

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
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
May 9, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. National Public Works Week
2. Second Reading Home Rule Ordinance Providing for Board and Commission Terms (C. David Mecklin, City Attorney)
3. Setting Date for Accepting Applications for Package Stores (C. David Mecklin, City Attorney)
4. Ballot for GMA's District 4 Officers

B. Community Development (Tracy Jarvis, Director)

1. Food Truck Vendor Application La Catrina Street Tacos (Nyree Simpson, Licensing Specialist)
2. RA-06-22 - 1739 Carrollton-Villa Rica Highway - Rezoning from AG to SFA and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
3. VA-01-23 - PILOT Sign Variance from Section 9.14(4) of the Villa Rica Sign Ordinance and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
4. VA-02-23 - 395 W. Bankhead Highway - Variance from Sections 7.05(6)(a) and Section 8.09(4)(a) of the Villa Rica Zoning Ordinance and Public Hearing. (Ronald Johnson, Planning and Zoning Administrator)
5. CU-01-23 - Special Exception Use Permit to operate a Truck Parking facility at Highway 101 and W. Industrial Ct. and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
6. RA-01-23 - Rezoning of 45.26 acres at Punkintown Road and Dallas Highway and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
7. RA-04-23 - 974 Dallas Highway Rezoning from Single-Family Agricultural (AG) to Commercial Low-Density (C1) and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
8. Powell Park Flooring Replacement

C. Main Street (Alisa Doyal, Main Street Manager)

1. Downtown Gateway and Directional (Wayfinding) Signage Update
2. Appointment of Two New Members to the Main Street Advisory Board
3. Community Grant Application - Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc.
4. Community Grant Application - Alzheimer's Group of Carroll County

5. Community Grant Application - Villa Rica Lions Clubs

D. Police (Chief Michael Mansour)

1. Motorola Portable Radios

E. Public Works (Hal Burch, Director)

1. Solid Waste Services Operational & Financial Assessment

F. Utilities (John Bain, Director)

1. Cowans Lake Improvements Change Order #1
2. Dam Repair Development Report
3. Purchase of Distribution Isolation Valves (Jason Waddell - Distribution / Collections Manager)
4. Water Plant Basin Repair (Erin Lewis - Water Operations Manager)
5. West Plant Supervisory Control and Data Acquisition Upgrade (Erick Broz - Wastewater Operations Manager)

G. Finance (Jennifer Hallman, Finance Director)

1. Financial Update - March 2023
2. To approve the updated customer sanitation rates due to GFL's 5.2% rate increase based on the Consumer Price Index for all Urban Consumers (CPI-U) effective June 1, 2023.
3. FY23 Budget Amendments #154-155

H. City Manager (Tom Barber)

1. Execution of the GDOT Project Framework Agreement - Downtown Streetscape Project (Chris Montesinos, Special Projects Director)
2. Grant Application for LMIG Funds
3. Utility Aid for Conners Road Roundabout
4. Waste Pit Easement Agreement

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: National Public Works Week
AGENDA DATE: May 9, 2023

DATE PREPARED: April 26, 2023
PREPARED BY: Hal Burch

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM:
PUBLIC HEARING:

PURPOSE: Presentation of a proclamation supporting the APWA's designation that May 21st through the 27th is National Public Works Week, to recognize the sacrifices our public works professionals make every day to help make our city the great city it is.

BACKGROUND: APWA is proud to announce the theme "Connecting the World Through Public Works" for the 2023 National Public Works Week. Public works is the thread that connects us all, no matter where we live in the world. Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities.

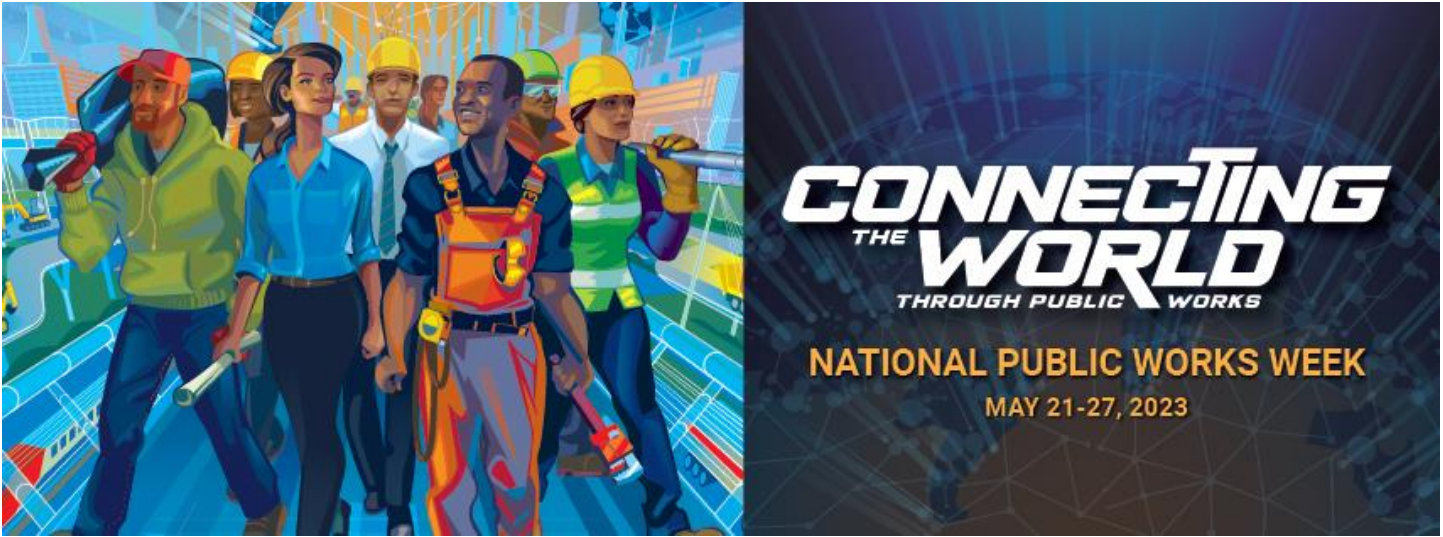
The "Connecting the World Through Public Works" theme highlights the way public works professionals connect us physically, through infrastructure, and inspirationally, through service to their communities, whether as first responders, or daily workers carrying out their duties with pride.

Public works connectors help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. Join us in celebrating the quiet work these professionals do that makes life better for all of us.

STAFF RECOMMENDATION: Adoption of the Proclamation supporting the city's participation in American Public Works Week.

IMPACT: Recognition of the often-thankless jobs Public Works perform on a daily basis to ensure we continue to have a safe & appealing city for the benefit of our community

MOTION: I move to proclaim that May 21st through May 27th 2023 is American Public Works Week in the City of Villa Rica.



National Public Works Week Proclamation (SAMPLE)

May 21–27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of City of Villa Rica; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in City of Villa Rica to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Gil McDougal, Mayor, do hereby designate the week May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IT IS SO PROCLAIMED this _____ day of _____ 2023.

Gil McDougal, Mayor

Shirley Marchman, Councilmember

Matthew Momtahan, Councilmember

Leslie McPherson, Councilmember

Anna McCoy, Councilmember

Danny Carter, Councilmember

ATTEST:

Theresa Campbell, City Clerk



CONNECTING *THE* **WORLD** *THROUGH PUBLIC WORKS*

NATIONAL PUBLIC WORKS WEEK | MAY 21-27, 2023



CITY OF VILLA RICA
ORDINANCE

WHEREAS, Sec. 3.12 of the City Charter of the City of Villa Rica provides for the appointment of members to Boards, Commissions and Authorities of the City; and

WHEREAS, the Mayor and Council wish to establish a uniform system for service for members of Boards, Commissions, and Authorities; and

NOW, THEREFORE, be it hereby ordained by the Mayor and Council of the City of Villa Rica that Sec. 2-30 of the Code of Ordinances of the City of Villa Rica be adopted as follows:

1. **Section 2-30 – Terms for members of Boards, Commissions and Authorities.** All terms of office for all members of Boards, Commissions and Authorities of the City shall run from January 1 until December 31 of each year during the term of office. The purpose of this revision is to conclude the service of each member appointed to a Board, Commission and Authority during their term of service on December 31 of the final year of that term. Each member of a Board, Commission and Authority shall continue in office until their successor has been duly appointed according to law.
2. Upon adoption of this Ordinance, the City Clerk shall notify all current members of Boards, Commissions and Authorities within the City when their term of office shall expire and shall further prepare a master list of the expiration of the terms for all members of Boards, Commissions and Authorities within the City.

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

Gil McDougal, Mayor
City of Villa Rica, Georgia

Attest:

Theresa Campbell, City Clerk

RESOLUTION

WHEREAS the City of Villa Rica has enacted an Ordinance establishing regulations for the issuance of licenses for distilled spirits by the package; and

WHEREAS said regulations create a procedure for accepting applications for said licenses; and

WHEREAS there are available licenses for Districts 2 and 4 under the City of Villa Rica Distilled Spirits Package Licenses Ordinance.

NOW, THEREFORE BE IT HEREBY RESOLVED that the City of Villa Rica receive applications for licenses for the sale of distilled spirits by the package in Districts 2 and 4 under the applicable City of Villa Rica Code of Ordinances.

IT IS HEREBY FURTHER RESOLVED AND DIRECTED that the City begin receiving applications for those two licenses on May 15, 2023 and that the cutoff for receipt of said applications shall be 12:00 noon on Friday, July 14, 2023. Applications shall be made on forms provided by the City and shall be submitted at City Hall, along with the applicable application fee, by the stated deadline.

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

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ELECTION OF GMA'S DISTRICT 4 OFFICERS FOR 2023-24

AGENDA DATE: May 15, 2023

DATE PREPARED: April 30, 2023

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? No

PURPOSE: To approve a slate of candidates as GMA's District 4 Officers for 2023-24.

BACKGROUND: GMA has submitted the ballot for their 2023-2024 District 4 officers. The City may vote to approve or oppose the proposed slate of city officials. The deadline for submitting nominations was April 20. The ballot is due on June 2.

STAFF RECOMMENDATION:

IMPACT:

MOTION: I move to approve the attached slate of four city officials as GMA's District 4 Officers for the 2023-24 year.

ELECTION OF GMA'S DISTRICT 4 OFFICERS FOR 2023-2024

BALLOT

The nominating committee comprised of current District 4 officers nominated the following city officials as GMA's District 4 Officers for 2023-2024:

President	William "Dub" Pearman, Mayor, Senoia
First Vice President	Barbie Crockett, Mayor, Centralhatchee
Second Vice President	Joseph H. Walter, Mayor, Zebulon
Third Vice President	Mike Johnson, Mayor, Temple

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President, and Third Vice President

Yes _____ No _____

Please provide the following information:

City: _____

Name of person submitting ballot: _____

I affirm that I am authorized to vote on behalf of the city:

Signature: _____

Please mail or email the ballot by June 2 to:

Terrell Jacobs, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at tjacobs@gacities.com .



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: La Catrina Street Tacos
AGENDA DATE: April 27, 2023

DATE PREPARED: April 27, 2023
PREPARED BY: Nyree Simpson, Licensing Specialist

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A
PUBLIC HEARING: Not Required

PURPOSE: La Catrina Street Tacos has presented an application to operate as a Mobile Food Truck Vendor. The base of the operations will be 451 Bankhead Highway, Suite 113, Villa Rica, GA 30180.

BACKGROUND: Joel Lorenzo Sanchez (business owner), has presented an application to operate a Mobile Food Service Unit. During the licensing interview and completion phase the applicant indicated they have years in the food preparation and food service industry as a restaurant and food truck worker in both the states of Georgia and South Carolina. The applicant has received both the *Mobile Food Service Unit* and *Food Service* permits from the Georgia Department of Public Health.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the applicant's request to operate a Mobile Food Service Unit (Food Truck), pursuant to Sec. 11.18 – Food Trucks and Mobile Food Vendors, according to Article 3 of the zoning ordinance.



City of Villa Rica

FOOD TRUCK VENDOR LICENSE APPLICATION

LICENSE

Mobile Vending Unit Information:

Permit #: FSP-022-000777

Name of Mobile Food Vending Unit:

La Catrina Street Tacos

TYPE OF VENDOR



Street Vending Unit

☐ Sidewalk Vending Unit

Vehicle Make:

Power Line Cargo

Vehicle Model:

2022 PWLC 7X16 Enclosed TL

Vehicle License Plate Number:

TV19550

OWNER OF MOBILE FOOD VENDING UNIT

La Catrina Street Tacos

Business Name

Joel Lorenzo

Owner

678-675-5706

Phone Number

10 pine needle trail

Address

Business

Villa Rica

City

Ga

State

30180

Zip Code

Number

City/County Issuing

Occupational Tax

NOTE: PLEASE PROVIDE A COPY OF VALID LIENSE FOR THE RESTAURANT, KITCHEN, OR COMMISSARY THAT THIS FOOD TRUCK UNIT WILL BE BASED FROM IF NOT LOCATED IN THE CITY OF VILLA RICA.

OPERATOR (PERSON IN CHARGE/OPERATION OF THE FOOD TRUCK UNIT)Operator JoelPhone Number 678-675-5706Address 10 pine needle trailCity Villa Rica State Ga Zip Code 30180Driver's License Number y6938630 **Approved Permit****from the Carroll County/Douglas County Health Department:**☒ Please provide a copy of the approved Mobile Food Service Operation Permit from the Carroll County/Douglas County Health Department.**VENDING LOCATIONS & TIME OF OPERATION**

LOCATION		TIME OF OPERATION	
Address: <u>9318 SR-5N Douglasville</u>	From: <u>11</u> A.M./P.M.	To: <u>9</u> A.M./P.M.	
Address: <u>Ga 30134</u>	From: _____ A.M./P.M.	To: _____ A.M./P.M.	
Address: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.	
Address: _____	From: _____ A.M./P.M.	To: _____ A.M./P.M.	

NOTE: PLEASE PROVIDE PROPERTY OWNER CONSENT FORMS INDICATING OWNER CONSENT FOR THE USE OF EACH PROPERTY.

FEE SCHEDULE

The food truck vendor may sell food and non-alcoholic beverage items only. The annual Food Truck Vendor

License fee is \$150.00

Applicant Signature

I hereby certify that all information provided herein is true and correct. I am aware of the rules for Food Truck and Mobile Food Vendors found in Section 11.18 of the Villa Rica Zoning Ordinance and agree to comply with the requirements and regulations therein.



Applicant Signature: Business Owner or Owner's Representative

03-23-23
Date

OFFICE USE: Fee: \$150.00 ☐ Cash ☐ Check ☐ Check Card Receipt #: _____

☐ Approved

☐ Denied

By: _____ Date: _____

571. W. Bankhead Highway • Villa Rica, GA 30180 • Phone: (770) 459-7000 • Fax: (770) 459-7003

Website: www.villarica.org



City of Villa Rica

PROPERTY OWNER CONSENT FORM

The applicant for the City of Villa Rica Food Truck Vendor Permit has my permission to operate their food truck on my property under the requirements and conditions specified by the City of Villa Rica Code of Ordinances.

APPLICANT

Joel Lorenzo La Catrina Street Tacos Business Name

451 Bankhead Hwy Ste 113 Business
Address

Villa Rica Ga 30180
City State Zip Code

OWNER SIGNATURE

Owner of Property (Signature)

Date

Street Address

Phone Number

City

State

Zip Code

NOTARY

Personally appeared before me the above owner named Joel Lorenzo who on oath says that he/she is the owner of the above listed property and that all the above statements are true to the best of his/her knowledge.

Notary Public Signature



NYREE SIMPSON

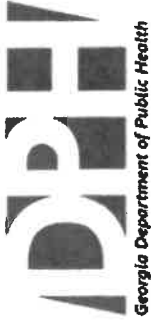
Notary Public
State of Georgia
Carroll County

My Comm. Expires Jan. 27, 2026

Date

Commission Expires

PLEASE COMPLETE THIS PROPERTY OWNER CONSENT FORM FOR ALL LOCATIONS OF OPERATION.



GEORGIA DEPARTMENT OF PUBLIC HEALTH

KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

MOBILE FOOD SERVICE UNIT PERMIT

03/22/2023
(DATE ISSUED)

FSP-022-000778
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

Joel Lorenzo
(PERMIT HOLDER) to maintain and operate a mobile food service unit

Name of Mobile Unit: **La Catrina Street Tacos**

Base of Operation: **FSP-022-000777**
(BASE OF OPERATIONS PERMIT NUMBER)

Location of Base of Operation: **451 Bankhead HWY STE 113**
(STREET, HIGHWAY, OR RFD) **VILLA RICA**
(CITY OR TOWN)

License Plate Number: **TV19550**

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.


Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY




GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

 Establishment Name: La Catrina Street Tacos
 Address: 451 Peachtree Street NE
 City: VA Time In: _____ AM / PM Time Out: _____ AM / PM

 Inspection Date: 3/22/22 CFSM: _____

 Purpose of Inspection: Routine ☐ Follow-up ☐ Initial ☒
 Issued Provisional Permit ☐ Temporary ☐

 Risk Type: 1 ☐ 2 ☒ 3 ☐ Permit#: _____

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.

Last Score _____ Grade _____ Date _____

Prior Score _____ Grade _____ Date _____

CURRENT SCORE

CURRENT GRADE

99 A

SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U<69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=Repeat violation of the same code provision=2 points

Compliance Status		COS	R
1	IN OUT NA NO Supervision 4 points		
	☒ 1-2A PIC present, demonstrates knowledge, performs duties	☐	☐
	☒ 1-2B Certified Food Protection Manager	☐	☐
2	IN OUT NA NO Employee Health, Good Hygienic Practices, Preventing Contamination by Hands 9 points		
	☒ 2-1A Proper use of restriction & exclusion	☐	☐
	☒ 2-1B Hands clean and properly washed	☐	☐
	☒ 2-1C No bare hand contact with ready-to-eat foods or approved alternate method properly followed	☐	☐
	☒ 2-2A Management knowledge, responsibilities, reporting	☐	☐
	☒ 2-2B Proper eating, tasting, drinking, or tobacco use	☐	☐
	☒ 2-2C No discharge from eyes, nose, and mouth	☐	☐
	☒ 2-2D Adequate handwashing facilities supplied & accessible	☐	☐
	☒ 2-2E Response procedures for vomiting & diarrheal events	☐	☐
3	IN OUT NA NO Approved Source 9 points		
	☒ 3-1A Food obtained from approved source	☐	☐
	☒ 3-1B Food received at proper temperature	☐	☐
	☒ 3-1C. Food in good condition, safe, and unadulterated	☐	☐
	☒ 3-1D Required records: shellstock tags, parasite destruction	☐	☐
4	IN OUT NA NO Protection From Contamination 9 points		
	☒ 4-1A Food separated and protected	☐	☐
	☒ 4-1B Proper disposition of returned, previously served, reconditioned, and unsafe food	☐	☐
	☒ 4-2A Food stored covered	☐	☐
	☒ 4-2B Food-contact surfaces: cleaned & sanitized	☐	☐
5	IN OUT NA NO Cooking and Reheating of TCS Foods, Consumer Advisory 9 points		
	☒ 5-1A Proper cooking time and temperatures	☐	☐
	☒ 5-1B Proper reheating procedures for hot holding	☐	☐
	☒ 5-2 Consumer advisory provided for raw and undercooked foods	☐	☐
6	IN OUT NA NO Holding of TCS Foods, Date Marking of TCS Foods 9 points		
	☒ 6-1A Proper cold holding temperatures	☐	☐
	☒ 6-1B Proper hot holding temperatures	☐	☐
	☒ 6-1C Proper cooling time and temperature	☐	☐
	☒ 6-1D Time as a public health control: procedures and records	☐	☐
	☒ 6-2 Proper date marking and disposition	☐	☐
7	IN OUT NA NO Highly Susceptible Populations 9 points		
	☒ 7-1 Pasteurized foods used: Prohibited foods not offered	☐	☐
8	IN OUT NA NO Chemicals 4 points		
	☒ 8-2A Food additives: approved and properly used	☐	☐
	☒ 8-2B Toxic substances properly identified, stored, used	☐	☐
9	IN OUT NA NO Conformance with Approved Procedures 4 points		
	☒ 9-2 Compliance with variance, specialized process and HACCP plan	☐	☐

GOOD RETAIL PRACTICES

 (Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)
 Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Compliance Status		COS	R
10	OUT Safe Food and Water, Food Identification 3 points		
	☐ 10A. Pasteurized eggs used where required	☐	☐
	☐ 10B. Water and ice from approved source	☐	☐
	☐ 10C. Variance obtained for specialized processing methods	☐	☐
	☐ 10D. Food properly labeled; original container	☐	☐
11	OUT Food Temperature Control 3 points		
	☐ 11A. Proper cooling methods used: adequate equipment for temperature control	☐	☐
	☐ 11B. Plant food properly cooked for hot holding	☐	☐
	☐ 11C. Approved thawing methods used	☐	☐
	☐ 11D. Thermometers provided and accurate	☐	☐
12	OUT Prevention of Food Contamination 3 points		
	☐ 12A. Contamination prevented during food preparation, storage, display	☐	☐
	☐ 12B. Personal cleanliness	☐	☐
	☐ 12C. Wiping cloths: properly used and stored	☐	☐
	☐ 12D. Washing fruits and vegetables	☐	☐
13	OUT Postings and Compliance with Clean Air Act 1 point		
	☐ 13A. Posted: Permit/Inspection/Choking Poster/Handwashing	☐	☐
	☐ 13B. Compliance with Georgia Smoke Free Air Act	☐	☐
14	OUT Proper Use of Utensils 1 point		
	☐ 14A. In-use utensils: properly stored	☐	☐
	☐ 14B. Utensils, equipment and linens: properly stored, dried, handled	☐	☐
	☐ 14C. Single-use/single-service articles: properly stored, used	☐	☐
	☐ 14D. Gloves used properly	☐	☐
15	OUT Utensils, Equipment and Vending 1 point		
	☐ 15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	☐	☐
	☐ 15B. Warewashing facilities: installed, maintained, used; test strips	☐	☐
	☐ 15C. Nonfood-contact surfaces clean	☐	☐
16	OUT Water, Plumbing and Waste 2 points		
	☐ 16A. Hot and cold water available; adequate pressure	☐	☐
	☐ 16B. Plumbing installed; proper backflow devices	☐	☐
	☐ 16C. Sewage and waste water properly disposed	☐	☐
17	OUT Physical Facilities 1 point		
	☐ 17A. Toilet facilities: properly constructed, supplied, cleaned	☐	☐
	☐ 17B. Garbage/refuse properly disposed; facilities maintained	☐	☐
	☐ 17C. Physical facilities installed, maintained, and clean	☐	☐
	☐ 17D. Adequate ventilation and lighting; designated areas used	☐	☐
18	OUT Pest and Animal Control 3 points		
	☐ 18. Insects, rodents, and animals not present	☐	☐

 Person in Charge (Signature) [Signature] (Print)

 Date: 3/23/22

 Inspector (Signature) [Signature]

 Follow-up: YES ☐ NO ☒ Follow-up Date: 4/1/22

Page _____ of _____

Establishment	La Cabrina Street Tacos (Mobile)	Permit #		Date:	3/22/2023
Address	451 Bankhead Ste 113	City/State	VR	Zip Code	30180

[illegible][illegible]

Date: 3/22/2023

Date: / / 20



GEORGIA DEPARTMENT OF PUBLIC HEALTH
KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

FOOD SERVICE PERMIT
FOR BASE OF OPERATION

03/22/2023
(DATE ISSUED)

FSP-022-000777
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

Joel Lorenzo
(PERMIT HOLDER) to maintain and operate a mobile food service base of operation

Base of Operation: La Catrina Street Tacos
(NAME OF BASE OF OPERATION)

Location of Base of Operation: 451 Bankhead HWY STE 113 VILLA RICA
(STREET, HIGHWAY, OR RFD) (CITY OR TOWN)

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.


Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY


GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report
Establishment Name: La Catrina Street TacosAddress: 451 Northeast StreetCity: VR Time In: _____ AM / PM Time Out: _____ AM / PMInspection Date: 3/22/23 CFSM: _____Purpose of Inspection: Routine ☐ Follow-up ☐ Initial ☒
 Issued Provisional Permit ☐ Temporary ☐Risk Type: 1 ☐ 2 ☒ 3 ☐ Permit#: _____

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.

Last Score _____ Grade _____ Date _____

Prior Score _____ Grade _____ Date _____

CURRENT SCORE

CURRENT GRADE

SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U<69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=Repeat violation of the same code provision=2 points

Compliance Status		COS	R
1	IN OUT NA NO Supervision 4 points		
☒	☒	☒	☒
	1-2A PIC present, demonstrates knowledge, performs duties	☒	☒
	1-2B Certified Food Protection Manager	☒	☒
2	IN OUT NA NO Employee Health, Good Hygienic Practices, Preventing Contamination by Hands 9 points		
☒	☒	☒	☒
	2-1A Proper use of restriction & exclusion	☒	☒
	2-1B Hands clean and properly washed	☒	☒
	2-1C No bare hand contact with ready-to-eat foods or approved alternate method properly followed	☒	☒
	2-2A Management knowledge, responsibilities, reporting	☒	☒
	2-2B Proper eating, tasting, drinking, or tobacco use	☒	☒
	2-2C No discharge from eyes, nose, and mouth	☒	☒
	2-2D Adequate handwashing facilities supplied & accessible	☒	☒
	2-2E Response procedures for vomiting & diarrheal events	☒	☒
3	IN OUT NA NO Approved Source 9 points		
☒	☒	☒	☒
	3-1A Food obtained from approved source	☒	☒
	3-1B Food received at proper temperature	☒	☒
	3-1C Food in good condition, safe, and unadulterated	☒	☒
	3-1D Required records: shellstock tags, parasite destruction	☒	☒
4	IN OUT NA NO Protection From Contamination 9 points		
☒	☒	☒	☒
	4-1A Food separated and protected	☒	☒
	4-1B Proper disposition of returned, previously served, reconditioned, and unsafe food	☒	☒
	4-2A Food stored covered	☒	☒
	4-2B Food-contact surfaces: cleaned & sanitized	☒	☒

Compliance Status		COS	R
5	IN OUT NA NO Cooking and Reheating of TCS Foods, Consumer Advisory 9 points		
☒	☒	☒	☒
	5-1A Proper cooking time and temperatures	☒	☒
	5-1B Proper reheating procedures for hot holding	☒	☒
	5-2 Consumer advisory provided for raw and undercooked foods	☒	☒
6	IN OUT NA NO Holding of TCS Foods, Date Marking of TCS Foods 9 points		
☒	☒	☒	☒
	6-1A Proper cold holding temperatures	☒	☒
	6-1B Proper hot holding temperatures	☒	☒
	6-1C Proper cooling time and temperature	☒	☒
	6-1D Time as a public health control: procedures and records	☒	☒
	6-2 Proper date marking and disposition	☒	☒
7	IN OUT NA NO Highly Susceptible Populations 9 points		
☒	☒	☒	☒
	7-1 Pasteurized foods used: Prohibited foods not offered	☒	☒
8	IN OUT NA NO Chemicals 4 points		
☒	☒	☒	☒
	8-2A Food additives: approved and properly used	☒	☒
	8-2B Toxic substances properly identified, stored, used	☒	☒
9	IN OUT NA NO Conformance with Approved Procedures 4 points		
☒	☒	☒	☒
	9-2 Compliance with variance, specialized process and HACCP plan	☒	☒

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)
 Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Compliance Status		COS	R
10	OUT Safe Food and Water, Food Identification 3 points		
☒	☒	☒	☒
	10A. Pasteurized eggs used where required	☒	☒
	10B. Water and ice from approved source	☒	☒
	10C. Variance obtained for specialized processing methods	☒	☒
	10D. Food properly labeled; original container	☒	☒
11	OUT Food Temperature Control 3 points		
☒	☒	☒	☒
	11A. Proper cooling methods used: adequate equipment for temperature control	☒	☒
	11B. Plant food properly cooked for hot holding	☒	☒
	11C. Approved thawing methods used	☒	☒
	11D. Thermometers provided and accurate	☒	☒
12	OUT Prevention of Food Contamination 3 points		
☒	☒	☒	☒
	12A. Contamination prevented during food preparation, storage, display	☒	☒
	12B. Personal cleanliness	☒	☒
	12C. Wiping cloths: properly used and stored	☒	☒
	12D. Washing fruits and vegetables	☒	☒
13	OUT Postings and Compliance with Clean Air Act 1 point		
☒	☒	☒	☒
	13A. Posted: Permit/Inspection/Choking Poster/Handwashing	☒	☒
	13B. Compliance with Georgia Smoke Free Air Act	☒	☒

Compliance Status		COS	R
14	OUT Proper Use of Utensils 1 point		
☒	☒	☒	☒
	14A. In-use utensils: properly stored	☒	☒
	14B. Utensils, equipment and linens: properly stored, dried, handled	☒	☒
	14C. Single-use/single-service articles: properly stored, used	☒	☒
	14D. Gloves used properly	☒	☒
15	OUT Utensils, Equipment and Vending 1 point		
☒	☒	☒	☒
	15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	☒	☒
	15B. Warewashing facilities: installed, maintained, used; test strips	☒	☒
	15C. Nonfood-contact surfaces clean	☒	☒
16	OUT Water, Plumbing and Waste 2 points		
☒	☒	☒	☒
	16A. Hot and cold water available; adequate pressure	☒	☒
	16B. Plumbing installed; proper backflow devices	☒	☒
	16C. Sewage and waste water properly disposed	☒	☒
17	OUT Physical Facilities 1 point		
☒	☒	☒	☒
	17A. Toilet facilities: properly constructed, supplied, cleaned	☒	☒
	17B. Garbage/refuse properly disposed; facilities maintained	☒	☒
	17C. Physical facilities installed, maintained, and clean	☒	☒
	17D. Adequate ventilation and lighting; designated areas used	☒	☒
18	OUT Pest and Animal Control 3 points		
☒	☒	☒	☒
	18. Insects, rodents, and animals not present	☒	☒

Person in Charge (Signature) [Signature]

(Print)

Date: 3/22/23Inspector (Signature) [Signature]Follow-up: YES ☐ NO ☒ Follow-up Date: _____ / _____ / _____

Page _____ of _____

Establishment	La Catring Street Tacos (Base)	Permit #		Date:	3/22/2023
Address	451 Bamboo Ste 113	City/State	VR	Zip Code	30800

[illegible][illegible]

Date: 3/22/2013

Date: 1/20/2000

Tri County Plaza Partners, LLC. Lease

STATE OF GEORGIA
COUNTY OF CARROLL

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into this 13th day of February, 2023 by and between TRI-COUNTY PLAZA PARTNERS, LLC, a Georgia limited liability company (hereinafter "Landlord") and Joel Lorenzo Sanchez, an individual, resident of the State of Georgia, whose address for the purpose herein is 451 West Bankhead Highway Suite 113; and La Catrina Street Tacos, LLC. a Georgia Limited Liability Company with address on 10 Pine Needle Trail, Villa Rica, Georgia 30180, jointly and severally, (hereinafter "Tenant").

W I T N E S S E T H:

In consideration of the rents and covenants hereinafter set forth Landlord and Tenant agree as follows:

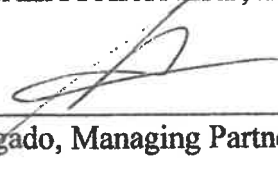
1. (a) PREMISES. Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to rent from Landlord those certain premises (1800 square feet) known as Suite 113 Tri-County Plaza, Villa Rica, Georgia, per plat prepared by Harrison Engineering Associates (hereinafter "Premises") and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, to have and to hold, all and singular said Premises together with rights and privileges and appurtenances thereunto belonging, for the term of this Lease unless the term is sooner ended and/or terminated as hereinafter set forth. Tenant's proportionate share for the purpose of calculating taxes, common area maintenance, and/or insurance is 3.21 % (three-point two one percent).
2. TERM. The Lease shall be effective and commence on March 1st, 2023 and shall end on February 28th, 2025.
3. RENT.
 - (a) Rent. Tenant shall pay to Landlord monthly installments of base rent on the first day of each month during the Term of this Lease without any prior demand therefore and without any deduction or set-off, as follows:

March 1st, 2023 – February 28th, 2025 \$1800 per month which includes common are maintenance & Pro Rata share of Property Taxes.

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

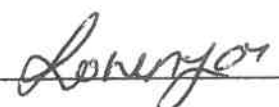
LANDLORD:

TRI COUNTY PLAZA PARTNERS, LLC

By: 
Armando Delgado, Managing Partner

(404-558-5454)

TENANT:

By: 
Joel Lorenzo Sanchez

WITNESS:

By: 



MOBILE FOOD SERVICE UNIT PROPERTY USE AGREEMENT

The property owner agrees to allow the Mobile Food Service Unit listed below to use his/her property (indicated below) as a Food Vending Location during the times specified below.

PROPERTY OWNER INFORMATION:

Owner Name: RAHIM URBANI Phone (404) 786-3233
Street Address of Owner: 9318 Hwy 5
City: Douglasville Zip Code: 30134
E-Mail Address: DouglasvilleMarket@gmail.com Signature: [Signature]
Date: 04-01-23

MOBILE FOOD SERVICE UNIT INFORMATION:

Name of Mobile Food Service Unit: La Catherine Street Tacos Permit #: FSP-022-00077
Name of Mobile Food Service Unit Owner: Josel Lorenzo Phone (678) 675-5708
Times of Operation: 11am - 9pm
Base of Operation Address: 113 Bankhead Hwy Phone ()
City: Willa Rica Ga Zip Code: 30186
Property/Food Vending Location Address: 9318 Hwy 5
City: Douglasville Zip Code: 30134
E-Mail Address: la-catherine.13@hotmail.com Signature: [Signature]
Date: 05-09-23

NOTE: As a Mobile Food Service Unit permit holder, I understand and agree that if I make any changes to my Food Vending Location, I must notify the Environmental Health Department (EH) within seven (7) calendar days. I further understand that failure to notify EH of any changes may result in the suspension or revocation of my permit to operate as a Mobile Food Service Unit.



TOILET USE AGREEMENT FOR MOBILE FOOD SERVICE UNIT

Toilet facilities must be located within 200 feet from the Mobile Food Service Unit.

SANITARY TOILET FACILITY INFORMATION:

Owner Name: RAHIM V RANI Phone #: (404) 86-3233
Owner Street Address: 9318 Hwy 5
City: Douglasville Zip Code: 30134
Toilet Facility Address: 9318 Hwy 5
City: Douglasville Zip Code: 30134

I agree to allow the employees and consumers of the Mobile Food Service Unit listed below to use my sanitary toilet facilities at the location listed above during the operational hours of the Mobile Food Service Unit.

Owner Signature: [Signature] Date: 04-01-23

MOBILE FOOD SERVICE UNIT INFORMATION:

Business Name: La Catrina Street Tacos Permit #: FSP-022-000778
Owner Name: José Laverde Phone #: (678) 575-5706
City: Villa Rica Zip Code: 30180
Food Vending Location Address: 9318 Hwy 5 Hours of Operation: 11 am - 9 pm
Owner Street Address: 10 Pine needle trail
City: Villa Rica Ga Zip Code: 30180

As a Mobile Food Service Unit permit holder, I understand that if toilet facilities are not available for employee/consumer use, then the Mobile Food Service Unit will be removed from the Food Vending Location completely.

Permit Holder Signature: [Signature] Date: 05-09-23



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-06-22 – 1739 Carrollton-Villa Rica Highway– Rezoning from AG to SFA
–REQUEST TO REVERT BACK TO PLANNING COMMISSION

CITY COUNCIL AGENDA DATE: May 9, 2023

DATE: April 27, 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

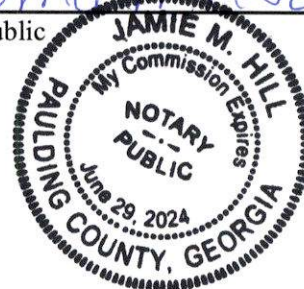
W H H I
Signature of Applicant

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

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

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

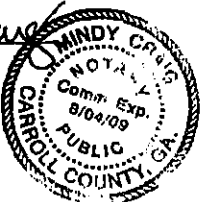
Mindy Craig
Notary Public
My commission Expires:



Candace Brantley
Witness

Shirley S. Campbell
Shirley S. Campbell

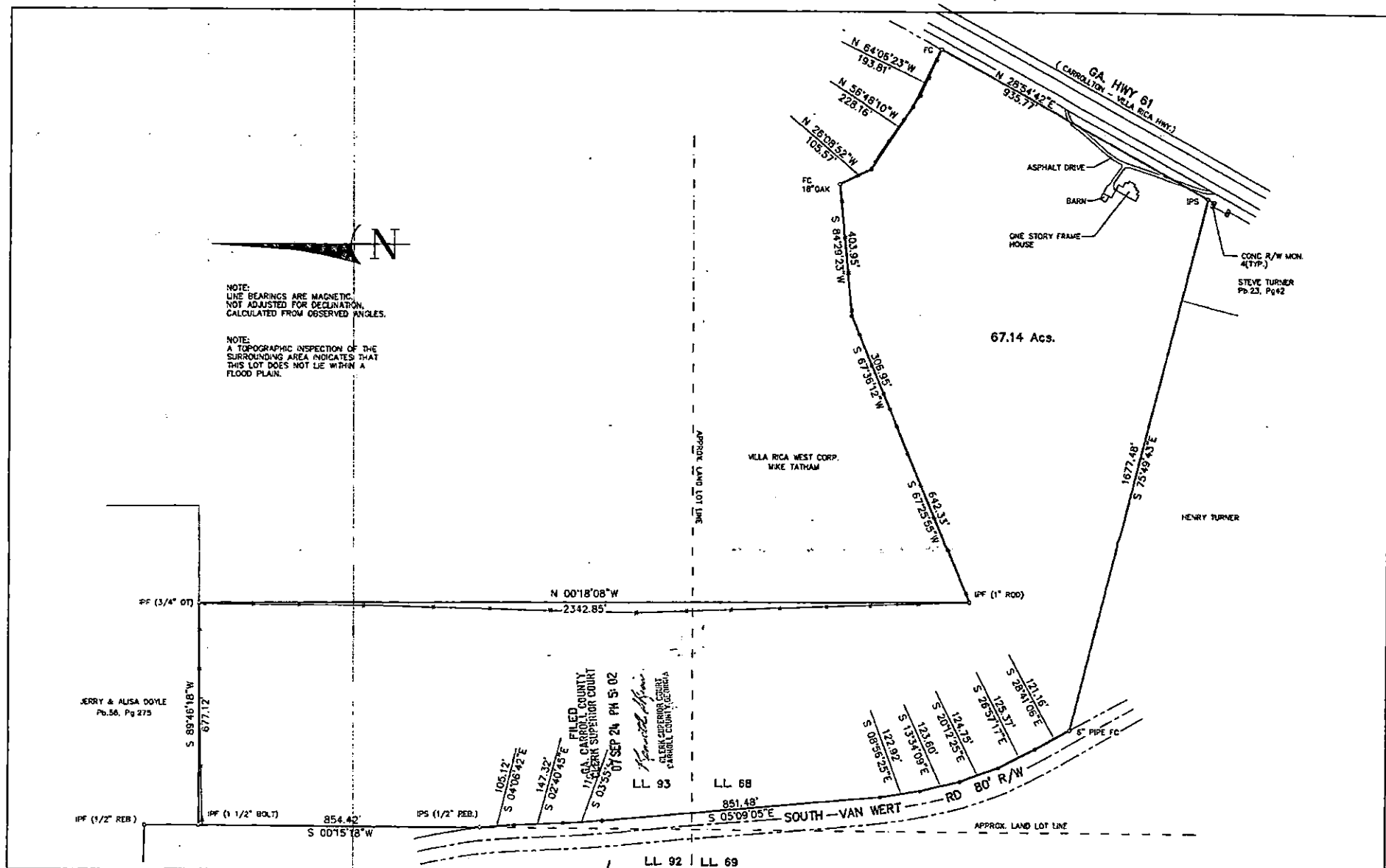
Mindy Craig
Notary Public
My Commission Expires:



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

ANNEXATION SURVEY FOR:
H.L. CAMPBELL ESTATE
AND
CITY OF VILLA RICA

LAND LOT 68 & 93
DISTRICT 6
CARROLL COUNTY, GEORGIA

92/158
FILED
1/16 CARROLL COUNTY
CLERK SUPERIOR COURT
07 SEP 24 PM 5:02
S 03°33'34"W
S 02°40'45"E
S 04°08'42"E
147.32'
105.12'

DATE	REVISIONS
7-27-98	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

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

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.

This plot has been calculated for closure and is accurate to within one foot in 10,000,000 feet.

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.

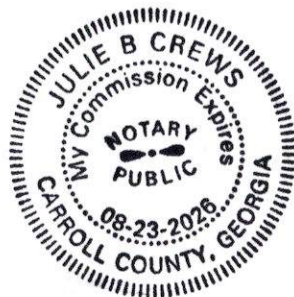
My Commission expires on 8-23-2026



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.

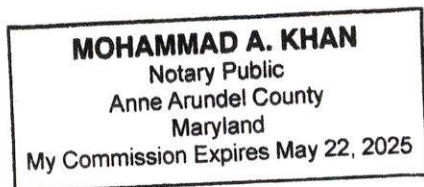
My Commission expires on 05/22/2025

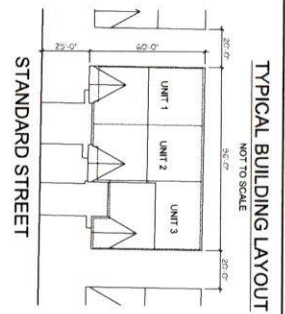
Mohammad A. Khan

Notary Signature/Seal

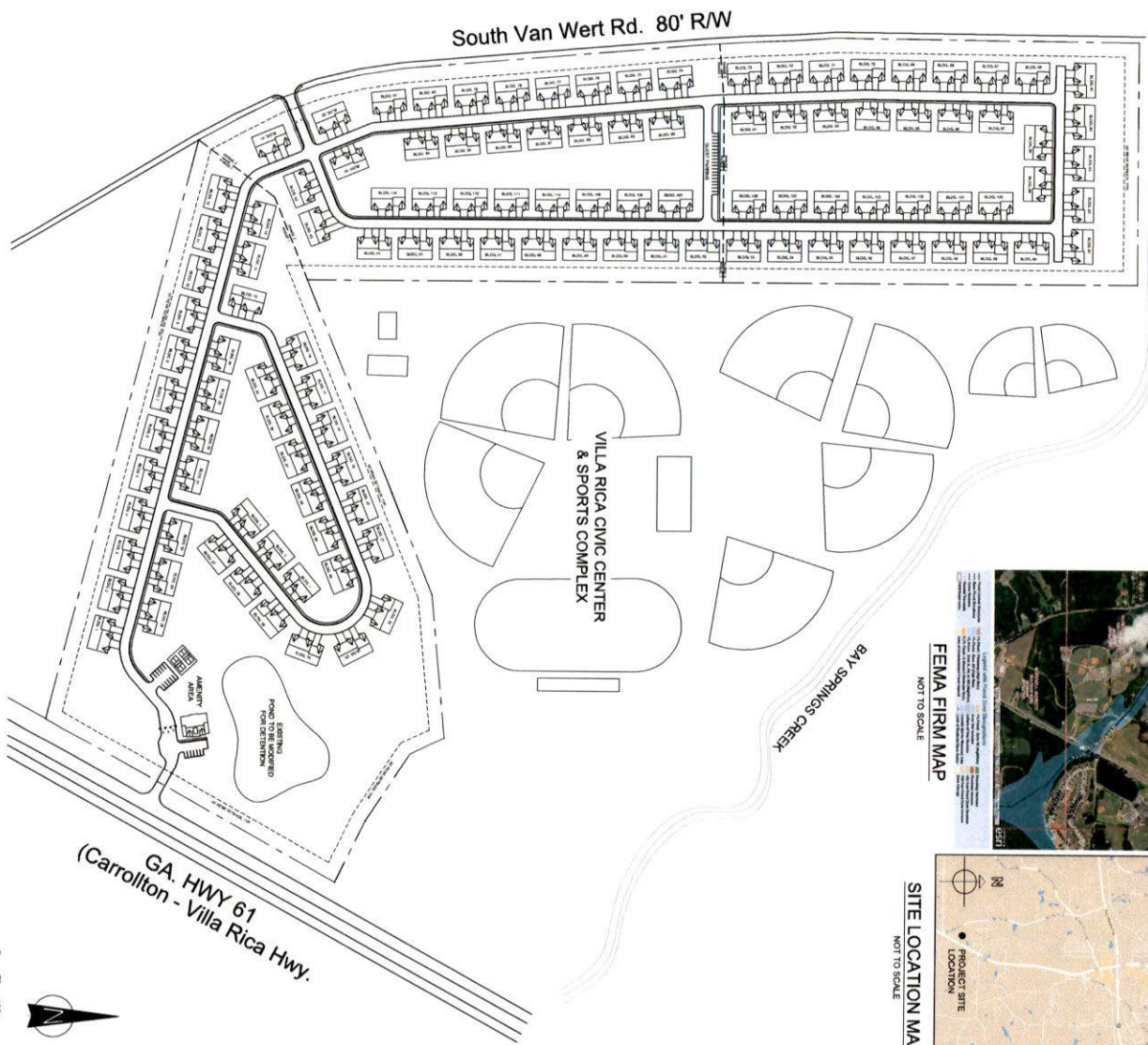
10/21/2022

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 PC 30 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 (FAÇADE 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;

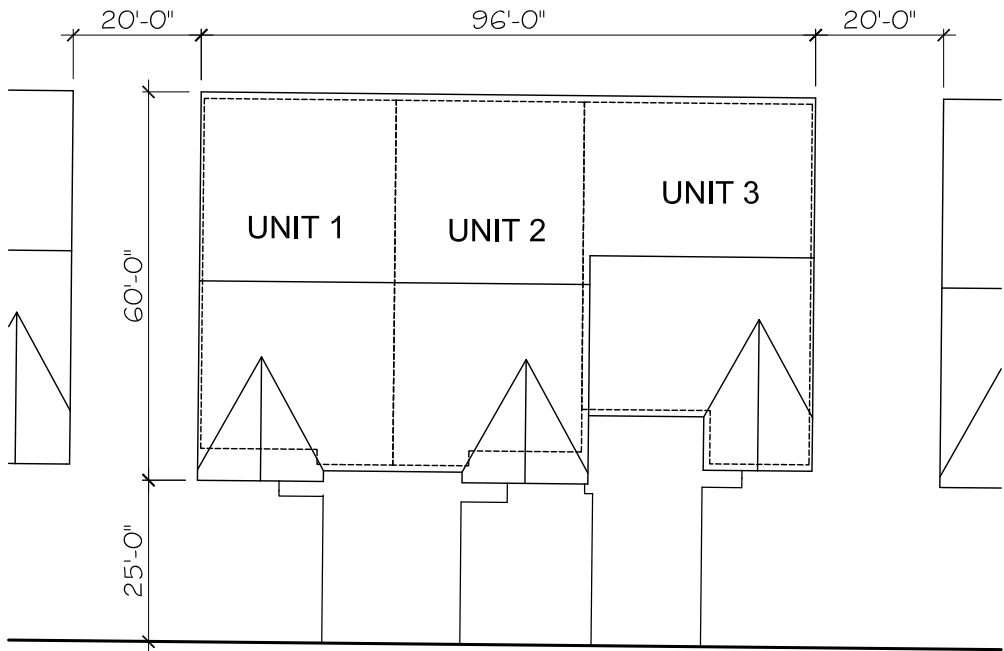
The project will have a main entrance on Carrollton Villa Rica Highway (Highway 61) and a resident-only entrance on South Van Wert Road. All roads within the development will be private and maintained by the owner.

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.

TYPICAL BUILDING LAYOUT

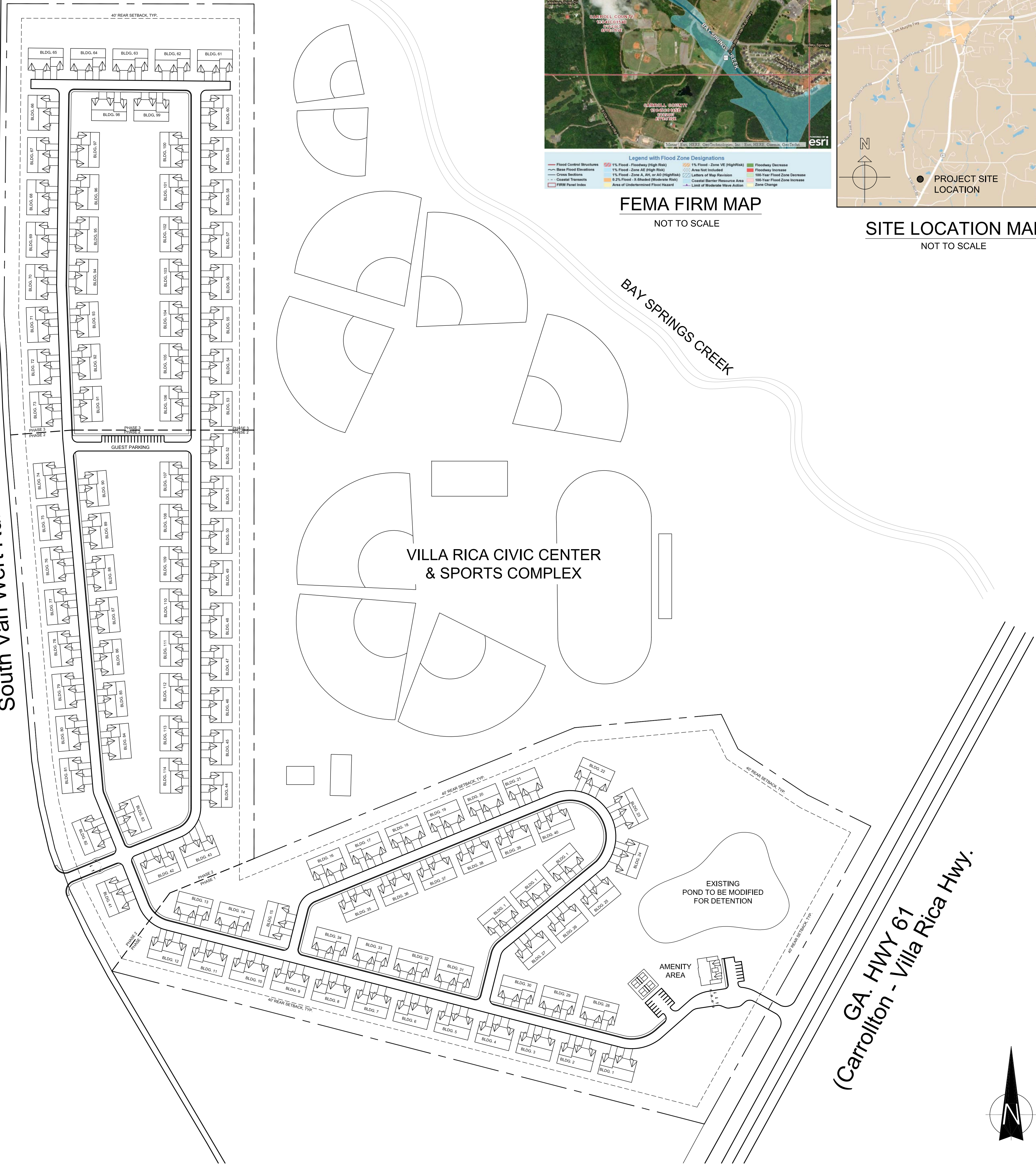
NOT TO SCALE



STANDARD STREET

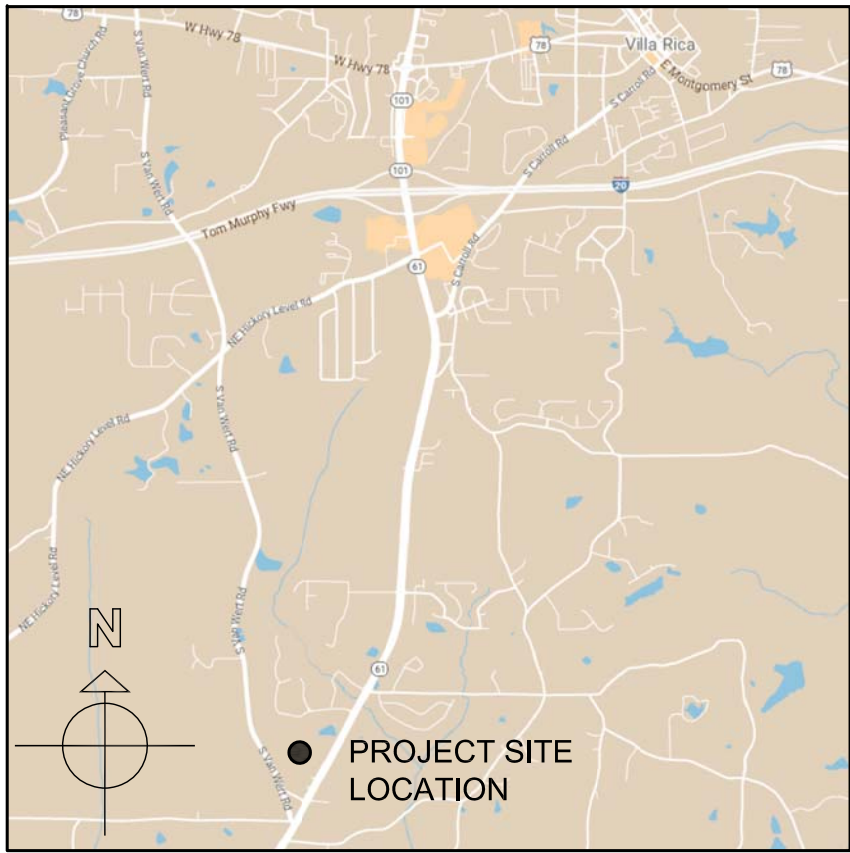
SITE DATA	
SITE AREA	67.14 ACRES
ZONING	
EXISTING ZONING	AG- SINGLE-FAMILY AGRICULTURAL
PROPOSED ZONING	SFA- SINGLE-FAMILY ATTACHED RESIDENTIAL
ZONING JURISDICTION	CITY OF VILLA RICA, GEORGIA
USE CALCULATIONS	
PROPOSED SENIOR LIVING UNITS	PHASE 1= 120; PHASE 2= 111; PHASE 3= 111 TOTAL 342
PROPOSED BUILDINGS	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



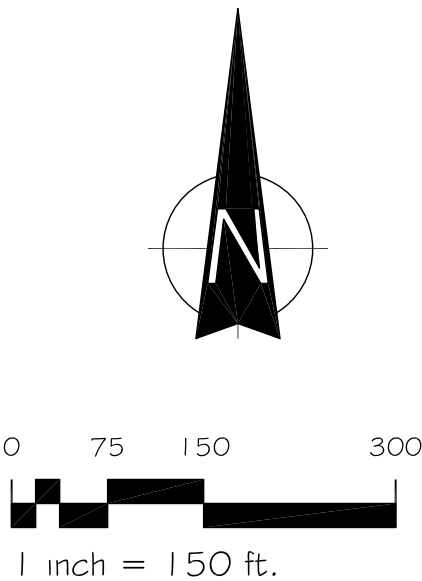
FEMA FIRM MAP

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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CAUTION: ONLY A QUALIFIED DESIGNER, ARCHITECT, CONTRACTOR OR STRUCTURAL ENGINEER SHOULD ATTEMPT TO MODIFY THIS PLAN.

SUBDIVISION COLLECTION:

START DATE:
10/25/2022

DRAWN BY:
MHART

SCALE:
1"= 150'

SHEET NO.

SP.1



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

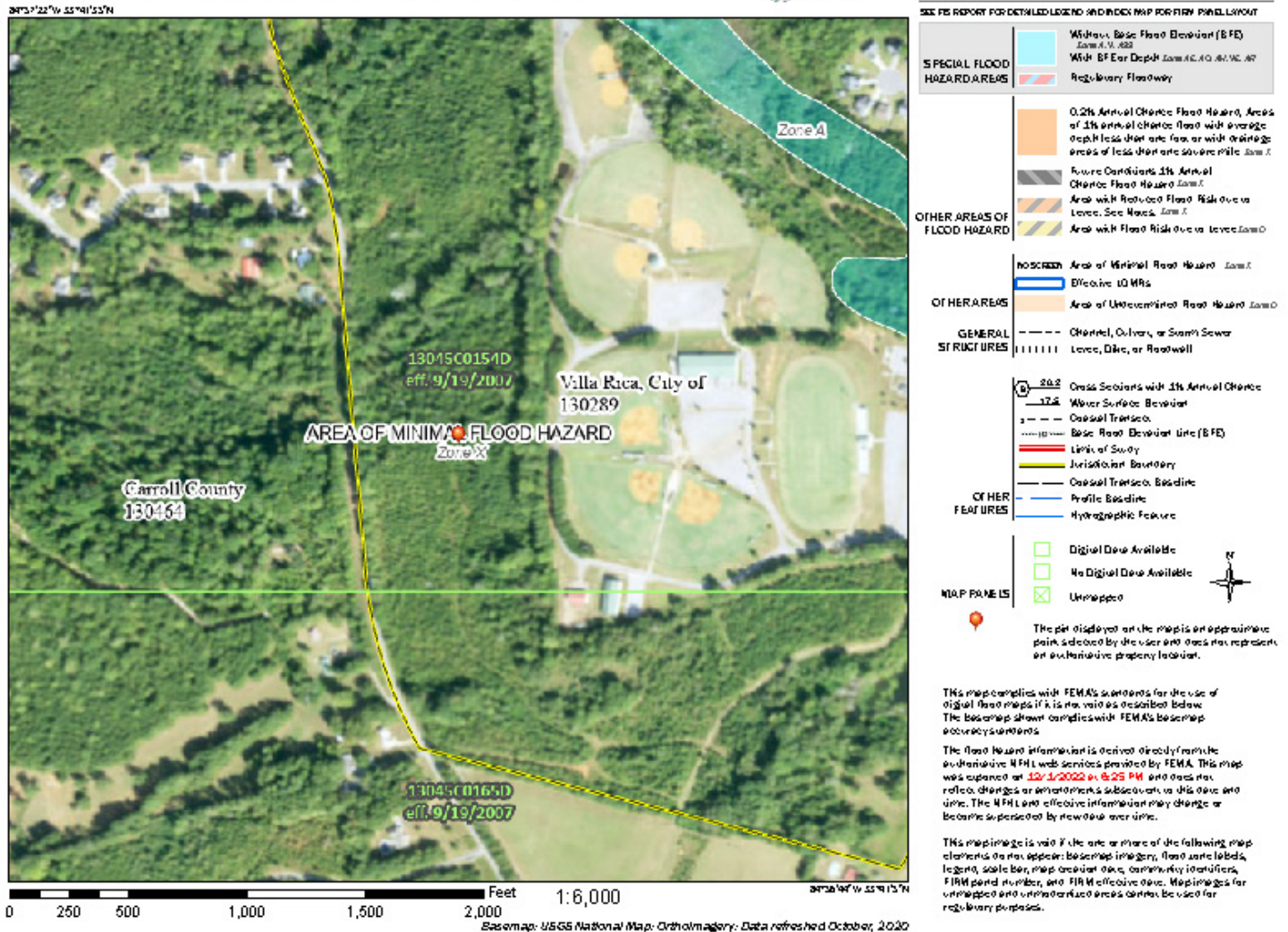


Figure 2: National Flood Hazard Layer FIRM Map 13045C0154D

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

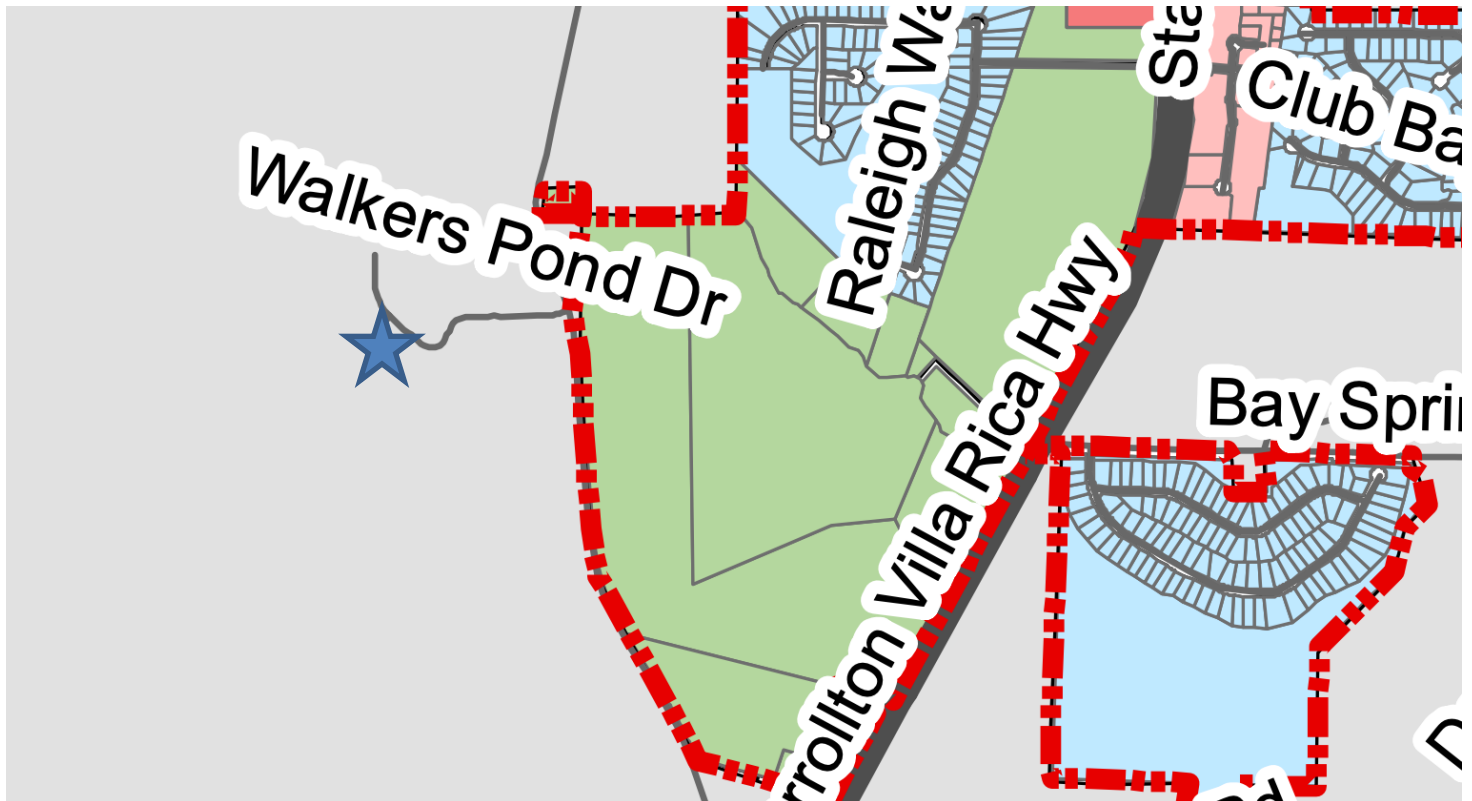
Planning & Zoning Specialist

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:

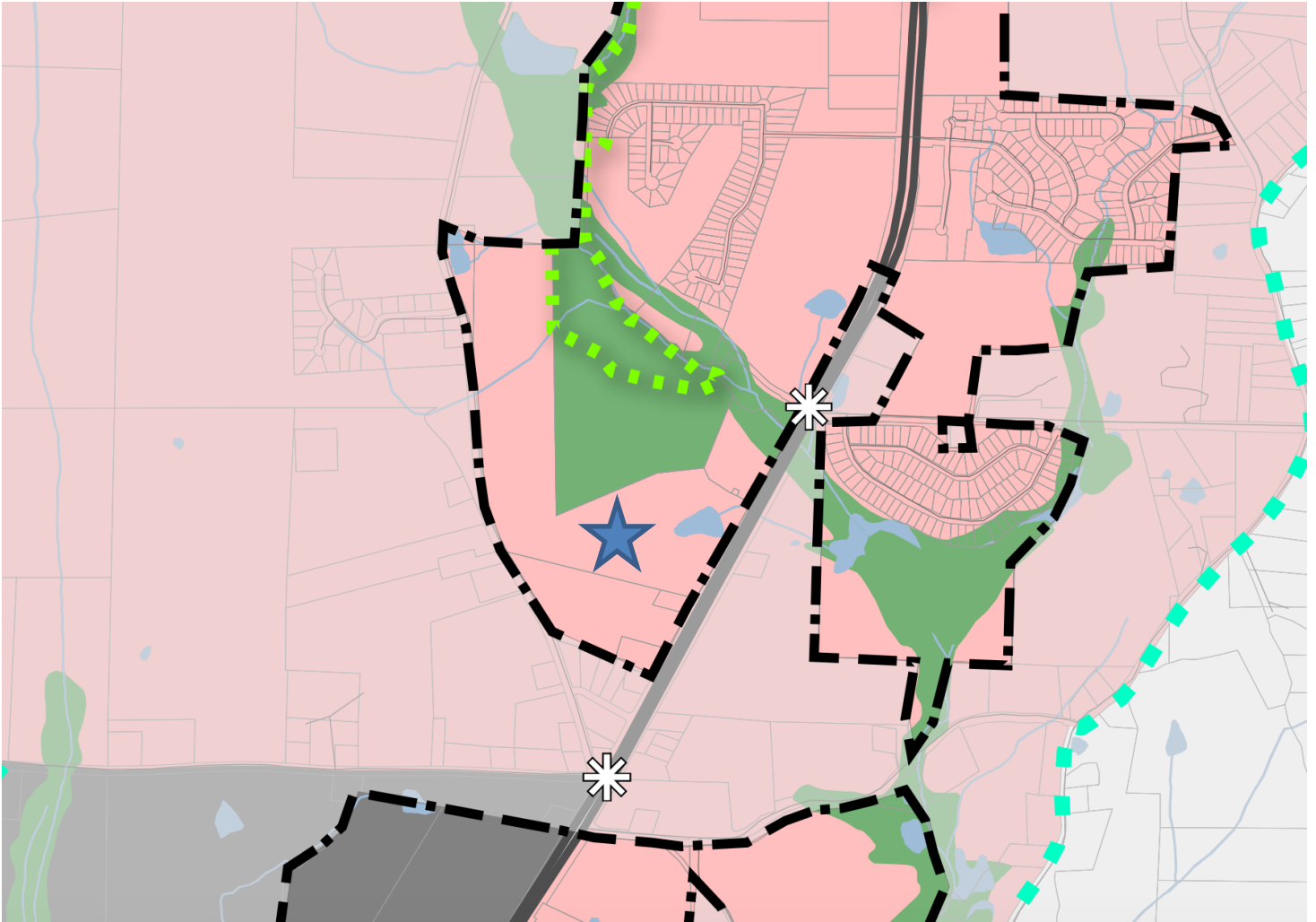


Zoning District Legend

	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





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-01-23 – Variance from Section 9.14(4) of the Villa Rica Sign Ordinance

AGENDA DATE: May 9, 2023

DATE PREPARED: April 27, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Jennifer Wolfe on behalf of PILOT store #4559 seeks a variance from Section 9.14(4) of the Villa Rica Sign Ordinance for a billboard located on Parcel # 01450250038.

BACKGROUND: The sign is currently 110' in height and is considered a nonconforming sign as the maximum permitted height for a billboard is 65'. Section 9.14(4) of the sign ordinance prohibits changes in the shape, size or design of nonconforming signs unless they are made to comply with "all requirements of the zoning ordinance". As the applicant does not intend on removing the excess height, the applicant is requesting a variance from this section for the purpose of updating the signage cabinets and digital pricer, in addition to adding a new sign for Dunkin Express.

STAFF RECOMMENDATION: DENIAL

Reasons:

1. The requested variance is entirely self-imposed.

IMPACT: N/A

MOTION: I move to deny the requested variance from Section 9.14(4) by Jennifer Wolfe and PILOT store #4559 as presented.



**APPLICATION FOR
VARIANCE/APPEAL**

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: MARCH 15, 2023

APPLICANT

Applicant Name: JENNIFER WOLFE FOR PILOT- STORE #4559

Address: 95 LIBERTY ROAD **City:** VILLA RICA **State:** GA **Zip:** 30180

Phone: (770) 568 - 8867 **Fax:** () NOT APPLICABLE **Email:** JW@ITSPERMITTABLE.COM (Agent)

Agent Name: JENNIFER WOLFE

Address: 4113 N. SWANN STREET, **City:** COVINGTON, **State:** GA **Zip:** 30014

Phone: (770) 568 - 8867 **Fax:** () NOT APPLICABLE **Email:** JW@ITSPERMITTABLE.COM

Owner Name (If different from applicant): SHEFFIELD PROPERTIES,LLC C/O STEPHEN T WILLIAMS

Address: 433 ROSLYN ROAD **City:** WINSTON SALEM **State:** NC **Zip:** 27104

Phone: () - **Fax:** () NOT APPLICABLE **Email:** JW@ITSPERMITTABLE.COM- agent

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 95 LIBERTY ROAD, VILLA RICA, GA 30180

PIN: V06 0070011 LL 144 DISTRICT 02

REQUEST FOR ZONING RELIEF FROM SIGN ORDINANCE TO ALLOW EXISTING GROUND SIGN TO REMAIN AT CURRENT HEIGHT OF 110' WHERE 65' IS PERMITTED

REQUEST RELIEF FROM ZONING ORDINANCE TO ALLOW (3) EXISTING CABINETS TO BE REPLACED WITH (3) NEW CABINETS, PLUS (1) ADDITIONAL CABINET FOR SUB-TENANCY WHEN ONLY (1) SIGN WITH 2 FACES IS PERMITTED IN TOTAL. THERE IS (1) PROPOSED CABINET THAT IS DOUBLE SIDED (2 FACES) AND (3) PROPOSED CABINETS THAT ARE SINGLE FACE (1 FACE).

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

Signature of Applicant

09-22-2022

Date



August 18, 2022

Via electronic mail

City of Villa Rica
Attn: Planning and Zoning Commission
571 W. Bankhead Hwy
Villa Rica, GA 30180

Re: Pilot #4559
95 Liberty Road / Douglas County Parcel 1450250038
Hi-rise Sign Variance Request

To Whom it May Concern:

Please accept this letter as authorization from the property owner for Pilot Travel Centers and/or their agents to apply for any variances needed in order to update the existing hi-rise sign per the attached brand book. In addition, they are authorized to present all design art collections and calculations for permit submittal.

We appreciate your kind attention to this matter. Should you have any questions, please contact Kaitlyn Moriarty at 865.474.2986.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stacy Stanley".

Stacy J. Stanley
Real Estate Manager

Attachments

Agreed and consented to August 18, 2022, by

Sheffield Properties LLC

By: 

Stephen T. Williams
Managing Member

AMENDMENT NO. 1 TO LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT (this “**Amendment**”) is made and executed as of December 20, 2021, by and between **SHEFFIELD PROPERTIES, LLC**, a North Carolina limited liability company (“**Lessor**”), and **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company as successor-by-merger to PFJ Southeast LLC (“**Pilot**”).

WITNESSETH:

WHEREAS, Lessor and Pilot entered into that certain Lease Agreement dated April 1, 2021 (as amended hereby and as may be further amended, restated, supplemented and otherwise modified from time to time, the “**Lease**”), with respect to certain property located in Villa Rica, Georgia; and

WHEREAS, the parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is hereby agreed as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings set forth in the Lease.

2. Interpretation. To the extent the terms and conditions of this Amendment conflict with the terms and conditions of the Lease, the terms and conditions of this Amendment shall control.

3. Amended Terms.

a. The second WHEREAS clause of the Lease is hereby amended and restated in its entirety as follows:

WHEREAS, Pilot currently leases from Lessor certain real property consisting of approximately 12.58 acres located at 95 Liberty Road, Villa Rica, Georgia, 30180, comprised of Carrol County tax parcel(s) V06 0070011, V06 0070089 and Douglas County tax parcel 01450250038, together with all buildings, improvements, appurtenances, and fixtures located on the real property, a legal description of which is attached hereto as Exhibit A, and together with all rights of ingress and egress pertaining thereto and all easements appurtenant thereto (the “**Leased Premises**”), pursuant to that certain Lease Agreement between Stephen T. Williams, Sr. and A.T. Williams Oil Company dated April 26, 2000, as amended, modified and/or assigned from time to time (the “**Existing Lease**”);

b. Exhibit A of the Lease is hereby amended and restated in its entirety with the Exhibit A attached hereto as Exhibit A.

4. Lease Effective. Except as herein modified, all terms and conditions of the Lease shall remain in full force and effect, shall not be considered amended or modified except as is specifically set forth in this Amendment, and are hereby ratified and confirmed in all respects.

5. Counterparts. This Amendment may be executed in counterparts, all of which taken together shall constitute one document. Signatures delivered by facsimile, scanned .pdf image, or other electronic means shall have the same force and effect as original signatures.

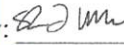
[Signature page follows.]

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written.

LESSOR:

SHEFFIELD PROPERTIES, LLC

DocuSigned by:

By: 

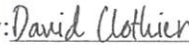
Name: Stephen F. Williams

Title: Manager

PILOT:

PILOT TRAVEL CENTERS LLC

DocuSigned by:

By: 

Name: David Clothier

Title: Authorized Representative

EXHIBIT A

EXHIBIT A TO LEASE AGREEMENT

TRACT I:

2398 3

All that tract or parcel of land lying and being in Land Lots 145 and 146, 2nd District, 5th Section, Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northern right of way of Edge Road (said road having an eighty (80') foot right of way) and the western right of way of Liberty Road (said road having a sixty (60') foot right of way) at an iron pin found, and running thence 343.23 feet along said northern right of way of Edge Road south 89 degrees 48 minutes 27 seconds west to an iron pin placed; continuing thence 56.77 feet along the said northern right of way of Edge Road south 88 degrees 23 minutes 36 seconds west to a point; running thence in a northerly direction 203.23 feet to a point; running thence 440.0 feet south 86 degrees 58 minutes 35 seconds east to an iron pin placed on the western right of way of Liberty Road (said road having a one hundred (100') foot right of way at that point); running thence 149.62 feet along said western right of way of Liberty Road south 25 degrees 48 minutes west to a right of way marker; running thence 40.0 feet south 63 degrees 26 minutes 15 seconds east to a right of way marker at which point the western right of way of Liberty Road becomes sixty (60') feet; running thence along the western right of way of Liberty Road (having from that point a sixty (60') foot right of way) a distance of 27.87 feet south 25 degrees 48 minutes west to an iron pin found and the point of beginning. All according to a plat for Frank Richardson by Eston Pendley dated June 28, 1985, and which, according to said plat, contains 1.780 acres.

TRACT II:

All that tract or parcel of land lying and being in Land Lot 144 of the 2nd District, 5th Section of Carroll County, Georgia, being more fully and particularly described as follows:

To reach the point of beginning, begin at the Carroll County-Douglas County line, said point being designated as a land lot line separating Land Lots 143 and 144, thence in a westerly direction along the south right of way of Edge Road (40 foot right of way) for a distance of 822.89 feet to a point marked by a one inch iron pin which is the true point of beginning. Thence continuing along said right of way north 76 degrees 21 minutes 45 seconds west a distance of 50.07 feet to an iron pin; thence departing said right of way south 12 degrees 44 minutes 12 seconds west a distance of 684.53 feet to a point marked by an iron pin; thence south 88 degrees 26 minutes 17 seconds east a distance of 352.90 feet to a point marked by an

iron pin; thence north 12 degrees 37 minutes 54 seconds east a distance of 260.28 feet to a point marked by a one inch iron pin; thence north 85 degrees 39 minutes 55 seconds west a distance of 298.95 feet to a point marked by a one inch iron pin; thence north 12 degrees 44 minutes 45 seconds east a distance of 398.75 feet to a point which is the point of beginning.

Said tract containing 2.599 acres and being in accordance with a plat of survey prepared by Jackie Richardson by Weyman C. Hudson, R.L.S. #1684 dated March 11, 1995, which plat is incorporated herein by reference for a more complete description of the subject property.

TRACT III:

All that tract or parcel of land lying and being in the 2nd District and 5th Section of Carroll County, Georgia, and being located in Land Lot 144 and the 2nd District and 5th Section of Douglas County, Georgia, and being located in Land Lot 143 and being 9.981 acres according to a plat of survey prepared by Leathers Truck Stop by Guy Herbert Wells, III, R.L.S. #2028, dated December 23, 1989, said plat of survey being incorporated herein by reference thereto, said property being more fully and particularly described as follows:

Beginning at the intersection of the south right of way of Edge Road and the west right of way of Liberty Road; thence south 14 degrees 16 minutes 18 seconds west along the west right of way of Liberty Road for a distance of 256.58 feet to a point; thence south 2 degrees 05 minutes 31 seconds west along the west right of way of Liberty Road for a distance of 442.35 feet to an iron pin; thence north 87 degrees 55 minutes 07 seconds west for a distance of 689.63 feet to an iron pin; thence north 12 degrees 49 minutes 32 seconds east for a distance of 681.91 feet to an iron pin located on the south right of way of Edge Road; thence north 88 degrees 10 minutes 26 seconds east along the south right of way of Edge Road for a distance of 351.17 feet to a point; thence south 85 degrees 44 minutes 04 seconds east along the south right of way of Edge Road for a distance of 151.10 feet to a point; thence north 89 degrees 35 minutes 34 seconds east along the south right of way of Edge Road for a distance of 115.54 feet to a point, being the point of beginning.

This being the same property conveyed to A. T. Williams Oil Company by deed which was recorded in both Carroll County and Douglas County, being recorded in one such County in Book 1364, page 0673, and in the other County in Book 1253, page 114.

It being the same property acquired by Grantor by deed from A. T. Williams Oil Company, dated 8-26-03, and recorded in Book 2398, page 321, in the Clerk's Office of Carroll Court, Georgia.

BK PG
2398 324

Please Return to:

J. Randal Hall
Hunter, Maclean, Exley & Dunn, P.C.
699 Broad Street, Suite 1202
Augusta, GA 30901

Grantee's Address: Sheffield Properties, LLC
c/o Mr. Stephen T. Williams
450 Sheffield Drive
Winston-Salem, NC 27104

STATE OF GEORGIA)
COUNTY OF CARROLL)
COUNTY OF DOUGLAS)

CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX

PAID - 0 -
DATE 8-25-03

Kenneth H. Homan
CLERK OF SUPERIOR COURT

DEED

FILED
03 AUG 26 AM 8:40

Kenneth H. Homan

THIS DEED, made this 1ST day of July, 2003, by and between
STEPHEN T. WILLIAMS, of Forsyth County, North Carolina (hereinafter referred to as the
"Grantor"), and SHEFFIELD PROPERTIES, LLC, a North Carolina Limited Liability
Company with its principal office and place of business in Winston-Salem, Forsyth County,
North Carolina (hereinafter referred to as the "Grantee");

The designation Grantor and Grantee as used herein shall include said parties, their
successors and assigns.

WITNESSETH:

That the Grantor, for the sum of One Dollar (\$1.00) and a contribution to capital
of the Grantee, the receipt of which is hereby acknowledged, has and by these presents
does grant, bargain, sell and convey unto the Grantee in fee simple, all of the following
property:

TRACT I:

2398 325

All that tract or parcel of land lying and being in Land Lots 145 and 146, 2nd District, 5th Section, Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northern right of way of Edge Road (said road having an eighty (80') foot right of way) and the western right of way of Liberty Road (said road having a sixty (60') foot right of way) at an iron pin found, and running thence 343.23 feet along said northern right of way of Edge Road south 89 degrees 48 minutes 27 seconds west to an iron pin placed; continuing thence 56.77 feet along the said northern right of way of Edge Road south 88 degrees 23 minutes 36 seconds west to a point; running thence in a northerly direction 203.23 feet to a point; running thence 440.0 feet south 86 degrees 58 minutes 35 seconds east to an iron pin placed on the western right of way of Liberty Road (said road having a one hundred (100') foot right of way at that point); running thence 149.62 feet along said western right of way of Liberty Road south 25 degrees 48 minutes west to a right of way marker; running thence 40.0 feet south 63 degrees 26 minutes 15 seconds east to a right of way marker at which point the western right of way of Liberty Road becomes sixty (60') feet; running thence along the western right of way of Liberty Road (having from that point a sixty (60') foot right of way) a distance of 27.87 feet south 25 degrees 48 minutes west to an iron pin found and the point of beginning. All according to a plat for Frank Richardson by Eston Pendley dated June 28, 1985, and which, according to said plat, contains 1.780 acres.

