

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

City of Villa Rica



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

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
July 12, 2022 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Lamar Rackely, Care Pastor, First Baptist Church of Villa Rica)

Pledge of Allegiance (Officer Stephen Ellinas)

Ceremonial Presentations (Mayor & Council)

- Villa Rica Police Department "State Certification Plaque Presentation" - Chuck Groover, Georgia Law Enforcement Certification Program
- Recognition of Nyree Simpson for 5 Years with Community Development
- Recognition of Glenda Golden for 5 Years with Senior Services
- Recognition of Tom Barber for 5 Years as City Manager
- Recognition of Captain Hunter Ethredge for 15 Years with Villa Rica Police Department
- Recognition of Michael Hubbard - Municipal Judge (David Mecklin, City Attorney)
- Recognition of Pete Zorbanos - Retiring (Tom Barber, City Manager)

Adoption of the Agenda

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

Council Updates (Subjects of General Interest and Concern)

A. Consent Agenda

1. Mayoral Reappointment of Nancy Stolz-Jeffares to the Cemetery Commission - Term: 06/01/2022 - 06/30/2025 (Mayor Gil McDougal)
2. Adoption of New Schedule of Fees for City Cemeteries (Alisa Doyal, City Clerk)
3. Development Agreement with Villa Rica Townhomes Georgia, LLC (David Mecklin, City Attorney)
4. Development Agreement with Fuqua Acquisitions II, Inc (David Mecklin, City Attorney)

5. Amendment to Community Development Fee Schedule (Ron Johnson, Planning & Zoning Specialist)
6. Hixtown Brewery-Efis Wall Repair (Nic Griffin, Building Maintenance Manager)
7. Auction of Non-Running/Retired Vehicles and Small Equipment on [GovDeals.com](https://govdeals.com) (Charles Davis, Deputy Director of Public Works)
8. Flowers Bakery Culvert Material Purchase (Bobby Elliott, Director)
9. Final Plat of Gold Pointe at Dogwood (Bobby Elliott, Director)
10. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Erick Broz, Wastewater Manager)
11. FY22 Budget Amendments #293-298
12. Thermal Process Systems Service Proposal (Erick Broz, Wastewater Manager)
13. Request for Ratification for the Repair of Weatherstone Lift Station (John Bain, Deputy Utilities Director)
14. Implementation of Computerized Maintenance Management System (CMMS) (John Bain, Deputy Director Utilities)
15. Resolution of Support for the City's Application for the Georgia Initiative for Community Housing (GICH) Program

B. Governing Body (Mayor Gil McDougal)

1. Approval of Special Called Meeting Minutes of June 8, 2022
2. Approval of the Minutes from the Special Called Council Meeting Minutes of June 30, 2022
3. Establish Date for Lottery (Tom Barber, City Manager)

C. Community Development (Tracy Jarvis, Director)

1. ALP 2-2022: Alcohol License Permit Application for Divine City Inc., dba Carroll Rd Shoppette and Public Hearing (Nyree Simpson, Licensing Specialist)
2. Amendment to Section 9.29 *Wall Signs* of the Villa Rica Sign Ordinance and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
3. Amendment to Section 9.40(6)(b) *Banners* of the Villa Rica Sign Ordinance and Public Hearing ((Ron Johnson, Planning & Zoning Specialist)
4. Amendment to Section 7.03 - *Entrance/Drive Standards* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
5. Amendment to Section 9.03 - Multifamily and Single-Family Attached Design Standards (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
6. Amendment to Section 9.04 - *Nonresidential Design Standards* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)

D. Finance (Jennifer Hallman, Finance Director)

1. Financial Update - May 2022

E. City Manager's Report (Tom Barber)

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

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

Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: New Fee Schedule for the City Cemeteries
AGENDA DATE: July 12, 2022

DATE PREPARED: June 14, 2022
PREPARED BY: Alisa Doyal, City Clerk

AMOUNT: NA
GL ACCOUNT #: NA
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To Adopt the New Fee Schedule for the City Cemeteries.

BACKGROUND:

The Cemetery Commission and the Friends of the City Cemeteries cooperate as a team to ensure that the city cemeteries continue to be a beautiful and dignified resting place for those who helped to build this city, and for their families. We have been fortunate to have the Villa Rica Garden Club assist with expenses such as landscaping, additional light fixtures, and the gated fence on top of the retaining wall. After 86 years, the members decided to dissolve their club and donated the rest of their money to pay for the tree and limb removal project for Hillcrest Cemetery. Plot sales and donations have funded other projects at the cemeteries.

The current price of purchasing a grave plot at Hillcrest Cemetery is \$500 each but only two plots remain that are available for purchase. Garden of Rest Cemetery plots are priced at \$300 each, and with approximately 40 plots available for purchase. Old Villa Rica Cemetery is closed for plot purchases and burials. The \$25 opening and closing permit fee that we currently charge has been around since 12/1/2009, that was adopted by an amended Cemetery Ordinance. The amendment required funeral homes to apply for a permit with the city before grave digging.

Because of the cost of maintaining these cemeteries and the decreased revenue from Hillcrest, staff decided to compare fees with other city cemeteries and found a wide range depending on services the city provides.

Staff's recommendation is to increase the plot price for Garden of Rest from \$300 to \$500, and to increase the opening and closing permit fee from \$25 to \$100 that will be effective August 1, 2022. This date will give staff ample time to notify the funeral homes of the price increases.

STAFF RECOMMENDATION: Staff recommends the adoption of the new fee schedule.

IMPACT: Increase revenue will offset some of the costs of landscaping and repairs.

MOTION: I move to adopt the new Cemeteries Fee Schedule effective August 1, 2022.

CITY OF VILLA RICA CEMETERIES

SCHEDULE OF FEES

Effective August 1, 2022



Grave plots are available to purchase at Hillcrest Cemetery (limited number) and Garden of Rest Cemetery. The Old Villa Rica Cemetery is closed for new purchases and burials.

Grave Plots

Price

Single Plot (5 X 10)

\$500

City Permit (Opening & Closing)

\$100

City Permit is required within 24 hours of internment.

Grave Marker (Optional)

\$45

Black Granite - 6 X 9

Engraved – Name, Date of Birth and Date of Death

City Cemeteries Comparison of Fees

Acworth: Opening and Closing Fee - \$100

Bowdon: No city owned cemetery.

Carrollton: City Cemetery is managed by the Parks and Recreation Department.

- Plot Price: \$500 for City and County Residents
- Plot Price for Non-County Residents: \$2,000
- Opening & Closing Fee: \$25

Douglasville: City Cemetery is managed by three local funeral homes.

- No plots are available to purchase.
- Ownership record must be provided by the family to the funeral home.
- \$1,100 Opening & Closing Fee paid to Hulsey Grave Service.

Newnan: City Cemeteries are managed by the Cemetery Department in Public Works.

- Plot Price: \$550 for City Residents.
- Plot Price: \$600 for County Residents at Oak Hill Cemetery.
- Plot Price: \$750 for County Residents at Eastview Cemetery.
- Opening & Closing Fee: \$600 (Weekdays), \$700 (Weekend), Cremation (Urn) \$250

Rome: City Cemeteries are managed by the City of Rome Cemetery Department with a Cemetery Superintendent.

- Plot Price: \$895 for City Residents in East View Cemetery.
- Plot Price: \$1,155 for City Residents in Oakland Cemetery.
- Plot Price: \$1,340 for Non-Resident in East View Cemetery
- Plot Price: \$1,715 for Non-Resident in Oakland Cemetery
- Opening and Closing Fees: \$545 for residents and \$765 for non-residents – Weekdays
- Opening and Closing Fees: \$735 for residents and \$1,100 for non-residents – Saturdays

Temple: No city owned cemetery.

Villa Rica: City Cemeteries are managed by the City Clerk.

- Plot Price: \$500 at Hillcrest Cemetery – Two graves are available for purchase.
- Plot Price: \$300 at Garden of Rest Cemetery – 40 graves are available for purchase.
- Plots are not available for purchase at Old Villa Rica Cemetery.
- Opening & Closing Permit: \$25



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development Agreement with Villa Rica Townhomes Georgia, LLC

AGENDA DATE: July 12, 2022

DATE PREPARED: June 30, 2022

PREPARED BY: C. David Mecklin, Jr., City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City currently has plans to improve its sewer infrastructure in the general area of property owned by Villa Rica Townhomes Georgia, LLC (the “Developer”). Developer plans to develop its property for use as a residential subdivision known as The Cottages of Villa Rica. The City desires to coordinate with the Developer to provide a sewer infrastructure in the general area of the City where the development will be located. The City believes that the overall sewer distribution system of the City will be improved by the coordination of efforts to provide sewer in the general area served by the Developer. It will be in the interest of all parties.

STAFF RECOMMENDATION: Approval

IMPACT: The Development Agreement provides that the Developer shall contribute the total sum of \$800,000 towards the improvement of the sewer infrastructure in the general area of Developer’s subject property. This sum is consistent with what the Developer would have had to pay for a sewer improvement related to only its property. By combining the Developer’s resources with the City’s, the City is able to effect a more comprehensive plan for the sewer infrastructure in the area.

MOTION: I move to approve the Development Agreement between the City of Villa Rica, Georgia and Villa Rica Townhomes, LLC and do further authorize the Mayor, City Manager, and City Attorney to negotiate and fill in the dates of the beginning and end of construction as contemplated in the Agreement. This approval is further conditioned upon final approval of the Development Agreement by the City Attorney.

DEVELOPMENT AGREEMENT

This Development Agreement dated this _____ day of _____ 2022 (the “Effective Date”), is made by and between the CITY OF VILLA RICA, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and City Council (hereinafter referred to as the "City") and VILLA RICA TOWNHOMES GA, LLC, a Delaware limited liability company (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is or will be the owner of approximately thirty-three (33) acres of property located adjacent to West Bankhead Highway in the City of Villa Rica being designated as Tax Parcels V02 0070498, V02 0070486, and V02 0070483, as more particularly described in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, Developer intends to develop the Subject Property for use as a residential subdivision known as the Cottages of Villa Rica (the “Development”); and

WHEREAS, as a part of the development of the Subject Property, Developer would need to provide certain infrastructure for the development of the Subject Property specifically including access to the public sewer line; and

WHEREAS, the City currently has plans to improve its sewer infrastructure in the general area of the Subject Property through the design, construction and installation of certain lift stations, gravity sewer and sewer force main improvements known as the North Van Wert Road Sewer Facility (collectively, the "Project"); and

WHEREAS, the parties have agreed on a plan to provide sewer infrastructure in the area shown on Exhibit “B”¹ in a manner mutually beneficial to both the City and the Subject Property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Scope of Work.**

Upon payment of funds by Developer to City as described hereinbelow in Paragraph 2, the City shall undertake the bidding, contract administration, and installation of the Project. The preliminary plans for said Project shall be attached hereto as Exhibit "B" (the “Plans”). Any changes to the Plans affecting the Subject Property shall require Developer’s written consent, not to be unreasonably withheld, conditioned or delayed.

2. **Payment of Estimated Project Improvement Costs by Developer.**

¹ NTD: Does this need to be a separate exhibit or will it be shown in the City’s plans?

(a) Within sixty (60) days of the Effective Date, Developer shall deliver to the City Eight Hundred Thousand Dollars (\$800,000) which is agreed by the parties to be one hundred percent (100%) of the cost of Developer's share of the Project to be borne by the Developer in order to serve the Developer's proposed Development. This cost has been estimated as the stand-alone costs for necessary sewer improvements to develop the Subject Property. Said estimated costs are based upon the agreement of the parties of the estimated flows associated with the proposed Project.² The total estimated cost of the entire Project is \$1,465,619, the difference between such total amount and the estimate of Developer's share shall be funded solely by the City or by other property owners in the basin who may benefit from the construction of the Project and who may seek to connect to the City sewer system as set forth in Section 4 herein below.

(b) Upon receipt of the funds described in section (a) above the City shall deposit the said funds in an account known as the North Van Wert Road Sewer Facilities Fund. The City shall, prior to each draw from said account, submit to Developer all invoices and other required documentation for review and approval by Developer, and Developer shall have a period of no more than fifteen (15) calendar days after receipt to review and approve the draw, it being understood and agreed that Developer's approval shall not be unreasonably withheld or delayed. After receipt of written approval from Developer, the City shall be authorized to draw from said account the amount so requested and approved for the purpose of paying for any and all documented costs associated with the design and construction of the Project. The City shall maintain records to document any expenditure from such account.

(c) Within _____ (____)³ days of receipt by the City of said payment from Developer (the "Commencement Deadline"), the City shall be obligated to (i) commence design and construction of the Project, (ii) diligently pursue the construction of the Project to completion, and (iii) complete the Project by [_____] ⁴ (the "Completion Deadline"), which deadlines may be extended on a day-for-day basis due to delays caused by any Force Majeure Event (as defined below), not to exceed [_____] ⁵ days in total, and delays caused solely by Developer; provided, however, the City shall undertake all reasonable efforts to complete the portion of the Project necessary to support the Development as soon as possible. "Force Majeure Event" means any flood, fire, earthquake, tornado or other act of God or natural disaster, pandemic-related lockdown, strike, lock-out or other labor or industrial disturbance and/or war or act of terrorism.

3. Permitting.

Prior to the Effective Date, the City has obtained all permits and easements required for installation of the Project.

4. Nothing in this Agreement shall prevent the City from recouping its costs for the Project from other property owners in the basin who may benefit from the construction of the Project and who may seek to connect to the City sewer system.

² NTD: What happens if we end up exceeding the estimate? Should we provide more detail in this Agreement?

³ NTD: Can we make this thirty (30) days?

⁴ NTD: Can we make this October 31, 2023?

⁵ NTD: Can we make this 30 days?

5. Obligations to Run with the Land.

The City and Developer agree and covenant that the terms and conditions of this Agreement shall run with the land and shall bind and inure to the benefit of the heirs, executors, successors in title and assigns of Developer. Notwithstanding anything in this Agreement to the contrary, no breach of this Agreement shall defeat or render invalid the lien of any mortgage, deed of trust or any similar instrument made in good faith and for value secured by the Subject Property; however, this Agreement shall be binding upon and effective against any record holder of fee simple title to the Subject Property whose title is acquired by foreclosure, trustee's sale, deed or conveyance in lieu of foreclosure or otherwise.

6. The City shall construct the Project in compliance with all applicable laws, regulations, codes and ordinances.

7. Expenses of Agreement.

Each party hereto shall pay its own expenses incident to the negotiation, preparation, and consummation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith including all fees and expenses of its or their respective counsel and accountants.

8. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter, and may be modified only by written instrument duly executed by each party thereto.

9. Defaults and Remedies.

If the City (i) fails to commence the design and construction of the Project by the Commencement Deadline, (ii) ceases work on the Project following the Commencement Deadline for a period of greater than [___]⁶ days, or (iii) fails to complete the Project by the Completion Deadline, in each case, as such deadlines may be extended pursuant to the express terms of this Agreement, then, upon fifteen (15) days' written notice by Developer to the City of such default and a failure by the City to cure such default during such period, the Developer may, but shall not be obligated to, elect, by written notice to the City, to take over construction of the Project and seek reimbursement for its costs and expenses from the North Van Wert Road Sewer Facilities Fund⁷. If Developer exercises its rights hereunder, the City shall use its best efforts to obtain any easements, assign the Plans and any related construction contracts, and execute and/or approve such other instruments and to do such further acts as may be reasonably necessary to permit Developer to exercise its rights hereunder.

10. Miscellaneous.

⁶ NTD: Do you think 60 days makes sense here?

⁷ NTD: Will the City also deposit its portion of the funds in this account such that if Developer exercises the self-help here it will be able to access the fund for completion?

a. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

b. This Agreement is solely for the benefit of the parties hereto, and creates no rights, benefits or causes of action for any individual or entity not a party hereto.⁸

c. This Agreement shall be interpreted and construed under the laws of the State of Georgia.

d. This Agreement may be simultaneously executed in two (2) counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Counterpart signatures are acceptable as originals.

e. Time shall be of the essence with respect to the performance of each and every covenant and obligation, and the giving of all notices, under this Agreement; provided, no delay or failure to exercise a right under this Agreement shall impair such party's right to enforce said right.

f. Any notice required or permitted to be given under this Agreement must be in writing and shall be deemed to be given (i) upon transmission if sent by email, (ii) one (1) business day after pickup by any nationally-recognized overnight express service, or (ii) upon receipt if delivered by local messenger, in any case, to the address set forth on the applicable party's signature page (or such other address provided by the applicable party in writing to the other party in accordance with this paragraph.

g. The City shall maintain commercial general liability insurance with an insurance company with a Best rating of "A/-IX" (or the equivalent thereof) written on an occurrence basis for claims for personal injury, death and property damage covering such party's use of any of the easement rights granted herein (including, without limitation, any construction or maintenance activities undertaken by such party), with limits in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. All policies shall provide additional insured status to Developer.

h. Each of the owner of the Subject Property and the City (an "Indemnitor") shall indemnify and hold harmless the other party and its owners, officers, contractors, employees, agents, tenants, customers and invitees (each, an "Indemnatee") from and against any and all liability, demands, claims, causes of action, judgments, orders, losses, damages (excluding punitive damage and consequential, indirect or special damages) and expenses (each, a "Claim"), including without limitation reasonable attorneys' fees, which are asserted against an Indemnatee, or which an Indemnatee incur, as a result of, or arising out of, or incidental to the use, occupancy, actions or inactions within, or in any way related to, the Subject Property by an Indemnitor and its owners, officers, contractors, employees, agents, tenants, customers and invitees, excluding, in

⁸ NTD: Can we combine a. and b. but add at the end; "provided, however, Developer may assign its rights, benefits and causes of action hereunder without the prior written consent of the City, at which point, said assignee shall be bounds by all terms and conditions of this Agreement."

each case, any Claim which is caused by, or is the result of (a) such Indemnatee's breach of this Agreement, and/or (b) the gross negligence or willful misconduct of such Indemnatee. ⁹

[The immediately following page is the signature page.]

⁹ NTD: Per our call, can language be added here making clear that upon completion of the project the City will exclusively own, operate and maintain the Project and that upon the payment of all associated fees (tap, etc.) by the Developer, Developer will have the right to tap into the sewer system?

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first above written.

VILLA RICA TOWNHOMES GA, LLC,
a Delaware limited liability company

By: _____(SEAL)

Name: _____

Title: _____

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me
this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

[Address For Notices:]

[Signature Pages Continue]

CITY OF VILLA RICA, GEORGIA

By: _____(SEAL)
GIL McDOUGAL, Mayor

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me
this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

[Address For Notices:]

EXHIBIT "A"

All that tract of land lying in or being in Land Lot 165, 6th District, City of Villa Rica, Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of North Van Wert Road with the projected northerly right of way (80 feet wide) of U.S. Highway 78 also known as Georgia State Route 6, proceed easterly along the northerly side of said highway right of way for 1374.89 feet to the southwest corner of this subject property, said point being the POINT OF BEGINNING;

From said point of beginning and leaving the north right of way of said highway right of way, proceed North 03 degrees 45 minutes 35 seconds East for 191.40 feet to a one-half inch rebar found; THEN North 03 degrees 45 minutes 35 seconds East for 747.41 feet to a concrete monument found; THEN South 85 degrees 12 minutes 11 seconds West for 261.23 feet to a one-half inch re-bar found; THEN North 08 degrees 42 minutes 52 seconds West for 206.95 feet to a fence post; THEN North 03 degrees 42 minutes 44seconds East for 811.46 feet to a point; THEN North 89 degrees 32 minutes 32 seconds East for 738.92 feet to a point; THEN South 03 degrees 38 minutes 21 seconds West for 296.46 feet to a point; THEN South 72 degrees 52 minutes 01 second East for 241.06 feet to a point; THEN South 03 degrees 57 minutes 28 seconds West for 188.50 feet to a point near the water edge; THEN South 03 degrees 57 minutes 28 seconds West along the west boundary of Waterford Subdivision for 1128.06 feet to a one inch pipe found; THEN leaving said subdivision boundary, proceed North 77 degrees 13 minutes 34 seconds West for 198.15 feet to a fence corner; THEN South 03 degrees 34 minutes 03 seconds West for 209.31 feet to a one-half inch re-bar set; THEN North 77 degrees 39 minutes 25 seconds West for 228.62 feet to a one-half inch re-bar set; THEN South 03 degrees 40 minutes 19 seconds West for 191.20 feet to a one-half inch re-bar set on the north right of way of US Highway 78; THEN North 77 degrees 44 minutes 40 seconds West for 25.29 feet along said right of way to a point; THEN continuing along said right of way North 77 degrees 44 minutes 40 seconds West for 220.46 feet to the POINT OF BEGINNING.

Said tract of land contains 33.079 acres of land, more or less, with 32.122 acres in Tract A and 0.957 acre in Tract B along with all improvements found on said property as shown on the ALTA/NSPS Survey for Jim Chapman Communities, Inc and Old Republic National Title Insurance Company dated March 11, 2021 (last revised March 29, 2021 by Elite Surveying LLC under the Seal of Douglas R. Bentley and is subject to all valid encumbrances and easements.

EXHIBIT “B”

SEE ATTACHED PRELIMINARY PLANS FOR PROJECT



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development Agreement with Fuqua Acquisitions II, LLC

AGENDA DATE: July 12, 2022

DATE PREPARED: July 1, 2022

PREPARED BY: C. David Mecklin, Jr., City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City and Fuqua Acquisitions II, LLC (“Developer”) desire to enter into an Agreement related to the financing of a road commonly known as the Mirror Lake Connector. Developer plans to build a mixed-use development in the area known as the Eastside TAD District in the City. In order to facilitate the construction of that mixed-use development, the City and Developer have agreed to enter into this Agreement providing for the construction and payment of the Mirror Lake Connector which will provide for the construction of various roads and other public improvements in the area necessary to support the proposed mixed-use development. The construction of the Mirror Lake Connector will benefit both the City and the Developer. The Agreement provides that the City will reimburse the Developer for certain costs advanced in the construction of the Mirror Lake Connector. The Agreement provides that the City would reimburse the Developer in an amount not to exceed \$7,016,196.00 which the Developer may advance towards the construction of the Mirror Lake Connector. As the Developer pays for the construction of the Mirror Lake Connector within its development, then the City would be called upon to reimburse the Developer for those costs through the prior proceeds generated through the Eastside TAD. By combining the Developer’s resources with the City’s, the City is able to proceed more expeditiously with the construction of the Mirror Lake Connector.

MOTION: I move to approve the Development Agreement between the City of Villa Rica, Georgia and Fuqua Acquisitions II, Inc. as presented. This approval is conditioned upon the Mayor, City Manager, and City Attorney being able to complete any and all remaining terms including the beginning and ending dates of construction as well as guarantees by Fuqua to complete the development project as contemplated. This approval is further conditioned upon approval of the Agreement by the City Attorney.

DEVELOPMENT AGREEMENT

This Development Agreement dated this ____ day of ____, 2022 (referenced herein as the “Agreement” or the “Development Agreement”) is made by and between the City of Villa Rica, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "Villa Rica" or the "City") and Fuqua Acquisitions II, LLC, a Georgia limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS Developer is or will be the owner of a tract of land located in the City limits of Villa Rica being designated as the Fuqua Development, as more particularly described in **Exhibit "A"** attached hereto, including, for purposes hereof, the right of way property described in Exhibit “A” (the "Subject Property"); and

WHEREAS Developer intends to develop the Subject Property for use as a mixed-use development known as the "Development"; and

WHEREAS Developer will provide certain infrastructure for the development of the Subject Property, specifically including a portion of a road commonly known as the Mirror Lake Connector Road from Mirror Lake Boulevard to Cleghorn Street within the City of Villa Rica as shown on **Exhibit “B”** attached hereto (the "Connector"); and

WHEREAS the City currently has plans to construct the entire Connector to provide transportation benefits to the citizens of the City of Villa Rica and has plans to improve its road infrastructure in the general area of the Subject Property through the design, construction and installation of the Connector; and

WHEREAS the parties have agreed on a plan to jointly move forward on the planning, design, construction and installation of the Connector as shown on **Exhibit "B,"** which is attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Developer has been authorized pursuant to the codes and ordinances of the City of Villa Rica to begin development for a mixed-use project on the Subject Property. As a part of the development of said property, a road commonly known as the Connector will be built as shown in **Exhibit "B,"** attached hereto. Upon the completion of the Connector, the street shall be a public street as a part of the road system of the City of Villa Rica. In order to advance the development of Developer's project, Developer has agreed to and does hereby contract to design, and construct that portion of the Connector which will traverse a portion of the Subject Property as shown in **Exhibit "B"**. It is specifically contemplated that the City shall design and construct any and all remaining portions of the Connector other than the portion from Mirror Lake Boulevard to Cleghorn Street. It is contemplated that the Developer will expend funds for the design and construction of the Connector from Mirror Lake Boulevard to Cleghorn Street. Those costs will include, but not be limited to, the following:

Design Phase (Soft Cost):

Survey and Topo

Geotechnical

Environmental Phase I and II

Civil Engineering to include clearing, grading, drainage, utilities, road plans, paving, striping, landscape, site lighting, site electrical, signage, and all other amenities required by the City. Plans detailing the foregoing and the other cost items below shall be referenced herein as the "Site Construction Documents" and shall, upon completion and approval by both parties hereto, be specifically referenced in **Exhibit "C"** attached hereto.

Environmental Engineering to prepare and submit an application for a stream crossing, buffer variance and wetland impacts. Plans detailing the foregoing shall be included in the Site Construction Documents Exhibit.

Any and all impact fees, permitting fees or applications

Stream Wetland mitigation fees

Costs for As-built surveys and ROW and road dedication documents /Financing Costs (if any)Traffic Analysis/Engineering

Fees related to Development Services

Fees related to Construction Management Services

Legal fees to prepare Documents (i.e., Development Agreement, invoices, pay apps)

Costs related to the traffic signal and turn lanes on Mirror Lake Boulevard that will serve the Connector.

Construction Phase:

Permitting and Bid

Site Improvement Work -Hard Costs (As modified by Change Orders):

Site Construction Work as per the Site Construction Documents, the Construction Schedule, and the Budget

Payment and Performance Bonds

Temporary Charges for items such as power for construction lighting, staging areas, barricades, fencing, inspections and materials testing

Construction Administration

Construction Management

Assurances Regarding City's Funding; Payment of Costs:

Pay Apps delivered monthly by Developer to the City to be paid on a monthly basis

Source of funds for the Project to be set aside in City escrow fund

The projected costs for the goods and services listed above is

SEVEN MILLION, SIXTEEN THOUSAND, ONE HUNDRED NINETY EIGHT AND 00/100 DOLLARS (\$7,016, 198.00)

2. The City shall reimburse Developer for any costs incurred for the design and construction of the Connector from Mirror Lake Boulevard to Cleghorn Street as set forth in Paragraph 1 above.

