

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 WORK SESSION AGENDA

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

May 10, 2022 | 10:00 AM

Review of the Agenda (Mayor Gil McDougal)

A. Ceremonial Presentation

1. Proclamation - July is Parks & Recreation Month

B. Governing Body (Mayor Gil McDougal)

1. Villa Rica Mission Alliance Presentation (Amy Adams, LifeGate Church) & Homelessness Discussion
2. Certificate of Achievement for Excellence in Financial Reporting for FY20
3. Election of GMA's District 4 Officers

C. Community Development (Tracy Jarvis, Director)

1. ALP 2-2022 - Application for Uncorked on Main LLC to offer Retail Sales of Packaged Beer and Wine on the Premises of 129 Main Street, Villa Rica, GA and Public Hearing (Nyree Simpson, Licensing Specialist)
2. Introduction of Section 8.27 - Supplementary Regulations for Liquor Stores, Package Stores and Liquor Outlets and Amendment of Section 13.01 (Definitions) and Public Hearing (Ron Johnson, Planning and Zoning Specialist)
3. Amendment to Section 9.03 - Multifamily and Single-Family Attached Design Standards and Public Hearing (Ron Johnson Planning & Zoning Specialist)
4. New Ordinance to Establish Regulations for 5G Wireless Antennas and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
5. VA-06-22 - Take 5 Oil Change Sign Variance and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
6. VA-07-22 - Variance Request From Table 7.6/Section 7.03(2)(vii) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
7. Police Department and Courthouse Generator Project (Nic Griffin, Building and Project Manager)

D. Economic Development (Janet Chumley, Manager)

1. 2022 Main Street Advisory Board Appointment
2. 2022 Alcohol License Agreements with Uncorked on Main – 2022 summer concert series at The MILL Amphitheater (This item is dependent on C1 which requires Public Hearing)

3. Georgia Conservancy Contract with Villa Rica

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

1. Mobile Covered Stage for July 3rd Fireworks Show Event
2. Sound & Lighting for July 3rd Fireworks Event
3. July 3rd Concert - Glow Band and A1A Band

F. Utilities (Pete Zorbanos, Director)

1. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Eric Broz, Wastewater Manager)
2. Request for Engineering Services Identified as Addendum #22 to Water Treatment Plant Improvements Proposal Dated March 19, 2018 by Carter & Sloope Engineers for Bathymetric Survey of Lake Paradise, and Yield Study for Lake Cowan, Lake Paradise, and Lake Fashion

G. Finance (Jennifer Hallman, Finance Director)

1. Excess (Supplemental) Cyber Liability Insurance
2. FY2022 Budget Amendments - #187 - 292
3. Approval of a New Five-Year Agreement with GFL Environmental, Inc.
4. Approval of the Updated Customer Sanitation Rates Due to the New GFL contract
5. Financial Update - March 2022

H. City Manager (Tom Barber)

1. Resolution of Support - Rural Downtown Redevelopment Grant Program Application and 20% Match Commitment (Chris Montesinos, Director of Special Projects)
2. Ratification of Agreement for Twin Oaks II Punch List Work through RDJE, Inc.
3. Renew the Lease of the Old Library to Southeatrans for Six Months

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

Adjournment (Mayor Gil McDougal)

PROCLAMATION

WHEREAS: Parks and recreation programs are an integral part of communities throughout this country, including the City of *Villa Rica*.

WHEREAS: Our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region.

WHEREAS: Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens.

WHEREAS: Parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction.

WHEREAS: Parks and recreation areas are fundamental to the environmental well-being of our community.

WHEREAS: Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife.

WHEREAS: Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

WHEREAS: The U.S. House of Representatives has designated July as Parks and Recreation Month.

WHEREAS: The City of *Villa Rica* recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, be it resolved that July 2022 be designated as Park and Recreation Month in the City of Villa Rica.

Mayor Gil McDougal

Ward 3 Leslie McPherson

Ward 1 Shirley Marchman

Ward 4 Anna McCoy

Ward 2 Matthew Momtahan

Ward 5 Danny Carter

**VISION:**

VRMA exists to help the homeless

MISSION:

VRMA is a collective of churches and organizations that helps empower others to raise themselves out of the darkness of poverty

VALUES:

1. We treat every person as a value to our community.
 - Every person is valuable to God, therefore, they are valuable to us.
2. We empower, not enable.
 - We provide assistance that helps others find their own God-given worth.
3. We honor God in the way we help.
 - We point others to the full life found in Christ.

HOW WE BENEFIT OUR COMMUNITY:

1. Food & Resource Pantry
 - Items available will be tailored specifically to the homeless population
2. We provide a compassionate redirect for local business owners
 - All local businesses will be provided with business cards for VRMA that can be distributed to individuals soliciting donations and/or rides at their location. Business owners can redirect individuals to the VRMA.
3. A phased approach to a solution
 - Phase One: Pantry/ Community Benevolence/ Prayer/ Partner Resources (mental health, clothing)
 - Phase Two: All of the above, in addition to possible offerings as follows:
 - Mobile operations
 - Life Skills Classes (resume writing, GED classes, money management, etc.)
 - Life Help Operations (showers, washing machines, dental & medical checkups, haircuts)
 - Phase Three: All of the above, in addition to possible offerings as follows:
 - Long-term mentoring programs to assist individuals in re-establishing themselves as productive members of the Villa Rica community
 - Housing assistance partnerships

HOURS OF OPERATION:

Thursdays, 5-7pm/ Beginning June 16, 2022

LOCATION:

The Chapel at LifeGate Church- 77 Connors Rd



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Certificate of Achievement for Excellence in Financial Reporting for FY20
AGENDA DATE: 05/10/22

DATE PREPARED: 04/28/22
PREPARED BY: Jennifer Hallman, Finance Director

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

PURPOSE: Certificate of Achievement for Excellence in Financial Reporting for FY20

BACKGROUND: (Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Villa Rica for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

STAFF RECOMMENDATION:

IMPACT:

MOTION:



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Villa Rica
Georgia**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

2/15/2022

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Villa Rica** for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

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Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Election of GMA's District 4 Officers

AGENDA DATE: May 10, 2022

DATE PREPARED: May 01, 2022

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a slate of candidates as GMA's District 4 Officers for 2022-2023.

BACKGROUND: GMA has submitted the ballot for their 2022-2023 District 4 officers. The City may vote to approve or oppose the proposed slate of city officials. The deadline for submitting nominations was April 20. The ballot is due on June 1.

STAFF RECOMMENDATION:

IMPACT:

MOTION: I move to approve the attached slate of four city officials nominated as District 4 Officers by GMA for the 2022-2023 year.

ELECTION OF GMA'S DISTRICT 4 OFFICERS FOR 2022-2023

BALLOT

The nominating committee comprised of current District 4 officers nominated the following city officials as GMA's District 4 Officers for 2022-2023:

- President Betty Cason, Mayor, Carrollton
 - First Vice President William "Dub" Pearman, Mayor, Senoia
 - Second Vice President Barbie Crockett, Mayor, Centralhatchee
 - Third Vice President Joseph H. Walter, Mayor, Zebulon
-

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President and Third Vice President?

Yes ____ No ____

Please provide the following information:

City: _____

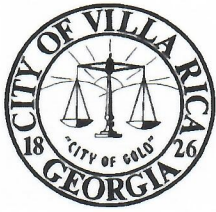
Name of person submitting ballot: _____

I affirm that I am authorized to vote on behalf of the city:

Signature: _____

Please fax or email ballot by June 1 to:

Terrell Jacobs, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; fax 678.686.6306 or email at tjacobs@gacities.com.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Uncorked on Main LLC
AGENDA DATE: May 10, 2022

DATE PREPARED: May 9, 2022
PREPARED BY: Nyree Simpson, Licensing Specialist

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

PURPOSE: Uncorked On Main LLC (license #1229141), currently holds two licenses from the city; (1) Occupational Tax and (2) Alcohol Permit. They're requesting an amendment to the classification of their Alcohol Permit license.

BACKGROUND: The applicant's current Alcohol Permit license is designated as a Farm Winery. The applicant is looking to expand their service offerings and thereby include a designation of *Consumption on Premises – Beer, Wine, and Liquor*. Uncorked on Main LLC, is commercially licensed as a "Food Service -Restaurant" establishment and, has upheld the standards of both the Occupational Tax and Alcohol Permit licenses. The State of Georgia – Department of Revenue has also granted a classification of *Consumption on Premises – Beer, Wine, and Liquor* on February 23, 2022.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the applicant's request to include a designation of *Consumption on Premises – Beer, Wine, and Liquor* to their current Alcohol Permit license.



Public Hearing Date
City Council: May 10, 2022

Request: Alcohol License Permit

Project Description: Consumption on Premises – Beer, Wine and Liquor

Applicant: Uncorked on Main LLC
Licensee: Melissa Garrett
572 Waddell Road, Bremen, GA 30110

Location: 129 Main Street, Villa Rica, GA 30180, Ward 3

Parcel Number(s): V01-0030007

Current Zoning: CBD – Central Business District

Current Land Use: Commercial – Restaurant

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 CBD

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:

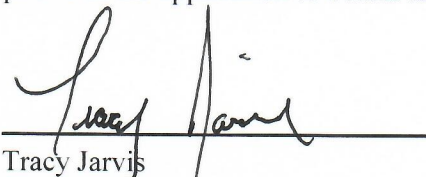
The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

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

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at <https://gtc.dor.ga.gov>.
- Mailing address - update at <https://gtc.dor.ga.gov>.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licences. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit <https://dor.georgia.gov/> and click the Alcohol & Tobacco tab, or call the South Metro Regional Office at (404) 724-7200.

Georgia Department of Revenue

(Cut here before displaying)

STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 23-Feb-2022

LICENSE EXPIRES 31-Dec-2022

BOND EXPIRES

STATE TAXPAYER IDENTIFIER
20170496964

LICENSE NUMBER
0096830

DATE ISSUED
23-Feb-2022

LICENSE FEE
\$200.00

LOCAL LICENSE ISSUED BY
City VILLA RICA

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL

RANDALL MULLER: Consumption on Premises - Beer, Wine and Liquor

DBA

UNCORKED ON MAIN

AT THE FOLLOWING LOCATION

129 MAIN ST VILLA RICA GA 30180-2007

COUNTY

CARROLL

UNCORKED ON MAIN, LLC
129 MAIN ST UNIT 129
VILLA RICA GA 30180-2007

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue

Robyn A. Cuttenden

State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON



CITY OF VILLA RICA

City Council Packet

SUBJECT: Introduction of Section 8.27- Supplementary Regulations for Liquor Stores, Package Stores, and Liquor Outlets; and the Amendment of Section 13.01 (Definitions) –Contained in the City of Villa Rica Zoning Code

CITY COUNCIL AGENDA DATE: May 10th, 2022

DATE: April 1st, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The purpose of this proposed amendment is to provide supplementary regulations for Liquor Stores, Package Stores and Liquor Outlets and provide a definition of a “Package Store”.

BACKGROUND: Section 8 of the Zoning Ordinance contains regulations intended to provide additional supplementary rules for certain uses where the municipality determines a need beyond what the zoning ordinance provides in other chapters. There is a need for additional specific regulations targeting liquor stores, package stores and liquor outlets to regulate those establishments in light of these uses being permitted in the city in conjunction with the updated Alcoholic Beverage Ordinance. Staff has introduced regulations in a new subsection (8.27) and introduced a new definition of a package store in Section 13.01 in order to effectively regulate these uses.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

- (1) I move to approve new supplementary regulations for Liquor Stores, Package Stores and Liquor Outlets within Section 8.27 as submitted by staff, attached hereto.
- (2) I move to approve an amendment to Section 13.01 *Definitions* to include a definition for “Package Store” as submitted by staff, attached hereto.

Modifications to the Zoning Ordinance

Sec. 8.27 – Liquor Stores, Package Stores, and Liquor Outlets

- 1) Package Stores are restricted to the C-1 Commercial Low Density, and C-2 Commercial Medium-Density zoning districts. In addition to being zoned C-1 or C-2, there are additional zoning requirements as follows:
 - a) The property must have a least two-hundred (200) feet of road frontage on a state highway or major arterial, be at least one (1) acre in size, and must be used exclusively for the purpose of selling distilled spirits. This means that a package store shall not be part of a shopping center. It must be a stand-alone building.
 - b) Any building constructed on the property shall be:
 - i) be at least six-thousand (6,000) square feet – of which at least seventy-five (75%) percent shall be dedicated to public retail sales;
 - ii) Shall be occupied by a single tenant;
 - iii) shall have one entrance and one exit and these shall be located at the front of the building;
 - iv) shall have at least one hundred-fifty (150) square feet of plate glass (this excludes plate glass used in the door);
 - v) shall have no windows or doors on the sides or rear of the building.
 - vi) Shall not have living quarters or residential space on the premises.

Sec. 13.01 Definition Section:

PACKAGE STORE: An establishment engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and distilled spirits for consumption off the premises and at which on-premises consumption is specifically prohibited. The term "package store" is considered synonymous with the term "liquor store" and "Liquor Outlets." A package store shall include any premises classified as Industry No. 5921 in the Standard Industrial Classification (SIC) Manual 1972, prepared by the Executive Office of the President, Office of Management and Budget. The term "package store" shall not include a "wine specialty shop" and shall not include a city food market.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.03 – Multifamily and Single-Family Attached Design Standards (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: May 10th, 2022

DATE: March 30th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 9.03 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to clarify the design standards within this subsection in order to clean up language as it relates to single-family attached developments.

BACKGROUND: The Villa Rica Zoning Ordinance has a single design standard section for both townhome and apartment developments. Certain regulations within the section either do not apply to townhome developments or would apply standards oftentimes seen for multi-family apartment developments, such as orientation and scaling requirements. This has caused multiple townhome developments to apply for relief through variance applications. With the request of the City Council, staff found it appropriate to clarify the section and add or remove language specific to townhomes in order to provide regulations that would be more sensible for such developments.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: DENIAL (5-0)

MOTION:

I move to approve the proposed amendment to Section 9.03 of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 9.03 – MULTIFAMILY AND SINGLE-FAMILY ATTACHED DESIGN STANDARDS

1) APPLICABILITY. All new multi-family developments (apartments, townhomes) of three (3) units or more are subject to the following standards.

2) LAYOUT AND SITE PLANNING.

a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.

b) Attempts shall be made to preserve existing vegetation and natural features.

c) Building Orientation. Multi-family building(s) shall be oriented to the street or city road, a common open space, or clustered to form neighborhoods. Multifamily buildings shall not be oriented to parking lots. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, ~~garage doors~~, loading doors, or similar service entrances opening toward or oriented to a public or private street ~~or city road~~.

d) Buildings shall be located so that the window to window distance between buildings or facing exterior walls shall not be less than forty (40) feet, as measured by a line perpendicular to the plane of the surface of said window. This distance may be reduced to not less than thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose.

e) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.

f) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.

g) All sides of a building shall display a similar level of architectural features and materials.

4) VEHICULAR AND PEDESTRIAN CIRCULATION. Create a hierarchy of internal drives.

- a) Drives shall be a minimum of twenty (20) feet wide. The City may request wider drives if on-street parking is permitted.
- b) Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress.
- c) The internal “street” system shall connect to surrounding neighborhood and local streets.
- d) All internal sidewalks shall be a minimum of five (5) feet wide.
- e) All internal sidewalks shall connect to adjacent residential areas, commercial areas, schools, parks, places of worship, and similar publicly accessible uses.
- f) Driveway Depth. All driveways for individual townhome units are required to be at least 35’ in depth from the edge of pavement of all public or private roadways should sidewalks be present. For developments without sidewalks, a minimum depth of 40’ from the edge of pavement is required.**

6) ENTRIES. Entries shall be pedestrian-scaled and clearly defined and accented with such features as awnings, porticos, overhangs, recesses/projections, arcades, raised corniced parapets over the door, peaked roof forms and arches.

- a) The primary entryway for townhomes shall not be recessed. Entries shall not protrude from the dominant front façade wall more than 3’.**
- b) At a minimum, the entry should incorporate features totaling a minimum of two (2) points from the list below. Unless specified, all features are worth one (1) point.**
 - i.) **Porches a minimum depth of four (4) feet and at least eight (8) feet in length, and that includes posts and railings (2 points)**
 - ii.) **Decorative trim/molding**
 - iii.) **Keystone**
 - iv.) **Portico or shed roof accent over entry**
 - v.) **Pent roof**
 - vi.) **Transom window**
 - vii.) **Door sidelights**
 - viii.) **Covered front stoop**

8) AUTOMOBILE STORAGE.

a) Garage Access. Except for structured parking decks, all attached garages shall provide access internally from the garage to individual units.

b) Minimum garage depth shall be twenty-two (22) feet.

c) Minimum garage width shall be ~~twelve (12)~~ **sixteen (16) feet.**

d) Carport. Where established, carports shall:

i) Meet all setback standards around the perimeter of the site applicable to a primary structure.

ii) Be designed in keeping with the primary structure, and the materials shall be compatible with those of the primary structure.

e) No more than two (2) garage structures shall be located adjacent to each other end-to-end.

f) All townhomes shall have at minimum a two-car garage.

g) Townhome developments are encouraged to have rear-facing garage doors whenever possible. Street-facing garage doors should not constitute more than seventy percent (70%) of the front facade of the ground floor living area.

Table 4.4: Residential Lot Standards

		Residential											
		AG Single-Family Agricultural		R1 Single-Samily Suburban		R2 Single-Family Urban		SFA Single-Family Attached		MF1 Multifamily Low-Density		MF2 Multifamily Medium-Density	
		without sewer/ water	with sewer/ water	Res	Other	Res	Other	Res	Other	Res	Other	Res	Other
Minimum Lot Size		40,000 sf.	25,000 sf.	15,000 sf.	1 ac.	8,500 sf.	1 ac.	1 ac.		1 ac.		5 ac.	
Minimum Lot Width		150 ft.	100 ft	85 ft	100 ft.	50 ft.	100 ft	100 ft.		100 ft		150 ft.	
Minimum Lot Frontage		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.		35 ft.		35 ft.		45 ft.		45 ft.		65 ft.	
	Accessory	24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Front	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Setback ^{1,10}	Rural Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Side	Principal	15 ft.		8 ft.		6 ft.		40 ft.		40 ft.		40 ft.	
Setback ^{2,3}	Accessory	5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		10 ft.		10 ft.		10 ft.	
Rear	Principal	15 ft.		15 ft.		15 ft.		40 ft.		40 ft.		40 ft.	
Setback ²	Accessory	5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		10 ft.		10 ft.		10 ft.	
Projection into setbacks: fire escapes, open stairways, balconies, soffits, canopies, and other similar architectural features may extend up to three (3) feet into a side or rear setback.													
Minimum Distance from Structures on Same Lot		5 ft.		5 ft.		5 ft.		20 ft.		20 ft		20 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.		1,500 sf.		1,500 sf.		1,040 sf.		950 sf. Average		950 sf. Average	
	2+ story	900 sf.		700 sf.		650 sf.		650 sf.		650 sf. avg.		650 sf. avg.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3,7}		1,500 sf./ 1,100 sf. ^{3,7}		1,500 sf./ 1,100 sf. ^{3,7}		1040 sf./ 950 sf.		950 sf. Average		950 sf. Average	
Minimum Living Area Façade Width		24 ft.		24 ft.		24 ft.		24 ft. ^{26 ft.}		24 ft.		24 ft.	
Maximum Lot Coverage (structures and buildings)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		50% ¹¹ Acc: 5% or 750 sf. (whichever is greater)		75% ¹¹ Acc: 5% or 2,500 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²		50% ¹²		50% ¹²		50% ¹²		50% ¹²		75%	

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

(MA) Minor Arterial

(RC) Rural Collector

Figure 4.4: Residential Zoning Districts and Maximum Densities

Zoning District	Purpose (Residential Density: Unit: Lot Size)
AG	Agricultural (Residential, Sewer: 1:25,000sf, Septic 1;40,000sf)
R1	Low-Density Single-Family Residential (1:15,000sf)
R2	Medium Density Single-Family Residential (1:8,500sf)
SFA	Single-Family Attached (1:2,500sf - 10,000sf Min Lot)
MF1	Multi-Family Residential (1:5,000sf - 1 AC Min Lot)
MF2	Multi-Family Residential (1:2,250sf - 5 AC Min Lot)
CBD	Central Business District (Over 1st Story Residential 2:1 FAR)
CMU	Commercial Mixed Use (3:1 FAR)

1) Excluding any applicable density bonuses.

Table 4.5: Non-Residential Lot Standards

		Commercial				Industrial		
		CBD Central Business District	CMU Commercial Mixed Use	C1 Commercial Low-Density	C2 Commercial Medium- Density	OMI Office Medical Institutional	I1 Industrial Low-Density	I2 Industrial Medium- Density
Minimum Lot Size		N/A	10,000 sf.	1 ac.	2.5 ac.	1 ac.	1 ac.	5 ac.
Minimum Lot Width		25 ft.	60 ft	100 ft.	150 ft.	60 ft	100 ft.	150 ft.
Minimum Lot Frontage		25 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.
Maximum Building Height ⁹	Principal	35 ft.	35 ft.	45 ft.	60 ft.	60 ft.	45 ft.	60 ft.
	Accessory	24 ft.	24 ft.	26 ft.	26 ft.	26 ft.	26 ft.	40 ft.
Front Setback ^{1,10}		0 ft./15 ft. ¹⁴	0 ft./15 ft. ¹⁴	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.				
Side Setback ³	Principal	0 ft./5 ft. ¹³	0 ft./10 ft. ¹³	10 ft.	30 ft.	30 ft.	40 ft.	50 ft.
	Accessory	5 ft.	10 ft.	10 ft.	10 ft./30 ft. ⁴	10 ft./30 ft. ⁴	20 ft./40 ft. ⁴	30 ft./50 ft. ⁴
Rear Setback ²	Principal	0 ft./5 ft. ¹³	20 ft.	20 ft.	45 ft.	45 ft.	50 ft.	75 ft.
	Accessory	5 ft.	5 ft./10 ft. ⁶	15 ft.	15 ft./45 ft. ⁶	15 ft./45 ft. ⁶	20 ft./40 ft. ⁴	30 ft./50 ft. ⁴
Projection into setbacks: fire escapes, open stairways, balconies, soffits, canopies, and other similar architectural features may extend up to three (3) feet into a side or rear setback.								
Minimum Distance from Structures on Same Lot		10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2+ story	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Minimum Living Area (Per Unit)		750 sf. Avg.	750 sf. Avg.	750 sf. Avg.	N/A	N/A	N/A	N/A
Minimum Living Area Façade Width		N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum Lot Coverage (structures and buildings)		N/A	60%	50%	50%	40%	50%	60%
Maximum Lot Coverage (all impervious surfaces)		N/A	75%	75%	80%	60%	75%	80%

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

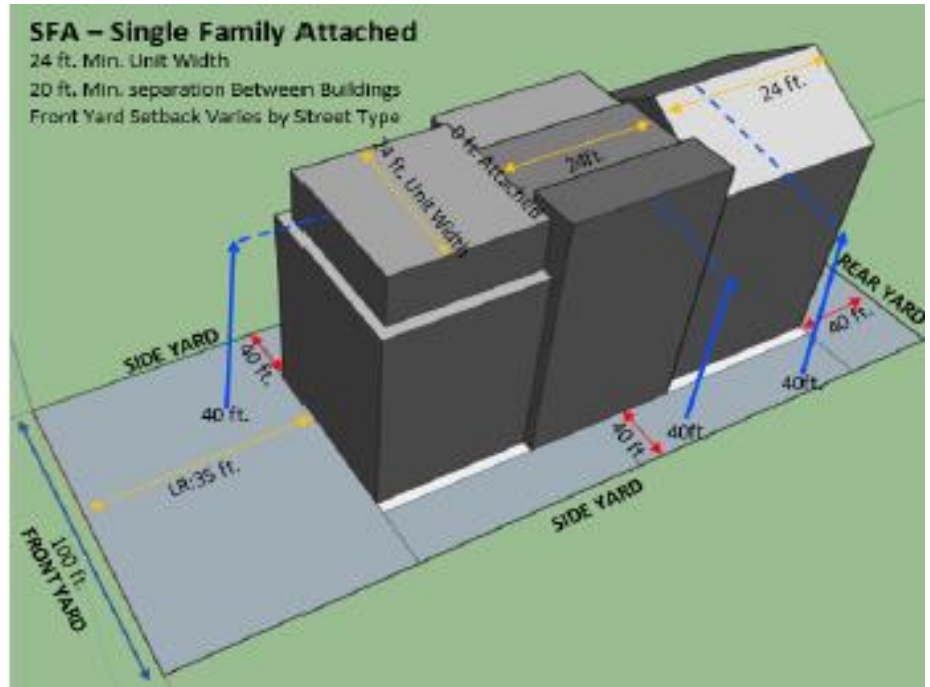
(MA) Minor Arterial

(RC) Minor Collector

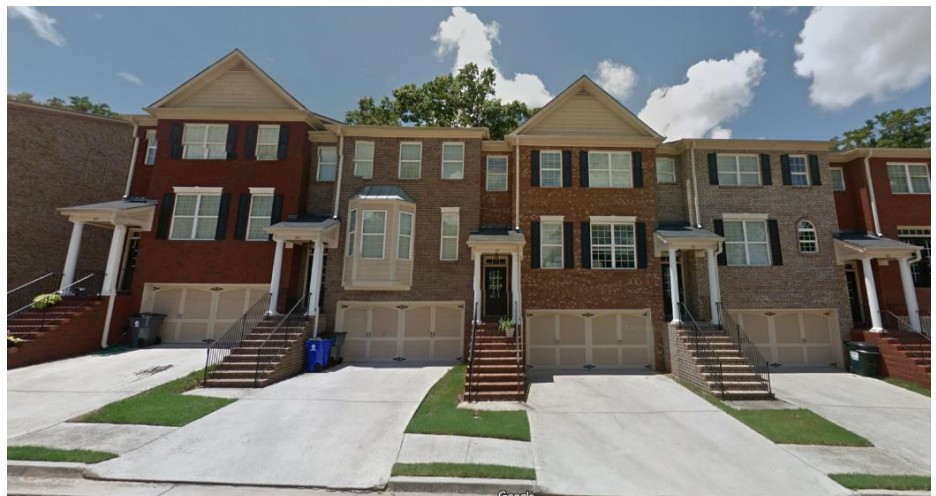
- 1) See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- 2) Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- 3) On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning districts (AG, R1, R2)
- 4) When adjoining the same or a more intense district /when adjoining a less intense district
- 5) For residential uses / all other uses adjoining the same or a more intense district / all other uses when adjoining a less intense district
- 6) Structures 200 sf. or less / structures greater than 200 sf.
- 7) Single-family residential / two-family residential
- 8) Minimum size of multi-tenant development = 5 acres
- 9) See height exemptions per *Section 7.10 – Height Standards*
- 10) The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- 11) Permitted non-residential uses shall not exceed 50%
- 12) Permitted non-residential uses shall not exceed 60%
- 13) When attached to another unit, the setback shall be 0 ft. for the shared wall

SFA

		SFA Single-Family Attached
		Res Other
Minimum Lot Size		1 ac.
Minimum Lot Width		100 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	40 ft.
	Accessory	24 ft.
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.
Side Setback ²	Principal	40 ft.
	Accessory	10 ft.
Rear Setback ²	Principal	40 ft.
	Accessory	10 ft.
Minimum Distance from Structures on Same Lot		20 ft.
Minimum Ground Floor Area (Per Unit)	1 story	1,040 sf.
	2+ story	650 sf.
Total Minimum Living Area (Per Unit)		1040 sf./ 950 sf.
Minimum Living Area Façade Width		24 ft. 26 ft.
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)
Maximum Lot Coverage (all impervious surfaces)		50% ¹²



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Ordinance to Establish Regulations for 5G Wireless Antennas

CITY COUNCIL AGENDA DATE: May 10th, 2022

DATE: April 28th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: To introduce 5G Wireless Antenna permitting policies, regulations and standards for installation.

BACKGROUND: Because of the advent of 5G wireless service in the United States, municipalities and counties have explored ways to successfully regulate this new technology without detriment to service delivery. The State of Georgia has produced a model ordinance for 5G technology regulation that municipalities can base their own ordinances off of. This ordinance that is being requested for adoption has followed the model ordinance and is expected to be effective in regulating these antennae within the public right-of-way.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

I move to approve the proposed ordinance to regulate 5G antenna installations as presented by staff and attached hereto.

CHAPTER 22 - ARTICLE VII.

SMALL WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 22-161. Purpose and compliance.

- (a) O.C.G.A. § 32-4-42(6) authorizes the Villa Rica, Georgia (the "city") to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the city. Further, 47 U.S.C. § 253(c) provides that the city has authority to manage its public rights-of-way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. title 36, chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights-of-way of the city.
- (b) The city finds it is in the best interest of the city and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights-of-way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the city and to reasonably manage and protect the public rights-of-way and its uses in the city.
- (c) The objective of this article is to (i) implement the SWFAA and (ii) ensure use of the public rights-of-way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.

Sec. 22-162. Definitions.

- (a) As used in this article, the following terms have the following meanings:

Antenna means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) communications equipment similar to equipment described in part (i) used for the transmission, reception, or transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

Applicable codes means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the city or are otherwise applicable in the city.

Applicant means any person that submits an application.

Application means a written request submitted by an applicant to the city for a permit to: (i) collocate a small wireless facility in a right-of-way; or (ii) install, modify, or replace a pole or decorative pole in a right-of-way on which a small wireless facility is or will be collocated.

Authority pole means a pole owned, managed, or operated by or on behalf of the city. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

Collocate or *collocation* means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

Communications facility means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

Communications service provider means a provider of communications services.

Communications services means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

Consolidated application means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

Decorative pole means an authority pole that is specially designed and placed for aesthetic purposes.

Electric supplier means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state.

Eligible facilities request means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

FCC means the Federal Communications Commission of the United States.

Fee means a one-time, nonrecurring charge based on time and expense.

Historic district means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act; or (iii) any area designated as a historic district or property by law prior to April 26, 2019.

Law means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

Micro wireless facility means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

Permit means a written authorization, in electronic or hard copy format, required to be issued by the city to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

Pole means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right-of-way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

Rate means a recurring charge.

Reconditioning work means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

Replace, replacement or replacing means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

Replacement work means the activities associated with replacing an authority pole.

Right-of-way means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the city and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

Small wireless facility means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

State means the State of Georgia.

Support structure means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

Wireless infrastructure provider means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

Wireless services provider means a person that provides wireless services.

Wireline backhaul facility means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

- (b) In the event that any federal or state law containing definitions used in this article is amended, the definition in the referenced section, as amended, shall control.

Sec. 22-163. Permits.

- (a) A permit is required to collocate a small wireless facility in the public right-of-way or to install, modify, or replace a pole or a decorative pole in the public right-of-way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).
- (b) Any person seeking to collocate a small wireless facility in the public right-of-way or to install, modify, or replace a pole or a decorative pole in the public right-of-way shall submit an application to the City of Villa Rica

Engineer for a permit. Applications are available from the City of Villa Rica Engineer. Any material change to information contained in an application shall be submitted in writing to the City of Villa Rica Engineer within 30 days after the events necessitating the change.

- (c) Any person who intends to submit an application to the city pursuant to this article shall meet with the City of Villa Rica Engineer at least 30 days prior to submitting an application for a permit. The purpose of such meeting shall be to inform the city, in good faith, when the applicant expects to commence deployment of small wireless facilities and poles within the city, the number of small wireless facilities and poles it expects to deploy during the 24 months after commencement, and the expected timing of such deployments.
- (d) Each application shall be submitted by the applicable wireless provider or its duly authorized representative and shall contain the following:
 - (1) The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant;
 - (2) The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant with respect to filing the application;
 - (3) A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed;
 - (4) Detailed construction drawings regarding the proposed use of the right-of-way;
 - (5) To the extent the proposed facility involves collocation on a pole or support structure, a structural report performed by a duly licensed engineer evidencing that the pole or support structure will structurally support the collocation (or that the pole or support structure may and will be modified to meet structural requirements) in accordance with applicable codes;
 - (6) For any new aboveground facilities, visual depictions or representations if not included in the construction drawings;
 - (7) Information indicating the horizontal and approximate vertical location, relative to the boundaries of the right-of-way, of the small wireless facility for which the application is being submitted;
 - (8) If the application is for the installation of a pole, a certification that complies with O.C.G.A. § 36-66C-6(k);
 - (9) If the small wireless facility will be collocated on a pole or support structure owned by a third party, a certification that the wireless provider has permission from the owner to collocate on the pole or support structure; and
 - (10) If the applicant is not a wireless services provider, a certification that a wireless services provider has requested in writing that the applicant collocate the small wireless facilities or install, modify or replace the pole or decorative pole at the requested location.
- (e) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (f) The City of Villa Rica Engineer shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.
- (g) Applications for permits shall be approved unless the requested collocation of a small wireless facility or the requested installation, modification, or replacement of a pole or decorative pole:
 - (1) Interferes with the operation of traffic control equipment;

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- (2) Interferes with sight lines or clear zones for transportation or pedestrians;
 - (3) Fails to comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., or similar laws of general applicability regarding pedestrian access or movement;
 - (4) Requests that ground-mounted small wireless facility equipment be located more than seven and one-half feet in radial circumference from the base of the pole, decorative pole or support structure to which the small wireless facility antenna would be attached, provided that the city shall not deny the application if a greater distance from the base of the pole, decorative pole or support structure is necessary to avoid interfering with sight lines or clear zones for transportation or pedestrians or to otherwise to protect public safety;
 - (5) Fails to comply with applicable codes;
 - (6) Fails to comply with the maximum limitations set forth in section 82-195 of this article of O.C.G.A. § 36-66C-7(h) or (i);
 - (7) With respect to an application to install a pole or decorative pole, interferes with the widening, repair, reconstruction, or relocation of a public road or highway by the city or the Department of Transportation that has been advertised for bid and scheduled for completion within six months after the application is filed;
 - (8) With respect to an application to install a pole or decorative pole, interferes with a public works construction project governed by O.C.G.A. tit. 36, ch. 91 which is advertised for bid and scheduled for completion within six months after the application is filed;
 - (9) Fails to comply with O.C.G.A. § 36-66C-10, O.C.G.A. § 36-66C-11, or O.C.G.A. § 36-66C-12;
 - (10) Fails to comply with laws of general applicability addressing pedestrian and vehicular traffic and safety requirements; or
 - (11) Fails to comply with laws of general applicability that address the occupancy or management of the right-of-way and that are not otherwise inconsistent with this article.
- (h) For applications for new poles in the public right-of-way in areas zoned for residential use, the City of Villa Rica Engineer may propose an alternate location in the public right-of-way within 100 feet of the location set forth in the application, and the wireless provider shall use the City of Villa Rica Engineer proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.
- (i) A permit issued under this section 82-193 shall authorize such person to occupy the public right-of-way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).
- (j) Upon the issuance of a permit under this article, and on each anniversary of such issuance, every person issued a permit shall submit to the city the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights-of-way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

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- (k) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.
 - (l) The city may revoke a permit issued pursuant to this section 82-193 if the wireless provider or its equipment placed in the public right-of-way under that permit subsequently is not in compliance with any provision of this article or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the city may proceed according to subsection (m).
 - (m) If a wireless provider occupies the public rights-of-way without obtaining a permit required by this section 82-193 or without complying with the SWFAA, then the city may, at the sole discretion of the city, restore the right-of-way, to the extent practicable in the reasonable judgment of the city, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the city in doing so, plus a penalty not to exceed \$1,000.00. The city may suspend the ability of the wireless provider to receive any new permits from the city under this section 82-193 until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the city may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
 - (n) All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).
 - (o) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.
 - (p) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).
 - (q) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten years.
 - (r) Permits shall be renewed following the expiration of the term identified in subsection (q) upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).
 - (s) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights-of-way, then the city shall, within 60 days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the city shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

Sec. 22-164. Removal; relocation; reconditioning; replacement; abandonment.

- (a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).
- (b) In the event of a removal under subsection (a), the right-of-way shall be, to the extent practicable in the reasonable judgment of the city, restored to its condition prior to the removal. If a person fails to return the right-of-way, to the extent practicable in the reasonable judgment of the city, to its condition prior to the removal within 90 days of the removal, the city may, at the sole discretion of the city, restore the right-of-way to such condition and charge the person the city's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The city may suspend the ability of the person to receive any new permits under section 82-193 until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the city will not suspend such ability of any person that has deposited

the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

- (c) If, in the reasonable exercise of police powers, the city determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the city make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.
- (d) The city shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).
- (e) A wireless provider must notify the city of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The city may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

Sec. 22-165. Standards.

- (a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right-of-way as a permitted use: (i) upon a receipt of a permit under section 82-193; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).
 - (1) New, modified, or replacement poles installed in the right-of-way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.
 - (2) Each new, modified, or replacement pole installed in the right-of-way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:
 - a. Fifty feet above ground level; or
 - b. Ten feet greater in height above ground level than the tallest existing pole in the same public right-of-way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;
 - (3) New small wireless facilities in the public right-of-way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.
 - (4) New small wireless facilities in the public right-of-way collocated on a new or replacement pole under subsection (a)(1) or subsection (a)(2) may not extend above the top of such poles.
- (b) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:
 - (1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure.

-
- (2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.
 - (3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights-of-way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.
 - (4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.
 - (c) Notwithstanding any provision of this article to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under section 82-193 and (ii) compliance with applicable codes.
 - (d) Notwithstanding any provision of this article to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under section 82-193 and (ii) compliance with applicable codes.



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-06-22 – Take 5 Oil Change Sign Variance

CITY COUNCIL AGENDA DATE: May 10th, 2022

DATE: April 28th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Signs Unlimited, LLC of Durham, North Carolina is requesting a variance from sign ordinance regulations in order to install four additional wall signs on the façade of the building.

BACKGROUND: Take 5 Oil Change constructed a new building on the site in late 2021/early 2022. In February 2022, the city issued a sign permit for a single wall sign facing Highway 61, directional signs in the parking lot, and a pylon sign on Highway 61. The applicant was denied four additional wall signs. The city's zoning ordinance only permits one (1) wall sign per building frontage along a public or private roadway. The signs are proposed to be located on all four sides of the structure, and only one is proposed to face a roadway (to which the department already approved a wall sign). Therefore, the applicant has made a variance request for all signs to be approved.

STAFF RECOMMENDATION:

- Front Wall Sign Variance: DENIAL

Reasons: The property currently has an existing wall sign and freestanding sign that was approved in February 2022. The addition of a larger company logo is entirely self-imposed.

- Side Wall Signs Variance: DENIAL

Reasons: The site has existing directional signs on the side and rear of the property that adequately identify the use. These two signs proposals are entirely self-imposed.

- Rear Wall Sign Variance: 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:

- (1) I move to deny the request for a wall sign on the front of the building, facing Highway 61 as submitted by Signs Unlimited, LLC.
- (2) I move to deny the request for a wall sign on the rear of the building, facing the Villa Rica Crossing shopping center parking lot as submitted by Signs Unlimited, LLC.
- (3) I move to deny the request for two wall sign on either side of the building as submitted by Signs Unlimited, LLC.



April 27th, 2022

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

Re: Planning Report
Signs Unlimited, Inc.
VA-06-22
688 W. Bankhead Highway
Land Lot 158, District 6
Parcel # V07 0110216
Acreage: 0.56
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Mac Pilgrim
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Signs Unlimited, Inc. (the Applicant) seeks a variance from Section 9.29(1) of the Villa Rica Sign Ordinance, which permits only one (1) wall sign per building frontage on a public or private street. The applicant is proposing four additional wall signs beyond the existing single wall sign facing Highway 61. The property fronts onto Highway 61 and consists of a Take-5 Oil Change facility that was constructed earlier this year. The variance is outlined in Section D.

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

1. Application for a Variance, dated March 25, 2022 (3 pages);
2. Letter of Authorization from the property owner, dated March 14th, 2022, notarized and signed by Jeff R. Matthews (1 page);
3. Applicant Summary Description of Project, prepared by Desi Varsel (Permits Manager) for Signs Unlimited, dated March 25th, 2022 (1 page);
4. Four-Side Elevation Drawings and Site Plan, dated August 24th, 2021 (Rear and Side Elevations) and dated September 8th, 2022 (Front Elevation and Site Plan), prepared by Signs Unlimited (5 page).



A. Existing Conditions

The subject property is located east of State Route 61 and south of West Bankhead Highway. The parcel has frontage along Highway 61 within the Villa Rica Crossing shopping center (commonly referred to as the “Food Depot Plaza”) consisting of approximately 117.9’. The property is almost entirely flat and does not consist of any bodies of water.

The parcel is currently zoned Commercial Medium-Density (C2) and features a Take-5 Oil Change facility. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the Commercial Medium-Density (I-2) zone on all sides of the parcel. The Villa Rica Crossing shopping center and outparcels surround the property on the north, south and east, whereas Highway 61 borders the property on the west.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Medium-Density (C-2)	I-20 Gateway
East	Commercial Medium-Density (C-2)	I-20 Gateway
South	Commercial Medium-Density (C-2)	I-20 Gateway
West	Commercial Medium-Density (C-2)	I-20 Gateway



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

B. Site History

The parcel was vacant until 2021 when a Take-5 oil change facility was constructed on the property. The parcel was originally subdivided from its master parcel when the shopping plaza was constructed. The date of that subdivision is unknown. The property was rezoned from General Commercial (GC) in the Unified Development Code (UDC) to Commercial-Medium Density (C2) during the citywide rezoning effort in 2020, which was a lateral change in zoning.

C. Proposed Development

The applicant is proposing to install four additional wall signs on the building, with one on the front façade (31.13 sq. ft.), one on either side of the building (26.19 sq. ft. each), and one on the rear (27.69 sq. ft.). The applicant was previously issued a sign permit for the existing sign on the



front façade in February 2022, and the signs that are being requested for approval were denied at that time. The city’s sign ordinance permits only one wall sign per frontage on a public or private street. The side and rear wall signs would not meet this ordinance requirement as all three signs would not face a public or private street. The front wall sign would not meet the ordinance requirement since only one sign is permitted per frontage on a public or private street.

The applicant has indicated that the existing front wall sign will be adjusted to include a larger oil can to be situated on the designated parapet on the left side of that fascia. This would be considered a second sign by our ordinance’s requirements, prompting the need for a variance. The applicant states that this will provide a “less visually cramped” design.

The proposed rear sign is not proposed to be illuminated. The applicant has stated that the purpose of the sign is to “serve as an informational purpose to assist drivers in moving through the vehicle bays.”

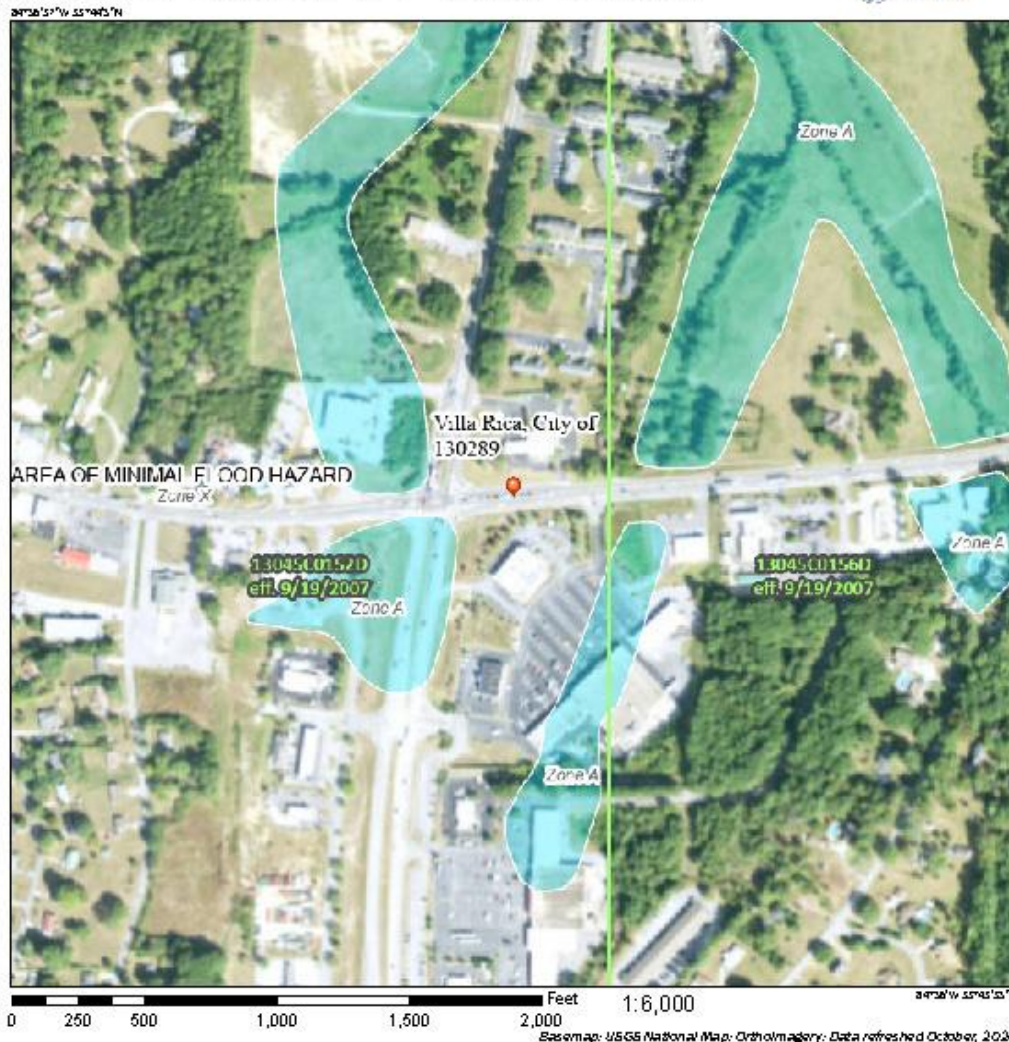
The proposed signs on the sides of the building are “proposed to help assist with visibility and traffic.” The applicant states that the sign will help identify the business for motorists traveling within the shopping plaza or up Industrial Boulevard.

Flood Plain

The property is not located within a flood zone. Figure 2, below, indicates the flood zone map:



National Flood Hazard Layer FIRMette



Legend

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

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone X-1, A99 With BFE and Depth Zone A, X, A99, A99C, A99D Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee, See Notes Zone X Area with Flood Risk due to Levee Zone X
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective IDWRs Area of Unclassified Flood Hazard Zone X
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dam, or Roadway
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Cross Section Cross Section Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Cross Section, Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped The plot displayed on the map is an approximate point selected by the user and does not represent an exclusive property location.

Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant's stated reasons for not complying with Section 9.29(1) has been outlined above in Section C.

The Applicant has requested variance relief for the following:

1. Section 9.29(1): One (1) sign shall be permitted per building frontage on a public or private street.

The applicant proposes to have a total of two wall signs on the front façade, one sign on each side of the building, and one sign in the rear of the building.

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 site operability (rear sign) and site visibility (front, and side signs) conditions. Staff could not identify any benefits from an approval of the requested variance. A potential detriment would be excessive and duplicative signage on the building and around the site, along with a general unsightliness of the amount of signs for this particular shopping center, which can often cause more "eye pollution" to travelers.

The Future Land Use Plan prescribes "I-20 Gateway Activity Center" as future land uses for the parcels. The intent of the Industrial Activity Center is as follows:

"Enhance entrances into the city from I-20 and facilitate access to goods and services to serve residents and commuters. Create employment opportunities where a location benefits from interstate proximity and available infrastructure. In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments."

The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The nature of the variance does impact the intents of the Comprehensive Plan, as the activity center is aimed at enhancing entrances to the city and providing a sense of arrival.



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 ordinance's requirements will not result in a practical difficulty in providing signage on the site, since there is currently adequate signage to identify the site from a staff perspective. The applicant has specified that the requirement would cause decreased visibility and reduce site operability. The site visibility and site operability issues are self-imposed issues that can be rectified in a variety of ways other than additional signage. In addition, the surrounding businesses have the same condition and are able to continue operating their businesses without such relief.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Front Wall Sign Variance: DENIAL

Reasons: The property currently has an existing wall sign and freestanding sign that was approved in February 2022. The addition of a larger company logo is entirely self-imposed.



Side Wall Signs Variance: DENIAL

Reasons: The site has existing directional signs on the side and rear of the property that adequately identify the use. These two signs proposals are entirely self-imposed.

Rear Wall Sign Variance: 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.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on April 26th, 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, no residents have contacted the city objecting to the proposed variances.

