:**

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

**Sec. 3-46. Zoning Restriction**

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

The subject property is zoned C2 (Commercial).

**Sec. 4-70. Proximity Restrictions:**

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes



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

Compliance: Yes

**Sec. 4-29 Investigation; Hearing:**

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

**Staff Comments:**

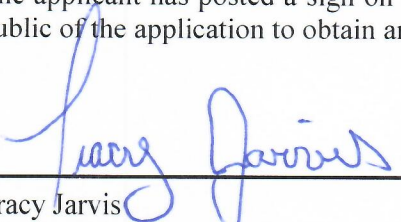
The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

**Recommendation:**

City Council is requested to consider the application review, discussed in this report and those given verbally at this meeting, and that the Council concurs that the proposed application is consistent with the Alcoholic Beverage Ordinance. Council is recommended to approve the proposed Retail Package of Malt Beverages and Wine.

**Public Response:**

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

  
\_\_\_\_\_  
Tracy Jarvis  
Director of Community Development

**Attachments:**

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

**\*PART I\***

1. Type of Ownership



Individual



Partnership



Corporation

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

Prabesh Bajracharya

Full Name

212 Creekside Circle, Austell GA 30168

Address

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

Nextgen Nexus Inc

Federal Tax ID: 87-4127933

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

Prabesh Bajracharya 212 Creekside Circle Austell GA 30168 100%

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Describe the principle business of the Corporation/Partnership:

Convenience store with Gas

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

Prabesh Bajracharya / 212 Creekside Circle Austell GA 30168 / 813-28-7633

Full Name

Address

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



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

Junior Food Store

4. Address of business for which application is made:

516 Dallas Hwy, Villa Rica, GA, 30180

Phone Number: 678-937-3975

Business

Home

Mailing Address: 516 Dallas Hwy, Villa Rica, GA 30180

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

**\*PART II\***

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

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2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?

☒ Yes ☐ No

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

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?

☒ Yes ☐ No

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

- ☒ A copy of the Deed to the premises to be licensed, if owned by applicant.  
☐ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.  
☒ In the case of a Partnership, a copy of the Partnership Agreement.  
☒ In the case of a Corporation, a copy of the Articles of Incorporation.  
☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

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

☒ Yes ☐ No

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

☐ Yes ☐ No

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☐ No
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?  
☐ Yes ☐ No
9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No  
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.
10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?  
☒ Yes ☐ No
11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:
- Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
  - Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
  - Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
  - Convicted of selling alcohol to a minor within the past three (3) years?  
☐ Yes ☒ No
- If the answer to any portion of question 11 is "yes," describe in detail and give date of occurrences:
- 
- 
- 
12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☐ Yes ☒ No



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

|            |                                           |                       |
|------------|-------------------------------------------|-----------------------|
| Man Pahari | 2287 Richmond Dr, Lithia Springs GA 30122 | 5                     |
| Name       | Residence                                 | Number of Years Known |

|                |                                    |                       |
|----------------|------------------------------------|-----------------------|
| Shraddha Pahal | 411 Greystone Cir Austell GA 30168 | 3                     |
| Name           | Residence                          | Number of Years Known |

|               |                                 |                       |
|---------------|---------------------------------|-----------------------|
| Smita Pradhan | 3009 Rockmark Rd, SE Rome 30161 | 4                     |
| Name          | Residence                       | Number of Years Known |

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

|                  |               |
|------------------|---------------|
| Bhaktapur, Nepal | 03/17/1991    |
| Place of Birth   | Date of Birth |

**\*PART III\***  
**VERIFICATION**

State of Georgia, Carroll County

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

Prabesh  
Applicants Signature (FULL NAME IN INK)

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

This 1<sup>st</sup> day of March, 20 22.

[Signature]  
Notary Public

My Commission Expires: 02/27/2024

W-00445559 762-760-7226

(Seal)

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

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF INCORPORATION

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

#### **NEXTGEN NEXUS INC**

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **12/21/2021** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **12/27/2021**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



## ARTICLES OF INCORPORATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 12/21/2021 1:13:55 PM

### BUSINESS INFORMATION

**CONTROL NUMBER** 21311432  
**BUSINESS NAME** NEXTGEN NEXUS INC  
**BUSINESS TYPE** Domestic Profit Corporation  
**EFFECTIVE DATE** 12/21/2021  
**SHARES** 1000

### PRINCIPAL OFFICE ADDRESS

**ADDRESS** 516 DALLAS HWY, VILLA RICA, GA, 30180, USA

### REGISTERED AGENT

| NAME                | ADDRESS                                       | COUNTY |
|---------------------|-----------------------------------------------|--------|
| PRABESH BAJRACHARYA | 212 CREEKSIDE CIRCLE, AUSTELL, GA, 30127, USA | Cobb   |

### INCORPORATOR(S)

| NAME                | TITLE        | ADDRESS                                       |
|---------------------|--------------|-----------------------------------------------|
| PRABESH BAJRACHARYA | INCORPORATOR | 212 CREEKSIDE CIRCLE, AUSTELL, GA, 30127, USA |

### OPTIONAL PROVISIONS

N/A

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** PRABESH BAJRACHARYA  
**AUTHORIZER TITLE** Incorporator



## City of Villa Rica

### Application for Original Alcoholic Beverage License

### Public Notice (Sign) Sworn Statement

I (we) Nextgen Nexus Inc

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

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

516 Dallas Hwy, Villa Rica GA 30180

Street Address

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

Prabesh Bajracharya

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Prabesh Bajracharya signed his or her  
Applicant

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

This 1st day of March, 20 22.

[Signature]  
Notary Public

W-00445559 762-760-7226

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

AFFP  
JR FOOD STORES ALC LIC

## Affidavit of Publication

STATE OF GEORGIA }  
COUNTY OF CARROLL } SS

NOTICE OF APPLICATION FOR ALCOHOL BEVERAGE  
(Packaged Beer and  
Wine Licensing)

PRABESH BAJRACHARYA has filed an application to sell alcoholic beverages on premises of 516 DALLAS HWY, VILLA RICA, GA 30180 as a RETAIL PACKAGE BEER & WINE. A public hearing on the application will be held on TUESDAY, APRIL 12, 2022 at 6:00 P.M. at the HOLT BISHOP JUSTICE CENTER, MUNICIPAL COURT ROOM, 101 MAIN STREET, VILLA RICA, GA. For additional information on this application contact the Community Development Department at (678)840-1224.

Rachael Raney, being duly sworn, says:

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

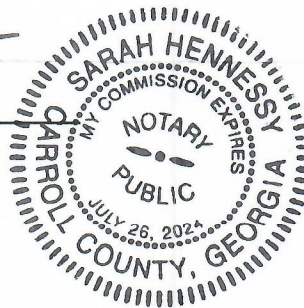
March 02, 2022

Publication Fees: \$ 22.00

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

SIGNED:

Subscribed to and sworn to me this 2nd day of March 2022.



70022426 70306134

PRABESH BAJRACHARYA  
JUNIOR FOOD MART  
516 DALLAS HWY  
VILLA RICA, GA 30180



Return recorded document to:  
Harrison Law, LLC  
P.O. Box 1495  
Douglasville, Georgia 30133

## LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DOUGLAS

THIS INDENTURE, made the 11th day of March, 2022, between Rashesh R. Patel and Parul Patel, as party or parties of the first part, hereinafter called Grantor, to Nextgen Projects, Inc., as party or parties of the second part, hereinafter called Grantee ("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 DOLLARS (\$10.00) and other valuable consideration 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,

Tract I:

All that tract or parcel of land lying and being in Land Lot 192 of the 6th District, of Carroll County, in the City of Villa Rica, Georgia, being more particularly described as follows:

Commencing at a point on the west side of State Highway No. 61 (Old Villa Rica-Dallas) which point is on the southern boundary line of the Villa Rica Housing Authority and extending southwardly along State Highway 140 feet to the property of C. R. Hollis; thence westwardly along the property line of C.R. Hollis 145 feet; thence northwardly to the line of the property of the Villa Rica Housing Authority 70 feet; thence eastwardly along the property line of the Villa Rica Housing Authority 170.63 feet to starting point. Property herein conveyed is the entire portion of lots numbered 127 and 128 as shown on the plat of the Provisional Subdivision of the Roberds Property as surveyed by Gordon Nalley, C.E., Atlanta, Georgia April 15, 1952.

This tract has situated thereon a building containing the "Jr. Food Store", and the "E-Z Laundry".

*PN*

Tract II:

All that tract or parcel of land lying and being in Land Lot 192 of the 6th District, and 5th Section of Carroll County, in the City of Villa Rica, Georgia, being more particularly described as follows:

BEGINNING at the northwest corner of Tract I hereinabove described, thence running westward 180 feet to Walnut Circle; thence running southward along Walnut Circle 70 feet; thence running eastward 165 feet to the western line of TRACT I hereinabove described; thence running northward along said line 70 feet to the point of beginning. Property herein conveyed is all of Lot 137 and a portion of Lot 136 as shown on the plat of the Provisional Subdivision of the Roberds Estate, said plat being prepared April 15, 1952 by Gordon Nalley, Civil Engineer (Reg. 238) Atlanta, Georgia.

Being: 516 Dallas Road, Villa Rica, GA 30180

Parcel ID# V040050018

Subject to any Easements or Restrictions of Record.

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; subject only to ad valorem taxes for 2022 and any other easements or restrictions of record (hereinafter referred to as "Permitted Exceptions").

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 owning, holding or claiming by, through or under Grantor, except for claims arising under or virtue of the Permitted Exceptions.

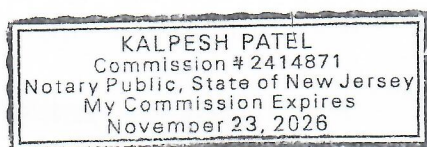
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written. Signed, sealed and delivered in the presence of:

Kalpesh Patel  
Witness

Rashesh R. Patel (SEAL)  
Rashesh R. Patel

[Signature]  
Notary Public  
03/09/22

[Signature]  
Parul Patel





# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** VA-02-22 – Mirror Lake Boulevard at Shoreline Parkway- Townhome variances

**CITY COUNCIL AGENDA DATE:** April 12<sup>th</sup>, 2022

**DATE:** March 31<sup>st</sup>, 2022

**PREPARED BY:** Ronald Johnson, Planning & Zoning Specialist

**PUBLIC HEARING REQUIRED:** Yes

---

**PURPOSE:** PLG, LLC of Atlanta, Georgia is requesting eight (8) 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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.



March 29<sup>th</sup>, 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 1<sup>st</sup>, 2022;
2. Townhomes Buffer Plan, prepared by Haines Gipson and Associates, unsigned and unstamped, dated March 1<sup>st</sup>, 2022;
3. Variance Application, dated March 10<sup>th</sup>, 2022, signed by Jane Blair Myers;
4. Authorization of Property owners, notarized and dated September 8<sup>th</sup>, 2021, signed by Delena C. Condon and Clay C. Condon;
5. Authorization of Property owners, notarized and dated September 7<sup>th</sup>, 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 11<sup>th</sup>, 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<br>Parcel B & C: Urban Village |
| East                                                   | Planned Unit Development<br>Commercial Medium-Density (C2)          | Suburban Neighborhood<br>Commercial Activity Area              |
| South                                                  | Industrial Medium Density (I2)                                      | Urban Village                                                  |
| West                                                   | Single-Family Agricultural (AG)<br>Multifamily Medium-Density (MF2) | Urban Village<br>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

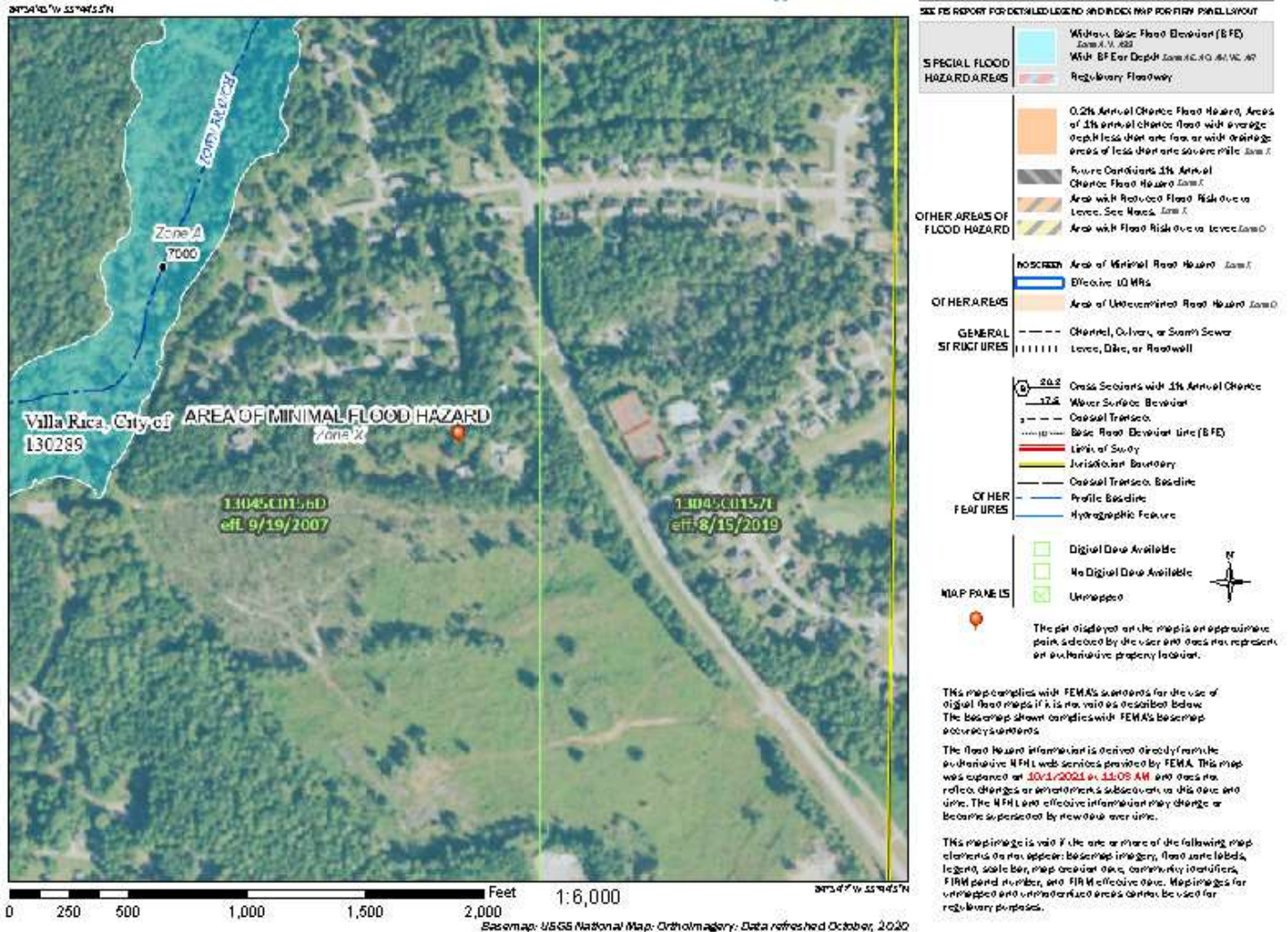


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D

### 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-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.

**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 28<sup>th</sup>, 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

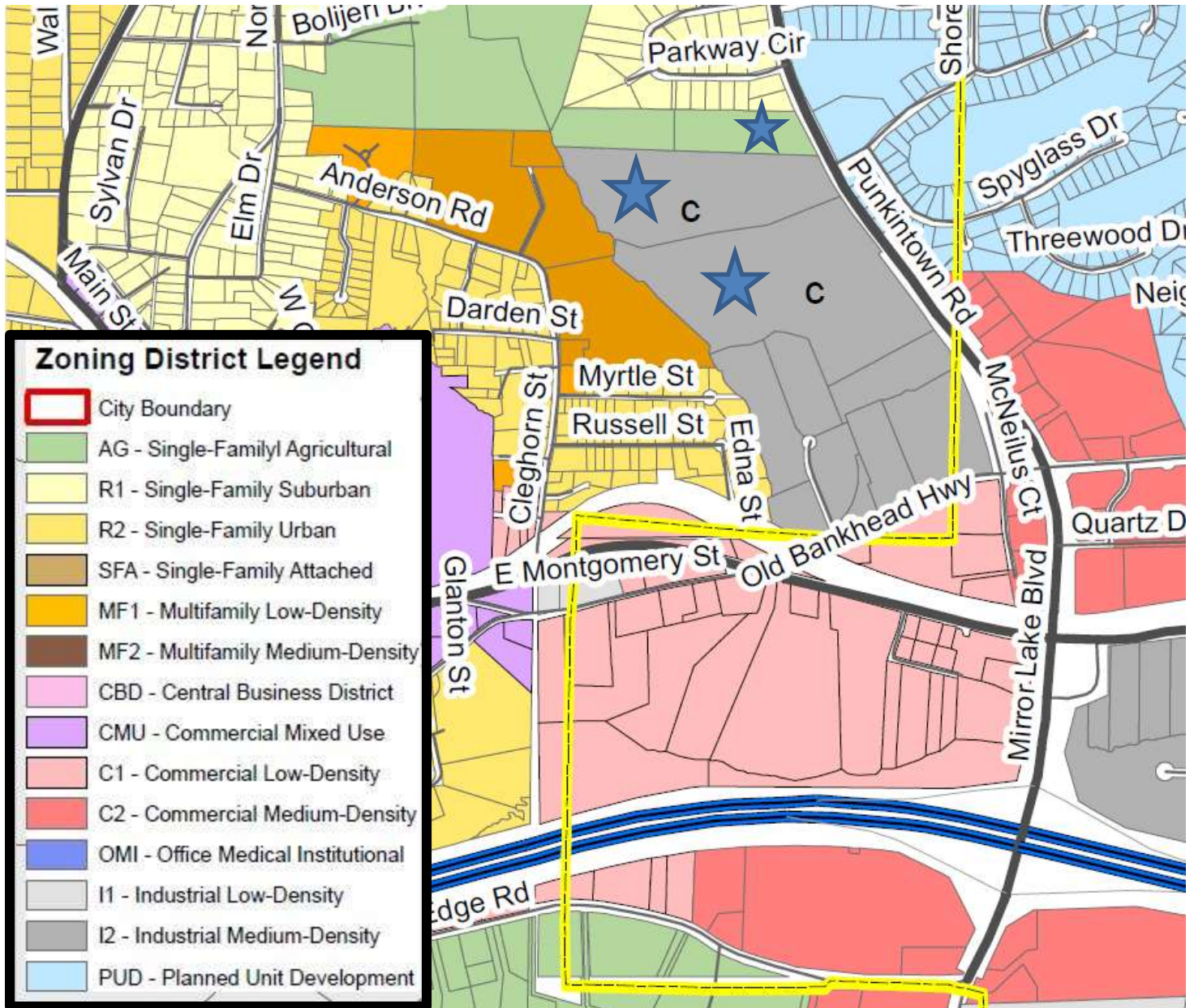
cc: Tom Barber, City Manager (via email)  
David Mecklin, Esq., City Attorney (via email)  
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)  
Chris Montesinos, AICP (via email)





