

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

City of Villa Rica



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

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
August 9, 2022 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Pastor Tyler Brown, Westhills Church)

Pledge of Allegiance (Officer Anthony Allen, Villa Rica Police Department)

Adoption of the Agenda (Mayor Gil McDougal)

Ceremonial Presentations (Mayor & Council)

- House Resolution Honoring Michael Valentine - J. Collins, GA House Representative District 71

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

Council Updates (Subjects of General Interest and Concern)

A. Consent Agenda (Mayor Gil McDougal)

1. Insurance Renewal Agreements for Partially Self-Funded Medical Insurance
2. Medical Premiums for Plan Year to be Effective October 1, 2022
3. Approval of Temporary Signage for 17th Annual Villa Rica Frontiers' Rodeo (Tracy Jarvis, Community Development Director)
4. Resolution Regarding Intergovernmental Agreement for Local Option Sales Tax Distribution in Carroll County (C. David Mecklin, City Attorney)
5. Contract for Billboard at Butterballs Property (C. David Mecklin, City Attorney)
6. Grant and Acceptance of Access and Utility Easements for Watermist Phase III (C. David Mecklin, City Attorney)
7. Gold Dust Recreation Gymnasium Insulation (Nic Griffin, Building Maintenance Manager)
8. Downtown Development Authority ReAppointment of Ellen Wynn McBrayer (Janet Chumley, Main Street Manager)
9. Recreation Advisory Commission Appointment of Michael Young (Tracie Ivey, Director)
10. Library Advisory Board Appointment of Julie Dobbs (Rachel Linn, Library Manager)

11. Library Advisory Board Appointment of Claudia Best (Rachel Linn, Library Manager)
12. Library Advisory Board Appointment of Stephanie Baldi (Rachel Linn, Library Manager)
13. Three Rivers Agreement Renewal (Tracie Ivey, Director)
14. In-Car Laptop Computers
15. Flowers Bakery Culvert Replacement - Bid Recommendation (Bobby Elliott, Director)
16. Purchase of Portable Bypass Pump (Erick Broz, Wastewater Manager)
17. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Erick Broz, Wastewater Manager)
18. Parkson Drum Screen Improvements (Erick Broz, Wastewater Manager)
19. Adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool
20. Approval of Work Order 17003.19a with Brennan Jones to Design the Relocation of the Shoreline Lift Station
21. Resolution of Support - Georgia Outdoor Stewardship Program (GOSP) Application and Match Commitment (Chris Montesinos, Director of Special Projects)
22. Approve Utility Relocation Agreement with GDOT for North Bypass
23. FY22 Budget Amendments - #299 - #304

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
 - a. Council Meeting Minutes of May 24, 2022.
 - b. Council Meeting Minutes of July 12, 2022.
2. Resolution Regarding Intergovernmental Agreement for Special Purpose Local Option Sales Tax Distribution - Douglas County (C. David Mecklin, City Attorney)
3. Police Reimbursement Grant (Michael Mansour, Chief of Police)

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-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)
3. 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)
4. Amendment to Section 8.20 - *Manufactured Homes* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
5. 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)

6. 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)
7. 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)
8. 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)

D. Police (Michael Mansour, Chief)

1. Exterior Ballistic Vest Carriers for VRPD Officers
2. Equipment Pouches for VRPD Officers

E. Finance (Jennifer Hallman, Finance Director)

1. Financial Update - June 2022

F. City Manager's Report (Tom Barber)

G. Executive Session (David Mecklin, City Attorney)

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

Adjournment (Mayor Gil McDougal)

House of Representatives

House Resolution 1067

By: Representatives Collins of the 68th, Gravley of the 67th, Hatchett of the 150th, and Smyre of the 135th

A RESOLUTION

Recognizing and commending Michael Valentine; and for other purposes.

WHEREAS, Michael Valentine has a long and consistent record of service to the community and this state and has been recognized as one of the most dynamic photographers in Villa Rica, Georgia; and

WHEREAS, this outstanding citizen has had a tremendous impact on his community through his spirit of service in the Villa Rica area; and

WHEREAS, Michael found his passion for photography early in his adult life, photographing his sons as they played sports on a variety of teams, and sharing photos of the team among the families and teammates; and

WHEREAS, he later moved to digital images, which inspired him to create a website where he would post his photos for family and friends to enjoy; and

WHEREAS, Michael has captured memorable moments of life at home in Villa Rica where he and his wife Kathleen moved following their retirement, photographing concerts at the Mill Amphitheater, civic gatherings, and other activities and events in the area, sharing all with the citizens of the community; and

WHEREAS, his joy, talent, and passion for his work is evident to all who have the opportunity to view it; and

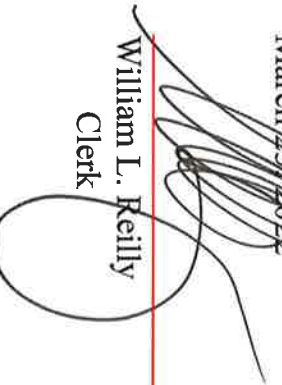
WHEREAS, it is abundantly fitting and proper that the remarkable talents of this extraordinary citizen be appropriately recognized.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSE OF REPRESENTATIVES that the members of this body recognize and commend Michael Valentine for his creativity and sense of sharing and wish him continued success and happiness.

BE IT FURTHER RESOLVED that the Clerk of the House of Representatives is authorized and directed to make an appropriate copy of this resolution available for distribution to Michael Valentine.

IN HOUSE

Read and Adopted
March 23, 2022


William L. Keilly
Clerk





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

v2

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Temporary Signage for 17th Annual Villa Frontiers' Rodeo
AGENDA DATE: August 9, 2022

DATE PREPARED: August 9, 2022
PREPARED BY: Tracy Jarvis

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

PURPOSE: To approve temporary signage for 17th Annual Villa Rica Frontiers' Rodeo.

BACKGROUND:

STAFF RECOMMENDATION: Approval

IMPACT:

MOTION: I move to approve the request of Clint M. Chance to place temporary signage for the Villa Rica Frontiers' Rodeo scheduled for August 26 & 27th, 2022. This approval is conditioned upon the conditions set forth in the application letter dated July 15, 2022.

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: 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:

Steven A. Guild
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: _____

t:\projects\2021\20085 mirror lake\map\20-085 watermist iii access easement.mxd

7/22/2022 8:51 AM R:\projects

drawing created

RESERVED FOR CLERK OF SUPERIOR COURT RECORDING INFORMATION

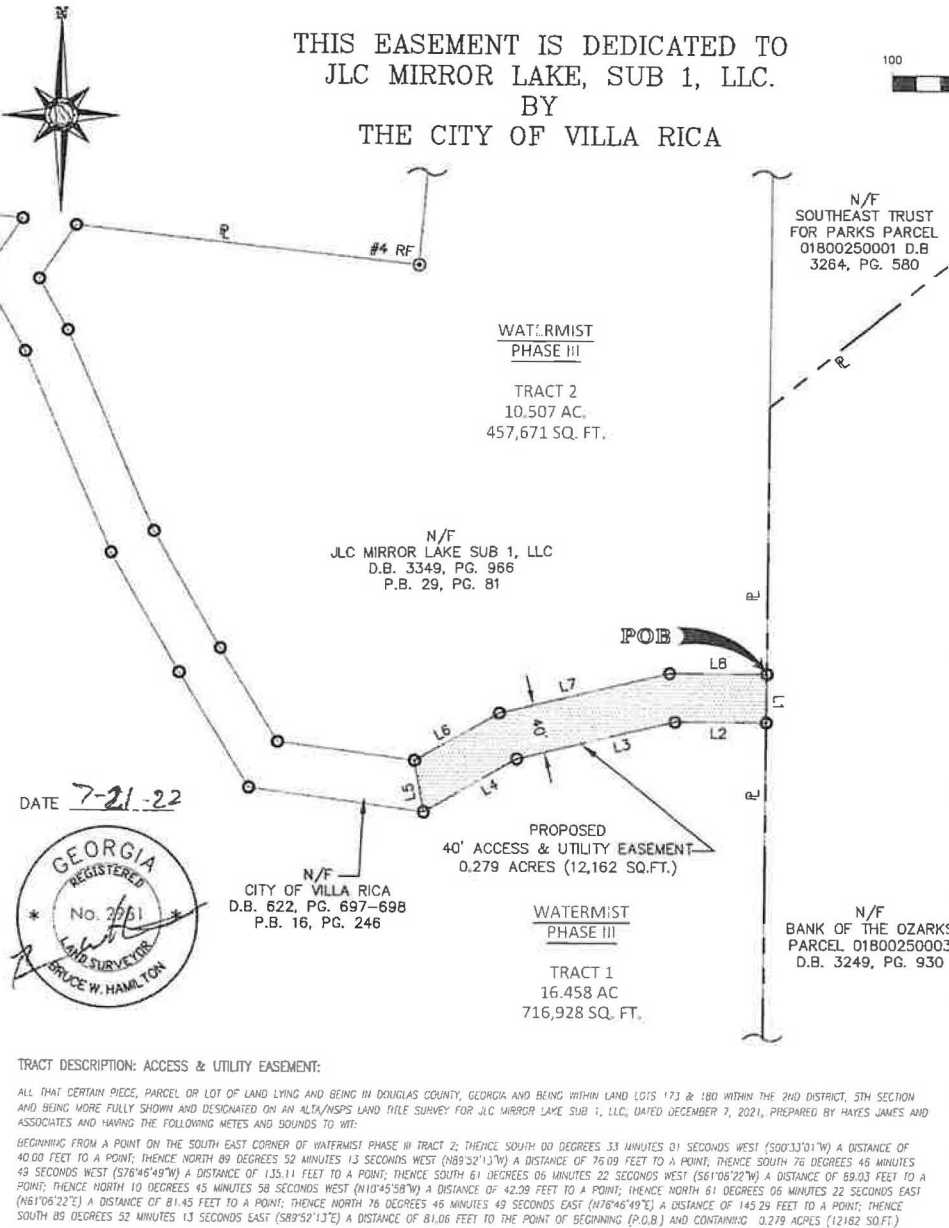
Line Table		
Line #	Direction	Length
L1	S00°33'01"W	40.00'
L2	N89°52'13"W	76.09'
L3	S76°46'49"W	135.11'
L4	S61°06'22"W	89.03'
L5	N10°45'58"W	42.09'
L6	N61°06'22"E	81.45'
L7	N76°46'49"E	145.29'
L8	S89°52'13"E	81.06'

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.

[Signature]

Georgia Land Surveyor No. 2951



GENERAL NOTES

- THIS SURVEY IS AN ACCESS & UTILITY 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.
- 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.
- 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 13045C0157E CITY OF VILLA RICA, EFFECTIVE DATE AUGUST 15, 2019.
- 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.
- 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.
- 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.
- 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.
- 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.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 96,194 FEET.
- 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.

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

Line #	Direction	Length
L1	S00°33'01"W	40.00'
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'

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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.VV
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.
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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	N68°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) 632-4581
FAX. (706) 632-4582
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 and may not be reproduced, copied, or used
in whole or in part without the written permission of the
engineer.

Project Title

WATERMIST PHASE I:

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

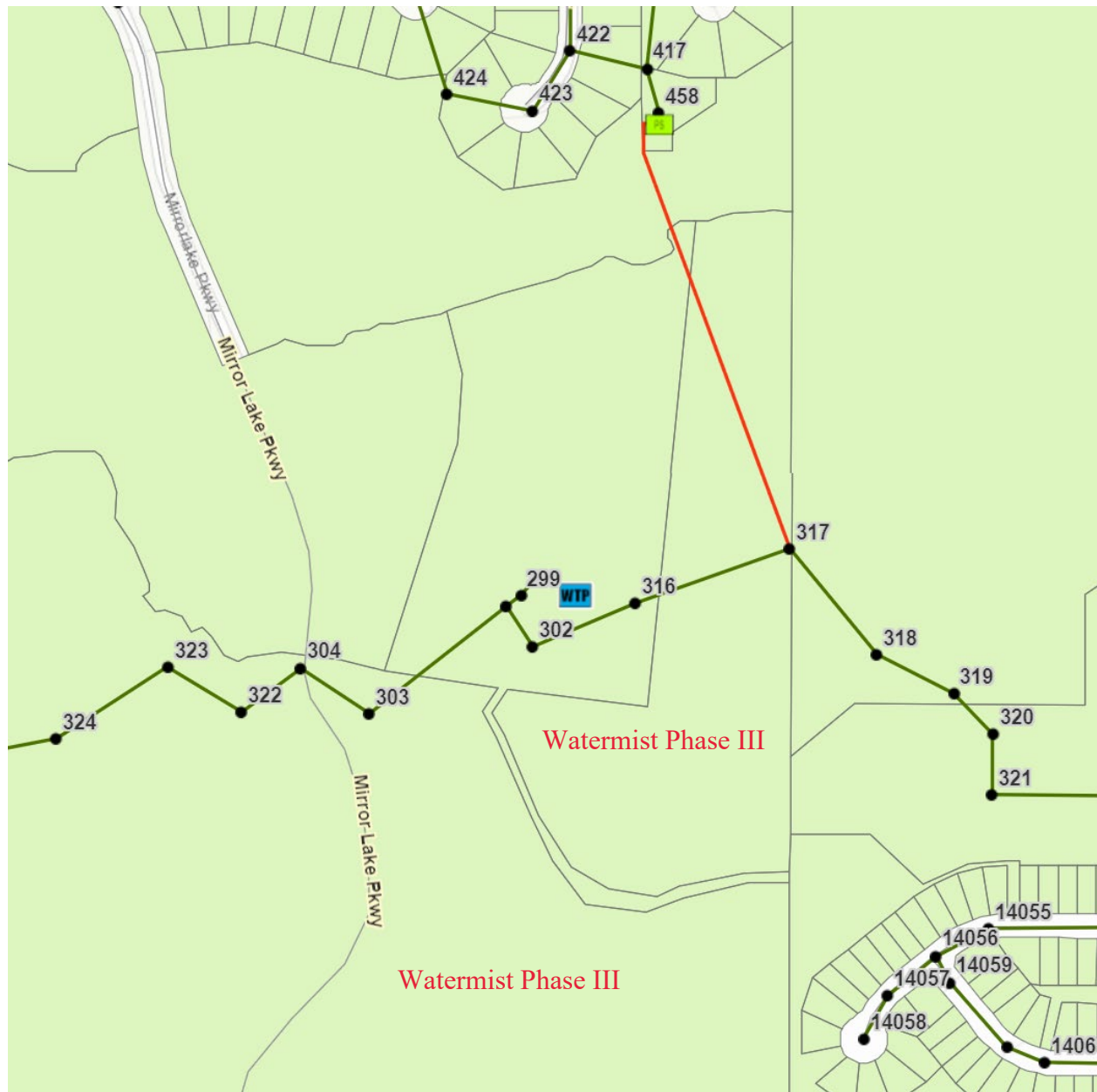
Project No. 20-085
Drawn By: A.G.W.
Checked By: B.W.H.
Date: 04/20/2022

Sheet Title

ACCESS EASEMENT

Sheet Number

1 of 1





CITY OF VILLA RICA

City Council 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

<u>Description</u>	<u>Total</u>
<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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Downtown Development Authority re-appointment
AGENDA DATE: 7.12.22

DATE PREPARED: 6.28.22
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 met at their monthly June 27 meeting and voted to re-appoint her serve a four-year term expiring May 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 an 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

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Downtown Development Authority re-appointment
AGENDA DATE: 7.12.22

DATE PREPARED: 6.28.22
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

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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 an 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

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission
Appointment **AGENDA DATE:** August 8, 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 August 9, 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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- 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: 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

BOARD AND COMMISSION INFORMATION

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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: 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

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.