3. On a monthly basis, the Developer may submit requests for reimbursement for any and all costs expended by it for the design and construction of the Connector. Developer shall submit to the City all invoices and other required documentation for review and approval by the City, and the City shall have a period of no more than fifteen (15) calendar days after receipt to review and approve in writing the reimbursement request. It is understood and agreed that the City's approval shall not be unreasonably withheld or delayed. After receipt of written approval from the City, the City shall make payment to the Developer within fifteen (15) days. Both Developer and the City shall maintain records to document any expenditure towards the Connector project.

4. The City shall set aside funds for the Connector project in the amount of no less than SEVEN MILLION, SIXTEEN THOUSAND, ONE HUNDRED NINETY EIGHT AND 00/100 DOLLARS (\$7,016, 198.00) in a City escrow fund to cover the cost of Developer's reimbursement sought pursuant to this Development Agreement.

5. Obligations to Run With the Land.

The City and Developer agree in covenant that the terms and conditions of this Agreement shall run with the land and shall bind and inure to the benefit of the heirs, executors, successors in title and assigns of Developer. Notwithstanding anything in this Agreement to the contrary, Developer may collaterally assign its rights hereunder to its lender, and no breach of this Agreement shall defeat or render invalid the lien of any

mortgage, deed of trust or other similar instrument made in good faith and for value secured by the Subject Property; however, this Agreement shall be binding upon and effective against any record holder of fee simple title to the Subject Property, whose title is acquired by foreclosure, trustee sale, deed, or conveyance in lieu of foreclosure or otherwise.

6. Both parties shall construct the Connector in compliance with all applicable laws, regulations, codes, and ordinances.

7. Expenses of Agreement.

Except as expressly provided in Paragraphs 1, 2, 3 and 4 above with respect to Developer's reimbursement, each party hereto shall pay its own expenses incident to the negotiation, preparation, and consummation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith including all fees and expenses of its or their respective counsel and accountants.

8. To the extent permitted by Georgia law, each of the City and Developer hereby indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and/or performing obligations granted and set forth herein. Notwithstanding the foregoing, the City agrees that there shall be no personal liability of Developer (or its members, managers, partners, officers or directors) in respect to any of the terms of this Agreement. The City shall look solely to the equity interest of Developer in the Subject Property for the satisfaction of the remedies in this Paragraph 8, and in no event sue Developer for consequential, special, punitive or treble damages.

9. Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject

matter, and may be modified only by written instrument duly executed by each party hereto.

10. Miscellaneous.

- a) No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
- b) This Agreement is solely for the benefit of the parties hereto, and creates no rights, benefits, or causes of action for any individual or entity not a party hereto; provided, however, [ENTITY TBD] (“Residential Developer”), and its successors and assigns, shall be a third-party beneficiary of this Agreement, and, pursuant to that certain Post-Closing Agreement by and between Developer and Residential Developer of even date herewith in the event of a failure by Developer to timely complete its portion of the Connector, Residential Developer shall have the right, upon at least thirty (30) prior notice to Developer and the City, to complete Developer’s portion of the Connector pursuant to the terms hereof and the Site Construction Documents and receive reimbursement from the City for Residential Developer’s costs in the same manner as Developer hereunder.
- c) This Agreement shall be interpreted and construed under the laws of the State of Georgia.
- d) This Agreement may be simultaneously executed in two (2) counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Counterpart signatures in pdf format are acceptable as originals.
- e) Time shall be of the essence with respect to the performance of each and every covenant and obligation, and the giving of all notices, under this Agreement;

provided, no delay or failure to exercise a right under this Agreement shall impair such party's right to enforce said right.

- f) Any notice required or permitted to be given under this Agreement must be in writing and shall be deemed to be given (i) upon transmission if sent by email, (ii) one (1) business day after pickup by any nationally-recognized overnight express service, or

(iii) upon receipt if delivered by local messenger, in any case, to the address set forth below (or such other address provided by the applicable party in writing to the other party in accordance with this paragraph):

Developer:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Road NE, Suite 800
Atlanta, GA 30305
Attention: Jeffrey S. Fuqua
Email: jeff.fuqua@fuquadev.com

With a copy to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Road NE, Suite 800
Atlanta, GA 30305
Attention: Heather Correa
Email: heather.correa@fuquadev.com

The City:

Villa Rica City Hall
571 W. Bankhead Hwy
Villa Rica, GA 30180
Attention: Tom Barber
City Manager
tbarber@villarica.org

With a copy to:

Tisinger Vance PC
100 Wagon Yard Plaza
Carrollton, GA 30117
Attention: C. David Mecklin, Esq.
dmecklin@tisingervance.com

g) Each party hereto warrants that (i) it has full power and authority to execute, deliver, perform and fulfill its obligations under this Agreement, (ii) no consent of any third party is required for such party to enter into this Agreement and perform its obligations hereunder, and (iii) the execution, delivery and performance of this Agreement has not and will not constitute a breach of or default under such party's organizational documents or any other contract, agreement, law or court order under which such party is a party or may be bound.

[The immediately following two page are the signature pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

DEVELOPER:

**FUQUA ACQUISITIONS II,
LLC**, a Georgia limited liability
company

By:

Print Name: Jeff Fuqua
Title: Manager

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

VILLA RICA:

THE CITY OF VILLA RICA,
a municipal corporation of the
State of Georgia

By:

Print Name: _____

Title: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Combined Lots 2 & 3 (6/20/22)

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at a point located at the intersection of the Southerly Right-of-Way line of Parkway Circle (50' R/W) and the Southwesterly Right-of-Way line of Punkintown Road (80' R/W); thence along said right-of-way of Punkintown Road (80' R/W) for a distance of 280 feet to a 5/8-inch rebar set with cap and the TRUE POINT OF BEGINNING; thence along said right-of-way of Punkintown Road (80' R/W) South 26 degrees 50 minutes 45 seconds East for a distance of 342.24 feet to a 1/2-inch rebar found; thence along said right-of-way of Mirror Lake Boulevard (Variable R/W) South 24 degrees 55 minutes 41 seconds East for a distance of 62.75 feet to a point; thence along said right-of-way of Mirror Lake Boulevard (Variable R/W) South 26 degrees 08 minutes 27 seconds East for a distance of 161.23 feet to a point; thence along said right-of-way of Mirror Lake Boulevard (Variable R/W) South 31 degrees 50 minutes 41 seconds East for a distance of 100.00 feet to a point; thence along said right-of-way of Mirror Lake Boulevard (Variable R/W) South 36 degrees 49 minutes 47 seconds East for a distance of 432.78 feet to a concrete monument found; thence along said right-of-way of Mirror Lake Boulevard (Variable R/W) South 52 degrees 57 minutes 15 seconds West for a distance of 36.43 feet to a concrete monument found; thence South 36 degrees 42 minutes 19 seconds East, a distance of 72.75 feet to a 5/8-inch rebar set with cap; thence along said right-of-way South 36 degrees 42 minutes 19 seconds East, a distance of 614.00 feet to a 5/8-inch rebar set with cap; thence leaving said right-of-way South 61 degrees 52 minutes 40 seconds West for a distance of 830.09 feet to a 1/2-inch rebar found; thence North 21 degrees 58 minutes 59 seconds West for a distance of 358.35 feet to a 1/2-inch rebar found; thence North 71 degrees 46 minutes 06 seconds West for a distance of 58.47 feet to a 1/2-inch rebar found; thence North 74 degrees 21 minutes 29 seconds West for a distance of 96.24 feet to a 1/2-inch rebar found; thence North 83 degrees 23 minutes 33 seconds West for a distance of 84.47 feet to a 1/2-inch rebar found; thence North 36 degrees 45 minutes 14 seconds West for a distance of 410.95 feet to a 5/8-inch rebar set with cap; thence North 27 degrees 03 minutes 33 seconds West, a distance of 191.43 feet to a 5/8-inch rebar set with cap; thence North 27 degrees 03 minutes 33 seconds West, a distance of 81.14 feet to a 5/8-inch rebar set with cap; thence North 73 degrees 10 minutes 24 seconds East, a distance of 3.15 feet to a 5/8-inch rebar set with cap; thence along a curve to the left, said curve having an arc length of 279.04 feet with a radius of 465.00 feet, being subtended by a chord bearing of North 55 degrees 47 minutes 17 seconds East, a distance of 274.87 feet to a 5/8-inch rebar set with cap; thence North 38 degrees 37 minutes 18 seconds East, a distance of 209.48 feet to a 5/8-inch rebar set with cap; thence along a curve to the right, said curve having an arc length of 33.86 feet with a radius of 645.00 feet, being subtended by a chord bearing of North 40 degrees 07 minutes 32 seconds East, a distance of 33.85 feet to a 5/8-inch rebar set with cap; thence North 36 degrees 49 minutes 47 seconds West, a distance of 305.55 feet to a 5/8-inch rebar set with cap; thence North 00 degrees 00 minutes 00 seconds West, a distance of 188.23 feet to a 5/8-inch rebar set with cap; thence North 29 degrees 08 minutes 11 seconds West, a distance of 199.84 feet to a 5/8-inch rebar set with cap; thence South 88 degrees 50 minutes 49 seconds East for a distance of 420.29 feet to a 5/8-inch rebar set with cap and the TRUE POINT OF BEGINNING.

Said tract of land contains 30.318 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at a point located at the intersection of the Southerly Right-of-Way line of Parkway Circle (50' R/W) and the Southwesterly Right-of-Way line of Punkintown Road (80' R/W); Thence along said right-of-way of Punkintown Road (80' R/W) for a distance of 280 feet to a 5/8-inch rebar set with cap; thence leaving said right-of-way North 88 degrees 50 minutes 49 seconds West, a distance of 420.29 feet to a 5/8-inch rebar set with cap; thence South 29 degrees 08 minutes 12 seconds East for a distance of 199.84 feet to a point; thence South 00 degrees 00 minutes 00 seconds East for a distance of 188.23 feet to a point; thence South 36 degrees 49 minutes 47 seconds East for a distance of 305.55 feet to a point; thence along a curve to the left, said curve having an arc length of 33.86 feet with a radius of 645.00 feet, being subtended by a chord bearing of South 40 degrees 07 minutes 32 seconds West a distance of 33.85 feet to a point; thence South 38 degrees 37 minutes 18 seconds West for a distance of 209.48 feet to a point; thence along a curve to the right, said curve having an arc length of 279.04 feet with a radius of 465.00 feet, being subtended by a chord bearing of South 55 degrees 47 minutes 17 seconds West a distance of 274.87 feet to a point; thence South 73 degrees 10 minutes 24 seconds West for a distance of 3.15 feet to a point and the TRUE POINT OF BEGINNING; thence South 27 degrees 03 minutes 33 seconds East for a distance of 81.14 feet to a point; thence along a curve to the right, said curve having an arc length of 120.25 feet with a radius of 545.00 feet, being subtended by a chord bearing of South 78 degrees 08 minutes 41 seconds West a distance of 120.01 feet to a point; thence South 84 degrees 27 minutes 57 seconds West for a distance of 265.56 feet to a point; thence along a curve to the left, said curve having an arc length of 245.22 feet with a radius of 373.00 feet, being subtended by a chord bearing of South 65 degrees 37 minutes 55 seconds West a distance of 240.83 feet to a point; thence along the creek the following bearings and distances: thence North 45 degrees 16 minutes 21 seconds West for a distance of 22.73 feet to a point; thence North 73 degrees 22 minutes 41 seconds West for a distance of 16.99 feet to a point; thence North 53 degrees 06 minutes 58 seconds West for a distance of 42.93 feet to a point; thence leaving said creek along a curve to the right, said curve having an arc length of 314.57 feet with a radius of 453.00 feet, being subtended by a chord bearing of North 64 degrees 34 minutes 20 seconds East a distance of 308.29 feet to a point; thence North 84 degrees 27 minutes 57 seconds East for a distance of 265.56 feet to a point; thence along a curve to the left, said curve having an arc length of 90.07 feet with a radius of 465.00 feet, being subtended by a chord bearing of North 78 degrees 55 minutes 00 seconds East a distance of 89.93 feet to a point and the TRUE POINT OF BEGINNING.

Said tract of land contains 1.194 acres.

if requirements of the Carroll County Subdivision Regulations relative to the prerequisites and submission of a final plat having been fulfilled, as proposed by this plat is hereby granted, subject to further provisions and conditions of the Carroll County Subdivision Regulations, and the plat has fully complied with the Carroll County Zoning Regulations, and the conditions of Zoning approval have been met.

Director of the Department Community Development

Carroll County assumes no responsibility for overflow or erosion of natural drains beyond the extent of the street right of way or for the extension of culverts beyond the point shown on the approved and recorded plat.

Second: Filed in the Office of the Clerk of Superior Court of Carroll
County, Missouri, August 2nd, 1890.
Dated 2nd, 1890.

[illegible][illegible]

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VERTICAL REFERENCE PLANE OF THE STATE PLANE COORDINATE SYSTEM OF GEORGIA—NORTH AMERICAN DATUM OF 1983(2011)—STATE PLANE COORDINATE SYSTEM OF GEORGIA—WEST ZONE. THE VERTICAL REFERENCE PLANE IS NORTH AMERICAN VERTICAL DATUM OF 1988. ALL DIRECTIONS OF THE SURVEY ARE TRUE. THE SURVEY IS A TRIANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DRAINAGE AND SETBACKS SHOULD BE DETERMINED AND NOTIFIED BY PLANNING DEPARTMENT AND ZONING PERMITS ON DESIGN OR CONSTRUCTION ACTIVITIES.

SETBACKS SHOWN ON SURVEY BASED ON SITE PLAN BY HAINES GRISON & ASSOCIATES.

APPROVAL TO BE OBTAINED FROM PLAT APPROVAL

IF THE SUBJECT TRACT(S) ARE DEPICTED GRAPHICALLY AND ARE SHOWN APPROXIMATELY FOR INFORMATIONAL PURPOSES ONLY, SAID RIGHT-OF-WAY LINES SHOULD NOT BE UTILIZED FOR DESIGN PURPOSES

[illegible][illegible]

Mirror Lake Boulevard

CS OS NO:	20277191	SWING SCALE:	1" = 100'	SURVEY DATE:	April 26, 2022
FIELD WORK:	MAV/DIT	QTY: VALLA RICA	STATE: GA	PROJECT:	PER GREEN ENERGY
TRAIL MILE:	EXP	COUNT:	CARROLL	NO. Sides	boundaries
REMARKS:	ENC	LAND LOTS:	176 & 177		
FILED: 20277191-01.dwg	REVISION:	2nd			

Land Surveying • 3D Laser Scanning
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization: 15F-000821

THIS FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 0.0001 FOOT IN 100 FEET, AND WAS UNALIGNED. A "WIMBLE" SERIES TOTAL STATION AND SAMPLE TOC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET, 4200 INT.

Figure 1. The effect of the number of iterations on the accuracy of the proposed algorithm. The accuracy of the proposed algorithm increases with the number of iterations. The accuracy of the proposed algorithm is 100% when the number of iterations is 100.

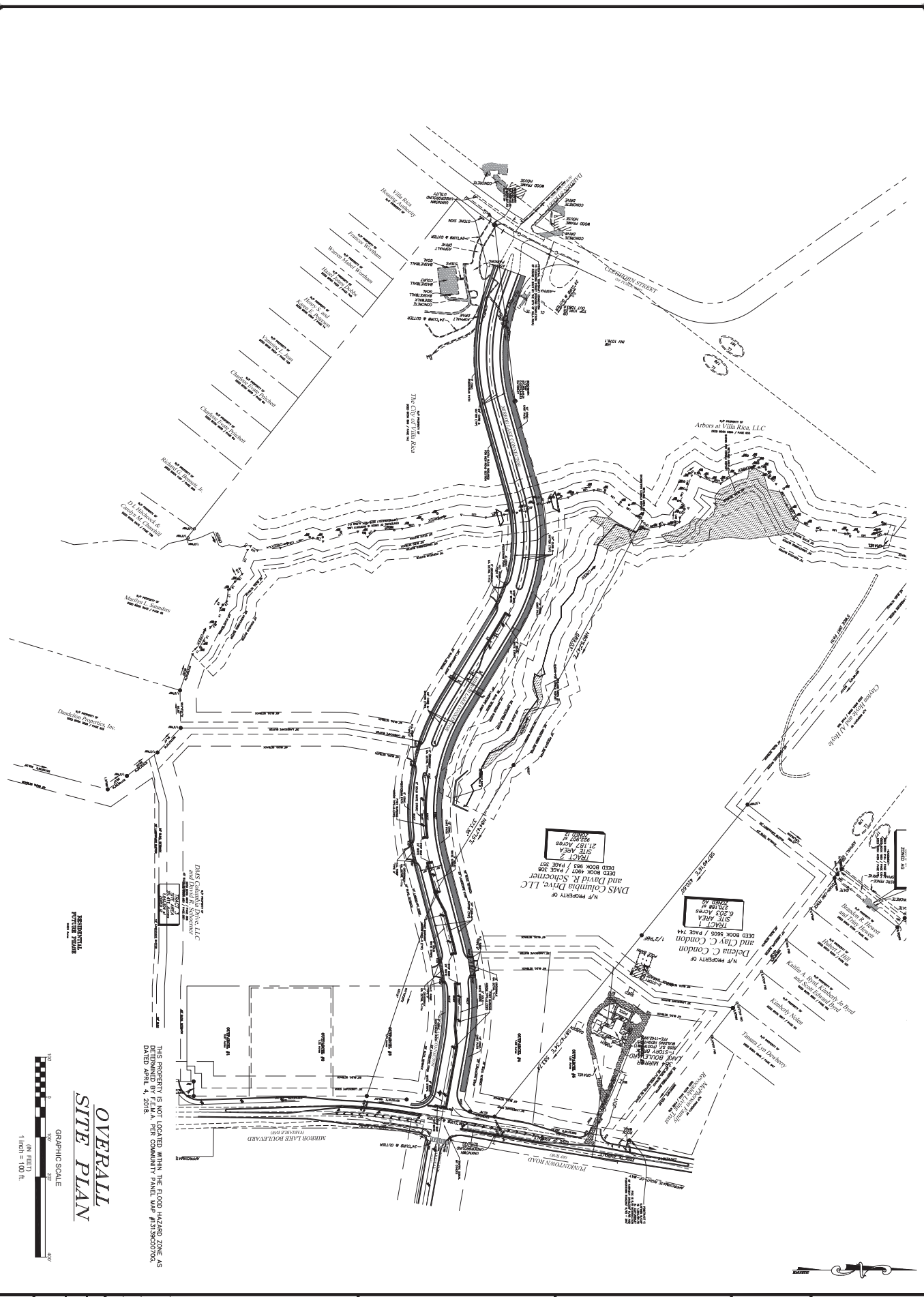
[illegible]

THIS FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 0.0001 FOOT IN 100 FEET, AND WAS UNALIGNED. A "WIMBLE" SERIES TOTAL STATION AND SAMPLE TOC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

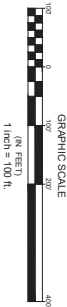
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET, 4200 INT.

EXHIBIT “B”

DEPICTION OF CONNECTOR ROAD FROM MIRROR LAKE BOULEVARD TO
CLEGHORN STREET



**OVERALL
SITE PLAN**



THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD ZONE AS DETERMINED BY FEMA, PER COMMUNITY PANEL MAP #131360070G, DATED APRIL 4, 2016.

NO.	BY	DATE	DESCRIPTION
1	DAVID H. GIPSON	02/03/2022	DESIGN
2	DAVID H. GIPSON	02/03/2022	DESIGN
3	DAVID H. GIPSON	02/03/2022	DESIGN
4	DAVID H. GIPSON	02/03/2022	DESIGN
5	DAVID H. GIPSON	02/03/2022	DESIGN
6	DAVID H. GIPSON	02/03/2022	DESIGN
7	DAVID H. GIPSON	02/03/2022	DESIGN
8	DAVID H. GIPSON	02/03/2022	DESIGN
9	DAVID H. GIPSON	02/03/2022	DESIGN
10	DAVID H. GIPSON	02/03/2022	DESIGN

**MIRRORLAKE
MIRRORELAKES**
GATHERING, GEORGIA

A PROJECT OF
FIGUREDEVELOPMENT

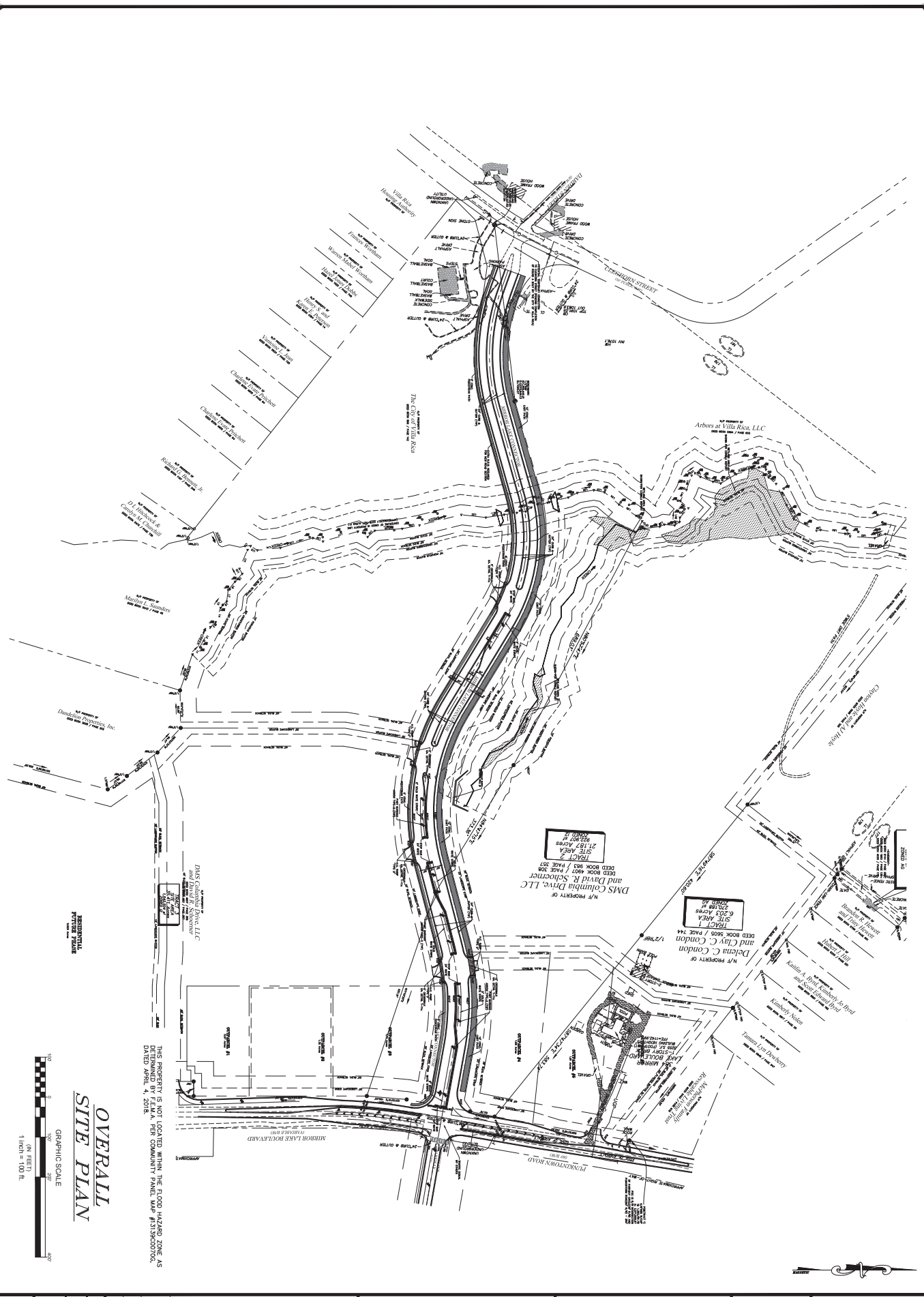
HGA
HAINES GIPSON & ASSOCIATES
Civil • Structural • Bridge

10/24/2022 10:24:22 AM

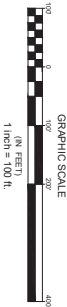
EXHIBIT “C”

SITE CONSTRUCTION DOCUMENTS

[TO BE LATER SPECIFICALLY REFERENCED PURSUANT TO SECTION 1 OF THIS
DEVELOPMENT AGREEMENT]



**OVERALL
SITE PLAN**



THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD ZONE AS DETERMINED BY FEMA, PER COMMUNITY PANEL MAP #131360070G, DATED APRIL 4, 2016.

NO.	BY	DATE	DESCRIPTION
1	DAVID H. GIPSON	02/03/2022	DESIGN
2	DAVID H. GIPSON	02/03/2022	DESIGN
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4	DAVID H. GIPSON	02/03/2022	DESIGN
5	DAVID H. GIPSON	02/03/2022	DESIGN
6	DAVID H. GIPSON	02/03/2022	DESIGN
7	DAVID H. GIPSON	02/03/2022	DESIGN
8	DAVID H. GIPSON	02/03/2022	DESIGN
9	DAVID H. GIPSON	02/03/2022	DESIGN
10	DAVID H. GIPSON	02/03/2022	DESIGN

**MIRRORLAKE
MIRRORELAKES**
GATHERING, GEORGIA

A PROJECT OF
FIGUREDEVELOPMENT

HGA
HAINES GIPSON & ASSOCIATES
Civil • Structural • Bridge

10/24/2022 10:24:22 AM



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Community Development Fee Schedule

CITY COUNCIL AGENDA DATE: July 12th, 2022

DATE: June 29th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Introduce a revised comprehensive Fee Schedule for the Community Development Department

BACKGROUND: The city's fee schedule is several years old and requires updating. The current Community Development fee ordinance does not account for most fees charged by other jurisdictions. In addition, several fees were raised to better align with nearby municipalities and counties. This change should increase revenue for the department considerably.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the proposed amendment to the city's fee schedule as attached hereto.



