

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

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

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

August 9, 2022 | 10:00 AM

Review of the Agenda (Mayor Gil McDougal)

A. Human Resources (Lena Taylor, Director)

1. Insurance Renewal Agreements for Partially Self-Funded Medical Insurance
2. Medical Premiums for Plan Year to be Effective October 1, 2022

B. Governing Body (Mayor Gil McDougal)

1. Approval of Temporary Signage for 17th Annual Villa Rica Frontiers' Rodeo (Tracy Jarvis, Community Development Director)
2. Resolution Regarding Intergovernmental Agreement for Local Option Sales Tax Distribution in Carroll County (C. David Mecklin, City Attorney)
3. Resolution Regarding Intergovernmental Agreement for Special Local Option Sales Tax Distribution - Douglas County (C. David Mecklin, City Attorney)
4. Contract for Billboard at Butterballs Property (C. David Mecklin, City Attorney)
5. Grant and Acceptance of Access and Utility Easements for Watermist Phase III (C. David Mecklin, City Attorney)

C. Community Development (Tracy Jarvis, Director)

1. VA-08-22 - Ridge Cole - Villa Trace Apartments - Stream Buffer Variance and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
2. VA-09-22 - Ridge Cole - Villa Trace Apartments - Building Orientation Variance and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
3. VA-10-22 - Benchmark United, Inc. of Douglasville, GA has requested three variances from Section 7 (Development Standards) and one variance from Section 9.04(6)(b) (Nonresidential Design Standards) of the Villa Rica Zoning Ordinance at 108 Boggs Road and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
4. VA-11-22 - Buildmore Enterprise Services, LLC - 818 White Street - Front and Rear Yard Setback Variance Request and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
5. Amendment to Section 8.20 - *Manufactured Homes* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)

6. Amendment to Section 9.01 - *Residential Design Standards* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
7. Amendment to Section 9.02 - *PUD Design Standards* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
8. Amendment to Section 9.03(c) - *Multifamily and Single -Family Attached Design Standards* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
9. Amendment to Section 4.04 and Table 4.4 - Residential Lot Standards (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
10. Gold Dust Recreation Gymnasium Insulation (Nic Griffin, Building Maintenance Manager)

D. Economic Development (Janet Chumley, Manager)

1. 2022 DDA Board Re-Appointment

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

1. Recreation Advisory Commission Appointment (Tracie Ivey, Director)
2. Library Advisory Board Appointment (Rachel Linn, Library Manager)
3. Library Advisory Board Appointment (Rachel Linn, Library Manager)
4. Library Advisory Board Appointment (Rachel Linn, Library Manager)
5. Three Rivers Agreement Renewal (Tracie Ivey, Director)

F. Police (Chief Michael Mansour)

1. In-Car Laptop Computers
2. Exterior Ballistic Vest Carriers for VRPD Officers
3. Equipment Pouches for VRPD Officers

G. Public Works (Bobby Elliott, Director)

1. Considerations on Adding Speed Humps as Traffic Calming Devices on Cleghorn Street and South Dogwood Street (Bobby Elliott, Director)
2. Flowers Bakery Culvert Replacement - Bid Recommendation

H. Utilities (Pete Zorbanos, Director)

1. Purchase of Portable Bypass Pump (Erick Broz, Wastewater Manager)
2. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Erick Broz, Wastewater Manager)
3. Parkson Drum Screen Improvements (Erick Broz, Wastewater Manager)

I. Finance (Jennifer Hallman, Finance Director)

1. FY22 Budget Amendments - #299 - #304

2. Adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool

J. City Manager (Tom Barber)

1. Approval of Work Order 17003.19a with Brennan Jones to Design the Relocation of the Shoreline Lift Station
2. Resolution of Support - Georgia Outdoor Stewardship Program (GOSP) Application and Match Commitment (Chris Montesinos, Director of Special Projects)
3. Approve Utility Relocation Agreement with GDOT for North Bypass

K. Consent Agenda Review (Mayor Gil McDougal)

L. Public Comment (Mayor Gil McDougal)

M. Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Insurance Renewal Agreements

AGENDA DATE: August 9, 2022

DATE PREPARED: August 1, 2022

PREPARED BY: Sarah Andrews

AMOUNT: \$127,076

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve insurance renewal agreements for partially self-funded medical insurance.

BACKGROUND:

Strongside Solutions marketed all lines of insurance for the 1-1-2022 renewal. The medical and ancillary lines of coverage were set for a 9-month period renewing 10-1-2022. This new insurance effective date will align the City of Villa Rica's insurance plan year with our fiscal year. Strongside Solutions did not market Fully Insured and Level Funded medical insurance plans for the 10-1-2022 renewal because they had been marketed earlier this same year.

The 10-1-2022 medical renewal was a 12.6% increase or \$228,385 increase annually. Strongside Solutions negotiated the renewal down to 7% increase or \$127,076 Annually. The PHCS Network increased their fee \$0.20/ Per Employee Per Month.

Strongside Solutions negotiated 0% increase on Dental, Vision, Basic Life, Voluntary Life, Short Term Disability, Long Term Disability, Accident and Critical Illness lines of coverage.

The City of Villa Rica has also made the following plan enhancements to better the medical insurance coverage to our employees and their families:

- Remove the Northside exclusion
- Cover Colonoscopies and Mammograms, starting at age 35, 100% plan paid

Below are the documents necessary to renew the insurance plan from 10-1-2022 / 9-30-2023:

Documents to be approved:

- Acceptance of Rates
- Allied Administrative Service Agreement
- Stop Loss Application

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the City Manager to sign the agreements listed above for plan year to be effective October 1, 2022 through September 30, 2023 and authorize renewal all other lines of coverage with current rates.



Acceptance of Rates and Terms

City of Villa Rica

October 1, 2022 - September 30, 2023

Contract Terms	
Provider Network	PHCS
Specific Stop Loss Coverage	Nationwide Life Insurance Company
Specific Deductible	\$50,000
Specific Contract	12/18
Specific Coverage	Medical, Rx
Aggregate Stop Loss Coverage	Nationwide Life Insurance Company
Aggregate Contract	24/12
Aggregate Coverage	Medical, Rx
Aggregate Aggregate Run In Limit	\$226,479

Employee Census	
Single Employees	72
Employee + Spouse Employees	17
Employee + Child(ren) Employees	33
Family Employees	23
Total Employees:	145

Administrative Fees	
Medical Administration Fee	\$42.50
PBM Coordination Fee	\$3.00
Managed Care Access Fee - PHCS	\$9.22
Utilization Review	\$2.52
Teladoc	Included
PHIA Coordination Fee	\$2.00
Broker Management Fee	\$42.75
Annual Administration Fee	\$3,250.00
Total Monthly Costs:	\$14,788.55
Total Annual Costs:	\$180,712.60

Medical Stop Loss Premiums	
Single Specific Premium	\$108.06
Employee + Spouse Specific Premium	\$233.37
Employee + Child(ren) Specific Premium	\$185.18
Family Specific Premium	\$377.96
Aggregate Premium	\$10.59
Aggregate Accommodation Fee	\$2.50
Aggregate Terminal Liability Fee	\$1.50
Total Monthly Costs:	\$28,667.18
Total Annual Costs:	\$344,006.16

Organ Transplant *	
Organ Transplant Carrier	HCC Life
Single Organ Transplant Premium	71 \$6.11
Family Organ Transplant Premium	74 15.16
Total Monthly Costs:	\$1,555.65
Total Annual Costs:	\$18,667.80

Total Annual Fixed Cost	\$543,386.56
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Aggregate Liability	
Single Aggregate Factor	\$487.87
Employee + Spouse Aggregate Factors	\$1,122.10
Employee + Child(ren) Aggregate Factors	\$878.17
Family Aggregate Factor	\$1,853.91
Total Monthly Aggregate:	\$125,821.88
Total Minimum Annual Aggregate:	\$1,509,862.56

Maximum Plan Exposure	\$2,053,249.12
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Expected Cost	\$1,751,276.61
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*Organ Transplant premiums are not final. 2022 premiums contingent upon receipt of renewal from carrier.

The Plan's Minimum Annual Attachment point (MAAP) is calculated by the carrier at the time of underwriting.

Rates and Factors are based on claims and enrollment data to date. Final factors may be revised based on additional data. Allied Benefit Systems, LLC shall not be bound by any typographical errors contained herein. After discovery of such errors, equitable adjustments will be made.

The above has been reviewed and approved.

Signature

Date

Print

Title

**SECOND AMENDMENT TO ADMINISTRATIVE
SERVICES AGREEMENT
GROUP NO. A20110**

This Second Amendment to the Administrative Services Agreement ("Agreement"), by and between City of Villa Rica (hereinafter referred to as "Employer") and Allied Benefit Systems, LLC (hereinafter referred to as "Claims Processor"), is effective October 1, 2022. All provisions in the Agreement shall remain the same, except for the following:

Exhibit B is deleted in its entirety and replaced with the following:

EXHIBIT B

October 1, 2022 through September 30, 2023

**Schedule of Fees
and
Allied Benefit Systems, LLC .
ERISA Prohibited Transaction Class Exemption
77-9 and 84-24 (PTE 77-9 and 84-24)
Disclosure Statement**

SCHEDULE OF FEES

I. Administrative Fees

a) Medical (per employee per month)	\$ 42.50
b) PBM Coordination (per employee per month)	\$ 3.00
c) Annual Administration Fee	\$ 3,250.00

II. Allied Advocate

Allied Advocate	25% of savings
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Dialysis Claims Management Strategy (DCMS):

DCMS Savings: The administrative fee for DCMS is 25% of the first three months of the Benefit Plan savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable.

Catastrophic Claims Management Strategy (CCMS):

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings

constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Surgical Center Claims Management Strategy (SCCMS):

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Ambulance Claims Management Strategy:

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Form CMS-1500 Claims Management Strategy:

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims

Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Infusion Therapy Claims Management Strategy:

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

I. Subrogation

Subrogation Recovery Fee	<u>25% of recovery</u>
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II. Printing

a) Summary Plan Descriptions	<u>Cost to Print + 20%</u>
b) I.D. Cards	<u>Included</u>
c) All Other Miscellaneous Printing	<u>Cost to Print + 20%</u>

III. Managed Care Fees

a) PPO Access Fee	<u>\$ 9.22</u>
b) Utilization Review Fee	<u>\$ 2.52</u>
c) PHIA Coordination Fee	<u>\$ 2.00</u>
d) Telemedicine	<u>Included</u>
e) Case Management	<u>\$ 130 per hour</u>
f) ECM (Enhanced Case Management)	<u>\$ 250 per hour</u>
g) Medical Review	<u>Nurse: \$136/case Physician \$266/case</u>
h) External Review Including Independent Review Organization ("IRO")	<u>Cost Per Review</u>

IV. Commission

a) Stop Loss Commission	<u>Placed by Broker</u>
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V. Broker Fees

a) Broker Management Fee	<u>\$ 42.75</u>
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VI. Recalculation of Claims

a) Recalculation constitutes	<u>\$ 15.00 per claim</u>
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the reprocessing of a claim by Claims Processor, resulting from 1) a retroactive change in Benefit Plan terms or 2) a new direction/interpretation from Employer to be applied retroactively, subsequent to the original processing of the claim

In the event Employer terminates this Agreement with less than thirty (30) days written notice to Claims Processor, a fee equal to the total administrative fee charged for one (1) month shall be immediately due and owing. All other fees due and owing shall continue to be paid as billed.

Increased expenses incurred by reason of changes in the Benefit Plan, the selection of any other vendor and corresponding services, or any increase in fee from your vendor, will give the Claims Processor the right to adjust the fees effective on the date such changes are effective. Claims Processor also reserves the right to adjust fees on any date that increased expenses are incurred by reason of 1) a change imposed by any governmental entity, 2) a revised interpretation of an existing requirement, or 3) the enactment of a new law or regulation. Any tax or penalty assessed against Claims Processor as either a direct or indirect result of the existence and/or administration of the Benefit Plan will be the responsibility of the Employer to pay. The fee adjustments referenced above will be limited to the increased expenses incurred solely as a result of the reason for the adjustments, and whenever reasonably possible, the Employer will be provided 30 days written notice prior to the changes.

The fees are also subject to change by Claims Processor as of the anniversary date of each year during the continuation of the Agreement, as well as by reason of a greater than 15% change in enrollment at any time from the Effective Date of this Agreement. Fees charged by other vendors are subject to change based on the terms of their agreements.

If Employer fails to pay any amounts owed to the Claims Processor within 30 days after such amounts are due, the Claims Processor may offset such amounts against any amounts owed by, or payable from, the Claims Processor to Employer.

DISCLOSURE STATEMENT

I. Introduction

Allied Benefit Systems, Inc. ("Allied") is a third party administrator providing services to the City of Villa Rica Employee Benefits Plan. PTE 77-9 and 84-24, as issued by the Internal Revenue Service and the U.S. Department of Labor, permit the receipt of reasonable compensation by certain enumerated interested parties, including third party administrators and brokers, for services rendered in connection with the sale of insurance contracts if proper disclosure is made and the transaction is approved by the appropriate independent plan fiduciaries. PTE 77-9 and 84-24 require that the transaction be at arms length and in the best interests of the plan participants. This Disclosure Statement serves to satisfy the disclosure requirement of PTE 77-9 and 84-24. This information is provided on the condition that it be held in confidence by the Employer.

- A. Employer: City of Villa Rica
- B. Plan name: City of Villa Rica Employee Benefits Plan
- C. Plan administrator and plan fiduciary: City of Villa Rica
- D. Stop-loss insurance carrier: Nationwide Life Insurance Company
- E. Pharmacy Benefit Manager: US-Rx Care / Angel Rx
- F. Preferred Provider Organization: PHCS
- G. Utilization Review/Case Management/Medical Review Vendor: American Health Holding, Inc.
- H. Broker/Consultant Name: Strongside Solutions

II. Affiliation

Allied is an independently owned third party administrator. Allied is not affiliated with any stop-loss or life insurance carrier, including the carriers mentioned above, or the other vendors mentioned above. Allied is not limited by any agreement with such carriers or vendors in its ability to recommend insurance contracts or services. Allied's services to the Plan are purely ministerial in nature and shall be performed, without any discretionary authority or control, within the framework established by the employer. Allied is not the plan fiduciary, trustee or

plan administrator for the Plan. The plan administrator and plan fiduciary referenced above retain the exclusive discretionary authority and control to manage the Plan and the disposition of its assets, to establish plan benefit conditions and procedures, and to review the application of such policies and conditions.

III. Commissions and Fees

The commissions, expressed as a percentage of the gross annual premium, and fees paid to Allied, the broker and/or consultant, and other vendors are referenced above.

Allied may receive compensation for the services provided in 2(m) of the Agreement in the form of amounts added to the net fee charged by other vendors. Allied may also receive a production bonus from any of the entities referenced in section (I) of this Disclosure Statement, or rebates from the pharmacy benefit manager, based on Allied's volume of business with these vendors. Allied may receive from a financial institution, payment vendor or other repricing vendors, compensating balance credit or interest for funds held on deposit or other incentive payments.

IV. Acknowledgement and Approval

City of Villa Rica, the plan fiduciary and plan administrator of the City of Villa Rica Employee Benefit Plan: (1) acknowledges receipt of the foregoing and represents that it has read and understands the foregoing; (2) on behalf of the Plan, approves the purchase of the insurance and other related products, the receipt of the sales commissions, and an execution of the administrative service agreement with Allied; (3) acknowledges it will not receive directly or indirectly any compensation or consideration from any party dealing with the Plan in connection with the matters described above; and (4) acknowledges it will maintain the information in this Disclosure Statement in confidence and will not disclose this information to any other party, except the Internal Revenue Service or the U.S. Department of Labor, without the prior written consent of Allied Benefit Systems, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered on the day and year first above written.

FOR THE EMPLOYER:

BY: _____

TITLE: _____

DATE: _____

FOR THE CLAIMS PROCESSOR:

BY:  _____

TITLE: VP of Administration _____

DATE: 8/1/22 _____

ALLIED BENEFIT SYSTEMS, LLC
200 West Adams
Suite 500
Chicago, IL 60606
(312) 906-8080



Nationwide Life Insurance Company

Home Office: Columbus, Ohio

APPLICATION FOR STOP LOSS INSURANCE COVERAGE ("APPLICATION")

☐ New ☒ Renewal

Application is hereby made to **Nationwide Life Insurance Company** ("Company") for Aggregate and/or Specific Stop Loss Insurance. This Application must be accepted and approved by the Company prior to the Contract being in effect.

1. Full Legal name of Policyholder City of Villa Rica
2. Main contact at Policyholder Lena Taylor
3. Address 571 W. Bankhead Highway
4. City, State, ZIP Code Villa Rica, GA 30180
5. Subsidiary or affiliated companies (companies under common control through stock ownership, contract or otherwise with access to the Plan) that are to be included. List legal names and addresses of such companies.
N/A
6. Other locations. Include city, state and ZIP code.
N/A
7. Nature of Policyholder's Business
9111: Executive Offices
☐ Corporation ☐ Partnership ☐ Proprietorship ☒ Other _____
8. Has the Policyholder ever voluntarily applied for relief in the Bankruptcy Court?
☐ Yes ☒ No If yes, explain

9. Enter the full name of the Policyholder's Plan
City of Villa Rica Employee Benefit Plan
10. Name and address of Policyholder's Third Party Administrator
Allied Benefit Systems, LLC
200 W. Adams St., Chicago, IL 60606
11. Name of Utilization Review Provider and/or Preferred Provider Organization(s).
PPO = RBP- Allied Advocate / PHCS for Physicians and Facilities utilizing the Allied Advocate cost containment (Level 1 Savings-25% of savings capped at \$3,000, Level 2 Savings 25% of savings).
UR = American Health Holding
12. Proposed Effective Date 10/01/2022

13. Total eligible Covered Persons _____ Estimated initial enrollment 145
14. Are retirees covered? ☐ Yes ☒ No
15. Deposit premium \$ _____
16. Policyholder's writing agent or broker Wendell Strickland of Strongside Solutions LLC
 Social Security No. or Tax ID 37-1718054
 Address 12850 Hwy 9N, Suite 600-111, Alpharetta, GA 30004
17. Where is the Stop Loss Contract and other correspondence to be mailed (name and address, if other than listed above)?
Email to Terry Harp of Strongside Solutions LLC:tharp@strongsidesolutions.com
Email to Wendell Strickland of Strongside Solutions LLC:wstrickland@strongsidesolutions.com

Persons to be covered under the Stop Loss Contract: Covered Units who meet the eligibility requirements as set forth under the Policyholder's underlying Plan, except an individual or dependent who is listed in the Special Conditions and/or Limitations section of this Application or who is required to be disclosed in the Stop Loss Disclosure Statement - unless the individual is named on the Stop Loss disclosure statement and approved by the Company.

SCHEDULE OF STOP LOSS

Coverage under the Stop Loss Contract is applicable only during the Contract Period from 10/01/2022 to 10/01/2023, and is further subject to all the terms and conditions of the Contract, unless specified below.

A. Aggregate Stop Loss ☒ Yes ☐ No

Benefit Period: Eligible Plan Losses

Incurred from 10/01/2021 through 09/30/2023, and

Paid from 10/01/2022 through 09/30/2023

Losses Incurred prior to the Effective Date will be limited to \$226,479.

Coverages applying to Aggregate Stop Loss include:

- ☒ Medical ☒ Prescription Drug Card Program
- ☐ Dental Care ☒ Mail Order Prescription Drug Card Program
- ☐ Vision Care ☐ Weekly (Disability) Income
- ☐ Other _____

Aggregate Percentage Reimbursable 100%
 (excess of Attachment Point)

Monthly Aggregate Factors:

	Single	EE+SP	EE+CH	EE+Fam
Medical	\$487.87	\$1,122.10	\$878.17	\$1,853.91
TLO	\$565.93	\$1,301.64	\$1,018.68	\$2,150.54

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C. SPECIAL CONDITIONS AND/OR LIMITATIONS:

- Actively At Work is waived for those claimants disclosed.
- Rates and factors shown above assume the current schedule of benefits.
- All documentation provided for Disclosure is on file with AccuRisk Solutions, LLC.

- Rx rebates will be reduced from all aggregate reimbursement, regardless of how the plan appropriates them.

- The Minimum Annual Aggregate Attachment Point including TLO is \$1,947,723

- RBP - Allied Advocate / PHCS for Physicians and Facilities utilizing the Allied Advocate cost containment (Level 1 Savings - 25% of savings capped at \$3,000; Level 2 Savings - 25% of savings).

- Rates and Factors assume there is a fully insured transplant policy that is primary, therefore the plan is secondary. All transplant claims will be reimbursed on the basis the transplant policy is in force, whether in force or not.

- After the initial 24 months, AccuRisk Solutions will only honor an AOR change on the policy anniversary. If any of the vendor programs in place are changes, AccuRisk Solutions retains the right to revise the stop loss pricing.

- Our rates and factors assume the Angel-Rx program remains in place.

- LCM Company: American Health Holding
- Pre-cert Company: American Health Holding
- Rx Company: US-Rx Care - Rx Cost Containment: AngelRX

Exclusion 9 of the policy has been modified to read as follows:

Experimental or Investigational treatment, procedure, service, supply or drug, as defined in this Contract, except that this limitation shall not apply to routine items and services that: (a) would have been Eligible Claim Expenses had they not been Incurred during an approved clinical trial; and (b) are provided during an approved clinical trial as required and defined under regulation.

Also, this limitation does not apply to expenses incurred for an approved clinical trial program for treatment of children's cancer. This means a Phase II and III prescription drug clinical trial program in this state, as approved by the federal Food and Drug Administration or the National Cancer Institute for the treatment of cancer that generally first manifests itself in children under the age of 19 and satisfies the following criteria: (a) the drug tests new therapies, regimens, or combinations thereof against standard therapies or regimens for the treatment of cancer in children, introduces a new therapy or regimen to treat recurrent cancer in children, or seeks to discover new therapies or regimens for the treatment of cancer in children which are more cost effective than standard therapies or regimens; and (b) has been certified by and utilizes the standards for acceptable protocols established by the Pediatric Oncology Group, Children's Cancer Group, or the Insurance Commissioner. Furthermore, the exclusion does not apply to a drug on the grounds that the drug has not been approved by the federal Food and Drug Administration for the particular indication if any of the following conditions are met: a) The drug is recognized for treatment of the indication in at least one standard reference compendium; and b) The drug is recommended for that particular type of cancer and found to be safe and effective in formal clinical studies, the results of which have been published in a peer reviewed professional medical journal published in either the United States or Great Britain.

D. RIDERS ATTACHED TO AND MADE PART OF THE CONTRACT AT EFFECTIVE DATE OR AS OTHERWISE SPECIFIED:

Advanced Funding Rider	☒ Yes ☐ No	Effective Date: 10/01/2022	Premium: n/a
Monthly Aggregate Accommodation Rider	☒ Yes ☐ No	Effective Date: 10/01/2022	Premium: \$2.50 per Covered Unit per month
Retained Corridor Rider	☐ Yes ☒ No	Effective Date: n/a	Premium: n/a per Covered Unit per month
Aggregate Terminal Run-Out Rider	☒ Yes ☐ No	Effective Date: 10/01/2022	Premium: \$1.50 per Covered Unit per month
Specific Terminal Run-Out Rider	☐ Yes ☒ No	Effective Date: n/a	Premium: n/a per Covered Unit per month

GENERAL CONDITIONS

It is understood and agreed that the following conditions must be satisfied prior to the approval of this Application:

The Policyholder is financially sound, with sufficient capital and cash flow to accept the risks inherent in sponsoring the Plan;

The Third Party Administrator, if any, retained by the Policyholder will be considered the Policyholder's agent and not the Company's agent;

All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within thirty (30) days prior to the Effective Date;

The Company will evaluate the Policyholder's risk, and may require adjustments of rates, factors and or special limitations to accommodate for abnormal risks;

Premiums are not considered paid until the premium check is received by the Company and at the rates set forth in the Schedule of Stop Loss.

If the Policyholder has more than one business location, a representative of the Policyholder knowledgeable of the Covered Persons at each location has reviewed and completed the Stop Loss disclosure statement.

In making this Application, the Policyholder represents that such information accurately reflects the true facts and that the undersigned has authority to bind the Policyholder to the Contract. Accordingly, this Application, including the disclosure statement, will be a part of the Stop Loss Contract if accepted by the Company.

Any natural person who knowingly or willfully:

- Makes or aids in the making of any false or fraudulent statement or representation of any material fact or thing: (a) In any written statement or certificate; (b) In the filing of a claim; (c) In the making of an application for a policy of insurance; (d) In the receiving of such an application for a policy of insurance; or (e) In the receiving of money for such application for a policy of insurance for the purpose of procuring or attempting to procure the payment of any false or fraudulent claim or other benefit by an insurer; or
- Receives money for the purpose of purchasing insurance and converts such money to such person's own benefit commits the crime of insurance fraud.

Dated at Villa Rica, GA this _____ day of _____, 2022

Policyholder City of Villa Rica

Authorized Officer/Partner _____

Type or Print

Title _____

Signature _____

Tax ID # 58-6000691

Witness _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Medical Premiums

AGENDA DATE: 8/9/2022

DATE PREPARED: 8/4/2022

PREPARED BY: Lena Taylor

AMOUNT: n/a

GL ACCOUNT #: Various

FUNDING SOURCE: Various

BUDGETED ITEM? Yes

PURPOSE: To approve medical premiums for plan year to be effective 10/1/2022.

BACKGROUND: Historically, the plan year ran from Jan 1st to December 31st. To align with the City's fiscal year, we adopted a 9-month period renewing on 10/1/2022, implementing 4 tiers of coverage: health with wellness (not a tobacco user), health no wellness (not a tobacco user), health with wellness (tobacco user), health no wellness (tobacco user).

Medical Premiums

Premiums (see exhibit A) vary due to coverage level -Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family. A premium increase was budgeted due to our experience increase and overall cost increase. An employee that is a tobacco user and/or has not completed their wellness points will incur the highest premiums. However, if during the course of the plan year, a tobacco user completes the smoking cessation program and presents a certificate, that can reduce their premium.

Ancillary Premiums

The premiums did not change for Dental, Vision, Accident, Critical Illness, Short Term Disability, Voluntary Life, and Voluntary Supplemental Life.

STAFF RECOMMENDATION: Approval of the medical premiums as stated in exhibit A.

IMPACT: Continuing to afford our employees a robust and affordable benefits package.

MOTION: I move to approve the benefit premiums as presented, to be effective October 1, 2022, with deductions beginning September 1, 2022.

Proposed 2023 Medical Insurance Premiums (EXHIBIT A)

Description	Rate	2022	2023	2022	2023
		Monthly EE Amt		Semi-Monthly EE Amt	
Health with Wellness (Not a Tobacco user)					
Employee	5.0%	\$34.03	\$36.22	\$17.02	\$18.11
Empl + Spouse	30.0%	\$217.79	\$231.82	\$108.90	\$115.91
Empl + Child(ren)	30.0%	\$166.75	\$177.49	\$83.37	\$88.74
Empl + Family	30.0%	\$401.56	\$427.42	\$200.78	\$213.71

Health no Wellness (Not a Tobacco user)

Employee	20.0%	n/a	\$144.89	n/a	\$72.44
Empl + Spouse	30.0%	n/a	\$340.49	n/a	\$170.24
Empl + Child(ren)	30.0%	n/a	\$286.15	n/a	\$143.08
Empl + Family	30.0%	n/a	\$536.09	n/a	\$268.04

Health with Wellness (Tobacco user)

Employee	20.0%	\$129.32	\$144.89	\$64.66	\$72.44
Empl + Spouse	30.0%	\$362.08	\$340.49	\$181.04	\$170.24
Empl + Child(ren)	30.0%	\$297.42	\$286.15	\$148.71	\$143.08
Empl + Family	30.0%	\$594.85	\$536.09	\$297.42	\$268.04

Health no Wellness (Tobacco user)

Employee	25.0%	n/a	\$181.11	n/a	\$90.55
Empl + Spouse	30.0%	n/a	\$376.71	n/a	\$188.35
Empl + Child(ren)	30.0%	n/a	\$322.38	n/a	\$161.19
Empl + Family	30.0%	n/a	\$572.31	n/a	\$286.15

7-15-2022

City of Villa Rica
Attn: Tracy Jarvis / Community Development Director
571 W. Bankhead Highway
Villa Rica, GA 30180

Mr. Jarvis,

The 17th annual Villa Rica Frontiers' Rodeo is scheduled for August 26th and 27th, 2022. Please accept this instrument as our official request for temporary signage placement within the City limits of Villa Rica. The following pertinent information is for your department's review:

1) Requesting placement of signage approximately two weeks prior to the starting event date; ***no earlier than Friday, August 12th*** with removal no later than August 29th. Our organization has successfully removed all signage from within the City limits the first business day after the event for the past sixteen years.

2) All signage will be constructed of, "coroplast". This material is a light weight, ridged plastic that does not fold or wrinkle in comparison to traditional vinyl signs. Thus the sign does not deform during inclement weather or wind making it clean and providing a much neater appearance when erected.

4ft X 8ft signage - not to exceed 6

4ft X 4ft signage - not to exceed 8

18 inches X 24 inches (small) - not to exceed 50

3) All signage will be placed onto private property with the owner's permission. Many locations are event sponsors. There will be NO signage placed in, "rights of way" or areas that would impede upon the safety of motor vehicle travel.

4) The Frontiers' Rodeo is family oriented and organizers strive to produce a quality event that is of good taste with the inclusion of numerous safety measures. On-site ambulatory services, uniformed security which includes off duty Villa Rica Police Department Officers and highway traffic control are among the safety precautions implemented.

5) Because of the family friendly atmosphere, alcohol is PROHIBITED on the premises of the event.

6) Many local non-profit and public school systems have benefited annually from the production of this professional rodeo. Among last year's recipients for monetary donations included but were not limited to: VRHS Soccer Team and VRHS Baseball Team.

7) While the event is not being hosted on City owned property, ***the Frontiers' Rodeo will provide insurance out of good faith, listing the City of Villa Rica as an additional insured on its multi-million dollar policy.***

8) The event has been properly permitted and approved by the State of Georgia Agricultural Department as required.

9) The Frontiers' Rodeo has been featured and/or associated with many nationally recognized organizations. From a national cover story on CNN Headline News, the debut of a new tea line thru FUZE, a subsidiary of the Coca-Cola Company, write-ups in the AJC News to the opening of Small Cakes in downtown Villa Rica to the Ghost Riders, a nationally acclaimed act with live monkeys riding side saddle on the back of, "Border Collie" dogs. Additionally, in years past, Brigade, a world class Free Style Motor Cross Stunt Performing Company, wowed fans from the West GA Community. Organizers are proud to have brought many world class acts and affiliates for an entertainment stop in Villa Rica, GA that has drawn tens of thousands of spectators to our community over the years.

I trust the enclosed information is substantial in providing the necessary documentation for your review. Please do not hesitate to contact me with any questions or concerns.

Best,

Clint

Clint M. Chance
Chief of Operations

Villa Rica Frontiers' Rodeo
Post Office Box 323
Villa Rica, GA 30180

770-634-9650

platinumeventpromotions@gmail.com

ccrodeoproductions@yahoo.com

www.pcarodeo.com www.4Lrodeo.com [www.facebook.com/don richfordvillaricafrontiersrodeo](https://www.facebook.com/donrichfordvillaricafrontiersrodeo)





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Intergovernmental Agreement for Local Option Sales Tax Distribution

AGENDA DATE: August 9, 2022

DATE PREPARED: August 2, 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: In the second year subsequent to the Decennial United States Census, local governments in Georgia are required by statute to renegotiate the distribution of local option sales tax proceeds for the next ten (10) years. Based on the 2020 United States Census, Carroll County and the municipalities located therein are charged with renegotiating an agreement that will divide sales tax proceeds for the coming ten (10) years. The County and cities within Carroll County have met and tentatively renegotiated the distribution of sales tax revenue through 2032.

I have attached the proposed Intergovernmental Agreement which sets forth the proposed distribution of sales tax proceeds. You will note that the City of Villa Rica will receive 8.51% of all sales tax proceeds received within Carroll County. These funds are separate and apart from any sales tax proceeds which Carroll County may receive through a similar Intergovernmental Agreement with Douglas County. The percentage established for Villa Rica in Carroll County (8.51%) is slightly higher than the percentage which Villa Rica was receiving under the previous Intergovernmental Agreement.

In order to make the Intergovernmental Agreement effective, Villa Rica is not required to approve the Agreement. If the City does not vote to approve the Intergovernmental Agreement, then the amount that the City would receive would still be 8.51%.

STAFF RECOMMENDATION: Staff recommends that the Council approve the execution of the Intergovernmental Agreement between the County and the other municipalities in the County with regard to the distribution of sales tax for the next ten (10) years.

MOTION: I move to approve the resolution regarding the Intergovernmental Agreement for local option sales tax distribution as attached to this cover sheet.

INTERGOVERNMENTAL AGREEMENT
FOR
LOCAL OPTION SALES TAX DISTRIBUTION

This Intergovernmental Agreement is made and entered into on the ____ day of _____, 2022 and is between CARROLL COUNTY, GEORGIA (herein referred to as the “County”), and the cities of BOWDON, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, WHITESBURG, VILLA RICA and BREMEN, each being an incorporated municipality within the State of Georgia and each being located within the geographical boundaries of the county (herein referred to collectively as “municipalities”).

WHEREAS, the County and municipalities within Carroll County are required by Georgia law to begin renegotiation of the distribution of local option sales tax (“LOST”) proceeds by July 30, 2022 and to attempt to reach an agreement within sixty (60) days of beginning such renegotiations; and

WHEREAS, the County and those municipalities within Carroll County indicated by executing this Agreement have reached an agreement as to the distribution of LOST proceeds and do hereby desire to set forth said agreement;

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is made between the County and all municipalities within Carroll County who become a signatory hereto.
2. The term of this Agreement is through the next state-mandated or voluntary renegotiation of local option sales tax.

3. Pursuant to the provisions of O.C.G.A. § 48-8-89, proceeds of any sales tax collected within Carroll County shall be distributed upon the following percentages:

Carroll County	59.00%
Bowdon	2.09%
Bremen	0.06%
Carrollton	23.44%
Mt. Zion	1.72%
Roopville	0.23%
Temple	4.40%
Villa Rica	8.51%
Whitesburg	0.55%

These percentages shall remain in effect until such time as they may be amended by agreement of the parties or as may be required by law.

4. By approving this Agreement, each municipality provides authority to its Mayor or Mayor Pro Tem to execute the Certificate of Distribution as provided by the Department of Revenue for the State of Georgia. The Georgia Department of Revenue will distribute the LOST revenues on the percentages indicated above based upon the executed Certificate of Distribution.

5. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one in the same instrument.

6. This Agreement and all transactions contemplated herein shall be governed by and construed under the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned parties have hereunto affixed their hands and seals.

[Signature pages to follow in separate parts]

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman
Board of Commissioners

ATTEST:

Deputy Clerk

(COUNTY SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF BOWDON, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF CARROLLTON, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]

TOWN OF ROOPVILLE, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF TEMPLE, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF WHITESBURG, GEORGIA

By: _____
Mayor

ATTEST;

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF MT. ZION, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]

CITY OF BREMEN, GEORGIA

By: _____
Mayor

ATTEST:

Clerk

(CITY SEAL)

[Signature Page of IGA for LOST Distribution]



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Intergovernmental Agreement for Special Local Option Sales Tax
Distribution – Douglas County

AGENDA DATE: August 9, 2022

DATE PREPARED: August 5, 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 was contacted earlier this week by Douglas County concerning the execution of an Intergovernmental Agreement between the County and all the municipalities in Douglas County concerning Special Purpose Local Option Sales Tax in Douglas County. The current Special Purpose Local Option Sales Tax will expire at the end of this year. In order to extend the tax, it is necessary to submit the question for referendum during the November 8, 2022 General Election. We have been informed that the last date that the call for the special election can be submitted to the Election Superintendent in Douglas County is August 11, 2022.

I have attached the proposed Intergovernmental Agreement that the City received from Douglas County earlier this week. The City has responded to this draft by stating that we disagree with the proposed distribution numbers contained in it. Those numbers reflect the percentage of distribution from the last Special Purpose Local Option Sales Tax Intergovernmental Agreement. Villa Rica, along with all the other municipalities in Douglas County, has stated to the County that we believe that the distribution should be based off of the population numbers from the 2020 Census. In a phone call with Douglas County attorneys, they have stated that they would take that proposed change to the Douglas County Commission at a special meeting on Monday, August 8, 2022. By the time that this Agreement comes before the Villa Rica Council, we should know whether or not that change has been made.

STAFF RECOMMENDATION: Staff recommends that the Council approve the execution of the Intergovernmental Agreement between the County and the other municipalities in the County with regard to the distribution of Special Purpose Local Option Sales Tax for the next six (6) years, if the Douglas County Commission corrects the proposed distribution to be based off of population

numbers from the current census. If that change is not made, then the staff would not recommend approval of the Intergovernmental Agreement.

MOTION:

- 1) I move to approve the resolution regarding the Intergovernmental Agreement for Special Purpose Local Option Sales Tax distribution as attached to this cover sheet and authorize the Mayor and City Clerk to execute the same.
- 2) I move to direct the City staff to continue to negotiate with Douglas County and the municipalities of Douglas County to reach an agreement satisfactory to the City of Villa Rica concerning the distribution of Special Purpose Local Option Sales Tax.

STATE OF GEORGIA

COUNTY OF DOUGLAS

**Intergovernmental Agreement
For The Use and Distribution of Proceeds From
the 2022 Special Purpose Local Option Sales Tax
For Capital Outlay Projects**

THIS AGREEMENT is made and entered this the [*] day of [July], 2022 (this "Agreement"), by and among Douglas County, Georgia, a political subdivision of the State of Georgia (the "County"), the City of Austell, the City of Douglasville and the City of Villa Rica (the "Municipalities," individually and collectively).

W I T N E S S E T H:

WHEREAS, the County and Municipalities deem it to be in the best interest of the special district of Douglas County created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated (the "Special District") to improve public services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to reimpose a special one percent sales and use tax (the "SPLOST"), upon the termination of the special one percent sales and use tax presently in effect, pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Sales Tax Law"); and

WHEREAS, the Sales Tax Law allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into between the County and one or more "qualified municipalities" (as defined in the Sales Tax Law) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, under the terms of the Sales Tax Law, it is necessary for Municipalities to enter into this Agreement with the County prior to the call of the election with respect to the SPLOST; and

WHEREAS, the County and the Municipalities met on the [25th] day of [April], 2022 to discuss possible projects for inclusion in the SPLOST referendum in conformance with the requirements of O.C.G.A. § 48-8-111(a) and have had continuing discussions on projects for inclusion in the SPLOST through the date of this Agreement; and

WHEREAS, the County and Municipalities have agreed to divide the SPLOST proceeds in the following manner: (i) 72.26% shall be distributed to the County, (ii) .03% shall be distributed to the City of Austell, (iii) 23.44% shall be distributed to the City of Douglasville, and (iv) 4.27% shall be distributed to the City of Villa Rica; and

WHEREAS, it is projected that the SPLOST will raise an estimated amount of \$160 million over twenty-four calendar quarters (6 years); and

WHEREAS, assuming collection of the total amount projected, the County will receive approximately \$115,600,000 (72.26% of the total SPLOST proceeds collected) for the following capital outlay projects: (1) Transportation; (2) Public Safety; (3) Parks and Recreation/Libraries; and Facilities/Infrastructure (collectively, the "County Projects"); and

WHEREAS, assuming collection of the total amount projected, the City of Austell will receive approximately \$48,000 (.03% of the total SPLOST proceeds collected) for the following capital outlay project: (1) Improvements and renovations to Louise Suggs Park and a police vehicle (the "Austell Project"); and

WHEREAS, assuming collection of the total amount projected, the City of Douglasville will receive approximately \$[37,504,000] ([23.44]% of the total SPLOST proceeds collected) for the following capital outlay projects: [(1) Transportation and Streets; (2) Public Safety (including, but not limited to, fire and EMS); (3) Parks and Recreation; and (4) Facility Infrastructure (collectively, the "Douglasville Projects")); and

WHEREAS, assuming collection of the total amount projected, the City of Villa Rica will receive approximately \$[6,832,000] ([4.27]% of the total SPLOST proceeds collected) for the following capital outlay projects: [(1) Transportation and Streets; (2) Water and Sewerage; (3) Public Safety (including, but not limited to, fire and EMS) and (4) Parks and Recreation (collectively, the "Villa Rica Projects")); and

WHEREAS, the County and the Municipalities desire to enter into this Agreement to meet the provisions of O.C.G.A. § 48-8-115(b)(1); and

WHEREAS, the County has been asked to submit to the qualified voters of the County at an election to be held November 8, 2022, the question of whether the voters will approve the SPLOST and the issuance of general obligation debt of the County (the "Bonds"); and

WHEREAS, it is necessary that the County and the Municipalities provide for the division of funds representing the proceeds from the revenues produced by the SPLOST; and

WHEREAS, it is necessary that the County and the Municipalities set forth their respective legal rights, responsibilities, and obligations regarding the construction, ownership, and operation of the County Projects and the Municipality Projects; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties that may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County; and

(iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on November 8, 2022, for the purpose of submitting to the voters of the County for their approval, the question of whether or not (1) a SPLOST shall be imposed on all sales and uses within the special district of Douglas County for a period of twenty-four calendar quarters (6 years), commencing [April 1, 2022], to raise an estimated \$[], to be used for funding the projects specified in Exhibit A attached hereto and (2) the Bonds shall be issued in connection therewith.

B. Each of the Municipalities makes the following representations and warranties that may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); and

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. The County delivered or mailed on April 11, 2022, a written notice to the mayors of the Municipalities, of a meeting that was held at the Douglasville Conference Center on April 25, 2022, at which the governing authorities of the County and of such Municipalities met to discuss the possible projects for inclusion in the SPLOST. The County and Municipalities have had continuing discussions since the initial meeting on April 25, 2022.

D. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

E. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the County Projects and Municipality Projects specified in Exhibit A of this Agreement.

F. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership.

If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

G. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or Municipality as required fulfilling the terms of this Agreement.

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST and the issuance of the Bonds in accordance with the provisions of O.C.G.A. § 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST and the issuance of the Bonds by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (e).

C. This Agreement is further conditioned upon the collection of the SPLOST proceeds by the State Department of Revenue and the transfer of same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 8, 2022, shall continue for a period of twenty-four calendar quarters (6 years) with collections beginning [April 1], 2022.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(i) The official declaration of the failure of the referendum described in this Agreement; or

(ii) The expenditure by the County and the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2022 Douglas County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a bank that shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the City of [with their respective city name inserted] Special Purpose Local Option Sales Tax Fund. Each

Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to each such Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in a separate account or fund established pursuant to this Section. Except as provided in Section 7 of this Agreement, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. General Obligation Bonds

A. The question of whether the voters will approve the SPLOST and the issuance of the Bonds shall be submitted to the voters of the Special District pursuant to a resolution of the County, adopted [July 19], 2022 (the "Referendum Resolution"), a form of such resolution is attached here to as Exhibit B.

B. Net proceeds of the Bonds shall be deposited into a special trust account of the County to be used for the acquisition, construction and installation of all or a portion of the County Projects. The Bonds shall be a general obligation debt of the County.

C. Prior to or concurrently with the issuance and delivery of the Bonds, the County will create and establish with a bank designated by the County a special account which shall be designated as the Douglas County General Obligation Sales Tax Bonds Debt Service Account (the "Debt Service Account"). Money in said account shall be held separate and apart from all other funds of the County and shall not in any manner be comingled with other funds of the County.

D. The County shall pay the costs of issuance of the Bonds and any interest income earned by County on the investment of the Bond proceeds shall be the property of the County.

Section 7. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of the SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied as provided in Paragraphs B, C, D and E of this Section.

B. In accordance with O.C.G.A. § 48-8-121(e), all or part of the proceeds of the SPLOST will be used for the payment of the Bonds. No part of the net proceeds from the SPLOST received in any Bond Year (as defined below) shall be used for other purposes until all debt service requirements of the Bonds for that Bond Year have first been satisfied from the SPLOST Fund in accordance with Paragraphs C of this Section. The interest payment dates on the Bonds shall be [...] and [] of each year beginning not earlier than [], 2022 and the principal payment dates for the Bonds shall be [] of each year beginning [, 2024]. Bond year shall mean the period from of each calendar year through of the next calendar year (the "Bond Year").

C. The County shall remit or cause the custodian of the SPLOST Fund to remit to the Debt Service Account one hundred percent (100%) of the proceeds of the SPLOST until the Debt

Service Account has sufficient monies therein to pay the principal and interest coming due on the Bonds in the then current Bond Year.

D. Except as provided in paragraph E below, after the Debt Service Account has sufficient monies therein to pay the principal and interest coming due on the Bonds in the then current Bond Year, all remaining proceeds of the SPLOST subsequently received in said Bond Year (the "Unencumbered Distributions") shall be allocated and distributed among the County and Municipalities according to the percentages of SPLOST proceeds set forth in the preamble for their respective Projects, provided, however, the amount of proceeds of the SPLOST deposited into the Debt Service Account in each Bond Year shall be deducted from the amount of Unencumbered Distributions allocated and distributed to the County for such Bond Year. The County will be responsible for distributing such remaining proceeds and will meet the requests of the Municipalities when it determines that proceeds of the SPLOST are available therefor.

E. The County shall remit and distribute the Unencumbered Distributions on a monthly basis, assuming the County continues to receive such money on a monthly basis. The proceeds shall be deposited in the separate funds or accounts established by the County and each Municipality in accordance with Section 5 of this Agreement.

F. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an act is passed, the defunct Municipality's share of the funds shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

G. [As part of the Service Delivery Strategy (as defined in Section 24 hereof) (a) the County and the City of Douglasville entered into that certain Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services, effective January 1, 2015, between the County and the City of Douglasville (the "Douglasville Fire and EMS Agreement") and (b) the County and the City of Villa Rica entered into that certain Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services, effective January 1, 2015, between the County and the City of Villa Rica (the "Villa Rica Fire and EMS Agreement" and, together with the Douglasville Fire and EMS Agreement, the "Fire and EMS Agreements"). The Fire and EMS Agreements provide that in the event the County identifies capital outlay projects reasonably necessary for the provision of fire protection services and emergency medical services (the "Fire and EMS Projects") pursuant to and during the term of the Fire and EMS Agreements, then the City of Douglasville, the City of Villa Rica and the County shall include such capital outlay projects on the referendum for any future SPLOST levied during the terms of the Fire and EMS Agreements, not to exceed \$20 million. The Fire and EMS Agreements further provide that the County, the City of Douglasville and the City of Villa Rica shall collectively fund such Fire and EMS Projects by making payments from the proceeds of such SPLOST allocated to the County, the City of Douglasville and the City of Villa Rica in shares based on the population of the unincorporated area of the County ([70.91%], the incorporated area of the City of Douglasville ([24.02]%) and the incorporated area of the City of Villa Rica ([5.0]%). The County has determined that there is a reasonable need for Fire and EMS Projects in an amount not to exceed \$[. The County, the City of Douglasville and the City of Villa Rica hereby agree that [70.91]%

of the County's portion of the SPLOST proceeds shall be allocated to pay the costs of the Fire and EMS Projects, [24.02]% of the City of Douglasville's portion of the SPLOST shall be allocated to the Fire and EMS Projects, and [5.0]% of the City of Villa Rica's portion of the SPLOST shall be allocated to the Fire and EMS Projects, provided, however, such percentages shall be reduced pro rata to the extent the total allocated amounts collected to pay for Fire and EMS Projects equals the not to exceed amount of \$[20 million.]

Section 8. Projects

A. All capital outlay projects, to be funded in whole or in part from the proceeds of the SPLOST, are listed in Exhibit A, which is attached hereto and made part of this Agreement.

B. The County shall hold title to and shall be solely responsible for acquiring, constructing, equipping, installing, operating, maintaining, and insuring the County Projects.

C. Each of the Municipalities shall hold title to and shall be solely responsible for acquiring, constructing, equipping, installing, operating, maintaining, and insuring its respective Municipality Projects.

Section 9. Project Funding

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. Except as provided in Paragraphs B and C of Section 10 of this Agreement, any change to the schedule must be agreed to in writing by all parties to this Agreement. It is understood and agreed that there is no priority to the Projects and each party hereto shall have discretion as to the order in which each of its Projects are undertaken.

Section 10. Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

B. If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

C. If a Municipality Project has been satisfactorily completed at a cost less than the estimated cost listed for the project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Municipality Project included for such Municipality in Exhibit A.

D. The County and Municipalities agree that each approved County Project and Municipalities Project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by the County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

Section 11. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a Municipality Project listed in Exhibit A is completed, the Municipality owning such Municipality Project shall file with the County a certificate of completion signed by the Mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the Municipality Project.

Section 12. Excess SPLOST Proceeds

In the event that the SPLOST raises more than \$[160,000,000] with the County and the Municipalities having been allocated the amounts set forth in the preamble of this Agreement, SPLOST receipts above \$[*] shall be allocated and distributed among the County and Municipalities according to the percentages of SPLOST proceeds set forth in the preamble.

Section 13. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Section 14. Audits

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipality fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and Municipalities agree to cooperate with the respective independent certified public accounting firms in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 15. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

DOUGLAS COUNTY:

Douglas County Board of Commissioners
8700 Hospital Drive
Third Floor, Douglas County Courthouse
Douglasville, Georgia 30134
Attention: Chairman
Facsimile: (770) 920-7357

CITY OF AUSTELL:

City of Austell
2716 Broad Street, S.W.
Austell, Georgia 30106
Attention: Mayor
Facsimile: (770) 944-9173

CITY OF DOUGLASVILLE:

City of Douglasville
6695 Church Street
Douglasville, Georgia 30133
Attention: Mayor
Facsimile: (770) 920-0499

CITY OF VILLA RICA:

City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180
Attention: Mayor
Facsimile: (770) 459-7003

Section 16. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 17. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 18. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 19. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 20. Compliance with Law

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 21. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 22. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 23. Mediation

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

Section 24. Independent Contract

This Agreement does not repeal, modify or supersede any other agreement between or among the parties hereto. [In particular, this Contract is independent of and shall have no effect on that certain Service Delivery Strategy, dated as of December 29, 2015, as supplemented on January 31, 2015 (the "Service Delivery Strategy"), among the County and the Municipalities, as presented to the Georgia Department of Community Affairs, which includes the following agreements: (i) Agreement for Provision and Funding of Animal Control Services, dated as of December 26, 2014 (effective as of January 1, 2015), between the County and the City of Douglasville, Georgia, (ii) City Streets Agreement, dated as of December 26, 2014 (effective January 1, 2015), between the County and the City of Douglasville, Georgia, (iii) Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services, dated as of December 26, 2014 (effective January 1, 2015), between the County and the City of Douglasville, Georgia, (iv) Roads Agreement, dated as of December 26, 2014 (effective January 1, 2015), between the County and the City of Douglasville, Georgia, (v) Agreement for Provision and Funding of Animal Control Services, dated as of July 23, 2014 (effective January 1, 2015), between the County and the City of Austell, Georgia, (vi) Agreement for Provision and Funding of Animal Control Services, dated as of August 14, 2014 (effective January 1, 2015), between the County and the City of Villa Rica, Georgia, (vii) Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services, dated as of August 14, 2014 (effective January 1, 2015), between the County and the City of Villa Rica, Georgia.]