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- 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

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: claudiaabest@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.



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: 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: sbauthor7@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:
- _____
- _____
- _____
- 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:

*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

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

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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.



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: 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: I move 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.

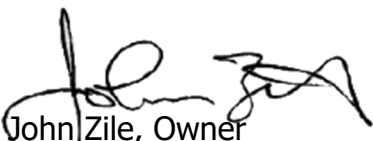
To provide six additional lift station Scada RTUs, we are pleased to offer the following:

- 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.

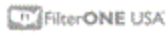


Aftermarket Care – Quotation

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: 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.

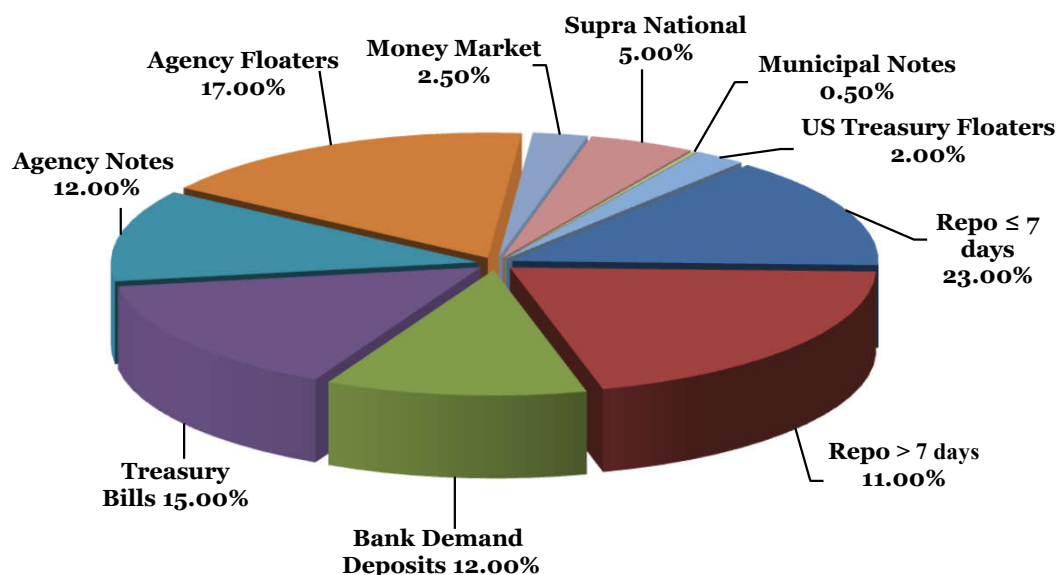
IMPACT: Increased interest earnings

MOTION: I move to adopt a resolution authorizing participation in Georgia Fund 1 Investment Pool.

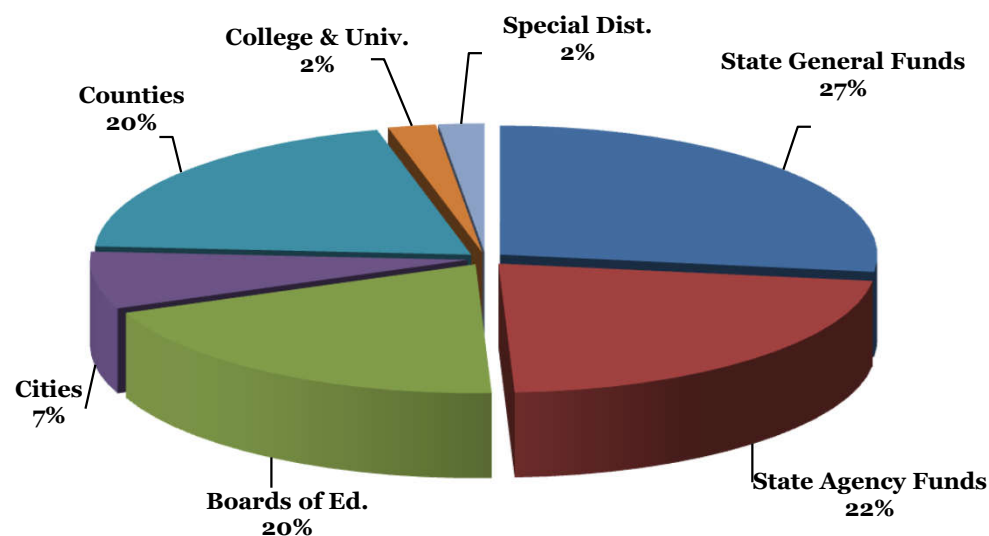
Georgia Fund 1 (GF1)

- 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



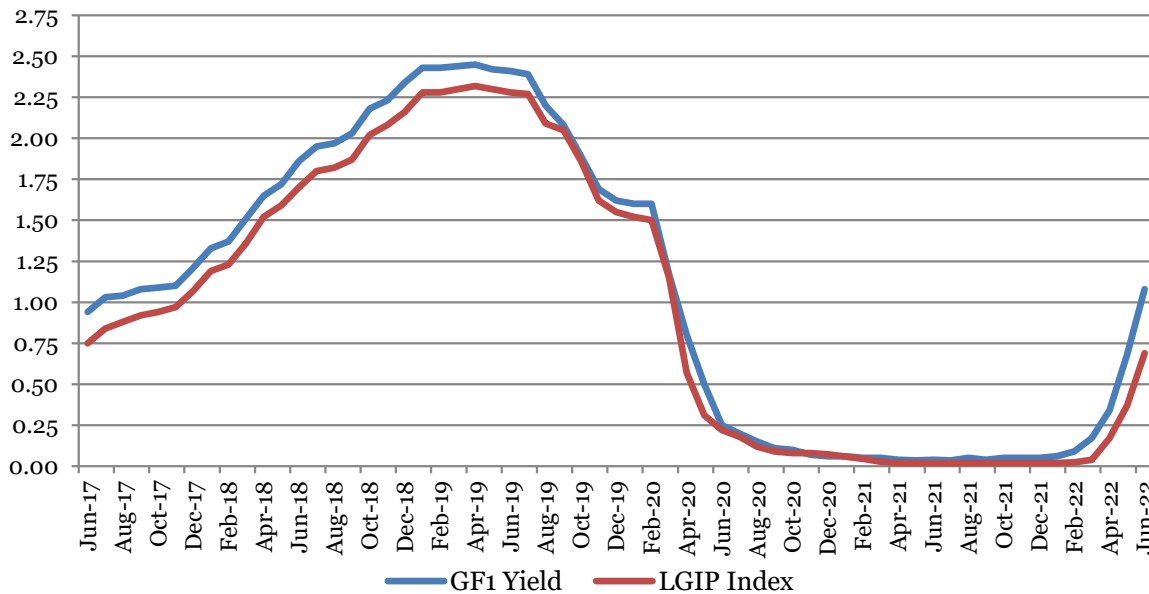
Account Holder Distribution



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:

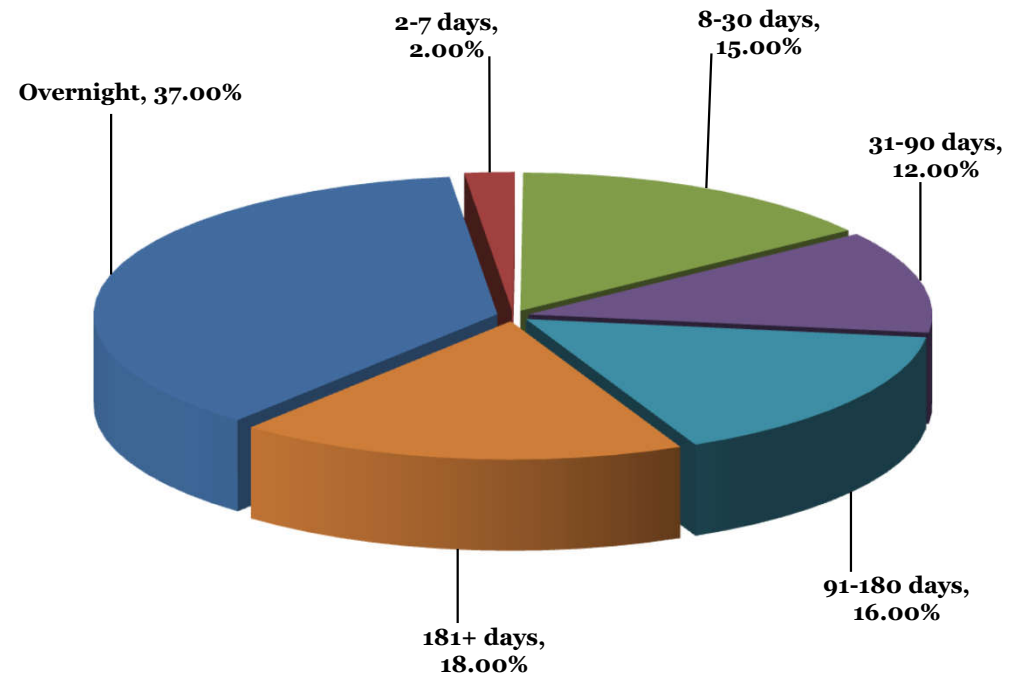
The June 15th FOMC meeting concluded with the Fed raising interest rates by 75 basis points. Upward inflationary pressure brought on by excessive federal stimulus, supply chain disruptions and the war in Ukraine remain the key drivers behind higher interest rates. The FOMC's primary objectives are to 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)

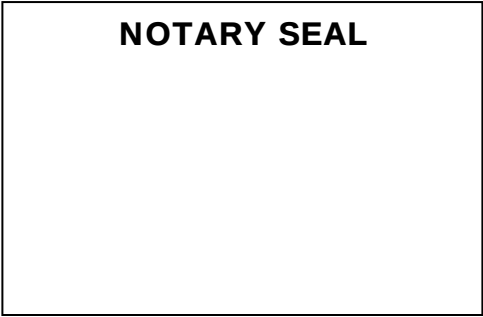
(City, State & Zip)

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	Telephone: (404) 651-8964 or (404) 656-2993
Office of the State Treasurer	Toll Free: (800) 222-6748
200 Piedmont Avenue	Fax: (404) 656-9048
Suite 1204, West Tower	
Atlanta, GA 30334-5527	

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
PREPARED BY: Tom Barber

DATE PREPARED: July 31, 2022

AMOUNT: \$148,600
FUNDING SOURCE: Water & Sewer Fund

GL ACCOUNT #: 505-4115-xxxx
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. BJEAs 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, BJEAs 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. BJEAs 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. BJEAs 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 _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support – Georgia Outdoor Stewardship Program (GOSP) Grant Application and Match Commitment
AGENDA DATE: August 9th, 2022

DATE PREPARED: August 1, 2022
PREPARED BY: Chris Montesinos, Director of Special Projects

AMOUNT: \$3,604,168
GL ACCOUNT #: TBD
FUNDING SOURCE: TBD (DSPLOST)
BUDGETED ITEM? No (FY2024)

PURPOSE: Resolution of Support – Georgia Outdoor Stewardship Program (GOSP) Grant Application and Match Commitment – Gold Nugget Trail – Mirror Lake East Segment

BACKGROUND: The Georgia Department of Natural Resources has released a Notice of Funding Availability for the Georgia Outdoor Stewardship Program (GOSP) Grant. The City has done an assessment of the existing Mirror Lake Loop, and identified opportunities to complete the Gold Nugget Trail network in the Villa Rica/Douglas County area of the city.

The Gold Nugget Trail – Mirror Lake East segment includes 7.4 miles of new multiuse path, including bike, pedestrian, and Personal Transportation vehicle (PTV). This network enhancement would link Mirror Lake Elementary, Conners Road Park and Nature Preserve, Lake Val-Do-Mar, and the Pine Mountain Gold Museum. The new trail segment would be located predominantly on public lands and right-of-way except for sections traversing property owned by the Mirror Lake HOA and the developers of the Northwoods subdivision. We have a verbal agreement with Northwoods to build the trail segment along the southern perimeter of their property.

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.

The GOSP grant being presented in a Pre-Application, to determine eligibility for funding, local commitment, and greatest value to the community in keeping with the purpose and vision of the Georgia Outdoor Stewardship Program.

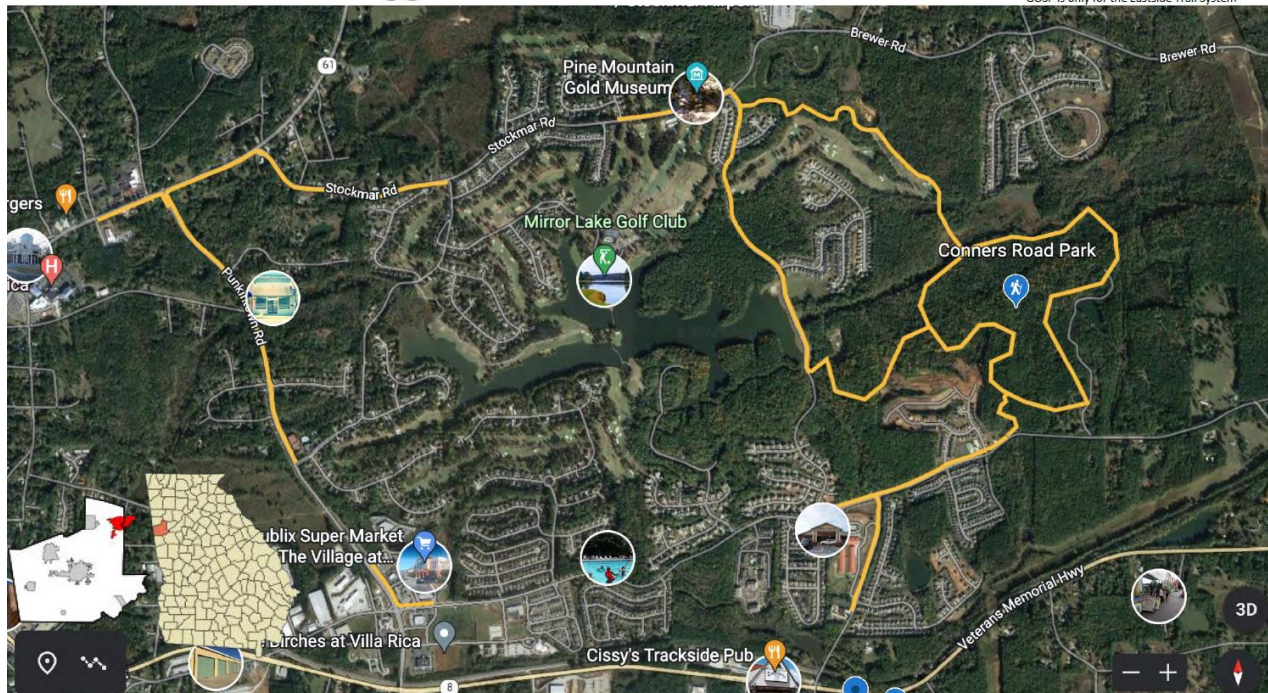
The overall project has been identified as a \$6,604,168 public investment, and we are seeking DNR support in the amount of \$3,000,000 from the GOSP. This leaves the City's share of the project, or match, of \$3,604,168 – a match equivalent of 54.6%. Since this is only a “pre-application” and not a guarantee of funding, the City would be required to meet their financial commitment during FY2024. Typically, these grants are required to be expended within 24 months from the time of the award.