Planning & Zoning

Community Development Department

Application Fee Schedule

Rezoning Seeking the Zoning Category Shown

Acreage	Residential	Commercial	Industrial	PUD
0-5	\$300	\$600	\$750	\$800
5.1 to 10	\$400	\$700	\$850	\$1000
10.0 to 20	\$600	\$1100	\$1100	\$1200
20.0 to 30	\$800	\$1200	\$1300	\$1500
30.1 to 40	\$900	\$1200	\$1400	\$1600
40.1 to 50	\$1000	\$1400	\$1600	\$1800
50.1 to 60	\$1100	\$1500	\$1700	\$1900
60.01 +	1200+25/ acre Max. of \$2500	1600+25/acre Max. of \$4000	1800+25/acre Max. of \$5000	2000+ 25.99/acre Max. of \$6000

Variance by Use Type

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>PUD</u>
<u>Chapter 4:</u> <u>Zoning District</u> <u>Regulations</u> <u>(including bulk</u> <u>regulations)</u>	<u>\$200</u>	<u>\$400</u>	<u>\$600</u>	<u>N/A</u>
<u>Chapter 6:</u> <u>Planned Unit</u> <u>Development</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$1,500</u>
<u>Chapter 7:</u> <u>Development</u> <u>Standards</u>	<u>\$300</u>	<u>\$300</u>	<u>\$300</u>	<u>N/A</u>
<u>Chapter 8:</u> <u>Supplementary</u> <u>Standards for</u> <u>Specific Uses</u>	<u>\$500</u>	<u>\$500</u>	<u>\$600</u>	<u>N/A</u>
<u>Chapter 9:</u> <u>Design</u> <u>Standards</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>	<u>\$600</u>
<u>Other</u>	<u>\$300</u>	<u>\$300</u>	<u>\$300</u>	<u>\$300</u>

Special Use Permit Fees

<u>Residential</u>	<u>\$250</u>
<u>Commercial</u>	<u>\$500</u>
<u>Industrial</u>	<u>\$1,000</u>

Other Application Fees

Conditional Use	\$250
Zoning Verification Letter	\$10 <u>\$75</u>
Certificate of Occupancy	\$10 <u>\$50</u>
Variance	\$300
<u>Appeals</u>	<u>\$150</u>
<u>Annexation</u>	<u>\$700/parcel</u>
<u>Future Land Use Map Amendment (FLUM without an associated rezoning)</u>	<u>\$750</u>
<u>Public Hearing Signs</u>	<u>\$15/street frontage</u>
<u>Alteration to PUD</u>	<u>\$350</u>
<u>Administrative Adjustment</u>	<u>\$100/ea</u>
<u>Copy of Unified Development Ordinance, Comprehensive Plan, Design Guidelines for Historic Districts and Sites, and all other printed Planning Materials</u>	<u>\$150/ea</u>
<u>Copy of Zoning Map</u>	<u>\$50/ea</u>
Preliminary Subdivision Plan Review	\$100
Final Subdivision Plan Review	\$300
Each Resubmittal	\$300
Street & Utility Inspection	\$150
Record Filing Fee	\$25 or \$.02 per linear combination of street and sewer lines.
<u>Development of Regional Impact (DRI) Application Initiating Review</u>	<u>\$100</u>
<u>Text Amendment Initiated by Public</u>	<u>\$250</u>
<u>Sexually Oriented Business Permit</u>	<u>\$1,500</u>
<u>Certificate of Appropriateness</u>	<u>No Charge</u>

Subdivision & Plat Review Fees

<u>Preliminary Plat Review</u> • <u>Residential</u> • <u>Commercial/Industrial</u> • <u>Optional Zoning Review prior to Submittal</u> • <u>Each Additional Review (after first denial)</u>	<u>\$500 + \$15 per lot</u> <u>\$750 + \$15/acre portion</u> <u>\$300</u> <u>\$150</u>
<u>Final Plat Review</u> • <u>Residential</u> • <u>Commercial/Industrial</u> • <u>Optional Zoning Review prior to Submittal</u> • <u>Each Additional Review (after first denial)</u>	<u>\$1,500 + \$10/lot</u> <u>\$1,500 + \$10/acre portion</u> <u>\$300</u> <u>\$150</u>
<u>Construction Plan Review</u> • <u>Residential</u> • <u>Commercial/Industrial</u> • <u>Optional Zoning Review prior to Final Submittal</u> • <u>Each Additional Review (after first denial)</u>	<u>\$500</u> <u>\$1,000</u> <u>\$300</u> <u>\$150</u>
<u>Major Subdivision Preliminary Plat Review</u>	<u>\$110 + \$10/lot</u>
<u>Major Subdivision Final Plat Review</u>	<u>\$1,500</u>
<u>Minor Subdivision Final Plat Review</u>	<u>\$300</u>
<u>Development Plan Review</u>	<u>\$1,000</u>
<u>Merger by Contiguity Certificate with Recording</u>	<u>\$50</u>

Sign Permit Fees

Sign Review	\$35
1 to 50 sq. ft.	\$50
51 to 100 sq. ft.	\$100
101 to 151 sq. ft.	\$150
151 to 200 sq. ft.	\$200
200 to 250 sq. ft.	\$250
<u>Temporary Sign Permit: \$50</u>	



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Hixtown Brewery- Efis Wall Repair
AGENDA DATE: August 9th, 2022

DATE PREPARED: 7/11/22
PREPARED BY: Nic Griffin

AMOUNT: \$16,609.00
GL ACCOUNT #: 275-7540-572010
FUNDING SOURCE: Product Development
BUDGETED ITEM? Yes

PURPOSE:

To provide an artist a reliable surface to paint a mural upon.

BACKGROUND:

City staff has engaged with an artist to paint a mural of the Pine Mountain museum's train. The current state of the wall is unsuitable for a mural to be painted on the surface when we consider how long the City would like the mural to last. There are some areas that the current stucco is falling off the wall. The company that would perform the repair and resurface would grind down any loose areas, clean the area to be repaired apply a skim coat with mesh, and apply a brown base coat with a fine sand finish. This work would ensure a long lasting and aesthetically pleasing product. Staff has reached out to three companies for quotes. One of the companies sent a quote via text message and refused to send a formal attachment unless he was going to be awarded the job. Harrison contracting's quote was the lowest bid for the job. The building's owner has also decided to invest funds into the wall repair as well. This would include repairing some of the window framing, coping, and lintels.

Company	Quote
Harrison Contracting	\$16,609.00
Platinum Remodeling & Stucco	\$25,650.00
Superior Stucco (no formal quote)	\$19,000.00

STAFF RECOMMENDATION: Staff recommends engaging Harrison contracting to repair the exterior, right side of Hixtown Brewery's wall in preparation to the mural to be painted upon it.

IMPACT: Performing this work would ensure that this art piece would have a longer life and a smoother surface for a better finished product.

MOTION: I move that we authorize the City Manager to engage with Harrison Contracting to repair the exterior wall of Hixtown Brewery in the amount of \$16,609.00, conditioned upon the City obtaining a lease agreement/easement from the owner of the Hixtown Brewery property that will allow the City to maintain a mural on said exterior wall for a period of no less than ten (10) years.



65 East Industrial Ct.
Villa Rica, GA 30180
888.456.4011 TOLL FREE
770.949.5776 OFFICE
770.920.5925 FAX

www.HARRISONCONTRACTING.com

QUOTE DATE

7/11/2022

VALID THRU

8/29/2022

ATTN: Nic Griffin

TO: City Of Villa Rica

QUOTE DESCRIPTION: Efis Wall Repair

NOTE DETAIL:

Harrison Contracting Company, Inc.(HCC) proposes to provide the materials, labor, equipment, taxes and insurance to repair the right side efis wall of Hixtown Brewing located at 407 Main st, Villa Rica, GA 30180 as described in the scope below

MAIN SCOPE:

- Clean area to be repaired
- Grid down loose and cracking areas
- Apply a skim coat with mesh
- Apply a brown base coat with a fine sand finish

1.1-This proposal is to repair the efis on the right of the building wrapping around to the first downspout only. All other sides will be excluded

1.2-Owner to provide access to power and water for the duration of the project

Invoices and Payment. If the duration of the Project is more than Thirty (30) days, Contractor will issue City of Villa Rica a payment application or invoice at the end of each month. If the duration of the Project is Thirty (30) days or less, Contractor will issue Road Atlanta a payment application or invoice within a reasonable time after the Completion Date. City of Villa Rica agrees that it will pay each such payment application or invoice within Thirty (30) days of its receipt by City of Villa Rica.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Exterior Right Side repaint as described in the scope above	\$16,609.00	\$16,609.00

PROPOSAL ACCEPTANCE, WITH CONTRACT TO FOLLOW:

By signing below, owner representative _____(print name)does hereby agree to the acceptance of this proposal. This Proposal will be part of the contract that will follow this acceptance.

X_____ Date: ____/____/____

Platinum Remodeling & Stucco, LLC

3101 Winn Dr

Lawrenceville, GA 30044

(770) 687-8583

support@platinumremodelingandstucco.com

www.platinumremodelingandstucco.com

**ADDRESS**

Nic Griffin

1605 HWY 61

Villa Rica, Ga 30180 USA

Estimate 1652**DATE** 04/15/2022**EXPIRATION DATE** 05/15/2022**SERVICES****AMOUNT****Address of Repairs**

407 Main St

Villa Rica, Ga 30180

0.00

Utility Usage

Water Usage: By signing this agreement, you agree to provide Platinum Remodeling and Stucco, LLC. the right to use an on-site water supply as needed to complete the stated project without compensation. If an exterior water supply is required, it will be at an additional charge. It is the customer's responsibility to make sure the water supply is on and in working order before we arrive. Additional charges will be applied if water is not available.

0.00

Electrical Usage: By signing this agreement, you agree to provide Platinum Remodeling and Stucco, LLC. the right to use an on-site source of electricity as needed to complete the stated project without compensation. If an exterior source is required it will be at an additional charge.

Scaffolding

Prep and Set up/build up

Deliver and set up mast climbing transport platforms for the vertical transport of personnel and material on this job site. These platforms are a preferred option for eliminating fatigue experienced during physical labor or and are simple to operate and load, increasing productivity. With a wide variety of material hoists on hand, our team ensures a smooth project using vertical access.

0.00

SERVICES**AMOUNT****Hidden Damage Clause**

0.00

HIDDEN DAMAGE

During the repair process, if unforeseen conditions or additional areas of damage are discovered, Platinum Remodeling & Stucco, LLC will notify the customer and an estimated cost of repairs will be submitted for approval.

Any plants or shrubbery that is within 18 inches of the house will need to be trimmed back by homeowner. There is a possibility that plants could be damaged due to the nature of the work area. We will be as careful as possible but will not be held responsible for any plants including vegetation that are damaged. If you have an alarm system, you may want to consider deactivating it during the time work is being performed.

Upon completion of the work, equipment and trash removed.

Platinum Remodeling & Stucco, LLC carries a \$1000.00 minimum on any work that is performed. Platinum Remodeling & Stucco, LLC must have the signed proposal back before any work is scheduled. Once a proposal has been received, Platinum Remodeling and Stucco, LLC will call to let the customer know that the proposal has been received and to schedule the work. If we have not called you back or emailed, we have not received a signed proposal.

Payment Terms

0.00

*Only check payments accepted in person, e-mailed invoices will contain secured payment options of bank transfers (e-checks) and all major credit card providers in the convenience of your own home or any device with internet connectivity. 3% Surcharge applied to invoice for credit card payments.

Payment by Cash, Check, ACH, Debit or Credit Card to Platinum Remodeling & Stucco, LLC due upon completion for each phase of the project. *Example: Stucco Repairs completed, Full exterior re-paint cannot begin until Stucco invoice is Paid in Full. *Where applicable.

Before we start the Project

40% Prior to start

35% At mid point

25% At the end of the project

Terms

0.00

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS, CLAUSES AND CONDITIONS ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

By signing this proposal, the owner or agent has read and understands that all of the noted items included in this proposal including the pricing, payment terms, specifications, clauses, disclaimers and conditions are satisfactory and are hereby accepted.

Platinum Remodeling & Stucco, LLC is authorized to do the work as specified. Any payment arrangements other than listed above must be made prior to work starting; otherwise Platinum Remodeling & Stucco, LLC will charge a late fee of 5% on the outstanding balance after SEVEN (7) days.

After THIRTY (30) days of non-payment, a court action or a lien may be placed on the property for non-payment.

Platinum Remodeling & Stucco, LLC will notify the property owner by certified mail this action is being taken. In the event, it becomes necessary, the customer agrees to pay all collection fees, attorney fees, court fees and legal fees in the event the account becomes past due.

SERVICES**AMOUNT****Stucco Clauses**

0.00

COLOR AND TEXTURE

Platinum Remodeling & Stucco, LLC hereby proposes to furnish labor and materials – complete in accordance with the above specifications.

All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications will become an extra charge over and above the estimate. The above listed repairs were compiled by examining the house from ground level. There may be other areas which we may have inadvertently missed; any additional repairs that are not listed above will be extra.

All stucco repair work is custom matched as closely as possible for color and texture. Due to conditions beyond our control including fading of the stucco, mildew, and other environmental factors the color/texture may not match perfectly from one elevation to another. Patching, touching up or repairing of any cracks, holes or impact damages may not completely blend in with the original wall texture. The only way to avoid a cosmetic problem would be to resurface the wall area and paint. If not satisfied with the color of repaired areas the homeowner should have those walls painted.

CUSTOMER ACKNOWLEDGES THAT EVEN THOUGH WE WILL DO OUR BEST EFFORT TO MATCH AND BLEND, THE PATCHES MAY STILL BE NOTICEABLE.

Stucco Install

25,650.00

Right side of the building

1. We will be setting up scaffolding in order for us to do the repair.
2. We will cover and keep clean all areas of repair where needed, trash will be removed as needed.
3. We will also tape off the area as to have a secure and safe work environment.(as needed)
4. We will sound the wall for areas where stucco is loose. Remove damaged/hollow/loose stucco from the substrate. Using the grinder to do this type of repair.
5. We will be applying a water proofing system to the substrate a one-component, fluid-applied vapor permeable air/water-resistive barrier. This waterproof, resilient coating may be spray-, roller-, brush-, or trowel-applied directly to approved above grade wall substrates.
6. We will then apply a mix blend of dry polymers and Portland cement to the wall and reinstall accent. We will then be applying base coat to the wall and accents . A easily mixed produce that is flexible, cementitious adhesive used for this type of project.
7. We will also be installing a balanced, open-weave glass fiber reinforcing mesh, twisted multi-end strands treated for this type of repair.
8. We will then be applying factory-mixed, 100% acrylic polymer finish coat. The Finish provides a uniform "pebble" appearance.
9. Sealing the perimeter of the window, metal(signs), metal hardware (Where stucco meets siding, wood or metal, Only for stucco use) Using a sealant that meets industry standard ASTM C-920 for commercial and residential buildings.
10. We may need to apply mortar to the tops at brick as there are cracks(color will vary as existing mortar is aged).

To ensure adequate adhesion of the sealer, scuff sand all areas of application.

11. Apply one coat sealer to top (stone sign only) liberally and evenly, working in one direction. May need 2-3 coats may be necessary to ensure uniformity, depending on the porosity of the surface.

*** Areas of concern the wood around the windows to be inspected and advised.

*** Color of the sealants can't be matched but there is an assortment of colors to choose from. Customer may opt to paint or have their painter paint the areas of work.

TOTAL

\$25,650.00

Accepted By

Accepted Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Auction of non-running / retired vehicles and small equipment on Gov Deals.com

AGENDA DATE: 7/12/2022

DATE PREPARED: 6/23/2022

PREPARED BY: Charles Davis

AMOUNT: 7.5 % of total sale price after the auction, funds are taken out of our payments

GL ACCOUNT #: General Fund

FUNDING SOURCE: N/A

BUDGETED ITEM: N/A

PURPOSE: To make additional room in the Avanti Building by auctioning our surplus non-running vehicles and small equipment on GovDeals.com

BACKGROUND: We have used GovDeals Online Auctions with good success since 2009 to auction off our used vehicles and small equipment that are no longer feasible to repair. It has been several years since we had an auction, and we have several vehicles that are just taking up space that we badly need in the Avanti Building. There are 6 vehicles and several pieces of small equipment such as a forklift and golf cart that we can sell as is or for parts. GovDeals.com takes 7.5% percent of the sale as payment, and handles all paperwork and transactions, and then sends us a check. Everything is all listed nationwide on their website. The vehicles are all sold as is where is. Buyers have 30 days to pick them up after payment. If they don't, GovDeals lists them again for no charge to us, and resells them.

STAFF RECOMMENDATION: To let us proceed with auctioning these vehicles and small equipment and make more space in the Avanti Building for day-to-day operations

IMPACT: Free up parking space, and we get funds for our salvage vehicles and small equipment we no longer use.

MOTION: I make a motion to list our surplus vehicles and small equipment on GovDeals.com for auction.

Non Running / Retired Vehicles & Small Equipment

SMALL EQUIPMENT

- | | | |
|---|------------------------------------|---------------------------|
| 1 | Clark GPX25 Forklift | Engine bad |
| 2 | EZ-GO Golf Cart - Blue Model #B102 | Repair costs exceed value |

VEHICLES

	4 Digit Vin	Year	Vehicle	Condition
1	0123	2011	Ford Crown Vic	Bad engine
2	5015	2002	Ford E350 - 15 passenger van	Not running-high milage
3	9283	2000	Ford E350 - 15 passenger van	Transmission bad
4	6566	2001	Ford E350 - 15 passenger van	Bad engine
5	9393	2000	Ford Ranger Pick Up	Not running-high milage
6	1829	2005	Dodge Durango	Engine & Transmission bad



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Flowers Bakery Culvert Material Purchase

AGENDA DATE: July 12, 2022

DATE PREPARED: June 27, 2022

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: \$41,005.92

GL ACCOUNT #: 560-4320-541420

FUNDING SOURCE: Stormwater Budget

BUDGETED ITEM? Yes

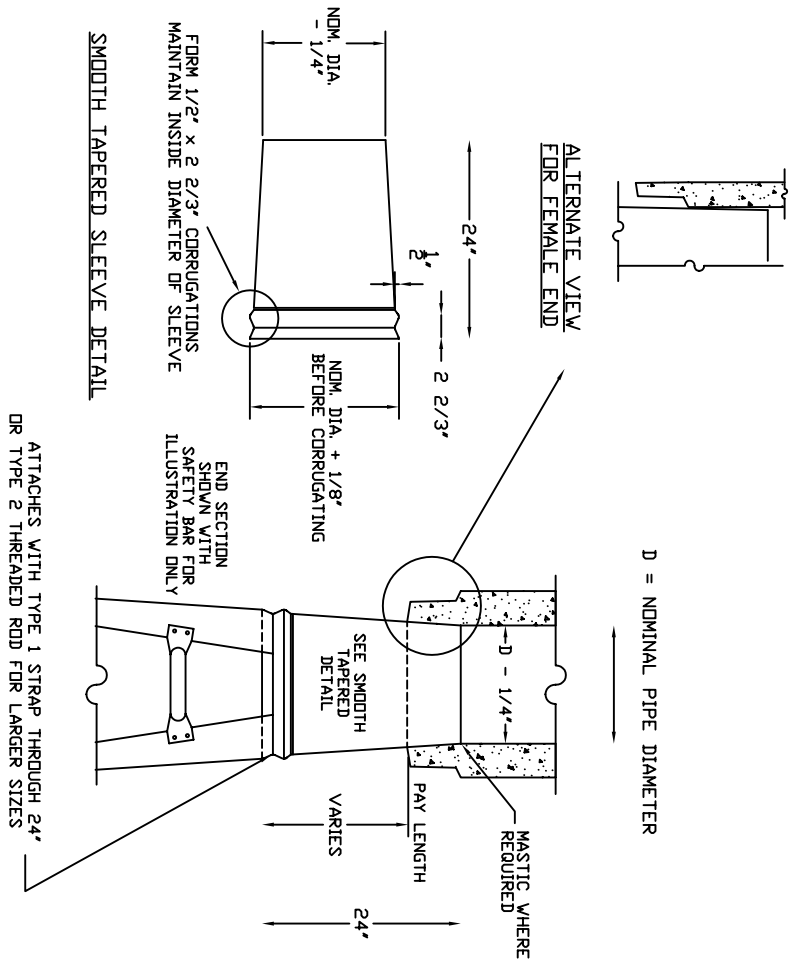
PURPOSE: In order to speed up the delivery process in these supply chain delays, we need to proceed to get these materials ordered.

BACKGROUND: The Flowers Bakery Culvert project bid opening has been postponed for thirty days due to the lack of interest from bidders. This lack of interest is due to the unavailability of reinforced concrete pipe selected for this project. We have switched gears and decided to go with a steel product that is encapsulated with high density polyethylene. This product is highly recommended by several counties as a replacement to reinforced concrete. Right now, the lead time on this product is six weeks. This product is made by Contech® Pipe Solutions and the total price is \$41,005.92.

STAFF RECOMMENDATION: Staff recommends approval of this purchase.

IMPACT:

MOTION: I move to purchase the material for the Flowers Bakery Culvert project from Contech® Pipe Solutions for the total of \$41,005.92.



TAPERED SLEEVE FOR ATTACHING STEEL END SECTIONS TO CONCRETE PIPE

NOTE:
METAL TO BE 12 GAGE SMOOTH GALVANIZED IN ACCORDANCE WITH AASHTO M218

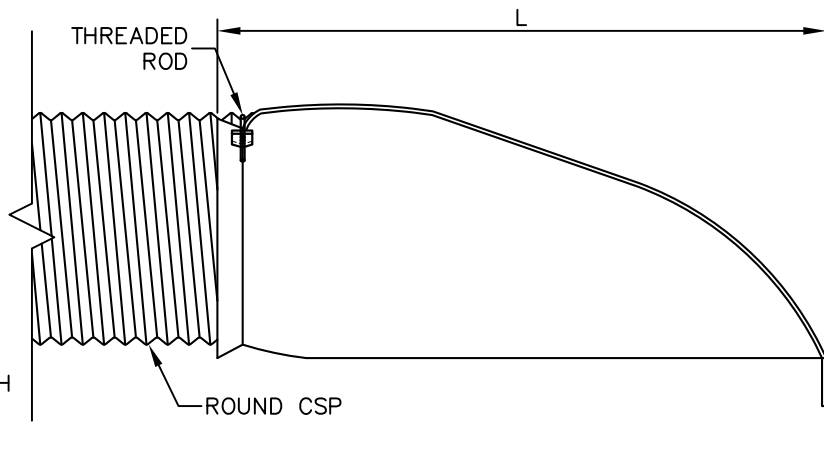
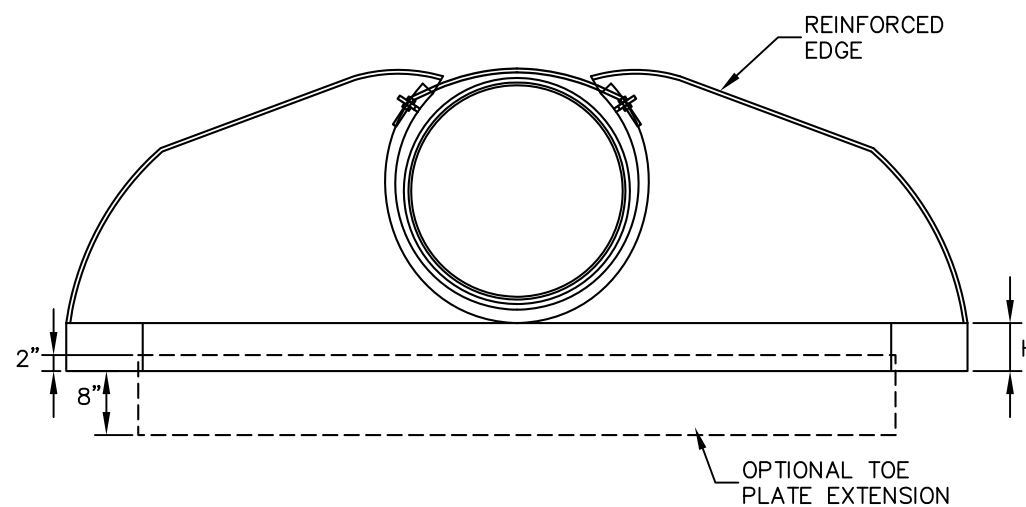
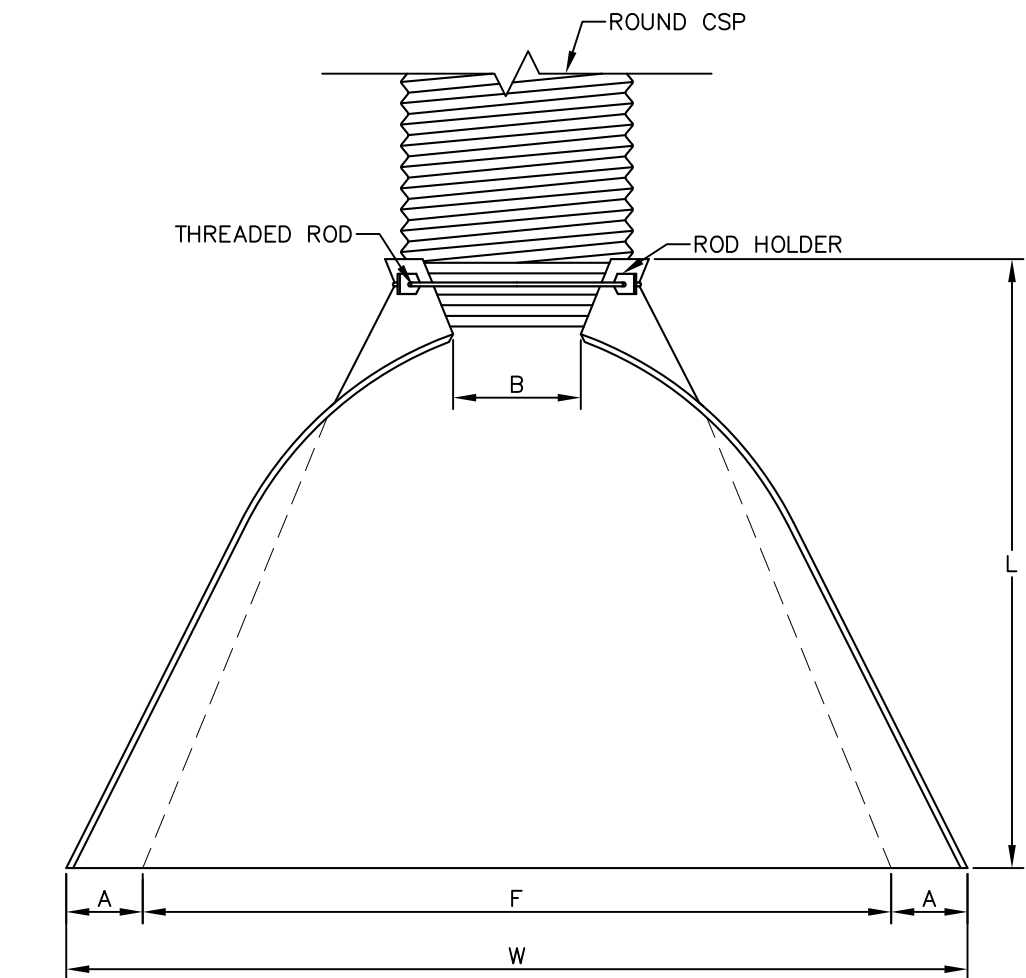
END SECTION TAPERED SLEEVE
FOR CONNECTION TO R.C.P.