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It being the same property acquired by Grantor by deed from A. T. Williams Oil Company, dated 8-26-83 and recorded in Book 2398, page 327, in the Clerk's Office of Carroll Court, Georgia.

This property is also known by the Grantee as Wilco Station No. 3010.

The purpose of this Deed is to convey the property described herein to a Limited Liability Company as a contribution to capital.

The above property is conveyed subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land together with all privileges and appurtenances thereto belonging to Grantee, its successors and assigns, to its own use and behoof forever.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

R.C. Vaughn Jr Stephen T. Williams (SEAL)
Witness

Print Name: R.C. VAUGHN JR

1048-001-13817

Statement of Necessity

Please accept the following as statements of necessity for the variance requests for the proposed signage in the brand book provided for the Pilot Fuel Station located at 95 Liberty Road.

- Image
 - Maintenance
 - Safety/Liability
 - Growth
 - Public Notification
 - Setback from road
 - Visibility /Location Awareness
 - Investment = Community Improvements
-
- It is necessary for a business owner to reimage/rebrand to maintain or improve the image of a viable business that supports business growth and welcomes the public.
 - It is necessary for routine maintenance of signage to take place for safety and liability reasons. Most insurance companies require proof of maintenance.
 - The location of the existing fuel station from the highway requires a high-rise sign to clear vegetation and be visible for all motorists no matter the travel path. There are areas of limited to no visibility of the existing sign at the current height of 110'.
 - The existing high-rise sign has not caused harm or foul to the public, community, etc with its existence.
 - The existing high-rise pole has (3) cabinet signs (fuel station brand, fuel pricers and national food service providers).

- DOT Signage (blue exit ramp signs) is not always visible to motorist depending on traffic, speed, vegetation, etc.



Store#4559
95 Liberty Road
Villa Rica, GA

Permit Drawing
03.13.23
D.0

#	by description	date	#	by description	date
0.0	BES Originator	04.20.22	C.0	RR Revised A1 size	08.17.22
A.0	BES Revise Pricer	05.31.22	D.0	RR added in Dunkin cab	03.13.23
B.0	BES Add Subway Detail	06.09.22			

INTEGRATED**IMAGE**

SITE LAYOUT | AERIAL VIEW



SIGN TYPES

- A Single Pole Hi-Rise System
- B Twin Pole Pylon System
- C Building Branding

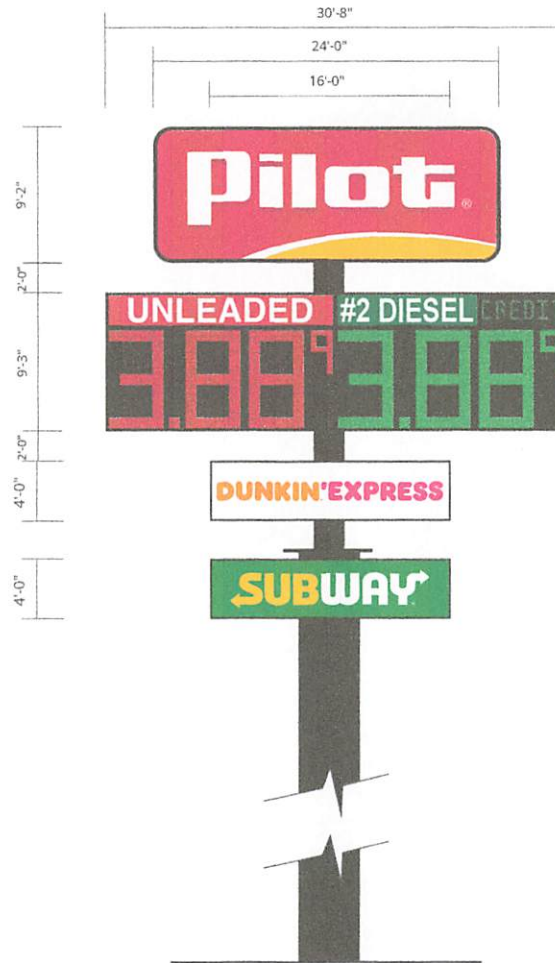
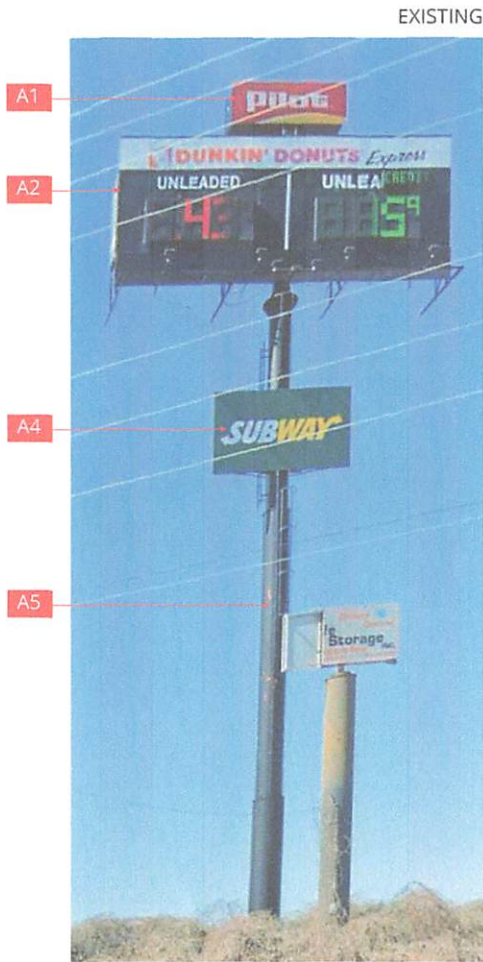
INTEGRATEDIMAGE
Integrated Image | integratedimage.com
888.930.5102 | 210A Progress Drive, Montgomeryville, PA 18936



Store#4559
95 Liberty Road
Villa Rica, GA
Permit Drawing

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without Integrated Image's express consent.





1 Front View
Scale: 1/8" = 1'-0"

- A1 Remove and install NEW 9'-2" x 24' Pilot Cabinet
- A2 Remove and install new 76" LED 9'-3" x 30'-8" SF Pricer.
- A3 Furnish and install new SF 4' x 16' Dunkin Express internally illuminated cabinet. Locate new cabinet under new Pricer.
- A4 Remove existing non-illuminated sign. Furnish and install new SF 4' x 16' Subway internally illuminated cabinet. Locate new cabinet under new Dunkin Cabinet.
- A5 Paint column SW black.

EXISTING: 110' OAH
Pilot: 5'-6" x 14' = 77 sqft
Billboard pricer with Dunkin Donuts: 17' x 40' = 680 sqft
Subway: 10' x 16' = 160 sqft
Total: 907 sqft

PROPOSED: 110' OAH
Pilot: 9'-2" x 24' = 220 sqft
LED Pricers: 9'-3" x 30'-8" = 284 sqft
Dunkin Express: 4' x 16' = 64sqft
Subway: 4' x 16' = 64sqft
Total: 634 sqft

INTEGRATEDIMAGE

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888.930.5102 | 210A Progress Drive, Montgomeryville, PA 18936



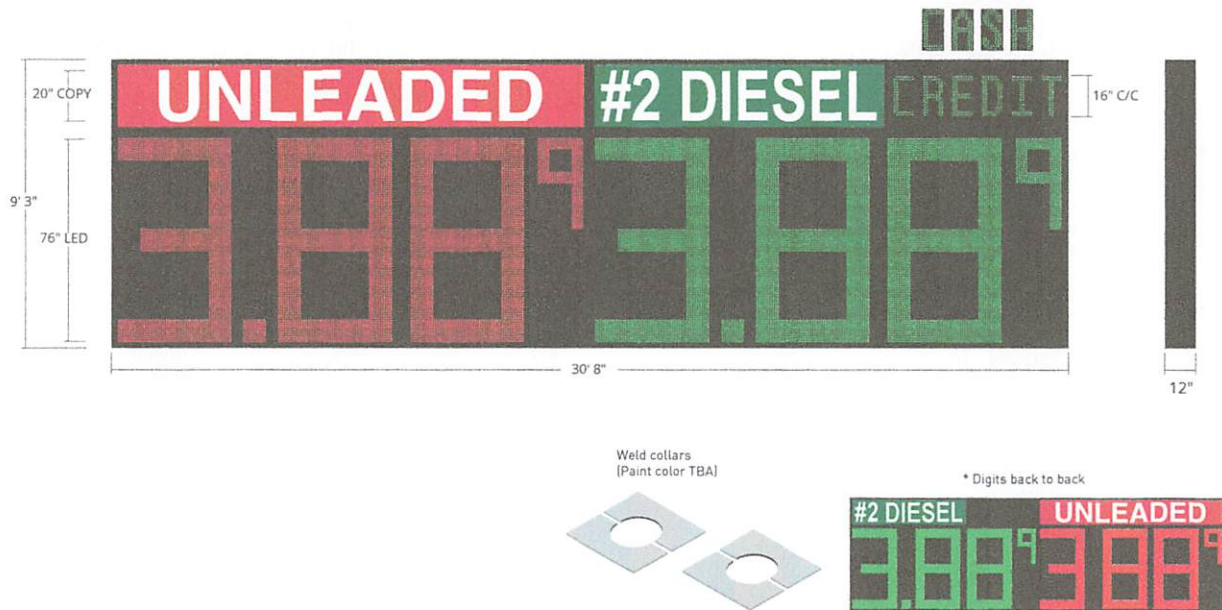
Store#4559
95 Liberty Road
Villa Rica, GA
Permit Drawing

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without Integrated Image's express consent.



I:\Projects\Pilot\Store\GA\4559-2022- Villa Rica, GA FFP with pricer\10 Drawings\101_4559_VillaRicaGA_11x17.dwg

A2 Remove and install new 76" LED 9'-3" x 30'-8" SF
Pricer.



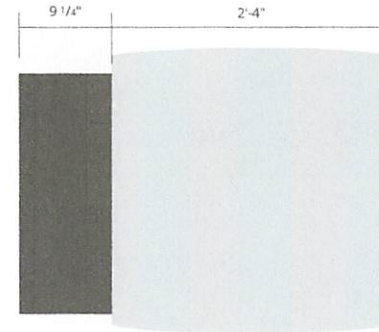
Cabinet Specs	Label Specs	Other
Digit Size & Style: 76" LED	LED Backlit Label Panel -	
'UNLEADED' Digit Color: Red	Label Cap Height & Style: 20" Helvetica Bold	* Minimum digit spacing
'DIESEL' Digit Color: Green	'UNLEADED' Label Panel Color: 3M 3630-73 Dark Red	* Weld collars provided/pote specs by others
Overall Cabinet Size: 9'3"h x 30'8"w x 12"d	'UNLEADED' Label Type Color: White	* Label colors for representation only
Cabinet Color: Black	'#2 DIESEL' Label Panel Color: 3M 3630-76 Holly Green	* 283.7 sq ft
Single or Double Face: Double	'#2 DIESEL' Label Type Color: White	
Build type: Split cabinets		

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of Sunshine Electronic Display Corporation or its authorized agent. All installation details are suggested only. All signs must be installed in accordance with NATIONAL, STATE, ELECTRICAL AND BUILDING CODES. Sunshine Electronic Display Corporation has no responsibility for wind loads, installations or electrical circuits. These are the sole responsibility of the Buyer/owner.

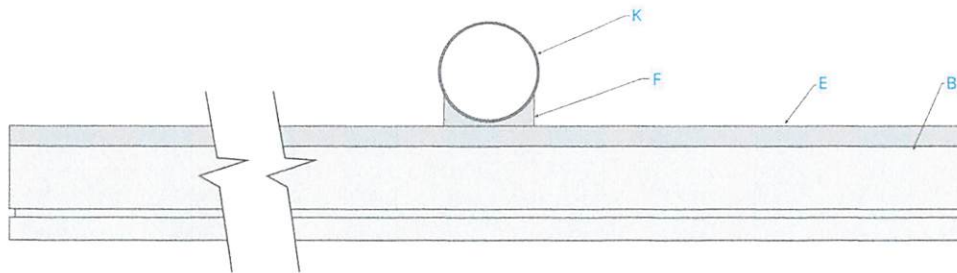
10/2022
KANSAS CITY, MO, USA
10/2022
KANSAS CITY, MO, USA



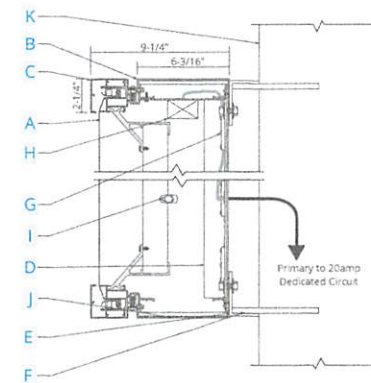
1 Front Cabinet
Scale: 1/2" = 1'-0"



2 Side View
Scale: 1" = 1'-0"



3 Top View
Scale: 1" = 1'-0"



4 Section Through Cabinet
Scale: 1-1/2" = 1'-0"

A3 Furnish and install new SF 4' x 16' Dunkin' Express internally illuminated cabinet. Locate new cabinet under new Pricer.

SINGLE FACED ILLUMINATED CABINET MOUNTED TO ONE SIDE OF EXISTING STEEL

A: Flex Face
White Flex Face

B: Cabinet
Extruded Aluminum Body. Sign Comp Single Faced Body (#2025) Or Equal.

C: Retainer & Tension Frame
2-1/4" Extruded Aluminum Sign Comp (#2075) Or Eq With Extruded Aluminum Sign Comp (#2065) Or Eq

D: Vertical Angle
1/8" x 1-1/2" x 1-1/2" Aluminum Angle Max 30° OC. Inside Of Back Of Cabinet. Bolt Through Aluminum Angle To Steel Angle Frame.

E: Angle Frame
3/16" X 2" X 3" Steel Angle Bolted To Back Of Cabinet.

F: Steel Plates
3/8" Thick x 5" x 10" Welded To Steel Angle & 10" Support.

G: Illumination
Principal White LEDs.

H: Power Supplies
Self Contained At Top Of Sign.

I: Service Switch
20a Toggle Switch On End Of Sign.

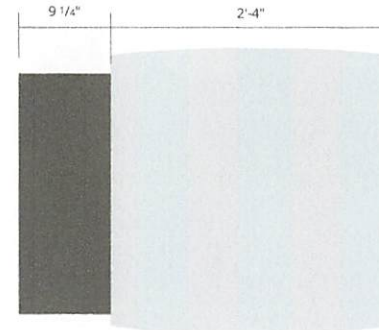
J: Drain Holes
1/4" Ø Max 48" Apart.

K: Existing Steel Support
10" Ø Steel Pole.

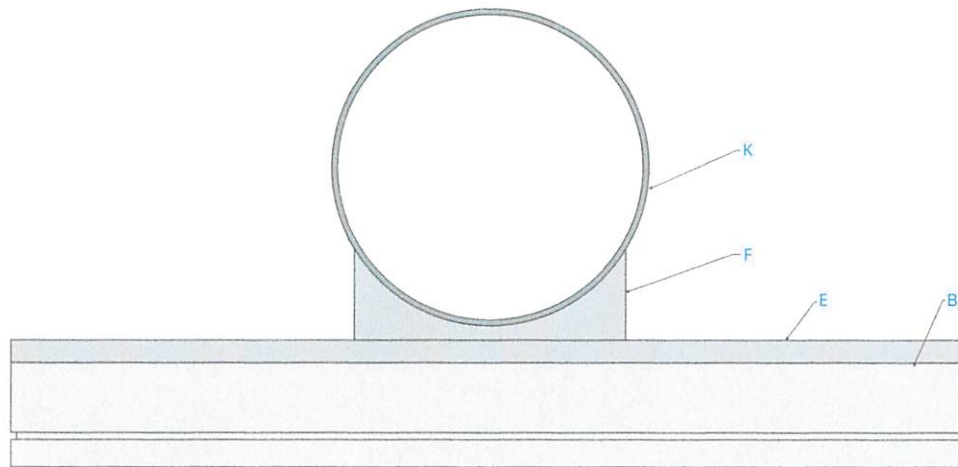
C4 100% WHITE	C5 SW DTM BLACK
C14 Pantone 165 C	C15 Pantone 219 C



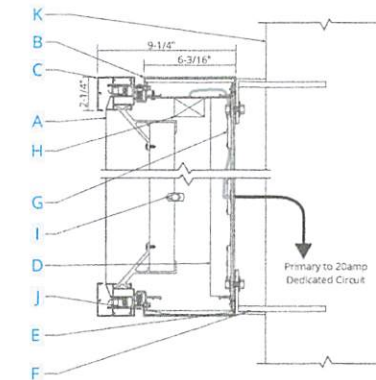
1 Front Cabinet
Scale: 1" = 1'-0"



2 Side View
Scale: 1" = 1'-0"



3 Top View
Scale: 1" = 1'-0"



4 Section Through Cabinet
Scale: 1-1/2" = 1'-0"

A4 Remove existing non-illuminated sign. Furnish and install new SF 4' x 16' Subway internally illuminated cabinet. Locate new cabinet under new Dunkin Express Cabinet.

SINGLE FACED ILLUMINATED CABINET MOUNTED TO ONE SIDE OF EXISTING STEEL

A: Flex Face
White Flex Face

B: Cabinet
Extruded Aluminum Body. Sign Comp Single Faced Body (#2025) Or Equal.

C: Retainer & Tension Frame
2-1/4" Extruded Aluminum Sign Comp (#2075) Or Eq With Extruded Aluminum Sign Comp (#2065) Or Eq

D: Vertical Angle
1/8" x 1-1/2" x 1-1/2" Aluminum Angle Max 30° OC. Inside Of Back Of Cabinet. Bolt Through Aluminum Angle To Steel Angle Frame.

E: Angle Frame
3/16" X 2" X 3" Steel Angle Bolted To Back Of Cabinet.

F: Steel Plates
3/8" Thick x 10" x 24" Welded To Steel Angle & 28" Support.

G: Illumination
Principal White LEDs.

H: Power Supplies
Self Contained At Top Of Sign.

I: Service Switch
20a Toggle Switch On End Of Sign.

J: Drain Holes
1/4"Ø Max 48" Apart.

K: Existing Steel Support
28"Ø Steel Pole.

C4 100% WHITE	C5 SW-DTM BLACK
C11 3M TRANS 3630-75 - YELLOW	C13 3M TRANS 3630-156 - VIVID GREEN

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INTEGRATEDIMAGE

Integrated Image | IntegratedImage.com
888.930.5102 | 210A Progress Drive, Montgomeryville, PA 18936

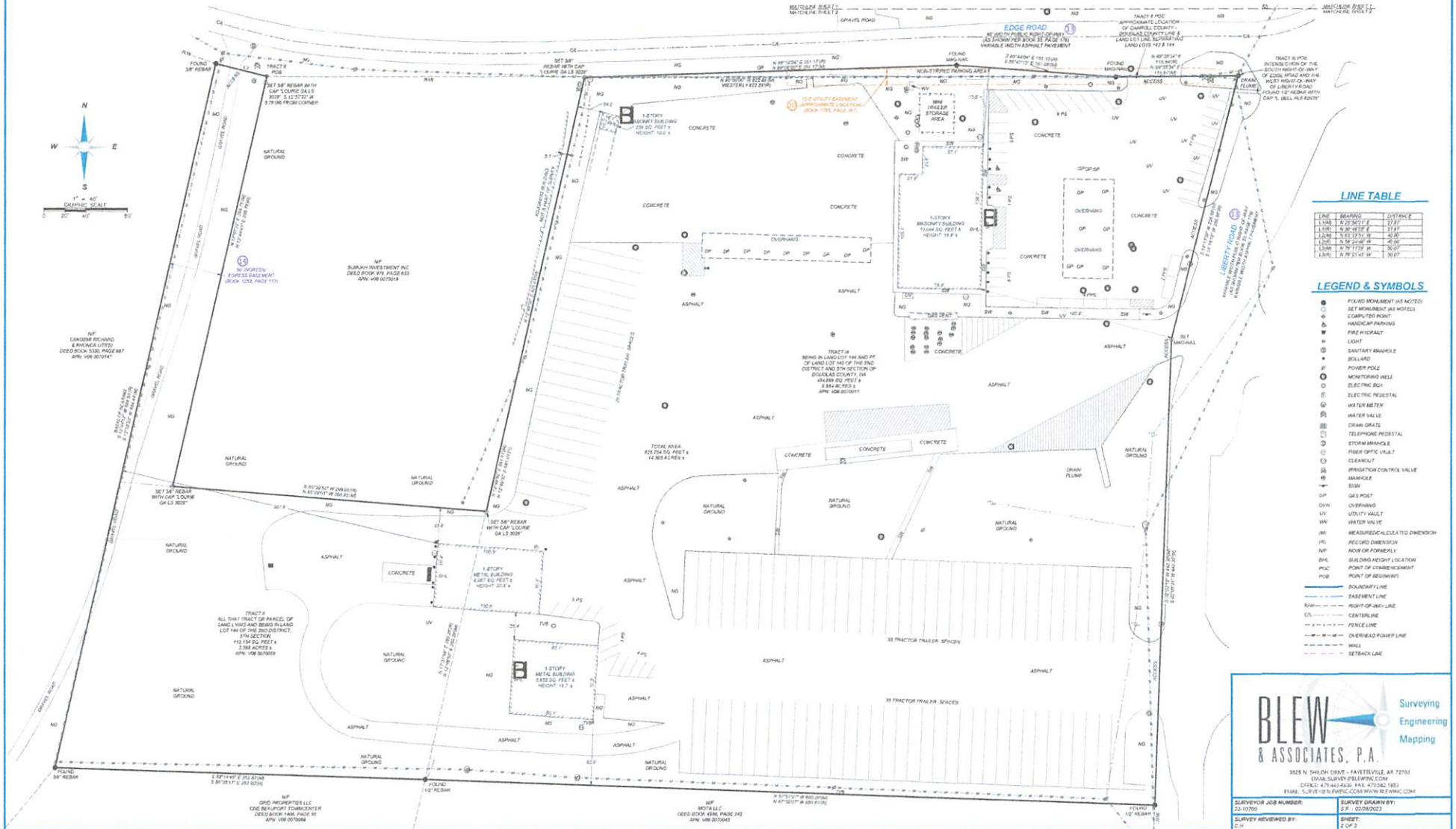


Store#4559
95 Liberty Road
Villa Rica, GA
Permit Drawing

ALTA/NSPS LAND TITLE SURVEY

SITUATED IN:

LAND LOTS 145 & 146, DISTRICT 2, SECTION 5
CARROLL COUNTY, VILLA RICA, GEORGIA





April 26th, 2023

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

Re: Planning Report
Jennifer Wolfe for PILOT store #4559
VA-01-23
95 Liberty Road
Land Lot 144, District 2, Section 5
Parcel # 01450250038
Acreage: 1.78
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Dr. Nancy Mims
City of Villa Rica, Carroll County, Georgia

Dear Miss Campbell:

Jennifer Wolfe, on behalf of PILOT store #4559 (the Applicant), seeks a variance from Section 9.14(4) of the Villa Rica Sign Ordinance, which prohibits changes in the shape or size of nonconforming signs unless they are made to comply with “all requirements of the zoning ordinance”, whereas the applicant proposes to keep the height of the sign the same, reduce the dimensions of the “Subway” sign and gasoline digital pricer, and add a “Dunkin Express” sign. The property fronts onto Liberty Road and Edge Road and is undeveloped (other than the sign itself). The variance is outlined in Section D.

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

1. Application for a Variance, dated March 15, 2023 (3 pages);
2. Letter of Authorization from the property owner, dated March 14th, 2022, notarized and signed by Jeff R. Matthews (1 page);
3. Deed, dated July 28, 2003, signed by Donna P. Heller (5 pages);
4. Lease Agreement Amendment, dated December 20, 2021, signed by David Clothier of PILOT Travel Centers, LLC and Stephen T. Williams, property manager for Sheffield Properties, LLC (5 pages);
5. Applicant Statement of Necessity, undated, by an unknown preparer (2 page);
6. Sign Diagram, dated March 13th, 2023, prepared by Integrated Images (6 page);



7. Property Survey of the main PILOT site, dated February 28, 2023, prepared by Brew & Associates, PA.

A. Existing Conditions

The subject property is located west of Liberty Road and north of Edge Road (on the northwest corner of the intersection of Edge Road and Liberty Road). The parcel has frontage along Edge Road consisting of approximately 420' and frontage on Liberty Road consisting of 217.86. The property is almost entirely flat and does not consist of any bodies of water.

The parcel is currently zoned Commercial Medium-Density (C2) and only features a pre-existing nonconforming freestanding/billboard sign on the site. The parcel does not border a city boundary/unincorporated area. The parcel forms the southern boundary of Douglas County, directly across Edge Road from Carroll County. The parcel is directly adjacent to the Commercial Medium-Density (C2) zone on all sides of the parcel. The proposed Peach State Truck dealership is proposed on the north and west of the parcel, the existing Chevron service station is across Liberty Road and the PILOT truck stop is to the south across Edge Road.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Medium-Density (C-2)	I-20 Gateway
East	Commercial Medium-Density (C-2)	I-20 Gateway
South	Commercial Medium-Density (C-2)	I-20 Gateway
West	Commercial Medium-Density (C-2)	I-20 Gateway

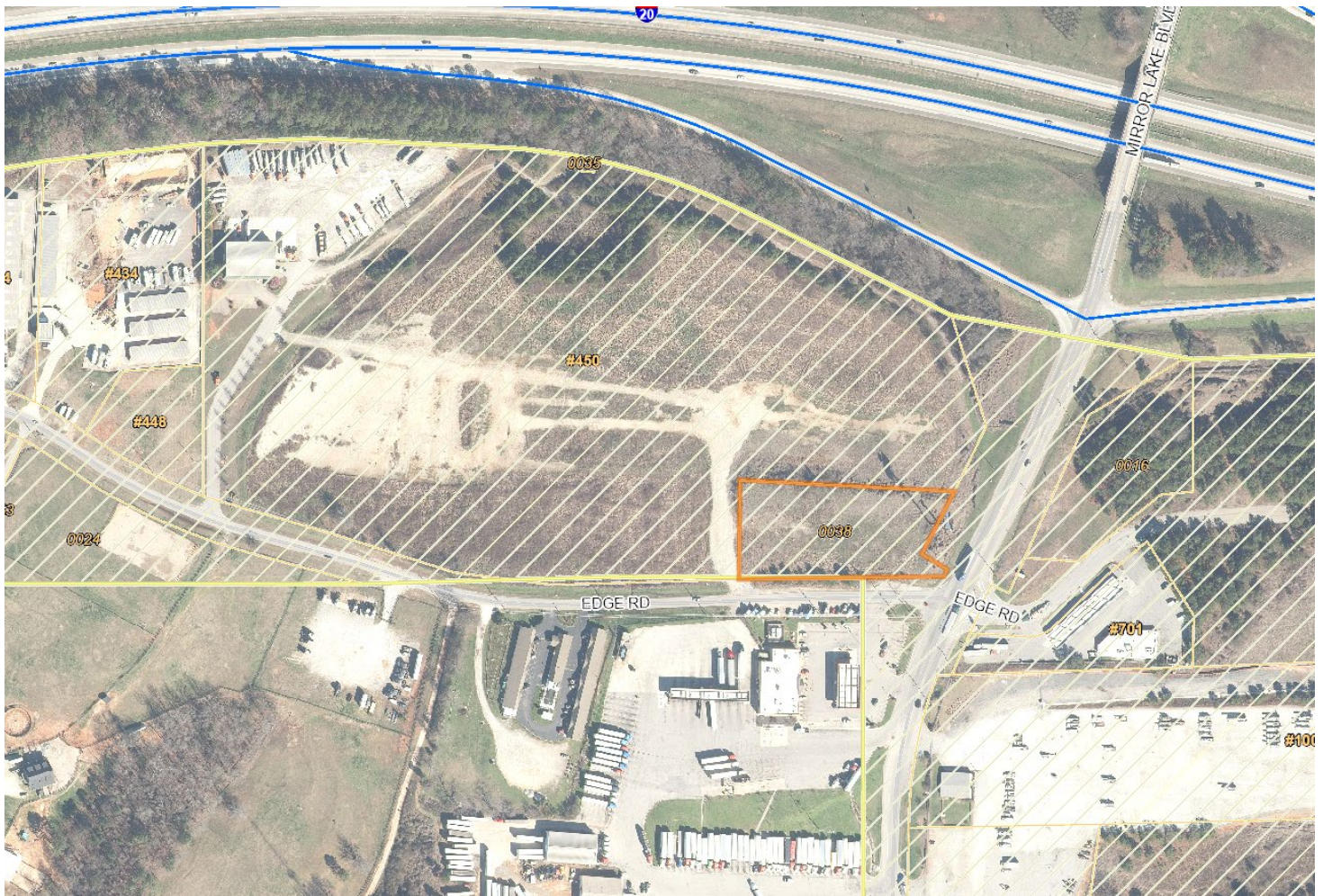


Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel is mostly vacant, with only the PILOT billboard sign present. The property was rezoned from General Commercial (GC) in the Unified Development Code (UDC) to Commercial-Medium Density (C2) during the citywide rezoning effort in 2020, which was a lateral change in zoning. It is not known when the PILOT sign was erected.

C. Proposed Development

The applicant is proposing to remove the existing subway cabinet, PILOT cabinet, and pricer cabinet in favor of installing a smaller subway cabinet, a new Dunkin Express cabinet, a new PILOT cabinet, and a new pricer cabinet. The sign dimensions are listed below (old sign measurement in **bold**):



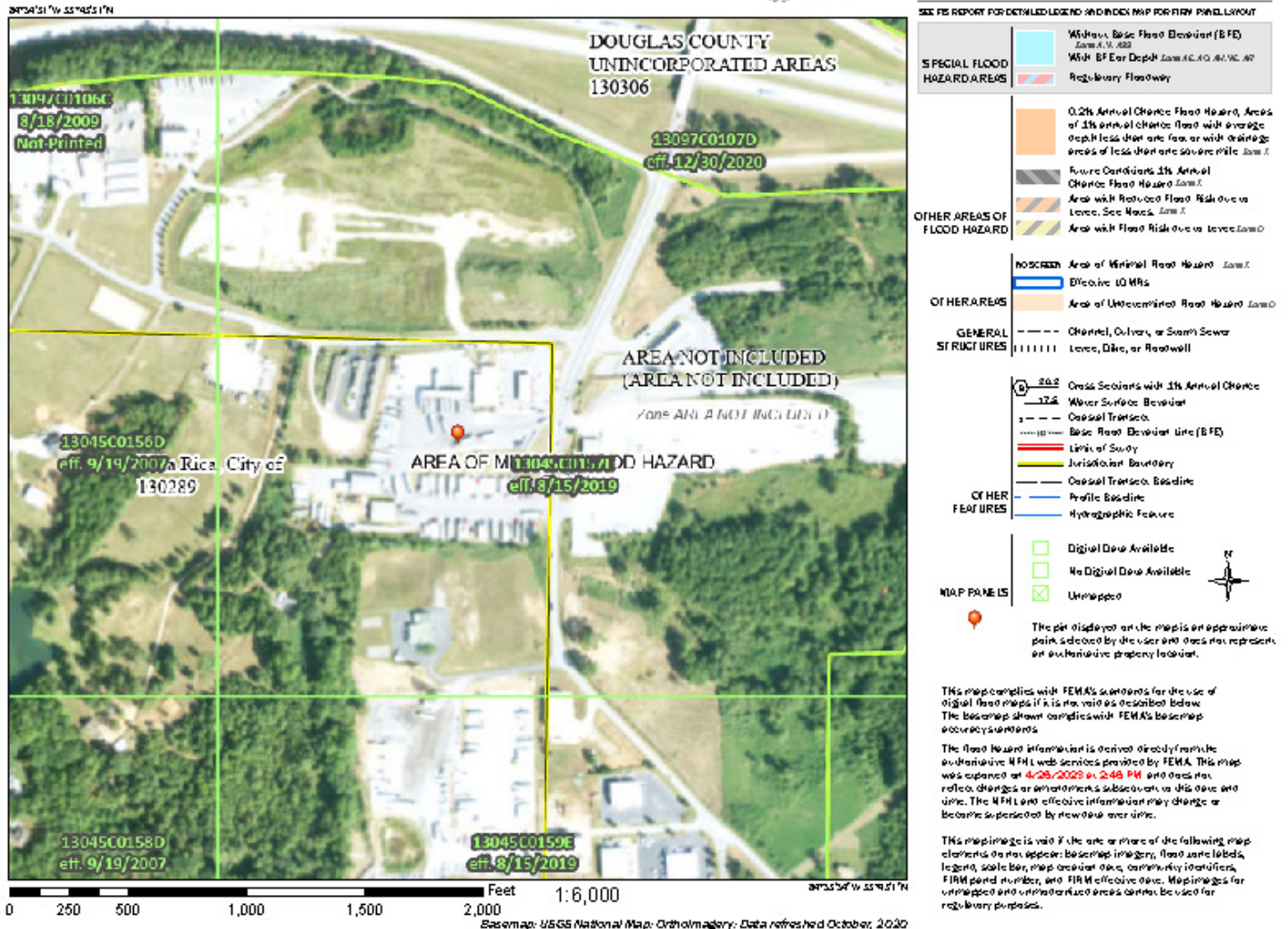
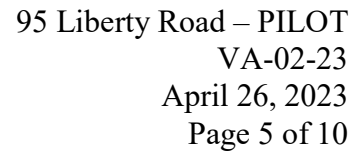
1. PILOT: 9'-2" x 24' (220 SF); **5' 6" x 14' (77 SF)**
2. Billboard Pricer: 9' 3" x 30' – 8" (284 SF); **17' x 40' (680 SF)**
3. Subway: 4' x 16' (64 SF); **10' x 16' (160 SF)**
4. Dunkin Express: 4' x 16' (64 SF); **N/A**

The applicant applied for a sign permit for the billboard sign change, as presented to Council, and was subsequently denied in July 2022. That request is now dependent on the outcome of this application. It has been determined that based on the city's sign ordinance, this sign is a pre-existing, legal nonconforming sign, which does not permit changes to the sign unless all portions of the sign meet the ordinance. The height of the sign does not meet the current ordinance maximums for billboard signs (110' existing/proposed, whereas only 65' permitted).

The applicant has indicated that the purpose of the application is to update the images, for maintenance purposes, safety/liability, marketing/advertising, and visibility. The applicant states, "the location of the existing fuel station from the highway requires a high-rise sign to clear vegetation and be visible for all motorists no matter the travel path. There are areas of limited to no visibility of the existing sign at the current height of 110'."

Flood Plain

The property is not located within a flood zone. Figure 2, below, indicates the flood zone map:





D. Variances

The developer has requested variance relief from the sign ordinance as outlined below. The applicant has stated reasons for not complying with Section 9.14(4)) has been outlined above in Section C.

The Applicant has requested variance relief for the following:

1. Section 9.14(4): No structural repairs, or changes in shape, size or design, to any nonconforming sign shall be permitted except to make a nonconforming sign comply with all requirements of this chapter. Routine maintenance and changing of copy shall be permitted as long as such maintenance or changing of copy does not result in or change the shape, size, or design. Any change from a non-electronic format to an electronic format is considered a change in design and not permitted with respect to a nonconforming sign, unless the sign is brought fully into compliance with all requirements at the time of such change. Signs which are structurally unsound or present a hazard to persons or property must be removed within two days upon notification by the city.

The applicant proposes to keep the existing 110' pole height, whereas 65' is the maximum height permitted for a sign in the ordinance. The applicant is not proposing to bring the entire sign up to conformance.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from site visibility and the need to update existing signage. Staff could not identify any benefits from an approval of the requested variance. A potential detriment would be excessive and duplicative signage near the site and around the site, along with a general unsightliness of the amount of signs on the pole, which can often cause more “eye pollution” to travelers.

The Future Land Use Plan prescribes “I-20 Gateway Activity Center” as future land uses for the parcels. The intent of the Industrial Activity Center is as follows:

“Enhance entrances into the city from I-20 and facilitate access to goods and services to serve residents and commuters. Create employment opportunities where a location benefits from interstate proximity and available infrastructure. In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments.”



The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The nature of the variance does impact the intents of the Comprehensive Plan, as the activity center is aimed at enhancing entrances to the city and providing a sense of arrival.

Variance Decision Criteria

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

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

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

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

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

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

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

The ordinance's requirements will not result in a practical difficulty in providing signage on the site, since there is currently adequate signage to identify the site from a staff perspective. Should the applicant wish to install updated signage, that is permitted via ordinance, however the signs have to be the same size, shape and design. Although the total size of signage is decreasing, the LED lettering is increasing in size as well as the PILOT sign.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation: DENIAL



Reasons: The requested variance is entirely self-imposed.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on April 21st, 2023; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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

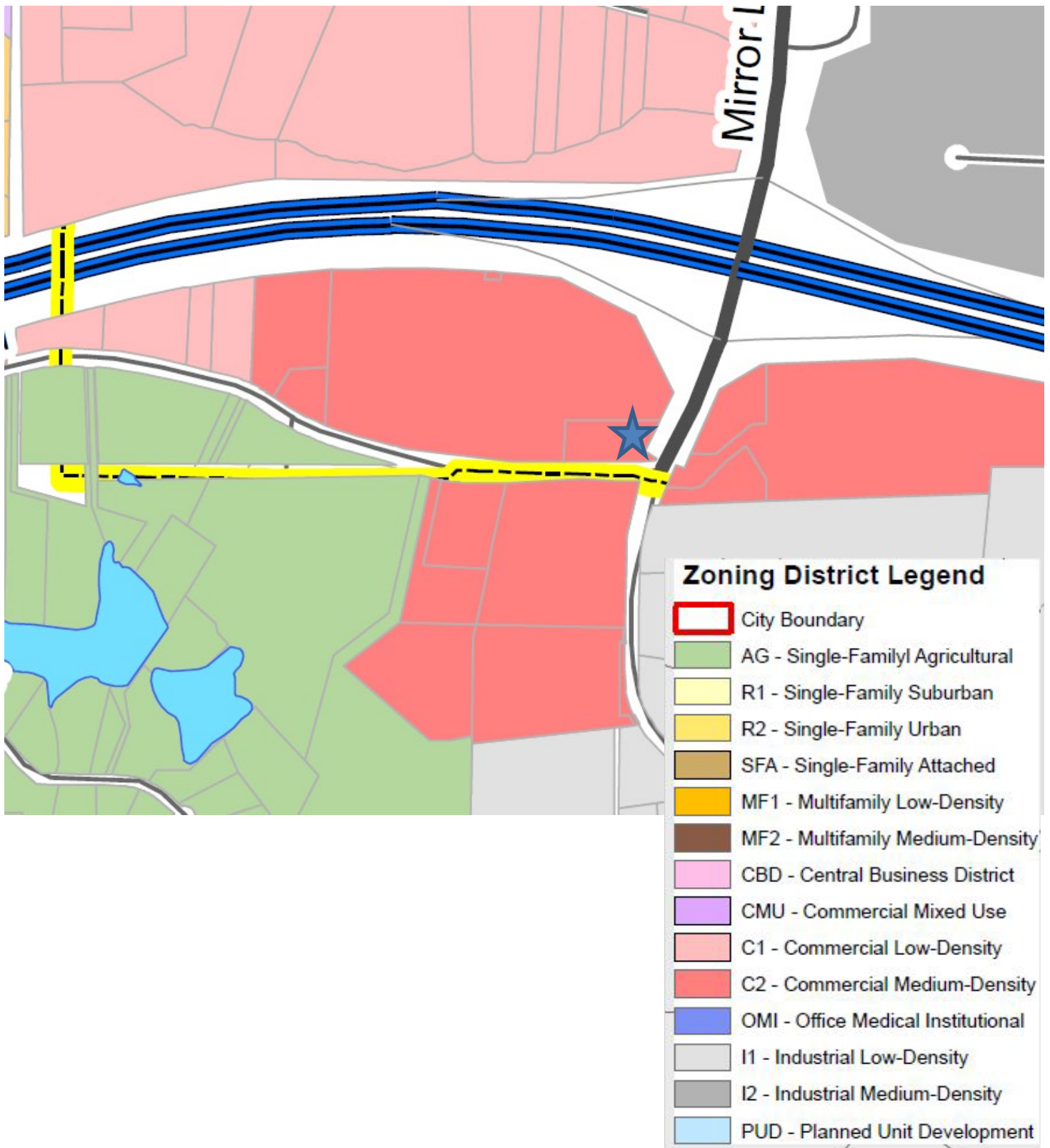
Very truly yours,

Ronald Johnson
Planning & Zoning Specialist

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



Villa Rica Zoning Map:





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-02-23 – Variance from Sections 7.05(6)(a) and Section 8.09(4)(a) of the Villa Rica Zoning Ordinance

AGENDA DATE: May 9, 2023

DATE PREPARED: April 27, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: MQSK, LLC seeks a variance from Sections 7.05(6)(a) and Section 8.09(4)(a) of the Villa Rica Zoning Ordinance at 395 West Bankhead Highway in order to install a drive-thru for a quick service restaurant in the front yard area and a reduction of the required landscape buffer along West Bankhead Highway from 20' to 2'.

BACKGROUND: The applicant received approval to encroach into the 50' and 75' stream buffers in November of 2022 (VA-13-22). The applicant proposes to construct a Little Caesar's restaurant, gas station and convenience store. The applicant submitted civil construction drawings in December 2022 and upon review staff found these two sections of their plan deficient.

STAFF RECOMMENDATION:

Sections 7.05(6)(a) *Parking Area Landscaping*: DENIAL

Reasons: The requested variance is entirely self-imposed.

Section 8.09(4)(a) *Drive-Through Establishments; Location*: DENIAL

Reasons: The requested variance is entirely self-imposed.

IMPACT: N/A

MOTION:

- (1) I move to deny the requested variance from Section 7.05(6)(a) by MQSK, LLC as presented.
- (2) I move to deny the requested variance from Section 8.09(4)(a) by MQSK, LLC as presented.



APPLICATION FOR
VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: 03/31/2023

APPLICANT

Applicant Name: MQSK LLC

Address: 1134 Gavinwood Place, City: Decatur State: GA Zip: 30033

Phone: (470)502-3434 Fax: () - Email: office@ataiconstruction.com

Agent Name: Rohail Hada

Address: 1400 Indian Trail Lilburn Road NW City: Norcross State: GA Zip: 30093

Phone: (404)610-6630 Fax: () - Email: rohail@ataiconstruction.com

Owner Name (If different from applicant): _____

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

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 395 West Bankhead Highway, Villa Rica, GA

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

Signature of Applicant

03/31/2023
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

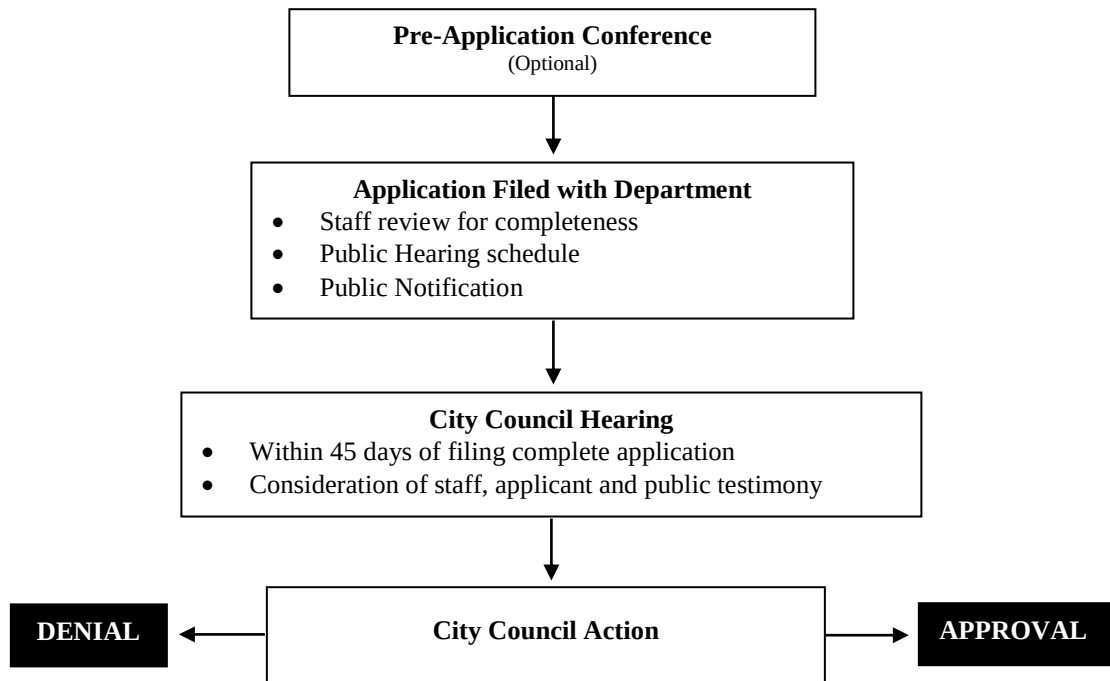
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



STATE OF GEORGIA

COUNTY OF Dallas

AFTER RECORDING RETURN TO
ROBERT L. LANEY, ESQ. (2644.22-3)
SLUTZKY, WOLFE AND BAILEY, LLP
2255 CUMBERLAND PARKWAY
BUILDING 1300
ATLANTA, GEORGIA 30339-4517

LIMITED WARRANTY DEED

THIS DEED made this 26th day of February 2018, between L. Sherman Strickland ("Grantor") and MQSK, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns, where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

SEE THE ATTACHED EXHIBIT "A"

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

AND, SUBJECT TO those matters of title described on the attached EXHIBIT "B" if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims by, under or through Grantor, but not otherwise.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR

Gregory D. Strickland

L. Sherman Strickland

by Gregory D. Strickland his attorney in fact
pursuant to General Power of Attorney
attached hereto as Exhibit "C"

Dana P. Segoni
UNOFFICIAL WITNESS

[SEAL]

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

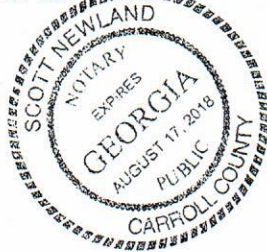


Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 162 of the 9th District of Carroll County, Georgia, and being more particularly described as follows: -- BEGIN-
NING at the intersection of the westerly right of way line of North Dogwood Street
(50 ft. right of way) and the northerly right of way line of West Bankhead Highway
(60 ft. right of way); thence along the northerly right of way line of West Bankhead
Highway south 73 degrees 39 minutes west 378.7 feet to an iron pin found; thence north
16 degrees 0 minutes west 251 feet to a point; thence to a point in the center of a stream;
thence in a southeasterly direction following the meanderings of the center of said stream
to the point of intersection of the center line of said stream and the west right of way
line of North Dogwood Street; thence along said right of way line of North Dogwood
Street south 1 degree 27 minutes east 36.2 feet to the point of beginning.

EXHIBIT "B"

1. Taxes and assessments for the year 2018 and subsequent years not yet due and payable.
2. Easement from L. Sherman Strickland to Georgia Power Company, dated September 3, 1993, recorded at Deed Book 803, page 542, Records of the Clerk of the Superior Court of Carroll County, Georgia.
3. Right of Way Easement from B.P. Neal and W.N. Tillman to State Highway Department of Georgia dated November 3, 1960, recorded at Deed Book 129, page 234, Records of the Clerk of the Superior Court of Carrol County, Georgia.

EXHIBIT "C"

General Power of Attorney

STATE OF GEORGIA

COUNTY OF DOUGLAS

GENERAL POWER OF ATTORNEY

I, LOUIE SHERMAN STRICKLAND, residing at 9685 Highway 166, Winston Georgia 30187, hereby appoint GREGORY D. STRICKLAND as my Attorney-in-Fact ("Agent").

If my Agent is unable to serve for any reason, I designate ANGELA STRICKLAND BOWEN as my Successor Agent.

I revoke any and all general powers of attorney that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to do the following:

1. **BANK AND CREDIT UNION TRANSACTIONS:** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to but not limited to, (i) accounts or deposits; (ii) individual retirement accounts (IRA's), annuities, investment accounts; (iii) certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations; or (iv) money market accounts.

2. **PAYMENT TRANSACTIONS:** To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent.

3. **REAL PROPERTY TRANSACTIONS:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper, and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Georgia, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt. The Agent is specifically authorized to exercise the aforesaid powers with respect to any real property

Initial LS

which I own or in which I have an interest, including, but not limited to, any real property which may be identified on Exhibit "A" attached hereto and by reference made a part hereof.

4. **PERSONAL PROPERTY TRANSACTIONS:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.
5. **STOCK AND BOND TRANSACTIONS:** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
6. **SAFE DEPOSITS:** To have free access at any time or times to any safe deposit box or vault to which I might have access.
7. **BORROWING:** To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.
8. **BUSINESS OPERATING TRANSACTIONS:** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
9. **INSURANCE TRANSACTIONS:** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.
10. **DISPUTES AND PROCEEDINGS:** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

11. **MAKING GIFTS:** To make gifts to members of my family and to such other persons or charitable organizations, including churches, with whom I have an established pattern of giving.

12. **BROAD POWERS:** Without, in any way, limiting the foregoing, I authorize my Agent generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, powers conferred by O.C.G.A. § 53-12-261, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present. In additions, my Agent shall have the right to establish and fund a Supplemental Needs Trust (a.k.a. Special needs Trust) on my behalf. However, my Agent shall not have the power to waive my right to a jury trial in favor of binding arbitrations.

13. **RELEASE OF MEDICAL INFORMATION:** I provide that my Agent shall be authorized to obtain any and all health information and other medical records concerning my personal health. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164. I hereby authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, my insurance company or other health-care provider that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give notice and release to my Agent without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

14. **DEALING WITH TAXING AUTHORITIES:** I authorize my Agent to act in my place and stead with all taxing authorities, including the Internal Revenue Service and the Department of Revenue. This power extends to and includes particularly the right to file returns, meet with revenue officers and agents, proceed on my behalf in Tax Court, and to otherwise represent my interests in any and all tax matters.

15. **DESIGNATION OF GUARDIAN:** I request that no guardianship proceeding for my property be instituted in the event of my disability, it being my intention that this power of attorney shall permit my Agent to act on my behalf. In the event that it becomes necessary for any court to appoint a guardian for my property, I direct that my Agent shall serve as such guardian. In the event that my Agent fails for any reason to qualify or continue as such, I constitute and appoint my Successor Agent to serve as such in my Agent's place. Any guardian who at any time shall be appointed by any court shall be excused from the necessity of giving bond.

16. **EFFECTIVE DATE:** This document shall become effective upon the date of my signature.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The aforesaid listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. Any and all acts done by my Agent pursuant to the powers conveyed herein during any period of my disability or incapacity shall have the same force and effect as if I were competent and not disabled.

I may, at any time, revoke this power of attorney, but it shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the agent pursuant to this power of attorney. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall not be liable for any loss that results from a judgment made in good faith. However, my Agent shall be liable for willful misconduct in the exercise to act in good faith while acting under the authority of this Power of Attorney.

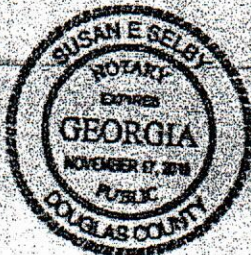
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 9th day of January, 2015.

Louie Sherman Strickland
LOUIE SHERMAN STRICKLAND

Signed, sealed and delivered
in the presence of:

Ami H. H.
WITNESS

Susan E. Selly
NOTARY



362945.1

Initial S. S.



Date: March 31, 2023

To: City of Villa Rica
Zoning Department

Subject: 395 West Bankhead Highway
Villa Rica, Georgia
Accessory Structure & Pick-up Window
Variance Request
Carroll County

To Whom it May Concern,

We are providing this letter of explanation to support our request for a variance for the location of an accessory structure and its related pick-up window for your consideration for the Little Caesars for the property located at 395 West Bankhead Highway in the City of Villa Rica, Georgia. This property is located in the Village Residential District, and it is currently developed with an existing vacant building and partially demolished structure where the slab is still intact. The site is predominately paved with asphalt. We are proposing to redevelop the 1.2-acre lot with a new 3,250 square-foot convenience store and new fuel pumps and a Little Caesars that will utilize the existing slab onsite as shown on our provided site plan.

This parcel is triangular in shape and has a stream that is located along the entire north and west property lines. There is currently no curb-and-gutter along any perimeter line of this site.

The proposed project will reuse an existing concrete slab that is currently on-site for the foundation of the Little Caesars and will not create any new structure foot-print. This plan will have a pick-up window along the front façade of the proposed structure. With the stream that runs along the extent of the north property line of this tract of land, circulation to the sides or rear of the building is impossible. Please see the included plan for your reference and review.

Please note that this is not a typical drive through service window. It is for pick-up orders only. These orders will have been previously placed by customers. Customers will then have the option to walk in the store to pick up their order or have the availability for pick-up only at the window. No service orders will be taken at this pick-up window, and it is anticipated that each vehicle will only approach the window for a time period of 30 seconds or less.



If granted, this variance will provide the relief necessary to improve this property and best meet the intent of the code while utilizing the existing slab currently on site still and working within the hardships this site itself presents due to the irregular shape of the lot and extent of stream buffers on site.

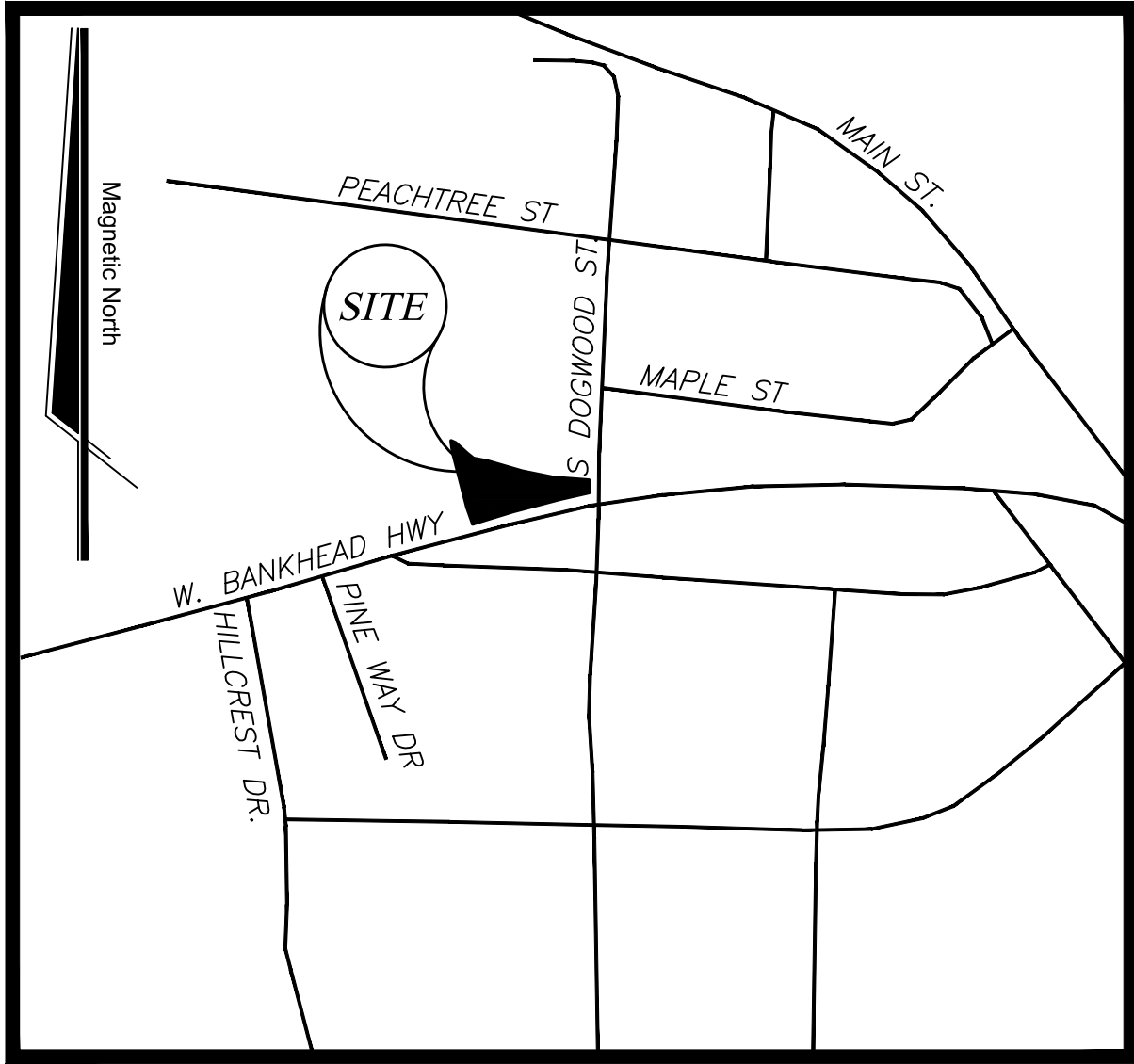
If granted, the proposed variance will not create or cause excessive or burdensome use of existing infrastructure, transportation facilities, or schools, and will have no adverse effects on the environment or surrounding natural resources.

We appreciate your consideration of our request.

Please contact me anytime with questions or thoughts you may have and thank you.

Sincerely,

Amanda Kathleen Woodruff, P.E.



LOCATION MAP
NOT TO SCALE

AV HUNTINGTON STATION, LLC
1221 AVE OF THE AMERICAS
NEW YORK, NY 10020

OWNER

ATAI CONSTRUCTION

ROHAIL HADA
404-610-6630

DEVELOPER

CONSTRUCTION PLANS FOR
VILLA RICA C-STORE

395 WEST BANKHEAD HIGHWAY

VILLA RICA, GEORGIA

LAND LOT 162 ~ 6TH

PIN: ---

CARROLL COUNTY, GA

12/2/2022

CONSTRUCTION NOTES:

1. 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. Any discrepancy shall be immediately reported to the owner or his representative.

2. Notify the inspector of the local governing authority 24 hours before every phase of construction.

3. All work shall comply with all applicable local, state, and federal codes. The contractor, at his expense shall obtain all necessary licenses and permits, unless already obtained by the owner.

4. The contractor shall coordinate location and installation of all underground utilities and appurtenances to minimize disturbing curbing, paving and all other utilities. ALL NEW UTILITY LINES SHALL BE INSTALLED UNDERGROUND.

5. The existing utilities shown are for the contractor's convenience only. There may be other utilities not shown on these drawings. The utilities shown are those located by the surveyor of record. The engineer assumes no responsibility for the location of the utilities shown. It shall be the contractor's responsibility to verify the locations of all utilities within the limits of work. All damage made to existing utilities by the contractor shall be the sole responsibility of the contractor.

6. Deviations from these plans and specifications without prior consent of the engineer and the municipality may be cause for the work to be unacceptable.

7. All materials shall be new unless used or salvaged materials are authorized by the owner.

8. The contractor shall furnish and maintain all necessary barricades around the work and shall provide protection against water damage and soil erosion.

9. All work shall be performed in a finished and workmanlike manner to the entire satisfaction of the owner, and in accordance with the best-recognized trade practices.

10. The contractor shall provide sheeting and shoring for all trench construction in accordance with OSHA guidelines.

11. All pipe lengths shown are to the centerline of the structures unless specifically noted.

12. Pipes (storm and sanitary sewer) shall be laid on smooth, continuous grades with no visible bends at the joints.

13. Bedding requirements specified herein are to be considered as minimum required for relatively dry stable earth conditions. Additional bedding shall be required for rock trenches to provide such additional bedding as required to properly construct work.

14. All storm drainage inlet structures shall have metal ring and cover for access.

15. All angles shown are 90 degrees unless shown otherwise.

16. All grades shown are finished grades. Contractor shall verify dimensions, grades, and existing elevations prior to construction.

17. Concrete curbs shall be constructed in accordance with the details shown on plans. Materials, equipment, methods of construction and workmanship shall conform to state D.O.T. standard specifications.

18. All concrete shall have 3000-PSI compressive strength after 28 days, with a maximum slump of four (4) inches, unless specified otherwise.

19. All exposed concrete shall have a fine hair broomed finish.

20. Parking and driveway base course and asphaltic concrete surface and prime materials, equipment, methods for construction and workmanship shall conform to state D.O.T. standard specifications.

21. Contractor to field verify all storm, sanitary, water and other utilities locations and inverts prior to installation of any utilities. Notify engineer prior to proceeding with any work if discrepancies found.

22. Contractor shall use concrete thrust blocks for installation of water mains.

23. All dimensions are measured to the back of curb unless otherwise noted.

24. Plans, Details and Structural Design of Retaining Wall System To Be Performed By Others.

25. Size and Location of Any Stormwater Lateral Piping for Roof Drainage or French Drain for Landscaping Drainage to be Established Prior to Installation of Primary Site Drainage Piping.

EARTHWORK SPECIFICATIONS:

1. Clearing and Grubbing

1.1. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, logs, snags, brush, undergrowth, heavy growth of grass, weeds, fence structures, debris and rubbish of any nature, natural obstructions such as objectionable soil material unsatisfactory for foundations. It shall also consist of grubbing of stumps, roots foundations and disposal of all such material. All holes remaining after the grubbing operation in embankment areas and in excavation areas less than two (2) feet in depth, shall have sides broken down and leveled if necessary to flatten out slopes, refilled with acceptable material that is properly compacted in layers by tampers, rollers or construction equipment.

1.2. Burning on site is not permitted without written approval of the local governing authorities having jurisdiction.

2. Existing trees and area outside of grading limits line

2.1. Trees and vegetation to be saved shall be protected from damage by a fence barricade prior to, or during, clearing operations. Trees to be saved shall be designated by the

owner. No trees are to be removed from the area outside the limits of grading or from specifically designated areas within the construction areas. If, in the opinion of the engineer, a contractor damages a tree not to be removed, the contractor will be fined a predetermined amount for each damaged tree. The contractor shall also be responsible for all costs associated in removing the damaged trees from the site.

3. Fill

3.1. All vegetation such as roots, brush, heavy growth of grass, topsoil, all decayed vegetable matter, rubbish, and other unsuitable material within the area upon which fill is to be placed shall be stripped or be otherwise removed before the fill operation is started. In no case shall unsuitable material remain in or under the fill area. Sloped ground surface steeper than one vertical to four horizontal, on which fill is to be placed, shall be placed, stepped or benched in such a manner that the fill to be placed shall be 95 percent of the maximum laboratory dry density according to standard proctor (ASTM T99, ASTM D-698). Moisture content shall be within 3 percent of the optimum moisture content. Prol-rail the areas to be filled or on which structures are to be placed. A loaded dump truck or other rubber tired equipment shall be used proof-rolling. Overlapping passes of a vehicle should be made across the site in one direction and then perpendicular to the original direction of rolling.

3.2. Any yielding, pumping or soft areas should be cut out and replaced with fill compacted as described herein.

3.3. The proposed fill should be limited to soils classified in accordance with ASTM D-2487 as GM, GC, SW, SM, SC, ML and CL. Soil classified as PT, OH, OL, CH and MH are not satisfactory as compacted fill.

3.4. Fills and embankments shall be constructed at the locations and to the lines and grades indicated on construction plans. The slope shall not exceed two feet horizontal to one foot vertical. The completed fill shall correspond to the shape of the typical sections indicated on the construction plans. Material removed from the excavation shall be used in forming the fill. Fill material shall be reasonably free from roots, other organic material, trash and stones having maximum dimensions greater than 6 inches (4 inches in trenches for utilities). No frozen material will be permitted in the fill. Stones having a maximum dimension of 4 inches will not be permitted in the upper six inches of fill or embankment or utility trench. The material shall be placed in successive horizontal layers not more than 8 inches thick, unless otherwise noted, in loose depth for the width of the cross-section and shall be compacted to at least 95 percent of the maximum laboratory dry density according to standard proctor (ASTM D-698, ASTM T-99). Moisture shall be within 3 percent of the optimum moisture content. The top 12 inches of the paving, parking and/or roadway sub-grade shall be compacted to 95 percent of the maximum dry density (standard proctor). Each lift shall be rolled with a vibratory roller, a sheepfoot roller, or a loaded rubber tired dump truck, scraper or loader. If the soil is to dry, a water truck with spreader bar or spray hose shall be used to bring the soil to the proper moisture range. The water shall be thoroughly and properly mixed with the soil prior to compaction.

3.5. Storm drain pipes shall be placed on firm bottom and hand tamped to safe up the pipe. A cushion of soil shall be tamped above the crown of the pipe in accordance with the pipe manufacturer's recommendations so that the heavier compaction equipment can then be used to bring the soil to a density as described above for fill areas.

3.6. If soils investigation report is provided, then follow the recommendations of the report. If they exceed the recommendations of these specifications.

4. Topsoil

4.1. Unless otherwise specified, areas designated for grading operations that contain a blanket of topsoil shall be stripped and placed in convenient stockpiles for later use as a topsoil blanket on the new graded areas specified herein, or as designated. Topsoil shall be stripped from all areas designated to receive fill. The stripping of material for topsoil shall be carefully determined and only the quantity required shall be stockpiled. Material stockpiled shall be stored in a satisfactory manner to afford proper drainage. When grading operations permit, instead of stockpiling, the topsoil shall be hauled and spread directly on the areas designated to receive topsoil.

5. Rock excavation

5.1. If rock is encountered, clear away earth to expose material. Notify owner and receive written instructions prior to excavation. Remove rock to a depth of 6 inches below and 8 inches on each side of pipes in trenches. A measurement of the extent of rock to be removed shall be made. Rock excavation shall be paid for in accordance with agreement with the owner.

6. Earthwork Balance

6.1. The contractor shall be responsible for verification of earthwork quantities and shall not rely on calculations provided by the engineer. If, in the opinion of the contractor, it is desired to adjust the building elevation or any of the grading, he shall notify the engineer for authorization and coordination of any necessary revisions to proposed or existing features impacted by such a change.



Code Enforcement
Building Inspections
Geographic Information Systems
Licensing
Permitting
Planning & Zoning

571 W Bankhead Highway
Villa Rica, Georgia 30180

www.villarica.org
770.459.7000 (t)
770.459.7003 (f)

February 27, 2023

Naureen Lalani
MQSK, LLC
1400 Indian Trail Lilburn Road
Norcross, GA 30093
(Via Email ONLY - naureen@ataiconstruction.com)

Re: Variance Confirmation Letter; Land Lot 162, District 6, Carroll County; Parcel #: V02 0070104

To Ms. Lalani:

This letter is to confirm that the City Council approved a variance request on the above-cited property on November 8th, 2022 from city stream buffer requirements. The City Council approved an encroachment of no more than 9,235 square feet into the 75' stream buffer and no more than 2,552 square feet from the 50' stream buffer. This request was approved without conditions.

If you have any questions or comments, please feel free to contact the Community Development Department at (678) 840-1238.

Sincerely,

Ronald Johnson
Planning and Zoning Specialist

"Enclosure" City Council Minutes

cc: File

SHEET INDEX

SHEET	TITLE
1	COVER
2	EXISTING CONDITIONS
3	SITE PLAN
4	GRADING PLAN
5	EROSION CONTROL PLAN
6	UTILITY PLAN
7	LANDSCAPE PLAN
8-9	CONSTRUCTION DETAILS
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SET REVISIONS

REV	DATE	DESCRIPTION
A.0	12/2/2022	ISSUED TO CLIENT
B.0	2/27/2023	ADDRESS COUNTY COMMENTS
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WOODRUFF
Design Associates

3301 Stewart Lake Road
Monroe, GA 30655



LEVEL II CERT. #: 29524

24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630

ESPCP CERTIFICATION:

I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for an appropriate and comprehensive system of best management practices required by the Georgia Water Quality Control Act and the document "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the State Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted; provides for the sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of best management practices and sampling methods is expected to meet the requirements contained in the General NPDES Permit No.GAR100001.

Kathleen Woodruff, P.E. (#36372)
SWCC Level II Cert. #29524

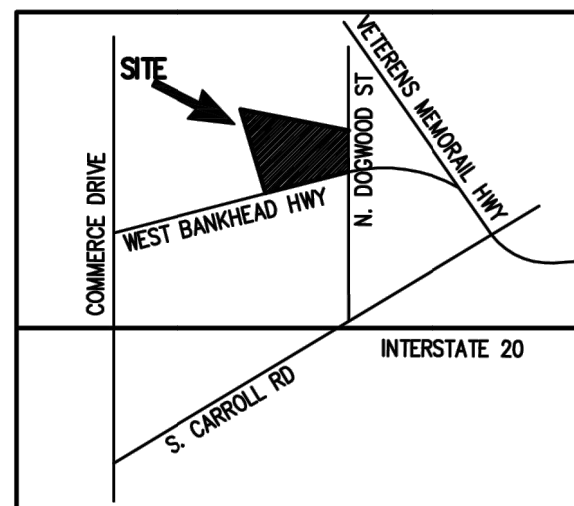
2/27/2023
Date

VILLA RICA C-STORE
LAND LOT 162 ~ 6TH DISTRICT
PIN: ---
CARROLL COUNTY, GA
1.2 ACRES
(±0.6 ACRES DISTURBED)
ZONING: CI
CDP: ---
ISSUE: B.0

LEGEND

RBF REBAR FOUND
(1/2" REBAR)
CRS CAPPED REBAR SET
(1/2" REBAR)
OTF OPEN TOP FOUND
CTF CRIMP TOP FOUND
● JUNCTION BOX
● LAND LOT LINE
○ LIGHT POLE
○ MANHOLE
○ PROPERTY LINE
○ BUILDING LINE
○ CHAIN LINK FENCE
○ SEWER CLEAN OUT
○ DRAINAGE EASEMENT
○ DROP INLET
○ REBAR FOUND
○ RIGHT-OF-WAY
○ SANITARY SEWER EASEMENT
○ CRITICAL ROOT ZONE

UE UTILITY EASEMENT
FIRE HYDRANT
SINGLE WING CATCHBASIN
DOUBLE WING CATCHBASIN
WATER VALVE
GAS VALVE
HEADWALL
P-PINE TREE
HW-HARDWOOD



VICINITY MAP nts

GENERAL NOTES

THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.

THERE WAS NO OBSERVED EVIDENCE OF ANY CEMETERIES OR FAMILY BURIAL SITES.

THERE ARE NO PROPOSED CHANGES IN THE STREET RIGHT OF WAY FOUND AT THIS TIME.

THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

THERE WAS NO EVIDENCE OF ANY SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

THERE WERE NO ENCROACHMENTS OBSERVED AT TIME OF SURVEY EXCEPT AS SHOWN.

THERE WERE NO WETLAND AREAS FLAGGED AT TIME OF SURVEY.

UTILITIES SHOWN HEREON ARE THOSE VISIBLE OR MARKED. SCI DID NOT SUBMIT ANY REQUEST TO UTILITY LOCATORS AND NONE WERE FLAGGED AT THE TIME OF SURVEY

THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO WEST BANKHEADHIGHWAY AND NORTH DOGWOOD STREET, BOTH BEING PUBLIC RIGHT-OF-WAYS.

SUBJECT PROPERTY IS FULLY SERVED BY ALL PUBLIC UTILITIES LOCATED IN THE ADJACENT RIGHT-OF-WAY.

SURVEY NOTES

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND ACCURATE TO WITHIN ONE FOOT IN 288,878 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000± FEET AND AN ANGULAR ERROR OF 0.2" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

A NIKON - TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PROPERTY ADDRESS:

395 WEST BANHEAD HIGHWAY
VILLA RICA, GA.

FLOOD NOTE

BASED ON GRAPHIC DETERMINATION, THIS PROPERTY DOES NOT LIE IN A SPECIAL F.E.M.A./F.I.R.M. FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 13045C0156D DATED 9/19/07

TRACT AREA:

1.2+/- ACRES

ZONING: VR

*ZONING INFORMATION PER ZONING REPORT BY ZONING INFO, INC DATED NOVEMBER 9, 2017
VILLAGE RESIDENTIAL DISTRICT (CITY OF CHAMBLEE)

SETBACKS:
FRONT-10 FEET
SIDE -7.5 FEET
REAR - 20 FEET

MAX. BUILDING HEIGHT: 48 FEET
PARKING REQUIREMENTS:
1.5 SPACES/UNIT. UP TO 1,500 S.F.
(1.5x290 UNITS=435 SPACES REQUIRED)

2.5 SPACES/UNIT > THAN 1,500 SF
(2.5x40 UNITS=100 SPACES REQUIRED)
TOTAL REQUIRED SPACES: 535

PARKING PROVIDED

STANDARD: 601
HANDI-CAP 16
TOTAL 617

CURRENT OWNER

AV HUNTINGTON STATION, LLC
1221 AVE OF THE AMERICAS
NEW YORK, NY 10020
DEED BOOK 23409, PAGE 572

REVISIONS

1.
2.
3.
4.
5.

SCI Development Services
ENGINEERS - SURVEYORS - PLANNERS

2020 WESTSIDE COURT - SUITE E - SNELLVILLE, GEORGIA 30078
(770) 736-7666 FAX (770) 736-4623
MAIL@SURVEYCONCEPTS.NET



SHERMAN STRICKLAND
395 WEST BANKHEAD HIGHWAY
LAND LOT 162 6th DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA REF. IN DB. 481, PG. 72

SURVEY FOR:

DATE 3/15/17 DRAWN DCP CHECKED JAS
SCALE 1"=30'
SHEET TITLE

SURVEY

PROJECT NUMBER
53015

TITLE EXCEPTIONS

ITEMS FROM SCHEDULE B-II FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 2644.22-O DATED AUGUST 31, 2017

- Easement from L. Sherman Strickland to Georgia Power Company, dated September 3, 1993, recorded at Deed Book 803, Page 542, Records of the Clerk of the Superior Court of Carroll County, Georgia.
DOES AFFECT-SHOWN
- Right of Way Easement from B.P. Neal and W.N. Tillman to State Highway Department of Georgia dated November 3, 1960, recorded at Deed Book 129, Page 234, aforesaid records MAY AFFECT-CANNOT PLOT
- Rights of upper, lower and adjacent riparian owners in and to the waters of a creek and the natural flow thereof, free from diminution or pollution.
DOES AFFECT-SHOWN

RECORD LEGAL DESCRIPTION

All that tract or parcel of land, lying and being in Land Lot 762 of the 6th District, Carroll County, Georgia, and being more described as follows:

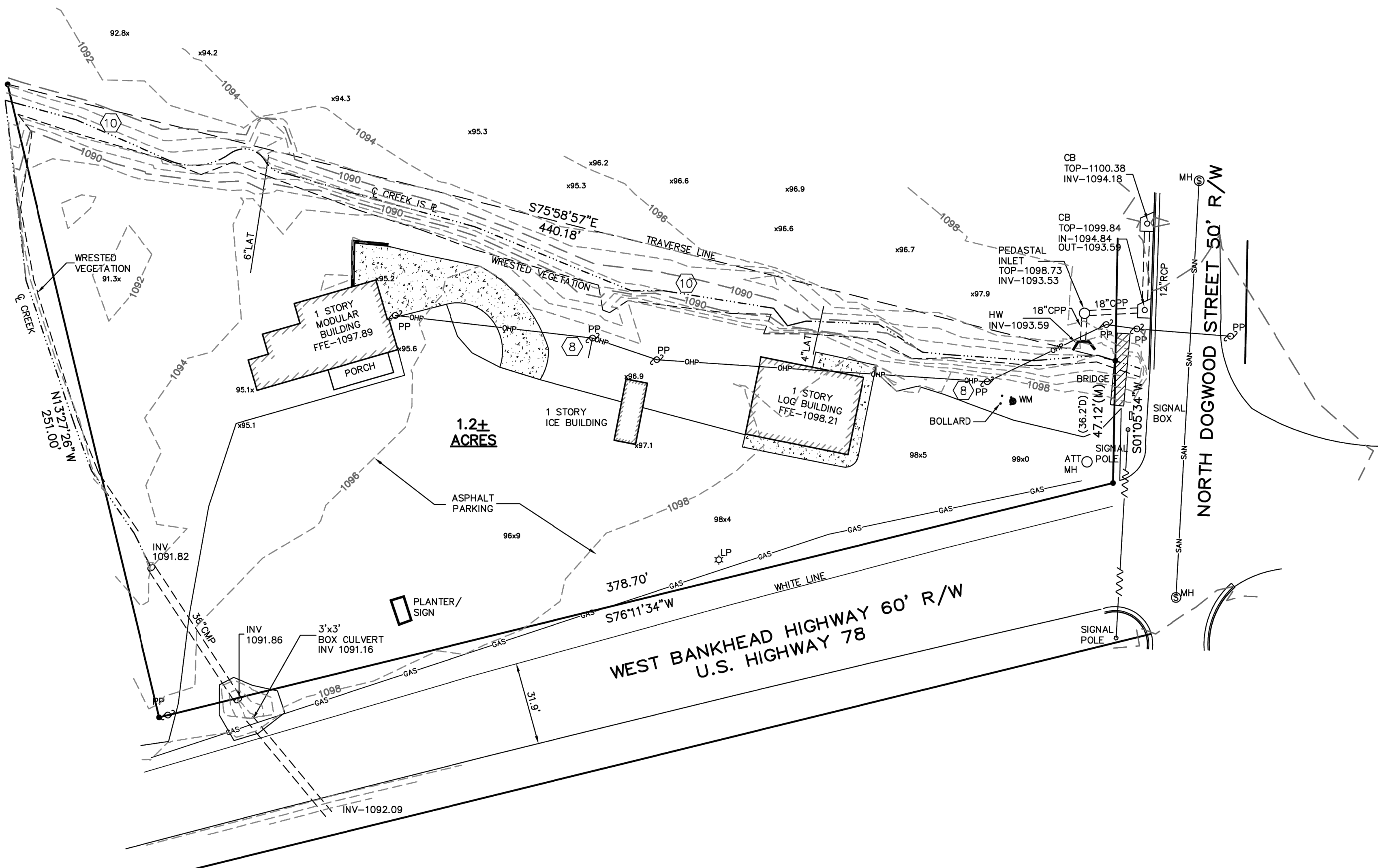
BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (60' r/w); thence along the northerly right-of-way line of West Bankhead Highway S73°39'W 378.7 feet to an iron pin found; thence N16°0'W 251 feet to a point; thence to a point in the center of a stream, thence in a southeasterly direction following the meanderings of the center of said stream to the point of intersection of the center line of said stream and the west right-of-way line of North Dogwood Street; thence along said right-of-way line of North Dogwood Street S01°27'E 36.2 feet to the point of beginning.

SURVEYED LEGAL DESCRIPTION

All that tract or parcel of land, lying and being in Land Lot 762 of the 6th District, Carroll County, Georgia, and being more completely described as follows:

BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (aka U.S. Highway 78) (60' r/w); running thence along the northerly right-of-way line of West Bankhead Highway S76°11'34"W a distance of 378.70 feet to a capped rebar set; thence leaving said right-of way and running N13°27'26"W a distance of 251.0' to a point in the centerline of a stream and being Point "A"; thence following the meanderings of said stream 450 +/- feet to the intersection of said stream and the westerly right-of-way line of North Dogwood Street, said point being Point "B"; (to get from Point "A" to Point "B" and following a traverse line, leaving point "A" in the centerline of said stream and running S75°58'57"E a distance of 440.18 feet to Point "B"); thence following the westerly right-of-way line of North Dogwood Street S01°05'34"W a distance of 47.12 feet to the POINT OF BEGINNING.