STAFF RECOMMENDATION: Staff believe this to be a sound leverage for a public investment - \$3,000,000 in state assistance from the GOSP. No public hearing is necessary for this agenda item, and staff recommendation is for adoption of the Resolution of Support.

IMPACT: If successful, this grant will provide \$3,000,000 toward the \$6,604,168 cost to complete the Gold Nugget Trail portion in Douglas County (Villa Rica City) – that would be a significant savings in taxpayer dollars, and a responsible way to leverage infrastructure improvements for the citywide trail network system.

MOTION: I move to adopt the Resolution of Support for the 2022 DNR Georgia Outdoor Stewardship Program (GOSP) Grant Application and Match Commitment for the Mirror Lake East Segment of the Gold Nugget Trail.

Villa Rica Gold Nugget Trail – Mirror Lake East



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 \$6,604,168 – a match equivalent of 54.6%;

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;

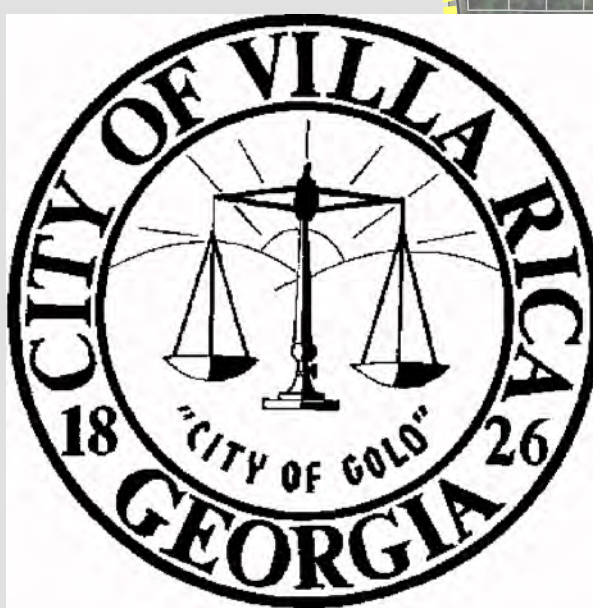
BE IT FURTHER RESOLVED THAT:

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 9th day of August, 2022

Mayor	Date
-------	------

Clerk	Date
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Mirror Lake Gold Nugget Trail Planning Map

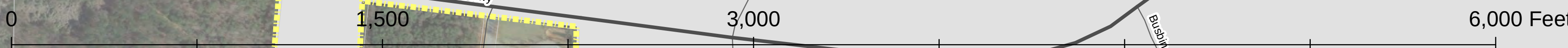


LEGEND

Existing Path Network

Stockmar/Punkintown Path (proposed)

Mirror Lake East Path (GOSP)



GEORGIA OUTDOOR STEWARDSHIP PROGRAM					
DEPARTMENT OF NATURAL RESOURCES					
PROJECT BUDGET WORKSHEET					
Applicant Name:		City of Villa Rica, GA			
Project Title:		Gold Nugget Trail - 10' Wide Multi-use Path			
				Date:	7/22/2022
Project History					
Total Project Amount:		\$ 5,091,240.00			
Total Amount of Funding Requested:		\$ 3,000,000.00			
Total Match Commitment:		\$ 2,091,240.00			
Category Number	Description (include units in Description where possible)	Cash Match	In-Kind Match	Requested Funding	TOTAL COST
1	Tyson Rd - Conners Rd to Fire Sta #8 - 17500 sf	\$ 69,300.00		\$ 105,700.00	\$175,000.00
2	Conners Rd - Conners Park to ML Pkwy - 31000 sf	\$ 122,760.00		\$ 187,240.00	\$310,000.00
3	Conners Rd/Mirror Lake Pkwy @ Publix - 13600 sf	\$ 53,856.00		\$ 82,144.00	\$136,000.00
4	Punkintown Rd-Shoreline to Hwy 61 - 44750 sf	\$ 177,210.00		\$ 270,290.00	\$447,500.00
5	Hwy 61 - Punkintown Rd to Library - 13000 sf	\$ 51,480.00		\$ 78,520.00	\$130,000.00
6	Hwy 61 - Punkintown Rd to Stockmar Rd - 15500 sf	\$ 61,380.00		\$ 93,620.00	\$155,000.00
7	Stockmar Rd - Hwy 61 to Shoreline Pkwy - 31100 sf	\$ 123,156.00		\$ 187,844.00	\$311,000.00
8	Stockmar Rd - Gold Creek Dr to ML Pkwy - 17600 sf	\$ 69,696.00		\$ 106,304.00	\$176,000.00
9	Mirror Lake Pkwy - Stockmar Rd to Dam - 45000 sf	\$ 178,200.00		\$ 271,800.00	\$450,000.00
10	Conners Rd Park - Stockmar Rd to Park - 47000 sf	\$ 186,120.00		\$ 283,880.00	\$470,000.00
11	Conners Rd Park - Conners Rd to Park - 106750 sf	\$ 422,730.00		\$ 644,770.00	\$1,067,500.00
12	Refurb: Conners Rd - Mirror Lake Parkway to Harbour Dr - 6,000 sf	\$ 23,760.00		\$ 36,240.00	\$60,000.00
13	Refurb: Conners Rd - Harbour Dr to Carrington Pkwy - 6,000 sf	\$ 23,760.00		\$ 36,240.00	\$60,000.00
14	Refurb: Conners Rd - Carrington Pkwy to Southlake Pkwy - 12,960 sf	\$ 51,321.60		\$ 78,278.40	\$129,600.00
15	Refurb: Conners Rd - R of Southlake Pkwy to R of Devonian Dr - 8,000 sf	\$ 31,680.00		\$ 48,320.00	\$80,000.00
16	Refurb: Conners Rd - Southlake Pkwy to Devonian Dr - 6,080 sf	\$ 24,076.80		\$ 36,723.20	\$60,800.00
17	Refurb: Conners Rd - Devonian Dr to Publix Entrance South - 7,520 sf	\$ 26,429.04		\$ 40,310.96	\$66,740.00
18	Refurb: Mirror Lake Blvd - Publix Entrance S to Publix Entrance NW - 9,600 sf	\$ 26,611.20		\$ 40,588.80	\$67,200.00
19	Refurb: Mirror Lake Blvd - Publix Entrance NW to Shoreline Pkwy - 17,000 sf	\$ 67,320.00		\$ 102,680.00	\$170,000.00
20	Refurb: Shoreline Pkwy - Punkintown to Existing Path on RoW - 0 sf	\$ 0.00		\$ 0.00	\$0.00
21	Refurb: Shoreline Pkwy - Existing Path on RoW to Shoreline Bridge - 2,512 sf	\$ 9,947.52		\$ 15,172.48	\$25,120.00
22	Refurb: Shoreline Pkwy - Shoreline Bridge to Stockmar Rd - 3,360 sf	\$ 13,305.60		\$ 20,294.40	\$33,600.00
23	Refurb: Stockmar Rd - Shoreline Pkwy to Gold Creek Drive - 21,600 sf	\$ 85,536.00		\$ 130,464.00	\$216,000.00
24	Refurb: Stockmar Rd - Gold Creek Dr to Mirror Lake Pkwy - 7,800 sf	\$ 30,888.00		\$ 47,112.00	\$78,000.00
25	Refurb: Mirror Lake Pkwy - Stockmar Rd to Dam N - 1,000 sf	\$ 3,960.00		\$ 6,040.00	\$10,000.00
26	Refurb: Mirror Lake Pkwy - Dam N to Dam S - 10,640 sf	\$ 29,494.08		\$ 44,985.92	\$74,480.00
27	Refurb: Mirror Lake Pkwy - Dam S to Conners Road - 600 sf	\$ 2,376.00		\$ 3,624.00	\$6,000.00
28	Contingency	\$ 496,554.00		-	\$496,554.00
29	Design Services	\$ 893,797.00		-	\$893,797.00
30	Project Management	\$ 248,277.00		-	\$248,277.00
CITY		\$ 3,604,982.00	DNR	\$ 3,000,000.00	
TOTALS					
GRAND TOTAL		\$ 6,604,982.00			
Volunteers who donate job specific professional skills and/or equipment operation (grading contractors, plumbers, electricians, etc.) can value their time and/or equipment at their standard rates but may not exceed the rates outlined at https://www.bls.gov/oes/current/oes_ga.htm . General labor rates (no professional skills required) must not exceed \$11.40 per hour.					Match Percentage 54.6%



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			Betterment Items		In-Kind Betterment 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		
ITEM NO.	Description (Item Number)		UNITS		\$	\$	\$	\$							\$	\$
-	-		-		\$	-	\$	-	0		\$	-	\$	-	\$	-
-	-		-		\$	-	\$	-	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	\$	-	-	\$	-	\$	-
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	\$	108,894.10	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"	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	\$	-	\$	-
670-9920	REMOVE EXISTING FIRE HYDRANT ***		EA	0	\$	670.00</										



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

City of Villa Rica



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

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, May 24, 2022 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

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

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

Invocation: Councilman Danny Carter

Pledge of Allegiance: Mayor Gil McDougal

Adoption of Agenda (Mayor Gil McDougal)

Mayor Gil McDougal added Item # B2-Housing Board Appointments to the agenda. Councilman Danny Carter moved to adopt the agenda as amended.

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

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

One citizen came forward to speak.

1. Kurt Kraft, 2406 Ridgelake Drive

Council Updates (Subjects of General Interest and Concern)

There were no Council updates.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda for approval.

1. RH Events and Catering, LLC dba Shake, Rattle & Rolls
2. Gold Dust Recreation Gymnasium HVAC Project
3. Concrete Material Bay Storage Project
4. North Plant Modification Project Change Order
5. FY2023 Budget Calendar

Motion: Councilman Danny Carter moved to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes
 - a. Special Called Council Meeting Minutes of May 4, 2022
 - b. Council Meeting Minutes of May 10, 2022

Motion: Councilwoman Shirley Marchman moved to approve the Special Called Council Meeting Minutes of May 4, 2022, and the Council Meeting Minutes of May 10, 2022.

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

2. Mayoral Housing Authority Board Appointments

Mayor Gil McDougal appointed Rob Smith and Michael Young to the Housing Authority Board. Rob Smith will fill the vacancy on the board, and Michael Young will fill the vacancy expired term.

C. Community Development (Tracy Jarvis, Director)

1. RA-01-22 – Inline Communities, LLC – Proposed Rezoning of Two Vacant Parcels on Old Stone Road and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

Inline Communities, LLC requested rezoning of two vacant parcels on Old Stone Road from Single-Family Agricultural (AG) to Planned Unit Development (PUD).

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to approve the rezoning request from Inline Communities, LLC of Villa Rica, GA for a rezoning from AG to PUD with the four conditions as stated by staff.

Staff Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The applicant must address the Old Stone Road and Punkintown Road intersection in the form of a traffic study, and all recommendations of that study are to be implemented at the recommendation of the Community Development Director/Engineer.
3. The applicant's Development Master Plan should be entered into the legal record in addition to any and all proposed elevations, site plans, concept plans and other representations made before the City Council.
4. The applicant/developer/builder agrees to a 15% rental cap applicable to the townhome and single-family detached portions of the development.

Councilman Matthew Momtahan asked Councilman Danny Carter if he would amend his motion to include stimulations that the applicant agrees to that includes: no three-bedroom apartments in the multifamily section, require 100% master on main for the townhomes and the single-family detached sections of the development, and require a property owners association instead of a homeowners association. Councilman Danny Carter agreed to amend his motion to these stimulations.

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

2. RA-02-22 – Inline Communities, LLC – Proposed Rezoning of 116 Reed Road and Public Hearing
(Ronald Johnson, Planning and Zoning Specialist)

Inline Communities, LLC requested a rezoning of 116 Reed Road from Single-Family Urban (R2) to Single-Family Attached (SFA).

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to approve the rezoning request from Inline Communities, LLC of Villa Rica, GA for a rezoning from R2 to SFA with conditions as outlined by staff.

Staff Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The applicant must comply with all recommendations found within the traffic report dated August 23, 2021, prepared by A & R Engineering, Inc.
3. The applicant must address the Reed Road/Tolbert Dr. and South Carroll Road intersection in the form of a traffic study.
4. The developer shall contribute no more than \$1,500 per lot to the cost of traffic improvements.
5. The Applicant/Developer/Owner agrees that site/neighborhood/development amenities include a pool and cabana, walking trail, tot lot, and picnic/cookout/barbecue grilling area.
6. The Applicant/Development/Owner agrees that the proposed pool will have a minimum surface area of 1,500 square feet.
7. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Tolbert/Reed Road.
8. The Applicant/Developer/Owner agrees to submit the site/neighborhood/development to covenants pursuant to the Georgia Property Owners Act (O.C.G.A. § 44-3-220, et seq.).
9. The Applicant/Developer/Owner agrees to be responsible for incorporating a minimum of one traffic calming practice in accordance with the Institute of Transportation Engineers (ITE) manual for traffic calming along the main entrance road internal to the neighborhood. The practice may include a stop sign, road diet, speed hump or other device which shall be approved through the civil plan review process.
10. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
11. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.

12. The Covenants, Conditions and Restrictions shall include a clause that limits the maximum number of units that can be rented or leased within the development at any one time to 10% or less of the total homes.
13. The Applicant/Developer/Owner agrees to build all internal roadways and parking aisles to standards that would accommodate emergency access vehicles. This includes emergency access to the proposed park in the rear of the property.

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

3. RA-03-22 – CWD Properties, LLC – Rezoning from AG to C1 at 1101 W. Bankhead Hwy and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

Public Hearing: No one came forward to speak.

Motion: Councilman Matthew Momtahan moved to approve the rezoning request from CWD Properties, LLC of Tallapoosa, GA for a rezoning from AG to C1 as presented by staff subject to the condition that the property will not be used for retail.

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

4. Distilled Package License Application Packet and Schedule for Review (Nyree Simpson, Licensing Specialist)
Approval of the application and lottery process for Distilled Spirits Packaged Stores.

Motion: Councilman Danny Carter moved to approve the submitted application and lottery process for packaged stores within the city limits of Villa Rica pursuant to Chapter 4 Alcoholic Beverages, Sec. 4-28 Application.

RESULT: **ADOPTED (VOTE: 3-1)**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Carter, McCoy, Momtahan
NAYS: Marchman

D. City Manager (Tom Barber)

1. Update of Eastside Tax Allocation District (TAD)
The City Manager and Mayor reviewed the required IGA provisions from the county and staff's response back to the county. The Mayor asked the Council to vote on the responses so that the City Attorney can put together a formal reply back to the county.

Motion: Councilman Danny Carter moved to adopt the responses as presented of the 15 items for the City of Villa Rica to respond to the Carroll County Board of Commissioners.

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

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

City Attorney David Mecklin announced that the Council will go into Executive Session for a meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

Motion: Councilwoman Shirley Marchman moved to go into Executive Session for the purpose as stated by the City Attorney.

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

Motion: Councilwoman Shirley Marchman moved to return to regular session.

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

Executive Session Action: City Attorney David Mecklin reported there was no action taken by the council during executive session that needed to be voted on in open session.

Adjournment: Councilwoman Shirley Marchman moved to adjourn, seconded by Councilwoman Anna McCoy. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Alisa Doyal

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

City of Villa Rica



CITY MANAGER: TOM BARBER
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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, July 12, 2022 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

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

Present: Mayor Gil McDougal, Mayor Pro Tem Matthew Momtahan, Councilwoman Leslie McPherson, Councilwoman Anna McCoy, Councilman Danny Carter. Councilwoman Shirley Marchman was absent.

