

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

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
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MAYOR & COUNCIL WORK SESSION AGENDA

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

February 7, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Naming of Road by Library (C. David Mecklin, City Attorney)
2. Amendment to Special Requirements for Package Distilled Spirits Licenses (C. David Mecklin, City Attorney)
3. Settlement of Opioid Litigation (C. David Mecklin, City Attorney)
4. Shopping Cart Ordinance (C. David Mecklin, City Attorney)
5. Urban Camping Ordinance (C. David Mecklin, City Attorney)
6. Second Reading of Ordinance to Redistrict Council Wards (C. David Mecklin, City Attorney)
7. Quest for Legislation Amending the Villa Rica Public Facilities Authority Act (C. David Mecklin, City Attorney)

B. Community Development (Tracy Jarvis, Director)

1. AUP Enterprises dba Mirror Lake Wine & Spirits - Application for a Distilled Spirits Retail License and Public Hearing (Nyree Simpson, Licensing Specialist)
2. VRLS Corporation - Application for a Distilled Spirits Retail License and Public Hearing (Nyree Simpson, Licensing Specialist)
3. RA-06-22 - 1739 Carrollton-Villa Rica Highway - Rezoning from AG to SFA and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
4. Amendment to Section 2 *Administration* (of the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
5. Special Use Permit for Scholarship Event held by Georgia Food Industry at Mirror Lake Golf Club and Public Hearing (Nyree Simpson, Licensing Specialist)
6. Adoption of Meeting Schedule for Planning and Zoning Commission (Ronald Johnson, Planning and Zoning Administrator)

C. Economic Development

1. 2023 Professional Services Agreement with RCS Productions, Inc. (Janet Chumley, Tourism Manager)

D. Human Resources (Lena Taylor, Director)

1. Amendment to Wellness Program Agreement for Biometric Screenings

2. Presentation of Great Place to Work Survey Results

E. Information Technology (Jim Chambers, Director)

1. Replacement of Microsoft Surfaces with Apple iPads
2. Make Microsoft Surfaces used by the Council available for Purchase by Council Members

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

1. Appointment to Recreation Advisory Commission
2. Appointment to Recreation Advisory Commission

G. Public Works (Bobby Elliott, Director)

1. Auction of Two Older Score Boards from V-PLEX on GovDeals (Charlie Davis, Deputy Director Public Works)

H. Finance (Jennifer Hallman)

1. FY22 Budget Amendments - #312-315
2. FY23 Budget Amendments - #13-148
3. Write Off Customer Receivables
4. Resolution to Execute Loan No. GF2022008 with Georgia Environmental Finance Authority
5. Approve a resolution to execute modification #2 to the promissory note and loan agreement with Georgia Environmental Finance Authority (GEFA) for \$2,500,000 for the North Avenue Waterline Extension Project.

I. Deputy City Manager/CFO (Sarah Andrews)

1. Update Utility Rate Fee Schedule to include Tap Fees for Townhomes
2. Resolution of Support for the City's Liveable Centers Initiative (LCI) Study Grant Application for the Highway 61 Corridor (Chris Montesinos, Special Projects Director)

J. City Manager (Tom Barber)

1. Emergency Drainage Repairs to Mirror Lake Parkway at the Mirror Lake Dam
2. Approval of Addendum No. 24 with Carter & Sloope to Conduct Water & Sewer Rate Study
3. Approval of Proposal from Keck & Wood for Additional Services Related to the Construction of the North Bypass
4. Approval of Proposal from McIntosh Paving for Punkintown Road Repair
5. Professional Services Agreement with Bobby Elliott
6. Approval of Proposal to Update the Concept Plan for Conners Road Park
7. Approval of Proposal to Create a Master Plan for the Highway 61 Corridor

K. Public Comment

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ordinance naming Steve Adams Drive

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

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 will soon accept the dedication of a new road leading from Hwy. 61 to the newly-constructed headquarters for Verida, Inc. The City deems it appropriate to name the new street after the founder of Verida, Inc. – Steve Adams. Mr. Adams, who has had a long history in Villa Rica and Carroll County for promoting economic growth is a deserving citizen after whom the street will be named. The Ordinance sets forth the many accomplishments of Mr. Adams leading to this recognition.

STAFF RECOMMENDATION: Staff recommends that the Council approve the City of Villa Rica Ordinance naming the new street to Verida, Inc. as Steve Adams Drive.

MOTION: I move to approve the Ordinance naming Steve Adams Drive as attached hereto.

CITY OF VILLA RICA
ORDINANCE

WHEREAS, Steve Adams was born and raised in Carroll County, Georgia; and

WHEREAS, Steve Adams attended Villa Rica High School; and

WHEREAS, in 1974, Steve Adams began his career as an emergency medical technician with the local ambulance service in Carrollton, Georgia; and

WHEREAS, in 1976, Steve Adams formed West Georgia Ambulance Service, Inc. which later became one of the Southeast's largest minority-owned ambulance services; and

WHEREAS, in 1989, Steve Adams founded Adams Transport, Inc., a transportation company providing non-emergency medical transportation and other contracted transportation services; and

WHEREAS, in 2000, Steve Adams founded Southeast Trans, Inc. as a transportation management company specializing in broker management of Medicaid non-emergency transportation services; and

WHEREAS, the companies owned and managed by Steve Adams have continued to expand and prosper thereby benefitting the economies of Carroll County and the City of Villa Rica; and

WHEREAS, Steve Adams' companies, including the newly-named Verida, Inc., have recently completed a new headquarters building located in the City of Villa Rica which will provide many jobs within the local communities; and

WHEREAS, Steve Adams has consistently demonstrated his willingness to give back to his home community through his businesses and through his service on numerous boards including Juvenile Justice to the Emergency Health Services Advisory Board, the local Health Department, the Carroll County Children's Home, University of West Georgia Foundation, the Carroll County Branch of the NAACP, as well as the Board of the Tanner Health Systems; and

WHEREAS, the City of Villa Rica wishes to express its appreciation to Steve Adams for his many contributions; and

WHEREAS, it is for the foregoing reasons that the City of Villa Rica deems it appropriate to rename a new street as a fitting way to recognize Steve Adams for his significant contributions to Villa Rica and Carroll County.

NOW, THEREFORE, be it hereby ordained by the Mayor and Council of the City of Villa Rica as follows:

1. Steve Adams Drive shall begin at the intersection of Steve Adams Drive and Hwy. 61 and shall continue in an easterly direction for approximately 481.63 feet. The right-of-way width for Steve Adams Drive shall be 60 feet. A drawing of Steve Adams Drive is attached to this Ordinance and is incorporated herein.
2. The City Manager is hereby directed to take actions to provide proper signage to Steve Adams Drive and to notify any and all state and federal agencies of the naming of Steve Adams Drive.
3. Further, the City shall properly recognize Steve Adams and the naming of Steve Adams Drive at a ceremony to be scheduled at a time convenient for all parties.

IT IS SO ORDAINED on this the _____ day of February, 2023.

Gil McDougal, Mayor
City of Villa Rica, Georgia

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Special Requirements for Package Distilled Spirits Licenses

AGENDA DATE: February 7, 2023

DATE PREPARED: January 17, 2023

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(e). Number of distilled spirits retail licenses permitted 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 _____, 2023.

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: National Opioid Settlements: Teva Allergan, CVS, Walgreens and Wal-Mart

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

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 of Villa Rica is a participant in several national and regional lawsuits related to the national opioid crisis. We, along with numerous other cities in Georgia, are being represented by counsel in these lawsuits. We have recently been advised that settlement agreements have been reached with both manufacturers of opioid products as well as pharmacy chains which may have been involved in their distribution. The State of Georgia has also been a participant in negotiating those settlements. Settlement agreements provide that the Defendants will pay certain amounts into a fund which will later be distributed to states, counties, municipalities and other local governments which have been affected by the opioid crisis. The City of Villa Rica has been a participant in those lawsuits and is entitled to participate in the settlement proceeds.

The City has been advised that we will receive settlement agreements within the next several weeks or months that relate to the opioid settlement. There are time limitations on filing our applications for participation in the settlement amount. In order that we may comply with those time deadlines, we are seeking approval of the Council to have the City Manager, with the review of the City Attorney, to be able to file for settlement proceeds on behalf of the City.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Motion below which will allow the City Manager, with the review of the City Attorney, to apply to participate in all settlement agreements which are received by the City as it relates to national opioid settlements.

MOTION: I move to authorize the City Manager, with the review and consent of the City Attorney, to apply for any and all funds which may be available to the City as the result of settlements related to the national opioid crisis. The City Manager shall report to the Council of any funds so received.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ordinance to regulate shopping carts

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

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 is currently experiencing a problem related to the abandonment of shopping carts throughout the City. Shopping carts are being removed from shopping center parking lots by individuals and are turning up in homeless camps throughout the City. Not only do the shopping carts cause urban blight, they cause expense for the City to remove them where they have been abandoned. This Ordinance will give the City additional tools to enforce and prevent the problems related to abandoned shopping carts. It will place some affirmative duty on the owners of the shopping carts to mark the carts and to take actions to prevent them from being removed from their premises.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Ordinance regulating shopping carts as attached hereto.

MOTION: I move to approve the Ordinance amending Chapter 16 of the Code of the City of Villa Rica to provide for the regulation of shopping carts as attached hereto.

CITY OF VILLA RICA **ORDINANCE**

AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF THE CITY OF VILLA RICA, GEORGIA BY ADDING ARTICLE VI TO DEFINE AND PROVIDE FOR REGULATION OF SHOPPING CARTS REMOVED FROM OWNERS' PREMISES; TO PROVIDE FOR EFFECTIVE DATES;

TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of the City of Villa Rica, Georgia, in regular meeting of Council assembled, and pursuant to lawful authority thereof:

SECTION 1: That Article VI, of chapter 16, Nuisances, of the Code of the City of Villa Rica, Georgia be amended by inserting Sections 16-180 through 16-169, collectively referred to as the Abandoned Shopping Cart Ordinance, as follows:

Sec. 16-160. – Purpose. The Mayor and Council find that it is in the public interest to provide for the prompt retrieval of lost, stolen or abandoned shopping carts in order to eliminate blight and improve the image and appearance of the City. It is the purpose of this ordinance to have the owners and operators of businesses providing shopping carts to use the means available to them to deter, prevent or mitigate the removal of shopping carts from their business premises. It is further the purpose of this ordinance to prevent the illegal removal of shopping carts from business premises.

Sec. 16-161. – Declaration Of Public Nuisance. Shopping carts that have been illegally removed from the premises of businesses and left abandoned on public or private property throughout the City constitute a public nuisance and a potential hazard to the health, safety and welfare of the public. They create conditions of blight in the community, obstruct free access to sidewalks, streets and other public rights-of-way, interfere with pedestrian and vehicular traffic, impede emergency services, and create impediments to the flow of water in drainage systems and other waterways when abandoned within drainage culverts and easements. It is for these reasons such lost, stolen, or abandoned shopping carts are hereby declared to be a public nuisance which shall be subject to abatement in the manner set forth in this chapter, or as provided by law.

Sec. 16-162. – Definitions. For the purposes of this ordinance, the following terms shall apply:

(a) "Shopping Cart" shall mean a basket mounted on wheels or a similar device which is generally used in a retail establishment by a customer for the purpose of transportation of goods of any kind.

(b) "Abandoned" means a shopping cart that is left unattended or discarded upon any public or private property other than the premises of the retail establishment from which the shopping cart was removed, regardless of whether such shopping cart was removed from the premises with the permission of the owner. For purposes of this ordinance, any shopping cart left unattended or discarded on any public property shall be presumed abandoned, and any shopping cart left unattended or discarded on any private property shall be presumed abandoned unless the owner or

occupant of the private property is: (i) the owner, employee, or authorized agent of the owner, entitled to possession of said shopping cart, (ii) an officer, employee, or agent of a cart retrieval service hired by the owner to retrieve shopping carts, or (iii) is enforcement personnel retrieving, storing or disposing of a cart pursuant to the provisions of this ordinance.

(c) "Preventative measures" means a description of the specific measures that the business owner will implement to prevent removal of any cart from the business premises. Such measures may include, but are not limited to:

(1) electronic or other disabling devices on any cart so they cannot be removed from the business premises;

(2) use of courtesy clerks to accompany customers and return carts to the inside of the business premises;

(3) education provided to customers regarding criminal penalties associated with removal of a cart from the premises; and

(4) other demonstrably effective measures likely to prevent removal of carts from the business premises.

Sec. 16-163. - Abandoned shopping cart prevention and retrieval plan. Each retail establishment with 10 or more shopping carts is hereby required to develop and implement a specific plan to retrieve its shopping carts that are found throughout the City. All retail establishments must provide, upon request, a cart prevention and retrieval plan. Two or more retail establishments may collaborate on a single plan. Plans must be available upon request, within 60 days of the effective date of this ordinance, and must include an effective and specific method of retrieving the retail establishment's shopping carts found throughout the City. The plan shall include:

(a) Owner/Point of Contact information. The name of the owner/manager; the physical address where the retail establishment is conducted; and the name, address, and telephone number(s) of the owner/manager and any point of contact to call and report an abandoned cart, including any changes of such persons.

(b) Shopping carts to be maintained on-site. The following are required measures to contain shopping carts on-site. The owner of the retail establishment may install specific physical measures on the carts or implement other measures to prevent cart removal from business premises. These measures may include, but are not limited to:

(1) Installing disabling devices on all carts;

(2) Installing bollards and chains around business entrances/exits to prevent cart removal;

(3) Providing carts for rental or sale that can be temporarily or permanently used for the purpose of transporting purchases; or

(4) Providing personnel for the purposes of the retrieval of lost, stolen or abandoned shopping carts. Such personnel may be either employees of the business or one or more independent contractors hired by the owner to provide shopping cart retrieval services, or combination of both.

Sec. 16-164. - Identification affixed to carts. Every shopping cart made available for use by customers shall affix on each shopping cart, and maintain thereon, legible information identifying the name of the retail establishment with which it is owned or otherwise associated.

Sec. 16-165. - Employee training. The owner/manager of the retail establishment shall communicate the cart retrieval plan to new and existing store managers designed to educate such employees concerning the requirements of the plan and the provisions of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment.

Sec. 16-166. - New development requirements. New developments and businesses of over 15,000 square feet in area and having more than ten carts shall be required to provide, upon request, a cart retrieval plan prior to the issuance of a certificate of occupancy for the facility.

Sec. 16-167. – Effective date; compliance. The effective date of this ordinance shall be March 1, 2023. Within 60 days of the effective date of this ordinance, each retail establishment that utilizes shopping carts in the operation of its business shall affix on each shopping cart, and maintain thereon, information identifying the name of the retail establishment.

Sec. 16-168. - Enforcement. The provisions of this ordinance shall be enforced by code enforcement personnel. In the enforcement of this ordinance, enforcement personnel may enter upon public property which the City owns or has a right to enter to examine a shopping cart or parts thereof, or to obtain information as to the identity of a shopping cart and remove, or cause removal of, a shopping cart, or parts thereof, declared to be a nuisance pursuant to this ordinance.

Sec. 16-169. - Penalty for failure to submit, modify or implement plan. Any retail establishment that fails to provide a plan upon request, shall constitute a violation of this ordinance, and be subject to the procedure and penalties that follow:

(a) Once a merchant or point of contact, as specified in the cart retrieval plan, has spoken with code enforcement, the merchant has 72 hours to remove carts.

(b) If the City has to remove the carts, they will be immediately disposed of and the business fined a recovery fee.

(c) The recovery fee will be established yearly. For 2023 the fees shall be: one cart picked up \$375; more than one cart at the same location, \$375 plus \$125 for each additional cart collected during the same recovery effort.

(d) Failure of any business to provide a cart retrieval plan within 24 hours of request shall result in a fine not to exceed \$500.

SECTION 2: all ordinances or parts of ordinances in conflict herewith are hereby repealed.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Urban Camping Ordinance

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

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 of Villa Rica continues to experience issues related to persons who are camping on public property or on private property without permission. While some of these individuals are homeless or coping with mental health issues, the City is required to deal with their presence. The City receives a number of complaints concerning these individuals who are trespassing either upon private or public property. In an effort to define what conduct is permissible as it relates to individuals camping on public property or private property without permission, the City has proposed the attached Urban Camping Ordinance. This Ordinance, which has been enacted in other municipalities has served as a good tool for regulating and controlling the use of property throughout the City. The Ordinance also attempts to address personal property, debris, or trash left on public property or on private property without permission.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Urban Camping Ordinance as attached hereto as an additional enforcement mechanism for the City to use in addressing the current problem.

MOTION: I move to approve the Urban Camping Ordinance attached hereto to be effective immediately.

URBAN CAMPING AND IMPROPER USE OF PROPERTY

Be it hereby ordained by the Mayor and Council of Villa Rica that an Urban Camping Ordinance be adopted to read as follows:

Sec. ____-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Camp or *camping* shall mean residing in or using a public street, public sidewalk, public park or other public property within the city for private living accommodations, such as erecting tents or other temporary structures or objects providing shelter; regularly cooking or preparing meals; or other similar activities. These activities constitute camping if, in light of all the circumstances, it reasonably appears that in conducting one or more of these activities, the participant is in fact using the area as a living accommodation, regardless of the intent of the participant or the nature of any other activities in which he or she may also be engaging.

Public park includes all municipal parks, public playgrounds, public plazas, attractions, and monuments within the city.

Public street includes all public streets and highways, public sidewalks, public benches, public parking lots, and medians within the city.

Storing personal property shall mean leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks unattended in a public park, on a public street, or other public property where such activity reasonably appears, in light of all of the circumstances, to have the purpose of blocking ingress and egress. This term shall not include parking a bicycle or other mode of transportation.

Sec. ____-2. - Prohibitions.

- (a) It shall be unlawful to camp or to store personal property in any public park.
- (b) It shall be unlawful to camp, to sleep, to store personal property, to sit or to lie down on any public property so as to interfere with ingress or egress from buildings or other structures.
- (c) It shall be unlawful for anyone other than the owner, a lessor, or other rightful occupant to camp, sleep, reside, store personal property, or lie down on private property without the permission of the owner or lessor of such property.

Sec. ____-3. - Warning.

No person may be arrested for violating this article until he or she has received a written warning to cease the unlawful conduct and fails to comply with the warning within 24 hours of its issuance. A person in violation of this article after being issued a warning shall be subject to arrest without regard to the time interval between the warning and the subsequent violation.

Sec. ____-4. - Abandoned property.

Any property left on public property by a person receiving a warning may be collected by the city and disposed of unless the owner claims the property at the Police Department within 30 days after the issuance of the warning.

Sec. ____-5. - Exceptions.

This article shall not be construed to prohibit the following behavior:

- (1) Persons sitting or lying down as a result of a medical emergency;
- (2) Persons in wheelchairs sitting on sidewalks;
- (3) Persons sitting down while attending parades;
- (4) Persons sitting down while patronizing sidewalk cafes;
- (5) Persons lying down or napping while attending performances, festivals, concerts, fireworks, or other special events;
- (6) Persons sitting on chairs or benches supplied by a public agency or abutting private property owner;
- (7) Persons sitting on seats in bus zones occupied by people waiting for the bus;
- (8) Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets to any sporting event, concert, performance, or other special event;
- (9) Persons sitting or lying down while waiting in an orderly line awaiting entry to any building, including shelters, or awaiting social services, such as provision of meals;
- (10) Children sleeping while being carried in a stroller or baby carriage; or

- (11) Organized camping events that have obtained written permission for a special event from the mayor.

Sec. ____-6. - Penalty for violation of article.

Anyone found to be in violation of this article, shall be subject to punishment as provided in Section ____ - ____ of the Code.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Redistricting of Villa Rica Voting Wards

AGENDA DATE: January 10, 2023 and February 7, 2023

DATE PREPARED: January 9, 2022

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

BACKGROUND: The City is required to review whether or not its voting wards comply with the constitutional mandate known as “one-man/one-vote” at the completion of each decennial census. After a review of the census data received by the City subsequent to the 2020 Census, the City has determined that its current voting wards do not comply with the constitutional mandate. Accordingly, the City is obligated to redistrict the voting wards in compliance with existing state and federal law. The City, utilizing the services of the Georgia State Reapportionment Office, has prepared a proposed revision of its voting wards that will comply with all requirements of state law. The attached Ward Map has been reviewed by the City Council and is proposed for adoption prior to the municipal election to be held on November 7, 2023.

Because this Ordinance is a proposed change to the Villa Rica City Charter, it must be adopted pursuant to the Home Rule Provisions allowed by the Georgia Constitution and laws. The Ordinance must be read and considered at two separate meetings and a legal notice run in the legal organ of the County prior to its final adoption. It is anticipated that a first reading of the proposed Ordinance will be made at the January Council meeting with final action to be taken at the February Council meeting.

STAFF RECOMMENDATION: Staff recommends that the Council adopt the proposed Ward Map for the City of Villa Rica in order to bring the City within the constitutional mandates required by state and federal law.

MOTION: For January Council meeting – I move to approve the first reading of the Ordinance to Amend the Charter of the City of Villa Rica for the Purpose of Reapportionment of Representative Districts. For February Council meeting – I move to approve the Ordinance to Amend the Charter of the City of Villa Rica for the Purpose of Reapportionment of Representative Districts as attached hereto including the adoption of a new Ward Map known as Appendix B to the City Charter.

**STATE OF GEORGIA
CITY OF VILLA RICA**

**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF VILLA RICA FOR
THE PURPOSE OF REAPPORTIONMENT OF REPRESENTATIVE DISTRICTS
PURSUANT TO O.C.G.A. § 36-35-14 AND 36-53-3**

WHEREAS, the City of Villa Rica voting wards are established in Section 5.10 of the City Charter; and

WHEREAS, 2020 marked the official United States Census conducted since the last adoption of the Villa Rica voting wards;

WHEREAS, the United States Constitution requires that voting districts be drawn to give maximum effect to one-person/one-vote as required by the 14th Amendment to the Constitution;

WHEREAS, O.C.G.A. § 36-36-4.1 authorizes municipalities to reapportion election districts for the next municipal election when annexations or other factors place the municipality on notice that districts may be unconstitutionally out of balance;

WHEREAS, Georgia law also establishes that each reapportionment district shall be formed of contiguous territory with boundary lines the center of streets or other well-defined boundaries, that variations in populations among the districts created comply with the one person-one vote requirements of the Constitution, and the reapportionment is limited to the extent necessary to establish one person-one vote limits and that the number of representative districts may not be changed, O.C.G.A. § 36-35-4.1(b);

WHEREAS, the City must redistrict its voting wards to comply with the foregoing legal requirements;

WHEREAS, a notice of the proposed Charter Amendment, authorized by the General Assembly pursuant to O.C.G.A. § 36-35-3 was published in the Legal Organ for Carroll and Douglas Counties for each of 3 weeks within 60 days of the final action on this ordinance;

WHEREAS, final action on this reapportionment Ordinance is taken more than 180 days prior to the election scheduled for November 7, 2023, in accordance with O.C.G.A. § 36-35-4.1(e); and

NOW THEREFORE, the Mayor and Council for the City of Villa Rica, at consecutive Regular meetings of the Governing Authority for the City of Villa Rica, does HEREBY DECLARE AND ORDAIN as follows:

1. The statements and conclusions contained in the “Whereas” paragraphs above are made the findings of fact of the City Council.

**STATE OF GEORGIA
CITY OF VILLA RICA**

2. Section 5.10(h) of the Charter of the City of Villa Rica, also known as Appendix B of the Charter of the City of Villa Rica is REPEALED in its Entirety.
3. Section 5.10(h) of the Charter of Villa Rica shall read:
 - (h) The boundaries of the five wards for election of Council members shall correspond to these five numbered districts described and attached to and made a part of this Charter and further identified as Plan Name: _____ . Such attachment may also be referred to as Appendix B of the City Charter. Wards 1, 2, 3, 4 and 5 shall be the same territory identified in such attachments as districts 1, 2, 3, 4 and 5, respectively.
4. The City Attorney is directed to provide notice of this redistricting to the Georgia Secretary of State and to the Legislative Reapportionment Office within 30 days of this Ordinance, and to the Office of the United States Attorney General, to the extent the law requires such communication.

SO ORDAINED this _____ day of February, 2023.

Gil McDougal
Mayor

Attest:

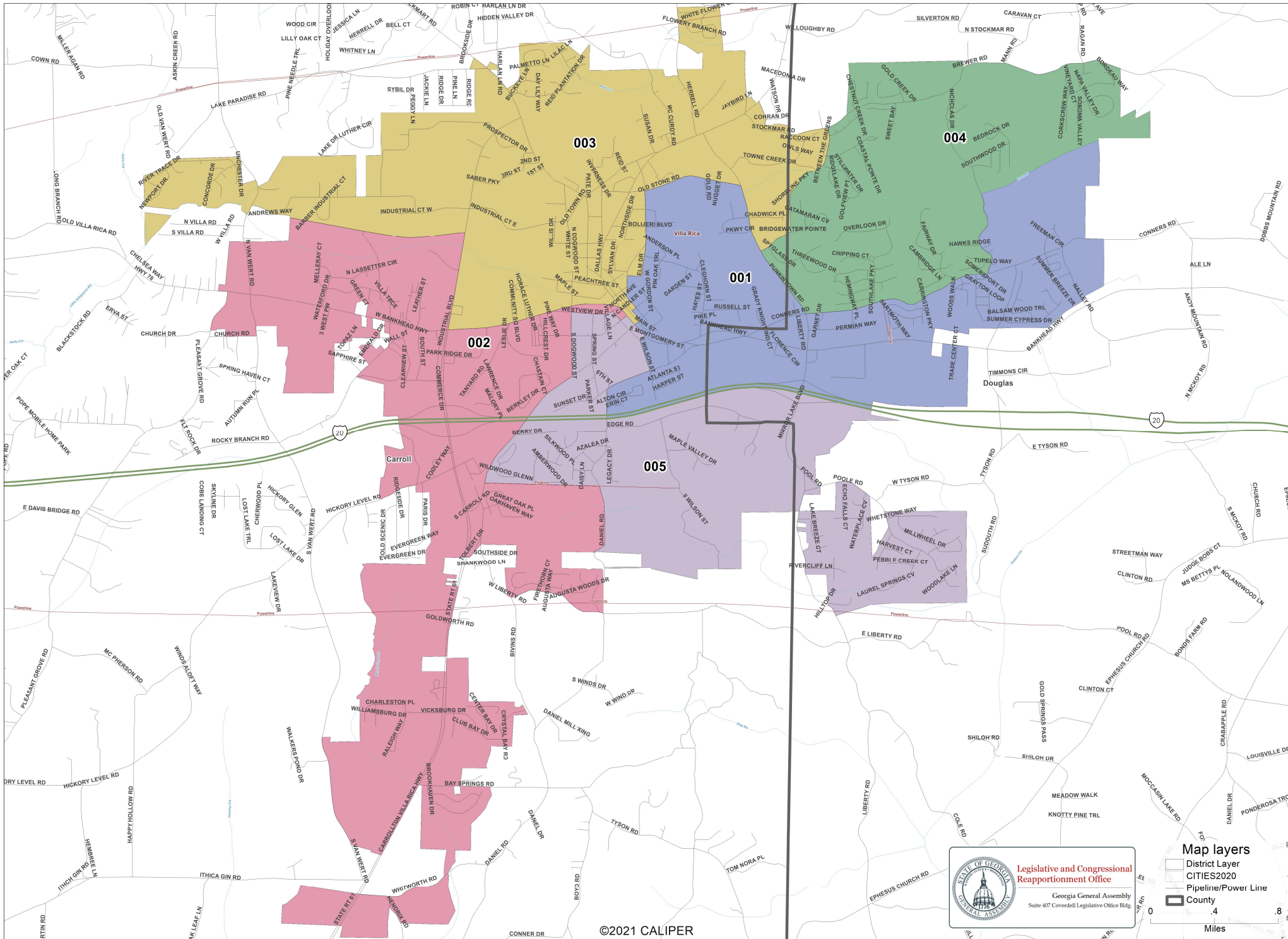
Approved as to form:

Theresa Campbell
City Clerk

C. David Mecklin, Jr.
City Attorney

Proposed Villa Rica City Council Districts

Client: Villa Rica
Plan: villarica-p2-2021
Type: Local



©2021 CALIPER



Map layers
District Layer
CITIES2020
Pipeline/Power Line
County
0 0.4 0.8
Miles



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Quest for legislation amending the Villa Rica Public Facilities Authority Act

AGENDA DATE: February 7, 2023

DATE PREPARED: January 27, 2023

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 original Villa Rica Public Facilities Authority Act defined the purposes for which the Authority was established. The list of projects as defined in the Act included a broad range of activities which the authority could undertake. Question has been raised in the past as to whether or not the Authority had power to act as it relates to public roads, streets and sidewalks. Although the City Attorney has rendered an opinion that it does already include those powers, he has recommended that action be taken to specifically clarify that issue so that there is no question raised in the future if the Public Facility Authority takes action with regard to roads within the City.

The purpose of this Resolution is to request the legislative delegation representing the City of Villa Rica to submit legislation making that amendment to the Public Facilities Authority Act.

STAFF RECOMMENDATION: Staff recommends that the Council request the legislative delegation representing the City of Villa Rica to submit the attached legislation seeking the change proposed.

MOTION: I move that the City Manager and City Attorney be directed to contact the legislative delegation representing the City of Villa Rica requesting a change in the Act creating the Villa Rica Public Facilities Authority in the form attached hereto.

RESOLUTION

WHEREAS the City of Villa Rica Public Facilities Authority was created by House Bill 1439 and was codified as Georgia Laws _____ (copy attached); and

WHEREAS the term “Project” was defined in Section 3(4) of said Act; and

WHEREAS the City seeks to clarify the existing legislation by stating that the acquisition, construction, renovation, improvement, extension, addition or equipping of roads is a specifically-authorized purpose under the Act.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Georgia Legislature be requested to amend the Act creating the Georgia Public Facilities Authority by deleting Section 3(4) in its entirety and replacing it with the following:

(4) “Project” means any capital project determined by the authority to promote the public good or general welfare of the citizens of the city, or any of its enterprises or systems, including, but not limited to, the acquisition, construction, renovation, improvement, extension, addition, or equipping of (A) utility systems and improvements, including without limitation water and sewer systems and facilities, sewage and solid waste disposal systems and facilities, and electric, gas, and other similar facilities and systems; (B) emergency facilities, including emergency, fire, police, and rescue facilities; (C) recreational facilities, including parks, athletic fields, buildings, or facilities and other similar facilities; (D) public safety facilities, including jails, police departments, facilities or equipment, and state patrol or other law enforcement facilities or equipment; (E) healthcare facilities and equipment; (F) educational, cultural, or historical facilities and equipment; (G) administrative facilities and equipment, including city hall buildings and other governmental buildings; and (H) public streets, roads, and sidewalks.

The City Manager and City Attorney are directed to transmit a copy of this Resolution to the legislative delegation representing the City of Villa Rica with a request for this legislation to be considered as soon as possible.

IT IS SO RESOLVED on this _____ day of February, 2023.

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk

House Bill 1439 (AS PASSED HOUSE AND SENATE)

By: Representatives Bearden of the 68th and Hembree of the 67th

A BILL TO BE ENTITLED

AN ACT

1 To create the City of Villa Rica Public Facilities Authority; to provide for a short title and
2 legislative findings; to confer powers and impose duties on the authority; to provide for the
3 membership and the appointment of members of the authority and their terms of office,
4 qualifications, duties, powers, and compensation; to provide for vacancies, organization,
5 meetings, and expenses; to provide for definitions; to provide for the issuance and sale of
6 revenue bonds and their negotiability, sale, and use of proceeds from such sales; to provide
7 for conditions for issuance of such obligations; to prohibit the pledge of credit for the
8 payment of bonds; to provide for trust indentures and a sinking fund; to provide for payment
9 of bond proceeds; to provide for bondholder remedies and protection; to provide for
10 refunding bonds; to provide for bond validation; to provide for venue and jurisdiction; to
11 provide for trust funds; to provide for authority's purpose; to provide for charges; to provide
12 for rules and regulations; to provide for tort immunity; to provide for tax exemptions and
13 exemptions from levy and sale; to provide for supplemental powers; to provide for effect on
14 other governments; to provide for liberal construction; to provide for severability; to provide
15 an effective date; to provide for related matters; to repeal conflicting laws; and for other
16 purposes.

17 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

18 SECTION 1.

19 Short title.

20 This Act shall be known and may be cited as the "City of Villa Rica Public Facilities

SECTION 2.

Creation of authority; purpose.

There is created a body corporate and politic to be known as the "City of Villa Rica Public Facilities Authority," which shall be deemed to be a public corporation. Such corporation shall be separate and distinct from any public corporation or other entity heretofore created by the General Assembly and shall be an instrumentality of the State of Georgia exercising governmental powers. The authority is created for the purpose of promoting the public good and general welfare of the citizens of the City of Villa Rica, and assisting the City of Villa Rica in providing facilities, equipment, and services to the citizens of the City of Villa Rica in the most efficient means possible. In connection with the exercise of any of its powers, the members of the authority may make findings or determinations that the exercise of its powers as proposed will promote the public good and general welfare, and assist the City of Villa Rica in providing facilities, equipment, and services, and such findings or determinations, if made, shall be conclusive and binding.

SECTION 3.

Definitions.

As used in this Act, the following words and terms shall have the meaning specified unless the context or use clearly indicates a different meaning or intent:

(1) "Authority" means the City of Villa Rica Public Facilities Authority created by this Act.

(2) "Cost of the project" shall include (A) the cost of construction; (B) the cost of all land and interests therein, properties, rights, easements, and franchises acquired; (C) the cost of acquiring, constructing, or erecting buildings, improvements, materials, labor, and services; (D) the cost of all machinery and equipment; (E) financing charges and interest prior to and during construction or acquisition of any project and for six months after such project is placed into service and operational at the level intended; (F) the cost of construction, engineering, architectural, fiscal, accounting, inspection, and legal expenses relating to a project or to the financing or refinancing of any project and other expenses necessary or incident to determining the feasibility or practicability of any project; (G) administrative

1 reimbursed as such out of any funds of the authority, including proceeds of any revenue
2 bonds issued under the provisions of this Act for any such project or projects and the
3 proceeds of the sale of any contracts, lease agreements, or installment sales agreements or
4 the amounts payable thereunder, either directly or by the creation of interests therein.

5 (3) "City" means the City of Villa Rica, Georgia, or its successor.

6 (4) "Project" means any capital project determined by the authority to promote the public
7 good or general welfare of the citizens of the city, or any of its enterprises or systems,
8 including, but not limited to, the acquisition, construction, renovation, improvement,
9 extension, addition, or equipping of (A) utility systems and improvements, including
10 without limitation water and sewer systems and facilities, sewage and solid waste disposal
11 systems and facilities, and electric, gas, and other similar facilities and systems;
12 (B) emergency facilities, including emergency, fire, police, and rescue facilities;
13 (C) recreational facilities, including parks, athletic fields, buildings, or facilities and other
14 similar facilities; (D) public safety facilities, including jails, police departments, facilities,
15 or equipment, and state patrol or other law enforcement facilities or equipment;
16 (E) healthcare facilities and equipment; (F) educational, cultural, or historical facilities and
17 equipment; and (G) administrative facilities and equipment, including city hall buildings
18 and other governmental buildings.

19 (5) "Revenue bonds" means revenue bonds issued by the authority pursuant to the terms
20 of this Act or under Article 3 of Chapter 82 of Title 36 of the O.C.G.A, known as the
21 "Revenue Bond Law."

22 SECTION 4.

23 Powers of the authority.

24 The authority shall have the power:

- 25 (1) To hold, own, lease, transfer, and convey real and personal property or interests
26 therein;
- 27 (2) To sue and be sued;
- 28 (3) To have and to use a seal and to alter the same at its pleasure;
- 29 (4) To acquire, construct, purchase, own, equip, operate, extend, improve, lease, and sell
30 any project;

(6) To acquire property and projects in its own name by gift or by purchase on such terms and conditions and in such manner as it may deem proper. If the authority shall deem it expedient to construct any project on real property or any interest therein or usufruct which is subject to the control of the city, the city is authorized to convey such real property or interest therein to the authority for no consideration or for such consideration as may be agreed upon by the authority and the city, taking into consideration the public benefit to be derived from such conveyance. The city may transfer such property or interest therein without regard to any determination as to whether or not such property or interest therein is surplus;

(7) To accept gifts and bequests for its corporate purposes;

(8) To appoint, select, and employ, with or without bidding as the authority may choose, officers, agents, and employees, including engineering, architectural, and construction experts, fiscal agents, underwriters or other advisors, and attorneys, and to fix their compensation;

(9) To make and execute with public and private persons and corporations contracts, lease agreements, rental agreements, installment sale agreements, and other instruments relating to its projects and incident to the exercise of the powers of the authority, including contracts for constructing, renting, leasing, and selling its projects for the benefit of the city; and, without limiting the generality of the foregoing, authority is specifically granted to the authority and to the city to enter into contracts, lease agreements, rental agreements, installment sale agreements and related agreements with the authority for a term not exceeding 50 years as provided in Article IX, Section III of the Constitution of the State of Georgia;

(10) To lease, sell, transfer, or otherwise dispose of any property, real or personal, or assets of the authority, or to assign its rights under its contracts, lease agreements, or installment sale agreements or its right to receive payments thereunder, either directly or through trust or custodial arrangements whereby interests are created in such contracts, lease agreements, or installment sale agreements or the payments to be received thereunder through the issuance of trust certificates, certificates of participation, custodial receipts, or other similar instruments;

(11) To accept loans or grants of money or property of any kind from the United States, the State of Georgia, or any political subdivision of the State of Georgia;

(13) To enter into (A) interest rate swaps, collars, or other types of interest rate management agreements, or (B) credit enhancement or liquidity agreements relating to any obligations of the authority, provided that the obligation of the authority under such agreements shall not be a general obligation of the authority but shall be a limited obligation of the authority payable from a specific source of funds identified for such purpose. The authority shall be exempt from any requirement of Georgia law requiring a swap management plan or other similar plan relating to interest swap agreements;

(14) To make such rules and regulations governing its employees and property as it may in its discretion deem proper;

(15) To be sued the same as any private corporation on any contractual obligation of the authority. The authority shall have the same rights to sue any other person or entity as any private corporation; and

(16) To issue its revenue bonds, notes, or other obligations to finance or refinance any project which may be financed by the city under the Revenue Bond Law of the State of Georgia.

SECTION 5.

Members of the authority; terms of office.

The authority shall consist of six to nine members. Six of the members shall be the persons at the time serving as the five duly elected members of the city council of the City of Villa Rica and the mayor of the City of Villa Rica, who shall be eligible to succeed themselves.

The members of the authority shall hold office for terms coinciding with their terms on the city council or his or her term as mayor, respectively, and shall serve until their successors take office. The mayor and council, in their capacities to the city, may nominate and appoint up to three additional members who possess knowledge or experience in matters within the power of the authority. The nonmayor and council members of the authority shall serve one-year terms and are eligible to be reappointed without limitation. In the event that the number of members of the city council is changed, then the number of members of the authority shall be correspondingly changed. Immediately after their official seating on the city council, each member of the authority shall enter upon their duties. A majority of the members of the authority shall constitute a quorum, and no vacancy on the authority shall

1 The chairperson shall be a non-voting member of the authority; however, if at any time there
2 are an even number of members on the authority, the chairperson shall only be allowed to
3 vote to break a tie. The authority may elect a vice-chairperson or any number of assistant
4 secretaries or treasurers as it may from time to time deem necessary or desirable. The
5 members of the authority shall not be entitled to compensation for their services, but shall
6 be entitled to and shall be reimbursed for their actual expenses necessarily incurred in the
7 performance of their duties. The authority shall make rules and regulations for its own
8 governance and it shall have perpetual existence. Any change in name or composition of the
9 authority shall in no way affect the vested rights of any person under the provisions of this
10 Act or impair the obligations of any contracts existing under this Act.

11 **SECTION 6.**

12 Issuance and sale of revenue bonds.

13 The authority shall have power and is authorized from time to time to provide for the
14 issuance and sale of negotiable revenue bonds in the manner provided by Article 3 of
15 Chapter 82 of Title 36 of the O.C.G.A., known as the "Revenue Bond Law," for the purpose
16 of paying all or any part of the cost of any one or more projects, including the cost of
17 constructing, reconstructing, equipping, extending, adding to, or improving any such project,
18 or for the purpose of refunding, as herein provided, any such bonds of the authority or any
19 other authority or public body previously issued to finance or refinance the cost of a project.
20 The principal of and interest on such revenue bonds shall be a limited obligation of the
21 authority payable solely from the source or sources of funds specified in the indenture or
22 resolution of the authority authorizing the issuance of such revenue bonds. The revenue
23 bonds of each issue shall be issued and validated under and in accordance with the provisions
24 of the Revenue Bond Law. Such revenue bonds shall mature on such dates, bear interest at
25 such rate or rates, whether fixed or variable, be subject to redemption and have such other
26 terms as the authority may provide in the indenture or resolution relating thereto. Such
27 revenue bonds shall not be subject to any provision of Georgia law limiting the rate of
28 interest payable thereon, and may be sold in a negotiated sale or in a public sale as the
29 authority may determine.

SECTION 7.

Power to incur loans or issue notes.

The authority shall also have the power to incur indebtedness from time to time for the purpose of financing or refinancing any project or refunding any obligations previously issued for such purpose, or for any other purpose, whether in the form of a loan or through the issuance of notes, and the principal of and interest on such notes or loans shall be a limited obligation of the authority payable solely from the source or sources of funds specified in the resolution or indenture of the authority authorizing such loan or the issuance of such notes. Any such loan or notes shall not be required to be validated as a condition to the issuance thereof and shall have such terms as may be specified by the authority in the resolution or indenture authorizing the same.

SECTION 8.

Negotiable instruments; bonds or other obligations exempt from taxation.

All revenue bonds issued under the provisions of this Act shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of this state. All such bonds, and any loan incurred or note issued as provided in this Act, are declared to be issued or incurred for an essential public and government purpose and such obligations and the interest thereon shall be exempt from all taxation within this state.

SECTION 9.

Revenue bonds or notes not a debt or general obligation.

Revenue bonds or notes issued under the provisions of this Act or any loan incurred as authorized herein shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof, including the city, but shall be payable solely from the sources as may be designated in the resolution or indenture of the authority authorizing the issuance of the same. The issuance of such obligations shall not directly, indirectly, or contingently obligate the State of Georgia or any political subdivision thereof, including the city, to levy or to pledge any form of taxation whatsoever for the payment

1 section. Nothing in this section shall be construed to prohibit the State of Georgia or any
2 political subdivision or agency thereof, including the city, from obligating itself to pay the
3 amounts required under any contract entered into with the authority pursuant to Article IX
4 of the Constitution of the State of Georgia or any successor provision, including from funds
5 received from taxes to be levied and collected for that purpose to the extent necessary to pay
6 the obligations contractually incurred by the authority, and from any other source.

7 **SECTION 10.**

8 Issuance of bonds or obligations under indentures or resolutions.

9 In the discretion of the authority, any issuance of such revenue bonds, notes, or other
10 obligations may be secured by a trust indenture by and between the authority and a trustee,
11 which may be any trust company or bank having the powers of a trust company within or
12 outside the State of Georgia. Such trust indenture may pledge or assign fees, tolls, rents,
13 revenues, and earnings to be received by the authority including the proceeds derived from
14 the financing, sale, or lease, from time to time, of any project. Either the resolution
15 providing for the issuance of revenue bonds or other obligations or such trust indenture may
16 contain such provisions for protecting and enforcing the rights and remedies of the owners
17 of such bonds or obligations as may be reasonable and proper and not in violation of law,
18 including covenants setting forth the duties of the authority or any lessee or purchaser in
19 relation to the acquisition and construction of any project, the maintenance, operation, repair,
20 and issuance of any project, and the custody, safeguarding, and application of all moneys,
21 including the proceeds derived from the sale or lease of any project or from the sale of any
22 such bonds, notes, or other obligations and may contain provisions concerning the
23 conditions, if any, upon which additional bonds, notes, or other obligations may be issued,
24 whether on a parity with or subordinate to, any other obligations issued by the authority.
25 Such indenture or resolution may set forth the rights and remedies of the owners of such
26 obligations and of the trustee. In addition to the foregoing, such trust indenture may contain
27 such other provisions as the authority may deem reasonable and proper of the security of the
28 owners of such bonds or other obligations or otherwise necessary or convenient in
29 connection with the issuance of such obligations. All expenses incurred in carrying out such
30 trust indenture may be treated as a part of the cost of maintenance, operation, and repair of

SECTION 11.**Security of the payment of bonds or other obligations.**

The authority may assign or pledge any property or revenues to the payment of the principal and interest on revenue bonds of the authority as the resolution authorizing the issuance of the bonds or the trust indenture may provide. The use and disposition of such property or revenues assigned to the payment of bonds or other obligations shall be subject to the indenture or resolution authorizing the issuance of such revenue bonds or obligations. Any lien created by the authority for the payment of such bonds or obligations may be a first lien or a subordinate lien as the authority may provide, and any such indenture or resolution may provide, at the option of the authority, for the issuance of additional bonds or other obligations sharing any lien on a parity or subordinate lien basis.

SECTION 12.**Refunding bonds or obligations.**

The authority is authorized to provide by resolution for the issuance of obligations, whether revenue bonds, notes, or other obligations, for the purpose of refunding any revenue bonds or other obligations issued under the provisions of this Act or under any other provision of Georgia law so long as such bonds or other obligations were issued for a purpose or project for which the authority could issue bonds. The issuance of such refunding bonds or other obligations and all the details thereof, the rights of holders thereof, and the duties of the authority with respect to the same shall be governed by the foregoing provisions of this Act insofar as the same may be applicable.

SECTION 13.**Principal office; venue.**

The principal office of the authority shall be in the city, and the venue of any action against it shall be in Carroll County. Any action pertaining to the validation of any bonds issued under the provisions of this Act and for the validation of any contract entered into by the authority shall be brought in the Superior Court of Carroll County, and such court shall have

SECTION 14.**Validation of revenue bonds.**

Revenue bonds of the authority shall be confirmed and validated in accordance with the procedure now or hereafter set forth in Article 3 of Chapter 82 of Title 36 of the O.C.G.A., known as the "Revenue Bond Law," as the same now exists or may hereafter be amended. The petition for validation shall also make a party defendant to such action the city, if the city has or will contract with the authority with respect to the project for which bonds are to be issued and are sought to be validated. The bonds, when validated, and the judgment of validation shall be final and conclusive with respect to the validity of such bonds against the authority and against all other persons or entities, regardless of whether such persons or entities were parties to such validation proceedings.

SECTION 15.**No impairment of rights.**

While any of the bonds or other obligations issued by the authority or any interests in contracts of the authority remain outstanding, the powers, duties, or existence of the authority or of its officers, employees, or agents shall not be diminished or impaired in any manner that will affect adversely the interest and rights of the holders of such bonds or obligations or such interests in contracts of the authority. The provisions of this section of this Act shall be for the benefit of the authority and of the holders of any such bonds or obligations and interests in contracts of the authority and, upon the issuance of bonds or obligations or the creation of interests in contracts of the authority under the provisions of this Act, shall constitute a contract with the holders of such bonds or obligations or such interests in contracts of the authority.

SECTION 16.**Trust funds; permitted investments.**

All moneys received by the authority pursuant to this Act, whether as proceeds from the sale of revenue bonds or obligations of the authority, as grants or other contributions, or as

1 not held in such a fund or account, in such investments as would be permitted for
2 investments of a development authority created under Code Section 36-62-1, et seq., of the
3 O.C.G.A.

4 **SECTION 17.**

5 **Power to set rates, fees, and charges.**

6 The authority is authorized to prescribe and fix rates, fees, tolls, rents, and charges and to
7 revise, from time to time, and collect such revised rates, fees, tolls, rents, and charges for the
8 services, facilities, or commodities furnished, including leases, concessions, and subleases
9 of its projects, and to determine the price and terms at and under which its projects may be
10 sold, leased, or otherwise disposed of. The authority may establish in its discretion
11 procedures for contracting for any work done for the authority or for the acquisition, sale,
12 transfer, or lease of any property, real or personal, of the authority.

13 **SECTION 18.**

14 **Essential governmental function; no taxes or assessments.**

15 All property or interests in property owned by the authority shall be public property held and
16 owned for governmental purposes and shall be exempt from ad valorem taxation. The
17 exercise of the powers conferred upon the authority hereunder shall constitute an essential
18 governmental function for a public purpose and the authority shall be required to pay no
19 taxes or assessments upon any of the property acquired by it or under its jurisdiction, control,
20 possession, or supervision or upon its activities in the operation and maintenance of property
21 acquired by it or of buildings acquired or erected by it or any fees, rentals, or other charges
22 for the use of such property or buildings or other income received by the authority. The tax
23 exemption herein provided shall not include an exemption from sales and use tax on property
24 purchased by or for the use of the authority.

25 **SECTION 19.**

26 **Immunity of authority and members.**

1 **SECTION 20.**

2 Authority property not subject to levy and sale.

3 The property of the authority shall not be subject to levy and sale under legal process.

4 **SECTION 21.**

5 Authority area of operation.

6 The scope of the authority's operations shall be limited to the territory embraced within the
7 territorial limits of the city, as the same now or may hereafter exist; provided, however, that
8 nothing in this section shall prevent the authority from contracting with any entity, public or
9 private, outside of the city with respect to any project located in the city, or located outside
10 of the city, if the authority shall determine that entering into such contract is in the best
11 interest of the authority and in furtherance of its public purposes.

12 **SECTION 22.**

13 Supplemental powers.

14 This Act does not in any way take away from the authority any power which may be
15 conferred upon it by law but is supplemental thereto.

16 **SECTION 23.**

17 No power to impose taxes.

18 The authority shall not have the right to impose any tax on any person or property.

19 **SECTION 24.**

20 Act to be liberally construed.

21 This Act shall be liberally construed to effect the purposes hereof.

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SECTION 25.

Severability of provisions.

3 Should any sentence, clause, phrase, or part of this Act be declared for any reason to be
4 unconstitutional or invalid, the same shall not affect the remainder of this Act, or any part
5 hereof, other than the part so held to be invalid, but the remaining provisions of this Act shall
6 remain in full force and effect, and it is the express intention of this Act to enact each
7 provision of this Act independently of any other provision hereof.

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SECTION 26.

Effective date.

10 This Act shall become effective upon its approval by the Governor or upon its becoming law
11 without such approval.

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SECTION 27.

Conflicting laws.

14 All laws and parts of laws in conflict with this Act are, to the extent of such conflict,
15 repealed.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: AUP Enterprise LLC (Db) Mirror Lake Wine & Spirits

AGENDA DATE: February 7, 2023 (Tuesday), beginning at 6:00 PM EST

DATE PREPARED: January 26, 2023 (Thursday)

PREPARED BY: Nyree Simpson, Licensing Specialist

PUBLIC HEARING: YES

PURPOSE: Application and public hearing for issuance of a Distilled Spirits Retail license permit to AUP Enterprise LLC (Db) Mirror Lake Wine & Spirits.

BACKGROUND: AUP Enterprise LLC (a Domestic Limited Liability Company) has applied for a Distilled Spirits Retail license permit. The proposed location site has not yet been constructed; however, a recent survey identifies the location as; 0 Conners Road, Land Lot 175, 2nd District, 5th Section, Douglas County, GA, being with the City of Villa Rica, GA. Douglas county tax records has assigned a parcel number of 01750250267. **The location is situated within District 1 for the City of Villa Rica.**

AUP Enterprise LLC list the following on the application; Hardik Patel (Stockholder 50%), Unnati Patel (Stockholder 50%) and Rameshchandra Patel (Officer 0%). All three individuals have submitted themselves to the Villa Rica police department for an FBI criminal history background check and have met the qualifications of licensing as set for the in the alcohol ordinance.

AUP Enterprise LLC currently owns and operates Carrollton Beverage at 1128 N. Park Street, Carrollton, GA 30117. In addition, they operate several convenience stores located within Carroll County, GA. In conversation with a representative from the City of Carrollton's Licensing Department I learned there have been no complaints issued against this company. In fact, high praise was provided.

Hardik Patel has proposed the following business hours: Monday, Tuesday, and Wednesday – 9:00 AM until 10:00 PM. Thursday, Friday and Saturday – 9:00 AM until 11:00 PM. Sunday – 12:30 PM until 9:00 PM. These hours shall follow the same pattern as the Carrollton GA location.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request of issuance of a Distilled Spirits Retail license permit to the business of AUP Enterprise (Db) Mirror Lake Wine & Spirits.



CITY OF VILLA RICA DISTILLED SPIRITS PACKAGE LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180** together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant – All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	Pouring Beer & Wine	\$100	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	✓ Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100
Wholesale	\$500				

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

- ☐ Retail Package Malt Beverages & Wine - \$300
- ☒ Wholesale License \$5,000.00
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☐ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License – Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

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

PART I

1. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

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

N/A

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: AUP ENTERPRISE LLC

Federal Tax ID:

Name, percent interest and legal address of principal stockholders and corporate officers or partners:

HARDIK PATEL (STOCKHOLDER)	1030 OVER LOOK DR, VILLA RICA GA 30180	50%
Full Name	Address	% Interest
UNNATI PATEL (STOCKHOLDER)	1030 OVER LOOK DR, VILLA RICA GA 30180	50%
Full Name	Address	% Interest
RAMESHCHANDRA PATEL (OFFICER)	1030 OVER LOOK DR, VILLA RICA GA 30180	0%
Full Name	Address	% Interest
Full Name	Address	% Interest

Describe the principal business of the corporation/partnership:

PACKAGE STORE

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

RAMESHCHANDRA PATEL.	1030 OVERLOOK DR, VILLA RICA GA 30180
Full Name	Address

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

3. Trade name of business for which application is made: **MIRROR LAKE WINE & SPIRITS**

4. Address of business for which application is made: **LOCATION MAP ATTACHED**

Phone Number: **Cell: 205 200 3078**

~~Business~~

~~Home~~

Mailing Address: **1030 OVERLOOK DR, VILLA RICA GA 30180**

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

Package Store License District: **DISTRICT 1**

*** PART II ***

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

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.
3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).
- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☒
 - (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☐ N/A
 - (c) In the case of a partnership, a copy of the partnership agreement. ☐ N/A
 - (d) In the case of a corporation, a copy of the articles of incorporation. ☒
 - (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐
> MAP OF THE LAND ATTACHED, SURVAY WILL BE DONE AT A LATER DATE.
5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No **> C2 ZONE**
6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☐ No
> HAVE NOT ASKED FOR AN APPROVAL YET, CONSTRUCTION PERMITS WILL BE APPLIED ON APPROVAL.
7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☒ No
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☐ Yes ☒ No **> HAVE NOT APPLIED YET, WILL BE APPLIED AT A LATER DATE.**
No pouring license application will receive final approval until the necessary permits are secured.

9. Do you comply with the requirements of Regulation 560-2-2-.38 below? ☒ Yes ☐ No

Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own, or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☐ Yes ☒ No > **WILL PROVIDE AT A LATER DATE.**

11. Does the following apply to the named licensee, any partner(s), the corporation, or any corporate officer?

(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?

☐ Yes ☒ No

(b) Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No

(c) Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No

(d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No

If the answer to any portion of question 11 is yes, describe in detail and give dates of occurrences:

N/A

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

If yes, describe in detail and give dates:

N/A

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

Include name, residence, business address, and number of years known.

Destiny Pearson (City Hall Employee): 315 Bradley Street, Carrollton GA 30117, 5 years.

Jason Cook (Beer & Spirits Vendor): 5000 Fulton Industrial Blvd, Atlanta GA 30336, 7 Years.

Ankita Patel (Chartered Accountant): 2771 Lawrenceville Hwy, Suit 109, Decatur, GA, 30033, 8 Years.

14. I understand that the submission of this application does not entitle me to the award of a distilled spirits license. > **YES**

15. Is the named licensee a citizen of the U.S.? ☒ Yes ☐ No

GUJARAT, INDIA

02/05/1960

Place of Birth

Date of Birth

****The City of Villa Rica reserves the right to delay, suspend, or cancel this process at any time for any reason if it is determined by the City that the integrity of the selection process is compromised in any way.****

**** PART III ***

VERIFICATION

State of Georgia, CARROLL County

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

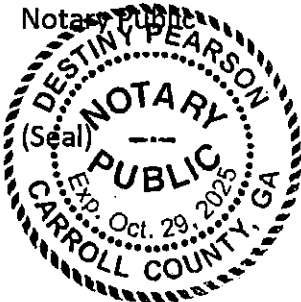
R. P. Patel (RAMESHCHANDRA PATEL)
Applicants Signature (FULL NAME IN INK)

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

This 14th day of June, 2022

Destiny Pearson My Commission Expires: 10.29.2025

Notary Public



STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

AUP ENTERPRISE LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/11/2020** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **09/14/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 9/11/2020 3:59:36 PM

BUSINESS INFORMATION

CONTROL NUMBER	20165586
BUSINESS NAME	AUP ENTERPRISE LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/11/2020

PRINCIPAL OFFICE ADDRESS

ADDRESS	1030 Overlook Drive, Villa Rica, GA, 30180, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Hardik Patel	1030 Overlook Drive, Villa Rica, GA, 30180, USA	Douglas

ORGANIZER(S)

NAME	TITLE	ADDRESS
Bryant T Conger	ORGANIZER	218 E Water Street, Bainbridge, GA, 39817, USA

OPTIONAL PROVISIONS

The company will be managed by its members, and its members are Hardik Patel (50%) and Unnatiben Patel (50%)

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Bryant T Conger
AUTHORIZER TITLE	Organizer

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/23/2022 11:46:35

BUSINESS INFORMATION

BUSINESS NAME : AUP ENTERPRISE LLC
CONTROL NUMBER : 20165586
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2022

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1030 Overlook Drive, Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Hardik Patel
REGISTERED OFFICE ADDRESS : 1030 Overlook Drive, Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Douglas

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 1030 Overlook Drive, Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Hardik Patel
REGISTERED OFFICE ADDRESS : 1030 Overlook Drive, Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Douglas

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : HARDIK PATEL
AUTHORIZER TITLE : Organizer

Douglas County, GA



Parcel No	01750250267	Bathrooms	
LL_DIST_SEC	0175025	Half Bathrooms	
Parcel	0267	Fireplace	
Owner	AUP ENTERPRISE, LLC	Total Living Area	
Property Address		Zoning Code	city
Legal Description	V/6.06 ACRES +/-, MIRROR LAKE BLVD & CONNERS	Split Zoning Code	
Acres	6.06	Future Land Use Code	city
Neighborhood	DC COMM-6070	Split Future Land Use	
Subdivision		Tax Year	2021
2021 Digest Class	A	Bill Number	8034606
2020 Fair Market Value	\$198,300	Back Taxes	\$0
2021 Fair Market Value	\$198,300	Owner as of Jan 1st	MR FINANCE, INC.
Land Assessment	\$198,300	Property Type	REAL
Conservation Assessment	\$0	Land Value	\$198,300
FMV Residential	\$0	Improvement Value	\$0
FMV Commercial	\$0	Total Value FMV	\$198,300
FMV Accessory	\$0	Exemptions	
Mailing Address		Tax District	City of Villa Rica
Mailing Address 2	1030 OVERLOOK DRIVE	Principal Tax Amount	\$3,082.61
Mailing Address 3		Current Year Bill Amount	\$0
Mailing Address City	VILLA RICA	Due Date	12/15/2021
Mailing Address State	GA	Status	P
Mailing Address Zip Code	30180	Paid Date	05/18/2022
Year Built		Payment Good Through	06/15/2022
Eff Year Built		Mortgage Company	
Bedrooms			



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 83 feet
6/8/2022

PUBLIC
SHOPPING
COMPLEX

Sprinkles Donuts & Coffee Com

WALKING PATH DISTANCE
TO SUNBROOK ACADEMY
EQUALS 1190 FEET

450 ft. TO FAMILY
DOLLAR ENTRANCE

FAMILY
DOLLAR

Bank

870 ft. TO SUNBROOK
ACADEMY PRESCHOOL

PROPOSED
6,500-SF
SUBJ. BLDG

300 ft. RADIUS
FROM ENTRANCE

718 ft. TO TANNER
URGENT CARE

TANNER
URGENT
CARE

The Birches at Villa Rica

Tanner Urgent Care/Villa Rica



Douglas County, GA



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 83 feet
6/8/2022



City of Villa Rica

Application for Original Alcoholic Beverage License Public Notice (Sign) Sworn Statement

I (we) AUP ENTERPRISE LLC

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

1030 OVERLOOK DR, VILLA RICA GA 30180

Street Address

Which complies with all requirements of Chapter 4, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Hardik Patel HARDIK PATEL

Applicant(s) Signature (FULL NAME IN INK)

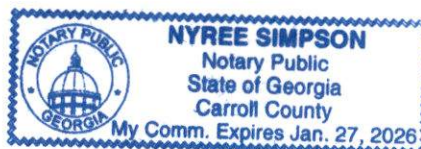
I hereby certify that Hardik Patel signed his or her
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 24th day of January, 2023.

Nyree Simpson

Notary Public



NOTICE

**Of Application for Alcohol Beverage
(Distilled Spirits Wholesale License – Package Store)**

**AUP Enterprise, LLC a Domestic Limited Liability Company
has filed an application with the City of Villa Rica
to offer retail sales of distilled spirits.**

The location address is currently identified as:

**Parcel No. 01750250267,
according to Douglas County, GA records.**

**A public hearing on the application will be held on
Tuesday, February 7, 2023 at 6:00 PM.**

**The location of the public hearing is:
Holt Bishop Justice Center, Municipal Court Room,
101 Main Street, Villa Rica, GA 30180**

**For additional information on this application,
contact Nyree Simpson (678) 840-1224,
Licensing Specialist with the Office of Community Development
for the City of Villa Rica, GA.**



Public Hearing Date

City Council: February 7, 2023

Request: Alcohol License Permit

Project Description: Distilled Spirits Retail License Permit

Applicant: AUP Enterprise LLC (Db) Mirror Lake Wine & Spirits
Licensee(s): Hardik Patel, Unnati Patel, and Rameshchandra Patel
1030 Overlook Drive
Villa Rica, GA 30180

Location: 0 Conners Road, Villa Rica, GA 30180 – Ward 1

Parcel Number(s): 01750250267

Current Zoning: PD

Current Land Use: Planned Development

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned CBD.

Sec. 4-70. Proximity Restrictions:

No premises shall be licensed under this chapter whose location is within the following distances:

- (1) *For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.***

Compliance: **Yes**

- (2) *For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.***

Compliance: **Yes**

- (3) *For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.***

Compliance: **Yes**

- (4) *For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.***

Compliance: **Yes**

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

In accordance to the City of Villa Rica Alcohol Beverage Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character and fitness for a license.

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by AUP Enterprise LLC (Db) Mirror Lake Wine & Spirits (Hardik Patel, Unnati Patel, and Rameshchandra Patel), Distilled Spirits Retail License Permit at 0 Conner Road, Villa Rica, GA 30180.

Public Response:

The applicant has posted a sign on the premises as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.

Nyree Simpson
Licensing Specialist

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

Rachael Raney, being duly sworn, says:

That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia, that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 21, 2023

Publication Fees: \$ 32.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Subscribed to and sworn to me this 21st day of January 2023.

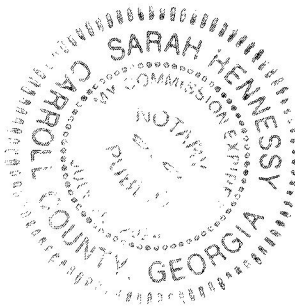
Notice of Application for Alcohol Beverage (Distilled Spirits Wholesale License – Package Store)

AUP Enterprise, LLC a Domestic Limited Liability Company has filed an application with the City of Villa Rica to offer retail sales of distilled spirits. The location address is currently identified as: Parcel No. 01750250267, according to Douglas County, GA records

A public hearing on the application will be held on Tuesday, February 7, 2023 at 6:00 PM. The location of the public hearing is: Holt Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, GA 30180

For additional information on this application, contact Nyree Simpson (678) 840-1224, Licensing Specialist with the Office of Community Development for the City of Villa Rica, GA.

1/21



00007279 70574233

HARDIK PATEL
CARROLLTON BEVERAGE
1228 N PARK ST
CARROLLTON, GA 30117



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VRLS Corporation (Db) VR Wine & Spirits

AGENDA DATE: February 7, 2023 (Tuesday), beginning at 6:00 PM EST

DATE PREPARED: January 27, 2023 (Friday)

PREPARED BY: Nyree Simpson, Licensing Specialist

PUBLIC HEARING: YES

PURPOSE: Application and public hearing for issuance of a Distilled Spirits Retail license permit to VRLS Corporation (Db) VR Wine & Spirits.

BACKGROUND: VRLS Corporation (a Domestic Profit Corporation), has applied for a Distilled Spirits Retail license permit. The proposed location site has not yet been constructed however, the site is identified as; 1607 W. U.S. Hwy 78. Carroll county tax records has assigned a parcel number of V02 0070480. **The location is situated within District 3 for the City of Villa Rica.**

VRLS Corporation list the following on the application as owner(s) Amitbhai Patel (100% shares). The owner / applicant has submitted themselves to the Villa Rica police department for an FBI criminal history background check and have met the qualifications of licensing as set for the in the alcohol ordinance.

Amitbhai Patel currently owns the business Easy Quick Stop operating under the corporate name of Bholenath Corporation in the city of Villa Rica, GA. Easy Quick Stop will continue to operate as a separate entity, with the classification of convenience store with gas pumps.

The proposed operating hours are as follows: Monday thru Saturday – 10:00 AM until 11:00 PM. Sunday's -12:30 PM until 10:00 PM.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request of issuance of a Distilled Spirits Retail license permit to the business of VRLS Corporation (Db) VR Wine & Spirits.



CITY OF VILLA RICA DISTILLED SPIRITS PACKAGE LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180** together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant - All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	Pouring Beer & Wine	\$100	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100
Wholesale	\$500				

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

- ☐ Retail Package Malt Beverages & Wine - \$300
- ☒ Wholesale License \$5,000.00
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☐ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License - Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

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

PART I

1. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

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

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: VRLS Corp

Federal Tax ID:

Name, percent interest and legal address of principal stockholders and corporate officers or partners:

Full Name	Address	% Interest
Amitbhai Patel	5050 Longridge Dr Villa Rica GA	100%

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Describe the principal business of the corporation/partnership:

Package Store

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

Full Name	Address
Amitbhai Patel	5050 Longridge Dr Villa Rica GA 30180

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

3. Trade name of business for which application is made: V R wine & spirits

4. Address of business for which application is made: ~~1107 Hwy 78~~ 1107 Hwy 78 Villa Rica GA 30180

Phone Number: 404-694-1637

Business

Home

Mailing Address: 1107 Hwy 78 W Villa Rica GA 30180

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

Package Store License District: 3

*** PART II ***

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

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

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

- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☐
- (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
- (c) In the case of a partnership, a copy of the partnership agreement. ☐
- (d) In the case of a corporation, a copy of the articles of incorporation. ☐
- (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☒

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☒ No

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☒ No

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☐ Yes ☒ No

No pouring license application will receive final approval until the necessary permits are secured.

9. Do you comply with the requirements of Regulation 560-2-2-.38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own, or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.
10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
11. Does the following apply to the named licensee, any partner(s), the corporation, or any corporate officer?
(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?
☐ Yes ☒ No
(b) Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
(c) Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
(d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No
If the answer to any portion of question 11 is yes, describe in detail and give dates of occurrences:

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

If yes, describe in detail and give dates:

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

Include name, residence, business address, and number of years known.

Nirav Shah -	1917 Bunyan Ln, Dunwoody, GA	770-630-9182	30 Years
Dr Prashant Amin -	1610 Purple Martin Trce Cummin GA	678-464-3687	12 Years
Hiran Takar -	3448 S Bay Dr Jonesboro, GA	678-371-1369	8 Years

14. I understand that the submission of this application does not entitle me to the award of a distilled spirits license.

15. Is the named licensee a citizen of the U.S.? ☒ Yes ☐ No

India

Place of Birth

08 / 12 / 1982

Date of Birth

****The City of Villa Rica reserves the right to delay, suspend, or cancel this process at any time for any reason if it is determined by the City that the integrity of the selection process is compromised in any way.****

**** PART III ***

VERIFICATION

State of Georgia, Carroll County

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

[Signature]

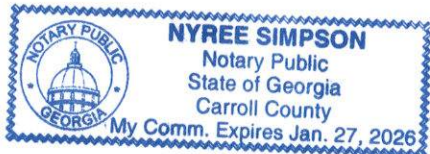
Applicants Signature (FULL NAME IN INK)

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

This 3rd day of June 2022

[Signature] My Commission Expires: January 27, 2026
Notary Public

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

VRLS Corporation
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/06/2022** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/13/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 4/6/2022 5:56:12 PM

BUSINESS INFORMATION

CONTROL NUMBER	22082821
BUSINESS NAME	VRLS Corporation
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	04/06/2022
SHARES	100

PRINCIPAL OFFICE ADDRESS

ADDRESS	620 Bar J Rd, Temple, GA, 30179, USA
---------	--------------------------------------

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Amitbhai Patel	620 Bar J Rd, Temple, GA, 30179, USA	Carroll

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Amitbhai Patel	INCORPORATOR	620 Bar J Rd, Temple, GA, 30179, USA
Chirag Patel	INCORPORATOR	5025 Cambridge Ln, Villa Rica, GA, 30180, USA
Trenton Seeley	INCORPORATOR	P O Box 1014, Villa Rica, GA, 30180, USA

OPTIONAL PROVISIONS

N/A

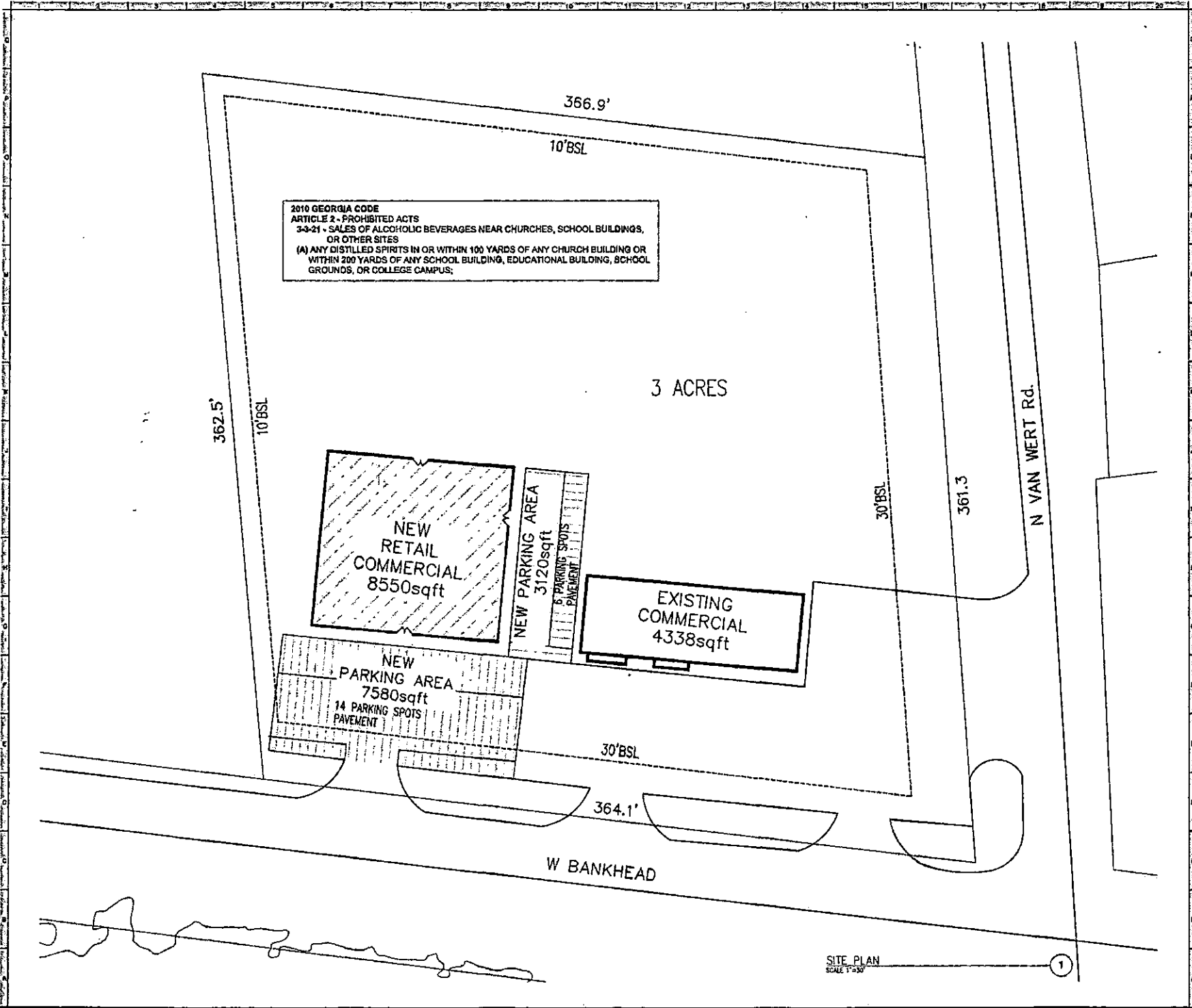
AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Amitbhai Patel
AUTHORIZER TITLE	Incorporator

Friday, April 15, 2022

1607 W 78 HWY 03-23-22.dwg

1607 W 78 HWY 03-23-22.dwg



BORG CONSTRUCTION SERVICES, INC. D.B.A. BCS, LLC
"SERVICE DISABLED VETERAN OWNED SMALL BUSINESS"

2625 PIEDMONT RD,
SUITE 55-433
ATLANTA, GA 30324
Telephone: 404-887-2720

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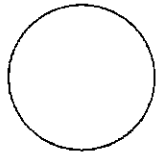
DRAW BY:
BUTRACO ENGINEERING INC. /
ADRIAN BUTRACO, P.E. (404) 850 1113
BUTRACO ENGINEERING INC. (404) 850 1113

DATE: 02-02-2022
PROJECT: 160722
REV: DATE

REVISION: DATE

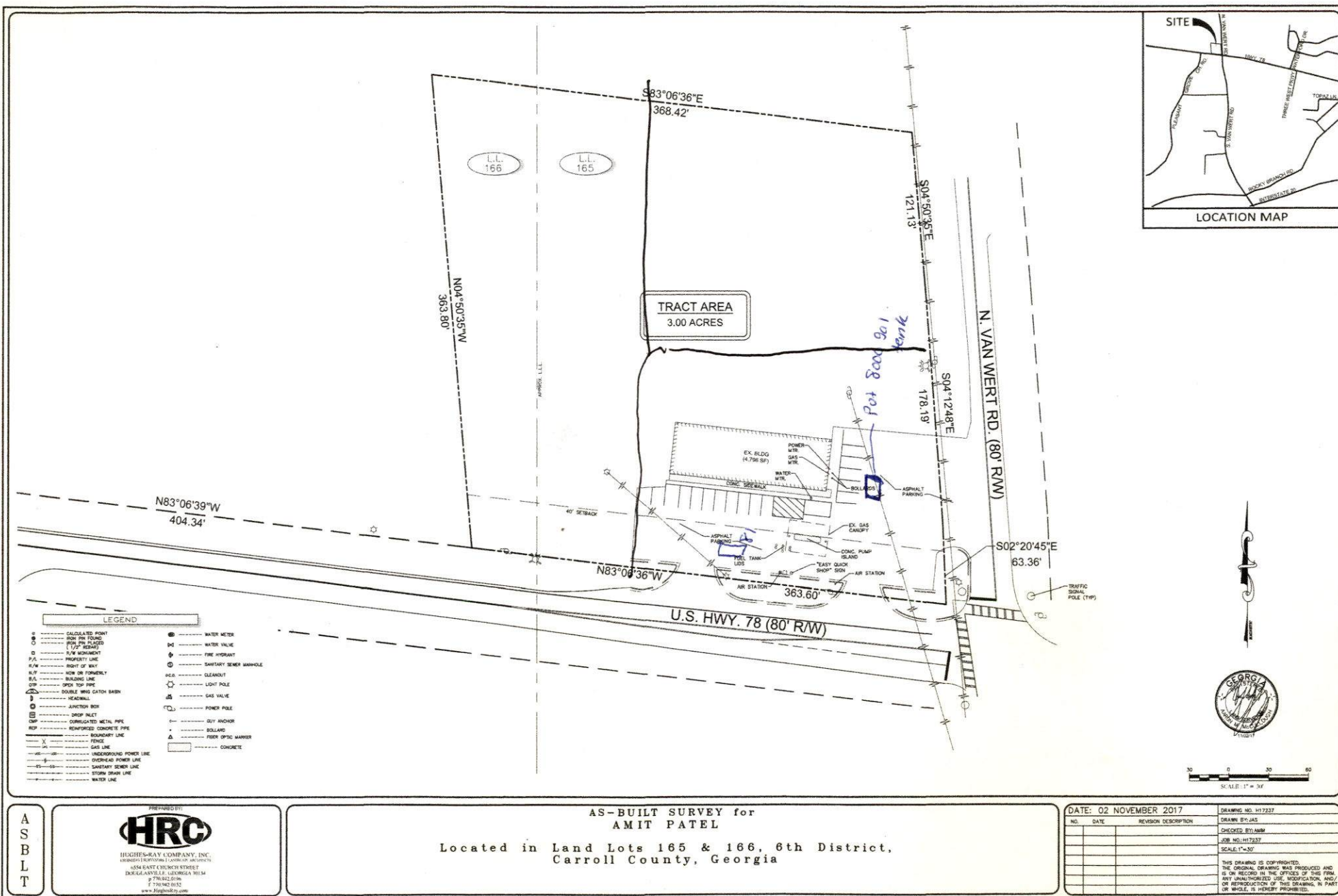
PRELIMINARY PLANS

NOTED: THESE PLANS ARE PRELIMINARY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



NEW
BUILDING
SITE
PLAN

SHEET:
A1
DRAWN BY: AB
REVIEW BY: mss



AS
BL
T



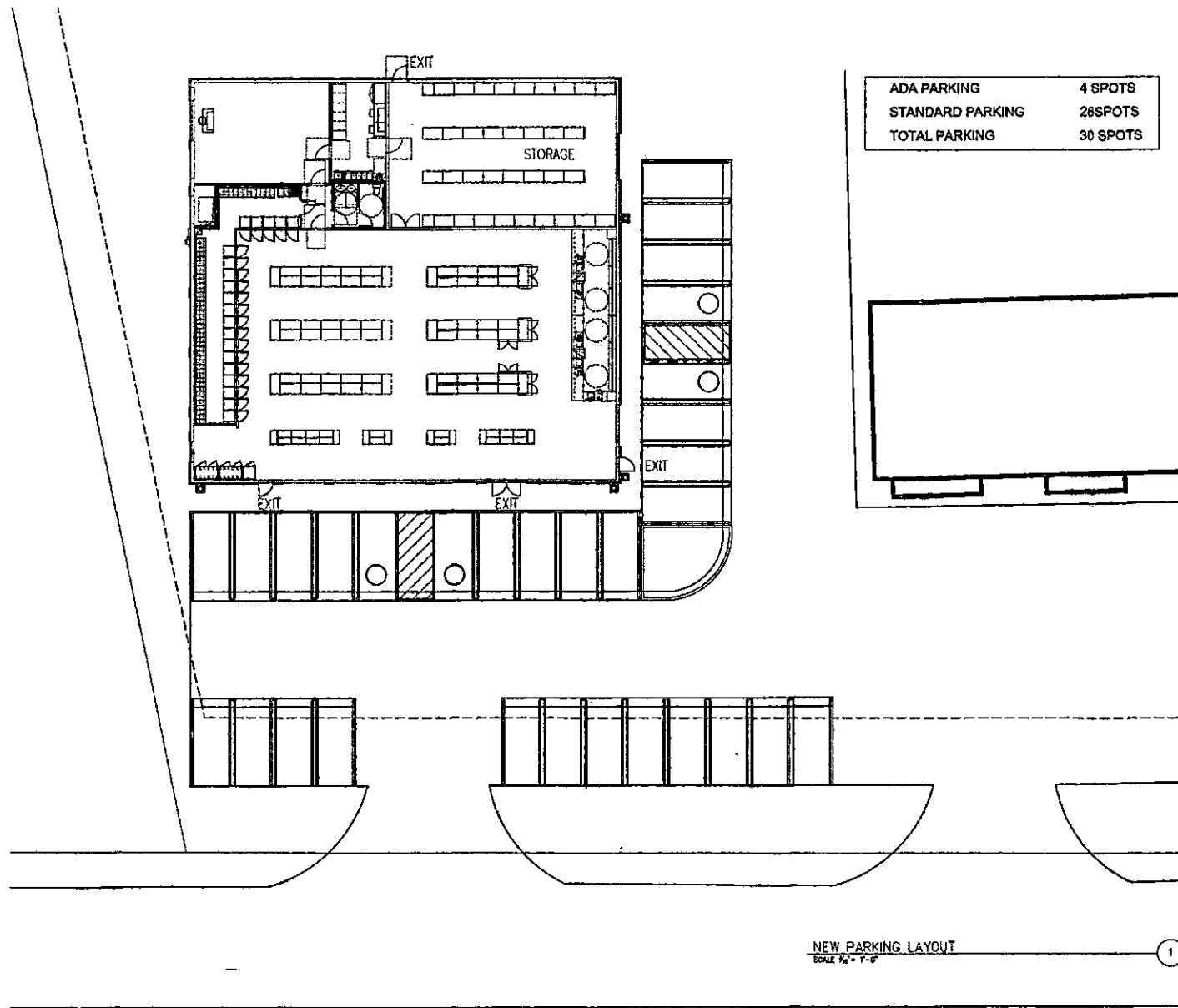
AS-BUILT SURVEY for
AMIT PATEL
Located in Land Lots 165 & 166, 6th District,
Carroll County, Georgia

DATE: 02 NOVEMBER 2017			DRAWING NO. H17237	
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: JAS	
			CHECKED BY: AMM	
			JOB NO. H17237	
			SCALE: 1"=30'	
THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.				

