

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 MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
August 8, 2023 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Pastor Frank Hudson)

Pledge of Allegiance (Officer, Davion Bugg)

Ceremonial Presentations (Mayor & Council)

- Retirement Presentation for Dorothy Worthan
- Recognizing Christopher Rowan for 10 years with the Villa Rica Police Department.
- Recognizing William Walton for 5 years with the Villa Rica Police Department.
- Recognizing Shane Shepherd for 5 years with the Villa Rica Police Department.

Adoption of the Agenda (Mayor Gil McDougal)

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

Council Updates (Subjects of General Interest and Concern)

Consent Agenda (Mayor Gil McDougal)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. FY24 Medical and Ancillary Insurance Renewal (Wendell Strickland, CEO of Strongside Solutions)
2. FY24 Insurance Premium Rates (Lena Taylor, Director)
3. Temporary Placement of Signage for the Rodeo Organized by Clint Chance (Tom Barber, City Manager)
4. Employee Training: Implicit Bias (C. David Mecklin, City Attorney)
5. Cost for Lighting along Mirror Lake Blvd., Pathway (C. David Mecklin, City Attorney)
6. Revision to Code of Ordinances - Villa Rica Fats, Oils and Grease Policy (Kevin Drummond, Attorney for Planning & Zoning Commission)

7. Temporary Signage for Fund Raiser Sponsored by the Villa Rica Lions Club and Golden City Lion's Club (Tom Barber, City Manager)
8. Final Plat Approval for Conners Landing, (Bobby Elliott, PE)
9. Final Plat Approval Charleston Place Phase III (Bobby Elliott, P.E.)
10. New Christmas Decor for Downtown
11. Three Rivers Commission Area on Aging Contract for Services Fiscal Year 2024
12. Purchase of Four (4) Ford Utility Interceptor (Explorers) at State Contract Pricing
13. Tree Removal & Stump Grinding in Berkley & Reid Plantation Subdivisions & Conners Rd (Ethan Waits, Solid Waste Manager)
14. Scheduling of City-Wide Cleanup for October 9 through October 20, 2023 (Two Total Weeks)
15. Conners Road Park Engineering by Falcon Design
16. Approval of Placer.ai, Marketing Development Tool
17. Design of South Street Improvements with Georgia & West
18. Development of Carroll County Incentives Policy
19. Disclosure Notification by Stephens for Urban Redevelopment Agency Bonds

A. Governing Body (Mayor Gil McDougal)

1. Approval of April 11, 2023 Minutes
2. Approval of May 9, 2023 Minutes

B. Community Development (Tracy Jarvis, Director)

1. Amendment to Section 2.02 and 11.05 of the Villa Rica Zoning Ordinance in order to establish the Joint City/School Board Committee and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
2. VA-06-23 - 395 W. Bankhead Highway - Variance to Reduce the Number of Required Drive-Thru Queuing Spaces and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
3. VA-04-23 - 924 Carrollton-Villa Rica Highway- Variance to Permit Gravel Parking and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
4. Amendment to Section 8.27 *Liquor Stores, Package Stores, and Liquor Outlets* of the Villa Rica Zoning Ordinance and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

C. Finance (Jennifer Hallman, Finance Director)

1. Financial Update: June 2023
2. Prerequisite Resolution to Exercise Urban Redevelopment Powers (C. David Mecklin, City Attorney)
3. Redevelopment Plan Amendment and Public Hearing (C. David Mecklin, City Attorney)

City Manager's Report (Tom Barber)

- Utility Update

Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Insurance Renewal Agreements

AGENDA DATE: August 8, 2023

DATE PREPARED: August 1, 2023

PREPARED BY: Wendell Strickland, Lena Taylor, Sarah Andrews

AMOUNT: Medical Renewal \$107,680; Expanded Rx List - \$4,681

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

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

BACKGROUND:

Strongside Solutions marketed all lines of insurance for the 10-1-2023 renewal. The medical and ancillary lines of coverage are now set for a 12-month period renewing 10-1-2024. This new insurance effective date will align the City of Villa Rica's insurance plan year with our fiscal year. Strongside Solutions marketed Fully Insured and Level Funded medical insurance plans and all ancillary plans for the 10-1-2023 renewal.

The 10-1-2023 medical renewal was a 9% increase or \$169,298 increase Annually. Strongside Solutions negotiated the renewal down to 3.6% increase or \$67,937 Annually. Strongside provided a network analysis that indicated Aetna would generate better access, more network facilities, and greater discounts. The repricing analysis indicated a \$181,827 in claims savings. The additional Aetna network rental fees are \$39,743.

Strongside Solutions also recommends including an expanded preventive medication list to help employees obtain their maintenance medications for \$0 to drive adherence to standards of care.

Strongside Solutions negotiated 0% increase on Dental, Vision, Voluntary Life, Short Term Disability, Long Term Disability, Accident and Critical Illness lines of coverage and a -21.6% decrease for Basic Life. All lines with a 24-month rate lock.

The City of Villa Rica has also made the following plan enhancements aimed at improving medical insurance coverage for our valued employees and their families:

- Reduce the Specialty copay from \$15 to \$10.
- Reduce Urgent Care from \$25 to \$20.

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

- Offer a dual option dental plan to include adult orthodontia services.

Below are the documents for insurance plan renewal from 10-1-2023 to 9-30-2024, with a slight premium increase:

Documents to be approved:

- Health and Dental Insurance Premiums
- Allied Administrative Service Agreement
- Aetna Services Agreement
- Stop Loss Application
- Plan Documents

IMPACT:

We believe by making these changes we will receive similar or improved coverages, lower costs and stability in the product and carrier selections. These changes will allow the City of Villa Rica the ability to keep these coverages in place longer with minimal impact to your employees.

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the City Manager to sign the agreements listed above for plan year to be effective October 1, 2023, through September 30, 2024 and authorize renewal of all other lines of coverage as current.



Weight management is synonymous with lifestyle management

If you want to lose weight and enjoy a manageable lifestyle, read >>>>

Today, about 65% of adults and 15% of children and adolescents in the US are overweight or obese. The physiological mechanism causing the increase in obesity is no mystery: **Americans eat more calories than they burn, and the excess calories are stored as fat.**

The sedentary lifestyle along with sizable portion, high calorie, low nutritional value, fast-food, packaged, or processed foods have contributed to the added weight of Americans starting in the early 90s. We need to eat healthier, less calories, and have more activity-like exercise.

Weight loss drugs do not make you lose weight. Weight loss drugs work by helping individuals decrease caloric intake by decreasing appetite and/or increase satiety. Some of the newer drugs slow gastric motility so you feel uncomfortable if you eat too much. The bottom line is that if you do not want to become obese or want to lose weight you must consume less calories. You need to commit to a lifestyle change that you can sustain.

Good calories and bad calories. You should try to consume good calories like our ancestors. Obesity is a recent phenomenon. People in rural areas tend to be leaner than people in a city environment who tend to be more overweight due to lifestyle, dining out, and packaged or processed foods. It is better to eat lean and green meals which you should buy and prepare on your own which include: 5–7 ounces of cooked lean protein like fish, chicken, egg, turkey, or soy, along with 3 servings of non-starchy vegetables like lettuce, greens, celery, or cucumbers. The Mediterranean diet is also a healthy diet inspired by the eating patterns of countries like Italy, Spain, and Greece. A well-rounded Mediterranean diet includes plenty of fruits, vegetables, whole grains, nuts, seeds, proteins, and healthy fats. This is not dieting because dieting never works long-term.

Intermittent fasting works. The practice of intermittent fasting involves limiting your intake of foods and calorie-containing beverages to a set window of 8 hours per day. You abstain from food for the remaining 16 hours, though you are still allowed to drink water and other no-calorie beverages, like plain coffee or tea. This will help a lot of people lose weight – it works like this; after hours without food, the body exhausts its sugar stores and starts burning fat. In today's world the TV, the internet and other entertainment are available 24/7. We stay awake for longer hours to catch our favorite shows, play games and chat online. We're sitting and snacking all day and most of the night. This type of behavior increases caloric intake with less physical activity.

How much weight should you lose? According to many experts, losing **1–2 pounds (0.45–0.9 kg) per week** is a healthy and safe rate. Losing more than that is considered too fast and could put you at risk of many health problems, including muscle loss, gallstones, nutritional deficiencies, and a drop in metabolism. Also, slow weight loss allows your skin to readjust, although too much weight loss, even slow weight loss, not all the skin can be reabsorbed.

Medications:	Tier	PA	Cost/Month
phentermine 15mg, 30mg and 37.5mg	1	no	\$20
Qsymia	2	yes	\$191
Saxenda	3	yes	\$1349
Contrave	3	yes	\$625
Ozempic	2	yes	\$892
Wegovy	3	yes	\$1349
Mounjaro	3	yes	\$980



10-1-2023 – 9-31-2024

City of Villa Rica Benefits Renewal

Executive Summary

The City of Villa Rica continually strives to offer comprehensive benefits to its employees. At annual renewal and at other times we test the market to ensure the City of Villa Rica is receiving the best possible benefits for the associated costs to its employees and City.

At renewal for the plan year 2023-2024, we tested the market for Medical TPA, Medical Network, Pharmacy Benefit Manager, Dental, Vision, Life, Disability, Accident and Cancer. We wanted to ensure the City of Villa Rica was receiving the best benefits, access, and programs for the associated costs.

Executive Summary

Medical

The Strongside Solutions medical program including the medical TPA, Network, Pharmacy Benefit Management program, Angel-Rx 90-Day and Rx Grant programs provided excellent service, access and coverage for the employees and members on the Villa Rica Medical program.

Utilization for the City of Villa Rica's medical and Pharmacy plan is 75.5% through June 2023. The contributing factor to higher utilization was primarily due to 15 high-cost claimants. The Angel-Rx Brand Name Maintenance and High-Cost Medication Grant program delivered \$120,749 in annual savings through June 2023.

The initial renewal from Stop Loss was 9% or \$169,298 annually. Strongside Solutions Insurance Operations Team negotiated the Stop Loss renewal down to 3.6% or \$67,937 annually.

Strongside Solutions wanted to ensure the current PHCS medical network was providing the best access and discounts compared to other networks. We performed a claims repricing analysis. This analysis takes 12 months of past claims that were processed with your current PHCS network and repriced those same claims through the Aetna network. We compared the in-network providers and discounts between PHCS and Aetna. We identified that the Aetna network provided more in network providers and at a greater discount. The annual savings generated by Aetna vs. PHCS would be \$181,827 annually. Moving to the Aetna network would increase the medical network rental fee resulting in an overall increase of 5.59% but only a \$39,743 increase over the PHCS network renewal.

We also evaluated the Pharmacy maintenance medication utilization, Standards of Care, and compliance in taking the recommended medications. We found that some of the maintenance medications were not taken on a regular basis. We determined that this could be partially due to the costs of these medications. We have included an expanded compliance medication list at \$0 cost to the employees. The cost to include this expanded maintenance medication list is \$4,681 annually.

Additionally, we evaluated a class of diabetes medications that controlled A1C levels and had the additional benefit of weight loss. Individuals on these medications control their A1C range very well and lose weight to the point that their A1C levels drop to pre-diabetic levels. Because these medications were very effective in dropping the A1C levels and weight, these medications are then converted to “Weight Loss” use and not covered by the plan. So, the covered members are having to discontinue the medications, causing weight gain and higher A1C levels. This “Yo-Yo” effect is not desirable. Therefore, we are recommending that this classification of diabetes medications is approved for Weight Loss. The members will still have to go through a Prior Authorization process to meet the Body Mass Index and other standards to ensure healthy use of these medications.

Because the Medical plan ran efficiently, the following plan enhancements are proposed:

1. Keep the PCP copay a \$0.
2. Reduce the Specialty copay from \$15 to \$10.
3. Reduce Urgent Care from \$25 to \$20.
4. Implement an enhanced maintenance medication list at \$0 costs to employees and their families.
5. Implement Weight Loss coverage for certain diabetes medications.
6. Change to the Aetna network.

Dental:

The Mutual of Omaha Dental plan ran well for the 2022 – 2023 plan year. We marketed the Dental plan to see if we could match or improve benefits and reduce the administrative burden for the HR and billing staff. We were not able to generate a dental proposal better than your current Mutual of Omaha program.

However, the Staff and HR wanted to provide a dual dental option. Therefore, we are keeping the current dental plan and also offering a richer dual option for the 2023 – 2024 plan year.

Plan Offering:

1. Current Dental Plan:
 - a. \$2,000 Annual benefit.
 - b. \$1,500 Ortho benefit child only.
2. Additional Dual option:
 - a. \$2,500 Annual Benefit.
 - b. \$2,500 Ortho benefit Child and Adult coverage.
3. We were able to generate a 2 Year Rate Guarantee for the dental Coverage.

Offering a dual dental option will give the employees more choices and also add the Adult Orthodontia coverage.

Vision:

The Mutual of Omaha Vision plan ran well for the 2022 – 2023 plan year. We marketed the Vision plan to see if we could match or improve benefits and reduce the administrative burden for the HR and billing staff. We were not able to generate a Vision proposal that provided better costs, provisions or coverage.

We were able to generate a 2 Year Rate Guarantee for the vision Coverage.

Basic Life, Voluntary Life, STD, LTD

The Basic Life, Voluntary Life, STD, LTD are with Mutual of Omaha. The Mutual of Omaha products provided excellent coverage and service for the 2022-2023 plan year. All products have been renewed with a new 24-month rate guarantee.

Rate Changes:

1. Basic Life – (-21.6) reduction in cost.
2. Voluntary Life – 0% change.
3. Short Term Disability – 0% Change.
4. Long Term Disability – 0% Change.

Accident

The current Accident policy is with Mutual of Omaha. We marketed the Accident plan to see if we could match or improve benefits and reduce the administrative burden for the HR and billing staff. We were not able to generate an Accident proposal better than the current Mutual of Omaha plan.

Cancer

The current Cancer policy is with Mutual of Omaha. We marketed the Cancer plan to see if we could match or improve benefits and reduce the administrative burden for the HR and billing staff. We were not able to generate an Accident proposal better than the current Mutual of Omaha plan.

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Recommendation

Medical:

Recommendation to Keep the Current TPA, Pharmacy Benefit Manager, Angel-Rx, Dental, Vision, Life, Disability, Accident and Cancer providers.

Approve the medical plan enhancements of:

1. Keep the PCP copay a \$0.
2. Reduce the Specialty copay from \$15 to \$10.
3. Reduce Urgent Care from \$25 to \$20.
4. Implement an enhanced maintenance medication list at \$0 costs to employees and their families.
5. Implement Weight Loss coverage for certain diabetes medications.
6. Change to the Aetna network.

Dental:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2023.

Vision:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2023.

Basic Life, Voluntary Life, STD, LTD

Recommendation to renew with Mutual of Omaha for all in force lines of coverage.

Accident:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2023.

Cancer:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2023.

End of Recommendation

We believe by making these changes we will receive similar or improved coverage, lower costs and stability in the product and carrier selections. These changes will allow the City of Villa Rica the ability to keep these coverages in place longer with minimal impact on your employees.

Very Best,

Wendell Strickland MOBILE **678-488-5702**
CHIEF EXECUTIVE OFFICER OFFICE **678-957-7248**





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Medical and Ancillary Premiums

AGENDA DATE: 8/3/2023

DATE PREPARED: 8/3/2023

PREPARED BY: Lena Taylor

AMOUNT: n/a

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve medical and dental benefits renewal premiums for plan year to be effective 10/1/2023.

BACKGROUND: Strongside Solutions marketed all lines of insurance for the 10-1-2023 renewal. The medical and ancillary lines of coverage are now set for a 12-month period renewing 10-1-2024.

Medical Premiums

A minimum premium increase (see exhibit A) and we are continuing with the various coverage levels -Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family. An employee that is a tobacco user and/or has not completed their wellness points will incur the highest premiums. However, if during the course of the plan year, a tobacco user completes the smoking cessation program and presents a certificate, that can reduce their premium.

Ancillary Premiums

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

There was a \$.01 increase in Dental and we added an additional option, (see exhibit B) ortho child + adult.

STAFF RECOMMENDATION: Approval of the medical and ancillary insurance premiums as stated in exhibit A and B.

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

MOTION: I move to approve the benefit premiums as presented, to be effective October 1, 2023, with deductions beginning September 1, 2023.

Proposed FY2024 DENTAL Insurance Premiums

Description	Rate	2023		2024		2023		2024	
		Monthly EE Amt		Monthly EE Amt		Semi-Monthly EE Amt		Semi-Monthly EE Amt	

Dental - Option 1 (Child Ortho only)

Employee	5.0%		\$3.34	\$3.35		\$1.67		\$1.67	\$1.67
Empl + Spouse	30.0%		\$11.62	\$11.63		\$5.81		\$5.81	\$5.81
Empl + Child(ren)	30.0%		\$15.00	\$15.01		\$7.50		\$7.50	\$7.50
Empl + Family	30.0%		\$23.74	\$23.75		\$11.87		\$11.87	\$11.87

Change from PY

Dental - Option 2 (Child + Adult Ortho)

Employee	5.0%	n/a		\$3.97	n/a			\$1.98	
Empl + Spouse	30.0%	n/a		\$13.78	n/a			\$6.89	
Empl + Child(ren)	30.0%	n/a		\$17.79	n/a			\$8.89	
Empl + Family	30.0%	n/a		\$28.14	n/a			\$14.07	

new offering
new offering
new offering
new offering

Proposed FY2024 Medical Insurance Premiums

Description	Rate	2023		2024		2023		2024	
		Monthly EE Amt		Monthly EE Amt		Semi-Monthly EE Amt		Semi-Monthly EE Amt	
Health with Wellness (Not a Tobacco user)									
Employee	5.0%		\$36.22		\$38.05		\$18.11		\$19.03
Empl + Spouse	30.0%		\$231.82		\$243.55		\$115.91		\$121.77
Empl + Child(ren)	30.0%		\$177.49		\$186.47		\$88.74		\$93.23
Empl + Family	30.0%		\$427.42		\$449.04		\$213.71		\$224.52
Health no Wellness (Not a Tobacco user)									
Employee	20.0%		\$144.89		\$152.22		\$72.44		\$76.11
Empl + Spouse	30.0%		\$340.49		\$357.71		\$170.24		\$178.85
Empl + Child(ren)	30.0%		\$286.15		\$300.63		\$143.08		\$150.31
Empl + Family	30.0%		\$536.09		\$563.20		\$268.04		\$281.60
Health with Wellness (Tobacco user)									
Employee	20.0%		\$144.89		\$152.22		\$72.44		\$76.11
Empl + Spouse	30.0%		\$340.49		\$357.71		\$170.24		\$178.85
Empl + Child(ren)	30.0%		\$286.15		\$300.63		\$143.08		\$150.31
Empl + Family	30.0%		\$536.09		\$563.20		\$268.04		\$281.60
Health no Wellness (Tobacco user)									
Employee	25.0%		\$181.11		\$190.27		\$90.55		\$95.14
Empl + Spouse	30.0%		\$376.71		\$395.76		\$188.35		\$197.88
Empl + Child(ren)	30.0%		\$322.38		\$338.68		\$161.19		\$169.34
Empl + Family	30.0%		\$572.31		\$601.26		\$286.15		\$300.63
Change from PY									
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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: REQUEST FOR TEMPORARY SIGNAGE FOR THE FRONTIERS' RODEO

AGENDA DATE: August 8, 2023

DATE PREPARED: July 31, 2023

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the temporary placement of signage for the rodeo organized by Clint Chance.

BACKGROUND: Carroll County Commissioner Clint Chance has requested permission to place temporary signage within the City limits from Thursday, August 10th through August 28th.

The requested signage includes up to six 4-foot by 8-foot signs and up to eight 4-foot by 4-foot signs and up to fifty 18-inch by 24-inch signs.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: None

MOTION: I move to give Clint Chance and the Villa Rica Frontiers' Rodeo permission to erect temporary signage within the City limits from August 10 through August 28.

7-18-2023

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

Mr. Jarvis,

The 18th annual Villa Rica Frontiers' Rodeo is scheduled for August 25th and 26th, 2023. Please accept this instrument as our official request for temporary signage placement within the City limits of Villa Rica. The following pertinent information is for your department's review:

1) Requesting placement of signage approximately two weeks prior to the starting event date; **no earlier than Thursday, August 10th** with removal no later than August 28th. Our organization has successfully removed all signage from within the City limits the first business day after the event for the past seventeen years.

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

4ft X 8ft signage - not to exceed 6

4ft X 4ft signage - not to exceed 8

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

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

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

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

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

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

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

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

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

Best,

Clint

Clint M. Chance
Chief of Operations

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

770-634-9650

platinumeventpromotions@gmail.com

ccrodeoproductions@yahoo.com

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





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Employee Training: Implicit Bias

AGENDA DATE: August 8, 2023

DATE PREPARED: July 26, 2023

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

AMOUNT: \$20,000 up to \$30,000

GL ACCOUNT #: 100-3210-523700

FUNDING SOURCE: General Fund – Police

BUDGETED ITEM? No

PURPOSE: The City recently conducted an independent outside investigation of an incident which occurred during the course of a citizens firearm training academy. The results of that investigation concluded that it was important for members of the Villa Rica Police Department to receive continuing training on fairness and equity in police matters in Villa Rica. It should be noted that the City of Villa Rica Police Department has received such training in the past in accordance with Department policies and standard operating procedures.

Based on the results of the investigation and the public interest surrounding the firearms training incident, the City has solicited a proposal from the National Training Institute on Race and Equity to present a training workshop for Police Department employees.

The City has received a proposal from Dr. Bryant T. Marks of the National Training Institute on Race and Equity out of Morehouse College in Atlanta. The proposal is attached to this Cover Sheet. It is anticipated that the training would be provided to the different shifts of the Police Department.

STAFF RECOMMENDATION: Staff recommends that the Council approve the retention of the National Training Institute on Race and Equity to provide the described training program for the Villa Rica Police Department. All City employees will receive similar training through the GMA later this year.

MOTION: A) I move to approve the proposal made by the National Training Institute on Race and Equity to provide awareness workshops as set forth in the attached proposal in a sum not to exceed \$20,000.

B) I move to approve the optional equity assessment described in the attached proposal if it is determined by City Manager, the Police Chief, and the Human Resources Director to be necessary at a cost not to exceed \$10,000.



Law Enforcement Training: Implicit Bias and 21st Century Community Policing

Prepared for the City of Villa Rica

Dr. Bryant T. Marks, Sr., Chief Equity Officer and Lead Trainer, NTIRE

bryantmarks@national.training (929) 352-5880, www.ntire.training

About the National Training Institute on Race and Equity (NTIRE)

The National Training Institute on Race and Equity at Morehouse College provides in-person and virtual diversity and implicit bias training for various sectors, with extensive work in the criminal justice system. During the past three years alone, NTIRE has trained over 50,000 law enforcement officers the local, state, and federal level, including the entire Los Angeles, Seattle, and Phoenix Police Departments. NTIRE has also provided training for prosecutors, public defenders, judges, probation officers, and corrections officers.

Morehouse College is the only predominantly Black male college in the world. NTIRE's training model incorporates various teachings of Morehouse's most notable alumnus, Martin Luther King Jr. The law enforcement training also incorporates insights and solutions from President Obama's My Brother's Keeper and 21st Century Policing Programs.

Implicit Bias

Broadly speaking, group-based bias involves varying degrees of stereotyping (exaggerated beliefs about others), prejudice (prematurely dis/liking others), and/or discrimination (unequal treatment of others) that occur above or below conscious awareness. Scholars have labeled the subconscious form of group-based bias *implicit bias*. Implicit bias is primarily seen as an attitude or stereotype held about social groups below conscious awareness. It often affects our liking or disliking of others as well as preferential or negative treatment of or behavior toward others. Implicit bias has become very important to understand given the decreased frequency of Americans to freely and openly express negative thoughts, feelings and behaviors regarding other groups. Implicit bias is everywhere and affects everyone. We all have implicit bias. The impact of our implicit bias on others, however, significantly depends on our social and professional roles in society. Bias held by police officers, physicians, prosecutors and criminal court judges can influence whether someone lives or dies. Few other occupations involve life and death decisions as part of the job description.

Research has revealed that many Americans show a positive implicit bias toward White Americans vs. African Americans, young vs. old and fit vs. obese. Showing a preference for or against any particular group does not mean that a person is prejudiced or will discriminate, but it does suggest that s/he has been repeatedly exposed to certain associations between specific groups and specific traits/characteristics and have stored them in memory. These associations are often very strong and difficult to undue without deliberate effort or ongoing training. It is possible, however, to implement practices or policies that reduce the likelihood that implicitly biased beliefs will lead to biased behaviors.

Workshop Description

Dr. Marks and the NTIRE team have developed half-day (2 to 3.5 hours) and full day (6-7 hours) in-person and online training sessions that address this very important topic.

Both the half-day and full-day trainings address the following questions:

1. What is implicit bias?
2. What does implicit bias look like in the real world?
3. What causes implicit bias?
4. How is implicit bias measured?
5. How does implicit bias affect the person who holds the bias?
6. How does implicit bias affect the attitudes and behaviors of the target group?

7. How can implicit bias be reduced?
8. How can the potential impact of implicit bias on policing be reduced? (includes emphasis on police and racial/ethnic minorities)

Both Trainings Include:

- Overview of the 21st Century Policing Task Force and report
- Overview of implicit bias research and key findings
- Innovative, engaging, and motivational delivery of content
- Highly interactive and introspective exercises
- Small group dialogue of sensitive topics related to community policing
- The use of compelling videos, images, and other media
- Overview of national data related to community policing
- Discussion of biases toward police held some segments of the community
- Description of specific recommendations from the President's Task Force on 21st Century Policing report that are likely to reduce biased policing
- Anonymous audience polling and display of results in real-time. Responses are used as a basis for discussing sensitive topics and to allow participants to see how their attitudes or experiences compare to others. These results are saved as graphs and provided to the client.

Full-day (7-hr) Training: In addition to the items listed above, the full day session includes:

- Participants completing a measure of implicit bias and discussing the results
- Small working group discussions regarding potential implementation of several recommended practices/policies from the 21st Century Policing report that are expected to reduce biased policing. This dialogue will include:
 - Identifying recommendations that are already being implemented as well as the challenges, lessons learned, and impact of each implemented recommendation
 - Identifying 2-3 new recommendations that can be implemented in the short-term
 - Identifying challenges and solutions to implementing the 2-3 recommendations
 - Creating a list of concrete next steps toward implementation of recommendations
- An overview of follow-up activities and materials that will reinforce workshop information and increase the likelihood of long-term impact

Audience / Setup

- Audience size: 20 to 200 people per session; ideal size is 30-40 people per session
- Seating: classroom style seating; tables placed in "U" shape; or tables from which everyone can see the front of the room
- Projector and screen
- Audio system that can connect to laptop; laptop podium from which trainer speaks

Why should we receive implicit bias training from NTIRE instead of our internal training division?

While we believe that IB trainers and officers should work together on the application of recommended policing practices toward reducing bias in specific policing situations, we also believe that the introduction and framing of IB should be provided by IB professionals. It is a very sensitive topic, that if not handled appropriately, can worsen situations or cause officers to shut down.

- *Expertise.* It will be very difficult for internal training officers to master the vast body of IB research and the many related social psychology concepts related to it in a short period of time. Dr. Marks has been studying IB and related concepts for over twenty years, is personally acquainted with the leaders in the field, and has designed and refined NTIRE's IB trainings during the course of the hundreds of trainings that he and NTIRE has provided. Because IB is a sensitive topic, and some officers may feel they are being accused of being racist simply by being asked to attend the training, participants will sometimes challenge the science behind implicit bias. The training officer is unlikely to have read and understood all of the key peer-reviewed articles, and the research methodology and statistical analysis within them, that will allow them to adequately answer certain questions.

- **Focus.** Officers in the training division typically provide training in multiple areas, which decreases the likelihood of them being able to focus on IB. IB is NTIRE's primary training topic. We provide IB training five to six days a week, totaling over 400 trainings per year. In our experience, the typical training division will offer department wide IB training every 2-3 years.
- **Turnover.** Officers may leave the training division via transfer, promotion, or resignation. Because officers can transition in and out of the training division, there will be a consistent need to retrain new officers to provide the IB training, which can turn out to be more expensive than bringing in NTIRE. It will likely take three cycles of department-wide training on IB before a training officer can provide high-level IB training based upon content mastery. This could take six to nine years for departments that are on a 2 to 3-year cycle. In other words, many officers will not be in the training division long enough to put in the hundreds of hours necessary to have a modest level of mastery on the research, best practices, and delivery of the IB content.
- **Follow-up.** A thorough understanding of IB and implementation of the recommended best practices take time, structure, and accountability. While some police departments view IB as a one-time "check the box" experience for their officers, the goal of other departments is to actually change the attitudes and behavior of their officers. In our experience, very few police departments have the human or financial resources necessary to manage and monitor the implementation of practices shown to reduce bias.
- **African American Males.** African American males are significantly over-represented in the criminal justice system relative to their population; more-so than any other gender/racial group. With the possible exception of Native American males on reservations, African American males experience the worse life outcomes than any other group, including but limited to mental and physical health, education, income, employment, and family cohesion. Much of these outcomes are due to historical and systematic discrimination. That said, many African American males have succeeded in spite of the various structural obstacles they have faced.

SESSIONS AND FEES

- *Pre-training preparation and meetings:* no charge
- *Combined IB Awareness Workshops:* Three-hour, implicit bias awareness and mitigation sessions
 - Number of Sessions: four
 - Session Format – In-Person
 - Instructor: Bryant T. Marks
 - Discounted GA Rate Per Workshop: \$5,000

Total Workshop Cost: \$20,000

- *Optional Equity Assessment*
 - *Data Collection*
 - Data Analysis - When appropriate, results will be disaggregated by key demographics; race and gender specially, unless such disaggregation will identify specific individuals.
 - A written report of findings.
 - A slide deck of the results will be provided.
 - A 30-minute presentation of the results.

Total Assessment Cost: \$10,000

*A portion of all NTIRE's profits is donated to a scholarship fund at Morehouse College.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Cost for lighting along Mirror Lake Blvd. pathway

AGENDA DATE: August 8, 2023

DATE PREPARED: July 27, 2023

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

AMOUNT: \$3,937.00

GL ACCOUNT #: To be determined

FUNDING SOURCE: To be determined

BUDGETED ITEM? To be determined

PURPOSE: The City has been diligently working towards the installation of lighting along a pathway adjacent to Mirror Lake Boulevard. In the past several months, the City finally received the right-of-way easement necessary to install the lighting. Based on the revised nature of the project, the City asks for a revised cost estimate from Greystone Power Corporation for the installation of the lighting. The City recently received the attached estimate for the additional cost from Greystone which is attached hereto. The provision of lighting along this pathway will be beneficial to the citizens of Villa Rica and make the pathway safer for pedestrian and golf cart use.