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

Pledge of Allegiance: Officer Stephen Ellinas, Villa Rica Police Department

Ceremonial Presentations:

- Chuck Groover, Coordinator for State Certification with Georgia Law Enforcement Certification Program, presented Chief Michael Mansour and Certification Officer, Chris Baxter, with State Certification Plaques.
- Recognized Nyree Simpson for 5 Years of Service with Community Development
- Recognized Glenda Golden for 5 Years of Service with Senior Services
- Recognized Tom Barber for 5 Years of Service as City Manager
- Recognized Captain Hunter Ethredge for 15 Years with Villa Rica Police Department
- Recognized Municipal Judge, Michael Hubbard – New Chief Magistrate Judge for Carroll County
- Recognized Pete Zorbanos for Retirement from the City

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda.

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

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

One citizen came forward to speak.

1. Corinda Sparks – 304 Jamestown Run
2. Mike McPherson – 103 Chadwick Place

Council Updates (Subjects of General Interest and Concern)

1. Councilwoman Anna McCoy – Was not able to attend fireworks due to COVID. Apologized to constituents for not being as available as she would like due to personal difficulties.
2. Councilwoman Leslie McPherson – Thanks to staff for 15 years of putting on the July 3 display.
3. Councilman Matthew Momtahan – Thanked staff for a good event (July 3 fireworks)
- 4.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda for approval.

1. Mayoral Reappointment of Nancy Stolz-Jeffares to the Cemetery Commission – Term: 06/01/2022 – 06/30/2025
2. Adoption of New Schedule of Fees for City Cemeteries
3. Development Agreement with Villa Rica Townhomes Georgia, LLC
4. Development Agreement Fuqua Acquisitions II, Inc.
5. Amendment to Community Development Fee Schedule
6. Preparation and Painting of Mural at Hixtown Brewery-Efis Wall Repair
7. Auction of Non-Running /Retired Vehicles and Small Equipment on GovDeals.com
8. Flowers Bakery Culvert Material
9. Final Plat of Gold Pointe at Dogwood
10. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade
11. FY22 Budget Amendments #293-298
12. Thermal Process Systems Service Proposal
13. Request for Ratification for the Repair of Weatherstone Lift Station
14. Implementation of Computerized Maintenance Management System (CMMS)
15. Resolution of Support for the City’s Application for the Georgia Initiative for Community Housing (GICH) Program

Councilman Danny Carter moved to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes
 - a. Special Called Council Meeting Minutes of June 8, 2022

Councilwoman Anna McCoy moved to approve the Special Called Council Meeting Minutes of June 8, 2022.

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

- b. Special Called Council Meeting Minutes of June 30, 2022

Councilwoman Anna McCoy moved to approve the Special Called Council Meeting Minutes of June 30, 2022.

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

2. Establish Date for Lottery (Tom Barber, City Manager)

Councilman Danny Carter moved to table to the August meeting.

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

C. Community Development (Tracy Jarvis, Director)

1. ALP 2-2022: Alcohol License Permit Application for Divine City Inc., dba Carroll Rd Shoppette and Public Hearing (Nyree Simpson, Licensing Specialist)

Divine City, Inc. dba Carroll Rd Shoppette has applied for an Alcohol License to offer retail package sales of beer, malt beverages and wine.

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to approve the request of an alcohol license permit for the business of Divine City Inc., dba Carroll Rd Shoppette.

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

2. Amendment to Section 9.29 Wall Signs of the Villa Rica Sign Ordinance and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

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

Public Hearing: No one came forward to speak.

Motion: Councilwoman Leslie McPherson moved to approve the proposed amendment to Section 9.29 of the city's sign ordinance as attached hereto.

RESULT: **ADOPTED (UNAMIOUS)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Matthew Momtahan, Councilman
AYES: McPherson, Momtahan, Carter, McCoy

3. Amendment to Section 9.40(6)(b) Banners of the Villa Rica Sign Ordinance and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
Revisions to regulations for temporary signs (banners) to permit them on adjacent contiguous lots under common ownership as the parcel where the use associated with the banner is located.

Public Hearing: No one came forward to speak.

Motion: Councilwoman Anna McCoy moved to approve the proposed amendment to Section 9.40(6)(b) of the city's sign ordinance as attached hereto.

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

4. Amendment to Section 7.03 – Entrance/Drive Standards (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
To revise all references to driveway distances from streets in favor of referencing standards already in existence in the Development Code. .

Public Hearing: No one came forward to speak.

Motion: Councilman Matthew Momtahan moved to approve the proposed amendment to Section 7.03 of the City of Villa Rica Zoning Ordinance as attached hereto.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, McCoy, McPherson, Momtahan

5. Amendment to Section 9.03 – Multifamily and Single-Family Attached Designed Standards (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
To remove standards within this subsection addressing multifamily building orientation; reducing the depth of garages for all single-family attached developments; and introducing additional fenestrations for entryways.

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to approve the proposed amendment to Section 9.03 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

6. Amendment to Section 9.04 – Nonresidential Design Standards (Contained in the City of Villa Rica Zoning Code) and Public Hearing

To revise all references to driveway distances from streets in favor of referencing standards already in existence in the Development Code, and to remove references to the “Corridor Overlay Zone”, which is not a valid zoning category in the city.

Public Hearing: No one came forward to speak.

Motion: Councilwoman Leslie McPherson moved to approve the proposed amendment to Section 9.04 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

D. Finance (Jennifer Hallman, Finance Director)

1. May 2022 Update
Finance Director Jennifer Hallman gave the May 2022 Financial Update.

E. City Manager’s Report (Tom Barber)

City Manager Tom Barber gave an update of city projects.

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

City Attorney David Mecklin asked for a motion from the Council to go into Executive Session to discuss the following:

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

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

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

The Council returned from Executive Session at 8:01 pm.

Motion: Councilman Matthew Momtahan moved to return to regular session.

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

Executive Session Action: Mayor Gil McDougal announced that the Council considered the replacement for Judge Hubbard and yielded to Councilman Danny Carter to make a motion.

Motion: Councilman Danny Carter moved to appoint Keith Rollins to the position of Municipal Court Judge of Villa Rica through December 31, 2022.

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

Adjournment: Councilwoman Anna McCoy moved to adjourn, seconded by Councilwoman Leslie McPherson. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Alisa Doyal



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

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 as of the 15th day of September, 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) 70.85% shall be distributed to the County, (ii) .09% shall be distributed to the City of Austell, (iii) 24.02% shall be distributed to the City of Douglasville, and (iv) 5.04% 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 \$113,360,000 (70.85% 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 \$144,000 (.09% 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 \$38,432,000 (24.02% of the total SPLOST proceeds collected) for the following capital outlay projects: (1) Transportation and Streets; (2) Public Safety; (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 \$8,064,000 (5.04% of the total SPLOST proceeds collected) for the following capital outlay projects: [(1) Transportation and Streets; (2) Infrastructure; and (3) Public Safety (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 not to exceed twenty-four calendar quarters (6 years), commencing on or about April 1, 2022, to raise an estimated \$160,000,000, 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 not to exceed twenty-four calendar quarters (6 years) with collections beginning on or about April 1, 2023.

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 August 8, 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 April 1 and October 1 of each year beginning not earlier than October 1, 2023 and the principal payment dates for the Bonds shall be April 1 of each year beginning April 1, 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 \$160,000,000 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 30134
Attention: Mayor
Facsimile: (770) 920-0499

WITH A COPY TO:

Marcia Hampton, City Manager
City of Douglasville
6695 Church Street
Douglasville, Georgia 30134

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>	\$113,360,000	70.85%	
(1) Transportation;			27.8%
(2) Public Safety;			40.8%
(3) Parks and Recreation/Libraries			20.4
(4) Facilities/Infrastructure			11%%
B. <u>City of Austell Project:</u>	\$144,000	.09%	
(1) Improvements and renovations to Louise Suggs Park, and a new police vehicle			100%
C. <u>City of Douglasville Projects:</u>	\$38,432,000	24.02%	
(1) Transportation and Streets;			35%
(2) Public Safety			
(3) Parks and Recreation; and			35%
(4) Facility Infrastructure.			10%
			20%
D. <u>City of Villa Rica Projects:</u>	[\$8,064,000]	[5.04]%	

(1)	[Transportation and Streets];			44%
(2)	Infrastructure; and			40.63%
(3)	[Public Safety]			15.37

EXHIBIT B

Form of Referendum Resolution



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Police Department Reimbursement Grant Program
AGENDA DATE: 07/29/2022

DATE PREPARED: 08/02/2022
PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$47,021.60
GL ACCOUNT #: 100-3210-531700
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: To obtain enhanced training equipment through a formal grant request with the Georgia Criminal Justice Coordinating Council (CJCC).

BACKGROUND: As part of VRPD's mission to provide top quality law enforcement services to the community, enhanced in-house training capabilities are critical to achieving that goal. The CJCC is accepting grant applications focused on training for law enforcement officers in the areas of: use of force / de-escalation, crisis intervention, mental health, and school safety. This program is a reimbursement grant. If awarded funding, the City would be responsible for covering the costs of the equipment until reimbursed by the grant program.

STAFF RECOMMENDATION: We recommend that you commit to supporting the police department's proposed grant purchases not to exceed \$47,021.60. This purchase would include an advanced, interactive training simulator package (\$44,250.00) and training aids to include inert weapons for use in scenario training (\$2,771.60).

IMPACT: Training is critical to successful police operations. These proposed purchases will enhance the capability of the individual officers by allowing more frequent training sessions to occur in-house. Committing to support the grant application, not to exceed \$47,021.60, provides an opportunity to obtain these items with funding from outside of the City's budget.

MOTION: I move to support the police department's proposed grant purchases and provide initial funding not to exceed \$47,021.60.

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

The Criminal Justice Coordinating Council (Council) is pleased to announce that it is seeking applications for competitive funding for law enforcement agencies within the State of Georgia.

State of Georgia FY2023 Law Enforcement Training Program Competitive Request for Applications

Eligibility

Applicants are limited to units of local government and state law enforcement agencies which operate within Georgia for law enforcement training. Priority will be given to requests proposing training for law enforcement officers in one of the following topics:

Use of Force and De-escalation

Crisis Intervention

Mental Health

School Safety

Grant Deadline

Monday, August 15, 2022 at 5:00 p.m.

Virtual Grant Information Session

Monday, July 25, 2022 at 2:00p.m.

(more information can be found on the Council's website at cjcc.georgia.gov)

Estimated Award Period

October 1, 2022 – September 30, 2023

Contact Information

For assistance with the requirements of this solicitation, contact:

Rachael Andrews at Rachael.andrews@cjcc.ga.gov

Or

Britney Hough at Britney.hough@cjcc.ga.gov

Release Date: July 15, 2022

SECTION I: OVERVIEW AND INSTRUCTIONS

Overview of the FY2023 Law Enforcement Training Program

For fiscal year 2023, Governor Brian Kemp and Georgia State Legislature approved a total of \$7.5 million to provide a law enforcement training grant program for state and local law enforcement agencies. With \$4.5 million now available for qualified state and local law enforcement agencies, the program is designed to grant funds on a competitive basis to support training for law enforcement officers in one of the following topic areas:

- Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas),
- Crisis Intervention Team (CIT) training, and
- Training to support mental health,
- School Safety – Priority will be given to applications who propose law enforcement training programs/projects to improve school safety within jurisdictions. Eligible recipients include state and local law enforcement agencies as well as school systems that operate independent police departments. School systems that do not operate independent police departments may partner with a police department or sheriff's office.

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-seven members representing various components of the criminal justice system.

How to Apply

Interested applicants should review the Law Enforcement Training Solicitation Packet in its entirety, and submit the completed application, including all requested information and all required attachments, using the link on the website at cjcc.georgia.gov on or before **5 p.m., Monday, August 15, 2022**. **This form and provided budget detail are the only acceptable formats for submitting the narratives and budget for the funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format; scanned or handwritten copies of the application will not be accepted. Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.**

SECTION II: APPLICATION PROCESS

Application Review

Applications will be reviewed and assessed by Council staff and designated representatives who will consider the following:

1. Overall quality and completeness of the application,
2. Demonstration of clear, measurable, and appropriate standards,

3. Demonstration of need, including geographic location, local demographics, local statistics, other financial resources, etc., and
4. Adequate correlation between the cost of the project and the objective(s) to be achieved.

Only complete applications received by the deadline will be reviewed. **When an application is received by the Council, there is no commitment to fund an application or to fund at the amount requested.** Decisions related to these budget areas are based on both eligibility and reasonableness. The Council has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

Competitive Funding Decisions

All funding decisions related to the program application received in response to this solicitation are made by the Council. Applicants will be informed of funding decisions through a grant award. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial signed by the Executive Director of the Council. Applicants can appeal the initial funding decision but must do so within fifteen (15) business days of the date on the denial notice.

Once an award is made, it is within the discretion of the Council to determine that a grantee is not compliant with applicable policies. Upon such a determination, the Council may terminate further funding and require reimbursement of grant funds.

Use of Funds

For this grant period, funds can be used to administer law enforcement training in the following areas:

- Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas),
- Crisis Intervention Team (CIT) training,
- Training to support mental health, and
- School Safety

Restriction of Funds

Grant funds cannot be used for: incentives, purchase of vehicles, overall agency supplies, equipment not specifically related to training, construction projects, or administrative overhead.

Supplantation

Funds must be used to supplement existing funds for program activities and cannot replace or supplant state or local funds that have been appropriated for the same purpose. Generally, supplanting occurs when a government or program reduces local, state, or other available funds for an activity specifically because state grant funds are available (or expected to be available) to fund that same activity. In those instances when a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in local or state resources occurred for reasons other than the receipt or expected receipt of state grant funds.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance

If awarded, grantees must accept or reject the grant award with original signatures and required forms within forty-five (45) days of the award date. The grantee will be unable to request funds until the award documents are submitted to the Council.

Special Conditions

At the time of the grant award, the Council will assign special conditions as deemed appropriate for the program. The special conditions will outline the grantee's responsibilities as well as state regulations that must be followed as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed and signed.

This is a reimbursement grant. If awarded funds, the awarded agency will be required to submit check stubs and copies of invoices to the Council for reimbursement on a quarterly basis.

Performance Measures and Reporting Requirements

Grantees are required to participate in data collection activities. Progress reports serve as a record for the implementation of the project. Statistics for progress reports must be collected on a quarterly basis throughout the duration of the grant period. Reports must, at a minimum, identify the grantees and award amounts, summaries of training programs, the number of officers who received the training, and any project goals identified by the grantees. Grantees must keep accurate records as source documentation to support the information in the reports.

Submission of performance measures data is not required for the application.

SECTION IV: APPLICATION ATTACHMENTS

Program Narrative

All applicants must complete a project narrative describing the proposed training program being requested. The following elements are required in the project narrative.

- **Project Description:** Provide a description of the type of training being sought for agency personnel that will be implemented or expanded. Please include the agency's name, agency type, and year founded. Include the geographic area targeted (if applicable), estimated number of individuals who will be served during the grant period, and relevant characteristics of the project.
- **Needs Statement:** Provide a statement of the specific problem(s) or gap(s) that the project will address.
- **Project Goals:** State the goals of the proposed project. Explain how the project goals will meet the needs of the project's target population and/or impact the proposed service area.

- **Project Activities and Services:** Describe the project's service delivery plan. In other words, explain how the agency will achieve the project's goals. Outline who will conduct the activities and/or provide services, what the activities and services are, a timeline for accomplishing the activities, where services will be delivered, and why the activities and services are needed to achieve the stated goals. Please also explain how the plan for project activities and services will meet the target population's needs as described in the needs statement. **For this application, each applicant must demonstrate how the proposed training program is related to one of the purpose areas.**
- **Resources Needed:** In this section, please clearly explain the resources needed to conduct, enhance, and/or expand the project activities and services necessary to achieve the project's goals. For example, if funds are requested for training in de-escalation, explain how grant funding will enhance these resources and enable the project to be conducted.