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

Very truly yours,

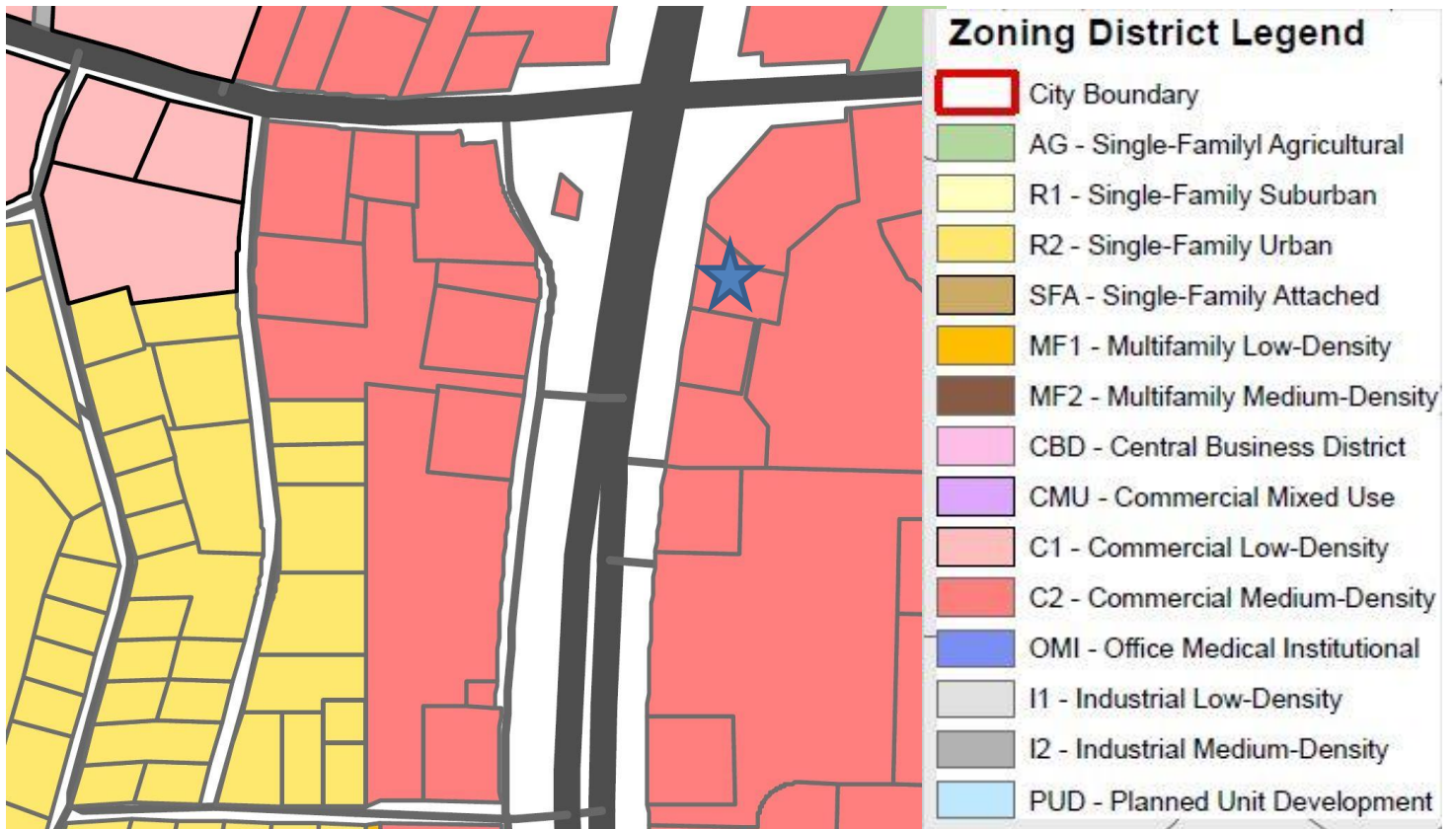
Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
Tracy Jarvis, Community Development Director/City Engineer (via email)

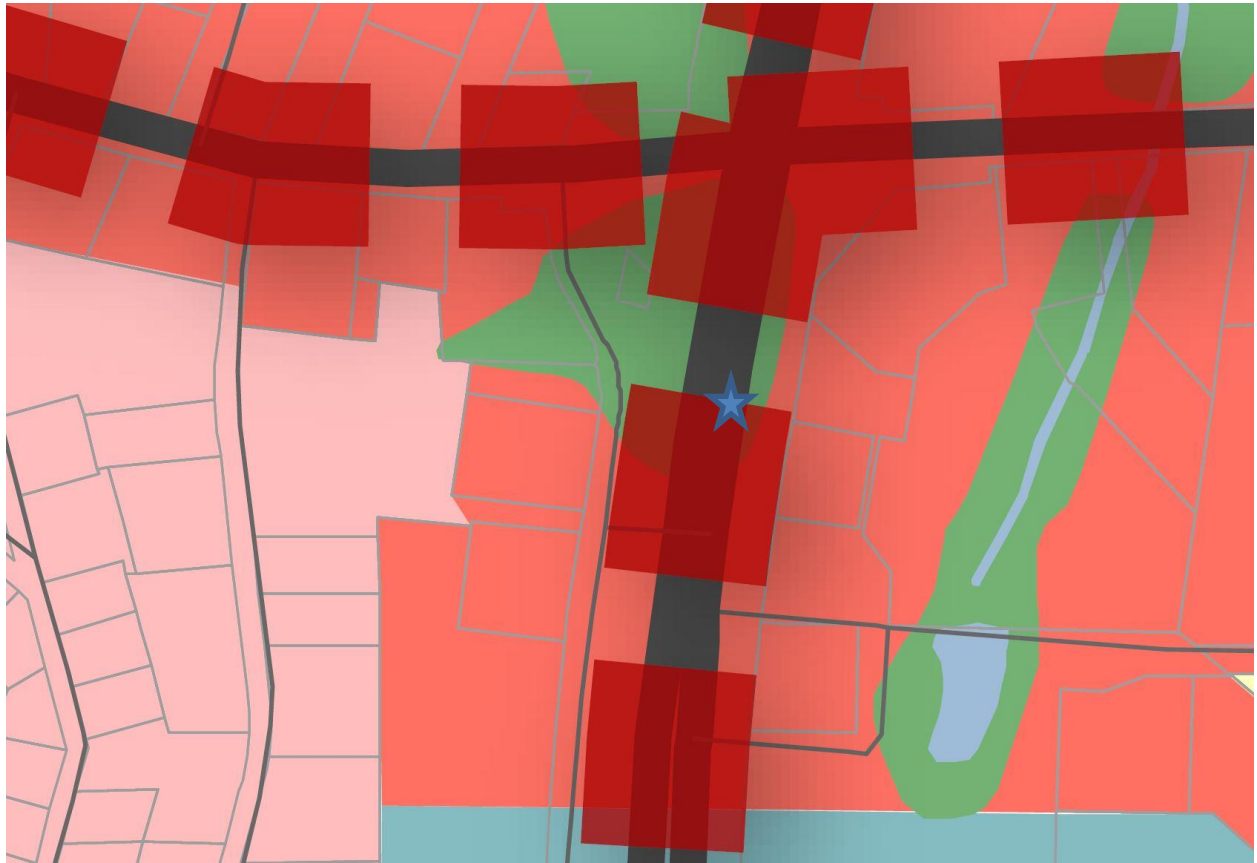


Villa Rica Zoning Map:





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



FRONT ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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UL File #E225670

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Sq. Ft. Signage:
89.19

Signage Allowance:
106.12 Sq. Ft.

300.00 Sq. Ft. Aggregate
1 Sign per Building Frontage
(2 Sq. Ft. per Li. Ft. of Primary Frontage)



ADDITIONAL ELEMENT

ALUMINUM PANS

Quantity:

4

Size:

As in drawing

Color:

Black and White

Returns:

1"

Mounting:

Angle into facade



NOTE: CENTERED UNDER LIGHTS
AND 6" DOWN FROM THE BOTTOM
OF SCENCE VERTICALLY

PROOF

INITIAL LAYOUT:

September 8, 2021

REVISIONS:

I
II
III
IV
V

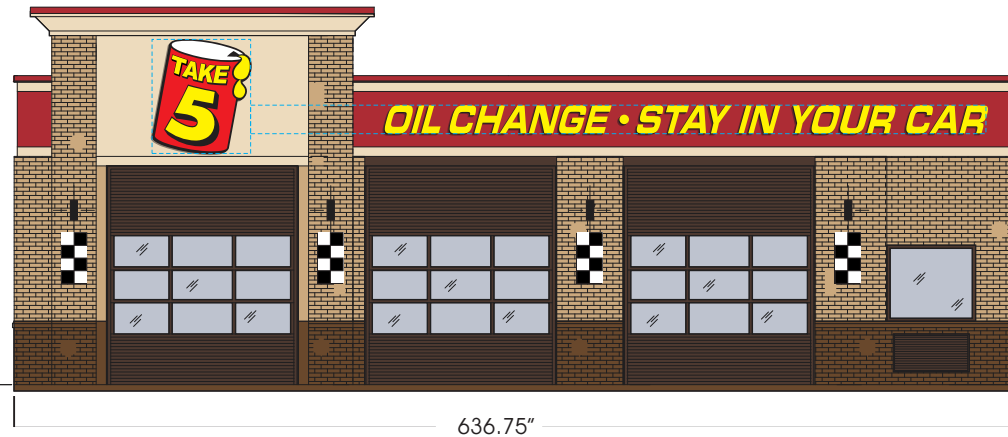


18.00"

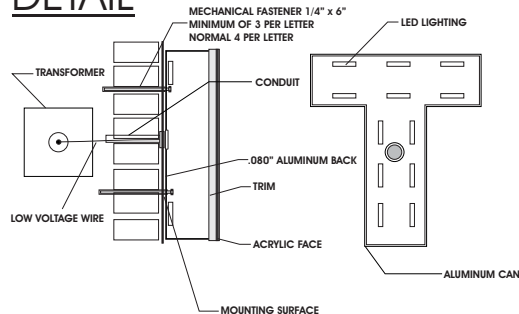
OIL CHANGE • STAY IN YOUR CAR

58.06 Sq. Ft.
QTY: 1

IMPOSED IMAGERY



DETAIL



NOTES:

- IF ELECTRICAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER.
- IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

SPECIFICATIONS

ILLUMINATED CHANNEL LETTERS

Quantity:

See above

Size:

As in drawing

Trim:

1"

Trim Color:

Black

Return Color:

Black

Face Color:

Yellow

Face:

1/8" Acrylic

Letter Interior:

Gloss White

Illumination:

LED

Mounting:

Studded Letters

Owner/Landlord Approval _____

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIGNS:UNLIMITED
communicate your identity

REAR ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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PROOF

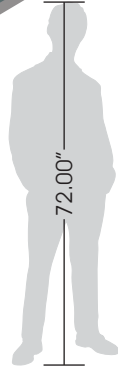
INITIAL LAYOUT:

August 24, 2021

REVISIONS:

09/10/2021

I
II
III
IV
V



18.00"
221.50"
STAY IN YOUR CAR

INFORMATIVE/INSTRUCTIONAL MESSAGE
(NOT COUNTED TOWARD ALLOWANCE)

QTY: 1

IMPOSED IMAGERY



SPECIFICATIONS

**NON ILLUMINATED
PVC LETTERS W/ STUDS**

Quantity:

See above

Size:

As in drawing

Thickness:

1/2"

Face Color:

Yellow

Edge Color:

Yellow

Mounting:

Studs w/ Silicone

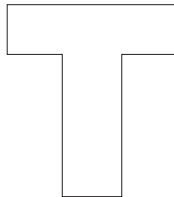
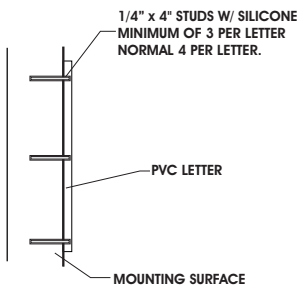
Sq. Ft. Signage:

27.69

Signage Allowance:

N/A Not counted as signage

DETAIL



Owner/Landlord Approval _____

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

NOTES:

- INFORMATIVE/INSTRUCTIONAL MESSAGE (NOT COUNT TOWARD ALLOWANCE)
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER

SIGNS:UNLIMITED
communicate your identity

SIDE A ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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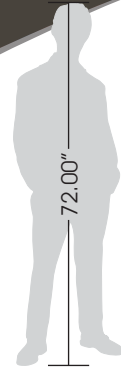
INITIAL LAYOUT:

August 24, 2021

REVISIONS:

09/10/2021

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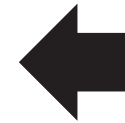
70.50"

53.50"



26.19 Sq. Ft.
QTY: 1

Oil Can
Calculation



72.00"

62.25"



+/- 20 Degree
Angle on Can

PROOF

Sq. Ft. Signage:
26.19

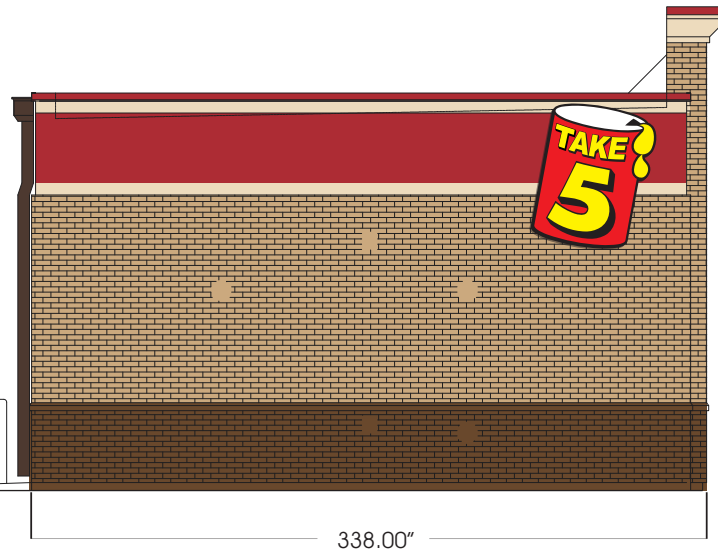
Signage Allowance:

300.00 Sq. Ft. Aggregate

1 Sign per Building Frontage

(1 Sq. Ft. per Li. Ft. of Secondary Frontage)

IMPOSED IMAGERY



SPECIFICATIONS

ILLUMINATED CHANNEL LETTERS

Quantity:

See above

Size:

As in drawing

Trim:

1"

Trim Color:

Black

Return Color:

Black

Face Color:

Yellow

Face:

1/8" Acrylic

Letter Interior:

Gloss White

Illumination:

LED

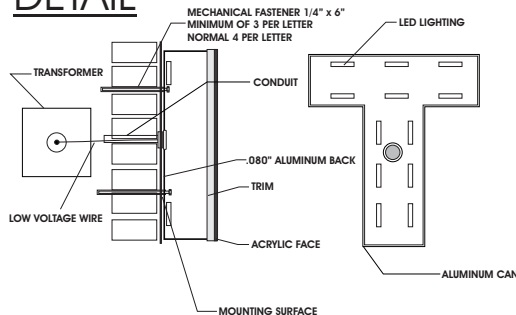
Mounting:

Studded Letters

NOTES:

- IF ELECTRICAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER. IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

DETAIL



Owner/Landlord Approval _____

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIGNS:UNLIMITED
communicate your identity

SIDE B ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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UL File #E225670

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INITIAL LAYOUT:

August 24, 2021

REVISIONS:

09/10/2021

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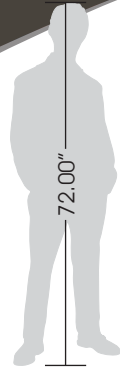
Sq. Ft. Signage:
26.19

Signage Allowance:

300.00 Sq. Ft. Aggregate

1 Sign per Building Frontage

(1 Sq. Ft. per Li. Ft. of Secondary Frontage)



72.00"

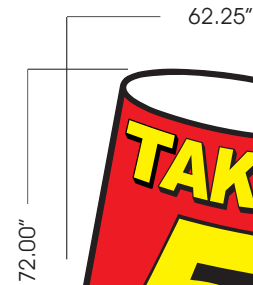
70.50"

53.50"



26.19 Sq. Ft.
QTY: 1

Oil Can
Calculation



72.00"

62.25"

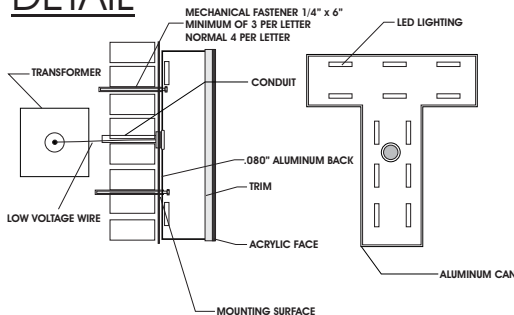
+/- 20 Degree
Angle on Can

PROOF

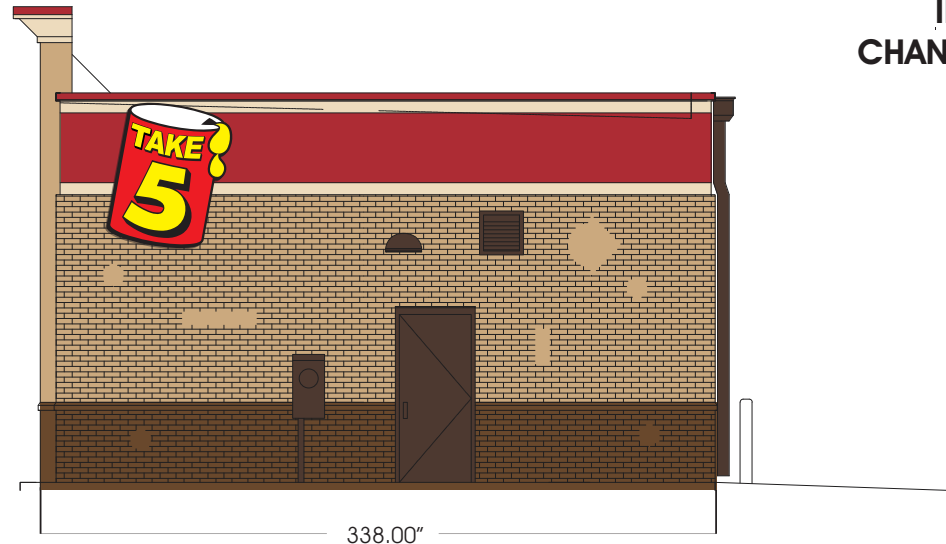
NOTES:

- IF ELECTRICAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER. IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

DETAIL



IMPOSED IMAGERY



SPECIFICATIONS

ILLUMINATED
CHANNEL LETTERS

Quantity:

See above

Size:

As in drawing

Trim:

1"

Trim Color:

Black

Return Color:

Black

Face Color:

Yellow

Face:

1/8" Acrylic

Letter Interior:

Gloss White

Illumination:

LED

Mounting:

Studded Letters

Owner/Landlord Approval _____

SIGNS:UNLIMITED
communicate your identity

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SITE PLAN

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180

INITIAL LAYOUT:

September 8, 2021

REVISIONS:

09/13/2021

I
II
III
IV
V



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UL File #E225670

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SITE PLAN

FRONT SIGNAGE:
CAN, "OIL CHANGE •
STAY IN YOUR CAR"

SIDE A SIGNAGE:
CAN

REAR SIGNAGE:
"STAY IN YOUR CAR"

SIDE B SIGNAGE:
CAN

Owner/Landlord Approval _____

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIGNS:UNLIMITED
communicate your identity



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: 3/25/2022

APPLICANT

Applicant Name: Signs Unlimited, Inc

Address: 6801-C Mt Hermon Church Rd City: Durham State: NC Zip: 27705

Phone: (919) 552 - 8689 Fax: () - Email: desi@signsunlimitedusa.com

Agent Name: Desi Varsel

Address: Same as applicant City: State: Zip:

Phone: () - Fax: () - Email:

Owner Name (If different from applicant): Rahim Manani

Address: 688 W Bankhead Hwy City: Villa Rica State: GA Zip: 30180

Phone: (404) 786 - 0304 Fax: () - Email: rahim@chunaragroup.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: 688 W Bankhead Hwy, Villa Rica GA 30180

I, Desi Varsel, 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.

Desi Varsel

Digitally signed by Desi Varsel
DN: cn=Desi Varsel, o=Signs Unlimited, Inc,
ou=Permit Technician,
email=desi@signsunlimitedusa.com, c=US
Date: 2022.03.25 16:48:18 -0400

Signature of Applicant

3/25/2022
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: _____

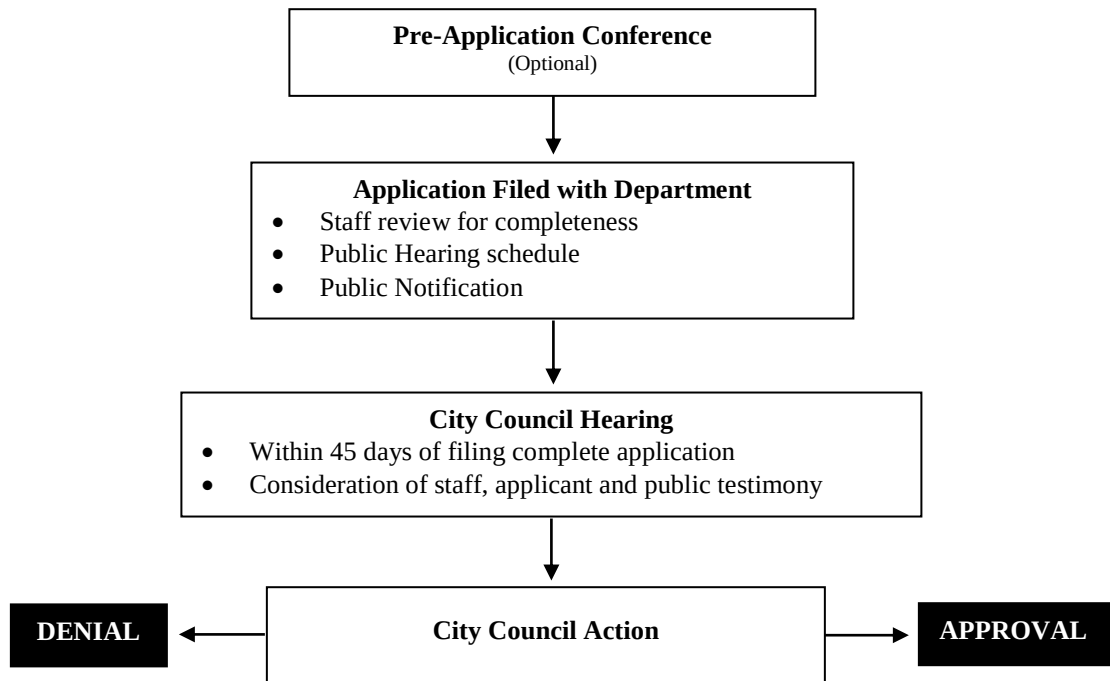
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



Letter of Authorization

To Whom It May Concern:

Two Blocks Holdings, LLC, property owner or agent of property listed as:
(Owners name)

Name of Business: Take Oil Change
Address: 688 W Bankhead Hwy, Villa Rica GA

I have reviewed the proposed work for the above location and approve of same to be installed by **Signs Unlimited, Inc** and/or their representative, to do necessary sign work at 688 W Bankhead Hwy, Villa Rica GA and submit any variance needed for work to be performed.

Jeff Matthews Manager
Signature of Property Owner or Agent

JEFF R. MATTHEWS, MANAGER
Property Owner or Agent (Printed)

215 W. BANKHEAD Hwy VILLA RICA GA 30180
Owner Address

3/14/2022
Date

770-231-8572
Telephone

State of Georgia
County of Haralson

Subscribed and sworn before me this 14th Day of March, 2022

NOTARY PUBLIC-STATE OF GEORGIA (SEAL)

NOTARY PUBLIC Janice Bass
(Print)

MY COMISSION EXPIRES 10/2/2024



March 25, 2022



6801 Mount Hermon Church Rd, Building C, Durham, NC 27705

Planning & Zoning
City of Villa Rica
571 W Bankhead
Villa Rica, GA 30180

To whom it may concern,

This letter is to detail the variance request for additional wall signage at Take 5 Oil Change, 688 W Bankhead Hwy, Villa Rica GA. Variance is requested for 1 additional sign on the front façade (31.13 sq ft), as well as signs on each side of the building (26.19 sq ft each), and the rear (27.69 sq ft).

The proposed additional sign on the front façade will adjust the previously approved design to include a larger oil can situated on the designated parapet on the left side of the building. This would give the front façade two signs per the ordinance but would make the signs less visually cramped without exceeding the allowed square footage for that frontage.

The proposed rear sign consists of non-illuminated PVC letters with the message "STAY IN YOUR CAR". This sign serves an informational purpose to assist drivers in moving through the vehicle bays. It is our belief that this would have minimal impact on the site or surrounding area and does not face or interfere with a public ROW.

The two additional illuminated oil cans proposed on each side of the building are proposed to help assist with visibility and traffic. These signs would not exceed the square footage allowed for either wall, and would serve to help identify the business for motorists traveling within the shopping plaza or up Industrial Blvd. Furthermore, it is noted there are side-facing signs on adjacent property at 664 Bankhead Hwy for TitleMax and AT&T that also do not front a named street.

Thank you,

Desi Varsel
Permits Manager
919-552-8689
desi@signsunlimitedusa.com

Signature

A handwritten signature in dark ink, appearing to read 'Desi Varsel', is written over a horizontal line.

Digitally signed by Desi Varsel
DN: cn=Desi Varsel, o=Signs Unlimited, Inc,
ou=Permit Technician,
email=desi@signsunlimitedusa.com, c=US
Date: 2022.03.25 16:48:00 -04'00'

Date

3/25/2022

FRONT ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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UL File #E225670

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Sq. Ft. Signage:
89.19

Signage Allowance:
106.12 Sq. Ft.

300.00 Sq. Ft. Aggregate
1 Sign per Building Frontage
(2 Sq. Ft. per Li. Ft. of Primary Frontage)



ADDITIONAL ELEMENT

ALUMINUM PANS

Quantity:

4

Size:

As in drawing

Color:

Black and White

Returns:

1"

Mounting:

Angle into facade



NOTE: CENTERED UNDER LIGHTS
AND 6" DOWN FROM THE BOTTOM
OF SCENCE VERTICALLY

INITIAL LAYOUT:

September 8, 2021

REVISIONS:

I
II
III
IV
V

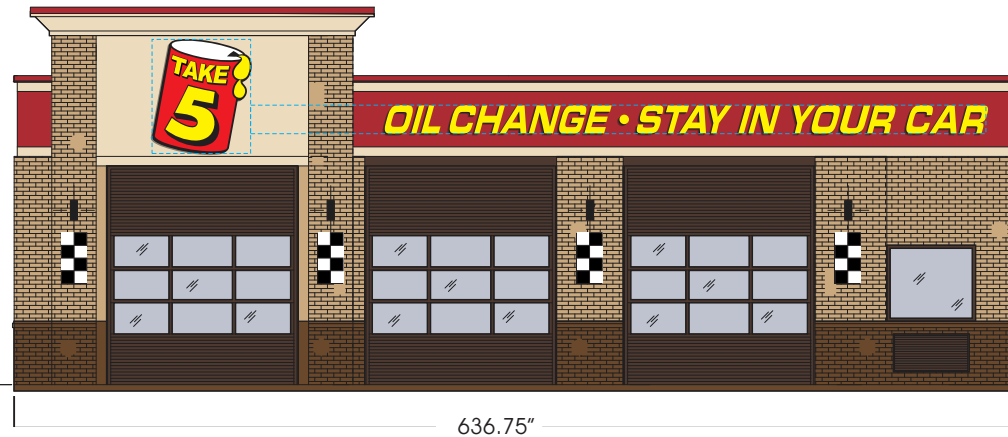


18.00"

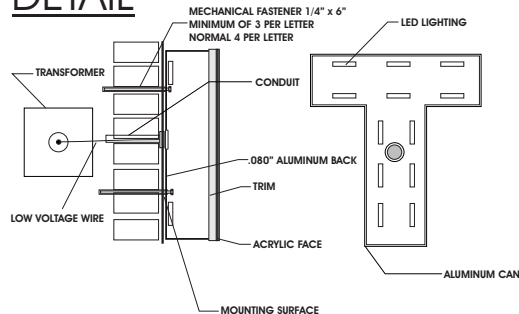
OIL CHANGE • STAY IN YOUR CAR

58.06 Sq. Ft.
QTY: 1

IMPOSED IMAGERY



DETAIL



NOTES:

- IF ELECTRICAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER.
- IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

SPECIFICATIONS

ILLUMINATED CHANNEL LETTERS

Quantity:

See above

Size:

As in drawing

Trim:

1"

Trim Color:

Black

Return Color:

Black

Face Color:

Yellow

Face:

1/8" Acrylic

Letter Interior:

Gloss White

Illumination:

LED

Mounting:

Studded Letters

Owner/Landlord Approval _____

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIGNS:UNLIMITED
communicate your identity

REAR ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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PROOF

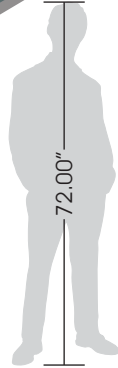
INITIAL LAYOUT:

August 24, 2021

REVISIONS:

09/10/2021

I
II
III
IV
V



221.50"
STAY IN YOUR CAR

INFORMATIVE/INSTRUCTIONAL MESSAGE
(NOT COUNTED TOWARD ALLOWANCE)

QTY: 1

IMPOSED IMAGERY



SPECIFICATIONS

**NON ILLUMINATED
PVC LETTERS W/ STUDS**

Quantity:

See above

Size:

As in drawing

Thickness:

1/2"

Face Color:

Yellow

Edge Color:

Yellow

Mounting:

Studs w/ Silicone

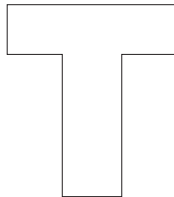
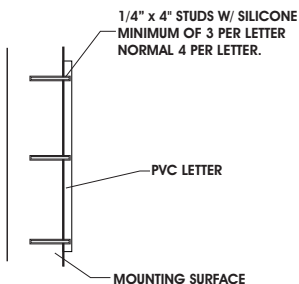
Sq. Ft. Signage:

27.69

Signage Allowance:

N/A Not counted as signage

DETAIL



NOTES:

- INFORMATIVE/INSTRUCTIONAL MESSAGE (NOT COUNT TOWARD ALLOWANCE)
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER

Owner/Landlord Approval _____

SIGNS:UNLIMITED
communicate your identity

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIDE A ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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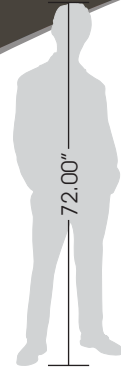
INITIAL LAYOUT:

August 24, 2021

REVISIONS:

09/10/2021

I
II
III
IV
V



72.00"

70.50"



26.19 Sq. Ft.
QTY: 1

Oil Can
Calculation



+/- 20 Degree
Angle on Can

PROOF

Sq. Ft. Signage:
26.19

Signage Allowance:

300.00 Sq. Ft. Aggregate

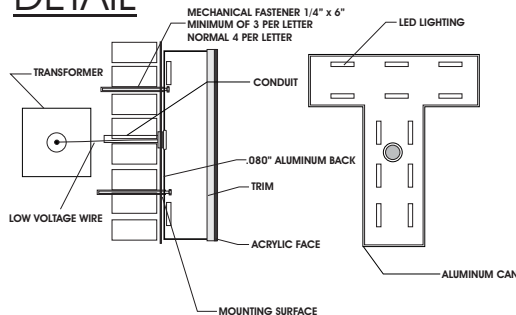
1 Sign per Building Frontage

(1 Sq. Ft. per Li. Ft. of Secondary Frontage)

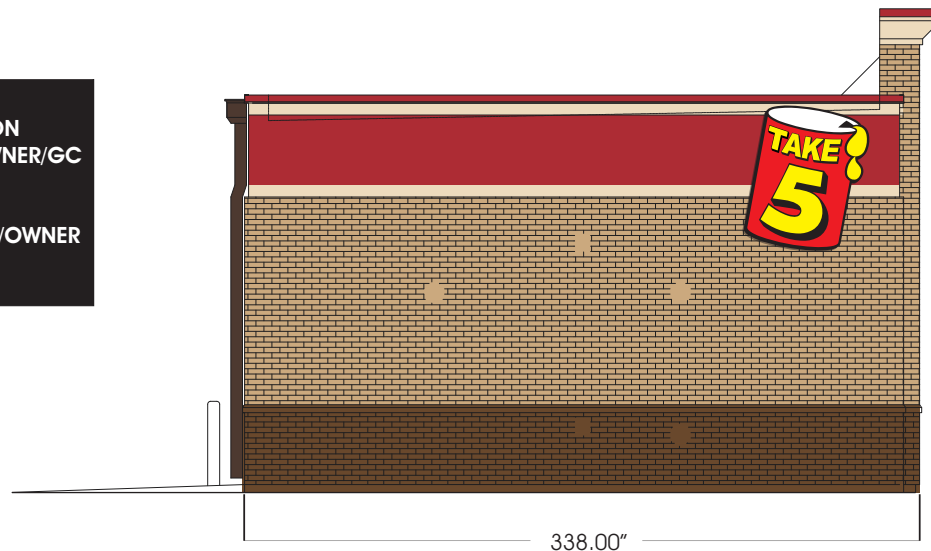
NOTES:

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- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

DETAIL



IMPOSED IMAGERY



SPECIFICATIONS

ILLUMINATED
CHANNEL LETTERS

Quantity:

See above

Size:

As in drawing

Trim:

1"

Trim Color:

Black

Return Color:

Black

Face Color:

Yellow

Face:

1/8" Acrylic

Letter Interior:

Gloss White

Illumination:

LED

Mounting:

Studded Letters

Owner/Landlord Approval _____

SIGNS:UNLIMITED
communicate your identity

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIDE B ELEVATION

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180



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INITIAL LAYOUT:

August 24, 2021

REVISIONS:

09/10/2021

I
II
III
IV
V

Sq. Ft. Signage:

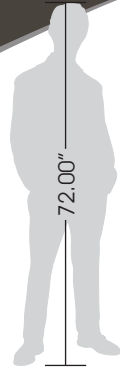
26.19

Signage Allowance:

300.00 Sq. Ft. Aggregate

1 Sign per Building Frontage

(1 Sq. Ft. per Li. Ft. of Secondary Frontage)



72.00"

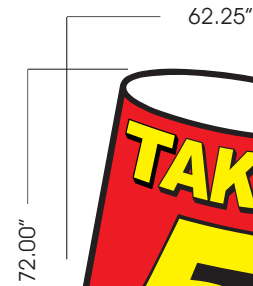
70.50"

53.50"



26.19 Sq. Ft.
QTY: 1

Oil Can
Calculation



72.00"

62.25"

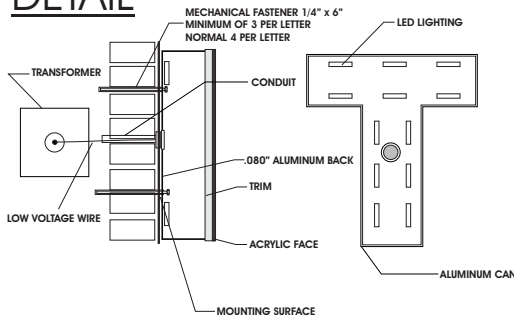
+/- 20 Degree
Angle on Can

PROOF

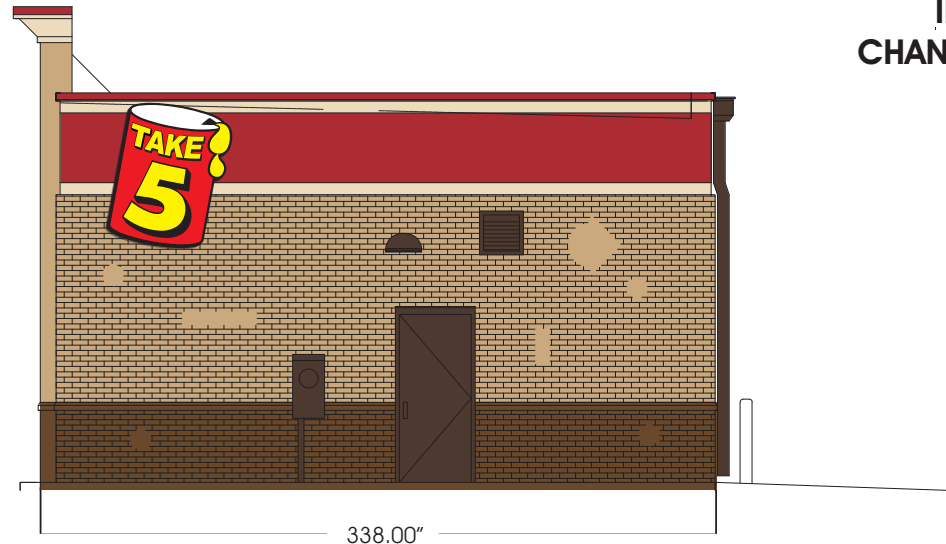
NOTES:

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- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

DETAIL



IMPOSED IMAGERY



SPECIFICATIONS

ILLUMINATED
CHANNEL LETTERS

Quantity:

See above

Size:

As in drawing

Trim:

1"

Trim Color:

Black

Return Color:

Black

Face Color:

Yellow

Face:

1/8" Acrylic

Letter Interior:

Gloss White

Illumination:

LED

Mounting:

Studded Letters

Owner/Landlord Approval _____

SIGNS:UNLIMITED
communicate your identity

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SITE PLAN

TAKE 5

OIL CHANGE

688 W Bankhead Hwy
Villa Rica, GA 30180

INITIAL LAYOUT:

September 8, 2021

REVISIONS:

09/13/2021

I
II
III
IV
V



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UL File #E225670

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SITE PLAN

FRONT SIGNAGE:
CAN, "OIL CHANGE •
STAY IN YOUR CAR"

SIDE A SIGNAGE:
CAN

REAR SIGNAGE:
"STAY IN YOUR CAR"

SIDE B SIGNAGE:
CAN

Owner/Landlord Approval _____

6801 Mount Hermon Church Rd, Ste C, Durham, NC 27705 • (P) 919-552-8689 • (F) 919-557-1322

SIGNS:UNLIMITED
communicate your identity



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-07-22 – Variance Request From Table 7.6/Section 7.03(2)(vii)

CITY COUNCIL AGENDA DATE: May 10th, 2022

DATE: April 28th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: RBE Holdings, LLC of Lithia Springs, Georgia is requesting a variance from Section 7.03(2)(vii)/Table 7.6 in order to install a driveway at a distance of 242' from the nearest intersection, whereas 600' is required.

BACKGROUND: The applicant proposes to construct a new office headquarters for Wayfield Foods on the site and is requesting a single variance in order to utilize the site. The ordinance requires a 600' distance between a driveway for a commercial or industrial use and the nearest intersection on arterial roadways. That is fundamentally impossible as the property frontage is less than 600'. The applicant is therefore requesting to place the driveway in a location that is 242' from the intersection with Florence Circle.

STAFF RECOMMENDATION:

Variance: APPROVAL

Reasons: The property is undevelopable as a commercial parcel without relief from the requirements within Section 7.03(2)(vii)/Table 7.6. The proposed distance of 242' is considered adequate by staff.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

- (1) I move to approve the variance request to place the driveway entrance at 242' from the Florence Circle intersection along Highway 78, as shown on the submitted variance exhibit.



April 27th, 2022

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

Re: Planning Report
RBE Holdings, LLC.
VA-07-22
15021 Veteran's Memorial Highway
Land Lot 145, District 2, Section 5
Parcel # V07 0110216
Acreage: 0.56
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Shirley Hillsman
City of Villa Rica, Douglas County, Georgia

Dear Mrs. Doyal:

RBE Holdings, LLC (the Applicant) seeks a variance from Section 7.03/Table 7.6 of the Villa Rica Zoning Ordinance, which requires a distance of at least 600' between the centerline of the driveway and the nearest intersection. The applicant is proposing a 242' distance to Florence Circle. The applicant is proposing to construct a new headquarters for Wayfield Foods. The variance is outlined in Section D.

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

1. Application for a Variance, dated April 7th, 2022 (1 pages);
2. Variance Exhibit, dated April 7th, 2022, signed and sealed by Robert F. Bullard of Bullard Land Planning (1 sheet);
3. Applicant Letter of Intent, prepared by Greg Edenfield (Owner/Applicant), dated April 7th, 2022 (1 page);
4. Executors Deed, signed by James S. Chadwick and Phillip D. Chadwick (Executors), dated December 20th, 2021.



A. Existing Conditions

The subject property is located south of Veterans Memorial Highway (S.R. 78) and west of Florence Circle. The parcel has frontage along Veterans Memorial Highway consisting of approximately 508', and frontage along Florence Circle measuring approximately 348'. The property is almost entirely flat and does not consist of any bodies of water.

The parcel is currently zoned Commercial Low-Density (C1) and features a condemned single-family home. The parcel does not border a city boundary/unincorporated area and is located in the Douglas County portion of the city. The parcel is entirely surrounded by C1 zoned land on all sides. The surrounding properties consist of residential and industrial uses.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C-1)	Urban Village
East	Commercial Low-Density (C-1)	I-20 Gateway Conservation/Open Space
South	Commercial Low-Density (C-1)	Conservation/Open Space I-20 Gateway
West	Commercial Low-Density (C-1)	Urban Village



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

B. Site History

The parcel is currently unutilized and features a dilapidated and condemned single-family home on the property. It appears that the property has been abandoned for a considerable amount of time. The property was rezoned from General Commercial (GC) in the Unified Development Code (UDC) to Commercial-Medium Density (C2) during the citywide rezoning effort in 2020, which was a lateral change in zoning.



C. Proposed Development

The applicant is proposing to construct a new office headquarters for Wayfield Foods, which will require an entrance drive onto the property. The city's zoning ordinance requires that all entrance drives on arterial routes to be setback at least 600' from the nearest intersection. Because the property only has 508' of frontage along Veterans Memorial Highway, and only 348' of frontage along Florence Circle, the applicant is requesting a variance for this section of the code (Section 7.03/Table 7.6).

Flood Plain

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

National Flood Hazard Layer FIRMette

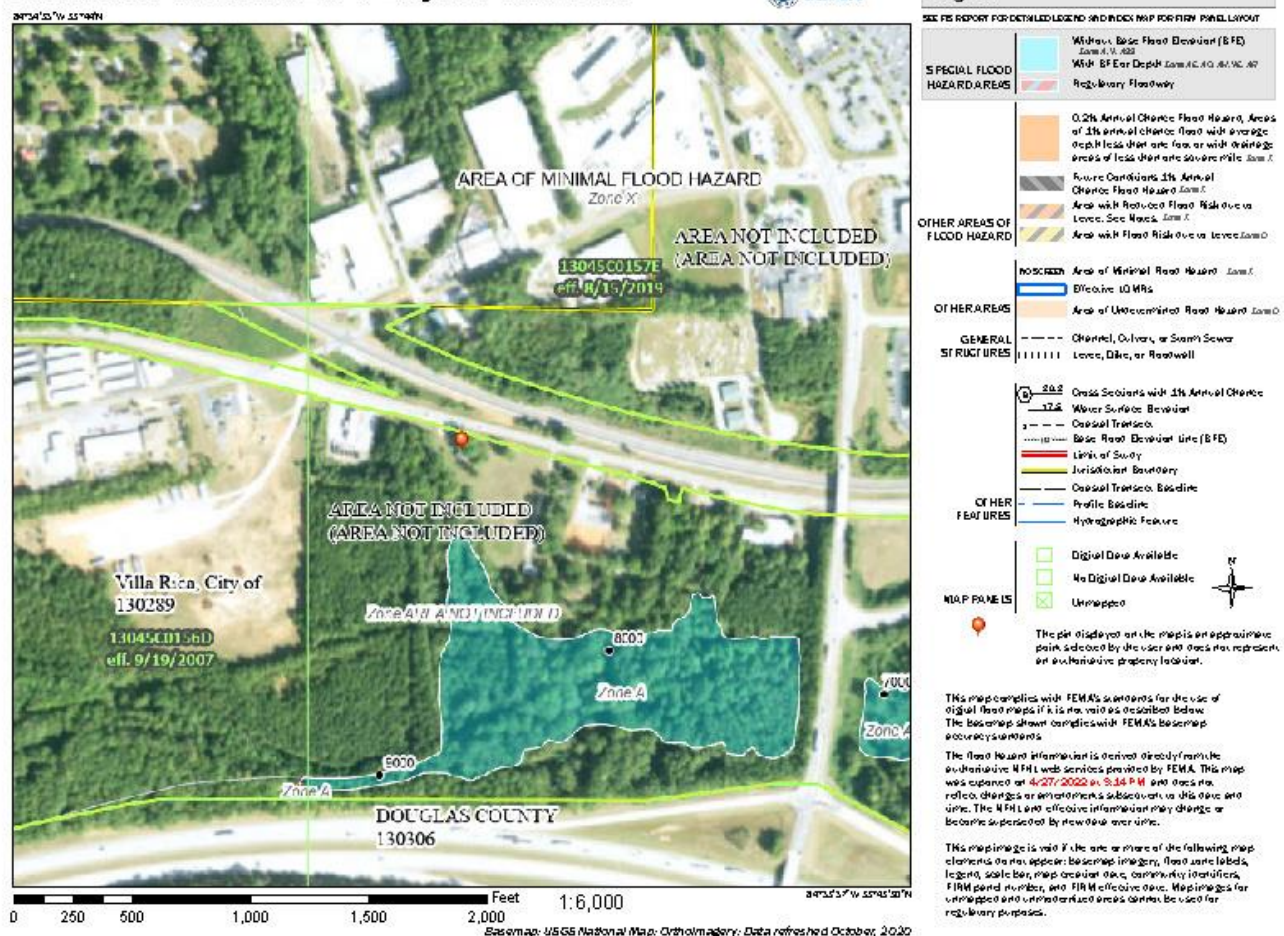


Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant's stated reasons for not complying with Section 7.03/Table 7.6 has been outlined above in Section C.

The Applicant has requested variance relief for the following:

1. Section 7.03(2)(vii)/Table 7.6: Driveway Separations. Driveway locations shall conform to the requirements for separation in Table 7.6: Minimum Distance from Drives to Nearest Intersection.

Table 7.6: Minimum Distance from Drives to Nearest Intersection		
Note: Distance is measured from centerline to centerline		
Street Type	Residential Driveway	Non-Residential Driveway
Arterial	300'*	600'
Collector	200'*	200'
Local	100'	100'
Subdivision	75', with maximum of one per lot	N/A

* It is the intent of this ordinance to avoid residential driveways directly on arterial streets. When such driveways are necessary, it is preferable to have a minimum number of access points. Therefore, in some cases, it may be preferable to located two driveways immediately adjacent, rather than to use the recommended separation.

The applicant proposes to construct the driveway 242' from the Florence Circle intersection, whereas 600' is required for all arterial roadways.

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 the applicant not having enough frontage to construct the driveway to code. Staff could not identify any detriments from an approval of the requested variance, as the driveway is not proposed to be located in a site triangle, and no intersection or driveway visibility issues are anticipated. A benefit to the issuance of the variance would be that the site would be considered usable for its intended zoning (commercial). Staff notes that without the variance, the applicant would not be able to utilize the property for commercial purposes, which the property is zoned for.



The Future Land Use Plan prescribes “I-20 Gateway Activity Center” and the “Conservation/Open Space Character Area” as future land uses for the parcels. The intent of the I-20 Gateway Activity Center is as follows:

“Enhance entrances into the city from I-20 and facilitate access to goods and services to serve residents and commuters. Create employment opportunities where a location benefits from interstate proximity and available infrastructure. In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments.”

The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The nature of the variance does not impact the intents of the Comprehensive Plan, as the activity center is aimed at enhancing entrances to the city and providing a sense of arrival. The new development will accomplish this goal, along with providing robust employment opportunities should the variance be granted.

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 ordinance's requirements will result in a practical difficulty in providing access to the site, since the frontage of the property would not allow for a



driveway onto the site and meet the ordinance requirements. Because this lot is a pre-existing, legal nonconforming lot that existed prior to the passage of the ordinance, and because the site would be considered zoned into inutility should the variance be denied, the variance request is not considered self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variance: APPROVAL

Reasons: The property is undevelopable as a commercial parcel without relief from the requirements within Section 7.03(2)(vii)/Table 7.6. The proposed distance of 242' is considered adequate by staff.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on April 26th, 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, no residents have contacted the city objecting to the proposed variances.

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

Very truly yours,

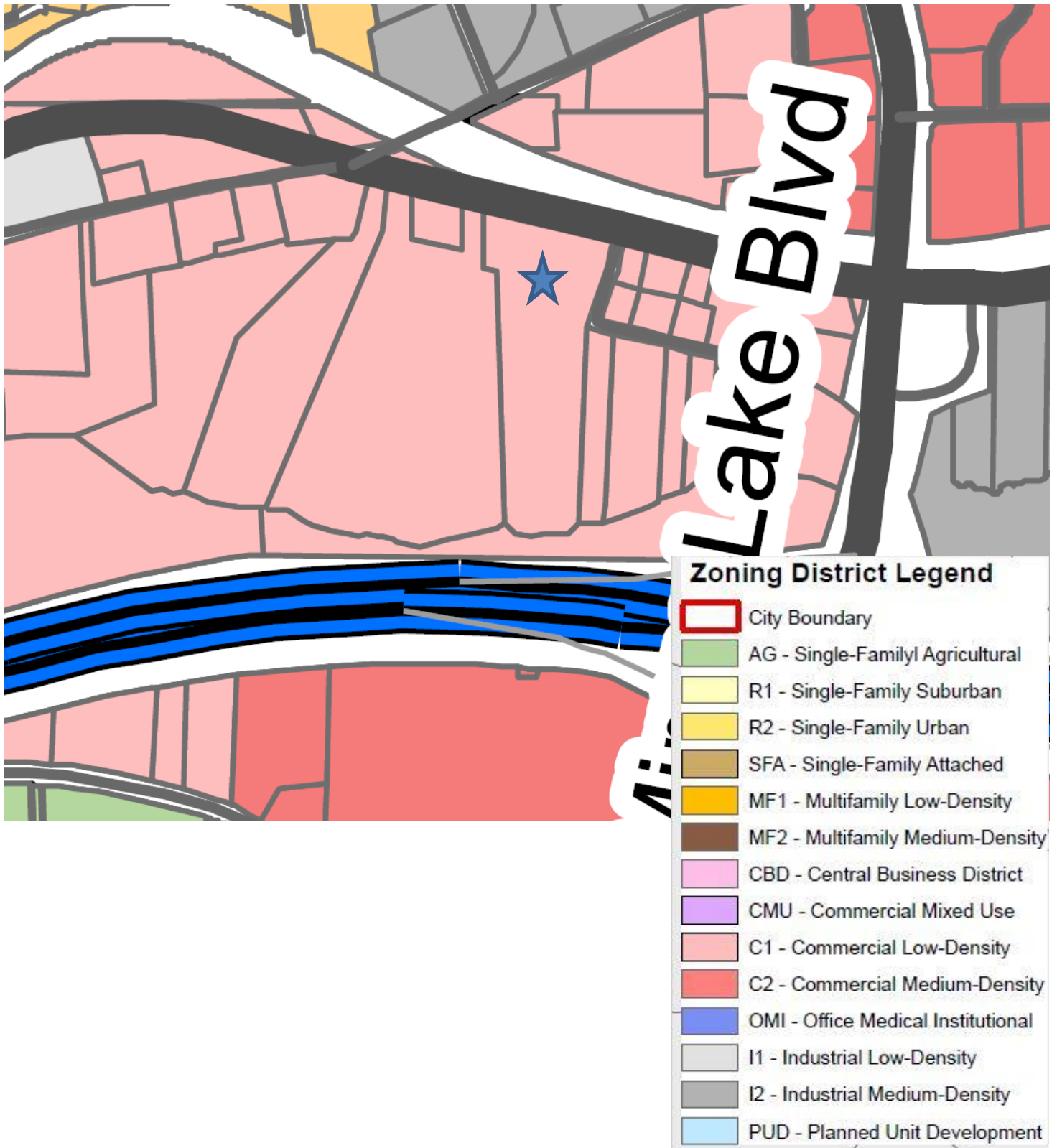
Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
Tracy Jarvis, Community Development Director/City Engineer (via email)

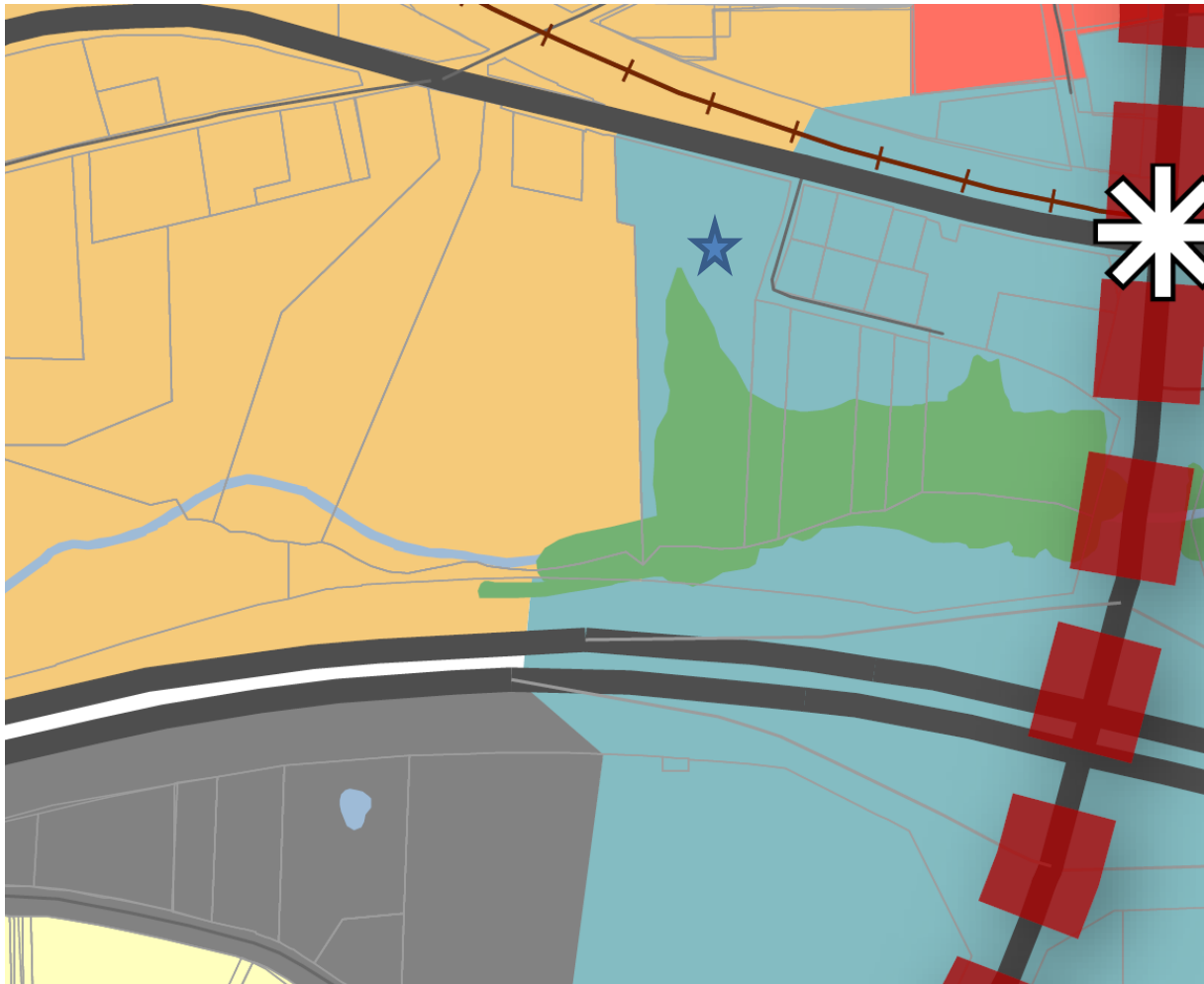


Villa Rica Zoning Map:





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





APPLICATION FOR
VARIANCE/APPEAL

RECEIVED
4-8-22

☐ 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: 04-07-22

APPLICANT

Applicant Name: RBE Holdings LLC

Address: 420 Thornton Rd Ste 101 City: Lithia Springs State: Ga Zip: 30122

Phone: (404) 918-4717 Fax: () - Email: gedenfield@wayfieldfoods.com

Agent Name: Bullard Land Planning

Address: 3790 Cannonwolde Dr City: Snellville State: Ga Zip: 30039

Phone: (678) 344-1293 Fax: () - Email: blpbobby@bellsouth.net

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: 15021 Veterans Memorial Hwy

I, Greg Edenfield, 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.