STAFF RECOMMENDATION: Staff recommends that the Council approve the payment of the sum of \$3,937.00 to Greystone Power Corporation to complete this long-awaited project within the City.

MOTION: I move to approve the payment of the sum of \$3,937.00 to Greystone Power Corporation for the installation of lights along the Mirror Lake Boulevard path as set forth in the attached invoice.

Invoice

GREYSTONE POWER CORPORATION
PO BOX 897

DOUGLASVILLE, GA 30133

DATE	CUSTOMER	INVOICE #
07/11/23	429	10003777

BILL TO
CITY OF VILLA RICA 571 W.. BANKHEAD HIGHWAY VILLA RICA, GEORGIA 30180

SHIP TO

PO NBR	SHIP DATE	SHIP VIA	FOB	DUE DATE	DOWN PYMT
				08/11/23	0.00

QUANTITY	DESCRIPTION	UOM	UNIT PRICE	AMOUNT	
1.00	ADDITIONAL COST FOR LIGHTS ALONG MIRROR LAKE BLVD PATH - JOB# 429603 WR# 46956 Questions regarding invoice contact cindy.ramseyer@greystonepower.com or call 770-370-2442. PLEASE INCLUDE THE INVOICE NUMBER ON YOUR PAYMENT.	EA	3,937.00	3,937.00	
Sales Tax				0.00	
Total Invoice Amount				3,937.00	



CITY OF VILLA RICA

City Council Packet

SUBJECT: Revision to Code of Ordinances – Villa Rica Fats, Oils and Grease Policy

CITY COUNCIL AGENDA DATE: August 8, 2023

DATE: July 26, 2023

PREPARED BY: Kevin Drummond

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To enact the City of Villa Rica Fats, Oils and Grease Policy.

BACKGROUND: Villa Rica has been subject to illegal dumping of fats, oils and grease into our wastewater system causing damage to the system and expense to Villa Rica. The proposed policy would increase the City's enforcement powers and provide tools for ensuring that restaurants are properly disposing of their fats, oils, and grease.

STAFF RECOMMENDATION: Approval.

MOTION: I make a motion to approve the enactment of the Fats, Oils and Grease Policy attached hereto to be effective immediately.

DIVISION 5. FATS, OILS, AND GREASE POLICY

Sec. 26-195. Purpose and policy.

- (a) This policy provides for the regulation of all fats, oils, and grease discharges to the city's sanitary sewer system. This policy establishes administrative review procedures and requires testing and regulation of the amount of the user's fats, oils, and grease discharge.
- (b) This fats, oils, and grease policy is intended to be consistent with all of the rules, regulations, policies and other applicable city governmental actions. The policy is not intended to contradict or repeal any rule, regulation, policy or other city governmental action. This policy supplements the city's existing rules, regulations, policies and other governmental actions, and addresses specifically discharges of fats, oils, and grease into the wastewater system of the city. Any user subject to this fats, oils and grease policy is hereby advised to review and comply with all other rules, regulations, policies and other city actions which may be construed as applicable to fats, oils and grease discharges into the wastewater system of the city. In particular, any user subject to this fats, oils and grease policy is still required to meet and satisfy all the provisions of the sewer use provisions set forth therein.
- (c) This policy sets forth uniform requirements for fats, oils, and grease discharges to the city's sanitary sewer system and enables the city to comply with all applicable state and federal laws, including, but not limited to, the Clean Water Act.
- (d) The objectives of this policy are:
 - (1) To aid in the prevention of sanitary sewer blockages and obstruction from contribution and accumulation of fats, oils, and greases into such sewer system from industrial and commercial establishments, particularly food preparation and serving facilities.
 - (2) To prevent the introduction into the city's sanitary sewer system substances that will interfere with the operation of the system which includes, but is not limited to, any gravity type sanitary sewer system, force main system, or the POTW (publicly owned treatment works).
 - (3) To protect both the city's sanitary sewer system, its personnel, and members of the general public who may be affected by the sewer blockages and obstructions.
 - (4) To improve the opportunity to reclaim and recycle all fats, oils, and grease from the user-owned grease trap.
 - (5) To enable the city to comply with its NPDES (National Pollutant Discharge Elimination System) permit and nondischarge requirement conditions, sludge use and disposal requirements, and any other federal or state laws to which the city is subject.

Sec. 26-196. Administration.

Except as otherwise provided herein, the city shall implement and enforce the provisions of this article.

Sec. 26-197. Abbreviations.

The following abbreviations, when used in this article, shall have the designated meanings:

CFR	Code of Federal Regulations
Gpd	gallons per day
mg/L	milligrams per liter

NPDES	National Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works

Sec. 26-198. Definitions.

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

Act or the Act means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Approval authority means the environmental protection division of the state department of natural resources, or EPD.

Authorized representative of the user means the manager or person in charge of day-to-day operation of the establishment or any other person who performs similar policy or decision-making functions for the establishment.

Building sewer means a sewer conveying wastewater from the premises of a user to the city's sanitary sewer system.

Food services establishments.

- (1) The term "food services establishments" means those establishments primarily engaged in activities of preparing, serving, or otherwise making available for consumption foodstuffs and that use one or more of the following preparation activities: cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and other food preparation activity that produces a hot, nondrinkable food product in or on a receptacle that requires washing.
- (2) Examples of food establishments are, but not limited to, full-service restaurants, fast food establishments, delis, cafeterias (including church and school facilities where commercial equipment is installed and the frequency of use indicates more than occasional use), meat distributors, food processing facilities, grocery stores with food preparation/service areas, bakeries, caterers, and/or similar types of operations.

Domestic sewage/wastewater means the liquid waste generated from bathrooms, toilets, kitchen and home laundries, and other similar facilities.

Environmental Protection Agency (EPA) means the U.S. Environmental Protection Agency.

Fats, oils, and grease or FOG means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR part 136.

Grab sample means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed 15 minutes.

Grease trap or interceptor means a device for separating and retaining waterborne grease and grease complexes prior to the wastewater exiting the trap or interceptor and entering the city's sanitary sewer collection system. These devices also serve to collect settleable solids generated by and from food preparation activities, prior to the water exiting the trap and entering the city's sanitary sewer collection system.

Interference means a discharge which alone or in conjunction with a discharge or discharges from other sources inhibits and/or disrupts the POTW, city treatment plant processes and/or its sludge processes, use and/or disposal. The term "interference" includes, but is not limited to, a discharge which alone or in conjunction with a

discharge or discharges from other sources causes, in whole or in part, a violation of the city NPDES permit, collection system permit, and/or the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any stringent state or local regulation: section 405 of the Act (33 USC 1345), or any criteria, guideline or regulations developed pursuant to the Solid Waste Disposal Act (SWDA)(42 USC 6901 et seq.), the Clean Water Act, the Toxic Substances Control Act, the Marine Protection Research and Sanctuary Act (MPRSA), or more stringent state criteria (including those contained in any state sludge management plan prepared to title IV of the Solids Waste Disposal Act) applicable to the method of disposal or use employed by the POTW.

Owner means individual, person, firm, company, association, society, corporation or group whose property, building or structure is located or will be constructed.

Sec. 26-199. General policy requirements.

- (a) All food service establishments that discharge to the POTW shall provide a grease trap or interceptor as indicated below. Additionally, the city may require any user who generates a wastewater which contains greater than 100 mg/L FOG to install a grease trap or interceptor. A grease trap or interceptor shall be installed at the user/owner's expense in the waste line leading from sinks, drains or other fixtures, in food service establishments when, in the opinion of the city they are warranted, restaurants, hotel kitchens or bars, factory cafeterias or restaurants or other uses where grease can be introduced into the drainage system in quantities that can affect line stoppage or hinder sewage disposal.
- (b) All grease traps and interceptors shall be serviced by a state licensed hauler and **a completed manifest shall be kept on site by the user for every service event**. All grease waste shall be taken to a licensed and approved disposal facility for disposal and in no manner shall any grease trap or interceptor contents be discharged by a hauler to the city collection system, either sewer or stormwater. Any violation may result in full prosecution under all applicable state and local laws and ordinances on the first offense.
- (c) All grease handling facilities shall be approved by the city. Establishments whose grease handling facilities are not adequately maintained to prevent floatable oils, fat or grease from entering the sewage system shall be notified in writing of any noncompliance and required to provide a schedule whereby corrections will be accomplished.
- (d) Food service establishment's grease handling facilities shall be subject to evaluation and inspection by the city representatives during normal working hours. Results of inspections will be made available to the facility owner, leaseholder or operator.
- (e) Food services establishments receiving two consecutive unsatisfactory evaluation or inspections may be subject to penalties or other corrective actions as provided for in the sewer use ordinance.
- (f) Food services establishments who continue to violate article may be considered as grounds for discontinuance of sewer service.
- (g) Food service establishments whose operations cause or allow excessive fats, grease and/or oil to be discharged or accumulate in the city collection system may be liable to the city for costs related to the public service department, service calls for line blockage, line cleanings, line and pump repairs, and other expenses, including all labor, material, and equipment. Failure to pay all service-related charges may also constitute grounds for sewer service discontinuance.
- (h) The owner shall be responsible for proper and legal disposal of waste or wastewater removed from the grease interceptor/grease trap. Introduction of waste material back into the sanitary sewer system is a violation of the sewer use ordinance and can result in enforcement actions.
- (i) Any food service establishment whose effluent discharge to the sewerage system is determined by the city to cause interference in the conveyance or operation of the sewerage system may be required to sample its grease trap discharge and have it analyzed for fats, oils and grease at the expense of the owner, lease holder or operator. A wastewater containing more than 100 mg/L of oils, fat, grease, or wax, whether emulsified or

not, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit (0 degrees Celsius) and 150 degrees Fahrenheit (65 degrees Celsius) is prohibited.

- (j) All grease traps/interceptors shall be designed and installed to allow for complete access for inspection and maintenance of inner chamber and viewing and sampling of the effluent wastewater discharged to the sewer.
- (k) Food service establishments shall adopt procedures for handling sources of floatable oil, fat or grease originating within their facility. A notice shall be permanently posted at a prominent place in the facility readily accessible to employees, advising employees of the handling procedures to be followed.

Sec. 26-200. New facilities.

- (a) New food services establishments shall install a grease trap or interceptor, in accordance with city guidelines. Grease traps or interceptors shall be adequately sized, to have a minimum 24-minute retention time with no interceptor less than 1,500 gallons total capacity unless otherwise approved in writing by the city. Variances may be granted if, in the opinion of the city, a limited amount of FOG will be discharged by the owner/user during all aspects of their operation. If a variance is granted, a minimum of a 100-pound grease trap shall be installed along with an effluent test point that meets the testing requirements of the city program. If at any time the owner/user exceeds the city discharge limit, the owner/user may be required to upgrade to a minimum of a 1,500-gallon outdoor interceptor at the owner/user's expense. A variance will not be granted if a dishwasher, grill, range top, fryers, or griddle is present, or if the food establishment processes meat. The owner/user may also be subject to any fines or penalties associated with illegal discharge at the discretion of the city. The following information must be supplied to the city before any plans will be approved and a building permit is issued:
 - (1) Plumbing drawings for the proposed facility including kitchen equipment layout.
 - (2) Identification and dimensions (length by width by depth) in inches for each compartment of each interceptor unit.
 - (3) Dishwasher contribution (per unit) in GPM.
 - (4) Pulper or grinder contribution (per unit) in GPM or pounds.
 - (5) Drain specification (pipe diameter).
 - (6) Name and seal of professional engineer who sized trap or interceptor.
 - (7) Trap information, including manufacturer, type, size, calculations used to determine required 24-minute retention time.
 - (8) Flow control device information, manufacturer and type.
 - (9) Any other reasonable information requested by the city.
- (b) New food service establishments will not be allowed to initiate operations until grease handling facilities are installed and approved by the city.

Sec 26-201. Required components.

- (a) All outdoor grease interceptors, whether singular or multiple tanks in series must have each chamber directly accessible from the surface to provide means for servicing and maintain the interceptor in working and operating order. A sampling test manhole must be installed at the effluent end of the interceptor, for testing and inspection by city inspectors. Dishwasher and food grinder wastewater should be discharged through a suitably sized solids interceptor prior to emptying into the outdoor grease trap.

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- (b) A basket, screen or other intercepting device shall prevent passage into the drainage system of solids, one-half inch or larger in size, for under the counter unit. The baskets or device shall be removable for cleaning purposes.

Sec. 26-202. Prohibited users.

Mechanically operated grease traps (Big Dipper, skimmers, etc.) may not be used by any owner/user tied to the POTW collection system.

Sec. 26-203. Prohibited discharge.

It is prohibited to discharge the following materials into an indoor grease trap:

- (1) Wastewater with a temperature higher than 120 degrees Fahrenheit.
- (2) Acid or caustic trap cleaners.
- (3) Any discharge from a dishwasher without approval from the city.

Sec. 26-204. Food waste grinders.

If a food service establishment chooses to install or has a food waste grinder installed, the waste from these units shall pass through a grease trap or interceptor. The food service establishment shall service and maintain the unit as often as necessary to meet the conditions of this policy.

Sec 26-205 –226 Reserved

Sec. 26-227 Grease handling facilities (Existing Facilities).

- (a) All existing food services establishments shall have grease handling facilities approved by the city. Food services establishments without any grease handling facilities will be given a compliance deadline not to exceed six months from the date of notification to have approved grease handling equipment installed as required by this policy. Failure to do so will be considered a violation of the city's sewer use ordinance and may subject the facility to penalties, corrective actions and or service discontinuance.
- (b) Installations in existing facilities shall meet the same requirements as those for new facilities. In the event an existing food service establishment's grease handling facilities are either under the counter or substandard in accordance with this policy, the owner, lease holder, or operator will be notified in writing of the deficiencies and required improvements and will be given a compliance deadline not to exceed six months to conform with requirements of this fats, oils and grease policy.
- (c) For cases where outdoor type grease interceptors are not feasible in the opinion of the city, existing food service establishments will be required to install adequate and approved under the counter grease traps for use on individual fixtures including dishwashers, sinks, and other potentially grease contained drains.
- (d) If an outdoor type grease interceptor is, in the opinion of the city, feasible, the food service establishment shall meet the same requirements for design as for the new facilities.
- (e) Flow control fittings must be provided to the inlet side of all under the counter units to prevent overloading of the grease trap and to allow for proper operation. City approval of flow devices must be obtained prior to installation.
- (f) The location of under the counter units must be near the source of the wastewater as physically possible.
- (g) Wastewater from garbage grinders shall be discharged to grease traps/interceptors.

Secs. 26-228—26--252. Reserved.

Sec. 26-253. Removal and disposal.

In maintaining grease traps/interceptors, the owner shall be responsible for the proper removal and disposal by appropriate legal means of the captured material and shall maintain records of the dates and means of disposal, these records shall be available on site for review by the city. The owner is responsible for maintaining a complete manifest including records of the hauler and disposer of the grease.

Sec. 26-254. Grease trap maintenance.

All grease traps or interceptors shall be maintained by the owner so as to be in continuously efficient operation. Maintenance shall include the complete removal of all contents by a properly licensed waste hauler. Top skimming, decanting or back flushing of the grease trap or its waste is prohibited. Further, the discharge of liquid, semi-solids, or solids into a grease trap from vehicles after servicing is prohibited. Vehicles capable of separating water from grease shall not discharge separated water into the grease trap or into the wastewater collection system. Cleaning and maintenance of all grease traps shall include removal of materials from the tank walls, baffles, cross pipes, inlets and outlets, both tees and the cover. Recyclable fats, oils and greases shall not be discharged into the POTW. Any violation in the removal of grease waste shall result in prosecution under state law. Maintenance shall be performed at frequencies as required by subsections (1) and (2) of this section.

- (1) *Outdoor grease interceptor.* Maintenance shall be performed at intervals required by the city to keep effluent FOG levels at less than 100 mg/L. Where the city requirement is not stated, maintenance intervals shall be at least once every 90 days unless approved by the city. While the 30 percent rule may be followed, it does not ensure compliance with the mandatory limit of 100 mg/L. In general, the 30 percent rule is as follows: The depth of both bottom solids and oil/grease in a trap shall not equal or be greater than 30 percent of the total operating depth of the trap; the operating depth of a trap is the internal depth from the inlet or outlet water elevation to the bottom of the trap. Any solids interceptor should be emptied and cleaned daily. Outdoor grease interceptors shall have a minimum of 1,500-gallon capacity.
- (2) *Indoor grease trap.* Maintenance shall be performed at intervals at least once every 30 days. A variance is required to operate an indoor grease trap in place of a 1,500-gallon minimum outdoor interceptor. Indoor grease traps shall have a minimum of 100-pound capacity. Any current user connected to the city sewage collection system that currently operates an indoor grease trap, regardless of size, shall prove to the satisfaction of the city that they are not discharging illegally, or the user shall be required to upgrade to a 1,500-gallon minimum outdoor grease interceptor. Users may not operate indoor grease traps with a capacity less than 100 pounds. A solids interceptor tied to an indoor grease trap should be emptied and cleaned daily. Waste solids must be placed into a receptacle to be picked up by a licensed waste hauler and not be disposed into the city sanitary sewer.
- (3) *Pumping variance.* Variances may be granted if the owner/user can prove at their expense to the city's satisfaction that the discharge from the owner/user's grease trap or interceptor is meeting the city's discharge limit up to 180 consecutive days for outdoor grease interceptors or 120 consecutive days for indoor grease traps.
- (4) *Additives.* It is specifically prohibited to use any additive, such as enzymes, chemicals, or bacteria as a substitute for grease trap maintenance. The direct addition of such additives to a grease trap is also prohibited.
- (5) *Waste removal.* The owner/user shall be responsible for the proper removal and legal disposal of the grease trap waste. All waste removed from each grease trap shall be tracked by an approved three-part

manifest and the contents shall be disposed of at a facility permitted to receive such waste. In no manner shall any grease trap contents be discharged to the city sewer or stormwater system.

- (6) ***Manifest transmittal.*** The user shall maintain a legible copy of the completed three-part manifest on site for each service event. Failure to provide complete manifests for review by city grease inspectors may result in a fine at the discretion of the city and/or a revocation of the user's business license..

Sec. 26-255. Recordkeeping by user.

It shall be a violation of this policy for a user to allow the removal of their grease trap waste without documentation by an approved three-part manifest. **The user shall be responsible for maintaining a copy of these manifests on site for a period of three years and subject to the city's review without prior notification.** The manifest shall contain the following information:

- (1) *Food service establishment.*
 - a. Facility name, address, and telephone number.
 - b. Trap type and size.
 - c. Date and volume removed from the trap.
 - d. Authorized signature (verifying the grease trap was cleaned and in operable condition).
- (2) *Service company information (waste hauler).*
 - a. Pumper name, address, and telephone number.
 - b. Pumper permit number.
 - c. Date and volume removed from the trap.
 - d. Disposal method.
 - e. Authorized signature of pumper.
- (3) *Disposal site.*
 - a. Facility name, address, and telephone number.
 - b. Facility EPD permit number.
 - c. Date and volume received.
 - d. Authorized signature verifying receipt of waste.

Sec. 26-256. Grease trap/interceptor inspections by the city.

- (a) *Failed inspection.* If a grease trap or interceptor fails the initial inspection, the inspector may notify the owner/user that the grease trap shall be cleaned out within seven calendar days. After seven calendar days, the grease trap or interceptor should be re-inspected.
- (b) *Failed reinspection.* If, at the first re-inspection, the grease trap or interceptor is found to still be in noncompliance, a notice of violation may be issued and the owner/user may be told that the grease trap or interceptor shall be cleaned immediately. After three weekdays, the grease trap may be re-inspected.
- (c) *Disregard of FOG NOV.* If an owner/user served with a NOV fails to initiate/complete corrective action within the time frame specified within the NOV, the city may pursue one or more of the following options:
 - (1) Have the grease trap or interceptor pumped and place the appropriate charge on the user's monthly water and sewer bill.
 - (2) Terminate water and sewer service to the establishment.

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- (3) File an appropriate action in the courts to compel compliance.
 - (4) Any combination of the enforcement actions provided in subsections (c)(1) through (3) of this section.

Sec. 26-257. FOG best management practices (FOG BMPs).

In order to enhance the overall efficiency of the grease trap or interceptor, food establishments should implement FOG BMPs to reduce FOG and solids loading to their grease trap or interceptor. Examples of FOG BMPs are:

- (1) Scraping food from pots, pans, plates and utensils into a garbage can;
- (2) Installation of a solid waste interceptor;
- (3) Pre-washing plates by spraying them off with cold water over a small mesh catchbasin positioned over a drain. The catchbasin should be cleaned into a garbage can as needed; and
- (4) Pouring all liquid grease and oil from pots and pans into a waste grease bucket stored at the pot-washing sink. Heavy solids buildup of oil and grease on pots and pans should be scraped off into the waste grease bucket.

Secs. 26-258 – 26-308. Reserved.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: REQUEST FOR TEMPORARY SIGNAGE FOR FUND RAISER

AGENDA DATE: August 8, 2023

DATE PREPARED: July 31, 2023

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the temporary placement of signage for the fund raiser sponsored by the Villa Rica Lions Club and Golden City Lions Club.

BACKGROUND: Councilmember McPherson has requested permission to place signage from Friday, September 22 to Sunday, October 8.

The requested signage includes up to eight 4-foot by 4-foot signs and up to fifty 18-inch by 24-inch signs.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: None

MOTION: I move to give the Villa Rica Lions Club and the Golden City Lions Club permission to erect temporary signage for an October 6 fund raiser at the Mill Amphitheater.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Connors Landing Final Plat Approval Recommendation

AGENDA DATE: August 8, 2023

DATE PREPARED: July 20, 2023

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

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: All Final Plats of subdivision developments with public streets must be approved by the Mayor and City Council before building permits are issued. Connors Landing Final Plat has been reviewed and all items associated with Final Plat approval have been completed.

BACKGROUND: Connors Landing is a 196-lot residential development that was part of the original Mirror Lake PUD zoning back in 1998. It was not included in the revised Mirror Lake Master Plan revision completed back on August 16, 2021.

All construction has been completed and inspected. The power company is finishing up the underground power and should be completed within the next 30 days. The Final Plat has several other items that must be accomplished/completed prior to the vote by the Mayor and City Council. These items have been completed and are listed as follows:

Maintenance bond submitted - \$873,728.00.

Street Light Fees paid for one year in advance - \$6,768.00.

Water, Sewer, and Storm system as-built record drawings have been submitted and approved. All fees associated with the Final Plat submittal have been paid.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat for Connors Landing.

IMPACT:

MOTION: I move to approve the Final Plat for Connors Landing.

AS-BUILT DRAWINGS OF CONNERS LANDING - MIRROR LAKE

L.L. 172 & 173 , 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

LOCATION

AS-BUILT

I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER

07/18/23
DATE

AS-BUILT

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Howard B. Ray
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



AS-BUILT

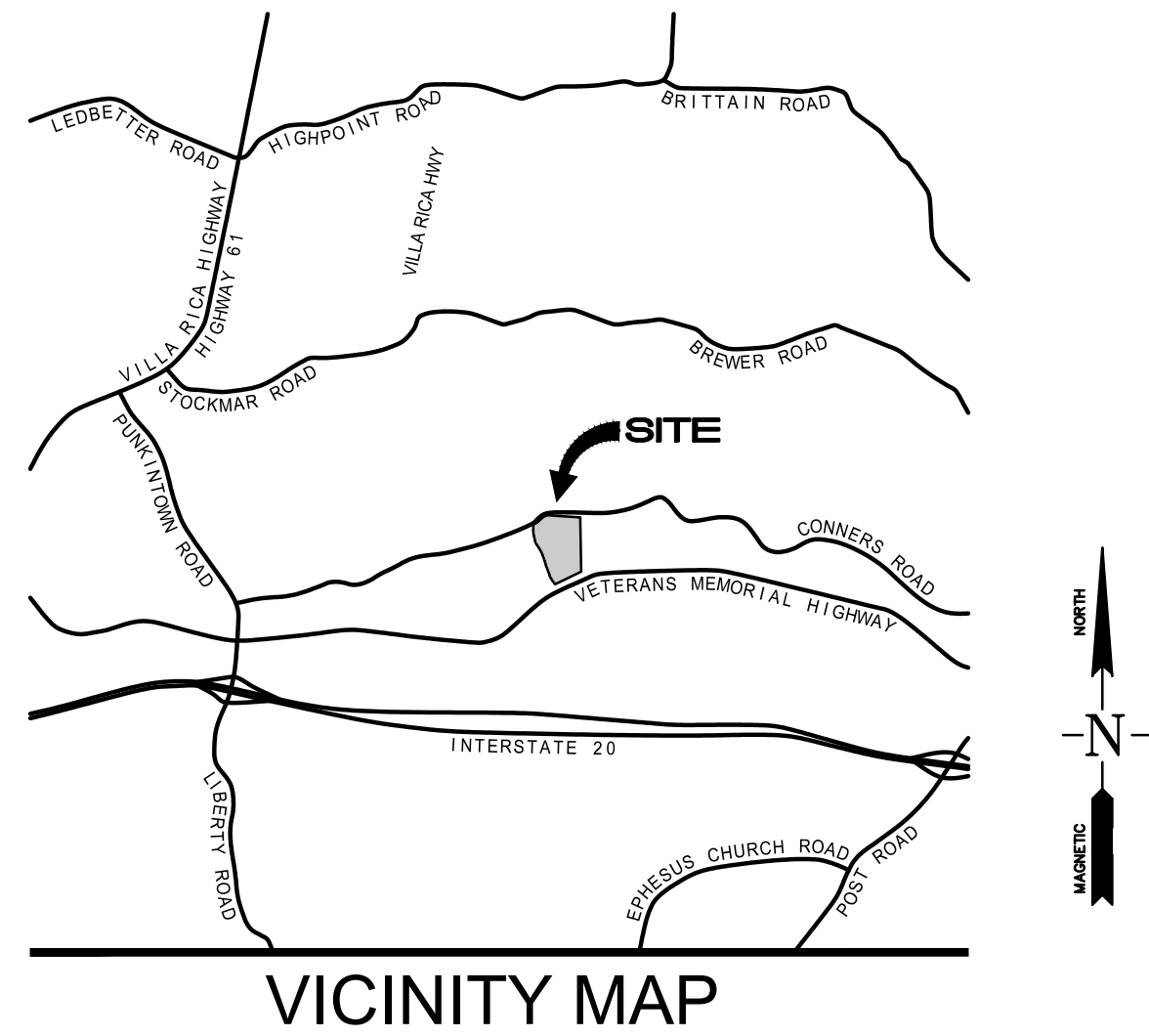
FIELD VERIFICATION FOR THIS "AS-BUILT" IS LIMITED TO HORIZONTAL LOCATION AND TOP AND INVERT ELEVATIONS. NO FIELD INSPECTIONS WERE MADE DURING CONSTRUCTION.