Said tract or parcel of land contains 1.2 +/- acres



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

SURVEYOR'S CERTIFICATION

To: Casey Investment Group, LLLP and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1-5, 6(b)(7)(a), 7(b)(1), 7(c), 8, 11(a), 13, 14, 16, 17-19, and 20(a) of Table A thereof.

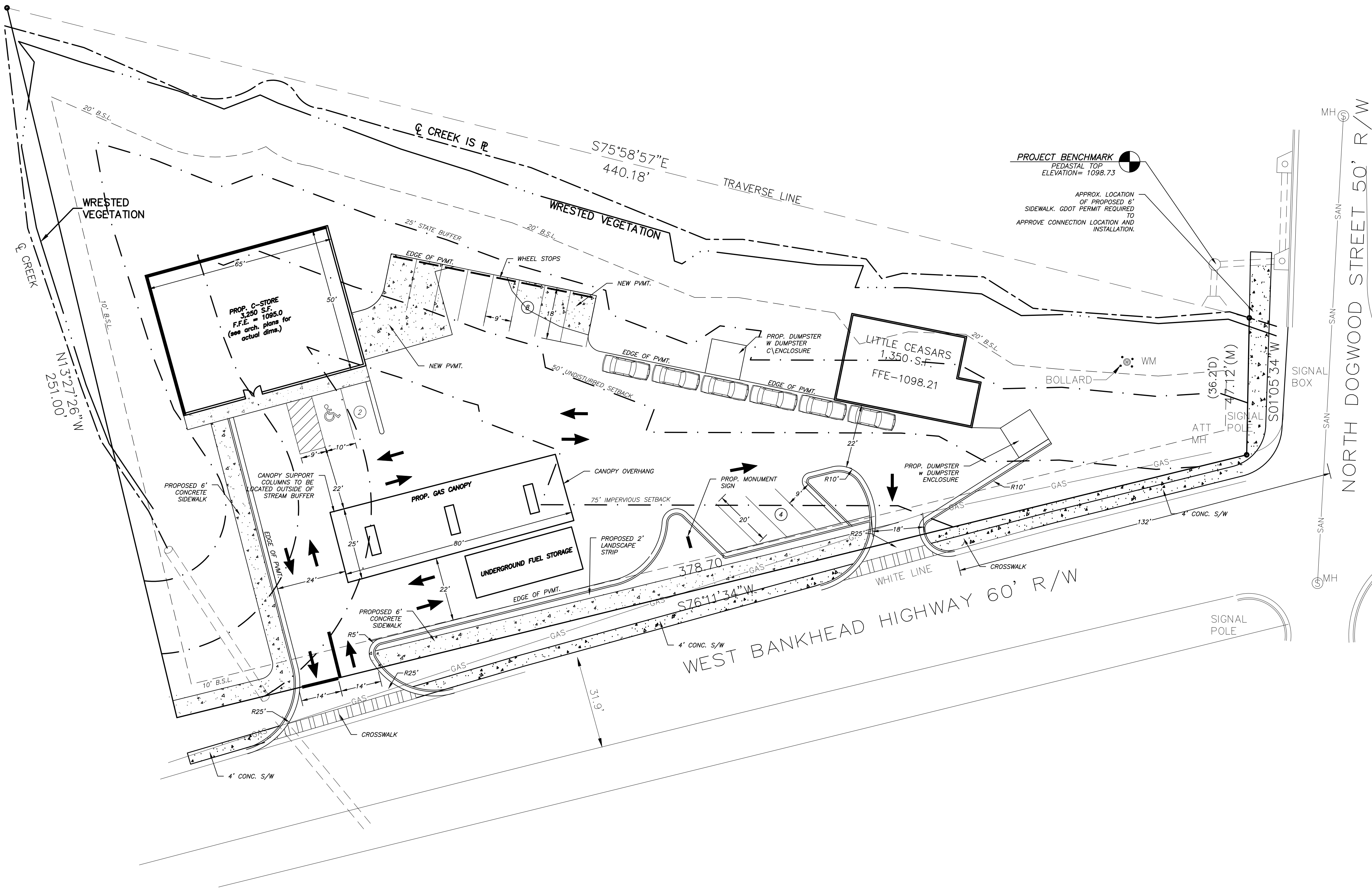
Date of Plat: September 12, 2017

John A. Steerman
Registration No. 2576 Expiration Date: 12/31/18

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.



Magnetic North



- PROJECT NOTES:**
- Owner:** Ati Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Ati Construction

CONTACT: ---
PHONE: ---
ENGINEER: Woodruff Design Associates
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- CONTACT:** Rohail Hada
PHONE: 404-610-6630
1. Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 2. Zoning: C1.
 3. Building Setbacks:
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
 4. Proposed Bldg use is Commercial.
 5. Existing building height: ---. New building height: ---.
 6. Total tract contains 1.2 acres/disturbed area=0.6 acres ± including R-O-W. DENSITY = 0.00 SF/AC.
 7. Boundary information obtained from survey by SCI Development Services dated 3/15/2017.
 8. Topographical information obtained from SCI Development Services dated 3/15/2017.
 9. Vertical datum for topography is based on NAVD.
 10. Contour interval is two feet feet.
 11. This property is shown on F.L.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.
 12. Utilities:
Water - Carroll County
Sanitary Sewer - Carroll County
 13. The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
 14. The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.
 15. Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.
 16. There are no drive-up window(s) to be installed.
 17. No billboards are permitted.
 18. There is one dumpster(s) associated with this project.
 19. There are no overhead doors on this project.
 20. No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 21. All new utility lines shall be located underground.

PARKING REQUIREMENTS:

CITY REQUIREMENT	REQUIRED MINIMUM	PARKING PROVIDED
C-STORE	6 Pumps	10
Little Ceasars	4 Employees	4
5 SPC. PER 1000 SF		
TOTAL	10	14

* INCLUDES 1 A.D.A VAN PARKING SPACES (1 REQUIRED)



IF YOU DIG GEORGIA...
CALL US FIRST!

811

IT'S THE LAW

24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630

LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

SITE PLAN FOR
VILLA RICA C-STORE



LEVEL: 11.6151' ±, 22924

SITE PLAN

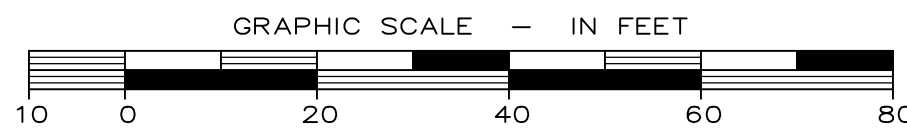
12/21/2022

SCALE: 1" = 20'

Job: 2022-LSA-17

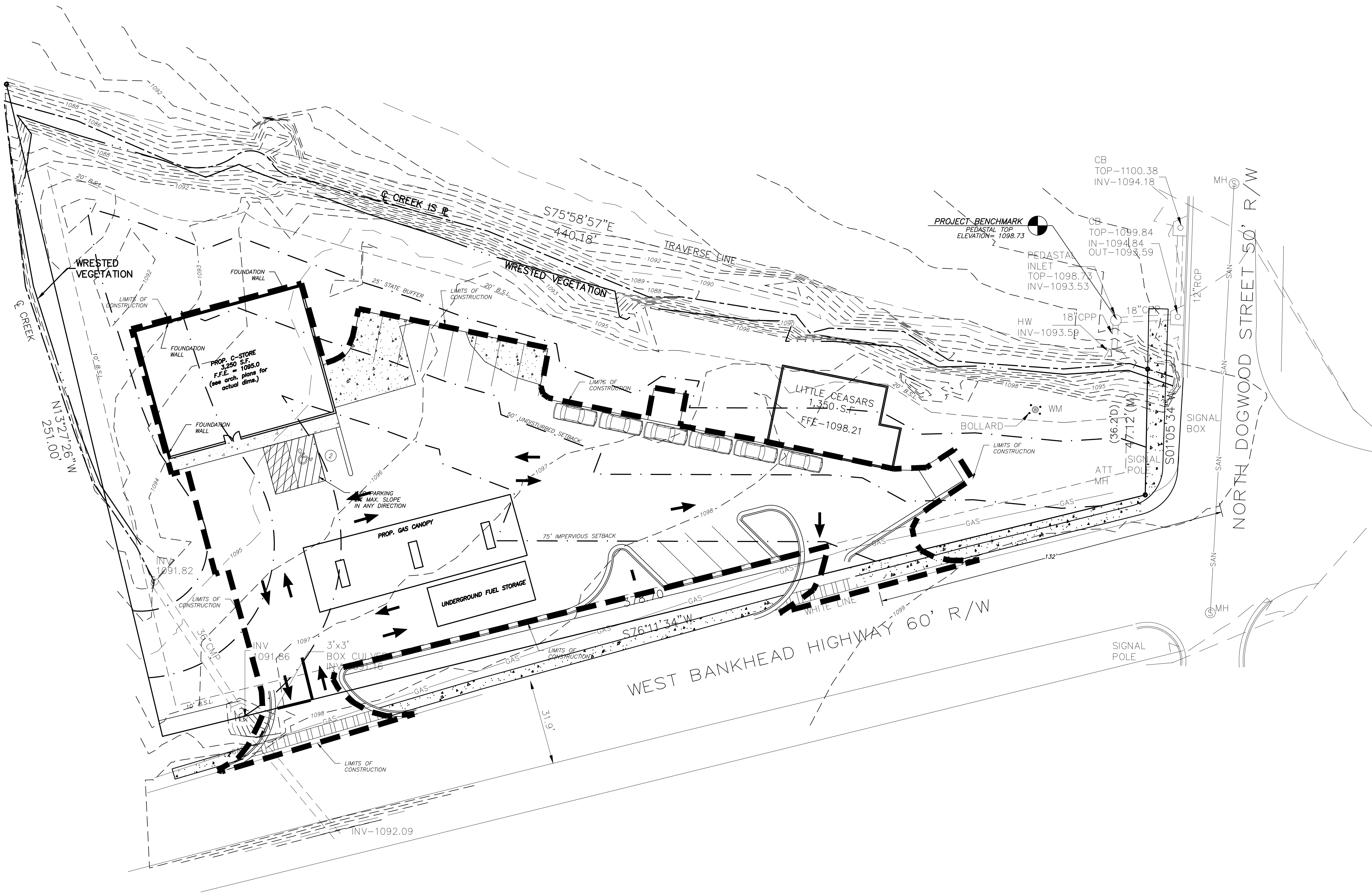
ISSUE: B.0

SHEET 3 OF 9



Woodruff
Design Associates
3301 Stewart Lake Road
Montrose, GA 30655

Magnetic North



- PROJECT NOTES:**
- Owner:** AV Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Atai Construction

CONTACT: ---
PHONE: ---
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
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 - There are no drive-up window(s) to be installed.
 - No billboards are permitted.
 - There is one dumpster(s) associated with this project.
 - There are no overhead doors on this project.
 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.

OPEN SPACE PERCENTAGE

TOTAL SITE: 1.2 AC = 52,272 SQFT

OPEN SPACE PROPOSED: 25,668 SQFT

(25,668 / 52,272)* 100 = 49.1%



IF YOU DIG GEORGIA...
CALL US FIRST!

811

IT'S THE LAW

24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630

LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

GRADING PLAN FOR
VILLA RICA C-STORE



LEVEL: 11.4151' ±, 22024

GRADING PLAN

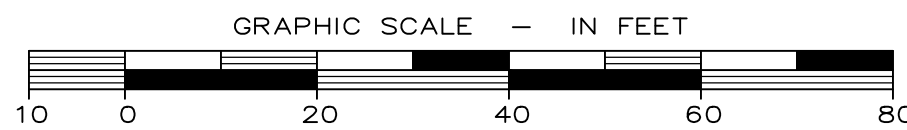
12/21/2022

SCALE: 1" = 20'

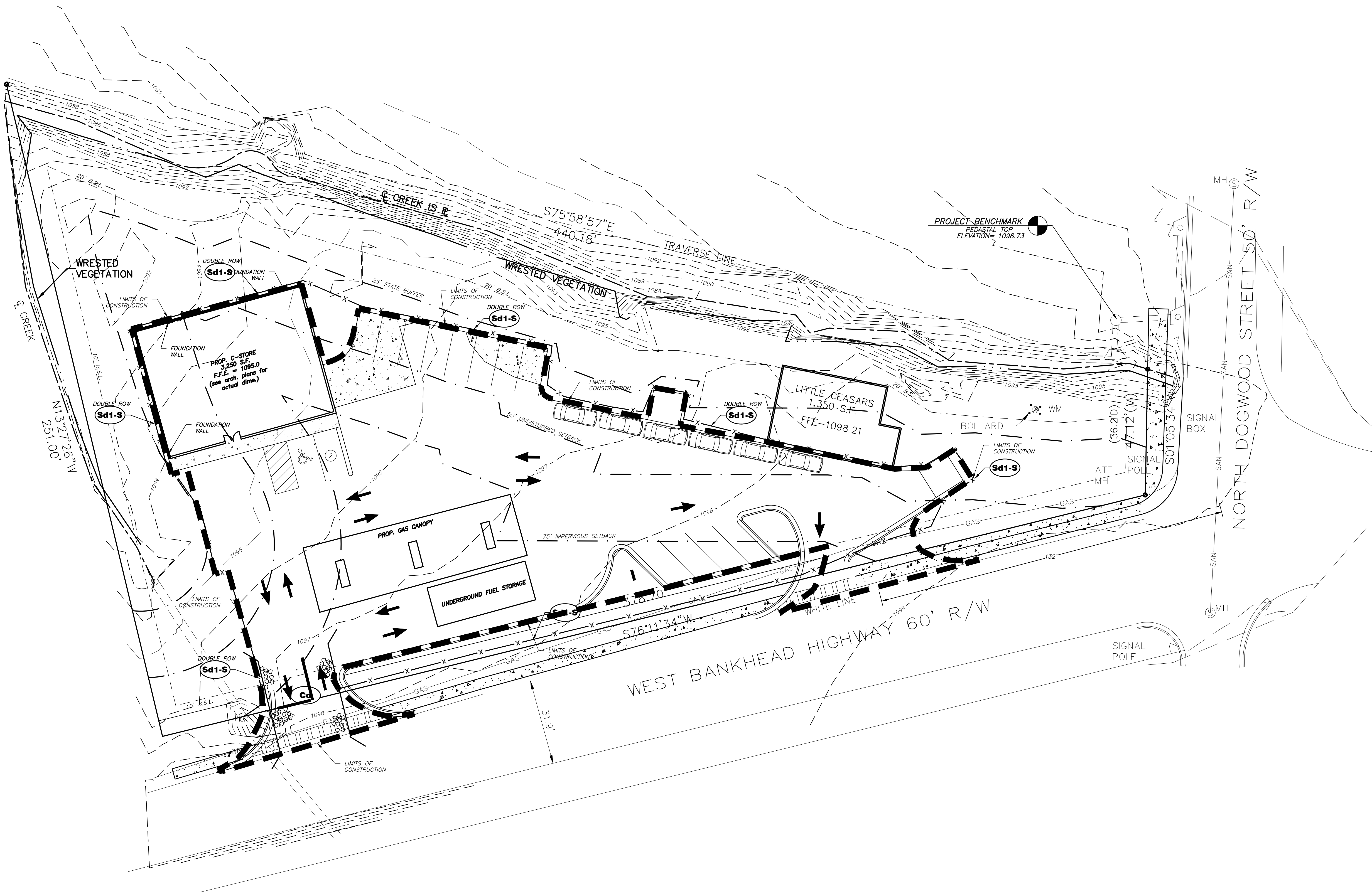
Job: 2022-LSA-17

ISSUE: B.0

SHEET 4 OF 9

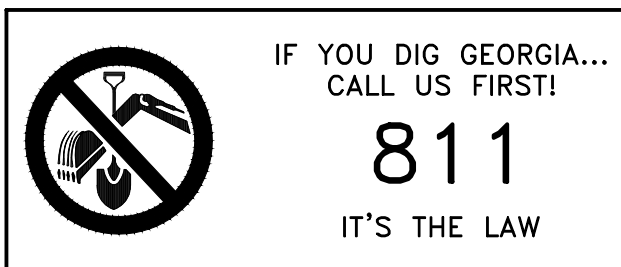


Magnetic North



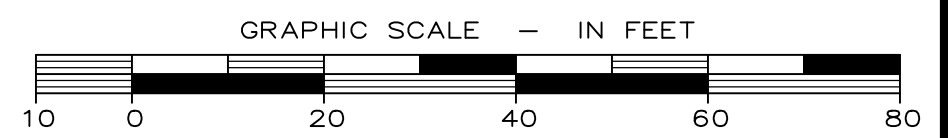
- PROJECT NOTES:**
- Owner:** AV Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Atai Construction

CONTACT: ---
PHONE: ---
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 - Zoning: C1.
 - Building Setbacks:**
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
 - Proposed Bldg use is Commercial.
 - Existing building height: ---. New building height: ---.
 - Total tract contains 1.2 acres/disturbed area=0.6 acres ± including R-O-W. DENSITY = 0.00 SF/AC.
 - Boundary information obtained from survey by SCI Development Services dated 3/15/2017.
 - Topographical information obtained from SCI Development Services dated 3/15/2017.
 - Vertical datum for topography is based on NAVD.
 - Contour interval is two feet feet.
 - This property is shown on F.L.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.
 - Utilities:**
Water - Carroll County
Sanitary Sewer - Carroll County
 - The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
 - The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.
 - Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.
 - There are no drive-up window(s) to be installed.
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 - There are no overhead doors on this project.
 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.



24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630



LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

EROSION CONTROL PLAN FOR
VILLA RICA C-STORE

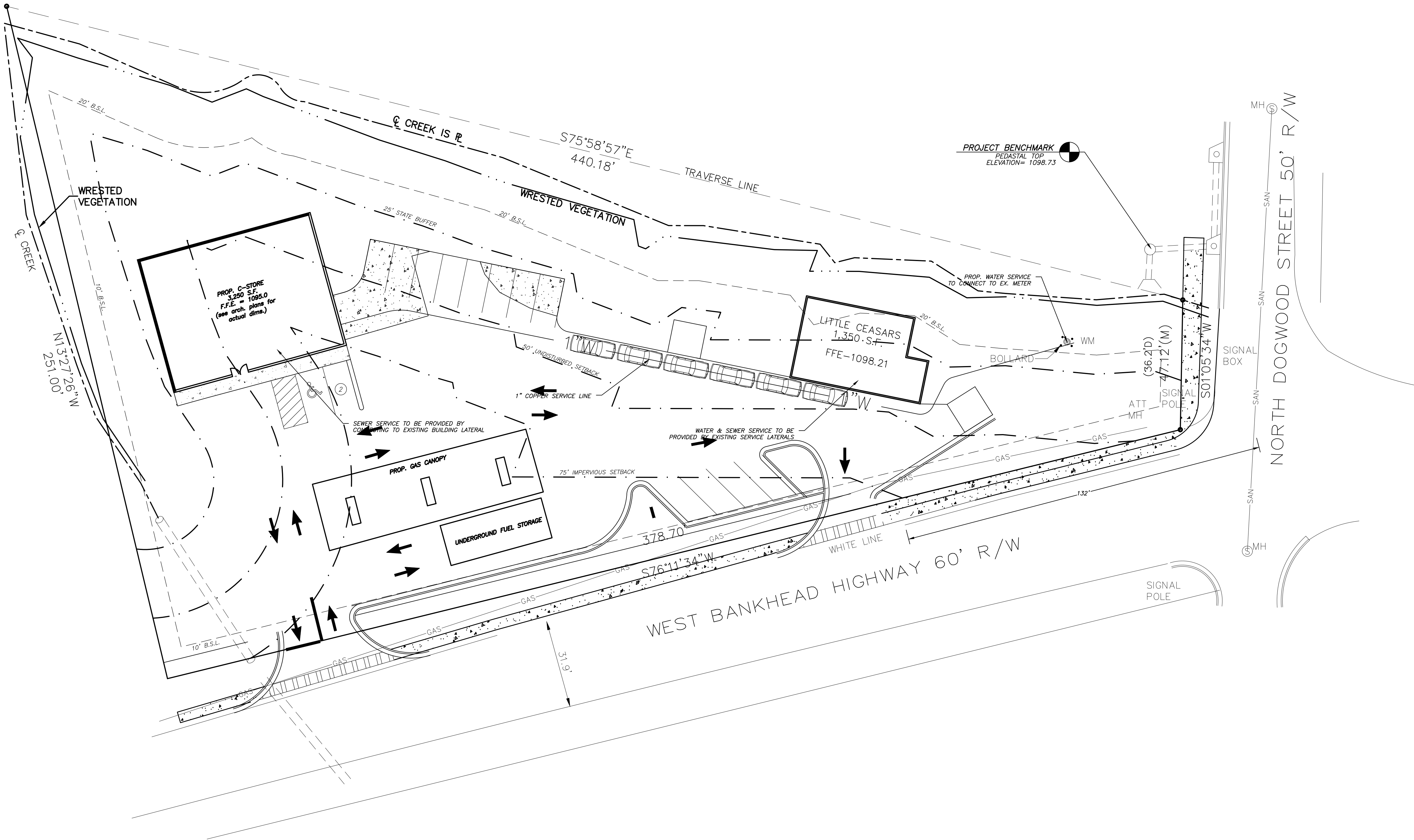


EROSION
CONTROL PLAN

12/21/2022
SCALE: 1" = 20'
JOB: 2022-LSA-17
ISSUE: B.0
SHEET 5 OF 9

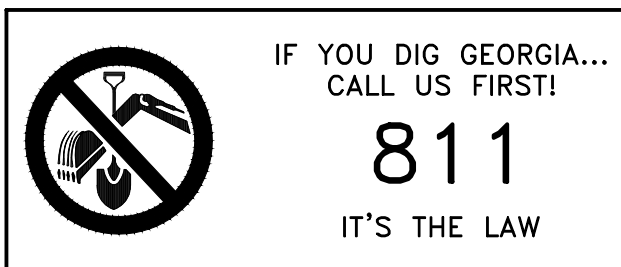
Woodruff
Design Associates
3301 Stewart Lake Road
Monroe, GA 30655

Magnetic North



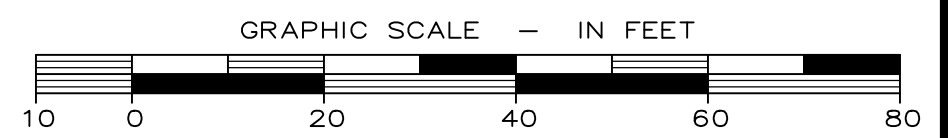
- PROJECT NOTES:**
- Owner:** Alt Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Alt Construction

CONTACT: ---
PHONE: ---
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 - Zoning: C1.
 - Building Setbacks:
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
 - Proposed Bldg use is Commercial.
 - Existing building height: ---. New building height: ---.
 - Total tract contains 1.2 acres/disturbed area=0.6 acres ± including R-O-W. DENSITY = 0.00 SF/AC.
 - Boundary information obtained from survey by SCI Development Services dated 3/15/2017.
 - Topographical information obtained from SCI Development Services dated 3/15/2017.
 - Vertical datum for topography is based on NAVD.
 - Contour interval is two feet feet.
 - This property is shown on F.L.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.
 - Utilities:
Water - Carroll County
Sanitary Sewer - Carroll County
 - The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
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 - No billboards are permitted.
 - There is one dumpster(s) associated with this project.
 - There are no overhead doors on this project.
 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.



24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630



LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

UTILITY PLAN FOR
VILLA RICA C-STORE



UTILITY PLAN

12/21/2022

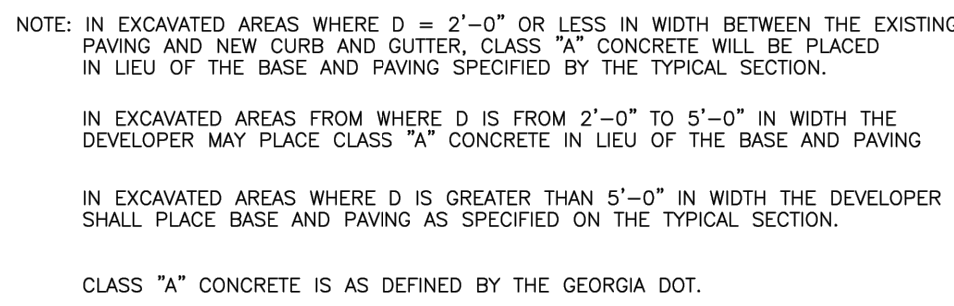
SCALE: 1" = 20'

Job: 2022-LSA-17

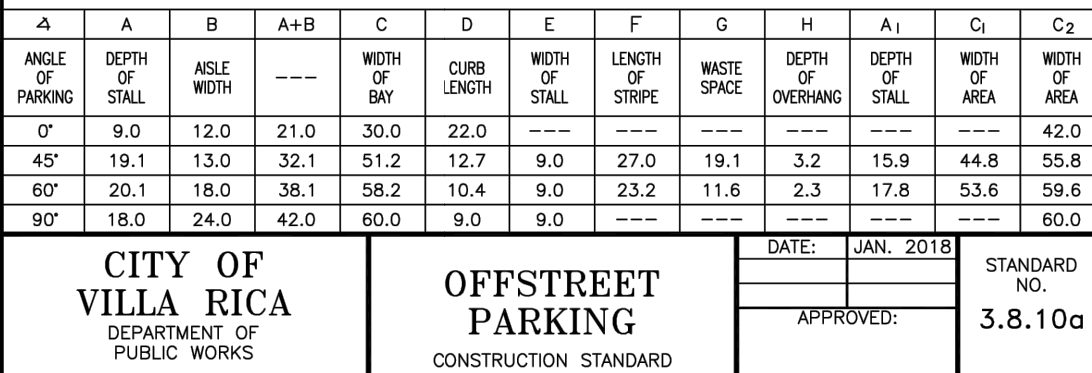
ISSUE: B.0

SHEET 6 OF 9

Woodruff
Design Associates
3301 Stewart Lake Road
Monroe, GA 30655



CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	PAVEMENT WIDENING CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.04
		APPROVED:	

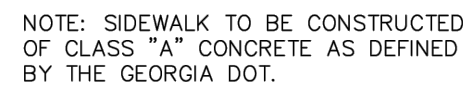


CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	OFFSTREET PARKING CONSTRUCTION STANDARD	DATE:	JAN. 2018	STANDARD NO. 3.8.10b
		APPROVED:		

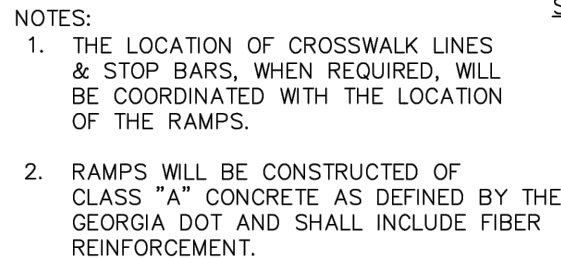


- NOTES:**
1. PERMISSION MUST BE OBTAINED TO OPEN CUT EXISTING ROADS.
 2. ROADWAYS WILL GENERALLY BE BORERD OR TUNNELED FROM DITCH LINE TO DITCH LINE.
 3. BED AS PER APPLICABLE UTILITY SPECIFICATION.

CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	TYPICAL STREET CUT REPAIR CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.11
		APPROVED:	



CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	SIDEWALK CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.15
		APPROVED:	



CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	WHEELCHAIR RAMP CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.16
		APPROVED:	



24" STANDARD CURE

6" x 24" x 12"
3000 P.S.I. CONC. @ 28 DAYS
1/2" EXPANSION JOINTS OR PREMOLDED BITUMINOUS
EXPANSION JOINT MATERIAL SHALL BE PROVIDED AT ALL
STRUCTURES AND RADIUS POINTS & AT INTERVALS NOT TO
EXCEED 250' IN THE REMAINDER OF THE CURB & GUTTER.



- NOTES:
1. CONCRETE - 3000 P.S.I. @ 28 DAYS.
 2. PROVIDE 1.5" DEEP TRANSVERSE GROOVES AT 5.0' INTERVALS.
 3. PROVIDE 0.5" WIDE EXPANSION JOINT @ 50' INTERVALS AND AT ALL CURBS, RIGID STRUCTURES, AND RIGID PAVEMENT.
 4. TOOL ALL EXPOSED EDGES AND JOINTS TO 1/4" RADIUS.
 5. BROOM FINISH ACROSS DIRECTION OF TRAVEL.



NOT TO SCALE

Hc sign

Results:

Parcel ID - V07 0030004

Alt Id - 31105

Address - 406 WESTVIEW DR

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.56

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR

CARROLLTON, GA 30117

Parcel ID - V07 0030003

Alt Id - 31104

Address - 408 WESTVIEW DR

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.77

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR

CARROLLTON, GA 30117

Parcel ID - V07 0030002

Alt Id - 31103

Address - 412 WESTVIEW DR

Owner - BELISLE ROSE M

Acres - 0.86

View: [Report](#) | [Field Definitions](#)

BELISLE ROSE M

412 WESTVIEW DR

VILLA RICA, GA 30180

Parcel ID - V07 0030016

Alt Id - 31117

Address - 418 WESTVIEW DR

Owner - MMV CONSTRUCTION LLC

Acres - 0.98

View: [Report](#) | [Field Definitions](#)

[MMV CONSTRUCTION LLC](#)

4125 CASHTOWN RD

BREMEN, GA 30110

Parcel ID - V07 0020002

Alt Id - 31102

Address - MONTGOMERY ST

Owner - BURNETT STUART E JR

Acres - 0.18

View: [Report](#) | [Field Definitions](#)

[BURNETT STUART E JR](#)

407 E MONTGOMERY ST

VILLA RICA, GA 30180

Parcel ID - V07 0010017

Alt Id - 31099

Address - 323 WESTVIEW DR

Owner - ALLEN MICHELLE

Acres - 0.18

View: [Report](#) | [Field Definitions](#)

[ALLEN MICHELLE](#)

5135 SPRING GLEN CT

DOUGLASVILLE, GA 30135

Parcel ID - V07 0020001

Alt Id - 31101

Address - 402 W BANKHEAD HWY

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.7

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR

CARROLLTON, GA 30117

Parcel ID - V07 0010001

Alt Id - 31084

Address - 364 W BANKHEAD HWY

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.52

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR

CARROLLTON, GA 30117

Parcel ID - V07 0010002

Alt Id - 31085

Address - 354 W BANKHEAD HWY

Owner - HAROLD E CRYE TRUSTEE OF THE AROLD E
CRYE REVOCABLE LIVING TRUST

Acres - 0.2

View: [Report](#) | [Field Definitions](#)

HAROLD E CRYE TRUSTEE OF THE AROLD E
CRYE REVOCABLE LIVING TRUST
354 W BANKHEAD HWY
VILLA RICA, GA 30180

Parcel ID - V07 0010014

Alt Id - 31096

Address - 344 W BANKHEAD HWY

Owner - UPTOWN COUNTRY LLC

Acres - 0.47

View: [Report](#) | [Field Definitions](#)

[UPTOWN COUNTRY LLC](#)
342 W BANKHEAD HWY
VILLA RICA, GA 30180

Parcel ID - V02 0010001

Alt Id - 29790

Address - 363 W BANKHEAD HWY

Owner - PIKE DOYCE R SR

Acres - 0.45

View: [Report](#) | [Field Definitions](#)

[PIKE DOYCE R SR](#)
3274 VETERANS MEMORTAL HWY
LITHIA SPRINGS, GA 30122

Parcel ID - V02 0070104

Alt Id - 29915

Address - 395 BANKHEAD HWY

Owner - MQSK LLC

Acres - 1.2

View: [Report](#) | [Field Definitions](#)

MQSK LLC
3125 TOUCHTON CT
DULUTH, GA 30097

Parcel ID - V02 0010017

Alt Id - 29803

Address - 359 BANKHEAD HWY

Owner - PIKE DOYCE R SR

Acres - 0.37

View: [Report](#) | [Field Definitions](#)

[PIKE DOYCE R SR](#)
3274 VETERANS MEMORIAL HWY
LITHIA SPRINGS, GA 30122

Parcel ID - V02 0010022

Alt Id - 37228

Address - 361 BANKHEAD HWY

Owner - PIKE DOYCE RAY SR

Acres - 0.66

View: [Report](#) | [Field Definitions](#)

PIKE DOYCE RAY SR 3274 VETERANS MEMORIAL HWY LITHIA SPRINGS, GA 30122

Parcel ID - V02 0070017

Alt Id - 29869

Address - 427 W BANKHEAD HWY

Owner - HAWSKBILL INVESTMENTS LLC

Acres - 4.15

View: [Report](#) | [Field Definitions](#)

HAWSKBILL INVESTMENTS LLC 223 LAUREL LAKES DR CARROLLTON, GA 30116
--

Parcel ID - V02 0060001

Alt Id - 38890

Address - 314 PEACHTREE ST

Owner - CARROLL CO BOARD OF ED

Acres - 14.65

View: [Report](#) | [Field Definitions](#)

CARROLL CO BOARD OF ED 164 INDEPENDENCE DR CARROLLTON, GA 30116

Parcel ID - V02 0070507

Alt Id - 59060

Address - W BANKHEAD HWY

Owner - HAWSKBILL INVESTMENTS LLC

Acres - 0.15

View: [Report](#) | [Field Definitions](#)

HAWSKBILL INVESTMENTS LLC 223 LAUREL LAKES DR CARROLLTON, GA 30116
--



APPLICATION FOR
VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: 03/31/2023

APPLICANT

Applicant Name: MQSK LLC

Address: 1134 Gavinwood Place, City: Decatur State: GA Zip: 30033

Phone: (470)502-3434 Fax: () - Email: office@ataiconstruction.com

Agent Name: Rohail Hada

Address: 1400 Indian Trail Lilburn Road NW City: Norcross State: GA Zip: 30093

Phone: (404)610-6630 Fax: () - Email: rohail@ataiconstruction.com

Owner Name (If different from applicant): _____

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

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 395 West Bankhead Highway, Villa Rica, GA

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

Signature of Applicant

03/31/2023
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

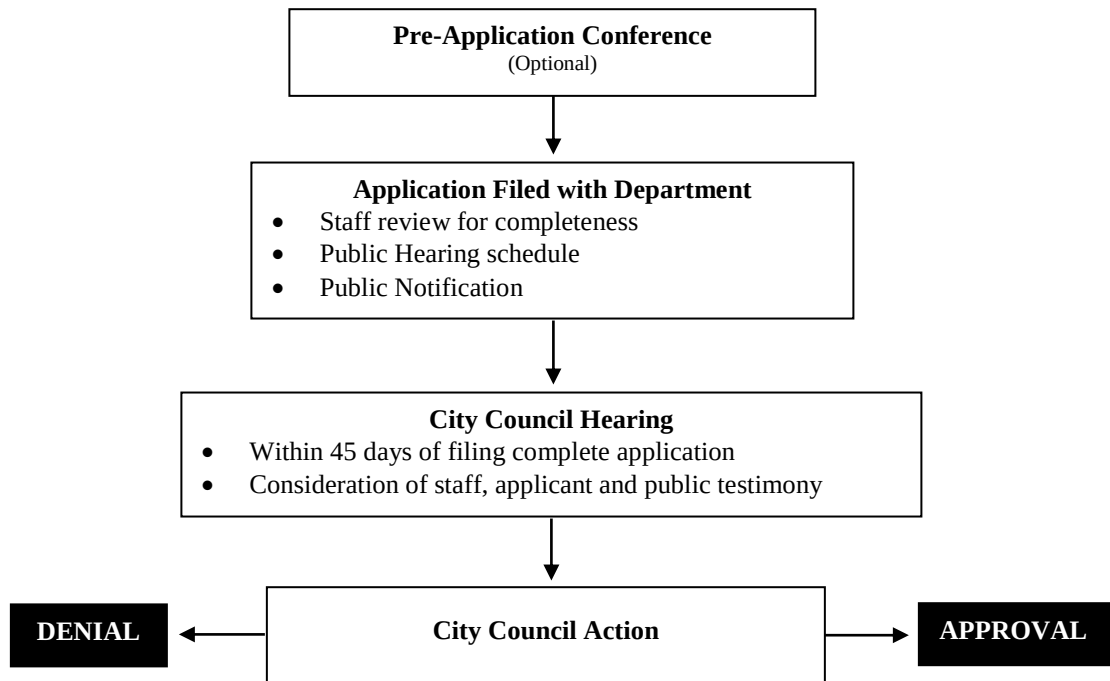
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



STATE OF GEORGIA

COUNTY OF Dallas

AFTER RECORDING RETURN TO
ROBERT L. LANEY, ESQ. (2644.22-3)
SLUTZKY, WOLFE AND BAILEY, LLP
2255 CUMBERLAND PARKWAY
BUILDING 1300
ATLANTA, GEORGIA 30339-4517

LIMITED WARRANTY DEED

THIS DEED made this 26th day of February 2018, between L. Sherman Strickland ("Grantor") and MQSK, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns, where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

SEE THE ATTACHED EXHIBIT "A"

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

AND, SUBJECT TO those matters of title described on the attached EXHIBIT "B" if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims by, under or through Grantor, but not otherwise.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR

Gregory D. Strickland

L. Sherman Strickland

by Gregory D. Strickland his attorney in fact
pursuant to General Power of Attorney
attached hereto as Exhibit "C"

Dana P. Segoni
UNOFFICIAL WITNESS

[SEAL]

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

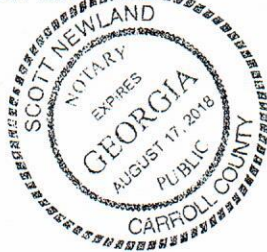


Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 162 of the 9th District of Carroll County, Georgia, and being more particularly described as follows: -- BEGIN-
NING at the intersection of the westerly right of way line of North Dogwood Street
(50 ft. right of way) and the northerly right of way line of West Bankhead Highway
(60 ft. right of way); thence along the northerly right of way line of West Bankhead
Highway south 73 degrees 39 minutes west 378.7 feet to an iron pin found; thence north
16 degrees 0 minutes west 251 feet to a point; thence to a point in the center of a stream;
thence in a southeasterly direction following the meanderings of the center of said stream
to the point of intersection of the center line of said stream and the west right of way
line of North Dogwood Street; thence along said right of way line of North Dogwood
Street south 1 degree 27 minutes east 36.2 feet to the point of beginning.

EXHIBIT "B"

1. Taxes and assessments for the year 2018 and subsequent years not yet due and payable.
2. Easement from L. Sherman Strickland to Georgia Power Company, dated September 3, 1993, recorded at Deed Book 803, page 542, Records of the Clerk of the Superior Court of Carroll County, Georgia.
3. Right of Way Easement from B.P. Neal and W.N. Tillman to State Highway Department of Georgia dated November 3, 1960, recorded at Deed Book 129, page 234, Records of the Clerk of the Superior Court of Carrol County, Georgia.

EXHIBIT "C"

General Power of Attorney

STATE OF GEORGIA

COUNTY OF DOUGLAS

GENERAL POWER OF ATTORNEY

I, LOUIE SHERMAN STRICKLAND, residing at 9685 Highway 166, Winston Georgia 30187, hereby appoint GREGORY D. STRICKLAND as my Attorney-in-Fact ("Agent").

If my Agent is unable to serve for any reason, I designate ANGELA STRICKLAND BOWEN as my Successor Agent.

I revoke any and all general powers of attorney that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to do the following:

1. **BANK AND CREDIT UNION TRANSACTIONS:** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to but not limited to, (i) accounts or deposits; (ii) individual retirement accounts (IRA's), annuities, investment accounts; (iii) certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations; or (iv) money market accounts.

2. **PAYMENT TRANSACTIONS:** To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent.

3. **REAL PROPERTY TRANSACTIONS:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper, and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Georgia, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt. The Agent is specifically authorized to exercise the aforesaid powers with respect to any real property

Initial LS

which I own or in which I have an interest, including, but not limited to, any real property which may be identified on Exhibit "A" attached hereto and by reference made a part hereof.

4. **PERSONAL PROPERTY TRANSACTIONS:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.
5. **STOCK AND BOND TRANSACTIONS:** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
6. **SAFE DEPOSITS:** To have free access at any time or times to any safe deposit box or vault to which I might have access.
7. **BORROWING:** To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.
8. **BUSINESS OPERATING TRANSACTIONS:** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
9. **INSURANCE TRANSACTIONS:** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.
10. **DISPUTES AND PROCEEDINGS:** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

11. **MAKING GIFTS:** To make gifts to members of my family and to such other persons or charitable organizations, including churches, with whom I have an established pattern of giving.
12. **BROAD POWERS:** Without, in any way, limiting the foregoing, I authorize my Agent generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, powers conferred by O.C.G.A. § 53-12-261, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present. In additions, my Agent shall have the right to establish and fund a Supplemental Needs Trust (a.k.a. Special needs Trust) on my behalf. However, my Agent shall not have the power to waive my right to a jury trial in favor of binding arbitrations.
13. **RELEASE OF MEDICAL INFORMATION:** I provide that my Agent shall be authorized to obtain any and all health information and other medical records concerning my personal health. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164. I hereby authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, my insurance company or other health-care provider that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give notice and release to my Agent without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.
14. **DEALING WITH TAXING AUTHORITIES:** I authorize my Agent to act in my place and stead with all taxing authorities, including the Internal Revenue Service and the Department of Revenue. This power extends to and includes particularly the right to file returns, meet with revenue officers and agents, proceed on my behalf in Tax Court, and to otherwise represent my interests in any and all tax matters.
15. **DESIGNATION OF GUARDIAN:** I request that no guardianship proceeding for my property be instituted in the event of my disability, it being my intention that this power of attorney shall permit my Agent to act on my behalf. In the event that it becomes necessary for any court to appoint a guardian for my property, I direct that my Agent shall serve as such guardian. In the event that my Agent fails for any reason to qualify or continue as such, I constitute and appoint my Successor Agent to serve as such in my Agent's place. Any guardian who at any time shall be appointed by any court shall be excused from the necessity of giving bond.
16. **EFFECTIVE DATE:** This document shall become effective upon the date of my signature.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The aforesaid listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. Any and all acts done by my Agent pursuant to the powers conveyed herein during any period of my disability or incapacity shall have the same force and effect as if I were competent and not disabled.

I may, at any time, revoke this power of attorney, but it shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the agent pursuant to this power of attorney. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall not be liable for any loss that results from a judgment made in good faith. However, my Agent shall be liable for willful misconduct in the exercise to act in good faith while acting under the authority of this Power of Attorney.

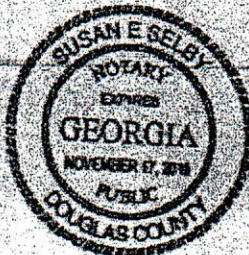
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 9th day of January, 2015.

Louie Sherman Strickland
LOUIE SHERMAN STRICKLAND

Signed, sealed and delivered
in the presence of:

Ami H. H.
WITNESS

Susan E. Selly
NOTARY



362945.1

Initial S. S.



Date: March 31, 2023

To: City of Villa Rica
Zoning Department

Subject: 395 West Bankhead Highway
Villa Rica, Georgia
Landscape Strip Variance Request
Carroll County

To Whom it May Concern,

We are providing this letter of explanation to support our request for a Landscape Strip Variance for the property located at 395 West Bankhead Highway in the City of Villa Rica, Georgia. This property is located in the Village Residential District, and it is currently developed with an existing vacant building and partially demolished structure where the slab is still intact. The site is predominately paved with asphalt. We are proposing to redevelop the 1.2-acre lot with a new 3,250 square-foot convenience store and new fuel pumps and a Little Caesars that will utilize the existing slab onsite as shown on our provided site plan.

This parcel is triangular in shape and has a stream that is located along the north and west property lines. There is currently no curb-and-gutter along any perimeter line of this site. There are also currently no landscape measures for this site in place. The stream buffers are significantly impacted by the existing structures and pavement and are in very poor condition.

The request being made is to reduce the front landscape strip width to 2-feet as shown on the plan provided in order to provide a 6-foot sidewalk along the frontage of this property required per the city ordinance. To provide necessary access to the site with curb-and-gutter with proper interior traffic circulation, there is not enough depth available due to the shape of the lot itself as it is platted. A landscape plan has been proposed that will exceed mitigation required for this site. No trees or shrubbery are currently planted on this site. No tree removal is proposed for this project.

If granted, this variance will provide the related read the necessary relief needed in order to improve this property and best meet the intent of the code. Landscape density requirements can be exceeded on site or perhaps tree bank payments could be made to buy credits in order to reduce the front landscape strip requirement. Small plantings can be provided in the proposed 2-foot landscapes strip itself as well.



The proposed improvements to the site have the potential to greatly improve the site and its character for the surrounding area. The proposed redevelopment reduces the impervious space on this site significantly providing over 49% open space that is landscaped.

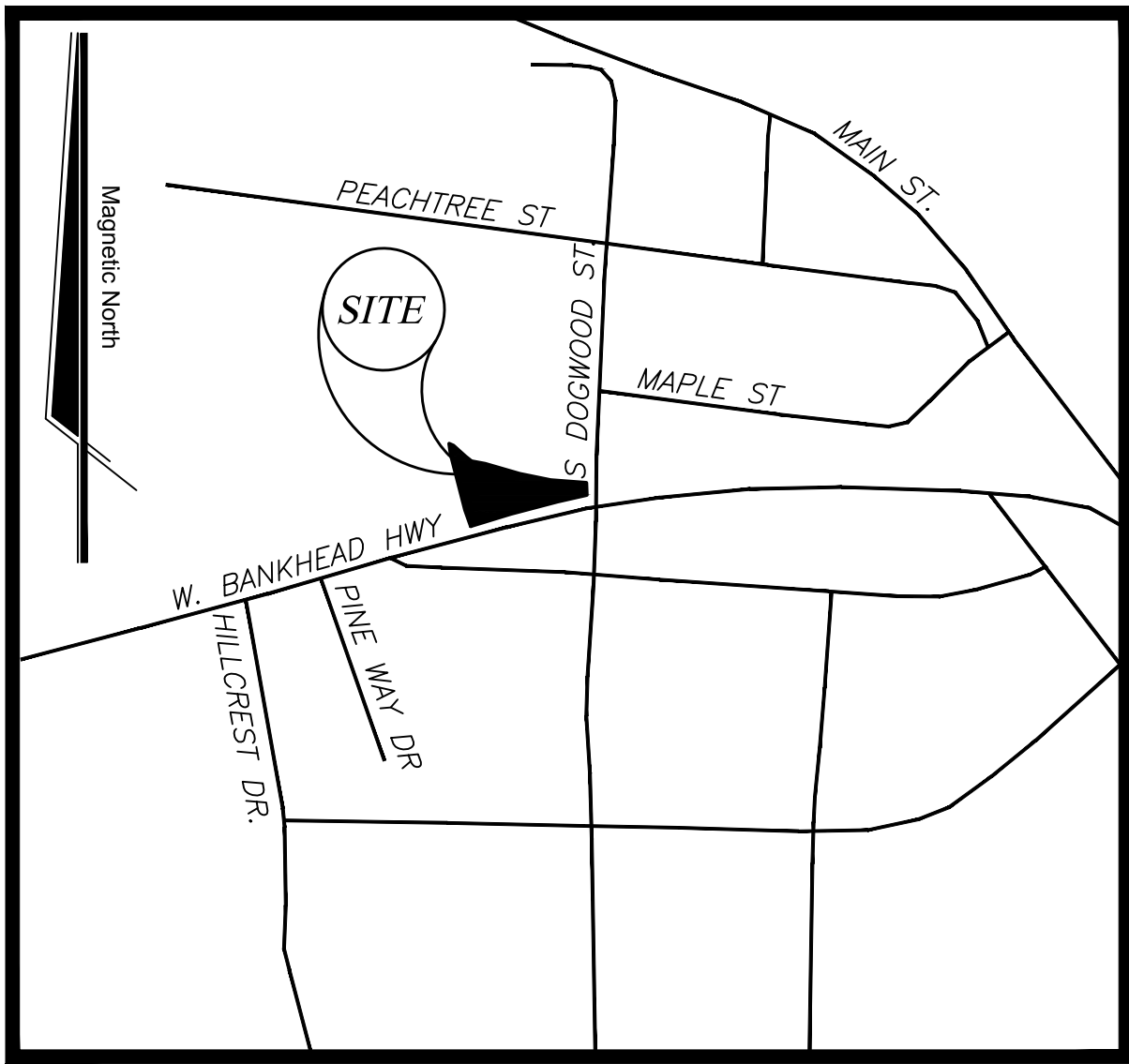
If granted, the proposed variance will not create or cause excessive or burdensome use of existing infrastructure, transportation facilities, or schools, and will have no adverse effects on the environment or surrounding natural resources.

We appreciate your consideration of our request.

Please contact me anytime with questions or thoughts you may have and thank you.

Sincerely,

Amanda Kathleen Woodruff, P.E.



LOCATION MAP
NOT TO SCALE

AV HUNTINGTON STATION, LLC
1221 AVE OF THE AMERICAS
NEW YORK, NY 10020

OWNER

ATAI CONSTRUCTION

ROHAIL HADA
404-610-6630

DEVELOPER

CONSTRUCTION PLANS FOR
VILLA RICA C-STORE

395 WEST BANKHEAD HIGHWAY

VILLA RICA, GEORGIA

LAND LOT 162 ~ 6TH

PIN: ---

CARROLL COUNTY, GA

12/2/2022

CONSTRUCTION NOTES:

1. 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. Any discrepancy shall be immediately reported to the owner or his representative.

2. Notify the inspector of the local governing authority 24 hours before every phase of construction.

3. All work shall comply with all applicable local, state, and federal codes. The contractor, at his expense shall obtain all necessary licenses and permits, unless already obtained by the owner.

4. The contractor shall coordinate location and installation of all underground utilities and appurtenances to minimize disturbing curbing, paving and all other utilities. ALL NEW UTILITY LINES SHALL BE INSTALLED UNDERGROUND.

5. The existing utilities shown are for the contractor's convenience only. There may be other utilities not shown on these drawings. The utilities shown are those located by the surveyor of record. The engineer assumes no responsibility for the location of the utilities shown. It shall be the contractor's responsibility to verify the locations of all utilities within the limits of work. All damage made to existing utilities by the contractor shall be the sole responsibility of the contractor.

6. Deviations from these plans and specifications without prior consent of the engineer and the municipality may be cause for the work to be unacceptable.

7. All materials shall be new unless used or salvaged materials are authorized by the owner.

8. The contractor shall furnish and maintain all necessary barricades around the work and shall provide protection against water damage and soil erosion.

9. All work shall be performed in a finished and workmanlike manner to the entire satisfaction of the owner, and in accordance with the best-recognized trade practices.

10. The contractor shall provide sheeting and shoring for all trench construction in accordance with OSHA guidelines.

11. All pipe lengths shown are to the centerline of the structures unless specifically noted.

12. Pipes (storm and sanitary sewer) shall be laid on smooth, continuous grades with no visible bends at the joints.

13. Bedding requirements specified herein are to be considered as minimum required for relatively dry stable earth conditions. Additional bedding shall be required for rock trenches to provide such additional bedding as required to properly construct work.

14. All storm drainage inlet structures shall have metal ring and cover for access.

15. All angles shown are 90 degrees unless shown otherwise.

16. All grades shown are finished grades. Contractor shall verify dimensions, grades, and existing elevations prior to construction.

17. Concrete curbs shall be constructed in accordance with the details shown on plans. Materials, equipment, methods of construction and workmanship shall conform to state D.O.T. standard specifications.

18. All concrete shall have 3000-PSI compressive strength after 28 days, with a maximum slump of four (4) inches, unless specified otherwise.

19. All exposed concrete shall have a fine hair broomed finish.

20. Parking and driveway base course and asphaltic concrete surface and prime materials, equipment, methods for construction and workmanship shall conform to state D.O.T. standard specifications.

21. Contractor to field verify all storm, sanitary, water and other utilities locations and inverts prior to installation of any utilities. Notify engineer prior to proceeding with any work if discrepancies found.

22. Contractor shall use concrete thrust blocks for installation of water mains.

23. All dimensions are measured to the back of curb unless otherwise noted.

24. Plans, Details and Structural Design of Retaining Wall System To Be Performed By Others.

25. Size and Location of Any Stormwater Lateral Piping for Roof Drainage or French Drains for Landscaping Drainage to be Established Prior to Installation of Primary Site Drainage Piping.

EARTHWORK SPECIFICATIONS:

1. Clearing and Grubbing

1.1. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, logs, snags, brush, undergrowth, heavy growth of grass, weeds, fence structures, debris and rubbish of any nature, natural obstructions such as objectionable soil material unsatisfactory for foundations. It shall also consist of grubbing of stumps, roots foundations and disposal of all such material. All holes remaining after the grubbing operation in embankment areas and in excavation areas less than two (2) feet in depth, shall have sides broken down and leveled if necessary to flatten out slopes, refilled with acceptable material that is properly compacted in layers by tampers, rollers or construction equipment.

1.2. Burning on site is not permitted without written approval of the local governing authorities having jurisdiction.

2. Existing trees and area outside of grading limits line

2.1. Trees and vegetation to be saved shall be protected from damage by a fence barricade prior to, or during, clearing operations. Trees to be saved shall be designated by the

owner. No trees are to be removed from the area outside the limits of grading or from specifically designated areas within the construction areas. If, in the opinion of the engineer, a contractor damages a tree not to be removed, the contractor will be fined a predetermined amount for each damaged tree. The contractor shall also be responsible for all costs associated in removing the damaged trees from the site.

3. Fill

3.1. All vegetation such as roots, brush, heavy growth of grass, topsoil, all decayed vegetable matter, rubbish, and other unsuitable material within the area upon which fill is to be placed shall be stripped or be otherwise removed before the fill operation is started. In no case shall unsuitable material remain in or under the fill area. Sloped ground surface steeper than one vertical to four horizontal, on which fill is to be placed, shall be placed, stepped or benched in such a manner that the fill to be placed shall be 95 percent of the maximum laboratory dry density according to standard proctor (ASTM T99, ASTM D-698). Moisture content shall be within 3 percent of the optimum moisture content. Prol-rail the areas to be filled or on which structures are to be placed. A loaded dump truck or other rubber tired equipment shall be used proof-rolling. Overlapping passes of a vehicle should be made across the site in one direction and then perpendicular to the original direction of rolling.

3.2. Any yielding, pumping or soft areas should be cut out and replaced with fill compacted as described herein.

3.3. The proposed fill should be limited to soils classified in accordance with ASTM D-2487 as GM, GC, SW, SM, SC, ML and CL. Soil classified as PT, OH, OL, CH and MH are not satisfactory as compacted fill.

3.4. Fills and embankments shall be constructed at the locations and to the lines and grades indicated on construction plans. The slope shall not exceed two feet horizontal to one foot vertical. The completed fill shall correspond to the shape of the typical sections indicated on the construction plans. Material removed from the excavation shall be used in forming the fill. Fill material shall be reasonably free from roots, other organic material, trash and stones having maximum dimensions greater than 6 inches (4 inches in trenches for utilities). No frozen material will be permitted in the fill. Stones having a maximum dimension of 4 inches will not be permitted in the upper six inches of fill or embankment or utility trench. The material shall be placed in successive horizontal layers not more than 8 inches thick, unless otherwise noted, in loose depth for the width of the cross-section and shall be compacted to at least 95 percent of the maximum laboratory dry density according to standard proctor (ASTM D-698, ASTM T-99). Moisture shall be within 3 percent of the optimum moisture content. The top 12 inches of the paving, parking and/or roadway sub-grade shall be compacted to 95 percent of the maximum dry density (standard proctor). Each lift shall be rolled with a vibratory roller, a sheepsfoot roller, or a loaded rubber tired dump truck, scraper or loader. If the soil is to dry, a water truck with spreader bar or spray hose shall be used to bring the soil to the proper moisture range. The water shall be thoroughly and properly mixed with the soil prior to compaction.

3.5. Storm drain pipes shall be placed on firm bottom and hand tamped to safe up the pipe. A cushion of soil shall be tamped above the crown of the pipe in accordance with the pipe manufacturer's recommendations so that the heavier compaction equipment can then be used to bring the soil to a density as described above for fill areas.

3.6. If soils investigation report is provided, then follow the recommendations of the report. If they exceed the recommendations of these specifications.

4. Topsoil

4.1. Unless otherwise specified, areas designated for grading operations that contain a blanket of topsoil shall be stripped and placed in convenient stockpiles for later use as a topsoil blanket on the new graded areas specified herein, or as designated. Topsoil shall be stripped from all areas designated to receive fill. The stripping of material for topsoil shall be carefully determined and only the quantity required shall be stockpiled. Material stockpiled shall be stored in a satisfactory manner to afford proper drainage. When grading operations permit, instead of stockpiling, the topsoil shall be hauled and spread directly on the areas designated to receive topsoil.

5. Rock excavation

5.1. If rock is encountered, clear away earth to expose material. Notify owner and receive written instructions prior to excavation. Remove rock to a depth of 6 inches below and 8 inches on each side of pipes in trenches. A measurement of the extent of rock to be removed shall be made. Rock excavation shall be paid for in accordance with agreement with the owner.

6. Earthwork Balance

6.1. The contractor shall be responsible for verification of earthwork quantities and shall not rely on calculations provided by the engineer. If, in the opinion of the contractor, it is desired to adjust the building elevation or any of the grading, he shall notify the engineer for authorization and coordination of any necessary revisions to proposed or existing features impacted by such a change.



Code Enforcement
Building Inspections
Geographic Information Systems
Licensing
Permitting
Planning & Zoning

571 W Bankhead Highway
Villa Rica, Georgia 30180

www.villarica.org
770.459.7000 (t)
770.459.7003 (f)

February 27, 2023

Naureen Lalani
MQSK, LLC
1400 Indian Trail Lilburn Road
Norcross, GA 30093
(Via Email ONLY - naureen@ataiconstruction.com)

Re: Variance Confirmation Letter; Land Lot 162, District 6, Carroll County; Parcel #: V02 0070104

To Ms. Lalani:

This letter is to confirm that the City Council approved a variance request on the above-cited property on November 8th, 2022 from city stream buffer requirements. The City Council approved an encroachment of no more than 9,235 square feet into the 75' stream buffer and no more than 2,552 square feet from the 50' stream buffer. This request was approved without conditions.

If you have any questions or comments, please feel free to contact the Community Development Department at (678) 840-1238.

Sincerely,

Ronald Johnson
Planning and Zoning Specialist

"Enclosure" City Council Minutes

cc: File

SHEET INDEX

SHEET	TITLE
1	COVER
2	EXISTING CONDITIONS
3	SITE PLAN
4	GRADING PLAN
5	EROSION CONTROL PLAN
6	UTILITY PLAN
7	LANDSCAPE PLAN
8-9	CONSTRUCTION DETAILS
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SET REVISIONS

REV	DATE	DESCRIPTION
A.0	12/2/2022	ISSUED TO CLIENT
B.0	2/27/2023	ADDRESS COUNTY COMMENTS
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---	---	---
---	---	---
---	---	---



Woodruff
Design Associates

3301 Stewart Lake Road
Monroe, GA 30655



LEVEL II CERT. #: 29524

24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630

ESPCP CERTIFICATION:

I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for an appropriate and comprehensive system of best management practices required by the Georgia Water Quality Control Act and the document "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the State Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted; provides for the sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of best management practices and sampling methods is expected to meet the requirements contained in the General NPDES Permit No.GAR100001.

Kathleen Woodruff, P.E. (#36372)
SWCC Level II Cert. #29524

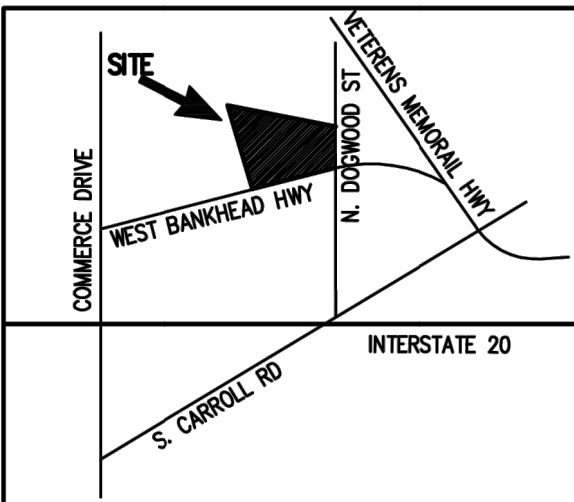
2/27/2023
Date

VILLA RICA C-STORE
LAND LOT 162 ~ 6TH DISTRICT
PIN: ---
CARROLL COUNTY, GA
1.2 ACRES
(±0.6 ACRES DISTURBED)
ZONING: CI
CDP: ---
ISSUE: B.0

LEGEND

RBF REBAR FOUND
(1/2" REBAR)
CRS CAPPED REBAR SET
(1/2" REBAR)
OTF OPEN TOP FOUND
CTF CRIMP TOP FOUND
● JUNCTION BOX
● LAND LOT LINE
○ LIGHT POLE
○ MANHOLE
○ PROPERTY LINE
○ BUILDING LINE
○ CHAIN LINK FENCE
○ SEWER CLEAN OUT
○ DRAINAGE EASEMENT
○ DROP INLET
○ REBAR FOUND
○ RIGHT-OF-WAY
○ SANITARY SEWER EASEMENT
○ CRITICAL ROOT ZONE

UE UTILITY EASEMENT
FIRE HYDRANT
SINGLE WING CATCHBASIN
DOUBLE WING CATCHBASIN
WATER VALVE
GAS VALVE
HEADWALL
P-PINE TREE
HW-HARDWOOD



VICINITY MAP nts

GENERAL NOTES

THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.

THERE WAS NO OBSERVED EVIDENCE OF ANY CEMETERIES OR FAMILY BURIAL SITES.

THERE ARE NO PROPOSED CHANGES IN THE STREET RIGHT OF WAY FOUND AT THIS TIME.

THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

THERE WAS NO EVIDENCE OF ANY SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

THERE WERE NO ENCROACHMENTS OBSERVED AT TIME OF SURVEY EXCEPT AS SHOWN.

THERE WERE NO WETLAND AREAS FLAGGED AT TIME OF SURVEY.

UTILITIES SHOWN HEREON ARE THOSE VISIBLE OR MARKED. SCI DID NOT SUBMIT ANY REQUEST TO UTILITY LOCATORS AND NONE WERE FLAGGED AT THE TIME OF SURVEY

THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO WEST BANKHEADHIGHWAY AND NORTH DOGWOOD STREET, BOTH BEING PUBLIC RIGHT-OF-WAYS.

SUBJECT PROPERTY IS FULLY SERVED BY ALL PUBLIC UTILITIES LOCATED IN THE ADJACENT RIGHT-OF-WAY.

SURVEY NOTES

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND ACCURATE TO WITHIN ONE FOOT IN 288,878 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000± FEET AND AN ANGULAR ERROR OF 0.2" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

A NIKON - TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PROPERTY ADDRESS:

395 WEST BANHEAD HIGHWAY
VILLA RICA, GA.

FLOOD NOTE

BASED ON GRAPHIC DETERMINATION, THIS PROPERTY DOES NOT LIE IN A SPECIAL F.E.M.A./F.I.R.M. FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 13045C0156D DATED 9/19/07

TRACT AREA:

1.2+/- ACRES

ZONING: VR

*ZONING INFORMATION PER ZONING REPORT BY ZONING INFO, INC DATED NOVEMBER 9, 2017
VILLAGE RESIDENTIAL DISTRICT (CITY OF CHAMBLEE)

SETBACKS:
FRONT-10 FEET
SIDE -7.5 FEET
REAR - 20 FEET

MAX. BUILDING HEIGHT: 48 FEET
PARKING REQUIREMENTS:
1.5 SPACES/UNIT. UP TO 1,500 S.F.
(1.5x290 UNITS=435 SPACES REQUIRED)

2.5 SPACES/UNIT > THAN 1,500 SF
(2.5x40 UNITS=100 SPACES REQUIRED)
TOTAL REQUIRED SPACES: 535

PARKING PROVIDED

STANDARD: 601
HANDI-CAP 16
TOTAL 617

CURRENT OWNER

AV HUNTINGTON STATION, LLC
1221 AVE OF THE AMERICAS
NEW YORK, NY. 10020
DEED BOOK 23409, PAGE 572

TITLE EXCEPTIONS

ITEMS FROM SCHEDULE B-II FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 2644.22-O DATED AUGUST 31, 2017

- Easement from L. Sherman Strickland to Georgia Power Company, dated September 3, 1993, recorded at Deed Book 803, Page 542, Records of the Clerk of the Superior Court of Carroll County, Georgia.
DOES AFFECT-SHOWN
- Right of Way Easement from B.P. Neal and W.N. Tillman to State Highway Department of Georgia dated November 3, 1960, recorded at Deed Book 129, Page 234, aforesaid records MAY AFFECT-CANNOT PLOT
- Rights of upper, lower and adjacent riparian owners in and to the waters of a creek and the natural flow thereof, free from diminution or pollution.
DOES AFFECT-SHOWN

RECORD LEGAL DESCRIPTION

All that tract or parcel of land, lying and being in Land Lot 762 of the 6th District, Carroll County, Georgia, and being more described as follows:

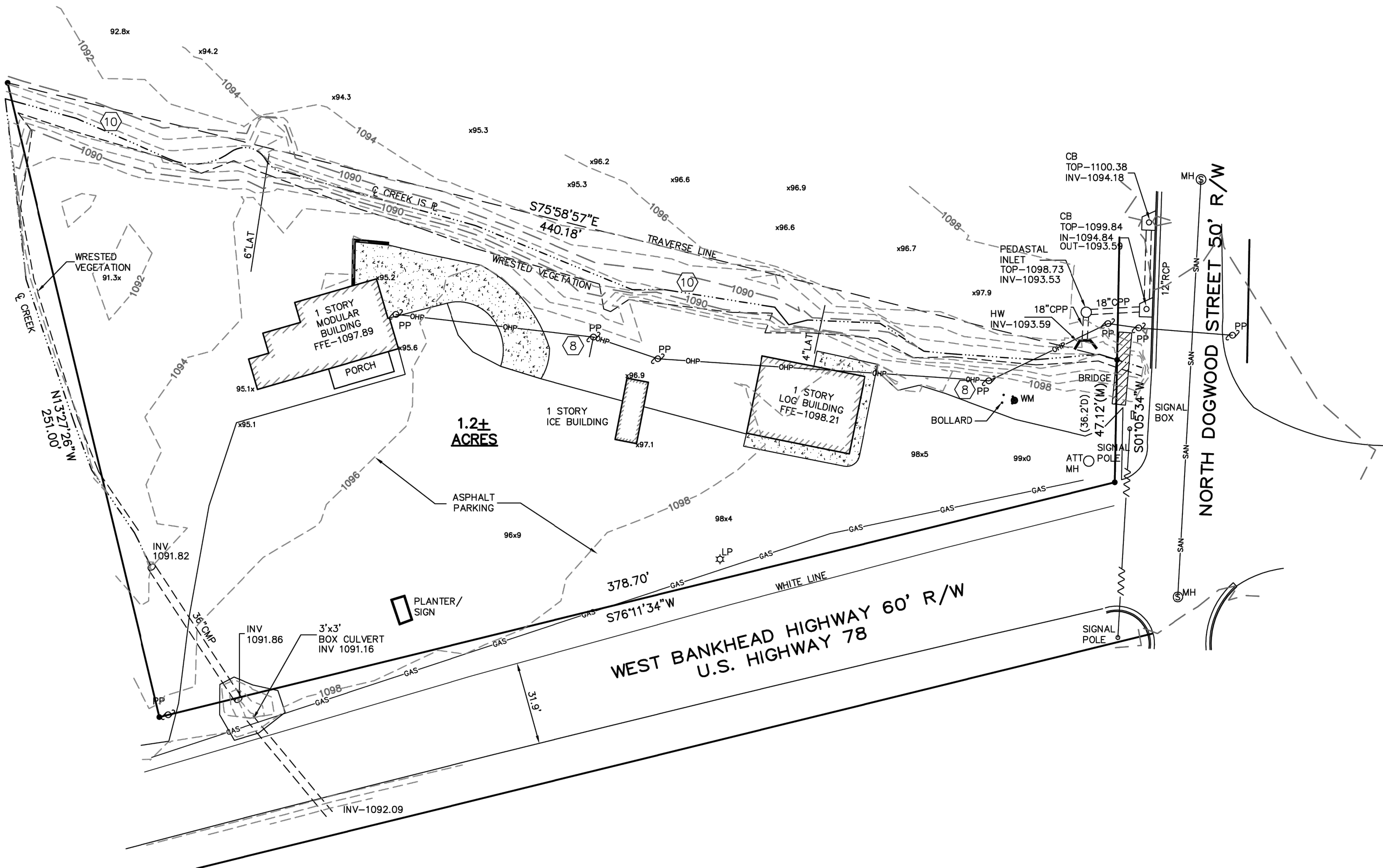
BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (60' r/w); thence along the northerly right-of-way line of West Bankhead Highway S73°39'W 378.7 feet to an iron pin found; thence N16°0'W 251 feet to a point; thence to a point in the center of a stream, thence in a southeasterly direction following the meanderings of the center of said stream to the point of intersection of the center line of said stream and the west right-of-way line of North Dogwood Street; thence along said right-of-way line of North Dogwood Street S01°27'E 36.2 feet to the point of beginning.

SURVEYED LEGAL DESCRIPTION

All that tract or parcel of land, lying and being in Land Lot 762 of the 6th District, Carroll County, Georgia, and being more completely described as follows:

BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (aka U.S. Highway 78) (60' r/w); running thence along the northerly right-of-way line of West Bankhead Highway S76°11'34"W a distance of 378.70 feet to a capped rebar set; thence leaving said right-of way and running N13°27'26"W a distance of 251.0' to a point in the centerline of a stream and being Point "A"; thence following the meanderings of said stream 450 +/- feet to the intersection of said stream and the westerly right-of-way line of North Dogwood Street, said point being Point "B"; (to get from Point "A" to Point "B" and following a traverse line, leaving point "A" in the centerline of said stream and running S75°58'57"E a distance of 440.18 feet to Point "B"); thence following the westerly right-of-way line of North Dogwood Street S01°05'34"W a distance of 47.12 feet to the POINT OF BEGINNING.

Said tract or parcel of land contains 1.2 +/- acres



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

SURVEYOR'S CERTIFICATION

To: Casey Investment Group, LLLP and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1-5, 6(b)(7)(a), 7(b)(1), 7(c), 8, 11(a), 13, 14, 16, 17-19, and 20(a) of Table A thereof.

Date of Plat: September 12, 2017

John A. Steerman
Registration No. 2576 Expiration Date: 12/31/18

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.



REVISIONS

1.
2.
3.
4.
5.

SCI Development Services

ENGINEERS - SURVEYORS - PLANNERS
2020 WESTSIDE COURT - SUITE E - SNELLVILLE, GEORGIA 30078
(770) 736-7666 FAX (770) 736-4623
MAIL@SURVEYCONCEPTS.NET



SHERMAN STRICKLAND

395 WEST BANKHEAD HIGHWAY
LAND LOT 162 6th DISTRICT
CITY OF VILLA RICA

CARROLL COUNTY, GEORGIA REF. IN DB. 481, PG. 72

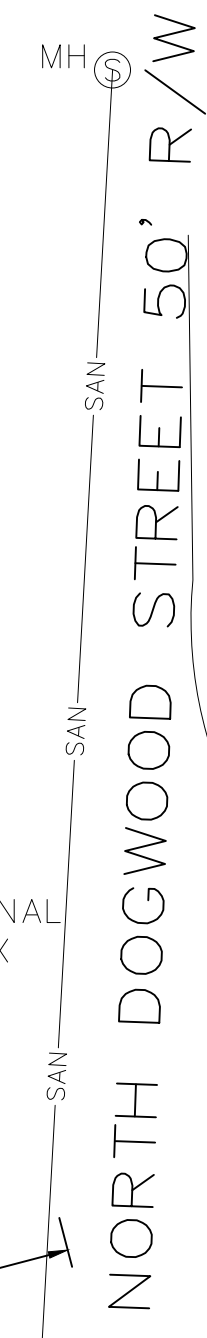
SURVEY FOR:

DATE 3/15/17 DRAWN DCP CHECKED JAS
SCALE 1"=30'
SHEET TITLE

SURVEY

PROJECT NUMBER
53015

Magnetic North



KING REQUIREMENTS:		
CITY REQUIREMENT	REQUIRED MINIMUM	PARKING PROVIDED
RE 6 Pumps	6	10
6 easars 4 Employees	4	4
5 SPC, PER 1000 SF		
TOTAL	10	14

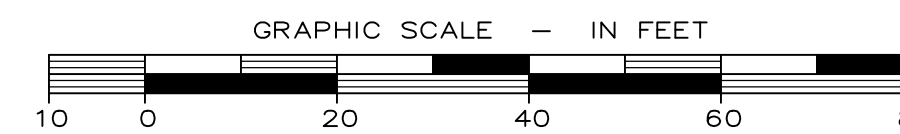
DES 1 A.D.A VAN PARKING SPACES (1 REQUIRED)

* INCLUDES 1 A.D.A VAN PARKING SPACES (1 REQUIRED

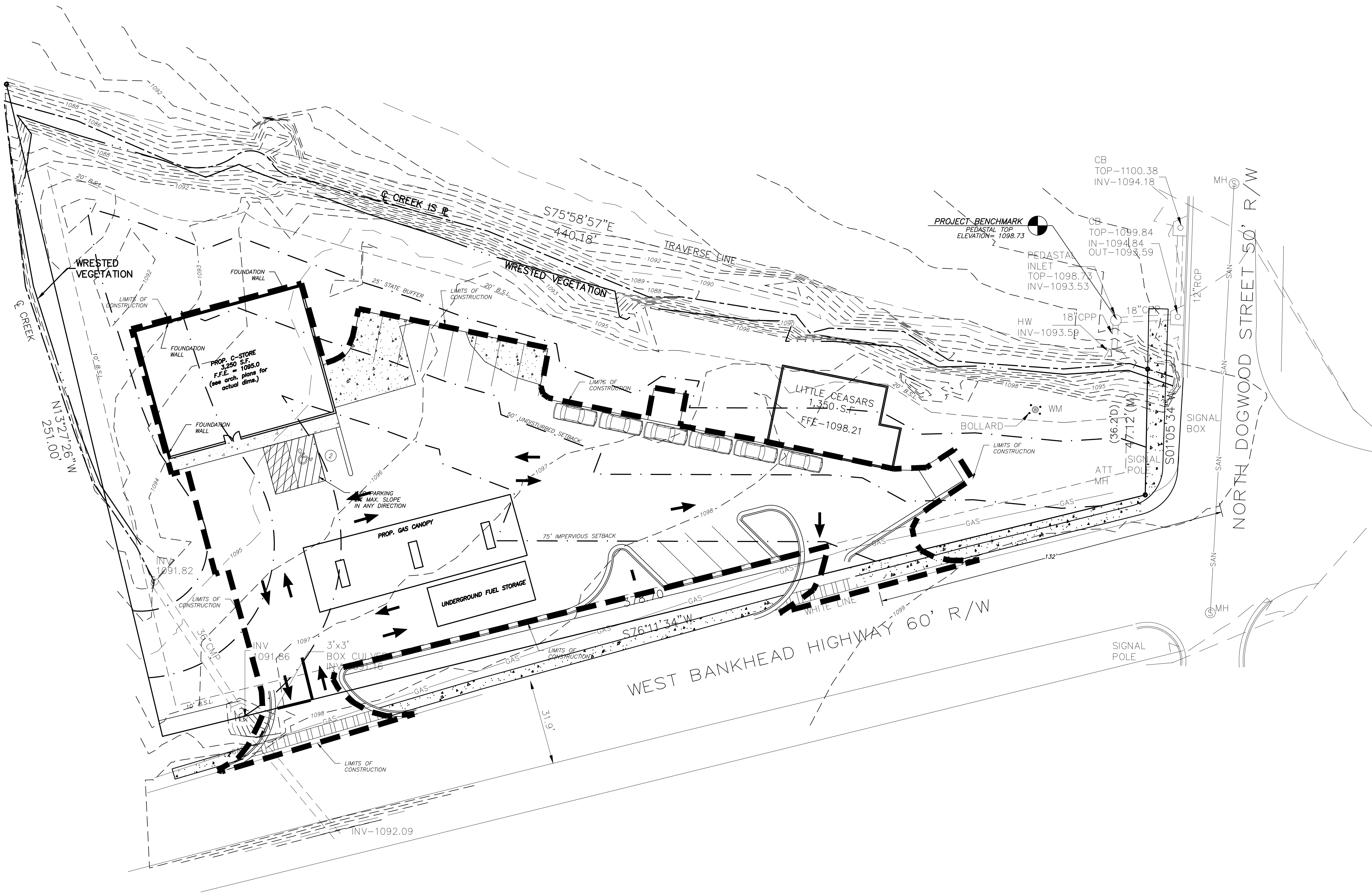
IF YOU DIG GEORGIA...
CALL US FIRST!
811
IT'S THE LAW

Rohail Hada
PH: 404-610-6630

SHEET 3 OF 9



Magnetic North



- PROJECT NOTES:**
- Owner:** AV Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Atai Construction

CONTACT: ---
PHONE: ---
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- CONTACT:** Rohail Hada
PHONE: 404-610-6630
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 - Zoning: C1.
 - Building Setbacks:**
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
 - Proposed Bldg use is Commercial.
 - Existing building height: ---. New building height: ---.
 - Total tract contains 1.2 acres/disturbed area=0.6 acres ± including R-O-W. DENSITY = 0.00 SF/AC.
 - Boundary information obtained from survey by SCI Development Services dated 3/15/2017.
 - Topographical information obtained from SCI Development Services dated 3/15/2017.
 - Vertical datum for topography is based on NAVD.
 - Contour interval is two feet feet.
 - This property is shown on F.L.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.
 - Utilities:**
Water - Carroll County
Sanitary Sewer - Carroll County
 - The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
 - The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.
 - Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.
 - There are no drive-up window(s) to be installed.
 - No billboards are permitted.
 - There is one dumpster(s) associated with this project.
 - There are no overhead doors on this project.
 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.

OPEN SPACE PERCENTAGE

TOTAL SITE: 1.2 AC = 52,272 SQFT

OPEN SPACE PROPOSED: 25,668 SQFT

(25,668 / 52,272)* 100 = 49.1%



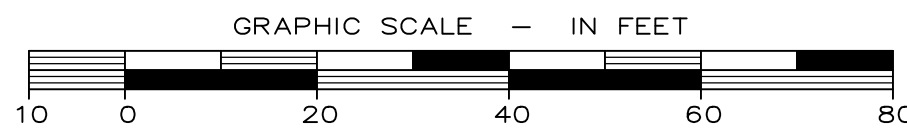
IF YOU DIG GEORGIA...
CALL US FIRST!

