

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

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

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

September 13, 2022 | 10:00 AM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Carroll Tomorrow Presentation by Karen Handel, President/CEO
2. Amendment to Special Requirements for Package Distilled Spirits Licenses (C. David Mecklin, City Attorney)
3. Intergovernmental Agreement for Special Local Option Sales Tax Distribution - Douglas County (C. David Mecklin, City Attorney)

B. Community Development (Tracy Jarvis, Director)

1. ALT-01-22 - Extension of Rezoning for 55 and 63 Goldworth Road - Avemore (RA-06-18) and Public Hearing (Ron Johnson, Planning and Zoning Specialist)
2. VA-12-22 - 105 West Church Street - Variance to Permit Residential Units on the Ground Level in the Commercial Mixed-Use Zone and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

C. Human Resources (Lena Taylor, Director)

1. Modification of Allied Plan Document (Wendell Strickland, Strongside Solutions)

D. Public Works (Bobby Elliott, Director)

1. Purchase of 3 New 2023 Trucks for Water Distribution and Wastewater Treatment Plant Use (Charles Davis, Deputy Director of Public Works)
2. South Dogwood Street Sidewalk Project (Tom Barber, City Manager)
3. Electronic Message Boards for Mirror Lake Boulevard and Punkintown (Tom Barber, City Manager)
4. Considerations of Adding Speed Humps as Traffic Calming Devices on Cleghorn Street and South Dogwood Street (South of Hwy 78) - (Tom Barber, City Manager)

E. Utilities (John Bain, Director)

1. Upgrade All Existing SCADA units in the Distribution System to Cellular Service (Erin Lewis, Water Treatment Plant Manager)
2. West Plant Station Pump Repair (Erick Broz, Wastewater Manager)

3. Lift Station Supervisory Control and Data Acquisition (SCADA) Upgrade (Erick Broz, Wastewater Manager)

F. Finance (Jennifer Hallman, Finance Director)

1. Low Income Household Water Assistance Program Agreement
2. FY22 Budget Amendments #305 - #311

G. City Manager (Tom Barber)

1. Temporary Signage for "A Taste of Villa Rica" Event
2. Set Dates for 2022 Cleanup Week
3. Resolution of Support - Reconnecting Communities Pilot (RCP) Program Grant Application and 20% Match Commitment (Chris Montesinos, Director of Special Projects)
4. Resolution of Support - Railroad Crossing Elimination (RCE) Grant Application and 20% Match Commitment (Chris Montesinos, Director of Special Projects)

H. Public Comment



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Special Requirements for Package Distilled Spirits Licenses

AGENDA DATE: September 13, 2022

DATE PREPARED: August 22, 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's current Package Distilled Spirits License Ordinance currently contemplates that all of the initial licenses for distilled spirits package sales would be issued during the initial round of licenses. The mechanism for award of licenses beyond the initial round of license issuances is not clear. The City wishes to provide that should any license in a particular district become available that there will be a process in place to award that license.

The process would involve the City setting a deadline by which all applications for the open license must be submitted. If multiple applications for the open license are received within the application period, then the City would conduct a lottery to select who the license would be awarded to.

This process will mirror the initial application process so that any applicant may at least have an opportunity to apply and receive the open license.

MOTION: I move to approve the amendment to Section 4-402. Number of distilled spirits retail licenses permitted: (e) as attached hereto.

CITY OF VILLA RICA
ORDINANCE

BE IT hereby ordained by the Mayor and Council of the City of Villa Rica that Section 4- 402.(e) be deleted and replaced with the following language:

(e) For the initial issuance of licenses pursuant to this section and for the issuance of additional licenses pursuant to subsection (c) above or for any districts for which a license may be available, the city shall by resolution establish a date by which applications for the license must be submitted. The application must be complete to be considered for issuance.

SO ORDAINED this _____ day of _____, 2022.

Gil McDougal, Mayor
City of Villa Rica, Georgia

Attest:

Alisa Doyal, City Clerk



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: September 13, 2022

DATE PREPARED: September 6, 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 current Special Purpose Local Option Sales Tax in Douglas County will expire next year. Douglas County and the municipalities in Douglas County have agreed to place the renewal of the Special Purpose Local Option Sales Tax on the ballot for the general election in November. The County and the municipalities need to enter into an Intergovernmental Agreement to provide for how the funds collected through the Special Purpose Local Option Sales Tax will be distributed amongst the local governments and the purposes for which the funds may be used.

I have attached a proposed Intergovernmental Agreement which sets forth the proposed distribution of Special Purpose Local Option Sales Tax proceeds. You will note that the City of Villa Rica will receive 5.04% of all sales tax proceeds received within Douglas County. These funds are separate and apart from any sales tax proceeds which Villa Rica may receive through a similar Intergovernmental Agreement with Carroll County. The percentage established for Villa Rica in the Douglas County Agreement is slightly higher than the percentage which Villa Rica was receiving under the previous Special Purpose Local Option Sales Tax Agreement in Douglas County.

STAFF RECOMMENDATION: Staff recommends that the Council approve the execution of the Intergovernmental Agreement between the City, Douglas County and other municipalities in Douglas County with regard to the distribution of Special Purpose Local Option Sales Tax.

MOTION: I move to approve the Intergovernmental Agreement for Special Purpose Local Option Sales Tax within Douglas County as attached to this cover sheet.

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, 2023, 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 each calendar year through 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 unfunded by annual payments into the Douglas County Fire Protection Services and Emergency Medical Services Fund (the "Fund") which the County reasonably determines necessary for the provision of fire protection services and emergency medical services 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 of any future SPLOST levied during the term of the Fire and EMS Agreements and shall fund such capital outlay projects in an amount not to exceed the total of \$20,000,000, by making payments from the proceeds from SPLOST proceeds allocated to the City of Douglasville, the City of Villa Rica, and the County in shares based on the population of the unincorporated area of the County and the incorporated areas of the City of Douglasville and the City of Villa Rica. Douglas County, the City of Douglasville, and the City of Villa Rica agree to pay for such capital outlay projects using SPLOST proceeds as set forth in the Fire and EMS Agreements.

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 Clerk 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, and the County shall provide each Municipality a copy of the audit of the distribution and use of the SPLOST proceeds from the SPLOST Fund.

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
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CITY OF AUSTELL:	City of Austell 2716 Broad Street, S.W. Austell, Georgia 30106 Attention: Mayor Facsimile: (770) 944-9173
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CITY OF DOUGLASVILLE:	City of Douglasville 6695 Church Street Douglasville, Georgia 30134 Attention: Mayor Facsimile: (770) 920-0499
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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

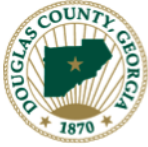
The total revenues from the SPLOST (2022) to be collected over the twenty-four calendar quarters (6 years), beginning on the day following the expiration of the SPLOST presently in effect, is estimated to total \$160,000,000. Except as provided in Section 7 hereof, the County Projects and Municipality 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;			37.2%
(2)	Infrastructure; and			49.8%
(3)	Public Safety			13.0%

EXHIBIT B

Form of Referendum Resolution



DOUGLAS COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM REQUEST

Department: Legal

Submitted By: Lisa Watson, County Clerk

Action Name: Approval of an Intergovernmental Agreement with the City of Douglasville, City of Villa Rica and City of Austell for 2023 SPLOST.

Date Submitted:

Commission Meeting Date: September 6, 2022

Adopted

THE ITEM IS FOR:

Work Session Agenda: Yes

Commission Meeting Agenda: Yes

Category: Action Item

Background/History/Details:

Legal Review Required: yes

Budget Impact:

County Administrators Comments:



CITY OF VILLA RICA

City Council Packet

SUBJECT: ALT-01-22- Extension of Rezoning for 55 and 63 Goldworth Road - Avemore (RA-06-18)

CITY COUNCIL AGENDA DATE: August 31st, 2022

DATE: September 13th, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The applicant, Winchester Real Estate Investment Company, seeks an extension of the rezoning for Avemore from Rural Development (RD) to Planned Development (PD) and its successor zone, Planned Unit Development (PUD).

BACKGROUND: The City Council approved the Avemore project at 55 and 63 Goldworth Road in 2018 with a total of 250 single-family units and 325 multi-family units, along with a host of other uses, including independent living, memory care, and live/work space. In 2021, the City Council approved an additional 290 units of senior housing with a minimum age of fifty-five (55). The applicant is returning to extend their zoning approvals for another year as specified in the original and subsequent conditions placed on the application.

From 2019-2021, the applicant returned to the City Council for similar extensions, which were granted. A zoning book was submitted in 2019 and at that time the Council removed the restrictions on the community to provide only “55 and up” housing, and a stub road to Charleston Place.

The applicant has not completed all conditions specified by Council as highlighted below:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
2. Maximum number of single-family units: 200 units
3. Maximum number of multi-family units: 300 units
4. Maximum number of senior housing (55+) units: 290
5. Permitted Commercial uses to be limited to:

- a. Retail offering common merchandise 100,000 square feet or less
- b. Office, Business, and Professional
- c. Bank or Financial Institution, Full Service
- d. Veterinary Clinic/Animal Care Facility
- e. Restaurant, Non-Drive-In
- f. Barber Shop/Beauty Shop
- g. Laundry, Pick up and Dry Clean Services
- h. Florist Shop
- i. Grocery/General Merchandise Store
- j. Bakery/Pastry Shop
- k. Museum
- l. Art Gallery
- m. Library
- n. Cinema/Movie Theater
- o. Athletic/Health Club Facilities
- p. Clinic, Public or Private
- q. Hospital, Health, and Medical Institution
- r. Horticultural Gardening
- s. Nursery and Greenhouse

6. Commercial uses requiring a conditional use permit to be limited to:

- a. Church
- b. Assembly Hall, Civic Center

7. Zoning book, phasing plan, parking location detail for all uses, updated economic analysis, updated review letter from Three Rivers Regional Commission, updated traffic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan.

8. Submit application to nominate Williams-Mitchell Farm and Camp Lucretia as local, state and national historic properties/landmarks.

STAFF RECOMMENDATION: Staff recommends denial of the proposed extension

PLANNING COMMISSION: N/A

MOTION:

- (1) I move to deny an extension to the Avemore rezoning.
- (2) I move to request staff to amend the Official Zoning Map in order to revert the zoning of the subject properties from the PUD Zone to the Single-Family Agricultural (AG) Zone.



Planning & Zoning

Community Development Department

RA-06-18

Council Ward: 2

Planning Board Member: Kurt Kraft

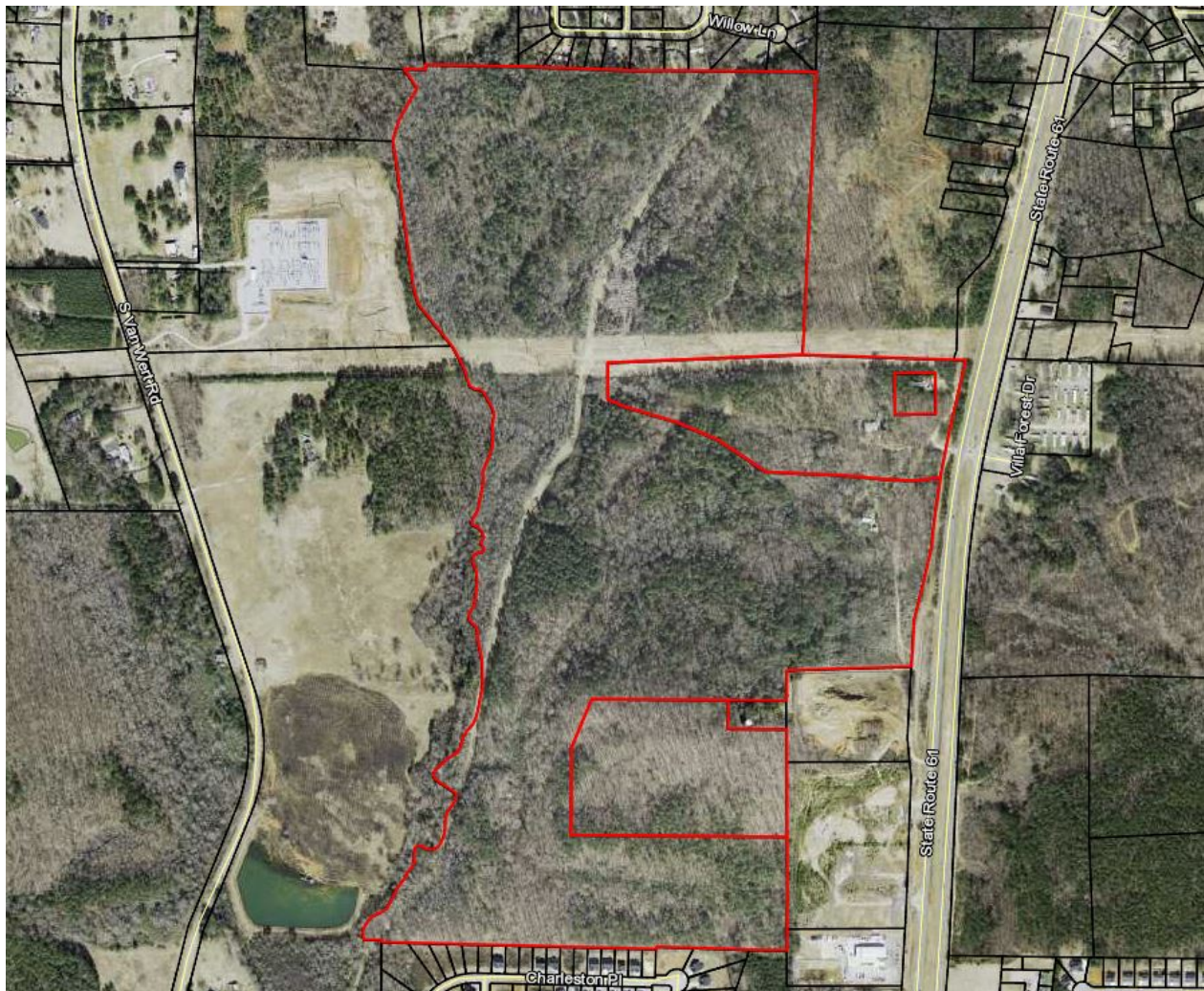
City Council Member: Matt Momtahan

Public Hearing Dates

Planning Commission: August 3, 2019

City Council: August 27, 2019

Request: Planned Development (PD) concept plan approval for a mixed use, life plan community.



Applicant: Winchester Real Estate
Investment, LLC
214 Maple Street
Villa Rica, GA 30180
(478) 737-8279

Acres: 220.38+/-

Current Land Use: Single Family
Residential/Undeveloped

Future Development Character Area:
Suburban Village/Commercial Corridor

Parcel Number(s): V07 0140004, V07 0140003, V 07 0140151

Location: 55 and 63 Goldworth Road, Villa Rica, Georgia 30180, in Land Lot 99 of the 6th District of Carroll County.

Project Description:

The applicant is requesting Planned Development Concept Plan approval for property located at 55 and 63 Goldworth Road currently zoned Rural Development (RD). The proposed use is a mixed-use development with a life plan community.

Proposed Private Improvements

Single Family Residences:	222+/- homes in pocket neighborhoods over 91.01-/+ acres
Two Family Residences:	None
Multi Family Residences:	303+/- units [233 Condominium/Apartments, 8 Live-Work Townhouse Residences, 62 Townhouses]
Commercial:	154,750 Sq. Ft.
Life Plan Community:	35.05+/- acres (as per previous submittal)

Surrounding Properties:

Current Zoning		Land Use
North	Manufactured Home Subdivision (MHS) – Unincorporated Carroll County	Mobile Home Subdivision
East	Rural Development (RD) & General Commercial (GC)- Villa Rica Commercial (C) & Agricultural (A) - Unincorporated Carroll County	Residential and Undeveloped
South	Planned Development (PD)	Single Family Residential
West	Agricultural – Unincorporated Carroll County	Undeveloped

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code, requires all Planned Development Concept Plan applications to be evaluated using the review criteria established for zoning map amendments (Section 2.03.B), the Concept Plan criteria (Section 2.03.C), and major subdivision (Section 2.03.E).

Zoning Map Amendments:

A. Whether the existing zoning was in error at the time of adoption.

It does not appear that the existing Rural Development (RD) zoning designation is in error.

B. Whether the proposed change is consistent with, and in furtherance of, the implementation of the goals and objectives of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code and other city regulations and guidelines.

Future Land Use Map

The subject properties are currently located within City limits. The Future Land Use Map designations in the surrounding area are Suburban Village and Commercial Corridor.

Relation to the Comprehensive Plan Policies:

Development Patterns

DP Goal 4: Support mixed use development

Social and Economic Development

SED Goal 2: Protect and enhance existing neighborhoods while supporting a diverse array of housing options to accommodate future growth

SED Goal 3: Create employment opportunities within the city and expand business diversity

Economic Development

ED-1e: Encourage regional commercial development to occur within close proximity to freeway interchanges to promote regional commerce

- C. *Whether there is a community need for and benefit from the proposed rezoning; or***
Rezoning the property to Planned Development (PD) is a benefit to the community as the proposed use is to provide single family and multi-family residential, commercial, and a life plan community. The applicant describes the life plan community as being the central core of the development, which includes independent living, assisted living, memory care, and skilled nursing.

Population projections from the Comprehensive Plan indicate that Villa Rica has a growing population of individuals age 55 and above. Additionally, the Plan identifies that seniors will need more attached and communal housing types and increased medical services. Developments such as this will serve the demands of this growing population.

- D. *Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed; or***

The proposed rezoning is not consistent with the character of the area. The surrounding area is mostly undeveloped and rural. There are some single-family residential communities in the immediate vicinity, but development along this portion of Highway 61 is very sparse. However, the 2018-2038 Comprehensive Plan Update designates the future development of this area as "Suburban Village" and "Commercial Corridor", as the properties have frontage along Highway 61. Primary future land uses in "Suburban Village" include single-family and multi-family dwellings, senior/assisted living facilities, conservation subdivisions, clustered neighborhood commercial/small-scale mixed use, and areas of civic benefit. The "Commercial Corridor" future development character area encourages a mix of uses, so as to avoid strip, commercial development. The proposed development demonstrates adherence to some of the core objectives of these character areas.

- E. *Whether the proposed zoning is compatible with the zoning and uses of property nearby; or***

The proposed zoning designation is compatible with Charleston Place Subdivision to the south of the site only, as both would be Planned Unit Developments, however the proposed Planned Unit Development Zoning is not consistent with other surrounding zones, which

consist of Rural Development (Villa Rica), Agricultural (Carroll County), General Commercial (Villa Rica), Manufactured Home Subdivision (Carroll County) and Commercial (Carroll County). While the Manufactured Home Subdivision, Agricultural and Rural Development Zones permit single family detached homes, the density of which are not compatible to the proposed development.

Certain proposed uses on the subject property are compatible to the uses in the surrounding area as they consist of single-family detached homes, open space/undeveloped lots and retail. However, the multi-family and life plan community are not compatible with surrounding land uses. There are no mixed-use developments in the immediate vicinity. Most of the parcels have a singular use or are undeveloped.

F. Whether the existing zoning is suitable for the development of the uses authorized under the existing zoning classification, will be conducive to proper community planning, and is a logical extension of an existing urban area or growth center; and

The existing zoning would be suitable for Rural Development for residential and agricultural uses. The site was previously used as a single family residence, and dairy farm. The dairy farm, Williams-Mitchell Farm, is currently on the National Register of Historic Places. However, because the parcel is in close proximity to Highway 61, it is a logical extension of an existing urban area. Additionally, the Future Development Map supports a mix of land uses along this portion of Highway 61.

G. Whether the public and community facilities, which may include, but are not limited to, sanitary and storm sewers, water, electrical service, police and fire protection, schools, parks and recreation facilities, roads, libraries, and solid waste collection and disposal, are available and adequate to serve uses authorized under the proposed zoning; and

The subject property is currently provided with community facilities such as water, roads, and solid waste, however, the existing sewer line and regional network are inadequate to support the proposed development. Bay Springs Creek runs through the parcels, from north to south. An existing sewer line is located in the creek, but significant modifications for the downstream collection system is necessary. Significant upgrades will have to be made by the applicant and City of Villa Rica, which include the collection lines, lift stations, and force mains. The future infrastructure needs of the development will be assessed and addressed should the project moves forward.

H. Whether the authorized uses will not adversely affect the capacity or safety of the street network in the vicinity of the property; and

The site plan indicates ingress and egress will occur from two driveways into and out of the site. The applicant previously submitted a traffic impact study with the original concept plan application in December 2018, indicating potential traffic flows and recommends several upgrades to Highway 61 to accommodate traffic. The report recommends for one traffic drive to be signalized at the cross intersection with Highway 61, whereas the other driveway is recommended to have a right turn only from the site, an acceleration and deceleration lanes on Highway 61 and a left-hand turn lane on Highway 61 NB. The existing signalized intersections on Highway 61 are not proposed to drop in queue grade from their existing capacity.

I. Are there potential environmental impacts (e.g., excessive storm water runoff, water pollution, air pollution, noise pollution, excessive lighting, or other environmental harms) of authorized uses will be mitigated.

Based on the City's and County's available maps, there are wetlands that run through the southern portion of the property; however, the concept plan indicates that no development activity will occur in those areas. Should the zoning be approved, Staff will review all site plans for compliance with local and state guidelines for water bodies.

Concept Plan Criteria:

A. Consistency – The development design is consistent with the purposes of the Planned Development (Section 2.03.C.1) and Comprehensive Plan goals and policies

The Planned Development provides design flexibility not available through strict interpretation of the standards established in the Unified Development Code. The project demonstrates some consistency with the Comprehensive Plan goals and policies, in particular, with future development along the Highway 61 corridor and mixed use objectives. However, at the Concept Plan phase of the application, it is unclear if the development meets the criteria outlined below.

B. Design – The development is designed and phased to make efficient use of existing infrastructure, have lower traffic volumes or contribute to better mobility than would conventional development, provide more usable public or private open space or other recreational amenities than conventional development, and provide needed housing choices

More efficient infrastructure – It is unclear if the development provides more efficient infrastructure. The concept plan does not provide the level of detail necessary to draw conclusions regarding efficiency. The compact nature of the proposed pocket community should facilitate a decreased burden on traffic throughout the inside of the proposed neighborhood. However, significant upgrades to the existing sewer line and Highway 61 will have to be installed to accommodate the increased demand on the existing infrastructure.

Reduced traffic demands – Based on the traffic impact study submitted by the applicant, the proposed development will generate 10,890 daily trips (based on 161 single family homes and 328-348 multi-family units in the previous submittal). Therefore, it is most likely that the project will increase traffic demands.

More usable public or private open space – The topography in the project area is very severe, with varying elevations that can be steep in certain areas. The applicant describes a 16-acre conservation easement that will be accessible via walking trails, but this area is not a part of the overall development, and should not be considered with the application. Additionally, some open space and easements will have to be provided around the Bay Springs Creek area. The Gold Nugget Trail has a proposed route along the Creek, as well.

Recreational amenities – The applicant describes a number of recreational amenities that will be available to residents of the Avenmore community. These include an observation tower, picnic area, swimming pool, water feature, extensive walking trails, volley ball court, and public amphitheater. Additionally, the Williams-Mitchell Farm is located on site, which is on the National Historic Register of Places. The applicant proposes to restore the farm, as well as install Camp Lucretia historic monuments. Camp Lucretia began in 1936 as a part of the Civilian Conservation Corps (CCC) during the Great Depression.

Housing Choices – The applicant is proposing 222+/- single family homes and 303+/- multi-family units. The single-family residences will range in size from 800 to 2,800 square feet. It appears the residential portion of the life plan community is intended strictly for seniors, and

not intended for all populations. Additionally, the housing design is very atypical, in regards to size, of residential developments currently found in the city and surrounding areas. The Unified Development Code sets minimum floor areas for Type I single family residential at 1,500 square feet, and Type II at 1,230 square feet. The Type II single family designation is prescribed more for townhouse-type developments. Typically, an applicant must submit a preliminary plat for the single family residential portion of the development to delineate the parcels. The applicant was unable to provide a preliminary plat at this phase of application.

Table 5-3 Single-Family Dwelling Appearance Standards

	TYPE I	TYPE II
Minimum roof pitch	6/12	6/12
Minimum number of roof planes per unit	6	4
Minimum floor area	1,500 sq. ft.	1,230 sq. ft.
Minimum net percentage of rock or brick, (see Sec 5.21.B.2)	25%	25%
Allowable unit types are established in Article 3 zoning district design standards		

C. Benefits – The development will provide long-term benefits to the neighborhood in which it is located and the community as a whole.

The development proposes to preserve two historically significant areas (the Williams-Mitchell Farm and Camp Lucretia), provide walking trails, as well as, connect with the recently adopted Gold Nugget Trail, and provide a mix of uses. As proposed, it appears that the Concept Plan will provide a number of benefits to the community.

D. Standards – The development complies with the zoning district standards in Article 3 of this Code

It is unclear if the development complies with all the zoning district standards in Article 3. Neither the commercial, residential, or institutional areas have been appropriately delineated to make this determination. However, the Planned Development process allows some flexibility as it applies to the standards set forth by Article 3 of the Unified Development Code.

Major Subdivision:

A. Consistency of the proposed project with the goals and objectives of the Comprehensive Plan;

The 2018-2038 Comprehensive Plan Update designates the future development of this area as “Suburban Village” and “Commercial Corridor”, as the properties have frontage along Highway 61. Primary future land uses in “Suburban Village” include single-family and multi-family dwellings, senior/assisted living facilities, conservation subdivisions, clustered neighborhood commercial/small-scale mixed use, and areas of civic benefit. The “Commercial Corridor” future development character area encourages a mix of uses, so as to avoid strip, commercial development.

B. The consistency of the proposed subdivision with applicable zoning of the property

The applicable Planned Development zoning designation allows some flexibility in regards to the layout and densities of the subdivision. The submitted application proposes four general residential districts envisioned throughout the property, each one located at the four

primary property corners. The Pocket Community Design concept describes a cottage community that includes eight (8) cottages on a 2/3-acre plot. The home sizes in the cottage community would range from 800 to 2,800 square feet. The average lot size at eight (8) cottages per 2/3-acre plot would be approximately 3,630 square feet. Below is a table describing the low to high housing densities prescribed in the 2018-2038 Comprehensive Plan Update, in relation to the Avenmore project.

	DENSITY	AVERAGE LOT SIZE
LOW	1 to 2 units per acre	21,780 to 43,560 sq. ft.
MODERATE	4 to 8 units per acre	10,890 to 5,445 sq. ft
HIGH	8+ units per acre	Less than 5,445 sq. ft
AVEMORE	Approx. 12 units per acre	Less than 3,630 sq. ft.

C. The consistency of proposed public improvements with the existing and planned development within and surrounding the proposed subdivision

The applicant's proposed public improvements include upgrades to the transportation network along Highway 61, as well as utility/infrastructure services. Improvements to Highway 61 will have to be consistent with standards established by the Georgia Department of Transportation. The traffic study submitted with the application details some of these proposed improvements. Significant upgrades will be required for the existing sewer line that runs along Bay Springs Creek, due to the intensity of the project. Additionally, the applicant proposes extensive walking trails throughout the community. The City of Villa Rica recently adopted Gold Nugget Trail, a portion of which will be located along Bay Springs Creek. The applicant proposes to connect the walking trails to the adopted Trail plan.

D. The suitability of the proposed project for the site

The project appears to be suitable for the site, as it shows consistency with Comprehensive Plan. The project area has a future development designation of "Suburban Village". The Suburban Village is characterized by a mix of uses, including commercial and residential.

E. The availability and adequacy of required public and community facilities, utilities and services to serve the proposed project. These may include, but are not limited to, sanitary and storm sewers, water, electrical services, police and fire protection, schools, parks and recreation facilities, roads, and others, as applicable;

The subject property is currently provided with community facilities such as water, roads, and solid waste, however, sewer facilities are severely inadequate to handle the proposed development. Bay Springs Creek runs through the parcels, from north to south. An existing sewer line is located in the creek. This sewer line will require significant upgrades by the applicant to support the proposed uses.

F. The extent to which the proposed project would adversely affect the capacity or safety of that portion of the street network influenced by the use

The traffic study submitted by the applicant during the first concept plan approval process anticipated 10,890 daily trips generated by the completed development. This was based on 161+/- single family homes, 328-348 multi-family units, a 35-acre life plan community, and 24 acres of commercial uses. Based on the existing and proposed conditions, the traffic study makes a number of recommendations, including the following:

- The Avenmore community should have two points of access at Highway 61.

- Driveways should be spaced at least 400 feet apart.
- The intersection of Highway 61 and driveway #1 should operate as a signalized intersection.

Based on the anticipated daily trips and the recommendations of the traffic study, this project will adversely affect the capacity and safety of the existing street network as constructed today without the improvements listed above.

G. The environmental impacts that the proposed project will generate

Should the zoning be approved, Staff will review all site plans for compliance with local and state guidelines for any environmentally-sensitive areas.

Staff Comments:

The applicant is requesting a rezoning of the subject property from Rural Development (RD) to Planned Development (PD). The submitted Planned Development Concept Plan proposes a mixed use, life plan community over a 220.38-acre site. Based on the previous submittals, the life plan community component will consist of 100 independent living participants, 60 assisted living participants, and 30 memory care participants, along with a proposed second phase of the community would provide space for 100 skilled nursing care patients. There are considerable amenities described in the application, including walking trails, amphitheater, community transportation system, pool, and gym. The commercial district of the development proposes a grocery store, restaurants, office space, and medical offices. The residential district proposes 222+/- single family homes, and 303+/- multi-family units throughout the community. Housing sizes within the single-family district will range from 800 square feet to over 2,800 square feet.

Staff was unable to make determination on a number of factors based on the application provided. In particular, the following was not included in the application:

1. Location of existing and proposed sanitary sewers (not provided due to presumed cost of utility plan)
2. Proposed size and location of all buildings and all off-street parking areas (not provided because architectural plans not completed)
3. Development of more than ten acres shall indicate whether portions of the total land area will be phased (phasing cannot be determined until after the utility plan is completed and until after the entire property design is completed)
4. If subdivision of land is required, the applicant shall submit a preliminary plat prepared in accordance with all application requirements (not provided)

In addition, the following information should be clarified by the applicant as there have been considerable changes from the previous submittals to the current concept plan:

1. The number of acres within the development specified on page 6 of the master plan document (213.7 acres) is different than the number on the application and on the Carroll County Tax Assessor's website (220.38 acres). Clarification is needed.
2. The first approved concept plan indicated a petting zoo as a recreational amenity. This is not included as an option in the new master plan document. The applicant should clarify all recreational amenities to be offered.
3. The number of townhomes and condos on page 14 of the master plan document is different than on page 7 of the document. The applicant should clarify the total number of apartments, condos and townhouses.
4. The number of units for the life plan community should be noted in the master plan document. The previous submittal had 100 independent living participants, 60 assisted

living participants, and 30 memory care participants, along with a proposed second phase consisting of 100 skilled nursing care patients. The applicant must clarify how many units in addition to the 303 multi-family and 222 single-family homes are to be produced.

5. The previous concept plan was approved as a 55+ community through City Council-imposed conditions. The current plan does not indicate that the entire community will be 55+ only.
6. The applicant indicated to the Planning Commission on August 3rd, 2019 the potential to relocate the city's water tower on adjacent parcel number V07 014 0410 should the lot be included within the development at a later date, but has not indicated where the tower would be relocated to and what that lot would potentially be used for.
7. The applicant should clarify if an increase or decrease in the amount of square footage of retail space has occurred between the first concept plan and the current concept plan.

As a result, Staff is unable to comment on these elements of the Concept Plan, as this information was not made available.

This project underwent the process for Developments of Regional Impact (DRI) with the Georgia Department of Community Affairs via Three Rivers Regional Commission during the previous concept plan approval phase. The application was submitted on September 26, 2018 and the DRI was completed on October 26, 2018. In addition, the applicant has submitted other documents to supplement the concept plan, including a market analysis and feasibility study, traffic impact study, and wetlands summary. This information may need updating provided that the number of single-family homes, multi-family units, square footage of retail and potentially the number of life plan community units have fluctuated.

The Planned Development (PD) process has two components; one for the Concept Plan and the other for the Final Development Plan.

The application is currently in the Concept Plan phase. The Concept Plan will have to be approved by the Planning Commission and then the City Council. A PD Concept Plan constitutes a major step in the review process and provides general information about the land uses, development patterns, intensities, and street patterns in the proposed Planned Development.

The second step is the Final Development Plan phase. The Final Plan is approved in conjunction with the rezoning, proposed development phasing and final subdivision plat. The Final Development Plan, together with the development schedule and Final Plat, shall act as the blueprint for development of a Planned Development project over the length of time the project is developed. The Final Development Plan and Final Plat refine the information submitted during the Concept Plan stage. This is a separate application process that has to be approved by the City Council. The Final Development Plan will be reviewed for substantial conformance with the Concept Plan, as well as the review criteria for rezoning and major subdivision. In order to be within substantial conformance of the Concept Plan, the final plan application cannot:

1. Increase the proposed gross residential density or intensity of use;
2. Increase the proposed ratio of residential units to non-residential square footage;
3. Involve a reduction of the area set aside for common space or the substantial relocation of such area;
4. Substantially increase the floor area proposed for non-residential use; or
5. Substantially increase the total ground areas covered by buildings or involve a substantial change in the height of buildings.

Staff also reviewed the previous set of approved conditions as well as the previous Staff Report from the December 2018 approval and no longer recommends the entire development to be restricted to ages 55 and up, nor recommends the list of permitted and conditional uses from the previous approval. This development is niche in nature and the pool of interested purchasers/renters in the development may be too small to ensure a successful development through the phasing. The life plan community is the only section that is recommended to be 55 and up at this time. All residential/nonresidential land uses that are allowed in the proposed zoning ordinance is recommended to be permitted within the development unless otherwise omitted. All uses are subject to the discretion and approval of the City Council. Once uses are approved by the Council, they are granted by right. All land uses proposed in a Planned Unit Development must be compatible with the intent of the Comprehensive Plan and the characteristics of surrounding land uses and zoning districts.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

To be submitted and approved within six (6) months of Planned Development Concept Plan approval:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c. Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.
6. The applicant/developer must follow all zoning tabulations and design-based representations as presented in the accompanying document titled "Avenmore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on August 15, 2019; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

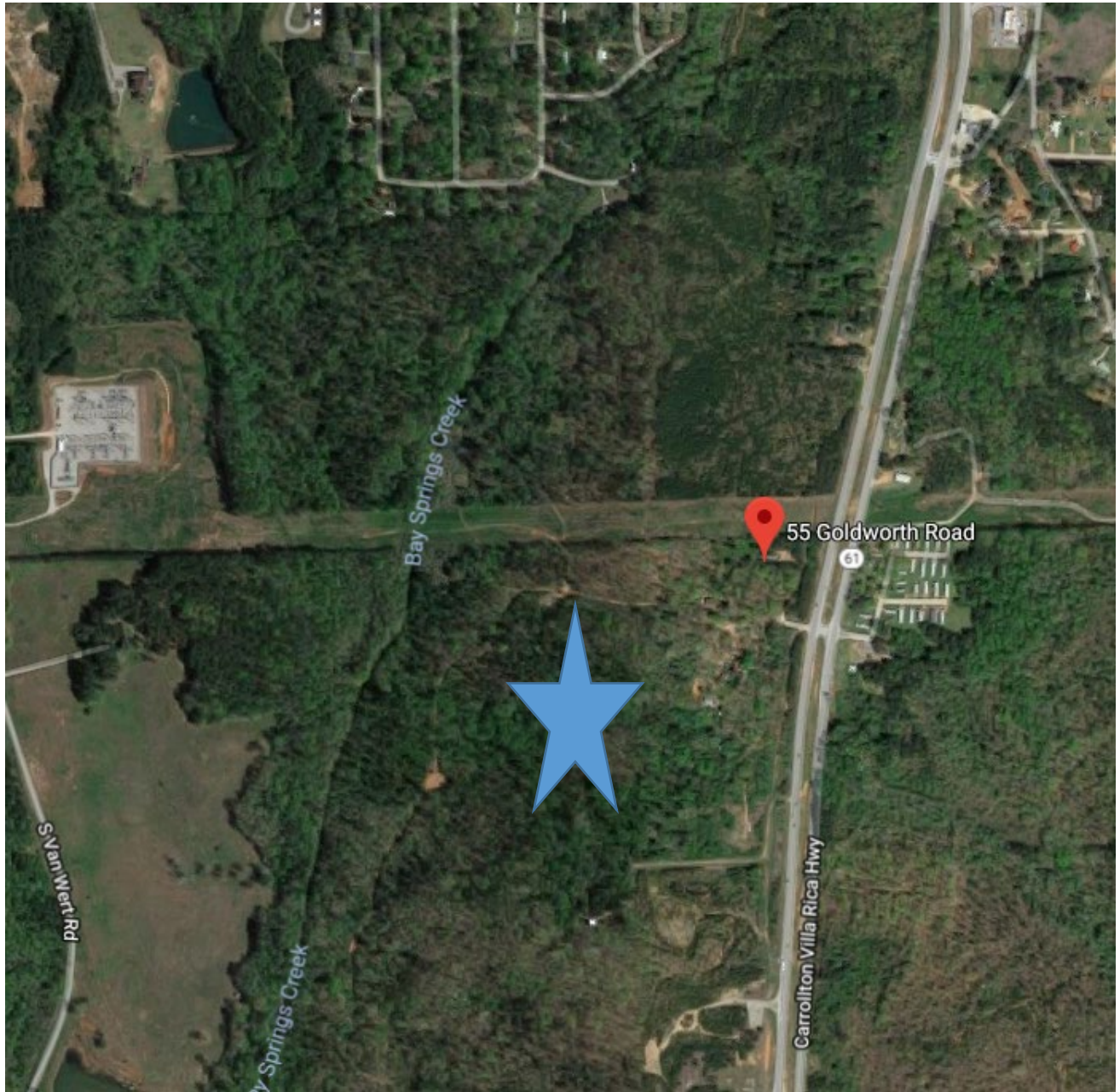
In response to the public notifications, five residents within the surrounding neighborhoods have contacted the City at the time of this staff report. Of which, two were in favor and three were against the development. Only one resident lived within the city limits of Villa Rica and was in favor of the development.