Aaron M. McCullough
AARON M. McCULLOUGH, RLS #2990



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STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



INDEX OF DRAWINGS

SHEET	DESCRIPTION
	FINAL PLAT
AB-SS1	AS-BUILT SANITARY SEWER PLAN
AB-SS2	AS-BUILT SANITARY SEWER PLAN
AB-SS3	AS-BUILT SANITARY SEWER PLAN
AB-SS4	AS-BUILT SANITARY SEWER PROFILES
AB-SS5	AS-BUILT SANITARY SEWER PROFILES
AB-SS6	AS-BUILT SANITARY SEWER PROFILES
AB-SS7	AS-BUILT SANITARY SEWER PROFILES
AB-SD1	AS-BUILT STORM DRAIN PLAN
AB-SD2	AS-BUILT STORM DRAIN PLAN
AB-SD3	AS-BUILT STORM DRAIN PLAN
AB-SD4	AS-BUILT STORM DRAIN PROFILES
AB-SD5	AS-BUILT STORM DRAIN PROFILES
AB-SD6	AS-BUILT STORM DRAIN PROFILES
AB-SD7	AS-BUILT STORM DRAIN PROFILES
AB-SD8	AS-BUILT STORM DRAIN PROFILES
AB-SD9	AS-BUILT STORM DRAIN PROFILES
AB-SD10	AS-BUILT STORM DRAIN PROFILES
AB-SD11	AS-BUILT OCS DETAILS
AB-WP1	AS-BUILT WATER PLAN
AB-WP2	AS-BUILT WATER PLAN
AB-WP3	AS-BUILT WATER PLAN
AB-WP4	AS-BUILT DDCWSA WATER RELOCATION PLAN

JOB#:
H222226
CONNERS LANDING - MIRROR LAKE

DATE: JULY 18, 2023

REVISION

No. DATE:

LEGEND	
● ----- CALCULATED POINT	⊗ ----- WATER METER
○ ----- IRON PIN FOUND	⊗ ----- WATER VALVE
○ ----- IRON PIN SET (1/2" REBAR)	⊗ ----- FIRE HYDRANT
⊗ ----- R/W MONUMENT	• ----- SANITARY SEWER MANHOLE
P/L ----- PROPERTY LINE	o.c.o. ----- CLEANOUT
R/W ----- RIGHT OF WAY	⊗ ----- GREASE TRAP
N/F ----- NOW OR FORMERLY	⊗ ----- GAS METER
B/L ----- BUILDING LINE	⊗ ----- POWER METER
OTF ----- OPEN TOP PIPE	⊗ ----- POWER BOX
⊗ ----- DOUBLE WING CATCH BASIN	⊗ ----- GAS VALVE
⊗ ----- HEADWALL	⊗ ----- POWER POLE
⊗ ----- JUNCTION BOX	⊗ ----- GUY ANCHOR
⊗ ----- DROP INLET	• ----- BOLLARD
CMP ----- CORRUGATED METAL PIPE	o.i.c.v. ----- IRRIGATION CONTROL VALVE
RCP ----- REINFORCED CONCRETE PIPE	⊗ ----- FIBER OPTIC MARKER
⊗ ----- LIGHT POLE (1 LAMP)	⊗ ----- FIRE DEPT. CONNECTION
⊗ ----- LIGHT POLE (2 LAMPS)	⊗ ----- ASPHALT
⊗ ----- LIGHT POLE (3 LAMPS)	
⊗ ----- LIGHT POLE (4 LAMPS)	
----- BOUNDARY LINE	
----- FENCE	
----- GAS LINE	
----- UNDERGROUND POWER LINE	
----- OVERHEAD POWER LINE	
----- SANITARY SEWER LINE	
----- STORM DRAIN LINE	
----- WATER LINE	
----- 25' UNDISTURBED STATE WATER BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)	
----- 50' UNDISTURBED DOUGLAS COUNTY STREAM BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)	
----- 75' IMPERVIOUS SURFACE SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION)	



HUGHES-RAY COMPANY, INC.
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS

6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
p 770.942.0196
f 770.942.0152
www.HughesRay.com

AS-BUILT

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PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER
7/18/23
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No. DATE:

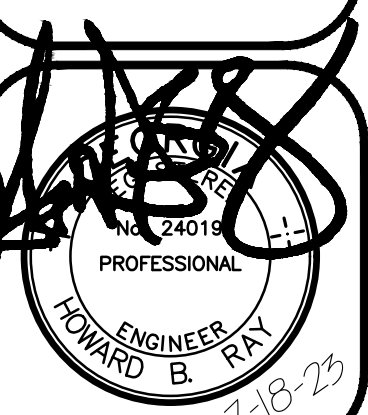
AS-BUILT SANITARY SEWER PLAN
OF

CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173, 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
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DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
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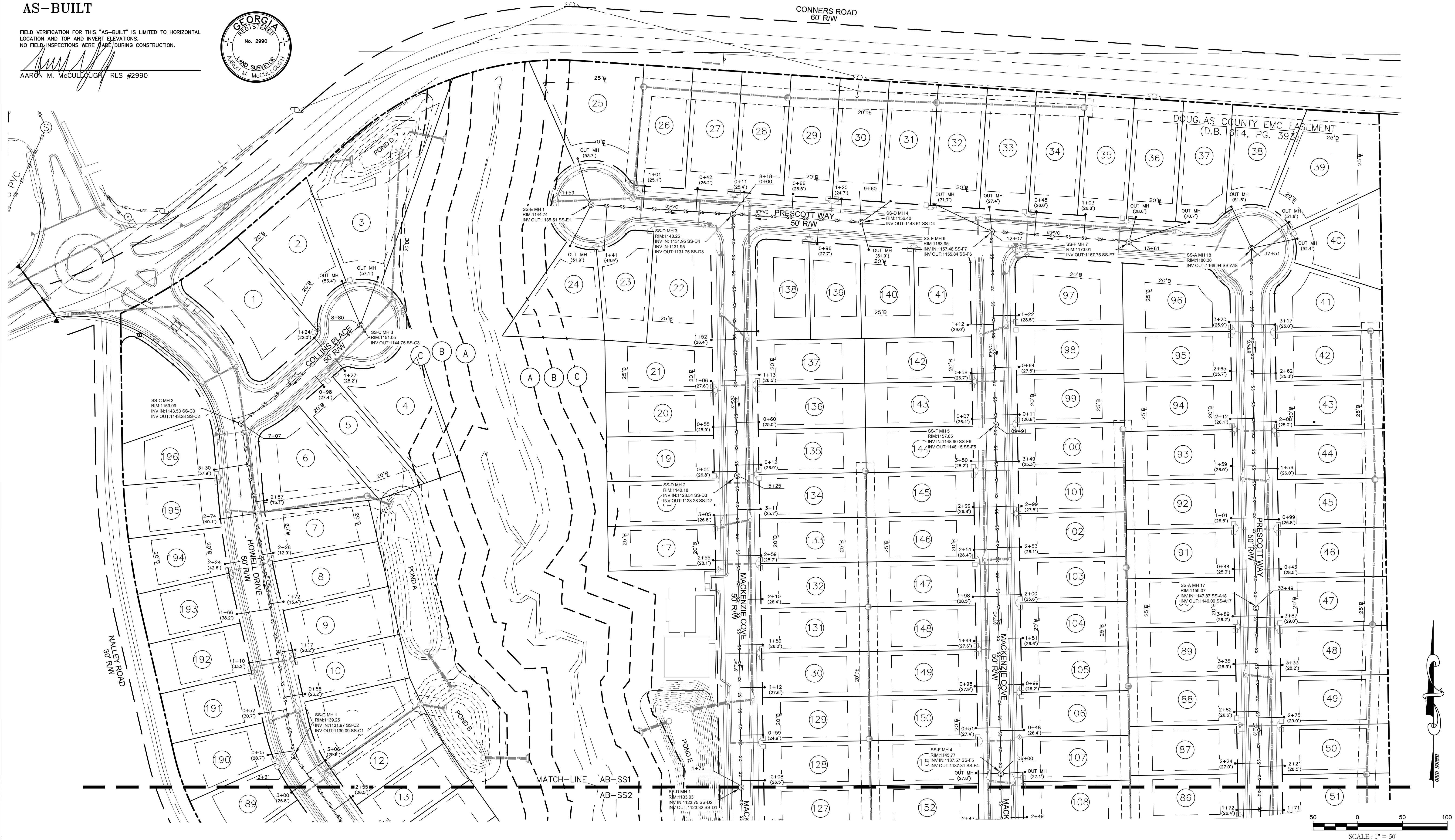
DATE: 07/18/23

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CHECKED BY: HBR

JOB#: H20166

AB-SS1





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DEVELOPER/OWNER: LGI HOMES - GEORGIA, LLC 2700 CUMBERLAND PKWY SUITE 100 ATLANTA, GA 30339 KEVIN TATE PHONE: (470) 707-5310

Kevin Tate 7/18/23
SIGNATURE OF DEVELOPER/OWNER DATE

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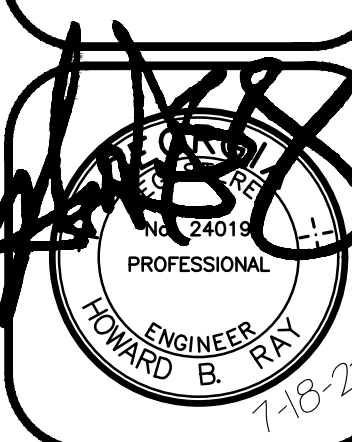
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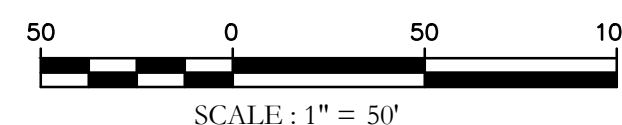
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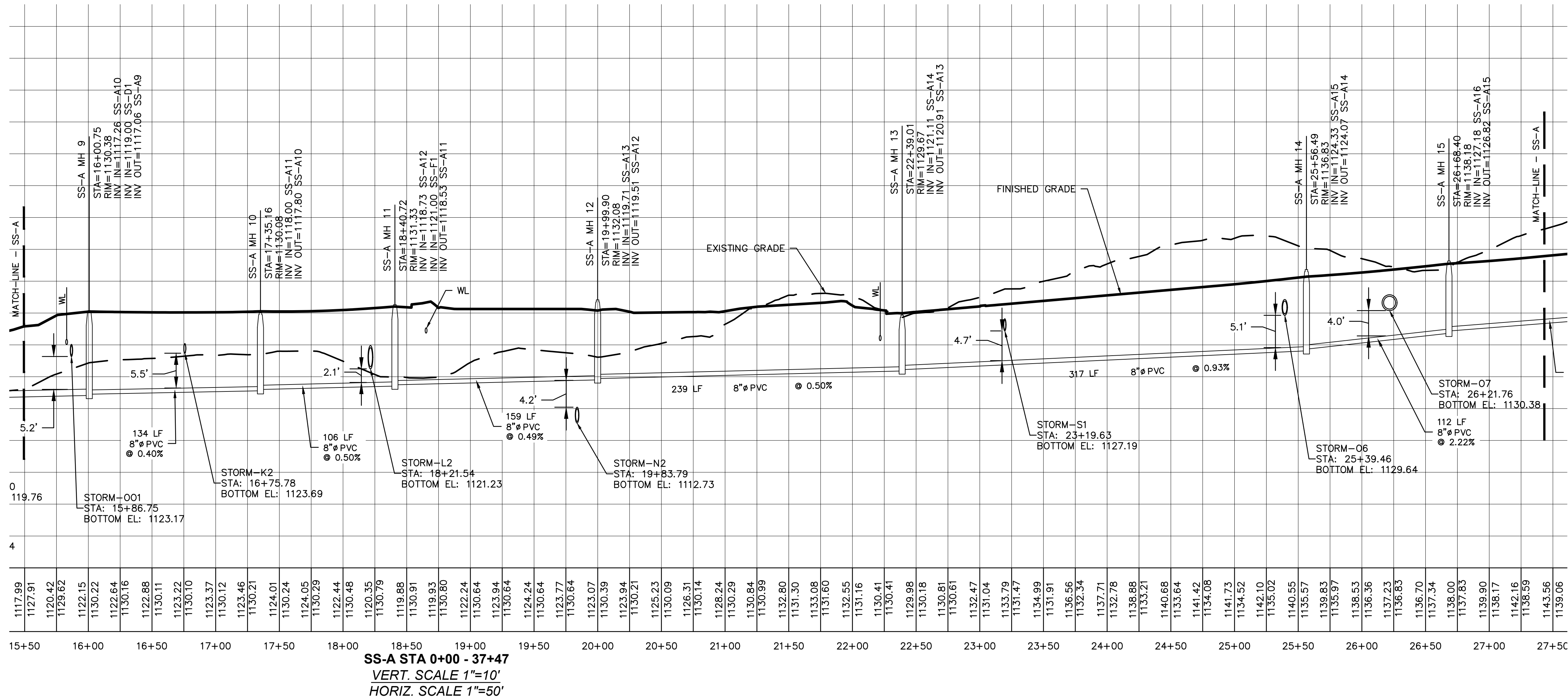
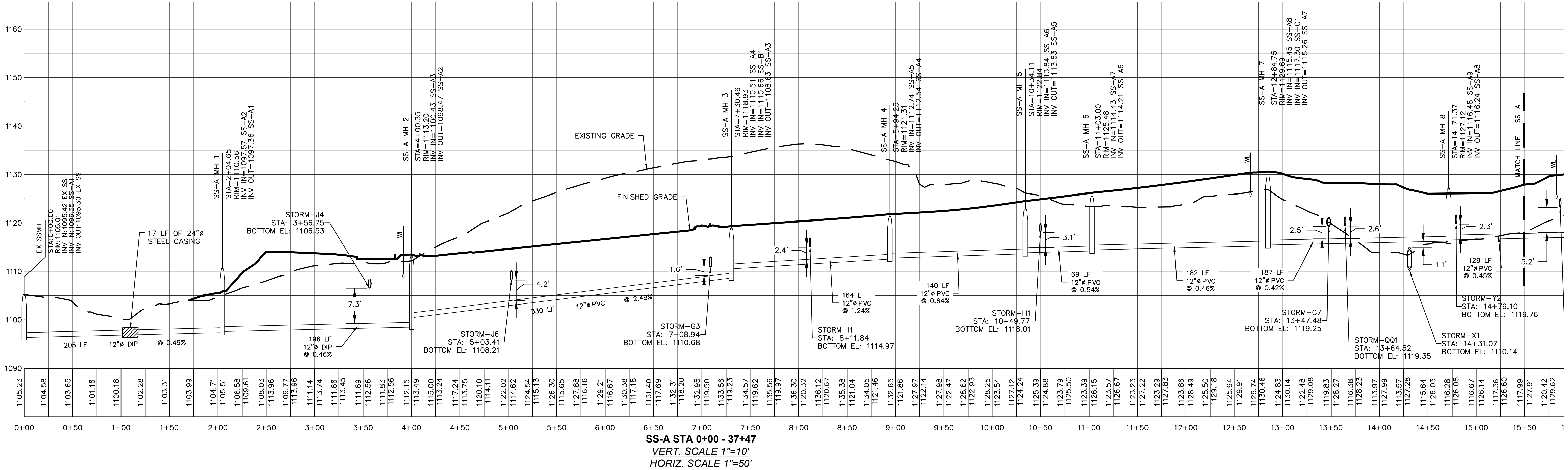
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 WILLIAMSON, GA 30292
 AL DANIEL
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Kevin Tate
 SIGNATURE OF DEVELOPER/OWNER
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 DESIGN ENGINEER: HOWARD B. RAY, P.E.



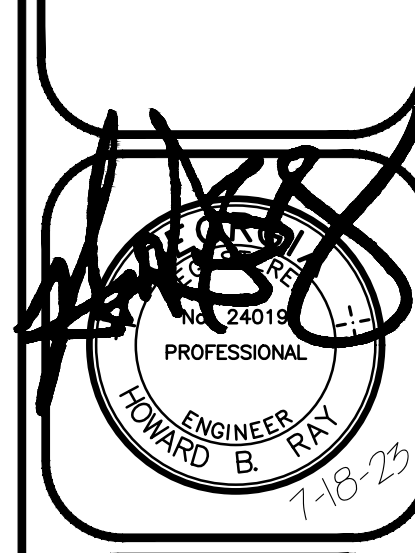
NO.	DATE	REVISION

CONNERS LANDING - MIRROR LAKE OF AS-BUILT SANITARY SEWER PROFILES L.L. 172 & 173, 2nd DISTRICT, 6th SECTION CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
 LGI HOMES - GEORGIA, LLC
 2700 CUMBERLAND PARKWAY SUITE 100
 ATLANTA, GA 30339

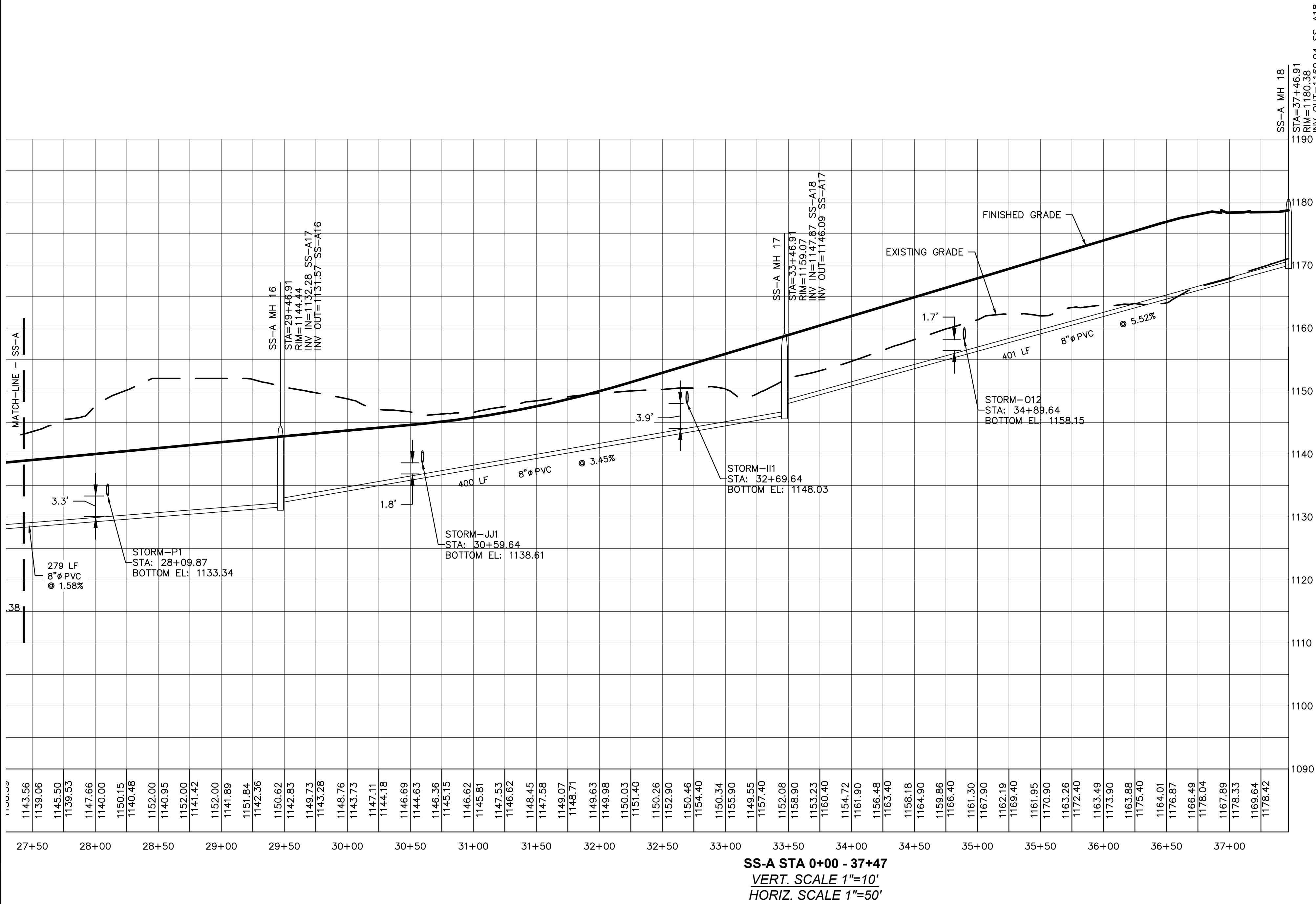
DEVELOPER:
 SAME AS ABOVE

24 HR. CONTACT:
 KEVIN TATE
 (470)-707-5310



DATE: 07/18/23
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 CHECKED BY: HBR

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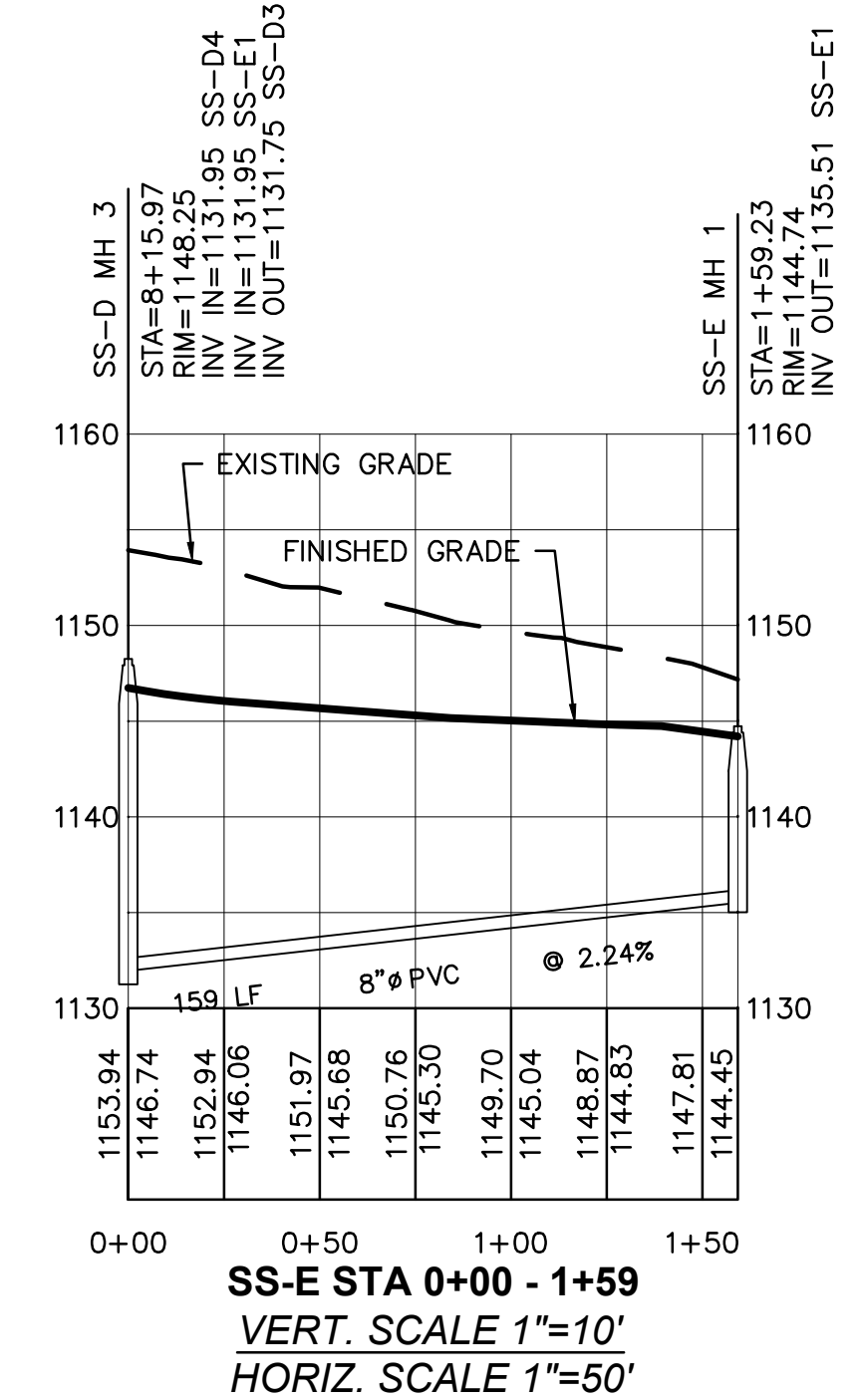
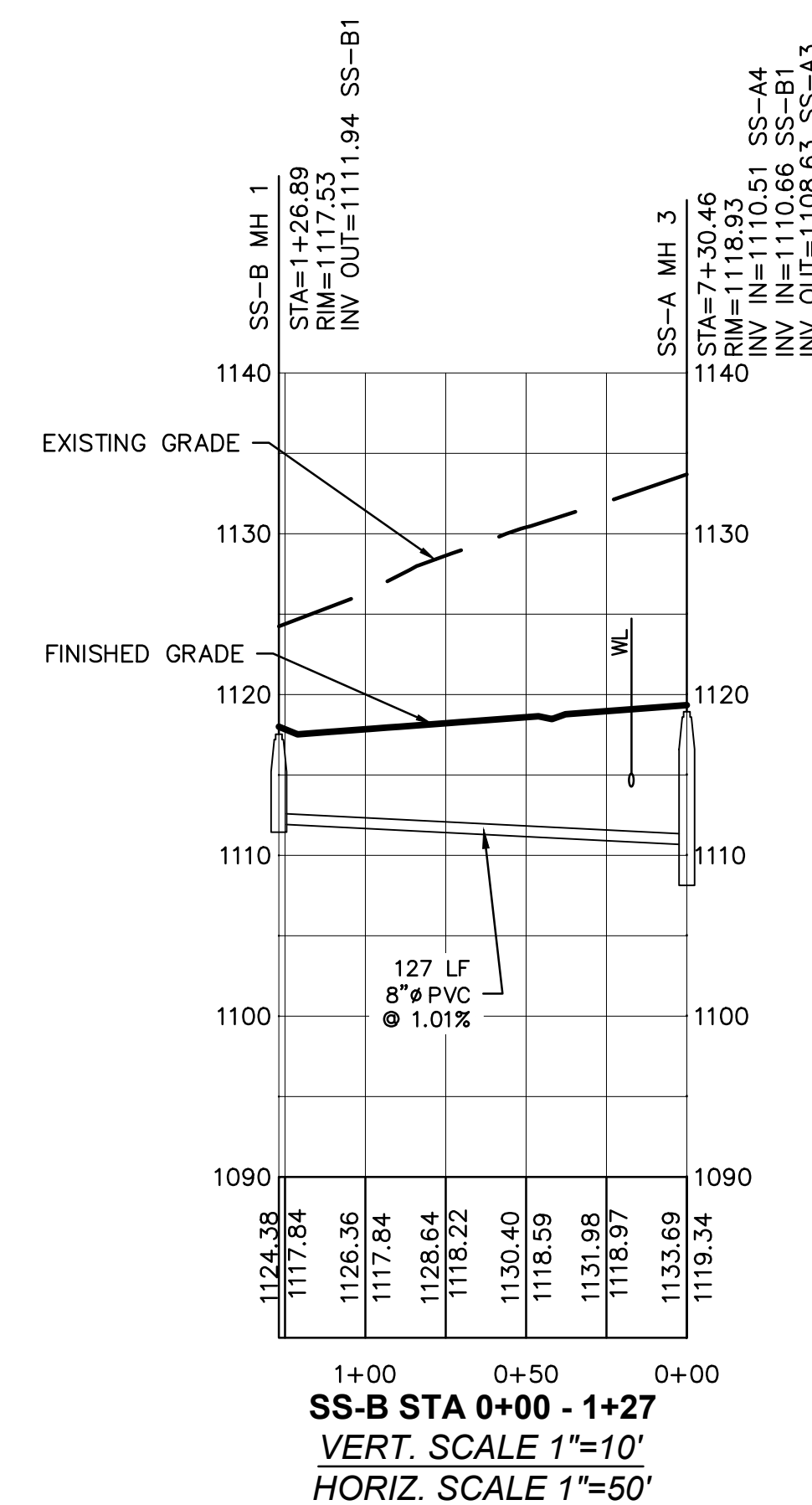
GEORGIA REGISTERED LAND SURVEYOR No. 2990

AS-BUILT

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Howard B. Ray
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 24019 HOWARD B. RAY



PREPARED BY:

HRC

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REGISTERED PROFESSIONAL ENGINEERS & ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
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www.HughesRay.com

No.	DATE	REVISION

AS-BUILT SANITARY SEWER PROFILES
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173, 2nd DISTRICT, 6th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
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2700 CUMBERLAND PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310

Kevin Tate
DESIGN ENGINEER: KEVIN TATE, P.E.

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 24019 KEVIN TATE

DATE: 07/18/23

DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SS5

REVISION

No. DATE:

AS-BUILT SANITARY SEWER PROFILES
OF
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(470)-707-5310