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DOUGLAS COUNTY, GEORGIA

By: _____
Chairman

Attest:

By: _____
Clerk

CITY OF AUSTELL, GEORGIA

By: _____
Mayor

Attest:

By: _____
City Clerk

CITY OF DOUGLASVILLE, GEORGIA

By: _____
Mayor

Attest:

By: _____
City Clerk

CITY OF VILLA RICA, GEORGIA

By:

Mayor

Attest:

By:

City Clerk

EXHIBIT A

The total revenues from the SPLOST (2022) to be collected over the twenty-four calendar quarters (6 years), beginning on the day following the expiration of the SPLOST presently in effect, is estimated to total \$[160,000,000]. Except as provided in Section 7 hereof, the County Projects and Municipality Projects have equal priority and shall receive a pro rata allocation of SPLOST proceeds on a monthly basis in accordance with the provisions of the Agreement as follows:

<u>Projects</u>	<u>Total Estimated Cost</u>	<u>Government Total Pro Rata Percentage of total SPLOST Proceeds</u>	<u>Percentage of Government SPLOST Allocation per Project</u>
A. <u>County Projects:</u>	\$[115,600,000]	[72.26]%	
(1) [Transportation];			[27.8]%
(2) [Public Safety];			[40.8]%
(3) [Parks and Recreation/Libraries]			[20.4]%
(4) Facilities/Infrastructure			
B. <u>City of Austell Project:</u>	\$[48,000]	[.03]%	
(1) [Improvements and renovations to Louise Suggs Park;and			[*]%
(2) and a police vehicle].			[]%
C. <u>City of Douglasville Projects:</u>	\$[37,504,000]	[23.44]%	
(1) [Transportation and Streets];			[*]%
(2) [Public Safety (including, but not limited to, fire and EMS)];			[*]%
(3) [Parks and Recreation]; and			[*]%
(4) [Facility Infrastructure].			[*]%
D. <u>City of Villa Rica Projects:</u>	\$[6,832,000]	[4.27]%	

(1)	[Transportation and Streets];			[*]%
(2)	[Water and Sewerage];			[*]%
(3)	[Public Safety (including, but not limited to, fire and EMS)]; and			[*]%
(4)	[Parks and Recreation]			[*]%

EXHIBIT B

Form of Referendum Resolution



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Billboard at former Butterballs location

AGENDA DATE: August 9, 2022

DATE PREPARED: August 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: When the City purchased the former Butterballs property, it was subject to a lease agreement between Ben Hobbs and MCC Outdoor, LLC for a billboard which was located on the Butterballs property. The lease began on March 10, 2008 and lasted for a total term of ten (10) years. The billboard company was paying the property owner \$1,000 per month for use of the property for a billboard. Subsequent to the expiration of the lease, the lease has continued from year to year thereafter. The lease will continue this year through December 29, 2022. The City has the right to terminate the lease thereafter. Once notice of termination is given, the billboard company is able to remove the sign within 90 days if they choose to. If the notice to terminate is given then the existing lease holder would be required to remove the sign by March 29, 2023.

The City is currently receiving \$1,000 per month for the lease of the billboard space from Clear Channel (the assignee of MCC Outdoor, LLC). Once the City terminates the lease, then we will no longer receive the lease payment. The removal of the billboard will better allow the City to either use or market the former Butterballs property for other uses.

MOTION: I move to direct the City Manager to terminate the lease between the City of Villa Rica as landlord and MCC Outdoor, LLC (Clear Channel) as tenant for the billboard currently located on the former Butterballs property inside the City of Villa Rica.

LEASE AGREEMENT

Lease No. G1
Panel Nos. E9001/E9002

This Lease Agreement made and entered into this the 10th day of March, 2008 by and between
Ben Hobbs ("Lessor"), whose address is

1141 Rome St. Carrollton, GA 30117

and MCC Outdoor LLC d/b/a FAIRWAY OUTDOOR ADVERTISING ("Tenant") whose address is:

3420 Jefferson Road, Athens, GA 30607

1. **Leased Premises.** The Lessor as owner, or authorized agent of the owner, does hereby lease and grant to the Tenant exclusive use and possession of the hereinafter described property for the erection, maintenance, repair, improvement, replacement and/or rebuilding of an outdoor advertising structure. The property constituting the leased premises is described as follows:

Being a portion of the real property ("~~the Lessor's Tract~~") located at CARROLLTON W. MONTGOMERY STS
and described in deed recorded in Deed Book _____ at Page _____, County Registry;

which leased premises is shown on a survey map or sketch plan dated _____
and attached hereto as Exhibit "A" and incorporated herein by reference ("~~the Leased Premises~~"). The Lessor does hereby grant to the Tenant, its employees and agents, an irrevocable license during the term of this Lease Agreement to access the Leased Premises over the Lessor's Tract with labor and machinery using such routes which are practical and reasonable as determined in Tenant's sole discretion and such access shall not be obstructed by Lessor or Lessor's agents.

2. **Term: Good Faith Deposit.** ~~The original term of this Lease Agreement shall be for a term of five (5) years commencing on December 29, 2008 ("the Original Term") with the right to the Tenant only to extend this Lease Agreement from year to year upon the same terms and conditions. This Lease Agreement shall automatically extend itself from year to year after the Original Term hereof the total of such extensions not to exceed Five (5) years, unless it is terminated by Tenant at the end of the Original Term or any annual extension period by mailing written notice of such termination to the Lessor at the address above (or such alternative address provided by the Lessor to the Tenant in writing) not less than thirty (30) days prior to the end of such Original Term or annual extension period. The Lessor acknowledges that Lessor has received from Tenant the sum of \$100.00 which shall constitute a good faith, non-refundable deposit for the consideration of the rental commencement date being determined by completed construction of the outdoor advertising structure as referenced in paragraph 3 below.~~

3. **Rental.** The Tenant shall pay the Lessor rent totaling One thousand Dollars
\$ 1,000.00 per year, the payment due upon completion of construction of the outdoor advertising structure
(e.g. ready for advertising use) and paid every one (1) year anniversary ~~monthly thereafter during the Original Term and any renewal or extension term ("Annual Rental Due Date").~~ During the term of this Lease, rent shall be delinquent if not paid within sixty (60) days after every Annual Rental Due Date. Notwithstanding the above, Tenant may in its sole discretion make partial payments to Lessor in such amounts and in such frequencies prior to each Annual Rental Due Date as Tenant desires without such partial payments altering the Annual Rental Due Date under this Lease Agreement.

4. **Options.** During Tenant's occupancy of the Leased Premises (which includes any holdover periods), Tenant shall have first refusal option to lease the Leased Premises for an additional term, including renewals, upon the same terms and conditions as contained in any valid, acceptable bona fide lease offer Lessor may receive. Tenant shall have fifteen (15) days after receiving written notice of such lease offer from Lessor ~~(with certified full written statement of such offer or certified copy thereof)~~ within which time to exercise its option and mail or hand-deliver to Lessor a written Lease Agreement on the same terms and conditions. During Tenant's occupancy of the Leased Premises (which includes any holdover periods), Tenant shall have the right of first refusal to purchase the Lessor's Tract (or any portion thereof which includes the Leased Premises) upon the same terms and conditions as contained in any valid, acceptable bona fide offer Lessor may receive to purchase the Lessor's Tract (or any portion thereof which includes the Leased Premises). Tenant shall have thirty (30) days after receiving written notice of such offer from Lessor (with certified full written statement of such offer or certified copy thereof) within which time to exercise its option and mail or hand-deliver to Lessor a written Purchase Agreement on the same terms and conditions. In addition to the rental payments referenced in paragraph 3 above, the sum of One Hundred Dollars (\$100.00) shall be paid with the first rental payment to Lessor by Tenant as good and valuable consideration for the options referred to in this paragraph.

5. **Property.** Any outdoor advertising structure existing on the Leased Premises when this Lease Agreement is made, or placed on the Leased Premises at any time thereafter, is intended to be a permanent fixture on the property of Lessor; however, Tenant expressly is granted the right to salvage and remove all above ground components of the outdoor advertising structure owned by Tenant, related equipment and materials from the Leased Premises within ninety (90) days ("~~the Removal Period~~") after the later of: the expiration of this Lease Agreement, including all renewals or extensions, or receipt of written notice from Lessor that the above ground components of the outdoor advertising structure, related equipment and materials must be unconditionally removed. Notwithstanding the receipt of a notice to remove the outdoor advertising structure, any subsequent written offers from the Lessor to negotiate the terms of a new or renewal Lease shall terminate the running of the Removal Period until Tenant is provided a new written notice of unconditional removal, wherein it is explicitly made clear that all negotiations have been concluded. In the event a new notice of removal is provided stating that negotiations are concluded, the Tenant shall have a new 90-day Removal Period to remove its structure, related equipment and materials. The rent during any holdover period shall be the same as provided in paragraph 3 above, prorated per month of occupancy.

6. **Lessor Cooperation and Agency; Permitting; Vegetation.** ~~In the event that any governmental entity proposes or enacts a law, regulation or ordinance or takes any other action that affects the Tenant's use of the Leased Premises for outdoor advertising purposes as determined in Tenant's sole discretion, Lessor shall cooperate fully with Tenant in opposing said law, regulation, ordinance or action and in that regard, Lessor does hereby designate Tenant as Lessor's agent for purposes of signing any protest petitions or otherwise registering opposition or filing an appeal or complaint challenging such law, regulation, ordinance or governmental action. The Lessor acknowledges that at any time after Lessor executes this Lease Agreement Tenant has the authority to apply for (on behalf of Lessor) and obtain any and all applicable governmental permits or approvals for the signs on~~

the Leased Premises without further notice to the Lessor. Tenant may trim any trees and vegetation currently on the Leased Premises or on any property owned or controlled by Lessor as often as Tenant in its sole discretion deems appropriate to prevent or minimize obstructions to the outdoor advertising structure.

7. **Cancellation of Lease.** If the view of the Leased Premises or outdoor advertising sign erected thereon becomes partially or wholly obstructed or the advertising value impaired or diminished by reduced vehicular circulation, or the construction or use of such sign is prevented or restricted by law, or permits required to build are denied, the Tenant may immediately, at its sole option, reduce rental in direct proportion to the loss suffered as a result of such obstruction, impairment, prevention or restriction of use, or keep the Lease in force except that no rental shall accrue while such conditions continue, or cancel this Lease Agreement and receive all rent paid for the unexpired term hereof, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use. This provision shall inure to the benefit of the Tenant only and shall not be construed as eliminating or reducing any rights that the Tenant may have in its reasonable investment expectations attributable to this Lease.

8. **Condemnation; Lease Renewal Expectation.** In the event of a condemnation by or direct purchase sale to a governmental agency with the power of eminent domain while Tenant occupies the Leased Premises, Tenant agrees to make no claim to any proceeds due Lessor as a result of the condemnation or sale, but retains any and all rights to pursue compensation due Tenant as result thereof under federal and/or state law, and Lessor agrees to take no action inconsistent with Tenant's rights herein stated. As a result of the relatively small size of the Leased Premises, its proximity to the highway, and/or the zoning of the Property, the parties acknowledge that there is a reasonable probability of renewals of this lease for at least the useful life of the outdoor advertising structure.

9. **Lessor's Representations.** Unless specifically stated otherwise herein, the Lessor represents and warrants that Lessor is either the owner or authorized agent of the owner of the Leased Premises, has full authority to make this Lease Agreement and covenants that Lessor will not permit the Leased Premises, any portion of the Lessor's Tract or any other property owned or controlled by Lessor within a two thousand foot radius of Tenant's outdoor advertising structure, to be used for advertising purposes or permit Tenant's sign to be obstructed. Subject to Tenant's option rights referred to above and prior to any transfer of Lessor's interest in the Leased Premises, Lessor agrees to give Tenant notice of such transfer or and to make such transfer expressly subject to this Lease Agreement. In the event Tenant decides not to exercise its option referred to above, Lessor agrees to deliver promptly to Tenant the name and address of Lessor's transferee and to deliver to such transferee written notice of the existence of this Lease Agreement and a copy thereof. Lessor understands that the terms of this Lease are proprietary and confidential and that Tenant would be damaged by the unauthorized disclosure of the terms. As a result, Lessor agrees not to disclose the terms of this Lease to any third party. ~~This confidentiality provisions shall survive the termination of this lease.~~

10. **Entire Agreement; Beneficial Parties; Notices; Memorandum of Lease.** It is expressly understood that neither the Lessor nor the Tenant is bound by any oral stipulations, oral representations or verbal agreements not printed or written in this Agreement. This Agreement shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto. The Lessor and Tenant agree that this lease shall not be assignable to any governmental entity or other entity with the power of eminent domain. The provisions herein are intended for the mutual benefit of Lessor and Tenant, their personal representatives, successors and assigns and are hereby declared to be void and of no effect as to, and no rights hereunder shall inure to the benefit of, any governmental entity or other entity with the power of eminent domain. Notice under this Lease Agreement shall be deemed effective upon depositing same in the care and custody of the U.S. Postal system deliverable to the applicable address referred to above for each party. A memorandum of this Lease Agreement shall be recorded at the county registry where the Leased Premises is located.

11. **Miscellaneous.**

Accepted this 17th day of March, 2008

TENANT: MCC OUTDOOR LLC

d/b/a FAIRWAY OUTDOOR ADVERTISING

By: [Signature]
STEVEN A. GUILD
GENERAL MANAGER

Lessor:

Ben Hobbs
(Print Name)

Ben Hobbs
(Signature)

1141 Rome St.
(Address)

258-72-4954
(Social Security or Fed ID #)

Phone - Home: 770-830-8844 Work: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Grant and acceptance of access and utility easements for Watermist Phase III

AGENDA DATE: August 9, 2022

DATE PREPARED: August 5, 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: In conjunction with the approved development plans for the Mirror Lake Community, the City has engaged with the owners or developers of the Watermist Phase III Subdivision. Engineers for the City and the owner/developer, JLC Mirror Lake, Sub I, LLC, have agreed that both the City and the developer will be benefitted by the exchange of certain easements which will provide better access for the City to access the north wastewater treatment plant and for the developer to better develop Watermist Phase III.

In order to facilitate the exchange of easements, I have prepared easement agreements which are attached to this cover sheet. One transfers easement access from the City to JLC Mirror Lake, Sub I, LLC and the other transfers and access easement from JLC Mirror Lake, Sub I, LLC to the City.

I am hopeful that the City Engineer may be able to better expound on the necessity of these easements.

STAFF RECOMMENDATION: Staff recommends that the Council approves the execution of the two Access and Utility Easements attached to this cover sheet. Staff has actively negotiated with the developer to agree on this exchange of easements.

MOTION: I move to approve the execution of the Access and Utility Easement for Watermist Phase III both from the City to JLC Mirror Lake, Sub I, LLC and also the Access and Utility Easement for Watermist Phase III from JLC Mirror Lake, Sub I, LLC to the City. We further authorize the Mayor and City Clerk to execute these documents to complete the transaction.

Record and return to:
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

State of Georgia
County of Carroll

ACCESS AND UTILITY EASEMENT FOR WATERMIST PHASE III

This Easement Agreement is made and entered into this _____ day of August, 2022, by and between The City of Villa Rica, a political subdivision of the State of Georgia (hereinafter referred to as "Grantor") and JLC Mirror Lake, Sub 1, LLC (hereinafter referred to as "Grantee"):

WITNESSETH

That Grantor, in consideration of the sum of ONE & 00/100 dollars (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, a perpetual easement over and under Grantor's property being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 173 and 180 of the 2nd District in the City of Villa Rica of Douglas County, Georgia, and being more particularly described as an Access Easement on a Plat titled ACCESS EASEMENT FOR WATERMIST PHASE III, dated July 2, 2022; prepared by Hussey Gay Bell; certified by Bruce W. Hamilton, Land Surveyor 2951; and recorded in Plat Book _____, pages _____. Said plat is hereby incorporated herein by reference for a more detailed description.

The proposed Access and Utility Easement of 40' measures 0.279 acres and is shown on the above-referenced Plat.

The easement conveyed herein is for the purpose of an Access and Utility Easement and shall grant to the Grantee full right to traverse the Access and Utility Easement in an unimpeded manner.

The Access and Utility Easement should be a strip of land 40' wide. The easement conveyed herein by Grantor is for the purpose of utilities and access includes the right to enter upon Grantor's property to install, inspect, maintain, replace or repair the same as may from time to time be necessary, or whenever Grantee deems fit with all rights, members and appurtenances to said easement and right-of-way in any way appertaining or belonging thereto. Except in case of emergencies, Grantee shall exercise its rights to install, inspect, maintain, replace or repair the utilities during normal business hours.

Grantor hereby covenants with Grantee that they are lawfully seized and possessed of the real estate previously described herein and they have good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all

encumbrances. The easement herein granted shall bind the successors and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.

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

Signed, sealed and delivered
in the presence of:

THE CITY OF VILLA RICA

Witness

By: _____
Printed Name: TOM BARBER
Title: CITY MANAGER

Notary Public

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

GRANTEE:

Witness

JLC MIRROR LAKE, SUB 1, LLC

Notary Public

My Commission Expires: _____

\\snp\proj\2021\20085 mirror lake\img\20-085 watermist in access easement.mxd

7/22/2022 8:51 AM R.J.H. g.c.b.

drawn: w.c.b.

RESERVED FOR CLERK OF SUPERIOR
COURT RECORDING INFORMATION

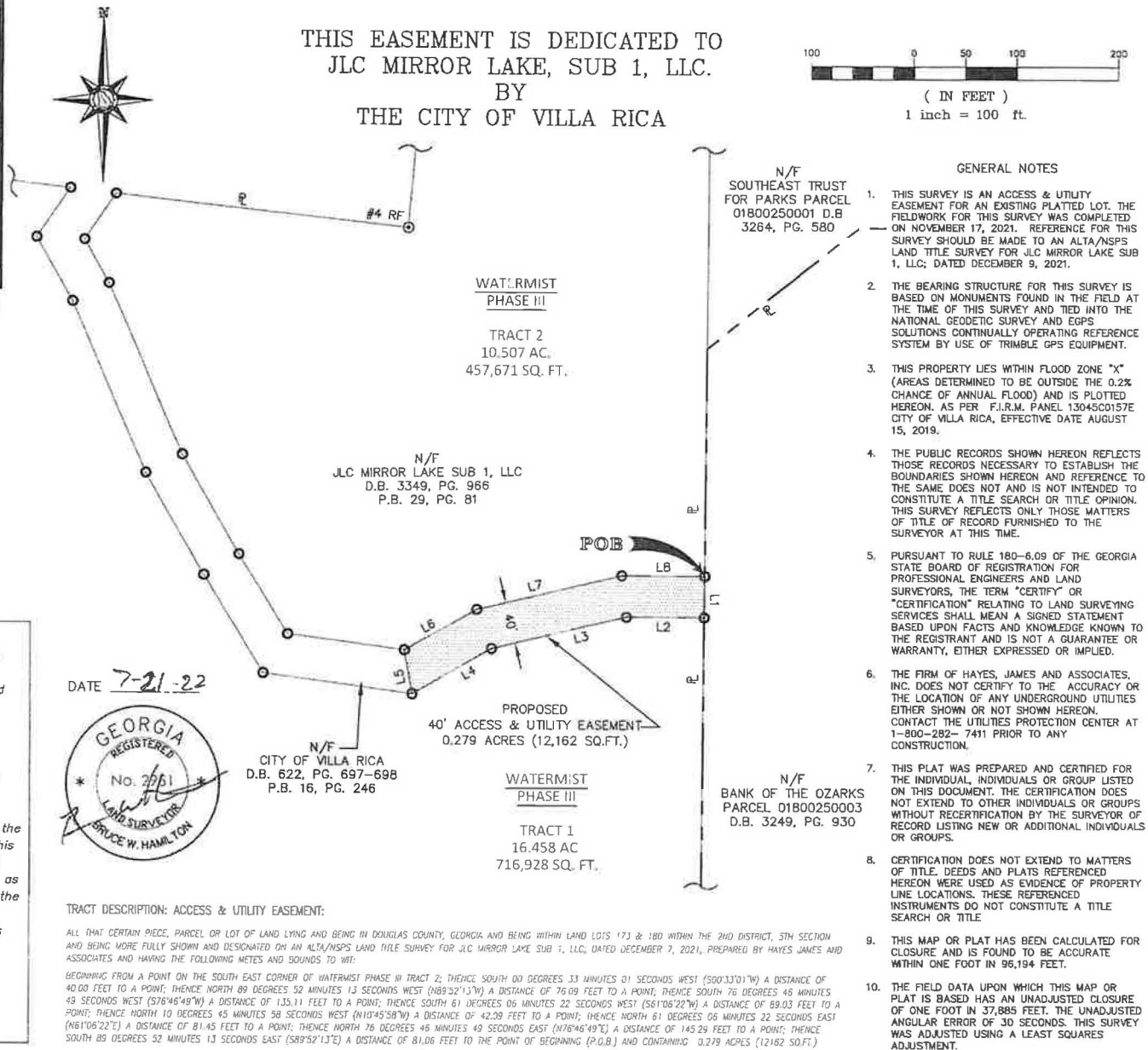
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L2	N89°52'13"W	76.09'
L3	S76°46'49"W	135.11'
L4	S61°06'22"W	89.03'
L5	N10°45'58"W	42.09'
L6	N61°06'22"E	81.45'
L7	N76°46'49"E	145.29'
L8	S89°52'13"E	81.06'

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.



Georgia Land Surveyor No. 2951



HUSSEY GAY BELL
Surveyor General

Formerly
Hayes James

3830 EAST FIRST STREET
SUITE 1
BLUE RIDGE, GEORGIA 30513
TEL: (706) 632-4981
FAX: (706) 632-4982
CERTIFICATE OF AUTHORIZATION:
NO. LSF000255

JLC MIRROR LAKE
SUB 1, LLC
6380 POWERS FERRY ROAD NW
SUITE 600
ATLANTA, GA 30329

No.	Revision	Date
1	1	7/21/2022

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Project Title

WATERMIST PHASE III

Project Location

LAND LOTS: 173, 180
DISTRICT: 2
PARCEL:
COUNTY: DOUGLAS
STATE: GEORGIA

Project No.

20-095
Drawn By: A.G.V.
Checked By: B.W.H.
Date: 07/22/2022

Sheet Title

ACCESS & UTILITY
EASEMENT

Sheet Number

1 of 1

Record and return to:
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

State of Georgia
County of Carroll

GRANT OF EASEMENT

This Easement Agreement is made and entered into this ____ day of August, 2022, by and between JLC Mirror Lake, Sub 1, LLC (hereinafter referred to as "Grantor") and The City of Villa Rica, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee"):

WITNESSETH

That Grantor, in consideration of the sum of ONE & 00/100 dollars (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, a perpetual easement over and under Grantor's property being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 173 and 180 of the 2nd District in the City of Villa Rica of Douglas County, Georgia, and being more particularly described as an Access Easement on a Plat titled ACCESS EASEMENT FOR WATERMIST PHASE III, dated April 20, 2022; prepared by Hussey Gay Bell; certified by Bruce W. Hamilton, Land Surveyor 2951; and recorded in Plat Book ____, pages _____. Said plat is hereby incorporated herein by reference for a more detailed description.

The proposed Access Easement of 20' measures 0.366 acres and is shown on the above- referenced Plat.

The Easement conveyed herein is for the purpose of an Access Easement and shall grant to the Grantee full right to traverse the Access Easement in an unimpeded manner.

Grantor hereby covenants with Grantee that they are lawfully seized and possessed of the real estate previously described herein and they have good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all encumbrances. The easement herein granted shall bind the successors and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.

[Signatures continue on the following page]

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

Signed, sealed and delivered
in the presence of:

Witness

JLC MIRROR LAKE, SUB 1, LLC

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

GRANTEE:
THE CITY OF VILLA RICA

Witness

By: _____
Printed Name: TOM BARBER
Title: CITY MANAGER

Notary Public
My Commission Expires: _____

RESERVED FOR CLERK OF SUPERIOR
COURT RECORDING INFORMATION

GENERAL NOTES

1. THIS SURVEY IS AN ACCESS EASEMENT FOR AN EXISTING PLATTED LOT. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED ON NOVEMBER 17, 2021. REFERENCE FOR THIS SURVEY SHOULD BE MADE TO AN ALTA/NSPS LAND TITLE SURVEY FOR JLC MIRROR LAKE SUB 1, LLC, DATED DECEMBER 9, 2021.
2. THE BEARING STRUCTURE FOR THIS SURVEY IS BASED ON MONUMENTS FOUND IN THE FIELD AT THE TIME OF THIS SURVEY AND TIED INTO THE NATIONAL GEODETIC SURVEY AND EGPS SOLUTIONS CONTINUALLY OPERATING REFERENCE SYSTEM BY USE OF TRIMBLE GPS EQUIPMENT.
3. THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE OF ANNUAL FLOOD) AND IS PLOTTED HEREON. AS PER F.I.R.M. PANEL 1304500157E CITY OF VILLA RICA, EFFECTIVE DATE AUGUST 15, 2019.
4. THE PUBLIC RECORDS SHOWN HEREON REFLECTS THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON AND REFERENCE TO THE SAME DOES NOT AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION. THIS SURVEY REFLECTS ONLY THOSE MATTERS OF TITLE OF RECORD FURNISHED TO THE SURVEYOR AT THIS TIME.
5. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
6. THE FIRM OF HAYES, JAMES AND ASSOCIATES, INC. DOES NOT CERTIFY TO THE ACCURACY OR THE LOCATION OF ANY UNDERGROUND UTILITIES EITHER SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 PRIOR TO ANY CONSTRUCTION.
7. THIS PLAT WAS PREPARED AND CERTIFIED FOR THE INDIVIDUAL, INDIVIDUALS OR GROUP LISTED ON THIS DOCUMENT. THE CERTIFICATION DOES NOT EXTEND TO OTHER INDIVIDUALS OR GROUPS WITHOUT RECERTIFICATION BY THE SURVEYOR OF RECORD LISTING NEW OR ADDITIONAL INDIVIDUALS OR GROUPS.
8. CERTIFICATION DOES NOT EXTEND TO MATTERS OF TITLE, DEEDS AND PLATS REFERENCED HEREON WERE USED AS EVIDENCE OF PROPERTY LINE LOCATIONS. THESE REFERENCED INSTRUMENTS DO NOT CONSTITUTE A TITLE SEARCH OR TITLE.
9. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,194 FEET.
10. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN UNADJUSTED CLOSURE OF ONE FOOT IN 37,885 FEET. THE UNADJUSTED ANGULAR ERROR OF 30 SECONDS. THIS SURVEY WAS ADJUSTED USING A LEAST SQUARES ADJUSTMENT.

ACCESS EASEMENT		
L1	N05°24'33"E	22.01'
L2	N70°43'17"E	40.49'
L3	N08°47'52"E	78.75'
L4	N75°17'59"E	35.42'
L5	N81°21'58"E	61.51'
L6	N18°56'26"W	69.17'
L7	N27°07'49"W	106.88'
L8	N37°03'46"W	56.92'
L9	N21°11'29"W	59.34'
L10	N36°43'21"W	52.85'
L11	N30°43'56"W	14.08'
L12	N05°24'33"E	33.91'
L13	S30°43'56"E	40.42'
L14	S36°43'21"E	54.53'
L15	S21°11'29"E	59.28'
L16	S37°03'46"E	55.87'
L17	S27°07'49"E	110.05'
L18	S18°56'26"E	69.95'
L19	S81°21'58"W	60.20'
L20	S75°17'59"W	33.22'
L21	S68°47'52"W	77.95'
L22	S70°43'17"W	50.02'

THIS EASEMENT IS DEDICATED TO
THE CITY OF VILLA RICA
BY
JLC MIRROR LAKE, SUB 1, LLC.

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	73.72'	37.22'	N68°27'36"E	36.82'
C2	29.30'	22.56'	N23°32'01"E	22.01'
C3	104.85'	23.98'	N02°51'38"W	23.93'
C4	559.68'	108.59'	N17°08'38"W	108.42'
C5	579.68'	112.17'	S17°05'35"E	111.98'
C6	124.85'	28.59'	S03°01'54"E	28.53'
C7	49.30'	39.12'	S24°41'27"W	38.10'
C8	93.72'	48.39'	S67°57'17"W	47.85'

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.

[Signature]
Georgia Land Surveyor No. 2951

DATE 7-21-22



P.O.B.
ACCESS
EASEMENT

P.O.B.
PHASE III
TRACT 2
S83°36'54"E 287.74'

N/F
CITY OF VILLA RICA
PARCEL 01800250002
D.B. 822, PG. 697-698
P.B. 16, PG. 246

N/F
JLC MIRROR LAKE SUB 1, LLC
D.B. 3349, PG. 966
P.B. 29, PG. 81

N/F
SOUTHEAST TRUST
FOR PARKS
PARCEL 01800250001
D.B. 3264, PG. 580

PROPOSED 20'
ACCESS EASEMENT
(0.366 ACRES)

WATERMIST
PHASE III
TRACT 2

WATERMIST
PHASE III
TRACT 2

Formerly
Hayes | James

HUSSEY GAY BELL
— Established 1938 —

3830 EAST FIRST STREET
SUITE 1
BLUE RIDGE, GEORGIA 30513
TEL. (706) 632-4981
FAX. (706) 632-4982
CERTIFICATE OF AUTHORIZATION:
NO. LSF000255

JLC MIRROR LAKE
SUB 1, LLC
6309 POWERS FERRY ROAD NW
SUITE 600
ATLANTA, GA 30339

Date	7-21-2022
By	AGW
Appr.	
Examined	
Noted	

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engineer.

Project Title

WATERMIST PHASE I:

Project Location
LAND LOT(S) 1/2 180
DISTRICT 2
PARCEL
COUNTY DOUGLAS
STATE GEORGIA

Project No. 20-085
Drawn By: A.G.W.
Checked By: B.W.H.
Date: 04/20/2022

Sheet Title

ACCESS EASEMENT

Sheet Number

1 of 1



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-08-22 – Villa Trace Apartments –Stream Buffer Variance

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29th, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Ridge Cole of Villa Rica, GA is requesting a variance for an encroachment of 608 square feet into the 75’ stream buffer in order to construct a retaining wall. The applicant is not seeking to encroach within the city’s 50’ stream buffer nor the state’s 25’ nondisturbance buffer.

BACKGROUND: The applicant proposes to construct a 48-unit apartment complex within three buildings on the site, which is a permitted use in the MF1 Zone. The applicant states that the purpose of the request is because the encroachment will “improve the development” to allow for a small backyard for the residents.

STAFF RECOMMENDATION: APPROVAL

Reasons: The encroachment is minimally invasive to the 75’ stream buffer and has a functional aspect that will enhance the product and future usability of the space for the dwellers.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the variance request by Ridge Cole of Villa Rica, GA to encroach into the city’s 75’ stream buffer by 608 square feet.



June 29th, 2022

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

Re: Planning Report
Ridge Cole
VA-08-22 and VA-09-22
Villa Trace
Land Lot 145, District 2, Section 5
Parcel # V02 0070149
Acreage: 13.11
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Mac Pilgrim
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Ridge Cole (the Applicant) seeks a variance from the 75' stream buffer in order to encroach a total of 608 SF into the impervious buffer (VA-08-22). The applicant is not proposing to encroach within the city's 50' stream buffer nor the state's 25' nondisturbance buffer. The applicant has also requested a second variance (VA-09-22) from Section 9.03(2)(c) of the Zoning Ordinance in order to permit for the primary buildings to face the parking lot rather than a street or common open space. The applicant is proposing three two-story residential apartment buildings with 48 units. Because of the joint requests from the applicant for the same project, I have reviewed both applications as a part of one report, however the merits of each request should be considered by the City Council individually. The variances are outlined in Section D.

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

1. Two Applications for a Variance, dated June 9th, 2022 (6 pages);
2. Site Plan, dated March 30th, 2022, signed and sealed by Michael G. Forlaw, P.E. of The Southeast Civil Group (1 sheet);
3. Applicant Letters of Intent, prepared by The Southeast Civil Group, LLC, dated June 9th, 2022 (2 page);
4. Warranty Deed, signed by Elaine H. Brown, dated December 2nd, 2022 (2 pages).



A. Existing Conditions

The subject property is located east of Villa Trace and south of the Norfolk Southern Railroad. The parcel has frontage along Villa Trace consisting of approximately 986.7'. The property is sloping with a low topography grade towards the eastern side of the parcel. flat and consists of a creek through the center of the parcel running in a north-south fashion.

The parcel is currently zoned Multifamily Low-Density (MF1) and features an undeveloped wooded lot. The parcel does not border a city boundary/unincorporated area and is located in the Carroll County portion of the city. The parcel is bound by Industrial Medium-Density (I2) zoned property to the north and east, and Single-Family Agricultural (AG) and Single-Family Suburban (R1) zoned properties to the west. The property to the south an existing apartment complex also zoned MF1. The surrounding properties consist of residential and industrial uses.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial Medium-Density (I2)	Conservation/Open Space
East	Industrial Medium-Density (I2)	Industrial
South	Multifamily Low-Density (MF1)	Suburban Village
West	Single-Family Agricultural (AG) Single-Family Suburban (R1)	Suburban Village



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

B. Site History

The parcel is currently unutilized and features vacant land. The property was rezoned from Multifamily (R14) in the Unified Development Code (UDC) to Multifamily Low-Density (MF1) during the citywide rezoning effort in 2020, which was a lateral change in zoning.



C. Proposed Development

The applicant is proposing to construct a 48-unit one and two-bedroom apartment complex consisting of three two-story buildings and a leasing office.

Section 9.03(2)(c) of the city's zoning ordinance requires that all multifamily buildings "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." The applicant is requesting a variance to have the three multifamily buildings to face the parking lot instead of Villa Trace.

The applicant is also requesting relief from the city's 75' impervious buffer along creek. The applicant proposes to construct two retaining walls within the buffer, one being 363 linear feet and another being 245 linear feet for a total of 608'. The total encroachment is proposed to be 608 sq. ft.

Flood Plain

The property is not located within a flood zone, but does border a flood zone to the north of the property. The area surrounding the creek on the property is not considered in a flood zone based on FEMA maps.

D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant's stated reasons for not complying with the 75' buffer is because the request will improve the development to allow for a small backyard for the residents. According to the applicant, if the wall is moved outside of the buffer, it will require the buildings to be set on a foundation wall. Therefore, there would be no backyard for the units.

The Applicant has requested variance relief for the following:

1. Section 9.03(2)(c): Multifamily buildings 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.

The applicant proposes to build the apartment buildings facing the parking lot. The applicant indicates in their letter of intent that the creek buffer and impervious setback on one side, and the building setback and front landscape requirements on the other make the developable area narrow, which is a hardship. All other potential lot configurations attempted by the applicant would result in additional variances.

2. 75' Buffer: No impervious surface permitted within 75' of state waters or an identified body of water.



The applicant proposes to encroach 608 sq. ft. into the 75' buffer in order to install a retaining wall to allow for a small backyard for residents.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from the applicant having topographic hardships. Staff could not identify any detriments from an approval of the 75' buffer variance, as the area proposed for encroachment is only 608 SF and is limited in nature. The site layout proposed by the developer is more car dominant and the buildings would have no relation with the street. A benefit to the issuance of the variances would be that the site would be considered usable for its intended zoning (multifamily), and would prevent the 75' buffer from being almost entirely encroached upon should 9.03(2)(c) be granted.

The Future Land Use Plan prescribes “Suburban Village” as the future land use for the parcels. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”

The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”.

The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The nature of the variance does not impact the intents of the Comprehensive Plan, as the character area is aimed at providing more housing opportunities. The new development will accomplish this goal should the variance be granted.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development



standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

- i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The ordinance's requirements will result in a practical difficulty because of the limited buildable space on the parcel. Both requests are considered reasonable in lieu of the topography of the land and comparison to other site layouts, the proposed layout was the least nonconforming of the ordinance.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Section 9.03(2)(c): APPROVAL

Reasons: The topography of the land prevents the parking to be located behind the building without a much larger encroachment within the 75' buffer.

75' Impervious Buffer: APPROVAL

Reasons: The encroachment is minimally invasive to the 75' stream buffer and has a functional aspect that will enhance the product and future usability of the space for the dwellers.



Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on June 27th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

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

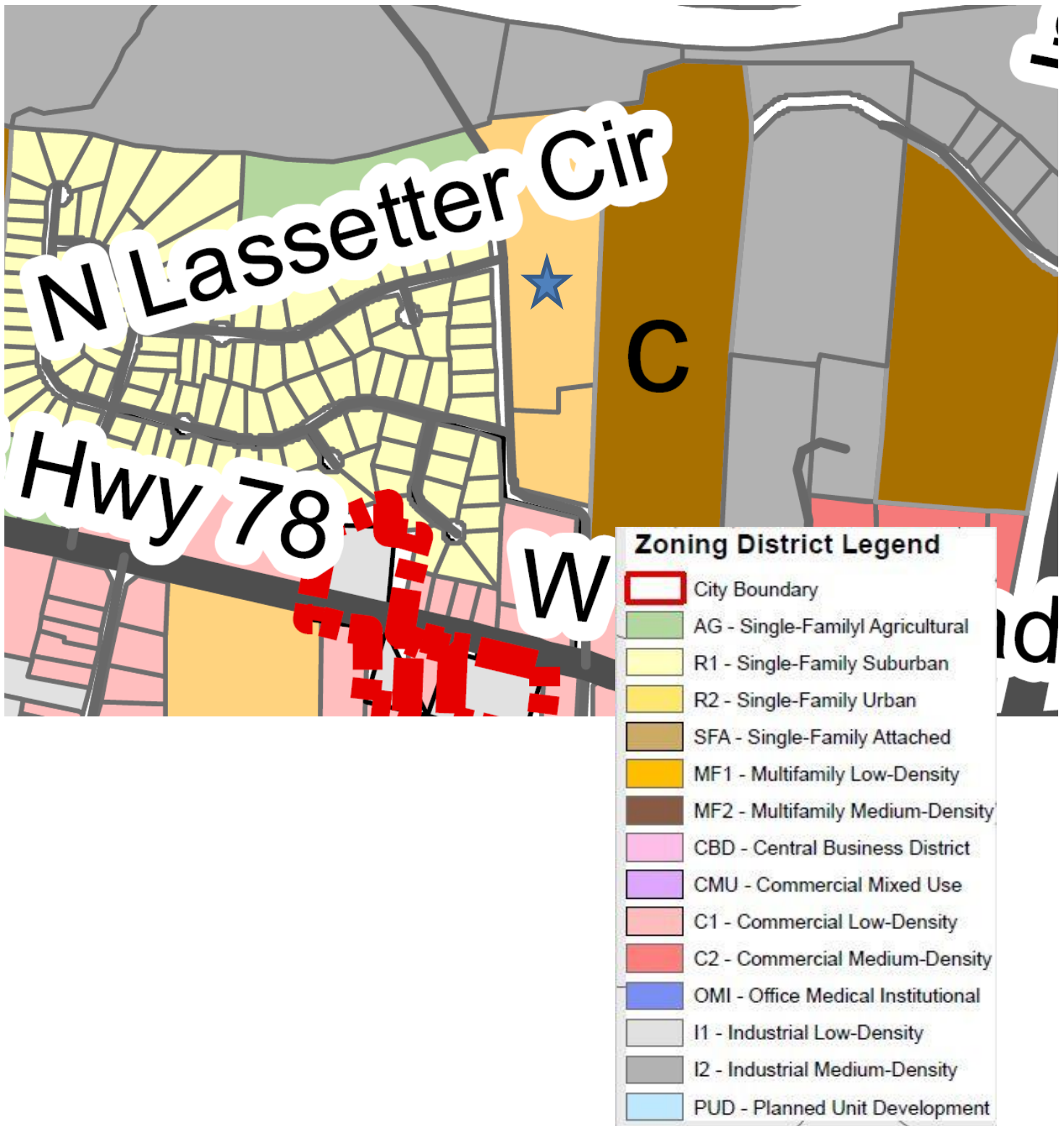
Very truly yours,

Ronald Johnson
Planning & Zoning Specialist

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

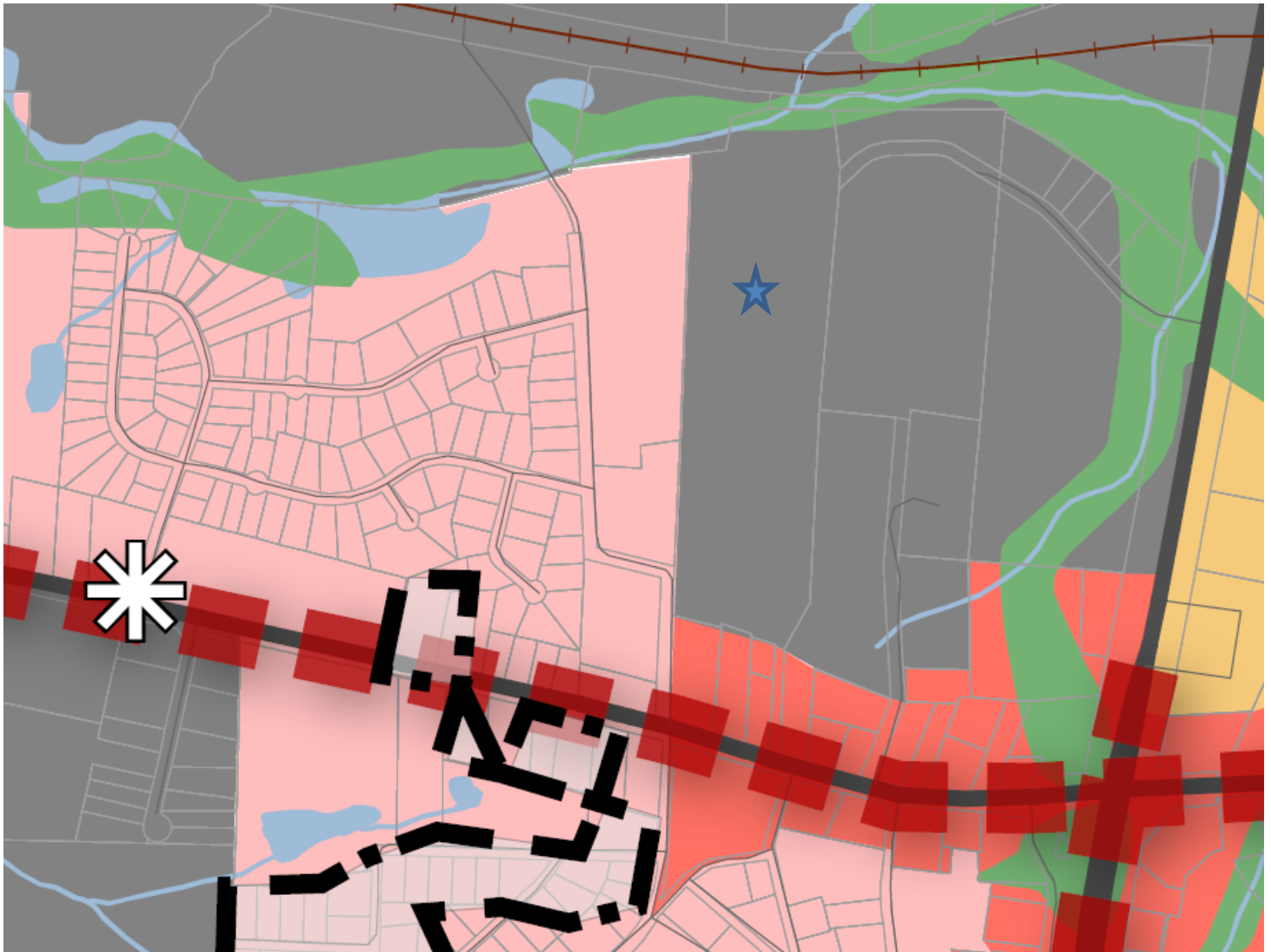


Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 06/09/2022

APPLICANT

Applicant Name: RIDGE COLE

Address: PO BOX 1942 City: VILLA RICA State: GA Zip: 30180

Phone: (770) 823 - 8572 Fax: () - Email: SOUTHERNRIDGEHOMES@ATT.NET

Agent Name: THE SOUTHEAST CIVIL GROUP LLC

Address: 8665 BALDWIN PARKWAY City: DOUGLASVILLE State: GA Zip: 30134

Phone: (678) 909 - 6996 Fax: () - Email: DESK@SOUTHEASTCIVILGROUP.COM

Owner Name (If different from applicant): _____

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

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 0 VILLA TRACE RD

I, RIDGE COLE, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

06/09/2022

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

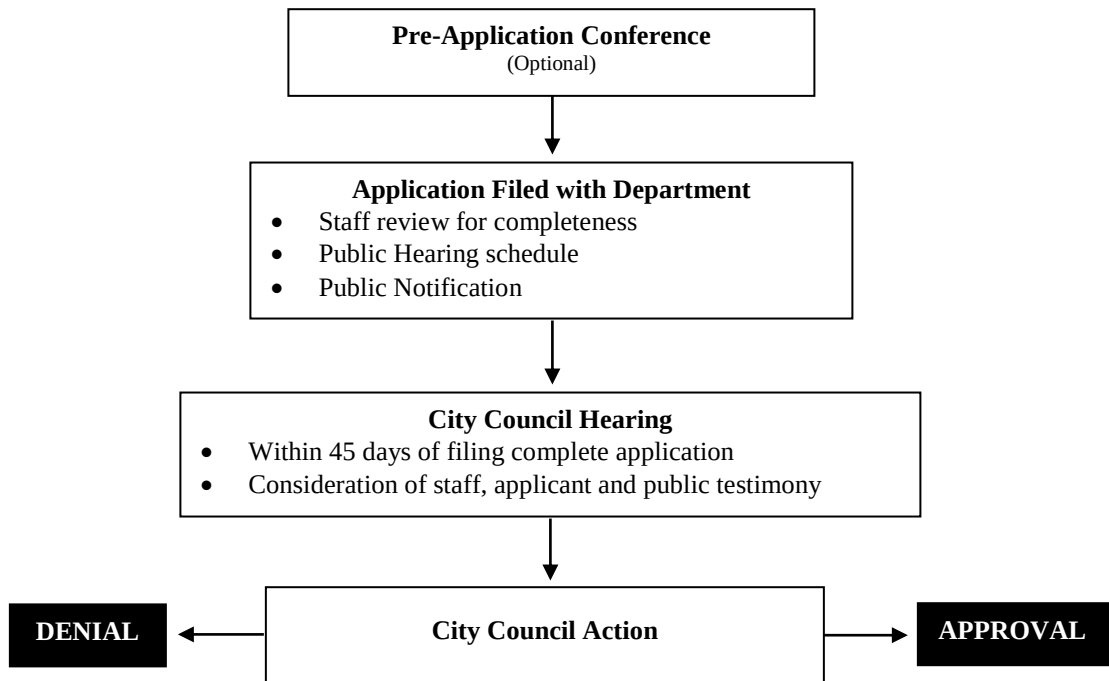
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



eFiled & eRecorded

DATE: 12/9/2020

TIME: 9:22 AM

DEED BOOK: 05878

PAGE: 00179 - 00180

RECORDING FEES: \$25.00

TRANSFER TAX: \$131.10

PARTICIPANT ID: 4019279654,7067927936

CLERK: Alan Lee

Carroll County, GA

PT61: 022-2020-005931

Prepared By and Return To:
MCMAHAN, PERRY & PHILLIPS, LLC
Attorneys at Law
318 Westview Drive
Villa Rica, Georgia 30180
Attn: Beth Perry
File No. R5882-20

STATE OF GEORGIA,
COUNTY OF CARROLL

WARRANTY DEED

THIS INDENTURE, Made this 2nd day of December, in the year Two Thousand Twenty (2020) between,

E. H. Brown FLP, LP,

of the County of, State of Georgia, as party or parties of the first part, hereinafter called "Grantor", and

Southern Ridge Home & Development LLC,

as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits)

WITNESSETH, that: Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations (\$10.00 & OVC) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

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

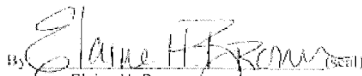
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this General Warranty Deed, the day and year above written.

Signed this 2nd day
of December, 2020,
in the presence of:



Unofficial Witness

E. H. Brown FLP, LP


Elaine H. Brown (seal)
Title: General Partner

Attest: _____ (seal)

Title:

(CORP SEAL)


Notary Public
My Commission Expires 4/17/21
(NOTARY PUBLIC SEAL AFFIXED)



eFiled & eRecorded
DATE: 12/9/2020
TIME: 9:22 AM
DEED BOOK: 05878
PAGE: 00180

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 164, 6th District, Carroll County, Georgia, being more particularly shown and delineated as Tract 1 (10.89 acres, more or less) and Tract 2 (2.22 acres, more or less) on that certain plat of survey entitled "Carroll Service & Development, Corp.," dated November 16, 1987, prepared by Crawford-Williams Assoc., Inc., certified by Douglas C. Crawford, GRLS #1833, filed for record in Plat Book 35, Page 95, Carroll County, Georgia, Public Land Records, which plat and the record thereof are each incorporated herein by reference thereto for a more complete and accurate description of said property.

In the year 2020, said property is unimproved land and bears the tax identification number V020070149.