811

IT'S THE LAW

24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630



LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

**GRADING PLAN FOR
VILLA RICA C-STORE**



LEVEL: 11.4151' ±, 2292.4

GRADING PLAN

12/21/2022

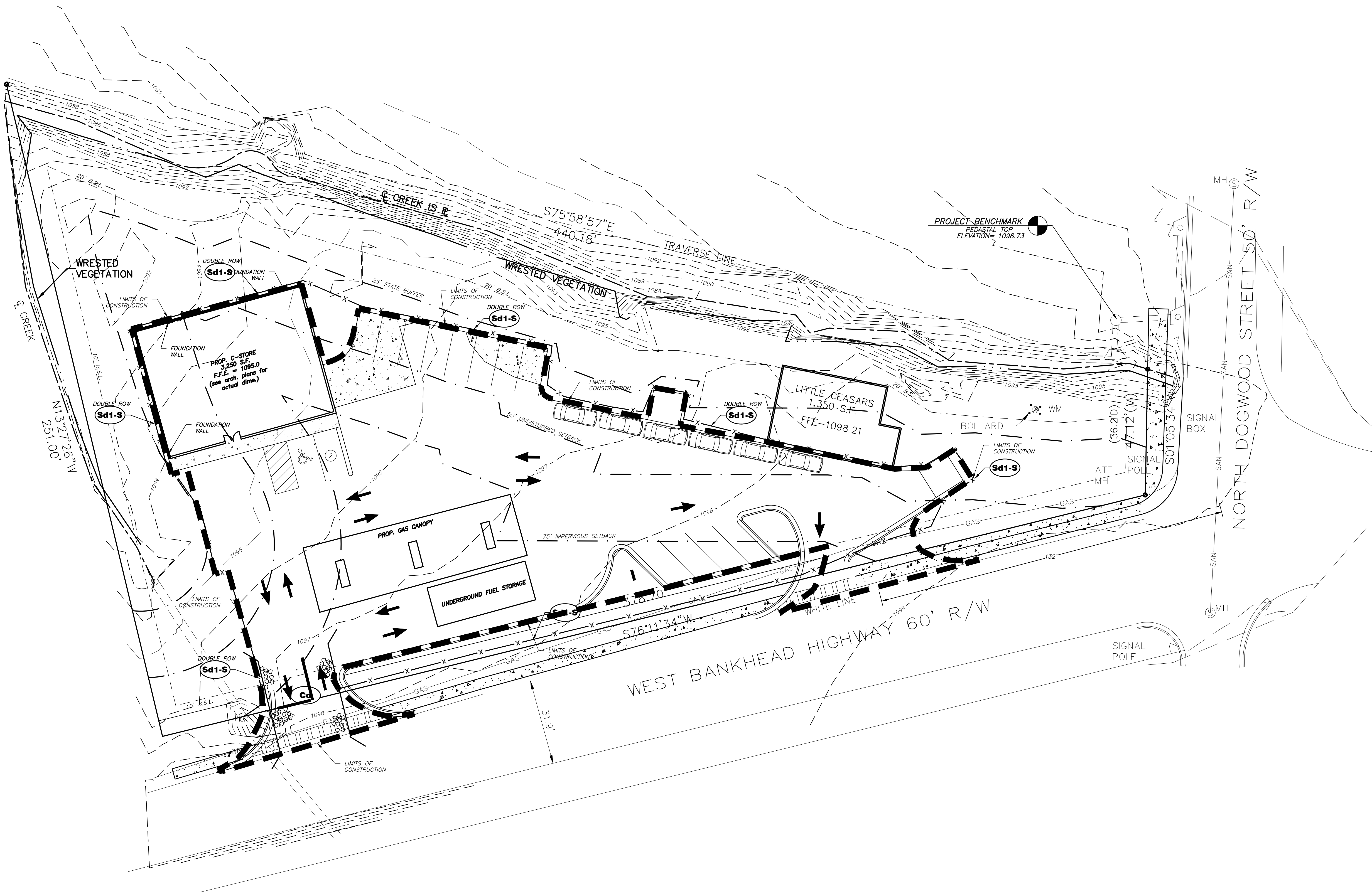
SCALE: 1" = 20'

Job: 2022-LSA-17

ISSUE: B.0

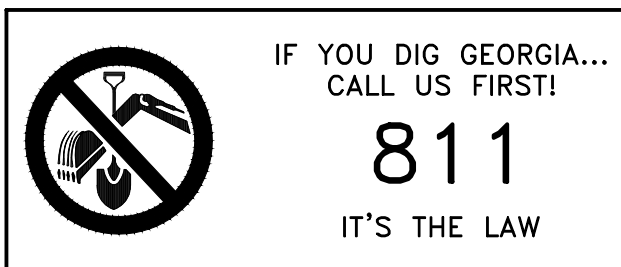
SHEET 4 OF 9

Magnetic North



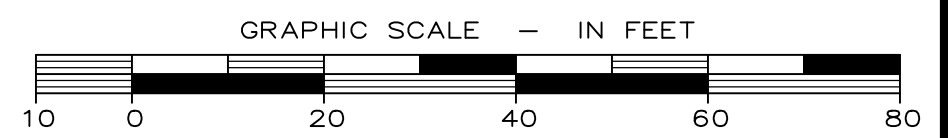
- PROJECT NOTES:**
- Owner:** AV Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Atai Construction

CONTACT: ---
PHONE: ---
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 - Zoning: C1.
 - Building Setbacks:**
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
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 - Topographical information obtained from SCI Development Services dated 3/15/2017.
 - Vertical datum for topography is based on NAVD.
 - Contour interval is two feet feet.
 - This property is shown on F.L.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.
 - Utilities:**
Water - Carroll County
Sanitary Sewer - Carroll County
 - The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
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 - There are no overhead doors on this project.
 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.



24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630



LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

EROSION CONTROL PLAN FOR
VILLA RICA C-STORE



EROSION
CONTROL PLAN

12/21/2022

SCALE: 1" = 20'

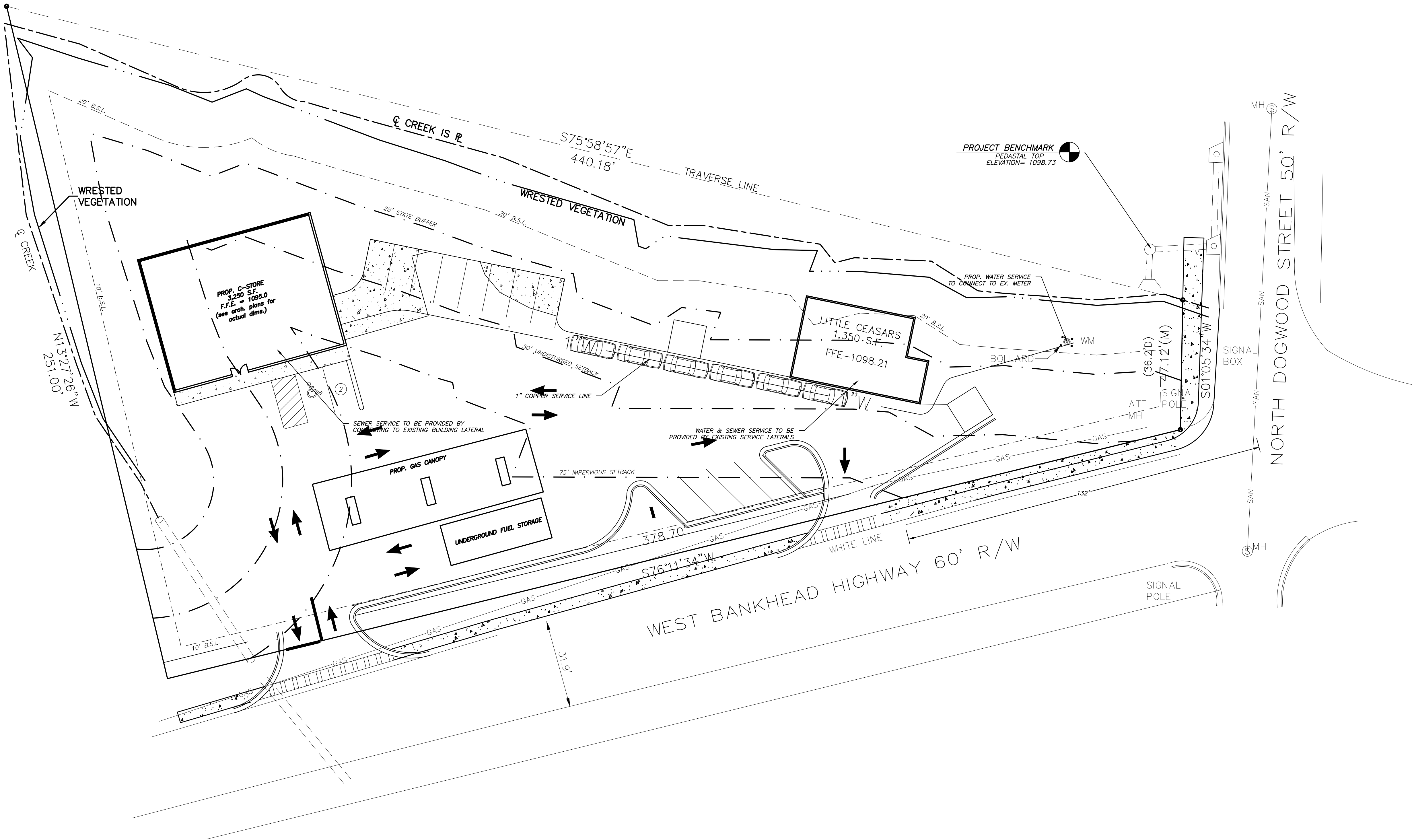
Job: 2022-LSA-17

Issue: B.0

SHEET 5 OF 9

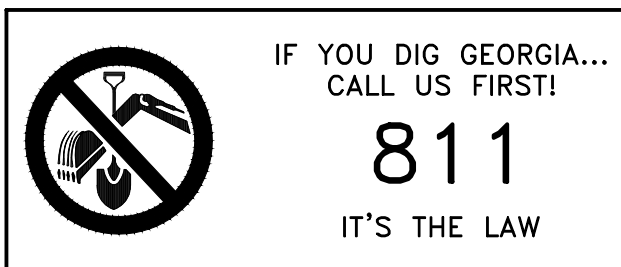
Woodruff
Design Associates
3301 Stewart Lake Road
Monroe, GA 30655

Magnetic North



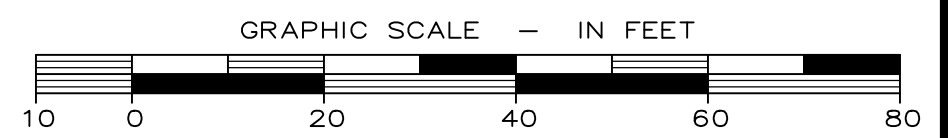
- PROJECT NOTES:**
- Owner:** Alt Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Alt Construction

CONTACT: ---
PHONE: ---
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 - Zoning: C1.
 - Building Setbacks:**
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
 - Proposed Bldg use is Commercial.
 - Existing building height: ---. New building height: ---.
 - Total tract contains 1.2 acres/disturbed area=0.6 acres ± including R-O-W. DENSITY = 0.00 SF/AC.
 - Boundary information obtained from survey by SCI Development Services dated 3/15/2017.
 - Topographical information obtained from SCI Development Services dated 3/15/2017.
 - Vertical datum for topography is based on NAVD.
 - Contour interval is two feet feet.
 - This property is shown on F.L.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.
 - Utilities:**
Water - Carroll County
Sanitary Sewer - Carroll County
 - The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
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 - Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.
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 - No billboards are permitted.
 - There is one dumpster(s) associated with this project.
 - There are no overhead doors on this project.
 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.



24-HOUR EMERGENCY CONTACT:

Rohail Hada
PH: 404-610-6630



LAND LOT 162, 6TH DISTRICT, CARROLL COUNTY, GA

UTILITY PLAN FOR
VILLA RICA C-STORE



UTILITY PLAN

12/21/2022

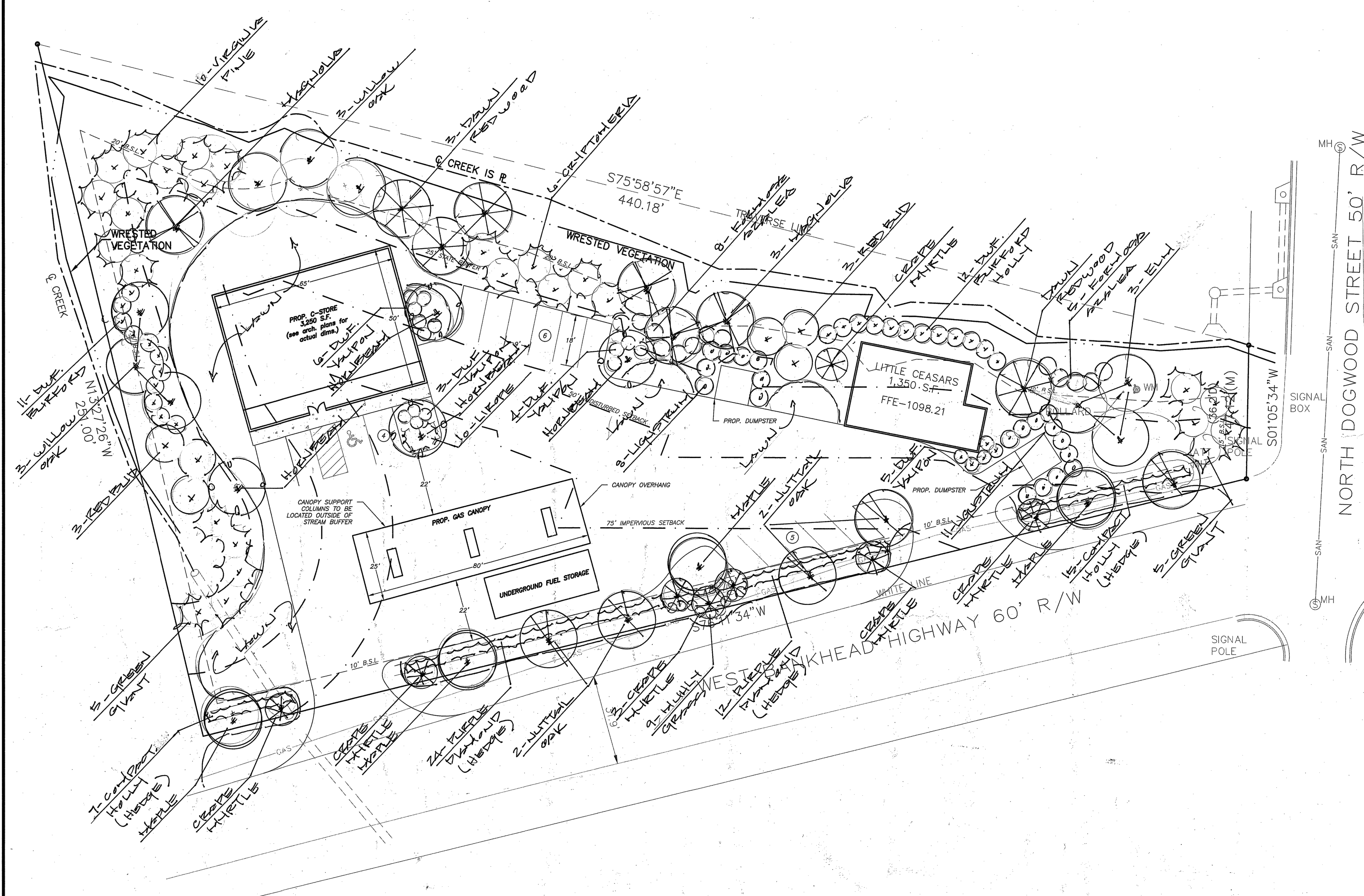
SCALE: 1" = 20'

Job: 2022-LSA-17

ISSUE: B.0

SHEET 6 OF 9

Woodruff
Design Associates
3301 Stewart Lake Road
Monroe, GA 30655



PROJECT NOTES:

Owner: MCK LLC
1400 INDIAN TR
LILBURN, GA 30093

Developer: Atai Construction
1400 INDIAN TR
LILBURN, GA 30093

CONTACT: Rohail Hada
PHONE: 404-610-6630

CONTACT: Rohail Hada
PHONE: 404-610-6630

- Property located in L.L. 162, 6th Dist, Carroll Co.
- Zoning: VR.
- Building Setbacks:
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet
- Proposed Bldg use is Commercial.
- Total tract contains 1.2 acres
- Boundary information obtained from survey by SCI Development Services dated 9/12/2017.
- Topographical information obtained from SCI Development Services dated 9/12/2017.
- Contour interval is 2 feet feet.
- This property is shown on F.I.R.M. panel number 13045C01560, dated 9/18/2007 and is not located within a special flood hazard zone.
- Utilities:
Water - Carroll County
Sanitary Sewer - Carroll County
- The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
- The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.
- Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.
- There are no drive-up window(s) to be installed.
- No billboards are permitted.
- There are two dumpster(s) associated with this project.
- There are no overhead doors on this project.
- No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
- All new utility lines shall be located underground.

PLANT LIST

QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
4	ACER 'AUTUMN BLAZE'	AUTUMN MAPLE	2.5" CAL.	
6	QUERCUS PHELLOS	WILLOW OAK	2.5" CAL.	
5	QUERCUS 'NUTTAIL'	NUTTAIL OAK	2.5" CAL.	
3	ULMUS 'BOSQUE'	ELM	2.5" CAL.	
5	METASEQUOIA GLIPTOSTRO.	DAWN REDWOOD	8 FT. HT.	
9	MAGNOLIA 'BRAKEN BROWN'	MAGNOLIA	8 FT. HT.	
8	LAGERSTROMERIA 'NATCHEZ'	CRAPE MYRTLE	8 FT. HT.	
10	ARBORVITEA 'GREEN GIANT'	GREEN GIANT	8 FT. HT.	
3	CRYPTOMERIA JAPONICUM	CRYPTOMERIA	8 FT. HT.	
10	PINUS VIRGINIANA	VIRGINIA PINE	6-7 FT. HT.	
21	LIGUSTRUM JAPONICUM	LIGUSTRUM	7 GAL.	6' O.C.
23	ILEX BURFORDI 'NANA'	DWF. BURFORD HOLLY	3 GAL.	5' O.C.
18	ILEX 'VOMITORIA NANA'	DWF. YAUAPON	3 GAL.	4' O.C.
20	ILEX 'COMPACTA'	COMPACT HOLLY	3 GAL.	4' O.C.
13	RHODODENDRON INDICA	FORMOSA AZALEA	3 GAL.	5' O.C.
9	MUHLENBERGIA 'LENCA'	MUHLI GRASS	3 GAL.	4' O.C.
36	LOROPETALUM 'PURPLE DIAMOND'	LOROPETALUM	3 GAL.	4' O.C.
10	LIROPE 'BIG BLUE'	LIROPE	1 GAL.	2' O.C.
625	TRACHELOSPERMUM	*ASIATIC JASMINE	4" POT	4' O.C.

*PLANTED ALONG STREAM BUFFER BETWEEN CREEK BACK AND PROPOSED TREE/SHRUB PLANTINGS. COVER AND PIN JUTE MESH OVER JASMINE PLANTINGS

LAWN AREAS TO BE TIFTUF BERMUDA SOD

GRAPHIC SCALE - IN FEET

10 0 20 40 60 80

LEVEL II CERTIFIED DESIGN PROFESSIONAL

GSWCC

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

CERTIFICATION NUMBER: 0000039604

PREPARED BY

Land

Solution Associates, LLC

P.O. Box 187
Tiger, GA 30578
(770) 678-7253
land@solutionassociates.com
CONTACT: ROBERT "BO" CONE

DEVELOPER:

ATAI CONSTRUCTION
1400 INDIAN TRAIL LILBURN RD. NW
NORCROSS, GA 30093
678-892-2999

24-CONTACT:
ROHAIL HADA
404-610-6630
rohail@ataiconstruction.com

VILLA RICA C-STORE

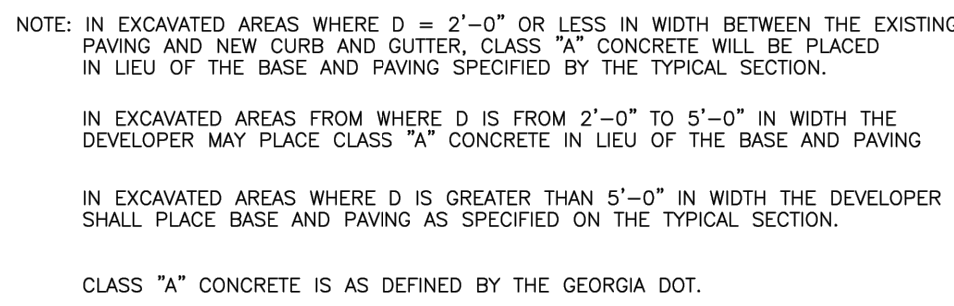
LAND LOT 162, 6TH DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

LANDSCAPE CONCEPT

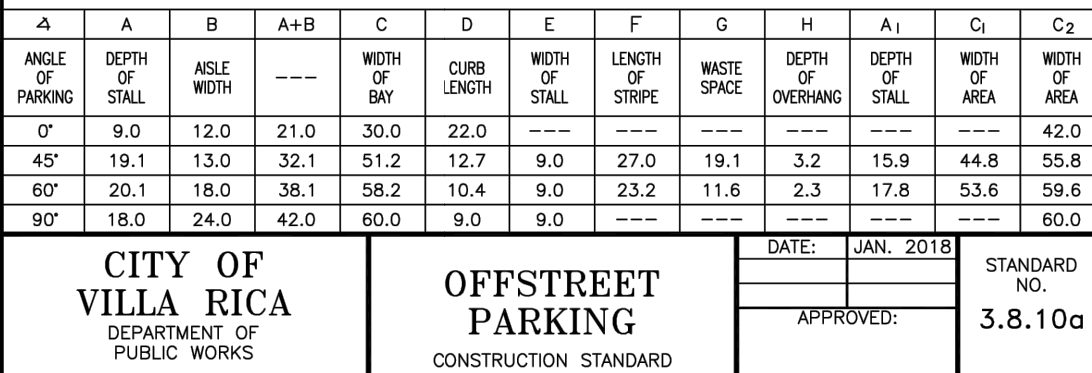
SHEET TITLE:

SIGNED / SEALED

DATE:	10/27/2022
REVISION	
NO.	A
REVISION - CLIENT FEEDBACK	
DESIGNED BY: MJW	SCALE: AS SHOWN
DRAWN BY: MJW	
CHECKED BY: RAC	SHEET
22-LSA-17	10-AUG-22



CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	PAVEMENT WIDENING CONSTRUCTION STANDARD	DATE:	JAN. 2018	STANDARD NO. 3.8.04
		APPROVED:		

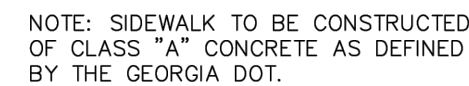


CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	OFFSTREET PARKING CONSTRUCTION STANDARD	DATE:	JAN. 2018	STANDARD NO. 3.8.10b
		APPROVED:		

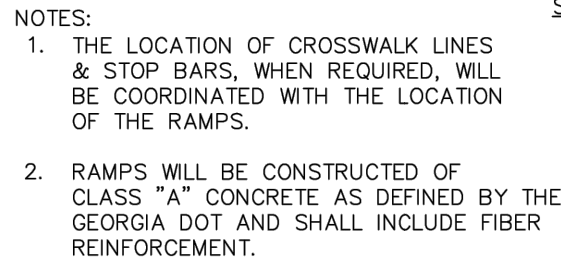


- NOTES:**
1. PERMISSION MUST BE OBTAINED TO OPEN CUT EXISTING ROADS.
 2. ROADWAYS WILL GENERALLY BE BORROWED OR TUNNELED FROM DITCH LINE TO DITCH LINE.
 3. BED AS PER APPLICABLE UTILITY SPECIFICATION.

CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	TYPICAL STREET CUT REPAIR CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.11
		APPROVED:	



CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	SIDEWALK CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.15
		APPROVED:	



CITY OF VILLA RICA DEPARTMENT OF PUBLIC WORKS	WHEELCHAIR RAMP CONSTRUCTION STANDARD	DATE: JAN. 2018	STANDARD NO. 3.8.16
		APPROVED:	



24" STANDARD CURB

6" x 24" x 12"
3000 P.S.I. CONC. @ 28 DAYS
1/2" EXPANSION JOINTS OR PREMOLDED BITUMINOUS
EXPANSION JOINT MATERIAL SHALL BE PROVIDED AT ALL
STRUCTURES AND RADIUS POINTS & AT INTERVALS NOT TO
EXCEED 250' IN THE REMAINDER OF THE CURB & GUTTER.

Curb 6x24inch 2



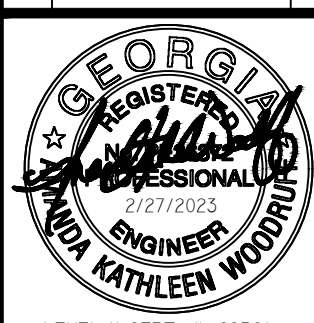
- NOTES:
1. CONCRETE - 3000 P.S.I. @ 28 DAYS.
 2. PROVIDE 1.5" DEEP TRANSVERSE GROOVES AT 5.0' INTERVALS.
 3. PROVIDE 0.5" WIDE EXPANSION JOINT @ 50' INTERVALS AND AT ALL CURBS, RIGID STRUCTURES, AND RIGID PAVEMENT.
 4. TOOL ALL EXPOSED EDGES AND JOINTS TO 1/4" RADIUS.
 5. BROOM FINISH ACROSS DIRECTION OF TRAVEL.

NOT TO SCALE



NOT TO SCALE

Hc sign



Results:

Parcel ID - V07 0030004

Alt Id - 31105

Address - 406 WESTVIEW DR

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.56

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR

CARROLLTON, GA 30117

Parcel ID - V07 0030003

Alt Id - 31104

Address - 408 WESTVIEW DR

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.77

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR

CARROLLTON, GA 30117

Parcel ID - V07 0030002

Alt Id - 31103

Address - 412 WESTVIEW DR

Owner - BELISLE ROSE M

Acres - 0.86

View: [Report](#) | [Field Definitions](#)

BELISLE ROSE M

412 WESTVIEW DR

VILLA RICA, GA 30180

Parcel ID - V07 0030016

Alt Id - 31117

Address - 418 WESTVIEW DR

Owner - MMV CONSTRUCTION LLC

Acres - 0.98

View: [Report](#) | [Field Definitions](#)

[MMV CONSTRUCTION LLC](#)

4125 CASHTOWN RD

BREMEN, GA 30110

Parcel ID - V07 0020002

Alt Id - 31102

Address - MONTGOMERY ST

Owner - BURNETT STUART E JR

Acres - 0.18

View: [Report](#) | [Field Definitions](#)

[BURNETT STUART E JR](#)

407 E MONTGOMERY ST
VILLA RICA, GA 30180

Parcel ID - V07 0010017

Alt Id - 31099

Address - 323 WESTVIEW DR

Owner - ALLEN MICHELLE

Acres - 0.18

View: [Report](#) | [Field Definitions](#)

[ALLEN MICHELLE](#)

5135 SPRING GLEN CT
DOUGLASVILLE, GA 30135

Parcel ID - V07 0020001

Alt Id - 31101

Address - 402 W BANKHEAD HWY

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.7

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR
CARROLLTON, GA 30117

Parcel ID - V07 0010001

Alt Id - 31084

Address - 364 W BANKHEAD HWY

Owner - NORTON CLASSIC PROPERTIES LLC

Acres - 0.52

View: [Report](#) | [Field Definitions](#)

[NORTON CLASSIC PROPERTIES LLC](#)

108 CORPORATE DR
CARROLLTON, GA 30117

Parcel ID - V07 0010002

Alt Id - 31085

Address - 354 W BANKHEAD HWY

Owner - HAROLD E CRYE TRUSTEE OF THE AROLD E
CRYE REVOCABLE LIVING TRUST

Acres - 0.2

View: [Report](#) | [Field Definitions](#)

HAROLD E CRYE TRUSTEE OF THE AROLD E
CRYE REVOCABLE LIVING TRUST
354 W BANKHEAD HWY
VILLA RICA, GA 30180

Parcel ID - V07 0010014

Alt Id - 31096

Address - 344 W BANKHEAD HWY

Owner - UPTOWN COUNTRY LLC

Acres - 0.47

View: [Report](#) | [Field Definitions](#)

[UPTOWN COUNTRY LLC](#)
342 W BANKHEAD HWY
VILLA RICA, GA 30180

Parcel ID - V02 0010001

Alt Id - 29790

Address - 363 W BANKHEAD HWY

Owner - PIKE DOYCE R SR

Acres - 0.45

View: [Report](#) | [Field Definitions](#)

[PIKE DOYCE R SR](#)
3274 VETERANS MEMORTAL HWY
LITHIA SPRINGS, GA 30122

Parcel ID - V02 0070104

Alt Id - 29915

Address - 395 BANKHEAD HWY

Owner - MQSK LLC

Acres - 1.2

View: [Report](#) | [Field Definitions](#)

MQSK LLC
3125 TOUCHTON CT
DULUTH, GA 30097

Parcel ID - V02 0010017

Alt Id - 29803

Address - 359 BANKHEAD HWY

Owner - PIKE DOYCE R SR

Acres - 0.37

View: [Report](#) | [Field Definitions](#)

[PIKE DOYCE R SR](#)
3274 VETERANS MEMORIAL HWY
LITHIA SPRINGS, GA 30122

Parcel ID - V02 0010022

Alt Id - 37228

Address - 361 BANKHEAD HWY

Owner - PIKE DOYCE RAY SR

Acres - 0.66

View: [Report](#) | [Field Definitions](#)

PIKE DOYCE RAY SR 3274 VETERANS MEMORIAL HWY LITHIA SPRINGS, GA 30122

Parcel ID - V02 0070017

Alt Id - 29869

Address - 427 W BANKHEAD HWY

Owner - HAWSKBILL INVESTMENTS LLC

Acres - 4.15

View: [Report](#) | [Field Definitions](#)

HAWSKBILL INVESTMENTS LLC 223 LAUREL LAKES DR CARROLLTON, GA 30116
--

Parcel ID - V02 0060001

Alt Id - 38890

Address - 314 PEACHTREE ST

Owner - CARROLL CO BOARD OF ED

Acres - 14.65

View: [Report](#) | [Field Definitions](#)

CARROLL CO BOARD OF ED 164 INDEPENDENCE DR CARROLLTON, GA 30116

Parcel ID - V02 0070507

Alt Id - 59060

Address - W BANKHEAD HWY

Owner - HAWSKBILL INVESTMENTS LLC

Acres - 0.15

View: [Report](#) | [Field Definitions](#)

HAWSKBILL INVESTMENTS LLC 223 LAUREL LAKES DR CARROLLTON, GA 30116
--



April 26th, 2023

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

Re: Planning Report
MQSK, LLC
VA-02-23
395 West Bankhead Highway
Land Lot 162, District 6th
Parcel # V02 0070104
Acreage: 1.2
Ward: 5
Planning Board Member: Mac Pilgrim
City Council Member: Danny Carter
City of Villa Rica, Carroll County, Georgia

Dear Miss Campbell:

MQSK, LLC (the Applicant) seeks two variances to reduce the required landscape buffer from 20' to 2', and to permit a drive thru for the proposed Little Caesars quick service restaurant within the front yard area. The variances would advance the construction of a Little Caesar's restaurant, and a gas station with convenience store. The variances are outlined in Section D.

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

1. Application for a Variance, dated March 31st, 2023;
2. Applicant Letter of Intent, dated March 31st, 2023, prepared by Amanda Kathleen Woodruff of Woodruff Design Associates (4 pages);
3. Limited Warranty deed, dated February 26th, 2018, signed by Gregory D. Strickland;
4. Construction Plans, dated February 27th, 2023, prepared by Kathleen Woodruff of Woodruff Design Associates (9 pages);
5. List of Adjacent Property Owners, undated.



A. Existing Conditions

The subject property is located north of Georgia Highway 78 (West Bankhead Highway) and west of South Dogwood Street. The parcel has 378.70' of frontage along Georgia Highway 78 and 35.94' of frontage along South Dogwood Street. The parcel is partially developed with a vacant trailer/structure and an ice machine that continues to operate. These are the only structures on the 1.2 acre site. The site also features a large amount of broken asphalt throughout the lot. The property is relatively flat with a stream that forms the northern and western property lines.

The parcel is currently zoned Commercial Low-Density (C1). The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the C1 Zone to the west and south, and the Single-family Urban (R2) Zone to the north. The property borders the Commercial Mixed-Use (CMU) Zone to the west across South Dogwood Street.

The developer owns two parcels that border the subject parcel to the generally eastern direction of the parcel (V07 0140004 and V07 0140151), which are not subject to this application. One of those parcels, (Parcel 0004) is partially developed with a single-family home, whereas Parcel 0151 is undeveloped. The parcel also borders the following parcels (the current use on each is included):

- V02 0060001– Northern border along South Dogwood Street –4.15 acres; **Dental Office.**
- V02 0070017– Western border – 14.65 acres; **Villa Rica Elementary School.**
- V07 0020001 – South of site across Georgia Highway 78 – 0.70 acres; **Office.**
- V02 0010001 – East of site across South Dogwood Street – 0.45 acres; **Restaurant**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Single-Family Urban (R2)	Urban Village
East	Commercial Mixed-Use (CMU)	Downtown Activity Area
South	Commercial Low-Density (C1)	Downtown Activity Area
West	Commercial Low-Density (C1)	Conservation/Open Space Downtown Activity Area



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

B. Site History

The vast majority of the parcel is vacant, including a trailer/building. An ice machine occupies a portion of the lot that is still in operation. More than half of the lot is paved with asphalt. The trailer is listed as a “relocatable office” on the Tax Assessor’s summary. The trailer was constructed in 1986 and the lot was paved last in 2000. The Unified Development Code (UDC) zoned the property as Downtown Commercial (DO-COM). The property was rezoned from DO-COM to C1 in 2020 during the citywide rezoning efforts.

In 2022, the applicant applied for a variance to encroach into the impervious 75’ setback by 9,235 sq. ft. and encroach into the 50’ stream buffer by 2,552 sq. ft in order to utilize the property for a Little Caesar’s restaurant and a gas service station with a 3,250 sq. ft. convenience store. The applicant was approved for the variances and has since submitted construction drawings and a Land Disturbance Permit application. Upon zoning review, several comments were generated based on deficiencies to the plans, to which it was further evaluated that variances would be required, prompting this application to be filed. The applicant has separately requested administrative relief from staff to reduce the number of stacking spaces for the drive-thru from seven spaces required to six spaces required.



C. Proposed Development

The applicant's request for a variance is to reduce the required landscape buffer from 20' to 2', and to permit a drive thru for the proposed Little Caesars quick service restaurant within the front yard area.

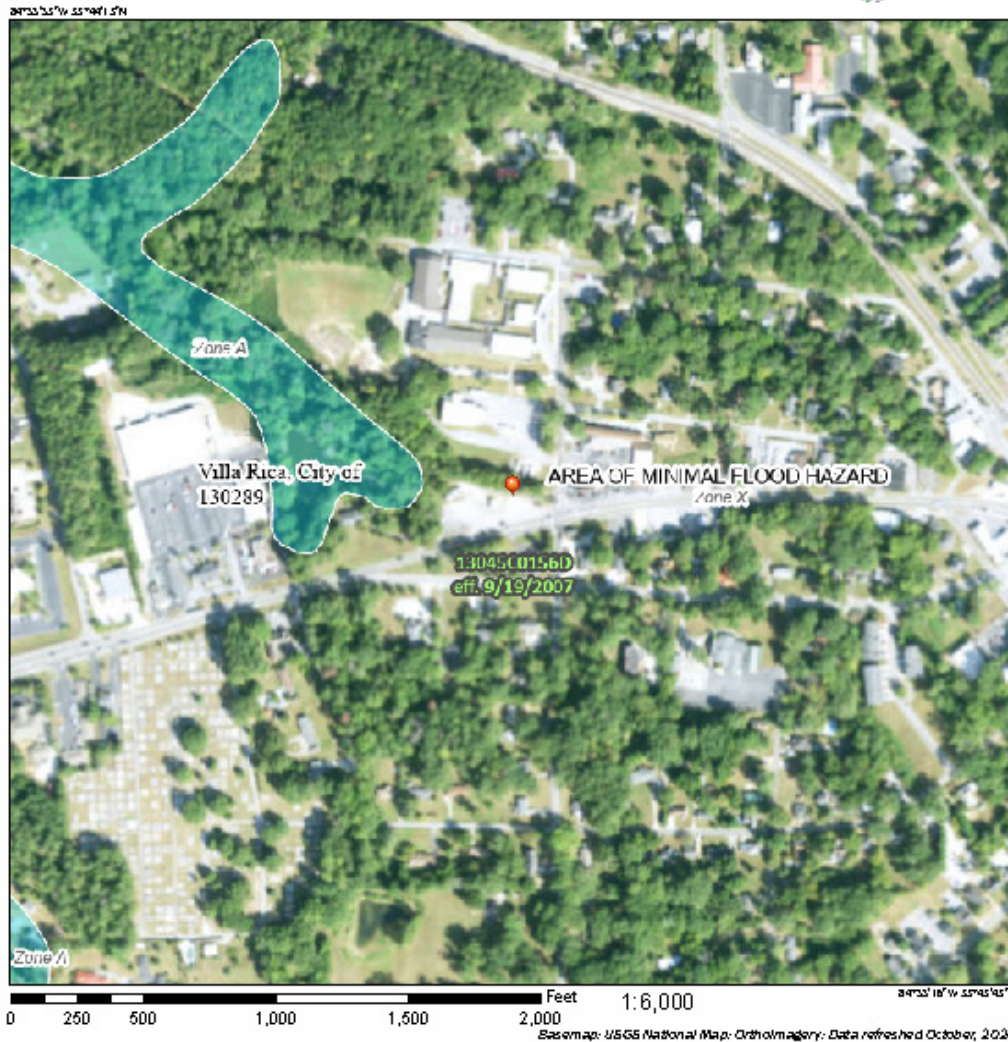
The applicant states that the drive-thru is for pick-up orders only that were pre-ordered, and no service orders will be taken at the pick-up window. According to the applicant, "it is anticipated that each vehicle will only approach the window for a time period of 30 seconds or less." The applicant has also stated in their letter of intent that "to provide necessary access to the site with curb-and-gutter with proper interior traffic circulation, there is not enough depth available due to the shape of the lot itself as it is platted." The applicant has proposed a landscape plan that meets the requirements on the lot, but does not meet the landscape buffer. The site is proposed to feature at least 49% open space once completed.

Flood Plain

This parcel is considered in "Flood Zone X", which is an area of minimal flood hazard. Figure 2, below, indicates the flood zone map:



National Flood Hazard Layer FIRMette



This map complies with FEMA's standards for the use of digital flood maps if it is the valid as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 9/27/2022 at 2:05 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the date or name of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map images for unmapped and unaccomplished areas cannot be used for regulatory purposes.

Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from two subsections of the Villa Rica Zoning Ordinance, as outlined below. The applicant has cited feasibility of developing the uses on site, a lack of depth of the lot, and the need to provide sidewalks as the purpose of their request as outlined in Section C.

The Applicant has requested variance relief for the following:

- Section 7.05(6)(a) *Parking Area Landscaping*-
 - Perimeter Landscaping for Off-Street Parking Areas. All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. Parking areas adjacent to other developed parcels shall require a planting area that is a minimum ten (10) feet in width. Trees shall be provided for interior drives per Subsection 7.05(8) – Street Tree Planting Requirements. Screening may consist of any of the following options or a combination:
 - Planting. A minimum of one (1) tree shall be provided for every thirty (30) linear feet of landscaped area. The trees may be a combination of deciduous and evergreen. The tree requirement may be reduced or eliminated if street trees are provided per Subsection 7.05(8) and are within thirty (30) feet of the edge of the parking area. In addition, a minimum of one (1) shrub shall be provided at a minimum of every three (3) feet in order to form a continuous screen a minimum of thirty-six (36) inches high within two (2) years of planting. The spacing may be wider than three feet depending on shrub selection and with approval by the Director. A minimum of fifty percent (50%) of the required shrubs shall be evergreen; or
 - Landscape Berm. A landscaped berm that is a minimum of three (3) feet in height shall be provided along the length of the landscaped area. Trees shall be provided and shrubs where the berm tapers to less than thirty-six (36) inches to maintain a continuous screening height of thirty-six (36) inches.

The applicant cannot adhere to all ordinance requirements for the proposed uses along with the full 20' landscape buffer and the required public sidewalk. Therefore, the applicant has requested to only supply a small 2' landscape strip and the full 5' sidewalk.

- Section 8.09(4)(a) *Drive-Through Establishments; Location*- Drive-in establishments/uses as accessory uses shall not be located within the front yard of the principal building.

The drive-thru facility cannot be located in another location based on the submitted plans. The stream in the rear of the parcel and the triangular shape of the lot limits the placement of the drive-thru in a conforming location.



Proofs for Variances

In review of the variance requests and design standard deviations requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and stems from the shape and size of the lot, along with the intensity of the uses that make developability difficult as proposed.

Few benefits to approving the variances could be readily identifiable by staff, other than improved circulation on the site for the different uses. In addition, the granting of the variance is necessitated in order to construct the project as envisioned on the concept plans at the time of the rezoning.

Detriments to the granting of the variances may arise from overcrowded conditions on the lot and more hardscape in an area where we require landscape. The Comprehensive Plan sets aside various areas of the city for Open Space/Conservation Character Areas that are to protect environmentally sensitive areas from development pressures. The Comprehensive Plan does not indicate this area is a sensitive area or includes this section of the lot within the Open Space/Conservation Character Area. Therefore, it is concluded that the Comprehensive Plan will not be negatively impacted by the variances. Staff advises that the benefits of the variances would substantially outweigh any detriment.

Variance Decision Criteria

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

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with *O.C.G.A. 36-66-1*), that:
 - i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The city staff have general concerns with the traffic circulation on site. Between deliveries to the convenience store, restaurant and gas station, the addition of a drive-thru that exits onto incoming traffic entering the site has prompted questions related to the safety of having a drive-thru in this location, particularly with queuing to leave the site from both the gas/convenience operation and the restaurant operation.

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

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

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-



imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The application of the zoning ordinance will result in a practical difficulty in the use of the property as proposed. The building placements would need to be dramatically altered, the drive-thru would have considerable difficulties with operation in any other location should the variances be denied. It appears that the request is self imposed as a drive-thru is not required for a restaurant to operate on site, and the landscaping buffers on site are also impacted by the other request.

E. Comments

No Staff comments.

Recommendation:

Staff recommendation:

Both variances: DENIAL

Reasons: The requests are self-imposed.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on April 7th and April 8th; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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

Very truly yours,

Ronald Johnson

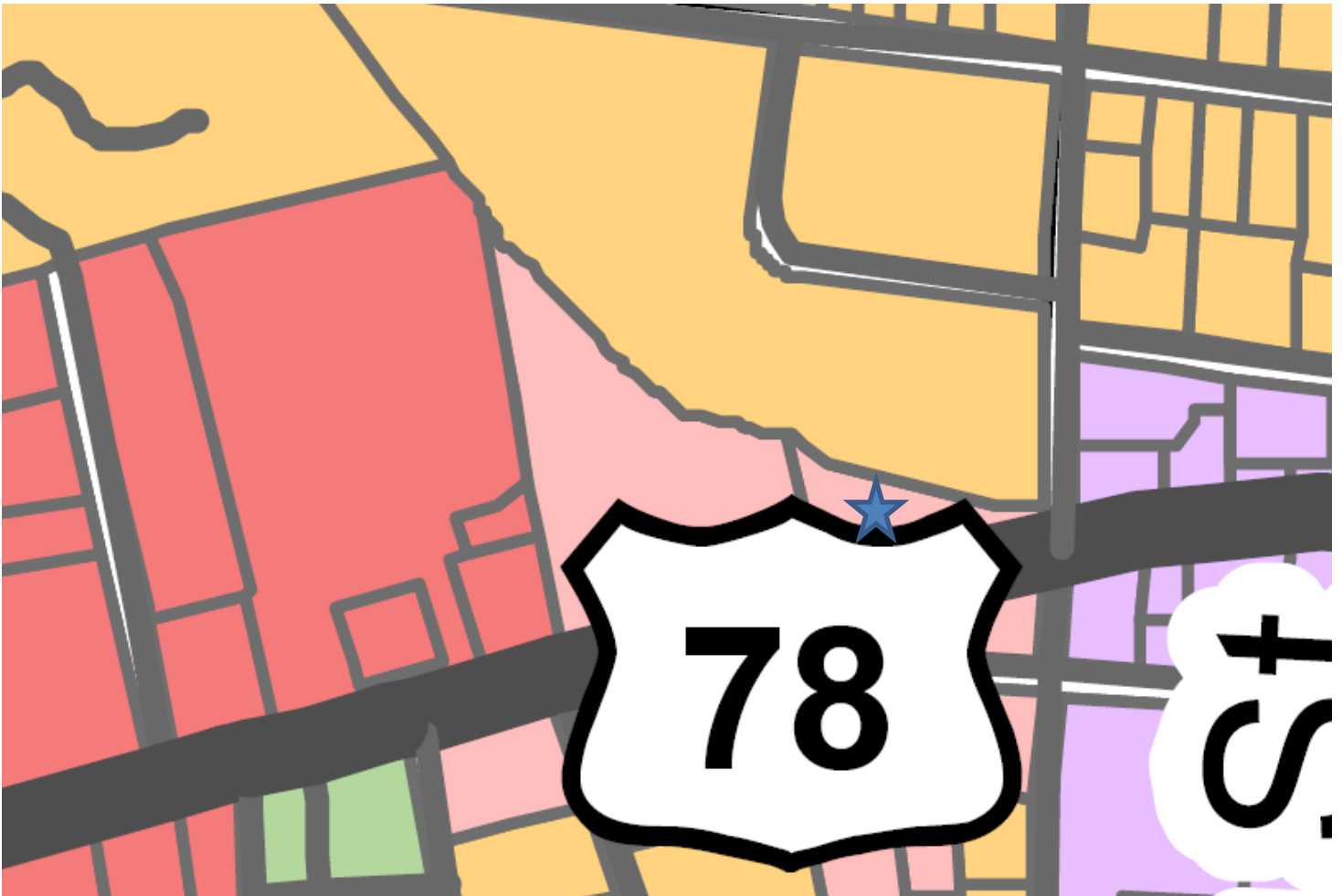
Planning & Zoning Specialist



395 West Bankhead Highway
VA-02-23
April 26th, 2023
Page 9 of 9

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

Zoning Map (C1 Zone):





Future Land Use Map (Downtown Activity Center):



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

City of Villa Rica



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

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, November 8, 2022, | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

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

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

Invocation: Pastor Susan Jones, Macedonia Baptist Church

Pledge of Allegiance: Officer Cameron Roseberry

Adoption of the Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda as presented.

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

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

Citizen Kelly Hite came forward to ask the City to form an Animal Advisory Board to discuss the feral cat populations within the City.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson spoke of her concerns with inflations effects on property taxes and Covid.

A. Consent Agenda (Mayor Gil McDougal)

1. Contract between City and CVB for Distribution of Funds Pursuant to Hotel/Motel Tax
2. Purchase F150 for Code Enforcement
3. Addendum to the Paycom HRIS
4. 2022 Downtown Development Authority Appointment of Rob Smith
5. AV System Upgrade at V-Plex
6. Fill a Vacancy of the Villa Rica Recreation Advisory Commission with Amy Bradley
7. Purchase and Deploy Five (5) Additional Axon Taser 7 Electronic Control Weapons (ECW) for Use in the Police Department
8. Solid Waste Pickup Change from Weekly to Bi-Weekly or Two Pickups per Month

9. Water System Tank Maintenance Agreement
10. Lead and Copper Monitoring Rule Service Agreement
11. North Plant Solids Handling Chamber Design
12. Approve New City Clerk
13. Purchasing Authority for Staff
14. Contract with new Probation Agency
15. Parks and Recreation Master Plan
16. Approval of Addendum No. 23 with Carter & Sloope to Design North Bypass Water Line
17. Approval of Proposal to Design an Upgrade to North Avenue

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

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Meeting Minutes of October 4, 2022

Motion: Councilwoman Shirley Marchman moved to approve the Meeting Minutes of October 4, 2022.

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

2. Approval of Special Called Meeting Minutes of August 30, 2022

Motion: Councilwoman Leslie McPherson moved to approve the Special Called Meeting Minutes of October 14, 2022.

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

3. 2023 Proposed Council Meetings

Motion: Councilman Matthew Momtahan moved to approve the Option 1 2023 Meeting Calendar.

RESULT:	ADOPTED
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, McCoy
NAYS:	McPherson, Carter

C. Community Development (Tracy Jarvis, Director)

1. VA-13-22 – 395 West Bankhead Highway – Stream Buffer Variance and Public Hearing
(Tracy Jarvis, Community Development Director)

MQSK, LLC of Villa Rica, GA requested a variance for an encroachment of 9,235 square feet into the 75' stream buffer and 2,552 square feet within the 50' stream buffer in order to construct a 1,300 square foot Little Caesar's restaurant, a gasoline service station with a canopy and a 3,250 sq. ft. convenience store.

Public Hearing: Michael McPherson came forward to speak.

Motion 1: Councilman Danny Carter moved to approve the variance requested by MQSK, LLC of Villa Rica, Georgia to encroach into the city's 75' stream buffer by 9,235 square feet.

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

Motion 2: Councilman Danny Carter moved to approve the variance requested by MQSK, LLC of Villa Rica, Georgia to encroach into the city's 50' stream buffer by 2,552 square feet.

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

2. Amendment to Section 7.02 – Offstreet Parking and Loading (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
The proposed amendment is to revise parking space size requirements, which is currently 10' x 20', and remove all applicable illustrations showing such parking space sizes for 45 degree, 60 degree and 90 degree parking orientations in favor of referencing standards already in existence in the Development Code that call for 9' x 18' spaces.

Public Hearing: No one came forward to speak.

Motion: Councilman Matthew Momtahan moved to approve the proposed amendment to Section 7.02 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

3. Amendment to Section 7.08 – Tree Conservation, Buffers, and Landscaping Compliance (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

The proposed amendment is to exempt industrial developments from providing offsets and projections on façade walls. Staff also proposes to clarify wordage related to storefront transparency as related to industrial buildings.

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to approve the proposed amendment to Section 7.08 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

D. Deputy City Manager/CFO (Sarah Andrews)

1. Increase Police Night Shift Differential

Motion: Councilman Danny Carter moved to approve night shift differential of \$1.50 for all sergeants, corporals and officers effective for current payroll, which processes on November 22, 2022.

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

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

City Attorney announced the Council will go into Executive Session to discuss the following:

1. To discuss or vote to enter into a contract to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-39(b)(1)(D).

Motion: Councilman Danny Carter moved to go into executive session.

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

Executive Session Action: City Attorney David Mecklin reported Council wanted to enter into a real estate contract

Motion: Councilman Danny Carter moved to go back into regular session.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman

SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, McPherson, Momtahan, McCoy

Motion: Councilman Danny Carter moved to approve Executive Session Action allowing City to enter into a Real Estate contract with D.D. Hunt & Associates.

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

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

Mayor Gil McDougal

City Clerk Theresa Campbell



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: CU-01-23 – Special Exception Use Permit to operate a Truck Parking facility

AGENDA DATE: May 9, 2023

DATE PREPARED: April 27, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Riliwanu Aliu, MD seeks a Special Exception Use Permit in order to operate a truck parking facility at the NW corner of Industrial Boulevard (Highway 101) and West Industrial Court (Parcel number: V03 0100037).

BACKGROUND: The applicant has proposed that the use will be paved, fenced, appropriately lit, gated with controlled entry, and will feature security cameras on-site at all hours. The applicant has indicated in their letter of intent that the “business is being created for trucking companies to take over the leasing of the parking lot”. The applicant states that the development will provide an alternative safer location for overnight truckers to park in lieu of parking on the on/off ramps to I-20 or idling on local and state routes.

STAFF RECOMMENDATION:

Special Exception Use: DENIAL

Reasons: Staff has concern with the general traffic conditions of entering and exiting onto Highway 101. Excessive traffic is expected to use the facility and traffic improvements to the intersection of Highway 101 at West Industrial Court should be considered as a part of the request.

IMPACT: N/A

MOTION:

I move to deny the requested Special Exception Use Permit for a Truck Parking facility at the above-cited location.



APPLICATION FOR
SPECIAL EXCEPTION

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

Date of Application: 3/20/2023

APPLICANT

Applicant Name: Riliwanu Alui
Address: 3589 Bartow's Bridge City: P. Springs State: Ga Zip: 30127
Phone: (770) 865-9610 Fax: () Email: Raliu315@gmail.com
Agent Name: Andrew March
Address: 1459 Field Park Circ. City: Marrietta State: Ga Zip: 30066
Phone: (912) 278-6161 Fax: () Email: Andrew@vonderreality.com
Owner Name (If different from applicant): R/S Venture LLC
Address: 125 Windsong CT City: Carrollton State: Ga Zip: 30117
Phone: (404) 583-1183 Fax: () Email: Drs1850@aol.com
(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): ☒ Conditional Use Permit ☐ Development Standards Variance

Name: Special Exception
Special Exception Location (attach location map): W. Industrial CT
Proposed Use: Truck Parking/Storage
Square Footage of Site: 10.11 acres / 440391.6 sqft
Assessor's Parcel Number: V030100037
Describe Proposed Special Exception: _____

(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: _____



**APPLICATION FOR
SPECIAL EXCEPTION**

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

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


Signature of Applicant


Date

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with Zoning Ordinance 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 all application requirements;
- 3) *A written statement describing the following:*
 - a) The proposed use;
 - b) The effect the proposed development 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;
 - c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d) The areas that are most likely to be directly affected by such change and the likely effects;
 - e) 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.
- 4) Any other exhibits as may be required by the Community Development Manager.



**APPLICATION FOR
SPECIAL EXCEPTION**

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 applicant 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 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
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We certify that the foregoing information is true and correct, this 20th day of March, 2023.

Riliwanu Aliu, MD

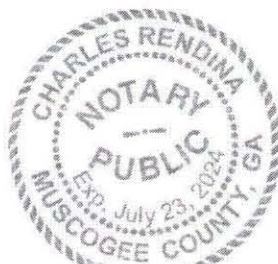
Applicant's Name – Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20th day of March, 2023.



[Signature]

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.

Special Exception Proposal

The proposed use of the site will be trucks/trailers parking lots. The site is zoned industrial and it is within the industrial park, which is in conformity with the proposed use. The stream buffer variances we have requested pertain to the northern, man made, drainage canal that was developed by the city and the landowner in the early 1990s and we feel that should be taken into consideration as it is not a natural stream.

However, this project after its completion will create jobs within the community. The business is being created for trucking companies to take over the leasing of the parking lot. The development will also provide safe alternatives to the Commercial traffic in the area vs parking on the on/off ramps in the area or “idling” on the side of the road, making the area roadways safer for truck drivers as well as passenger vehicles.

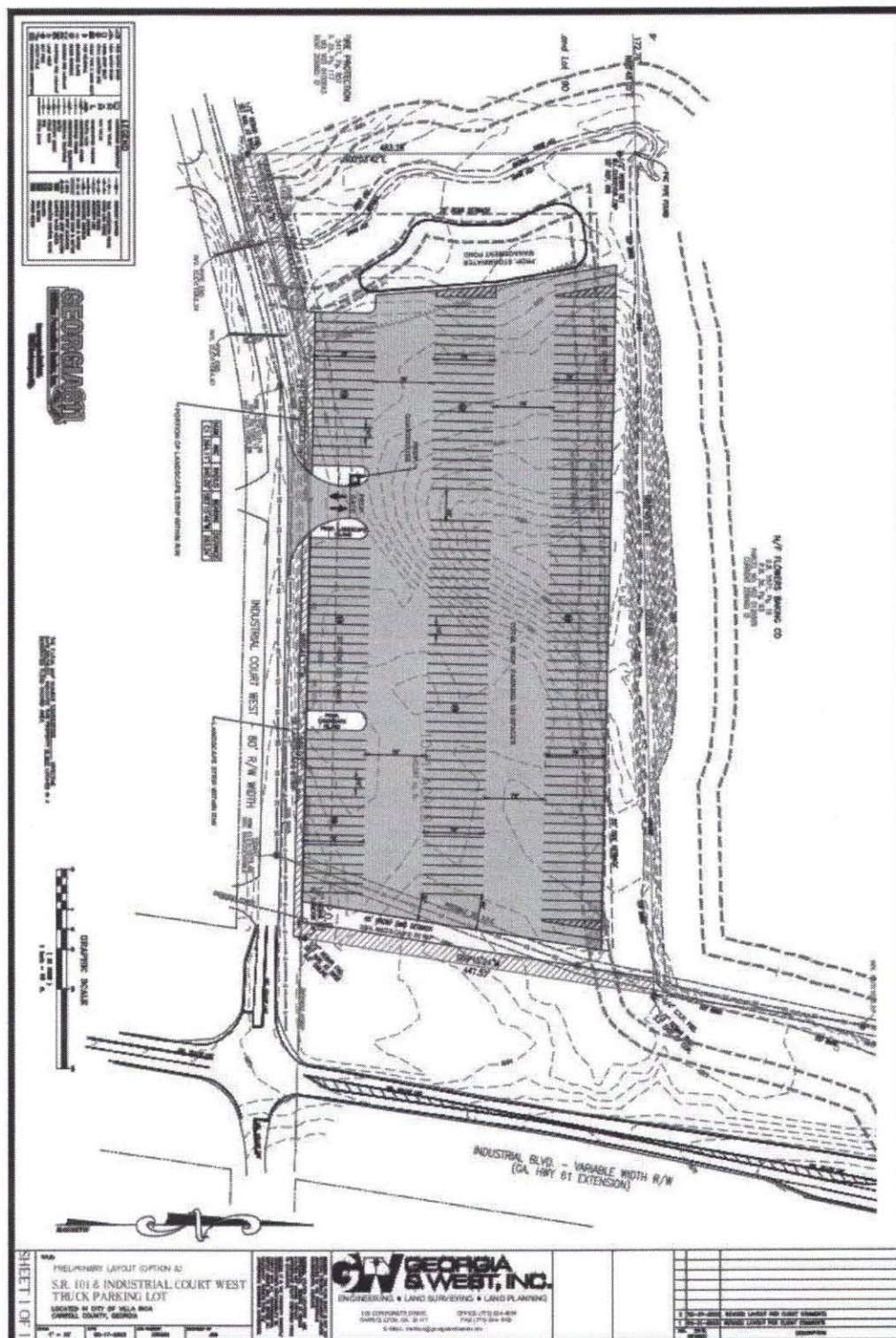
The lot will be developed with the consideration of the surrounding properties and no it will have no detrimental effect whatsoever on the surrounding properties and general interest of the community.

We assured the city officials and the members of the community that the lot will be developed neatly, paved, fenced, flood light and security cameras will be in place 24/7. It will be gated with controlled access. No loitering around the lot will be allowed.

The lot will be manned during working hours of the week, The security of the lot, members of the community and the community will be uppermost in the mind of the owner.

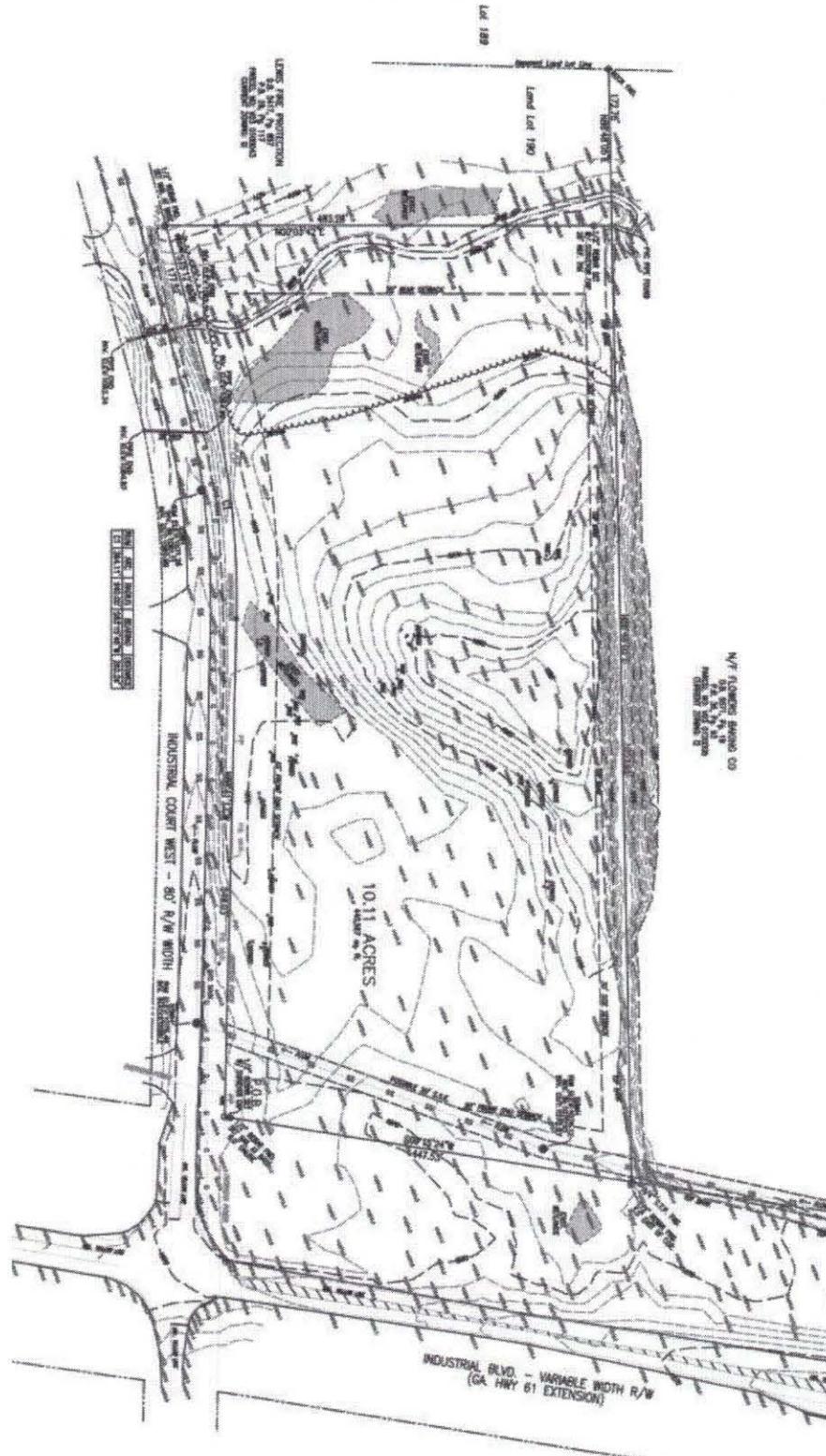
- Riliwanu Aliu, MD

Proposed Site Plan



Special Exception Proposal

Recent Survey Of Site



Project Description:

The applicant is requesting a Special Exception for the purpose of operating a truck parking lot.

Surrounding Properties:

Current Zoning		Land Use
North	Industrial Medium-Density (I2)	Industrial
East	Industrial Medium-Density (I2)	Vacant
South	Industrial Medium-Density (I2)	Industrial/Vacant
West	Industrial Medium-Density (I2)	Industrial

Special Exception Review Standards:

The Code of the City of Villa Rica Zoning Ordinance Section 11.09(4)a, the following criteria shall be used when determining approval of a Special Exception:

- i) **Is in fact a permitted Special Exception use as listed in each zoning district and appears on Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved;**

Public and private parking lots are Special Exception category under the land uses table.

- ii) **Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;**

The proposed truck parking lot is consistent with the character of the I2 Industrial Medium-Density Zone. The surrounding properties are all zoned industrial and are used for industrial purposes. The truck parking lot is proposed to services the trucks entering and leaving the industrial park, as hundreds of trucks travel the Highway 101 corridor daily. This use will meet the needs of the truck drivers before they travel to I-20. No residential uses are located near the proposed truck stop. No convenience stores are located near the truck stop, or within this northwestern section of the city.

- iii) **Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;**

Because the property is in the Industrial Character Area, which promotes industrial activity and healthy industrial parks, the use is most appropriate for this Industrial Character Area compared to other Industrial Character Areas. The main users of the facility are truck drivers. The appearance and character of the area are not proposed to change based on the submitted concept plan, and existing construction in the area.

- iv) **Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;**

The property has access to water and sewage services and is located within 2 miles of the Carroll County Fire Department. All other public facilities are supplied by the City of Villa

Rica. Although from a road capacity standpoint Highway 101 will not need improvements, the W Industrial Ct intersection may require upgrading, including acceleration lanes, deceleration lanes, turning lanes and/or a traffic light, subject to review by the City Engineer and the Georgia Department of Transportation (GDOT). Highway 101 belongs to the largest street classification category (Arterial) and is intended for heavy traffic, including trucks. The additional truck traffic concerns staff, as well as the handling of the drainage for the lot.

v) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

The use as proposed is not detrimental to the community's economic welfare or proposed to increase the need for additional community facilities or services. There is a general health and safety concern related to security.

vi) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;

The use will generate increased traffic at the intersection of W Industrial Ct and Highway 101 because of the increase in truckers using that facility for refilling and parking/sleeping. As with all trucking facilities, the presence of fumes and odors are inherent. The isolation of this property from residential properties removes some potential nuisance to the general welfare concerns.

vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; and

Vehicular approaches have not been indicated on the submitted Concept Plan. All traffic related improvements along Georgia Highway 101 are required to be reviewed by GDOT, to which they will determine if traffic improvements are warranted. The W Industrial Ct aprons and any acceleration/deceleration lanes are subject to the requirements of the Villa Rica City Engineer and the Development Code.

viii) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

The property will not create any such damage or destruction. No historic resources have been documented on this property. There are two streams/tributaries that cross the property, that would be subject to the state and local stream buffer requirements (including the 75', 50' and 25'). The far eastern section of the property, near GA Highway 101 is located in FEMA Flood Zone X, which represents an area of moderate flood hazard that is determined to be outside the Special Flood Hazard Area between the limits of the base flood and the 0.2-percent-annual-chance (or 500-yr) flood.

Nearby Streams and Rivers



Staff Comments:

The applicant is requesting a Special Exception for the purpose of a truck parking facility. The applicant has stated that the facility will have 24/7 security cameras and an on-site manager during the day. The facility will be gated with controlled access. The applicant has not indicated the total number of spaces proposed.

The purpose of Special Exception Use review is to allow the City to exercise some discretion over the extent and design of certain activities that could have a detrimental effect on the community if permitted to exist in large numbers, in certain locations or without special conditions. Therefore, these regulations enable the City to authorize a Special Use subject to conditions that mitigate the potential problems associated with the use or its location in relation to the neighboring properties. A Special Use is not a use by right.

Although there may be traffic and environmental conditions that may arise from the corresponding construction associated with the approval of this use, this application is only for the allowance of the use itself. The City Engineer and GDOT have standards for site improvements on and off of the parcel that must be met prior to construction. The stream buffer, lot coverage requirements, setbacks and all other requirements of the zoning ordinance and the development code are expected to be followed and meet the proper standards, otherwise further variances will be required.

Recommendation:

Special Exception Use: DENIAL

Reasons: Staff has concern with the general traffic conditions of entering and exiting onto Highway 101. Excessive traffic is expected to use the facility and traffic improvements to the intersection of Highway 101 at West Industrial Court should be considered as a part of the request.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **April 20th, 2023**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, one member of the public called on 8/3/20 to find out more information on the proposed use and to voice concern with increased traffic.

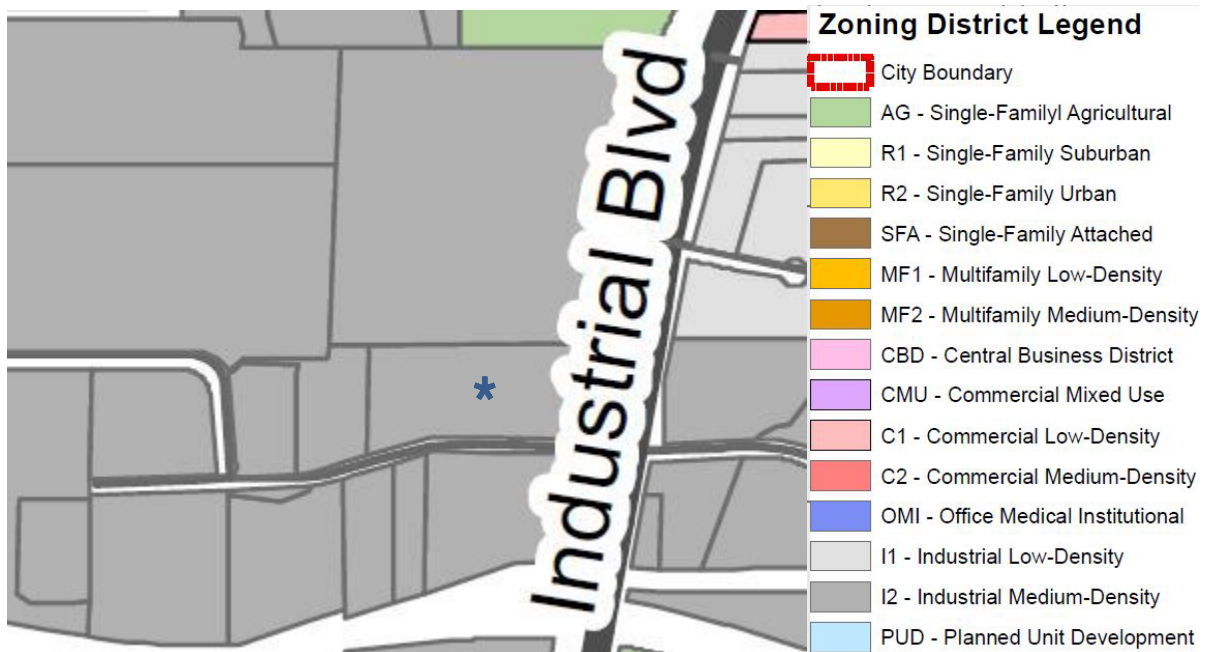


Ronald Johnson, Planning & Zoning Administrator
Department of Community Development

Attachments:

1. Application
2. Proposed Site Plan prepared by Georgia & West, Inc.
3. Letter of Intent

Zoning Map:





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-01-23 – Rezoning of 45.26 acres at Punkintown Road and Dallas Highway
AGENDA DATE: May 9, 2023

DATE PREPARED: April 27, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Arpit Realty, LLC seeks a rezoning of thirteen (13) parcels along Punkintown Road and Dallas Highway from Single-Family Agricultural (AG) to Commercial Low-Density (C1) and Single-Family Attached (SFA) in order to reparcel the lots and advance a proposed Age 55+ 120-unit townhome proposal and a neighborhood commercial development.

BACKGROUND: The applicant's proposal would re-parcel thirteen (13) lots and subdivide the property between C1 and SFA-zoned uses. Approximately 19 acres is to be rezoned C1 and 24 acres zoned SFA. A proposed realignment of Punkintown Road and Towne Creek Drive, along with the new roundabout at those roadways, would take the remaining acreage.

The Planning & Zoning Commission voted 4-0 to deny the application on grounds concerning the use of the townhomes as rentals as well as a lack of details to the proposal.

STAFF RECOMMENDATION: APPROVAL W/Conditions:

Reasons: The requested rezoning would provide further commercial growth along the Punkintown Road and Dallas Highway corridor and would advance further housing choices for seniors in our community.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.
3. The Applicant/Developer/Owner agrees to construct a

minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of masonry within the residential portion of the development.

4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.

IMPACT: N/A

MOTION: I move to approve the rezoning request from Arpit Realty, LLC for a rezoning from AG to C1 and SFA with the conditions as outlined by staff.



**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: February 23, 2023

APPLICANT

Applicant Name: Arpit Realty, LLC
Address: 900 Hillwood Cr City: Villa Rica State: GA Zip: 30180
Phone: () - Fax: () - Email: _____
Agent Name: Terry Dobbins
Address: _____ City: _____ State: _____ Zip: _____
Phone: (404) 680 - 5009 Fax: () - Email: terry.dob@hotmail.com
Owner Name (If different from applicant): _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () - Fax: () - Email: _____

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

REZONING REQUEST

Existing Zoning: AG Requested Zoning: C1 & SFA
Property Address: Varies (See Attached) Nearest Intersection: Punkintown Rd & Dallas Hwy
Present Use of Property: Single-Family Dwelling
Proposed Use: Commercial & Single-Family Attached Residential
Size of Tract: ±45.26 Ac Land Lot Numbers: Attached Districts: Attached
Gross Density: ±2.76 units per acre Net Density: ±2.97 units per acre
Property Tax Parcel Number: Varies (See Attached)

(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, Terry Dubbois, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Terry Dubbois
Signature of Applicant

2-23-23
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 23 day of Feb, 2023.

Terry Dobbin

Applicant's Name – Printed

Terry Dobbin

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 23rd day of February, 2023.



[Signature]
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.



ENGINEERS | SURVEYORS LANDSCAPE ARCHITECTS

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

Letter of Transmittal

TO: City of Villa Rica – Attn: Ronald Johnson
ADDRESS: 571 W Bankhead Hwy, Villa Rica, GA 30180
PHONE: (770) 495-7000
DATE: 02/28/23
PROJECT: Punkintown Rezoning
PROJECT NO.: H22147
HRC REP: Avery Ward – award@hrcengineers.com

REMARKS:

WE ARE TRANSMITTING: ☐ Attached ☒ Via Hand Delivered The Following:

QUANTITY	DATE	DESCRIPTION
1	2/23/23	Rezoning Application
1	2/27/23	Rezoning Letter of Intent
1	2/27/23	Rezoning Site Plan
1	2/27/23	Adjacent Property Owners
9	Varies	Property Deed

☒ For Your Approval

☐ For Your Information

☐ For Review and Comment

☐ At Your Request

☐ Revise and Resubmit

☐ Make Corrections as Noted

CC: File

RECEIVED: _____



ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

February 27, 2023

Mr. Ronald Johnson
City of Villa Rica
Community Development
571 W Bankhead Hwy
Villa Rica, GA 30180
(770) 459-7000

RE: Punkintown Road Improvements – Rezoning Application

Dear Mr. Ronald Johnson:

As part of the Punkintown Road Improvements being conducted by the City of Villa Rica in conjunction with the Georgia Department of Transportation, Arpit Realty, LLC (applicant) is requesting to rezone approximately 45 acres from Punkintown Road to Stockmar Road located along State Route 61, including ± 19 acres to be rezoned to C1 – Commercial Low Density, ± 24 acres to be rezoned to SFA – Single Family Attached, and the remaining being dedicated right-of-way for the proposed road improvements. The commercial use may include a medical clinic or health care facility, fitness center, day care center, drug store or pharmacy, administrative or professional office, bank or financial institution, medical or dental laboratory, retail, restaurant, fast food, car wash, filling station, or any other permitted use listed in the zoning ordinance. The residential use will include ± 120 age restricted, ranch style townhomes connected to an urban road network with centralized water and sewer. The applicant believes these uses will be a good fit with the proposed road improvements and will not be detrimental to the interest of the general public. Per the comprehensive plan, the area is classified in the suburban village character area and is located at a community crossroad. The proposed commercial and residential uses fit within the primary future land uses listed in the comprehensive plan, including clustered neighborhood commercial and small scale-mixed use, multifamily dwellings, senior/assisted living facilities and conservation subdivisions. The area most likely to be directly affected by such change is the existing Towne Creek Subdivision as the entrance road will be redirected to the proposed roundabout. However, the new road improvements will provide safer and easier access to Punkintown Road and State Route 61 than the current road condition. Adjacent parcels will not be physically affected as screening and buffers will be observed per the zoning ordinance, and property value for the adjacent parcels should increase due to the proposed development. A proposed sanitary sewer lift station and water main extension will be required to serve utilities throughout the development. Once approved for

rezoning, construction plans and permitting will begin for agencies including but not limited to the City of Villa Rica, Georgia Department of Transportation, Georgia Environmental Protection Division and the United States Army Corps of Engineers with a projected approval date of December 2024 and construction commencing shortly after for an additional 3-5 years until full build-out.

Should you have any questions or require additional information, please feel free to contact me at (770) 942-0196.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Ward', with a stylized flourish at the end.

Avery J. Ward, P.E.
award@hrcengineers.com
(770) 942-0196

PARCEL ID	OWNER	ADDRESS
V04 0130001	SW NORTH VILLA RICA LLC	4151 ASHFORD DUNWOODY RD, STE 155, ATLANTA, GA 30319
V04 0130002	ANDREWS BRENDA JEAN	612 TAYLORS GIN RD, TEMPLE, GA 30179
V04 0130003	DHILLON TANWARPAL & KAUR TALWINDER	996 DALLAS HWY, VILLA RICA, GA 30180
V04 0130004	BUSBIN J E	1064 DALLAS HWY, VILLA RICA, GA 30180
V04 0130014	BUSBIN EDWIN	1064 DALLAS HWY, VILLA RICA, GA 30180
V04 0130012	BOOBER ERYN H	1094 DALLAS HWY, VILLA RICA, GA 30180
V05 0110020	CHURCH OF GOD OF PROPHECY, C/O PASTOR BILLY ADAMS	PO BOX 370, LIZELLA, GA 31052
V05 0110050	WILLIS VIRGINIA	59 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110022	WILLIS VIRGINIA	59 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110023	RAINWATER WILLIAM ANDREW & FUESTON JESSICA MEGAN	69 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110024	JOHNSON ROGER WAYNE & CARMEN RENEE	332 N BURNT HICKORY RD, DOUGLASVILLE, GA 30134
V05 0110166	WILLIAMS SHARON A	115 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110189	GIBSON SARAH & O'STEEN MICHAEL	125 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110025	CARNES IRMA R	513 NORTHSIDE DR, VILLA RICA, GA 30180
V05 0110044	CLARK RICHARD RYAN & PRINCE BREEZY D	148 CHADWIK PL, VILLA RICA, GA 30180
V05 0110076	SCOTT SIDNEY B & MELISSA A	196 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110077	SCOTT SIDNEY B & MELISSA A	196 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110078	BURKE SHARON D	176 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110079	HOLLAND & WALDROP PROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110080	HOLLAND & WALDROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110081	HOLLAND & WALDROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110082	WILSON EDDIE F & JANET	128 TOWNE CRK DR, VILLA RICA, GA 30180
V05 0110083	FREELAND DJUANA S	118 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110084	MORALES JULIO ALEXANDER	108 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110064	PARKER GARY L	93 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110063	PARKER GARY L	93 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110062	HOLLAND & WALDROP PROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110061	JOHNSON TINA M	65 TOWNE CR DR, VILLA RICA, GA 30180
V05 0110060	SHOOK COURTNEY BELLE & HARBIN KARLA	51 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110053	TOKUNAGA KAWIKA	645 PUNKINTOWN RD, VILLA RICA, GA 30180
V05 0110051	WOODALL HAROLD & PHYLLIS	686 PUNKINTOWN RD, VILLA RICA, GA 30180
V05 0110055	WOODALL PHYLLIS BROWN	686 PUMPKINTOWN RD, VILLA RICA, GA 30180
V05 0110181	VILLA RICA CITY OF	571 HWY 78 W, VILLA RICA, GA 30180

eFiled and eRecorded
DATE: 03/31/2022
TIME: 3:28 PM
DEED BOOK: 6056
PAGE: 136 - 138
FILING FEES: \$25.00
TRANSFER TAX: \$550.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 1277837356
PT61: 022-2022-001887
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

Return to:
C.S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

File #20673-22

EXECUTOR'S DEED

**STATE OF GEORGIA
COUNTY OF CARROLL**

THIS INDENTURE, Made this 31st day of March, 2022, between

Dorothy Ann Miller and Jody Lance Miller, as Co- Executors of the Estate of Paul Bryan Miller, aka Paul B. Miller, (deceased), said Estate being duly probated with the Probate Court of Carroll County, Georgia and having an Estate No. 2021-ES-711, and Pamela Dale Bryant, nka Pamela Dale Windsor, aka Dale B. Windsor,

of the County of Carroll and State of Georgia, of the first part, and

**Arpit Realty, LLC,
a Georgia Limited Liability Company**

of the County of Carroll and State of Georgia, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$10.00, in hand paid at and before the sealing and delivery of the presents, these receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presented does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns the following:

ALL THAT TRACT or parcel of land lying and being in Land Lot Numbers 177 and 208 of the 2nd District and 5th Section of Carroll County, Georgia, being more particularly described as Exhibit "A," attached hereto and made a part of this description by specific reference thereto.

Subject to covenants, conditions, restrictions and easements of record.

AND, the said party of the first part, his heirs, executors and administrators affirms that all Federal Estate Taxes against the Estate of Paul Bryan Miller have been finally determined and fully paid or that said estate is not subject to such tax. Further, the said party of the first part, his heirs, executors and administrators affirm that all debts of the Estate of Paul Bryan Miller have been paid in full.