PROFESSIONAL
ENGINEER
HOWARD B. RAY
No. 24019
7-18-23

DATE: 07/18/23

DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SS6

AS-BUILT

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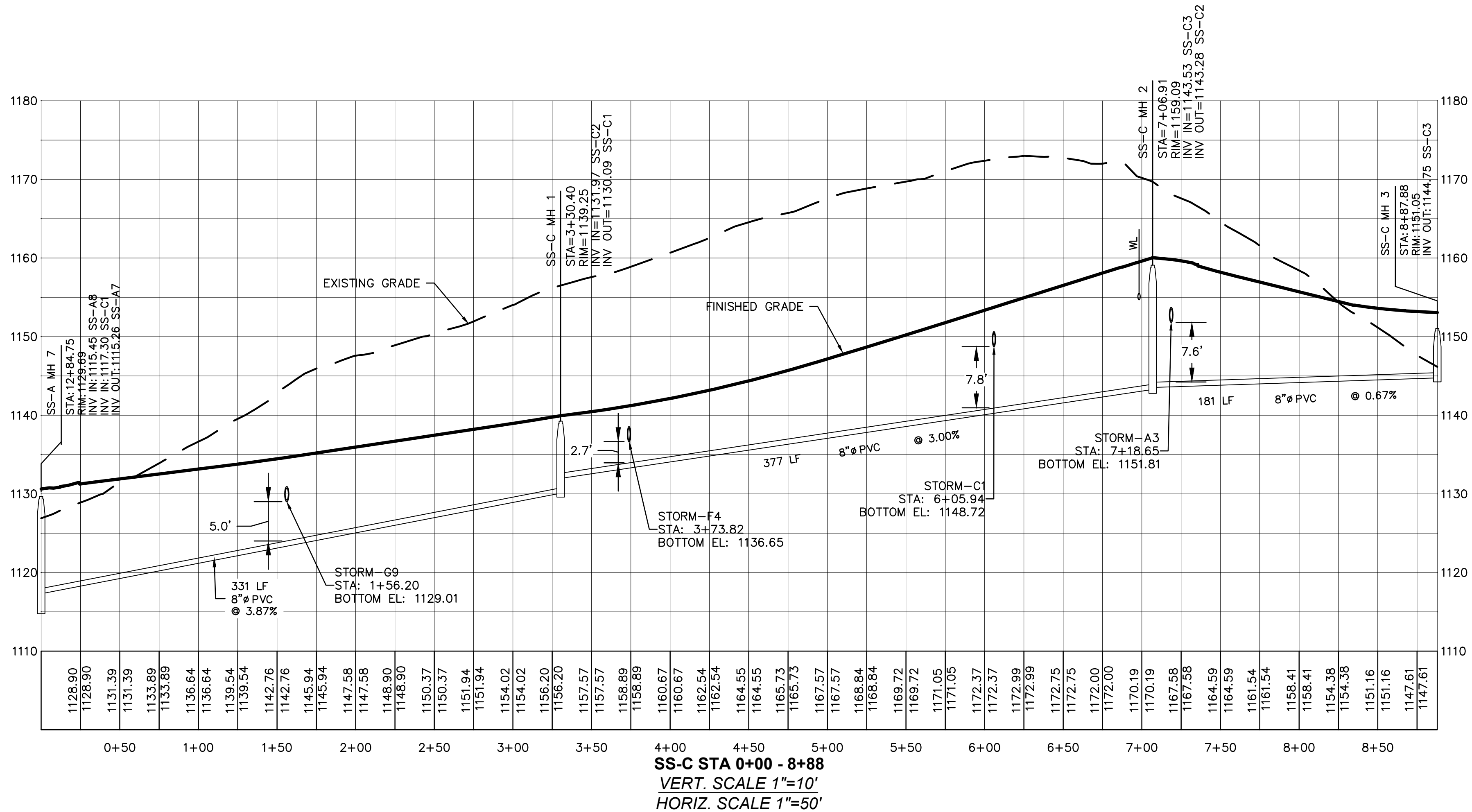
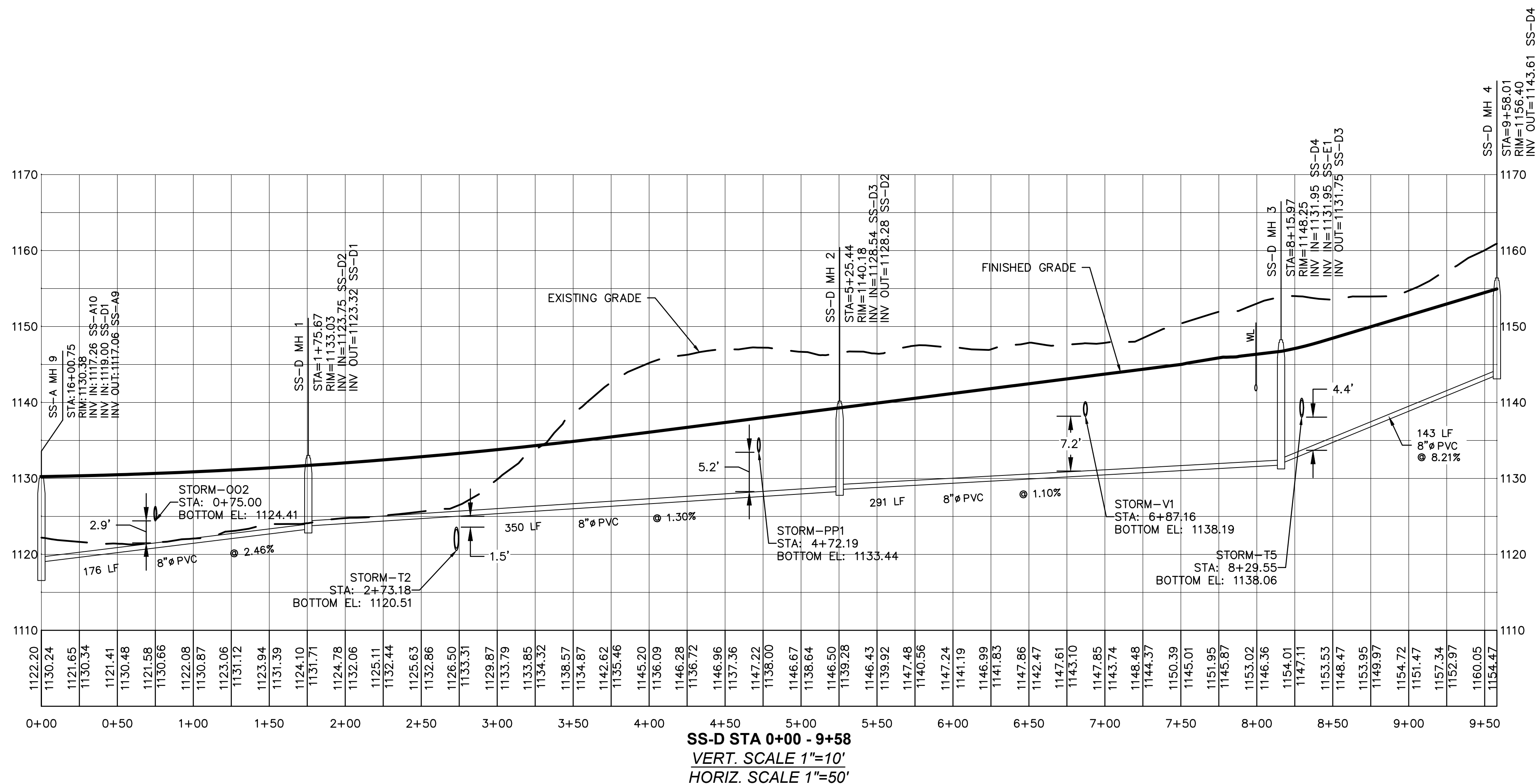
Aaron M. McCullough
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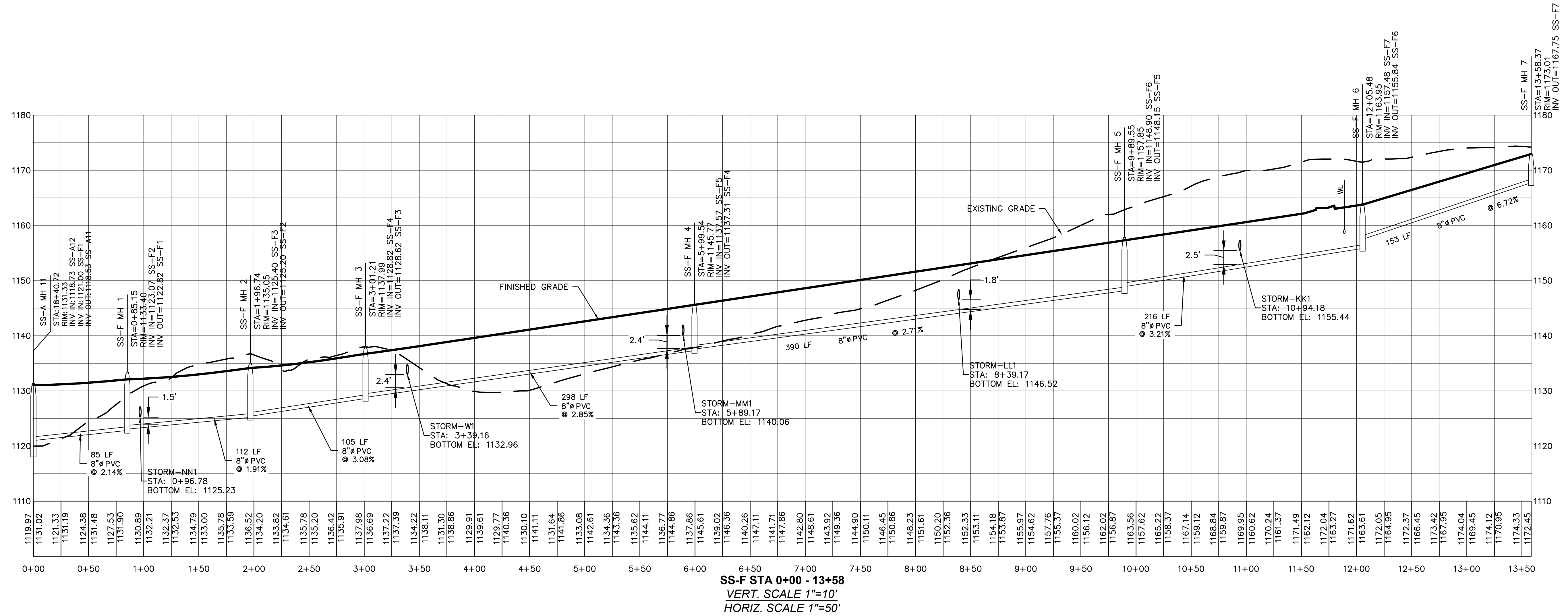


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HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.





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REVISION	
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DATE: 07/18/23
DRAWN BY: NRT
CHECKED BY: HBR

JOB#: H20166

AB-SS7

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[Signature]

HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



PREPARED BY:
HRC
HRC ENGINEERS
ENGINEERS & ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.hrcengineers.com

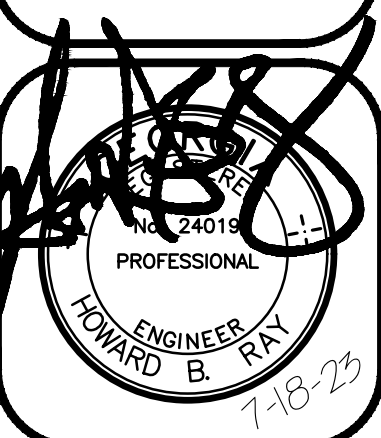
NO.	DATE:	REVISION

AS-BUILT STORM DRAIN PLAN
OF
CONNERS LANDING - MIRROR LAKE
LL. 172 & 173, 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

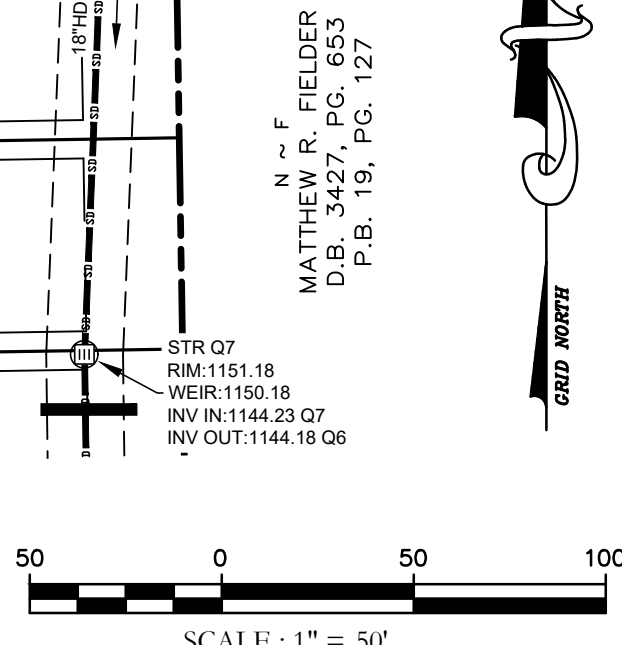
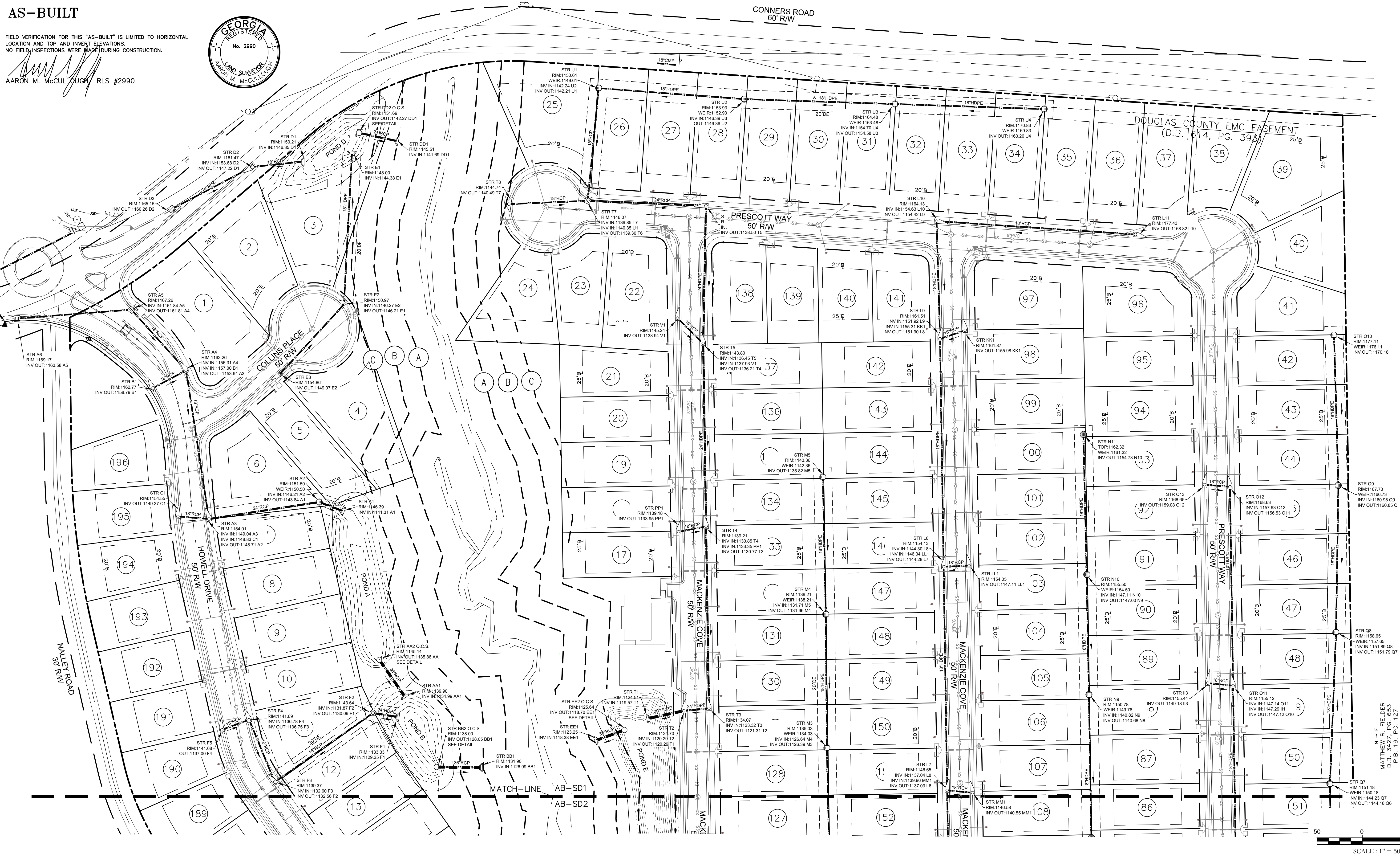
OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



DATE: 07/18/23
DRAWN BY: NRT
CHECKED BY: HBR
JOB#: H20166
AB-SD1



REVISION

No. DATE:

AS-BUILT STORM DRAIN PLAN
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173, 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

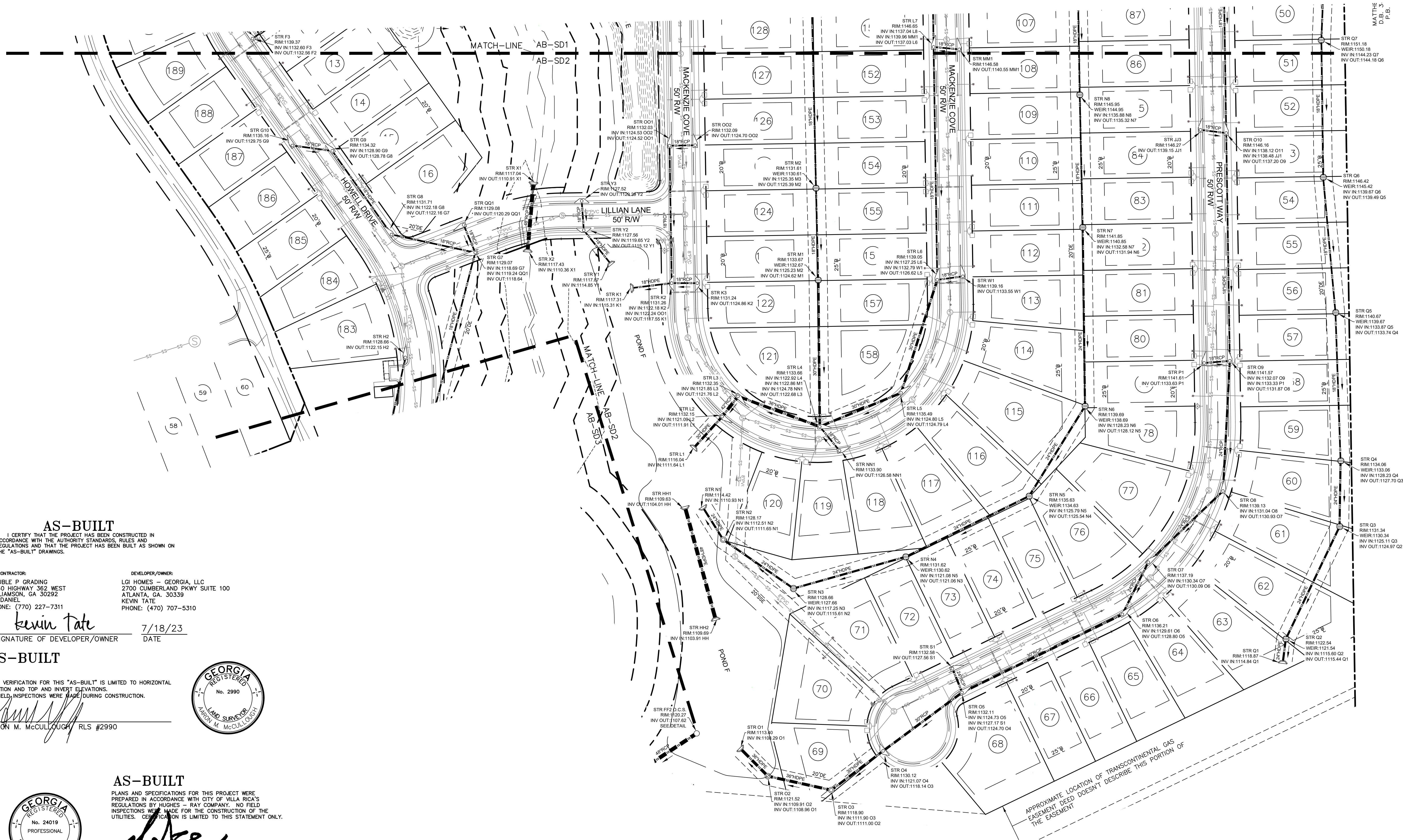
24 HR. CONTACT:
KEVIN TATE
(470)-707-5310

HRC
REGISTERED
PROFESSIONAL
ENGINEER
FORWARD B. RAY
7-18-23

DATE: 07/18/23
DRAWN BY: NRT
CHECKED BY: HBR

JOB#: H20166

AB-SD2



AS-BUILT

I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER
DATE: 7/18/23

AS-BUILT

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Aaron M. McCullough
AARON M. MCCULLOUGH, RLS #2990



AS-BUILT

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HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.





AS-BUILT

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CONTRACTOR: DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER: LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate 7/18/23
SIGNATURE OF DEVELOPER/OWNER DATE

AS-BUILT

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Aaron M. McCulloch RLS #2990
AARON M. McCULLOUGH



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Howard B. Ray
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



REVISION

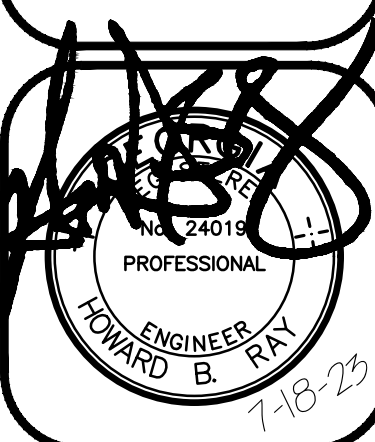
No. DATE:

AS-BUILT STORM DRAIN PLAN
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173 - 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



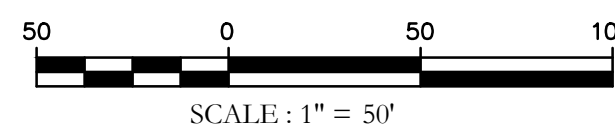
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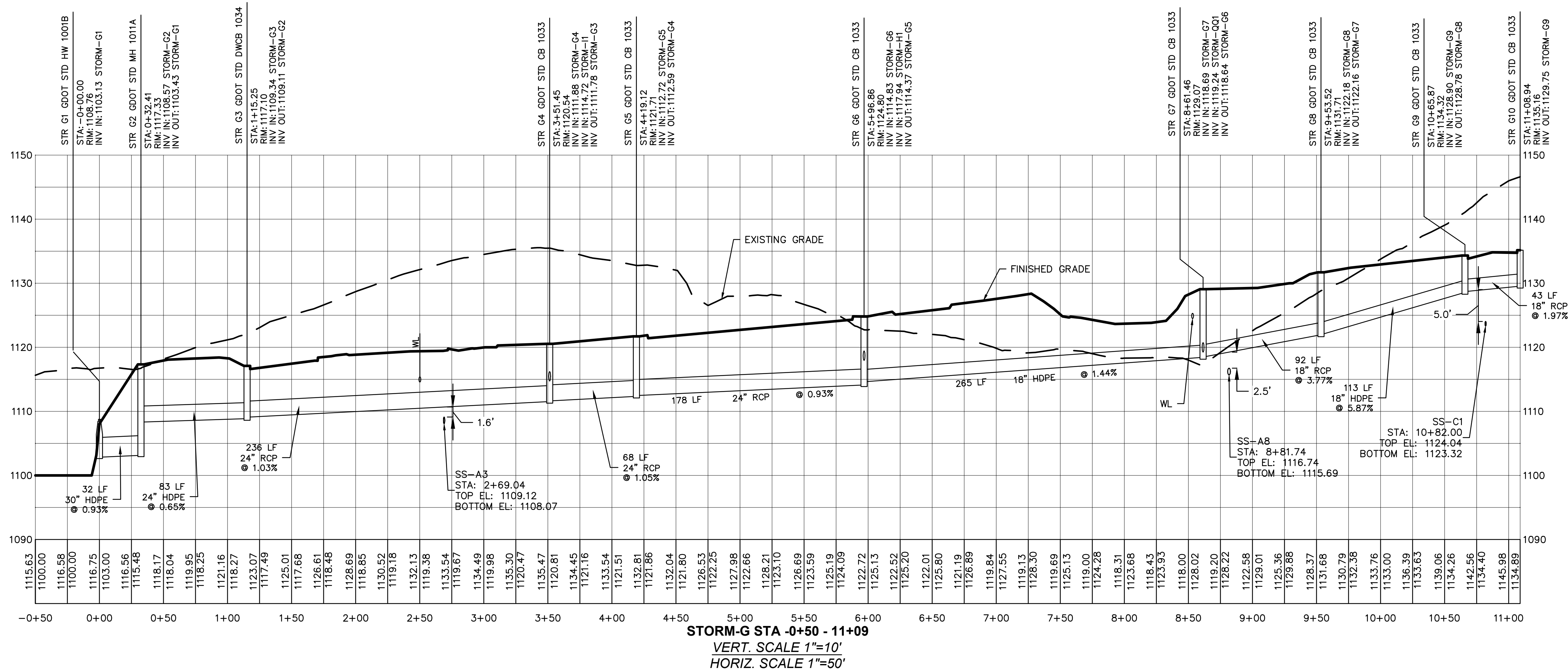
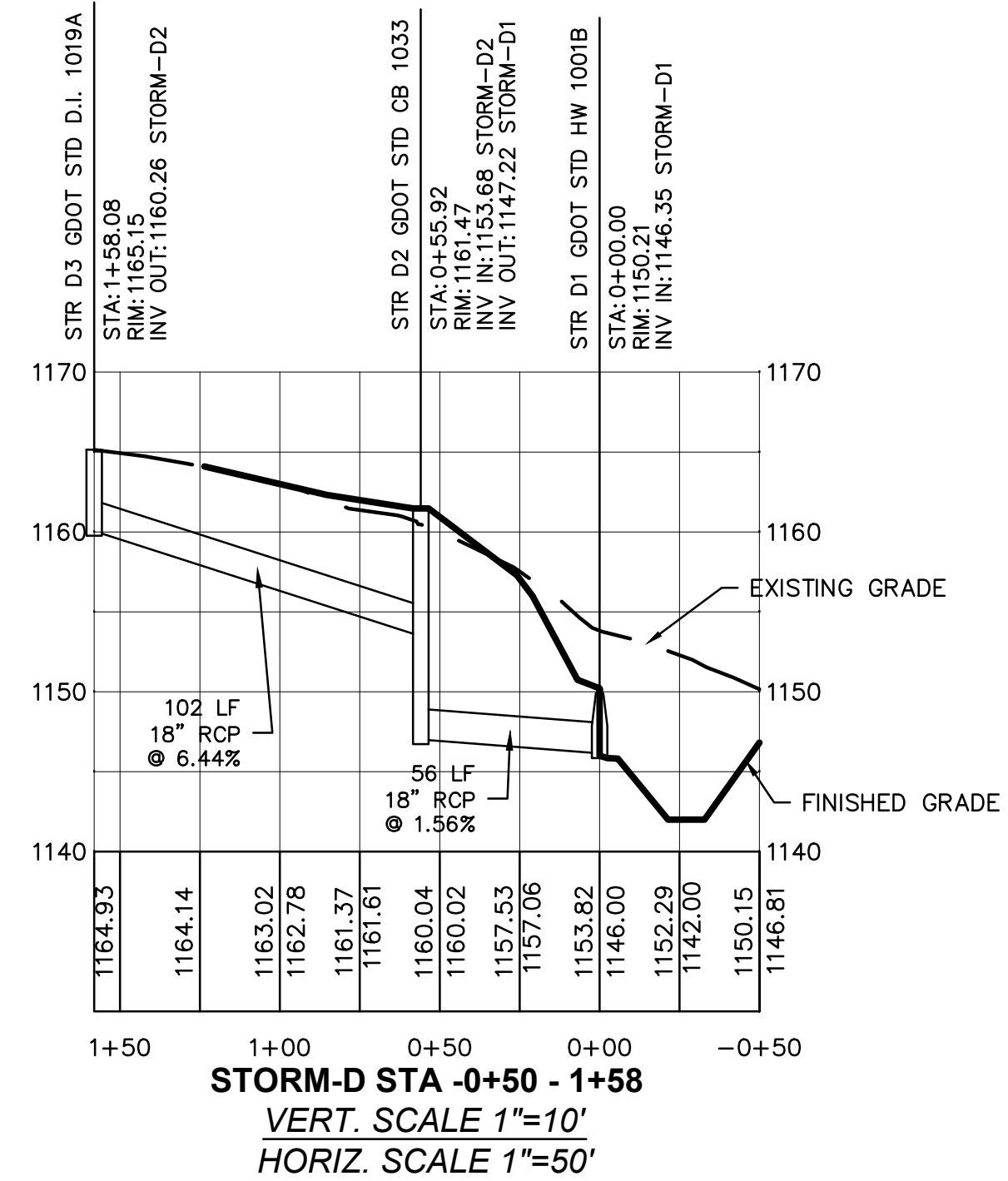
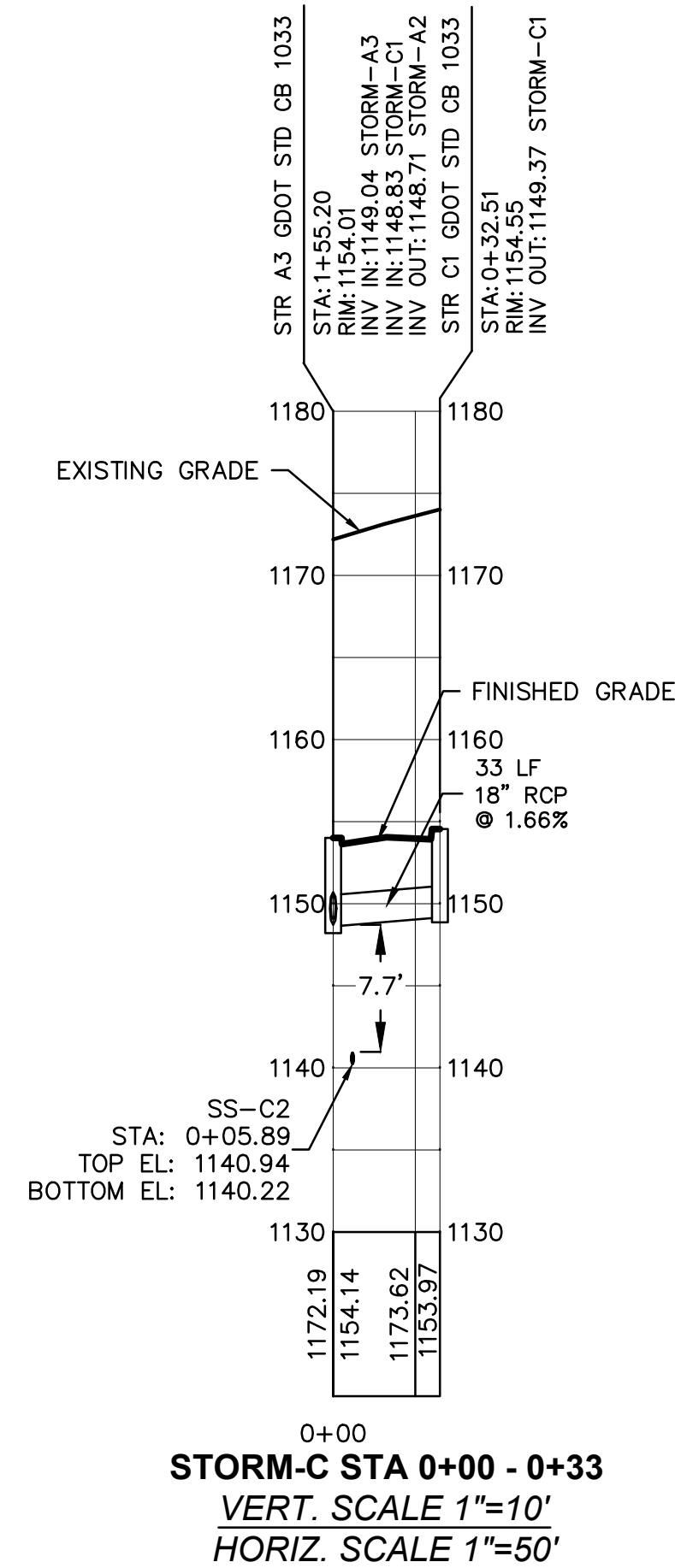
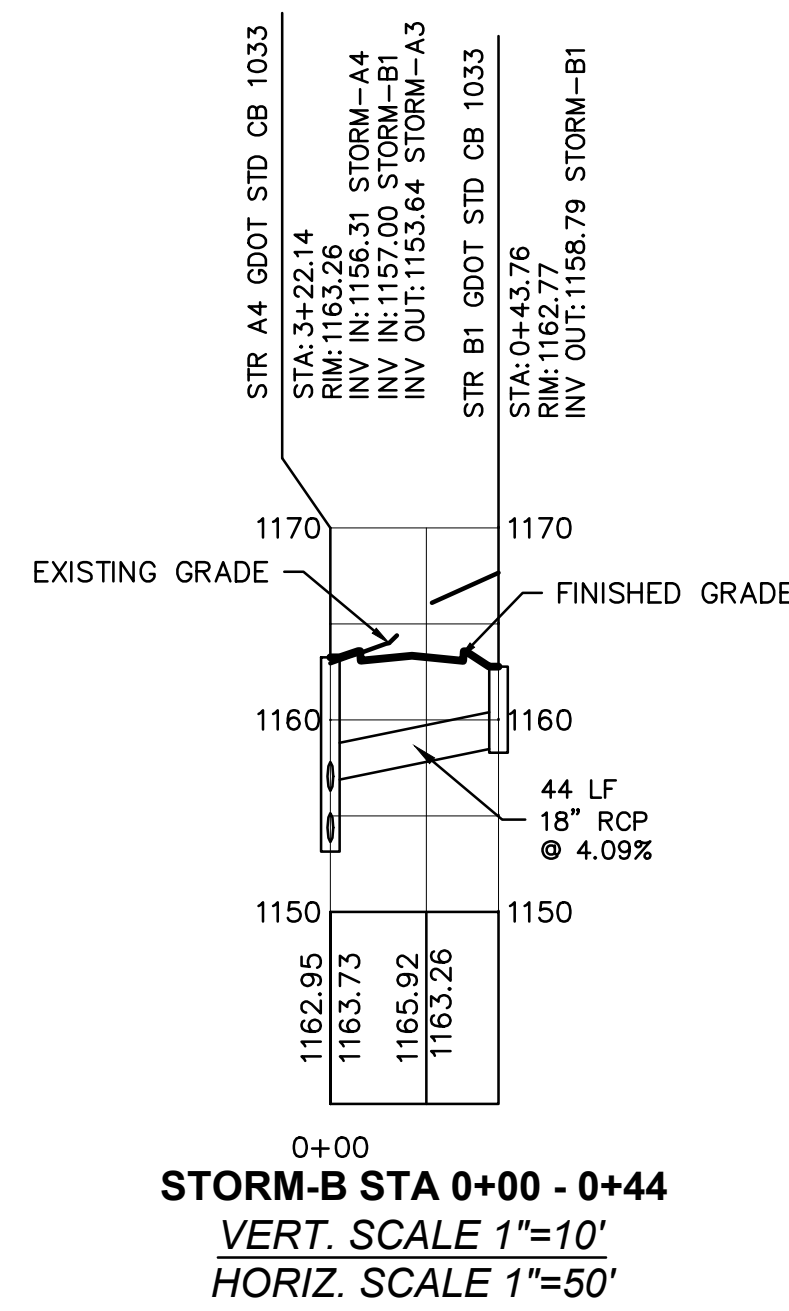
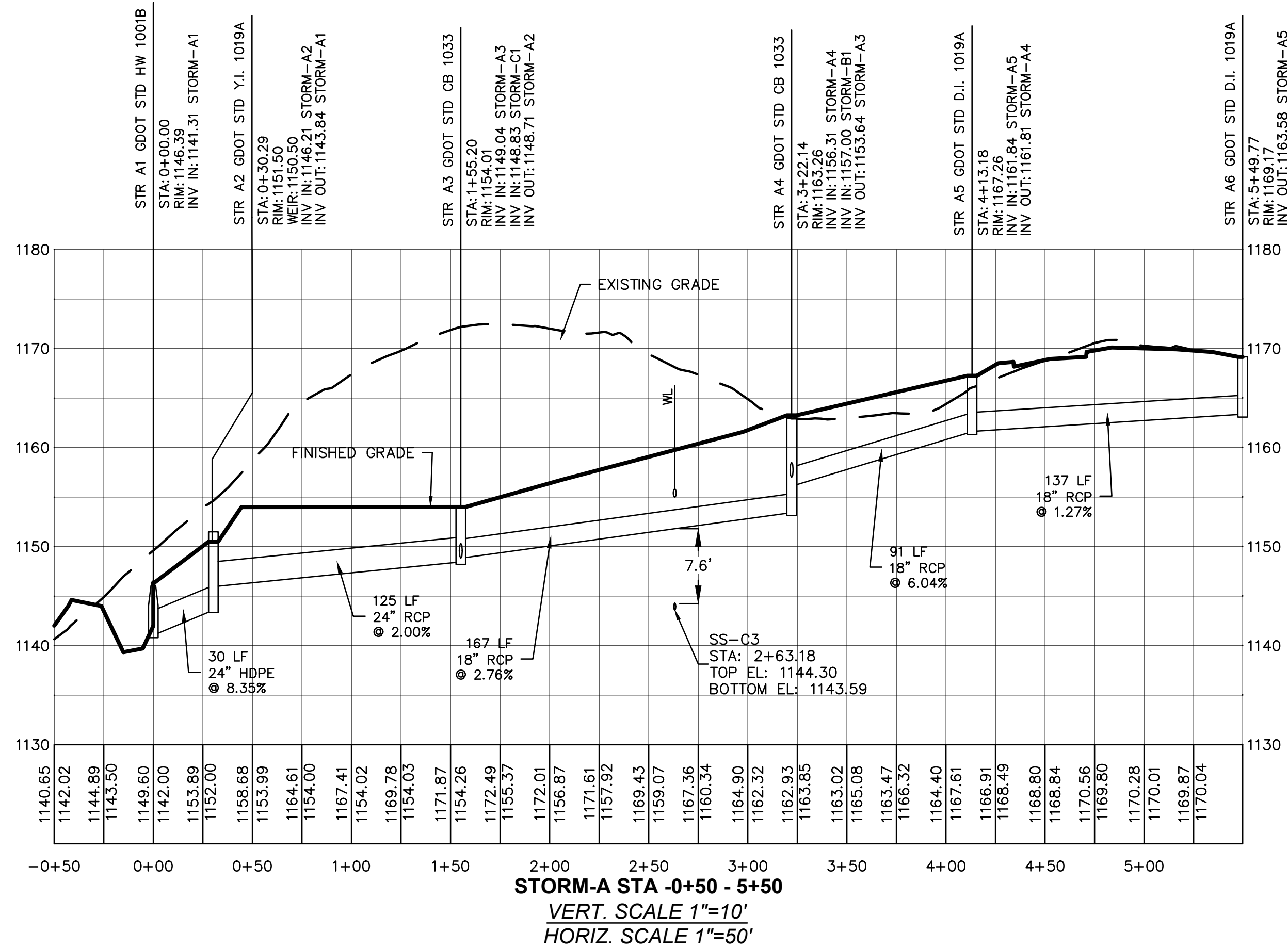
DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SD3