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

GENERAL SITE DATA:
OWNER/PROJECT MANAGER
SOUTHERN RIDGE HOME &
DEVELOPMENT, LLC
ATTN: RIDGE COLE
2722 PLEASANT GROVE CHURCH RD.
VILLA RICA GA 30180
770-823-8572

1. PARCEL: V02 0070149
2. LAND LOT: 164
3. DISTRICT: 6
4. SITE AREA: 12.49 +/- ACRES
5. PROPOSED USE: APARTMENT COMPLEXES
6. ZONING: MF1 (MULTI FAMILY LOW DENSITY)

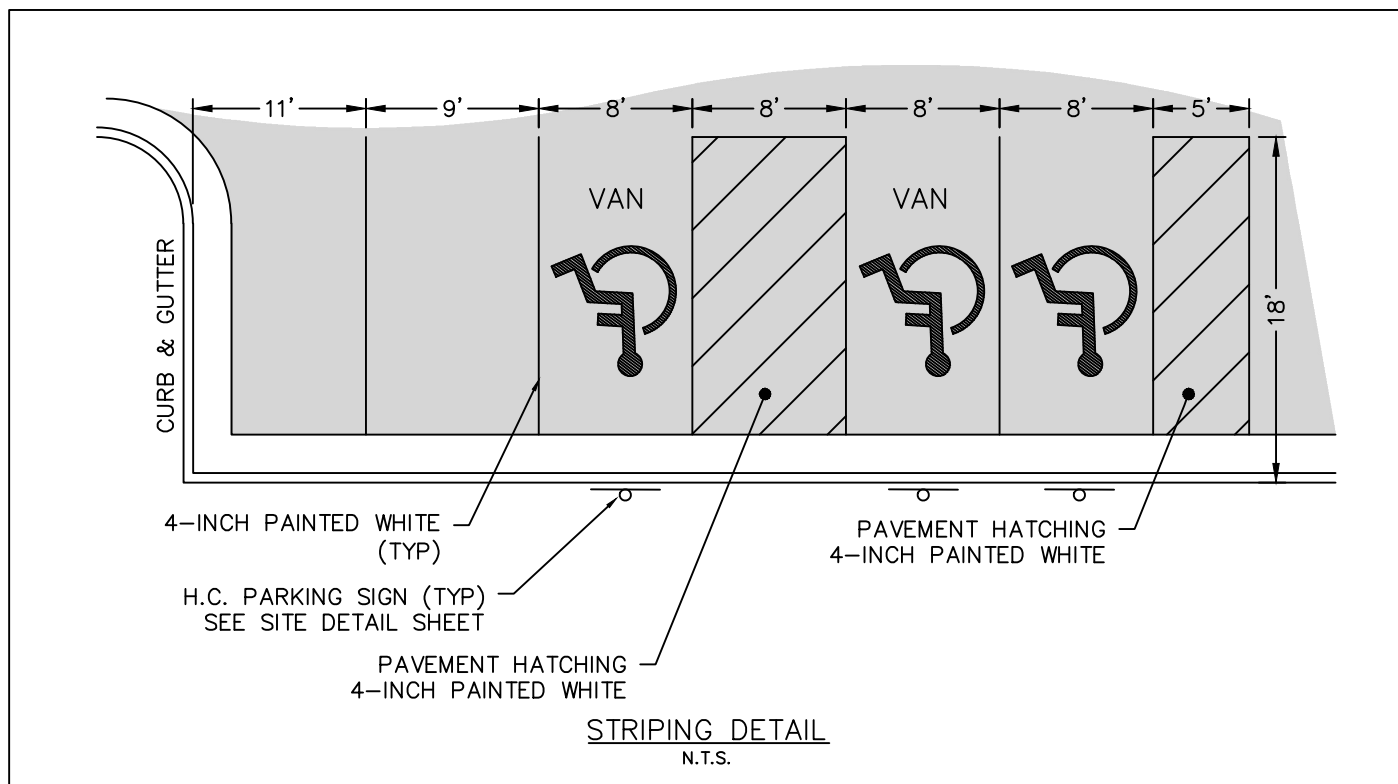
SETBACKS:
FRONT = 35'
SIDE = 40'
REAR = 40'

7. DISTURBED AREA: 5.17 AC
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CONCRETE	-4" 3000 PSI CONCRETE

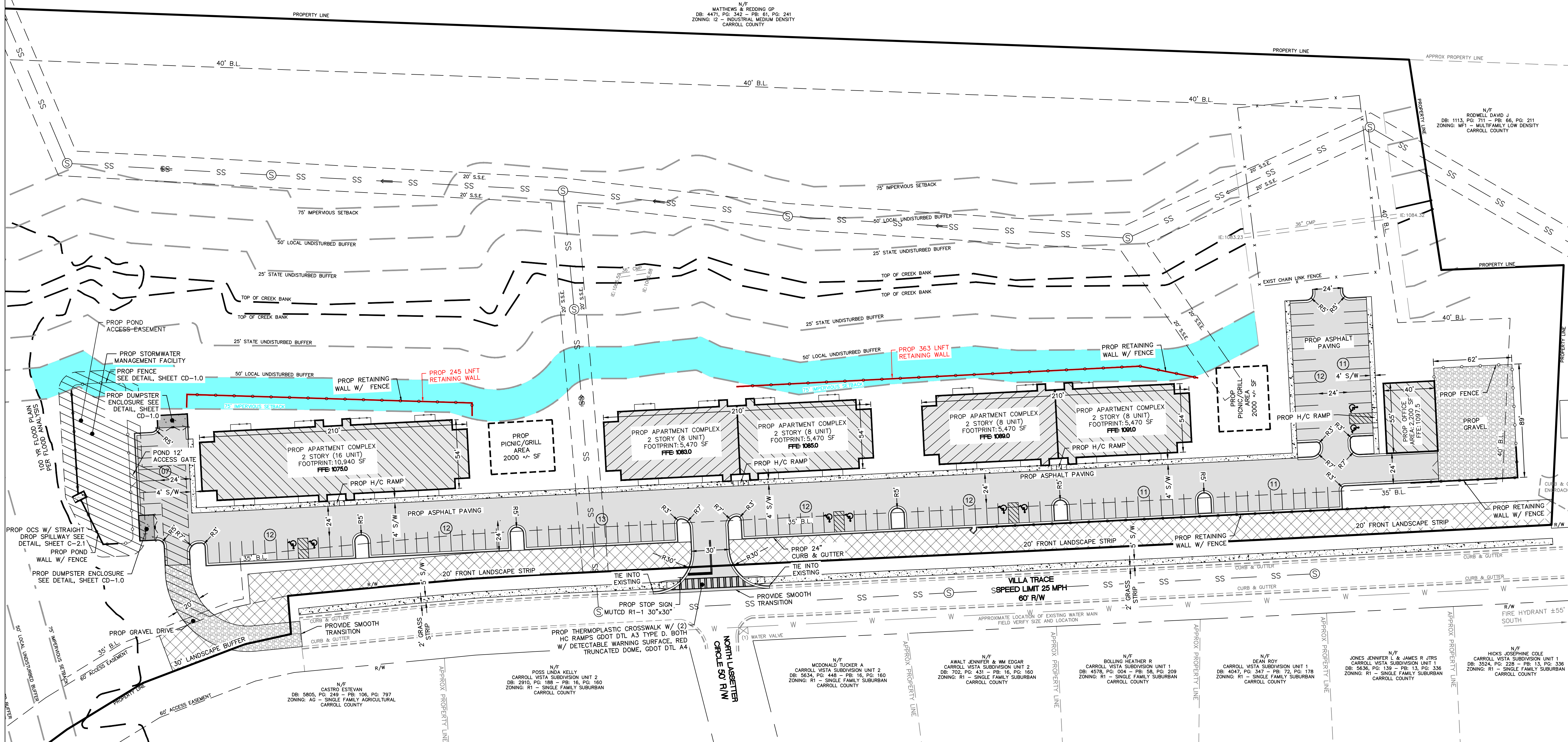
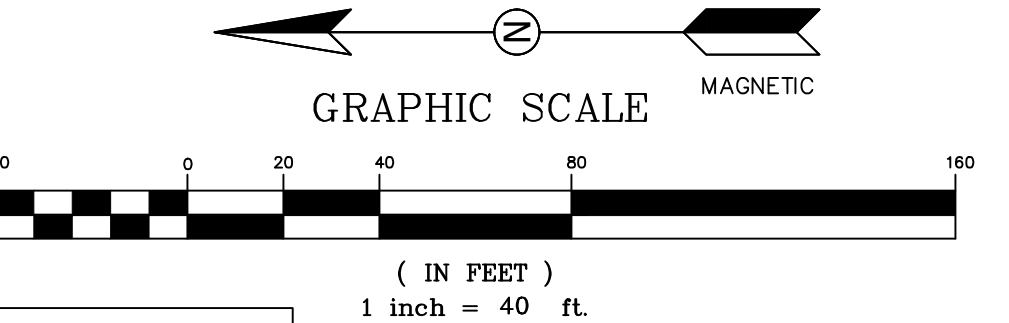
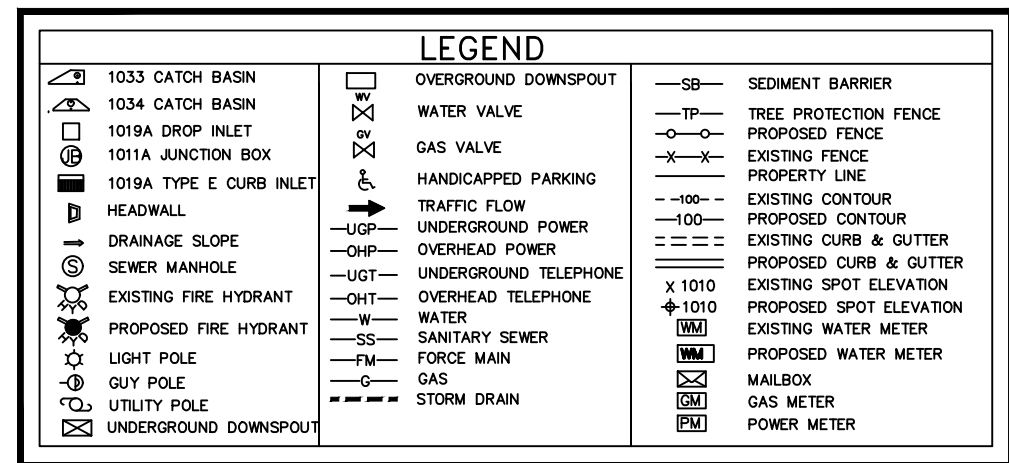
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 - BUILDING FOOTPRINT SHOWN IS APPROXIMATE. SEE ARCHITECTURAL PLANS.
 - SEE SITE DETAILS SHEET FOR APPLICABLE DETAILS.

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JOB # 201017
SCALE: 1"=40'
DATE: 03/30/2022
DRAWN BY: AEV

SITE PLAN
VILLA TRACE APARTMENTS
LOCATED IN LL 164, DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

SHEET:
C-1.1

Community Development Dept. Office of Planning and Zoning

RE: 0 Villa Trace, The Southeast Civil Group, LLC.

To whom it may concern,

This variance application is a request for the approval of the city council to allow for the retaining wall to be placed within the impervious setback.

Request: The retaining walls which are shown to be within the impervious buffer are requested to remain as shown. The area the walls take up within the impervious setback accounts for only 4% of the impervious setback width. This is calculated by considering the width of the wall (1') relative to the width of the impervious setback (25'). The area of wall within the impervious setback is calculated as such: $608' L * 1' W = 608\text{ft}^2$. The area of impervious setback along the west side of the creek, where the proposed development is taking place is calculated as such: $999' L * 25' W = 24,975\text{ft}^2$. Therefore the overall percent of retaining wall within the impervious setback is as follows: $(608\text{ft}^2 / 24,975\text{ft}^2) * 100 = 2.4\%$. Allowing this request will improve the development to allow for a small backyard for the residents. If the wall is moved outside of the buffer, it will require the buildings to be set on a foundation wall. Therefore, there would be no backyard area for the units.

The hardship of the site conditions with creek buffer and building line setback delineations requires this request from the developer to the city.

Kind Regards,
The Southeast Civil Group, LLC
Email: desk@southeastcivilgroup.com
Office Number: 678-909-6996



The Southeast Civil Group
8665 Baldwin Parkway Douglasville, GA 30134
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com

1. MATTHEWS & REDDING GP
C/O BURNELL REDDING
2381 LEE PLACE
VILLA RICA, GA 30180
2. RODWELL DAVID J
PO BOX 852
VILLA RICA, GA 30180
3. HICKS JOSEPHINE COLE
P O BOX 421
VILLA RICA, GA 30180
4. JONES JENIFER L & JAMES R JTRS
315 VILLA TRACE
VILLA RICA, GA 30180
5. DEAN ROY
PO BOX 1375
VILLA RICA, GA 30180
6. BOLLING HEATHER R
305 VILLA TRACE
VILLA RICA, GA 30180
7. AWALT JENNIFER & WM EDGAR
301 VILLA TRACE
VILLA RICA, GA 30180
8. MCDONALD TUCKER A
902 N LASSETTER CIRCLE
VILLA RICA, GA 30180
9. POSS LINDA KELLY
901 NORTH LASSETER CIR
VILLA RICA, GA 30180



The Southeast Civil Group
8665 Baldwin Parkway Douglasville, GA 30134
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com

10. CASTRO ESTEVAN & JOSE G JTRS
7490 INDIAN TRAIL
DOUGLASVILLE, GA 30134

11. VILLA RICA MAYOR & CITY
WATERWORKS RD
VILLA RICA, GA 30180

12. VILLA RICA CITY
571 W HWY 78
VILLA RICA, GA 30180



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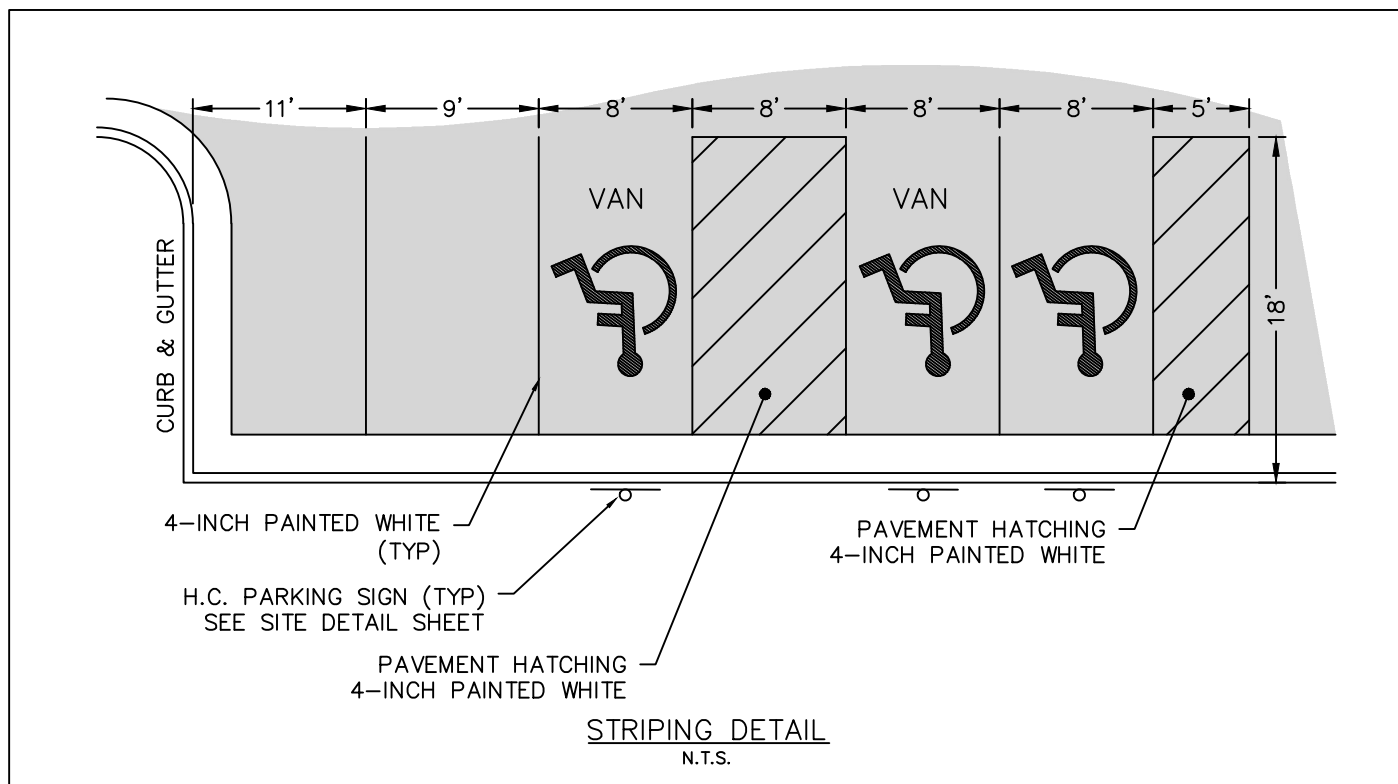
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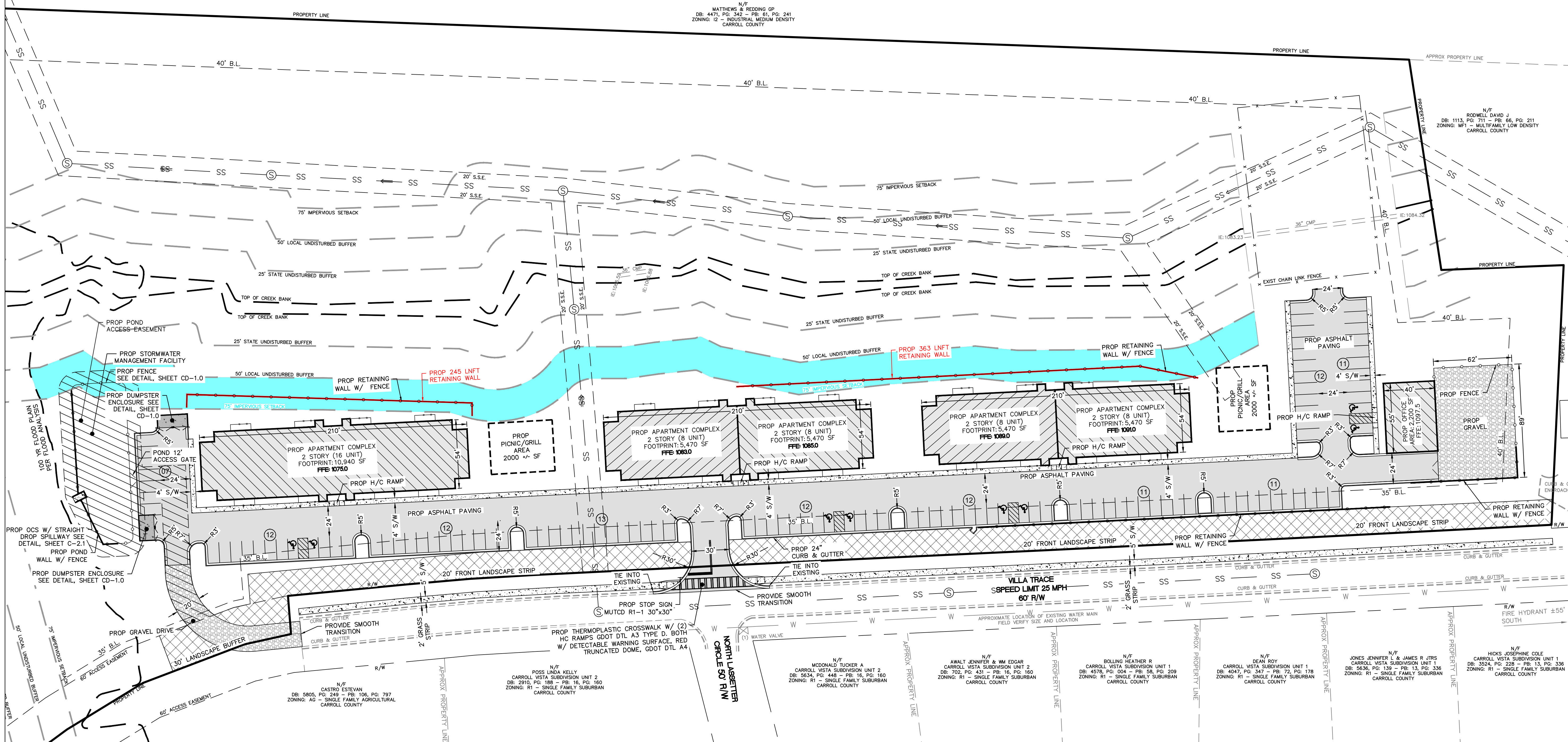
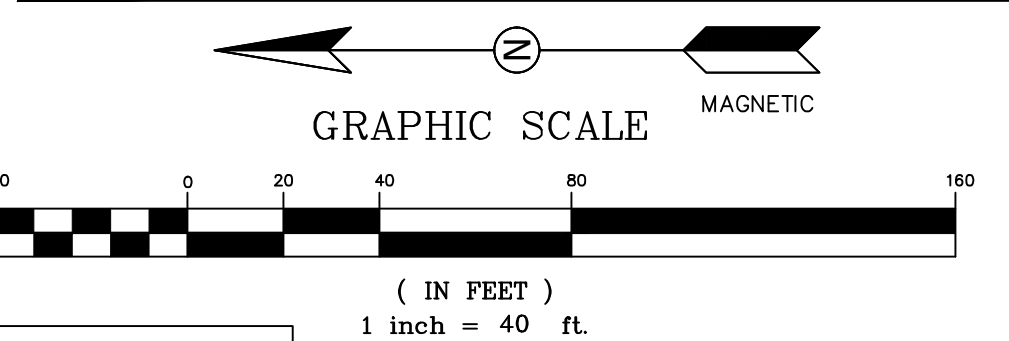


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LEGEND	
1033 CATCH BASIN	OVERGROUND DOWNSPOUT
1034 CATCH BASIN	WATER VALVE
1019A DROP INLET	GAS VALVE
1019A JUNCTION BOX	HANDICAPPED PARKING
1019A TYPE E CURB INLET	TRAFFIC FLOW
HEADWALL	UNDERGROUND POWER
DRAINAGE SLOPE	OVERHEAD POWER
SEWER MANHOLE	UNDERGROUND TELEPHONE
EXISTING FIRE HYDRANT	OVERHEAD TELEPHONE
PROPOSED FIRE HYDRANT	WATER
LIGHT POLE	SANITARY SEWER
UTILITY POLE	FORCE MAIN
UNDERGROUND DOWNSPOUT	GAS
	STORM DRAIN
	SEGMENT BARRIER
	TREE PROTECTION FENCE
	PROPOSED FENCE
	EXISTING FENCE
	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER
	PROPOSED SPOT ELEVATION
	EXISTING SPOT ELEVATION
	PROPOSED WATER METER
	MAILBOX
	GAS METER
	POWER METER



JOB # 201017
SCALE: 1"=40'
DATE: 03/30/2022
DRAWN BY: AEV

SITE PLAN
VILLA TRACE APARTMENTS
LOCATED IN LL 164, DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

SHEET:
C-1.1



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-09-21 – Villa Trace Apartments –Building Orientation Variance

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29th, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Ridge Cole of Villa Rica, GA is requesting a variance from Section 9.03(2)(c) of the Zoning Ordinance to permit for the primary buildings to face the parking lot rather than a street or common open space.

BACKGROUND: The applicant proposes to construct a 48-unit apartment complex within three buildings on the site, which is a permitted use in the MF1 Zone. The applicant states that the purpose of the request is because of the topography of the land, which prevents the parking to be located behind the building without a much larger encroachment within the 75' buffer.

STAFF RECOMMENDATION: APPROVAL

Reasons: The topography of the land prevents the parking to be located behind the building without a much larger encroachment within the 75' buffer.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the variance request by Ridge Cole of Villa Rica, GA to orient the primary buildings toward the parking lot.



June 29th, 2022

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

Re: Planning Report
Ridge Cole
VA-08-22 and VA-09-22
Villa Trace
Land Lot 145, District 2, Section 5
Parcel # V02 0070149
Acreage: 13.11
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Mac Pilgrim
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Ridge Cole (the Applicant) seeks a variance from the 75' stream buffer in order to encroach a total of 608 SF into the impervious buffer (VA-08-22). The applicant is not proposing to encroach within the city's 50' stream buffer nor the state's 25' nondisturbance buffer. The applicant has also requested a second variance (VA-09-22) from Section 9.03(2)(c) of the Zoning Ordinance in order to permit for the primary buildings to face the parking lot rather than a street or common open space. The applicant is proposing three two-story residential apartment buildings with 48 units. Because of the joint requests from the applicant for the same project, I have reviewed both applications as a part of one report, however the merits of each request should be considered by the City Council individually. The variances are outlined in Section D.

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

1. Two Applications for a Variance, dated June 9th, 2022 (6 pages);
2. Site Plan, dated March 30th, 2022, signed and sealed by Michael G. Forlaw, P.E. of The Southeast Civil Group (1 sheet);
3. Applicant Letters of Intent, prepared by The Southeast Civil Group, LLC, dated June 9th, 2022 (2 page);
4. Warranty Deed, signed by Elaine H. Brown, dated December 2nd, 2022 (2 pages).



A. Existing Conditions

The subject property is located east of Villa Trace and south of the Norfolk Southern Railroad. The parcel has frontage along Villa Trace consisting of approximately 986.7'. The property is sloping with a low topography grade towards the eastern side of the parcel. flat and consists of a creek through the center of the parcel running in a north-south fashion.

The parcel is currently zoned Multifamily Low-Density (MF1) and features an undeveloped wooded lot. The parcel does not border a city boundary/unincorporated area and is located in the Carroll County portion of the city. The parcel is bound by Industrial Medium-Density (I2) zoned property to the north and east, and Single-Family Agricultural (AG) and Single-Family Suburban (R1) zoned properties to the west. The property to the south an existing apartment complex also zoned MF1. The surrounding properties consist of residential and industrial uses.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial Medium-Density (I2)	Conservation/Open Space
East	Industrial Medium-Density (I2)	Industrial
South	Multifamily Low-Density (MF1)	Suburban Village
West	Single-Family Agricultural (AG) Single-Family Suburban (R1)	Suburban Village



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

B. Site History

The parcel is currently unutilized and features vacant land. The property was rezoned from Multifamily (R14) in the Unified Development Code (UDC) to Multifamily Low-Density (MF1) during the citywide rezoning effort in 2020, which was a lateral change in zoning.



C. Proposed Development

The applicant is proposing to construct a 48-unit one and two-bedroom apartment complex consisting of three two-story buildings and a leasing office.

Section 9.03(2)(c) of the city's zoning ordinance requires that all multifamily buildings "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." The applicant is requesting a variance to have the three multifamily buildings to face the parking lot instead of Villa Trace.

The applicant is also requesting relief from the city's 75' impervious buffer along creek. The applicant proposes to construct two retaining walls within the buffer, one being 363 linear feet and another being 245 linear feet for a total of 608'. The total encroachment is proposed to be 608 sq. ft.

Flood Plain

The property is not located within a flood zone, but does border a flood zone to the north of the property. The area surrounding the creek on the property is not considered in a flood zone based on FEMA maps.

D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant's stated reasons for not complying with the 75' buffer is because the request will improve the development to allow for a small backyard for the residents. According to the applicant, if the wall is moved outside of the buffer, it will require the buildings to be set on a foundation wall. Therefore, there would be no backyard for the units.

The Applicant has requested variance relief for the following:

1. Section 9.03(2)(c): Multifamily buildings 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.

The applicant proposes to build the apartment buildings facing the parking lot. The applicant indicates in their letter of intent that the creek buffer and impervious setback on one side, and the building setback and front landscape requirements on the other make the developable area narrow, which is a hardship. All other potential lot configurations attempted by the applicant would result in additional variances.

2. 75' Buffer: No impervious surface permitted within 75' of state waters or an identified body of water.



The applicant proposes to encroach 608 sq. ft. into the 75' buffer in order to install a retaining wall to allow for a small backyard for residents.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from the applicant having topographic hardships. Staff could not identify any detriments from an approval of the 75' buffer variance, as the area proposed for encroachment is only 608 SF and is limited in nature. The site layout proposed by the developer is more car dominant and the buildings would have no relation with the street. A benefit to the issuance of the variances would be that the site would be considered usable for its intended zoning (multifamily), and would prevent the 75' buffer from being almost entirely encroached upon should 9.03(2)(c) be granted.

The Future Land Use Plan prescribes “Suburban Village” as the future land use for the parcels. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”

The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”.

The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The nature of the variance does not impact the intents of the Comprehensive Plan, as the character area is aimed at providing more housing opportunities. The new development will accomplish this goal should the variance be granted.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development



standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

- i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The ordinance's requirements will result in a practical difficulty because of the limited buildable space on the parcel. Both requests are considered reasonable in lieu of the topography of the land and comparison to other site layouts, the proposed layout was the least nonconforming of the ordinance.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Section 9.03(2)(c): APPROVAL

Reasons: The topography of the land prevents the parking to be located behind the building without a much larger encroachment within the 75' buffer.

75' Impervious Buffer: APPROVAL

Reasons: The encroachment is minimally invasive to the 75' stream buffer and has a functional aspect that will enhance the product and future usability of the space for the dwellers.



Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on June 27th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

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

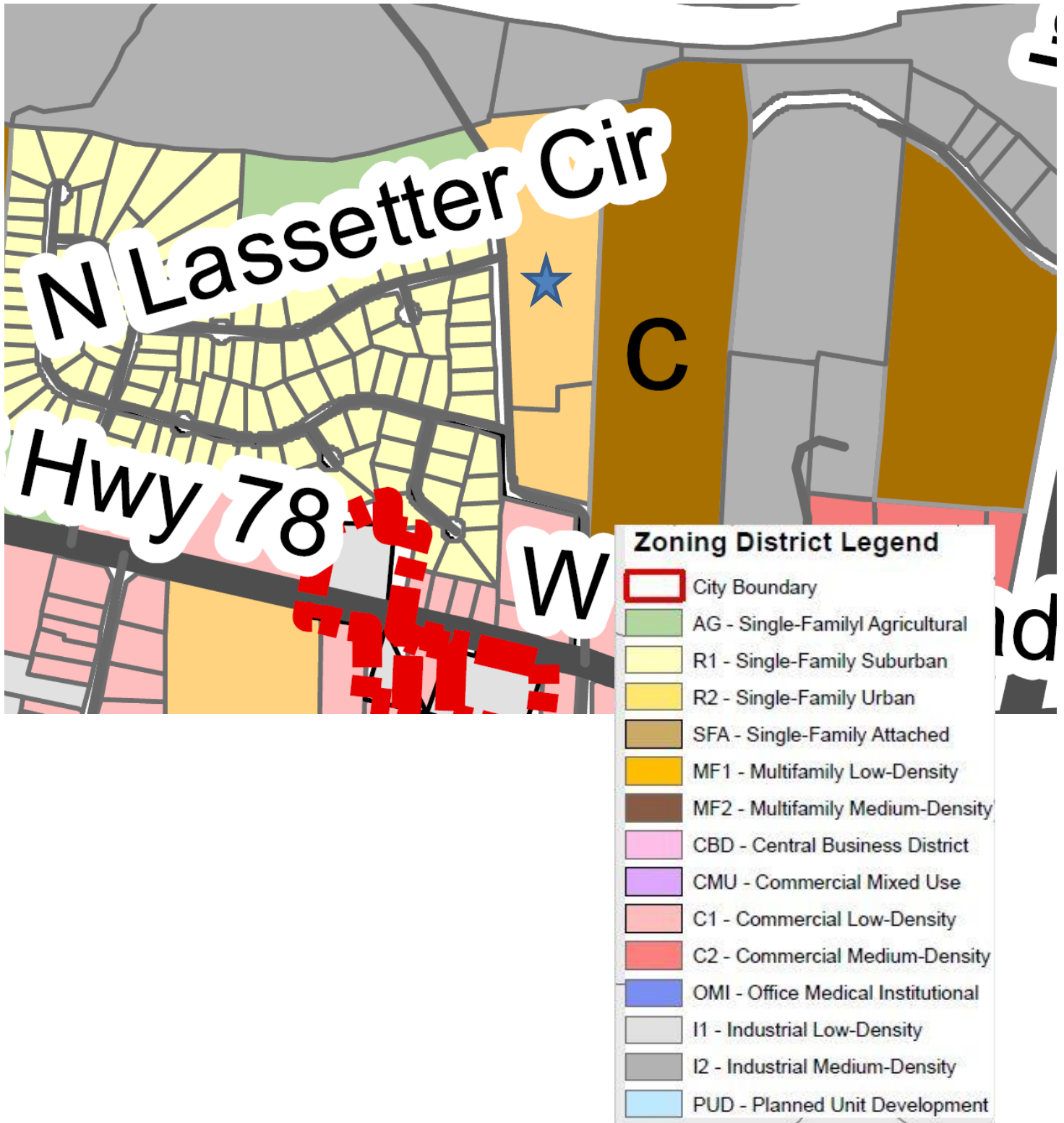
Very truly yours,

Ronald Johnson
Planning & Zoning Specialist

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

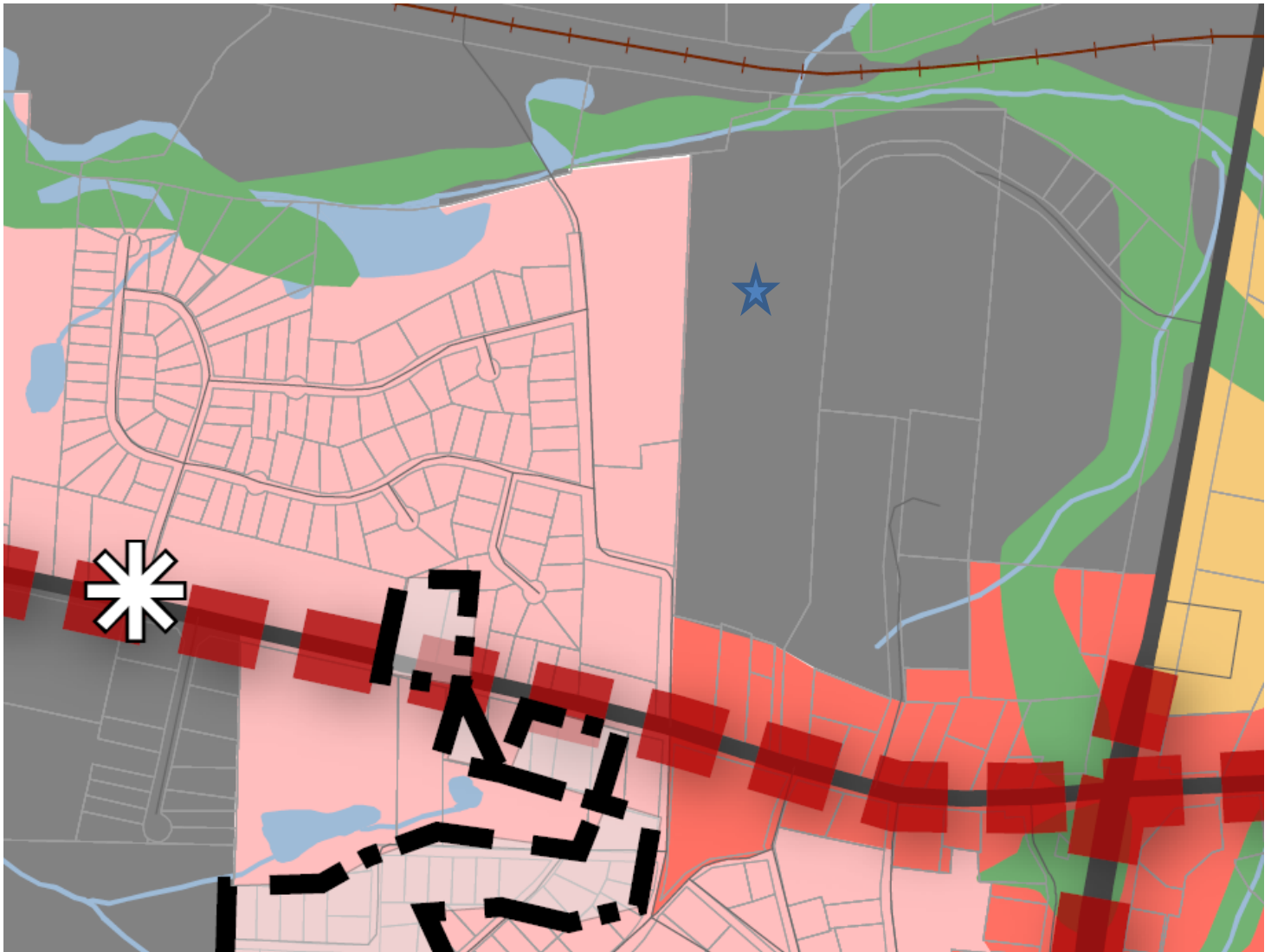


Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY



GENERAL SITE DATA:
OWNER/PROJECT MANAGER
SOUTHERN RIDGE HOME &
DEVELOPMENT, LLC
ATTN: RIDGE COLE
2722 PLEASANT GROVE CHURCH RD.
VILLA RICA GA 30180
770-823-8572

1. PARCEL: V02 0070149
2. LAND LOT: 164
3. DISTRICT: 6
4. SITE AREA: 12.49 +/- ACRES
5. PROPOSED USE: APARTMENT COMPLEXES
6. ZONING: MF1 (MULTI FAMILY LOW DENSITY)

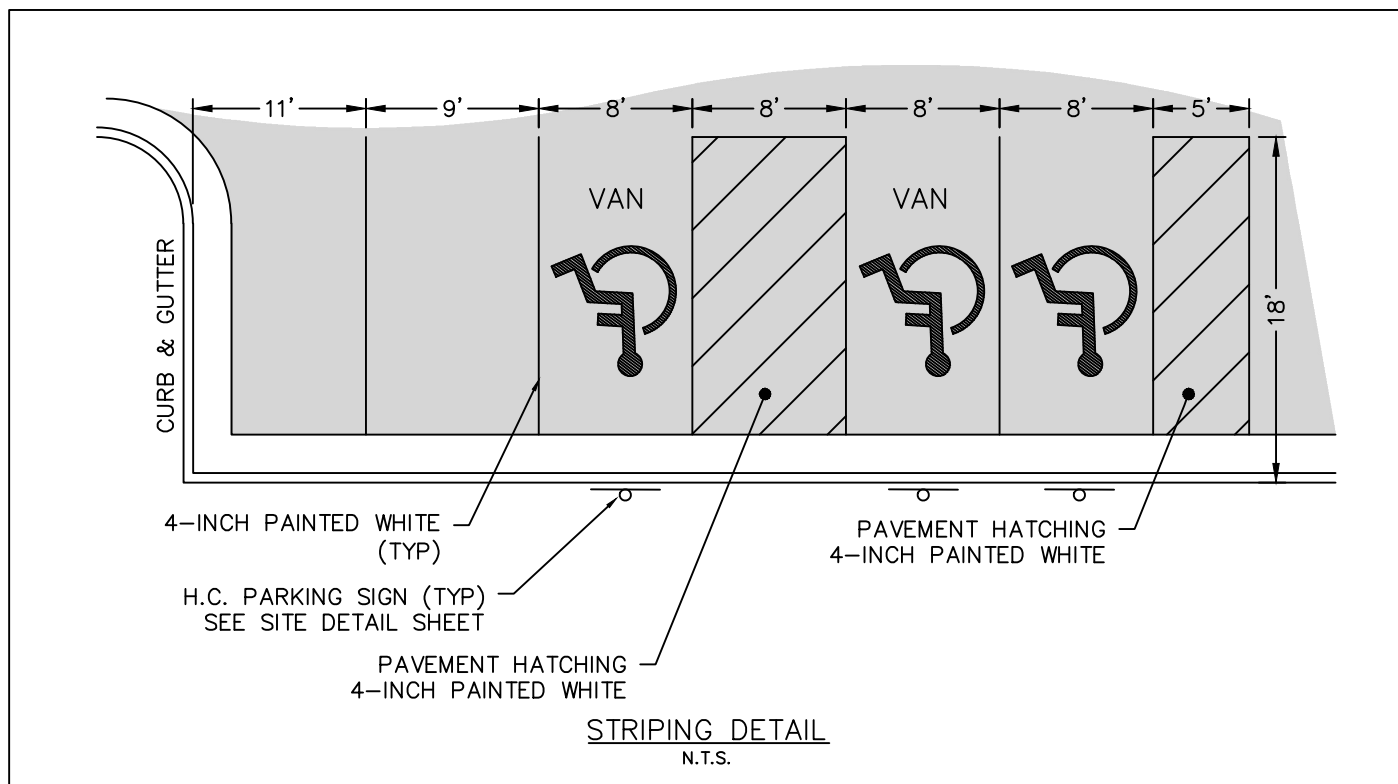
SETBACKS:
FRONT = 35'
SIDE = 40'
REAR = 40'

7. DISTURBED AREA: 5.17 AC
8. EXISTING IMPERVIOUS AREA: 0 S.F.
9. PROPOSED IMPERVIOUS AREA: 105,057 S.F.
10. WATER AVAILABILITY: PUBLIC
11. SEWER AVAILABILITY: PUBLIC

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• (1.5 VISITOR SPACES) * 48 UNITS = 16 VISITOR SPACES	
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HANDICAP PARKING REQUIRED = 5 (REG) 1 (VAN) 6 (TOTAL)	
HANDICAP PARKING PROVIDED = 0 (REG) 8 (VAN) 8 (TOTAL)	

PAVING LEGEND	
ASPHALT PAVEMENT	-6" COMPACTED G.A.B. -2" TYPE B BINDER COURSE -1 1/2" TYPE C SURFACE COURSE
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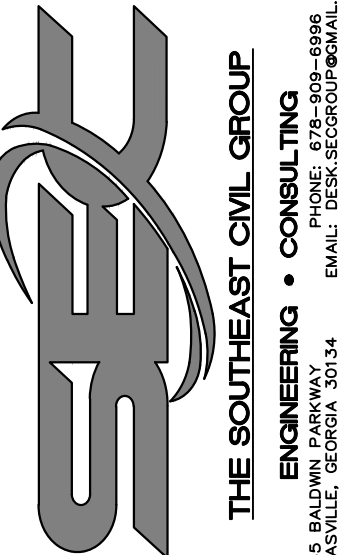
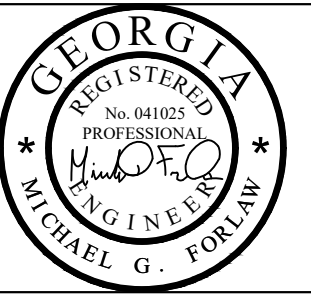
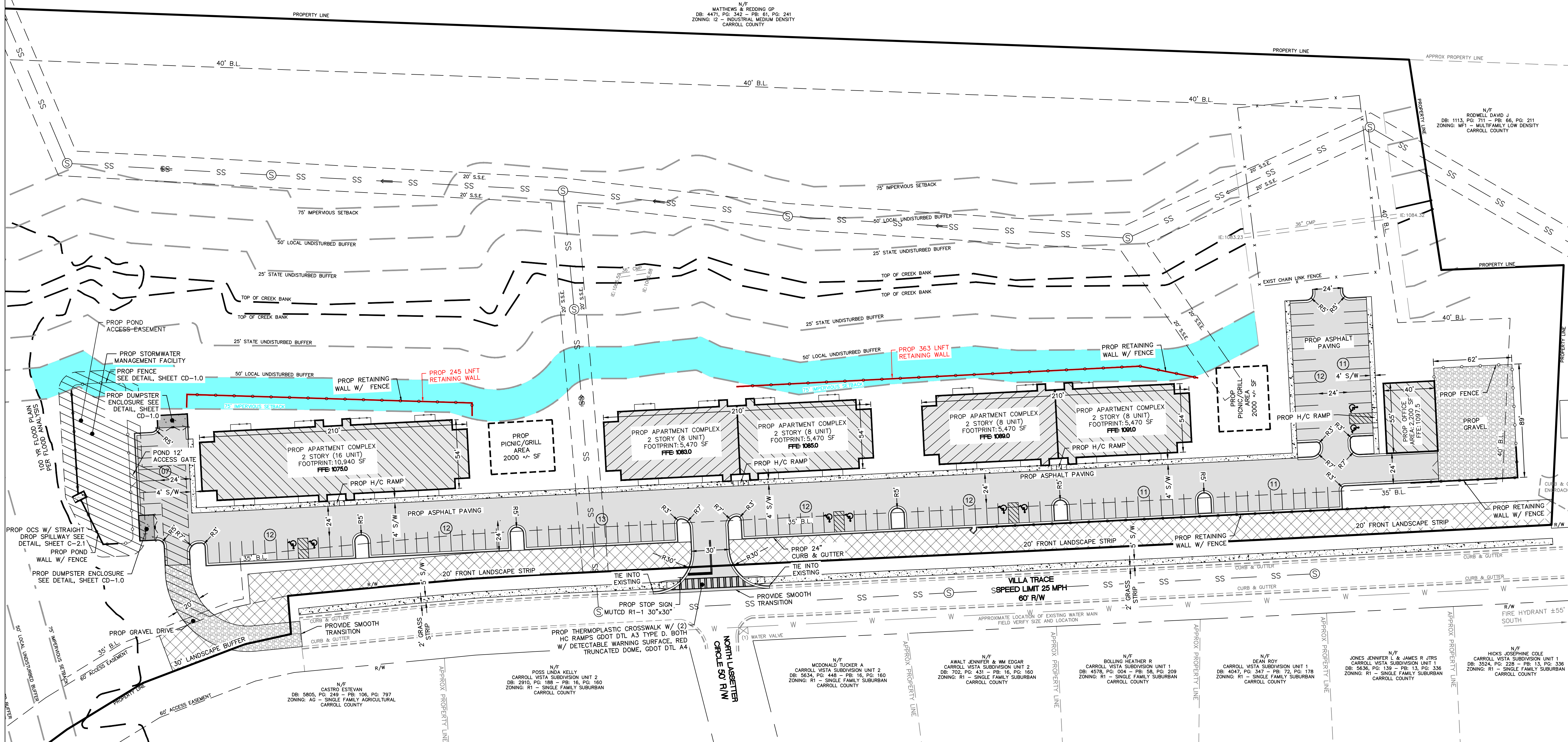
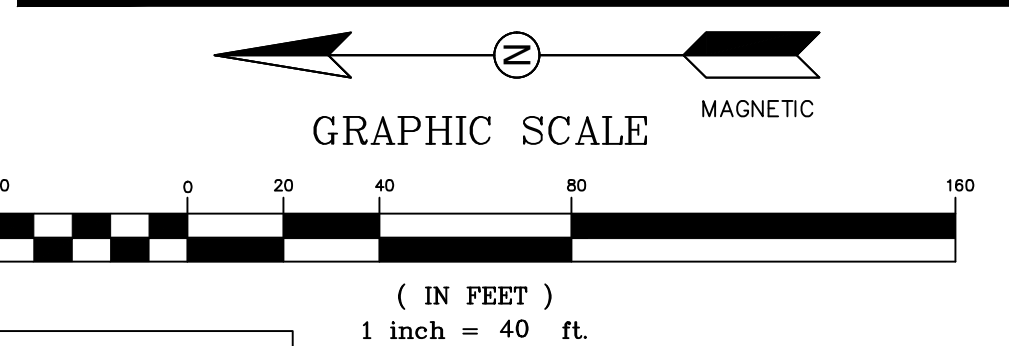
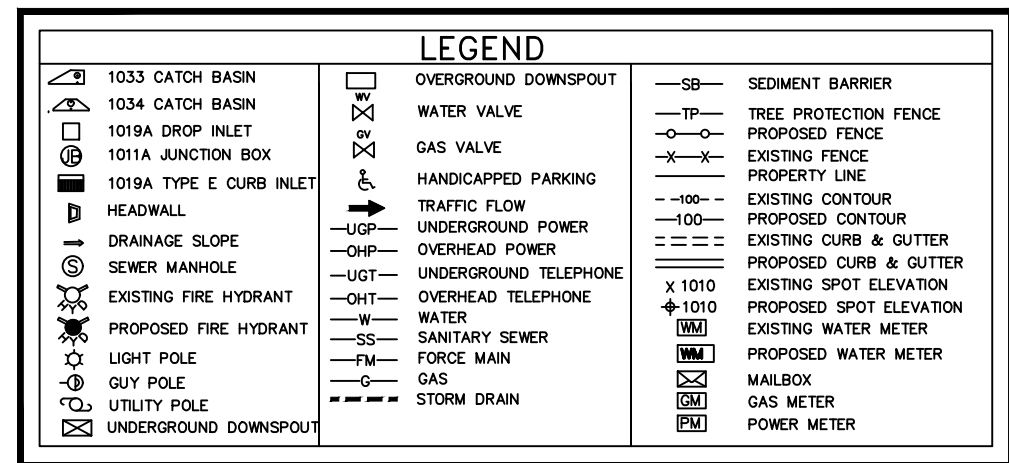
OWNER / PROJECT MANAGER
SOUTHERN RIDGE HOME &
DEVELOPMENT, LLC
ATTN: RIDGE COLE
2722 PLEASANT GROVE CHURCH RD.
VILLA RICA GA 30180
770-823-8572



- SITE NOTES
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE
 - DASHED DIRECTIONAL ARROWS SHOWN TO DEMONSTRATE TRAFFIC FLOW ONLY, NOT PROPOSED TO BE MARKED ON PAVEMENT.
 - PAVING SPECIFICATIONS TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
 - ALL PROPOSED RETAINING WALLS TO BE DESIGNED BY A GEORGIA REGISTERED PROFESSIONAL ENGINEER.
 - ALL RETAINING WALLS OVER 30 INCHES IN HEIGHT SHALL HAVE METAL GUARDRAIL/ RAILING.
 - CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 - CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
 - UTILITY LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
 - BUILDING FOOTPRINT SHOWN IS APPROXIMATE. SEE ARCHITECTURAL PLANS.
 - SEE SITE DETAILS SHEET FOR APPLICABLE DETAILS.

NOTE: UTILITIES LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.

- NOTE:
- BOUNDARY INFORMATION SHOWN OBTAINED FROM A BOUNDARY SURVEY FOR SOUTHERN RIDGE HOMES AND DEVELOPMENT, LLC PREPARED BY VANSANT-CAMPBELL DATED 07/17/2021.
 - TOPOGRAPHIC DATA OBTAINED FROM CARROLL COUNTY GIS AND IS APPROXIMATE.
 - THE F.I.R.M. PANEL 13045001520 DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS LOCATED IN A FLOOD HAZARD AREA.
 - THE U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED, AND NO WETLANDS ARE SHOWN TO BE PRESENT WITHIN PROJECT LIMITS.



JOB # 201017
SCALE: 1"=40'
DATE: 03/30/2022
DRAWN BY: AEV

SITE PLAN
VILLA TRACE APARTMENTS
LOCATED IN LL 164, DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

SHEET:
C-1.1



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 06/09/2022

APPLICANT

Applicant Name: RIDGE COLE

Address: PO BOX 1942 City: VILLA RICA State: GA Zip: 30180

Phone: (770) 823 - 8572 Fax: () - Email: SOUTHERNRIDGEHOMES@ATT.NET

Agent Name: THE SOUTHEAST CIVIL GROUP LLC

Address: 8665 BALDWIN PARKWAY City: DOUGLASVILLE State: GA Zip: 30134

Phone: (678) 909 - 6996 Fax: () - Email: DESK@SOUTHEASTCIVILGROUP.COM

Owner Name (If different from applicant): _____

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

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 0 VILLA TRACE RD

I, RIDGE COLE, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

06/09/2022

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

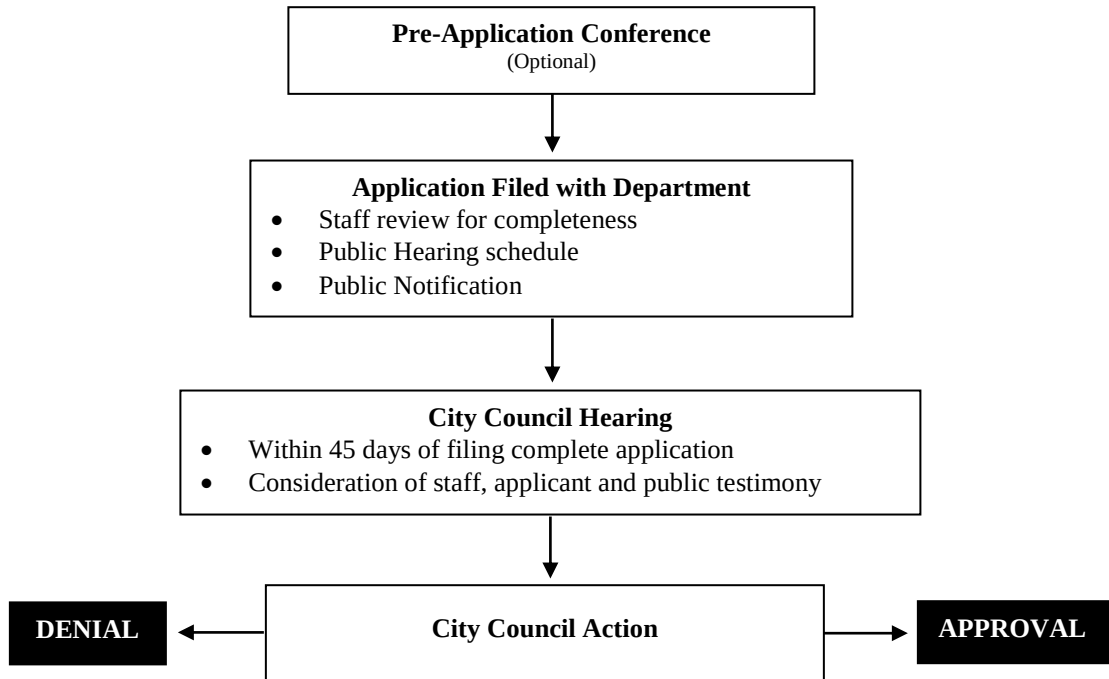
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



eFiled & eRecorded

DATE: 12/9/2020

TIME: 9:22 AM

DEED BOOK: 05878

PAGE: 00179 - 00180

RECORDING FEES: \$25.00

TRANSFER TAX: \$131.10

PARTICIPANT ID: 4019279654,7067927936

CLERK: Alan Lee

Carroll County, GA

PT61: 022-2020-005931

Prepared By and Return To:
MCMAHAN, PERRY & PHILLIPS, LLC
Attorneys at Law
318 Westview Drive
Villa Rica, Georgia 30180
Attn: Beth Perry
File No. R5882-20

STATE OF GEORGIA,
COUNTY OF CARROLL

WARRANTY DEED

THIS INDENTURE, Made this 2nd day of December, in the year Two Thousand Twenty (2020) between,

E. H. Brown FLP, LP,

of the County of, State of Georgia, as party or parties of the first part, hereinafter called "Grantor", and

Southern Ridge Home & Development LLC,

as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits)

WITNESSETH, that: Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations (\$10.00 & OVC) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

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

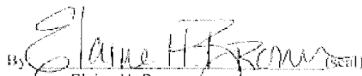
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this General Warranty Deed, the day and year above written.