Office of Community Development

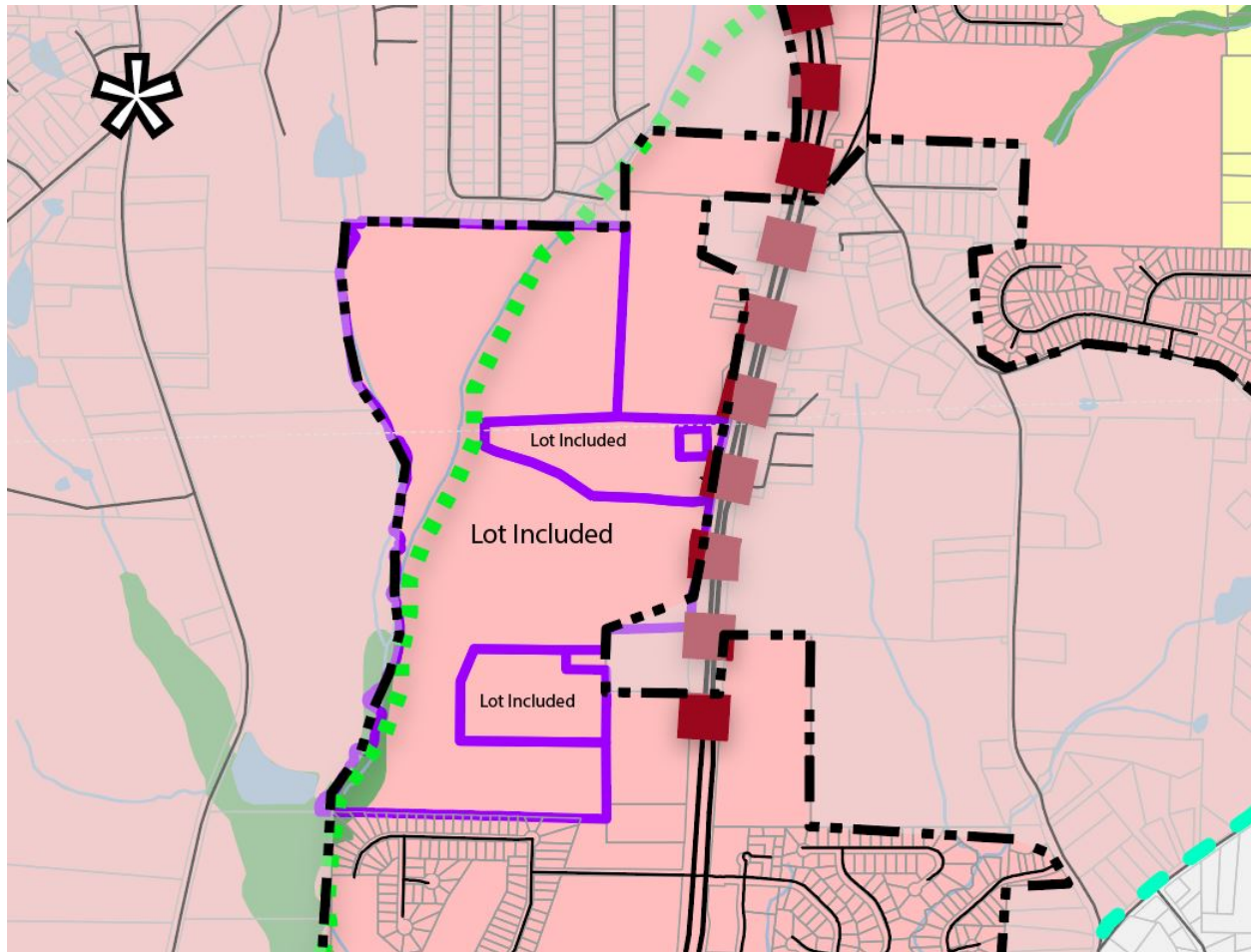
Attachments:

1. Application
2. Campaign Disclosure Statement
3. Letter of Intent
4. Property Owner Authorization
5. Warranty Deed
6. Property Plat
7. Location Map
8. Site Photos
9. Future Land Use Amendment Report

Aerial View



Future Development Map



CHARACTER AREAS

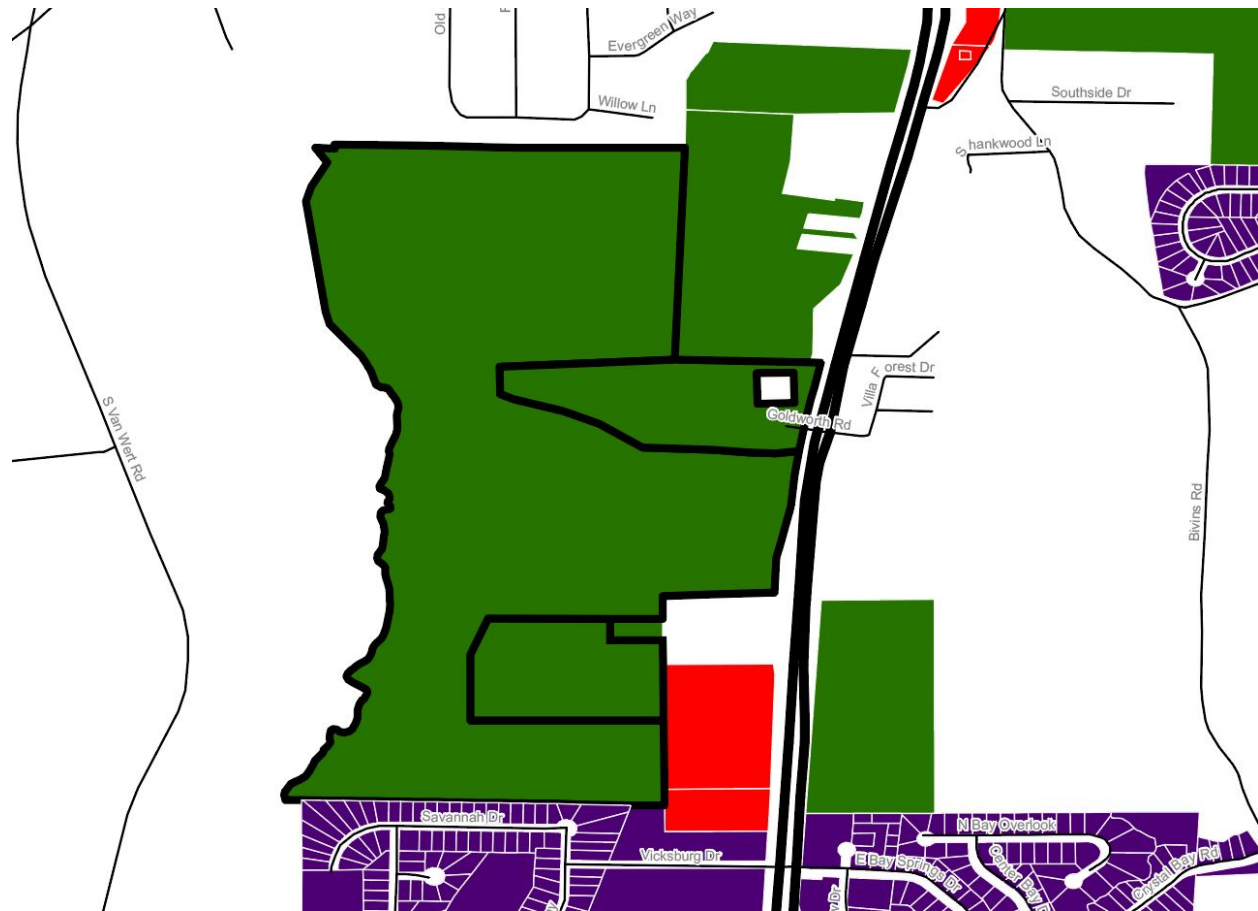
- CONSERVATION / OPEN SPACE
- TRADITIONAL NEIGHBORHOOD
- SUBURBAN NEIGHBORHOOD
- URBAN VILLAGE
- SUBURBAN VILLAGE
- COMMUNITY CROSSROADS
- I-20 GATEWAY
- COMMERCIAL CORRIDOR

ACTIVITY CENTERS

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



Zoning Map



+++++ Railroad	DO-SFR: Single-Family Residential
— Primary Road	GC: General Commercial
— Secondary Road	GI: General Industrial
— Local Neighborhood Road	LI: Limited Industrial
— Ramp	NC: Neighborhood Commercial
DO = Downtown Overlay District	OI: Office and Institutional
DO-CBD: Central Business District	PD: Planned Development
DO-CMU: Commercial Mixed-Use	R14: Multi-Family Residential
DO-COM: Commercial	R20: Single-Family Residential
DO-MFR: Multi-Family Residential	RD: Rural Development
	RT: Residential Townhome

This map is intended for only the Mayor and City Council of Villa Rica use. The City of Villa Rica does not assume any responsibility for the use of this product by any other party. The official version of this map resides within the Planning & Zoning Department of Villa Rica, and is the only official copy. Only a copy signed by the Planning & Zoning Manager reflects official data as of the date signed. This information is only a representation of the current information, and all information should be verified by the Planning & Zoning Manager. The City of Villa Rica does not assume responsibility for the use of the data on this map.

CITY OF VILLA RICA
PLANNING AND ZONING
571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

8/1/2022

Dear Mr. Johnson,

In RE: Planned Development Final Plan for RA-06-18 at 55 and 63 Goldworth Road, Villa Rica, GA 30180, Parcel Nos: V07 0140004, V07 0140003 and V07 0140151, in Land Lot 99 of the 6th District in Carroll County, currently zoned Rural Development (RD).

To my understanding, I am required to request an extension of the current zoning plan for the Avemore project at this time. Please consider this letter my request to do so.

Our anticipated plan and layout is already on the site plan for the Land Disturbance permit currently permitted for the site.

We anticipate breaking ground in the next few weeks and look forward to working with the City on our Development Agreement together ASAP that will help deliver a substantial improvement to the City regional infrastructure.

Thank you for your consideration, and please advise me as to pertinent dates necessary for compliance with the continued zoning of the project.

James W. Davis III, Manager for
Winchester Real Estate Investment Company LLC

	Project Name	Start	Finish
1	Coordinate National Register property use with consultants	2/18/2020	2/18/2020
2	Coordinate Water, Sewer, Electric with Villa Rica City	2/26/2020	2/26/2020
3	Project Meetings and Coordination (hourly)	2/26/2020	3/3/2021
4	ALTA Boundary and Topo	2/27/2020	4/29/2020
5	Schematic Design for Entire PUD	2/27/2020	5/6/2020
6	Jurisdictional Water Survey	3/5/2020	4/1/2020
7	Start Hotel Feasibility Study with HVS	3/9/2020	4/9/2020
8	Pocket Neighborhood Modifications	3/1/2020	3/15/2020
9	Phase One SF Schematic Design - 8 houses	3/15/2020	3/31/2020
10	Prorated Permitting for Phase One of PUD	3/16/2020	3/26/2020
11	Design 10 single family houses (1,600 sf, 1,800 sf, 2,200 sf) Adams	3/16/2020	4/15/2020
12	LPC Start Site/Utility Design and Time Line	3/16/2020	
13	Coordinate Sewer and Pump Station Design with Villa Rica City Team	3/16/2020	
14	Coordinate TAD design/issues with Villa Rica City Team	3/16/2020	
15	Develop Down Payment Agreement with Tolbert for Land	4/1/2020	
16	Phase One SF 50% Pricing - 8 houses	4/1/2020	5/31/2020
17	Phase One TH Buildings 1 & 2 Schematic Design 10 units	4/15/2020	5/1/2020
18	Schematic Design 10 Town House Units 1 & 2	4/15/2020	5/1/2020
19	Submit 10 single family houses to Adams for Cost Estimates	4/16/2020	5/1/2020
20	50% pricing check 10 Town House Units 1 & 2	5/1/2020	5/31/2020
21	Schematic Design L Shaped Multi-family Building	5/1/2020	6/1/2020
22	Design Civil Plan for Phase One	5/7/2020	8/5/2020
23	Design Development Plan for Entire PUD	5/7/2020	8/5/2020
24	Develop Down Payment Agreement with Matthews for Property	6/1/2020	
25	MF L Design Develop	6/1/2020	7/15/2020
26	Construction Set 10 Town House Units 1 & 2	6/30/2020	7/15/2020
27	Schematic Design 10 Town House Units 3 & 4	6/30/2020	7/31/2020
28	50% Pricing Check 10 Town House Units 3 & 4	7/31/2020	8/31/2020
29	MF L Const Set	8/1/2020	10/1/2020
30	Georgia DOT R/W Improvements, inc. Signal Design	8/6/2020	9/16/2020
31	Construction Documents for Phases 1 and 2 of PUD	8/6/2020	9/30/2020
32	Construction Set 10 Town House Units 3 & 4	9/1/2020	10/15/2020
33	Prorated Permitting for Phase 2 of PUD	9/17/2020	12/9/2020
34	Design Rectangular Shaped Multi-Family Building	9/15/2020	10/1/2020
35	Preliminary Platting Service - entire PUD (Sub at cost)	10/1/2020	11/11/2020
36	Construction Documents for Future Sections of PUD: Phase 3 and 4.	12/10/2020	3/3/2021

Design C Shaped Multi-Family Building

Final Platting Services for Phase 1 and 2 (Sub at cost)

Construction Administration

Design civil plan for Phase two

Neighborhood Center

Building Type Summary

Building Type:

- Civic / Religious
- One Story - Retail
- Two Story - Retail First Floor
Office Second floor
- Two Story - Retail First Floor
Office Second Floor
- Three Story - Restaurant First Floor
Office Second and Third Floor
- Two Story - Office
- Two Story - Office / Retail
- Independent Living Retail
- Independent Living
- Assisted Living
- Memory Care
- Wellness / YMCA
- Condominium
- Townhouse
- Townhouse / Cottage Lot
- Historical Building

Neighborhood Center Data

Square Footage:

Retail - 44,400 sf
 Dedicated Restaurant - 12,150 sf
 Office - 88,700 sf
 Total - 145,550 sf

Townhouse - 19 Units
 Condominium - 60 Units

Parking:

Retail / Office / Restaurant:
 455 Spaces 3 per Thousand
 IL / AL / Wellness:
 314 Spaces
 Townhouse:
 2 Spaces per unit on lot
 30 Spaces guest parking
 Condominium:
 1.5 Spaces per unit on lot
 Overflow Parking:
 240 Spaces





Avemore Master Plan

A Neighborhood Plan and Architecture Guide

Prepared for
Winchester Real Estate Investment Company, LLC

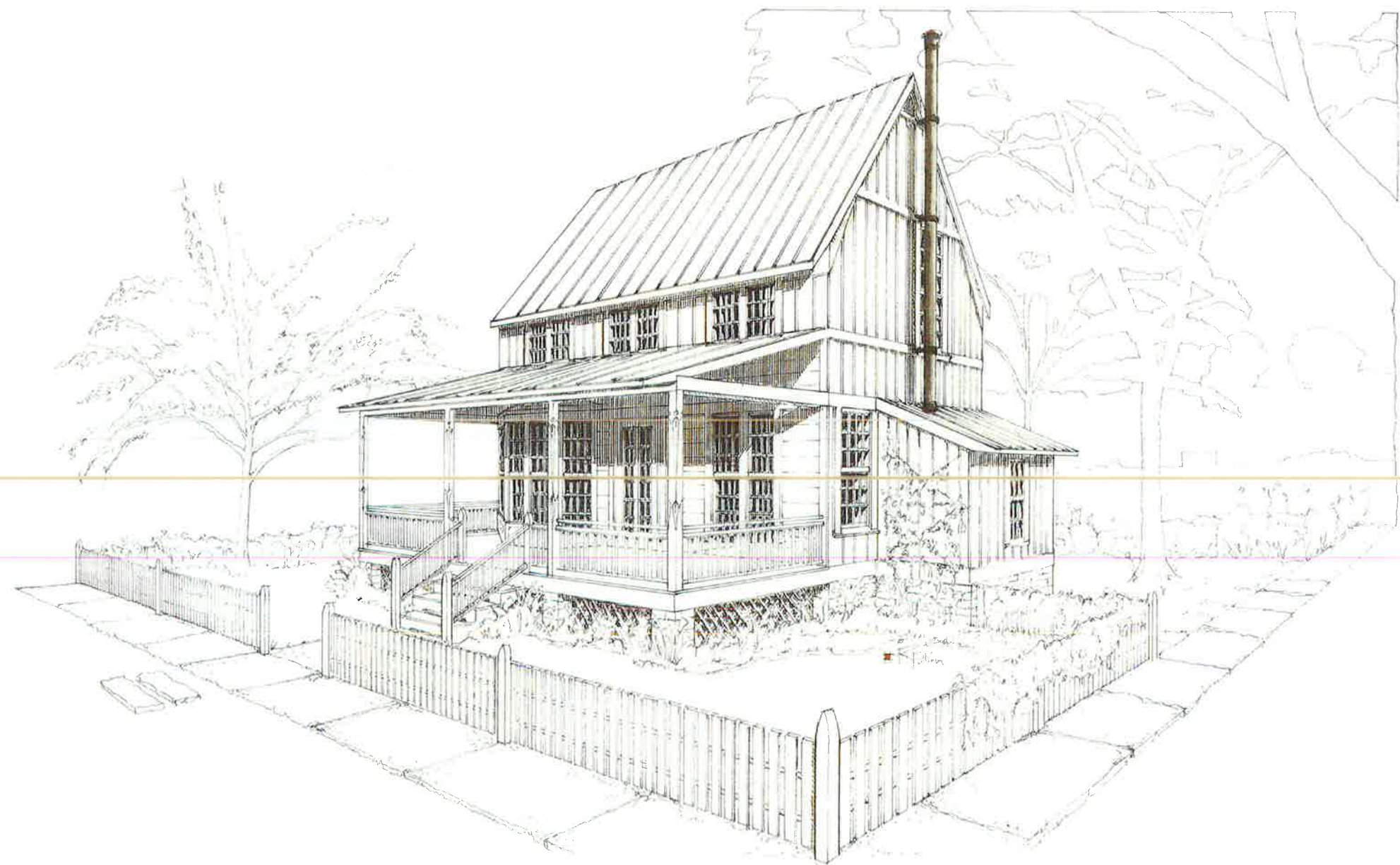
Prepared by
Rhinehart Pulliam & Company
Edwin A. Rhinehart, AIA
Robert H. Pulliam

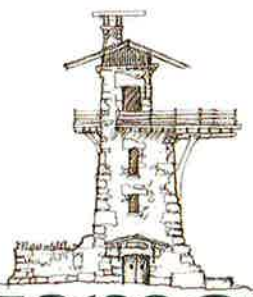
7.18.2019

Design Team
Rhinehart Pulliam & Company
Master Plan, Retail, and Residential

THW Design
Life Plan Community

Georgia & West
Civil Engineering





Avemore Master Plan

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Avenmore

The Neighborhood Plan for Avenmore is unique for many reasons. Its most obvious quality centers around its strong community-based design that is intended to serve and appeal to people at all life stages—from single adults to young families to down-sizing seniors and to residents in the Life Plan Community. This quality is strengthened by its focus on integrating different housing types throughout the development, whether they be in pocket neighborhoods, around pedestrian courts, or on the tree-lined streets.

Pocket Neighborhoods

Recent professional practice in the realm of fostering active and dynamic communities suggests that smaller “next-door neighborhoods” with fewer than a handful of residences have greater cohesion than larger communities with hundreds of houses. The notion of “my street” and “my block” has a strong pull on the people who live in quality places. The urban design of Avenmore seeks to reinforce the idea of a collection of smaller neighborhoods by designing the town as a collection of pocket neighborhoods. Each of these neighborhoods serves two purposes: each seeks to create a clearly defined common space intended to foster community with the handful of houses that directly relate to it, and each neighborhood also aids its adjacent neighborhoods in providing urban structure to the entire collection of residential pockets. At Avenmore, a variety of pocket neighborhoods and common spaces are woven into the fabric of the development and are linked by thoroughfares or walkways.

Each pocket neighborhood has a different personality that caters to different tastes of potential homeowners. Some are smaller, more enclosed, and centered on common greens or yards, while

others are organized along pedestrian-friendly streets, intent on recalling the small town streets of yesteryear.

Pedestrian-Friendly Design

Even though Avenmore is a fairly large development that responds to the land's topography, it is still a walkable town. The qualities of pedestrian-focused neighborhood design are well studied. At Avenmore, these qualities are carefully cultured and amplified to the greatest extent possible. Sidewalks, pathways, and trails provide residents the opportunity to traverse the entire development on foot, from the neighborhoods to the Town Center or the protected forests. Even Villa Rica's planned Gold Nugget Trail sweeps through Avenmore along the property's creeks connecting the neighborhood to the greater community.

In scale, the entire town is designed around the human, not the automobile. Streets are narrow with sidewalks wide enough for a pair of people to walk abreast. The sidewalks are insulated from traffic by landscape strips with street trees and, in many cases, on-street parking. Crosswalks at intersections are designed to reduce the distance a pedestrian must walk to cross a street. The Avenmore crosswalk is in contrast to conventional neighborhood intersections that feature large radii in order to facilitate rapidly moving cars at the expense of pedestrians.

In many cases the plan has dispensed with the automobile street altogether. By creating pocket neighborhoods fronted by common greens or parks, the various neighborhoods can be scaled to humans. Walkways, garden walls, fences, and shared open spaces all function to serve humans at comfortable walking speeds, not large cars at dangerous driving speeds.



*Looking West through a shared
space neighborhood*



Neighborhood Planning Criteria

Overview

The Avemore Development Team intends to abide by all city ordinances, building codes, and development standards unless this document specifies otherwise. For submissions that do not adhere to city requirements, the developer will apply for the city's approval in accordance with its plan review process.

The Master Plan included in this document is conceptual; the locations of proposed structures, both primary and secondary, rights-of-way, parking, and other components may be modified and moved as needed.

Avemore consists of 213.7 acres of land located off of Highway 61 in Villa Rica and is a mixed-use development with retail space, office space, restaurants, hotels, live-work housing, condominiums, townhouses, and single-family homes. The Master Plan will include a community center, a chapel, parks, green spaces, ponds, walking trails, boardwalks, and wooded areas. Wherever possible, existing trees shall be protected and incorporated in the development plans. The area closest to Highway 61 is designed with more density and is intended to be more retail-centric.

At least four distinct entry points will provide separate routes for ingress and egress, the main one being from two locations off of Highway 61, and the second and third access points planned near the North and South boundaries of the property.

The Avemore Development Team will establish a Design Review Board to ensure adherence to the Architectural Code. All applications for building and site improvement must meet the standards set by the Design Review Board as established in the Architectural Code. If building and site improvement submissions are approved by the Design Review Board, they may then be submitted to the City of Villa Rica for permit. Architectural styles will be in accordance with the styles defined in this Master Plan and will be interpreted by the Avemore Design Review Board.

The development is designed with the following densities:

- Commercial / Office / Retail: 154,750 square feet
- Townhouses: 62 units
- Live-Work Townhouse Residences: 8 units
- Condominium / Apartments Residences: 233 units
- Single-Family Residences: 222 units
- Parking garages: in commercial areas as appropriate

Retail Diversity

A variety of commercial and retail uses contributes to a vibrant neighborhood. In order to support people living in houses and in the Life Plan Community, a diverse retail market is essential, including grocery stores, cafés, dry cleaners, bookstores, athletic centers, and restaurants. All of these businesses are accessible to residential streets, sidewalks, parks, and other pedestrian rights-of-way throughout Avemore so that residents can simply walk to their neighborhood stores, generating savings in time and money in addition to the environmental and health benefits. The walkability also contributes to a greater potential for job opportunities for local residents where people who know one another do business together.

Open Spaces

Open spaces add character to a community and create opportunities for neighbors to meet formally or informally. They create a sense of place and strengthen the community by promoting active use of areas within the development. Open spaces in Avemore such as parks, greenways, ponds, and green spaces are within walking distance of trails, sidewalks, bike paths, and rights-of-way. Paths will be designed to protect open spaces that are wetland or environmentally sensitive areas.

Detached Residential Structures

Detached residential structures on the same lot as the primary structure are permitted in rear or side yards and must adhere to the same restrictions and setbacks as the primary structure.

Setbacks

The Avemore Design Review Board will establish setbacks and build-to lines according to the zoning information set forth in this guide as a part of the design process for each lot. For the purposes of city zoning approval, the following setbacks are observed:

- Buildings adjoining Highway 61: 40' from right-of-way
- North and South boundaries of the property: 40' setback from property line
- Multi-Family use on property line: 100' vegetative buffer / setback from property line
- West boundary of property: 75' setback aligned with stream

Interior Boundaries

- Front: 0'
- Side: 0' with required minimum of separation between structures as defined by the building code
- Rear: 5'

Encroachments

Landscape Encroachments are hardscape elements on the property such as fences, pools, garden walls, etc., that may exist between the property line and the setback. However, they must abide by fire separation requirements and, where applicable, be made of masonry or fire-rated materials.

Building Encroachments into common areas such as fire access routes, other roads, sidewalks, and garden paths must meet minimum height clearances specified by the National Fire Protection Association (NFPA) Fire 1141 Guidelines.

- Building cantilevers: up to 24" encroachment
- Roof overhangs: up to 36" encroachment
- Bay windows / balconies: up to 48" encroachment

Streets

Speed limits throughout Avemore will be set at 15mph. To conform to NFPA fire access guidelines, rights-of-way will meet the following width standards:

- Residential rights-of-way: 50' wide with a 24' back-of-curb to back-of-curb minimum pavement width
- Alleys: 20' back-of-curb to back-of-curb minimum street width with 5' setbacks on each side
- Turn radii for large vehicles are set at 25' with mountable curbs. A radius of 10' will be used for sidewalks at intersections.

Parking

A designated number of parking spaces is allotted for each type of building as indicated below. Parking for all units may be satisfied with other spaces within the Avemore boundaries but offsite from the unit. In addition, shared parking between units contributes to the overall parking count.

- Single-Family houses: 2 cars per unit
- Townhouses: 1 car per unit
- Condos and apartments: 1.5 cars per unit
- Retail: 3 Spaces per 1000 square feet - 455 Spaces provided
- Assisted Living / Independent Living - 314 Spaces provided
- Overflow Parking: 240 spaces provided

Sidewalks

Sidewalks contribute to an environmentally-friendly neighborhood, enable and enhance the walkable experience, mitigate the need for vehicles, and provide pedestrian connectivity and circulation throughout the development. Buffers such as greenery, trees, benches, and streetlights make sidewalks even more inviting.

Sidewalks will be at least 5' wide. In areas with commercial, retail, and attached residential buildings, sidewalks may be made of concrete or other hard-surface paving material. In areas with detached residential buildings, sidewalks may be made of crushed slate, gravel, or pavers, provided they meet ADA design compliance requirements.

The Gold Nugget Trail will be designed to the specifications of the Villa Rica Trail Master Plan. It will cut a diagonal line across Avemore from the southwest corner to the north side. It skirts along the creeks within the property and will connect to multi-use trails and crosswalks throughout the development.

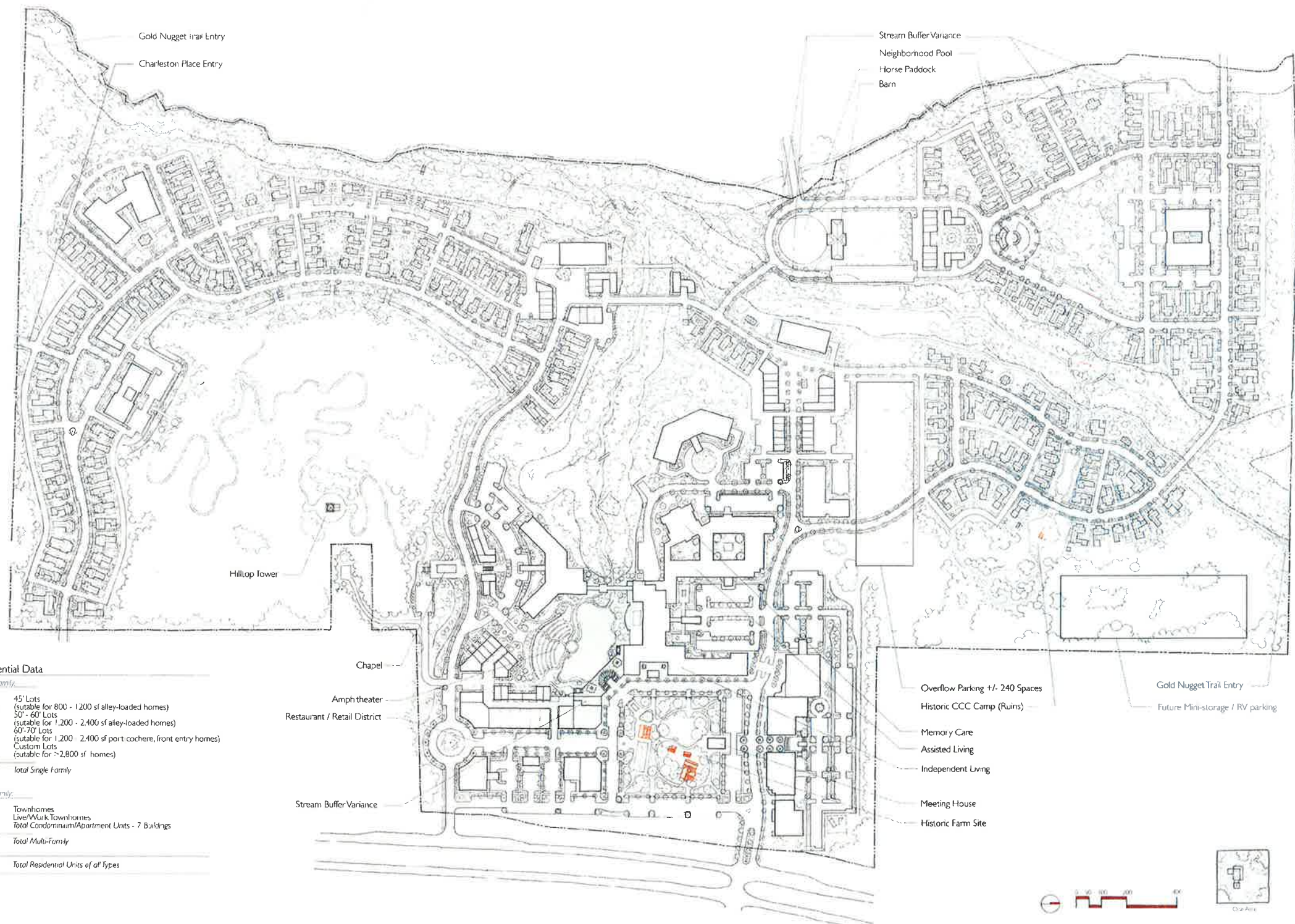
Changes to the Master Plan

This document serves as a conceptual plan. Throughout the development process, the need for changes may arise. Modifications to the Master Plan that constitute a change of less than 20% to the development can be made internally. For any major modifications that constitute a change of more than 20% to this conceptual plan, the Avemore Design Team will seek the approval of the regulating body.

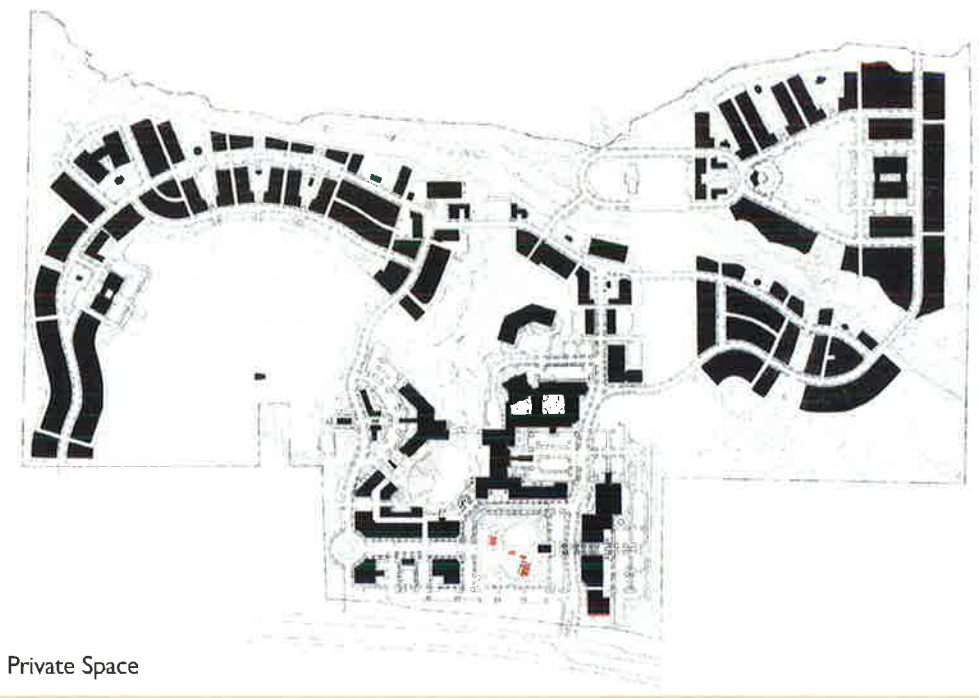
Illustrated Master Plan



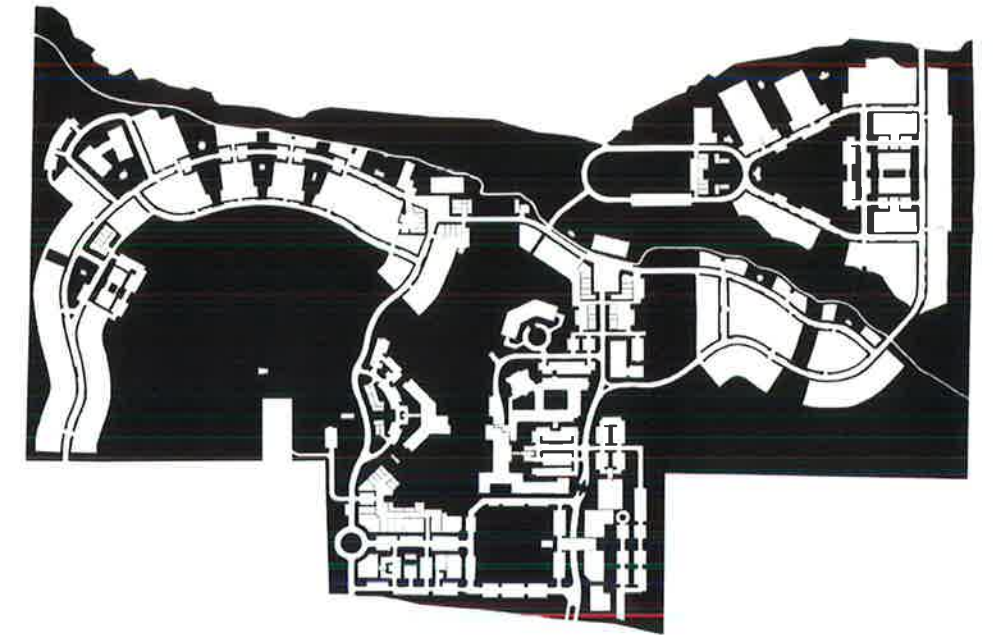
Looking Southwest through the Neighborhood
Center



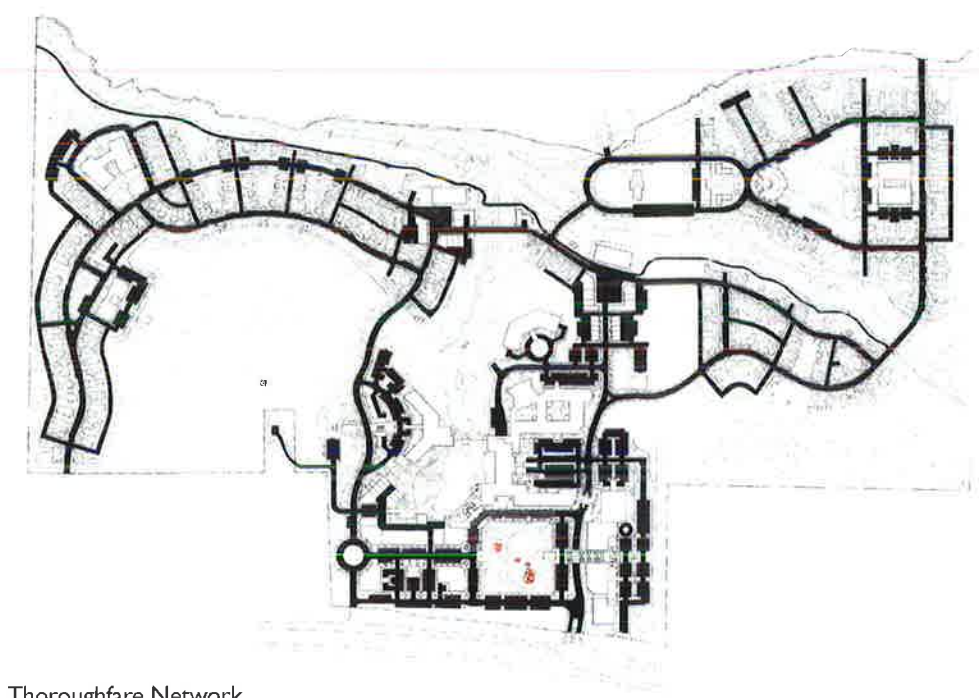
Urban Structure



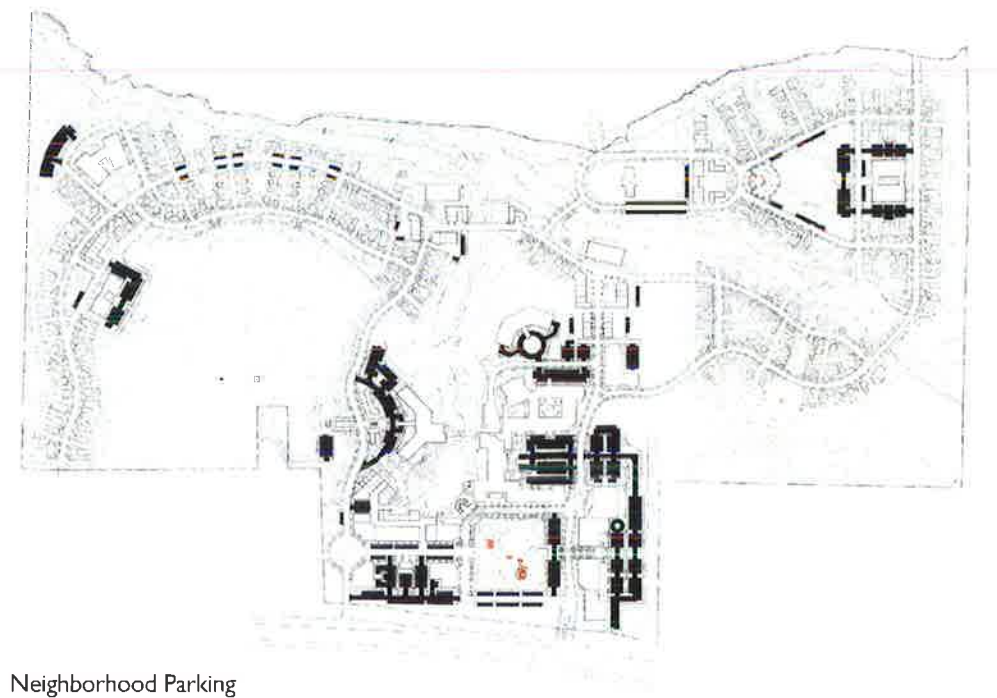
Private Space



Open Public Space



Thoroughfare Network



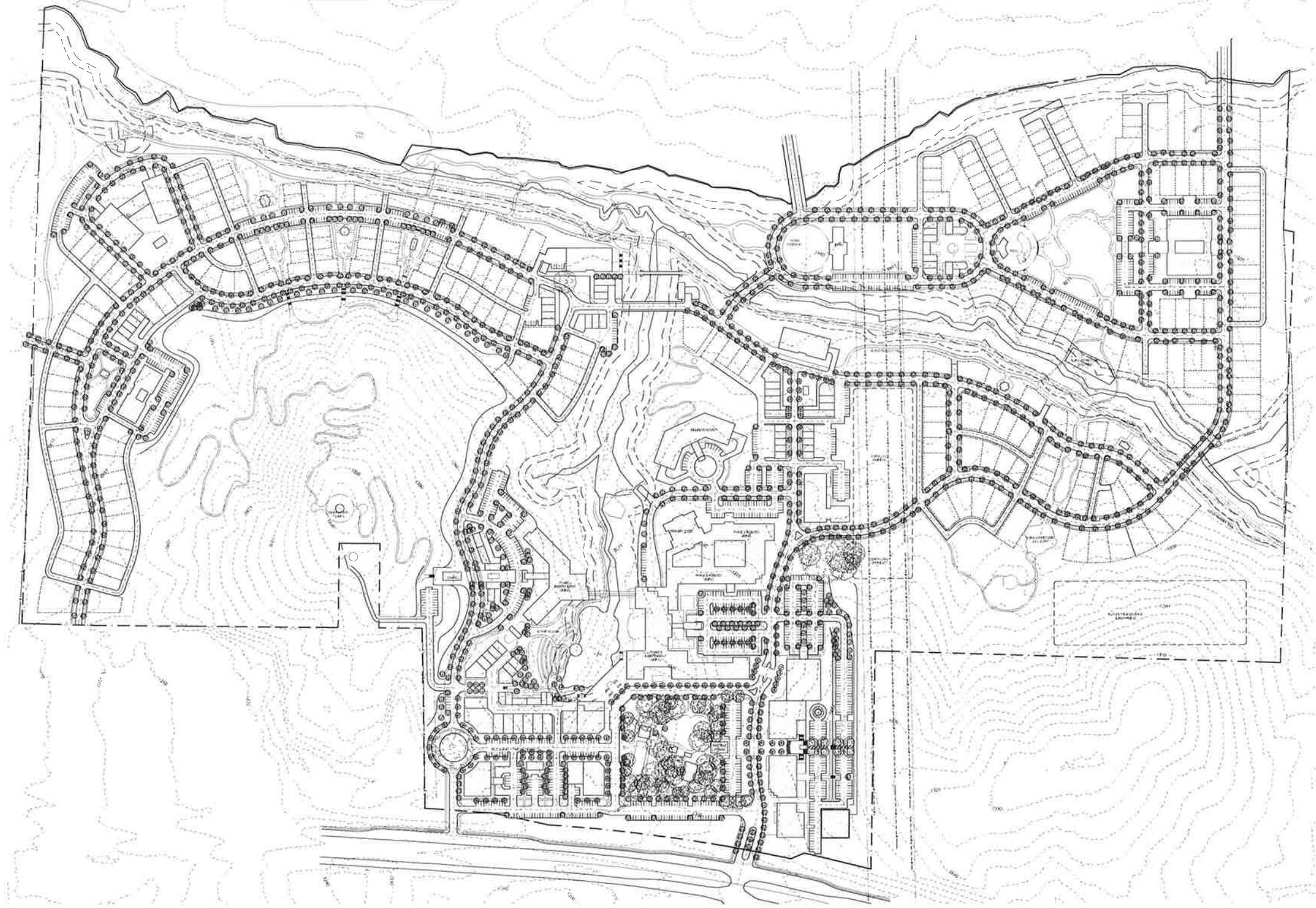
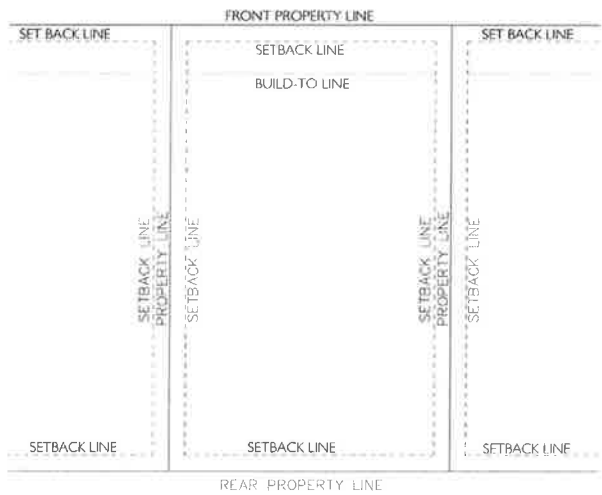
Neighborhood Parking

Regulating Plan

The Regulating Plan represents the aggregate of all of the design components in Avemore. The plan is computer-drawn and is compiled from the various process drawings. It is suitable for developing construction documents for the development, including accurate single-family lot dimensions, building pads, street layouts, and, by extension, infrastructure zones.