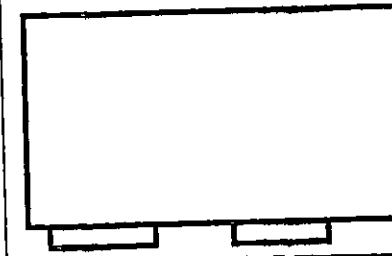
Friday, April 15, 2022

1607 W 78 HWY 03-23-22.dwg

Red 2/28/19



ADA PARKING	4 SPOTS
STANDARD PARKING	26 SPOTS
TOTAL PARKING	30 SPOTS



NEW PARKING LAYOUT
SCALE 1/4" = 1'-0"

1



BORG CONSTRUCTION SERVICES, INC. D.B.A. BCS, LLC

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LOGANVILLE, GA 30052

DRAWN BY:
BLAIRACCO BOUTURE WOODS /
CLARENCE BOUTURE WOODS
ADRIAN BOUTURE WOODS (478) 865 1113
BOUTURE WOODS / BLAIRACCO BOUTURE WOODS

DATE: 02-02-2022
PROJECT: 160722

REVISION DATE

PRELIMINARY PLANS

BEFORE ANY CONSTRUCTION IS BEGUN, THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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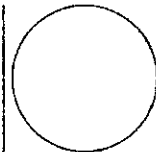
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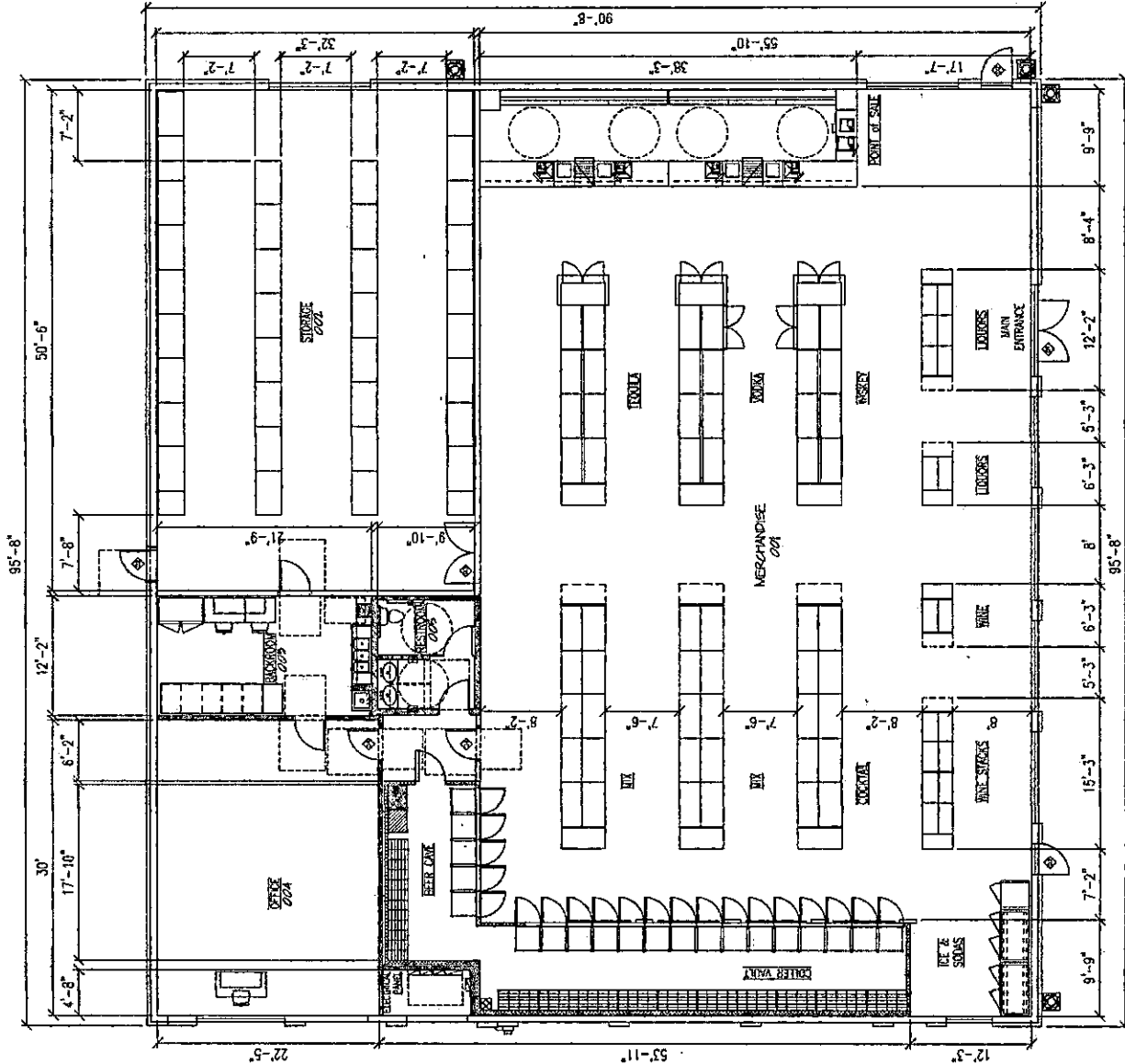


A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER, AGENT, OPERATOR, PERSON IN CHARGE OR PROPRIETOR AT EACH ENTRY INTO THE BUILDING IN POSITION CLEARLY VISIBLE UPON ENTRY INTO THE BUILDING IN ACCORDANCE WITH GEORGIA SMOKE FREE ACT OF 2005. ACCEPTABLE SIGNS SHALL DISPLAY EITHER "NO SMOKING" OR THE INTERNATIONAL "NO SMOKING" SYMBOL (CONSISTING OF A PICTORIAL REPRESENTATION OF A BURNING CIGARETTE ENCLOSED IN A RED CIRCLE WITH A RED BAR ACROSS IT)

FINISHES SCHEDULE:				
NO.	SPACE	FLOORING	WALLS	CEILING
01	RECEPTION	LARGE TILE	PAINTED	PAINTED
02	STORAGE	PAINTED	PAINTED	PAINTED
03	OFFICE	PAINTED	PAINTED	PAINTED
04	RESTROOM	PAINTED	PAINTED	PAINTED

DOORS SCHEDULE:				
NO.	TYPE	WIDTH	HEIGHT	DETAILS
01	INTERIOR	3'-0"	6'-8"	DOUBLE GLASS DOOR
02	INTERIOR	3'-0"	6'-8"	DOUBLE GLASS DOOR
03	INTERIOR	3'-0"	6'-8"	DOUBLE GLASS DOOR
04	INTERIOR	3'-0"	6'-8"	DOUBLE GLASS DOOR
05	INTERIOR	3'-0"	6'-8"	DOUBLE GLASS DOOR

OCCUPANTS CALCULATIONS				
SPACE	SQ. FT.	PEOPLE	PEOPLE	PEOPLE
STORAGE	4900	sqft/300	16	PEOPLE
BACKROOM	1710	sqft/300	6	PEOPLE
OFFICE	288	sqft/200	2	PEOPLE
RESTROOM	710	sqft/100	8	PEOPLE
TOTAL	136	sqft/100	0	PEOPLE

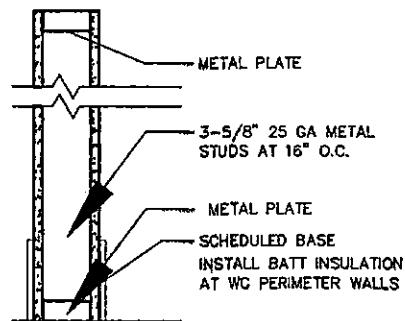
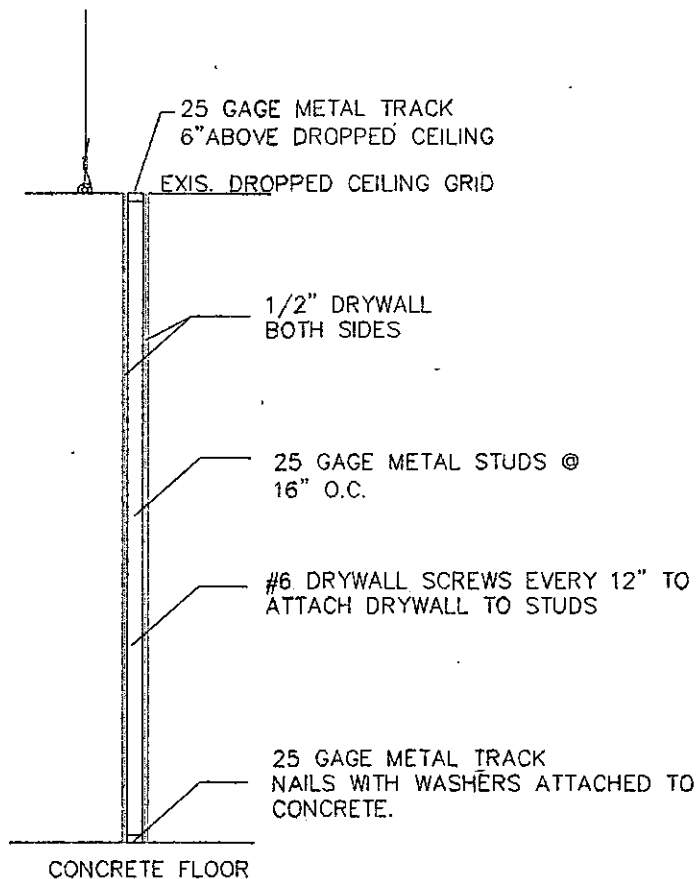


PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

Friday, April 15, 2022

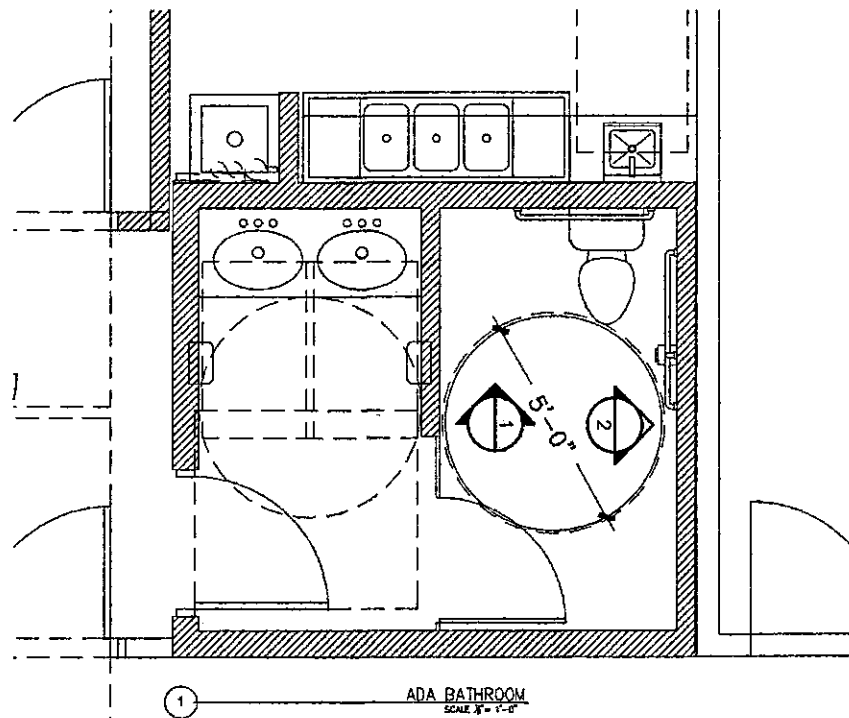
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04/22/2019

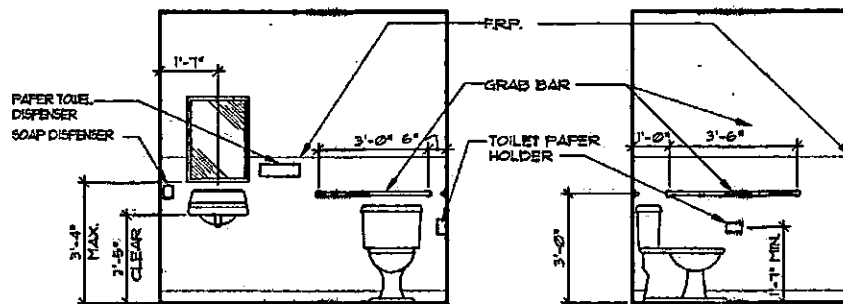


TYPICAL INT. PARTITION

NTS



SIGNAGE SHALL BE PROVIDED AND INSTALLED PER THE GEORGIA ACCESSIBILITY CODE 120-3-20A;
CHAP. 7; SECT 703.3 THRU 703.9; 2010 ED



BORG
CONSTRUCTION SERVICES

BORG CONSTRUCTION SERVICES,
INC. D.B.A. BCS, LLC

"SERVICE DISABLED VETERAN
OWNED SMALL BUSINESS"

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ATLANTA, GA 30324
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LOGANVILLE, GA 30052

DRAWN BY:
BUTRICK SCHULZKE HUNTER /
ALUMINUM/STAINLESS/STEEL
AGENCY BUILDINGS INC. (470) 865 1119
HATCHING / POLYLINE/STAINLESS/STEEL

DATE: 02-02-2022
PROJECT: 160722

REVISION DATE

PRELIMINARY PLANS

REVISIONS AND REVISIONS TO BE MADE BY THE ARCHITECT AND THE ENGINEER. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION.

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ADA
RESTROOM

SHEET:
A3

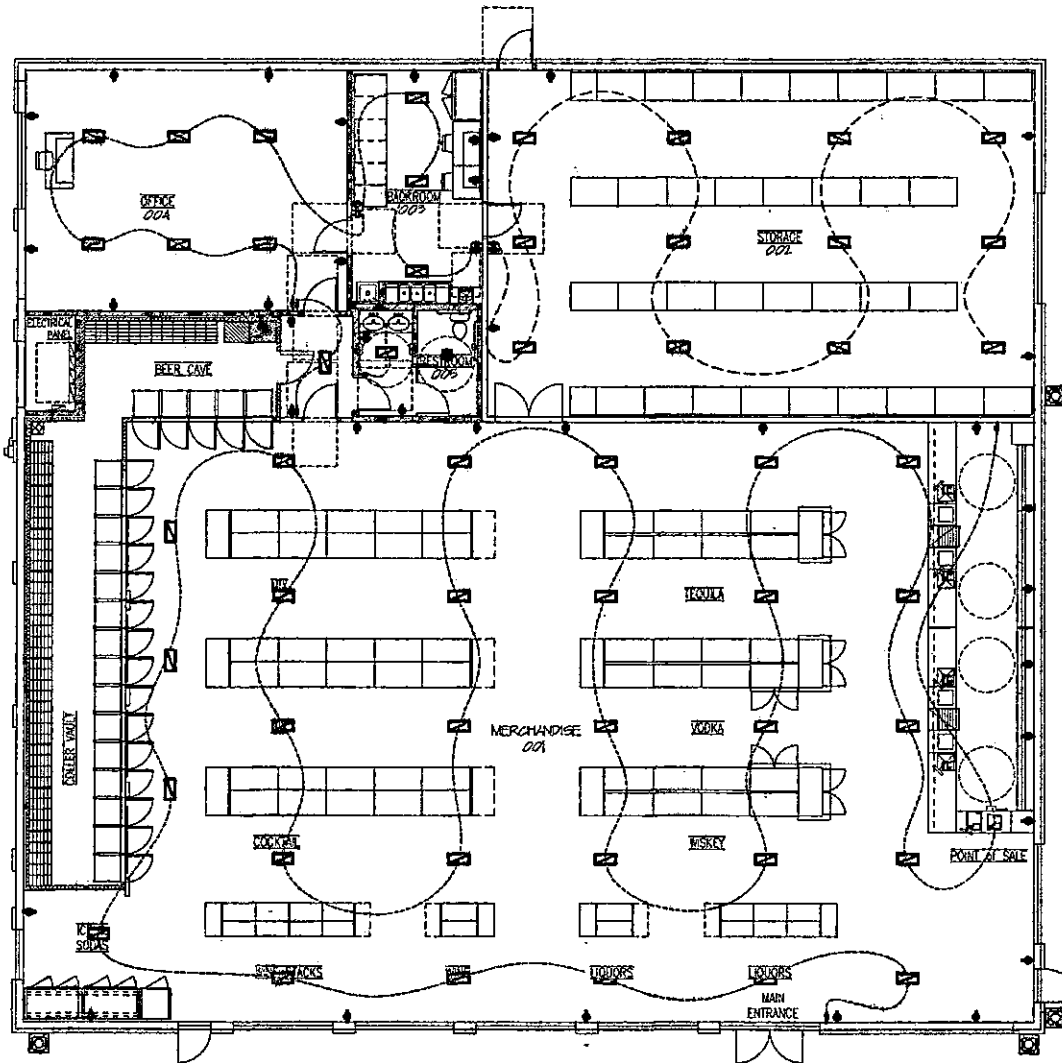
DRAWN BY: AB

REVIEW BY: ***

Friday, April 15, 2022

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164778115



SAFETY AND ADA CODE REQUIREMENTS:

1. SIGNAGE FOR RESTROOM SHALL BE RAISED AND BRILLE CHARACTERS AND PICTORIAL SYMBOL SIGNAGE SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. WHERE THERE IS NO WALL SPACE TO THE LATCH SIDE OF THE DOOR, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL. MOUNTING HEIGHT SHALL BE 60 INCHES ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN. (203-310-14.1(2)(B) BEYOND ACCESSIBILITY CODE.
2. ROUTE DESIGNATION SHALL BE ON ALL EXTERIOR DOORS. MINIMUM SIZE OF 4"
3. ALL FIRE BARRIERS SHALL BE IDENTIFIED BY SIGNS OR STENCILING PERMANENTLY INSTALLED ABOVE ANY REGRADING CEILING AND/OR IN CONCEALED SPACES. THE LETTERING SHALL BE 1" IN HEIGHT AND SPACED EVERY 1'-0". (TITLE 26 STATE FIRE MARSHAL'S RULES AND REGULATIONS CHAPTER 26-2-5

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK EXECUTED SHALL COMPLY WITH NATIONAL ELECTRIC CODE (NEC) LATEST EDITION ACCEPTED BY ALC.
2. EXISTING LIGHTS TO REMAIN
3. E.C. TO VERIFY ALL ELECTRICAL OULETS, ROUGH-INS AND LOCATIONS WITH OWNER/VENDOR OR GC.

ELECTRICAL SYMBOL KEY

	LIGHT FIXTURES
	FLUORESCENT FIXTURE (LENGTH FT./TUBE)
	MISC. FIXTURES
	BATHROOM FAN
	DUPLEX OUTLET
	GROUND PROTECTED ELEC. OUTLET
	ELECTRICAL WIRE
	ELECTRICAL SWITCH
	ELECTRICAL PANEL

ELECTRICAL CONTRACTOR SHALL HAVE EMERGENCY EXIT/LIGHTING SIGNS CONNECTED TO NON DEDICATED CIRCUIT AND HAVE IT WITH INTEGRAL-BATTERY BACKUP.

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ATLANTA, GA 30324
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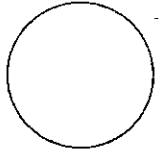
DRAWN BY:
BUTRICK SIGNATURE MODELS /
ADRIAN SUTRICKS, INC. (P) 800 515 1115
INSTAGRAM: @BUTRICKSIGNATUREMODELS

DATE: 02-02-2022
PROJECT: 160722

REVISION: DATE

PRELIMINARY PLANS

NOTES:
1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) LATEST EDITION.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ATLANTA ELECTRICAL CODE.
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE STATE OF GEORGIA ELECTRICAL CODE.
4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL ELECTRICAL CODE.
5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ELECTRIC CODE (IEC).
6. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
7. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ELECTRIC CODE (IEC).
8. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
9. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ELECTRIC CODE (IEC).
10. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).



PROPOSED
ELECTRICAL
PLAN

SHEET:

E1

DRAWN BY: AB
REVIEW BY: AB

Friday, April 15, 2022

1607 W 78 HWY 03-23-22.dwg

Ref: 172819



BORG CONSTRUCTION SERVICES, INC. D.B.A. BCS, LLC

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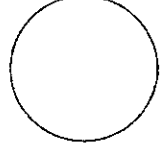
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BLAIR/ADAM SCHWARTZ/BOB /
ADAM SCHWARTZ/BOB /
ADAM SCHWARTZ/BOB /
ADAM SCHWARTZ/BOB /

DATE: 02-02-2022
PROJECT: 160722

REVISION DATE

PRELIMINARY PLANS

NOTES:
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.
2. ALL MATERIALS SHALL BE NEW, CLEAN AND WITHOUT DEFECTS. ANY DEFECTIVE MATERIAL SHALL BE REMOVED FROM THE JOB SITE.
3. ALL PLUMBING WORK SHALL BE DONE UNDER SUPERVISION OF AND BY LICENSED AND QUALIFIED PLUMBERS PER ALL LOCAL, STATE AND NATIONAL CODES AND TO THE COMPLETE SATISFACTION OF THE LOCAL PLUMBING INSPECTOR.
4. ALL PLUMBING PIPING SHALL BE CONCEALED WITHIN THE BUILDING STRUCTURE AND ABOVE DROP CEILINGS.
5. COLD WATER PIPING IN UNCONDITIONED SPACES AND ALL HOT WATER PIPING SHALL BE INSULATED WITH 1/2" THICK PRE-FORMED FOAM PIPE INSULATION, IMCOLOCK OR EQUAL. INSULATE FITTINGS WITH MITERED SECTIONS.
6. SEE GENERAL CONTRACTOR FOR ELECTRICAL WATER HEATER SPECIFICATIONS.
7. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING WATER SUPPLY AND WASTE BUILDING CONNECTIONS.

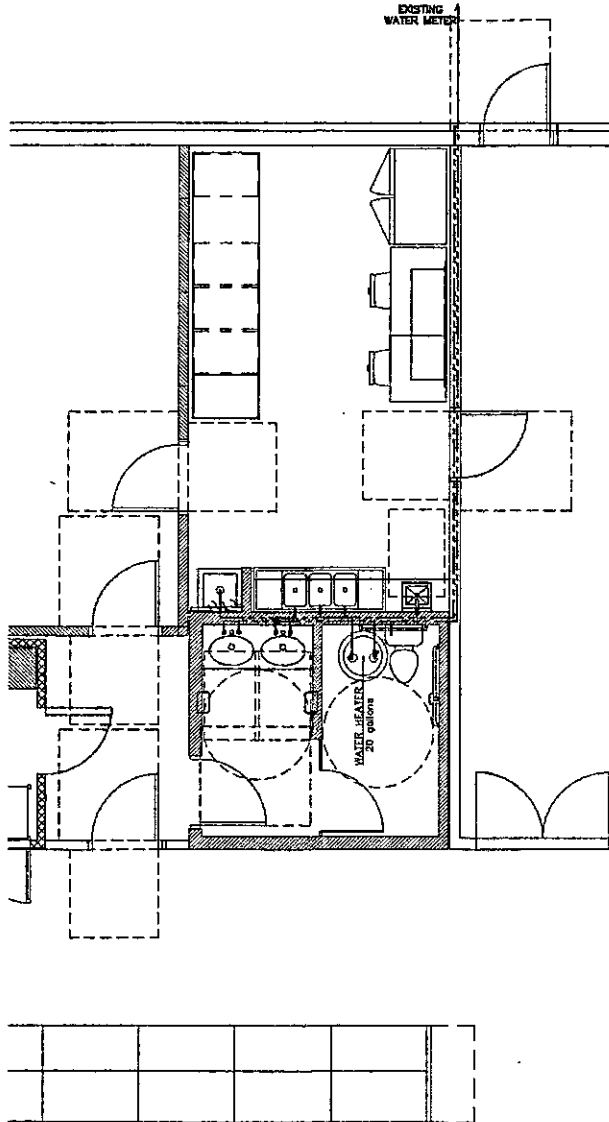


SUPPLY PLUMBING LAYOUT

SHEET:
P1
DRAWN BY: AB
REVIEW BY: AB

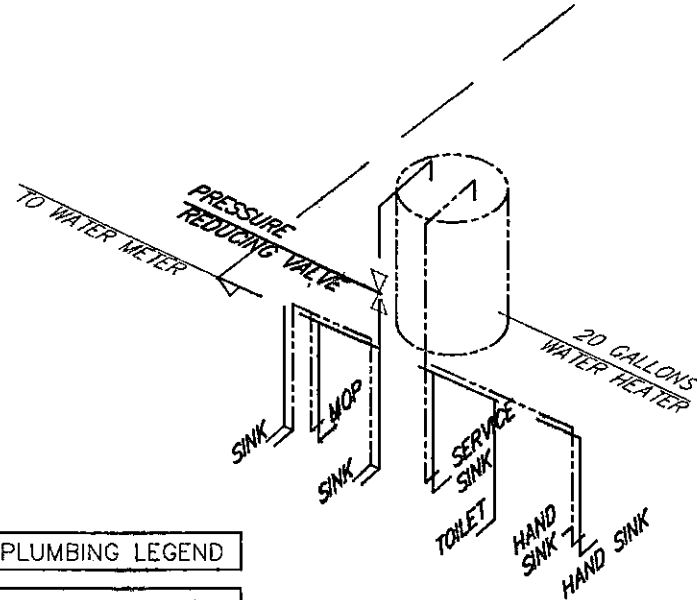
PLUMBING REPAIR NOTES

1. FURNISH ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED FOR A COMPLETE PLUMBING SYSTEM IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL CODES.
2. FURNISH AND INSTALL ALL SYSTEMS OF SOIL, WASTE AND VENT PIPING, HOT AND COLD WATER PIPING, AND DRAINAGE PIPING INCLUDING ALL FITTINGS, VALVES, ETC AS REQUIRED.
3. ALL PLUMBING WORK SHALL BE DONE UNDER SUPERVISION OF AND BY LICENSED AND QUALIFIED PLUMBERS PER ALL LOCAL, STATE AND NATIONAL CODES AND TO THE COMPLETE SATISFACTION OF THE LOCAL PLUMBING INSPECTOR.
4. ALL MATERIAL SHALL BE NEW, CLEAN AND WITHOUT DEFECTS. ANY DEFECTIVE MATERIAL SHALL BE REMOVED FROM THE JOB SITE.
5. ALL PLUMBING PIPING SHALL BE CONCEALED WITHIN THE BUILDING STRUCTURE AND ABOVE DROP CEILINGS.
6. COLD WATER PIPING IN UNCONDITIONED SPACES AND ALL HOT WATER PIPING SHALL BE INSULATED WITH 1/2" THICK PRE-FORMED FOAM PIPE INSULATION, IMCOLOCK OR EQUAL. INSULATE FITTINGS WITH MITERED SECTIONS.
7. SEE GENERAL CONTRACTOR FOR ELECTRICAL WATER HEATER SPECIFICATIONS.
8. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING WATER SUPPLY AND WASTE BUILDING CONNECTIONS.



1 SUPPLY PLUMBING LAYOUT
SCALE 1/4" = 1'-0"

SUPPLY PLUMBING LEGEND	
	CPVC COLD WATER PIPING
	CPVC HOT WATER PIPING
	JOIN

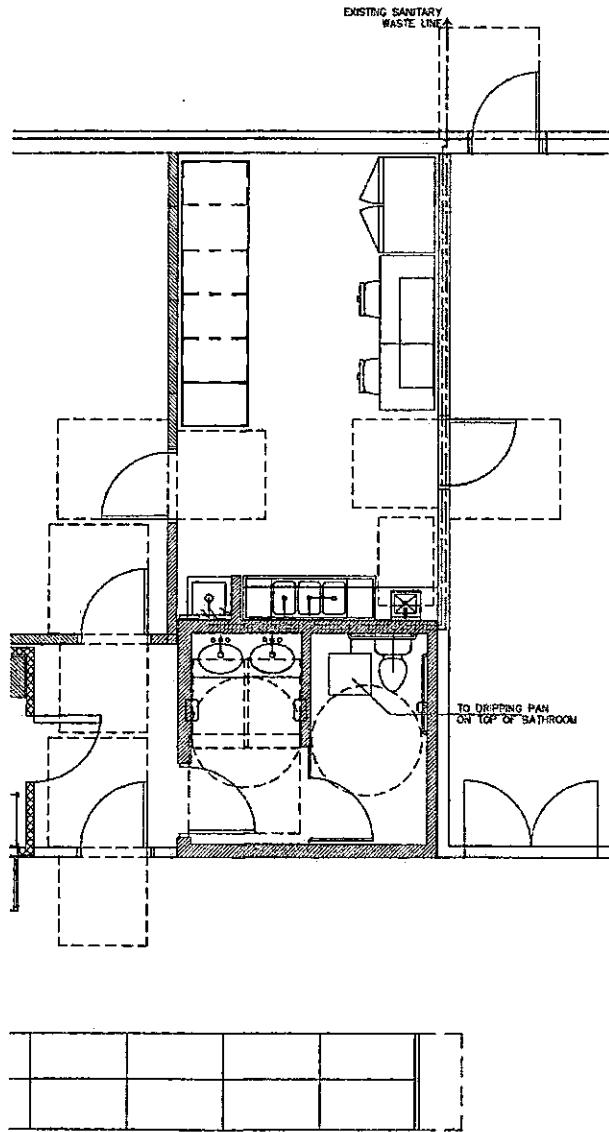


2 SUPPLY PLUMBING DIAGRAM

Friday, April 15, 2022

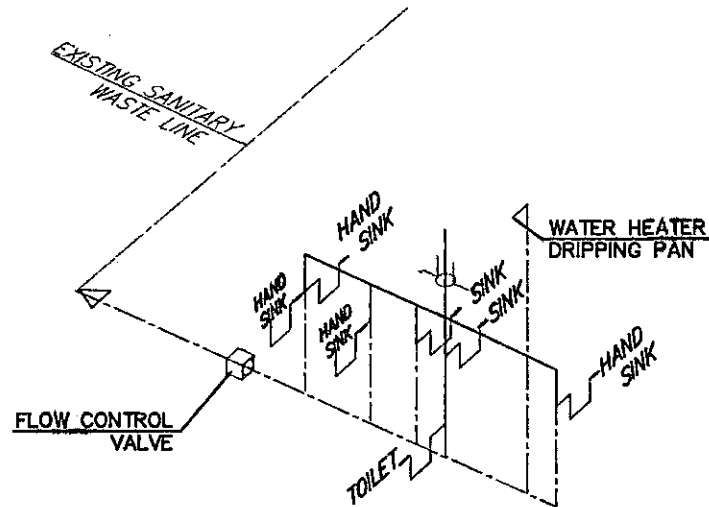
1607 W 78 HWY 03-23-22.dwg

6427319



① WASTE PLUMBING LAYOUT
SCALE 1/8" = 1'-0"

WASTE PLUMBING LEGEND	
—————	WASTE PIPING
○	VENT PIPING
—————	VENT PIPING
FD	FLOOR DRAIN



② WASTE PLUMBING DIAGRAM



BORG CONSTRUCTION SERVICES, INC. D.B.A. BCS, LLC
"SERVICE DISABLED VETERAN OWNED SMALL BUSINESS"

2625 PIEDMONT RD.
SUITE 56-433
ATLANTA, GA 30324
Telephone: 404-887-2720

go5bcsallgo.com

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PROJECT

1607
WEST
78 HWY

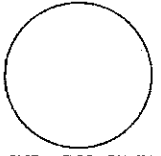
3232
KRISAM CREEK DR.
LOGANVILLE, GA 30052

DRAW BY:
BUTRACD SIGAUME ROSES /
ADRIAN BOUTRACD TEL: (478) 800 1113
P.O. BOX 1000 / FULTON, GA 30204

DATE: 02-02-2022
PROJECT: 160722
Ref:
REVISION: DATE

PRELIMINARY PLANS

NOTED: THIS DRAWING IS INTENDED TO BE USED FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.



WASTE
PLUMBING
LAYOUT

SHEET:

P2

DRAWN BY: AB
REVIEW BY:
000

Friday, April 15, 2022

1607 W 78 HWY 03-23-22.dwg

Rev 2/2019



BORG CONSTRUCTION SERVICES, INC. D.B.A. BCS, LLC

"SERVICE DISABLED VETERAN OWNED SMALL BUSINESS"

2625 PIEDMONT RD,
SUITE 56-433
ATLANTA, GA 30324
Telephone: 404-887-2720

gs500csllcga.com

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1607
WEST
78 HWY

3232
KRISAM CREEK DR,
LOGANVILLE, GA 30052

DRAWN BY:
BRYAN WILKINS /
ADAM WILKINS /
ADAM WILKINS /
ADAM WILKINS /

DATE: 02-02-2022

PROJECT: 160722

REVISION: DATE

REVISION: DATE

REVISION: DATE

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LIFE SAFETY LEGEND

2 HOUR RATED WALL

2 HOUR RATED WALL

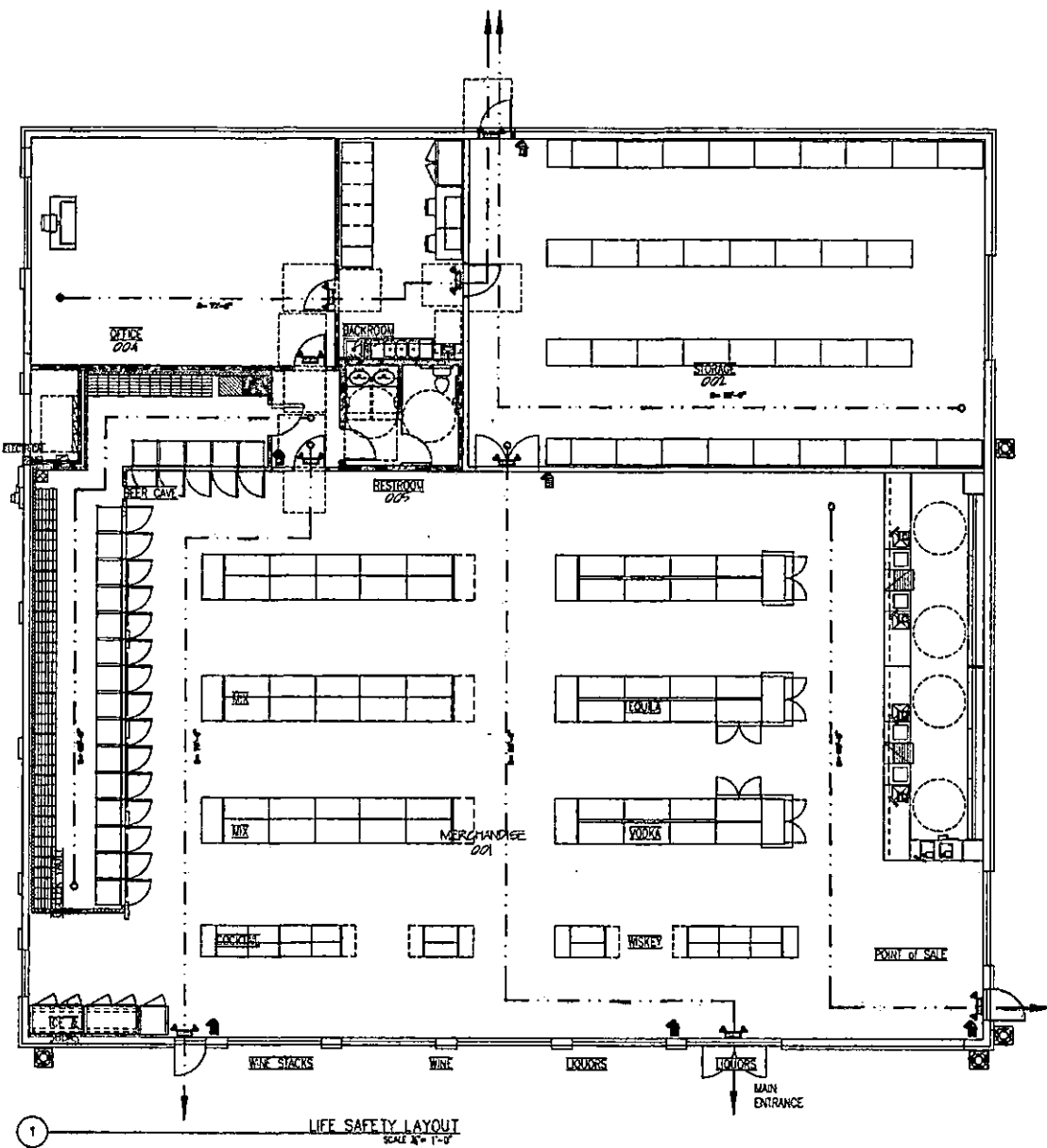
GREATEST MINIMUM EGRESS TRAVEL DISTANCE

PATH TO EXIT ENCLOSURE

WIDTH OF TRAVEL PATH

OCCUPANCY LOAD: 15 PEOPLE

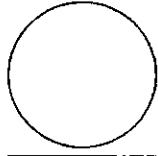
EXISTING SPRINKLER SYSTEM IS INSTALLED ON THIS BUILDING AND MEETS THE FIRE PROTECTION AND LIFE SAFETY CRITERIA AND NFPA 13 2013 EDITION.



A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER, AGENT, OPERATOR, PERSON IN CHARGE OR PROPRIETOR AT EACH ENTRANCE OR IN A POSITION CLEARLY VISIBLE UPON ENTRY INTO THE BUILDING IN ACCORDANCE WITH GEORGIA SMOKE FREE ACT OF 2005. ACCEPTABLE SIGNS SHALL DISPLAY EITHER "NO SMOKING" OR THE INTERNATIONAL "NO SMOKING" SYMBOL (CONSISTING OF A PICTORIAL REPRESENTATION OF A BURNING CIGARETTE ENCLOSE IN A RED CIRCLE WITH A RED BAR ACROSS IT)

PRELIMINARY PLANS

REVISION: DATE



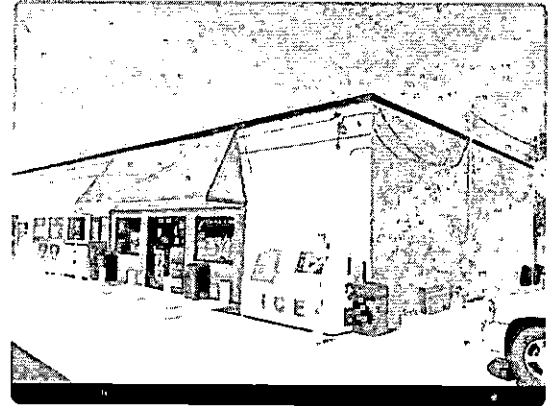
LIFE SAFETY LAYOUT

SHEET: 1

DRAWN BY: AB
REVIEW BY: AB

Summary

Parcel Number V02 0070480
Location Address 1607 W 78 HWY
Legal Description COMM BLDG/3AC(TR 2) HWY 78 W CTY147
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.887
Acres 3
Homestead Exemption No (S0)
Landlot/District 166 / 06
Water Public
Sewer Septic Tank
Electric Electricity
Gas Pipe Gas
Topography Rolling
Drainage Good
Road Class State
Parcel Road Access Paved



[View Map](#)

Owner

PATEL MEENABEN M
1607 HWY 78 W
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Pleasant Grove Rd Area	Acres	130,680	0	0	3	0

Commercial Improvement Information

Description Convenience Stores-Avg
Value \$189,353
Actual Year Built 1975
Effective Year Built 1995
Square Feet 2400
Wall Height 14
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish
Lighting Standard F.F.
Heating
Number of Buildings 1

Description Office-Avg
Value \$192,394
Actual Year Built 1975
Effective Year Built 1995
Square Feet 2400
Wall Height 14
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish
Lighting
Heating
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	2000	0x0 / 17500	0	\$14,175
Paving: Concrete	2000	0x0 / 1500	0	\$1,620
Comm: Canopy - Gas	2000	30x22 / 0	0	\$11,138

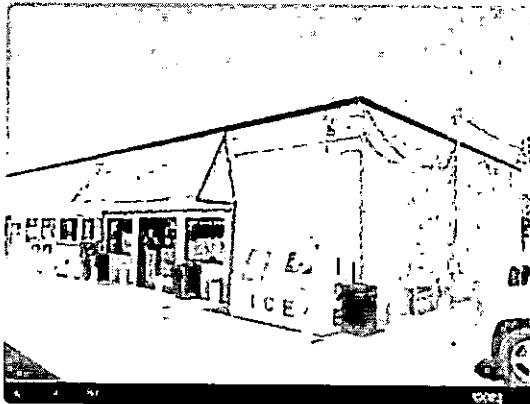
Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/2/2006	3730 262	85 221	\$500,000	Fair Market Sale	LEATHERS MARY ANN SMITH	PATEL MEENABEN M
11/12/2004		85 222	\$0	Plat Book	LEATHERS MARY A SMITH TRUSTEE	LEATHERS MARY ANN SMITH
12/10/2001	1701 048		\$0	Estate Sale	LEATHES ST EST	LEATHERS MARY A SMITH TRUSTEE
12/10/2001			\$0	Legal	LEATHERS MARY A SMITH TRUSTEE	LEATHERS MARY A SMITH
3/24/1998	1113 257		\$0	Gift/Love& Affection	LEATHERS ST	LEATHERS MARY A & JA
10/11/1949	117 458		\$0	Not Fair Market		LEATHERS ST

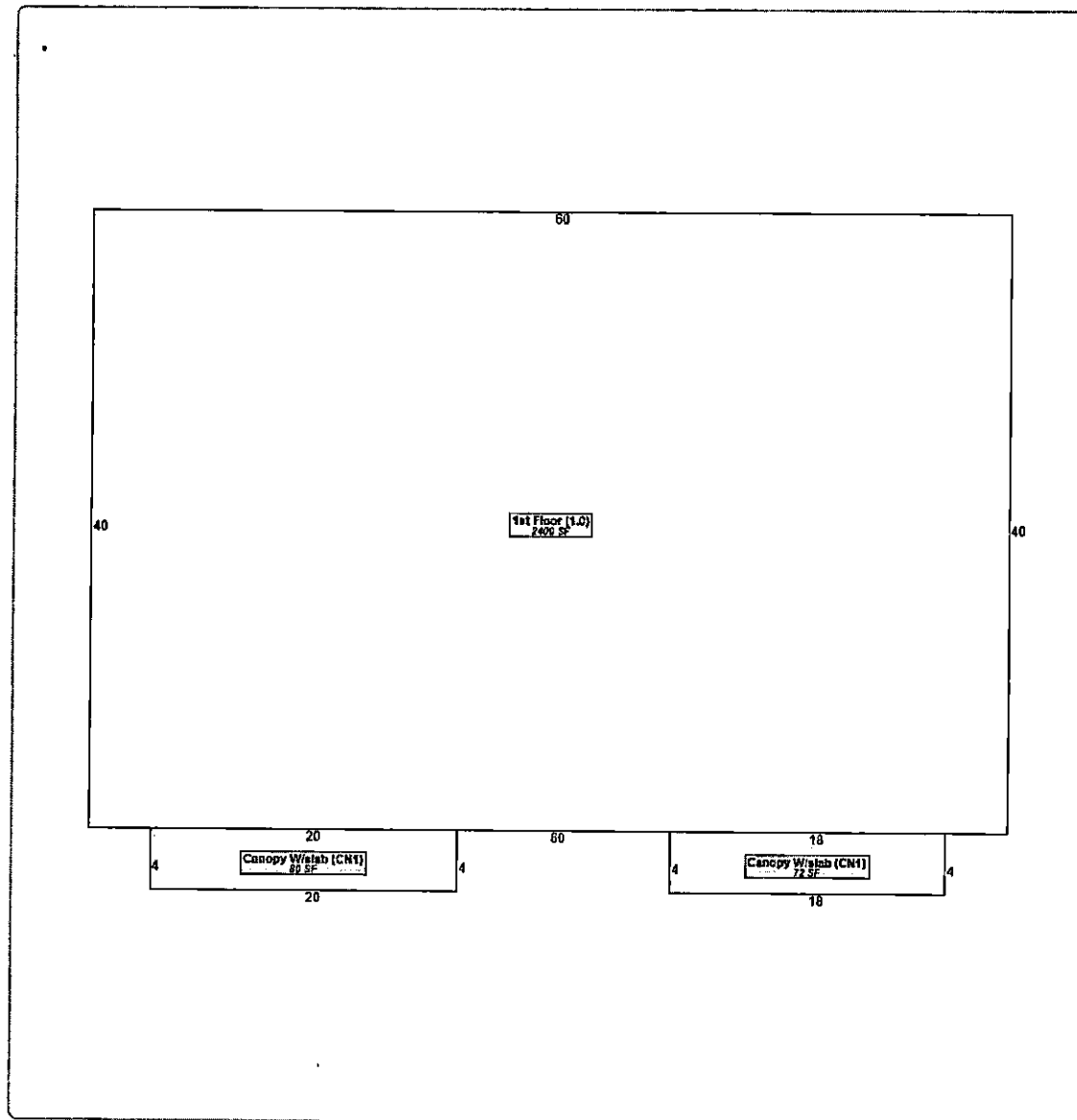
Valuation

	2022	2021	2020	2019	2018	2017
Previous Value	\$534,010	\$502,608	\$502,608	\$427,252	\$398,997	\$535,740
Land Value	\$142,500	\$142,500	\$142,500	\$142,500	\$142,500	\$142,500
+ Improvement Value	\$381,747	\$364,577	\$339,360	\$339,360	\$261,610	\$247,797
+ Accessory Value	\$26,933	\$26,933	\$20,748	\$20,748	\$23,142	\$8,700
= Current Value	\$551,180	\$534,010	\$502,608	\$502,608	\$427,252	\$398,997

Photos



Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits.

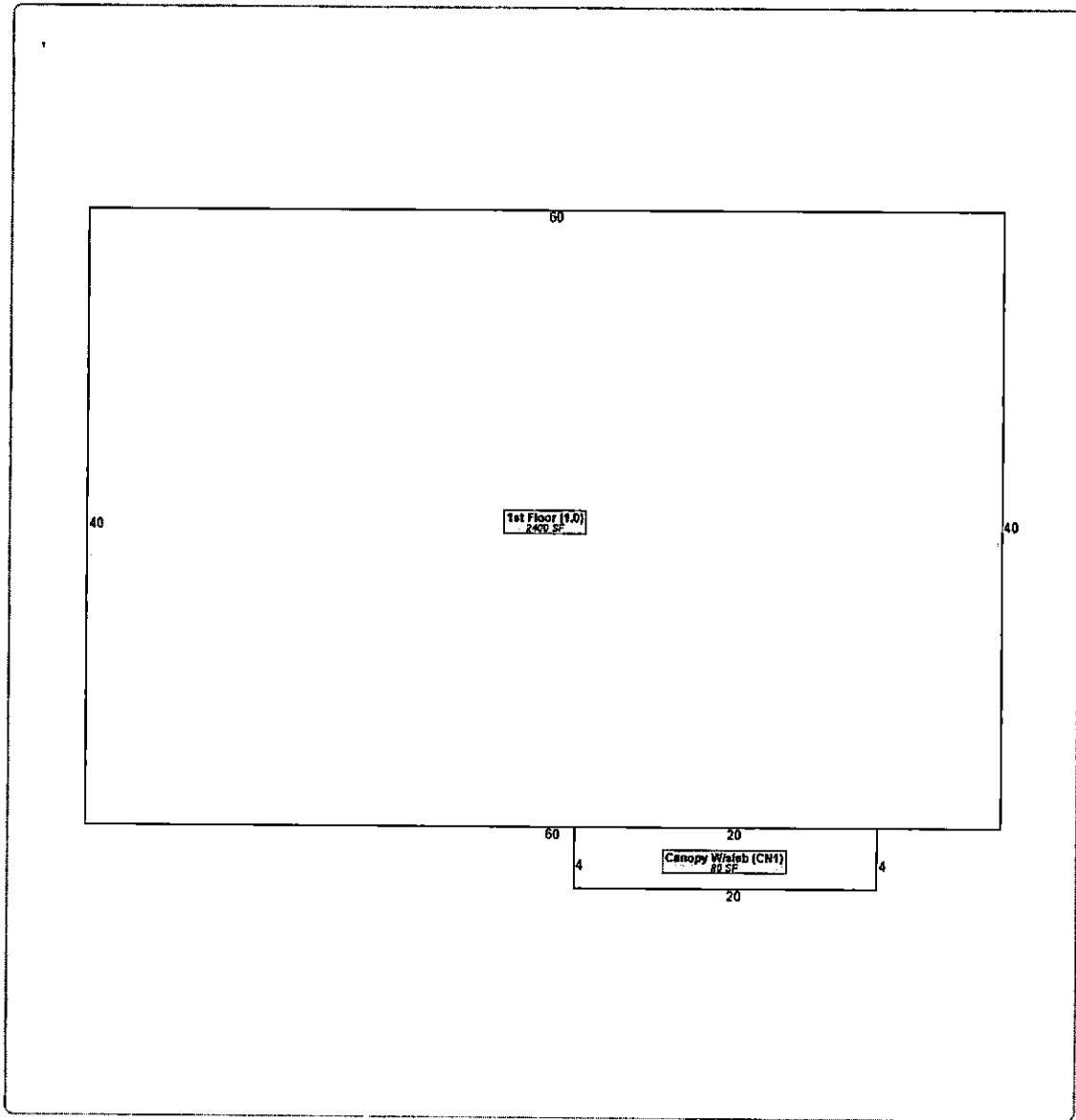
The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.

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Last Data Upload: 6/16/2022, 6:25:33 PM

Developed by
 Schneider
 GEOSPATIAL

Version 2.3.200



CIVIL SOLUTIONS

ENGINEERING AND LAND SURVEYING

P.O. Box 156
Bremen, Georgia 30110
(770) 537-4087

July 6, 2022

Mr. Meenaben M. "Amit" Patel

RE: Survey for Alcohol Privilege License
1607 West U.S. Hwy 78
Villa Rica, Georgia 30180

Mr. Patel:

At your request, my firm has conducted measurements that are required by the City of Villa Rica for the issuance of an alcohol privilege license for the planned retail/commercial establishment located at 1607 West U.S. Hwy 78, Villa Rica, Georgia. For the purposes of this survey, all measurements were initiated at the front door of the proposed structure fronting U.S. Hwy 78. From this point, measurements were made along U.S. Hwy 78, North Van Wert Road, South Van Wert Road and Pleasant Grove Church Road using the most direct path method for public walking pathways as prescribed in Section 4-70(c) – Proximity Restrictions of the Code of Ordinances for the City of Villa Rica, Georgia.

The following table summarizes our measurements to points of interest in the immediate vicinity of the proposed structure.

NAME	ADDRESS	PROXIMITY
Villa Rica First Baptist Church, Inc.	1483 West U.S. Hwy 78 Villa Rica, Georgia 30180	1,531.60 Ft.
Highview Church, Inc.	1100 South Van Wert Road Villa Rica, Georgia 30180	2,754.70 Ft.
Pleasant Grove Baptist Church	1003 Pleasant Grove Church Road Villa Rica, Georgia 30180	2,851.29 Ft.

Example Measurement for Villa Rica First Baptist Church, Inc:

Begin Front Door of Proposed Structure; 83 feet south to R/W of U.S. Hwy 78; 309.30 feet east along R/W of U.S. Hwy 78 to the western R/W of North Van Wert Road; 60 feet east across North Van Wert Road to eastern R/W of North Van Wert Road; north 369.50 feet along eastern R/W of North Van Wert Road to paved entrance to Villa Rica First Baptist Church; 709.80 feet east and south along paved driveway to front door of Villa Rica First Baptist Church. Total distance traveled = 1,531.60 feet.

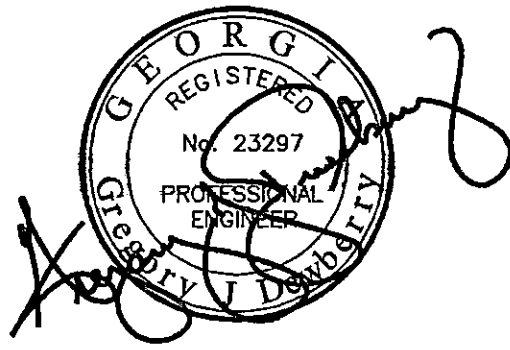
Based on the field measurements conducted in these directions, my firm has determined that no church front door entrances, school buildings, school grounds, alcohol treatment centers, or college campus grounds lie within 1,500 feet of the proposed establishment. Furthermore, my firm has also determined that no single-family residences lie within 200 feet of the proposed retail/commercial structure.

Therefore, based on this information, I certify that the proximity measurements related to the alcohol privilege license application for the proposed establishment located at 1607 West U.S. Hwy 78, Villa Rica, Georgia meet or exceed the current City of Villa Rica alcohol privilege license requirements.

Should you have any further questions, please do not hesitate to contact me.

Respectfully,

Gregory J. Dewberry, PE, LS



NORTH
ARROW

2010 GEORGIA CODE
ARTICLE 2 - PROMOTED ACTS
8-8-21 - SALES OF ALCOHOLIC BEVERAGES NEAR CHURCHES, SCHOOL BUILDINGS,
OR OTHER SITES
(A) ANY DISTILLED SPIRITS IN OR WITHIN 100 YARDS OF ANY CHURCH BUILDING OR
WITHIN 200 YARDS OF ANY SCHOOL BUILDING, EDUCATIONAL BUILDING, SCHOOL
GROUNDS, OR COLLEGE CAMPUS;

TRACT THREE
1.00 ACRE

TRACT TWO
1.00 ACRE

3 ACRES

TRACT ONE
1.00 ACRE

NEW
RETAIL
COMMERCIAL
8550sqft

NEW PARKING AREA
3120sqft
6 PARKING SPOTS
PAVEMENT

EXISTING
COMMERCIAL
4338sqft

NEW
PARKING AREA
7580sqft
14 PARKING SPOTS
PAVEMENT

30'BSL

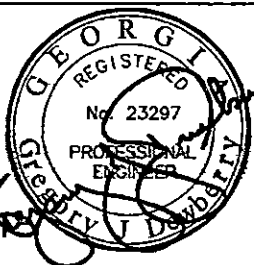
364.1'

W BANKHEAD

361.3

N VAN WERT Rd.

SITE PLAN
DATE: 7/6/22



CONCEPTUAL LAYOUT FOR
MEENABEN M. "AMIT" PATEL
New Retail/Commercial Building
1607 W U.S. Hwy 78

City of Villa Rica
Carroll County, Georgia

CIVIL SOLUTIONS

ENGINEERING AND LAND SURVEYING

Issue Date 07/06/22

Last Revised 07/06/22

Drawn	Apprvd	Scale
GJD	GJD	NTS
Project No.		Sheet No.
2022155		1 of 1

GJD

GJD

NTS

Project No.

Sheet No.

2022155

1 of 1

Commercial Lease

This Lease is made on Jun 1, 2022, between Meenaben Patel,
Landlord, of 620 Bar-J Rd, City of
Tempe, State of Georgia, and
Amitbhai Patel, Tenant, of 5050 Longridge Dr,
City of Villa Rica, State of Georgia.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property: 1607 Hwy 78 W Villa Rica, GA 30180 Suit D

2. The rental payments will be \$ \$10,000.00 per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning on Jul 1, 2022. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due.

3. The term of this Lease will be from Jul 1, 2022, until Jul 1, 2032. If Tenant is in full compliance with all of the terms of this Lease at the expiration of this term, Tenant shall have the option to renew this Lease for an additional term of 20 Years, with all terms and conditions of this Lease remaining the same, except that the rent shall be \$ \$15,000.00. If the Tenant remains as tenant after the expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from either the Tenant or the Landlord, and that the rent shall be \$ \$20,000.00 Per month

4. The Tenant has paid the Landlord a security deposit of \$ \$1,000.00. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest.

5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ \$1,000.00. This rent deposit will be held as security for the payment of rent by the Tenant. This rent payment deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest.

6. The Tenant agrees to use the property only for the purpose of carrying on the following lawful business:

7. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating the Tenant's business and that such equipment and fixtures shall remain the property of the Tenant:

8. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Tenant shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.

9. The Tenant agrees to obtain and pay for all necessary utilities for the property.

10. The Tenant agrees not to sub-let the property or assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing 14 days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with 30 days notice and in accordance with state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.

12. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from any liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering all Tenant's business operations in the amount of \$ \$ 3,000,000.00 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel the policies without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.

13. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.

14. This Lease may only be terminated by _____ days written notice from either party, except in the event of a violation of any terms or default of any payments or responsibilities due under this Lease, which are governed by the terms in Paragraph 11 of this Lease.

15. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by Landlord in connection with such action, including any reasonable attorney's fees.

16. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department".

17. The following are additional terms of this Lease:

18. The parties agree that this Lease, including the following attachments:

is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Georgia.

Meena Patel
Signature of Landlord

AS
Signature of Tenant

Meenaben Patel
Name of Landlord

Amitbhai Patel
Name of Tenant



City of Villa Rica

Application for Original Alcoholic Beverage License Public Notice (Sign) Sworn Statement

I (we) Amitbhai ~~Patel~~ Mahendrabhai Patel

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

1607 HWY 78 W Villa Rica, GA 30180

Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

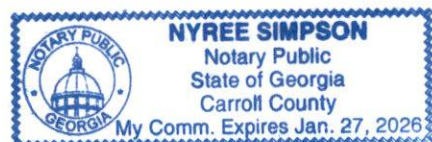
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Amitbhai Mahendrabhai Patel signed his or her
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 25th day of January, 20 23

Notary Public



**Notice of Application for Alcohol Beverage
(Distilled Spirits Wholesale License-Package Store)**

VRLS Corporation, a Domestic Profit Corporation has filed an application with the City of Villa Rica to offer retail sales of distilled spirits. The location address is currently identified as: Parcel No. V02-0070480, Land Lot 106, District 6 according to Carroll County, GA records.

A public hearing on the application will be held on **Tuesday, February 7, 2023 at 6:00 PM**. The location of the public hearing is: Holt Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, GA 30180.

For additional information on this application, contact the Nyree Simpson, Licensing Specialist with the Office of Community Development for the City of Villa Rica, GA.

AFFP

Notice of Application for Alc

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

Notice of Application
for Alcohol Beverage
(Distilled Spirits Wholesale
License – Package Store)

Melissa Wilson, being duly sworn, says:

That she is Ad Director of the Times-Georgian, a newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 13, 2023

VRLS Corporation, a Domestic Profit Corporation has filed an application with the City of Villa Rica to offer retail sales of distilled spirits. The location address is currently identified as: Parcel No. V02-0070480, Land Lot 166, District 6 according to Carroll County, GA records.

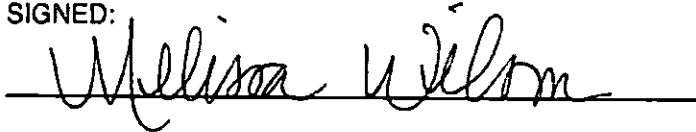
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For additional information on this application, contact the Nyree Simpson, Licensing Specialist with the Office of Community Development for the City of Villa Rica, GA 1/13

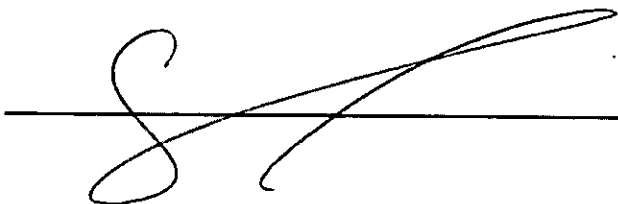
Publication Fees: \$ 32.00

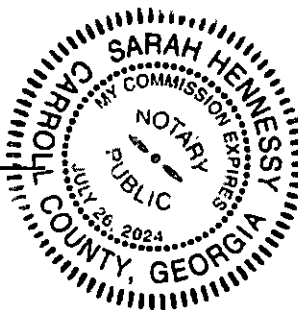
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 13th day of January 2023.





70085268 70567832

AMIT PATEL
1607 HWY 78 W
VILLA RICA, GA 30180



Public Hearing Date

City Council: February 7, 2023

Request: Alcohol License Permit

Project Description: Distilled Spirits Retail License Permit

Applicant: VRLS Corporation (Db) VR Wine & Spirits
Licensee(s): Amitbhai Patel
5050 Longridge Drive
Villa Rica, GA 30180

Location: 1607 W. U.S. Hwy 78 Villa Rica, GA – Ward 2

Parcel Number(s): V02 0070480

Current Zoning: C1

Current Land Use: Commercial

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned CBD.

Sec. 4-70. Proximity Restrictions:

No premises shall be licensed under this chapter whose location is within the following distances:

- (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.*

Compliance: **Yes**

- (2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.*

Compliance: **Yes**

- (3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.*

Compliance: **Yes**

- (4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.*

Compliance: **Yes**

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

In accordance to the City of Villa Rica Alcohol Beverage Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character and fitness for a license.

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by VRLS Corporation (Dba) VR Wine & Spirits (Amitbhai Patel), Distilled Spirits Retail License Permit at 1607 W. U.S. Hwy 78, Villa Rica, GA 30180.

Public Response:

The applicant has posted a sign on the premises as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.

Nyree Simpson
Licensing Specialist

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-06-22 – 1739 Carrollton-Villa Rica Highway– Rezoning from AG to SFA

CITY COUNCIL AGENDA DATE: February 7, 2023

DATE: January 26, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administration

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Highlands Residential, LLC seeks a rezoning from Single-Family Agricultural (AG) to Single-Family Attached (SFA) in order to advance the construction of a 55+ senior development with 342 units within 114 three-unit buildings on 67.14 acres.

BACKGROUND: The applicant is proposing to construct 342 units on the 67.14-acre site for an “age exclusive lifestyle community”. The developer is proposing two gated entrances/exits (on HWY 61 and S. Van Wert Road) and at least two amenities are provided on the site plan. The development is located at a Community Crossroads as referenced in the Comprehensive Plan and therefore recommends higher density within the Suburban Village character area. The site was previously zoned as Rural Development (RD) under the UDC until 2020 when the citywide rezoning changed the property’s designation to AG. The units will range in size from 1,000 SF to 1,400 SF and the project is proposing a density of 5.9 du/acre.

STAFF RECOMMENDATION: Staff recommends DENIAL

Reasons:

1. The city may not have the ability to service a development of this density with adequate utility usage.

PLANNING COMMISSION RECOMMENDATION: DENIAL (5-0)

MOTION:

I move to deny the rezoning request from Highlands Residential, LLC for a rezoning from AG to SFA as presented by staff.



RECEIVED
10-28-22
@ 11:58

APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☒ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. 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: 10/28/2022

APPLICANT

Applicant Name: Highlands Residential, LLC

Address: 3200 Windy Hill Road, Suite 755 City: Atlanta State: GA Zip: 30339

Phone: (404) 432 - 8353 Fax: () - Email: dloeffel@highlandsresidential.com

Agent Name: Hunter Holliday

Address: 3200 Windy Hill Road, Suite 755 City: Atlanta State: GA Zip: 30339

Phone: (404) 694 - 1861 Fax: () - Email: hholliday@highlandsresidential.com

Owner Name (If different from applicant): Green Tree Group, LLC

Address: 1558 Stripling Chapel Road City: Carrollton State: GA Zip: 30116

Phone: (770) 862 - 0025 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.)

REZONING REQUEST

Existing Zoning: Agricultural Residential (AG) Requested Zoning: Single-Family Attached Residential (SFA)

Property Address: 1739 Carrollton Villa Rica Highway Nearest Intersection: SR 61 and South Van Wert Road

Present Use of Property: Agricultural Purposes

Proposed Use: Senior Living Cottages

Size of Tract: 67.14 Acres Land Lot Numbers: 68 Districts: 06

Gross Density: 5.09 units per acre Net Density: 5.09 units per acre

Property Tax Parcel Number: V07 0140007

(For Office Use Only)

Total Amount Paid \$ - Cash - Check # - Received by: -

Application checked by: - Date: - Map Number(s): -

Planning Commission: Approved ☐ Denied ☐ Date: - Conditions: No ☐ Yes ☐ How many: -

City Council Decision: Approved ☐ Denied ☐ Date: - Conditions: No ☐ Yes ☐ How many: -

Manager's Signature: - Date: -



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Hunter Holliday, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

WHH

Signature of Applicant

10/28/2022

Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

- ☐ 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 development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 28th day of October, 2022.

Highlands Residential, LLC
Applicant's Name – Printed

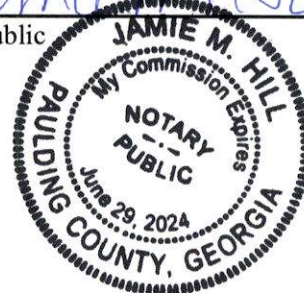
W/H/H/I
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 28th day of October, 2022

Jamie M. Hill
Notary Public



1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

156479

BK PG
4148 218

Prepared by:
Lee Campbell
1558 Stripling Chapel Road
Carrollton, GA 30116-6903
770-834-2651

PT-61 022-200 7.006946
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 0
DATE 10-31-07
Harold H. Hines
CLERK OF SUPERIOR COURT

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT

07 OCT 31 PM 4:34

Harold H. Hines
CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

② Return to:
G. Gregory Shadrix, Esq.
G. GREGORY SHADRIX, P.C.
414 College Street
Carrollton, GA 30117
770-830-0809

NTC

GENERAL WARRANTY DEED

GEORGIA, CARROLL COUNTY:

THIS INDENTURE, Made this 22nd day of October, in the year Two Thousand Seven (2007) between LEE CAMPBELL of the County of Carroll and State of Georgia and SHIRLEY S. CAMPBELL of the County of Chester and State of Pennsylvania as parties of the first part, herein called Grantors and GREEN TREE GROUP, LLC as party of the second part, herein called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and include the masculine, feminine, or neuter gender where the context requires or permits).

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

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 68 and 93 of the 6th District of Carroll County, Georgia containing 67.14 acres of land, and being more particularly delineated and described on that certain plat of survey entitled, "Annexation Survey for H.L. Campbell Estate and City of Villa Rica", said plat prepared by Ross A Lynn of Keck and Wood, Inc., Georgia Registered Land Surveyor No. 2316, said plat being Job No. 982067, Drawing No. 3-98-067 dated July 24, 1998, and recorded in Plat Book 92, Page 158, Carroll County, Georgia, Public Real Estate Records, which plat and the record therein contained are by reference incorporated herein, together with all improvements located thereon.

LC
LC
SSC
SSC

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

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

IN WITNES WHEREOF, the Grantors have signed, sealed and delivered this general warranty deed, the date and year above written.

Signed, sealed, and delivered
in the presence of:

Candace Brantley
Witness

Lee Campbell
Lee Campbell

Mindy Craig
Notary Public
My commission Expires:



Candace Brantley
Witness

Shirley S. Campbell
Shirley S. Campbell

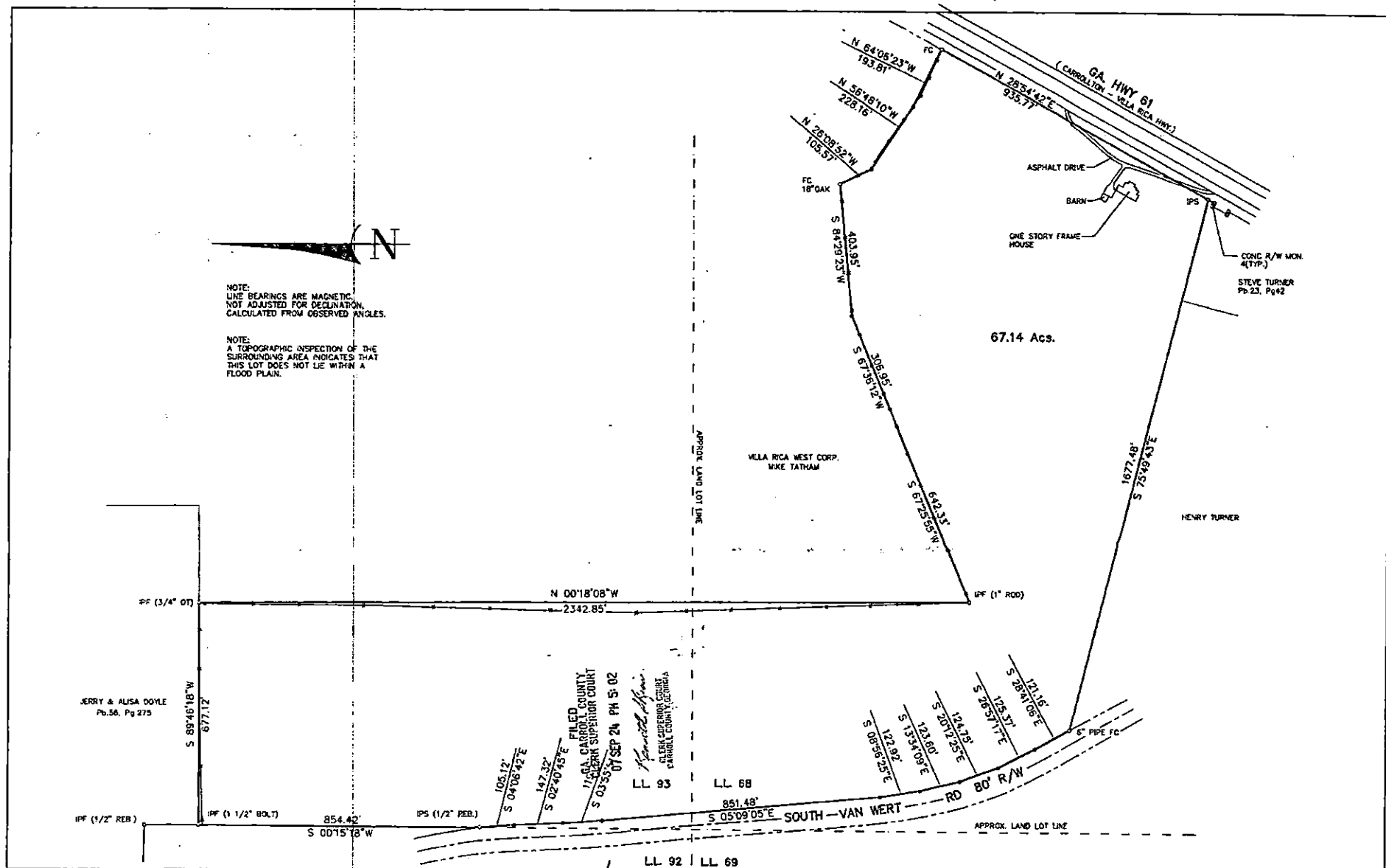
Mindy Craig
Notary Public
My Commission Expires:



NOV 01 2007
RECORDED _____ KENNETH SKINNER, CLERK

NOTE:
LINE BEARINGS ARE MAGNETIC,
NOT ADJUSTED FOR DECLINATION.
CALCULATED FROM OBSERVED ANGLES.

NOTE:
A TOPOGRAPHIC INSPECTION OF THE
SURROUNDING AREA INDICATES THAT
THIS LOT DOES NOT LIE WITHIN
FLOOD PLAIN.



LEGEND	
TP	Telephone pole
PP	Power Pole
FC	Fence Corner
WM	Water Meter
GM	Gas Meter
SS	Sanitary Sewer
MH	Manhole
BL	Building Line
SD	Storm Drain
CM	Concrete Monument
BM	Benchmark
TBM	Temporary BM
IPS	Iron Pin Set
IPF	Iron Pin Found
EOP	Edge Of Pavement
BOC	Back Of Curb
SSE	Sanitary Sewer Easement
SDE	Storm Drain Easement
SBMH	San. Bell Manhole
SSMH	San. Sewer Manhole
LLC	Land Lot Corner
LLL	Land Lot Line
ELEV	Elevation
C	Centerline
P	Property Line
—P—	Power Line
—T—	Telephone Line
—G—	Gas Line
—W—	Water Line
—F—	Percolation Hole
+	Cemetery
—	Fence
—	Marsh/Scamp
—	Tree/Brush
—	Creek/Branch
FP	Fence Post
WV	Water Valve
GV	Gas Valve

ANNEXATION SURVEY FOR:

H.L. CAMPBELL ESTATE
AND
CITY OF VILLA RICA

LAND LOT 68 & 93

DISTRICT 6

CARROLL COUNTY, GEORGIA

JULY 24, 1998

DATE
7-27-98

REVISIONS

CORRECT SCALE

Equipment used for field data
collection and computations:
Angular: TOPCON GTS-3
Linear: 18V-485



Keck & Wood, Inc.

301 BRADLEY STREET, STE. 207-A CARROLLTON, GEORGIA 30117 (770) 832 1154

ENGINEERS SURVEYORS
PLANNERS



0 100 200 400
SCALE: 1" = 200'

In my opinion this plot is a
correct representation of the
land plotted and has been
prepared in conformity with
the minimum standards and
requirements of law.

The field data upon which
this plot is based has a
closure precision of one
foot in 7,347 feet and
an angular error of 15"
per angle point and was
adjusted using the Com-
pass rule.

This plot has been calcu-
lated for closure and is
accurate to within one
foot in 8,000,000 feet.

Surveyed By: RES
Computed By: GAE
Drawn By: DRC
Checked By: RAL
Job No. 982067
Data Collector: HP48GX
Drawn No. 1.98 CE

PROPERTY OWNER(S) AUTHORIZATION FORM

I, **Green Tree Group, LLC.**, swear and affirm that I am the owner of the property located at **1739 Carrollton Villa Rica Hwy, Villa Rica, Carroll County, Georgia (67.14 Acres)**, as shown on the Tax Map and/or deed records of Carroll County, Georgia.

I hereby authorize **Highlands Residential LLC.** to act as the applicant or agent in pursuit of the development requested on this property.



(Signature of Property Owner)

Brian L. Campbell- President



(Signature of Property Owner)

Kenneth A. Campbell- Secretary/ Treasurer

Personally appeared before me on this 26 day of October 2022.

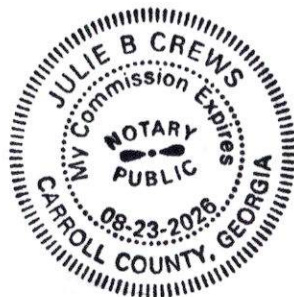
My Commission expires on 8-23-2026



Notary Signature/Seal

10-26-2022

Date



PROPERTY OWNER(S) AUTHORIZATION FORM

I, **Green Tree Group, LLC.**, swear and affirm that I am the owner of the property located at **1739 Carrollton Villa Rica Hwy, Villa Rica, Carroll County, Georgia (67.14 Acres)**, as shown on the Tax Map and/or deed records of Carroll County, Georgia.

I hereby authorize **Highlands Residential LLC.** to act as the applicant or agent in pursuit of the development requested on this property.

N/A

(Signature of Property Owner)

Brian L. Campbell- President

Kenneth A. Campbell

(Signature of Property Owner)

Kenneth A. Campbell- Secretary/ Treasurer

Personally appeared before me on this 21ST day of OCTOBER 2022.