Budget

All applicants must attach a budget using the provided Detailed Budget Worksheet. All line items within the budget are subject to review and approval. Decisions related to these budget line items will be made by the Council and will be based on the justification of costs in relation to project activities and reasonableness of costs based on current market rates. **Once the downloaded budget worksheet is completed, please save as a xlsx. worksheet disabling the macros to allow the document to be successfully uploaded.**

W-9 and Vendor Management Forms

W-9 and Vendor Management Forms should be completed by the fiscal agent who will be responsible for managing the grant. All local law enforcement agencies should have either their city or county government complete the attached documents as they will be responsible for acting as the fiscal agent for this grant program, should funds be awarded.

Timeline

A timeline detailing project activities and persons responsible for carrying out the activities or services for the grant award period must be included.

SECTION V: HOW TO APPLY

How to Apply

Submit the completed application, including the requested information and all required attachments, through the link within the application provided on the Council's website at: <https://cjcc.georgia.gov/grants/funding-opportunities/current-grant-opportunities>. To be eligible for funding consideration, a complete application must be submitted by **5:00 p.m. on Monday, August 15, 2022.**

Quote

Villa Rica Police



4680 Table Mountain Drive
Suite 150
Golden, CO 80403
(800) 634-1936
<http://TiTraining.com/>

Estimate No. 6666 Issued on Thu Aug 4, 2022

Qty	Name	Description	Rate	Amount	Tax
1	RECON Single Screen CORE System-Small Agency	RECON Single Screen CORE Small Agency Perm Desktop system with Ceiling mount; 50' Cables; Mounted speakers; 850+ interactive scenarios, graphic marksmanship & skill builders. 2- Blue Guns 1- Flashlight	\$22,500.00	\$22,500.00	NON
2	Recoil Kit for Handgun	Weapon not included. Make? Model? Generation?	\$2,950.00	\$5,900.00	NON
2	Recoil Kit for Rifle	Dvorak drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	\$3,000.00	\$6,000.00	NON
1	Additional Flashlight	Additional handheld flashlight.	\$250.00	\$250.00	NON
2	Taser 7 Laser Device	Inert Taser 7 Device with 2 mounted lasers	\$2,650.00	\$5,300.00	NON
1	Master Instructor Training	2 Options: 1) Master Instructor Training at Ti Academy for 2 instructors with travel costs (airfare, hotel, transportation from/to airport/hotel/Ti Academy, 2 meals daily) included; or 2) Master Instructor Training onsite for up to 6 instructors at single customer location for 2 consecutive days. Training is on setup, operation, troubleshooting, maintenance of the simulator, and includes an instructor development block, "Effective Simulation Training".	\$3,800.00	\$3,800.00	NON
1	*Shipping		\$500.00	\$500.00	NON

Tax \$0.00

Estimated Total
Deposit Due

\$44,250.00
\$0.00

Signature:
Signature Date:

Thank you for considering Ti Training LE LLC.

If these items meet your approval, automatically [approve this estimate now!](#)

QUESTIONS? CONTACT US

Kila Otte
kila@titraining.com
3034143555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.

ALTERNATE FORCE

Mission Critical Equipment For Professionals

888-865-2900

315-626-6614

315-626-6606

Need a Quotation on the Items Listed Below?

Fast and Accurate Response to your Agency.

We provide quotations to Government Agencies and Customers with larger volume orders.

Please proceed to Checkout and Select the Request a Quote Option. Please include any comments about other equipment or products you may require.

Shopping Cart

Item	Options	Unit Price	Qty.	Cost
 Glock Model Blue Training Guns [remove]	Model : FSG17: Glock 17/22/31 Weight : Standard Weight Restriction : I Conform to Glock's Restriction	\$53.90	10	\$539.00
 ASP Training Knife [remove]		\$16.80	2	\$33.60
 M4 / M16 / AR Type Blue Training Guns [remove]	Model : FSAR15: AR15 A2 Weight : Standard Weight	\$219.90	10	\$2,199.00
				Update
				Subtotal: \$2,771.60
				Total: \$2,771.60

[Keep Shopping](#)
[Checkout](#)

PRODUCT AVAILABILITY: Due to the nature of our business and distribution process, our website does not convey stocking levels or availability of the 1000s of items we carry. If an item is not available, we will contact you before we process your order and provide you with an estimated lead time or information on a substitute. If your needs are time critical please contact us to check availability before placing your order.

[Privacy Policy](#) - [Merchant's Privacy Policy](#)



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.

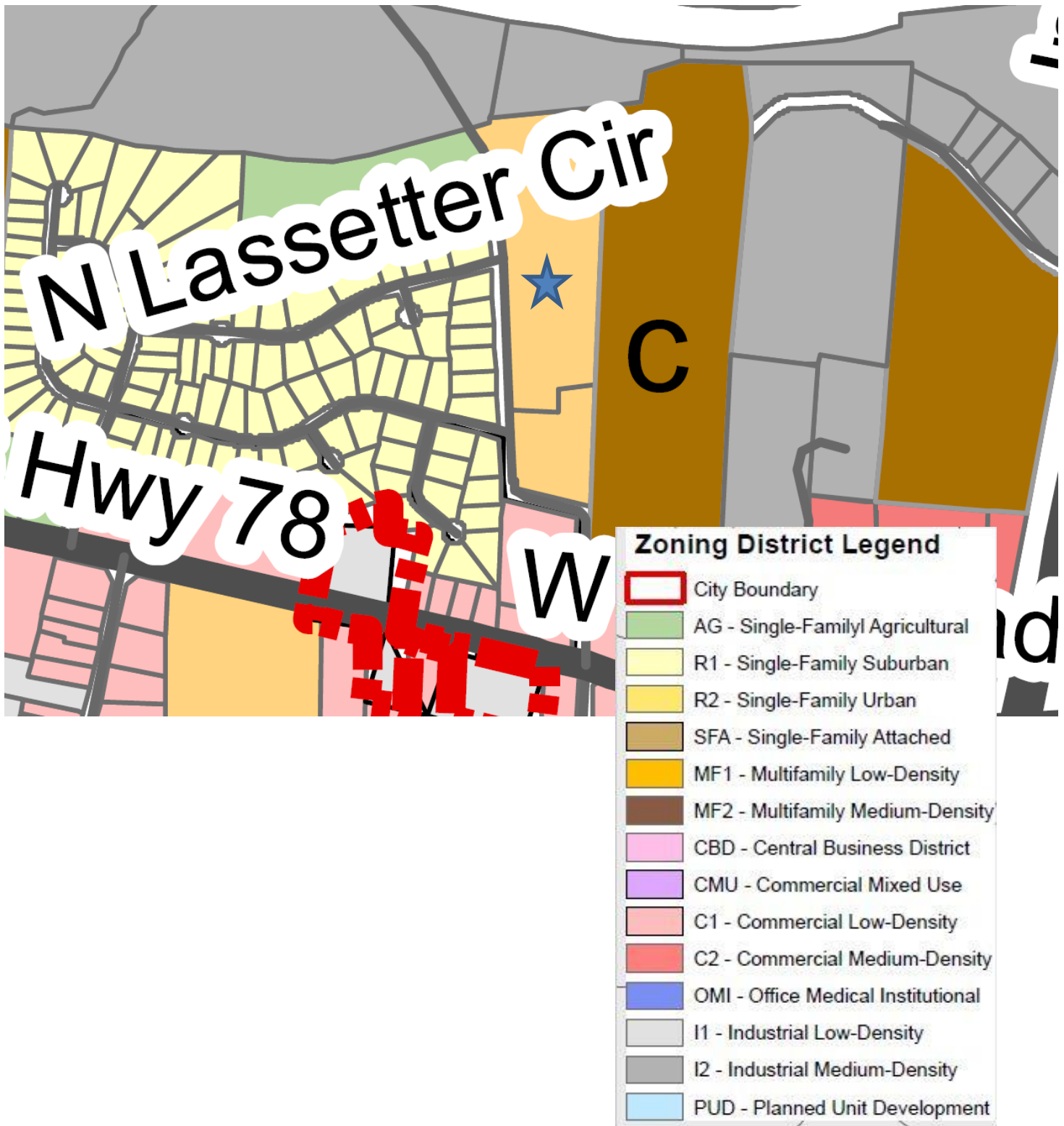
Very truly yours,

Ronald Johnson
Planning & Zoning Specialist

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

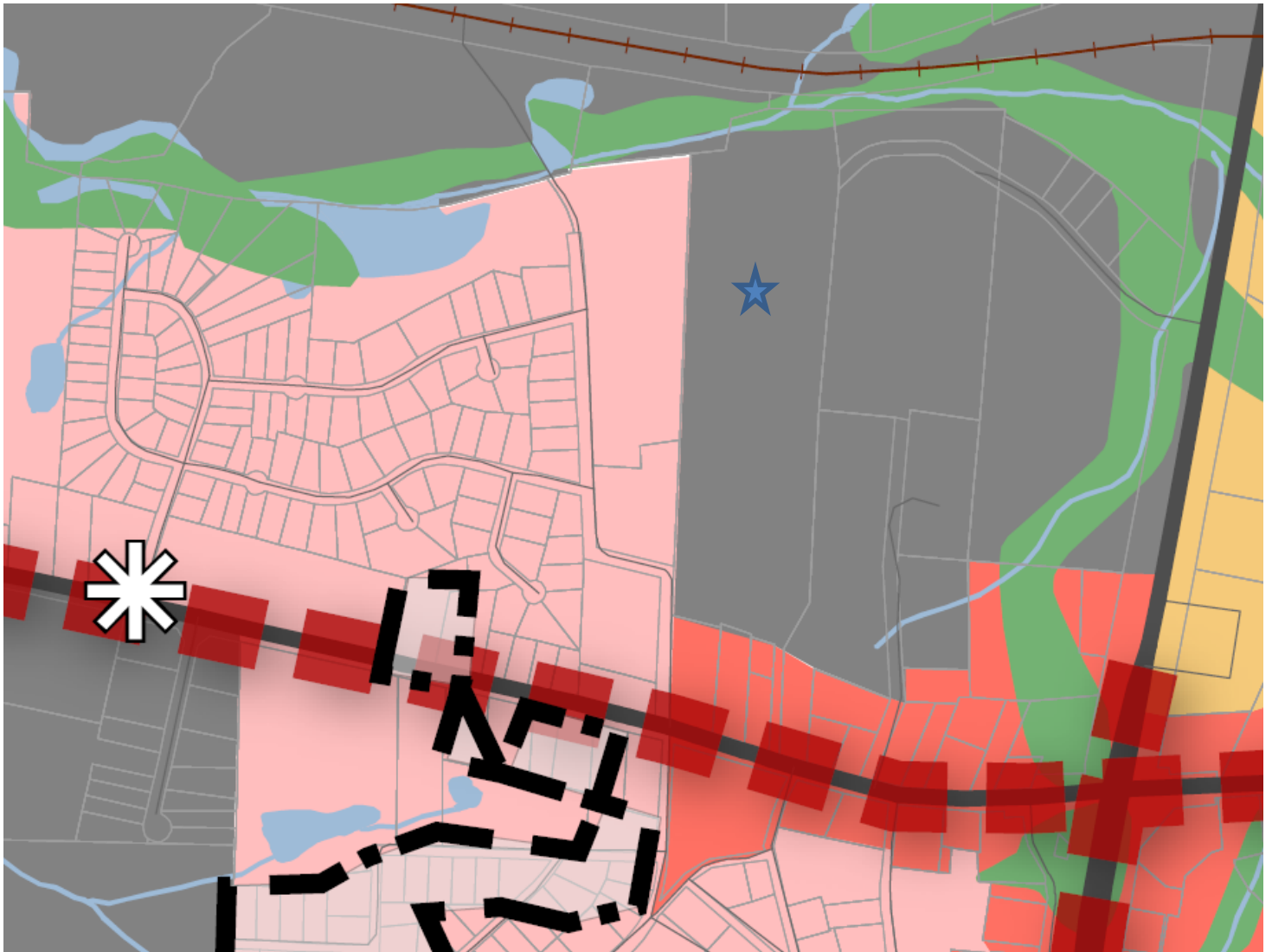


Villa Rica Zoning Map:





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: _____

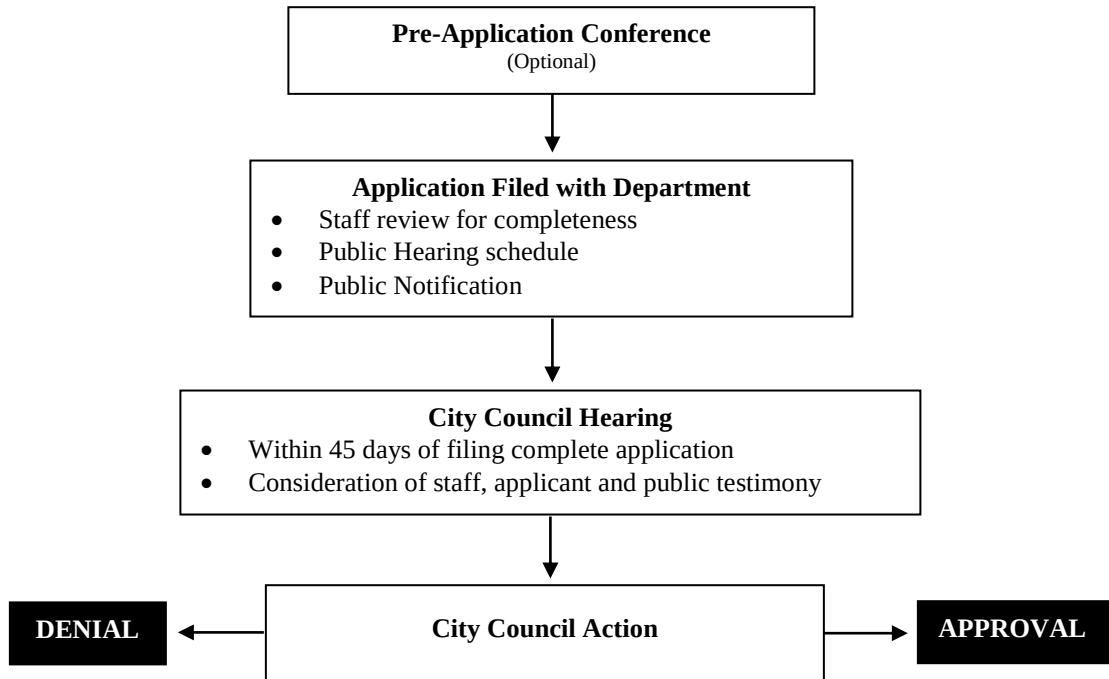
Staff Comments/Findings: _____

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

 (seal)
Elaine H. Brown
Title: General Partner

Attest: _____ (seal)

Title:

(CORP SEAL)


Notary Public
My Commission Expires APR 17, 2021
(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.