**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





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## **APPLICATION FOR VARIANCE APPROVALS**

SFA Pod Located in Villa Rica, Georgia  
Mirror Lake Boulevard at Shoreline Parkway

Submitted By:  
PLG, LLC  
400 Galleria Parkway, Suite 1130  
Atlanta, GA 30339





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### **Table of Contents:**

City of Villa Rica Application for Variance/Appeal

Owner Affidavits

Conceptual Site Plan

Conceptual Site Plan with Buffer Impacts

Written Statement

Surrounding Owners Listing



# 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: 3/10/2022

## APPLICANT

Applicant Name: PLG, LLC

Address: 400 Galleria Parkway, Suite 1130 City: Atlanta State: GA Zip: 30339

Phone: (864) 542 - 4431 Fax: ( )      -      Email: jmyers@georgiacapital.com

Agent Name: Jane Blair Myers

Address: 400 Galleria Parkway, Suite 1130 City: Atlanta State: GA Zip: 30339

Phone: (864) 542 - 4431 Fax: ( )      -      Email: jmyers@georgiacapital.com

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

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

Phone: (760) 521 - 1860 Fax: ( )      -      Email: delena\_condon@yahoo.com

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

## VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: Parcel #1 - V05-0180075 (Condon)

Parcel #2 - V05-0180085 and V05-0180062 (Schoerner)

Refer to written narrative for specific variance requests.

I, Jane Blair Myers, 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.

Jane Blair Myers  
Signature of Applicant

3/10/2022  
Date

\* Additional Owner Name: David R. Schoerner and DMS Columbia Dr., LLC d/b/a Schoerner Enterprises, Joint Venture

Address: 125 Wind Song Court City: Carrollton State: GA Zip code: 30117

Phone: 404-583-1183 Fax: n/a Email: drs1850@aol.com



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: \_\_\_\_\_

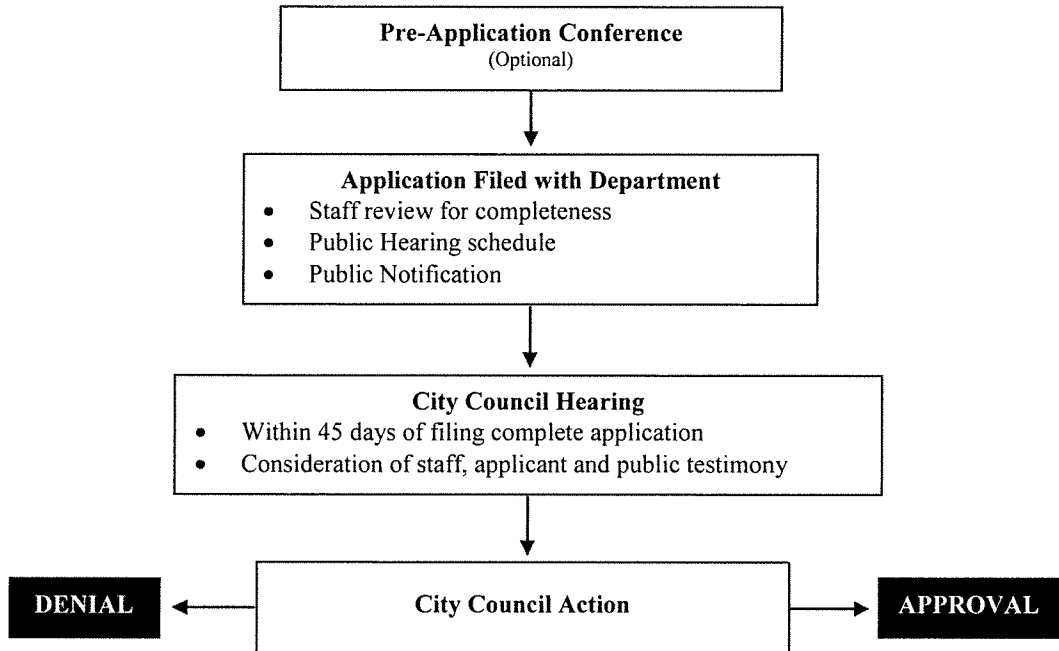




CASE # \_\_\_\_\_  
VARIANCE/APPEAL

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## PROCESS



AUTHORIZATION OF PROPERTY OWNERS

Name of owner(s): DAVID R. SCHOERNER and  
DMS COLUMBIA DRIVE, LLC  
Address: c/o 125 WINDSONG COURT  
CARROLLTON, GEORGIA 30117  
Phone Number: 404-583-1183 (cell)  
Name of applicant: PIG, LLC  
Address: 400 Galleria Parkway, Suite 1130  
Atlanta, Georgia 30339  
Phone Number: 864-542-4431

I authorize the applicant named above to pursue the variance request(s) for this property detailed in the application attached hereto.

Signature of Owner(s):

David R. Schoerner  
MANAGING JOINT VENTURE MEMBER  
Personally appeared before me:

Don R. Turner

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

Julia Outon  
Notary Public

3.8.22  
Date





Layer List Legend

Quick Links:

- Search Records
- View Map

Layers:

- ☒ Parcels
  - ☐ Address Numbers
  - ☐ Zip Code
  - ☐ City Boundary
  - ☐ Information Point
  - ☐ Parcel Numbers
  - ☐ District
  - ☐ LandLot
  - ☐ Yearly Sales
  - ☒ Roads
  - ☐ USA Major Highways
  - ☐ Railroads
  - ☐ City Labels
  - ☐ Subdivisions
  - ☒ Streams and Rivers
    - ☐ Streams and Rivers (Small)
    - ☐ Streams and Rivers (Large)
  - ☐ Lakes
  - ☐ Flood Map
  - ☐ Parcel Splits
  - ☐ State Outlines
  - ☒ County Outlines
  - ☒ 2021 Aerial Photos
  - ☐ 2016 Aerial Photos
  - ☐ 2013 Aerial Photos
  - ☐ Google Imagery
- [Restore Layer Defaults](#)



Results:

- Parcel ID - V05 0180085**  
 Alt Id - 52193  
 Address - MIRROR LAKE BLVD  
 Owner - SCHOERNER DAVID & DMS COLUMBIA LLC  
 DBA SCHOERNER ENTERPRISES  
**Acres - 34**  
[View Report](#) | [Field Definitions](#)
- Parcel ID - V05 0180062**  
 Alt Id - 30758  
 Address - MIRROR LAKE BLVD  
 Owner - SCHOERNER DAVID & DMS COLUMBIA DRIVE LLC  
 D/B/A SCHOERNER ENTERPRISE  
**Acres - 20**  
[View Report](#) | [Field Definitions](#)

Parcel ID V05 0180085  
 Class Code Industrial  
 Taxing District VILIA RICA  
 Acres 34

Owner SCHOERNER DAVID & DMS COLUMBIA LLC  
 DBA SCHOERNER ENTERPRISES  
 125 WINDSONG CT  
 CARROLLTON, GA 30117  
 Physical Address MIRROR LAKE BLVD  
 Assessed Value Value \$300000

Last 2 Sales  
 Date Price Reason Qual  
 12/31/2010 0 PI U  
 n/a 0 n/a n/a

2072764.92 1358546.23



## AUTHORIZATION OF PROPERTY OWNERS

Name of owner(s): Delena C. + Clay C. Condon  
Address: 384 Mirror Lake Blvd  
Villa Rica, Ga. 30180  
Phone Number: 760-521-1860 - 760-521-6403  
Name of applicant: PLG, LLC  
Address: 400 Galleria Parkway, Suite 1130  
Atlanta, Georgia 30339  
Phone Number: 864-542-4431

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I authorize the applicant named above to pursue the variance request(s) for this property detailed in the application attached hereto.

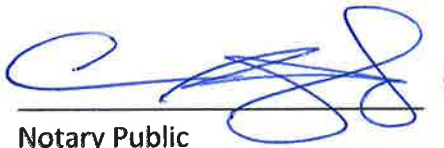
Signature of Owner(s):

Delena C. Condon & Clay C. Condon

Personally appeared before me:

Calvin Jackson Jr. W-00445559

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

  
Notary Public

W-00445559  
762-760-7226

3/11/2022  
Date

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



- Layers List Legend
- Quick Links:  
[Search Records](#)  
[View Map](#)
- Layers:
- ☒ Parcels
  - ☐ Address Numbers
  - ☐ Zip Code
  - ☐ City Boundary
  - ☐ Information Points
  - ☐ Parcel Numbers
  - ☐ District
  - ☐ Landuse
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  - ☐ Streams and Rivers
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  - ☐ County Outlines
  - ☒ 2021 Aerial Photos
  - ☐ 2018 Aerial Photos
  - ☐ 2015 Aerial Photos
  - ☐ Google Imagery
- [Expand/Launch/Default](#)



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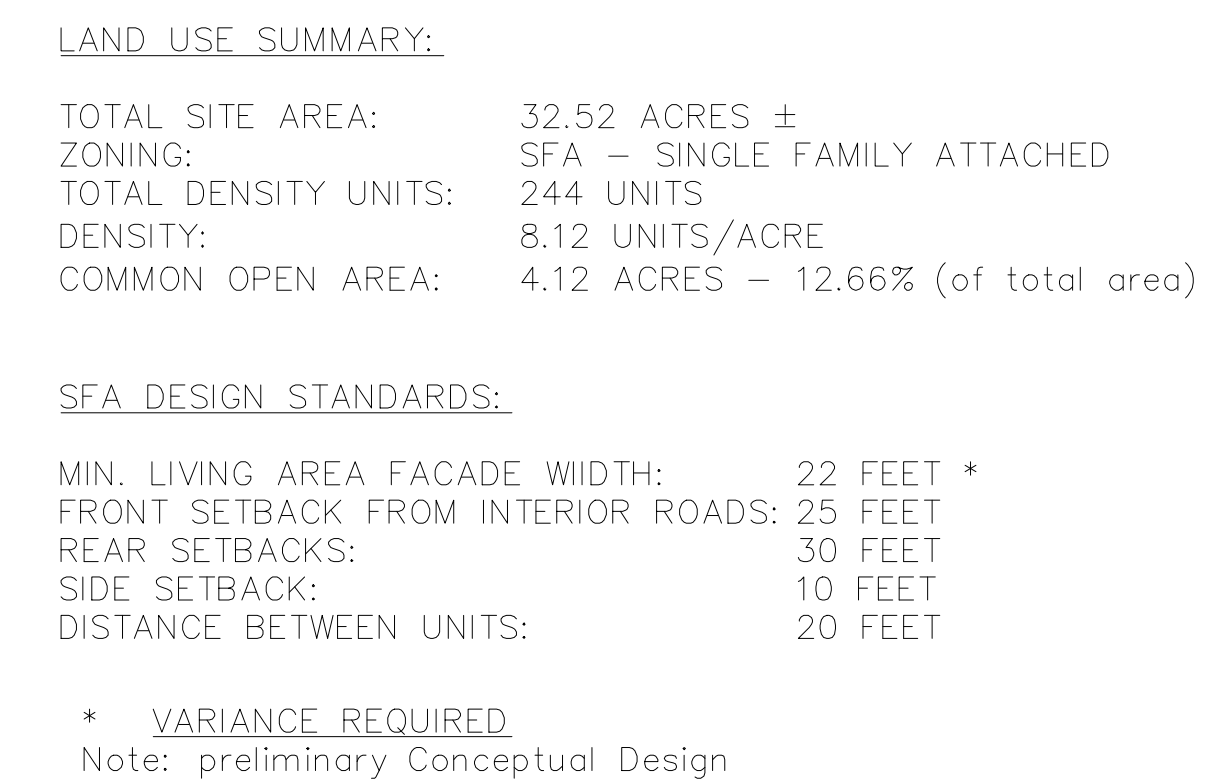
Parcel ID: V05 0180075  
 Asses: 31227  
 Address: 384 MIRROR LAKE BLVD  
 Owner: CONDON DELENA C & CLAY C  
 Acres: 6.07  
[View Parcel](#) [Print Parcel](#)

Parcel ID: V05 0110046  
 Asses: 48392  
 Address: PARKWAY DR  
 Owner: CONDON DELENA C & CLAY C  
 Acres: 0.13  
[View Parcel](#) [Print Parcel](#)

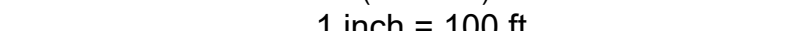
|                             |                                        |                 |
|-----------------------------|----------------------------------------|-----------------|
| Parcel ID: V05 0180075      | Owner: CONDON DELENA C & CLAY C        | Last 2 Sales:   |
| Class Code: Residential     | 384 MIRROR LAKE BLVD                   | Date: 1/28/2018 |
| Taxing District: VILLA RICA | VILLA RICA, GA 30080                   | Price: \$259000 |
| Acres: 6.07                 | Physical Address: 384 MIRROR LAKE BLVD | Reason: NP      |
|                             |                                        | Qual: U         |
|                             |                                        | Date: 8/24/2012 |
|                             |                                        | Reason: LA      |
|                             |                                        | Qual: U         |

https://qpublic.schneidercorp.com/Application.aspx?AppID=663&LayerID=15076&PageTypeID=1&PageID=0&Q=1316338766&KeyValue=V05-0180075#





**GRAPHIC SCALE**

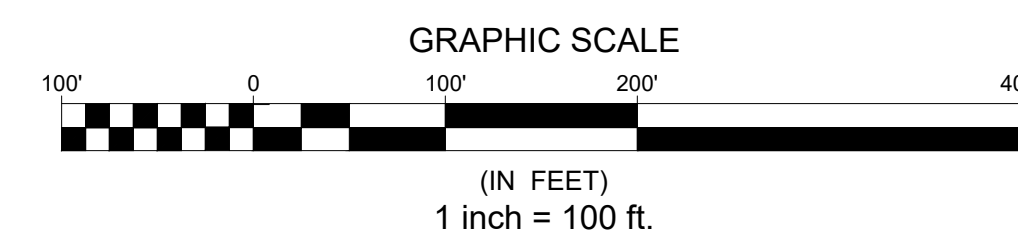


(IN FEET)  
1 inch = 100 ft.





# TOWNHOMES BUFFER PLAN



DESCRIPTION

NO. BY DATE

DRAWN BY SCA CHECKED BY

DATE 3/01/2022

SHEET TITLE

PLAN

SHEET NUMBER

BF-2

HGA JOB No. 2021-336

Villa Rica  
TOWN HOMES  
MIRROR LAKES  
CARROLTON, GEORGIA



SEAL







---

March 11, 2022

VIA EMAIL

[rjohnson@villarica.org](mailto:rjohnson@villarica.org)

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

RE: *Application of PLG, LLC regarding justification for variance requests*

Dear Ron:

Thank you for your time last week to meet at your office with you and others to discuss PLG, LLC's ("PLG") variance requests for the Single Family Attached ("SFA") property in the proposed Fuqua Development located at Mirror Lake Boulevard and Shoreline Parkway. PLG is the contract purchaser for the +/- 32.52 acres zoned for SFA.

PLG has filed a request for variances from the following provisions:

- 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.
- 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.

---

400 Galleria Parkway Suite 1130  
Atlanta, Georgia 30339  
Phone: 470-554-3966

- 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.
- 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.
- 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.
- 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-foot-wide product does not allow for a two-car garage when accounting for the garage width and framing requirements.
- 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.
- 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.
- 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.

If there are any questions related to the requests, please feel free to reach out by email or telephone at the contact information provided below. Thank you for your consideration of the requests.