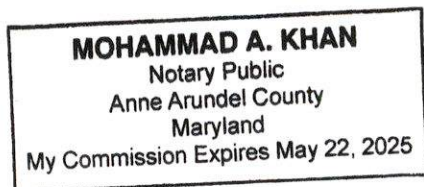
My Commission expires on 05/22/2025

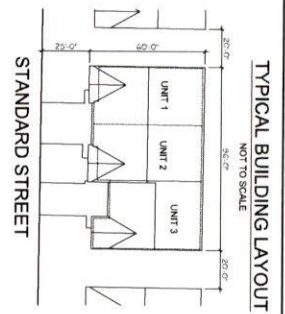
Mohammad A. Khan

Notary Signature/Seal

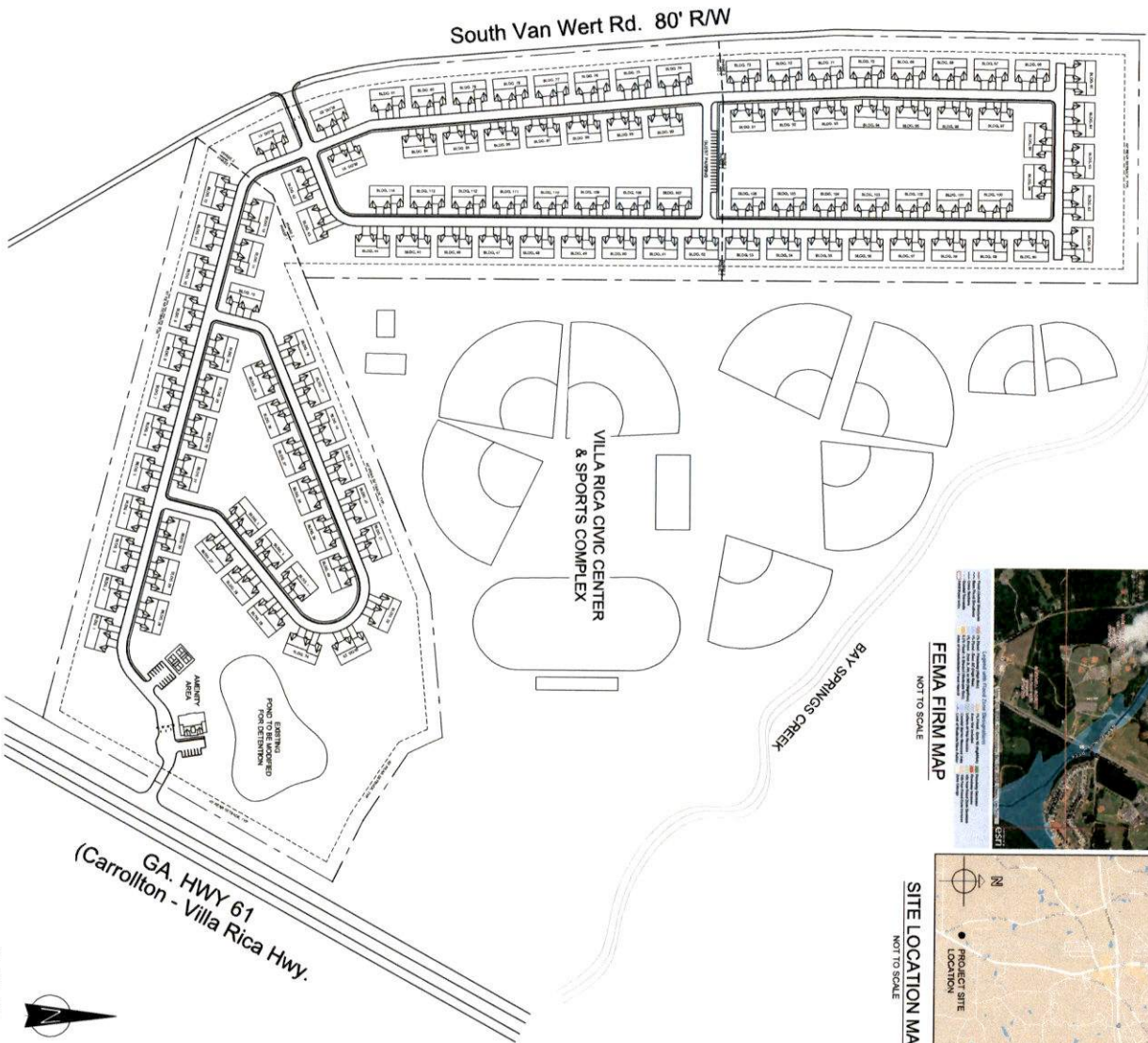
10/21/2022

Date





SITE DATA	
SITE AREA	67.14 ACRES
OWNER	AG. SINGLE-FAMILY AGRICULTURAL
PROPOSED ZONING	SPA SINGLE-FAMILY ATTACHED RESIDENTIAL
ZONING JURISDICTION	CITY OF VILLA RICA, GEORGIA
USE CALCULATIONS	
PROPOSED SENIOR LIVING UNITS	PHASE 1= 120 PHASE 2= 111 PHASE 3= 111 TOTAL 342
PROPOSED BUILDINGS	PHASE 1= 40 PHASE 2= 37 PHASE 3= 37 TOTAL 114
VILLA RICA CODE ORDINANCES	
MINIMUM LOT SIZE	1 ACRE
MINIMUM LOT WIDTH	100 FEET
MINIMUM LOT FRONTAGE	80 FEET
MINIMUM BUILDING HEIGHT	PRINCIPAL - 40 FEET ACCESSORY - 24 FEET
SETBACKS	
FRONT SETBACK	PA 40 FT MA 45 FT MC 45 FT PC 40 FT LR 35 FT
REAR SETBACK	PA 30 FT MA 35 FT MC 35 FT LR 35 FT
SIDE SETBACK	40 FEET
PRINCIPAL	40 FEET
ACCESSORY	10 FEET
REAR SETBACK	40 FEET
ACCESSORY	10 FEET
MINIMUM DISTANCE FROM STRUCTURES ON SAME LOT	20 FEET
MINIMUM GROUND FLOOR AREA (PER UNIT)	1 STORY - 1040 SF 2 STORY - 693 SF
LOCAL MINIMUM LIVING AREA (PER UNIT)	1040 SF / 993 SF
MINIMUM LIVING AREA (FACE WIDTH)	24 FEET
MAXIMUM LOT COVERAGE (STRUCTURES AND BUILDINGS)	40%
MAXIMUM LOT COVERAGE (ALL IMPERVIOUS SURFACES)	50%



Project Overview

As a senior living developer focused on creating timeless and lasting communities for active adults, Highlands Residential is excited to propose a senior living development in the City of Villa Rica. This application proposes to rezone a 67.14 acre property located on Carrollton Villa Rica Highway from AG (Single-Family Agricultural) to SFA (Single-Family Attached Residential).

Highlands's proposed development is an Age Exclusive Lifestyle Community with approximately 342 senior living cottage units split into three phases. The proposed Age Exclusive use is designed to attract Empty Nesters and other "recently retired grandparents and their friends". According to FreddieMac, over 5 million baby boomers will rent their next home by 2022. This is a growing trend that Highlands is seeing across the Metro Atlanta area and the subject property provides exactly what our clientele desires.

This project will support the residents' sustainable living experience by meeting sustainable standards and incorporating energy-efficient appliances, low-flow water fixtures, and low-VOC paints.

The abundance of resident amenities will extend residents' living space by providing a club room, commercial quality demonstration kitchen, library, game room, personal training studio, a fishing pond, pickleball courts, walking trails, and an abundance of outdoor space. The building will offer its residents on-site management to help ensure activities are planned and encourage active participation

This residential community will offer various unit types for its diverse resident profile, tailored to the empty nester demographic in search of flexible luxury living. Unit types will include both 1-bedroom units and larger 2-bedroom units. The project will include 114, three unit buildings upon full buildout. This variety in housing types will help to accommodate a variety of household formations, sizes and incomes. Unit sizes range from approximately 1,000 RSF to 1,400 RSF and all units will have an attached 1 or 2-car garage.

Zoning Application Criteria

A. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;

The proposed senior living development will include 342 senior living cottage units split into three phases. The proposed development will not have a detrimental effect on the surrounding area and on the general public interest. All roads onsite will be privately maintained and all stormwater will be handled by onsite detention. This project will serve as a catalyst for continued growth in the southern City limits in the area surrounding the V-Plex.

B. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;

The proposed development is consistent with the intent and purpose of the Code and the goals and policies of the Comprehensive Plan.

C. The areas which are most likely to be directly affected by such change and the likely effects;

Due to our age-restriction, we do not anticipate any strain on local school infrastructure and limited strain on existing City infrastructure.

D. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;

The proposed development will offer a housing option for empty-nesters to stay in Villa Rica and downsize their homes, acting as a catalyst to recycling the existing housing stock. These communities serve the empty nesters' growing desire to fully realize the freedoms associated with their stage of life. The market for this segment is increasing not only with the aging baby boomers, but also with the increase in healthy life expectancy. Currently, there is a shortage of adequate housing options that specifically targets the needs and wants of this demographic in the City of Villa Rica.

E. The proposed time schedule and phasing for development;

If the project is approved, we would anticipate construction of the first phase of 120 units to begin in 2023. The other two phases would be built over approximately the next three to five years.

F. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions;

The project will have a main entrance on Carrollton Villa Rica Highway (Highway 61) and a resident-only entrance on South Van Wert Road. All roads within the development will be private and maintained by the owner.

G. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.

At this time we do not anticipate additional approvals or permits from other public agencies.



November 30th, 2022

Renee Kilgore, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Highlands Residential, LLC
RA-06-22
1739 Carrollton-Villa Rica Highway
Land Lot 68, District 6
Parcel #: V07 0140007
Acreage: 92.46
Ward: 2
Planning Board Member: David Rogers
City Council Member: Matthew Momtahan
City of Villa Rica, Carroll County, Georgia

Dear Ms. Kilgore:

Highlands Residential, LLC (the Applicant) seeks a rezoning from Single-Family Agricultural (AG) to Single-Family Attached (SFA) in order to construct 342 single-family attached townhomes within 114 buildings on the site. The Applicant has not requested any variances.

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

1. Zoning Master Plan, prepared by Christopher Planning & Engineering, unsigned and unstamped, dated March 10th, 2022 (2 sheets);
2. Application Checklist, notarized and dated October 28th, 2022 (1 page);
3. Zoning Map Amendment (Rezoning) Application, dated October 28th, 2022 (2 pages);
4. Property Owner Authorization Form, notarized and dated October 26th, 2022, signed by Brian L. Campbell and Kenneth A. Campbell, members of Green Tree Group, LLC (2 pages);
5. General Warranty Deed, dated October 22nd, 2007, signed by Lee Campbell to Shirley S. Campbell (3 pages);
6. Applicant Statement of Intent, dated October 28, 2022, by an unknown preparer (2 pages);



A. Existing Conditions

The application consists of a 67.14 acre “L-shaped” parcel on the west side of Highway 61. The property has a total of 935.77’ of frontage on Highway 61, and a total frontage of 2,686.14’ on Van Wert Road. The parcel is currently zoned Single-Family Agricultural. The parcel feature vastly undeveloped land and only features a dilapidated driveway and a storage shed/garage. The property wraps around the Villa Rica V-Plex Sports Complex on its west and south sides, and is adjacent to unincorporated Carroll County to the west across Van Wert Road, to the north along Van Wert Road, and to the east across Highway 61.

The subject property is adjacent to civic/park/recreation uses to the north, low-density residential uses on all sides; a house of worship bordering the property to the south; and a residential parcel to the east across Highway 61.

Three ponds are located within, or partially within, the geographical boundaries of the parcel. No streams have been identified by the applicant or located on department maps. No easements have been identified on the concept plan drawing.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Single-Family Agricultural (AG) -City Agricultural (A) - County	Suburban Village Residential – County
East	Commercial (C) / Agricultural (A) - County	Commercial – County
South	Single-Family Agricultural (AG) -City Commercial (C) -County	Suburban Village – City Commercial -County
West	Agricultural (A) - County	Residential – County



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

B. Site History

According to the submitted site survey, the property was developed as of 1998 with a one-story frame house, barn and asphalt driveway near Highway 61. This house no longer remains, however the barn and driveway partially exist on the site today in an advanced dilapidated state. In 2020, the lot was rezoned from Rural Development (RD) to AG, which was a lateral rezoning as a part of the citywide rezoning effort and adoption of new zoning district categories.

C. Proposed Development

The applicant proposes to construct 342 single-family attached dwellings within 114 buildings on the west side of Highway 61. The applicant has proposed to rezone the property to SFA from AG. The proposed density is 5.09 du/acre and will range in unit size from 1,000 sq. ft. to 1400 sq. ft.. Three units are proposed to be constructed per building. The project will be an “age exclusive lifestyle community” and is designed to attract “Empty Nesters and other retired grandparents and their friends”, according to the applicant’s Letter of Intent. The property would be a rental community. Various amenities are proposed, including a club room, commercial quality demonstration kitchen, library, game room, personal training studio, a fishing pond, pickleball courts, walking trails, and outdoor space (at least three required). No information has been



provided regarding how much acreage of open space is proposed. The applicant has indicated the project would be built in three phases, starting in 2023, and the remaining phases would be built over approximately 3-5 years. Phase 1 is proposed to be 120 units, and Phase 2 and Phase 3 are proposed to be 111 units each.

See Table 2 below for yard and bulk requirements in the SFA Zone:

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY URBAN ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	67.14	C
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25	25	C
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	40	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040 – One Story 650 – Two Story	Unknown	Unknown

It is unclear how the project will draw utility access for water and sewer, if connections can easily be made, or if capacity or distribution is available. The applicant has indicated that roadways on-site will be private and entrances gated. The development is proposed to have two entrances, one main entrance on Highway 61 and a residents only entrance on South Van Wert Road.

Design Standards

The city has design standards for all single-family attached developments in Section 9.03 of the Zoning Ordinance, to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The site plan indicates several common areas as open space, however total acreage has not been provided. The ordinance requires a total of 8.06 acres (12% of the site area) for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
<u>Non-Qualifying Open Space</u>	<u>Qualifying Open Space</u>
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands



Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.
Any wetlands on the development site, unless preserved as a conservation area.	

The city's ordinance permits for the following mix of amenities at the discretion of the developer and approval of the City Council:

- Swimming pool sized to comply with NRPA standards.
- Golf course.
- Resident clubhouse.
- Two tot lots with a minimum size of five-hundred (500) square feet per lot
- Basketball, volleyball, or other sport court.
- Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and



including a minimum of two picnic tables and one (1) barbeque grill/pit per area.

- Other amenity approved by the City Council.

The city requires a minimum of amenities for single-family residential subdivisions. According to the Villa Rica Zoning Ordinance, “Developments with one-hundred seventy-six (176) or more dwelling units shall provide at least two (3) amenities.” Various amenities are proposed, including a club room, commercial quality demonstration kitchen, library, game room, personal training studio, a fishing pond, pickleball courts, walking trails, and outdoor space (at least three required). Preliminarily, based on the Letter of Intent and site plan, this would meet the ordinance requirements, subject to the City Council accepting the walking trail as an amenity. Of this list, only the club room and pickleball courts would be accepted amenities to fulfill the city’s requirements.

Offsite Improvements

No off-site improvements are proposed along Highway 61, including acceleration and deceleration lanes.

Density

The applicant has proposed a gross density of 5.06 dwelling units per acre (du/acre) for the entire development, based on the Concept Site Plan submitted. As this development is located within the SFA Zone, the maximum density permitted is 17.424 du/acre. The development meets the required density in the zone.

Flood Plain

No streams are located on any of the subject properties. There are two small pond entirely on the property and a third partially on the property that crosses into unincorporated Carroll County on the parcel’s northern side. The property is not in a flood zone. Based on the Conceptual Site Plan submitted, the applicant appears to be proposing to infill two lakes and keep one lake on the property to be used as detention and for fishing. It is unclear if all buildings will meet the buffer requirements from this pond. The other ponds proposed for infill may require variances and extensive review and approval by EPD and the City Engineer. Figure 2, below, indicates the flood zone map for the property:



National Flood Hazard Layer FIRMette

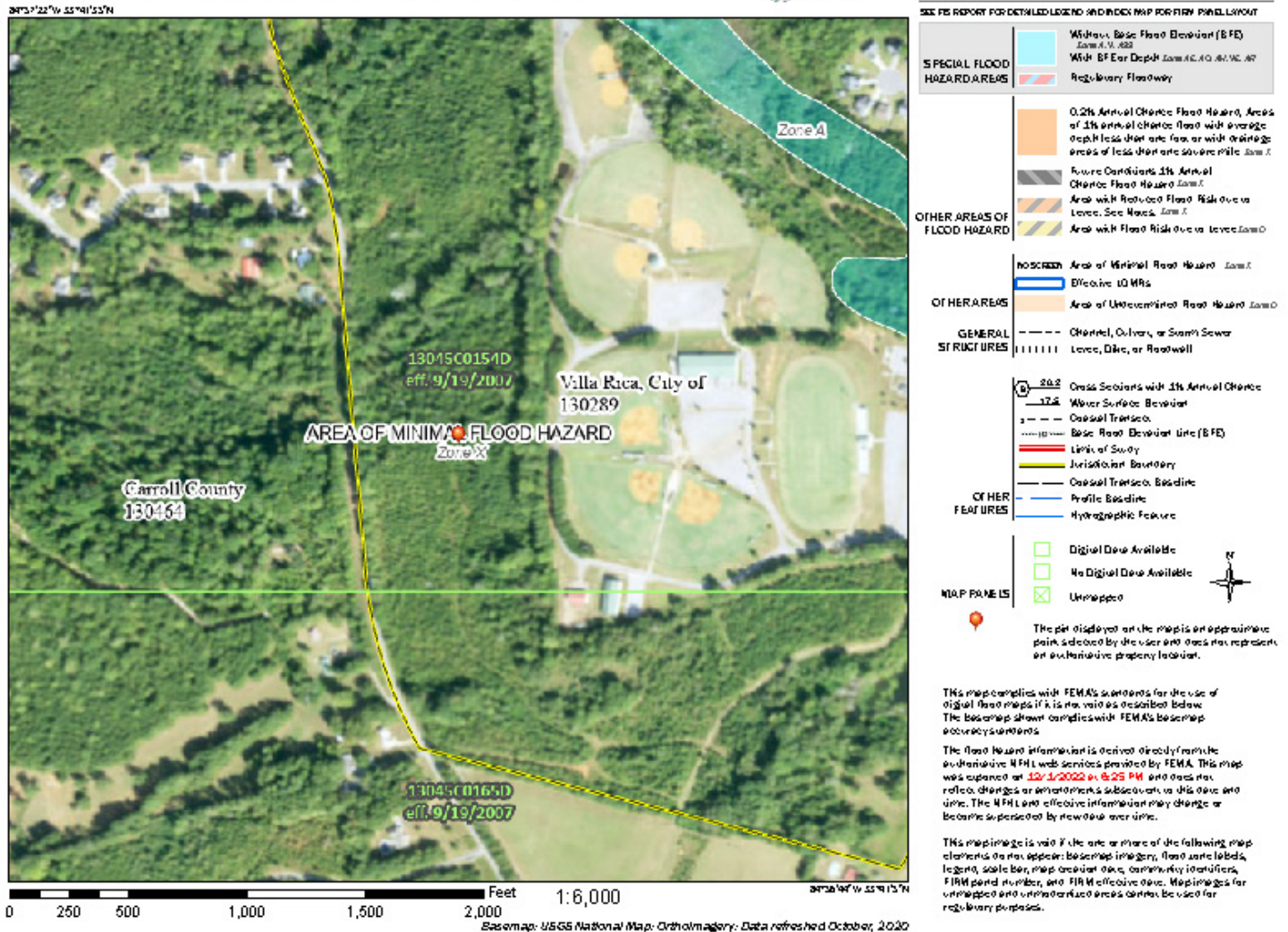


Figure 2: National Flood Hazard Layer FIRM Map 13045C0154D

Buffering/Screening/Tree Conservation:

A landscaping plan will be required to be submitted by the applicant at the time of Final Plat submittal. Section 7.05(7) of the zoning ordinance requires that a twenty (20) foot wide landscape area adjacent to the road or right-of-way be provided, and must be designated as “common area” or placed in a landscape easement. In addition, several shrubs and trees must be planted within this area. Trees are to be planted at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Shrubs are to be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Decorative perimeter fencing is also required within a common area adjacent to the right-of-way.

Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots within newly formed



SFA developments are also required to have two trees each, and ten (10) shrubs. All front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Additional landscape areas, such as surrounding retention ponds, street trees and other planting requirements will be enforced by the department as required, including the planting and buffering specified above.

D. Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Villa Rica Future Land Use Map

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

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



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

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1) Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional (OI)	Office Medical Institutional (OMI)

Primary Future Land Uses recommended in the Comprehensive Plan are detached single-family dwellings; multifamily dwellings (if near high density development or part of a planned community; could also include townhomes, small-scale apartments); senior/assisted living facilities; conservation subdivisions; clustered neighborhood commercial/small-scale mixed use (restaurants, retail, single-office); civic benefit uses such as community centers, libraries, places of worship, and schools; parks, greenways and trails. The proposed development appears to meet the intents of the Suburban Village character area.

- ii. **Current conditions and the character of current structures and uses in each district;**
The lot is vacant with no uses and a dilapidated structure. The character of the SFA zone is typical of a single-family attached subdivision, whereas the character of the AG zone is typical of single-family homes on large lots (at least ½ acre).
- iii. **The most desirable use for which the land in each district is adapted;**
The proposed development is not the most desirable use based on the Comprehensive Plan and overall character of the area. The current use of the property as a vacant property is not the highest and best use for the property given the acreage and the density recommendations stated in the Comprehensive Plan, however development as commercial along the highway is most desirable from a planning and infrastructure perspective.



- iv. **The conservation of property values throughout the jurisdiction; and**
The impact on property values for surrounding uses is expected to be nominal.

v. **Responsible development and growth**

The southwestern portion of the city is expected to grow with residential and commercial uses in the near and long term future. The applicant has not indicated any roadway improvements on the concept plans, therefore it is difficult to gauge the adequacy of the road network should improvements be made. The current roadway does not have cross-access onto Highway 61, so access northbound will be indirect for visitors, and handled via South Van Wert Road for residents.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

i. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

Highway 61 has had considerable residential development both within and outside of the city limits. The size of the lot and frontage along Highway 61 adjacent lend the impetus for more commercial and potentially residential in the area. This parcel is in the southernmost parcels within the city limits and it would be reasonable to expect further development pressure within this quadrant of the city.

ii. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The use is not expected to affect the existing uses nearby or usability of any adjacent structures or lots.

iii. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**

The property currently does not have a reasonable economic use as currently zoned and is not the highest and best use of land given the acreage and Comprehensive Plan designations for appropriate zoning, which would allow for higher density and/or intensity. Because of the size and location of the parcel, along with development pressures along the Highway 61 corridor, the rezoning to SFA would give the parcel an economic advantage for providing further development, but increase utility demand in an area of the city with distribution challenges.

iv. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Excessive usage of city infrastructure appears to be possible as the city may not have



adequate sewer collection capacity along Highway 61. The ability to provide sewer capacity along and surrounding Highway 61 is becoming increasingly more difficult for the city which may complicate the ability for the development to materialize. The concept plan does not indicate if traffic improvements along Highway 61 are proposed. Potential traffic impacts along Highway 61 and South Van Wert Road must be studied and reviewed by the City Engineer as a part of final plat approval.

v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Suburban Village as the land use character area, which recommends commercial and residential zoning). This is consistent with the requested zone change from AG to SFA.

vi. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The availability of sewer and water capacity for the subdivision would tremendously affect the developability of the parcel for the intended use. Poor capacity may hamper the ability to construct the number of homes that are sought.

E. Comments

1. The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.
2. Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.
3. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to Final Plat approval.
4. The applicant should provide testimony to off-site improvements proposed.
5. The applicant should provide testimony to amenities and open space proposed.

Recommendation:

Staff recommendation: **DENIAL**



Reasons: The city may not have the ability to service a development of this density with adequate utility usage.

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* on December 1, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city to voice concern or support for the proposed actions.

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

Very truly yours,

Ronald Johnson

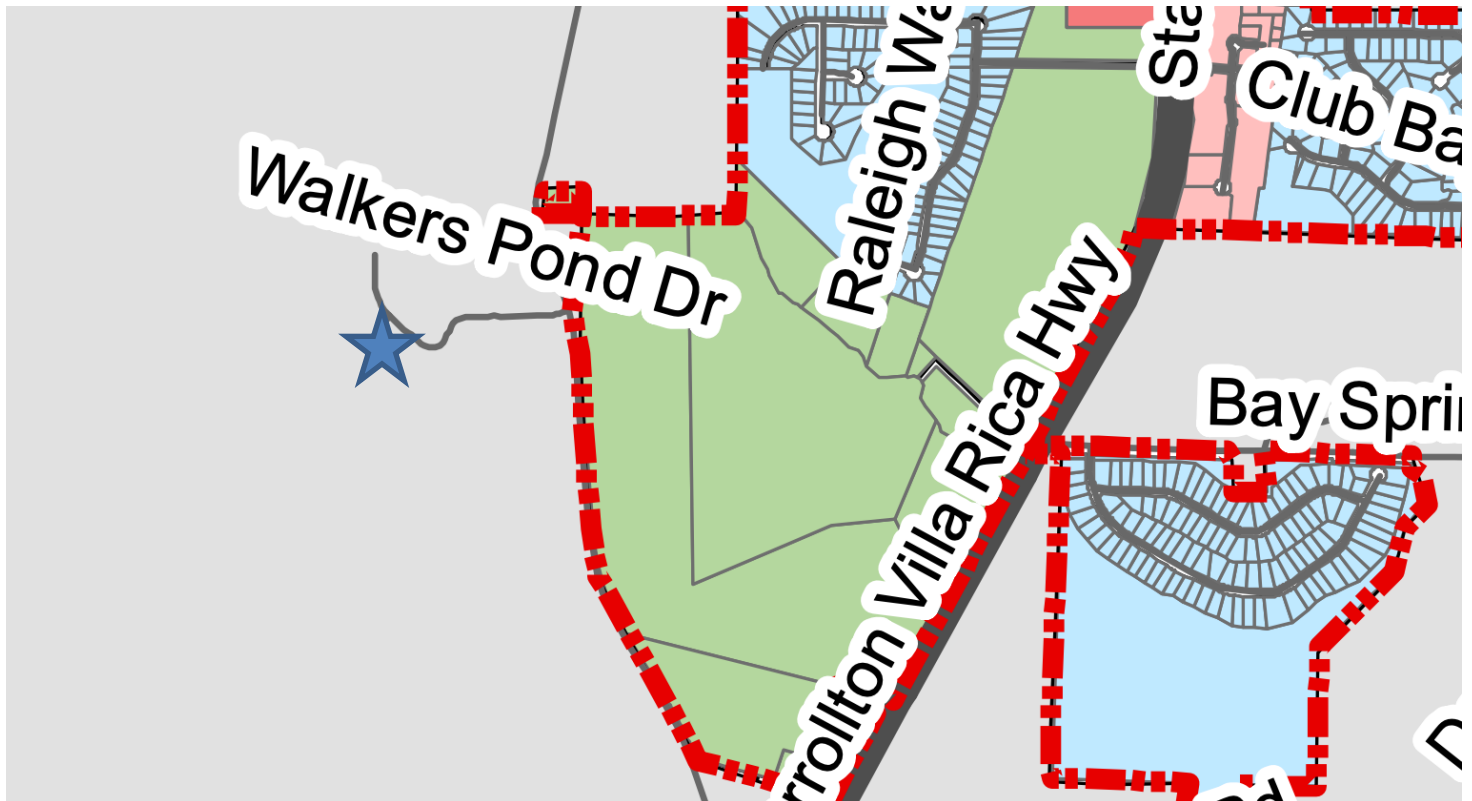
Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)



Corresponding Maps:

Villa Rica Zoning Map:

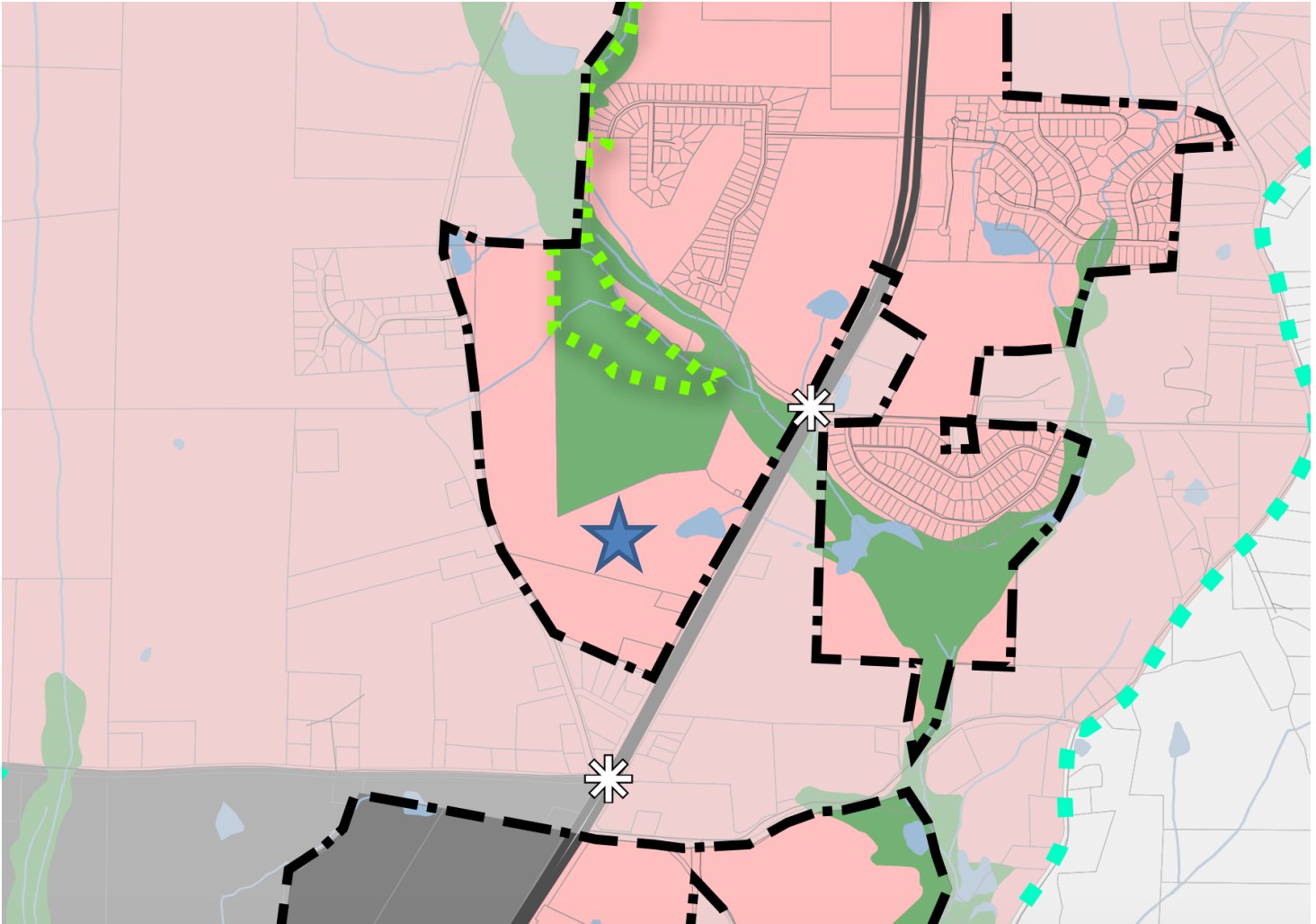


Zoning District Legend

	City Boundary
	AG - Single-Family Agricultural
	R1 - Single-Family Suburban
	R2 - Single-Family Urban
	SFA - Single-Family Attached
	MF1 - Multifamily Low-Density
	MF2 - Multifamily Medium-Density
	CBD - Central Business District
	CMU - Commercial Mixed Use
	C1 - Commercial Low-Density
	C2 - Commercial Medium-Density
	OMI - Office Medical Institutional
	I1 - Industrial Low-Density
	I2 - Industrial Medium-Density
	PUD - Planned Unit Development



Villa Rica Future Land Use Map:



CHARACTER AREAS

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

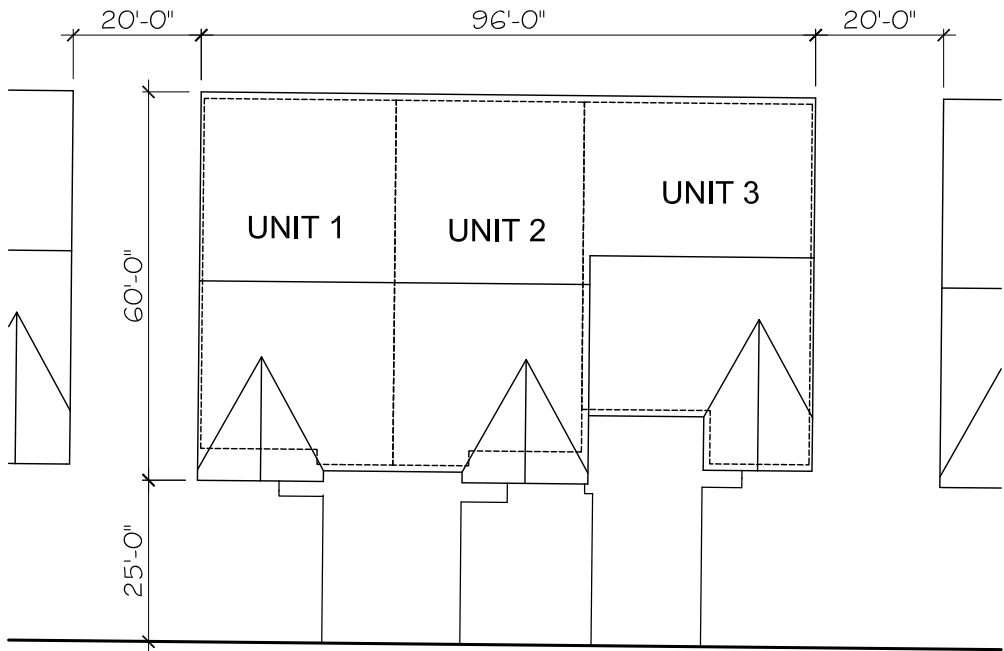
ACTIVITY CENTERS

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



TYPICAL BUILDING LAYOUT

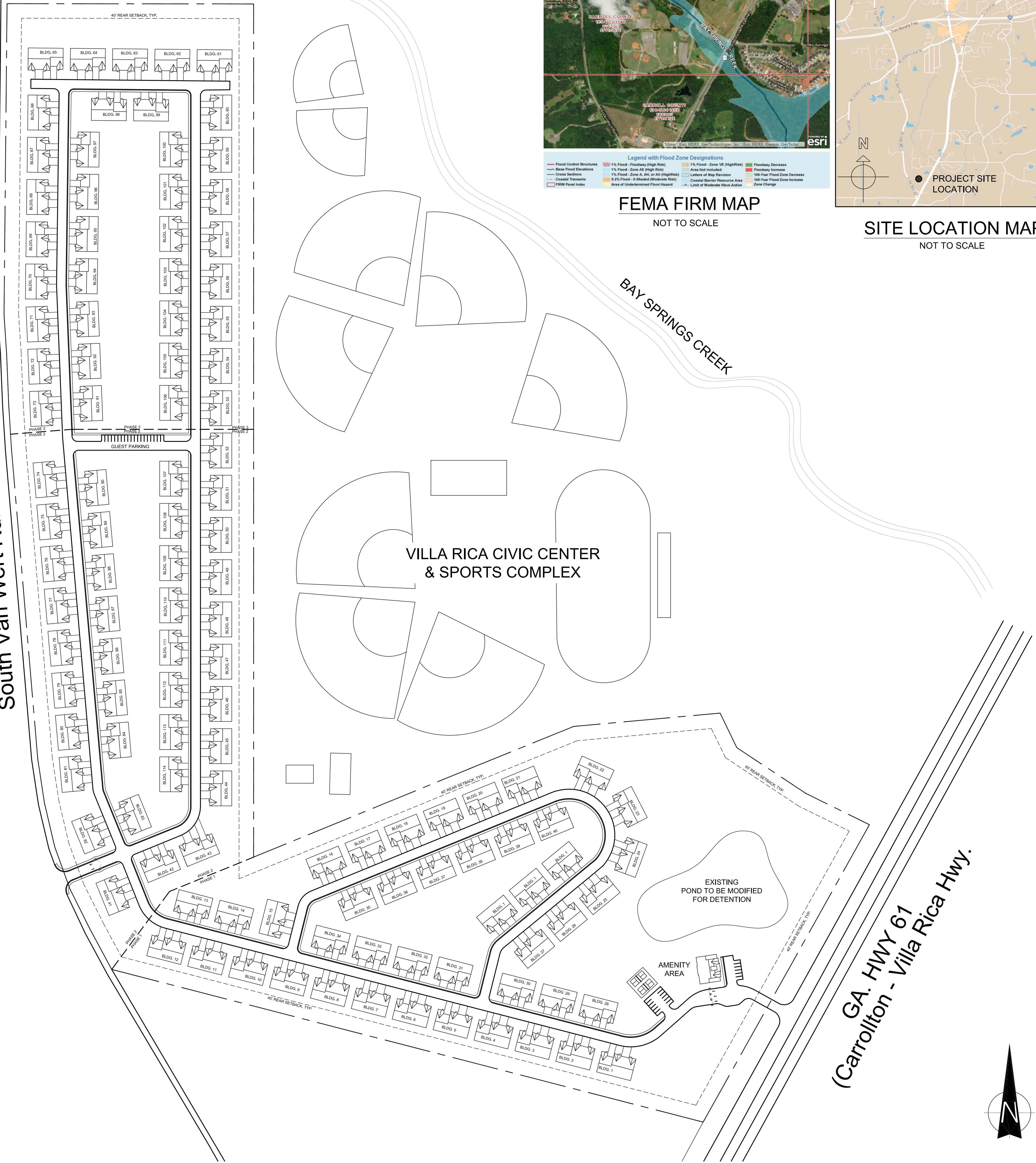
NOT TO SCALE



STANDARD STREET

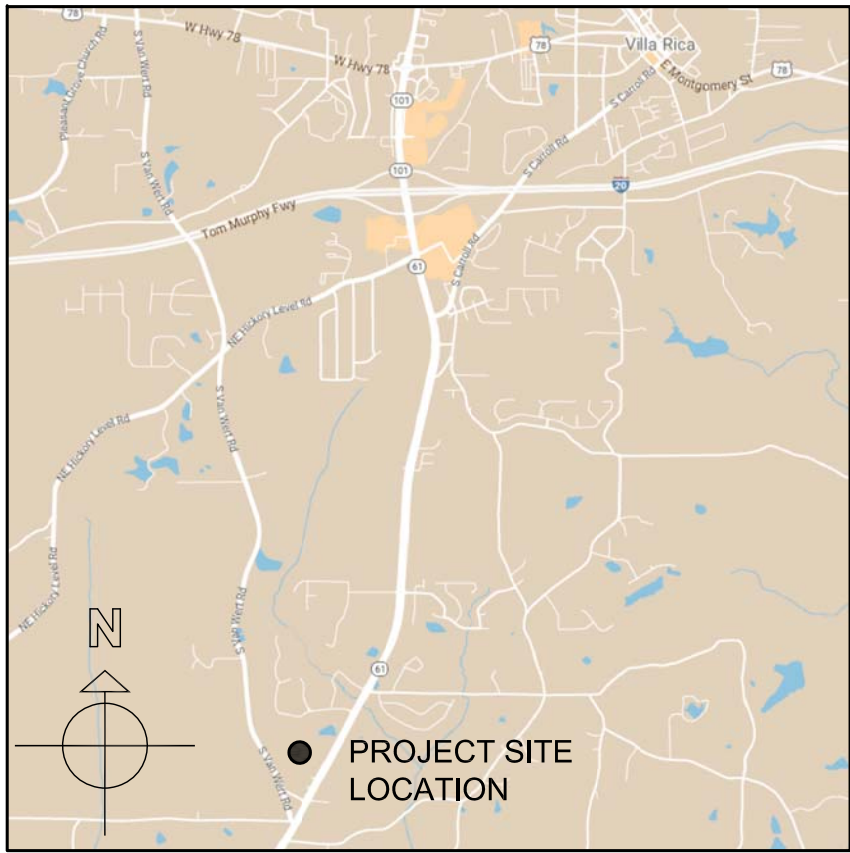
SITE DATA	
SITE AREA	67.14 ACRES
ZONING	
EXISTING ZONING	AG- SINGLE-FAMILY AGRICULTURAL
PROPOSED ZONING	SFA- SINGLE-FAMILY ATTACHED RESIDENTIAL
ZONING JURISDICTION	CITY OF VILLA RICA, GEORGIA
USE CALCULATIONS	
PROPOSED SENIOR LIVING UNITS	PHASE 1= 120; PHASE 2= 111; PHASE 3= 111 TOTAL 342
PROPOSED BUILDINGS	PHASE 1= 40; PHASE 2= 37; PHASE 3= 37 TOTAL 114
VILLA RICA CODE ORDINANCES	
MINIMUM LOT SIZE	1 ACRE
MINIMUM LOT WIDTH	100 FEET
MINIMUM LOT FRONTAGE	50 FEET
MAXIMUM BUILDING HEIGHT	PRINCIPAL - 40 FEET; ACCESSORY - 24 FEET
BUILDING SETBACKS	
FRONT SETBACK	
URBAN ROADS	PA:50 FT. MA:45 FT. MC:45 FT. RC: 40FT. LR:35 FT.
RURAL ROADS	PA:80FT. MA:50FT. UC:45FT. LR:35FT.
SIDE SETBACK	
PRINCIPAL	40 FEET
ACCESSORY	10 FEET
REAR SETBACK	
PRINCIPAL	40 FEET
ACCESSORY	10 FEET
MINIMUM DISTANCE FROM STRUCTURES ON SAME LOT	20 FEET
MINIMUM GROUND FLOOR AREA (PER UNIT)	1 STORY - 1040 SF; 2 STORY - 650 SF
TOTAL MINIMUM LIVING AREA (PER UNIT)	1040 SF / 950 SF
MINIMUM LIVING AREA FAÇADE WIDTH	24 FEET
MAXIMUM LOT COVERAGE (STRUCTURES AND BUILDINGS)	40%
MAXIMUM LOT COVERAGE (ALL IMPERVIOUS SURFACES)	50%

South Van Wert Rd. 80' R/W



FEMA FIRM MAP

NOT TO SCALE



SITE LOCATION MAP

NOT TO SCALE

Site Plan for
Highlands Residential
located in:
land lots 68 & 93, District 6
Carroll County, Georgia

SEAL:

REVISION CHANGES:	
REV. NO.	REV. DATE

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SUBDIVISION COLLECTION:

START DATE:
10/25/2022

DRAWN BY:
M/HART

SCALE:
1"= 150'

SHEET NO.

SP.1



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-06-22 – 1739 Carrollton-Villa Rica Highway– Rezoning from AG to SFA

CITY COUNCIL AGENDA DATE: February 7, 2023

DATE: January 26, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administration

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Highlands Residential, LLC seeks a rezoning from Single-Family Agricultural (AG) to Single-Family Attached (SFA) in order to advance the construction of a 55+ senior development with 342 units within 114 three-unit buildings on 67.14 acres.

BACKGROUND: The applicant is proposing to construct 342 units on the 67.14-acre site for an “age exclusive lifestyle community”. The developer is proposing two gated entrances/exits (on HWY 61 and S. Van Wert Road) and at least two amenities are provided on the site plan. The development is located at a Community Crossroads as referenced in the Comprehensive Plan and therefore recommends higher density within the Suburban Village character area. The site was previously zoned as Rural Development (RD) under the UDC until 2020 when the citywide rezoning changed the property’s designation to AG. The units will range in size from 1,000 SF to 1,400 SF and the project is proposing a density of 5.9 du/acre.

STAFF RECOMMENDATION: Staff recommends DENIAL

Reasons:

1. The city may not have the ability to service a development of this density with adequate utility usage.

PLANNING COMMISSION RECOMMENDATION: DENIAL (3-0)

MOTION:

I move to table the consideration of the zoning application for 1739 Carrollton Villa Rica Highway until the regular meeting of the Villa Rica City Council in March.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 2 *Administration* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: February 7th, 2023

DATE: January 26th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 2 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to revise and update the Administration portion of the ordinance, covering the Planning Commission, City Council and Community Development Director subsections. The enclosed recommended changes are to align with other changes passed by City Council throughout 2022 and will remedy existing errors in this portion of the ordinance.

BACKGROUND: Staff periodically reviews and updates sections of the zoning ordinance as required in an effort to adapt the current ordinance to the best operating procedures and development standards as they arise. Staff has embarked on an update of the ordinance that will feature at least one section revision per month in order to review and revise all thirteen sections of the zoning ordinance within the 2023 calendar year. Section 2 of the ordinance focuses on the administration of planning and zoning functions within the municipality and the separation of specific duties between the City Council, Community Development Director and the Planning Commission.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendments.

PLANNING COMMISSION: APPROVAL w/ Condition (5-0). The Planning Commission recommended approval of the changes subject to subsections 2.02(9)(a)(iv) and 2.03(3)(a), which are currently proposed for removal from the ordinance, to be left in place. The commission explained that they did not agree with the previous decision in 2022 to remove these sections from other portions of the zoning ordinance and supports all other changes to Section 2.

MOTION:

1. I move to approve the proposed amendment to Section 2 *Administration* of the City of Villa Rica Zoning Ordinance as attached hereto.

CHAPTER I – IN GENERAL**Sec. 1.01 - TITLE**

- 1) This Ordinance shall be known and may be cited and referred to as the “Zoning Ordinance of the City of Villa Rica, Georgia,” and shall be referred to as “this Ordinance.”

Sec. 1.02 - PURPOSE

- 1) This Ordinance is hereby enacted by the City of Villa Rica, Georgia, for the purpose of:
 - a) Promoting the public health, safety, comfort, and general welfare;
 - b) To conserve and protect property and property values;
 - c) To secure the most adequate and economical provisions for public improvement, paying due regard to with the Comprehensive Plan and any changes made thereto as reflected in the Zoning Map and documents and records of The City of Villa Rica for the desirable future development of the City; and
 - d) To provide a method of administration and to prescribe penalties for the violations of the provisions hereafter described: all as authorized by the provisions of the Chapters and the Sections applicable under the Georgia Code.

Sec. 1.03 - TERRITORY UNDER THE ZONING ORDINANCE

- 1) This Ordinance shall be effective in the incorporated areas of the City of Villa Rica, Georgia. Upon annexation of territory into the City of Villa Rica, the County zoning regulations then in effect on that territory shall become null and void.

Sec. 1.04 - APPLICABILITY AND COMPLIANCE

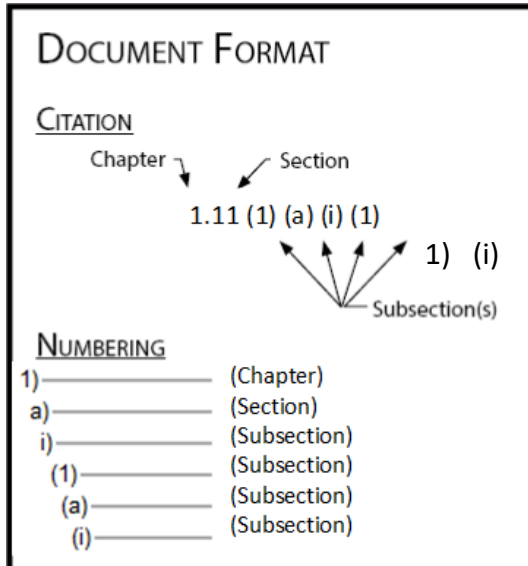
- 1) All buildings erected hereafter, all uses of land or buildings established hereafter, all structural alterations, changes in site or site flow, and relocation of existing buildings occurring hereafter, and all enlargements of or additions to existing legally conforming uses exceeding thirty-five percent (35%) of the existing site or structure occurring hereafter as determined by the Community Development Director (“Director”) shall be subject to all the regulations of this Zoning Ordinance as they apply to the zoning districts in which such buildings or uses of land shall be located.
- 2) This Ordinance shall not be construed as abating any action now pending under, or by virtue of, the prior existing zoning ordinance; or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue; or as affecting the liability of any person, firm, or corporation; or as waiving any right of the City of Villa Rica under any section or provision existing at the time of the effective date of this Ordinance; or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the City, except as shall be expressly provided for in this Ordinance.
- 3) See also *Chapter III: Nonconformities*.

Sec. 1.05 - TRANSITION RULES

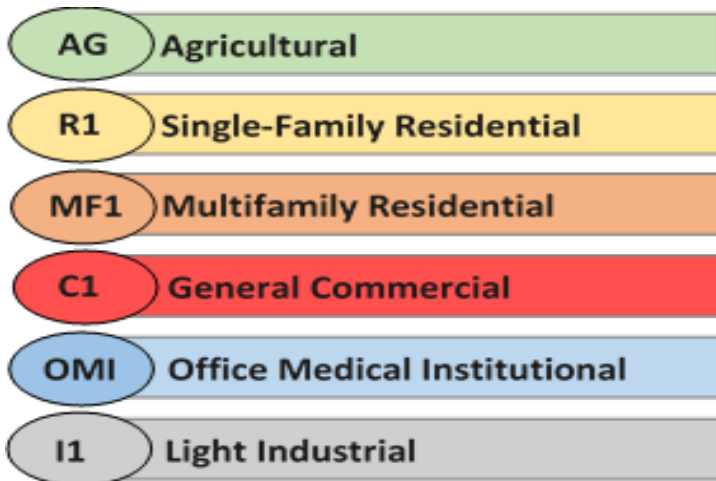
- 1) Any application that has been filed with the Planning & Zoning Commission or its designees and is full and complete, prior to the effective date of this Zoning Ordinance, shall be regulated by the terms and conditions of the Zoning Ordinance that was in place at the time of filing. However, all administrative procedures shall follow those set forth by this Zoning Ordinance.

Sec. 1.06 - HOW TO USE THIS DOCUMENT

- 1) **STRUCTURE.** The structure of the text of this Ordinance is as follows: Chapter (indicated by 1, etc.), Section (indicated by 1.1, etc.), and subsequent Subsections (indicated by a, i, etc.). Below is an example of this format:



- 2) **APPLICABLE DISTRICTS.** Zoning district designation identifiers are located in various places throughout the document. If one of these identifiers appears within a section, then that section will apply to the corresponding zoning district. Samples of district identifiers follow:

**Sec. 1.07 – INTERPRETATIONS**

- 1) In their interpretation and application, the provisions of this Ordinance shall be held to be minimum or maximum requirements, adopted for the promotion of the public health, safety, and the general welfare.

Sec. 1.08 - INTERPRETATION OF TERMS OR WORDS

- 1) For the purpose of this Ordinance, certain terms or words are defined, and the words or terms used shall be interpreted as follows:
 - a) The word “person” includes a firm, association, organization, partnership, trust, company, corporation or other legal entity, as well as an individual;
 - b) The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular;
 - c) The word “shall” is a mandatory requirement, the word “may” is a permissive requirement, and the word “should” is a preferred requirement.
 - d) The words “used” or “occupied” include the words “intended, designed, constructed, converted, altered or arranged to be used or occupied”; and
 - e) The word “lot” includes the words “plot, tract, or parcel.”

Sec. 1.09 - ZONING MAP

- 1) OFFICIAL ZONING MAP. The city is divided into zones or districts as shown on the Official Zoning Map as amended, which, together with all explanatory matter, is adopted by reference and declared to be a part of this Ordinance. See also *Section 11.05 – Zoning Map and Text Amendments*.
- 2) LOCATION AND MAINTENANCE OF THE OFFICIAL ZONING MAP.
 - a) Regardless of the existence of copies of the official Zoning Map which, from time to time may be published, the Official Zoning Map shall be located in the office of the Community Development department. It shall be the final authority as to the current zoning status of land and water areas in the city. Current copies may be obtained from the Community Development department.
 - b) The official Zoning Map may be maintained in electronic form, and depicted in various formats and scales as appropriate to the need, under the direction of the Community Development Director.
 - c) No changes of any nature shall be made on the Official Zoning Map or shown except in conformity with the procedures set forth in this Ordinance. Any unauthorized change of any kind by a person or persons shall be considered a violation of this Ordinance and punishable as provided under *Chapter XII – Violations and Enforcement*.
- 3) REPLACEMENT OF THE OFFICIAL ZONING MAP. In the event that the official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and additions or loss of electronic information, the Villa Rica City Council may, by Resolution, adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment.
- 4) RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES. Where uncertainty exists with respect to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:
 - a) Boundaries indicated as approximately following the center lines of thoroughfares or highways, street lines or highway right-of-way lines, or alleys shall be construed to follow the centerlines;
 - b) Boundaries indicated as approximately following platted lot lines shall be construed as following the lot line;
 - c) Boundaries indicated as approximately following city limits shall be construed as following the City Limits;

- d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- e) Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow the centerlines;
- f) Boundaries indicated as approximately following floodplain lines shall be construed to follow the floodplain lines;
- g) Boundaries indicated as parallel to or extensions of features indicated in the subsections above shall be so controlled. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map by the Community Development Director;
- h) Where physical features existing on the ground are at variance with those shown as the Official Zoning Map, or in other circumstances not covered by the subsections above, the Community Development Director shall interpret the boundaries. The Villa Rica City Council shall hear appeals to the decision of the Community Development Director; and
- i) When a zoning district boundary line divides a lot or parcel, the Director shall determine the applicable zoning district. The Director may require a rezone or replat of the site if any portion of a construction or development proposal overlaps two (2) or more zoning districts. The petitioner shall be responsible for filing the appropriate forms and for paying the appropriate filing fees to rezone or replat the lot or parcel. If a portion of a lot or parcel is in an overlay district, the entire lot or parcel shall be deemed as being within the overlay district.

Sec. 1.10 - CONFLICT OF LAW

- 1) Whenever the regulations of this Ordinance require a greater width or size of setbacks or other open space, a lower height limit, greater percentage of lot to be left unoccupied, a lower density of development, a more restrictive use of land, or impose other higher standards than are required in any other lawfully adopted rules, regulations, ordinances, private deed restrictions or private covenants, these regulations shall govern.

Sec. 1.11 - SEVERABILITY CLAUSE

- 1) Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, that decision shall not affect the validity of the Zoning Ordinance as a whole, or any part other than the part declared to be unconstitutional or invalid.

Sec. 1.12 - REPEAL OF CONFLICTING ORDINANCE

- 1) All ordinances or parts of ordinances in conflict with this Zoning Ordinance or inconsistent with the provisions of this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Sec. 1.13 - EFFECTIVE DATE

- 1) This Ordinance shall become effective from and after the date of its approval and adoption.

CHAPTER II - ADMINISTRATION**Sec. 2.01 – ENFORCEMENT**

- 1) The Director of the Community Development department, or his/her designee, shall effect proper administration and enforcement of this Zoning Ordinance. *See also Chapter XII: Violations and Enforcement.*

Sec. 2.02 – PLANNING & ZONING COMMISSION

- 1) ESTABLISHMENT OF THE PLANNING & ZONING COMMISSION.
 - a) The Planning & Zoning Commission of Villa Rica shall be reconstituted and re-established in conformance with the Municipal Code. The Community Development Director, or his/her designee, shall serve as staff to the Commission.
 - i) Responsibilities. The Planning & Zoning Commission shall act in an advisory capacity to the City Council. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Planning & Zoning Commission shall include:
 - (1) Conduct public hearings and makes recommendations on plan amendments, planned unit development, subdivisions, site plans as applicable, and zoning amendments;
 - (2) Recommend changes and amendments to the Zoning Map and the Code text;
 - (3) Conduct hearings and make recommendations on comprehensive plan amendments; and
 - (4) Make recommendations upon all other items referred to it by the City Council.
 - ii) Public Hearing Procedures
 - (1) Rules of Procedure. The Planning & Zoning Commission may adopt rules of procedure consistent with the provisions of this Code.
- 2) NOTICE OF MEETINGS.
 - a) Publication of the notice of public hearing and notification of affected property owners shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
 - b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
 - c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).
 - d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).
- 3) CONDUCT OF MEETINGS.
 - a) All meetings of the Planning & Zoning Commission shall be open to the public.
 - b) The Planning & Zoning Commission shall have a regularly scheduled meeting at least once a month, and more often if necessary, for the transaction of business.
- 4) MINUTES.
 - a) The Planning & Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.

- b) The minutes shall be filed in the office of the Community Development Director.
- 5) CONFLICT OF INTEREST.
 - a) A member of the Commission shall inform the Commission before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Commission. The Commission Member shall not participate in any discussion or voting on any item for which the Commission Member or Commission Member's spouse, mother, father, children, siblings or in-laws has an interest.
- 6) QUORUM.
 - a) The Planning & Zoning Commission shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Commission. The affirmative vote of the majority of the members present shall be required before the Commission shall approve a recommendation, action or development request.
- 7) INVALIDITY OF A VOTE.
 - a) If a Commission member votes on a recommendation in which the Commission member has a conflict of interest, the member's vote shall be voided.
- 8) MEMBERSHIP.
 - a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in, own property within, or operate and manage businesses within the city limits of Villa Rica, Georgia. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be denominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been approved by the City Council.
 - i) The current terms for the wards within the City are as follows:
 - (1) Ward 1 – 01/01/2020 – 12/31/2022
 - (2) Ward 2 – 12/01/2019 – 12/31/2021
 - (3) Ward 3 – 01/01/2021 – 12/31/2023
 - (4) Ward 4 – 01/01/2021 – 12/31/2023
 - (5) Ward 5 – 01/01/2021 – 12/31/2022
 - b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.
 - c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.
- 9) AUTHORITY.
 - a) The Planning & Zoning Commission ("Commission") is hereby authorized to perform those duties and functions specified in Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and other applicable sections of Georgia law and such other responsibilities as may be assigned to it from

time to time by the Villa Rica City Council. For the purposes of this Zoning Ordinance, the duties of the Planning & Zoning Commission include:

- i) Rules of Procedure. The Commission shall adopt written rules of procedure for the administration of the affairs of the Commission and its staff for filing, noticing and hearings. Refer to the Villa Rica Planning & Zoning Commission Rules of Procedures, as amended;
- ii) Record Keeping. Maintain a complete record of all proceedings;
- iii) Meeting Time and Records. Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Commission;
- iv) Certification. Adopt a seal and certify all official acts;
- v) Recommendations. Make recommendations to the participating legislative bodies concerning the adoption and amendment of the Comprehensive Plan, the Zoning Ordinance (including the Zoning Map), the Villa Rica Development Regulations, and Planned Unit Development district ordinances;
- ~~vi) Decisions. Approve or deny plats, re-plats, and amendments to plats consistent with the Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.);~~
- vii) Surety. Assume responsibility for the custody and preservation of all Commission documents and papers;
- viii) Publications. Prepare, publish, and distribute reports, ordinances, and other material relating to the activities authorized by the Georgia Code;
- ix) Modification. The Planning & Zoning Commission may initiate modifications to the standards of this Zoning Ordinance.
 - (1) Modifications recommended by the Planning & Zoning Commission shall be subject to the approval of the City Council as a text amendment to the Zoning Ordinance.
- x) Other Duties. All additional duties as established by Georgia Code.

Sec. 2.03 - COMMUNITY DEVELOPMENT DIRECTOR

- 1) **ENFORCEMENT**. The Director of the Community Development department (referred to as the “Director” for the purposes of this Ordinance), including his/her designee(s), will have the principal responsibility for the administration and enforcement of this Ordinance within the Planning & Zoning Commission’s planning jurisdiction. The authority to perform inspections, review applications, and issue permits may be delegated to other officials by the Director. In the performance of these functions, the Director and his/her appointed officials shall be responsible to the Planning & Zoning Commission and the Villa Rica City Council. The duties delegated by the Planning & Zoning Commission to the Director, or his/her designee shall include, but not be limited to the following.
- 2) **BASIC DUTIES**
 - a) Interpretation. Provide interpretation of the “City of Villa Rica Zoning Ordinance” when necessary and provide such technical and clerical assistance as the Planning & Zoning Commission and Villa Rica City Council may require.
 - b) Maintenance. Provide and maintain a public information service relative to all matters of the Planning & Zoning Commission and arising out of the “City of Villa Rica Zoning Ordinance.”
 - c) Land Disturbance Permits. Reviewing, approving, or disapproving all Land Disturbance Permits and keeping permanent records of applications made and actions taken;

- d) Inspections. Conducting inspections of structures and properties to determine compliance with the requirements of this Ordinance and all approvals granted by the Planning & Zoning Commission, Villa Rica City Council, or other body (i.e. HPC) in the execution of its duties as established by this Ordinance and the Georgia Code;
- e) Record Keeping. Maintaining permanent and current records documenting the application of this Ordinance including, but not limited to, all maps, amendments, Special Exceptions, variances, and appeals;
- f) Planning & Zoning Commission Applications. Receiving, processing, docketing, and referring to the Planning & Zoning Commission all appropriate applications and other matters upon which it is authorized to act under this Ordinance and Georgia Code;
- g) Villa Rica City Council Applications. Receiving, processing, docketing, and referring to the Villa Rica City Council all appeals, variances, and Special Exceptions;
- h) ~~Administrative and Plat Committee.~~ Technical Advisory Committee (TAC). Receiving, processing, docketing, and referring all appropriate applications;
- i) Clerical & Technical Assistance. Providing all such clerical and technical assistance as may be required by the Villa Rica City Council, Planning & Zoning Commission, Legislative Bodies, or other body in the execution of its duties as established by this Ordinance and Georgia Code.
- j) Provide Information. Provide information to the Planning & Zoning Commission and the Villa Rica City Council and maintain permanent and current records arising from the administration of the “City of Villa Rica Zoning Ordinance,” including but not limited to, all maps, amendments, Improvement Land Disturbance Permits, Certificates of Occupancy, Certificates of Completion, Variances, Special Exceptions and appeals, and applications thereof, and records of hearings thereon.
- k) Planning and Zoning Commission Recommendations. The Director, or his designee, shall report the actions and recommendations of the Planning and Zoning Commission to the City Council at the time those recommendations are made to the council.
- l) Research and Analysis. Conduct research and collect and analyze, on a continuing basis, all pertinent data on the growth and development of the city in order to provide a foundation for a planning program.
- m) Fee Schedule. The Director shall maintain a schedule of fees for all applications, permits, and other processes outlined in this Ordinance.
 - i) Fee Basis. All fees shall be intended to reimburse the City for the time and cost of processing the required materials. In no instance shall a fee be used as a means of discouraging or encouraging any particular types of applications.
 - ii) Public Access. The fee schedule shall be made available to the public by the Director.
 - iii) Establishment and Revisions. The fee schedule shall be prepared by the Director and adopted by the Villa Rica City Council as applicable.
 - iv) Payment Required. Until all applicable fees have been paid in full, no action shall be taken on any application or petition.
 - v) Fines for Failing to Obtain a Permit. The Director may require any person who initiates construction of a structure or the alteration of land prior to obtaining any required permit to pay up to three (3) times the amount of the normal permit fee listed on the fee schedule as a penalty.

In addition to any other enforcement action, the Director may recover a reasonable attorney fee incurred in the enforcement of any provision of this Ordinance.

- n) Schedule of Meeting and Filing Dates. The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.
 - i) Coordination of Calendars. The calendars of the ~~Administrative and Plat Committee~~ **Technical Review Committee**, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.
 - ii) Conformance with Georgia Code. All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.
 - iii) Approval of Dates. The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council ~~(the Planning & Zoning Commission shall be responsible for approving a coordinated calendar for the Administrative and Plat Committee or other advisory/review committees)~~. The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.
- 3) APPEALING A DECISION OF THE DIRECTOR. Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 11.11 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.
- ~~a) **Exception.** Recourse from the decision of the Director regarding administrative review of Development Plans shall be appealed to the Planning & Zoning Commission.~~

Sec. 2.04 - VILLA RICA CITY COUNCIL

- 1) VILLA RICA CITY COUNCIL ESTABLISHMENT AND PROCEDURES
 - a) Refer to O.C.G.A. 45-12-200, et seq. and the City of Villa Rica City Council Rules of Procedure, as amended, for regulations and rules. The intent of this Section is not to establish the validity of the City Council, but to empower the City Council as the body of adjudication on appeals of the Zoning Ordinance, zoning processes, and/or decisions of the Community Development Director on matters of zoning appeal.
- 2) DUTIES OF THE VILLA RICA CITY COUNCIL
 - a) For the purpose of this Ordinance the Council has the following specific responsibilities:
 - i) Development Standards Variances.
 - (1) The Villa Rica City Council shall approve or deny variances from ~~the development standards (such as height, bulk, or area)~~ **all individual standards found within** of the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). **Variances shall not be granted from standardized procedural or administrative policies found within the Zoning Ordinance.** A variance may be approved only upon a determination in writing that:
 - (a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;
 - (b) 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

- (c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.
- (2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.
- ii) Appeals. The Villa Rica City Council shall hear and determine all appeals from any decision or action in the administration or enforcement of the Zoning Ordinance. The Villa Rica City Council shall hear and determine all appeals from the refusal to issue permits. The Council may decide appeals by reversing or affirming, wholly or in part, or by modifying such decision, action or refusal.
- iii) Special Exceptions. To grant, approve or deny all Special Exception permits as specified in each zoning district and under the procedures per *Section 11.09 – Special Exception Procedure* and the Villa Rica City Council Rules of Procedure.
- iv) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per Chapter XI: Petitions, Permits, and Procedures and the Villa Rica City Council Rules of Procedure.
- v) Annexation. Georgia's Zoning Procedures Act (ZPA), O.C.G.A. 36-66, defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPA.
- vi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.
- vii) Zoning Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia's Zoning Procedures Act. O.C.G.A. 36-66, and are subject to the final approval of the City Council.
- viii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure, and on matters associated with Written Commitments or the satisfaction of Conditions of Zoning adopted by the City Council.
- ~~ix) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.~~
- ~~x) Annexation. The Zoning Procedures Law defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPL.~~
- ~~xi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of~~

- ~~property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.~~
- ~~xii) Text Amendments.~~ City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in ~~Chapter XI: Petitions, Permits,~~ and subject the requirements of *Georgia Zoning Procedures Act (O.C.G.A 36-66)*, and are subject to the final approval of the City Council.
- ~~xiii) Final Plat.~~ The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure.
- 3) SUPPLEMENTARY CONDITIONS OF APPROVAL
- a) In granting any appeal or variance, the Villa Rica City Council may prescribe appropriate conditions of approval in conformity with this Ordinance. Violation of the conditions, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Georgia Food Industry Association Education Foundation
AGENDA DATE: February 7, 2023 (Tuesday), beginning at 6:00 PM EST

DATE PREPARED: January 27, 2023 (Friday)
PREPARED BY: Nyree Simpson, Licensing Specialist

PUBLIC HEARING: YES

PURPOSE: Application and public hearing for issuance of a limited pouring license to serve beer and wine one day one, on Wednesday, March 22, 2023. Event times are 7:00 AM until 3:00 PM. The location is the Mirror Lake Golf Club – 1000 Canongate Parkway, Villa Rica, GA 30180.

BACKGROUND: Georgia Food Industry Association (GFIA) has operated since 1912. GFIA is the sole association in Georgia dedicated to regulatory fairness in the food industry.

The Spring Golf Tournament which is to be held at Mirror Lake Golf Club, will host over 350 members, with a goal of raising funds to support the GFIA Education Foundation.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request for issuance of a one day limited pouring license, to the Georgia Food Industry Association Education Foundation.

Special Event Permit Application

City of Villa Rica



Special Event Title: _____

Company: Georgia Food Industry Education Foundation

Company Address: 5020 Highlands Pkwy SE Suite #200 Smyrna, ga 30082

Phone: 678-654-3316 Fax: _____

Location/Site Master: _____

Cell: _____ Email: _____

Location/Site Master: _____

Cell: _____ Email: _____

Type of Project:

☐ Fair	☐ Tour
☐ Grand Opening Celebration	☐ Race
☐ Parade	☐ March
☐ Rally	☐ Assembly
☐ Festival	☐ Concert
☐ Holiday Celebration	☐ Bicycle/Run
☐ Block Party	☒ Other: <u>golf event</u>

Description of Project: golf tournament

Location(s) of Project: Mirror Lake Golf Club

1000 Canongate Pkwy, Villa Rica GA 30180

☒ Commercial Location ☐ Residential Location ☐ City Park ☐ Other

Please Note: If your Special Event occurs at a residential location and contains any of the two listed items below, a meeting with the City Manager is required a minimum of one week in advance before your application can be accepted and processed.

- 1) Full and/or Partial Lane and Street Closures
- 2) Requested Variances to any City of Villa Rica Ordinance

Contact Name to schedule the meeting: _____

Phone Number: _____

Email: _____

Names of Attendees to attend the meeting: _____

List any Alteration of Vegetation or Building Modifications that could remain permanent after completion of the project:

Number of Tents: _____ Square Footage of Each Tent: _____

List Tent Locations: _____

Will Portable Restrooms (Porta Potties) be utilized? _____ Yes _____ No

If yes, please list placement and locations:

SPECIAL EVENT PREP:

Dates: From: Monday March 20th To: _____

Hours: From: 8:00 am/pm To: 5:00 am/pm

Dates: From: Tuesday March 21st To: _____

Hours: From: 8:00 am/pm To: 5:00 am/pm

Dates: From: _____ To: _____

Hours: From: _____ am/pm To: _____ am/pm

Describe preparation activity: prep work to set up event

SPECIAL EVENT:

Dates: From: Weds. March 22nd To: _____
Hours: From: 7:00 (am/pm) To: 3:00 (am/pm)
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm

Describe Special Event Activity:

golf tournament event

CLEAN-UP/CLOSE OUT:

Dates: From: Weds. March 22nd To: _____
Hours: From: 3:00 (am/pm) To: 5:00 (am/pm)
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm
Dates: From: _____ To: _____
Hours: From: _____ am/pm To: _____ am/pm

Describe clean-up/close out activity: remove trash, clean up
property

****Please Note:** The following three items must be provided when applicable:

- 1) Site Plan – Showing Special Event Location
- 2) Proof of Permission from Property Owner for use of the Special Event Location
- 3) Notification of Neighbors and Businesses affected by Special Event Location

Uses: (Please check applicable)

_____ Street Closure _____ Lane Closure _____ Other: _____

If any of the above are checked, please give a detailed description, including dates and times:

Services Required: (Please check applicable)

_____ City Police _____ City Parks _____ Fire Department
_____ Sanitation _____ Transportation _____ Other: _____

**City of Villa Rica shall be utilized if available

If any of the above are checked, please give a detailed description:

Elements and Special Effects or Stunts: (Please check applicable)

_____ Generator(s) _____ Special Lighting/Lighting Cranes
_____ Music Playback _____ Smoke/Fire/Pyro
_____ Vehicles _____ Animals
_____ Other: _____

If any of the above are checked, please give a detailed description:

Please list any Special Requests not already covered: _____

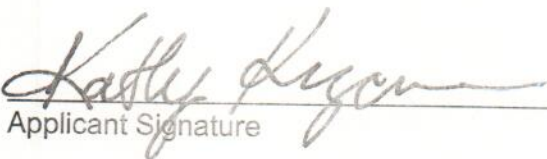
Please Note:

*The City reserves the right to deny any Special Event that is not within the best interests of the City and its Residents.

**No Event Permit shall be issued more than once per quarter at any one residential location and shall be of no more than 14 consecutive days in duration, unless otherwise previously requested and approved by the City Manager.

Hold Harmless Agreement

The applicant agrees to indemnify the City of Villa Rica and to be solely and absolutely liable upon any and all claims, suites and judgements against the City and/or the applicant for personal injuries and property damages arising out of or occurring during the activities of the applicant, his/her (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of Georgia laws, rules and regulations. This permit may be revoked at any time.


Applicant Signature

01 / 17 / 2023
Date

Permit Fee: \$100.00 per day
\$500.00 Sanitation Bond required if event occurs in a City Owned Park or Facility
For additional information, contact the Community Development Department at 770-459-7000.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Adoption of a Meeting Schedule for the Planning and Zoning Commission

CITY COUNCIL AGENDA DATE: February 7th, 2023

DATE: January 26, 2023

PREPARED BY: Ronald Johnson; Planning and Zoning Administrator

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

PUBLIC HEARING: NOT REQUIRED

PURPOSE: To adopt a meeting schedule for CY 2023 for the Planning and Zoning Commission.

BACKGROUND: Section 2.03 of the Villa Rica Zoning Ordinance requires that the Planning Commission and City Council approve a meeting schedule for the commission each year upon reorganization of the council and commission.

STAFF RECOMMENDATION: APPROVAL

IMPACT: Establishment of set meeting dates for the Planning and Zoning Commission.

MOTION: I move to approve the attached calendar, as presented by staff, of the 2023 meeting dates for the Planning and Zoning Commission.

Deadline for Filing Application		Legal Advertisement to Times-Georgian by noon:	Legal Ads to Post in Legal Section of Times-Georgia by:	Post Zoning Sign on the Property by:	City Council Submittal Deadline	City Council Meeting
Variance (30 day limit)	Special Use (30 day limit)					
12/9/2022	12/9/2022	12/22/2022	12/24/2022	12/26/2022	12/29/2022	1/10/2023
1/6/2023	1/6/2023	1/19/2023	1/21/2023	1/23/2023	1/26/2023	2/7/2023
2/10/2023	2/10/2023	2/23/2023	2/25/2023	2/27/2023	3/2/2023	3/14/2023
3/10/2023	3/10/2023	3/23/2023	3/25/2023	3/27/2023	3/30/2023	4/11/2023
4/7/2023	4/7/2023	4/20/2023	4/22/2023	4/24/2023	4/27/2023	5/9/2023
6/9/2023	6/9/2023	6/22/2023	6/24/2023	6/26/2023	6/29/2023	7/11/2023
7/7/2023	7/7/2023	7/20/2023	7/22/2023	7/24/2023	7/27/2023	8/8/2023
8/11/2023	8/11/2023	8/24/2023	8/26/2023	8/28/2023	8/31/2023	9/12/2023
9/1/2023	9/1/2023	9/14/2023	9/16/2023	9/18/2023	9/21/2023	10/3/2023
10/13/2023	10/13/2023	10/26/2023	10/28/2023	10/30/2023	11/2/2023	11/14/2023
11/10/2023	11/10/2023	11/23/2023	11/25/2023	11/27/2023	11/30/2023	12/12/2023
12/8/2023	12/8/2023	12/20/2023	12/22/2023	12/21/2023	TBD	1/9/2024

Deadline for Filing Application Rezoning (50 day limit)	Legal Advertisement to Times-Georgian by noon:	Legal Ads to Post in Legal Section of Times-Georgia by:	Post Zoning Sign on the Property by:	Planning Commission Meeting	City Council Submittal Deadline	City Council Meeting
10/31/2022	12/3/2022	12/5/2022	12/5/2022	12/20/2022	12/29/2022	1/10/2023
11/28/2022	12/29/2022	12/31/2022	1/2/2023	1/17/2023	1/26/2023	2/7/2023
1/2/2023	2/2/2023	2/4/2023	2/6/2023	2/21/2023	3/2/2023	3/14/2023
1/30/2023	3/2/2023	3/4/2023	3/6/2023	3/21/2023	3/30/2023	4/11/2023
2/27/2023	3/30/2023	4/1/2023	4/3/2023	4/18/2023	4/27/2023	5/9/2023
3/27/2023	4/27/2023	4/29/2023	5/1/2023	5/16/2023	6/29/2023	7/11/2023
5/1/2023	6/1/2023	6/3/2023	6/5/2023	6/20/2023	6/29/2023	7/11/2023
5/29/2023	6/29/2023	7/1/2023	7/3/2023	7/18/2023	7/27/2023	8/8/2023
6/26/2023	7/27/2023	7/29/2023	7/31/2023	8/15/2023	8/31/2023	9/12/2023
7/31/2023	8/31/2023	9/2/2023	9/4/2023	9/19/2023	9/21/2023	10/3/2023
8/28/2023	9/28/2023	9/30/2023	10/2/2023	10/17/2023	11/2/2023	11/14/2023
10/2/2023	11/2/2023	11/4/2023	11/6/2023	11/21/2023	11/30/2023	12/12/2023
10/30/2023	11/30/2023	12/2/2023	12/4/2023	12/19/2023	TBD	1/9/2024



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 Professional Services Agreement with RCS Productions, Inc.

AGENDA DATE: 1/1/2023

DATE PREPARED: 2/7/2023

PREPARED BY: Janet Chumley

AMOUNT: \$104,600.00

FUNDING SOURCE: General Fund

GL ACCOUNT #: 100-7550-523880

BUDGETED ITEM? Yes

PURPOSE: Approval of a professional services agreement with RCS Productions, Inc. of Dunwoody, Georgia for 2023 Main Street concert events at The MILL Amphitheater.

BACKGROUND: Main Street plans to run six major events at The Mill Amphitheater during the 2023 season that would require a professional sound and lighting package. They are:

1. West Georgia Jazz Festival on Saturday, April 29
2. Summer Concert #1 Saturday, June 3
3. Thomas A. Dorsey Birthplace Festival Saturday, June 24
4. Summer Concert #2 Saturday, July 22
5. Summer Concert #3 Saturday, August 5
6. Gold Rush Summer Concert #4 Friday, September 8

Outsourcing these services to an experienced production company will allow the city to share in RCS' economies of scale. We will benefit from the vendor's network of entertainers and equipment providers and take advantage of their knowledge of competing venues around the state.

The 2023 budget is \$109,700.00.

STAFF RECOMMENDATION: Staff recommends we engage RCS Productions, Inc. to provide sound, lighting, and entertainment for our six major events in 2023 in the amount of \$104,600.00.

IMPACT: Outsourcing these responsibilities will allow us to improve the quality of our six major concert events in 2023.

MOTION: I move to approve we authorize the mayor to execute an agreement with RCS Productions, Inc. of Dunwoody, Georgia to provide sound and lighting equipment, setup, and entertainment for six concert events at The MILL Amphitheater in 2023 in the amount of \$104,600.00.



CONTRACT

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

TODAYS DATE: December 19th 2022

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

ARTIST: Various

EVENT: City of Villa Rica 2023 Summer Concert Series

Date	Artist(s)	Concert Cost
Saturday April 29, 2023	Ken Ford, Trey Dahl, The Martans, 4 th artist tbd (West GA Jazz Fest)	\$14500.00
Saturday June 3, 2023	Hollywood Nights	\$12750.00
Saturday June 24, 2023	911 Band	\$3250.00
Saturday July 22, 2023	Deja Bluegrass	\$2750.00
Saturday August 5, 2023	Lakeside	\$23000.00
Friday September 8, 2023	Departure	\$7250.00

Artist Costs

\$63,500.00

VENUE:	The Mill Amphitheater	PERFORMANCE TIME:	8:00PM ~7pm for any support artists
PURCHASER:	City of Villa Rica	REPORT TIME	TBA
CONTACT:	Janet Chumley	RIDER ATTACHED	Yes
MOBILE:	678.785.1092	TICKET SCALING	N/A

FEE: \$ 63,500.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$ 31,750.00 **DUE:** February 27, 2023
PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$ 31,750.00 **DUE:** June 5, 2023
PAYABLE TO: RCS PRODUCTIONS

TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist & Artist Travel

RCS PRODUCTIONS TO SUPPLY: Sound, Lights, Stagehands, S&L Techs, Trucking, on site production/show coordinator, Backline for Ken Ford & Lakeside (under separate agreement)

PURCHASER TO SUPPLY: Stage, Power, Permitting, Artist Accommodations (Hollywood Nights & Lakeside) Hospitality, & Green room.

PURCHASER: City of Villa Rica
NAME: Gil McDougal

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Stephen Moore

x _____ DATE _____

ADDRESS:

571 W Bankhead Highway
Villa Rica, GA 30180

x _____ DATE _____

ADDRESS:

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

PURCHASER:

By: _____
Name: _____
Title: _____

ARTIST RIDER HIGHLIGHTS

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

PRODUCTION SERVICES

Permitting

Power

RCS Productions is providing production services under a separate agreement

PARKING:

Access for Band and Crew Trucks.

SECURITY:

As per city

MERCHANDISING AREA:

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

Accommodations:

Purchaser to provide hotel accommodations at a Holiday Inn Express or similar quality property for Hollywood Nights (13) rooms for one night, Lakeside – Eleven (11) rooms for Two (2) nights.