OWNER/PROJECT MANAGER

SOUTHERN RIDGE HOME &
DEVELOPMENT, LLC
ATTN: RIDGE COLE
2722 PLEASANT GROVE CHURCH RD.
VILLA RICA GA 30180
770-823-8572

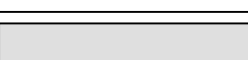
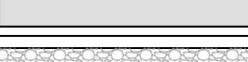
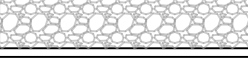
1. PARCEL: V02 0070149
2. LAND LOT: 164
3. DISTRICT: 6
4. SITE AREA: 12.49 +/- ACRES
5. PROPOSED USE: APARTMENT COMPLEXES
6. ZONING: MFI (MULTI FAMILY LOW DENSITY

SETBACKS:

FRONT = 35'
SIDE = 40'
REAR = 40'

7. DISTURBED AREA: 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

PARKING DATA		
PARKING REQUIRED = 113 SPACES		
• (1.8 SPACES) 3 BEDROOM	• (24) 3 BEDROOM	= 43.2 SPACES
• (1.6 SPACES) 2 BEDROOM	• (24) 2 BEDROOM	= 38.4 SPACES
• (1 VISITOR SPACE) 3 UNITS	• 48 UNITS	= 16 VISITOR SPACES
• (1 SPACE) 300 SF OFFICE	• 4400 SF OFFICE	= 14.7 SPACES
PARKING PROVIDED = 113 SPACES		
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	
GRAVEL	-6" #57 STONE	
CONCRETE PAVEMENT	-6" COMPACTED G.A.B. -6" 4000 PSI FIBERMESH CONCRETE	
CONCRETE	-4" 3000 PSI CONCRETE	

OWNER/ PROJECT MANAGER
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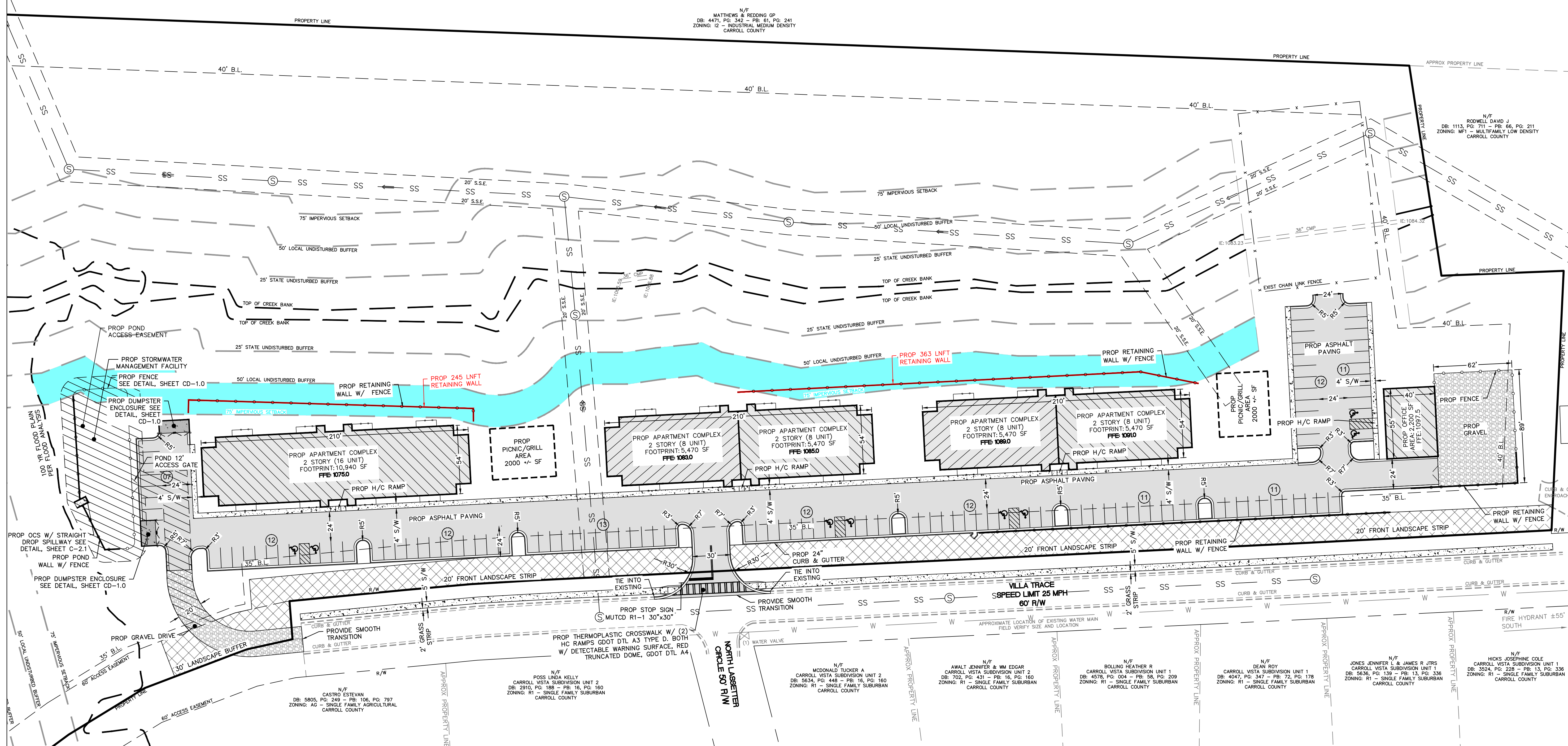
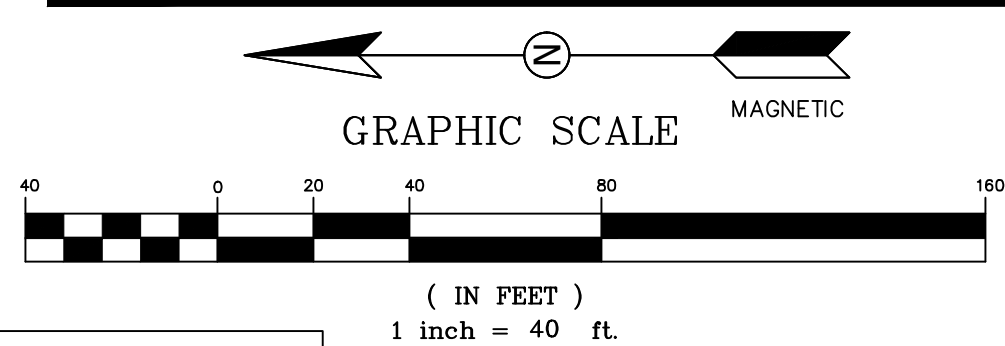


1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
2. DASHED DIRECTIONAL ARROWS SHOW TO DEMONSTRATE TRAFFIC FLOW ONLY, NOT PROPOSED TO BE MARKED ON PAVEMENT.
3. PAVING SPECIFICATIONS TO BE VERIFIED BY PROJECT GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
4. ALL PROPOSED RETAINING WALLS TO BE DESIGNED BY A GEORGIA REGISTERED PROFESSIONAL ENGINEER.
5. ALL RETAINING WALLS OVER 30 INCHES IN HEIGHT SHALL HAVE METAL BRACING / RAILING.
6. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
7. CONSTRUCTION & MATERIALS SHALL COMPLY WITH THE APPROPRIATE GOVERNING AUTHORITY'S STANDARDS & SPECIFICATIONS.
8. ALL LOCATIONS SHOWN ARE APPROXIMATE. BECAUSE OF HIDDEN UTILITIES NOT SHOWN, CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
9. BUILDING FOOTPRINT SHOWN IS APPROXIMATE. SEE ARCHITECTURAL PLANS.
10. 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:

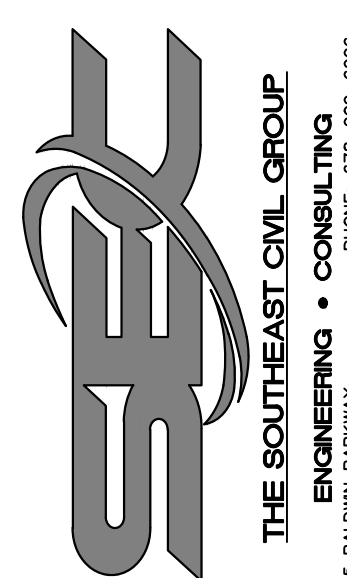
1. BOUNDARY INFORMATION SHOWN OBTAINED FROM A BOUNDARY SURVEY FOR SOUTHERN RIDGE HOMES AND DEVELOPMENT, LLC PREPARED BY VANSANT-CAMPBELL DATED 07/17/2021.
2. TOPOGRAPHIC DATA OBTAINED FROM CARROLL COUNTY GIS AND IS APPROXIMATE.
3. THE F.I.R.M. PANEL 13045C0152D DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS LOCATED IN A FLOOD HAZARD AREA.
4. THE U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED, AND NO WETLANDS ARE SHOWN TO BE PRESENT WITHIN PROJECT LIMITS.

[illegible]

DESCRIPTION

DAIE

REV.



DOI: 10.1002/for

SCALE: 1"=40'

DATE: 03/30/202

DRAWN BY: AEW

SITE PLAN

**VILLA TRACE
APARTMENTS**

LOCATED IN LL 104, 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



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

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)

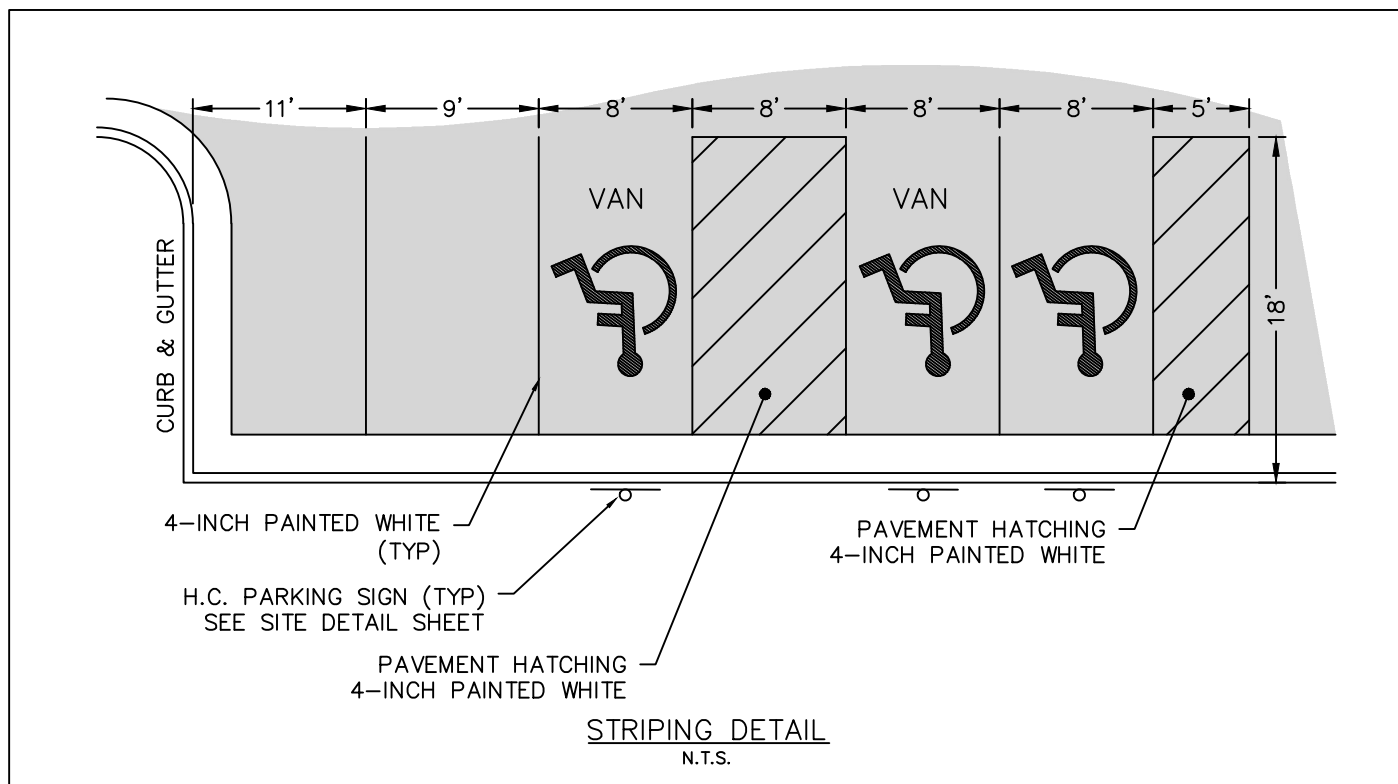
SETBACKS:
FRONT = 35'
SIDE = 40'
REAR = 40'

7. DISTURBED AREA: 5.17 AC
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9. PROPOSED IMPERVIOUS AREA: 105,057 S.F.
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CONCRETE	-4" 3000 PSI CONCRETE

OWNER / PROJECT MANAGER
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2722 PLEASANT GROVE CHURCH RD.
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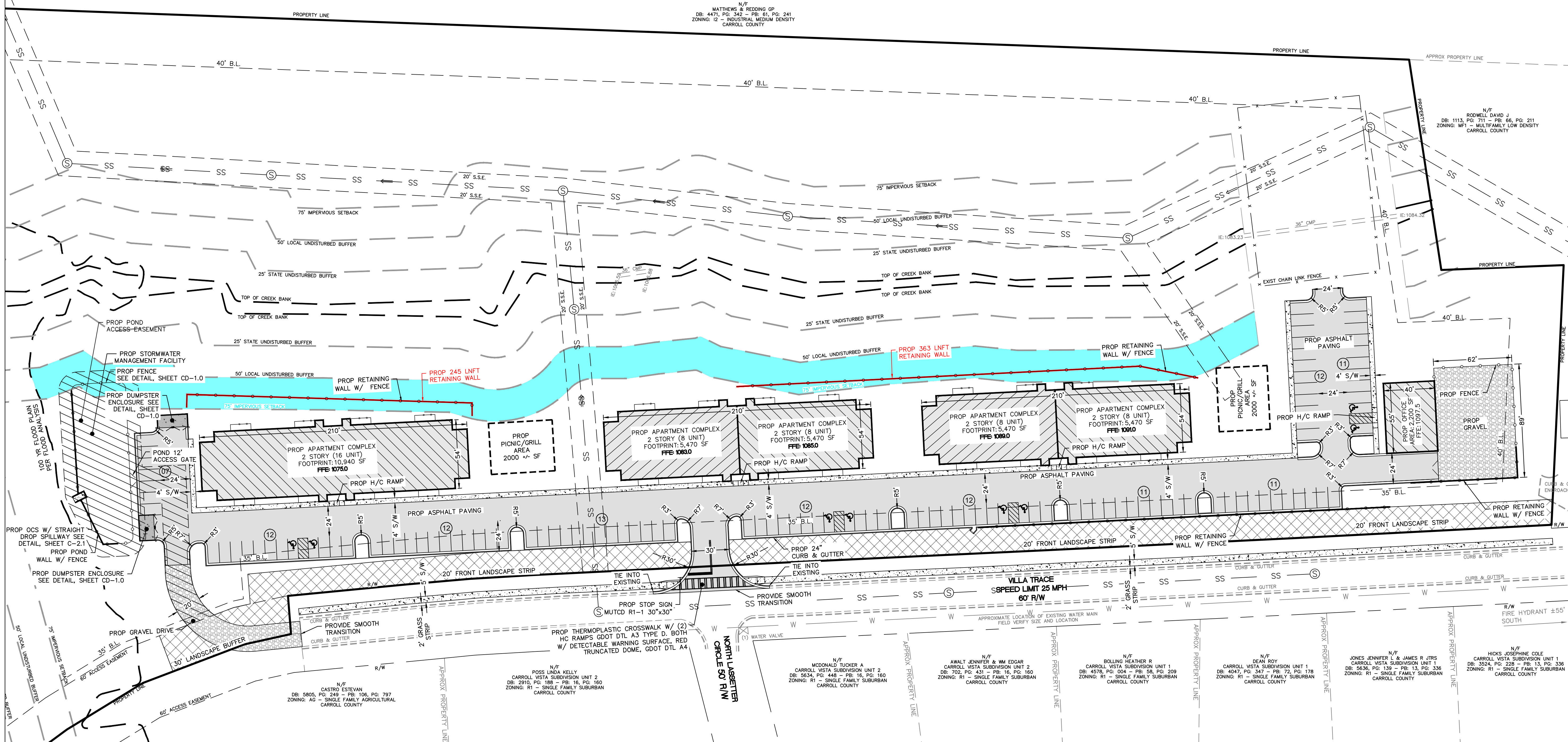
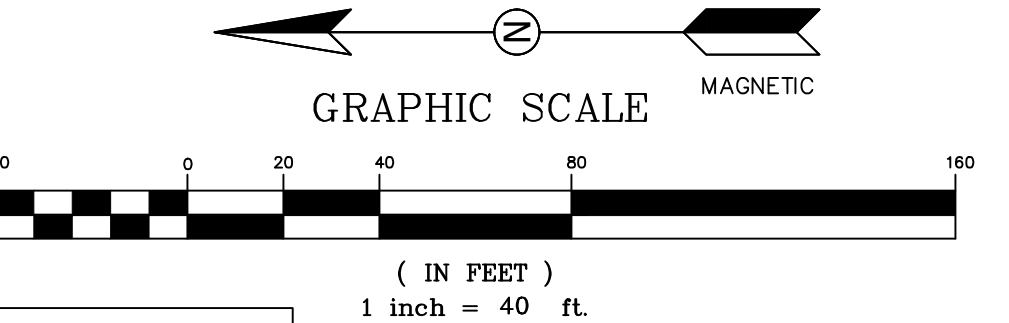


- SITE NOTES
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE
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 - TOPOGRAPHIC DATA OBTAINED FROM CARROLL COUNTY GIS AND IS APPROXIMATE.
 - THE F.I.R.M. PANEL 13045001520 DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS LOCATED IN A 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.