AND, the said party of the first part, his heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever in fee simple.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

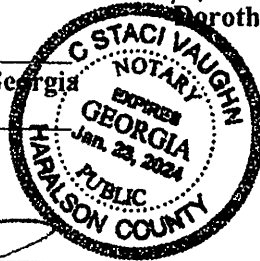
Signed, sealed, and delivered on this the
31st day of March, 2022,
in the presence of:

Estate of Paul Bryan Miller

WITNESS

Dorothy Ann Miller (Seal)
Dorothy Ann Miller, as Co-Executrix

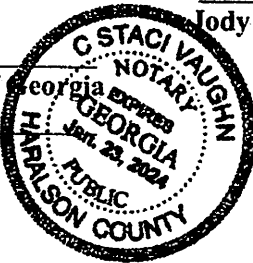
NOTARY PUBLIC, State of Georgia
My Commission Expires



WITNESS

Jody Lance Miller (Seal)
Jody Lance Miller, as Co-Executor

NOTARY PUBLIC, State of Georgia
My Commission Expires



WITNESS

Pamela Dale Windsor (Seal)
Pamela Dale Windsor, aka Dale B. Windsor,
aka Pamela Dale Bryant, Individually

NOTARY PUBLIC, State of Georgia
My Commission Expires

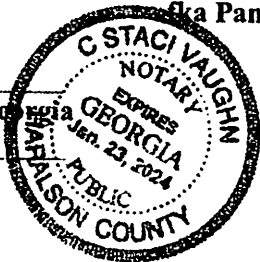


Exhibit "A"
Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot Numbers 177 and 208 of the 2nd District and 5th Section of Carroll County, Georgia, being TRACT 1, containing 10.204 acres, and TRACT 2, containing 10.206 acres, all as more particularly described on that certain plat of survey dated, January 22, 2021, entitled "Survey for: Pamela Dale Bryant Windsor and Paul Bryan Miller," prepared by Pioneer Land Surveying, certified by Lester E. Bell, GRLS # 2935, and recorded with the Clerk of the Superior Court of Carroll County, Georgia at Plat Book 107, Page 410, which survey and the record are incorporated herein by specific reference thereto.

Also included and conveyed herewith is a 50-foot ingress/egress easement and a 20 foot ingress/egress easement as described on the above referenced plat of survey.

The above-described property being the same property as described in that certain Deed of Assent dated June 6, 2013 from the Estate of Ruby Pauline Dobbins Bryant to Paul Bryan Miller and Pamela Dale Bryant, now known as Pamela Dale Windsor, aka Dale B. Windsor recorded with the Clerk of the Superior Court of Carroll County, Georgia at Deed Book 77, Page 239.

eFiled and eRecorded
DATE: 08/29/2022
TIME: 10:46 AM
DEED BOOK: 6103
PAGE: 185 - 187
FILING FEES: \$25.00
TRANSFER TAX: \$42.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 1277837356
PT61: 022-2022-05141
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Carroll

File #: 21097-22

This Indenture made this 26th day of August, 2022, between **Lhonda Edwards**, formerly known as **Lhonda Faye Watkins and Lanny Ray Watkins**, of the County of **Carroll**, State of **Georgia**, as party or parties of the first part, hereinafter called **Grantor**, and **Arpit Realty, LLC**, a **Georgia Limited Liability Company**, as party or parties of the second part, hereinafter called **Grantee** (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land situate, lying and being in **Land Lot 208 of the 2nd District of Carroll County, Georgia**, and being more particularly described as **Exhibit "A"** attached hereto and made a part of this instrument by specific reference thereto.

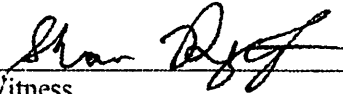
This Deed is given subject to all easements and restrictions of record, if any.

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

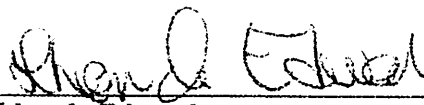
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

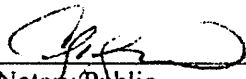
Signed, sealed, and delivered on this
the 26th day of August, 2022,
in the presence of:



Witness

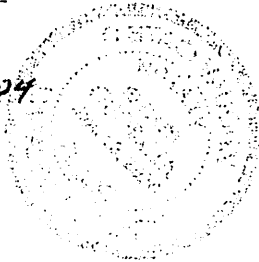


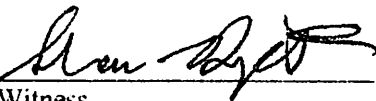
Lhonda Edwards (Seal)



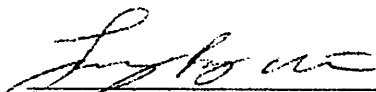
Notary Public

My Commission Expires: 1/23/2024
(Notary Seal)





Witness



Lanny Ray Watkins (Seal)



Notary Public

My Commission Expires: 1/23/2024
(Notary Seal)

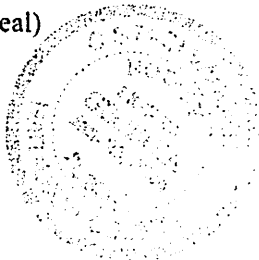


EXHIBIT "A"

**1023 Dallas Highway
Villa Rica, GA 30180**

All that tract or parcel of land situate, lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, as shown and delineated on plat in Deed Book 151, Page 2, Carroll County Deed Records, and more particularly described as follows: COMMENCING at an iron pin located on the Southeasterly right of way of Georgia Highway No. 61, 700 feet Southwesterly along said right of way from centerline of Stockmar Road where it intersects with Georgia Highway No. 61, and from said Point of Beginning, South 19 degrees and 10 minutes East along the Southwesterly property line of J. H. Millians 209 feet to an iron pin; thence South 65 degrees and 03 minutes West 110 feet to an iron pin; thence North 19 degrees and 15 minutes West 213.5 feet to an iron pin located on the Southeasterly right of way of Georgia Highway No. 61; thence North 67 degrees and 20 minutes East along the Southeasterly right of way of said highway 110 feet to Point of Beginning, and having situated thereon a seven (7) room, one and one-half (1-1/2) bath, brick veneer dwelling, above described property described in Deed recorded in Deed Book 149, Page 99, Carroll County Public Records.

ALSO, all that tract or parcel of land situate, lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, same being a vacant lot fronting 100 feet on the Southeasterly side of Georgia Highway No. 61, and running back of even width 213.5 feet, as shown and delineated on plat of survey, prepared by Harrison Engineering, May 25, 1964, recorded in Deed Book 151, Page [2], Carroll County Public Records, and more particularly described as follows: COMMENCING at an iron pin located on the Southeasterly right of way of Georgia Highway No. 61, 810 feet Southwesterly along said right of way from the centerline of Stockmar Road where it intersects with Georgia Highway No. 61, and from said Point of Beginning, running thence South 19 degrees 15 minutes East 213.50 feet; thence South 65 degrees 3 minutes West 100 feet; thence North 19 degrees 15 minutes West 213.5 feet to a corner on the Southeasterly right of way of Georgia Highway No. 61; thence North 67 degrees 20 minutes East along the Southerly right of way of said highway 100 feet to the Point of Beginning. Above described property is described in Deed recorded in Deed Book 149, Page 99, Carroll County Public Records.

LESS AND EXCEPT:

Less and Except from the above described property is any of the above described property that was conveyed pursuant to that certain Georgia Department of Transportation Right of Way Deed dated June 22, 2018, from Lanny Ray Watkins and Lhonda Faye Watkins, now known as Lhonda Edwards, to the Georgia Department of Transportation, for Project No. STP00-0018-01(067), as further described in said right of way deed as filed in the Office of the Clerk of the Superior Court of Carroll County, Georgia, at Deed Book 5645, Page 26, which deed is by reference thereto incorporated herein for a more full and complete description of said property.

eFiled and eRecorded
DATE: 10/25/2022
TIME: 4:35 PM
DEED BOOK: 6118
PAGE: 190 - 192
FILING FEES: \$25.00
TRANSFER TAX: \$105.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 1277837356
PT61: 022-2022-006294
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF CARROLL

FILE #: 21155-22

THIS INDENTURE made this 25th day of October, 2022, between

Derek Varner,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and

**Arpit Realty, LLC,
a Georgia Limited Liability Company**

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

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee the following, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, and being more particularly described as Exhibit "A" attached hereto and made a part of this instrument by specific reference.

This Deed is given subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed, and delivered on this the
25th day of October, 2022,
in presence of:


Witness


Derek Varner (SEAL)


Notary Public

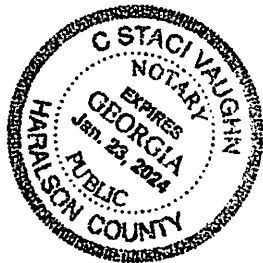


EXHIBIT "A"

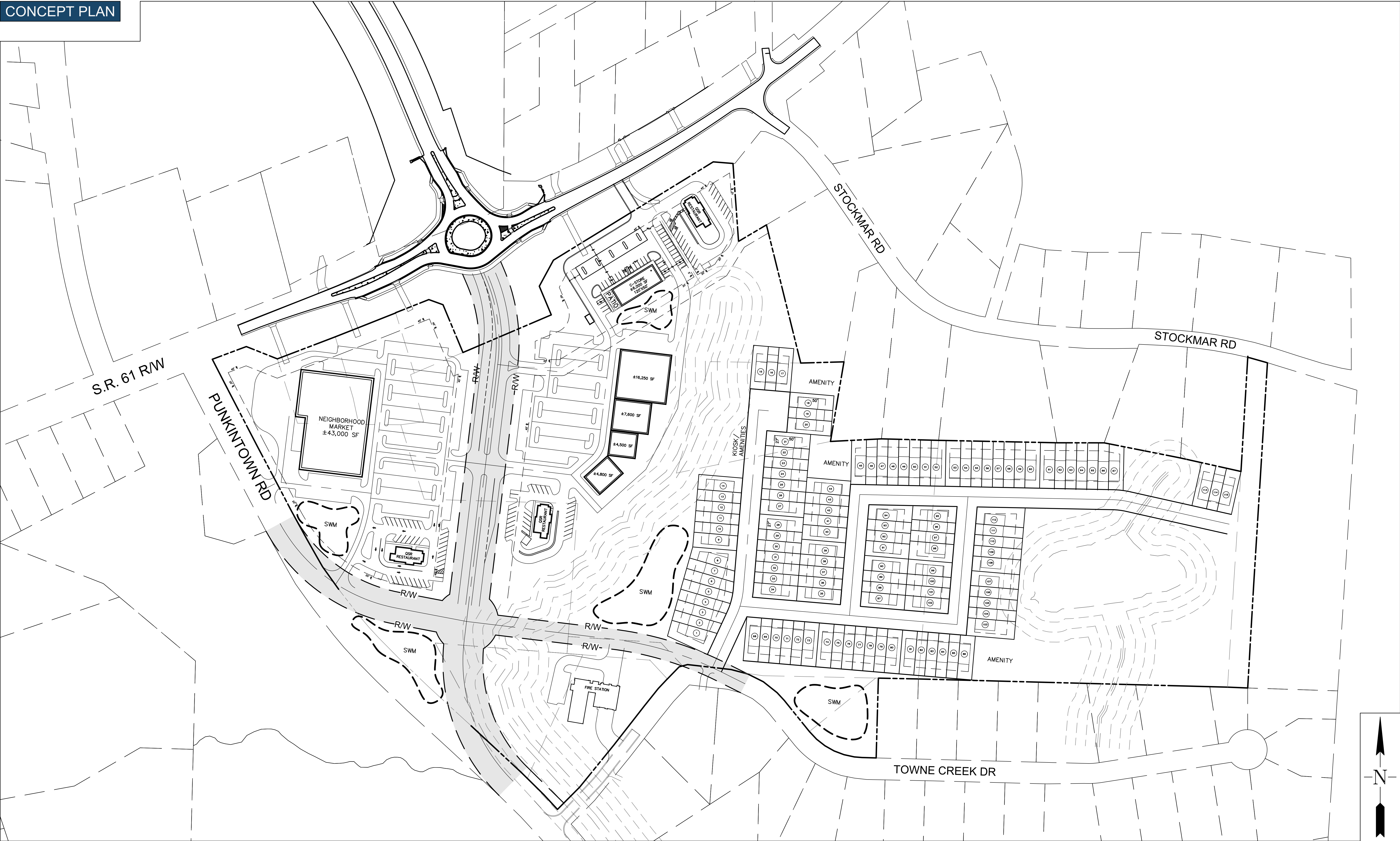
ALL THAT TRACT or parcel of land lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the southerly edge of the right of way of Georgia State Route No. 61 with the eastern right of way of Punkintown Road (a/k/a Mirror Lake Boulevard), and proceed thence in an easterly and northeasterly direction along the right of way of Georgia State Route No. 61, 309.27 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING; thence along the right of way of Georgia State Route No. 61, the following courses and distances: North 73 degrees 40 minutes 04 seconds East 53.16 feet to a point; North 73 degrees 25 minutes 22 seconds East 98.34 feet to a point; North 73 degrees 25 minutes 22 seconds East 10.00 feet to an iron pin set; thence departing the right of way of Georgia State Route No. 61 and proceeding South 11 degrees 46 minutes 30 seconds East 214.14 feet to an iron pin found; thence South 72 degrees 05 minutes 20 seconds West 10.00 feet to a one-inch iron pipe found; thence South 10 degrees 11 minutes 16 seconds East 122.22 feet to a rock corner; thence South 87 degrees 51 minutes 17 seconds West 57.66 feet to an iron pin found; thence North 84 degrees 11 minutes 43 seconds West 104.99 feet to a one-half inch iron pin found; thence North 06 degrees 42 minutes 36 seconds West 67.23 feet to an iron pin set; thence North 10 degrees 52 minutes 46 seconds West 215.80 feet to an iron pin set on the southerly edge of the right of way of Georgia State Route No. 61, being the true point of beginning.

The captioned premises being shown as Tracts 1 and 2 on a boundary survey for Derrell V. Huff as filed of record in Plat Book 95, Page 99, Carroll County, Georgia Records, which plat of survey by reference thereto is incorporated in this description.

LESS AND EXCEPT:

ALL THAT TRACT or parcel of land described in that certain Georgia Department of Transportation Right of Way Deed dated May 12, 2018, from Derek Vamer to Georgia Department of Transportation and appearing of record with the Clerk of the Superior Court of Carroll County, Georgia, at Deed Book 5632, Page 497.



ZONING PLAN



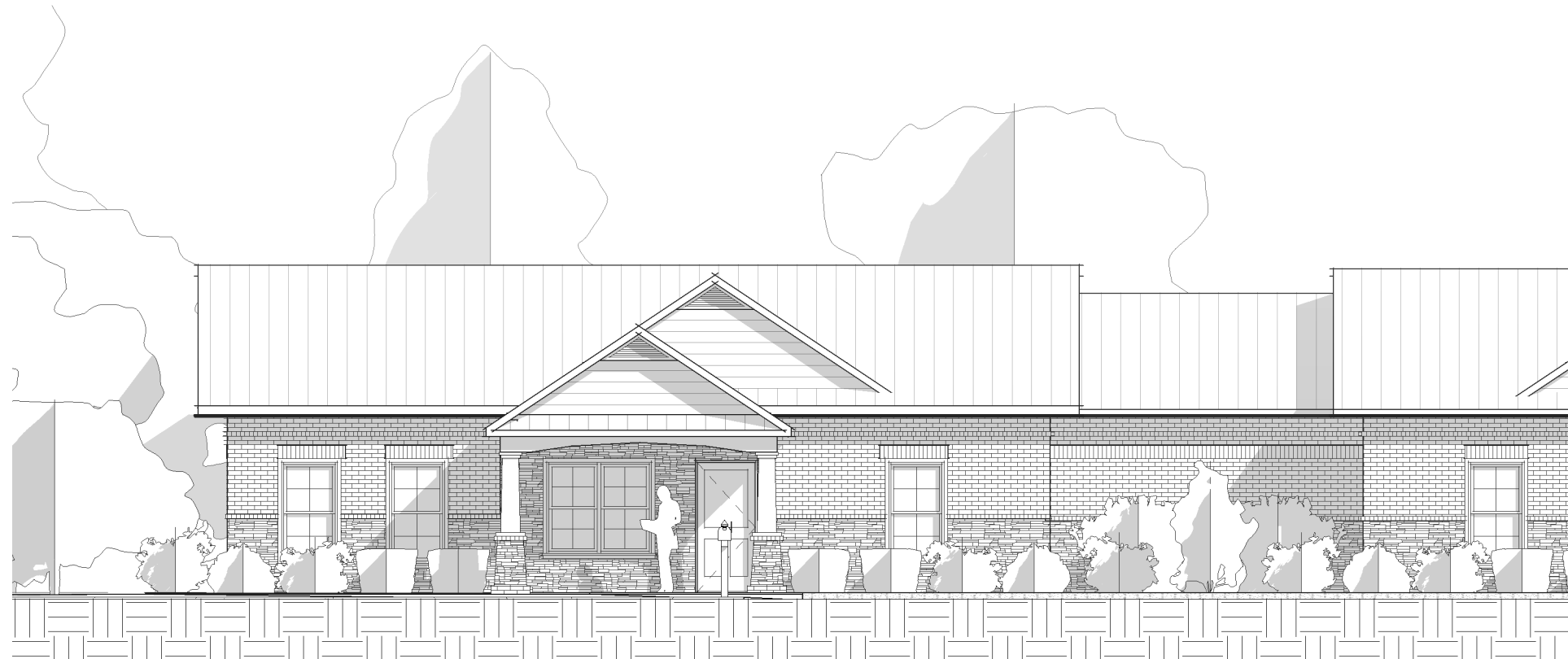
VILLA RICA - 55+ SENIOR LIVING

±1,208 SF HEATED
±150 SF PORCHES
440 SF 2-CAR CARPORT
(ACCESSIBLE FROM REAR ALLEY)

2 BEDROOM
2 BATH



1 | FRONT PERSPECTIVE
PFP-1 | 1/2" = 1'-0"



2 | ELEVATION
PFP-1 | 1/8" = 1'-0"

BELL & ASSOCIATES ARCHITECTS
CONTACT: ZAC BELL
128 LOVVORN ROAD
CARROLLTON, GA 30117
P) 770.830.8856





April 12th, 2023 (Revised April 28th, 2023)

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

Re: Planning Report
Arpit Realty, LLC
RA-01-23
Punkintown Road and Dallas Highway; Towne Creek Drive
Land Lot 126, District 6
Parcel #: V05 0110178, V05 011045, V95 0110189, V05 0110085, V05 0110086,
V05 0110049, V05 0110019, V05 0110190, V05 0110017, V05 0110013,
V05 0110014, V05 0110015, V05 0110016
Acreage: 45.26
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Kilgore:

Arpit Realty, LLC (the Applicant) seeks a rezoning from Agricultural Single-Family (AG) to Commercial Low-Density (C1) and Single-Family Attached (SFA) in order to construct a mixed use development with undetermined commercial uses and approximately 120 age-restricted townhomes 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. Application Checklist, notarized and dated February 23th, 2023;
2. Zoning Map Amendment (Rezoning) Application, dated February 23^h, 2023;
3. Thirteen (13) Deeds, (various dates from March 31st, 2022 to October 25th, 2022);
4. Applicant Statement of Intent, prepared by Avery J. Ward, P.E., dated February 27th, 2023;
5. Carroll County qPublic.net Assessor's Report Summary, undated;
6. List of adjacent property owners, undated.



A. Existing Conditions

The subject properties are located south of Dallas Highway, east of Punkintown Road, north of Towne Creek Drive, and southwest of Stockmar Road. Collectively, the parcels have 1,425' of frontage along Punkintown Road, 1,669' of frontage along Dallas Highway, 52' along Stockmar Road and 605' along Towne Creek Drive. The tracts are currently zoned Agricultural Single-Family (AG) and feature a mix of residential single-family detached structures and undeveloped land. The property does not border any city incorporation boundaries. The affected parcels are varied in their size, shape and the presence of any structures.

The subject property is adjacent to existing residential neighborhoods along Stockmar Road and along Towne Creek Drive. The Old Villa Rica Cemetery, a local historic site, is located across Punkintown Road. Dallas Highway has a mixture of uses, primarily residential and commercial in the direct vicinity of the properties. East of the site is a vacant lot and the Mirror Lake subdivision.

The surrounding zoning is entirely residential in nature, except one property (Dollar General) within this area, which begins a transition to Office Medical Institutional (OMI) zoned property and intense commercial users such as Tanner Medical Center and Willow Brook Rehabilitation Facility. All land surrounding the use (other than along Towne Creek Drive and portions north of Dallas Highway) are zoned AG. These remaining portions are zoned Single-Family Suburban (R-1).

No streams or state waters have been identified on the site. No easements have been identified on the preliminary layout or property survey.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C1) Single-Family Agricultural (AG) Single-Family Suburban (R-1)	Suburban Village
East	Single-Family Agricultural (AG)	Suburban Village
South	Single-Family Suburban (R-1)	Suburban Village
West	Single-Family Agricultural (AG)	Suburban Village



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

B. Site History

Approximately two of the thirteen parcels have a single-family structure, built in 1957 and 1986), the remaining parcels are vacant or have remnants of foundations and accessory structures for residential uses and buildings that are no longer present. The Unified Development Code (UDC) zoned the properties as Single Family (R20). The parcel was rezoned in 2020 during the citywide rezoning from R20 to AG, which was considered a lateral rezoning.

C. Proposed Development

The applicant is the owner of all thirteen parcels, and has the intent to have approximately 19 acres zoned C1 and the remaining 24 acres zoned SFA within the confounds of the area as described in Section A. The applicant proposes to construct a commercial use and approximately 120 age restricted, ranch style townhomes. According to the applicant's Letter of Intent, "the commercial use may include a medical clinic or health care facility, fitness center, day care center, drug store or pharmacy, administrative or professional office, bank or financial institution, medical or dental laboratory, retail, restaurant, fast food, car wash, filling station, or any other permitted use listed in the zoning ordinance".



The applicant states that the area most likely to be directly affected by such change is the existing Towne Creek Subdivision as the entrance road will be redirected to the proposed roundabout along Punkintown Road. The traffic pattern on Punkintown will be dramatically altered with the roundabout, as Towne Creek Drive will be provided with slowed traffic when entering and exiting the neighborhood. The applicant also states that the adjacent parcels will not be physically affected as the required screening and buffers within the zoning ordinance will be observed. The development is expected to be approved by the relevant state and federal authorities by December 2024 and construction would commence shortly after for “an additional 3-5 years until full build-out”. The realigned Punkintown Road and Villa Rica bypass is poised to transform the crossing with Dallas Highway into a major intersection.

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

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY ATTACHED ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	Unknown	Unknown
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25	Unknown	Unknown
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

The development will require a proposed sanitary sewer lift station and water main extension in order for utilities to adequately service the development. The proposed right-of-way width for the new roadway portions have not been supplied.

Design Standards

The city has design standards for all townhome developments in Section 9.03 of the Zoning Ordinance to which the applicant must comply at the time of architectural review. Commercial design standards would apply to the commercial portions of the development (Section 9.04).

Amenities/Open Space

The applicant has not indicated open space on the submitted illustration of the parcels. The ordinance requires a total of 2.79 acres (12% of the SFA-zoned site area) and 0.93 acres 5% of the C1-zoned site area) to be reserved 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.	
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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 townhome subdivisions. According to the Villa Rica Zoning Ordinance, "Developments with one-hundred one (101) to one-hundred seventy-five (175) dwelling units shall provide at least two (2) amenities." The applicant has not proposed or indicated amenities at this juncture in the development process.

Offsite Improvements

The applicant has not proposed any offsite improvements at this time.

Density

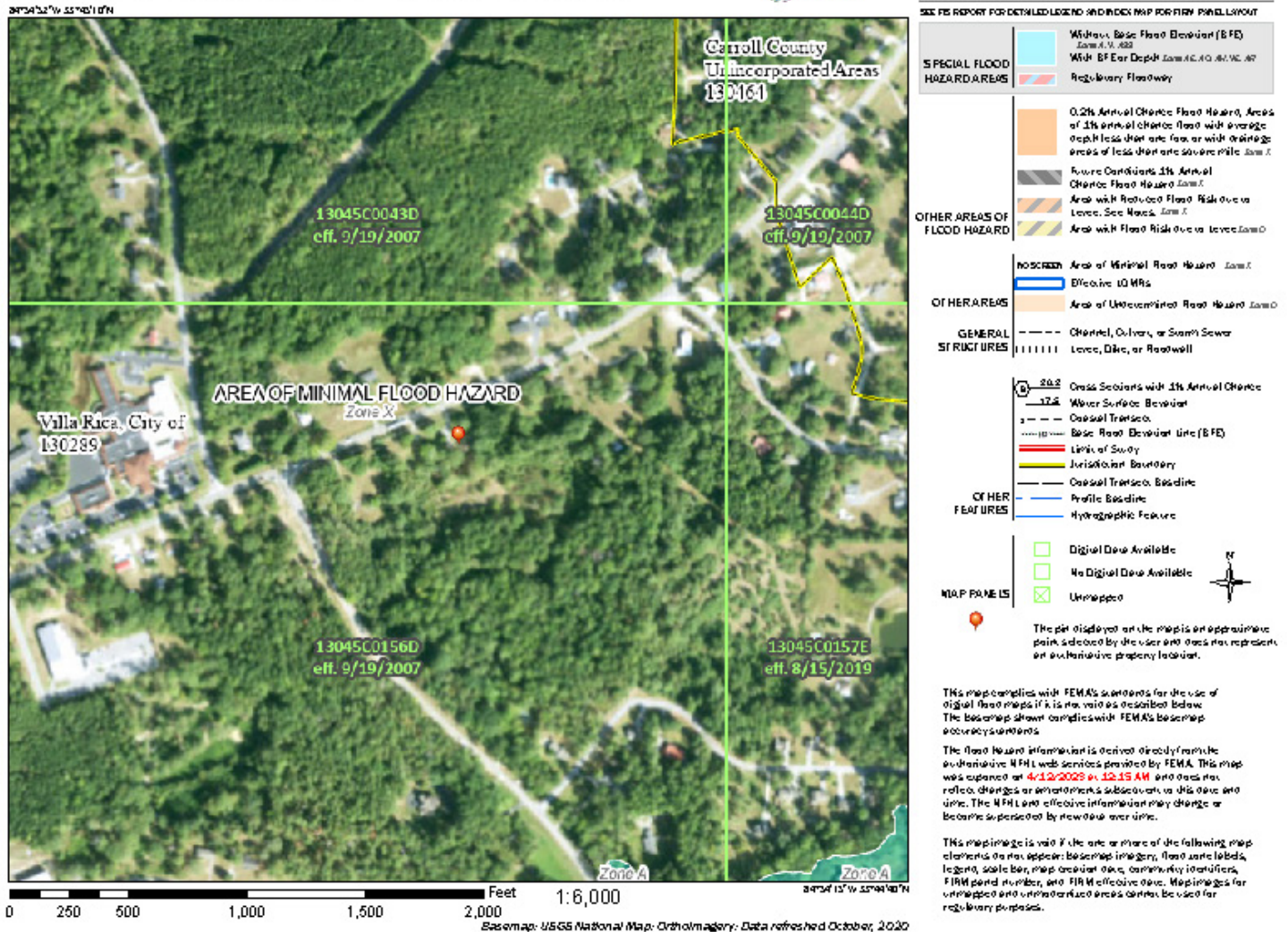
The applicant has proposed a gross density of 2.76 dwelling units per acre (du/acre) for the entire development, based on the rezoning application submitted. As this development is partially locating uses within the SFA Zone, the maximum density permitted is 17.424 du/acre. The development meets the required density in the zone.

Flood Plain

The property is not located within a flood zone and no state waters traverse or is located on the property.



National Flood Hazard Layer FIRMette



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 the newly formed



townhome 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 future land use character areas for the parcels. The intent of the Suburban Village Character Area is as follows:

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



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

The 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	Office Medical Institutional (OMI)

The parcels are also adjacent to a Community Crossroads area at the intersection of Punkintown Road and Dallas Highway:

“Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads and include immediate surrounding residential areas which are urban or suburban in nature. Community Crossroads should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Crossroads located in more urban areas or along major corridors may support general commercial uses (due to availability of infrastructure), while those located in areas that are primarily residential mostly accommodate small-scale, neighborhood commercial uses.”

Community Crossroads have design principals that features density and intensity that varies from a neighborhood-scale development in areas that are primarily residential to general commercial in high-trafficked areas. The Comprehensive Plan recommends NC, GC, existing residential, and PD as appropriate zoning categories, which are succeeded by the C1 Zone. The SFA portion of the project does not meet the intents of the Community Crossroads section of the Comprehensive Plan.



The proposed development appears to meet the intents of the character area and partially compliant with the Community Crossroads portions of the Comprehensive Plan.

ii. Current conditions and the character of current structures and uses in each district;

The lots are mostly vacant, with remnant accessory structures standing on a portion of a few lots in poor condition. There are two homes currently occupied and in good condition. The character of the C1 Zone is typical of small-scale neighborhood commercial uses, whereas the character of the SFA zone is typical of attached vertical units to which the applicant intends to construct. The general vicinity of properties east, north and south of the site are established residential properties on large parcels or vacant land. This collection of parcels would extend an existing commercial corridor to the west of the site along Dallas Highway, which is mostly medical uses, but has diversified in recent years to include a Dollar General (zoned C1) and the SoutheasTrans corporate headquarters (zoned OMI).

iii. The most desirable use for which the land in each district is adapted;

The proposed development is a desirable use based on the Comprehensive Plan and overall character of the area. The current use of the properties as mostly vacant land is not the highest and best use for the properties given the acreage and the density/intensity recommendations stated in the Comprehensive Plan.

iv. The conservation of property values throughout the jurisdiction; and

Property values are expected to be increased by the new housing stock and further reduction of vacant and abandoned parcels in the city should the rezoning and development of the lot materialize.

v. Responsible development and growth

The surrounding northeastern portion of the city is expected to see extensive growth in the coming years as Mirror Lake subdivision continues to buildout, and new developments, such as the Arbours at Villa Rica, Old Stone Road and Mirror Lakes mixed-use project take shape. This compounds growth pressures along Dallas Highway from Tanner Medical Center, Dollar General and SoutheasTrans Headquarters. This development will provide additional 55+ housing opportunities within this region. With the realignment of Punkintown Road, the bypass completion, and a new roundabout junction south of the development, the development would be a responsible addition to an already growing area and will remove several blighted and vacant properties owned by the applicant in the process. The road network in the area has three roundabouts recently installed or planned that will help slow and regulate traffic.

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;



Both Punkintown Road and Dallas Highway have seen extensive growth, and more growth is planned on these routes and surrounding areas, such as Old Stone Road. This development would commercialize a prominent corner and extend this growth. The size of the lot as well as adjacent and nearby properties lend the impetus for more commercial and residential single-family development on this tract and other nearby tracts. Nearby parcels include a cemetery across Punkintown Road and existing single-family residential developments on large lots.

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. All buffers within the ordinance must be adhered to.

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

The property does not have a reasonable economic use as currently zoned. It 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 Punkintown Road and Dallas Highway corridors, the rezoning to commercial and townhomes with smaller lot sizes than the 25,000 sq. ft. without sewer and 40,000 sq. ft. with sewer minimums required in the AG zone would give the parcel an economic advantage for courting uses.

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;

No excessive usage of city infrastructure has been identified as expected from the rezoning proposal by staff; however, the ability to provide sewer capacity should be secured prior to approval. Potential traffic impacts along Punkintown Road and Dallas Highway must be studied and reviewed by the City Engineer as a part of final plat approval. Dallas Highway and the Bypass Route are both Georgia DOT roadways. The planned roundabouts should improve traffic flow in the area. Schools will not be impacted, as the residential portion of the development is age-restricted.

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 townhome zoning districts and commercial. This is consistent with the requested zone change from AG to SFA and C1. The Community Crossroads recommends commercial zoning and existing residential, and PDs.



- 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.**

No negative changing conditions are present or anticipated.

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 developer is expected to incur the cost to build the newly aligned Punkintown Road and golf cart path with no reimbursement from the city. The roundabout will not be required. No property for the fire station will be required; however, the city will still acquire the two parcels north of the entrance to Towne Creek.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

Reasons: The requested rezoning would provide further commercial growth along the Punkintown Road and Dallas Highway corridor and would advance further housing choices for seniors in our community.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.
3. The Applicant/Developer/Owner agrees to construct a minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of



masonry within the residential portion of the development.

4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in the *Douglas Sentinel* and *Times-Georgian* on April 4th, 2023; 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 Administrator



Arpit Realty, LLC– Punkintown Road and Dallas Highway

RA-01-23

April 12th, 2023

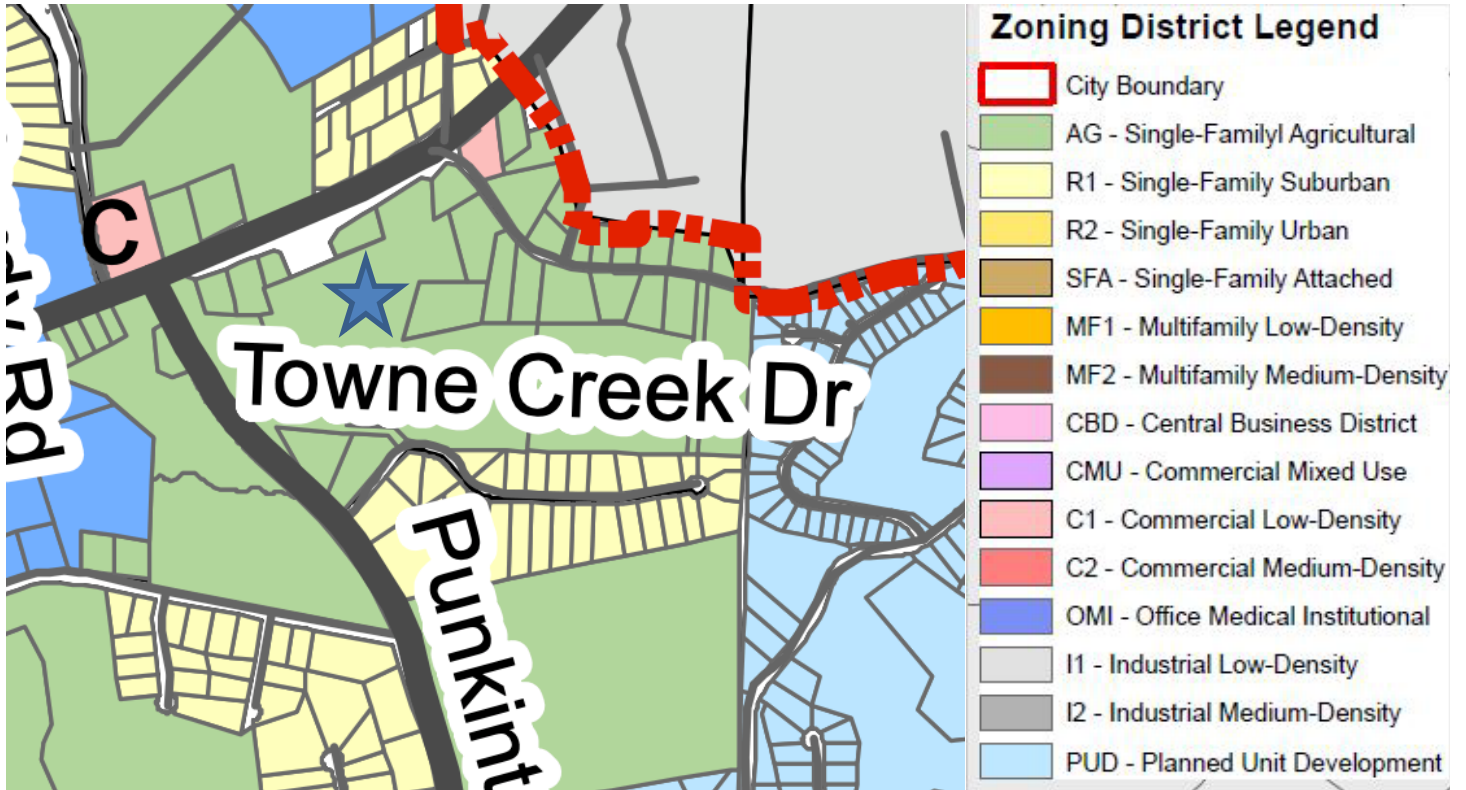
Page 14 of 16

Tracy Jarvis, Community Development Director (via email)



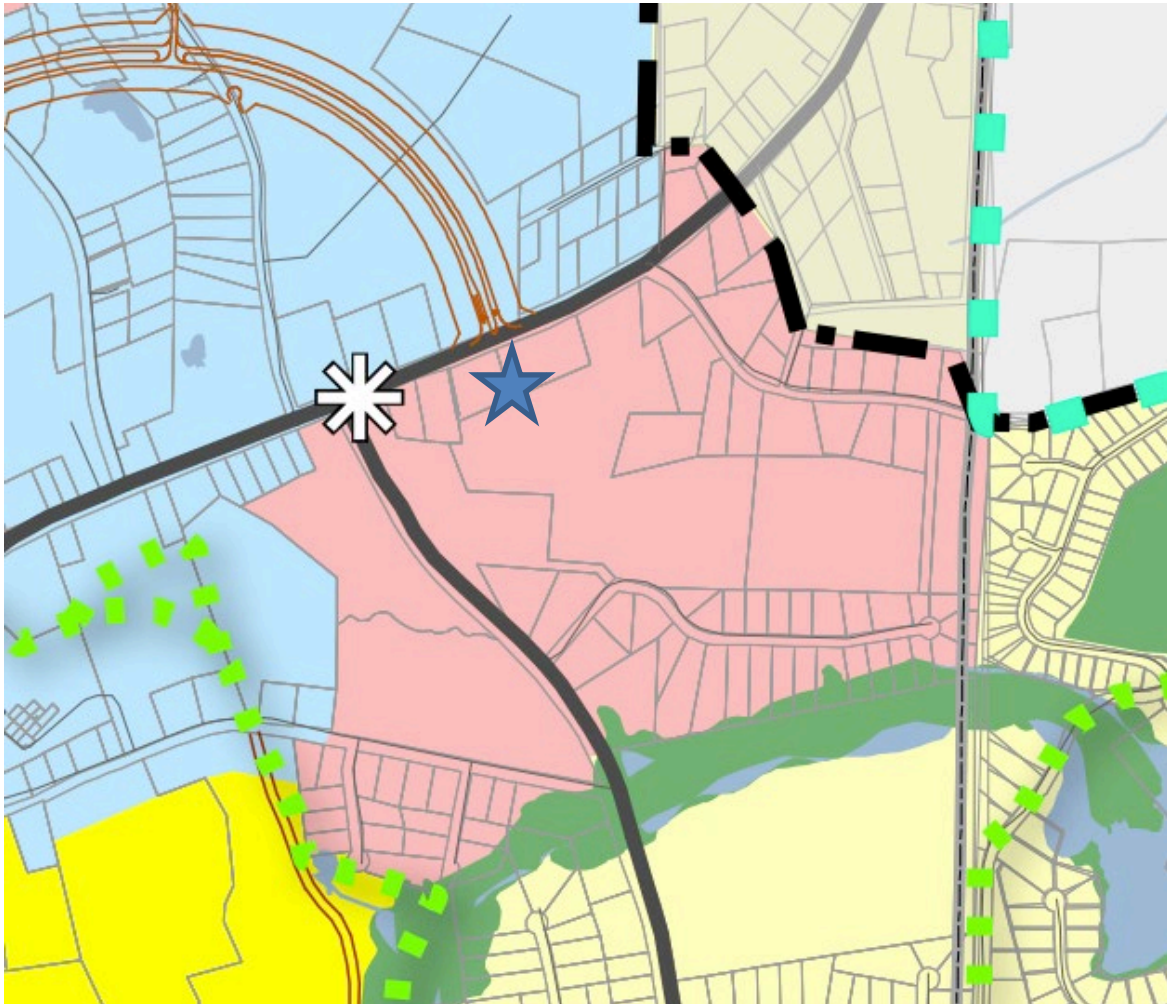
Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

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

ACTIVITY CENTERS

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





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-04-23 – 974 Dallas Highway Rezoning from Single-Family Agricultural (AG) to Commercial Low-Density (C1)

AGENDA DATE: May 9, 2023

DATE PREPARED: April 27, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Amyn Dhamani seeks a rezoning at 974 Dallas Highway from Single-Family Agricultural (AG) to Commercial Low-Density (C1) in order to convenience store and gasoline service station.

BACKGROUND: The parcel is located between the Dollar General a residential structure, which is adjacent to the new bypass route. The parcel is 1.4 acres and features a single-family home on the parcel. Access is proposed to be on Highway 61 only.

The Planning & Zoning Commission voted 3-1 to approve the application with the condition to have interparcel connectivity on both sides of the parcel. Staff agrees and has updated the approval conditions below.

STAFF RECOMMENDATION: DENIAL

Reasons:

1. The Comprehensive Plan supports the change from AG to C1. The C1 Zone is listed as an appropriate zoning category listed in the Comprehensive Plan for the Suburban Village Character Area.
2. The use is not the highest and best use for the land compared to other permitted uses within the C1 zone. The use is located in a “community crossroads” area of the Future Land Use Map, which recommends higher density/intensity uses.

OR

APPROVAL w/ Conditions:

Conditions:

1. The applicant shall be made required to create a vehicular connection to the stubbed parking lot aisle within the parking lot at the adjacent Dollar General location, and add interparcel connectivity on the north side of the parcel for a future connection with 996 Dallas Road.

IMPACT: N/A

MOTION: I move to deny the rezoning request from Aryn Dhamani for a rezoning from AG to C1.



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: 02/27/2023

APPLICANT

Applicant Name: Amyn Dhamani
Address: 2804 Ashleigh Lane City: Alpharetta State: GA Zip: 30004
Phone: (404) 513 - 4578 Fax: () - Email: optimalinvestllc@gmail.com
Agent Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () - Fax: () - Email: _____
Owner Name (If different from applicant): Brenda Jean Andrews
Address: 612 Taylors Gin Road City: Temple State: GA Zip: 30179
Phone: (770) 364 - 0392 Fax: () - Email: bbandrews@bellsouth.net

(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: AG Requested Zoning: C1
Property Address: 974 Dallas Highway Nearest Intersection: Dallas Highway and Punkintown Road
Present Use of Property: Single Family Residential
Proposed Use: Convenience Store with Gas Pumps
Size of Tract: 1.4 acres Land Lot Numbers: 208 Districts: 5
Gross Density: _____ units per acre Net Density: _____ units per acre
Property Tax Parcel Number: V04 0130002

(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: _____
Planning 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 Director and the Planning Commission with a final review and decision by the City Council.

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

02/21/2023

Signature of Applicant

Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Director 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 requested zoning district is Single-Family);
- ☒ 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 that 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. A listing of the adjoining property owners and the mailing addresses for said owners on file with the County Assessor; and
- ☐ 5. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Director 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 _____

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 21 day of FEB, 2007 2023

AMYN DHAMANI

Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

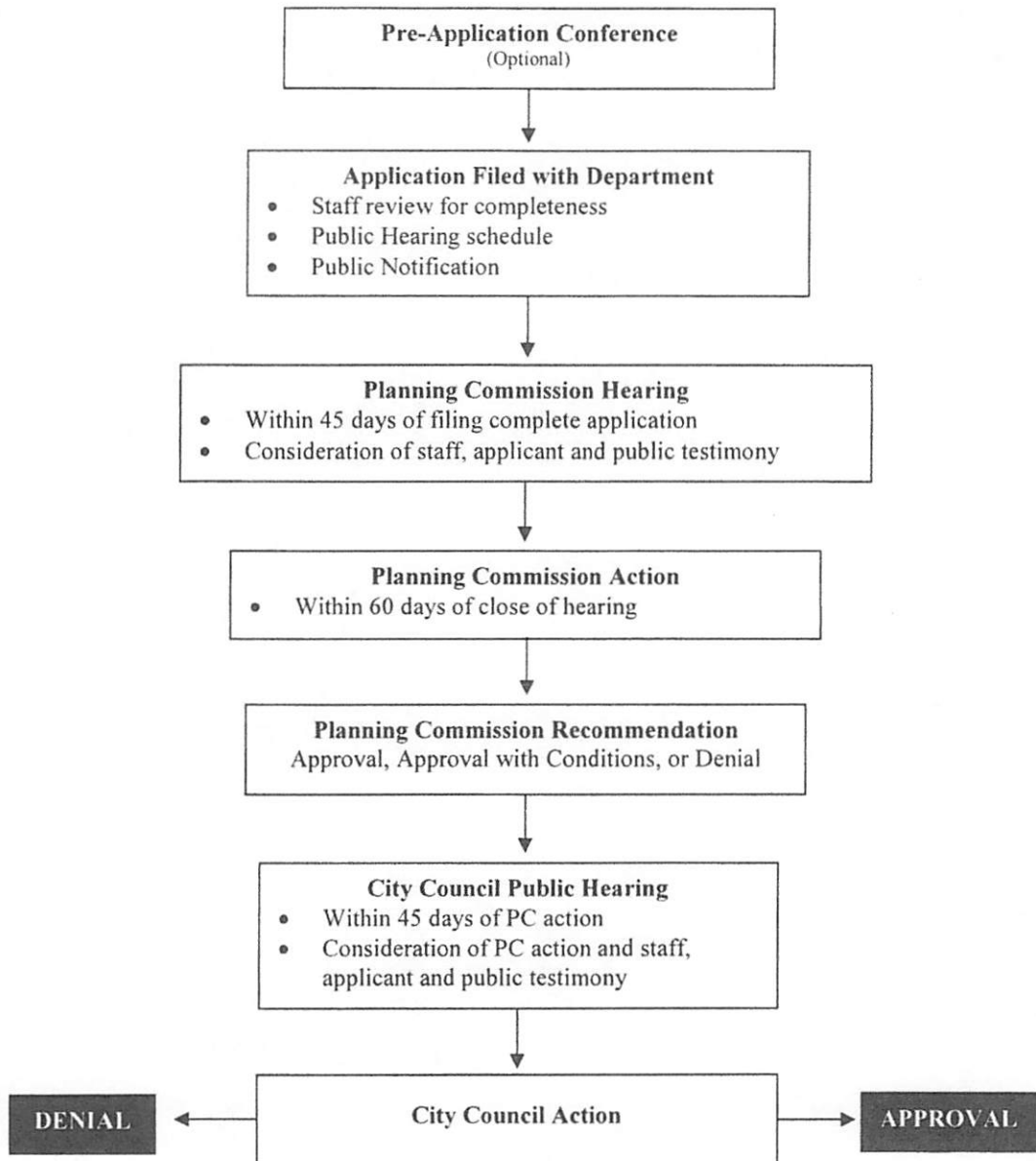
Sworn to and subscribed before me this 21st day of February, 2007 2023



Margaret Henry
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.





433959

BK

PG

5667 219

PT-61-022-20 18-004787
CARROLL COUNTY, GA - REAL ESTATE
TRANSFER TAX PD \$ None Due
INTANGIBLE TAX PD \$ None Due
DATE 10-23-18
Alan J. Lee CLERK OF SUPERIOR COURT

FILED
GA. CARROLL COUNTY
CLERK OF SUPERIOR COURT

18 OCT 23 PM 1:46

Alan J. Lee
CLERK OF SUPERIOR COURT
CARROLL COUNTY, GEORGIA

RETURN TO:
CHARLES J. HAMPTON, P.C.
750 Hammond Drive
Suite 12-100
Atlanta, GA 30328

STATE OF GEORGIA
COUNTY OF FULTON

EXECUTOR'S DEED

THIS INDENTURE is made this 17th day of October, 2018, between LAURIE L. MOON as the duly qualified Executor of the Last Will and Testament of TED ALLEN BLALOCK a/k/a TEDDY ALLEN BLALOCK (hereinafter referred to as the "Deceased"), late of the State of Georgia and County of Carroll (hereinafter said Executor is referred to as "Grantor"), and BRENDA JEAN ANDREWS (hereinafter referred to as "Grantee"); the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits.

WITNESSETH:

GRANTOR (acting under and by virtue of the power and authority contained in the Last Will and Testament of the Deceased, the same having been duly probated and recorded in the Probate Court of Carroll County), hereby assents to the devise of the following described real property to said Grantee, her successors and assigns, to-wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in as full and ample manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

EXECUTED under seal as of the date above

Signed, sealed and delivered
in the presence of:

GRANTOR:

[Signature]
Unofficial Witness
[Signature]
Notary Public

Laurie L. Moon (Seal)
LAURIE L. MOON, Executor of the
Last Will and Testament of TED ALLEN
BLALOCK a/k/a TEDDY ALLEN
BLALOCK, Deceased



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, containing 1.4 acres, more or less, and being shown on a plat thereof which appears of record in Deed Book 120, page 577, Carroll County, Georgia Public Records, which plat and the record thereof are by reference incorporated herein. Said tract is more fully described as follows: BEGINNING at a point on the Northwestern side of Villa Rica-Dallas Public Highway at the southwest corner of property of G.W. Ingram, and from said point of beginning running back from said highway along the property of G.W. Ingram North 18 degrees West 307 feet to corner at the Estate of Jim Hamilton; thence South 65 degrees West 200 feet parallel to said highway to the property of Mrs. S.T. Haynes; thence South 18 degrees East 307 feet to corner on the northwestern side of said highway; thence along it North 65 degrees East 200 feet to the point of beginning. Said property being carved out of a tract of land acquired by Frank Shaw from J.S. Hamilton by warranty deed dated November 2, 1911, recorded in Book 9, page 111 and having situated thereon one 5-room frame dwelling.

RECORDED

OCT 24 2018

Alan J. Lee, Clerk



Overview



Legend

- Parcels
- Roads

Parcel ID V04 0130002
Class Code Residential
Taxing District VILLA RICA
Acres 1.56

Owner ANDREWS BRENDA JEAN &
 612 TAYLORS GIN RD
 TEMPLE, GA 30179
Physical Address 974 DALLAS HWY
Assessed Value Value \$147217

Last 2 Sales			
Date	Price	Reason	Qual
10/17/2018	0	ES	U
2/15/2000	0	LG	U

(Note: Not to be used on legal documents)

Date created: 2/27/2023
 Last Data Uploaded: 2/24/2023 6:21:14 PM

Developed by  **Schneider**
 GEOSPATIAL

Adjacent Property Information:

- 1) SW North Villa Rica LLC
 4151 Ashford Dunwoody Road Ste 155
 Atlanta, GA 30319
 Current Zoning: C1
- 2) Guardians Investment LLC
 3065 River North Hwy
 Sandy Springs, GA 30328
 Current Zoning: AG

Adjacent Property Information:

- 1) 25 Herrell Road
SW North Villa Rica LLC
4151 Ashford Dunwoody Road
Suite 155
Atlanta, GA 30319
Current Zoning: C1
- 2) 1020 Dallas Highway
Guardians Investment LLC
3065 River North Highway
Sandy Springs, GA 30328
Current Zoning: AG
- 3) 996 Dallas Highway
Dhillon Tanwarpal & Kaur Talwinder
996 Dallas Highway
Villa Rica, GA 30180
Current Zoning: AG
- 4) 979 Dallas Highway
Arpit Realty LLC
900 Hillwood Circle
Villa Rica, GA 30180
Current Zoning: AG (Concurrently rezoning to C1)
- 5) 0 Punkintown Road
Arpit Realty LLC
900 Hillwood Circle
Villa Rica, GA 30180
Current Zoning: AG (Concurrently rezoning to C1)

February 27, 2023

Mr. Ronald Johnson
City of Villa Rica
Community Development
571 W Bankhead Hwy
Villa Rica, GA 30180
(770) 459-7000

RE: 974 Dallas Highway – Rezoning Application

Mr. Ronald Johnson:

I am requesting to rezone approximately 1.4 acres located at 974 Dallas Highway, from AG to C1 for the development of a convenience store and filling station. This use is a good fit for this area with the road improvements currently planned and will not be detrimental to the interest of the general public. Per the comprehensive plan, the area is classified in the medical activity center character area and is located at a community crossroad. The proposed commercial use fits within the primary future land uses listed in the comprehensive plan. The area most likely to be directly affected by such change is Dallas Highway heading towards downtown Villa Rica which will have a convenient location to stop for gas and quick shopping. This rezoning is consistent with the changing conditions in the area, such as the recent development of the adjacent Dollar General as commercial, and the proposed bypass road stimulating growth in this area. Adjacent parcels will not be affected as screening and buffers will be observed per the zoning ordinance. The property will be served by public water and a septic system. Once approved for rezoning, construction plans and permitting will be for agencies including but not limited to the City of Villa Rica and Georgia Department of Transportation. Site work and construction is intended to begin as soon as approval is received from the appropriate agencies, and is anticipated to be completed no later than the end of 2024.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amin Dhamai', with a horizontal line drawn underneath the signature.

Amyn Dhamai

I, Brenda Andrews, as owner of 974 Dallas Highway Villa Rica, GA,

Hereby authorize Aryn Dhamani to request for rezoning from the city of

Villa Rica the property from AG to C1.

Brenda Andrews

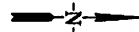
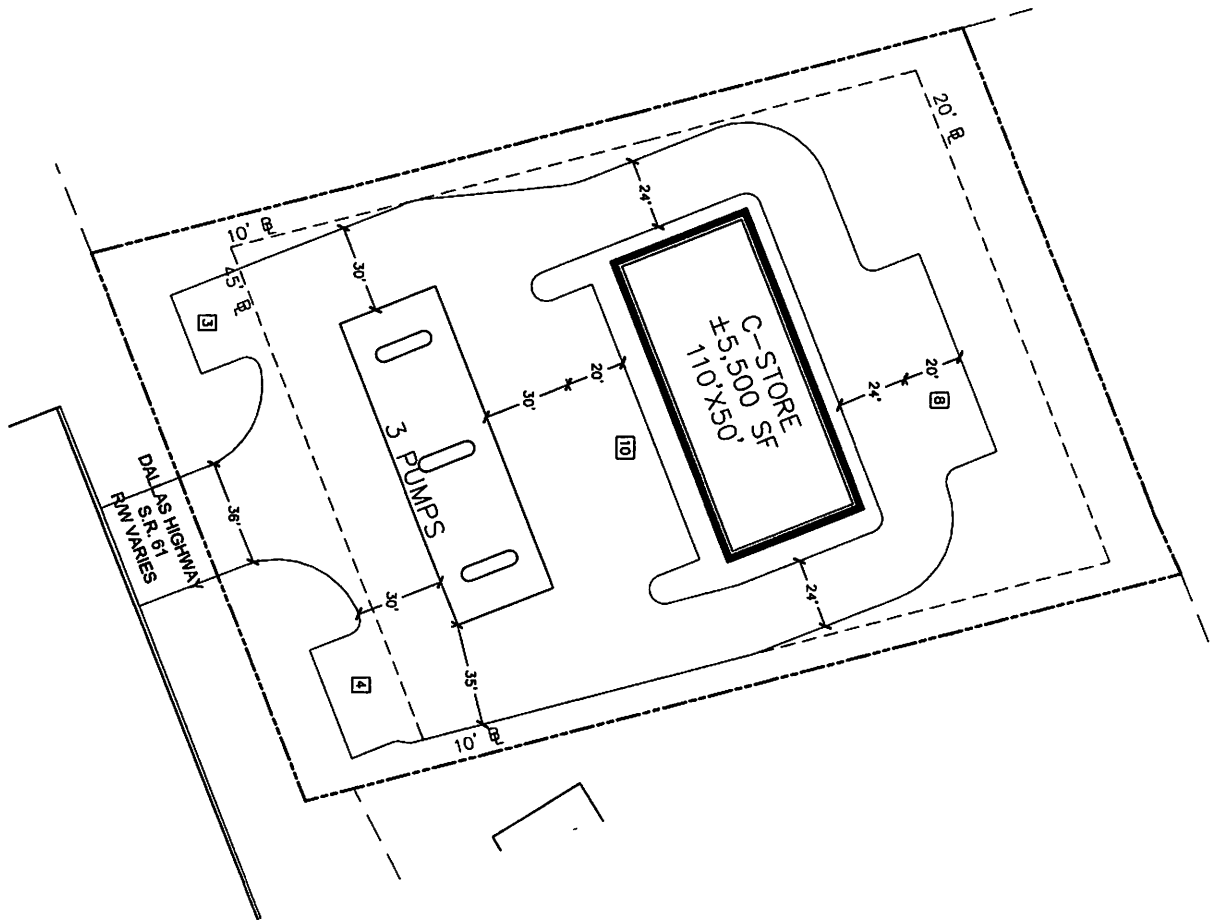
Brenda Andrews

Phone # 770-364-0392 / H 678-563-5173

Email bbandrews@bellsouth.net



Jessica Hernandez 2/22/23



SP1 DATE: 3/2/23 DRAWN BY: JLT CHECKED BY: JLT JOB#: H23110	24 HR. CONTACT 800-771-4278	OWNER: OPTIMA ENGINEERING LLC 200 N. WILSON ST. ALPHARETTA, GA 30004 DESIGNER: JAMES A. JONES 24 HR. CONTACT 800-771-4278	CONCEPT PLAN OF DALLAS HIGHWAY CONVENIENCE STORE L.L. 208, 5th DISTRICT, CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA		No. 1 DATE: 2/26/23	REVISION CLIENT COMMENTS	ARC ARCHITECTURAL RECORD COMPANY, INC. 1000 N. WILSON ST., SUITE 100 ALPHARETTA, GA 30004 404.487.8800 www.architecturalrecord.com
			1	2/26/23	1	2/26/23	



April 13th, 2023

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

Re: Planning Report
Amy Dhamani
RA-04-22
974 Dallas Highway
Land Lot 208, District 2nd
Parcel # V04 0130002
Acreage: 1.56
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Kilgore:

Amy Dhamani (the Applicant) seeks a rezoning of a 1.56-acre parcel from Single-Family Agricultural (AG) to Commercial Low-Density (C1) in order to construct a convenience store with gasoline pumps.

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

1. Application for Zoning Map Amendment, dated February 27th, 2023;
2. Applicant Letter of Intent, prepared by the applicant, dated February 27th, 2023;
3. Executor's Deed, dated October 17th, 2018, signed by Laurie L. Moon, Executor;
4. Property Owner's Authorization, dated February 22, 2023, signed by Brenda Andrews;
5. Concept Plan, prepared by HRC, Inc., dated February 25th, 2023, unsigned/unsealed.



A. Existing Conditions

The subject property is located north of Dallas Highway (State Highway 61) between Herrell Road and the proposed intersection with the bypass. The property currently features a single-family home. The lot is relatively flat in nature and does not feature any streams or natural water features. The parcel is currently zoned Single-Family Agricultural (AG) and is located in an area of mixed uses, including commercial adjacent to the west of the parcel (zoned C1) and residential bordering the lot on the east. Vacant parcels zoned AG are across Dallas Highway from the parcel. The parcels do not border a city boundary/unincorporated area. The property has approximately 200' of frontage along Dallas Highway.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Single-Family Agricultural (AG)	Medical Activity Center
East	Single-Family Agricultural (AG)	Medical Activity Center
South	Single-Family Agricultural (AG)	Suburban Village Character Area
West	Commercial Low-Density (C1)	Medical Activity Center



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

B. Site History

The Unified Development Code (UDC) had the property zoned as Office Institutional (OI). The property was rezoned to AG during the citywide rezoning efforts in 2020. The city does not have record of any previous land use application for this address. The residential structure on the parcel is currently occupied and was constructed in 1910.



C. Proposed Development

The applicant's request to rezone the property to C1 requires the implementation of several nonresidential design standards and other sections of the development ordinance that are applicable to nonresidential developments.

The applicant is currently under contract to purchase the parcel in question and proposes a gasoline station with a convenience store. Retail and service station uses are permitted use in the C1 zoning district. The applicant has indicated on the site plan that the convenience store will be 5,500 square feet and will feature three (3) gasoline pumps with a canopy.

Design Standards and Bulk Requirements

The applicant is expected to follow all architectural design standards indicated within Section 9.04 *Non-residential Design Standards*. The applicant has not requested any variances.

See Table 2 below for yard and bulk requirements in the C1 Zone as indicated in the Zoning Ordinance:

TABLE 2 - BULK REQUIREMENTS – COMMERCIAL LOW-DENSITY (C1) ZONING DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	1.56	C
Minimum Lot Width (ft)	100	~200'	C
Minimum Front Yard Setback (ft)	45	Unknown	Unknown
Minimum Rear Yard Setback (ft)	20	Unknown	Unknown
Minimum Side Yard Setback (ft)	10	Unknown	Unknown
Maximum Building Coverage	50	Unknown	Unknown
Maximum Building Height (ft)	45	Unknown	Unknown
Maximum Impervious Coverage (%)	75	Unknown	Unknown

The development is proposed to have city sewer and water, and the applicant is required to follow all requirements of the Villa Rica Development Code.

Open Space

The C1 zone has a 5% open space requirement as per Table 7.24 of the Villa Rica Zoning Ordinance. The applicant appears to have ample space on the concept plan to provide the necessary 5% open space and it is not projected that meeting this ordinance provision will be problematic. The ordinance specifies what is considered nonqualifying open space and qualifying open space as specified below:



Table 7.24: Minimum Required Open Space		
Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

TABLE 5 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
Non-Qualifying Open Space	Qualifying Open Space
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.	

Offsite Improvements

No off-site improvements (sidewalks, acceleration/deceleration lanes, etc.) are proposed, based on the site plan.

Buffering/Screening/Tree Conservation:

A landscaping plan was not submitted by the applicant, and is required to be submitted prior to the issuance of a Land Disturbance Permit. The applicant will be required to provide perimeter landscaping for off-street parking areas, along with interior landscaping for off-street parking areas as indicated in Section 7.05(6) *Parking area Landscaping*. The applicant is expected to follow all required tree and shrub planting requirements of Section 7.05.

A buffer width of thirty (30) feet between AG and C1 zoned property will be required as illustrated in Table 7.8 and Table 7.9 of the zoning ordinance.



Table 7.8: Applicable Buffer Yard Types														
		New Residential Development						New Commercial Development					New Industrial Development	
		AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Existing Residential	AG	-	1	1	2	3	3	3	3	3	4	3	4	4
	R1		-	1	2	3	3	3	3	3	4	3	4	4
	R2			-	1	2	3	3	3	3	4	3	4	4
	SFA				-	1	2	3	3	3	3	3	4	4
	MF1					-	1	2	2	2	3	2	3	4
	MF2						-	2	2	2	3	2	3	4
Existing Commercial	CBD							-	1	1	1	1	3	4
	CMU								-	1	1	1	3	4
	C1									-	1	1	2	4
	C2										-	1	2	4
	OMI											-	2	4
Existing Industrial	I1												-	3
	I2													-

- When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per Table 7.7: Buffer Yard Types Description for Buffer Yard Type 2 shall apply.



Table 7.9: Buffer Yard Types Description

Type 1	Buffer width - Ten (10) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 3.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 2.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least fifty percent (50%) of the unit value shall be derived from deciduous shade trees (overstory).	Type 3	Buffer width - Thirty (30) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least ten percent (10%) of the unit value shall be derived from Deciduous Shade Trees (overstory) or deciduous ornamental trees (understory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds shall be incorporated into the buffer yard design.
Type 2	Buffer width - Twenty (20) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 4.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 3.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least twenty-five percent (25%) of the unit value shall be derived from deciduous shade trees (overstory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds are encouraged to gain additional height.	Type 4	Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.

Flood Plain

The property is not considered to be in a flood zone as designated by FEMA. This area is considered in “Flood Zone X”, which is an area of minimal flood hazard. Figure 2, below, indicates the flood zone map:



Figure 2: National Flood Hazard Map, retrieved from FEMA.gov



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 “Medical Activity Center” as the future land use for the parcel. The intent of the Medical Activity Center 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)

ii. Current conditions and the character of current structures and uses in each district;



The lot currently features an occupied structure constructed in 1910. The character of the C1 zone is commercial in nature, and is specialized for low intensity retail, service and office uses. The uses adjacent to the site to the east are residential single-family detached and north of the site is vacant land to be partially used for the bypass. South of the site across Dallas Highway are vacant properties and west of the site is low-density commercial. Further north on Dallas Highway are large lot residential properties, and further south of the site is medical, office and light commercial uses.

iii. The most desirable use for which the land in each district is adapted;

The proposed use is not the highest and best use of the property as suggested by the permitted uses table for the C1 Zone. Several uses, such as retail, office and other uses are more intense uses than a gas station. In addition, establishing additional gas stations in the city can generate pollutants long term.

iv. The conservation of property values throughout the jurisdiction; and

Property values are not expected to be greatly affected, either positively or negatively by the redevelopment of the lot for commercial purposes.

v. Responsible development and growth

The gas station and convenience store would add additional commercial capacity on Highway 61 near a burgeoning commercial strip along Dallas Highway, traffic traveling to and from I-20 and Downtown Villa Rica from Paulding County, and additional residential capacity coming online nearby in the coming years. Changing the parcel to commercial zoning would continue the commercial growth of the corridor.

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;

The surrounding area features a mix of commercial, medical and residential uses. The proposed retail and gasoline service station use would be suitable for the property given the increase in vehicular and truck traffic, large office and medical tenants nearby, and the extension of the bypass from Rockmart Road to Dallas Highway.

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

The proposed rezoning and development may adversely impact the adjacent residential structure along Dallas Highway. Toxic fumes, the potential for the site becoming a brownfield in the future, and general quality of life degradation of residential uses near gas stations are possible with gas station uses. The potential for development of the adjacent



residential parcels as commercial in the future is considered very high, as the adjacent parcel is on the corner with the new bypass route.

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

The property does have a reasonable economic use as currently zoned, however it is not the highest and best use of land given the location and Comprehensive Plan designation of the parcel as Suburban Village. Because of the location and visibility of the parcel, a commercial use would be most desirable from a land planning perspective.

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;

No excessive usage of city infrastructure has been identified as expected from the rezoning proposal by staff.

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 zoning categories, which aligns with the requested zone change from Single-Family Agricultural (AG) to Commercial Low-Density (C1).

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.

Georgia DOT is constructing a traffic circle and a bypass route from the affected intersection at Dallas Highway/SR 61 to Rockmart Road. This project is partially intended to improve the traffic queuing at the roundabout at Punkintown Road that is currently experienced by motorists. In addition, sidewalks for the proposed development are required, which would connect the site to surrounding uses for pedestrian access. These improvements are expected to improve the developability of the parcel.

D. Comments

1. The applicant shall be made required to create a vehicular connection to the stubbed parking lot aisle within the parking lot at the adjacent Dollar General location. This connectivity should not impact traffic circulation on Dallas Highway, as the traffic circle at Dallas Highway will recirculate traffic traveling south along the new Punkintown Road. It is not expected to become a “cut through” route, but will provide additional access for both the convenience store/gas station and the Dollar General.



Amy Dhamani – 974 Dallas Highway

RA-04-23

April 13, 2023

E. Recommendation

Staff recommendation: DENIAL

Reasons:

1. The Comprehensive Plan supports the change from AG to C1. The C1 Zone is listed as an appropriate zoning category listed in the Comprehensive Plan for the Suburban Village Character Area.
2. The use is not the highest and best use for the land compared to other permitted uses within the C1 zone. The use is located in a “community crossroads” area of the Future Land Use Map, which recommends higher density/intensity uses.

OR

APPROVAL w/ Conditions:

Conditions:

1. The applicant shall be made required to create a vehicular connection to the stubbed parking lot aisle within the parking lot at the adjacent Dollar General location.

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 April 4th, 2023; 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 via letter objecting to the proposed development.

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

Very truly yours,

Ronald Johnson

Planning & Zoning Administrator

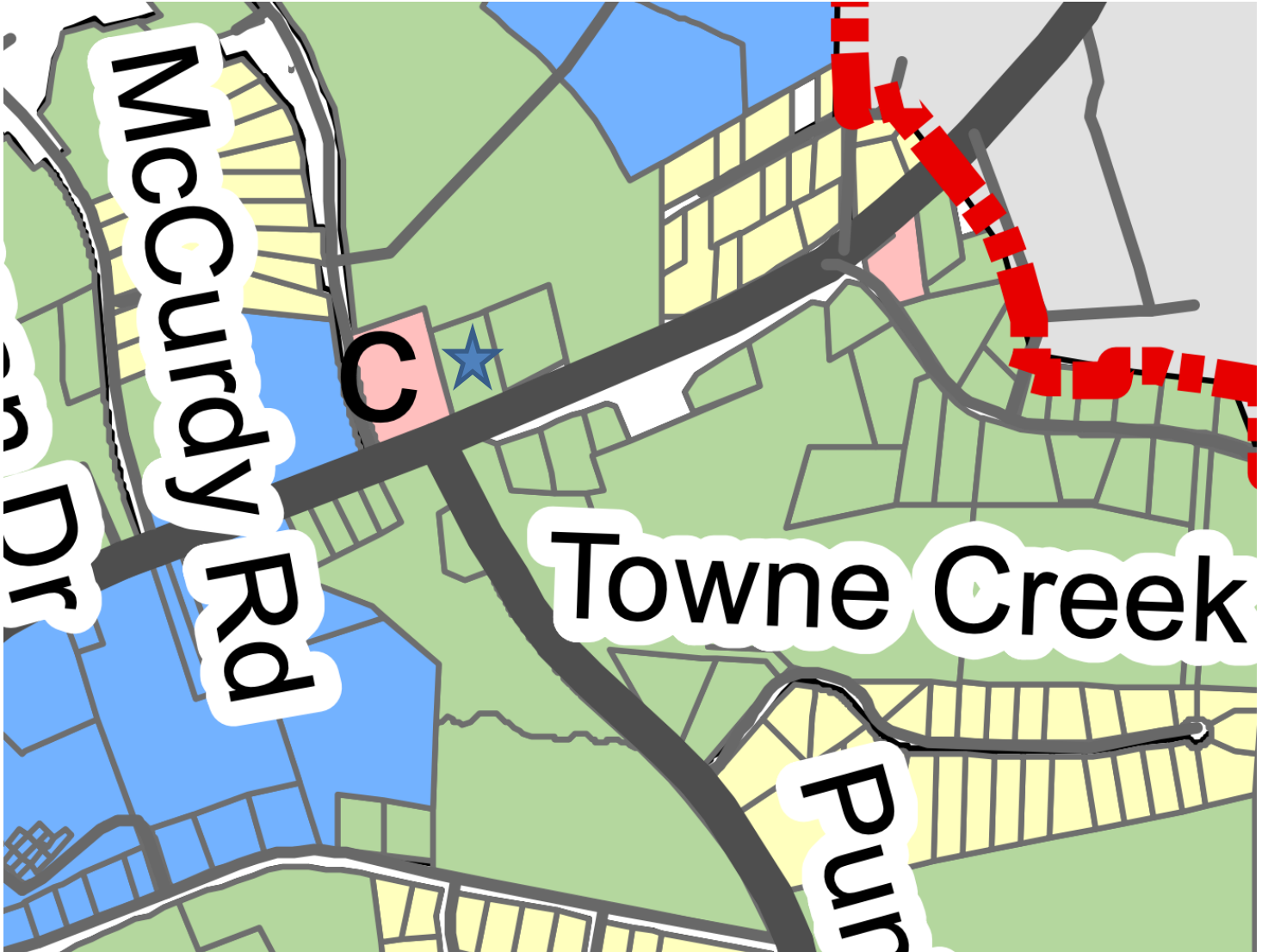


Amy Dhamani – 974 Dallas Highway

RA-04-23

April 13, 2023

Zoning Map:



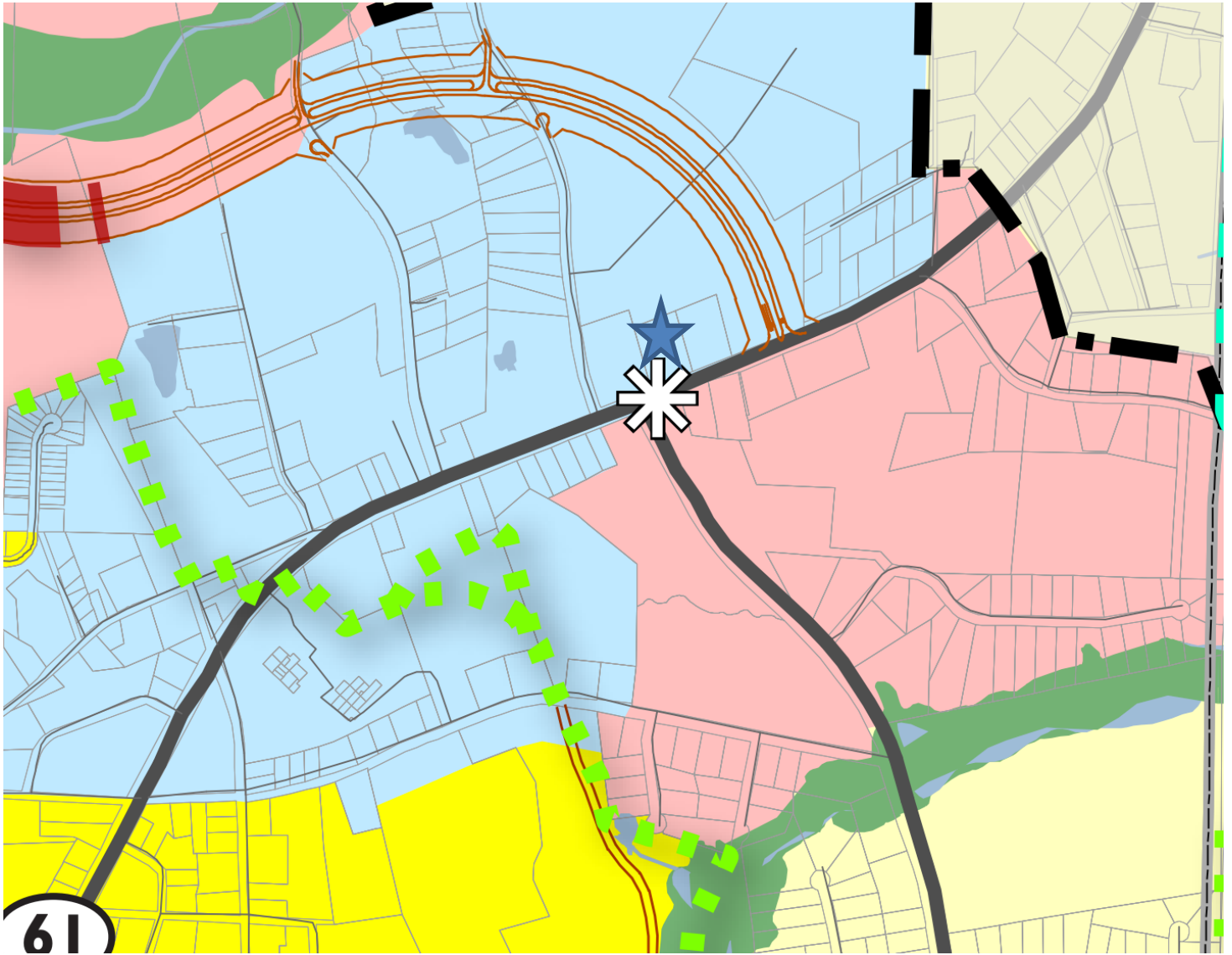


Amyn Dhamani – 974 Dallas Highway

RA-04-23

April 13, 2023

Future Land Use Map:





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Powell Park Flooring Replacement
AGENDA DATE: May 9th, 2023

DATE PREPARED: May 1st, 2023
PREPARED BY: Nic Griffin

AMOUNT: \$16,563.18
GL ACCOUNT #: 100-6110-522210
FUNDING SOURCE: General Fund-Operating
BUDGETED ITEM? Yes

PURPOSE: To replace the current carpet and flooring in the Powell Park Facility.

BACKGROUND:

The main congregational space in Powell Park has carpet in half of the room and thin vinyl plank in the other half.

This carpet has some staining and wear from years of regular use and foot traffic. The current vinyl flooring has begun peeling up and bowing in some areas. During the installation of the vinyl flooring, there was no vapor barrier set down and the floor system is a floating, click-lock floor. There is a concrete sub floor. Some of the areas where the planks are damaged, causes a trip hazard for patrons. Repairing this floor is quite difficult due to the type of floor installed and also because the damage is in multiple areas.

City staff has budgeted \$15,000 for the replacement of the carpet and vinyl plank.

Staff has attempted to obtain multiple bids for the replacement of this work. Staff has met four vendors and has received two bids.

STAFF RECOMMENDATION:

Staff recommends engaging with Sealey Ventures LLC dba Five Star Flooring for the furnishing and installation of approximately 3756 square feet of flooring. The second company that submitted a proposal quoted labor only, for the City to furnish material. The labor quoted by Sealey Ventures was \$604.74 cheaper than Blueline Outdoors. Staff also received a third bid after the agenda item was already submitted. This quote was from Footprints floors and was higher than the previous two.

Staff recommends engaging with Sealey Ventures to install this floor.

Staff budgeted \$15,000 to replace this flooring. The total quote from Sealey Ventures came out to \$16,563.18. The overage of \$1,563.18 would come out of the Building and Project department's maintenance and repair line.

Company	Quote
Sealey Ventures LLC dba Five Star Flooring	Labor Only \$7,395.26 – Material \$8,568.15
Blueline Outdoors	Labor Only \$8,000.00
Footprints Floors	Labor Only \$11,025.00-Total \$26,814.86

IMPACT: Replacing this floor will add a fresh aesthetic look to the facility. The new flooring will also eliminate current trip hazards.

MOTION: I move to authorize the City Manager to engage with Sealey Ventures dba Five Star Flooring to furnish and replace the flooring at Powell Park for the amount of \$16,563.18.

Sealey Ventures LLC dba Five Star Flooring
145 Andrew Dr Suite A
Stockbridge, GA 30281
770-832-7983

Proposal #: FI018737
PO Num: GLUE DOWN LVP
Sale Date: 04/14/2023
Install Date:
Sales Rep: Weaver, J
Sales Rep:

SOLD TO

City of Villa Rica, C/O: Nic Griffin
1605 HWY 61
Villa Rica GA. 30180
(470) 725-2701
dgriffin@villarica.org

SHIPPED TO

Printed 04/14/23 16:04:29

Powell Park Rec Center C/O: Nic Griffin
524 Leslie Dr.
Villa Rica GA. 30180

MATERIALS

		QUANTITY	PRICE	TOTAL
(1) Marche (Plank)	TBD	3755.84SqFt	\$2.00	\$7,511.68
Comments: Marche - 22 Mil wear Layer, 2.5 MM thick.				
(2) Quarter Round	Primed White	288.00LnFt	\$0.70	\$201.60
(3) Adhesive Pressure Sensitive	DP99 4 gal	6.00Each	\$109.99	\$659.94
(4) Transition	rubber	3.00Each	\$24.99	\$74.97
Comments: LVT To VCT, LVT to Tile, LVT to Carpet				
(5) Level Patch		4.00Each	\$29.99	\$119.96
Comments: Floor Prep				
Materials Subtotal:				\$8,568.15

LABOR

		QUANTITY	PRICE	TOTAL
(1) LVT Glue Down --,		3755.84 SqFt	\$1.50	\$5,633.76
(2) Quarter Round --,		288.00 LnFt	\$0.70	\$201.60
(3) Carpet Removal & Haul --,		201.05 SqYd	\$2.00	\$402.10
(4) LVT Take Up --,		1559.64 SqFt	\$0.55	\$857.80
(5) Floor Prep Concrete --,		1.00 Each	\$300.00	\$300.00
Labor SubTotal:				\$7,395.26

Comments: Removing existing carpet and floating LVT and replacing with Marche (22 Mil) glue down LVP.

Subtotal: \$15,963.41
Sales Tax: \$599.77
Total: \$16,563.18
Payments: \$0.00
Balance: \$16,563.18

Re: EXTERNAL EMAIL: Estimate 23-050 from Blueline Outdoors

jacob deming <bluelineoutdoorctr@gmail.com>

Wed 3/29/2023 5:18 PM

To: Nic Griffin <dgriffin@villarica.gov>

Good afternoon, it would be about \$1500 cheaper to remove the baseboard from the estimate

On Wed, Mar 29, 2023 at 5:14 PM Nic Griffin <dgriffin@villarica.gov> wrote:

Luke,

This project may have to wait a bit until I see what our funding looks like in a few months.