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DRAWN BY: D.E.N.	REV. BY: N/A	SCALE: N/A
DATE: 8-29-95	DATE: N/A	1009777A

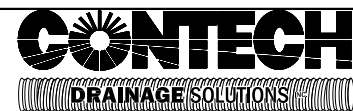
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PIPE DIAMETER (INCHES)	GAGE	APPROXIMATE DIMENSIONS, INCHES (7)					W (MAX. WIDTH) (INCHES)	APPROX. SLOPE (6)
		A (MIN.) (INCHES)	B (MIN.) (INCHES)	H (MIN.) (INCHES)	F (MIN.) (INCHES)	L (+/-2") (INCHES)		
12	16	5	7	6	22	21	44	2-1/4
15	16	6	8	6	28	26	52	2-1/4
18	16	7	10	6	34	31	58	2-1/8
21	16	8	12	6	40	36	66	2-1/8
24	16	9	13	6	46	41	72	2-1/8
30	14	11	16	8	55	51	88	2-1/8
36	14	13	19	9	70	60	105	2
42	12	15	25	10	82	69	122	2-1/8
48	12	17	29	12	88	78	131	2
54	12	17	33	12	100	84	143	2
60	12/10	17	36	12	112	87	157	1-7/8
66	12/10	17	39	12	118	87	162	1-5/8
72	12/10	17	44	12	120	87	169	1-1/2
78	12/10	17	48	12	130	87	178	1-3/8
84	12/10	17	52	12	136	87	184	1-1/3

NOTES:

- 1.) ALL THREE-PIECE BODIES TO HAVE 12-GAGE SIDES AND 10-GAGE CENTER PANELS. MULTIPLE PANELS. MULTIPLES PANEL BODIES TO HAVE LAP SEAMS WHICH ARE TO BE TIGHTLY JOINS BY GALVANIZED RIVETS OR BOLTS.
- 2.) FOR 60" THROUGH 84" SIZES, REINFORCED EDGES ARE SUPPLEMENTED WITH STIFFENER ANGLES. THE ANGLES ARE ATTACHED BY GALVANIZED NUTS AND BOLTS. FOR THE 66" AND 72" EQUIVALENT ROUND PIPE-ARCH SIZES, REINFORCED EDGES ARE SUPPLEMENTED BY ANGLES. THE ANGLES ARE ATTACHED BY GALVANIZED NUTS AND BOLTS.
- 3.) ANGLES REINFORCEMENTS ARE PLACED UNDER THE CENTER PANEL SEAMS ON THE 66" AND 72" EQUIVALENT ROUND PIPE-ARCH SIZES.
- 4.) TOE PLATE IS AVAILABLE AS AN ACCESSORY, WHEN SPECIFIED ON THE ORDER, AND WILL BE SAME GAGE AS THE END SECTION.
- 5.) STIFFENER ANGLE, ANGLE REINFORCEMENT, AND TOE PLATES ARE THE SAME BASE METAL AS AND SECTION BODY.
- 6.) END SECTIONS WITH 6:1 AND 4:1 SLOPES ARE AVAILABLE IN 12" THROUGH 24" DIAMETERS.
- 7.) ACTUAL DIMENSIONS MAY VARY SLIGHTLY.



9025 CENTRE POINTE DRIVE, SUITE 400
WEST CHESTER, OHIO 45069
PH: 1.800.338.1122 FAX: 513.645.7399

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ROUND CSP (END SECTIONS)

FLARED END SECTIONS
CONTECH PRODUCT DETAILS

SCALE: AS SHOWN
DRAWN BY: JAP
DATE: 8/16/2007
REV. BY: .
DATE: .
SHEET: 1

CONTECH ID# 0000



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Gold Pointe at Dogwood – Final Plat

AGENDA DATE: July 12, 2022

DATE PREPARED: June 29, 2022

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The purpose of this agenda item is for the Mayor and City Council to approve the Final Plat for Gold Pointe at Dogwood. Once approved and recorded, building permits can be issued. The development consists of 15 R2 building lots.

BACKGROUND: This project has been in the works for some time. We worked with the developer to try something that is not the norm for an R2 development. It has two private alleyways that serve to access the driveways and garages in the rear of the lots. This leaves the houses to front North Dogwood and White Street respectively. Refer to the plat in the Mayor and City Council packet.

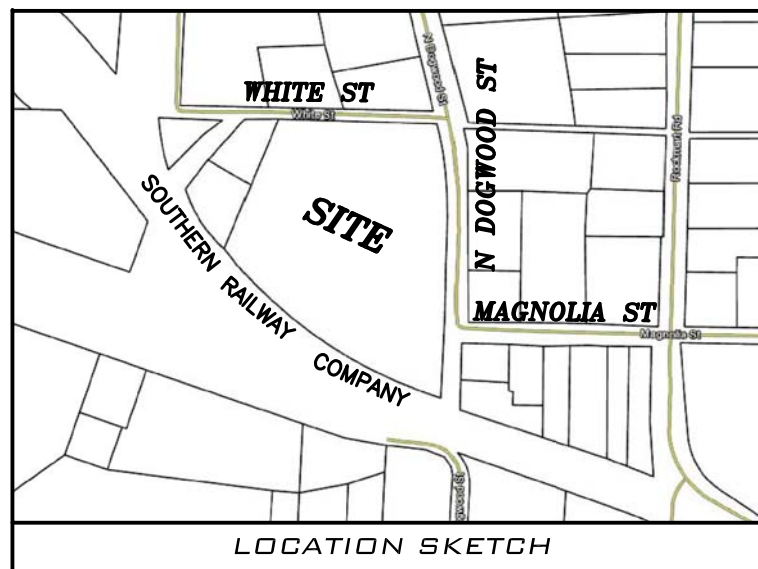
This development has been inspected and approved by City departments. The plat has also been reviewed for content and complies with zoning and development standards. HOA Covenants have been recorded. Maintenance and Performance bonds have been posted.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat.

IMPACT:

MOTION: I move to approve the Final Plat for Gold Pointe at Dogwood.

THIS BLOCK RESERVED FOR THE
CLERK OF SUPERIOR COURT.



SURVEYOR CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned Land Surveyor Certifies that this plat complies with the minimum Technical Standards for Property Surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Surveyor: Adam T. Pearson, Ga. Reg. LS No. 2993

Date: 06/23/2022

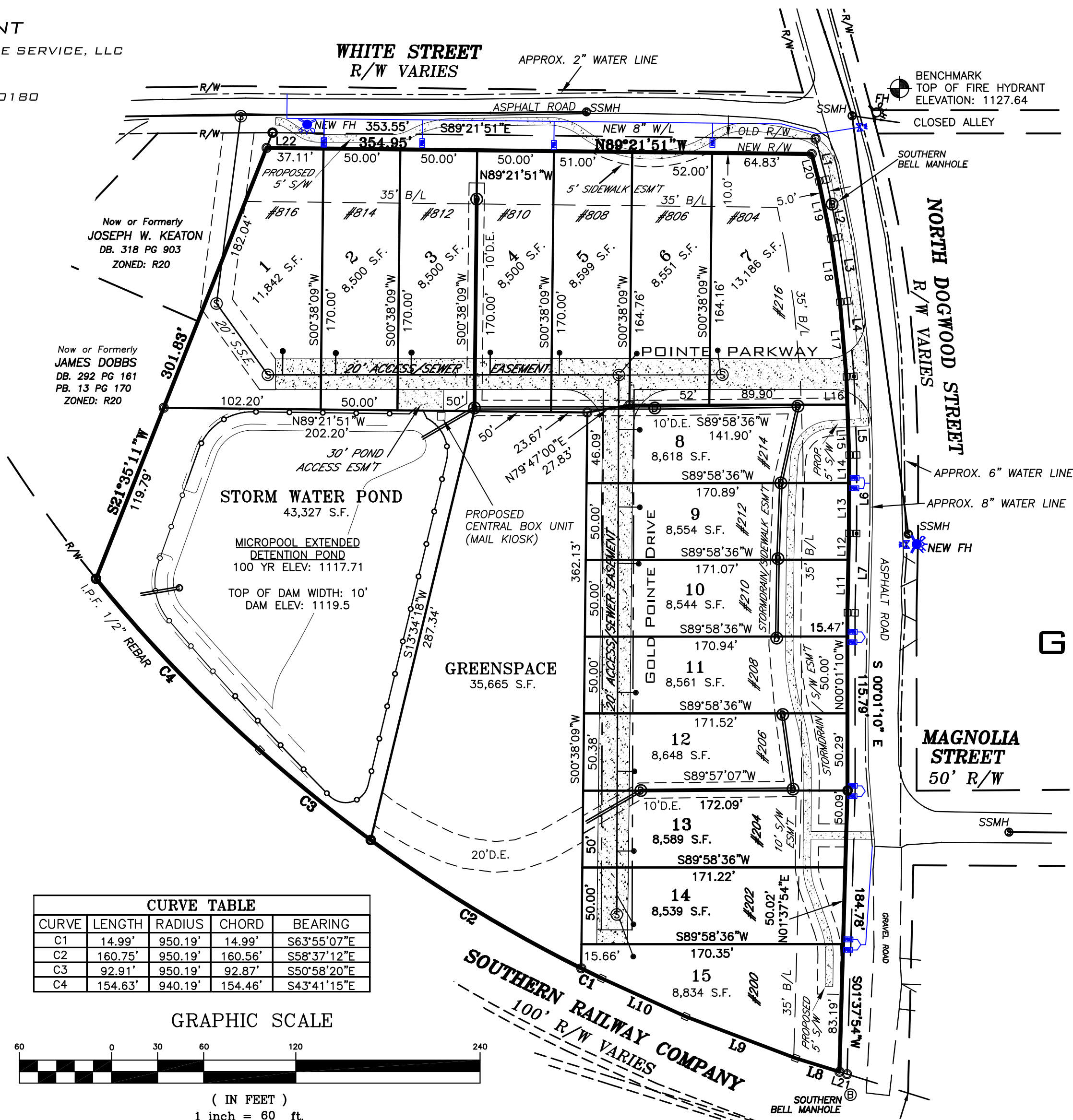
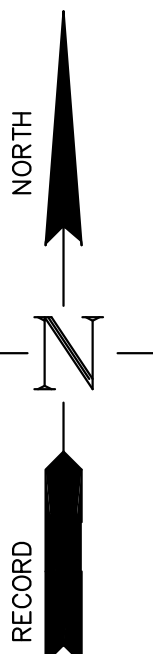
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD
CLOSURE OF ONE FOOT IN 137,823 FEET AND AN ANGULAR ERROR OF
03" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE
ACCURATE WITHIN ONE FOOT IN 82,457 FEET.

TYPE OF EQUIPMENT USED GEOMAX ZOOM 40 & DATA COLLECTOR.

OWNER/APPLICANT

BUILDMORE ENTERPRISE SERVICE, LLC
JEFF CAMP
PO BOX 128
VILLA RICA, GEORGIA 30180
PHONE: 770-480-4417
24-HOUR CONTACT



Owner's Certificate:

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public forever.

Owner

Date

Surveyor's Certificate:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked "future" and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.

Surveyor

Date

City of Villa Rica Certificate:

In accordance to the City of Villa Rica Development Regulations and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat was given final approval by the following City personnel on behalf of the City of Villa Rica:

Planning Commission Chairman

Date

Community Development Director

Date

Mayor

Date

Covenants, if separately recorded:

This plat is subject to the HOA covenants set forth in the separate document attached hereto dated 05/24/2022, which hereby become a part of this plat, and which were recorded in Deed Book 6073 Pages 847-912.

GENERAL NOTES:

- ZONING: R2 (SINGLE FAMILY RESIDENTIAL)
- No. OF LOTS: 15
- PREDEVELOPED SITE ACREAGE: 5.10 Ac.
DEVELOPED SITE ACREAGE: 4.949 Ac.
AREA OF R/W DEDICATION: 0.151 Ac.
- NET DENSITY: 3.03 UNITS/ACRE
- MINIMUM LOT SIZE: 8,500 SF
- SETBACKS:
FRONT YARD: 35 ft.
SIDE YARD: 6 ft.
REAR YARD: 15 ft.
MIN. DWELLING: 1,500 SF
- DRAINAGE EASEMENTS OF THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- FOR LOTS UPSTREAM OF CULVERT CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
- SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOUSE.
- 1/2" REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- EASEMENT CENTERED ALONG ALL CONSTRUCTED STORM AND SANITARY SEWER PIPES.
- AS PER CARROLL COUNTY F.I.R.M. No.: 13045C0156D, DATED: SEPTEMBER 19, 2007 THIS PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA ZONE X.
- STORM WATER POND TO BE MAINTAINED BY THE HOA.

FINAL PLAT FOR:

GOLD POINTE AT DOGWOOD

LOCATED IN

LAND LOT 162 6TH DISTRICT

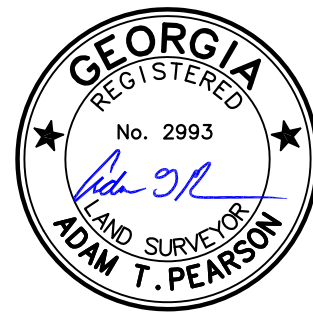
CITY OF VILLA RICA

CARROLL COUNTY, GEORGIA

DATE: JUNE 23, 2022 SCALE: 1" = 60'

JOB NO. = T:\20035 CAMP\FINAL PLAT

THIS SURVEY WAS PREPARED IN
CONFORMITY WITH THE TECHNICAL
STANDARDS AS SET FORTH IN THE
GEORGIA PLAT ACT.



PREPARED BY

VANSANT - CAMPBELL

LAND SURVEYING - LAND PLANNING

8667 BALDWIN PARKWAY, DOUGLASVILLE, GEORGIA 30134

CERTIFICATE OF AUTHORIZATION #LSFD01250

PHONE: (770) 942-1234 FAX: (770) 942-2010



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

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

AGENDA DATE: July 12, 2022

DATE PREPARED: June 21, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 49,923.00

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 \$ 49,923.00. This request is the third round of six lift station upgrades.

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 \$ 49,923.00.



Date: June 21st, 2022

Quote #: 220621-1

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.

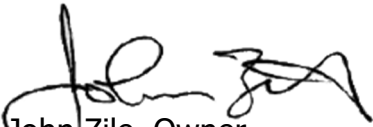
To provide six new lift station Scada RTUs, we are pleased to offer the following:

- 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: \$ 49,932.00*

*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)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 293-298

AGENDA DATE: 07-12-2022

DATE PREPARED: 06-22-2022

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.

Prep Work & Mural on the Outside Wall of Hixtown Brewing Co.

Source of Funds: Product Development Funds (Hotel/Motel Tax)

This will become part of the Georgia Mural Trail. Prep work is estimated @ \$16,609. Artist for mural is estimated @ \$18,000.

Item	Account Name	Account Type		Amount
293 275-381000	Use of Fund Balance	Revenue	Increase	34,609
294 275-7540-572010	Product Development	Expense	Increase	34,609

Senior Center Refrigerator

Source of Funds: Three Rivers - Federal Grant @ 100%

Three Rivers provided a grant to purchase a refrigerator for the Senior Center. It is a 100% reimbursable grant.

Item	Account Name	Account Type		Amount
295 100-336060	Misc. Grants	Revenue	Increase	4,359
296 100-5500-531600	Small Equipment	Expense	Increase	4,359

Additional funding for Building Maintenance

Source of Funds: Rental income from Southeastrans

Southeastrans pays \$1k/mth for July - Dec rent. Building Maintenance incurred addtl expenses for repairs to the building.

Item	Account Name	Account Type		Amount
297 100-381120	Rent	Revenue	Increase	3,000
298 100-7540-522210	M/R Buildings	Expense	Increase	3,000

STATE OF GEORGIA
CITY OF VILLA RICA

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

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

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

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

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

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

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2022, said budget amendment being described as Amendment No. 293-298, attached hereto and incorporated as Exhibit A.

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

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

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

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

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

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

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

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

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

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2022.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Thermal Process Systems Service Proposal

AGENDA DATE: July 12, 2022

DATE PREPARED: June 21, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 18,000.00

GL ACCOUNT #: 505-4330-521200

FUNDING SOURCE: Water/ Sewer Fund

BUDGETED ITEM? No

PURPOSE: To engage with Thermal Process Systems for remote monitoring of the Autothermal Thermophilic Aerobic Digestion (ATAD) system.

BACKGROUND: This system is the key component for creating class A Bio-solids at the West Wastewater treatment plant. The ATAD is a very complex system and requires constant changes for efficient operation of the system. This service proposal would allow Thermal Process Systems to monitor and give operational advice. While staff has successfully improved the operation, this service would allow for continued optimization and reduce needed chemical additions and energy use.

STAFF RECOMMENDATION: Thermal Process Systems is the creator of the ATAD system. As a result, they possess a unique knowledge of the system. Thermal Process Systems currently has provided parts and equipment to the Wastewater plant, and adjustments to the ATAD system. They also have been very responsive, and reliable; therefore, staff recommends engaging Thermal Process Systems for the purchase and installation of remote monitoring system for the Autothermal Thermophilic Aerobic Digestion in the amount of \$ 18,000.00 for a three-year service agreement.

IMPACT: The Autothermal Thermophilic Aerobic Digestion system is the lifeline for sludge handling at the West Wastewater treatment plant. Remote monitoring would ensure optimal operation of the system.

MOTION: I move we engage Thermal Process Systems for the purchase and installation of remote monitoring in the amount of \$ 18,000.00.



THERMAL PROCESS SYSTEMS

Service Proposal

Date: June 21, 2022

Facility: **Villa Rica GA WWTP**

Contact: Erick Broz
Villa Rica GA WWTP
Barber Industrial Court
Villa Rica, GA 30180

Reference: Thermal Process Systems Offering No. TPS – 210928L

Thermal Process Systems (TPS) is pleased to offer the following service proposal for the **Villa Rica GA WWTP**. TPS can offer many services to enhance the operation of your installed system. These services can vary from remote system monitoring to additional on-site training. Each evaluation contract can be custom configured to suit the needs of your plant. The different options are listed below.

Remote Monitoring

Remote monitoring support agreements consist of remotely monitoring the system to ensure the settings and equipment are optimized for the loading rates introduced to the system. This is accomplished through routine evaluation of the trends for the instruments and equipment in the system. This evaluation does require off site monitoring capabilities such as internet access, VPN access, and a dedicated monitoring computer. Below is a list of evaluations performed for this service agreement.

- Unlimited phone support for observed process issues
- Monthly review of operation with recommended changes to operational settings
 - Evaluation of data log graphs
 - Evaluate blower settings for proper ORP recovery
 - Evaluate pump settings for proper mixing and aeration
 - Evaluate nitrification / denitrification operation
 - Evaluate feed strategy based upon current conditions
 - Evaluate cooling cycles and set points
 - Evaluate biofilter settings and set points
 - ‡Evaluate Hydraulic Retention Time (HRT)
 - ‡Evaluate solids destruction throughout system

‡Requires historical plant provided Volatile Solids / Totals Solids information as well as feed volumes and ammonia concentrations.

This equipment to perform the remote monitoring is not included in this price.

Remote Monitoring Services

\$6,000.00 per year

Additional On-Site Evaluation and Training

In addition to Remote Monitoring, TPS can offer on-site evaluations and operator training support to further enhance the performance of your system. Two types of additional service agreement components are listed below with the items included.

Mechanical Support**\$3,500.00**

- One (1) on-site evaluation per year
 - Four (4) hours of process / maintenance training as required
 - Evaluate pump performance compared to startup conditions
 - Evaluate pump seals and adjustments
 - Evaluate blower operation and performance
 - Evaluate heat exchanger efficiency
 - Evaluate biofilter media
 - Evaluate scrubber

Controls Support**\$3,500.00**

- One (1) on-site evaluation per year
 - Four (4) hours of process / controls training as required
 - Instrument verification
 - Actuator exercise / control verification
 - VFD control verification
 - ORP / foam simulation

Thermal Process Systems is committed to support our product to the best of our ability. With over 70 installations we have found significant value in remote monitoring. The support TPS offers can considerably improve facility operations. History has shown in-person interactions and walkthroughs of the installed processes is extremely beneficial to the long-term success of facilities. As such, we recommended the following support package which includes one mechanical support visit and one controls support visit. Please feel free to customize a package that fits your plant's needs. We can't wait to get started.

Support Item	Quantity	Price
Remote Monitoring (1 year)	3 Years	\$ 18,000.00
Mechanical Support or Controls Support (1 visit per year) OPTIONAL	3 Years	\$ 10,500.00
Total (Billed over 3 years)		\$ 28,500.00

** If a three or more year contract is agreed upon, the REMOTE MONITORING EQUIPMENT cost will be waived, additionally if the one year option is selected, and later converted to the additional years the cost of the equipment will be credited toward that purchase, i.e., one year extension, 1/2 the cost will be credited, two year extension and the full cost will be credited.

Remote Monitoring Equipment	Quantity	Price
**Remote Monitoring Equipment (Micro Box, XL Reporter Professional, RSLinx)	1	\$ 5,500.00
Total		\$ 5,500.00

Additional Support Services

Additional services can be added to the support contract to assist the plant including routine maintenance and troubleshooting inspections.

- Additional training for process or maintenance
- Routine pump maintenance including oil change, belt change, and adjustments
- Routine blower maintenance including oil change, belt change, and adjustments
- Blower filter inspection and replacement
- Internal pump inspections and pump rebuild.
- Internal blower inspections and blower rebuild
- In-basin jet header inspections
- Foam Control nozzle inspections
- Radar gauge inspection and calibration
- Liquid level inspection and evaluation
- ORP / pH Calibration and replacement
- Cover Evaluations
- Polymer testing and dewatering evaluation

Replacement and Spare Parts

TPS is capable of providing replacement components and spare parts for the complete system. Some items are listed below but not limited to;

- Pump oil
- Pump belts
- Pump bearing units
- Pump spare parts
- Motors
- Blower oil
- Blower belts
- Blower rebuild kits
- Fan belts
- Fan bearings
- Scrubber Nozzles
- Actuators
- Instruments
- Calibrations solutions and replacement kits
- PLC & electrical components
- Polymer and chemical sales

Please contact Brittney Fischer for quotations. bfischer@thermalprocess.com 219-663-1034

Site Services

TPS shall furnish the services of a technician for the agreed upon length of time. Additional services or an extension of the purchased time can be coordinated at our then-current portal to portal rate (currently \$1000 per day) plus all travel expenses.

Validity of Quotation

Prices are valid for sixty (60) days from date of quotation.

Terms of Payment

Net thirty (30) days from date of invoice.

Conditions of Sale

See attached Thermal Process Systems "Terms and Conditions," which are hereby made part of this quotation.

TPS looks forward to working with the personnel on this project. If you have any questions regarding this proposal, please do not hesitate to contact Thermal Process Systems directly.

Nathan Cook Thermal Process Systems 627 East 110 th Ave. Crown Point, IN 46307 ncook@thermalprocess.com (219) 765-7250	Brittney Fischer Thermal Process Systems 627 East 110 th Ave Crown Point, IN 46307 bfischer@thermalprocess.com (219) 663-1034 x 100
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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for the Ratification for the Repair of Weatherstone Lift Station

AGENDA DATE: July 12, 2022

DATE PREPARED: June 21, 2022

PREPARED BY: Erick Broz

PRESENTED BY: John Bain

AMOUNT: \$ 23,500.00

GL ACCOUNT #: 505-4330-541400

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? No

PURPOSE: To engage with Alabama Motor and Pump Service for the repair of the Weatherstone lift station.

BACKGROUND: The lift station is a four-pump system. This repair allows the lift station to work as designed.

STAFF RECOMMENDATION: Alabama Motor and Pump Service was the only quote received. Staff engaged with the Alabama Motor and Pumps Service for the rebuild of the suction lines, at the cost of \$ 23,500.00.

IMPACT: The repair of the station and replacement of the suction lines maintains priming of the pumps, providing the appropriate operation of the station and mitigating the possibility of a system overflow.

MOTION: I move to ratify the emergency repair of the Weatherstone lift station suction lines, by Alabama Motor and Pump Service, at a cost of \$23,500.00.



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

Estimate

Date	Estimate #
5/24/22	52025

Bill To

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

Ship To

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

P.O. No.	Terms	Rep
	Net 20	KJ

Item Code	Description	Qty	Price Each	Total
1051	Field Service/Labor- Smith & Loveless Lift Station -Unwire & Remove All (4) Smith & Loveless Pump Motors From Base -Unwire & Remove (2) Vacuum Pumps From Pump Base -Unwire/Remove Float Switches -Unwire Incoming Power To Control Panel -Disconnect Discharge Plumbing For Lift Station Base Removal -Raise/Remove Lift Station Base W/Control Panel For In-Shop Repair -Remove Suction Plumbing -Pressure Wash/Clean & Sandblast Entire Wetwell Base Bottom End -Epoxy Coat Wetwell Pump Base Bottom End -Replace Suction Plumbing & Fittings On Pump Base -Installation Of Repaired Pump Base -Installation Of Pump Motors -Wiring Of Incoming Power To Control Panel, Wiring Of Pumps To Control Panel, Wiring & Setting Of Float Switches To Control Panel, Wiring & Mounting Of Vacuum Pumps To Panel & Pump Base -Connect Discharge Plumbing -Test System (Price Includes All Plumbing, Electrical, Sandblast & Epoxy Materials. Approximately One Week Repair From Start To Finish)	1	23,500.00	23,500.00

Estimate is valid for 30 days.