AS-BUILT

I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
 DOUBLE P GRADING
 3060 HIGHWAY 362 WEST
 WILLIAMSON, GA 30292
 AL DANIEL
 PHONE: (770) 227-7311

DEVELOPER/OWNER:
 LGI HOMES - GEORGIA, LLC
 2700 CUMBERLAND PKWY SUITE 100
 ATLANTA, GA 30339
 KEVIN TATE
 PHONE: (470) 707-5310

SIGNATURE OF DEVELOPER/OWNER: *Kevin Tate* DATE: 7/18/23

AS-BUILT

FIELD VERIFICATION FOR THIS "AS-BUILT" IS LIMITED TO HORIZONTAL LOCATION AND TOP AND INVERT ELEVATIONS. NO FIELD INSPECTIONS WERE MADE DURING CONSTRUCTION.

AARON M. MCCULLOUGH, RLS #2990



AS-BUILT

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HUGHES - RAY COMPANY
 DESIGN ENGINEER: HOWARD B. RAY, P.E.



REVISION

No. DATE:

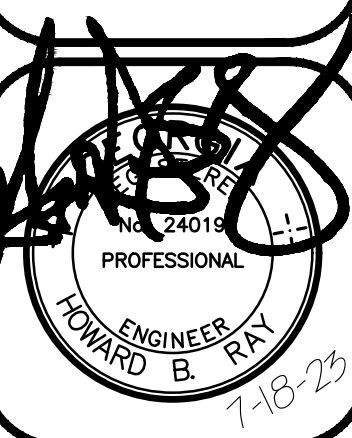
CONNERS LANDING - MIRROR LAKE

LL 172 & 173, 2nd DISTRICT, 6th SECTION
 CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
 LGI HOMES - GEORGIA, LLC
 2700 CUMBERLAND PARKWAY SUITE 100
 ATLANTA, GA 30339

DEVELOPER:
 SAME AS ABOVE

24 HR. CONTACT:
 KEVIN TATE
 (470)-707-5310



DATE: 07/18/23

DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SD4

AS-BUILT

CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER
7/18/23
DATE

AS-BUILT

FIELD VERIFICATION FOR THIS "AS-BUILT" IS LIMITED TO HORIZONTAL LOCATION AND TOP AND INVERT ELEVATIONS. NO FIELD INSPECTIONS WERE MADE DURING CONSTRUCTION.

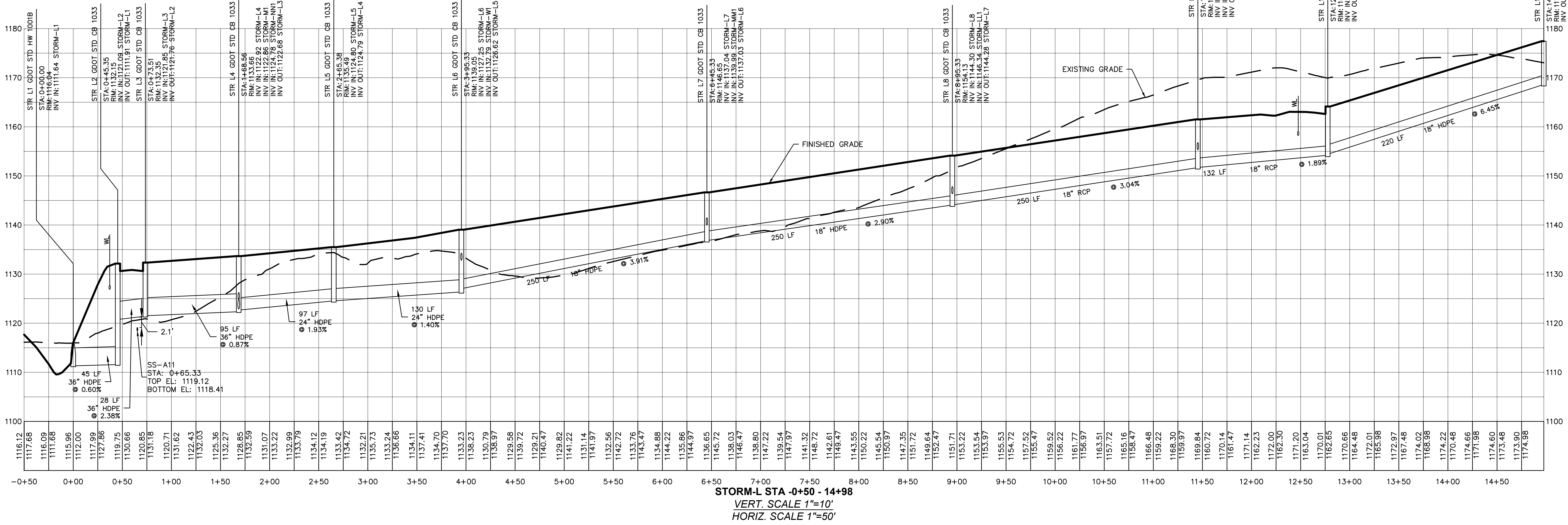
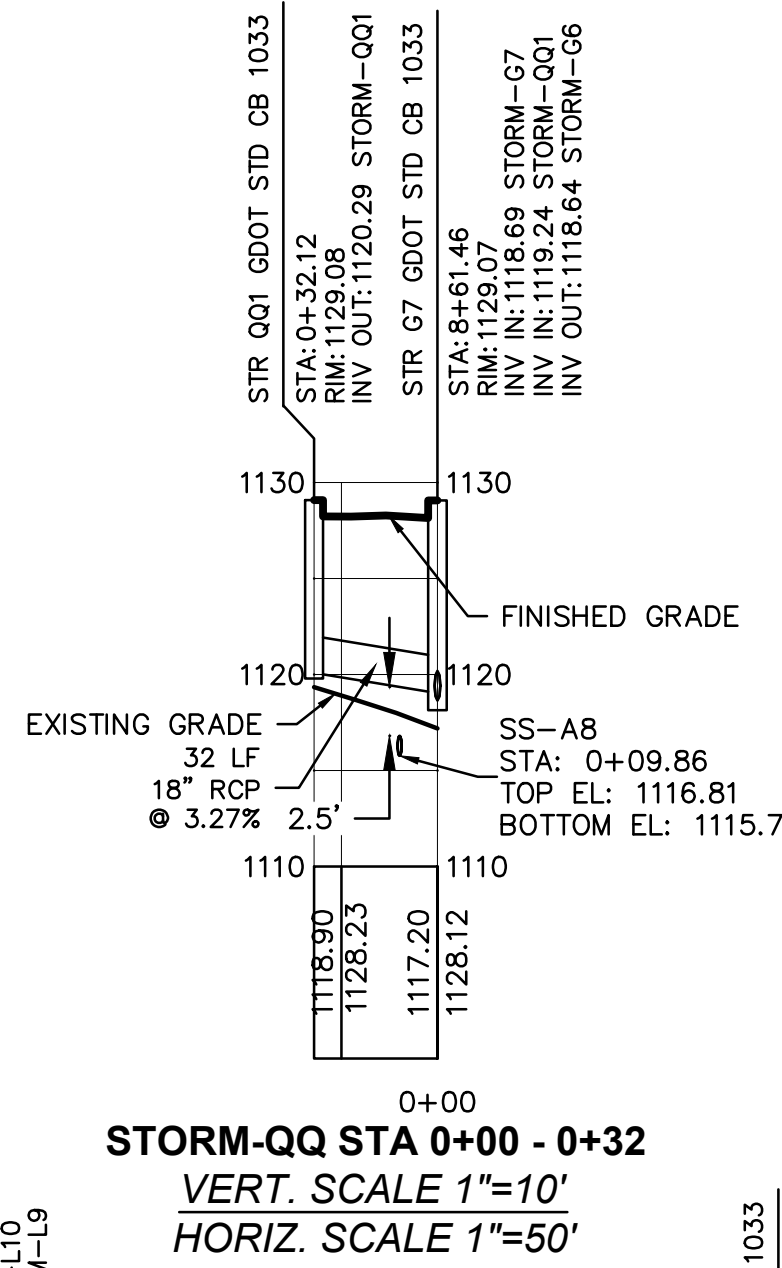
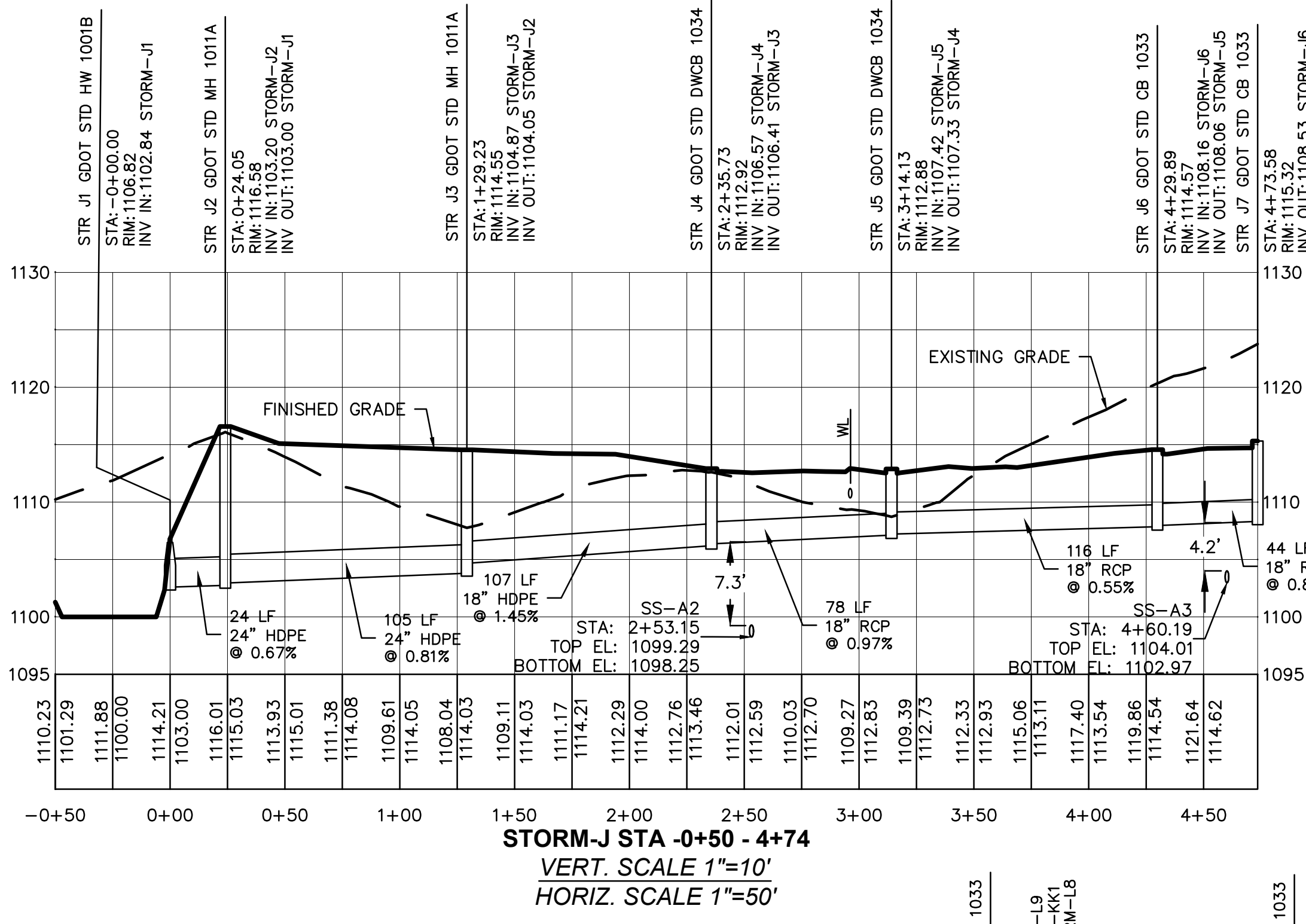
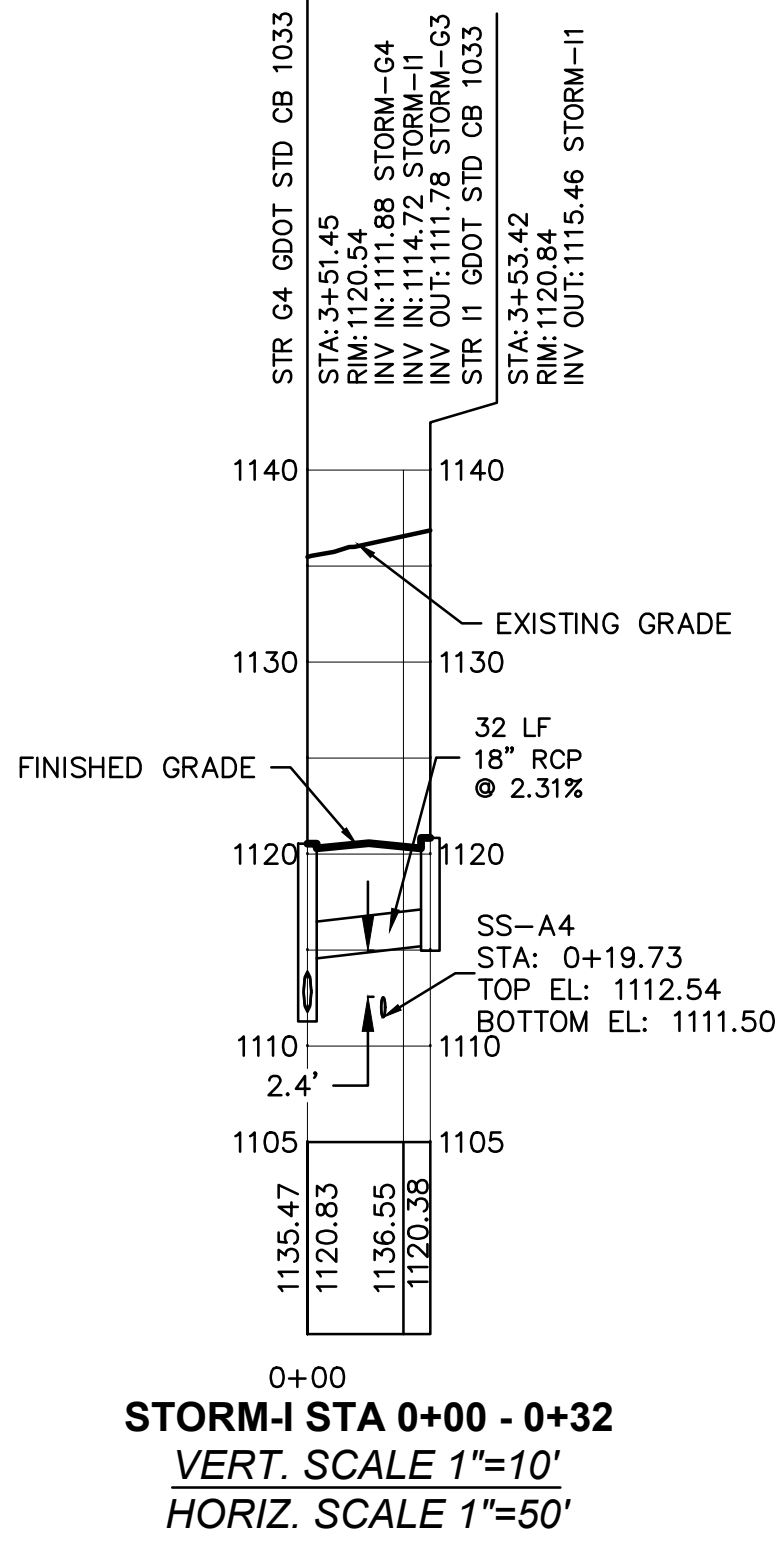
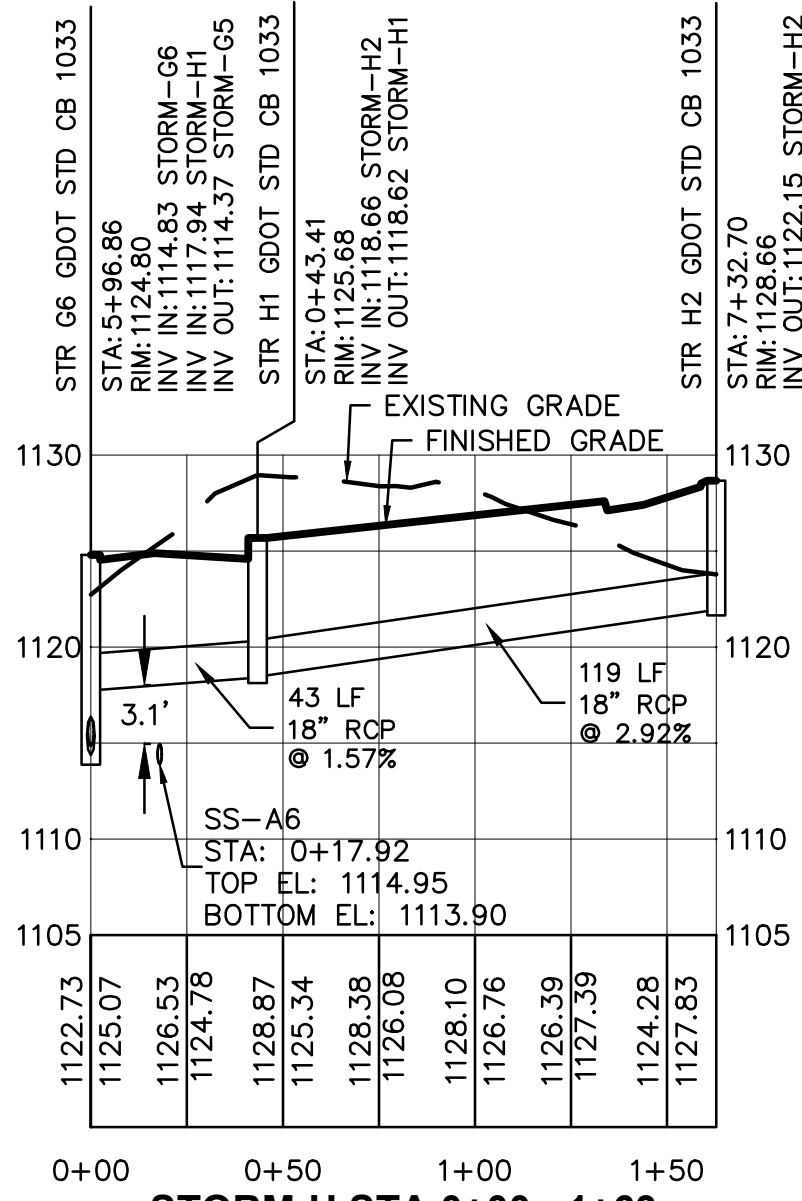
AARON M. McCULLOUGH, RLS #2990



AS-BUILT

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HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



No.	DATE:	REVISION

AS-BUILT STORM DRAIN PROFILES
OF
CONNERS LANDING - MIRROR LAKE
LL. 172 & 173, 2nd DISTRICT, 6th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



DATE: 07/18/23

DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SD5

AS-BUILT

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CONTRACTOR: DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER: LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA 30339
KEVIN TATE
PHONE: (470) 707-5310

SIGNATURE OF DEVELOPER/OWNER: *Kevin Tate* DATE: 7/18/23

AS-BUILT

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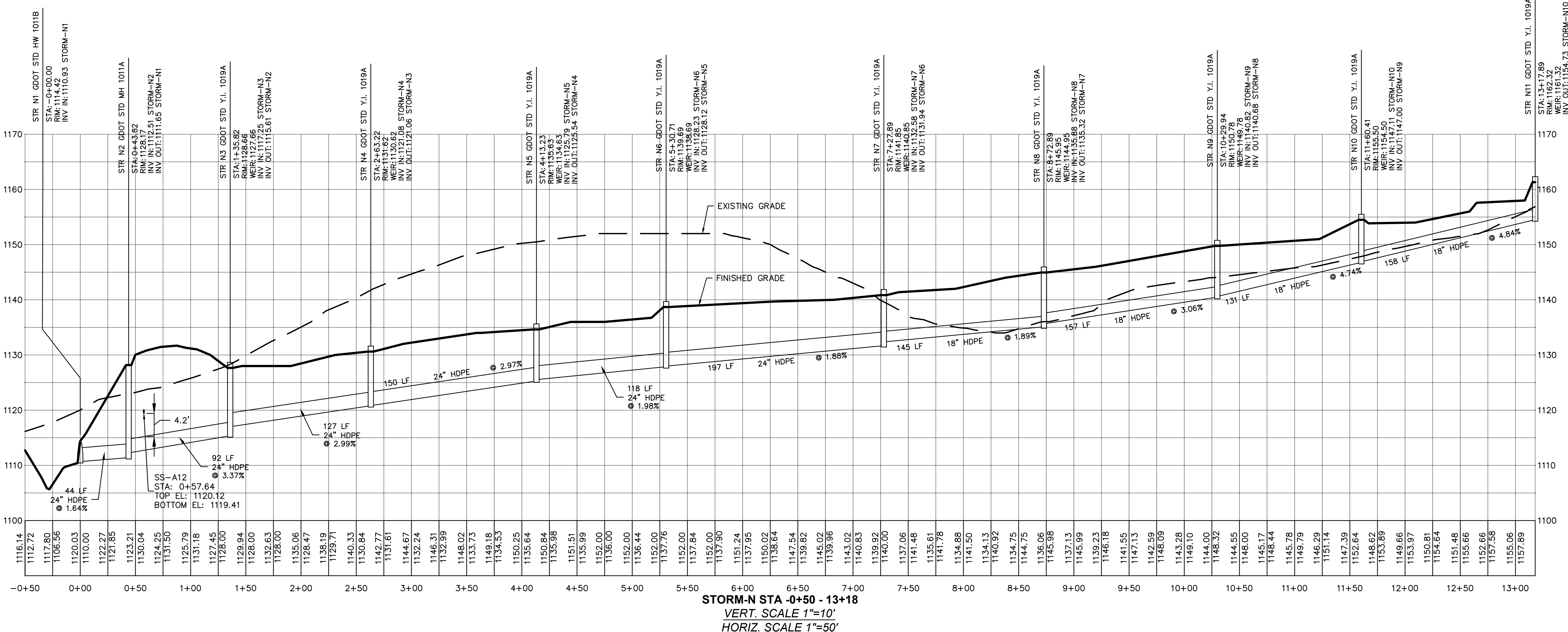
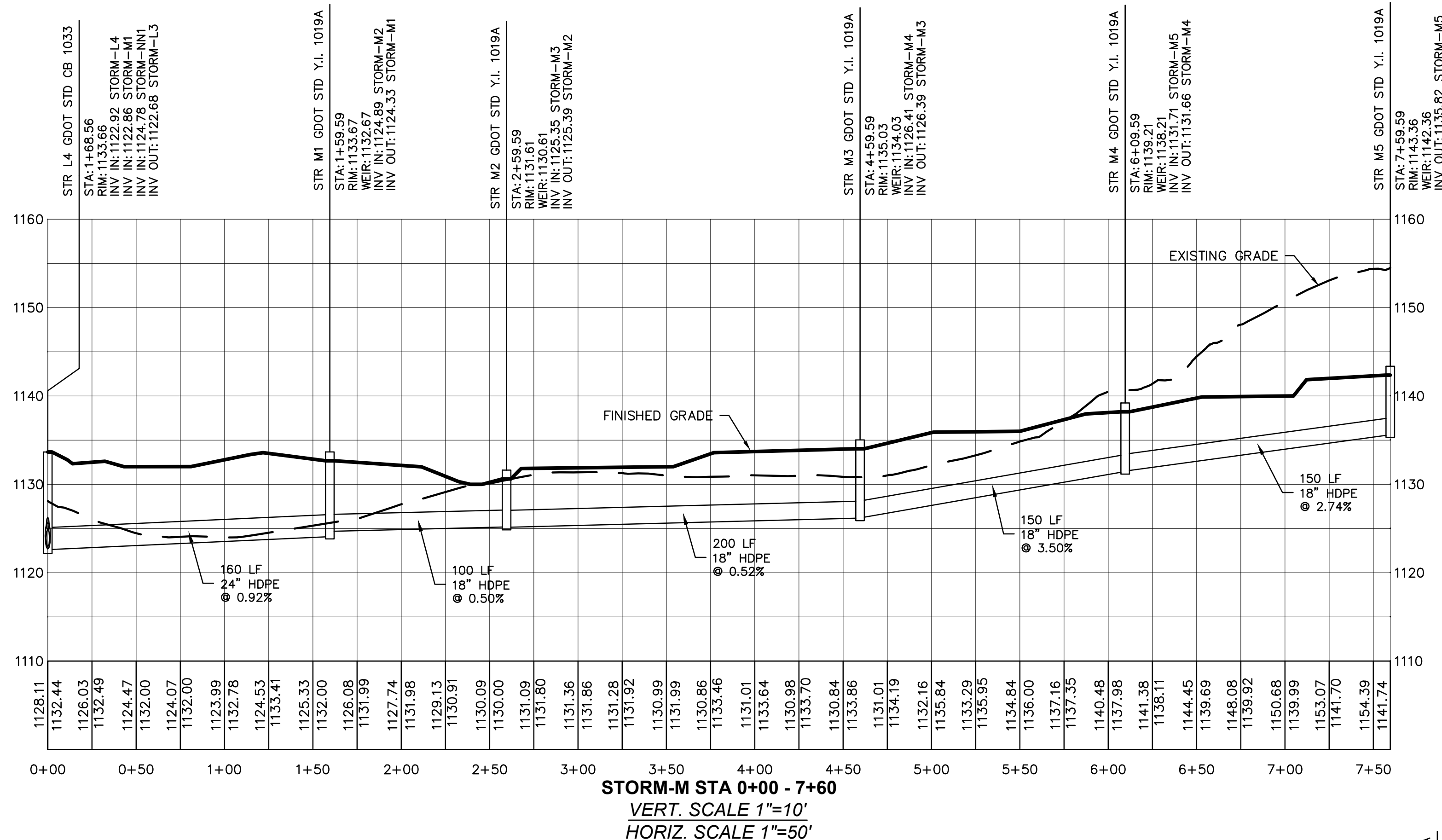
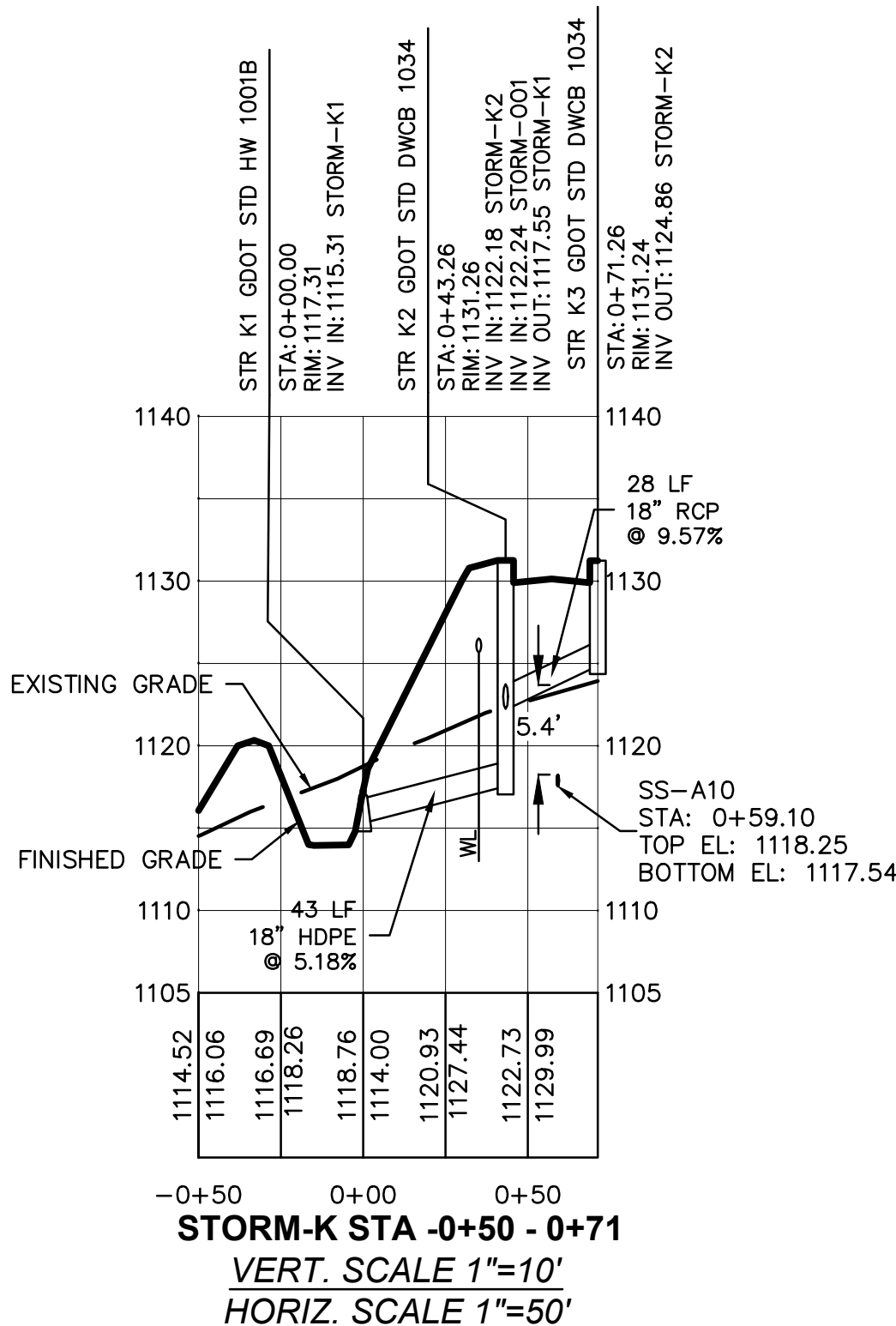
AARON M. McCULLOUGH, RLS #2990