Greg Edenfield
Signature of Applicant

4-7-22
Date

RBE Holdings LLC
420 Thornton Rd Ste 101
Lithia Springs, Ga. 30122

City of Villa Rica
Planning & Zoning
571 West Bankhead Hwy
Villa Rica, Georgia 30180
678-840-1238 Of

RE: Letter of Intent
Subject Parcel **01450250013**
15021 Veterans Memorial Hwy
Villa Rica, Ga. 30180
April 7th, 2022

To Whom It May Concern,
Enclosed is an application for a variance related to the above referenced subject property. The subject property is zoned C-1. The proposed development is a home office for Wayfield Foods.

We would like to ask for the following variance related to "Variance Exhibit" by Bullard Land Planning that is submitted with this application:

- 1) Allow proposed access driveway to be located 242 feet from the nearest intersection of Florence Circle instead of 600 feet as required by Table 7.6 from The City of Villa Rica's Code of Ordinances.

Thank you for your consideration of this variance request.

Sincerely,

Greg Edenfield

Owner & Applicant

TAX ID: 01450250013

Participant ID: 3723549315

Record and Return to:
Partnership Title Company, LLC
2921 Piedmont Road, Suite B
Atlanta, Georgia 30305
21-3680

BK 4078 PG 390 - 391

EXECUTORS DEED

**STATE OF GEORGIA
COUNTY OF DOUGLAS**

THIS INDENTURE, made this 20th day of December, 2021 between **JAMES S. CHADWICK AS EXECUTOR AND PHILLIP D. CHADWICK AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF MARY C. THOMPSON**, as party of the first part, (hereinafter called "Grantor") AND **RBE HOLDINGS, LLC, A Georgia Limited Liability Company** 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 the said Grantor (acting under and by virtue of the power and authority contained in the said will, the same having been duly probated and recorded in the Clerk of Court of COBB County, Georgia, for and in consideration of the sum of TEN AND 00/100-----(\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 145 of the Second District, Fifth Section of Douglas County, Georgia and being a portion of Lot 1, and all of Lots 2, 3, 4, 5, 6, 7, and 35, as shown on plat of survey dated March 28, 1956 and recorded in Plat Book 1, Page 332, Douglas County Records, and being more particularly described as follows:

BEGINNING at an established corner located on the southerly line of U.S. Highway 78 at a point 125 westerly as measured along said highway 78 right-of-way from the northeast corner of lot 1; thence south parallel with the east line of said Lot 1 a distance of 250 feet to a corner; thence easterly parallel with the south line of said Highway 78 a distance of 50 feet to an established corner; thence southerly and parallel with the east line of Lot 1 a distance of 925 feet, more or less to the center of a branch; thence easterly along the center of said branch a distance of 75 feet to an established corner marking the southeast corner of Lot 1 also being the southwest corner of Lot 2; thence easterly along the center of said branch 150 feet to the southeast corner of Lot 2 also being the southwest corner of Lot 35; thence easterly along the center of said branch a distance of 150 feet to the southeast corner of Lot 35; thence northerly along the east line of Lot 35 a distance of 890 feet and an established corner at the northeast corner of Lot 35; same also being the southeast corner of Lot 7; thence northerly along the east line of Lot 7 a distance of 150 feet to an established corner marking the northeast corner of Lot 7 on the south right-of-way of Highway 78; thence westerly along the south right-of-way of said Highway 78 and long the north lines of Lots 7, 6, 5, 4, 3, 2, and 1 a distance of 525 feet to the point of BEGINNING.

TAX ID 01450250013

SUBJECT to restrictive covenants and general utility easements 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: in as full and ample a manner as the same was held, possessed, and enjoyed, or might have been held, possessed, and enjoyed, by the said deceased.

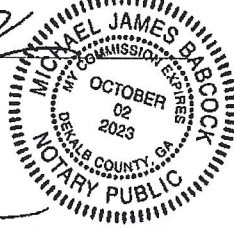
AND THE SAID Grantor covenants that Grantor has not done or suffered anything whereby the said property has been encumbered in any way, except as aforesaid, and further that Grantor is lawfully seized and possessed of the fee simple estate in and to the Property and has the lawful and good right to convey same to Grantee.

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:

J. Malone
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:



ESTATE OF MARY C. THOMPSON

James S. Chadwick
BY: JAMES S. CHADWICK
AS: EXECUTOR

J. Malone
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:

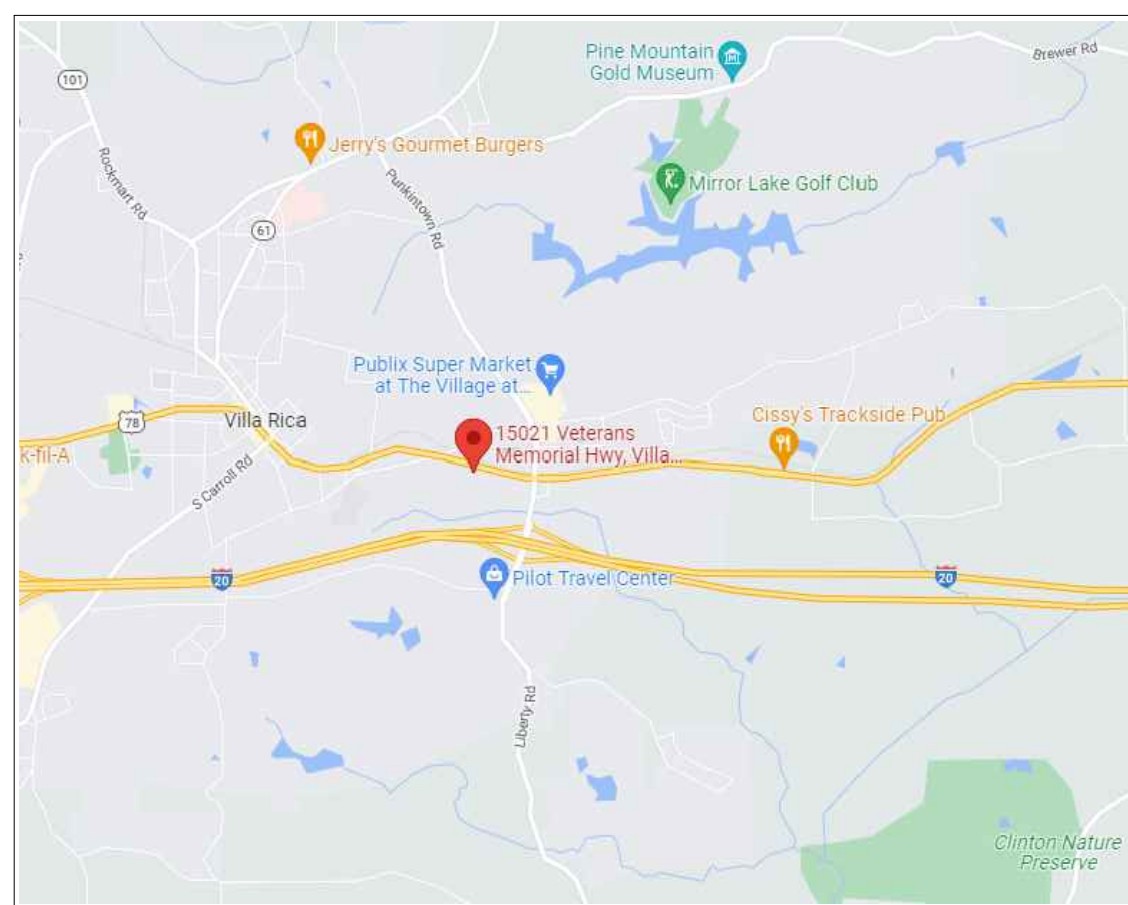


ESTATE OF MARY C. THOMPSON

Philip D. Chadwick
BY: PHILIP D. CHADWICK
AS: EXECUTOR

GRAPHIC LEGEND

	LIMITS OF DISTURBANCE
	BOUNDARY
	EX. STORM UTILITY
	EX. FENCE
	EX. SEWER LINES
	EX. OVERHEAD POWER LINES
	EX. TELEPHONE OR CABLE LINES
	EX. UNDERGROUND POWER LINES
	EX. WATER LINES



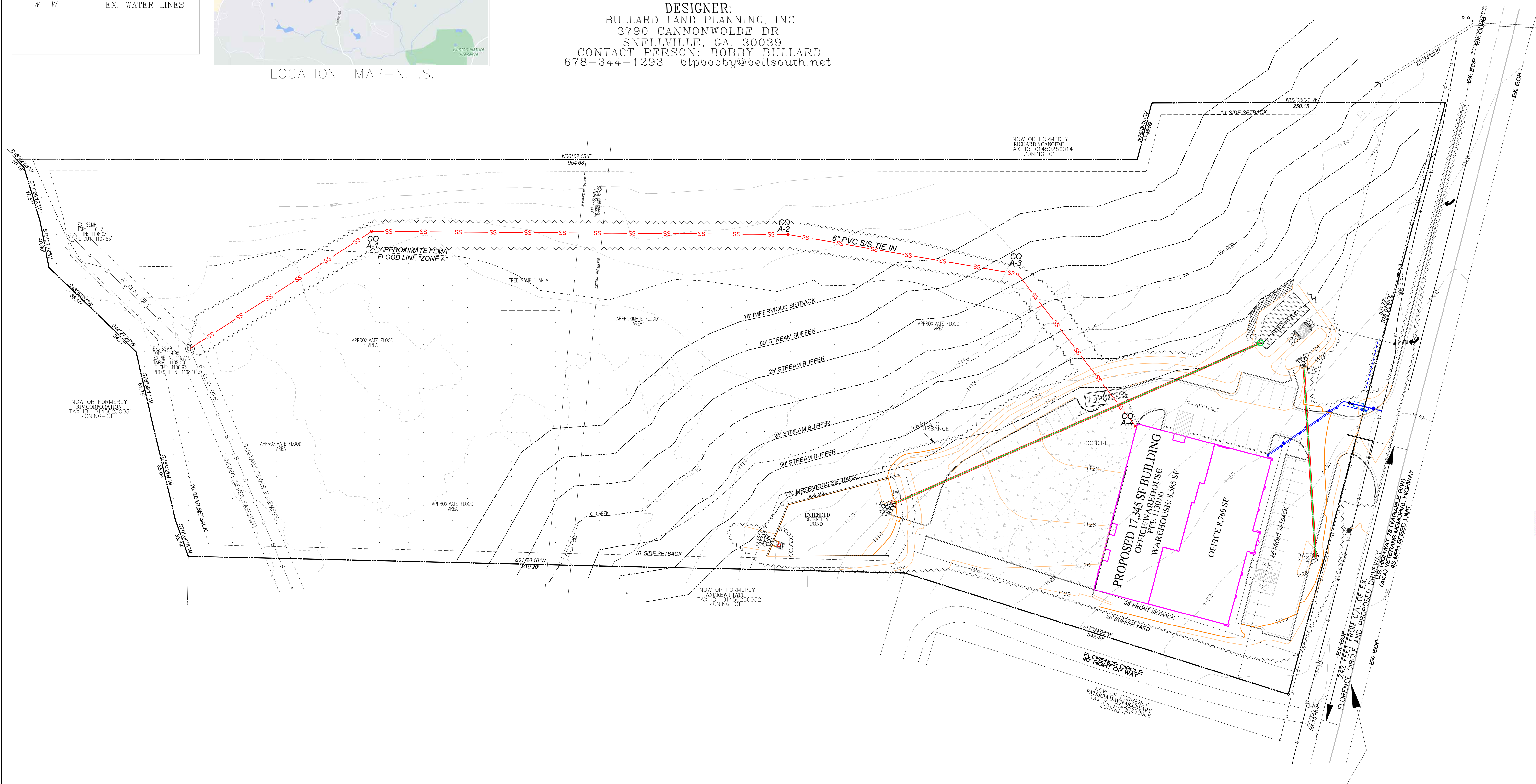
VARIANCE EXHIBIT FOR:
WAYFIELD FOODS OFFICE

OWNER & DEVELOPER:
RBE HOLDINGS LLC
420 THORNTON RD STE 101
LITHIA SPRINGS, GEORGIA 30122

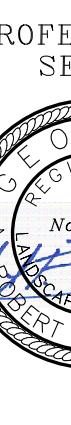
DESIGNER:
BULLARD LAND PLANNING, INC
3790 CANNONWOLDE DR
SNELLVILLE, GA. 30039

CONTACT PERSON: BOBBY BULLARD
78-344-1293 blpbobby@bellsouth.net

PROJECT DESCRIPTION-SCOPE OF WORK
15021 VETERANS MEMORIAL HWY
TOTAL AREA: 9.27 ACRES
PROPOSED SITE USE - HOME OFFICE FOR GROCERY STORE BUSINESS
ZONING: C-1



VARIANCE REQUESTED FROM SECTION 7.03 (TABLE 7.6) RELATED TO MINIMUM DISTANCE FROM DRIVES TO NEAREST INTERSECTION. REQUEST TO ALLOW DISTANCE OF 242 FEET FROM PROPOSED DRIVE TO NEAREST INTERSECTION WITH EXISTING FLORENCE DRIVE INSTEAD OF THE REQUIRED 600 FEET LISTED IN TABLE 7.6. THE TOTAL FRONTAGE OF THE ENTIRE PROPERTY IS ONLY 521 FEET WHICH WOULD NOT ALLOW A DRIVE UNDER SECTION 7.03 (TABLE 7.6).

REVISION LOG:	
NO.	DATE
REMARKS	
PROJECT NAME & ADDRESS	
WAYFIELD FOODS OFFICE 15021 VETERANS MEMORIAL HWY VILLA RICA, GEORGIA 30180	
 BULLARD LAND PLANNING 3790 CANNONWOLDE DR. SNELLVILLE, GEORGIA 30039 CONTACT: BOBBY BULLARD (678) 344-1293~(770) 978-8857 FAX btpbobbj@bellsouth.net	
PROFESSIONAL SEALS 	
SCALE: AS SHOWN	
JOB NUMBER: 22-2094	
DATE: 04-07-22	
SHEET TITLE: VARIANCE EXHIBIT FOR: WAYFIELD FOODS OFFICE	
SHEET NUMBER: C1	



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Police Department and Courthouse Generator Project
AGENDA DATE: May 10th, 2022

DATE PREPARED: 4/28/2022
PREPARED BY: Nic Griffin

AMOUNT: \$85,500.00
GL ACCOUNT #: 350-3210-542500
FUNDING SOURCE: GF
BUDGETED ITEM? Yes

PURPOSE: To install a 175KW Yancey Generator at the Police Department and Courthouse that will supply the entirety of the buildings with power during an outage.

BACKGROUND: In the past years, the courthouse and the Police department has had separate generators supplying the buildings with back-up power. Both of these systems are more than 15 years old. These systems only supply a variety of receptacles and lights with power during an outage. Last year, an integral component of the Police Department's generator failed.

Unfortunately, this component that failed is completely obsolete and deemed the generator as a unit that is not repairable in the capacity the system required.

The City of Villa Rica has already purchased the generator. This item is for the installation of the purchased generator.

Staff has engaged with an electrical engineer to create stamped plans for the installation of the generator and conduit routing.

Staff put the installation of the generator out for bid and hosted a pre-bid meeting.

There were three companies that chose to bid on this project. During the pre-bid meeting, we asked each company to bid on the project as if it were a completely new installation so that we can have each company bid on the exact same scope. After the project is awarded to the chosen company, City staff will have meet with the company and see if some of the material that was equipped with the old system can be re-purposed to save the City some money on expenses. We strictly asked each company not to include any re-purposed material that is currently installed such as conduit, junction boxes, raceways, etc.

Staff received three bids for this project. Herr industrial was the lowest bidder but included exclusions that City staff requested everyone not to. One of these exclusions was "replacement of existing material". City staff emailed the company asking for clarification and resubmittal from this company but has not received a response. Due to the proposal including this exclusion and more, City staff has deemed their proposal invalid.

The second lowest bidder comes from Coopsons, LLC.

Company	Quote
Coopsons, LLC	\$85,500.00
Peavy Enterprises Inc.	\$94,773.00
Disqualified Herr Industrial	\$72,777.00

STAFF RECOMMENDATION: Staff recommends engaging Coopsons, LLC for the installation of the City supplied Yancey generator. Staff has included the RFP scope of work in this item as well as all bids received.

IMPACT: This generator installation will provide steady power to the entirety of the Police department and Courthouse during emergency situations that result in an outage.

MOTION: I move that we authorize the City manager to engage with Coopsons, LLC to install a 175KW natural gas generator set for the amount of \$85,500.00.



REQUEST FOR QUOTE – Police Department and Courthouse Generator Project

PROPOSAL NUMBER: Q4900-004BP | ISSUE DATE: March 3rd, 2022

The City of Villa Rica Building and Project Department seeks quotes for a generator to replace existing smaller generator to entire system capable unit. This generator will be located at the Police Department: **Villa Rica Police Department** 101 Main Street Villa Rica, GA 30180. All quotes must be received no later than 12:00 pm on Friday, April 8th, 2022. Early and emailed submissions will be accepted. There will be a mandatory pre-bid meeting on March 28th, 2022. This meeting will be on-site, behind the Police department where the generator will be installed.

Submit proposals to:

City of Villa Rica – Community Development

Attn: Nic Griffin, Project Manager

Reference No. Q4900-004BP

1605 HWY 61

Villa Rica, Georgia 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. The ability, capacity and skill of the bidder to perform the contract.
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor.
3. The quality of performance on previous contracts.

For any questions, please email or call: Nic Griffin,

Building and Project Manager

Email: Dgriffin@villarica.org

Cell: 470-725-2701

Scope of Work: (Refer to stamped plans E1 and E2. Generator set specification sheet is available as well as complete submittals.)

History: The Police department and Courthouse had/has two individual generator sets that supplied each facility with a limited amount of backup energy. The City of Villa Rica is requesting quotes for the replacement of both generators with a single 175 KW generator (supplied by the City of Villa Rica). **The detailed specification and scope of work is included in the Electrical Engineered, stamped plans. Please refer to these plans before meeting on-site with the project manager.** These plans will be attached to the RFP documents. PDF and hard copies of these plans will be available at 1605 Highway 61, Villa Rica, Georgia 30180.

- To pour and expand the current concrete curb that is located behind the Police department.
- To install one, supplied, new Caterpillar Model DG175 Packaged Natural Gas Engine driven Generator set standby, 218 kVA, 0.8 PF, 120/208 Volts 3 phase, 60 Hertz at 1800 rpm, Per the electrical engineer's site plan and specification.
- To install one, supplied, new ATS rated at 600AMPS, 3 pole, SE rated NEMA 3R enclosed with 7 Day automatic generator exerciser. Voltage is 120/208.
- The Location for the new generator will be placed in the same location as the previous generator unit and existing gas supply was located. The location for the ATS is described and listed on the plans. The existing curb will be too small and will have to be expanded as described above.
- Factory covered start up and warranty submittals will be provided by Yancey Power Systems.
- Any land or site disturbance shall be repaired to as it was before work began.

*Note: This project will not be considered complete until full scope of work listed on the engineered plans is followed.

*Note- The Generator set is scheduled to be shipped on and received by The City of Villa Rica on May 9th, 2022.

*Attendance to the pre-bid meeting will be required before bid submittal. The Electrical Engineer will meet on-site along with the Project manager.



Coopsons LLC

P.O.Box 1515
Newnan GA 30264
770.502.1889

OFFICE

DATE

CONTRACTOR City of Villa Rica

SITE ADDRESS 101 Main Street

CITY/STATE/ZIP Villa Rica Georgia

EMAIL

CONTACT Nic Griffin

PROJECT City of Villa Rica Building and Project Department – Police Department and Courthouse Generator Project

QTY	DESCRIPTION	AMOUNT	TOTAL
	pour and expand the current concrete curb that is located behind the PD Install supplied Caterpillar Generator set per speck install one supplied ATS 600 amp rated switch Install 7 day automatic generator exerciser be on location for start up by Yancey Power Systems Generator installation per speck, Gen pad enlargement , relocation of Courthouse service Installation of New Feeder from disconnect to existing distribution panel in PD Installation of New Feeder from the courthouse back to the existing distribution PD panel Installation of New Feeder from Generator unit to new ATS Installation of controls from Generator unit to new ATS Installation of 120v power circuit to pad per specks		
	Material : and other Expenses for the Job material for the installation of new feeders per specks that were given concrete pad cable puller lift rental clean up		
	** quotes for wire I was given the note the material quotes are good for one day so upon acceptance of quote will have to get wire re-quoted		
	Total Quote	\$85,500.00	

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q4900-004BP | ~~Generator~~ ^{GENERATOR} Replacement
Project

City of Villa Rica

Company Name: COOPSONS LLC

Street Address: 529 BALSDALE RD

City/State/ZIP code: SHARPSBURG GA 30277

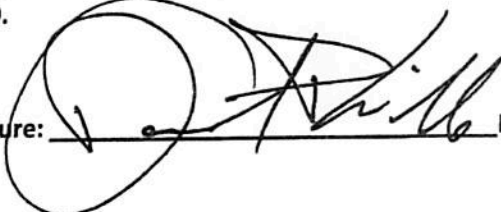
Primary Contact: DANIEL WIBLE

E-mail Address: DANIEL@DPWE.BIZ

Phone Number: () 770 502 1889

Cell Phone Number: () 678 - 378 - 2711

I acknowledge that this quote pertains to installing one City supplied Caterpillar Model DG175
Packaged Natural Gas Engine Driven Generator Set Located at 101 Main Street, Villa Rica, Georgia
30180.

Signature:  Date: APRIL 5 2022

Peavy Enterprises Inc.

728 Caravan Ct
 Villa Rica, GA 30180 US
 (404) 408-4211
 robert@peavyenterprises.com
 http://www.peavyenterprises.com

**Estimate****ADDRESS**

City of Villa Rica Community Development (Nic Griffin)
 1605 Hwy 61
 Villa Rica, Ga 30180

ESTIMATE 1042
 DATE 04/14/2022
 EXPIRATION DATE 05/31/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Generator Replacement - To install a new (customer provided) 600 AMP ATS switch for new generator installation. - The existing Police Station service to remain intact and undisturbed - Install new service to the new customer provided ATS per drawings provided. - Install new 600 AMP service to existing Police Station MDP panel. This run will consist of 2- 3" rigid conduits and 4-0 runs of 230 KCMIL with 34 ground per customer provided drawings. Existing service to possibly be re-used. - Install new alternate standby power to customer provided generator from customer provided ATS. This run will consist of 2- 3" rigid conduits and 4-0 runs of 230 KCMIL with 34 ground per customer provided drawings. - Install new 1" conduit from ATS to Generator for generator control wiring - Install new 1" conduit from ATS to Generator for MISC power circuits per customer provided drawings. - Pour and expand current concrete pad to specifications on the supplied drawings and connect to existing concrete with rebar dowels. 3000 psi - Equipment rental has been included. -	1	94,773.00	94,773.00
	Exclusions / Clarifications - All work to be performed during normal business hours 7AM- 5PM. - Once installation is complete a 50% draw of the total cost will be requested. - All permits required have been included.	1	0.00	0.00

Proposal

Job: Villa Rica Generator
Quote Number: 22.4.VRG.01
Revision:
Date: 4/8/2022

Quoted By:
Jeb Steadham 385-419-8551
Lauren Clinton 404-594-6245
jeb@herrindustrialinc.com
lauren@herrindustrialinc.com



ELECTRICAL, MECHANICAL,
AND GENERAL CONTRACTORS
EN217486 / GCCO007022 / UC302609

Electrical Proposal	Total
Total Lump Sum Electrical	\$ 72,777.00
As per Sheets E1 & E2	
Includes the following:	
Installation only of new generator & ATS (furnished by others)	
Generator Pad Modifications / Extension	
Generator grounding	
(1) New 225A Circuit Breaker for Existing Panel MDP	
(2) New 20A / 1P Breakers for Battery Charger & Heater	
New NEMA 3R J-Box	
Gutting of existing ATS for use as j-box	
Conduit & wire as detailed in Schedule on Sheet E2	
Underground conduit to be direct-buried PVC 40; exposed to be RGS	
Conductors to have THHN insulation	
Specifically excludes the following:	
Davis-Bacon wages	
Electrical System Analysis Studies (Arc Flash, Coordination, Short Circuit)	
Replacement of existing materials	
Concrete encased duct bank	
Notes: No power company OR Phone/Data company costs or permitting included	
Backfill included, full compaction tests excluded.	
No concrete/asphalt cutting/repairs included (unless otherwise noted).	
Dumpster provided by others	
Core drilling not included.	
No finish work, i.e.: drywall repairs, sodding/repair of grass, etc.	
No traffic control included	
Private locates completed by others.	
Parking / Jobsite accessibility must be available at no extra cost to Herr Electric	
Grand Total	\$ 72,777.00

This Document shall serve as a contract between Peavy Enterprises Inc and the City of Villa Rica for the above scope and price. If agreeable please sign and return to schedule.

Thank you!

TOTAL

\$94,773.00

Accepted By

Accepted Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Main Street Advisory Board Appointment
AGENDA DATE: 5.10.22

DATE PREPARED: 4.22.22
PREPARED BY: Janet Chumley

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

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

BACKGROUND: The Main Street Advisory Board currently has one open position with the resignation of Stephanie Warmoth as of 3.4.22. The position was listed as an open position on the city's website and the Main Street website at www.downtownvillarica.com.

The City Clerk's office received an application from Melissa Hill on 3.17.22. Melissa and her husband Andy, own Plaza Home Care in downtown Villa Rica. The MSAB voted in the April meeting and unanimously chose Melissa Hill to replace the vacated position of Stephanie Warmoth. Mrs. Warmoth was currently serving a three-year term, which Miss Hill would serve the remainder 5.10.22 until 12.31.23.

STAFF RECOMMENDATION: Staff is recommending to appoint Melissa Hill to fill the vacated position and serve the remainder of a three-year term from 5.10.22 until 12.31.23.

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

MOTION: I make a motion to appoint Melissa Hill to fill the vacated position and serve the remainder of a three-year term from 5.10.22 until 12.31.23.

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

I believe I can add value to MSAB by bringing new ideas, serving the community and working with a team of people to move goals forward.

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

APPLICANT STATEMENT

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



Signature

Melissa Hill

Printed Name

3-17-22

Date

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

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

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

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street (MSAB)

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

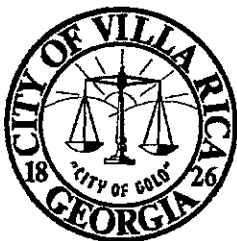
d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

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:



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: Melissa Hill

Occupation: Medical Equip. Supplies Employer: Plaza Home Care

Home Address: 336 W. Church St. City: Villa Rica Zip: 30180

Home Phone: (770) 317-1938 Home E-Mail: —

Work Phone: (770) 459-2999 Work E-Mail: melissa@plazahomecare.com

Cell Phone: (770) 317-1938 Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) Plaza Home Care 220 W. Wilson St. Villa Rica



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Alcohol License Agreements with Uncorked on Main – 2022 summer concert series at The MILL Amphitheater.

AGENDA DATE: 5.10.22

DATE PREPARED: 4.22.2022

PREPARED BY: Janet Chumley

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: none

BUDGETED ITEM? n/a

PURPOSE: License agreement with Uncorked on Main and the City of Villa Rica to provide the sale of beer and wine at the Villa Rica Main Street summer concert series for 2022 at The MILL Amphitheater.

The four concert events listed below are what we are asking approval for to serve beer and wine at The MILL Amphitheater:

1. Summer Concert #1 Saturday, June 4
2. Summer Concert # 2 Saturday, July 9
3. Summer Concert #3 Saturday, August 6
4. Gold Rush Summer Concert Friday, September 9

BACKGROUND: Villa Rica Main Street is entering into a new partnership with Uncorked on Main in providing beer and wine for all alcohol approved events at The MILL Amphitheater. Staff did reach out to the Olive Tree, who have done it in the past, their wish was to take a year off from the agreement. Like Olive Tree, Uncorked on Main is a great community partner as well. City council approved in the April council meeting for Uncorked to serve beer and wine at the 2022 West Georgia Jazz Festival.

STAFF RECOMMENDATION: Staff recommends using Uncorked on Main be used for the purpose of providing beer and wine sales at the June 4, July 9, August 6 and September 9 Summer Concert series at The MILL Amphitheater.

IMPACT: The ability to serve beer and wine at The MILL Amphitheater enhances the experience of our concerts as the community has always requested us to serve alcohol during the concerts.

MOTION: I make a motion that we approve the license agreements with Uncorked on Main to be used for the purpose of providing beer and wine sales at the June 4, July 9, August 6 and September 9 Summer Concert series at The MILL Amphitheater.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Georgia Conservancy Contract – Villa Rica Placemaking and Alleyway Activation Program

AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022

PREPARED BY: Janet Chumley

AMOUNT: \$5,500

GL ACCOUNT #: 275-7540-572010

FUNDING SOURCE: Product Development Funds/General Fund

BUDGETED ITEM? Yes

PURPOSE: Seeking the City Council's approval to enter into a contract with the Georgia Conservancy for the Villa Rica Placemaking and Alleyway Activation Program (PAAP) for \$5,500.

BACKGROUND: The City applied for the Atlanta Regional Commission's Community Development Assistance Program (CDAP), which offers technical assistance from either ARC or any of their program partnerships. The assistance is paired with the organization best suited to help the jurisdiction with their particular project or program. Based on previous awards, we advanced the downtown Placemaking and Alleyway Activation Program. This program was started in 2019 and was shelved due to timing of the pandemic in 2020.

The city applied for the CDAP and was selected for project assistance. The Atlanta Regional Commission has paired the City with the Georgia Conservancy, an organization with an extensive history of providing education and technical assistance to communities across Georgia in the realm of sustainable growth. In recent months, we completed a similar placemaking-focused engagement with Douglas County's character area of Lithia Springs. The project for Villa Rica will also incorporate elements used in the Tucker Alleyway Activation Program completed last year.

The Villa Rica Placemaking and Alleyway Activation Program seeks to incorporate the work we began in 2019 and take it to a new level to identify opportunities to use public art, public spaces, private alleys, and customized themes and signage for downtown Villa Rica. The PAAP is the advancement of our first LCI implementation projects – page 95, # 01-11, 01-12-, and 01-13. The scope of work and team bios are attached to the supporting documents with this agenda cover.

STAFF RECOMMENDATION: No public hearing is necessary for this agenda item, and staff recommendation is for approval of the contract between the City of Villa Rica and the Georgia Conservancy for the Villa Rica Placemaking and Alleyway Activation Program.

IMPACT: The approval of the contract initiates an important first step in the implementation of the City's LCI program. Downtown placemaking is crucial to how the central business district is visually defined, and what contribute to a unique sense of place that resonates with visitors and makes them want to return to eat, shop, play, live, and open businesses. The Villa Rica Placemaking and Alleyway Activation Program has the potential to build the community identity that leaves downtown Villa Rica as a destination location for decades forward.

MOTION: I move to approve the contract between the City of Villa Rica and the Georgia Conservancy for the Villa Rica Placemaking and Alleyway Activation Program.

230 Peachtree Street NW
Suite 2275
Atlanta, GA 30303
tel 404.876.2900
georgiaconservancy.org

April 28, 2022

Mr. Chris Montesinos
Special Projects Director
Office of the City Manager, City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180



PRESIDENT
Katherine Moore*

Dear Mr. Montesinos,

BOARD CHAIR
Mark S. Berry, Douglasville*

Georgia Conservancy, Inc. is pleased to be of service to the City of Villa Rica in the formulation of its Placemaking and Alley Activation Plan. We are excited by the prospect of deepening our partnership with the Atlanta Regional Commission's Community Development Assistance Program, through which this opportunity was organized.

BOARD OF TRUSTEES
Felicia Adkins, Canton*
Brent Beatty, Atlanta
Fred Daniels, Jr., Atlanta
Hardie Davis Jr., Hephzibah
Nick Donkar, Atlanta
Richard S. Downey, Atlanta*
Patrice T. Francis, Atlanta*
Jennifer Gilmer, Atlanta*
Virginia Harman, Cave Spring*
John Hutchins, Atlanta
Byron Kirkpatrick, Atlanta*
Mike LaFerle, Marietta
Tim McKinley, Atlanta*
Chris Miller, LaGrange*
Robert Morris, Tybee Island
PJ Newcomb, Decatur
Amanda Brown Olmstead, Atlanta
Russ Pennington, Brookhaven*
Stacy Shailendra, Atlanta
W. Michael Stubbs, Macon
Charles Thomas, Mableton

Our organization has an extensive history of providing education and technical assistance to communities across Georgia in the realm of sustainable growth. In recent months, we completed a similar placemaking-focused engagement with Douglas County's character area of Lithia Springs. We are delighted and energized by the opportunity to bring that expertise to the City of Villa Rica.

The attached scope outlines three major tasks and subtasks, with approximate timelines for each. Please review the scope of work and notify our office if you would like us to make adjustments. Should you and the City Council find the scope reflective of the City's needs, please sign, date, and return to me to initiate our work.

Again, we appreciate the opportunity to be of service.

ADVISORY COUNCIL
Claire L. Arnold, Atlanta
Braye Boardman, Augusta
Joel Cowan, Peachtree City
Ann Q. Curry, Atlanta
C. Edward Dobbs, Atlanta
Amir Farokhi, Atlanta
Elliott Levitas, Atlanta
J. Lacey Lewis, Atlanta
Hank Linginfelter, St. Simons Island
Leopoldo Miranda, Marietta
Joe Montgomery, Rome
Marci Collier Overstreet, Atlanta
Ron Shipman, Macon
Laura Turner Seydel, Atlanta
Jim Timmons, Atlanta

Sincerely,

Katherine Moore
President
Georgia Conservancy

*Executive Committee Member

April 28, 2022

CITY OF VILLA RICA

in partnership with Villa Rica Main Street



GEORGIA CONSERVANCY

Sustainable Growth Program Planning Services

Proposal: Villa Rica Placemaking and Alley Activation Plan

The City of Villa Rica seeks technical assistance in creating a Placemaking and Alley Activation Plan to support the revitalization, vibrancy, and economic development of downtown Villa Rica. The desire for this plan is a natural extension from the City's recently completed Livable Centers Initiative study, which identifies alley activation and public art as two potential assets with tremendous benefits for community aesthetics, economic activity, and quality of life. The plan will function as a blueprint which city and community leaders can follow when building an independent and self-propelling Placemaking and Alley Activation program.

Georgia Conservancy (GC) has discussed the needs of City staff; with their collaboration, a plan framework has been established. The Placemaking and Alley Activation Plan will utilize the City's downtown property conditions assessment, already completed, to analyze potential locations for placemaking and public art installations, with visual examples of how installations could transform certain spaces. The Plan will also document in-depth case studies of alley activations in Georgia peer cities from which Villa Rica may take inspiration. Lastly, the project team will build out a procedural list of implementation steps for city and community leaders to follow, along with potential funding resources at the city's disposal.

Georgia Conservancy is pleased to assist City staff with this project. Throughout the process, Georgia Conservancy will engage with city leadership and other members of the project team to ensure that the final product advances community objectives. Below is a specific list of project components the GC team proposes to undertake.

PROJECT COMPONENT I: RESEARCH AND VISUALIZATION (5 months)

ASSET MAPPING Using the City of Villa Rica's existing conditions assessment, knowledge of downtown, and technical resources, as well as the recently completed LCI study, the project team will engage in various research tasks that support the creation of an asset map for the project area, as well as potential placemaking and public art interventions that utilize those assets. Visual mock-ups will also be provided to help city leaders envision the possibilities of each space.



CASE STUDY DOCUMENTATION The project team will research examples of placemaking projects and programs, focusing on cities in Georgia and the southeast and documenting their stepwise development. Using these case studies as framework, staff will then assemble 1-2 hypothetical timelines for potential projects identified in the asset map.

FUNDING RESOURCES Staff will compile a database of potential funding resources and arrangements that the City could consider for implementation of these placemaking projects. These will also be included in the process-based implementation guide included in the final deliverable.

PROJECT COMPONENT II: COMMUNITY ENGAGEMENT (3 months)

Using the community engagement framework established by the City for the recent LCI plan, the project team will participate alongside City staff through two types of engagement:

STEERING COMMITTEE The project team will convene a group of stakeholders with particular interest in the success and vibrancy of downtown Villa Rica. Potential members of this group could include business and property owners, board and staff members of Villa Rica's Main Street program, and leadership from the Downtown Development Authority.

COMMUNITY FORUM Once significant progress has been made on research and visualization, specifically related to asset and installation mapping, GC staff will provide materials and support for a community forum organized by City staff to determine community needs and prioritize placemaking projects.

PROJECT COMPONENT III: REPORT & PRESENTATIONS (3 months)

FINAL DELIVERABLE Georgia Conservancy will collect all analysis, community feedback, and graphics and assemble them into a final report, which will include general and specific implementation steps for placemaking and alley activation. The project team will also package these findings into a slide deck for later use in presentations, and will be prepared to present these findings to key decision-makers (i.e. City elected officials, City staff, etc.) as needed within the contract period.

TOPIC: City of Villa Rica Placemaking And Alley Activation Plan

AUDIENCE: City staff, City Council, local stakeholder groups

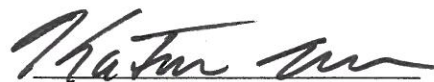
PRODUCT: Report, with visual references and implementation steps

COST: \$5,500

DUE: 9 months from start date

City of Villa Rica Designee
City of Villa Rica

Date



Katherine Moore, President
Georgia Conservancy, Inc.

4/28/22
Date



GEORGIA CONSERVANCY SUSTAINABLE GROWTH TEAM MEMBERS



KATHERINE MOORE, AICP

Katherine is the President of Georgia Conservancy. She has served in the community development and environmental fields for over 20 years. Her professional experience includes 12 years in the private sector as a consultant and the past ten years with a statewide nonprofit. Prior to serving as President, she served as the Director of GC's statewide Sustainable Growth program, during which she provided training, technical expertise and community engagement services on the topics of community resilience and planning. This program has worked with over 40 communities across Georgia, as well as nationally, and is putting new emphasis on the opportunities within housing choice, small town stabilization, and redevelopment to increase community resilience. She is a graduate of the Institute for Georgia Environmental Leadership (IGEL), serves on the Boards of Directors of the Douglas C. Allen Institute for the Study of Cities and the Architecture and Design Center, and presents and speaks regularly on community development topics.

Katherine served as Georgia Conservancy's project manager for the Paulding County Land Use Study in 2016-2017 which involved direct coordination with county government through a multi-jurisdictional work team. She also formed part of the steering committee for the Douglasville Housing Study led by the Atlanta Regional Commission and gave educational presentations on the importance of thoughtful housing policy and planning.



NICK JOHNSON

Nick is a Senior Planner with Georgia Conservancy, and helps lead the organization's work to advance sustainable community development—involving both land conservation and thoughtful land use. Georgia Conservancy focuses on lowering barriers of perception and regulation that hinder increased building reuse, land redevelopment, density, and housing diversity as communities must meet equally pressing needs for a robust local economy and environment. Nick's expertise involves community planning and revitalization, conservation planning, GIS, public engagement and zoning.

Nick has led GC's housing inventory analysis and recommendations for multiple counties and cities, including the City of Douglasville's 2020 Housing Study that was the result of a partnership with the Atlanta Regional Commission. Other housing and land use projects that benefited from Nick's involvement including the 2020 Community Master Plan Update for Atlanta's NPU-G, and the Newton County Housing Study commissioned by the Covington Housing Authority.



LUBEN RAYTCHEV

Luben Raytchev works as a city planner, GIS analyst, and urban designer. He holds a master's degree in City and Regional Planning and is currently pursuing a Master of Science in Urban Design from the Georgia Institute of Technology. He has worked in the fields of affordable housing as a research assistant and data analyst with Enterprise Community Partners and in community planning as a planner and designer with the Georgia Conservancy. Additional work at Georgia Conservancy has included land use analysis, environmental and development susceptibility analysis, zoning ordinance rewrites, and conservation mapping. Project experience of note includes housing assessments in the City of Douglasville and Bartow County, as well as a Community Development 101 Training for the Douglas County community of Lithia Springs.



DOUGLAS COUNTY INITIATIVES

From 2020-2021, Georgia Conservancy advanced two community planning initiatives in Douglas County jurisdictions: the Douglasville Housing Study and the Lithia Springs Character Area Implementation Project.

DOUGLASVILLE HOUSING STUDY

Leaders from the City of Douglasville initiated this project through the Atlanta Regional Commission's Community Development Assistance Program (CDAP). City officials and planning staff sought a comprehensive study that analyzed existing housing data and policy to offer robust neighborhood-specific recommendations to stabilize and grow Douglasville's housing stock and bolster economic development.

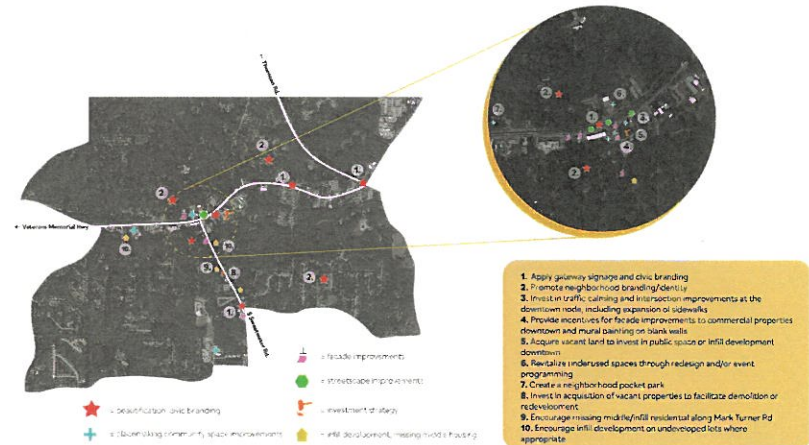
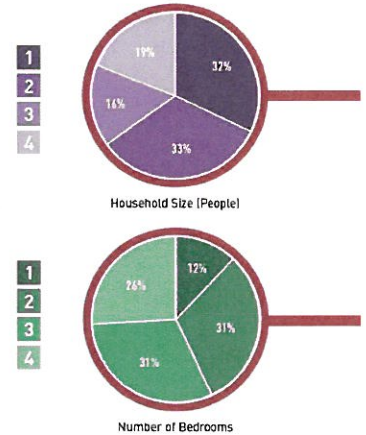
Georgia Conservancy supported data analysis efforts, documenting recent growth in housing across size, type, and tenure, then comparing those trends with future projections and the resulting gap in housing availability. GC's team also provided housing case studies from other jurisdictions across the state, offering wisdom and tools identified by those communities to support their local housing markets.

LITHIA SPRINGS CHARACTER AREA IMPLEMENTATION

Georgia Conservancy offered technical services and implementation ideas in service of the Lithia Springs community's vision for their neighborhood. GC staff worked with Douglas County planners to build a "lookbook" of community improvement ideas in the areas of wayfinding, signage, public art, streetscape improvements, and missing-middle housing development. These were accompanied by deep dives into specific funding mechanisms that communities have used to supply improvements, including special tax districts, TADs, and various grant programs. Finally, the GC team worked with County planners to map where these improvements could be installed for maximal community benefit.



Figure 4: Housing Mismatch



LITHIA SPRINGS

Community Development Training



In this Presentation:

Civic Branding & Public Art

- 1) Gateways, signage, banners
- 2) Murals, sculptures, and other art
- 3) Symbols & recurring themes

Underutilized Spaces

- 1) Pocket parks, repurposed lots
- 2) Hardscapes
- 3) Alleys, in-between spaces

Improvement Incentives & Funding Mechanisms

- 1) Façade improvement programs
- 2) Code enforcement
- 3) Tax districts

Streetscapes

- 1) Elements of the street
- 2) Bus shelters

Infill Development & Missing Middle Housing



PART I: CIVIC BRANDING & THE ROLE OF PUBLIC ART

Banners, Flags, & Signage

Make your place identifiable.

- Create indications that your community is a distinct place.
 - Signs, banners, sculptures, monuments
 - A consistently repeated thematic elements: community flower, tree, depiction of a mascot, or any other symbol
- Let visitors know that they have entered your community.
- Increase the appeal of key nodes, i.e. “gateways” and important public spaces.



Banners, Flags, & Signs

Gateway Signage



Banners, Flags, & Signs

Neighborhood Signs, Flags, & Banners



Inman Park, Atlanta



Kirkwood, Atlanta



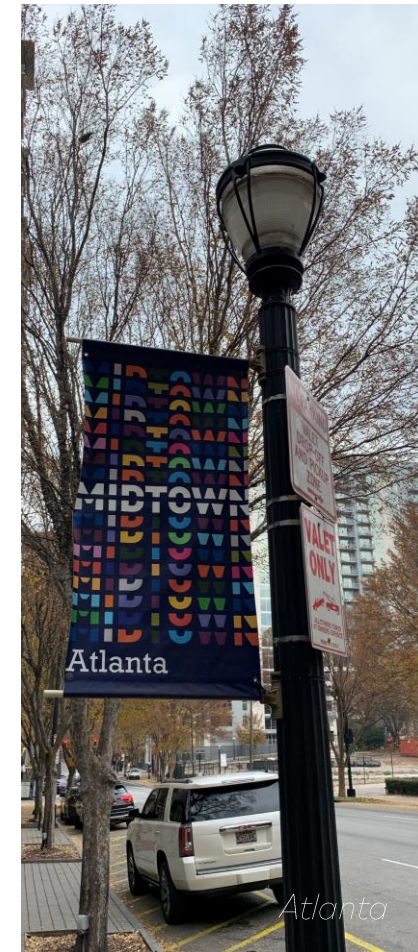
Hillside, Lagrange



Sunnyside, Canton

Banners, Flags, & Signs

Neighborhood Signs, Flags, & Banners



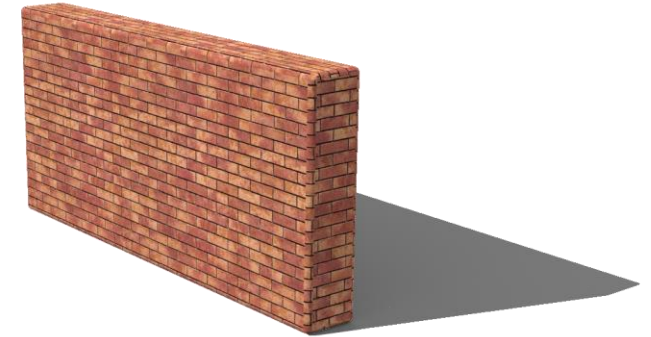
The Role of Public Art

Murals, Paint, Sculpture, and Other Art

Incorporate art that is beautiful and functional.

- A touch of art can enliven a space and make it more attractive
 - Art can be used simply for aesthetic purposes or it could serve a function, for example as a sign
- There are no limits to how art can be used. Different places have incorporated art as...
 - Murals
 - Stair, crosswalk, or pedestrian trail painting
 - Painted utility boxes or fire hydrants
 - Sculptures
 - Repurposed materials (e.g. Lagrange millstone)

A blank wall



Using a mural to enliven a façade



Using a mural to enliven a façade and as a gateway /community sign



The Role of Public Art

Gateway Signage as Mural



The Role of Public Art

Artistic Murals & Other Paint Work



The Role of Public Art

Sculptures & Other Solid Artworks



Project Spotlight

Covington Mural



Background:

- This mural on Pace Street in Covington, GA highlights the town's rich film history
 - The Dukes of Hazzard, In the Heat of the Night, The Vampire Diaries, Sweet Magnolias are productions that have been filmed in Covington that are highlighted in the mural
- The mural also functions as a prominent and beautiful welcome sign
- The mural celebrates the importance of film to city and county tourism and the local economy
 - Film tourism is one of the leading reasons visitors come to Covington

About the mural:

- Funded by the Downtown Tourism and Hospitality Board
- Painted by local artist Tamara Haase of Georgia Brushstrokes, Inc.