Signed this 2nd day
of December, 2020,
in the presence of:



Unofficial Witness

E. H. Brown FLP, LP


Elaine H. Brown (seal)
Title: General Partner

Attest: _____ (seal)

Title:

(CORP SEAL)


Notary Public
My Commission Expires April
(NOTARY PUBLIC SEAL AFFIXED)



eFiled & eRecorded
DATE: 12/9/2020
TIME: 9:22 AM
DEED BOOK: 05878
PAGE: 00180

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 164, 6th District, Carroll County, Georgia, being more particularly shown and delineated as Tract 1 (10.89 acres, more or less) and Tract 2 (2.22 acres, more or less) on that certain plat of survey entitled "Carroll Service & Development, Corp.," dated November 16, 1987, prepared by Crawford-Williams Assoc., Inc., certified by Douglas C. Crawford, GRLS #1833, filed for record in Plat Book 35, Page 95, Carroll County, Georgia, Public Land Records, which plat and the record thereof are each incorporated herein by reference thereto for a more complete and accurate description of said property.

In the year 2020, said property is unimproved land and bears the tax identification number V020070149.

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

GENERAL SITE DATA:
OWNER/PROJECT MANAGER
SOUTHERN RIDGE HOME &
DEVELOPMENT, LLC
ATTN: RIDGE COLE
2722 PLEASANT GROVE CHURCH RD.
VILLA RICA GA 30180
770-823-8572

1. PARCEL: V02 0070149
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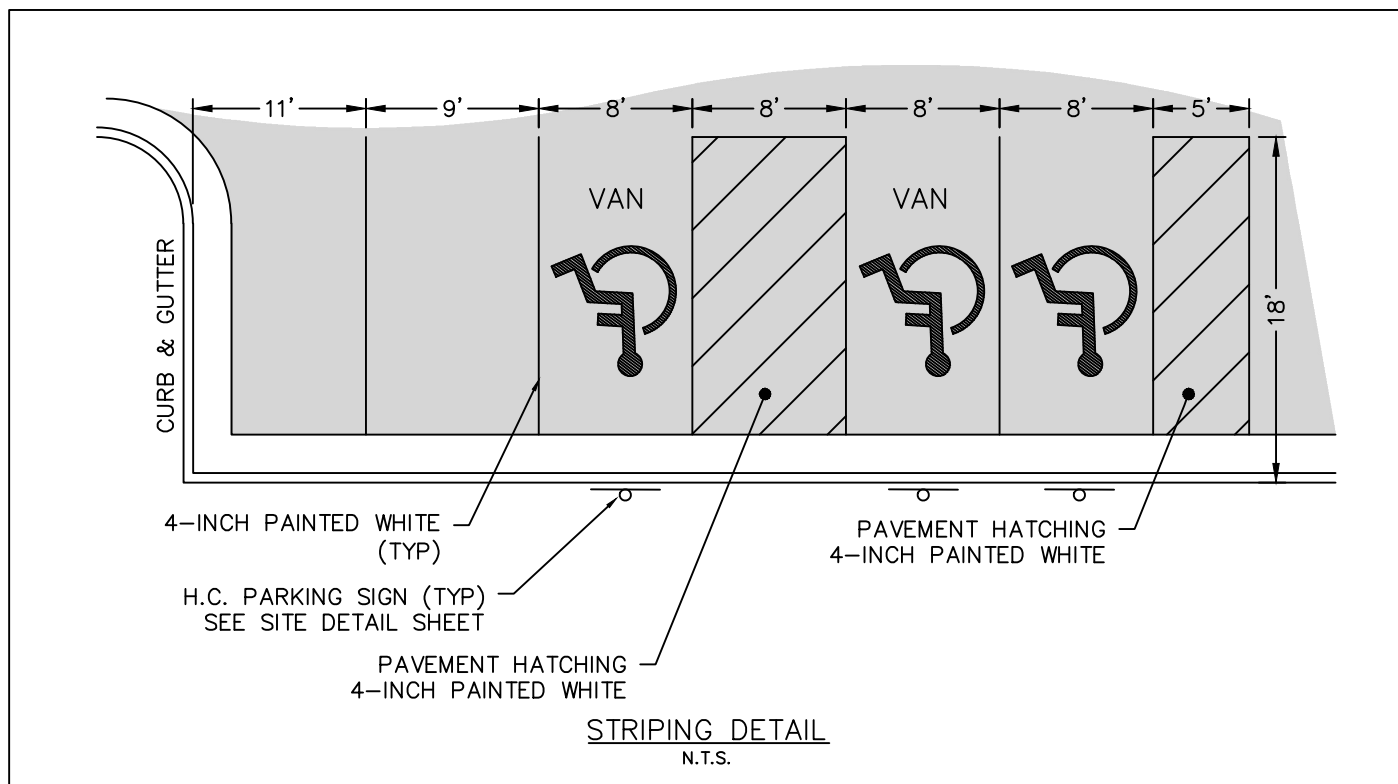
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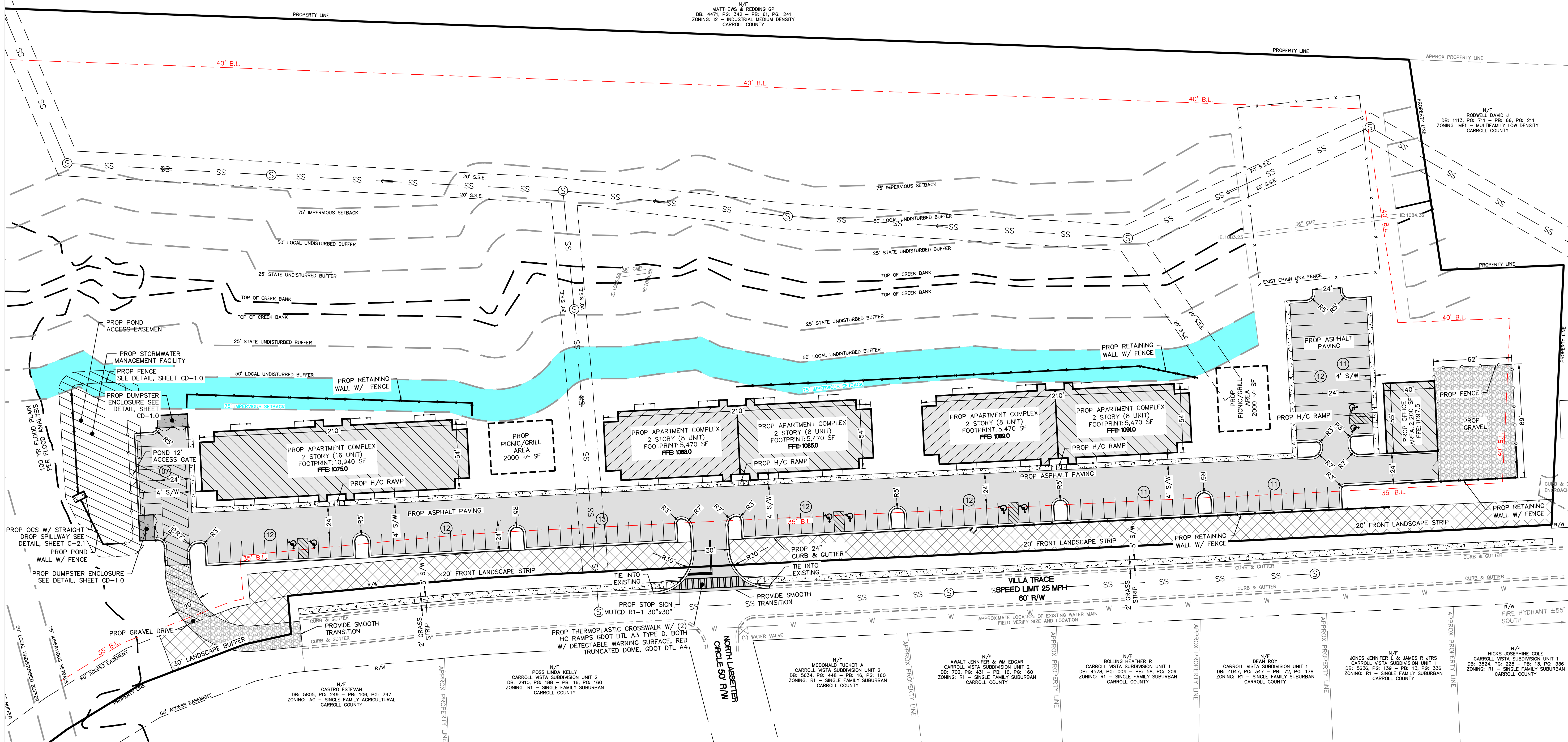
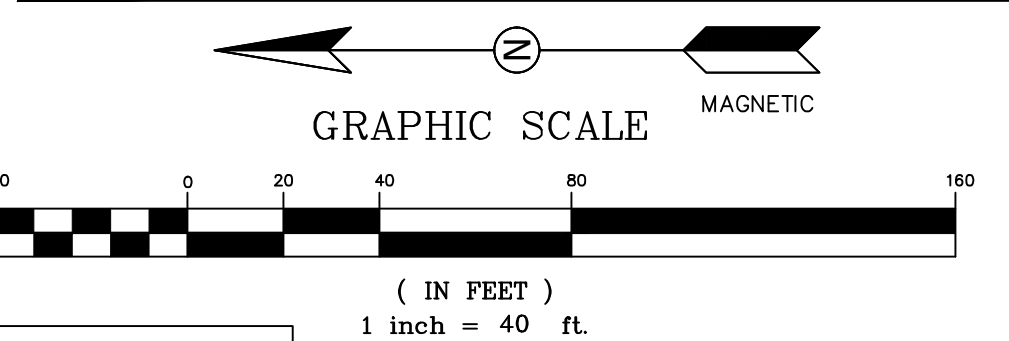
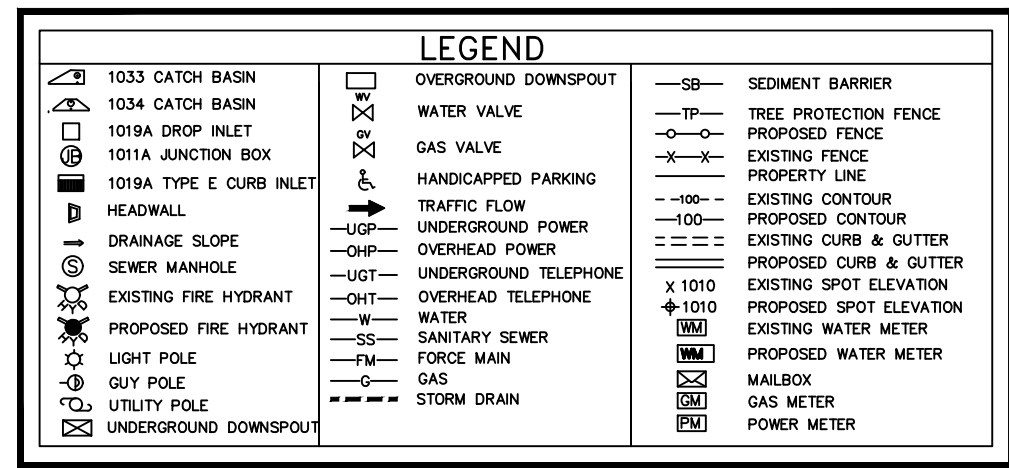
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JOB # 201017
SCALE: 1"=40'
DATE: 03/30/2022
DRAWN BY: AEV

SITE PLAN
VILLA TRACE
APARTMENTS

SHEET:
C-1.1

LOCATED IN LL 164, DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

Community Development Dept. Office of Planning and Zoning

RE: 0 Villa Trace, The Southeast Civil Group, LLC.

To whom it may concern,

This variance application is a request for the approval of the city council to allow for the parking lot to be oriented in front of the buildings.

Code: The City of Villa Rica Zoning Ordinance Article 3. Section 9.03.2.c states that, "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.

Request: The request is to allow for the building to face the parking lot. The hardship of the site with creek buffer and impervious setback delineations to the east of the development with building setback lines and front landscape requirements to the west of the development make the buildable area very narrow. If the parking lot were placed to the rear of the buildings this would result in the buildings being around 20' over the building setback line in the front. Or if the buildings were to comply with the building setback line, this would cause the parking to extend into the impervious setback by around 20'. Therefore the request to allow the parking to be in front of the buildings allows for the developer to comply with the building setback lines as well as adhere to the impervious setback on the creek.

Kind Regards,

The Southeast Civil Group, LLC
Email: desk@southeastcivilgroup.com
Office Number: 678-909-6996



The Southeast Civil Group
8665 Baldwin Parkway Douglasville, GA 30134
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com

1. MATTHEWS & REDDING GP
C/O BURNELL REDDING
2381 LEE PLACE
VILLA RICA, GA 30180
2. RODWELL DAVID J
PO BOX 852
VILLA RICA, GA 30180
3. HICKS JOSEPHINE COLE
P O BOX 421
VILLA RICA, GA 30180
4. JONES JENIFER L & JAMES R JTRS
315 VILLA TRACE
VILLA RICA, GA 30180
5. DEAN ROY
PO BOX 1375
VILLA RICA, GA 30180
6. BOLLING HEATHER R
305 VILLA TRACE
VILLA RICA, GA 30180
7. AWALT JENNIFER & WM EDGAR
301 VILLA TRACE
VILLA RICA, GA 30180
8. MCDONALD TUCKER A
902 N LASSETTER CIRCLE
VILLA RICA, GA 30180
9. POSS LINDA KELLY
901 NORTH LASSETER CIR
VILLA RICA, GA 30180



The Southeast Civil Group
8665 Baldwin Parkway Douglasville, GA 30134
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com

10. CASTRO ESTEVAN & JOSE G JTRS
7490 INDIAN TRAIL
DOUGLASVILLE, GA 30134

11. VILLA RICA MAYOR & CITY
WATERWORKS RD
VILLA RICA, GA 30180

12. VILLA RICA CITY
571 W HWY 78
VILLA RICA, GA 30180



The Southeast Civil Group
8665 Baldwin Parkway Douglasville, GA 30134
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-10-22 – 108 Boggs Road

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29th, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Benchmark United, Inc. of Douglasville, GA has requested three variance from Section 7 (Development Standards) and one variance from Section 9.04(6)(b) (Nonresidential Design Standards) of the Villa Rica Zoning Ordinance.

BACKGROUND: The applicant proposes to subdivide the lot and construct a 10,110 square foot warehouse and office facility. This property was granted a variance in April 2022 to reduce the side yard setback from 50' to 20'. The applicant requests the following variances:

- Section 7.03(c), which requires no more than 50% of required parking in the front of the structure, whereas 100% is proposed;
- Table 7.5, which requires a 20' drive entrance length, whereas 10' is proposed;
- Section 7.02(5), which requires all parking areas to be a hard, dust-free surface whereas the applicant proposes a gravel parking lot in the rear of the building; and
- Section 9.04(6)(b), which require all buildings with a width of over 90' to provide a projection from the building wall that must be 2' deep over intervals of 60'.

STAFF RECOMMENDATION:

- Section 7.03(c), which requires no more than 50% of required parking in the front of the structure, whereas 100% is proposed;
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**
- Table 7.5, which requires a 20' drive entrance length, whereas 10' is proposed;
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**

- Section 7.02(5), which requires all parking areas to be a hard, dust-free surface whereas the applicant proposes a gravel parking lot in the rear of the building; and
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**
- Section 9.04(6)(b), which require all buildings with a width of over 90' to provide a projection from the building wall that must be 2' deep over intervals of 60'.
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

- (1) I move to deny the variance request from Benchmark United, Inc. of Douglasville, GA from Section 7.03(c) of the Villa Rica Zoning Ordinance, to provide 100% of required parking in front of the primary structure.
- (2) I move to deny the variance request from Benchmark United, Inc. of Douglasville, GA from Table 7.5 of the Villa Rica Zoning Ordinance, to provide a 10' drive entrance length.
- (3) I move to deny the variance request from Benchmark United, Inc. of Douglasville, GA from Section 7.02(5) of the Villa Rica Zoning Ordinance, to provide a gravel parking surface.
- (4) I move to deny the variance request from Benchmark United, Inc. of Douglasville, GA from Section 9.04(6)(b) of the Villa Rica Zoning Ordinance, to provide no projections in the building wall.



July 27th, 2022

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

Re: Planning Report
Benchmark United, Inc.
VA-08-22
108 Boggs Road
Land Lot 147, District 2, Section 5
Parcel # 01470250020
Acreage: 5.09
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Shirley Hillsman
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Benchmark United, Inc. (the Applicant) seeks four (4) variances from the zoning ordinance, including:

- Section 7.03(c), which requires no more than 50% of required parking in the front of the structure, whereas 100% is proposed;
- Table 7.5, which requires a 20' drive entrance length, whereas 10' is proposed;
- Section 7.02(5), which requires all parking areas to be a hard, dust-free surface whereas the applicant proposes a gravel parking lot in the rear of the building; and
- Section 9.04(6)(b), which require all buildings with a width of over 90' to provide a projection from the building wall that must be 2' deep over intervals of 60'.

The property fronts onto Boggs Road and will be subdivided and affected portions merged with adjacent lots. The variances are outlined in Section D.

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

1. Application for a Variance, dated July 7, 2022 (1 pages);
2. Applicant Statement (Exhibit 1), by an unknown preparer, undated.
3. Photo of 106 Boggs Road, undated, unknown photographer.
4. Warranty Deed, dated August 19th, 1998, signed by Larry Boggs (4 pages);



5. Property Survey, dated July 28th, 2022, prepared by Vansant – Campbell Land Surveying (1 page).

A. Existing Conditions

The subject property is located south of Veterans Memorial Highway and west of Boggs Road. The parcel has frontage along both roadways (2147' of frontage Veterans Memorial Highway and 729.93' of frontage along Boggs Road). The property is relatively hilly and has a creek in the southwest portion of the lot.

The parcel is currently zoned Industrial Medium-Density (I2) and features undeveloped land on the southern section of the lot, and an under construction industrial building on the northern section. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the Industrial Medium-Density (I-2) zone on all sides of the parcel. The adjacent parcels to the west are proposed to be merged with the subject lot to form two industrial developments, split north and south. Across Boggs Road is a new Southeast Trans facility developed within the last few years. The site sits directly north of I-20 and Boggs Road.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial Medium-Density (I-2)	Industrial
East	Industrial Medium-Density (I-2)	Industrial
South	Industrial Medium-Density (I-2)	Industrial Conservation/Open Space
West	Industrial Medium-Density (I-2)	Industrial Conservation/Open Space I-20 Gateway



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

B. Site History

The parcel is vacant and has been vacant throughout its existence. The parcel was originally subdivided from its master parcel in 1985. At the time, the property and other nearby properties south of Veterans Memorial Highway were proposed for a new industrial development. The property was then zoned as a Planned Unit Development (PUD) until the citywide rezoning effort in 2020 changed the property to I2, which was a lateral change in zoning. Larry Boggs submitted an application in February 14th, 2022 for a variance to reduce the side yard setback from 50' to 20', which was granted by the City Council at its April 12th, 2022 meeting.



C. Proposed Development

The Applicant is proposing to subdivide the property and merge the subject section with the lot directly to the west in order to construct a 12,000 SF industrial building. Four (4) variances have been requested from the zoning ordinance for the following:

- Section 7.03(c), which requires no more than 50% of required parking in the front of the structure, whereas 100% is proposed;

The Applicant indicates that AIMS Companies (the Lessee), is requesting that the personnel parking spaces in the rear of the warehouse for security reasons as it would make company equipment easier to be stolen. The Applicant wishes to place a total of twelve (12) parking spaces in front of the building, along with a loading/unloading area on the adjacent front yard on the southern portion of the property. One-Hundred Percent (100%) of the required parking is proposed in the front of the building.

- Table 7.5, which requires a 20' drive entrance length, whereas 10' is proposed;

The Applicant indicates that the adjacent building at 106 Boggs Road was constructed with only a 10' drive entrance length and he wishes to keep both buildings aesthetically similar. The applicant also states that moving the building back an additional 10' would have an "adverse effect on the area that has good soil for septic fill lines. The entrance drive is proposed to have a 10' drive entrance length.

- Section 7.02(5), which requires all parking areas to be a hard, dust-free surface whereas the applicant proposes a gravel parking lot in the rear of the building; and

The applicant has proposed in the written statement, and has not shown on the submitted site plan, a secured, fenced parking area with compacted gravel base in the rear of the building to house company trucks and equipment. The applicant has not indicated the size of this area or its precise location.

- Section 9.04(6)(b), which require all buildings with a width of over 90' to provide a projection from the building wall that must be 2' deep over intervals of 60'.

The Applicant is proposing a single 120' wall in the rear with no breaks in the wall or roof. The stated reason for the request is that "offsets in the middle of a large warehouse is very likely to be hit by a forklift or similar equipment." The front wall will comply and provide a 2' offset.

Flood Plain

A portion of the subject property is located within a flood zone. A north-south traveling stream on the southwestern section of the lot is centered on the flood zone and is considered a Special Flood



Hazard Areas as designated by FEMA. This area is also considered in “Flood Zone A”, which is a flood area without base flood elevation levels determined. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

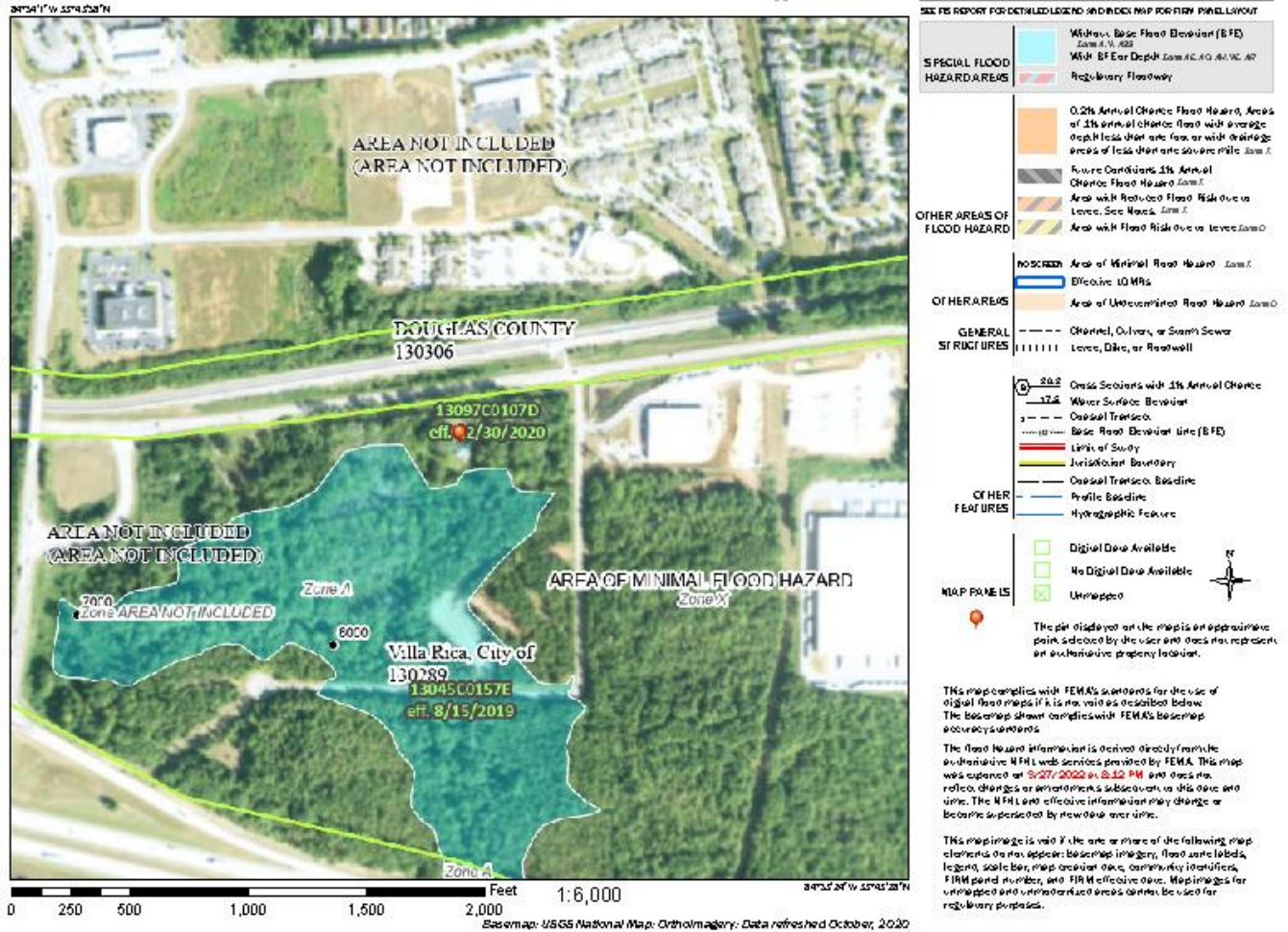


Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant's stated reasons for not complying with the below regulations is not due to topographic or site orientation related issues, but from perceived safety and a specific, desired operational layout.

The Applicant has requested variance relief for the following:

- Section 7.03(c), which requires no more than 50% of required parking in the front of the structure, whereas 100% is proposed;
- Table 7.5, which requires a 20' drive entrance length, whereas 10' is proposed;
- Section 7.02(5), which requires all parking areas to be a hard, dust-free surface whereas the applicant proposes a gravel parking lot in the rear of the building; and
- Section 9.04(6)(b), which require all buildings with a width of over 90' to provide a projection from the building wall that must be 2' deep over intervals of 60'.

Proofs for Variances

In review of the variances requested for the development, the "benefits vs. detriments" of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from safety and operational needs. Staff could not identify any benefits from an approval of the requested variances. The site will not be zoned into inutility should the requested be denied by Council. Potential detriments would be the installation of a gravel parking lot that may require additional maintenance after continued usage, queueing further within the parking or loading area by the reduced driveway length, and a less pedestrian friendly design.

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

"The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity."

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.



Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The applicable ordinances does not create a practical difficulty upon application. The variance requests are self-imposed.

E. Comments

No Staff Comments.

Recommendation:

- Section 7.03(c), which requires no more than 50% of required parking in the front of the structure, whereas 100% is proposed;
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**
- Table 7.5, which requires a 20' drive entrance length, whereas 10' is proposed;
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**
- Section 7.02(5), which requires all parking areas to be a hard, dust-free surface whereas the applicant proposes a gravel parking lot in the rear of the building; and
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**



- Section 9.04(6)(b), which require all buildings with a width of over 90' to provide a projection from the building wall that must be 2' deep over intervals of 60'.
 - Staff Recommendation: **DENIAL**
 - Reason: **The request is self-imposed.**

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on July 20th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

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

Very truly yours,

Ronald Johnson

Planning & Zoning Specialist

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



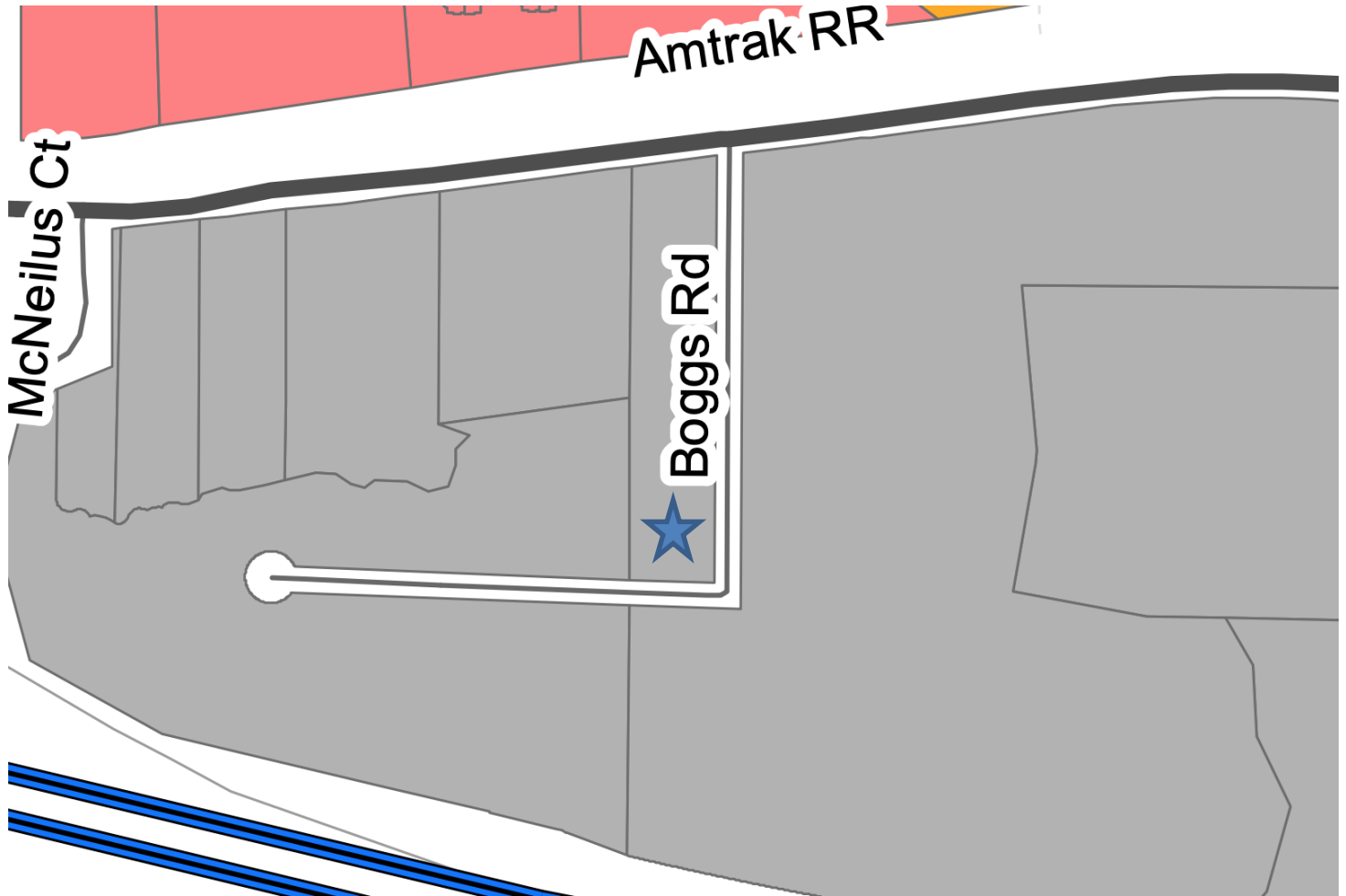
108 Boggs Road (14911 Veterans Memorial Highway)

VA-10-22

July 27, 2022

Page 9 of 10

Villa Rica Zoning Map:





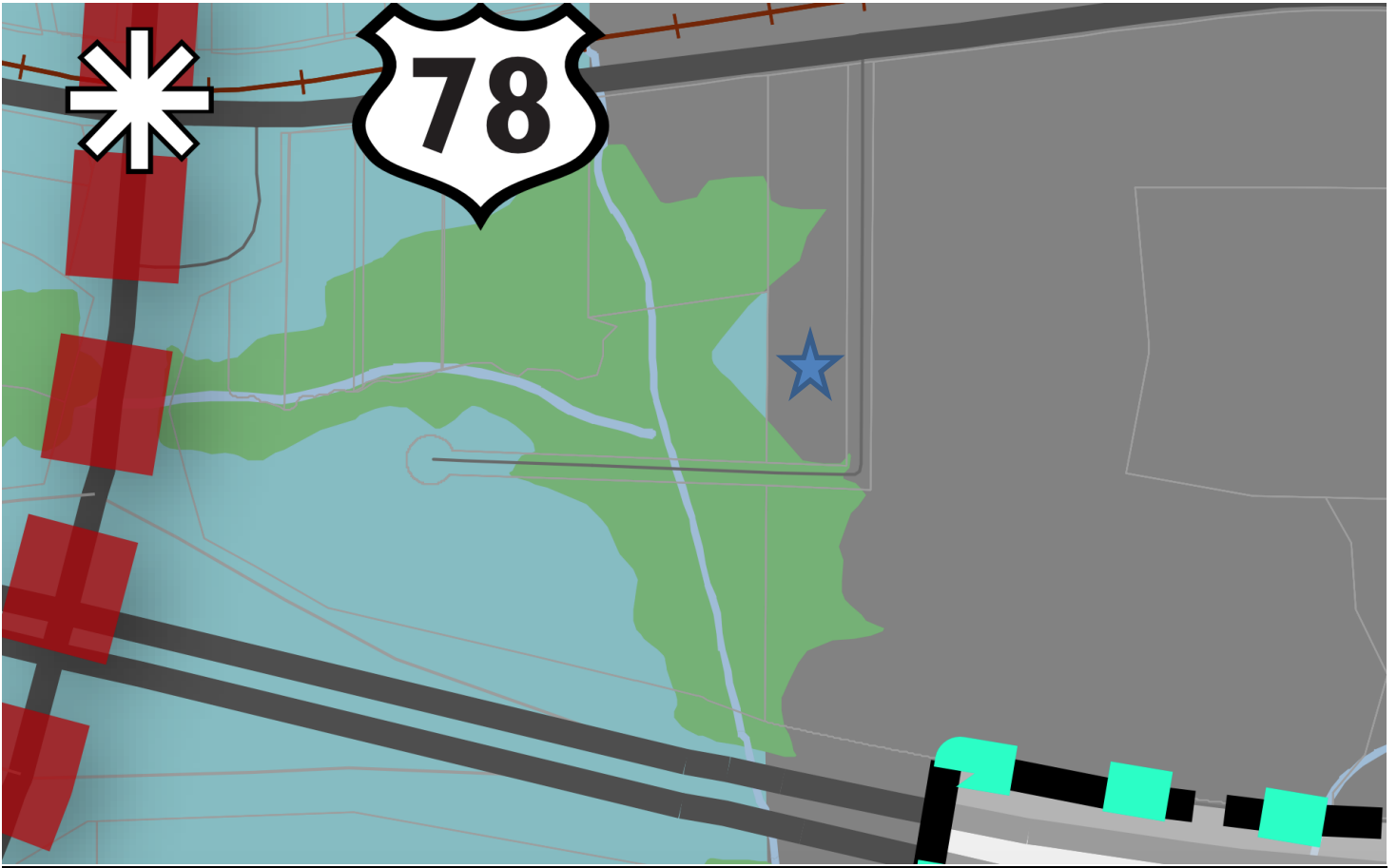
108 Boggs Road (14911 Veterans Memorial Highway)

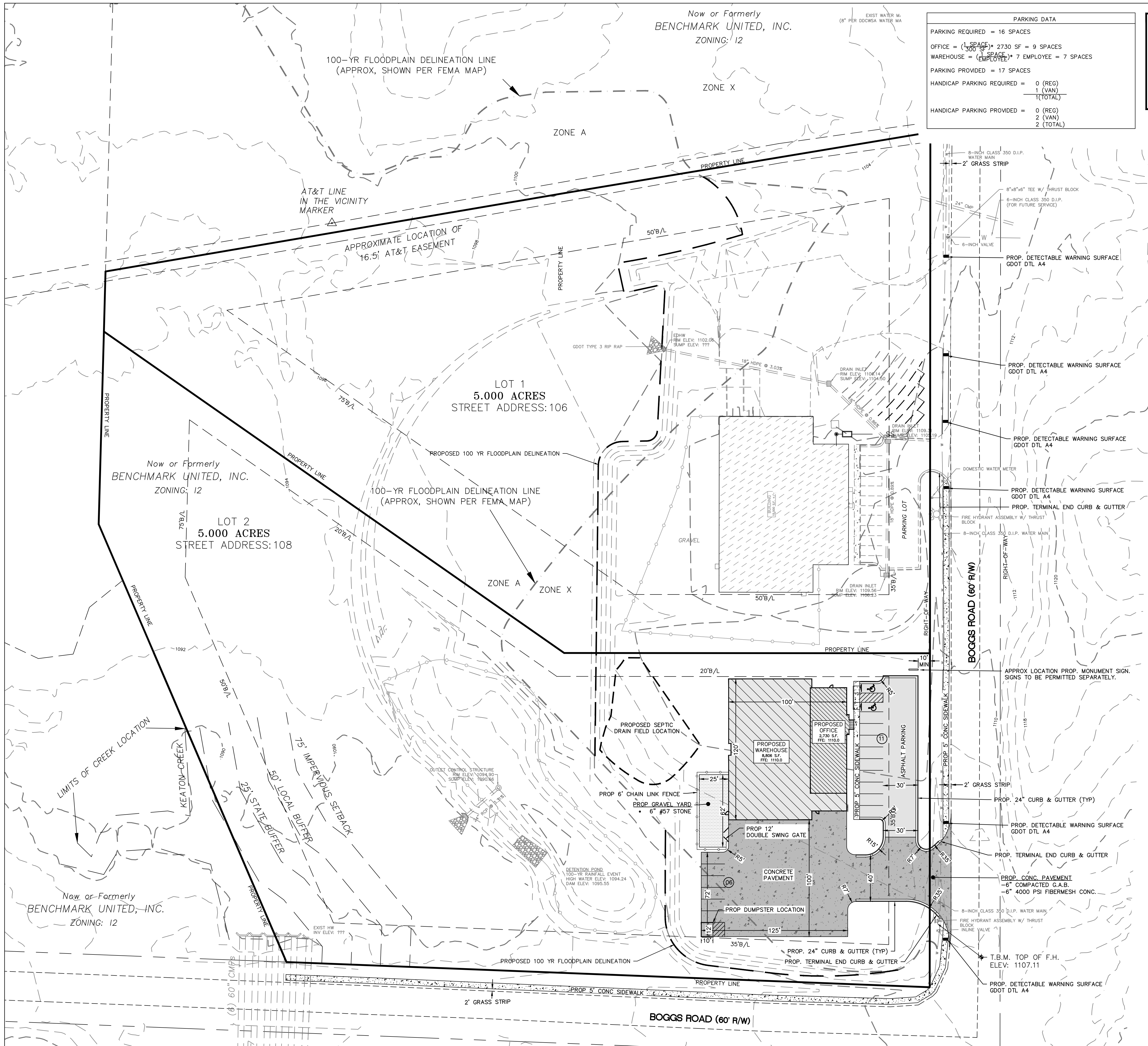
VA-10-22

July 27, 2022

Page 10 of 10

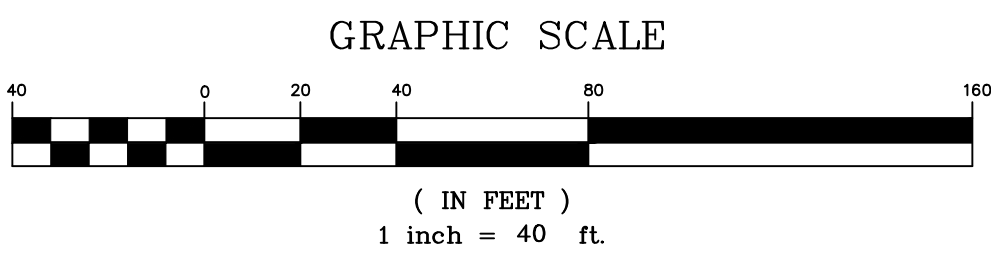
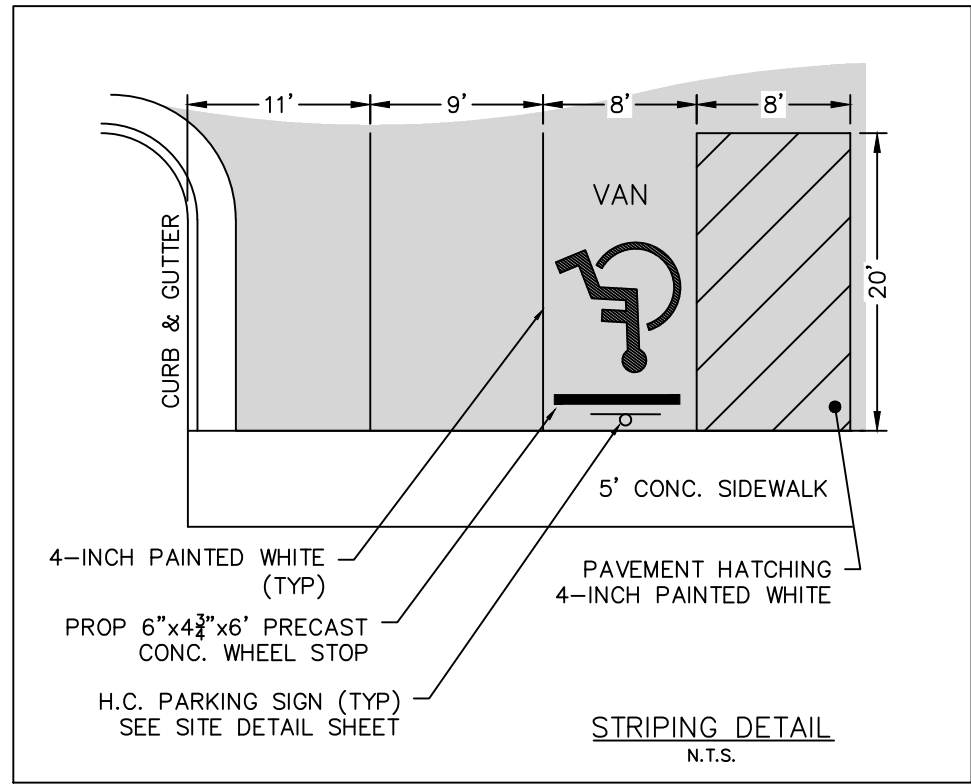
Villa Rica Future Land Use Map:





PARKING DATA	
PARKING REQUIRED = 16 SPACES	
OFFICE = (1 SPACE) * 2730 SF = 9 SPACES	
WAREHOUSE = (1 SPACE) * 7 EMPLOYEE = 7 SPACES	
PARKING PROVIDED = 17 SPACES	
HANDICAP PARKING REQUIRED = 0 (REG) 1 (VAN) 1 (TOTAL)	
HANDICAP PARKING PROVIDED = 0 (REG) 2 (VAN) 2 (TOTAL)	

PAVING LEGEND		
ASPHALT PAVEMENT	-6" COMPACTED G.A.B. -2" BINDER COURSE (19 MM SUPERPAVE) -1 1/2" SURFACE COURSE (9.5 MM SUPERPAVE)	
GRAVEL	-3" #4 STONE -4" COMPACTED G.A.B.	
CONCRETE PAVEMENT	-6" COMPACTED G.A.B. -6" 4000 PSI FIBERMESH CONCRETE	



GENERAL SITE DATA:
OWNER/PROJECT MANAGER
BENCHMARK UNITED, INC.
ATTN: LARRY BOGGS
2266 FAIRBURN ROAD
DOUGLASVILLE, GA 30135
770-949-3006

1. LAND LOT: 147
2. DISTRICT: 25 SECTION: 5
3. SITE AREA: 6.80 +/- ACRES
4. PROPOSED USE: OFFICE/ WAREHOUSE
5. ZONING: I2 (INDUSTRIAL-MEDIUM DENSITY)

SETBACKS:
FRONT = 35'
SIDE = 50'
REAR = 75'

6. DISTURBED AREA: 5.85 AC
7. WATER AVAILABILITY: PUBLIC
8. SEWER AVAILABILITY: ON-SITE SEPTIC
9. UTILITIES
-DDCWSA
-GEORGIA POWER
-AT&T

- SITE NOTES**
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE
 - PAVING SPECIFICATIONS TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 - CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
 - UTILITY LOCATIONS SHOWN ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
 - BUILDING FOOTPRINT SHOWN IS APPROXIMATE. SEE ARCHITECTURAL PLANS.
 - SEE SITE DETAILS SHEET FOR APPLICABLE DETAILS.

NOTE:

- BOUNDARY INFORMATION SHOWN OBTAINED FROM A PRELIMINARY PLAT FOR BENCHMARK UNITED, INC. PREPARED BY VANSANT-CAMPBELL DATED 04/16/2021.
- TOPOGRAPHIC DATA OBTAINED FROM A COMBINATION OF A SURVEY PERFORMED BY VANSANT-CAMPBELL, DATED 04/16/2021, AND DOUGLAS COUNTY GIS. DATE 08/15/2019. INDICATES THIS PROPERTY OR A PORTION IS LOCATED IN A FLOOD HAZARD AREA.
- THE U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED, AND NO WETLANDS ARE SHOWN TO BE PRESENT WITHIN PROJECT LIMITS.

LEGEND			
1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SEDIMENT BARRIER	
1034 CATCH BASIN	WATER VALVE	TREE PROTECTION FENCE	
1018A DROP INLET	GAS VALVE	PROPOSED FENCE	
1011A ANCHOR BOX	HANDICAPPED PARKING	EXISTING FENCE	
1018A TYPE E CURB INLET	TRAFFIC FLOW	PROPOSED CONTOUR	
HEADWALL	UNDERGROUND POWER	EXISTING CURB & GUTTER	
DRAINAGE SLOPE	SEWER MANHOLE	EXISTING SPOT ELEVATION	
EXISTING FIRE HYDRANT	UNDERGROUND TELEPHONE	PROPOSED SPOT ELEVATION	
PROPOSED FIRE HYDRANT	OVERHEAD TELEPHONE	EXISTING WATER METER	
LIGHT POLE	SANITARY SEWER	PROPOSED WATER METER	
GUY POLE	GAS	MAILBOX	
UTILITY POLE	STORM DRAIN	GAS METER	
UNDERGROUND DOWNSPOUT		POWER METER	

DESCRIPTION

DATE

REV.

08/01/2022

#2

SITE PLAN

BENCHMARK UNITED, INC.

C-1.0

JOB #:

211210

SCALE:

1"=40'

DATE:

06/15/2022

DRAWN BY:

AEV

LOCATED IN LL 147, DISTRICT 25 SECTION 5

CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

REVISED TO INCLUDE GRAVEL AREA AND BUILDING FOOTPRINT REVISIONS



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-11-22 – 818 White Street –Front and Rear Yard Setback Variance

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29th, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Buildmore Enterprise Services, LLC – Jeff Camp of Villa Rica, GA is requesting a variance from front yard and rear yard setbacks. The applicant requests a 31' front yard setback, whereas 35' is required in the R2 Zone. The applicant requests a 12.75' rear yard setback, whereas 15' is required.

BACKGROUND: The applicant proposes to construct a single-family home on the parcel, which is adjacent to the Gold Pointe development, which the applicant is also developing. The applicant states that the purpose of the request is because of site difficulties arising from a 20' sanitary sewer line that runs along the western portion of the property, an unnamed road on the eastern section of the road that creates a corner lot with additional setback restrictions, and the applicants desire to utilize a house plan that complements the adjacent development.

STAFF RECOMMENDATION:

Front Yard Setback Variance: **APPROVAL**

Reasons: The benefits of approval outweigh denial.

Rear Yard Setback Variance: **APPROVAL**

Reasons: The benefits of approval outweigh denial.

PLANNING COMMISSION: N/A

MOTION:

- (1) I move to approve the variance request by Buildmore Enterprise Services, LLC of Villa Rica, GA to provide a 31' front yard setback.
- (2) I move to approve the variance request by Buildmore Enterprise Services, LLC of Villa Rica, GA to provide a 12.75' rear yard setback.



APPLICATION FOR
VARIANCE/APPEAL

VA-11-22

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: July 7, 2022

APPLICANT

Applicant Name: Buildmore Enterprise Services, LLC - Jeff Camp
Address: 628 Old Town Road City: Villa Rica State: GA Zip: 30180
Phone: (770) 480 - 4417 Fax: (678) 840 - 1906 Email: tammy@camdur.com
Agent Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ - _____ Fax: () _____ - _____ Email: _____
Owner Name (If different from applicant): Same as applicant
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 818 White Street - Parcel # V03 0030003

I, Jeff Camp, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Jeff Camp
Signature of Applicant

07/05/2022

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. ✓ Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. ✓ A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. ✓ A statement of why the variance is necessary;
4. ✓ A statement as to how the applicant's request satisfies each required finding;
5. ✓ A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

Staff Comments/Findings: _____

Action and Date: _____

eFiled and eRecorded
DATE: 05/06/2022
TIME: 10:45 AM
DEED BOOK: 6068
PAGE: 286 - 288
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 8932893115
PARTICIPANT ID: 8048187955
CROSS REFERENCES: 1
PT61: 022-2022-002710
RECORDED BY: SM
CLERK: Alan J. Lee
Carroll County Cross Reference:
Deed Book 5952 Page 76

Tax Parcel ID: **V030030003**
After recording, return to:
Fletcher Law Firm LLC
328 SE Alexander Street, Ste 10
Marietta GA 30060
County of Carroll Georgia

Carroll Georgia Records

QUITCLAIM DEED OF REDEMPTION

This indenture, made the 19 day of April, in the year 2022, between **Southern State Investment Group LLC**, a Georgia company, herein called grantor, and **Joseph W. Keaton estate and all heirs known and unknown**, herein called grantee. ("grantor" and "grantee" include the respective heirs, successors, successors-in title, executors, successor trustees, legal representatives and assigns of the parties where the context requires or permits.)

Witnesseth,

On or about the May 4, 2021 the Property described in Exhibit "1" was conveyed to Grantor through a Sheriff's Tax Deed recorded in Deed Book 5952 Page 76 Carroll Georgia Records;

Buildmore Enterprise Services, LLC has paid \$5,129.99 in redemption money to redeem the Property;

The capacity in which or the claim of right or interest pursuant to which the redemption money was paid is that of successor in interest to former owner of record **Joseph W. Keaton** by virtue of Quitclaim Deeds conveyed by **Barry William Keaton** (son of Joseph W. Keaton); and **Kimberly Sue Veal**, as Executrix of **Mary Frances Keaton**, deceased (spouse of Joseph W. Keaton);

For and in consideration of the redemption money paid, Grantor by these presents does remise, release and forever quitclaim to the said Grantee and Grantee's heirs and assigns, all the right, title, interest, claim or demand the said Grantor has or may have had in and to the real property commonly known as 0 White Street, having Carroll County Georgia Tax Parcel ID: V030030003, further described in Exhibit 1 hereto, incorporated here by reference, with all the rights, members and appurtenances to the said Property in any wise appertaining or belonging. To have and to hold the said Property to Grantee so that neither the said Grantee nor Grantee's heirs, nor any other person or persons claiming under Grantee shall at any time, by any means, or ways, have, claim or demand any right or title to the aforesaid Property, or its appurtenances, or any rights thereof. Grantor makes no warranty of title or otherwise.

Anne N. McCarty warrants and represents that she is a member and manager of Southern State Investment Group LLC with full authority to execute this instrument on its behalf.

In witness of the above, grantor has set grantor's hand and affixed grantor's seal (adopting the scroll "(SEAL)" as its seal) on the date first written above.

Signed, sealed and delivered in the presence of:

[Signature], Witness

Print Name: Kelly J. Floyd

x [Signature] (Seal)
Southern State Investment Group LLC
by Anne N. McCarty
as its Member/Manager

-and-

[Signature], Notary Public
[Affix Notary Seal]



Exhibit "1"
Legal Description

Address: 0 White Street

Carroll Georgia Tax Parcel ID: V030030003

All that parcel of land being in Carroll County described as follows:

Landlot/District: 162/6; 0.26 acres, more or less

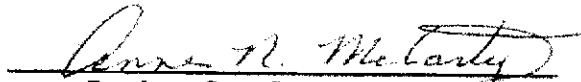
Deed Book/page: 318/903

Plat and deed are a part hereof, excluding right-of-way and easements.