AS-BUILT

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HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



REVISION	No.	DATE:

AS-BUILT STORM DRAIN PROFILES
OF
CONNERS LANDING - MIRROR LAKE
LL 172 & 173, 2nd DISTRICT, 6th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
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2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



DATE: 07/18/23

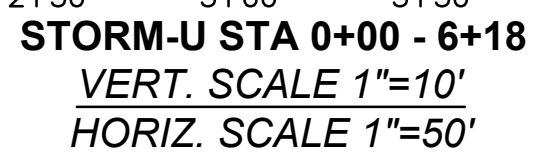
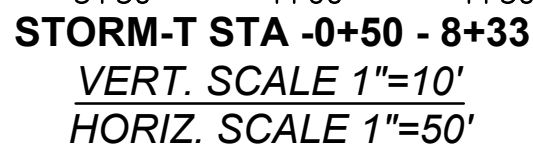
DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SD6





I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:	DEVELOPER/OWNER:
DOUBLE P GRADING	LGI HOMES - GEORGIA, LLC
3060 HIGHWAY 362 WEST	2700 CUMBERLAND PKWY SUITE 100
WILLIAMSON, GA 30292	ATLANTA, GA. 30339
AL DANIEL	KEVIN TATE
PHONE: (770) 227-7311	PHONE: (470) 707-5310

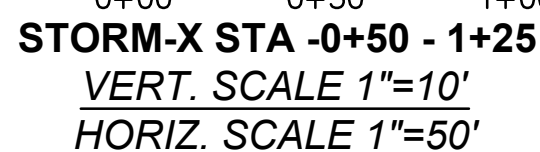
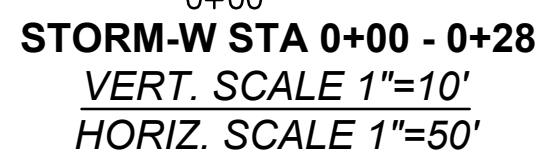
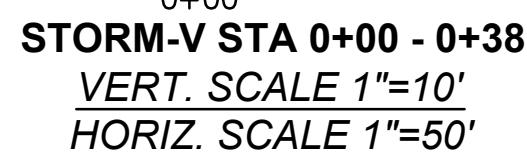
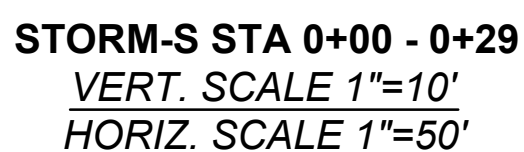
Kevin Tate 7/18/23
SIGNATURE OF DEVELOPER/OWNER DATE

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LOCATION AND TOP AND INVERT ELEVATIONS.
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AARON M. McCULLOUGH RLS #2990

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HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



AS-BUILT

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CONTRACTOR: DOUBLE P GRADING 3060 HIGHWAY 362 WEST WILLIAMSON, GA 30292 AL DANIEL PHONE: (770) 227-7311

DEVELOPER/OWNER: LGI HOMES - GEORGIA, LLC 2700 CUMBERLAND PKWY SUITE 100 ATLANTA, GA 30339 KEVIN TATE PHONE: (470) 707-5310

AS-BUILT

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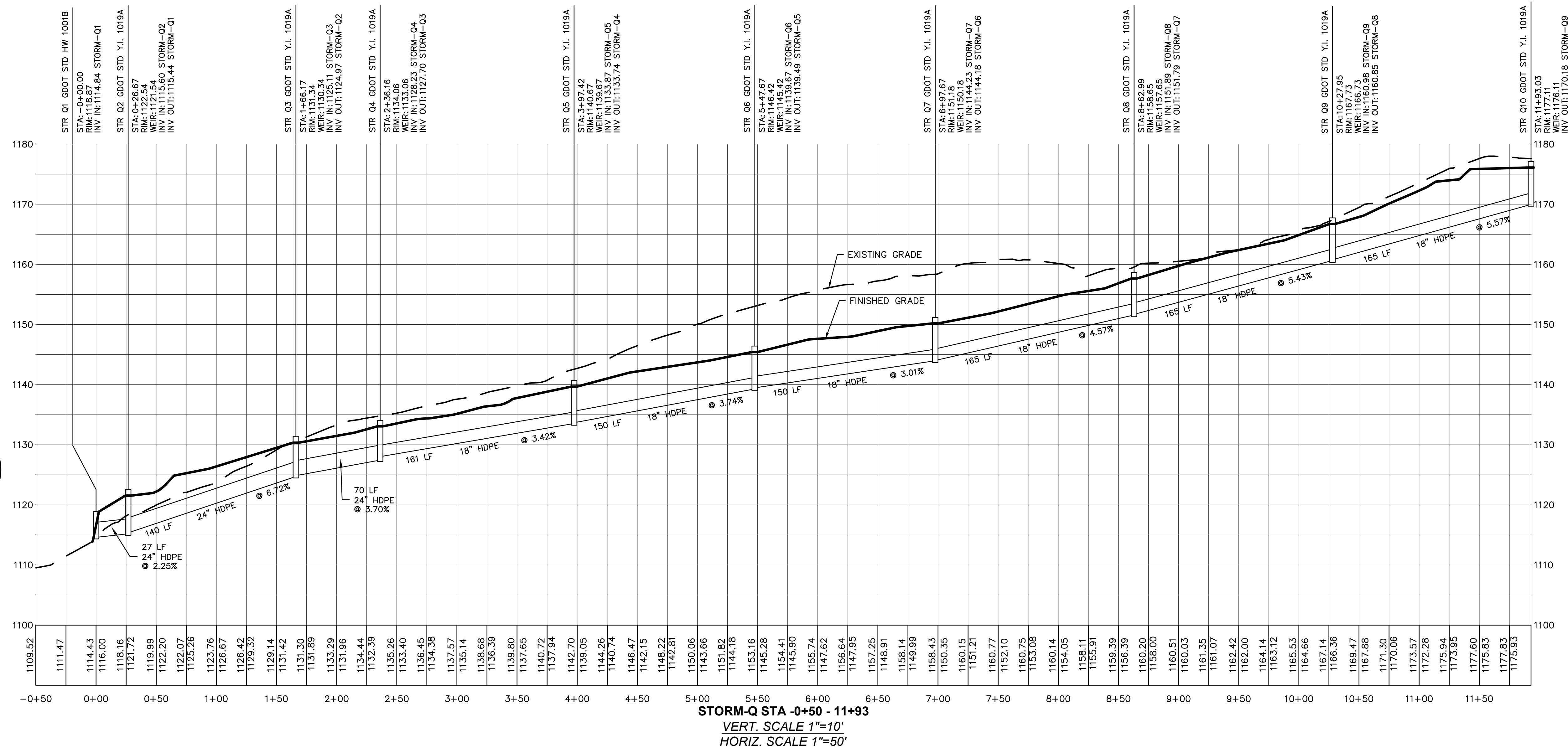
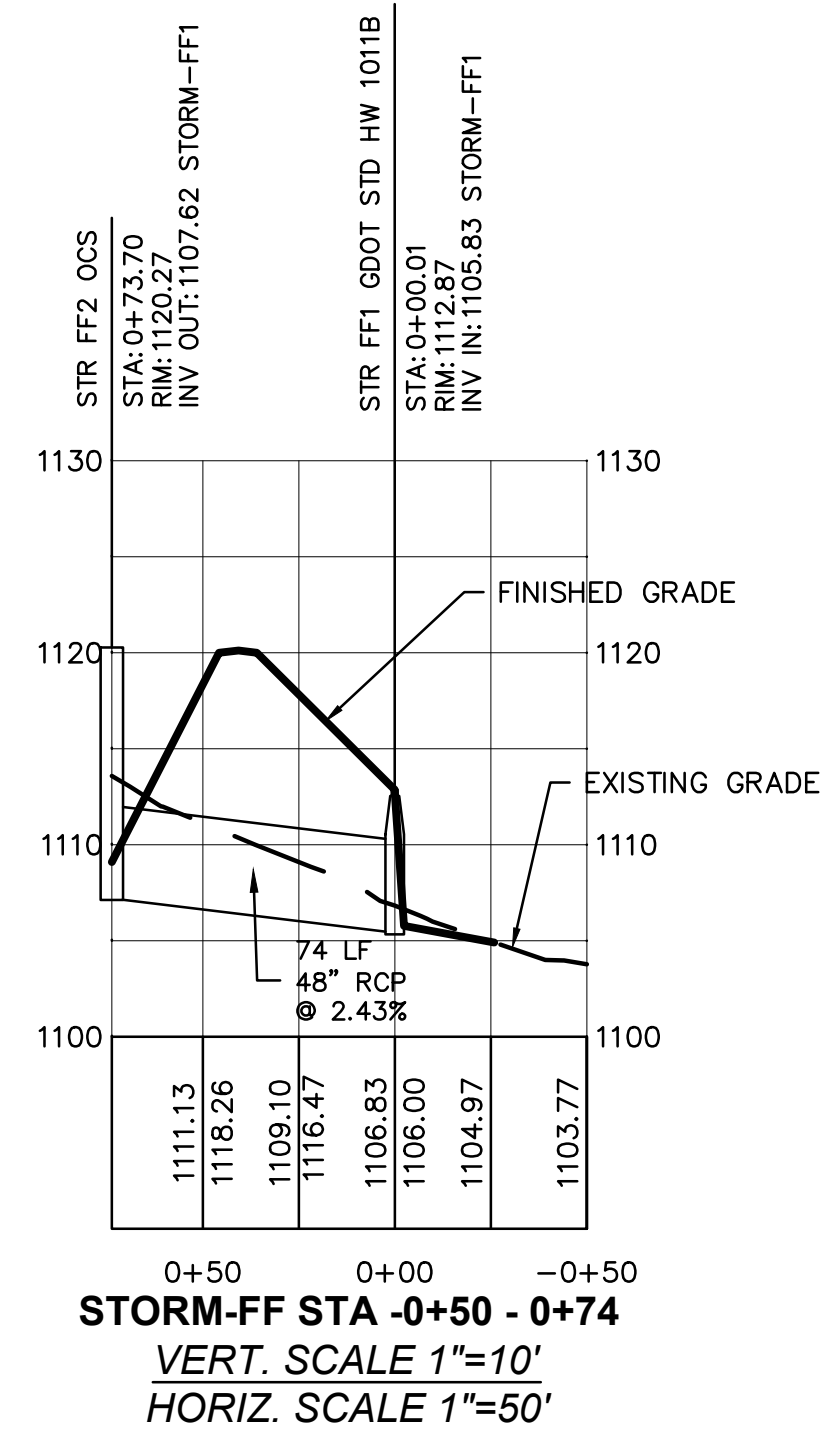
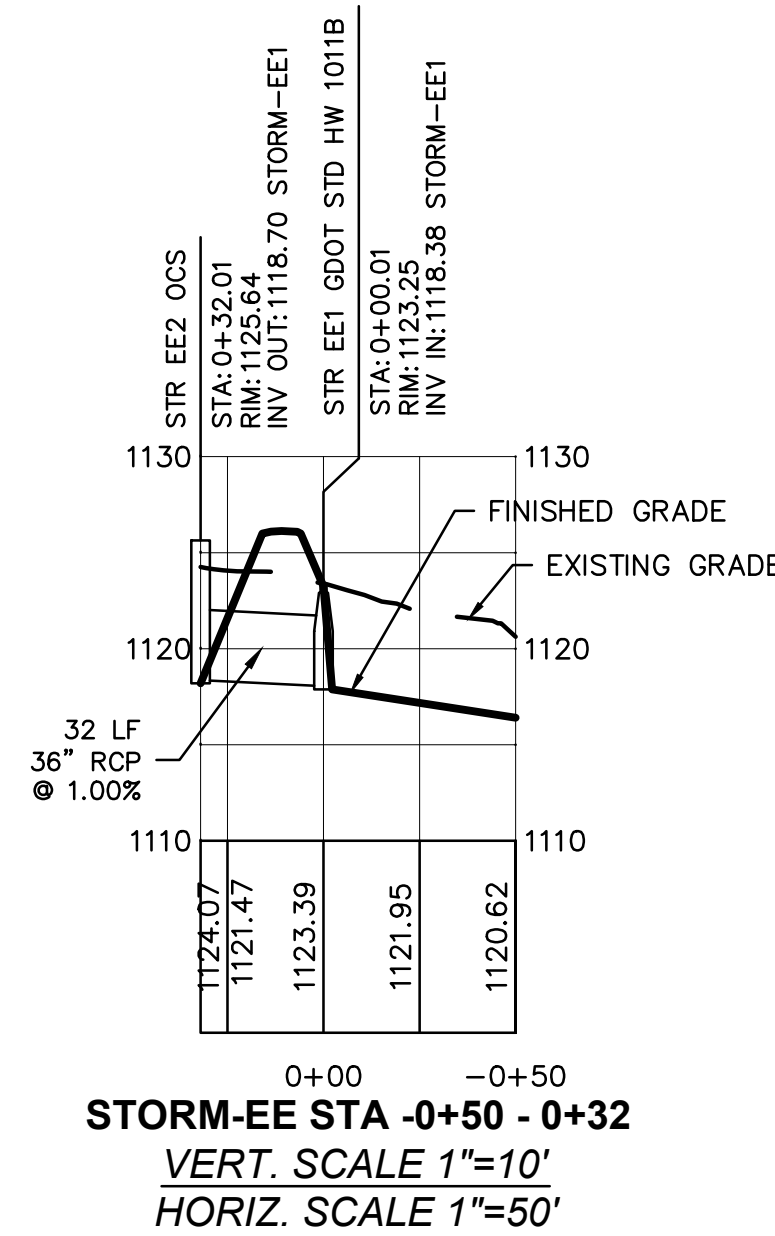
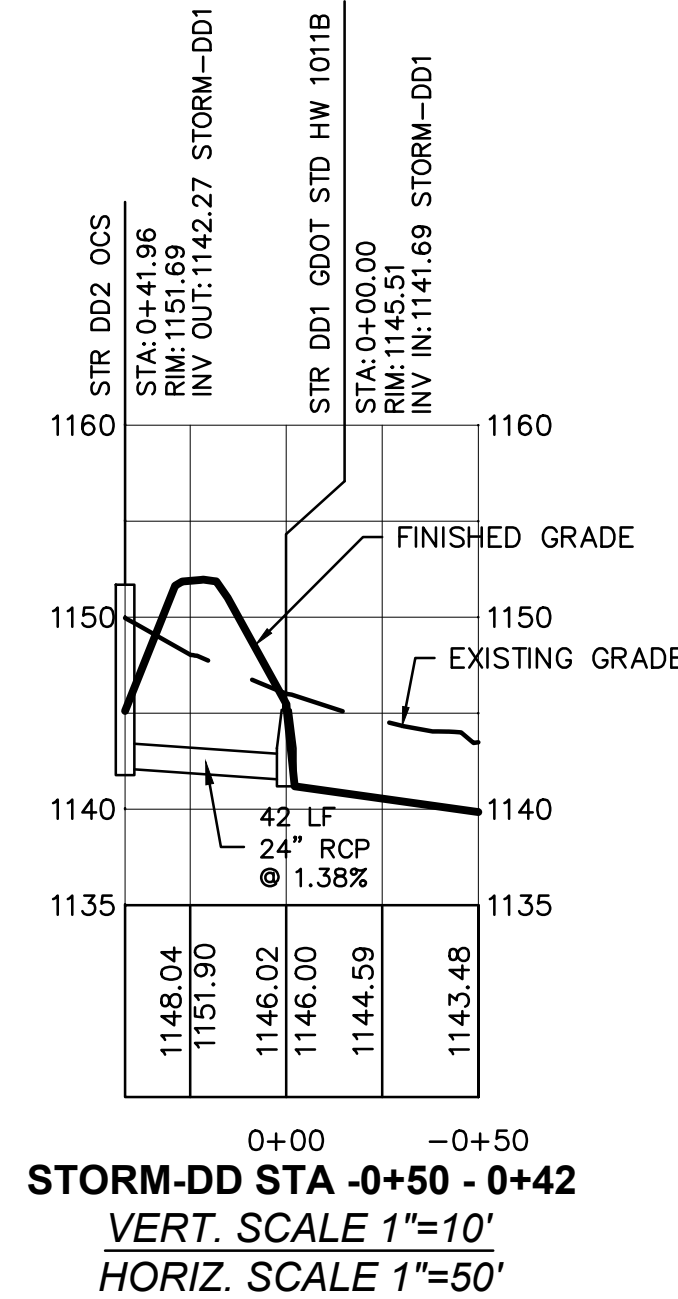
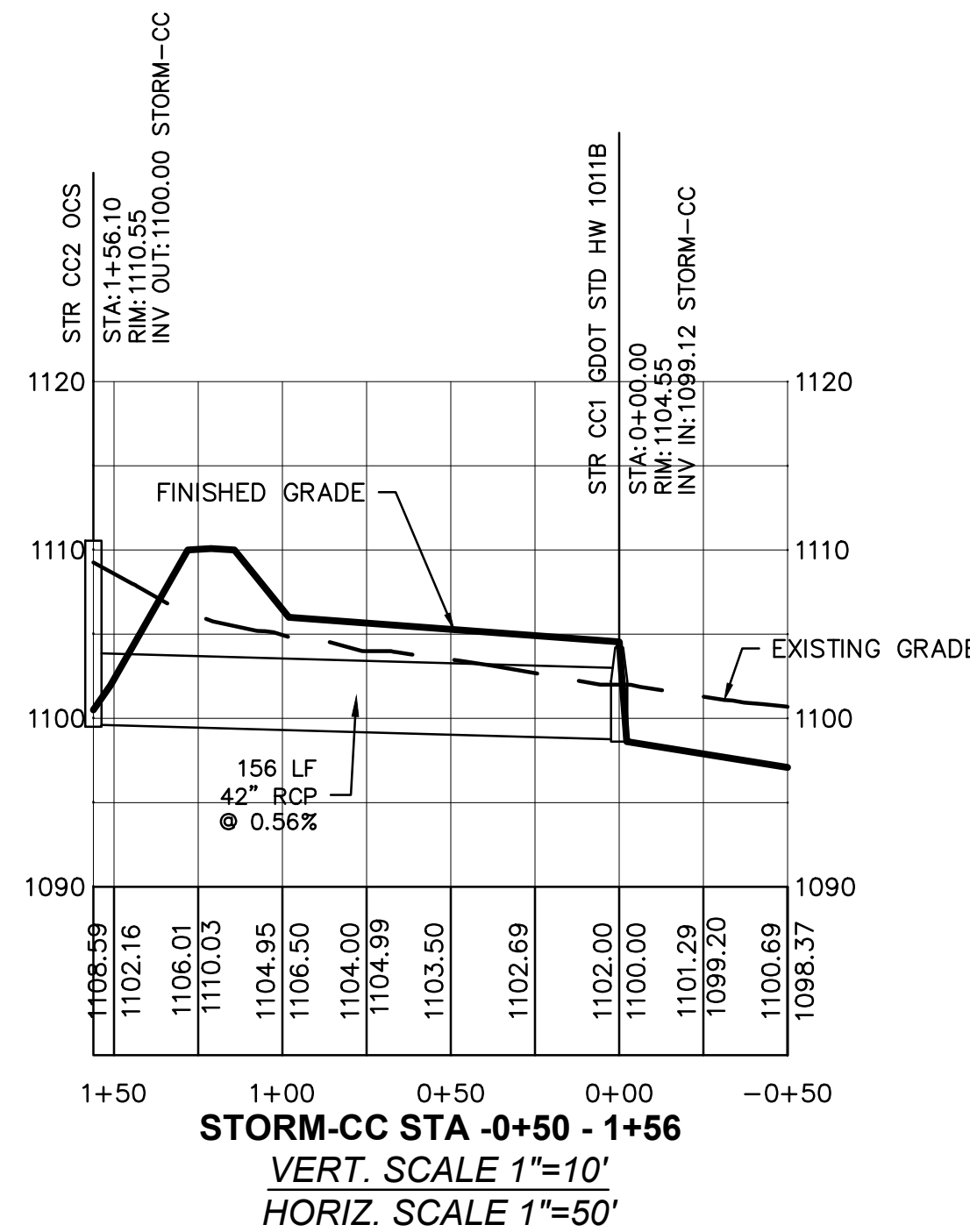
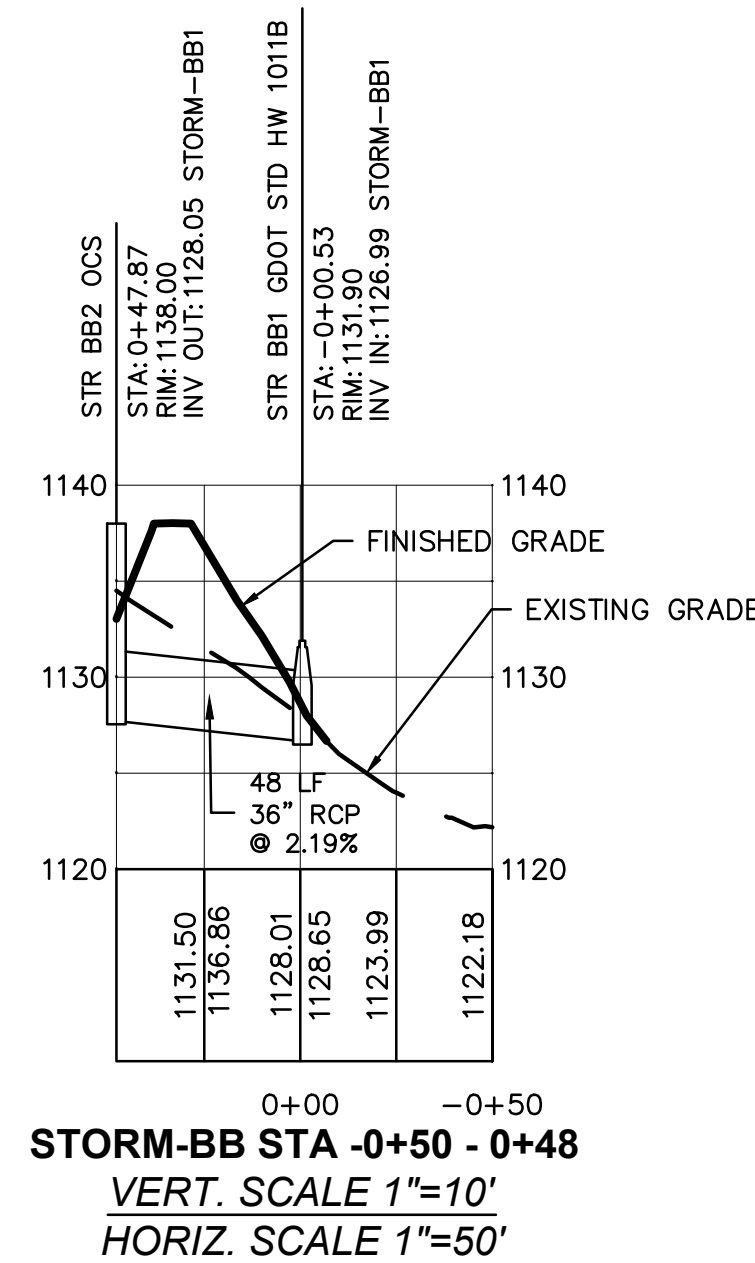
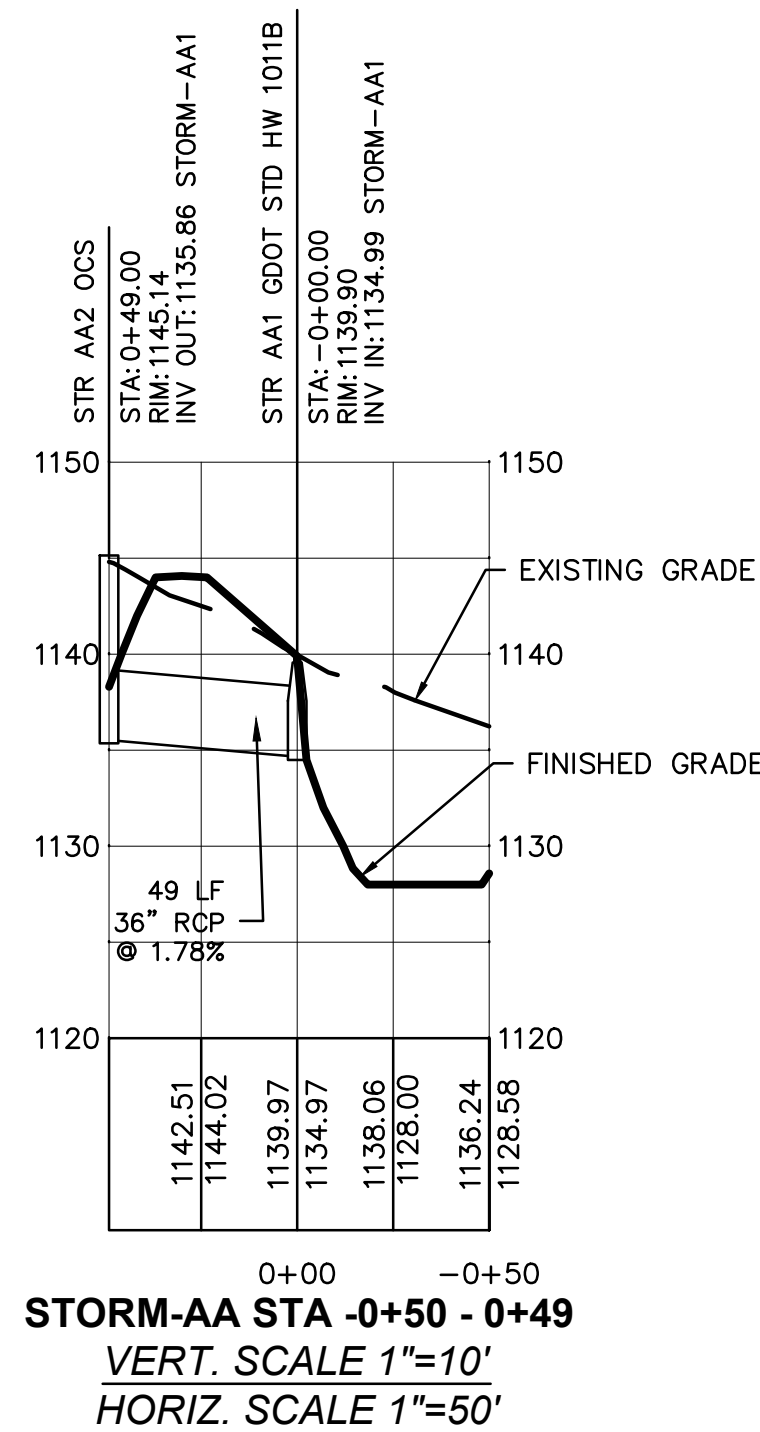
AARON M. McCULLOUGH, RLS #2990



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HUGHES - RAY COMPANY DESIGN ENGINEER: HOWARD B. RAY, P.E.