Regulating Plan Key and Notes

Note: Setback and Build-to dimensions are dependant on Lot Type. Refer to the Lot Type Plan for lot type descriptions and their locations.



Lot Type Plan

The Lot Type Plan indicates the nature of the various lots that make up the town and the resulting density of the buildings. Generally keyed to lot locations, this diagram serves as an essential guide to the type and possibilities of the various housing structures that can be built on any given lot. This plan is keyed to the Building Type diagrams that follow.

Lot Type Key

Single Family Lots			
Lot Type	Total	%	
Cottage Court	60	11.4%	
House	135	25.7%	
Port Cochere House	27	5.1%	
Total Single Family	222	42.2%	

Multi-family Lots			
Lot Type	Total	%	
Townhouse/Live Work	70	13.4%	
Apartment/Condominium	233	44.4%	
Total Multi-family	303	57.8%	
Total Residential Units**	525		

- Retail
- Life Plan Community
- Civic
- Historic Structures

**Not including Life Plan Community units



Lot Size Plan

This plan indicates the type of lot based on each lot's general width and depth dimensions. It serves as an additional guide to inform the type of housing product that can be built on a particular lot.

Lot Size Key

Single Family Lots			
Lot Size	Total	%	
40' x 65'	60	20.5%	
50'-60' x 80'-120'	119	40.7%	
60'-70' x 80'-120'	27	9.2%	
Non-Conforming	16	5.4%	
Total Single Family	222	75.8%	

Townhouse Lots			
Lot Size	Total	%	
22'-24' x 46'-50'	62	21.4%	
Non-Conforming	8	2.8%	
Total Townhouse	70	24.2%	
Total Fee Simple Lots	292		

- Apartment / Condominium
- Retail
- Life Plan Community
- Civic
- Historic Structures



Neighborhood Center

Building Type Summary

Building Type:

- Civic / Religious
- One Story - Retail
- Two Story - Retail First Floor
Office Second floor
- Two Story - Retail First Floor
Office Second Floor
- Three Story - Restaurant First Floor
Office Second and Third Floor
- Two Story - Office
- Two Story - Office / Retail
- Independent Living Retail
- Independent Living
- Assisted Living
- Memory Care
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- Townhouse / Cottage Lot
- Historical Building

Neighborhood Center Data

Square Footage:

Retail - 44,400 sf
Dedicated Restaurant - 12,150 sf
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Total - 145,550 sf

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IL / AL / Wellness:
314 Spaces
Townhouse:
2 Spaces per unit on lot
30 Spaces guest parking
Condominium:
1.5 Spaces per unit on lot
Overflow Parking:
240 Spaces



Thoroughfare Types

The residential sections of Avemore have three basic widths for vehicular thoroughfares. The most common thoroughfare in Avemore is the 50' right-of-way street. This street has a 24' carriageway with clearance for two lanes of traffic and a 7' wide parallel parking strip at intervals along one side. The right-of-way includes 5' sidewalks and 4' planting strips on both sides of the street. Parking is contained within bulb-outs, allowing for a more ordered public appearance with pedestrian-friendly crossings at intersections.

The secondary thoroughfare is a standard alley which provides rear access to most residential lots. This alley is a 20' roadway shouldered by 5' setbacks on both sides so as to service emergency vehicles.

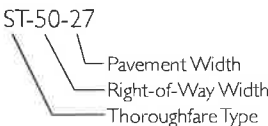
Town Center streets have a 30' carriageway and 15' sidewalks minimum. These streets also provide head-in parking, particularly at store fronts.

In addition, there are select sections of Avemore that have a *Shared Space* design approach intended to calm traffic and make these sections safer and more pedestrian accessible.

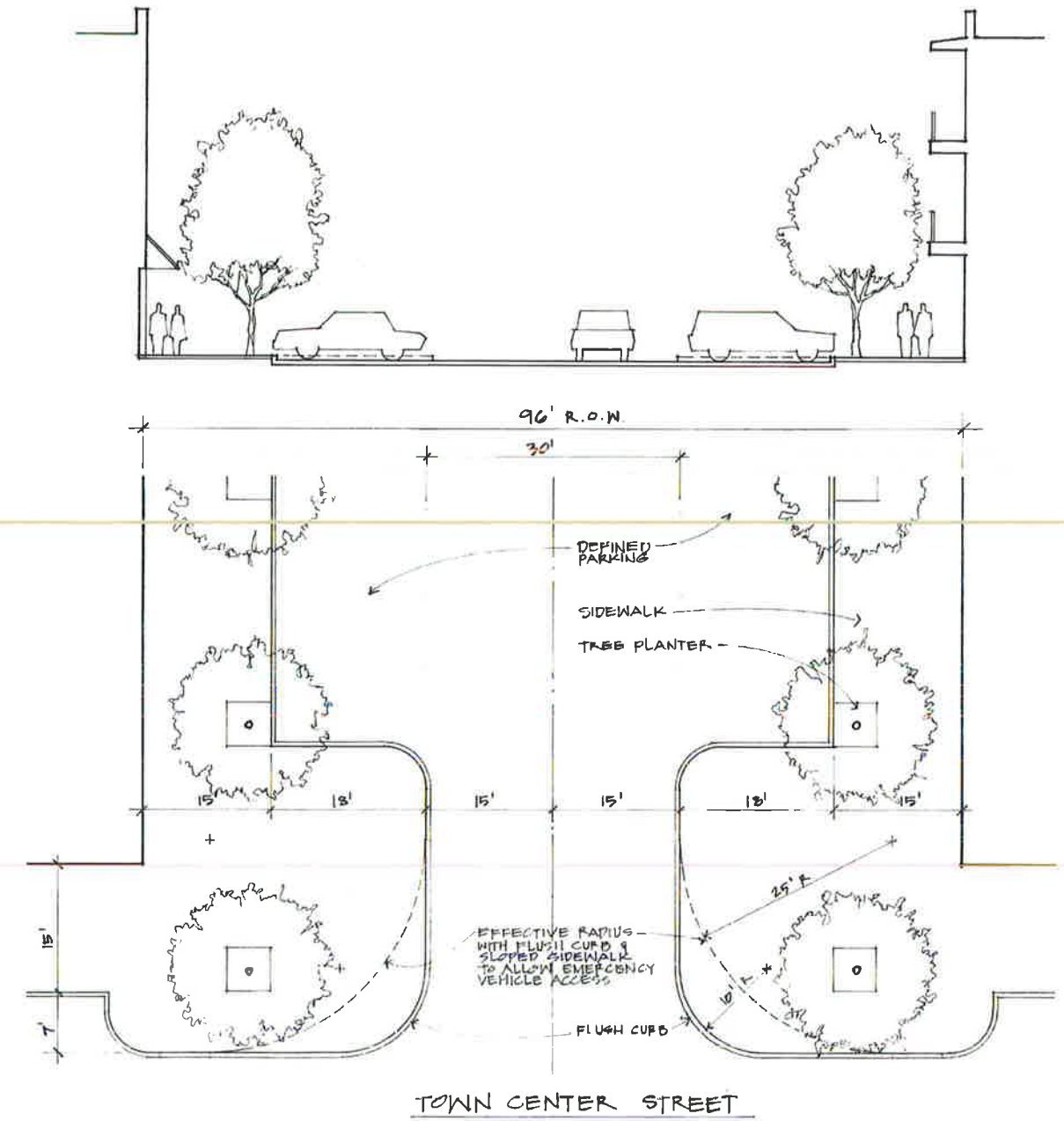
Thoroughfare Type Key

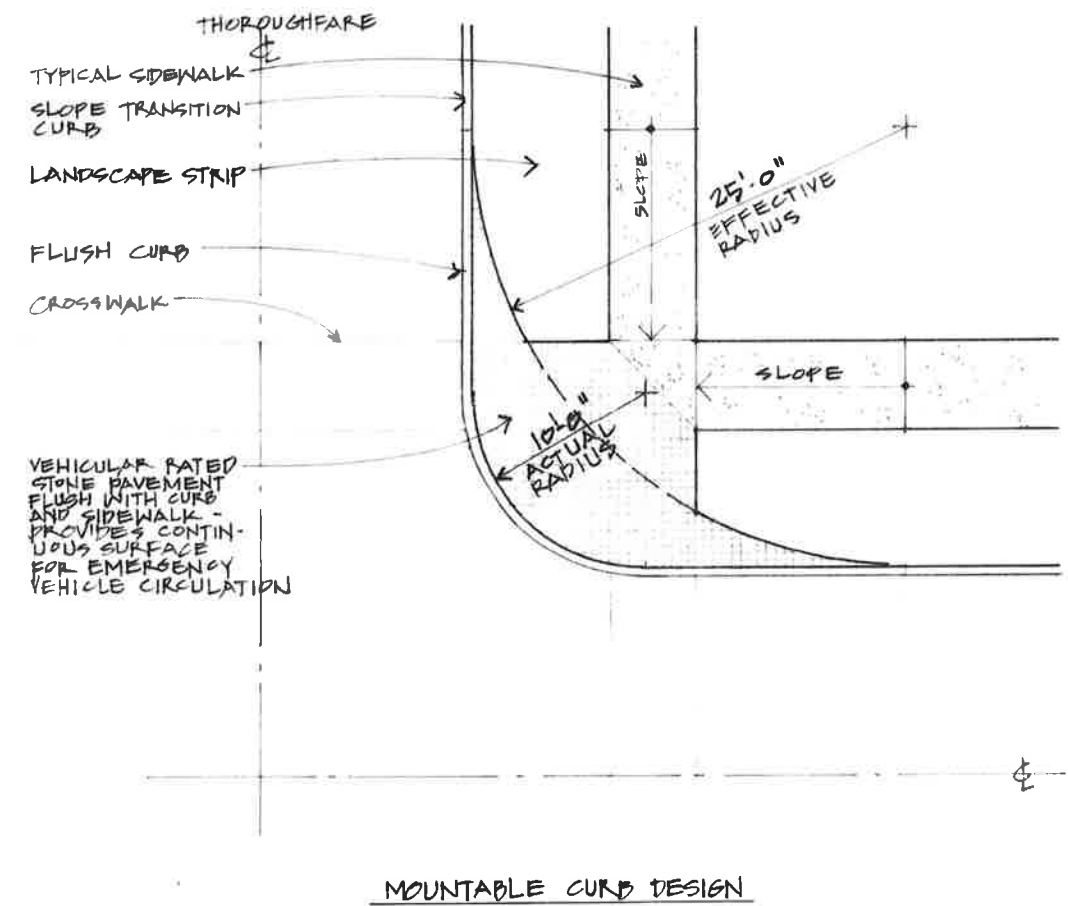
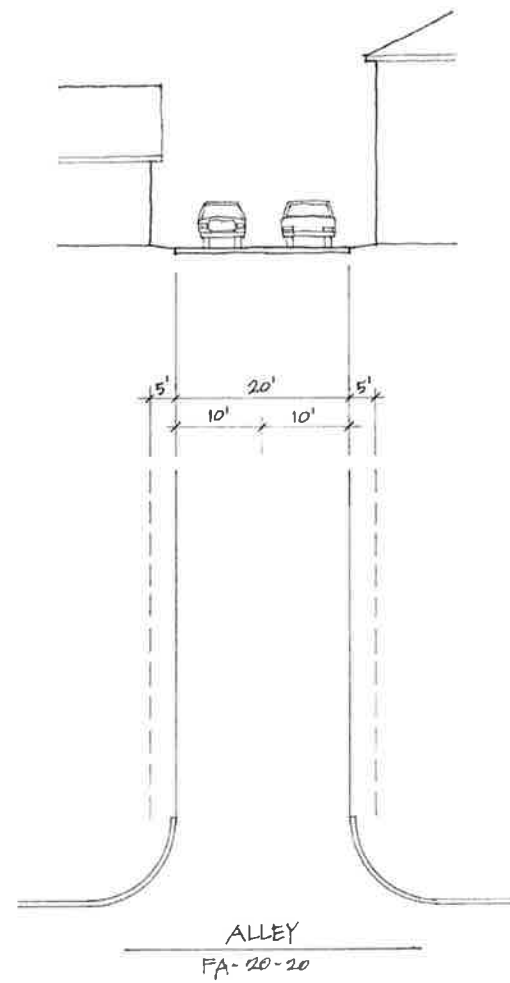
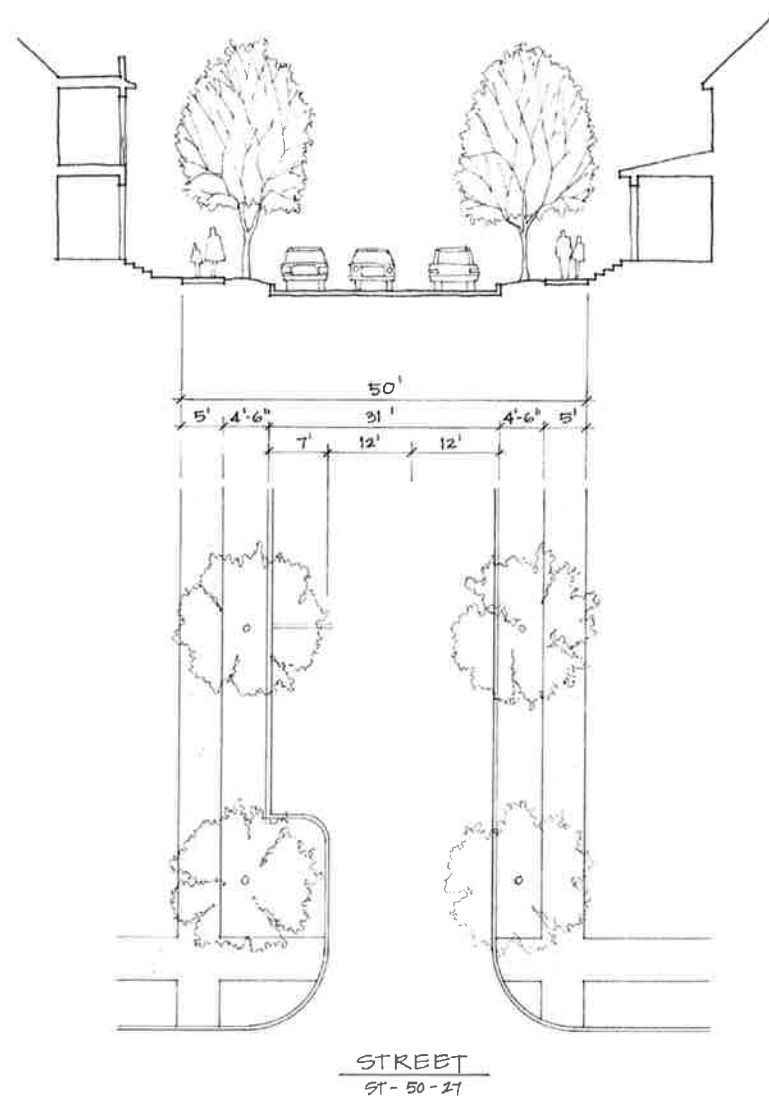
Thoroughfare Type	
█	Town Center Street ST-96-60 (Varries)
█	Residential Street ST-50-27
█	Shared Space SS-Varries
█	Alley AL-20-20 Minimum
█	Parking
█	Gold Nugget Trail
█	Service Access

Thoroughfare Type Key



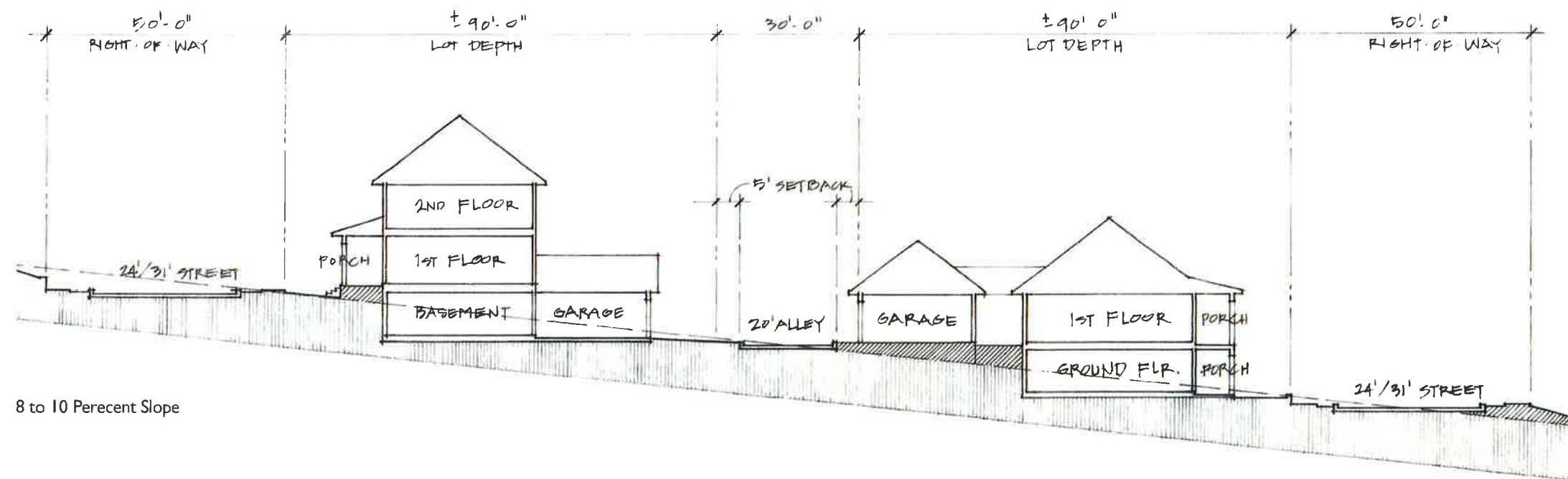
Street Sections



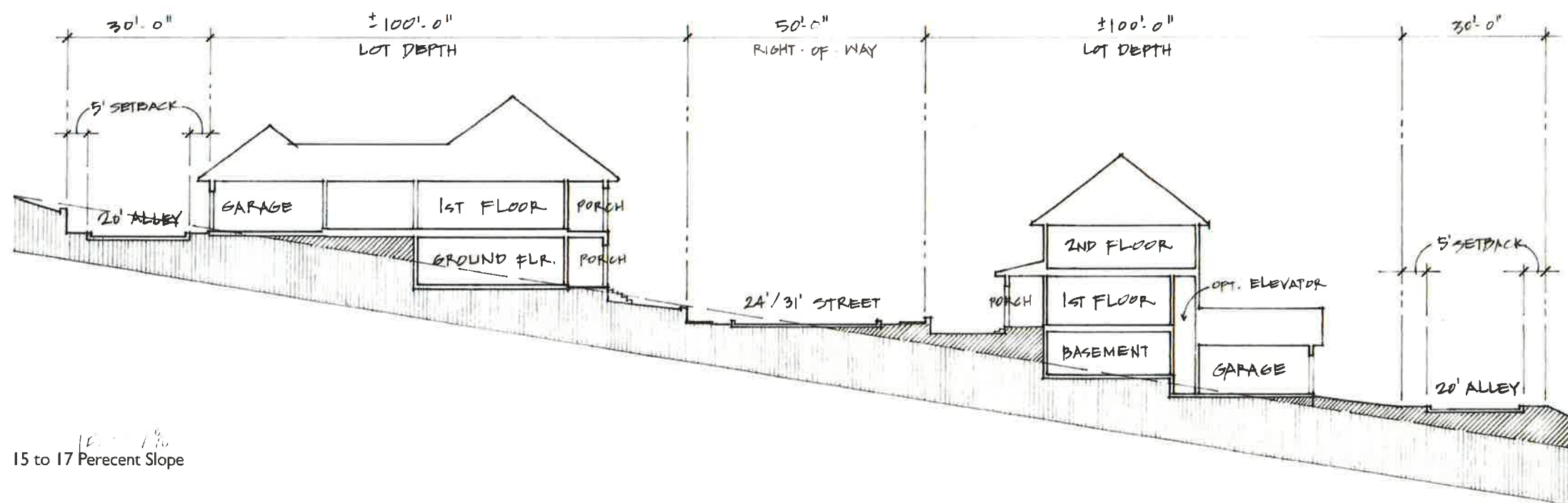


Topography





8 to 10 Percent Slope



15 to 17 Percent Slope



Regulating Code and Definition of Terms

This Master Plan is intended to guide the building of Avenmore. The scope of this document comprises the bulk of the Avenmore development but not all of it, as indicated on the Regulating Neighborhood Plan. Consult documents prepared by other agents for information concerning components of the Avenmore development not included in this document.

The Master Plan is administered by the Avenmore Design Review Board or its duly appointed representative, which is charged with reviewing all improvements to Avenmore for adherence to the Master Plan.

As allowed by the Avenmore Planned Development District document, this Master Plan takes precedence over local zoning codes or ordinances for the purposes of aesthetics and urban design. In matters of public health and safety, local ordinances take precedence over this Master Plan.

A waiver may be granted by the Design Review Board or its duly appointed representative on any basis, including hardships or design merit. Waivers to the provisions of this Master Plan are given under the assumption that they are unique and not binding as precedents on future waivers.

This Master Plan employs prescriptions. The use of the verb "shall" indicates that a prescription is intended to be mandatory. The use of the verb "will" indicates that a prescription is intended to be recommended. The use of the verb "may" indicates that an action is neither mandatory nor recommended.

Alley

An alley is a service right of way, public or private, that allows access to the buildings that it serves, usually from the rear. At Avenmore all alleys are a minimum of 20' and can serve as emergency vehicle access.

Ancillary Structure,Auxiliary Building, or Outbuilding

An ancillary structure, auxiliary building, or outbuilding is a building with a different use that is located on the same lot or property as the primary building for that lot. For example, a detached garage would be defined as an ancillary structure.

Bridging

Private structures may bridge or span over public rights-of-way, provided all setbacks and minimum clearances are satisfied and all local jurisdiction laws and ordinances are met.

Build-to Lines

Build-to lines represent a requirement that the primary mass of a building be constructed along a specific line. A build-to line is like a setback in that the building must be a minimum distance from the property line, but unlike a setback, a build-to line also cannot be farther than a specific distance from the property line. Build-to lines typically exist only along a building's principal frontage or both principal and secondary frontage in a corner lot condition.

Buildings or parts of buildings may be a maximum of 2' from the build-to line and still satisfy the build-to line requirements. Furthermore, a building façade may be built non-parallel to the build-to line so long as the maximum deviation is less than 5 degrees. Curved build-to lines may be satisfied by construction of a building that follows the average path of the build-to line.

Architectural features that are secondary to the principal building mass such as porches, balconies, chimneys, awnings, eaves and trim, and open shutters are permitted to encroach beyond the build-to line up to a distance indicated on a per building type basis.

Construction that exists typically only at ground level such as stoops, walkways, sidewalks, driveways, fences, and garden and retaining walls are exempt from build-to line requirements.

Building Disposition

Building disposition indicates how a building is situated on a lot taking into consideration all of the setbacks, build-to lines, encroachments, heights, floor-to-area ratios, minimum and maximum frontage build-out standards, and other considerations that may be required by the Neighborhood Plan.

Building Frontage and Front Yards

The principal building on a lot shall be placed relative to the property line in such a manner that the front of the building addresses the front of the lot. The front of the building need not be parallel or have any formal relationship to the front property line. For example, the front door need not face the principal building frontage. The building shall conform to any build-to line requirements.

Frontage

Frontage indicates the façade of a building that faces a public right-of-way or open space. All buildings have at least one frontage in addition to an alley, if present. Corner lots have two frontages: a primary frontage that faces the right-of-way most closely associated with the front of the house and a secondary frontage which is associated with the other right-of-way. Houses with two frontages shall conform to the setbacks of both rights-of-way or be separated from the other houses on the secondary right-of-way by an alley or other natural break. In such a case, side yard setbacks will suffice.

Lot Line

Lot lines demark the extents of property and indicate the legal ownership of property. Encroachments shall not extend past a property line.

Pocket Neighborhood (Pocket, Muse, Court, etc.)

A pocket neighborhood is a small neighborhood typically served by a green street, a court, common yard, or another pedestrian-only right-of-way.

Primary Building Mass

A primary building mass is a building form that is architecturally more significant than other secondary building masses and is usually larger as well. It houses the primary structure programming.

Primary Structure or Principle Structure

The primary structure on a lot is the building that houses the fundamental use of that lot. However, the lot can also house other uses. For example, a house on a residential lot is the primary structure, whereas a detached garage on the same lot is not.

Secondary Building Mass or Secondary Wing

A secondary building mass is a building form that is complementary to the primary building mass. It may house any of the primary structure programming, but it is architecturally delineated as an adjunct form.

Setback

Setbacks represent a minimum standard of distance from the property line at which point the primary mass of a building may be constructed; the building may be constructed no closer than the setback line to the property line. Setbacks typically occur from all property lines of a lot—the front, sides, or rear—although different values for each condition may be specified.

Architectural features that are secondary to the principal building mass such as porches, balconies, chimneys, awnings, eaves and trim, and open shutters are permitted to extend beyond the setback line.

Construction that exists typically only at ground level such as stoops, walkways, sidewalks, driveways, fences, and garden and retaining walls are exempt from setback requirements.

Street

Streets, public or private, are rights-of-way that provide access to the buildings that are served by it. They typically, but not always, include the carriageways, planter strips, sidewalks, on-street parking, and certain services such as street lighting and fire hydrants.

Port Cochere House

Building Disposition

Setback (Distance from Property Line)

Front	5'
Side	5'
Side Street	5'
Rear	5'
Outbuilding Front	30' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	5'
Parking Pad Front	30' From Rear Property Line

Build-to Line (Distance from property Line)

Front	15'
Side Street	5'

Encroachments

Front	10' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Easement

Side Yard Easement	5' Where Indicated
--------------------	--------------------

Building Form

Building Mass	
Primary Frontage Build-out	50% minimum Built Along Build-to Line
Secondary Frontage Build-out	20% minimum Built Along Build-to Line
Distance between Buildings	10' minimum

Height

Maximum Building Height	3 Stories
Ancillary Building	2 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

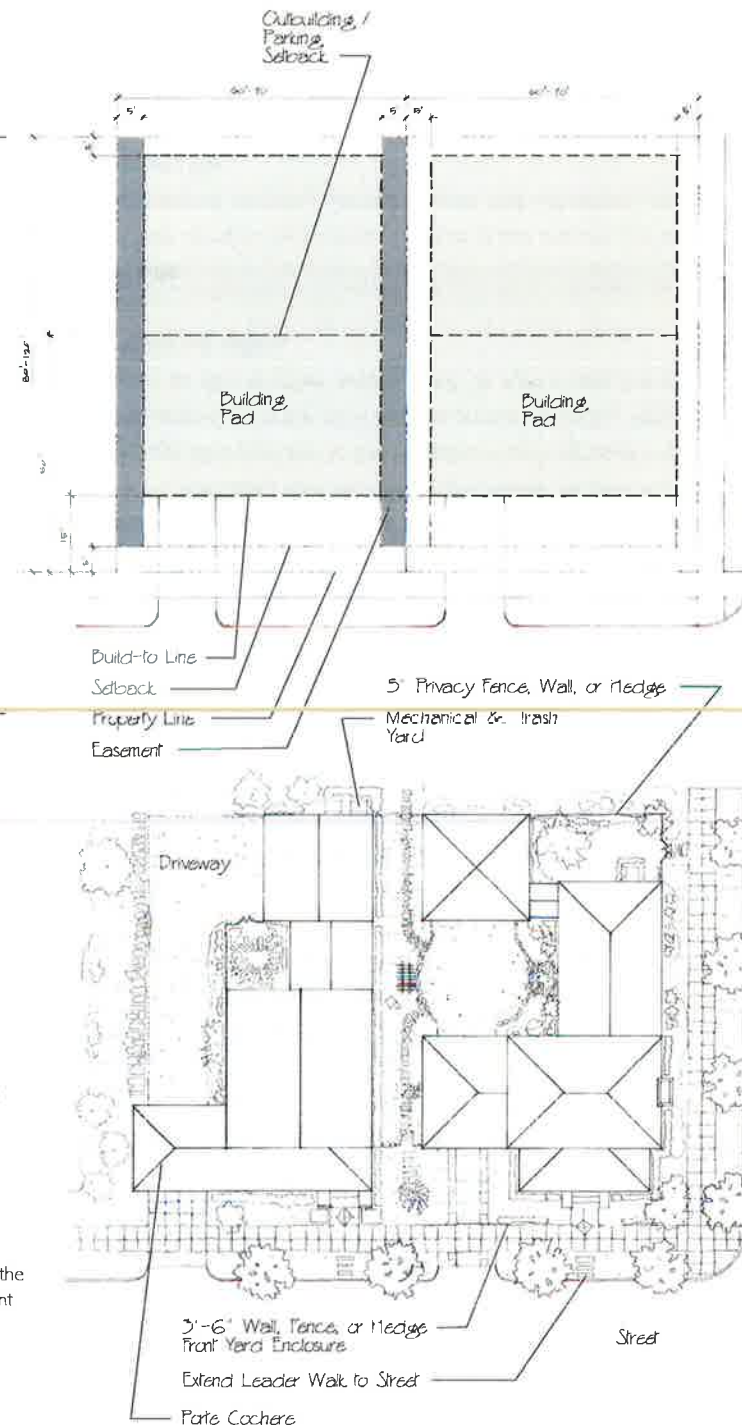
Fenestrations on building sides that face the private side yard of another building will be designed to maximize the privacy of the adjoining side yard. Light wells, transoms, and ventilation windows are acceptable.

Side yards will be enclosed with a 5' privacy fence, wall, or hedge. This privacy screen shall not extend beyond the Build-to Line.

A fence, wall, or hedge shall be built on the front Property Line and conform to the green street standard as approved by the Architectural Review Committee. Front Yards shall not otherwise be enclosed.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



House

Building Disposition

Setback (Distance from Property Line)

Front	5'
Side	5'
Side Street	5'
Rear	5'
Outbuilding Front	30' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	5'
Parking Pad Front	30' From Rear Property Line

Build-to Line (Distance from property Line)

Front	15'
Side Street	5'

Encroachments

Front	10' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Easement

Side Yard Easement	5' Where Indicated
--------------------	--------------------

Building Form

Building Mass	
Primary Frontage Build-out	50% minimum Built Along Build-to Line
Secondary Frontage Build-out	20% minimum Built Along Build-to Line
Distance between Buildings	10'

Height

Maximum Building Height	3 Stories
Ancillary Building	2 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

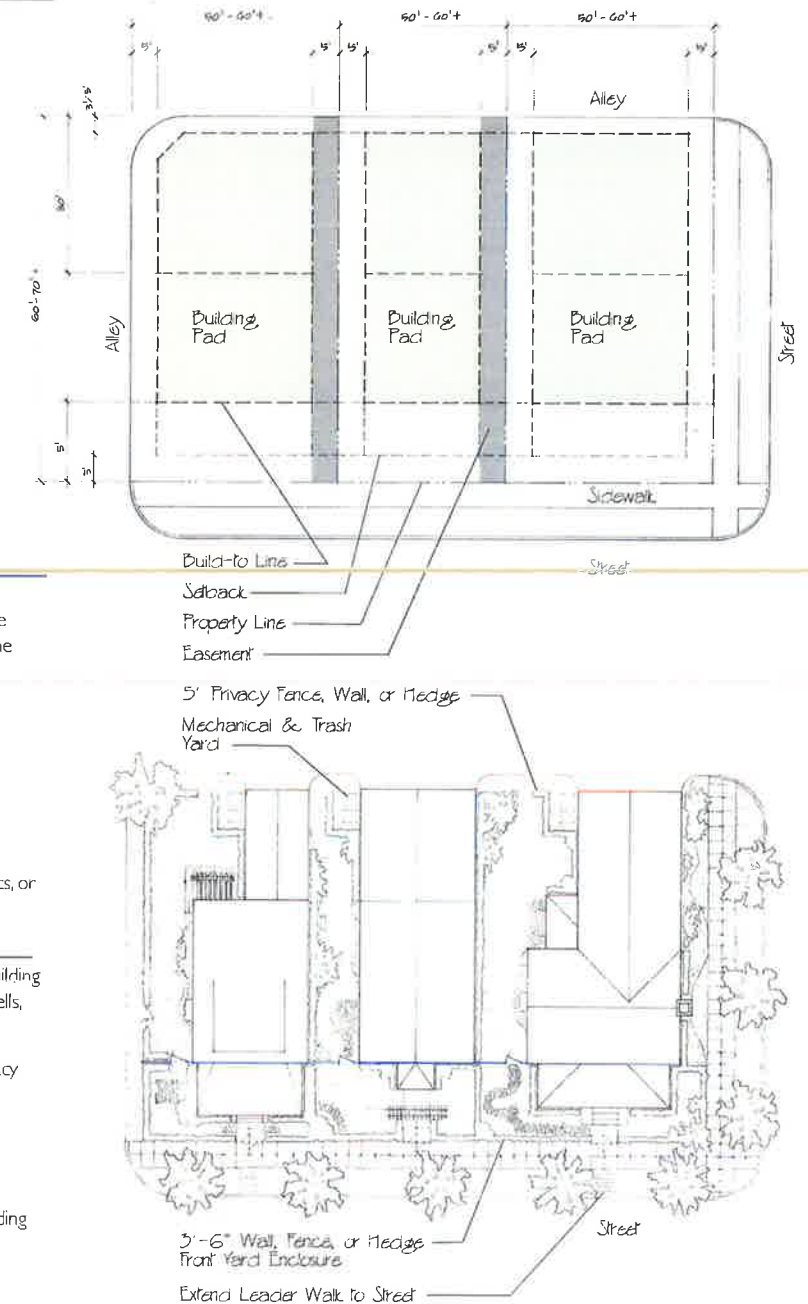
Fenestrations on building sides that face the private side yard of another building will be designed to maximize the privacy of the adjoining side yard. Light wells, transoms, and ventilation windows are acceptable.