Sincerely,  
PLG, LLC

*Jane Blair Myers*

Jane Blair Myers  
[jmyers@georgiacapital.com](mailto:jmyers@georgiacapital.com)  
(864) 542-4431

Surrounding Property Owners (250' of Property)

| <b>Condon Parcel</b>                          |                        | <b>V05 0180075</b> |              |            |
|-----------------------------------------------|------------------------|--------------------|--------------|------------|
| <u>Owner</u>                                  | <u>Mailing Address</u> | <u>City</u>        | <u>State</u> | <u>Zip</u> |
| McPherson Family Recovable Living Trust       | 103 Chadwick Place     | Villa Rica         | GA           | 30180      |
| Whisenhunt, Ronnie                            | 121 Spring Haven Court | Villa Rica         | GA           | 30180      |
| Dewberry, Tamara Lyn                          | 187 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Nolen, Kimberly                               | 177 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Byrd, Kaitlin A, Kimberly Jo, & Scott Edwards | 167 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Hill, Hubert J                                | 157 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Hewett, Brandon R & Trinity Jtrs              | 145 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Condon Delena C & Clay C                      | 384 Mirror Lake Blvd   | Villa Rica         | GA           | 30180      |
| Willis - Wilmot, Carol                        | 121 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Hole, Clayton & AJ Jtrs                       | 141 Parkway Circle     | Villa Rica         | GA           | 30180      |
| Mirror Lake Community Association             | 1000 Shoreline Pkwy    | Villa Rica         | GA           | 30180      |

| <b>Schoerner Parcel</b>   |                            | <b>V05 0180062</b> |              |            |
|---------------------------|----------------------------|--------------------|--------------|------------|
| <u>Owner</u>              | <u>Mailing Address</u>     | <u>City</u>        | <u>State</u> | <u>Zip</u> |
| Condon Delena C & Clay C  | 384 Mirror Lake Blvd       | Villa Rica         | GA           | 30180      |
| Hole, Clayton & AJ Jtrs   | 141 Parkway Circle         | Villa Rica         | GA           | 30180      |
| WGSC LLC                  | 124 Parkwood Circle        | Carrollton         | GA           | 30117      |
| Villa Rica Mayor & City   | 571 W Bankhead Highway     | Villa Rica         | GA           | 30180      |
| Arbours at Villa Rica LLC | 242 Inverness Center Drive | Birmingham         | AL           | 35242      |
| Reid, Dawn N              | 9861 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Brown, Edward E Jr        | 9851 Spyglass Drive        | Villa Rica         | GA           | 30180      |

| <b>Schoerner Parcel</b>                  |                            | <b>V05 0180085</b> |              |            |
|------------------------------------------|----------------------------|--------------------|--------------|------------|
| <u>Owner</u>                             | <u>Mailing Address</u>     | <u>City</u>        | <u>State</u> | <u>Zip</u> |
| Arbours at Villa Rica LLC                | 242 Inverness Center Drive | Birmingham         | AL           | 35242      |
| Villa Rica Mayor & City                  | 571 W Bankhead Highway     | Villa Rica         | GA           | 30180      |
| Saunders, Marilyn L                      | 49 West Peachtree Street   | Norcross           | GA           | 30071      |
| Pritchett Mary E & Charlene Evate        | 526 Myrtle Street          | Villa Rica         | GA           | 30180      |
| Bennett, Richard G Jr                    | 1215 Vine Street           | Gainesville        | GA           | 30501      |
| Hitchcock D L & Churchhill Carolyn M     | 1283 Harlan Lane Road      | Villa Rica         | GA           | 30180      |
| Danelion Properties Inc                  | 65 Grady Knight Ind Court  | Villa Rica         | GA           | 30180      |
| McNeilus Truck & MFG Inc                 | PO Box 70                  | Dodge Center       | MN           | 55927      |
| Reid, Dawn N                             | 9861 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Brown, Edward E Jr                       | 9851 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Abdich, Robert & Jennifer                | 9843 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Allen, Anthony                           | 9835 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Williamson, Gerald                       | 9827 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Dingle, Therese G                        | 9819 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Sanchez-Juarez Agustin & Guzman Bridgett | 9811 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| Sanon, Gina                              | 9803 Spyglass Drive        | Villa Rica         | GA           | 30180      |
| You Xiao Juan & Christian James P        | 2529 Gold Hill Court       | Villa Rica         | GA           | 30180      |



# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** VA-03-22 – Mirror Lake Connector Stream Buffer Variance

**CITY COUNCIL AGENDA DATE:** April 12<sup>th</sup>, 2022

**DATE:** March 31<sup>st</sup>, 2022

**PREPARED BY:** Bobby Elliott, P.E., Director of Public Works & City Engineer

**PUBLIC HEARING REQUIRED:** Yes

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**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: \_\_\_\_\_

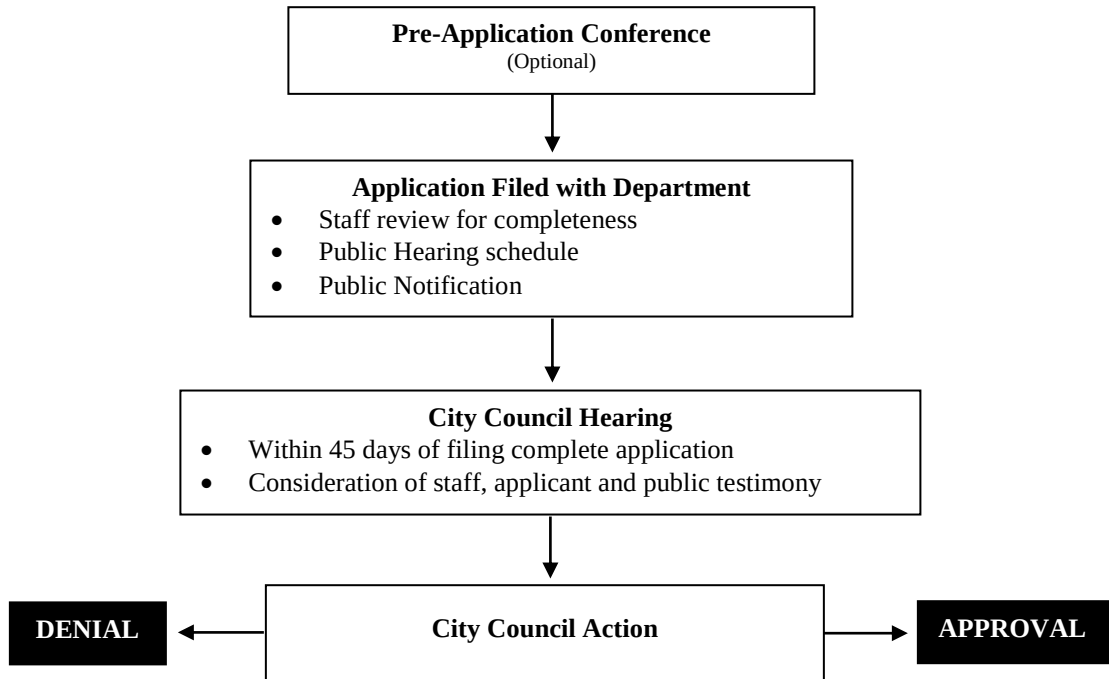
Action and Date: \_\_\_\_\_



CASE # \_\_\_\_\_  
VARIANCE/APPEAL

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## PROCESS



**Villa Rica**  
**CARROLL COUNTY, GEORGIA**

**Written Statement**  
**March 11, 2022**

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**Variance Request**

**Stream Buffer Encroachment**

**Request approval to allow encroachment in to the 75' Pervious and 50' Undisturbed Stream Buffer**

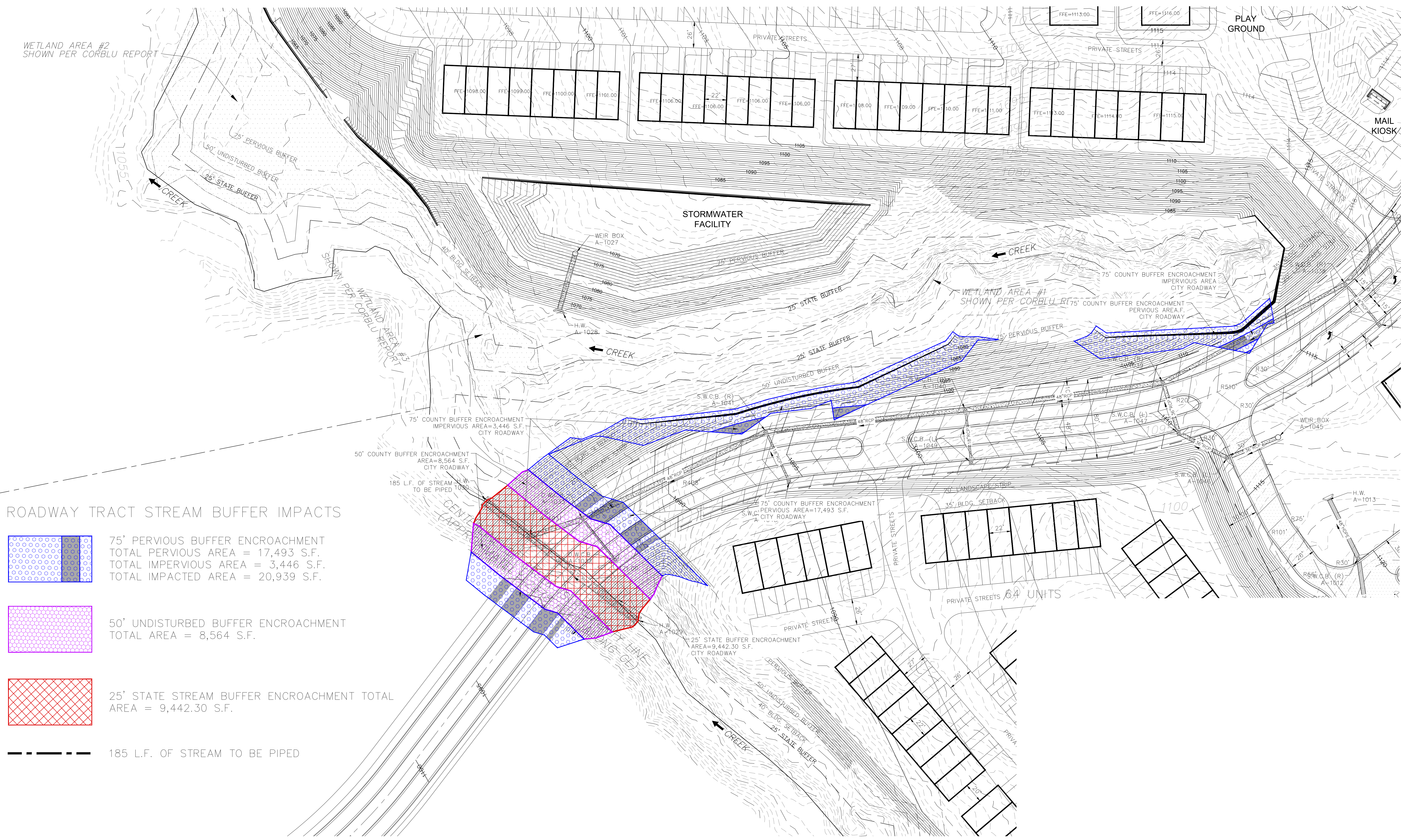
City Of Villa Rica intends to construct a connector road from Mirror Lake Boulevard to North Carroll Street connecting the Mirror Lake community to downtown Villa Rica.

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.

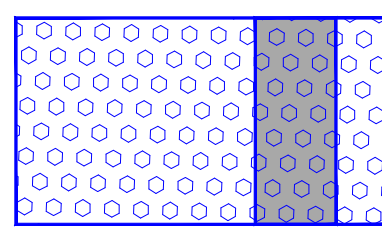
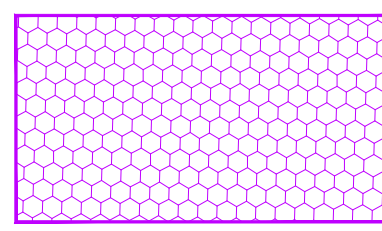
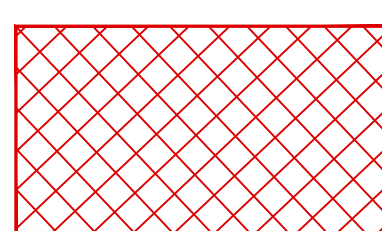
Due to the site constraints and topography a variety of sitework activities will encroach in to the 75' Pervious Buffer to allow for construction of the road. There will be permanent improvements in the 75' buffer including two retaining walls and portions of the golf cart path and road. A stream crossing 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.

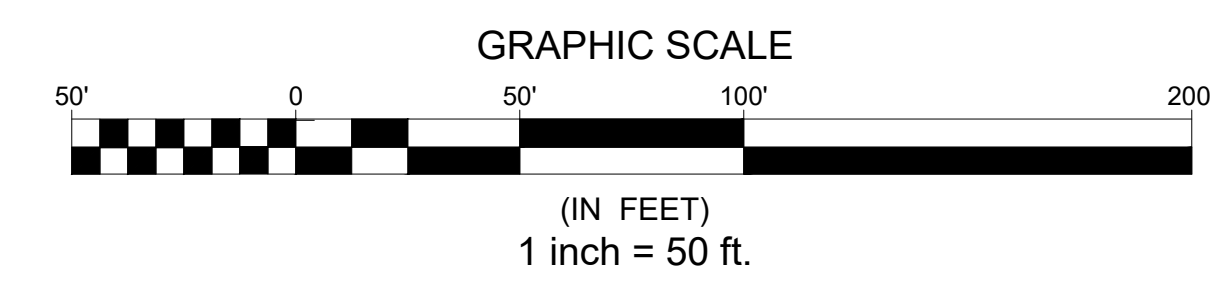




ROADWAY TRACT STREAM BUFFER IMPACTS

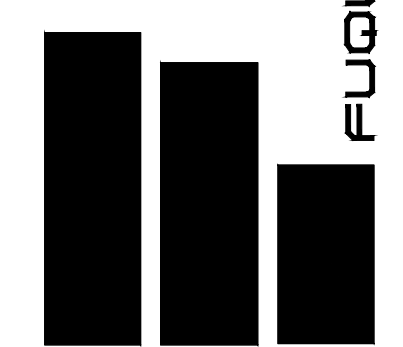
-  75' PERVIOUS BUFFER ENCROACHMENT  
TOTAL PERVIOUS AREA = 17,493 S.F.  
TOTAL IMPERVIOUS AREA = 3,446 S.F.  
TOTAL IMPACTED AREA = 20,939 S.F.
-  50' UNDISTURBED BUFFER ENCROACHMENT  
TOTAL AREA = 8,564 S.F.
-  25' STATE STREAM BUFFER ENCROACHMENT TOTAL  
AREA = 9,442.30 S.F.
-  185 L.F. OF STREAM TO BE PIPED

MIRROR LAKES  
CONNECTOR  
BUFFER PLAN





HAINES GIPSON & ASSOCIATES  
Civil • Structural • Bridge



FUGRO E&E

MIRROR LAKES  
CARROLLTON, GEORGIA

| NO. | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
|     |    |      |             |
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| 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 Manual<sup>1</sup> and the regional supplement for the Eastern Mountains and Piedmont<sup>2</sup>. The referenced manuals use a multi-parameter wetland identification process, including positive evidence of three

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<sup>1</sup> *Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. U.S. Army Corps of Engineers, Washington D.C. 100 pp. plus appendices*

<sup>2</sup> *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*<sup>3</sup> and the North Carolina Division of Water Quality (NCDWQ) *Identification Methods for the Origins of Intermittent and Perennial Streams*<sup>45</sup>. 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).

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<sup>3</sup> Georgia Department of Natural Resources Environmental Protection Division Watershed Protection Branch Non-Point Source Program. September 2006.

<sup>4</sup> 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.