DRESSING ROOMS

Purchaser to provide private dressing room for Artist

HOSPITALITY:

Purchaser to provide Dinner and basic hospitality per Artist's rider to be advanced by RCS Productions. Please include RCS staff & crew in all meal numbers.

x _____
Gil McDougal – City of Villa Rica

x _____
Date



TODAYS DATE: January 30, 2023

PRODUCTION SERVICES AGREEMENT

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

CLIENT	VENUE	DETAILS
Gil McDougal City of Villa Rica, Ga 571 W Bankhead Hwy Villa Rica, GA 30180 770.459.7000	The MILL Amphitheater	Event Date(s): Below Load In Date: Day of Event(s) Load In Time: TBD Load Out Date: Day of Event(s) POC: Janet Chumley

The MILL 2023 Events

DESCRIPTION OF SERVICES

By Mutual agreement RCS Productions herein referred to as Producer will supply the following equipment & crew for the below mentioned engagements:

June 3, July 22 & Sep 8th shows

Concert Set Up

VUE AL Line array PA with 2 outfills
M32 Console with iPad
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage
Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
One (1) Lighting Desk
One (1) Audio tech
One (1) Lighting tech
One (1) Production coordinator
Four (2-4) Stagehands

\$18600 (total for 3 shows)

West Georgia Jazz Festival

Festival Set Up

VUE AL Line array PA with 2 outfills
M32 Console with iPad
On stage monitor console
On stage audio system with Mics, Monitors, Stands, Cabling, DI & Distribution
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage & Downstage (on ground)
One (1) Lighting Desk
One (1) Drum Kit (no cymbals or snare)
One (1) SVT Bass Rig
Backline For Ken Ford – backline tech
One (1) Audio tech
One (1) Lighting tech
One (1) Production coordinator
Four (2-4) Stagehands

\$7950.00

Thomas A Dorsey Birthplace Festival June 24th

Festival Set Up

VUE AL Line array PA with 2 outfills
M32 Console with iPad
On stage monitor console
On stage audio system with Mics, Monitors, Stands, Cabling, DI & Distribution
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage & Downstage (on ground)
One (1) Lighting Desk
One (1) Drum Kit (no cymbals or snare)
One (1) SVT Bass Rig
One (1) Audio tech
One (1) Lighting tech
One (1) Production coordinator
Four (2-4) Stagehands \$6275.00

Lakeside Concert August 5th

Concert Set Up

VUE AL 8 line array PA with 2 outfills
2 side fills
M32 console with iPad
On stage monitor console
On stage audio system with Mics, Monitors, Stands, Cabling, Di & Distribution
IE Monitor system per rider
Backline per Lakeside , Tech, Trucking
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage
Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
One (1) Lighting Desk
Two (2) Audio techs
One (1) Lighting tech
One (1) Production coordinator
Four (4) Stagehands \$8275.00

FEE:	\$41,100.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT:	\$20,050.00	DUE BY: 02.27.2023
PAYABLE TO:	RCS PRODUCTIONS	
BALANCE:	\$20,050.00	DUE BY: 06.03.2023
PAYABLE TO:	RCS Productions	
<u>PRODUCTION TO BE PAID IN FULL RAIN OR SHINE</u>		

ADDITIONAL REQUIREMENTS: Purchaser to provide:

Power & Electrical services
Adequate security to insure safety of gear
Include tech crew in any hospitality that is being provided to artist(s)

THE BELOW PERSON IS EIGHTEEN YEARS OF AGE OR OVER, AUTHORIZED TO ENTER INTO THIS AGREEMENT AND PERSONALLY GUARANTEES THE EXECUTION AND PAYMENT OF THE CONTENTS OF THIS CONTRACT.

PURCHASER: City of Villa Rica	RCS Productions
NAME Gil McDougal, Mayor	2312 Peachford Road Suite A
The MILL Amphitheater	Dunwoody GA 30338
571 W Bankhead Hwy	
Villa Rica, GA 30180	
770.459.7000	

X _____ *Date* _____ X _____

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR PRODUCTION NEEDS

ADDITIONAL TERMS AND CONDITIONS

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

By: _____
Name: _____
Title: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Wellness Program Agreement

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2022

PREPARED BY: Lena Taylor

AMOUNT: not to exceed \$16,175

GL ACCOUNT #: 610-1540-571040

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To present the agreement for review with Tanner Health System for biometric screenings and health fair for city employees.

BACKGROUND:

We have an existing wellness program agreement with Tanner Health Systems.

Previously the biometric screening was executed by Health 180. Due to an existing relationship with Tanner under our existing wellness program, it was beneficial to expand that agreement to include the biometric screening and the health fair.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the agreement with Tanner Health Systems for biometric screenings for an amount not to exceed \$16,175.

WELLNESS PROGRAM AGREEMENT

This **Wellness Program Agreement** (this “Agreement”) is made and entered into as of this 17th day of January, 2023 (the “Effective Date”) by and between **Tanner Medical Center, Inc.** a Georgia non-profit hospital (“Tanner”) and **City of Villa Rica** (“the City”)(each a “Party” and collectively, the “Parties”).

WHEREAS, City wishes to have a healthy workforce, and

WHEREAS, Tanner provides wellness and disease management programs to employers such as City, and

WHEREAS, Tanner desires to provide such wellness and disease management program services and as further described herein (the “Services”), and

WHEREAS, the City desires to engage Tanner to provide such Services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of the consideration being hereby acknowledged, Tanner and the City agree as follows:

1. Duties and Responsibilities of Tanner.

- a. Tanner shall provide to the City the Services identified on Exhibit A during the term of this Agreement.
- b. Tanner shall comply with all applicable federal, state and local statutes and regulations.

2. Payment for Services. The Parties hereby agree and acknowledge that, in exchange for the Services performed hereunder, the City shall pay Tanner in accordance with the terms set forth on Exhibit A.

3. Term and Termination.

- a. Except as provided in this Agreement, this Agreement shall be for a period of **one (1) year** and shall become effective as of the Effective Date.
- b. This Agreement may be terminated by either Party at any time, without cause, upon at least ninety (90) days prior written notice to the other Party.
- c. Either Party may terminate this Agreement immediately upon material breach by the other Party, where such breach is not cured within fifteen (15) days written notice from the non-breaching Party.

4. Independent Contractor Status.

- a. Each Party shall have exclusive control of its own management, assets, and affairs. Neither Party assumes any liability, by virtue of this Agreement, for any debts or other obligations incurred by the other Party to this Agreement. It is further understood that this Agreement in no way creates any type of employment, partnership, joint venture or other relationship between the Parties, other than that of independent contractors.

- b. It is expressly understood that in the performance of the Services, neither Party is the agent of the other Party.
- c. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other entity for any purpose while this Agreement is in effect.

5. Insurance and Indemnification.

- a. Each Party shall maintain appropriate and reasonable insurance covering the each Party's respective operations. Such insurance shall be verified by a certificate of insurance provided to the other Party upon request.
- b. Each Party shall indemnify and hold harmless the other Party from all claims, demands, actions and rights of action, damages, liabilities and expenses which shall or may arise by virtue of any negligent act or omission of such Party, (directly, or through or by its agents, employees or other representatives other than the other Party), or any act or omission that is outside the scope of or in breach of, the terms of this Agreement; provided, however, that the indemnifying party shall be notified promptly of the existence of such liability, claim, damage, loss, demand, action or right of action. This agreement to indemnify shall not adversely affect the application of any available insurance coverage with respect to any claim, action or proceeding, whether incurred or accruing prior to or following the Effective Date of this Agreement. Accordingly, no indemnification shall apply to any claim to the extent such claim is covered by such insurance. The provisions of this Section are not intended to nor shall be construed as applying for the benefit of any third party not a party to this Agreement.

6. No Requirement to Refer. This Agreement does not include any compensation from one Party to the other in exchange for the referral of patients for services.

7. Change in Laws. The Parties shall, in good faith, renegotiate any term or terms of this Agreement if it is reasonably determined that the term or terms violate or may violate any state or federal law or regulation. In the event the Parties are unable to renegotiate any material term or terms of this Agreement within twenty (20) days, this Agreement shall terminate automatically.

9. Notice. Any notice, payment, demand or communication required or permitted to be given by the provisions of this Agreement shall be in writing and will be effective on the date of receipt if sent or delivered, by United States mail, postage prepaid, certified or registered mail with return receipt requested, to the following addresses:

Tanner Medical Center, Inc.,
Attention: Tonya Fulks
148 Clinic Avenue
Carrollton, Georgia 30117

Either Party may change its address for purposes of notice by providing notice of the change of address to the other Party in writing at the address listed above.

10. Miscellaneous.

- a. **Entire Agreement.** This Agreement, including the Exhibits and Addendum attached hereto and incorporated herein by reference, contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts and understandings whether written or otherwise between the Parties relating to the subject matter hereof.
- b. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- c. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each Party and to their respective agents, successors and permitted assigns. Neither Party may assign its rights hereunder without the prior written consent of the other Party. The Parties agree that such consent shall not be unreasonably withheld.
- d. **Modification.** Any modification or amendment to this Agreement must be in writing and executed by the Parties.
- e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Georgia, County of Carroll, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia (Newnan Division), and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- f. **Severability.** In the event that any one or more of the provisions of this Agreement shall be unenforceable or invalid for any reason, such provision or portion thereof shall be modified in such manner as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.
- g. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- h. **Survival.** No termination or expiration of this Agreement shall affect any obligations that by their terms or nature extend beyond the date of termination to be effective.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers and representatives as of the day and year first referenced above.

Tanner Medical Center, Inc.

By: _____

Name: _____

Title: _____

City of Villa Rica

By: _____

Name: _____

Title: _____

Exhibit A – Selection of Services**Biometric Screenings**

Biometric screening will include:

Full Lipid Profile
Blood Sugar
Body Mass Index
Weight Circumference
Height and Weight
One on One Basic Coaching
Custom Report Card

Each report includes personalized health risk factors and customized suggestions on what your employees can do to improve their health and reduce health risks. Each participating employee will receive an individual “report card,” detailing their current health status and education on working toward important health goals. **Note: client agrees to use online registration for participants to ensure that participants are seen in a timely manner and alleviate wait times. Client agrees to provide an estimate of participating employees to ensure proper Tanner staffing for health assessments.**

Initial next to selected services:

☐ Biometric Screening Cost: \$40.00 per employee participant



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Replace Microsoft Surfaces with Apple iPads

AGENDA DATE: February 7th, 2023

DATE PREPARED: January 25th, 2022

PREPARED BY: Jim Chambers

AMOUNT: \$3,371.94 (one-time purchase), \$227.94 (monthly)

GL ACCOUNT #: 100-1110-531600 (one-time purchase), 100-1110-523210 (monthly)

FUNDING SOURCE: Contingency

BUDGETED ITEM? No

PURPOSE: To replace the Council's Microsoft Surfaces with Apple iPads.

BACKGROUND: Currently, the Mayor and Council use Microsoft Surfaces to access their City email, meeting agendas and related documents, etc. The Surfaces were purchased in 2017. Apple iPads provide a cleaner easier to view resolution than the Surfaces. This will create a more user-friendly environment for agendas and email.

\$499.00 per iPad

\$2,994.00 total for 6 iPads

\$377.94 for otter box cases (optional if you want to pick out your own)

3,371.94 total for iPads and cases

\$37.99 a month per device or \$227.94 a month for all 6.

STAFF RECOMMENDATION: Approval.

MOTION: I move to replace the Microsoft Surfaces with Apple iPads for \$3,371.94, including cases, and an additional \$227.94 per month for connectivity.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resell Microsoft Surfaces to Council

AGENDA DATE: February 7, 2023

DATE PREPARED: February 1, 2023

PREPARED BY: Jim Chambers

PURPOSE: To make the Microsoft Surfaces used by the council available for purchase by council members.

BACKGROUND: With the approval of the iPads for council members, the Microsoft Surfaces will be retired. If council members would like to purchase these after they are disjoined from the domain, they should be able to do so for \$75.00.

STAFF RECOMMENDATION: Approval.

MOTION: I move to make the Microsoft Surfaces available for purchase by council members, upon being disjoined from City of Villa Rica's domain, for \$75.00 each



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission Appointment

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

PREPARED BY: Tracie Ivey, Director of Parks & Recreation

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To reappoint a member to the Villa Rica Recreation Advisory Commission.

BACKGROUND: Dennis Brown is one of a six-member commission whose interests lie in Parks & Recreation leisure and passive opportunities for the citizens. The term for which Dennis Brown holds will expire January 31, 2023. Mr. Brown has reapplied for membership.

STAFF RECOMMENDATION: Staff recommends the reappointment of Dennis Brown to the Villa Rica Recreation Advisory Commission.

IMPACT: To continue to fill current vacancies of the commission so the membership can conduct business on behalf of and in conjunction with the Villa Rica Parks & Recreation Department and City of Villa Rica.

MOTION: I move to approve the reappointment of Dennis Brown as a board member to the Villa Rica Recreation Advisory Commission for the term February 8, 2023 – February 7, 2026.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: DENNIS C. BROWN

Occupation: RETORED EDUCATOR Employer: N/A

Home Address: 2717 MARWELL WAY City: VILLA RICA Zip: GA 30180

Home Phone: (678) 787-6666 Home E-Mail: dcbrown1941@gmail.com

Work Phone: () N/A Work E-Mail: N/A

Cell Phone: (678) 787-6666 Preferred E-Mail: ☐ Home ☐ Work

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

N/A

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

DENNIS C. BROWN

- a) Which Board(s) or Commission(s) do you wish to be appointed to? RECREATION ADVISORY
- b) How long have you been a resident of the City of Villa Rica? 21 Years 10 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

DENNIS C. BROWN

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

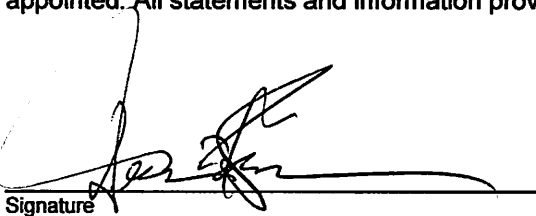
INTERESTED IN OPPORTUNITIES ATTRACTING AND MAINTAINING A
RETAINING RESIDENTS OF OUR VILLA RICA COMMUNITY.
HAVE BEEN A MEMBER OF THIS COMMISSION FOR THE LAST 3 YEARS
CONSIDER AND BE

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

NO PREFERENCES

APPLICANT STATEMENT

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


Signature

DENNIS C. BROWN
Printed Name

2/1/2023
Date

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

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

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

BOARD AND COMMISSION INFORMATION

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

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

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

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

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

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

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

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

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

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

City of Villa Rica

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

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

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission Appointment

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

PREPARED BY: Tracie Ivey, Director of Parks & Recreation

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica Recreation Advisory Commission.

BACKGROUND: The Villa Rica Recreation Advisory Commission has a vacancy on the Recreation Advisory Commission which needs to be filled.

STAFF RECOMMENDATION: Staff recommends Kerry Miller be added to the Villa Rica Recreation Advisory Commission to fill this vacancy.

IMPACT: To continue to fill current vacancies of the commission so the board can conduct business on behalf of and in conjunction with the Villa Rica Parks & Recreation Department and City of Villa Rica.

MOTION: I move to approve Kerry Miller as a board member to the Villa Rica Recreation Advisory Commission for the term February 8, 2023 – February 7, 2026.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Auction of 2 older score boards from Gold Dust Park on GovDeals
AGENDA DATE: 2/7/2023

DATE PREPARED: 1/31/2023
PREPARED BY: Charles Davis

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

PURPOSE: To auction these two older (1990-year model) scores boards that have been taken down, and no longer used, at Gold Dust Park to be sold on GovDeals.com to the highest bidder.

BACKGROUND: These have been removed from service and need to be disposed of through our usual method of auctioning them.

STAFF RECOMMENDATION: To list them for auction to the highest bidder on GovDeals.com

IMPACT: City will recoup some funds from the auction of these items.

MOTION: I move to approve listing the 2 removed score boards from Gold Dust Park on Govdeals.com, and be sold to the highest bidder.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 312-315

AGENDA DATE: 02-07-2023

DATE PREPARED: 01-14-2023

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.

FY22 Budget Amendment to cover Department Overages		<i>Amending FY22 budget for department overages. This is a housekeeping adjustment to close out the year for audit.</i>
Source of Funds:	Insurance Premium Tax - Excess Revenue	

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Amount</i>
312 100-1320-521200	City Manager -Professional Services	Expense	Increase	35,970
313 100-1530-521230	Legal - Attorney Fees	Expense	Increase	45,561
314 100-3520-571000	Intergovernmental - SDS DC Fire Services	Expense	Increase	86,825
315 100-316200	Insurance Premium Tax	Revenue	Increase	168,356

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. 312-315, 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 _____, 2023.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 Budget Amendments # 13-148

AGENDA DATE: 02-07-2023

DATE PREPARED: 01-14-2023

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To adopt a resolution amending the 2023 budget

MOTION: I move to adopt the resolution amending the 2023 fiscal year budget pursuant to Section 2-71 of the City Charter.

FY22 Rollover - Open Purchase Orders

Rollover FY22 open purchase orders. The funds have been reserved/assigned in fund balance for FY22.

Source of Funds: Assigned Fund Balance

Item	Account Name	Account Type		Amount
13 100-1110-521200	Mayor & Council - Professional Svcs.	Expense	Increase	12,930
14 100-1320-521200	City Manager - Professional Svcs.	Expense	Increase	21,315
15 100-1330-531400	City Clerk - Books & Periodicals	Expense	Increase	3,541
16 100-1535-521300	IT - Technical	Expense	Increase	838
17 100-1590-521300	Customer Service - Technical	Expense	Increase	8,895
18 100-3210-523400	Police - Printing & Binding	Expense	Increase	1,175
19 100-3210-531600	Police - Small Equipment	Expense	Increase	16,535
20 100-3210-531700	Police - Uniforms	Expense	Increase	48,344
21 100-3210-531710	Police - Supplies	Expense	Increase	1,681
22 100-4210-531710	Streets - Operating Supplies	Expense	Increase	1,400
23 100-4910-522240	Grounds - M/R Grounds	Expense	Increase	4,830
24 100-4910-531700	Grounds - Uniforms	Expense	Increase	46
25 100-6110-522240	Recreation Admin - M/R Grounds	Expense	Increase	6,117
26 100-6120-522240	Recreation Athletics - M/R Grounds	Expense	Increase	17,818
27 100-6120-531600	Recreation Athletics - Small Equipment	Expense	Increase	1,912
28 100-6120-531710	Recreation Athletics - Operating Supplies	Expense	Increase	7,320
29 100-6172-523880	Gold Museum - Contract Labor	Expense	Increase	1,030
30 100-7400-531100	Community Dev. - Supplies	Expense	Increase	5
31 100-7400-531600	Community Dev. - Small Equipment	Expense	Increase	398
32 100-7450-531100	Code Enforcement - Supplies	Expense	Increase	18
33 100-7550-523300	Main Street - Advertising	Expense	Increase	245
34 275-7540-572010	Tourism - Product Dev.	Expense	Increase	12,500
35 505-4115-521200	Utilities Admin - Professional Svcs.	Expense	Increase	102,808
36 505-4115-521300	Utilities Admin - Technical	Expense	Increase	11,129
37 505-4330-521200	Wastewater - Professional Svcs.	Expense	Increase	18,000
38 505-4330-522210	Wastewater - M/R Buildings	Expense	Increase	3,800
39 505-4330-522220	Wastewater - M/R Equipment	Expense	Increase	1,776
40 505-4420-522210	Water Treatmt - M/R Buildings	Expense	Increase	2,784
41 505-4440-521300	Dist. & Collection - Technical	Expense	Increase	9,974
42 505-4440-531700	Dist. & Collection - Uniforms	Expense	Increase	413
43 505-4440-531710	Dist. & Collection - Operating Supplies	Expense	Increase	5,051
44 560-4320-523850	Stormwater - Contract Labor	Expense	Increase	2,082
45 100-381000	Use of Fund Balance - Reserved/Assigned in FY22	Revenue	Increase	156,393
46 275-381000	Use of Fund Balance - Reserved/Assigned in FY22	Revenue	Increase	12,500
47 505-381000	Use of Fund Balance - Reserved/Assigned in FY22	Revenue	Increase	155,735
48 560-381000	Use of Fund Balance - Reserved/Assigned in FY22	Revenue	Increase	2,082

FY22 Capital Project Budget Rollovers

Rollover unfinished capital projects in the General Fund Capital Project Fund, SPLOST Funds, Water & Sewer Fund and Solid Waste Fund

Source of Funds: Assigned Fund Balance

Item	Account Name	Account Type		Amount
Administration				
49 321-1535-542500	15CSPLOST - Equipment - IT	Expense	Increase	6,604
Community Development & Bldg Maint.				
50 350-3210-542500	GF -Building Imp - PD & Courthouse Generator	Expense	Increase	152,221
51 350-7450-542200	GF - Vehicles - Code Enforcement	Expense	Increase	29,785
Economic Development				
52 322-6172-541200	16DSPLOST - Site Imp - PMGM - Mine Shaft Staircase	Expense	Increase	29,929
53 322-6172-541202	16DSPLOST - Site Imp - PMGM - Mine Shaft Entrance Enclosure	Expense	Increase	19,700
54 322-6172-541203	16DSPLOST - Site Imp - PMGM - Petting Zoo/Barn	Expense	Increase	4,827
55 322-6172-541205	16DSPLOST - Site Imp - PMGM	Expense	Increase	3,726
56 323-7520-541200	21CSPLOST - Economic Dev	Expense	Increase	1,000,000
Public Safety				
57 322-3210-542500	16DSPLOST - Equipment - PD Communication with DC	Expense	Increase	22,920
58 322-3210-542500	16DSPLOST - Equipment - Pending Project Allocation	Expense	Increase	5,940
59 322-3520-571000	16DSPLOST - DC Fire/EMS Capital Projects	Expense	Increase	459,913
60 350-3210-542500	GF - Equipment - PD Flock Safety Cameras (10)	Expense	Increase	27,500

Exhibit A

Proposed 2023 Budget Amendments

<u>Streets</u>				
61 321-4210-541410	15CSPLOST - Streets & Sidewalks - Carroll 15 SPLOST (i.e. Resurfacing)	Expense	Increase	395,731
62 321-4210-541411	15CSPLOST - Mirror Lake Connector	Expense	Increase	279,220
63 321-4210-542500	15CSPLOST - Message Boards - Mirror Lake Blvd & Punkintown	Expense	Increase	36,600
64 322-4210-541410	16DSPLOST - Streets & Sidewalks - Douglas SPLOST	Expense	Increase	474,686
65 323-4210-541407	21CSPLOST - Punkintown Road	Expense	Increase	3,891,168
66 323-4210-541410	21CSPLOST -Streets & Sidewalks - Carroll 21 SPLOST	Expense	Increase	3,000,000
67 335-4210-541405	Cap Roads - Streets - LMIG portion	Expense	Increase	185,633
68 350-4210-541400	GF - Traffic Calming	Expense	Increase	20,126
69 350-4210-541404	GF - North Loop - Villa Rica Bypass	Expense	Increase	7,159
70 350-4210-541200	GF - Material Bins for Avanti	Expense	Increase	12,054
<u>Parks & Recreation</u>				
71 321-6110-541320	15CSPLOST - Sites - Gold Dust - Doors & Doorframes	Expense	Increase	50,875
72 322-6110-541201	16DSPLOST - Conners Road Park	Expense	Increase	291,456
73 350-6110-541220	GF - Security fence around maintenance building at Gold Dust	Expense	Increase	9,389
74 350-6110-541320	GF - Renovate Basketball Concession Stand at Gold Dust	Expense	Increase	1,200
75 350-6110-541320	GF - Renovate Bathrooms at Gold Dust	Expense	Increase	2,691
76 350-6110-541320	GF - Replace flooring in Fitness Room at Gold Dust	Expense	Increase	3,500
77 350-6110-541330	GF - Renovate Civic Center bathrooms at VPlex	Expense	Increase	10,943
78 350-6110-541330	GF - Update all lights to LED lighting at VPlex	Expense	Increase	10,070
79 323-6120-541200	21CSPLOST - Park Improvements	Expense	Increase	925,400
80 350-6510-541200	GF - Fence @ Library	Expense	Increase	9,597
<u>Stormwater</u>				
81 560-4320-541420	Stormwater Improvements	Expense	Increase	95,791
82 560-4320-541420	Flowers Culvert	Expense	Increase	109,258
83 560-4320-541420	Temple Street (Los Cowboys) Drainage - Design	Expense	Increase	4,456
84 560-4320-541420	Pine Mtn. Drainage - Design	Expense	Increase	12,000
85 560-4320-541420	N Candler Street Drainage - Design	Expense	Increase	30,000
86 560-4320-541420	Old Tanyard Rd Culvert Replacement - Design	Expense	Increase	18,000
87 560-4320-541420	Mirror Lake Dam Drainage - Design	Expense	Increase	40,000
<u>Customer Service</u>				
88 321-1590-541410	15CSPLOST - Meter Replacement Program	Expense	Increase	12,600
89 322-1590-541410	16DSPLOST - Meter Replacement Program	Expense	Increase	44,960
90 505-1590-541410	W&S Meters - New Build	Expense	Increase	87,610
91 505-1590-541411	W&S Meters - Warranty Expirations	Expense	Increase	28,142
<u>Utilities Administration</u>				
92 505-4115-541405	N Ave Waterline Ext (incl C&S Water Main Rep NE Downtown) GEFA #1	Expense	Increase	2,248,005
93 505-4115-541410	West Plant Influent PC Simonton - GEFA #2	Expense	Increase	939,908
94 505-4115-541410	West Plant Rotary Drum Screen #3 - GEFA #2	Expense	Increase	305,000
95 505-4115-541400	Brennan Jones - Van Wert/Chapman - Lift Stations - GEFA #3	Expense	Increase	69,258
96 505-4115-541400	Brennan Jones - Shoreline Lift Station Replacement - GEFA #4	Expense	Increase	218,350
97 505-4115-541400	Carter & Sloope - Water Plant	Expense	Increase	404,671
98 505-4115-541400	Conners Rd/Hwy 78 Mini Roundabout - Design	Expense	Increase	12,483
99 505-4115-541400	Conners Rd/Hwy 78 Mini Roundabout - Utility Relocation	Expense	Increase	170,000
100 505-4115-541400	Carter & Sloope - Hickory Level Rd Water main Upgrade fr 6" to 12"	Expense	Increase	33,500
101 505-4115-541400	Brennan Jones - Sewer improv near Nalley Rd & Conner Rd area - Design	Expense	Increase	96,675
102 505-4115-541400	Supervisory Control & Data Acquisition (SCADA) System Upgrade	Expense	Increase	222,131
<u>Wastewater Treatment Plant</u>				
103 505-4330-541400	West Plant Influent Pump Addition	Expense	Increase	28,585
104 505-4330-541400	Town Branch Interceptor	Expense	Increase	4,500
105 505-4330-541400	Pump Station & Reline Wetwells/Manholes	Expense	Increase	289,985
106 505-4330-541200	Lift Stations - Pump Controls & Plant Equip Replacement	Expense	Increase	106,931
107 505-4330-541300	ARPA Funds - North Plant	Expense	Increase	4,095,836
108 505-4330-542500	Parkson Drum Screen Replacement	Expense	Increase	55,000
109 505-4330-541400	Vanwert Rd. Lift Station - Construction - GEFA #3	Expense	Increase	700,000
110 505-4330-541400	Vanwert Rd. Lift Station - Construction - Developer Portion	Expense	Increase	800,000
111 505-4330-541400	Twin Oaks II Pump Station Work Punch List	Expense	Increase	32,830
112 505-4330-542500	Portable Bypass Pump - Dri-Prime - Godwin Pump	Expense	Increase	86,432
113 505-4330-541400	Lamp Driver Kit	Expense	Increase	10,142
114 505-4330-542500	Portable Compact Sampler Bundle	Expense	Increase	6,929
<u>Water Treatment Plant</u>				
115 505-4420-541210	Lake Cowan Upgrades	Expense	Increase	172,858
116 505-4420-541300	Replace 3 Chemical Tanks	Expense	Increase	35,000
117 505-4420-541400	Dam Improvement Engineering	Expense	Increase	94,500
118 505-4420-541400	Replacement Motors / Drives / Pumps Etc.	Expense	Increase	14,633
119 505-4420-541400	Flow Control Valve & Flow Meter (Incl Engineering Svcs - Carter & Sloope)	Expense	Increase	10,540

Distribution & Collection

120	322-4440-541450	16DSPLOST - Water & Sewer Pipeline - Douglas County	Expense	Increase	566,775
121	505-4440-541460	Service Line & Meter Replacement Program	Expense	Increase	98,915
122	505-4440-541410	Commercial Meter	Expense	Increase	42,205
123	505-4440-541210	Site Improvements for D&C Office	Expense	Increase	25,619
124	505-4440-541470	Isolation Valve Replacements	Expense	Increase	65,000
125	505-4440-541450	Carter & Sloop - Water System Planning	Expense	Increase	5,569
126	505-4440-542500	HydraStop InsertaValve Equipment	Expense	Increase	41,891
127	321-381000	Use of Fund Balance	Revenue	Increase	781,630
128	322-381000	Use of Fund Balance	Revenue	Increase	1,924,832
129	323-381000	Use of Fund Balance	Revenue	Increase	8,816,568
130	335-381000	Use of Fund Balance	Revenue	Increase	185,633
129	350-391100	Capital Project Transfers In from General Fund	Revenue	Increase	296,235
130	505-1590-549999	W&S Customer Svc - Capital Outlay Distributed	Expense	Decrease	(115,752)
131	505-4115-549999	W&S Utilities - Capital Outlay Distributed	Expense	Decrease	(4,719,981)
132	505-4330-549999	W&S Wastewater - Capital Outlay Distributed	Expense	Decrease	(6,217,170)
133	505-4420-549999	W&S Water Treatment - Capital Outlay Distributed	Expense	Decrease	(327,531)
134	505-4440-549999	W&S Dist. & Coll - Capital Outlay Distributed	Expense	Decrease	(279,199)
135	560-4500-549999	Stormwater - Capital Outlay Distributed	Expense	Decrease	(309,505)
136	100-381000	Use of Fund Balance for Transfers to Fund 350 Capital Projects	Revenue	Increase	296,235
137	100-9000-611021	Transfer to GF Capital Project	Expense	Increase	296,235

Police Donation

Source of Funds: Donation - Walmart

Funds will be used for police supplies totaling \$1,000.

Item	Account Name	Account Type	Amount
138	100-371150	Police Contributions/Donations	Revenue Increase 1,000
139	100-3210-531710	Police Supplies	Expense Increase 1,000

Armis Vulnerability Management Solutions - IT Department

Source of Funds: Transfer from Capital Project Fund

01/10/23 Council approved Armis Software License & to use funding originally for server replacement. Therefore, transferring funds from Capital Fund to General Fund - IT Department.

Item	Account Name	Account Type	Amount
140	100-1535-521300	IT - Technical	Expense Increase 46,132
141	100-1535-531600	IT - Small Equipment	Expense Increase 8,868
142	100-9000-611021	Transfer to GF Capital Projects	Expense Decrease (55,000)
143	350-391100	Capital Project Transfer In	Revenue Decrease (55,000)
144	350-1535542500	IT - Equipment	Expense Decrease (55,000)

Rise-N-Shine

Source of Funds: Fund Balance- Assigned/Reserved

Funds collected/donated for Rise-n-Shine. Amount not spent at year-end is assigned in fund balance to rollover in the new budget year.

Item	Account Name	Account Type	Amount
145	100-7550-573010	Rise-N-Shine	Expense Increase 3,964
146	100-381000	Use of Fund Balance	Revenue Increase 3,964

Mirror Lake Community Association - Detention Ponds Maint. & Repair

Source of Funds: Fund Balance- Assigned/Reserved from Project Improvement Fees

Council approved agreement on Sept. 8th to transfer \$42k to Mirror Lake Community Association for the maintenance and repair of detention ponds 1 & 2. Funding source is Project Improvement Fees.

Item	Account Name	Account Type	Amount
147	100-4110-521200	Public Works - Professional Services	Expense Increase 42,000
148	100-381000	Use of Fund Balance	Revenue Increase 42,000

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2023 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2023 Budget on September 20, 2022, 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. 13-148, 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 _____, 2023.

Approved:

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Write off Customer Receivables

AGENDA DATE: 02-07-2023

DATE PREPARED: 01-23-2023

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: \$33,876.14

GL ACCOUNT #: 505-1590-574000 & 540-1590-574000

FUNDING SOURCE: Water & Sewer Fund and Sanitation & Solid Waste Fund

BUDGETED ITEM? Yes - \$51,300

PURPOSE: To write-off uncollectible customer accounts from October 2021 through September 2022. There are 173 accounts totaling \$33,876.14.

BACKGROUND: The City has improved collection methods for receivables over the past several years. Cycle billing was implemented in October 2017 and the delinquent time allowed was shortened significantly. Also, the deposit amount was increased in April 2018.

Villa Rica's Write Off History		
Time Period	Amt.	% of Rev.
Nov '17 - Sept '18	\$ 31,850	0.53%
Oct '18 - Sept '19	34,996	0.40%
Oct '19 - Sept '20	35,705	0.39%
Oct '20 - Sept '21	47,715	0.51%
Oct '21 - Sept '22	33,876	0.35%

Entity Comparison - Write Offs As a % of Revenue				
Entity			Range	Avg.
City of Carrollton			0.10% - 0.51%	0.31%
Carroll County Water Authority			0.35% - 0.51%	0.43%
City of Villa Rica			0.35% - 0.53%	0.44%
Douglasville/DC Water Sewer Authority			0.75% - 0.93%	0.91%

STAFF RECOMMENDATION: To write off the uncollectible amounts as part of the year-end procedures.

MOTION: I move to authorize staff to write off the 173 uncollectible accounts totaling \$33,876.14, as presented.

Sanitation/SW and Water Sewer - FY22 Write Off Customer Receivables

Customer #	Service Address	Balance	Garbage	Water/Sewer	Last Pmt Date	Last Pmt \$	Final Bill Date
8.700236.01	2636 THREE WOOD DR	1,311.84	71.26	1,240.58	03/04/22	(200.00)	04/01/22
1.404118.01	318 THOMAS DORSEY DR #8	1,273.01	-	1,273.01	07/13/22	(100.00)	09/06/22
8.800038.23	2222 CORKSCREW WAY	1,105.33	82.45	1,022.88	07/19/22	(230.00)	09/22/22
4.500011.17	137 PIN OAK TRAIL	756.27	105.43	650.84		-	02/22/22
1.327654.23	209 E WILSON ST#32	695.32	-	695.32	10/27/21	669.04	11/17/21
1.339084.18	209 E WILSON ST#106	670.14	-	670.14	04/11/22	(100.00)	08/18/22
1.311200.04	2236 OLD SCENIC DR	654.16	-	654.16	01/21/22	(164.89)	11/01/21
2.104800.44	206 PEACHTREE ST	633.00	94.28	538.72	05/16/22	(311.91)	09/12/22
9.200069.05	117 MILLWHEEL DR	592.84	118.76	474.08	03/08/22	(239.78)	04/07/22
1.339115.11	209 E WILSON ST#141	582.78	-	582.78	07/29/21	(100.00)	02/04/22
3.401705.31	403 ROCKMART RD #B	514.87	126.75	388.12	04/25/22	(72.16)	07/07/22
8.270009.09	1033 SOUTHWOOD DR	512.21	70.41	441.80	05/27/22	(205.00)	08/12/22
8.800046.11	2242 CORKSCREW WAY	504.79	91.47	413.32	05/27/22	(288.00)	08/01/22
8.250008.12	1014 SYCAMORE LANE	501.53	106.90	394.63	01/10/23	41.53	08/16/22
1.401500.17	439 THOMAS DORSEY DR	459.28	73.76	385.52	12/06/21	(71.45)	02/16/22
1.328520.19	317 THOMAS DORSEY DR	457.66	82.91	374.75	04/29/22	(249.73)	07/08/22
9.290050.06	118 BROOKHAVEN DR	450.80	97.79	353.01	07/06/22	(120.94)	09/19/22
5.407900.16	919 FIRST ST	447.37	120.23	327.14	06/14/22	(274.00)	09/06/22
9.320166.01	326 AUGUSTA WOODS DR	442.57	25.65	416.92	06/20/22	(146.67)	07/27/22
8.250047.14	2032 SWEET BAY DR	436.84	96.23	340.61	09/03/21	(131.65)	03/08/22
8.700231.10	2645 THREE WOOD DR	436.17	51.25	384.92	08/15/21	(224.20)	10/01/21
8.150609.14	1123 CARRINGTON WAY	434.38	63.74	370.64	11/03/21	(200.00)	02/23/22
9.200100.16	215 MILLWHEEL DR	430.56	128.13	302.43	06/07/22	(130.00)	09/14/22
9.100051.01	373 JADA LN	426.32	74.14	352.18	07/28/22	413.00	08/01/22
9.310180.13	204 RALEIGH WAY	408.80	39.75	369.05	01/29/22	(284.54)	02/08/22
9.320014.01	246 AUGUSTA WOODS DR	395.93	19.76	376.17	05/19/22	(212.00)	06/02/22
2.202600.25	618 SPRING ST	386.06	93.92	292.14	10/20/21	(160.00)	01/14/22
3.109600.12	926 N LASSETTER CIR	383.85	91.32	292.53	09/28/21	(169.81)	02/16/22
5.209802.22	651 OLD TOWN RD #C	344.51	70.55	273.96	04/21/22	(133.76)	08/19/22
5.209400.02	615 OLD TOWN RD	333.68	43.88	289.80		-	08/15/22
8.150615.07	1112 CARRINGTON WAY	329.35	95.18	234.17	12/06/21	(358.47)	03/08/22
2.240052.07	657 AMBERWOOD DR	328.19	48.57	279.62	02/13/22	(158.90)	05/03/22
9.000142.17	748 NEWPORT DR	324.00	29.48	294.52	12/29/22	(20.53)	09/06/22
5.203800.08	616 OLD TOWN RD	310.48	73.15	237.33	03/03/22	(191.43)	05/16/22
9.270196.20	196 ALTON CIRCLE	300.77	122.38	178.39	04/15/22	(150.00)	07/25/22
8.090029.07	2154 SHOREHAVEN ST	293.25	38.32	254.93	10/15/21	(101.00)	11/03/21
9.290101.01	111 BROOKHAVEN DR	290.40	59.25	231.15	06/21/22	(100.00)	08/05/22
9.100049.01	369 JADA LN	285.52	67.34	218.18	08/19/22	(140.00)	09/20/22
8.270134.07	1056 SOUTHWOOD DR	283.64	52.96	230.68	12/07/21	(130.00)	02/11/22
6.601600.11	19 MELLERAY CT	276.33	36.22	240.11	02/09/22	(342.31)	04/16/22
9.000024.10	500 WESTON CT	272.45	56.35	216.10	02/25/22	(121.30)	04/06/22
6.603600.23	177 MELLERAY CT	270.09	49.11	220.98	01/06/22	(234.93)	03/23/22
2.309000.09	406 WESTVIEW DR	266.62	45.65	220.97	09/19/21	(128.78)	11/09/21
1.328204.16	225 E WILSON ST#4	264.47	-	264.47	10/04/21	(79.56)	01/26/22
5.205000.04	520 PATE DR	263.70	82.29	181.41	04/05/22	(56.42)	08/09/22
1.327623.17	209 E WILSON ST#13	263.06	-	263.06	06/29/22	(190.00)	07/25/22
8.260038.03	302 HAWKS RIDGE	262.42	53.28	209.14	08/27/21	(225.00)	11/17/21
4.500009.02	149 PIN OAK TRAIL	258.23	51.47	206.76	01/15/22	(61.00)	03/07/22
1.108100.08	416 DARDEN ST	240.07	81.45	158.62	09/24/21	(66.85)	02/28/22
8.250018.13	1034 SYCAMORE LANE	235.98	41.91	194.07	12/03/21	(134.71)	01/13/22
4.302950.10	104 LOUISE ST	231.06	70.90	160.16	03/29/22	(190.49)	07/12/22
9.100016.08	504 BRADY DR	227.89	43.55	184.34	11/08/21	(118.19)	12/09/21
3.402000.25	413 ROCKMART RD #A	220.07	71.87	148.20	03/03/22	(50.00)	04/19/22
9.200097.11	209 MILLWHEEL DR	219.89	64.87	155.02	03/01/22	(264.89)	06/01/22
5.209809.30	651 OLD TOWN RD #J	216.97	53.63	163.34	11/10/21	(102.00)	02/11/22
9.320024.02	234 AUGUSTA WOODS DR	209.79	45.44	164.35	03/05/22	(357.96)	06/20/22
1.400700.14	411 THOMAS DORSEY DR	206.95	78.66	128.29	10/01/21	(74.19)	02/01/22
8.270137.03	1044 SOUTHWOOD DR	205.60	56.99	148.61	02/22/22	(173.23)	03/31/22
9.270224.01	224 ALTON CIRCLE	194.67	42.12	152.55	11/04/21	(180.00)	01/26/22
9.200051.07	178 WHETSTONE WAY	192.56	41.07	151.49	02/03/22	(526.93)	04/25/22
9.200133.16	236 MILLWHEEL DR	186.40	46.97	139.43	11/07/21	(34.00)	12/03/21
3.119200.11	624 CLEARVIEW ST	180.90	31.82	149.08	04/29/22	(149.09)	06/20/22
9.120003.20	9600 POOLE RD	179.81	59.86	119.95	04/14/22	(60.80)	09/01/22
1.400800.04	738 PARKER ST	177.46	93.76	83.70	09/03/21	(100.00)	02/01/22
3.400200.01	102 JONES ST	171.31	71.21	100.10	10/21/21	(226.46)	03/01/22
3.110661.05	661 SOUTH ST	169.43	32.71	136.72	02/28/22	(211.00)	04/16/22

Sanitation/SW and Water Sewer - FY22 Write Off Customer Receivables

Customer #	Service Address	Balance	Garbage	Water/Sewer	Last Pmt Date	Last Pmt \$	Final Bill Date
2.300400.26	510 SPRING ST	167.84	39.55	128.29	02/28/22	(23.00)	04/01/22
8.150574.19	2064 DARTMOTH WAY	166.47	103.33	63.14	09/02/21	(344.15)	02/02/22
2.220045.01	287 BERKLEY DR	166.33	25.49	140.84	09/20/21	(218.38)	10/19/21
4.201900.19	210 W GORDON ST	165.67	56.88	108.79	11/10/21	(100.14)	02/24/22
8.800180.09	1113 CORKSCREW WAY	160.44	29.14	131.30	11/24/21	(250.00)	12/29/21
9.000060.15	177 CONCORDE DR	159.80	17.22	142.58	01/03/23	(159.80)	09/07/22
9.000144.07	756 NEWPORT DR	158.92	38.92	120.00	07/29/22	(52.33)	09/02/22
2.230025.17	377 OAKHAVEN WAY	158.69	53.63	105.06	06/09/22	(238.43)	09/14/22
5.207200.24	404 N DOGWOOD ST	157.73	72.00	85.73	05/16/22	(154.87)	08/08/22
9.300062.03	777 CRYSTAL BAY RD	157.39	29.62	127.77	06/02/22	(81.00)	07/06/22
8.250042.13	2023 SWEET BAY DR	156.09	38.92	117.17	04/12/22	(216.00)	05/12/22
1.209400.12	216 ATLANTA ST	155.74	61.18	94.56	09/16/21	(102.00)	12/30/21
9.320160.02	338 AUGUSTA WOODS DR	153.99	27.14	126.85	05/02/22	(99.06)	06/21/22
1.400400.26	737 SPRING ST	149.17	44.59	104.58	08/08/22	(120.00)	09/06/22
4.208600.32	530 W CHURCH ST #B-LEFT	146.68	49.20	97.48	03/03/22	(79.21)	06/09/22
1.109250.10	395 DARDEN ST	144.83	32.40	112.43	04/29/22	(76.00)	06/01/22
9.320099.02	517 FIRETHORN CT	142.48	23.03	119.45	07/14/22	(152.00)	08/05/22
1.339090.19	209 E WILSON ST#112	138.66	-	138.66	06/09/22	(219.20)	07/01/22
9.000097.01	338 RIVER TRACE DR	138.45	38.02	100.43	06/15/22	(79.27)	09/09/22
9.200084.15	150 MILLWHEEL DR	135.91	18.95	116.96	05/07/22	(117.00)	06/02/22
9.100045.01	360 JADA LN	134.95	33.91	101.04	07/29/22	(70.00)	09/12/22
1.339067.23	209 E WILSON ST#89	132.08	-	132.08	08/16/21	(84.13)	11/12/21
9.320171.03	316 AUGUSTA WOODS DR	130.71	46.09	84.62	12/15/21	(201.33)	03/24/22
8.800163.10	1209 BORDEAU WAY	130.46	51.37	79.09	12/11/21	(193.63)	03/14/22
1.339119.13	209 E WILSON ST#145	122.30	-	122.30	09/19/22	(50.00)	03/07/22
6.101000.02	114 PINE LN	118.73	-	118.73		-	08/01/22
9.140139.09	9880 RIVERCLIFF LN	116.93	22.51	94.42	05/23/22	(143.59)	07/08/22
4.103100.31	507 NORTHSIDE PL	113.47	48.96	64.51	08/06/21	(38.29)	12/29/21
8.800073.22	2419 NAPA VALLEY DR	113.37	36.04	77.33	08/29/22	187.20	08/31/22
9.320133.02	1012 NANDINA CT	110.97	33.77	77.20	07/15/22	(165.02)	08/29/22
2.220086.08	236 BERKLEY DR	110.61	44.23	66.38	09/16/21	(90.59)	01/16/22
9.310063.02	607 SAVANNAH DR	110.56	27.67	82.89	04/19/22	(182.79)	06/17/22
6.000032.09	404 JACKIE LN	110.48	-	110.48	01/27/22	(169.89)	06/02/22
8.250045.04	2029 SWEET BAY DR	108.27	18.66	89.61	09/29/21	(391.58)	11/02/21
9.290061.01	146 BROOKHAVEN DR	106.44	19.16	87.28	06/07/22	(181.00)	06/28/22
1.323908.08	78 SOUTHSIDE DR	104.23	-	104.23	05/19/22	(140.00)	09/08/22
9.270116.04	116 ALTON CIRCLE	97.89	22.48	75.41	12/14/21	(105.00)	01/24/22
1.339115.12	209 E WILSON ST#141	95.84	-	95.84		-	04/29/22
3.116600.19	731 MEADOWLARK DR	95.26	30.39	64.87	07/09/22	(235.90)	08/26/22
1.327654.20	209 E WILSON ST#32	94.03	-	94.03	04/20/18	(3.24)	02/28/22
9.120009.07	9425 PEBBLE CREEK CT	91.15	36.33	54.82	11/05/21	(157.79)	01/18/22
1.327621.22	209 E WILSON ST#11	86.84	-	86.84	04/16/22	(98.00)	06/09/22
2.240035.01	619 AMBERWOOD DR	86.07	-	86.07	01/20/21	(900.00)	01/24/22
4.102900.34	506 NORTHSIDE PL	81.38	22.08	59.30	07/16/21	(194.23)	10/12/21
5.107410.21	1218 DALLAS HWY	78.23	-	78.23	06/13/22	(48.48)	08/12/22
2.220054.04	327 BERKLEY DR	77.56	19.27	58.29	06/17/22	(158.29)	06/27/22
4.107900.08	510 DALLAS HWY	77.56	22.35	55.21	12/06/21	(92.02)	02/09/22
9.140150.11	3455 CASCADE TRAIL	75.08	32.37	42.71	08/25/22	(50.00)	09/15/22
9.220074.11	703 SYCAMORE DR	74.62	34.45	40.17		-	02/28/22
4.302800.09	96 ANDERSON RD	73.16	13.94	59.22	10/22/21	(125.00)	11/12/21
8.250010.21	1018 SYCAMORE LANE	72.76	11.77	60.99	08/08/22	(99.21)	08/02/22
4.106400.10	325 WALKER ST	72.21	15.49	56.72	04/21/22	(165.11)	06/03/22
5.401175.03	68 BROOKSIDE WAY	71.94		71.94	01/27/22	(95.36)	06/10/22
9.320014.02	246 AUGUSTA WOODS DR	71.79	33.80	37.99		-	08/26/22
9.000118.08	618 MEADOWS CT	69.27	15.67	53.60	01/29/22	(100.00)	03/07/22
3.309000.07	108 S VILLA RD	69.03	-	69.03	04/21/22	(89.14)	06/14/22
2.101600.03	311 PEACHTREE ST	67.70	31.03	36.67	07/21/22	(164.24)	08/29/22
1.328207.14	225 E WILSON ST#7	64.55	-	64.55	01/21/22	(100.00)	02/02/22
2.220002.15	115 BERKLEY DR	64.41	17.30	47.11	04/28/22	(67.75)	05/17/22
1.218350.03	350 S WILSON ST	60.89	23.90	36.99	05/18/22	(121.45)	05/31/22
9.270163.02	163 ALTON CIRCLE	57.04	23.22	33.82	12/14/21	(209.11)	04/12/22
8.140707.09	2670 NEIGHBORHOOD WALK	56.91	22.70	34.21		-	02/02/22
4.201500.30	100 E GORDON ST #A	56.78	12.95	43.83	09/15/21	(77.87)	11/01/21
2.220040.11	267 BERKLEY DR	56.40	13.99	42.41	03/22/22	(222.46)	05/03/22
9.000019.01	213 WINCHESTER DR	56.35	18.99	37.36	05/25/22	(66.36)	06/09/22
3.118500.08	650 CLEARVIEW ST	56.00	28.91	27.09	12/15/21	(47.68)	03/22/22

Sanitation/SW and Water Sewer - FY22 Write Off Customer Receivables

Customer #	Service Address	Balance	Garbage	Water/Sewer	Last Pmt Date	Last Pmt \$	Final Bill Date
2.240025.09	411 RIDGEWOOD DR	55.75	11.08	44.67	12/14/21	(195.02)	01/27/22
6.102800.30	217 RIDGE DR	51.88	-	51.88	06/09/22	(40.00)	06/30/22
6.000007.22	401 PEGGY LN	51.75	-	51.75	08/20/21	(281.66)	12/21/21
8.250040.12	2019 SWEET BAY DR	51.22	19.24	31.98		-	03/18/22
9.230029.11	5109 HARVEST COURT	47.78	5.74	42.04	08/17/22	(116.09)	09/16/22
8.800011.10	2411 NAPA VALLEY DR	42.89	12.90	29.99	11/26/21	(84.38)	02/02/22
1.103900.11	517 RUSSELL ST	42.44	14.12	28.32	06/29/22	(146.06)	08/09/22
5.407800.13	913 FIRST ST	40.47	13.03	27.44		-	11/01/21
6.504800.15	15 BELL CT	36.48	-	36.48	03/02/22	(70.00)	03/23/22
1.339023.24	209 E WILSON ST#59	34.24	-	34.24	03/18/22	(67.15)	05/13/22
9.310045.06	221 RALEIGH WAY	33.90	7.08	26.82	05/18/22	(237.95)	06/17/22
6.000004.07	1503 EVELYN DR	32.31	-	32.31	02/09/22	(104.82)	05/04/22
1.327652.20	209 E WILSON ST#28	30.61	-	30.61	06/06/18	(13.00)	03/03/22
1.103900.13	517 RUSSELL ST	29.02	8.88	20.14		-	09/19/22
8.800015.03	2306 VINEYARD CT	28.51	9.84	18.67	09/15/21	(94.76)	11/18/21
9.320095.04	525 FIRETHORN CT	28.05	12.99	15.06		-	12/10/21
6.106700.06	1274 LAKE PARADISE RD	27.97	-	27.97	05/02/22	(50.00)	09/21/22
3.309700.05	10 S VILLA RD	27.83	-	27.83	10/05/21	(67.89)	10/14/21
9.300132.17	708 CRYSTAL BAY RD	25.90	3.80	22.10	07/31/22	(376.33)	09/06/22
8.800051.06	2247 CORKSCREW WAY	21.95	6.26	15.69	09/01/22	(98.63)	09/30/22
1.320600.26	843 CARROLLTON-V R HWY	18.77	-	18.77		-	09/30/22
3.112300.06	978 S LASSETTER CIR	16.44	-	16.44	04/05/22	(516.11)	03/22/22
9.000080.17	429 REMINGTON CT	16.18	2.13	14.05	11/16/21	(85.39)	12/20/21
5.205800.19	519 ROCKMART RD	13.90	3.86	10.04	09/13/21	(64.85)	10/28/21
9.300048.05	709 CRYSTAL BAY RD	11.90	2.04	9.86	05/13/22	(114.83)	06/02/22
1.108500.13	410 DARDEN ST	11.06	11.06	-	03/08/22	(41.91)	06/17/22
2.108800.41	204 S CANDLER ST	10.79	1.46	9.33	07/08/22	(234.34)	08/09/22
5.209802.21	651 OLD TOWN RD #C	10.47	4.16	6.31	01/21/22	(170.28)	02/25/22
1.339105.09	209 E WILSON ST#131	9.19	-	9.19	06/14/22	(26.21)	09/07/22
1.312961.21	109 EVERGREEN DR	8.69	-	8.69	06/15/22	(84.41)	09/08/22
9.320126.01	303 AUGUSTA WOODS DR	8.09	-	8.09	07/13/22	(120.00)	07/21/22
9.200065.11	122 WHETSTONE WAY	6.85	2.90	3.95	02/22/18	(11.31)	01/13/22
5.305000.14	160 SUNNY LN	6.70		6.70	04/22/22	(61.35)	05/09/22
5.209804.15	651 OLD TOWN RD #E	6.41	-	6.41	02/16/22	(213.59)	03/31/22
1.339129.20	209 E WILSON ST#155	6.34	-	6.34	09/16/21	(229.90)	11/19/21
5.209400.00	615 OLD TOWN RD	6.06	0.60	5.46	04/06/22	(228.81)	03/09/22
3.113000.16	407 ARROW BEND	3.72	-	3.72	07/11/22	(150.00)	09/12/22
4.107800.03	516 DALLAS HWY	2.65	-	2.65	12/24/21	69.81	01/20/22
6.102600.05	103 PINE LN	1.95	-	1.95	04/29/22	(60.00)	09/07/22
1.327674.19	209 E WILSON ST#44	1.83	-	1.83	09/21/21	(90.00)	10/15/21
9.299978.03	161 BROOKHAVEN DR	0.01	0.01	-	02/14/22	(59.93)	02/17/22

173 Accts.

TOTALS \$ 33,876.14 \$ 5,868.65 \$ 28,007.49

FY22 Revenue (User Fees)		
Total	Sanitation/SW	Water & Sewer
\$ 9,771,463	\$ 1,555,920	\$ 8,215,543
0.35%	0.38%	0.34%

Villa Rica's Write Off History		
Time Period	Amt.	% of Rev.
Nov '17 - Sept '18	\$ 31,850	0.53%
Oct '18 - Sept '19	34,996	0.40%
Oct '19 - Sept '20	35,705	0.39%
Oct '20 - Sept '21	47,715	0.51%
Oct '21 - Sept '22	33,876	0.35%

Entity Comparison - Write Offs As a % of Revenue		
Entity	Range	Avg.
City of Carrollton	0.10% - 0.51%	0.31%
Carroll County Water Authority	0.35% - 0.51%	0.43%
City of Villa Rica	0.35% - 0.53%	0.44%
Douglasville/DC Water Sewer Authority	0.75% - 0.93%	0.91%



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: GEFA Loan No. GF2022008

AGENDA DATE: 02/07/2023

DATE PREPARED: 01/31/2023

PREPARED BY: Jennifer Hallman

AMOUNT: \$3,000,000

GL ACCOUNT #: 505-4115-541406

FUNDING SOURCE: Water and Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To approve a resolution to execute the loan agreement with Georgia Environmental Finance Authority (GEFA) for \$3,000,000 for the North Bypass and Hwy 78 & Conners Road roundabout utility relocation.

BACKGROUND: In 2020, the City of Villa Rica was designated as a WaterFirst Community. One of the major benefits of the designation is the ability to borrow money at a reduced interest rate.

The City has many water and sewer infrastructure needs. This project is for water main and sanitary sewer force main relocations as required for 2 different GDOT road projects – Villa Rica North Bypass and Hwy 78 & Conners Road Roundabout. The utility relocations have been designed and incorporated into the GDOT road plans. GDOT will be bidding the work, overseeing construction, and providing contract administration with the selected road contractors.

Loan No: GF2022008

Borrowing: \$3,000,000

Loan Origination Fee: \$37,500

Interest Rate: 2.42%

Terms: 20 years

STAFF RECOMMENDATION: Approval.

IMPACT: Provides \$3,000,000 for the North Bypass and Hwy 78 & Conners Road roundabout utility relocation project at a very low interest rate.

MOTION: I move to approve the resolution allowing the Mayor to execute the agreement for Loan No. GF2022008 with the Georgia Environmental Finance Authority.

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

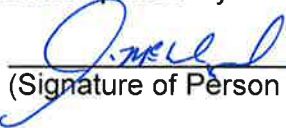
At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of ____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$3,000,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note, are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)


(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Secretary/Clerk



Brian P. Kemp **Hunter Hill**
Governor Executive Director

January 23, 2023

Mr. Tom Barber
City Manager
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Re: City of Villa Rica – Loan No. GF2022008

Dear Mr. Barber:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Georgia Fund loan in the amount of \$3,000,000 on January 23, 2023. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of \$37,500 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
3. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
4. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$15,780.44 per month throughout the life of repayment.



5. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1035 or bwoodham@gefa.ga.gov.

Sincerely,



Brian Woodham
Project Manager

Enclosures

Cc: Matt Smith, PE/Carter and Sloope (w/o enclosures)



DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.



- ☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.
- ☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms.
- ☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf
- ☐ Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.



Recipient Execution Checklist

Borrower Name: City of Villa Rica

Loan Number: GF2022008

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents.

____ **(2) Loan Agreements**

- ☐ Both loan agreements are signed and marked with the borrower's seal

____ **Exhibit E: Opinion of Borrower's Counsel**

- ☐ Signed, dated, and on the attorney's letterhead

____ **Exhibit F: Resolution of Governing Body**

- ☐ Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attester. The same people must sign all the documents.**

____ **Promissory Note**

- ☐ Signed, dated, and marked with the borrower's seal

____ **IRS 8038-G Form**

- ☐ Sections #3a, #3b, #10a, and #10b are completed
☐ Signed and dated by the mayor, chairman, sole commissioner, or director

____ **Tax Certificate**

- ☐ Signed, dated, and marked with the borrower's seal

____ **Signature Card**

- ☐ Completed, box checked, attested (not one of the signers), and dated

____ **Vendor Authorization for ACH Electronic Funds Transfer**

- ☐ Completed, signed, and dated with a voided check/deposit ticket attached

____ **Letter from Borrower's Auditor**

- ☐ GEFA project manager will provide a template.

____ **Project Performance Worksheet**

- ☐ <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>



GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF VILLA RICA

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated 20____, by and between **CITY OF VILLA RICA**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **571 WEST BANKHEAD HIGHWAY, VILLA RICA, GEORGIA, 30180**, and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.



1. **Background** - The Lender desires to loan to the Borrower **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000)** from the **GEORGIA FUND** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **JANUARY 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$3,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPC.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or the transactions contemplated by the Credit Documents or ~~which, in any way, would adversely affect the validity or enforceability of the Credit Documents~~ or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of

the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence directly or indirectly, or (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrowers Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure. and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **JULY 23, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF VILLA RICA

Approved as to form:

By: C. Gaudin
Borrower's Attorney

Signature: [Signature]
Print Name: G. J. McDougal
Title: Mayor

(SEAL)



Attest Signature: [Signature]
Print Name: Theresa Campbell
Title: City Clerk

**GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY**

Signature: _____
Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

This project will relocate water main, sewer main, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

ITEM	TOTAL	GA FUND
Construction	\$2,700,000	\$2,700,000
Contingency	300,000	300,000
Engineering/Inspection	-	-
Administrative/Legal	-	-
TOTAL	\$3,000,000	\$3,000,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

ACTION	DATE
Plans & Specs Submitted to EPD	NOVEMBER 2022
Bid Opening	MAY 2023
Notice to Proceed	JULY 2023
Completion of Construction	SEPTEMBER 2025

SPECIMEN PROMISSORY NOTE

\$3,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **TWO AND 42/100 PERCENT (2.42%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JANUARY 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED AND THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

CITY OF VILLA RICA

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

- X. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following, except as provided in section XIV below:
- A. Proof of advertising;
 - B. Certified detailed bid tabulation;
 - C. Engineer's award recommendation;
 - D. Governing body's award resolution;
 - E. Executed contract documents, including plans and specifications;
 - F. Construction and payment schedules;
 - G. Notice to proceed;
 - H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.);
and
 - I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
- XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
- XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
- XIII. Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.
- XIV. Public works construction contracts necessitated by an emergency shall be performed in accordance with O.C.G.A. Section 36-91-22 (e). The Borrower shall provide to the Lender a ratification detailing the nature of the emergency.

STATE REQUIREMENTS

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

None.

FEDERAL REQUIREMENTS

Recipient: CITY VILLA RICA

Loan Number: GF2022008

None.

FINANCIAL COVENANTS

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

As counsel for the **CITY OF VILLA RICA** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **GF2022008**, between the Borrower and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF VILLA RICA

Loan Number: GF2022008

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of ____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$3,000,000 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note, are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.



(Signature of Person to Execute Documents)



(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Secretary/Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Modification #2 of GEFA Loan No. DW2020024

AGENDA DATE: 02/07/2023

DATE PREPARED: 01/31/2023

PREPARED BY: Jennifer Hallman

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE: Water & Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To approve a resolution to execute modification #2 to the promissory note and loan agreement with Georgia Environmental Finance Authority (GEFA) for \$2,500,000 for the North Avenue Waterline Extension Project.

BACKGROUND: Modification #2 of Promissory Note and Loan Agreement includes:

- Description of Project (Scope of Work, Budget, and Schedule)
 - Scope of Work – no change
 - Budget – no change
 - Schedule – see changes below

		10/12/21	02/07/23
<u>Action</u>	<u>Original</u>	<u>Modified #1</u>	<u>Modified #2</u>
Plans & Specs Submitted to EPD	March 2021	October 2021	October 2021
Bid Opening	May 2021	December 2021	December 2021
Notice to Proceed	July 2021	February 2022	May 2023
Completion of Construction	December 2021	December 2022	April 2024

- Opinion of Borrower's Counsel
- Resolution of Governing Body

STAFF RECOMMENDATION: Approval

IMPACT:

MOTION: I move to approve the resolution allowing the Mayor to execute modification #2 to the promissory note and loan agreement for Loan No. DW2020024 with the Georgia Environmental Finance Authority.

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF VILLA RICA

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "**Second Modification**") dated _____, by and between **CITY OF VILLA RICA**, a Georgia public corporation (the "**Borrower**"), and the **DRINKING WATER STATE REVOLVING FUND BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**").

**DO NOT
DATE THIS
PAGE**

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **AUGUST 19, 2021**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Second Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **JULY 13, 2021**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Second Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **AUGUST 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Second Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **AUGUST 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$2,500,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Second Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Second Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Second Modification, and this Second Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Second Modification - The effectiveness of this Second Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Second Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Second Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Modification to be duly executed and delivered as of the date specified at the beginning hereof

Approved as to form:

By: C. P. Smith
Borrower's Attorney



VILLA RICA
Signature: G. I. McDugal

Print Name: G. I. McDugal

Title: Mayor

(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF VILLA RICA

Loan Number: DW2020024

This project will upgrade water main, install hydrants and valves, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF VILLA RICA

Loan Number: DW2020024

ITEM	TOTAL	DWSRF
Construction	\$2,100,000	\$2,100,000
Contingency	200,000	200,000
Engineering & Inspection	200,000	200,000
Administrative/Legal	-	-
TOTAL	\$2,500,000	\$2,500,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF VILLA RICA

Loan Number: DW2020024

ACTION	DATE
Plans & Specs Submitted to EPD	OCTOBER 2021
Bid Opening	DECEMBER 2021
Notice to Proceed	MAY 2023
Completion of Construction	APRIL 2024

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorneys Letterhead)

Date

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

A legal opinion from **TISINGER VANCE P.C.** was delivered to you, dated **JULY 27, 2021** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **AUGUST 19, 2021** between **CITY OF VILLA RICA** (the "Borrower") and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **JULY 13, 2021**, of the Borrower. A legal opinion was also delivered to you dated **OCTOBER 13, 2021** relating to the modification of Promissory Note and Loan Agreement dated **NOVEMBER 17, 2021**. As counsel for the Borrower, I have examined the original of the Second Modification of Promissory Note and Loan Agreement (the "Second Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Second Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the second modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Second Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF VILLA RICA

Loan Number: DW2020024

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$2,500,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **AUGUST 19, 2021**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **JULY 13, 2021**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Second Modification of Promissory Note and Loan Agreement (the "Second Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Second Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Second Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Second Modification, and any related documents necessary to the consummation of the transactions contemplated by the Second Modification.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____

(SEAL)

Secretary/Clerk

Seal



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Utility Rate Fee Schedule to include Tap Fees for Townhomes
AGENDA DATE: 2-7-2023

DATE PREPARED: 1-26-2023
PREPARED BY: Sarah Andrews

PURPOSE: To approve the updated Utility Rate Fee Schedule to include tap fees for townhomes.

BACKGROUND:

The City has historically had a separate tap fee for Apartments, but there was not specific language for townhome developments.

TAP FEES

RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
Residential	\$ 1,500	\$ 2,000	\$ 4,000

NON-RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
5/8 to 3/4 "	\$ 1,500	\$ 2,000	\$ 4,000
1 "	\$ 2,800	\$ 3,300	\$ 8,250
1- 1/2"	\$ 6,000	\$ 6,000	\$ 15,000
2"	\$ 10,000	\$ 10,000	\$ 25,000
3"	\$ 20,000	\$ 20,000	\$ 45,000
4"	\$ 30,000	\$ 30,000	\$ 75,000
6"	\$ 60,000	\$ 60,000	\$ 150,000
8"	\$ 90,000	\$ 90,000	\$ 250,000
Apartment			\$5,000 plus \$1200 each unit over
Hotels			\$5,000 plus \$600 each room

STAFF RECOMMENDATION: Staff recommends having specific language for Townhomes on the Utility Rate Fee Schedule for tap fees. These tap fees would apply to Townhomes on a master meter and not those that are set up to be individually metered.

TAP FEES

RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
Residential	\$ 1,500	\$ 2,000	\$ 4,000

NON-RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
5/8 to 3/4 "	\$ 1,500	\$ 2,000	\$ 4,000
1 "	\$ 2,800	\$ 3,300	\$ 8,250
1- 1/2"	\$ 6,000	\$ 6,000	\$ 15,000
2"	\$ 10,000	\$ 10,000	\$ 25,000
3"	\$ 20,000	\$ 20,000	\$ 45,000
4"	\$ 30,000	\$ 30,000	\$ 75,000
6"	\$ 60,000	\$ 60,000	\$ 150,000
8"	\$ 90,000	\$ 90,000	\$ 250,000
		Apartments	\$5,000 plus \$1200 each unit over
		Townhomes on master meter	\$5,000 plus \$1200 each unit over
		Hotels	\$5,000 plus \$600 each room



MOTION: I move to approve the updated Utility Rate Fee Schedule to include tap fees for townhomes.



City of Villa Rica

Utility Rates

Effective 03-1-2023

WATER

Base Fee	Water		Sewer	
Meter Sizes	Inside	Outside	Inside	Outside
Senior (Low Income)	\$ 5.50	\$ 16.25	\$ 6.00	\$ 17.50
3/4 & 5/8	\$ 13.00	\$ 19.50	\$ 14.00	\$ 21.00
1"	\$ 21.71	\$ 32.56	\$ 23.38	\$ 35.07
1 1/2"	\$ 43.29	\$ 64.93	\$ 46.62	\$ 69.93
2"	\$ 69.29	\$ 103.93	\$ 74.62	\$ 111.92
3"	\$ 130.00	\$ 194.99	\$ 139.99	\$ 209.99
4"	\$ 216.70	\$ 325.05	\$ 233.37	\$ 350.05
6"	\$ 433.28	\$ 649.92	\$ 466.59	\$ 699.89
8"	\$ 693.27	\$ 1,039.90	\$ 746.58	\$ 1,119.87

RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month				
	Tier 1	Tier 2	Tier 3**	Tier 4
Inside City Limits	\$ 3.84	\$ 4.69	\$ 5.87	\$ 9.37
Outside City Limits	\$ 5.76	\$ 7.03	\$ 8.80	\$ 14.05
Senior (Low Income)	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
Residential 3/4 & 5/8	0-2,000	2,001-10,000	10,001-20,000	Over 20,000

NON-RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month			
	Tier 1***	Tier 2	Tier 3**
Inside City Limits	\$ 4.69	\$ 5.87	\$ 9.37
Outside City Limits	\$ 7.03	\$ 8.80	\$ 14.05
Commercial 3/4 & 5/8	0-5,100	5,101-27,150K	Over 27,150K
1" or 1 1/2" water meter	0-16,000	16,001-45K	Over 45K
2" water meter	0-40,000	40,001-100K	Over 100K
3" or 4" water meter	0-70,000	70,001-150K	Over 150K
6" water meter	0-500,000	500,001-750K	Over 750K
8" water meter	0-600,000	600,001-1.5m	Over 1.5m

** All irrigation and hydrant meter usage will be calculated at Tier 3 rates regardless of consumption. No sewer charges or fees will be applied.

(ORD-10-03-CCO 4-6-10)

***All Industrial usage will be calculated at Tier 1 rates regardless of consumption

(ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)

SEWER

RESIDENTIAL & NON-RESIDENTIAL

Sewer Rate Schedule per 1,000 gallons of usage per month	
Inside City Limits	\$ 8.96
Outside City Limits	\$ 13.26

SANITATION

RESIDENTIAL & NON-RESIDENTIAL

Sanitation & Solid Waste	
Curbside/Solid Waste Pickup	
Residential Customers	\$ 7.50
Garbage	
First Cart	\$ 16.73
Each Additional Cart	\$ 8.93
Low-Income Senior	\$ 12.55

UTILITY DEPOSITS

Deposit, Owner	\$ 125.00
Deposit, Renter	\$ 175.00
Deposit, Nonresidential	\$ 225.00
Deposit, Landlord	\$ 75.00
Deposit, Hydrant	\$ 1,250.00

Effective 04/01/18

TAP FEES

RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
Residential	\$ 1,500	\$ 2,000	\$ 4,000

NON-RESIDENTIAL

TAP FEES	Water		Sewer*
Meter Sizes	Inside	Outside	
5/8 to 3/4 "	\$ 1,500	\$ 2,000	\$ 4,000
1 "	\$ 2,800	\$ 3,300	\$ 8,250
1- 1/2"	\$ 6,000	\$ 6,000	\$ 15,000
2"	\$ 10,000	\$ 10,000	\$ 25,000
3"	\$ 20,000	\$ 20,000	\$ 45,000
4"	\$ 30,000	\$ 30,000	\$ 75,000
6"	\$ 60,000	\$ 60,000	\$ 150,000
8"	\$ 90,000	\$ 90,000	\$ 250,000

Apartments	\$5,000 plus \$1200 each unit over three
Townhomes on master meter	\$5,000 plus \$1200 each unit over three
Hotels	\$5,000 plus \$600 each room over three

Charges for Initial Water and Sewer Service: Each consumer subscribing to use the water and sewer service of the City of Villa Rica at a location which has not previously been served by those utilities shall pay a tapping fee unless otherwise specified. No new water or sewer lines will be run outside the City unless the entity requesting the tap-on agrees to be annexed.

*Sewer Tap Fee Calculation: Sewer tap fees are determined based on water meter size.

FIRELINE

Fireline Schedule			
Connection Size		Monthly Charge	
4"		\$ 7.17	
6"		\$ 20.83	
8"		\$ 44.40	
10"		\$ 79.85	
12"		\$ 128.94	

For non-metered connections with booster fire pumps, the monthly charge shall be \$20.83 per 500 gpm of pump capacity or the charge based on connection size, whichever is greater. (ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)

UTILITY FEES

Administration Set-up	\$ 25.00
Transfer of Service	\$ 25.00
Temporary Svc (30 days)	\$ 50.00
72 Hour Walk-thru	\$ 50.00
Reconnect Fee	\$ 50.00
Return Check Fee	\$ 25.00
Weekly Rental, Hydrant	\$ 20.00
Customer Req Re-read	\$ 25.00
Meter Calibration, if no error	\$ 100.00

Effective 04/01/18



CITY OF VILLA RICA

City Council Packet

SUBJECT: Livable Centers Initiative (LCI) Planning Grant Resolution of Support

CITY COUNCIL AGENDA DATE: February 7, 2023

DATE: January 27, 2023

PREPARED BY: Chris Montesinos AICP
Special Projects Director

FISCAL IMPACT:

ANNUAL –	\$80,000/\$320,000
CAPITAL –	N/A
OTHER –	N/A

FUNDING SOURCE: 2024 Budget Appropriation – Professional Fees and Services

PURPOSE: The City is applying for a LCI planning grant for the Hwy.61 Corridor. The grant is an opportunity provided through the Atlanta Regional Commission (ARC). Although technically Villa Rica is a part of the Three Rivers Regional Commission, the city recently qualified to participate in the ARC's programs as a new inclusion in the Metropolitan Planning Organization in 2020. The LCI Study is a prerequisite to applying for federal transportation dollars administered by the Atlanta Regional Commission. The LCI program requires a 20% match from the City – the remaining 80% is paid by the ARC. Once included in the LCI program, the City can apply for future implementation grants – also with an 80/20 match split. The LCI program is a great opportunity for the City to gain access to federal funds for planning, transportation, streetscapes, and other infrastructure improvements. The \$80,000 request will be for the City's required 20% grant match. The resolution presented is the commitment of the Mayor and City Council to support the City's LCI application and affirm the 20% match commitment. The LCI Study grant program is a reimbursement grant, and the City will need to budget \$400,000 with a \$320,000 reimbursement, as we did with the downtown LCI in 2021.

BACKGROUND: The Atlanta Regional Commission's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services.

Since 2000, the LCI program has invested \$216 million in 119 communities throughout the Atlanta region, helping pay for planning studies and the construction of transportation projects, such as sidewalks and intersection improvements, to bring those visions to life. The ARC board has allocated \$314 million through 2030 to fund transportation projects resulting from completed LCI studies.

The LCI program is funded with federal transportation dollars. The grants cover 80 percent of the cost of each study or transportation project, with the recipient making a 20 percent match.

Participation in the LCI program provides opportunities to obtain federal transportation funds to pay for improvement projects, including downtown streetscapes, curb & gutter, sidewalks, and other pedestrian enhancements.

The Highway 61 LCI Corridor Study is a unique opportunity to master plan an evolving commercial and mixed-use corridor early in its evolution. Although the Corridor has been around for quite some time as the primary conduit between the cities of Villa Rica and Carrollton, it also serves as the primary north-south passage between Carroll and Paulding Counties. Some exceptional elements of this study will include the new North Bypass, an extension of the 61 corridor from its current termini at Rockmart Road to Dallas Highway – a GDOT project currently under construction, completing in 2025. This extension will open new opportunities for development and further Villa Rica’s expansion into areas north of the current city limits.

The central core of the corridor is dominated by suburban commercial retail development centered around Interstate 20. Beyond a ½ mile radius of Hwy.61 at I-20, the corridor becomes much more rural, but is seeing increasing development pressure down to the city’s southern boundary, and areas beyond. As such, the need for planning the future of the corridor is a high priority for a variety of reasons listed below:

- The North Bypass will open new land for new development – determining future land use.
- Better utilization the city’s two-block Ride Share lots – integration of landscaping, pedestrian amenities, EV charging stations (proximity to I-20) – future TOD with the redevelopment of dated adjacent commercial plazas.
- Placemaking is a priority – the corridor is a barren 300-foot wide GDOT ROW with no cohesive character, identity, or landscaping.
- Affordable housing is another priority for the city, and we strongly encourage housing for age-restricted communities on the far southern and northern areas of the corridor.
- Integration of Smart Technologies and green infrastructure along the corridor including bioswells, ecological stormwater retention, signalization management systems, LED smart streetlights, and a large roundabout at Hwy 61 and Hwy 78.
- Public safety with the integration of the City’s multimodal path network along the corridor, and the realignment of the street network at our southern border to provide enhanced safety in the Ithaca Gin Elementary School zone.
- Pedestrian infrastructure is a top priority along the corridor where sidewalks and walking paths are notably absent.
- Establishment of a Community Improvement District (CID) to implement smaller enhancement projects and provide financial leverage for larger impact projects coupled with the LCI program.

STAFF RECOMMENDATION: Staff strongly support the City's 2023 Livable Centers Initiative application and encourages the Mayor and City Council to support the resolution commitment to match 20% of the LCI Study cost.

IMPACT: Participation in the LCI Program is a new opportunity for the City of Villa Rica. The long-term benefit to the City could be quite substantial for years to come. The LCI study is a Small Area Plan, which, like the Comprehensive Plan, identifies implementation projects within the LCI boundaries. The LCI program provides access to federal funds previously unavailable to the City. ARC requires that the LCI study is updated every 5 years – mostly to address implementation steps accomplished and adjustments in community priorities.

MOTION: Motion to APPROVE a resolution in support of the City's Livable Centers Initiative (LCI) Study grant application for the Highway 61 LCI Corridor Study, and to affirm its commitment to fund 20% of the project costs, should the City be selected for funding.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION _____

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 GRANT FUNDS FROM THE LCI PROGRAM, A PROGRAM WHICH UTILIZES FEDERAL TRANSPORTATION PROGRAM STP 33(C) FUNDS ADMINISTERED THROUGH THE ATLANTA REGIONAL COMMISSION (ARC).

WHEREAS: Federal grant funds are available through the LCI Program 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 a Livable Centers Initiative Planning Study for the Highway 61 Corridor; and

WHEREAS: The City of Villa Rica will request grant funds for \$320,000; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$80,000 – for a total project cost of \$400,000;

WHEREAS: Planning the future of the Highway 61 Corridor is a high priority for a variety of reasons listed below:

- The North Bypass will open new land (a lot of which is city-owned) for new development – determining future land use.
- Better utilization the city's two-block Ride Share lots – integration of landscaping, pedestrian amenities, EV charging stations (very close proximity to I-20) – future TOD with the redevelopment of dated adjacent commercial plazas.
- Placemaking is a priority – the corridor is a barren 300-foot wide GDOT ROW with no cohesive character, identity, or landscaping.
- Affordable housing is another priority for the city, and we strongly encourage housing for age-restricted communities on the far southern and northern areas of the corridor.
- Integration of Smart Technologies and green infrastructure along the corridor including bioswells, ecological stormwater retention, signalization

management systems, LED smart streetlights, and a large roundabout at Hwy 61 and Hwy 78.

- Public safety with the integration of the City's multimodal path network along the corridor, and the realignment of the street network at our southern border to provide enhanced safety in the Ithaca Gin Elementary School zone.
- Pedestrian infrastructure is a top priority along the corridor where sidewalks and walking paths are notably absent.
- Establishment of a Community Improvement District (CID) to implement smaller enhancement projects and provide financial leverage for larger impact projects coupled with the LCI program.