Side yards will be enclosed with a 5' privacy fence, wall, or hedge. This privacy screen shall not extend beyond the Build-to Line.

Front Yards may be enclosed by a 3'-6" maximum fence, wall, or hedge.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



Court Cottage

Building Disposition

Setback (Distance from Property Line)

Front	0'
Side	5' (0' at Landscape Buffer)
Side Street	5'
Rear	5'
Outbuilding Front	24' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	0'
Parking Pad Front	30' From Rear Property Line

Build-to Line (Distance from property Line)

Front	6'
Side Street	5'

Encroachments

Front	6' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Easement

Side Yard Easement	5' Where Indicated
--------------------	--------------------

Building Form

Building Mass

Primary Frontage	60% minimum Built Along Build-to Line
Secondary Frontage	50% minimum Built Along Build-to Line
Distance between Buildings	10'

Height

Maximum Building Height	2 Stories
Ancillary Building	1 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

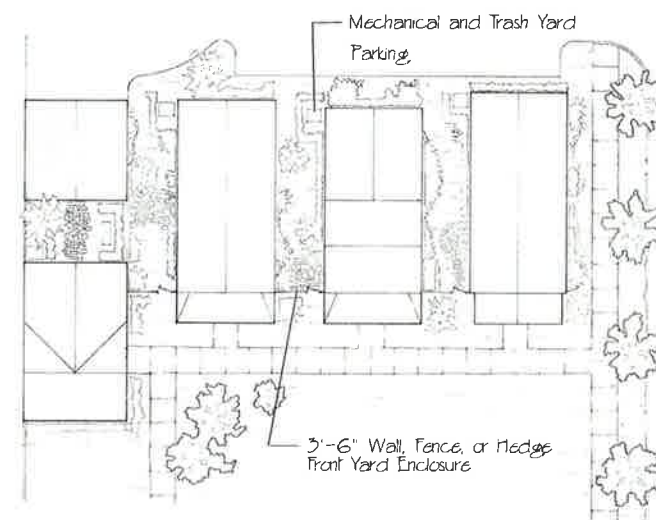
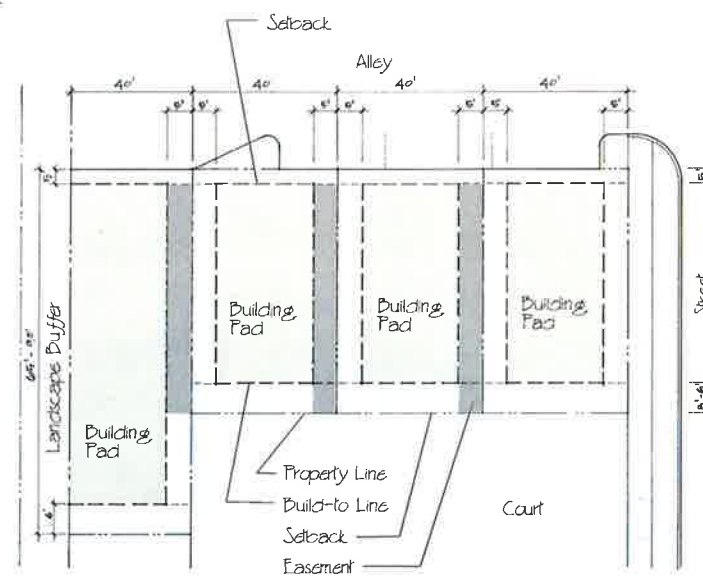
Fenestrations on building sides that face the private side yard of another building will be designed to maximize the privacy of the adjoining side yard. Light wells, transoms, and ventilation windows are acceptable.

Side yards will be enclosed with a 5' privacy fence, wall, or hedge. This privacy screen shall not extend beyond the Build-to Line.

Front Yards may be enclosed by a 3'-6" maximum fence, wall, or hedge.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



Townhouse

Building Disposition

Setback (Distance from Property Line)

Front	10' (0' at Corner Lots)
Side	0'
Side Street	5'
Rear	5'
Outbuilding Front	24' From Rear Property Line
Outbuilding Rear	5'
Outbuilding Side	5'
Parking Pad Front	24' From Rear Property Line

Build-to Line (Distance from property Line)

Front	15' (5' at Corner Lots)
Side Street	5'

Encroachments

Front	5' Maximum
Side Street	5' Maximum
Side	0'
Rear	0'

Building Form

Building Mass

Primary Frontage	100% minimum Built Along Build-to Line
Secondary Frontage	60% minimum Built Along Build-to Line
Distance between Buildings	10'

Height

Maximum Building Height	3 Stories
Ancillary Building	2 Stories
Ground Floor Above Grade	1'6" - 4'6"
First Floor Ceiling Heights	10' minimum**
Upper Floor Ceiling Heights	9' minimum**

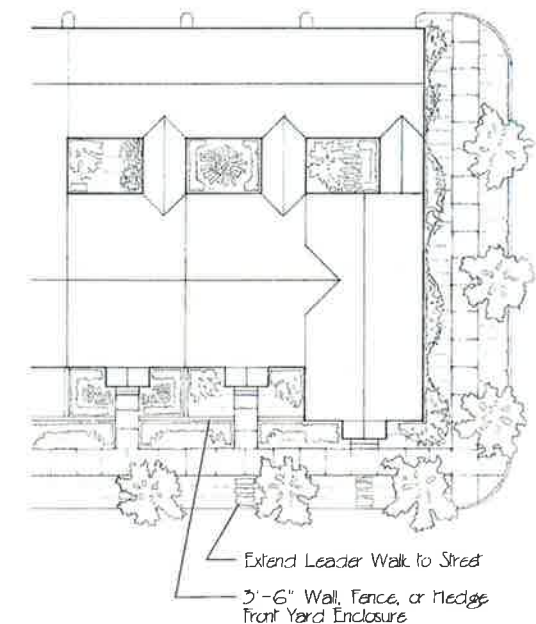
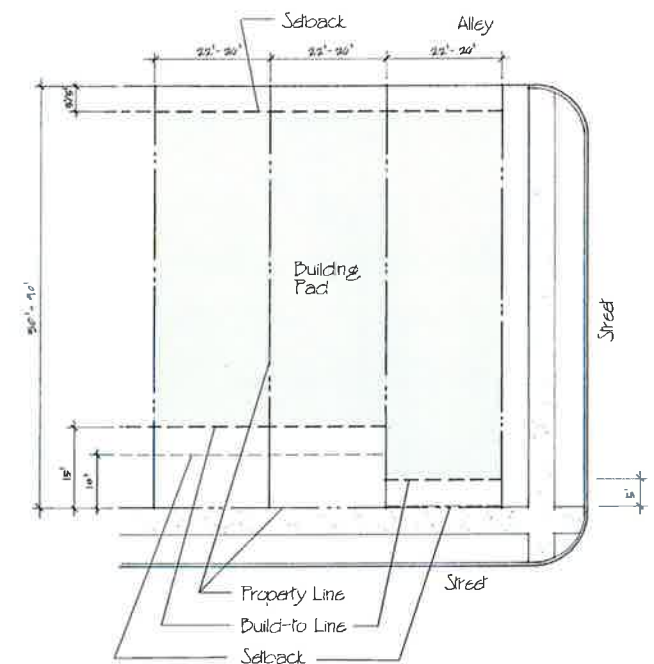
**Typical finished ceiling height not including coffers, finished Knee-wall attics, or other architectural building forms

Notes

Front Yards may be enclosed by a 3'-6" maximum fence, wall, or hedge.

Mechanical Yards shall be screened with a 5' fence, wall, or hedge.

Leader walks shall extend to the street curb and be appropriate to the building design.



Architecture



The purpose of this section of the Master Plan is to help establish a consistent architectural vision for the residential neighborhoods of Avemore. We have taken care to balance all of the complexities associated with contemporary development with the need to express an architectural point of view. The intent of these guidelines is to set Avemore above other developments in design quality and to establish an unmistakable sense of place that will sustain residents' pride in their community and keep drawing visitors to experience this unique place.

Places over Time

Avemore is envisioned as a place that is not frozen in a stylistic time period; rather the hope is that it will feel like a place that has been allowed to grow naturally over time. In this light, its architectural styles are varied and diverse, just as a real town would be after a hundred years of maturity.

This allowance for evolution is not to say that Avemore does not have standards. The guidelines reinforce local stylistic customs typical to the region across the full spectrum of time. House styles and materials common to the area are encouraged. Types that never existed in the area are not available as an option. Creativity is encouraged at all levels. Good, well-considered design is the bell-weather; but where the rules are meant to be explored or interpreted, the result should be an improvement not a blatant shortcut.

Design Quality and Practical Budgets

In all cases, the utmost care is taken to promote the highest design quality, regardless of cost. The position of these guidelines is that superior design quality can be achieved at any budget. But to do so, great care must be taken to design the buildings effectively, both aesthetically and cost-wise. Some styles and materials are more expensive than others, but these guidelines offer a range of solutions so that budgets of all levels can be met effectively.

A Job Well Done

These guidelines are offered as a resource to achieve an overall goal. They encourage the builder, the craftsman, the designer, the architect to rise to the challenge and help produce a meaningful community that will stand as a testament of our collective efforts for many years to come.



Looking East through a pocket Neighborhood

Classical Revival

Survey of Styles

Prominent from 1830 to 1860, the Classical Revival style appeared throughout the rapidly expanding nation, particularly in areas with sudden, large population growth, each region creating subsets of the style to complement its climate and natural materials. American architects trained abroad brought their classical training to the south resulting in Southern Colonial houses (though designed long after Colonialism had ended).

The Classical Revival house is characterized particularly by its classical detailing: classical columns with capitals and bases, decorative cornices used to trim gables, a porch as the entryway dressed with a transom and sidelights, elaborately paneled doors framed in wood or masonry, and recessed doors and windows. This style suggested opulence and social prominence.

The versatility of this higher-style design is evident in its use in urban and rural settings, both as narrow townhouses in Savannah and Terminus and as plantations throughout the south. Very common in the southern states, the Classical Revival style and its Greek Revival subset originated as a sign of power and economic stability, whereas a scaled-down version of the style represented a formal, higher-style design for middle-class residents.

Key Style Features

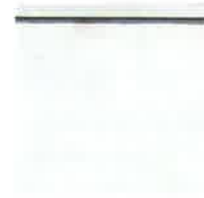
- Moderately-pitched roof
- Formal entry-door surround with transom and sidelights
- Classical detailing throughout, particularly on columns, pilasters, and cornices
- Limited, light-color palette
- Dark trim features



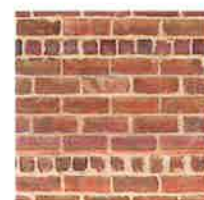
Streetscape



Lap Siding (Walls): In pre-Victorian styles, lap siding is almost always painted white. Exposure should be 4-1/2" to the weather. Corner boards and certain trim should be 5/4" material to receive the lap.

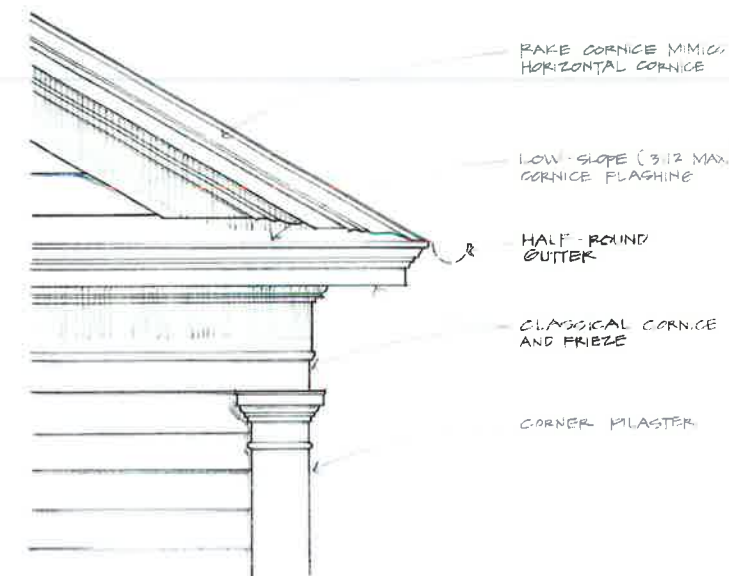


Stucco (Foundations and Chimneys): Traditionally, stucco is a surface treatment on masonry, and all details including perceived wall thickness at fenestrations should be expressed. Stucco should be carefully designed or avoided altogether on wood framed walls to avoid inauthentic control joints.

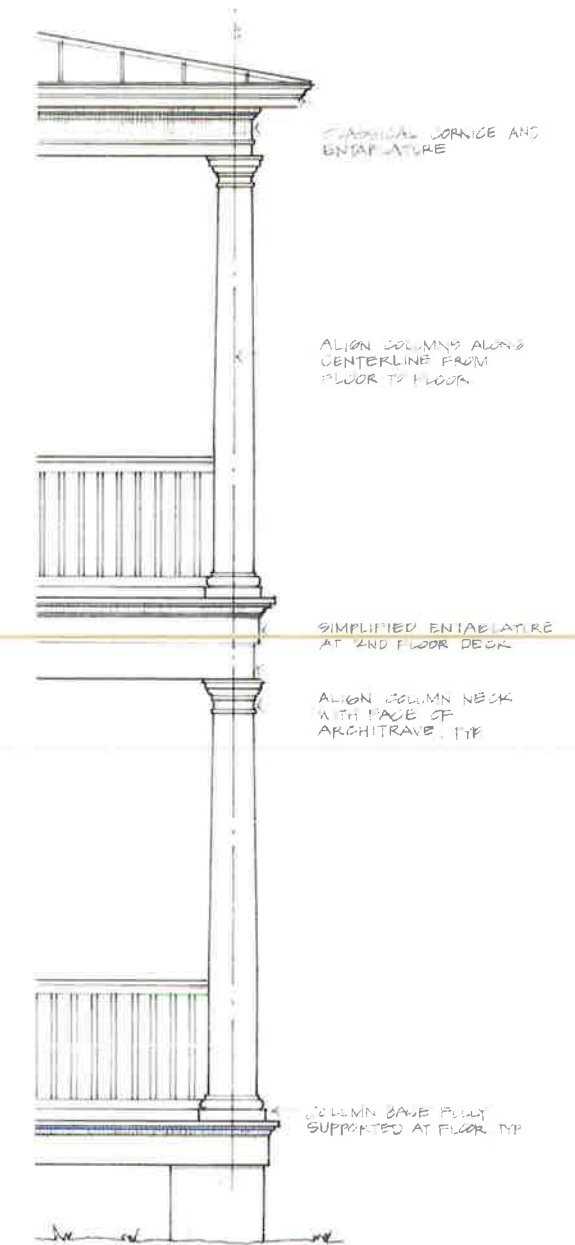


Brick (Foundations and Chimneys): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.

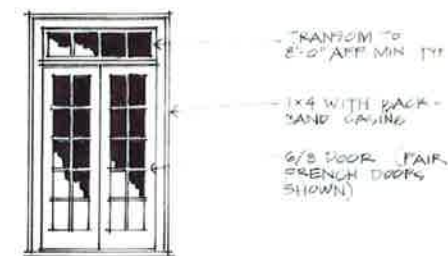
Typical Wall Materials



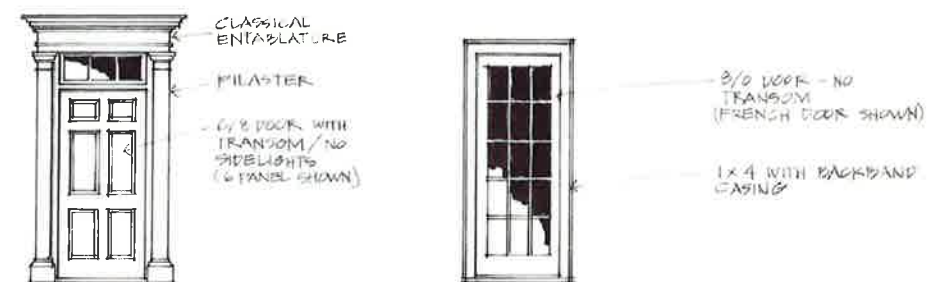
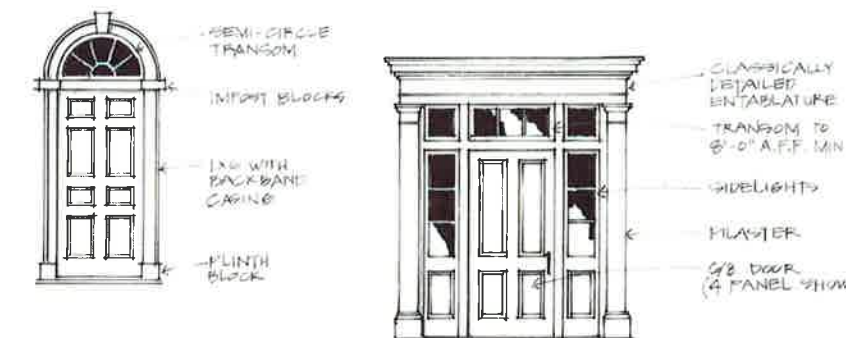
Cornice Detail



Porch Detail



Windows



Doors



Southern Vernacular

Survey of Styles

Vernacular Architecture is a general term to identify low-style, commonplace houses which exist across the country. Many subsets of vernacular architecture exist, their being distinguished by geographical region and sometimes the economic conditions of their inhabitants. One subset is the Southern Vernacular style, which can be distinguished into even further styles, including the Piedmont Plain and Victorian Vernacular.

Among the earliest styles in Georgia, Southern Vernacular exhibits quality craftsmanship, particularly since those who built the houses were often carpenters and builders who were following work. During the Industrial Period following the Civil War, the house style stayed largely the same with added elements, including porch posts and balustrades. Being southern, many of its features are influenced by climate, including the dog-trot through the middle of the house, the wide porch, and the shed added at the back.

Sophisticated versions of Southern Vernacular are more ornate. This Victorian Vernacular or Victorian Folk style is more decorative than the typical Southern Vernacular style, but it is not nearly as flamboyant as its Queen Anne cousin. Some differences distinguishing the Victorian Vernacular from the more typical Southern Vernacular include a wider range of colors, shingle-siding accents, more ornate shutters and doors, and more slender and often turned columns.

Key Style Features:

- Low-pitched, often a cat-slide roof
- Wide porches and overhangs
- Simplistic detailing
- Lap siding, usually painted white
- Simple shutters and doors, usually painted black, gray, or dark green
- Slender porch columns, often creatively chamfered



Massing



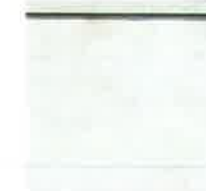
Streetscape



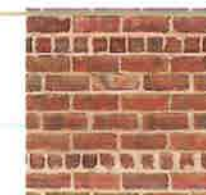
Lap Siding (Walls): In pre-Victorian styles, lap siding is almost always painted white. Exposure should be 4-1/2" to the weather. Corner boards and certain trim should be 5/4" material to receive the lap.



Board and Batten Siding (Walls): Board and batten is a traditional wall cladding method. Typically, the boards were up to 12" in width and the battens were 2". In pre-Victorian times, board and batten was almost universally painted white or tar-stained.



Stucco (Foundations and Chimneys): Traditionally, stucco is a surface treatment on masonry, and all details including perceived wall thickness at fenestrations should be expressed. Stucco should be carefully designed or avoided altogether on wood-framed walls to avoid inauthentic control.



Brick (Foundations and Chimneys): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.

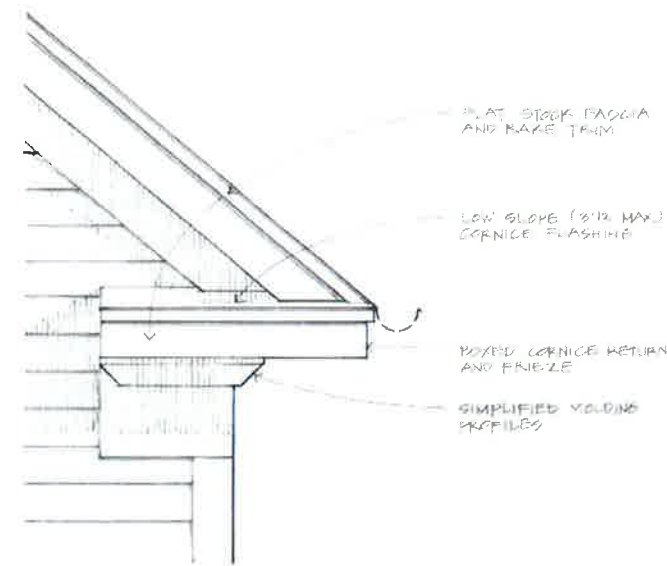


Board-formed Concrete (Foundations): Board-formed concrete has a utilitarian look characteristic of vernacular houses. Aggregate and sand content create an authentic expression.

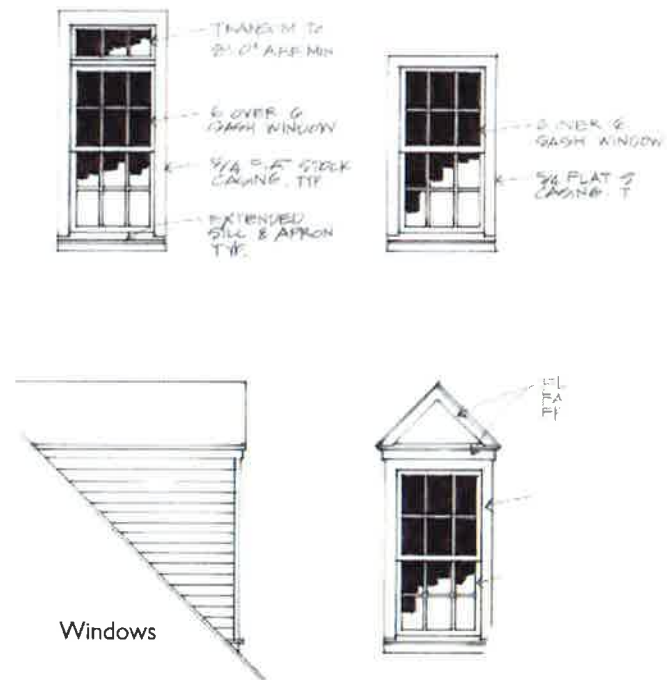


Stone (Foundations and Chimneys): Stone should be locally sourced and derive its character from local traditions. In Georgia, granite and field stone are used extensively. Avoid uncoursed rubble stacking.

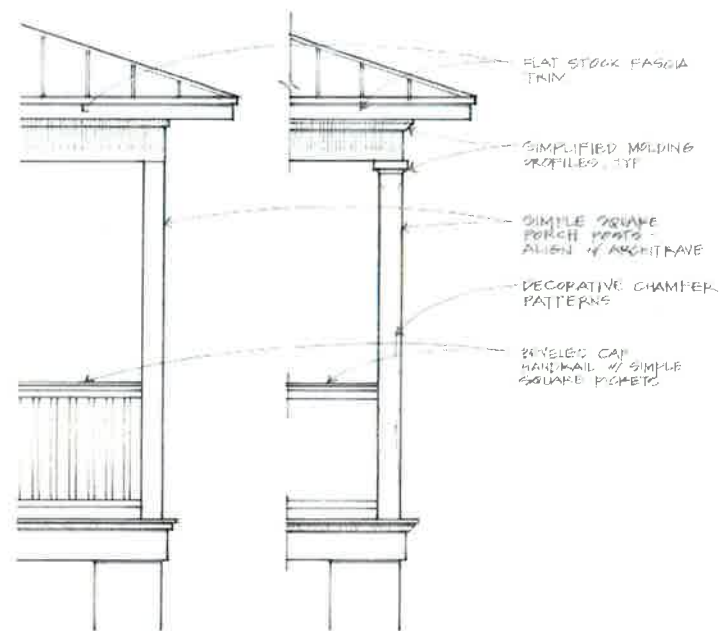
Typical Wall Materials



Cornice Detail



Windows



Porch Detail



Doors



Craftsman

Survey of Styles

The Craftsman style was inspired by the Gustave Stickley bungalow designs from the early 1900s to the late-1910s. The style quickly spread nationwide, particularly due to its having been published as a pattern in his popular magazine *The Craftsman* from which the style gets its name. Stickley was influenced by the English Arts and Crafts movement and by Asian wooden architecture, combining those elements to create an overall simple design with intricate details. Its fade from popularity was as rapid as its rise, and by the 1930s few Craftsman houses were being built.

The Craftsman style is a simple, hip-roofed box-form with modern details that showcased the art of the builder and construction process. Its roof is typically gabled and low-pitched with overhanging eaves and exposed rafters and beams. With the house at one-story or one-and-a-half stories, the roof may be front-gabled, cross-gabled, or side-gabled. The porch sometimes stretches across the length of the house, and simple columns support the roof and porch and are often set onto pedestals that extend to the ground. Square upper columns often rest upon very large brick, stucco, or stone pillars.

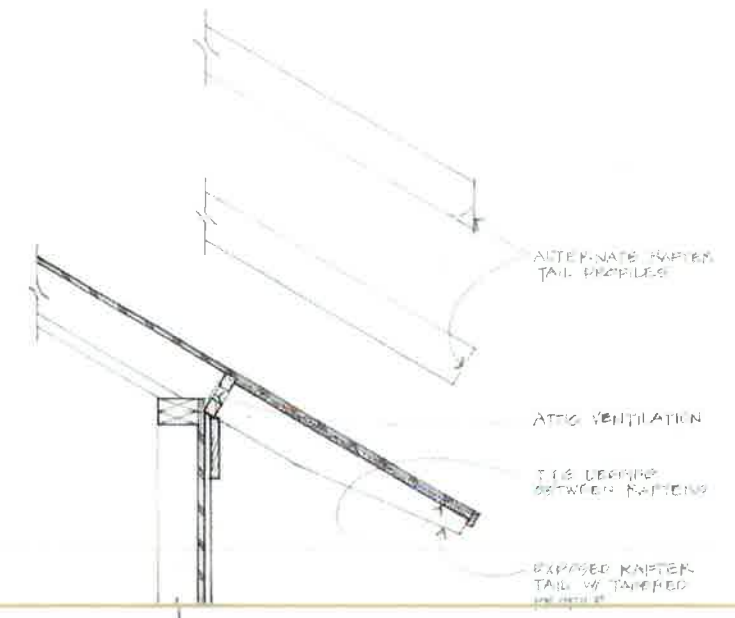
Siding for the Craftsman style is variable with lap-siding, board and batten, and shingles being common. As with the column pedestals, heavy materials such as stone, brick, and stucco are used to create impressive and significant chimneys and foundations. Windows are distinguished by transoms, large glass panes, and groupings of several windows across the façade.

Key Style Features

- One-story or story-and-a-half bungalow style with wide porches and overhangs
- Open rafter-tails
- Lap-siding and shingle-siding
- Large windows with creative muntin patterns



Massing



Rafter and Eave Details



Lap Siding: Lap siding may be used and painted a wide variety of colors as approved, including dark shades. Exposure is often the traditional 4-1/2" but may be much wider as part of the building's overall expression. Flush boards are not uncommon. Corner boards and certain trim should be at 5/4".



Shingle Siding (Walls): Shingle siding is typically up to 1" exposure to the weather and can be stained or painted. Shingles may be used as accents along with other siding materials, typically lap siding. Shingles are a place for design creativity such as varied course patterns

Typical Wall Materials



Stucco (Foundations and Chimneys): Traditionally, stucco is a surface treatment on masonry, and all details including perceived wall thickness at fenestrations should be expressed. Stucco should be carefully designed or avoided altogether on wood-framed walls to avoid inauthentic control



Brick (Foundations and Chimneys): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.



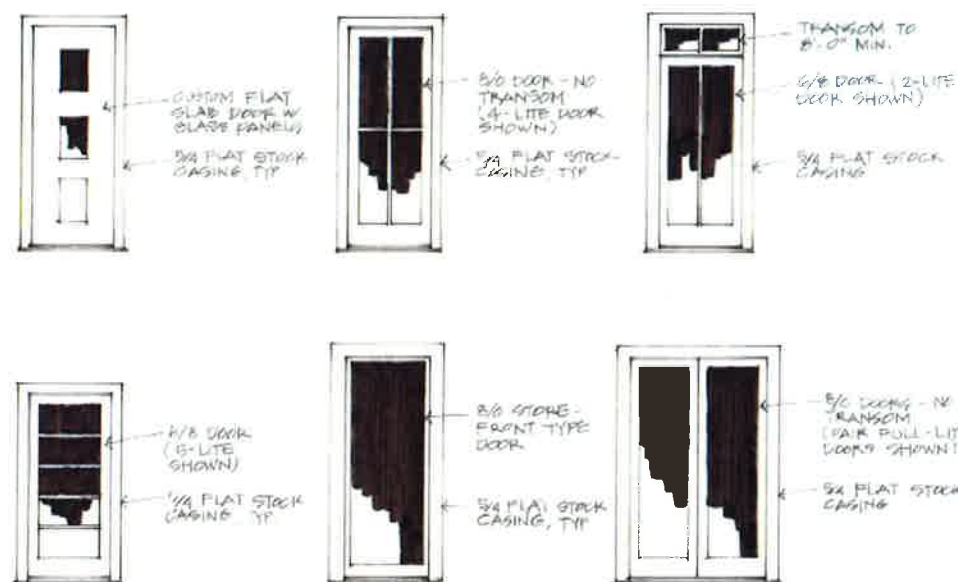
Board-formed Concrete (Foundations): Board-formed concrete has a utilitarian look characteristic of vernacular houses. Aggregate and sand content create an authentic expression.



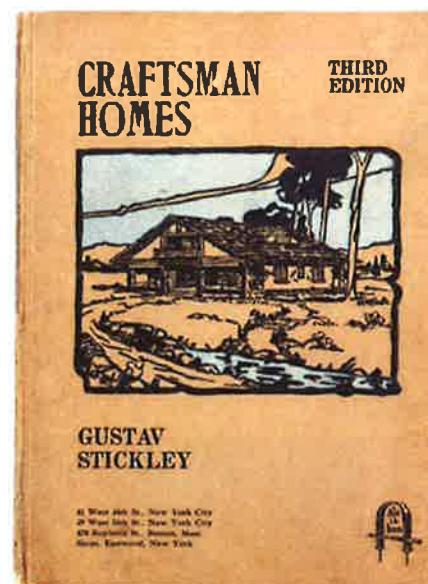
Stone (Foundations and Chimneys): Stone should be locally sourced and derive its character from local traditions. In Georgia, granite and field stone are used extensively. Avoid uncoursed rubble stacking.



Windows



Doors



Commercial & Store Front Retail

Survey of Building Types

Though not an architectural style, we want to highlight the characteristics of the Vernacular Storefront as a building form important to Avemore. Like the descriptions of the architectural styles, this description of the Vernacular Storefront as a building form will convey what the retail and commercial buildings in Avemore should look like.

The earliest commercial buildings were two or three stories high and were designed to look like the surrounding houses with residentially-scaled windows and doors. Over time, stores became distinct from residences with large bay, small-paned windows for displays and wood or canvas awnings and signage. Advances in the manufacture of iron and large panes of glass contributed to the more familiar businesses of the mid-19th century. Doors became more recessed, leaving room for the large windows to be placed at the front for displays. Larger, more prominent signage was cut and placed on the fascia for people to see from a distance. Above the stores were walk-up offices or residences.

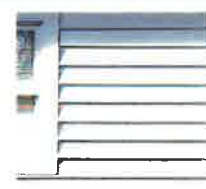
By the late 19th century, storefronts in the south added fixed metal canopies to provide shade so as to keep the building cooler year-round. Storefronts became more colorful and the use of specific typefaces became a popular way to distinguish one store from another.

Key Features

- Two- to three-story buildings
- Large windows for displays and decorative transoms
- Cast iron columns and lintels
- Recessed entryways
- Awnings and canopies
- Walk-up offices or residential on upper floors
- Signboard on the fascia above the storefront



Streetscape



Lap Siding (Walls): In pre-Victorian styles, lap siding is almost always painted white. Exposure should be 4-1/2" to the weather. Corner boards and certain trim should be 5/4" material to receive the lap.

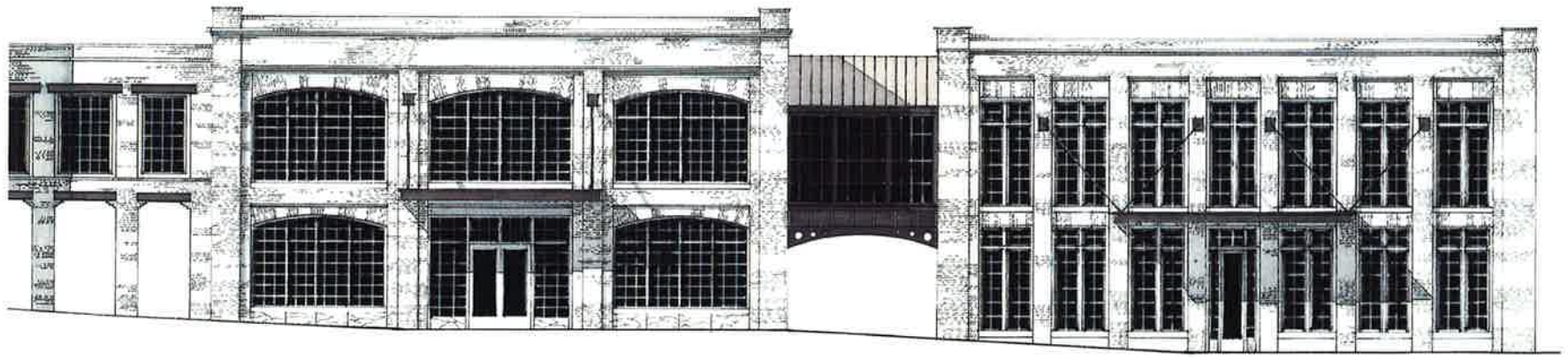
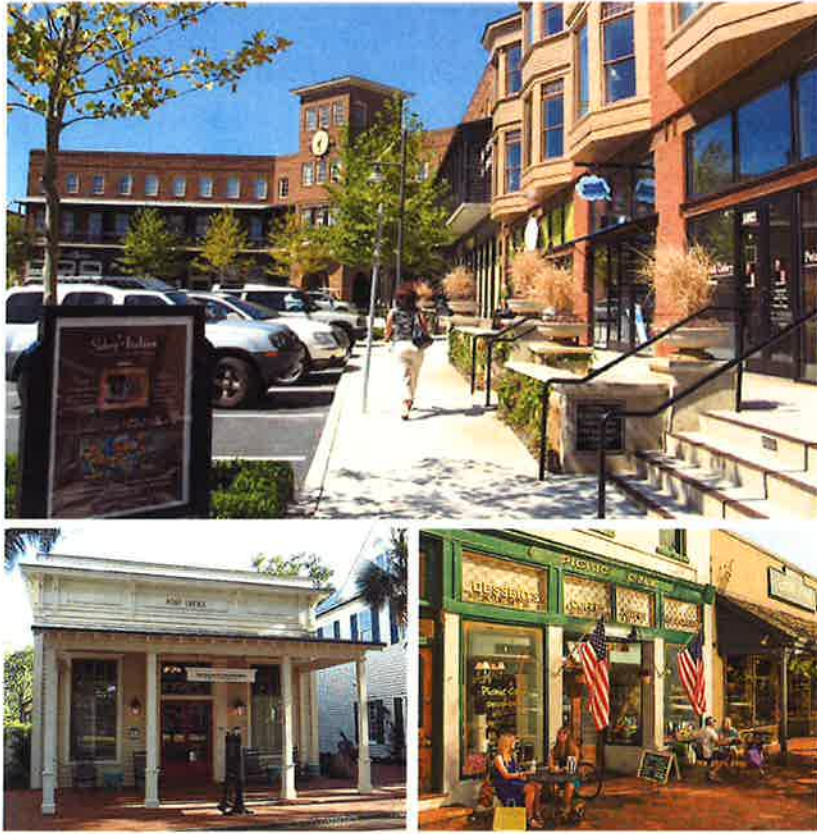


Brick (Walls): Brick should be of running or common bond. In pre-Victorian styles, its color and type should reflect the bricks available locally. In Georgia, a gray-red, wood-molded brick was most common. Designer bricks and colors should be avoided.