Total	\$23,500.00
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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Computerized Maintenance Management System (CMMS)
AGENDA DATE: July 12, 2022

DATE PREPARED: June 16, 2022
PREPARED BY: John Bain

AMOUNT: \$ 64,102.95
GL ACCOUNT #: 505-4115-541400
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To Engage with Brightly Software for the implementation of the Utility Computerized Maintenance Management System (CMMS).

BACKGROUND: Staff recognized the need to deploy a managed maintenance program that will protect the utility assets and improve the reliability of the three treatment facilities and the water and sewer infrastructure. With the focus on utility system operations and maintenance, staff reached out to management software companies that focus on utilities operations and maintenance.

Vendor	Implementation	Year 1 Costs	Year 2 Costs	Year 3 Costs	Total Cost
Brightly Software	\$ 11,129.25	\$ 16,639.56	\$ 17,637.93	\$ 18,696.21	\$ 64,102.95
Maximo		\$ 113,652.00	\$ 25,003.00	\$ 27,504.00	\$166,159.00

STAFF RECOMMENDATION: Staff recommends approval of the Brightly Software quoted price of \$ 64,102.95 for the three-year agreement.

IMPACT: The computerized maintenance management system provides asset management functions, to include workflow management, work order production, preventative maintenance scheduling, GIS asset management, mapping, parts-order and inventory tracking and management, reporting and analyses, and mobile app capability.

MOTION: I move we engage with Brightly Software for the implementation of the CMMS, at a three-year cost of \$ 64,102.95.

**PREPARED FOR**

City Of Villa Rica ("Subscriber")

John Bain
Waste Water Superintendent
571 West Bankhead Highway
Villa Rica, GA 30180

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

March 31, 2022



Q-294008

Service Term: 39 months (07/01/2022 - 09/30/2025)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
Asset Essentials Professional Plus	7/1/2022	9/30/2022	0.00 USD
Treatment Plants Module	7/1/2022	9/30/2022	Included
Water Distribution and Waste Water Collection Module	7/1/2022	9/30/2022	Included
Dude Analytics	7/1/2022	9/30/2022	Included
Asset Essentials Inventory	7/1/2022	9/30/2022	Included
Subscription			0.00 USD
Year 1 Total:			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

*3 months included at no charge on the first invoice.

Professional Services	
Asset Essentials Professional Implementation with Consulting	11,129.25 USD
Professional Services Year 1 Total:	11,129.25 USD
Total Year 1 Services & Professional Services	11,129.25 USD

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI
- Expiration date: 11/2/2024



Q-294008

Remaining Services Invoices

Year 2	Annual period beginning	Investment
Asset Essentials Professional Plus	10/1/2022	16,639.56 USD
	Total:	16,639.56 USD
Year 3	Annual period beginning	Investment
Asset Essentials Professional Plus	10/1/2023	17,637.93 USD
	Total:	17,637.93 USD
Year 4	Annual period beginning	Investment
Asset Essentials Professional Plus	10/1/2024	18,696.21 USD
	Total:	18,696.21 USD



Asset Essentials – Standard Implementation

Purpose

Brightly's (Company) Asset Essentials with Standard Implementation service is designed to provide our clients with guidance by experienced subject matter experts to ensure an effective and efficient implementation and a faster ROI. With over 12,000 clients successfully using our software, we understand what it takes to successfully implement your solution and look forward to working with you through our Standard Implementation service.

Value

By partnering with Brightly and taking advantage of our Standard Implementation service, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. By following our focused project plan, you will experience fast time to value and will see your AE account configured and ready to use within 30 days, plus an additional 30 days of go-live support from your Implementation Specialist. Our Train-the-Trainer approach streamlines the implementation process and empowers the Client Project Lead to fully own and operationalize Asset Essentials quickly within their organization.

Deliverables

- Project Kickoff call
- Access to Basecamp project collaboration tool
- 30-day implementation support
- Optional template-based data imports for available Location, Asset, and User data during the project period
- 1-on-1 configuration guidance by dedicated Implementation Specialist
- 30-day go-live support
- Train-the-trainer best practices and content to onboard your team
- Unlimited access to Help Site and Virtual Classroom Trainings

Methodology and Approach

With over 12,000 clients successfully using our software, we understand the importance of moving quickly to be able to configure a new system and drive adoption within your organization to facilitate a smooth transition from your current system to Asset Essentials. Your Standard Implementation service will begin with a Kickoff Call with one of our Project Coordinators. From there, a dedicated Implementation Specialist will guide and assist you through the implementation project. The first 30 days are focused on account configuration and training while the final 30 days are dedicated towards go-live support to ensure account enablement. By following this plan you'll be empowered to effectively streamline your operations using Asset Essentials. Below is a sample Standard Implementation service delivery:

Sample Standard Implementation Service

Your dedicated implementation team will be here to assist you during the duration starting during the Kickoff call.



Project Kickoff & Building Your Foundation: Weeks 1-2	
Project Kickoff	Kickoff Call with Project Coordinator. Agenda: • Introductions – Project Roles and Responsibilities • Overview of Implementation Process and Tools • Discuss Current Processes and Goals • Review Basecamp and Resources • Review Account Setup Spreadsheet • Determine Timeline and Next Steps
Account Setup and Configuration	• Attend Fundamentals virtual classroom training or review equivalent help content • Understand basic navigation and configuration requirements • Watch First Steps video • Compile location, user, work category, and asset data in templates • Initial Data Review Call with Implementation Specialist • Login to Asset Essentials pending client data load • Become familiar with basic functionality of the system • Configure locations, users, work categories, assets • Connect with Implementation Specialist on account configuration progress • If integrating AE with GIS - Rest URLs/WebMap ID • Set Initial Map Extent • Configure Map Service and/or Geocode Service • Confirm GIS data loads properly on Map- To test, turn on 3-5 GIS layers in the map view to confirm the data displays correctly • Confirm GIS data loads properly on the Mobile App map • Sync ONE LAYER at minimum to test for any potential issues. • On Map – make sure you can identify an asset and create a WO against it. • On App – make sure you can "Create WO" and associate to a GIS-synced Asset.
Work Order Management: Week 3	



Account Setup and Configuration	• Attend Work Order Management virtual classroom training or review equivalent help content • Attend Mobile App virtual classroom training or review equivalent help content • Continue account configuration of work categories, priorities, work types, approval routing, email notifications • Connect with Implementation Specialist on account configuration and work order management progress • Download Mobile App and review Help Documentation • Review mobile functionality with Implementation Specialist
Preventative Maintenance: Week 4	
Account Setup and Configuration	• Attend Preventive Maintenance virtual classroom training or review equivalent help content • Begin setting up PM Schedules • Create and complete test PM work orders • Connect with Implementation Specialist on account configuration progress
Go Live Support: Use Case Testing and User Training: Weeks 5-7	
Use Case Testing and User Training	• Perform use case testing to ensure solution readiness • Submit test requests to confirm routing and approval process • Confirm email notifications are sent and received as expected • Have representatives from various user roles login to confirm they can execute job functions as expected • Ensure desktop and mobile functionality and views are as expected • End users access and review online help documentation • Confirm users can access AE and perform expected job functions
Go Live Support: Prepare for Launch and Project Close: Week 8	
Implementation Complete and Project Close	• Confirm goals defined during Kickoff call have been met • Confirm product readiness • Introduce ongoing Company resources • Close project

Excluded from Standard Implementation



For the avoidance of doubt, the following services are not included:

- Evaluation of your current practices, policies and procedures for the purposes of performance improvements.
- Troubleshooting any issues related to your IT infrastructure or mobile devices
- Migration of data from other systems or locations
- Export of data to any other systems or third parties
- Role-based end-user trainings

Completion Criteria

The steps (To Do's) in the Basecamp project plan represent the individual activities that constitute Standard Implementation for Asset Essentials. Upon completion of the required To Do's, the Standard Implementation Service will be deemed delivered and the project will be closed. Some To Do's may not be applicable to the Client's needs and may be waived from the project upon agreement between the Client and Implementation Specialist. Some To Do's (data importing, for example) are considered optional and may or may not be completed depending on the availability of data to be imported. Completion of optional To Do's is not required to complete delivery of Standard Implementation and close the project.

Client Assumptions

The success of this project is dependent on the attendance and full engagement of the key stakeholders.

- The client will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled and/or required activity.
- Should the need to reschedule any engagements arise, the client will be responsible for reaching out to their implementation specialist within the 60-day project duration window and will be subject to the implementation specialist's availability.
- The client shall be primarily responsible for providing access and training on Asset Essentials to end-users.
- The client will provide data to be imported in a timely manner and in the template format provided via Basecamp so the Implementation Specialist has an opportunity to import the data during the 60-day project period.
- If there is no existing data, the Implementation Specialist will guide the client to focus first on key equipment and their associated PMs to be manually entered into Asset Essentials by the Client.
- Client will have access to GIS system. ArcGIS online Viewer licenses may be required.
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Company is not responsible for delays caused by missed scheduled engagements and low engagement preventing client from being able to successfully implement.



- Standard Implementation is designed and resourced to be completed within 60 days of the project kickoff call. In the event additional time is required, there is a mechanism to purchase a Project Extension. Implementation Specialist will need to be notified that an extension is needed at least 10 days in advance.
- Without an extension, the implementation project will be closed after 60 days and the Implementation Specialist redirected, but the client will retain full access to Asset Essentials along with Company VCTs, LMS, online Help Documentation, and our Legendary Support Team
- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the Standard Implementation service. Having the requested data and configuration information available prior to implementation may minimize delays so progress can be made quickly.
- Project extensions will be considered for extenuating circumstances and will follow the change control process, which requires management approval.

Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.



Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach

Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Basecamp) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			



Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			
GIS Asset Management			
PM scheduling and best practices			
AE Reporting			

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area



- Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- Asset life cycle process within your operation
- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups



- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!

- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed



- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation

At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Basecamp project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)



- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be



determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-294008 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-294008

Accepted by:

Printed Name

Signed Name

Title

Date

Maximo Deployment Options for Discussion

DESCRIPTION	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
Perpetual Software License Option										
D28AYL Maximo Perpetual Software Licensing (84 AppPoints)	\$	113,652	\$	25,003	\$	27,504	\$	30,254	\$	33,280
Annual Subscription License										
D28B4LL Maximo Subscription (84 AppPoints)	\$	57,860	\$	57,860	\$	57,860	\$	57,860	\$	57,860
Fully Managed on IBM Cloud										
	Year 1		Year 2		Year 3		Year 4		Year 5	
D02QTZX IBM Maximo Application Suite Managed Service (154)	\$	60,984	\$	62,814	\$	64,698	\$	66,639	\$	68,638
D02QWZX IBM Maximo Application Suite Managed VPC (12)	\$	7,983	\$	8,222	\$	8,469	\$	8,723	\$	8,985
D01QUZX Maximo Application Suite Managed Service Data (512)	\$	1,622	\$	1,671	\$	1,721	\$	1,772	\$	1,826
Subtotal	\$	70,589	\$	72,707	\$	74,888	\$	77,135	\$	79,449
IBM Export Lab Best Practice Implementation										
Best Practice Implementation with Project Management	\$	250,700	\$	-	\$	-	\$	-	\$	-
Estimated Travel	\$	18,900	\$	-	\$	-				
Post Go-Live Support (12 Months Year)	\$	16,200	\$	-	\$	-	\$	-	\$	-
Subtotal	\$	285,800	\$	-	\$	-	\$	-	\$	-

Asset Essentials™ for Government

The Future of Operations Management



As a government leader, you want the best for your citizens. You also want strategic ways to save time and money so your team can focus where it counts and make smarter decisions for your community. Asset Essentials provides both small and large government organizations with the tools they need to think predictively, plan intelligently and work more productively to serve their people.

More purpose, more control, more knowledge – all at your fingertips.

How does it work?

Asset Essentials is cloud-based and developed for simple and advanced asset and operations management geared toward everything Facilities, Public Works, Public Utilities and Public Service related. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment for all properties with advanced mobile and geographic information system (GIS) capabilities; develop advanced workflows with preventive maintenance (PM) scheduling; leverage Internet of Things (IoT) technology for predictive maintenance (PdM); and manage inventory.

In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities. Easy-to-use mobile usage allows users to access, fulfill and include notes on work completed in the field.



Key Benefits



Maximize efficiencies. Manage all work orders, assets and maintenance activity, for all of your properties in one cloud-based system of record, complete with automated workflows and rich mobile capabilities. Leverage your existing GIS investments directly from within our platform.



Optimize capital planning and budgeting. Understand what you're currently spending on asset repair and maintenance, make data-driven capital expenditure and forecasting decisions, and justify your need for more funding.



Improve community and citizen engagement. Engage with your user community in a user-friendly and meaningful way, and harness data and collective insight to drive measurable outcomes.



Ensure continuous improvement and success. Own your operations by adopting our proven five-step process – the Assess, Prioritize, Plan, Execute, Maintain (APPEM) framework – for ongoing optimization.

“Having the numbers gives me an edge when presenting my budget for review. I’ve seen other departments getting their budget cut or staying the same, while my budget has increased.”

— Nathan Nagle, Parks & Recreation
Director, Village of Horseheads, NY

Asset Essentials Value of Investment

By streamlining processes with Asset Essentials, a typical maintenance team can save up to 60 minutes per work order, equaling major savings for your institution.

EFFICIENCY SAVINGS *		
COST	Average work orders per year	5,000
SAVINGS	Time savings	15 min./work order saved 15 min. x 5,000 = 1250 hours/year
	Impact (at \$25/hr. rate)	\$31,250/year

*based on 6 technicians



Asset Essentials Value of Investment (cont'd)

Performing regular preventive maintenance (PM) can extend the life of your machines and equipment by as much as 35% by decreasing the number of failures, and can also save you 12%-18% on average over reactive maintenance. Simply increasing the percent of PM from 2-20% could save you thousands.

	REACTIVE STATE OF MAINTENANCE (2% PM)	PROACTIVE STATE OF MAINTENANCE (20% PM)
AVERAGE NUMBER OF WORK ORDERS	5,000	
PREVENTIVE WORK ORDERS	100	1,000
REACTIVE WORK ORDERS	4900	4000
AVERAGE WORK ORDER PRICE	\$150 for Preventive WO / \$300 for Reactive WO	
PREVENTIVE COST	\$15,000	\$150,000
REACTIVE COST	\$1,470,000	\$1,200,000
TOTAL MAINTENANCE COST	\$1,485,000	\$1,350,000
SAVINGS FROM INCREASING 2-20%	\$135,000 per year	

Product Features

Workflow Management

- > Work order request management
- > Intelligent, automated request routing with contextual data capture forms
- > Location/asset-based work orders with GIS integration
- > Calendar/meter reading tied to PM/PdM scheduling
- > Custom fields for organization-specific work order information
- > Job planner for technicians
- > Work order prioritization

Work Tracking & Monitoring

- > Bulk work order update tool
- > Automated email notifications for work assignment based on asset, work type, location and more
- > Automatic work order scheduling based on PdM and historic data
- > Audit trail and log tracking
- > High-level project tracking
- > Certification tracking
- > Supplier/vendor tracking for specialized assets
- > Cost tracking and repair history for total cost of ownership (TCO) decision making

GIS Asset Management

- > Holistic map view that enables you to effectively manage work and assets inside and outside the building
- > Manage work orders, GIS assets and maintenance activity in one place
- > Leverage Esri GIS data to manage and maintain GIS assets
- > View your upcoming workload spatially
- > Prioritize work using insights from your GIS data
- > Web-based portal for citizens to submit work requests with photos and locations
- > Connect work to your GIS assets
- > Mobile CMMS GPS and GIS tools built for today's work



Product Features (cont'd)

GPS Breadcrumb Tracking	> View GPS location data of technicians and users, both historical and current data > Gain insights into specific user speed, altitude and travel direction
Mapping	> Base map of your communities geographic area > Map interface leveraging existing GIS investments from within our platform without additional set up > Web-based, Esri-powered location mapping > One-touch location and work type input for optimal routing > View and manage your work orders on a map view > Create work orders and visually pin them to their appropriate location > Switch between street and satellite views > Filter work orders by priority, status, work category and more
Work Order Parts & PO Management	> Parts inventory, including physical count and knitting > Just-in-time (JIT) inventory > Purchasing/requisition management
Reporting & Analysis	> Predefined dashboard with KPIs, reports and charts > Budget tracking based on historic data and projections > Print/export to Excel, create PDF for reporting > Data analyzer tool
Mobile App	> Supported on iOS and Android devices (see version requirements) > Download free from Apple App Store or Google Play > Bar code and QR code capabilities for more efficient work order, asset and parts management
Document Management	> Document library supporting 20 GB of uploads > Supported formats include PDF, Microsoft Word, Excel, plain text

Product Packaging

ASSET ESSENTIALS CORE *

Included:

- > One departmental workflow
- > Safety module
- > Inventory module

Add-on Modules:

- > Connector Toolkit
- > Capital Forecasting for Asset Essentials

* An Asset Essentials Core Plus option is also available that includes advanced configuration

ASSET ESSENTIALS PROFESSIONAL *

Included:

- > Up to three departmental workflows
- > Safety module
- > Inventory module

Add-on Modules:

- > Connector Toolkit
- > Capital Forecasting for Asset Essentials

* An Asset Essentials Professional Plus option is also available that includes advanced configuration

ASSET ESSENTIALS ENTERPRISE

Included:

- > Four or more departmental workflows
- > Safety module
- > Inventory module

Add-on Modules:

- > Connector Toolkit
- > Capital Forecasting for Asset Essentials



Technical Requirements

We suggest the latest version of all browsers and mobile operating systems (OS) for the best experience. Please consult with your IT department to ensure that all browsers are up to date and capable of supporting Asset Essentials.

INTERNET BROWSER

Latest versions are recommended

- › Google Chrome
- › Internet Explorer 11 (with Silverlight 5 or higher installed)
- › Microsoft Edge
- › Mozilla Firefox
- › Opera
- › Safari (Mac OS)

MOBILE OS

- › Android 4.1 or higher
- › iOS 9.0 or higher

Implementation Information

All Dude Solutions clients have our support, starting with implementation. A client engagement team member will support you with a call to outline your objectives and guide you through every step of the process. And, our support doesn't stop there. As a client, you'll have our Legendary Support Team on your side to ensure you get the most out of our solutions. From initial installation to your first work order and beyond, we've got you covered through everything.

Legendary Support Team

Cost: Included

- › All Dude Solutions clients have unlimited access to our Legendary Support Team
- › Reach support via phone, email or chat for immediate answers

Implementation support

Cost: Included

- › One-on-one implementation consultation with your client engagement team member
- › Orientation call to establish objectives and answer questions
- › Unlimited interactive instructor led online classes
- › Project collaboration tool for implementation management

V6_061520

ABOUT DUDE SOLUTIONS

Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more. For more information, visit dudesolutions.com.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Resolution of support for the City's application for the Georgia Initiative for Community Housing (GICH) program

CITY COUNCIL AGENDA DATE: July 12, 2022

PLANNING COMMISSION DATE: N/A

DATE: May 2, 2022

PREPARED BY: Chris Montesinos, AICP
Special Projects Director

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING: No

PURPOSE: We are seeking a Resolution of Support from the Villa Rica City Council for our application to the Georgia Initiative for Community Housing (GICH) program administered through the University of Georgia Carl Vincent Institute and the Georgia Department of Community Affairs.

BACKGROUND: The Georgia Initiative for Community Housing (GICH) offers communities a three-year program of collaboration and technical assistance related to housing and community development. The objective of the initiative is to help communities create and implement a locally based plan to meet their housing needs. The Archway Partnership, Carl Vinson Institute of Government, and UGA Extension provide in-kind support, and the program is partially funded by a USDA Rural Development RCDI grant.

The technical expertise provided through the Georgia Initiative for Community Housing would provide highly technical assistance and a framework to develop a plan for neighborhood stabilization and a means for implementation through community partnerships. The City of Villa Rica and its community partners will benefit through the qualification of additional points from the GICH designation in grant applications, not limited to LIHTC, CHIP, CDBG and other opportunities related to housing and infrastructure needs in lower-income areas of the city.

STAFF RECOMMENDATION: GICH Scoring criteria is as follows:

Application Scoring	
Team: Number and appropriate representation from groups	10 pts
Evidence of Support: Appropriate financial support; resolutions; dedicated staff)	10 pts
Housing Issues: Clear, detailed description	10 pts
Past Housing Activities: Steps taken to address housing needs	10 pts
Expectations of Participation: Clear, detailed description	10 pts
	50 Total



The Resolution is considered as a critical part of the Evidence of Support for the City’s GICH application.

We’ve done an effective job at identifying Community Housing Team members, and I believe we will score well in that area.

Our focus for housing issues was well articulated in the Letter of Intent, and the narrative that accompanies the application.

Past housing activities - our narrative will focus on urban infill, the Arbours of Villa Rica (a LIHTC project), successful completion of the Walton Trail development, and the proposed senior housing associated with the Inline Communities and Avemore developments.

IMPACT: A Resolution of Support is required for scoring in the GICH application process. Without it, the City will likely not score high enough for consideration for the project.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION: I move to APPROVE the Resolution of Support for the City’s application for the Georgia Initiative for Community Housing program.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION NO. 2022- _____

A RESOLUTION TO AUTHORIZE DESIGNATED STAFF OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO PARTICIPATE IN THE GEORGIA INITIATIVE FOR COMMUNITY HOUSING PROGRAM, A PROGRAM ADMINISTERED BY THE CARL VINCENT INSTITUTE OF THE UNIVERSITY OF GEORGIA.

WHEREAS: The Georgia Initiative for Community Housing (GICH) offers communities a three-year program of collaboration and technical assistance related to housing and community development. The objective of the initiative is to help communities create and implement a locally based plan to meet their housing needs. The Archway Partnership, Carl Vinson Institute of Government, and UGA Extension provide in-kind support, and the program is partially funded by a USDA Rural Development RCDI grant.

WHEREAS: The City of Villa Rica, Georgia anticipates continued population growth over the next decade and beyond, and needs to forecast future housing demand while assessing current housing conditions for existing residents; and

WHEREAS: The technical expertise provided through the Georgia Initiative for Community Housing would provide highly technical assistance and a framework to develop a plan for neighborhood stabilization and a means for implementation through community partnerships; and

WHEREAS: The City of Villa Rica and its community partners will benefit through the qualification of additional points from the GICH designation in grant applications, not limited to LIHTC, CHIP, CDBG and other grants addressing housing and infrastructure needs in lower-income areas of the city;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that designated City Staff is hereby authorized to execute the necessary documents to make an application to participate in the Georgia Initiative for Community Housing.

So Resolved, this the 12th day of July, 2022.

Mayor

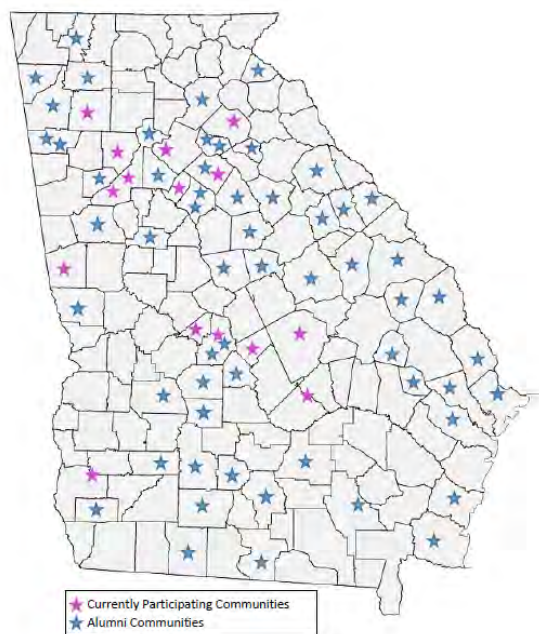
Date

Clerk

Date

GICH Impact in Georgia

Since 2005, 71 communities have participated on local housing planning teams and have directly benefited from the program.



"As part of the City of Auburn's strategic plan, we joined the program to better understand our housing needs through an assessment. The team we put together was a community building experience in and of itself. We planned and toured and learned together. Our community assessment showed the need for affordable housing for our senior citizens. Although it took two years, we now have senior apartments that fit right in with our city. The entire city has benefitted from the GICH experience - our planning department, our codes and enforcement officer, our team. This is a vital program to all cities."

– Mayor Linda Blechinger, City of Auburn

Partners



Housing and Demographics Research Center



Public Service & Outreach
UNIVERSITY OF GEORGIA

Founding Sponsor



The UGA Archway Partnership, UGA Carl Vinson Institute of Government, and UGA Extension provide in-kind support. In 2018, the program was partially funded by the Wells Fargo Foundation and the USDA Rural Development RCDI grant.



*Helping Your
Community Meet Its
Housing Needs*





What is the program?

GICH helps communities improve their quality of life and economic vitality through the development of locally-driven housing and revitalization strategies. This is achieved through:

- Technical assistance
- Collaboration
- Expert presenters
- Training
- Facilitation
- Consensus building
- Networking
- Mentoring

During the three-year program of technical assistance and cross-community sharing, participating community housing teams will:

- Attend biannual retreats with other participating communities
- Identify issues and needs, available resources, and potential obstacles
- Develop new ideas about meeting local housing needs and enhancing community development
- Learn about best practices and available resources and funding for housing and community development
- Produce a community strategic housing plan with measurable goals
- Begin implementation of the action plan

Visit the website:

www.fcs.uga.edu/fhce/gich

What is the program participation timeline?

April	Application posted online
May	View informational webinar
June	Visit exhibit booth & submit Letter of Intent to apply
July	Submit written application
August	Site visits to finalist communities
October	Selection announcement
February & September	Attend biannual retreats (selected communities)

What must interested communities do?