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 Atlanta Regional Commission through the LCI Program for a Livable Centers Initiative Planning Study;

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 7th day of February, 2023

Mayor

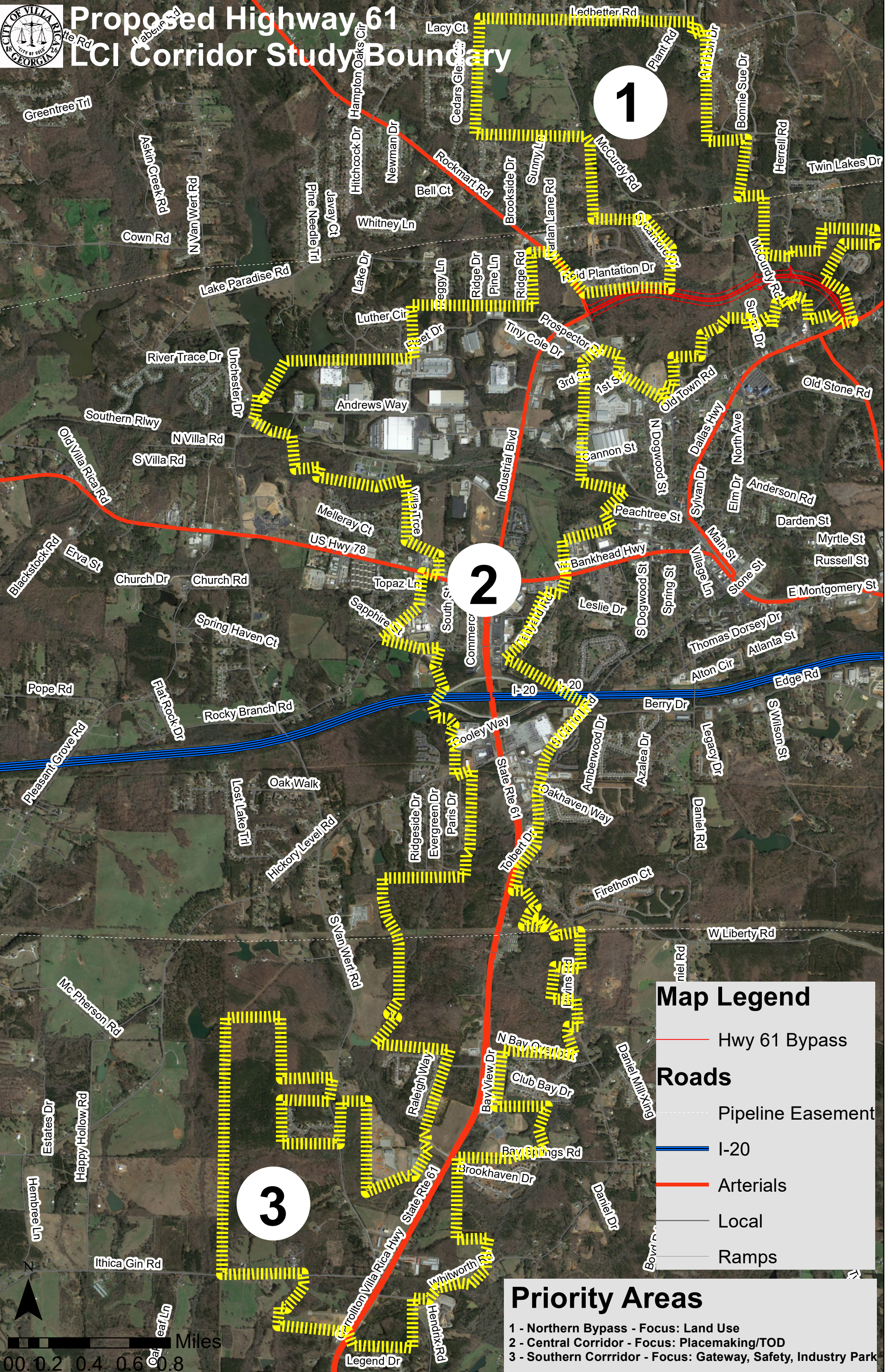
Date

Clerk

Date

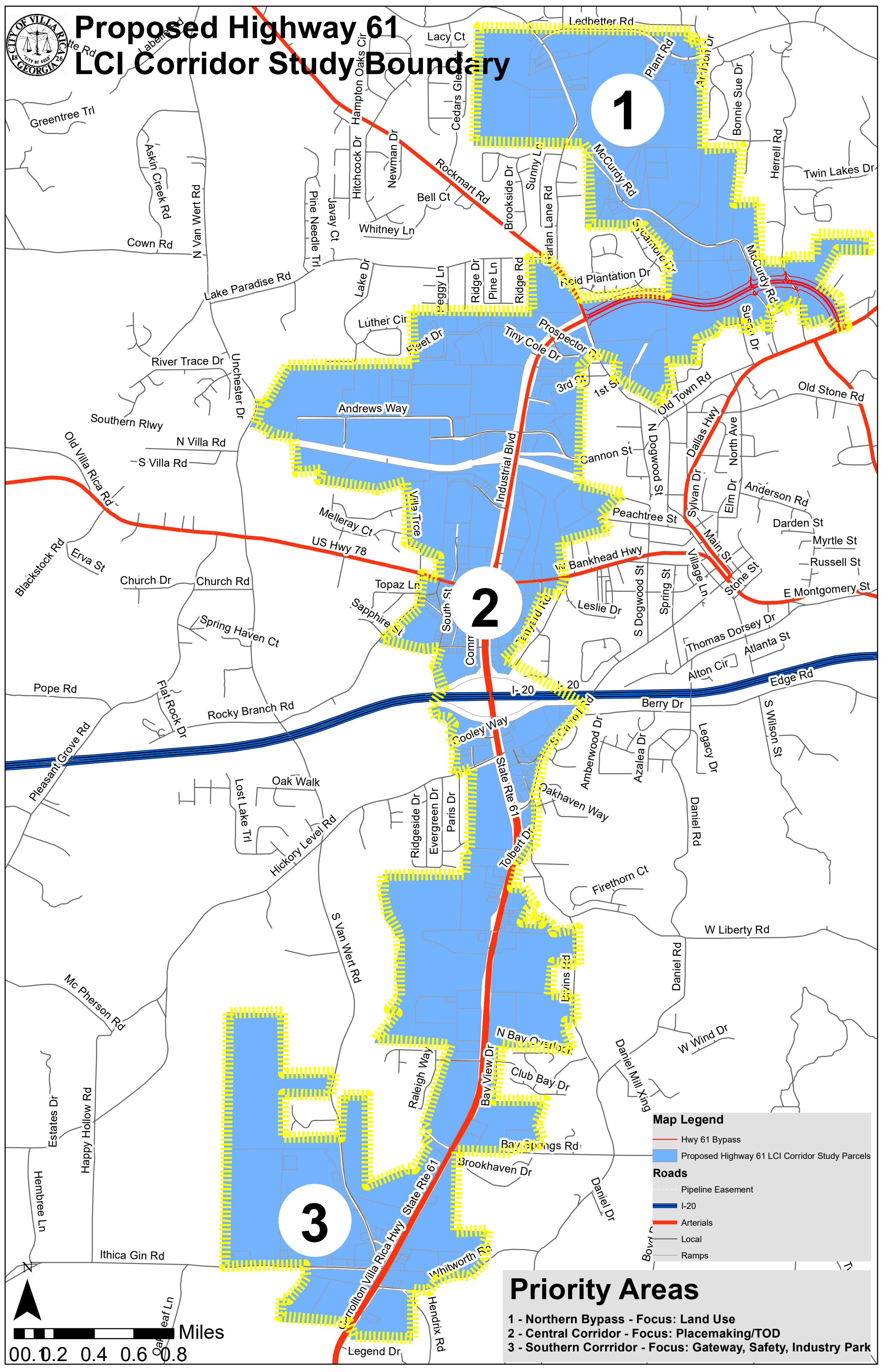


Proposed Highway 61 LCI Corridor Study Boundary





Proposed Highway 61 LCI Corridor Study Boundary



Map Legend

- Hwy 61 Bypass
- Proposed Highway 61 LCI Corridor Study Parcels
- Roads
 - Pipeline Easement
 - I-20
 - Arterials
 - Local
 - Ramps

Priority Areas

- 1 - Northern Bypass - Focus: Land Use
- 2 - Central Corridor - Focus: Placemaking/TOD
- 3 - Southern Corridor - Focus: Gateway, Safety, Industry Park



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Drainage Repairs to Mirror Lake Parkway at the Mirror Lake Dam

AGENDA DATE: February 7, 2023

DATE PREPARED: January 26, 2023

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

AMOUNT: Labor = \$99,650.00; Material = +/- \$40,000.00

GL ACCOUNT #:

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: Three years ago, through regular dam inspections, it was determined that there was water seeping through the dam coming from roadway drainage catch basins. The purpose of this item is to correct that problem.

BACKGROUND: In 2020, the Mirror Lake Community Association secured Waldon Ashworth and Associates, Inc. to perform a geotechnical study of the dam and to investigate the source of the seepage. Once discovered, they designed a fix to the problem. The Georgia Department of Natural Resources Safe Dam Program has approved the fix design submitted. During that time the Association understood that it was their problem to solve. However, a 2016 Maintenance Agreement between the City and the Association specifies that the City would be responsible for the maintenance of Mirror Lake Parkway from Conners Road to Stockmar Road. The drainage system inside this roadway is part of the roadway.

After several unforeseen delays in getting this fix ready for City Council, we have run out of time with the Safe Dams Program. A new dam inspection will be conducted very soon and, if not finished, at least work can begin on the repairs.

As an emergency expenditure, the threshold for bidding is \$100,000.00. We have secured a quote for performing all labor involved from Tim Grizzard and Associates, Inc. for \$99,650.00. The City will purchase and furnish all materials (ready-mix concrete, piping, rip-rap for drainage swales, etc.). Material costs are estimated to be +/- \$40,000.00. This item is not budgeted but needs to be repaired.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move to approve the price quotation for labor only from Tim Grizzard and Associates, inc. in the amount of \$99,650.00 for the Emergency Drainage Repairs to Mirror Lake Parkway at the Mirror Lake Dam. The City will furnish materials.

RECEIVED

MAR 24 2021

EPD Watershed Protection Branch

**SPECIFICATIONS
FOR
CONSTRUCTION OF
IMPROVEMENTS TO**

MIRROR LAKE DAM

**IN
VILLA RICA, GEORGIA**

**FOR
MIRROR LAKE COMMUNITY ASSOCIATION**

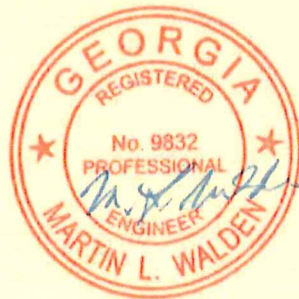
**WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS**

June, 2020
WA&A J.O. 4002400

APPROVED
STATE OF GEORGIA
DEPT. OF NATURAL RESOURCES

MAR 03 2021

State Lands Program
Environmental Protection Division
By: *[Signature]* P.E.



**WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS**

**SPECIFICATIONS
FOR
CONSTRUCTION OF
IMPROVEMENTS TO

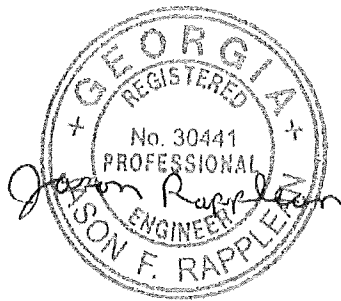
MIRROR LAKE DAM

IN
VILLA RICA, GEORGIA**

**FOR
MIRROR LAKE COMMUNITY ASSOCIATION**

**WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS**

June, 2020
WA&A J.O. 4002400



**WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS**

TECHNICAL SPECIFICATIONS FOR

MIRROR LAKE DAM VILLA RICA, GEORGIA

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SECTION 01 71 23
CONSTRUCTION SURVEYING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surveyor qualifications
- B. Submittals
- C. Survey reference points
- D. General survey requirements
- E. Surveys for measurement and payment (where applicable)
- F. Survey documentation of the Work

1.02 SURVEYOR QUALIFICATIONS

- A. Record survey drawings for review and approval shall be performed by an independent surveying firm with a Registered Land Surveyor (RLS) licensed and registered in the State of Georgia, retained by the Contractor, and acceptable to the Owner and Engineer.
- B. Qualifications documentation shall be provided for the proposed RLS, as described in subsection 1.03.A of this Section.
- C. Day to day surveying for Contractor's control purposes may be performed by Contractor's own surveyors.

1.03 SUBMITTALS

- A. Submit qualifications documentation for proposed RLS. Information shall include: name, address, telephone number, and photocopy of registration of RLS.
- B. Submit record survey drawings, certified by the RLS, along with computer files on diskette in AutoCAD, latest format. Redline mark-ups of the Contract Drawings are not acceptable. A digitized tracing of a manually drawn record survey drawing, derived from non-digital surveying techniques, is also not acceptable.

1.04 SURVEY REFERENCE POINTS

- A. The Owner's surveyor has established benchmarks and horizontal control for the Work. Control datum for survey is that indicated on the Drawings.
- B. Contractor's RLS shall establish additional temporary benchmarks and horizontal control points as required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices appropriate for obtaining the information specified.
- B. Protect and preserve permanent reference points during construction.
- C. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons. Replace dislocated reference points based on original survey control. Make no changes without prior written notice to Engineer.
- D. Establish elevations, lines and levels required for all items of the Work.

3.02 SURVEYS FOR MEASUREMENT AND PAYMENT

- A. Contractor shall perform surveys to determine quantities for unit price items, including control surveys to establish measurement reference lines. Notify Engineer prior to starting surveys.
- B. Contractor shall submit calculations and certify the correctness of quantities for payment purposes. Engineer will confirm quantities prior to payment.

3.03 SURVEY DOCUMENTATION OF THE WORK

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Record survey drawings shall be prepared to fully document the Work, as specified in individual specification sections.
- C. Contractor's RLS shall prepare and certify the record survey drawings.

END OF SECTION
01 71 23

SECTION 02 40 00
DEMOLITION AND STRUCTURE MOVING

PART 1 GENERAL

1.01 SUMMARY

A. Section includes demolition and removal and/or abandonment of:

1. Asphalt and concrete pavement
2. Subsurface utilities (including storm drain structures, inlets and pipes)
3. Concrete curbs, gutters and walkways
4. Fencing
5. Retaining walls
6. Power and light poles
7. Other facilities and above-grade structures (concession buildings, restroom buildings, batting cages, goal posts, scoreboards, dugouts, bleachers, batting cages, scorer's booths, storage structures)

B. Related Sections:

1. Section 31 23 17 – Excavating and Backfilling for Structures
2. Section 31 23 33 – Trenching and Backfilling

1.02 REFERENCES

A. Code of Federal Regulations Publications (CFR)

1. United States Department of Labor
 - a. 29 CFR 1926, Safety and Health Regulations for Construction

1.03 SUBMITTALS

A. Prepare and submit a Demolition Plan prior to commencement of demolition. The Demolition Plan shall include the following information at a minimum:

1. Description of methods, equipment and tools to be used for demolition and relocation work.
2. Methods for protecting existing adjacent pavement, utilities, structures, and other facilities to remain in place.
3. Sequence of demolition, on-site relocations, and off-site removal of demolition materials.

- B. Submit written certification of proper transport and final disposal of demolition materials to a permitted waste disposal facility.

1.04 QUALITY ASSURANCE

- A. Conform to applicable local, state, and federal regulations (including 29 CFR 1926, Part T – Demolition) related to operation of equipment and tools, protection of persons and property, and environmental controls.
- B. Notify affected utility companies before starting work and comply with their requirements.

1.05 PROJECT CONDITIONS

- A. Work with Owner and Engineer to coordinate schedule for demolition, relocations, and removals.
- B. During demolition, relocations and removal, use all procedures necessary to assure that no portion of the structures, either that to be removed or to remain, become a hazard to persons by instability or other condition.
- C. Notify all local, state, and federal agencies having jurisdiction and complete all necessary forms required for demolition and disposal.
- D. Demolition and relocations shall be performed in a manner that will not disturb existing pavement, utilities, structures, and other facilities not indicated to be removed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PREPARATION FOR DEMOLITION

- A. By careful study of the Drawings and these Specifications, and coordination with the Owner and Engineer, determine the location and extent of demolition to be performed.
- B. Excavate for removal of buried structures and piping as specified in Sections 31 23 17 and 31 23 33.
- C. If not indicated to be removed, shut off, cap, and otherwise protect existing public utility lines in the area of demolition in accordance with the requirements of the Owner and Engineer, utility owner, or public agency having jurisdiction (as applicable).
- D. Barricade the work areas from pedestrian and vehicular traffic. Post "No Trespassing" and other necessary warning signs around the work areas during the entire duration of demolition work. Maintain barricades and signs during the construction period.

3.02 ASPHALT AND CONCRETE REMOVAL

- A. Existing asphalt and concrete shall be cut and removed as specified herein and as shown on the Drawings.
- B. Where portions of pavement and walkways are to be removed, cut asphalt and concrete in uniform line at the designated limits of removal. Use an adequately powered, water-cooled,

mechanical saw with a diamond-edge blade or abrasive wheel, unless otherwise approved by the Owner and Engineer.

- C. Break up and remove asphalt and concrete at the designated locations and to the required limits.
- D. At limits of asphalt and concrete remaining in place, maintain cuts in good order until adjacent construction is completed.

3.03 REMOVAL AND ABANDONMENT OF SUBSURFACE UTILITIES

- A. Remove or abandon designated existing subsurface utilities, including storm drain structures, inlets and pipes, and other utilities as indicated on the Drawings and specified in the following paragraphs.
- B. Remove existing subsurface drainage and other utility structures. Removal work shall be accomplished using methods and equipment which will prevent damage to adjacent structures not indicated to be removed.
- C. Where applicable, piping shall be removed back to the nearest joint from the limit of removals indicated on the Drawings, unless otherwise directed by the Owner and Engineer.
- D. Cap sanitary sewer, potable water lines and other designated utilities at exposed ends of pipes to be abandoned in-place. Capping of pipelines shall be performed in accordance with requirements of the local jurisdiction and other applicable local codes and standards.
- E. If damaged during pipe cutting and removals, the exposed ends of existing pipes to remain in place shall be repaired as necessary to provide a smooth end at right angles to the axis of the piping. The repair work shall be accomplished using materials and methods approved by the Owner and Engineer at no additional cost to the Project.
- F. When septic tanks are encountered, the contents of each tank shall first be completely removed, then demolished and completely removed. Provide documentation on the removal and disposal of the tank contents. Removal and disposal of contents shall meet the requirements of the State Department of Health and local health authorities. All open wells located within the property must be filled with gravel and covered with a reinforced four (4) inch concrete slab in accordance with Georgia D.O.T. Standard 9031H.
- G. Manhole frames, covers, drainage grates and all other iron castings shall be disposed off-site or salvaged for reuse by the Owner. All structures that will not be salvaged shall be demolished as required and removed from the Site. Disposal of structures and iron castings shall be as specified in subsection 3.09.

3.04 REMOVAL OF CURBS, GUTTERS AND WALKWAYS

- A. Cut and remove existing concrete curbs, gutters and walkways where indicated on the Drawings.
- B. Saw cut concrete at the limits of removal as approved by the Owner and Engineer. Use an adequately powered, water-cooled, mechanical saw with a diamond-edge blade or abrasive wheel.

- C. Break up and remove concrete using suitable tools and equipment. Maintain saw cuts in good order until new curb and gutter and new walkway construction work is completed (as applicable).

3.05 REMOVAL OF FENCING

- A. Remove fencing (including fabric, posts and accessories) at locations indicated on the Drawings.
- B. Remove fence posts and concrete footings to full depth.

3.06 REMOVAL OF RETAINING WALLS

- A. Where portions of retaining walls are to be removed, make a vertical cut at designated limits using tools and methods that will not damage existing wall structures to remain. Provide protection of existing structures as required to prevent damage or disturbance.
- B. Break up and remove the sections of the walls to the limits indicated on the Drawings.
- C. Excavate and remove walls and footings to full depth.

3.07 REMOVAL OF POWER AND LIGHT POLES

- A. Coordinate with the local utility owner for de-energizing of power lines on poles to be removed within the designated limits of construction as indicated on the Drawings.
- B. After power lines are de-energized, designated power and light poles shall be removed and disposed off-site as specified in the following paragraphs.
- C. Remove luminaires, pole hardware, wiring, cables, other devices and accessories.
- D. Excavate and remove power and light poles to full depth, including concrete foundations. Soil excavated for removal of poles shall be used as backfill. Place and compact backfill as specified in Section 31 23 17.

3.08 REMOVAL OF STRUCTURES

- A. Remove designated existing structures where indicated on the Drawings.
- B. During removal of structures, use all procedures necessary to assure that no portion of the structures become a hazard to persons by instability or other conditions.
- C. Structures may be moved intact, without disassembly. If intact removal is not feasible, disassembly may be allowed as determined by the contractor. Proper equipment and methods shall be used to prevent damage to the structures.

3.09 DISPOSAL OF REMOVED MATERIALS

- A. Demolition materials and debris classified as non-hazardous construction and debris (C&D) wastes shall be transported off-site and disposed at a permitted landfill in conformance with all applicable local, state and federal regulations.

3.10 SITE RESTORATION

- A. Backfill and grade excavated areas as indicated on the Drawings and specified in applicable specification sections.

3.11 HAZARDOUS MATERIALS SURVEY

- A. Reports of Hazardous Materials surveys are included for information on CD accompanying these construction documents and following this section.

END OF SECTION
02 40 00

SECTION 03 10 00
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Work Specified Elsewhere:
 - 1. Concrete Reinforcement: Section 03 20 00.
 - 2. Cast-in-Place Concrete: Section 03 30 00.

1.02 QUALITY ASSURANCE

- A. Design Criteria: Design, construct, erect, maintain, and remove formwork complying with ACI 347 and building code requirements. Contractor is solely responsible for formwork design.
- B. Tolerances for Formed Surfaces:
 - 1. Variation from plumb:
 - a. In lines and surfaces of walls:
 - 1) In any 10 ft. of length: 1/4 in.
 - 2. Variation in cross-sectional dimensions in thickness of slabs and walls:
 - a. Minus: 1/4 in.
 - b. Plus: 2 in.
 - 3. Footings:
 - a. Tolerances apply to concrete dimensions only, not to positioning of vertical reinforcing steel, dowels, or embedded items.
 - b. Variations in dimensions in plan:
 - 1) Minus: 2 in.
 - 2) Plus: 2 in.
 - 4. Maximum deflection of facing materials reflected in concrete surfaces exposed to view: 1/240 of span between structural members.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. FORMS:
 - 1. Conform to ACI 347.
 - 2. Use forms to confine concrete and shape to required dimensions.
- B. Precast Concrete Soil Retainers: Continuous precast units.
- C. Form Release Materials: Non-staining, field applied form release or sealer, or factory applied liner.
- D. Form Accessories: Commercially manufactured ties, hangers, or other required type for partial or wholly embedding in concrete.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Preparation of Form Surfaces:
 - 1. Clean surfaces of forms and embedded materials of accumulated mortar, grout, and of other foreign material before concrete is placed.
 - 2. Apply form release agent or sealer, or use factory applied non-absorptive liner in accordance with manufacturer's recommendations.
- B. Construct formwork so that concrete surface will conform to tolerance limits specified.

3.02 INSTALLATION OF FORMWORK

- A. Fabricate formwork for loads, lateral pressure, and allowable stresses outlined in ACI 347 and for wind loads.
- B. Assemble form ties so that ends or end fasteners can be removed without causing appreciable spalling at face of concrete.

3.03 REMOVAL OF FORMS

- A. When repair of surface defects or finishing is required at early age, remove forms as soon as concrete has hardened sufficiently to resist damage from removal operation.
- B. Maintain shoring used to support weight of concrete in beams, slabs, and other structural members in place until concrete has reached strength sufficient to carry its weight and construction loads.
- C. Concrete strength when shores are removed shall not be less than 75% of 28-day strength.

END OF SECTION
03 10 00

SECTION 03 20 00
CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Work Specified Elsewhere:
 - 1. Concrete Formwork: Section 03 10 00.
 - 2. Cast-in-Place Concrete: Section 03 30 00.

1.02 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM):
 - a. A 185, Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement.
 - b. A 615, Standard Specification for Deformed and Plain Billet Steel Bar for Concrete Reinforcement.
 - 2. American Concrete Institute (ACI):
 - a. 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 - b. 318, Building Code Requirements for Reinforced Concrete.
 - c. 347, Recommended Practice for Concrete Formwork.
 - 3. American Welding Society (AWS):
 - a. D12.1, Reinforcing Steel Welding Code.
 - 4. Concrete Reinforcing Steel Institute (CRSI):
 - a.. Placing Reinforcing Bars.
- B. Tolerances:
 - 1. Fabricating tolerances:
 - a. Sheared length: + or - 1 in.
 - b. Depth of truss bars: + 0, - 2 in.

- c. Overall dimensions of stirrups and ties: + or - 2 in.
 - d. Other bends: + or - 1 in.
- 2. Placing tolerances:
 - a. Clear distance to formed surfaces: + or - 1/4 in.
 - b. Minimum spacing between bars: + or - 1/4 in.
 - c. Top bars in slabs and beams:
 - 1) Members 8 in. deep or less: + or - 1/4 in.
 - 2) Members more than 8 in. but not over 2 ft. deep: + or - 1 in.
 - d. Crosswise of members: spaced evenly within 2 in.
 - e. Lengthwise of member: + or - 2 in.

1.03 SUBMITTALS

- A. Shop Drawings:
 - 1. Show number, size, and spacing of reinforcing and location in work.
 - 2. Detail Splices.
 - 3. Detail walls in elevation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing Bars:
 - 1. ASTM A 615, Grade 60.
- B. Welded Wire Fabric:
 - 1. ASTM A 185.
 - 2. Welded intersections shall be spaced not farther apart than 12 in. in direction of principal reinforcement.

2.02 FABRICATIONS

- A. Fabricate details of concrete reinforcement and accessories complying with ACI 315.

PART 3 - EXECUTION

3.01 PLACING:

- A. Place reinforcement in accordance with CRSI Placing Reinforcing Bars.
- B. Move bars as necessary to avoid interference with other reinforcing steel, conduits or embedded items.
- C. If bars are moved more than one bar diameter or enough to exceed tolerances, submit resulting arrangement of bars to Engineer for review.
- D. Minimum concrete protective covering for reinforcement. See Drawings.
- E. Place reinforcement at time of concrete placing, free of mud, oil, or other materials that adversely affect or reduce bond.
- F. Reinforcement with rust or mill scale will be accepted without cleaning or brushing provided dimensions and weights shall not be less than required by applicable ASTM Standard.
- G. Support reinforcement and fasten together to prevent displacement by construction loads of placing concrete.
- H. On ground, concrete blocks may be used to support reinforcement.
- I. Over formwork, use metal or plastic bar chairs and spacers to support reinforcement.
- J. Where concrete surface will be exposed to weather in finished structure, use noncorrosive or corrosion protected accessories within 2 in. of concrete surface.
- K. Where successive mats or rolls are continuous, overlap welded wire fabric so that overlap measured between outermost cross wires of each fabric sheet is not less than spacing of cross wires plus 2 in.
- L. Extend fabric across supporting beams to within 3 in. of concrete edges.
- A. Bars having splices not shown on shop drawings or lapped in accordance with the Lap Splice Schedule on the drawings will be rejected.
- N. Do not bend reinforcement after being embedded in hardened concrete.

END OF SECTION
03 20 00

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Work Specified Elsewhere:

1. Concrete Formwork: Section 03 10 00.
2. Concrete Reinforcement: Section 03 20 00.

1.02 QUALITY ASSURANCE

A. Testing Agency Services:

1. Inspect subgrade, excavations, and fill for required compaction and/or required bearing capacity.
2. Conduct strength and other tests of concrete during construction in accordance with following procedures:
 - a. Mold and cure four specimens from each sample in accordance with ASTM C 31.
 - b. Test specimens in accordance with ASTM C 39.
 - c. Test two specimens at 28 days for acceptance and one at 7 days for information. Break the fourth specimen at 56 days only in the event of low breaks at 28 days.
 - d. Acceptance test results shall be average of strengths of two specimens tested at 28 days.
 - e. If one specimen in test manifests evidence of improper sampling, molding, or testing, discard.
 - f. Strength of remaining cylinder shall be considered test result.
 - g. Should both specimens in test show defects, discard entire test.
 - h. Make at least one strength test for each 100 cu. yard or fraction thereof, of each mix design of concrete placed in one day.
 - i. When total quantity of concrete with mix design is less than 50 cu. yd., strength tests may be waived by Engineer if, in his judgement, adequate evidence of satisfactory strength is provided.

3. Determine slump in accordance with ASTM C 143 of concrete sample for each strength test and when consistency of concrete appears to vary.
4. Determine air content of normal weight concrete for each strength test in accordance with ASTM C 138, C 173, or C 231.
5. Determine temperature of concrete sample for each strength test.
6. Sample concrete at point of placement where possible.
7. Indicate in report location specimens were taken, method of storing, and curing procedures.

1.03 SUBMITTALS

- A. Samples: Secure in accordance with ASTM C 172.
- B. Shop Drawings: Indicate location of proposed control, construction, and expansion joints not shown on the drawings.
- C. Concrete mix designs shall be submitted to the design engineer for review and approval.

1.04 JOB CONDITIONS

- A. Environmental Requirements:
 1. Unless protection is provided, do not place concrete during rain, sleet, or snow.
 2. Do not allow rainwater to increase mixing water nor to damage surface finish.
 3. Cold Weather: ACI 306.
 4. Hot Weather: ACI 305.
- B. Protection:
 1. During curing period, protect concrete from damaging mechanical disturbances, load stresses, shock, and vibration.
 2. Protect finished concrete surfaces from damage by construction equipment or materials.
 3. Protect from rain or running water.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement: ASTM C 150, Type as listed in Section 2.2. One brand of cement shall be used for all exposed work.

- B. Water: Fresh, clean, and potable containing not more than 0.30 percent of chloride ion content, by weight of cement.
- C. Aggregates for Normal Weight Concrete: ASTM C 33.
- D. Curing Compound:
 - 1. Comply with ASTM C 309.
- E. Expansion Joint Fillers: Preformed type joint filler complying with ASTM D 994, D 1751, or D 1752.

2.02 CONCRETE MIX

- A.

Cement	Type I or III
Strength	3,000 psi in 28 days
Maximum size of coarse aggregate	1 inch (#57)
Air content	3% to 6% by volume
Slump	3 to 5 inches
- B. Slump:
 - 1. Proportion concrete to produce slump listed above.
 - 2. Tolerance of up to 1 in. above maximum shall be allowed for individual batches provided average for batches or most recent 10 batches tested, whichever is fewer, does not exceed maximum limit.
 - 3. Concrete of lower than usual slump may be used provided properly placed and consolidated.
 - 4. Determine slump by ASTM C 143.

2.03 SELECTION OF PROPORTIONS

- A. GENERAL:
 - 1. Proportion ingredients to produce mixture which will work readily into corners, angles of forms, and around reinforcement by methods of placing and consolidation to be employed on work.
 - 2. Proportions shall not permit materials to segregate or excessive free water to collect on surface.
 - 3. Select proportions of ingredients to produce proper ease of placing, durability, strength, and other required properties.

2.04 PRODUCTION OF CONCRETE

- A. Ready Mixed Concrete: Batch mix and transport in accordance with ASTM C 94.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Notify soils engineer or owner 24 hours in advance so that final excavation subgrade may be inspected before concrete is poured.
- B. Do not proceed with work until soils engineer's approval is obtained.

3.02 JOINTS AND EMBEDDED ITEMS

- A. Control Joints:
 - 1. As shown on drawings.
- B. Construction Joints:
 - 1. Locate joints in beams, slabs, and walls as shown on the drawings or as approved by the Engineer.
 - 2. Make joints perpendicular to main reinforcement.
 - 3. Place reinforcing steel continuously across joints unless shown otherwise.
 - 4. Provide keys or roughened surface and dowels.
 - 5. Clean surface of concrete and remove laitance at joint before placing adjoining concrete.
- C. Expansion Joints: Do not extend reinforcing or embedded metal items through expansion joints except dowels to be bonded on one side.
- D. Placing Miscellaneous Embedded Items.
 - 1. Place sleeves, inserts, anchors, and other embedded items prior to concreting.
 - 2. Coordinate placing of embedded items required by other trades prior to placing concrete.
 - 3. Position embedded items accurately and support against displacement.
 - 4. Temporarily fill voids in sleeves, inserts, and anchor slots with removable material to prevent entry of concrete into voids.

3.03 PREPARATION FOR PLACING CONCRETE

- A. Remove hardened concrete and foreign materials from inner surfaces of conveying

equipment.

- B. Remove snow, ice, and water from completed formwork.
- C. Verify that reinforcement is secured in place.
- D. Verify that expansion joint material, anchors, and other embedded items are in place.
- E. Slabs on Grade:
 - 1. Subgrade shall be frost-free before concrete is placed.
 - 2. If temperature is below freezing, raise and maintain subgrade temperature above 50 deg. F to eliminate frost.
 - 3. Subgrade may be moist, but there shall be no free water standing on subgrade nor any muddy or soft spots when concrete is placed.
 - 4. When formwork is cambered, set screeds to same camber to maintain thickness.

3.04 PLACING CONCRETE

- A. Conveying:
 - 1. Comply with ASTM C 94.
 - 2. Handle concrete as rapidly as practicable by methods which will prevent segregation, loss of ingredients, or damage to quality of concrete.
 - 3. Do not use conveying equipment that will restrict continuous placement of concrete.
 - 4. When used, use horizontal or sloped belt conveyors that will not cause segregation or loss of ingredients.
 - 5. Protect concrete against undue drying or rise in temperature.
 - 6. Do not allow mortar to adhere to return length of belt.
 - 7. Conveyor runs longer than 20 ft. shall discharge into a hopper.
 - 8. Use metal or metal lined chutes with slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal.
- B. Depositing:
 - 1. Comply with ACI 304.
 - 2. Deposit concrete continuously without formation of seams, cold joints, or planes of weakness.

3. If section cannot be placed continuously, provide construction joints. Obtain approval of Engineer.
4. Do not start placing of concrete on supported elements until concrete previously placed in columns or walls is no longer plastic and has been in place 6 hours minimum.
5. Slabs on grade:
 - a. Conform to ACI 302.
 - b. Coordinate placing with finishing.
 - c. Do not place concrete on subgrade or forms more rapidly than spreading and floating can be accomplished.
- C. Segregation:
 1. Deposit concrete as nearly as practicable in final position to prevent segregation due to rehandling or flowing.
 2. Do not subject concrete to procedures which will cause segregation.
- D. Consolidation:
 1. Comply with ACI 309.
 2. Consolidate concrete by vibration.
 3. Thoroughly work around reinforcements, embedded items, and into corners of forms.
 4. Eliminate air or stone pockets which may cause honeycombing, pitting, or planes of weakness.
 5. Use internal vibrators with minimum frequency of 8,000 vibrations per minute and sufficient amplitude to consolidate concrete effectively.
 6. Do not use vibrators to transport concrete within forms.
 7. Insert and withdraw vibrators at points approximately 18 in. apart.
 8. At each insertion, maintain duration from 5 to 15 sec. to consolidate concrete but not long enough to cause segregation.
 9. Keep spare vibrators on job site during concrete placing operations.
 10. Where concrete is to have as-cast finish, bring full surface of mortar against form by vibration process and supplement by spading to work coarse aggregate back from formed surface.

11. Use internal vibration in beams, girders, slabs, and along bulkheads of slabs on grade.

F. Bonding:

1. Before placing fresh concrete, dampen hardened concrete and coat with grout proportioned to mortar in concrete.
2. Place grout as thick as possible on vertical surfaces.
3. Place grout 2 in. thick on horizontal surfaces.
4. Place fresh concrete before grout has attained its initial set.

3.05 REPAIR OF SURFACE DEFECTS

A. Preparation:

1. Repair tie holes and surface defects immediately after form removal.
2. After approval by the engineer, remove honeycombed and otherwise defective concrete down to sound concrete.
3. If chipping is necessary, place edges perpendicular to surface or slightly undercut.
4. No feathered edges will be permitted.
5. Dampen patch and minimum of 6 in. of surrounding area.

B. Bonding Grout:

1. Use mix of approximately one part cement to one part fine sand passing No. 30 mesh sieve.
2. Mix to consistency of thick cream.
3. Brush into surface.

C. Patching Mixture:

1. Use same materials and approximately same proportion used for concrete.
2. Omit coarse aggregate.
3. Mix one part cement to 2 parts sand by damp loose volume.
4. Use patching mortar to match color of surrounding concrete as determined by trial patch.
5. Add water only as necessary for handling and placing.

6. Mix patching mortar in advance and allow to stand with frequent manipulation with trowel, without addition of water, until it has reached stiffest consistency that will permit placing.

D. Patch Application

1. Apply patching mortar after bonding grout has lost its sheen.
2. Thoroughly consolidate mortar into place and strike off to leave patch slightly higher than surrounding surface.
3. Leave undisturbed for one hour minimum before being finally finished.

- E. Tie Holes: After cleaning and dampening, fill solid with patching mortar.

3.06 FINISHING OF FORMED SURFACES

A. As-Cast Finishes:

1. Rough Form Finish: (Not exposed to view)
 - a. No selected form facing materials are specified.
 - b. Patch tie holes and defects.
 - c. Remove fins exceeding 1/8 in. in height.
 - d. Leave surfaces with texture imparted by forms.
2. Smooth Form Finish (Exposed to view):
 - a. Form facing material shall produce smooth, hard, and uniform texture on concrete.
 - b. Arrange facing material orderly and symmetrical with minimum seams.
 - c. Supported by forms capable of preventing excessive deflection.
 - d. Do not use materials with raised grain, torn surfaces, worn edges, patches, dents, or other defects which will impair texture of concrete.
 - e. Patch tie holes and defects.
 - f. Remove fins completely.

B. Related Unformed Surfaces:

1. Strike tops of walls or buttresses, horizontal offsets, and similar unformed surfaces occurring adjacent of formed surfaces. Smooth after concrete is placed and floated to texture consistent with that of formed surfaces.

2. Final treatment on formed surfaces shall continue uniformly across unformed surface.

C. Finishes Not Designated:

1. All exposed concrete faces: Smooth form finish.
2. Unexposed faces: Rough form finish.

3.07 FINISHING SLABS

A. Conform to ACI 302.

B. Finishing Tolerance:

1. True planes within 1/8 in. in 10 ft. as determined by 10 ft. straight edge placed anywhere on slab in any direction.

C. Floated Finish (Slabs not intended for foot traffic):

1. After concrete has been placed, consolidated, struck off, and leveled do not work concrete further until ready for floating.
2. Begin floating when water sheen has disappeared and when concrete has stiffened sufficiently to permit operation.
3. Check planeness of surface with 10 ft. straight edge applied at two different angles.
4. Cut down high spots and fix low spots to produce surface within finishing tolerance.
5. Refloat immediately to uniform sandy texture.

D. Troweled Finish (Slabs intended for foot traffic):

1. Float finish surface and trowel.
2. Finished surface shall be free of trowel marks, uniform in texture and appearance, and planed to Class A tolerance.
3. On surfaces intended to support floor coverings, remove defects which will show through floor covering by grinding.

E. Broom or Belt Finish: After concrete has received float finish, give coarse transverse scored texture by drawing broom or burlap belt across surface.

F. Finishes Not Designated:

1. Slabs to be exposed: Broom finish.

3.08 CURING

A. General:

1. Comply with ACI 308.
2. After placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
3. Maintain concrete with minimal moisture loss at relative constant temperature for period necessary for hydration and hardening.

B. Preservation of Moisture for Concrete Surfaces not in Contact with Forms:

1. Ponding or continuous sprinkling.
2. Absorptive mats or fabric kept continuously wet.
3. Sand kept continuously wet.
4. Continuous application of steam not exceeding 150 deg. F or mist spray.
5. Curing compound:
 - a. Apply in accordance with manufacturer's recommendations.
 - b. Do not apply to surfaces to which additional concrete or resilient materials are to be bonded unless manufacturer certifies that compound will not prevent bond or positive means are taken to completely remove compound.

C. Curing Period:

1. Continue curing for seven days minimum or when average compressive strength or job-cured cylinders have reached 70% of the specified design strength.

D. Cold Weather:

1. Comply with ACI 306.
2. When mean daily outdoor temperature is less than 40 deg. F, maintain temperature of concrete between 50 deg. F and 70 deg. F for curing period.
3. Make arrangements for heating, covering, insulating, or housing concrete work in advance of placement.
4. Maintain required temperature without injury due to concentration of heat.
5. Do not use combustion heaters during first 24 hrs. unless precautions are taken to prevent exposure of concrete to exhaust gases containing carbon dioxide.

E. Hot Weather:

1. Comply with ACI 305.
2. Make provision for windbreaks, shading, fog spraying, sprinkling, ponding, or wet covering in advance of placement.
3. Take protective measures as quickly as concrete finishing operations will allow.
4. Prevention of rapid surface drying.
 - a. Protect unformed surfaces of slab concrete against rapid surface drying.
 - b. Apply membrane curing compound immediately following finishers.

F. Rate of Temperature Change: Keep changes in temperature of air uniform and do not exceed 5 deg. F in one hour or 50 deg. F in 24 hr. period.

G. Protection from Mechanical Injury:

1. Protect concrete from damaging disturbances, load stresses, shock, and vibration.
2. Protect finished concrete surfaces from damage by construction equipment, material, rain, and running water.

END OF SECTION
03 30 00

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Related Work Specified Elsewhere:
 - 1. Site Preparation: Section 31 10 00.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. D 424-59 (R 1971), Test for Plastic Lime and Plasticity Index for Soils.
 - a. D 698-78, Methods of Test for Moisture-Density Relations of Soils, Using 5.5 lb. (2.5 kg) Rammer and 12 in. (304.8 mm) Drop.
 - b. D 1556-64 (R 1974), Method of Test for Density of Soil in Place by the Sand-Cone Method.
 - c. D 2922-71 (76), Methods of Test of Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - d. D 2937 (94) Method of Test for Density of Soil in Place by the Drive Cylinder method.

1.3 PROTECTION

- A. Maintain protection of trees.
- B. Protect existing utilities, facilities, or permanent objects to remain.
- C. Maintain adequate clearance, cut back banks on stable slope, or properly and substantially sheet, brace, and shore as required to prevent caving or sliding to protect workmen, work, and structures and to prevent undermining, disturbing, or removing support to structures to remain.
- D. Design and build sheeting, bracing, and shoring to withstand loads caused by earth movement and construction operations.
- E. Maintain shape and position of sheeting, bracing, and shoring for duration necessary.
- F. Remove when not necessary.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Fill:

1. Soil free from trash, vegetation, and organic matter, rock over 3" in size, hard lumps of earth and frozen, corrosive or perishable material. All fill materials shall be subject to the approval of the Engineer.

B. Top Soil:

1. Fertile, friable loam, suitable for growth of grass and plants.
2. Decomposed vegetable matter, finely divided and minimum 4% by weight.
3. Free from subsoil, clay, brush, weeds, stones larger than 1/2 in. diameter, stalks, roots, and other materials that would be toxic or harmful to growth.

PART 3 - EXECUTION

3.1 CLASSIFICATION OF EXCAVATED MATERIALS

- A. All excavated materials will be unclassified except rock excavation which consists of the removal and disposal of natural material encountered that cannot be excavated without continuous and systemic drilling and blasting or continuous use of a ripper or other special equipment. Intermittent drilling or blasting performed to increase production and unnecessary for excavation of material encountered will not be classified as rock excavation.

3.2 EXCAVATION

- A. Perform excavation of every description and of substances encountered within grading limits of project to lines and grades indicated.
- B. Transport suitable excavated material to and place in fill areas within limits of work.
- C. Where material encountered within limits of work is unsuitable, excavate material below required grade and replace with suitable material.
- D. Maintain existing sections and ditches to ensure proper drainage at all times.
- E. Construct and maintain ditches and channels to avoid damage to sections.
- F. Utilize suitable excavated materials in construction.

3.3 BORROW AREA

- A. In excavating materials which are suitable for use in the dam embankment, the Engineer will designate the depths of cut and areas to be excavated which will result in the best gradation of materials, and the cuts shall be made to such designated depths and in such areas. The location and extent of all borrow pits within borrow areas shall be as directed, and the Engineer reserves the right to change the limits of the borrow areas in order to obtain the most suitable material, to minimize stripping, or for other reasons.
- B. The borrow area shall be graded smooth upon completion of borrowing operations. The borrow site shall be graded to drain adequately and grades left without humps and ridges. Maximum finished cut slopes in borrow areas shall be 1.5(H) to 1.0(V).
- C. During borrow operations, all cut areas shall be maintained so as to provide surface drainage and prevent ponding of surface water.
- D. The Contractor will be required to excavate sufficient suitable material from borrow areas to complete the work under these Specifications, regardless of whether overly wet conditions encountered are due to groundwater, precipitation, difficulty in draining, or any other reason. To minimize operations with overly wet material, the Contractor will be permitted to utilize portions of the borrow areas which contain dry materials and which have been designated as suitable borrow pits to the greatest extent practicable consistent with obtaining suitable material.
- E. The Contractor shall be entitled to no additional allowance above the base bid on account of the requirement for excavating drainage ditches; for allowing additional time for curing or drying; for stockpiling and re-handling excavated materials which have been deposited temporarily in stockpiles; delays or increased costs due to stockpiling; poor trafficability in the borrow area, the haul roads, or the embankment; reduced efficiency of the equipment the Contractor elects to use; or on account of any other operations or difficulties caused by overly wet or dry materials.

3.4 CHANNEL EXCAVATION:

- A. Description:
Channel excavation shall consist of required excavation for channels, removal and proper utilization or disposal of excavated materials, and constructing, shaping, and finishing of earthwork involved in conformity with required lines, grades, and typical cross sections and in accordance with specifications requirements herein outlined.

B. Construction Methods:

1. Materials removed from excavation shall be satisfactorily disposed of as indicated on drawings or as reviewed, and completed work shall conform to established alignment, grades and cross sections.
2. During construction, channel shall be kept drained, insofar as practicable, and work shall be prosecuted in a neat workmanlike manner.

3.5 COMPACTING

A. General:

1. Place fill in uniform layers, dried or moistened as required to obtain approximate optimum moisture content, and roll where practicable, to density of at least 95% of maximum density at or above optimum moisture determined by ASTM D 698-78 (Standard Proctor).
2. Maximum thickness of uniform layers (loose measurement) shall be as follows:
 - a. Layers of thickness required to achieve the specified density compatible with the equipment being utilized.
 - b. Compaction equipment selected should leave a non-smooth surface; otherwise, scarify each layer prior to placing additional fill materials.
 - c. Compacting equipment and methods of compaction shall be such that uniform density will be obtained over entire area and depth of material being compacted.
 - d. Break up fill material deposited in place by means of scrapers, dump trucks, drag lines, or other similar equipment before being spread into uniform layers.
 - e. Start rolling longitudinally at sides and proceed toward center of crowned sections, or start longitudinally at low side and proceed toward high side of sloped areas, overlapping on successive trips by at least 2 width of roller unit.
 - f. Alternate trips of roller shall be slightly different in length.
 - g. Maintain equipment in good repair and in operating condition; operate and load according to recommendations of equipment manufacturer.
 - h. Mechanical hand tampers:
 - 1) Use reviewed mechanical hand tampers in areas inaccessible to roller equipment.
- 2) Use methods of compaction so that uniform density is obtained throughout entire area and depth of each layer.

3.6 FIELD QUALITY CONTROL

- A. Frequency and Types of Tests:
 - 1. Laboratory shall make one density test of earth fill and embankment for each 5,000 sq. ft of filled areas for each two (2) vertical feet of fill placed in compliance with ASTM D 2937 and D 1556.

3.7 FINISH GRADING

- A. Finish surface not more than 0.15 ft. above or below established grade or reviewed cross-sections.
- B. Where existing grade is disturbed in areas not marked to be graded, regrade disturbed area to original grade.

3.8 EXTRA EXCAVATION

- A. Some areas may have poor or weak soil conditions.
- B. Owner may direct Contractor to undercut proposed subgrade as required and replace unsuitable material with stable material.
- C. These areas of weak soil will be determined by geotechnical engineer in field.

3.9 EXCESS MATERIAL

- A. Excavated and stripped materials meeting requirements for fill or topsoil material in excess of that used to construct required fills, embankments, stockpiles and topsoiled areas shall remain property of Owner and shall be spread on site as directed by the Engineer.
- B. Excess Material that cannot be spread on site shall be hauled offsite by the Contractor.

3.10 DISPOSAL OF WASTE MATERIALS

- A. Objectionable materials such as trash, debris, cleared and grubbed materials, and unsuitable, unusable, and undesirable materials necessary to be removed for construction operations shall be termed Awaste materials@.
- B. Burning of combustible and cleared and grubbed materials will be permitted only after appropriate permits are obtained.
- C. Disposal of waste material shall be the responsibility of the Contractor and all costs associated with hauling and disposal shall be included in the lump sum fee

for the project.

3.11 TOPSOIL

- A. Distribute topsoil on areas indicated to minimum depth of 4 in.
- B. Topsoil from stripping operations which meets requirements of paragraph entitled Materials may be used.
- C. Provide additional topsoil as needed.
- D. Maintain finished surfaces to grade shown, and spread additional topsoil to correct settlement or erosion.
- E. Existing Fencing: Mend damage to existing fencing or provide temporary fencing to maintain function of fencing that is disturbed.

* END OF SECTION *
31 00 00

SECTION 31 10 00

SITE PREPARATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Related Work Specified Elsewhere:
 - 1. Earthwork: Section 31 00 00.

1.2 JOB CONDITIONS

- A. Protection of Existing Improvements:
 - 1. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.
 - 2. Protect improvements on adjoining properties as well as those on Owner's property.
 - 3. Restore improvements damaged by work to their original condition, as acceptable to owners or other parties or authorities having jurisdiction.
- B. Protection of Existing Trees and Vegetation:
 - 1. All trees and vegetation outside of clearing limits shall be protected.
 - 2. Protect against unnecessary cutting, breaking or skinning of roots, or skinning and bruising of bark.
 - 3. Do not smother trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
 - 4. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing.
 - 5. Water trees and other vegetation which are to remain within limits of contract work to maintain their health.
 - 6. Carefully and cleanly cut roots and branches of trees where roots and branches obstruct construction.
 - 7. Coat roots over 1 in. diameter that are cut during construction operations with asphalt paint.
 - 8. Temporarily cover exposed roots with wet burlap to prevent roots from drying out.
 - 9. Provide early cover as soon as possible.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Asphalt Paint: Emulsified asphalt or other coating especially formulated for horticultural use on cut or injured plant tissue.
- B. Liquid Fertilizer: 20% nitrogen, 10% phosphorus, and 5% potash.

PART 3 - EXECUTION

3.1 PRESERVATION OF STAKING

- A. Site preparation operations shall preserve survey staking.
- B. At completion of site preparation, check staking and reset missing, damaged, or disturbed staking.
- C. Use staking to check that obstructions have been removed within designated construction areas, right-of-way, or easements.

3.2 SITE CLEARING

- A. Topsoil Removal:
 - 1. Topsoil is defined as friable clay loam surface soil found to a depth of not less than 4 in.
 - 2. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 1/2 inch in diameter.
 - 3. Strip topsoil to depths encountered.
 - 4. Perform stripping in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - 5. Remove heavy growths of grass from areas before stripping.
 - 6. Where trees are indicated to be left standing, stop topsoil stripping at sufficient distance from such trees to prevent damage to main root system.
 - 7. Stockpile topsoil in storage piles in designated areas.
 - 8. Construction storage piles shall freely drain surface water.
 - 9. Cover storage piles if required to prevent wind-blown dust.
- B. Clearing and Grubbing:
 - 1. Clear project site of trees, shrubs, and other vegetation, except for those indicated to be left standing.
 - 2. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 3. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
 - 4. Fill depressions caused by clearing and grubbing operations with

satisfactory soil material, unless further excavation for earthwork is indicated.

5. Place fill materials in horizontal layers not exceeding 6 in. loose depth, and thoroughly compact to density equal to adjacent original ground.
6. On areas required for embankment construction, completely remove all stumps, roots and other organic material.
7. Blade entire area to prevent ponding of water and to provide drainage, except in areas to be immediately excavated.

C. Removal of Obstructions or Improvements:

1. Remove culverts, storm sewers, manholes, weir structures and inlets in proper sequence for maintenance of traffic and drainage.
2. Backfill and tamp holes remaining after removal of obstructions.
3. Complete operation by blading, grading, or bulldozing, so that prepared area is free of holes, ditches, abrupt changes in elevations, irregularities of contour, and drainage of area is preserved.
4. Completely fill abandoned storm sewers, culverts, sanitary sewers, conduits, and water or gas pipes over 3 in. in diameter, with concrete or grout to form tight closure when backfilling is required.
5. Removal of Above-Grade Improvements:
 - a. Remove surfacing and pavements, including bases for pavements.
 - b. Remove concrete slabs, curbs, gutters, walks, concrete or wood headers, valve boxes, concrete and masonry walls, posts, poles, fences, manhole frames and covers, catch basin grates, and other work as specifically indicated.
6. Removal of Below-Grade Improvements:
 - a. Remove foundations, footing, walls, catch basins, manholes, cisterns, septic tanks, underground pipe, and other work as specifically indicated.
 - b. Remove foundation and underground obstructions to following depths:
 - 1) In areas to receive embankment: 2 ft. below natural ground.
 - 2) In areas to be excavated: 2 ft. below lower elevation of excavation.
 - 3) Other areas: 1 ft. below natural ground.

3.3 DISPOSAL OF WASTE MATERIALS

A. Burning on Owner's Property:

1. Burning of combustible cleared and grubbed materials will only be permitted after appropriate permits are obtained.

- B. Removal of Waste Materials:
 - 1. Remove waste materials and unsuitable and excess topsoil from Owner's property and legally dispose of it.

3.4 ADJUSTMENTS

- A. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to Engineer.
- B. Repair tree damage by qualified tree surgeon.
- C. Replace trees which cannot be repaired and restored to full growth status, as determined by tree surgeon.

END OF SECTION
31 10 00

SECTION 31 23 17

EXCAVATING, FILLING AND BACKFILLING FOR STRUCTURES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Related Work Specified Elsewhere:
 - 1. General Requirements: Section 01 11 00.
 - 2. Site Preparation: Section 31 10 00.
 - 3. Cast-in-Place Concrete: Section 03 30 00.
- B. Definitions:
 - 1. Cohesionless and cohesive materials:
 - a. Cohesionless materials: Gravels, gravel-sand mixtures, sand, and gravelly sands.
 - b. Cohesive material: Clayey and silty gravels, gravel-silt mixtures, clayey and silt mixtures, clayey and silty sands, sand-clay mixtures, clays, silts, and very fine sands.
 - 2. Degree of compaction required: Percentage of maximum obtained by test procedure presented in ASTM D 698.

1.2 QUALITY ASSURANCE

- A. Design Criteria: Conform to dimensions and elevations of structure.

1.3 PROTECTION

- A. Repair damage caused by project construction operations to new and existing utility lines that are to be retained at locations shown on drawings, or made known prior to excavation.
- B. Report immediately to Owner damages to existing utility lines that are not shown or locations of which were not known.
- C. When utility lines are to be removed or relocated, notify Owner in time to prevent interruption of services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill:
 - 1. Fill material shall be approved by the Engineer.

2. Material shall be free of debris, roots, organic or frozen materials.
- B. Crushed Stone Drainage Fill: Number 34 crushed stone unless shown otherwise on the drawings.

PART 3 - EXECUTION

3.1 EXCAVATION

A. General :

1. Except where concrete for walls and footings is authorized to be deposited directly against excavated surfaces, extend excavation sufficient distance from walls and footings to allow for placing and removal of forms, for installation of services, and for inspection. All excavations to expose final grade shall be performed with machines equipped with smooth flat blades.
2. Excavations carried below indicated depths will not be permitted except to remove unsatisfactory material.
3. Excavate unsatisfactory material, as directed, below grades shown and replace with satisfactory materials approved by Engineer.
4. Replace materials removed below indicated depths, without specific directions, with satisfactory materials and compact.
5. Column footings shall bear on compacted earth.

B. Drainage:

1. Perform excavation of site area and immediate surroundings to continually and effectively drain by gravity.
2. Do not allow water to accumulate in excavation.
3. Drain excavation to prevent softening of foundation bottom, undercutting of footings, or other actions detrimental to proper construction procedures.

C. Shoring:

1. Place shoring and sheet piling to protect banks, adjacent paving, structures and utilities.
2. Remove shoring, bracing, and sheeting to prevent caving as excavations are backfilled.

D. Excavated Materials:

1. Place satisfactory excavated material required for fill or backfill in permanent work or stockpile separately if materials cannot be readily placed.
2. Dispose of satisfactory material in excess of project requirements and unsatisfactory materials as directed by the engineer.
3. Place, grade, and shape stockpiles for proper drainage.

E. Final Grade:

1. Take care not to disturb bottom of excavation.

2. Do not make excavation to final grade until immediately prior to placing of concrete.
3. Excavations for column footings shall be inspected by the soils engineer before placing concrete. Owner shall be notified 24 hours in advance of required inspection.

3.2 FILLING AND SUBGRADE PREPARATION

A. Fill:

1. Provide fill where required to raise concrete slabs, appurtenances, and adjacent areas to required elevations.
2. Replace unsuitable material and removed topsoil material to required elevations, as required by the geotechnical engineer.
3. Replace unstable material and remove topsoil within areas of structures.
4. Do not place fill on subgrade that is muddy, frozen, or contains frost.
5. Spread layers uniformly.
6. Moisten layers uniformly.
7. Compact each layer with self-propelled or towed sheepsfoot rollers except within 5 feet of structures where smaller trench rollers or mechanical tampers should be used.
8. Place fill in loose layers, not exceeding 8 in. in thickness and compact to at least 95% of maximum density.
9. Bring surface to reasonably true and even plane for review.

B. Filling under Concrete Slabs on Grade:

1. Where concrete slabs are placed on earth or fill, remove organic matter and excavate subgrade within limits of slab construction for minimum of 6 in. Below natural grade.
2. Soils, other than undisturbed earth providing a uniform bearing under the entire slab, shall be prepared as described in 3 thru 7 below.
3. Loosen additional 6 in. below excavated material.
4. Moisten as required to obtain optimum moisture content.
5. Manipulate and re-compact to density of 95% of Standard Proctor density complying with ASTM D 698 at not less than optimum moisture content.
6. Place fill in loose layers, not exceeding 8 in. in thickness and compact to at least 95% of maximum density.
7. Determine maximum density and moisture content in accordance with ASTM D 698.

3.3 BACKFILLING

- A. Place backfill material equivalent to specified fill material in layers around structures.
- B. Backfill material shall not contain wood, grass, roots, broken concrete, stones, trash, or other debris.
- C. Compact to density of 95% of Standard Proctor density complying with ASTM D

698 at not less than optimum moisture content.

- D. Do not use water settlement procedures.
- E. Do not deposit backfill intended to be mechanically tamped in water.

3.4 SOIL COMPACTION TESTING

- A. After compaction, the laboratory shall perform one soil compaction test per 5,000 sq. Ft. or a minimum of one test per every two (2) feet of fill placed in compliance with ASTM D 1556 and ASTM D 2937.
- B. If test results are not satisfactory, modify compaction procedure to obtain acceptable maximum density.

END OF SECTION
31 23 17

SECTION 31 23 19

CARE, DIVERSION AND REMOVAL OF WATER

PART 1 - GENERAL

1.1 PROTECTION

- A. The Contractor shall provide all diversion and care of stream during construction.
- B. The Contractor shall construct and maintain all necessary channels, flumes, drains, sumps, and/or other temporary diversion and protective work; shall furnish all materials required thereof; and shall furnish, install, maintain, and operate all necessary pumping and other equipment for removal of water from the various parts of the work and for maintaining the foundations and other parts of the work free from water. The Contractor shall be responsible for and shall repair at his expense any damage to the foundations, structures, or any other part of the work caused by floods, water or failure of any part of the diversion of protective work.

1.2 SUBMITTALS

- A. Prior to beginning any work on diversion and care of stream and removal of water from foundations, the Contractor shall submit for approval a water control plan showing his proposed method for the diversion and care of the water during construction and removal of water from foundations. The plan may be placed in operation upon approval, but nothing in this section shall relieve the Contractor for full responsibility for the adequacy of the diversion and protection works.

PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The contractor shall verify the existing conditions.

3.2 DIVERSION AND CARE OF SURFACE WATER

- A. The Contractor shall provide measures to route surface runoff and stream flows to prevent damage to the foundation subgrade, embankment fill, internal drains, permanent ditches, drawdown structures, outlet conduits and all other project features.

3.3 REMOVAL OF WATER FROM FOUNDATIONS

- A. The Contractor should be aware that considerable removal and control of groundwater will be required during undercutting and replacement of unsuitable materials in the floodplain, installation of the seepage drains and construction of the spillway structure, conduits, and plunge pool.
- B. The design of the dewatering system is the responsibility of the contractor.
- C. Dewatering shall be accomplished in a manner that will prevent the loss of fines from the foundation.
- D. The Contractor will maintain the stability of the excavated slopes and bottom of the trenches.
- E. The contractor shall perform dewatering such that groundwater is lowered in all work areas to a depth of at least three feet below the lowest excavation level.
- F. The dewatering system should function continuously, 24 hours a day, 7 days a week until structures, drains and fill (if appropriate) is placed to a level of at least three feet above stabilized groundwater levels.
- G. Construction operations shall be performed in the dry.
- H. The Contractor must use well-points, deep sumps, cased wells and/or similar means of effectively dewatering the floodplain area. Shallow sumps and trenches will not provide adequate dewatering.
- I. The Contractor will be required to control seepage along the bottom of the excavation.
- J. The Contractor shall install temporary groundwater monitoring wells at locations directed by the Geotechnical Engineer to confirm that the groundwater has been lowered to the level directed by the contract documents.

3.4 REMOVAL OF DIVERSION AND DEWATERING WORKS

- A. All cofferdams or other temporary diversion and dewatering works downstream from the dam shall be removed from the stream channel in a manner approved by the Engineer.

- B. The portions of the dewatering works that are to remain in place such as well-points or cased wells shall be filled with cement grout as directed by the Engineer.

END OF SECTION
31 23 19

SECTION 31 23 23

FLOWABLE FILL

PART 1 GENERAL

1.01 CONTRACTOR shall furnish and place controlled low strength material (CLSM) backfill bedding where shown in the DRAWINGS.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):

- a. C33, Standard Specification for Concrete Aggregates.
- b. C94, Standard Specification for Ready-Mixed Concrete.
- c. C143/C143M, Standard Test Method for Slump of Hydraulic-Cement Concrete.
- d. C150, Standard Specification for Portland Cement.
- e. C494/C494M Rev A, Standard Specification for Chemical Admixtures for Concrete.
- f. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- g. D4832, Standard Test Method for Preparation and Testing of Controlled Low Strength (CLSM) Test Cylinders.
- h. D5971, Standard Practice for Sampling Freshly Mixed Controlled Low-Strength Material.
- i. D6023, Standard Test Method for Density (Unit Weight), Yield, Cement Content, and Air Content (Gravimetric) of Controlled Low-Strength Material (CLSM).
- j. D6024, Standard Test Method for Ball Drop on Controlled Low-Strength Material (CLSM) to Determine Suitability for Load Application.
- k. D6103, Standard Test Method for Flow Consistency of Controlled Low-Strength Material (CLSM).

1.03 SUBMITTALS

A. Provide product data on the CLSM mix design.

PART 2 PRODUCTS

2.01 MATERIALS

A. General:

1. The CLSM shall consist of a mixture of sand, coarse aggregate, cement and water.
2. The mix shall have good workability and flowability with self-compacting and self-leveling characteristics.
3. No changes shall be made in the amounts or sources of the approved mix ingredients without the approval of ENGINEER.
4. Product inspection and field-testing of the approved mix may be made by, or on behalf of, OWNER.

B. Cement: All cement used shall be Type II Portland cement which shall conform to the requirements of ASTM C150.

C. Aggregates:

1. Fine Aggregate: All fine aggregate shall conform to the grading and quality requirements of ASTM C33.
2. Coarse Aggregate: Coarse aggregate shall conform to the grading and quality requirements of ASTM C33 for size No. 476, No. 57, or No. 67.

D. Water: The batch mixing water and mixer washout water shall conform to the requirements of ASTM C94.

E. Admixtures:

1. Chemical admixtures that do not contain calcium chloride and conform to ASTM C494/C494M for concrete may be used in the CLSM mix.
2. All chemical admixtures shall be compatible with the cement and all other admixtures in the batch.

F. CLSM Proportions:

1. Strength: CLSM shall have a minimum twenty-eight (28) day compressive strength of one hundred (100) psi when molded and cured as in conformance with ASTM D4832.
2. The CLSM shall have a minimum cement content of fifty (50) pounds per cubic yard. The water-cementitious materials ratio of the mix shall not exceed three and one-half to one (3.5:1).
3. Air-Entrainment: All CLSM shall be air entrained to a total air content of approximately five percent (5%).
4. Slump: The minimum slump shall be six (6) inches and the maximum slump shall be eight (8) inches when tested in accordance with ASTM D6103.

5. Aggregate: Fine aggregate shall be between fifty percent (50%) and sixty percent (60%) by volume of the total aggregates in the CLSM mix.

6. Consistency:

a. The consistency of the CLSM slurry shall be such that the material flows easily into all openings.

b. A stiffer mix of slurry may be required to prevent CLSM from flowing down the trench.

c. When a stiffer mix is used, vibration shall be performed to ensure that the CLSM slurry completely fills all spaces.

PART 3 EXECUTION

3.01 GENERAL

A. CLSM shall not be placed, if, in the judgment of ENGINEER, weather conditions are unsuitable.

B. CLSM shall not be placed when the ground is frozen or contains frozen materials.

C. CLSM shall not be placed when the air temperature is below forty degrees Fahrenheit (40°F) unless the air temperature is thirty five degrees Fahrenheit (35°F) or more and the temperature is rising.

3.02 PLACEMENT

A. Rodding, mechanical vibration and compaction of CLSM shall be performed to assist in consolidating the CLSM.

B. CLSM shall be deposited as nearly as practical in its final position and in no way cause foreign material to become mixed with the CLSM.

*** END OF SECTION ***

SECTION 31 23 33
TRENCHING AND BACKFILLING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes trenching, foundation preparation, backfilling and compaction (as applicable) for the installation of underground pipelines.
- B. Related Sections:
 - 1. Section 31 23 19 – Dewatering

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C 1479, Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
 - 2. ASTM D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - 3. ASTM D 698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
 - 4. ASTM D 1556, Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
 - 5. ASTM D 2216, Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
 - 6. ASTM D 2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
 - 7. ASTM D 2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - 8. ASTM D 2937, Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method
 - 9. ASTM D 6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.3 SUBMITTALS

- A. Submit the following for review prior to commencement of the work of this Section:
 - 1. Certifications by material suppliers for proposed borrow materials showing conformance with the Specifications as applicable.

1.4 QUALITY ASSURANCE / QUALITY CONTROL

- A. Owner will retain the services of independent Quality Control firm(s) to determine conformance of the materials and constructed work with the Specifications.

1.5 PROJECT CONDITIONS

- A. The Contractor is solely responsible for excavation slope stability. Excavation work shall be in compliance with applicable local, state and federal regulations (including OSHA).

PART 2 PRODUCTS

2.1 SOURCE QUALITY CONTROL

- A. Proposed materials and source of supply shall be approved by the Owner and Engineer as specified prior to delivery and use in the construction. The QC Firm shall also determine:
 - 1. The suitability of excavated trench bottoms for pipe bedding.

2.2 STABILIZER AGGREGATE (if required)

- A. Stabilizer Aggregate shall consist of coarse aggregate with gradation conforming to Size Number 2 aggregate (2 1/2 inch to 1 1/2 inch nominal size) as defined in ASTM D 448, or as required by the QC Firm.

2.3 PIPE BEDDING MATERIAL

- A. Unless otherwise indicated, Bedding Material shall consist of either excavated material or imported material conforming to the specifications in the following paragraphs, depending on type of pipe.
- B. Precast Reinforced Concrete Pipe (RCP) Bedding: Conform to the requirements for Category I, II or III materials as defined in ASTM C 1479 and as specified in the following paragraphs. Maximum particle size shall be one inch.
 - 1. Category I materials consist of clean coarse-grained soils and having characteristics consistent with SW, SP, GW or GP classifications as defined by the Unified Soil Classification System (USCS).
 - 2. Category II materials consist of coarse-grained soils with fines and having characteristics consistent with SM, SC, GM or GC classifications as defined by the USCS.
 - 3. Category III materials consist of fine-grained soils having characteristics consistent with CL, ML, or CL-ML classifications as defined by the USCS.
- C. PVC Pipe Bedding: Conform to the requirements for Class II or Class III materials as defined in ASTM D 2321 and as specified in the following paragraphs. Maximum particle size shall be: 3/4 inch (for pipe diameters greater than 6 inches); 1/2 inch for pipes 4-inch to 6-inch diameter; and 3/8 inch for pipes less than 4-inch diameter.
 - 1. Class II materials consist of clean coarse-grained soils and having characteristics consistent with SW, SP, GW or GP classifications as defined by the Unified Soil Classification System (USCS).

2. Class III materials consist of coarse-grained soils with fines and having characteristics consistent with SM, SC, GM or GC classifications as defined by the USCS.

D. Testing of Bedding Material:

1. Soil Classification (ASTM D 2487): Minimum of one test for each visible change in material.

2.4 INITIAL TRENCH BACKFILL

- A. Initial Trench Backfill shall have characteristics consistent with Class II, Class III, or Class IV-A materials as defined in ASTM D 2321 with maximum particle sizes as specified in subsection 2.03 and as specified in the following paragraphs. On-site excavated materials will be considered suitable for Initial Trench Backfill, provided that the material conforms to the above specified maximum particle sizes and is substantially free of roots, trash and other material which may be compressible or which cannot be compacted properly.

1. Class II and Class III materials are as defined in subsection 2.03.C.
2. Class IV-A materials consist of fine-grained inorganic soils having characteristics consistent with ML or CL classifications as defined by the USCS.

B. Testing of Initial Trench Backfill Material:

1. Soil Classification (ASTM D 2487): Minimum of one test for each visible change in material.

2.5 FINAL TRENCH BACKFILL

- A. Final Trench Backfill shall consist of soil obtained from trench excavation, provided that it is substantially free of material which may be compressible or which cannot be compacted properly.

B. Testing of Final Trench Backfill Material:

1. Moisture-Density Curve (ASTM D 698): Minimum of one test for each visible change in material.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

- A. The following tests shall be performed during placement and compaction of Final Trench Backfill in areas subject to vehicular traffic:

1. In-Place Density (using ASTM D 1556, ASTM D 2937, or ASTM D 6938): Minimum of one test for every lift of Final Trench Backfill placed for every 100 linear feet of trench (or fraction thereof) and at each road crossing.

2. Moisture Content (using ASTM D 2216 or ASTM D 6938): Minimum of one test for every lift of Final Trench Backfill placed for every 100 linear feet of trench (or fraction thereof) and at each road crossing.

3.2 PREPARATION

- A. Establish required alignment and elevations for trench excavation.
- B. Implement, operate and maintain dewatering system as required to control groundwater in conformance with the requirements of Section 031 23 19. This work shall be included as part of the Base Bid.

3.3 EXCAVATION

- A. Excavate trenches for pipe installation where indicated on the Drawings and as specified in the following paragraphs.
- B. The depth of trench excavation shall be as necessary to provide the required invert elevations and stable foundation for the pipe. Excavate trenches to the width necessary for proper installation of the piping as indicated on the Drawings.
- C. Sloping, shoring or bracing shall be used as necessary to prevent failure of the trench banks. All trench protection shall conform to applicable laws and regulations, including OSHA regulations regarding trench excavation.
- D. Pipe Foundation Stabilization:
 1. If existing material below the pipe invert elevation is unsuitable (such as excessively soft soils) for properly laying pipe, stabilize the subgrade using methods approved by the Owner and Engineer. Stabilization shall include: undercutting and replacement with suitable material (as defined below); or in-situ stabilization of subgrade.
 2. For undercutting, excavate and remove the unsuitable material to the required depth below the pipe invert as determined by the QC firm and approved by the Owner and Engineer. Replace the removed unsuitable material with Stabilizer Aggregate, or as required by Owner's QC Firm, which shall be placed in horizontal loose lifts no greater than six inches and "lightly" compacted. "Light" compaction for purposes of trench stabilization is defined as spreading and tamping with a backhoe bucket to ensure reasonable uniformity of stabilized trench bottom.
- E. Removal of materials beyond the indicated subgrade elevations, without authorization by the Owner and Engineer, shall be classified as unauthorized excavation and shall be backfilled and compacted at no additional cost to the Project.
- F. Unless otherwise approved by the Owner and Engineer, a minimum of 6-inch thickness of Bedding Material shall be placed under all pipe. Thoroughly compact Bedding Material using manually-guided compaction equipment and accurately grade to the required elevations and slopes.
- G. If rock is encountered in trench excavations, remove rock to a depth of six inches below the pipe invert elevation using methods approved by the Owner and Engineer. Place and

compact Stabilizer Aggregate or Bedding Material to required elevation for installation of pipe as approved by the Owner and Engineer.

- H. Removal of rock and stabilization of trench subgrade shall be included as part of the Base Bid.
- I. Where suitable subgrade conditions are encountered, as determined by the QC Firm and approved by the Owner and Engineer, shape the existing exposed materials as required to provide a firm and uniform bearing for piping. Thoroughly compact using manually-guided compaction equipment.

3.4 PIPE INSTALLATION

- A. Install piping as shown on the Drawings and as specified in the applicable sections of the Specifications.

3.5 BACKFILLING AND COMPACTING

- A. Backfilling and compacting shall conform to the details shown on the Drawings and as specified in the following paragraphs.
- B. Place and compact Initial Trench Backfill around pipes in the “haunch zone” up to the pipe “springline” (centerline). Contractor shall take necessary measures to prevent the pipe from being displaced upwards during compaction of fill in this area. If applicable, continue placement and compaction of the material around and over pipes as follows:
 - 1. Reinforced Concrete Pipe (Gravity-Flow): No Initial Trench Backfill is required above pipe centerline.
 - 2. PVC Pipe: Place and compact Initial Trench Backfill in six-inch lifts up to approximately 12 inches above the top of the pipe.
- C. Initial Trench Backfill shall be placed on both sides of pipes at the same time and to approximately the same elevation. Each lift shall be thoroughly compacted using manually-guided compaction equipment.
- D. Do not place Final Trench Backfill until the piping, as installed, conforms to the specifications.
- E. Place and compact Final Trench Backfill for pipe installations as follows:
 - 1. Place backfill in lifts not greater than six-inch loose thickness and compact as specified in the following paragraphs.
 - 2. Other than areas described in the following paragraph 3, compact trench backfill to at least 95 percent of the material's maximum dry density as determined by ASTM D 698.
 - 3. For piping under pavement and building pads, backfill placed within the top 12 inches of the finished subgrade shall be compacted to a minimum of 98 percent of the material's maximum dry density as determined by ASTM D 698.

- F. Place Final Trench Backfill up to the required subgrade elevation for roadway construction or finish grade (as applicable) and as indicated on the Drawings.
- G. Placement and compaction of trench backfill around and over pipes shall be performed in a manner that does not damage the pipes. Pipes that are damaged shall be replaced.
- H. Construction traffic shall not be allowed to cross installed pipes prior to placement and compaction of the full depth of cover.
- I. Materials not meeting density specification requirement shall be scarified, recompact and retested.

3.7 DISPOSAL OF MATERIAL

- A. Excess and unsuitable materials shall be placed on-site where approved by the Owner and Engineer or hauled off site and legally disposed of.

END OF SECTION
31 23 33

SECTION 31 25 14

SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SCOPE

- A. These specifications cover control of Soil Erosion from the project area during the construction period and until such time as permanent erosion control is effective.

1.2 REFERENCE STANDARDS (LATEST EDITIONS)

- A. Environmental Protection Agency, Guidelines for Erosion and Sediment Control Planning and Implementation.
- B. Environmental Protection Agency, Control of Erosion and Sediment Deposition from Construction of Highways and Land Development.
- C. Environmental Protect Agency, Guidelines for Erosion and Sediment Control Planning and Implementation , Environmental Protection Agency.
- D. Soil Conservation Service, Georgia, Manual of Standards and Specifications for Control of Soil Erosion and Sediment in Areas Undergoing Urban Development.
- E. State Soil and Water Conservation Committee of Georgia, Manual for Erosion and Sediment Control in Georgia.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All sediment and erosion control measures to meet local ordinance and Georgia Department of Natural Resources rule and regulations.

PART 3 - EXECUTION

3.1 STORM DRAINAGE SYSTEM

- A. As much of the storm drainage system as is practicable shall be initially installed and surface water diverted into the system. The remainder of the storm drainage system shall be installed as soon as conditions will allow.
- B. Temporary sediment barriers shall be maintained around street drainage structures until final subgrade preparation is begun. It is recommended that the

Contractor utilize shoulder berms, silt screen, or hay bales staked to the ground for this purpose.

3.2 GRADING OPERATIONS

- A. Grading operations shall be scheduled such that the ground surface will be disturbed for the shortest possible time. Excavated materials shall be immediately placed into compacted embankments. Large areas shall be maintained as flat as possible to minimize soil transport through surface flow.
- B. Wherever steeper slopes or abrupt changes in grade are required, a diversion or berm shall be constructed at the top of the slope to cause the surface water to flow along the diversion to a control point. In no case shall surface water be allowed to flow uncontrolled down slopes.

3.3 GRASSING AND MULCHING

- A. Slopes and graded areas as indicated on drawing that are not to be immediately planted with permanent grass shall be seeded with a temporary seed that will produce a fast growing cover resistant to erosion. For shorter duration exposures, mulch may be applied alone to control erosion. Temporary seeding and mulch shall be applied to the steeper slopes.

3.4 EROSION CONTROL CHECK DAMS

- A. Check dams shall be constructed across all drainage outfalls leaving the project area. All drainage leaving the site shall be diverted to a check dam. Check dams may be constructed of rubble, logs, brush, fencing, or other non-corrosive material. Sufficient wire mesh shall be employed to hold the lighter materials in place. Brush dams shall be tightly compacted by passes of tracked equipment.
- B. The maximum height of the check dams shall be four feet and they shall be arranged to cause ponding behind them. Provision shall be made to remove the accumulated sediment periodically. The Contractor shall be responsible for anchoring check dams so that they will not be dislodged during high flows. Check dams shall be placed in the series in drainage outfalls to control sediment transport and shall be removed when permanent erosion control is effective.

3.5 PERIMETER SILT BARRIERS

- A. Prior to commencement of any clearing or earthwork install the perimeter silt fencing at all points where flows onto adjacent properties.

3.6 SLOPE DRAINS

- A. Temporary drains shall be provided to convey surface water down slopes. Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement, concrete, bituminous concrete, or plastic sheets stabilized with asphalt. Slope drains shall be provided with an apron at their tops to anchor them and properly direct water into them. Stone or rubble shall be placed at slope drain outlets to prevent scour at these points.