<sup>5</sup> 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



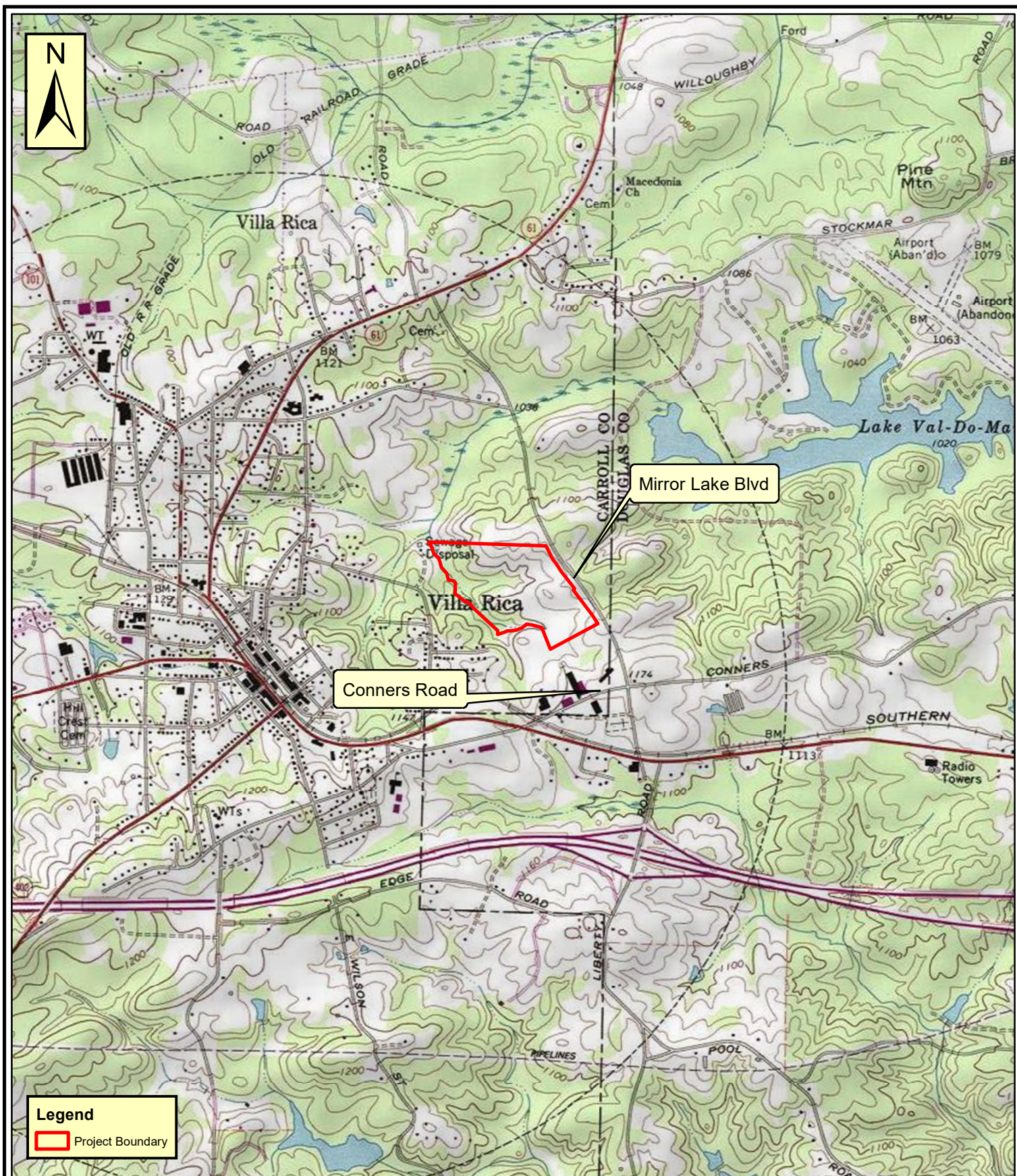
Trey C. Trickett, CAE  
Staff Ecologist



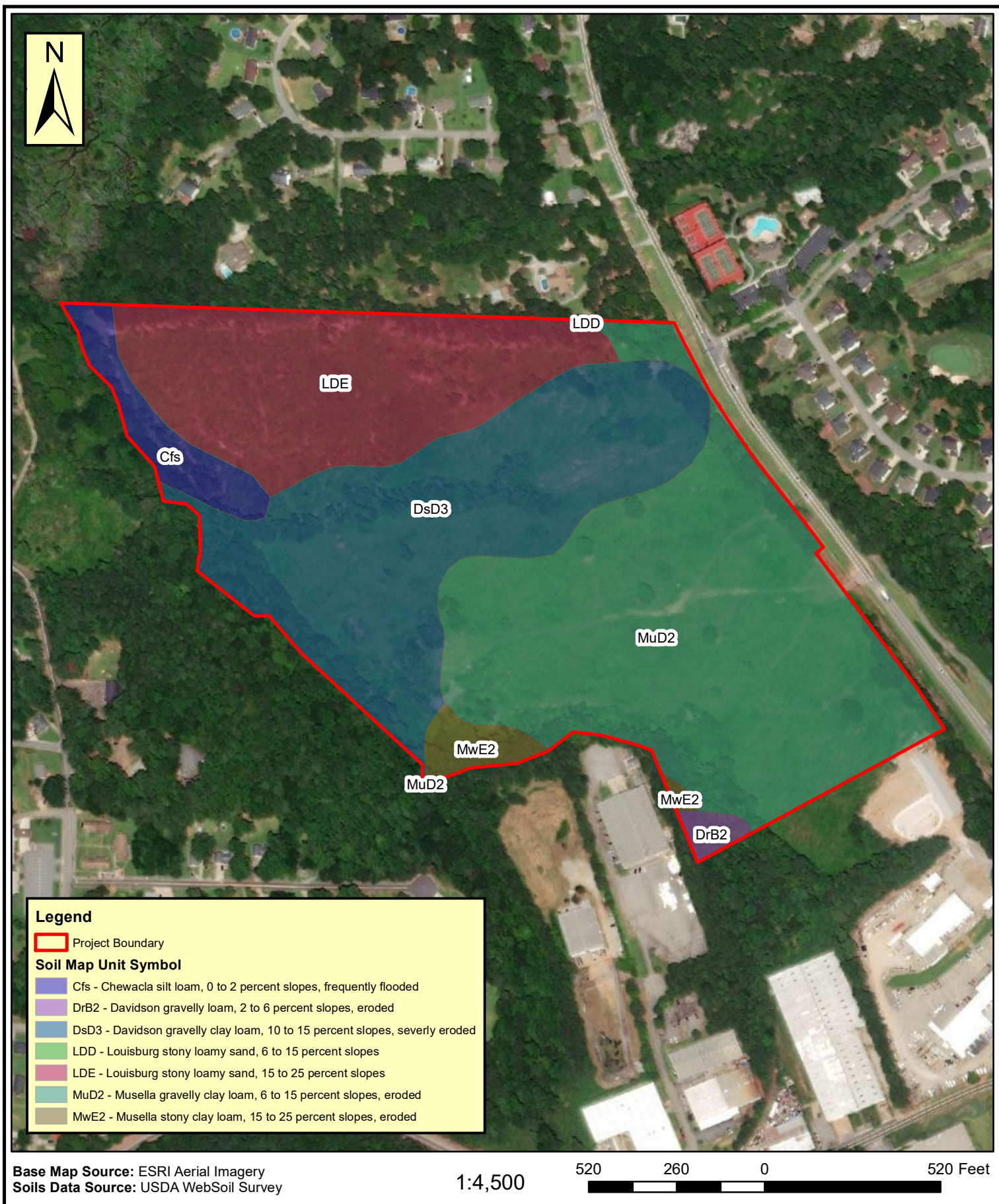
Richard W. Whiteside, PhD, CWB, CSE  
President

Enclosures:    Figure 1 – Site Location  
                     Figure 2 –Soils Map  
                     Figure 3 – Aquatic Features Map  
                     Photograph Nos. 1-6  
                     Appendix A - NCDWQ Stream forms

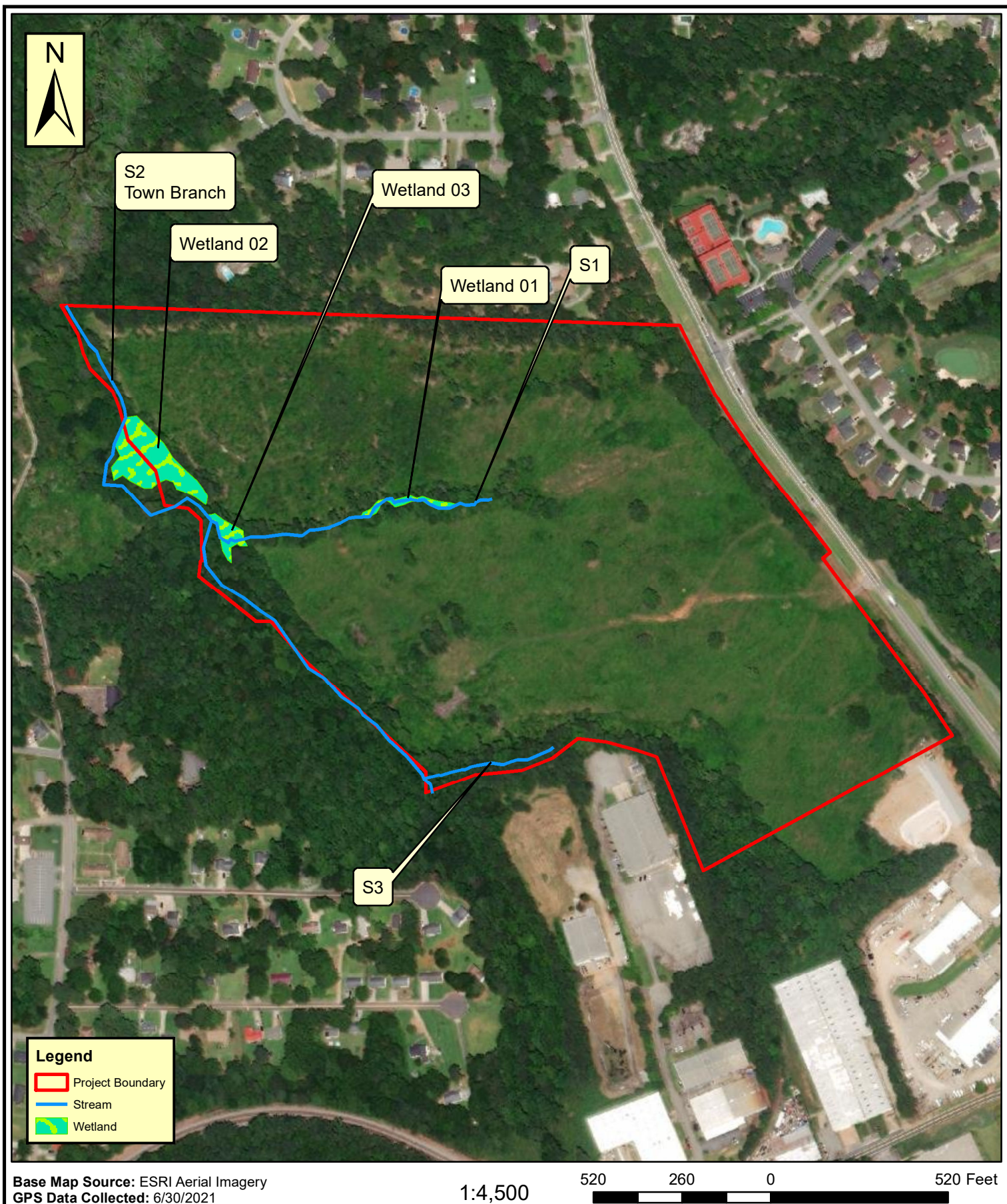
















**Photograph No. 1: Downstream view of intermittent stream S1.**



**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: <b>6/30/2021</b>                                                                                                       | Project/Site: <b>Fuqua - Mirror Lake</b>                                     | Latitude: <b>33.736210</b>                       |
| Evaluator: <b>MWO</b>                                                                                                        | County: <b>Villa Rica</b>                                                    | Longitude: <b>-84.908756</b>                     |
| <b>Total Points:</b><br><i>Stream is at least intermittent if <math>\geq 19</math> or perennial if <math>\geq 30</math>*</i> | <b>Stream Determination (circle one)</b><br>Ephemeral Intermittent Perennial | <b>Other</b><br><i>e.g. Quad Name:</i> <b>S1</b> |

**24**

| A. Geomorphology (Subtotal = <b>9</b> )                                   | Absent            | Weak         | Moderate     | Strong |
|---------------------------------------------------------------------------|-------------------|--------------|--------------|--------|
| 1 <sup>a</sup> . Continuity of channel bed and bank                       | 0                 | 1            | <del>X</del> | 3      |
| 2. Sinuosity of channel along thalweg                                     | 0                 | <del>X</del> | 2            | 3      |
| 3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence | 0                 | <del>X</del> | 2            | 3      |
| 4. Particle size of stream substrate                                      | 0                 | <del>X</del> | 2            | 3      |
| 5. Active/relict floodplain                                               | 0                 | <del>X</del> | 2            | 3      |
| 6. Depositional bars or benches                                           | 0                 | <del>X</del> | 2            | 3      |
| 7. Recent alluvial deposits                                               | <del>X</del>      | 1            | 2            | 3      |
| 8. Headcuts                                                               | 0                 | <del>X</del> | 2            | 3      |
| 9. Grade control                                                          | 0                 | 0.5          | <del>X</del> | 1.5    |
| 10. Natural valley                                                        | <del>X</del>      | 0.5          | 1            | 1.5    |
| 11. Second or greater order channel                                       | No <del>X</del> 0 |              | Yes = 3      |        |

<sup>a</sup> artificial ditches are not rated; see discussions in manual

| B. Hydrology (Subtotal = <b>7.5</b> )        | Absent           | Weak | Moderate           | Strong |
|----------------------------------------------|------------------|------|--------------------|--------|
| 12. Presence of Baseflow                     | 0                | 1    | <del>X</del>       | 3      |
| 13. Iron oxidizing bacteria                  | <del>X</del>     | 1    | 2                  | 3      |
| 14. Leaf litter                              | <del>X</del> 0.5 | 1    | 0.5                | 0      |
| 15. Sediment on plants or debris             | <del>X</del>     | 0.5  | 1                  | 1.5    |
| 16. Organic debris lines or piles            | 0                | 0.5  | <del>X</del>       | 1.5    |
| 17. Soil-based evidence of high water table? | No = 0           |      | Yes <del>X</del> 3 |        |

| C. Biology (Subtotal = <b>7.5</b> )                   | Absent                                | Weak             | Moderate | Strong |
|-------------------------------------------------------|---------------------------------------|------------------|----------|--------|
| 18. Fibrous roots in streambed                        | <del>X</del>                          | 2                | 1        | 0      |
| 19. Rooted upland plants in streambed                 | <del>X</del>                          | 2                | 1        | 0      |
| 20. Macroinvertebrates (note diversity and abundance) | 0                                     | <del>X</del>     | 2        | 3      |
| 21. Aquatic Mollusks                                  | <del>X</del>                          | 1                | 2        | 3      |
| 22. Fish                                              | <del>X</del>                          | 0.5              | 1        | 1.5    |
| 23. Crayfish                                          | <del>X</del>                          | 0.5              | 1        | 1.5    |
| 24. Amphibians                                        | 0                                     | <del>X</del> 0.5 | 1        | 1.5    |
| 25. Algae                                             | <del>X</del>                          | 0.5              | 1        | 1.5    |
| 26. Wetland plants in streambed                       | FACW = 0.75; OBL = 1.5 <del>X</del> 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: <b>6/30/2021</b>                                                                       | Project/Site: <b>Fuqua - Mirror Lake</b> | Latitude: <b>33.736302</b>                                                   |
| Evaluator: <b>MWO</b>                                                                        | County: <b>Villa Rica</b>                | Longitude: <b>-84.910603</b>                                                 |
| <b>Total Points:</b><br><i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i> | <b>33</b>                                | <b>Stream Determination (circle one)</b><br>Ephemeral Intermittent Perennial |
|                                                                                              |                                          | <b>Other</b><br>e.g. Quad Name: <b>S2</b>                                    |

| A. Geomorphology (Subtotal = <b>16.5</b> )                                | Absent       | Weak         | Moderate           | Strong |
|---------------------------------------------------------------------------|--------------|--------------|--------------------|--------|
| 1 <sup>a</sup> . Continuity of channel bed and bank                       | 0            | 1            | <del>X</del>       | 3      |
| 2. Sinuosity of channel along thalweg                                     | 0            | 1            | <del>X</del>       | 3      |
| 3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence | 0            | 1            | <del>X</del>       | 3      |
| 4. Particle size of stream substrate                                      | 0            | 1            | <del>X</del>       | 3      |
| 5. Active/relict floodplain                                               | 0            | 1            | <del>X</del>       | 3      |
| 6. Depositional bars or benches                                           | 0            | <del>X</del> | 2                  | 3      |
| 7. Recent alluvial deposits                                               | 0            | <del>X</del> | 2                  | 3      |
| 8. Headcuts                                                               | <del>X</del> | 1            | 2                  | 3      |
| 9. Grade control                                                          | 0            | 0.5          | <del>X</del>       | 1.5    |
| 10. Natural valley                                                        | 0            | <del>X</del> | 1                  | 1.5    |
| 11. Second or greater order channel                                       | No = 0       |              | Yes <del>X</del> 3 |        |

<sup>a</sup> artificial ditches are not rated; see discussions in manual

| B. Hydrology (Subtotal = <b>8</b> )          | Absent           | Weak             | Moderate           | Strong |
|----------------------------------------------|------------------|------------------|--------------------|--------|
| 12. Presence of Baseflow                     | 0                | 1                | <del>X</del>       | 3      |
| 13. Iron oxidizing bacteria                  | <del>X</del>     | 1                | 2                  | 3      |
| 14. Leaf litter                              | <del>X</del> 0.5 | 1                | 0.5                | 0      |
| 15. Sediment on plants or debris             | 0                | <del>X</del> 0.5 | 1                  | 1.5    |
| 16. Organic debris lines or piles            | 0                | 0.5              | <del>X</del>       | 1.5    |
| 17. Soil-based evidence of high water table? | No = 0           |                  | Yes <del>X</del> 3 |        |

| C. Biology (Subtotal = <b>8.5</b> )                   | Absent                                  | Weak             | Moderate     | Strong |
|-------------------------------------------------------|-----------------------------------------|------------------|--------------|--------|
| 18. Fibrous roots in streambed                        | <del>X</del>                            | 2                | 1            | 0      |
| 19. Rooted upland plants in streambed                 | <del>X</del>                            | 2                | 1            | 0      |
| 20. Macroinvertebrates (note diversity and abundance) | 0                                       | <del>X</del>     | 2            | 3      |
| 21. Aquatic Mollusks                                  | <del>X</del>                            | 1                | 2            | 3      |
| 22. Fish                                              | 0                                       | 0.5              | <del>X</del> | 1.5    |
| 23. Crayfish                                          | <del>X</del>                            | 0.5              | 1            | 1.5    |
| 24. Amphibians                                        | 0                                       | <del>X</del> 0.5 | 1            | 1.5    |
| 25. Algae                                             | <del>X</del>                            | 0.5              | 1            | 1.5    |
| 26. Wetland plants in streambed                       | FACW = 0.75; OBL = 1.5 <del>X</del> = 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: <b>6/30/2021</b>                                                                                                       | Project/Site: <b>Fuqua - Mirror Lake</b>                                     | Latitude: <b>33.734307</b>                       |
| Evaluator: <b>MWO</b>                                                                                                        | County: <b>Villa Rica</b>                                                    | Longitude: <b>-84.907040</b>                     |
| <b>Total Points:</b><br><i>Stream is at least intermittent if <math>\geq 19</math> or perennial if <math>\geq 30</math>*</i> | <b>Stream Determination (circle one)</b><br>Ephemeral Intermittent Perennial | <b>Other</b><br><i>e.g. Quad Name:</i> <b>S3</b> |