- Begin identifying potential team members
- Meet to discuss housing issues and needs
- Request GICH overview/presentation
- Review online application and other information at www.fcs.uga.edu/fhce/gich

**For more information
contact us at gich@uga.edu or
706-542-4949**

Local GICH Initiatives

The following are some examples of initiatives that have been undertaken by communities as a result of their participation in GICH:

- Targeted a distressed neighborhood for revitalization
- Developed multi-family tax credit apartments; redevelop a failed subdivision
- Revised out-dated codes and ordinances; adopt new ones
- Increased code enforcement; remove or demolish abandoned or dilapidated homes
- Created a Land Bank Authority or Community Land Trust
- Obtained first CDBG and CHIP grants; developed a rehabilitation program; provided housing counseling and down payment assistance; completed sewer/water infrastructure improvements
- Wrote and adopted an Urban Redevelopment Plan; created a Redevelopment Authority; obtained Opportunity Zone and/or Revitalization Area Strategies designations
- Conducted a housing assessment and windshield survey
- Partnered with Habitat for Humanity, Rebuilding Together, Work Camp, churches, and others
- Convened neighborhood clean-up days; establish neighborhood watch programs
- Launched an education/public awareness campaign

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

City of Villa Rica



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

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VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

Dr. Jermaine Durham
Assistant Professor of Housing and Community Development
Director of the Georgia Initiative for Community Housing (GICH)
University of Georgia
300 Carlton St.
Athens, GA 30602

May 2, 2022

Dear Dr. Durham,

This correspondence is intended to serve as our Letter of Intent to apply for participation in the 2023 Georgia Initiative for Community Housing Cohort. We have had numerous discussions about housing in our community, especially centered around our current Livable Centers Initiative program (through the Atlanta Regional Commission). We adopted a new zoning ordinance in 2020 which encourages smaller lot infill housing development, and have contemplated future housing initiatives in collaboration with other community partners.

We applied for, but were unsuccessful at our 2022 GICH Cohort application, but have maintained communications and regular meetings with our Community Housing Team. Despite not being selected for last year's GICH, the City of Villa Rica and our community partners remain engaged and support of the development of affordable housing and economic development initiatives that put us in a more competitive position to attract new growth and housing options for a variety of incomes and life stages.

We have three primary target areas in our city that are suffering from disinvestment, decline, and economic instability – those areas generally identified as Anderson/Cleghorn, Thomas Dorsey, and Fullerville. These areas are predominantly lower-income, predominantly rental, and have opportunities for housing rehabilitation, and investment in new infill housing. Further, the City is extremely aggressive with the development of housing gear toward the 55+ market.

I look forward to working with you and your team, and I think you will find our lineup of GICH Community Housing Team to be adequately selected to bring the best resources and talents for a successful GICH program here in Villa Rica, Georgia. I will serve as the primary point of contact for the City's GICH program.

Respectfully submitted,

Chris Montesinos, AICP
Director of Special Projects
Office of the City Manager
City of Villa Rica, Georgia
cmontesinos@villarica.gov
(678) 840-1237

HOUSING CRISIS LOOMS IN VILLA RICA

INVENTORY – There is a tremendous disparity in community housing between Villa Rica’s central core compared to the city as a whole. The central core refers to the residential districts north of I-20, and do not include the Mirror Lake subdivision, and smaller planned neighborhoods south of I-20. To start, Villa Rica’s housing inventory grew at a pace of eleven (11%) percent between 2010 and 2020, compared with a much more sluggish four (4%) percent on the central core during the same timeframe.

HOUSING OCCUPANCY AND VACANCY RATES – Villa Rica and Carroll County record vacancy rates at around ten (10%) percent, with Douglas County’s rates hover around seven (7%) percent. By contrast, the vacancy rate of the central core is an astounding eighteen (18%) percent. A chronically high vacancy rate may suggest insufficient housing demand in the market, or that the existing supply is functionally inadequate in meeting existing demand due to its quality, age, size, or some other characteristic. The vacancy rates may reflect older or uninhabitable homes, particularly in the city’s central core. Much of the City’s older housing stock is inter-generationally owned, meaning that homes are passed down between the generations rather than changing hands via sale. Among vacant units in the central core between 2015 and 2019, seventy-one (71%) percent of units were classified as “other vacant,” a category which includes units vacant due to ongoing repairs, personal or family reasons, probate, foreclosure, abandonment, or other reasons.

HOUSING AFFORDABILITY - During the 2013-2017 period, sixty (60%) percent of households in the central core were low-income, very low-income, or extremely low-income by regional standards. Over this period, data indicates that forty-four (44%) percent of homeowners in the central core were Moderately House Cost Burdened, a term used to describe households that spend between thirty (30%) and fifty (50%) percent of their incomes on housing costs. Lower-income households may be opting for ownership over renting because owning is more affordable—or at least not much more expensive—than renting in this market. If the monthly costs of renting are similar to those of owning, households may choose to take on homeownership to build wealth and enjoy greater stability. Family-age adults and seniors, fast-growing age groups in Villa Rica, are especially likely to value the stability of owning over the ease of mobility offered by renting. However, tight lending markets may make ownership difficult for first-time owners and seniors on fixed incomes who may lack the resources to afford a mortgage down payment.

FOR-SALE MARKET – Villa Rica recorded strong, steady growth in home sale prices throughout the long economic recovery from the Great Recession. Between February 2012 and November 2020, the median sale price for a single-family home in Villa Rica increased from \$74,000 to \$234,000, an increase of two-hundred eighteen (218%) percent or compound annual growth of fourteen (14%) percent. The sale price trends are not quite as clear for townhomes which, because of their relatively small inventories in the city, lack representative and reliable sales data. Regionally, townhomes outpaced single-family homes in sale price growth, recording a sixteen (16%) percent compound annual growth rate between February 2012 and November 2020 – in contrast to the fourteen (14%) percent compounded annual increase for single-family homes. With a February 2020 median home price of \$238,950, households earning more than eighty (80%) percent of Area Medium Income (AMI) should be able to afford a home in Villa Rica. However, as relatively low home prices bring in new residents from around the region, prices may increase above the means of local households. In addition, households in the lower income ranges may not have sufficient resources to supply a down payment on a mortgage, potentially impeding their abilities to qualify for homeownership opportunities.

FOR-RENT MARKET – Villa Rica has nine-hundred seventy-four (974) multifamily rental units across ten (10) market-rate or mixed-income properties. Villa Rica’s multifamily rental market shows robust signs of demand. In the fourth quarter of 2020, Villa Rica reported a higher average asking rent, steeper year-over-year rent growth, and a lower vacancy rate than both Carroll and Douglas counties. The City’s average asking multifamily rent was \$1,233 per month, more than ten (10%) percent higher than the average a year earlier. Over that same year, the City’s vacancy rate contracted from 4.4 percent to 2.7 percent, which is the lowest vacancy rate recorded in Villa Rica since 2006. With a Q4 2020 average asking rent of \$1,233 citywide, households earning between fifty (50%) and eighty (80%) percent of Area Median Income should be able to afford a rental unit in Villa Rica. If vacancies remain low, asking rents could increase to unaffordable levels.

NEW DEVELOPMENT – Villa Rica’s recent surge in rental demand is confronting a multifamily rental supply that has not significantly expanded since Hawthorne at Mirror Lake was delivered in 2005 and expanded in 2019. This dynamic has contributed to the tight vacancies and increasing rental rates. The central core in Villa Rica has several rental housing projects in the pipeline, including Walton Trail, a 90-unit low-income senior housing development, and Arbours at Villa Rica, a 192-units market and income qualified multifamily development. Approximately five-hundred fifty (550) additional multifamily units are proposed outside the central core. Another senior living community, Avemore Village, will include over approximately three-hundred-fifty (350) market-rate multifamily units alongside single-family homes, retail, and a facility offering independent living, assisted living, memory care, and skilled nursing. Of concern is that of the approximately seven-hundred sixty-five (765) net new units proposed, three-quarters would be subject to occupancy restrictions based on age or income. Developers’ focus on the affordable and senior market segments is understandable given Villa Rica’s income profile and the considerable growth in the senior population, both locally and regionally, over the past decade. If restricted units do not alleviate rental pressures, developers may pursue additional market-rate general occupancy rental projects. The current housing development projected is certain to fall short of demand in market-rate rentals, and entry and step-up markets for single-family detached homes.

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

City of Villa Rica



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

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
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SPECIAL CALLED COUNCIL MEETING MINUTES

Villa Rica Public Library, 869 Dallas Highway, Villa Rica, GA 30180
June 8, 2022 | 3:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Present: Mayor Gil McDougal, Councilwoman Shirley Marchman, Councilman Danny Carter, Councilwoman Leslie McPherson and Councilwoman Anna McCoy.

Absent: Mayor Pro Tem Matthew Momtahan

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.)

No one came forward to speak,

A. Adoption of the Agenda

Councilwoman Shirley Marchman moved to adopt the agenda.

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

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

Motion: Councilman Danny Carter moved to go into Executive Session for the above purpose.

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

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

RESULT: ADOPTED (UNANIMOUS)
MOVER: Anna McCoy, Councilwoman

SECONDER: Danny Carter, Councilman
AYES: Carter, Marchman, McPherson, McCoy

Executive Session: City Attorney David Mecklin announced that no action was taken in Executive Session which would be acted upon in Open Session.

C. Adjournment

Councilman Danny Carter moved to adjourn, seconded by Councilwoman Anna McCoy. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

Alisa Doyal, City Clerk

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

City of Villa Rica



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

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SPECIAL CALLED CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Thursday, June 30, 2022 | 5:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 5 pm.

Present: Councilwoman Shirley Marchman, Councilman Danny Carter, Councilwoman Leslie McPherson
Councilman Matthew Momtahan

Absent: Councilwoman Anna McCoy

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda.

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

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.)

No one came forward to speak in public comment

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

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

Motion: Councilman Danny Carter moved to go into Executive Session for the above purpose.

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

Motion: Councilwoman Shirley Marchman moved to return to Regular Session.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman

SECONDER: Danny Carter, Councilman
AYES: Carter, Marchman, McPherson, Momtahan

Executive Session: City Attorney David Mecklin announced that no action was taken in Executive Session which would be acted upon in Open Session.

B. Governing Body (Mayor Gil McDougal)

1. Presentation of Police Recruitment Video

C. Human Resources (Lena Taylor, Director)

1. Worker's Compensation Insurance Renewal July 1, 2022

Motion: Councilman Danny Carter moved to approve the workers compensation renewal with Bitco for the period of June 30, 2022 – June 30, 2023, for an amount not to exceed \$170,531.

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

D. Finance (Jennifer Hallman, Director)

1. Approve Updated Customer Sanitation Rates due to GFL's 5% Rate Increase

Motion: Councilman Danny Cater moved to approve the updated customer sanitation rates due to GFL's 5% rate increase because of rising fuel costs effective July 1, 2022.

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

E. Adjournment

Councilman Shirley Marchman moved to adjourn, seconded by Councilwoman Leslie McPherson. The vote was unanimous. Vote: 5/0.

Mayor Gil McDougal

City Clerk Alisa Doyal



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Public Hearing

SUBJECT: Divine City Inc. dba Carroll Rd Shoppette

AGENDA DATE: July 12, 2022

DATE PREPARED: July 12, 2022 (Revision)

PREPARED BY: Nyree Simpson, Licensing Specialist

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the application to offer retail package sales of beer, malt beverages and wine to Divine City, Inc., dba Carroll Rd Shoppette at 205 S. Carroll Road and hold a public hearing.

BACKGROUND: Divine City Inc, dba Carroll Rd Shoppette has met the qualifications of Occupational Tax Licensing, and has in fact been issued the Occupational Tax Permit (aka business license). In addition, a Certificate of Incorporation was granted by the State of Georgia's Secretary of State's Corporation Division. Samir Somani (applicant), is listed as both registered agent and owner of this business. There exists a history of both occupational tax and alcohol licensing approvals for this location. In fact, this current request for approval is being made in relation to a change of business ownership.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request of an alcohol license permit for the business of Divine City Inc., dba Carroll Rd Shoppette.



Public Hearing Date
City Council: July 12, 2022

Request: Alcohol License Permit

Project Description: Retail Package of Malt Beverages & Wine

Applicant: Divine City Inc., dba Carroll Rd Shoppette
Licensee: Samir Somani
2308 Jefferson Square Court
Decatur, GA 30030

Location: 205 S. Carroll Road, Villa Rica, GA 30180, Ward 1

Parcel Number(s): V07 0060018

Current Zoning: C2

Current Land Use: Commercial

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:

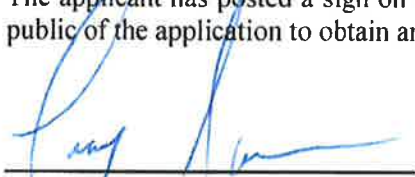
The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Planning Staff recommends **Approval** of the request by Divine City, Inc., dba Carroll Rd Shoppette (Samir Somani), retail of packaged malt beverages and wine alcohol permit at 205 S. Carroll Road.

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



City of Villa Rica Alcohol License Application

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 West Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

TYPE OF LICENSE/Annual License Fee (Check One Only)

☒	Retail Package Malt Beverages & Wine	\$300.00
☐	Retail Package Malt Beverage	\$200.00
☐	Pouring License Restaurant	\$3,500.00
☐	Pouring License Private Club	\$5,000.00
☐	Pouring License Private Club	\$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	\$200.00
☐	Retail Package Wine	\$100.00
☐	Limited Pouring License Restaurant	\$500.00
☐	Limited Pouring License Supper Club	\$3,000.00
☐	Limited Pouring License Private Club	\$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	\$500.00
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	\$100.00
☐	Wine & Craft Beer Boutique	\$500.00

TYPE OF OUTLET

☒	Retail Package Sales
☐	Restaurant
☐	Special Event
☐	Supper Club
☐	Private Club
☐	Wine & Craft Beer Boutique

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Divine City INC, 205 S Carroll Rd, Villarica CA
Full Name Address 90180

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

Divine City INC

Federal Tax ID: [REDACTED]

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

Samir Somani 7308 Jefferson Square Ct. Decatur, GA 30030
Full Name Address % Interest 100%

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Corporation

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

Samir Somani
Full Name Address

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

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

Carroll Rd Shoppette

4. Address of business for which application is made:

205 S Carroll Rd, Villa Rica GA 30180

Phone Number:

404-512-2177

Business

Home

Mailing Address:

205 S Carroll Rd, Villa Rica GA 30180

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

PART II

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

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

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

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

☒ Yes ☐ No

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

☐ Yes ☐ No

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☒ Yes ☐ No
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No
9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, not any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.
10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No
11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:
- Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
 - Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
 - Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
 - Convicted of selling alcohol to a minor within the past three (3) years?
☐ Yes ☒ No
- If the answer to any portion of question 11 is "yes," describe in detail and give date of occurrences:
N/A

12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☐ Yes ☒ No

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

Nizar Tannokhmy 3250 Peachtree Ind Bldg Duluth GA 30096 3yr
Name Residence Business Address Number of Years Known

Amyn Badrudin 442 Holmes Dr Lawrenceville GA 30044 5 Yr
Name Residence Business Address Number of Years Known

Rizaz Somkani 8401 Jefferson St Ct Duluth GA 30030 10 Yr
Name Residence Business Address Number of Years Known

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

Mumbai, India Sep 04 / 1974
Place of Birth Date of Birth

PART III
VERIFICATION

State of Georgia, Gwinnett County

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

Samir
Applicants Signature (FULL NAME IN INK)

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

This 12 day of May, 2022.

[Signature] My Commission Expires: 11/14/2022
Notary Public

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

DIVINE CITY INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/03/2022** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/07/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 3/3/2022 7:53:20 PM

BUSINESS INFORMATION

CONTROL NUMBER 22050757
BUSINESS NAME DIVINE CITY INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 03/03/2022
SHARES 1000

PRINCIPAL OFFICE ADDRESS

ADDRESS 1311 CALVARY CHURCH RD, GAINESVILLE, GA, 30507, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SAMIR SOMANI, Janmohamma	2308 JEFFERSON SQUARE CT, DECATUR, GA, 30030, USA	Gwinnett

INCORPORATOR(S)

NAME	TITLE	ADDRESS
SAMIRA SOMANI	INCORPORATOR	2308 JEFFERSON SQUARE CT, DECATUR, GA, 30030, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE SAMIR SOMANI
AUTHORIZER TITLE Incorporator

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 04/28/2022 09:08:51

BUSINESS INFORMATION

BUSINESS NAME : DIVINE CITY INC
CONTROL NUMBER : 22050757
BUSINESS TYPE : Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD : 2022

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1311 CALVARY CHURCH RD, GAINESVILLE, GA, 30507, USA
REGISTERED AGENT NAME : SAMIR SOMANI, Janmohamma
REGISTERED OFFICE ADDRESS : 2308 JEFFERSON SQUARE CT, DECATUR, GA, 30030, USA
REGISTERED OFFICE COUNTY : Gwinnett

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 205 S Carrol RD, Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Samir Somani
REGISTERED OFFICE ADDRESS : 2308 Jefferson Square CT, Decatur, GA, 30030, USA
REGISTERED OFFICE COUNTY : Dekalb

OFFICER	TITLE	ADDRESS
Samira Somani	CEO	2308 Jefferson Square CT, Decatur, GA, 30030, USA
Samir Somani	CFO	2308 Jefferson Square CT, Decatur, GA, 30030, USA
Samira Somani	Secretary	2308 Jefferson Square CT, Deacatur, GA, 30030, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Samir Somani
AUTHORIZER TITLE : Registered Agent

COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA

COUNTY OF CARROLL

THIS LEASE, made as of APRIL 15 2022, by and between MILAN DEVELOPMENT, LLC a Georgia corporation, (hereinafter called "Landlord"), and DIVINE CITY INC, a Georgia corporation, (hereinafter called "Tenant");

W I T N E S S E T H

1. *DEFINITIONS.*

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

Additional Rental is defined in Section 6 of this Lease.

Base Rental means the monthly rental calculated and payable pursuant to Section 4 of this Lease.

Building means that building which is located at 205 S CARROLL RD, VILLA RICA, GA 30180, Georgia within the Property, together with any additions, replacements or alterations to it.

Buildings mean Building and any other buildings located on the Property.

Commencement Date is defined in Section 3 of this Lease.

Demised Premises is defined in Section 2 of this Lease.

Landlord is defined in the first paragraph of this Lease.

Property means that tract or parcel of land and any improvements thereon as described in the attached Exhibit "A" which is by this reference incorporated in this Lease.

Tenant is defined in the first paragraph of this Lease.

Total Rental means Base Rental and Additional Rental as may be due and owing to Landlord under this Lease.

2. DEMISED PREMISES.

The Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these present does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (exclusive of any easement for light or air) located and being a space of approximately square feet in the Building (hereinafter called the "Demised Premises"), as shown on Exhibit "B" outlined in "red," and a non-exclusive right to use the parking lot adjacent to the Building.

3. LEASE TERM.

To have and to hold the same for the term to commence as of the earlier of (a) APRIL 15, 2022 or (b) the date upon which Landlord delivers the Demised Premises to Tenant (the "Commencement Date"), and ending on the day preceding the tenth (6th) anniversary of the Commencement Date at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Lease Term").

4. BASE RENTAL.

Tenant agrees to pay to Landlord at the address set forth in Section 30 hereof, upon the first day of each calendar month of the Lease Term, or at such other place designated by Landlord, without any prior demand there for and without any deduction or set-off whatsoever, as fixed minimum rent (hereinafter referred to as "Base Rental"):

- (a) From the Commencement Date to 04/15/2022 rent will be including \$6,000.00 each month;
 - a. 01/01/2023 to 12/31/2023 rent \$6,500.00 Each month;
 - b. 01/01/2024 to 12/31/2024 rent \$7,000.00 Each Month

(b) The Base Rental payable by Tenant during each successive twelve month period of the Lease Term shall increase by three percent (3%) per year. Tenant agrees to execute from time to time at Landlord's request, whatever documents are necessary for Base Rental to be paid directly to Landlord.

6. *ADDITIONAL RENTAL.*

In addition to the Base Rental required to be paid pursuant to the terms of this Lease, Tenant agrees to pay, as additional rent, all sums and other charges required to be paid by Tenant pursuant to other provisions and exhibits to this Lease, whether or not the same be designated "Additional Rental" (hereinafter called "Additional Rental"), and Landlord shall have the same remedies for Tenant's failure to pay same when and as required, as if it constituted Base Rental. Should any payments due from Tenant to Landlord under this Lease be overdue, Landlord may charge and Tenant shall pay, as Additional Rent, a charge of five percent (5%) of the overdue amount. Should any payments be overdue by more than ten (10) days, then in addition to said five percent (5%) charge, Tenant shall pay interest on said overdue amount at the current legal rate of interest. Landlord and Tenant agree that the foregoing late charge and interest represent a fair and reasonable estimate of Landlord's additional costs. Acceptance of such late charge and interest by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount or prevent Landlord from exercising any of its other rights and remedies hereunder.

7. *CONSTRUCTION OF THIS AGREEMENT.*

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

8. *UTILITIES; ELECTRICITY AND OTHERS.*

8.1 Unless Landlord expressly accepts responsibility under this Lease for providing the same, Tenant shall be solely responsible for all charges for gas, water, sewer, janitorial, trash, landscaping, pest control, electricity, telephone and other services used, rendered,

supplied or imposed upon the Demised Premises regardless of who is the supplier and shall indemnify Landlord and save it harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

8.2 Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, whether or not provided by Tenant or Landlord, and that, if any equipment installed by Tenant shall require additional utility facilities, the same shall be furnished and installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

9. *USE AND CARE OF PREMISES.*

The Demised Premises shall be used for a Convenience Store with Gasoline sales, and no other purpose. Tenant may not, without the prior written consent of Landlord, operate a drive through or use or permit its customers to use any driveway or parking lot on the Property as a drive through. Demised Premises shall not be used for unlawful gambling or for any illegal purposes; or in any manner to create any nuisance or trespass; or in any manner to vitiate the insurance or increase the rate of insurance on the Demised Premises, any Buildings or the Property. Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the Demised Premises, any Buildings or the Property, any hazardous, toxic or flammable materials, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. If any such materials are brought into the Demised Premises, any Buildings or the Property by Tenant, Tenant shall, at Tenant's sole expense, cause the immediate removal thereof.

10. *ABANDONMENT OF THE PREMISES.*

Tenant agrees not to abandon or vacate the Demised Premises during the period of this Lease and agrees to use the Demised Premises for the purpose herein leased until the expiration hereof.

11. *TENANT'S OBLIGATIONS; TAXES.*

11.1 Tenant agrees to comply promptly and fully with all laws, regulations, ordinances or other governmental orders relating to or affecting Tenants use of the Demised Premises and the operation of his business including, but not limited to, the timely filing and payment of all business taxes and licenses. In addition, Tenant shall comply with all rules and regulations of Landlord, including, without

limitation, those set forth on Exhibit AC@ attached hereto and made a part hereof. Tenant shall also comply with all requirements imposed by its franchisor and franchise agreement, unless the same conflict with the terms of this Lease, in which event the terms and condition of this Lease shall take precedence.

12. *REPAIRS BY TENANT.*

12.1 Tenant agrees to keep in good repair the Demised Premises, provided, however, that Tenant shall obtain Landlord's prior written approval for any repairs or replacements to the foregoing, except in emergency situations. Tenant shall also be responsible for the repair of glass and exterior doors and any and all repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Demised Premises and shall be under no obligation to inspect same. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

12.2 Landlord will rough out the Demised Premises by installing HVAC ducts, acoustic tile ceiling and unpainted drywall. Tenant accepts the Demised Premises in that condition and as suited for the uses intended by Tenant. Tenant shall, through the Lease Term and all renewals thereof, at its expense, maintain in good order and repair the Demised Premises. In the event Tenant fails to make said repairs, then Landlord may, but shall not be obligated to, make such repairs in which event Tenant shall promptly reimburse Landlord for all expenses incurred thereby, said expenses constituting Additional Rental hereunder. Tenant agrees to return the Demised Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord pursuant to Section 20 below.

13. *LANDLORDS OBLIGATIONS.* Landlord shall have no duty to make any repairs or improvements to the Property except structural repairs to the Building necessary for safe tenant ability, the necessity for which (i) Landlord is notified in writing by Tenant and (ii) is not brought about by any act or neglect of Tenant, its agents, employees or visitors.

14. *LANDLORD'S PROPERTY.*

All trade fixtures, trade apparatus, equipment and other property

of Landlord (including all replacements) located on the Demised Premises at any time, including, but not limited to, those set forth on Exhibit "E" hereto, (hereinafter referred to as "Landlord's Property") shall remain the property of Landlord and may not be removed, sold, conveyed, encumbered or transferred by Tenant. Should any of Landlord's Property be damaged, lost or otherwise impaired during the Lease Term for any reason, Tenant shall promptly notify Landlord and shall repair or replace, at Tenant's sole expense, the affected item or items of Landlord's Property.

15. *DESTRUCTION OF OR DAMAGE TO PREMISES.*

If the Demised Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. If the Demised Premises are damaged but not wholly destroyed by any of such casualties, Base Rental shall abate in such proportion as use of the Demised Premises has been destroyed, and Landlord shall restore same to substantially the same condition as before damage as speedily as practicable, whereupon full Base Rental shall commence.

16. *GOVERNMENTAL ORDERS.*

16.1 Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Demised Premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. Tenant agrees that it shall be obligated to comply with all environmental statutes, laws, rules and regulations that are applicable to the Demised Premises, Tenant's operation of its business or otherwise relate to Tenant, including, but not limited to, those imposed by the United States Environmental Protection Agency, the State of Georgia, or otherwise.

16.2 Tenant waives the benefits of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

17. *CONDEMNATION.*

If the whole of the Demised Premises, or such portion thereof as will make same unusable for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either

of said events the Lease Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

18. *ASSIGNMENT AND SUBLETTING.*

Tenant may not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublease Demised Premises or any part thereof, or permit the use or management of Demised Premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Should Landlord permit any assignment or subletting by Tenant and should the monies received as a result of such assignment or subletting (when compared to the monies still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then (a) fifty percent (50%) of (b)(i) the excess less (ii) Tenant's reasonable costs incurred in connection with such assignment or sublease, including, but not limited to, brokerage commissions, attorneys' fees, leasing concessions, and, subject to the terms of this Lease, alterations to the Demised Premises to make same suitable to the assignee or subtenant shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, in consideration for Landlord's permitting such assignment or subletting, shall receive fifty percent (50%) of any profit from any such assignment or subletting. In the event that Tenant requests the consent of Landlord as provided herein, Tenant shall pay to Landlord, as Additional Rental, the sum of \$500.00 and all costs and expenses incurred by Landlord including, but not limited to, attorney's fees, in connection with such request for the consent of Landlord.

19. *TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES.*

19.1 In the event any mechanics', laborers', material men's or other liens shall be filed against the Demised Premises or any part of the Property or any Buildings or other improvements thereon by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Demised Premises through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with

interest at the Bank of America prime rate plus four percent (4%) and all costs and expenses, including all attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant.

19.2 All trade fixtures and trade apparatus owned and installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term; provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, dock levelers or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Demised Premises caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Demised Premises and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.