Would it be too much trouble to remove the baseboard work from the quote so that I can see if we will fall under my current budget?

Nic Griffin
Building and Project Manager

470-725-2701 call or text

1605 HWY 61

Villa Rica, GA 30180

Direct: 678-840-1225

www.villarica.org



From: Blueline Outdoors <quickbooks@notification.intuit.com>

Sent: Monday, March 13, 2023 6:06 PM

To: Nic Griffin <dgriffin@villarica.gov>

Subject: EXTERNAL EMAIL: Estimate 23-050 from Blueline Outdoors

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Blueline Outdoors

----- Estimate -----

P.O. Box 1162
Villa Rica, GA 30180 US

+1 6789881297

Estimate #: 23-050
Date: 03/13/2023
Exp. Date:
\$9,500.00

Address:

Nic Griffin
City Of Villa Rica
1605 Hwy 61
Villa Rica, Ga 30180

Service	Description	Qty	Rate	Amount
Flooring	This price includes us tearing out all laminate and carpet in Powell park and putting down under layment provided by city of villa rica and reflooring room with laminate floor provided by city of villa rica. This price also includes redoing baseboard around entire room with trim provided by city of villa rica. This is labor only cost.	1	9,500.00	9,500.00

Total: \$9,500.00

ESTIMATE

**Service Address**

524 Leslie Dr
Villa Rica, GA 30180

Prepared For

Nic Griffin
1605 HWY 61
Villa Rica, GA 30180
(470) 725-2701

Footprints Floors

470 Commerce Dr. Suite 527
Peachtree City, Georgia 30269
Phone: (770) 999-9749
Email: mtherriault@footprintsfloors.com
Web: www.footprintsfloors.com/peachtree-city

Estimate # 1359

Date 05/18/2023

Description	Rate	Quantity	Total
Demo	\$1.50	3,675	\$5,512.50
-Remove existing Commercial carpet, engineered wood, and LVT flooring from the main room of the rec center.			
Disposal	\$400.00	1	\$400.00
-Haul away and dispose of all debris.			
Floor Prep	\$0.50	3,675	\$1,837.50
-Prepare the concrete slab for new installation.			
-Remove existing adhesives, and bring within required flatness standards.			
-Up to one complete skim coat of the concrete slab.			
Moisture Barrier	\$0.83	3,675	\$3,050.25
-Apply roll on moisture barrier per manufacturer specs.			
-Wakol PU-280 2 coats.			
LVT Installation	\$1.50	3,675	\$5,512.50
-Install Glue down commercial LVT			
LVT Flooring	\$2.09	4,046.08	\$8,456.31
-Elixen Commercial glue down LVT			
-2.5mm - 20 mil			

-116 cartons 4046.08 sq ft

Adhesive	\$204.16	5	\$1,020.80
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-Pressure sensitive vinyl flooring adhesive (4 gal bucket)

Delivery	\$150.00	1	\$150.00
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-Pick up and delivery of all materials to site.

Trim	\$2.50	350	\$875.00
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-Supply and install new primed pine base 1/4 round trim.

-Supply and install transition thresholds at all doorways.

Subtotal	\$26,814.86
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Total	\$26,814.86
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Why Footprints Floors?

*Superior customer service, project management and high quality craftsmanship *We operate our business with high integrity and values

*Excellent reputation

*10+ years in business

*1 Year craftsmanship warranty

* A+ rating with BBB

*4.6/5.0 rating on Home Advisor with over 400 customer reviews!

*<http://www.footprintsfloors.com> *Read about us, check out our gallery, etc. *Instagram -

footprintsfloors | See jobs that are happening in real-time. *References available upon request!

* 50% deposit is due before work commences and final payment is due upon completion of work.

* Baseboards, walls, quarter round and stair stringers may require some touch up paint by homeowner following new installations and refinishes.

* Floor height changes may cause a gap in the door casings that will need repair by a trim carpenter.

* Even though we use dust mitigation systems, there will be a light layer of dust that the customer will need to clean up when we are done.

* We recommend you keep your dog off the newly site-finished floor for a minimum of three days post completion of floor.

* Sub-floor conditions cannot be fully evaluated until the old flooring is removed. It is not uncommon for sub-floors to require leveling and/or remediation work prior to new floor installation. Any necessary remediation or subfloor work is not included in this proposal and may require the customer to contract with a professional concrete leveling and repair company.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Downtown Gateway and Directional Signage Update

AGENDA DATE: May 9, 2023

DATE PREPARED: April 24, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To give the City Council an update of the Downtown Gateway and Wayfinding Signage that began as a Downtown Development Authority (DDA) project in 2017.

BACKGROUND: The Downtown Gateway and Directional Signage project was a significant part of the adopted Downtown Master Plan (RSVP). The appeal of the corridors leading to downtown was one of the top issues expressed by our citizens surveyed. The DDA solicited proposals from qualified companies for the project, and ACSM's bid was approved in the amount of \$76,372. ACSM Inc was the lowest qualified bidder and their business is located in Charlotte, North Carolina. There were four property sites chosen for the gateway signage. Norfolk Southern and Tom Large had signed their Lease Agreement. The company began designing the gateway signs but was put on hold due to issues with two of the landowners at that time. However, as of March 2023, those issues have been resolved and the project can move forward.

Because the design of the signage is over five years old, staff revisited the original design and recommended revision. ACSM has provided markup samples based on our ideas and the city's history that resulted in a larger design. ACSM has presented a contract for the new design of the gateway, wayfinding, kiosk and parking signage between the DDA and CVB and ACSM Inc. The budget for this project will not exceed \$200,000, \$63,500 has been paid towards the project. The final design will be chosen after the rebranding of the city is complete and will determine the total costs.

The CVB Board met on Thursday, April 20, discussed the contract, and is in favor of the project.

STAFF RECOMMENDATION: N/A

MOTION: Motion is not required. For information purposes only.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment of Two New Members to Main Street Advisory Board

AGENDA DATE: May 9, 2023

DATE PREPARED: April 24, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PURPOSE: To appoint two new members to the Main Street Advisory Board. Melissa Hill and Julie Moore resigned from the Board due to work schedules creating the two vacancies.

BACKGROUND: The Main Street Advisory Board is a seven-member board that works to revive the central business district. Members are solicited by board members and the Main Street Manager with the official appointment made by the City Council. The Board Members will serve staggered terms and shall be appointed for one-, two-, and three-year terms.

STAFF RECOMMENDATION: The Main Street Advisory Board recommends the appointment of Candy Wilson to fill Melissa Hill's unexpired term through 12/31/2023, and the appointment of Landen Prather to fill the vacancy of Julie Moore for the term of two years.

IMPACT: The Main Street Advisory Board will have a full board (7 members) to carry on the City of Villa Rica's Main Street Program of economic development and promotion of the downtown central district.

MOTION: Move to approve the appointments of Candy Wilson to fill Melissa Hill's unexpired term through 12/31/2023, and to appoint Landen Prather to fill the vacancy of Julie Moore for the term of two years (05/09/2023 – 05/09/2025).



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name:

Rosemarie Norton

Occupation:

Realtor, Artist

Employer:

Self

Real Estate:

(So. Homes & Land)

Home Address:

703 Magnolia St.

City:

Villa Rica

Zip:

30180

Home Phone:

()

Home E-Mail:

Work Phone:

()

Work E-Mail:

rosenorton52@gmail.com

Cell Phone:

(404) 732-4230

Preferred E-Mail:

☐ Home

☐ Work

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

Rosemarie's Embellishments (my art business) sole proprietor

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

b) How long have you been a resident of the City of Villa Rica? 10 Years 10 Months

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

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

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

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

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

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

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

I Love Villa Rica. We live right downtown and are very invested in supporting our town, its businesses and its future. I love the arts, music and real estate that are my world and I want to contribute anything I can to make VR an even better place.

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

Yes - I want to be used whenever my gifts can be used best. My Tuesday nights are already committed to The Carrollton Wind Ensemble, but any other day or evening, I can make available.

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

Printed Name

Date

Please return signed application to:

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

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

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



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



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- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Gina Steed

Occupation: Bank Manager Employer: United Community Bank

Home Address: 172 Bagwell Rd City: Carrollton Zip: 30117

Home Phone: () N/A Home E-Mail: Gina Steed 44 @ gmail. Com

Work Phone: (770) 456-6500 Work E-Mail: Gina Steed @ ucabi. com

Cell Phone: (770) 328-2430 Preferred E-Mail: ☐ Home ☒ Work

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

United Community Bank

485 W Bankhead Hwy Villa Rica GA

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

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

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

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

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

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

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

I work for United Community Bank in Villa Rica.

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

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

I want to become more involved with the community where I work. The city is growing by leaps and bounds. I plan on working for at least another 10 years and I want to be more involved.

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

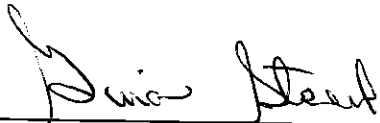
Main Street Advisory
Villa Rica Development Authority

Library Advisory Board

Historic Preservation Commission

APPLICANT STATEMENT

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



Signature

Gina Steed

Printed Name

2/15/2023

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
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: Carmen R. "Candy" Wilson

Occupation: Banker Employer: Synovus Bank

Home Address: 301 Bradley St. Unit A 206 City: Carrollton, GA Zip: 30117

Home Phone: () Home E-Mail: Candy.wilson67@yahoo.com

Work Phone: (770) 836-6961 Work E-Mail: Candy.wilson@synovus.com

Cell Phone: (770) 713-1774 Preferred E-Mail: ☐ Home ☒ Work

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

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

Villa Rica Mainstreet Advisory Board

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

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

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

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

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

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

City of Villa Rica is a customer of Synovus Bank
where I am employed.

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

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

To be a part of the revitalization of Downtown Villa Rica -
Help promote VR so more people want to visit, shop & be a
part of the City! Improve downtown's appearance & help encourage
& recruit new businesses.

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

APPLICANT STATEMENT

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

Candy Wilson
Signature

Candy Wilson
Printed Name

2/20/2023
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



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

APPLICANT INFORMATION

Applicant Name: Landen Prather

Occupation: Artist/owner AA Gallery Employer: Landen Prather Fine Art Gallery

Home Address: 3067 Chris Circle City: Villa Rica Zip: 30180

Home Phone: (770) 990-0629 Home E-Mail: landenprather@landenprather.com

Work Phone: () Work E-Mail:

Cell Phone: () Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) Landen Prather Fine Art Gallery- 307 Westview Drive Villa Rica GA
30180

a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board

b) How long have you been a resident of the City of Villa Rica? 2 Years 6 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:

Landen Prather Fine Art Gallery

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

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

As a resident and business owner, I care deeply about our city's future development. Our city deserves to be a beautiful hub for the state of Georgia.

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

Downtown Development Authority

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

Printed Name

Date

Please return signed application to:

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

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

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

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

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

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

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

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

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

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

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

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: Community Development Grant Program Application for Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc.

AGENDA DATE: May 9, 2023

DATE PREPARED: April 24, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: \$10,000

GL ACCOUNT #: 100-1110-573050

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: The Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc., has submitted a Community Development Grant Program application in the amount of \$10,000. This is for their annual event that will take place on June 23 and June 24 at The MILL.

BACKGROUND: The Villa Rica Community Development Grant Program was established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the city. The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. The 2023 Available Funds are \$20,000.

The organization was established soon after Dr. Dorsey's death in January 1993 to recognize his birth (July, 1899) in Villa Rica, Georgia, and to foster and encourage the study of African-American "anointed" gospel music of the kind he is often credited with. In July 1995, the organization presented the first Annual Thomas Dorsey Gospel Festival in Villa Rica. This year will be the 29th festival.

STAFF RECOMMENDATION: The Main Street Advisory Board reviewed the application and has approved in a majority vote the dollar amount requested of \$10,000. Staff recommends the approval of the Community Development Grant Program application of \$10,000 to the Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc., for the festival that will be held on June 23 and June 24 at The MILL amphitheater.

IMPACT: The festival promotes the businesses (hotels, restaurants, stores) located in the City of Villa Rica. The grant gives financial assistance to programs and events that culturally and economically are beneficial to the City of Villa Rica.

MOTION: Move to approve the Community Development Grant Program application request of \$10,000 to the Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc., for their annual event on June 23 and June 24 at The MILL amphitheater.



Villa Rica Community Development Grant Application

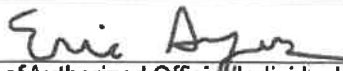
Section A: Applicant

1. Name of Organization: Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc
Contact Person (if different than above): Shirley Marchman - Eric Ayers
2. Mailing Address: 571 West Bankhead Hwy, Villa Rica, GA 30180
3. Telephone Day: Eric/ 678-697-7684 Evening: Shirley/ 770-546-1971
4. Email: profese@bellsouth.net 5. FAX (optional): _____
6. Date of Tax-Exempt Number and date of Incorporation in Georgia: May 15, 2010 / May 20, 1993
7. Number of Years in City of Villa Rica: 29 years
8. Have you ever received funds from the City of Villa Rica? yes If Yes, most recent funding amount? \$10,000
Were there any residual funds at the completion of the project? no If Yes, how much? _____

Section B: Project

1. Project Title: Thomas Dorsey Birthplace Music Festival
2. Scheduled Start and End Dates: June 23 & 24
3. Hours of Operation Each Day: All Day
4. Amount Requested (c): \$10,000 5. Funds Disbursement Date: June 1, 2023

Section C: Certification

	<u>April 11, 2023</u>
Signature of Authorized Official/Individual	Date
<u>Eric Ayers</u>	<u>President, Board of Directors</u>
Printed Name of Authorized Official/Individual	Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Project Budget

EXPENSES	AMOUNT \$
Facility rental	
Parking	
Security	260.-
Food	900.-
Service Park & Rec setup/breakdown	1,800.-
Entertainment	\$ 11,000.-
Speakers Sound & Lighting	6,100.-
Transportation	
Hotels	
Equipment rental	
Barriers	
City Employee Wages	
Security Supplies	2,100.-
Tables	
Tents	
Chairs	
Concessions	
Printing	900.-
Save the Date/Invitations/Tickets Graphic Design Advertising	850.-
Brochures/Posters/Fliers/Press Packets	
Signage	
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography- Fireworks	4,800.-
TOTAL EXPENSES (a)	28,610.-

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	18,610. —
Sponsorships/Grants	10,000. —
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	
TOTAL REVENUES (b)	28,610. —

NET INCOME (or LOSS)

Total Revenue (b) less Total Expenses (a): \$ 0

PERCENTAGE OF PROJECT FUNDS REQUESTED

Amount Requested (c): \$ 10,000. —

Total Expenses (a): \$ 28,610. —

(c) / (a) = Percentage of Project Funds Requested: % 35

PERCENTAGE OF EXPENSES LESS REVENUES

Amount Requested (c): \$ 10,000. —

Total Expenses (a) less Total Revenues (b): \$ 0

(c) / (a-b) = Percentage of Expenses Less Revenues: % 0

Note: The projects that require a higher percentage of funding from the Community Development Grant will receive less consideration than the projects that will require a smaller percentage of funding through the Community Development Grant.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Community Development Grant Program Application for Alzheimer's Group of Carroll County

AGENDA DATE: May 9, 2023

DATE PREPARED: April 24, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: \$2,750

GL ACCOUNT #: 100-1110-573050

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: The Alzheimer's Group of Carroll County submitted an application for the Community Development Grant Program in the amount of \$2,750 for their Movie at The MILL event on September 30, 2023, at 5 pm.

BACKGROUND: The Villa Rica Community Development Grant Program was established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the city. The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. The 2023 Available Funds are \$20,000.

The Alzheimer's Group of Carroll County, Inc. is a non-profit organization that provides education, support and respite to those in our community coping with Alzheimer's disease and other types of dementia. The group was founded in 1987, and they hold 4-5 events annually to help provide funds for respite and education as well as support groups for the caregivers.

STAFF RECOMMENDATION: The Main Street Advisory Board reviewed the application and has approved in a majority vote the dollar amount requested of \$2,750 to Alzheimer's Group of Carroll County. Staff recommends the approval of the Community Development Grant Program application of \$2,750 to the Alzheimer's Group of Carroll County for their Movie at The MILL event on September 30, 2023, at 5 pm.

IMPACT: The grant gives financial assistance to programs and events that culturally and economically are beneficial to the City of Villa Rica.

MOTION: Move to approve the Community Development Grant Program application request of \$2,750 to the Alzheimer's Group of Carroll County for their Movie at The MILL event on September 30, 2023.



Villa Rica Community Development Grant Application

Section A: Applicant

1. Name of Organization: Alzheimer's Group of Carroll County
Contact Person (if different than above): Kye Howell
2. Mailing Address: 4034 Woodland Dr., Villa Rica, GA 30180
3. Telephone Day: 404-932-2771 Evening: SAME
4. Email: kye@alcofwga.com 5. FAX (optional): _____
6. Date of Tax-Exempt Number and date of Incorporation in Georgia: Date of TE# 2004, Date of Inc 1987
7. Number of Years in City of Villa Rica: 36
8. Have you ever received funds from the City of Villa Rica? Yes If Yes, most recent funding amount? 2,500
Were there any residual funds at the completion of the project? No If Yes, how much? _____

Section B: Project

1. Project Title: Movie at the Mill Amphitheatre
2. Scheduled Start and End Dates: 09/30/2023
3. Hours of Operation Each Day: 5 PM - Until
4. Amount Requested (c): 2,750 5. Funds Disbursement Date: 4/30/2023

Section C: Certification

Kye R. Howell 4/19/2023
Signature of Authorized Official/Individual Date

Kye R. Howell President
Printed Name of Authorized Official/Individual Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Project Budget

EXPENSES	AMOUNT \$
Facility rental	300.00
Parking	
Security	
Food	
Service	
Entertainment	1,900
Speakers	
Transportation	
Hotels	
Equipment rental	
Barriers	
City Employee Wages	
Security	
Tables (2)	\$10
Tents	
Chairs (12)	\$12
Concessions	
Printing	200
Save-the-Date/Invitations/Tickets	
Brochures/Posters/Fliers/Press Packets	
Signage	650
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography	
TOTAL EXPENSES (a)	2,750 + 312

312
\$ 4,062

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	
Sponsorships/Grants	
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	
TOTAL REVENUES (b)	0.00

NET INCOME (or LOSS)

Total Revenue (b) less Total Expenses (a): \$ -2,750

PERCENTAGE OF PROJECT FUNDS REQUESTED

Amount Requested (c): \$ 2,750

Total Expenses (a): \$ 2,750

(c) / (a) = Percentage of Project Funds Requested: % 100

PERCENTAGE OF EXPENSES LESS REVENUES

Amount Requested (c): \$ 2,750

Total Expenses (a) less Total Revenues (b) : \$ 2,750

(c) / (a-b) = Percentage of Expenses Less Revenues: % 100

Note: The projects that require a higher percentage of funding from the Community Development Grant will receive less consideration than the projects that will require a smaller percentage of funding through the Community Development Grant.

Addendum to the Villa Rica Community Development Grant Application

Section D: Project Narrative

The Alzheimer's Group of Carroll County, Inc. is a non-profit organization that provides education, support, and respite to those in our community coping with Alzheimer's disease and other types of dementia. The group consists of geriatric professionals and volunteers who work to serve the community and help families find more resources for their loved ones. The Alzheimer Group is dependent upon donations, fund raising, and grants.

Our mission is be a support system for families, friends and others in providing encouragement and useful tips in caring for those suffering from dementia.

Our board and volunteers are a diverse group: Aging Life Care professionals, directors of assisted living facilities, senior center directors, therapists, Certified Care Managers, owners of caregiver services as well as people that want to make a difference. We operate solely on a volunteer basis and have secured 5 volunteers for this event. We expect to have 2 additional volunteers before the event occurs.

Since the Group was founded in 1987, we have done an average of 4-5 events annually to help provide funds for respite and education. We also host support groups for caregivers of persons with Alzheimer's or dementia.

Description of the event: Coco, a computer animated fantasy film by Pixar as well as an inflatable bounce house.

Section E: Accessibility

As the event is to be held at The Mill Amphitheater, the facility is compliant with the ADA.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Community Development Grant Program Application for Villa Rica Lions Clubs

AGENDA DATE: May 9, 2023

DATE PREPARED: April 24, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: \$7,250

GL ACCOUNT #: 100-1110-573050

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: The Villa Rica Lions Club and Golden City Lions Club has submitted a Community Development Grant Program application in the amount of \$7,700. This is for a fundraising event that will take place on Friday, October 6 at The MILL that will be a Matt Stone Concert named The Elvis Presley Experience. Matt Stone is a Florida native that has been named by Graceland as one of the Top Ten Elvis Tribute Artists in the world. Stone will be playing in Lawrence, Georgia, on October 5 and has committed to perform in Villa Rica on October 6.

BACKGROUND: The Villa Rica Community Development Grant Program was established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the city. The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. The 2023 Available Funds are \$20,000.

The Lions Clubs of Villa Rica are non-profit organizations supported by the Lions International Association that began in 1917. There are over 480,000 clubs all over the world. Lions serve and give their valuable time and effort to improve their communities.

Both clubs voted unanimously to have this event as a fundraiser. The clubs were unable to continue ATVR (A Taste of Villa Rica) during covid and due to the current circumstances of our local restaurants. Funds raised will support the clubs' charitable missions and other projects related to the global causes of the Lions Clubs International.

STAFF RECOMMENDATION: Staff recommends approval of the Community Development Grant Program application for the Villa Rica Lions Clubs in the amount of **\$7,250** for the October 6 Event at The MILL.

IMPACT: The grant gives financial assistance to programs and events that culturally and economically are beneficial to the City of Villa Rica. The grant will also provide assistance to the Villa Rica Lions Clubs to hold the event as their fundraiser.

MOTION: Move to approve the Community Development Grant Program application for the Villa Rica Lions Clubs in the amount of **\$7,250** for the October 6, Matt Stone Concert at The MILL.



Villa Rica Community Development Grant Application

Section A: Applicant

- Name of Organization: The Lion's Club & The Golden City Lion's Club
Contact Person (if different than above): Nancy Mims
- Mailing Address: 17 Hickory Trail Villa Rica, GA
- Telephone Day: 678-670-2490 Evening: Same
- Email: Nmims1@gmail.com 5. FAX (optional): ---
- Date of Tax-Exempt Number and date of Incorporation in Georgia: EIN 30-0699682 2012
- Number of Years in City of Villa Rica: ---
- Have you ever received funds from the City of Villa Rica? Yes If Yes, most recent funding amount? \$,970.00
Were there any residual funds at the completion of the project? No If Yes, how much? ---

Section B: Project

- Project Title: The Elvis Presley Experience (Concert) (Matt Stone)
- Scheduled Start and End Dates: October 6, 2023
- Hours of Operation Each Day: 7:30 - 10 pm 2 1/2 hrs
- Amount Requested (c): \$7,700.00 5. Funds Disbursement Date: July 25, 2022

Section C: Certification

Nancy G Mims
Signature of Authorized Official/Individual

4/18/23
Date

Nancy G Mims
Printed Name of Authorized Official/Individual

President
Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Project Budget

EXPENSES	AMOUNT \$
Facility rental	300.00 2 1/2 hrs - 3 hr
Parking	
Security	
Food	100.00
Service	
Entertainment	5800.00
Speakers (Lights & Sound)	5,800.00
Transportation	
Hotels	
Equipment rental	
Barriers	\$40
City Employee Wages	70.00
Security	120.00
Tables	65.00
Tents x 1	25.00
Chairs x 300	300.00
Concessions	100.00
Printing	
Save-the-Date/Invitations/Tickets	
Brochures/Posters/Fliers/Press Packets	1,500.00
Signage & radio ads	
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography	
TOTAL EXPENSES (a)	\$14,220.00

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular <i>Reserve Seating</i>	<i>5,000</i>
Patron	
Donations/Pledges	
Sponsorships/Grants	<i>20,000</i>
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	
TOTAL REVENUES (b)	<i>25,000</i>

200 @ \$25 each

NET INCOME (or LOSS)

25,000 *14,220*
Total Revenue (b) less Total Expenses (a): \$ *10,780*

PERCENTAGE OF PROJECT FUNDS REQUESTED

Amount Requested (c): \$ *7,700*

Total Expenses (a): \$ *14,220*

(c) / (a) = Percentage of Project Funds Requested: % *55%*

PERCENTAGE OF EXPENSES LESS REVENUES

Amount Requested (c): \$ *7,700*

Total Expenses (a) less Total Revenues (b): \$ *10,780*

(c) / (a-b) = Percentage of Expenses Less Revenues: % *57%*

Note: The projects that require a higher percentage of funding from the Community Development Grant will receive less consideration than the projects that will require a smaller percentage of funding through the Community Development Grant.

The VR Lions Clubs are connected to Lions International and have a long history of service to the community. We are proposing a fundraising concert at the Mill Amphitheater. We expect 100's of people in our historic downtown to enjoy a fun entertaining evening. At the same time we will be raising funds for our charitable missions. This will allow the Lions Clubs of Villa Rica to continue providing our citizens with assistance for the visually impaired by working with the Rapha Clinic, Community in Schools, READ Programs, Vision Rehabilitation Services, Free Eye Exams and Glasses, Georgia Camp for the Blind, Leader Dogs, Georgia Lighthouse as well as local special projects to support our community. We work with our local school system in locating students who qualify to attend the Georgia Camp for the Blind at no cost to the student's family.

For many years, our clubs have put on ATVR (A Taste of Villa Rica). Due to the current circumstances with our local restaurants, we have decided to propose a different event this year.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Motorola Portable Radios

AGENDA DATE: 04/27/2023

DATE PREPARED: 04/25/2023

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$25,375.28

GL ACCOUNT #: 3223210542500

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To equip VRPD with seven Motorola APX-4000 portable radios. This purchase also includes a charger, battery, and a mic for the radio.

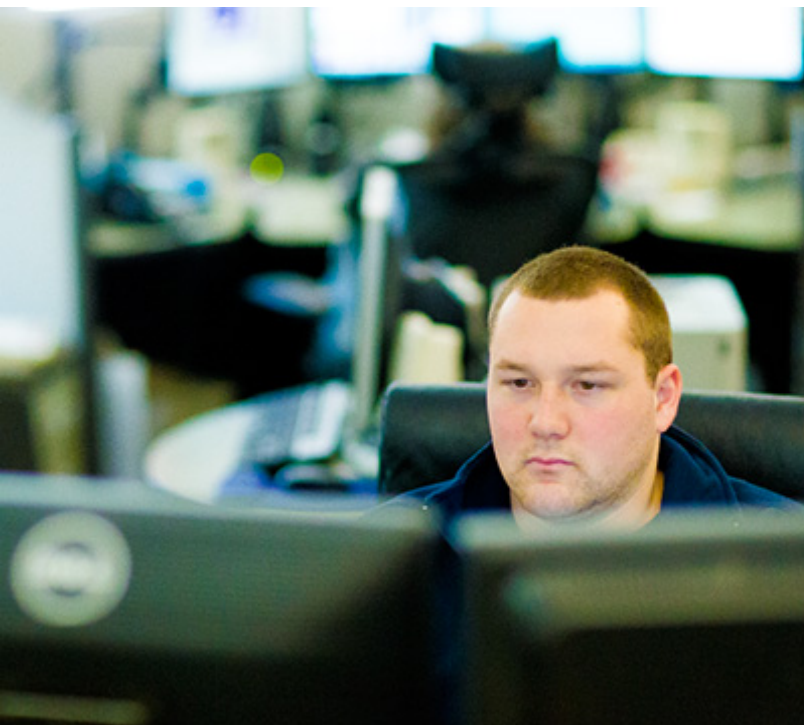
BACKGROUND: VRPD officers currently carry radios on their duty belts. The radio is an essential tool that allows them to keep in constant communication with Carroll County E-911 dispatchers and their fellow officers. Having a portable radio in the field allows them to complete tasks without going to their patrol vehicle, which is a much safer alternative. Utilizing a portable radio allows officers to be active during an incident and gather additional resources if necessary.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase seven Motorola model APX-4000 portable radios from Metropolitan Communications Inc in the amount of \$25,375.28. Metropolitan Communications is an authorized Motorola distributor.

IMPACT: The Motorola STX 2500 radios being carried by some officers are no longer able to be serviced since 2019. The radios still work but when a problem occurs, they cannot be repaired. We are proposing to replace seven radios with new

radios. This purchase is an ongoing transition into the new model radio to prevent the police department from having communication problems.

MOTION: I move to allow the police department to purchase seven Motorola APX-4000 portable radios from Metropolitan Communications Inc in the amount of \$25,375.28.



VILLA RICA POLICE DEPT

04/24/2023

04/24/2023

VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180

Dear Steven Lujan,

Motorola Solutions is pleased to present VILLA RICA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VILLA RICA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Evan Buford at e.buford@metrocomms.net.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Evan Buford

Motorola Solutions Manufacturer's Representative

Billing Address:
VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180
US

Quote Date:04/24/2023
Expiration Date:06/23/2023
Quote Created By:
Evan Buford
e.buford@metrocomms.net

End Customer:
VILLA RICA POLICE DEPT
Steven Lujan
slujan@villarica.org
770-459-5149

Contract: 36273 - SOURCEWELL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	7	\$2,425.28	\$1,770.45	\$12,393.15
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	7	\$0.00	\$0.00	\$0.00
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	7	\$1,727.00	\$1,260.71	\$8,824.97
1c	Q887AT	ADD: 5Y ESSENTIAL SERVICE	7	\$222.00	\$222.00	\$1,554.00
1d	H842BJ	ADD: SINGLE UNIT PACKAGING	7	\$0.00	\$0.00	\$0.00
2	NNTN8128C	BATT IMPRES LIION IP67 2000T	7	\$128.99	\$94.16	\$659.12
3	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	7	\$127.12	\$92.80	\$649.60
4	LSV00Q00202A	DEVICE PROGRAMMING	7	\$125.00	\$125.00	\$875.00
5	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	7	\$82.08	\$59.92	\$419.44



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total \$25,375.28(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Solid Waste Services Operational & Financial Assessment
AGENDA DATE:	May 9, 2023
DATE PREPARED:	April 26, 2023
PREPARED BY:	Hal Burch
AMOUNT:	\$25,000
GL ACCOUNT #:	100-1320-521200
FUNDING SOURCE:	General Fund
BUDGETED ITEM:	No
PUBLIC HEARING:	No

PURPOSE: To select a consultant to evaluate the collection options and their revenue potential for Villa Rica alone and also for several surrounding communities that are struggling with the services currently available in the West Georgia area.

BACKGROUND: Several of the surrounding communities having recently had their solid waste collection rates skyrocket or in some cases canceled all together with little to no notice. I believe it is quite likely we will receive similar news soon.

In an effort to proactively look ahead we met with Temple, Bowden, and Fairfield Plantation. We discussed how we might work together to jointly provide solid waste collection services. It was agreed that we should identify our options, the associated costs and the resulting revenue potential. With my 20+ years of experience in solid waste operations it was logical for Villa Rica to spearhead this process. Davenport/Lawrence comes highly recommended from my contacts in the industry.

STAFF RECOMMENDATION: We recommend that the City engage Davenport/Lawrence to conduct a feasibility study on internalizing Municipal Solid Waste / Recycling collections with the potential to also offer these services outside of our City limits.

IMPACT: Reliable, quality collection services for our citizens and businesses, at a reasonable consistent price.

MOTION: I move to authorize the Mayor to execute an agreement with Davenport/Lawrence for an amount not to exceed \$25,000.

Solid Waste Services Operational & Financial Assessment

DavenportLawrence
www.DavenportLawrence.com



DavenportLawrence operational services support solutions that allow the Our Partners to execute their mission...serving its citizens by providing quality waste services.

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April 20th, 2023

To Mr. Tom Barber,

DavenportLawrence is pleased to submit the following proforma detailed our suggested evaluation services for the Cities' and County's evaluation of solid waste operations. Specifically, we propose to provide consulting services to the following Cities and County for all key process functions within the County/Cities' solid waste services in an effort to fully evaluate all associated solid waste collection, transfer and disposal services:

- Fairfield Plantation
- City of Temple
- City of Bowden
- City of Villa Rica
- City of Mt Zion
- Carroll County

DavenportLawrence is dedicated to delivering measurable and sustainable change to our clients' operations to support our client's ability to make complex decisions in providing quality services to their citizens. In relation to this project, our firm will provide team members with extensive private & public sector waste services experience, private and public sector operations experts, and senior level management experience within local government utilities and operations with municipal government. The firm's diversity of experiences ensures that our clients receive customized solutions that consider cultural, political, historical, financial, and organizational capacities of the organization. We work diligently each day to be a trusted partner and advisor to local government by helping our clients leverage their investments to achieve efficient operational processes and high levels of citizen service.

DavenportLawrence appreciates the opportunity to propose a scope of work to this group in providing a solution that balances "People/Process & Technology" to define a clear path forward for the County/Cities in providing solid waste services. We are uniquely positioned to deliver analysis and implementation services that exceed the Cities' expectations, and we look forward to the opportunity to work with the County/Cities through this initiative.

Sincerely,

Jeffrey Davenport
Managing Director, DavenportLawrence

Solid Waste Operations Assessment & Consolidations Services

Introduction

Forward-looking local governments seek opportunities for continuous evaluation in order to promote a culture of continuous improvement. The opportunities for improved customer/citizen service, leverage shared resources and provide better visibility are significant opportunities for the Cities. With open communication, clear/established goals, strategically designed infrastructure and sound use of technology, City/County waste operations have a supportive environment for successful services delivery. This achieved by focused resource alignment (locally and regionally) supporting the ability to elevate the best service options to be considered for the future City/County and region's service quality needs, Citizen expectations, cost and collection expectations.

Our team is experienced in best practices in services solutioning from local government and private sector business practices and understands how to evaluate the current environment and support the Cities in evaluation of a waste operations irrespective of the final direction taken. We achieve results through comprehensive solutioning:

- Solid waste operations solution design
- Field operations solution design
- Shared services/operations solutioning
- Fleet management solutioning
- Use of high performing customer, billing and field service software
- Use of effective field technology to support high level service quality
- Effective organizational change management (internal to the Cities and the Cities' citizens)

By engaging appropriate stakeholders in the waste operations process for the Cities', expectations and opportunities can be fully identified supporting the documentation of recommendations for a best approach to providing these services moving forward whether supported by individual Cities or in a regionally funded support model.

Proposed Approach

As the County/Cities face challenges with existing solid waste services, the collective group seeks to evaluate these services to gain visibility into opportunities for improvement with regard to service manageability (both service quality and cost control) or consideration of transition from outsourced environments to regionalized in-house services. The Cities have wisely chosen to be proactive in consideration of executing a comprehensive evaluation model for potentially bringing these services inhouse and leveraging the regional group of Cities.

DavenportLawrence will provide Professional Project Management and Subject Matter Experts to evaluate all relevant operational, functional, technical and financial factors that are involved in providing solid waste collection and disposal services to the citizens. Our team will research and identify services,

service levels, frequencies, and methodologies utilized within the existing outsourced service agreements for each City. This will result in an initial Modeling for internalizing solid waste services and gap analysis of the current service levels and relative assets required to fulfill this interest for the region. This solution will consider the interest in consolidating these services among the respective Municipalities/County with a goal of effective cost savings, leverage of resources and ultimately improved and manageable services within the consortium.

Our work will result in actionable recommendations for strategic planning around these services moving forward. These recommendations will be driven by data collected from multiple sources, including the Cities employees, vendors, City Peers and in-person field work to build a clear, understanding of solid waste operations.

The following general methodology will be taken for this project:

- Define overall approach with collective group
 - Review the approach, agree to next steps, fund initial phases of engagement
- Assess each Cities' current operations, assets, capabilities & expectations
 - Current contract review (terms, etc.)
 - Current service point & service levels
 - Staffing available
 - Technology available
 - Fleet/infrastructure available
- Confirm findings with each Municipality
 - Review findings
 - Update as needed
- Cross functional review
 - Summarize findings as it relates to the group of Municipalities
 - Execute cross functional review (like services, opportunities, issues, etc.)
- Benchmark like organizations (Regional Authorities, etc.)
 - Benchmark X target organizations
 - Similar authorities
 - Municipalities/Counties serviced by a single provider under a shared contract with group beneficial SLA's
- Develop to-be solution footprint with cross functional City & County leads
 - Future solution suggestions
 - Approach for transformation
- Review and approve with Municipal & County leadership
- Review & approve with Municipal & County board members
- Transition to new organization

Detailed Project Approach

An appropriately effective project lifecycle that meets the Cities goals in a best-cost, low-risk fashion would require (3) project phases to perform a comprehensive comparative analysis (to be done for each participating City). Our approach will take into account the results of each phase in respect to our team's completion of the subsequent phase(s). The goal being to ensure the Cities' investments result in information to support making recommendations in services approach through a focused phased effort considering all entities. The team will perform the below tasks with each respective Municipality & the County.

Phase I: Will consist of a high-level assessment of the current state in respect to financials (cost), services rendered (scope of services provided in relation to needs), any existing solid waste related assets owned by the County / City and quality of services currently being provided:

1. Meet with Staff and other stakeholders to identify the strengths and weaknesses of the current solid waste collection and disposal systems:
 - a. Service quality
 - b. Reporting capabilities
 - c. Typical challenges/issues, etc.
2. Review existing Collections agreements:
 - a. Residential and City accounts (commercial) weekly trash collection
 - b. Residential Recycling
 - c. Residential Yard Waste
3. Review Ordinances, Budgets, Personnel Policies and public facilities as relates to solid waste collection and disposal program(s):
 - a. City Ordinances impacting solid waste collections & expectations
 - b. Influence on delivery quality/expectations
4. Review existing Disposal agreements as relates to City:
 - a. Solid Waste Disposal (MSW)
 - b. Recycling Processing and Disposal
 - c. Yard Waste processing and Disposal
 - d. SLA's influencing services
 - e. Etc.
5. Review Collection Route Information & Services (Cities)
6. Review Commercial Collection Programs (Dumpsters and Roll-off / Compactors)
7. Draft an Evaluation of Discoveries and present to Stakeholders

Phase II: Evaluation discoveries and projected results discussions/confirmation with City/County Stakeholders validating assessment data (anticipated to be executed with Cross Organizational team members):

1. Evaluate the Cities’/County’s current customer services/billing operational capacity
 - a. Evaluate the Cities utility billing
 - b. Assess the Cities ability to support billing and customer services requirements
 - c. Assess the Cities ability to support work order management needs for Solid Waste
2. Evaluate City/County Assets
 - a. Determine if any assets convey with a transition in service provider
 - b. Evaluate general condition of these assets and usability
3. Benchmark required Solid Waste resource’s ability to meet service levels needs
 - a. Vehicle assets
 - b. City personnel capacity
 - c. Fleet management needs
 - d. Operations support needs
 - e. Gaps in required assets/resources needed vs assets/resources to be conveyed in a transition
4. Invoices Review (12-24 months based on billing patterns):
 - a. Collection and Disposal evaluation
 - b. CPI and Fuel
 - c. Other cost transactions provided by vendor(s)
5. Initial evaluation of consolidation of services within region
 - a. Service overlap possibility
 - b. Fleet consideration
 - c. Central points of service
 - d. Etc.
6. Facilitate a Strength, Weaknesses, Opportunity and Threats (SWOT) Analysis for Solid Waste Collection and Disposal Services Options
 - a. Draft results of SWOT findings-based Staff and Stakeholders feedback
7. Discuss and confirm findings identified during “Discovery” with Staff and other stakeholders:
 - a. Address any outstanding questions/data based on discovery findings
 - b. Review findings and confirm details with Stakeholders
 - c. Make adjustments to findings based on Stakeholder feedback
8. Draft evaluation discoveries resulting from confirmation (Staff Approval):
 - a. Create draft findings deliverable supporting Assessment & Discovery details
 - b. Review with appropriate leadership for additional feedback

Phase III: Insourcing Solid Waste Collection Services Deliverable and Presentation (anticipated to be executed with Cross Organizational team members):

This phase is conducted to complete the detailed assessment of an in-house services approach vs the existing outsource services in addition to the possibility of consolidation of services in the current models. The results supporting the ability for Cities respective stakeholders to make recommendation of a future services approach.

1. Draft Insourcing of Solid Waste Collection Services including details gathered from “Discovery”:
 - a. Complete Insourcing of Solid Waste Services deliverable
 - b. Develop pros/cons of Inhouse vs Outsourced services
 - c. Review with Stakeholders and Leadership
2. Support final evaluation of “Insourcing Solid Waste Collection Services” with City/County Stakeholders:
 - a. Provide support to leadership team addressing “Insourcing” evaluation questions
 - b. Support final evaluation of various elements of “Insourcing Solid Waste Collection Programs” – Collection Trucks, Maintenance Functions, Fueling Sites, Disposal and Processing facilities.
 - c. Update deliverables based on Leadership feedback
 - d. Finalize Insourcing Solid Waste Collection evaluation
3. Present findings to City/County Leadership:
 - a. Generate presentation materials
 - b. Present findings to County/City leadership
 - c. Address follow up questions with County/City Leadership

Approach Summary

DavenportLawrence Subject Matter Experts and Analysts will meet with the County/Cities staff and other Stakeholders to comprehensively review, identify and document all services provided by the current service provider(s). Our team will work with County/City staff to comprehensively review all existing service levels and existing assets utilized by the service provider to provide solid waste services. We will identify the specific assets and associated costs required to provide solid waste collection services for the County/Cities; this would include reasonable spare inventory assets and determining what assets would be transferred from the current provider to the City. We will identify and define the specific level of personnel required to perform the collection services, as well as the supportive personnel required across other City departments, and the associated costs. Our Subject Matter Expert will evaluate the existing waste agreements with existing vendors and the County and local ordinances as needed to ensure appropriate operational cost factors are considered.

Our team will analyze gathered data and perform field investigation of routes, assets and facilities as needed to build a documented assessment of Current state of County/City solid waste services. Our SME will then engage with the various City Finance and Budget staff feedback to build a defined baseline Financial Model for these services were they to be brought inhouse against industry benchmarks and

information gathered from like Organizations as well respective vendors (equipment, etc.). Our team will execute appropriate Peer benchmarks.

Our team will develop a final deliverable detailing this information of current state to support the Cities' ability to make decisions on the "Future State". Our team will make updates to this deliverable based on feedback from the Cities' Stakeholders and present these findings to the City Board with City Leadership.

The data required to effectively perform this work will come from multiple sources, including organizations external to the City. In understanding the sense of urgency in performing this work, DavenportLawrence will engage City resources as needed to drive the necessary data gathering from these sources including the current service provider and the County. Our team will communicate with and engage key stakeholders proactively on a consistent basis to ensure that the Cities' goals are met.

Qualification Examples

Town of Cornelius - Based on existing service provided and customer service challenges, The Town of Cornelius North Carolina considered transitioning from an Outsourced Waste Collections service model to an Insources model. DavenportLawrence was engaged to develop a detailed evaluation of this possibility. During the engagement, the DavenportLawrence team developed a detailed evaluation model considering needs associated with People (operations, billing, customer service), Process (services provided current and process to deliver these services, Assets (Carts, Fleet, Facilities, etc.), Policy (policies and ordinances in place defining service expectations) and Technology (technology utilized to meet these expectations). Resulting from this detailed evaluation, the Town was able to make the best fit decision for future service delivery.

Town of Mint Hill – The Town of Mint Hill North Carolina was in transition from a local Waste Collection service provider to a larger regional service provider (through acquisition of services) and working through contract terms and service levels within this transition. DavenportLawrence was engaged to evaluate service conditions and support the negotiation of the future service levels and contract terms. The result of this effort was the Town's ability to position for higher service level receipt while addressing a number of gaps in the services accountability terms.

City of Fayetteville (team member David Harvell) – Based on existing challenges, The City of Fayetteville North Carolina was considering transitioning from an Inhouse Waste Collections service model to an Outsourced model. David Harvell's' team was engaged to support this evaluation. David's team developed a detailed evaluation model considering People (operations, billing, customer service), Process (services provided current and process to deliver these services, Assets (Carts, Fleet, Facilities, etc.), Policy (policies and ordinances in place defining service expectations) and Technology (technology utilized to meet these expectations). Resulting from this detailed evaluation, the City was able to make the best fit decision for future service delivery.

Town of Southern Pines - The Town of Southern Pines North Carolina has engaged DavenportLawrence to assess the feasibility of transitioning from an Outsourced Waste Collections service model to an Insources model. DavenportLawrence is engaged to develop a detailed evaluation of this possibility with

supporting details to drive ultimate direction. The DavenportLawrence team has developed a detailed evaluation model considering needs associated with People (operations, billing, customer service), Process (services provided current and process to deliver these services, Assets (Carts, Fleet, Facilities, etc.), Policy (policies and ordinances in place defining service expectations) and Technology (technology utilized to meet these expectations). Resulting from this detailed evaluation, the Town will have the tools necessary to make the best decisions in moving forward with future service delivery.

Project Fee Schedule

The following fee schedule was developed with the understanding of the needs and interest in evaluating the “As-is” environment by executing an initial assessment/scoping effort with final phasing of outsourcing services to be developed as result of understanding gained during the assessment.

Solid Waste Insource/Outsource Evaluation Fee Summary – Assessment Phases		
Task	Task Description	Professional Fees
Project Initiation		
1	Gather benchmark data	\$5,000.00
2	Engage team	
3	Schedule initial project activities	
Phase I - Assessment		
1	Meet with staff and assess current services	\$20,000.00
2	Review existing agreements	
3	Review code of ordinances, budgets, public facilities and policies for collection & disposal programs	
4	Review disposal agreements	
5	Review reconciliation route information & services	
6	Review "commercial" solid waste collection practices	
7	Draft evaluation of Assessment/Discoveries and present to stakeholders	
8	Deliverable evaluation of “Insourcing vs current state” with City/County Stakeholders	
9	Present and discuss findings with City/County leadership	
Phase Totals		\$25,000.00
Travel Expenses: The Cities’/County will reimburse the CONTRACTOR for reasonable travel expenses related to the performance of the onsite work and field work necessary to conduct appropriate data gathering and solution discussion for the project.		

Phase II & Phase III: Phase II & Phase III work efforts will be developed from information gathered from the initial work activities. This approach will support the team’s ability to have clarity in needs and capabilities required to meet the group’s expectations.

Solid Waste Insource/Outsource Evaluation Fee Summary – Phase II & Phase III		
Task	Task Description	Professional Fees
Phase II – Evaluating of Discoveries		
1	Evaluate current customer services/billing operational capacity	TBD
2	Evaluate City/County Assets	
3	Benchmark required Solid Waste Resources Ability to Meet Solution Needs	
4	Invoices Review (12-24 months based on billing patterns)	
5	Initial evaluation of consolidation of services within region	
6	Facilitate a Strength, Weaknesses, Opportunity and Threats (SWOT)	
7	Discuss and confirm findings identified during “Discovery” with Staff and other stakeholders	
8	Draft evaluation discoveries resulting from confirmation (Staff Approval):	
Phase III – Final Solution Development & Presentation		
1	Draft Insourcing of Solid Waste Collections Solution	TBD
2	Support Final Evaluation of Approach	
3	Present Findings to City/County Leadership	
Phase II & III Project Totals		TBD
Travel Expenses: The Cities/County will reimburse the CONTRACTOR for reasonable travel expenses related to the performance of the onsite work and field work necessary to conduct appropriate data gathering and solution discussion for the project.		

Summary

The unique and diverse experience of DavenportLawrence enables the use of a systematic approach to problem solving and provides the opportunity for organizations to engage in a customized and complex process of operational assessment and recommendations that fit the culture, competencies, finances, and expectations for each unit of local government. It is the balance of public and private experiences that allow DavenportLawrence to conduct efficient and effective solutions projects that are scalable and deployable by the client. With the appropriate focus on effective cost and operational models, The Cities and County will benefit from from assesstment initiatives that provide the ability to increase efficiency, effectiveness, customer service and ultimately the long term financial condition of these services.

Overarching Goals of Solid Waste Services Assessment Project

- *Document and understand the solid waste services provided to each respective City currently*
- *Evaluate the needs, costs, and risks involved in undertaking inhouse solid waste services*
- *Understand the operational, physical and technology requirements for supporting solid waste services internally vs outsourcing*
- *Provide deliverable to enable data-driven strategic decisions for these services*
- *Support City Stakeholders in making recommendations for approach of future services (Inhouse vs Outsource)*

Appendix A: Assumptions

- A. Term. The Term of this Agreement shall be for the number of weeks required for Cities/County to remit the final Fee payment to CONTRACTOR.
- B. Schedule. The project start target will be mid-May 2023 with a goal of completing initial assessment in early mid-August of 2023 to begin with data gathering with a projected onsite Kick-Off meeting and interviews. The project resources will work at the respective organization's facilities.
- C. Responsibility. The Cities/COUNTY will appoint a Project Representative who will serve as the primary point of contact for CONTRACTOR. They will assist in organizing the participation of departmental staff, gaining access to management, staff and stakeholders as needed and generally help to facilitate the operational planning process and the achievement of outcomes for the project as a whole.
- D. Participation of Team. The quality of the deliverables is directly related to the engagement of stakeholders participating in the effort. The CITIES/COUNTY will take a proactive role in actively participating in the various interviews, meetings, and project checkpoint reviews as necessary. If scheduling interviews with key employees proves challenging or is delayed, then the project target dates may require adjustment to provide adequate time for analysis.
- E. Decision-Making. The CITIES/COUNTY will provide a timely decision-making, issue resolution and escalation process to prevent delays in the Project's progress and deliverables.
- F. Work Environment. Over the course of the project, the CITIES/COUNTY will provide adequate working facilities, equipment, and tools, such as work areas, telephones, photocopiers, fax machines, and Internet access for the CONTRACTOR team members when onsite.
- G. Scope Assessment. The initial Assessment work is costed in this proposal informed by extensive experience in performing like work; results from the completion of the initial assessment will provide the information required to finalize the scope of the remaining phases of the project.
- H. Scope Ongoing. In the instance the Scope of Services needs to be modified (within a Phase), DavenportLawrence and City/County Leadership will review changes for impacts on Schedule and/or Cost. If either are materially impacted. If modifications are required, DavenportLawrence will develop a Project Change Request "PCR" to be approved by City Leadership to address these changes.

Appendix B: Personnel and Qualifications

David Harvell: Director Utility Services, DavenportLawrence

David joins DavenportLawrence following a successful career in local government management in North Carolina, Kentucky and Florida. He is a graduate of Mid-Continent University with a Master of Science in Business Management. During his career, David held the position of a mid-western Regional Manager four (4) States for a large solid waste management company.

He has been active in the solid waste management field as an adviser to government and industry for over 25 years, specializing in local government's strategic guidance and infrastructure and services development.

He has managed the preparation of many comprehensive solid waste management project over this tenure such as:

- Feasibility studies
- Market & economic studies
- Privatization evaluations
- Due-diligence investigations
- Life-cycle cost and independent feasibility studies
- Technology reviews (collection routes)
- Contractor procurements
- Contracts development and negotiations
- Completed deliverables supporting evaluation of project financing activities for a broad range of solid waste services
- Served as key advisor (private and public sectors) for several solid waste management collection, recycling and disposal systems.

These experiences resulting in measurable, sustainable and efficiently integrated solid waste management systems accepted by the local governments and its leadership

David has also been instrumental in developing multiple Request for Information (RFI) and Request for Proposals (RFP) for multiple local governments in North Carolina (City of Fayetteville, Town of Cornelius, Town of Mint Hill, Pine Knoll Shores, Carteret County – Waste Removal NC, City of Havelock, Town of Atlantic Beach and Town of Swansboro, Town of Southern Pines). He has developed the contract negotiating strategies, and prepared and negotiated service contracts for municipalities during these efforts. In addition, David has extensive direct working knowledge, contacts and experience with the private sector solid waste services providers. This private sector experience provides a specific set of skills and perspective to guide this critical private – public partnership operational and financial analysis.

Education

- Master of Science (MS) Business Management

Certifications (non-active)

- SWANA Certification: Managing Integrated Solid Waste Management Systems (2019)
- SWANA Certification: Manager of Landfill Operations (MOLA) (2019)
- International City Managers Association – Credentialed Manager (ICMA-CM) (2020)

Jeff Davenport: Managing Director, DavenportLawrence

Jeff Davenport brings relevant private sector experience in supporting the design and deployment of shared services and consolidation efforts in technology and business process. These experiences include delivery of services to 100's local governments, private sector organizations and Public Sector school systems. Acting as project director for Siemens North America in consolidation of Siemens' North American purchasing organization throughout all North American entities, and acting as a project manager for Conde' Nast's back-office consolidation for operations, consolidation of IT functions and software with CDW, supporting Statewide solutioning for the NC School System. These projects are required assessment of current needs, establishing requirements for services being considered, identification of future consolidated organization based on personnel experience and background, evaluation of capital and technology assets in each organization, and organizational change management solutions during transformation. Mr. Davenport's deep experience from a private sector perspective offers unique insight to project and process management for public organizations.

Applicable solution delivery:

- Shared services evaluation & implementation
- Insource/outsource solution evaluations
- Field operations design & deployment
- Billing/customer service solution assessment and delivery
- Contracts development and negotiations
- Organizational change management support
- Software solution assessment, design and deployment

Education

- BS Industrial Engineering NCSU

Certifications

- Project Leadership PriceWaterhouseCoopers
- Project Management Accenture

Elizabeth Somerindyke: Manager, DavenportLawrence

Elizabeth has over 27 years of diverse experience in accounting, finance, and audit in the local government sector.

As the Director of Internal Audit for the City of Fayetteville, she developed and implemented an effective internal audit function that provided independent and objective consulting services until retiring in February 2022. During her seven years as Director of Internal Audit, she managed performance and compliance audits which achieved improved processes and realized on-going cost savings and recoveries.

- WEX fuel card program – identified potential cost recovery of \$900k in excise fuel tax with ongoing cost savings of over \$200k annually.
- Solid waste fee evaluation – compliance with ordinances to ensure revenue adequately supported the enterprise function.
- Wireless communication usage – identified cellular service plans were underutilized that with improved oversight could provide potential on-going cost savings of over \$100k annually.
- Fleet management contract compliance – identified through statistical sampling and extrapolation identified overpayment of fleet costs totaling over \$700k.

Before assuming the role as Director of Internal Audit, she served as the City's Internal Auditor working within the Finance Department for twelve years. Although she had the title of Internal Auditor, she was responsible to ensure compliance with over \$30M in Federal and State grant funds, financial reporting and managed the annual audit, to include the preparation of the Comprehensive Annual Financial Report.

Her initial role with the City of Fayetteville was Deputy Tax Collector where she was responsible to enforce the collection of City revenues along with continuously monitoring and reviewing the efficiency of procedures to identify improvement opportunities.

- Researched and initiated new procedures and fee schedules for privilege license tax which increased annual revenues from \$200k to over \$1M.

Education

- Campbell University with a bachelor's degree in business administration, concentration in accounting

Certifications

- Municipal Administration course from the Institute of Government at the UNC Chapel Hill

Chris Goodwin: General Technologist, DavenportLawrence

Chris is a General Technologist with 35 years of professional technical experience across a broad variety of public and private sector clients, and has provided DavenportLawrence's technologies management and guidance for almost 15 years and dozens of public sector clients supporting services such as Solid Waste.

Chris's expertise is in aligning people, process, and technology, with a specialization in field operations like sanitation, public services, and public safety. As part of DavenportLawrence's public sector teams he has directly evaluated, guided, and supported technology improvement for multiple municipal and county organizations with internal and/or contracted sanitation services. Chris directly supports David's team in their work with sanitation and fleet management.

Applicable solution delivery:

- Shared services evaluation & implementation
- Field & fleet operations design & deployment
- Internal & external help desk / customer service solution assessment and delivery
- Contracts development and negotiations
- Software solution assessment, design, and deployment
- Hardware solution assessment, design, and deployment
- 35 years of experience in mobile electronics, communications, and data implementation and support
 - Implemented the very first cellular modems for Mecklenburg County / CMPD as technical lead for Bell Atlantic / NYNEX retail
- 25 years of network & server architecture and technical services experience
 - Multiple Fortune 1000 orgs, dozens of SMBs
- 20 years of experience in implementing data and voice services over cellular & wireless networks at municipal scale or larger
 - Service manager for a Wireless ISP covering 3 counties
- 15 years serving public sector clients
 - NC, SC, FL
 - Municipalities, Counties, & School Districts
- 10 years of geo services/asset services design and deployment experience
 - 10+ years of GPS/geofencing hardware and software support
 - 10 years' experience in supporting GIS operations and field usage
- 5+ years of direct experience in evaluating technologies applied to effective sanitation services management
 - Developed a data-driven approach to validate hauler charges against tax parcel, permitting, and GIS data, preventing overcharges and ensuring improved customer service accuracy

MEETING MINUTES

Date: March 17, 2023

Time: 12:30 PM

Meeting called to order by: Hall Burch, Public Works Director City of Villa Rica

IN ATTENDANCE

Tom Barber, City Manager-City of Villa Rica
Sarah Andrews, Deputy City Manager-City of Villa Rica
Gil McDougal, Mayor-City of Villa Rica
Hal Burch, Public Works Director-City of Villa Rica
Michael Johnson, Mayor-City of Temple
Bill Osborne, City Manager-City of Temple
Lisa Jacobson, Assistant City Manager-City of Temple
Jim Chaffin, Mayor-City of Bowdon
Gary Bullock, City Manager-City of Bowdon
Allison Kennedy, Fairfield Plantation

MEETING

Hal welcomed everyone to the meeting at the Gypsy Rabbit Restaurant in Temple Ga.

All in attendance introduced their selves.

Hal passed out and reviewed the agenda.

Review of current situations

1. Fairfield Plantation: 1937 Households 1200 approximate curbside services
GFL withdrew service leaving Fairfield Plantation to contract with B Green Services out of Mableton, GA at a cost of 21.33 a cart per month with a delivery fee of \$30. Backdoor service at a charge of \$38.00 a cart per month with a delivery fee of \$30. The companies smaller size limits their ability to service on the preferred frequency of one day and will service Tuesdays & Wednesdays.
2. City of Temple: 2011 Households 1961 approximate curbside services.
GFL met with Temple to discuss their intention to either withdraw services or impose a rate increase the first year to \$16.00 (a cost to the citizen of 16.64) a cart per month the first year then to \$19.00 (a cost to the citizen of 19.76) the second year. Temple voted to accept the first year's increase to give them time to explore other potential options for year 2 and subsequent years.

3. City of Bowden 1126 Households
Mayor & Counsel became aware of GFL's intention to withdraw services November 14th, 2022 requiring the city to acquire bids for service by November 29, 2022. Two Hauling companies bid & a company was chosen on February 13, 2023 at \$24.00/ home which was a charge to the consumer of \$26.50 per month per cart.
4. City of Villa Rica: 6230 Households 6113 curbside services
While we are currently only experiencing some service issues, we realize a similar situation to what you have all experienced is inevitable.
5. City of Mt Zion: 1894 Households 700 Curbside services
Mt. Zion fired GFL for service & contracted with Secure Sanitation out of Douglasville for \$20.00 per household.

ANNOUNCEMENT OF WHY WE ARE GATHERED TOGETHER

- a. We are assembled together today because of either service-related issue, abandonment of services, or exorbitant price increases by our municipal waste collectors. The city of Villa Rica has reached out to each of you in hopes that we can discuss potential solutions as service options in our respective areas seem to be a challenge. It seems with there being a drought of service providers we are left choosing from a shallow pool of companies subjecting our citizens to substandard service, poorly maintained equipment, littering, staining our streets, & polluting our waterways.

EXAMPLES OF OPTIONS

- a. Form a solid waste authority (Carroll County Solid Waste Authority)
 1. This authority already exists & we can from what I understand, reinstitute this anytime we would desire.
 2. This could be managed collectively or with a third party.
- b. Get into the Garbage business ourselves.
 1. Trash trucks
 2. Transfer station (Carroll County)
 3. Landfill
 4. Etc.
- c. Find a way to attract a new player into the market.
 1. Ryland Waste
 2. Coastal Waste
 3. Casella Waste

- d. I have spoken with Karen Handel from Carroll Tomorrow, and she has offered her assistance in any way she and her department can be of help.

ROUND TABLE DISCUSSION

Discussion shared by the group - Concerns/Questions

- Type of service options for this group, residential and/or commercial
- What is the City of Carrollton thoughts on waste pick up. Should meet with the City Carrollton
- Why is the Carrollton landfill closed
- Fairfield Plantation does not bill and collect
- Does the City of Roopville and Whitesburg have residential trash pick up or is convenience centers used
- This group does not recycle waste pick up
- Meet with Carroll County Commissioners
- Form a solid waste authority (Carroll County Solid Waste Authority)

The group concluded there is a lot of homework to be done.

Send suggestions to Hal and Tom.

The group will meet again in a few months.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Cowans Lake Pump Station Improvements – Change Order #1

AGENDA DATE: May 9, 2023

DATE PREPARED: April 21, 2023

PREPARED BY: John Bain

AMOUNT: \$ 56,000.00

GL ACCOUNT #: 505-4420-541210

FUNDING SOURCE: Water and Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Grizzard & Associates for the Cowans Lake Pump Station Improvements Change Order – Provision of 3-phase power to pump station.

BACKGROUND: City Council had previously engaged with Grizzard and Associates for the improvements to Cowans Lake pump station, to include installing a platform and raising the station control panel. Staff has since identified the need to scour the force main and potentially install larger pumps as demand increases. This can be achieved by increasing the power supply to the station. Carter & Sloope and Grizzard and Associates investigated options for installing three-phase power. Multiple options were discussed, with the lowest cost option being the installation of a rotary phase converter at the transformer, which eliminates the need to replace wiring from the transformer to the station.

Option	Cost
Carroll EMC to install 3-phase power from nearest source – Approximate cost	> \$ 125,000
Convert to 3-Phase power at panel – requires increased cable sizing	\$ 87,000
Install rotary converter at Carroll EMC transformer	\$ 56,000

STAFF RECOMMENDATION: Upon review of the options to provide three-phase power to the pump station, staff recommends the proposed change order, to include the installation of the rotary phase converter, at a cost of \$56,000.00.

IMPACT: The addition of three-phase power will allow both pumps to operate simultaneously, larger pumps be installed when required, and eliminates the need for phase inverter operation in the panel.

MOTION: I move to approve the Mayor to authorize change order #1 with Grizzard and Associates for the Cowan Lake Pump Station Improvements, at a cost of \$ 56,000.00.

CONTRACT CHANGE ORDER

CONTRACT FOR: Cowan's Lake Raw Water Pump Station Improvements				PROJECT NO.:	V8150.008
OWNER: City of Villa Rica				ORDER NO.:	1
TO:	Grizzard & Associates, Inc.			DATE:	04/24/23
	2967 Mt. Pleasant Road			STATE:	Georgia
	Villa Rica, GA 30217			COUNTY:	Carroll

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	DECREASE in Contract Price	INCREASE in Contract Price
1	Installing rotary phase converter	1	LS	\$ 56,000.00		\$ 56,000.00
	NET CHANGE IN CONTRACT PRICE					\$ 56,000.00
	TOTAL CHANGE IN CONTRACT PRICE				\$	56,000.00

Justification: This will allow the City to operate both pumps so that they can withdraw the full 0.5 MGD permitted withdrawal from Cowan's Lake

65.12% Increase

The amount of the contract prior to this change order:

Eighty Six Thousand Dollars and No Cents-----
(\$86,000.00)

The amount of the contract will increase by the sum of

Fifty Six Thousand Dollars and No Cents-----
(\$56,000.00)

The contract total including this and previous change orders will be:

One Hundred Forty Two Thousand Dollars and No Cents-----
(\$142,000.00)

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended:

Brian Caffrey
Carter & Sloope, Inc.

4/27/23
(Date)

Accepted:

City of Villa Rica

(Date)

Accepted:

Grizzard & Associates, Inc.

4-28-2023
(Date)

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd.

Franklin, GA 30217

(706)302-1576

April 22, 2023

PROPOSAL:

Additional scope for the **Cowan Lake Raw Water Pump Station Improvements.**

Which includes the addition of an American Rotary Phase Converter AI-60 and all associated system changes identified on Carter & Sloope/EDEC drawing E-004 with the following minor exceptions:

Panels and enclosures in the transformer area shall be NEMA 3R.

Lighting may be bolted to the aluminum platform as opposed to field welding.

Terminal box racks may be concreted into the ground as opposed to pedestals.

Full concrete slab under the aluminum platform and protection bollards on both north corners of the platform assembly at no additional charge.

Total increase to original price: \$56,000.00



Timothy C. Grizzard, P.E.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Dam Repair Development Report
AGENDA DATE:	May 9, 2023
DATE PREPARED:	May 3, 2023
PREPARED BY:	John Bain
AMOUNT:	\$ 16,300.00
GL ACCOUNT #:	505-4420-541210
FUNDING SOURCE:	Water / Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: To engage with Carter Engineering for engineering services in designing the repairs to the Cowans Lake and Paradise Lake dams.

BACKGROUND: Carter Engineering performed an inspection of the dams on the water system supply lakes, to include Cowans Lake, Lake Paradise, and Lake Fashion. The inspection identified deficiencies on Cowans Lake and Lake Paradise, including slope failures, significant seepage through the dams, scouring of the outfall grading, and inadequate drain systems.

This proposal is to request Carter Engineering to design the necessary remediation to both dams. The deliverables include construction drawings and specifications, and a preliminary construction of bill materials. Staff could then provide contractors the report to obtain bids for the repairs with detailed plans the specifics of the work required.

STAFF RECOMMENDATION: Staff recommends engaging with Carter Engineering to develop a repair report for the remediation of the dams on Cowans Lake and Lake Paradise, at a cost of \$16,300.00.

IMPACT: The goal of this project is to provide long-term protection of the dams in the City's water supply system.

MOTION: I move to approve the Mayor engage with Carter Engineering for services necessary to design the Dam Repair Development Report, at a cost of \$16,300.00.



April 28, 2023

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

RE: Lake Paradise and
Muse Lake
Villa Rica, GA

Carter Engineering Consultants, Inc. (CEC) appreciates the opportunity to submit this proposal to the City of Villa Rica (Client) for providing civil engineering services associated with the subject lakes in Carroll County, Georgia. Our understanding of the Scope of Services is outlined below:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>UNIT</u>
A.	EXISTING CONDITIONS SURVEY:	\$ 2,800.00	Lump Sum
B.	LAKE PARADISE REMEDIATION DESIGN PACKAGE:	\$ 6,000.00	Lump Sum
	CEC will complete the remediation design and provide the following information based on the deficiencies discovered during the site inspection.		
	Includes the following:		
	1. Development of the construction drawings and construction specifications; and 2. Preliminary construction of bill materials		
C.	MUSE LAKE REMEDIATION DESIGN PACKAGE:	\$ 7,500.00	Lump Sum
	CEC will complete the remediation design and provide the following information based on the deficiencies discovered during the site inspection.		
	Includes the following:		
	1. Development of the construction drawings and construction specifications; and 2. Preliminary construction of bill materials		

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>UNIT</u>
D.	PERMITTING THROUGH CITY AND/OR COUNTY:	Hourly	Hourly

CEC will apply for those permits and approvals typically required by law for similar projects. The permitting assistance consists of completing and submitting forms, applications and plans as to the results of certain work included in the scope of services.

Permitting fees are the responsibility of the Client.

Payment Terms:

Payment is expected within 30 days of receipt of invoice unless a payment schedule is reached between the Client and CEC prior to contract execution.

Proposal Notes:

1. Scope of work does not include field-run surveying or private utility locating services. CEC offers these services and, if requested, an additional proposal may be provided.
2. Proposal excludes environmental and geotechnical assessments, as well as soils analyses, which may be required to complete the project.
3. Scope of work excludes lab and construction materials testing.
4. Proposal does not include structural design.
5. Work requested by the Client outside the scope of these services, or plan revisions requested after the City/County submittal, shall be considered an additional service. Work related to additional services will only be performed with a written authorization by the Client.
6. Reimbursables (FedEx, prints, mileage, etc.) will be billed as necessary.
7. This proposal is valid for six (6) months.
8. By signing below, the Client states that he or she has read and understood Attachment A – Standard Terms and Conditions for Professional and Technical Services.

CARTER ENGINEERING CONSULTANTS, INC.

CLIENT ACCEPTANCE:

By: 

J. Brian Kimsey
Partner

By: _____
Title: _____

Date: April 28, 2023

Date: _____

ACCOUNTS PAYABLE INFORMATION

Invoicing Entity: _____

Contact: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

2023 HOURLY BILLING RATES

ENGINEERING AND SURVEYING SERVICES

Partner	\$ 230.00
Senior Engineer	\$ 215.00
Project Manager	\$ 195.00
Project Engineer III	\$ 175.00
Project Engineer II	\$ 165.00
Project Engineer I	\$ 150.00
Design Engineer III	\$ 140.00
Design Engineer II	\$ 135.00
Design Engineer I	\$ 125.00
Senior Landscape Architect	\$ 170.00
Landscape Architect III	\$ 135.00
Landscape Architect II	\$ 125.00
Landscape Architect I	\$ 110.00
Technician III	\$ 110.00
Technician II	\$ 105.00
Technician I	\$ 95.00
GIS Specialist	\$ 125.00
Permitting Coordinator	\$ 125.00
Administrative Assistant	\$ 90.00
Registered Land Surveyor	\$ 170.00
1-Man Survey Field Crew (Robot)	\$ 150.00
2-Man Survey Field Crew	\$ 165.00
3-Man Survey Field Crew	\$ 190.00
Expert Witness Testimony	\$ 325.00

TRAVEL, REIMBURSABLES, OVERTIME

Mileage, per mile	\$ 0.56
Per Diem, where applicable	\$ 95.00
Travel Expenses: actual cost plus 5%	
Reimbursable Expenses: actual cost plus 15%	

Carter Engineering reserves the right to adjust the hourly billing rates on a yearly basis. Rates will be reviewed in January of each year and new rates will be applied on the January bills for each project.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. SCOPE OF SERVICES: Carter Engineering Consultants, Inc. (CEC) will provide professional and technical services for the PROJECT in accordance with these Standard Terms and Conditions for Professional and Technical Services which together with the authorized Scope of Services and Budget for the PROJECT constitutes the Agreement between the CLIENT and CEC.

ARTICLE 2. CHANGES: The CLIENT and CEC may make additions or deletions to the Scope of Services by mutual WRITTEN agreement ONLY. These Standard Terms and Conditions for Professional and Technical Services, with appropriate changes in CEC'S compensation and project schedule, shall apply to all additions and deletions.

ARTICLE 3: CLIENT'S RESPONSIBILITIES: The CLIENT shall:

- 3.1 Provide all criteria and full information as to the requirements of the PROJECT including design, construction, or other objectives, standards or constraints which the CLIENT will require to be used.
- 3.2 Provide all available information pertinent to the PROJECT including previous reports and all data relative to design or construction to the PROJECT. Unless otherwise noted, CEC may rely on such information.
- 3.3 Provide all rights of access to the property or to enter upon public and private lands as required for CEC to perform its services under this agreement.
- 3.4 Examine all studies, reports, sketches, cost estimates, specifications, drawings, proposals and other documents presented by CEC to the CLIENT, and promptly render any required decisions pertaining thereto.
- 3.5 Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement and identify their limits of authority.
- 3.6 Limited Liability: To the maximum extent permitted by law, the CLIENT agrees to limit CEC'S liability for the CLIENT'S damages to the sum of \$ 10,000 or CEC'S fee, whichever is less. This limitation shall apply regardless of the cause of the action or legal theory pled or asserted.
- 3.7 Retain all legal, equitable or economic interest or title to the project site or materials.
- 3.8 Warrant that it has full authority and sufficient funds available to take action contemplated with respect to the PROJECT.
- 3.9 Except for such permits or licenses as are required by CEC to conduct business or as may be expressly agreed by CEC to provide, obtain all permits, licenses or approvals required for the PROJECT.

- 3.10 Provide all available information on buried utilities, structures or piping located within the PROJECT site boundaries unless expressly agreed by CEC to provide. CLIENT will approve exploration or excavation locations to be free of obstacles. CEC shall have no liability for any damages resulting from subsequently encountering such obstacles at an approved location.

ARTICLE 4: PAYMENT: Payment of services rendered by CEC shall be in accordance with the following:

- 4.1 Invoices will be submitted by CEC monthly or at completion of the Scope of Services, whichever is first. Payment shall be made by the CLIENT within thirty (30) days of the date of invoice, unless notified by CLIENT in writing otherwise.
- 4.2 DELINQUENT ACCOUNTS due CEC under this agreement shall be subject to interest of one and one-half percent (1½%) per month commencing thirty (30) days after the date of invoice.
- 4.3 If the CLIENT does not pay the invoice within thirty (30) days of the date of invoice, CEC may suspend its services on the basis of non-performance on the part of the CLIENT.

ARTICLE 5: INSURANCE: CEC shall, during the performance of this Agreement, keep in force the following insurance subject to the conditions and limitations of the policies: (1) Workers Compensation Insurance, including Employers Liability Insurance, for its employees; (2) Comprehensive General Liability Insurance; (3) Comprehensive Automobile Liability Insurance. General Liability Insurance shall include coverage for completed operations and contractual liability under this Agreement. CEC agrees to furnish the CLIENT, upon CLIENT'S request, insurance certificate(s) reflecting CEC'S compliance with the requirements of this Article.

The providing of insurance, as set forth in this Agreement, shall not be construed as CEC'S assumption of any liability arising out of any act or omission of the CLIENT.

If the CLIENT desires CEC to obtain greater limits or additional types of insurance, CEC shall endeavor to obtain such additional insurance for additional compensation.

ARTICLE 6: GENERAL CONSIDERATIONS:

- 6.1 CEC will perform its services in a timely manner, and as defined in the proposal, but it is agreed that CEC cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time the services were authorized.
- 6.2 CEC shall perform its services in accordance with generally accepted engineering and technical practices and standards measured at the time the services are performed and not according to later standards, and makes no other warranty, either expressed or implied, as a part of this Agreement.
- 6.3 All documents, including reports, drawings, or specifications prepared by CEC pursuant to this Agreement, are instruments of service in respect to this PROJECT. They are not intended or represented to be suitable for reuse by the CLIENT or others on extension of the PROJECT or on any other project. Any reuse without written verification or adaption by CEC for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to CEC.

- 6.4 The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in existing facilities where such removal is readily achievable and that new facilities must meet the accessibility and usability requirements of the ADA. The CLIENT acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will therefore be subject to various and possibly contradictory interpretations. CEC will use reasonable professional efforts and judgment to interpret applicable ADA requirements and to advise the CLIENT as to the modifications to CLIENT'S facility that may be required to comply with the ADA. Such interpretations and advice will be based on what is known about ADA interpretations at the time this service is rendered. CEC, however, cannot and does not warrant or guarantee that the CLIENT'S facility will fully comply with interpretations of ADA requirements by regulatory bodies or court decisions.

ARTICLE 7: TERMINATION OF AGREEMENT: This Agreement may be terminated by either party with thirty (30) days written notice to the other party. If this Agreement is terminated, CEC shall be paid within thirty (30) days of the date of the final invoice for time and expenses in accordance with CEC's Hourly Billing Rates then in effect for the extent of services performed by CEC to the date of termination.

ARTICLE 8: SUCCESSOR AND ASSIGNS:

- 8.1 The CLIENT and CEC each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 8.2 Neither the CLIENT nor CEC shall assign, sublet, or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without written consent of the other and except to the extent that the effect of this limitation may be restricted by law. Nothing contained herein shall prevent CEC from employing such consultants or subcontractors as may be necessary.
- 8.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or CEC.

ARTICLE 9: EXTENT OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the CLIENT and CEC and supersedes all prior negotiations, representations, or agreements, either written or oral, for this PROJECT.

ARTICLE 10: GOVERNING LAW: The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of Georgia.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Distribution Isolation Valves
AGENDA DATE: May 9, 2023

DATE PREPARED: April 25, 2023
PREPARED BY: John Bain

AMOUNT: \$ 49,663.57
GL ACCOUNT #: 505-4440-541470
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To purchase Distribution system isolation valves for the repair and replacement of Distribution system components.

BACKGROUND: Staff has identified the need to replaced aged, non-functioning isolation valves within the system. These valves allow staff to isolate sections of the system for main repairs and replacements. Staff had previously performed inspections to better identify the locations the replacement valves would be installed.

Some of the valves needed are from a sole-source vendor, as these valves are used with the HydraStop inserta-valve equipment purchased previously. These valves can be installed while the waterline is still in service.

Staff requested pricing from vendors that supply the material, and received two bids for the standard material. Hayes Pipe Supply was the low bidder on the standardized valves.

Vendor	Description	Inserta-valves	Standard Valves
HydraStop	Inserta-Valves	\$ 22,835.00	
Hayes Pipe Supply	Gate valves, plug valves		\$ 26,828.57
Consolidated Pipe & Supply	Gate valves, plug valves		\$ 33,223.00

STAFF RECOMMENDATION: Staff recommends the purchase of the valves from Hayes Pipe Supply, and the purchase of the inserta-valves from HydraStop, at a total cost of \$ 49,663.57.

IMPACT: The replacement of system valves and the installation of the inserta-valves will allow staff to quickly and efficiently isolate sections of the water distribution system during emergency repairs and routine maintenance.

MOTION: I move to approve the Mayor approve the purchase of distribution valves from Hayes Pipe Supply and HydraStop, in the amount of \$ 49,663.57.



HAYES PIPE SUPPLY, INC.

3450 Novis Pointe Northwest • Acworth, GA 30101
(770) 529-8883 • Fax (770) 529-8923
www.hayespipe.com

QUO # - 75251

PAGE - 1

TO: CITY OF VILLA RICA

CITY OF VILLA RICA

571 W BANKHEAD HWY

VILLA RICA GA

VILLA RICA GA 30180

Plan Date
4/10/2023

Last Revision
NA

BID DATE
4/14/2023

BID TIME
:00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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Due to escalating scrap iron prices being driven by the Russia-Ukraine War, our manufacturers have imposed a scrap iron surcharge/volatility adder. This has heavily impacted prices and availability of DI Pipe. We will be forced to pass along all surcharges/volatility adders. For your convenience, we will include these surcharges/volatility adders in your unit prices effective immediately-March 23, 2022. These manufacturer surcharges/volatility adders are subject to change without notice.

Due to continued supply chain issues and changes within the manufacturer's price protection policies, effective today, March 23, 2022, **all materials are subject to pricing at time of shipment.** Material availability and timeliness of shipments cannot be guaranteed.

These terms supersede all other contractual provisions including buyer's purchase orders.

6	4" DEZURIK FLANGE PLUG VALVE W/ 2" NUT	EA	624.45	3,746.70
5	2IN MATCO THRD NRS CI RW GATE VALVE w/ OP NUT NON-DOMESTIC	EA	156.00	780.00
3	4IN A-USP0-23 MJ O/L GATE VALVE LESS ACC	EA	699.00	2,097.00
2	4IN O/L NRS ALPHA GATE VALVE AFC 2504	EA	860.00	1,720.00
2	4IN 125# FLG O/L GATE VALVE w/HDWL BRZ STEM	EA	708.00	1,416.00
3	6IN O/L NRS ALPHA GATE VALVE AFC 2506	EA	1,090.00	3,270.00
3	6IN CLOW F6100 MJ O/L GATE VALVE LESS ACC	EA	884.45	2,653.35
2	8IN O/L NRS ALPHA GATE VALVE AFC 2508	EA	1,667.00	3,334.00
1	10IN A-USP0-23 MJ O/L GATE VALVE LESS ACC	EA	2,146.85	2,146.85

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
 □ Knoxville, TN • (865) 525-1717
 □ Lexington, KY • (859) 231-8323
 □ Tampa, FL • (813) 241-4040
 □ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
 Acworth, GA • (770) 529-8883 □
 Louisville, KY • (502) 454-8500 □
 Lake Helen, FL • (386) 228-9819 □
 Columbia, SC • (803) 695-4040 □



HAYES PIPE SUPPLY, INC.