**22.5**

| A. Geomorphology (Subtotal = <b>11</b> )                                  | Absent              | Weak         | Moderate     | Strong |
|---------------------------------------------------------------------------|---------------------|--------------|--------------|--------|
| 1 <sup>a</sup> . Continuity of channel bed and bank                       | 0                   | 1            | <del>X</del> | 3      |
| 2. Sinuosity of channel along thalweg                                     | 0                   | <del>X</del> | 2            | 3      |
| 3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence | 0                   | <del>X</del> | 2            | 3      |
| 4. Particle size of stream substrate                                      | 0                   | 1            | <del>X</del> | 3      |
| 5. Active/relict floodplain                                               | 0                   | <del>X</del> | 2            | 3      |
| 6. Depositional bars or benches                                           | 0                   | <del>X</del> | 2            | 3      |
| 7. Recent alluvial deposits                                               | 0                   | <del>X</del> | 2            | 3      |
| 8. Headcuts                                                               | 0                   | <del>X</del> | 2            | 3      |
| 9. Grade control                                                          | 0                   | 0.5          | <del>X</del> | 1.5    |
| 10. Natural valley                                                        | <del>X</del>        | 0.5          | 1            | 1.5    |
| 11. Second or greater order channel                                       | No <del>X</del> = 0 |              | Yes = 3      |        |

<sup>a</sup> artificial ditches are not rated; see discussions in manual

| B. Hydrology (Subtotal = <b>5</b> )          | Absent              | Weak             | Moderate     | Strong |
|----------------------------------------------|---------------------|------------------|--------------|--------|
| 12. Presence of Baseflow                     | 0                   | <del>X</del>     | 2            | 3      |
| 13. Iron oxidizing bacteria                  | 0                   | <del>X</del>     | 2            | 3      |
| 14. Leaf litter                              | <del>X</del> 0.5    | 1                | 0.5          | 0      |
| 15. Sediment on plants or debris             | 0                   | <del>X</del> 0.5 | 1            | 1.5    |
| 16. Organic debris lines or piles            | 0                   | 0.5              | <del>X</del> | 1.5    |
| 17. Soil-based evidence of high water table? | No <del>X</del> = 0 |                  | Yes = 3      |        |

| C. Biology (Subtotal = <b>8.5</b> )                   | Absent                                  | Weak             | Moderate | Strong |
|-------------------------------------------------------|-----------------------------------------|------------------|----------|--------|
| 18. Fibrous roots in streambed                        | 3                                       | <del>X</del>     | 1        | 0      |
| 19. Rooted upland plants in streambed                 | <del>X</del>                            | 2                | 1        | 0      |
| 20. Macroinvertebrates (note diversity and abundance) | 0                                       | <del>X</del>     | 2        | 3      |
| 21. Aquatic Mollusks                                  | <del>X</del>                            | 1                | 2        | 3      |
| 22. Fish                                              | <del>X</del>                            | 0.5              | 1        | 1.5    |
| 23. Crayfish                                          | <del>X</del>                            | 0.5              | 1        | 1.5    |
| 24. Amphibians                                        | 0                                       | <del>X</del> 0.5 | 1        | 1.5    |
| 25. Algae                                             | <del>X</del>                            | 0.5              | 1        | 1.5    |
| 26. Wetland plants in streambed                       | FACW = 0.75; OBL = 1.5 <del>X</del> = 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:



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March 30<sup>th</sup>, 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 1<sup>st</sup>, 2022;
2. Variance Application, dated March 11<sup>th</sup>, 2022, unsigned;
3. Applicant Written Statement, by an unknown preparer, dated March 11<sup>th</sup>, 2022 (1 Page);
4. Jurisdictional Waters Findings Report, prepared by Trey C. Trickett, CAE, Staff Ecologist for Corblu Ecology Group. Dated July 6<sup>th</sup>, 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<br>Parcel B & C: Urban Village |
| East                                                   | Planned Unit Development<br>Commercial Medium-Density (C2)          | Suburban Neighborhood<br>Commercial Activity Area              |
| South                                                  | Industrial Medium Density (I2)                                      | Urban Village                                                  |
| West                                                   | Single-Family Agricultural (AG)<br>Multifamily Medium-Density (MF2) | Urban Village<br>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:

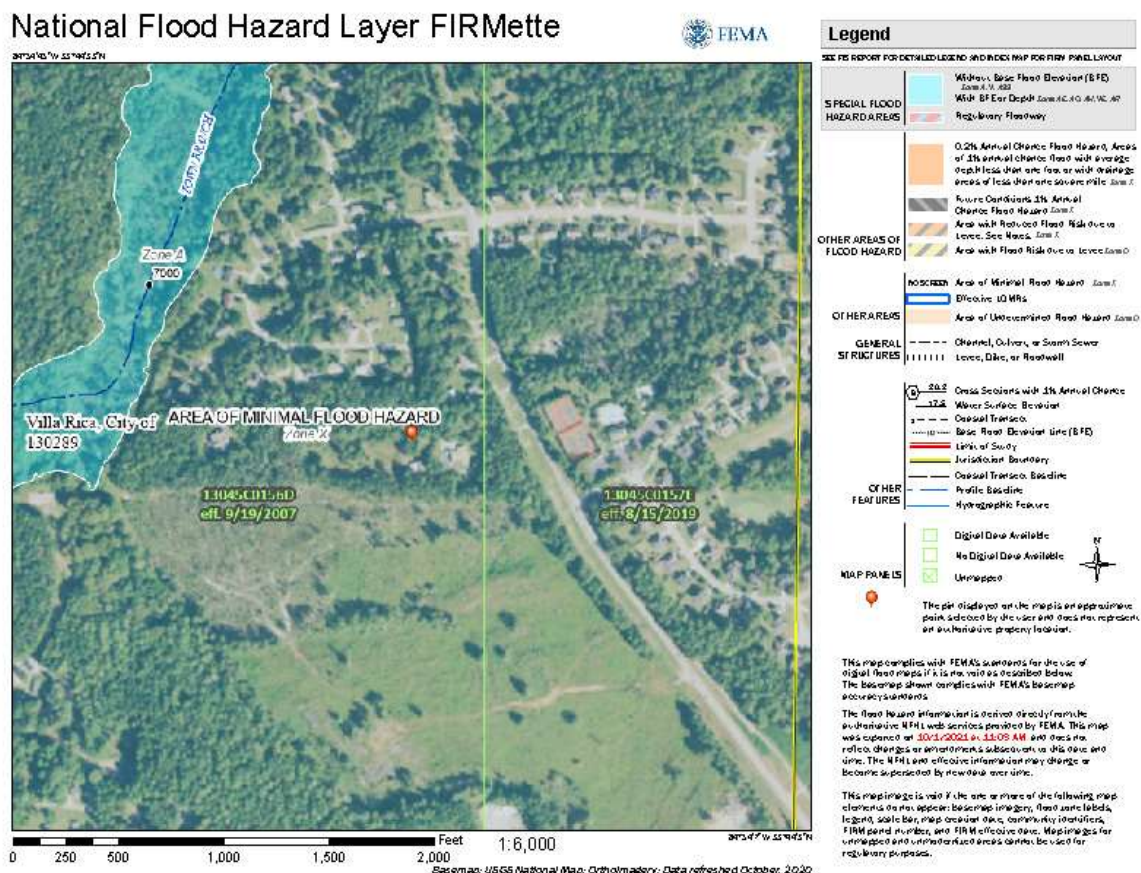


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D





#### **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 28<sup>th</sup>, 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 30<sup>th</sup>, 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

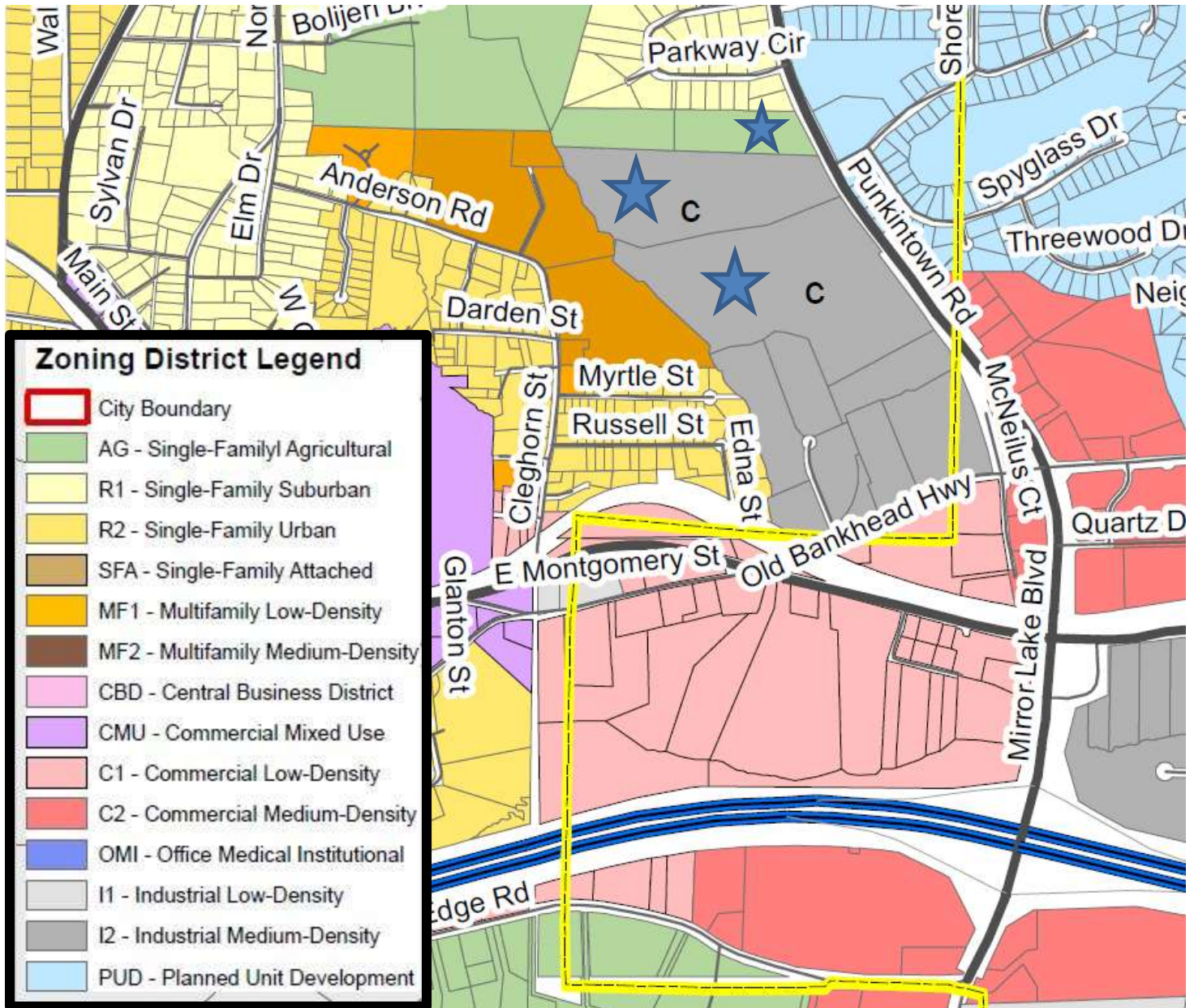
cc: Tom Barber, City Manager (via email)  
David Mecklin, Esq., City Attorney (via email)  
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)  
Chris Montesinos, AICP (via email)





**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







March 29<sup>th</sup>, 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 23<sup>rd</sup>, 2022;
2. Variance Application, undated and unsigned;
3. Authorization of Property owners, notarized and dated September 8<sup>th</sup>, 2021, signed by Delena C. Condon and Clay C. Condon;
4. Authorization of Property owners, notarized and dated September 7<sup>th</sup>, 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 7<sup>th</sup>, 2022 (4 Pages);
6. Purchase and Sale Agreements (redacted), unsigned and dated May 3<sup>rd</sup>, 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<br>Parcel B & C: Urban Village |
| East                                                   | Planned Unit Development<br>Commercial Medium-Density (C2)          | Suburban Neighborhood<br>Commercial Activity Area              |
| South                                                  | Industrial Medium Density (I2)                                      | Urban Village                                                  |
| West                                                   | Single-Family Agricultural (AG)<br>Multifamily Medium-Density (MF2) | Urban Village<br>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

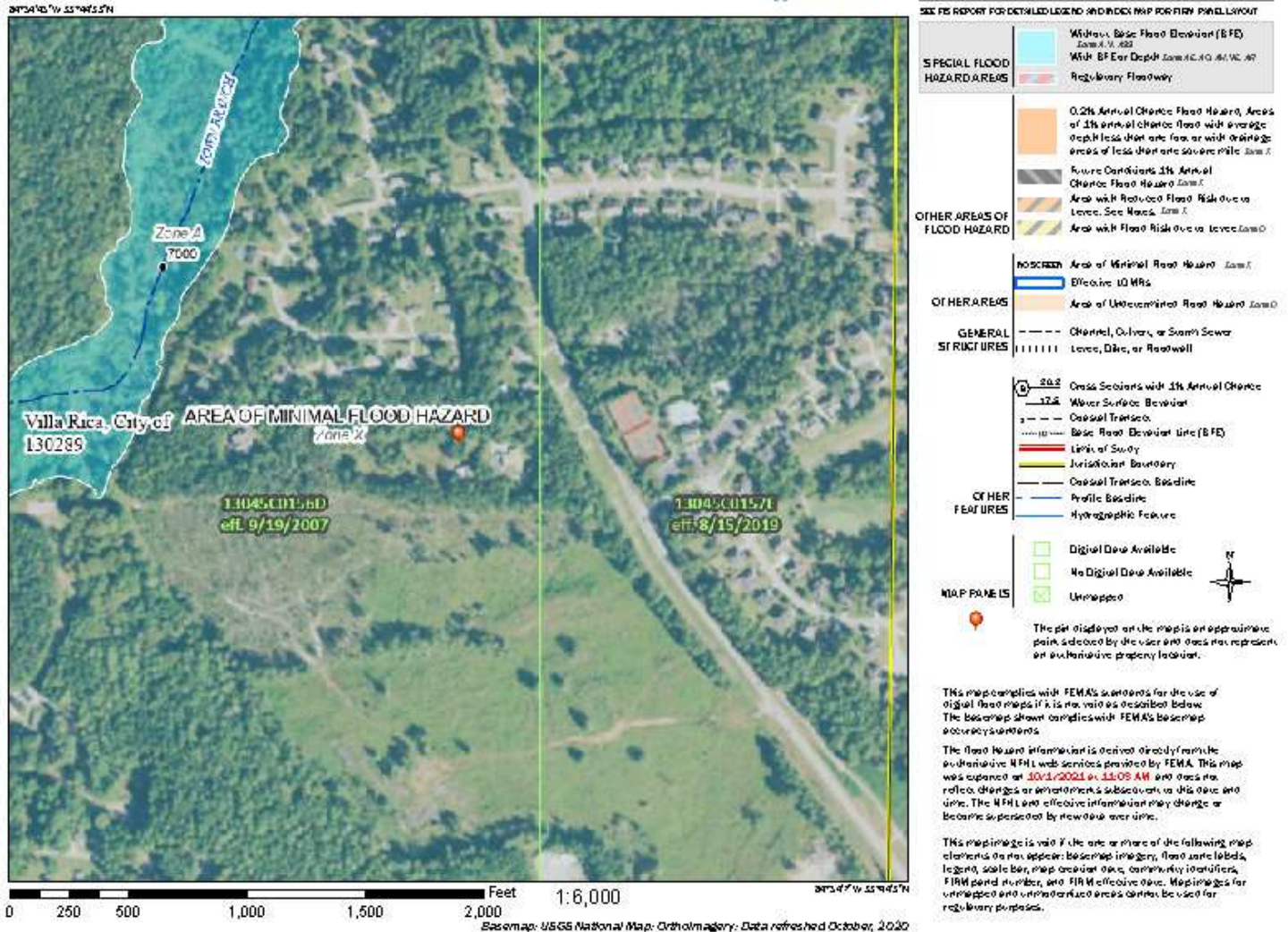


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D

### 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 28<sup>th</sup>, 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