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
	EXISTING 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



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

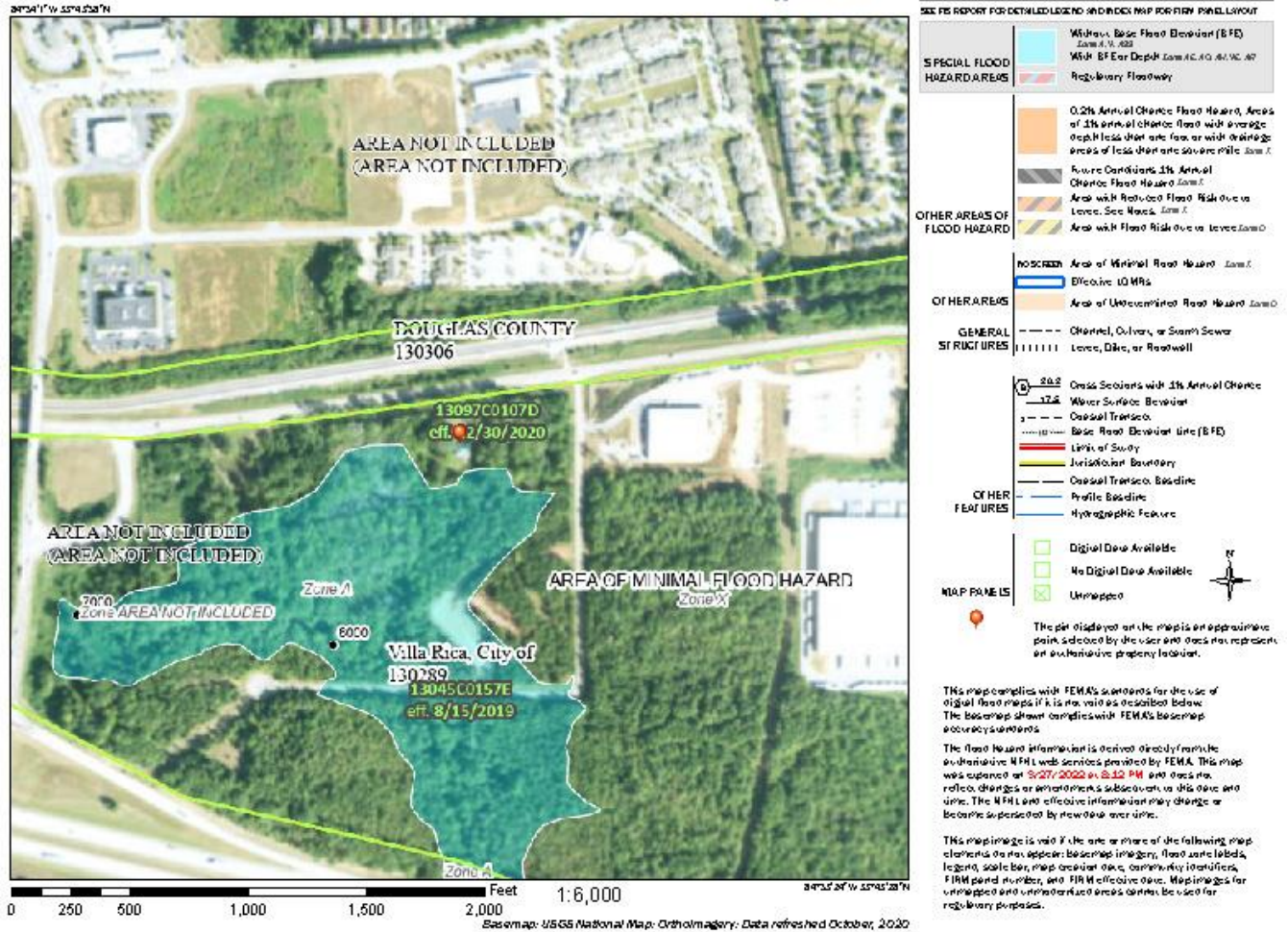


Figure 2: FEMA Flood Map



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)



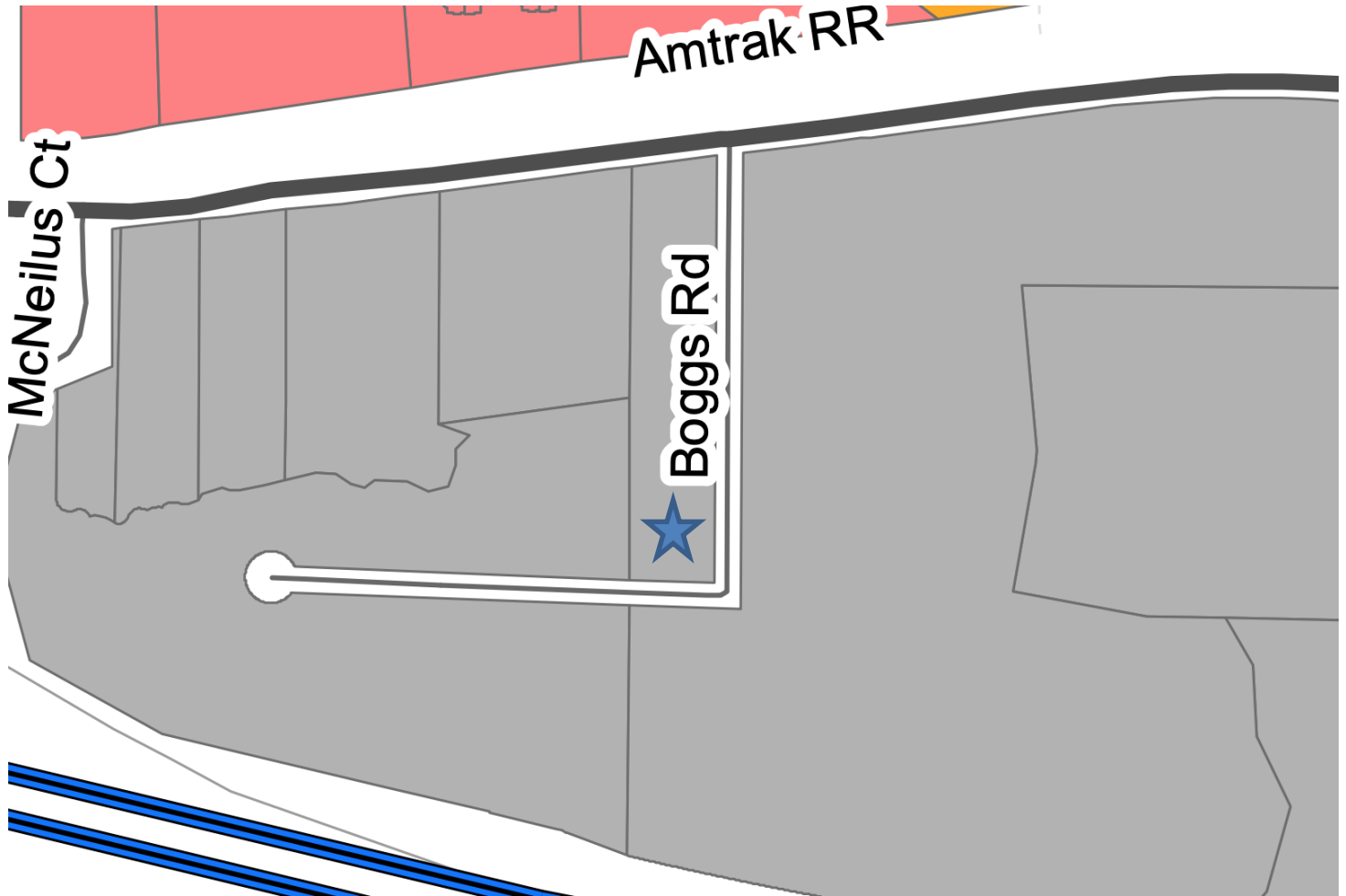
108 Boggs Road (14911 Veterans Memorial Highway)

VA-10-22

July 27, 2022

Page 9 of 10

Villa Rica Zoning Map:





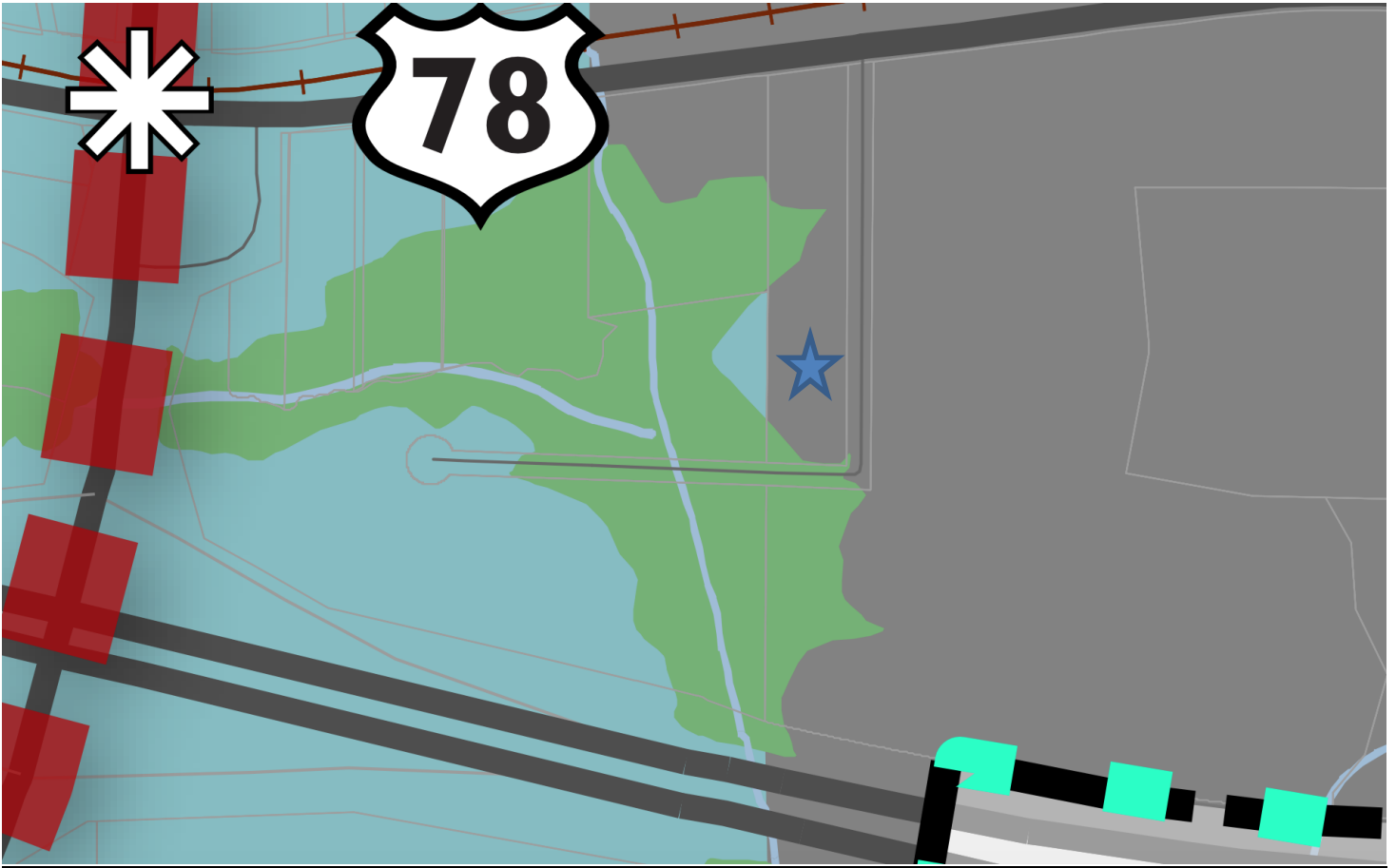
108 Boggs Road (14911 Veterans Memorial Highway)