Project Spotlight

Hogansville Hummingbirds



Background:

- The City of Hogansville has chosen the hummingbird as a mascot
- They have used the hummingbird as a branding theme, installing hummingbird statues in the downtown area, painting hummingbird murals, and hosting an annual hummingbird festival
- The hummingbird is a consistent and pervasive symbol

About the Hummingbird Festival:

- An annual outdoor festival that includes live music, vendors, crafts, a food court, and activities for kids
- Volunteer-driven
- Recruits businesses and individuals as sponsors
- The festival is principal fundraising source for the Hogansville Charitable Trust, a non-profit whose purpose is the renovation, preservation, and improvement of historic and municipal properties in and around Hogansville
 - In other words, the proceeds from the festival are used to fund civic improvements and improvements to historic properties

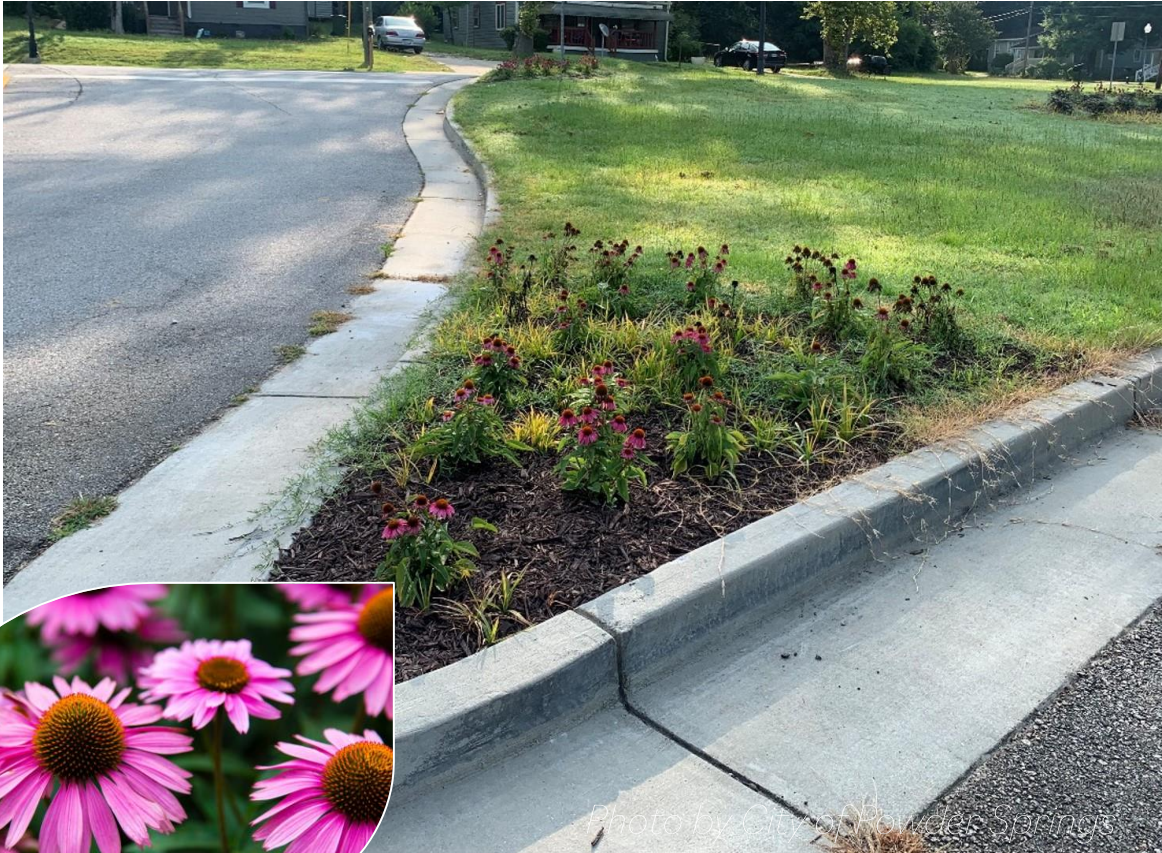
Project Spotlight

Hogansville Hummingbirds



Project Spotlight

Powder Springs' Gateway Purple Coneflowers



Background:

- Powder Springs' city flower is the purple coneflower
- Initiated by the Powder Springs' GMA Placemaking Collaborative cohort
- Initial idea of planting a community garden with purple coneflowers evolved into planting the flower at gateways.

About the program:

- Completed planting projects are at Lewis Rd. and Marietta Rd., entryways into the city.
- Planned expansion to existing monument signs at other gateways into the city.
- Powder Springs continues to use the Purple Coneflower symbol in other ways. At its 20th anniversary as the city flower, seed packets were handed out to local residents.

PART II: SMALL COMMUNITY SPACES & UNDERUTILIZED SPACES

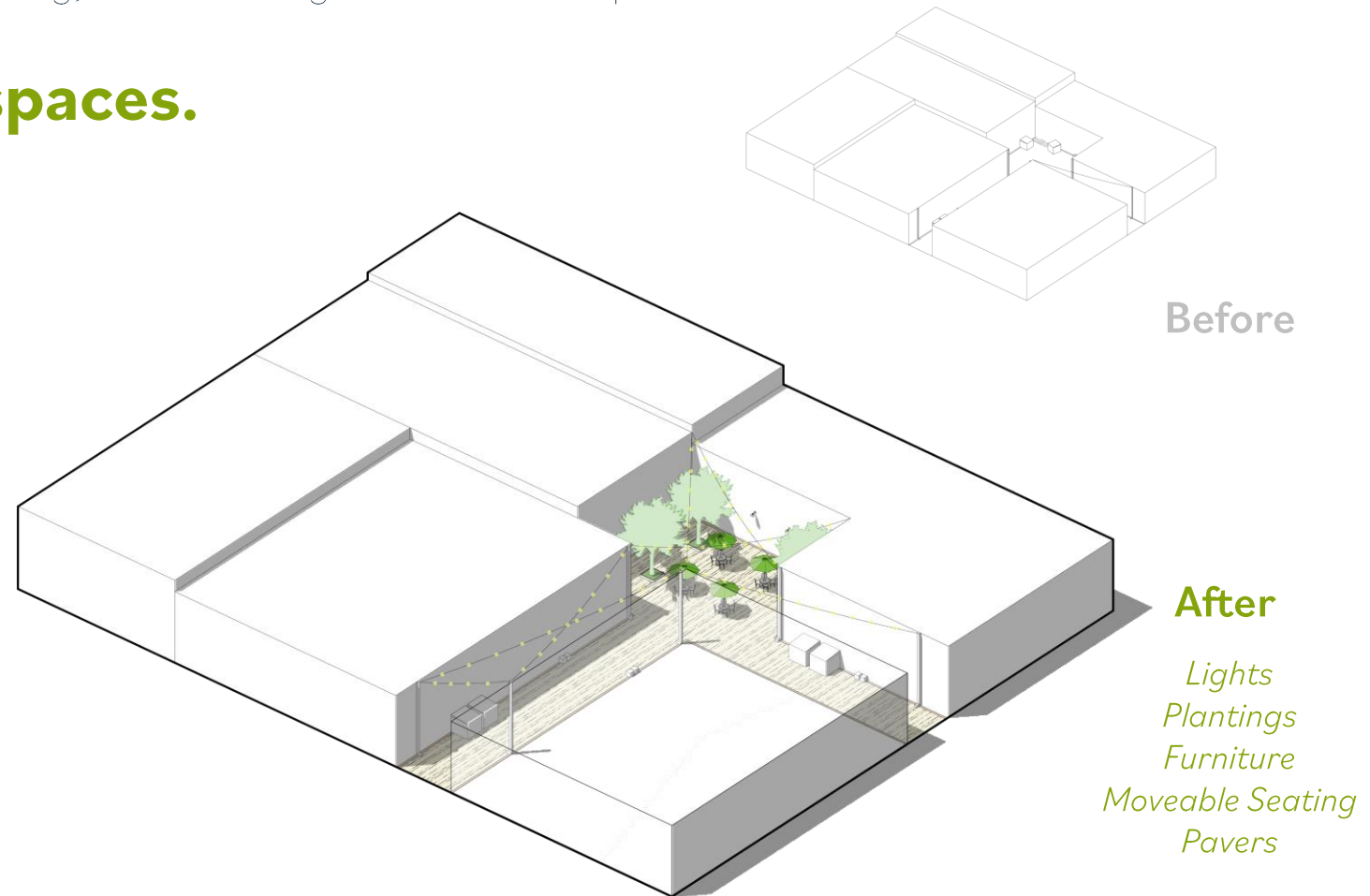
Community Spaces

Creative Placemaking, Transforming Underutilized Spaces

Make creative use of public spaces.

What is Placemaking?

- “Placemaking” is the rethinking, redesign, or renovation of public spaces to imbue them with a sense of place.
- Successful placemaking is measured by positive outcomes in these categories:
 - Uses & Activities
 - Comfort & Image
 - Sociability
 - Access & Linkages
- A successful public space is one that is clean, comfortable, safe, and appealing, where people choose to gather and engage in a variety of activities, passive and active.



Community Spaces

Pocket Parks, Repurposing Vacant Lots



Manicured lot and pocket park, Downtown Lagrange

Spaces versus Places:

- A space is anywhere. A place is somewhere people choose to gather, that shows signs of care and attention, and that is identifiable in some way and can be referred to.

What are good candidates?

- Any public space that is accessible to all
 - Parks, pocket parks
 - Plazas
 - Alleys and right-of-ways between buildings
 - Vacant lots
 - Parts of streets & sidewalks
- Can be a range of sizes
- Can be quasi-public
- Lighter, Quicker, Cheaper interventions
 - Simple maintenance, cleanup, and minimal landscaping can still make a huge difference

Community Spaces

Pocket Parks, Repurposing Vacant Lots



Community Spaces

Pocket Parks, Repurposing Vacant Lots



Community Spaces

Hardscapes, Alleys, & Other Marginal Spaces



Underutilized Spaces

Hardscapes, Alleys, & Other Marginal Spaces



Underutilized Spaces

Hardscapes, Alleys, & Other Marginal Spaces



Project Spotlight

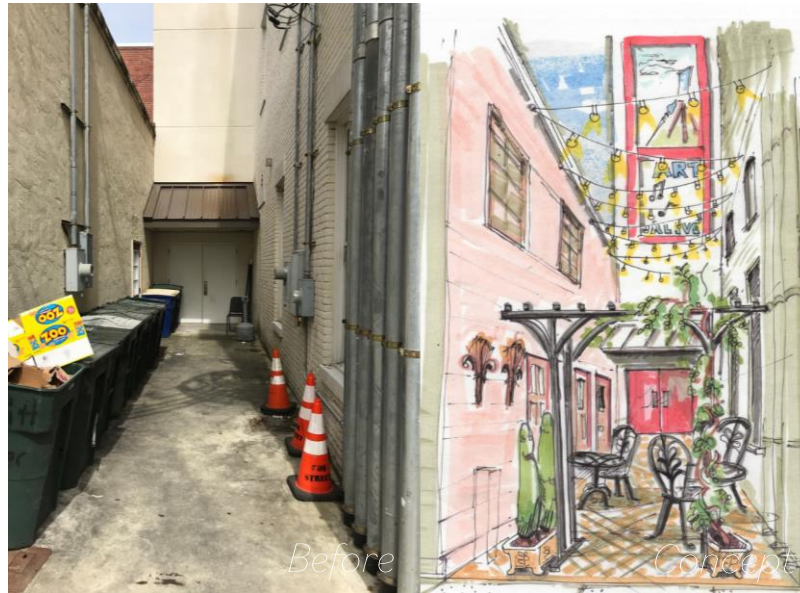
Downtown Art Alley - Statesboro

Background:

- Renovation of a neglected alleyway in downtown Statesboro

About the renovation:

- Made possible by funds from the Georgia Council for the Arts' Vibrant Communities grant
- Grant application was prepared by the Averitt Center for the Arts, not a government agency or affiliate
- The project, however, was undertaken and completed by the Downtown Statesboro Development Authority



Project Spotlight

Signature Squares of Brunswick



Background:

- Signature Squares of Brunswick is a non-profit dedicated to the renovation and restoration of Brunswick's historic squares

About the renovation:

- Grassroots organization
- Started in 2006 with one renovation that received a 50% match by the city and remained active based on the success of that first project
- Relies on donations from citizens, businesses, civic/garden clubs, and foundations; and on grants and in-kind services
- Some of the work relies on volunteers



PART III: COMMUNITY IMPROVEMENT INCENTIVES & FUNDING MECHANISMS

Incentive & Funding Mechanisms

Use established financing tools and local incentives to fund revitalization.

What financing tools are available?

- There is a myriad of tax-based strategies enabled by Georgia legislation:
 - Tax Allocation Districts (TADs)
 - Special Purpose Local Options Sales Tax (SPLOST) Programs
 - Special Tax Districts
 - Community Improvement Districts
- Local improvements can be funded by the above or by local grants, revolving loan funds, bonds, and reimbursements replenished by sources of local revenue.
- Creative financing is as important to a project as executing it



Façade Improvement Programs

Façade Improvement Programs (FIPs) propose to:

- Prevent building deterioration
- Enhance visual appeal and attract patrons
- Boost business growth and expansion
- Pride in property ownership
- Increase property values

About FIPs:

- FIPs can target either residential or commercial properties. Commercial property façade improvements are more common.
- Usually funded through grants or loans
- Funds are more often bequeathed through reimbursements rather than up-front. The property owner pays for the improvement and submits proof-of-payment for reimbursement.
 - Main disadvantage to reimbursement is that owners may not have the capital to initiate improvements. The reimbursement structure still relies on owners covering the full cost of improvements at first.
- FIPs can be funded through local tax increment financing



Commercial Building Improvements

Façade Improvement Programs



Commercial Building Improvements

BeltLine Façade Improvement Programs



SMALL BUSINESS
Pilot
FAÇADE IMPROVEMENT
PROGRAM 2019

A/C Clutch Bicycle Shop



SMALL BUSINESS
Pilot
FAÇADE IMPROVEMENT
PROGRAM 2019

Red's Beer Garden



Residential Improvements

Residential Façade Improvement Programs & Code Enforcement Practices



Project Spotlight

Atlanta Beltline Business Façade pARTnership Grant Program



Program goals:

- Stimulate growth of businesses
- Work opportunities for artists and makers
- Revitalization of commercial districts

About the program:

- Partnership between local businesses and local artists
- Coordination by Atlanta Beltline, Inc. (ABI)
- Entered its pilot phase in 2019
 - Clutch Bicycle Shop
 - Red's Beer Garden
- Any business located in the BeltLine Tax Allocation District (TAD)
- Projects are funded by grant
 - Up to \$40,000
 - Required 5% match, non-refundable (max. \$2,000)

Project Spotlight

Gainesville Code Enforcement Initiative



Program goals:

- Enforce property maintenance in accordance with local codes.
- Make elected officials and staff aware of neglected properties and maintenance violations.
- Work with landlords and homeowners to implement improvements.

About the program:

- City officials, planning, and code enforcement staff toured distressed neighborhoods.
 - Fostered cooperation and understanding between council and staff; mutual support.
- Started with a housing survey in three target areas.
 - Began in neighborhoods with the most violations.
- Majority of violations have been from landlords rather than owners.
- Worked with both landlords and owners to ensure generous compliance time frames and extensions when necessary.
 - Communication was key.
- Only one citation was ultimately given.

Tax Districts

Special Tax Districts

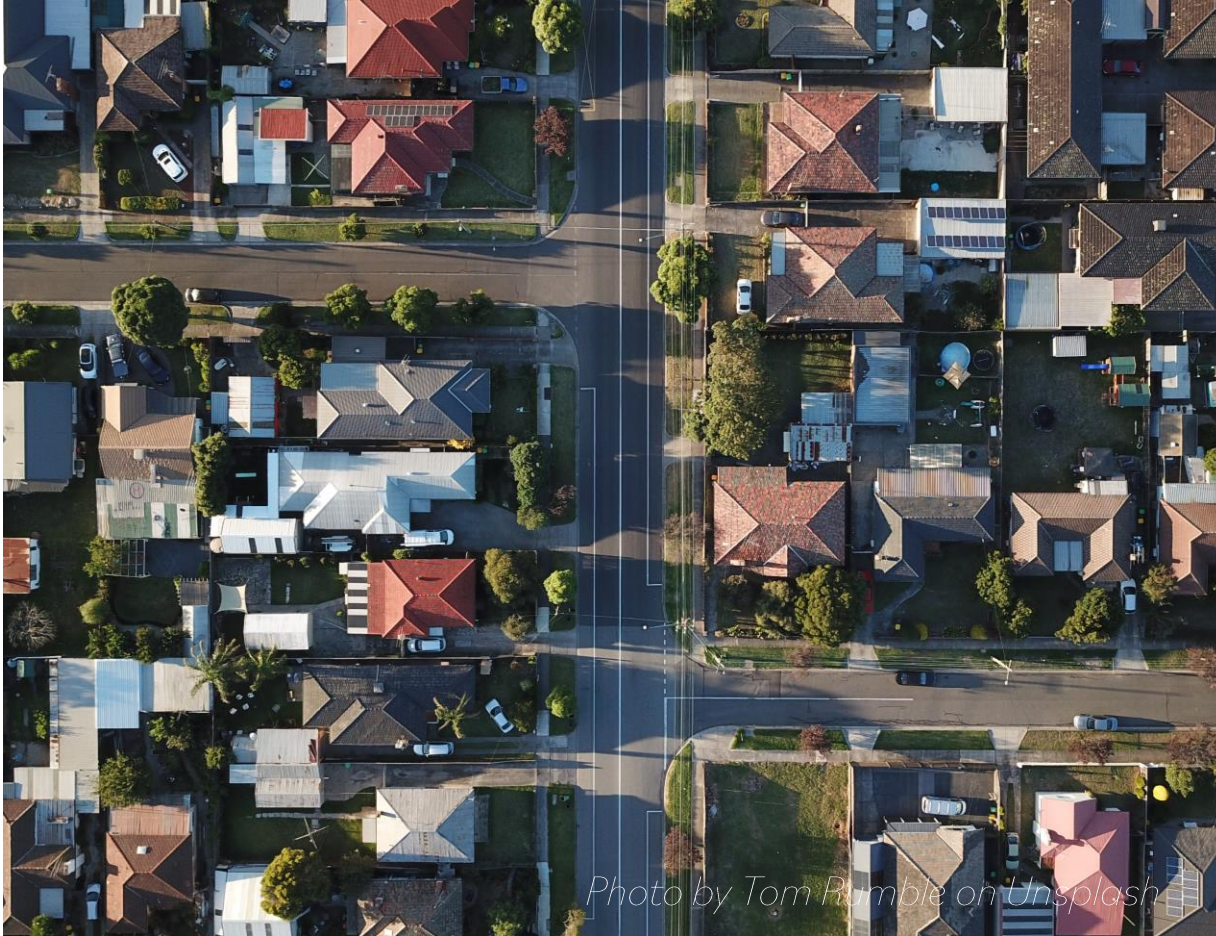


Photo by Tom Rumble on Unsplash

Special Tax Districts

- Special tax districts are created to levy a tax in a particular area for a specific purpose, such as road, sewer, or water improvements.
- The improvements are to be made within the designated area.
- A special tax district can be established by a county or municipal authority through an ordinance or resolution and general agreement by property owners in the area.

Enabling Legislation – Article 9, Section 2, Paragraph 6

- “...special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor...”

Tax Districts

Macon County – Special Taxing Districts for Road Improvements Ordinance



Road Improvement District

- Levies taxes to fund paving or other improvements to roadways.

About the Macon Ordinance:

- For paving, improvement, and public designation of private roads in unincorporated areas of the county.
- County pays for paving/improving the roads and is repaid through taxes levied on the property owners
- Petition for creating a road tax district may be put forth by any property owner fronting a private road
- 85% of property owners within the proposed district must sign the petition before it is presented to the Board of Commissioners.
- The Board of Commissioners may advance a resolution to create the special tax district.

Tax Districts

Oconee County Special Tax Districts



Oconee County Special Tax Districts

- Oconee Co. has provisions for establishing several types of tax districts:
 - Water & sewer tax districts
 - Road & drainage improvement tax districts
 - Street light tax districts

About the Tax Districts:

- Each type of district has a contact, e.g. power company for lights, county utility department for water and sewer, and the public works director for roads and drainage
- In this case, the applicant contacts the appropriate department and the department head assesses the feasibility of the district and prepares a petition for the Board of Commissioners
- The applicant (property owner applying) is responsible for 2/3rds agreement from other property owners in the district

Tax Districts

Tax Allocation Districts (TADs)



Tax Allocation Districts

- Establishes a district where the future increase in property taxes (tax increment) is used to fund a wide range of development activities
- Established for a certain period of time
- Can be established by referendum
- Administered by local governments, housing authorities, downtown development authorities, or redevelopment agencies
- Area must be declared blighted, but blighted is broadly defined
- Also known as tax increment financing (TIF) in other states
- The development of Atlantic Station was funded partly by TAD financing

Tax Districts

Special Purpose Local Option Sales Tax (SPLOST)



SPLOST

- Optional 1% sales tax used to fund projects in the jurisdiction
- Requires jurisdiction-wide referendum, for example a county-wide referendum
- Revenue generally cannot be used for operating expenses and maintenance of county facilities and services
- Established for a certain period of time, generally 5-6 years
 - Can be extended without interruption if a new referendum is issued
- The DeKalb County SPLOST has been used to develop safety facilities, parks and recreation projects, & transportation projects

Tax Districts

Special Purpose Local Option Sales Tax (SPLOST)



Special Tax Districts

Equalized Homestead Option Sales Tax (EHOST)



EHOST

- A type of SPLOST
- Proceeds from the EHOST go toward reducing property tax payments for homestead properties (under homestead exemption)
- Approved in Dekalb County in 2017
- Replaced the previous HOST (Homestead Option Sales Tax), which permitted 20% of proceeds to go towards public infrastructure and facility projects
 - 100% of EHOST goes towards property tax reductions
- Legislation: Equalized Homestead Options Sales Tax Act of 2015

Tax Districts

Community Improvement Districts – CID's



Atlanta Downtown Improvement District's Ambassador Force

Community Improvement Districts

- Agreement between commercial (and/or industrial) property owners and businesses, usually, to levy a tax amongst themselves to fund improvements in a particular area
- Requires petition signed by a majority of property owners representing *at least 75% of the property value in an area*
- Funds collected by CID's can be used for transportation or other infrastructure improvements, but they can also fund a variety of public improvement projects:
 - Streetscaping & beautification initiatives
 - Lighting
 - Plazas and parks
 - Supplementary public safety and monitoring services

PART IV: STREETSAPES, RIGHT-OF-WAY DESIGN, & TRANSIT

Intentionally design your largest public space.

What is the streetscape?

- The streetscape refers to the travel lanes and the pedestrian environment of the street, everything between private property lines.
- A well-designed urban street accommodates a variety of transit modes, offers an appealing pedestrian environment, and is safe for all users.
- Elements of the streetscape:
 - Sidewalks
 - Curbs
 - Street furniture
 - Lighting
 - Planters, green strips, and trees
 - Travel lanes
 - Stormwater management
 - Building facades (aesthetic)

Streetscapes

Design of the Right-of-Way



Streetscapes

Design of the Right-of-Way



Why streets matter:

- Streets represent the largest and most important share of public land. Though today they are designed primarily for vehicles, this was not always the case.
- The treatment given to the street can make a big difference in boosting its attractiveness and functionality as a public space.
- In this streetscape:
 - 1) Planters/decorative vegetation
 - 2) Buffer strip
 - 3) Patterned paving
 - 4) Welcoming business façades with plenty of windows: fenestration
 - 5) Ornamental street lamps with banners

Streetscapes

Design of the Right-of-Way



Traffic calming and speed control:

- The design of the street itself can regulate how fast drivers go.
- The speed that a street is created to facilitate is known as the design speed.
- Pinchpoints, bulb-outs, small curb radii, on street parking, and street trees are all proactive design features that promote slower traffic movement.
- In this streetscape:
 - 1) Pinchpoint – narrows vehicular thruway, shortens pedestrian crossing
 - 2) Ornamental street lamps with hanging planters
 - 3) Street trees
 - 4) Fenestrated façades
 - 5) On-street parking
 - 6) Decorative paving

Streetscapes

Design of the Right-of-Way



Sidewalks:

- Investing in wide sidewalks to create an abundant pedestrian environment can improve safety, pedestrian comfort, and liveability
- In this streetscape:
 - 1) Large planting strip that accommodates tree wells
 - 2) On-street parking
 - 3) Wide sidewalks with different paving for different sections
 - 4) Bike racks

Transit Facilities

Bus Shelters



Bus shelters:

- Bus shelters include a cover and a seating area and enhance the transit rider's experience, comfort, and willingness to take public transit.
- Shelters can be basic or more intricate in their design but should include, at a minimum:
 - Protection from inclement weather
 - Side panels if shelter from wind is a priority
 - Seating
 - Informational signage
- Shelters can also incorporate planters, digital screens, and decorative neighborhood signage, among a wide array of other design features.

PART V: MISSING MIDDLE HOUSING & INFILL DEVELOPMENT

Missing Middle Housing

Two-Unit Buildings to Small Apartments

Incorporate different housing types at a range of scales.

What is missing middle housing?

- Missing middle refers to any housing type between – hence the “middle” — detached single-family homes and typical mid-rise apartment complexes.
- Missing middle types house two or more households.

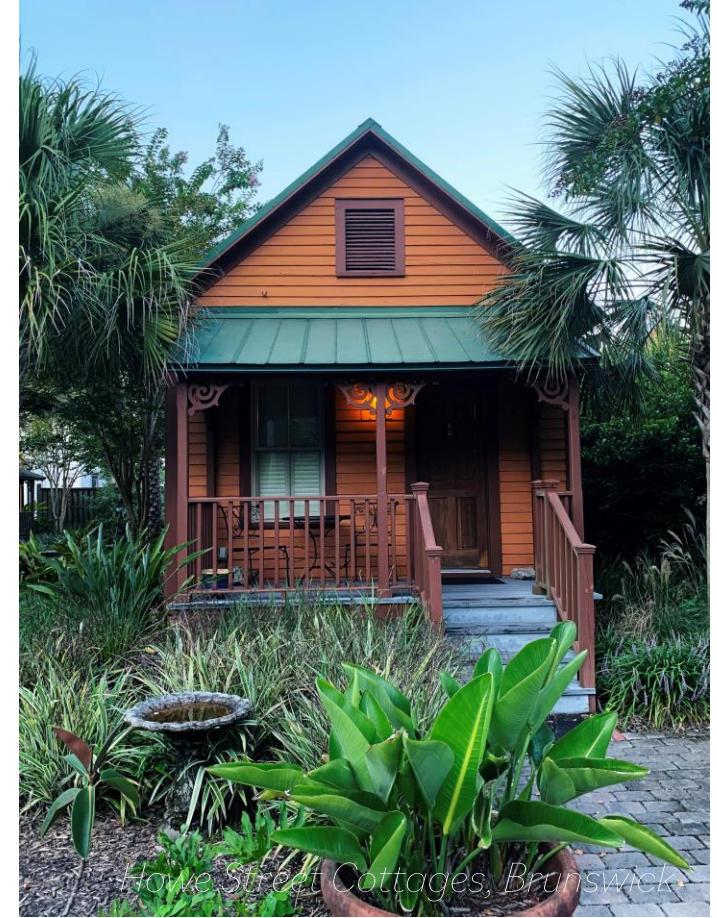
Infill versus new development:

- Infill refers to smaller scale development or rehabilitation that fills in undeveloped land in generally developed areas
- Gradual/Incremental instead of rapid and prodigious
- Much less disruptive and more diverse results



Missing Middle Housing

Cottage Courts



Missing Middle Housing

Cottage Courts



Missing Middle Housing

Duplexes



Missing Middle Housing

Multiplexes (~4-8 units)



Missing Middle Housing

More Examples



Duplex - Avondale Estates, Dekalb County



Small Apartment Building - Avondale Estates, Dekalb County

PART VI: APPLYING THESE LESSONS

Ideas for Implementation



★ = beautification, civic branding

+ = placemaking, community space improvements

🏠 = facade improvements

⬡ = streetscape improvements

🔨 = investment strategy

🏠 = infill development, missing middle housing

1. Apply gateway signage and civic branding
2. Promote neighborhood branding/identity
3. Invest in traffic calming and intersection improvements at the downtown node, including expansion of sidewalks
4. Provide incentives for facade improvements to commercial properties downtown and mural painting on blank walls
5. Acquire vacant land to invest in public space or infill development downtown
6. Revitalize underused spaces through redesign and/or event programming
7. Create a neighborhood pocket park
8. Invest in acquisition of vacant properties to facilitate demolition or redevelopment
9. Encourage missing middle/infill residential along Mark Turner Rd.
10. Encourage infill development on undeveloped lots where appropriate

Ideas for Implementation

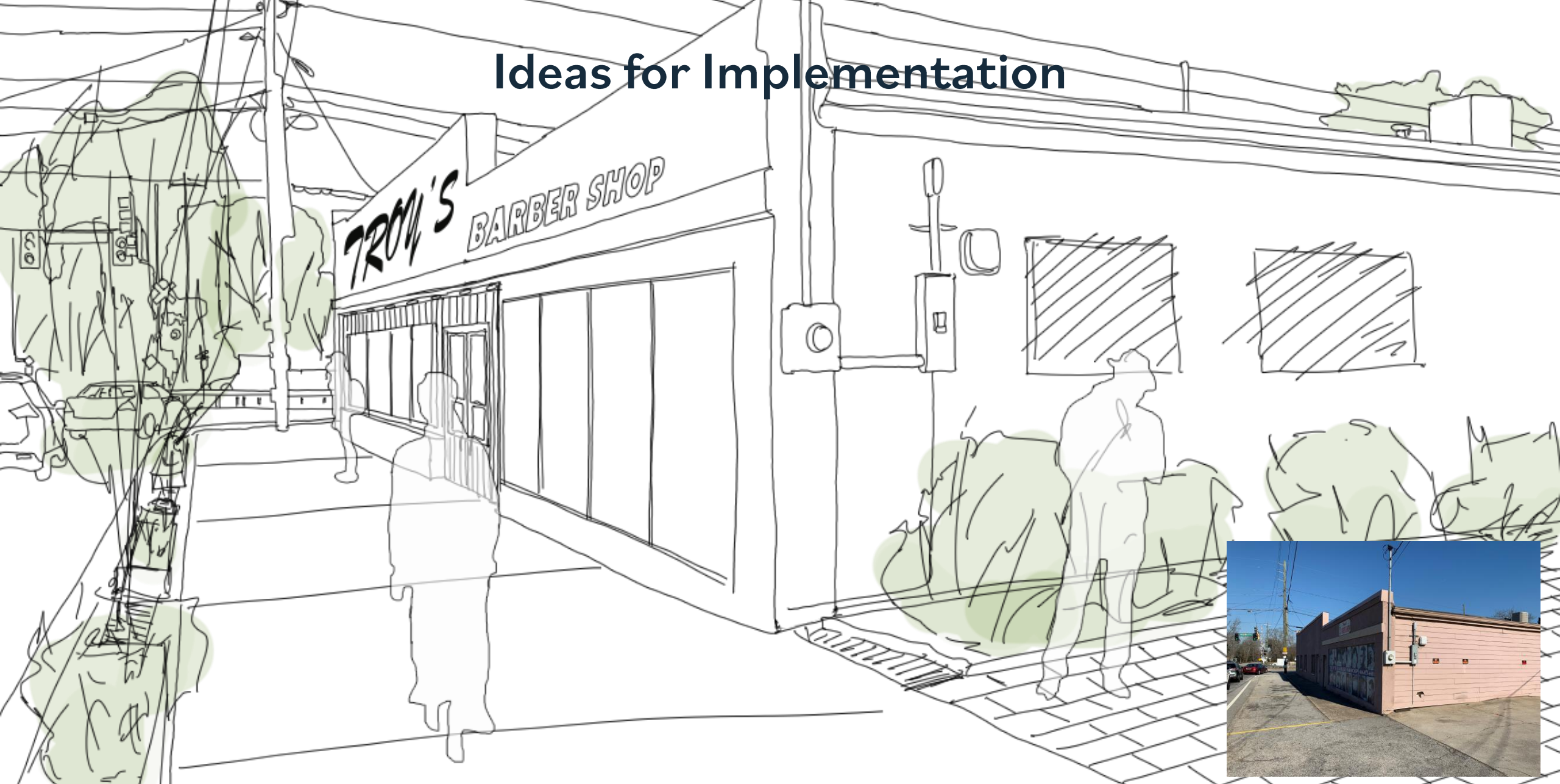
Lithia Springs Clock



Ideas for Implementation



Ideas for Implementation



THANK YOU!

Luben Raytchev – lraytchev@gaconservancy.org

Nick Johnson – njohnson@gaconservancy.org





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Mobile Covered Stage – July 3rd Fireworks Show Event
AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$3,650.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of a vendor to provide the mobile stage for the 2022 July 3rd Fireworks entertainment.

BACKGROUND: The department holds an annual concert as part of the July 3rd fireworks event. The Department made an invitation to bid available for its mobile stage. The department accepted bids through Friday, April 8th at 2:00 pm. The department is seeking to hire RCS Productions to provide the mobile stage. The service agreement for the mobile stage is attached. .

The city received one bid.

STAFF RECOMMENDATION: Staff recommends approving RCS Productions to provide the mobile stage for the 2022 July 3rd Fireworks on Sunday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$3,650.00

IMPACT: The mobile stage is integral to the success of the entertainment being provided for the annual July 3rd Fireworks event.

MOTION: I make a motion that we approve RCS Productions to provide the entertainment for the 2022 July 3rd Fireworks on Sunday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$3,650.00.



Proposer Response

**Q22-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services**

Prepared by:



**Crafting Quality Concerts & Events
Since 1982**

PROPOSER RESPONSE

Production Services for Villa Rica July 3rd Celebration 2022

1. RCS Productions Work & Experience

Celebrating our 40th year, RCS Productions, has helped municipalities, corporations, and venue operators throughout the Southeast program community-driven entertainment that has attracted millions of patrons. Founded in 1982 as a seasonal production company booking concerts at Stone Mountain Park, RCS has since grown into one of the largest talent acquisition and concert production and special events companies in the South, programming and/or producing over 175 events a year.

RCS Productions executes all facets of concert & live production including staging, sound, lights, backline instrument rental, video/IMAG & stagehand staffing.

We look forward to the opportunity to bring proven best-in-class production services to the Villa Rica July 3, 2022 Event. We are excited to collaborate with the City and continue to develop this event.

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Southeast Festivals & Events Association (board representation)
International Entertainment Buyers Association
Event Safety Alliance
Dunwoody GA Chamber of Commerce

A. Business Information

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Legal Name: RCS Productions & Entertainment Inc.
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www.rcsproductions.com

B. Contact Information

Stephen Moore, CEO
Contact Mailing Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338
Contact Telephone Number:
770.306.9155 – O
404.550.6554 - M

Contact Email: stephen@rcsproductions.com

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In our 40th Year, RCS Productions has programmed concerts, festivals and private events at venues ranging from 400 to 40,000 seats. RCS is an award-winning, full-service production company offering the following management and operational services to clients:

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Production/Technical Services: Creating unique staging, sound, and lighting experiences at all budget levels.

Audio and lighting: RCS offers the latest in audio and lighting technology, from an industry leading V-Dosc & Similar line array PA system for twenty thousand, to an economic powered system for one hundred. The company's lighting designers work with both conventional fixed lights and moving light/head fixtures to deliver unique performance aesthetics.

Staging: RCS provides outdoor stages and roofs ranging from an economical 16'x 16' stage with a shade roof to a 40'x 60' stage with a load bearing roof. The company also offers mobile staging, stage accessories and custom scrims.

Facility Management: Coordinating all on-site operations, from ticketing to parking to security to clean-up, to ensure an on-time performance to create an atmosphere for guests that is safe and entertaining.

Backstage/Green Room Management: Managing catering, hospitality areas and artist requests prior to and after all performances. Making sure artists are cared for properly at venues and festival locations begins with the initial contract negotiations and ends when the show is over. The RCS team facilitates green room set-up, meet and greets and media interviews as appropriate.

Ticketing Services: Liaising with professional on line event ticketing outfits to ensure smooth operations, accurate accounting and maximum profitability.

Consulting Services: Re-invigorating existing events and facilities to meet the changing needs of today's concert-goer. Services include strategic consulting on event identity and purpose, development of site plans and event layouts, community amphitheatre development and design (making sure the facility is technically friendly to artists, production companies and touring groups).

Client experience /references:

RCS understands the economics and logistics associated with booking events the size of the Cherokee Indian Fair. Below are just a few examples of work we have provided similar in scope to what is outlined in the rfp for your event.

2. List Of References:**Biltmore Estate Summer Concerts, Asheville, NC: 4,000 seats**

Ms. Travis Tatham 828-225-6207

One Approach Road, Asheville NC 28803

This summer concert series at the historic Biltmore Estate in Asheville, North Carolina features six to eight concerts over three weekends each summer. RCS has managed the entertainment budget for the series as well as negotiated talent, coordinated production and managed on-site logistics. Past series have included: Chicago, Foreigner, Steve Miller Band, B-52's Mary Chapin Carpenter, Heart, The Supremes, Chris Isaak, Travis Tritt, America, Bruce Hornsby, Shawn Colvin, Blood, Sweat & Tears, Lee Ann Womack, Dionne Warwick, Randy Newman, Patty Loveless, Judy Collins, Arturo Sandoval, Indigo Girls, et al.

City of Woodstock, Cherokee County, GA: 6,500 seats

Mary Beth Stockdale 770- 517-6788

231 Arnold Mill Road #400, Woodstock GA 30188

RCS has just concluded the 20th season in Woodstock and was proud to have consulted on the city's new amphitheater which began operations this season. The Series includes five to six performances and typically draws a capacity crowd each show. RCS's goal is to secure nationally recognized artists from different genres of music that the city and its residents find interesting and enjoyable. The company has booked a wide variety of acts, ranging from Robert Randolph & the Family Band, Sister Hazel, Midnight Star, Little River Band to The Gin Blossoms.

Buford GA Up to 30,000 seats

Todd Cleveland 678.889/4647

RCS Productions works with the city on their 3 show summer concert series, growing it out of the 1500 seat Amphitheater onto the Adjacent festival lawn. RCS works with the city to procure ~3 national & regional headliners as well as support and also provides full concert production services. The summer season ends with a larger 4th Buford Fall Concert with headliners the like of the Doobie Brothers, Bret Michaels, & Kip Moore etc...

Partial RCS Client Listing

Cities/Municipalities

Alpharetta Convention & Visitors Bureau
Arts Council of Cherokee County
City Of Alpharetta
City Of Atlanta
City Of Bainbridge
City Of Carrollton
City Of Cornelia
City Of Canton
City of Cleveland
City Of Douglasville
City Of Duluth
City Of Kingsport
City of Lawrenceville
City Of Lilburn
City Of Marietta
City Of Morrow
City Of Pigeon Forge
City Of Roswell
City Of Sandy Springs
City Of Smyrna
City Of Suwanee
City Of Villa Rica
City Of Woodstock
Eastern Band of Cherokee Indians

Festivals

30A songwriters Festival
Alpharetta Brew Moon Fest
Dalton Friendship House Music Festival
Derby Day
Decatur Beer Festival
Greer Family Fest
Kingsport Funfest
Kingsland Catfish Festival
Macon Cherry Blossom Festival
Milledgeville Deep Roots Festival
North Georgia Fair

Papa Joes BanjoBQue
Taste Of Alpharetta
Tunes By The Tombs
Wire & Wood

Corporations

Carl Black dealerships nationwide
Convenience Sales Network
Country Living Magazine
Jamestown Properties
Spartanburg Regional Health Care System
Texas Health Care Association
National Parkinson's Foundation
Pierre Food Services
Mall Of Georgia

Venues

Atlanta Botanical Garden
Biltmore Estate
Centennial Olympic Park
Cumberland Caverns Live
Chateau Elan
Jekyl Island Historic District
Paulding County Parks & Rec
Six Flags Over Georgia
Stone Mountain Park

Radio Stations

WKHX-FM
WYAY-FM
WJZZ-FM
WSB Radio

Non-Profits

Angel Flight
Alzheimer's Association
March Of Dimes

Photography From Recent RCS Productions' Shows



In accordance with the RFP RCS will provide:

1. supply appropriate mobile stage unit
2. Provide qualified personnel to, set up, operate and strike stage equipment
3. Insurance: RCS Productions maintains \$2,000,000 in liability coverage

System:

Stageline SL 100 Mobile Stage

24x24 Deck

Sound Wings

Skirt

Stairs

Windwall

Banner Frame

1 drum riser

60KW Generator/Fuel

Trucking

Total Cost: \$3650.00

Inclement Weather Plan:

. If the show needs to be postponed due to inclement weather RCS will make a good faith attempt to advise patrons of postponement in conjunction with the city and the appropriate EMS personnel. We will power down, protect our equipment though the weather and assess when it is appropriate to reset to resume the show.

a. Heavy Rain, Driving Rain, Lightning, Blowing rain, high wind or any weather situation that makes the stage performance area and tech area's to become unsafe due to blowing or standing water.

b/c If it is not possible to reset and restart the show due to ongoing unsafe weather RCS Productions expects payment in full.

x _____ DATE _____

Stephen Moore, President for RCS Productions

2312 Peachford Road Suite A

Dunwoody GA 30338

770.306.9155



REQUEST FOR QUOTE – MOBILE COVERED STAGE

PROPOSAL NUMBER: Q22-002PR | ISSUE DATE: March 28, 2022

The City of Villa Rica Parks, Recreation & Leisure Services Department seeks quotes for a mobile covered stage. Quotes must be received no later than **2:00 pm on Friday, April 8, 2022.**

Submit proposals to:

Villa Rica Parks, Recreation & Leisure Services Department
Attn: Administrative Office, Gold Dust Park
Reference: Q22-002PR
646 Industrial Blvd
Villa Rica, GA 30180

The following shall also be considered:

1. The ability, capacity and skill of the bidder to perform the contract.
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor.
3. The quality of performance on previous contracts.

For any questions, please email:

Tara Ivey, Administrative Manager
Email: tivey@villarica.org
No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks, Recreation & Leisure Services 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 & Leisure Services Department – Mobile Covered Stage**".
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 an approved vendor. Responsive documents are available online in the Finance Section of the Document Center at [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 three (3) references that your company has provided mobile covered stages to in the last three years, including Company name, contact person, address, phone number and e-mail.
8. Must be regularly engaged in the business of providing mobile covered

stages for a minimum of 5 years and must demonstrate that they, or the principals assigned to the project, have successfully completed, similar to those specified in the requirements listed below of this bid, to at least one customer similar in size and complexity to the City of Villa Rica.

9. Termination of Contract: The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar days written notice.
10. Discounts: Any available discount for prompt payment, government or cooperative purchasing, 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: Q22-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Signature: _____ Date: _____

DESCRIPTION

The Department will be hosting the 16th Annual Fireworks Display Extravaganza **on Sunday, July 3, 2022** from 5:00 pm – until the fireworks end at the Villa Rica Civic Center & Sports Complex located at 1605 Highway 61 in Villa Rica. Opening with the National Anthem around/between 5:20 pm – 5:30 pm. The Department is expecting two performing bands: opening band from 5:30 pm – 7:30 pm and the headlining band from 8:00 pm – until fireworks begins. As part of the event, the bands will be provided with a mobile covered performance stage. **The set up for the performance stage is no later than 5:00 p.m. Saturday, July 2, 2022.** The following minimum items and services are to be included in your bid price: One must include all staging labors/hands during set-up, throughout event and during the break down of all staging equipment.

- 1.0 **mobile covered performance stage minimum 24'd x 32'w x 42"h with skirting**
- 2.0 **(2) sets of stairs – (1) left and (1) right**
- 3.0 **(1) 8 x 8 drum riser and skirt**
- 4.0 **(2) 5 x 7 x 10 sound wings or scaffold towers**
- 5.0 **(8) walk boards**
- 6.0 **(1) banner package**
- 7.0 **(1) backdrop**

NOTES

- \$2 million general liability insurance. The certificate must list the City of Villa as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change Labor:
- Must be regularly engaged in the business of providing mobile covered stages for a minimum of 5 years and must demonstrate that they, or the principals assigned to the project, have successfully completed, similar to those specified in the requirements listed below of this bid, to at least one

customer similar in size and complexity to the City of Villa Rica.

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Reference No. 2 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

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E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Reference No. 3 of 3

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E-mail Address: _____

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Sound & Lighting

AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$9,471.00

GL ACCOUNT #: 100-6130-523880

FUNDING SOURCE: Recreation Programs/ Special Events Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of a vendor to provide Sound & Lighting for the annual July 3rd Fireworks entertainment.

BACKGROUND: The department holds an annual concert as part of the July 3rd fireworks event. The Department made an invitation to bid available for its sound & lighting. The department accepted bids through Friday, April 8th at 2:00 pm. The department is seeking to hire RCS Productions to provide the sound & lighting. The service agreement for the sound & lighting is attached.

The city received one bid.

STAFF RECOMMENDATION: Staff recommends approving RCS Productions to provide the sound & lighting for the 2022 July 3rd Fireworks on Sunday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,471.00.

IMPACT: Hiring a qualified and experienced contractor is essential to a successful audio experience.

MOTION: I make a motion that we approve RCS Productions to provide the sound & lighting for the 2022 July 3rd Fireworks on Sunday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,471.00



Proposer Response

Q22-001PR

**City Of Villa Rica Parks & Recreation & Leisure Services July 3rd
Sound & Lighting**

Prepared by:



**Crafting Quality Concerts & Events
Since 1982**

PROPOSER RESPONSE

Production Services for Villa Rica July 3rd Celebration 2022

1. RCS Productions Work & Experience

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Contact Telephone Number:

770.306.9155 – O

404.550.6554 - M

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Backstage/Green Room Management: Managing catering, hospitality areas and artist requests prior to and after all performances. Making sure artists are cared for properly at venues and festival locations begins with the initial contract negotiations and ends when the show is over. The RCS team facilitates green room set-up, meet and greets and media interviews as appropriate.

Ticketing Services: Liaising with professional on line event ticketing outfits to ensure smooth operations, accurate accounting and maximum profitability.

Consulting Services: Re-invigorating existing events and facilities to meet the changing needs of today's concert-goer. Services include strategic consulting on event identity and purpose, development of site plans and event layouts, community amphitheatre development and design (making sure the facility is technically friendly to artists, production companies and touring groups).

Client experience /references:

RCS understands the economics and logistics associated with booking events the size of the Cherokee Indian Fair. Below are just a few examples of work we have provided similar in scope to what is outlined in the rfp for your event.

2. List Of References:

Biltmore Estate Summer Concerts, Asheville, NC: 4,000 seats

Ms. Travis Tatham 828-225-6207
One Approach Road, Asheville NC 28803

This summer concert series at the historic Biltmore Estate in Asheville, North Carolina features six to eight concerts over three weekends each summer. RCS has managed the entertainment budget for the series as well as negotiated talent, coordinated production and managed on-site logistics. Past series have included: Chicago, Foreigner, Steve Miller Band, B-52's Mary Chapin Carpenter, Heart, The Supremes, Chris Isaak, Travis Tritt, America, Bruce Hornsby, Shawn Colvin, Blood, Sweat & Tears, Lee Ann Womack, Dionne Warwick, Randy Newman, Patty Loveless, Judy Collins, Arturo Sandoval, Indigo Girls, et al.

City of Woodstock, Cherokee County, GA: 6,500 seats

Mary Beth Stockdale 770- 517-6788
231 Arnold Mill Road #400, Woodstock GA 30188

RCS has just concluded the 20th season in Woodstock and was proud to have consulted on the city's new amphitheater which began operations this season. The Series includes five to six performances and typically draws a capacity crowd each show. RCS's goal is to secure nationally recognized artists from different genres of music that the city and its residents find interesting and enjoyable. The company has booked a wide variety of acts, ranging from Robert Randolph & the Family Band, Sister Hazel, Midnight Star, Little River Band to The Gin Blossoms.

Buford GA Up to 30,000 seats

Todd Cleveland 678.889/4647

RCS Productions works with the city on their 3 show summer concert series, growing it out of the 1500 seat Amphitheater onto the Adjacent festival lawn. RCS works with the city to procure ~3 national & regional headliners as well as support and also provides full concert production services. The summer season ends with a larger 4th Buford Fall Concert with headliners the like of the Doobie Brothers, Bret Michaels, & Kip Moore etc...

Partial RCS Client Listing

Cities/Municipalities

Alpharetta Convention & Visitors Bureau
Arts Council of Cherokee County
City Of Alpharetta
City Of Atlanta
City Of Bainbridge
City Of Carrollton
City Of Cornelia
City Of Canton
City of Cleveland
City Of Douglasville
City Of Duluth
City Of Kingsport
City of Lawrenceville
City Of Lilburn
City Of Marietta
City Of Morrow
City Of Pigeon Forge
City Of Roswell
City Of Sandy Springs
City Of Smyrna
City Of Suwanee
City Of Villa Rica
City Of Woodstock
Eastern Band of Cherokee Indians

Festivals

30A songwriters Festival
Alpharetta Brew Moon Fest
Dalton Friendship House Music Festival
Derby Day
Decatur Beer Festival
Greer Family Fest
Kingsport Funfest
Kingsland Catfish Festival
Macon Cherry Blossom Festival
Milledgeville Deep Roots Festival
North Georgia Fair

Papa Joes BanjoBQue
Taste Of Alpharetta
Tunes By The Tombs
Wire & Wood

Corporations

Carl Black dealerships nationwide
Convenience Sales Network
Country Living Magazine
Jamestown Properties
Spartanburg Regional Health Care System
Texas Health Care Association
National Parkinson's Foundation
Pierre Food Services
Mall Of Georgia

Venues

Atlanta Botanical Garden
Biltmore Estate
Centennial Olympic Park
Cumberland Caverns Live
Chateau Elan
Jekyl Island Historic District
Paulding County Parks & Rec
Six Flags Over Georgia
Stone Mountain Park

Radio Stations

WKHX-FM
WYAY-FM
WJZZ-FM
WSB Radio

Non-Profits

Angel Flight
Alzheimer's Association
March Of Dimes

Photography From Recent RCS Productions' Shows



In accordance with the RFP RCS will provide:

1. supply appropriate and scaled sound & light equipment to meet the requirements of the artists, venue and patrons for the event– specifics listed below
2. Provide qualified personnel to rig, set up, operate and strike production equipment
3. Meet the Requirements of the entertainer/performer riders based on show advance
4. Provide an on site production manager to interface with city staff and local and regional artists.
5. Insurance: RCS Productions maintains \$2,000,000 in liability coverage

System:

PA:

EV XLC Line Array 6 mid Hi Boxes over 4 subs per side flown from mobile stage roof

On Stage audio system including:

Mics, Stands, Cabling, Monitors, DI's

2 digital 32 channel consoles

Lighting:

8 LED Par fixtures downstage

6 LED par fixtures upstage

4 moving head fixtures upstage

Lighting desk

Personnel:

2 audio engineers

1 lighting designer

1 production/stage manager

2-4 stagehands

Trucking

Total Cost: \$9471.00

Inclement Weather Plan:

. If the show needs to be postponed due to inclement weather RCS will make a good faith attempt to advise patrons of postponement in conjunction with the city and the appropriate EMS personnel. We will power down, protect our equipment though the weather and assess when it is appropriate to reset to resume the show.

a. Heavy Rain, Driving Rain, Lightning, Blowing rain, high wind or any weather situation that makes the stage performance area and tech area's to become unsafe due to blowing or standing water.

b/c If it is not possible to reset and restart the show due to ongoing unsafe weather RCS Productions expects payment in full.

x _____ DATE _____

Stephen Moore, President for RCS Productions

2312 Peachford Road Suite A

Dunwoody GA 30338

770.306.9155



REQUEST FOR QUOTE – JULY 3RD SOUND & LIGHTING

PROPOSAL NUMBER: Q22-001PR | ISSUE DATE: March 28, 2022

The City of Villa Rica Parks, Recreation & Leisure Services Department seeks quotes for sound & lighting services. All quotes must be received no later than **2:00 pm on Friday, April 8, 2022.**

Submit proposals to:

Villa Rica Parks, Recreation & Leisure Services Department
Attn: Administrative Office, Gold Dust Park
Reference No. Q22-001PR
646 Industrial Blvd
Villa Rica, GA 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. The ability, capacity and skill of the bidder to perform the contract.
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor.
3. The quality of performance on previous contracts.