QUO # - 75251

PAGE - 2

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
1	10IN O/L NRS ALPHA GATE VALVE AFC 2510	EA	2,506.82	2,506.82
1	12IN O/L NRS ALPHA GATE VALVE AFC 2512	EA	3,157.85	3,157.85
Total For Quoted Items				----- 26,828.57

HAYES PIPE SUPPLY, INC.

BY. _____

Due to current supply chain disruptions, materials are subject to pricing at time of shipment. Material availability and timeliness of shipments cannot be guaranteed. **These terms supersede all other contractual provisions including buyer's purchase orders.**

C O N S O L I D A T E D P I P E A N D S U P P L Y C O . , I N C .
C U S T O M E R Q U O T E

3400 NOVIS POINTE, NW
ACWORTH GA 30101

Quote Nbr: 349862 000
Quote Date: 4/18/2023

Page 1

0023 - PAUL HARRIS
Phone 678-574-7480
Fax 678-574-7486

Job: VALVE QUOTE 4/18/2023

Bid Date: 4/18/2023

320127 - VILLA RICA CITY OF
571 W BANKHEAD HWY
VILLA RICA GA 30180

Good Until: 5/18/2023
To: JASON WADDELL
Email: JWADDELL@VILLARICA.GOV

Qty	Item	Size/Wall/Description	Price	Extended Price
6.0		4" DEZURIK PLUG VLV W/ 2" MJ OP NUT 3 DAYS A.R.O.	799.00 EA	4,794.00
5.0	237532	2 MUL A2362-8 THRD GV OL W/NT STOCK ACWORTH	385.00 EA	1,925.00
3.0	221104	4 MUL A2361-23 MJ GV OL NT L/ACC STOCK NASHVILLE	855.00 EA	2,565.00
2.0	247914	4 MUL A2361-6 FLG GV OL W/HW STOCK NASHVILLE	835.00 EA	1,670.00
2.0		4" GATE VALVE W/ ALPHA 04A2361-70LN 12 WEEKS A.R.O.	1,035.00 EA	2,070.00
3.0		6" GATE VALVE W/ ALPHA 06A2361-70LN 12 WEEKS A.R.O.	1,335.00 EA	4,005.00
3.0	221103	6 MUL A2361-23 MJ GV OL NT L/ACC ATOCK ACWORTH	895.00 EA	2,685.00
2.0		8" GATE VALVE W/ ALPHA 08A2361-70LN 12 WEEKS A.R.O.	2,065.00 EA	4,130.00
1.0	239066	10 MUL A2361-23 DI MJ GV OL L/ACC STOCK NASHVILLE	2,599.00 EA	2,599.00
1.0		10" GATE VALVE W/ ALPHA 10A2361-70LN 12 WEEKS A.R.O.	2,995.00 EA	2,995.00
1.0		12" GATE VALVE W/ ALPHA 12A2361-70LN 12 WEEKS A.R.O.	3,785.00 EA	3,785.00
Total:				33,223.00

C U S T O M E R Q U O T E

Quote Nbr: 349862 000

Quote Date: 4/18/2023

Page 2

Qty	Item	Size/Wall/Description	Price	Extended Price
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PLEASE NOTE LEAD TIMES GIVEN

DUE TO THE VOLATILE NATURE OF THE CURRENT SUPPLY CHAIN, ALL
PRICING IS SUBJECT TO CHANGE AT TIME OF SHIPMENT

Above prices firm for delivery within 30 days provided order
is placed within 10 days. All quantities and materials listed
are our interpretation of the specifications and are not
guaranteed. Material warranties are limited to that of the
manufacturers only. Project quoted as a complete package and
sale subject to credit approval.

ECO-TECH, INC. 156 Hickory Springs
Industrial Drive
Canton, GA 30115



P-770-345-2118
F-770-345-2699

April 24, 2023

TO: City of Villa Rica
ATTN: Jason Waddell
QUOTE #: 20230424CR
PROJECT: Valve RFQ
LOCATION: Villa Rica WWTP
QUOTATION BY: Chip Ruth
PAGE: 1 of 1

We are pleased to offer the following quote:

<u>Quantity</u>	<u>Description</u>
6	4" Flanged DeZURIK style PEC Plug valve, Cast Iron Body, Nickel seat, CI Plug, Chloroprene Plug facing, with 2" Nut & Lever for quarter-turn operation, 4 mils 2-Part Epoxy Coated & Lined \$790.00/ea.

Total Price: \$4,740.00

Add \$300.00/ea. if a Gear & Hand wheel are required

Shipping is included.

Availability: In stock but depends on prior sales

Terms are Net 30



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Water Treatment Plant Basin Repair
AGENDA DATE:	May 9, 2023
DATE PREPARED:	April 21, 2023
PREPARED BY:	Erin Lewis
AMOUNT:	\$ 17,500.00
GL ACCOUNT #:	505-4420-541300
FUNDING SOURCE:	Water and Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: This request is to repair the Water Plant basin and fill the void under the walkway.

BACKGROUND: During recent basin inspections and repairs by Engineered Restorations, a void was discovered under the walkway adjacent to the basin. A concern of staff is that the void will cause the sidewalk to continue to settle and further impact the basin. We engaged with Carter and Sloope to review and obtain the appropriate vendor to make the repairs. We had also used Engineered Restorations previously on basin repairs.

STAFF RECOMMENDATION: Staff recommends that we engage with Engineered Restorations for further basin repair and to fill the void under the walkway, at a cost of \$17,500.00.

IMPACT: The basin repair will protect the basin from further damage and stabilize the walkway.

MOTION: I move to approve the Mayor to authorize Engineered Restorations to repair the basin and fill the void under the walkway, at a cost of \$ 17,500.00.



Waterproofing | Restoration Structural | Architectural

225 Buford Drive, Suite A, Lawrenceville, GA 30046

(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Erin Lewis
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA. 30180
P: 470-389-9043 Email: elewis@villarica.gov

Date 4/17/23

Page 1 of 2

We have prepared an estimate for: VR Water Treatment Plant (204 N. Van Wert Road Villa Rica, GA.)

Scope of work: Cement Grout Void Fill

Engineered Restorations, Inc. proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

Work Items: (Void Fill)

- A. Set forms to contain cement grout at void openings
- B. Place 3,000 psi cement grout until complete void fill (Estimated 12 CY)
- C. Clean and seal concrete cracks with two part urethane sealant

Engineered Restorations, Inc. price for this work, the sum of: ***\$17,500.00 Seventeen Thousand Five Hundred Dollars***

Notes:

- Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.
- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others and is NOT included in this Proposal. Our bond rate is 1.5%.
- Water, sanitation facilities, application temperatures, traffic control, parking, security, storage area and protection of completed work to be provided by others at no charge to Engineered Restorations, Inc.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Engineered Restorations, Inc.

Company: _____

By: _____

By: 
Austin McQueen – Project Manager



Waterproofing | Restoration Structural | Architectural

225 Buford Drive, Suite A, Lawrenceville, GA 30046

(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Erin Lewis
City of Villa Rica

Date 4/17/23
Page 2 of 2

Re: **VR Water Treatment Plant (204 N. Van Wert Road Villa Rica, GA.)**

- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general
- This proposal estimates cement grout usage of up to twelve cubic yards. Any usage over this amount will be billed at \$900.00 per CY at the owner's discretion

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Engineered Restorations, Inc.

Company: _____

By: _____

By: 
Austin McQueen – Project Manager

GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes **ONLY** the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

- q. **Insurance.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.
- r. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI.
- s. **Bonds.** Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.
- t. **Dispute Resolution.** Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.
- u. **Mold.** All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.
- v. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.
- w. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).
- x. **Remedies of ERI.** In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.
- y. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.
- z. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.
- aa. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.
- bb. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
- cc. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Supervisory Control and Data Acquisition (SCADA) Upgrade

AGENDA DATE: May 9, 2023

DATE PREPARED: April 25, 2023

PREPARED BY: Erick Broz

AMOUNT: \$78,485.00

GL ACCOUNT #: 505-4115-541400

FUNDING SOURCE: Water and Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Zile Technology for SCADA upgrade of the West Wastewater Treatment Plant.

BACKGROUND: The existing SCADA is outdated, and no longer supported. The upgrade will allow both wastewater treatment plants and all 32 lift stations to communicate with one another. This upgrade will also include newly designed graphics, required licensing, and support.

Contractor / Vendor	Cost
John Zile	\$78,485.00

STAFF RECOMMENDATION: John Zile has been the original SCADA integrator for the entire utility system for Villa Rica. As a result, he possesses a unique knowledge of the system. He currently has provided upgrades to the Water Plant, adjustments to the wastewater system, and 32 lift stations. He also has been very responsive, and reliable; therefore, staff recommends engaging Zile Technology for the purchase of upgrading SCADA for the West Wastewater Treatment Plant.

IMPACT: SCADA is a vital lifeline of communication to the lift stations and plant operations. This Upgrade provides greater reliability, capability, and broader band width.

MOTION: I move to approve the Mayor to engage with Zile Technology for the purchase of upgrading SCADA at the West Wastewater Treatment plant in the amount of \$78,485.00.



Date: April 23rd, 2023

Quote #: 230423-1

To: Erick Broz

RE: Proposal to convert the West treatment plant's Wonderware SCADA application to VTScada, including VTScada Licensing.

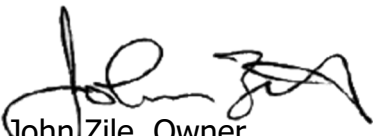
To provide a complete, custom VTScada application which duplicates the existing Wonderware screens and functionality, we are pleased to offer the following:

- VTScada HMI Software Licensing, 5000 tags Runtime/Development
 - o Includes Alarm Notification Engine License Add-On
- Base Application Development
 - o Menus, Trending, Reports and Alarm Notification
- Minimum of 26 Screens to be Developed
 - o See Page 2 for Listing
- Addition of Sand Filter Blowers #1 & #2 to SCADA
 - o Run Status for Both Blowers
 - o Fault Status and Alarms for Both Blowers

Total price for the products and services described above: \$ 78,485.00*

*The quoted pricing is valid for 90 days from the date of quotation. The SCADA computer(s) to be supplied by the City of Villa Rica. Estimated time to complete is four months after work begins.

Kind regards,


John Zile, Owner
Zile Technology, Inc.

Page 1

(Continued from Page 1)

Minimum Scada Screens to Design and Commission:

- ATAD (4 Screens)
- Dewatering/Belt Press
- Dewatering/Loadout Control
- Biological Treatment
- Biological Treatment Trend
- CalFlo (2 Screens)
- Poly-aluminum Chloride Chen Feed
- Clarifiers
- VFD Summary
- Effluent Pumps & Trend
- Filters & UV Treatment
- Fiber Network Diagram & Status
- Flow Totals Report Screen
- Influent Headworks
- Influent Pumps
- Interconnect Drawing
- Plant Drain
- Plant Overview
- Plant Water Flow Control
- Tube Settlers
- RAS/WAS Status & Control



CITY OF VILLA RICA
FINANCIAL UPDATE
March 2023

CASH				SELF-FUNDED INSURANCE					
	03-31-2022	03-31-2023	+Incr / -Decr	BANK BALANCE					
Total Cash	\$ 30,244,780	\$ 34,107,585	13%	\$1,502,747					
General Fund	\$ 11,020,370	\$ 11,000,474	0%	Contributions		Expenses		Savings	
Water/Sewer Fund	\$ 10,557,660	\$ 3,318,728	-69%	Employer + Employee+Misc		Admin + Claims Paid		Difference	
Sanitation/Solid Waste	\$ 195,075	\$ 209,474	7%	Oct - Dec '22	576,726	Oct - Dec '22	403,751	172,975	
Mirror Lake Connector	\$ -	\$ 6,013,016		Jan '23	191,327	Jan '23	151,166	40,161	
2015 Carroll SPLOST	\$ 1,314,084	\$ 515,528	-61%	Feb '23	192,230	Feb '23	148,025	44,205	
2016 Douglas SPLOST	\$ 2,635,740	\$ 3,707,154	41%	Mar '23	195,849	Mar '23	137,415	58,434	
2021 Carroll SPLOST	\$ 5,363,375	\$ 6,703,216	25%	TOTALS	\$ 1,156,132	\$ 840,357	\$ 315,775		
PROPERTY TAXES - YEAR TO DATE				GROWTH					
	Budget	March 2023		<i>Residential</i>	March 2022	March 2023			
Real & Personal - Carroll	\$ 3,039,354	\$ 2,948,337	97%	#	YTD Amount	#	YTD Amount		
Real & Personal - Douglas	\$ 2,170,195	\$ 2,153,236	99%	Building Permits	34 \$ 63,296	13 \$ 31,698			
				Water Taps	40 \$ 60,000	30 \$ 45,500			
				Sewer Taps	40 \$ 160,000	28 \$ 112,000			
	\$ 5,209,549	\$ 5,101,573	98%						
BUSINESS ACTIVITY - YEAR TO DATE				OTHER HIGHLIGHTS					
WATER/SEWER				March 2022		March 2023			
	March 2022	March 2023		One Month		One Month			
Water Revenue	\$ 1,650,268	\$ 1,810,760		Carroll Co Sales Tax	\$ 159,055	\$ 172,448			
Sewer Revenue	2,203,827	2,309,915		Douglas Co Sales Tax	\$ 137,828	\$ 145,387			
Water & Sewer Taps	609,650	157,500							
Misc. Revenue	103,256	283,556							
Transfers In	6,002,008	12,682							
Total Revenue	\$ 10,569,009	\$ 4,574,413							
Utility Administrator	\$ 221,084	\$ 228,946							
Sewer Expenses	1,009,282	858,403							
Water Expenses	550,583	766,655							
Dist./Coll. Expenses	458,921	499,076							
Interest/Fiscal Agent Expense	2,028	2,162							
Depreciation	831,000	863,922							
Transfers Out - Debt Service	1,691,676	1,916,541							
Transfers Out - General Fund	654,869	688,050							
Total Expenses	\$ 5,419,442	\$ 5,823,754							
Net Income (Loss)	\$ 5,149,567	\$ (1,249,340)							
FY22 includes American Rescue Plan Act (ARPA) funds = \$6m				SANITATION/ SOLID WASTE					
				March 2022		March 2023			
				Sanitation Revenue	\$ 513,572	\$ 592,254			
				Solid Waste Revenue	221,687	231,056			
				Transfers In/Misc.	4,432	42,051			
				Total Revenue	\$ 739,691	\$ 865,361			
				Sanitation Expenses	\$ 443,070	\$ 515,240			
				Solid Waste Expenses	194,088	236,694			
				Depreciation	32,500	34,998			
				Transfers Out - General Fund	30,030	27,078			
				Total Expenses	\$ 699,689	\$ 814,011			
				Net Income (Loss)	\$ 40,002	\$ 51,351			



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To approve the updated customer sanitation rates due to GFL's 5.2% rate increase effective June 1, 2023.

AGENDA DATE: 05/09/23

DATE PREPARED: 04/26/23

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: Approx. \$17,900 (4 months)

GL ACCOUNT #: 540-4500-522110

FUNDING SOURCE: Solid Waste Operating Budget

BUDGETED ITEM? No, but revenue will offset the increase in expenditures.

PURPOSE: To approve the updated customer sanitation rates due to GFL's 5.2% rate increase based on the Consumer Price Index for All Urban Consumers (CPI-U) effective June 1, 2023.

BACKGROUND:

Based on the GFL contract: *"The service fee will be increased annually every June 1, beginning on June 1, 2023, to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services."*

GFL Rate - Current vs. New			
	Current	5.20%	New
	GFL Rate	Increase	GFL Rate
First Cart	\$ 14.44	\$ 0.75	\$ 15.19
Second Cart	8.93	0.46	9.39
Low Income Senior	14.44	0.75	15.19

VR Customer Rate - Current vs. New			
	Current		New
	VR Rate	Increase	VR Rate
First Cart	\$ 16.73	\$ 0.75	\$ 17.48
Second Cart	8.93	0.46	9.39
Low Income Senior	12.55	0.56	13.11

STAFF RECOMMENDATION: To approve the updated customer sanitation rates due to GFL's 5.2% rate increase based on the Consumer Price Index for All Urban Consumers (CPI-U) effective June 1, 2023.

IMPACT: Rate increase of \$0.75 for the first cart; an increase of \$0.46 for the second cart. There will also be an increase of \$0.56 for the low-income senior cart.

MOTION: I move to approve the updated customer sanitation rates due to GFL's 5.2% rate increase based on the Consumer Price Index for All Urban Consumers (CPI-U) effective June 1, 2023.



March 31, 2023

City of Villa Rica
Attn: Deputy City Manager/CFO
571 W Bankhead Hwy
Villa Rica, GA 30180

RE: Solid Waste Collection, Recycling, and Disposal Services – Adjustments to Rates

Ms. Sarah Andrews,

Thank you for allowing us the opportunity to provide solid waste disposal services to your community. We sincerely enjoy providing this service and value our relationship with the City of Villa Rica.

As per our agreement, "The Service Fee will be increased annually every June 1st beginning on June 1, 2023 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2)."

Attached please find a document that states a 5.2% change over the most recent 12 months prior to March 1, 2023. We will implement the CPI Increase of 5.2% increase for the billing period of June 1, 2023, to all services we provide the City of Villa Rica residents.

Thank you again for the opportunity to support the solid waste program in your community. We thank you for your business and we look forward to continuing our relationship with the City of Villa Rica. In the meantime, if you have any questions or concerns, please do not hesitate to call me.

Best Regards,

Jesse Hill

Jesse Hill
General Manager
770-371-4340



Data extracted on: March 31, 2023 (3:23:36 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Water and sewer and trash collection services in U.S. city average, all urban consumers,
Title: seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base DECEMBER 1997=100
Period:

Download:  [xlsx](#)

Year	Feb
2022	269.175
2023	283.302

12-Month Percent Change

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Water and sewer and trash collection services in U.S. city average, all urban consumers,
Title: seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base DECEMBER 1997=100
Period:

Download:  [xlsx](#)

Year	Feb
2022	4.2
2023	5.2



[Bureau of Labor Statistics Data \(bls.gov\)](#)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 Budget Amendments #154-155

AGENDA DATE: 05-09-2023

DATE PREPARED: 04-27-2023

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING:

PURPOSE: To adopt a resolution amending the 2023 budget

MOTION: I move to adopt a resolution amending the 2023 fiscal year budget pursuant to Section 2-71 of the City Charter.

Solid Waste Services Operational & Financial Assessment			<i>Consulting services for all key process functions within solid waste services in an effort to fully evaluate all associated solid waste collection, transfer and disposal services.</i>		
Source of Funds:			Sanitation & Solid Waste Fund Balance		
	Item	Account Name	Account Type		Amount
154	540-381000	Use of Fund Balance	Revenue	Increase	25,000
155	540-4500-521200	Professional Services	Expense	Increase	25,000

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; and

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 2023, said budget amendment being described as Amendment No. 154-155, 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: Project Framework Agreement (PFA) for Downtown Streetscape Project

AGENDA DATE: May 9, 2023

DATE PREPARED: May 1, 2023

PREPARED BY: Chris Montesinos, AICP

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: No

PURPOSE: This is the Project Framework Agreement between the City and the Georgia Department of Transportation outlining the project scope and funding for the Downtown Streetscape Project. This document needs to be executed by the City Council for the project to proceed. The RFQ for the project is currently under review by GDOT's Office of Procurement Compliance. Once released, the City will be putting the project out for bid. GDOT's timeline for the project has the RFQ going out in the fall of 2023, but I expect it will be as soon as a late spring or early summer.

BACKGROUND: The City is initiating the Downtown Streetscape Project. The project was funded 80% through an LCI grant by the Atlanta Regional Commission. The grant, once awarded, it transferred to the state Transportation Improvement Program (TIP), which is administered by the Georgia Department of Transportation (GDOT). The work itself will be coordinated through a GDOT Project Manager, the City's Project Manager (me), and the Atlanta Regional Commission for project reimbursements.

STAFF RECOMMENDATION: Staff recommends approval of the PFA to move forward the process to initiate the downtown streetscape project – planning and engineering phase.

IMPACT: Initiates the Downtown Streetscape Project

MOTION: I move to approve the Mayor to execute the Project Framework Agreement between the City and GDOT to initiate the Downtown Streetscape Project – Planning and Engineering Phase, and to authorize Chris Montesinos to sign on behalf of the City as the LAP Project Manager.

PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF VILLA RICA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF VILLA RICA**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the "Agreement").

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached and incorporated herein by reference, identified as PI # 0019777 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The DEPARTMENT's Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 9/30/2025) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data

Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit “A”. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit “A”.

3. The funding portion as identified in Exhibit “A” of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. Reserved

5. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as “AASHTO”, the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT

of its responsibilities under the terms of this Agreement.

9. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. INSURANCE. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

- a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):
☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause LOCAL GOVERNMENT's consultant/contractor to obtain coverage

OR

☐ is self-insured.

- b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:
- i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d) Professional liability insurance that shall be either a practice policy or project-specific

coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- d. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

- 12. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – STIP/TIP Sheet

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

- 13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kim Nesbitt

Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor
Atlanta, Georgia 30308

Telephone#: (404) 631-1575

E-mail: knesbitt@dot.ga.gov

LOCAL GOVERNMENT

Name: Chris Montesinos

Title: Director of Special Projects
571 W Bankhead Hwy
Villa Rica, Georgia 30180

Telephone#: (678)-840-1237

Email: cmontesinos@villarica.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

15. COST ESTIMATE. LOCAL GOVERNMENT shall provide to the DEPARTMENT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on the DEPARTMENT's vendor list as being prequalified for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must provide documentation verifying at a minimum five (5) years' experience performing ROW Cost Estimates on transportation projects as set forth more fully in <http://www.dot.ga.gov/PS/ROW>. LOCAL GOVERNMENTS are advised that all prequalifications must be current during the term of the Agreement.

16. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

17. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

19. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

20. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

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

Georgia Department of Transportation

City of Villa Rica, Georgia

By: _____
Commissioner

By: _____ (Seal)
Gil McDougal, Mayor

Signed, sealed and delivered
This _____, in the presence of:

Attest:

Treasurer

Witness – Donna Wagaman, Receptionist

Notary Public – Leanne Wilkins, Assistant City Clerk

This Agreement, approved by
City of Villa Rica, the _____ (date)

Attest:

Theresa Campbell, City Clerk

58-6000691
Federal Employer Identification Number:

EXHIBIT A

Atlanta Region's Plan MTP (2020) FY 2020-2025 Transportation Improvement Program - Sorted by ARC Project Number

CA-014	VILLA RICA NORTHSIDE DOWNTOWN BICYCLE AND PEDESTRIAN IMPROVEMENTS	Jurisdiction	Carroll County	Existing	Planned	Length (mi.)	Network Year
0019777	AT MAIN STREET FROM CHEEVES STREET EAST TO N. CARROLL ROAD, NORTH TO TEMPLE STREET, WEST TO N. CANDLER STREET TO MAIN STREET	Sponsor	City of Villa Rica	2	2	0.27	TBD
Programmed		Service Type	Last Mile Connectivity / Bicycle Facility		Analysis		LCI ☒
					Exempt from Air Quality Analysis (40 CFR 93)		Flex ☐

Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	2023	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC) - LCI Setaside for Implementation	\$1,144,000	\$0,000	\$286,000	\$0,000	\$1,430,000
ROW	2025	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$2,750,000	\$0,000	\$2,750,000
UTL	2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$500,000	\$0,000	\$500,000
CST	2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$11,500,000	\$0,000	\$11,500,000
			\$1,144,000	\$0,000	\$15,036,000	\$0,000	\$16,180,000

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019777; SR 61; N Carroll Road & Temple Street in Villa Rica - LCI
Sponsor/Local Government's Name:	City of Villa Rica
Sponsor/Local Government's Address:	571 W Bankhead Hwy Villa Rica, GA 30180

LOCAL GOVERNMENT
AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

185887

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

9/9/2009

Date of Authorization

City of Villa Rica

Name of Sponsor/Local Government

**I hereby declare under penalty of perjury that the foregoing
is true and correct**

Chris Montesinos

Printed Name (of Authorized Officer or Agent)

Special Projects Director

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

[NOTARY SEAL]

Leanne Wilkins - Notary Public

My Commission Expires: _____

APPENDIX B**Federal Award Identification Worksheet**

Subrecipient's name	City of Villa Rica
UEI (SAM)	QLMAU6A79XE3
Federal Award Identification Number (FAIN)	From FMIS
Federal award date (see § 200.39 Federal Award Date)	From FMIS
Amount of Federal Funds Obligated by this action	\$1,144,000.00
Total Amount of Federal Funds Obligated to the subrecipient	\$1,144,000.00
Total Amount of the Federal Award	\$1,144,000.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	SR 61; N Carroll Road & Temple Street in Villa Rica - LCI
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

**APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of City of Villa Rica whose address is 571 W Bankhead Hwy, Villa Rica, GA 30180 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Name: Chris Montesinos

Title: Special Projects Director

APPENDIX D CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Villa Rica whose address is 571 W Bankhead Hwy, Villa Rica, GA 30180, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Name: Chris Montesinos

Title: Special Projects Director

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The 571 W Bankhead Hwy, Villa Rica, GA 30180 assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The 571 W Bankhead Hwy, Villa Rica, GA 30180 assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Date

Name: Chris Montesinos

Title: Special Projects Director

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: APPROVAL OF GRANT APPLICATION FOR LMIG MAINTENANCE AND IMPROVEMENT FUNDS

AGENDA DATE: May 15, 2023

DATE PREPARED: April 30, 2023

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To approve an application for additional GDOT Local Maintenance & Improvement Grant (LMIG) funds to resurface the “share and ride” lot on Highway 61.

BACKGROUND: The Georgia Department of Transportation has offered to make available up to \$225,000 to resurface the park & ride lot on Highway 61. In return, the City must take over maintenance of the lots forever.

STAFF RECOMMENDATION: Staff recommends that Council approve the application for additional GDOT LMIG funds to resurface the park and ride lot on Highway 61.

IMPACT: GDOT will fund up to \$225,000 or 70% of the project cost, whichever is less. The City will be required to sign a Maintenance Agreement and will have that responsibility forever.

MOTION: I move to authorize the Mayor, City Clerk and City Attorney to execute all documents necessary to apply for a GDOT LMIG grant to resurface the Highway 61 park and ride lot.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 12, 2023

The Honorable Gil McDougal
Mayor of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

RE: Funding Assistance for resurfacing a share and ride lot on State Route 61

Dear Mayor McDougal:

The Department has approved the City's request for funding assistance for resurfacing a share and ride lot on State Route 61. The Department will commit up to **\$225,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the City. Failure to begin the project before May 1, 2024 might result in the cancellation of funds.

In order to receive the funds, the City will need to sign a Maintenance Agreement with the Department and submit the following items:

1. Application (see attached)
2. Bid tabulations for the work

Please submit required information to wwright@dot.ga.gov or to the address below:

Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at (404) 347-0231 or at: wwright@dot.ga.gov

Sincerely,

Bill Wright

Digitally signed by Bill Wright
DN: cn=Bill Wright, o=Office of Local
Grants, ou=Local Grants,
email=wwright@dot.ga.gov, c=US
Date: 2023.04.12 09:12:52 -0400

Bill Wright
Local Grants Administrator



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

cc: The Honorable Mike Dugan, Georgia State Senate
The Honorable Matt Brass, Georgia State Senate
The Honorable Jay Allen Collins, Georgia House of Representatives
The Honorable Kimberly New, Georgia House of Representatives
The Honorable Dennis McEntire, State Transportation Board
Tom Barber, City Manager
Grant Waldrop, P.E., District Engineer
Carla Ham, District 6 State Aid Coordinator

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20____
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: _____

Address: _____

Contact Person and Title: _____

Contact Person's Phone Number: _____

Contact Person's Fax Number: _____

Contact Person's Email: _____

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20__**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

_____(Date)

In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal (Required)
 - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

FY _____ LMIG PROJECT REPORT

COUNTY / CITY

[illegible]



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

DEPARTMENT OF TRANSPORTATION
PARK AND RIDE FACILITIES
PROJECT AND MAINTENANCE AGREEMENT

The City of Villa Rica, hereinafter referred to as CITY OF VILLA RICA, and the Department of Transportation, hereinafter referred to as the DEPARTMENT, hereby agree as follows:

The DEPARTMENT will resurface the Park and Ride facility PR 630, located at I-20 and SR61 in Villa Rica subject to the condition that the CITY OF VILLA RICA shall provide for its proper maintenance after completion and will make ample provision each year for such maintenance. Also, for the duration of usage for this purpose, the CITY OF VILLA RICA will:

1. Operate PR 630 as a free park and Ride Lot.
2. Provide routine policing and security patrol at no cost to the DEPARTMENT.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the CITY OF VILLA RICA on the _____ day of _____, 2021, and the DEPARTMENT on the _____ day of _____, 2021.

CITY OF VILLA RICA

DEPARTMENT OF TRANSPORTATION

(Clerk/Authorized Official)

(Recommended by (name/title))

(Notary)

Authorized Official (name/title)

SEAL



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: UTILITY AID FOR CONNERS ROAD/ HIGHWAY 78 ROUNDABOUT

AGENDA DATE: May 15, 2023

DATE PREPARED: April 30, 2023

PREPARED BY: Tom Barber

AMOUNT: \$228,515 (estimated)

GL ACCOUNT #: 505-4115-541400

FUNDING SOURCE: Water & Sewer

BUDGETED ITEM? No

PURPOSE: To approve GDOT's offer of utility relocation funds related to the GDOT roundabout at Highway 78 and Connors Road.

BACKGROUND: The Georgia Department of Transportation is planning a safety improvement on Highway 78 and Connors Road which involves the construction of a roundabout and the relocation of the underlying utilities. Part of the relocation has been accepted as necessary and part has been deemed a betterment. GDOT has offered to fund 100% of our utilities considered in conflict. GDOT's contractor will perform the work and the City will reimburse GDOT for our portion of the expense.

STAFF RECOMMENDATION: Staff recommends we accept GDOT's offer of utility relocation aid of an estimated \$169,280.

IMPACT: GDOT will fund an estimated \$169,280 in relocation costs, and the City will fund an estimated \$228,515 in relocation costs. As a result, our water line will not lay in the footprint of the proposed roundabout. This is similar to the water line relocation we made for the mini-roundabout at Highway 61 and Punkintown Road.

MOTION: I move to authorize the Mayor, City Clerk and City Attorney to execute all documents necessary to accept GDOT's utility relocation offer of approximately \$169,280.



Sent via E-mail & U.S. Mail

1. The City will routinely budget for potential relocation liabilities for permitted facilities on right of way under the jurisdiction of the Department. The City may be asked to provide verification that this responsibility is met prior to approval of permits.
2. All relocation work required for this project shall be included in the Department's project contract. Therefore, the City will enter into a Memorandum of Understanding (MOU) and Contract Item Agreement (CIA) with the Department to perform the utility relocation required for this project. In this MOU the City will agree that construction engineering and contract supervision shall be the responsibility of the Department and the Department shall be responsible to assure that all utility work is accomplished in accordance with the plans and specifications and to consult with the City before authorizing any changes or deviations which affect the City's facilities. The City must coordinate with the Department's District Utilities Office so that arrangements are made to ensure that relocation plans are prepared to meet the Department's schedule and plan standards.

Mr. Tom Barber

City Manager, City of Villa Rica

GDOT Project P.I. No. 0015679; Douglas County; SR 8 @ CS 352/CS968/Connors Road – Roundabout

City of Villa Rica; Utility-Aid Request Approval

March 14, 2023

Page 2 of 2

3. The City must complete preliminary engineering at its own expense. The City shall ensure that engineering for this work is performed according to current Department Standards. The City must coordinate with the Department's District Utilities Office, so that arrangements are made to ensure that the engineering is completed and approved without delay to the project's schedule.
4. The Department cannot bear the cost of any "betterment" items. If betterment is included in the Department's plans, the Department will only pay up to the approved estimated amount for Utility-Aid. The City will be responsible for any additional cost resulting from "betterment" items.

Please make completion of preliminary engineering an urgent matter and continue coordination with the District Utilities Office to finalize arrangements. All such correspondence should be sent to the following address:

Mr. Shun Pringle
District 7 Utilities Manager
Georgia Department of Transportation
5025 Peachtree Rd, NE
Chamblee, GA 3034-3193

If you have any questions or need any additional information on this matter, please contact me at 404-631-1380.

Sincerely,



Nicholas Fields
State Utilities Administrator

NF: SPJ

cc: Dennis McEntire, Board Member, *via email*
Russell R. McMurry, P.E., Commissioner, *via email*
Brad Saxon, P.E., Deputy Commissioner, *via email*
Meg Pirkle, P.E., Chief Engineer, *via email*
John Hibbard, P.E., Director of Permits and Operations, *via email*
Angie Robinson, Financial Management Administrator, *via email*
William Wright Jr., Local Grants Administrator, *via email*
Paul DeNard, P.E., District 7 Engineer, *via email*
Landon Perry, P.E., District 7 Preconstruction Engineer *via email*
Shun Pringle, District 7 Utilities Manager, *via email*
Zebedee Martin, Project Manager
Utility-Aid File



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

March 31, 2023

Honorable Mayor Gil McDougal
City of Villa Rica
571 W Bankhead Highway
Villa Rica, Georgia 30180

Subject: **P.I. No. 0015679, Douglas County
Contract Item Agreement Undated – Water and Sewer Facilities**

Dear Honorable Mayor McDougal:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to the **City of Villa Rica** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the **City of Villa Rica** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate including betterment for this work is **\$397,795.00** of which the **City of Villa Rica will bear \$228,515.00 or 100% for the Betterment Costs and the Department will bear \$169,280.00 or 100% of the In-Kind costs in Utility Aid.** Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of the **City of Villa Rica** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the **City of Villa Rica** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the City of Villa Rica's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the **City of Villa Rica** in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to

Honorable Mayor McDougal
P.I. No. 0015679, Douglas County
Contract Item Agreement Undated – Water and Sewer Facilities
March 31, 2023; Page 2 of 2

perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that the City of Villa Rica pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Paul DeNard, P.E., District 7 Engineer
Shun Pringle, District 7 Utilities Manager
Zebedee Martin, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator

Georgia DOT Project:
GDOT P.I.:

UTILITY AID MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereinafter called the DEPARTMENT)
and
City of Villa Rica (hereinafter called the OWNER)

Whereas the **DEPARTMENT** proposes to undertake a project to construct a single lane roundabout at SR8/US78 at CS 352/CS 968 Conners Rd in Douglas County by contract through competitive bidding, and:

Whereas the **OWNER** has the following utility facilities which must be adjusted and/or relocated as a result of the proposed project: The project involves relocating water and sewer facilities.

Whereas the **OWNER** has requested that the **DEPARTMENT** fund the costs associated with these adjustments and/or relocations and the **DEPARTMENT** has agreed to this request or the **OWNER** does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the contract to be let by the DOT, now therefore;

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required ***** items will be accomplished by the OWNER and the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment or relocation of the OWNER'S facilities in accordance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including Department Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the Department's Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and current Microstation file format.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

The Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. If the work is performed by the OWNER'S Consultant, the engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. For certain products, assemblies and materials certification, the OWNER and OWNER'S Consultant shall provide the DEPARTMENT assistance at no cost to the DEPARTMENT for certification of the work. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR
8. A determination of payment due the DEPARTMENT shall be in accordance with a separate Contract Item Agreement that will be executed prior to award of the highway project. It is contemplated by the DEPARTMENT and OWNER that if a Contract Item Agreement is to be executed by both parties that it will supersede this memorandum.
9. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards Manual, current edition.

APPROVED FOR THE OWNER BY:

(Signature) _____

(Date) _____

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

(Title)

Preliminary Engineering Agreement to be required? ___ Yes ___ No

Contract Item Agreement to be required? ____ Yes ____ No

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Douglas County

G.D.O.T. P.I. No.: 0015679

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **City of Villa Rica**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to construct a single-lane roundabout on State Route 8/US 78 at City Street 352/City Street 968/Conners Road in Douglas County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$397,795.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **100% or \$169,280.00 in Utility Aid for the In-Kind costs and the LOCAL AGENCY shall bear 100% or \$228,515.00 for the Betterment costs.**

CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

CITY OF VILLA RICA

BY: _____

TITLE: _____

Signed on behalf City of Villa Rica pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Douglas
G.D.O.T. P.I. NO.: 0015679
DATE: March 31, 2023 DB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

CITY OF VILLA RICA

BE IT RESOLVED by the MAYOR of the CITY OF VILLA RICA, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, DOUGLAS COUNTY, P.I. No. 0015679 to construct a single-lane roundabout on State Route 8/US 78 at City Street 352/City Street 968/Connors Road in Douglas County and that the Honorable Gil McDougal as Mayor and _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor of the CITY OF VILLA RICA.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF VILLA RICA

I _____, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR of the CITY OF VILLA RICA WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF VILLA RICA
Solicitation/Contract No./ Call No. or Project Description:	Project No. N/A, P.I. No. 0015679, Douglas County – To construct a single-lane roundabout on State Route 8/US 78 at City Street 352/City Street 968/Conners Road.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

P.I. 0015679 Douglas County - City of Villa Rica - Water & Sewer

[illegible]



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: WASTE PIT EASEMENT AGREEMENT WITH ASTRA GROUP

AGENDA DATE: May 15, 2023

DATE PREPARED: May 4, 2023

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To allow the Astra Group and Georgia DOT to access our property adjacent to the proposed North Bypass.

BACKGROUND: Georgia DOT is building a new road in Villa Rica and has contracted the work to the Astra Group. The construction is going to generate more than 100,000 cubic yards of surplus, mostly dirt and blast rock. The City would like to provide a place for Astra to store the excess material so that they can crush the rock for use in the road bed.

STAFF RECOMMENDATION: Staff recommends approval. The rock and dirt can be used inside the City for not only the road project but for other developments that need fill or road base.

IMPACT: Allowing access to this site will enable Astra to apply for a GDOT waste pit permit, and if approved, would result in a cleared piece of land at no cost to the City. We are not under any obligation to allow the waste pit at this time.

MOTION: I move to authorize the Mayor to execute the attached easement agreement with Georgia DOT and the Astra Group.

EASEMENT AGREEMENT - WASTE PIT
(Property Owner)

Project No. _____

The undersigned hereby grants permission to the Georgia D.O.T. and/or others to enter on my (our) property in _____ County, Georgia for the purpose of a site investigation and engineering work.

_____, its officers, agents, employees, or assigns, are hereby granted the right of reasonable ingress and egress over the lands of the undersigned to and from the material pit(s), for the purpose of reviewing and investigating the proposed waste site.

It is understood and agreed that upon completion of placing compactable soil upon property by _____ or its assigns, the pit or pits shall be adequately drained and the area utilized properly graded, any fences temporarily removed or taken down shall be repaired in as good condition as they were when removed or taken down, and that the utilized area shall be reseeded or as applicable with the property owner's choices allowed under the contract of the above referenced project.

IN WITNESS whereof I (we) have hereunto set my (our) hand(s) and seal this the _____ day of _____, 20__.

_____ (L.S.)

Witness _____

Witness _____

G:\22000\22101 - VILLA RICA BYPASS - ASTRA GRADING\CIVIL\DESIGN\DESIGN5-FILL Volume.dwg 3/14/2023 10:19 AM

EROSION CONTROL PLANS FOR:

OWNER / DEVELOPER:
ASTRA GROUP, LLC
1611 PERRY BLVD NW
ATLANTA, GA 30318
TELEPHONE: 770-992-9300

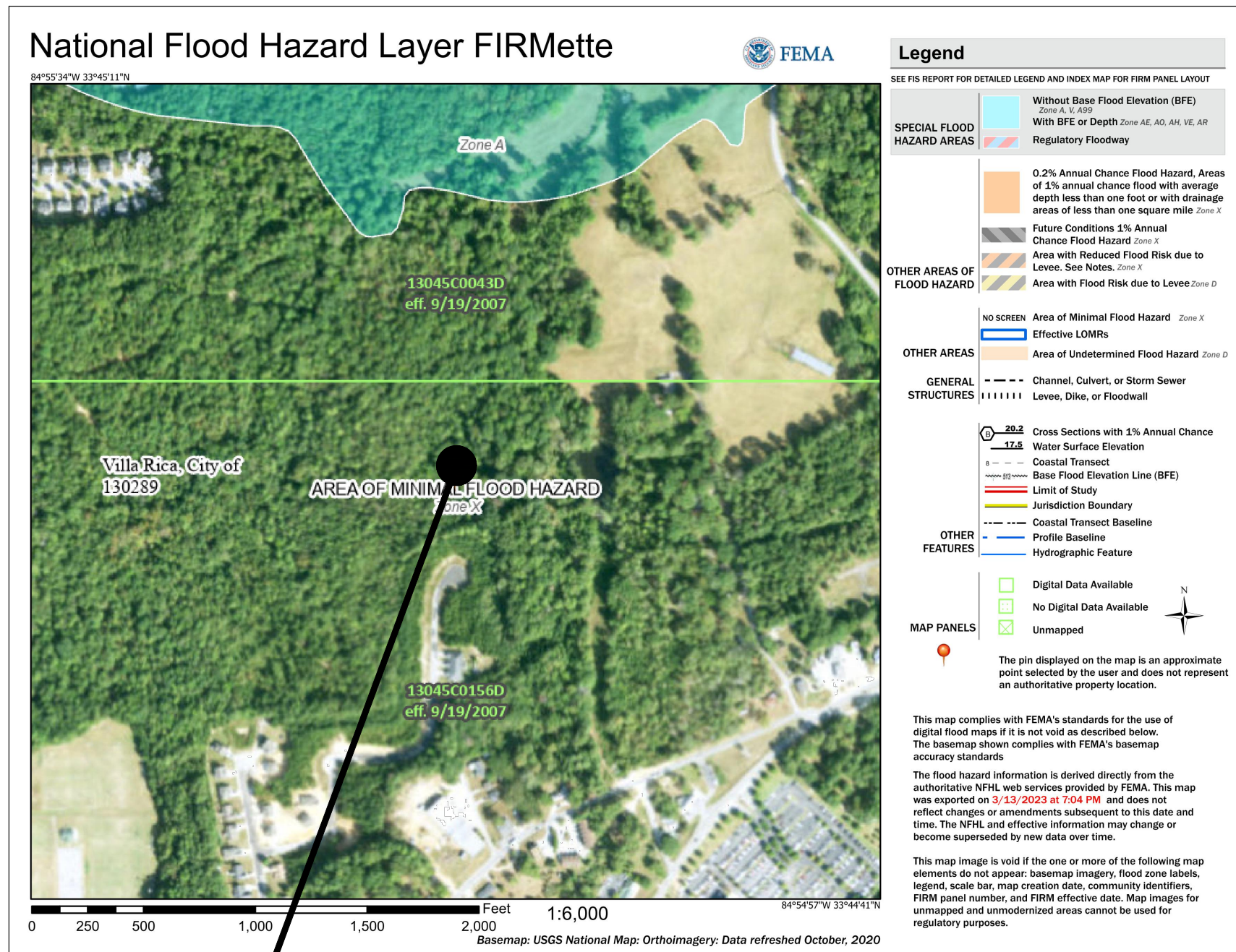
VILLA RICA BY PASS FILL AREA

LAND LOT(S) 193 & 194

6TH DISTRICT

CITY OF VILLA RICA, GEORGIA

DATE: MARCH 14, 2023



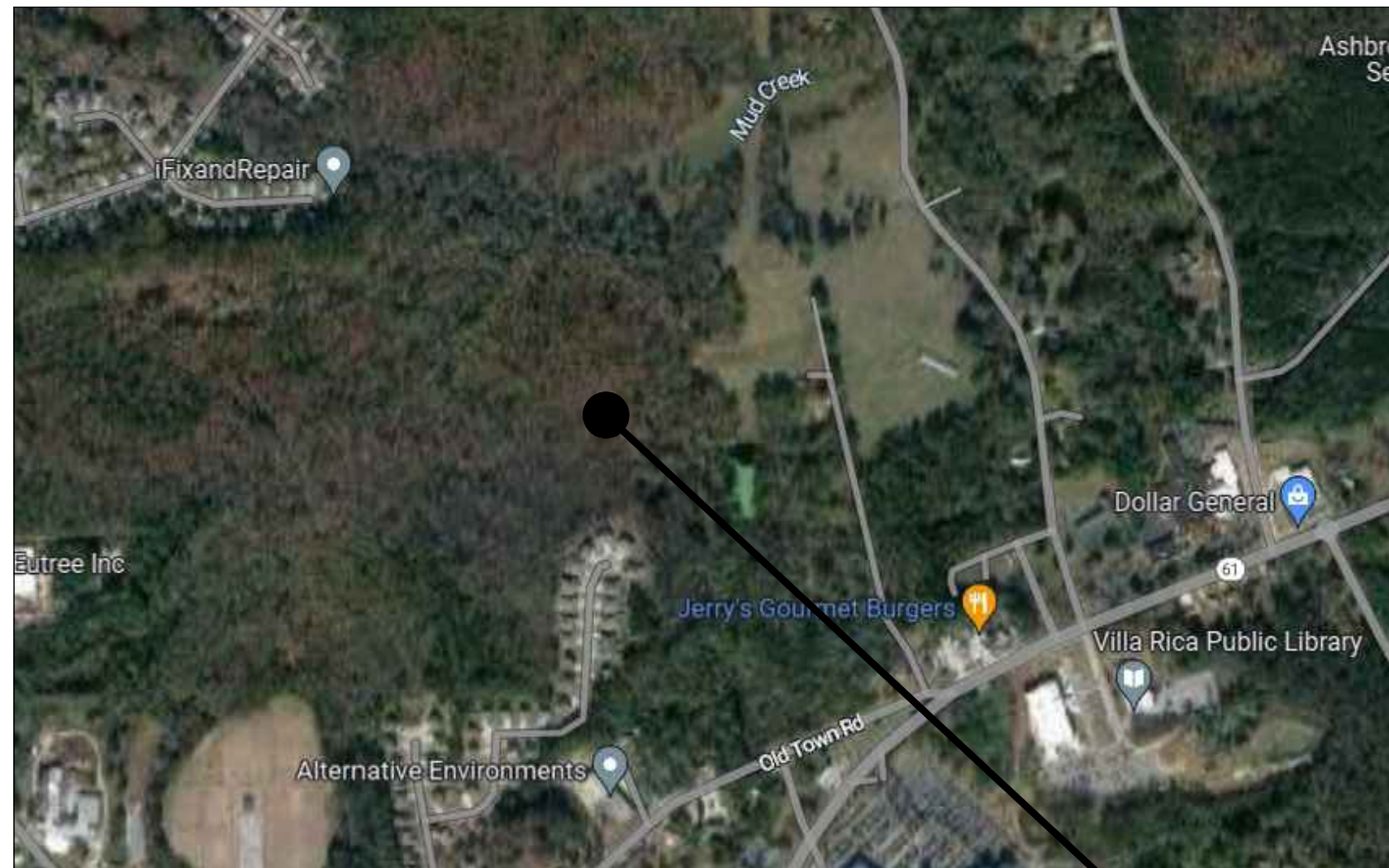
FLOOD MAP

NOT TO SCALE

NOTE: THIS SITE IS NOT LOCATED WITHIN
THE 100 YEAR FLOOD PLAIN AS PER FEMA FLOOD
INSURANCE MAP 13045 C 0156 D, DATED SEPT 19, 2007.

SHEET INDEX

- C101 EXISTING CONDITIONS
- C501-C503 EROSION CONTROL PLANS
- C504 EROSION CONTROL NOTES
- C505 EROSION CONTROL DETAILS
- C506 EROSION CONTROL VEGETATION PLAN
- C507 STORM WATER POLLUTION PREVENTION PLAN
- C601 CONSTRUCTION ROAD PROFILE



LOCATION MAP

NTS

EROSION CONTROL NOTES

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.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST WEEKLY, AFTER EACH RAIN, AND REPAIRED AS NECESSARY.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.

ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, QUALIFIED PRODUCTS LIST #36.

SILT FENCES SHALL NOT BE PLACED IN STREAM BUFFER OR FLOODPLAINS, UNLESS UTILIZED FOR THE CONSTRUCTION OF AN EXEMPT ACTIVITY (I.E. ROADWAY DRAINAGE STRUCTURES, SEWER/WATER CROSSINGS, OR DRAINAGE STRUCTURES) PER THE APPROVED PLANS. FOR SUCH DISTURBANCES WITHIN THE BUFFER, THE AREA SHALL BE IMMEDIATELY STABILIZED USING EROSION CONTROL MATTING AND/OR BLANKETS ONCE THE ACTIVITY IS COMPLETE.

SEDIMENT STORAGE VOLUME (67 CY/ACRE) MUST BE INSTALLED PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITY AND IN PLACE UNTIL FINAL STABILIZATION OCCURS.

FOR EACH SITE ON WHICH LAND DISTURBING ACTIVITY OCCURS, EACH ENTITY OR PERSON ACTING AS EITHER A PRIMARY, SECONDARY, OR TERTIARY PERMITTEE, AS DEFINED IN THE STATE GENERAL PERMIT, SHALL HAVE AS A MINIMUM ONE PERSON WHO IS IN RESPONSIBLE CHARGE OF EROSION AND SEDIMENTATION CONTROL ACTIVITIES ON BEHALF OF SAID ENTITY OR PERSON AND MEETS THE APPLICABLE (LEVEL 1A) EDUCATION OR TRAINING CERTIFICATION REQUIREMENTS (O.C.G.A. 12-7-19(A)(2)).

ALL TEMPORARY AND PERMANENT SEEDING MUST BE PERFORMED AT THE APPROPRIATE SEASON. IN SUCH INSTANCES WHERE THE ESTABLISHMENT OF VEGETATION IS INOPPORTUNE DUE TO SEASON OR DROUGHT, DISTURBED AREAS SHALL BE TEMPORARILY STABILIZED USING 2"-4" OF MULCH (DS1). ADDITIONAL PLANTINGS WILL BE NECESSARY IF A SUFFICIENT STAND OF GRASS FAILS TO GROW.

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, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED 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 INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.

CONSTRUCTION EXIT GPS LOCATION: ⑦
LATITUDE: 33.750707 LONGITUDE: -84.92048

24 HOUR CONTACT
JAY MAYO
770-992-9300 ④

TOTAL SITE AREA = 8.50 ACRES
INITIAL DISTURBED AREA= 3.02 ACRES
TOTAL DISTURBED AREA = 7.46 ACRES

PROJECT NO.:
22101

DATE:
3/14/23

REVISIONS:	DATE	DESCRIPTION
1		
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SOUTHLAND
ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

VILLA RICA BY PASS
FILL AREA
LOCATED IN LAND LOTS 193 & 194
6TH DISTRICT
CITY OF VILLA RICA, GEORGIA



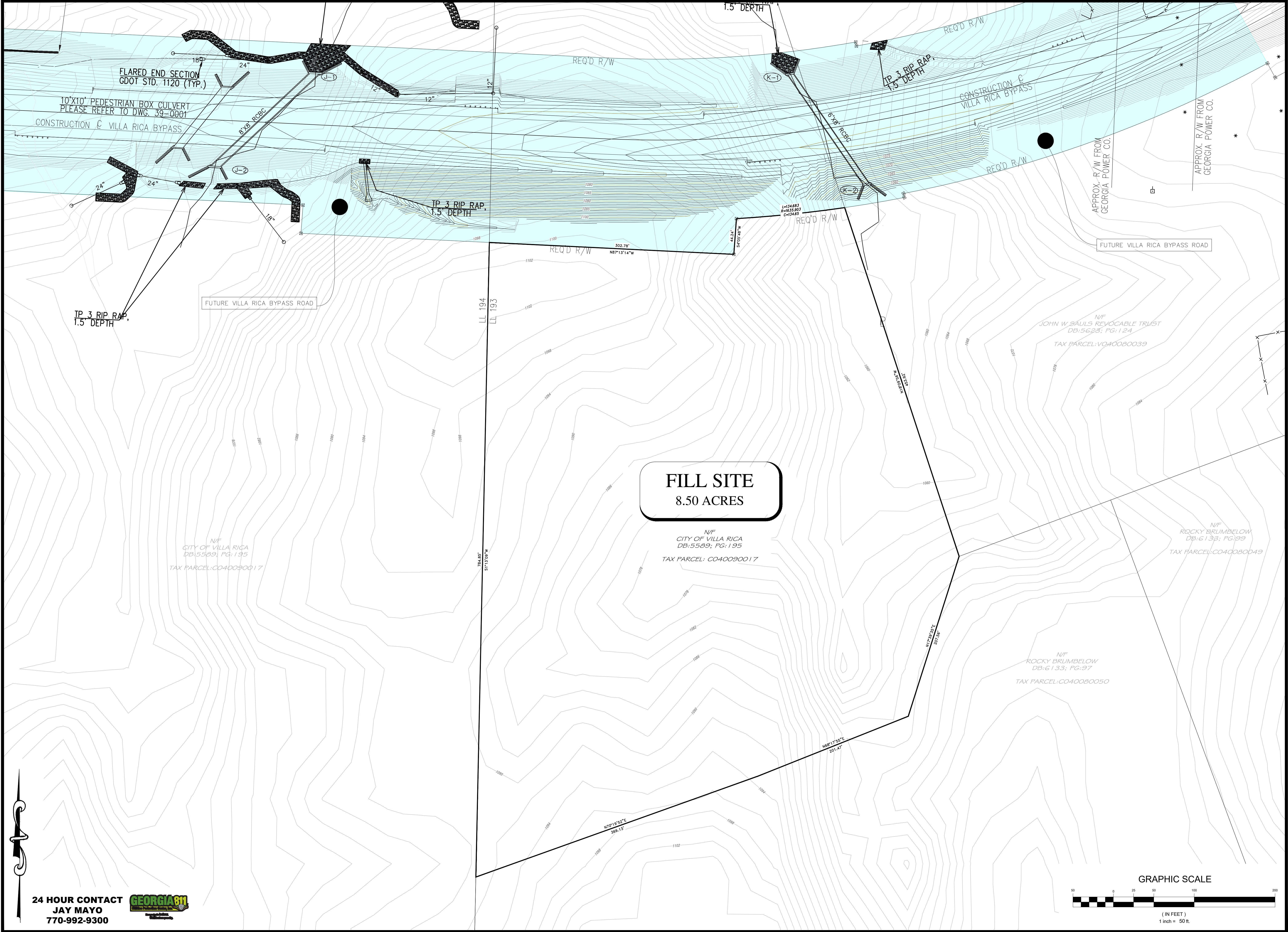
SHEET TITLE:

COVER

SHEET NO.:

C001

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24 HOUR CONTACT
JAY MAYO
770-992-9300

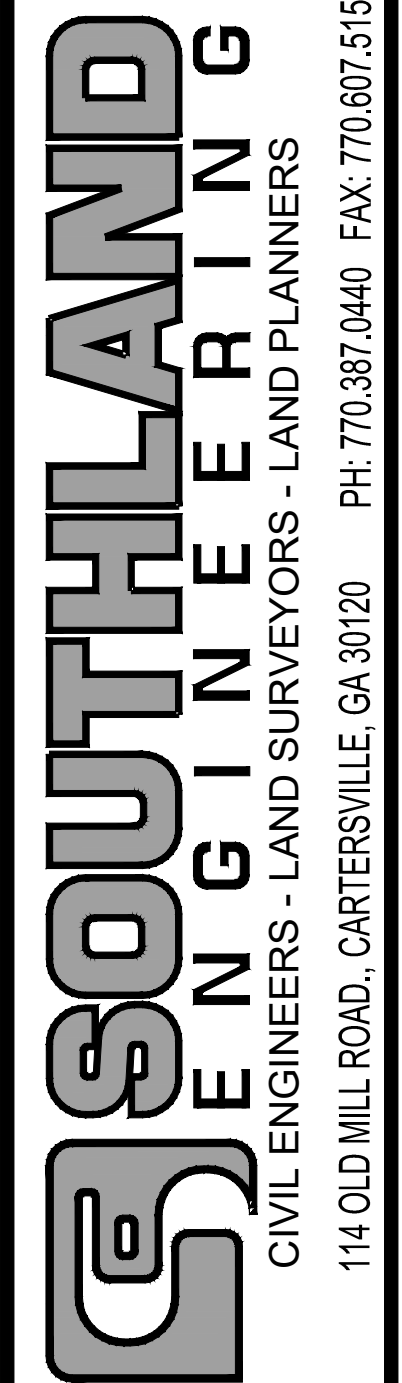


GEORGIA 811
Call before you dig

PROJECT NO.:
22101

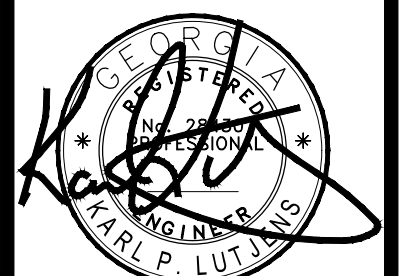
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3/14/23

REVISIONS:	DATE	DESCRIPTION
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VILLA RICA BY PASS
FILL AREA
LOCATED IN LAND LOTS 193 & 194
6TH DISTRICT
CITY OF VILLA RICA, GEORGIA



KARL P. LUTJENS
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
STATE OF GEORGIA

SHEET TITLE:
EXISTING CONDITIONS

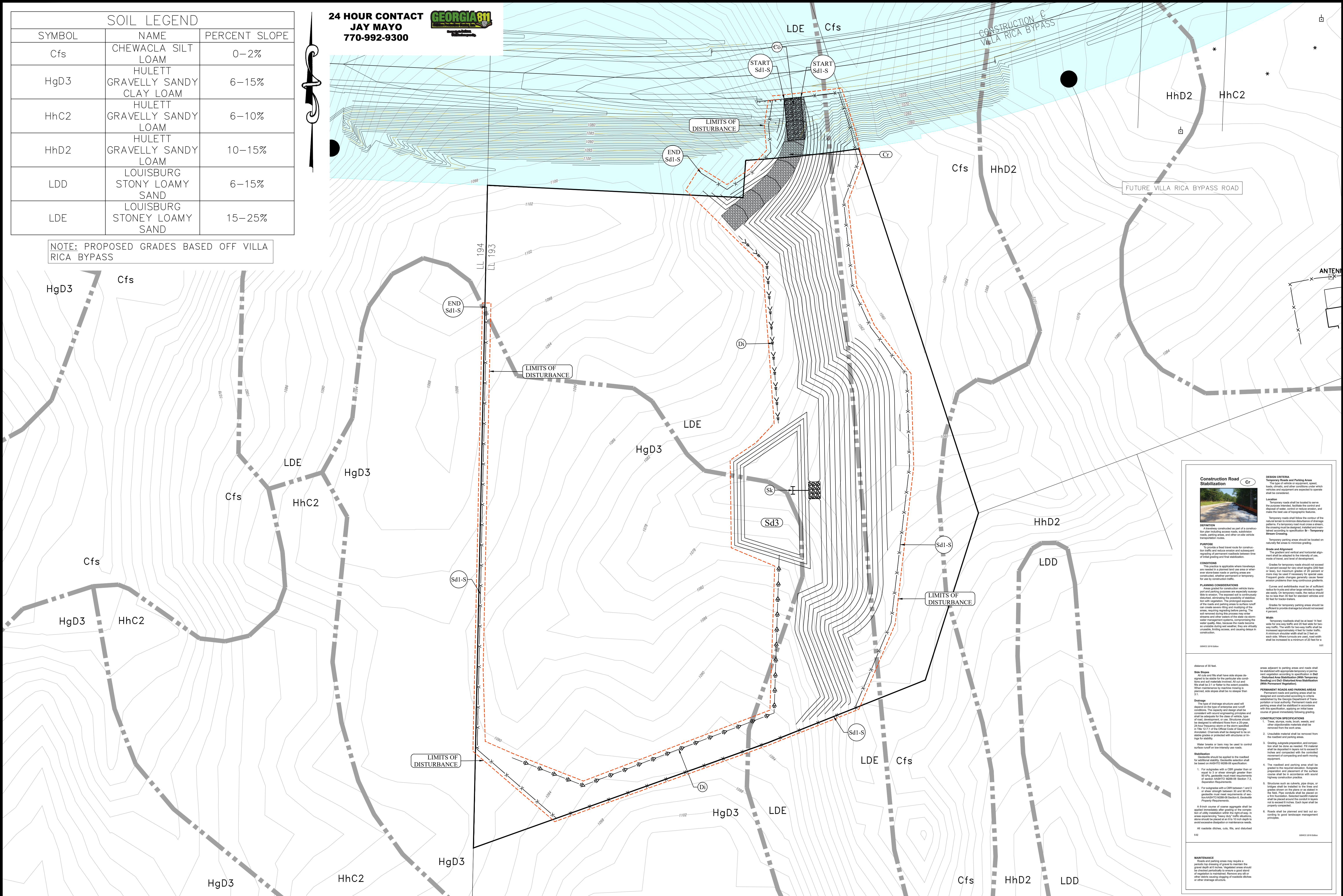
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C101

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SOIL LEGEND		
SYMBOL	NAME	PERCENT SLOPE
Cfs	CHEWACLA SILT LOAM	0-2%
HgD3	HULETT GRAVELLY SANDY CLAY LOAM	6-15%
HhC2	HULETT GRAVELLY SANDY LOAM	6-10%
HhD2	HULETT GRAVELLY SANDY LOAM	10-15%
LDD	LOUISBURG STONY LOAMY SAND	6-15%
LDE	LOUISBURG STONEY LOAMY SAND	15-25%

NOTE: PROPOSED GRADES BASED OFF VILLA RICA BYPASS

24 HOUR CONTACT
JAY MAYO
770-992-9300



Cd-S	STONE CHECKDAM	Dn1	TEMPORARY DOWNDRAIN STRUCTURE	Rt	RETRO FITTING	Sd2-P	INLET SEDIMENT TRAP	Su	SURFACE ROUGHENING	Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)	Ss	EROSION CONTROL MATTING AND BLANKETS
Co	CONSTRUCTION EXIT	Dn2	PERMANENT DOWNDRAIN STRUCTURE	Sd1	SEDIMENT BARRIER	Sd3	TEMPORARY SEDIMENT BASIN	Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)	Ds4	DISTURBED AREA STABILIZATION (SOODING)	Pm	POLY-ACRYLAMIDE (PAM)
Di	DIVERSION	Fr	FILTER RING	Sd2-f	INLET SEDIMENT TRAP	St	STORMDRAIN OUTLET PROTECTION	Ds2	DISTURBED AREA STABILIZATION (WITH TEMP SEEDING)	Du	DUST CONTROL ON DISTURBED AREAS		

GSWCC LEVEL II CERTIFICATION NUMBER
GEORGIA REGISTRATION NO. GA #3422

TOTAL SITE AREA = 8.50 ACRES
INITIAL DISTURBED AREA= 3.02 ACRES
TOTAL DISTURBED AREA = 7.46 ACRES

Construction Road Stabilization Cr

DEFINITION
A temporary road constructed as part of a construction project to provide access to the construction site. It is used to transport materials, equipment, and personnel. It is not intended for permanent use.

PURPOSE
To provide a road travel route for construction equipment and personnel. It is used to transport materials, equipment, and personnel. It is not intended for permanent use.

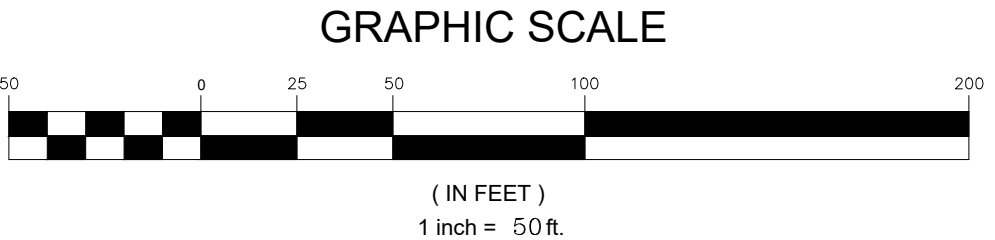
CONDITIONS
The road should be constructed on a firm, stable surface. It should be constructed to a minimum width of 10 feet. It should be constructed to a maximum width of 20 feet. It should be constructed to a maximum depth of 12 inches. It should be constructed to a maximum slope of 10%.

PLANNING CONSIDERATIONS
The road should be constructed to a minimum width of 10 feet. It should be constructed to a maximum width of 20 feet. It should be constructed to a maximum depth of 12 inches. It should be constructed to a maximum slope of 10%.

DESIGN CRITERIA
The road should be constructed to a minimum width of 10 feet. It should be constructed to a maximum width of 20 feet. It should be constructed to a maximum depth of 12 inches. It should be constructed to a maximum slope of 10%.

CONSTRUCTION SPECIFICATIONS
1. The road should be constructed to a minimum width of 10 feet. It should be constructed to a maximum width of 20 feet. It should be constructed to a maximum depth of 12 inches. It should be constructed to a maximum slope of 10%.

MAINTENANCE
The road should be maintained to a minimum width of 10 feet. It should be maintained to a maximum width of 20 feet. It should be maintained to a maximum depth of 12 inches. It should be maintained to a maximum slope of 10%.

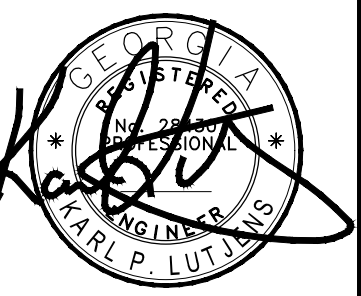


PROJECT NO.: 22101
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REVISIONS:	DATE	DESCRIPTION
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VILLA RICA BY PASS FILL AREA
LOCATED IN LAND LOTS 193 & 194
6TH DISTRICT
CITY OF VILLA RICA, GEORGIA



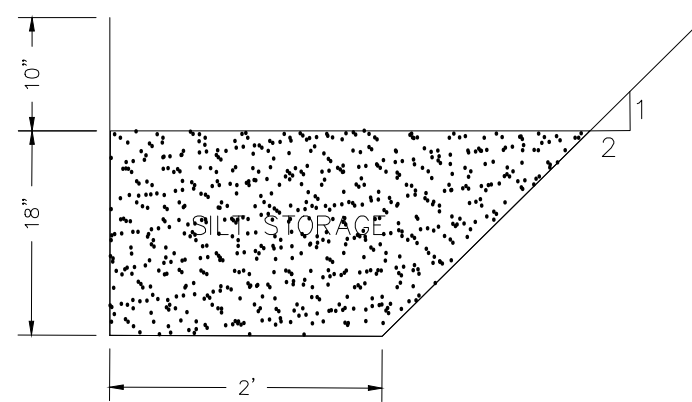
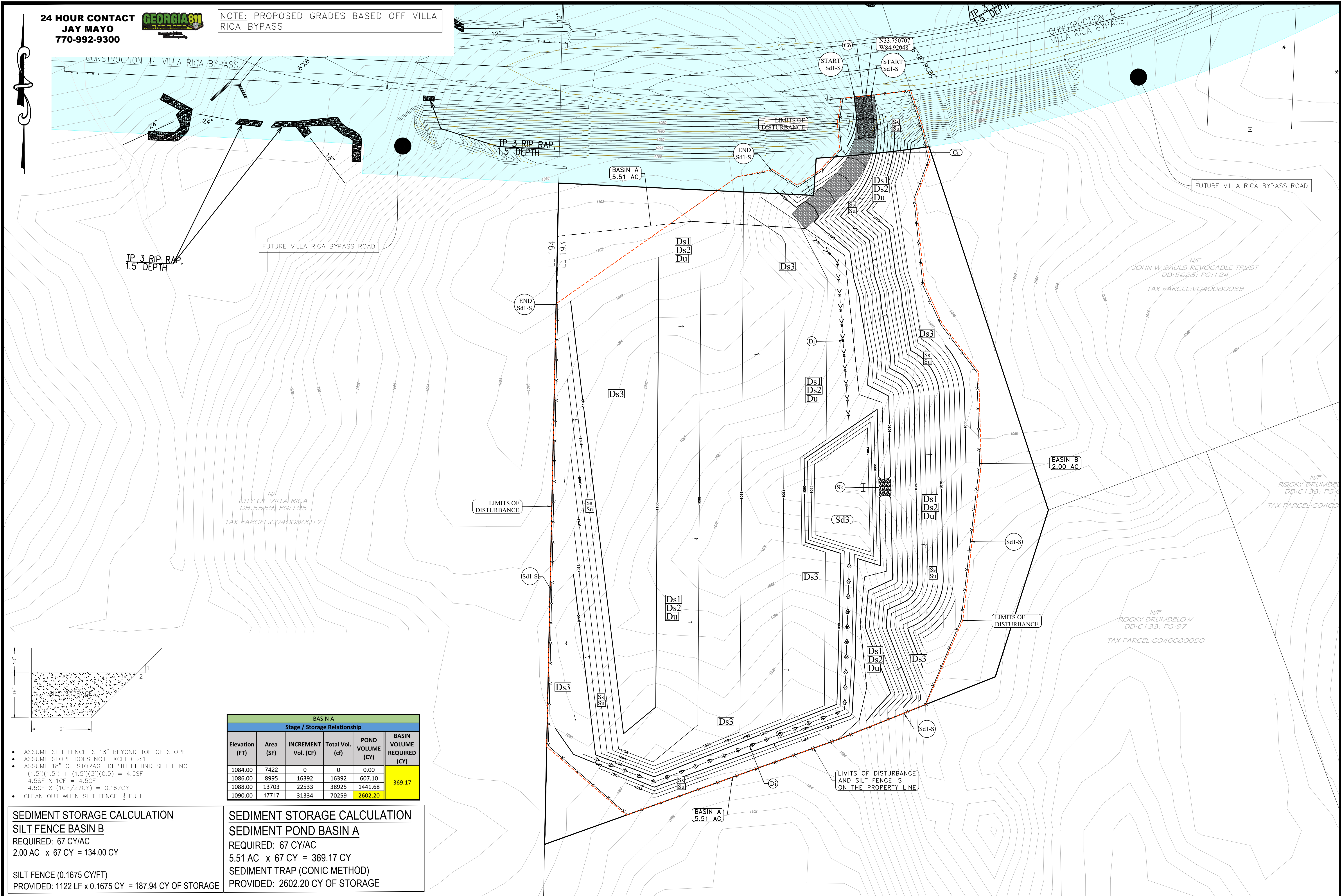
SHEET TITLE:
INITIAL EROSION CONTROL PLAN
SHEET NO.:
C501

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24 HOUR CONTACT
JAY MAYO
770-992-9300



NOTE: PROPOSED GRADES BASED OFF VILLA RICA BYPASS



- ASSUME SILT FENCE IS 18" BEYOND TOE OF SLOPE
- ASSUME SLOPE DOES NOT EXCEED 2:1
- ASSUME 18" OF STORAGE DEPTH BEHIND SILT FENCE
 $(1.5')(1.5') + (1.5')(3')(0.5') = 4.55\text{ SF}$
 $4.55\text{ SF} \times 10\text{ CF} = 4.55\text{ CF}$
 $4.55\text{ CF} \times (1\text{ CY}/27\text{ CY}) = 0.167\text{ CY}$
- CLEAN OUT WHEN SILT FENCE = $\frac{1}{3}$ FULL

SEDIMENT STORAGE CALCULATION SILT FENCE BASIN B

REQUIRED: 67 CY/AC
2.00 AC x 67 CY = 134.00 CY

SILT FENCE (0.1675 CY/FT)
PROVIDED: 1122 LF x 0.1675 CY = 187.94 CY OF STORAGE

BASIN A					
Stage / Storage Relationship					
Elevation (FT)	Area (SF)	INCREMENT Vol. (CF)	Total Vol. (cf)	POND VOLUME (CY)	BASIN VOLUME REQUIRED (CY)
1084.00	7422	0	0	0.00	369.17
1086.00	8995	16392	16392	607.10	
1088.00	13703	22533	38925	1441.68	
1090.00	17717	31334	70259	2602.20	

SEDIMENT STORAGE CALCULATION SEDIMENT POND BASIN A

REQUIRED: 67 CY/AC
5.51 AC x 67 CY = 369.17 CY

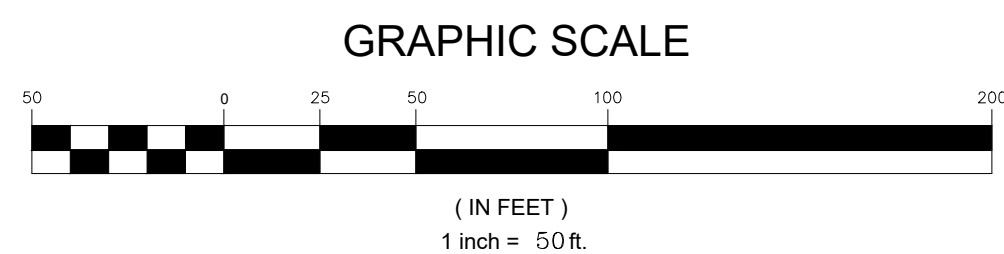
SEDIMENT TRAP (CONIC METHOD)
PROVIDED: 2602.20 CY OF STORAGE

GSWCC LEVEL II CERTIFICATION NUMBER

GEORGIA REGISTRATION NO. GA #3422

2

TOTAL SITE AREA = 8.50 ACRES
INITIAL DISTURBED AREA= 3.02 ACRES
TOTAL DISTURBED AREA = 7.46 ACRES



PROJECT NO.:
22101

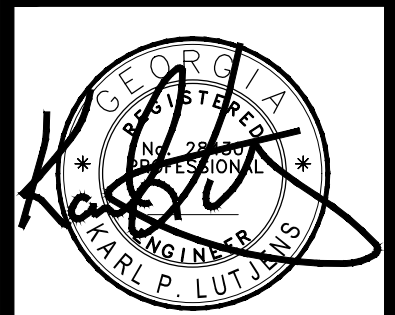
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3/14/23

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VILLA RICA BY PASS
FILL AREA
LOCATED IN LAND LOTS 193 & 194
6TH DISTRICT
CITY OF VILLA RICA, GEORGIA



SHEET TITLE:

INTERMEDIATE
EROSION
CONTROL
PLAN

SHEET NO.:

C502

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

EROSION CONTROL NOTES

- 19 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.

- 20 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.

- 21 ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST WEEKLY, AFTER EACH RAIN, AND REPAIRED AS NECESSARY.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.

ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, QUALIFIED PRODUCTS LIST #36.

SILT FENCES SHALL NOT BE PLACED IN STREAM BUFFER OR FLOODPLAINS, UNLESS UTILIZED FOR THE CONSTRUCTION OF AN EXEMPT ACTIVITY (I.E. ROADWAY DRAINAGE STRUCTURES, SEWER/WATER CROSSINGS, OR DRAINAGE STRUCTURES) PER THE APPROVED PLANS. FOR SUCH DISTURBANCES WITHIN THE BUFFER, THE AREA SHALL BE IMMEDIATELY STABILIZED USING EROSION CONTROL MATTING AND/OR BLANKETS ONCE THE ACTIVITY IS COMPLETE.

SEDIMENT STORAGE VOLUME (67 CY/ACRE) MUST BE INSTALLED PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITY AND IN PLACE UNTIL FINAL STABILIZATION OCCURS.

FOR EACH SITE ON WHICH LAND DISTURBING ACTIVITY OCCURS, EACH ENTITY OR PERSON ACTING AS EITHER A PRIMARY, SECONDARY, OR TERTIARY PERMITTEE, AS DEFINED IN THE STATE GENERAL PERMIT, SHALL HAVE AS A MINIMUM ONE PERSON WHO IS IN RESPONSIBLE CHARGE OF EROSION AND SEDIMENTATION CONTROL ACTIVITIES ON BEHALF OF SAID ENTITY OR PERSON AND MEETS THE APPLICABLE (LEVEL 1A) EDUCATION OR TRAINING CERTIFICATION REQUIREMENTS (O.C.G.A. 12-7-19(A)(2)).

ALL TEMPORARY AND PERMANENT SEEDING MUST BE PERFORMED AT THE APPROPRIATE SEASON. IN SUCH INSTANCES WHERE THE ESTABLISHMENT OF VEGETATION IS INOPPORTUNE DUE TO SEASON OR DROUGHT, DISTURBED AREAS SHALL BE TEMPORARILY STABILIZED USING 2"-4" OF MULCH (DS1). ADDITIONAL PLANTINGS WILL BE NECESSARY IF A SUFFICIENT STAND OF GRASS FAILS TO GROW.

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, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED 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, CONSISTING OF A MINIMUM PAD SIZE OF 20 FEET BY 50 FEET WITH A MINIMUM OF 6" THICK STONE, SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAID ON A GEOTEXTILE UNDERLINER. THE GEOTEXTILE UNDERLINER SHALL MEET THE REQUIREMENTS OF AASHTO M288-96, SECTION 7.3 SEPARATION REQUIREMENTS.
2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE/EXITS, ALL PERIMETER EROSION CONTROL AND TEMPORARY SEDIMENT BASINS SHALL BE INSTALLED AS SHOWN ON THE INITIAL PHASE EROSION CONTROL PLAN.
3. SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA AS SHOWN ON THE PLAN. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-27.1. THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES ½ HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
4. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN. SEE SEPARATE DETAILS FOR SPECIFICS ON TYPE OF INLET PROTECTION SPECIFIED.
5. STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN.
6. TREE PROTECTION FENCING SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. THE TREE PROTECTION FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.

ADDITIONAL SILT BARRIERS MUST BE PLACED AS SHOWN ON THE PLAN AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL TAKE PLACE UNTIL SILT BARRIER INSTALLATION AND SEDIMENT PONDS ARE CONSTRUCTED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF LAND DISTURBANCE.

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING 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 VEHICLE ON TO 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 MEASURES ARE FUNCTIONING PROPERLY.

FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES DUE TO ANY CONSTRUCTION ACTIVITY BY OTHERS.

EARTHWORK OPERATIONS IN THE VICINITY OF STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE BUFFER AREAS.

SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.

EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING THE CONSTRUCTION ARE DIFFERENT FROM THE PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.

THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.

SILT FENCE SHOULD BE INSTALLED AT THE TOE OF ALL FILL SLOPES 10 FEET GREATER IN HEIGHT. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-20.0. THE SILT FENCE SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED ON THE SLOPE. SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES ½ HEIGHT OF THE BARRIER. ADDITIONALLY, DIVERSION DIKES SHALL BE CONSTRUCTED ALONG THE TOP OF ALL SAID FILL SLOPES WITH THE USE OF TEMPORARY DOWN DRAINS TO CONTROL STORM WATER RUN OFF AS SHOWN ON THE PLANS. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING BARRIERS AT THE TOE OF SLOPES UNDER CONSTRUCTION. THESE BARRIERS SHALL BE AS SHOWN IN THE PLANS. THESE BARRIERS MAY BE RELOCATED AND REUSED AFTER PERMANENT SLOPE STABILIZATION BECOMES FULLY ESTABLISHED. AS THEY ARE RELOCATED, ANY DEFECTIVE MATERIALS IN THE BARRIER SHALL BE REPLACED. IN ADDITION, ALL DEBRIS AND SILT AT THE PREVIOUS LOCATION SHALL BE REMOVED. CUT AND FILL SLOPES ARE NOT TO EXCEED "2H:1V".

INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL STORM STRUCTURES AS THEY ARE CONSTRUCTED. SEE PLAN VIEW FOR SPECIFIC TYPE AND SEPARATE DETAILS FOR ADDITIONAL INFORMATION ON TYPE OF INLET PROTECTION SPECIFIED.

STORM DRAIN OUTLET PROTECTION SHALL BE PLACED AT ALL OUTLET HEADWALLS AS SOON AS THE HEADWALL IS CONSTRUCTED. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.