Typical Wall Materials

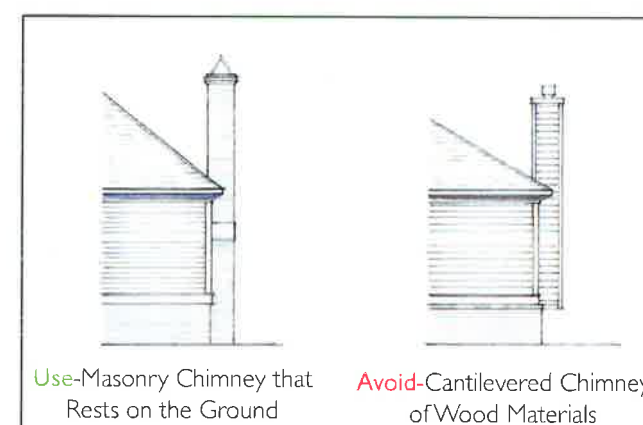
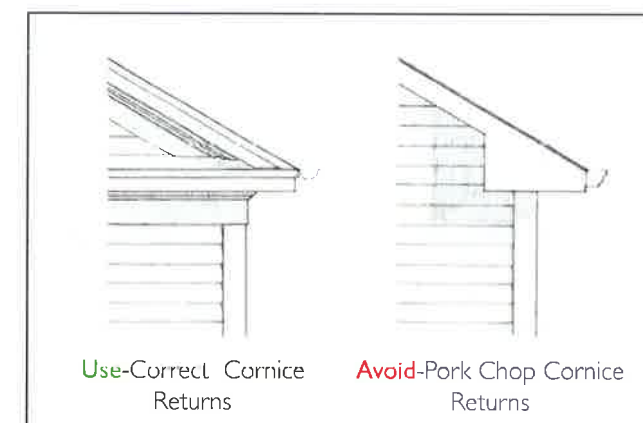
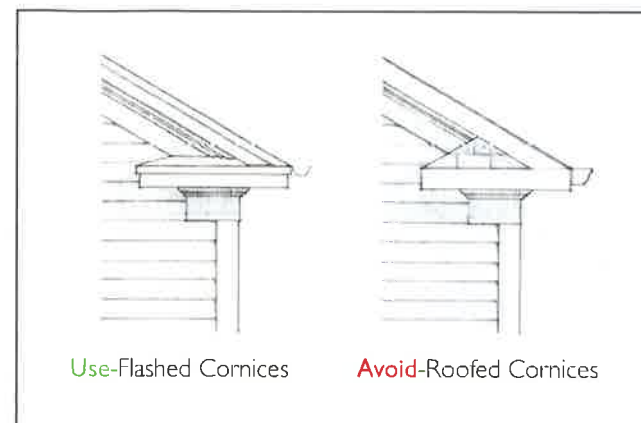


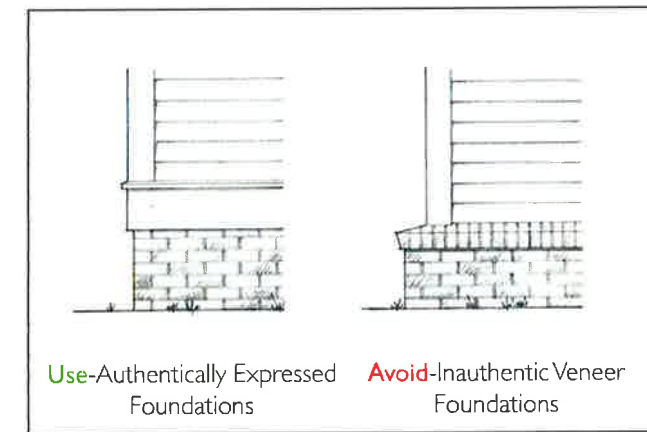
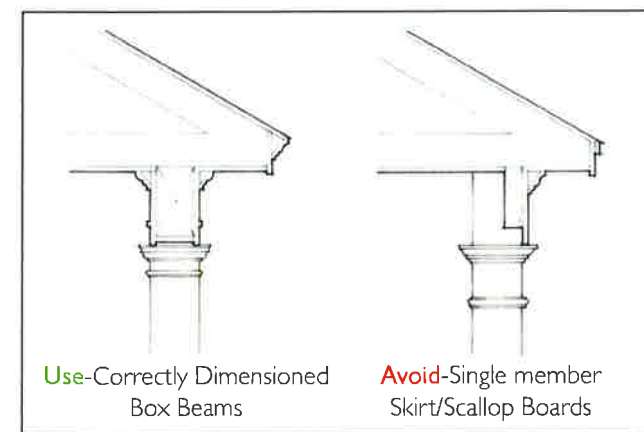
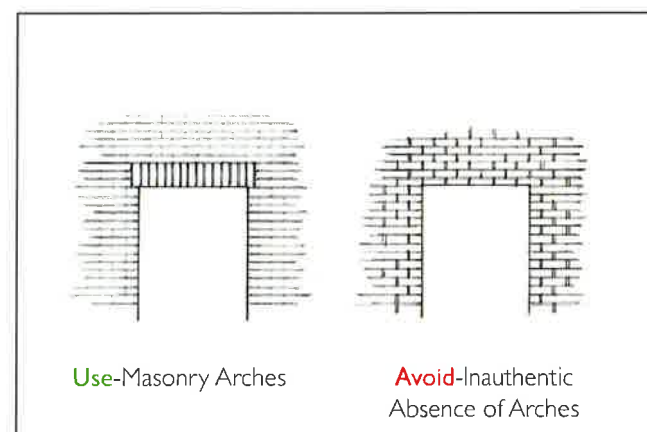
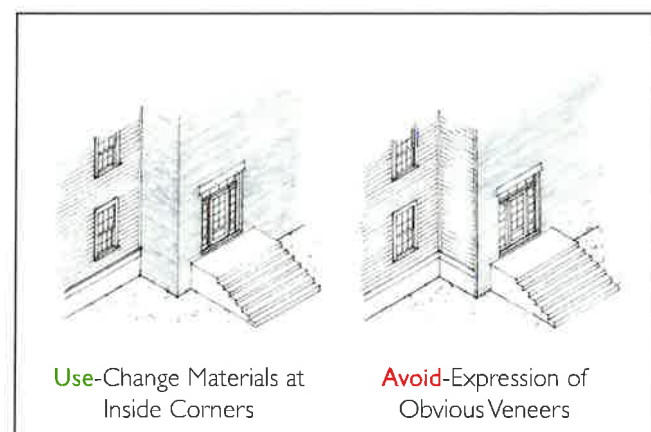
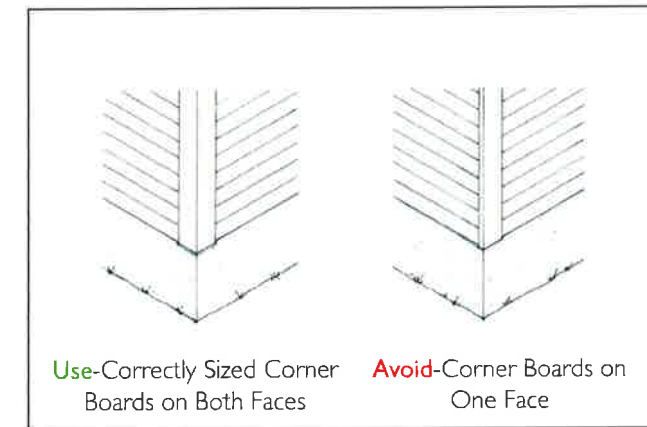
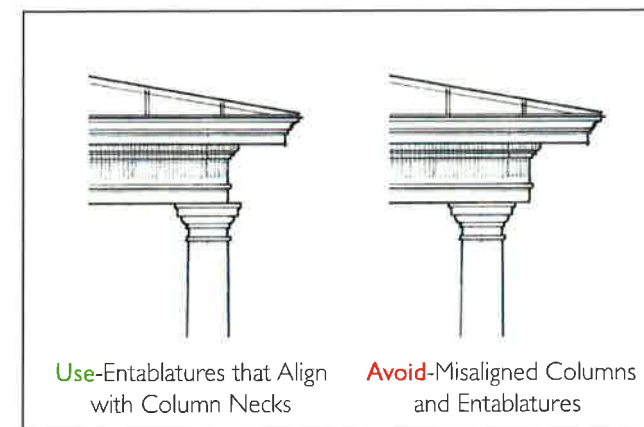
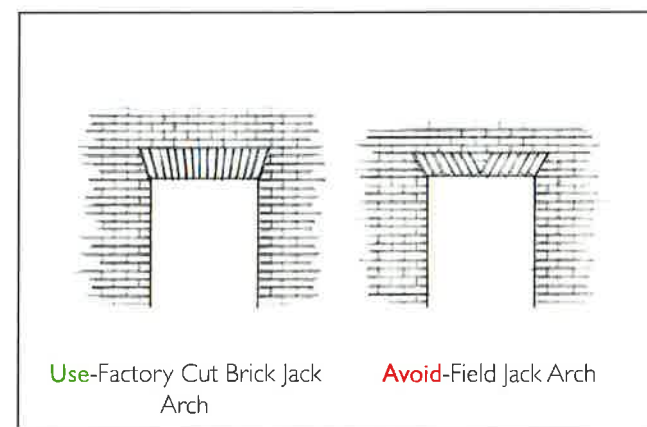
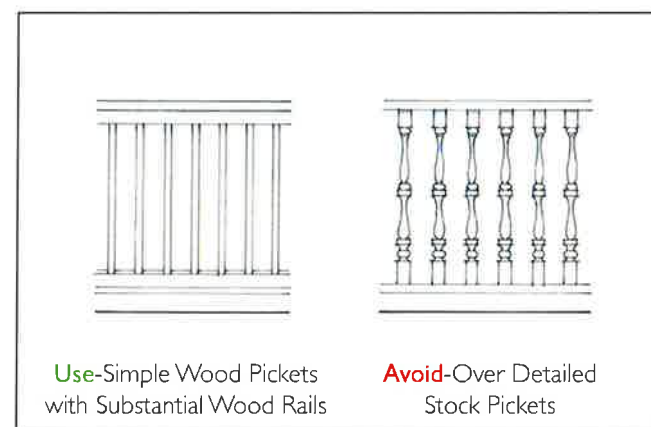
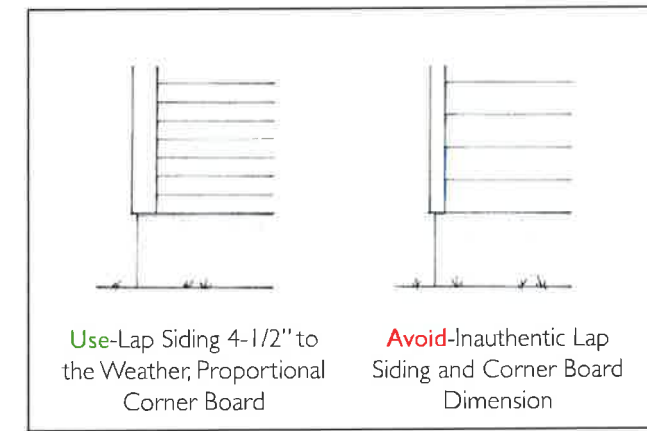
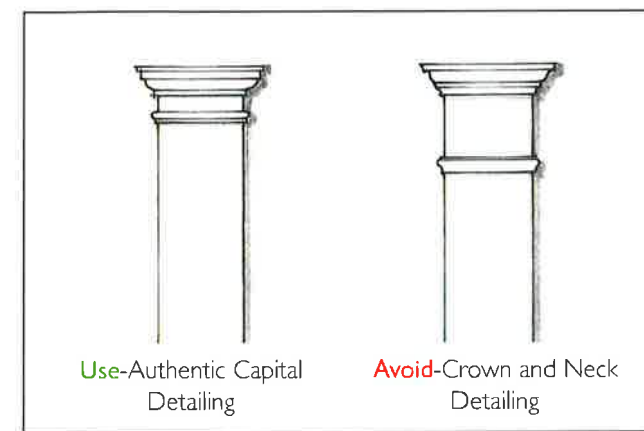
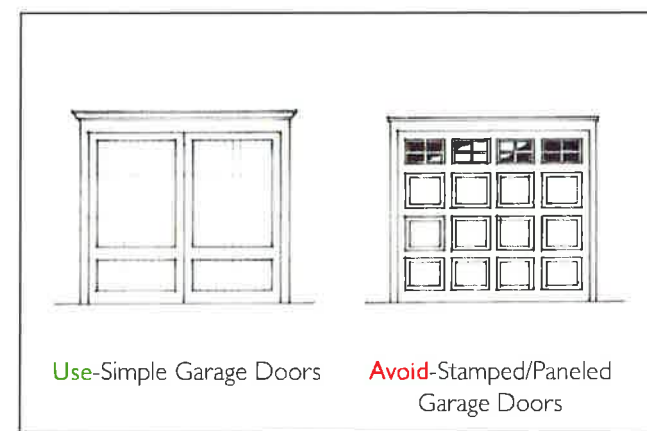
Streetscape



Best Practices

While there are countless subtleties of architectural detailing that can take a lifetime to master, the most common and glaring mistakes in details can be addressed quickly and easily with little to no impact on the project's budget. Illustrated here are the Best Practices of residential architectural detailing. These illustrations are by no means a comprehensive list, nor are their suggested solutions the only answer to common problems. Furthermore, different architectural styles address these conditions in their own well-considered manner. Shown here are solutions to common design mistakes that are easy to implement and offer a substantial improvement.





Architectural Criteria

The Architectural Criteria for the residential portion of Avenmore are listed below. The purpose of these criteria is to ensure the level of construction quality that the founders of Avenmore expect within their town. These standards also ensure that all members of the builders' guild are striving for the same level of quality. This expectation not only requires that all of the builders meet a minimum standard; it also provides a building environment where the work of each fellow builder helps to enhance the setting for his or her peers. Furthermore, residents who purchase homes early in the town's development can rest assured that the houses built in later phases meet their expectations of community construction quality.

Avenmore founders encourage a vibrant design and construction environment—an environment that encourages creative solutions to design goals. These criteria are not meant to limit such freedoms. They are, however, meant to promote a common baseline standard. Any solution that differs from these criteria but nonetheless is in the spirit of Avenmore's aesthetics and construction standards may be submitted for architectural review where it will be duly considered. In all cases, official building codes overrule these criteria. Each designer / builder is responsible for ensuring that his or her work meets current codes. Changes to an already approved design due to code enforcement must be resubmitted for Avenmore architectural approval.

Massing and Detail

Building massing is to be designed along historic and / or stylistic principals. In most cases, simplicity in massing is most authentic. "Builder" elevations, often associated with sprawl subdivisions, typically with multiple nested gables and complex massing, are strictly prohibited. All elevations are to be designed according to architectural standards as four sided structures with each elevation treated with architectural and stylistic intention. Secondary elevations may have simplified detailing according to stylistic and historic standards.

Foundations

Foundations shall be constructed of poured-in-place **concrete slabs, raised slabs, concrete stem walls, or concrete masonry units**. Foundation walls must be faced with stucco, brick, tabby, or coquina stone except as noted below. For the purposes of Avenmore, other stone foundation expressions are only allowed with specific Avenmore Design Review Board approval.

Foundations may express a **board-formed concrete** finish, which may be left exposed if the concrete mix is composed of river washed aggregate and sand or executed in tabby.

Foundation walls with a **stucco** aesthetic are allowed. Stucco must be 3-coat minimum, integral color; applied on brick or concrete block. Stucco on wood framing is allowed with a metal lath underlayment, and control joints must be appropriate to the style.

Foundation walls with a **brick** aesthetic are allowed. Brick color, brick type, and mortar color must be selected from the Avenmore Color and Material Palette.

Natural **stone** is allowed. Synthetic **stone** is prohibited without specific Avenmore Design Review Board approval.

Lattice infill between masonry piers shall be wood or approved synthetic material.

If a **foundation** is articulated in a masonry veneer, the floor systems must cantilever over the masonry veneer such that the finish wall above is flush with the foundation

Wooden front porches must be constructed on masonry **piers**. Piers may be of varying sizes, but the typical sizes conform to horizontal brick coursing with 1'-4", 1'-8", and 2'-0" being the most common.

Finish Floor elevations must have a height above grade as dictated by the Neighborhood Code.

Materials

Techniques

Walls

Walls expressing a **wood** aesthetic shall be clad in wood lap siding, wood board-and-batten, wood shingles, or wood panels. Approved cementitious materials may be substituted for natural wood products. Cementitious lap siding shall be equal to "Artisan" by James Hardie. An exposure of 4-1/2" to 5-1/4" is required for lap siding in traditional styles.

Walls with a **stucco** aesthetic are allowed. Stucco must be 3-coat minimum, integral color; applied on brick or concrete block. Stucco on wood framing is allowed with a metal lath underlayment, and control joints must be appropriate to the style.

Walls with a **brick** aesthetic are allowed. Brick color, brick type, and mortar color must be selected from the Avemore Color and Material Palette.

Walls with a **shingle** aesthetic are allowed. Shingles must be of wood or cementitious materials and must be installed with a uniform bottom edge.

Walls with a **corrugated metal siding** aesthetic are allowed. Corrugated metal siding must be galvanized or prefinished as allowable for certain architectural styles.

Natural **stone** is allowed. Synthetic **stone** is prohibited without specific Avemore Design Review Board approval.

Walls may express a **board-formed concrete** finish, which may be left exposed if the concrete mix is composed of river washed aggregate and sand or executed in tabby.

Trim shall be constructed of wood, pvc, synthetic composite, or cementitious materials.

Lattice shall be wood or approved synthetic material.

Vinyl siding or **aluminum siding**, including those that mimic traditional profiles, are prohibited.

Wall finishes and **trim** design are encouraged to be the same on all sides of a specific building mass.

Secondary masses may be designed in a simpler expression than the main building mass. However, such expression must be appropriate to the style.

When wall finishes differ, the **transition** must occur at inside corners or other logical locations that coordinate with the building's massing.

Doors and Windows

Exterior residential doors shall be **hardwood, fir, or pine**.

Exterior **fiberglass** doors are allowable only as approved by the Avemore Design Review Board on a case-by-case basis. In any event, fiberglass doors must be painted; however, faux wood grain texturing is not acceptable.

Plastic laminated, stamped metal, and leaded/beveled glass doors are not allowed.

Stamped metal doors, glass paneled doors, false muntin detailing, and faux wood graining are prohibited on garage doors.

Windows may be **wood, clad wood, or fiberglass**, and must be architecturally correct as determined by the Avemore Design Review Board. Materials must be paint grade or pre-finished.

Vinyl windows are allowed only when the window design accurately reflects historic profiles or a well considered contemporary expression. The Avemore Design Review Board must approve all window specifications. In any event, vinyl windows that do not mount within the window frame in the manner of traditional detailing, or that have raised chamfered sashes that give the window an appearance of being surface mounted are prohibited.

Storefront glazing systems are allowed in appropriate building styles. Such systems may be aluminum with pre-finished anodized or painted finishes.

Exterior doors and **door trim** must be designed as appropriate to the building style. They may be painted or stained.

Custom fabricated front doors are strongly encouraged.

Door hardware shall be appropriate to the style

Windows must have true divided lites or simulated divided lites. Detachable muntins and grilles between glass are prohibited.

Windows must be installed such that the sash sits within the wall framing. In stucco and brick facades, window frames and their casings should appear to be inset into the wall. Installation methodologies that require windows to attach to the front surface of the wall framing are prohibited.

Windows and trim, including casings, muntins, and mullions, must be designed as appropriate to the building style. For traditional styles, vertical proportions for the windows, sashes and individual lites are required.

Brick mold must not be used in non-brick cladding or stucco conditions.

Ganged windows must have a continuous sill.

Side and rear windows must compliment their elevations and given all due design consideration as the style requires. Windows on side elevations in zero-lot line conditions should be designed to protect the privacy of neighboring structures.

Windowsills must be 1-1/4" deep. 2" deep sills are encouraged. Sills must slope to the weather and have drip edges. Picture framed window casings below the sill are prohibited. Sills shall project from the surface of the wall.

Porches and Balconies

Columns shall be built of materials that reflect the character of the style of the house. Columns expressing a wooden character must be wood, fiberglass, or resin material. Columns, or column bases, reflecting a masonry material must be brick, stone, or board-formed concrete. Steel shapes and stucco maybe used for contemporary styles. Columns made of foam componets are prohibited. Sheet metal columns are prohibited in traditional styles. The Avemore Design Review Board must approve all column manufacturers as part of the approval process.

Porches are to be constructed of wood including wood decking. For traditional styles, porch framing shall be on piers (see foundations). Porches may be constructed of concrete in buildings with contemporary expressions. Stoops may be finished in materials appropriated to the foundation (see foundations). Porch ceilings should be rendered in bead board, flush boards, or tongue and grove boards. Plywood and exterior gypsum board ceilings are prohibited.

Railing systems are to be painted wood, iron, steel, glass, or other materials appropriate to the style. Annodized or pre-finished aluminum railing components are allowable in contemporary building expressions. Square pickets are encouraged for most traditional styles. Tapered and round pickets are acceptable. Avoid over-detailed classical railings and pickets. Prefabricated railing systems either made of polymers or stamped metal are prohibited.

Synthetic composition decking material is only allowed by specific approval of the Avemore Design Review Board.

Porches and balconies are a critical part of a building's architectural expression. Porches and Balconies should be considered essential rooms within the building's program.

Porch columns must be designed to the style of the building, classical columns, where used, must be architecturally correct, including entasis.

Structural steel shapes may be used in appropriate styles.

Railings must be appropriate to the style of the building. Traditional styles should have wood or iron rails with simple pickets and a top and bottom rail. Contemporary styles may have metal pipe, tension cable, or tempered glass panel railing systems.

Front and side porches should be designed to the style of the building. 8' deep porches are usually considered to be a minimum. 10' deep porches are encouraged.

Wooden front porches must be constructed on masonry piers. Piers may be of varying sizes, but the typical sizes conform to horizontal brick coursing with 1'-4", 1'-8", and 2'-0" being the most common.

Architectural Criteria

Continued

Roofs

Wood shingles and wood shakes are encouraged.

Historically appropriate asphalt shingles must be single-tab or three-tab. Asphalt shingles with a flat color and texture are encouraged for traditional styles.

“Architectural” shingles are allowed by specific approval from the Avemore Design Review Board. Colors must be selected from the Mixson Palette.

Standing-seam metal roofs are allowed but must be painted galvanized metal or copper.

“Pre-finished” metal roofs and seamless prefabricated metal roofs are allowed as approved by the Avemore Design Review Board.

Gutters shall be half-round metal and downspouts shall be round. Ogee gutters are not allowed.

Materials

Roofs are not only one of the critical functions of a building, they are also an important component of the building expression. All roofs are to be considered in terms of the intended architectural style and designed accordingly.

Roofs shall be simple gables or hips with symmetrical pitches about their ridges. Flat roofs are allowed in contemporary styles or styles reflecting a modern or historical industrial character. Roof slopes must be appropriate to the building style.

Nested gables shall only be used when the smaller gable is part of a porch or balcony.

Roof penetrations and equipment shall be located in a manner that minimizes their visual impact. In all cases their color should match the surrounding roof.

Metal Gutters must be half-round with round downspouts or custom designed to be appropriate to the style and must be made of copper or galvanized metal.

Rooftop solar panels are allowed. Size and placement must be approved by the Avemore Design Review Board.

Techniques

Trim, Millwork, and Shutters

All **trim** may be of wood, composite, cementitious, or synthetic solid stock materials. Non-wood materials should be of dimensioned material in standard wood profiles so that they may be worked as though wood. Extruded trim profiles are not allowed. **Shutters** may be constructed of wood or solid polymers. **Vinyl shutters** are prohibited. **Pre-finished shutters** are prohibited. **Nailed-on shutters** are prohibited

Architectural Features

Dormers shall be constructed of the same materials as walls, windows, and roofs. **Chimneys** must appear to be made of materials that are non-flammable: masonry material, stucco, or metal flues. Siding or other materials that are, or appear to be, flammable are prohibited on chimney masses. **Prefabricated chimney caps** typically manufactured of stamped aluminum are prohibited. **Window boxes** shall be made of wood. Exterior **light fixtures** shall be approved before installation. The light spectrum of all exterior lights shall be incandescent or equivalent. Each house must provide a light fixture for alley lighting in conditions where an alley exists. The fixture is to be approved by the Avemore Design Review Board.

Sitework

Fences shall be of wood construction. **Walls** shall be of masonry construction and shall relate to the foundation material of the associated house. **Walkways** must be surfaced in decorative pavers, brick, stone, or decorative gravel that is contained and on a compacted base. Thick **flagstone** stepping stones are acceptable. **Concrete** walkways are acceptable if finished with appropriate surface treatments such as rock salt-finished concrete or exposed aggregate. Masonry banding and edging is acceptable. **Drought tolerant plant materials** are required for all private lots. The use of grass and grass sod lawns is to be limited on private lots, and the design, extent, and type of grass shall be approved by the Avemore Design Review Board.

Trim and millwork is an important element within a building's architectural expression. A poorly detailed building is understood to be of low quality regardless of its expense. Expertise in millwork detailing and construction is a hallmark of well made buildings. **Trim and millwork** must be appropriate to the style of the building. **Trim** should be consistent throughout any given mass of a building. Secondary massing may have simplified trim as appropriate to the style, but in all cases, each building mass should receive an appropriate degree of trim based on the building's style. **Molding design** should reflect the style of the building. Common trim profiles may be used to compliment styles intended to have a degree of Sophistication. Flat stock and profiles cut down from flat stock should be used for vernacular styles. **Corner boards, band boards, and skirt boards** should be made of 5/4" materials to receive the profiles of lap siding. **Door and window casing** should be appropriate to the style and constructed of 5/4" materials. Picture framed window trim is not allowed. **Shutters** must be functional in nature. They must be operable, with the ability of closing completely over the window. Shutter design must be appropriate to the style of the building. All shutter specifications must be approved by the Avemore Design Review Board.

Dormers shall be habitable. In most traditional styles, dormer construction shall be such that the window casing is the entire face of the dormer: Wall cladding is not allowed on the front dormer face, only on the dormer sides. **Chimneys** are to be proportioned and detailed authentically according to the style. In most cases, **Chimneys** must contact the ground. Exceptions must be approved by the Avemore Design Review Board. **Spark arresters** must be specified and installed with care not to mar the aesthetic appearance of the building or appear to be out of style. **Light fixtures** should direct light downwards. Light fixtures must be appropriate to the architectural style. Landscape lighting is encouraged.

Fences, walls, and hedges are required on street frontages and must be appropriate to the style of house. Fences, walls, and hedges, as dictated by the Avemore Design Review Board, are required along the front property lines of certain Streets and other select sites. **Fences, walls, and hedges** should provide an enclosure. They should engage with building walls, other fences, hedges, or garden walls. Fences should provide an opening with a gate styled appropriately to the building. **Trash and recycling** areas shall be located in a permanent location enclosed by a fence, wall or hedge. **HVAC Condensers and utility meters** shall be likewise enclosed.



Submission Requirements

Predesign Meeting

Before design work begins, the designer must meet with the Avemore Design Review Board or its designated representative. This meeting will acquaint the designer with the overall design objectives of Avemore and will serve as a review of all of the design and submission requirements. In addition, lot specific issues may be reviewed.

Conceptual Design Package

A conceptual design package shall be submitted to the Avemore Design Review Board. Conceptual Design Drawings must be submitted electronically and must print to scale on standard-sized paper:

- a. Site Plan at 1" = 20'
 - 1. Indicate property lines and all setbacks, built-to lines, and easements. Indicate significant spot grades.
 - 2. Show building footprints. Include building overhangs and fire separation distances.
 - 3. Show all site improvements including sidewalks, leader walks, driveways, walls, fences, important hedge locations, mechanical yards, and waste enclosures.
 - 4. Indicate all legacy trees.
- b. Floor Plans at 1/8" = 1'
- c. Critical Exterior Elevations at 1/8" = 1'

All drawings must have a submission date and lot number. They should be accurate, drawn to scale, and drawn as hard-line drawings either by hand or by CAD.

Final Approval Package

Construction drawings shall be submitted to the Avemore Design Review Board. They must be submitted electronically and must print to scale on standard-sized paper. Construction drawings submitted for final approval must be the same as those submitted to the local building authorities for review.

- a. Site Plan at 1/8" = 1'
- b. Floor Plans at 1/8" = 1'
- c. Exterior Elevations at 1/8" = 1'
- d. Exterior Wall Sections
- e. Trim Details
- f. Window and door casing details
- g. Additional significant details including columns, handrails, porch beams, gable vents, foundation vents, etc.

Additional information shall be submitted as part of the Final Approval Submission Package:

- a. Product identification and specifications for doors, windows, shutters, columns, railing systems, and pre-fabricated components.
- b. Samples of exterior colors and materials may be requested. Colors and materials must be approved prior to painting the exterior of the building or installation of material.

Builder Responsibilities

Grading, Site-Planning, and Utilities

- The builder shall ensure that no portion of the home (roof, porch, etc.) shall extend over the property line or into the public rights-of-way.
- Excess grading materials shall not prohibit access by adjacent land owners / builders. Excess grading materials at the end of construction shall be removed at the builder's expense.
- The grading of each lot shall be coordinated with adjacent builders in order to ensure an aesthetic and functional transition between lots.
- The builder is responsible for controlling storm water leaving the builder's lot. Care shall be provided to avoid excess water flow and erosion onto adjoining properties. Alleys are for vehicular access and are not designed as a storm water conveyance system.
- Exposed utility appurtenances shall be landscaped to minimize visual clutter to the public or community areas. Any unconnected utility stubs shall be properly terminated before or after the sale of the home to eliminate unsightly wires, pipes, and conduits left after construction.
- The builder is responsible for acquiring all temporary utilities that the builder needs during construction.

Roads and Alleys

- Damage to fronting roads and curbs shall be avoided and will be the responsibility of the builder to correct.
- Because the builder will be acquiring property in as-is condition, some damage to curbs and frontage road may have already occurred and will be the responsibility of the builder to repair.

Landscape and Hardscape

- The builder is responsible for protecting street trees during construction.
- The builder is responsible for completing a landscape plan (Tree Protection Plan).
- The current landscape plans are approved by the developer; any revisions must be approved by the developer.

Soil, Sedimentation, and Erosion Control

- Each lot shall be protected from soil and wind erosion during construction. The builder shall coordinate erosion control measures with all other builders and the developer in order to achieve maximum cost-effective benefits. A single contractor handling all silt fencing, repairs, and regularly scheduled clean-up employing best management practices is preferred and may be implemented by the developer and charged to the builder in the event the builder does not provide for adequate management.
- The builder is responsible for erosion control measures on the lot(s). Any silt, sand, or mud washed or tracked onto adjacent streets or property shall be the responsibility of the builder and shall be cleaned up by the builder immediately.

Building Standards

In addition to complying with the design code for Avemore, the builder should construct homes that meet or exceed the National Association of Home Builder's National Green Building Standard (NGBS). The NGBS mandates the following:

- energy-efficiency improvements such as a high-performance building envelope, efficient HVAC systems, high-performance windows, and energy-efficient appliances and lighting.
- water conservation measures such as water-efficient

- appliances and fixtures, filtration systems and drought-resistant or low-maintenance landscaping.
- resource conservation using materials and techniques such as engineered wood and wood alternatives, recycled building materials, sustainably harvested lumber, and more durable products,
- indoor environmental quality considerations such as effective HVAC equipment, formaldehyde-free finishes, low-allergen materials, and products with minimum off-gassing or low-volatile organic compounds (VOCs),
- site-design planning to minimizing disruption and preserve open spaces, and
- home owner education through manuals and operating guides.

Site and Street Clean-Up

Each builder is responsible for maintaining a clean job site at all times. Dumping concrete waste or other construction waste or materials is not permitted on any streets or lots not owned by the builder. Any materials staged in streets or on land not owned by the builder must be approved by the developer. The developer may fine the builder for any supplemental clean-up or removal required, including but not limited to the following:

- Street cleaning
- Trash pick-up on any areas within the development caused by the builder or a sub-contractor
- Materials, equipment, or vehicles blocking bike lanes or streets

Infrastructure Maintenance during Construction

- Construction materials and debris shall be contained with the builder's lot(s) and not in any of the streets, common areas, or adjacent lots not owned by the builder. Debris shall be cleaned from the lot(s) on each Friday. Any debris or materials found outside the limits of the lot(s) may be removed from the site by the developer at the builder's expense. The builder shall reimburse the developer within 15 days of receipt of any invoice for such expenses.
- Concrete truck wash-out / waste shall be contained within the builder's lot(s).
- Any damage to infrastructure improvement by the builder or the builder's contractors may be repaired by the developer at the builder's expense.
- The builder shall cooperate with the developer in the completion of any infrastructure work including alleys.
- During the builder's construction period, if site clean-up becomes an on-going problem, the builder shall be asked by the developer to provide two laborers to assist in a weekly clean-up effort.
- The developer may schedule a water truck and street sweeper to clean the streets on a regular basis. The builder shall contribute to the cost of the trucks, operators, and water usage on a pro rata basis.
- All above items will be enforced onsite by the developer.



Notes

A note on copyright:

All work in this presentation is copyrighted by Rhinehart Pulliam & Company. Any photographs not copyrighted by RP&Co are thought to be in the public domain.

Artists and designers make their livelihood on the intellectual work they produce. Any work worth using is worth buying. It is our belief that ongoing relationships with designers are the best way for all concerned to prosper. In terms of building design, designers gain a livelihood and can continue to produce; builders, developers, and homeowners gain an ongoing source of quality products that are free of legal entanglements. Please help us preserve an industry that can be successful for all involved.

A note on graphic design:

This presentation is set in Gill Sans which was designed by Eric Gill in 1926. Its originating application was on a sign that Gill painted on the fascia over a bookshop owned by Douglas Cleverdon in Bristol, England.

Gill designed the face as a response to the typeface Kabel (named for the transatlantic communications cable), which was designed in Germany and indicative of the technological modernity popular on the continent. Not to be outdone, the Monotype Corporation published the fully-developed Gill San typeface in 1928.

The design was later picked up by the London and North Railroad and used extensively in its publications and signage for many decades. Eventually, British Railways adopted the face nationwide. Although British Rail discontinued its use in 1965, it retains its long-time association with rail signage and publications. It is currently the official face of the British government and the BBC, although the BBC has moved away from using it comprehensively in recent years. It also serves as the typeface for the Church of England in their common Worship service books. Gill Sans was the fifth most popular-selling typeface for the Monotype Corporation in the 20th Century.

Eric Gill was an accomplished sculptor and graphic artist and was trained as an architect. We use his typeface here to honor its intimate connection with building signage, from its first application on a bookstore to its use on structures today.



Rhinehart Pulliam & Company
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CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-12-22 – 105 West Church Street –Variance to Permit Residential Units on the Ground Level in the Commercial Mixed-Use Zone

CITY COUNCIL AGENDA DATE: September 13th, 2022

DATE: September 2nd, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Jay Davis of GD Construction & Development, LLC of Villa Rica, GA is requesting a variance from Section 3.11(4) of the City of Villa Rica Zoning Ordinance to permit residential units on the ground level within the Commercial Mixed Use (CMU) Zone. The Zoning Ordinance currently requires residential units to be located above commercial uses for any commercial-to-mixed use conversions.

BACKGROUND: The applicant proposes to renovate two existing buildings on the parcel, which are both one-story structures. The site currently houses several office and storage. The main building, a masonry structure, is proposed to house five residential units and one commercial office. The secondary building, a metal building, is to house several storage units and two commercial spaces.

Section 3.11(4) states the following with regard to conversions in the CMU zone:

“Structures developed for commercial use shall not be converted to a residential use, except for a commercial/residential mixed-use conversion, where residential living space is located above a commercial use at street-level.”

The applicant has indicated their reasons for the request is to preserve the current masonry building, since adding an additional floor is not feasible according to the applicant’s architect. The owner of the property has indicated the request is to fill long vacant space in the building and to increase the value of the property.

STAFF RECOMMENDATION:

Variance: **DENIAL**

Reasons:

- (1) There are various other uses permitted within this zone that can fill the vacant spaces (and not result in demolition of the main structure) without the variance request.

- (2) The purpose of this section of the ordinance (and the Downtown Activity Center in the Comprehensive Plan) is to promote a dynamic street life that's built on interaction, pedestrianism and a strong commercial center in our downtown. The granting of this request does not promote those goals compared to non-issuance of the variance.
- (3) Two of the studio uses are undersized and further relief will be necessary in order to permit the units as shown in the design schematic.
- (4) The request is self-imposed and the owner has indicated economic gain as a consideration.
- (5) The benefit of an approval does not outweigh the detriments of an approval.
- (6) The applicant has not demonstrated why a second floor is "not feasible" (structurally, financially, etc.).

PLANNING COMMISSION: N/A

MOTION:

I move to deny the variance request by Jay Davis from Section 3.11(4) *Transitional Uses in Mixed-Use Districts*.



September 1st, 2022

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

Re: Planning Report
Jay Davis
VA-12-22
105 West Church Street
Land Lot 147, District 2, Section 5
Parcel # V05 0160001
Acreage: 0.51
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Jay Davis (the Applicant) seeks a variance from Section 3.11(4) *Transitional Uses in Mixed-Use Districts* of the Villa Rica Zoning Ordinance, which requires for commercial uses to be located on the street-level and residential living space on upper floors. The applicant is proposing to locate five residential units and one office use in the primary structure on the site and two commercial tenants in the secondary “metal” building on the site. The variance is outlined in Section D.

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

1. Application for a Variance, dated May 12th, 2022, signed by Jay Davis (3 pages);
2. Applicant Statement/Letter, prepared by James W. Davis III (member of GD Construction & Development, LLC), dated August 13th, 2022 (1 page);
3. Owner Statement/Letter, prepared by Sam Large and Ada Large, notarized and stamped on August 1, 2022.
4. Warranty Deed, dated September 30th, 2004, signed by William Rex Camp (1 pages);
5. Schematic Design Deck, dated July 26th, 2022, prepared by Rickman Architecture and Design (8 pages).
6. Executed Purchase Contract, dated April 6th, 2022, signed by Ada H. Large and Samuel W. Large.



A. Existing Conditions

The subject property is located north of Church Street and east of North Candler Street. The parcel has frontage along both roadways (~109' of frontage on Church Street and ~200' of frontage along North Candler Street). The property is relatively flat and does not feature any water features.

The parcel is currently zoned Commercial Mixed-Use (CMU) and features a single-story brick office building on the southwest corner of the lot and a metal storage building in the rear of the primary structure facing North Candler Street. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the CMU Zone on the north, east and west, and the Central Business District (CBD) Zone to the south across West Church Street.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Mixed Use (CMU)	Downtown Activity Area
East	Commercial Mixed Use (CMU)	Downtown Activity Area
South	Central Business District (CBD)	Downtown Activity Area
West	Commercial Mixed Use (CMU)	Downtown Activity Area



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

B. Site History

The parcel is developed with a single-story, masonry building in the southwestern portion of the property and a metal building on the northwestern section of the lot. There are no zoning files related to this address on record that staff could locate. The property was previously zoned as Downtown-Commercial, which was a downtown overlay zone. The property was then rezoned during the citywide rezoning in 2020 to CMU, which was a lateral change in zoning.

C. Proposed Development

The applicant is proposing to reuse the existing buildings on site for a new mixed-use concept, which features commercial in the metal building and a mix of commercial and residential in the masonry building. Five residential units are proposed in the masonry building and one office suite.