19.3 Within thirty (30) days of the execution of this Lease Tenant shall deliver to Landlord an itemized list of all property belonging to Tenant and installed on or used in the Demised Premises, with such evidence as Landlord may require proving that such property belongs to Tenant. Any property that is installed on or used in the Demised Premises that is not identified on such list shall conclusively be deemed Landlord's Property. Tenant may, during the Lease Term, request that Landlord revise said list of Tenant property from time to time by delivering to Landlord, in a form satisfactory to Landlord, a list of new or additional property purchased by Tenant and to be used on the Premises, together with evidence of Tenant's ownership of said property. If Landlord agrees to the form and substance of said request, Landlord shall revise the list of Tenant's property accordingly. Repairs to or replacement of Landlord's Property shall not be deemed Tenant's property.

19.4 Tenant shall not make any alterations, additions or decorations to the Demised Premises without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall, at all times during the Lease Term, present to Landlord plans and specifications for such work at the time Landlord's consent is sought. Tenant's Work and installations shall not impede or interfere with any work in other parts of the Building or the Property, and any alterations, additions and decorations or other work performed

by Tenant shall not cause closing, interruption or impairment of Tenant's normal conduct of business. All work caused to be done by Tenant shall comply with the requirements and obligations of Tenant relating to Tenant's Work as set forth in this Lease. Tenant is required to provide Landlord with building permits and evidence of insurance as required.

19.5 Tenant's obligation to observe and perform any of the provisions of this Section 20 shall survive the expiration of Lease Term hereof or earlier termination of this Lease.

20. CANCELLATION OF LEASE BY LANDLORD.

It is mutually agreed that in the event Tenant shall default in the payment of Base Rental and/or Additional Rental herein reserved, or the payment of any other amounts due to Landlord pursuant to a promissory note or otherwise, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of Total Rental, and fails to cure such default within ten (10) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within thirty (30) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Total Rental or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within five (5) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events Landlord at Landlord's option may at once, or within two (2) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire Demised Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublease. Any notice provided in this Section may be given by Landlord, or its attorney or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the Demised Premises to Landlord and remove all of Tenant's effects there from; and Landlord may forthwith re-enter same and repossess itself thereof, and remove all persons and effects there from, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

21. *RELETTING BY LANDLORD.*

Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's failure to cure any default within the time permitted as set forth in Section 21 hereof, may at Landlord's option enter upon and rent the Demised Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's Total Rental hereunder and the price obtained by Landlord and all other reasonable costs directly related to reletting, including, but not limited to the payment of commissions, the making of alterations, costs of leasing same, costs for any unamortized Tenant improvements and otherwise.

22. *EXTERIOR SIGNS.*

Tenant shall place no signs upon the outside walls or roof of or grounds surrounding the Demised Premises except with the written consent of Landlord. Any and all signs placed within the Demised Premises by Tenant shall be pre-approved by Landlord and maintained in a first-class condition. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

23. *ENTRY FOR CARDING, ETC.*

Landlord may card the Demised Premises "For Rent" or "For Sale" one hundred eighty (180) days before the termination of this Lease. Landlord may from time to time enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers, existing or prospective mortgagees, or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to adjoining premises, if any.

24. *EFFECT OF TERMINATION OF LEASE.*

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Base Rental, Additional Rental and any other charges due Landlord by Tenant.

25. *SUBORDINATION.*

This Lease is subject and subordinate to any liens and encumbrances on the Property, including but not limited to any first mortgage or first security deed now or hereafter placed on the Property of which the Demised Premises are a part; provided, however, that at the option

of the first mortgage holder the Lease or portions of the Lease can be made superior to the first mortgage or security deed; provided further that unless the entire Lease is made superior to such first mortgage or security deed, the holder of said mortgage or the grantee of such security deed shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, security deed or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect, notwithstanding any default proceeding under said mortgage, security deed or obligations secured thereby. Tenant further agrees that it will attorn to the mortgagee, grantee or beneficiary of such mortgage or security deed, and their successors or assigns and to the purchaser or assignee under any such foreclosure. Tenant will upon request by Landlord, execute, deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Section 25.

26. *NO ESTATE IN LAND.*

This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

27. *HOLDING OVER.*

If Tenant remains in possession of the Demised Premises after expiration of the Lease Term, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at a monthly rental rate equal to 150% of the Base Rental rate in effect at the end of the Lease Term, plus Percentage Rental equal to the highest amount of Percentage Rental for the preceding twelve (12) months, plus one-twelfth (1/12) of the Additional Rental required by this Lease.

28. *ATTORNEYS' FEES AND HOMESTEAD.*

If any rental owing under this Lease is collected by or through an attorney at law, or if Landlord employs an attorney at law to enforce any of the other terms or conditions of this Lease, Tenant agrees to pay or reimburse Landlord for all reasonable associated attorneys' fees, as Additional Rental hereunder. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord Tenant's homestead and exemption.

29. *RIGHTS CUMULATIVE.*

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

30. *SERVICE OF NOTICE.*

Tenant hereby appoints as Tenant's agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Demised Premises at the time, or occupying same; and if no person is in charge of, or occupying the Demised Premises, then such service of notice may be made by attaching the same on the main entrance to the Demised Premises. A copy of all notices under this Lease shall also be sent to such other address as Tenant may from time to time designate in writing to Landlord. Tenant shall also furnish Landlord with his current home address and telephone number and inform Landlord immediately of any changes thereto.

All notices required by law or by this Lease to given Landlord shall be given by depositing same in registered or certified U. S. Mail, postage prepaid, and addressed as follows:

For Landlord: 250 Annelise park Drive
Fayetteville, GA 30214

or to such other address as Landlord may from time to time designate in writing to Tenant.

31. *STATEMENT OF ACCEPTANCE.*

After completion of the Demised Premises in accordance with the terms of this Lease, upon the request of Landlord, Tenant will furnish Landlord, within three (3) days thereof, a written statement confirming Tenant's acceptance of the Demised Premises and confirming the commencement date of the Lease Term.

32. *QUIET ENJOYMENT.*

Landlord hereby covenants and agrees to permit Tenant quiet enjoyment of possession of the Demised Premises during the Lease Term, so long as Tenant shall pay the Total Rental aforesaid and carry out all other obligations herein made binding upon the Tenant. Landlord retains the right to enter onto and inspect the Demised Premises at any time to ensure Tenant's compliance with the terms of this Lease.

33. *USE OF PARKING LOT.*

Tenant hereby covenants and agrees to use the parking lot on a non-exclusive basis for cars and/or trucks owned by Tenant and its direct employees and customers. Unless authorized in writing by

Landlord solely at Landlord's option, vehicles which are not being used in business on a regular basis by Tenant, his employees, agents, vendors and customers for transportation, are not permitted to be parked in the parking lot. Tenant will not encumber nor obstruct the Building containing the Demised Premises nor allow the same to be obstructed or encumbered in any manner, and will keep the sidewalks free of rubbish and dirt. Tenant shall not place, or cause to be placed, anything, to include raw materials, merchandise or vending machines, on the sidewalk or exterior of the Demised Premises without the prior written consent of Landlord.

34. INSURANCE.

34.1 Tenant shall at all times during the Lease Term maintain in full force and effect the following insurance in standard form generally in use in Georgia, with insurance companies authorized to do business in said State, which are satisfactory to Landlord:

34.1.1 Comprehensive public liability insurance in the amount of at least One Million Dollars (\$1,000,000) for any occurrence resulting in bodily or personal injury to or the death of one person and consequential damages arising there from, and in the amount of at least One Million Dollars (\$1,000,000) for any occurrence resulting in bodily or personal injury or death to more than one person and consequential damages arising therefrom.

34.1.2 Comprehensive property damage insurance covering liability for damage to all property in the amount of at least One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall not contain the "care, custody and control" exclusion or it shall include fire and extended coverage legal liability insurance.

34.1.3 Workers' Compensation Insurance as required by law and employees' insurance in the amount of One Hundred Thousand Dollars (\$100,000) for disease and Five Hundred Thousand Dollars (\$500,000) for each employee. All insurance required to be maintained by Tenant shall name Landlord as additional insured for the full amount of the insurance herein required.

34.2 At all times during the Lease Term, Tenant shall pay all premiums for and maintain in effect, with a responsible insurance company or companies, policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

34.2.1 Insurance covering all trade fixtures, signs, plate glass, floor covering, decorative items, furniture and equipment in the Demised Premises to the extent of not less than one hundred percent (100%) of the insurable value of the same against all casualties included in the classification "Fire and Extended Coverage, Vandalism

and Malicious Mischief," and including sprinkler leakage.

34.3 Tenant will furnish to Landlord, at least ten (10) days before Tenant takes occupancy of the Demised Premises, and thirty (30) days before expiration or termination of any such policy, copies of policies or certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or amend the policy or policies without first giving at least thirty (30) days' prior written notice thereof to Landlord.

34.4 The insurance required by this Section 35 may be included in policies of "blanket insurance, provided that, in all other respects, each such policy shall comply with the requirements of this Section 35, and provided that no other loss, which may or may not be also insured thereby, shall in any way affect or limit the coverage and amount of insurance required hereby.

34.5 At its option, Landlord may obtain and maintain such insurance coverage for the Demised Premises as Landlord, in its sole discretion, deems appropriate (including the amounts and terms of such coverage). In the event that Landlord elects to do so, it shall notify Tenant of its election to do so and all expenses incurred by Landlord in obtaining such coverage including, but not limited to, the premiums, shall be due and payable by Tenant as Additional Rental. Landlord shall notify Tenant of such expenses and Tenant shall pay such Additional Rental in accordance with the provisions of Section 6 hereof.

35. *SUCCESSORS AND ASSIGNS, GOVERNING LAW AND BINDING EFFECT.*

"Landlord" as used in this Lease shall include first party, its successors, assigns and successors in title to the Property. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. *TIME OF THE ESSENCE.*

In all instances where Tenant is required by the terms and

provisions of this Lease to pay any sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

39. *WAIVER OF CLAIMS.*

To the extent permitted by law, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby indemnifies, holds harmless and releases Landlord, its agents, employees and contractors from and against any and all claims for damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Demised Premises or Building of which it shall be a part except where such claims arise solely out of the gross negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors.

40. *EXCULPATION.*

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and Buildings comprising the Property of which the Demised Premises form a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of the holder of any mortgage covering the Property or of Landlord's interest therein in the Property. No other assets of Landlord or any partner thereof shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that the Landlord's interest hereunder and in the Property shall be subject to impressment of an equitable lien or otherwise. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that neither Landlord nor any of Landlord's shareholders, directors, officers, representatives, agents, or employees have made any representations to Tenant or to any other person regarding the profitability or viability of the business currently conducted by Landlord on the Property or the business that Tenant proposes to operate on the Demised Premises. Tenant acknowledges and agrees that the decision to enter into this Lease has been made solely by Tenant and Tenant assumes full responsibility for the viability and profitability of Tenant's business.

42. *ENVIRONMENTAL INDEMNITY.* Tenant shall comply with the Environmental Protection Act, with special attention to regulations governing the storage, dispensing, and sale of unleaded gasoline, and

all other federal, state and local laws and ordinances relating to the environment, and with the rules, orders and regulations issued and promulgated there under, and shall procure and maintain all permits and licenses required there under, and shall defend, indemnify and hold harmless Landlord and/or any property owner of the Demised Premises from and against any and all penalties, interest, costs, expenses, claims, judgments and orders, with respect to such laws, ordinances, rules, orders and regulations.

Because Tenant has the day to day occupation and control of the business at the Demised Premises, Tenant shall:

1 Immediately clean up and properly dispose of all contaminants, pollutants, toxic substances, hazardous substances, which are dumped, spilled or otherwise deposited, or which appear anywhere on the Demised Premises from whatever cause or source.

2 Comply with the Occupational Safety and Health Act and rules, orders and regulations, issued and promulgated there under applicable to Tenant's operation of the Demised Premises. Tenant shall also defend, indemnify and hold harmless Landlord and/or the owner of the Demised Premises from and against any and all penalties, interest, costs, expenses, claims, judgments, and orders, arising out of or incident to Tenant's noncompliance of said Act and the rules, orders and regulations issued and promulgated there under applicable to Tenant's operations at the Demised Premises.

Without in any way limiting the obligation of Tenant to indemnify Landlord as specified above or to provide insurance with respect to operations performed above, Landlord, may at its option, upon sixty days notice to Tenant during the term of this Lease, require Tenant to obtain environmental pollution liability insurance which specifically covers, but is not limited to, leaks occurring from the underground tanks and piping system, whether they are sudden or gradual, with coverage extending to any and all Expense of cleanup or recovery including excavation of contaminated soil.

43. **SECURITY AGREEMENT.** Tenant to secure its obligations to Landlord under this Lease, hereby grants to Landlord a security interest in all the right, title, and interest of Tenant in and to all personal property owned by Tenant, including but not limited to, equipment, inventory, furniture, fixtures and accounts receivable, all located in or used in connection with the Demised Premises. Tenant further agrees to execute any UCC Financing Statements necessary to perfect this security interest.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or

otherwise, between the parties, not embodied herein unless contained in a modification in writing executed by all of the parties hereto, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered as to
Landlord in the presence of:

MILAN DEVELOPMENTS, LLC.



By: SAJJID HAMRANI (President)
Landlord

DIVINE CITY, INC



By: SAMIR SOMANI (President)
Tenant



Suwan
5/31/2022

List of Exhibits

Exhibit A Legal Description of the Property

Exhibit B Demised Premises outlined in red

Exhibit C Landlord/s Rules and Regulations

Exhibit D Common Area

Exhibit E List of Landlord/s Property



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.29 *Wall Signs* of the Villa Rica Sign Ordinance

CITY COUNCIL AGENDA DATE: July 12th, 2022

DATE: June 29th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Revision to regulations for wall signs to clarify the scale of maximum area for a wall sign.

BACKGROUND: The city's sign ordinance contains regulations for wall signs. These regulations need to be clarified to remove language concerning scaling wall signs to the building façade to which the wall is proposed rather than to the property frontage. The section as currently written would permit wall signs far larger than staff recommends.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the proposed amendment to Section 9.29 of the city's sign ordinance as attached hereto.

Sec. 9.29 – WALL SIGNS

- 1) One (1) sign shall be permitted per building frontage on a public or private street.
 - a) Wall signs shall be securely fastened to the building surface.
 - b) Shall not extend above an eave or parapet, or above or below a fascia on which they are located. Sign length shall not exceed eighty percent (80%) of the length of the fascia.
 - c) Shall not project more than twelve (12) inches from the wall.
 - d) May be either internally or externally illuminated in all districts with the exception of the CBD and AG zoning district or unless as otherwise noted in this Ordinance. Signs in the CBD and AG districts may be externally illuminated, or halo-lit provided that the sign surface is not opaque and the lighting element is concealed.
 - e) Shall be a maximum area of two (2) square feet per one (1) linear foot of the primary tenant ~~frontage~~ **façade** and signs for secondary frontages shall be calculated at a rate of one (1) square foot per one (1) linear foot of the tenant façade, not to exceed three-hundred (300) sf per sign, except under Sec.9.18. In the CMU zoning district or the CBD zoning district, sign area shall be based on one and one-half (1½) square feet per one (1) linear foot **of the primary tenant facade**. Sign area shall be subject to aggregate sign area per lot/parcel as specified in Table 9.1: Permanent Signs.
- 2) For multi-store and upper-floor uses, if the upper-floors of any structure are occupied by a use that is separate and distinct from any that is located on the ground floor, that use shall be permitted a wall sign. The upper wall sign:
 - a) shall not exceed one (1) square foot of sign area for every one (1) linear foot of tenant frontage, with a maximum square footage of fifty (50) square feet.
 - b) shall be located on the structure between the eaves, cornices, or other roof elements and the top of windows on the uppermost floor.
 - i. Exterior walls that are horizontally inset or offset from other wall faces along the same side of a building shall only allow affixed sign structures which maintain a minimum distance of one-foot from the vertical side edges and the horizontal top edge of the wall face.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.40(6)(b) *Banners* of the Villa Rica Sign Ordinance

CITY COUNCIL AGENDA DATE: July 12th, 2022

DATE: June 29th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Revision to regulations for temporary signs (banners) to permit them on adjacent contiguous lots under common ownership as the parcel where the use associated with the banner is located.

BACKGROUND: The city's sign ordinance contains regulations for temporary signs, including banner signs. City staff proposes to permit for banners to be located on properties that are adjacent to the use that is associated with the banner as long as the parcels are under common ownership. Several houses of worship and businesses in the city regularly use banners to advertise services, sales and events. Many of these uses also own adjacent property that may feature additional road frontage. This amendment would permit banners on these parcels.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the proposed amendment to Section 9.40(6)(b) of the city's sign ordinance as attached hereto.

Sec. 9.40 – TEMPORARY SIGN STANDARDS (SUPPLEMENT TO TABLE 9.2)

- 1) GENERAL PROVISIONS. In no instance shall this provision be interpreted as temporarily or permanently permitting any sign prohibited by Section 9.13 Prohibited Signs of this Chapter. The following types of signs are permitted as temporary signs and may require a sign permit.
 - a) Lawn Signs
 - b) Post and Panel
 - c) Hanging Sign Post
 - d) Banners
 - e) Inflatable Objects
 - f) Window Signs
 - g) Sidewalk Signs
 - h) Model Home/Temporary Sales Facility Signs
 - i) Weekend Directionals
- 2) MINIMUM STANDARDS. Temporary signs shall comply with the following standards:
 - a) Temporary signs shall not be affixed to a permanent sign or its supporting structure, including both building mounted and freestanding permanent signs.
 - b) Temporary signs shall not be affixed to poles, posts, stakes or other supporting structures that are permanently installed or anchored into the ground through the use of concrete foundations or similar anchoring techniques.
 - c) Temporary signs shall not be placed in a manner that obstructs clear sight distance (with the required sight triangle) for motorists at street intersections or driveways, consistent with Sec. 9.16(1)(f) – Sight Visibility Triangle.
 - d) Temporary signs shall not be placed on the roof of a building, or affixed to a motor vehicle, tree, utility pole or street sign.
 - e) Temporary signs shall not be illuminated or be provided with any electric service.
 - f) Temporary signs shall not be placed within any public street right-of-way, including within medians, unless expressly permitted by this Ordinance.
 - g) Temporary signs attached to building walls (other than permitted temporary window signs) shall not be placed in a manner that obstructs any window, door, fire department sprinkler connection, or street number sign.
 - h) Where temporary signs are limited in the duration of their display and limited in the total number of displays per calendar year, any required period of separation between such displays shall carry through to the following calendar year, and shall be observed prior to initiating the first allowed display during the new calendar year.
- 3) LAWN SIGNS.
 - a) Lawn Signs shall be no more than six (6) square feet in surface area and shall be no higher than three (3) feet above adjacent grade.
 - b) No lawn sign shall exceed (16) square feet in aggregate area on parcels in commercial, industrial, or institutional zoning districts or eight (8) square feet on parcels in residential zoning districts.
 - c) Lawn signs are permitted for thirty (30) days, but can be renewed up to three times per calendar year for a total of ninety (90) days.

- d) Lawn Signs may be allowed in a public or private right-of-way but shall be located no closer than ten (10) feet from the pavement of a public or private street or five (5) feet from the edge of a sidewalk, bike path, or pedestrian way, whichever is greater as it applies.
 - e) No Lawn Sign shall be:
 - i) Located such that it obstructs, impedes, or otherwise creates a hazardous condition for safe and normal flow of pedestrian or motor vehicle traffic.
 - ii) Erected on private property without the consent of the property owner.
 - iii) Placed on any tree, utility pole, or fences.
 - iv) Placed on government-owned property such as a park.
 - v) Placed on public right-of-way adjoining vacant or abandoned parcels.
 - f) Lawn Signs do not require a sign permit.
- 4) POST AND PANEL SIGNS. Post and Panel Signs shall be permitted on construction sites, provided that they meet the following provisions:
- a) Post and Panel Signs shall not exceed more than two (2) per property in a Planned Unit Development or residential subdivision, and shall not exceed thirty-two (32) square feet per sign in all zoning districts.
 - b) Post and Panel Signs shall be removed when a Certificate of Occupancy is obtained.
 - c) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any development construction sign.
 - d) Shall not be illuminated;
 - e) Shall maintain a minimum setback of ten (10) feet from the proposed right-of way and shall be outside of any required sight triangle;
 - f) In a residential construction project, construction signage shall be removed not later than ten (10) days after having sold or leased eighty percent (80%) of the single, two family lots or multi-family development; and,
 - g) To ensure compliance with the regulations contained in this chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any construction sign.
- 5) HANGING SIGN POSTS. Hanging post signs shall be permitted, provided they meet the following provisions:
- a) Hanging post signs do not require a sign permit.
 - b) Hanging post signs shall not exceed more than two (2) per property, and shall not exceed a sign area of sixteen (16) square feet per sign in single-family residential zoning districts and thirty-two (32) square feet per sign in all other zoning districts.
 - c) Hanging post signs associated with commercial or individual home sales shall be removed within seven (7) days from the time the premises is sold, rented, or leased.
 - d) Hanging post signs associated with residential subdivision sales shall be removed when fifty percent (50%) of the planned subdivision has been occupied.
 - e) An extension of four (4) months may be approved at the discretion of the Community Development Director.
- 6) BANNERS. One (1) banner shall be permitted per parcel that meets the following provisions:

- a) Banners shall not exceed twenty-four (24) square feet in area are permitted for thirty (30) days, but can be renewed up to two times per calendar year for a total of ninety (90) days.
 - b) The banner shall be affixed by all four (4) corners to the building or posts where the use associated with the banner is located, except for Feather Banners which must be secured along one full side. **Banners may also be located on adjacent contiguous parcels that are under common ownership as the parcel where the use associated with the banner is located.**
 - c) Banners shall be associated with non-residential uses only.
 - d) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any banner.
 - e) Signs that are installed by local governments and mounted to light standards or placed on public property shall be permitted.
 - f) Exceptions for public events sponsored or promoted by the local government can be exempted at the discretion of the Community Development Director.
- 7) INFLATABLE OBJECTS. Inflatable objects shall be permitted, provided that they meet the following provisions:
- a) Inflatable objects shall not exceed more than one (1) per property or business use (whichever is greater) at any time.
 - b) No single inflatable object shall exceed ten (10) feet in height.
 - c) No property or business use (whichever is greater) shall make use of any inflatable sign objects or signs more than seven (7) consecutive days two (2) times per calendar year.
 - d) Inflatable objects shall be associated with non-residential uses only.
 - e) To ensure compliance with the regulations contained in this Chapter, a sign permit shall be required in order to erect, move, alter, change copy on, or reconstruct any inflatable object.
- 8) TEMPORARY WINDOW SIGNS.
- a) Window signs do not require a sign permit.
 - b) Temporary signs and decorations painted on or applied to windows and that are less than forty percent (40%) of the window area, shall be permitted.
 - c) All signs and/or decorations shall be removed within ten (10) days following the applicable holiday.
- 9) SIDEWALK, A-FRAME OR EASEL STYLE SIGNS.
- a) Sign composition material: Wood or metal (dry erase or chalk board style);
 - b) Setback from right-of-way: Must be situated to allow for clear passage with a minimum accessible sidewalk width of thirty-six (36) inches and compliance with the Americans with Disabilities Act;
 - c) In conjunction to a business establishment authorized on the subject lot; and
 - d) Number of signs allowed: One per establishment;
 - e) Maximum height: Three feet;
 - f) Sign area: No larger than six square feet;
 - g) All sidewalk signs shall be removed daily upon cessation of business hours and shall be stored indoors;
 - h) No sidewalk signs shall be lit, contain neon, or contain plastic construction or embellishment;
 - i) Evidence of neglect or dilapidation of any sidewalk sign shall provide cause for immediate removal; and

- j) Sidewalk signs shall not require a sign permit or authorization sticker affixed to the subject sign.
- 10) MODEL HOME/TEMPORARY SALES FACILITY SIGNS.

- a) Wall, awning, or ground signs shall be permitted on the lot of the sales facility and limited to an aggregate square footage not exceeding thirty-two (32) square feet of sign area.
- b) Individual model homes may have one (1) sign not to exceed four (4) square feet.
- c) Any signs located on model homes or temporary sales facility require a permit.

11) SIGNS PLACED ON PUBLIC RIGHT-OF-WAY

- a) Signs placed on public right-of-way are permitted only between the hours of 2:00 p.m. local time on Friday and 8:00 a.m. local time on Monday.
- b) Such signs may be no larger than six (6) square feet in size and no higher than forty (40) inches from grade.
- c) Such signs when located in areas other than within residential subdivisions shall be located no less than ten (10) feet from the street pavement and so as not to interfere or obstruct a motorist's view of pedestrian and vehicular traffic.
- d) Within residential subdivisions, such signs shall be permitted to be located between the street and sidewalk (without written permission) within the public right-of-way so long as they do not interfere or obstruct a motorist's view of pedestrian and vehicular traffic.
- e) Such signs shall not be placed so as to interfere with the corner vision clearance at intersections.
- f) Such signs shall not be placed on private property without permission of the property owner on whose property the sign is erected.
- g) No such signs shall be attached to any existing utility structure, tree, fence, or any existing public or private sign or sign structure.
- h) No person, group, organization or entity may place more than one (1) sign at a single corner or spaced closer than 500' apart.
- i) Signs which by color, location, or design resemble or conflict with traffic control signs or signals, or obstruct the view of an intersection, or a street or highway with a railroad crossing are prohibited.

Sec. 9.41 – CONVERSION TO A PERMANENT SIGN

- 1) No sign manufactured, designed, and otherwise intended for use as a temporary sign shall be used as a permanent sign.

Sec. 9.42 – ENFORCEMENT

- 1) The enforcement of violations of the provisions of this Chapter shall be controlled by Chapter II: Administration and Enforcement.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 7.03 – *Entrance/Drive Standards* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: July 12th, 2022

DATE: June 29, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 7.03 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to revise all references to driveway distances from streets in favor of referencing standards already in existence in the Development Code.