For any questions, please email:

Tara Ivey, Administrative Manager
Email: tivey@villarica.org
No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks, Recreation & Leisure Services 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 & Leisure Services Department – July 3rd Sound & Lighting**".
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 an approved vendor. Responsive documents are available online in the Finance Section of the Document Center at [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 three (3) references that your company has provided sound & lighting to in the last three years, including Company name, contact person, address, phone number and e-mail.
8. Must be regularly engaged in the business of providing Sound & Lighting for a minimum of 5 years and must demonstrate that they, or

the principals assigned to the project, have successfully completed, similar to those specified in the requirements listed below of this bid, to at least one customer similar in size and complexity to the City of Villa Rica.

9. Termination of Contract: The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar days written notice.
10. Discounts: Any available discount for prompt payment, government or cooperative purchasing, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.
11. Must provide a wireless/remote system for mixing. No cables, cords, wires, blanks, etc., on the field in conjunction to the mixing station.

IMPORTANT CONSIDERATIONS:

Location:

Sound and lighting services will be at the City's July 3rd event held on the **football field at the following location:**

**Villa Rica Sports Complex (VPlex)
1605 Carrollton Villa Rica Highway
Villa Rica, GA 30180**

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q22-001PR | July 3rd Sound & Lighting
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: _____

Date: _____

DESCRIPTION: Minimum Requirements

1.0 GENERATOR REQUIREMENTS:

1.1 (1) 60kw Generator with adequate fuel and cables.

2.0 BACKLINE:

2.1 (1) 5 Piece drum set up with 3 cymbal stands, kick drum pedal, hi hat and drummer throne; **Gretsch Catalina Club Birch or Yamaha, Pearl, Ludwig, DW equivalent piece. Specify if midlevel or professional series.**

3.0 SPEAKER AND EQUIPMENT REQUIREMENTS: EAW, Meyers, JBL or equivalent

3.1 (8) mid hi's over (8) subs per side, (9) wedges/monitors plus sub for drummer, LS9 FOH console, LS9 Monitor console with (10) mixes, FX, EQ and Comp., Playback CD, (2) engineers, stage tech, (6) wired mics with stands, cabling, delivery setup, and strike of equipment.

3.2 (2) Wireless microphones for announcers

3.3 (2) 10'scaff towers w/walk boards at main stage, (1) process rack, (2) mid per delay tower.

3.4 (1) 6'scaff tower w/walk board (1) process rack, (2) speakers to cover lower parking lot

4.0 LIGHTING REQUIREMENTS:

4.1 24K par 64 Lights hung from genie lift roof, dimmer, controller and gel media LD, delivery, all labor included and strike of equipment.

4.2 (1) 10' spotlight tower with operator

NOTES

- \$2 million general liability insurance. The certificate must list the City of Villa as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change Labor:
- One must include all staging labors/hands during set-up, throughout event and during the break down of all staging equipment.
- **In the event of cancellation, there is no rainout date.**

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Reference No. 2 of 3

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: (_____) _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Concert – Glow Band and A1A Band
AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$10,500.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of a vendor to provide entertainment for the annual July 3rd Fireworks.

BACKGROUND: The department holds an annual concert as part of the July 3rd fireworks event. The department is seeking to hire RCS Productions, Inc. The contract is for Glow Band to perform a 2 hour show from 5:15 pm – 7:15 pm and A1A to perform from 7:30 pm – 9:30 pm.

The city received one bid.

STAFF RECOMMENDATION: Staff recommends approving RCS Productions Inc., to provide the entertainment for the 2022 July 3rd Fireworks on Sunday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$10,500.00

IMPACT: Provision of entertainment so people who visit our event will have an enjoyable experience with family and friends.

MOTION: I make a motion that we approve RCS Productions Inc., to provide the entertainment for the 2022 July 3rd Fireworks on Sunday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$10,500.00.



CONTRACT

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

TODAYS DATE: March, 10th 2022

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

ARTIST: Various

EVENT: Villa Rica July 3rd Celebration

Date	Artist(s)	Concert Cost
Sunday July 3, 2022	Glow Band	\$4,500.00
Sunday July 3, 2022	A1A	\$6,000.00

Artist Costs

\$10,500.00

VENUE: Park at the Parks & Rec **PERFORMANCE TIME:** 5:15pm Glow & 7:30pm A1A – 2 hour show
PURCHASER: City of Villa Rica **REPORT TIME:** ~ 1pm
CONTACT: Courtney Powell **RIDER ATTACHED:** Yes
MOBILE: 678.785.1095 **TICKET SCALING:** N/A

FEE: \$10,500 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$5,250.00 **DUE:** May 20, 2022
PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$5,250.00 **DUE:** July 3, 2022
PAYABLE TO: RCS PRODUCTIONS

TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist & Artist Travel

PURCHASER TO SUPPLY: Stage, Sound, Lights, Power, Permitting, Hospitality, & Green room.

PURCHASER: City of Villa Rica
NAME: Gil McDougal

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Stephen Moore

x _____ DATE _____

ADDRESS:
571 W Bankhead Highway
Villa Rica, GA 30180

x _____ DATE _____

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

PURCHASER:

By: _____
Name: _____
Title: _____

ARTIST RIDER HIGHLIGHTS

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

PRODUCTION SERVICES

Covered Stage Sound & Lights appropriate for professional bands and to cover the expected audience.

PARKING:

Access for Band and Crew Trucks.

SECURITY:

As per city

MERCHANDISING AREA:

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

Accommodations:

N/A

DRESSING ROOMS

Purchaser to provide private dressing room for Artist(s)

HOSPITALITY:

Purchaser to provide Dinner and basic hospitality per Artist's rider to be advanced by RCS Productions.
Dinner for ~ 15 folks – healthy meals to include protein, starch, vegetables, side salad

x _____
Gil McDougal – City of Villa Rica

x _____
Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade

AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 46,232.00

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 \$ 46,232.00.

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 \$ 46,232.00.



Date: April 22nd, 2022

Quote #: 220422-1

To: Erick Broz

RE: Proposal to provide and install six (6) replacement lift station SCADA RTUs for the City of Villa Rica Waste Water Treatment Plant, with turnkey installation.

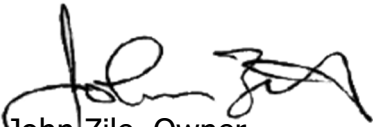
To provide six new lift station Scada RTUs, we are pleased to offer the following:

- Qty (6) New cellular lift station RTU units
 - o NEMA-4X FRP, pad-lockable, electrical enclosure
 - o Nonproprietary, Contemporary Design, With Surge Protection
 - o Allen-Bradley MicroLogix 1400 PLC, Programmed for Your Application
 - o PepWave MAX BR1 Mini Industrial-Grade 4G LTE Router
 - o Station I/O as Shown on Page 2
 - o Removal of the Old RTU & Installation & Startup of New RTU
 - o Reconnecting Existing Wiring to Lift Station Pump Control Panel
 - o Modifications to the Waste Treatment VTScada Application
 - o One Year Cellular Service Included (\$419/year afterwards)
 - o One Year Warranty (excluding lightning/electrical surges & vandalism)

Total price for the products and services described above: \$ 46,232.00*

*The quoted pricing is valid for 60 days from the date of quotation.

Kind regards,


John Zile, Owner
Zile Technology, Inc.

- 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)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for engineering services identified as Addendum # 22 to Water Treatment Plant Improvements Proposal dated March 19, 2018 by Carter & Sloope Engineers for Bathymetric Survey of Lake Paradise, and Yield Study for Lake Cowan, Lake Paradise, and Lake Fashion.

AGENDA DATE: May 10, 2022

DATE PREPARED: April 29, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 48,650.00

GL ACCOUNT #: 505-4115-21200

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? NO

PURPOSE: To engage an engineer to perform the following tasks for reservoir evaluation and development planning.

1. Bathymetric Survey of Lake Paradise
2. Yield Study of Lake Cowan, Lake Paradise, and Lake Fashion
3. Technical Memorandum

BACKGROUND: Currently, the City has a Water Withdrawal Permit issued by EPD for 1.5 mgd (million gallons per day) from all the lakes combined. In order to potentially be granted an increase in the existing Permit, the overall water storage volume, and effective sustainable yield must be determined and demonstrated. Also, once these parameters are known, an estimate of instream waste concentration (IWC) can be calculated to determine indirect potable reuse (IPR) feasibility.

STAFF RECOMMENDATION : Staff recommends engaging Carter & Sloope Engineers for engineering services for conducting a bathymetric survey of Lake Paradise, and yield study of Lake Cowan, Lake Paradise, and Lake Fashion in an amount not to exceed \$48,4650.00.

IMPACT: If the studies are favorable, indicating the potential for greater water yield and sustainability, an increase in the current raw water withdrawal permit may be possible. An increase in the amount of raw water that can be produce will enhance the City's ability to be less dependent on water purchases from neighboring utilities.

MOTION: I move to approve engaging Carter & Sloope Engineers for engineering services for conducting a bathymetric survey of Lake Paradise, and yield study of Lake Cowan, Lake Paradise, and Lake Fashion in an amount not to exceed \$48,4650.00.



April 28, 2022

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 22 to Water Treatment Plant Improvements Proposal
C&S File No.: V8150.006, Tasks 10-12

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 22 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers a change in engineering fees associated with the revised project scope as requested by the Client. Specific services for this Amendment address the requested comprehensive yield study of Lake Cowan, Lake Paradise, and Lake Fashion. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

1. Bathymetric Survey

A bathymetric survey of Lake Paradise will be conducted to define the underwater geometry of the reservoir. This information will be used to develop a stage-storage curve to identify the volume of water stored at each level and the surface area of each level, which impacts the evaporative losses.

The bathymetric data will be collected using a small utility boat outfitted with dual-frequency sonar equipment and real-time GPS equipment. Desktop spatial data software will be used to generate a contour map of the reservoir bottom and to calculate the current available storage volume. C&S will require boat access to Lake Paradise to complete the bathymetric survey. We will also conduct a topographic survey of the shoreline, dam, and emergency spillway to verify the full pool and overflow depths of the reservoir. No property boundary surveys will be competed under this proposed scope of work.

Since Lake Cowan and Lake Fashion were created as a result of the construction of NRCS dams, C&S has as-built plans for these reservoirs that have been utilized to develop stage storage curves. Therefore, no bathymetric surveys for these reservoirs will be conducted at this time.

2. Yield Study

Carter & Sloope, Inc. will conduct a comprehensive yield study of Lake Cowan, Lake Paradise, and Lake Fashion in series to estimate the City's total sustainable water supply volume from surface water contributions as well as theoretical indirect potable reuse (IPR) from Villa Rica's wastewater treatment plant(s) discharged into Lake Cowan.

The basis of the desktop analysis is to develop a mass balance of the reservoir defined by its physical geometry and the sum of the inflows, withdrawals, and outflows. Computer spreadsheet or other computational analysis software will be used to develop a mass balance model of the reservoir and to analyze the maximum withdrawal volume for water supply that can be allowed each day to deplete the storage volume and refill the reservoir after the drought period of record has ended.

Data from U.S. Geological Survey (USGS) stream gaging stations will be evaluated to identify a representative gaging station to be used in estimating flows at the project site. Data from the representative station will be ratioed to the drainage areas of the reservoirs to estimate stream flows.

Additionally, the anticipated increase to the City's surface water withdrawal permit will trigger GA EPD to impose minimum flow requirements to protect aquatic life downstream of the reservoirs. Currently, no 7Q10 streamflow requirement is listed in the special conditions of the City's surface water withdrawal permit. For this phase, C&S will analyze the yield study with and without a base 7Q10 streamflow. Any other more restrictive flow cannot be determined until a surface water withdrawal permit application is submitted for EPD approval.

The comprehensive yield study will also estimate the instream waste concentration (IWC) at the City's raw water intake in Lake Fashion for various IPR discharge rates.

3. Technical Memorandum

The scope of work for this task in the project includes development of a Technical Memorandum summarizing the data inputs, modeling procedure, and outputs for the City's use. This Memorandum will also provide a recommendation for the comprehensive sustainable safe yield of Lake Cowan, Lake Paradise, and Lake Fashion and how it compares to current permitted withdrawal amounts and the future water supply needs of the City.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Bathymetric Survey of Lake Paradise	Total Lump Sum \$19,000
2	Comprehensive Yield Study of Lake Cowan, Lake Paradise and Lake Fashion	Total Lump Sum \$20,000
3	Technical Memorandum	Total Lump Sum \$9,650
		<i>Total of Items 1 - 3 Inclusive: \$48,650</i>

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its requirements including, but not limited to, changes in size, complexity, Client's schedule; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this amendment or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, or other Documents as a result of such review processes.
- e. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- g. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- h. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause, or (4) acceleration of the progress schedule involving services beyond normal working hours.
- i. Geotechnical engineering. The Client should contract directly with a geotechnical engineer for geotechnical consulting services.
- j. Archeological and Historical Preservation consulting;
- k. Delineating wetlands or flood plain determinations.
- l. U.S. Army Corps of Engineering Permitting;
- m. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- n. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- o. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- p. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal III	\$230.00/Hour
Principal II	\$205.00/Hour
Principal I	\$200.00/Hour
Senior Professional Engineer V	\$230.00/Hour
Senior Professional Engineer IV	\$215.00/Hour
Senior Professional Engineer III	\$195.00/Hour
Senior Professional Engineer II	\$180.00/Hour
Senior Professional Engineer I	\$165.00/Hour
Project Engineer VI	\$155.00/Hour
Project Engineer V	\$145.00/Hour
Project Engineer IV	\$135.00/Hour
Project Engineer III	\$125.00/Hour
Project Engineer II	\$115.00/Hour
Project Engineer I	\$105.00/Hour
Staff Engineer	\$95.00/Hour
Project Manager V	\$170.00/Hour
Project Manager IV	\$160.00/Hour
Project Manager III	\$150.00/Hour
Project Manager II	\$140.00/Hour
Project Manager I	\$130.00/Hour
Design Technician III	\$95.00/Hour
Design Technician II	\$90.00/Hour
Design Technician I	\$80.00/Hour
CADD Drafter	\$60.00/Hour
Construction Observer III	\$105.00/Hour
Construction Observer II	\$95.00/Hour
Construction Observer I	\$75.00/Hour
Administrative Support Staff V	\$100.00/Hour
Administrative Support Staff IV	\$90.00/Hour
Administrative Support Staff III	\$80.00/Hour
Administrative Support Staff II	\$70.00/Hour
Administrative Support Staff I	\$60.00/Hour
Registered Land Surveyor	\$105.00/Hour
Sub-Consultants (if required)	Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged at 1.15 times direct cost. Mileage for Additional Services will be invoiced at \$0.57 per mile.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Alex S. Wiseman, P.E.

ASW:bpc

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs*: If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts*: Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices*: If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action*: If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
 5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
16. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

17. Indemnification.
- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
18. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation

as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

19. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Excess (Supplemental) Cyber Liability Insurance

AGENDA DATE: 05/10/22

DATE PREPARED: 05/03/22

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: \$15,067

GL ACCOUNT #: 100-1110-523100

FUNDING SOURCE: General Fund Operating Budget

BUDGETED ITEM? Yes

PURPOSE: To approve supplemental cyber liability insurance through Crum and Forster.

BACKGROUND: When we applied for renewal of our liability insurance with GIRMA, there was an application for supplemental cyber liability insurance. The liability insurance that council approved at the April 12, 2022, meeting included limited cyber coverage.

- \$250,000 per incident
- \$10,000 deductible

This coverage does include access to a panel of resources for mediation if needed, for instance, in the case of a ransomware attack.

Per Meghan Murray (Senior Account Manager – GIRMA) – “The cyber liability market is very challenging for all industry sectors, but particularly public entity. We are seeing significant rate increases and restricted coverage terms when certain controls are not in place. Fortunately, we were able to secure renewal terms from Crum and Forster, and the terms being offered are more favorable since you have controls in place. Please note that the ransomware has been sublimited to \$850,000 with a 15% coinsurance provision. The deductible has also increased to \$15,000.”

Crum and Forrester quoted a price of \$15,067.

STAFF RECOMMENDATION: To approve the excess cyber liability insurance.

IMPACT: Increases our monetary protection in the event of a cyber-attack.

MOTION: I move to approve the Excess Cyber Liability Insurance through Crum and Forster for the quoted price of \$15,067.

Excess Cyber Coverage Comparison

Named Insured: City of Villa Rica

Effective Dates	Expiring 5/1/2021-5/1/2022	Renewal 5/1/2022-5/1/2023
Coverages		
Breach Costs	Included	Included
Cyber Liability	Included	Included
Multimedia Liability	Not Included	Not Included
eCrime Loss	Not Included	Not Included
First Party Loss	Included	Included
Extended First Party Loss	Included	Included
Limits		
Aggregate Limit of Liability	1,000,000	1,000,000
Breach Response Limit of Liability	1,000,000	1,000,000
Sublimits		
eCrime Sublimit of Liability	Not Covered	Not Covered
Dependent Business Sublimit of Liability	100,000	100,000
Ransomware/Malware Sublimit of Liability	Full Limit	850,000
Ransomware/Malware Coinsurance	No Coinsurance	15%
Deductibles		
Deductible	10,000	15,000
Continuity Date	5/17/2021	5/17/2021
Waiting Period	10 Hours	14 Hours
Premium	10,608	15,067

*Premium is subject to Surplus Lines Tax

* Commission 10%

Subjectivities- Required to Bind Coverage

1. Completed and re-signed Crum and Forster Cyber Application
2. A response to the CRITICAL and HIGH severity items in the attached Cyber Loss Control Recommendations
3. Please describe you process to identify software applications in your systems using Log4j, and your process for installing software updates to remediate the associated Log4Shell exploit



CRUM & FORSTER®

A FAIRFAX COMPANY

Crum & Forster Specialty Insurance Company (Non-Admitted)

**A.M. BEST RATED
"A" (EXCELLENT)**

**C&F Simple Cyber
CYBER AND MULTIMEDIA LIABILITY INSURANCE
QUOTATION OF TERMS**

☐ NEW

☒ RENEWAL OF:

POLICY NUMBER: CYB-102009

EXPIRATION DATE: 05/01/2022

NAMED INSURED: City of Villa Rica
STREET ADDRESS: 571 W. Bankhead Hwy.
Villa Rica, GA 30180

PROPOSED POLICY PERIOD: Effective: 05/01/2022 Expiration: 05/01/2023
(12:01 a.m. local time at the address shown above)

POLICY FORM: Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (01/22)

COVERAGE OPTIONS:

- | | | |
|---|--|---|
| ☒ A. Breach Costs | ☐ C. Multimedia Liability
-contingent B/I & P/D | ☒ E. Cyber Extortion Loss |
| ☒ B. Cyber Liability
-network security & privacy liability
-regulatory liability and defense
-PCI fines and assessments
-contingent B/I & P/D | ☐ D. eCrime Loss
-social engineering
-fraudulent funds transfer
-telephone system fraud
-invoice manipulation | ☒ F. First Party Loss
-data asset loss
-loss of income and extra expense
-bricking
-reputational loss
-cryptojacking |

SERVICES: ☒ C&F Cyber Response Team – 24/7/365 ☒ CFcyberASSIST
-Phishing.com Simulations
-Knowledge Center
-Unlimited Advice

SUBJECTIVITIES:

This Quotation is subject to our receipt, review and underwriting approval of the following required additional information prior to binding:

1. Re-signed and dated Application.
2. A response to the CRITICAL and HIGH severity items in the attached Cyber Loss Control Recommendations.
3. Please describe your process to identify software applications in your systems utilizing Log4j, and your process for installing software updates to remediate the associated Log4Shell exploit.

SYSTEMIC EVENT: ☒ Not Excluded ☐ Excluded^
If not excluded, premiums include a **Systemic Event** surcharge of 17.5%



CRUM & FORSTER®
A FAIRFAX COMPANY

Option1

LIMITS OF LIABILITY:

Aggregate Limit of Liability: \$1,000,000

The above amount includes **Claims Expenses** unless amended by specific endorsement to this Policy.

Breach Response Limit of Liability: \$1,000,000

Sublimits of Liability:

eCrime Loss Sublimit of Liability: Not Covered

Dependent Business Sublimit of Liability: \$100,000

Ransomware/Malware Sublimit of Liability: \$850,000

Ransomware/Malware Coinsurance: 15%

RETENTION: each incident or event \$15,000

PREMIUM: \$15,067

CONTINUITY DATE: 05/17/2021

Retroactive Date: None (Full prior unknown acts)

WAITING PERIOD: 14 hours

THE FOLLOWING NOTICES AND ENDORSEMENTS, IF ANY, WILL BE ADDED TO THE BASIC POLICY:

SC-POL-002 (01/22)	Cyber and Multimedia Liability Insurance Policy
CS 07 001 01 21	Signature Page (Crum and Forster Specialty Insurance Company)
IL P 001 01 04	U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders
SOP CF 07 16	Service of Process Clause (C&FS)
SC-TRIA-001 (08/20)	Disclosure Pursuant to Terrorism Risk Insurance Act
SC-END-001 (01/22)	Cap on Losses from Certified Acts of Terrorism
SC-END-069 (11/20)	Specific Circumstance Exclusion Endorsement
SC-END-098 (01/22)	Neglected Software Coinsurance/Sublimit Endorsement
SC-END-094 (12/21)	Biometric Information Exclusion Endorsement

IMPORTANT: PLEASE READ CAREFULLY

In order to complete the underwriting process, we require that you send us the additional information ("subjectivities") requested above. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. If between the date of this Quotation and the Effective Date of the proposed policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at our option, this Quotation may be withdrawn by written notice thereof to the Applicant. We also reserve the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

This Quotation is conditioned upon the Applicant's agreement to accept delivery of the policy, endorsements and any policyholder notices by electronic means. The Applicant's acceptance of this Quotation signifies their agreement to this.

THIS QUOTATION WILL REMAIN VALID UNTIL: 05/17/2022



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 187-292

AGENDA DATE: 05-10-2022

DATE PREPARED: 05-03-2022

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.

Mid-Year Budget Changes/Requests

Building Maintenance - 4900

<u>Line Item</u>	<u>Item</u>	<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
1004900511100	Building & Project Specialist descrip & salary adj	Change title & promote two Maint. Techs		\$ 7,370
1004900531710	Operating Budget Increase	Lock sets, hardware, consumables		10,000
1004900531600	Carpet Machine	Custodial equipment		3,500
1004900531600	Small Equipment Budget Increase	Custodial & Building		6,000
1004900531700	Uniform Increase	New custodian = uniform, jacket, etc.		1,500
3504900542500	Welder & Spool Gun	Welder & Spool Gun	\$ 8,550	
1004900522210	Lean-To Build	Shop build + Electrical Install	6,092	
1004900531710	Chemical Dispensers and Chemical	Chemical for Custodians	1,486	
3504900542500	Key Cutter and Coring Machine	Key Cutter & Coring Machine	7,829	
Total			\$ 23,957	\$ 28,370
				\$ 52,327

Building Inspections - 7220

<u>Item</u>	<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
3507220542200	Truck for New Inspector	New reliable vehicle for inspector	\$ 30,000
1007220511100	Savings from Vacant Inspector Position	Inspector hired 04/26/22	(30,000)
Total		\$ -	\$ -
			\$ -

Community Development - 7400

<u>Item</u>	<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
1007400522210	Break Room - Civic Center	Community Dev. Breakroom	\$ 5,000
1007400522210	VPlex Comm Dev Construction	Construction materials	\$ 8,210
1007400531600	Small Equipment	Printer, Scanner, Desks, File Cabinets, Monitors	7,605
1007400511100	Overlap of Comm Dev Admin Assist.	As of 12/15/21	10,351
Total		\$ 26,166	\$ 5,000
			\$ 31,166

Mid-Year Budget Changes/Requests

Public Works - 4110

<u>Item</u>		<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
1004110531270	Gasoline/Diesel	Operations		\$ 1,500
1004110531600	Small Equipment	Operations		1,000
1004110511100	Sign Shop - Engineering Assist	As of 05/01/2022	\$ 18,011	
1004110511100	Sign Shop / Sign Tech	As of 05/01/2022 - Transfer funds from Grounds	-	
Total			\$ 18,011	\$ 2,500
				\$ 20,511

Streets - 4210

<u>Item</u>		<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
1004210522230	M/R Vehicles	Operations		\$ 2,500
1004210531710	Operating Supplies - Sign Shop	Posts, Anchors, Vinyl, Stop Signs, Street Blanks, Etc.		22,000
1004210522250	Tree Cutting	Stockmar Road		7,000
1004210522250	Tree Cutting	Rockmart Road		9,000
1004210522250	Tree Cutting	Boy Scout Trim		9,000
1004210522240	Street Material	Bins Behind Avanti		60,000
1004210522240	Berkley Park	Tree Removal and Sidewalk Fix		50,000
1004210522240	Reid Plantation	Tree Removal and Sidewalk Fix		50,000
1004210531231	Street Lights	Additions - Georgia Power		60,000
3504210542500	Sign Machine Equipment	Equipment	6,050	-
Total			\$ 6,050	\$ 269,500
				\$ 275,550

Grounds - 4910

<u>Item</u>		<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
1004910522220	M/R Equipment	Operations		\$ 3,000
1004910531600	Small Equipment	Operations		\$ 2,000
1004910511100	Grounds Maint. Manager	As of 03/31/22 actual pay more than budget	\$ 3,224	
Total			\$ 3,224	\$ 5,000
				\$ 8,224

Mid-Year Budget Changes/Requests

Fleet Maint. - 4905

			<u>CM Approved</u>	<u>New Request</u>
<u>Item</u>		<u>Description</u>		
1004905521300	Technical	Operations		\$ 4,000
1004905522220	M/R Equipment	Operations		4,000
1004905522230	M/R Vehicles	Operations		2,000
1004905522320	Rental of Equipment	Operations		1,000
1004905531100	Office Supplies	Operations		1,000
1004905531600	Small Equipment	Operations		7,000
1004905531700	Uniforms	Operations		1,000
1004905531710	Operating Supplies	Operations		4,000
1004905522210	M/R Buildings	Remodel Office	\$ 4,000	
1004905511100	Fleet Reorg	As of 02/15/22 actual pay more than budget	3,149	
1004905511100	New Lube Technician	As of 11/22/21	31,721	
			Total	\$ 38,870 \$ 24,000 \$ 62,870

Parks - Athletics - 6120

			<u>CM Approved</u>	<u>New Request</u>
<u>Item</u>		<u>Description</u>		
1006120511100	Promote Maint. Position to Crew Leader	Can be absorbed in current budget		\$ -
			Total	\$ - \$ - \$ -
			General Fund Salary/Operating/Capital Grand Total	\$ 116,278 \$ 334,370 \$ 450,648

Mid-Year Budget Changes/Requests

Solid Waste - 4500

			<u>CM Approved</u>	<u>New Request</u>
<u>Item</u>		<u>Description</u>		
5404500522220	M/R Equipment	Operations		\$ 5,000
5404500522230	M/R Vehicles	Operations		10,000
5404500523700	Education & Training	CDL Training for 3 Employees		10,000
5404500531700	Uniforms	Operations		3,000
5404500531710	Operating Supplies	Operations		1,000
5404500522210	M/R Buildings	Remodel Office	\$ 6,000	
5404500511100	New SW Manager Position	As of 03/31/22	26,913	
			Sanitation & Solid Waste Fund Total	\$ 32,913 \$ 29,000 \$ 61,913

Stormwater - 4320

			<u>CM Approved</u>	<u>New Request</u>
<u>Item</u>		<u>Description</u>		
5604320541420	Stormwater Improvements	Flowers Culvert		\$ 290,000
560334110	GDOT Reimbursements	Flowers Culvert (GDOT Reimbursement)		(185,000)
5604320541420	Stormwater Improvements	Drainage Temple Street (Los Cowboys) - Design		15,000
5604320541420	Stormwater Improvements	Pine Mtn Drainage - Design		18,000
5604320541420	Stormwater Improvements	N Candler Street Drainage - Design		30,000
5604320541420	Stormwater Improvements	Old Tanyard Road Culvert Replacement - Design		18,000
5604320541420	Stormwater Improvements	Mirror Lake Dam Drainage - Design		40,000
5604320549999	Capital Project - Offset			(226,000)
			Stormwater Fund Total	\$ - \$ - \$ -

Mid-Year Budget Changes/Requests

Utility Administration - 4115

<u>Item</u>		<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
5054115521200	Professional Services	Additional services provided by Engineering Firms		\$ 65,000
		(Carter and Sloope, Brennan Jones, Paul Simonton)		
Total			\$ -	\$ 65,000
				\$ 65,000

Wastewater Plant - 4330

<u>Item</u>		<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
5054330531270	Gasoline/Diesel	Increase in fuel costs; Increase in diesel pump usage		\$ 10,000
5054330521800	Lab Services	Monthly & Annual testing for both treatment facilities		13,500
5054330522120	Tipping fees and Landfill	Addtl hauls from both plants and increase in fuel costs		11,500
5054330522210	M/R Buildings	Electrical repairs at both treatment plants		8,000
5054330522220	M/R Equipment	Plant and lift station equipment and pump repairs		112,000
5054330531210	Water/Sewer	Replish funds that were transferred to M/R Equip		42,600
5054330531230	Electricity	Replish funds that were transferred to M/R, Chemicals & lab svcs		100,000
5054330523850	Contract Labor	Electrician work by Coopsons and Kelly Electric		10,000
5054330531110	Chemicals	Cost increase for Polymer (used at both plants)		37,000
5054330531210	W / S Expense	Reduction in water use and expense		(9,000)
Total			\$ -	\$ 335,600
				\$ 335,600

Mid-Year Budget Changes/Requests

Water Treatment Plant - 4420

<u>Item</u>	<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
5054420521800	Lab Services	Additional testing relative to Indirect reuse	40,000
		Total	\$ - \$ 40,000 \$ 40,000

Distribution & Collection - 4440

<u>Item</u>	<u>Description</u>	<u>CM Approved</u>	<u>New Request</u>
5054420531270	Gasoline/Diesel	Increase in fuel expenses	\$ 20,000
		Total	\$ - \$ 20,000 \$ 20,000

W&S Fund Salary/Operating/Capital Grand Total **\$ - \$ 460,600 \$ 460,600**

Total All Funds Salary/Operating/Capital Grand Total **\$ 149,191 \$ 823,970 \$ 973,161**

SUMMARY					
	<u>General</u>	<u>Solid Waste</u>	<u>Stormwater</u>	<u>W&S</u>	<u>Total</u>
CM Approved - Capital	\$ 22,429	\$ -	\$ -	\$ -	\$ 22,429
CM Approved - Operating	27,393	6,000	-	-	33,393
CM Approved - Salary	66,456	26,913	-	-	93,369
Total	\$ 116,278	\$ 32,913	\$ -	\$ -	\$ 149,191
New Request - Capital	\$ -	\$ -	\$ 411,000	\$ -	\$ 411,000
New Request - Capital GDOT Reimb. Offset	-	-	(185,000)	-	(185,000)
New Request - Capital - Expense Offset	-	-	(226,000)	-	(226,000)
New Request - Operating	327,000	29,000	-	460,600	816,600
New Request - Salary	7,370	-	-	-	7,370
Total	\$ 334,370	\$ 29,000	\$ -	\$ 460,600	\$ 823,970
Grand Total	\$ 450,648	\$ 61,913	\$ -	\$ 460,600	\$ 973,161

General Fund Budget Impact:

Additional Revenue:

LOST - Carroll County	\$ 127,000
TAVT	57,000
Electric Franchise	19,000
Natural Gas Franchise	17,250
Fund Balance*	292,311

Water & Sewer Budget Impact:

Fund Balance	460,600
	\$ 973,161

**Using a portion of the \$490k Fund Balance that was set aside for Butterballs.
Estimating \$35k for demolishing Butterballs
Also, General Fund is funding the requests for Solid Waste Fund .*

Mid-Year Budget Changes/Requests

REORGANIZATION - TRANSFER OF POSITIONS BETWEEN DEPARTMENTS - BUDGET NEUTRAL

Line Item	Line Item Description	Detail	Amount
1001320511100	City Manager - Regular Employees	Transfer Proj. Manager fr Comm Dev to City Manager	\$ 56,269
1001320512200	City Manager - FICA	Transfer Proj. Manager fr Comm Dev to City Manager	4,305
1007400511100	Comm Dev - Regular Employees	Transfer Proj. Manager fr Comm Dev to City Manager; Transfer Site Insp fr Comm Dev to Public Works; Transfer funding for Public Works Director salary difference	(114,426)
1007400512200	Comm Dev - FICA	Transfer Proj. Manager fr Comm Dev to City Manager; Transfer Site Insp fr Comm Dev to Public Works; Transfer funding for Public Works Director salary difference	(8,754)
1004110511100	Public Wks - Regular Employees	Works Director salary difference; Transfer Previous Ground Maint. Mgr to Public Works	89,206
1004110512200	Public Wks - FICA	Transfer Site Insp fr Comm Dev to Public Works; Transfer funding for Public Works Director salary difference; Transfer Previous Ground Maint. Mgr to Public Works	6,824
1004900511100	Bldg Maint - Regular Employees	Transfer Auto Mechanic fr Bldg Maint to Fleet Maint.	(21,775)
1004900512200	Bldg Maint - FICA	Transfer Auto Mechanic fr Bldg Maint to Fleet Maint.	(1,666)
1004905511100	Fleet Maint - Regular Employees	Transfer Auto Mechanic fr Bldg Maint to Fleet Maint.	21,775
1004905512200	Fleet Maint - FICA	Transfer Auto Mechanic fr Bldg Maint to Fleet Maint.	1,666
1004910511100	Grounds - Regular Employees	Transfer Previous Grounds Mgr to Public Works & Transfer Athletic Grounds Mgr to New Grounds Mgr	(5,049)
1004910512200	Grounds - FICA	Transfer Previous Grounds Mgr to Public Works & Transfer Athletic Grounds Mgr to New Grounds Mgr	(386)
1006120511100	Parks Athletics - Regular Employees	Transfer Athletic Grounds Mgr to New Grounds Mgr	(26,000)
1006120512200	Parks Athletics - FICA	Transfer Athletic Grounds Mgr to New Grounds Mgr	(1,989)
Total			\$ -

OTHER BUDGET AMENDMENTS

Police Department - Retention Bonus

Source of Funds: LOST - Douglas County

\$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 and chief. CC approved 04/12/22

Item	Account Name	Account Type	Amount
100-313120	LOST - Douglas County	Revenue	107,030
100-3210-511100	Police - Salary Expense	Expense	99,424
100-3210-512200	Police - FICA	Expense	7,606

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. 187-292, 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

BUDGET IMPORT FILE FOR CASELLE

	Fund	Line Item	Item	Description	Amount
187	100	1004900511100	Building & Project Specialist descrip & salary adj	Change title & promote two Maint. Techs	3,685
188	100	1004900511100	Building & Project Specialist descrip & salary adj	Change title & promote two Maint. Techs	3,685
189	100	1004900531710	Operating Budget Increase	Lock sets, hardware, consumables	10,000
190	100	1004900531600	Carpet Machine	Custodial equipment	3,500
191	100	1004900531600	Small Equipment Budget Increase	Custodial & Building	6,000
192	100	1004900531700	Uniform Increase	New custodian = uniform, jacket, etc.	1,500
193	350	3504900542500	Welder & Spool Gun	Welder & Spool Gun	8,550
194	100	1004900522210	Lean-To Build	Shop build + Electrical Install	6,092
195	100	1004900531710	Chemical Dispensers and Chemical	Chemical for Custodians	1,486
196	350	3504900542500	Key Cutter and Coring Machine	Key Cutter & Coring Machine	7,829
197	350	3507220542200	Truck for New Inspector	New reliable vehicle for inspector	30,000
198	100	1007220511100	Savings from Vacant Inspector Position	Inspector hired 04/26/22	(30,000)
199	100	1007400522210	Break Room - Civic Center	Community Dev. Breakroom	5,000
200	100	1007400522210	VPlex Comm Dev Construction	Construction materials	8,210
201	100	1007400531600	Small Equipment	Printer, Scanner, Desks, File Cabinets, Monitors	7,605
202	100	1007400511100	Overlap of Comm Dev Admin Assist.	As of 12/15/21	10,351
203	100	1004110531270	Gasoline/Diesel	Operations	1,500
204	100	1004110531600	Small Equipment	Operations	1,000
205	100	1004110511100	Sign Shop - Engineering Assist	As of 05/01/2022	18,011
206	100	1004110511100	Sign Shop / Sign Tech	As of 05/01/2022 - Transfer funds from Grounds	-
207	100	1004210522230	M/R Vehicles	Operations	2,500
208	100	1004210531710	Operating Supplies - Sign Shop	Posts, Anchors, Vinyl, Stop Signs, Street Blanks, Etc.	22,000
209	100	1004210522250	Tree Cutting	Stockmar Road	7,000
210	100	1004210522250	Tree Cutting	Rockmart Road	9,000
211	100	1004210522250	Tree Cutting	Boy Scout Trim	9,000
212	100	1004210522240	Street Material	Bins Behind Avanti	60,000
213	100	1004210522240	Berkley Park	Tree Removal and Sidewalk Fix	50,000
214	100	1004210522240	Reid Plantation	Tree Removal and Sidewalk Fix	50,000
215	100	1004210531231	Street Lights	Additions - Georgia Power	60,000
216	100	3504210542500	Sign Machine Equipment	Equipment	6,050
217	100	1004910522220	M/R Equipment	Operations	3,000
218	100	1004910531600	Small Equipment	Operations	2,000
219	100	1004910511100	Grounds Maint. Manager	As of 03/31/22 actual pay more than budget	3,224
220	100	1004905521300	Technical	Operations	4,000
221	100	1004905522220	M/R Equipment	Operations	4,000
222	100	1004905522230	M/R Vehicles	Operations	2,000
223	100	1004905522320	Rental of Equipment	Operations	1,000
224	100	1004905531100	Office Supplies	Operations	1,000
225	100	1004905531600	Small Equipment	Operations	7,000
226	100	1004905531700	Uniforms	Operations	1,000

BUDGET IMPORT FILE FOR CASELLE

	Fund	Line Item	Item	Description	Amount
227	100	1004905531710	Operating Supplies	Operations	4,000
228	100	1004905522210	M/R Buildings	Remodel Office	4,000
229	100	1004905511100	Fleet Reorg	As of 02/15/22 actual pay more than budget	3,149
230	100	1004905511100	New Lube Technician	As of 11/22/21	31,721
231	100	1006120511100	Promote Maint. Position to Crew Leader	Can be absorbed in current budget	-
232	540	5404500522220	M/R Equipment	Operations	5,000
233	540	5404500522230	M/R Vehicles	Operations	10,000
234	540	5404500523700	Education & Training	CDL Training for 3 Employees	10,000
235	540	5404500531700	Uniforms	Operations	3,000
236	540	5404500531710	Operating Supplies	Operations	1,000
237	540	5404500522210	M/R Buildings	Remodel Office	6,000
238	540	5404500511100	New SW Manager Position	As of 03/31/22	26,913
239	560	5604320541420	Stormwater Improvements	Flowers Culvert	290,000
240	560	5604320541420	Stormwater Improvements	Drainage Temple Street (Los Cowboys) - Design	15,000
241	560	5604320541420	Stormwater Improvements	Pine Mtn Drainage - Design	18,000
242	560	5604320541420	Stormwater Improvements	N Candler Street Drainage - Design	30,000
243	560	5604320541420	Stormwater Improvements	Old Tanyard Road Culvert Replacement - Design	18,000
244	560	5604320541420	Stormwater Improvements	Mirror Lake Dam Drainage - Design	40,000
245	505	5054115521200	Professional Services	Additional services provided by Engineering Firms	65,000
246	505	5054330531270	Gasoline/Diesel	Increase in fuel costs; Increase in diesel pump usage	10,000
247	505	5054330521800	Lab Services	Monthly & Annual testing for both treatment facilities	13,500
248	505	5054330522120	Tipping fees and Landfill	Addtl hauls from both plants and increase in fuel costs	11,500
249	505	5054330522210	M/R Buildings	Electrical repairs at both treatment plants	8,000
250	505	5054330522220	M/R Equipment	Plant and lift station equipment and pump repairs	112,000
251	505	5054330531210	Water/Sewer	Replish funds that were transferred to M/R Equip	42,600
252	505	5054330531230	Electricity	Replish funds that were transferred to M/R, Chemicals & lab svcs	100,000
253	505	5054330523850	Contract Labor	Electrician work by Coopsons and Kelly Electric	10,000
254	505	5054330531110	Chemicals	Cost increase for Polymer (used at both plants)	37,000
255	505	5054330531210	W / S Expense	Reduction in water use and expense	(9,000)
256	505	5054420521800	Lab Services	Additional testing relative to Indirect reuse	40,000
257	505	5054420531270	Gasoline/Diesel	Increase in fuel expenses	20,000
258	505	505381000	Use of Fund Balance	W&S Fund Balance funding for W&S Expenses	(460,600)
259	560	5604320549999	Capital - Offset	Stormwater Capital Offset	(226,000)
260	560	560334110	GDOT Reimbursements	Flowers Culvert (GDOT Reimbursement)	(185,000)
261	540	540391130	Transfer In General Fund	Transfer fr General Fund for SW items	(61,913)
262	100	100313110	LOST - Carroll County	Addtl estimated LOST based on trends	(127,000)
263	100	100311315	TAVT	Addtl estimated TAVT based on trends	(57,000)
264	100	100311710	Electric Franchise	Addtl estimated Electric Franchise based on trends	(19,000)
265	100	100311730	Natural Gas Franchise	Addtl estimated Natural Gas Franchise based on trends	(17,250)
266	100	100381000	Use of Fund Balance	Using funds placed back in fund balance due to Butterballs	(292,311)

BUDGET IMPORT FILE FOR CASELLE

	Fund	Line Item	Item	Description	Amount
267	100	1009000611540	Transfer Out to Solid Waste	General Fund funding SW items	61,913
268	100	1009000611021	Transfer Out to GF Capital Project	General Fund funding Capital items	52,429
269	350	350391100	Capital Projects Transfer In fr General Fund	Transfer fr General Fund for Capital items	(52,429)
270	100	1009000611021	Transfer Out to GF Capital Project	Remove Butterball funding	(490,530)
271	100	100381000	Use of Fund Balance	Remove Butterball funding	490,530
272	350	3507540541310	Bldg Imprv - Welcome Center/Butterball	Remove Butterball funding	(490,530)
273	350	350391100	Capital Projects Transfer In fr General Fund	Remove Butterball funding	490,530
274	100	100381000	Use of Fund Balance	Demolish Butterballs - Estimate Only	(35,000)
275	100	1007540522210	M/R Buildings	Demolish Butterballs - Estimate Only	35,000
276	100	1001320511100	City Manager - Regular Employees	Transferring Positions between dept - budget neutral	56,269
277	100	1001320512200	City Manager - FICA	Transferring Positions between dept - budget neutral	4,305
278	100	1007400511100	Comm Dev - Regular Employees	Transferring Positions between dept - budget neutral	(114,426)
279	100	1007400512200	Comm Dev - FICA	Transferring Positions between dept - budget neutral	(8,754)
280	100	1004110511100	Public Wks - Regular Employees	Transferring Positions between dept - budget neutral	89,206
281	100	1004110512200	Public Wks - FICA	Transferring Positions between dept - budget neutral	6,824
282	100	1004900511100	Bldg Maint - Regular Employees	Transferring Positions between dept - budget neutral	(21,775)
283	100	1004900512200	Bldg Maint - FICA	Transferring Positions between dept - budget neutral	(1,666)
284	100	1004905511100	Fleet Maint - Regular Employees	Transferring Positions between dept - budget neutral	21,775
285	100	1004905512200	Fleet Maint - FICA	Transferring Positions between dept - budget neutral	1,666
286	100	1004910511100	Grounds - Regular Employees	Transferring Positions between dept - budget neutral	(5,049)
287	100	1004910512200	Grounds - FICA	Transferring Positions between dept - budget neutral	(386)
288	100	1006120511100	Parks Athletics - Regular Employees	Transferring Positions between dept - budget neutral	(26,000)
289	100	1006120512200	Parks Athletics - FICA	Transferring Positions between dept - budget neutral	(1,989)
290	100	100313120	LOST - Douglas County	PD Retention Bonus - CC Approved 04/12/22	(107,030)
291	100	1003210511100	Police - Salary Expense	PD Retention Bonus - CC Approved 04/12/22	99,424
292	100	1003210512200	Police - FICA	PD Retention Bonus - CC Approved 04/12/22	7,606

GENERAL FUND
Budget By Department
For the Month Ending April 30, 2022

		4/30/2022	5/10/2022	5/10/2022	5/10/2022		
		Adopted BUDGET	CY Amended BUDGET	Proposed Amendments	Budget Neutral Transfers	Police Retention Bonus Amend	+/- % from Adopted Budget
1110	Mayor & Council	482,949	446,317	-	-	-	-7.6%
TOTAL GOVERNING BODY		482,949	446,317	-	-	-	-7.6%
1320	City Manager	474,085	495,810	-	60,574	-	17.4%
1330	City Clerk	162,523	172,268	-	-	-	6.0%
1510	Finance	499,400	501,255	-	-	-	0.4%
1530	Legal	95,000	95,000	-	-	-	0.0%
1535	Information Technology	262,720	322,303	-	-	-	22.7%
1540	Human Resources	249,783	250,191	-	-	-	0.2%
1590	Customer Service	503,401	522,842	-	-	-	3.9%
TOTAL ADMINISTRATION		2,246,912	2,359,669	-	60,574	-	7.7%
7220	Building Inspection	203,961	203,961	(30,000)	-	-	-14.7%
7400	Community Development	642,227	659,859	31,166	(123,180)	-	-11.6%
7450	Code Enforcement	237,336	238,293	-	-	-	0.4%
TOTAL COMMUNITY DEV		1,083,525	1,102,113	1,166	(123,180)	-	-9.5%
7520	Economic Development	-	-	-	-	-	0.0%
7540	Tourism	125,334	125,749	-	-	-	0.3%
7550	Main Street	274,327	351,858	-	-	-	28.3%
6172	Gold Museum	467,058	468,707	-	-	-	0.4%
TOTAL ECONOMIC DEV		866,719	946,313	-	-	-	9.2%
2650	Municipal Court	229,008	229,423	-	-	-	0.2%
TOTAL JUDICIAL		229,008	229,423	-	-	-	0.2%
3210	Police	4,817,543	4,940,698	-	-	107,030	4.8%
3226	Custody of Prisoners	31,500	31,500	-	-	-	0.0%
3520	Fire Fighting	498,322	498,322	-	-	-	0.0%
3910	Animal Control	75,000	75,000	-	-	-	0.0%
TOTAL PUBLIC SAFETY		5,422,365	5,545,520	-	-	107,030	4.2%

GENERAL FUND
Budget By Department
For the Month Ending April 30, 2022

		4/30/2022	5/10/2022	5/10/2022	5/10/2022		
		Adopted BUDGET	CY Amended BUDGET	Proposed Amendments	Budget Neutral Transfers	Police Retention Bonus Amend	+/- % from Adopted Budget
4110	Public Works	327,515	328,751	20,511	96,030	-	36.0%
4210	Streets	936,576	945,296	269,500	-	-	29.7%
4900	Building Maint	444,389	446,575	35,948	(23,441)	-	3.3%
4905	Fleet Maint	127,016	127,016	62,870	23,441	-	68.0%
4910	Grounds Maint	752,419	755,972	8,224	(5,435)	-	0.8%
TOTAL PUBLIC WORKS		2,587,916	2,603,610	397,053	90,595	-	19.4%
5500	Senior Center	279,115	280,563	-	-	-	0.5%
TOTAL HEALTH & WELFARE		279,115	280,563	-	-	-	0.5%
6110	Recreation - Admin	575,107	575,827	-	-	-	0.1%
6120	Recreation - Athletics	557,928	589,496	-	(27,989)	-	0.6%
6130	Recreation - Events	354,110	332,454	-	-	-	-6.1%
6510	Library	505,451	507,697	-	-	-	0.4%
TOTAL RECREATION		1,992,597	2,005,475	-	(27,989)	-	-0.8%
TOTAL GENERAL FUND EXPENDITURES		15,191,105	15,519,003	398,219	-	107,030	5.5%
9000	Transfers - General Fund	685,570	1,473,971	52,429	-	-	122.6%
9000	Transfers - ARPA	-	5,996,642	-	-	-	0.0%
OTHER FINANCING USES		685,570	7,470,613	52,429	-	-	997.3%
TOTAL GENERAL FUND EXPENDITURES & USES		15,876,675	22,989,615	450,648	-	107,030	48.3%

ARPA FUNDING transfer out to W&S Fund approx. \$6m

OTHER FUNDS
Budget By Department
For the Month Ending April 30, 2022

		4/30/2022	5/10/2022	5/10/2022	5/10/2022			
		Adopted BUDGET	CY Amended BUDGET	Proposed Amendments	Budget Neutral Transfers	Other Transfers	Proposed AMENDED BUDGET	+/- % from Adopted Budget
4115	Utility Director	465,000	521,124	65,000	-	-	586,124	26.0%
4330	Wastewater Plant	2,660,735	2,695,413	335,600	-	-	3,031,013	13.9%
4420	Water Treatment Plant	1,460,804	1,479,336	40,000	-	-	1,519,336	4.0%
4440	Distribution & Collection	1,827,972	1,859,428	20,000	-	-	1,879,428	2.8%
8000	Debt Service - WSF	6,500	6,500	-	-	-	6,500	0.0%
9000	Operating Transfers - WSF	3,572,225	3,572,226	-	-	-	3,572,226	0.0%
TOTAL WATER & SEWER FUND EXPENDITURES & USES		9,993,236	10,134,027	460,600	-	-	10,594,627	6.0%
4320	Stormwater	385,195	385,616	-	-	-	385,616	0.1%
4500	Solid Waste	1,450,038	1,451,081	61,913	-	-	1,512,994	4.3%
9000	Other Financing Uses - SWF	60,061	60,061	-	-	-	60,061	0.0%
TOTAL OTHER FUNDS EXPENDITURES & USES		1,895,294	1,896,758	61,913	-	-	1,958,671	3.3%
TOTAL ALL MAJOR FUNDS EXPENDITURES & USES		27,765,205	35,020,400	973,161	-	107,030	36,100,591	30.0%



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To approve a new five-year agreement with GFL Environmental, Inc.

AGENDA DATE: 05/10/22

DATE PREPARED: 04/28/22

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To approve a new five-year agreement with GFL Environmental, Inc. for residential curbside pickup beginning June 1, 2022.

BACKGROUND: In April 2019, the City began its three-year contract with GFL as the exclusive provider of curbside residential garbage pickup. The current rate is \$12.66/cart/mth. In December 2021, the City issued a 90-day notice of intent to cancel the contract with an addendum issued in March to extend until a new contract is awarded. An RFP was issued February 10th with a due date of March 25th. Two firms responded to the RFP with the following terms:

<u>Vendor/Proposer</u>	<u>2-year</u>	<u>3-Year</u>	<u>5-year</u>
Waste Pro of Georgia, Inc			
Per Cart @ Curbside/Mth.	\$ 18.05	\$ 15.04	\$ 15.04
City Dumpster Charges	\$ 2,948.31	\$ 2,456.93	\$ 2,456.93
Total Combined Monthly Rate*	\$ 102,212.31	\$ 85,176.93	\$ 85,176.93
GFL Environmental, Inc.			
Per Cart @ Curbside/Mth.	\$ 14.75	\$ 14.45	\$ 13.75
2nd Cart @ Curbside/Mth.	\$ 9.00	\$ 8.75	\$ 8.50
City Dumpster Charges	\$ -	\$ -	\$ -
Total Combined Monthly Rate*	\$ 81,125.00	\$ 79,475.00	\$ 75,625.00
*Based on 5,500 homes - one cart only			

STAFF RECOMMENDATION: To approve a new five-year agreement with GFL Environmental, Inc. for \$13.75/cart/mth. (\$8.50 for 2nd cart) effective June 1, 2022.