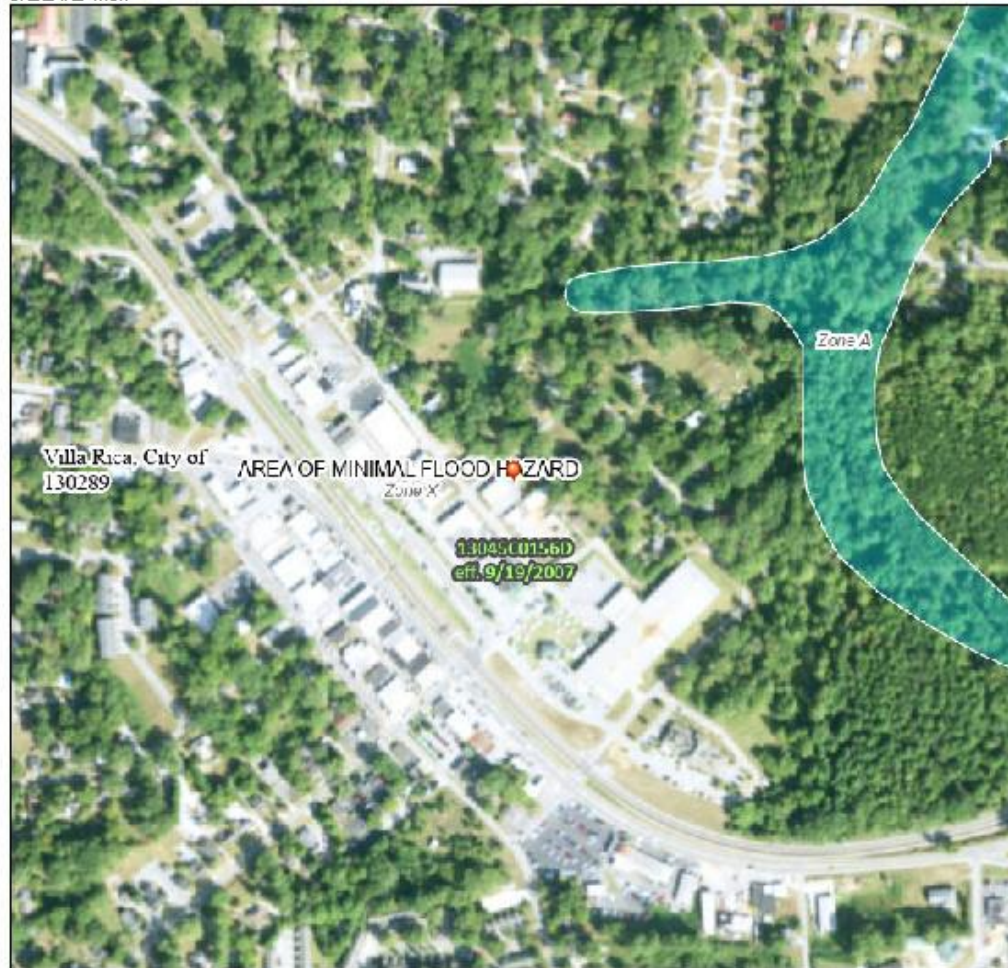
Flood Plain

The property is not located within a flood zone. No water features are located on the site. This parcel is located within Flood Zone X. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette



29753/22/W 557441.27N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
Base map: USGS National Map; Orthomagestry; Data refreshed October, 2020

Legend

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

SPECIAL FLOOD HAZARD AREAS	Whiteout, Base Flood Elevation (BFE) Zone A, V, AE2 White BFE or Depth Zone A, C, AG, AE, VC, AE Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X River Corridors 1% Annual Chance Flood Hazard Zone X Area with Protected Flood Risk due to Levees See Notes Zone X Area with Flood Risk due to Levees Zone O
OTHER AREAS OF FLOOD HAZARD	NO SCREEN Area of Minimal Flood Hazard Zone X Effective URMAs Area of Unincorporated Flood Hazard Zone O
GENERAL STRUCTURES	Channel, Outfall, or Storm Sewer Levee, Dike, or Roadwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Channel Transverse Base Flood Elevation Line (BFE) Limits of Study Jurisdiction Boundary Channel Transverse Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped The dot displayed on the map is an approximate point selected by the user and does not represent an exclusive property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 09/1/2022 at 4:28 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the entire or more of the following map elements are not present: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map images for unmapped and unincorporated areas cannot be used for regulatory purposes.

Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant has offered a letter explaining the application, but has not disclosed any bona-fide reasons for being unable to comply with the *Transitional Uses in Mixed-Use Districts* regulations. The owner has submitted a letter of support specifying that the purpose of the application is to improve the property value and to fill currently vacant space within the building, all while capitalizing off of the current site layout.

The Applicant has requested variance relief for the following:

1. Section 3.11(4) *Transitional Uses in Mixed-Use Districts*:

“Structures developed for commercial use shall not be converted to a residential use, except for a commercial/residential mixed-use conversion, where residential living space is located above a commercial use at street-level.”

The applicant proposes five units of residential in the main building and an office use, all on one floor. A second floor is not proposed.

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 not made clear by the applicant. Staff could not identify any benefits from an approval of the requested variance. The site is not zoned into inutility since both uses are permitted uses. A potential detriment would be less street interaction and dynamics within our Downtown Activity Area, which is not the intent of this character area.

The Future Land Use Plan prescribes “Downtown Activity Center” as the future land use for the parcel. The intent of the Downtown Activity Center is as follows:

“The Downtown District is and will continue to be the urban core of Villa Rica. Redevelopment and infill development should respect historic architecture and existing development patterns (including building placement, lighting, site features, streetscape, etc.), with emphasis on high quality construction and design. Maintaining a compact, pedestrian-oriented environment, with “human-scale” buildings will accommodate a more walkable community. In addition, a dispersed street grid network promotes enhanced traffic mobility. Moreover, supporting residential uses downtown, in the form of “above ground” residential developments (retail/commercial on ground floor) will provide the pedestrian traffic needed to sustain a downtown area.”

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 impact the development pattern within the Downtown Activity Center.



Variance Decision Criteria

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

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

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

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

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

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

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

The application of the code will not cause a practical difficulty. The variance request is self-imposed and is based on economic gain.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variance: DENIAL

Reasons: The applicant has not stated reasons for why the relief is necessary and the request appears self-imposed and based on economic gain.

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 September 2nd, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.



105 West Church Street (Jay Davis)

VA-12-22

September 1, 2022

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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)



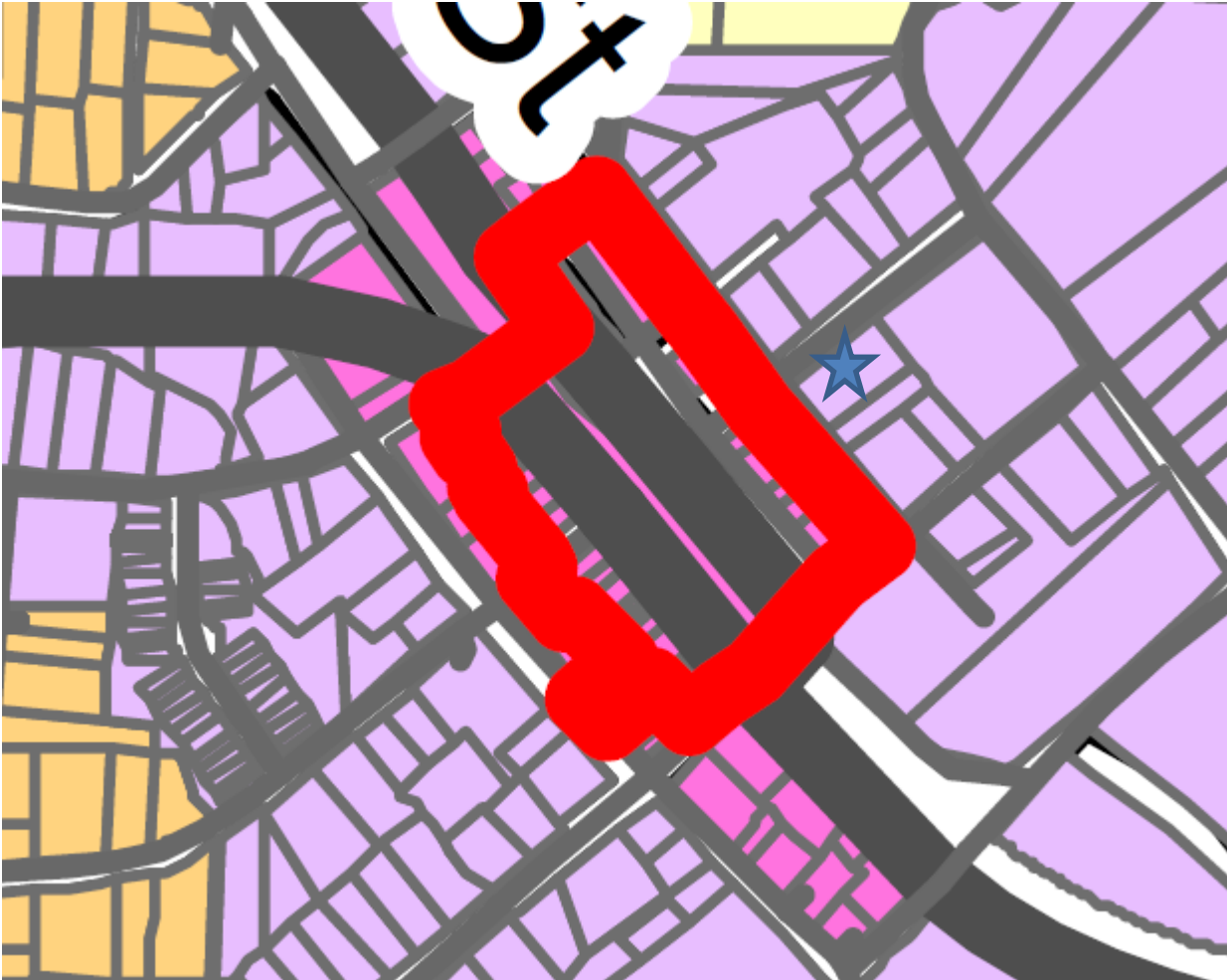
105 West Church Street (Jay Davis)

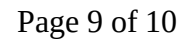
VA-12-22

September 1, 2022

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Villa Rica Zoning Map:







ACMEPROPERTYGROUP

COMMERCIAL PURCHASE AND SALE AGREEMENTOffer Date: 4/6/2022

2022 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 105 W Church Street
 City Villa Rica, County Carroll, Georgia, Zip Code 30180
 MLS Number: 5154657 Tax Parcel I.D. Number: _____

b. **Legal Description:** The legal description of the Property is attached as Exhibit A hereto.

2. **Purchase Price of Property to be Paid by Buyer.**
\$350,000.00

3. **Closing Costs.**
 Seller's Contribution at Closing: \$0.00

4. **Closing and Possession Date.** 5/27/2022 6/30/2022

5. **Closing Law Firm.** VIC HARRISON - DOUGLASVILLE, GA 6. **Holder of Earnest Money/Escrow Agent.**

Phone Number: _____ ACME Property Group

7. **Earnest Money.**

a. Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows:

☐ i. \$ _____ as of the Offer Date.

☒ ii. \$ 3500 within 3 days from the Binding Agreement Date.

☐ iii. _____

b. Disputes regarding Earnest Money shall be resolved by a reasonable interpretation by ☒ Holder OR ☐ arbitration.

8. **Due Diligence Period.** Property is being sold subject to a Due Diligence Period of 15 days from the Binding Agreement Date. Seller shall deliver Due Diligence Materials to Buyer within 15 days from Binding Agreement Date.

9. **Title Examination.** Buyer shall have 45 days from the Binding Agreement Date in which to furnish written title objections to Seller.

10. **Existing Brokerage Commissions or Management Obligations.** If there are any brokerage commissions or management obligations due in connection with any leases or other agreements pertaining to the Property, then ☒ the existing brokerage commissions or management obligations will be paid by Seller at Closing, OR ☐ Buyer will assume existing lease commissions and/or management obligations.

11. **Assignment.** Buyer ☐ may OR ☐ may not assign this Agreement in accordance with the terms of this Agreement.

12. **Brokerage Relationships in this Transaction.**

a. **Buyer's Broker is** Acme Property Group, LLC. and is:

- (1) ☒ representing Buyer as a client.
 (2) ☐ working with Buyer as a customer.
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. **Seller's Broker is** _____ and is:

- (1) ☐ representing Seller as a client.
 (2) ☐ working with Seller as a customer.
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
N/A

13. **Time Limit of Offer.** The Offer set forth herein expires at 12:00 o'clock p.m. on the date 4/7/2022

5:00 o'clock

4/11/2022

Buyer(s) Initials

JR

Seller(s) Initials

SR AR

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) Limited Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required); (e) a transfer tax declaration form properly signed and executed by Seller; and, (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy, including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C", if any. (All documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents".)
- d. **Conditions to Closing.**
- i. **Conditions in Favor of Buyer:** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
- (a) All representations and warranties of Seller made herein shall remain true and correct;
 - (b) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
 - (c) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
 - (d) There shall have been no material adverse change in the physical condition of Property, except as otherwise provided for in this Agreement; and
 - (e) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.
- ii. **Conditions in Favor of Seller:** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
- (a) All representations and warranties of Buyer made herein shall remain true and correct;
 - (b) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
 - (c) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

2. **Purchase Price of Property to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at Closing by wire transfer of immediately available funds, or such other form of payment acceptable to the Closing Attorney.

3. Closing Costs.

- a. **Seller's Costs:** Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel.
- b. **Buyer's Costs:** Buyer shall pay the cost of Buyer's counsel and consultants; all transfer taxes; any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents); and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance.
- c. **Taxes and Prorations.** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing; rents, tenant improvements costs and leasing commissions on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

4. Closing and Possession Date.

- a. Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

- 5. Closing Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

- 6. Holder of Earnest Money/Escrow Agent.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Earnest Money.

- a. Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
- b. Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below:
- (1) Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the closing of Property.
 - (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
- c. Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.

- d. **Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.
- (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.
- (2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.
8. **Due Diligence.** Buyer has paid Seller the sum of \$25, the receipt of which is hereby acknowledged by Seller, as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense, and at reasonable times, to inspect, survey, examine, and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.
9. **Title Examination.**
- a. **Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions:
- (1) Liens for ad valorem taxes not yet due and payable;
 - (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below.
 - (3) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").
- b. **Title Objections:** Seller shall have until the Closing to cure all valid title objections ("Title Cure Period"). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.
10. **Existing Brokerage Commissions or Management Obligations.** The Property may be subject to management, service or other contracts that affect the Property that cannot be terminated at Closing by Buyer. Seller agrees to provide Buyer with copies of any management, service or other contracts that affect the Property as part of the Due Diligence Materials to be delivered by Seller to Buyer.

11. **Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.
12. **Brokerage Relationships in this Transaction.**
- a. Seller has agreed to pay Listing Broker(s) a real estate commission pursuant to that certain brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). Pursuant to the terms of the Listing Agreement, the Listing Broker has agreed to share that commission with the Selling Broker.
- The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the Seller of the obligation to pay the remainder thereof after the closing unless the Broker(s) have expressly and in writing agreed to accept the lesser amount in full satisfaction of the Broker(s) claim to a commission.
- b. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).
13. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. **Notices.**

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

- 2. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damaged amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Up to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.
- 3. Representations and Warranties.**
- a. Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.
- b. Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.
- 4. Default.**
- a. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- c. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 5. Other Provisions.**
- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- c. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by the buyer's mortgage lender or the other party.
- d. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- e. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- f. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- g. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

- h. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
 - i. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
 - j. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
 - k. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
 - l. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
 - (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement.
 - m. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
 - n. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the obligations of the parties regarding ad valorem real property taxes; and (6) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
 - o. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
 - p. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - q. **Time of Essence:** Time is of the essence of this Agreement.
6. **Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
 - b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement.
 - c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
 - d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
 - e. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
 - f. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

7. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. **LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**

- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND
- b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.

9. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☐ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Materials
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations
- ☐ Exhibit "E" Permitted Title Exceptions
- ☒ Other see Page 3 of 3 Exhibit A
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

Seller will provide current and past rents for the property and all rented units

Seller to provide past 24 months financials for the property...including taxes, insurance, balance sheets, etc

Seller to provide list of utility providers for the property...gas, electric, garbage, etc

Seller to provide clear termite letter or remediation for any infestation

Seller agrees to pay selling agent commission of 3% of final sales price.

Att SWD Buyer to pay commission

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

1 Buyer's Signature

GD Construction Jeff Garrison Managing Partner
Print or Type Name

4/6/2022
Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Acme Property Group, LLC.

Buyer Brokerage Firm

Broker/Affiliated Licensee Signature

4/6/2022
Date

Zach Rogers

347268

Print or Type Name

GA Real Estate License #

(770) 450-9892

Licensee's Phone Number

Fax Number

zach@acmepropertygroup.com

Licensee's E-mail Address

Cherokee Association of Realtors

REALTOR® Membership

3760 Sixes Road Suite 126-166, Canton, GA 30114

Broker's Address

(770) 450-9892

Broker's Phone Number

(470) 582-9600

Fax Number

APGL01

MLS Office Code

H-76287

Brokerage Firm License Number

Seller Acceptance and Contact Information

1 Seller's Signature

SAMUEL W. LARGE
Print or Type Name

4/9/22
Date

5494 Britton Drive Villa Rica GA 30180
Seller's Address for Receiving Notice

404-273-6440
Seller's Phone Number: ☒ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Ada H. Large
Print or Type Name

4.9.2022
Date

5494 Britton Drive Villa Rica GA 30180
Seller's Address for Receiving Notice

404-259-7656
Seller's Phone Number: ☒ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

N/A

Seller Brokerage Firm

FSBO

Broker/Affiliated Licensee Signature

Date

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

adalarge@bellsouth.net

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____
and has been filled in by _____.



CONVENTIONAL LOAN CONTINGENCY EXHIBIT " A "



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of 4/6/2022 for the purchase and sale of that certain Property known as: 105 W Church Street, Villa Rica, Georgia 30180.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency. [Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]

☒ A.	FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
		<u>80</u> % of purchase price	<u>TBD</u> years	<u>6</u> % per annum (or initial rate on adjustable loan)	☐ Fixed ☐ Adjustable ☐ Interest Only	☐ Institutional ☐ Seller ☐ Other
☐ B.	SECOND MORTGAGE LOAN	<u> </u> % of purchase price	<u> </u> years	<u> </u> % per annum (or initial rate on adjustable loan)	☐ Fixed ☐ Adjustable ☐ Interest Only	☐ Institutional ☐ Seller ☐ Other

2. **Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

Approved Mortgage Lender(s)

Blanchard Investment Funding, LLC

(hereinafter singularly "Approved Mortgage Lender" and collectively "Approved Mortgage Lender(s)")

3. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be (in which event this Conventional Loan Contingency shall no longer be part of this Agreement). Nothing herein shall require the Seller to agree to amend this Agreement.
4. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.
5. **Financing Contingency.** Buyer shall have 45 days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice a letter of loan denial from a mortgage lender based upon the mortgage lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and mortgage lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit. Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period.

6. **Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) the Property not appraising for at least the purchase price unless this Agreement is subject to an appraisal contingency and an appraisal meeting the requirements of this Agreement has been performed; or (f) the lender not having completed underwriting the loan request.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

7. **Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.
8. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
9. **Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.
10. **Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.
11. **Appraisal Contingency.** In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Seller with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall not later than 45 days from the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Sales Price (F713) ("ATSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not timely submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

Seller shall, not later than three (3) days from the date of an ATSP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATSP or seek to negotiate with Buyer a lesser reduction in the sales price of the Property than what is reflected in the ATSP. If, within the above timeframe, an ATSP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATSP shall be waived and Buyer shall close on the Property for the purchase price set forth in this Agreement. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property.

Exhibit A

① Property sold "AS IS" NO warranties.

② Tenants in 90^{day} lease is not up until 30th of September 2022. He is allowed to complete lease if he wishes to.

③ Tenant in warehouse is on month to month. He will need at least a 30 day notice to vacate.

④ Commission to be paid by Buyer.

1 Buyer's Signature

GD Construction Jeff Garrison Managing Partner
Print or Type Name

2 Buyer's Signature

Print or Type Name

☐ Additional Signature Page (F267) is attached.

Acme Property Group, LLC.
Buyer Brokerage Firm

Broker/Affiliated Licensee Signature

Zach Rogers
Print or Type Name

Cherokee Association of Realtors
REALTOR® Membership

1 Seller's Signature

Samuel W. Large
Print or Type Name

2 Seller's Signature

Ada H. Large
Print or Type Name

☐ Additional Signature Page (F267) is attached.

Seller Brokerage Firm

Broker/Affiliated Licensee Signature

Print or Type Name

REALTOR® Membership



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: 5/12/2022

APPLICANT

Jay Davis for GD Construction & Development LLC, on behalf of owner Sam and Ada Large

Applicant Name: _____

Address: 105 W Church St City: Villa Rica State: GA Zip: 30180

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

Agent Name: Jay Davis

Address: 55 Goldworth Rd City: Villa Rica State: GA Zip: 30180

Phone: (770) 680-0418 Fax: () - Email: jaywd3@gmail.com

Owner Name (If different from applicant): Sam and Ada Large

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: Please see attached documents for a more complete request.

105 W Church St, Villa Rica, GA 30180

Property is MCU on one level in two buildings. We propose to use the main 4 unit building for residential purposes. We propose to keep the commercial space in the first and second building. We will upgrade the buildings. There is plenty of parking for the purpose proposed. It fits the use in the zoning as it will have both uses on site. A specific plan with drawings will be proposed.

I, Jay Davis, 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:


Signature of Applicant

for GD Construction & Development LLC

5/12/2022

Date

signature of Owner:


Ada Large

05/13/22


Sam Large

05/14/22


2R



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: _____

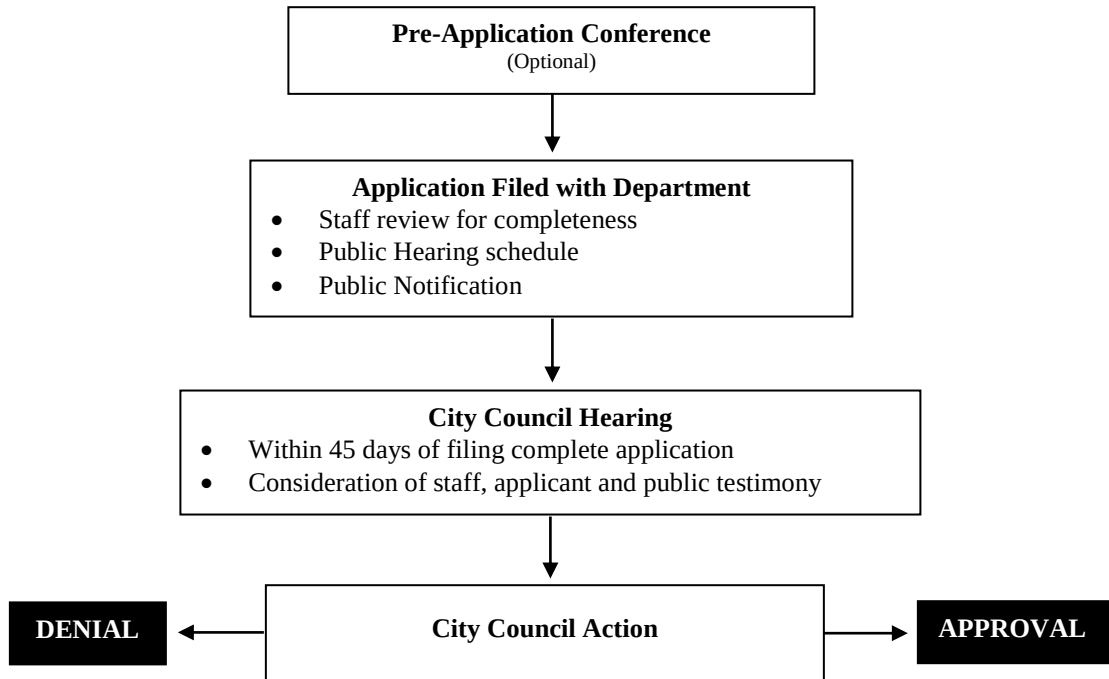
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS





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: 5/12/2022

APPLICANT

Jay Davis for GD Construction & Development LLC, on behalf of owner Sam and Ada Large

Applicant Name: _____

Address: 105 W Church St City: Villa Rica State: GA Zip: 30180

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

Agent Name: Jay Davis

Address: 55 Goldworth Rd City: Villa Rica State: GA Zip: 30180

Phone: (770) 680-0418 Fax: () _____ - _____ Email: jaywd3@gmail.com

Owner Name (If different from applicant): Sam and Ada Large

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: _____

105 W Church St, Villa Rica, GA 30180

Property is MCU on one level in two buildings. We propose to use the main 4 unit building for residential purposes. We propose to keep the commercial space in the second building. We will upgrade the buildings. There is plenty of parking for the purpose proposed. It fits the use in the zoning as it will have both uses on site. A specific plan with drawings will be proposed.

I, Jay Davis, 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.

DocuSigned by:


Signature of Applicant

for GD Construction & Development LLC

5/12/2022

Date

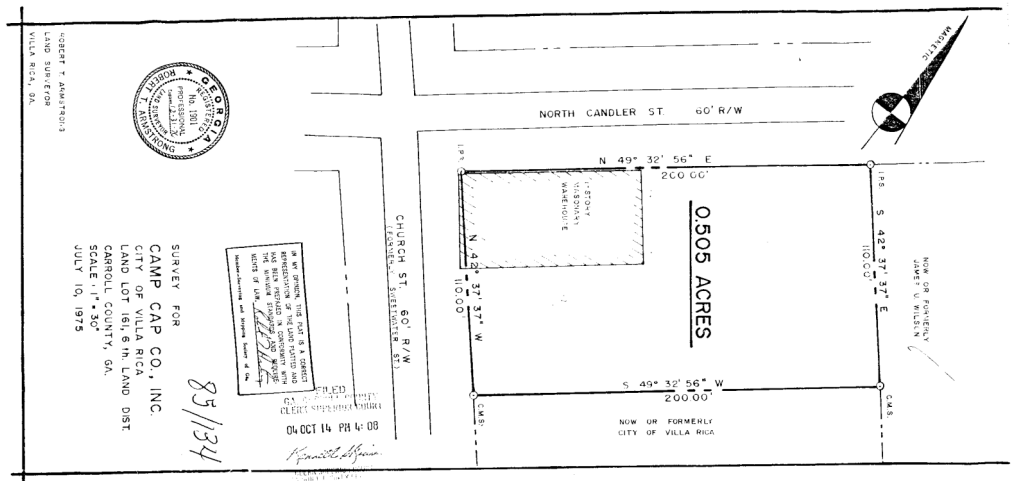
signature of Owner:


Ada Large

05/13/22


Sam Large

05/14/22



105 W Church

105 W Church is an existing +/-4,000 SF building with an additional structure (+/-1,500 SF) currently being used as a mostly vacant commercial space. The building and site are located within walking distance of a heavily populated and used restaurant district and lends itself to create living spaces for potential patrons of downtown Villa Rica. The building is in need of a renovation in order to attract tenants and is situated to provide easy access from the street level.

It is also a prime candidate to serve as a mixed-use building with residential tenants as well as commercial, which creates a diverse community of residents who live and work there. Unfortunately, the building is only 1 level and current zoning prohibits residential on the ground level. Given the existing building structure, adding multiple levels to this building is not feasible and would result in demolishing the building and building new, thus destroying this significant structure which once served a bolt manufacturing facility for the City of Villa Rica. I would highly recommend allowing residential to be located on the ground level, renovating the interior of the building to provide residential and commercial spaces and renovating the exterior to provide upgraded materials and covered areas that provide an aesthetically pleasing building with tenants that can showcase the ability of Villa Rica to provide urban infill development and improve our downtown.

From our architect

Michael Rickman AIA NCARB

Rickman Architecture + Design

224 W Montgomery St Villa Rica Ga 30180

678 282 7974 (office)

770 365 1967 (cell)

radga.com

CITY OF VILLA RICA
PLANNING AND ZONING
571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

8/1302022

Dear Mr. Johnson,

In RE: 105 W Church St Variance application

The owner of the property at 105 W Church St, Villa Rica, GA hereby submits that a Variance to Zoning application has been submitted on our behalf to the City of Villa Rica planning and zoning department at our request by GD Construction & Development LLC to allow for some residential use at the property site.

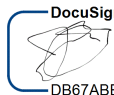
The Code section for the Variance is as below:

The section is Section 3.11(4) Transitional Uses in Mixed-Use Districts.

“Structures developed for commercial use shall not be converted to a residential use, except for a commercial/residential mixed-use conversion, where residential living space is located above a commercial use at street-level.”

The Variance is for us to allow residential use within the same structure in addition to the current commercial use. Subject, of course to all code and fire regulations for residential purposes.

Thank you for your consideration, and please advise us as to pertinent dates necessary for compliance with the continued variance to the zoning of the site.

DocuSigned by:

DB67ABEB63E243E...

8/30/2022

James W Davis III

Member, GD Construction & Development, LLC

9085

BK PG
2879 085

PT-61 022-200
 CARROLL COUNTY, GEORGIA
 REAL ESTATE TRANSFER TAX
 PAID 126.00
 DATE 10-14-04
 Kenneth Skinner
 CLERK OF SUPERIOR COURT

FILED
 CARROLL COUNTY
 CLERK SUPERIOR COURT
 04 OCT 14 PM 4:08
 Kenneth Skinner
 CLERK SUPERIOR COURT
 CARROLL COUNTY, GEORGIA

#2105

Return to: Timothy A. McCreary
 P.O. Box 310
 Villa Rica, Georgia 30180

SURVIVORSHIP DEED**STATE OF GEORGIA
COUNTY OF CARROLL**

THIS INDENTURE, made this 30 day of SEPTEMBER 2004, between CAMP CAP COMPANY, INC., of the County of Carroll, and State of Georgia of the first part, and SAMUEL LARGE AND ADA LARGE, of the County of Carroll, and State of Georgia, of the second part;

WITNESSETH:

THAT the said party/parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has/have granted, bargained, sold and conveyed, and by these presents does/do grant, bargain, sell and convey unto the said parties of the second part, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 161 of the 6th District of Carroll County, Georgia, and being in the City of Villa Rica, and being more particularly described, to-wit:

Commence at the intersection of the easterly right of way line of Church Street, said street having a sixty foot right of way and the southerly right of way of North Candler Street, said street having a sixty foot right of way and run thence along the southerly right of way of North Candler Street north 49 degrees 32 minutes 56 seconds east 200.00 feet to an iron pin; run thence south 42 degrees 37 Minutes 37 seconds east 110.00 feet; run thence south 49 degrees 32 minutes 56 seconds west 200.00 feet to the easterly right of way of Church Street; run thence along the easterly right of way of Church Street, north 42 degrees 37 minutes 37 seconds west 110.00 feet to an iron pin and the point of beginning.

Said property is being more fully shown as 0.505 acres on the survey entitled "Survey for Camp Cap Co., Inc." by Robert T. Armstrong, R.L.S. #1901, dated July 10, 1975, as recorded in Plat Book 85, Page 134, in the Office of the Clerk of the Superior Court, Carroll County, Georgia. Said survey and the description contained therein is hereby incorporated by reference.

TO HAVE AND TO HOLD, the said tract or parcel of land together 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 parties of the second part, for and during their joint lives and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND the said party/parties of the first part, for themselves, their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party/parties of the first part has/have hereunto set their hand(s) and affixed their seal(s) the day and year first above written.

CAMP CAP COMPANY, INC.

By: William R. Camp

Title: _____

Attest: Cadyn M. Camp

Title: _____

(Corporate Seal)

Signed, sealed and delivered in
 the presence of:

Witness

Notary Public

OCT 15 2004

RECORDED _____ KENNETH SKINNER, CLERK

CITY OF VILLA RICA
PLANNING AND ZONING
571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

8/1/2022

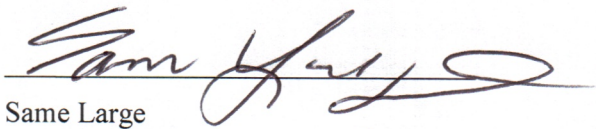
Dear Mr. Johnson,

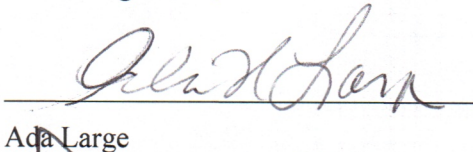
In RE: 105 W Church St Variance application

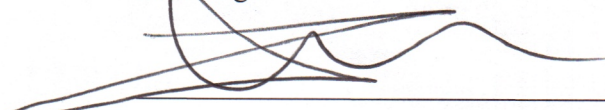
The owner of the property at 105 W Church St, Villa Rica, GA hereby submits that a Variance to Zoning application has been submitted on our behalf to the City of Villa Rica planning and zoning department at our request by GD Construction & Development LLC to allow for some residential use at the property site.

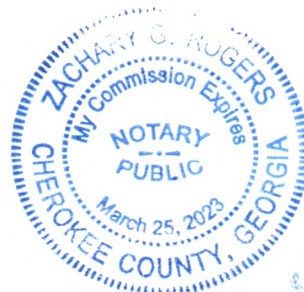
This property is under contract for sale with the applicant and we expect to close the sale upon acceptance of the variance from the City. Our property value is relatively low due to use restrictions under the current CMU zoning for our particular building site that only allows residential use on the second floors of commercial buildings within the zoning space. Our building has only one floor, but has lots of space that has largely remained unrented because of the road frontage issues on W Church St related to the City Plan for future commerce. Our application is intended to address that issue with the City for our property because of the particular historical quality of the building and the particular layout of the two buildings on the lot. Our hope is that the City can see the value in the proposed use variance for our property and the upgraded value of the building to the City tax register.

Thank you for your consideration, and please advise us as to pertinent dates necessary for compliance with the continued variance to the zoning of the site.


Same Large


Ada Large


Notary Public





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Modify Allied (Health Insurance) Plan Document

AGENDA DATE: September 13, 2022

DATE PREPARED: August 31, 2022

PREPARED BY: Wendell Strickland and Sarah Andrews

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve a modification to the Allied plan document.

BACKGROUND:

Council approved the October 2022-September 2023 plan document at the August 9, 2022 council meeting. Since that time, Strongside Solutions discovered that one of the plan enhancements was not allowed.

Initial Plan Modification Recommendation:

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

Revised - Plan Modification Recommendation:

The medical plan administrator Allied Benefit Systems advised Strongside Solutions that there would need to be plan coding involved in recommended plan changes above.

Allied can administer the Mammograms age change to 35. However, Allied Benefit Systems cannot administer the age change to 35 on the Colonoscopies due to hard coding in their systems.

New Recommendation:

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 Mammograms, starting at age 35, 100% plan paid
- Keep Colonoscopies covers at current age 45, no change.

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

Documents to be approved:

- Allied Plan Document modification

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the City Manager to sign the plan document modification listed above for plan year to be effective October 1, 2022 through September 30, 2023.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of 3 new 2023 Trucks for Water Distribution and WWTP use
AGENDA DATE: 9/13/2022

DATE PREPARED: 8/31/2022

PREPARED BY: Charles Davis / Deputy Public Works Director

AMOUNT: \$222,876.00

GL ACCOUNT #: 505-4330-542200 & 505-4440-542200

FUNDING SOURCE: Water and Sewer Fund

BUDGETED ITEM? Included in FY23 Proposed Budget

PURPOSE: To replace three 18+ year old work trucks that have become very expensive to keep on the road. This hurts both productivity and safety on work sites at both our lift stations, and water leak repairs in our Water Distribution Department and WWTP with day-to-day operations.

BACKGROUND: All of these trucks have to idle most all day to to the kind of work they perform at both lift stations and water leak job sites. The trucks are all in very poor shape and are old enough that often parts have to be sourced as used from salvage yards. The WWTP crane truck F-550 chassis cab will not need a new body, as the one on the current truck is fairly new and in good working order. There will be costs involved in transferring the current crane body to the new chassis. This cost is estimated to not exceed \$5000.00
No State Contract Pricing is available until after the Ford order backs open on or about 9/15/2023. All pricing for the 2023 model year will not be available until that date.

STAFF RECOMMENDATION: To purchase the new trucks from Don Rich Ford and have them upfitted with the work bodies from the various vendors as listed. I will verify that the prices from Don Rich Ford are at or under State Contract when they are available in mid-October, but with manufacturing only running 90 days at Ford's truck plants this year, starting in January 2023, if we do not order on day one of the order banks opening, we likely will not get these vehicles until the next year model at best. The Ford truck plants are only running from January 1st 2023 through March 30th 2023 this model year due to anticipated lack of parts availability.

*Total not to exceed cost for 2023 F-550 chassis cab for the WWTP Crane truck\$65148.00

*Total not to exceed cost for 2023 F-450 chassis cab for D&C and service body.....\$76631.00

*Total not to exceed cost for 2023 F-450 chassis cab and dump body for D&C.....\$81097.00

IMPACT: Delaying the purchase of these trucks will result in continuing expensive vehicle repair bills and long downtimes for critical equipment needed to maintain our infrastructure.

MOTION: I move to approve the purchase of the 3 each 2023-year model trucks equipped as specified and requested. One with a F550 cab and chassis only for WWTP, one F450 Cab and chassis with a service body for Distribution and Collection, and one F450 with a dump body for Distribution and collection. All at a not to exceed price of \$222,876.00 as listed in this document. These prices include the existing crane body transfer to the new F550 and all related purchase and installation parts and labor costs for the dump body and service body to be mounted on the two F450 trucks.

2022 Chassis Cab

F-550 XL For WWTP Crane Truck

Have vehicle
questions?



Representative exterior image shown. Actual exterior may vary. See your dealer for details.