EROSION CONTROL NARRATIVE: 36

- INITIAL PHASE CONSTRUCTION SCHEDULE NOTES:
- STAKE CLEARING LIMITS
 - PRIOR TO BEGINNING MASS CLEARING CONTRACTOR TO INSTALL SILT FENCE, CONSTRUCTION ENTRANCE, SEDIMENT BASINS.
 - CONTRACTOR TO DIRECT STORMWATER TO THE SEDIMENT BASINS.
 - INSTALL ALL EROSION CONTROL MEASURES, DIVERSION DITCHES AS SHOWN ON THE INITIAL PHASE PLAN (EROSION CONTROL MEASURES TO BE CONSTRUCTED AND FULLY FUNCTIONAL PRIOR TO ANY GRADING).
 - INSTALL CONCRETE WASHOUT AREA
 - BEGIN CLEARING AND GRUBBING.

- INTERMEDIATE PHASE CONSTRUCTION SCHEDULE NOTES:
- BEGIN GRADING SITE
 - BEGIN INSTALLING STORM (IF APPLICABLE)
 - DIRECT STORMWATER SEDIMENT BASINS DURING MASS GRADING OF THE PROPERTY.
 - INSTALL INLET SEDIMENT PROTECTION (SD2-F) (IF APPLICABLE)
 - INSTALL OUTLET PROTECTION AT STORM OUTFALLS
 - PROVIDE DS1, DS2 & MB FOR AREAS THAT HAVE NOT BEEN DISTURBED FOR MORE THAN 14 DAYS.
 - MAINTAIN BMP'S AS NEEDED.

- FINAL PHASE CONSTRUCTION SCHEDULE NOTES:
- MAINTAIN BMP'S AS GRADING PROGRESSES.
 - GRADE PARKING AREAS AND BUILDING PADS.
 - BEGIN INSTALLING CURBING, SIDEWALKS, BASE AND PAVING.
 - ONCE CURB IS IN PLACE AND STORM DRAIN TOPS HAVE BEEN INSTALLED INSTALL SD2-P.
 - BEGIN INSTALL PERMANENT VEGETATION AND LANDSCAPING, DS3 & DS4.
 - REMOVE TEMPORARY EROSION CONTROL MEASURES AFTER SITE IS 100% STABILIZED.
 - REMOVE RETROFIT FROM DETENTION POND OUTLET AND FILL IN SEDIMENT BASIN (IF APPLICABLE) .

54 VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE			Strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)			Planting vegetation on dunes that are denuded, artificially constructed, or re-nourished.
DS1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)			Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
DS2	DISTURBED AREA STABILIZATION (WITH TEMP. SEEDING)			Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
DS3	DISTURBED AREA STABILIZATION (WITH PERM. SEEDING)			Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
DS4	DISTURBED AREA STABILIZATION (SOILING)			A permanent vegetative cover using sods on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS			Contrasting surface and air movement of dust on construction site, roadways and similar sites.
FL-Cd	FLOCCULANTS AND COAGULANTS			Substance formulated to assist in the solids/liquid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (USING PERM. VEGETATION)			The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION			A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKERS AND BINDERS			Substance used to anchor straw or hay mulch by causing the organic material to bind together.

GENERAL CONSTRUCTION SCHEDULE

Approx. Start Date: APRIL 2023 , Approx. Completion Date: JANUARY 2024

BEGIN CONSTRUCTION	APRIL 2023	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY
*PLACE CONSTRUCTION ENTRANCE, INSTALL SILT FENCE & TREE PROTECTION FENCE										
BEGIN INITIAL CLEARING OF SITE, INSTALL TEMPORARY SEDIMENT TRAPS, USE BRUSH PILE FILTERS, SEED & MULCH BARE GROUND, BEGIN DEMOLITION OF EXISTING INFRASTRUCTURE										
BEGIN GRADING, INSTALL STORM SYSTEM WITH SD2 PROTECTION, SEED & MULCH BARE AREAS.										
GRADE DRIVES AND BUILDING PADS, BEGIN INSTALLATION OF WATER AND SEWER, MAINTAIN TEMPORARY SEDIMENT TRAPS.										
FINAL GRADE PARKING AND BUILDING PADS, INSTALL CURBING & PAVING BASE, CONVERT SD2-F TO SD2-P, SEED ANY BARE AREAS, BEGIN BUILDING CONSTRUCTION.										
CONTINUE WITH BUILDING CONSTRUCTION, BEGIN PERMANENT LANDSCAPING IN AREAS AVAILABLE.										
INSTALL FINAL PAVING, INSTALL PERMANENT LANDSCAPING, FILL IN SEDIMENT TRAPS AND STABILIZE WITH PERMANENT VEGETATION, REMOVE SD2-P, REMOVE SILT FENCE AND TREE PROTECTION FENCE, REMOVE CONSTRUCTION ENTRANCE.										
MAINTAIN CONSTRUCTION ENTRANCE, TREE SAVE FENCE, SILT FENCE, CHECK DAMS, FILTER RINGS, INLET PROTECTION, DIVERSION DITCHES, AND TEMPORARY SEDIMENT TRAPS.										



GSWCC LEVEL II CERTIFICATION NUMBER
GEORGIA REGISTRATION NO. GA #3422 2

* SEDIMENT AND EROSION CONTROL MEASURES TO BE INSPECTED DAILY. MAINTAIN BMP'S THROUGHOUT LAND DISTURBANCE ACTIVITY.

53 STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHOCKHAM			A small temporary barrier or dam constructed across a gully, drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION			Improving, constructing or stabilizing an open channel, existing stream, or ditch.
Co	CONSTRUCTION EXIT			A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Cr	CONSTRUCTION ROAD STABILIZATION			A travertine constructed as part of a construction plan including access roads, subdivision roads, parking areas and other on-site vehicle transportation routes.
Dc	STREAM DIVERSION CHANNEL			A temporary channel constructed to convey flow around a construction site while a permanent structure is being constructed.
DI	DIVERSION			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary or permanent structure.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE			A flexible conduit of heavy-duty fabric or other material designed to safely conduct surface runoff down a slope. This is temporary and inexpensive.
Dn2	PERMANENT DOWNDRAIN STRUCTURE			A pond drain, pipe, sectional conduit or similar material designed to safely conduct surface runoff down a slope.
Fr	FILTER RING			A temporary stone barrier constructed at storm drain inlets and pond outlets.
Ga	GABION			Rock filter baskets which are hand-placed into position forming soil stabilizing structures.
Gr	GRADE STABILIZATION STRUCTURE			Permanent structures installed to protect channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.
LV	LEVEL SPREADER			A storm flow outlet device constructed at zero grade across the slope whereby concentrated runoff may be discharged at a non-erosive velocity into undisturbed areas stabilized by existing vegetation.
Rd	ROCK FILTER DAM			A temporary stone filter dam installed across channels/arroyos or in conjunction with a temporary sediment trap.
Re	RETAINING WALL			A wall installed to stabilize cut and fill slopes where medium, permissible slopes are not to be obtained. Each situation will require special design.
Rt	RETRO FITTING			A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.
SD1	SEDIMENT BARRIER			A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, or a silt fence.
SD2	INLET SEDIMENT TRAP			A temporary protective device formed at or around an inlet to a storm drain to trap sediment.
SD3	TEMPORARY SEDIMENT BASIN			A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
SD4	TEMPORARY SEDIMENT TRAP			A small temporary pond that drains a disturbed area so that sediment can settle out. The practice feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.
Sk	FLOATING SURFACE DRAINAGE			A buoyant device that releases/drains water from the surface of sediment ponds, traps, or basins at a controlled rate of flow.
SPB	SEEP BERM			A linear control device constructed as a diversion perpendicular to the direction of the runoff to enhance dissipation and infiltration of runoff, while creating multiple sedimentation chambers with the employment of intermediate dikes.

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sr	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORMDRAIN OUTLET PROTECTION			A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
Su	SURFACE ROUGHENING			A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading.
Tc	TURBIDITY CURTAIN			A floating or staked barrier installed within the water (it may also be referred to as a floating boom, silt barrier, or silt curtain).
Tp	TOPSOILING			The practice of stripping off the more fertile soil, storing it, then spreading it over the disturbed area after completion of construction activities.
Tr	TREE PROTECTION			To protect desirable trees from injury during construction activity.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL			Paved or vegetative water outlets for diversions, access, berms, dikes or similar structures.

PROJECT NO.: 22101

DATE: 3/14/23

REVISIONS:	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SOUTH LAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

VILLA RICA BY PASS
FILL AREA
LOCATED IN LAND LOTS 193 & 194
6TH DISTRICT
CITY OF VILLA RICA, GEORGIA

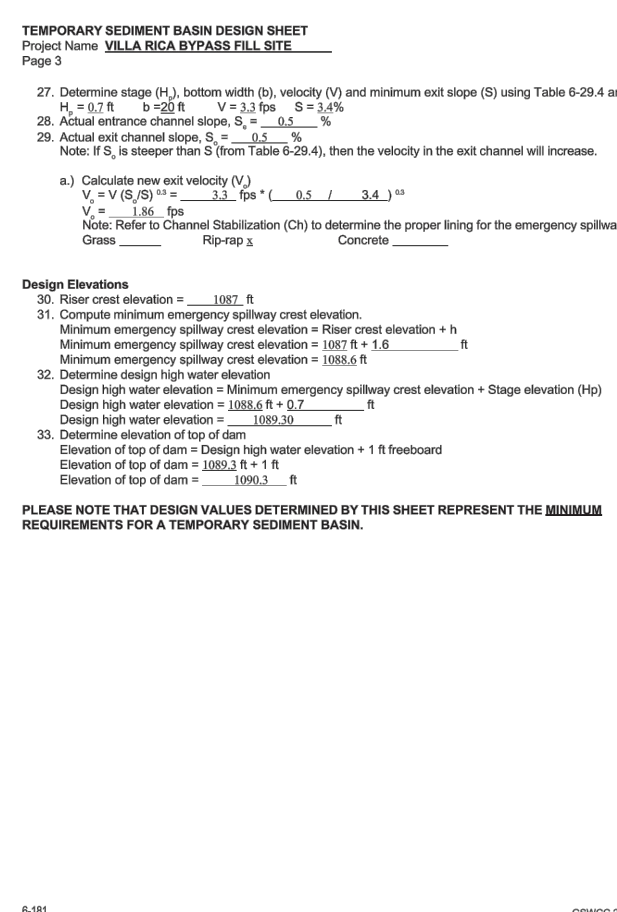
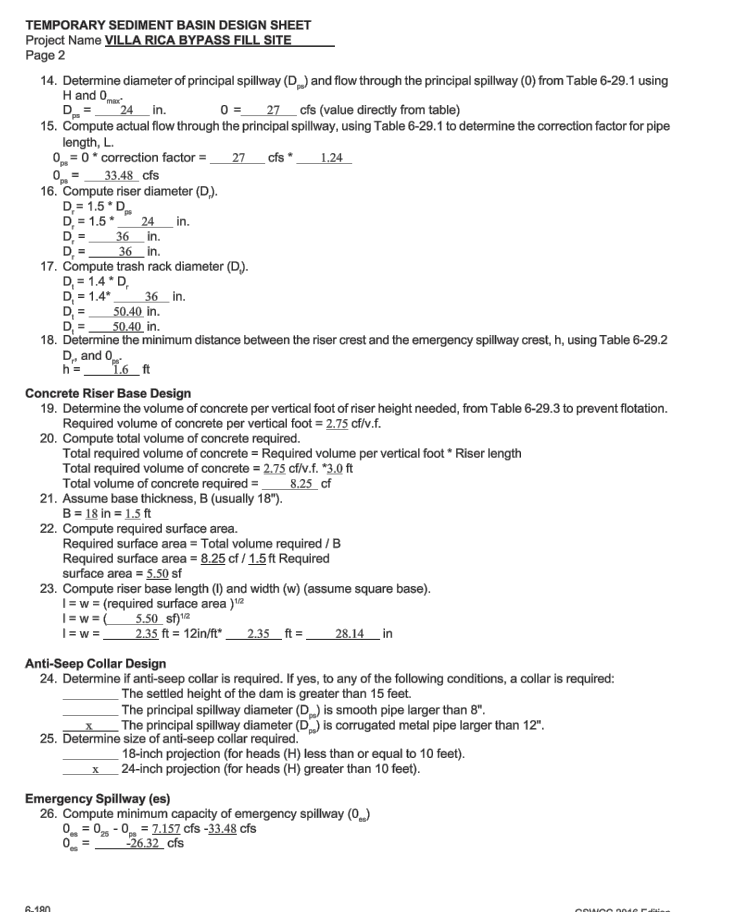
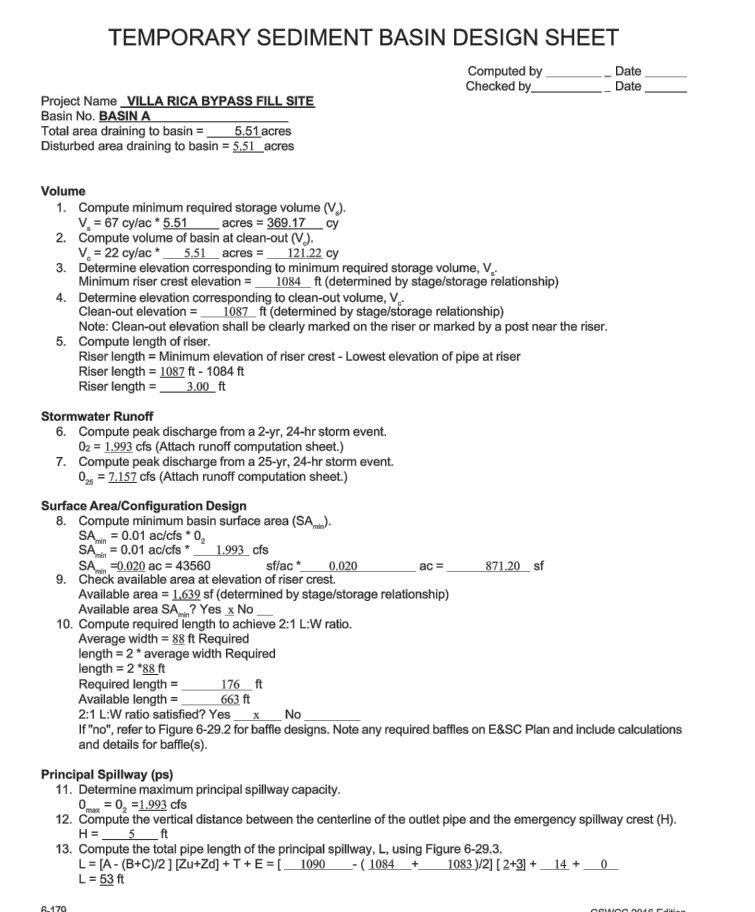
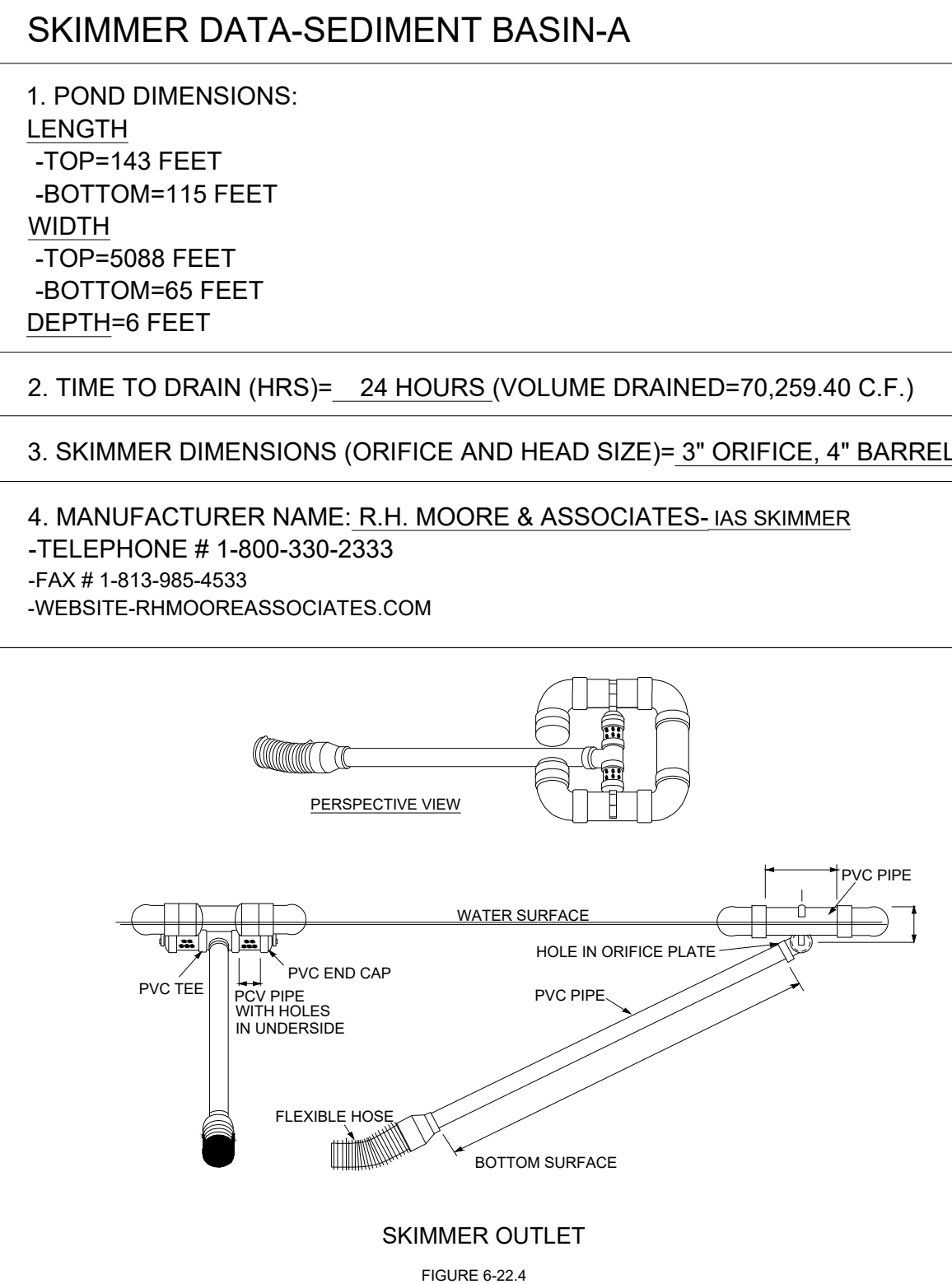
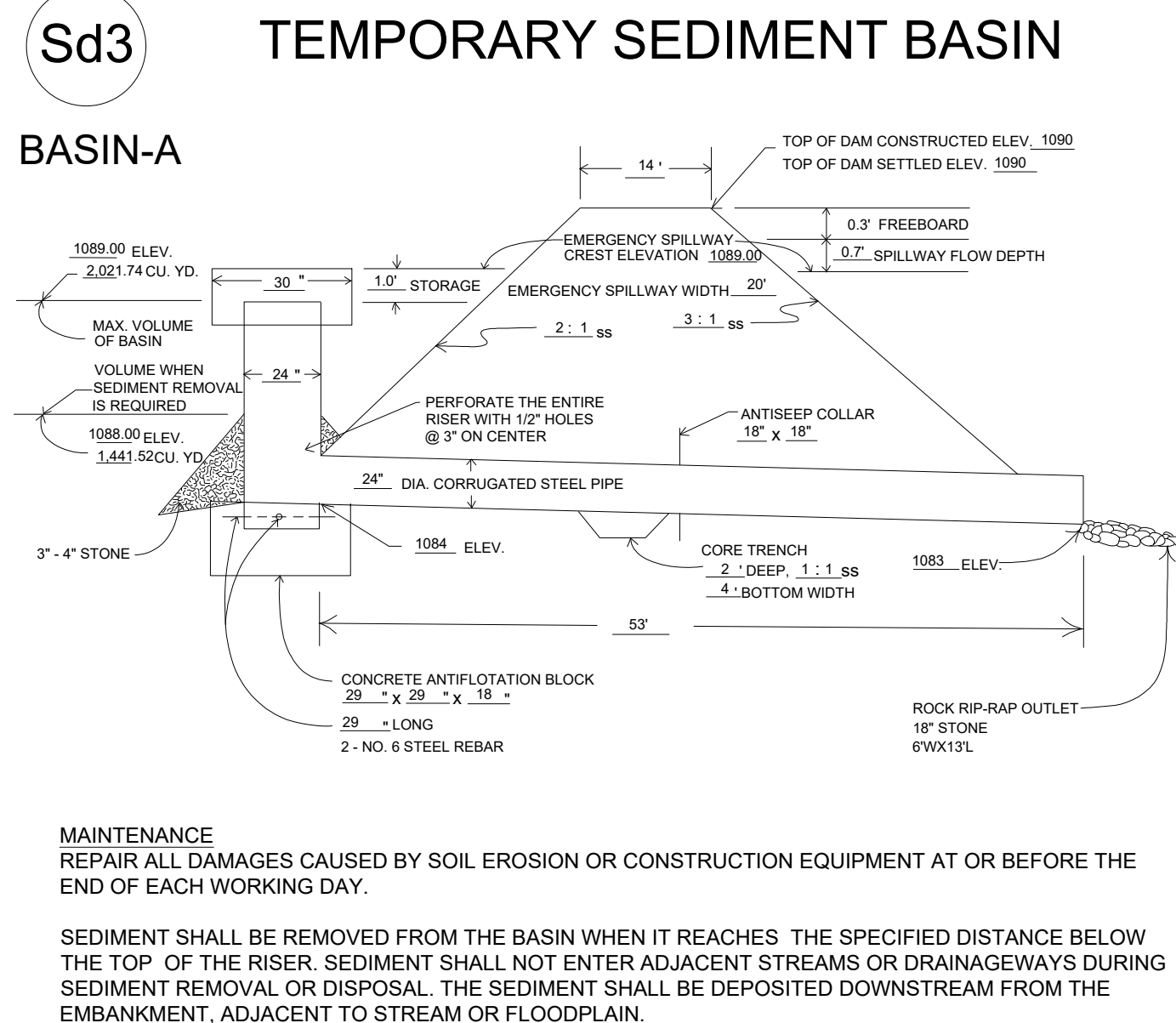
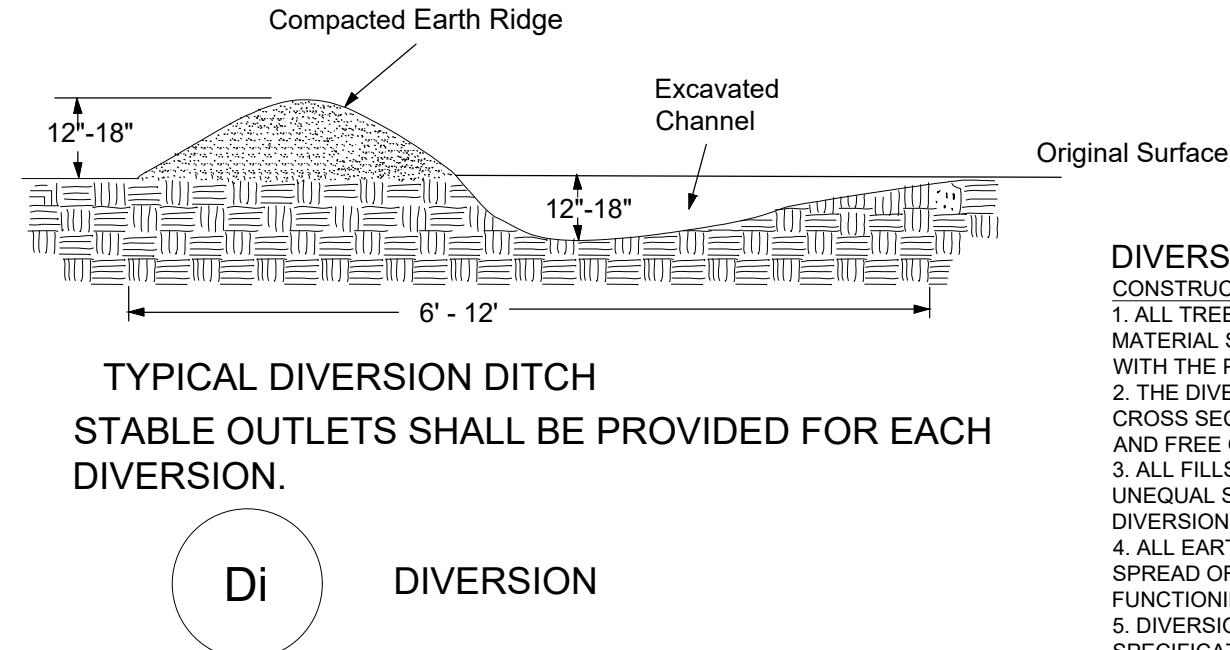
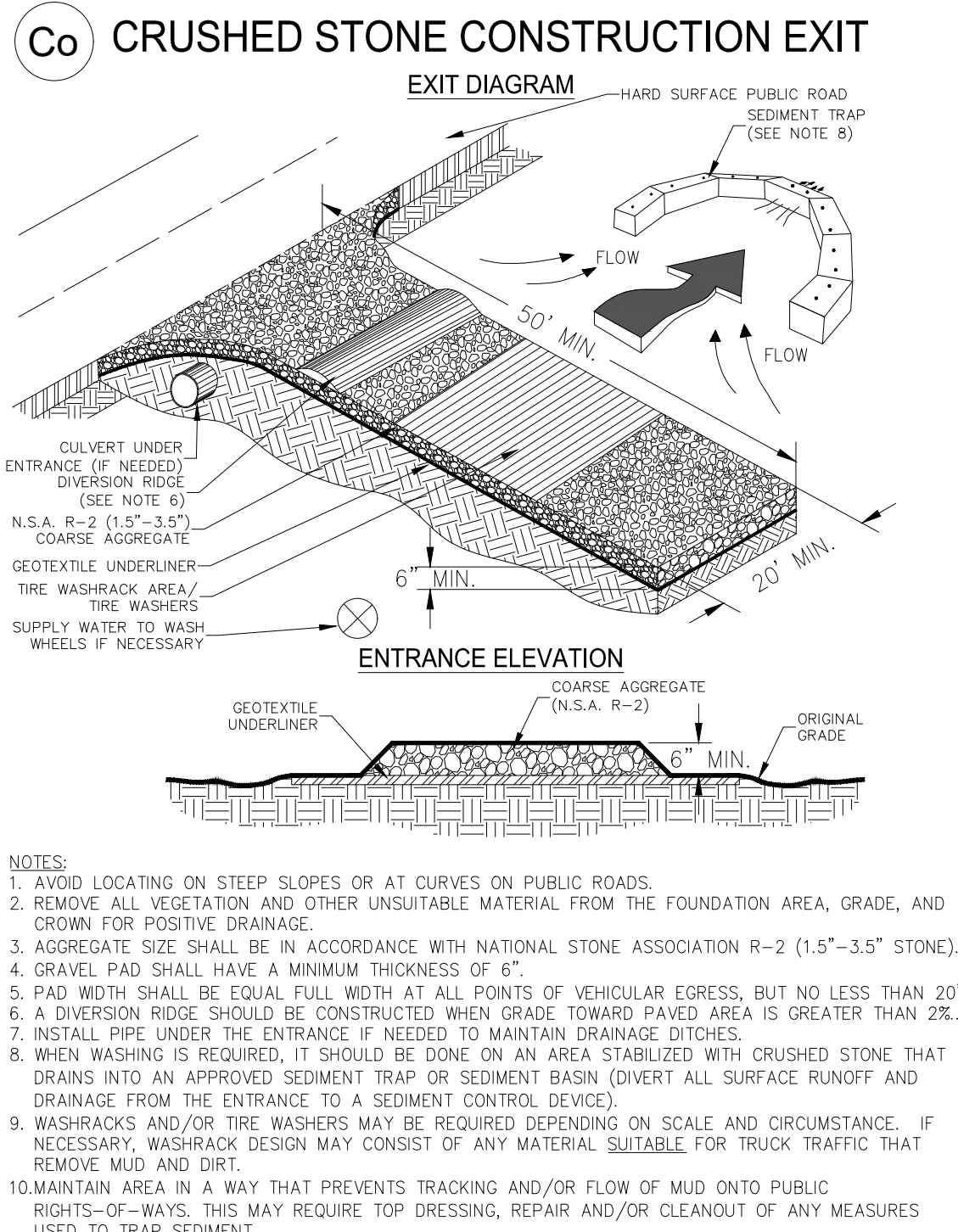
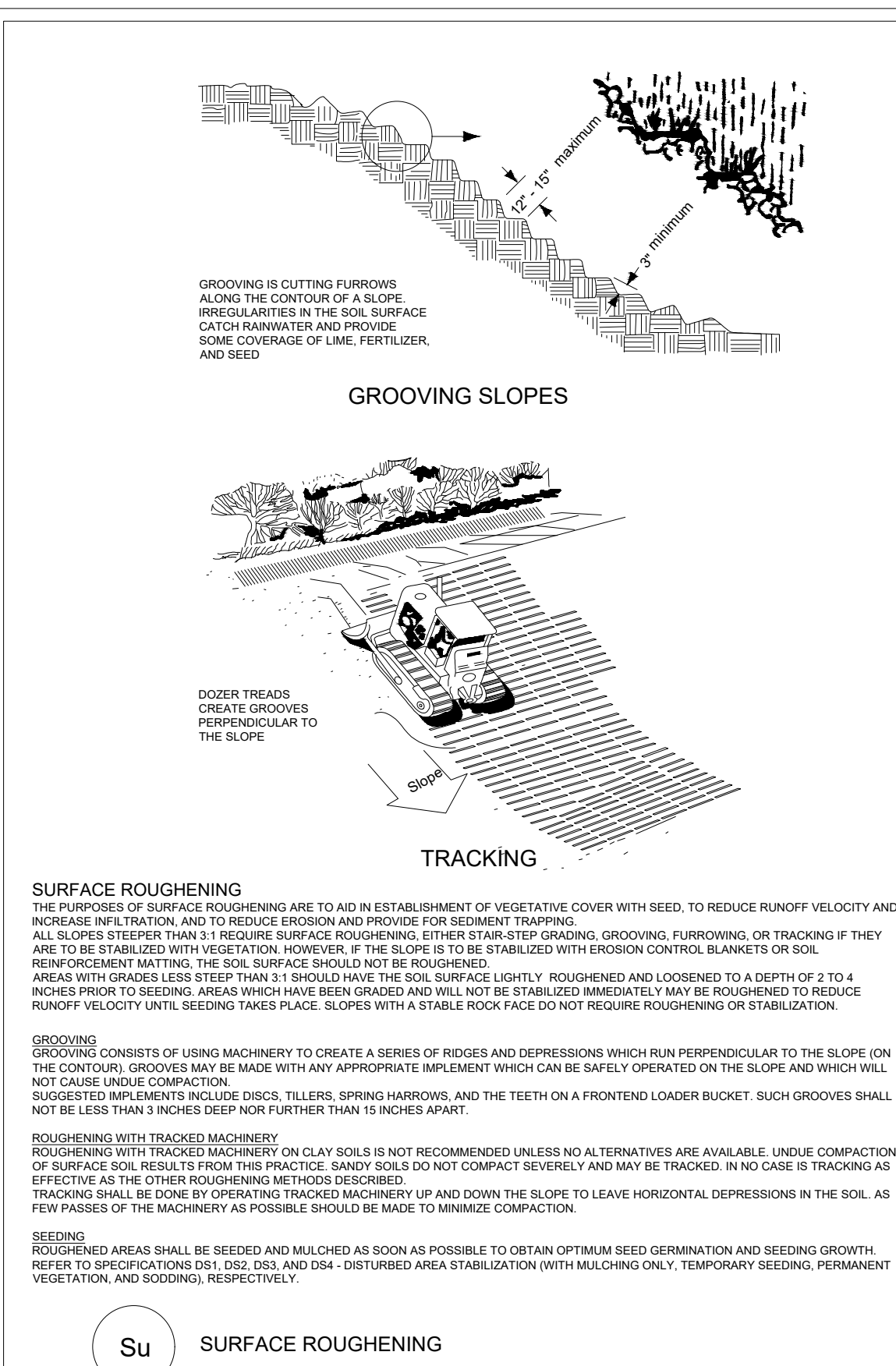
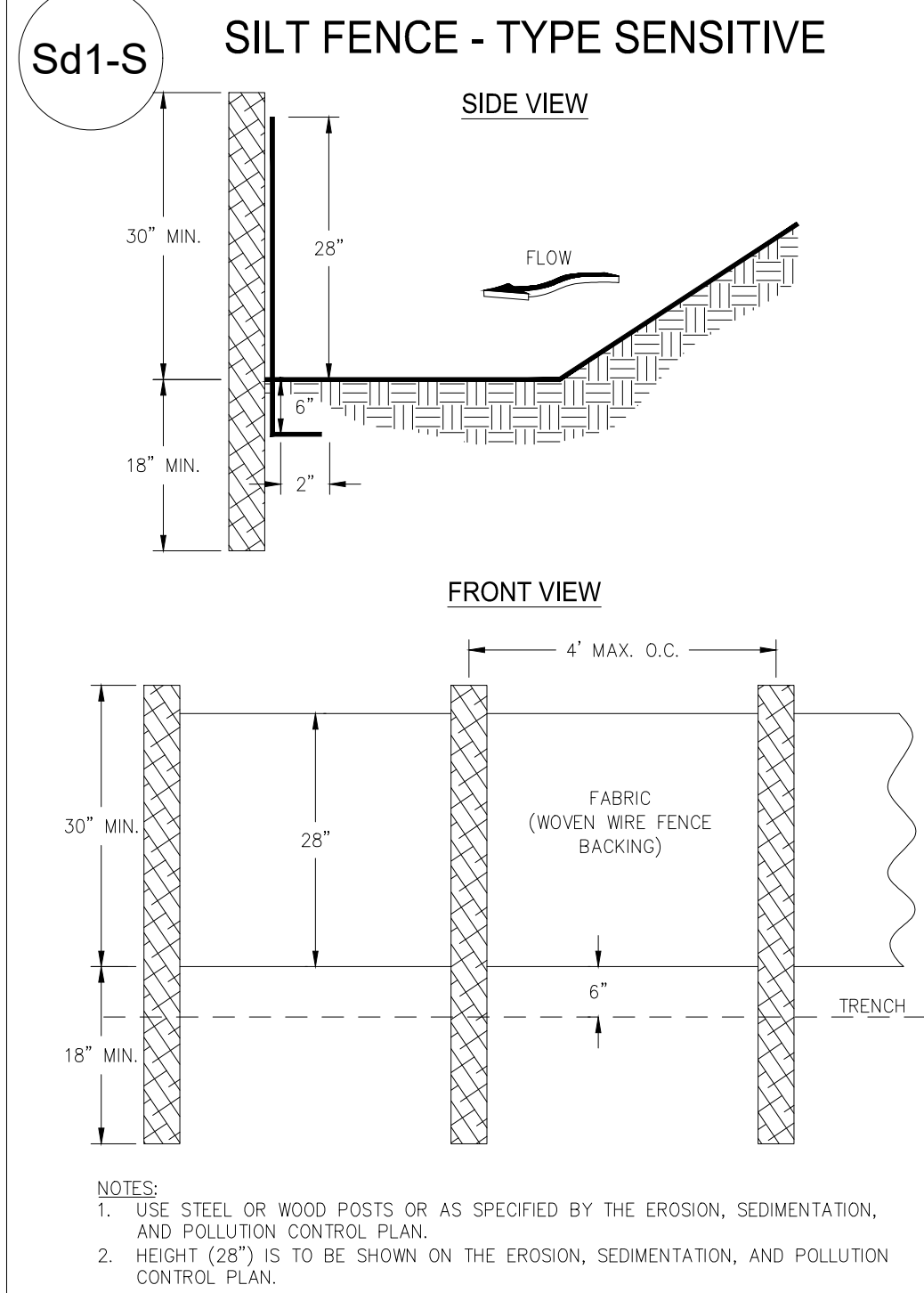


SHEET TITLE:

EROSION CONTROL NOTES

SHEET NO.:

C504

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DEFINITION
APPLYING PLANT RESIDUES OR OTHER SUITABLE MATERIALS, PRODUCED ON THE SITE IF POSSIBLE, TO THE SOIL SURFACE.
CONDITIONS

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL USED, ANCHORED, AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND 90 % COVER. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF AN AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED.

SPECIFICATIONS
MULCHING WITHOUT SEEDING
THIS STANDARD APPLIED TO GRADES OR CLEARED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDMENT COVER, BUT CAN BE STABILIZED WITH A MULCH COVER.

SITE PREPARATION
1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.
3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

MULCHING MATERIALS
SELECT ONE OF THE FOLLOWING MATERIALS AND APPLYING AT THE DEPTH INDICATED:
1. DRY STRAW OR HAY SHALL BE APPLIED AT A DEPTH OF 2 TO 4 INCHES PROVIDING COMPLETE SOIL COVERAGE. ONE ADVANTAGE OF THIS MATERIAL IS EASY APPLICATION.
2. WOOD WASTE (CHIPS, SAWDUST OR BARK) SHALL BE APPLIED AT A DEPTH OF 2 TO 3 INCHES. ORGANIC MATERIAL FROM THE CLEANING STAGE OF DEVELOPMENT SHOULD REMAIN ON SITE, BE CHIPPED, AND APPLIED AS MULCH. THIS METHOD OF MULCHING CAN GREATLY REDUCE EROSION CONTROL COSTS.
3. POLYETHYLENE FILM SHALL BE SECURED OVER BANKS OF STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION. THIS MATERIAL CAN BE SALVAGED AND REUSED.

APPLYING MULCH
WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.
1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.
3. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH
1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK." DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION. TACKIFIERS AND BINDERS CAN BE USED. PLEASE REFER TO SPECIFICATION TB-TACKIFIERS AND BINDERS. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.
3. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

Ds1 DISTURBED AREA STABILIZATION WITH MULCHING

DEFINITION
THE ESTABLISHMENT OF TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS FOR SEASONAL PROTECTION ON DISTURBED OR DENUDDED AREA.

CONDITIONS
TEMPORARY GRASSING, INSTEAD OF MULCH, CAN BE APPLIED TO ROUGH GRADED AREAS THAT WILL BE EXPOSED FOR LESS THAN SIX MONTHS. TEMPORARY VEGETATIVE MEASURES SHOULD BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMIC AND EFFECTIVE STABILIZATION. MOST TYPES OF TEMPORARY VEGETATION ARE IDEAL TO USE AS COMPANION CROPS UNTIL THE PERMANENT VEGETATION IS ESTABLISHED.

SEEDING RATES FOR TEMPORARY SEEDING

SPECIES	BROADCAST RATES		PLANTING DATES BY RESOURCE AREA	REMARKS
	RATE PER ACRE ^{1/2}	PURE LIVE SEED (PLS) PER 1000 S.F.		
BARLEY	3 BU (144 LBS)	3.3 LBS	8/15 - 11/15	14,000 SEED PER POUND. WINTER HARDY. USE ON PRODUCTIVE SOILS
LESPEDEZA SERICEA	40 LBS	0.9 LBS	2/1 - 5/1	200,000 SEED PER POUND. WINTER HARDY. USE IN MODERATE TO POOR SOILS. USE INCONJUNCTION WITH EL INSOLUANT.
LOVEGRASS WEEPING	4 LBS	0.2 LBS	5/15 - 6/15	1,500,000 SEED PER POUND. MAY LAST FOR SEVERAL YEARS. MIX WITH SERICEA LESPEDEZA.
MILLET BROWNTOP	40 LBS	0.9 LBS	4/1 - 7/1	157,000 SEED PER POUND. QUICK DENSE COVER. WILL PROVIDE EXCESSIVE COMPETITION IN MOUTHS IF SEEDING AT SEED RATE.
MILLET, PEARL	50 LBS	1.1 LBS	6/1 - 8/1	88,000 SEED PER POUND. QUICK DENSE COVER. MAY BE PLANT IN WINTER HARDY AS LONG AS ON BANK.
OATS	4 BU (128 LBS)	3.9 LBS	9/1 - 12/1	13,000 SEED PER POUND. USE ON PRODUCTIVE SOILS. NOT AS WINTER HARDY AS RYE OR BARNY.
RYE	3 BU (168 LBS)	3.9 LBS	7/15 - 12/1	18,000 SEED PER POUND. QUICK COVER. DROUGHT TOLERANT AND WINTER HARDY.
RYEGRASS, ANNUAL	40 LBS	0.9 LBS	8/1 - 5/1	227,000 SEED PER POUND. DENSE COVER. VERY COMPETITIVE AND NOT TO BE USED IN MOUTHS.
SUDANGRASS	60 LBS	1.4 LBS	6/1 - 9/1	55,000 SEED PER POUND. GOOD ON DROUGHTY SITES. NOT RECOMMENDED FOR MOUTHS.
WHEAT	3 BU (180 LBS)	4.1 LBS	9/15 - 1/1	15,000 SEED PER POUND. WINTER HARDY.

¹UNUSUAL SITE CONDITIONS MAY REQUIRE HEAVIER SEEDING RATES

²SEEDING DATES MAY NEED TO BE ALTERED TO FIT TEMPERATURE VARIATIONS AND CONDITIONS

SPECIFICATIONS

GRADING AND SHAPING

EXCESSIVE WATER RUN-OFF SHALL BE REDUCED BY PROPERLY DESIGNED AND INSTALLED EROSION CONTROL PRACTICES SUCH AS CLOSED DRAINS, DITCHES, DIKES, DIVERSIONS, SEDIMENT BARRIERS AND OTHERS.

NO SHAPING OR GRADING IS REQUIRED IF SLOPES CAN BE STABILIZED BY HAND-SEEDED VEGETATION OR IF HYDRAULIC SEEDING EQUIPMENT IS TO BE USED.

SEEDBED PREPARATION

WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED. WHEN USING CONVENTIONAL OR HANDSEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL. WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

LIME AND FERTILIZER

AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE. APPLY AGRICULTURAL LIME AT A RATE OF ONE TON PER ACRE. GRADED AREAS REQUIRE LIME APPLICATION. SOILS CAN BE TESTED TO DETERMINE IF FERTILIZER IS NEEDED. ON REASONABLY FERTILE SOILS OR SOIL MATERIAL, FERTILIZER IS NOT REQUIRED. FOR SOILS WITH VERY LOW FERTILITY, 500 TO 700 POUNDS OF 10-10-10 FERTILIZER OF THE EQUIVALENT PER ACRE (12-16 LBS./1,000 SQ. FT.) SHALL BE APPLIED.

FERTILIZER SHOULD BE APPLIED BEFORE LAND PREPARATION AND INCORPORATED WITH A DISK, RIPPER OR CHISEL.

SEEDING

SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR. SEED SHALL BE APPLIED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDRAULIC SEEDER (SLURRY INCLUDING SEED AND FERTILIZER). DRILL OR CULTIPACKER SEEDERS SHOULD NORMALLY PLACE SEED ONE-QUARTER TO ONE-HALF INCH DEEP. APPROPRIATE DEPTH OF PLANTING IS TEN TIMES THE SEED DIAMETER. SOIL SHOULD BE "RAKED" LIGHTLY TO COVER SEED WITH SOIL IF SEED BY HAND.

MULCHING

TEMPORARY VEGETATION CAN, IN MOST CASES, BE ESTABLISHED WITHOUT THE USE OF MULCH. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT TERM PROTECTION. REFER TO DS1 - DISTURBED AREA STABILIZATION (WITHOUT MULCHING ONLY).

IRRIGATION

DURING TIMES OF DROUGHT, WATER SHALL BE APPLIED AT A RATE NOT CAUSING RUNOFF AND EROSION. THE SOIL SHALL BE THOROUGHLY WETTED TO A DEPTH THAT WILL INSURE GERMINATION OF THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

Ds2 DISTURBED AREA STABILIZATION WITH TEMPORARY SEEDING

DEFINITION

THE PLANTING OF PERENNIAL VEGETATION SUCH AS TREES, SHRUBS, VINES, GRASSES, OR LEGUMES ON EXPOSED AREAS FOR FINAL PERMANENT STABILIZATION. PERMANENT PERENNIAL VEGETATION SHALL BE USED TO ACHIEVE FINAL STABILIZATION.

CONDITIONS

PERMANENT PERENNIAL VEGETATION IS USED TO PROVIDE A PROTECTIVE COVER FOR EXPOSED AREAS INCLUDING CUTS, FILLS, DAMS, AND OTHER DENUDDED AREAS.

SPECIFICATIONS

GRADING AND SHAPING

GRADING AND SHAPING MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZER EQUIPMENT IS TO BE USED. VERTICAL BANKS SHALL BE SLOPED TO ENABLE PLANT ESTABLISHMENT.

WHEN CONVENTIONAL SEEDING AND FERTILIZING ARE TO BE DONE GRADE AND SHAPE WHERE FEASIBLE AND PRACTICAL, SO THAT EQUIPMENT CAN BE USED SAFELY AND EFFICIENTLY DURING SEEDBED PREPARATION, SEEDING, MULCHING AND MAINTENANCE OF THE VEGETATION.

CONCENTRATIONS OF WATER THAT WILL CAUSE EXCESSIVE SOIL EROSION SHALL BE DIVERTED TO A SAFE OUTLET. DIVERSIONS AND OTHER TREATMENT PRACTICES SHALL CONFORM WITH THE APPROPRIATE STANDARDS AND SPECIFICATIONS.

SEEDBED PREPARATION

SEEDBED PREPARATION MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. WHEN CONVENTIONAL SEEDING IS TO BE USED, SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:

BROADCAST PLANTINGS

1. TILLAGE AT A MINIMUM, SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 INCHES; ALLEVIATE COMPACTION; INCORPORATE LIME AND FERTILIZER; SMOOTH AND FIRM THE SOIL; ALLOW FOR THE PROPER PLACEMENT OF SEED, SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.
2. TILLAGE MAY BE DONE WITH ANY SUITABLE EQUIPMENT.
3. TILLAGE SHOULD BE DONE ON THE CONTOUR WHERE FEASIBLE.
4. ON SLOPES TOO STEEP FOR THE SAFE OPERATION OF TILLAGE EQUIPMENT, THE SOIL SURFACE SHALL BE PITTED OR TRENCHED ACROSS THE SLOPE WITH APPROPRIATE HAND TOOLS TO PROVIDE TWO PLACES 6 TO 8 INCHES APART IN WHICH SEED MAY LODGE AND GERMINATE. HYDRAULIC SEEDING MAY ALSO BE USED.

INDIVIDUAL PLANTS

1. WHERE INDIVIDUAL PLANTS ARE TO BE SET, THE SOIL SHALL BE PREPARED BY EXCAVATING HOLES, OPENING FURROWS, OR DIBBLE PLANTING.
2. FOR NURSERY STOCK PLANTS, HOLES SHALL BE LARGE ENOUGH TO ACCOMMODATE ROOTS WITHOUT CROWDING.
3. WHERE PINE SEEDLINGS ARE TO BE PLANTED, SUBSOIL UNDER THE ROW 36 INCHES DEEP ON THE CONTOUR. FOUR TO SIX MONTHS PRIOR TO PLANTING. SUBSOILING SHOULD BE DONE WHEN THE SOIL IS DRY, PREFERABLY IN AUGUST OR SEPTEMBER.

PLANTING

HYDRAULIC SEEDING

MIX THE SEED (INOCULATED IF NEEDED), FERTILIZER, AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH WITH WATER AND APPLY IN A SLURRY UNIFORMLY OVER THE AREA TO BE TREATED. APPLY WITHIN ONE HOUR AFTER THE MIXTURE IS MADE.

CONVENTIONAL SEEDING

SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED. FOR BROADCAST PLANTING, USE A CULTIPACKER SEEDER, DRILL, ROTARY SEEDER, OTHER MECHANICAL SEEDER, OR HAND SEEDING TO DISTRIBUTE THE SEED UNIFORMLY OVER THE AREA TO BE TREATED. COVER THE SEED LIGHTLY WITH 1/8 TO 1/4 INCH OF SOIL FOR SMALL SEED AND 1/2 TO 1 INCH FOR LARGE SEED WHEN USING A CULTIPACKER OR OTHER SUITABLE EQUIPMENT.

NO-TILL SEEDING

NO-TILL SEEDING IS A PERMISSIBLE INTO ANNUAL COVER CROPS WHEN PLANTING IS DONE FOLLOWING MATURING OF THE COVER CROP OR IF THE TEMPORARY COVER STAND IS SPARSE ENOUGH TO ALLOW ADEQUATE GROWTH OF THE PERMANENT (PERENNIAL) SPECIES. NO-TILL SEEDING SHALL BE DONE WITH APPROPRIATE NO-TILL SEEDING EQUIPMENT. THE SEED MUST BE UNIFORMLY DISTRIBUTED AND PLANTED AT THE PROPER DEPTH.

INDIVIDUAL PLANTS

SHRUBS, VINES AND SPRIGS MAY BE PLANTED WITH APPROPRIATE PLANTERS OR HAND TOOLS. PINE TREES SHALL BE PLANTED MANUALLY IN THE SUBSOIL FURROW. EACH PLANT SHALL BE SET IN A MANNER THAT WILL AVOID CROWDING THE ROOTS. NURSERY STOCK PLANTS SHALL BE PLANTED AT THE SAME DEPTH OR SLIGHTLY DEEPER THAN THEY GREW AT THE NURSERY. THE TIPS OF VINES AND SPRIGS MUST BE AT OR SLIGHTLY ABOVE THE GROUND SURFACE. WHERE INDIVIDUAL HOLES ARE DUG, FERTILIZER SHALL BE PLACED IN THE BOTTOM OF THE HOLE, TWO INCHES OF SOIL SHALL BE ADDED AND THE PLANT SHALL BE SET IN THE HOLE.

MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDDED AREAS SHALL ACHIEVE 75% SOIL COVER. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED:

1. DRY STRAW OR DRY HAY OF GOOD QUALITY AND FREE OF WEED SEEDS CAN BE USED. DRY STRAW SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. DRY HAY SHALL BE APPLIED AT A RATE OF 2 1/2 TONS PER ACRE.
2. WOOD CELLULOSE MULCH OR WOOD PULP FIBER SHALL BE USED WITH HYDRAULIC SEEDING. IT SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE. DRY STRAW OR DRY HAY SHALL BE APPLIED (AT THE RATE INDICATED ABOVE) AFTER HYDRAULIC SEEDING.
3. ONE THOUSAND POUNDS OF WOOD CELLULOSE OR WOOD PULP FIBER, WHICH INCLUDES A TACKIFIER, SHALL BE USED WITH HYDRAULIC SEEDING ON SLOPES OF 3/4: 1 OR STEEPER.
4. SERICEA LESPEDEZA HAY CONTAINING MATURE SEED SHALL BE APPLIED AT A RATE OF THREE TONS PER ACRE.
5. PINE STRAW OR PINE BARK SHALL BE APPLIED AT A THICKNESS OF 3 INCHES FOR BEDDING PURPOSES. OTHER SUITABLE MATERIALS IN SUFFICIENT QUANTITY MAY BE USED WHERE ORNAMENTALS OR OTHER GROUND COVERS ARE PLANTED. THIS IS NOT APPROPRIATE FOR SEEDDED AREAS.
6. WHEN USING TEMPORARY EROSION CONTROL BLANKETS OR BLOCK SOD, MULCH IS NOT REQUIRED.
7. BITUMINOUS TREATED ROVING MAY BE APPLIED ON PLANTED AREAS ON SLOPES, IN DITCHES OR DRY WATERWAYS TO PREVENT EROSION. BITUMINOUS TREATED ROVING SHALL BE APPLIED WITHIN 24 HOURS AFTER AN AREA HAS BEEN PLANTED. APPLICATION RATES AND MATERIALS MUST MEET GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

WOOD CELLULOSE AND WOOD PULP FIBERS SHALL NOT CONTAIN GERMINATION OR GROWTH INHIBITING FACTORS. THEY SHALL BE EVENLY DISPERSED WHEN AGITATED IN WATER. THE FIBERS SHALL CONTAIN A DYE TO ALLOW VISUAL METERING AND AID IN UNIFORM APPLICATION DURING SEEDING.

APPLY MULCH

STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING AND/OR PLANTING. THE MULCH MAY BE SPREAD BY BLOWER-TYPE SPREADING EQUIPMENT, OTHER SPREADING EQUIPMENT OR BY HAND. MULCH SHALL BE APPLIED TO COVER 75% OF THE SOIL SURFACE.

WOOD CELLULOSE OR WOOD FIBER MULCH SHALL BE APPLIED UNIFORMLY WITH HYDRAULIC SEEDING EQUIPMENT.

ANCHORING MULCH

ANCHOR STRAW OR HAY MULCH IMMEDIATELY AFTER APPLICATION BY ONE OF THE FOLLOWING METHODS:

1. HAY AND STRAW MULCH SHALL BE PRESSED INTO THE SOIL IMMEDIATELY AFTER THE MULCH IS SPREAD. A SPECIAL "PACKER DISK" OR DISK HARROW WITH THE DISKS SET STRAIGHT MAYBE USED. THE DISKS MAYBE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISKS SHALL BE DULL ENOUGH TO PRESS THE MULCH INTO THE GROUND WITHOUT CUTTING IT. LEAVING MUCH OF IT IN AN ERECT POSITION. MULCH SHALL NOT BE PLOWED INTO THE SOIL.
2. SYNTHETIC TACKIFIERS OR BINDERS APPROVED BY GDOT SHALL BE APPLIED IN CONJUNCTION WITH OR IMMEDIATELY AFTER THE MULCH IS PAVED. SYNTHETIC TACKIFIERS SHALL BE MIXED AND APPLIED ACCORDING TO MANUFACTURER'S SPECIFICATIONS. REFER TO TB-TACKIFIERS AND BINDERS.
3. RYE OR WHEAT CAN BE INCLUDED WITH FALL AND WINTER PLANTINGS TO STABILIZE THE MULCH. THEY SHALL BE APPLIED AT A RATE OF ONE-QUARTER TO ONE HALF BUSHEL PER ACRE.
4. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH MAY BE NEEDED TO ANCHOR STRAW OR HAY MULCH ON UNSTABLE SOILS AND CONCENTRATED FLOW AREAS. THESE MATERIALS SHALL BE INSTALLED AND ANCHORED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

IRRIGATION

IRRIGATION SHALL BE APPLIED AT A RATE THAT WILL NOT CAUSE RUNOFF.

SEEDING RATE FOR PERMANENT SEEDING

SPECIES	BROADCAST RATES		PLANTING DATES BY RESOURCE AREA	REMARKS
	RATE PER ACRE ^{1/2}	PURE LIVE SEED (PLS) PER 1000 S.F.		
BAHA, WILMINGTON	60 LBS	1.4 LBS	1/1 - 12/31	186,000 SEED PER POUND. LOW GROWING. SOD FORMING. SLOW TO ESTABLISH. PLANT WITH A COMPANION CROP. WILL SPREAD INTO BERMUDA PASTURES AND LAWNS. MIX WITH SERICEA LESPEDEZA OR WEEPING LOVGRASS.
BERMUDA	40 DU. LT. OR 500 POUNDS 3FT X 3FT	0.9 CU. FT. OR 500 POUNDS 3FT X 3FT	5/15 - 7/15	4 CUBIC FEET CONTAINS APPROXIMATELY 650 SPRIGS. A BUSHEL CONTAINS 1.25 CUBIC FEET OR APPROXIMATELY 800 SPRIGS.
CENTPEDE	BLOCK SOD ONLY		11/1 - 5/31	DROUGHT TOLERANT. FULL SUN OR PARTIAL SHADE. EFFECTIVE ADJACENT TO CONCRETE AND IN CONCENTRATED FLOW AREAS. IRRIGATION IS NEEDED UNTIL FULLY ESTABLISHED. DO NOT PLANT NEAR PASTURES. WINTER HARDY AS FAR AS NORTH ATLANTA AND ATLANTA.
FESCUE, TALL	50 LBS	1.1 LBS	9/1 - 4/31 & 8/1 - 10/30	227,000 SEED PER POUND. USE ALONE ONLY ON BETTER SITES. MIX WITH PERENNIAL LESPEDEZA OR CROWN VETCH. APPLY TOPDRESSING IN SPRING FOLLOWING FALL PLANTINGS. NOT FOR HEAVY USE AREAS OR ATHLETIC FIELDS.
LESPEDEZA SERICEA	75 LBS	1.7 LBS	1/1 - 12-31	550,000 SEED PER POUND. WIDELY ADAPTED. LOW MAINTENANCE. MIX WITH WEEPING LOVGRASS, COMMON BERMUDA, BAHIA, OR TALL FESCUE. TAKES 10 TO 15 YEARS TO BECOME FULLY ESTABLISHED. EXCELLENT ON ROADWAYS. INOCULANT SEED WITH EL INSOLUANT.
LOVGRASS, WEEPING	4 LBS	0.2 LBS	4/15 - 6/15	1,500,000 SEED PER POUND. QUICK COVER. DROUGHT TOLERANT. GROWS WELL WITH SERICEA LESPEDEZA ON ROADWAYS.

¹Unusual site conditions may require heavier seeding rates

²Seeding dates may need to be altered to fit temperature variations and conditions

Ds3 DISTURBED AREA STABILIZATION WITH PERMANENT SEEDING

APPROPRIATE SOD VARIETIES FOR ATLANTA

GRASS	VARIETY	GROWING SEASON
BERMUDA	COMMON TIFWAY TIFGREEN, TIFLAWN	WARM WEATHER
BAHIA	PENSACOLA	WARM WEATHER
CENTPEDE	---	WARM WEATHER
ZOYSIA	EMERALD MEYER	WARM WEATHER
TALL FESCUE	KENTUCKY	COOL WEATHER

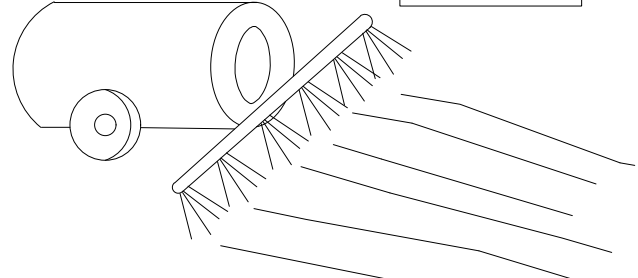
SOIL PREPARATION
BRING SOIL SURFACE TO FINAL GRADE. CLEAR SURFACE OF TRASH, WOODY DEBRIS, STONES AND CLODS LARGER THAN 1". APPLY SOD TO SOIL SURFACES ONLY AND NOT FROZEN SURFACES. OR GRAVEL TYPE SOILS. MIX FERTILIZER INTO SOIL SURFACE. FERTILIZE BASED ON SOIL TESTS OR GENERAL APPLICATION OF 10-10-10 @ 1000 LBS PER ACRE (1 LB /40 SQ. FT.) AGRICULTURAL LIME SHOULD BE APPLIED BASED ON SOIL TESTS OR AT A RATE OF 1 TO 2 TONS / ACRE.

Ds4 STABILIZATION WITH SODDING

GRASS TYPE	PLANTING YEAR	FERTILIZER (NPK)	RATE (LBS/ ACRE)	NITROGEN TOP DRESSING (LBS/ ACRE)
COOL SEASON GRASSES	1ST	6-12-12	1500	50-100
	2ND	6-12-12	1000	---
	MAINTENANCE	10-10-10	400	30
WARM SEASON GRASSES	1ST	6-12-12	1500	50-100
	2ND	6-12-12	800	50-100
	MAINTENANCE	10-10-10	400	30

FERTILIZER RATES FOR PERMANENT VEGETATION (Ds-3)

Du DUST CONTROL



TEMPORARY METHODS
MULCHES. SEE STANDARD DS1 - DISTURBED AREA STABILIZATION (WITH MULCHING ONLY). SYNTHETIC RESINS MAY BE USED INSTEAD OF ASPHALT TO BIND MULCH MATERIAL. REFER TO STANDARD TB-TACKIFIERS AND BINDERS. RESINS SUCH AS CURASOL OR TERRATAK SHOULD BE USED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

VEGETATIVE COVER. SEE STANDARD DS2 - DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING).

SPRAY-ON ADHESIVES. THESE ARE USED ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS). KEEP TRAFFIC OFF THESE AREAS. REFER TO STANDARD TB-TACKIFIERS AND BINDERS.

TILLAGE. THIS PRACTICE IS DESIGNED TO ROUGHEN AND BRING CLODS TO THE SURFACE. IT IS AN EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE WIND EROSION STARTS.

IRRIGATION. THIS IS GENERALLY DONE AS AN EMERGENCY TREATMENT. SITE IS SPRINKLED WITH WATER UNTIL THE SURFACE IS WET. REPEAT AS NEEDED.

BARRIERS. SOLID BOARD FENCES, SNOWFENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY AND SIMILAR MATERIAL CAN BE USED TO STOP WIND, AIR CURRENTS AND SOIL BLOWING. BARRIERS PLACED AT RIGHT ANGLES TO PREVAILING CURRENTS AT INTERVALS OF ABOUT 15 TIMES THEIR HEIGHT ARE EFFECTIVE IN CONTROLLING WIND EROSION.

CALCIUM CHLORIDE. APPLY AT RATE THAT WILL KEEP SURFACE MOIST. MAY NEED RETREATMENT.

PERMANENT METHODS
PERMANENT VEGETATION. SEE STANDARD DS3-DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION). EXISTING TREES AND LARGE SHRUBS MAY AFFORD VALUABLE PROTECTION IF LEFT IN PLACE.

TOPSOILING. THIS ENTAILS COVERING THE SURFACE WITH LESS EROSION SOIL MATERIAL. SEE STANDARD TP - TOPSOILING.

STONE. COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL. SEE STANDARD CR-CONSTRUCTION ROAD STABILIZATION.

VEGETATION NOTES

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. TEMPORARY GRASSING, INSTEAD OF MULCH, CAN BE APPLIED TO ROUGH GRADED AREAS THAT WILL BE EXPOSED FOR LESS THAN SIX MONTHS. IF AN AREA IS EXPECTED TO BE UNDISTURBED FOR LONGER THAN SIX MONTHS, PERMANENT PERENNIAL VEGETATION SHALL BE USED. IF OPTIMUM PLANTING CONDITIONS FOR TEMPORARY GRASSING IS LACKING, MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, ANCHORED, AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. REFER TO SPECIFICATION DS1-DISTURBED AREA STABILIZATION (WITH MULCHING ONLY).

WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED. WHEN USING CONVENTIONAL OR HANDSEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL. WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

LIME AND FERTILIZER (TEMPORARY VEGETATION, DS-2)

AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE. APPLY AGRICULTURAL LIME AT A RATE OF ONE TON PER ACRE. GRADED AREAS REQUIRE LIME APPLICATION. SOILS CAN BE TESTED TO DETERMINE IF FERTILIZER IS NEEDED. ON REASONABLY FERTILE SOILS OR SOIL MATERIAL, FERTILIZER IS NOT REQUIRED. FOR SOILS WITH VERY LOW FERTILITY, 500 TO 700 POUNDS OF 10-10-10 FERTILIZER OR THE EQUIVALENT PER ACRE (12-16 LBS./1,000 SQ. FT.) SHALL BE APPLIED. FERTILIZER SHOULD BE APPLIED BEFORE LAND PREPARATION AND INCORPORATED WITH A DISK, RIPPER OR CHISEL.

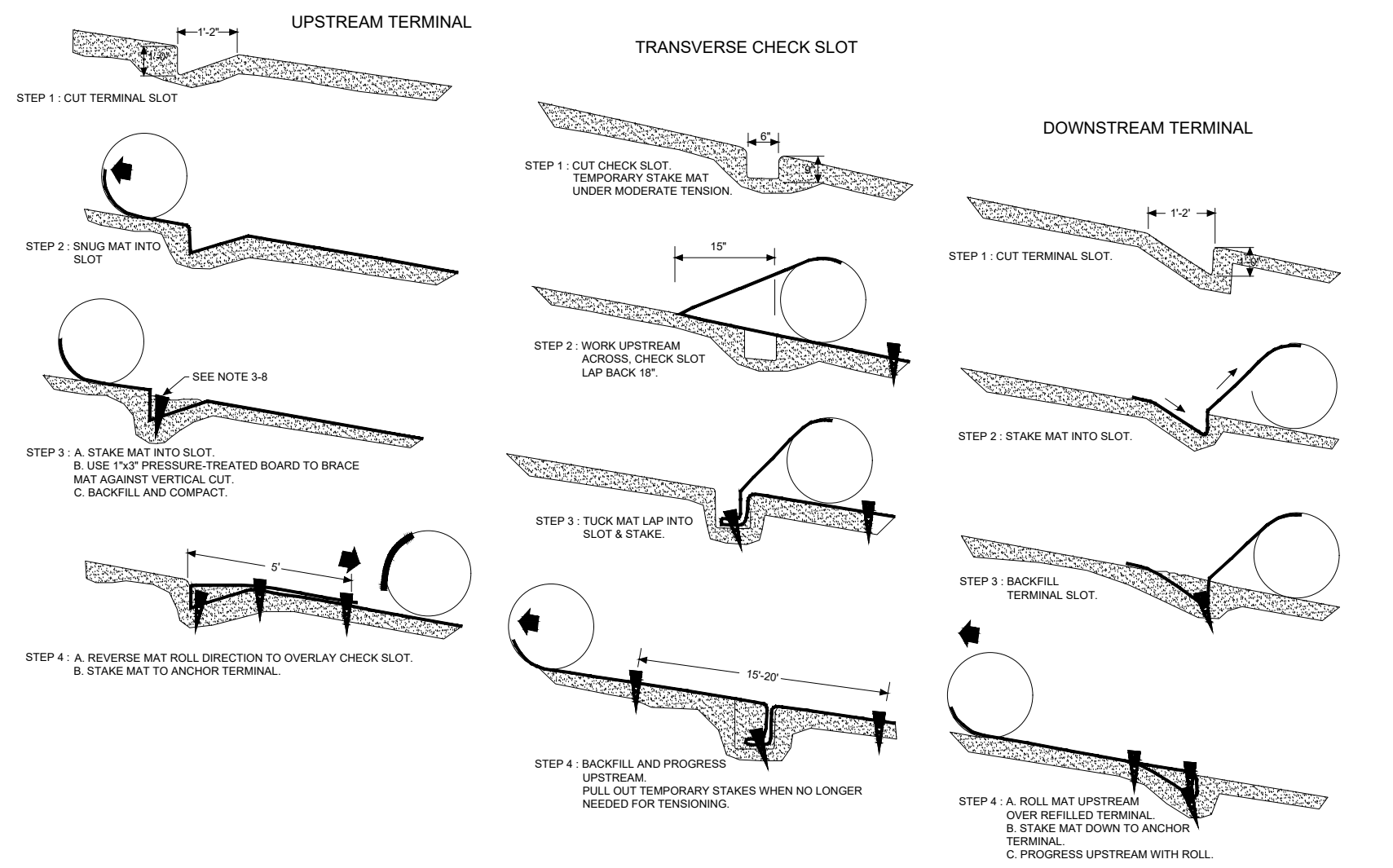
LIME AND FERTILIZER RATES AND ANALYSIS (PERMANENT VEGETATION, DS-3)

AGRICULTURAL LIME IS REQUIRED AT THE RATE OF ONE TO TWO TONS PER ACRE UNLESS SOIL TESTS INDICATE OTHERWISE. GRADED AREAS REQUIRE LIME APPLICATION. IF LIME IS APPLIED WITHIN SIX MONTHS OF PLANTING PERMANENT PERENNIAL VEGETATION, ADDITIONAL LIME IS NOT REQUIRED. AGRICULTURAL LIME SHALL BE WITHIN THE SPECIFICATIONS OF THE GEORGIA DEPARTMENT OF AGRICULTURE. INITIAL FERTILIZATION, NITROGEN, TOPDRESSING, AND MAINTENANCE FERTILIZER REQUIREMENTS FOR EACH SPECIES OR COMBINATION OF SPECIES ARE LISTED IN TABLE 6-5.1.

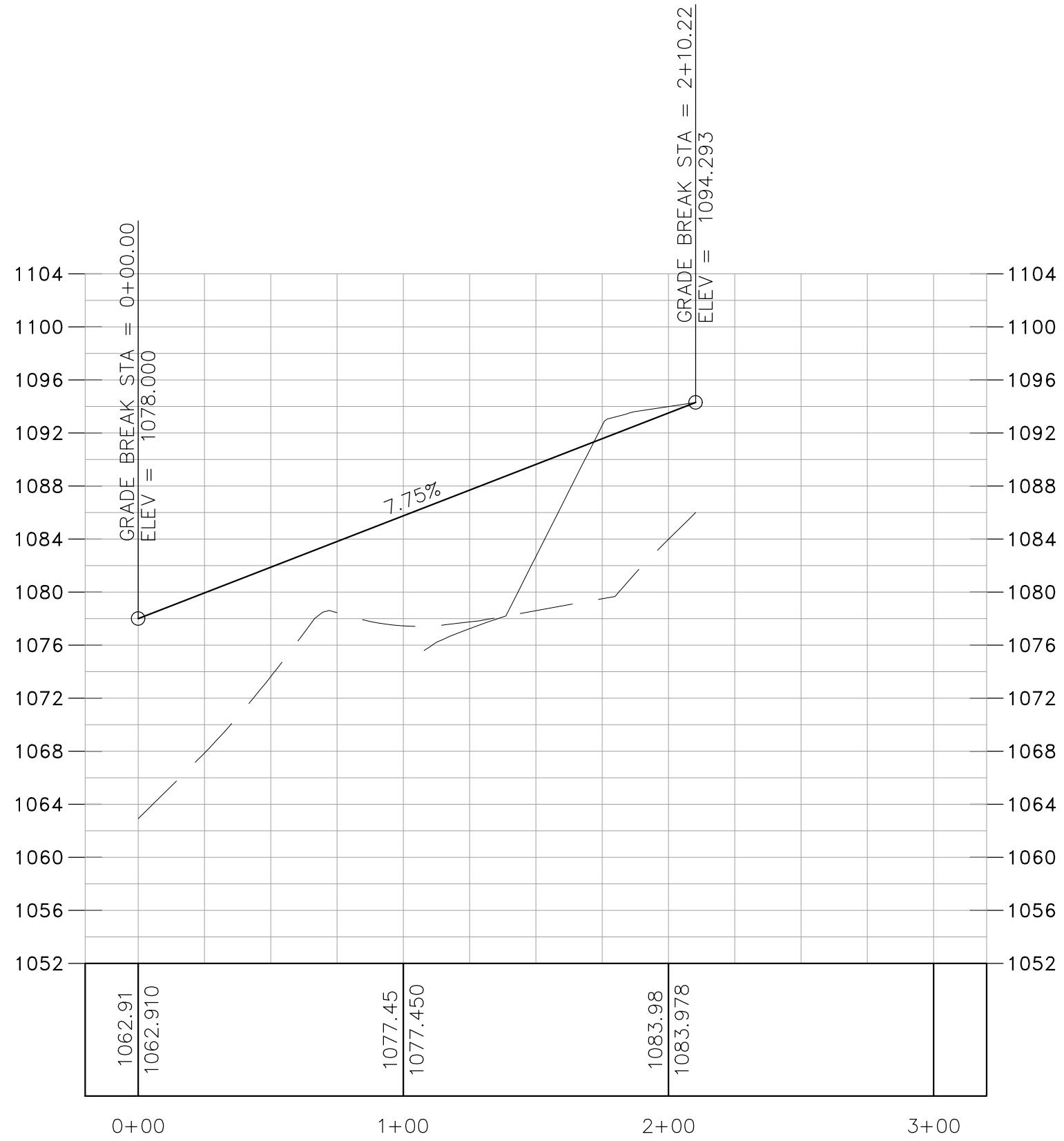
MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDDED AREAS SHALL ACHIEVE 75% SOIL COVER. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED:

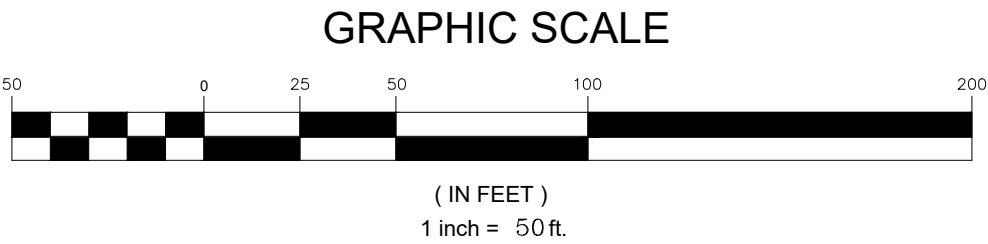
1. DRY STRAW OR DRY HAY OF GOOD QUALITY AND FREE OF WEED SEEDS CAN BE USED. DRY STRAW SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. DRY HAY SHALL BE APPLIED AT A RATE OF 2 1/2 TONS PER ACRE.
2. WOOD CELLULOSE MULCH OR WOOD PULP FIBER SHALL BE USED WITH HYDRAULIC SEEDING. IT SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE. DRY STRAW OR DRY HAY SHALL BE APPLIED (AT THE RATE INDICATED ABOVE) AFTER HYDRAULIC SEEDING.
3. ONE THOUSAND POUNDS OF WOOD CELLULOSE OR WOOD PULP FIBER, WHICH INCLUDES A TACKIFIER, SHALL BE USED WITH HYDRAULIC SEEDING ON SLOPES 3/4: 1 OR STEEPER.
4. SERICEA LESPEDEZA HAY CONTAINING MATURE SEED SHALL BE APPLIED AT A RATE OF THREE TONS PER ACRE.
5. PINE STRAW OR PINE BARK SHALL BE APPLIED AT A THICKNESS OF 3 INCHES FOR BEDDING PURPOSES. OTHER SUITABLE MATERIALS IN SUFFICIENT QUANTITY MAY BE USED WHERE ORNAMENTALS OR OTHER GROUND COVERS ARE PLANTED. THIS IS NOT APPROPRIATE FOR SEEDDED AREAS.
6. WHEN USING TEMPORARY EROSION CONTROL BLANKETS OR BLOCK SOD, MULCH IS NOT REQUIRED.
7. BITUMINOUS TREATED ROVING MAY BE APPLIED ON PLANTED AREAS ON SLOPES, IN DITCHES OR DRY WATERWAYS TO PREVENT EROSION. BITUMINOUS TREATED ROVING SHALL BE APPLIED WITHIN 24 HOURS AFTER AN AREA HAS BEEN PLANTED. APPLICATION RATES AND MATERIALS MUST MEET GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.



C:\22000\22101 - VILLA RICA BYPASS - ASTRA GRADING\CIVIL\DESIGN\DESIGN5-FILL Volume.dwg 3/14/2023 10:28 AM



CR ROAD
VERTICAL SCALE: 10.00
HORIZONTAL SCALE: 50.00



NOTE: PROPOSED GRADES BASED OFF VILLA RICA BYPASS

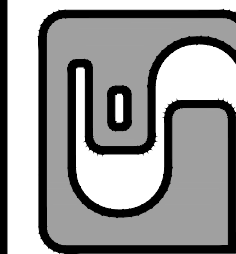
GSWCC LEVEL II CERTIFICATION NUMBER
GEORGIA REGISTRATION NO. GA #3422

VILLA RICA BY PASS
FILL AREA
LOCATED IN LAND LOTS 193 & 194
6TH DISTRICT
CITY OF VILLA RICA, GEORGIA



SHEET TITLE:
CONSTRUCTION
ROAD
PROFILE

SHEET NO.:
C601

**southland**
ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

PROJECT NO.: 22101	
DATE: 3/14/23	
REVISIONS:	DESCRIPTION
1	
2	
3	
4	
5	
6	

**EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
STAND ALONE CONSTRUCTION PROJECTS**

SWCD: _____

Project Name: VILLA RICA BYPASS FILL SITE

Address: VILLA RICA BYPASS, VILLA RICA, GA 30180

City/County: CITY OF VILLA RICA

Date on Plans: 3/14/23

Name & email of person filling out checklist: LAUREN NOLL (lsimonson@southlandengineers.com)

Plan **Included**

Page # **Y/N**

TO BE SHOWN ON ES&PC PLAN

- | | | |
|------|--------------------------|--|
| C505 | ☐ | 1 The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
(The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed) |
| ALL | ☐ | 2 Level II certification number issued by the Commission, signature and seal of the certified design professional.
(Signature, seal and level II number must be on each sheet pertaining to ES&PC plan or the Plan will not be reviewed) |
| C507 | ☐ | 3 Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the GAEPD District Office. If GAEPD approves the request to disturb 50 acres or more at any one time, the Plan must include at least 4 of the BMPs listed in Appendix 1 of this checklist and the GAEPD approval letter. *
(A copy of the written approval by GAEPD must be attached to the plan for the Plan to be reviewed.) |
| C001 | ☐ | 4 The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls. |
| C507 | ☐ | 5 Provide the name, address, email address, and phone number of primary permittee. |
| C507 | ☐ | 6 Note total and disturbed acreages of the project or phase under construction. |
| C001 | ☐ | 7 Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees. |
| C001 | ☐ | 8 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions. |
| C507 | ☐ | 9 Description of the nature of construction activity and existing site conditions. |
| C001 | ☐ | 10 Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary. |
| C507 | ☐ | 11 Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected. |
| C507 | ☐ | 12 Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit. |
| C507 | ☐ | 13 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV page 19 of the permit. * |
| C507 | ☐ | 14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation."
in accordance with Part IV.A.5 page 25 of the permit. * |
| C507 | ☐ | 15 Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits." |
| C507 | ☐ | 16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required. |
| C507 | ☐ | 17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." * |

- | | | |
|------|--|--|
| C507 | | 18 Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." * |
| C504 | | 19 Clearly note statement that "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." |
| C504 | | 20 Clearly note statement that "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." |
| C504 | | 21 Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding." |
| C507 | | 22 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. * |
| C507 | | 23 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in Item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. * |
| C507 | | 24 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. * |
| C507 | | 25 Provide BMPs for the remediation of all petroleum spills and leaks. |
| C507 | | 26 Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. * |
| C507 | | 27 Description of practices to provide cover for building materials and building products on site. * |
| C507 | | 28 Description of the practices that will be used to reduce the pollutants in storm water discharges. * |
| C504 | | 29 Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization). |
| C507 | | 30 Provide complete requirements of Inspections and record keeping by the primary permittee. * |
| C507 | | 31 Provide complete requirements of Sampling Frequency and Reporting of sampling results. * |
| C507 | | 32 Provide complete details for Retention of Records as per Part IV.F. of the permit. * |
| C507 | | 33 Description of analytical methods to be used to collect and analyze the samples from each location. * |
| C507 | | 34 Appendix B rationale for NTU values at all outfall sampling points where applicable. * |
| C507 | | 35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged. * |
| C504 | | 36 A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. * |

ALL		37	Graphic scale and North arrow.						
C502		38	Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:						
			<table><tr><td>Map Scale</td><td>Ground Slope</td><td>Contour Intervals, ft.</td></tr><tr><td>1 inch = 100ft or larger scale</td><td>Flat 0 - 2% Rolling 2 - 8% Steep 8% +</td><td>0.5 or 1 1 or 2 2,5 or 10</td></tr></table>	Map Scale	Ground Slope	Contour Intervals, ft.	1 inch = 100ft or larger scale	Flat 0 - 2% Rolling 2 - 8% Steep 8% +	0.5 or 1 1 or 2 2,5 or 10
Map Scale	Ground Slope	Contour Intervals, ft.							
1 inch = 100ft or larger scale	Flat 0 - 2% Rolling 2 - 8% Steep 8% +	0.5 or 1 1 or 2 2,5 or 10							
C507		39	Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by GAEPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.georgia.gov .						
C507		40	Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *						
C507		41	Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to state waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.						
C507		42	Delineation of on-site wetlands and all state waters located on and within 200 feet of the project site.						
C502		43	Delineation and acreage of contributing drainage basins on the project site.						
N/A		44	Provide hydrology study and maps of drainage basins for both the pre- and post-developed conditions. *						
C507		45	An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.						
N/A		46	Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.						
C501		47	Soil series for the project site and their delineation.						
C507		48	The limits of disturbance for each phase of construction.						
C502		49	Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual included for structural BMPs and all calculations used by the storage design professional to obtain the required sediment when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.						
C501-C503		50	Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.						
C504-C505		51	Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.						
C504,C506		52	Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of the year that seeding will take place and for the appropriate geographic region of Georgia.						

* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.

Effective January 1, 2023