IMPACT: We will experience a rate change each year based on CPI-U beginning June 1, 2023.

MOTION: I move that we approve a five-year agreement with GFL Environmental, Inc. for \$13.75/cart/mth. (\$8.50 for 2nd cart) effective June 1, 2022.

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the ____ day of _____, 20__, by and between the City of Villa Rica, hereinafter referred to as "CUSTOMER", and Waste Industries of Atlanta, LLC dba GFL Environmental hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Carroll and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of 5 years beginning June 1, 2022 and ending May 31, 2027 (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional **1 year periods** (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term. **The term is subject to and conditioned upon the provisions of OCGA 36-60-13.**

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste in the City of Villa Rica from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95-Gallon cart to be serviced on a once per week basis. Contractor will only pick up items placed in the cart; no items placed outside of the cart will be serviced. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) Customer Facility Trash Collection- Commercial Front Load services will be provided free of charge at the following locations:

Fullerville Ball Park: 1-6cyd dumpster

Powell Park: 1-8cyd dumpster

Avanti Building: 2-6cyd dumpsters

Courthouse and Police Department: 2-8cyd dumpsters

City Hall: 1-6cyd dumpster

New Library: 1-6cyd dumpster
Pine Mountain Gold Museum: 1-6cyd dumpster
V-Plex Recreational Facility: 1-8cyd dumpster
Gold Dust Park: 2-6cyd dumpsters

3. Types of Waste; Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.
- b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- c) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;
 - (ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and
 - (iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- d) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. The CONTRACTOR shall maintain all equipment, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced that do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 5,500 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services.

8. Adjustments:

a) The Service Fee will be increased annually every **June 1, beginning on June 1, 2023** to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) In the event that the cost of fuel as reported by the U.S. Energy Information Administration's, On Highway Diesel Prices, Lower Atlantic Region, meets or exceeds an average cost of \$3.83 per gallon for a 30 day period a 5% surcharge will be added. The surcharge will remain in effect until the average cost reduces below \$3.83 for a 30-day period.

c) In addition, the Service Fee may be adjusted at any time upon 30 days' advance notice if such adjustments arise out of changes in direct operational costs related to provision of the

Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination due to race, color, religion, sex, national origin or physical disability.

10. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, as and when requested by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence

of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, pandemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

CONTRACTOR shall provide certificates of insurance to CUSTOMER

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Atlanta, Georgia or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries of Atlanta, LLC
Dba GFL Environmental
2699 Cochran Industrial Blvd.
Douglasville, GA 30134
Attn: General Manager
Telephone Number: 770-577-3545

If to CUSTOMER, to:

City of Villa Rica
571 Bankhead Highway
Villa Rica, GA 30180
Attn: City Manager
Telephone: 770-459-7000

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in 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.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Villa Rica and Waste Industries of Atlanta LLC, dba GFL Environmental have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Villa Rica

Waste Industries of Atlanta, LLC dba
GFL Environmental

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Curbside Collection Services utilizing the Contractor's waste disposal site. Service level will be 1x week in Contractor provided 95-gallon cart.

Rate per cart per month: \$13.75. If a customer wants a second cart, it will be an additional \$8.50 per cart per month.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To approve the updated customer sanitation rates due to the new GFL contract.

AGENDA DATE: 05/10/22

DATE PREPARED: 04/28/22

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: \$24,852 (4 months)

GL ACCOUNT #: 540-4500-522110

FUNDING SOURCE: Solid Waste Operating Budget

BUDGETED ITEM? No

PURPOSE: To approve the updated customer sanitation rates due to the new GFL contract beginning June 1, 2022.

BACKGROUND:

GFL Rate - Current vs. 2 or 3 or 5 Year Contract				
	Current	5 Year	3 Year	2 Year
First Cart	12.66	13.75	14.45	14.75
Second Cart	12.66	8.50	8.75	9.00
GFL Rate - Current vs. 5 Year Contract				
	Current	5 Year	\$ Variance	
First Cart	12.66	13.75	1.09	
Second Cart	12.66	8.50	(4.16)	
Villa Rica Rate - Current vs. Proposed				
	Current	\$ Variance	New Rate	
First Cart	14.95	1.09	16.04	
Second Cart	12.66	(4.16)	8.50	
Low Income Senior*	11.21	0.82	12.03	
*25% Discount off 1st Cart Rate				

STAFF RECOMMENDATION: To approve the updated customer sanitation rates due to the new GFL contract beginning June 1, 2022.

IMPACT: Rate increase of \$1.09 for the first cart; however, a decrease of \$4.16 for the second cart. There will also be an increase of \$0.82 for the low-income senior cart.

MOTION: I move to approve the updated customer sanitation rates due to the new GFL contract beginning June 1, 2022.



**CITY OF VILLA RICA
FINANCIAL UPDATE
March 2022**

CASH

	03-31-2021	03-31-2022
Total Cash & CD	\$ 21,901,662	\$ 30,244,780
General Fund	\$ 10,212,587	\$ 11,020,370
Water/Sewer Fund	\$ 5,640,731	\$ 7,559,340
Sanitation/Solid Waste	\$ 84,783	\$ 195,075
2015 Carroll SPLOST	\$ 2,156,206	\$ 1,314,084
2016 Douglas SPLOST	\$ 2,173,953	\$ 2,635,740
2021 Carroll SPLOST	\$ -	\$ 5,363,375

SELF-FUNDED INSURANCE

BANK BALANCE **\$ 975,237**

Contributions		Expenses		Savings
Employer + Employee		Admin + Claims Paid		Difference
Oct - Dec '21	523,570	Oct - Dec '21	455,990	67,580
Jan '22	179,311	Jan '22	128,295	51,016
Feb '22	178,980	Feb '22	134,778	44,202
Mar '22	177,544	Mar '22	146,016	31,528
TOTALS	\$ 1,059,405	\$ 865,079		\$ 194,326

Hotel / Motel Tax

	March 2021	March 2022	
	YTD Amount	YTD Amount	
Oct - Dec	\$ 25,101	\$ 40,812	63%
Jan - Mar	65,876	97,461	48%
	-	-	
	-	-	
	\$ 90,977	\$ 138,273	

GROWTH

	March 2021		March 2022	
Residential	#	YTD Amount	#	YTD Amount
Building Permits	58	\$ 214,912	34	\$ 63,296
Water Taps	34	\$ 51,000	40	\$ 60,000
Sewer Taps	65	\$ 260,000	40	\$ 160,000

OTHER HIGHLIGHTS

	March 2021	March 2022
	One Month	One Month
Carroll Co Sales Tax	\$ 131,401	\$ 159,055
Douglas Co Sales Tax	\$ 113,654	\$ 137,828

BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER		March 2021	March 2022
Water Revenue	\$	1,689,724	\$ 1,650,268
Sewer Revenue		2,189,429	2,203,827
Water & Sewer Taps		547,400	609,650
Misc. Revenue		231,344	103,256
Transfers In		7,651	6,002,008
Total Revenue	\$	4,665,547	\$ 10,569,009
Utility Administrator	\$	164,967	\$ 221,084
Sewer Expenses		701,644	1,009,282
Water Expenses		576,410	550,583
Dist./Coll. Expenses		461,733	458,921
Interest/Fiscal Agent Expense		2,000	2,028
Depreciation		813,720	831,000
Transfers Out - Debt Service		1,681,976	1,691,676
Transfers Out - General Fund		592,572	654,869
Total Expenses	\$	4,995,022	\$ 5,419,442
Net Income (Loss)	\$	(329,475)	\$ 5,149,567

**SANITATION/
SOLID WASTE**

	March 2021	March 2022
Sanitation Revenue	\$ 472,614	\$ 513,572
Solid Waste Revenue	218,704	221,687
Transfers In/Misc.	1,873	4,432
Total Revenue	\$ 693,191	\$ 739,691
Sanitation Expenses	\$ 355,862	\$ 366,070 *
Solid Waste Expenses	184,760	194,088
Depreciation	30,635	32,500
Transfers Out - General Fund	50,424	30,030
Total Expenses	\$ 621,681	\$ 622,689
Net Income (Loss)	\$ 71,510	\$ 117,002

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

FY22 - \$5.9M American Rescue Plan Act (ARPA) Funds - Transfer In



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support – Rural Downtown Redevelopment Grant Program Application and 20% Match Commitment

AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022

PREPARED BY: Chris Montesinos, Director of Special Projects

AMOUNT: \$567,925.84

GL ACCOUNT #: TBD

FUNDING SOURCE: TBD

BUDGETED ITEM? No

PURPOSE: Resolution of Support – Rural Downtown Redevelopment Grant Program Application and 20% Match Commitment - Villa Rica Transportation Reunification Program

BACKGROUND: The Georgia Department of Community Affairs has released a Notice of Funding Availability for the Rural Downtown Redevelopment Grant Program. The City of Villa Rica has a number of transportation infrastructure projects to include the Shoreline Drive – part of the Villa Rica Transportation Reunification Program.

The Villa Rica Transportation Reunification Program was established to connect the roadway networks within and around the Cleghorn/Anderson 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 Shoreline 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.

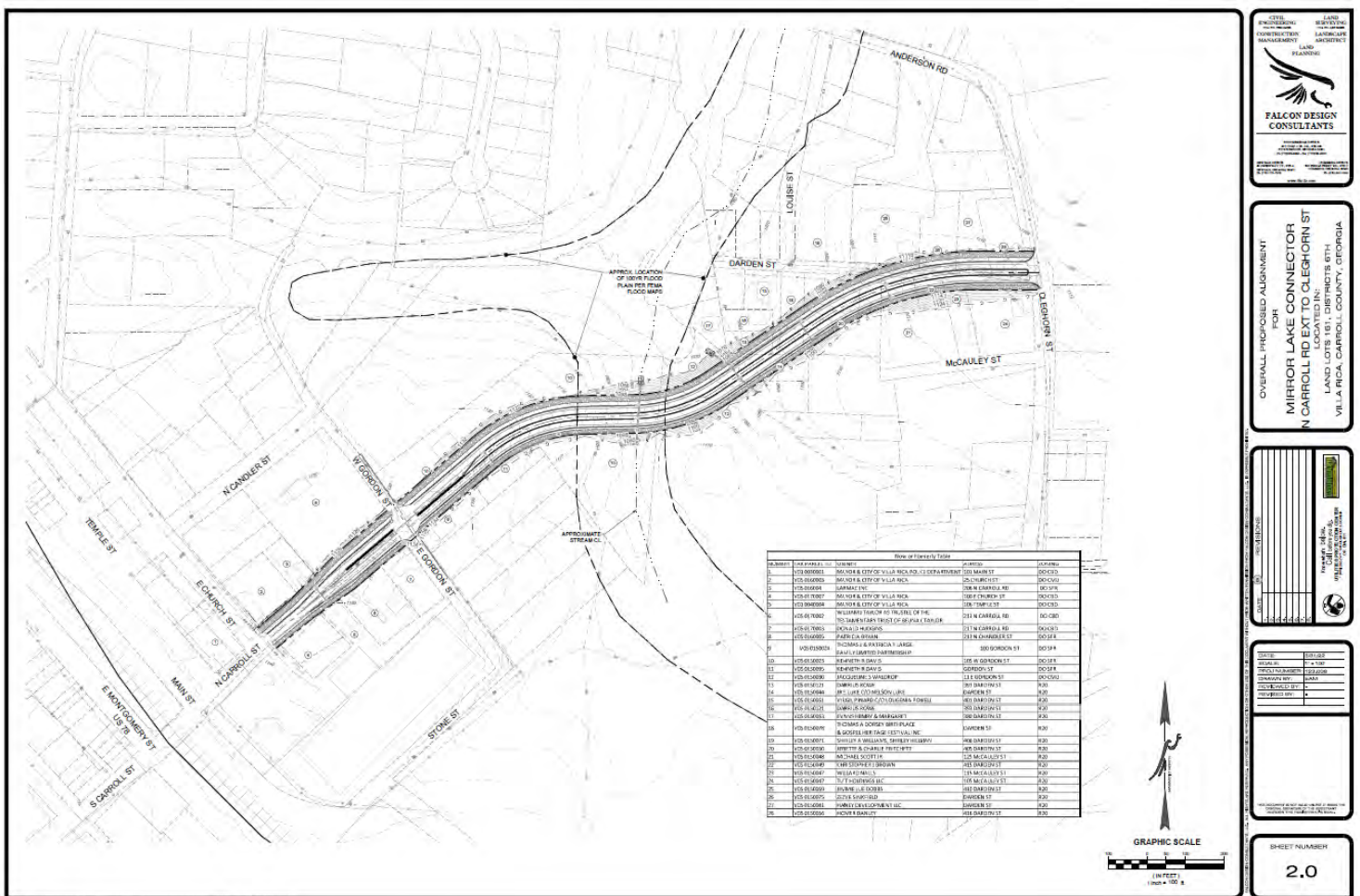
The geography and socioeconomic demography of the project area lend to a very competitive grant opportunity. The area is classified by HUD as a Historically Disadvantage Community. The application also hits a number of threshold criteria including safety, environmental sustainability, quality of life, community connectivity, economic opportunity, and innovation.

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 Reunification Program will greatly enhance our crosstown transportation network, linking areas to the west in Carroll County to the eastern area of the city

Preliminary engineering and cost analysis have been conducted on the roadway improvement project. This application is for the project segment linking N. Carroll Road with Darden Street. This segment is estimated at Planning & Engineering at \$258,148, Construction at \$2,346,801, and Contingency at \$234,680, for a total project cost of 2,839,629. We are requesting a DCA RDR Grant in the amount of 2,271,703, with a local match of \$567,926.

IMPACT: If successful, this grant will cover 80% of the cost for most of the infrastructure improvement projects identified in the Eastside Tax Allocation District (TAD) – that would be a significant savings in taxpayer dollars, and a responsible way to leverage infrastructure improvements in the district.

MOTION: I move to adopt the Resolution of Support for the 2022 DCA Rural Downtown Redevelopment Grant Program Application and 20% Match Commitment for the N. Carroll-to-Darden Segment of the Villa Rica Transportation Reunification Program.



STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-__-_____

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR A RURAL DOWNTOWN REDEVELOPMENT GRANT FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR THE VILLA RICA TRANSPORTATION REUNIFICATION PROGRAM – DARDEN TO N. CARROLL ROAD SEGMENT.

WHEREAS: Federal grant funds are available through the Georgia Department of Community Affairs (DCA) to assist local governments with planning and implementation of downtown redevelopment opportunities in their communities; and

WHEREAS: The City of Villa Rica, Georgia desires to make an application for these grant funds for Shoreline Connector – Darden Street to N. Carroll Road Segment of the Villa Rica Transportation Reunification Program; and

WHEREAS: The City of Villa Rica will request grant funds for \$2,271,703; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$567,926 – for a total project cost of \$2,839,629;

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 Georgia Department of Community Affairs for the Rural Downtown Redevelopment 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 10th day of May, 2022

Mayor

Date

Clerk

Date



TRANSPORTATION REUNIFICATION PROGRAM (TRP)

SHORELINE CONNECTOR

DARDEN STREET TO NORTH CARROLL ROAD



2022 Rural Downtown Redevelopment Grant Program





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Threads of the Past:
Exploring Fullerville's Textile History

Villa Rica (Heavy Ark Standing Room)
Courtesy of Betty Williams.

Self-Guided Tour

The Villa Rica Spur
of
The West Georgia Textile Heritage Trail



I. PROJECT DESCRIPTION

The **Villa Rica Transportation Reunification Program (TRP)** was established to address the disconnect between the Mirror Lake Community and downtown Villa Rica. It includes a series of new and upgraded roadways, including a new connector road between Anderson Road and Old Stone Road to the north, and N. Carroll Road to Darden Street and Cleghorn Street to Shoreline Drive – the latter being known as the Shoreline Connector. Between Mirror Lake and downtown Villa Rica sits an isolated low-income minority neighborhood referred to as the Cleghorn-Anderson Community, which houses roughly 690 residents, who will be direct beneficiaries of the roadway network improvements. The segment connecting N. Carroll Road and Darden Street is the only segment we are seeking DCA RRGF funding.

Investments into the TRP will provide numerous benefits for decades to come, including better access to employment opportunities and healthier food choices for residents of Cleghorn-Anderson, enhanced crosstown transportation network linking areas to the west in Carroll County to the eastern area in Douglas County, and improvements in access, reduced trip miles, and promotion of environmental resiliency.

The TRP project area is broken down into three sectors – Sector 1 being the immediate TRP project area, Sector 2 immediately outside and southwest of the project area, and Sector 3 immediately outside and northeast of the project area. A breakdown of project beneficiaries will be detailed later in the application.

Shoreline Connector - Segment 2	Planning & Engineering	Construction	Contingency	Total Segment Cost	DCA RRGF Funds	Locally Funded
Rural Downtown Redevelopment Grant						
Darden Street/N. Carroll Road Connector	\$258,148.11	\$2,346,801.00	\$234,680.10	\$2,839,629.21	\$2,271,703.37	\$567,925.84



Villa Rica Transportation Reunification Program	Segment	Planning & Engineering	Construction	Contingency	Total Segment Cost
	Cleghorn Street	\$83,562.53	\$835,625.26	\$167,125.05	\$1,086,312.83
	Anderson Road	\$38,694.06	\$386,940.63	\$77,388.13	\$503,022.81
	Darden Street/N. Carroll Road	\$258,148.11	\$2,346,801.00	\$234,680.10	\$2,839,629.21
	Shoreline Drive/Cleghorn Street	\$327,942.24	\$3,279,422.35	\$655,884.47	\$4,263,249.06
	TOTAL PROJECT COST	\$708,346.94	\$6,848,789.24	\$1,135,077.75	\$8,692,213.91

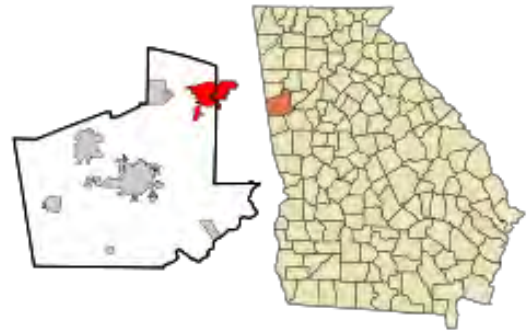
* Project costs do not reflect the Old Stone Road Connector, the Ruby Street Connector, and the Gold Nugget Trail system throughout the TRP project area outside of the Shoreline Connector.

II. PROJECT LOCATION/COMMUNITY PROFILE

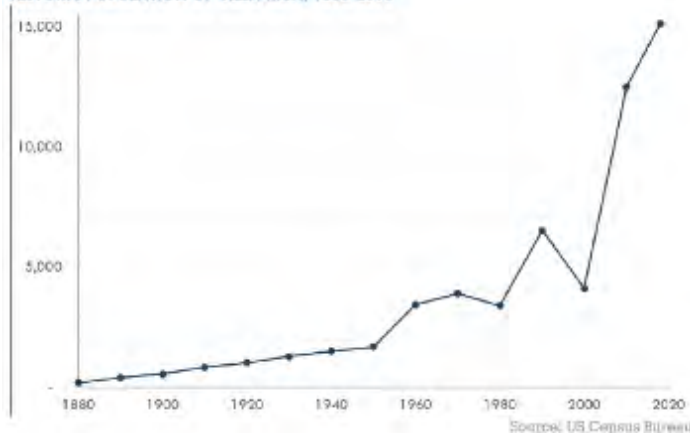
OVERVIEW OF VILLA RICA



★ PROJECT AREA



HISTORIC POPULATION OF VILLA RICA, 1880-2018

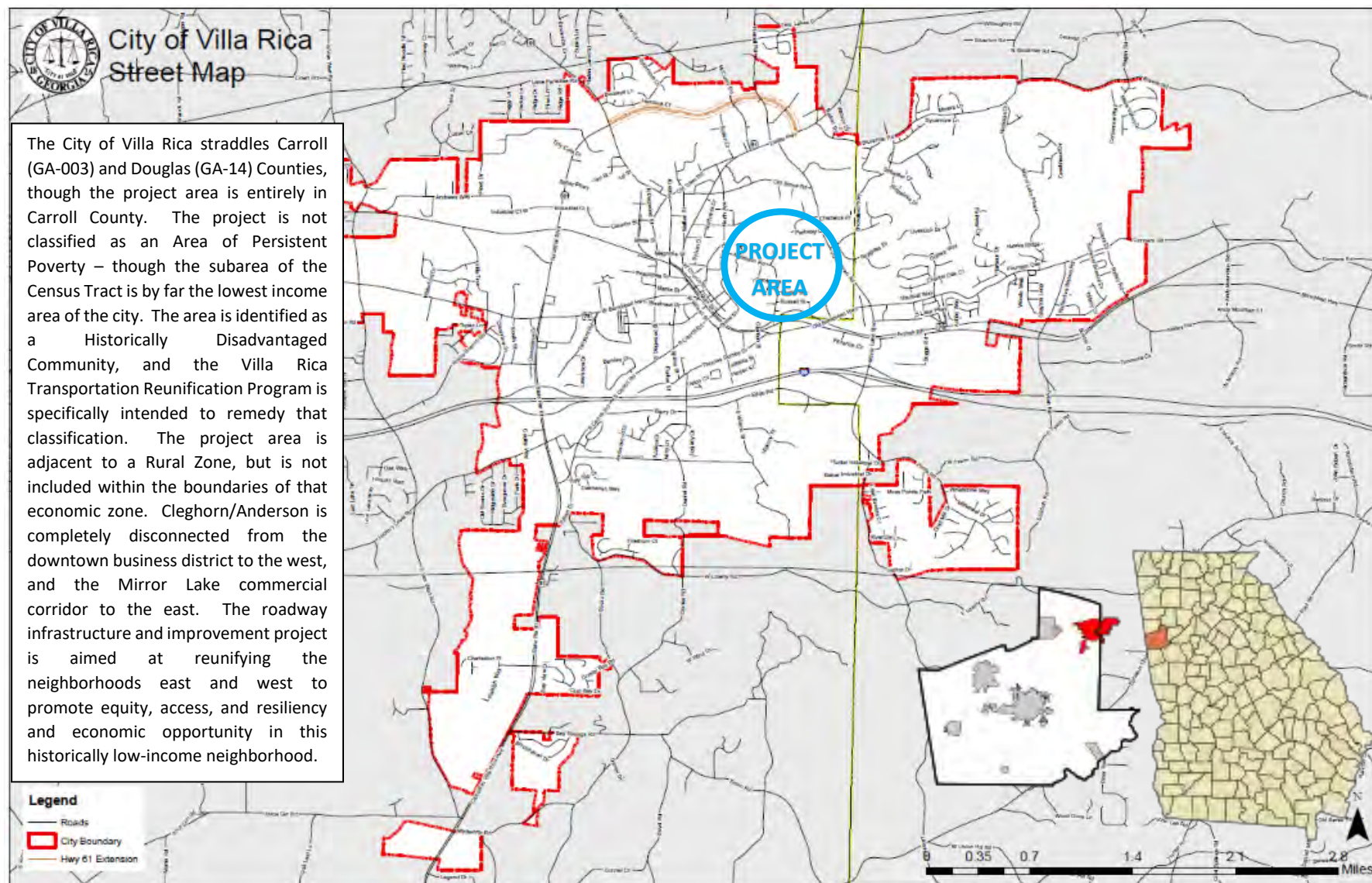


TRENDS IN POPULATION

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 2000, the U.S. Census reported that Villa Rica's population was 4,134 people. In 2020, the U.S. Census Bureau's decennial report showed the population was just shy of 17,000 people – and is estimated to reach almost 35,000 by 2025. Some of this population growth has

occurred because 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. With a current population of 3,747 residents, the population of Mirror Lake will grow to almost 7,500 over the next several years.

The population growth experienced in the western Atlanta Metropolitan region has resulted in significant impacts on the Level of Service of area roadways, especially in Villa Rica, due to its proximity to I-20. The city is a conduit of traffic and congestion originating from Carroll County to the south and Paulding and to the north. The TRP will help address future Levels of Service and help reduce congestion at our city's primary gateways and intersections.



III. GRANT FUNDS, SOURCES AND USES OF PROJECT FUNDS

The **Transportation Reunification Program (TRP)** includes upgrades to Cleghorn Street, Anderson Road, Darden Street, Old Stone to Anderson Road connection, and Mirror Lake to N. Carroll Road Connector. The TRP in its entirety is expected to cost roughly \$18-20 million dollars. However, the City is leveraging a myriad of financial resources to make the Program possible, including public-private partnerships, tax increment financing, and applying for infrastructure grants through our state and federal partners. We are seeking to partner with the Georgia Department of Community Affairs through the Rural Downtown Redevelopment Grant Program to help finance a key segment in the TRP – the connector between downtown and Darden Street (N. Carroll Connector) – which makes up the southwestern portion of the Shoreline Connector.

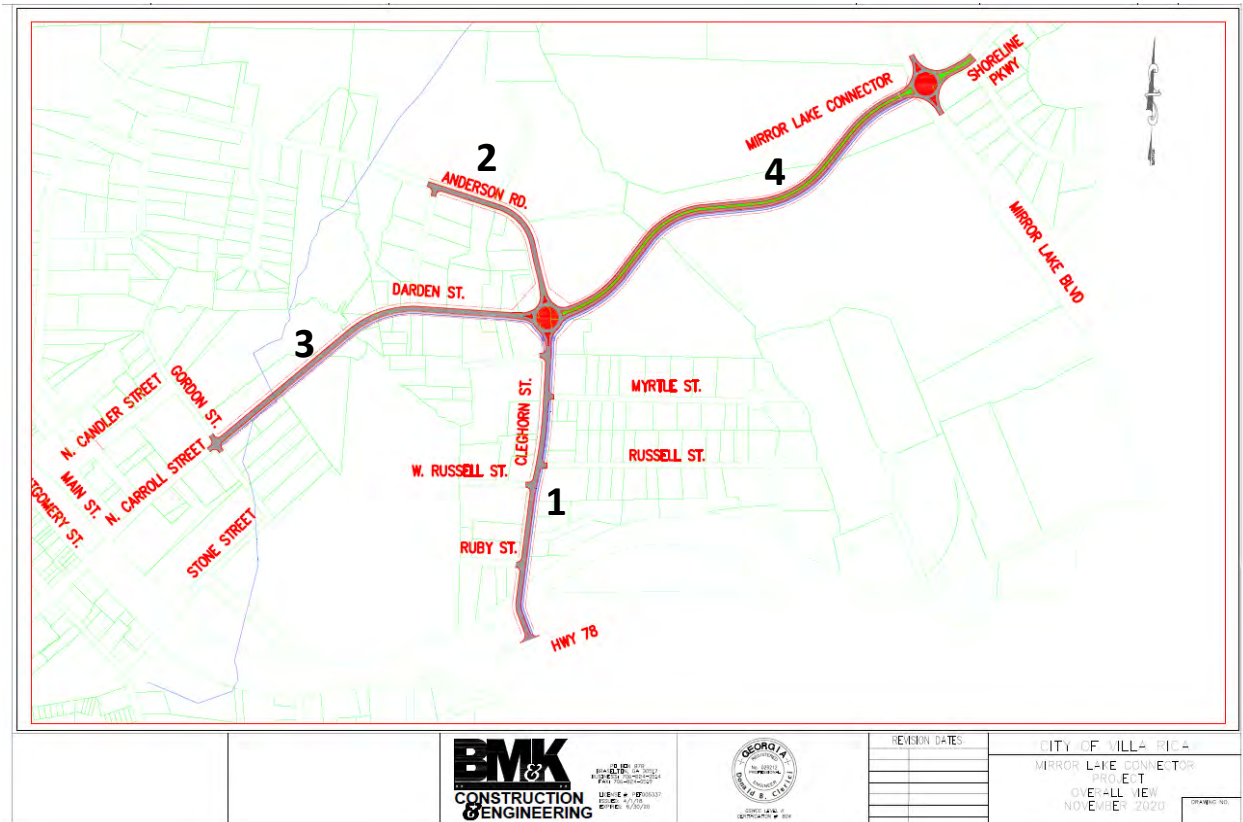


The southern access to the Cleghorn-Anderson neighborhood at E. Montgomery Street is across a very active Norfolk Southern railroad crossing (X). The rail line sees trains passing roughly every 20 minutes during peak hours, most of the day. The proximity of the neighborhood to retail, commercial, and healthcare services in the commercial developments outside of the Mirror Lake Neighborhood, as well as small businesses and restaurants in downtown Villa Rica is 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 currently isolated 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 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 (1), Anderson Road (2), Darden Street/N. Carroll Street Connector (3), and the Mirror Lake Connector (4). Concepts and cost estimates developed in November 2020 are still current. A 20% contingency has been budgeted to account for inflation and supply chain issues. There is a fifth segment not shown on the TRP Project Area Map below, which includes an additional linkage between Anderson Road north to Old Stone Road. This segment is currently in the concept phase and is not detailed in the TRP project area.

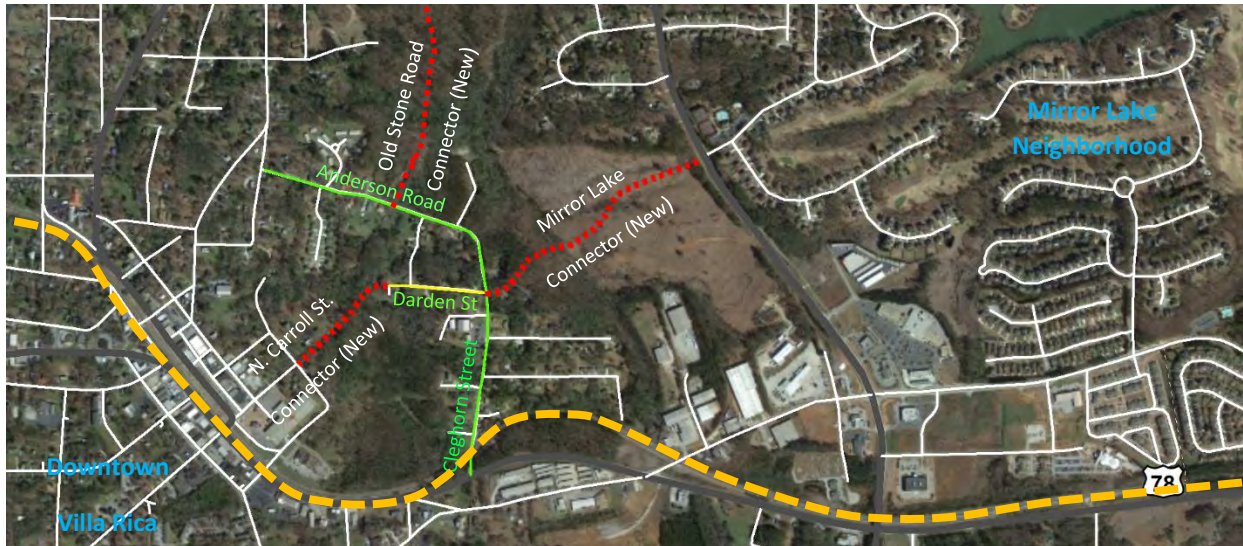


Segment		Planning & Engineering	Construction	Contingency	Total Segment Cost	DCA RRGP Funds	Locally Funded
Darden Street/N. Carroll Road Connector		\$258,148.11	\$2,346,801.00	\$234,680.10	\$2,839,629.21	\$2,271,703.37	\$567,925.84
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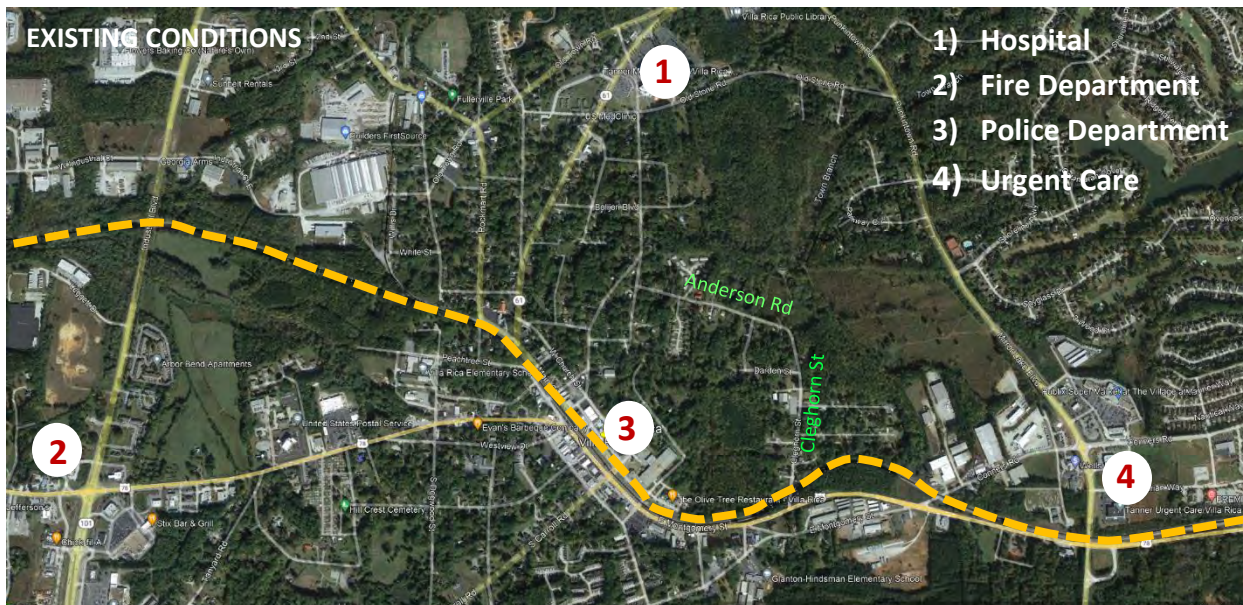
IV. MERIT CRITERIA

SAFETY

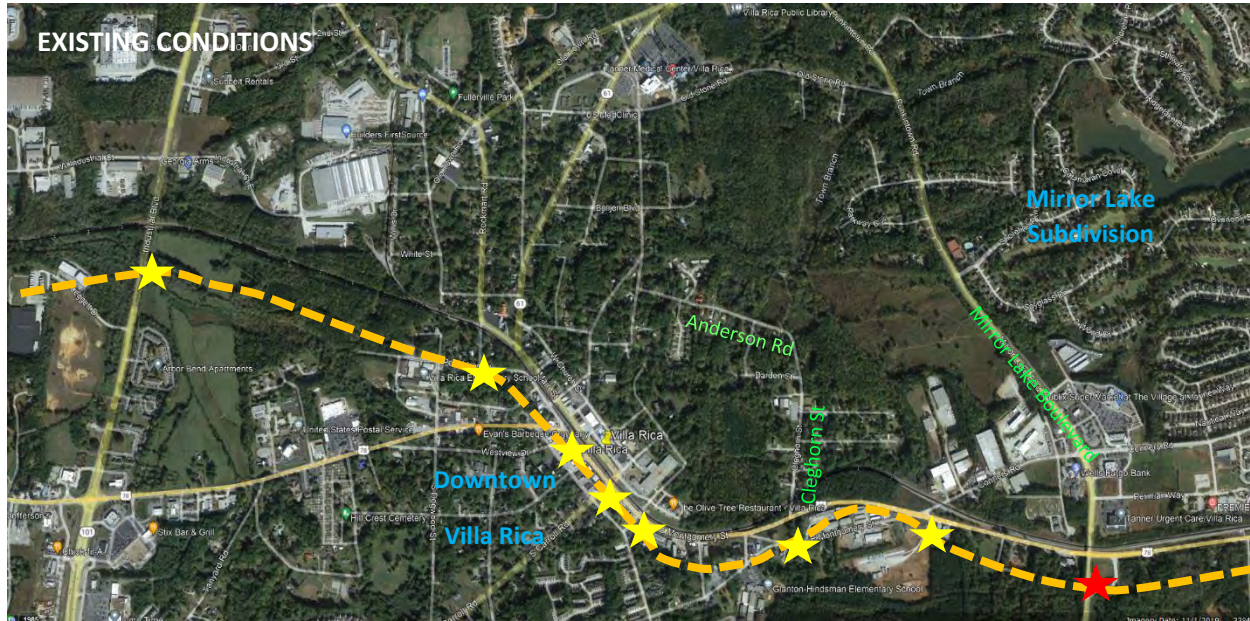
Public safety is a major tenet to the **Villa Rica Transportation Reunification Program (TRP)**. There are numerous safety benefits to the program including alternative access by police, fire, and EMT, intersection and roadway upgrades, the addition of dedicated facilities for pedestrians and cyclists,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



You can see the limited accessibility of the existing roadway network.



(yellow stars indicate at-grade RR crossings; red star indicates RR overpass – note the current disconnect between Mirror Lake and Downtown Villa Rica)

The Cleghorn-Anderson neighborhood only has two points of 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.

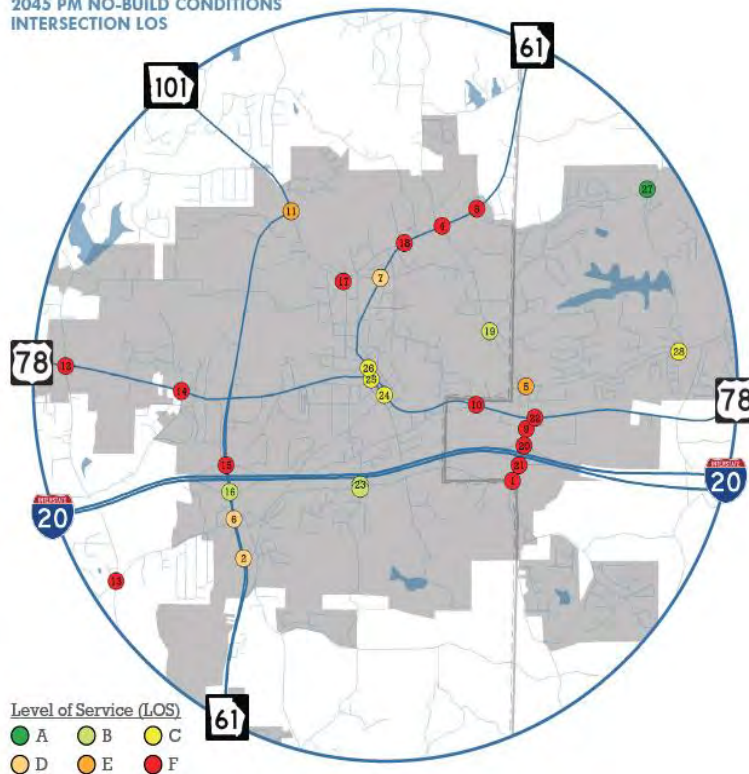
Cleghorn-Anderson benefits from being located on the north side of the railroad tracks relative to EMT and police access. However, in the case of fire protection, if any or multiple crossings are blocked, it could result in significant reduction in response time, and uncertain redirecting. To the same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



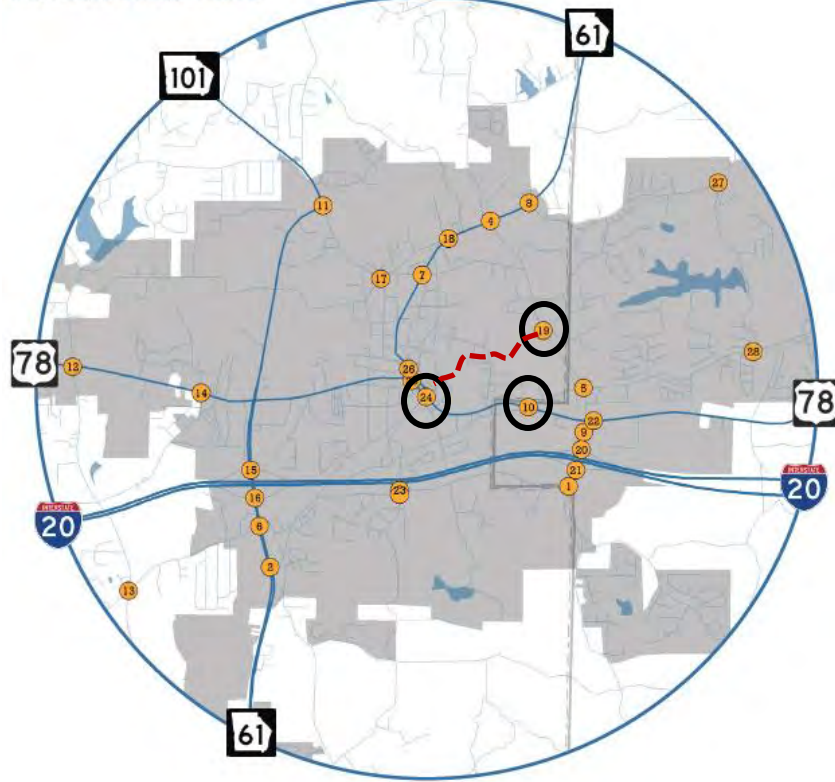
The Transitory Beneficiaries are quantified by the number of vehicle trips surrounding the project area. The Villa Rica Transportation Master Plan measured traffic counts for numerous points throughout the city.

The Transitory Beneficiaries are calculated at 35,324 vehicles passing through the project area each day (based on GDOT AADT data). Currently, 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.

The Villa Rica Transportation Master Plan estimates that the usage of the Shoreline Connector, once complete, will be 39,187 vehicle trips per day. This figure will be used in the Environmental Sustainability and Beneficiaries sections later in the application.

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



Project Location					Description			Crash History		
					• Install westbound right turn bay					
Performance					Prioritization Scores			Planning-Level Cost Estimate		
Scenario, Year	Period	Level of Service	Delay ^a		Goals Score	Public Score	Technical Score	Preliminary Engineering	Right of Way	Utilities
Existing, 2019	AM	A	10		1.6	5	2.9		\$0	\$7,500
No-Build, 2045	PM	C	22		9.5			Construction		\$50,000
Build, 2045	AM	B	16		31 of 42			Contingency		\$13,000
	PM	B	16					Total		\$78,000
								Crash History		
									Total	Perc.
								Total Crashes	29	1
								Angle	9	31%
								Head On	2	7%
								Rear End	9	31%
								Sideswipe - Same Direction	5	17%
								Sideswipe - Opposite Direction	0	0%
								Not a Collision with a Motor Vehicle	3	10%
								Unknown	1	3%
								Fatality Crashes	0	0%
								Injury Crashes	6	21%
								Property Damage Only Crashes	23	79%

Intersection 19 – Punkintown Road (Mirror Lake Boulevard) @ Shoreline Parkway (Drive) has an AM Los of A, and a PM LOS of C. A no-build scenario has the intersection rated at LOS B for both AM and PM hours by 2045. Additionally, the crash history for this intersection shows 28 crashes between the years of 2014 to 2018, with 0 fatalities, and 8 injuries.

24 Highway 78 at South Carroll Road

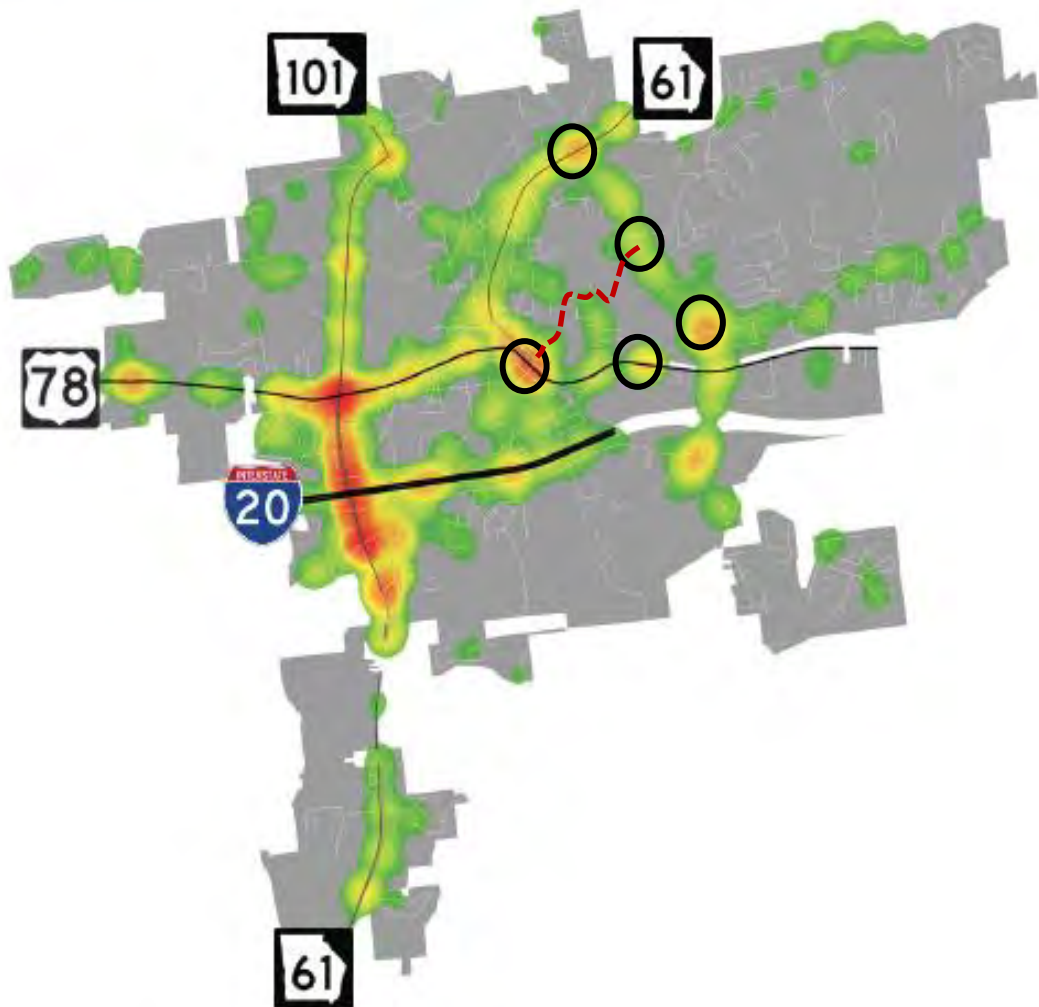


Project Location					Description			Crash History		
					• Install southbound right turn bay					
Performance					Prioritization Scores			Planning-Level Cost Estimate		
Scenario, Year	Period	Level of Service	Delay ^a		Goals Score	Public Score	Technical Score	Preliminary Engineering	Right of Way	Utilities
Existing, 2019	AM	B	12		3.3	6.6	4		\$0	\$7,500
No-Build, 2045	PM	B	11		13.9			Construction		\$50,000
Build, 2045	AM	C	28		24 of 42			Contingency		\$13,000
	PM	C	31					Total		\$78,000
Build, 2045	AM	B	18					Crash History		
	PM	B	20						Total	Perc.
								Total Crashes	164	1
								Angle	73	45%
								Head On	4	2%
								Rear End	41	25%
								Sideswipe - Same Direction	12	7%
								Sideswipe - Opposite Direction	7	4%
								Not a Collision with a Motor Vehicle	15	9%
								Unknown	12	7%
								Fatality Crashes	0	0%
								Injury Crashes	9	5%
								Property Damage Only Crashes	155	95%

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.



HEATMAP OF VILLA RICA CRASH HISTORY



Published September 24, 2020 | Updated 11:26PM | Carroll County | FOX 5 Atlanta



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.

Safety Merit Criteria Snapshot

1. New Sidewalks
2. Dedicated bike/pedestrian paths
3. Intersection improvements
4. More efficient access for police, fire, EMT (trains blocking access)
5. Health and safety risk reduction
6. Vehicle/Bicycle/Pedestrian accident safety at points entering the project area
7. Reduction of vehicle trips on existing intersections with diminishing Levels of Service (LOS)

Number of Beneficiaries:

- **Direct:** 4,004
- **Adjacent:** 9,193
- **Occasional:** 42,941
- **Annual:** 14,303,255

Existing Population:

- **Sector 1:** 640
- **Sector 2:** 1,908
- **Sector 3:** 3,497

New Housing Units:

- **Sector 1:** 492
- **Sector 2:** 12
- **Sector 3:** 2,215

New Population Growth:

- **Sector 1:** 979
- **Sector 2:** 41
- **Sector 3:** 6,131

Vehicle Trips:

- **Current Volume:** 27,626/day
- **Projected Volume:** 39,187/day
- **Annual Trips:** 14,303,255

CRASH ANALYSIS

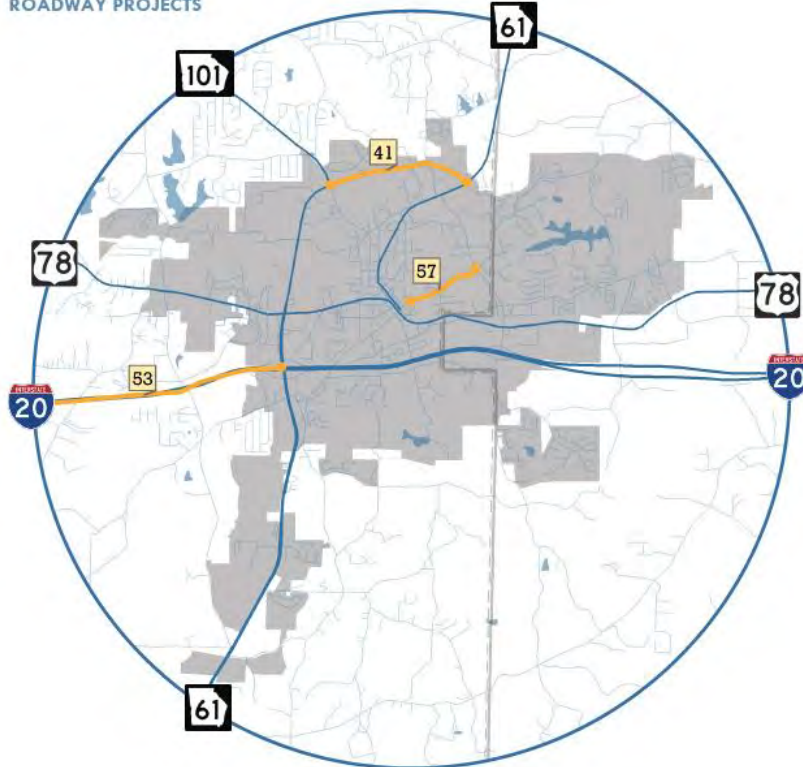
Vehicle crash history from the years 2014–2018 was collected for the affected area of each project using GEARs.