Payment

- Base MSRP^{S1} \$49,185
- Total of Options^{S4} \$3,700
- Destination Charges^{S17} \$1,795
- Total MSRP^{S16} \$54,680
- Available Incentives^{S3} -\$0

Estimated Net Price^{S5}

\$54,680

\$929 Monthly Payment^{S6} Purchase based on \$5,468 down payment, 60 month term and 5% APR, \$0 trade-in-value

+10% 60,148

Dealer Information

Don Rich Ford Co Inc
221 East Montgomery Street

To R & R Crane Body - 5000²⁰
Total \$65,148⁰⁰

Villa Rica, GA 30180



Showing the nearest Authorized Dealer for the entered zip code

Model

- 2022 F-550 Regular Cab, XL, 4X4, DRW, 169", 7.3L 2V DECVT NA PFI V8 Gas Engine, Ten-Speed Automatic with Selectable Drive Modes, 4.88 Limited Slip Axle **\$49,185**

Paint^{S4}

- Oxford White \$0

Powertrain^{S4}

- 7.3L 2V DECVT NA PFI V8 Gas Engine
- 4X4
- Ten-Speed Automatic with Selectable Drive Modes
- 4.88 Limited Slip Axle

Packages^{S4}

- Payload Plus Upgrade Package **\$1,155**

Exterior^{S4}

- 19.5" Argent Painted Steel Wheels \$0
- Jack – 6 Ton \$0
- Transmission Power Take-Off Provision **\$280**
- Skid Plates – Transfer Case **\$100**
- Dual Battery \$0
- Alternator – 397 Amp Dual **\$115**
- Spare Tire, Wheel and Jack **\$350**
- 225/70Rx19.5G BSW Traction 4x4 Tire **\$215**
- Manually Telescoping/Folding Trailer Tow with Manual Glass **\$0**
- Platform Running Boards **\$320**

Interior^{S4}

- Medium Earth Gray \$0
- HD Vinyl, 40/20/40 Split Bench w/Center Armrest and Cupholder Manual Lumbar Seats \$0
- Carpet Delete \$0
- Trailer Brake Controller **\$300**
- 110V/400W Outlet **\$175**
- Upfitter Interface Module **\$295**
- AM/FM Stereo MP3 Player \$0

- AM/FM Stereo MP3 Player \$0
- SYNC® \$0

Standard Features

Power and Handling

- Engine - 7.3L 2V DECVT V8 Gas
- TorqShift® 10-Speed Automatic Transmission with Selectable Drive Modes
- Diesel Engine-Exhaust Braking (Diesel Engine)
- DEF Tank Level Gauge (Diesel Engine)
- Alternator - 240-amp (7.3L)
- Alternator - 240-amp (6.7L)
- Single Battery (750 CCA 78 AH) 7.3L F-450/F-550/F-600 XL & XLT
- Axle - Mono-beam front axle with coil spring suspension - (F-350 4X4, F-450, F-550 and F-600)
- Brakes - 4-wheel power disc brakes with Anti-lock Brake System (ABS); Hydro-boost (DRW)
- AdvanceTrac® With RSC® (Roll Stability Control™) and Trailer Sway Control
- Stationary Elevated Idle Control (SEIC)
- 40 Gallon aft-axle (F-350/F-450/F-550/F-600)
- Shock absorbers - Heavy Duty Gas
- Stabilizer bar - front
- Steering - power
- Steering damper
- Manual locking hubs (4x4 models only)
- Transfer Case - Electronic Shift-On-the-Fly (ESOF) 4-Wheel-Drive System (4x4 models only)
- Live Drive Power Takeoff Provision with Mobile and Stationary PTO Modes Diesel Engine
- Tough and Durable High-Strength Steel Frame
- Wheels - 19.5" x 6" Argent-Painted Steel (DRW)
- 225/70Rx19.5G BSW A/P
- 225/70Rx19.5G BSW A/S (6)

Exterior Features

- Bumper, front - black painted steel with black lower air dam
- Door Handles - black
- Quad Dual-Beam Halogen Headlamps

Interior Features

- Seats - Front, Vinyl 40/20/40 split-bench seat with center armrest, cupholder and storage
- Seats - Front, Manual Lumbar Support, Driver Side
- Seats - Rear, Vinyl 60/40 Fold-Up Bench Seat (SuperCab)
- Seats - Rear, 60/40 Flip-Up/Fold-Down Bench Seat (Crew Cab)
- Medium Earth Gray Interior Environment
- Air Conditioning - Manual Temperature Control
- Audio - AM/FM Stereo, (4 Speakers regular cab, 6 speakers Super Cab and Crew Cab)
- SYNC®
- Ford Pass™ Connect
- Dash-top tray
- Dome Lamp - door-activated instrument panel switch operated with delay
- Floor Covering - black vinyl
- Grab handles - driver and front passenger and roof ride handles; front passenger (also over rear doors with Crew Cab)
- Headliner - color coordinated cloth
- Instrumentation with tachometer and Message Center including odometer, trip odometer, distance-to-empty, average fuel economy, engine hour meter and warning messages
- Instrument Cluster - 2.3" Productivity Screen
- Map lights - dual (front and rear with Crew Cab)
- Powerpoint - Two Powerpoint in instrumentation center
- Steering Wheel Audio Controls
- Steering Wheel - Black Molded Polyurethane
- Visors - vinyl, driver w/pocket, passenger w/uncovered mirror
- Manual Tilt/telescoping steering wheel
- Six Factory-Installed Auxiliary Upfitter Switches
- Windshield wipers - intermittent control

Safety

- Airbags - front seat front with passenger-side deactivation switch (Regular Cab and SuperCab only)
- Airbags - Front seat and passenger Frontal

- LED Roof Marker Clearance Lights
- Tow hooks - (2) front, black
- Splash Guards/Mud Flaps - Front
- Grille - Black bar-style
- Mirrors - Manual Telescoping Trailer Tow with Manual Glass
- Glass - rear, solar tinted
- Window - rear, fixed, solar tinted

- Safety Canopy[®] System with roll-fold side-curtain airbags
- Belt-Minder[®], chime and flashing warning light on instrument cluster if belts not buckled
- Child tethers (Regular Cab, front passenger and all rear seating positions)
- Seat Belts - color coordinated with height adjustment (front outboard seating positions only)
- SOS Post Crash Alert System
- Autolamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated Headlamps

Packages

- SecuriLock[®] Passive Anti-Theft System (PATS)

Your Configuration: 2022 F-550 Regular Cab, XL, 4X4, DRW, 169", 7.3L 2V DECVT NA PFI V8 Gas Engine, Ten-Speed Automatic with Selectable Drive Modes, 4.88 Limited Slip Axle
Pricing shown for Zip code 30180 as of August 30, 2022 ^{S2}

Note. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5. Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price

displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ

2022 Chassis Cab

F-450 XL For Dist with Service Body.

Have vehicle
questions?



Representative exterior image shown. Actual exterior may vary. See your dealer for details.

Payment

- Base MSRP^{S1} \$47,910
- Total of Options^{S4} \$2,820
- Destination Charges^{S17} \$1,795
- Total MSRP^{S16} \$52,525
- Available Incentives^{S3} -\$0

Estimated Net Price^{S5}

\$52,525

\$0^{S6} Lease based on \$5,253 down payment, month term and mileage, \$0 trade-in-value

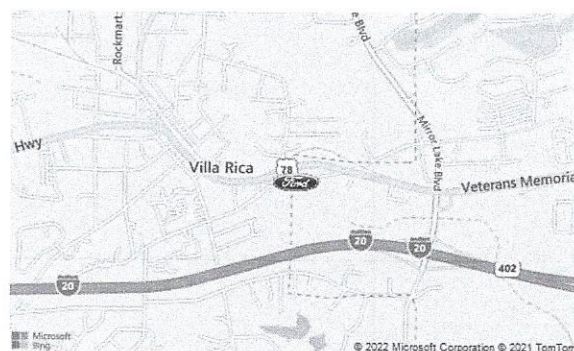
+10%

Estimated Total \$57,777⁰⁰

Dealer Information

Don Rich Ford Co Inc
221 East Montgomery Street

Villa Rica, GA 30180



Showing the nearest Authorized Dealer for the entered zip code

Model

- 2022 F-450 Regular Cab, XL, 4X4, DRW, 145", 7.3L 2V DECVT NA PFI V8 Gas Engine, Ten-Speed Automatic with Selectable Drive Modes, 4.88 Limited Slip Axle \$47,910

Paint^{S4}

- Oxford White \$0

Powertrain^{S4}

- 7.3L 2V DECVT NA PFI V8 Gas Engine
- 4X4
- Ten-Speed Automatic with Selectable Drive Modes
- 4.88 Limited Slip Axle

Packages^{S4}

- Extra Heavy-Service Suspension Package \$125

Exterior^{S4}

- 19.5" Argent Painted Steel Wheels \$0
- Jack – 6 Ton \$0
- Transmission Power Take-Off Provision \$280
- Skid Plates – Transfer Case \$100
- Exterior Backup Alarm \$150
- Dual Battery \$0
- Alternator – 397 Amp Dual \$115
- Center High-Mounted Stop Lamp (CHMSL) \$0
- Spare Tire, Wheel and Jack \$350
- 225/70Rx19.5G BSW Traction 4x4 Tire \$215
- Manually Telescoping/Folding Trailer Tow with Manual Glass \$0
- Platform Running Boards \$320

Interior^{S4}

- Medium Earth Gray \$0
- HD Vinyl, 40/20/40 Split Bench w/Center Armrest and Cupholder Manual Lumbar Seats \$0
- Carpet Delete \$0
- Trailer Brake Controller \$300

- Trailer Brake Controller \$300
- 110V/400W Outlet \$175
- Upfitter Interface Module \$295
- AM/FM Stereo MP3 Player \$0
- SYNC® \$0

Standard Features

Power and Handling

- Engine - 7.3L 2V DECVT V8 Gas
- TorqShift® 10-Speed Automatic Transmission with Selectable Drive Modes
- Diesel Engine-Exhaust Braking (Diesel Engine)
- DEF Tank Level Gauge (Diesel Engine)
- Alternator - 240-amp (7.3L)
- Alternator - 240-amp (6.7L)
- Single Battery (750 CCA 78 AH) 7.3L F-450/F-550/F-600 XL & XLT
- Axle - Mono-beam front axle with coil spring suspension - (F-350 4X4, F-450, F-550 and F-600)
- Brakes - 4-wheel power disc brakes with Anti-lock Brake System (ABS); Hydro-boost (DRW)
- AdvanceTrac® With RSC® (Roll Stability Control™) and Trailer Sway Control
- Stationary Elevated Idle Control (SEIC)
- 40 Gallon aft-axle (F-350/F-450/F-550/F-600)
- Shock absorbers - Heavy Duty Gas
- Stabilizer bar - front
- Steering - power
- Steering damper
- Manual locking hubs (4x4 models only)
- Transfer Case - Electronic Shift-On-the-Fly (ESOF) 4-Wheel-Drive System (4x4 models only)
- Live Drive Power Takeoff Provision with Mobile and Stationary PTO Modes Diesel Engine
- Tough and Durable High-Strength Steel Frame
- Wheels - 19.5" x 6" Argent-Painted Steel (DRW)
- 225/70Rx19.5G BSW A/P
- 225/70Rx19.5G BSW A/S (6)

Exterior Features

- Bumper, front - black painted steel with

Interior Features

- Seats - Front, Vinyl 40/20/40 split-bench seat with center armrest, cupholder and storage
- Seats - Front, Manual Lumbar Support, Driver Side
- Seats - Rear, Vinyl 60/40 Fold-Up Bench Seat (SuperCab)
- Seats - Rear, 60/40 Flip-Up/Fold-Down Bench Seat (Crew Cab)
- Medium Earth Gray Interior Environment
- Air Conditioning - Manual Temperature Control
- Audio - AM/FM Stereo, (4 Speakers regular cab, 6 speakers Super Cab and Crew Cab)
- SYNC®
- Ford Pass™ Connect
- Dash-top tray
- Dome Lamp - door-activated instrument panel switch operated with delay
- Floor Covering - black vinyl
- Grab handles - driver and front passenger and roof ride handles; front passenger (also over rear doors with Crew Cab)
- Headliner - color coordinated cloth
- Instrumentation with tachometer and Message Center including odometer, trip odometer, distance-to-empty, average fuel economy, engine hour meter and warning messages
- Instrument Cluster - 2.3" Productivity Screen
- Map lights - dual (front and rear with Crew Cab)
- Powerpoint - Two Powerpoint in instrumentation center
- Steering Wheel Audio Controls
- Steering Wheel - Black Molded Polyurethane
- Visors - vinyl, driver w/pocket, passenger w/uncovered mirror
- Manual Tilt/telescoping steering wheel
- Six Factory-Installed Auxiliary Upfitter Switches
- Windshield wipers - intermittent control

Safety

- Airbags - front seat front with passenger-

- black lower air dam
- Door Handles - black
- Quad Dual-Beam Halogen Headlamps
- LED Roof Marker Clearance Lights
- Tow hooks - (2) front, black
- Splash Guards/Mud Flaps - Front
- Grille - Black bar-style
- Mirrors - Manual Telescoping Trailer Tow with Manual Glass
- Glass - rear, solar tinted
- Window - rear, fixed, solar tinted

- side deactivation switch (Regular Cab and SuperCab only)
- Airbags – Front seat and passenger Frontal
- Safety Canopy® System with roll-fold side-curtain airbags
- Belt-Minder®, chime and flashing warning light on instrument cluster if belts not buckled
- Child tethers (Regular Cab, front passenger and all rear seating positions)
- Seat Belts - color coordinated with height adjustment (front outboard seating positions only)
- SOS Post Crash Alert System
- Autolamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated Headlamps

Packages

- SecuriLock® Passive Anti-Theft System (PATS)

Your Configuration: 2022 F-450 Regular Cab, XL, 4X4, DRW, 145", 7.3L 2V DECVT NA PFI V8 Gas Engine, Ten-Speed Automatic with Selectable Drive Modes, 4.88 Limited Slip Axle
Pricing shown for Zip code 30180 as of August 30, 2022 ^{S2}

Note. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

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S6.

Milron 11 Series crane split profile

WGMH

Service Truck Body - F-450

11S-CA

Milron 11 Series All Aluminum Body

22,000.00

x 1

22,000.00

CHASSIS APPLICATION:

- Chassis cab with min. 16K GVWR
- Cab to Axle measurement 84"

Standard Options Includes:

- 8 D-Ring Tie Downs
- Heavy Duty Black Injection Molded Flares
- Powdercoated Body
- 4 Galley Lights

Images below may show optional items detailed below



10KA88 (3)

Handles

Please choose your handle colour

☐ HANDLE-BLACK
All Black Handles



x 1

Not selected



FROM

Cory Kats

Milron

12145 156ST

www.milron.com

PHONE

1.888.451.3258

FOR

West Georgia Mobile

Hydraulics

TO

Dylan White

EMAIL

dylan.wgmh@gmail.com

QUOTE NUMBER

11659

DATE

August 8, 2022

VALID UNTIL

September 7, 2022 at 9:00 AM

2022 Chassis Cab

F-450 XL

for Dist. with dump body

Have vehicle
questions?



Representative exterior image shown. Actual exterior may vary. See your dealer for details.

Payment

- Base MSRP^{S1} \$45,190
- Total of Options^{S4} \$2,680
- Destination Charges^{S17} \$1,795
- Total MSRP^{S16} \$49,665
- Available Incentives^{S3} -\$0

Estimated Net Price^{S5}

\$49,665

\$0^{S6} Lease based on \$4,967 down payment, month term and mileage, \$0 trade-in-value

+10% 4,966

Truck Estimated Total - 54,631⁰⁰

Dealer Information

Don Rich Ford Co Inc
221 East Montgomery Street

Villa Rica, GA 30180



Showing the nearest Authorized Dealer for the entered zip code

Model

- 2022 F-450 Regular Cab, XL, 4X2, DRW, 169", 7.3L 2V DECVT NA PFI V8 Gas Engine, Ten-Speed Automatic with Selectable Drive Modes, 4.88 Limited Slip Axle \$45,190

Paint^{S4}

- Oxford White \$0

Powertrain^{S4}

- 7.3L 2V DECVT NA PFI V8 Gas Engine
- 4X2
- Ten-Speed Automatic with Selectable Drive Modes
- 4.88 Limited Slip Axle

Packages^{S4}

- Low Deflection Package \$110

Exterior^{S4}

- 19.5" Argent Painted Steel Wheels \$0
- Jack – 6 Ton \$0
- Transmission Power Take-Off Provision \$280
- Exterior Backup Alarm \$150
- Dual Battery \$0
- Alternator – 397 Amp Dual \$115
- Center High-Mounted Stop Lamp (CHMSL) \$0
- Spare Tire, Wheel and Jack \$350
- 225/70Rx19.5G BSW Traction Tire \$190
- Manually Telescoping/Folding Trailer Tow with Manual Glass \$0
- Platform Running Boards \$320

Interior^{S4}

- Medium Earth Gray \$0
- HD Vinyl, 40/20/40 Split Bench w/Center Armrest and Cupholder Manual Lumbar Seats \$0
- Carpet Delete \$0
- Trailer Brake Controller \$300

- Trailer Brake Controller \$300
- 110V/400W Outlet \$175
- Upfitter Interface Module \$295
- AM/FM Stereo MP3 Player \$0
- SYNC® \$0

Standard Features

Power and Handling

- Engine - 7.3L 2V DECVT V8 Gas
- TorqShift® 10-Speed Automatic Transmission with Selectable Drive Modes
- Diesel Engine-Exhaust Braking (Diesel Engine)
- DEF Tank Level Gauge (Diesel Engine)
- Alternator - 240-amp (7.3L)
- Alternator - 240-amp (6.7L)
- Single Battery (750 CCA 78 AH) 7.3L F-450/F-550/F-600 XL & XLT
- Axle - Mono-beam front axle with coil spring suspension - (F-350 4X4, F-450, F-550 and F-600)
- Brakes - 4-wheel power disc brakes with Anti-lock Brake System (ABS); Hydro-boost (DRW)
- AdvanceTrac® With RSC® (Roll Stability Control™) and Trailer Sway Control
- Stationary Elevated Idle Control (SEIC)
- 40 Gallon aft-axle (F-350/F-450/F-550/F-600)
- Shock absorbers - Heavy Duty Gas
- Stabilizer bar - front
- Steering - power
- Steering damper
- Manual locking hubs (4x4 models only)
- Transfer Case - Electronic Shift-On-the-Fly (ESOF) 4-Wheel-Drive System (4x4 models only)
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- Ford Pass™ Connect
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- Steering Wheel - Black Molded Polyurethane
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- Windshield wipers - intermittent control

Safety

- Airbags - front seat front with passenger-

- black lower air dam
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- LED Roof Marker Clearance Lights
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- Glass - rear, solar tinted
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Your Configuration: 2022 F-450 Regular Cab, XL, 4X2, DRW, 169", 7.3L 2V DECVT NA PFI V8 Gas Engine, Ten-Speed Automatic with Selectable Drive Modes, 4.88 Limited Slip Axle
Pricing shown for Zip code 30180 as of August 30, 2022 ^{S2}

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S6.

Dump Body

WEST GEORGIA MOBILE HYDRAULICS, INC.

EDGE ROAD P.O. BOX

266

VILLA RICA, GEORGIA 30180

770-459-2998 FAX 770-459-2956 dylan.wgmh@gmail.com

DATE 8-31-22

96" x 12' Heavy Duty Dump Main Frame: 6" Channel Cross Members: 3" Channel, 12" on-center Floor Plate: 3/16" Smooth seamless plate Bulk Head: HFD 9642 ICC Bumper Mudflaps Back up alarm LED lighting Paint: Polyurethane Black Installed

Single Cylinder PTO Scissor Hoist Subframe Kit for Automatic Transmission, 9' - 12' Dump Body Electric Operated Valve with Push Button Controller Hoist: CS615T-11 8S

Total \$26,466.00

PRICING DOES NOT INCLUDE FREIGHT OR TAX.

THIS ESTIMATE IS GOOD FOR 30 DAYS

PAYMENT IN FULL IS REQUIRED ON DELIVERY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT US AT
770-459-2998.

SINCERELY,

DYLAN WHITE SALES



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: South Dogwood Street Sidewalk Project

AGENDA DATE: September 13, 2022

DATE PREPARED: August 29, 2022

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

AMOUNT: \$14,150.45 plus concrete estimate of \$5,000.00

GL ACCOUNT #:

FUNDING SOURCE: 2015 Carroll County SPLOST

BUDGETED ITEM? No

PURPOSE: In order to make the current sidewalk ADA compliant, a new sidewalk section in front of the Villa Rica Elementary School needs to be upgraded from the new addition down to the pedestrian bridge across the creek.

BACKGROUND: The current section from the VR Elementary School down to the pedestrian bridge is not ADA compliant. (Must be minimum of 5-feet wide, current sidewalk is 4-feet) HNC Construction has given us a labor estimate of \$14,150.45 to demo the current 4-foot sidewalk and pour back a 6-foot-wide sidewalk. HNC has done numerous jobs for us ranging from sidewalk work to stormwater fixes. He is very reasonable and is the only contractor that we could get a price from. His price is for the labor and the City will furnish the ready-mix concrete. The concrete estimate is \$5,000.00. The sidewalk length is $\pm$ 315 linear feet.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move to approve the estimate from HNC Construction in the amount of \$14,150.45 for the labor on the new sidewalk work on South Dogwood Street and the City furnishing \$5,000.00 for the ready-mix concrete.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Electronic Message Boards for Mirror Lake Boulevard and Punkintown Road

AGENDA DATE: September 13, 2022

DATE PREPARED: August 30, 2022

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

AMOUNT: \$36,600.00

GL ACCOUNT #:

FUNDING SOURCE: 2015 Carroll County SPLOST

BUDGETED ITEM? No

PURPOSE: In order to further deter tractor-trailers from using the Punkintown Road/Mirror Lake Boulevard corridor, electronic message boards need to be installed on either end of this corridor.

BACKGROUND: It has been a constant battle to try to keep tractor-trailers off this corridor. Our Street personnel have installed numerous MUTCD rated "No Truck" signs on either end of this corridor and trucks are still ignoring the smaller signs. Staff has shopped around for a couple of digital message boards much like the ones seen on roadway construction projects. These message boards are programmable and are solar powered. It turns out that our regular street sign material vendor (Transafe – Transportation Safety Products) has the cheapest price. These units are expensive to purchase but it is cheaper to purchase the two rather than rent them by the month. At \$2,000 per month rental each, it makes purchasing them a better deal. The price for these two boards is \$36,600.00 for the pair. These units have a five-year warranty and the training on programming them is included in the price.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move to purchase two model EQ-58MBTM-L SolarTech Silent Messenger II Message Boards for the price of \$18,300.00 each totaling \$36,600.00 for the pair to be placed in the Mirror Lake Boulevard/Punkintown corridor.



**Providing Quality Products &
Excellent Customer Service since 1986**

Date	Quote #
6/10/2022	24021

Name / Address
City of Villa Rica Finance Department accountspayable@villarica.org 571 W. Bankhead Highway Villa Rica, GA 30180

Ship To
City of Villa Rica Public Works Departmen ATTN Jeremy Dukes, Street Dept. Manager 106 Temple Street Villa Rica, GA 30180 US

Customer Phone	Customer Fax	Customer Cell Phone	Customer E-mail
(678) 840-1213			belliott@villarica.org

Terms	Quoted To	Quote valid thru	Rep	FOB	Project/Job Reference
Net 30	Bobby Elliott	7/10/2022	JW	Origin	

Item	Description	Qty	U/M	Unit Price	Total
EQ-58MBTM-L...	MESSAGE BOARD - MB2-LR MID-SIZED - Solar Powered (92" W x 54" H), NTCIP compatible (w/integrated GPS receiver), Full Matrix (27x48 pixel), Standard (30+) LED display, trailer mounted, with 160 watt solar array, 4 standard flooded batteries with Anti-theft steel battery frame bolted to trailer and 45amp - 115VAC 59.60Hz battery charger with ELECTRIC LIFT & ROTATE MAST (360 degrees), includes Swing Up Trailer Tongue and Adjustable Height Coupler 2" Ball Coupler - includes modem with Free Lifetime Data for Remote Connectivity from Laptop, desktop & smart phone - 5 YEAR WARRANTY	2	ea	17,600.00	35,200.00T
Freight - DS	Freight - DS	2		700.00	1,400.00
	Transafe will provide on Site Training on setup and programming and Use of Solar Tech's Command Center (Remote Connectivity)				
	Total sales tax calculated by AvaTax			0.00	0.00
	Availability 14-21 days				
	Total Sales Tax Calculated by Avatax			0.00%	0.00

			Total	\$36,600.00
--	--	--	--------------	--------------------



Why Full Matrix?



CHARACTER MATRIX



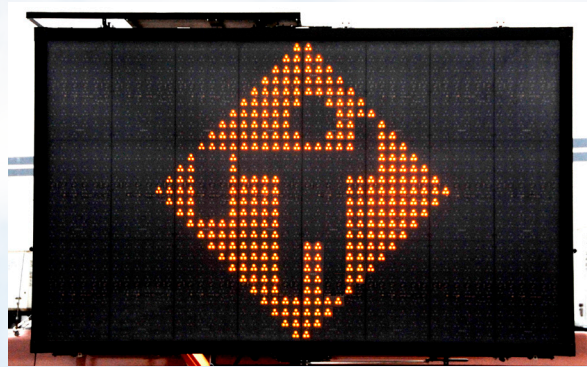
FULL MATRIX

Better Visibility, Legibility and Impact

Improves the safety of both drivers and workers. Full matrix boards are legible from a greater distance.



LINE MATRIX



FULL MATRIX

Graphics Capability

You can attain immediate universal recognition - easier for everyone to understand - especially in bi-lingual areas.



CHARACTER MATRIX



FULL MATRIX

Flexibility

Options for one to four lines, more than 8 characters, auto-centering, multiple pixel-width letters, custom graphics as well as allowing graphics (such as a chevron or arrow) and text on the same message.

Why Choose Full Matrix?

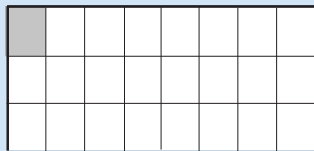
See the Difference!



Character Matrix

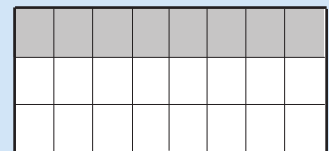
(a.k.a. 3 Line, 8 Character)

With Character Matrix boards, there are three rows of display modules, but each module operates individually, displaying only one character. A character can be centered within an individual module, but not within a row. Characters also cannot cross between modules (either columns or rows).



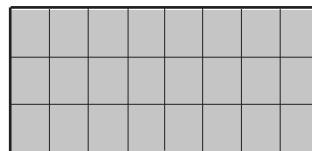
Line Matrix

On a Line Matrix board, there are three rows of modules. Words can be created on each row, and words can be centered on each row, but words cannot cross the dividing point between the rows.



Full Matrix

Full Matrix allows you to use the entire board for messages. You are not restricted to 3 rows, or to one character per board. Text or images can extend into multiple modules, allowing you to use larger letters or even graphic symbols. Full Matrix boards are the most flexible.



Full Matrix includes more MIBs (Management Information Bases) for better NTCIP Integration.

Full Matrix boards also allow for a greater scope of information sharing than is available with character or line matrices.



1625 Spectrum Drive, Suite 100
Lawrenceville, GA 30043
800.969.5103

Silent Messenger II Message Board Mid-Sized

USES AND ADVANTAGES

The "Silent Messenger II" is a mid-sized message board. This rugged portable changeable message sign is designed to provide communications to improve traffic flow and safety in highway work zones.

The Silent Messenger II consists of a 92" w x 54" h sign panel with a 27 x 48 pixel full matrix LED display on a sturdy steel trailer, powered by a combination of solar panels and batteries. Choose from either a foldable or Lift and Rotate trailer.

The sign includes a GPS receiver, cellular transceiver, and **FREE lifetime cellular service**. Use with SolarTech's Command Center software for remote communications - messages can be changed and managed remotely from an office pc or a smartphone. No cellular charges!



EASY-TO-USE CONTROLLER

The touch-screen controller needs no manual - it's that easy to use! Includes:

- GPS receiver, cellular transceiver and free cellular service for the life of the board
- Password protection
- Intuitive icons for ease of use
- Scheduling capability
- Fully networkable
- NTCIP version 2 compatible
- Automatic software upgrades

REMOTE CONTROL AND GPS TRACKING INCLUDED!

Command Center software allows you to track your equipment using the built-in cellular transceiver and GPS system.

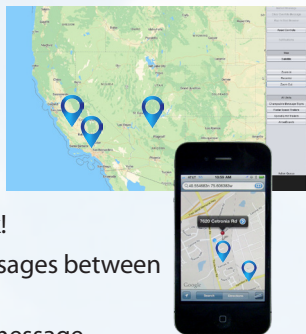
Access units from a map or list. Control units individually or broadcast to a group.

Manage your fleet from your laptop, pc or smartphone... without leaving your desk!

You can build a message library, share messages between boards, schedule messages and more.

Get automatic email notifications when a message changes, if the battery voltage is low, if a pixel fails, or the unit moves.

Keep tabs on your whole fleet. No more misplaced equipment... fewer problems... less downtime!



Silent Messenger II Message Board

DISPLAY PANEL

Panel Size	92" x 54" (234 cm x 137 cm)
Pixel Array/Size	27 x 48 pixel array with 1.77" (45 mm) pitch
Character Height	9" to 46" (23 cm to 117 cm)
Panel Construction	All aluminum, modular construction
Panel Face	3/16" polycarbonate, non-glare
Characters per Line	Up to twelve (12)
Graphics Capability	Full matrix with full animation
Display Technology	LED (amber, 592 nm)
Display Brightness	>10,000 candela per square meter
Display Life Expectancy	10 years typical
Viewing Angle	>30°

TRAILER

Standard Trailer

Lift & Rotate Trailer

Length Overall (operating)	112" (284 cm)	108" (274 cm)
Length Overall (towing)	112" (284 cm)	152" (386 cm)
Width Overall	92" (234 cm)	77" (196 cm)
Width Across Fenders	75" (191 cm)	77" (196 cm)
Height Traveling	92" (234 cm)	101" (257 cm)
Ground Clearance	13" (33 cm)	13" (33 cm)
Height Operating	142" (360 cm)	142" (360 cm)
Weight of MB II Panel	1,560 lbs (708 kg)	2,000 lbs (907 kg)
Coupler	2" (50 mm) ball or 2.5" (64 mm) pintle ring	2" (50 mm) ball or 3" (76 mm) pintle ring
Lifting Mechanism	1,000 lb. automatic brake, winch & cable	1,000 lb. electric linear actuator
Axle/Suspension	(for both) Torq flex, independent	

MEGA-TECH CONTROL CONSOLE

Console Circuitry	Ultra-low power solid state
Console Touchscreen	Waterproof, backlit, full-color GUI, intuitive icon-driven, multi-lingual
Programming Software	Proprietary with automatic remotely managed upgrades (field upgradable for units not connected to Command Center)
Message Capacity	Pre-programmed and user-defined (> 250 each)
Message Display Time	User-selectable (0.1 to 99 seconds)
Display Update Time	Instantaneous
Non-Volatile Memory	4 GB Micro SD card
Password Protection	User-selectable, multi-level
Operator Interface	Easy-to-use icons (no manual required)
Connectivity	Supports NTCIP version 2 via UDP/IP over Ethernet, UDP/IP over the built-in cellular modem, and PMPP over RS-232.
Remote Control	Embedded cellular transceiver with free cellular service and fleet management software included
GPS	Integrated GPS receiver

ENERGY SOURCE

Operating Voltage	12 Volts DC (nominal)
Battery Type	6 Volt heavy duty, deep cycle (GC-2)
Number of Batteries	Four (4) standard lead acid (flooded)
Battery Bank Capacity	520 amp hours
Battery Status Indicator	Displays battery voltage, charging activity and low battery condition
Battery Security	Anti-theft steel battery frame bolted to trailer
Solar Array Construction	Top-mounted solar panels in aluminum frame
Solar Array Power Output	Standard 160 watt (nominal)
Solar Charge Controller	Automatic, temperature compensated
Auxiliary Battery Charger	45 amp, 120 volt AC



OPTIONS AND UPGRADES

UPGRADES - for Lift and Rotate Trailer only

- 30 x 48 pixel display panel at 1.77" (45 mm) pixel pitch; panel dimensions 59.5" x 92"
 - 30 x 56 pixel display panel at 1.77" (45 mm) pixel pitch; panel dimensions 59.5" x 106"
- Tilt and Rotate Solar Arrays:
- 160 watt • 240 watt • 320 watt

SOLAR ARRAY UPGRADES - both trailers

Fixed Solar Arrays: • 240 watt • 320 watt

BATTERY UPGRADES - both trailers

Type	Number	Capacity
Lead-Acid (flooded)	Six (6)	780 amp hour
	Eight (8)	1040 amp hour
Gel Cell or AGM (maintenance free)	Four (4)	520 amp hour
	Six (6)	780 amp hour
	Eight (8)	1040 amp hour

BATTERY CHARGER UPGRADE - both trailers

- 90 amp - 120 volt AC

BRAKES - both trailers

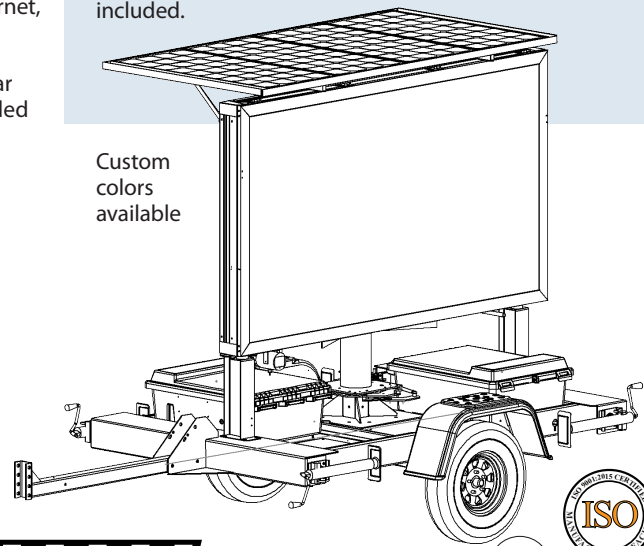
- Hydraulic Surge Brakes (5,000 lb. Capacity)
- Electric Brakes

SECURITY OPTION - both trailers

- Vandal-Proof Battery Box reinforced steel cage

RADAR OPTIONS - both trailers

- Directional doppler K-Band. User-configurable KPH or MPH. Data Collection and Statistical Analysis Package included.



P/N 500-022-010 Rev. I 2020



LAWRENCEVILLE, GA

770.962.2222



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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Considerations on adding speed humps as traffic calming devices on Cleghorn Street and South Dogwood Street (South of HWY 78)

AGENDA DATE: September 13, 2022

DATE PREPARED: August 30, 2022

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

AMOUNT: Approximately \$20,000.00

GL ACCOUNT #:

FUNDING SOURCE: SPLOST

BUDGETED ITEM? Yes

PURPOSE: On direction from City Council, traffic studies were conducted on Cleghorn Street and South Dogwood Street to see if these streets qualify for speed humps or other traffic calming devices.

BACKGROUND: After complaints from residents about excessive speeds on both of the streets listed, traffic studies were conducted to determine if speeds in excess of the posted speed limit qualify for traffic calming (these studies are in the City Council Packet for this agenda item). The Cleghorn study was conducted the week of June 21 – 28, 2022. The South Dogwood study was conducted some time ago: August 23 – 30, 2018. We felt that a recent study would be redundant due to the data revealed with the study used.

The City Traffic Calming Ordinance requires that the 85th percentile speed revealed by the study be a least 10 MPH over the posted limit which in the case of Cleghorn is 25 MPH. Page 82 of the study indicates that the 85th percentile speed averaged over the week with combined traffic traveling in both directions is 34 MPH which is less than the ordinance requires. Therefore, it does not qualify for traffic calming measures.

The South Dogwood Street was conducted some time ago and page 26 of that study indicates that the 85th percentile speed averaged over the week was 38 MPH which does meet the ordinance criteria for traffic calming measures. When that study was performed and the speeds revealed, we refreshed the signage along that route to help slow traffic down. As we know, sign improvement rarely fixes the problem. Based on the study results, I will list several traffic calming measures and indicate the pros and cons of going the speed hump route in this case.

The 85th percentile speed is the speed at or below which 85 percent of the drivers will operate with open roads and favorable conditions. The assumption underlying the 85th percentile speed is that most drivers will operate their vehicle at speeds they perceive to be safe. Speed limits set above or below the 85th percentile speed will create unsafe conditions due to speed differential as some drivers adhere strictly to the law while others drive the naturally induced speed.

Traffic Calming Measures

Some common traffic calming measures are listed below.

- Speed limit painted on asphalt (much like you see on interstate)
- Speed activated signs – radar signs or speed checkers
- Improved roadway signage
- The use of rumble strips at routine locations (can be a nuisance due to noise)
- Chokers – mid-block narrowing of street so only one lane can pass at a time
- Speed hump or speed tables
- Changing street to one-way (this has been discussed making S Dogwood one way south and Spring Street one way north)
- Increased speed enforcement

In this case speed humps are the center focus of this consideration/recommendation. First, the Pros and Cons of speed humps:

Pros

- Increased compliance to speed limits
- Increased safety and consideration for homeowners (if they concur with the installation)
- Fewer vehicular accidents
- Decreased severity of injuries in case of collision

Cons

- Slows down emergency service vehicles and school buses
- Increased noise levels (S. Dogwood Street homeowners have not been surveyed)
- Increased air pollution
- Increased inconvenience issues
- GDOT will not allow LMIG funds to be spent on local streets that have speed humps installed. The speed humps must be removed, pave the street, and then re-install them.

STAFF RECOMMENDATION: In my professional opinion, speed humps work best in subdivision developments, not thru streets like South Dogwood. In my years in the Public Works industry, after installing speed humps on thru streets, the public outcry was so great that we had to remove them within one month of installation. This was due to the increased noise levels and the gross inconvenience they caused, especially with cut-thru traffic. Based on this fact and the fact that LMIG funds can't be spent on speed hump streets without removal, I recommend that we choose an alternate traffic calming measure other than speed humps.

IMPACT:

MOTION: I move to install two speed humps on South Dogwood Street and one on Cleghorn Street. The City Engineer will select the locations. The appropriate signage and pavement markings will also be installed.

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Report for 6/21/2022 9:00:00 AM to 6/28/2022 11:00:00 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	50	4501	1213	24	445	629	4	38	9	0	0	0	0	34
Percent	0.7	64.8	17.5	0.3	6.4	9.1	0.1	0.5	0.1	0.0	0.0	0.0	0.0	0.5

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	6145	643	119	25	9	2	2	0	1	1	0	0	0	0
Percent	88.5	9.3	1.7	0.4	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	802	159	40	15	6	4	2	2	1	0	0	0	0	0
Percent	11.5	2.3	0.6	0.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	18	20	22	27	28	29	34	36	38					

Average 28
(Mean)

Pace Speed 24-33
Number in 4047
Pace
Percent in 58.3
Pace

MISC. STATISTICS

[illegible]

City of Villa Rica

571 W. Bankhead Hwy
Villa Rica, Georgia 30180

Cleghorn Road Study

COMBINED - "A" to "B" Northbound, "B" to "A" Southbound

Speed	Volume
0	22
1	0
2	0
3	1
4	2
5	5
6	3
7	7
8	3
9	2
10	7
11	6
12	14
13	16
14	24
15	47
16	64
17	96
18	123
19	123
20	188
21	251
22	272
23	310
24	336
25	403
26	391
27	435
28	485
29	468
30	426
31	423
32	367
33	313
34	285
35	227
36	184
37	183
38	122
39	98
40	56
41	44
42	34
43	19
44	11
45	11
46	10
47	1
48	7
49	2
50	5
51	0
52	3
53	2
54	1
55	3
56	0
57	0
58	0
59	1
60	1
61	0
62	0
63	1
64	0
65	1
66	0
67	0
68	0
69	0
70	0
71	0
72	1
73	0
74	0
75	0

COMBINED

Report for 8/23/2018 12:00:00 PM to 8/30/2018 9:59:58 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	74	8931	2283	86	350	13	0	31	1	1	0	0	0	124
Percent	0.6	75.1	19.2	0.7	2.9	0.1	0.0	0.3	0.0	0.0	0.0	0.0	0.0	1.0

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	237	207	957	3016	4325	2389	645	101	11	4	0	1	0	1
Percent	2.0	1.7	8.0	25.4	36.4	20.1	5.4	0.8	0.1	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	11657	11450	10493	7477	3152	763	118	17	6	2	2	1	1	0
Percent	98.0	96.3	88.2	62.9	26.5	6.4	1.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	22	25	26	32	32	33	38	39	41

Average 32
 (Mean)

Pace Speed 28-37
 Number in 7674
 Pace
 Percent in 64.5
 Pace

City of Villa Rica
South Dogwood Traffic Study
Villa Rica, Georgia

Page 27

Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined

COMBINED

Speed	Volume
0	113
1	1
2	1
3	1
4	1
5	4
6	3
7	2
8	3
9	5
10	10
11	19
12	19
13	16
14	21
15	18
16	24
17	32
18	35
19	45
20	71
21	88
22	135
23	166
24	251
25	317
26	426
27	496
28	596
29	709
30	789
31	901
32	931
33	890
34	831
35	772
36	658
37	597
38	435
39	410
40	289
41	219
42	180
43	115
44	74
45	57
46	39
47	23
48	16
49	14
50	9
51	5
52	1
53	1
54	4
55	0
56	0
57	3
58	1
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	1
71	0
72	0
73	0
74	0
75	0
76	0
77	0

78	0
79	0
80	0
81	0
82	0
83	0
84	0
85	0
86	0
87	0
88	0
89	0
90	0
91	0
92	0
93	0
94	0
95	0
96	0
97	1



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Station Pump Repair

AGENDA DATE: September 13, 2022

DATE PREPARED: August 31, 2022

PREPARED BY: Erick Broz

AMOUNT: \$17,742.76

GL ACCOUNT #: 505-4330-541400

FUNDING SOURCE: Water/Sewer

BUDGETED ITEM? Yes

PURPOSE: To engage with the Vaughan Company for the pump repair servicing the West WRF.