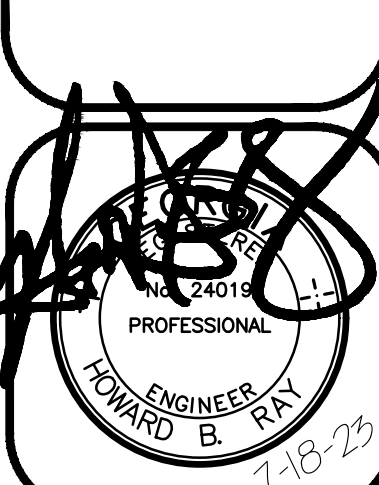
REVISION	No.	DATE:

AS-BUILT STORM DRAIN PROFILES
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173, 2nd DISTRICT, 6th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



REVISION

No. DATE:

AS-BUILT STORM DRAIN PROFILES
OF
CONNERS LANDING - MIRROR LAKE
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ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310

7-18-23
PROFESSIONAL
ENGINEER
HOWARD B. RAY

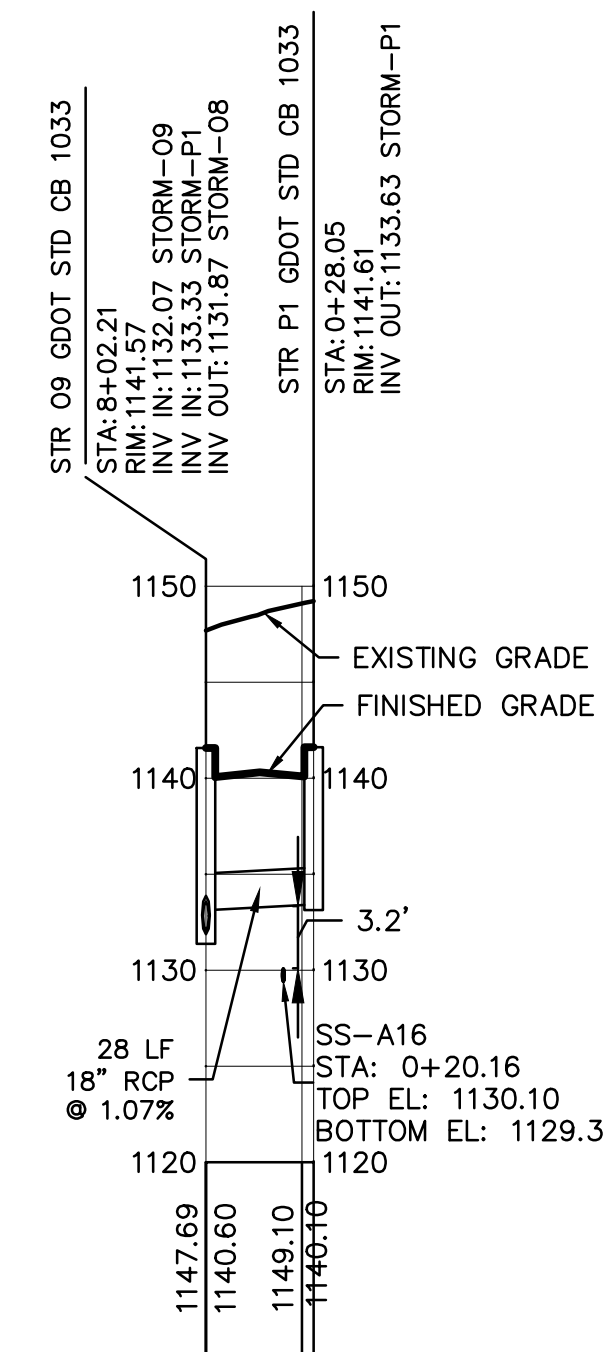
DATE: 07/18/23

DRAWN BY: NRT

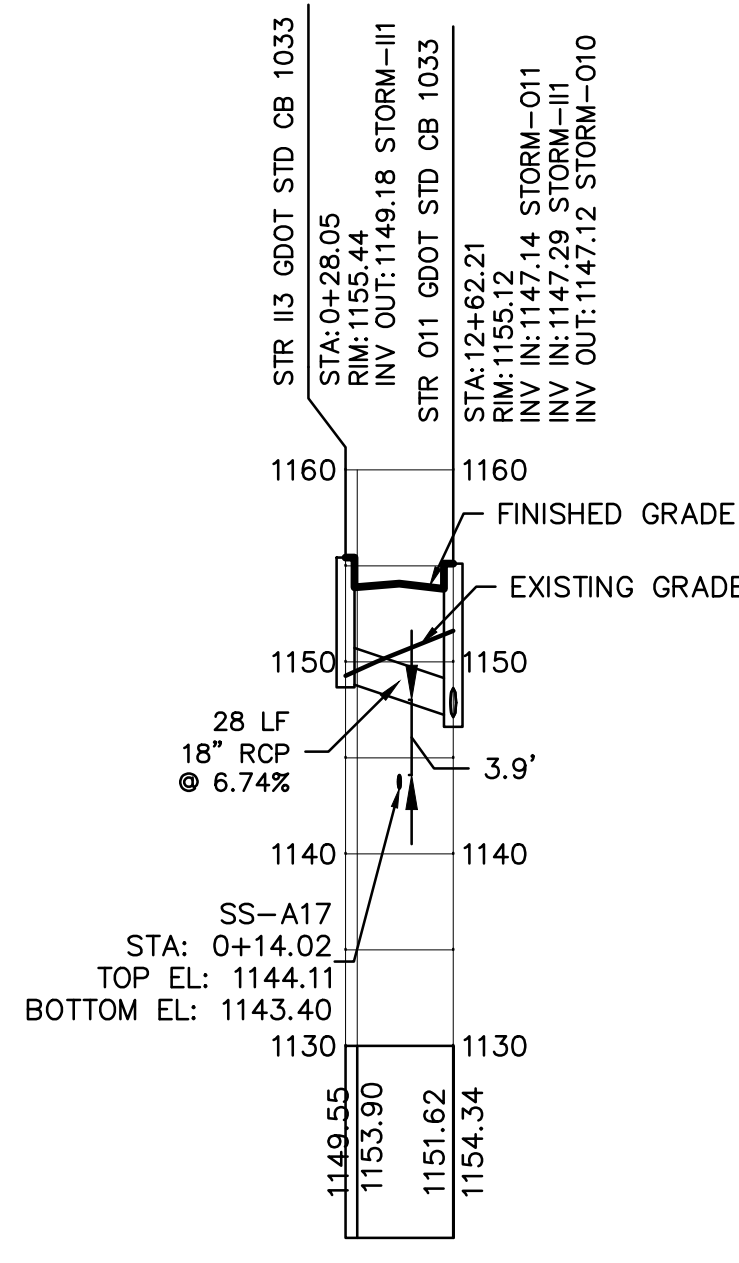
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JOB#: H20166

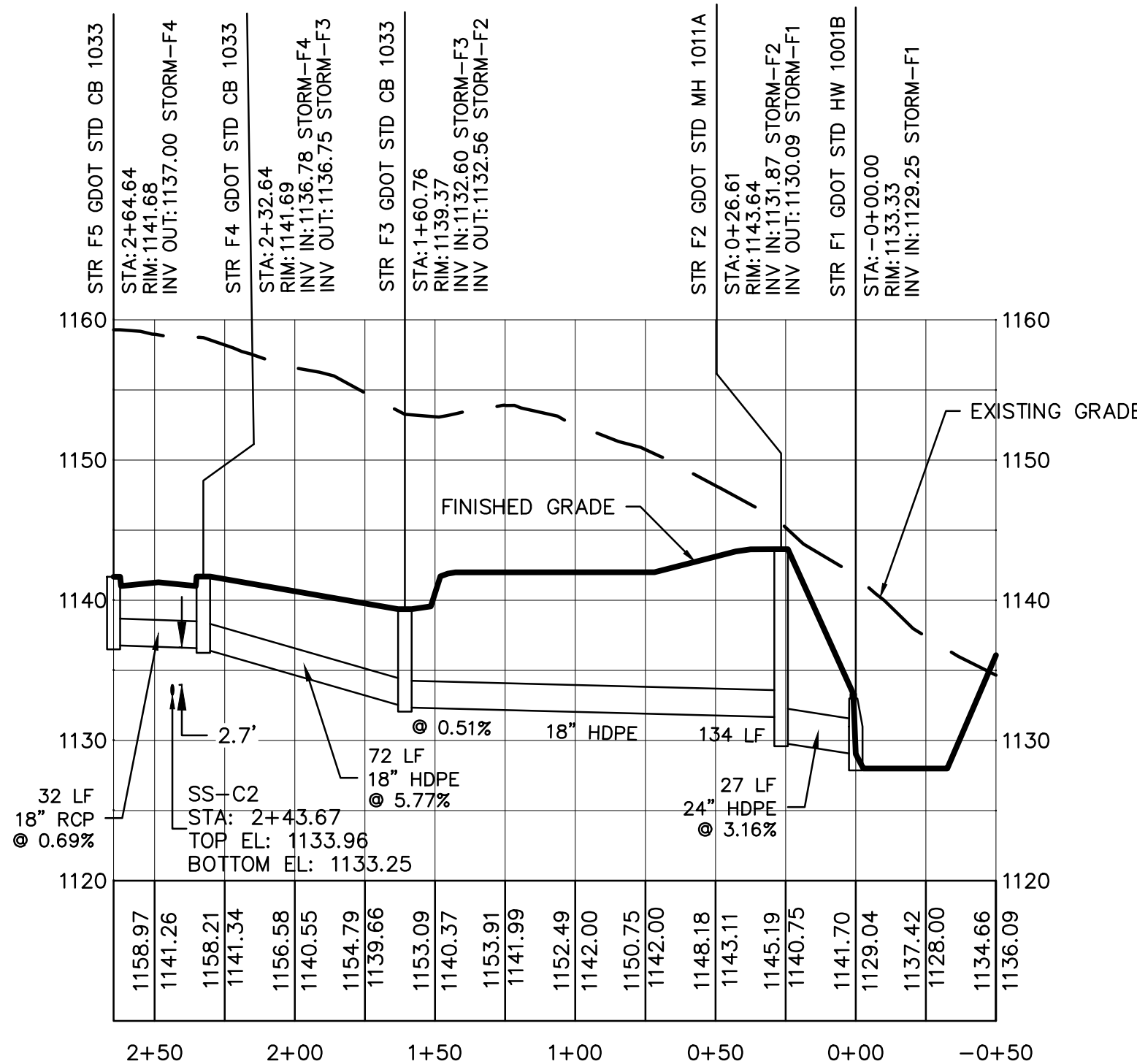
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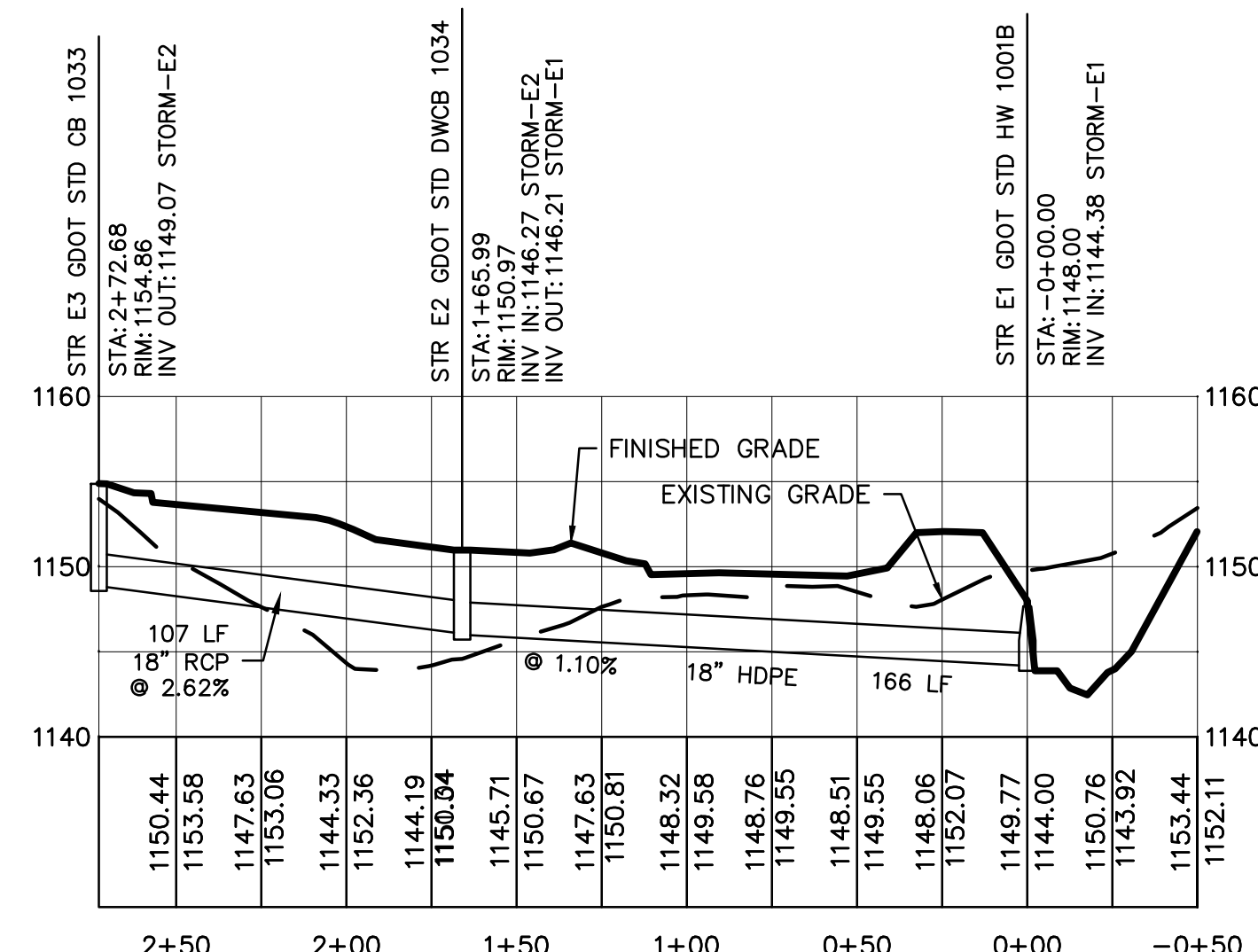
STORM-P STA 0+00 - 0+28
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



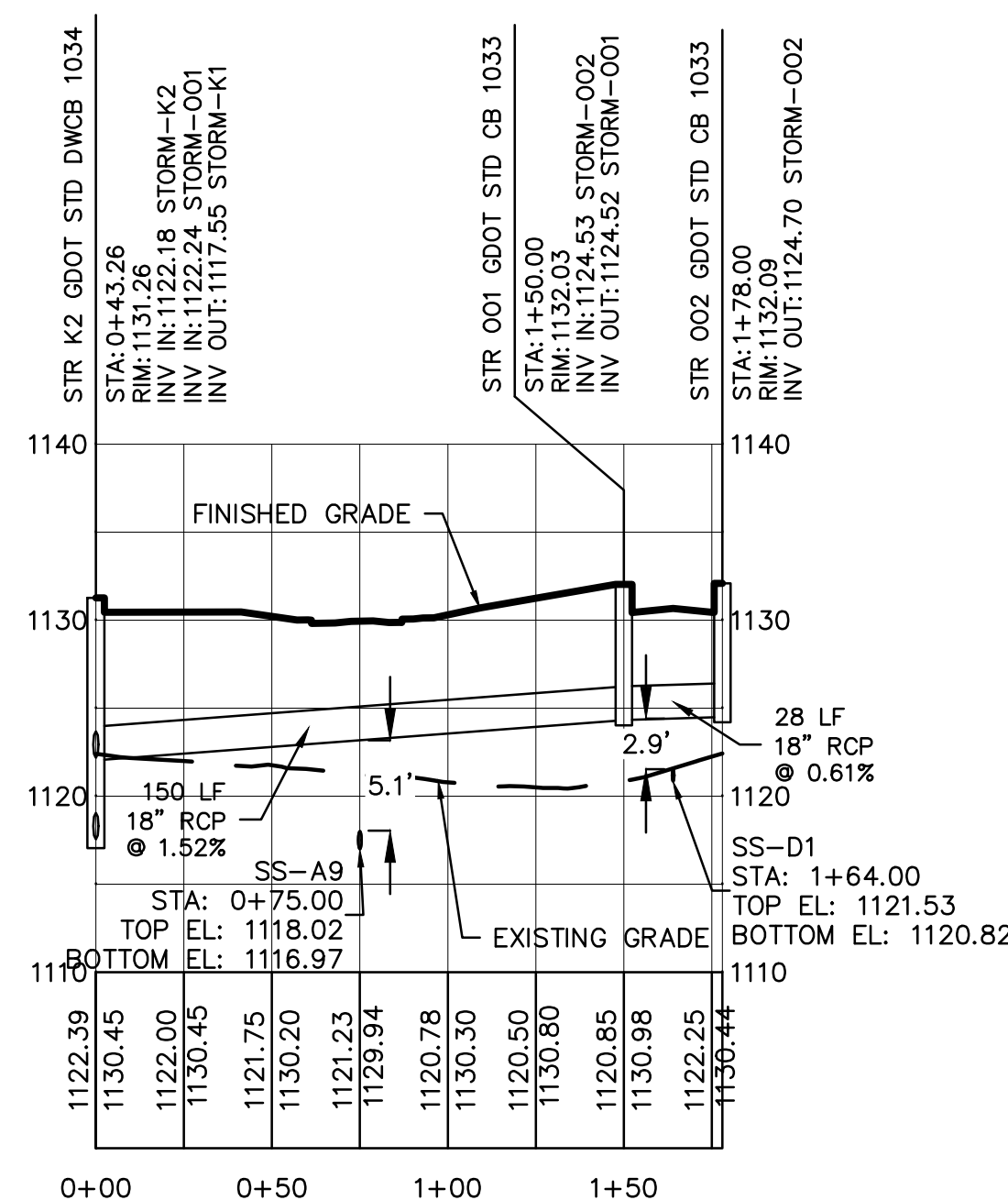
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VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



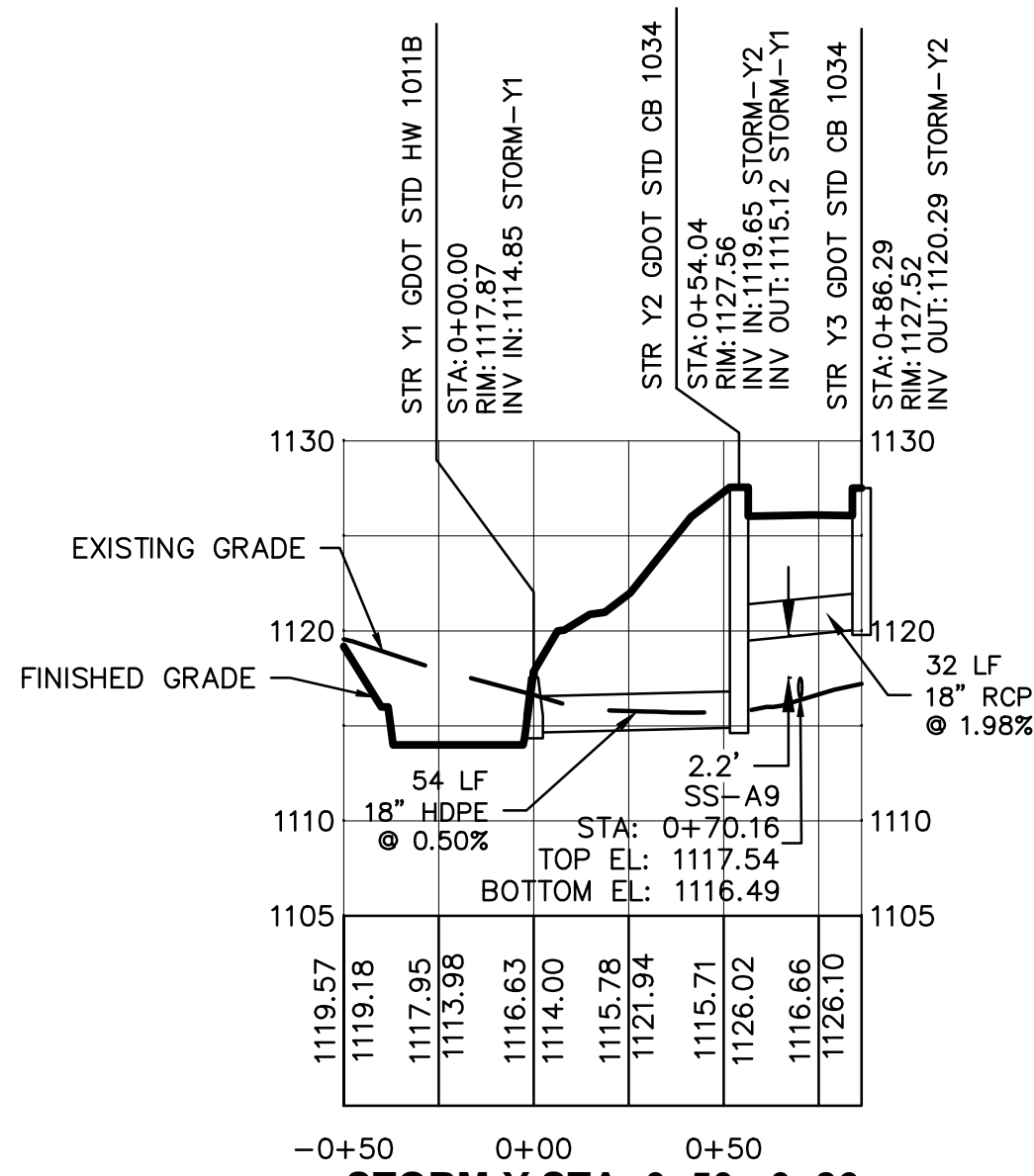
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VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



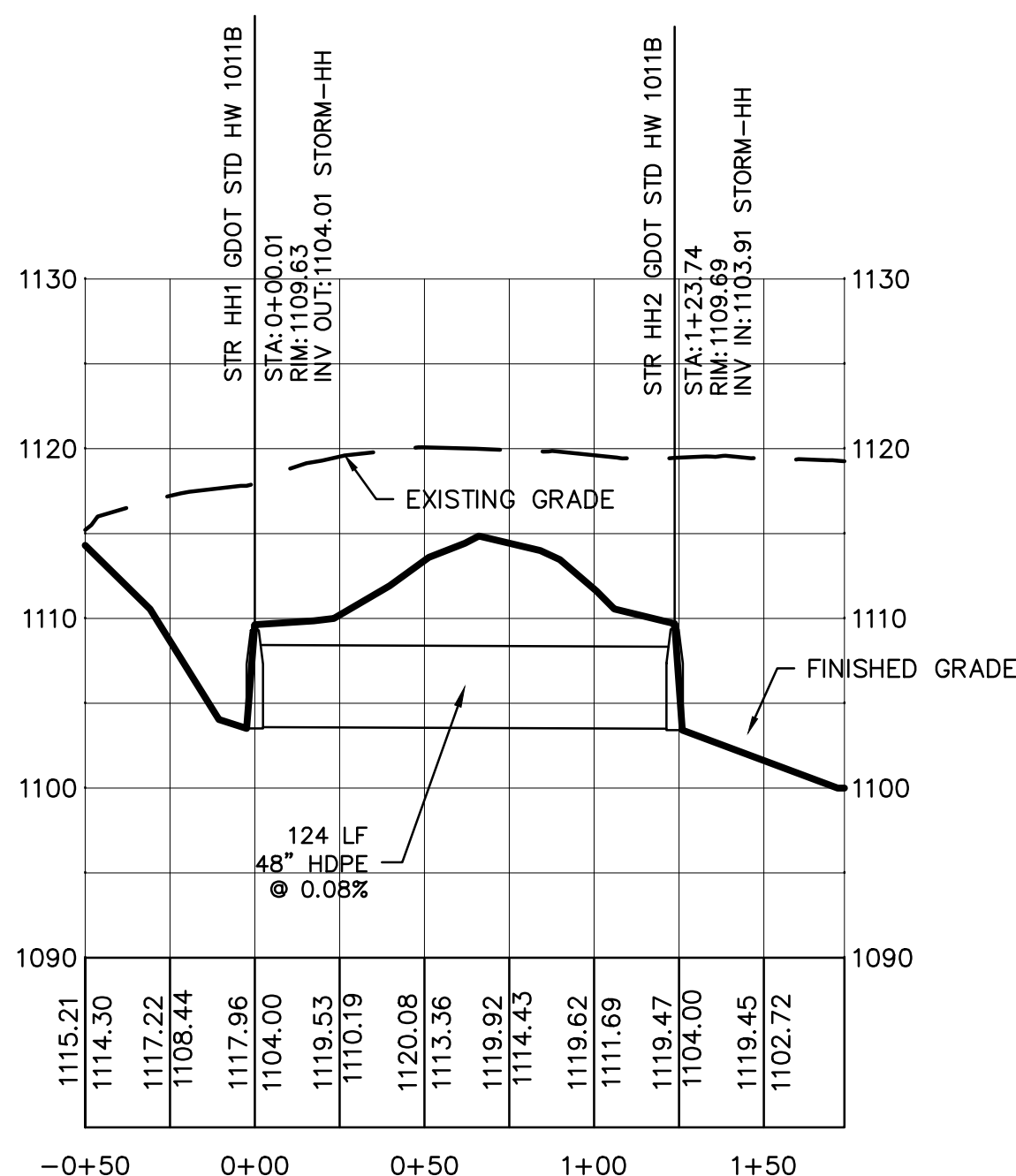
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HORIZ. SCALE 1"=50'



STORM-OO STA 0+00 - 1+78
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



STORM-Y STA -0+50 - 0+86
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'



STORM-HH STA -0+50 - 1+74
VERT. SCALE 1"=10'
HORIZ. SCALE 1"=50'

AS-BUILT

I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

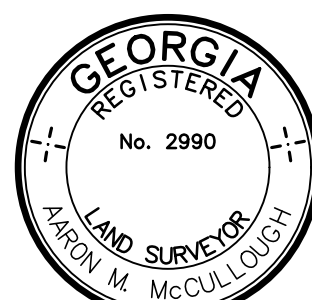
DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER
7/18/23
DATE

AS-BUILT

FIELD VERIFICATION FOR THIS "AS-BUILT" IS LIMITED TO HORIZONTAL LOCATION AND TOP AND INVERT ELEVATIONS. NO FIELD INSPECTIONS WERE MADE DURING CONSTRUCTION.

Aaron M. McCullough
AARON M. McCULLOUGH, RLS #2990



AS-BUILT

PLANS AND SPECIFICATIONS FOR THIS PROJECT WERE PREPARED IN ACCORDANCE WITH CITY OF VILLA RICA'S REGULATIONS BY HUGHES - RAY COMPANY. NO FIELD INSPECTIONS WERE MADE FOR THE CONSTRUCTION OF THE UTILITIES. CERTIFICATION IS LIMITED TO THIS STATEMENT ONLY.

Howard B. Ray
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



AS-BUILT
I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER DATE 7/18/23

AS-BUILT

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Aaron M. McCullough
AARON M. MCCULLOUGH, RLS #2990

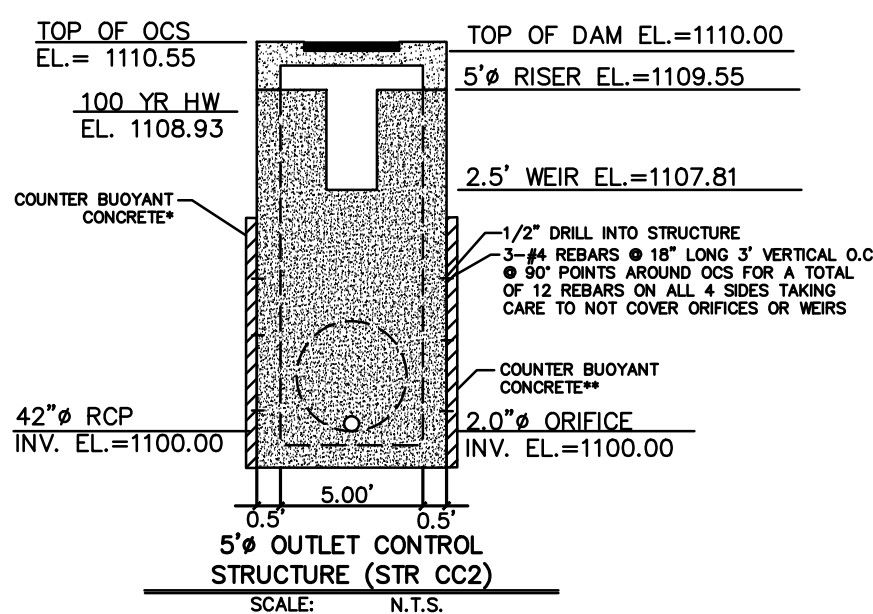


AS-BUILT

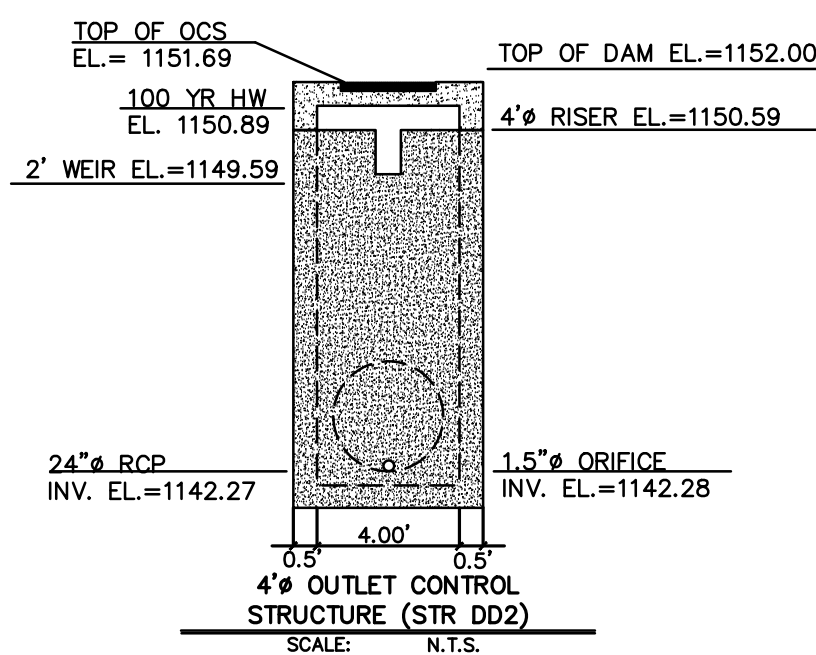
PLANS AND SPECIFICATIONS FOR THIS PROJECT WERE PREPARED IN ACCORDANCE WITH CITY OF VILLA RICA'S REGULATIONS BY HUGHES - RAY COMPANY. NO FIELD INSPECTIONS WERE MADE FOR THE CONSTRUCTION OF THE UTILITIES. CERTIFICATION IS LIMITED TO THIS STATEMENT ONLY.