BACKGROUND: Staff has identified the need to revise Section 7.03 to remove Table 7.6 and make reference to Section 304.4 of the City Development Code. This change would be in tandem with changes to Section 9.04 in order to remove competing regulations that require driveways for commercial and industrial establishments to be located as much as 600' from an intersection along a state highway. The city has three regulations for curb cuts and all are different. This amendment will replace this language with references to the Development Code, which is enforced by the City Engineer.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

1. I move to approve the proposed amendment to Section 7.03 of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 7.03 – ENTRANCE/DRIVE STANDARDS

- 1) **INTENT.** The purpose of these entrance and drive standards is to provide for a safe and efficient vehicular and pedestrian transportation system by establishing minimum standards for site entrance drives, driveways, and interior drives.
- 2) **GENERAL ENTRANCE/DRIVE STANDARDS APPLICABLE TO ALL ZONING DISTRICTS.**
 - a) **General Requirements.** All driveways and interior drives shall conform to the following design requirements:
 - i) **Entrance Drives and Driveway Widths.** Entrance drives shall conform to the following minimum pavement widths up to and at the point which they intersect the public right-of-way. The distances for these standards shall be determined by measuring from the outside edges of the curb or pavement (whichever is more) of the entrance or drive at the public right-of-way which it accesses. The distance shall not include any acceleration or deceleration lanes or turning radii. The width shall be:
 - (1) Fourteen (14) feet per lane (exclusive of any medians) if from a non-residential or multifamily residential use onto any type of street, and
 - (2) Twenty-four (24) feet total if from a residential major subdivision onto any type of street.
 - (3) Twelve (12) feet for an individual residential driveway onto a local street and fourteen (14) feet for one and two-family residential driveways onto arterial or collector streets.
 - ii) **Design and Construction of the Parking Lot Entrance Drive.** For every new or converted multifamily, commercial, industrial and quasi-public use, the following standards shall apply:
 - (1) Length of entrance drive to be kept free of parking maneuvers (backing up, three-point turns, initial parking) shall meet the requirements of *Table 7.5: Parking Lot Drive Length*.
 - (2) Each ingress or egress aisle/driveway shall have a minimum width as identified in *Table 7.1: Parking Dimensions*, dependent on the angle of parking. Each aisle/driveway shall be so designed so as to provide for adequate turning and maneuvering. Each ingress or egress aisle/driveway shall be improved with hard, dust free surface materials (excluding gravel) from the street apron to the entrance of the parking area.
 - (3) There shall be no more than two (2) access ways providing for ingress or egress on any one street unless for good cause shown and approved by the City Engineer.
 - (4) Ingress and egress driveways shall not be used to meet the requirements of *Table 7.3: Minimum Parking Space Requirements* as stated in this section and thereby block the reasonable flow of vehicles to parking spaces. Parking arrangements within ingress and egress driveway areas shall be approved by the Planning & Zoning Commission.
 - iii) **Travel Direction.** The direction of travel for vehicles using entrances shall be as follows:
 - (1) All entrances providing access to a public right-of-way from all lots used for nonresidential or multifamily development shall be designed so that vehicles are traveling in a forward direction when entering and leaving.
 - (2) In no case may any entrance for any use, except residential uses, be designed to require a vehicle to back onto any arterial or collector street.
 - iv) **Shared Entrances and Drives.** Shared entrances and drives are encouraged for all uses in all zoning districts, specifically for any multifamily residential or nonresidential uses accessing a Major Collector or Arterial street.

- (1) Access Easements. All shared entrances and drives shall be constructed only in appropriate access easements. Easements must be recorded before usage commences.
- (2) Required Documentation. A permanent documentation of any shared entrance and drive agreement must be signed by all involved property owners. The permanent written agreement shall include, but is not limited to the following items: maintenance, snow removal, ownership, and liability. The agreement, which can be amended and assigned shall be reviewed and approved by the City Engineer and duly recorded with the County Recorder. Any changes to the agreements must be accomplished with the consent of the Community Development Director. A copy of the agreement shall be retained for the files of the Planning & Zoning Commission. The agreement shall be recorded prior to the issuance of the occupancy permit.

Table 7.5: Parking Lot Entrance Drive Length	
Parking Spaces	Distance in Feet
1-39	20
40-99	40
100-300	60
300 or more	60, plus 20 additional for each 500 additional parking spaces

- v) Internal Drives. Internal drives may be public or private streets that are part of the hierarchy of travelways in multifamily and commercial subdivisions, providing access to and connecting the main entrance drive, parking lots and outparcels.
 - (1) Commercial Area Internal Linkages. All uses located in a commercial zoning district shall provide interior drives that allow access between existing and proposed commercial uses on adjacent properties.
 - (2) The internal road minimum width shall be twenty (20) feet for multifamily and nonresidential uses and districts.
 - (3) The interior drives may be required to be curbed, provide pedestrian access and landscaping.
 - (4) Cross-Access Required. The drives must be designed as a single two-way drive or a pair of one-way drives that provide access between the parking lots and interior drives of all adjoining commercial uses.
 - (5) Separation. Interior drives providing cross-access between adjacent parcels shall be separated from the right-of-way of any such street by a minimum distance specified by the City Engineer (based on the vehicle stacking requirements of the entrance(s) to the property from the public street).
- vi) Curbs. All entrances and interior drives for property used for purposes other than agriculture, single-family residential, or two-family residential shall generally be completely curbed. Curbing shall not be required if, in the opinion of the City Engineer, the drainage system for the property shall be best served if curbs were not present.
- vii) Driveway Separations. Driveway locations shall conform to the requirements for separation in ~~Table 7.6: Minimum Distance from Drives to Nearest Intersection~~ **Section 304.4 of the City**

of Villa Rica Development Regulations.

3) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a)ix*.

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.



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: July 12th, 2022

DATE: June 29, 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 remove standards within this subsection addressing multifamily building orientation; reducing the depth of garages for all single-family attached developments; and introducing additional fenestrations for entryways.

BACKGROUND: Staff continues to make amendments as necessary to Section 9.03 to enhance the ordinance, and in turn enhance future multifamily and townhome developments approved within the city. Staff proposes to introduce additional fenestrations for townhomes to enhance the design of each unit, and reduce the depth of garages. Most two-car garages are 20' x 20', and with consultation with the Building Official and Community Development staff, we recommend that we reduce the depth from the existing 22' required. Staff also proposes to remove a portion of Section 9.03(2)(c) that requires multifamily buildings to be oriented towards a city road, street, common open space or clustered to form neighborhoods. This section has proven difficult to enforce as most multifamily projects do not have public street frontage or have considerable topographic issues preventing such orientation. The wordage of the section may prove arbitrary and staff recommends removal in order to allow for more creative site layouts moving forward.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

1. 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, loading doors, or similar service entrances opening toward or oriented to a public or private street.
 - 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. This distance may further be reduced to not less than twenty (20) feet should no window openings exist. The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.
 - 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 five (5) feet. The orientation of the buildings should be varied in order to lessen the massing. 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.
- 3) **OPEN SPACE.** Open space shall be required in conformance with *Section 7.13 – Open Space Requirements* and the requirements of the Zoning Ordinance.
- 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.

5) FAÇADE.

- a) Variation. Architectural detailing, horizontal/vertical offsets, window details and other features shall be provided on all sides of the building to avoid featureless building massing, enhance character and style, and reduce the visual scale.
- b) Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and at intervals of not greater than sixty (60) feet.
- c) Materials shall be durable and attractive. Visually heavier materials should be used as the building's foundation.
 - i) Exposed foundations shall be constructed of one or more of the following:
 - (1) Brick;
 - (2) Stone (limestone, granite, fieldstone, etc.); or
 - (3) Split-face, integrally-colored block or architectural pre-cast concrete that simulates natural material.
 - ii) Facade walls shall be constructed of any combination of the following. A minimum of forty (40%) percent shall be masonry.
 - (1) Stone;
 - (2) Wood clapboard siding;
 - (3) Brick;
 - (4) Stucco or "Drained" External Insulation and Finish System (Drainable E.I.F.S.), not to exceed twenty (20%) percent of the overall non-window facade area; or
 - (5) Cement fiber board (e.g., "Hardiplank").
 - iii) Facade Plane projections such as the following are encouraged:
 - (1) Veranda/balcony
 - (2) Sunroom
 - (3) Screened porch
 - (4) Breakfast nook
 - (5) Turret
 - iv) The facades of townhomes should be detailed to differentiate individual units.

- 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**

7) ROOF.

- a) Minimum Pitch for pitched roofs shall be five feet for every twelve feet (5:12) of rise over run.
- b) Materials. Quality roof materials such as tile, slate, standing-seam metal, three-dimensional asphalt or fiberglass shingles shall be used on all structures.
- c) Minimum Eave/Overhang Width. All multifamily buildings shall have eaves or overhangs a minimum of twelve (12) inches deep on all sides.
- d) Roof Articulation. Roofs shall display a variety of forms and articulation to reduce apparent scale. Elements such as dormers, gables, cross gables, hipped, secondary hipped or gabled roofs can be used to achieve this appearance.
- e) Flat roofs shall contain a cornice or molding, and vary in height or shape every fifty (50) feet.
- f) Rooftop mechanical equipment shall either be fully screened with architecturally compatible materials on all sides or visually integrated into the overall design of the building. In no case shall rooftop mechanical equipment be visible from adjoining streets, residential zones or uses.

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~~ **twenty (20) feet.**
- c) Minimum garage width shall be twelve (12) 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.
- 9) WINDOWS. Windows are required on all sides of the building that are:
- a) Adjacent to a street; or
 - b) Adjacent to a common area.
 - c) Windows should be enhanced with divided lights, grids, transom windows, keystone, lintels or trim/architrave.
- 10) DESIGN COMPATIBILITY. All structures within the multifamily development shall be compatible. Similar styles, color, architectural detail and materials shall be used for garages, carports, grouped mailboxes, laundry facilities, clubhouses, shelters, etc.
- 11) MECHANICAL AND UTILITY EQUIPMENT SCREENING. All mechanical equipment including ground-, roof-, and building-mounted, shall be completely screened from view. Screening can be achieved by landscaping, fences or walls for ground-placed equipment, and the use of parapet walls or other roof designs for roof-mounted equipment. Screening enclosures shall be architecturally compatible with the primary structure.
- 12) DUMPSTER AND STORAGE ENCLOSURE SCREENING. Dumpsters and storage area screening shall conform to the regulations of *Section 7.05 – Landscaping Standards*.
- 13) LANDSCAPING. Landscaping requirements are set forth in *Section 7.05 – Landscaping Standards*.
- 14)
- 15) LIGHTING. Standards for parking lot, site and building lighting are set forth in *Section 7.12 – Outdoor Lighting*.
- 16) NOISE AND VIBRATION STANDARDS. In residential/commercial mixed-use developments, the International Building Code (IBC) provides a minimum design requirement for unit-to-unit acoustical protection between floors. It requires a Sound Transmission Class (STC) rating or Impact Insulation Class (IIC) rating of 50. The International Residential Code (IRC) requires a minimum design separation of STC 45 for townhouses.
- a) Scope. This section shall apply to common interior walls, partitions and floor/ceiling assemblies between adjacent dwelling units or between dwelling units and adjacent public areas such as halls, corridors, stairs or service areas.
 - b) Airborne sound. Walls, partitions and floor/ceiling assemblies separating dwelling units from each other or from public or service areas shall have a sound transmission class (STC) of not less than 50 (45 if field tested) for air-borne noise when tested in accordance with ASTM E 90. Penetrations or openings in construction assemblies for piping; electrical devices; recessed cabinets; bathtubs; soffits; or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings. This requirement shall not apply to dwelling unit entrance doors; however, such doors shall be tight fitting to the frame and sill.
 - c) Structure-borne sound. Floor/ceiling assemblies between dwelling units or between a dwelling

unit and a public or service area within the structure shall have an impact insulation class (IIC) rating of not less than 50 (45 if field tested) when tested in accordance with ASTM E 492(09).

- d) Notwithstanding other sections of this title, it shall be unlawful for any person to create, maintain or cause any ground vibration which is perceptible without instruments at any point on any affected property adjoining the property on which the vibration source is located. For the purpose of this title, the perception threshold shall be presumed to be more than 0.05 inches per second RMS vertical velocity.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.04 – *Nonresidential Design Standards*
(Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: July 12th, 2022

DATE: June 29, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 9.04 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to revise all references to driveway distances from streets in favor of referencing standards already in existence in the Development Code. Staff also proposes to remove reference to the “Corridor Overlay Zone”, which is not a valid zoning category in the city.

BACKGROUND: Staff has identified the need to revise Section 9.04 in order to remove competing regulations that require driveways for commercial and industrial establishments to be located at minimum 200’ and as much as 600’ from an intersection along a state highway. The city has three regulations for curb cuts and all are difference. This amendment will replace this language with references to the Development Code, which is enforced by the City Engineer.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

1. I move to approve the proposed amendment to Section 9.04 of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 9.04 – NON-RESIDENTIAL DESIGN STANDARDS

- 1) APPLICABILITY. All non-residential development, with the exception of agricultural uses in agricultural zoning districts, shall meet or exceed the requirements of this section, in addition to all other applicable development standards established by this Ordinance. These non-residential standards shall apply to the following:
 - a) New structures with permits submitted on or after the effective date of this ordinance;
 - b) Expansions greater than thirty-five (35%) percent of pre-existing site, structure or building; and
 - c) Expansions to structures that may be less than thirty-five (35%) percent but result in a structural addition greater than 20,000 square feet in gross floor area.
- 1) SITE LAYOUT
 - a) Site planning which encourages compatibility between the site and the buildings and between all buildings on the site is encouraged. Where natural or existing topographic patterns contribute to a development, they shall be preserved and integrated. Modification to topography shall be permitted where it contributes to the overall development.
 - b) The orientation of buildings shall promote interaction with the street or city road and provide a pedestrian friendly environment. All primary and outparcel site buildings shall be arranged so that they complement existing development. The buildings shall frame a corner or enclose a “main street” type corridor. Buildings on islands surrounded by parking should be avoided.
 - c) Newly installed infrastructure and service revisions necessitated by exterior alterations shall be underground. To the extent possible, all existing overhead utilities shall be relocated underground.
- 2) ACCESS. Major and minor arterials and major collector streets must have reasonable restrictions as to the numbers and location of access points. To provide safe and sufficient traffic movement to and from adjacent lands:
 - a) Frontage roads, access roads, and other internal drives shall be constructed to create a hierarchy of roads for safe on-site circulation. These internal drives shall provide pedestrian access and landscaping.
 - b) Shared access shall be coordinated with contiguous lots. Access at the side or rear of buildings is encouraged.
 - c) New access points onto the major and minor arterials ~~within the corridor overlay zone~~ shall be coordinated with existing access points whenever possible and approved by the City Engineer.
 - d) Cross-access easements shall be required between adjacent compatible developments.
 - i) ~~No curb cuts shall be within two hundred (200) feet of any intersection of public roads, and no curb cut shall be within six hundred (600) feet of any intersection along SR61.~~ **All curb cuts shall meet horizontal and vertical sight distance requirements as set forth in Section 304.4 of the City of Villa Rica Development Regulations. The distance from the centerline of the driveway entrance to the centerline of the nearest street intersection shall not be less than 150 linear feet.**

- ii) Opposing curb cuts shall align squarely or be offset no less than one-hundred twenty-five (125) feet.
 - iii) Stub Streets shall be built in all cases where adjacent lots have reasonable potential for development.
 - e) Entry Drive. The commercial entry drive should be appropriate to the size of the development, incorporate signage, lighting, landscaping and set the tone for the development.
 - f) No buildings or paved areas (other than access drives) may be located closer than fifty (50) feet to any area used or zoned for residential purposes.
- 3) PARKING LAYOUT. In addition to the minimum requirements, a maximum of fifty (50%) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be to the rear or side of the primary building. Refer to *Section 7.02 – Off-Street Parking and Loading* for parking standards.
- 4) CART CORRALS. Cart corrals for developments over fifty-thousand (50,000) square feet shall be curbed, and may be landscaped and covered.
- 5) PEDESTRIAN FACILITIES.
- a) A connection shall be established from abutting streets with sidewalks to the entrance of primary structures through the use of sidewalks and special demarcation.
 - b) Pedestrian areas in parking lots or across interior drives shall be demarcated with special paving, color or height change, or striping for increased safety.
 - c) Sidewalks shall be a minimum of six (6) feet wide and shall connect the commercial areas to adjacent residential, office and recreational uses.
 - d) Sidewalks in Industrial Districts shall be required on at least one (1) side of each street.
 - e) Sidewalks adjacent to customer entries shall be a minimum of eight (8) feet wide.
- 6) ARCHITECTURAL DESIGN. All non-residential building walls shall have architectural features which increase visual interest, reduce undifferentiated masses and relate to the pedestrian scale.
- a) Facades. Facades shall have a defined base or foundation, a middle or modulated wall, and a top formed by a pitched roof or articulated cornice, in each instance appropriate to the building style.
 - b) Offsets and Projections. Buildings with continuous facades that are ninety (90) feet or greater in width shall be designed with offsets (projecting or recessed) not less than two (2) feet deep, and over intervals of not greater than sixty (60) feet.
 - c) Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) percent of the total ground level facade.
 - d) Exterior materials. Building facades may be constructed from wood, stone, masonry, E.I.F.S., hard-coat stucco, cement fiber board, split-face, textured concrete, heavy gauge vinyl (min. 0.46mm), metal or glass or other materials which provide the same desired quality. Similar building materials should be used throughout a development with multiple buildings. Products other than those listed below must be approved by the Community Development Director or his/her duly appointed designees.
 - i) Buildings constructed of metal shall be permitted only in the Single-Family Agricultural (AG)

- and Industrial, Medium-Density (I2) districts.
- (1) Buildings that do not exceed fifty (50%) percent metal shall be permitted in the Industrial, Low-Density (I1) and Commercial, Medium-Density (C2) zoning districts, and must contain other design elements such as concrete or masonry bases, pitched roofs, enhanced entries or color variation.
 - ii) Structures shall be constructed using a minimum of fifty (50%) percent masonry as described below.
 - (1) Masonry construction may consist of brick, granite, sandstone, slate, limestone, marble, or other hard and durable all-weather stone. Ashlar, cut stone, and dimension stone construction techniques are acceptable.
 - (2) Brick material used for masonry construction shall be composed of hard-fired all-weather standard size brick or other all-weather facing brick.
 - (3) Concrete finish or precast concrete panels shall be textured using the following techniques: exposed aggregate, bush-hammered, sand-blasted, or other concrete finish as approved by the Director or his/her duly appointed designee. Concrete masonry units (CMU or block) shall be textured or split-face, and otherwise not smooth.
 - (4) Office uses may use: Architectural metal panels, glass (up to 75% of the façade area) and ornamental metal.
 - e) Roof Design. The materials and finishes for roofs shall complement those materials used for the exterior walls. Roofs may be pitched, use stepped parapet walls, three dimensional cornices, dimensioned or integrally-textured materials, or be sloped with overhangs and brackets. Parapets shall not exceed more than one-third (1/3) the height of the supporting wall (above the floor of which they are located).
 - f) Four-sided Architecture. The architectural style, materials, color and design on the front elevation shall be applied to all elevations of the structure adjacent to a public street, primary internal drive or residential zoning district.
 - i) Blank, windowless walls are prohibited along facades enfronting a public way, except where a building enfronts multiple streets. In the latter case, it was not historically uncommon for buildings (especially commercial or mixed-use ones) to orient towards the more intensely developed street. As such, along the first story of enfronting mixed-use and commercial facades this requirement may be waived by the Director along streets that are predominantly residential in character when:
 - (1) The first twenty (20) feet of said facade meets the above requirements, and
 - (2) The area beyond the first twenty (20) feet is treated with architectural detailing, such as pilasters, false windows, or similar features.
 - g) Color. Compatible materials and colors should be used throughout to unify development. The colors should reflect natural tones of the environment and be subtle, harmonious and non-reflective. Accents shall be compatible.
 - h) Entry Features. Entryway features are only required at the primary entrance to the structure and shall include elements such as: covered entries, integral planters, awnings, raised corniced parapets over the door, peaked roof forms having an average slope greater than or equal to a minimum 5:12 pitch, arches, or architectural details such as tile work and moldings that are

integrated into the building structure and design.

- 7) MAINTENANCE. The exposed walls and roofs of buildings shall be maintained in a clean, orderly, and attractive condition, and be free of cracks, dents, punctures, breakage, and other forms of visible marring. Materials that become excessively faded, chalked, or otherwise deteriorated shall be refinished, repainted, or replaced.
- a) Refuse and waste removal areas, loading berths, service yards, storage yards, and exterior work areas shall be screened from view with fencing, walls or landscaping.
 - b) All accessory buildings and structures shall be constructed with materials that are similar and compatible with materials used in the principal structure.
- 8) MECHANICAL EQUIPMENT SCREENING AND PLACEMENT.
- a) Roof-mounted equipment on exposed roofs shall be completely screened from view. The appearance of roof screens shall be coordinated with the building to maintain a unified appearance.
 - b) All ground- and building-mounted mechanical and electrical equipment shall be screened from view. The screens and enclosures shall be treated as an integral element of the building's appearance. Landscaping may be used for this purpose.
 - c) Ground-mounted, commercial-grade mechanical equipment such as walk-in freezers.
 - i) Design. The unit shall be screened by a masonry wall that complements the architecture of the primary structure. Walls attached to the primary structure shall be designed as an architecturally integrated part of the primary structure. The wall shall be sufficient to dampen any noise generated while the unit is in operation.
 - ii) Height. The wall shall be equal to the height of the unit plus two (2) feet.
 - iii) Access. The enclosure shall be accessed via an opaque gate.
 - iv) Orientation. The gate shall not face a residential property, or a right-of-way within fifty (50) feet.
 - v) Setback. All mechanical equipment shall be located a minimum of fifty (50) feet from the property line, and shall not be located within a front or side setback.
 - d) Utility substations shall be screened with a fence that is at least fifty (50%) percent opaque and at least eight (8) feet in height, and the exterior wall of the fence shall be landscaped with a Type 1 Buffer yard comprised solely of evergreen species.
 - i) The fence may not be chain-link.
- 9) SIGN STANDARDS. Signage shall be designed to be an integral part of the architectural and landscaping plans. The colors, materials, and style of signage shall be architecturally compatible and accentuate the buildings and landscaping on the site. The colors, materials, and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates. Signs shall be in conformance with the *Villa Rica Sign Ordinance*.
- 10) LANDSCAPE PLAN. Landscaping shall be in conformance with *Section 7.05 – Landscaping Standards*. Plans shall be prepared and submitted with the Development Plan.
- a) Landscaping materials selected should be appropriate to local growing and climatic conditions.

Wherever appropriate, existing trees should be conserved and integrated into the landscaping plan; credit toward required in-kind landscaping may be given.

- 11) SITE AMENITIES. Site amenities provide attractive spaces and the possibility of interaction. Site amenities such as patios, plazas, mini-parks, squares, water features and public art should be incorporated in the required open space for the development.
- 12) LIGHTING. Lighting shall be in conformance with *Section 7.12– Outdoor Lighting*.
- 13) OPERATIONAL COMPATIBILITY WITH SURROUNDING DEVELOPMENT. The Planning & Zoning Commission may impose conditions on the approval of a project including but not limited to:
 - a) the placement of trash receptacles;
 - b) location of delivery and loading zones;
 - c) hours of refuse removal; and
 - d) hours of sign illumination.
- 14) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix*.



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

CASH

	05-31-2021	05-31-2022
Total Cash & CD	\$ 25,940,045	\$ 29,332,599
General Fund	\$ 10,021,292	\$ 9,927,510
Water/Sewer Fund	\$ 5,690,199	\$ 7,127,032
Sanitation/Solid Waste	\$ 74,849	\$ 213,953
2015 Carroll SPLOST	\$ 2,181,118	\$ 1,299,020
2016 Douglas SPLOST	\$ 2,247,659	\$ 2,729,835
2021 Carroll SPLOST	\$ 4,728,502	\$ 5,675,722

SELF-FUNDED INSURANCE

BANK BALANCE **\$1,127,946**

Contributions		Expenses		Savings
Employer + Employee		Admin + Claims Paid		Difference
Oct - Dec '21	523,570	Oct - Dec '21	455,990	67,580
Jan - Mar '22	535,835	Jan - Mar '22	409,089	126,746
Apr '22	180,592	Apr '22	65,377	115,215
May '22	177,795	May '22	140,300	37,495
TOTALS	\$ 1,417,792	\$ 1,070,756		\$ 347,036

Hotel / Motel Tax

	May 2021	May 2022	
	YTD Amount	YTD Amount	
Oct - Dec	\$ 25,101	\$ 40,812	63%
Jan - Mar	65,876	97,461	48%
Apr.	23,468	32,882	40%
May	32,449	40,487	25%
	\$ 146,894	\$ 211,642	

GROWTH

	May 2021		May 2022	
Residential	#	YTD Amount	#	YTD Amount
Building Permits	74	\$ 239,773	43	\$ 86,913
Water Taps	50	\$ 75,000	65	\$ 97,500
Sewer Taps	80	\$ 320,000	65	\$ 260,000

OTHER HIGHLIGHTS

	May 2021	May 2022
	One Month	One Month
Carroll Co Sales Tax	\$ 158,862	\$ 182,698
Douglas Co Sales Tax	\$ 135,651	\$ 151,757

BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER		May 2021	May 2022
Water Revenue	\$	2,299,965	\$ 2,284,162
Sewer Revenue		2,981,726	2,999,608
Water & Sewer Taps		655,900	756,350
Misc. Revenue		277,244	144,856
Transfers In		7,651	6,002,008
Total Revenue	\$	6,222,486	\$ 12,186,984
Utility Administrator	\$	243,093	\$ 313,035
Sewer Expenses		924,909	1,437,444
Water Expenses		775,064	824,206
Dist./Coll. Expenses		595,371	610,481
Interest/Fiscal Agent Expense		2,000	2,047
Depreciation		1,085,293	1,108,000
Transfers Out - Debt Service		1,914,591	1,805,784
Transfers Out - General Fund		790,097	873,158
Total Expenses	\$	6,330,417	\$ 6,974,154
Net Income (Loss)	\$	(107,931)	\$ 5,212,830

**SANITATION/
SOLID WASTE**

	May 2021	May 2022
Sanitation Revenue	\$ 636,757	\$ 692,346
Solid Waste Revenue	291,893	296,008
Transfers In/Misc.	1,889	18,985
Total Revenue	\$ 930,539	\$ 1,007,339
Sanitation Expenses	\$ 500,140	\$ 512,942 *
Solid Waste Expenses	258,480	279,034
Depreciation	42,090	43,333
Transfers Out - General Fund	67,232	40,041
Total Expenses	\$ 867,942	\$ 875,350
Net Income (Loss)	\$ 62,596	\$ 131,989

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

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