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	173,548	707,014
57	230	5,268	8,537	8,213	39,187

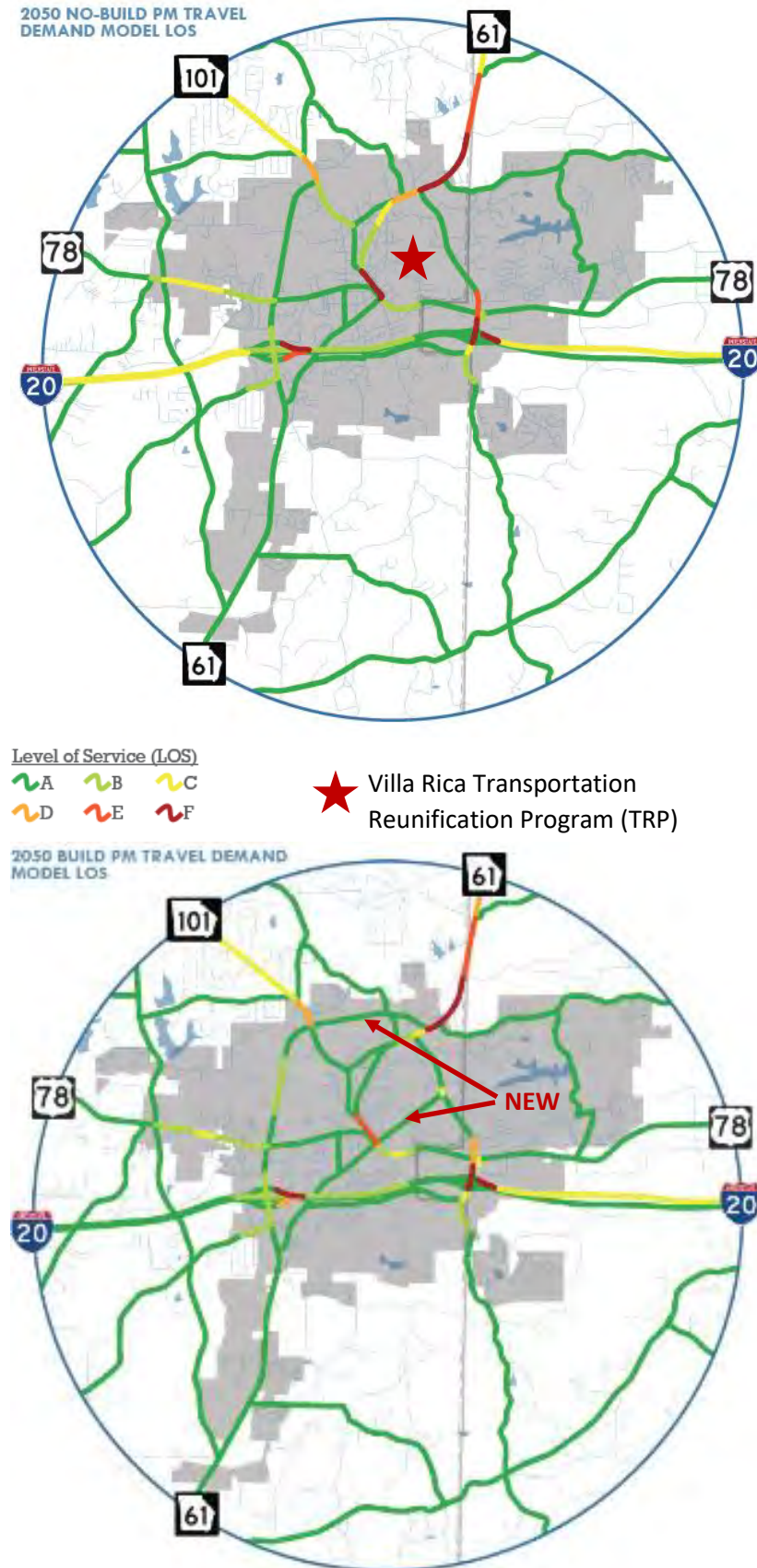
LOCAL ROADWAY PROJECTS

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 PROJECTS

Roadway improvement projects identified in the Villa Rica Transportation Master Plan include the Shoreline Connector as the City's #1 transportation project priority. Crash data associated with the Connector project currently number around 58 crashes per year – or 230 between the 2014–2018 reporting cycle. This could be mitigated through a variety of factors. First, the Villa Rica Transportation Reunification Program would dilute traffic from other key intersections, and along with intersection improvements will reduce the prevalence of vehicle crashes, and help reduce vehicle trip miles by provide more direct access on crosstown commutes. This reduction in trip times and distances will also result in decreased CO₂ emissions, and promote environmental resiliency.

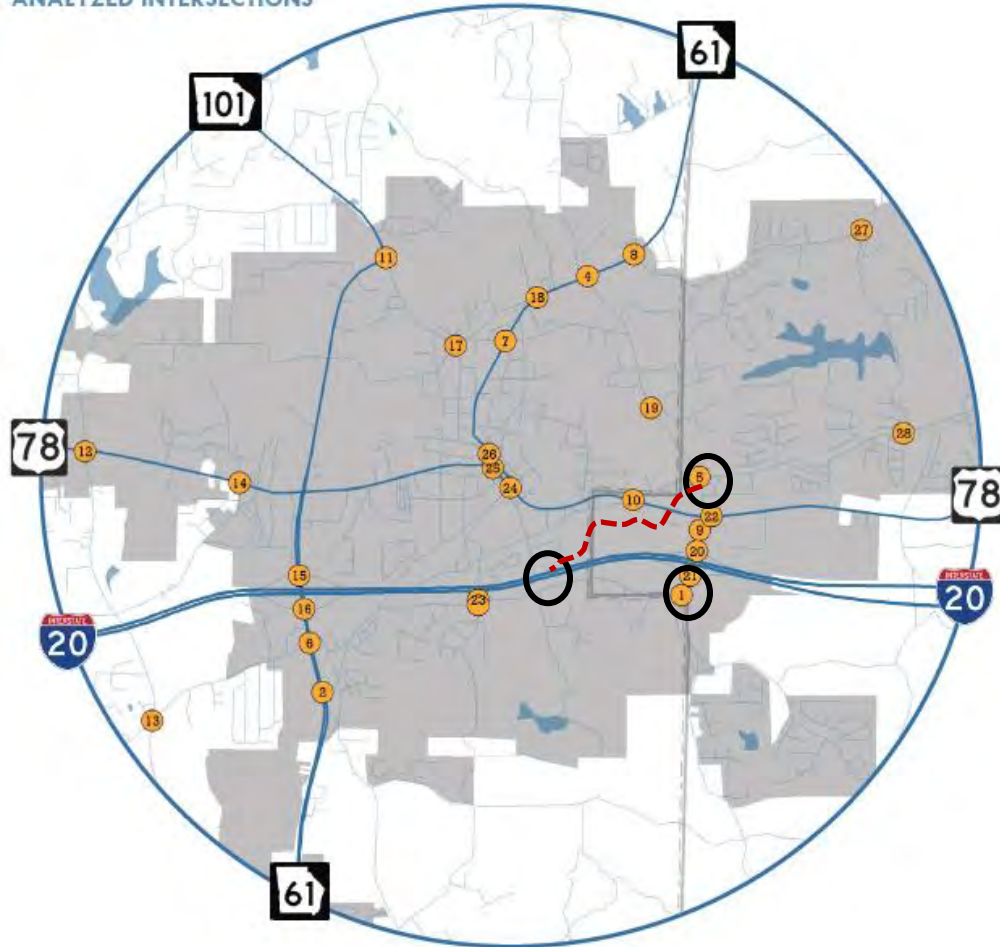


The current roadway network circumvents the project area, and impacts the efficiency and Level of Service (LOS) of surrounding intersections. This is especially evident with the LOS to the north, west and southeast of the TRP project area. The top illustration depicts the current issues with traffic 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 Rural Downtown Redevelopment 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 Conners 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 (TRP)** includes several 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, the average daily trip level, multiplied by the difference between the current configuration with the TRP's Shoreline Connector – the total is 1.92 miles (current configuration) minus 0.91 miles (TRP configuration), multiplied by the projected roadway utilization. This is the equivalent of 39,187 vehicle trips per day, not driving the extra 1.92 miles between the two points – that's a savings of 75,239 miles per day – 27,462,250 vehicle miles each year.

CARBON OFFSETS

Per the website www.epa.gov, A typical passenger vehicle emits about 4.6 metric tons of carbon dioxide per year. This assumes the average gasoline vehicle on the road today has a fuel economy of about 22.0 miles per gallon and drives around 11,500 miles per year. Every gallon of gasoline burned creates about 8,887 grams of CO₂.

Scenario A – Shoreline to Downtown Connector (Point A to Point B) – 0.91 miles

Scenario B – Point A to Point B with No Connector – 1.92 miles

22 miles per gallon - one gallon of gas produces 8,887 grams of CO₂ . . . $8,887/22 = 403.96$ g/mile

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

Scenario B – $1.92 \times 403.96 = 775.6$ g per vehicle trip X 39,187 vehicle trips per day = 30,393,437g/day

1-gram X 1,000 = 1 kilogram = 0.001 Metric Tons

Scenario A – 14,405 metric tons of CO₂ emitted each day = 5,257,825 metric tons of CO₂ annual output.

Scenario B – 30,393 metric tons of CO₂ emitted each day = 11,093,445 metric tons of CO₂ annual output.

The difference between current and buildout (Scenario B and A) is a reduction of 15,998 metric tons of CO₂ per day, or 5,835,620 metric tons of CO₂ emissions each year. The TRP, if implemented, would REDUCE LOCAL AREA CARBON OUTPUTS BY OVER 77%.

EQUITY AND ENVIRONMENTAL JUSTICE

The **Villa Rica Transportation Reunification Program (TRP)** will provide enhanced pedestrian infrastructure in 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 – DCA's Rural Downtown Redevelopment Grant 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 893 single-family houses, 307 townhouses, and 1,519 multifamily units – 2,719 new housing units. This will add roughly 7,152 new residents to the area, attract new jobs, and provide additional goods and services not presently available. At buildout, the Villa Rica TRP project area will have roughly 13,197 residents – all beneficiaries of the Shoreline Connector project.

Finally, the TRP will greatly reduce the impact on the local micro climate by reducing the impacts of CO₂ emissions by as much as 77%. The new Shoreline Connector will make the city's roadway network more efficient, reduce congestion and improve Levels of Service at key intersections throughout the city, improve mobility options, and lessen the local climate impacts from excessive vehicle CO₂ emissions.

IMPROVES MOBILITY AND COMMUNITY CONNECTIVITY

The **Villa Rica Transportation Reunification Program (TRP)** 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.

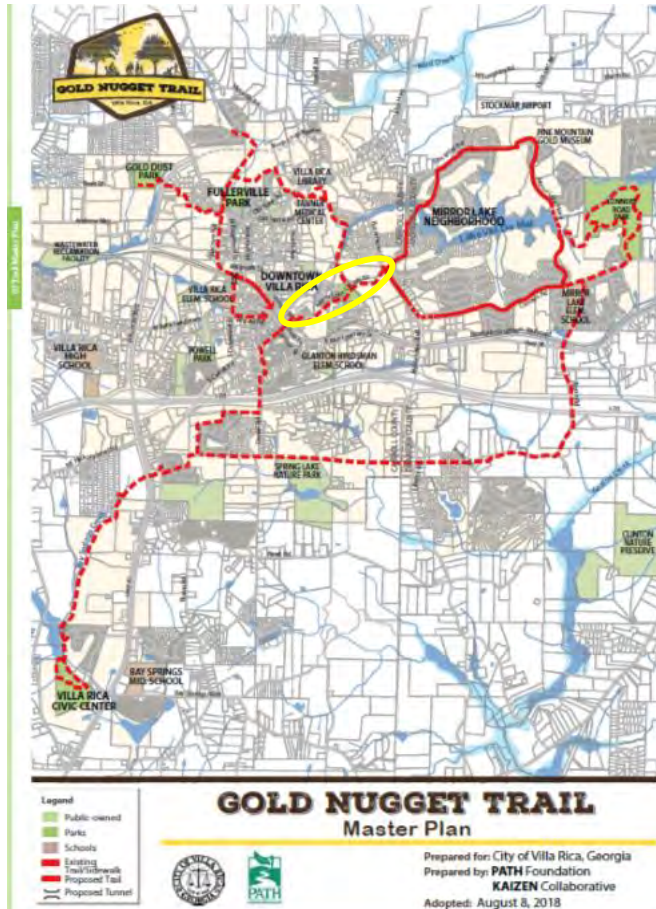
IMPLEMENTATION PLAN

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



BICYCLE AND PEDESTRIAN PROJECTS

PROJECT ID	PROJECT	CRASH SCORE	POPULATION DENSITY SCORE	EMPLOYMENT DENSITY SCORE	HR W/ NO VEHICLE SCORE	DOWNTOWN CONNECTION SCORE	TECHNICAL SCORE
30	Downtown Connector Trail	1	2	2	2	2	9.3
32	Cleghorn to Old Stone Rd Trail	0	1	2	2	0	8.3
33	Tanner to Fullerville Trail	0.9	1.6	1.8	1.9	0	6.3
34	Downtown to Fullerville Trail	0	1.7	1.3	1.9	2	7
35	Gold Dust Park Connector Trail	0.7	1.1	1.5	1.8	0	5
36	Fullerville to Reid Plantation Trail	0	1.6	0.7	1.9	0	4.2
37	Mirror Lake Loop Trail	0	1.7	0.8	0.7	0	3.1
38	Connors Rd Park Trail	0	1.7	0.4	0	0	2.1
39	Tyson Rd Corridor Trail	0	1.8	0.3	1.3	0	3.3
40	South Connector Trail	2	1.7	1.3	1.4	2	8.4
47	Seniors Trail	0	1.3	0.7	1.1	0	3.1
57	Shoreline Connector	1	2	2	2	2	8.7
59	Downtown Grade-Separated Ped RR Crossing	1.3	2	2	2	2	9.3

GOLD NUGGET TRAIL

The Gold Nugget Trail Master Plan details a 22.6-mile network of multiuse trails that can be developed in the City of Villa Rica. Identifying trail opportunities in the city was particularly challenging due to the limited access across the busy rail corridor that bisects the city and the intense car and truck traffic that dominates the downtown commercial district.

A majority of the corridors recommended for trail construction involve reconfiguring existing public rights-of-way to include trails. Several miles of pristine greenway trail opportunities are identified and suggested as candidates for development within the next five years.

The Gold Nugget Trail System is divided into segments with length, destinations, special features, and estimated cost shown for each segment. The report also proposes an order for construction which is presented as a five-year development plan. The five-year plan includes 3.3 miles of trail with an estimated cost of \$6.3 million dollars.

The Shoreline Connector (57) ranks in the top three priority projects for the Gold Nugget Trail implementation program, and is an integral part of the Complete Streets Model for the Villa Rica Transportation Reunification Program.



ECONOMIC COMPETITIVENESS AND OPPORTUNITY

The **Villa Rica Transportation Reunification Program (TRP)** provides numerous community benefits that increase economic competitiveness and opportunity. Firstly, the residents of the Cleghorn-Anderson neighborhood, a lower-income minority 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 establish a new roadway network between the Mirror Lake Community – with 2,496 residential units (with another 1,307 left for buildout), 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 1,519 multifamily and 307 townhouse units, 893 single-family homes, 75,000sf of retail, and 5 separate commercial outparcels. This project has the potential to grow the city's greater downtown population by 7,152 persons and 2,719 housing units over the next several years.

The near-term beneficiaries of the project are 4,004 in the immediate project area, 9,193 in areas immediately adjacent to the project area, and another 39,187 vehicles driving through the project area each day, and the 42,941 average reported attendees of downtown Villa Rica special events – a total annual benefit to 56,138 persons, and 14,303,255 vehicle trips within the TRP project area PER YEAR.

The Shoreline Connector will relieve congestion of surround transportation corridors resulting in shorter trips times, improved Level of Service at key area intersections, improve the distribution of good and services, while reducing local carbon emissions. In concert with the Highway 61 Bypass, a GDOT project starting construction in 2023, the Shoreline Connector will further advance the top priority transportation infrastructure projects identified in the city's Transportation Master Plan.

The convergence of the Connector and the Bypass is expected to provide long-term benefits to the efficiency and functionality of this critical transportation system. The two projects are gateways to and from U.S. Interstate 20, and sees significant through traffic each day. On the following map, the red dashes represent the north Hwy.61 Bypass, and the Shoreline Connector – both proposed new roads. The green is Darden Street, Cleghorn Street and Anderson Road – existing/upgraded under the TRP. The orange arrows signify the majority of traffic flow AM/PM. Although the Villa Rica Transportation Master Plan identifies the usage of the Shoreline Connector will be at 39,187 trips per day. The inflow and outflow of traffic along the key corridors identified total up to 73,400 vehicle trips around the project area per day – a tally of the red encircled areas on the map where major inflows of traffic are located. These corridors are critical conduits for freight traffic, and the TRP improvements will make these corridors improve and/or retain their functional Level of Services well into the mid-21st Century.

The Shoreline Connector is critical to our downtown revitalization and the mixed-income residential developments underway within the Transportation Reunification Program project area.

TRP Project Area Development Nodes and Traffic Count Stations

- 1 – Mirror Lake – 517 Multifamily/790 Single-Family To Be Built
- 2 – Fuqua – 208 Multifamily/255 Townhouses
- 3 – Arbors at Villa Rica (LIHTC) – 192 Multifamily
- 4 – Inline Communities – 302 Multifamily (55+) / 52 Townhouses/91 Single-Family
- 5 – Wood Partners – 300 Multifamily

The map displays the TRP Project Area with five development nodes (1-5) and several traffic count stations. The nodes are: 1 (Mirror Lake), 2 (Fuqua), 3 (Arbors at Villa Rica), 4 (Inline Communities), and 5 (Wood Partners). Traffic count stations are marked with blue dots and numbers. Key roads include Hwy. 61 Bypass, Old Stone Connector, and Shoreline Connector. The map also shows various local streets and landmarks like Villa Rica and Fly S Ranch.

- TRP Project Area Development Nodes and Traffic Count Stations**
- 1 – Mirror Lake – 517 Multifamily/790 Single-Family To Be Built
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-
- The map displays the TRP Project Area with five development nodes (1-5) and various traffic count stations. Key roads include Hwy. 61 Bypass, Old Stone Connector, and Shoreline Connector. Traffic counts are shown at several locations, such as 16,600 on the left, 15,200 in the center, and 62,700 at the bottom. A scale bar indicates 200 m.

TRP Project Area Development Nodes and Traffic Count Stations

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The map displays the Villa Rica area with five development nodes and several traffic count stations. Node 1 is located near Mirror Lake, Node 2 near Fuqua, Node 3 near Arbors at Villa Rica, Node 4 near Inline Communities, and Node 5 near Wood Partners. Major roads shown include I-75, I-285, US-41, and local roads like Old Stone Connector and Shoreline Connector. Traffic counts are marked at various intersections with blue dots and numbers. A scale bar indicates 200 meters.

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TRP Project Area Development Nodes and Traffic Count Stations

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The map displays the Villa Rica area with various development nodes and traffic count stations. The nodes are numbered 1 through 5, corresponding to the list provided. Traffic count stations are marked with blue dots and numerical values. The map also shows major roads like I-75, I-285, and US-41, and local streets. A red dashed line labeled 'Shoreline Connector' and an orange dashed line labeled 'Old Stone Connector' are shown. A red circle highlights a traffic count station at the intersection of I-285 and US-41.

TRP Project Area Development Nodes and Traffic Count Stations

- 1 – Mirror Lake – 517 Multifamily/790 Single-Family To Be Built
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- 5 – Wood Partners – 300 Multifamily

The map displays the Villa Rica area with five development nodes marked by black squares with white numbers. Traffic count stations are indicated by blue dots with numerical values. Proposed connectors are shown as dashed lines: the Hwy. 61 Bypass (orange), the Old Stone Connector (orange), and the Shoreline Connector (green). The map also shows existing roads, including I-75, I-285, and US-41, as well as local streets like White St, Westview Drive, and E Montgomery St. A scale bar in the bottom right corner indicates 200 meters.

TRP Project Area Development Nodes and Traffic Count Stations

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STATE OF GOOD REPAIR

The larger **Villa Rica Transportation Reunification Program (TRP)** includes upgrades to Cleghorn Street, Darden Street, Anderson Road, a connector between Anderson Road and Old Stone 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, and is the project segment being applied for funding through the Rural Downtown Redevelopment Grant Program.

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 PTV paths. All of the new infrastructure will be maintained by the City in accordance with our Service Delivery Strategy and Capital Improvement Programs. The Connector will be maintained as a local road, and along with the pedestrian and PTV paths, be on a scheduled rotation for resurfacing or repair 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 in 2020 during the rezoning process for the Arbours at Villa Rica, a LIHTC multifamily development, and the adjacent Fuqua mixed-use project – townhomes, apartments, and commercial retail. 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 officially a part of the Transportation Reunification Program (because they have not gotten beyond the initial concept phase).

Coinciding with the Old Stone Road Connector is the development of 52 townhouses, 91 single-family detached homes, and 302 senior apartment homes by Inline Communities. The Ruby to E. Gordon Street Connector, also not a part of this application, will lead to the development of 300 new market-rate

multifamily units close to the downtown district, and further enhance accessibility for the Cleghorn-Anderson community. The population of the TRP project area will be around 3,993 upon completion – currently the population stands at around 640 residents.

Other partnerships in this effort have been between the City and private developers. The Arbors 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 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 with the construction of the Shoreline Connector. Fuqua is expected to build the connector from Shoreline Drive to Cleghorn Street, and the City is expected to reimburse them through the issuance of Tax Allocation District (TAD) bonds. The Rural Downtown Redevelopment Grant would contribute to the completion of the Shoreline Connector and finish the section between Darden Street and downtown Villa Rica via N. Carroll Road. Not only would this provide direct access for the Cleghorn-Anderson community to the commercial districts of downtown Villa Rica and Mirror Lake, but it would also benefit tens of thousands of residents with crosstown commuting. Further, the Connector will be built to the Complete Streets concept with dedicated bike/ped and PTV paths on either side of the new roadway – providing low carbon-emitting alternatives and multimodal transit options for area residents. The beneficiaries of this project are detailed further in the Benefit Cost Analysis later in the application narrative.

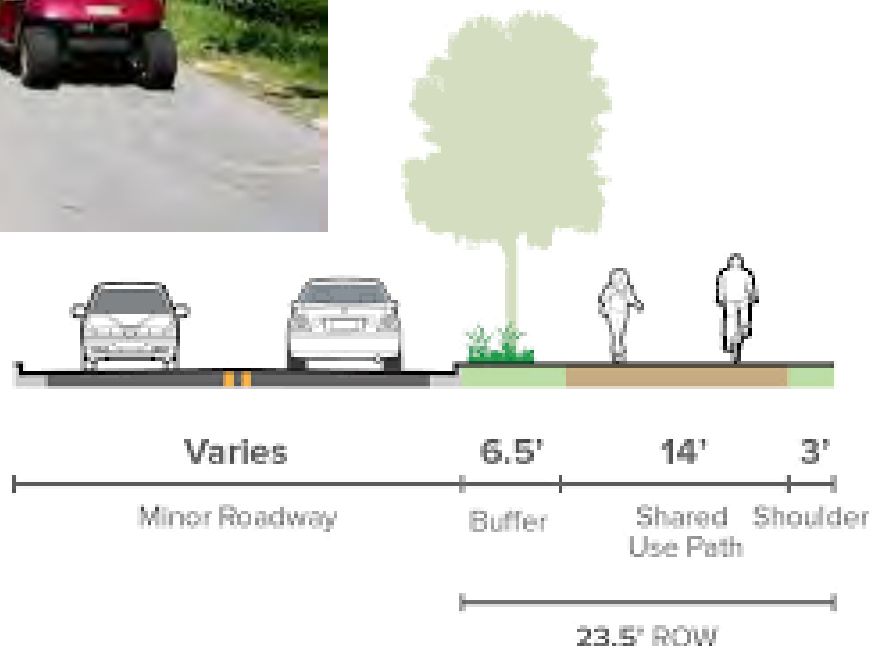
INNOVATION (TECHNOLOGIES, PROJECT DELIVERY, FINANCING)

Our entire approach to the **Villa Rica Transportation Reunification Program (TRP)** embodies innovation. The Program seeks to upgrade existing transportation infrastructure to improve safety and quality of life for a Historically Disadvantaged Community, by upgrading streets, sidewalks, and water infrastructure. The Program promotes social justice and equity by opening new transportation corridors and providing efficient access to employment opportunities and healthy food choices. The Program promotes environmental resiliency by providing new access corridors for crosstown commutes, and reducing carbon emission by as much as 77% in and around the project area.

The program enhances public safety for pedestrians through the adoption of Complete Streets innovation. Improves flow and congestion through the use of roundabout intersections – which also helps to reduce CO₂ emissions. New water lines associated with the road upgrades on Cleghorn Street and Anderson Road will provide adequate pressure for consumption and fire control to a quarter of the city's population. The new Shoreline Connector will improve crosstown mobility, provide dedicated bicycle, pedestrian, and PTV paths, and promote climate resilience. All of the design elements in the Transportation Reunification Program will be designed to comply with state and federal development standards.

Innovation in financing can be demonstrated by the City’s adoption of a Tax Allocation District (TAD). 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 RDR 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.

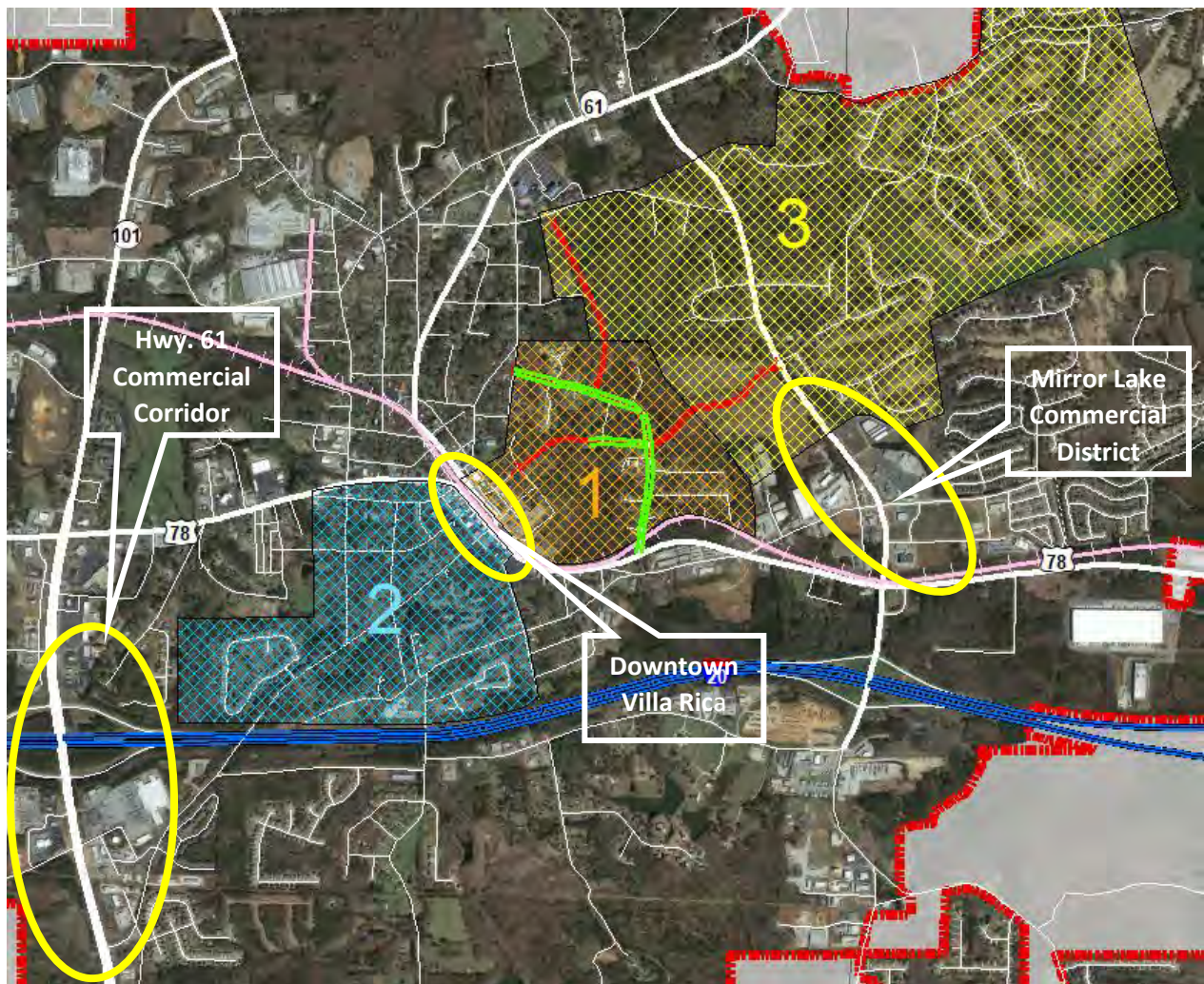
We are requesting a **DCA Rural Downtown Redevelopment Grant** in the amount of \$2,271,703, with a local match of \$567,926 (a 20% grant match), for a total project cost for the **Villa Rica Transportation Reunification Program (RTP)** of \$2,839,629. The RTP is only a fraction of the infrastructure investments that are being planned for the TAD – which also includes the Ruby/E. Church Connector, and 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 state funds through the **DCA Rural Downtown Redevelopment Grant Program**.



V. BENEFIT COST ANALYSIS (BCA)

PROJECT AREA

To articulate the benefit/cost of the proposed project, it's important to look at the immediate and surrounding geography of the **Villa Rica Transportation Reunification Program (TRP)** project area. One can 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 calculate transitory impacts based on vehicle counts at key points around the perimeter of the project area, which gives us an idea of who may benefit, and how traffic patterns may be affected by the proposed Transportation Reunification Program. The following section assesses the beneficiaries of the project based on the following map sectors: Sector 1 – the immediate project area beneficiaries, Sectors 2 and 3 – the areas immediately adjacent to the project area, and others for commute through the project area daily or for specific special events throughout the year.



The green line is Cleghorn Street, Anderson Road, and Darden Street. The red lines running east to west are the Shoreline Connector. The Old Stone Connector is noted in red to the north of Anderson Road. Only the western segment of the Shoreline Connector, Darden Street to N. Carroll Road, is being submitted for DCA Rural Downtown Redevelopment Grant funding.

SECTION 1

Section 1 is the Cleghorn-Anderson community, which is a direct beneficiary of the Shoreline Connector project. The neighborhood currently accounts for 674 persons, primarily low-income minority households. A new Low-Income Housing Tax Credit (LIHTC) is in development on Cleghorn Street and Anderson Road which will attract 192 new households of predominantly lower-income residents.

Additionally, a market-rate 300-unit multifamily development is underway between Cleghorn Street and E. Gordon Street. Based on occupancy statistics provided by the Atlanta Regional Commission, the two new multifamily development will add an additional 979 persons to the neighborhood, bringing the total number of **Direct Beneficiaries** in Section 1 to 1,653.

SECTION 2

Section 2 includes 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 3). The benefit to the new connection is more direct access to the Mirror Lake and the surrounding commercial and healthcare businesses. This Sector currently has one residential subdivision in construction with twelve lots remaining – population projections will include these lots as built out. The **Adjacent Beneficiaries** in Section 2 include 1,949 persons, based on US Census data.

SECTION 3

Section 3 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.

Additionally, a new connection from Anderson Road to Old Stone Road will include the development of 52 townhomes, 91 single-family homes, and 302 senior multifamily units. According to occupancy statistics, these two new major housing developments will generate an additional 2,384 **Direct Beneficiaries** of the Transportation Reunification Program. Further, the number of residents of the Mirror Lake neighborhood directly accessing Shoreline Parkway, classified as **Adjacent Beneficiaries**, are 3,497 based on Census data, gaining more efficient access to downtown Villa Rica and the Hwy.61 commercial corridor – however, with a future buildout of the remaining phases of residential development (790 single-family homes and 517 multifamily units = 3,747 persons), the number of near-term **Adjacent Beneficiaries** in Section 3 climbs to an astonishing 9,628 total beneficiaries (2,384 + 3,497 + 3,747).

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 located with direct access to the Shoreline Connector project area.

The total number of Direct Beneficiaries is calculated at 4,037 persons (1,653 + 2,384).

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 3. Sector 2 includes all of the residences who would connect to Mirror Lake via the new roadway network. Sector 3 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 9,193 persons (1,949 + 3,497 + 3,747).

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.

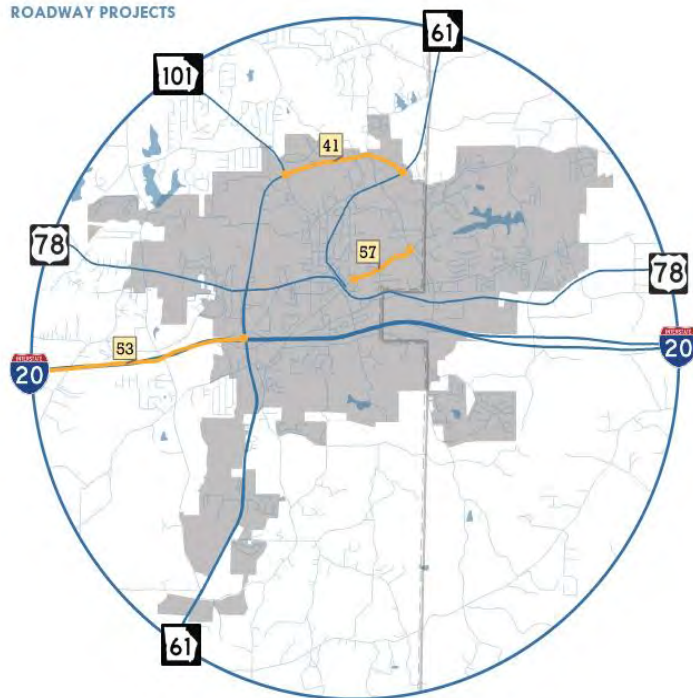
Within the data, we look at key access points, including Shoreline Drive at Mirror Lake Parkway, Conners Road at Hwy.78, and N./S. Carroll Road at W. Montgomery and Main Streets, in relative proximity to the TRP project area. These intersections are the current touchpoints of the Transportation Reunification 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 56,171 persons, and 14,303,255 vehicle trips within the TRP project area PER YEAR.

METHODOLOGY

Population data was pulled by the Atlanta Regional Commission specifically for the City of Villa Rica. Their statistics showed that the average household size for single-family attached and detached units were at 3.44 persons per household. The average household size for a multifamily unit was 1.99 persons. The figures were factored into the population projections based on the unit count and development type submitted for approval by the City. The buildout of Mirror Lake is based on the approved Planned Unit Development ordinance, revised in 2021 to obtain the current outstanding development cap. Further, current Census counts provided by the Georgia Office of Redistricting were used indicating population on the individual block level (not Census Block) to obtain existing population counts within the TRP project area. Developments within the Transportation Reunification Program project area include Arbours at Villa Rica, Wood Partners (Waldrop property), Tanyard Village, Inline Communities, Fuqua Development, and the Mirror Lake buildout currently underway.

Projection of Near Term Beneficiaries

Sector 1

Current Population: 674

Projected Growth: 979

Growth Factors: Wood Partners – 300MF Units; Arbours – 192 MF Units

Sector 2

Current Population: 1,908

Projected Growth: 41

Growth Factors: Tanyard Village – 12 SF Units

Sector 3

Current Population: 3,497

Projected Growth: 3,747 (in Mirror Lake) and 2,384 (within the TRP project area)

Growth Factors: Inline – 52 TH Units; 91 SF Units; 302 MF Units

Fuqua – 255 TH Units; 208 MF Units

Mirror Lake Buildout – 517 MF Units; 790 SF Units

Transportation Analysis

The Villa Rica Transportation Master Plan projects the Shoreline Connector will accommodate 39,187 vehicle trips per day. The estimate is consistent with the traffic counts at specific intersections surrounding the VR TRP project area, which were calculated at 27,626 vehicles per day at 2020 volume counts (during the Covid Pandemic) – the Transient Beneficiaries are calculated as the projected daily trips multiplied by 365 = 14,303,255 vehicle trips along the Shoreline Connector each year.

Transient Beneficiaries also include the 42,941 persons who were reported to the Georgia Department of Community Affairs who specifically attended special events held in downtown Villa Rica, on average between 2014-2019.

TOTAL PROJECT BENEFICIARIES: 56,171 Persons and 14,303,255 Vehicle Trips PER YEAR

VI. 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 – 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 as a link between 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.

We are seeking assistance from the Georgia Department of Community Affairs through the Rural Downtown Redevelopment Grant program for the Shoreline Connector segment between Darden Street and N. Carroll Road. The Connector will be built to the Complete Street Model, having dedicated bike/ped paths and a separate PTV path on either side of the new roadway. The Shoreline Connector will link 13,230 residents in and around the TRP project area by creating a new transportation link between downtown Villa Rica and the Mirror Lake community. This will improve the existing transportation network, provide safe and cleaner crosstown commute options, promote equity and social justice, and facilitate easier market and service access between downtown Villa Rica and the surrounding community.

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

Shoreline Connector Project Schedule											
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 two 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)

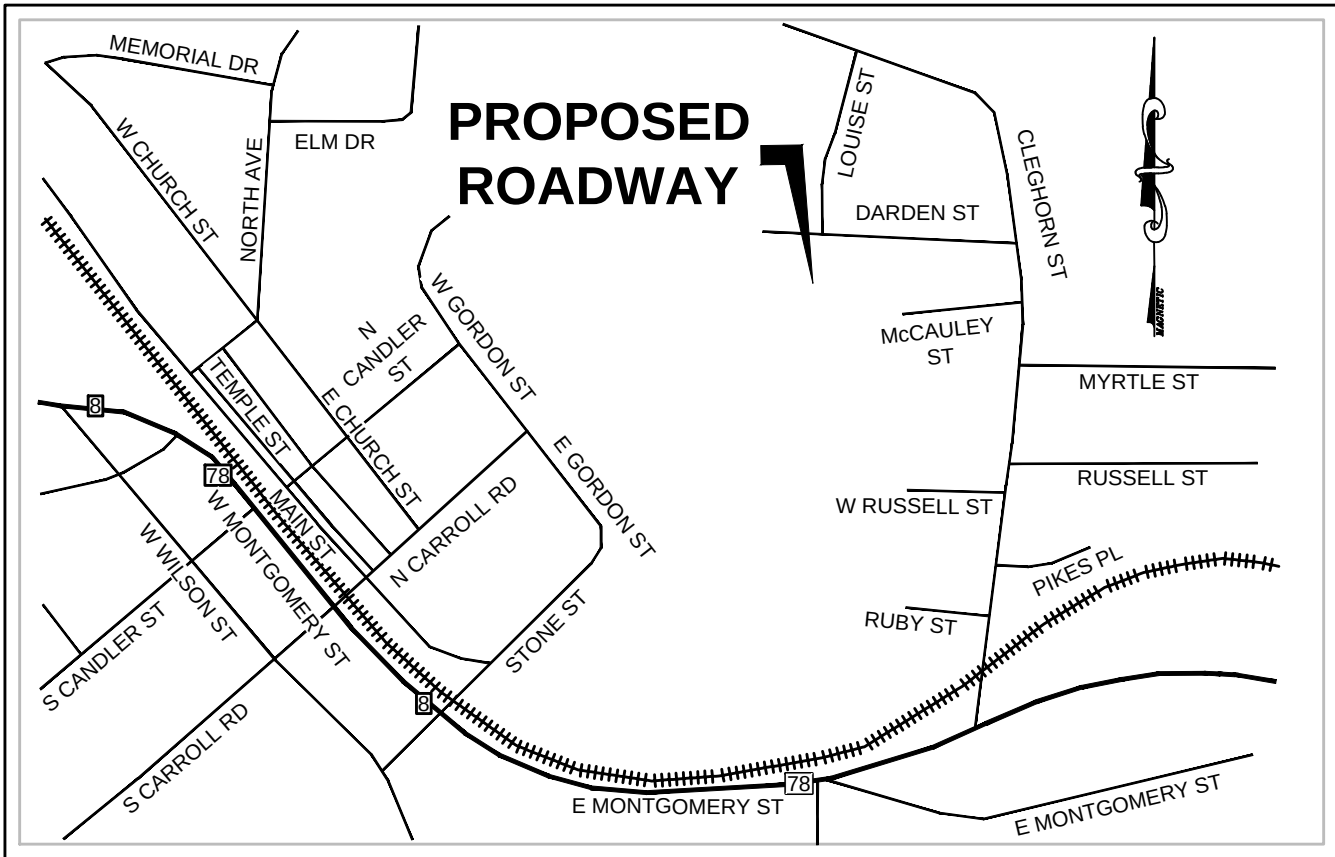
NEPA is only applicable to federal actions, including projects and programs entirely or partially financed by federal agencies and that require a federal permit or other regulatory decision. Activities that do not require a commitment of federal funds, such as approvals of access controls (e.g., a new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

CONCEPT PLANS FOR MIRROR LAKE CONNECTOR N CARROLL RD EXT TO CLEGHORN ST

LAND LOTS 161, DISTRICTS 6TH
VILLA RICA, CARROLL COUNTY, GEORGIA

OWNER/DEVELOPER:
CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA, GA 30180
PHONE: (770) 459-7000
TBARBER@VILLARICA.GOV

ENGINEER:
FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DR.,
SUITE 200
STOCKBRIDGE, GA 30281
PHONE: (770) 389-8666

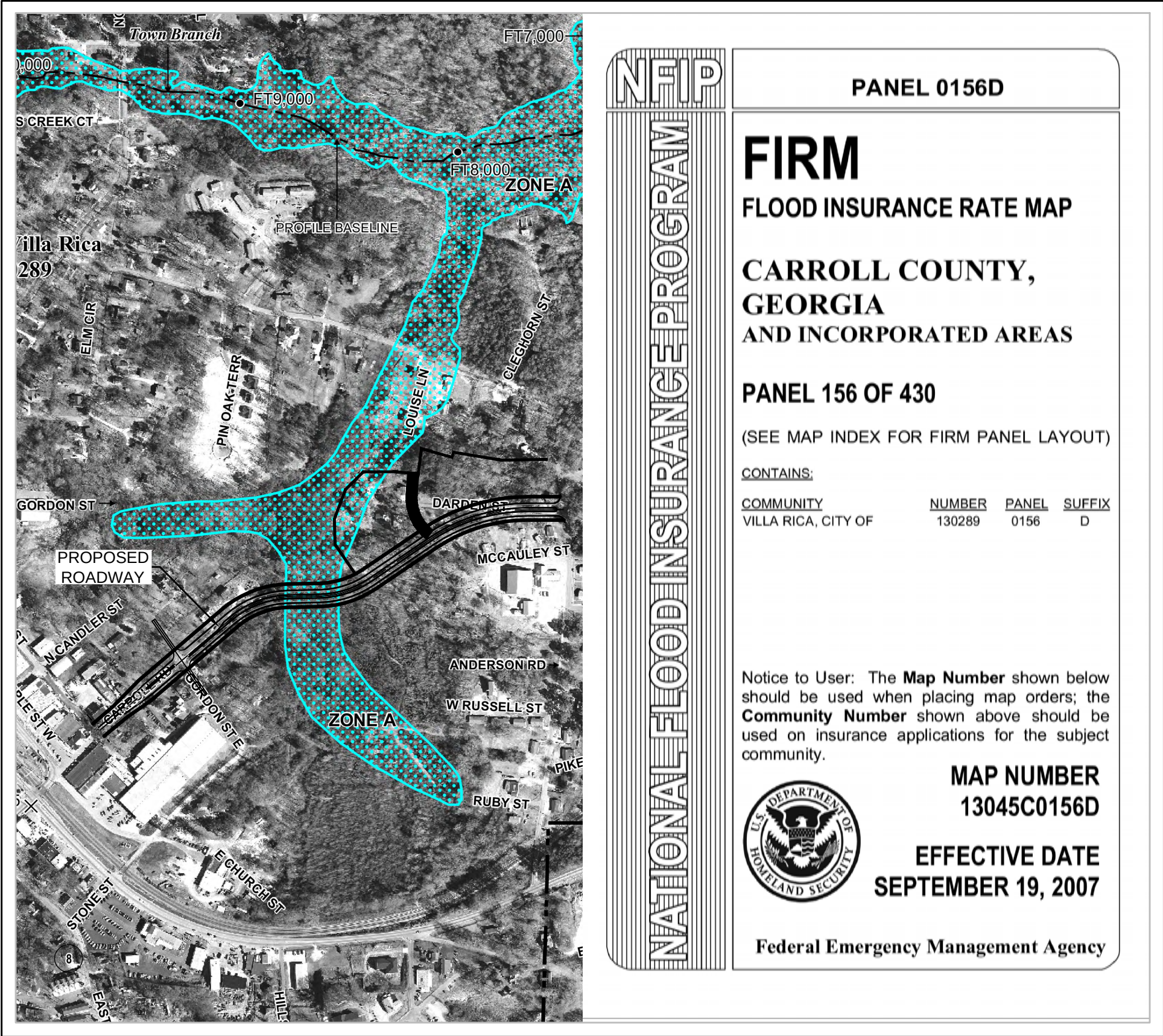


10 VICINITY MAP
NTS

NOTES:

1. TOPOGRAPHIC AND PARCEL LINES ARE TAKEN FROM GIS AND FOR CONCEPTUAL PURPOSES ONLY.
2. FLOOD PLAIN AREA TAKEN FROM GIS INFORMATION PROVIDED BY FEMA.
3. TRIBUTARY TO TOWN BRANCH CREEK SHOWN PER USGS QUAD MAPS.
4. ALL UTILITIES SHOWN ARE TAKEN FROM GIS INFORMATION AND NOT FIELD LOCATED.
5. ALL STRUCTURES, FENCES, CURB, PAVEMENT AND RAILROAD TRACKS ARE DIGITIZED FROM AERIAL PHOTOGRAPHY
6. ALL ϵ CURVE RADII AND BACK OF CURB RADII TO BE DESIGNED PER CITY OF VILLA RICA AND/OR GDOT ROADWAY SPECIFICATIONS.
7. FUTURE ROUNDABOUT TO BE DESIGNED AT THE INTERSECTION OF CLEGHORN AND DARDEN ST.

Sheet List Table	
Sheet Number	Sheet Title
1.0	COVER SHEET
2.0	OVERALL PROPOSED ALIGNMENT
3.0	ROADWAY PLAN AND PROFILE
3.1	ROADWAY PLAN AND PROFILE
4.0	DETAILS



FEMA FLOOD MAP
N.T.S.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF VILLA RICA, CARROLL COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13045C 0156D EFFECTIVE DATE: SEPTEMBER 19, 2007, PORTIONS OF THESE PROPERTIES ARE LOCATED IN A FEMA FLOOD HAZARD ZONE.