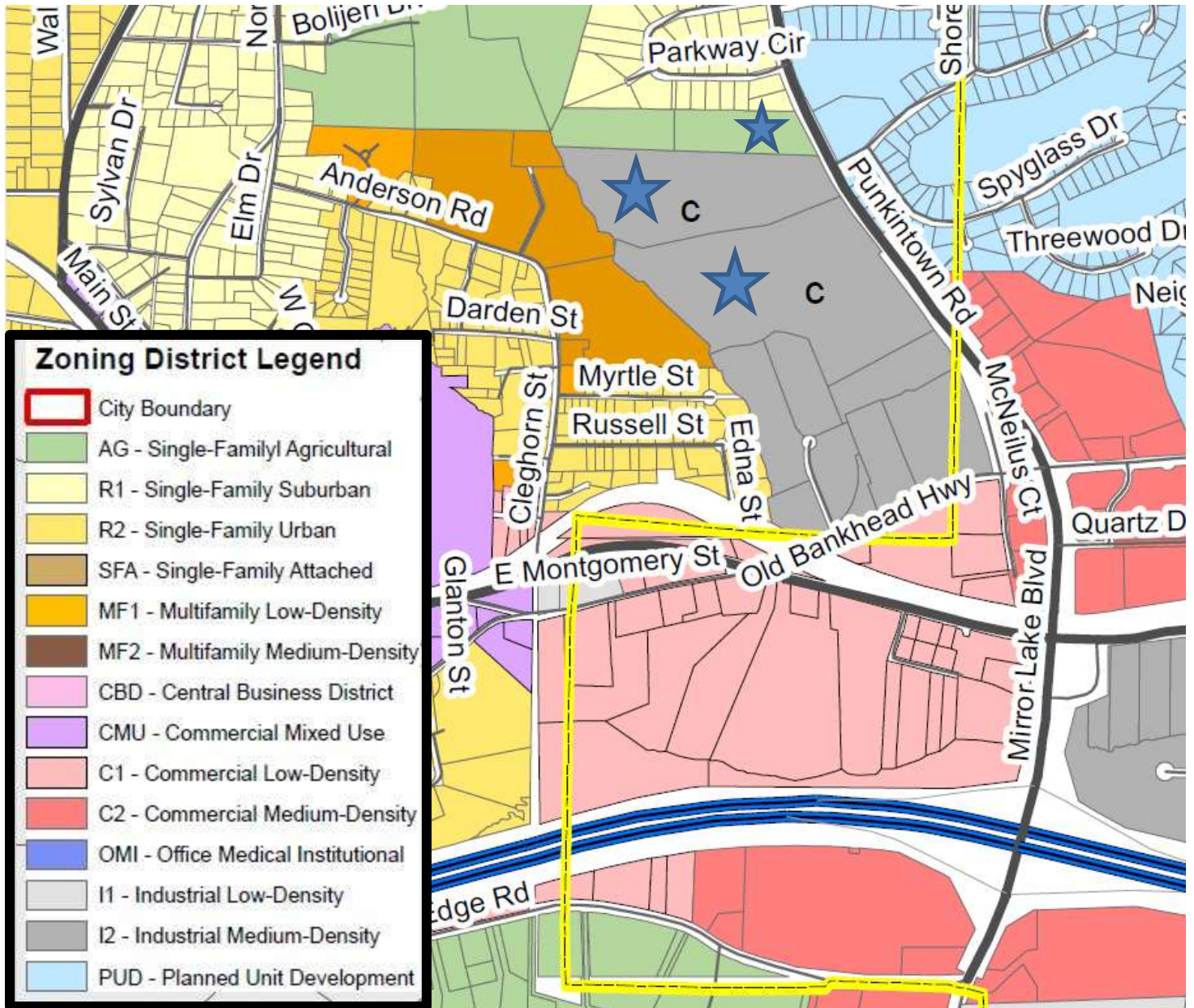
cc: Tom Barber, City Manager (via email)  
David Mecklin, Esq., City Attorney (via email)  
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)  
Chris Montesinos, AICP (via email)





**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-04-22 – Mirror Lake Boulevard at Shoreline Parkway- Commercial and Multifamily Variances

**CITY COUNCIL AGENDA DATE:** April 12<sup>th</sup>, 2022

**DATE:** March 31<sup>st</sup>, 2022

**PREPARED BY:** Ronald Johnson, Planning & Zoning Specialist

**PUBLIC HEARING REQUIRED:** Yes

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**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.



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## **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: \_\_\_\_\_

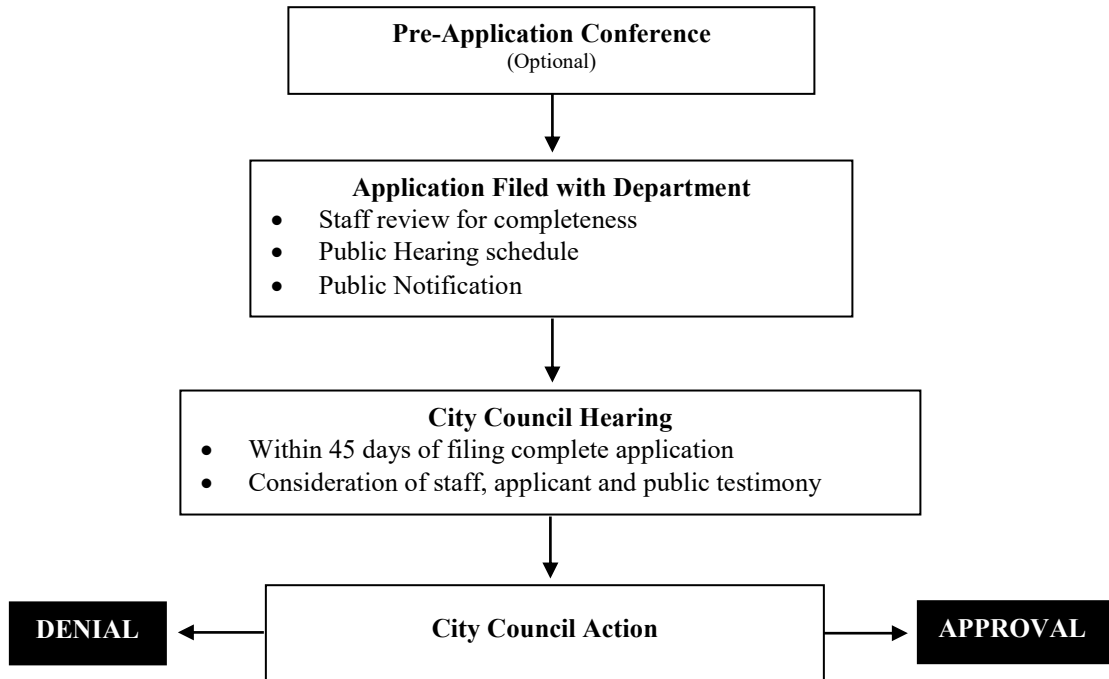
Action and Date: \_\_\_\_\_



CASE # \_\_\_\_\_  
VARIANCE/APPEAL

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## PROCESS





**Villa Rica**  
**CARROLL COUNTY, GEORGIA**

**Written Statement**  
**March 10, 2022**

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**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<br>Parking<br>Minimum<br>/1000SF) | Proposed<br>Parking<br>Maximum<br>/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**

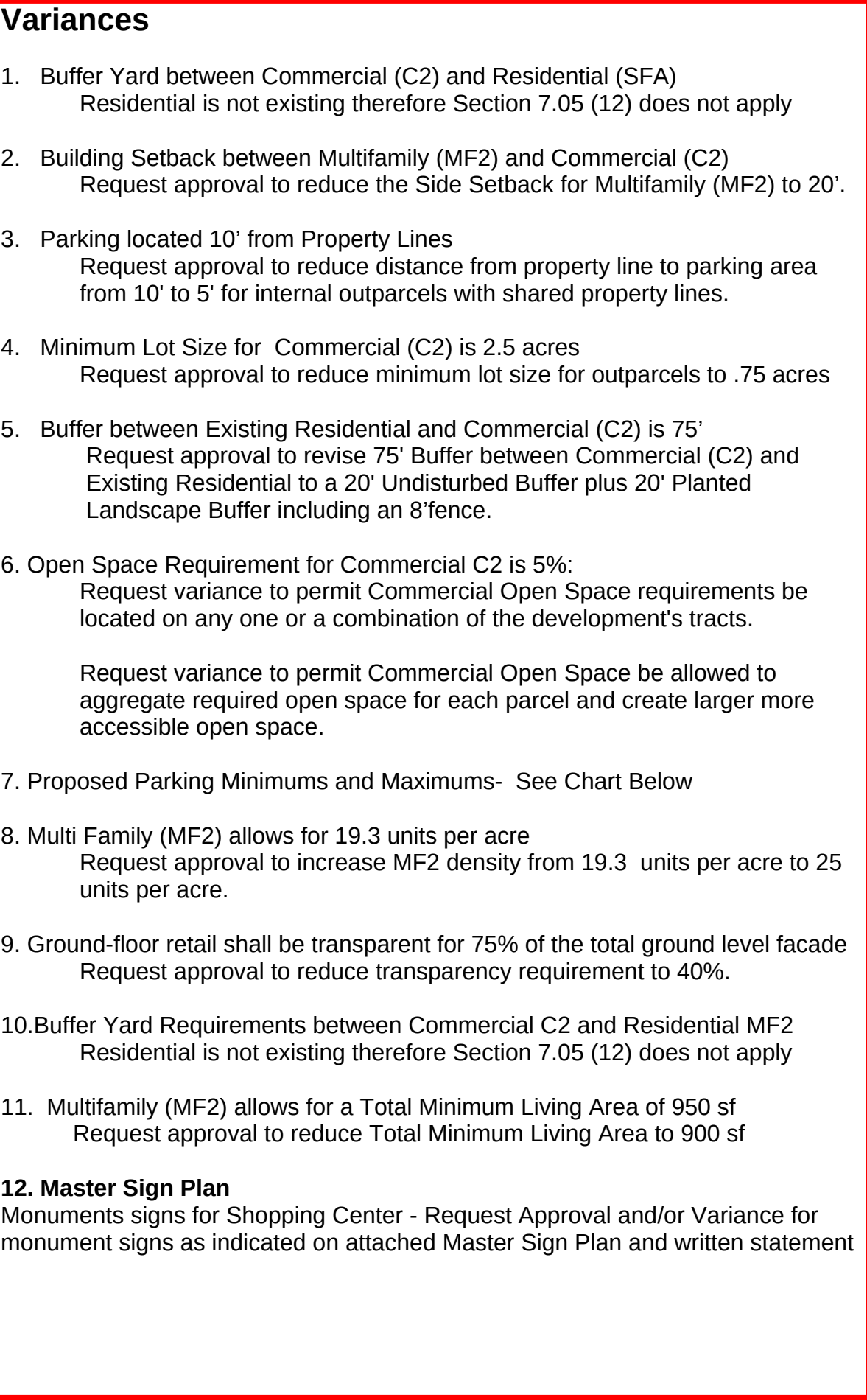
### Development Signs:

- 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.

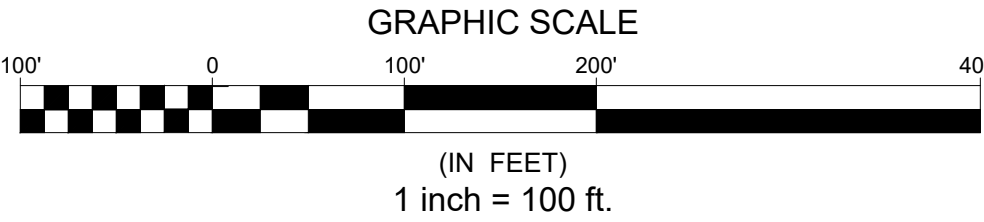




| Tract                                | Blgd Area (Acres) | Blgd Area (SF) | Blgd Use        | Proposed Parking Minimum (1/1000SF) | Proposed Parking Minimum (Total) | Proposed Parking Maximum (1/1000SF) | Proposed Parking Maximum (Total) | Parking Provided (1/1000SF) | Parking Provided (Total) | Loading 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 |
|--------------------------------------|-------------------|----------------|-----------------|-------------------------------------|----------------------------------|-------------------------------------|----------------------------------|-----------------------------|--------------------------|-------------------------|-------------------------|----------------------------------------------|-----------------------------|--------------------------------------------|----------------------------|----------------------------|----------------------------------------------|----------------------------------------------|
| <b>Primary Shopping Center Tract</b> |                   |                |                 |                                     |                                  |                                     |                                  |                             |                          |                         |                         |                                              |                             |                                            |                            |                            |                                              |                                              |
| 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%                                          |
| <b>A</b>                             | <b>9.60</b>       | <b>70,454</b>  |                 | <b>5</b>                            | <b>317</b>                       | <b>6</b>                            | <b>387</b>                       | <b>5.28</b>                 | <b>372</b>               | <b>3</b>                | <b>4</b>                |                                              |                             |                                            |                            |                            |                                              |                                              |
| <b>Outparcel Tract</b>               |                   |                |                 |                                     |                                  |                                     |                                  |                             |                          |                         |                         |                                              |                             |                                            |                            |                            |                                              |                                              |
| 1                                    | OP#1              | 0.97           | 2,960           | Restaurant                          | 7                                | 21                                  | 20                               | 59                          | 9.46                     | 28                      | 0                       | 0                                            | 80%                         | 66%                                        | 0.645                      | 0.05                       |                                              |                                              |
| 2                                    | OP#2              | 1.32           | 5,000           | Restaurant                          | 7                                | 35                                  | 20                               | 100                         | 12.20                    | 61                      | 1                       | 1                                            | 80%                         | 74%                                        | 0.983                      | 0.07                       |                                              |                                              |
| 3                                    | OP#3              | 1.71           | 5,130           | Restaurant                          | 7                                | 36                                  | 20                               | 103                         | 18.52                    | 95                      | 1                       | 1                                            | 80%                         | 66%                                        | 1.136                      | 0.09                       |                                              |                                              |
| 4                                    | OP#4              | 1.66           | 3,300           | Restaurant                          | 7                                | 23                                  | 20                               | 66                          | 7.88                     | 26                      | 0                       | 0                                            | 80%                         | 50%                                        | 0.834                      | 0.08                       |                                              |                                              |
| 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                       |                                              |                                              |
| 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                       |                                              |                                              |
|                                      |                   |                |                 |                                     |                                  |                                     |                                  |                             |                          |                         |                         |                                              |                             |                                            |                            |                            |                                              |                                              |
|                                      |                   |                |                 |                                     |                                  |                                     |                                  |                             |                          |                         |                         |                                              |                             |                                            |                            |                            |                                              |                                              |
| <b>TOTAL</b>                         |                   |                |                 |                                     |                                  |                                     |                                  |                             |                          |                         |                         |                                              |                             |                                            |                            |                            |                                              |                                              |
| <b>18.58</b>                         |                   | <b>98,878</b>  |                 | <b>33</b>                           | <b>458</b>                       | <b>106</b>                          | <b>739</b>                       | <b>6.18</b>                 | <b>611</b>               | <b>10</b>               | <b>7</b>                |                                              |                             |                                            | <b>0.93</b>                | <b>1.00</b>                |                                              |                                              |

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









# MASTER BUILDING SIGNAGE PLAN (C2 AND MF2 TRACTS)

## ANCHOR TENANT SIGNAGE PACKAGE SCHEDULE:

|                 |                                                                     |                 |                                                              |                 |                                                              |                 |                                                     |                 |                                                     |
|-----------------|---------------------------------------------------------------------|-----------------|--------------------------------------------------------------|-----------------|--------------------------------------------------------------|-----------------|-----------------------------------------------------|-----------------|-----------------------------------------------------|
| <b>SIGN A</b>   | 48" Grocer   14" Food & Pharmacy                                    | <b>SIGN C</b>   | 8" ENTRY                                                     | <b>SIGN E</b>   | Address Number                                               | <b>SIGN G</b>   | 8" EXIT ONLY                                        | <b>SIGN I</b>   | 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<br>Bottom of Sign To Grade =        | To Grade:       | Top of Sign To Grade = As Shown<br>Bottom of Sign To Grade = | To Grade:       | Top of Sign To Grade = As Shown<br>Bottom of Sign To Grade = | To Grade:       | Top of Sign To Grade =<br>Bottom of Sign To Grade = | To Grade:       | Top of Sign To Grade =<br>Bottom of Sign To Grade = |
| <b>SIGN B</b>   | Bank                                                                | <b>SIGN D</b>   | 8" EXIT                                                      | <b>SIGN F</b>   | 16" PHARMACY DRIVE THRU                                      | <b>SIGN H</b>   | 6" ENTER ONLY..                                     | <b>SIGN J</b>   | 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"<br>Bottom of Sign To Grade = 6'-9" | To Grade:       | Top of Sign To Grade = As Shown<br>Bottom of Sign To Grade = | To Grade:       | Top of Sign To Grade =<br>Bottom of Sign To Grade =          | To Grade:       | Top of Sign To Grade =<br>Bottom of Sign To Grade = |                 |                                                     |

EAST GROCER & RETAIL ELEVATION



EAST GROCER ELEVATION



EAST RETAIL ELEVATION

|  |                                        |  |                                             |  |                                    |  |                                       |  |                                                                  |  |                                                    |  |                                          |  |                                                                              |  |                                             |
|--|----------------------------------------|--|---------------------------------------------|--|------------------------------------|--|---------------------------------------|--|------------------------------------------------------------------|--|----------------------------------------------------|--|------------------------------------------|--|------------------------------------------------------------------------------|--|---------------------------------------------|
|  | <b>PAINT</b><br>SW 7551<br>GREEK VILLA |  | <b>PAINT</b><br>SW 7638<br>GRECIAN<br>IVORY |  | <b>PAINT</b><br>SW 7542<br>NATUREL |  | <b>PAINT</b><br>SW 7543<br>AVENUE TAN |  | <b>BLOCK</b><br>PAINTED SPLITFACE<br>CMU - SW 7543<br>AVENUE TAN |  | <b>BRICK</b><br>ACME BRICK<br>WINDSOR PARK<br>RUFF |  | <b>METAL ROOF</b><br>PAC CLAD<br>GRANITE |  | <b>METAL</b><br>SW 7069<br>IRON ORE<br>RAILING /<br>DECORATIVE<br>ALUM. TUBE |  | <b>METAL</b><br>PAC CLAD<br>BURNISHED SLATE |
|--|----------------------------------------|--|---------------------------------------------|--|------------------------------------|--|---------------------------------------|--|------------------------------------------------------------------|--|----------------------------------------------------|--|------------------------------------------|--|------------------------------------------------------------------------------|--|---------------------------------------------|