Real property known as: Located on White Street, Villa Rica, GA; Parcel V030030003 per records of the Tax Commissioner and Tax Assessors.

Less and Except: All parcels other than V030030003.

Signed: _____


Southern State Investment Group LLC
by Anne N. McCarty
as its Member/Manager

Buildmore Enterprise Services, LLC

Variance Statement:

Tax Parcel V03 0030003

To maintain size, plan and style consistency with the homes to be built facing Whites Street in the Gold Pointe development the builder would like to use a larger house plan on the above reference parcel. The Telefair plan is 38'x 62' + 10' patio in the rear. This plan will require an variance on the front and rear setbacks.

The attached site plan shows a 12.75' rear set back and a 32.2' front setback; all of which are within the 15% administrative variance requirement (original rear setback of 15' and front setback of 35'). The setback along the unnamed street would be 15' per item number 3 from the attached ordinance.

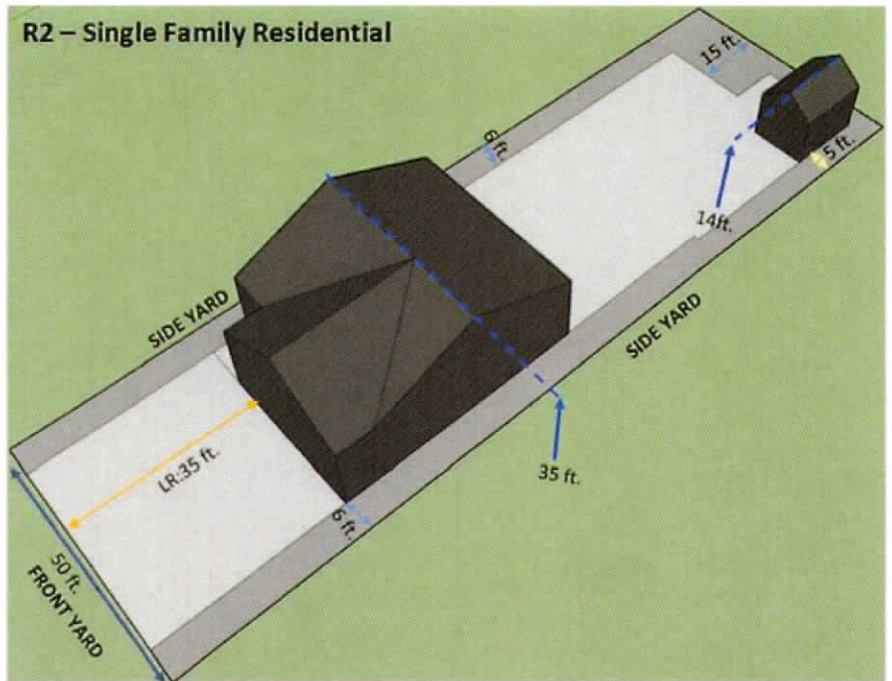
- On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning

This variance is also required due to the sewer easement that has been established on the left-hand side of the property which prevents us from being able to set the home closer to the left side property line.

R2

		R2 Single-Family Urban	
		Res	Other
Minimum Lot Size		8,500 sf.	1 ac.
Minimum Lot Width		50 ft.	100 ft
Minimum Lot Frontage		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.	
	Accessory	24 ft.	
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.	
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.	
Side Setback ^{2,3}	Principal	6 ft.	
	Accessory	5 ft./10 ft. ⁶	
Rear Setback ²	Principal	15 ft.	
	Accessory	5 ft./10 ft. ⁶	
Minimum Distance from Structures on Same Lot		5 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.	
	2+ story	650 sf.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3, 7}	
Minimum Living Area Façade Width		24 ft.	
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²	

R2 – Single Family Residential



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



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ³ On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁷ Single-family residential / two-family residential (ADU)
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%

Buildmore Enterprise Services, LLC

Property Owners within 250':

Parcel ID: V03 0030004
Owner: Buildmore Enterprise Services, LLC
Physical Address: White Street
Mailing Address: PO Box 128, Villa Rica, GA 30180

Parcel ID: V03 0030002
Owner: James Dobbs
Physical Address: 820 White Street
Mailing Address: 820 White Street, Villa Rica, GA 30180

Parcel ID: V03 0030001
Owner: Guy & Annie Shivers C/O Lisa Shiver Jones
Physical Address: 822 White Street
Mailing Address: 9849 Buchanan Highway, Temple, GA 30179

Parcel ID: V03 0040007
Owner: Joshua House Ministries Church and Ed Cent
Physical Address: 309 Willis Drive
Mailing Address: 309 Willis Drive, Villa Rica, GA 30180

Parcel ID: V03 0040009
Owner: Edward and Mary Robinson
Physical Address: 811 White Street
Mailing Address: 811 White Street, Villa Rica, GA 30180

Parcel ID: V03 0040010
Owner: Elvera Maria Howard
Physical Address: 302 N Dogwood Street
Mailing Address: 302 N Dogwood Street, Villa Rica, GA 30180

Parcel ID: V03 0040011
Owner: Mary K. Kiker
Physical Address: 308 N Dogwood Street
Mailing Address: 203 Wesley Mill Drive, Villa Rica, GA 30180

Parcel ID: V02 0070018
Owner: Brown H Grady Family Limited Partnership
Physical Address: Peachtree Street
Mailing Address: PO Box 2622
Carrollton, GA 30112

Buildmore Enterprise Services, LLC

Applicant Request Statement:

DECISION CRITERIA. In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

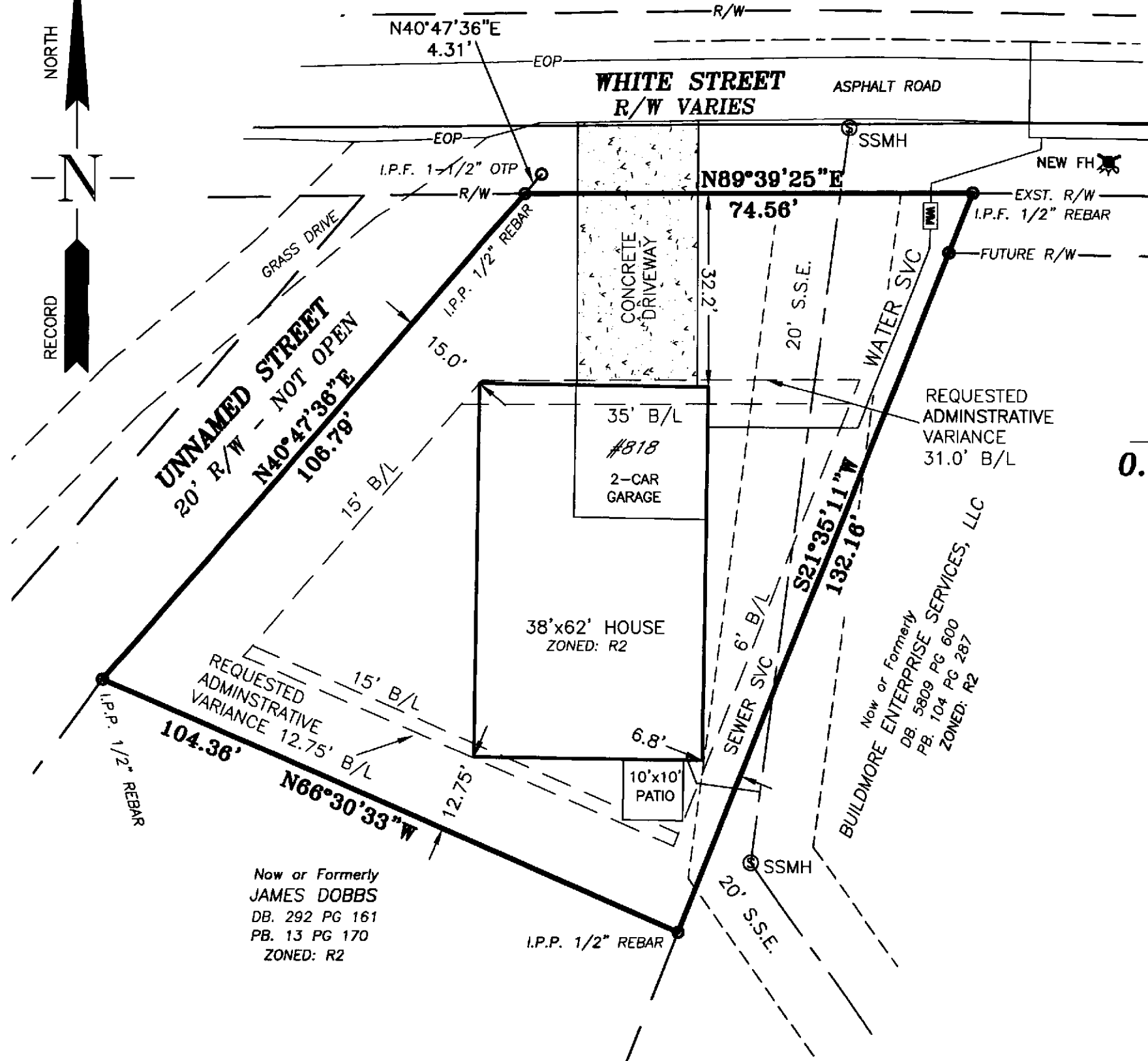
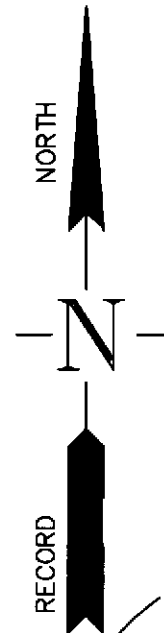
ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

iii) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

General Welfare: The requested variance will not have any impact on welfare. The approval of the variance request will not be injurious to the public health, safety, morals, and general welfare of the community.

Adjacent Property: The requested variance will increase the value of the adjacent properties. The abandon home has been demolished and a new home will be constructed.

Practical Difficulty: There will be no practical difficulty undertaken by approving the variance request.



NOTE:
THE ISSUANCE OF A BUILDING PERMIT DOES NOT ASSURE THAT THE BUILDING SETBACKS HAVE BEEN MET OR THAT THE STRUCTURE DOES NOT ENCROACH ON AN EASEMENT, OR BUFFER. THE OWNER AND/OR PERMIT HOLDER HAVE THE SOLE RESPONSIBILITY OF DETERMINING COMPLIANCE WITH SETBACKS AND NON-ENCROACHMENT OF EASEMENTS AND BUFFERS.

APPROVAL OF THIS PERMIT WILL NOT JUSTIFY ANY DEVIATION IN THE FIRE SEPERATION DISTANCE REQUIREMENTS OF THE GEORGIA STATE MINIMUM STANDARDS.

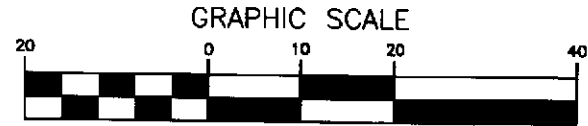
CONTRACTOR IS RESPONSIBLE FOR ALL CODE REQUIREMENTS AND CONDITIONS OF ZONING.

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.

SITE AREA:
0.227 ACRES
ZONED: R2

SITE PLAN
818 WHITE STREET
VILLA RICA, GEORGIA 30180
LAND LOT 162 - 6th DIST.
CARROLL COUNTY GEORGIA
DATE: JUNE 15, 2022 SCALE: 1" = 20'
REVISED: JUNE 21, 2022
L:\2022LOTS\22-174 SP

Prepared By
VANSANT - CAMPBELL
LAND SURVEYING - LAND PLANNING
8667 Baldwin Pkwy, Douglasville, Ga. 30134 (770) 942-1234



(IN FEET)
1 inch = 20 ft.



July 28th, 2022

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

Re: Planning Report
Buildmore Enterprise Services, LLC – Jeff Camp
VA-11-22
818 White Street
Land Lot 162, District 6
Parcel # V03 0030003
Lot Size: 0.26 Ac.
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Buildmore Enterprise Services, LLC – Jeff Camp (the Applicant) seeks a variance from front yard setback requirements (35' required; 31' proposed) and rear yard setback requirements (15' required; 12.75' proposed). The property fronts onto White Street. The variance is outlined in Section D.

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

1. Application for a Variance, dated July 7th, 2022 (2 pages);
2. Applicant Variance Statement, undated and unsigned (1 page);
3. Quitclaim deed, dated April 19th, 2022, signed by Anne N. McCarty, Member/Manager of Southern State Investment Group, LLC (3 pages);
4. Site Plan, dated June 15, 2023, prepared by Vansant – Campbell Land Surveying (1 sheet).



A. Existing Conditions

The subject property is located on the south side of White Street. The parcel has 74.56' of frontage along White Street and 106.79' on an unnamed street directly to the west. The property consists of 0.26 acres. The property has small hills within its interior but is overall a flat lot. There are no streams that have been identified on the property. A 20' sanitary storm sewer easement runs north-south through the site on the eastern side of the lot.

The parcel is currently zoned Single-Family Urban (R2) and features an abandoned, partially demolished house. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the R2 zoning on all four sides.

The parcel borders the following parcels (the current use on each is included in bold):

- 820 White Street – Southern border– **single-family home**
- 822 White Street – Western border across unnamed road – **single-family home**
- 309 Willis Drive – Northern border across White Street– **House of Worship**
- 811 White Street – Northern border across White Street– **single-family home**
- V03 0030004 (White Street & North Dogwood Street) – western border– **single-family home**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Single-Family Urban (R2)	Traditional Neighborhood
East	Single-Family Urban (R2)	Traditional Neighborhood
South	Single-Family Urban (R2)	Traditional Neighborhood
West	Single-Family Urban (R2)	Traditional Neighborhood



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

B. Site History

The parcel previously housed a single-family home that has since been partially demolished. The Unified Development Code (UDC) zoned the property as Single-Family (R20). The property was laterally rezoned during the citywide rezoning effort in 2020 to the R2 Zone. It is unknown when the property was partially demolished or what led to the partial demolition based on publicly available records.

C. Proposed Development

The applicant is requesting a variance from front yard and rear yard setback requirements within the R2 Zone. The front yard setback requirement is 35'. The applicant is proposing a front yard setback of 31', a reduction of 4' along White Street. The applicant is proposing a rear yard setback of 12.75', whereas 15' is required, a reduction of 2.25'. The proposed project is to construct a single-family home on the site. The applicant's stated reasons for not complying with the required setbacks is due to the fact that a 20' sanitary sewer easement travels through the property along with the size, plan and style consistency with the homes to be built facing White Street in the Gold Pointe development directly adjacent to the property to the east. The applicant is also the developer of Gold Pointe.



Flood Plain

The property is not located within a flood zone and is not considered a Special Flood Hazard Areas as designated by FEMA. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

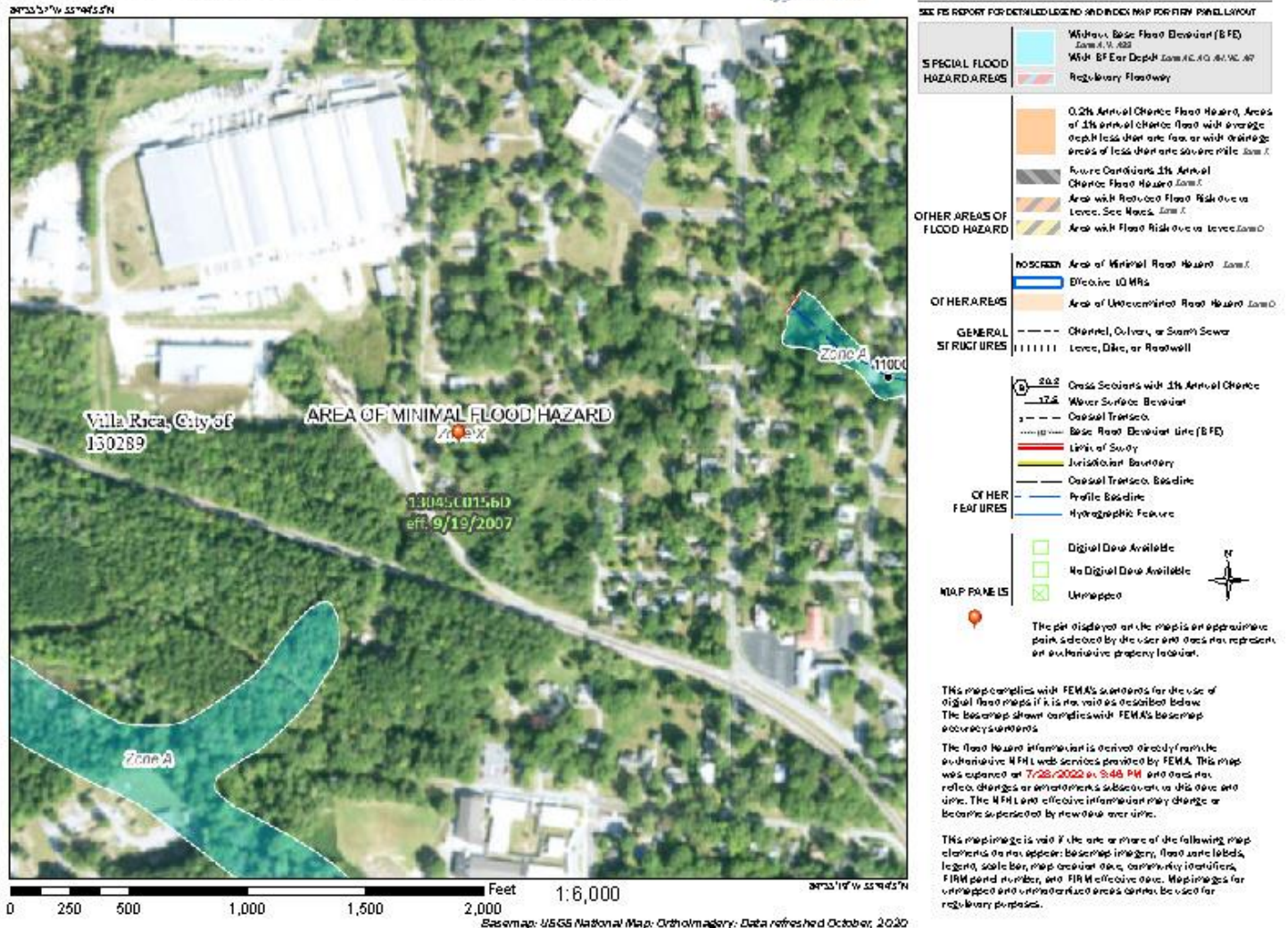


Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant's stated reasons for not complying with the required front yard and rear yard setback is due to the fact that they wish to construct a home that complements the plans within the adjacent Gold Pointe subdivision that's under construction. The applicant also has indicated that the 20' sanitary storm sewer impacts the placement of the home considerably, along with the presence of the unnamed street, which defines the property as a corner lot.

The Applicant has requested variance relief for the following:

1. Table 4.4 - R2 Zoning District – 35' front yard setbacks required.

The applicant proposes a 31' front yard setback along White Street, a reduction of 4'.

2. Table 4.4 – R2 Zoning District – 15' rear yard setback required.

The applicant proposes a 12.75' rear yard setback, a reduction of 2.25'.

Proofs for Variances

In review of the variance requested for the development, the "benefits vs. detriments" of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and stem from the sanitary sewer easement, unnamed road and the scale and style of home desired. Staff could not identify any detriments from an approval of the requested variances; however, a potential benefit would be the clearance of blighted conditions that are present on the lot today, the construction of a new home to help improve nearby property values, and a more homogenous neighborhood appearance.

The Comprehensive Plan states the following regarding the Traditional Neighborhood Character areas:

"Traditional Neighborhoods are characterized by moderate density (up to 8 du/ac) residential development and neighborhoods, with some areas of higher density. Higher densities can be achieved through density bonuses, planned developments, and certain development types specified in the zoning regulations. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate to high, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. However, such connections should be provided in new developments, and should provide linkages to the Gold Nugget Trail, when possible.

Future development will continue to be primarily detached, single-family homes, with opportunities for variations in housing types (including multifamily) and lot sizes based on surrounding uses and sewer availability. Smaller lots and pedestrian-oriented site design



complemented by a compact road network is encouraged. Infill development/redevelopment should be compatible with the scale, setback, and style of existing adjacent homes.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan. Staff advises that the benefits of approval would outweigh any detriment.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community.

ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The application of the required setbacks will not result in a practical difficulty in the use of the property. The request is partially self-imposed as the applicant could utilize a smaller house plan, however the lot has at least two restrictions on its development envelope in the form of the sanitary sewer easement and unnamed street that are not self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:



818 White Street
VA-11-22
July 28th, 2022
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Front Yard Setback Variance: APPROVAL

Reasons: The benefits of approval outweigh denial.

Rear Yard Setback Variance: APPROVAL

Reasons: The benefits of approval outweigh denial.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on July 14th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

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

Very truly yours,

Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)



Villa Rica Zoning Map:





Villa Rica Future Land Use Map:





CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 8.20 – *Manufactured Homes* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 8.20 of the Villa Rica Zoning Code addresses Supplementary Regulations for Manufactured Homes. The purpose of this proposed amendment is to remove vinyl siding as a permitted exterior material for all manufactured homes.

BACKGROUND: Staff has identified the need to revise Section 8.20 to remove all references to vinyl siding being a permitted material. Because of the current economics of building materials, price parity has been achieved in the wider market between hardi-plank and vinyl siding. Because of the heightened architectural standards that have been introduced for conventional construction, it is staff's view that the same material standards should extend to all single-family structures.

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 8.20 of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 8.19 – VETERINARY CLINIC/ANIMAL CARE FACILITY

- 1) Any structure or area occupied by animals on the premise of the veterinary clinic shall be located at least three-hundred (300) feet from any lot in any residential district except that air-conditioned, soundproofed buildings may be located one-hundred (100) feet from such residential lot or lots.
- 2) For non-sound proofed animal confinements, an external solid fence not less than six (6) feet in height shall be located within fifty (50) feet of the animal confinement and shall be composed of concrete block, brick or other material approved by the Community Development Director. In all cases, animals shall be confined in an enclosed building from 10:00 p.m. to 6:00 a.m.

Sec. 8.20 – MANUFACTURED HOMES

- 1) Design Standards
 - a) Each manufactured home being constructed, installed, located, or relocated within the city shall comply with the following design standards:
 - i) Roof
 - (1) The pitch of the roof shall have a minimum vertical rise of three feet for each twelve feet (3:12) of horizontal run within tolerances and the roof shall be finished with composition, fiberglass, slate, concrete, asphalt, or wood shingles, or non-reflective, crimped metal sheets.
 - ii) Exterior Siding
 - (1) The exterior siding shall consist of wood, hardboard, vinyl, brick, masonry, or aluminum ~~(vinyl covered or painted, but in no case exceeding the reflectivity of gloss white paint) and be comparable in composition, appearance, and durability to the exterior siding commonly used in conventional homes.~~
 - iii) Transport Apparatus
 - (1) The tongue, axles, transporting lights, and towing apparatus from each manufactured home shall be removed after placement or relocation on a lot or parcel and before occupancy.
 - iv) Landing Area
 - (1) Landings and steps leading away from all exterior doors shall be designed and constructed in accordance with state law, said state law provisions being incorporated by reference as part of this requirement.
 - v) Foundation
 - (1) A masonry foundation or curtain wall, unpierced except for required ventilation and access, and constructed of masonry or acceptable alternative materials shall be constructed and installed in all residential zoning districts. The foundation or curtain wall shall enclose the area located under the manufactured home to the ground level, and shall have a minimum thickness of four (4) inches.
 - a) Each conventional and manufactured home being moved, constructed installed, located, or relocated within the city after the effective date of this Code shall not be allowed to locate for permanent or temporary occupancy if such manufactured home is more than seven (7) years old. The age of the manufactured home shall be measured from the day the application for building permit is submitted to the department for approval.

- 3) Dwelling Size
 - a) Each conventional and manufactured home being installed, located, or relocated within the city shall contain no less than one-thousand two-hundred thirty (1,230) square feet of living space.

Sec. 8.21 – CREMATORIES

- 1) Location and Screening
 - a) A crematory shall not be located within one-thousand (1,000') feet of any residential structure or land zoned for residential purposes. Decorative vinyl fencing or other site-proof fencing or landscaping approved by the City must be located between the crematory and adjacent residential properties.
- 2) Restrictions
 - a) Crematories shall not be permitted as an accessory use to an existing Funeral or Mortuary services.
 - b) Crematories shall not emit any odor or particulates.
 - c) Crematories shall have emission stacks covered or shrouded with materials safe for such uses and that are compatible in design and architecture with the surrounding structures.

Sec. 8.22 – SMOKE SHOPS, TOBACCO STORES, AND MEDICAL MARIJUANA DISPENSARIES

- 1) Notwithstanding any other provision of this title to the contrary, smoke shops, tobacco stores, and medical marijuana dispensaries shall be permitted by Special Exception only in the Commercial, Medium-Density (C-2) zoning district.
- 2) Additional zoning and land use standards for smoke shops, tobacco stores, and medical marijuana dispensaries shall be as follows:
 - a) Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within three-hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.
 - b) Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within five-hundred (500) feet, measured property line to property line, from another smoke shop and tobacco store.
 - c) It is unlawful for a smoke shops, tobacco stores, and medical marijuana dispensaries to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shops, tobacco stores, and medical marijuana dispensaries.
 - d) Smoke shops, tobacco stores, and medical marijuana dispensaries shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store. It shall be unlawful for a smoke shop and tobacco store to fail to display and maintain, or fail to cause to be displayed or maintained, such signage.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.01– *Residential Design Standards* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 9.01 of the Villa Rica Zoning Code addresses architectural design guidelines for all single and two-family homes. The purpose of this proposed amendment is to remove vinyl siding as a permitted exterior material.

BACKGROUND: Staff is proposing a change to Section 9.01 to remove references to vinyl siding being a permitted material. Because of the current economics of building materials, price parity has been achieved in the wider market between hardi-plank and vinyl siding.

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 9.01 of the City of Villa Rica Zoning Ordinance as attached hereto.

CHAPTER IX: DESIGN STANDARDS**Sec. 9.01 – RESIDENTIAL DESIGN STANDARDS**

All new major and minor subdivisions with the exception of Planned Unit Developments, shall include the following minimum design standards.

- 1) **APPLICABILITY.** These standards shall apply to new single-family and two-family dwellings in major and minor subdivisions. Existing residential structures that expand or are altered by more than fifty (50) percent of the existing square footage shall also comply.
- 2) **ANTI-MONOTONY.** Homes located in close proximity shall not be of the same front elevation. This does not prohibit the home to the rear from being the same front elevation.
 - a) Mirror images of the same configuration/elevation do not meet the requirement.
 - b) No house shall be of the same front elevation design as any other house within two houses to each side of the subject lot nor directly across the street.
 - c) No single front elevation design may be applied to more than twenty-five (25%) percent of the front elevations within any single phase of a development.
- 3) **DRIVEWAY WIDTH.** The minimum pavement widths for driveways and interior drives shall meet the following requirements, exclusive of any parking spaces:
 - a) For single- and two-family residential uses the minimum driveway width shall be twelve (12) feet.
 - b) The maximum driveway width at the property line shall be twenty (20) feet.
- 4) **PEDESTRIAN CIRCULATION.** A sidewalk with a minimum five (5) foot width shall be included in developments of four (4) homes or more. A determination shall be made by the Director regarding infill lots.
- 5) **MATERIALS.** Exterior materials shall be unit masonry (brick, stone, textured and colored split-face concrete masonry units), wood, fiber cement board siding, stucco, or composite lap siding (lap siding shall have a maximum nine (9) inch exposed board surface), ~~or heavy-gauge vinyl. The use of vinyl siding in R1 and R2 zoning districts is only permissible in areas where sixty (60%) percent of existing homes with five-hundred (500) linear feet are also clad with vinyl siding. Vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.46mm.~~
- 6) **FRONT FACADE.** Each front elevation shall include architectural elements from the following list that total a minimum of six (6) points. Unless specified, all features are worth one (1) point.
 - a) Front porch, minimum eight (8) feet in width and six (6) feet in clear depth supported by columns and with a rail (2 points)
 - b) Side-loaded or court-entry garage (2 points)
 - c) A separate overhead door for each single garage bay
 - d) Brick, stone or textured concrete masonry on one-hundred (100%) percent of the front elevation (excluding openings)
 - e) Turret

- f) Two (2) or more roof planes visible (change in elevation or direction of roof ridge) on the front of the house
 - g) Veranda/balcony
 - h) At least four (4) feet of relief at one or more points along the front or rear elevations
 - i) Bay, dormer or oriel windows
 - j) Decorative geometric front, rear and side gable roof vents or windows
 - k) Architectural details such as quoins, pilasters, cornices, and dentil molding
 - l) Architectural-grade roof shingles
 - m) Dormer windows/shed dormer
 - n) Architectural brackets or corbels
 - o) Twelve (12") inch roof overhang
 - p) Chimneys beginning at grade and faced with brick or stacked stone; extend chimneys between three and six feet above the roof line
 - q) Mullions, muttons, true divided lights on the exterior of the window surface
 - r) Shutters, each, half the width of the adjacent window, mounted with shutter hinge and anchor hardware; not mounted directly to the surface of the adjoining façade
- 7) SIDE AND REAR FACADE. The side and rear elevations of a home which abut a right-of-way or private street, excluding alleys, and can be viewed from that street shall have at least two (2) of the following features on all sides:
- a) Minimum thirty (30%) percent masonry as the exterior building material
 - b) Full first-floor masonry wrap
 - c) Pop-out room a minimum of three (3) feet by ten (10) feet such as sun room or breakfast nook (on viewable sides)
 - d) Screen porch (on viewable sides)
 - e) Bay or oriel windows (on viewable sides)
 - f) Shutters and window grids
 - g) Cantilevered second story (on viewable sides)
 - h) Raised wood deck, a minimum of eight (8) feet by ten (10) feet (on viewable sides)
- 8) ROOF. Roofs shall have a minimum twelve (12)-inch overhang on all sides. Buildings with sloped roofs not completely screened from the adjacent street by a parapet shall have a pitch between 4:12 and 12:12.
- 9) DOOR, WINDOW AND CORNER TRIM. All windows, doors and corners should have a nominal one (1) inch by four (4) inch wood or vinyl surround.
- 10) LANDSCAPING. All single-family dwellings shall be landscaped in conformance with *Section 7.05 – Landscaping Standards*.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.02– *PUD 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 9.02 of the Villa Rica Zoning Code addresses architectural design guidelines for all Planned Unit Developments (PUDs). The purpose of this proposed amendment is to remove vinyl siding as a permitted exterior material.

BACKGROUND: Staff is proposing a change to Section 9.01 to remove references to vinyl siding being a permitted material. Because of the current economics of building materials, price parity has been achieved in the wider market between hardi-plank and vinyl siding.

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 9.02 of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 9.02 – RESIDENTIAL DESIGN STANDARDS FOR PLANNED UNIT DEVELOPMENTS (PUD)

All new Planned Unit Developments established after the adoption of this ordinance, shall include the following minimum design standards.

1) Utility Standards.

- a) Mechanical features shall not be located in the supplemental area or front yard and shall be screened from view from any park or along any public right-of-way with planting, walls or fences of equal or greater height. Acceptable materials for screening shall include those materials found in *Sec. 7.09 – Fences, Walls, and Hedges*, provided they are compatible with the principal structure.
- b) When located on rooftops, mechanical features shall be incorporated in the design of the building and screened with materials similar to the building.
- c) Street lights may be provided by the developer in an effort to maintain a safe, walkable and well-lit public area throughout the city; pedestrian-scale street lights as approved by the Department of Community Development shall be provided by the developer, subject to site plan and design review in new development.
- d) All developments shall provide a light at the front door. Lighting designed to illuminate the path to the front door is allowed. Spotlighting may be provided as long as it is properly shielded and does not become an annoyance to adjacent property owners or the public. General area illumination with oversized flood lights is prohibited. Specifically, lighting shall be shielded so that the source of light is not visible from adjacent properties or the public right-of-way.
- e) Trees shall not be planted directly above storm drains. Trees shall not be planted in the public right-of-way.

2) Parking and Traffic Standards.

- a) One-family detached dwellings and two-family dwellings shall meet the following requirements:
 - i) Driveways shall have a minimum width of nine feet and a maximum width of fifteen (15) feet.
 - ii) Circular drives are permitted.
 - iii) A grass strip in the middle of driveways is encouraged.
- b) All other buildings shall meet the following requirements:
 - i) Parcels are permitted a maximum of one driveway curb cut per street. In cases where a property abuts multiple streets the total number of curb cuts or portions thereof may be allocated to a single street.
 - ii) Driveways shall have a maximum width of twelve (12) feet for one-way and twenty-four (24) feet for two-way.
 - iii) Two curb cuts serving two one-way driveways shall be counted as one curb cut.
 - iv) Public or private alleys, or driveway providing vehicular access to two or more parcels shall not constitute a curb cut.
 - v) New public streets shall not count as curb cuts.
- c) Carports are only permitted subject to the following requirements:

- i) Carports shall be located in the rear or side yard, but shall not be visible from a public right-of-way. The Community Development Director may approve an exemption where the enforcement of this provision is impractical due to environmental factors.
 - ii) Carport roofs shall be supported by columns with a minimum width and depth of eight inches.
 - iii) The base of carport columns shall be faced in stacked brick or stacked stone to a minimum height of three (3) feet above grade.
- d) On-site parking shall be prohibited in the supplemental areas. This shall not be interpreted as restricting on-street parking located along a public street.
- e) Garage access on single-family lots shall be prohibited in the front yard of the home.
- 3) Roof and Chimney Standards.
 - a) Principal building roofs for one-family detached dwellings shall have a minimum usable life of thirty (30) years, per manufacturer's warranty.
 - b) Roof shingles shall be slate, cedar, or asphalt.
 - c) Roof tiles shall be clay, terra cotta or concrete.
 - d) Metal roofs are:
 - i) Permitted on one-family and two-family detached dwellings if approved by the design review committee; and
 - ii) Permitted on multifamily and townhouse dwellings only when screened from the adjacent street by a parapet wall.
 - e) Gutters shall be copper, aluminum or galvanized steel.
 - f) Downspouts shall match gutters in material and finish.
 - g) Roof forms shall be based on architectural style.
 - h) All roofs, excluding dormers, shall overhang a minimum of twelve (12) inches beyond the facade.
 - i) Dormers are permitted on all style homes (unless specified), but shall not be taller than the main roof to which they are attached.
 - j) Chimneys exposed to the public view may not be faced in wood or cement based siding and may not be of an exposed metal or ceramic pipe. All chimneys shall be wrapped in a brick, stone or suitable masonry finish material.
 - k) Chimneys on exterior building walls shall begin at grade.
 - l) Chimneys shall begin at grade and be faced with brick or stacked stone; extend chimneys between three and six feet above the roof line.
- 4) Street Facing Facade and Style Standards.
 - a) Exterior facade materials shall be limited to:
 - i) Full-depth brick;
 - ii) Natural or cast stone;
 - iii) Smooth natural-wood siding and/or cement-based siding;
 - iv) Shake siding;
 - v) Painted fish-scale style shingles, but only when used in front gables;
 - vi) True, smooth hard-coat stucco, provided that its use is limited to gables of Tudor revival-style buildings.
 - ~~vii) Vinyl siding provided that the material has a thickness gage of 0.46mm or greater.~~

- b) Exterior building materials shall not be:
 - i) Simulated brick veneer, such as Z-Brick;
 - ii) Exterior insulation and finish systems (EIFS);
 - iii) Exposed concrete block;
 - iv) Metal siding or other metal exterior treatment;
 - v) Glass curtain walls;
 - vi) T-1-11 siding;
- c) Facade materials shall be combined horizontally, with the heavier below the lighter.
- d) Blank, windowless walls are prohibited along all facades.
- e) Foundations shall be constructed as a distinct building element that contrasts with facade materials. Foundations that are exposed above the ground, must be parged with cement, stuccoed over or be faced in brick, natural stone, or cast stone.
- f) All exterior stair risers visible from a street shall be enclosed.
- g) Porches, stoops, and balconies may be located in the front or side yard.
- h) Porches, stoops, and balconies along front and side building facades shall not be enclosed with screens, plastics, or other materials that hinder visibility and/or natural air flow.
- i) Porches, stoops, and balconies shall be made of painted or stained wood, stone, brick, or ornamental metal, subject to the additional restrictions below.
- j) Wooden porches, stoops, and balconies shall provide top and bottom horizontal members on railings. The top railing shall consist of two elements. The upper element shall measure two [inches] by six inches and the lower element shall measure two [inches] by four inches. The bottom railing shall measure two [inches] by four inches.
- k) Front porches and front stoops of principal buildings shall face and be parallel to the front lot line or build-to line.
- l) Porch and stoop foundations shall be enclosed.
- m) Front and side porches and stoops shall not have unpainted, unstained or otherwise untreated or exposed pressure treated lumber along the building line that abuts a public right-of-way.
- n) Balconies shall have not less than two clear unobstructed open or partially open sides. Partially open is to be constructed as fifty (50) percent open or more. The total combined length of the open or partially open sides shall exceed fifty (50) percent of the total balcony perimeter.
- o) Stoops and porch[es] shall be a minimum of two feet and a maximum of four feet from grade to the top of the stairs, unless existing topography is greater.
- p) Stoops shall provide a minimum top landing of four feet by four feet.
- q) Stoop stairs and landings shall be of similar width.
- r) Stoops may be covered or uncovered.
- s) When provided, porches shall have a minimum clear depth of eight feet from building facade to outside face of column.
- t) Front porch widths shall be between eighty (80%) percent and one-hundred (100%) percent of the adjacent facade.
- u) Side porch widths (including wraparound porches) shall be between twenty-five (25%) percent and one-hundred (100%) percent of the adjacent facade.

- v) Enfronting porches may have multistory verandas, living space, or balconies above.
 - w) Porch columns shall be spaced a maximum distance of eight feet on center.
 - x) Front porch columns shall have foundation piers extending to grade.
 - y) All porches shall be covered.
 - z) Enfronting balconies are only permitted on attached or detached one-family home facades when porches are not provided on said facades.
 - aa) Enfronting balconies shall have a minimum clear depth of four feet.
 - bb) Enfronting balcony widths shall be between twenty-five (25%) percent and one-hundred (100%) percent of the adjacent facade.
 - cc) Balconies may be covered or uncovered.
- 5) Door and Window Standards.
- a) The main entry door to enfronting principal buildings shall face, be visible from, and be accessible from the adjacent public sidewalk.
 - b) The main entry door to all uses shall be linked to the sidewalk via a pedestrian walkway or wheelchair access.
 - c) Building numbers at least six inches in height shall be located above or beside the street-facing pedestrian entrance, or above or beside the stairs accessing a front porch.
 - d) Doors that operate as sliders are prohibited along enfronting facades.
 - e) Window panes shall be recessed a minimum of three inches and a maximum of eight inches from the adjacent facade, except on frame houses, on which panes shall be recessed a minimum of two inches.
 - f) Where windows lights are utilized they shall be true divided lights, simulated divided lights, or one-over-one lights. Grids-between-glass (GBGs) are prohibited.
 - g) Window trim shall not be flush with the exterior facade and shall provide a minimum relief of one-quarter inch or greater.
 - h) Where used, window shutters shall match one-half the width of the window opening, and mounted with shutter hinge and anchor hardware; not mounted directly to the surface of the adjoining façade.
 - i) Painted window or door glass is prohibited.
 - j) Enfronting windows and door glass (except on churches and fire stations) shall utilize clear glass or tinted glass. Tinted glass shall have a transmittance factor of 50 percent or greater and shall have a visible light reflectance factor of ten or less.
 - k) Windows shall be provided for a minimum of thirty (30%) percent and a maximum of 50 percent of the total street-facing facade of the principal building, with each facade and story calculated independently.
 - l) Street-facing window units shall not exceed twenty-eight (28) square feet with minimum height of three feet, with the exception of transoms and fan lights.
 - m) Wood trim between four and six inches wide shall surround windows of wood frame structures. Windows grouped together shall have center mullions two inches wider than the side trim.
 - n) Sills shall be of masonry, wood, stone, cast stone, or terra cotta.



CITY OF VILLA RICA

City Council Packet

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

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 9.03(c) of the Villa Rica Zoning Code addresses architectural design guidelines and site layout standards for multifamily and single-family attached structures and developments. The purpose of this proposed amendment is to revise and clarify building distance requirements from other buildings on the same site.

BACKGROUND: Section 9.03(c) contains wordage that addresses distancing requirements between one multifamily or townhome building and another. Currently, the ordinance requires for all such developments to be a minimum distance of 20’ and escalates to 30’ and 40’ dependent on the placement of windows on the affected side and what those windows open to. Staff is proposing to reverse the order of minimum distance requirement so that more private rooms, such as a bedroom, are more distant (not less distant) from adjacent buildings than buildings without windows.

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(c) 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.** 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 twenty (20) 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 be 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.~~
 - d) **Distances between buildings shall be measured by a line perpendicular to the plane of the surface windows or exterior walls. The following distances shall apply to all multifamily developments:**
 - a) **The distance between buildings or facing exterior walls shall not be less than twenty (20) feet for walls without windows.**
 - b) **This distance shall be increased to 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.**
 - c) **This distance shall be increased to forty (40) feet for an exposure where a room is a bedroom, living room, kitchen or other common area.**
 - d) **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.
 - a) 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.
 - b) 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”).
 - c) Facade Plane projections such as the following are encouraged:

- (1) Veranda/balcony
 - (2) Sunroom
 - (3) Screened porch
 - (4) Breakfast nook
 - (5) Turret
- d) 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 (20) feet.
 - c) Minimum garage width shall be twelve (12) feet.
 - d) Carport. Where established, carports shall:
 - a) Meet all setback standards around the perimeter of the site applicable to a primary structure.
 - b) 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 4.04 and Table 4.4 – Residential Lot Standards
(Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: August 9th, 2022

DATE: July 29th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 4.04 and Table 4.4 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to decrease the minimum unit width for a townhouse unit from 26' to 24'.

BACKGROUND: The city established a unit width minimum for townhomes in 2020 as a part of the new zoning ordinance requirements. The unit width was set at 24'. In April 2022, the city staff revised the townhome specifications from 24' to 26'. Because of additional research, and continued discussions internally, the staff is requesting that the unit minimum be reduced back to 24'. The staff is content with 24' as a minimum standard, as the associated revisions to the architectural design standards (updated by Council in April) should adequately enhance the townhome product received. The additional fenestrations, mandatory two-car garage, and improvements to site layout requirements were designed to improve the aesthetic of these developments.

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 4.04 and Table 4.4 of the City of Villa Rica Zoning Ordinance as attached hereto.

Table 4.4: Residential Lot Standards

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

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

(MA) Minor Arterial

(RC) Rural Collector

Figure 4.4: Residential Zoning Districts and Maximum Densities

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

1) Excluding any applicable density bonuses.

Table 4.5: Non-Residential Lot Standards

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

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

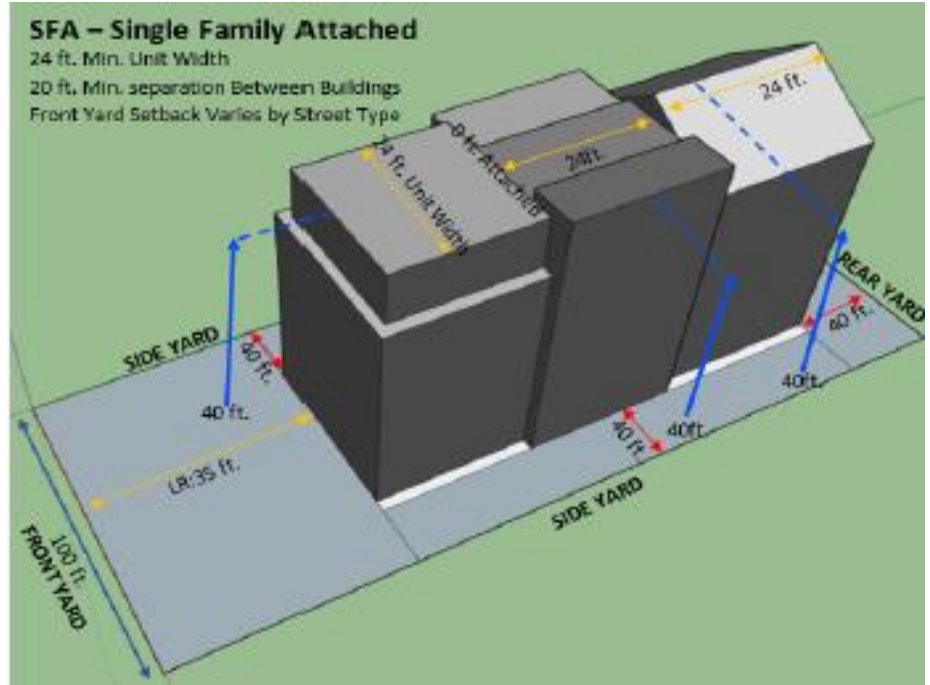
(MA) Minor Arterial

(RC) Minor Collector

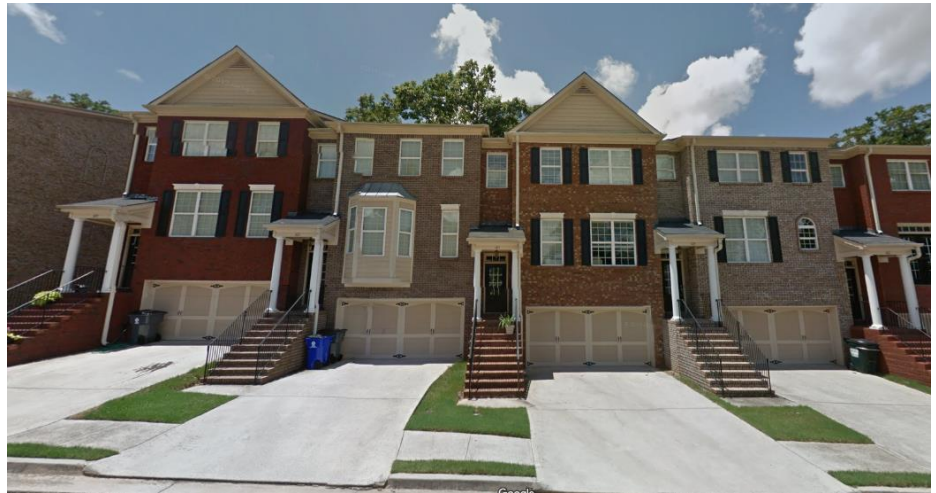
- 1) See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- 2) Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- 3) On corner lots, the side yard setback of the secondary roadway frontage,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

SFA

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



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



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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Gold Dust Recreation Gymnasium Insulation
AGENDA DATE: August 9th, 2022

DATE PREPARED: 8/5/22
PREPARED BY: Nic Griffin

AMOUNT: \$22,180.93
GL ACCOUNT #: 321-6110-541320
FUNDING SOURCE: GF
BUDGETED ITEM? Yes

PURPOSE: To provide adequate insulation on all of the interior metal paneling located above the cinder block walls in the Recreation department gymnasium.

BACKGROUND: Currently, there is no form of insulation upon the metal paneled walls in the gymnasium. City staff has the hvac installation project underway. Prior to this project, City staff had load calculations created for the units that we are having installed based on having these walls insulated. City staff was able to receive two quotes for this work being requested. The lowest bid came from Airanomix at \$22,180.93.

The timing of this work being performed is critical. City staff has closed the gymnasium for the entire month of August and due to the application process of this insulation, it leaves behind an odor while the insulation is curing. It would be in the best interest of the patrons that the City has this work done while the gymnasium is closed to the public.

Company	Quote
AIRANOMIX	\$22,180.93
L & W INSULATION AND FIREPLACES	\$24,524.00

STAFF RECOMMENDATION: Staff recommends engaging Airanomix to install two inch closed cell insulation upon the metal paneling at the gymnasium.

IMPACT: This insulation will provide protection from the exterior weather so that the units being install will work as designed and under a lighter, more efficient load. This will also preserve energy being used.

MOTION: I move that we authorize the City manager to engage with Airanomix to install insulation in the gymnasium in the amount of \$22,180.93.



Estimate

2207-0809-3946

2022-07-12

Airanomix
125 Haley Dr
Villa Rica GA 30180
customers@airanomix.com
770.679.3626

City of Villa Rica - Nick Griffin
646 Industrial Blvd
Villa Rica GA 30180
dgriffin@villarica.gov
470-725-2701

Basketball Gym
646 Industrial Blvd, Villa Rica, GA, 30180

<i>Description</i>	<i>Total</i>
<u>Crawl Space Walls 2" Closed Cell</u> Spray 2" of closed cell spray foam on metal perimeter band above cinder block to insulate wall area.	\$17,580.93
<u>Lift(s)</u> 2 man lifts rental and delivery.	\$1,600.00
<u>Prepping</u> Cover floors, windows, doors, and any personal belongings as needed with plastic to protect from over spray or spray out. Once finished remove all prepping materials for disposal.	\$3,000.00
<i>Total</i>	\$22,180.93

L & W Insulation and Fireplaces, LLC

P.O. Box 07
Winston, GA 30187
(770) 489-9726 - (770) 489-9259 (fax)



Job Quote - 32825

Page 1 of 1

Quote Date: 07/11/2022

Account ID: 12919

Bill to: Gold Dust Park - Gymnasium
646 Industrial Blvd
Villa Rica, GA 30180

Service at: Gold Dust Park - Gymnasium
646 Industrial Blvd
Villa Rica, GA 30180

Metro Rep: Mark Stovall
(770) 489-9726 Office Phone

mark@metrogaragedoorsinc.com

Description: 2" Closed Cell
DC315

** Job is going to need scissor lift, only do metal walls, and it is going to take 3 days to finish**

Description

Job Lead Spray Foam Tech
SPRAY FOAM- CLOSED ProSeal LE- Closed
Consumables-Res Retro
DC315
Freight&Delivery:Customer
PW-Square Foot-Lead-6
Scissor Lift

Acceptance of this proposal shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Metro Garage Door to commence work or preparation for work will constitute acceptance of this proposal and all its terms and conditions.

Unless other arrangements are made; Payment is due upon completion.

All sums not paid when due shall bear interest at the rate of 1 1/2% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and you will be responsible for all costs of collection, including reasonable attorney's fees.

If you fail to make payment to Metro Garage Door as herein provided, then Metro Garage Door may immediately stop work and may remove whatever material for which payment has not been received, without prejudice to any other remedy it may have.

Installed parts are warranted for 90 days and installation labor is warranted for 30 days. If your check is dishonored for any reason your account will be electronically debited for the amount of the service plus a processing fee of \$35.00.

All Sales Final
All Quotes Are Good Through End of Business Day

Authorized Signature

ALL SALES FINAL, NO REFUNDS

Make Checks Payable To L & W Insulation and Fireplaces, LLC

We accept Amex, Mastercard, Visa & Discover-

3% Processing Fee Applies

Quote Subtotal:	\$24,524.00
Estimated Sales Tax:	\$476.00
Total Quote:	\$25,000.00

Pay Online at: www.metrogaragedoorsinc.com/pay-online



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Downtown Development Authority re-appointment
AGENDA DATE: 8.9.22

DATE PREPARED: 7.26.22
PREPARED BY: Janet Chumley

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

PURPOSE: The seven-member Downtown Development Authority is appointed by the City Council to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities. Members must either own a business or have an economic interest in the downtown. Term: 4 years | Members: 7

BACKGROUND: The Downtown Development Authority has an open position and two expired terms. One of the expired terms is that of Ellen Wynn McBrayer whose term expired May 31, 2022. She has re-applied to serve a four-year term. The DDA board has received four applications and reviewed them at the July 25th board meeting. After review, the DDA board voted to re-appoint Ellen Wynn McBrayer to a four-year term 5.31.2026.