3.7 DIVERSION DITCHES

- A. Temporary diversion ditches shall be constructed and maintained during construction to protect structures and site improvements, to direct drainage into the storm drainage and/or siltation ponds, and to protect other property.

3.8 LEVEL SPREADERS

- A. Level spreaders shall be constructed to convert a concentrated flow of storm runoff into sheet flow and to outlet it onto areas stabilized by existing vegetation without causing erosion. Entrance to spreader must be graded in a manner to insure that runoff enters directly onto a zero percent graded channel. Construct level lip on zero percent grade to insure uniform spreading of storm runoff. Periodic inspection and maintenance must be provided to insure the intended purpose is accomplished.

3.9 MAINTENANCE

- A. Maintain all erosion control structures at all times during the construction period.
 - 1. The contractor shall make daily inspections of the erosion control structures and shall construct adjustments and temporary structures as may be required to meet changing conditions.
 - 2. After each rain the Contractor shall inspect all erosion control structures and shall make repairs, reinforcements, and/or adjustments as required to keep the structures in working order.

END OF SECTION
31 25 14

SECTION 31 32 20

GEOTEXTILES

PART 1 - GENERAL

1.1 SCOPE

This specification covers nonwoven geotextile fabrics for use in all applications. The geotextile shall serve as a permeable layer allowing water to flow through while retaining the soil underneath.

1.2 REFERENCES

The following are ASTM Standards applicable to this Specification:

D3786 Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics -
Diaphragm Bursting Strength Tester Methods

D4354 Sampling of Geotextiles for Testing

D4355 Deterioration of Geotextiles from exposure to ultraviolet light & Water (Xenon-
arc Type Apparatus)

D4491 Water Permeability of Geotextiles by Permittivity

D4533 Trapezoid Tearing Strength of Geotextiles

D4632 Breaking Load and Elongation of Geotextiles (Grab Method)

D4751 Determining Apparent Opening Size of a Geotextile

D4759 Determining the Specification Conformance of Geotextiles

D4833 Index Puncture Resistance of Geotextiles, Geomembranes and Related Products

1.3 SUBMITTALS

Technical specifications and samples of the proposed geotextile(s) shall be submitted for approval.

PART 2 - PRODUCTS

2.1 MATERIAL REQUIREMENTS

Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain synthetic polymers. Where the geotextile will be in contact with fresh concrete, polyester fabrics will not be permitted. They shall be formed into a nonwoven network such that the filaments or yarns retain dimensional stability relative to each other, including selvages. The geotextile shall be mildew and rot resistant, resistant to ultraviolet light exposure, insect and rodent resistant and inert to commonly encountered chemicals and hydrocarbons.

Geotextiles shall be nonwoven, needle-punched type having a minimum average roll weight of 8.0 oz./sq. yard and shall conform to the physical requirements stipulated in Table 1. Heat bonded geotextiles will not be permitted.

TABLE 1 REQUIREMENTS FOR NONWOVEN GEOTEXTILES		
PROPERTY	TEST METHOD	
Tensile Strength (lbs.) <u>1/</u>	ASTM D4632 Grab Test	200 min.
Bursting Strength (psi) <u>1/</u>	ASTM D3786 Diaphragm Tester	360 min.
Elongation At Failure (Percent) <u>1/</u>	ASTM D4632 Grab Test	≥50
Puncture (lbs.) <u>1/</u>	ASTM D3787	90 min.
Ultraviolet Light (Percent residual tensile strength)	ASTM D4355 150 Hours Exposure	70 min.
Apparent Opening Size - AOS	ASTM D4751	≥#60 <u>2/</u>
Coefficient of Normal Permeability (cm/sec)	ASTM D4491	
<u>1/</u> Minimum average roll value (weakest principle direction) <u>2/</u> U.S. Standard sieve size		

2.2 SAMPLING AND TESTING

The geotextile shall be subject to sampling and testing. Sampling shall be in accordance with ASTM D4354, and testing procedures in accordance with the methods given on Table 1. If the manufacturer's quality control procedures do not include the testing requirements in Table 1, a competent laboratory shall be retained by the manufacturer of the fabric for testing to determine the necessary values.

2.3 MANUFACTURER'S CERTIFICATE

The manufacturer shall file with the purchaser a certificate stating the name of the manufacturer, the chemical composition of the filaments or yarns, and other pertinent information so as to fully describe the geotextile. The manufacturer shall include in the certificate a guarantee stating that the geotextile that is furnished meets the requirements of the specification. The certificate shall be attested to by a person having legal authority to bind the company. Either mismarking or misrepresentation by the manufacturer shall be reason to discontinue acceptance under these specifications. Notice sent to the manufacturer by the purchaser regarding the discontinuance of acceptance will be considered to be notice to all wholesalers, jobbers, distributors, agents and other intermediaries handling the manufacturer's product.

2.4 PACKAGING AND IDENTIFICATION

The geotextile shall be provided in rolls wrapped with protective covering to protect from mud, dust, dirt, debris, and light. The geotextile shall be free of defects or flaws which affect its physical or chemical properties. Each roll of fabric in the shipment shall be labeled with a number or symbol to identify that production run.

PART 3 - EXECUTION

3.1 SHIPMENT AND STORAGE

During periods of shipment and storage, the geotextile will be kept wrapped until ready for installation. Rolls shall be labeled so as not to allow damage due to lifting devices or other equipment. Geotextile shall not be stored directly on the ground. Rolls of geotextile will be stored under cover on outside on racks supporting the roll at least 6 inches off the ground. Partial rolls shall be labeled as such, any rolls partially used shall not remain uncovered or unwrapped for over 48 hours.

3.2 SUBGRADE PREPARATION

Prior to placement of the geotextile, the subgrade shall be prepared in accordance with the plans. The subgrade shall be free of significant amounts of organic soil, mud, all tree stumps and roots, all metal objects or other sharp protruding objects that could penetrate

the fabric. Filter fabric should be installed in the dry and ruts and similar irregularities shall be filled to prevent overstressing the fabric due to voids underneath the fabric. The subgrade shall be prepared such that when the geotextile and stone are installed there will be intimate contact between the subsoil and the geotextile.

3.3 FABRIC INSTALLATION

The geotextile fabric shall be installed as indicated on the plans. Unless otherwise indicated, geotextile shall be unrolled and placed in the upslope-downslope direction. Placement shall begin from the furthestmost downstream section and proceed in the upstream direction. Unless otherwise indicated, overlaps shall be a minimum of 18 inches. Soft subgrade may require additional overlap. Geotextile shall be secured to the slope with pins, U-shaped bars, or other means as suggested by the manufacturer or as directed by the Engineer. Spacing of securing pins shall not exceed ten feet in any direction. Ample slack will be provided in the geotextile, since fill placement tends to stretch and tighten the fabric. If anchorage trenches are indicated on the plans, special care must be taken to ensure the fabric is properly secured, has adequate slack, and will not be pulled from the trench.

If, during installation of the geotextile, the fabric becomes contaminated or clogged by silt from surface runoff or other sources, the damaged fabric shall be removed and replaced at no additional cost to the owner.

3.4 PLACEMENT OF BEDDING STONE

Bedding stone shall be placed on the geotextile as indicated on the plans. Bedding stone shall be dumped on top of previously-placed stone and spread to a uniform thickness. Dumping of the stone directly on the geotextile should be avoided. No construction vehicles or equipment will be allowed directly on the fabric. Any ruts that develop during spreading or compacting shall be filled with additional aggregate rather than bladed from surrounding areas.

END OF SECTION
31 32 20

SECTION 31 37 00

STONE RIP RAP

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The contractor shall furnish all labor, materials, tools, and equipment necessary for hauling and properly placing stone rip rap at the locations and to the limits indicated on the drawings or as directed by the Engineer.
- B. The rip rap and bedding shall be keyed into surface such that the surface of the completed rip rap approximately coincides with that of the general ground surface.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Furnish stone consisting of trap rock, granite, gneiss, or other hard, durable, tough rock having a percentage of wear more than 4.5 as determined in accordance with AASHTO Designation T3.
- B. Stone, including stone used for bedding shall be of the size and/or weight shown on the Drawings and free from clay, caked stone dust, or other objectionable materials and meeting the gradation based on ASTM C136 / C136M Standard Test Method for Sieve Analysis of Fine and Course Aggregates.
- C. The individual rip rap rock fragments shall be dense, sound and resistant to abrasion and shall be free from cracks, seams and other defects that would tend to increase unduly their destruction by water and frost actions.
- D. Samples of the proposed rip rap material will be furnished to the Engineer for approval.
- E. Rip rap shall be reasonably well graded with a maximum particle size as indicated on the drawings.
- F. Bedding for the rip rap shall consist of a layer of geotextile (filter fabric) overlain by stone, as shown on the drawings, to prevent punching of the fabric when the rip rap is placed. The geotextile shall be AMOCO 4553, LINQ 180EX, MIRA FI 180N or approved equivalent. The fabric will be placed as recommended by the manufacturer. The Contractor's operations shall be such as to prevent damage to the fabric.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. The rip rap need not be compacted but shall be placed to grade in a manner to insure that the smaller rock fragments serve to fill the spaces between the larger rock fragments in such a manner as will result in well-keyed, densely placed, uniform layers of rip rap of the specified thickness. Hand placing will be required only to the extent necessary to secure the results specified above.
- B. The Contractor's placement techniques will be subject to the approval of the Engineer.

END OF SECTION
31 37 00

SECTION 32 92 19

SEEDING

PART 1- GENERAL

1.1 SCOPE

- A. The work covered by this Section consists of furnishing all labor, equipment, and material required to place topsoil, seed, commercial fertilizer, agricultural limestone, and mulch material, including seedbed preparation, harrowing, compacting, and other placement operations on graded earthen areas as described herein and/or shown on the Drawings. In general seeding operations shall be conducted on all newly graded earthen areas not covered by structures, pavement, or sidewalks; all cleared or grubbed areas which are to remain as finish grade surfaces; and on all existing turf areas which are disturbed by construction operations and which are to remain as finish grades surfaces. Areas disturbed by borrow activities shall also be seeded according to these Specifications.
- B. The work shall include temporary seeding operations to stabilize earthen surfaces during construction or inclement weather and to minimize stream siltation and erosion.

1.2 QUALITY ASSURANCE

- A. Prior to seeding operations, the Contractor shall furnish to the Engineer labels or certified laboratory reports from an accredited commercial seed laboratory or state seed laboratory showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the Contractor of any responsibility or liability for furnishing seed meeting the requirements of this Section.
- B. Prior to topsoil operations, the Contractor shall obtain representative samples and furnish soil test certificates including textural, pH, and organic ignition analysis from the State University Agricultural Extension Services or other certified testing laboratory.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Utilizing designated stockpiles or borrow areas on site, the Contractor shall place a minimum of 4 inches of topsoil over all graded earthen areas and other areas to be seeded. Sources of topsoil shall be approved by the Engineer prior to

disturbance. Importing topsoil from offsite sources shall be at the discretion of the Engineer and shall be justification for additional compensation to the Contractor. A change Order properly authorized by the Owner shall be agreed upon prior to importing offsite topsoil. No additional compensation will be allowed for spreading of topsoil.

- B. Topsoil shall be friable loam containing a large amount of humus and shall be original surface soil of good, rich, uniform quality, free from any material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 2 inch in diameter, lime, cement, bricks, ashes, cinders, slag, concrete, bitumen or its residue, boards, sticks, chips, or other undesirable material harmful or unnecessary to plant growth. Topsoil shall be reasonably free from perennial plant material, toxic amounts of either acid or alkaline elements or vegetable debris undesirable or harmful to plant life.
- C. Topsoil shall be natural topsoil without admixture of subsoil material, and shall be classified as loam, silt loam, clay loam, sandy loam, or a combination thereof. The pH shall range from 5.5 to 7.0. The topsoil shall contain not less than 5 percent nor more than 20 percent, by weight of organic matter as determined by loss on ignition of oven-dried samples to 65 degrees c.

2.2 SEED

- A. Seed shall be delivered in new bags or bags that are sound and labeled in accordance with the U.S. Department of Agriculture Federal Seed Act.
- B. All seed shall be from the last crop available at item of purchase and shall not be moldy, wet, or otherwise damaged in transit or storage.
- C. Seed shall bear the growers analysis testing to 98 percent for purity and 90 percent for germination. At the discretion of the Engineer samples of seed may be taken for check against the growers analysis.
- D. Species, rate of seeding, fertilization, and other requirements are shown in the Seeding Requirements Table.

2.3 FERTILIZER AND LIMING MATERIALS

- A. Fertilizer and liming materials shall comply with applicable state, local, and federal laws concerned with their production and use.
- B. Commercial fertilizer shall be a ready mixed material and shall be

equivalent to the grade or grades specified in the Seeding Requirements Table. Container bags shall have the name and address of the manufacturer, the brand name, net weight, and chemical composition.

- C. If used, agricultural limestone shall be a pulverized limestone having a calcium carbonate content of not less than 85 percent by weight. Agricultural limestone shall be crushed so that at least 85 percent of the material will pass a No. 10 mesh screen and 50 percent will pass a No. 40 mesh screen.

2.4 MULCH MATERIAL

- A. All mulch materials shall be air dried and reasonably free of noxious weeds and weed seeds or other materials detrimental to plant growth.
- B. Mulch shall be composed of wood cellulose fiber, straw, or stalks as specified herein. Mulch shall be suitable for spreading with standard mulch blowing equipment.
- C. Wood-cellulose fiber mulch shall be as manufactured by Weyerhaeuser Company, Conway Corporation, Woodtech, LLC or equal.
- D. Straw mulch shall be the partially decomposed stalks of wheat, rye, oats, or other approved grain crops.
- E. Stalks shall be the partially decomposed, shredded residue of corn, cane, sorghum, or other approved standing field crops.

2.5 MULCH BINDER

- A. Mulch on slopes exceeding 3 to 1 ratio shall be held in place by the use of an approved mulch binder. The mulch binder shall be nontoxic to plant life and shall be acceptable to the Engineer.
- B. Emulsified asphalt binder shall be Grade ss-1, ASTM D 977. Cutback asphalt binder shall be Grade RC 70 or RC 250.

2.6 INNOCULANTS AND LEGUMES

- A. All leguminous seed shall be inoculated prior to seeding with a standard culture of nitrogen-fixing bacteria that is adapted to the particular seed involved.

2.7 WATER

- A. Water shall be clean, clear water free from any objectionable or harmful chemical qualities or organisms and shall be furnished by the Contractor.

PART 3 - EXECUTION

3.1 SECURING AND PLACING TOPSOIL

- A. Topsoil shall be secured from areas from which topsoil has not been previously removed, either by erosion or mechanical methods. Topsoil shall not be removed to a depth in excess of the depth approved by the Engineer.
- B. The area or areas from which topsoil is secured shall possess such uniformity of soil depth, color, texture, drainage, and other characteristics as to offer assurance that, when removed the product will be homogeneous in nature and will conform to the requirements of these Specifications.
- C. All areas from which topsoil is to be secured, shall be cleaned of all sticks, boards, stones, lime, cement, ashes, cinders, slag, concrete, bitumen, or its residue, and any other refuse which will hinder or prevent growth.
- D. In securing topsoil from a designated pit, or elsewhere, should strata or seams of materials occur which do not come under the requirements for topsoil, such material shall be removed from the topsoil, or if required by the Engineer, the pit shall be abandoned.
- E. Before placing or depositing topsoil upon any areas, all improvement within the area shall be completed, unless otherwise approved by the Engineer.
- F. The areas in which topsoil is to be placed or incorporated shall be prepared before securing topsoil for use.

3.2 SEEDBED PREPARATION

- A. Before fertilizing and seeding, the topsoil surfaces shall be trimmed and worked to true line free from unsightly variation, bumps, ridges and depressions, and all detrimental material, roots, and stones larger than 3 inches in any dimension shall be removed from the soil.
- B. Not earlier than 24 hours before the seed is to be sown, the soil surface to be seeded shall be thoroughly cultivated to a depth of not less than 2 inches with weighted disc, tiller, pulvimixer, or other equipment, until the surface is smooth and in a condition acceptable to the Engineer.
- C. If the prepared surface becomes eroded as a result of rain or for any other

reason, or becomes crusted before the seed is sown, the surface shall again be places in a condition suitable for seeding.

- D. Ground preparation operations shall be performed only when the ground is in a tillable and workable condition, as determined by the Engineer.

3.3 FERTILIZATION AND LIMING

- A. Following seedbed preparation, fertilizer shall be applied to all areas to be seeded so as to achieve the application rates shown in the Seeding Requirements Table shown on drawing.
- B. Fertilizer shall be spread evenly over the seedbed and shall be lightly harrowed, raked, or otherwise incorporated into the soil for a depth of 2 inch.
- C. Fertilizer need not be incorporated in the soil as specified above when mixed with seed in water power sprayer equipment. The seed shall not remain in water containing fertilizer for more than 30 minutes when a hydraulic seeder is used.
- D. Agricultural limestone shall be thoroughly mixed into the soil according to the rates in the Seeding Requirements Table. The specified rate of application of limestone may be reduced by the Engineer if pH tests indicate this to be desirable. It is the responsibility of the Contractor to obtain such tests and submit the results to the Engineer for adjustment in rates.
- E. It is the responsibility of the Contractor to make one application of maintenance fertilizer according to the recommendations listed in the Seeding Requirements Table.

3.4 SEEDING

- A. Seed of the specified group shall be sown as soon as preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in proper condition. Seeding shall be performed during the dates shown in the Seeding Requirements Table unless otherwise approved by the Engineer. Seed mixture may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation.
- B. Seeds shall be uniformly sown by any approved mechanical method to suit the slope and size of the areas to be seeded, preferably with a broadcast type seeder, windmill hand seeder, or approved mechanical power drawn seed drills. Hydro-seeding and hydro-mulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seeding at the proper rate before seeding operations are started and to maintain their adjustment

during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds to a seeding mixture.

- C. Immediately after sowing, the seeds shall be covered and compacted to a depth of 1/8 to 3/8 inch by a cultipacker of suitable roller.
- D. Leguminous seeds shall be inoculated prior to seeding with an approved and compatible nitrogen-fixing inoculant in accordance with the manufacturer's mixing instructions.

3.5 MULCHING

- A. All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. The mulch shall be applied so as to permit some sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion, and conserve soil moisture. Approximately 25 percent of the ground shall be visible through the mulch blanket.
- B. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:
 - 1. Wood Cellulose Fiber 1,400 lbs./acre
 - 2. Straw 4,000 lbs./acre
 - 3. Stalks 4,000 lbs./acre

These rates may be adjusted at the discretion of the Engineer at no additional cost to the Owner, depending on the texture and condition of the mulch material and the characteristics of the seeded area.

- C. Mulch on slopes greater than 3 to 1 ratio shall be held in place by the use of an approved mulch binder. Binder shall be thoroughly mixed and applied with the mulch. Emulsified asphalt or cutback asphalt shall be applied at the approximate rate of 5 gallons per 1,000 square feet as required to hold the mulch in place.
- D. The Contractor shall cover structures, poles, fence, and appurtenances if the mulch binder is applied in such a way that it would come in contact with or discolor the structure.
- E. Mulch and binder shall be applied by suitable blowing equipment at closely controlled application rates in a manner acceptable to the Engineer.

3.6 WATERING

- A. Contractor shall be responsible for maintaining the proper moisture content of the soil to insure adequate plant growth until a satisfactory stand is obtained. If necessary, watering shall be performed to maintain adequate water in the soil.
- B. Watering shall be accomplished by hoses, tank truck, or sprinklers in such a way to prevent erosion, excessive runoff, and over watered spots.

3.7 MAINTENANCE

- A. Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris, and excess material and the premises shall be left in a neat and orderly condition.
- B. The Contractor shall maintain all seeded areas without additional payment until final acceptance of the work by the Owner, and any regrading, refertilizing, reliming, reseeding, or remulching shall be done at the contractor's expense. Seeding work shall be repeated on defective areas until a satisfactory uniform stand is accomplished. Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil compacting, and repeating the seeding work at his expense.
- C. See drawings for seeding table.

END OF SECTION

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380782

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(21) / em

After recording, please return to:
Tisinger Vance, P.C.
Attn: C. David Mecklin, Jr.
100 Wagon Yard Plaza
Carrollton, Georgia 30117



Doc ID: 010356070021 Type: EASE
Recorded: 07/26/2016 at 09:30:00 AM
Fee Amt: \$50.00 Page 1 of 21
Transfer Tax: \$0.00
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK 3406 PG 566-586

FILED
DOUGLAS COUNTY
CLERK SUPERIOR COURT

16 APR 28 PM 4:40

Wm. H. Lee
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA

**EASEMENT AGREEMENT BETWEEN CITY OF VILLA RICA
AND MIRROR LAKE HOMEOWNERS ASSOCIATION, INC.**

This Easement Agreement is dated as of the 21st day of December, 2015 (the "Effective Date"), is made and entered into by and between THE CITY OF VILLA RICA, GEORGIA (hereinafter "City") and THE MIRROR LAKE COMMUNITY ASSOCIATION, INC. (hereinafter "HOA") as follows:

WHEREAS, the City is a municipal corporation chartered under the laws of the State of Georgia; and

WHEREAS, HOA is a non-profit corporation organized under the laws of the State of Georgia that serves as the homeowners association for residents of the Mirror Lake Community ("Mirror Lake Community"), which is located within the City; and

WHEREAS, the City and HOA desire to grant certain easements and to enter into certain agreements defining their respective rights and obligations concerning certain land and improvements located within the City; and

WHEREAS, the City and HOA wish to document their understanding concerning said matters.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the City and HOA agree as follows:

1. Mirror Lake Parkway

(a) A roadway known as Mirror Lake Parkway exists in the City which runs from its intersection with Connors Road on the south to its intersection with Stockmar Road on the north. A plat of the existing Mirror Lake Parkway is attached to this Agreement as Exhibit "A". The



Douglas County, Georgia:
This is to certify that within these 21 pages
contains a true and correct copy as the same
appears of record and on file in my office.
This 21st day of July, 2016
Tammy M. Howard
Deputy Clerk Superior State Court

21

parties acknowledge that certain portions of Mirror Lake Parkway as depicted on Exhibit "A" have previously been dedicated to public use and accepted by the City and are a part of the public roadway system of the City of Villa Rica.

(b) Subject to the reservation set forth below, the HOA hereby grants and dedicates to the City a permanent easement to the remaining portions of Mirror Lake Parkway that the HOA owns as shown in Exhibit "A" which have not previously been dedicated to public use and accepted by the City. The easement granted hereby is subject to the HOA's reservation of the right to access and use Mirror Lake Parkway as required to comply with all laws, rules and regulations related to the operation and maintenance of the Dam (defined below), including, without limitation, the right to perform maintenance and repair of the Dam, to allow overflow water to protect the integrity of the Dam, to maintain compliance of the Dam and the adjacent emergency spillway area, and to address emergency situations. Upon the terms and conditions of this Agreement, the City hereby accepts the dedication of any and all remaining portions of Mirror Lake Parkway owned by the HOA which have not been previously accepted as a part of the public roadway system of the City. The purpose of this provision is to accept any and all portions of Mirror Lake Parkway owned by the HOA which have not been previously dedicated and accepted as being accepted as a part of the public roadway system of the City. Upon execution of this Agreement, it is the intent of the parties that the entire length of Mirror Lake Parkway from Connors Road to Stockmar Road as shown in Exhibit "A" shall be a part of the public roadway system in the City of Villa Rica. As a matter of clarification, the real property interest granted herein by the HOA to the City is a permanent easement to Mirror Lake Parkway located on the Dam (defined below) and not an interest in the Dam itself. As clarified in Section 2 below, the HOA retains all rights and interests to the Dam subject to the easement granted herein.

(c) By execution of this Agreement, the City of Villa Rica agrees to maintain, repair, and be responsible for the entire length of Mirror Lake Parkway from Connors Road to Stockmar Road as a part of its public road system, including without limitation all expenses and costs incurred in connection with the use and maintenance of Mirror Lake Parkway and any taxes or fees imposed thereon. Nothing in this Agreement shall be construed to place any burden upon the City to maintain the road in a condition or to a standard other than as may be determined by the City.

(d) After the execution of this Agreement, the City shall have the right to close or abandon the road or right-of-way for any reason at any time. Nothing in this Agreement shall be construed as the creation of a contractual burden upon the City to maintain the road if, in the City's sole discretion, it is determined that the road or any portion thereof should no longer be maintained as a public road. In such instance, the City may tender that portion of the roadway to be closed or abandoned to the HOA or its successor-in-interest.

2. The Dam

(a) The HOA is the owner of an earthen dam which creates Mirror Lake, an amenity of the Mirror Lake Community (the "Dam"). The Dam is shown on a plat which is attached

hereto as Exhibit "B". A portion of Mirror Lake Parkway which is described in Exhibit "A" runs across the top of the Dam.

(b) By accepting the permanent easement granted above for the roadway across the Dam, it is the intention of these parties that no ownership interest in the Dam is being transferred to the City. The HOA shall continue to own the Dam and be responsible for the maintenance thereof subsequent to the execution of this Agreement.

(c) (i) Even though as between the parties the ownership of the Dam shall remain with the HOA, the parties understand that the Georgia Department of Natural Resources may take the position that as a result of the City's acceptance of the road right-of-way across the top of the Dam, the City may be considered to be an "owner" of some interest in the Dam pursuant to the Georgia Safe Dams Act.

(ii) As between the City and HOA, the HOA agrees to indemnify and hold the City harmless for any claim for damages or claim for maintenance, repair, or replacement of the Dam made by the Georgia Department of Natural Resources as it relates to the condition of the Dam or any potential liability caused as a result of the existence of the Dam. This indemnity and hold harmless agreement shall extend to the cost of the defending the City should any third party make a claim against the City.

(iii) The HOA shall provide a policy of insurance covering the Dam which shall insure against any liability as a result of the HOA's maintenance or operation of the Dam in an amount equal to or in excess of One Million and 00/100 Dollars (\$1,000,000.00). The City shall be named as an additional insured on any such policy; provided, that the City may only cause a claim against such policy to be filed based upon the City being deemed liable as an "owner" of the Dam. In such event, the City will promptly notify the HOA of its intent to file a claim. If the HOA transfers its interest in the Dam to any other person or entity, it will require the transferee to accept the terms of this Agreement as a part of the transfer. This Agreement shall be recorded in the Real Estate Records of Carroll County and Douglas County, Georgia, and shall be treated as an easement and covenant by the HOA and its successors-in-interest running with the land.

3. Reliance on Counsel

In entering this Agreement, HOA and City represent and warrant that they have relied upon the legal advice of their attorneys, who are the attorneys of their choice, that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted. HOA and City further represent and warrant that they have not relied upon any statements, opinions, or representations of any nature whatsoever of the other party, or any person, individual, entity, firm, corporation, or company, or their counsel, except as may be set forth herein and that they have apprised themselves of sufficient relevant data, experts, and other sources of their own selection such that they might exercise proper judgment in deciding to execute this Agreement.

4. Construction of Agreement

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, with the sole and exclusive venue for the resolution of any dispute arising out of or related to this Agreement being in the Superior Court of Carroll County, Georgia. The parties agree that prior to filing any action they will attempt to mediate any such dispute. If any portion of this Agreement should at any time be adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication shall in no manner or way affect the other sentences, phrases, provisions, portions or clauses hereof, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

5. Headings

The descriptive headings in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6. Authority to Bind

The signatories below hereby affirmatively represent that they have proper authority to bind the parties hereto and enter into this Agreement and that this Agreement has been properly and duly approved by each respective party hereto.

7. Counterparts

This Agreement may be executed in counterparts which when combined shall constitute a complete agreement.

THE UNDERSIGNED PARTIES HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND SUCH AGREEMENT, AND SIGN IT VOLUNTARILY.

[Signatures Begin on the Following Page]

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IN WITNESS WHEREOF, HOA and City have executed this Agreement under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

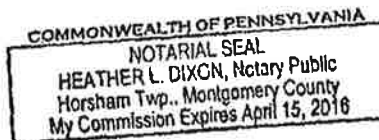
MIRROR LAKE HOMEOWNERS
ASSOCIATION, INC.

Betty Davis
Unofficial Witness
Heather L. Dixon
Notary Public

By: Adya Tanella Iturbe (SEAL)
Printed Name: Adya Tanella Iturbe
Title: President

My commission expires: 4.15.16

[Notarial Seal]



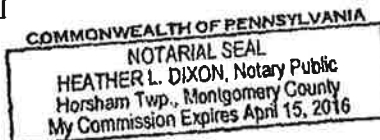
Signed, sealed and delivered
in the presence of:

Betty Davis
Witness
Heather L. Dixon
Notary Public

Attest: Joseph Steinheiser (SEAL)
Printed Name: Joseph Steinheiser
Title: Secretary and Vice President

My commission expires: 4.15.16

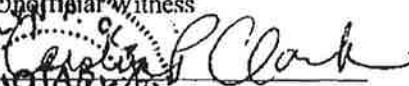
[Notary Seal]



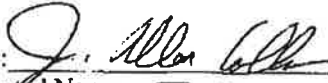
BK 3406 PG 0571

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Signed, sealed and delivered
in the presence of:


Official Witness

Carolyn P Clark
NOTARY PUBLIC
Paulding County, GEORGIA
My Comm. Expires 7/20/19
[Notary Seal]

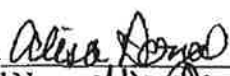
CITY OF VILLA RICA

By: 
Printed Name: J. Allen Collins
Title: Mayor

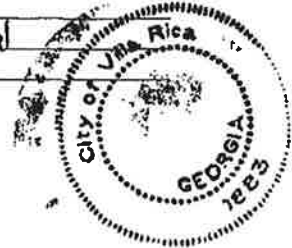
Signed, sealed and delivered
in the presence of:


Official Witness

Carolyn P Clark
NOTARY PUBLIC
Paulding County, GEORGIA
My Comm. Expires 7/20/19
[Notary Seal]

Attest: 
Printed Name: Alisa Lopez
Title: City Clerk

[CITY SEAL]



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EXHIBIT "A"

MIRROR LAKE PARKWAY IS SHOWN AND DEPICTED ON THE FOLLOWING SUBDIVISION AND EASEMENT PLATS, copies of which are attached hereto as Exhibit "B" and incorporated by reference herein:

STARTING AT the northerly right-of-way of Conners Road and being identified as "Mirror Lake Parkway" on:

1. Sheet 3 of 8 of Final Plat of Mirror Lake Watermist – Phase 1, recorded in Plat Book 33, page 297, Douglas County, Georgia, Public Real Estate Records.
2. Sheet 5 of 8 of Final Plat of Mirror Lake Watermist – Phase 1, recorded in Plat Book 33, page 299, said Real Estate Records.
3. Sheet 7 of 8 of Final Plat of Mirror Lake Watermist – Phase 1, recorded in Plat Book 33, page 301, said Real Estate Records.
4. Tract 1 containing 0.23 Acres, Tract 2 containing 1.60 Acres, and Tract 3 containing 1.58 Acres, as shown on the Easement Survey for City of Villa Rica, prepared by Georgia & West, Inc., dated February 16, 2016, certified by Michael C. Crawford, RLS No. 3125.
5. Sheet 6 of 8 of plat identified as "Mirror Lake Southwoods Phase II Final Plat, recorded in Plat Book 37, page 236, said Real Estate Records.
6. Sheet 4 of 5 of Final Plat of Mirror Lake Southwoods – Phase I, recorded in Plat Book 33, page 227, said Real Estate Records.
7. Sheet 3 of 5 of Mirror Lake Southwoods – Phase I, recorded in Plat Book 33, page 226, said Real Estate Records.
8. Sheet 2 of 5 of Final Plat of Mirror Lake Southwoods – Phase I, recorded in Plat Book 33, page 225, said Real Estate Records.
9. Sheet 5 of 5 of Final Plat of Mirror Lake Northwoods – Phase I, recorded in Plat Book 33, page 218, said Real Estate Records.
10. Sheet 4 of 5 of Final Plat of Mirror Lake Northwoods – Phase I, recorded in Plat Book 33, page 217, said Real Estate Records.

ENDING AT southeasterly right-of-way of Stockmar Road as shown on:

11. Sheet 3 of 5 of Final Plat of Mirror Lake Northwoods – Phase I, recorded in Plat Book 33, page 216, said Real Estate Records.

Said Mirror Lake Parkway being a minimum of 60 feet, widening at the entrances to Conners Road and Stockmar Road.

SEE ALSO AERIAL TAX MAP OF MIRROR LAKE PARKWAY ATTACHED HERETO AS EXHIBIT "C"

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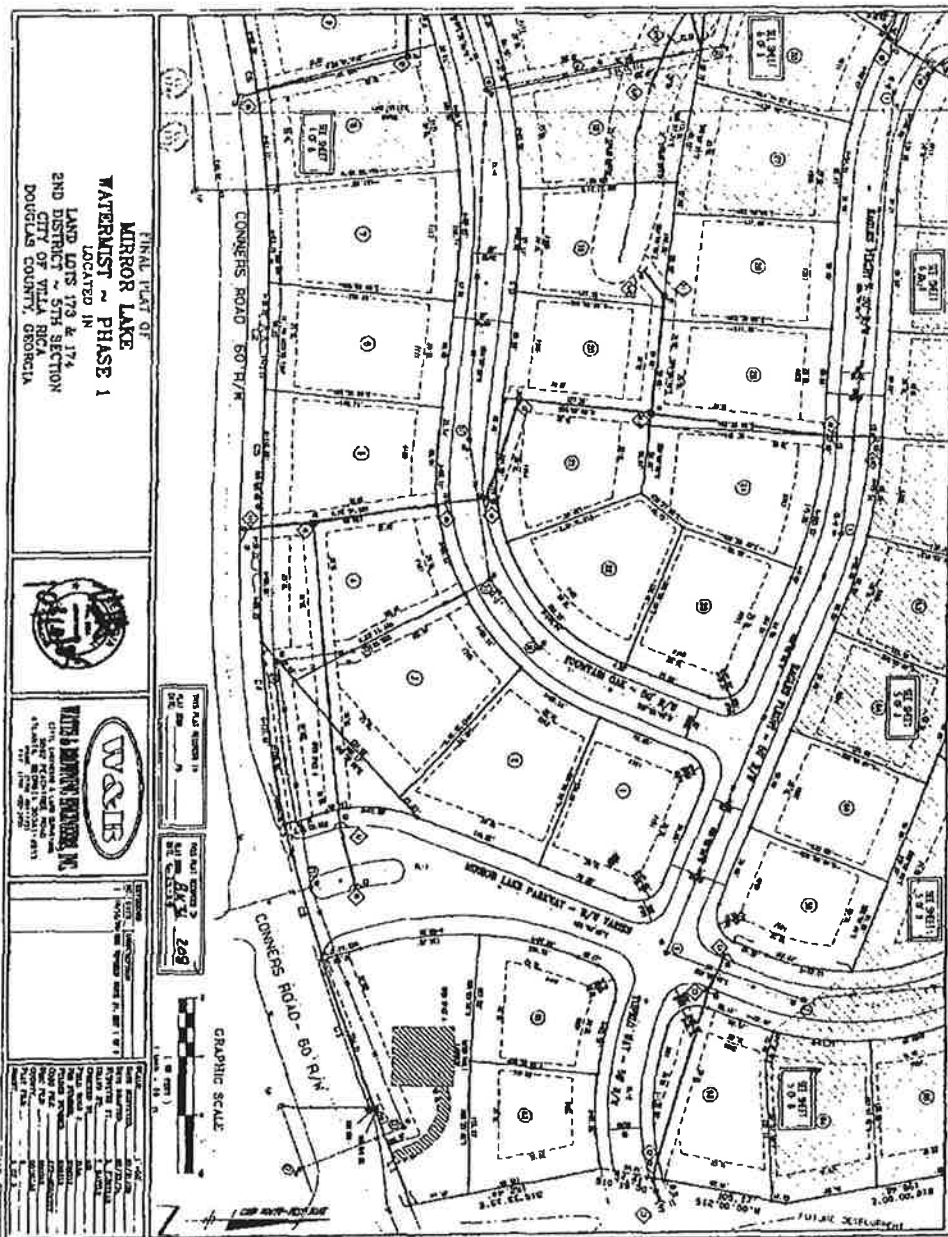
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EXHIBIT "B"

See attached Subdivision Plats and Easement Survey of Mirror Lake Parkway

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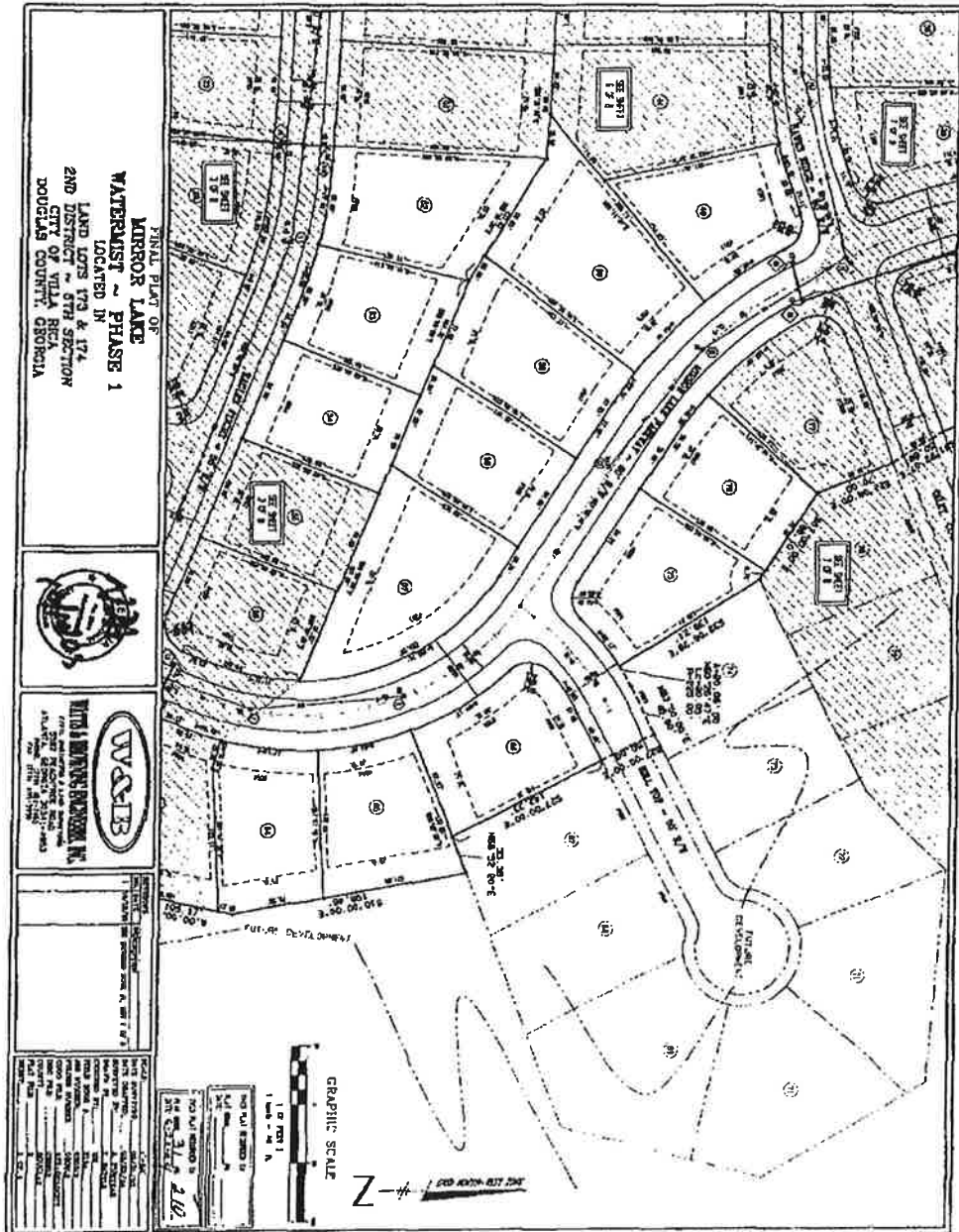
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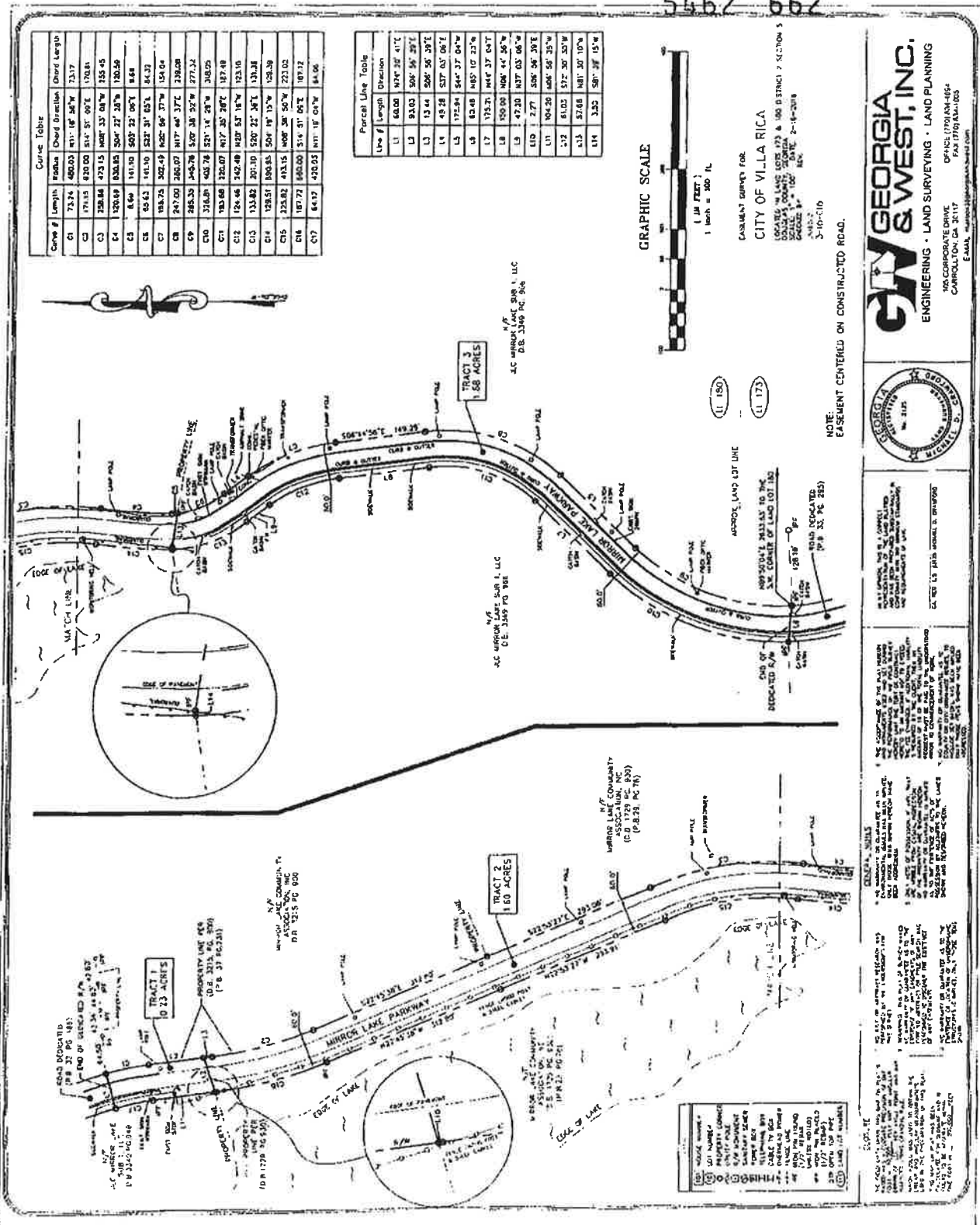


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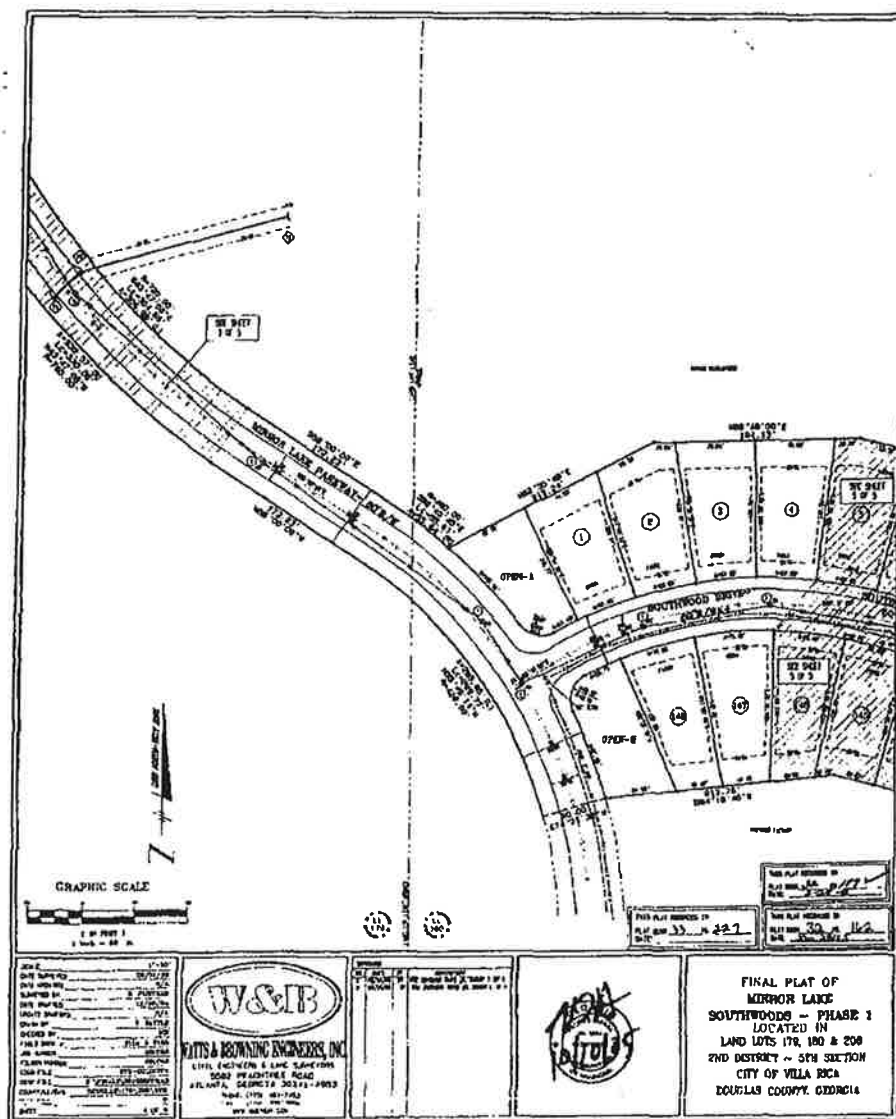
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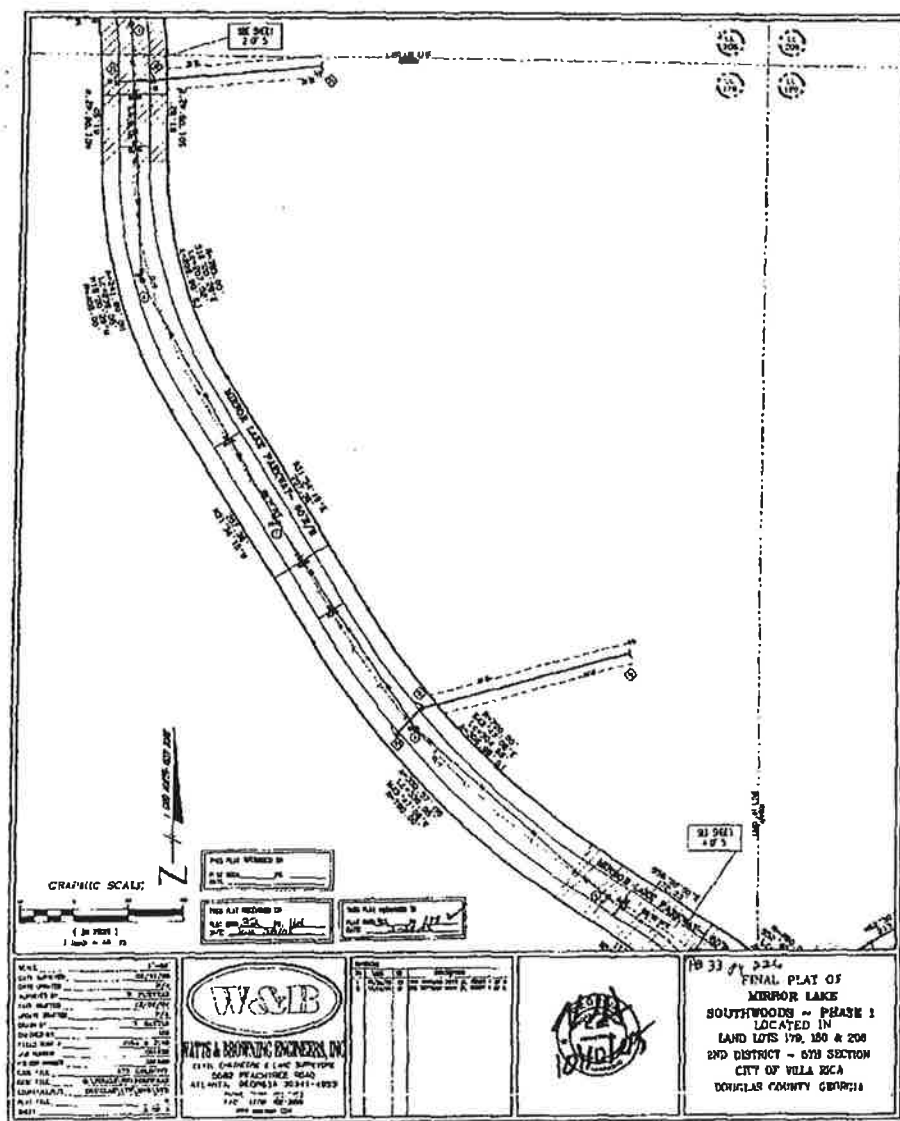
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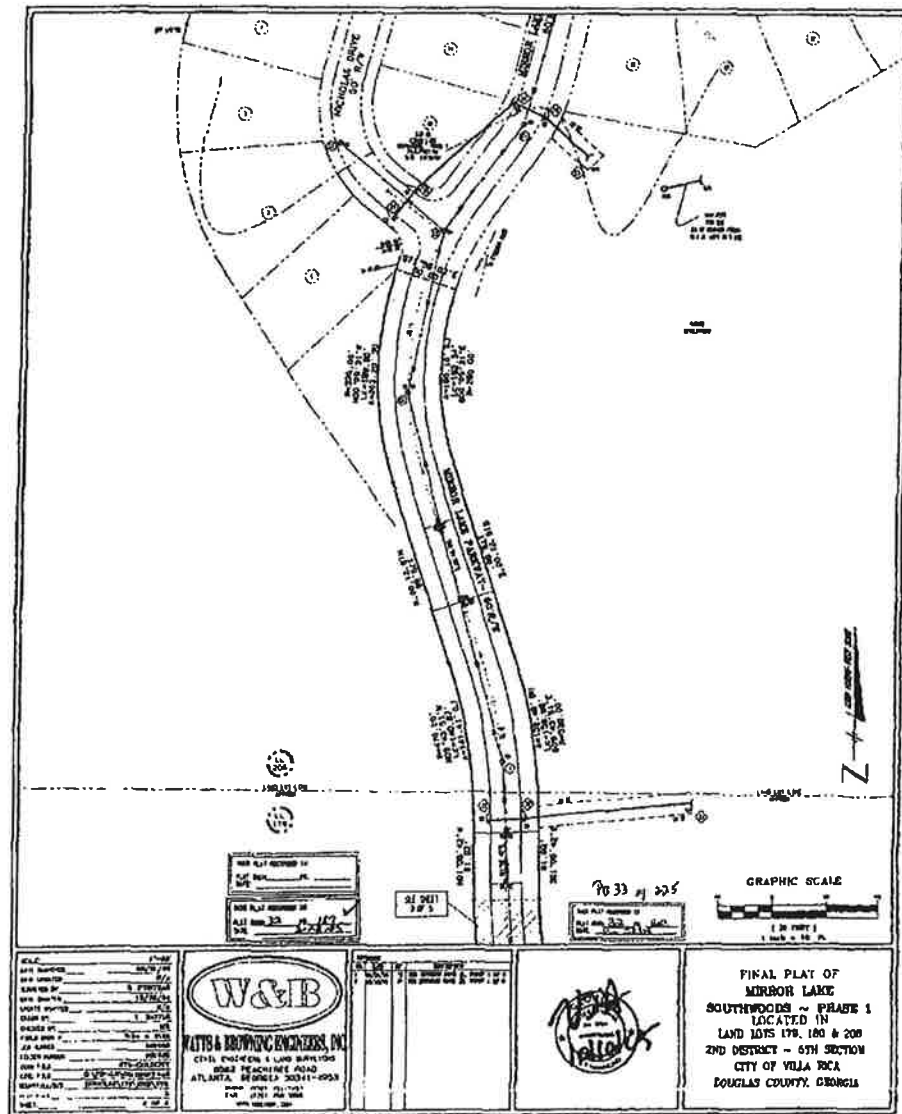
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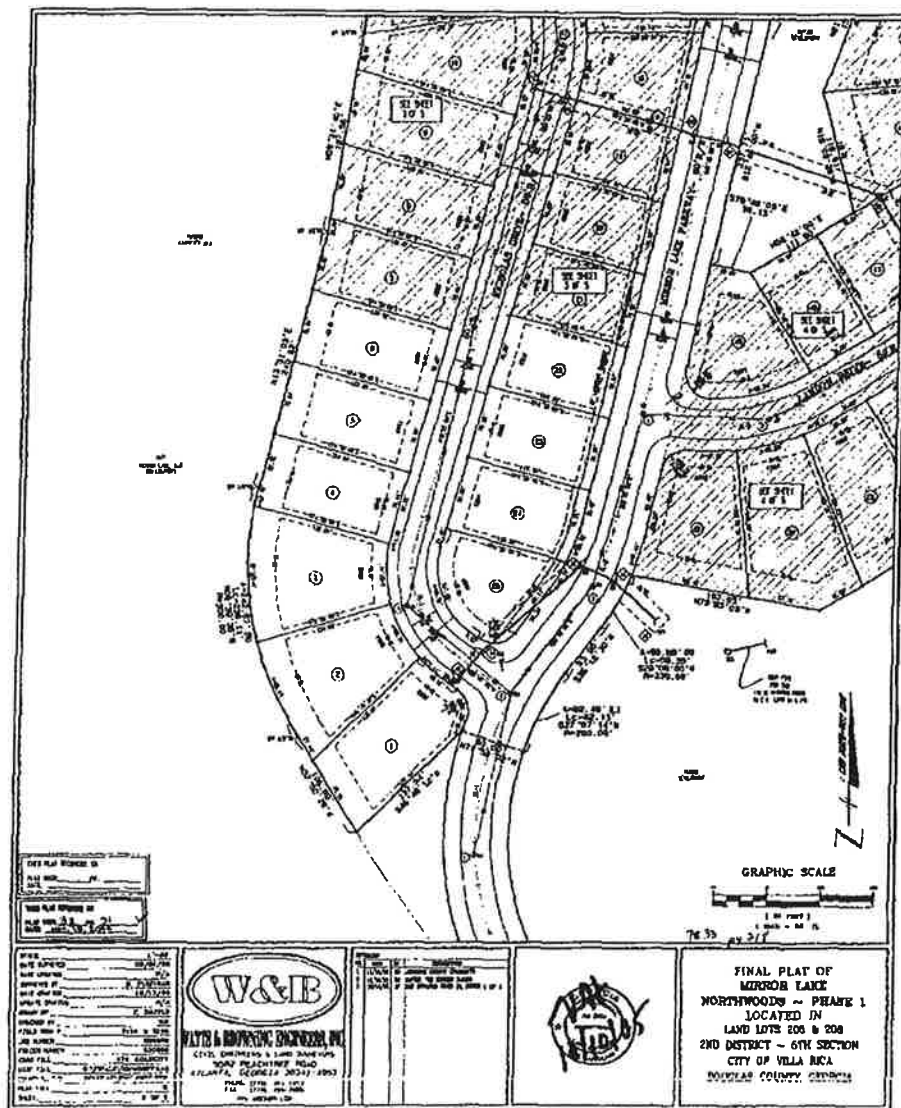


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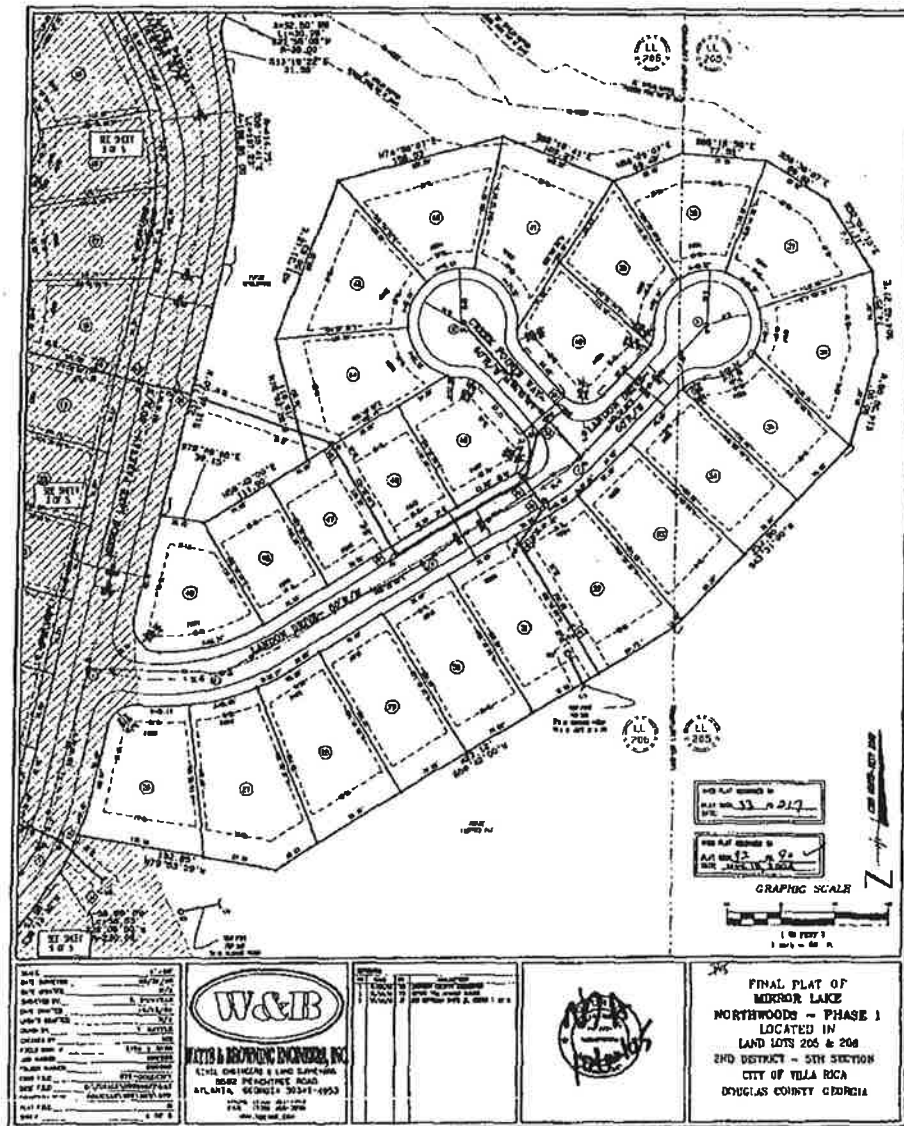
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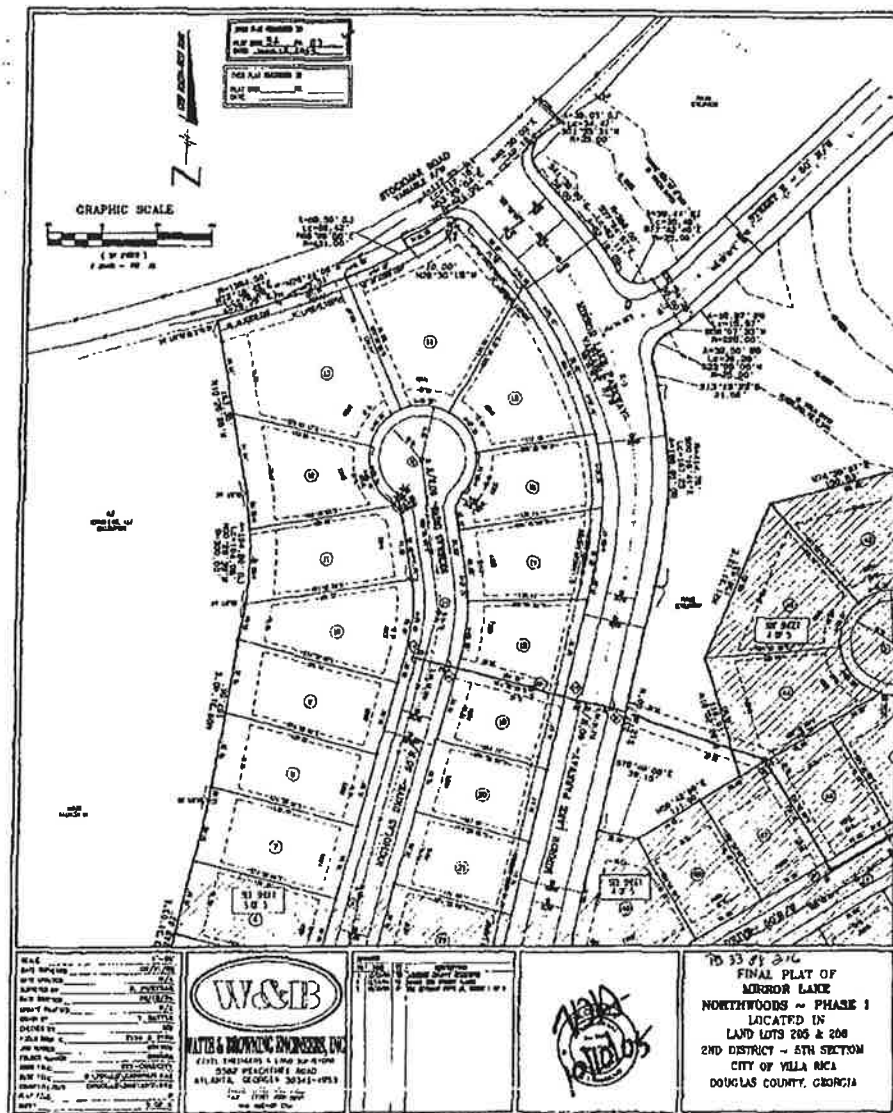
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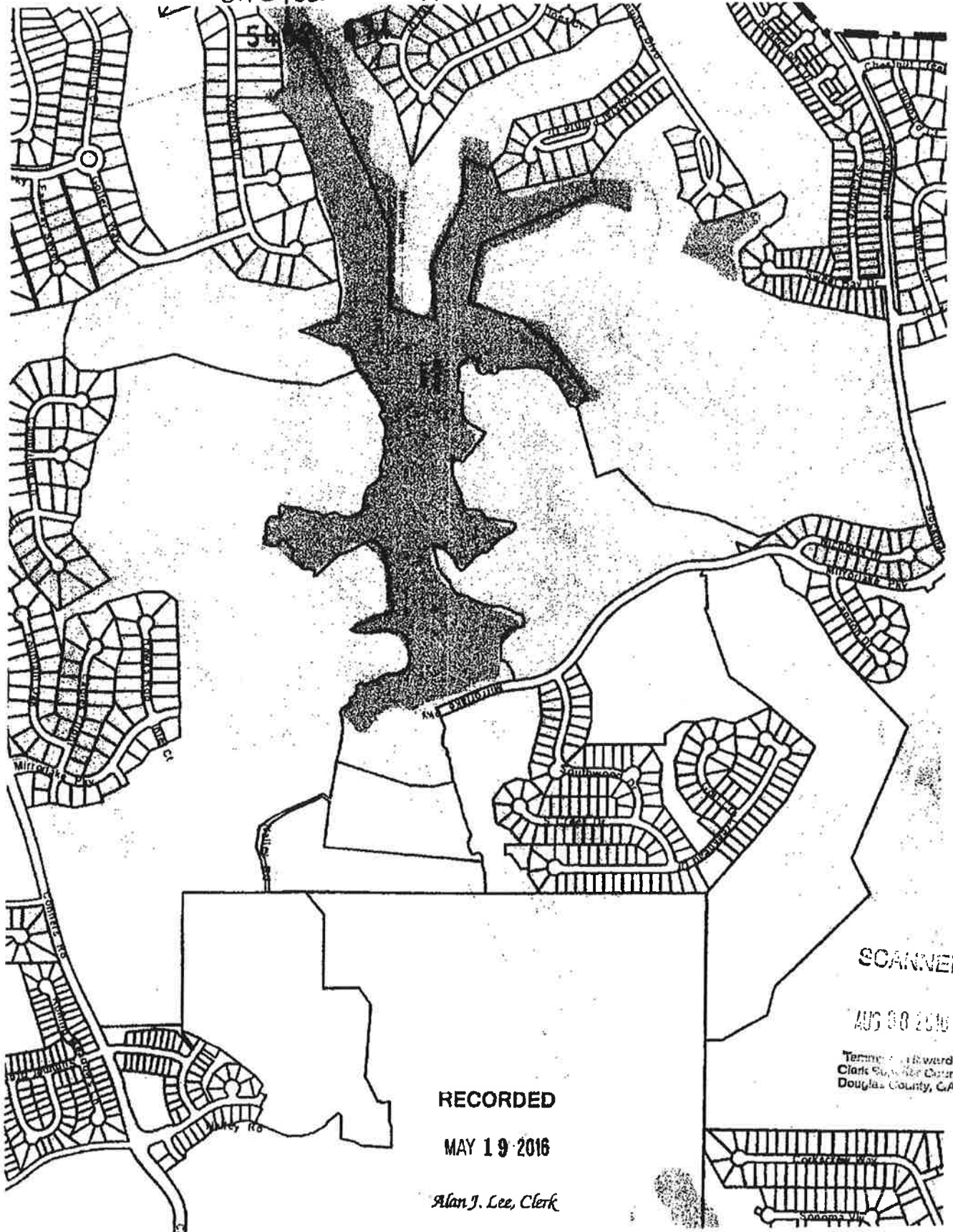
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EXHIBIT "C"

See attached Aerial Tax Map of Mirror Lake Parkway

BK 3406 PG 0586

BK 5462 PG 671



RECORDED

MAY 19 2016

Alan J. Lee, Clerk

SCANNED

AUG 30 2016

Termin... Edward
Clark Co., Ga. Court
Douglas County, GA

GEOTECHNICAL EVALUATION OF POTENTIAL SEEPAGE CONDITIONS
MIRROR LAKE DAM/PERMIT #048-025-0287
VILLA RICA, DOUGLAS/CARROLL COUNTIES, GEORGIA
PEIDMONT GEOTECHNICAL CONSULTANTS, LLC PROJECT NO. NUMBER 119254

MIRROR LAKE DAM INSPECTION
WALDEN, ASHWORTH & ASSOCIATIES, INC. J.O. 3603701

PIEDMONT
GEOTECHNICAL CONSULTANTS, LLC
— AN ATLAS COMPANY —
3000 Northfield Place, Suite 1100
Roswell, Georgia 30076
Office: 770-752-9205 *** Fax: 770-752-0890

November 4, 2019

Mr. Aaron M. Arrowood, EIT
Georgia Department of Natural Resources
Environmental Protection Division
Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334

Subject: **Geotechnical Evaluation of Potential Seepage Conditions**
Mirror Lake Dam/Permit #048-025-02827
Villa Rica, Douglas/Carroll Counties, Georgia
PGC Project Number 119254

Dear Mr. Arrowood:

Piedmont Geotechnical Consultants, LLC (PGC) has been contracted to provide geotechnical engineering consultation regarding matters discussed in your letter dated March 26, 2019. PGC and the undersigned were initially contacted by Mr. Jason Rapple, PE of Walden, Ashworth and Associates, Inc. concerning their observations of an apparent uncontrolled seepage condition during a subsequent inspection of the dam on April 17, 2019. PGC was retained by the Mirror Lake Community Association, Inc. to further evaluate the potential seepage conditions as outlined in Items 2 and 4 of your letter and as viewed later by WA&A. It is our understanding that during your FY2019 Quality Assurance Inspection, performed on February 26, 2019, you observed conditions on the right abutment area, at the Saddle Dam, denoting potential uncontrolled seepage. Specifically, a 20 feet x 20 feet "bubbling area", located about mid-slope at the far right abutment (Saddle Dam), was observed to be carrying material from the embankment, and inappropriate vegetation, i.e. moss, was found on the downstream slope above the toe drain plunge pool (Main Dam) suggesting seepage. The apparent seepage conditions were also noted by WA&A during their April 17, 2019 site visit and documented in their report entitled Mirror Lake Dam Inspection, WA&A J.O. 3603701, dated June 10, 2019.

PGC was provided the following documents for our review and use during our subsequent dam evaluation:

- Construction Plans for the Repair of Mirror Lake Dam, prepared by Schnabel Engineering, dated January 16, 2004, revised April 30, 2004 and with mark-ups documenting "as-built" conditions (Record Drawings) dated June 6, 2004.
- Construction Plans for the Proposed Raising of Normal Pool, Mirror Lake Dam, dated April 7, 2008, revised January 19, 2009 (with GSDP Approval Stamp dated March 23, 2008).
- GSDP letter dated March 26, 2019 for February 26, 2019 QA Inspection.
- Mirror Lake Dam Inspection Report dated June 10, 2019 for the April 17, 2019 inspection by WA&A, WA&A J.O. 3603701

- Topographic Survey for Mirror Lake Area (both dams and spillway) by SPG Surveying LLC, dated 9/18/2019.

FINDINGS

April 24, 2019

During the late afternoon of April 24, 2019, Craig Robinson, PE, EOR, visited the dam site to perform a brief visual review of the site conditions specific to the areas of seepage noted. A fairly large area towards the right end of the Saddle Dam was observed to have standing/oozing water conditions near the transition from embankment slope to floodplain (facing downstream). The slope above this area appeared moist. He did not observe an area with a "bubbling" seepage condition. Ground conditions were soft to very soft under foot and had been disturbed by mowing operations. No seepage or soft ground conditions were observed for the majority of the Saddle Dam fill embankment or above/around the two Principle Spillway Pipes, which are located towards the left end of the Saddle Dam. There was some evidence of undesirable vegetation on the dam slope and toe areas. The downstream slope faces east and the areas immediately downstream are wooded. He observed, but did not measure the two toe drain outlets located one each to either side of the Principle Spillway Pipes. The left drain was dripping slightly and the right drain was flowing an estimated 5-10 gpm.

During this same visit by PGC, he observed the downstream slope conditions of the Main Dam. He observed an irregular shaped downstream slope below about its mid-height and moist/soft ground conditions near the downstream toe of slope, extending about 5 to 10 vertical feet above the general floodplain level. No obvious standing or free flowing seepage water was observed on the lower slope. Some of the trench drain/rake drain outlets were flowing slightly, and standing water and wetland vegetation was evident in the general floodplain area just downstream of the dam. The floodplain is overgrown and drainage away from the Main Dam is poor. The downstream slope faces east and areas downstream of the dam are mostly wooded, except within the limits of the floodplain which has sparse trees.

A photo log is presented as an attachment to this letter.

As a follow-up to our observations on April 24, 2019, PGC was requested to provide a proposal for additional investigation of the dam; specifically, to evaluate the apparent seepage conditions. As such, PGC recommended the following field investigative program:

- Attempt to perform up to six (6) shallow hand auger borings (10 feet maximum depth) on the Saddle Dam embankment upstream of the trench drain and install temporary PVC observation wells to determine the current phreatic surface in this area.
- Attempt to perform up to three (3) shallow hand auger borings (10 feet maximum depth) on the Main Dam embankment about 6 to 8 feet above the toe of slope and install temporary PVC observation wells to determine the current phreatic surface in this area.

PGC was authorized to perform the recommended field work on or about June 25, 2019.

July 19, 2019

On July 19, 2019, PGC engineers Craig Robinson and Jonathan Sharpe visited the site to install the recommended temporary observation wells as previously described. Six wells were installed on the downstream slope of the Saddle Dam and three wells were installed along the lower slope of the Main Dam. During our visit, we observed that the wet surface conditions observed in April at the Saddle Dam were now dry and no evidence of standing or flowing water/seepage was evident at either embankment locations, except downstream within the floodplain areas. We refer the reader to the attached site plans (Figures 1 and 2) which depict the actual locations of the temporary observation wells installed.

July 26, 2019

On July 26, 2019, PGC engineers visited the site to measure the temporary observation wells and toe drains and perform an optical level survey to determine the depth of water in the wells relative to the current lake level. During this visit, we observed that the surface conditions were still dry and saw no evidence of standing or flowing water/seepage. A Summary of Observation Wells is included as an attachment to this letter for the conditions measured this day. Water was encountered in 2 of 6 wells installed in the Saddle Dam at approximate depths of 4.6 to 5.5 feet below the ground surface. The remaining 4 wells were dry to approximate depths of 6.6 to 8.8 feet below the ground surface. Water was present in all three wells installed at the Main Dam. Water was encountered at approximate depths of 3.6 to 4.3 feet below the ground surface, or about elevation 994 to 995 feet, which generally coincides to within one foot of the general floodplain/rake drain outlets.

August 17, 2019

On August 17, 2019, the Mr. Robinson visited the site to measure the temporary observation wells and toe drains and to perform a subsequent visual evaluation of the dam. During this visit, he observed that the surface conditions for both dams were still dry and saw no evidence of standing or flowing water/seepage, except downstream of the dams. A Summary of Observation Wells is included as an attachment to this letter for the conditions measured this day. Water was encountered in 6 of 6 wells installed in the Saddle Dam at approximate depths of 4.9 to 8.7 feet below the ground surface. About one inch of water as measured in the solid well sump at the bottom of the well casing in W1, W2, W3, W5 and W6 which could be the result of trapped water or condensation, but likely does not represent groundwater. Groundwater was measured in well W4 at a depth of 4.9 feet below the ground surface, or about elevation 1010 feet. Water was present in all three wells installed at the Main Dam. Water was encountered at approximate depths of 4.0 to 4.9 feet below the ground surface, or about elevation 994 to 995 feet, which generally coincides to within one foot of the general floodplain/rake drain outlets. The lake level was at or slightly above normal pool conditions during this visit.

September 29, 2019

On September 29, 2019, the Mr. Robinson visited to perform a subsequent visual evaluation of the dam. During this visit, he observed that the surface conditions for both dams were still dry and saw no evidence of standing or flowing water/seepage, except downstream of the dams within the general floodplain areas. The site had been recently mowed and there was no obvious rutting from the mower equipment. The lake level was down approximately 6-12 inches below its normal pool level during this visit.

In summary, between April 24, 2019 and July 19, 2019, the wet site conditions observed by PGC engineers at the Saddle Dam improved significantly. The ground surface in the areas previously noted as wet by DNR, WA&A and PGC remained dry during entire the subsequent monitoring period, even as the lake level remained at or slightly below normal pool between July 19, 2019 and September 29, 2019. The water levels in the temporary observation wells remained well below the ground surface. The higher water level noted in W4 at the Saddle Dam and the boring performed for this well installation encountered trapped water within a heavy organic layer. The water levels in W7, W8 and W9 seem reasonable for the embankment/foundation/floodplain conditions in this area. Poor drainage conditions downstream of the Main Dam and the rake drain system likely do not depress the natural groundwater levels in this area.

Document Search and Other Notable Features

In an effort to attempt to better explain the wet surface conditions observed by all parties earlier in the year, PGC researched available documents via a website search regarding the weather conditions and further reviewed available dam design/construction documents. During this same period, a topographical survey of the site was performed. The following information was gleaned from this search and available document review.

Rain Data: Based on historical rainfall measurements for this area, we noted the following events preceding the first three 2019 dam inspections by DNR, WA&A and PGC:

- Between February 11-24, 2019, the Villa Rica area received measureable rainfall 11 out of 13 days totaling approximately 5-6 inches, with 2-3 inches falling the week prior to GSDP inspection of February 26, 2019.
- On April 15, 2019, the area received approximately a 1-inch rain event, 2-days prior to WA&A inspection.
- Between April 18 and 24, the area received approximately 2-3 inches of rainfall. No rainfall was measured three days prior to PGC inspection on April 24, 2019.

Considerable rainfall preceded the inspections performed by GSDP, WA&A and PGC during the months of February and April, 2019. Seepage was noted by all parties during these initial inspections. The weather conditions prior to our field exploration in July 2019 and the months that followed were generally dry, approaching drought-like conditions. The water level in Mirror Lake dropped about 6-12" below normal pool level during this two month time period. The site conditions were observed to be much improved.

Schnabel Record Drawings From 2005 and 2009 Construction/2019 SPG Survey:

Sanitary/Storm Drain Pipes: Based on notes and sketches within the Schnabel record drawings, we understand a sanitary sewer crosses through the Saddle Dam near the right end, just right/above the area where the apparent seepage was noted. From site observations and subsequent SPG survey, we also know that a storm drain with curb inlets is located in this same area. Please reference Figures 2 through 6 attached to this letter report. Schnabel notes that a concrete encasement was placed around the Sanitary Sewer pipe, extending both ways from the manhole (located beneath the roadway/within the dam embankment) and sand collar drains with outlets were installed to control and collect any seepage presumably flowing along the pipe. The collar drains then outlet via two pipes to the upstream slope. There is no indication that any special provisions were taken for the Storm Drain pipe, as it is not shown on the Schnabel drawings.

PGC made inquiry about the sewer pipes during this study, and particularly their alignment and depths. SPG Surveying, LLC was contracted by Mirror Lake to perform a detailed survey of the dam. See Figure 1 attached with this letter report. SPG was able to determine the invert elevations and alignment for both sewers located in the Saddle Dam, and also provided a topographic survey of the entire dam/spillway and of our temporary observation wells. Based on the survey information obtained, the Sanitary Sewer alignment crosses beneath the dam/roadway and extends to the southeast along/near the embankment/abutment contact. The invert grades depicted indicate the Sanitary Sewer bottom/invert is about elevation 1022 feet, or about 7-8 feet below grade. The actual trench depth is not known. The Storm Drain alignment includes 4 curb inlets with an outlet into the lake. The pipe and headwall are partially submerged when the lake is at its current normal pool. The lower manhole/curb inlets (NW and NE curb inlets) range from 1019.1 to 1022.1 feet. No other documents were available for review concerning the sewer pipes. Based on our construction experience, it is fairly common to support/bed round sewer pipes in unfiltered, open graded gravel extending a minimum of 6"-12" below the pipe inverts and sometime backfill same pipes to at least the spring line with similar gravel. The current normal pool level is approximately 1020 feet. The Schnabel drawings indicate the weir level is set at elevation 1019.8 feet.