VILLA RICA GROCER  
DESIGN DEVELOPMENT

VILLA RICA, GA

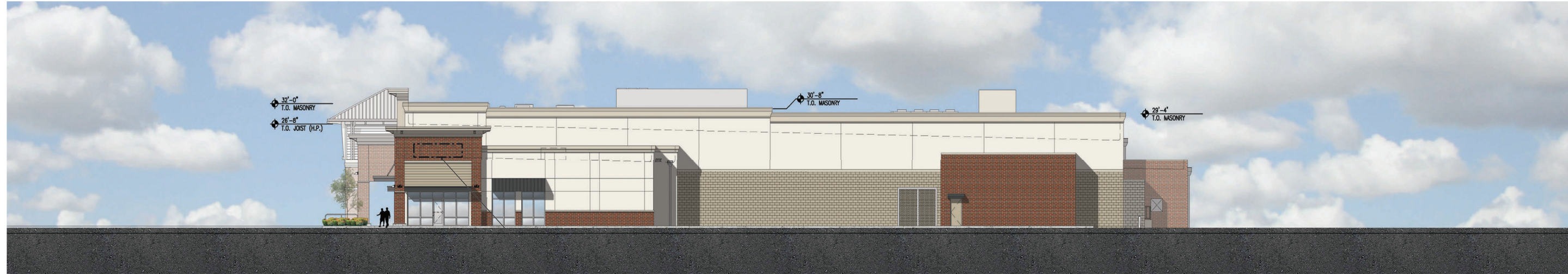
03.01.2022



# MASTER BUILDING SIGNAGE PLAN (C2 AND MF2 TRACTS)



**SOUTH** GROCER ELEVATION



**NORTH** GROCER & RETAIL ELEVATION

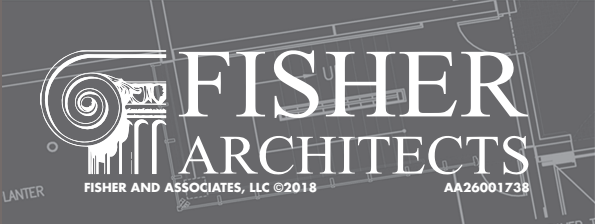


**WEST** GROCER & RETAIL ELEVATION

|  |                                        |  |                                             |  |                                    |  |                                       |  |                                                                  |  |                                                    |  |                                          |  |                                                                              |  |                                             |
|--|----------------------------------------|--|---------------------------------------------|--|------------------------------------|--|---------------------------------------|--|------------------------------------------------------------------|--|----------------------------------------------------|--|------------------------------------------|--|------------------------------------------------------------------------------|--|---------------------------------------------|
|  | <b>PAINT</b><br>SW 7551<br>GREEK VILLA |  | <b>PAINT</b><br>SW 7638<br>GRECIAN<br>IVORY |  | <b>PAINT</b><br>SW 7542<br>NATUREL |  | <b>PAINT</b><br>SW 7543<br>AVENUE TAN |  | <b>BLOCK</b><br>PAINTED SPLITFACE<br>CMU - SW 7543<br>AVENUE TAN |  | <b>BRICK</b><br>ACME BRICK<br>WINDSOR PARK<br>RUFF |  | <b>METAL ROOF</b><br>PAC CLAD<br>GRANITE |  | <b>METAL</b><br>SW 7069<br>IRON ORE<br>RAILING /<br>DECORATIVE<br>ALUM. TUBE |  | <b>METAL</b><br>PAC CLAD<br>BURNISHED SLATE |
|--|----------------------------------------|--|---------------------------------------------|--|------------------------------------|--|---------------------------------------|--|------------------------------------------------------------------|--|----------------------------------------------------|--|------------------------------------------|--|------------------------------------------------------------------------------|--|---------------------------------------------|

**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

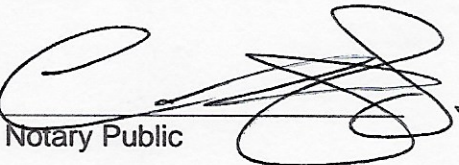
Personally appeared before me

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 (5<sup>th</sup>) 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 2006 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 30<sup>th</sup> 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](mailto: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:**

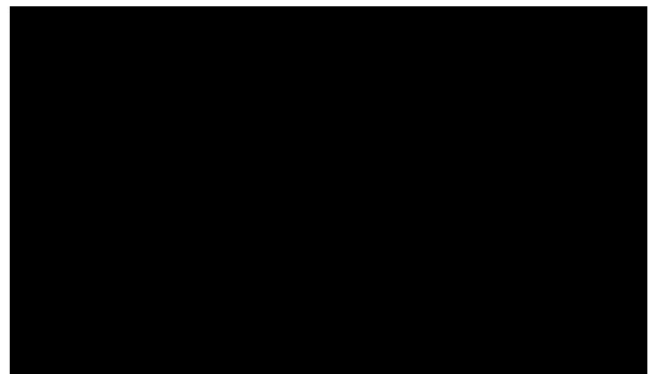
FUQUA ACQUISITIONS II, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Jeffrey S. Fuqua, Manager

Date: May 3, 2021

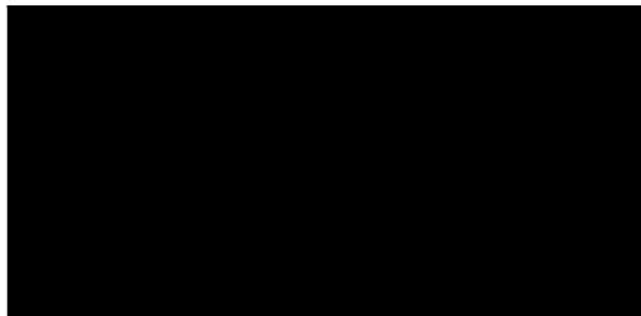
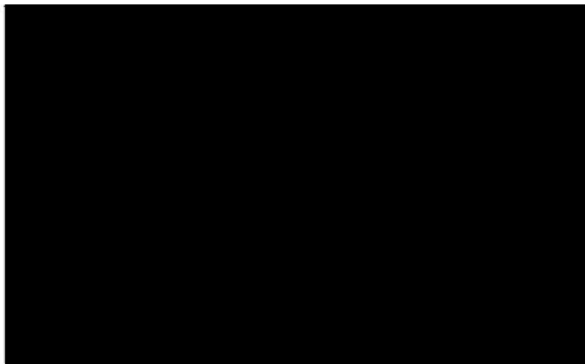
[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

**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 2006 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.

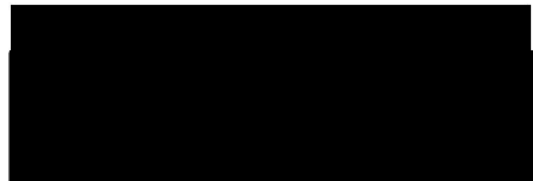
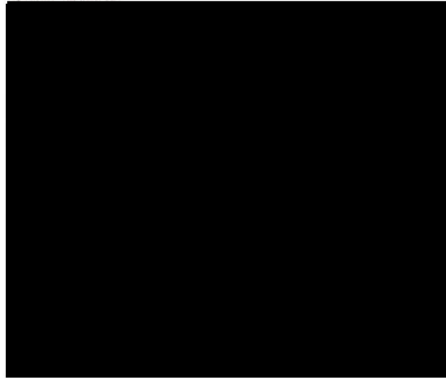
**PURCHASER:**

FUQUA ACQUISITIONS II, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Jeffrey S. Fuqua, Manager

Date: May 3, 2021

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

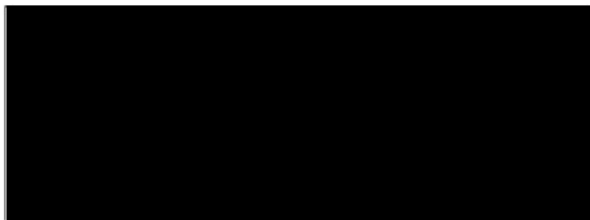


May 3, 2021  
Date

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]



SELLER:



5-3-2021

Date

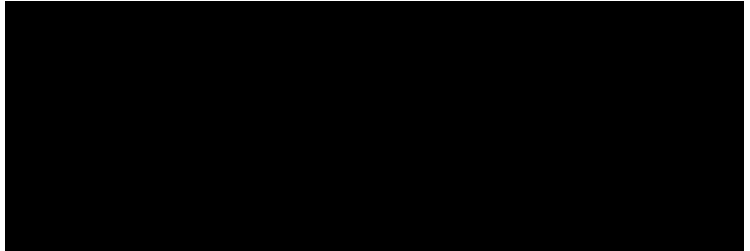


\_\_\_\_\_  
Date

[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)

| <b>Condon Parcel</b>                          |                        | <b>V05 0180075</b> |              |
|-----------------------------------------------|------------------------|--------------------|--------------|
| <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           |

| <b>Schoerner Parcel</b>   |                            | <b>V05 0180062</b> |              |
|---------------------------|----------------------------|--------------------|--------------|
| <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           |

| <b>Schoerner Parcel</b>                  |                            | <b>V05 0180085</b> |              |
|------------------------------------------|----------------------------|--------------------|--------------|
| <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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# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** VA-05-22 – 14911 Veterans Memorial Highway

**CITY COUNCIL AGENDA DATE:** April 12<sup>th</sup>, 2022

**DATE:** March 31<sup>st</sup>, 2022

**PREPARED BY:** Ronald Johnson, Planning and Zoning Specialist

**PUBLIC HEARING REQUIRED:** Yes

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**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: \_\_\_\_\_

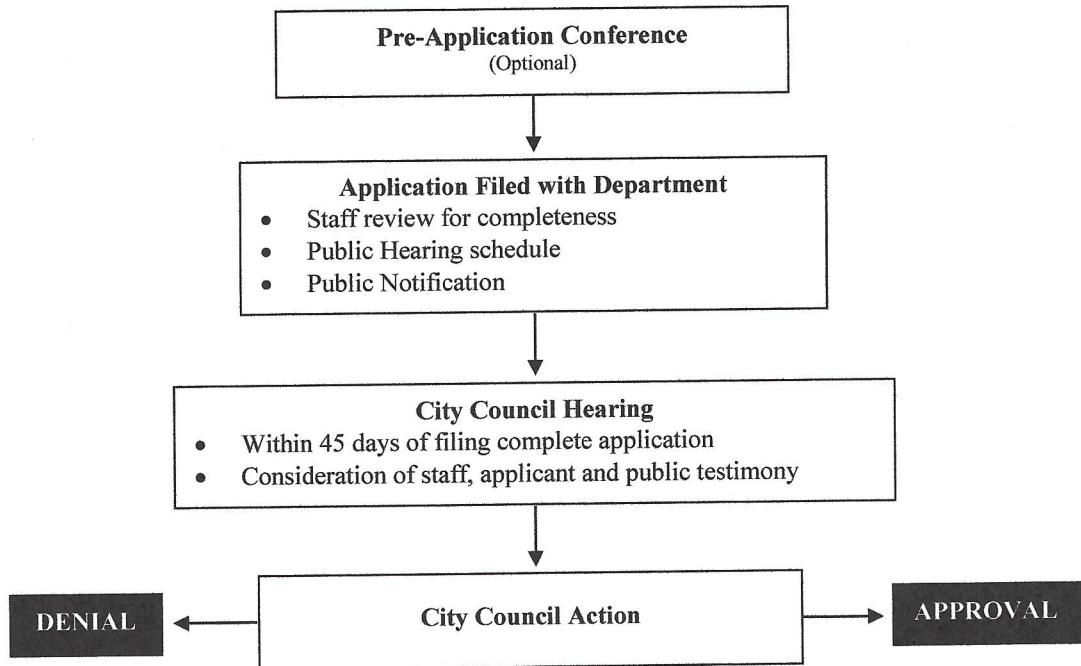
Action and Date: \_\_\_\_\_





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](mailto:desk@southeastcivilgroup.com)

Office Number: 678-909-6996



The Southeast Civil Group  
8665 Baldwin Parkway Douglasville, GA 30134  
678-909-6996  
[desk@southeastcivilgroup.com](mailto:desk@southeastcivilgroup.com)  
[www.southeastcivilgroup.com](http://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.

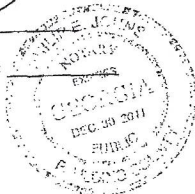
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.  
Signed, sealed and delivered  
in the presence of:

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, 1986, 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.



BK 2954 PG0999

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

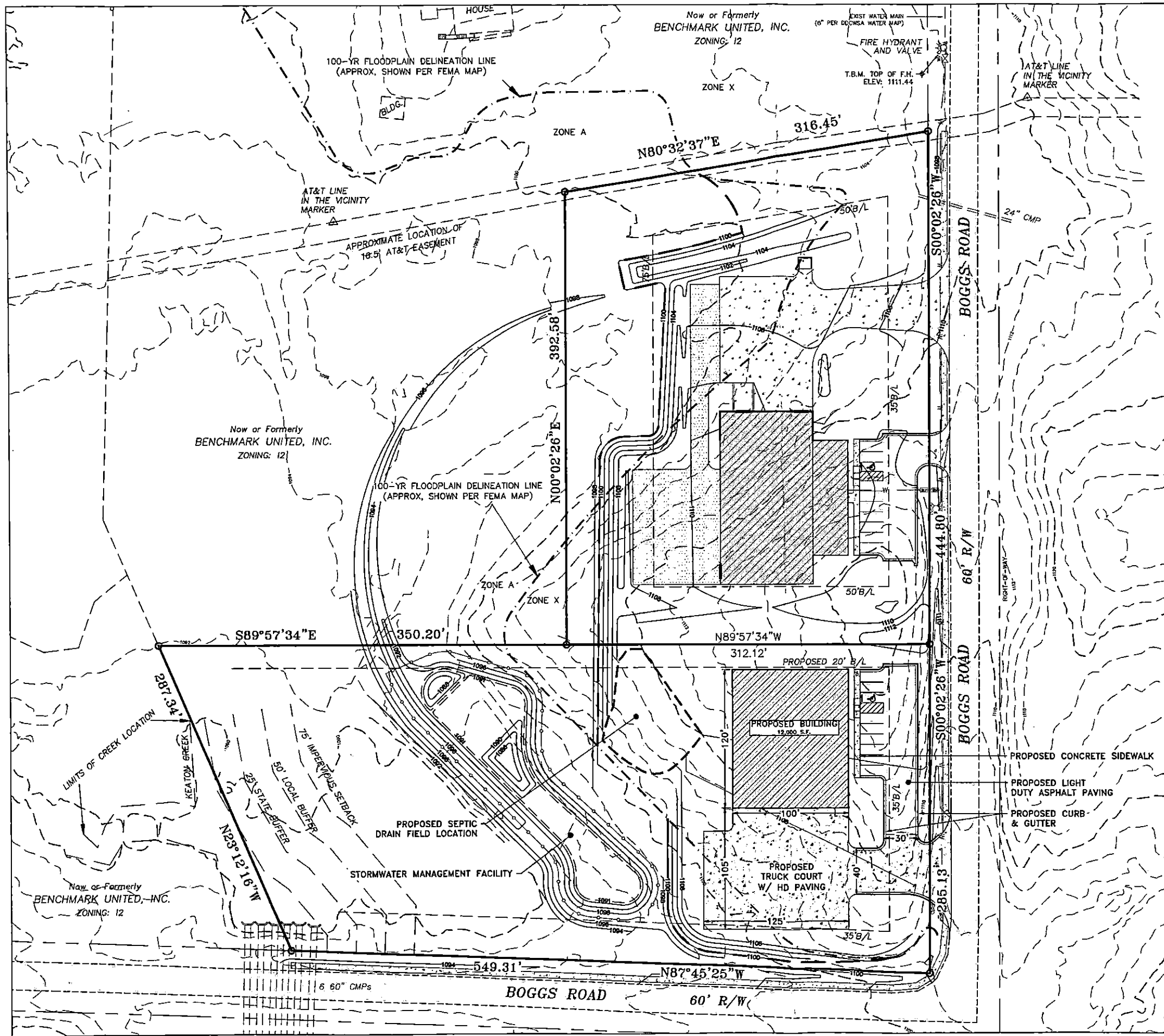
BK 2954 PG 1001

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:

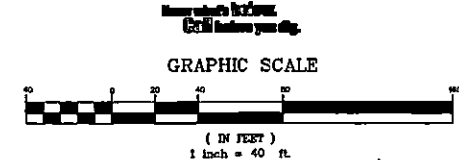
Beginning at a point at the intersection of Land Lots 142, 143, 146 and 147, said point being the TRUE POINT OF BEGINNING, proceed thence along the common land lot line of Land Lots 143 and 146 North 88 degrees 03 minutes 24 seconds West a distance of 375.30 feet to a point which is the center line of 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   | OVERSIGHT DOWNSPOUT   |
| 1004 CATCH BASIN   | WATER VALVE           |
| 1004A DRAINAGE BOX | GAS VALVE             |
| 1004B DRAINAGE BOX | MANHOLES              |
| 1004C DRAINAGE BOX | UNDERGROUND PAVEMENT  |
| 1004D DRAINAGE BOX | UNDERGROUND POWER     |
| 1004E DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004F DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004G DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004H DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004I DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004J DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004K DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004L DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004M DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004N DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004O DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004P DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004Q DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004R DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004S DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004T DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004U DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004V DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004W DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004X DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004Y DRAINAGE BOX | UNDERGROUND TELEPHONE |
| 1004Z DRAINAGE BOX | 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 LANE, SUITE 101  
DOUGLASVILLE, GA 30135  
770-949-3006



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Special Event Permit – West Georgia Tennis Club  
**AGENDA DATE:** April 12, 2022

**DATE PREPARED:** March 31, 2022 – Amended 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

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**PURPOSE:** Request to allow Hixtown Brewing LLC of Villa Rica, GA to provide beer sales at their; King of the Clay Mixed Doubles Tournament on May 14<sup>th</sup> thru 15<sup>th</sup>, 2022. The tournament will extend from 12:00 pm until 3:00 pm on both days.