STAFF RECOMMENDATION: Staff is recommending to re-appoint Ellen Wynn McBrayer to the Downtown Development Authority to serve four-year term from 5.31.22 until 5.31.26.

IMPACT: The DDA would be filling one expired term.

MOTION: I make a motion to re-appoint Ellen Wynn McBrayer to serve a four-year term on the Downtown Development Authority from 5.31.22 until 5.31.26.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: Ellen Wynn McBrayer

Occupation: Funeral Director Employer: Jones-Wynn Funeral Homes & Crematory

Home Address: 11003 Hardwood Circle City: Villa Rica Zip: Georgia

Home Phone: () _____ Home E-Mail: ellen@jones-wynn.net

Work Phone: () 770-459-3694 Work E-Mail: ellen@jones-wynn.net

Cell Phone: () 678-410-2548 Preferred E-Mail: ☐ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____
Jones-Wynn Funeral Home, 306 Westview Drive, Villa Rica, GA 30180

a) Which Board(s) or Commission(s) do you wish to be appointed to? DDA Board

b) How long have you been a resident of the City of Villa Rica? ____ Years ____ Months
Our family owned business, Jones-Wynn Funeral Home, has been in the City of Villa Rica since 1950

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

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

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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

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

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

Currently being on the DDA has been a lifetime goal for me. My family has lived and served Villa Rica for many generations, including serving on the DDA Board. I would love to continue my service to this board and work with them to continue the wonderful items and goals we have set. We want to work hard to help Villa Rica along with the amazing other boards and leaders in this town who all want and work hard to continue making Villa Rica better than it was yesterday.

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

Historic Preservation Commission (HPC), I would actually love being on the DDA board AND the HPC Board at the same time if possible.

Text

APPLICANT STATEMENT

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



Signature

Ellen Wynn McBrayer

Printed Name

June 1, 2022

Date

Please return signed application to:

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

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

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

BOARD AND COMMISSION INFORMATION

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

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

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

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

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

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

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

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

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

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

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

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

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

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

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



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



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- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: KIMBERLY BLAIR

Occupation: ACCOUNTING MANAGER Employer: ABSOLUTE WELDING

Home Address: 300 S. CARROLL RD City: VILLA RICA Zip: 30180

Home Phone: () _____ Home E-Mail: kimblair16@gmail.com

Work Phone: () _____ Work E-Mail: _____

Cell Phone: (404) 771 3030 Preferred E-Mail: ☐ Home ☐ Work

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

a) Which Board(s) or Commission(s) do you wish to be appointed to? DBA

b) How long have you been a resident of the City of Villa Rica? 12 Years ___ Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

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

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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

LIVE IN CITY LIMITS / SHOP / DINE / ATTEND

EVENTS - SERVED ON MANY CITY

BOARDS IN PAST YEARS

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

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

TO BE A PART OF AN AFFLUENT GROUP
TO HELP CONTINUE THE BEAUTIFICATION
AND DEVELOPMENT OF THE DOWNTOWN
VILLA RICA AREA.

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

APPLICANT STATEMENT

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


Signature

KIMBERLEY BLAIR 7-12-22
Printed Name Date

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

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

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



City of Villa Rica
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Villa Rica, GA 30180



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- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Kait Swafford

Occupation: Realtor Employer: Flat Rock Realty

Home Address: 222 Westview Dr. City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: Kait@swaff.net

Work Phone: () Work E-Mail: Kait@swaff.net

Cell Phone: (404) 542-5283 Preferred E-Mail: ☒ Home ☐ Work

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

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

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

I am passionate about seeing Villa Rica thrive
through empowering, encouraging & supporting local
business owners to put down roots downtown.

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

Main Street Advisory Board

APPLICANT STATEMENT

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

Kait Swafford
Signature

Kait Swafford
Printed Name

6/29/22
Date

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

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

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



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Hasani KWASI Hudson

Occupation: Insurance Agent Employer: Hometown Insurance

Home Address: 945 S Lassetter Circle City: Villa Rica Zip: 30180

Home Phone: () 404.550.7225 Home E-Mail: kwasihudson@gmail.com

Work Phone: () Work E-Mail:

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

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 40 Years Months
- c) Are you current with all of your financial obligations to the City? ☐ Yes ☒ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

The amount of knowledge I would gain from working on this board would be immeasurable. I would also

want to share the knowledge bestowed upon me to others within our city of Villa Rica. Vila Rica is a

small city destined to grow and I want to be a part of the growth,

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

BOA, DDA, HAB, AND P&Z

APPLICANT STATEMENT

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


Signature

Hasani Kwasi Helsu
Printed Name

Apr 23, 2022
Date

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

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

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

BOARD AND COMMISSION INFORMATION

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

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

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

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

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

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

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

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

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

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

City of Villa Rica

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
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- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

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

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

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



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

APPLICANT INFORMATION

Applicant Name: Rob Smith

Occupation: Business Owner, Realtor

Employer: RKS Services, LLC; Crye-Leike Realty

Home Address: 109 Peachtree Street

City: Villa Rica Zip: 30180

Home Phone: (404) 895-7313

Home E-Mail: robsmithatl@gmail.com

Work Phone: (770) 456-2142

Work E-Mail: rob.smith@crye-leike.com

Cell Phone: (404) 895-7313

Preferred E-Mail: ☒ Home ☐ Work

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

RKS Services, LLC, 109 Peachtree Street, Villa Rica, GA 30180

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority
- b) How long have you been a resident of the City of Villa Rica? 1 Years 8 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

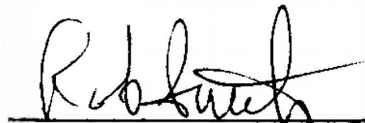
Villa Rica is a beautiful city with a great history and the rapid growth in West Georgia presents many opportunities & challenges. My wife Kristi and I made a significant investment in downtown when we purchased our property at 109 Peachtree Street. We believe in VR & will be an active part of it's future.

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

Currently a Board member with the Villa Rica Housing Authority.

APPLICANT STATEMENT

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



Signature

Rob Smith

Printed Name

7/11/2022

Date

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

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

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

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

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

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Villa Rica, GA 30180

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission Appointment
AGENDA DATE: July 12, 2022

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

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

PURPOSE: To fill a vacancy of the Villa Rica Recreation Advisory Commission.

BACKGROUND: The Villa Rica Recreation Advisory Commission has a vacancy we have a candidate that we would like to appoint at this time to fill the vacant position.

STAFF RECOMMENDATION: Staff recommends Michael Young be added to the Villa Rica Recreation Advisory Board to fill this vacancy.

IMPACT: Michael Young has previously served on the Recreation Advisory Commission and would be an asset to the department serving on this commission again.

MOTION: I move to approve Michael Young as board member to the Villa Rica Recreation Advisory Commission for the term July 12, 2022 – June 30, 2025.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

APPLICANT INFORMATION

Applicant Name: Michael Young

Occupation: Consultant Employer: Katalyst Team

Home Address: 9634 Coastal Pointe Drive City: Villa Rica Zip: 30180

Home Phone: (770) 459-5410 Home E-Mail: young5410@comcast.net

Work Phone: () Work E-Mail: katalyst_team@comcast.net

Cell Phone: (678) 787-0398 Preferred E-Mail: ☒ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board / Board of Appeals
- b) How long have you been a resident of the City of Villa Rica? 14 Years 3 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I am looking for an opportunity to to help the City of Villa Rica move toward a strong, bright future with economic and
cultural benefits for all residents.

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

Downtown Development Authority / Villa Rica Development Authority / Recreation Advisory Commission

APPLICANT STATEMENT

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

Signature

Michael R. Young
Printed Name

10-27-2015
Date

Please return signed application to:

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment

AGENDA DATE: July 12, 2022

DATE PREPARED: June 30, 2022

PREPARED BY: Rachel Linn, Library Manager

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Julie Dobbs is a member of the Villa Rica Library Advisory Board whose term has expired. Julie Dobbs has re-applied for her position.

STAFF RECOMMENDATION: Staff is recommending that Julie Dobbs be re-appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Julie Dobbs has previously served on the Library Advisory Board and is a library professional and community advocate. She would be an asset to the department serving again.

MOTION: I make a motion to re-appoint Julie Dobbs as board member to the Villa Rica Library Advisory Board for the term July 12, 2022 – June 30, 2025.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Julie Dobbbs

Occupation: Administrative Manager Employer: UWG-Ingram Library

Home Address: 113 South Dogwood St City: Villa Rica Zip: 30180

Home Phone: (770) 249-7294 Home E-Mail: jwinkie1@gmail.com

Work Phone: (678) 839-6498 Work E-Mail: jdobbbs@westga.edu

Cell Phone: (470) 495-6823 Preferred E-Mail: ☐ Home ☒ Work

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

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

Library Advisory Board

b) How long have you been a resident of the City of Villa Rica? 36 Years 10 Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

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

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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

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

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

I currently work at UWG's Ingram Library where I have been a very active employee for 17 years. I enjoy libraries and all they have to offer. I am also an avid reader and lover of books. I also tutor as needed and I find that the library is a great place for tutoring.

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

APPLICANT STATEMENT

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


Signature

Julie Y. Almon-Dobbs
Printed Name

6/30/2022
Date

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

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

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

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

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment

AGENDA DATE: July 12, 2022

DATE PREPARED: June 30, 2022

PREPARED BY: Rachel Linn, Library Manager

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Claudia Best is a member of the Villa Rica Library Advisory Board whose term has expired. Claudia Best has re-applied for her position.

STAFF RECOMMENDATION: Staff is recommending that Claudia Best be re-appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Claudia Best has previously served on the Library Advisory Board and is a former educator and community advocate. She would be an asset to the department serving again.

MOTION: I make a motion to re-appoint Claudia Best as board member to the Villa Rica Library Advisory Board for the term July 12, 2022 – June 30, 2025.



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



✓
Received
6/23/2022
A. Angel

APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

6-22-2022

Applicant Name: Claudia Best

Occupation: Retired Teacher Employer: I retired from VRHS / Carroll Co. Schools

Home Address: 425 Arrow Bend City: Villa Rica Zip: 30180

Home Phone: (770) 459-3721 Home E-Mail: claudia.best@gmail.com

Work Phone: N/A Work E-Mail: N/A

Cell Phone: (770) 328-1643 Preferred E-Mail: ☐ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Villa Rica Library Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 35 Years 10 1/2 Months (approx.)
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

serve on the Villa Rica Library Advisory Board for a multitude of reasons. Primarily, though, I believe my love of, interest in, knowledge of, and experience with public & educational libraries, have, and will continue to help me serve the VR Library in a variety of ways, and, in so doing, will also help me to serve the City of Villa Rica.

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

Yes, I would be willing to help in any way I could; but no because I believe I can best serve the Library Board.

APPLICANT STATEMENT

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

Claudia Best

Signature

Claudia Best

Printed Name

6-21-2022

Date

*(Mrs. Verland Best)
Mrs. Claudia Best*

Please return signed application to:

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

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

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

BOARD AND COMMISSION INFORMATION

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

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

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

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

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

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

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

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment

AGENDA DATE: July 12, 2022

DATE PREPARED: June 30, 2022

PREPARED BY: Rachel Linn, Library Manager

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Stephanie Baldi is a member of the Villa Rica Library Advisory Board whose term has expired. Stephanie Baldi has re-applied for her position.

STAFF RECOMMENDATION: Staff is recommending that Stephanie Baldi be re-appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Stephanie Baldi has previously served on the Library Advisory Board and is a respected local author and community advocate. She would be an asset to the department serving again.

MOTION: I make a motion to re-appoint Stephanie Baldi as board member to the Villa Rica Library Advisory Board for the term July 12, 2022 – June 30, 2025.



Applicant Name: Stephanie Baldi

Occupation: Author Employer: —

Home Address: 7166 Tara Drive City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: _____

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

Cell Phone: (404) 915-9975 Preferred E-Mail: ☐ Home ☐ Work

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

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

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

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

*To give back to the Community and assist
The Library*

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

APPLICANT STATEMENT

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

Stephanie Baldi *Stephanie Baldi* *6/21/22*
Signature Printed Name Date

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

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

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

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – Area Agency on Aging Contract for Services for Fiscal Year 2023

AGENDA DATE: August 9, 2022

DATE PREPARED: July 27, 2022

PREPARED BY: Tracie Ivey

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the FY 2023 Three Rivers Commission grant contract for senior services.

BACKGROUND: The City has provided meals to seniors under a contract with the Three Rivers Regional Commission for about thirty years. The contract allows the City to address health and wellness services with its senior population through the provision of meals to qualifying seniors funded by reimbursements through state and federal grants.

The City's reimbursement for meals are as follows:

- Home Delivered Meals \$5.97
- Congregant Meals \$8.23

The Three Rivers Commission staff conducted their SFY 2022 financial monitoring visit to the City of Villa Rica on April 22, 2022 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging.

A copy of the contract is attached.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Executing the contract allows us to continue operating the senior meals program through the 2023 state fiscal year.

MOTION: I move to authorize the Mayor to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2022 through June 30, 2023.



13273 GA Highway 34 • P.O. Box 1600
Franklin, Georgia 30217
Tel: 678-552-2838 or 1-866-854-5652
Fax: 770-854-5402 or 706-675-9210
www.threeriversrc.com

COUNTIES SERVED: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson

To: Three Rivers AAA Sub-Contractors
From: Joy Shirley, AAA Director
Date: June 29, 2022
Subject: SFY 2023 Contracts

Enclosed for your review and signature is two copies of the SFY 2023 contracts. Please sign, date, and have witness (ATTEST) sign each copy of the contract signature page. Also, complete Annex A. ***Retain one copy of the contract for your records*** and return the other to Three Rivers AAA.

If you have any questions or concerns, please contact me. Thank you all for your continued support in our community.

SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, #04-045-02-AAA-2023, entered into as of the 1st day of July 2022, by and between

CITY OF VILLA RICA – PARKS & RECREATION DEPARTMENT
(hereinafter referred to as “SUBCONTRACTOR”) and the

THREE RIVERS REGIONAL COMMISSION
(hereinafter referred to as “TRRC”).

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the “program”) which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the funding agencies”), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2022 through June 30, 2023. The effective date of this contract is July 1st, 2022. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2023.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment "B"

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC's determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR's payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR's final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
 - (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
 - (4) transport those deemed in need to scheduled sites.
11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.
12. **Standards for Service Performance.**
- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
 - b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
 - c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
 - d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
 - e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
 - f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
 - g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
 - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
 - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
 - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
 - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
 - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
 - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
 - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
 - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
 - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
 - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
 - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that** year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

*Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217*

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR.** The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
 - (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.
30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:
- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
 - (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
 - (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
 - (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
 - (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
 - (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
 - (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP), which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia's Department of Human Services' Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)"

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf; or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

City of Villa Rica

Address for Official Notices:

571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Title

DATE _____

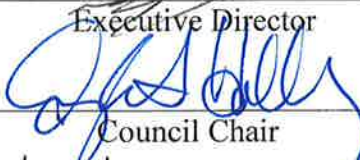
ATTEST:

Three Rivers Regional Commission
Area Agency on Aging
P.O. Box 1600
Franklin, GA 30217

Emily Rogers _____

By:  _____

Executive Director

 _____

Council Chair

DATE 6/23/2022 _____

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to: analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to effectively and efficiently meet the needs of older persons.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	"Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits."
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service; or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 contact	Individual or Group	Line Item	ADRC Team, Access to Services	"A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied." The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	Adult Protective Services (APS)	A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.
ADULT PROTECTIVE SERVICES	Intake	1 contact	Individual	N/A	Adult Protective Services (APS)	A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of a disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation; provided intervention (limited telephone case management) or for information and referral.
ADULT PROTECTIVE SERVICES	Investigation	1 contact	Individual	N/A	Adult Protective Services (APS)	For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report (except self-neglect) substantiated cases to law enforcement and to prevent further maltreatment of the adult at risk.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
DISASTER SERVICES	Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
DISASTER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)	Elderly Legal Assistance	1 Hour 1 Case 1 Session	Staff Activity Logs	Line Item	State Legal Services Developer, Access to Services	Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney
FSIU	Case Consultation, Technical Assistance	1 Person	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal & death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.
FSIU (EAP)	Information and Outreach	1 Session	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect & exploitation of older adults and adults with disabilities.
HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.
HCBS - CAREGIVER SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - CAREGIVER SERVICES	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/Home Repair	\$1 per unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to an older person, caregiver, or relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual - Voucher	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Outreach	1 Contact	Individual	Line Item	Caregiver Services Specialist, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
HCBS - CAREGIVER SERVICES	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - CAREGIVER SERVICES	RCI REACH (Resources Enhancing Alzheimer's Caregiver Health)	15 min	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	RCI REACH serves family caregivers who assist a care partner with Alzheimer's disease or another type of dementia. The program uses a "coaching" model rather than the usual caseworker or classroom approach to supporting caregivers. During twelve visits to the family home over a period of six months, the coach and caregiver work together to identify which issues are causing the most difficulty and then develop strategies to overcome the challenges. Caregivers also receive training in stress management and coping with dementia behaviors.
HCBS - CAREGIVER SERVICES	Respite Care - In-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - In-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregate setting.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Non-Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting.
HCBS - CASE MANAGEMENT	Care Consultation	1/4 hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines.
HCBS - CASE MANAGEMENT	Case Management	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Short-term assistance on behalf of an older person or caregiver who is experiencing immediate risk to health and safety, is at high risk of institutional placement, or has complex needs across multiple domains of care. Activities of case management include such practices as comprehensive assessment, often across multiple domains; and developing and monitoring short-term care plans. Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.
HCBS - CASE MANAGEMENT	Case Management Brokering	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The conflict-free assessment of a consumer (preferably face-to-face) to determine eligibility or appropriateness for services, the recommendation of service(s) and frequency, and the periodic rescreening of that consumer to determine ongoing eligibility or appropriateness for services.

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HCBS - CASE MANAGEMENT	Support Options Coordination	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Providing skills training and support to consumers in meeting their responsibilities as participants in the consumer-directed model of services, including training, coaching, and providing technical assistance to consumers to assist them in using their budgets correctly and avoiding overspending.
HCBS - EVIDENCE BASED SERVICES	CDSME - CDSMP	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
HCBS - EVIDENCE BASED SERVICES	CDSME - Diabetes	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.
HCBS - EVIDENCE BASED SERVICES	CDSME - Tomando	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Matter of Balance	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Tai Chi	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	Developed by Dr. Paul Lam in Australia, TCHI is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.

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HCBS - EVIDENCE BASED SERVICES	Hospital Transition - Care Transitions Intervention	1 Person	Individual	Line Item	EBP Specialist, Livable Communities	Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. (Not MFP Eligible Clients)
HCBS - EVIDENCE BASED SERVICES	Hospital Transition - The Bridge Model	1 Person	Individual	Line Item	EBP Specialist, Livable Communities	Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.
HCBS - HCBS SERVICES	Adult Day Care	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling.
HCBS - HCBS SERVICES	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. Mobile Adult Day Care are services provided by staff who travel from a central location to an off-site location(s), primarily, but not limited to, rural areas.
HCBS - HCBS SERVICES	Adult Day Health	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health. Adult Day Health programs must have an RN or LPN present at all time.
HCBS - HCBS SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to information and assistance, health fairs, and presentations.
HCBS - HCBS SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Aging Services Coordinator, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems offered in a group setting. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS - HCBS SERVICES	Counseling - Individual	1 Session	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eye glasses, dental care, and hearing aids.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology - Voucher	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A voucher provided for any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eye glasses, dental care, and hearing aids.

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HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	¹ Contact/Completed Call with Client	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Home Management	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs).
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Homemaker - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/Home Repair	\$1 per unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A provision of materials to an older person, caregiver, or relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Installation	\$1 per Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Monitoring	1 Month Service	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Monitoring of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Personal Care	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating, Personal assistance, stand-by assistance, supervision or cues.

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HCBS - IN-HOME SERVICES	Personal Care - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cures.
HCBS - KINSHIP CARE	Care Receiver Supervision	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Watchful oversight for care receivers while kinship caregiver participates in other program activities
HCBS - KINSHIP CARE	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to health fairs, presentations, and caregiver conferences.
HCBS - KINSHIP CARE	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - KINSHIP CARE	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.
HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual - Voucher	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - KINSHIP CARE	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.

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HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Training	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.
HCBS - KINSHIP CARE	Tutoring	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages.
HCBS - NUTRITION SERVICES	Disaster Services - Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
HCBS - NUTRITION SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Home Delivered Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Nutrition Counseling	1/4 hour	Individual	Unit Cost	Chief Dietitian, Livable Communities	Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
HCBS - NUTRITION SERVICES	Nutrition Education	1 Session	Individual or Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. (Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log)
HCBS - SENIOR CENTERS	Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws.
HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.

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HCBS - SENIOR CENTERS	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions. Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions. "Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits." Individual clients documented, Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.
HCBS - SENIOR CENTERS	Medications Management - Group	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Medications Management - Individual	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Outreach	1 Contact	Group	Line Item	Chief Dietitian, Livable Communities	"Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits."
HCBS - SENIOR CENTERS	Senior Recreation	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Individual clients documented, Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.
HCBS - SUPPORT OPTIONS	Support Options	1 Unit Received	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Consumer direction, or self-directed care, means an approach to providing services (including programs, benefits, supports, and technology) to assist an individual with activities of daily living, in which each individual plans, budgets, purchases, and controls services that they receive (including the amount, duration, scope, provider, and location of such services)
HCBS - TRANSPORTATION	Transportation - Individual	1 One-Way Trip	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.
HCBS - TRANSPORTATION	Transportation - Individual - Voucher	1 Trip	Individual	Unit Cost = \$1	Aging Services Coordinator, Livable Communities	Transportation of an approved consumer in which the consumer pays the provider for the trip with a voucher OR the AAA has an agreement with a provider to accept payment vouchers. The AAA or the consumer negotiates the rate and trip type (one-way, round trip) with the provider.
HCBS - TRANSPORTATION	Transportation (DHS Unified)	1 One-Way Trip or hourly rate for group trips	N/A	Line Item	Aging Services Coordinator, Livable Communities	Provision of DHS Unified transportation as a means of transporting clients from one location to another. Does not include any other activity. (DAS)
MDSQ OPTIONS COUNSELING	MDSQ Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	An interactive decision support process whereby consumers, along with designated members of their circles of support, are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances. Service is provided face-to-face.

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MFP TRANSITION COORDINATION	MFP - Transition Coordination	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
NURSING HOME TRANSITION	Nursing Home Transitions	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a proscribed Care Plan and maintains support for 365 days after day of transition.
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Options Counseling Specialist, Access to Services	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers' needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face.
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	N/A	Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.
SCSEP	SCSEP	1 Enrollment	Individual	Line Item	SCSEP Coordinator, Livable Communities	Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities.

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE - PROVIDER
3. EVIDENCE BASED PROGRAM ADDENDUM
4. COST SHARING POLICY

STATEMENT OF SERVICE

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

DHS - Division of Aging Services

Area Plan Budget Summary by Service - Provider

SFY: 2023

AAA: Three Rivers Region AAA
 Provider: Villa Rica Senior Center

Area Plan Version 1 - Submitted

Program: HCBS - Nutrition Services											
Service: Home Delivered Meals											
NSIP - SSBG Supplemental (Unit Cost)	\$4,729.00	\$0.00	\$4,729.00	\$0.00	\$4,729.00	\$0.00	\$5.21	\$4,734.21	793.00	\$5.97	8
NSIP - ACL (Line Item)	\$12,789.00	\$0.00	\$12,789.00	\$0.00	\$12,789.00	\$0.00	\$0.00	\$12,789.00			
NSIP - State (Unit Cost)	\$0.00	\$18,305.00	\$18,305.00	\$0.00	\$18,305.00	\$0.00	\$2.00	\$18,507.00	3,100.00	\$5.97	15
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$12,249.00	\$721.00	\$12,970.00	\$1,441.00	\$14,411.00	\$0.00	\$0.58	\$14,411.58	2,414.00	\$5.97	20
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,115.00	\$17,115.00			
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,432.20	\$25,432.20	4,260.00	\$5.97	15
Service Total:	\$29,767.00	\$19,026.00	\$48,793.00	\$1,441.00	\$50,234.00	\$200.00	\$42,554.99	\$92,988.99	10,567.00		
Program Total:	\$29,767.00	\$19,026.00	\$48,793.00	\$1,441.00	\$50,234.00	\$200.00	\$42,554.99	\$92,988.99	10,567.00		
Program: HCBS - Senior Centers											
Service: Congregate Meals											
NSIP - ACL (Line Item)	\$15,588.00	\$0.00	\$15,588.00	\$0.00	\$15,588.00	\$0.00	\$0.00	\$15,588.00			
OAA Title III C1 - Congregate Meals (Unit Cost)	\$29,484.00	\$1,735.00	\$31,219.00	\$3,469.00	\$34,688.00	\$0.00	\$1.45	\$34,689.45	4,215.00	\$8.23	47
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,638.00	\$10,638.00			
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,070.99	\$56,070.99	6,813.00	\$8.23	60
Service Total:	\$45,072.00	\$1,735.00	\$46,807.00	\$3,469.00	\$50,276.00	\$0.00	\$66,710.44	\$116,986.44	11,028.00		
Program Total:	\$45,072.00	\$1,735.00	\$46,807.00	\$3,469.00	\$50,276.00	\$0.00	\$66,710.44	\$116,986.44	11,028.00		
Provider Total:	\$74,839.00	\$20,761.00	\$95,600.00	\$4,910.00	\$100,510.00	\$200.00	\$109,265.43	\$209,975.43	21,595.00		

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

Provider Collection and Payment:

Providers will develop and implement cost share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

Home-Delivered Meals

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Congregate Meals/Senior Center Services

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Three Rivers GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

In-Home Services (Homemaker, Personal Care, Respite Care)

The provider of in-home services will mail a monthly statement to individuals to collect any cost share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Termination of Service

The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

ATTACHMENT C

CONTAINS THE FOLLOWING DOCUMENTS:

1. ANNEX A – BUSINESS ASSOCIATE AGREEMENT (BAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF VILLA RICA-PARKS & REC DEPT – SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-045-02-AAA-2023** between TRRC and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
 - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services.**
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented.**
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L -2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.

- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations**.
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom **such information relates**.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

M. TRRC agrees that it will:

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

15. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, **protections are extended to such information, in accordance with the termination provisions in this section.**
- A. **Termination for Cause.** Upon TRRC 's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:
- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
 - If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
 - If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
- B. **Effect of Termination.**
- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
 - Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
 - This Effect of Termination section survives the termination of the Agreement.
16. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
17. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
18. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described In the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers (erogers@threeriversrc.com) or LeeAnn Davis (ldavis@threeriversrc.com) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: In-car laptop computers
AGENDA DATE: 07/29/2022

DATE PREPARED: 07/28/2022
PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$12,489.52
GL ACCOUNT #: 746-3210-531600
FUNDING SOURCE: Technology Fund
BUDGETED ITEM? No

PURPOSE: To equip the new patrol vehicles with laptop computers and replace old laptop computers in current vehicles which are no longer operating correctly.

BACKGROUND: All VRPD patrol vehicles are equipped with laptop computers for the purpose of completing reports, issuing citations, accessing GCIC/NCIC records, interfacing with FLOCK cameras, and completing various other job-related functions. This allows the officers to remain on the road as much as possible and have ready access to critical public safety information.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase eight Dell Latitude 5430 Rugged computers from Dell Technologies in the amount of \$12,489.52. The per unit price for these laptops is \$1,561.19 which makes them the most cost effective solution available at this time. The money for this purchase would be taken from the Technology Fund which is comprised of fees gathered from citations which is specifically dedicated for purchases such as this.

IMPACT: Time sensitive communications and access to critical records greatly enhance officer safety, public safety, and agency efficiency. We have recently taken existing laptops out of other vehicles to keep the technology resources working correctly. This purchase allows the broken laptops to be replaced and new vehicles to be deployed fully equipped.

MOTION: I move to allow the police department to purchase eight Dell Latitude 5430 Rugged computers from Dell Technologies in the amount of \$12,489.52 utilizing money from the Technology Fund.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000127473965.1	Sales Rep	Dawn Williams
Total	\$12,489.52	Phone	(800) 456-3355, 6179048
Customer #	11871851	Email	Dawn_W@Dell.com
Quoted On	Jul. 27, 2022	Billing To	JIM CHAMBERS
Expires by	Aug. 26, 2022		CITY OF VILLA RICA
Contract Name	Dell National Cooperative Purchasing Alliance-NCPA Master Agreement		571 W BANKHEAD HWY VILLA RICA, GA 30180-1732
Contract Code	C000000005600		
Customer Agreement #	NCPA 01-42		
Deal ID	22177351		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Dawn Williams

Shipping Group

Shipping To	Shipping Method
JIM CHAMBERS CITY OF VILLA RICA 571 W BANKHEAD HWY VILLA RICA, GA 30180-1732 (770) 459-7000	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$1,561.19	8	\$12,489.52

Subtotal:	\$12,489.52
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$12,489.52
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$12,489.52
---------------	--------------------

Shipping Group Details

Shipping To

JIM CHAMBERS
CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA, GA 30180-1732
(770) 459-7000

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 5430 Rugged	8	\$12,489.52

Estimated delivery if purchased today:
Aug. 26, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	8	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	8	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	8	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	8	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	8	-
ME Lockout MOD - Manageability	631-ADED	-	8	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	8	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	8	-
14" Non-touch 400 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare	391-BGGF	-	8	-
English US Non-backlit Sealed Internal keyboard	583-BILG	-	8	-
Intel AX210 WLAN Driver	555-BHCC	-	8	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	8	-
Hot surface warning label	389-ECGC	-	8	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	8	-
65W Type-C EPEAT Adapter	492-BCXP	-	8	-
No Fingerprint, no Smartcard reader	346-BHQK	-	8	-
E4 Power Cord 1M for US	537-BBBL	-	8	-
Setup and Features Guide	340-CXCE	-	8	-
Dummy Airbay Cover	325-BEIV	-	8	-
ENERGY STAR Qualified	387-BBPC	-	8	-
Custom Configuration	817-BBBB	-	8	-
Dell Applications for Windows 11	658-BFIP	-	8	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	8	-
Microphone + RGB HD camera; Non-touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHS	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	8	-
No Option Included	340-ACQQ	-	8	-
Additional USB-A rear port	590-TFHR	-	8	-
Additional TBT/Type-C port	325-BEJZ	-	8	-
Rigid handle	750-ADPK	-	8	-

Dell Limited Hardware Warranty Initial Year	808-6805	-	8	-
Mail In Service after Remote Diagnosis, 3 Years	808-6806	-	8	-

Subtotal:	\$12,489.52
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$12,489.52

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Exterior ballistic vest carriers
AGENDA DATE: 07/29/2022

DATE PREPARED: 08/02/2022
PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$34,345.90
GL ACCOUNT #: 100-3210-531700
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: To equip VRPD officers with exterior ballistic vest carriers.

BACKGROUND: All VRPD officers are currently supplied a ballistic vest by the agency. These vests are concealable and worn under the uniform shirt. The new proposed ballistic vest and carrier allows the officers to wear their body armor on the exterior of their uniform shirt. This transition modernizes the appearance of the VRPD uniform and enhances officer comfort, equipment availability, and safety.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase Armor Express overt carriers, panels, and trauma plates from Armor Express at a value not to exceed \$34,345.90. VRPD already purchases ballistic vests from Armor Express. Completing this purchase with Armor Express will allow the officers already utilizing Armor Express panels to only require a new carrier, reducing the overall cost of the project.

IMPACT: Officer safety and comfort, as well as public safety, are enhanced with this purchase. These exterior ballistic vest carriers will have the ability to attach selected equipment to the front of the vest, allowing officers to have additional less lethal tools at their disposal. This can enhance the ability to successfully deescalate critical situations in the field.

MOTION: I move to allow the police department to purchase Armor Express overt carriers, panels, and trauma plates from Armor Express at a value not to exceed \$34,345.90.



QUOTE

Quote Information

Quote Number	2208-405	Quote ID	Villa Rica PD - Gray Traverse + Vortex Lvl II
Customer No.		Commencement Date	8/1/2022
		Expiration Date	12/30/2022

Quote Approval Status

Approved

Customer Information

Bill To Name	Villa Rica Police Department	Ship To Name	Villa Rica Police Department
Bill To	101 Main St Villa Rica, GA 30180	Ship To	101 Main St Villa Rica, GA 30180

Quantity	Product	Description	Sales Price	Total Price
46.00	BRAVO CONCEALABLE PANELS (SET OF 2) - VORTEX LEVEL II - NIJ	VTX 2 G2 MALE BRV	\$496.65	\$22,845.90
46.00	BRAVO OVERT CARRIER - TRAVERSE - 1/2 MOLLE (NO MOLLE ON POCK	TRAV MOL TGY BRV 1155-M-2	\$196.08	\$9,019.68
46.00	TRAUMA PACKS/PLATES - ARA-SHOCK ICW 5X8 FE (FOAM ENCAPSULATE	PLATE, FOAM ENCAP 5X8 ICW	\$53.92	\$2,480.32
Grand Total				\$34,345.90

Additional Details

Quantity may vary

When exporting plates, helmets or shields outside of the USA, Export License and End User Certificate are required. Any items to be exported must be in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited

Terms and Conditions

Shipping Method	FedEx / UPS Ground	Estimated Ship Date	45-60 days ARO
Prices are FOB	Eden, North Carolina	Freight	To be added at time of shipment
Terms	Net 30		

For Questions Contact - Email: Sales@armorexpress.com / Phone: (866) 357-3845

To assure proper pricing, write Quote Number on all purchase orders utilizing this quote.

Armor Express, 4501 N. Fairfax Drive, Suite 720, Arlington, Virginia, 22203
Phone: (866) 357-3845
www.armorexpress.com





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Equipment Pouches
AGENDA DATE: 07/29/2022

DATE PREPARED: 08/02/2022
PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$5,000.00
GL ACCOUNT #: 100-3210-531700
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: To equip VRPD officers with equipment pouches to be placed on exterior ballistic vest carriers.

BACKGROUND: VRPD officers currently wear all of their duty gear on their belts. This is challenging for smaller framed officers as they do not have sufficient belt space for less lethal equipment. The new proposed ballistic vest carrier allows the officers to place patrol gear on the front of their vests, and these pouches will be needed to hold those items.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase patrol equipment pouches from T&T Uniforms at a value not to exceed \$5,000. T&T Uniforms is the current uniform supplier for VRPD, and we have been satisfied with their level of service on other purchase projects in the past.

IMPACT: Officer safety and comfort, as well as public safety, are enhanced with this purchase. These pouches allow officers to expand their less lethal force options and move some weight off their hips and lower back. These pouches will allow officers to take full advantage of the extra room provided with the exterior ballistic vest carriers.

MOTION: I move to allow the police department to purchase patrol equipment pouches from T&T Uniforms at a value not to exceed \$5,000.

From: carla ttuniforms.com <carla@ttuniforms.com>
Sent: Wednesday, June 8, 2022 11:45 AM
To: Hunter Ethredge
Subject: RE: EXTERNAL EMAIL: T&T Uniforms Quote - Blauer Vest Carrier & Base Shirts

I will double check with Zach on that. Here is some pricing for the pouches.

GH Armor Pouches:
GH-BPCH-TPM: Triple Pistol Mag - \$35.00
GH-BPCH-DCUFF: Double Handcuff - \$32.00
GH-BPCH-RADIO: Universal Radio - \$35.00
GH-BP-CH-TM4: M4 Mag, Triple - \$40.00

VOODOO Tactical Pouches:
VDT20 - Radio - \$14.00
VDT20 - Open Top M4/M16 Triple Mag - \$14.00
VDT15 - Handcuff Pouch - \$15.00 (this does not specify double)

I can try to get some samples for you to look at. Thank you!

Carla McClain

www.ttuniforms.com
2279 South Cobb Dr.
Smyrna, GA 30080
Office: 770.433.3211
Direct: 678-809-7216

From: Hunter Ethredge <hethredge@villarica.gov>
Sent: Wednesday, June 8, 2022 10:49 AM
To: carla ttuniforms.com <carla@ttuniforms.com>
Subject: RE: EXTERNAL EMAIL: T&T Uniforms Quote - Blauer Vest Carrier & Base Shirts

Thanks, Carla. We will not be ordering long sleeves at this time. We are considering full transition to short sleeve only. Just so I am clear, there is no bulk pricing available if we place a full PD wide order all at once? If there is no bulk pricing break, I'll just enter the total tally number of each item I need into this quote for full project pricing, yes?

And yes, ma'am. I need pouch pricing as well to round out the project.

Thanks,
HE

From: carla ttuniforms.com <carla@ttuniforms.com>
Sent: Wednesday, June 8, 2022 10:24 AM
To: Hunter Ethredge <hethredge@villarica.gov>
Subject: EXTERNAL EMAIL: T&T Uniforms Quote - Blauer Vest Carrier & Base Shirts

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hunter,

Please see the attached quote for the Blauer Vest Carriers and Base Shirts. I added the long sleeve in the quote as well. I will need to get pricing on the pouches. Do you need that quote right now as well? Let me know of any questions. Thank you!

Carla McClain

www.ttuniforms.com
2279 South Cobb Dr.
Smyrna, GA 30080
Office: 770.433.3211
Direct: 678-809-7216



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Considerations on adding speed humps as traffic calming devices on Cleghorn Street and South Dogwood Street (South of HWY 78)

AGENDA DATE: July 12, 2022

DATE PREPARED: June 30, 2022

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

AMOUNT: Approximately \$20,000.00

GL ACCOUNT #:

FUNDING SOURCE: SPLOST

BUDGETED ITEM? Yes

PURPOSE: On direction from City Council, traffic studies were conducted on Cleghorn Street and South Dogwood Street to see if these streets qualify for speed humps or other traffic calming devices.

BACKGROUND: After complaints from residents about excessive speeds on both of the streets listed, traffic studies were conducted to determine if speeds in excess of the posted speed limit qualify for traffic calming (these studies are in the City Council Packet for this agenda item). The Cleghorn study was conducted the week of June 21 – 28, 2022. The South Dogwood study was conducted some time ago: August 23 – 30, 2018. We felt that a recent study would be redundant due to the data revealed with the study used.

The City Traffic Calming Ordinance requires that the 85th percentile speed revealed by the study be a least 10 MPH over the posted limit which in the case of Cleghorn is 25 MPH. Page 82 of the study indicates that the 85th percentile speed averaged over the week with combined traffic traveling in both directions is 34 MPH which is less than the ordinance requires. Therefore, it does not qualify for traffic calming measures.

The South Dogwood Street was conducted some time ago and page 26 of that study indicates that the 85th percentile speed averaged over the week was 38 MPH which does meet the ordinance criteria for traffic calming measures. When that study was performed and the speeds revealed, we refreshed the signage along that route to help slow traffic down. As we know, sign improvement rarely fixes the problem. Based on the study results, I will list several traffic calming measures and indicate the pros and cons of going the speed hump route in this case.

The 85th percentile speed is the speed at or below which 85 percent of the drivers will operate with open roads and favorable conditions. The assumption underlying the 85th percentile speed is that most drivers will operate their vehicle at speeds they perceive to be safe. Speed limits set above or below the 85th percentile speed will create unsafe conditions due to speed differential as some drivers adhere strictly to the law while others drive the naturally induced speed.

Traffic Calming Measures

Some common traffic calming measures are listed below.

- Speed limit painted on asphalt (much like you see on interstate)
- Speed activated signs – radar signs or speed checkers
- Improved roadway signage
- The use of rumble strips at routine locations (can be a nuisance due to noise)
- Chokers – mid-block narrowing of street so only one lane can pass at a time
- Speed hump or speed tables
- Changing street to one-way (this has been discussed making S Dogwood one way south and Spring Street one way north)
- Increased speed enforcement

In this case speed humps are the center focus of this consideration/recommendation. First, the Pros and Cons of speed humps:

Pros

- Increased compliance to speed limits
- Increased safety and consideration for homeowners (if they concur with the installation)
- Fewer vehicular accidents
- Decreased severity of injuries in case of collision

Cons

- Slows down emergency service vehicles and school buses
- Increased noise levels (S. Dogwood Street homeowners have not been surveyed)
- Increased air pollution
- Increased inconvenience issues
- GDOT will not allow LMIG funds to be spent on local streets that have speed humps installed. The speed humps must be removed, pave the street, and then re-install them.

STAFF RECOMMENDATION: In my professional opinion, speed humps work best in subdivision developments, not thru streets like South Dogwood. In my years in the Public Works industry, after installing speed humps on thru streets, the public outcry was so great that we had to remove them within one month of installation. This was due to the increased noise levels and the gross inconvenience they caused, especially with cut-thru traffic. Based on this fact and the fact that LMIG funds can't be spent on speed hump streets without removal, I recommend that we choose an alternate traffic calming measure other than speed humps.

IMPACT:

MOTION: I move to implement alternative traffic calming measures on South Dogwood Street other than speed humps. Once the alternative measures are identified, recommended measures will be brought back to Mayor and City Council.

COMBINED

Report for 8/23/2018 12:00:00 PM to Midnight

Vehicles	Peak Periods			
	AM		PM	
	Time	11:30	Time	04:30
	Count	65	Count	192
1,332	PHF	0.478	PHF	0.889

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	11	988	275	9	26	2	0	1	1	0	0	0	0	19
Percent	0.8	74.2	20.6	0.7	2.0	0.2	0.0	0.1	0.1	0.0	0.0	0.0	0.0	1.4

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	44	20	110	309	498	284	58	7	1	1	0	0	0	0
Percent	3.3	1.5	8.3	23.2	37.4	21.3	4.4	0.5	0.1	0.1	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	1288	1268	1158	849	351	67	9	2	1	0	0	0	0	0
Percent	96.7	95.2	86.9	63.7	26.4	5.0	0.7	0.2	0.1	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	21	24	26	31	32	33	37	39	40

Average 32
 (Mean)

Pace Speed 28-37
 Number in 873
 Pace

Percent in 65.5
Pace

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	15
1	0
2	0
3	0
4	0
5	0
6	2
7	0
8	0
9	0
10	3
11	11
12	4
13	2
14	3
15	4
16	2
17	2
18	3
19	5
20	8
21	11
22	16
23	18
24	29
25	36
26	51
27	36
28	59
29	78
30	85
31	119
32	107
33	72
34	104
35	96
36	85
37	68
38	45
39	51
40	35
41	22
42	18
43	11
44	3
45	4
46	2
47	2
48	1
49	2
50	0
51	0
52	0
53	0
54	1
55	0
56	0
57	0
58	1

COMBINED

Report for Friday, August 24, 2018

Vehicles	Peak Periods			
	AM		PM	
	Time	11:00	Time	03:45
2,295	Count	162	Count	224
	PHF	0.880	PHF	0.862

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	17	1694	453	15	74	2	0	4	0	0	0	0	0	36
Percent	0.7	73.8	19.7	0.7	3.2	0.1	0.0	0.2	0.0	0.0	0.0	0.0	0.0	1.6

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	66	28	171	591	831	465	125	13	4	1	0	0	0	0
Percent	2.9	1.2	7.5	25.8	36.2	20.3	5.4	0.6	0.2	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	2229	2201	2030	1439	608	143	18	5	1	0	0	0	0	0
Percent	97.1	95.9	88.5	62.7	26.5	6.2	0.8	0.2	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	22	25	26	32	32	33	38	39	41

Average 32
(Mean)

Pace Speed 28-37
Number in 1480
Pace

Percent in 64.5
Pace

City of Villa Rica
South Dogwood Traffic Study
Villa Rica, Georgia

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	35
1	1
2	0
3	0
4	0
5	1
6	1
7	1
8	2
9	3
10	3
11	0
12	1
13	3
14	9
15	6
16	6
17	2
18	4
19	5
20	11
21	20
22	25
23	30
24	40
25	56
26	90
27	80
28	117
29	139
30	165
31	157
32	202
33	165
34	161
35	146
36	119
37	109
38	98
39	86
40	53
41	54
42	31
43	15
44	16
45	9
46	6
47	2
48	4
49	1
50	0
51	1
52	1
53	1
54	1
55	0
56	0
57	1

COMBINED

Report for Saturday, August 25, 2018

Vehicles	Peak Periods			
	AM		PM	
	Time	11:00	Time	02:00
1,431	Count	127	Count	129
	PHF	0.774	PHF	0.896

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	16	1101	255	4	37	1	0	4	0	0	0	0	0	13
Percent	1.1	76.9	17.8	0.3	2.6	0.1	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.9

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	28	27	128	333	506	298	88	21	2	0	0	0	0	0
Percent	2.0	1.9	8.9	23.3	35.4	20.8	6.1	1.5	0.1	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	1403	1376	1248	915	409	111	23	2	0	0	0	0	0	0
Percent	98.0	96.2	87.2	63.9	28.6	7.8	1.6	0.1	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	22	24	26	32	32	33	38	40	42

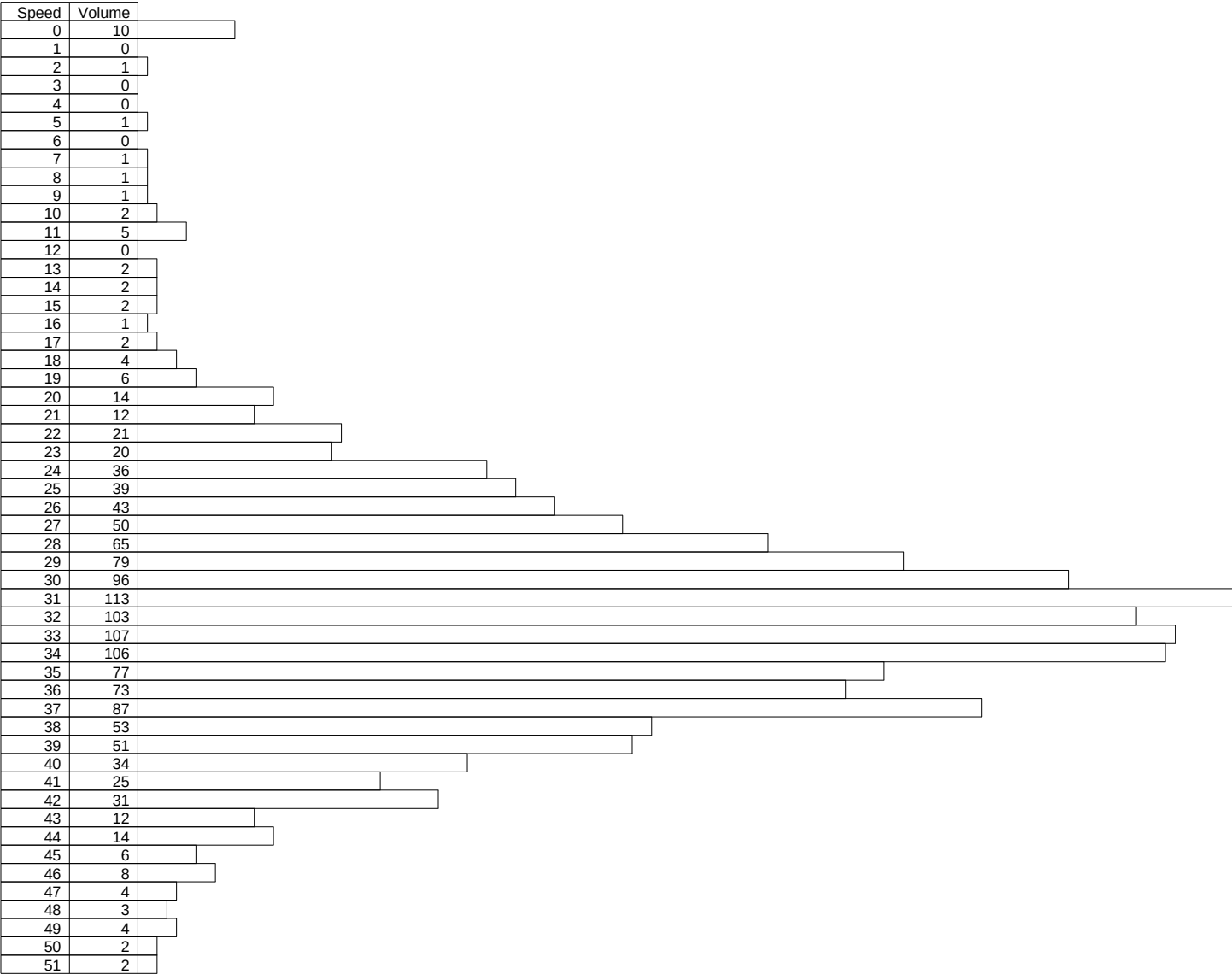
Average 32
 (Mean)

Pace Speed 28-37
 Number in 906
 Pace

Percent in 63.3
Pace

Latitude: 0' 0.0000 Undefined

COMBINED



COMBINED

Report for Sunday, August 26, 2018

Vehicles	Peak Periods			
	AM		PM	
	Time	11:00	Time	12:30
1,020	Count	66	Count	101
	PHF	0.917	PHF	0.902

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	2	795	187	6	23	0	0	1	0	1	0	0	0	5
Percent	0.2	77.9	18.3	0.6	2.3	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.5

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	11	22	78	283	343	201	64	15	0	1	0	1	0	1
Percent	1.1	2.2	7.6	27.7	33.6	19.7	6.3	1.5	0.0	0.1	0.0	0.1	0.0	0.1

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	1009	987	909	626	283	82	18	3	3	2	2	1	1	0
Percent	98.9	96.8	89.1	61.4	27.7	8.0	1.8	0.3	0.3	0.2	0.2	0.1	0.1	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	23	25	27	32	32	33	38	40	42

Average 32
 (Mean)

Pace Speed 27-36
 Number in 650
 Pace

Percent in 63.7
Pace

City of Villa Rica
South Dogwood Traffic Study
Villa Rica, Georgia

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	5
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	1
10	0
11	0
12	0
13	1
14	1
15	3
16	1
17	5
18	6
19	3
20	7
21	5
22	10
23	22
24	15
25	26
26	32
27	62
28	57
29	68
30	64
31	64
32	65
33	99
34	52
35	63
36	56
37	49
38	43
39	30
40	23
41	18
42	23
43	11
44	9
45	3
46	6
47	3
48	2
49	2
50	2
51	0
52	0
53	0
54	0
55	0
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	1
71	0
72	0
73	0
74	0
75	0
76	0
77	0

78	0
79	0
80	0
81	0
82	0
83	0
84	0
85	0
86	0
87	0
88	0
89	0
90	0
91	0
92	0
93	0
94	0
95	0
96	0
97	1

COMBINED

Report for Monday, August 27, 2018

Vehicles	Peak Periods			
	AM		PM	
	Time	06:45	Time	03:15
1,827	Count	120	Count	176
	PHF	0.833	PHF	0.898

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	10	1387	343	15	51	1	0	6	0	0	0	0	0	14
Percent	0.5	75.9	18.8	0.8	2.8	0.1	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.8

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	23	33	131	455	660	402	106	16	1	0	0	0	0	0
Percent	1.3	1.8	7.2	24.9	36.1	22.0	5.8	0.9	0.1	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	1804	1771	1640	1185	525	123	17	1	0	0	0	0	0	0
Percent	98.7	96.9	89.8	64.9	28.7	6.7	0.9	0.1	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	23	25	27	32	33	33	38	39	42

Average 32
 (Mean)

Pace Speed 28-37
 Number in 1166
 Pace

Percent in 63.8
Pace

City of Villa Rica
South Dogwood Traffic Study
Villa Rica, Georgia

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	13
1	0
2	0
3	0
4	0
5	1
6	0
7	0
8	0
9	0
10	2
11	1
12	3
13	1
14	2
15	0
16	3
17	6
18	8
19	7
20	9
21	11
22	20
23	20
24	32
25	48
26	62
27	78
28	87
29	98
30	130
31	147
32	124
33	150
34	122
35	117
36	103
37	88
38	73
39	80
40	58
41	27
42	32
43	23
44	12
45	12
46	7
47	3
48	2
49	2
50	2
51	0
52	0
53	0
54	1