CIVIL
ENGINEERING
COSA NO. PER 002798

CONSTRUCTION
MANAGEMENT

LAND
SURVEYING
COSA NO. LSR 00055

LANDSCAPE
ARCHITECT

LAND
PLANNING

STOCKBRIDGE OFFICE
235 CORP. CTR. DR., STE. 200
STOCKBRIDGE, GEORGIA 30281
PH: (770) 389-8666 - Fax: (770) 389-8666

NEWNAN OFFICE
40 GREENWAY CT., STE. A
NEWNAN, GEORGIA 30055
PH: (770) 752-7278

CUMMING OFFICE
500 PEARLE FERRY RD., STE. C
CUMMING, GEORGIA 30040
PH: (770) 867-7300

www.fdc-llc.com

COVER SHEET
FOR

MIRROR LAKE CONNECTOR
N CARROLL RD EXT TO CLEGHORN ST
LOCATED IN:
LAND LOTS 161, DISTRICTS 6TH
VILLA RICA, CARROLL COUNTY, GEORGIA

DATE	REVISIONS
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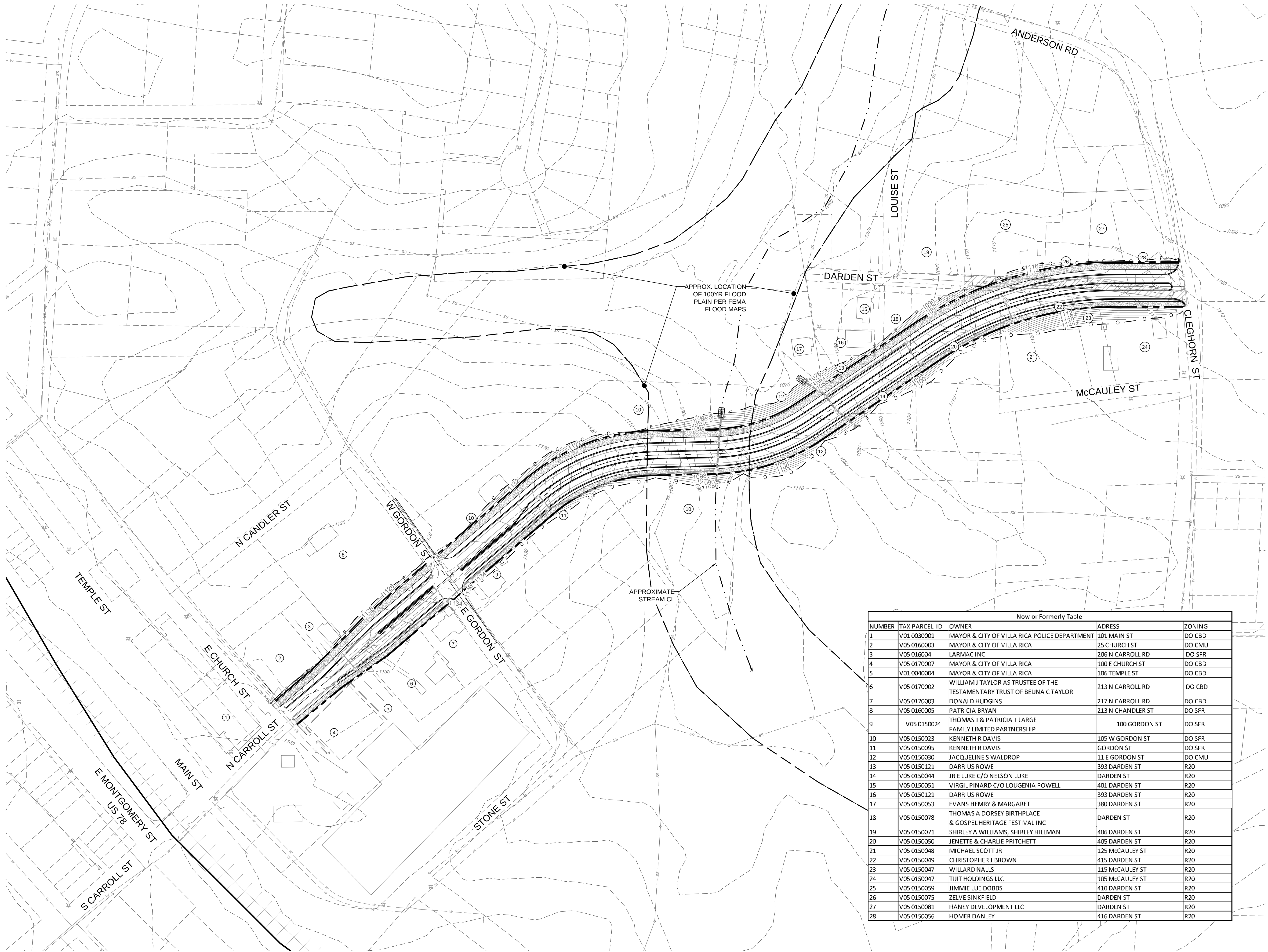
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1-800-282-7411 THROUGHOUT GEORGIA
COT 234-111

DATE:	3/31/22
SCALE:	N/A
PROJ NUMBER:	123.008
DRAWN BY:	EAM
REVIEWED BY:	-
REVISED BY:	-

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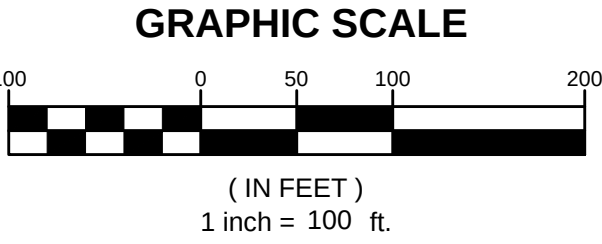
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APPROX. LOCATION
OF 100YR FLOOD
PLAIN PER FEMA
FLOOD MAPS

APPROXIMATE
STREAM CL

Now or Formerly Table				
NUMBER	TAX PARCEL ID	OWNER	ADDRESS	ZONING
1	V01 0030001	MAYOR & CITY OF VILLA RICA POLICE DEPARTMENT	101 MAIN ST	DO CBD
2	V05 0160003	MAYOR & CITY OF VILLA RICA	25 CHURCH ST	DO CMUJ
3	V05 0160004	LARMAC INC	206 N CARROLL RD	DO SFR
4	V05 0170007	MAYOR & CITY OF VILLA RICA	100 E CHURCH ST	DO CBD
5	V01 0040004	MAYOR & CITY OF VILLA RICA	106 TEMPLE ST	DO CBD
6	V05 0170002	WILLIAM J TAYLOR AS TRUSTEE OF THE TESTAMENTARY TRUST OF BEUNA C TAYLOR	213 N CARROLL RD	DO CBD
7	V05 0170003	DONALD HUGHINS	217 N CARROLL RD	DO CBD
8	V05 0160005	PATRICIA BRYAN	213 N CHANDLER ST	DO SFR
9	V05 0150024	THOMAS J & PATRICIA T LARGE FAMILY LIMITED PARTNERSHIP	100 GORDON ST	DO SFR
10	V05 0150023	KENNETH R DAVIS	105 W GORDON ST	DO SFR
11	V05 0150095	KENNETH R DAVIS	GORDON ST	DO SFR
12	V05 0150030	JACQUELINE S WALDROP	11 E GORDON ST	DO CMUJ
13	V05 0150121	DARRIUS ROWE	393 DARDEN ST	R20
14	V05 0150044	JR E LUKE C/O NELSON LUKE	DARDEN ST	R20
15	V05 0150051	VIRGIL PINARD C/O LOUGENIA POWELL	401 DARDEN ST	R20
16	V05 0150121	DARRIUS ROWE	393 DARDEN ST	R20
17	V05 0150053	EVANS HENRY & MARGARET	380 DARDEN ST	R20
18	V05 0150078	THOMAS A DORSEY BIRTHPLACE & GOSPEL HERITAGE FESTIVAL INC	DARDEN ST	R20
19	V05 0150071	SHIRLEY A WILLIAMS, SHIRLEY HILLMAN	406 DARDEN ST	R20
20	V05 0150050	JENETTE & CHARLIE PRITCHETT	405 DARDEN ST	R20
21	V05 0150048	MICHAEL SCOTT JR	125 McCAULEY ST	R20
22	V05 0150049	CHRISTOPHER J BROWN	415 DARDEN ST	R20
23	V05 0150047	WILLARD NALLS	115 McCAULEY ST	R20
24	V05 0150047	TUIT HOLDINGS LLC	105 McCAULEY ST	R20
25	V05 0150059	JIMMIE LUE DOBBS	410 DARDEN ST	R20
26	V05 0150075	ZELVE SINKFIELD	DARDEN ST	R20
27	V05 0150081	HANEY DEVELOPMENT LLC	DARDEN ST	R20
28	V05 0150056	HOMER DANLEY	416 DARDEN ST	R20



CIVIL
ENGINEERING
COSA NO. PER 007798

LAND
SURVEYING
COSA NO. LSR 00005

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECT

LAND
PLANNING

FALCON DESIGN
CONSULTANTS

STOCKBRIDGE OFFICE
235 CORD CTR. DR. STE 200
STOCKBRIDGE, GEORGIA 30281
PH (770) 389-8566 • Fax (770) 389-8565

NEWNAN OFFICE
40 GREENWAY CT. STE A
NEWNAN, GEORGIA 30255
PH (770) 755-7595

CUMMING OFFICE
500 PEARLE FERRY RD. STE C
CUMMING, GEORGIA 30040
PH (678) 807-7100

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OVERALL PROPOSED ALIGNMENT
FOR
MIRROR LAKE CONNECTOR
N CARROLL RD EXT TO CLEGGHORN ST
LOCATED IN:
LAND LOTS 161, DISTRICTS 6TH
VILLA RICA, CARROLL COUNTY, GEORGIA

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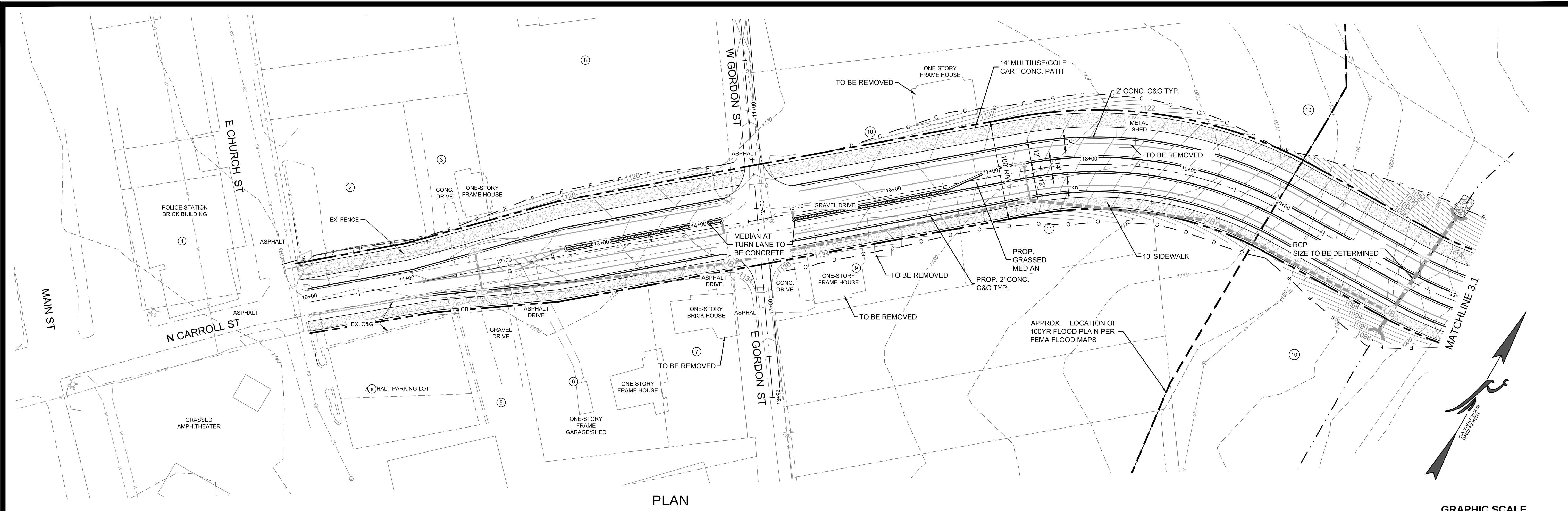
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PROJ NUMBER:	123.008
DRAWN BY:	EAM
REVIEWED BY:	-
REVISED BY:	-

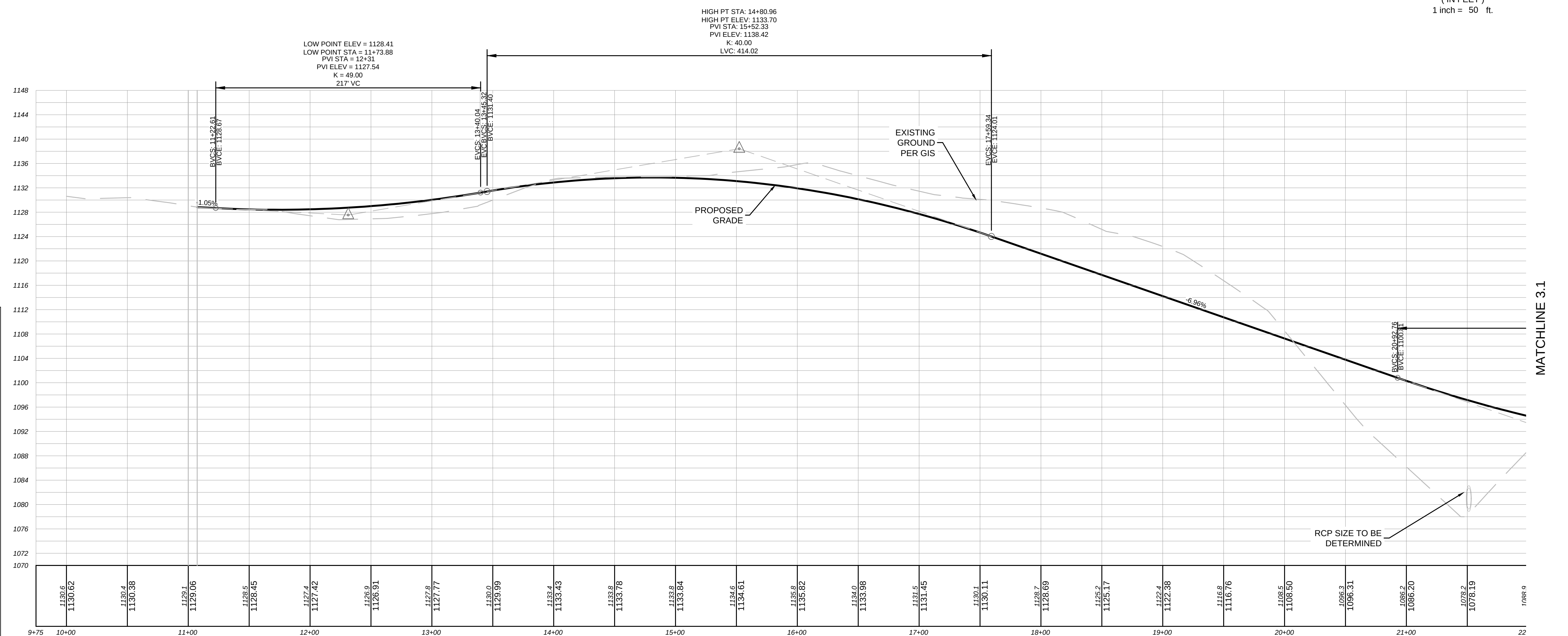
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SHEET NUMBER

2.0



PLAN



PROFILE

LEGEND		
	PROPOSED	EXISTING
RIGHT-OF-WAY	R/W	R/W
BOUNDARY LINE		
PROPERTY LINE		
CURB & GUTTER		
EASEMENT		
BUILDING		
SIDEWALK		
FENCE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
WEIR INLET		
JUNCTION BOX		
SANITARY SEWER MANHOLE		
SINGLE WING CATCH BASIN		
DOUBLE WING CATCH BASIN		
STORM PIPE		
SEWER PIPE	SS	SS
WATER MAIN	W	W
CONTOUR (MAJOR)	000	000
CONTOUR (MINOR)	000	000
DRAINAGE BASIN LINE		

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CORA PER 000798

LAND
SURVEYING
CORA PER 000905

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MANAGEMENT

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NEWNAN, GEORGIA 30555
PH: (770) 752-2978

CUMMING OFFICE
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ROADWAY PLAN AND PROFILE
FOR
MIRROR LAKE CONNECTOR
N CARROLL RD EXT TO CLEGHORN ST
LOCATED IN:
LAND LOTS 161, DISTRICTS 6TH
VILLA RICA, CARROLL COUNTY, GEORGIA

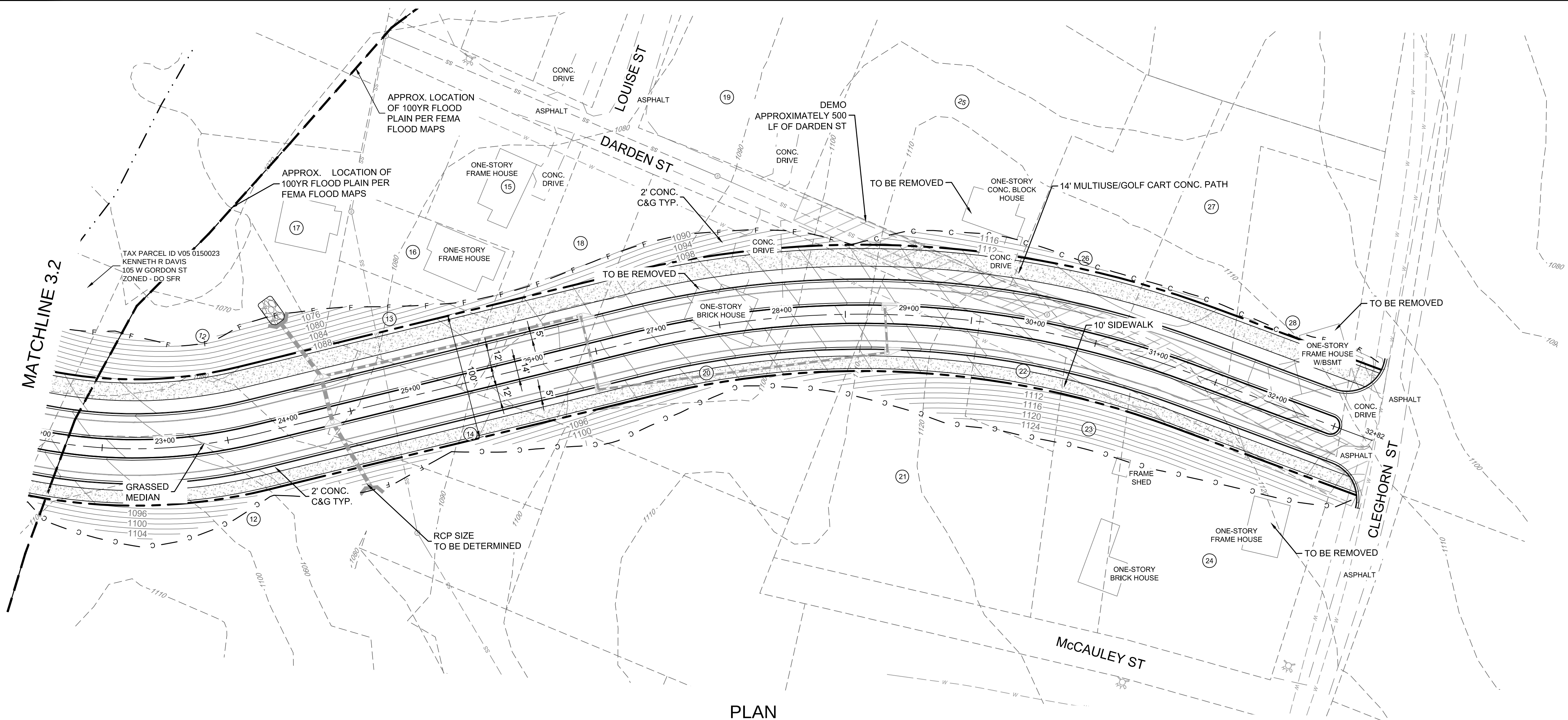
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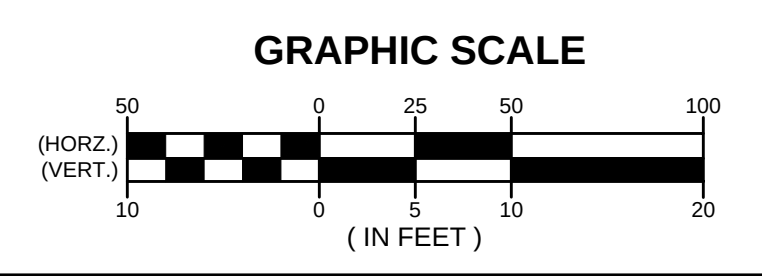
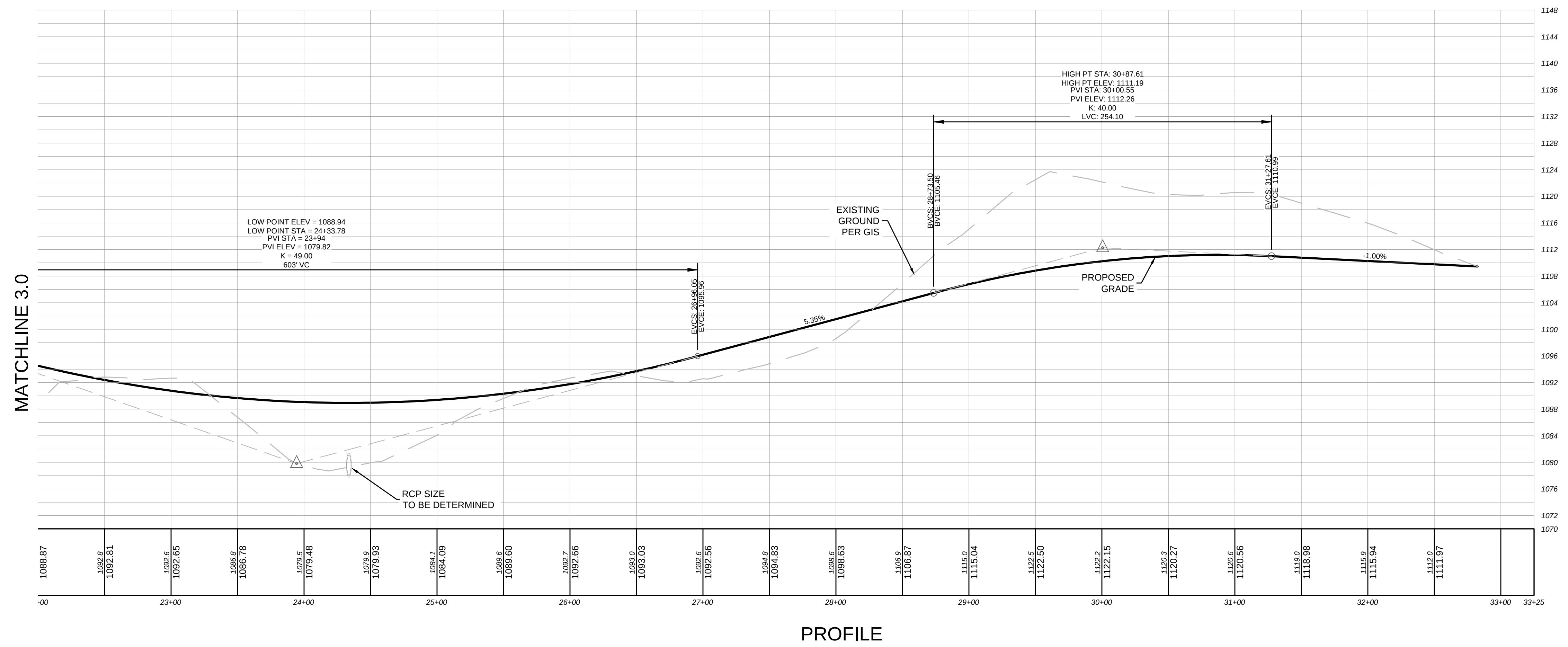
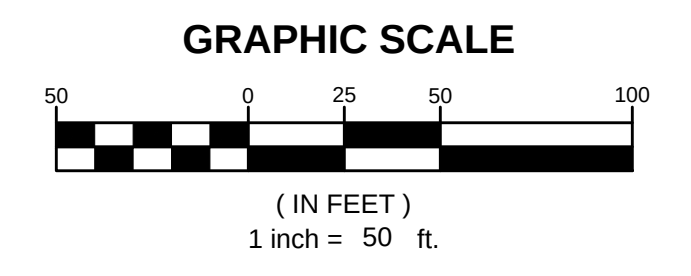
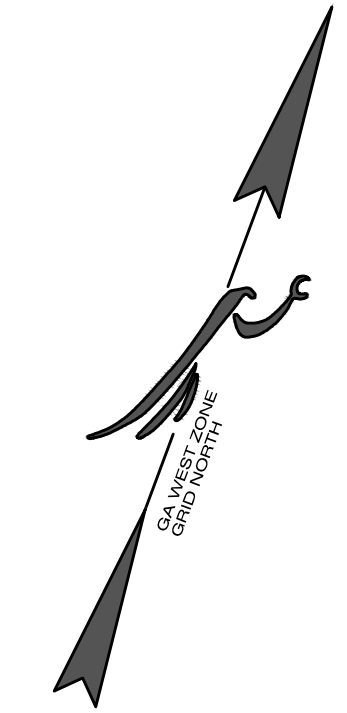
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DRAWN BY:	EAM
REVIEWED BY:	-
REVISED BY:	-

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SHEET NUMBER
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	LEGEND	
	PROPOSED	EXISTING
RIGHT-OF-WAY	RW	RW
BOUNDARY LINE		
PROPERTY LINE		
CURB & GUTTER		
EASEMENT		
BUILDING		
SIDEWALK		
FENCE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
WEIR INLET		
JUNCTION BOX		
SANITARY SEWER MANHOLE		
SINGLE WING CATCH BASIN		
DOUBLE WING CATCH BASIN		
STORM PIPE		
SEWER PIPE		
WATER MAIN		
CONTOUR (MAJOR)		
CONTOUR (MINOR)		
DRAINAGE BASIN LINE		



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ROADWAY PLAN AND PROFILE
FOR
MIRROR LAKE CONNECTOR
N CARROLL RD EXT TO CLEGGHORN ST
LOCATED IN:
LAND LOTS 161, DISTRICTS 6TH
VILLA RICA, CARROLL COUNTY, GEORGIA

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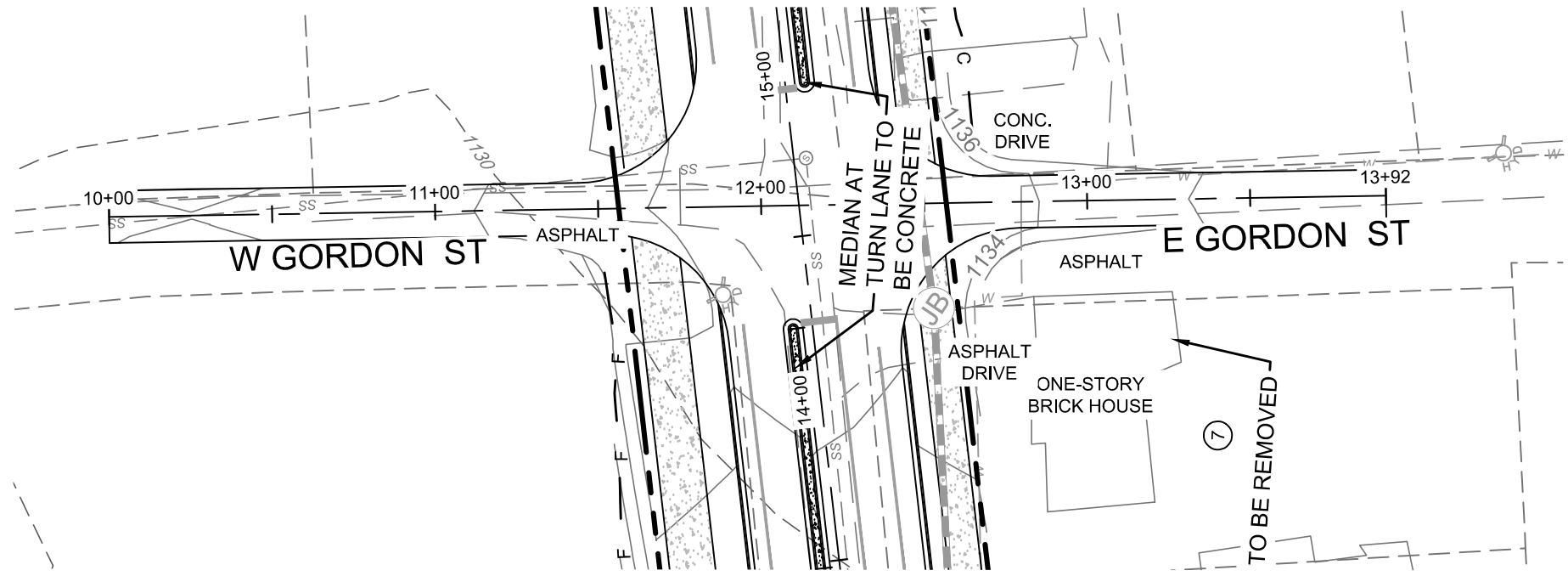
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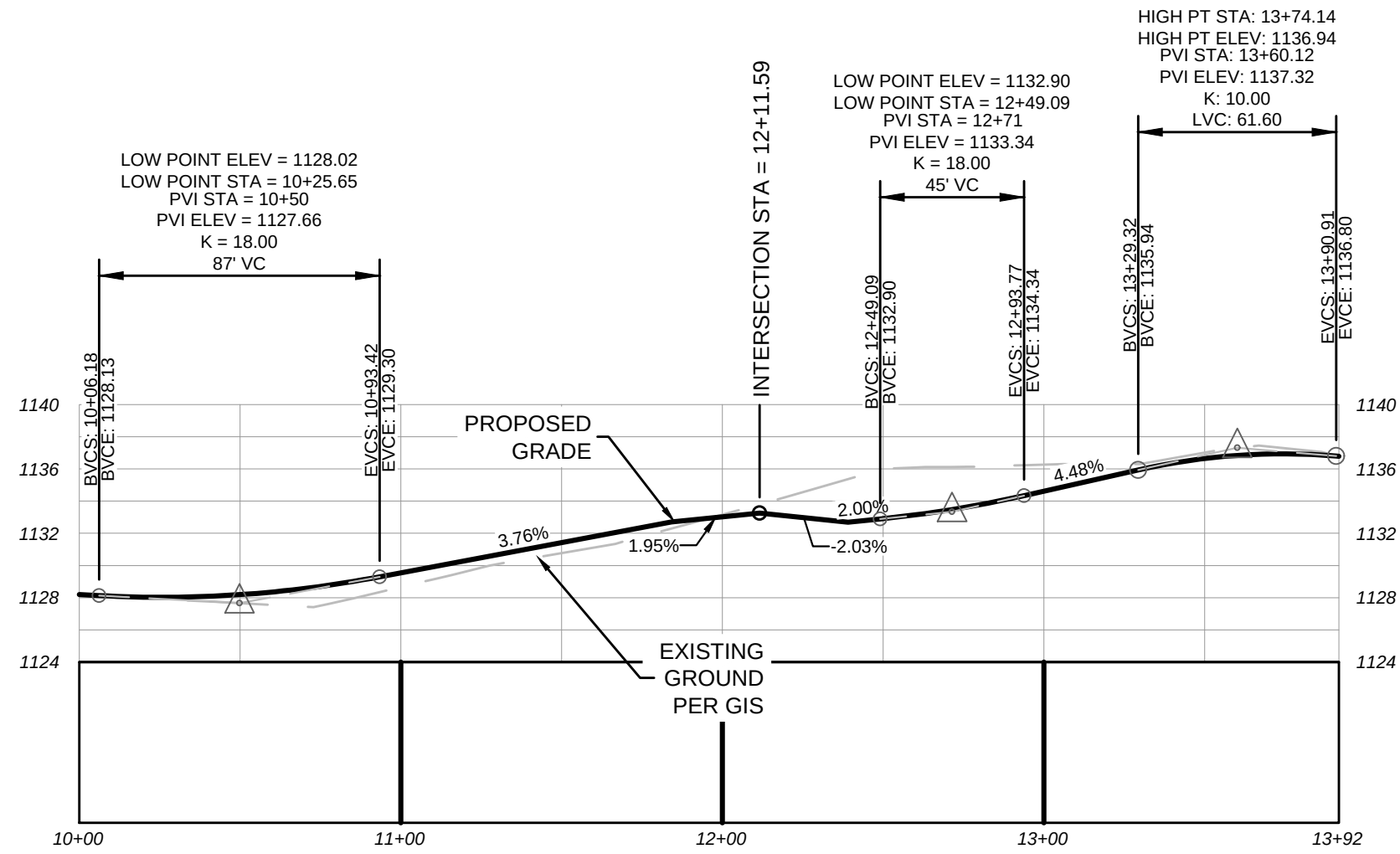
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SHEET NUMBER
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PLAN



GORDAN ST CENTER LINE

PROFILE

LEGEND		
	PROPOSED	EXISTING
RIGHT-OF-WAY	RW	RW
BOUNDARY LINE		
PROPERTY LINE		
CURB & GUTTER		
EASEMENT		
BUILDING		
SIDEWALK		
FENCE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
WEIR INLET		
JUNCTION BOX		
SANITARY SEWER MANHOLE		
SINGLE WING CATCH BASIN		
DOUBLE WING CATCH BASIN		
STORM PIPE		
SEWER PIPE	SS	SS
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CONTOUR (MINOR)	000	000
DRAINAGE BASIN LINE		

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ENGINEERING
COA NO. 138 00070

LAND
SURVEYING
COA NO. 138 00095

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ARCHITECT

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ROADWAY PLAN AND PROFILE
FOR
MIRROR LAKE CONNECTOR
N CARROLL RD EXT TO CLEGHORN ST
LOCATED IN:
LAND LOTS 161, DISTRICTS 6TH
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REVISIONS

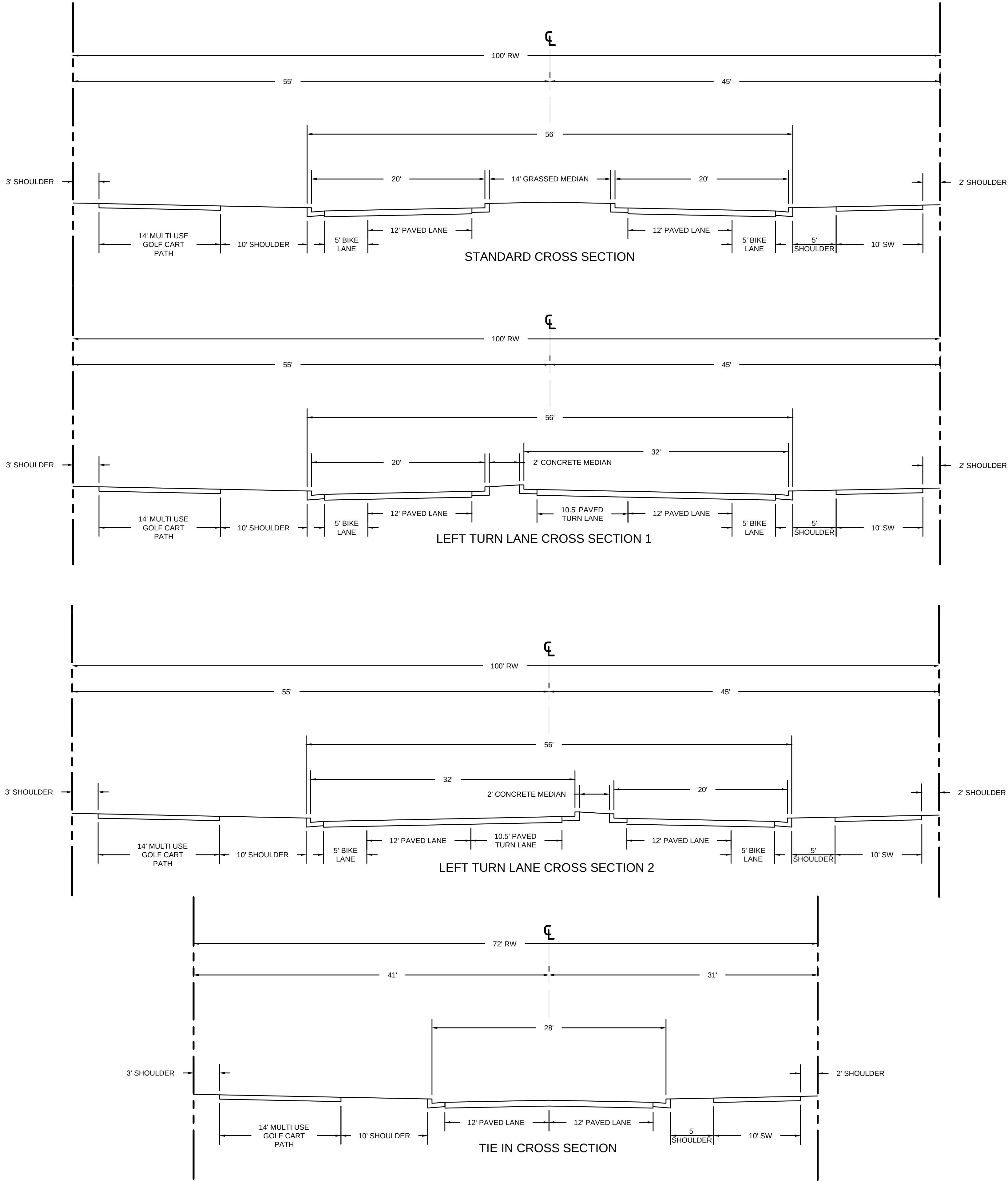
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NOTES:

1. NOT ALL UNDERGROUND OR ABOVE GROUND UTILITIES/SERVICES MAY BE INDICATED.
2. MAXIMUM SLOPES 2:1.
3. PAVING REQUIRED IS 8" GAB/3" 19mm SUPERPAVE/1.5" 12mm SUPERPAVE.
4. GOLF CART PAVING TO BE 6" GAB , 2" 12.5mm SUPERPAVE.

CIVIL
ENGINEERING
COSA NO. PER. 000798

CONSTRUCTION
MANAGEMENT

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COSA NO. LSR. 000955

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DETAILS
FOR

MIRROR LAKE CONNECTOR

N CARROLL RD EXT TO CLEGHORN ST

LOCATED IN:

LAND LOTS 161, DISTRICTS 6TH

VILLA RICA, CARROLL COUNTY, GEORGIA

DATE	REVISIONS
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DATE:	3/31/22
SCALE:	N/A
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4.0



OPINION OF PROBABLE COST

CITY OF VILLA RICA, GEORGIA

MIRROR LAKE CONNECTOR

Wednesday, April 13, 2022

ITEM	DESCRIPTION	QTY	UNIT PRICE	UNITS	TOTAL COST
1	MOBILIZATION, BONDS, AND INSURANCE	1	\$ 100,000.00	LS	\$ 100,000.00
2	TRAFFIC CONTROL	1	\$ 100,000.00	LS	\$ 100,000.00
3	DEMOLITION	1	\$ 120,000.00	LS	\$ 120,000.00
4	24 IN CONCRETE CURB AND GUTTER	8200	\$ 35.00	LF	\$ 287,000.00
5	4 IN CONCRETE GOLF CART PATH - 14 FT WIDE	2285	\$ 70.00	LF	\$ 159,950.00
6	4 IN CONCRETE PEDESTRIAN PATH - 5 FT WIDE	2227	\$ 25.00	LF	\$ 55,675.00
7	3 IN - 19MM SUPERPAVE	1656	\$ 200.00	TN	\$ 331,200.00
8	1.5 IN - 12MM SUPERPAVE	828	\$ 115.00	TN	\$ 95,220.00
9	8 IN GAB	12314	\$ 39.00	SY	\$ 480,246.00
10	5 IN WHITE THERMOPLASTIC SOLID STRIPE	4670	\$ 1.00	LF	\$ 4,670.00
11	24 IN WHITE THERMOPLASTIC STOP BARS	22	\$ 15.00	LF	\$ 330.00
12	5 IN DBL YELLOW THERMOPLASTIC STRIPE	315	\$ 2.00	LF	\$ 630.00
13	YELLOW THERMO PLASTIC TAPER HATCH	70	\$ 30.00	SY	\$ 2,100.00
14	5 IN WHITE THERMOPLASTIC SKIP STRIPE	100	\$ 1.00	LF	\$ 100.00
15	6 IN THICK CONCRETE CURB ISLANDS	80	\$ 40.00	SY	\$ 3,200.00
16	GRASSING	4	\$ 3,500.00	ACRES	\$ 14,000.00
17	EROSION CONTROL	1	\$ 30,000.00	LS	\$ 30,000.00
18	CATCH BASIN	12	\$ 5,000.00	EA	\$ 60,000.00
19	JUNCTION BOX	3	\$ 4,500.00	EA	\$ 13,500.00
20	HEADWALL	4	\$ 7,000.00	EA	\$ 28,000.00
21	42 IN RCP	140	\$ 250.00	LF	\$ 35,000.00
22	24 IN CMP	1160	\$ 100.00	LF	\$ 116,000.00
23	18 IN RCP	114	\$ 100.00	LF	\$ 11,400.00
24	30 IN RCP	150	\$ 200.00	LF	\$ 30,000.00
25	24 IN RCP	60	\$ 175.00	LF	\$ 10,500.00
26	18 IN CMP	231	\$ 80.00	LF	\$ 18,480.00
27	ADA RAMPS	3	\$ 2,000.00	EA	\$ 6,000.00
28	EARTHWORK	29200	\$ 8.00	CY	\$ 233,600.00
	TOTAL				\$ 2,346,801.00
				10% CONTINGENCY	\$ 234,680.10
	TOTAL PROBABLE CONSTRUCTION COST ESTIMATE				\$ 2,581,481.10
	ENGINEERING FEES	1	\$ 258,148.11	LS	\$ 258,148.11
	ROW ACQUISITION	1	\$ 2,626,529.94	LS	\$ 2,626,529.94
	LEGAL FEES	1	\$ 525,305.99	LS	\$ 525,305.99
	TOTAL PROBABLE PROJECT COST ESTIMATE				\$ 5,991,465.14



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ratification of Agreement for Twin Oaks II Punch List Work through RDJE, Inc.

AGENDA DATE: May 10, 2022

DATE PREPARED: April 28, 2022

PREPARED BY: John Bain

AMOUNT: \$ 32,830.00

GL ACCOUNT #: N / A

FUNDING SOURCE: Twin Oaks II Development

BUDGETED ITEM? N / A

PURPOSE: To Ratify the agreement between the City of Villa Rica and RDJE, Inc, for the work required complete the Twin Oaks II pump station construction and start-up.

BACKGROUND: Twin Oaks II pump station was constructed as part of the Twin Oaks II development, with the remaining items completed by RDJE, Inc, and paid for by the development. This agreement allows the work to be completed and the station to be placed into service, while all expenses are paid by the developer.

STAFF RECOMMENDATION: Staff recommends the ratification of the agreement between the City and RDJE for the completion of the project.

IMPACT: The completion of the pump station allows the City to provide sewer service for the development and allows the City to eliminate the Twin Oaks I pump station.

MOTION: I move for the ratification of the agreement between the City of Villa Rica and RDJE, Inc, for the completion of the Twin Oaks II pump station work.

AGREEMENT

**BETWEEN CITY OF VILLA RICA, GEORGIA
AND
RDJE, INC.
FOR
TWIN OAKS PUMP STATION PUNCH LIST WORK**

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between CITY OF VILLA RICA, GEORGIA, with its principal office at 571 W. Bankhead Hwy., Villa Rica, GA 30180, hereinafter referred to as "OWNER", and RDJE, INC. providing construction services with its principal office at 679 Highway 29 South, SUITE A, Newnan, GA 30263, hereinafter referred to as "CONTRACTOR":

WHEREAS, OWNER, has engaged CONTRACTOR to complete punch list work for Twin Oaks Pump Station as outlined in the CONTRACTOR'S proposal presented in Appendix A; and

NOW, THEREFORE, said OWNER and said CONTRACTOR, for the considerations hereinafter set forth, mutually agree as follows:

Article I – Contract Services Engagement

OWNER hereby engages RDJE, INC., as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONTRACTOR hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONTRACTOR may retain qualified sub-contractors to assist in the performance of services. OWNER shall be notified prior to CONTRACTOR subcontracting such services and sufficient time shall be provided to allow OWNER to review the sub-contractor's qualification. Should OWNER, based upon reasonable cause, not accept any such subcontractor for use on the Project, OWNER shall so notify Contractor within five (5) days following OWNER's receipt of such notice from Contractor, and Contractor shall not subcontract with any such subcontractor for the Project. OWNER shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any subcontractor on the basis of reasonable cause, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance of any subcontractor shall waive: (1) OWNER's right not to accept defective services performed or furnished for CONTRACTOR by said subcontractor; or (2) any other right or remedy OWNER has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

CONTRACTOR is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of OWNER. CONTRACTOR shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONTRACTOR in performing or furnishing services under this Agreement.

Article II - Scope of Services

The scope of services performed or furnished by CONTRACTOR under the terms of this Agreement is defined in Appendix A. Unless modified in writing by both parties, duties of CONTRACTOR shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article III - Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONTRACTOR in the performance of CONTRACTOR's services hereunder. Such cooperation shall include, but not necessarily be limited to providing right of access to work sites as required for Contractor to perform or furnish services under this Agreement.

OWNER shall appoint Brennan Jones, P.E., as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONTRACTOR shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article IV - Schedule

Work and services performed by CONTRACTOR under the terms of this Agreement shall be Substantially Complete within 45 days after the Notice to Proceed date as set forth in Appendix A.

OWNER will be kept informed as to the progress of the services under this Agreement. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays beyond the control of the other party. Delays in work performed by the Contractor or its subcontractors are deemed to be delays within the control of Contractor.

Article V - Assignment of Contract

CONTRACTOR shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VI - Payment

Payment for the services set forth in Appendix A shall be made by OWNER to CONTRACTOR and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services.

- A. Payment for services performed or furnished under terms of Appendix A in which a unit price sum basis of compensation is specified shall be as described below:
 - 1. The maximum compensation to CONTRACTOR shall be Thirty-Two Thousand Eight Hundred Thirty and 00/100 Dollars (\$32,830.00) payable in current funds, subject to adjustments, if any, based on unit price tabulation of work, as outlined in Appendix A.
- B. CONTRACTOR's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying this requirement may be withheld until the requirements has been satisfied.
- D. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to OWNER and approved by OWNER. Interest shall accrue and be paid on any unpaid approved statement or invoice amount at the legal rate of interest from the 45th day after receipt of such statement or invoice to the date of payment. Interest shall be payable at the same time that said statement or invoice amount is paid.

Article VII - Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONTRACTOR may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VI. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONTRACTOR of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article VIII.

Article VIII - Termination of Services

OWNER, by notifying CONTRACTOR in writing, may terminate any or all of the services covered by this Agreement. In the event of such termination, CONTRACTOR shall have the right to expend a reasonable amount of additional time for the purpose of closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed. All charges thus incurred, together with associated expenses reasonably incurred by CONTRACTOR and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub-contractors, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONTRACTOR. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONTRACTOR pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article IX - Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend OWNER, officials, officers, employees and agents from and against any and all claims, damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence (including but not limited to negligence, errors or omissions) of CONTRACTOR, its partners, officers, employees, agents, sub-consultants and subcontractors in the performance or furnishing of services under this Agreement, provided however, that CONTRACTOR's liability to OWNER under this Article shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including negligence, errors or omissions) of CONTRACTOR, its partners, officers, employees, agents, sub-consultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

Article X - Insurance

- A. CONTRACTOR shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.
- B. CONTRACTOR shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONTRACTOR pursuant to this Agreement or from the use of automobiles and equipment of or by CONTRACTOR. The amount(s) and coverage(s) shall be in accordance with Appendix B.
- C. CONTRACTOR is required to provide OWNER with Certificates of Insurance evidencing the afore-referenced coverages and, upon OWNER's written request, complete copies of such policies or other evidence of coverage satisfactory to OWNER shall be provided to OWNER. Approval or acceptance of said insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder.

Article XI - General Terms

- A. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia applicable to contracts made and fully performed therein, and the state courts located in Carroll County shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.
- B. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by a court having jurisdiction, such invalidity shall not affect the validity or enforceability for the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.
- C. This Agreement, when executed, together with all Exhibits attached hereto or to be attached hereto, as provided for by this Agreement shall constitute the entire Agreement between both parties and

this Agreement may not be amended, modified or terminated except by a written agreement signed by the parties hereto.

- D. The prevailing party in any legal proceeding related to this Agreement is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.
- E. Time is of the essence in interpreting and performing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONTRACTOR, all as of the day and year first above written.

OWNER

CONTRACTOR

CITY OF VILLA RICA, GEORGIA

RDJE, INC.

Gil McDougal, Mayor

Joe Webb, Vice President

(SEAL)

(SEAL)

Attest _____
Alisa Doyal, City Clerk

Attest _____
Evan Bryant, Secretary

APPENDIX A INCLUDES:

Twin Oaks Pump Station Punch List Work
Contractor's Proposal

Scope of Work:

TWIN OAKS PUMP STATION PUNCH LIST WORK, including all work identified in the proposal by RDJE, Inc., dated March 3, 2022. The maximum total cost for the work is \$32,830.00 subject to adjustments.

APPENDIX B INCLUDES:

Insurance Requirements

The limits of liability for the insurance required by Article X are as follows:

Prior to beginning work, the Contractor will furnish a certificate of insurance coverage for not less than the following amounts or greater where required by laws and regulations:

Workers' Compensation	
State and Other	Statutory
Employer's Liability	
Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease - Each Employee	\$500,000
Commercial General Liability	
General Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Automobile Liability (any vehicle)	
Bodily Injury	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
or a Combined Single Limit of	\$2,000,000

The City of Villa Rica, Georgia will be named as the insurance certificate holder and the insurance is to remain in effect during the entire contract period including the warranty period.

APPENDIX C INCLUDES:

Release of Liens and Claims

RELEASE OF LIENS AND CLAIMS

WHEREAS, we, the undersigned, have installed or furnished labor, materials and/or equipment for the installation of the Project entitled **TWIN OAKS PUMP STATION PUNCH LIST WORK**, installed pursuant to a written agreement dated _____, 2022, between the City of Villa Rica, Georgia, having an office at 571 W. Bankhead Highway, Villa Rica, Georgia 30180, hereinafter called OWNER and RDJE, INC., having an office at 679 Highway 29 South, SUITE A, Newnan, GA 30263, hereinafter called CONTRACTOR, which said facilities are owned by the OWNER and described and located as follows:

TWIN OAKS PUMP STATION PUNCH LIST WORK, including all work identified in the proposal by RDJE, Inc., dated March 3, 2022 and attached as Exhibit 1.

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which we have, or might have, against the OWNER, or said facilities by reason of the labor, materials and equipment furnished by us in connection with said installation;

NOW THESE PRESENTS WITNESS that we the undersigned, in consideration of the premises, and of the sum of One Dollar (\$1.00) in hand paid by the said OWNER, at and before the sealing and delivery hereof, the receipt whereof we do hereby acknowledge, have remised, released and forever quitclaimed, and by these presents do remise, release and forever quitclaim, unto the said OWNER, its successors and assigns, any and all manner of liens, claims and demands whatsoever which we now have, or might or could have, on or against the said facilities, or the owner thereof, for work done, or for equipment or materials furnished in connection with the installation thereof. It is the intent of this release that the OWNER, its successors and assigns shall and may hold, have, use and enjoy the said facilities free and discharged from all liens and demands whatsoever which we now have, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day written opposite our signature.

RDJE, INC.

(SEAL)

Joe Webb, Vice President

Dated _____, 2022

Sworn to and subscribed before me,

a Notary Public, this _____ day of _____, 20____

Notary Public (SEAL)

I, Joe Webb, duly authorized representative of, **RDJE, Inc.**, designated as Vice President for RDJE, Inc., do hereby state that the parties whose names are signed to the attached releases of liens, pages 1 through _____, are all of the parties who have furnished labor, materials or equipment in connection with the construction of the facilities mentioned above; excepting only such materials as may have been furnished by the OWNER.

Dated: _____, 2022

Joe Webb, Vice President

Sworn to and subscribed before me,

a Notary Public, this _____ day of _____, 20____

_____(SEAL)
Notary Public

McIntosh Specialty Services LLC

1656 US-27 North
Carrollton, Georgia 30117



Certified Drug Free Workplace



Customer: Villa Rica Bobby Elliott
Address: 571 West Bankhead Hwy Villa Rica

PROPOSAL – WORK ORDER

(PROPOSALS MAY BE WITHDRAWN IF NOT APPROVED WITHIN 45 DAYS)

Project Location: Twin Oaks Lift Station

Phone: 678-840-1213 EMAIL: BELLIOTT@VILLARICA.ORG

Item	Description	Unit	Unit Price	# Units	Total
1	Grade out dirt and leave onsite. Place 6" crushed stone base Place 2" Topping Asphalt Seed and straw disturbed areas. Based on city paint marks onsite.	Lump Sum	6,989.00	1	6,989.00

- Although our work is performed using quality materials, high construction standards and our goal is to exceed customer expectations, if there are permits or specifications for this project, they must be furnished to McIntosh prior to our proposal.
- The Prices shown above include our labor, and equipment and materials unless otherwise noted.
- McIntosh Specialty Services LLC (McIntosh) presently schedules work several weeks in advance. If the timing of your work is critical, discuss this with us and we will do our best to help meet important timelines.
- McIntosh invoices the actual work units performed, unless otherwise noted such as "Lump Sum". The units shown in our proposals may be estimated and while generally accurate, there may be differences, more or less, with the actual numbers of units and these actual units will be invoiced.
- The prices quoted in this proposal are based on the award of all items quoted unless specified otherwise. Pricing for specific items or groups of items can be provided upon request.
- The "Customer" (above), represents themselves as the owner or owner's authorized agent to approve this agreement, including the work described above, at the location shown, guaranteeing that McIntosh will receive timely payment in full for our work.
- Payment is due upon completion of work and receipt of invoice. No "Pay when Paid" or similar payment delay provisions is allowed. Interest will be charged at 18% API or the maximum rate allowed by law starting 10 days after the payment due date. Late payments will also incur any collection costs, including legal fees, related to collection efforts of late payment(s).
- ***Payment by credit or debit card requires a processing charge of 3%.
- Proposals are subject to correction.
- As the result of direction by the customer, verbally or otherwise, if this work proceeds, this Proposal shall become a "Work Order" with the mutual agreement that all information contained in this Proposal shall apply, including its incorporation into any contract or other similar agreement related to this work. This Work Order shall continue to supersede any conflicting points of other agreements even if dated they are postdated.

This Proposal excludes the following items unless they are specifically noted above as being included:

- Permitting
- Surveying / Construction layout
- Soil & Material Testing
- Bid, Payment or performance bonds
- Adjusting or relocating public or private utilities
- Soil and water related environmental controls
- Remediation of soft or unstable subgrade
- Landscaping

Warranty:

- For a period of 12 months following the completion of the pay items listed above, McIntosh will address any workmanship or material failures, subject to inspection and approval by McIntosh. Damage resulting from excessive loading, roots, excavations, poor quality or insufficiently compacted fill, sub-base or base, or existing pavement that was not properly installed or repaired as a part of this quote is not covered under our warranty.

Offered by: John Lightner

Printed: John Lightner

Date: 2/11/2022

Accepted by: _____

Printed: _____

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Renew the Lease of the Old Library to Southeastrans for Six Months

AGENDA DATE: May 10, 2022

DATE PREPARED: May 01, 2022

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a six-month renewal of Southeastrans' lease of the old library.

BACKGROUND: Southeastrans is constructing a 60,000 square foot office building in Villa Rica. In an effort to begin to relocate their workforce from Atlanta they entered into a two-year lease agreement with the City for the old library. They improved the interior of the building in lieu of rent and the City improved the parking lot. Southeastrans exercised their option to renew the lease for one-year and are now asking for a final six-month renewal.

STAFF RECOMMENDATION: Staff recommends approval of the renewal extension with a monthly lease amount of \$1,000 for six months.

IMPACT:

MOTION: I move to approve a resolution to modify the lease of the old library with modified terms and conditions (six months, \$1,000 per month) and to authorize the Mayor and City Clerk and City Attorney to take the necessary steps to execute the modified lease renewal.