Seepage Drain Modifications: The Schnabel plans also indicate that the original creek channel, that was positioned along to slightly under the embankment toe of slope and that flowed right to left to the plunge pool, was relocated through the spillway pipes. Plans indicate that modifications to the designed internal seepage collection system were made at time of construction, presumably to account for actual conditions encountered and observed by their field engineer. The drawings suggest that a sand/gravel filled trench drain, located just upstream/parallel to the toe of slope, was constructed, and an all sand extension was added that extended to the right several more feet. The internal drains located within the Saddle Dam do not extend to the normal pool level. It should be noted that the normal pool level for this dam was raised by approximately 1.5 feet in 2009 and no modifications to the dam or internal drain system were performed.

Toe Drain Data: GSDP measured a flowrate of 13.2 gpm from TD-4 (right side of PSP) on 2/26/2019. WA&A and PGC measured a flowrate of about 6 gpm in April and July, 2019. We have not been able to determine why there was such a difference in the flow measured by GSDP verses that of WA&A and PGC.

Subsurface/Site Conditions: No geotechnical data has been provided for this project. Based purely on visual observation and the limited hand auger borings performed to install the temporary observation wells, the following information was noted:

- The topography of the natural right abutment beginning just beyond the embankment dam is steep.
- Several large rock boulders and rock outcroppings was observed in the abutment areas near the Saddle Dam.
- During installation of Well W4, PGC encountered approximately 2 feet of organic laden fill materials from about 1 to 3 feet below the ground surface. Considerable free water was observed within this zone and at the base of this layer.
- A stream flows under the access road to the WWTP and parallel to the dam, just within the tree line downstream of the Saddle Dam, to the plunge pool.
- During installation of Wells W1 and W4, PGC encountered shallow fill materials overlying firm residual materials. All other wells were terminated in fill materials or possible Alluvium.
- During installation of all the wells, PGC engineers noted based purely on the drilling resistance that the fill materials seemed under compacted and visually were very moist.

CONCLUSIONS AND RECOMMENDATIONS

PGC engineers do not dispute the wet site conditions observed at the Saddle Dam between February and late April, 2019. PGC was not able to definitively determine the source of the apparent seepage water observed near the right abutment of the Saddle Dam. As presented in this report, the early 2019 inspections by GSDP, WA&A and PGC occurred within a short time period following substantial rainfall events in the Villa Rica area. Even with the recorded rainfall events, the lake level was typically near its normal pool at the time of these inspections. Based on our observations during installation of the temporary observation wells and the water levels measured in the wells at two different times when the lake was still at or slightly above its normal pool and water was flowing through the Principal Spillway Pipes, we are of the opinion the source of the water observed at the Saddle Dam is not seepage through the embankment or around the abutment from the lake impoundment proper. No seepage was observed at the Main Dam embankment and water levels in the embankment appear reasonable for the dam design and downstream floodplain conditions.

We are of the opinion there are three potential contributing factors that might individually or in combination be the mechanism by which water is periodically flowing from the right abutment area of the Saddle Dam. Specifically,

1. Fresh water/gray water could be following along the Sanitary Sewer pipe. The presence of the Sanitary Sewer line in this area and the potential for open graded stone bedding could be allowing fresh water/gray water to travel down gradient along the pipe, by-passing the collar drain system, during sustained rainy periods or from a leaky sewer pipe, and seep from the right abutment slope area. No seepage from the collar drain outlets was observed, nor does it appear the drains have experienced seepage in recent months.
2. Lake water could be entering/following the CMP Storm Drain pipe. Specifically, based

on the recent 2019 survey information, when the lake level was raised in 2009 from 1018.3 feet to 1019.8 feet, the storm drain outlet located on the upstream slope near the original normal pool level became partially submerged and lake water under normal operating conditions was allowed to backup into the system to approximately the middle of the embankment crest/roadway via the pipe, pipe trench and bedding materials. Therefore, we suspect it possible that during higher pool elevations of say about 1020.5 feet to 1021 feet, or higher, water from the lake could be following the storm drain pipe/bedding system and entering the Sanitary Sewer trench, bypassing the collar drains placed around the Sanitary Sewer line by Schnabel during the original construction, at its closest proximity point near the northeast curb inlet, and then the water could flow down-gradient/downstream towards the WWTP and/or out of the embankment slope face where limited soil cover exists. The moisture observed on the downstream slope seems to originate in the area almost downstream of the NE curb inlet, where the Storm Drain system is in its closest proximity (downstream side of dam) to the Sanitary Sewer.

3. The presence of near surface rock outcrops in combination with the steep natural right abutment could be allowing water to travel down gradient through natural residual material features in the rock/soil materials to this location and outlet the right abutment where minimal fill cover and no drainage system exist. These type seepage conditions would generally occur only during sustained and significant rainy periods. We have no record if blasting or difficult excavation materials were encountered in this area during sewer construction.

Based on the findings of this investigation, we are of the opinion the storm drain system at the right end of the Saddle Dam is the most likely contributing source to the periodic seepage observed. Based on the invert grades provided via the 2019 survey, the existing Storm Drain pipe should be raised by at least 3 feet beginning at the southeast curb inlet to the outfall to further restrict the normal and elevated water from the lake from entering the pipe system as much as possible. We also recommend the corrugated metal pipe (CMP) be replaced with pressure rated ductile iron pipe (DIP) with concrete cradle to the higher of the downstream side of the crest/roadway at the SE curb inlet or to the maximum design pool level. In its current configuration and construction, there is potential for the dam to experience a substantial leak during elevated pool conditions which could eventually lead to a breach along the existing Storm Drain/Sanitary Sewer lines. Until a decision and a path forward are determined, we recommend additional and periodic monitoring of the Saddle Dam embankment and sewer pipes in this area be performed, especially following sustained and/or substantial rain events that might cause the lake level to rise. If seepage is observed, the undersigned should be notified and requested to make a follow-up visit. If the seepage returns/persists and the lake level remains elevated, it is possible the lake level will need to be lowered by way of the Principal Spillway Pipes/Low Level Drain Pipes.

CLOSURE

Piedmont Geotechnical Consultants, LLC and the undersigned have completed our authorized geotechnical evaluation services to address the specific deficiencies noted by you. As requested, we have included the Mirror Lake Dam Inspection Report prepared by Walden, Ashworth and Associates, Inc. that addresses the remaining items presented in your March 26, 2019 letter. We remain available to further discuss our findings and recommendations. If you have any questions or comments, or if we can be of further assistance, please contact us.

Sincerely,

Piedmont Geotechnical Consultants, LLC

A handwritten signature in black ink, appearing to read "H. Craig Robinson". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

H. Craig Robinson, PE
Senior Project Engineer
Registered Georgia 19121

Attachments:

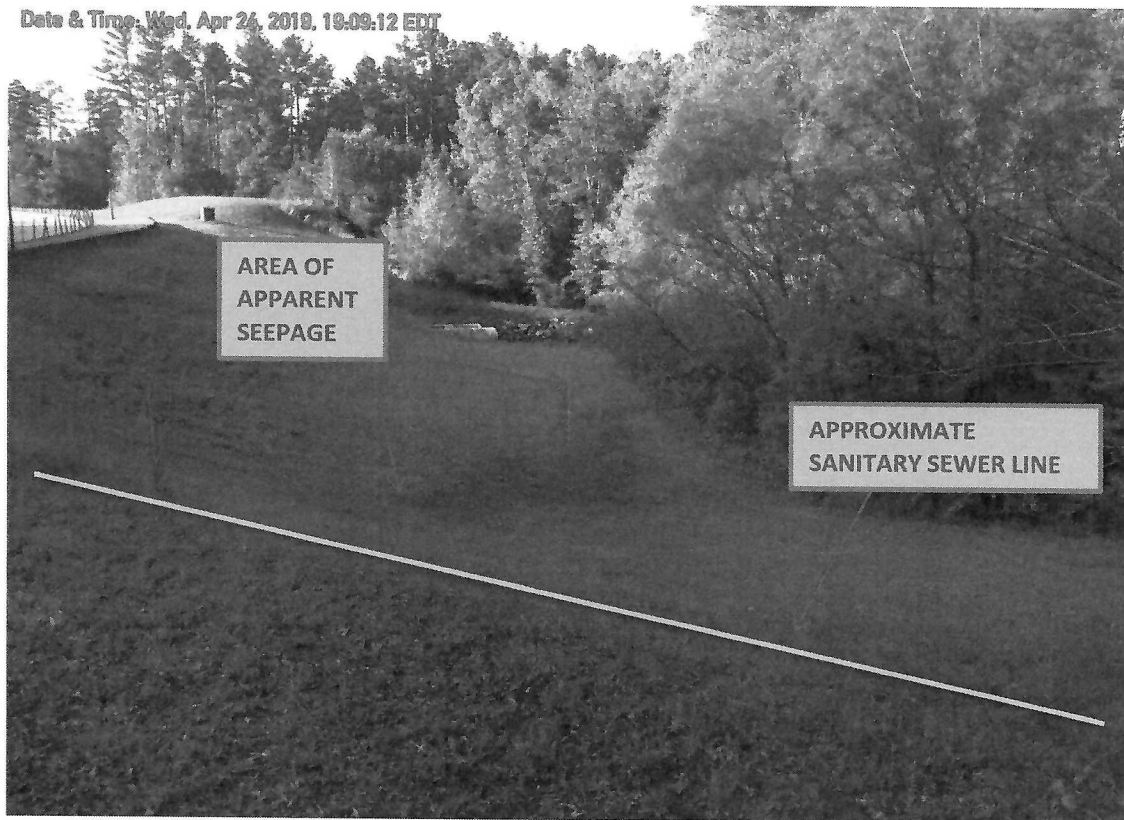
Selected Photos
Figures 1 through 6
Summary of Temporary Observation Well Measurements
Mirror Lake Dam Inspection Report by WA&A

cc: Addressee

Mr. Jason Rappalean, PE-Walden, Ashworth and Associates, Inc.
Mr. David Brening, PE-Joffe Land Companies, LLC
Ms. Sheryl Brown-Mirror Lake Community Association, Inc.

SELECTED PHOTOGRAPHS
MIRROR LAKE DAM
CARROLL/DOUGLAS COUNTIES, GEORGIA
PGC PROJECT NUMBER 119254

Date & Time: Wed, Apr 24, 2019, 19:09:12 EDT



View facing northerly along downstream slope of Saddle Dam from right abutment area. Areas downstream are overgrown. White stake marks approx. location of sanitary sewer. (4/26/19)

Date & Time: Wed, Apr 24, 2019, 19:55:54 EDT



View facing northerly from right abutment/floodplain. A flowing stream is located just inside the woodline that flows to the plunge pool area at about the same grade as the floodplain. (4/26/19)

SELECTED PHOTOGRAPHS
MIRROR LAKE DAM
CARROLL/DOUGLAS COUNTIES, GEORGIA
PGC PROJECT NUMBER 119254

Date & Time: Wed, Apr 24, 2019, 10:05:49 EDT



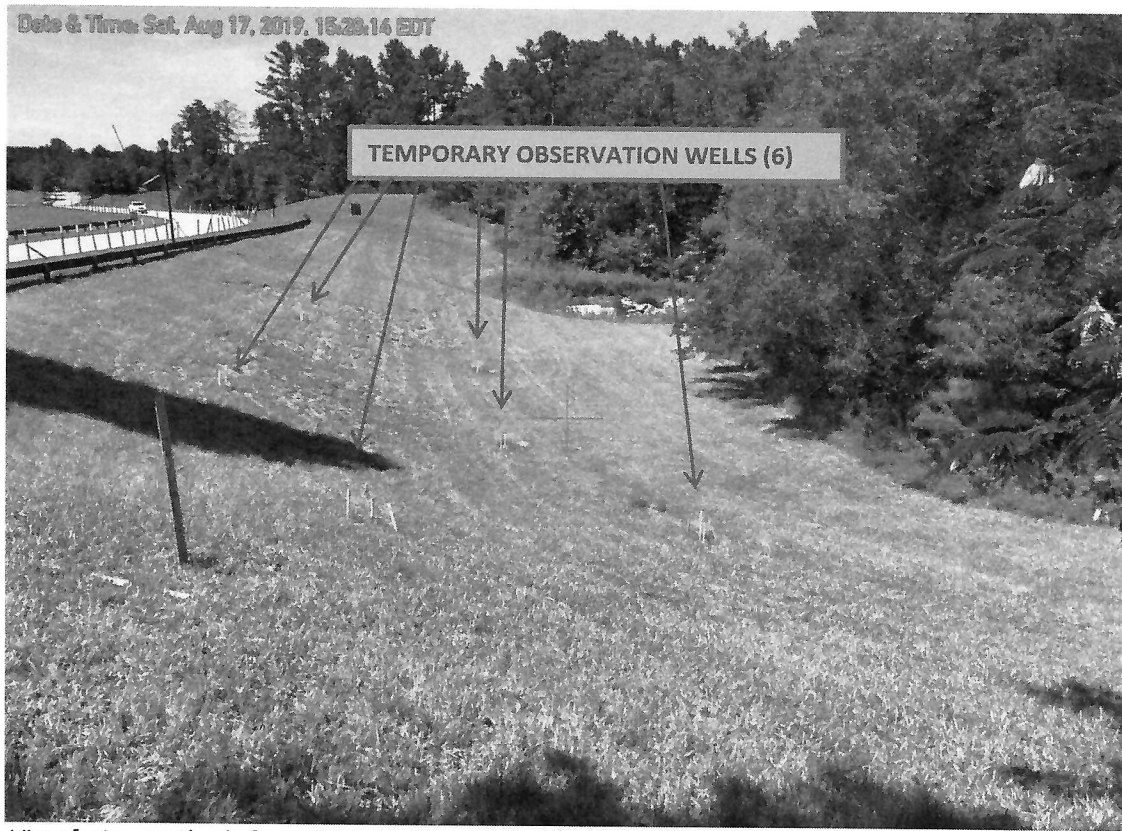
Principal Spillway Pipes. Near toe drain is flowing about 6 gpm. The lake is at normal pool and flowing through spillway. (4/26/19)

Date & Time: Fri Jul 26, 2019, 12:58:10 EDT



View facing northerly from right abutment of Saddle Dam. The embankment is dry. Six temporary observation wells were installed to determine the water level in the embankment/toe. (7/26/19)

SELECTED PHOTOGRAPHS
MIRROR LAKE DAM
CARROLL/DOUGLAS COUNTIES, GEORGIA
PGC PROJECT NUMBER 119254



View facing northerly from right abutment at Saddle Dam of the six temporary observation wells installed on July 19, 2019. All previously noted wet areas have dried up. (8/17/19)



View facing southerly from left abutment of Saddle Dam. (8/17/19)

SELECTED PHOTOGRAPHS
MIRROR LAKE DAM
CARROLL/DOUGLAS COUNTIES, GEORGIA
PGC PROJECT NUMBER 119254



View from downstream edge of crest at Main Dam. Standing water at toe of slope.

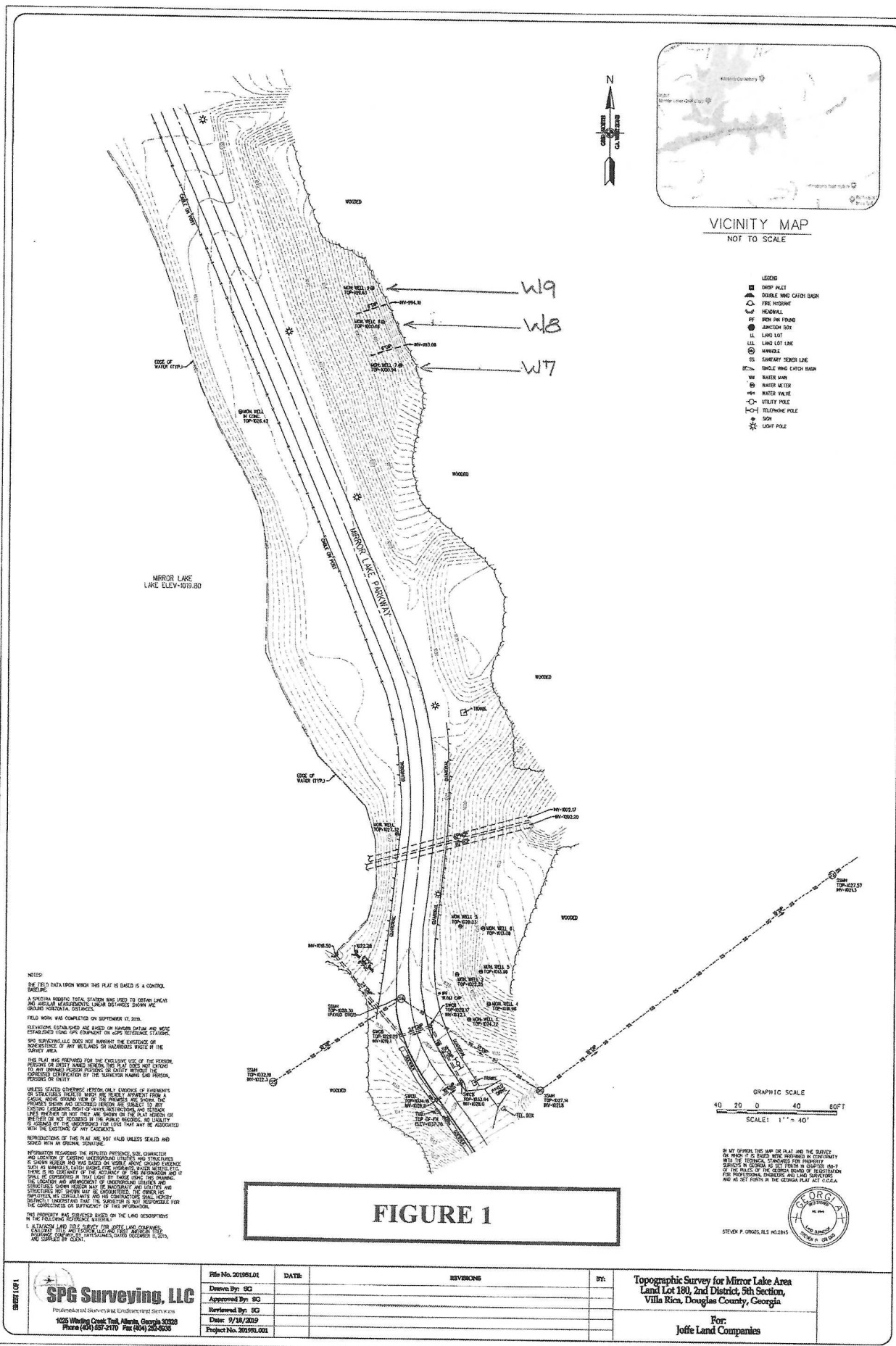


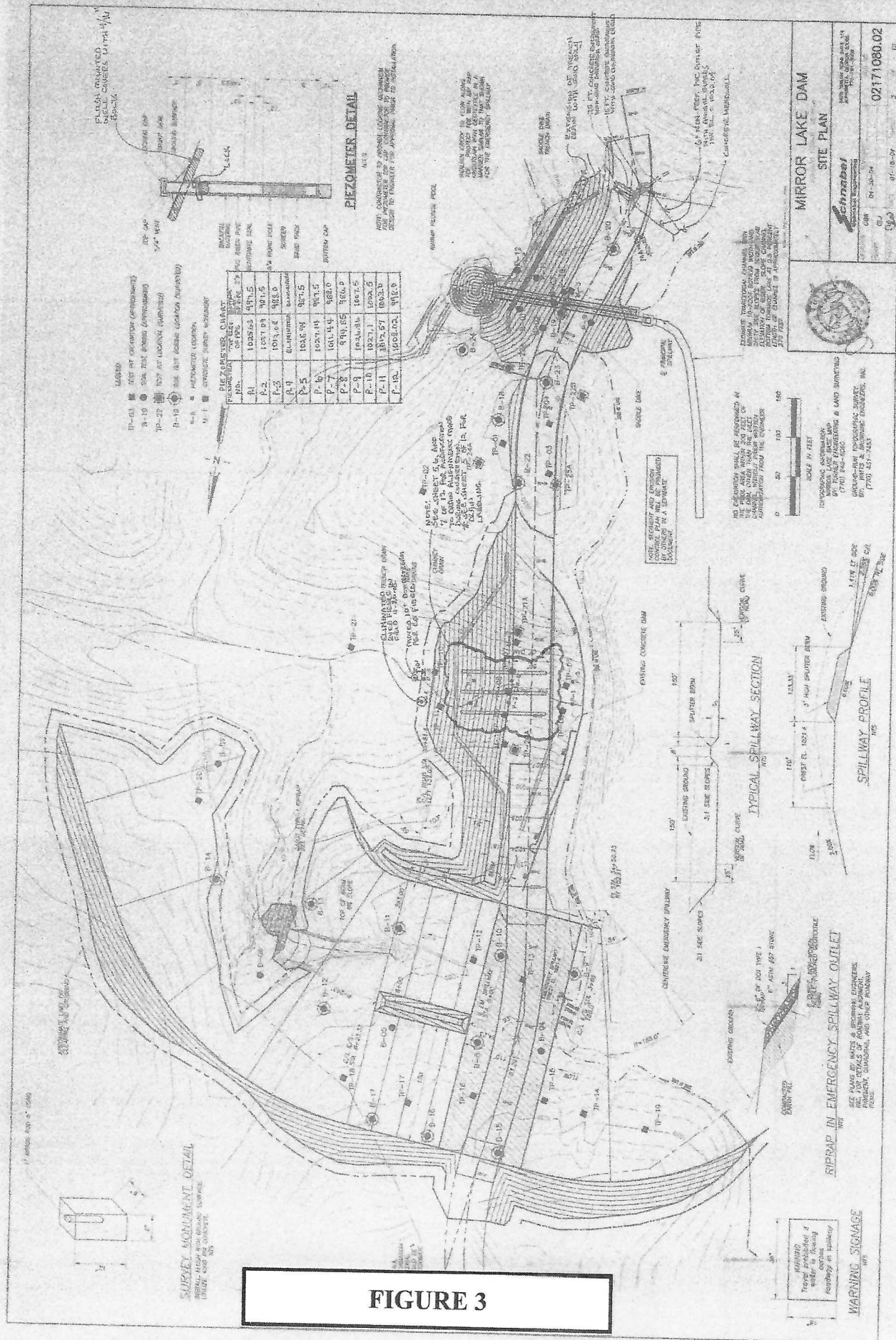
View facing northerly along downstream toe of Main Dam.

SELECTED PHOTOGRAPHS
MIRROR LAKE DAM
CARROLL/DOUGLAS COUNTIES, GEORGIA
PGC PROJECT NUMBER 119254



View facing southerly along mid-slope of Main Dam of irregular dam surface.





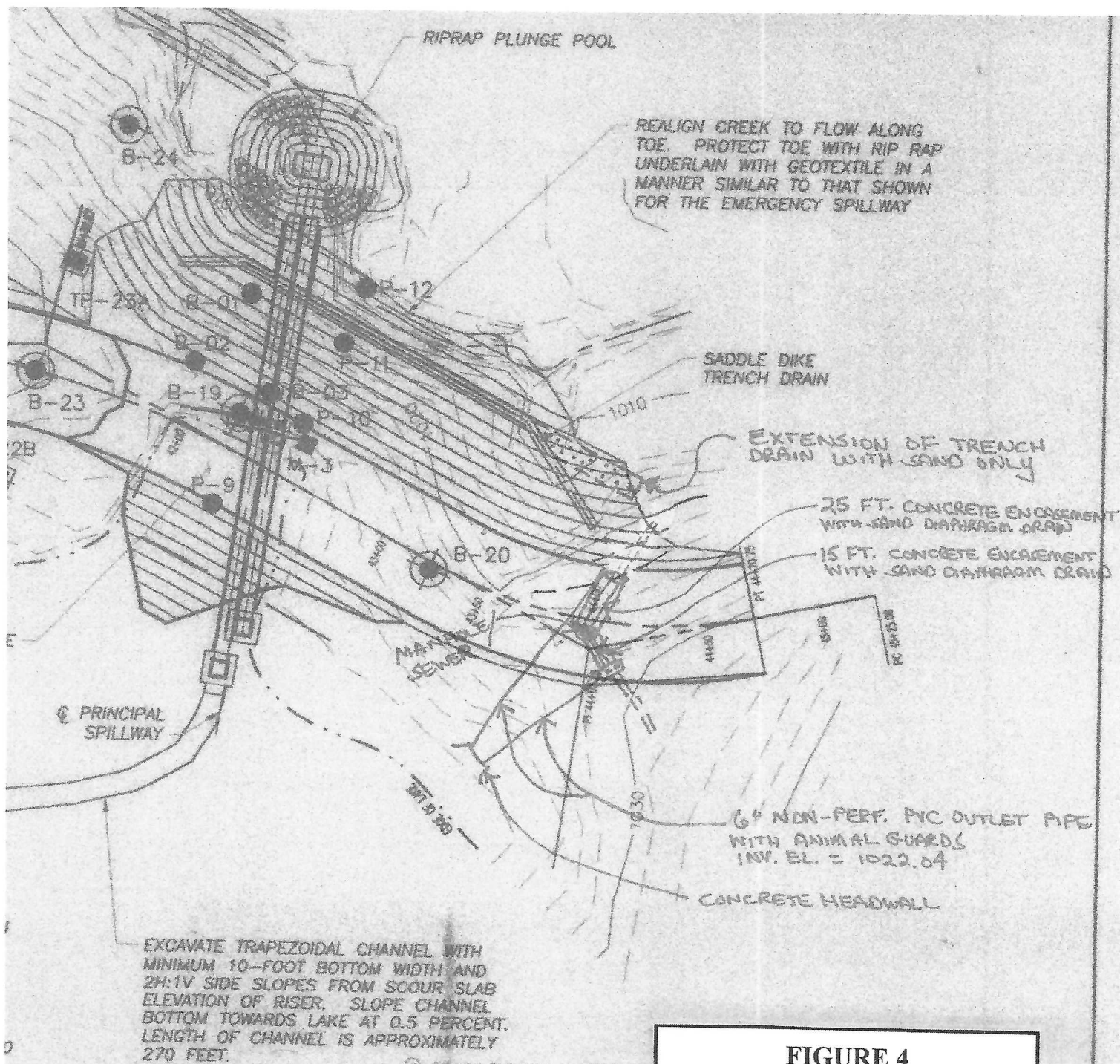
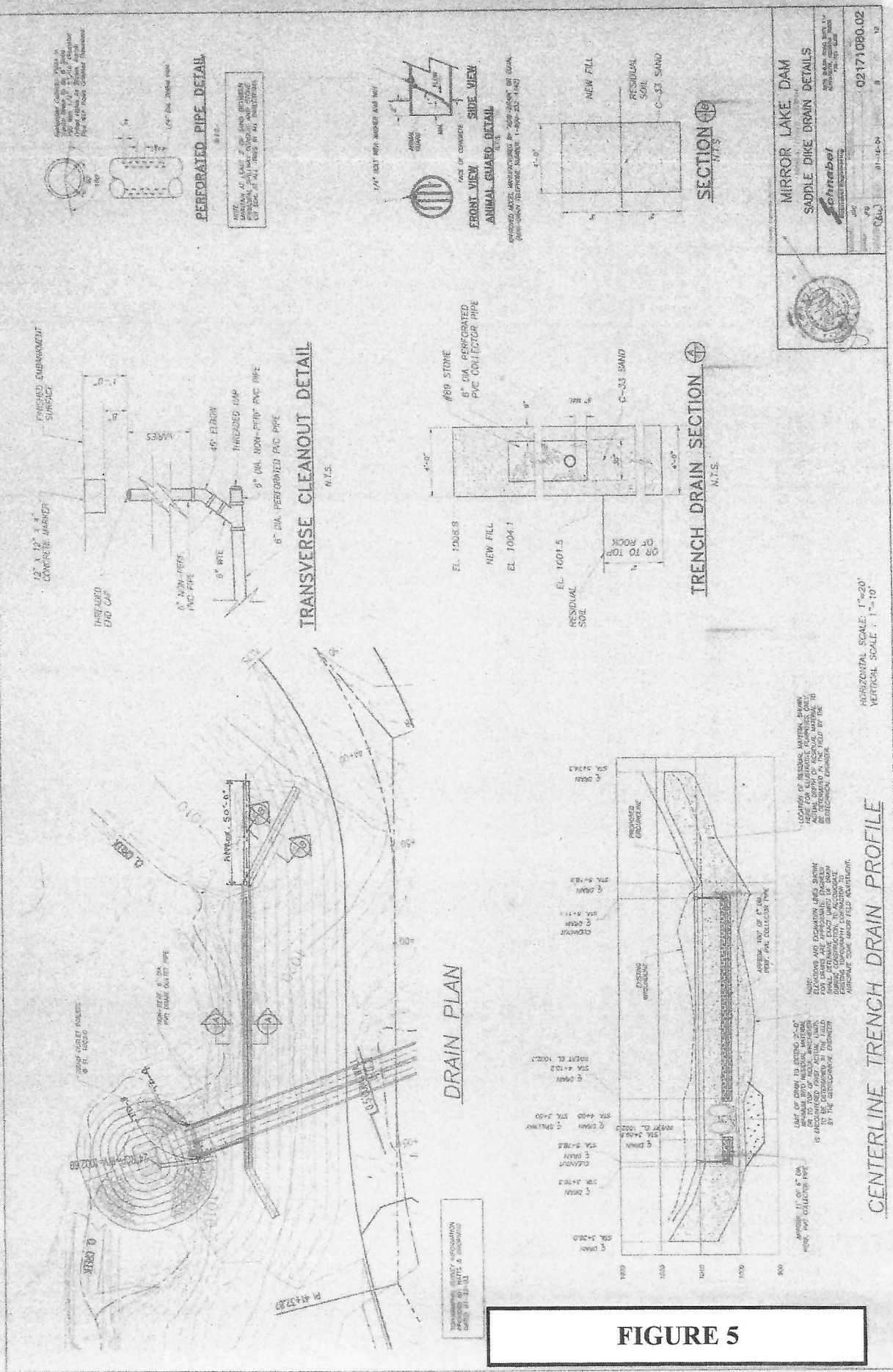
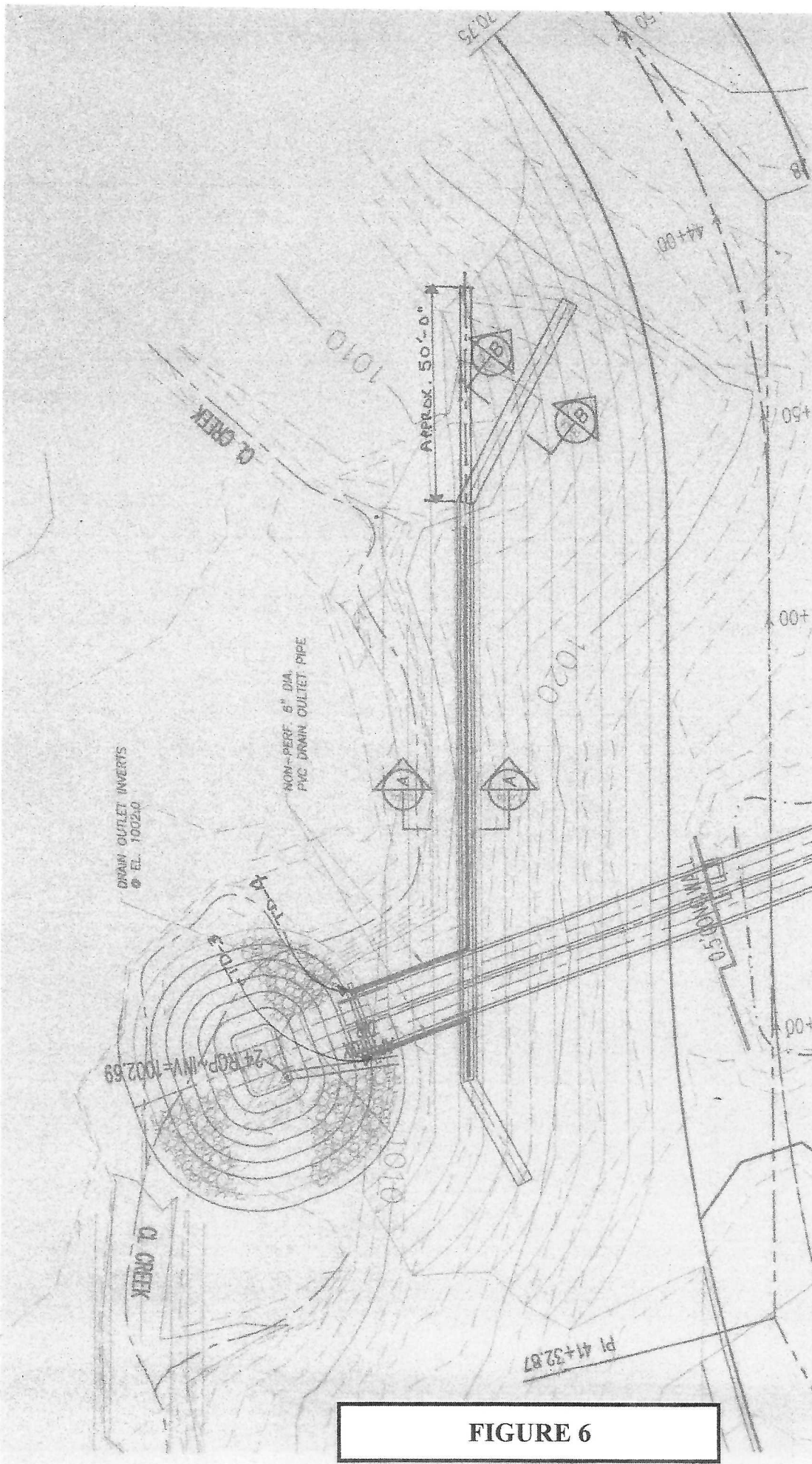


FIGURE 4

		MIRROR LAKE DAM DOUGLAS COUNTY, GEORGIA SITE PLAN	
DESIGNED CBW DRAWN CLJ CHECKED <i>(Signature)</i>		5975 SHILOH ROAD SUITE 114 ALPHARETTA, GEORGIA 30005 770-781-8008	
		JOB NO. 02171080.02	
DATE 01-16-04		SHEET 3 OF 12	





DRAIN PLAN

TOPOGRAPHIC SURVEY INFORMATION
 PROVIDED BY: WATTS & BROWNING
 DATED 01-23-03

FIGURE 6

SUMMARY OF TEMPORARY OBSERVATION WELL MEASUREMENTS

MIRROR LAKE DAM

VILLA RICA, DOUGLAS/CARROLL COUNTIES, GEORGIA

PGC PROJECT NUMBER 119254

WELL #	W1 (SADDLE)	W2 (SADDLE)	W3 (SADDLE)	W4 (SADDLE)	W5 (SADDLE)	W6 (SADDLE)	W7 (MAIN)	W8 (MAIN)	W9 (MAIN)
DATE MEASURED	7/26/2019	7/26/2019	7/26/2019	7/26/2019	7/26/2019	7/26/2019	7/26/2019	7/26/2019	7/26/2019
TOTAL WELL DEPTH (FEET)	10.1	10.1	10.1	7.6	7.5	7.5	7.4	7.5	7.5
PVC STICKUP ABOVE GS (FEET)	1.35	1.75	1.35	2.1	1.25	0.9	2.8	1.2	0.6
APPROX. GROUND ELEV. AT WELL (FEET)	1023.3	1020.6	1018.6	1014.9	1012.7	1012.2	998.1	999.5	999.0
DEPTH TO WATER W/STICKUP (FEET)	>10.1 (DRY)	>10.1 (DRY)	>10.1 (DRY)	6.7	6.75	>7.5 (DRY)	6.4	6.1	4.9
DEPTH OF WATER BELOW GS (FEET)	>8.8	>8.4	>8.8	4.6	5.5	>6.6	3.6	4.9	4.3
ELEVATION OF MEASURED WATER IN WELL (FEET)	<1014.5	<1012.2	<1009.8	1010.3	1007.2	<1005.6	994.5	994.6	994.7
COMMENTS:	DRY	DRY	DRY			DRY			

1) LAKE AT/SLIGHTLY ABOVE NORMAL POOL

2) SITE CONDITIONS DRY-NO APPRECIABLE RAINFALL IN MORE THAN 3 DAYS. NO SURFACE WATER NOTED.

3) SADDLE DAM: RIGHT TOE DRAIN FLOWING APPROXIMATELY 6 GPM. LEFT TOE DRAIN DRY.

4) MAIN DAM: DRAINS EXPERIENCING MINIMAL FLOW. UNABLE TO MEASURE.

SUMMARY OF TEMPORARY OBSERVATION WELL MEASUREMENTS

MIRROR LAKE DAM

VILLA RICA, DOUGLAS/CARROLL COUNTIES, GEORGIA

PGC PROJECT NUMBER 119254

WELL #	W1 (SADDLE)	W2 (SADDLE)	W3 (SADDLE)	W4 (SADDLE)	W5 (SADDLE)	W6 (SADDLE)	W7 (MAIN)	W8 (MAIN)	W9 (MAIN)
DATE MEASURED	8/17/2019	8/17/2019	8/17/2019	8/17/2019	8/17/2019	8/17/2019	8/17/2019	8/17/2019	8/17/2019
TOTAL WELL DEPTH (FEET)	10.1	10.1	10.1	7.6	7.5	7.5	7.4	7.5	7.5
PVC STICKUP ABOVE GS (FEET)	1.35	1.75	1.35	2.1	1.25	0.9	2.8	1.2	0.6
APPROX. GROUND ELEV. AT WELL (FEET)	1023.3	1020.6	1018.6	1014.9	1012.7	1012.2	998.1	999.5	999.0
DEPTH TO WATER W/STICKUP (FEET)	10.01	10.1	10.02	7.02	7.45	7.44	6.8	6.1	5.14
DEPTH OF WATER BELOW GS (FEET)	8.7	8.4	8.7	4.9	6.2	6.5	4.0	4.9	4.5
ELEVATION OF MEASURED WATER IN WELL (FEET)	1014.6	1012.3	1009.9	1010.0	1006.5	1005.7	994.1	994.6	994.5
COMMENTS:	WET SUMP- TRAPPED WATER	WET SUMP- TRAPPED WATER	WET SUMP- TRAPPED WATER		WET SUMP- TRAPPED WATER	WET SUMP- TRAPPED WATER			

1) LAKE AT/SLIGHTLY ABOVE NORMAL POOL

2) SITE CONDITIONS DRY-NO APPRECIABLE RAINFALL IN MORE THAN 3 DAYS. NO SURFACE WATER NOTED.

3) SADDLE DAM: RIGHT TOE DRAIN FLOWING APPROXIMATELY 6 GPM. LEFT TOE DRAIN DRY.

4) MAIN DAM: DRAINS EXPERIENCING MINIMAL FLOW. UNABLE TO MEASURE.



WALDEN, ASHWORTH & ASSOCIATES, INC.

CONSULTING ENGINEERS

P.O. BOX 6462 • MARIETTA, GEORGIA 30065 • 770/956-7879

June 10, 2019

Mrs. Sheryl Brown
Mirror Lake Community Association Inc.
1000 Shoreline Parkway
Villa Rica, Georgia 30180

**RE: MIRROR LAKE DAM INSPECTION
WA&A J.O. 3603701**

Dear Mrs. Brown:

We have completed our visual inspection of the Mirror Lake Dam in Douglas County, Georgia in response to the Georgia Safe Dams Program request that an Engineer of Record (EOR) review compliance issues found with the dam. The attached inspection forms and pictures presents the results of our visual inspection. This letter includes a summary of our observations, our preliminary conclusions and recommendations.

The dam site was visited on April 17, 2019 and no field measurements were taken. Conditions were clear and warm. Visual observations of the dam and appurtenant structures were made from walking along the top of the dam and portions of both the upstream and downstream slopes. The primary spillway was observed from the upstream slope of the dam. No detailed observations were possible of the primary spillway structure because it is only accessible by boat.

Walden, Ashworth & Associates had conducted a visual inspection of the dam in November of 2018. No changes were observed on the upstream slope, the crest of the dam, or along the shoreline. The portion of the slope that is visible above the water line is covered with bermuda sod that appears to be in good condition. No shoreline protection such as rip rap was observed. There were no signs of shore erosion visible. The slope is estimated to be a 3 horizontal to 1 vertical (3:1) and no unusual movement on the slope was observed. No slides or sloughs were observed and the abutment contacts looked good.

The crest of the dam has a paved road that appears to be in good condition with no cracking observed. There was some vehicle rutting along the edge of the paved road that needs repaired and grassed. The horizontal and vertical alignment of the earth embankment appears to be generally good. The crest is covered with a good stand of well-maintained grass. The abutment contacts were good.

The downstream slope of the dam is covered with grass that appeared to have been mowed recently. The slope appears to be approximately 3 horizontal to 1 vertical (3:1). No signs of sloughing or sinkholes were observed. There were, however, some areas on the downstream slope near the primary spillway outlet pipes that were sparsely vegetated. These areas had some hay with new grass beginning to grow. There was also some minor erosion along the right downstream groin of the main dam. This area needs to be repaired and/or armored (grass, rip rap, concrete, etc.). There was a wet area near the right abutment indicating seepage that needs further investigation to determine the cause and if there is a need to design a solution to capture this seepage and monitor. Vehicular damage was also observed along the toe of the dam that needs repaired and grassed.

Seepage drains are located at the downstream end of the dam and on both sides of the primary spillway outlet. The right-side seepage drain located on the right side of the primary spillway outlet had a flow of approximately 6 gallons per minute (gpm) of clear water. The seepage drain on the left side of the primary spillway outlet had only a trickle flow. The seepage drains located along the downstream toe of the dam were accessible. The brush had been cleared from the previous inspection. There is still standing water in the area causing the toe drains to be at or just below the water line. This area should be drained if possible and continue to be monitored to ensure the condition does not worsen. Rust colored water was also observed coming from the toe drains and in the wet swampy area in and around the toe drains. This should be monitored to make sure the situation does not worsen.

The piezometers are in good condition located along the upstream side of the crest of the dam.

The water level of the lake is controlled by the primary spillway which consists of (2) reinforced concrete structures with 60-inch diameter low level discharge pipes. Observations from the upstream slope of the dam indicate that it appears to be generally in good shape. The structure appears to have an adequate functioning trash rack.

Two 60 in. diameter low level discharge pipes are located near the right abutment. The low-level outlet pipes terminate at the downstream toe of the dam with a cantilevered discharge into a rip-rap lined plunge pool. The plunge pool was clear of brush and vegetation allowing access. The plunge pool continues to provide adequate dissipation of the energy from flows discharging through the pipe.

The 300-foot-wide grassed trapezoidal channel secondary or emergency spillway located in the left abutment appears to be generally in good condition. The approach channel is unobstructed and is covered with a good stand of grass. The discharge area also appears to be clear of debris. There was vehicular damage in spots that need to be repaired and grassed. No evidence of frequent activation of this spillway was observed. Two rip rap lined drainage ditches remain at the downstream end of the emergency spillway. There appeared to be no erosion problems in the area, however these areas should continue to be monitored to ensure no erosion takes place. The exit

channel of the emergency spillway had been cleared of brush exposing some spots of erosion. These areas are on the downstream side of the exit channel and pose no threat to the dam. If this erosion worsens it will be working away from the dam. These areas can be repaired, grassed, and/or armored to prevent further erosion but pose no threat to the dam.

Below are specific responses to compliance issues brought forth by the Georgia Safe Dams Program (GSDP):

1. The emergency spillway has obtained a cover of vegetation, but the root depth has not been measured to ensure it meets the design minimum. The subject dam's permit condition #10 states, "During August 2010, at least twenty samples of Bermuda grass in the emergency spillway channel shall be taken by Schnabel Engineering to confirm the root depth of the Bermuda grass installed. The results shall be submitted to the Safe Dams Program (Program) for review". As of today's date this data has not been received by the Program. Your Engineer of Record (EOR) must perform this data acquisition and provide the sampling data to the Program.

MLCA will obtain root depth samples later in the growing season and submit them to GSDP.

2. A 20'x20' bubbling seepage area was found at the far right abutment, approximately half way down the downstream slope. An EOR should be retained to investigate the cause and design an adequate solution to capture and monitor this seepage.

Further investigation into this seepage area is being conducted by geotechnical engineer.

3. The previously noted erosion area located in the downstream end of the emergency spillway has been grubbed and exposed bare soil. This area should continue to be monitored for any changes. An EOR should be retained to investigate if the current conditions of the channel are affecting the function of the spillway and if they present a possible failure mode for the dam.

This area has been inspected and poses no threat to the dam.

4. Seepage and inappropriate vegetation, i.e. moss, was found on the downstream slope at the right abutment above the toe drain plunge pool. An EOR should be retained to determine the cause of the seepage and provide an adequate solution to prevent the seepage from eroding away the dam.

This area has been addressed with grass seed and hay. The area should continue to be monitored making sure the situation does not

worsen. Geotechnical engineer is further evaluating the area.

It is important to note that the condition of any dam depends on numerous and constantly changing internal and external conditions and is evolutionary in nature. It cannot be assumed that the present conditions of any dam will continue to represent its condition at some point in the future.

If you have any questions concerning our inspection, please do not hesitate to call me.

Sincerely,



Jason Rapplean, P.E.

Senior Engineer

JR/jcw

Attachments



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Crest and upstream
slope of dam with
paved road.



Description:

Paved road on crest of
dam. Rutting that
needs repair.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Primary spillway riser structures with trash rack.



Description:

Sparsely vegetated area on downstream slope of dam near primary spillway outlet pipes. Evidence of hay and grass beginning to grow. Area should be grassed.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Seepage area at right abutment. Additional investigation needed. Vehicular damage in the area that needs repaired.



Description:

Seepage area at right abutment. Additional investigation needed. Vehicular damage in the area that needs repaired.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Seepage area at right abutment. Additional investigation needed. Vehicular damage in the area that needs repaired.



Description:

Erosion along right downstream groin of main dam embankment.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Vehicular damage
along the toe that
needs repaired.



Description:

Outlet pipes for
primary spillway.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Swampy wet area at toe of dam. Toe drains inaccessible due to heavy brush.



Description:

Vehicular damage along the toe that needs repaired.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

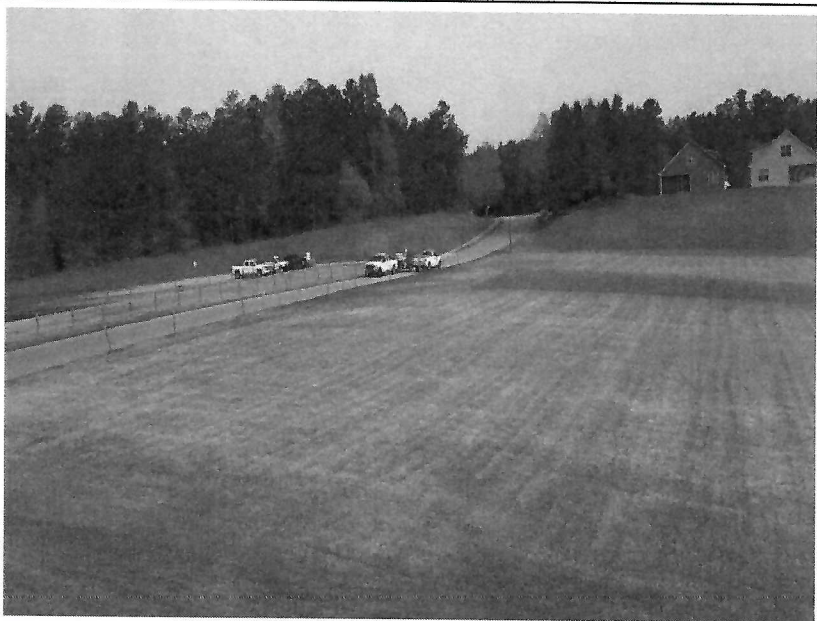
Description:

Vehicular damage
along the toe that
needs repaired.



Description:

Emergency spillway.
Grassed trapezoidal
channel.



WALDEN, ASHWORTH & ASSOCIATES, INC.
MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
Project Location: Douglas County, Georgia
Report By: Jason Rapplean, P.E., E.O.R.

Description:

Emergency spillway.
Grassed trapezoidal
channel.



Description:

Exit of emergency
spillway. Rip rap lined
ditches located at the
exit.



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MIRROR LAKE VISUAL INSPECTION



PHOTO LOG

Date: 04/17/19
Project: Mirror Lake Dam Visual Inspection
Project No.: 3603701
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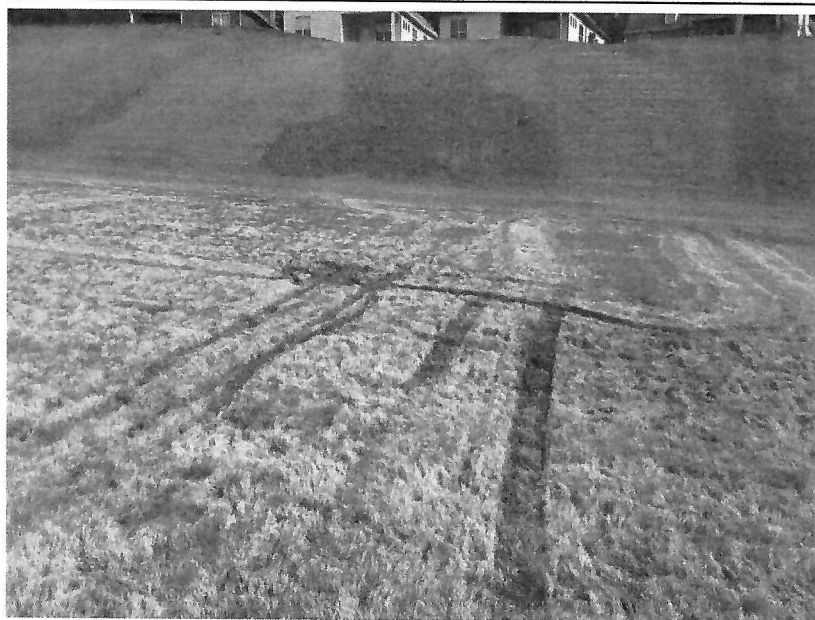
Description:

Erosion in the spillway
exit channel on the
downstream slope.
Upstream slope
armored with rip rap.



Description:

Vehicular damage in
the emergency
spillway that needs
repaired.



Embankment (Earth) Dam Inspection Form

Name of Dam: Mirror Lake Dam Date: 4-17-19
Location of Dam (County): Douglas Weather: Clear/Warm
Inspected by (Print Name): Jason Rapplean

If an inspection item requires further action on your part, place a check mark to the left of the number of the item

A. Crest (refer to Glossary for description)

- ☐ 1. How would you describe the vegetation on the crest? (Check all that apply)
Recently Mowed _____ Overgrown _____ Good Cover ☒ Sparse _____
Other/Corrective Action (describe): _____
- ☐ 2. Are there any trees or other inappropriate or excessive vegetation on the crest? Yes _____ No ☒
If yes, describe (type of vegetation, size, location, etc.)/Corrective Action: _____
- ☐ 3. Is there a paved road or driveway on the crest? Yes ☒ No _____
If yes, describe the condition (for example, good condition, numerous cracks, newly paved)/Corrective Action: pavement good condition, some cutting along edge
- ☐ 4. Are there any depressions, ruts or holes on the crest? Yes _____ No ☒
If yes, describe (size, location, etc.)/Corrective Action: _____
- ☐ 5. Are there any cracks on the crest? Yes _____ No ☒
If yes, describe (length and width, location, direction of cracking, etc.)/Corrective Action: _____
- ☐ 6. Other observations on the crest/Corrective Action: _____

B. Upstream Slope (refer to Glossary for description)

1. What is the reservoir level today? At Normal Pool ☒ Above Normal Pool _____ Feet Below Normal Pool _____ Feet
- ☐ 2. How would you describe the vegetation on the upstream slope? (Check all that apply)
Recently Mowed _____ Overgrown _____ Good Cover ☒ Sparse _____
Other/Corrective Action (describe): _____
- ☐ 3. Are there any trees or other inappropriate or excessive vegetation on the slope? Yes _____ No ☒
If yes, describe (type of vegetation, size, location, etc.)/Corrective Action: _____
- ☐ 4. Are there any depressions, bulges, ruts or holes (such as animal burrows) on the slope? Yes _____ No ☒
If yes, describe (size, location, etc.)/Corrective Action: _____
- ☐ 5. Are there any eroded areas on the slope (such as wave erosion along the shoreline)? Yes _____ No ☒
If yes, describe (size of area, location, severity, etc.)/Corrective Action: _____
- ☐ 6. Are there any cracks, sloughs or slides (vertical cliffs) on the slope? Yes _____ No ☒
If yes, describe (length, width, height, location, etc.)/Corrective Action: _____

Upstream Slope (continued)

- ☐ 7. Is there any type of slope protection along the shoreline (such as riprap)? Yes _____ No ☒
 If yes, describe what type and its condition (for example, riprap - adequate, inadequate, sparse)/Corrective Action: _____
- ☐ 8. Other observations on the upstream slope/Corrective Action: _____

C. Downstream Slope (refer to Glossary for description)

- ☐ 1. How would you describe the vegetation on the downstream slope? (Check all that apply)
 Recently Mowed _____ Overgrown _____ Good Cover ☒ Sparse _____
 Other/Corrective Action (describe): Some minor bare areas near outlets,
vehicle damage along toe, erosion along right groin of main dam
- ☐ 2. Are there any trees or other inappropriate or excessive vegetation on the slope? Yes _____ No ☒
 If yes, describe (type of vegetation, size, location, etc.)/Corrective Action: _____
- ☐ 3. Are there any depressions, bulges, ruts or holes (such as animal burrows) on the slope? Yes _____ No ☒
 If yes, describe (size, location, etc.)/Corrective Action: _____
- ☐ 4. Are there any eroded areas on the slope (such as along abutment contacts)? Yes ☒ No _____
 If yes, describe (size of area, location, severity, etc.)/Corrective Action: Small erosion gully
along right groin of main dam
- ☐ 5. Are there any cracks, sloughs or slides (vertical cliffs) on the slope? Yes _____ No ☒
 If yes, describe (length, width, height, location, etc.)/Corrective Action: _____
- ☐ 6. Are there any wet areas or areas of hydrophilic (lush, water-loving) vegetation? Yes ☒ No _____
 If yes, describe (size of area, location, etc.)/Corrective Action: Far right side at toe wet
area, could be from embankment,
- ☐ 7. Do any wet areas indicate seepage through the dam (such as rust-colored, stained water)? Yes ☒ No _____ N/A _____
 If yes, describe (for example, new area of seepage, no change from past observations, size of area, location) /Corrective Action: rust color from toe drain in wetland area
- ☐ 8. Are there any leaks (flowing water) from the slope or beyond the toe of the dam? Yes _____ No ☒
 If yes, describe (location, rate of flow, turbidity of flow)/Corrective Action: _____
- ☐ 9. Other observations on the downstream slope/Corrective Action: vehicle damage at various
spots along downstream embankment and toe

D. Plunge Pool (refer to Glossary for description)

- ☐ 1. Is there any type of erosion protection around the plunge pool (such as riprap)? Yes ☒ No _____
 If yes, describe what type and its condition (for example, riprap - adequate, inadequate, obstructed by vegetation)
 /Corrective Action: Rip Rap
- ☐ 2. Is there any erosion and or seeps around or going into the plunge pool? Yes _____ No ☒
 If yes, describe (size of area, location, severity, etc.) /Corrective Action: _____
- ☐ 3. Other observations around the plunge pool/Corrective Action: _____

Embankment (Earth) Dam Inspection Form (continued)

Name of Dam: Mirror Lake Dam

Date: 4-17-19

E. Principal and Emergency Spillways (refer to Glossary for description)

- ☐ 1. What types of spillways does the dam have (such as corrugated metal, concrete or siphon pipe; concrete or earth channel)?

Principal Spillway Concrete Risers

Emergency Spillway Grass spillway

Other/Corrective Action: _____

- ☐ 2. Has the emergency spillway activated (had flow) since the last inspection? Yes _____ No ☒

If yes describe (date(s) of flow, reason for activation, depth of flow) /Corrective Action: _____

- ☐ 3. For pipe spillways, is the intake obstructed in any way (such as with excessive debris)? Yes _____ No ☒

If yes, describe (type of debris, reason for obstruction, etc.) /Corrective Action: _____

- ☐ 4. For pipe spillways, what is the condition of any trash racks (for example, adequate, inadequate, damaged)? /Corrective Action:

Adequate

- ☐ 5. For pipe spillways, are there any visible cracks, separations or holes in the pipe(s) (intake or outlet)? Yes _____ No ☒

If yes, describe (location, width of crack or separation, etc.) /Corrective Action: _____

- ☐ 6. For pipe spillways, are there any apparent leaks in the pipe(s)? Yes _____ No ☒

If yes, describe (location, rate of flow from leak, etc.) /Corrective Action: _____

7. For pipe spillways, how would you describe the overall condition of the pipe(s)? (Check all that apply)

Functioning Normally ☒

Not Functional _____

Deteriorated _____

Damaged _____

Adequate _____

Inadequate _____

- ☐ 8. For concrete or earth channel spillways, is the entrance or channel obstructed in any way? Yes _____ No ☒

If yes, describe (type of obstruction, location, etc.) /Corrective Action: _____

- ☐ 9. For earth channel spillways, how would you describe the vegetation in the spillway? (Check all that apply)

Recently Mowed _____

Overgrown _____

Good Cover ☒

Sparse _____

Other (describe) /Corrective Action: Bermuda Sod

- ☐ 10. For earth channel spillways, are there any trees or other inappropriate vegetation in the spillway? Yes _____ No ☒

If yes, describe (type of vegetation, size, location, etc.) /Corrective Action: _____

- ☐ 11. For earth channel spillways, are there any eroded areas in the spillway? Yes _____ No ☒

If yes, describe (size of area, location, severity, etc.) /Corrective Action: _____

- ☐ 12. For concrete channel spillways, are there any cracks or holes in the spillway? Yes _____ No _____

If yes, describe (width of crack or hole, location, etc.) /Corrective Action: N/A

- ☐ 13. For concrete channel spillways, are there any leaks or evidence of undermining (flow under the concrete)? Yes _____ No _____

If yes, describe (location, rate of flow from leak, indicators of undermining, etc.) /Corrective Action: N/A

Principal and Emergency Spillways (continued)

14. For earth or concrete channel spillways, how would you describe the overall condition of the spillway? (Check all that apply)

Functioning Normally ☒ Not Functional ☐ Deteriorated ☐ Damaged ☐ Adequate ☐ Inadequate ☐

- ☐ 15. Other observations on the spillways/Corrective Action: Downstream channel has erosion that could be stabilized

F. Instrumentation (refer to Glossary for description)

- ☐ 1. Are there any toe drains at the downstream toe or any other seepage drains on the dam? Yes ☒ No ☐
If yes, describe the condition (for example, clogged, free flowing, deteriorated, good condition) /Corrective Action: Free flowing some rust coloration

- ☐ 2. For drains, is an animal guard installed at the outlet of each drain? Yes ☒ No ☐
If no, which drains lack animal guards? /Corrective Action: _____

- ☐ 3. For drains, measure the rate of flow from each drain and record below (use additional pages if necessary):

Designation/Location of Drain	Flow Rate	Flow Rate in GPM*	Turbidity of Flow (describe - clear, muddy, etc.)
T03	Trickle	Trickle	Clear
T04	1 Gal in 105	6 GPM	Clear

- ☐ 4. Are there any piezometers on the dam? Yes ☒ No ☐
If yes, describe the condition (for example, good condition, damaged, etc.) /Corrective Action: _____

- ☐ 5. For piezometers, does each piezometer have a cap with a lock? Yes ☒ No ☐
If no, which piezometers need caps (to prevent rain water intrusion) and/or locks (to prevent tampering)? /Corrective Action: _____

- ☐ 6. For piezometers, are you able to take a measurement (depth to water) in each piezometer? Yes ☐ No ☒
If yes, record depth to water (in feet) in each piezometer, record on a separate page, and attach to this form.

- ☐ 7. Are there any other monitoring devices on the dam? Yes ☒ No ☐
If yes, describe what type and the condition (for example, monitoring wells - good condition, damaged) /Corrective Action: observation wells - good

- ☐ 8. Other observations on instrumentation/Corrective Action: _____

G. Photographs

At a minimum, photographs should be taken of the crest, upstream slope, downstream slope and any other notable features.

List of photographs (be sure to date stamp the photos): See attached

*GPM (gallons per minute): to convert from oz/sec multiply by 0.4688; to convert from ml/sec multiply by 0.01585

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd

Franklin, GA 30217

706.302.1576

QUOTE FOR SERVICES: Mirror Lake Dam Project

\$99,650.00

This quote is for labor and equipment only – The City of Villa Rica will provide all material and will obtain right of entry. Concrete flumes and curbing by others. Work to be performed in accordance with drawings provided.



Timothy C. Grizzard, President

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd

Franklin, GA 30217

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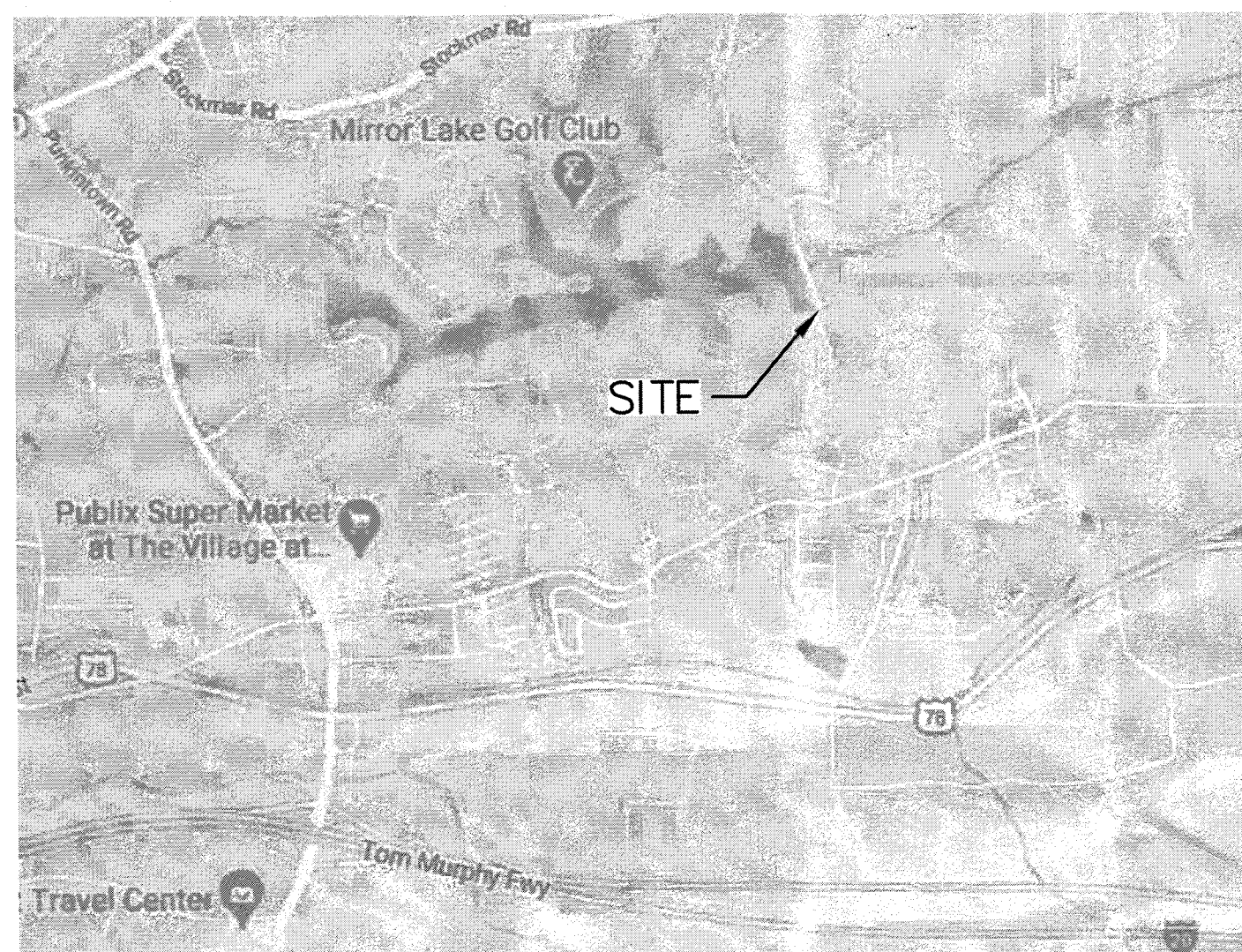
Timothy C. Grizzard, President

MIRROR LAKE PARKWAY STORM SEWER ALTERATION

DOUGLAS COUNTY
VILLA RICA, GEORGIA
2nd DISTRICT, LAND LOT 01790

FEBRUARY 2021

MIRROR LAKE PARKWAY
VILLA RICA, GEORGIA



LOCATION MAP

N.T.S.

LAT - 33°44'28.96" N
LONG - 84°52'50.89" W

NARRATIVE

THE PURPOSE OF THIS PROJECT IS TO REMOVE STORM SEWER PIPING AND ASSOCIATED BEDDING PENETRATING THROUGH THE RIGHT EMBANKMENT OF MIRROR LAKE DAM THAT IS CAUSING EXCESS SEEPAGE DURING RAIN EVENTS. THIS PROJECT PROPOSES TO CONVERT SINGLE WING CATCH BASINS TO CONCRETE FLUMES AND DIRECT STORM RUNOFF OVERLAND IN ARMORED CHANNELS INTO MIRROR LAKE AND DOWNSTREAM AWAY FROM THE TOE OF THE DAM. THIS WILL BE DONE IN ACCORDANCE WITH GA DEPT. OF NATURAL RESOURCES, EPD, WATERSHED PROT. DIV., SAFE DAMS PROGRAM.

OWNER

MIRROR LAKE COMMUNITY ASSOCIATION
1000 SHORELINE PARKWAY
VILLA RICA, GEORGIA 30180
PHONE: (770) 459-2985

PROJECT DESIGN ENGINEER

WALDEN, ASHWORTH & ASSOCIATES, INC.
P.O. BOX 6462
MARIETTA, GEORGIA 30065
(770) 956-7879
CONTACT: JASON RAPPLEAN, P.E., E.O.R.



WALDEN, ASHWORTH & ASSOCIATES, INC.

CONSULTING ENGINEERS
P.O. BOX 6462
MARIETTA, GEORGIA 30065
WA&A JOB NO. 4002400

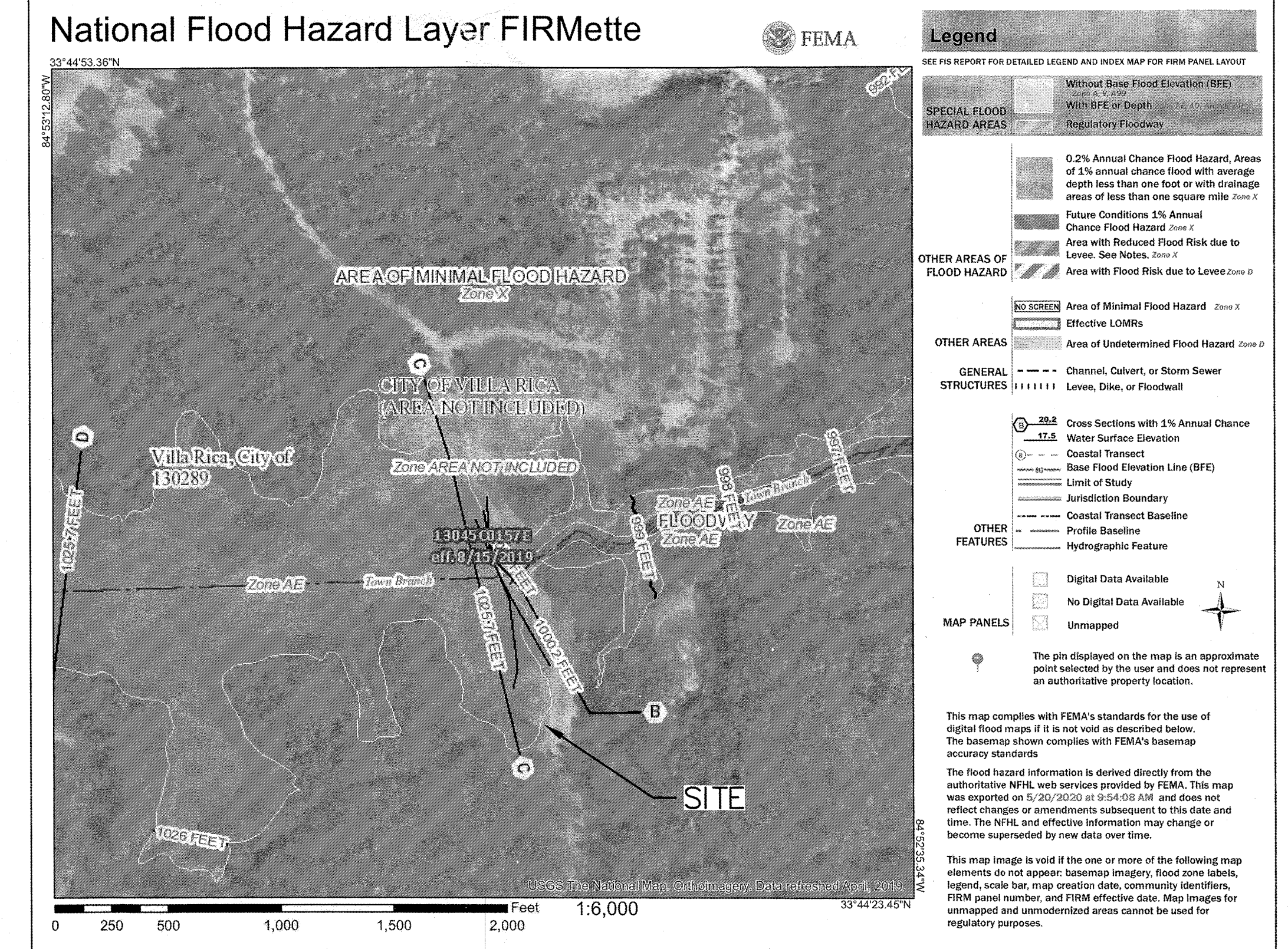
DRAWING LIST

39028-C-101 SITE WORK
39028-C-102 SITE WORK
39028-C-103 SITE WORK
39028-C-104 SITE WORK
39028-C-105 SITE WORK
39028-C-106 SITE WORK

39028-C-200 EROSION CONTROL
39028-C-201 EROSION CONTROL
39028-C-202 EROSION CONTROL
39028-C-203 EROSION CONTROL
39028-C-204 EROSION CONTROL
39028-C-205 EROSION CONTROL
39028-C-206 EROSION CONTROL

— EXISTING CONDITIONS PLAN
— DEMOLITION PLAN
— SITE PLAN
— GRADING PLAN
— DETAILS
— DETAILS

— NOTES
— NOTES
— INITIAL PLAN
— INTERMEDIATE PLAN
— FINAL PLAN
— DETAILS
— DETAILS

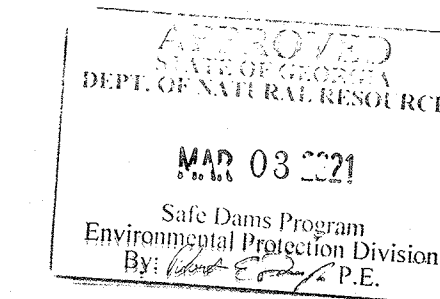
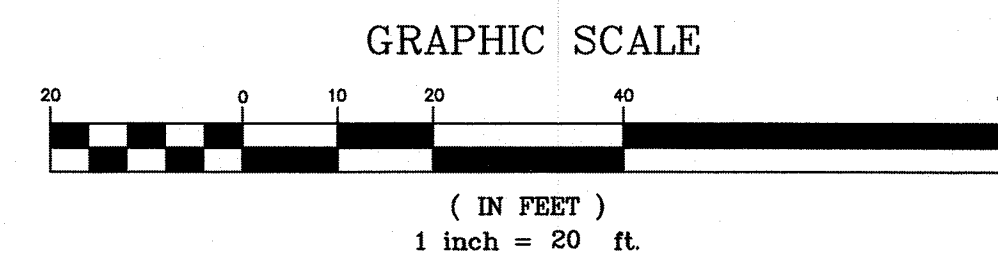
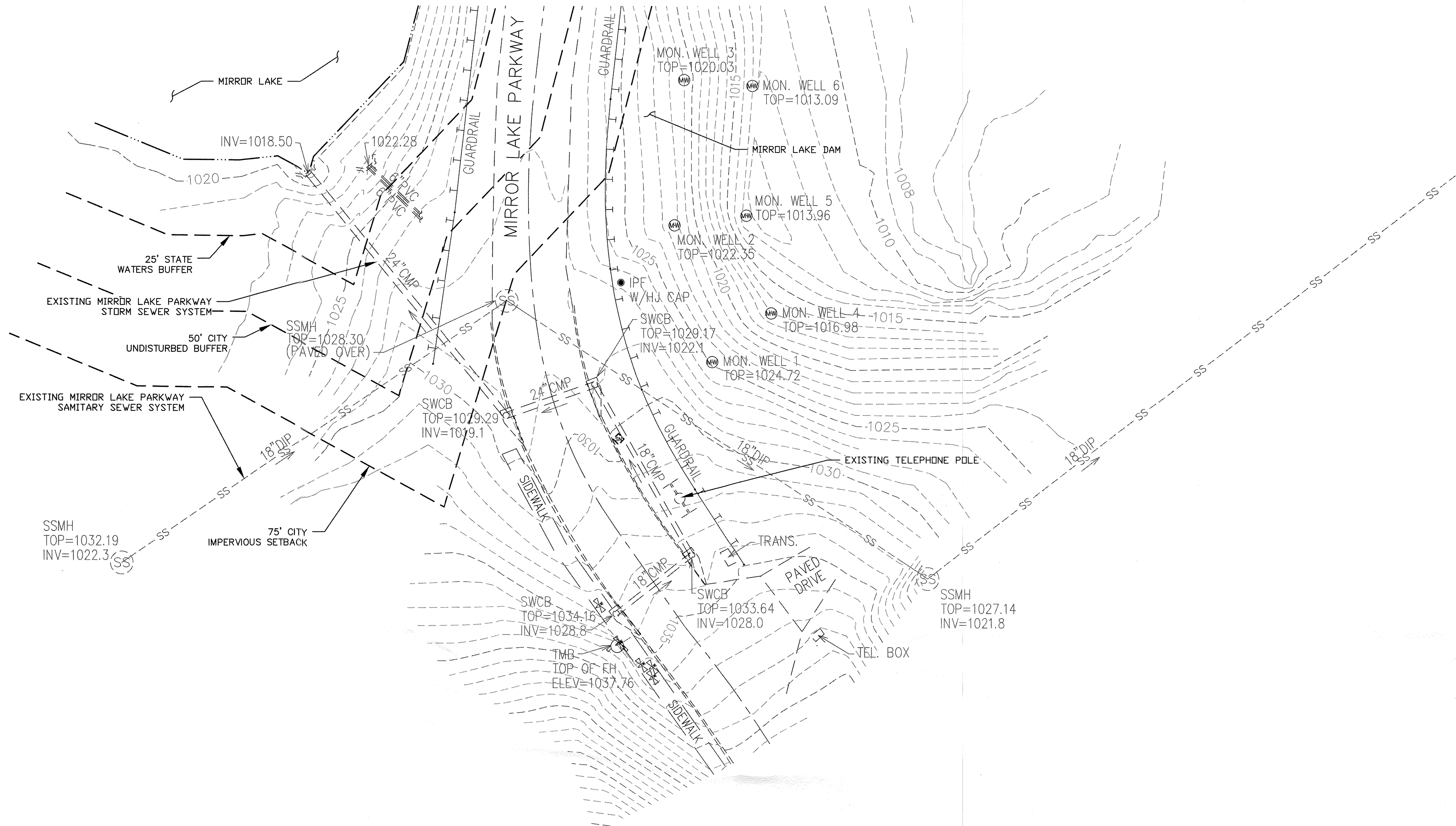
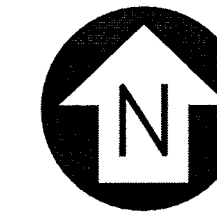


F.I.R.M. PANEL

MAP NUMBER 13045C0157E
EFFECTIVE DATE: 08/15/2019
SCALE: AS SHOWN

NOTES

- SEE DRAWING NO. C-103 FOR GENERAL NOTES AND LEGEND.
- PROPERTY LINES AND TOPOGRAPHIC INFORMATION SHOWN ARE BASED ON A SURVEY BY: SPG SURVEYING DATED SEPTEMBER 18, 2019. DATUM FOR THIS SITE WAS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(2011)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE, WITH THE VERTICAL REFERENCE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

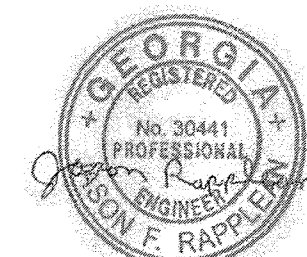


PRIMARY PERMITTEE
OWNER:
MIRROR LAKE COMMUNITY ASSOC.
1000 SHORELINE PARKWAY
VILLA RICA, GEORGIA 30180
SHERYL BROWN
PHONE: (770) 459-2985
EMAIL: MIRRORLAKE2985@COMCAST.NET

24 HR. CONTACT PERSON
BRYAN LANGBORD
(404) 293-5511

NOTIFY CITY OF VILLA RICA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION.
THE SITE IS LOCATED IN LAND LOT 01790, DISTRICT 2
DOUGLAS COUNTY, GA, MIRROR LAKE PKWY, VILLA RICA, GA 30180
PROJECT IS LOCATED ON MIRROR LAKE COMMUNITY ASSOCIATION PROPERTY.