COMBINED

Report for Tuesday, August 28, 2018

Vehicles	Peak Periods			
	AM		PM	
	Time	07:00	Time	04:45
1,802	Count	133	Count	181
	PHF	0.707	PHF	0.905

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	7	1353	340	17	62	4	0	5	0	0	0	0	0	14
Percent	0.4	75.1	18.9	0.9	3.4	0.2	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.8

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	23	23	131	467	680	348	114	14	2	0	0	0	0	0
Percent	1.3	1.3	7.3	25.9	37.7	19.3	6.3	0.8	0.1	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	1779	1756	1625	1158	478	130	16	2	0	0	0	0	0	0
Percent	98.7	97.4	90.2	64.3	26.5	7.2	0.9	0.1	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	23	26	27	32	32	33	38	39	41

Average 32
(Mean)

Pace Speed 27-36
Number in 1191
Pace

Percent in 66.1
Pace

City of Villa Rica
South Dogwood Traffic Study
Villa Rica, Georgia

Page 19

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	12
1	0
2	0
3	0
4	0
5	1
6	0
7	0
8	0
9	0
10	0
11	0
12	7
13	2
14	1
15	0
16	5
17	5
18	5
19	6
20	2
21	10
22	14
23	21
24	39
25	47
26	58
27	95
28	79
29	121
30	114
31	137
32	144
33	139
34	133
35	127
36	102
37	88
38	60
39	62
40	36
41	45
42	24
43	26
44	11
45	8
46	5
47	4
48	2
49	1
50	2
51	1
52	0
53	0
54	1

COMBINED

Report for Wednesday, August 29, 2018

Vehicles	Peak Periods			
	AM		PM	
	Time	07:00	Time	04:00
1,798	Count	127	Count	179
	PHF	0.934	PHF	0.895

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	10	1327	354	15	62	3	0	8	0	0	0	0	0	19
Percent	0.6	73.8	19.7	0.8	3.4	0.2	0.0	0.4	0.0	0.0	0.0	0.0	0.0	1.1

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	34	46	183	489	660	308	64	12	1	1	0	0	0	0
Percent	1.9	2.6	10.2	27.2	36.7	17.1	3.6	0.7	0.1	0.1	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	1764	1718	1535	1046	386	78	14	2	1	0	0	0	0	0
Percent	98.1	95.6	85.4	58.2	21.5	4.3	0.8	0.1	0.1	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	21	24	26	31	32	32	37	38	40

Average 31
 (Mean)

Pace Speed 28-37
 Number in 1182
 Pace

Percent in 65.7
Pace

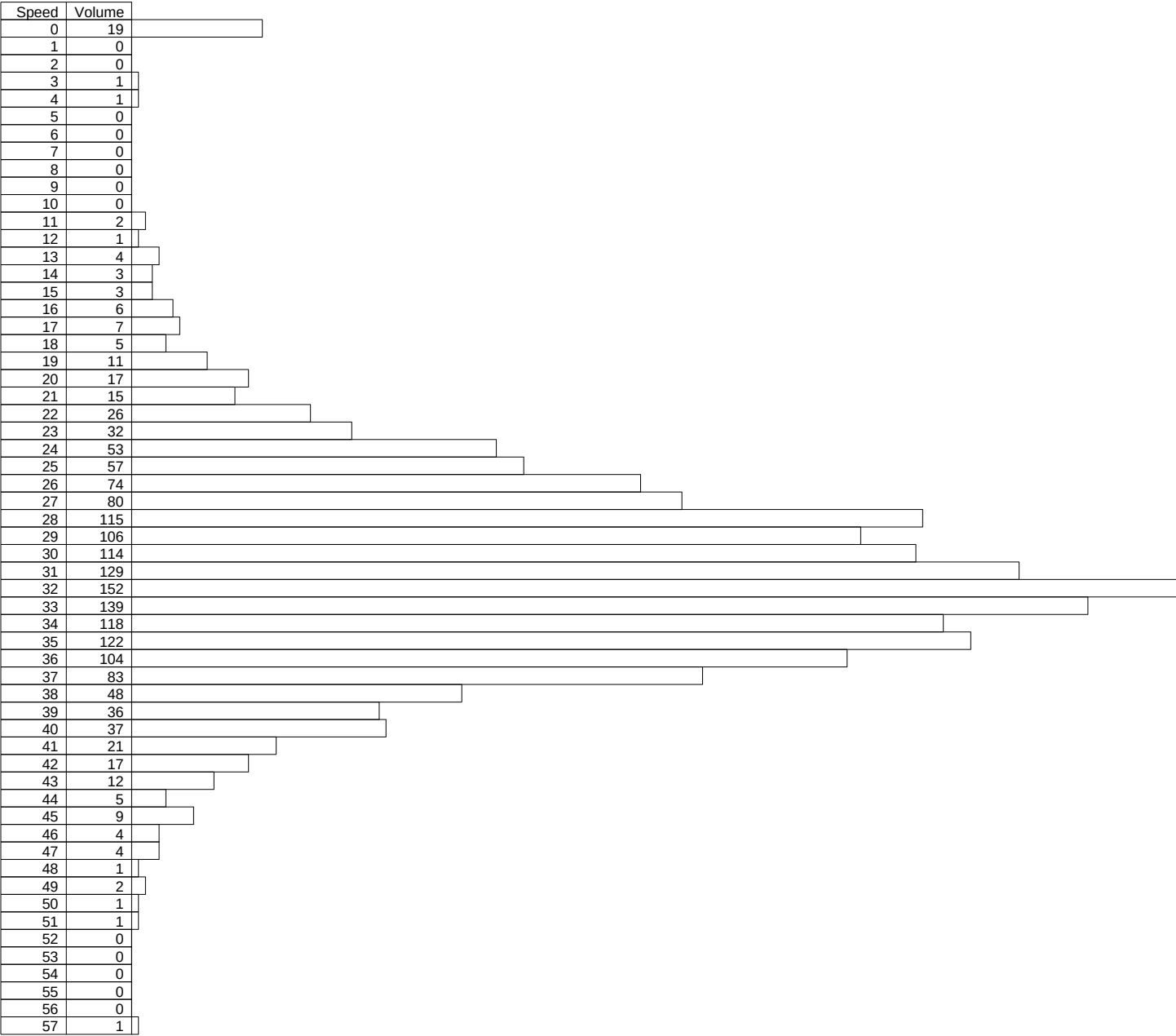
City of Villa Rica

South Dogwood Traffic Study
Villa Rica, Georgia

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED



COMBINED

Report for Thursday, August 30, 2018, Midnight to 09:59 AM

Vehicles	Peak Periods	
	AM	PM
	Time 07:00	Time -
389	Count 126	Count -
	PHF 0.851	PHF -

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	286	76	5	15	0	0	2	0	0	0	0	0	4
Percent	0.3	73.5	19.5	1.3	3.9	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	1.0

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	8	8	25	89	147	83	26	3	0	0	0	0	0	0
Percent	2.1	2.1	6.4	22.9	37.8	21.3	6.7	0.8	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	381	373	348	259	112	29	3	0	0	0	0	0	0	0
Percent	97.9	95.9	89.5	66.6	28.8	7.5	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	21	25	27	32	32	33	38	40	42

Average 32
 (Mean)

Pace Speed 28-37
 Number in 246
 Pace

Percent in 63.2
Pace

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	4
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	3
13	1
14	0
15	0
16	0
17	3
18	0
19	2
20	3
21	4
22	3
23	3
24	7
25	8
26	16
27	15
28	17
29	20
30	21
31	35
32	34
33	19
34	35
35	24
36	16
37	25
38	15
39	14
40	13
41	7
42	4
43	5
44	4
45	6
46	1
47	1
48	1

COMBINED

Report for 8/23/2018 12:00:00 PM to 8/30/2018 9:59:58 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	74	8931	2283	86	350	13	0	31	1	1	0	0	0	124
Percent	0.6	75.1	19.2	0.7	2.9	0.1	0.0	0.3	0.0	0.0	0.0	0.0	0.0	1.0

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	237	207	957	3016	4325	2389	645	101	11	4	0	1	0	1
Percent	2.0	1.7	8.0	25.4	36.4	20.1	5.4	0.8	0.1	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	11657	11450	10493	7477	3152	763	118	17	6	2	2	1	1	0
Percent	98.0	96.3	88.2	62.9	26.5	6.4	1.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	22	25	26	32	32	33	38	39	41

Average 32
 (Mean)

Pace Speed 28-37
 Number in 7674
 Pace
 Percent in 64.5
 Pace

City of Villa Rica
South Dogwood Traffic Study
Villa Rica, Georgia

Page 27

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	113
1	1
2	1
3	1
4	1
5	4
6	3
7	2
8	3
9	5
10	10
11	19
12	19
13	16
14	21
15	18
16	24
17	32
18	35
19	45
20	71
21	88
22	135
23	166
24	251
25	317
26	426
27	496
28	596
29	709
30	789
31	901
32	931
33	890
34	831
35	772
36	658
37	597
38	435
39	410
40	289
41	219
42	180
43	115
44	74
45	57
46	39
47	23
48	16
49	14
50	9
51	5
52	1
53	1
54	4
55	0
56	0
57	3
58	1
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	1
71	0
72	0
73	0
74	0
75	0
76	0
77	0

78	0
79	0
80	0
81	0
82	0
83	0
84	0
85	0
86	0
87	0
88	0
89	0
90	0
91	0
92	0
93	0
94	0
95	0
96	0
97	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for 6/21/2022 9:00:00 AM to Midnight

Vehicles	Peak Periods			
	AM		PM	
	Time	09:45	Time	12:30
425	Count	39	Count	49
	PHF	0.813	PHF	0.681

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	238	81	0	32	70	0	1	1	0	0	0	0	1
Percent	0.2	56.0	19.1	0.0	7.5	16.5	0.0	0.2	0.2	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	368	49	7	1	0	0	0	0	0	0	0	0	0	0
Percent	86.6	11.5	1.6	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	57	8	1	0	0	0	0	0	0	0	0	0	0	0
Percent	13.4	1.9	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	19	23	24	28	29	30	35	37	38					

Average 29
(Mean)

Pace Speed 24-33
Number in 274
Pace

Aug	118.0	247.6	0	625.0	0	0	0	0	0	0	0	0
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[illegible]

2.18

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
5	1
6	0
7	0
8	0
9	0
10	0
11	0
12	0
13	1
14	0
15	2
16	2
17	6
18	5
19	4
20	3
21	8
22	10
23	14
24	23
25	19
26	23
27	38
28	32
29	27
30	28
31	30
32	27
33	27
34	20
35	18
36	8
37	18
38	10
39	8
40	5
41	1
42	1
43	4
44	1
45	0
46	0
47	0
48	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for 6/21/2022 9:00:00 AM to Midnight

Vehicles	Peak Periods			
	AM		PM	
	Time	10:30	Time	01:00
407	Count	48	Count	44
	PHF	0.857	PHF	0.846

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	238	64	0	27	73	1	2	0	0	0	0	0	1
Percent	0.2	58.5	15.7	0.0	6.6	17.9	0.2	0.5	0.0	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	371	30	5	0	0	1	0	0	0	0	0	0	0	0
Percent	91.2	7.4	1.2	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	36	6	1	1	1	0	0	0	0	0	0	0	0	0
Percent	8.8	1.5	0.2	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	20	21	27	28	28	33	35	37					

Average 27
(Mean)

Pace Speed 23-32
Number in 252
Pace

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	1
1	0
2	0
3	0
4	0
5	0
6	0
7	1
8	0
9	0
10	0
11	0
12	0
13	1
14	3
15	5
16	6
17	3
18	8
19	10
20	7
21	19
22	20
23	28
24	18
25	21
26	18
27	30
28	34
29	33
30	22
31	22
32	26
33	17
34	8
35	10
36	11
37	5
38	8
39	4
40	2
41	3
42	2
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for 6/21/2022 9:00:00 AM to Midnight

Vehicles	Peak Periods			
	AM		PM	
	Time	10:30	Time	01:00
832	Count	87	Count	89
	PHF	0.906	PHF	0.742

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	2	476	145	0	59	143	1	3	1	0	0	0	0	2
Percent	0.2	57.2	17.4	0.0	7.1	17.2	0.1	0.4	0.1	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	739	79	12	1	0	1	0	0	0	0	0	0	0	0
Percent	88.8	9.5	1.4	0.1	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	93	14	2	1	1	0	0	0	0	0	0	0	0	0
Percent	11.2	1.7	0.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	21	22	28	28	29	34	36	38					

Average 28
(Mean)

Pace Speed 24-33
Number in 515
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	117.7	242.0	222.7	625.0	0	0	0	0	0	0	0
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City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	1
1	0
2	0
3	0
4	0
5	1
6	0
7	1
8	0
9	0
10	0
11	0
12	0
13	2
14	3
15	7
16	8
17	9
18	13
19	14
20	10
21	27
22	30
23	42
24	41
25	40
26	41
27	68
28	66
29	60
30	50
31	52
32	53
33	44
34	28
35	28
36	19
37	23
38	18
39	12
40	7
41	4
42	3
43	4
44	1
45	0
46	0
47	0
48	1
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	1

City of Villa Rica

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Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Wednesday, June 22, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:00	Time	12:30
556	Count	46	Count	50
	PHF	0.885	PHF	0.781

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	271	112	5	54	105	0	6	1	0	0	0	0	1
Percent	0.2	48.7	20.1	0.9	9.7	18.9	0.0	1.1	0.2	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	478	69	7	1	1	0	0	0	0	0	0	0	0	0
Percent	86.0	12.4	1.3	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	78	9	2	1	0	0	0	0	0	0	0	0	0	0
Percent	14.0	1.6	0.4	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	21	23	28	29	30	35	37	38					

Average 29
(Mean)

Pace Speed 25-34
Number in 349
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	133.4	353.6	105.3	731.0	0	0	0	0	0	0	0	0
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City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
3	1
4	1
5	0
6	2
7	0
8	0
9	0
10	4
11	1
12	0
13	1
14	2
15	4
16	4
17	5
18	9
19	5
20	16
21	9
22	12
23	15
24	19
25	33
26	33
27	45
28	48
29	34
30	36
31	29
32	36
33	26
34	29
35	19
36	19
37	20
38	12
39	12
40	6
41	4
42	1
43	0
44	2
45	0
46	0
47	0
48	1
49	0
50	0
51	0
52	1

City of Villa Rica

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Cleghorn Road Study

"B" to "A" Southbound

Report for Wednesday, June 22, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	08:00	Time	12:15
531	Count	43	Count	48
	PHF	0.566	PHF	0.800

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	291	79	7	36	106	0	7	1	0	0	0	0	3
Percent	0.2	54.8	14.9	1.3	6.8	20.0	0.0	1.3	0.2	0.0	0.0	0.0	0.0	0.6

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	495	28	4	2	2	0	0	0	0	0	0	0	0	0
Percent	93.2	5.3	0.8	0.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	36	8	4	2	0	0	0	0	0	0	0	0	0	0
Percent	6.8	1.5	0.8	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	19	21	26	27	28	33	34	36					

Average 27
(Mean)

Pace Speed 23-32
Number in 339
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Avg. Wheelbase	119.4	246.6	398.0	720.0	0	0	0	0	0	0	0
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Axles Per Vehicle 2.23

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	1
1	0
2	0
3	0
4	0
5	1
6	0
7	0
8	1
9	1
10	0
11	0
12	2
13	3
14	2
15	4
16	6
17	10
18	13
19	12
20	18
21	16
22	14
23	36
24	31
25	32
26	40
27	36
28	40
29	38
30	29
31	31
32	26
33	23
34	14
35	15
36	11
37	7
38	6
39	2
40	2
41	0
42	3
43	0
44	0
45	1
46	1
47	0
48	1
49	0
50	0
51	0
52	0
53	2

City of Villa Rica

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Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Wednesday, June 22, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	10:15	Time	12:30
1,087	Count	83	Count	94
	PHF	0.769	PHF	0.839

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	2	562	191	12	90	211	0	13	2	0	0	0	0	4
Percent	0.2	51.7	17.6	1.1	8.3	19.4	0.0	1.2	0.2	0.0	0.0	0.0	0.0	0.4

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	973	97	11	3	3	0	0	0	0	0	0	0	0	0
Percent	89.5	8.9	1.0	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	114	17	6	3	0	0	0	0	0	0	0	0	0	0
Percent	10.5	1.6	0.6	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	20	22	27	28	29	34	36	38					

Average 28
(Mean)

Pace Speed 23-32
Number in 667
Pace

Aug	130.0	240.6	401.1	725.5	0	0	0	0	0	0	0
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120.0	240.6	401.1	725.5	0	0	0	0	0	0	0	0	0
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2.23

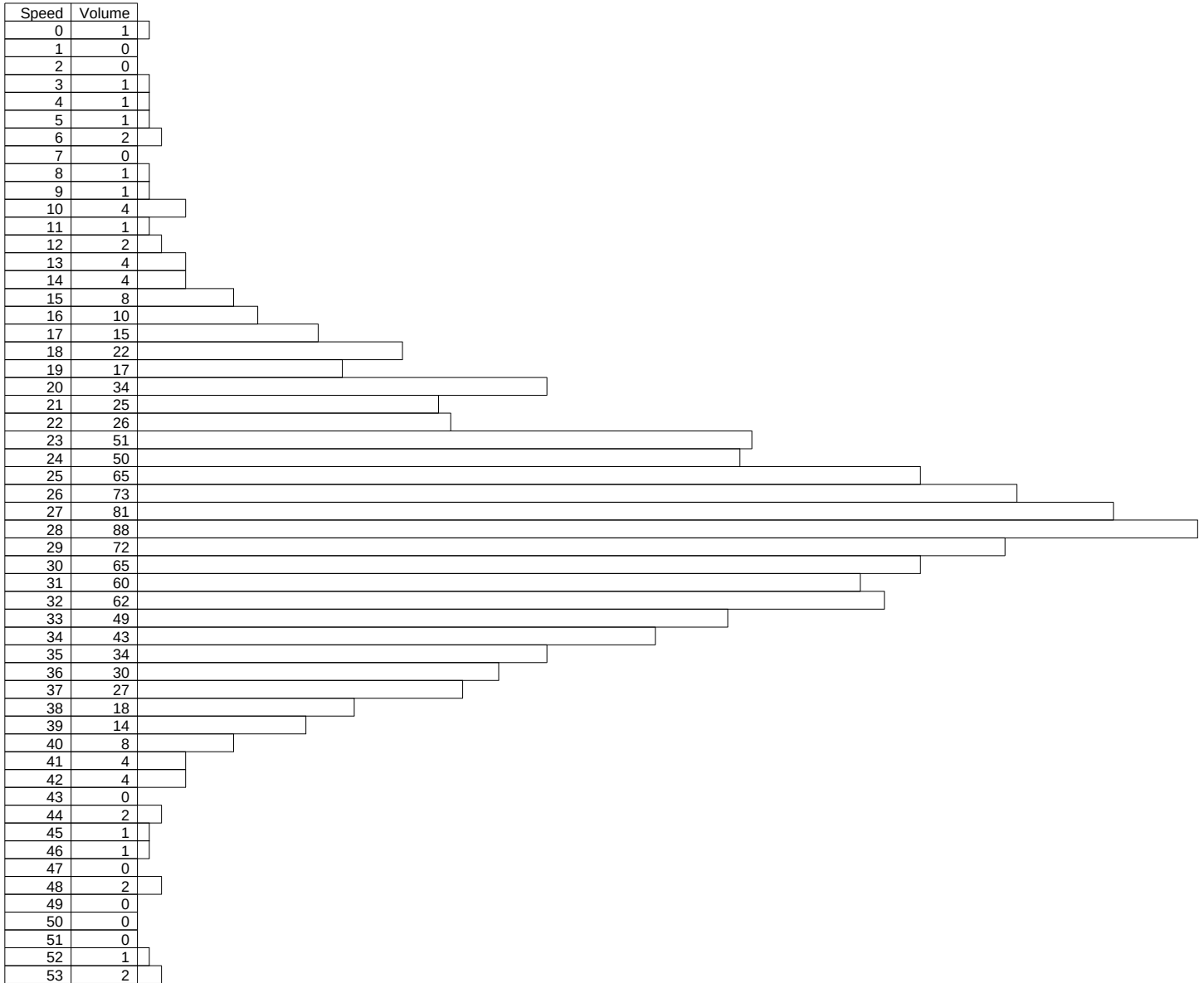
2.23

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound



City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Thursday, June 23, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:15	Time	04:00
434	Count	31	Count	37
	PHF	0.646	PHF	0.771

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	3	289	96	1	41	0	0	2	1	0	0	0	0	1
Percent	0.7	66.6	22.1	0.2	9.4	0.0	0.0	0.5	0.2	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	370	43	13	3	3	0	2	0	0	0	0	0	0	0
Percent	85.3	9.9	3.0	0.7	0.7	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	64	21	8	5	2	2	0	0	0	0	0	0	0	0
Percent	14.7	4.8	1.8	1.2	0.5	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	19	22	23	29	29	30	35	37	40					

Average 29
(Mean)

Pace Speed 24-33
Number in 267
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	110.6	210.2	101.0	261.0	0	0	0	0	0	0	0
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City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
0	1
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	1
11	0
12	3
13	0
14	1
15	2
16	2
17	3
18	5
19	4
20	5
21	14
22	12
23	15
24	29
25	22
26	17
27	23
28	26
29	38
30	27
31	33
32	25
33	27
34	13
35	22
36	17
37	7
38	9
39	8
40	2
41	7
42	3
43	1
44	1
45	1
46	1
47	0
48	2
49	0
50	0
51	0
52	0
53	0
54	1
55	2
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	1
64	0
65	1

City of Villa Rica

571 W. Bankhead Hwy
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Cleghorn Road Study

"B" to "A" Southbound

Report for Thursday, June 23, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:15	Time	03:30
433	Count	33	Count	40
	PHF	0.750	PHF	0.769

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	2	316	83	1	26	1	0	3	0	0	0	0	0	1
Percent	0.5	73.0	19.2	0.2	6.0	0.2	0.0	0.7	0.0	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	377	44	8	2	2	0	0	0	0	0	0	0	0	0
Percent	87.1	10.2	1.8	0.5	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	56	12	4	2	0	0	0	0	0	0	0	0	0	0
Percent	12.9	2.8	0.9	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	20	21	27	28	29	35	36	38					

Average 28
(Mean)

Pace Speed 23-32
Number in 248
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	1
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	0
13	1
14	1
15	2
16	5
17	8
18	6
19	10
20	13
21	21
22	19
23	22
24	21
25	26
26	22
27	23
28	32
29	19
30	28
31	30
32	25
33	16
34	16
35	10
36	13
37	17
38	6
39	5
40	3
41	5
42	2
43	1
44	0
45	0
46	2
47	0
48	0
49	0
50	0
51	0
52	1
53	0
54	0
55	1

City of Villa Rica

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Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Thursday, June 23, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:15	Time	04:00
867	Count	64	Count	74
	PHF	0.696	PHF	0.740

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	5	605	179	2	67	1	0	5	1	0	0	0	0	2
Percent	0.6	69.8	20.6	0.2	7.7	0.1	0.0	0.6	0.1	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	747	87	21	5	5	0	2	0	0	0	0	0	0	0
Percent	86.2	10.0	2.4	0.6	0.6	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	120	33	12	7	2	2	0	0	0	0	0	0	0	0
Percent	13.8	3.8	1.4	0.8	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	19	21	22	28	29	30	35	37	39					

Average 29
(Mean)

Pace Speed 24-33
Number in 509
Pace

117.0	212.1	101.0	261.0	0	0	0	0	0	0
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City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	2
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	1
11	0
12	3
13	1
14	2
15	4
16	7
17	11
18	11
19	14
20	18
21	35
22	31
23	37
24	50
25	48
26	39
27	46
28	58
29	57
30	55
31	63
32	50
33	43
34	29
35	32
36	30
37	24
38	15
39	13
40	5
41	12
42	5
43	2
44	1
45	1
46	3
47	0
48	2
49	0
50	0
51	0
52	1
53	0
54	1
55	3
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	1
64	0
65	1

City of Villa Rica

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Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Friday, June 24, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:30	Time	11:45
531	Count	47	Count	50
	PHF	0.653	PHF	0.694

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	3	370	108	0	42	0	0	4	1	0	0	0	0	3
Percent	0.6	69.7	20.3	0.0	7.9	0.0	0.0	0.8	0.2	0.0	0.0	0.0	0.0	0.6

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	455	61	13	2	0	0	0	0	0	0	0	0	0	0
Percent	85.7	11.5	2.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	76	15	2	0	0	0	0	0	0	0	0	0	0	0
Percent	14.3	2.8	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	19	21	23	29	29	30	35	37	39					

Average 29
(Mean)

Pace Speed 25-34
Number in 321
Pace

[illegible]

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
0	3
1	0
2	0
3	0
4	0
5	0
6	0
7	2
8	0
9	0
10	0
11	0
12	0
13	0
14	0
15	3
16	2
17	7
18	6
19	5
20	12
21	15
22	23
23	20
24	18
25	18
26	27
27	34
28	43
29	51
30	33
31	35
32	24
33	25
34	31
35	18
36	17
37	18
38	10
39	11
40	5
41	3
42	3
43	4
44	3
45	0
46	0
47	0
48	2

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for Friday, June 24, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	10:15	Time	12:00
508	Count	41	Count	43
	PHF	0.854	PHF	0.896

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	2	379	86	1	31	0	0	5	0	0	0	0	0	4
Percent	0.4	74.6	16.9	0.2	6.1	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.8

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	439	54	10	4	1	0	0	0	0	0	0	0	0	0
Percent	86.4	10.6	2.0	0.8	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	69	15	5	1	0	0	0	0	0	0	0	0	0	0
Percent	13.6	3.0	1.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	19	21	27	28	29	35	37	39					

Average 28
(Mean)

Pace Speed 24-33
Number in 257
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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	Aug	113.7	206.5	121.0	0	0	0	0	0	0	0	0
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Aydes Der 2.04

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	4
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	1
12	1
13	2
14	2
15	2
16	5
17	7
18	12
19	18
20	19
21	24
22	23
23	16
24	26
25	36
26	25
27	29
28	25
29	25
30	25
31	19
32	25
33	22
34	22
35	24
36	12
37	17
38	12
39	5
40	8
41	2
42	1
43	1
44	1
45	5
46	1
47	0
48	0
49	2
50	1
51	0
52	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Friday, June 24, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:30	Time	11:45
1,039	Count	84	Count	91
	PHF	0.724	PHF	0.784

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	5	749	194	1	73	0	0	9	1	0	0	0	0	7
Percent	0.5	72.1	18.7	0.1	7.0	0.0	0.0	0.9	0.1	0.0	0.0	0.0	0.0	0.7

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	894	115	23	6	1	0	0	0	0	0	0	0	0	0
Percent	86.0	11.1	2.2	0.6	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	145	30	7	1	0	0	0	0	0	0	0	0	0	0
Percent	14.0	2.9	0.7	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	20	22	28	29	29	35	37	39					

Average 28
(Mean)

Pace Speed 25-34
Number in 574
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	115.2	206.4	420.1	700.0	0	0	0	0	0	0	0
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Aydes Der 2.04

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	7
1	0
2	0
3	0
4	0
5	0
6	0
7	2
8	0
9	0
10	0
11	1
12	1
13	2
14	2
15	5
16	7
17	14
18	18
19	23
20	31
21	39
22	46
23	36
24	44
25	54
26	52
27	63
28	68
29	76
30	58
31	54
32	49
33	47
34	53
35	42
36	29
37	35
38	22
39	16
40	13
41	5
42	4
43	5
44	4
45	5
46	1
47	0
48	2
49	2
50	1
51	0
52	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Saturday, June 25, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:30	Time	04:00
473	Count	35	Count	47
	PHF	0.625	PHF	0.691

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	2	338	114	0	17	0	0	1	0	0	0	0	0	1
Percent	0.4	71.5	24.1	0.0	3.6	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	420	45	7	1	0	0	0	0	0	0	0	0	0	0
Percent	88.8	9.5	1.5	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	53	8	1	0	0	0	0	0	0	0	0	0	0	0
Percent	11.2	1.7	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	21	22	28	28	29	34	36	38					

Average 28
(Mean)

Pace Speed 24-33
Number in 292
Pace

Percent in 61.7
Pace

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MISC. STATISTICS

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Avg. Wheelbase	116.4	297.1	0	0	0	0	0	0	0	0	0
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Axles Per 2.02
Vehicle

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
0	1
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	2
13	0
14	0
15	0
16	4
17	10
18	8
19	6
20	10
21	16
22	17
23	13
24	29
25	29
26	32
27	26
28	34
29	41
30	30
31	26
32	24
33	21
34	27
35	14
36	16
37	10
38	5
39	6
40	8
41	3
42	2
43	1
44	0
45	1
46	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for Saturday, June 25, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	10:45	Time	12:45
478	Count	34	Count	46
	PHF	0.773	PHF	0.719

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	3	386	75	0	9	0	0	1	0	0	0	0	0	4
Percent	0.6	80.8	15.7	0.0	1.9	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.8

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	441	32	3	1	0	0	0	0	0	1	0	0	0	0
Percent	92.3	6.7	0.6	0.2	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	37	5	2	1	1	1	1	1	1	0	0	0	0	0
Percent	7.7	1.0	0.4	0.2	0.2	0.2	0.2	0.2	0.2	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	16	19	20	26	27	28	34	35	37					

Average 27
(Mean)

Pace Speed 22-31
Number in 263
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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[illegible]

Aydes Der 202

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	3
1	0
2	0
3	0
4	0
5	0
6	0
7	1
8	1
9	1
10	0
11	1
12	3
13	1
14	4
15	6
16	4
17	7
18	13
19	11
20	16
21	22
22	31
23	23
24	18
25	29
26	26
27	22
28	26
29	23
30	31
31	34
32	24
33	23
34	23
35	14
36	9
37	12
38	5
39	5
40	1
41	1
42	0
43	1
44	1
45	0
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Saturday, June 25, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	10:45	Time	04:15
951	Count	63	Count	91
	PHF	0.750	PHF	0.843

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	5	724	189	0	26	0	0	2	0	0	0	0	0	5
Percent	0.5	76.1	19.9	0.0	2.7	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.5

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	861	77	10	2	0	0	0	0	0	1	0	0	0	0
Percent	90.5	8.1	1.1	0.2	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	90	13	3	1	1	1	1	1	1	0	0	0	0	0
Percent	9.5	1.4	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	20	21	27	28	29	34	35	37					

Average 28
(Mean)

Pace Speed 25-34
Number in 551
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aydes Der 202

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	4
1	0
2	0
3	0
4	0
5	0
6	0
7	1
8	1
9	1
10	0
11	1
12	5
13	1
14	4
15	6
16	8
17	17
18	21
19	17
20	26
21	38
22	48
23	36
24	47
25	58
26	58
27	48
28	60
29	64
30	61
31	60
32	48
33	44
34	50
35	28
36	25
37	22
38	10
39	11
40	9
41	4
42	2
43	2
44	1
45	1
46	2
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Sunday, June 26, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	09:45	Time	03:45
438	Count	56	Count	43
	PHF	0.636	PHF	0.827

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	12	342	72	0	10	0	0	2	0	0	0	0	0	0
Percent	2.7	78.1	16.4	0.0	2.3	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	373	51	13	1	0	0	0	0	0	0	0	0	0	0
Percent	85.2	11.6	3.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	65	14	1	0	0	0	0	0	0	0	0	0	0	0
Percent	14.8	3.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	20	21	22	27	28	29	35	37	39					

Average 29
(Mean)

Pace Speed 23-32
Number in 259
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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[illegible]

Aydes Der 202

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
7	1
8	0
9	0
10	0
11	0
12	1
13	2
14	1
15	0
16	0
17	3
18	4
19	6
20	17
21	21
22	13
23	22
24	17
25	38
26	27
27	27
28	25
29	35
30	29
31	24
32	15
33	10
34	22
35	13
36	11
37	14
38	10
39	9
40	7
41	3
42	5
43	1
44	1
45	3
46	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for Sunday, June 26, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:15	Time	11:45
415	Count	60	Count	58
	PHF	0.577	PHF	0.558

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	9	341	57	0	5	0	0	1	0	0	0	0	0	2
Percent	2.2	82.2	13.7	0.0	1.2	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.5

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	383	23	5	3	0	0	0	0	1	0	0	0	0	0
Percent	92.3	5.5	1.2	0.7	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	32	9	4	1	1	1	1	1	0	0	0	0	0	0
Percent	7.7	2.2	1.0	0.2	0.2	0.2	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	19	20	26	27	28	34	35	37					

Average 27
(Mean)

Pace Speed 23-32
Number in 234
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Avg. Wheelbase	110.2	280.6	315.0	0	0	0	0	0	0	0	0
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Axles Per Vehicle 2.02

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	2
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	1
9	0
10	0
11	0
12	0
13	2
14	3
15	4
16	7
17	7
18	9
19	11
20	17
21	16
22	19
23	19
24	21
25	29
26	21
27	28
28	28
29	20
30	27
31	17
32	24
33	17
34	19
35	15
36	4
37	9
38	5
39	3
40	2
41	3
42	1
43	1
44	0
45	0
46	1
47	0
48	0
49	0
50	2
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Sunday, June 26, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	11:15	Time	11:45
853	Count	107	Count	92
	PHF	0.704	PHF	0.605

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	21	683	129	0	15	0	0	3	0	0	0	0	0	2
Percent	2.5	80.1	15.1	0.0	1.8	0.0	0.0	0.4	0.0	0.0	0.0	0.0	0.0	0.2

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	756	74	18	4	0	0	0	0	1	0	0	0	0	0
Percent	88.6	8.7	2.1	0.5	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	97	23	5	1	1	1	1	1	0	0	0	0	0	0
Percent	11.4	2.7	0.6	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	20	21	27	28	28	34	36	39					

Average 28
(Mean)

Pace Speed 23-32
Number in 493
Pace

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City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	2
1	0
2	0
3	0
4	0
5	0
6	0
7	1
8	1
9	0
10	0
11	0
12	1
13	4
14	4
15	4
16	7
17	10
18	13
19	17
20	34
21	37
22	32
23	41
24	38
25	67
26	48
27	55
28	53
29	55
30	56
31	41
32	39
33	27
34	41
35	28
36	15
37	23
38	15
39	12
40	9
41	6
42	6
43	2
44	1
45	3
46	2
47	0
48	0
49	0
50	2
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Monday, June 27, 2022

Vehicles	Peak Periods			
512	AM		PM	
	Time	11:30	Time	01:00
	Count	43	Count	48
	PHF	0.768	PHF	0.923

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	288	78	6	43	89	0	1	1	0	0	0	0	5
Percent	0.2	56.3	15.2	1.2	8.4	17.4	0.0	0.2	0.2	0.0	0.0	0.0	0.0	1.0

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	441	54	13	3	0	1	0	0	0	0	0	0	0	0
Percent	86.1	10.5	2.5	0.6	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	71	17	4	1	1	0	0	0	0	0	0	0	0	0
Percent	13.9	3.3	0.8	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	21	22	28	29	29	35	37	39					

Average 29
(Mean)

Pace Speed 24-33
Number in 305
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	118.5	242.6	465.2	772.7	0	0	0	0	0	0	0
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Aydes Der 2.22

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
0	1
1	0
2	0
3	0
4	1
5	1
6	0
7	2
8	0
9	0
10	0
11	3
12	0
13	0
14	2
15	0
16	8
17	4
18	9
19	5
20	11
21	14
22	18
23	21
24	31
25	19
26	34
27	28
28	37
29	37
30	32
31	36
32	26
33	25
34	21
35	15
36	17
37	13
38	14
39	9
40	1
41	5
42	4
43	3
44	1
45	0
46	1
47	0
48	0
49	0
50	2
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	1

City of Villa Rica

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Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for Monday, June 27, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	10:45	Time	01:00
491	Count	43	Count	49
	PHF	0.632	PHF	0.721

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	6	280	69	2	42	82	3	1	3	0	0	0	0	3
Percent	1.2	57.0	14.1	0.4	8.6	16.7	0.6	0.2	0.6	0.0	0.0	0.0	0.0	0.6

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	459	27	5	0	0	0	0	0	0	0	0	0	0	0
Percent	93.5	5.5	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	32	5	0	0	0	0	0	0	0	0	0	0	0	0
Percent	6.5	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	19	21	26	27	28	33	34	36					

Average 27
(Mean)

Pace Speed 22-31
Number in 300
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	117.2	224.4	260.5	744.7	0	0	0	0	0	0	0
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Aydes Der 2.22

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	2
1	0
2	0
3	0
4	0
5	1
6	0
7	0
8	0
9	0
10	2
11	0
12	0
13	2
14	1
15	6
16	6
17	11
18	10
19	14
20	14
21	28
22	30
23	27
24	22
25	30
26	32
27	28
28	35
29	28
30	30
31	38
32	19
33	15
34	14
35	14
36	13
37	9
38	1
39	2
40	2
41	3
42	2

City of Villa Rica

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Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Monday, June 27, 2022

Vehicles	Peak Periods			
	AM		PM	
	Time	10:15	Time	01:00
1,003	Count	79	Count	97
	PHF	0.760	PHF	0.836

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	7	568	147	8	85	171	3	2	4	0	0	0	0	8
Percent	0.7	56.6	14.7	0.8	8.5	17.0	0.3	0.2	0.4	0.0	0.0	0.0	0.0	0.8

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	900	81	18	3	0	1	0	0	0	0	0	0	0	0
Percent	89.7	8.1	1.8	0.3	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	103	22	4	1	1	0	0	0	0	0	0	0	0	0
Percent	10.3	2.2	0.4	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	20	21	27	28	29	34	36	38					

Average 28
(Mean)

Pace Speed 22-31
Number in 593
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	117.0	228.6	274.2	750.2	0	0	0	0	0	0	0
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Aylos Bar 2/22

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	3
1	0
2	0
3	0
4	1
5	2
6	0
7	2
8	0
9	0
10	2
11	3
12	0
13	2
14	3
15	6
16	14
17	15
18	19
19	19
20	25
21	42
22	48
23	48
24	53
25	49
26	66
27	56
28	72
29	65
30	62
31	74
32	45
33	40
34	35
35	29
36	30
37	22
38	15
39	11
40	3
41	8
42	6
43	3
44	1
45	0
46	1
47	0
48	0
49	0
50	2
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	1

City of Villa Rica

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Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for Tuesday, June 28, 2022, Midnight to 11:00 AM

Vehicles	Peak Periods	
	AM	PM
	Time 07:00	Time -
155	Count 35	Count -
	PHF 0.625	PHF -

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	3	62	16	1	19	51	0	0	0	0	0	0	0	3
Percent	1.9	40.0	10.3	0.6	12.3	32.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.9

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	130	21	4	0	0	0	0	0	0	0	0	0	0	0
Percent	83.9	13.5	2.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	25	4	0	0	0	0	0	0	0	0	0	0	0	0
Percent	16.1	2.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	18	22	28	29	30	36	38	39					

Average 29
(Mean)

Pace Speed 24-33
Number in 93
Pace

[illegible]

2.35

2.35

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume	
0	1	
1	0	
2	0	
3	0	
4	0	
5	1	
6	1	
7	0	
8	0	
9	0	
10	0	
11	0	
12	0	
13	0	
14	1	
15	2	
16	1	
17	4	
18	6	
19	0	
20	2	
21	3	
22	2	
23	7	
24	4	
25	9	
26	8	
27	10	
28	12	
29	8	
30	10	
31	10	
32	12	
33	10	
34	2	
35	4	
36	4	
37	3	
38	5	
39	7	
40	2	
41	1	
42	2	
43	1	

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for Tuesday, June 28, 2022, Midnight to 11:00 AM

Vehicles	Peak Periods	
	AM	PM
	Time 06:45	Time -
160	Count 35	Count -
	PHF 0.673	PHF -

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	0	72	23	0	11	52	0	1	0	0	0	0	0	1
Percent	0.0	45.0	14.4	0.0	6.9	32.5	0.0	0.6	0.0	0.0	0.0	0.0	0.0	0.6

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	145	12	2	1	0	0	0	0	0	0	0	0	0	0
Percent	90.6	7.5	1.3	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	15	3	1	0	0	0	0	0	0	0	0	0	0	0
Percent	9.4	1.9	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	15	20	21	26	27	28	33	35	38					

Average 27
(Mean)

Pace Speed 22-31
Number in 94
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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[illegible]

Aydes Der. 2.25

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume	
0	1	
1	0	
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	0	
11	0	
12	2	
13	0	
14	1	
15	5	
16	2	
17	1	
18	0	
19	2	
20	8	
21	5	
22	9	
23	12	
24	9	
25	13	
26	6	
27	8	
28	8	
29	11	
30	9	
31	9	
32	9	
33	9	
34	4	
35	2	
36	2	
37	4	
38	4	
39	2	
40	0	
41	0	
42	2	
43	0	
44	0	
45	0	
46	0	
47	1	

City of Villa Rica

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Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for Tuesday, June 28, 2022, Midnight to 11:00 AM

Vehicles	Peak Periods	
	AM	PM
	Time 06:45	Time -
315	Count 69	Count -
	PHF 0.784	PHF -

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	3	134	39	1	30	103	0	1	0	0	0	0	0	4
Percent	1.0	42.5	12.4	0.3	9.5	32.7	0.0	0.3	0.0	0.0	0.0	0.0	0.0	1.3

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	275	33	6	1	0	0	0	0	0	0	0	0	0	0
Percent	87.3	10.5	1.9	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	40	7	1	0	0	0	0	0	0	0	0	0	0	0
Percent	12.7	2.2	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	16	20	21	27	28	29	34	37	39					

Average 28
(Mean)

Pace Speed 23-32
Number in 184
Pace

Number of Axles	2	3	4	5	6	7	8	9	10	11	12
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Aug	117.5	240.7	470.5	0	0	0	0	0	0	0	0	0
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Aydes Der. 2.25

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume	
0	2	
1	0	
2	0	
3	0	
4	0	
5	1	
6	1	
7	0	
8	0	
9	0	
10	0	
11	0	
12	2	
13	0	
14	2	
15	7	
16	3	
17	5	
18	6	
19	2	
20	10	
21	8	
22	11	
23	19	
24	13	
25	22	
26	14	
27	18	
28	20	
29	19	
30	19	
31	19	
32	21	
33	19	
34	6	
35	6	
36	6	
37	7	
38	9	
39	9	
40	2	
41	1	
42	4	
43	1	
44	0	
45	0	
46	0	
47	1	

City of Villa Rica

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Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Report for 6/21/2022 9:00:00 AM to 6/28/2022 11:00:00 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	26	2198	677	13	258	315	0	17	5	0	0	0	0	15
Percent	0.7	62.4	19.2	0.4	7.3	8.9	0.0	0.5	0.1	0.0	0.0	0.0	0.0	0.4

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	3035	393	77	12	4	1	2	0	0	0	0	0	0	0
Percent	86.1	11.2	2.2	0.3	0.1	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	489	96	19	7	3	2	0	0	0	0	0	0	0	0
Percent	13.9	2.7	0.5	0.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	21	23	28	29	29	35	37	39					

Average 29
(Mean)

Pace Speed 24-33
Number in 2125
Pace
Percent in 60.3
Pace

MISC. STATISTICS

[illegible]

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"A" to "B" Northbound

Speed	Volume
0	7
1	0
2	0
3	1
4	2
5	3
6	3
7	5
8	0
9	0
10	5
11	4
12	6
13	4
14	7
15	13
16	23
17	42
18	52
19	35
20	76
21	100
22	107
23	127
24	170
25	187
26	201
27	231
28	257
29	271
30	225
31	223
32	189
33	171
34	165
35	123
36	109
37	103
38	75
39	70
40	36
41	27
42	21
43	15
44	9
45	5
46	4
47	0
48	6
49	0
50	2
51	0
52	1
53	0
54	1
55	2
56	0
57	0
58	0
59	0
60	1
61	0
62	0
63	1
64	0
65	1

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Report for 6/21/2022 9:00:00 AM to 6/28/2022 11:00:00 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	24	2303	536	11	187	314	4	21	4	0	0	0	0	19
Percent	0.7	67.3	15.7	0.3	5.5	9.2	0.1	0.6	0.1	0.0	0.0	0.0	0.0	0.6

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	3110	250	42	13	5	1	0	0	1	1	0	0	0	0
Percent	90.9	7.3	1.2	0.4	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	313	63	21	8	3	2	2	2	1	0	0	0	0	0
Percent	9.1	1.8	0.6	0.2	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	19	21	27	27	28	34	35	37					

Average 27
(Mean)

Pace Speed 23-32
Number in 1963
Pace
Percent in 57.3
Pace

MISC. STATISTICS

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

"B" to "A" Southbound

Speed	Volume
0	15
1	0
2	0
3	0
4	0
5	2
6	0
7	2
8	3
9	2
10	2
11	2
12	8
13	12
14	17
15	34
16	41
17	54
18	71
19	88
20	112
21	151
22	165
23	183
24	166
25	216
26	190
27	204
28	228
29	197
30	201
31	200
32	178
33	142
34	120
35	104
36	75
37	80
38	47
39	28
40	20
41	17
42	13
43	4
44	2
45	6
46	6
47	1
48	1
49	2
50	3
51	0
52	2
53	2
54	0
55	1
56	0
57	0
58	0
59	1
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	1
73	0
74	0
75	0

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for 6/21/2022 9:00:00 AM to 6/28/2022 11:00:00 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	50	4501	1213	24	445	629	4	38	9	0	0	0	0	34
Percent	0.7	64.8	17.5	0.3	6.4	9.1	0.1	0.5	0.1	0.0	0.0	0.0	0.0	0.5

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	6145	643	119	25	9	2	2	0	1	1	0	0	0	0
Percent	88.5	9.3	1.7	0.4	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	802	159	40	15	6	4	2	2	1	0	0	0	0	0
Percent	11.5	2.3	0.6	0.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	20	22	27	28	29	34	36	38					

Average 28
(Mean)

Pace Speed 24-33
Number in 4047
Pace
Percent in 58.3
Pace

MISC. STATISTICS

[illegible]

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	22
1	0
2	0
3	1
4	2
5	5
6	3
7	7
8	3
9	2
10	7
11	6
12	14
13	16
14	24
15	47
16	64
17	96
18	123
19	123
20	188
21	251
22	272
23	310
24	336
25	403
26	391
27	435
28	485
29	468
30	426
31	423
32	367
33	313
34	285
35	227
36	184
37	183
38	122
39	98
40	56
41	44
42	34
43	19
44	11
45	11
46	10
47	1
48	7
49	2
50	5
51	0
52	3
53	2
54	1
55	3
56	0
57	0
58	0
59	1
60	1
61	0
62	0
63	1
64	0
65	1
66	0
67	0
68	0
69	0
70	0
71	0
72	1
73	0
74	0
75	0



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Flowers Bakery Culvert Replacement – Bid Recommendation

AGENDA DATE: August 9, 2022

DATE PREPARED: July 29, 2022

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

AMOUNT: \$274,560.00

GL ACCOUNT #: 560-4320-541420

FUNDING SOURCE: Stormwater

BUDGETED ITEM? Yes

PURPOSE: The purpose of this agenda item is to recommend the bid award for the installation of the culvert at Flowers Bakery.

BACKGROUND: The culvert under the entrance to the bakery has failed and the roadway has begun sink. After a temporary fix was performed, we had Georgia and West engineers design a new twin culvert to replace the failed one. Due to the supply chain issues happening today, reinforced concrete pipe, our first choice, is not available timely enough to prevent complete collapse of the entrance. We switched to a hybrid metal product and the Mayor and City Council have approved the purchase of this material at a previous meeting. This material has been ordered and is expected to be delivered by the third week in August.

We advertised for bids and received three total bids and only two were responsive. These are summarized as follows:

Carl Owen Construction
1735 Cashtown Road
Bremen, Georgia 30110

Base Bid:	\$308,000.00
Potential additional cost items-culvert trench stabilization:	<u>\$35,064.00</u>
Total Potential Maximum Bid:	\$343,064.00

Grizzard and Associates, Inc.
2967 Mt. Pleasant Road
Franklin, Georgia 30217

Base Bid:	\$240,000.00
Potential additional cost items-culvert trench stabilization:	<u>\$34,560.00</u>
Total Potential Maximum Bid:	\$274,560.00

STAFF RECOMMENDATION: Staff recommends the low bidder for this project. The low bid of \$274,560.00 plus the almost \$42,000.00 for material put this total price less engineering design at \$316,560.00 which is a little above the engineering estimate of \$290,000.00. However, due to what is happening with inflated costs associated with contract work, we think it is acceptable. Staff recommends approval.

IMPACT:

MOTION: I move to award the bid to Grizzard and Associates, Inc. for the amount of \$274,560.00 for the Flowers Bakery Culvert Replacement.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Portable Bypass Pump

AGENDA DATE: August 9, 2022

DATE PREPARED: July 26, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 79,938.69

GL ACCOUNT #: 505-4330-542500

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Xylem Corporation for the purchase of a portable bypass pump.

BACKGROUND: Staff has in total 32 lift stations. Our current portable pump can operate effectively only at a small amount of lift stations. During emergency situations an additional bypass pump is required to prevent permit violations.

STAFF RECOMMENDATION: Staff reached out to three pump manufactures; Xylem was the only bid received. Staff recommends engaging with Xylem Corporation for the purchase of a portable bypass pump in the amount of \$ 79,938.69.

IMPACT: The pump will provide assurance that most of the stations will be able to be bypassed for pumping during emergency situations and scheduled maintenance.

MOTION: Staff moves to engage Xylem Corporation for the purchase of a portable bypass pump in the amount of \$ 79,938.69.

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime HL100M Critically Silenced • Sound Attenuated Enclosure • Cast Iron Wearplates • 4" 150# Flange Suction and Discharge • John Deer 4045H280-T3 Auto Throttle • PrimeGuard, Skid-mounted, Emergency Standby • Engine/Motor Options • Dri-Prime Backup System	\$ 69,989.00	\$ 69,989.00
			0.00	0.00
*With purchase of above pump(s) we recommend that you also purchase the PM Service Kit(s) listed below:				
	1	KTHL100MRS47 HL100M CS Diesel 1-2 yr Spares Kit	1,289.97	1,289.97
	1	KT4045H280FK14 Deere 4045H280 ES Engine Filter Kit	172.52	172.52
B	2	PrimeGuard Float Set • w/ 65' Mechanical Floats	436.80	873.60
C	1	DELIVERY MOTOR FRT BR 011 PARTIAL LOAD	1,500.00	1,500.00
D	4	4" x 20' Black Water Suction Hose with Godwin QD Fittings	302.40	1,209.60
E	5	4" X 20' Composite Hose with 150# Flange Fittings	844.80	4,224.00
F	1	4" Bypass Screen	180.00	180.00
G	1	Fuel Surcharge by the Mile	500.00	500.00
Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.				
Net Sale Total with Recommended PM Service Kits				\$ 79,938.69
NET SALE TOTAL				\$ 78,476.20
DELIVERY CHARGE				TBD

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

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

AGENDA DATE: August 9, 2022

DATE PREPARED: July 26, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 57,832.00

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. This request is part 4 of 5 total sets of lift stations SCADA upgrades.

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 \$ 57,832.00. 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 \$ 57,832.00.



Date: July 26th, 2022

Quote #: 220726-1

To: Erick Broz

RE: Proposal to provide and install six (6) replacement lift station SCADA RTUs, and four (4) waste water rated submersible level transducers for the City of Villa Rica Waste Water Treatment Plant, with turnkey installation.