BACKGROUND: The existing pump is original to the station and treatment facility and needs repair. This repair allows the station to function as designed and required.

STAFF RECOMMENDATION: Staff received one quote due to the fact the Vaughan company is a sole proprietor. Staff recommends engaging with the Vaughan Company for the repair of the Vaughan pump, at the cost of \$ 17,742.76.

IMPACT: The pump repair provides appropriate operation of the station and flow through the treatment process.

MOTION: I move to engage with Vaughan Company for the repair of the WRF pump, at a cost of \$ 17,742.76.

WC EQUIPMENT SALES

4324 Brogdon Exchange

Suwanee, GA 30024

QUOTATION

DATE	ESTIMATE NO.
8/31/2022	3098

NAME / ADDRESS

City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

**PLEASE NOTE THAT FREIGHT
IS NOT INCLUDED AND WILL BE
ADDED TO INVOICE ONCE THE
ORDER HAS SHIPPED.**

**PLEASE MAKE SURE TO ADD
FREIGHT TO YOUR PO**

TERMS	FREIGHT	PROJECT
Net 30	Factory	

ITEM	DESCRIPTION	QTY	COST	TOTAL
SSV801-158	SN 138770 Mechanical Seal with 3" Bellow	1	4,309.20	4,309.20
V110-131	External Tool, 8N	1	950.76	950.76
VA-V108-709-719	uppercutter and wearplate assembly	1	1,955.10	1,955.10
V108-713	Upper Cutter Shims	1	52.44	52.44
V110-443	Shim, Ext. Tool	1	23.94	23.94
V109-509	Cutter bar insert	1	991.80	991.80
V105-737	Anvil 9" OPENING, 8" PUMPS	1	150.48	150.48
416821-7FL	BEARING,320TY,TOP, RELIANCE, 6310	1	165.30	165.30
416821-4GE	bottom bearing, 360TY	1	1,495.68	1,495.68
V110-129	V110-129-160- Impeller 16"	1	3,453.06	3,453.06
V116-133	Casing	1	4,195.00	4,195.00
	Lead time- 3-4 weeks			
	Prices only good until end of September			
Monica Larson			Sales Tax (7.0%)	\$0.00
678.730.0997 Phone 770-614-5992 Fax			TOTAL	\$17,742.76



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

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

AGENDA DATE: September 13, 2022

DATE PREPARED: August 31, 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 the final set 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 to engage Zile Technology for the purchase and installation of cellular SCADA for six lift stations in the amount of \$ 57,832.00.



Date: August 30th, 2022

Quote #: 220830-1

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.

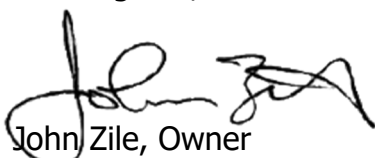
To provide six additional lift station Scada RTUs, we are pleased to offer the following:

- 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 Station I/O as Shown on Page 2
 - o Removal of the Old RTU & Installation & Startup of New RTU
 - o Reconnecting Existing Wiring to Lift Station Pump Control Panel
 - o Modifications to Existing 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

- 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: Low Income Household Water Assistance Program Agreement
AGENDA DATE: 09-13-2022

DATE PREPARED: 08-25-2022
PREPARED BY: Jennifer Hallman

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE: American Rescue Plan Act (ARPA) & Consolidated
Appropriations Act (CAA) of 2021
BUDGETED ITEM?

PURPOSE: Authorize the renewal of an agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low-Income Household Water Assistance Program Agreement.

BACKGROUND: Georgia received \$37.1M to operate this program. Approved households will receive a rate reduction payment of \$300 or \$500 based on the household's income. The bill must be current and dated no older than 30 days prior to the intake appointment. The Community Action Agencies (Douglas – Tallatoona Community Action & Carroll – Community Action for Improvement) will determine a household's eligibility and inform the applicant. These entities will submit payments directly to Villa Rica.

The funds will assist with:

- Arrearages of disconnected households
- Arrearages of households at risk of disconnection
- Reconnection & late fees
- Reduction of rate charges for current bills

The funds will not assist with:

- Household plumbing repairs
- Arrearages or rate reduction payments to non-public water suppliers
- Inactive/closed water account balances

STAFF RECOMMENDATION: Renew agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services.

IMPACT: Villa Rica has received approximately \$60k since the beginning of this program (July 2021)

MOTION: I move to renew the agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low-Income Household Water Assistance Program.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2023, unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. "Responsibilities of the Community Action Agency" are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days' written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party's obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Director
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Matthew Krull, Deputy Commissioner of
Operations

Date: _____

CITY OF VILLA RICA

[Name of Home Water Supplier]

[Name of signatory]

[Title]

Date: _____



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in P.L. 116-260, Section 533 and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
or
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the Pandemic Emergency Assistance Fund and the U.S. Department of Treasury's Emergency Rental Assistance Program.

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the Emergency Rental Assistance Program.
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Candice
X Broce

Digitally signed by
Candice Broce
Date: 2022.06.29
14:17:38 -04'00'

Governor's Authorized Official

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Vendor Number: A50		Alias Name : VILLA RICA																									
Company / Legal Name:		Company Owner Name:																									
Type of Entity: <table border="1"> <tr> <td></td> <td>Yes</td> <td>No</td> <td></td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Sole Proprietor</td> <td>☐</td> <td>☐</td> <td>Estate</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Partnership</td> <td>☐</td> <td>☐</td> <td>Trust</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Government Entity</td> <td>☐</td> <td>☐</td> <td></td> <td></td> <td></td> </tr> </table>			Yes	No		Yes	No	Sole Proprietor	☐	☐	Estate	☐	☐	Partnership	☐	☐	Trust	☐	☐	Government Entity	☐	☐				Taxpayer Identification (ID) Number: ☐ Social Security Number (SSN) Employer ☐ Identification Number (FEIN) ☐ Individual Taxpayer Identification Number (ITIN)	
	Yes	No		Yes	No																						
Sole Proprietor	☐	☐	Estate	☐	☐																						
Partnership	☐	☐	Trust	☐	☐																						
Government Entity	☐	☐																									
Utility: Investor Owned: Yes ☐ No ☐ Cooperative: Yes ☐ No ☐ Municipal: Yes ☐ No ☐																											
Limited Liability Company (LLC) Is the LLC incorporated? Yes ☐ No ☐ Single Member: Yes ☐ No ☐ Multiple Member: Yes ☐ No ☐																											
Program Primary Contact Name/Title: ASHLEY SWANN		Primary Contact Telephone Number: 678-785-1000																									
Primary Contact Email Address: CUSTOMERSERVICE@VILLARICA.GOV		Mailing Address for Payments: 42 COMMUNITY SQUARE BLVD																									
Office Physical Address: 42 COMMUNITY SQUARE BLVD VILLA RICA GA 30180		VILLA RICA GA 30180																									
		Office Fax Number:																									
Contact Name/Title Regarding Payments:		Telephone Number Regarding Payments:																									
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER																											
Water Fees: Yes ☐ No ☐		Wastewater/Sewer Fees: Yes ☐ No ☐																									

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

Yes ☐ No ☐ STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

☐ If 'No' is selected, please confirm that you checked all the counties that you will be serving.

- | | | | |
|--|---|---|---|
| ☐ 001 Appling | ☐ 041 Dade | ☐ 081 Jefferson | ☐ 121 Richmond |
| ☐ 002 Atkinson | ☐ 042 Dawson | ☐ 082 Jenkins | ☐ 122 Rockdale |
| ☐ 003 Bacon | ☐ 043 Decatur | ☐ 083 Johnson | ☐ 123 Schley |
| ☐ 004 Baker | ☐ 044 DeKalb | ☐ 084 Jones | ☐ 124 Screven |
| ☐ 005 Baldwin | ☐ 045 Dodge | ☐ 085 Lamar | ☐ 125 Seminole |
| ☐ 006 Banks | ☐ 046 Dooley | ☐ 086 Lanier | ☐ 126 Spalding |
| ☐ 007 Barrow | ☐ 047 Dougherty | ☐ 087 Laurens | ☐ 127 Stephens |
| ☐ 008 Bartow | ☐ 048 Douglas | ☐ 088 Lee | ☐ 128 Stewart |
| ☐ 009 Ben Hill | ☐ 049 Early | ☐ 089 Liberty | ☐ 129 Sumter |
| ☐ 010 Berrien | ☐ 050 Echols | ☐ 090 Lincoln | ☐ 130 Talbot |
| ☐ 011 Bibb | ☐ 051 Effingham | ☐ 091 Long | ☐ 131 Taliaferro |
| ☐ 012 Bleckley | ☐ 052 Elbert | ☐ 092 Lowndes | ☐ 132 Tattnall |
| ☐ 013 Brantley | ☐ 053 Emanuel | ☐ 093 Lumpkin | ☐ 133 Taylor |
| ☐ 014 Brooks | ☐ 054 Evans | ☐ 094 Macon | ☐ 134 Telfair |
| ☐ 015 Bryan | ☐ 055 Fannin | ☐ 095 Madison | ☐ 135 Terrell |
| ☐ 016 Bulloch | ☐ 056 Fayette | ☐ 096 Marion | ☐ 136 Thomas |
| ☐ 017 Burke | ☐ 057 Floyd | ☐ 097 McDuffie | ☐ 137 Tift |
| ☐ 018 Butts | ☐ 058 Forsyth | ☐ 098 McIntosh | ☐ 138 Toombs |
| ☐ 019 Calhoun | ☐ 059 Franklin | ☐ 099 Meriwether | ☐ 139 Towns |
| ☐ 020 Camden | ☐ 060 Fulton | ☐ 100 Miller | ☐ 140 Treutlen |
| ☐ 021 Candler | ☐ 061 Gilmer | ☐ 101 Mitchell | ☐ 141 Troup |
| ☐ 022 Carroll | ☐ 062 Glascock | ☐ 102 Monroe | ☐ 142 Turner |
| ☐ 023 Catoosa | ☐ 063 Glynn | ☐ 103 Montgomery | ☐ 143 Twiggs |
| ☐ 024 Charlton | ☐ 064 Gordon | ☐ 104 Morgan | ☐ 144 Union |
| ☐ 025 Chatham | ☐ 065 Grady | ☐ 105 Murray | ☐ 145 Upson |
| ☐ 026 Chattahoochee | ☐ 066 Greene | ☐ 106 Muscogee | ☐ 146 Walker |
| ☐ 027 Chattooga | ☐ 067 Gwinnett | ☐ 107 Newton | ☐ 147 Walton |
| ☐ 028 Cherokee | ☐ 068 Habersham | ☐ 108 Oconee | ☐ 148 Ware |
| ☐ 029 Clarke | ☐ 069 Hall | ☐ 109 Oglethorpe | ☐ 149 Warren |
| ☐ 030 Clay | ☐ 070 Hancock | ☐ 110 Paulding | ☐ 150 Washington |
| ☐ 031 Clayton | ☐ 071 Haralson | ☐ 111 Peach | ☐ 151 Wayne |
| ☐ 032 Clinch | ☐ 072 Harris | ☐ 112 Pickens | ☐ 152 Webster |
| ☐ 033 Cobb | ☐ 073 Hart | ☐ 113 Pierce | ☐ 153 Wheeler |
| ☐ 034 Coffee | ☐ 074 Heard | ☐ 114 Pike | ☐ 154 White |
| ☐ 035 Colquitt | ☐ 075 Henry | ☐ 115 Polk | ☐ 155 Whitfield |
| ☐ 036 Columbia | ☐ 076 Houston | ☐ 116 Pulaski | ☐ 156 Wilcox |
| ☐ 037 Cook | ☐ 077 Irwin | ☐ 117 Putnam | ☐ 157 Wilkes |
| ☐ 038 Coweta | ☐ 078 Jackson | ☐ 118 Quitman | ☐ 158 Wilkinson |
| ☐ 039 Crawford | ☐ 079 Jasper | ☐ 119 Rabun | ☐ 159 Worth |
| ☐ 040 Crisp | ☐ 080 Jeff Davis | ☐ 120 Randolph | |

Failure to identify all counties served may result in the denial of benefits for households.

Reviewer Initial

Date:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 305-311

AGENDA DATE: 09-13-2022

DATE PREPARED: 08-25-2022

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.

Senior Center

Source of Funds: Three Rivers - Grant

Three Rivers grant reimbursement (100%) for "My Senior Center" software program.

Item	Account Name	Account Type		Amount
305 100-336060	Misc. Grants	Revenue	Increase	3,900
306 100-5500-531600	Small Equipment / Supplies	Expense	Increase	3,900

Hotel/Motel Tax Fund

Source of Funds: Hotel Motel Tax

Hotel/Motel Taxes collections are more than originally budgeted; therefore, adjustments to both revenues & expenditures are needed.

Item	Account Name	Account Type		Amount
307 275-314100	Hotel/Motel Tax Revenue	Revenue	Increase	85,313
308 275-391140	Product Development Revenue	Revenue	Increase	19,688
309 275-7540-572005	Villa Rica CVB (3.5%)	Expense	Increase	39,375
310 275-7540-572010	Product Development (1.5%)	Expense	Increase	19,688
311 275-9000-611030	Transfer to General Fund (3%)	Expense	Increase	45,938

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. 305-311, attached hereto and incorporated as Exhibit A.

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

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

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

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

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

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

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

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

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

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

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Temporary Signage for “A Taste of Villa Rica” Event
AGENDA DATE: September 13, 2022

DATE PREPARED: September 7, 2022
PREPARED BY: Tom Barber

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

PURPOSE: To approve temporary signage for “A Taste of Villa Rica” Event hosted by the Villa Rica Lions Clubs.

BACKGROUND:

STAFF RECOMMENDATION: Approval

IMPACT:

MOTION: I move to approve the request of the Villa Rica Lions Clubs to place temporary signage for A Taste of Villa Rica event scheduled for Saturday, October 1, 2022.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Set Dates for 2022 Cleanup Week

AGENDA DATE: September 13, 2022
PREPARED BY: Tom Barber

DATE PREPARED: August 26, 2022

AMOUNT: N/A
FUNDING SOURCE: N/A

GL ACCOUNT #: N/A
BUDGETED ITEM? N/A

PURPOSE: To set the dates for the 2022 Cleanup Week

BACKGROUND: Each year the City Council selects a week during which we pick up solid waste items that we normally exclude. The City also selects one day during the cleanup week to assist seniors who have old appliances but who can't get them to the street. We will enter their yard and transport the appliance to the street, after they have signed a waiver form, but we will not enter their house.

STAFF RECOMMENDATION: Staff recommends we hold our 2022 cleanup week from Monday, October 17 to Friday, October 21. We also recommend that we designate Wednesday, October 19 as the day that we will pick up appliances from qualifying seniors. We don't recommend that we expend any funds to promote the event, using instead Facebook, our website, flyers in our buildings, and a note on the utility bill.

IMPACT:

MOTION: I move to establish to week of October 17 as our annual cleanup week, with Wednesday, October 19 designated as the day we provide special assistance to seniors with appliance pickup.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support – Reconnecting Communities Pilot (RCP)
Program Grant Application and 20% Match Commitment

AGENDA DATE: September 13, 2022

DATE PREPARED: August 30, 2022

PREPARED BY: Chris Montesinos, Director of Special Projects

AMOUNT: \$6,400,150

GL ACCOUNT #: TBD

FUNDING SOURCE: TBD

BUDGETED ITEM? No

PURPOSE: Resolution of Support – Reconnecting Communities Pilot (RCP) Program
Grant Application and 20% Match Commitment - Villa Rica Transportation Reunification
Program

BACKGROUND: The U.S. Department of Transportation has released a Notice of Funding Availability for the Reconnecting Communities Pilot (RCP) Grant Program – a beneficiary of last year’s congressional infrastructure bill. The City of Villa Rica has a number of transportation infrastructure projects to include the Mirror Lake Connector, the Cleghorn/N. Carrol Connector, upgrades to Anderson Road, Cleghorn Street, Darden Street, and a new 10” waterline on Anderson Road.

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

The Villa Rica Transportation Reunification Program (TRP) was established to reunify the roadway networks within and around the historically disadvantaged Cleghorn-Anderson neighborhood and the adjacent Mirror Lake Community and downtown Villa Rica. This new roadway network will include a direct link from Shoreline Drive/Mirror Lake Boulevard to Anderson, Cleghorn, and

Darden Streets, and link the neighborhood to downtown Villa Rica through a North Carrol Road connector. The new roadway, currently identified as the Mirror Lake Connector would be built in the Complete Streets model, to include dedicated bike/pedestrian and separate golf cart paths linking into the rest of the city's pedestrian path system.

The Reunification Program will greatly enhance our crosstown transportation network, linking areas to the west in Carroll County to the eastern area of the city located in Douglas County. This upgraded roadway network will improve equity of access, reduce trip miles, and promote environmental resiliency.

Preliminary engineering and cost analysis have been conducted on the roadway improvement project. There is a Low-Income Housing Tax Credit (LIHTC) project under construction at the apex of Cleghorn and Anderson in the center of the project area, which will address some of the areas affordable housing needs. The Arbors at Villa Rica will be a 9% LIHTC multifamily development with 192 affordable housing units. This will add to the "at need" community that the Villa Rica Transportation Reunification Program is intended to address.

The City is seeking a RCP grant in the amount of \$5,120,120, with a City match of \$1,280,030, for a total project cost of \$6,400,150.

STAFF RECOMMENDATION: No public hearing is necessary for this agenda item, and staff recommendation is for adoption.

IMPACT: If successful, this grant will cover 80% of the cost of the Mirror Lake Connector from Shoreline Drive to Cleghorn Street, an important infrastructure improvement project identified in the Eastside Tax Allocation District – that would be a tremendous savings in taxpayer dollars.

MOTION: I move to adopt the Resolution of Support for the 2022 Reconnecting Communities Pilot (RCP) Program Grant Application and 20% Match Commitment for the Villa Rica Transportation Reunification Program.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-_____-2022

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR A RECONNECTING COMMUNITIES PILOT (RCP) PROGRAM GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE VILA RICA TRANSPORTATION REUNIFICATION PROGRAM.

WHEREAS: Federal grant funds are available through the U.S. Department of Transportation to assist local governments with planning and implementation of transportation improvements in their communities; and

WHEREAS: The City of Villa Rica, Georgia desires to make an application for these grant funds for Villa Rica Transportation Improvement Program; and

WHEREAS: The City of Villa Rica will request grant funds for \$5,120,120; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$1,280,030 – for a total project cost of \$6,400,150;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the U.S Department of Transportation for the Reconnecting Communities Pilot (RCP) Grant Program;

BE IT FURTHER RESOLVED THAT:

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

So Resolved, this the 13th day of September, 2022

Mayor

Date

Clerk

Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support – Railroad Crossing Elimination (RCE)
Grant Application and 20% Match Commitment

AGENDA DATE: September 13, 2022

DATE PREPARED: September 2, 2022

PREPARED BY: Chris Montesinos, Director of Special Projects

AMOUNT: \$730,572.00

GL ACCOUNT #: TBD

FUNDING SOURCE: TBD

BUDGETED ITEM? No

PURPOSE: Resolution of Support – Railroad Crossing Elimination Grant Application and 20% Match Commitment - Villa Rica Railroad Crossing Safety Enhancement Program

BACKGROUND: The U.S. Department of Transportation has released a Notice of Funding Availability for the Railroad Crossing Elimination (RCE) Grant Program. This program provides funding for highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods. States are limited to 20% of the annual allocation for funding – current allocation is \$573,264,000, so the state of Georgia could receive no more than \$114,652,800. However, this is a federal grant competition, so our concept will remain simple and effective in approach.

The Villa Rica Railroad Crossing Safety Enhancement Program is a multiprong approach to addressing safety and accessibility in the downtown business district. The project includes pedestrian rail crossings on both sides of N/S. Carroll Road at Hwy.78 in the form of minimum 5-foot concrete sidewalks with paver accents, extending down E. Montgomery Street and terminating at W. Montgomery Street. These new sidewalks will be backed by a several-foot tall brick retaining wall topped with a 4-foot decorative black metal fence. The north side of the tracks will also be lined with decorative metal fencing at a 4-foot height. The mid-block pedestrian crossover at S. Candler Street will be reconfigured as a switchback ramp for ADA compliance and will be clad with complimenting brick and decorative black metal railings.

The project will add much needed access and enhanced safety to keep the railroad free from random encroachment while providing safe and practical pedestrian facilities to allow walking around downtown to be as safe as possible.

The City is seeking a RCE grant in the amount of \$584,458, with a City match of \$146,114, for a total project cost of \$730,572.

STAFF RECOMMENDATION: No public hearing is necessary for this agenda item, and staff recommendation is for adoption.

IMPACT: If successful, this grant will cover 80% of the cost of the \$730,572 Villa Rica Railroad Crossing Safety Enhancement Program. The project, if funded, will greatly improve pedestrian access and safety in the downtown district, and will be a compliment to the long-term vision as articulated in the City Livable Centers Initiative Study.

MOTION: I move to adopt the Resolution of Support for the 2022 Railroad Crossing Elimination (RCE) Program Grant Application and 20% Match Commitment for the Villa Rica Railroad Crossing Safety Enhancement Program.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-_____-2022

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR A RAILROAD CROSSING ELIMINATION (RCE) PROGRAM GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE VILA RICA RAILROAD CROSSING SAFETY ENHANCEMENT PROGRAM.

WHEREAS: Federal grant funds are available through the U.S. Department of Transportation to assist local governments with planning and implementation of transportation improvements in their communities; and

WHEREAS: The City of Villa Rica, Georgia desires to make an application for these grant funds for Villa Rica Railroad Crossing Safety Enhancement Program; and

WHEREAS: The City of Villa Rica will request grant funds for \$584,458; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$146,114 – for a total project cost of \$740,572;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the U.S Department of Transportation for the Railroad Crossing Elimination (RCE) Grant Program;

BE IT FURTHER RESOLVED THAT:

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

So Resolved, this the 13th day of September, 2022

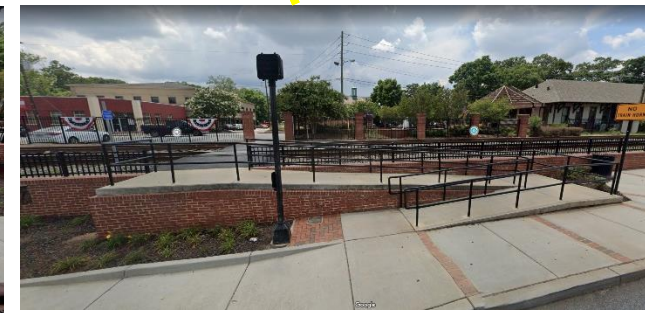
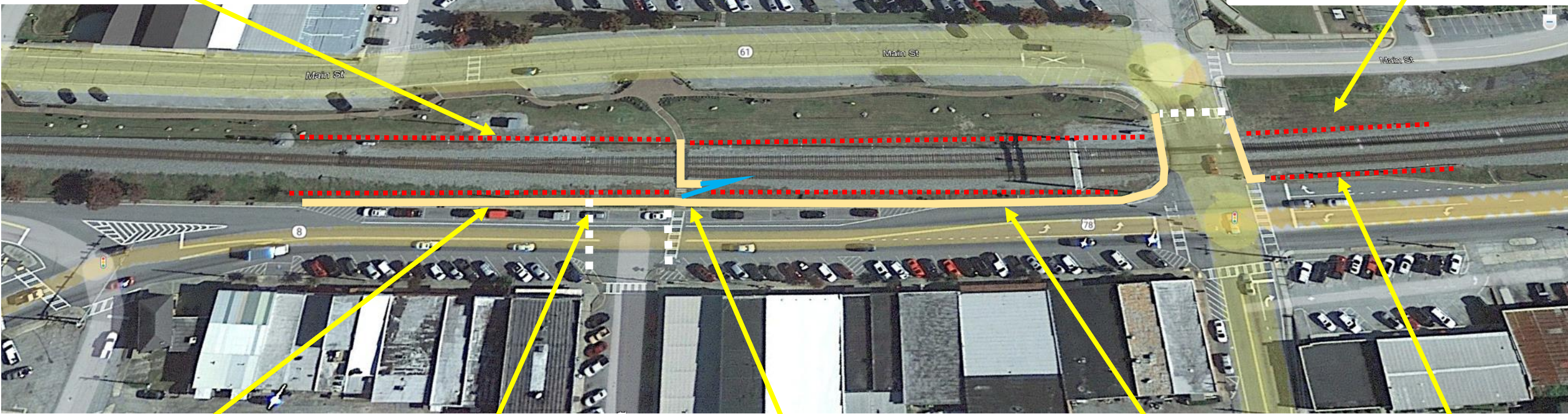
Mayor

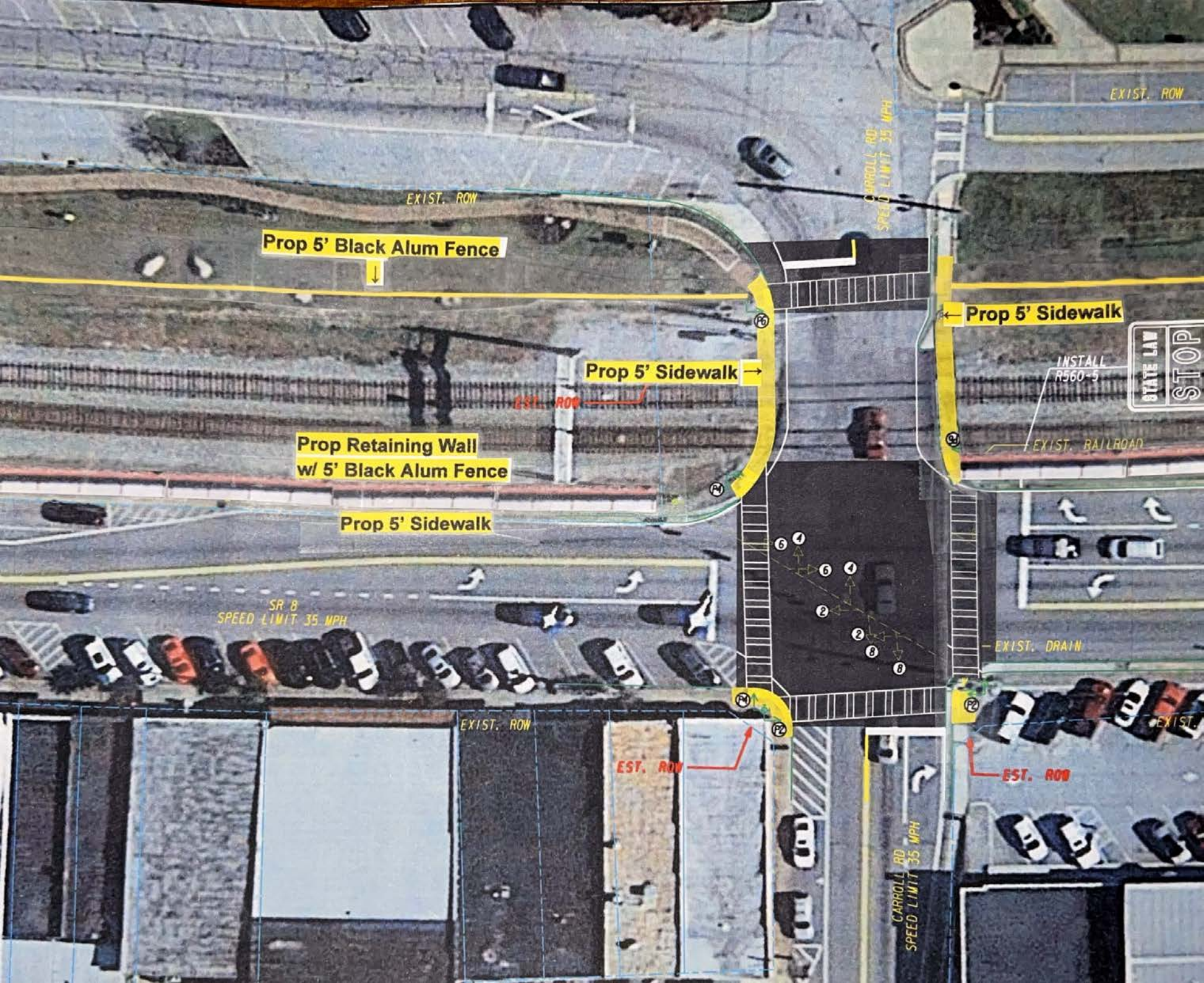
Date

Clerk

Date

Villa Rica Railroad Crossing Safety Enhancement Program





EXIST. ROW

EXIST. ROW

Prop 5' Black Alum Fence



Prop 5' Sidewalk

P6

EST. ROW

Prop Retaining Wall
w/ 5' Black Alum Fence

Prop 5' Sidewalk

SR 8
SPEED LIMIT 35 MPH

EXIST. ROW

EST. ROW

CARROLL RD.
SPEED LIMIT 35 MPH

Prop 5' Sidewalk

INSTALL
R560-5

STATE LAW
STOP

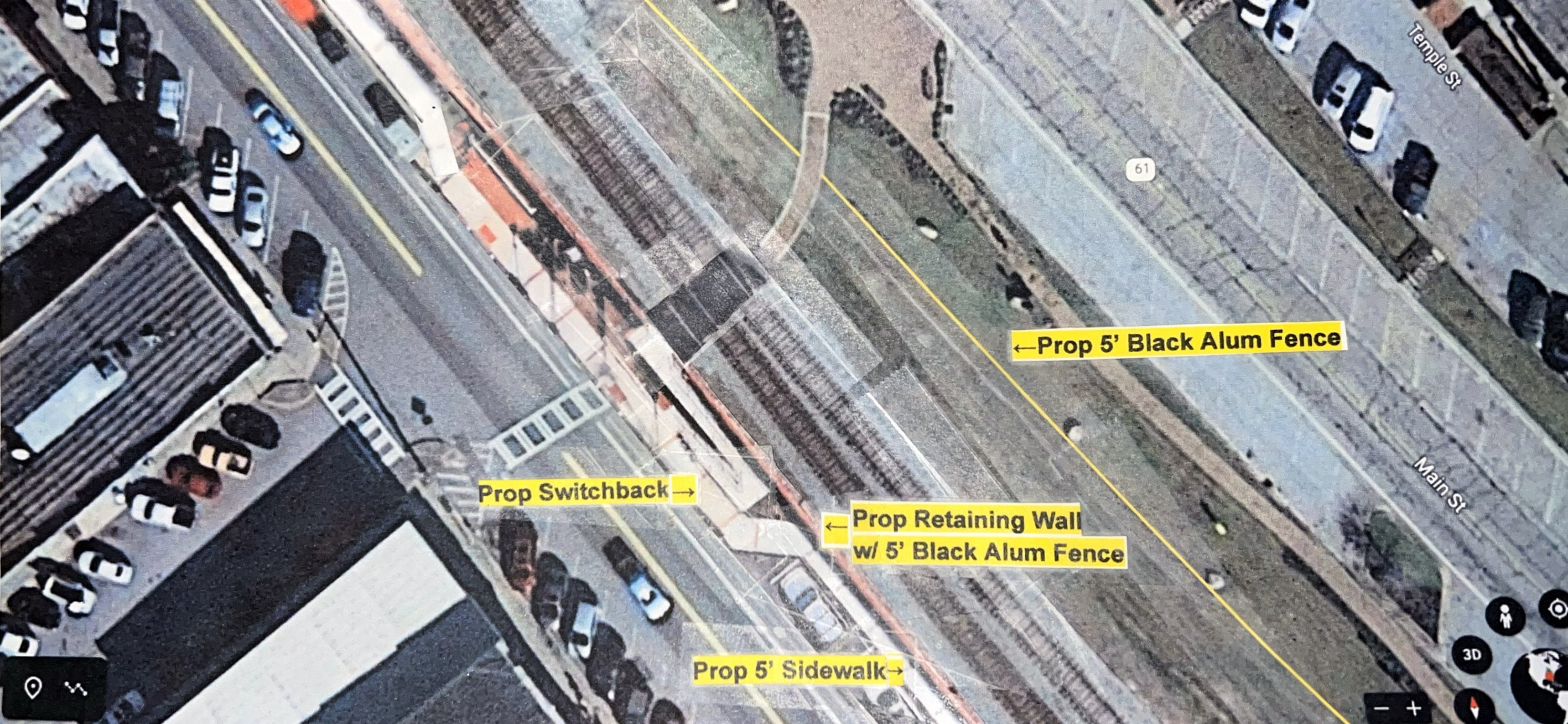
EXIST. RAILROAD

EXIST. DRAIN

EXIST. ROW

EST. ROW

CARROLL RD.
SPEED LIMIT 35 MPH



Temple St

61

← Prop 5' Black Alum Fence

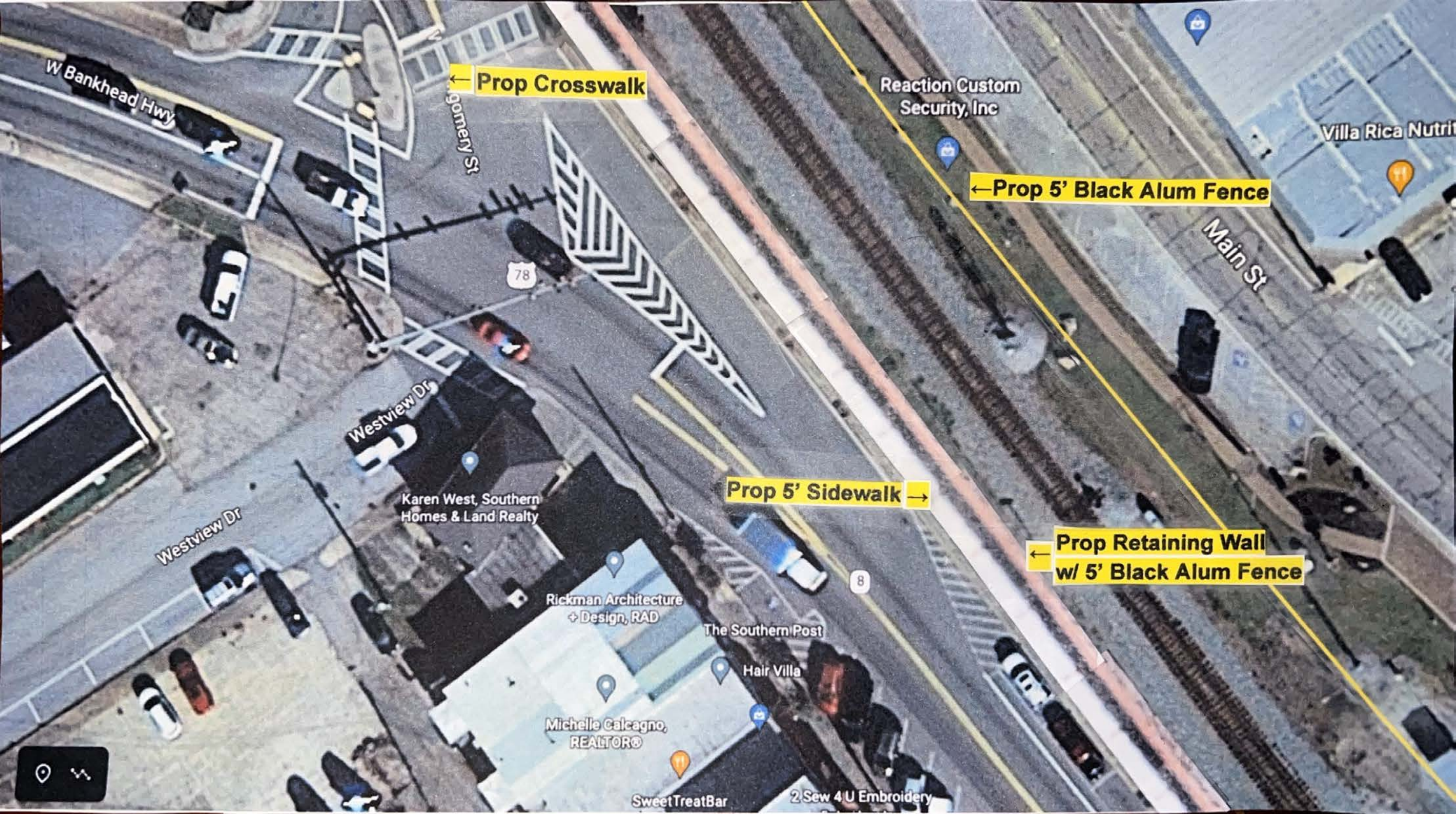
Main St

Prop Switchback →

← Prop Retaining Wall
w/ 5' Black Alum Fence

Prop 5' Sidewalk →





← **Prop Crosswalk**

Reaction Custom Security, Inc

← **Prop 5' Black Alum Fence**

Villa Rica Nutri

Main St

78

Westview Dr

Karen West, Southern Homes & Land Realty

Prop 5' Sidewalk →

← **Prop Retaining Wall w/ 5' Black Alum Fence**

Westview Dr

Rickman Architecture + Design, RAD

The Southern Post

Hair Villa

Michelle Calcagno, REALTOR®

SweetTreatBar

2 Sew 4 U Embroidery





City of Villa Rica Street Map

The City of Villa Rica straddles Carroll (GA-003) and Douglas (GA-14) Counties, though the project area is entirely in Carroll County. The project area is classified as Urban, not classified as an Area of Persistent Poverty – though the subarea of the Census Tract is by far the lowest income area of the city. The project area is located within a Rural Zone. Cleghorn/Anderson is completely disconnected from the downtown business district to the west, and the Mirror Lake commercial corridor to the east. The Villa Rica Railroad Crossing Safety Enhancement Program is intended to provide safe pedestrian crossing facilities in the city's Central Business District, while limiting crossings to specific areas.

PROJECT AREA

PROJECT AREA