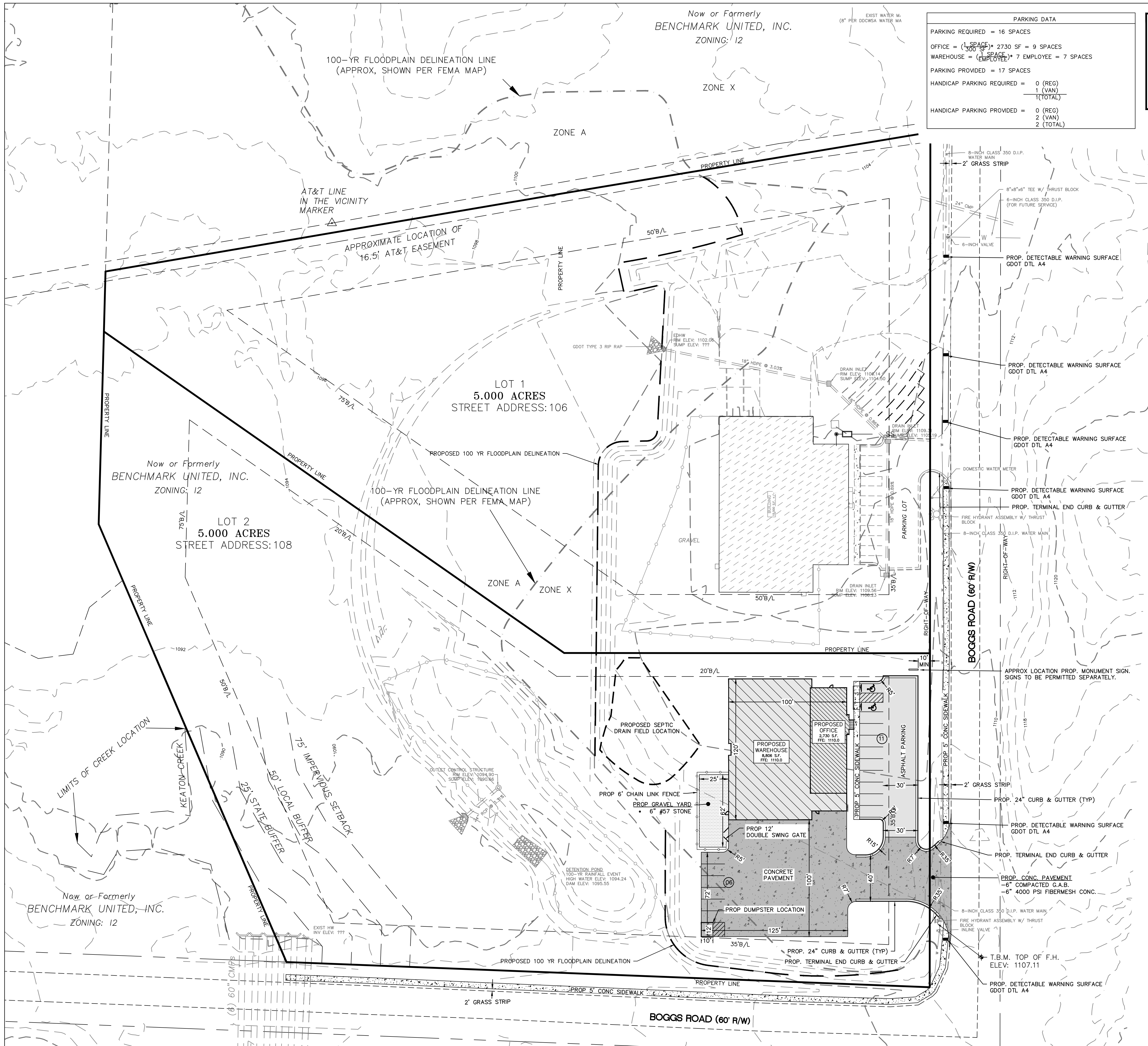
VA-10-22

July 27, 2022

Page 10 of 10

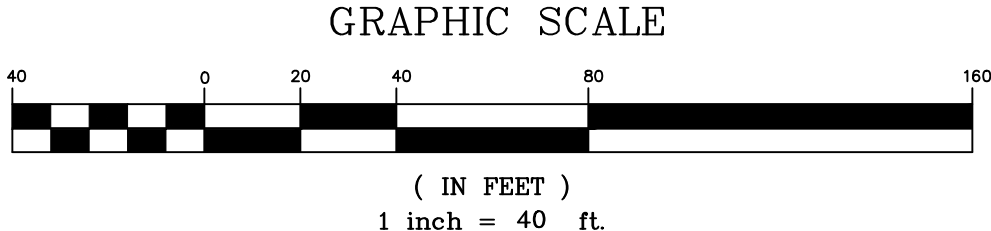
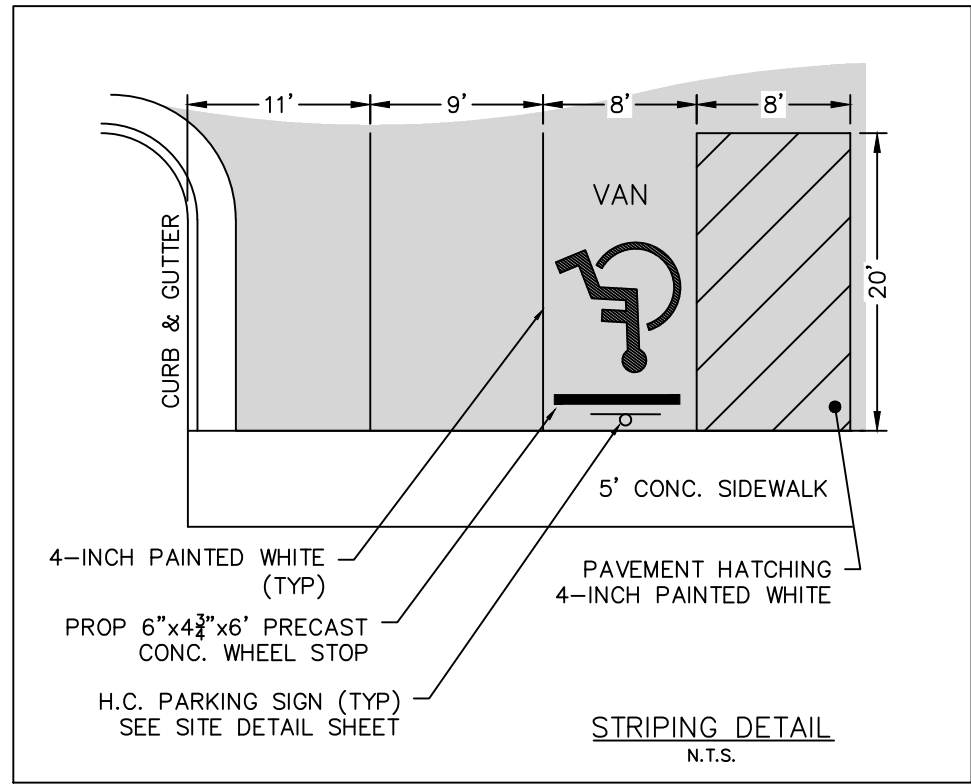
Villa Rica Future Land Use Map:





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 F.I.R.M. PANEL 13045C0157E 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.

LOCATED IN LL 147, DISTRICT 25 SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

JOB #:

211210

SCALE:

1"=40'

DATE:

06/15/2022

DRAWN BY:

AEV

SHEET:

C-1.0



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

8-9-22 UPDATE: The applicant has requested removal of one variance request from Section 9.04(6)(b). The applicant has updated the site plan to reflect this change. Red Text below is not for consideration.

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.~~



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

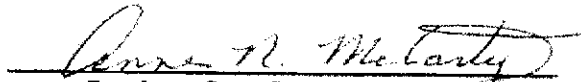
Deed Book/page: 318/903

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.

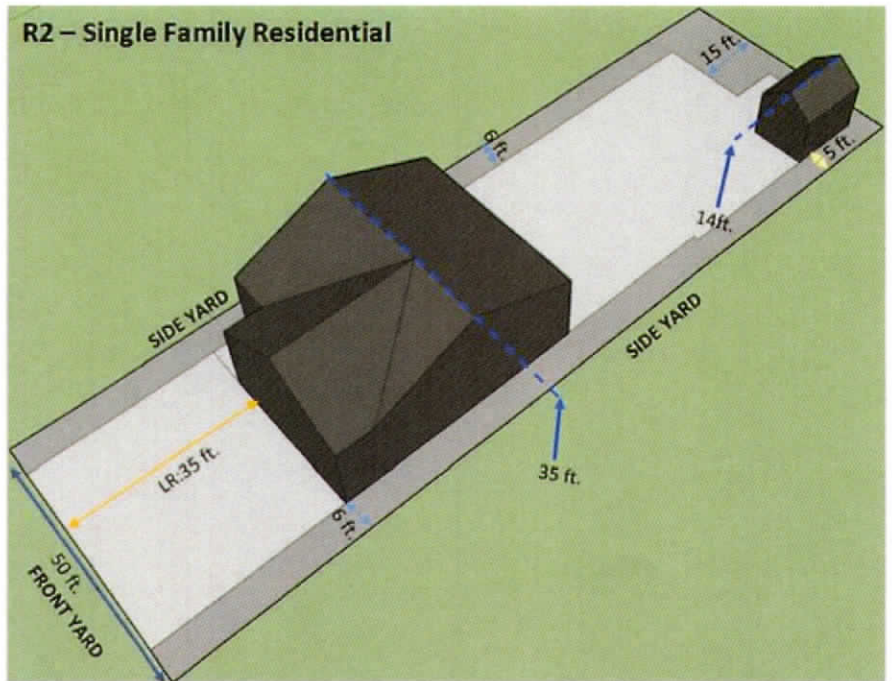
- On corner lots, the side yard setback of the secondary roadway frontage, based on the orientation of the façade with the primary entrance, shall be fifteen (15) feet in single-family residential zoning

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.



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.
- 2) Age of Manufactured Home
 - 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

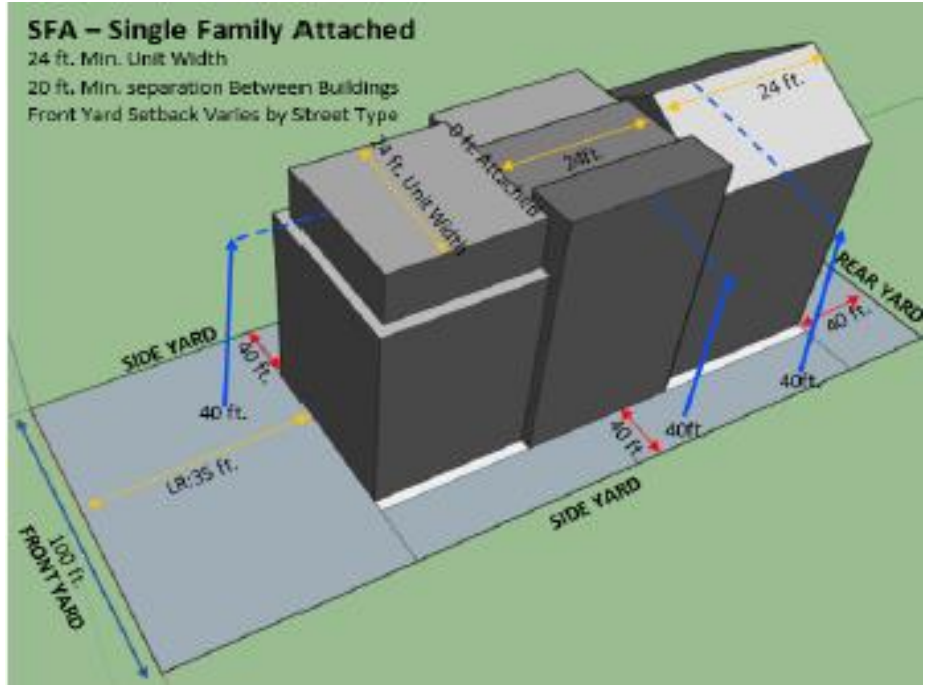
(MA) Minor Arterial

(RC) Minor Collector

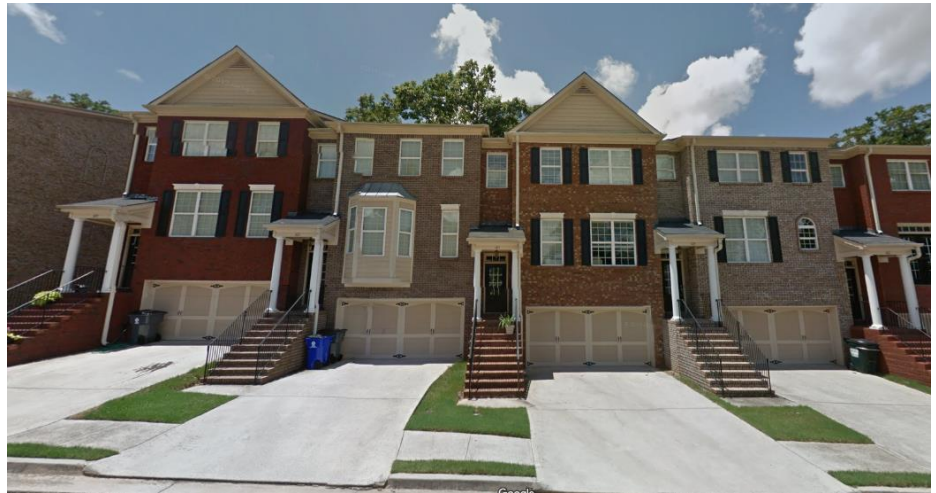
- 1) See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- 2) Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- 3) On corner lots, the side yard setback of the secondary roadway frontage, 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: 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
FINANCIAL UPDATE
June 2022

CASH

	06-30-2021	06-30-2022
Total Cash & CD	\$ 25,912,607	\$ 29,197,105
General Fund	\$ 9,756,930	\$ 9,644,048
Water/Sewer Fund	\$ 5,782,660	\$ 7,116,979
Sanitation/Solid Waste	\$ 103,751	\$ 240,245
2015 Carroll SPLOST	\$ 2,253,672	\$ 1,188,701
2016 Douglas SPLOST	\$ 2,459,364	\$ 2,847,064
2021 Carroll SPLOST	\$ 4,561,951	\$ 5,806,824

SELF-FUNDED INSURANCE

BANK BALANCE **\$1,085,032**

Contributions		Expenses		Savings
Employer + Employee		Admin + Claims Paid		Difference
Oct - Dec '21	523,570	Oct - Dec '21	455,990	67,580
Jan - Mar '22	535,835	Jan - Mar '22	409,089	126,746
Apr - May '22	358,387	Apr - May '22	205,677	152,710
Jun '22	176,473	Jun '22	219,387	(42,914)
TOTALS	\$ 1,594,265	\$ 1,290,143		\$ 304,122

Hotel / Motel Tax

	June 2021	June 2022	
	YTD Amount	YTD Amount	
Oct - Dec	\$ 25,101	\$ 40,812	63%
Jan - Mar	65,876	97,461	48%
Apr - May	55,917	73,369	31%
Jun	32,688	39,829	22%
	\$ 179,582	\$ 251,471	40%

GROWTH

	June 2021		June 2022	
Residential	#	YTD Amount	#	YTD Amount
Building Permits	74	\$ 239,773	65	\$ 86,913
Water Taps	50	\$ 75,000	67	\$ 100,500
Sewer Taps	80	\$ 320,000	67	\$ 268,000

OTHER HIGHLIGHTS

	June 2021	June 2022
	One Month	One Month
Carroll Co Sales Tax	\$ 158,952	\$ 180,981
Douglas Co Sales Tax	\$ 143,395	\$ 155,173

BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER	June 2021	June 2022
Water Revenue	\$ 2,599,583	\$ 2,591,358
Sewer Revenue	3,352,419	3,396,500
Water & Sewer Taps	655,900	767,350
Misc. Revenue	296,832	166,619
Transfers In	7,651	6,002,008
Total Revenue	\$ 6,912,385	\$ 12,923,835
Utility Administrator	\$ 281,923	\$ 342,739
Sewer Expenses	1,083,516	1,599,781
Water Expenses	863,062	993,480
Dist./Coll. Expenses	637,094	691,242
Interest/Fiscal Agent Expense	2,000	2,063
Depreciation	1,221,080	1,246,500
Transfers Out - Debt Service	2,030,898	1,828,941
Transfers Out - General Fund	888,859	982,303
Total Expenses	\$ 7,008,431	\$ 7,687,049
Net Income (Loss)	\$ (96,046)	\$ 5,236,786

**SANITATION/
SOLID WASTE**

	June 2021	June 2022
Sanitation Revenue	\$ 720,002	\$ 794,243
Solid Waste Revenue	328,529	333,299
Transfers In/Misc.	13,886	32,112
Total Revenue	\$ 1,062,417	\$ 1,159,654
Sanitation Expenses	\$ 645,915	\$ 673,486
Solid Waste Expenses	287,938	323,057
Depreciation	47,818	48,750
Transfers Out - General Fund	75,636	45,046
Total Expenses	\$ 1,057,307	\$ 1,090,339
Net Income (Loss)	\$ 5,111	\$ 69,315

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