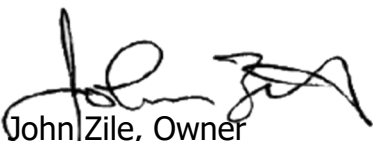
To provide six additional lift station Scada RTUs, we are pleased to offer the following:

- Qty (6) New cellular lift station RTU units
 - o NEMA-4X Metal, 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 Proposed Installation Locations Shown on Page 2
 - o Station I/O as Shown on Page 3
 - o Removal of the Old RTU & Installation & Startup of New RTU
 - o Reconnecting Existing Wiring to Lift Station Pump Control Panel
 - o Modifications to Existing VTScada HMI Application
 - o One Year Cellular Service Included (\$420/year afterwards)
 - o One Year Warranty (excluding lightning/electrical surges & vandalism)
- Qty (4) Submersible Pressure Transducers
 - o Waste Water Treatment Rated, Equipped with "Bird Cage"
 - o 0-10 psi, 23.1 Ft. Range, Milliamp Analog Output
 - o Installation and Connection to SCADA

Total price for the products and services described above: \$ 57,832.00*

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

Kind regards,


John Zile, Owner
Zile Technology, Inc.

Page 1

To be installed at these proposed locations:

- McCurdy
- Ashbrook
- Ithica School
- Augusta Woods 2
- Brandywine
- Hubbard CT

- 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: Parkson Drum Replacement

AGENDA DATE: August 9, 2022

DATE PREPARED: July 26, 2022

PREPARED BY: Erick Broz

AMOUNT: \$ 54,887.00

GL ACCOUNT #: 505-4330-541310

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? No

PURPOSE: To engage with Parkson Corporation for drum replacement of the influent drum screen.

BACKGROUND: This system removes foreign objects from the wastewater preventing other equipment from getting damaged. This drum is the original to the plant and has reached the end of its useful life.

STAFF RECOMMENDATION: Parkson is the creator of the drum screen. As a result, they possess a unique knowledge of the equipment. Staff recommends engaging with Parkson Corporation for the purchase and installation of the drum in the amount of \$ 54,887.00.

IMPACT: The drum screen is the safety net that protects all the equipment at the West wastewater plant. Efficient operation of the drum screen will ensure optimal operation of the system and help to prevent negative impact on equipment further along in the treatment process.

MOTION: Staff moves to engage Parkson Corporation for the purchase and installation of the drum replacement in the amount of \$54,887.00.

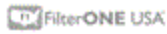


Aftermarket Care – Quotation

1401 W. Cypress Creek Rd. – Suite 100, Fort Lauderdale, FL 33309 - **HEADQUARTERS**

562 Bunker Court, Vernon Hills, IL 60061

100 Schreiber Dr., Trussville, AL 35173



1-888-Parkson

***The Quotation is submitted pursuant to Parkson Corporation Aftermarket Terms and Conditions, which are embedded below**

Quote Name	Villa Rica, GA 340648 HRS6072DVT RWC 06-07-2022	Created Date	6/7/2022
Quote Number	00032235	Expiration Date	8/8/2022
Prepared By	Ray Coulter	Contact Name	Erick Broz
Phone	(954) 917-1879	Phone	(678) 840-1404
Email	rcoulter@parkson.com	Email	ebroz@villarica.gov
Fax	(954) 252-4085	Fax	_____
Bill To Name	Villa Rica, GA	Ship To Name	Villa Rica, GA
Project #	340648 HRS6072DVT	Payment Terms	Net 30
Freight	Prepay and Add	Estimated Delivery	14 to 16 Weeks
		FOB:	Shipping Point

Item Number	Product	Line Item Description	Quantity	Sales Price	Total Price
Custom	Customized1	5219-065-060/A4, Screen Subassembly x 0.060" Openings, Standard Diverters, Tub Style, Zero Speed Switch, 304SS	1.00	\$46,787.00	\$46,787.00
	note 1	Crane / Fork Lift by Others.	1.00	\$0.00	\$0.00
0900001-	x- Field Service	Supervision for the installation of the parts quoted above. Customer assistance required. Not to Exceed Amount, 1 Technician, Up to 5 Days, Includes Travel, Travel Time and Living Expenses. Unit must be removed from service, cleaned and ready for work.	1.00	\$8,100.00	\$8,100.00

Line Items	3	Subtotal	\$54,887.00
		Total Price	\$54,887.00

Please complete information below:

BILL TO Name: _____

SHIP TO Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

PO #: _____

SHIP TO Attn of: _____

Bill to - Email: _____

Phone: _____

All amounts expressed in US Dollars

Quote Acceptance Information

Signature _____

Name _____

Title _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 299-304

AGENDA DATE: 08-09-2022

DATE PREPARED: 07-28-2022

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.

Police Donation

Source of Funds: Donation

Funds will be used for team building/education/training.

Item	Account Name	Account Type		Amount
299 100-371150	Donations	Revenue	Increase	2,000
300 100-3210-531710	Police Operating Supplies	Expense	Increase	2,000

Technology Fund

Source of Funds: Technology Fund - Fund Balance

Eight (8) ruggedized Dell laptops to replace units that have broken and those that are needed in the new vehicles

Item	Account Name	Account Type		Amount
301 746-381000	Use of Fund Balance	Revenue	Increase	12,490
302 746-3210-531600	Small Equipment	Expense	Increase	12,490

Funding for Gymnastics Camp & Gymnastic Classes

Source of Funds: Camp Revenue

New gymnastics program began this year. Amending budget for 70% of revenue to pay instructor fees

Item	Account Name	Account Type		Amount
303 100-347520	Special Classes	Revenue	Increase	21,935
304 100-6130-523875	Contract Labor/Class Instructors	Expense	Increase	21,935

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. 299-304, 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: Adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool
AGENDA DATE: 08/09/22

DATE PREPARED: 07/21/22
PREPARED BY: Jennifer Hallman, Finance Director

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

PURPOSE: Adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool.

BACKGROUND: With interest rates rising, staff would like to expand Villa Rica's investment options. State of Georgia law authorizes the City to invest in the following types of obligations:

- Obligations of the State of Georgia or of any other states
- Obligations of the United States Government
- Obligations fully insured/guaranteed by the United States Government/governmental agency
- Obligations of any corporation of the United States Government
- Prime bankers' acceptances
- The State of Georgia local government investment pool (i.e., Georgia Fund 1)
- Repurchase agreements
- Obligations of the other political subdivisions of the State of Georgia

Any investment or deposit in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount must be secured by either (a) security pledges of 110% of an equivalent amount of State or U.S. obligations, or (b) the financial institute participating in the Georgia Secure Deposit Program, administered by the Office of State Treasurer.

Georgia Fund 1, created by OCGA 36-83-8, is a stable asset value investment pool that follows Standard and Poor's criteria for AAAs rated money market funds and is regulated by the Georgia Office of the State Treasurer. The pool is not registered with the SEC as an investment company. The pool's primary objectives are safety of capital, investment income, liquidity and diversification while maintaining principal. The asset value is calculated weekly to ensure stability. The pool distributes earnings (net of management fees) monthly and determines participant's shares sold and redeemed.

STAFF RECOMMENDATION: Adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool.

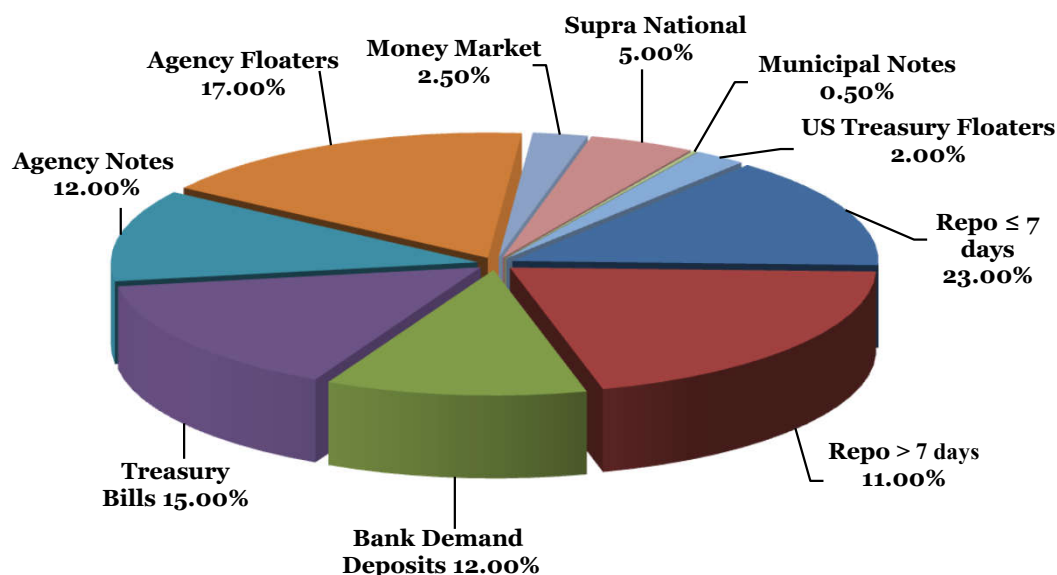
IMPACT: Increased interest earnings

MOTION: I move to adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool.

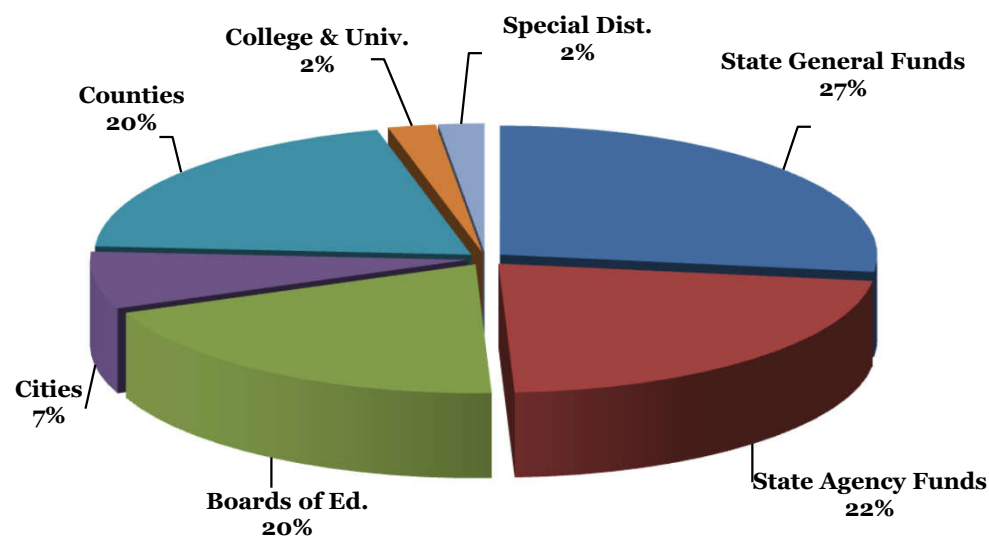
Georgia Fund 1 (GF1)

- O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other eligible entities to invest funds in Georgia Fund 1 (“GF1”). GF1 is managed in trust by the Office of the State Treasurer.
- Eligible participants must complete a resolution authorizing investment to participate in the pool. The resolution and other documents can be found on our website at www.ost.georgia.gov
- GF1 is managed to maintain a constant net asset value (NAV) of \$1.00.
- Yield calculated on an actual/365-day basis net of administrative fee.
- GF1 is rated AA+ by Fitch.
- For the month of June 2022, GF1 participants earned 108 bps⁽¹⁾.
- As of June 30, 2022, GF1 assets were \$27.9 billion.
- As of June 30, 2022, the weighted average maturity (WAM) was 43 days.

Portfolio Composition



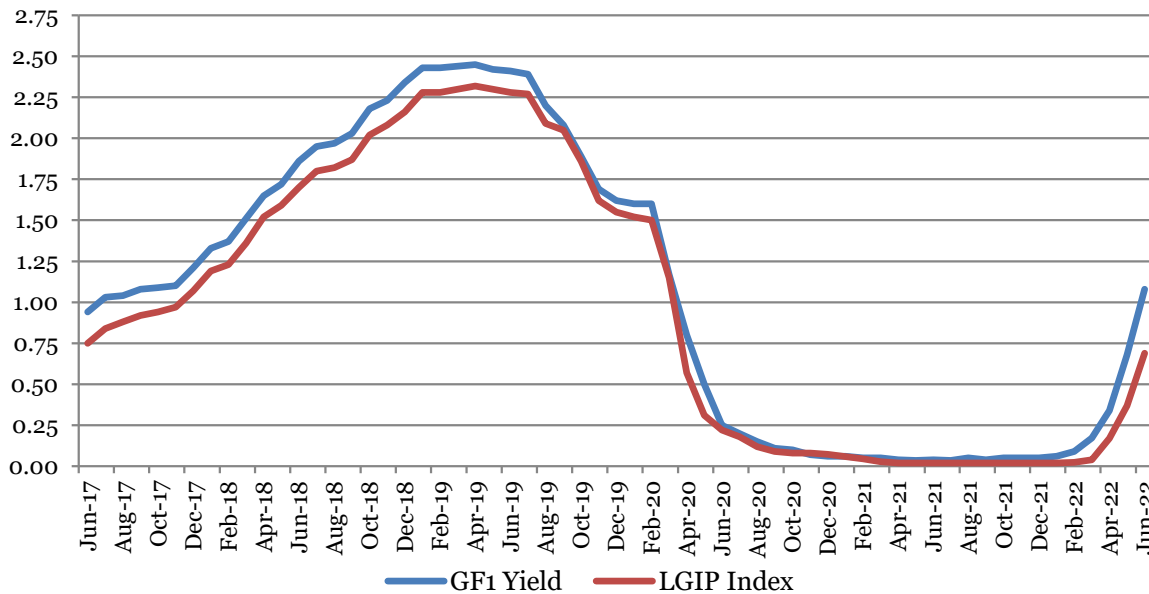
Account Holder Distribution



July 12, 2022

(1) Georgia Fund 1 Yield is calculated on an annualized basis.

Monthly Yield



In The News:

Additional information on the Georgia Fund 1 (GF1) holdings can be found on the website at <https://ost.georgia.gov/gf1-holdings-reports>. Holdings are updated quarterly. Other state portfolio holdings are listed on the website, as well.

In order to initiate a deposit or withdrawal from a GF1 account, an authorized user must call our office or log on to the secure Internet Participant Access System (IPAS) before 2:00pm on the business day preceding the day you want funds transferred to or from your account.

For GF1 investment related questions, please direct inquiries to Jon Perregaux, Senior Portfolio Manager, at **404-232-1498** or Jon.Perregaux@treasury.ga.gov.

Portfolio Strategy:

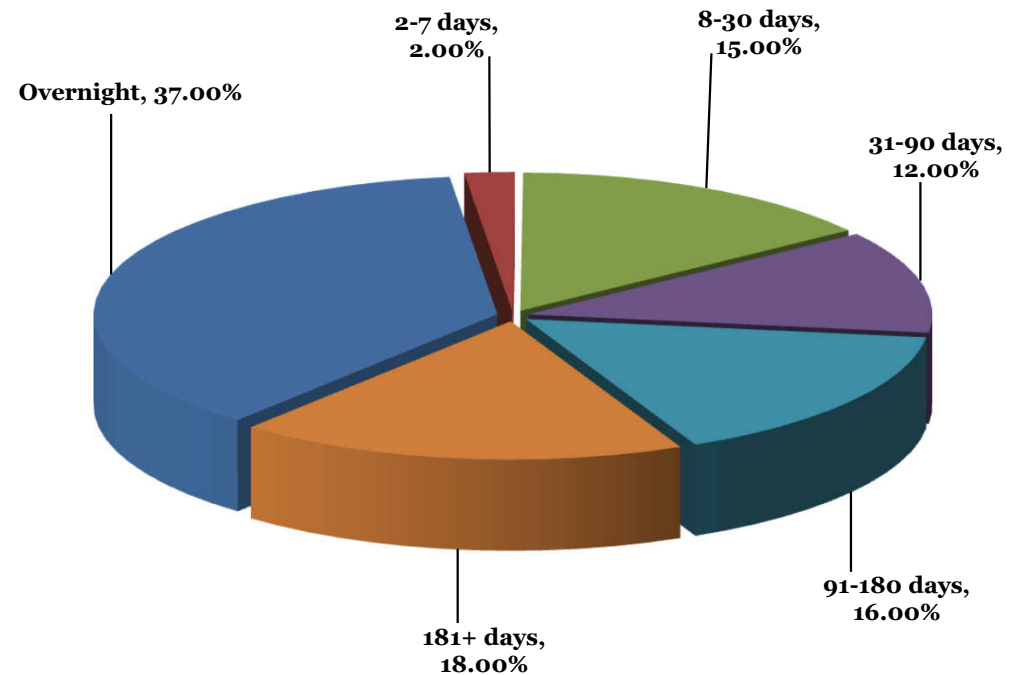
The June 15th FOMC meeting concluded with the Fed raising interest rates by 75 basis points. Upward inflationary pressure brought on by excessive federal stimulus, supply chain disruptions and the war in Ukraine remain the key drivers behind higher interest rates. The FOMC's primary objectives are to achieve maximum employment and inflation at a rate of 2.00%. It is expected that interest rates will continue to increase until inflationary concerns diminish.

June employment data was stronger than expected with the headline Nonfarm Payrolls number coming in at +372k versus consensus expectations of +265k. The Unemployment Rate was unchanged at 3.6%. June Consumer Price Index (CPI) and Producer Price Index (PPI) data came in hotter than expectations signaling that the Fed still has some work to do before tamping down inflation.

Rates in the short end of the curve continue to increase. Overnight General Collateral (GC) Repurchase Agreements averaged a yield of 1.050% in June. Treasury Bill yields averaged 1.02% for 1-month maturities, 1.51% for 3-month maturities, 2.16% for 6-month maturities and 2.65% for 12-month maturities. The Treasury Bill curve offered 185 basis points of steepness as of 6/30/2022.

Jon Perregaux, Senior Portfolio Manager.

Maturity Distribution



Georgia Fund 1

Monthly Yield

(Calculated on an annualized basis, net of fees)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	1.03	0.17	0.17	0.11	0.14	0.11	0.14	0.31	0.53	1.33	2.43	1.60	0.06	0.06
February	0.83	0.15	0.17	0.12	0.16	0.11	0.15	0.33	0.56	1.37	2.43	1.60	0.05	0.09
March	0.70	0.17	0.16	0.13	0.16	0.12	0.16	0.35	0.65	1.51	2.44	1.17	0.05	0.17
April	0.53	0.19	0.14	0.14	0.15	0.13	0.16	0.37	0.79	1.65	2.45	0.80	0.04	0.34
May	0.38	0.20	0.13	0.15	0.13	0.13	0.17	0.38	0.84	1.72	2.42	0.50	0.036	0.68
June	0.39	0.20	0.13	0.15	0.12	0.13	0.17	0.40	0.94	1.86	2.41	0.25	0.035	1.08
July	0.40	0.21	0.12	0.15	0.11	0.14	0.18	0.39	1.03	1.95	2.39	0.20	0.042	
August	0.42	0.22	0.12	0.15	0.11	0.14	0.18	0.39	1.04	1.97	2.20	0.15	0.045	
September	0.42	0.22	0.12	0.17	0.11	0.14	0.18	0.42	1.08	2.03	2.08	0.11	0.044	
October	0.33	0.21	0.10	0.18	0.13	0.15	0.18	0.42	1.09	2.18	1.89	0.10	0.05	
November	0.26	0.20	0.10	0.18	0.12	0.15	0.17	0.42	1.10	2.23	1.69	0.07	0.05	
December	0.24	0.18	0.09	0.18	0.12	0.15	0.24	0.47	1.21	2.35	1.62	0.06	0.05	

Georgia Fund 1 (GF1) Instructions

(PLEASE READ CAREFULLY)

Thank you for your participation in Georgia Fund 1 (“GF1”), the combined state general fund and local government investment pool managed by the Office of the State Treasurer (“OST”).

Georgia Fund 1 is offered by the State of Georgia to counties, municipalities, public colleges and universities, boards of education, special districts, state agencies, and other authorized entities as a conservative, efficient, and liquid investment alternative. The primary investment objectives of Georgia Fund 1 are safety of capital, liquidity, yield, and diversification with primary emphasis on safety of capital and liquidity. Please be aware, however, that **GF1 deposits are not guaranteed or insured** by any bank, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any STATE agency.

The following instructions apply to any county, municipality, public college or university, board of education, special district, state agency, or other authorized entity that desires to **open or change a GF1 account**. Following the instructions pertaining to the resolutions, we have included instructions on how to execute GF1 transactions.

I. Resolutions:

A. If you currently have an existing GF1 account, fill in the account number in the blank provided. (If you do not, please leave the first space blank.) Indicate whether this resolution is for a new account or for a change to an existing account. If this is a change to an existing account, fill in the account number in the blank provided. We will make every effort to assign new account numbers in sequence with your existing accounts.

Note: You should submit a separate resolution for each GF1 account you wish to open or maintain.

B. Please **TYPE** the information requested in the spaces provided. Please note:

1. Each resolution **MUST be signed by the HEAD of the governing authority** with his/her name typed in the space below.
2. All resolutions **MUST be NOTARIZED**. The notary **CANNOT** be a person listed elsewhere on the resolution.
3. Additional pages may be attached to the resolution but each page must be signed by the **HEAD** of the governing authority and **NOTARIZED** as outlined above.
4. We are **prohibited from accepting and processing** resolutions that do not comply with the above requirements.

CONTINUED ON BACK

C. We can accept only **ORIGINAL** resolutions with **ORIGINAL** signatures to set up or change an account, including changing the mailing address for statements. We are **PROHIBITED** from accepting **facsimiles** or **photocopies**. You may, however, photocopy the blank resolution form as needed.

D. Please allow us at least three (3) business days after receipt for processing a resolution and creating or changing an account.

E. (For State Agencies) We have eliminated the abbreviated resolution form formerly used by state agencies in order to maintain consistent internal controls for all participants. If your **state agency** has no governing board, resolutions may be signed by the chief fiscal officer or agency head.

F. The following circumstances require submission of a new resolution:

1. Change of authorized individuals
2. Change of bank accounts
3. Change of statement mailing address
4. Change of correspondent bank, if applicable.

II. Deposits and Withdrawals:

A. In order to initiate a deposit or withdrawal from your GF1 account you must call our office or log on to the secure Internet Participant Access System (IPAS) **before 2:00pm** on the business day preceding the day you want the funds transferred to or from your account. Only person(s) named on the resolution may initiate a transaction. **We are strictly prohibited from executing transactions initiated by unauthorized individuals.**

Call request to: (404) 656-2993
1-800-222-6748
or **<http://otfs.georgia.gov/portal/site/OTFS/>**.

B. Whenever you deposit funds in GF1 you must confirm the amount of the deposit and the length of time the deposit is expected to remain invested in GF1 by mail or facsimile. These confirmations are used for information purposes only and are non-binding.

C. To deposit funds into your GF1 account, instruct your bank to wire the funds to:

Wells Fargo Bank
ABA#: 121000248
Acct#: 2000179900314
Office of the State Treasurer
Ref# (LGIP #)

D. We may only transfer funds to bank accounts authorized by the resolution currently on file.

IF YOU HAVE ANY QUESTIONS OR COMMENTS CONCERNING THESE PROCEDURES OR YOUR ACCOUNT PLEASE CONTACT US BY PHONE OR EMAIL:

(404) 656-2993 or 1-800-222-6748 - mballard@treasury.ga.gov

For Customer Use:

I have an existing Acct. #

This resolution is for:

New Account

Change to Existing Acct. #

For OTFS Use Only:

Acct Approved

Auth Entered.

Audit

Wire Instructions

Addr Entered

Wire Templates

Approval:

AD1

AD2

Res. form 2000A

GEORGIA FUND 1
(local government investment pool)
RESOLUTION TO AUTHORIZE INVESTMENT

WHEREAS, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and
WHEREAS, from time to time it may be advantageous to the

to deposit funds available for
(Name of Local Government, Political Subdivision or State Agency)
investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and WHEREAS, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

WHEREAS, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

NOW, THEREFORE BE IT RESOLVED by the
(Board, Council or other Governing Body)
that funds of the may be deposited from time to
(Local Government, Political Subdivision, or State Agency)
time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.

BE IT FURTHER RESOLVED THAT:

1. Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity (if a listed individual is employed by an entity other than the depositor, indicate employer):

Name, Title, (Employer, if applicable)	(Area Code)	Phone Number
Email:		
Email:		
Email:		
Email:		
Email:		

All withdrawals from the local government investment pool shall be wired to the following participant’s demand deposit account: **(Many banks have separate instructions for wires and ACH deposits. Please verify both sets of instructions with your bank and provide them below. This will ensure accurate delivery of your funds to the designated bank account).**

(For ACH)

(Local Bank Name)

(Account Title)

(ABA Number)

(Account Number)

(City, State)

(For WIRE)

(Local Bank Name)

(Account Title)

(ABA Number)

(Account Number)

(City, State)

(If applicable) Our local bank prefers to receive credit for wire transfers at the following **Correspondent Bank**:

_____	_____	_____	_____
(Bank Name)	(City)	(ABA Number)	(Account Number)
Additional Bank Account (if applicable):			
(For ACH) _____			
(Local Bank Name)		(Account Title)	
_____	_____	_____	
(ABA Number)	(Account Number)	(City, State)	
(For WIRE) _____			
(Local Bank Name)		(Account Title)	
_____	_____	_____	
(ABA Number)	(Account Number)	(City, State)	

Correspondent Bank (if applicable):

_____	_____	_____	_____
(Bank Name)	(City)	(ABA Number)	(Account Number)

3. The local government investment pool shall mail the monthly statements of account to:

(Attention)

(Address)

(Address)

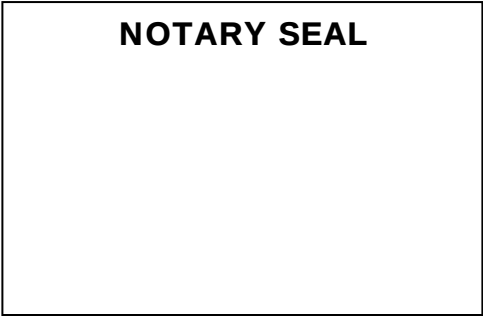
(City, State & Zip)

4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

_____ % 30 days or less;
_____ % more than 30 days but less than 90 days;
_____ % 90 days or longer.
100 %

Entered at _____ , Georgia this _____ day of _____ 20__.



(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20__.

(Notary Public)

Please complete and return an original copy to:
Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: (404) 651-8964 or (404) 656-2993
Toll Free: (800) 222-6748
Fax: (404) 656-9048

Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any other agency.



Office of the State Treasurer
200 Piedmont Ave, Suite 1202, West Tower
Atlanta, Georgia 30334-5527

Steve McCoy
State Treasurer

(404) 656-2168
Fax (404) 656-9048

ACH TRANSFER AUTHORIZATION FORM

CUSTOMER NAME:

	Georgia Fund 1 Account #	Bank Account Title	Bank ABA #	Bank Account Number
1				
2				
3				
4				
5				
6				
7				
8				
9				

If you wish to be included in the ACH funds transfer program, please complete the bank information for each of the accounts that appear on the resolution for each Georgia Fund 1 account. This form authorizes the Office of the State Treasurer (OST) to **DEBIT** the bank accounts listed for **LGIP contributions**.

Please verify ACH instructions with your financial institution before completing this form and verify that an ACH Debit Block is NOT placed on your account. If there is a block on the account, please provide your bank our two Company IDs: 1581125844 & 2581125844. This will allow OST to debit the account. If you have any questions, please email accounting@treasury.ga.gov.

☐ We **DO NOT** wish to participate in the ACH funds transfer program for ☐ all of our accounts or ☐ for the following accounts: _____. We understand that we will be responsible for sending a wire for any contributions made to a Georgia Fund 1 account not included in the ACH funds transfer program.

This form does not need to be notarized, but the authorizing signature must be someone on the current resolution. Any changes to this form can be faxed to 404-657-9066 or emailed to accounting@treasury.ga.gov. The original form does not need to be mailed.

Authorizing Signature

Print Name

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Work Order 17003.19a with Brennan Jones to Design the Relocation of the Shoreline Lift Station.

AGENDA DATE: August 9, 2022

DATE PREPARED: July 31, 2022

PREPARED BY: Tom Barber

AMOUNT: \$148,600

GL ACCOUNT #: 505-4115-xxxx

FUNDING SOURCE: Water & Sewer Fund

BUDGETED ITEM? No

PURPOSE: To approve a work order with Brennan Jones for the design and construction administration to relocate and upsize the Shoreline lift station.

BACKGROUND: The City's sewer plant in Mirror Lake is operating at about 80% of capacity. Planning development in the area will add more than 1,000 new residences to the facility's volume. We initially were going to reroute the Shoreline lift station's force main to move some of the North Plant's flow to the West Plant, but have determined that the lift station itself is too small to handle future growth. We need to construct a new lift station across the street from the current location

Brennan Jones has been asked to design and oversee construction of this new lift station and force main.

STAFF RECOMMENDATION: Staff recommends approval of the work order 19a.

IMPACT: Constructing a new lift station and force main will enable us to reroute the sewage generated along most of the northern side of the lake and send it to the West Plant.

MOTION: I move to approve work order 17003.19a with Brennan Jones Engineering Associates, LLC for \$148,600 to design, bid, and oversee the construction of a new Shoreline lift station and accompanying force main and to authorize the Mayor and City Clerk to take the necessary steps to execute the agreement.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
CITY OF VILLA RICA, GEORGIA AND
BRENNAN JONES ENGINEERING ASSOCIATES, LLC
FOR
SHORELINE PARKWAY PUMP STATION RELOCATION DESIGN
July 28, 2022**

WORK ORDER NO. 17003.19a

This Work Order has been prepared in accordance with the Agreement for Engineering Services between Brennan Jones Engineering Associates, LLC (BJEA) and City of Villa Rica, Georgia, dated September 15, 2017.

Introduction and Background

Under Work Order Number 17003.14, the City of Villa Rica had tasked BJEa to design a relocation of the Shoreline Parkway force main to convey sewage to the West WRF via Cleghorn pump station. In addition, as part of the same scope, BJEa was to evaluate and assess the hydraulic changes the relocated force main would introduce on the Shoreline Parkway pump station and provide construction plans and specifications for the upgrades needed at the station.

During the evaluation of the hydraulic changes caused by relocating the force main, BJEa determined that the pumps at Shoreline Parkway pump station need to be upgraded and the existing precast concrete wet well does not have sufficient volume to allow the pumps to cycle within the wet well. In addition, the existing 6-inch force main is under-sized for the ultimate design flow required for the pump station. As a result, the existing wet well causes sewage to back up within the influent gravity pipe system during pump cycles. This situation is caused by the influent pipe invert being too deep in relation to the bottom of the wet well. The existing pump station site is confined and does not allow for expansion of the wet well without significant impacts to surrounding residential properties. If not addressed, the issues mentioned above will result in higher power consumption costs, higher maintenance costs, and an early end of life for pumps installed in this wet well. It may also result in sewer line blockages because during pump cycles wastewater is backed-up into sewer lines, which allows deposition of solids and build-up of grease within the sewer pipes. The conceptual design for the relocation of Shoreline Parkway Pump Station indicates that the pump station can be relocated to the eastern side of Shoreline Parkway on property currently designated as greenspace and owned by the Mirror Lake HOA. A partial relocation of an Atlanta Gas Light (AGL) natural gas transmission pipeline will need to occur to permit construction of the pump station.

This Work Order is for the design, permitting and construction phase-services required to accomplish the relocation of Shoreline Parkway pump station. The scope of services for the project are outlined below.

Scope of Services

BJEA will perform the following task for this project:

Task 1 – Project Management and Coordination. Project management and coordination activities include design coordination meetings with the City, staff from Atlanta Gas Light Co, and others. This activity also includes costs for expenses including travel, copies, etc. A budget of \$3,000 has been established for this task.

Task 2 – Survey Control Points and Limited Topographic Surveying. BJEa's subconsultant, Lowery & Associates Land Surveying, LLC, will conduct surveying activities under BJEa supervision. Horizontal and Vertical Control points will be established and limited property boundary and topographic surveying for design will be conducted. The deliverable for this task will include topographic survey data and LIDAR contours in AutoCAD Civil 3D format. This survey data will be used to develop design plans, easement plats and other documents for design and permitting of facilities.

Task 3 – Easement Preparation. Easement plats and legal descriptions for the new sanitary sewer facilities will be prepared by BJEa's surveying subconsultant Lowery & Associates Land Surveying, LLC. A budget of \$1,600.00 has been established for this task.

Task 4 – Permitting (Environmental - Wetlands). BJEa will prepare environmental permits required for pump station and associated pipeline construction. BJEa's subconsultant Contour Environmental, LLC will perform

Work Order 17003.19a
Shoreline Pkwy Pump Station Relocation Design
City of Villa Rica, Georgia
July 28, 2022

wetland delineations and will assist with preparation of wetland permitting documents. Permits include but are not limited to the following: USACE Wetlands, Erosion & Sedimentation Control and Stream Crossing Buffer Encroachments.

Task 5 – Geotechnical Investigation and Construction Materials Testing. BJEa's subconsultant Contour Engineering, LLC, will conduct a geotechnical investigation at the proposed pump station site and along the sanitary sewer and force main pipeline routes. The geotechnical investigation will identify locations where rock is present, and it will be used for foundation design for structures. In addition, during construction phase, the geotechnical engineering company will perform construction materials testing services.

Task 6 – Subsurface Utility Locating Services. If determined necessary, BJEa will engage a subconsultant to perform subsurface utility locating services at the pump station site and along the pipeline route. Utility location services will include physically locating and exposing utility lines to determine the horizontal and vertical position of utility lines in proximity to the proposed new pipeline facilities. This work will include any necessary surveying to record utility information including but not limited to utility owner, type of utility line, size and material of utility lines, horizontal and vertical position of the utility lines. This information will be included in design documents and used in design to avoid potential conflicts with utility lines. A budget of \$13,500 has been established for this activity.

Task 7 – Design and Preparation of Plans and Specifications. BJEa will design and prepare construction plans and specifications for the regional pumping station and related sewer and force main pipeline facilities. The sewer facilities will be sized to receive flow from the norther portion of Mirror Lake subdivision and transfer the flow from the North WPCP basin to Cleghorn Pump Station where the flow will transfer to the West WRF. During design, we will coordinate with Atlanta Gas Light for relocation of the natural gas transmission pipeline, which will be impacted by construction activities. Construction plans and specifications will be submitted to GA EPD for review and approval. Advertisement and Bidding documents will be prepared and used for solicitation of bids from qualified contractors.

Task 8 – Bidding and Construction Phase Services. BJEa will perform the following services in conjunction with this task:

Bidding Assistance

- Preparation of construction contract documents for bidding
- Provide the advertisement to bid and assist with project advertisement through publication on GLGA Marketplace Website and local plan advertisement rooms.
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre-bid conference, (if required)
- Interpretation of bid documents and issue addenda as required
- Attend the bid opening and open bids
- Evaluate bids and provide recommendations for award

Construction Administration

- Provide conformed contract execution documents
- Conduct a preconstruction conference
- Receive and review submittals
- Provide interpretations of plans and specifications
- Review pay requests and make payment recommendations
- Provide periodic on-site construction observation
- Conduct substantial completion inspection and construction deficiency list
- Conduct final completion inspection
- Provide a recommendation for final acceptance

Schedule

We anticipate that the design services outlined above will be completed within 8 months. Construction for the facilities are anticipated to take 12-15 months to complete.

Work Order 17003.19a
Shoreline Pkwy Pump Station Relocation Design
City of Villa Rica, Georgia
July 28, 2022

Fee

The fee for engineering services outlined above will be performed on a Lump Sum (LS) or Hourly (H) basis including expenses as shown below. BJEa will submit invoices on a monthly basis for services completed during the previous month. The following is a breakdown of fee by tasks associated with the scope of services outlined above.

Task Description	Budget
Task 1 – Project Management	\$3,000.00 (H)
Task 2 – Survey Control Points and Limited Topographic Surveying	\$12,500.00 (LS)
Task 3 – Easement Preparation (@\$400/Ea)	\$1,600.00 (Budget)
Task 4 – Permitting (Environmental - Wetlands)	\$7,500.00 (LS)
Task 5 – Geotechnical Investigation & Construction Materials Testing	\$12,500.00 (LS)
Task 6 – Subsurface Utility Locating Services (Hourly Budget)	\$13,500.00 (H)
Task 7 – Design and Preparation of Plans and Specifications	\$66,000.00 (LS)
Task 8 – Bidding and Construction Phase Services	\$32,000.00 (LS)
Total	\$148,600.00

Reimbursable Expenses (mileage, copies, etc.) are included in the budget above. Any services, which are not included in the scope of services will be performed on a time and expense basis in accordance with the attached Unit Rate Schedule after written authorization has been received from the Client. For any authorized additional services, BJEa will submit a detailed invoice for services on a monthly basis for all project related activities and services completed during the prior month.

OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of May 27, 2022.

CONSULTANT

OWNER

**BRENNANJONES ENGINEERING
ASSOCIATES, LLC**

CITY OF VILLA RICA, GEORGIA



Brennan D. Jones, P.E.
Principal

Tom Barber
City Manager

Date July 28, 2022

Date _____

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-__-_____

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION FOR A GEORGIA OUTDOOR STEWARDSHIP PROGRAM (GOSP) GRANT FOR THE GOLD NUGGET TRAIL – MIRROR LAKE EAST SEGMENT.

WHEREAS: Georgia Outdoor Stewardship Program (GOSP) is a grant and loan program administered by the Georgia Department of Natural Resources and authorized by The Georgia Outdoor Stewardship Act. Through GOSP, Conserve Georgia Grants and Loans are dispersed for the purpose of providing stewardship to state parks; state lands and wildlife management areas; to support local parks and trails; and to protect critical conservation lands.

Whereas: State grant funds are available through the Georgia Department of Natural Resources (DNR) to assist local governments with planning and implementation of recreation and natural conservation opportunities in their communities; and

WHEREAS: The City of Villa Rica. Georgia desires to make an application for these grant funds for the Gold Nugget Trail – Mirror Lake East Segment; and

WHEREAS: The City of Villa Rica will request grant funds for \$3,000,000; and

WHEREAS: A local government must submit an application for these grant funds, and commit to matching funds based on the approved grant and the overall project cost of \$5,091,240 – a match equivalent of 41%;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the Georgia Department of Natural Resources for the Georgia Outdoor Stewardship Program (GOSP) Grant Program;

BE IT FURTHER RESOLVED THAT:

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

So Resolved, this the 13th day of September, 2022

Mayor

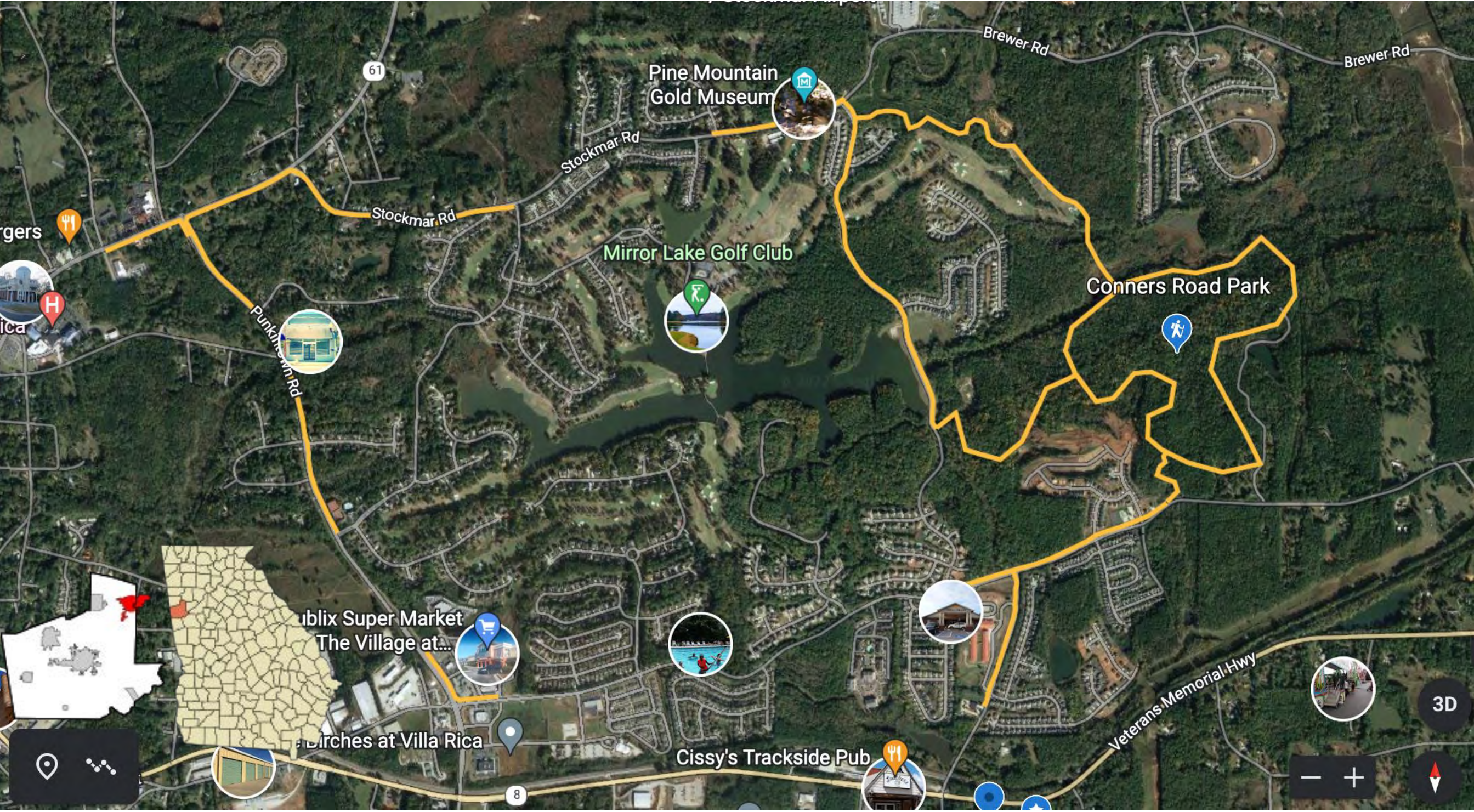
Date

Clerk

Date

Villa Rica Gold Nugget Trail – Mirror Lake East

New Trail
GOSP is only for the Eastside Trail System





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve Utility Relocation Agreement with GDOT for North Bypass

AGENDA DATE: August 9, 0222

DATE PREPARED: July 31, 2022

PREPARED BY: Tom Barber

AMOUNT: \$151,426.27 of revenue (estimated)

GL ACCOUNT #:

FUNDING SOURCE: GDOT

BUDGETED ITEM? n/a

PURPOSE: To adopt a resolution and approve a utility relocation agreement with the Georgia Department of Transportation for the North Bypass.

BACKGROUND: The construction of the North Bypass will include a roundabout on each end. Our water and sewer lines will have to be relocated and GDOT has offered to provide 20% of the cost of the relocation.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution and approval of the agreement.

IMPACT: The utility aid agreement will reduce our cost for the relocation of our water and sewer lines due to construction of the North Bypass.

MOTION: I move to adopt the attached resolution and to authorize the Mayor and City Clerk to execute the agreement with the Georgia Department of Transportation detailing utility aid for the North Bypass project number 631490.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

February 24, 2021

Honorable Mayor Gil McDougal
City of Villa Rica
571 W Bankhead Highway
Villa Rica, Georgia 30180

Subject: **Project No. STP00-0018-01(067), Carroll County
P.I. No. 631490-
Contract Item Agreement Undated – Water and Sewer Facilities**

Dear Honorable Mayor McDougal:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to the **City of Villa Rica** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the **City of Villa Rica** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **\$1,301,744.35 of which \$757,131.35 is for In-kind costs and \$544,613.00 is for the Betterment costs.** The Department will bear **20% of the In-kind costs or \$151,426.27** and the **City of Villa Rica will bear \$1,150,318.08 (80% of the In-Kind costs or \$605,705.08 and 100% of the Betterment costs or \$544,613.00).** Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of the **City of Villa Rica** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the **City of Villa Rica** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the City of Villa Rica's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the **City of Villa Rica** in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund

Honorable Mayor McDougal
Project No. STP00-0018-01(067), Carroll County
P.I. No. 631490-
Contract Item Agreement Undated – Water and Sewer Facilities
February 24, 2022; Page 2 of 2

any overpayment or request in writing that the City of Villa Rica pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)

cc: Grant Waldrop, P.E., District 6 Engineer
Jun Birnkammer, E.I.T., District 6 Utilities Manager
Ruth Solomon-Roberson, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulahid Munshi, Utility Coordinator

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: STP00-0018-01(067), Carroll County
G.D.O.T. P.I. No.: 631490-

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **City of Villa Rica**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to create the Villa Rica Bypass from State Route 101/Industrial Boulevard/Rockmart Road to State Route 61/Dallas Highway in Carroll County**, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$1,301,744.35; of which \$757,131.35 is for the In-Kind costs and \$544,613.00 is for the Betterment costs;** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$151,426.27 or 20% of the In-Kind costs and the LOCAL AGENCY shall bear \$1,150,318.08 or 80% of the In-Kind costs (\$605,705.08) and 100% of the Betterment costs (\$544,613.00).**

CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

CITY OF VILLA RICA

BY: _____

TITLE: _____

Signed on behalf City of Villa Rica pursuant to resolution dated _____.

FEIN _____

BY: _____

**SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)**

RECOMMENDED:

ACCEPTED:

BY: _____

STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: _____

COMMISSIONER

PROJECT NO.: STP00-0018-01(067)

COUNTY: Carroll

G.D.O.T. P.I. NO.: 631490-

DATE: February 24, 2022 DB

Signed, sealed and delivered this _____

day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____

**TREASURER
OFFICIAL CUSTODIAN OF THE SEAL**

CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

CITY OF VILLA RICA

BE IT RESOLVED by the MAYOR of the CITY OF VILLA RICA, and it is hereby resolved, that the foregoing attached Agreement, relative to project STP00-0018-01(067), CARROLL COUNTY, P.I. No. 613490- **to create the Villa Rica Bypass from State Route 101/Industrial Boulevard/Rockmart Road to State Route 61/Dallas Highway in Carroll County** and that the Honorable Gil McDougal as Mayor and _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor of the CITY OF VILLA RICA.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF VILLA RICA

I _____, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR of the CITY OF VILLA RICA WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF VILLA RICA
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. STP00-0018-01(067), P.I. NO. 631490-, CARROLL COUNTY - TO CREATE THE VILLA RICA BYPASS FROM STATE ROUTE 101/INDUSTRIAL BOULEVARD/ROCKMART ROAD TO STATE ROUTE 61/DALLAS HIGHWAY.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

**I hereby declare under penalty of perjury that the
foregoing is true and correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

P.I. 631490- Carroll County - City of Villa Rica -Water and Sewer																		
Pay Item and Description		Additional Description	Unit	In-Kind Items			Bettmerment Items		In-Kind / Bettmerment Total Qty	Actual Bid Costs					Final QTY	Final Cost		
				Orig Plan Total Qty	Orig Est Price	Unit Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost				
ITEM NO.	Description (Item Number)		UNITS		\$	-	\$	-	0			\$	-	\$		\$	-	
600-0001	FLOWABLE FILL (600-0001)		CY	60	\$	300.00	\$	18,000.00	60	\$	18,000.00	120	\$	-	\$		\$	-
615-1000	JACK OR BORE PIPE -(615-1000)	12"	LF	400	\$	100.00	\$	40,000.00	0	\$	-	400	\$	-	\$		\$	-
615-1000	JACK OR BORE PIPE -(615-1000)	16"	LF	60	\$	130.00	\$	7,800.00	70	\$	9,100.00	130	\$	-	\$		\$	-
615-1000	JACK OR BORE PIPE -(615-1000)	18"	LF	50	\$	180.00	\$	9,000.00	80	\$	14,400.00	130	\$	-	\$		\$	-
615-1000	JACK OR BORE PIPE -(615-1000)	20"	LF	50	\$	200.00	\$	10,000.00	90	\$	18,000.00	140	\$	-	\$		\$	-
670-1060	WATER MAIN, 6 IN *** Requires Special	6"	LF	3810	\$	60.00	\$	228,600.00	2890	\$	173,400.00	6700	\$	-	\$		\$	-
670-1080	WATER MAIN, 8 IN *** Requires Special	8"	LF	77	\$	78.35	\$	6,032.95	498	\$	39,018.30	575	\$	-	\$		\$	-
670-1100	WATER MAIN, 10 IN *** Requires Special	10"	LF	1860	\$	84.51	\$	157,188.60	260	\$	21,972.60	2120	\$	-	\$		\$	-
670-1120	WATER MAIN, 12 IN *** Requires Special	12"	LF	90	\$	149.17	\$	13,425.30	730	\$	108,894.30	820	\$	-	\$		\$	-
670-1490	CUT AND CAP EXISTING WATER MAIN ***		EA	0	\$	1,050.00	\$	-	2	\$	2,100.00	2	\$	-	\$		\$	-
670-1508	CAP & REMOVE EXISTING WATER LINE, 4	4"	EA	0	\$	55.00	\$	-	190	\$	10,450.00	190	\$	-	\$		\$	-
670-1515	CAP & REMOVE EXISTING WATER LINE,	10"	EA	0	\$	65.00	\$	-	370	\$	24,050.00	370	\$	-	\$		\$	-
670-2060	GATE VALVE, 6 IN *** Requires Special		EA	7	\$	1,066.00	\$	7,462.00	3	\$	3,198.00	10	\$	-	\$		\$	-
670-2100	GATE VALVE, 10 IN - (670-2100)		EA	1	\$	1,980.00	\$	1,980.00	0	\$	-	1	\$	-	\$		\$	-
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6		EA	1	\$	3,650.00	\$	3,650.00	1	\$	3,650.00	2	\$	-	\$		\$	-
670-3128	TAPPING SLEEVE & VALVE ASSEMBLY, 12		EA	1	\$	7,500.00	\$	7,500.00	0	\$	-	1	\$	-	\$		\$	-
670-4000	FIRE HYDRANT *** Requires Special Provision		EA	3	\$	4,600.00	\$	13,800.00	1	\$	4,600.00	4	\$	-	\$		\$	-
670-7215	INSERTION VALVE, 6 IN *** Requires Special		EA	4	\$	8,335.00	\$	33,340.00	1	\$	8,335.00	5	\$	-	\$		\$	-
670-7220	INSERTION VALVE, 8 IN *** Requires Special		EA	0	\$	9,845.00	\$	-	1	\$	9,845.00	1	\$	-	\$		\$	-
670-7225	INSERTION VALVE, 10 IN *** Requires		EA	3	\$	14,150.00	\$	42,450.00	0	\$	-	3	\$	-	\$		\$	-
670-7230	INSERTION VALVE, 12 IN *** Requires		EA	1	\$	18,455.00	\$	18,455.00	1	\$	18,455.00	2	\$	-	\$		\$	-
670-9245	STEEL CASING, 12 IN *** Requires Special		LF	570	\$	100.00	\$	57,000.00	90	\$	9,000.00	660	\$	-	\$		\$	-
670-9255	STEEL CASING, 16 IN *** Requires Special		LF	20	\$	130.00	\$	2,600.00	50	\$	6,500.00	70	\$	-	\$		\$	-
670-9260	STEEL CASING, 18 IN *** Requires Special		LF	140	\$	180.00	\$	25,200.00	0	\$	-	140	\$	-	\$		\$	-
670-9265	STEEL CASING, 20 IN *** Requires Special		LF	0	\$	200.00	\$	-	0	\$	-	0	\$	-	\$		\$	-
670-9910	REMOVE EXIST WATER VALVE, INCL BOX		EA	0	\$	1,025.00	\$	-	2	\$	2,050.00	2	\$	-	\$		\$</	