**BACKGROUND:** Both West Georgia Tennis Club and Hixtown Brewing LLC are city approved establishments, who are current on their occupational tax requirements. Hixtown Brewing LLC also hold a current alcohol license permit as a Nano Brewery. Hixtown will be supplying all alcohol and employees for serving and set-up.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** NA

**MOTION:** I move to approve the request for issuance of a temporary alcohol license for the specified event, date and time to Hixtown Brewery LLC.



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Adoption of Ordinance Regulating Issuance of Licenses for Sale of Distilled Spirits by the Package

**AGENDA DATE:** February 8, 2022

**DATE PREPARED:** January 27, 2022

**PREPARED BY:** David Mecklin, City Attorney

**FUNDING SOURCE:** N/A

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**PURPOSE:** To establish an Ordinance to regulate the issuance of licenses for the sale of distilled spirits by the package in the City of Villa Rica subsequent to the approval of same by the voters of Villa Rica in a referendum.

**STAFF RECOMMENDATION:** Staff recommends approval of the Ordinance.

**IMPACT:** The passage of the Ordinance will establish the rules and regulations by where licenses may be issued for the sale of distilled spirits by the package in the City.

**MOTION:** I move to adopt the Ordinance to authorize the issuance of licenses for the sale of distilled spirits by the package in the City of Villa Rica as attached hereto.



## Chapter 4 ALCOHOLIC BEVERAGES<sup>1</sup>

### 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.

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<sup>1</sup>Editor'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.

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*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.

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*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.

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- (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.

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- (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.



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- (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

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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)

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#### **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)

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**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)



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#### **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)

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#### **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)

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**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

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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.

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(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.



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**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

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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***

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**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)

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**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 PREMISES<sup>2</sup>*****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)

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<sup>2</sup>State law reference(s)—Breaking of packages or drinking of contents on premises prohibited, O.C.G.A. § 3-3-26.

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#### **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:

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"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



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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.

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*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.

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(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)

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**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)

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**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 5<sup>th</sup> 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 6<sup>th</sup> license may be issued with the City's population reaches 30,000 and a 7<sup>th</sup> 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.

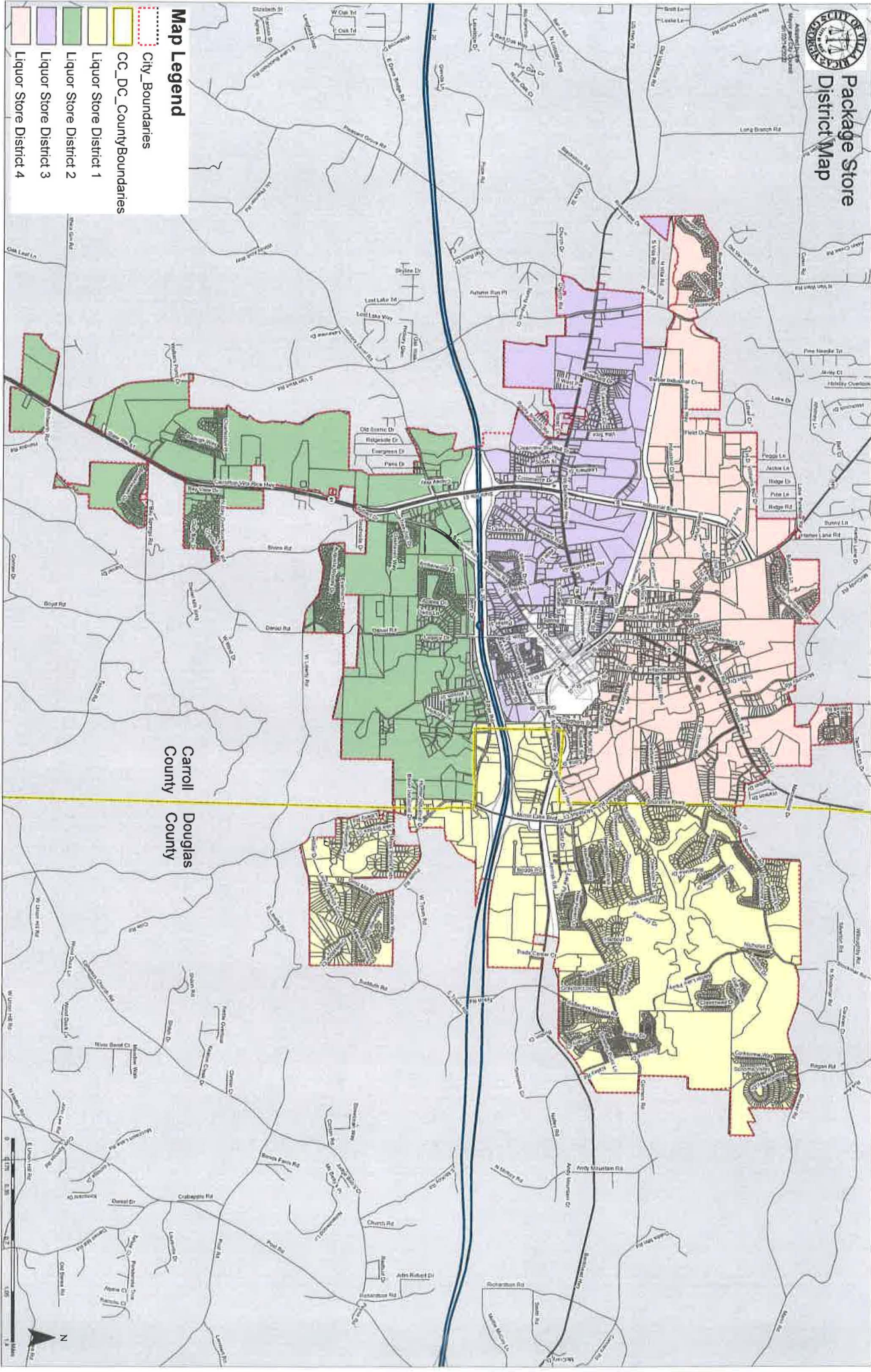
Lotteries for the issuance of licenses in the individual districts shall be held on a staggered basis.

- (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:** 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

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**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





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.



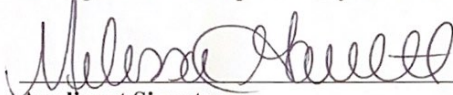


Case # \_\_\_\_\_

**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 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:** \$89,162 (5 months of pay increase) + \$107,030 (retention bonus)  
**GL ACCOUNT #:** Various Personnel Line Items  
**FUNDING SOURCE:** Police Dark Time + Increase in Revenue, both in General Fund  
**BUDGETED ITEM?** No

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**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 chief.

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 chief; 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:** 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:**

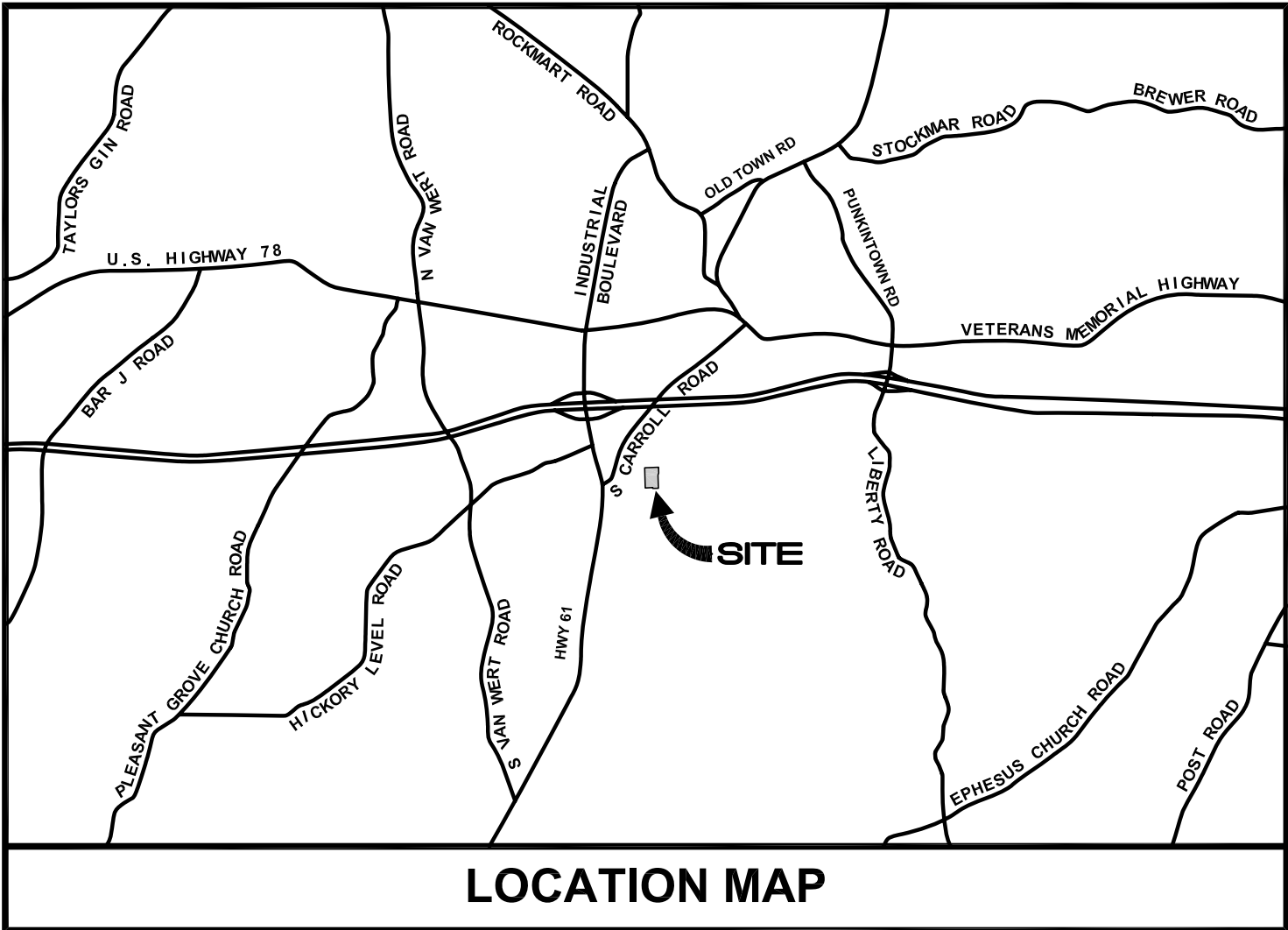
**MOTION:** I move to approve the Final Plat for Twin Oaks Unit IIB.

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.

04/13/21  
DATE

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

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.

05/28/21  
DATE  
Aaron M. McCullough (Ga. R.L.S. #2990)

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
- 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 \_\_\_\_.

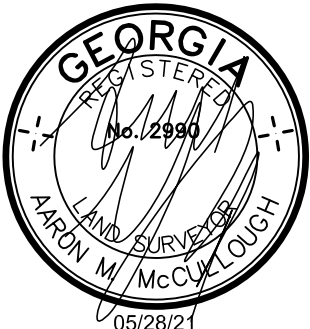
THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN A SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 3/15/2004, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED IN DEED BOOK 2632, PAGE 93.

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.

FINAL PLAT FOR:  
TWIN OAKS  
UNIT 2B  
LOCATED IN LAND LOT 130  
6th DISTRICT  
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA





# 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

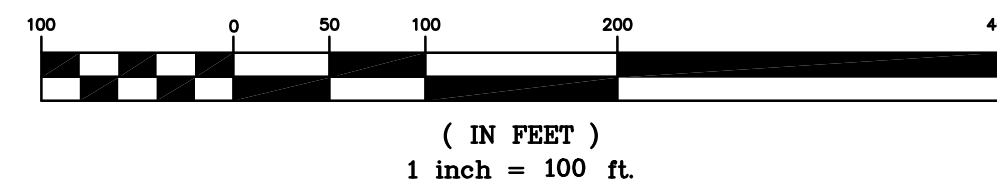
## LEGEND

- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
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- ⊗ 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'  | S55°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°31'8"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' | S26°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         | 19.05'  | 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**  
**FINANCIAL UPDATE**  
**February 2022**

|                          |    |                   |                   |                              |  |                     |                   |
|--------------------------|----|-------------------|-------------------|------------------------------|--|---------------------|-------------------|
| <b>CASH</b>              |    |                   |                   | <b>SELF-FUNDED INSURANCE</b> |  |                     |                   |
|                          |    | <b>02-28-2021</b> | <b>02-28-2022</b> |                              |  | <b>BANK BALANCE</b> | <b>\$ 943,708</b> |
| Total Cash & CD          | \$ | 22,479,501        | \$ 31,036,761     |                              |  |                     |                   |
| General Fund             | \$ | 11,124,369        | \$ 11,767,716     |                              |  |                     |                   |
| Water/Sewer Fund         | \$ | 5,436,527         | \$ 5,133,970      |                              |  |                     |                   |
| Sanitation/Solid Waste   | \$ | 75,336            | \$ 169,216        |                              |  |                     |                   |
| American Rescue Plan Act | \$ | -                 | \$ 2,998,321      |                              |  |                     |                   |
| 2015 Carroll SPLOST      | \$ | 2,226,394         | \$ 1,325,055      |                              |  |                     |                   |
| 2016 Douglas SPLOST      | \$ | 2,085,965         | \$ 2,536,152      |                              |  |                     |                   |
| 2021 Carroll SPLOST      | \$ | -                 | \$ 5,210,873      |                              |  |                     |                   |

|                                      |    |               |                      |               |                      |                      |  |
|--------------------------------------|----|---------------|----------------------|---------------|----------------------|----------------------|--|
| <b>PROPERTY TAXES - YEAR TO DATE</b> |    |               |                      | <b>GROWTH</b> |                      |                      |  |
|                                      |    | <b>Budget</b> | <b>February 2022</b> |               | <b>February 2021</b> | <b>February 2022</b> |  |
| Real & Personal - Carroll            | \$ | 2,678,423     | \$ 2,611,527         | 98%           | <b># YTD Amount</b>  | <b># YTD Amount</b>  |  |
| Real & Personal - Douglas            | \$ | 1,688,816     | \$ 1,678,327         | 99%           |                      |                      |  |
|                                      | \$ | 4,367,239     | \$ 4,289,854         | 98%           |                      |                      |  |

|                                         |    |                      |                      |                         |                      |                      |  |
|-----------------------------------------|----|----------------------|----------------------|-------------------------|----------------------|----------------------|--|
| <b>BUSINESS ACTIVITY - YEAR TO DATE</b> |    |                      |                      | <b>OTHER HIGHLIGHTS</b> |                      |                      |  |
| <b>WATER/SEWER</b>                      |    | <b>February 2021</b> | <b>February 2022</b> |                         | <b>February 2021</b> | <b>February 2022</b> |  |
| Water Revenue                           | \$ | 1,414,713            | \$ 1,435,645         |                         | <b>One Month</b>     | <b>One Month</b>     |  |
| Sewer Revenue                           |    | 1,825,524            | 1,866,743            |                         |                      |                      |  |
| Water & Sewer Taps                      |    | 366,500              | 575,150              |                         |                      |                      |  |
| Misc. Revenue                           |    | 223,666              | 92,389               |                         |                      |                      |  |
| Total Revenue                           | \$ | 3,830,402            | \$ 3,969,927         |                         |                      |                      |  |
| Utility Administrator                   | \$ | 123,407              | \$ 176,459           |                         |                      |                      |  |
| Sewer Expenses                          |    | 537,830              | 803,105              |                         |                      |                      |  |
| Water Expenses                          |    | 457,779              | 470,326              |                         |                      |                      |  |
| Dist./Coll. Expenses                    |    | 344,294              | 360,063              |                         |                      |                      |  |
| Interest/Fiscal Agent Expense           |    | 2,000                | 2,019                |                         |                      |                      |  |
| Depreciation                            |    | 677,933              | 692,500              |                         |                      |                      |  |
| Transfers Out - Debt Service            |    | 1,565,669            | 1,577,569            |                         |                      |                      |  |
| Transfers Out - General Fund            |    | 493,810              | 545,724              |                         |                      |                      |  |
| Total Expenses                          | \$ | 4,202,722            | \$ 4,627,765         |                         |                      |                      |  |
| <b>Net Income (Loss)</b>                | \$ | (372,320)            | \$ (657,838)         |                         |                      |                      |  |

|                                |    |                      |                      |                          |                      |                      |  |
|--------------------------------|----|----------------------|----------------------|--------------------------|----------------------|----------------------|--|
| <b>SANITATION/ SOLID WASTE</b> |    |                      |                      | <b>Net Income (Loss)</b> |                      |                      |  |
|                                |    | <b>February 2021</b> | <b>February 2022</b> |                          | <b>February 2021</b> | <b>February 2022</b> |  |
| Sanitation Revenue             | \$ | 385,722              | \$ 429,466           |                          |                      |                      |  |
| Solid Waste Revenue            |    | 182,107              | 184,533              |                          |                      |                      |  |
| Transfers In/Misc.             |    | 1,867                | 3,514                |                          |                      |                      |  |
| Total Revenue                  | \$ | 569,696              | \$ 617,513           |                          |                      |                      |  |
| Sanitation Expenses            | \$ | 284,076              | \$ 292,448           |                          |                      |                      |  |
| Solid Waste Expenses           |    | 139,300              | 158,647              |                          |                      |                      |  |
| Depreciation                   |    | 24,908               | 27,083               |                          |                      |                      |  |
| Transfers Out - General Fund   |    | 42,020               | 25,025               |                          |                      |                      |  |
| Total Expenses                 | \$ | 490,304              | \$ 503,204           |                          |                      |                      |  |
| <b>Net Income (Loss)</b>       | \$ | 79,393               | \$ 114,309           |                          |                      |                      |  |

\*GFL's invoice is paid one mth after services rendered.