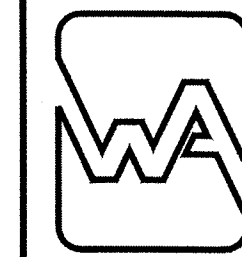
NO.	REVISIONS	MADE	CHKD.	DATE	NO.	REVISIONS	MADE	CHKD.	DATE



SCALE: 1"=20'	DATE: 05/20
DESIGN BY: JR	
DRAWN BY:	
CHECKED BY:	
SUPV. BY:	
JASON RAPPLEAN, PE LEVEL 2 CERTIFICATION # 3031 EXPIRATION DATE: 12/07/23	

**MIRROR LAKE PKWY STORM SEWER
SITE WORK
EXISTING CONDITIONS PLAN**

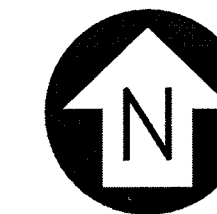
MIRROR LAKE COMMUNITY ASSOCIATION



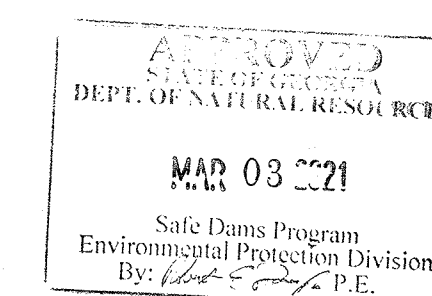
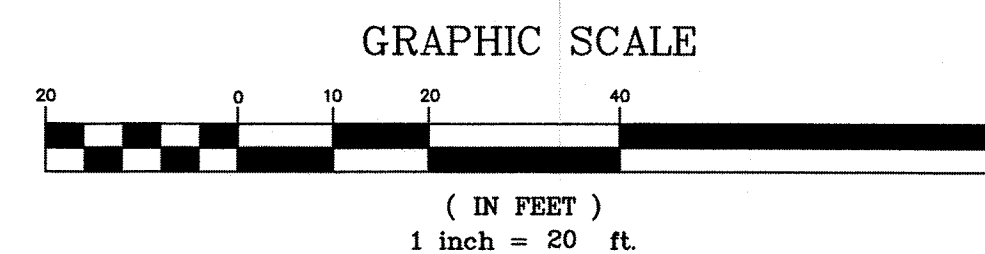
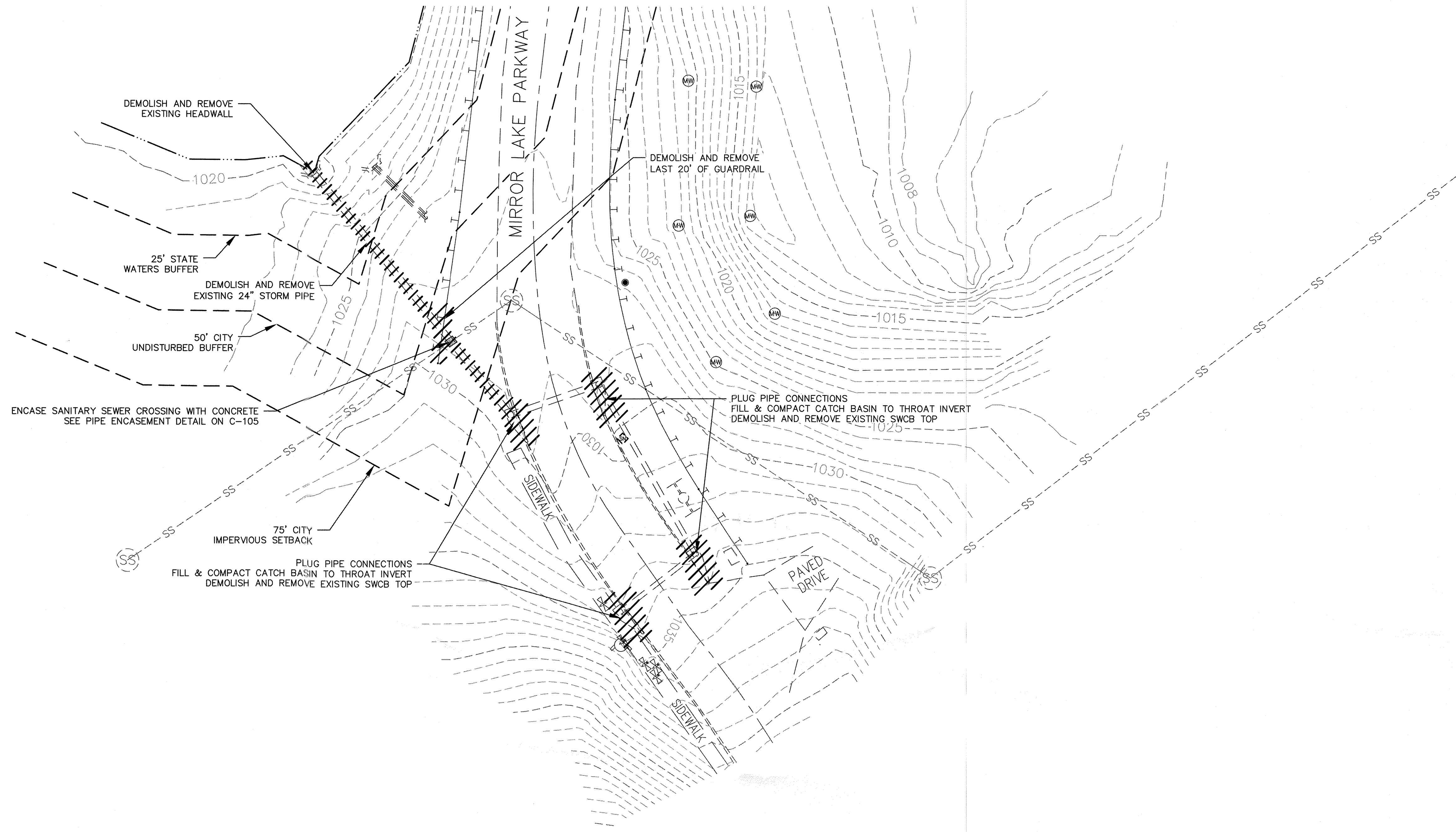
WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS
P.O. BOX 6462
MARIETTA, GEORGIA 30065
(770) 956 - 7897
COA: PEF000707 EXP: 06/30/2022

JOB NO. 4002400	DRAWING NUMBER 40024-C-101	REV. NO. 0
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NOTES



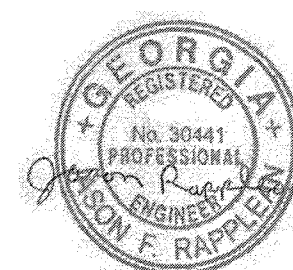
1. SEE DRAWING NO. C-103 FOR GENERAL NOTES AND LEGEND.
2. BLASTING WILL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE ENGINEER AND 48 HOUR PRIOR NOTICE TO THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, SAFE DAMS PROGRAM.
3. THE CONTRACTOR SHALL RELOCATE AND/OR HAVE ALL EXISTING UTILITIES WITHIN THE LIMITS OF DISTURBANCE RELOCATED BY THE UTILITY COMPANY-OWNER AT THEIR EXPENSE.



PRIMARY PERMITTEE
OWNER:
MIRROR LAKE COMMUNITY ASSOC.
1000 SHORELINE PARKWAY
VILLA RICA, GEORGIA 30180
SHERYL BROWN
PHONE: (770) 459-2985
EMAIL: MIRRORLAKE2985@COMCAST.NET

24 HR. CONTACT PERSON
BRYAN LANGBORD
(404) 293-5511

NO.	REVISIONS	MADE	CHKD.	DATE	NO.	REVISIONS	MADE	CHKD.	DATE



03/03/21

SCALE: 1"=20'	DATE: 05/20
DESIGN BY: JR	
DRAWN BY:	
CHECKED BY:	
SUPV. BY:	
JASON RAPPLEAN, PE LEVEL 2 CERTIFICATION # 3031 EXPIRATION DATE: 12/07/23	

NOTIFY CITY OF VILLA RICA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION.

THE SITE IS LOCATED IN LAND LOT 01790, DISTRICT 2
DOUGLAS COUNTY, GA, MIRROR LAKE PKWY, VILLA RICA, GA 30180
PROJECT IS LOCATED ON MIRROR LAKE COMMUNITY ASSOCIATION PROPERTY.

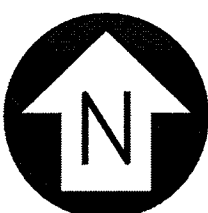
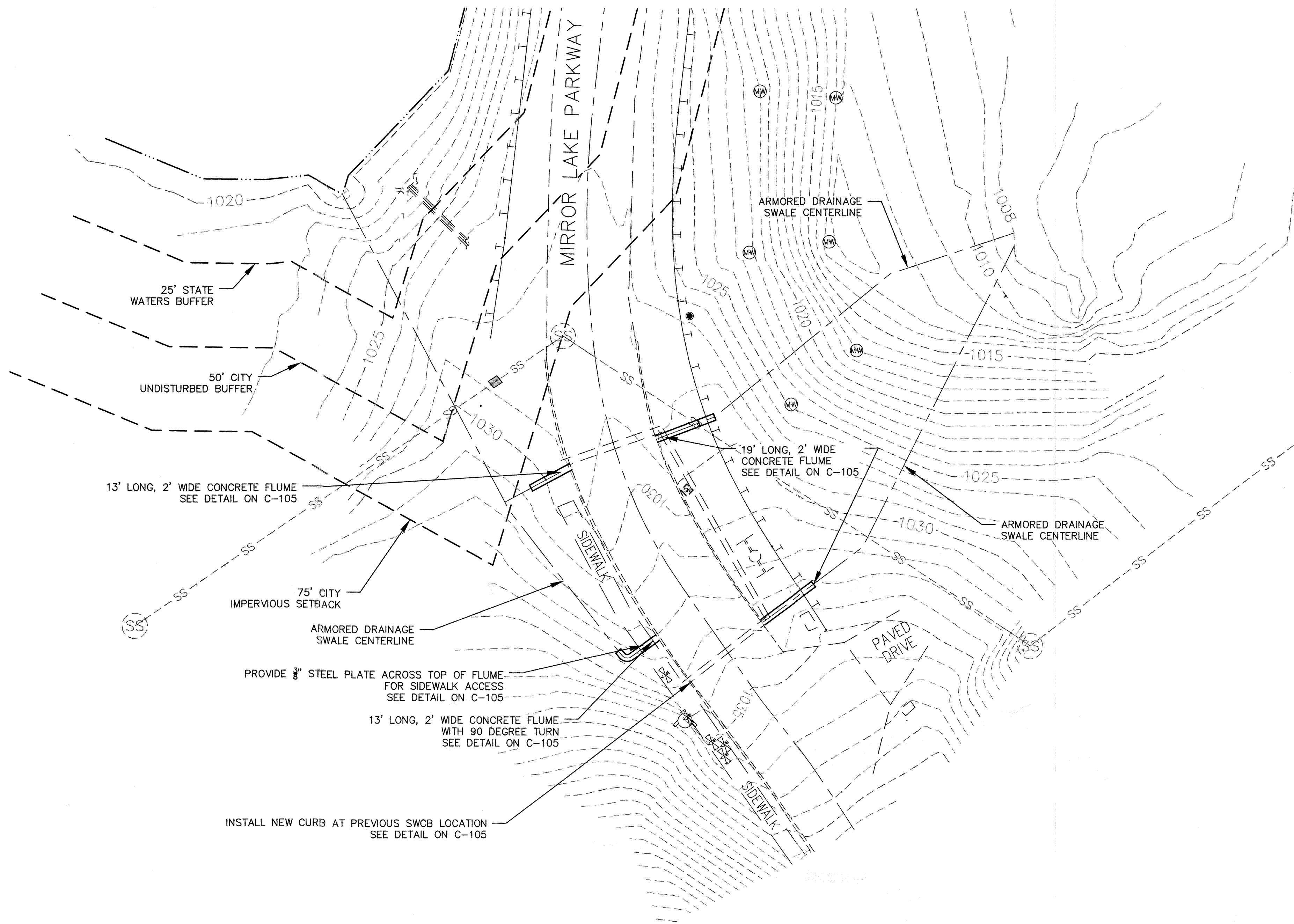
**MIRROR LAKE PKWY STORM SEWER
SITE WORK
DEMOLITION PLAN**

MIRROR LAKE COMMUNITY ASSOCIATION



WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS
P.O. BOX 6462
MARIETTA, GEORGIA 30065
(770) 956 - 7897
COA: PEF000707 EXP: 06/30/2022

JOB NO. 4002400	DRAWING NUMBER 40024-C-102	REV. NO. 0
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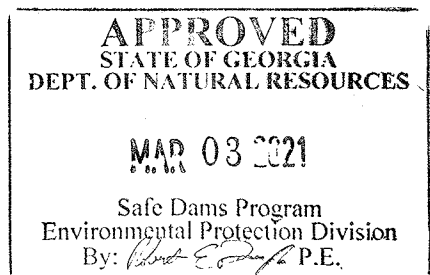
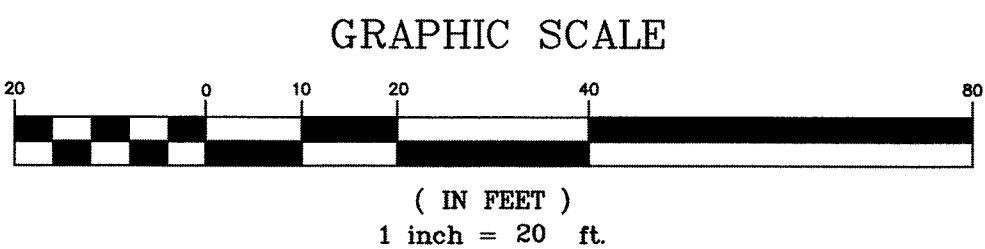
LEGEND	
	EXISTING CONTOUR
	PROPOSED CONTOUR
	WATER SURFACE LINE
	FIRE HYDRANT
	HEADWALL
	IRON PIN FOUND
	SINGLE WING CATCH BASIN
	WATER METER
	WATER VALVE
	TELEPHONE POLE
	LIGHT POLE
	MONITORING WELL
	RIP RAP

GENERAL NOTES

- ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED. CONTRACTOR SHALL HAVE ONE COMPLETE SET OF "APPROVED" DRAWINGS ON SITE AT ALL TIMES.
- THE CONTRACTOR SHALL NOT DEVIATE FROM THESE PLANS AND SPECIFICATIONS WITHOUT WRITTEN APPROVAL OF THE DESIGN ENGINEER.
- THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE PROJECT, READY TO USE, AND ALL ITEMS NECESSARY FOR A COMPLETE AND WORKABLE JOB SHALL BE FURNISHED AND INSTALLED.
- CONTRACTOR SHALL FURNISH AND MAINTAIN ANY AND ALL NECESSARY BARRICADES AROUND THE WORK AND PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION.
- ALL IMPROVEMENTS TO CONFORM WITH THE CITY OF VILLA RICA CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION.
- CONTRACTOR SHALL VERIFY TOPOGRAPHIC AND UTILITY DATA WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY CONSTRUCTION.
- OWNER:
MIRROR LAKE COMMUNITY ASSOCIATION
1000 SHORELINE PARKWAY
VILLA RICA, GEORGIA 30180
ATTENTION: MS. SHERYL BROWN
PHONE NO.: (770) 459-2985
- ALL OPEN DRAINAGE SWALES SHALL BE GRASSED, AND RIP RAP MUST BE PLACED AS DIRECTED BY THE ENGINEER.
- MAXIMUM CUT SLOPE IS 2H:1V. FILL SLOPES OUTSIDE OF THE DAM EMBANKMENT SUCH AS SOIL WASTE AREAS, SHALL BE A MAXIMUM OF 4.0H:1V.
- FILTER FABRIC FOR THE PROJECT SHALL BE THRACE-LINQ 225EX, AMOCO-PROPEX 4553, OR APPROVED EQUAL.
- TOPOGRAPHIC INFORMATION PROVIDED BY SPG SURVEYING.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, AND ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR EXCEEDING EXISTING CONDITIONS.
- PROJECT IS LOCATED IN LAND LOT 01790, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GA
- APPROXIMATELY 0.9 ACRES WILL BE DISTURBED AS A PART OF THE STORM SEWER SYSTEM ALTERATION.
- THE PURPOSE OF THIS PROJECT IS TO PREVENT EXCESSIVE SEEPAGE THROUGH THE MIRROR LAKE DAM DUE TO STORM SEWER PIPES AND BEDDING.
- CONTRACTOR SHALL CLEAN OUT ACCUMULATED SILT AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
- ALL WETLANDS, BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED WITH PROTECTIVE FENCING BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- A 25-FOOT UNDISTURBED BUFFER SHALL BE MAINTAINED ADJACENT TO ALL STREAMS AND BODIES OF WATER EXCEPT WHERE SPECIFIC ENCROACHMENTS ARE INDICATED ON THESE DRAWINGS.
- WETLANDS ARE WITHIN 200 FEET OF THE SITE.
- NO STRUCTURES, FENCES OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE CITY OF VILLA RICA DEPARTMENT OF ENGINEERING.
- APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY THE CITY OF VILLA RICA OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE.
- THIS SITE IS IN THE 100 YEAR FLOODPLAIN AS SHOWN ON FIRM PANEL 13045C0157E, EFFECTIVE DATE 8/15/2019. THE SITE IS ALONG THE TOWN BRANCH 100 YEAR FLOODPLAIN (EL. 1025.7).
- APPROVAL OF THESE PLANS BY THE CITY OF VILLA RICA IS SUBJECT TO, AND CONTINGENT UPON THE APPLICANT OBTAINING ANY AND ALL NECESSARY APPROVALS FROM ANY AND ALL APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO THE UNITED STATES ARMY CORPS OF ENGINEERS, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE USDA-NRCS, GEORGIA DEPARTMENT OF NATURAL RESOURCES, GEORGIA ENVIRONMENTAL PROTECTION DIVISION, AND THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION.
- MAXIMUM CUT SLOPES SHALL BE 2 HORIZONTAL TO 1 VERTICAL. CONTINUOUS FILL SLOPES TEN (10) FEET IN HEIGHT OR LESS MAY BE 2 HORIZONTAL TO 1 VERTICAL. ALL CONTINUOUS FILL SLOPES THAT EXCEED TEN (10) FEET IN HEIGHT MUST BE 3 HORIZONTAL TO 1 VERTICAL UNLESS: (A) A MECHANICALLY ENGINEERED STABILIZED SLOPE IS APPROVED BY THE CITY OF VILLA RICA DIRECTOR OF ENGINEERING; OR (B) THE DESIGNED AND CONSTRUCTED SLOPES ARE CERTIFIED BY A REGISTERED ENGINEER EXPERIENCED IN GEOTECHNICAL ENGINEERING AND LICENSED IN THE STATE OF GEORGIA.
- ALL UNDISTURBED BUFFERS SHALL BE IDENTIFIED WITH ORANGE, FOUR-FOOT TREE-SAVE FENCING PRIOR TO ANY LAND DISTURBANCE.

GEOTECHNICAL NOTES

- ALL FILL MATERIAL SHALL CONSIST OF CLEAN SOILS, FREE OF DEBRIS, ORGANICS AND ROCK PARTICLES LARGER THAN THREE INCHES IN DIAMETER. FILL SHALL BE PLACED IN MAXIMUM SIX TO EIGHT INCH LIFTS (LOOSE MEASURE). SELECT FILL TO HAVE USCS CLASSIFICATION CL, ML & SC; WITH MINIMUM 30% PASSING #200 SIEVE.
ALL FILL MATERIAL FOR THE DAM EMBANKMENT SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND SHALL BE COMPACTED TO AT LEAST 95% OF THE SOIL'S STANDARD PROCTOR MAXIMUM DRY DENSITY AT A MOISTURE CONTENT RANGING AT OR ABOVE SOIL'S OPTIMUM MOISTURE.
- IN AREAS TO RECEIVE FILL, STRIPPING IN THE FOOTPRINT OF DAM WILL BE INCLUDED IN THE UNDERCUT. UNDERCUT QUANTITIES SHALL BE MEASURED FROM THE EXISTING GROUND SURFACE AFTER CLEARING AND GRUBBING HAS BEEN COMPLETED.



PRIMARY PERMITTEE
OWNER:
MIRROR LAKE COMMUNITY ASSOC. 1000 SHORELINE PARKWAY VILLA RICA, GEORGIA 30180 SHERYL BROWN PHONE: (770) 459-2985 EMAIL: MIRRORLAKE2985@COMCAST.NET
24 HR. CONTACT PERSON
BRYAN LANGBORD (404) 293-5511

NOTIFY CITY OF VILLA RICA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION.

THE SITE IS LOCATED IN LAND LOT 01790, DISTRICT 2
DOUGLAS COUNTY, GA, MIRROR LAKE PKWY, VILLA RICA, GA 30180
PROJECT IS LOCATED ON MIRROR LAKE COMMUNITY ASSOCIATION PROPERTY.

MIRROR LAKE PKWY STORM SEWER SITE WORK SITE PLAN

MIRROR LAKE COMMUNITY ASSOCIATION



WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS
P.O. BOX 6462
MARIETTA, GEORGIA 30065
(770) 956 - 7897
COA: PEF000707 EXP: 06/30/2022

JOB NO.	DRAWING NUMBER	REV. NO.
4002400	40024-C-103	0

NO.	REVISIONS	MADE	CKD.	DATE	NO.	REVISIONS	MADE	CKD.	DATE

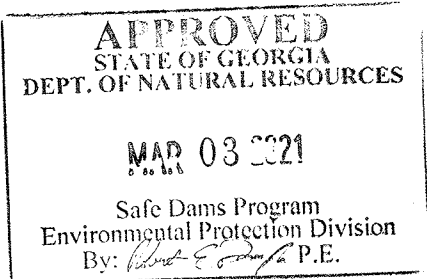
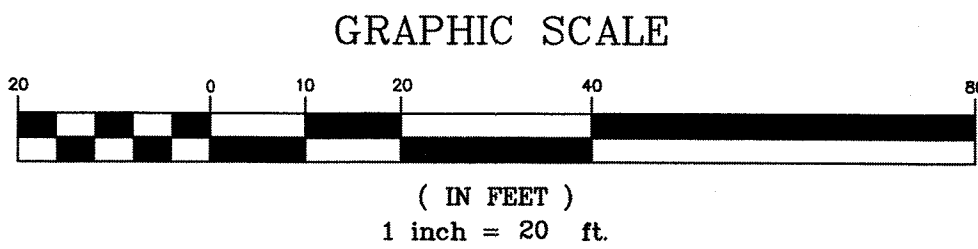
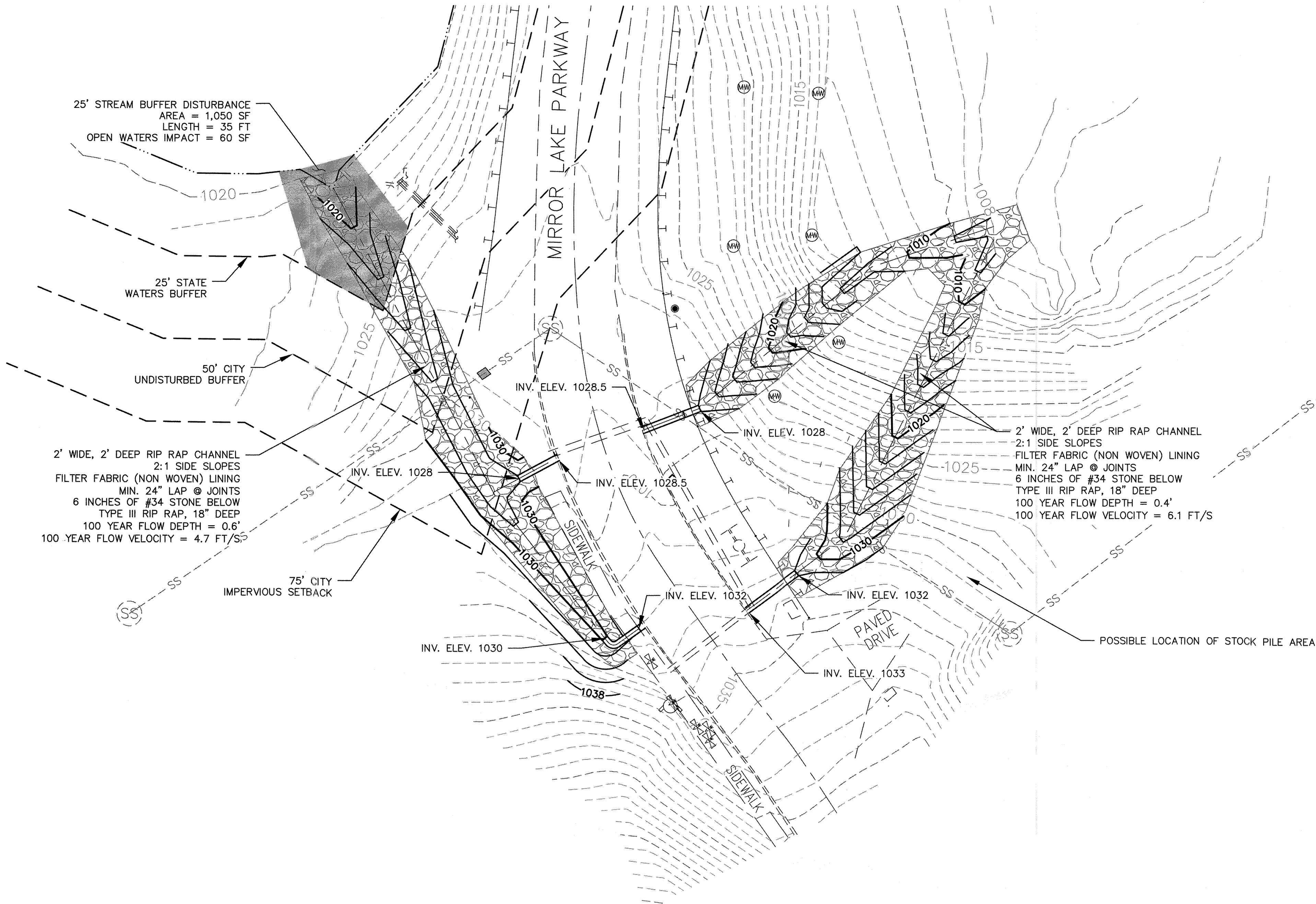


SCALE: 1"=20'	DATE
DESIGN BY: JR	05/20
DRAWN BY:	
CHECKED BY:	
SUPV. BY:	
JASON RAPPLEAN, PE LEVEL 2 CERTIFICATION # 3031 EXPIRATION DATE: 12/07/23	



NOTES

1. SEE DRAWING NO. C-103 FOR GENERAL NOTES AND LEGEND.
2. BLASTING WILL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE ENGINEER AND 48 HOUR PRIOR NOTICE TO THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, SAFE DAMS PROGRAM.
3. THE NORMAL POOL ON THE DATE OF THE SURVEY WAS 1018.5.
4. THERE IS NO PROPOSED IMPERVIOUS AREA LOCATED IN THE PROJECT AREA.
5. EARTHEN FILL SHALL BE CL OR ML MATERIAL APPROVED FOR USE BY GEOTECHNICAL ENGINEER (PE) AND PLACED IN 6" LIFTS AND COMPACTED TO NOT LESS THAN 95% STANDARD PROCTOR UNDER SAID ENGINEER'S DIRECTION.



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**MIRROR LAKE PKWY STORM SEWER
SITE WORK
GRADING PLAN**

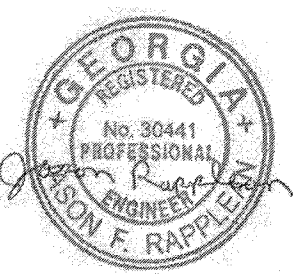
MIRROR LAKE COMMUNITY ASSOCIATION



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MARIETTA, GEORGIA 30065
(770) 956 - 7897
COA: PEF000707 EXP: 06/30/2022

JOB NO. 4002400
DRAWING NUMBER **40024-C-104**
REV. NO. **0**

NO.	REVISIONS	MADE	CHKD.	DATE	NO.	REVISIONS	MADE	CHKD.	DATE



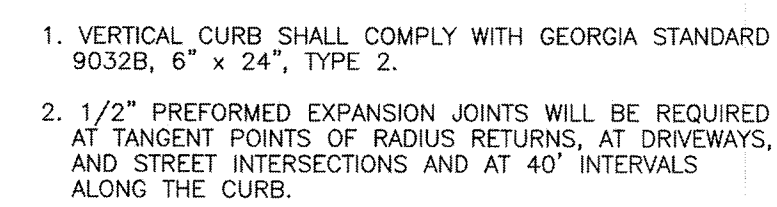
03/03/21

SCALE: 1"=20'	DATE
DESIGN BY: JR	05/20
DRAWN BY:	
CHECKED BY:	
SUPV. BY:	

JASON RAPPLEAN, PE
LEVEL 2 CERTIFICATION # 3031
EXPIRATION DATE: 12/07/23



SCALE: NTS DATE: 05/2017
SHEET 3 OF 3



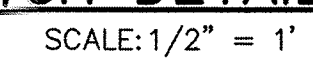
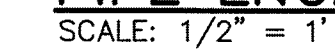
CITY OF
VILLA RICA
DEPARTMENT OF
PUBLIC WORKS

CURB DETAIL

CONSTRUCTION STANDARD

APPROVED:

STANDARD
NO.
3.8.09



(404) 293-5511



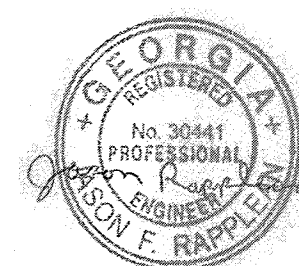
JOB NO.
4002400

40024-C-105

REV. NO.

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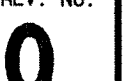
NO.	REVISIONS	MADE	CKD.	DATE	NO.	REVISIONS	MADE	CKD.	DATE



03/03/21

SCALE:	AS SHOWN	DATE
DESIGN BY:	JR	05/20
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SUPV. BY:		

JASON RAPPLEAN, PE
LEVEL 2 CERTIFICATION # 3031
EXPIRATION DATE: 12/07/23

[illegible]

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NO.	REVISIONS	MADE	CKD.	DATE
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INSPECTION REVEALED THE FOLLOWING DISCREPANCIES FROM THE ES&PC PLAN.

[illegible][illegible]

CONSTRUCTION SCHEDULE										
MONTHS	1	2	3	4	5	6	7	8	9	10
ACTIVITY										
SILT FENCE, FILTER RINGS	■									
DEMOLITION, GRADING RIP RAP		■	■							
EROSION CONTROL		■	■							
FLUME INSTALLATION			■	■						
GRASSING TEMPORARY		■	■							
GRASSING FINAL			■							
FINAL LANDSCAPING			■							

SCALE:	AS SHOWN	DATE
DESIGN BY:	JR	05/20
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CHECKED BY:		
SUPV. BY:		

JASON RAPPLEAN, PE
LEVEL 2 CERTIFICATION # 3031
EXPIRATION DATE: 12/07/23

THE SITE IS LOCATED IN LAND LOT 01790, DISTRICT 2
DOUGLAS COUNTY, GA, MIRROR LAKE PKWY, VILLA RICA, GA 30180
PROJECT IS LOCATED ON MIRROR LAKE COMMUNITY ASSOCIATION PROPERTY.

MIRROR LAKE PKWY STORM SEWER EROSION CONTROL NOTES

MIRROR LAKE COMMUNITY ASSOCIATION



Know what's **below**.
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JOB NO.

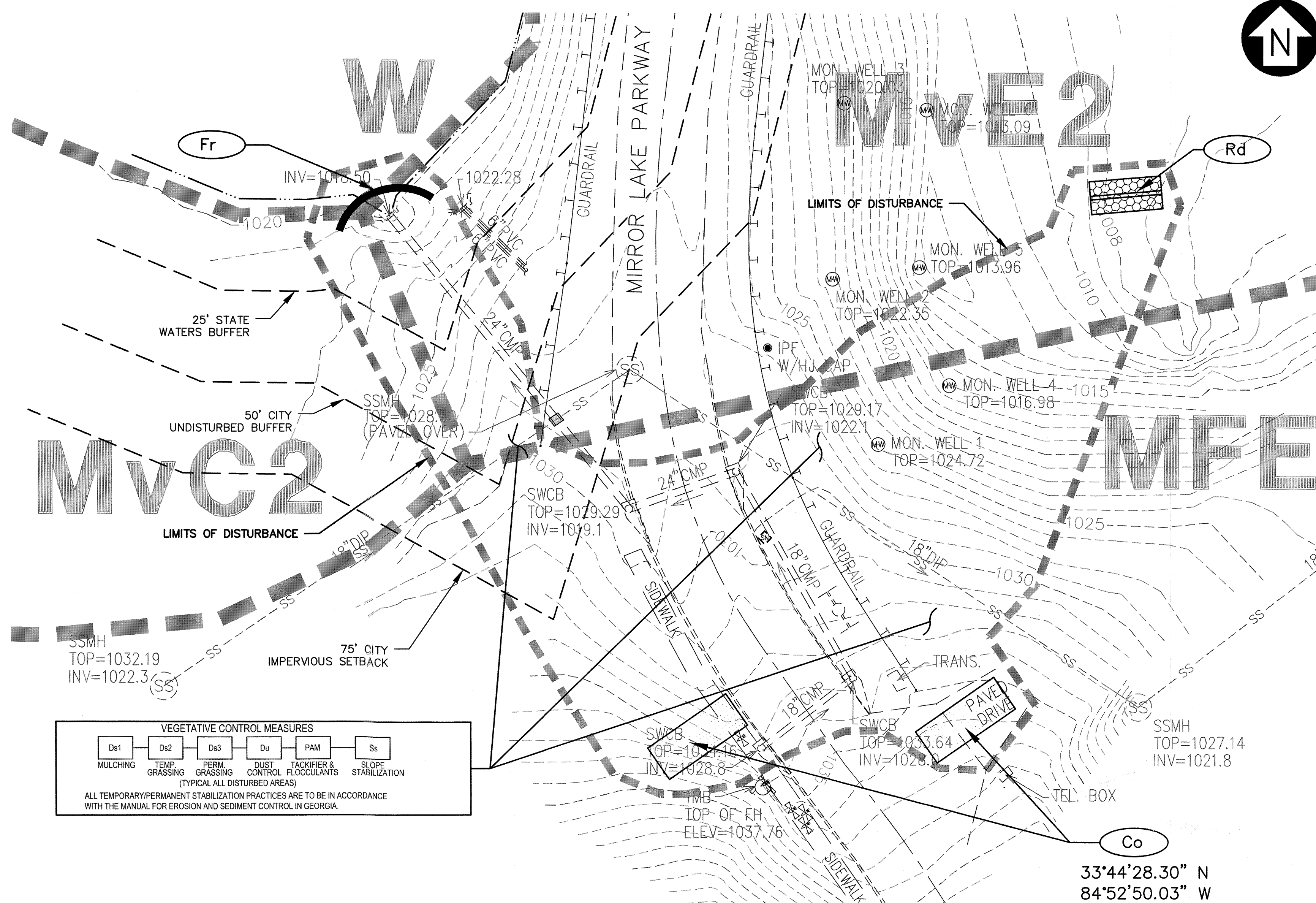
DRAWING NUMBER

400240

40024-C-200

REV. NO.

0

**CLEARING PHASE NOTES:**

PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.

THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.

THE OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.

NO STAGING AREAS, MATERIAL STORAGE, CONCRETE WASH OUT AREAS, OR DEBRIS BURNING AND BURIAL HOLES SHALL BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS.

A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.

PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, LIMITS OF LAND DISTURBANCE SHALL CLEARLY AND ACCURATELY BE DEMARCATED WITH STAKES, RIBBONS OR OTHER APPROPRIATE MEANS, AND SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE LIMITS INDICATED ON THE APPROVED PLANS.

PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.

THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY:

1. THE CONSTRUCTION EXIT SHALL BE PLACED AS SHOWN ON THE PLANS.
2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXIT, ALL PERIMETER EROSION CONTROL AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
3. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY.

WITHIN SEVEN (7) DAYS AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES, THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE PROJECT PROFESSIONAL DURING THE SITE INSPECTION.

AFTER APPROVAL OF INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS, THE CONTRACTOR SHALL CONSTRUCT SEDIMENT PONDS AS SHOWN ON PLANS.

THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.

NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.

ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, 1983 EDITION.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.

SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE PROPER FUNCTIONING. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED PLANS.

FOR ADDITIONAL EROSION CONTROL NOTES FOR EACH ES&PC PHASE, SEE CONTROL NOTES DRAWINGS.

EROSION CONTROL (BMP) LEGEND

LIMITS OF DISTURBANCE	---
SOIL DELINEATION	---
SEDIMENT BARRIER	Sd1-?
TREE PROTECTION FENCE	---
CONSTRUCTION EXIT	Co
CURB INLET FILTER TRAP	Sd2-P
FABRIC & FRAME INLET PROTECTION	Sd2-F
BLOCK & GRAVEL INLET PROTECTION	Sd2-Bg
RIP RAP OUTLET PROTECTION	St
ROCK DAM	Rd
RIP RAP FILTER RING	FR-S
RIPRAP PLUNGE POOL	Pp

SOILS LEGEND

MFE	MUSELLA STONY FINE SANDY LOAM, 15 TO 25 PERCENT SLOPES
MVC2	MUSELLA CLAY LOAM, 6 TO 10 PERCENT SLOPES, ERODED
MVE2	MUSELLA CLAY LOAM, 15 TO 25 PERCENT SLOPES, ERODED
W	WATER

STATE WATERS EXIST WITHIN 200 FEET OF THE SITE. THE RECEIVING WATERS FROM THIS SITE IS TOWN BRANCH.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND-DISTURBING ACTIVITIES. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE, OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

NOTE: AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

NOTE: ALL NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50' UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

NOTE: WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

NOTE: NO WASTE DISPOSAL OR PETROLEUM STORAGE IS PERMITTED ON SITE. ALL WASTE DISPOSAL & PETROLEUM STORAGE TO BE OFF SITE. SEE NOTE 7 IN THE ES&PC NOTES FOR SPILL CLEANUP AND CONTROL PRACTICES.

ALL WETLANDS WITHIN THE SITE HAVE BEEN DELINEATED

NOTE: THE CONTRACTOR SHALL INSTALL A DOUBLE ROW OF SILT FENCE TYPE SENSITIVE NEAR WETLANDS AND STATE AND/OR COUNTY WATER BUFFERS.

NOTE: THE CRITICAL AREA OF THIS SITE IS TOWN BRANCH LOCATED ON AND TO THE EAST OF THE SITE. ROCK DAMS AND FILTER RINGS WILL BE UTILIZED TO PREVENT SEDIMENT LEAVING THE WORK AREA AND ENTERING THE STREAM.

NOTE: TOWN BRANCH IS LISTED AS IMPAIRED ON THE LATEST 303(d) LIST ON GA EPD'S 2018 INTEGRATED LIST.

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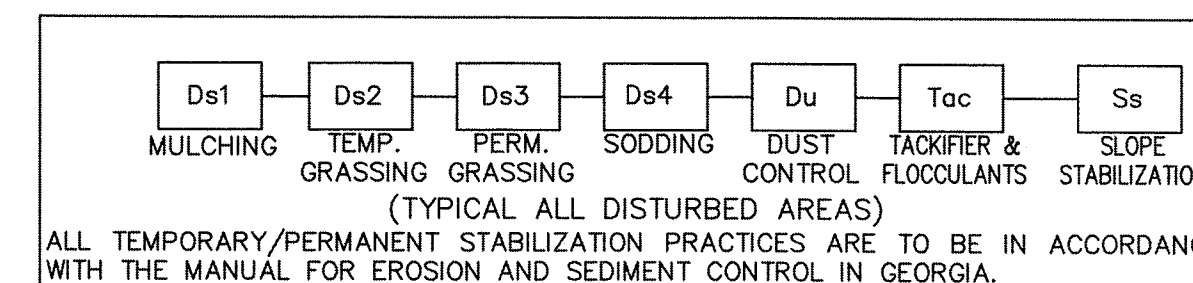
24 HR. CONTACT PERSON

BRYAN LANGBORD
(404) 293-5511



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NOTE: CONCRETE WASH-DOWN OF EQUIPMENT WILL BE PERMITTED ON-SITE IN AN APPROVED PREFABRICATED BASIN, AT A LOCATION APPROVED BY THE OWNER. BASIN TO BE CLEANED OUT DAILY.



NOTIFY CITY OF VILLA RICA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION.

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PROJECT IS LOCATED ON MIRROR LAKE COMMUNITY ASSOCIATION PROPERTY.

**MIRROR LAKE PKWY STORM SEWER
EROSION CONTROL
INITIAL PLAN****MIRROR LAKE COMMUNITY ASSOCIATION**

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CONSULTING ENGINEERS
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COA: PEF000707 EXP: 06/30/2022

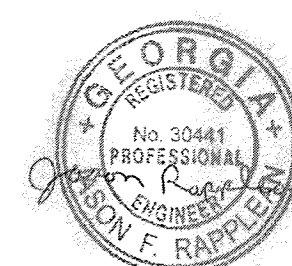
JOB NO. 4002400
DRAWING NUMBER
REV. NO.

40024-C-202

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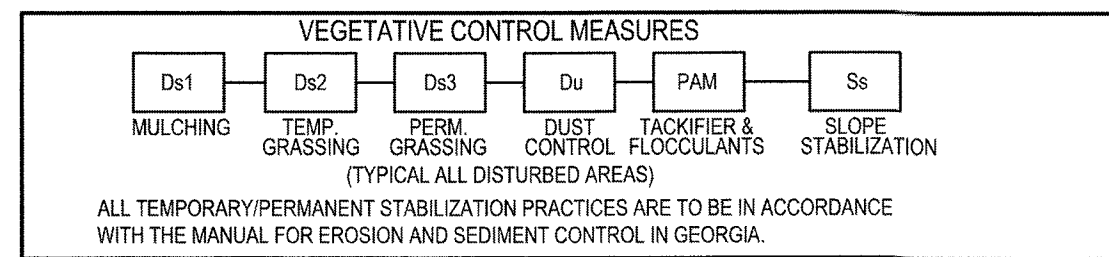
CONSTRUCTION EXIT NOTE:

A STABILIZED CONSTRUCTION EXIT WILL BE PROVIDED AT THE SITE ENTRANCE. THE (PUBLIC) DRIVEWAY AND STREET WILL BE INSPECTED DAILY FOR TRACKING OF MUD, DIRT, AND ROCK. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.



03/03/21

SCALE: 1" = 20'
DESIGN BY: JR
DRAWN BY:
CHECKED BY:
SUPV. BY:
JASON RAPPLEAN, PE
LEVEL 2 CERTIFICATION # 3031
EXPIRATION DATE: 12/07/23



A STABILIZED CONSTRUCTION EXIT WILL BE PROVIDED AT THE SITE ENTRANCE. THE (PUBLIC) DRIVEWAY AND STREET WILL BE INSPECTED DAILY FOR TRACKING OF MUD, DIRT, AND ROCK. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.

REV. NO.

0



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Addendum No. 24 with Carter & Sloope to Conduct Water & Sewer Rate Study

AGENDA DATE: February 07, 2023

DATE PREPARED: January 25, 2023

PREPARED BY: Tom Barber

AMOUNT: \$34,000

GL ACCOUNT #: 505-4115-521200

FUNDING SOURCE: Water & Sewer

BUDGETED ITEM? No

PURPOSE: To approve an addendum to our contract with Carter & Sloope to conduct a rate study for our water & sewer utility.

BACKGROUND: The City engaged Raftelis in 2017 to conduct a water & sewer rate study. Based on that study we raised our volumetric sewer rates in 2018 and 2019, our volumetric water rates in 2018, 2019, 2022, and 2023 and our base rates for both water & sewer in 2020. Unfortunately, even with these price increases our current rate structure is inadequate to meet our future needs.

Our first challenge comes in 2025 when our contract expires with the Carroll County Water & Sewer Authority. We expect a 100% price increase for purchased water in the upcoming contract. We currently spend about \$600,000 per year with the Authority.

Second, we must prepare to make additional debt payments for both water & sewer projects. Sewer's needs are twofold. We must divert flow from the North Plant to the West Plant so that we can safely handle the increase in sewage to the North Plant as Mirror Lake builds out. We must also construct several new or expanded sewer lift stations to support growth along the Highway 61 corridor.

On the water side, we must be able to make large debt payments in order to achieve water independence. Dredging two ponds, raising a dam, installing two raw water force mains, and constructing a new water plant are currently estimated to cost \$60 million. That's a big number for a utility with only \$11 million in annual revenue.

In support of this effort, Sarah is building a very complicated multi-year projection model. This spreadsheet will estimate our future revenues, operating costs, and debt payments using various

combinations of rate structures and population projections. We don't have a crystal ball, so we'll have to rely on this model in order to make these large strategic decisions.

STAFF RECOMMENDATION: Staff recommends approval. We know we must continue to prepare for an increase in the cost of purchased water in 2025. We have time for two more annual rate increases. We also know we have to make sewer improvements to handle growth in Mirror Lake and along the Highway 61 corridor. If we're going to achieve water independence we must also generate the funds needed to make the associated debt payments for capital improvements for water storage and a new water treatment plant.

IMPACT: We don't have many options when it comes to the rising cost of purchased water or the need to improve our sewer collection system. We don't have to pursue water independence, but that is the most important decision we'll make in the coming years. Achieving water independence will be extremely difficult in the short run but will provide enormous benefits in the long run.

MOTION: I move to authorize the Mayor to execute addendum number 24 with Carter & Sloope to conduct a water & sewer rate study for an amount not to exceed \$34,000.



January 24, 2023

Mr. Tom Barber
City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 24 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Water & Sewer Rate Study

Dear Mr. Barber:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 24 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers additional engineering services for work described as Water and Sewer Rate Study. More specifically, the work will include an evaluation of the existing water and sewer rates and rate structures, proposed changes to offset future increases, and a modification to the existing structure to simplify/improve. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Task 1 - Kick-off Meeting/Data Acquisition

C&S will meet with personnel from the *City of Villa Rica* to review the scope of the project, develop a project schedule, and confirm deliverables. A data request will be prepared to assist the City staff with compiling specific information regarding various characteristics of the City's revenues and expenses. The data requested may include current rate structure data, current rate codes, budgetary, accounting and fixed asset, operating and financial data, existing debt service data, water purchase agreements and/or wastewater treatment agreements with neighboring utilities or specialized industrial customers, customer billing data including metered consumption and corresponding revenue, and historical and projected system demand requirements for both water and wastewater systems.

Task 2 – Review of Utility Demand by Customer, Usage and Revenue Generated

In order to provide a basis for the development of the customer revenue/demand profile, it will be necessary to compile the water and wastewater customer consumption, billing and usage history. This

evaluation will be done by customer category (residential, commercial, industrial, etc.) in order to evaluate all consumption characteristics and revenue generated per customer category. This task will also enable the City to see the typical consumption profile from each customer category. Typically, we request the City export their archived billing information to an Excel file format for a 12-month period that coincides with the City's budget year.

Task 3 – Develop Water and Wastewater System Operating Ratio/Revenue Goals

This task involves the analysis of historical operating revenues and expenses and a comparison of those ratios to desired future revenues based on the needs of the City. This information will produce trends in operating costs and offer the City an opportunity to identify future capital improvement projects that can be funded with the lowest impact on utility rates. This information will provide a proof of revenue or reasonableness test to validate rate adjustments.

Task 4 – Water and Wastewater Rate Evaluation

This task includes the development of the monthly base rates and usage charges for water and wastewater service based on the revenue requirements and target operating ratio developed in Task 3. This will include components such as monthly base charges by customer category or meter size and usage charges and the design of those monthly user charges under various rate structure options. In the design of the rates for service, various alternative rate structures may be considered. Based on the overall financial objectives of the City, the proposed rates for service may need to be phased in over time in order to meet such objectives and funding needs, as well as incorporate any recommended rate structure changes. It is understood that there is a limited amount of time available to plan for an upcoming rate increase from one of the City's water providers and that will be considered when planning for future changes. This task will also include evaluation of the City's current fees and surcharges.

Task 5 –Presentation Materials and Findings

This task includes the presentation of a rate evaluation spreadsheet that can be used as a tool to analyze the impact of rate adjustments. We plan to have multiple progress meetings during the rate study with City staff to review the interactive spreadsheet and discuss proposed adjustments. After the review and comment period, C&S will finalize a technical memo/report and make recommendations for presentation to the City. The rate study memo/report will document the study's assumptions and considerations, explain the methodologies relied upon in developing the proposed rate and fee structures, as well as our recommendations, findings, and conclusions.

Fee Basis

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

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1-5	Water & Sewer Rate Study	Hourly, Not-to-Exceed <u>\$34,000</u>

Additional Services

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

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- e. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- f. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- g. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- h. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

The hourly fee schedule is reflected in the original proposal letter dated March 19, 2018.

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees on/or hourly; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants.

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

Sincerely,



Matt Smith, P.E.

cc: File

Client Acceptance:

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

Signature

Date

Title

TERMS AND CONDITIONS

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

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

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

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

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

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

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

15. **Accessibility.** It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. **Specification of Materials.** The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. **Opinions or Estimates of Costs.** If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or

consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

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

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve a Proposal from Keck & Wood for Additional Services Related to the Construction of the North Bypass

AGENDA DATE: February 7, 2023
PREPARED BY: Tom Barber

DATE PREPARED: January 26, 2023

AMOUNT: hourly as needed
FUNDING SOURCE: General Fund

GL ACCOUNT #: 350-4210-541404
BUDGETED ITEM? N/A

PURPOSE: To approve a proposal from Keck & Wood for additional services to support the construction of the North Bypass.

BACKGROUND: The City engaged Keck & Wood to design the North Bypass and they released the final version on March 6, 2022. Now that construction has begun, we need them to be available to answer questions by the various contractors and sub-contractors involved in site prep, utility relocation, and construction, along with developers who are attempting to design and build on properties adjacent to the new road.

STAFF RECOMMENDATION: Staff recommends approval of the proposal to facilitate the construction of the North Bypass. We expect the number of questions they will have to answer to be small and the total fees to be minimal.

IMPACT: Refusing to make Keck & Wood available to answer questions could have negative impact on both the construction of the North Bypass and also the design of new projects in the immediate area.

MOTION: I move to authorize the Mayor to execute an agreement with Keck & Wood for professional services related to the construction of the North Bypass.

January 20, 2023

Tom Barber, City Manager
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

Sent via email: tbarber@villarica.org

Subject: Additional Services for Villa Rica Bypass, Carroll County, PI 631490-

Dear Mr. Barber:

Keck & Wood, Inc. ("Engineer") appreciates this opportunity of presenting a proposal to provide professional engineering services for the City of Villa Rica ("City"). We propose to provide the following scope of services:

Project Description:

The proposed PROJECT is the construction of a 2-lane bypass on the north side of Villa Rica connecting SR 101, Industrial Boulevard/Rockmart Road to SR 61, Dallas Highway. The PROJECT includes 1.44 miles of roadway on new location, and improvements to approximately 1.94 miles of existing roadway.

The purpose of this task order is to provide construction phase services, as requested by the City or the Georgia Department of Transportation.

Scope of Services:

The scope of services provided by the Engineer shall include the following:

- Use on construction revisions
- Respond to Request for Information's (RFI's)
- Construction Coordination Meetings as requested
- Site Inspections as requested

Compensation:

Compensation for work performed shall be completed on an **hourly** basis in accordance with the Keck & Wood 2022 Standard Rate Schedule. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percent complete of the work performed for the Project through the invoice period.

Sincerely,



Robert Renwick, PE
Associate Vice President

Attachments:

Keck & Wood 2022 Standard Rate Schedule

Terms and Conditions of Service

Accepted by City of Villa Rica

Date

2022 STANDARD RATE SCHEDULE

Principal	\$240.00
Senior Engineer 2	\$220.00
Senior Engineer 1	\$200.00
Engineer 2	\$175.00
Engineer 1	\$155.00
Staff Professional II	\$140.00
Staff Professional I	\$130.00
Senior Landscape Architect 2	\$190.00
Senior Landscape Architect 1	\$175.00
Landscape Architect 2	\$160.00
Landscape Architect 1	\$150.00
Landscape Professional 2	\$135.00
Landscape Professional 1	\$120.00
Technician Manager	\$145.00
Senior Field Technician	\$125.00
Field Technician	\$105.00
Design Technician	\$110.00
Registered Land Surveyor	\$155.00
Survey Technician	\$90.00
Construction Observer	\$90.00
2 Man Survey Crew	\$155.00
1 Man Survey Crew	\$110.00
IT Specialist	\$140.00
Clerical / Administrative 2	\$85.00
Clerical / Administrative 1	\$80.00
GIS Technician	\$90.00
Staff Designer 2	\$85.00
Staff Designer 1	\$75.00

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Proposal from McIntosh Paving for Punkintown Road Repair

AGENDA DATE: February 07, 2023

DATE PREPARED: January 27, 2023

PREPARED BY: Tom Barber

AMOUNT: \$89,462.64

GL ACCOUNT #:

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? YES

PURPOSE: To approve a proposal from McIntosh Paving to repair part of Punkintown Road.

BACKGROUND: McIntosh Paving is responsible for patching City streets following utility repairs that result in the removal of the street surface.

Parts of the driving surface on Punkintown Road have disintegrated and need to be milled and top-coated.

STAFF RECOMMENDATION: Staff recommends approval. The rebuild of Punkintown Road will not take place soon enough to allow us to wait.

IMPACT: The road's top layer of asphalt needs to be replaced in order to provide a safe driving surface.

MOTION: I move to authorize the Mayor to execute an agreement with McIntosh Paving to replace 1,430 liner feet of asphalt and then restripe that part of Punkintown Road for an amount not to exceed \$89,462.64.

McIntosh Specialty Services LLC1656 US-27 North
Carrollton, Georgia 30117

Certified Drug Free Workplace

Customer: Villa Rica Bobby Elliott
Address: 571 West Bankhead Hwy Villa Rica**PROPOSAL – WORK ORDER**

(PROPOSALS MAY BE WITHDRAWN IF NOT APPROVED WITHIN 30 DAYS)

Project Location: Pumpkintown Rd

Phone: 678-840-1213 EMAIL: BELLIOTT@VILLARICA.ORG

Item	Description	Unit	Unit Price	# Units	Total
1	Mill off and replace surface 1.5" Approximately 3,496 sq yd. 1,430 LF Mill off asphalt and dispose Clean up, and tack Place 1.5" 12.5mm asphalt with lime (super pave) Stripe Traffic control	Lump Sum	89,462.64	1	89,462.64

- Although our work is performed using quality materials, high construction standards and our goal is to exceed customer expectations, if there are permits or specifications for this project, they must be furnished to McIntosh prior to our proposal.
- The Prices shown above include our labor, and equipment and materials unless otherwise noted.
- McIntosh Specialty Services LLC (McIntosh) presently schedules work several weeks in advance. If the timing of your work is critical, discuss this with us and we will do our best to help meet important timelines.
- McIntosh invoices the actual work units performed, unless otherwise noted such as "Lump Sum". The units shown in our proposals may be estimated and while generally accurate, there may be differences, more or less, with the actual numbers of units and these actual units will be invoiced.
- The prices quoted in this proposal are based on the award of all items quoted unless specified otherwise. Pricing for specific items or groups of items can be provided upon request.
- The "Customer" (above), represents themselves as the owner or owner's authorized agent to approve this agreement, including the work described above, at the location shown, guaranteeing that McIntosh will receive timely payment in full for our work.
- Payment is due upon completion of work and receipt of invoice. No "Pay when Paid" or similar payment delay provisions is allowed. Interest will be charged at 18% API or the maximum rate allowed by law starting 10 days after the payment due date. Late payments will also incur any collection costs, including legal fees, related to collection efforts of late payment(s).
- ***Payment by credit or debit card requires a processing charge of 3%.
- Proposals are subject to correction.
- As the result of direction by the customer, verbally or otherwise, if this work proceeds, this Proposal shall become a "Work Order" with the mutual agreement that all information contained in this Proposal shall apply, including its incorporation into any contract or other similar agreement related to this work. This Work Order shall continue to supersede any conflicting points of other agreements even if dated they are postdated.

This Proposal excludes the following items unless they are specifically noted above as being included:

- Permitting
- Surveying / Construction layout
- Soil & Material Testing
- Bid, Payment or performance bonds
- Adjusting or relocating public or private utilities
- Soil and water related environmental controls
- Remediation of soft or unstable subgrade
- Landscaping

Warranty:

- For a period of 12 months following the completion of the pay items listed above, McIntosh will address any workmanship or material failures, subject to inspection and approval by McIntosh. Damage resulting from excessive loading, roots, excavations, poor quality or insufficiently compacted fill, sub-base or base, or existing pavement that was not properly installed or repaired as a part of this quote is not covered under our warranty.

Offered by: John Lightner

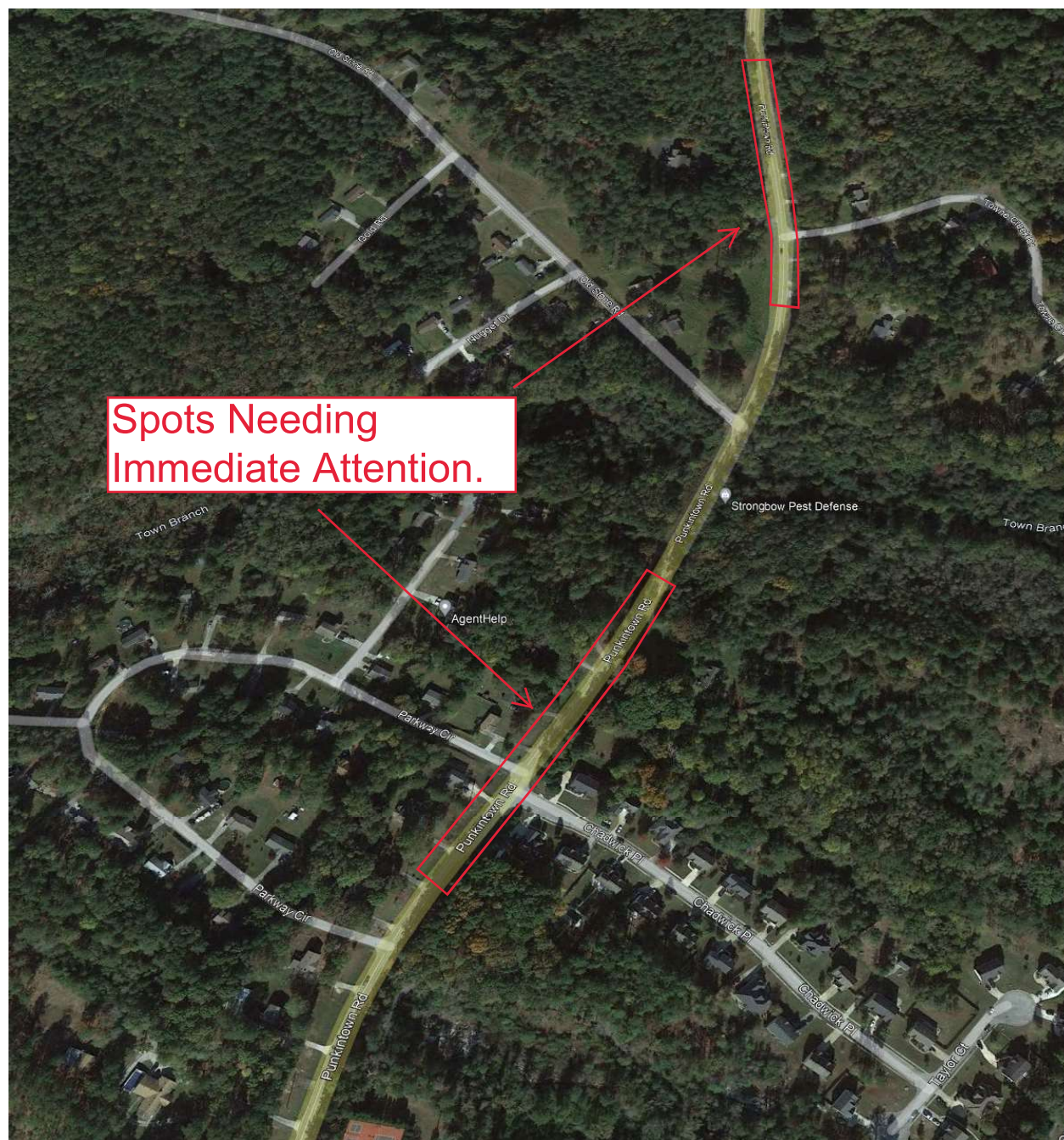
Printed: John Lightner

Date: 1/27/2023

Accepted by: _____

Printed: _____

Date: _____



Spots Needing
Immediate Attention.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Professional Services Agreement with Bobby Elliott

AGENDA DATE: January 30, 2023

DATE PREPARED: January 30, 2023

PREPARED BY: Tom Barber

AMOUNT: \$150 per hour

GL ACCOUNT #: 100-7400-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To approve a professional services agreement with Bobby Elliott.

BACKGROUND: Bobby Elliott served as Villa Rica's City Engineer for five years and retired on January 31, 2023. Bobby also carried the title of Public Works Director and coordinated the activities of our newly-created sign shop.

The City has identified a candidate for the Public Works Director position but has not yet found a replacement for the City Engineer's function. Bobby has been approached about providing site plan review services as an independent contractor while the City conducts a search for a full-time City Engineer.

STAFF RECOMMENDATION: Staff recommends we engage Bobby Elliott to provide civil site plan review services.

IMPACT: Engaging Bobby will enable us to bridge the gap until we hire a full-time City Engineer.

MOTION: I move to authorize the Mayor to execute a professional services agreement with Bobby Elliott.

CONSULTING AGREEMENT

This Agreement is made and entered into by and between the CITY OF VILLA RICA, GEORGIA, a municipal corporation, (hereinafter referred to as the "City") and BOBBY C. ELLIOTT of Bobby C. Elliott and Company, LLC (hereinafter referred to as "Elliott").

WITNESSETH:

WHEREAS, City desires to employ the services of Elliott to assist the City Manager of the City, as provided by the City Charter; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Elliott; and

WHEREAS, Elliott desires to accept employment as a Consultant to said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

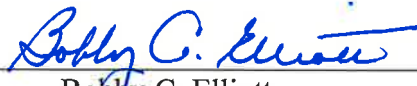
1. **Duties.** City hereby agrees to employ Elliott as a Consultant of Villa Rica to perform the functions and duties specified in the City Charter and by City Code, and to perform such other legally permissible and proper duties and functions as the City Manager shall from time to time assign including, but not limited to, engineering services for all projects of the City.
2. **Term.** The parties acknowledge that this appointment is a temporary one for an initial period of one hundred eighty (180) days which may be extended upon mutual agreement of the parties. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Elliott at any time for any reason. Likewise, Elliott may terminate this Agreement at any time for any reason.
3. **Compensation.** The City agrees to pay Elliott for his services rendered pursuant thereto a fee at the rate of \$150.00 per hour. Elliott shall be paid as an independent consultant. Elliott shall provide the City Manager with a list of all hours worked so that Elliott may be paid on the same schedule as other independent vendors of the City.
4. **Out-of-Pocket Expenses.** The City shall reimburse Elliott for any actual out-of-pocket costs he incurs in the performance of his duties for the City. Any and all such out-of-pocket expenses should be reviewed by the City Manager, Mayor or other designated official prior to reimbursement. The City may also provide Elliott with the resources necessary to perform his consulting services including IT equipment, telephone, and clerical services as may be agreed between Elliott and the City Manager.
5. **Hours of Work.** The Parties agree that Elliott shall be able to set his hours of work in consultation with and approval by the City Manager.

6. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

7. **Governing Law.** The validity of this Agreement and many of its terms and conditions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Georgia and any venue for any action concerning this Agreement shall be in Carroll County, Georgia.

Signed this ____ day of _____, 2023.

BOBBY C. ELLIOTT


Bobby C. Elliott

CITY OF VILLA RICA, GEORGIA

By: _____
Gil McDougal, Mayor

Approved as to form:

C. David Mecklin, Jr.
City Attorney



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal to Update the Concept Plan for Conners Road Park

AGENDA DATE: February 7, 2023

DATE PREPARED: February 1, 2023

PREPARED BY: Tom Barber

AMOUNT: \$5,000

GL ACCOUNT #: 322-611-541201

FUNDING SOURCE: Douglas SPLOST

BUDGETED ITEM? Yes

PURPOSE: To approve a proposal from Falcon Design Consultants to update the concept plan for the Conners Road park.

BACKGROUND: In 2016 Falcon Design produced a concept plan for a new passive park on Conners Road at the City limits. The park will include a very steep access road leading up to parking, restrooms, a greenspace, and a dog park. Down the backside of the property we can construct a strenuous walking trail. The City earmarked about \$720,000 in the final year of the Douglas County SPLOST to fund the project. We need to update the plan and generate a current cost estimate before we move ahead.

STAFF RECOMMENDATION: Staff recommends approval. When complete, this park will be unlike anything in the City.

IMPACT: Staff is concerned about the cost escalation that has occurred since 2016 and wants an updated cost estimate before we begin design and engineering.

MOTION: I move to authorize the Mayor to execute the proposal from Falcon Design Consultants to update the concept design for the Conners Road park.

Connors Road Park

CONNORS ROAD, CITY OF VILLA RICA

Prepared for:

City of Villa Rica

Parks, Recreation, and Leisure Services
571 West Bankhead Highway / Villa Rica, Georgia 30180

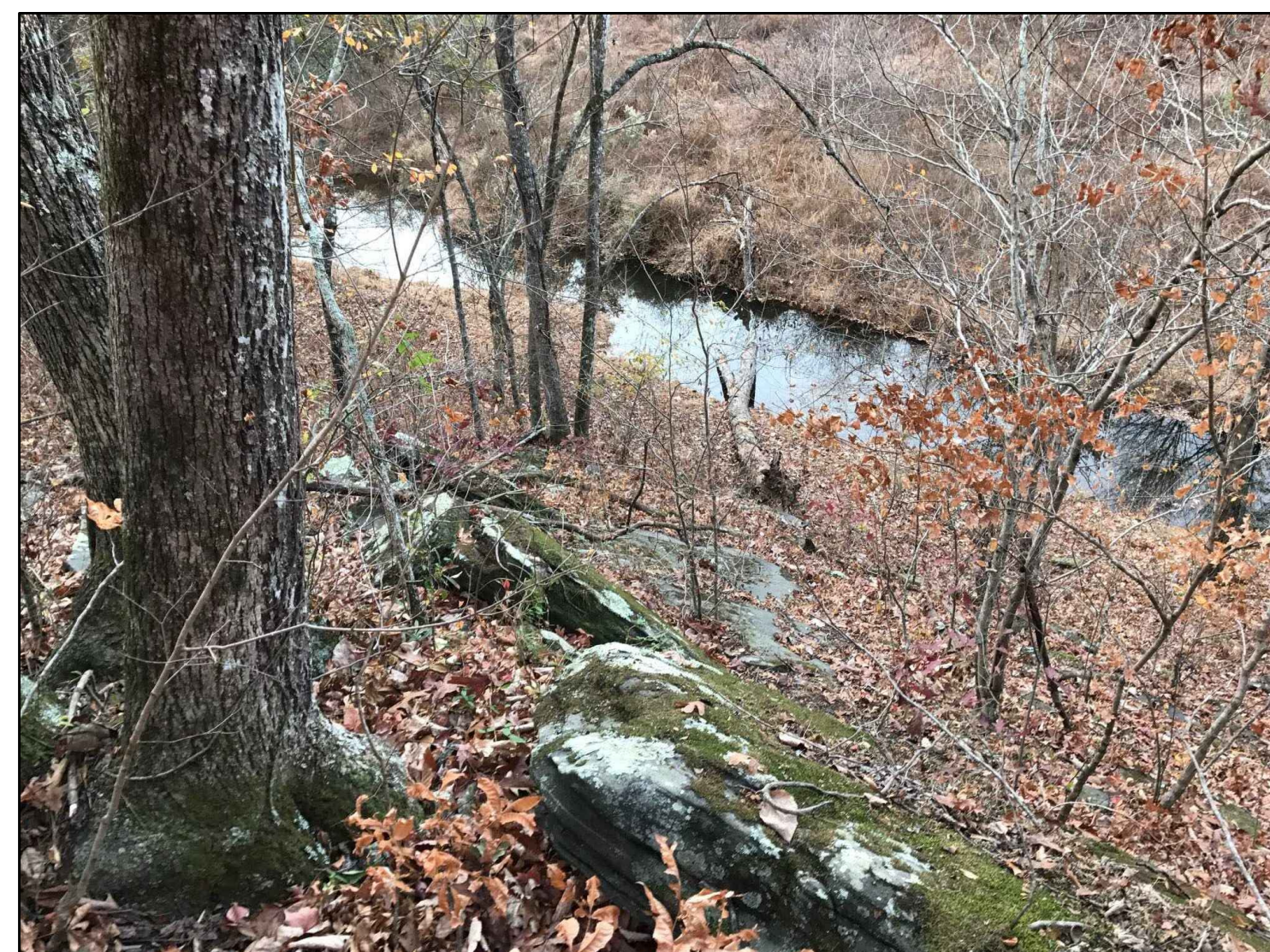
Legend

Primary Trail

Challenge Trail



1.0 mile



1.25 miles



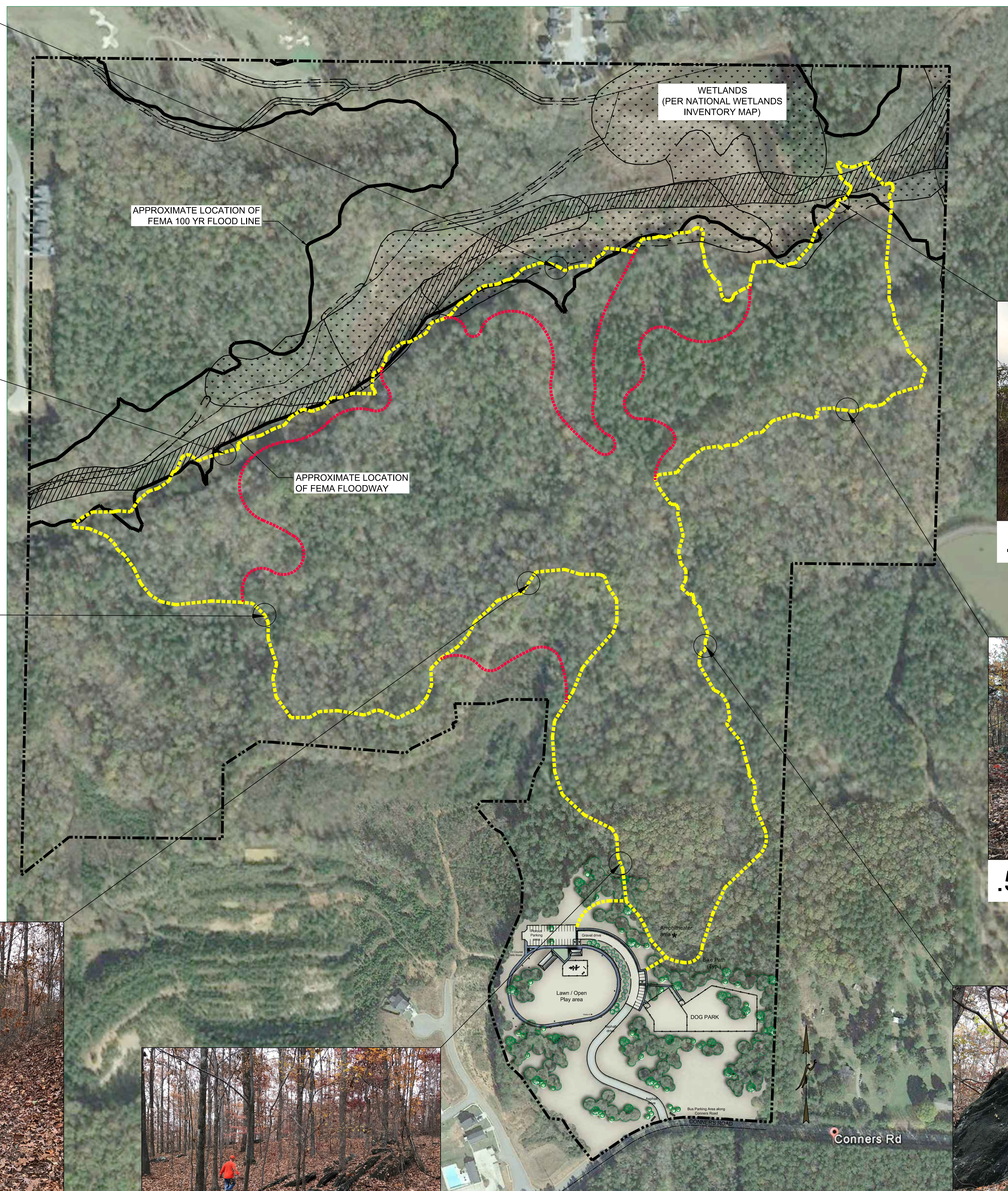
1.50 miles



1.75 miles



2 miles



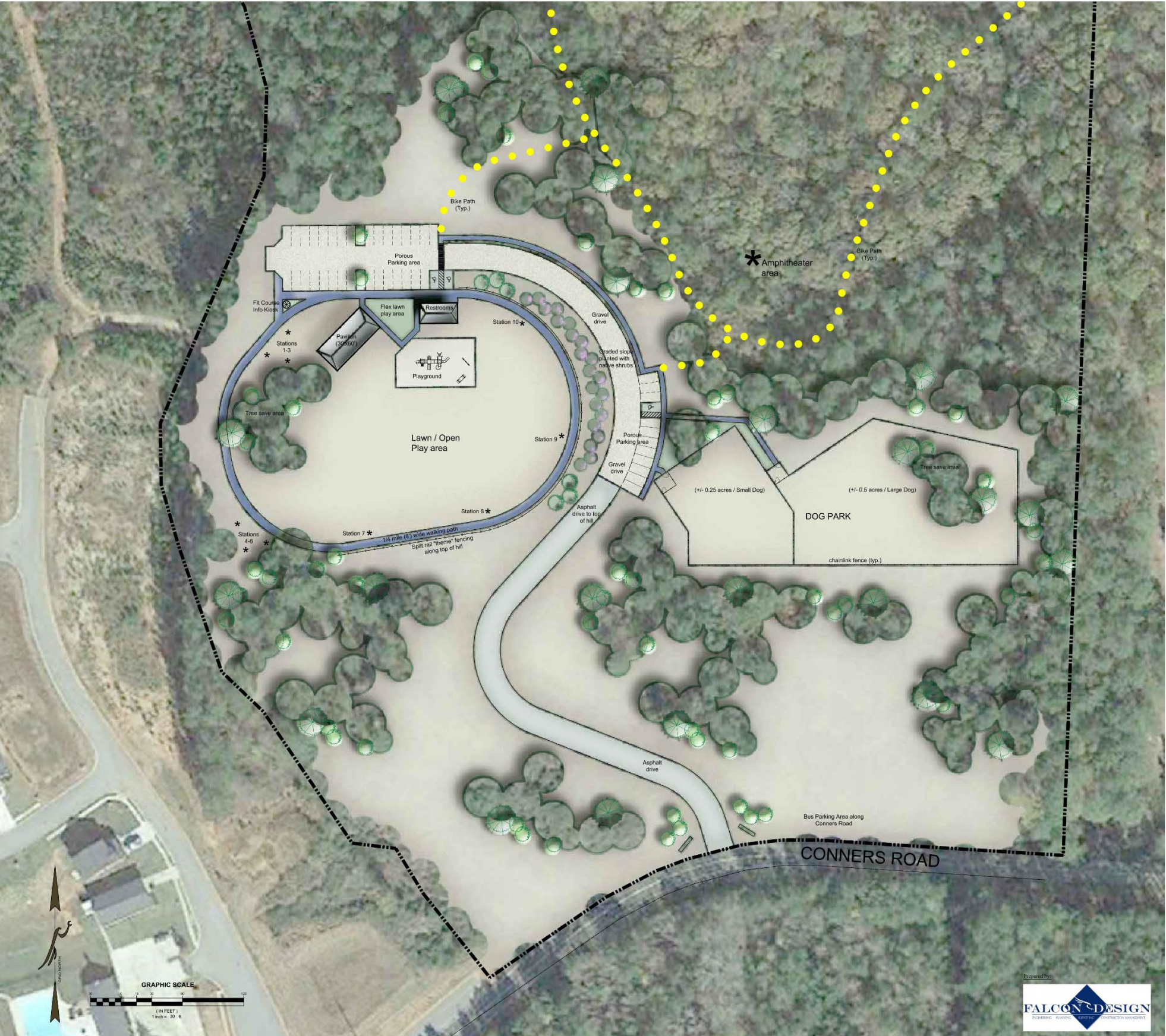
.75 mile



.50 mile



.25 mile



Conceptual Plan
Connors Road Park
CONNORS ROAD, CITY OF VILLA RICA
Prepared for:
City of Villa Rica
Parks, Recreation, and Leisure Services
571 West Bankhead Highway / Villa Rica, Georgia 30180
Site Photos





January 31, 2023

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Conners Road Park, Villa Rica, GA (+/- 46 Acres) (Parcel V06-0040139)

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Concept Plan: \$5,000.00

- Update master plan from 2016.
- Concept plan is based on GIS contours and FDC boundary survey.
- Separate walking trails and bike course.
- Meetings with City to finalize plan.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal to Create a Master Plan for the Highway 61 Corridor

AGENDA DATE: February 7, 2023

DATE PREPARED: February 1, 2023

PREPARED BY: Tom Barber

AMOUNT: not to exceed \$15,000

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve a proposal from Falcon Design Consultants to create a master plan for the Highway 61 corridor.

BACKGROUND: The next area of development in the City will center around the Highway 61 corridor. Staff has developed a number of standalone concept maps for items such as a second tax allocation district, annexation, land acquisition, rezoning, sewer service area expansion, road construction, road realignment, traffic light construction, a community improvement district, and a second industrial park. This information needs to be aggregated and digitized into GIS layers so that City staff can plan more efficiently.

STAFF RECOMMENDATION: Staff recommends approval. When complete, City staff should be able to maintain the data going forward.

IMPACT: Growth is coming to Villa Rica and a number of ideas and concepts are being considered. Reducing these ideas to digital GIS layers will allow us to make better decisions by giving us accurate data.

MOTION: I move to authorize the Mayor to execute a proposal from Falcon Design Consultants to create a master plan for the Highway 61 corridor.



January 31, 2023

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Highway 61 Corridor, City of Villa Rica, GA

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Master Plan:

Hourly Not to Exceed \$15,000.00

Create corridor master plan based on City provided GIS information and other available online data. Produce a large format drawing showing future roads, utilities, and zoning designations for City review.

- Annexation plan
- Zoning of annexed parcels
- Land acquisition plan
- Housing relocation/demolition plan
- Conversion of septic to sewer
- Ithicia Gin/Whitwork Road/S. Van Wert at Highway 61
- Second Industrial Park (Shirley Campbell/Greentree, parcel 150-0025, 163 acres)
- Industrial on West side of S. Van Wert, high end residential on the East side of S. Van Wert-Jerry Tolbert (parcel 169-01220, 205 acres)
- High end residential – Sandpaper and Paint Rentals (parcel 149-0025, 79 acres)
- High end residential – Benny Rivers (parcel 150-0014, 95 acres)
- High end residential – JH Helton (parcel 150-0020, 35 acres)
- High end residential- Cheryl Tyson (parcel 150-0065, 10 acres)
- High end residential – Overcomers Christian Center (parcel 169-0316, 35 acres)
- Westside TAD along Highway 61 corridor as a non-residential corridor
- Identification of potential industrial users
- Identification of potential commercial users
- Identification of potential office users
- Develop plan for 100 acres at Spring Lake on S. Wilson Street
- Sewer availability
- Water service area vs. Carroll County Water Authority
- New Road construction to include the following:
 - Extend Bay Springs Road east to Liberty Road in Douglas County.
 - Construction of new road from entrance to Avemore on to Reed Road/Bailey Brooks Road/W. Liberty Road to Liberty Road in Douglas County.
 - Upgrade Daniel Road between Reed Road and Bay Springs Road.
 - Extend Bay Springs Road to the north through David Curtis' parcel to Bailey Brooks Road.
 - Extend S. Wilson Street to the south to Bailey Brooks Road.
 - Remove curve in Daniel Road just north of Augusta Woods neighborhood.
 - Remove curve in Daniel Road to the east of Augusta Woods to "T" into Daniel Road at Reed Road/Daniel Road intersection.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date