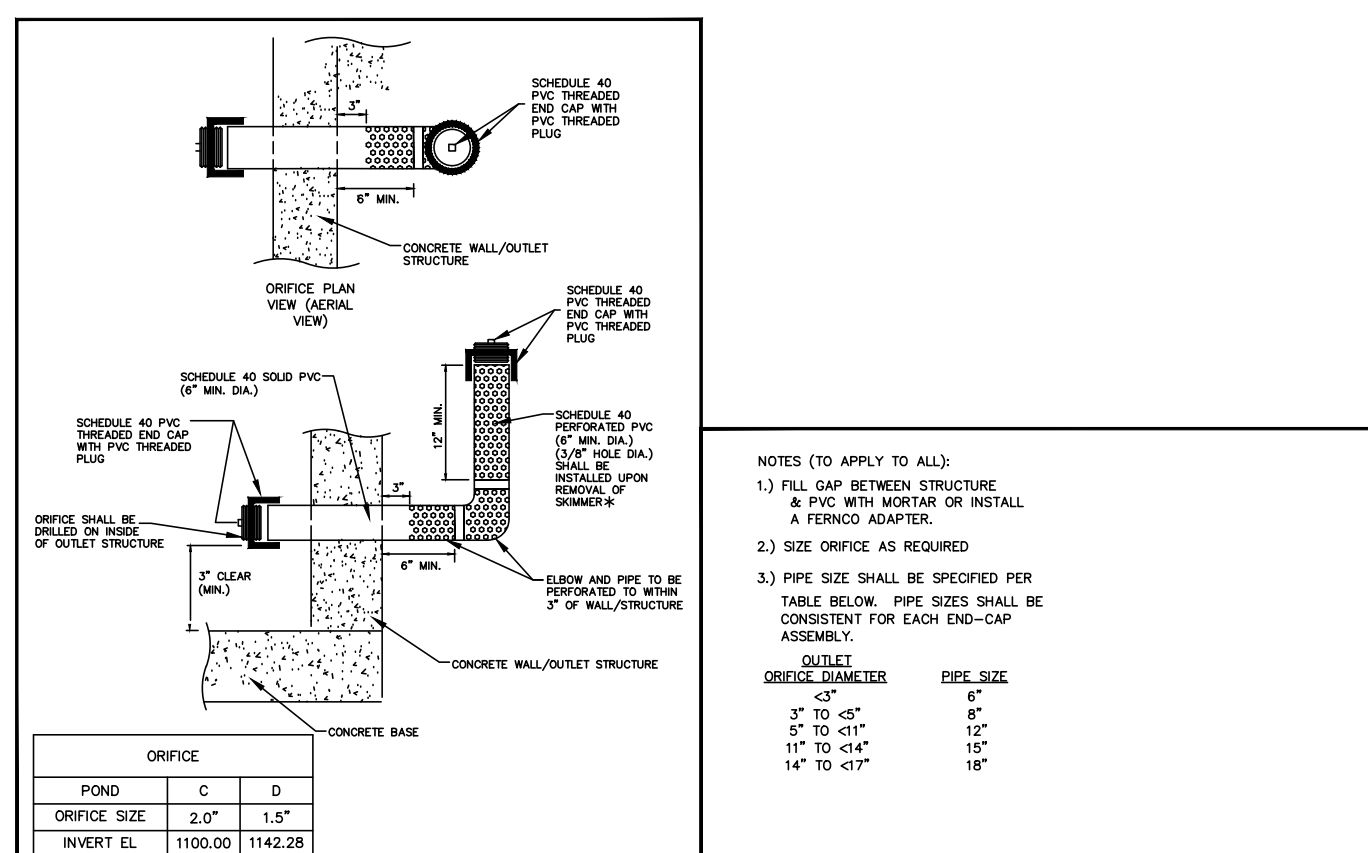
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



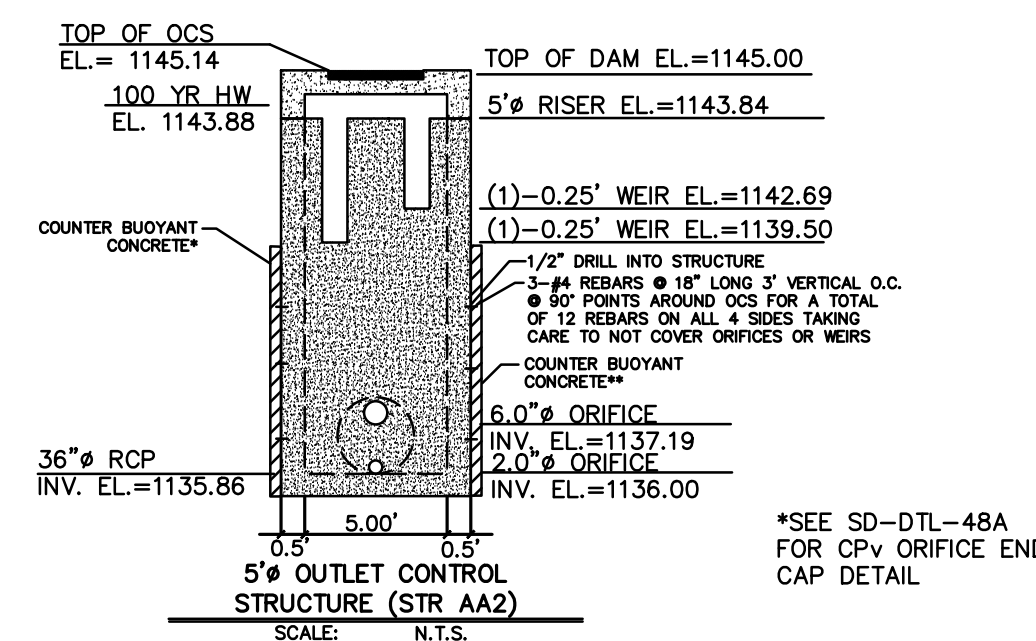
POND C OCS UNDER CONSTRUCTION
SCALE: N.T.S. SD-DTL-54C



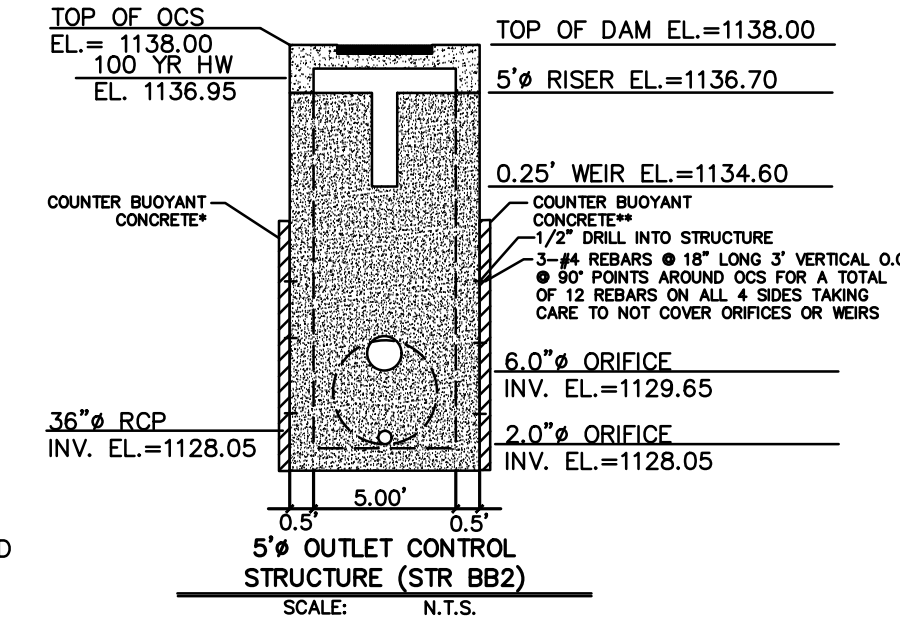
POND D OCS UNDER CONSTRUCTION
SCALE: N.T.S. SD-DTL-54D



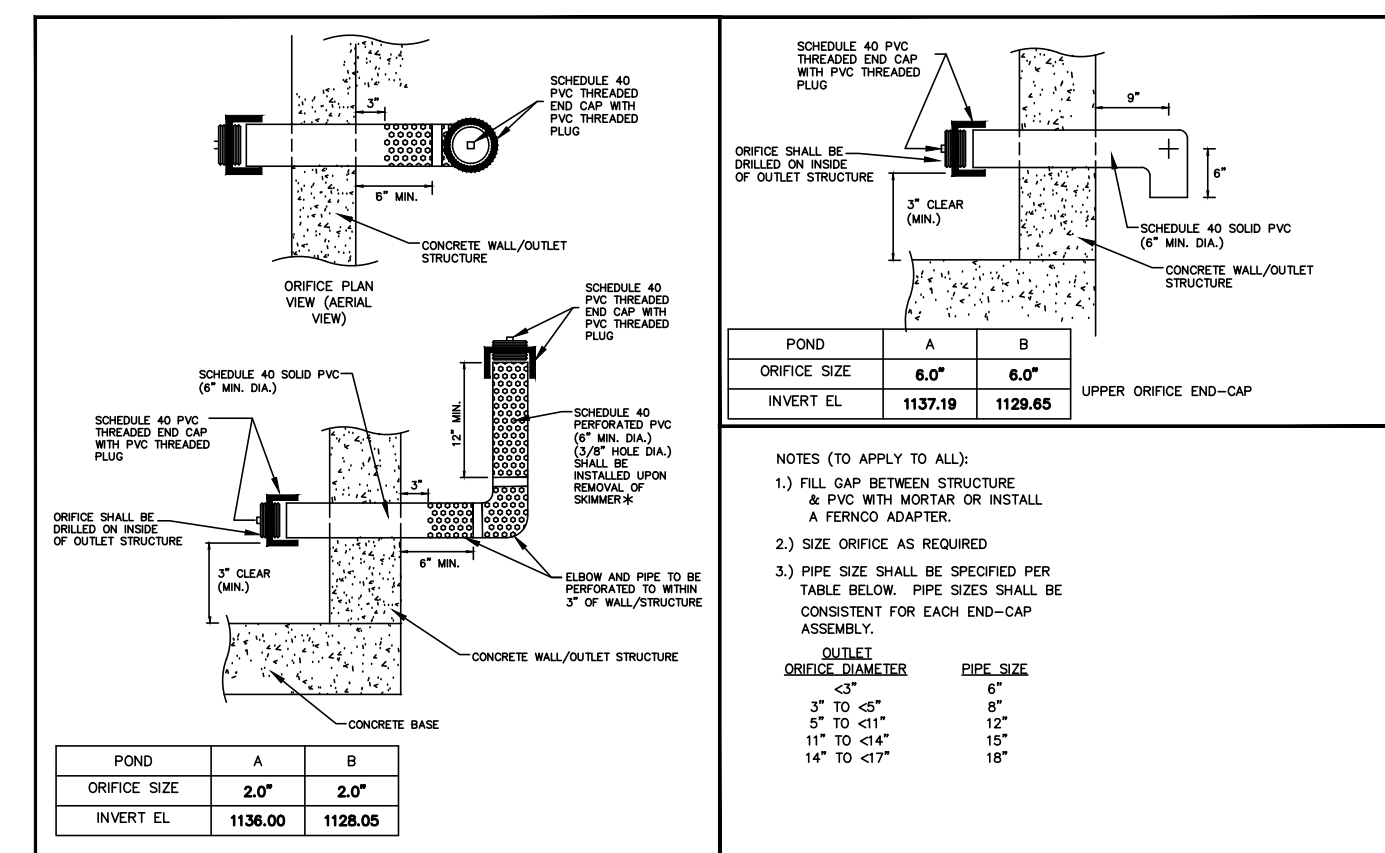
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SCALE: N.T.S. SD-DTL-48B



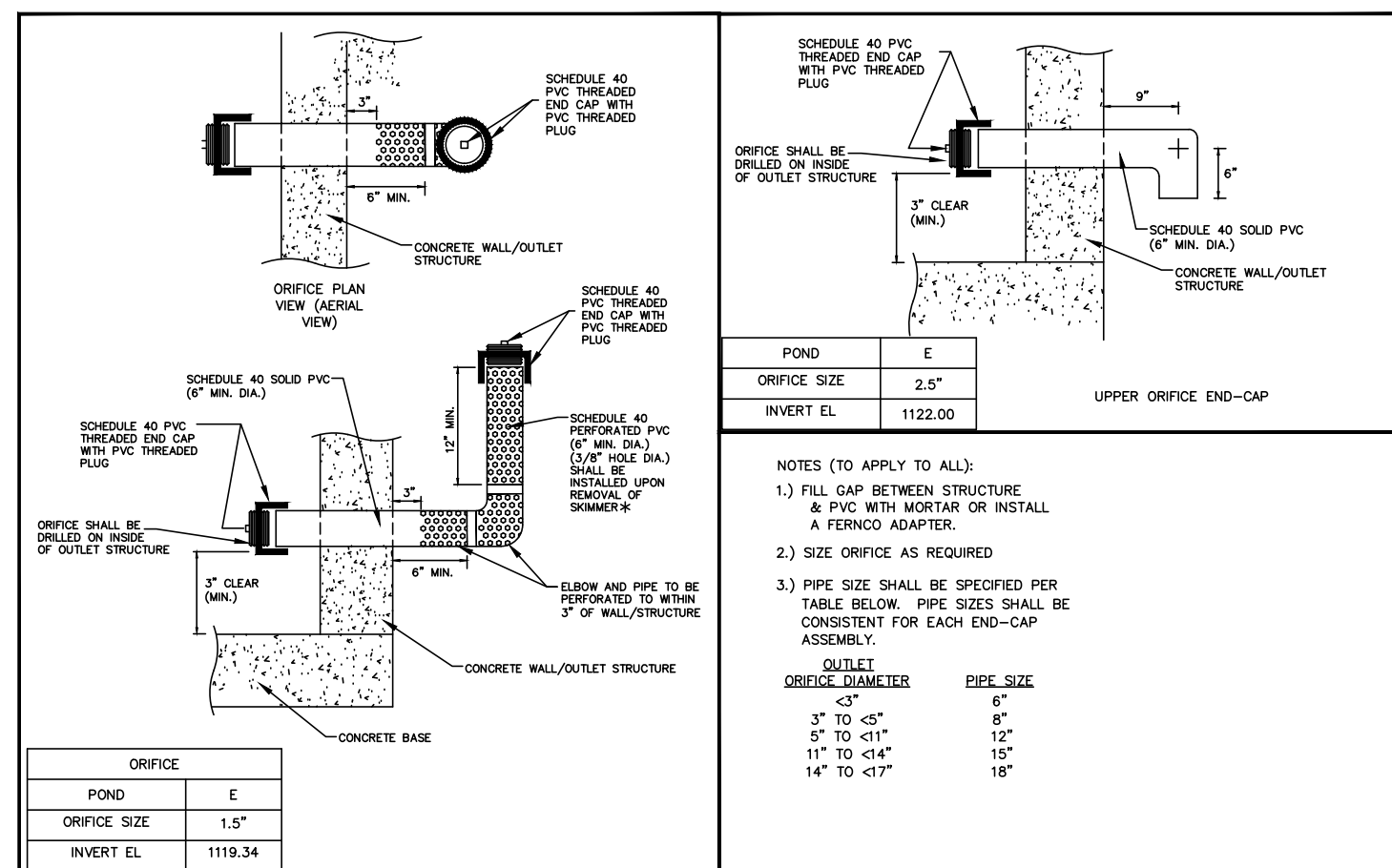
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SCALE: N.T.S. SD-DTL-54A



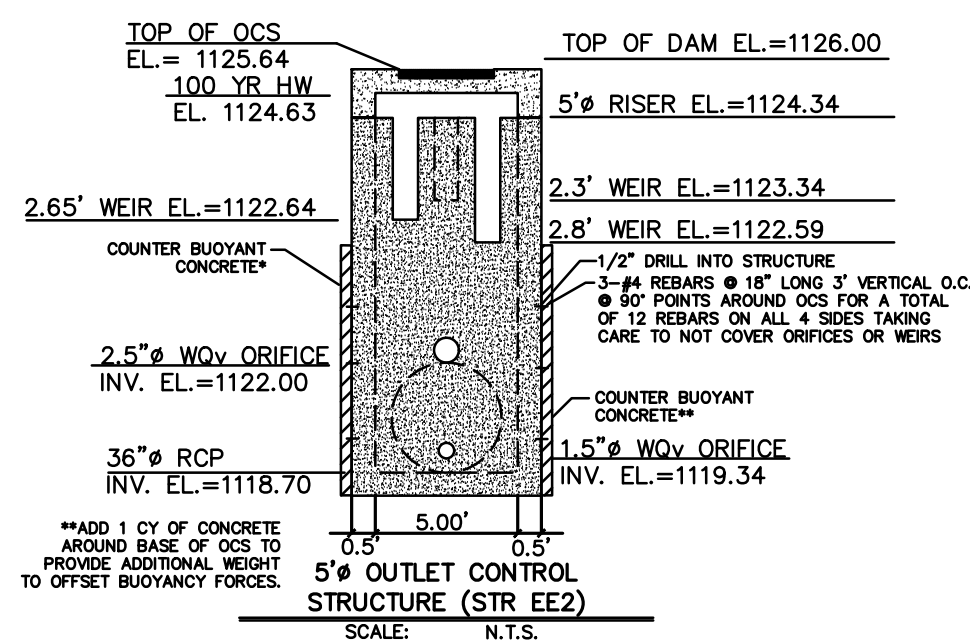
POND B OCS UNDER CONSTRUCTION
SCALE: N.T.S. SD-DTL-54B



ORIFICE END CAP DETAILS
SCALE: N.T.S. SD-DTL-48A



ORIFICE END CAP DETAILS
SCALE: N.T.S. SD-DTL-48C



POND E OCS UNDER CONSTRUCTION
SCALE: N.T.S. SD-DTL-54E

PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
REGISTERED PROFESSIONAL ENGINEERS & ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.HughesRay.com

REVISION	
No.	DATE:

AS-BUILT STORM OCS DETAILS
OF
CONNERS LANDING - MIRROR LAKE
LL. 172 & 173, 2nd DISTRICT, 6th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310

Howard B. Ray
REGISTERED PROFESSIONAL ENGINEER
HOWARD B. RAY
No. 24019
7-18-23

DATE: 07/18/23

DRAWN BY: NRT

CHECKED BY: HBR

JOB#: H20166

AB-SD11

I CERTIFY THAT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE AUTHORITY STANDARDS, RULES AND REGULATIONS AND THAT THE PROJECT HAS BEEN BUILT AS SHOWN ON THE "AS-BUILT" DRAWINGS.

CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

PHONE: (770) 227-7311 PHONE: (470) 707-3333

Kevin Tate 7/18/23

SIGNATURE OF DEVELOPER/OWNER DATE

FIELD VERIFICATION FOR THIS "AS-BUILT" IS LIMITED TO HORIZONTAL LOCATION AND TOP AND INVERT ELEVATIONS.
NO FIELD INSPECTIONS WERE MADE DURING CONSTRUCTION.

AARON M. McCULLOUGH RLS #2990



PLANS AND SPECIFICATIONS FOR THIS PROJECT WERE PREPARED IN ACCORDANCE WITH CITY OF VILLA RICA'S REGULATIONS BY HUGHES - RAY COMPANY. NO FIELD INSPECTIONS WERE MADE FOR THE CONSTRUCTION OF THE UTILITIES. CERTIFICATION IS LIMITED TO THIS STATEMENT ONLY.

HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.

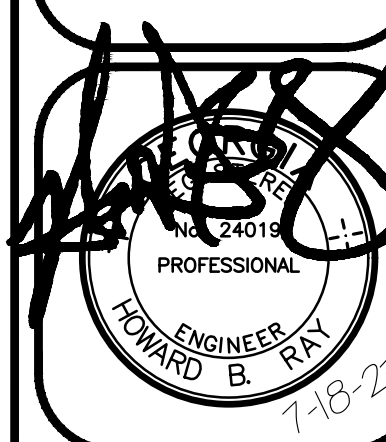
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AS-BUILT WATER PLAN
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173, 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

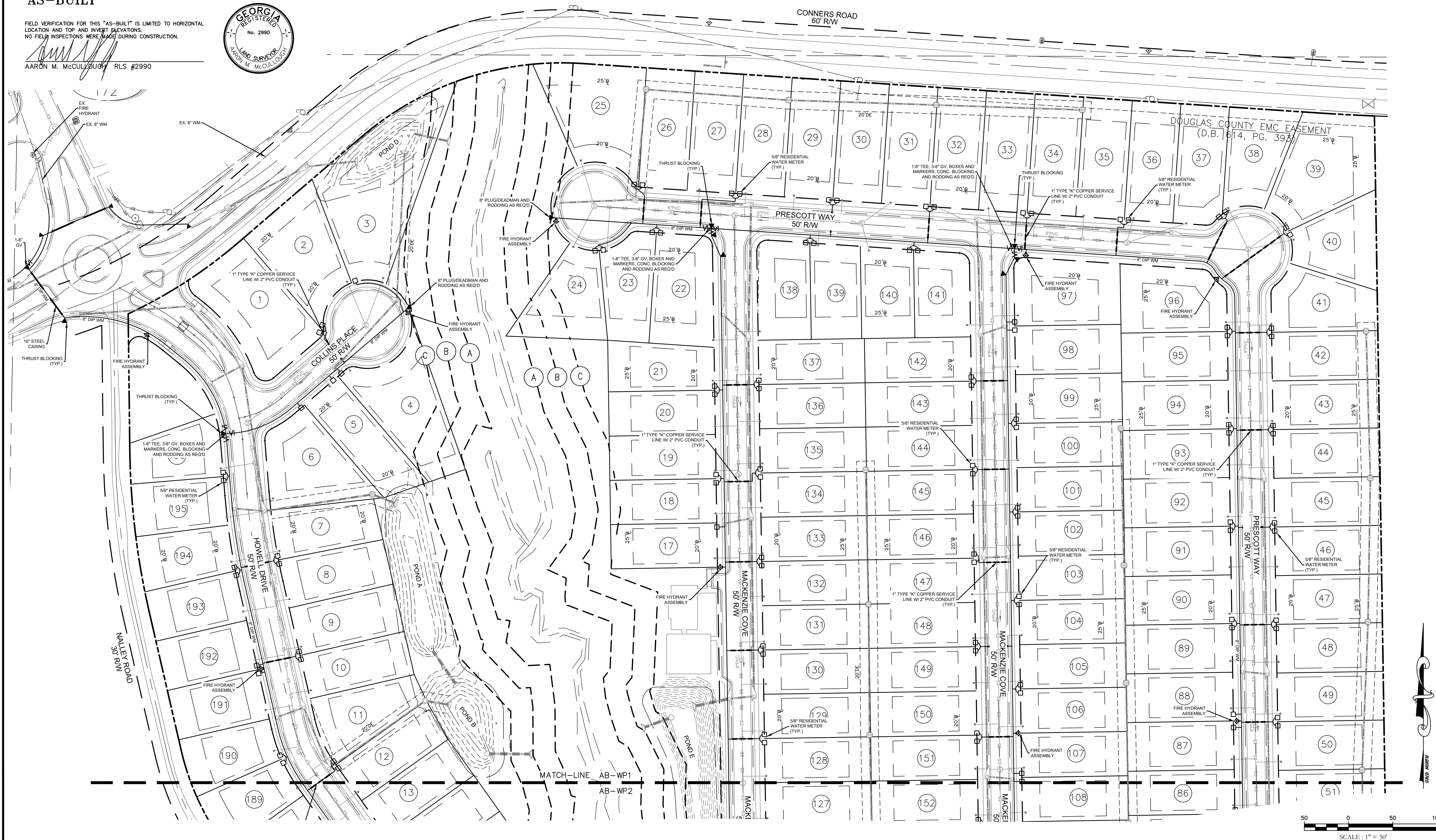
24 HR. CONTACT
KEVIN TATE
(470)-707-5310

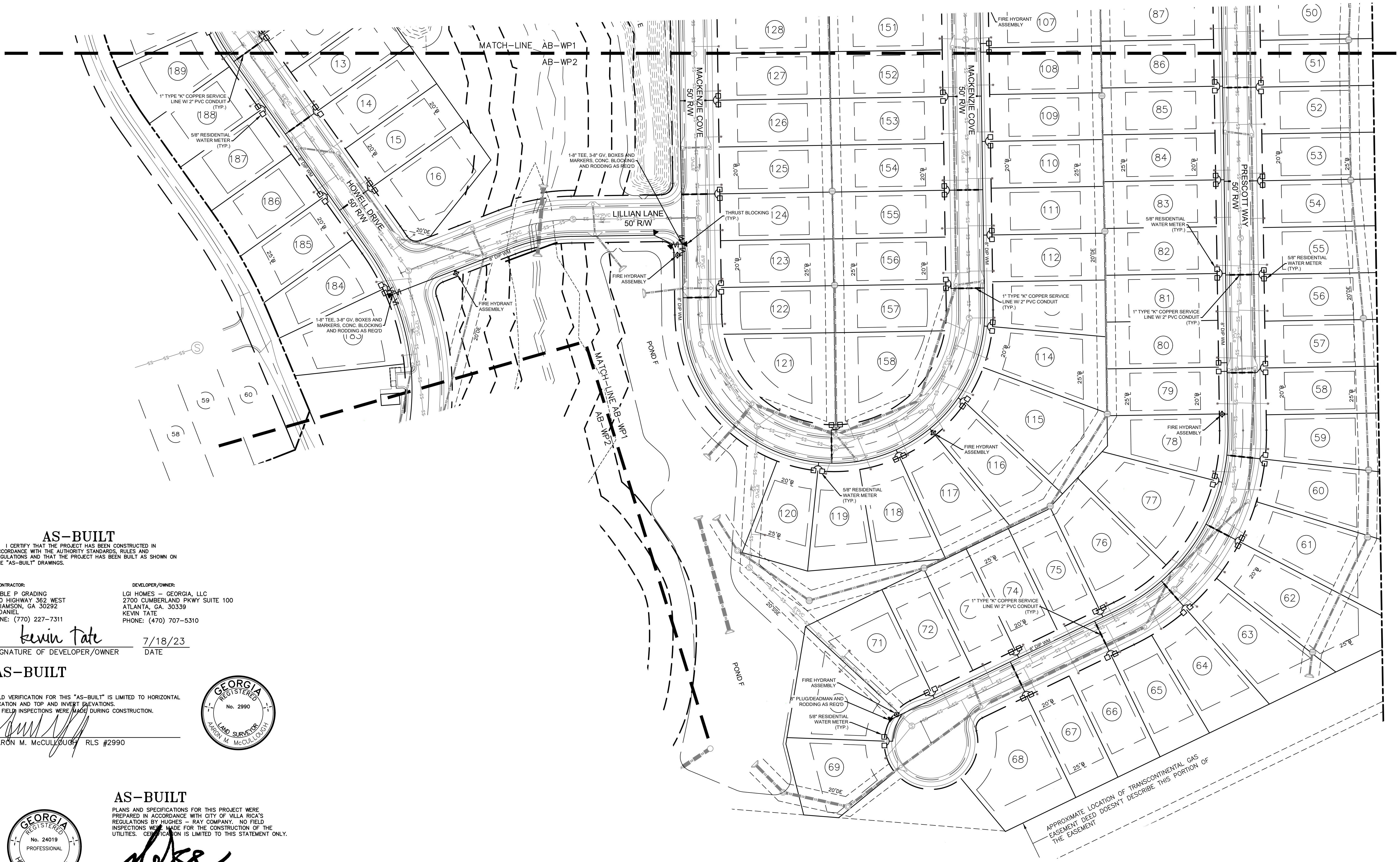


DATE:	07/18/20
DRAWN BY:	NF
CHECKED BY:	HB

JOB#: H20166

AB-WP1





MATTHE
D.B. 3
P.B.

AS-BUILT

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CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER
7/18/23
DATE

AS-BUILT

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AARON M. McCULLOUGH, RLS #2990



AS-BUILT

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HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



REVISION

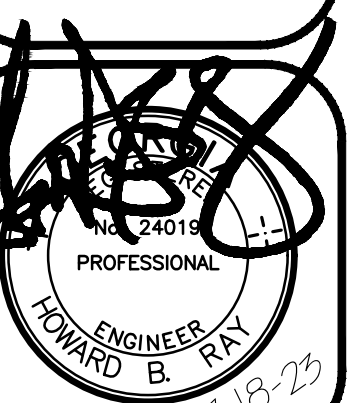
No. DATE:

AS-BUILT WATER PLAN OF CONNERS LANDING - MIRROR LAKE L.L. 172 & 173, 2nd DISTRICT, 5th SECTION CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

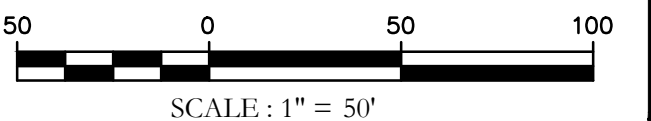
24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



DATE: 07/18/23
DRAWN BY: NRT
CHECKED BY: HBR

JOB#: H20166

AB-WP2





AS-BUILT

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CONTRACTOR: DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER: LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER DATE 7/18/23

AS-BUILT

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Aaron M. McCulloch
AARON M. McCULLOUGH RLS #2990



AS-BUILT

PLANS AND SPECIFICATIONS FOR THIS PROJECT WERE PREPARED IN ACCORDANCE WITH CITY OF VILLA RICA'S REGULATIONS BY HUGHES - RAY COMPANY. NO FIELD INSPECTIONS WERE MADE FOR THE CONSTRUCTION OF THE UTILITIES. CERTIFICATION IS LIMITED TO THIS STATEMENT ONLY.

Howard B. Ray
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



REVISION

No. DATE:

AS-BUILT WATER PLAN
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173 - 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

DEVELOPER:
SAME AS ABOVE

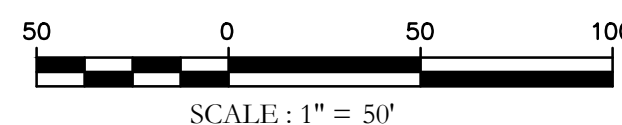
24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



DATE: 07/18/23
DRAWN BY: NRT
CHECKED BY: HBR

JOB#: H20166

AB-WP3



AS-BUILT
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CONTRACTOR:
DOUBLE P GRADING
3060 HIGHWAY 362 WEST
WILLIAMSON, GA 30292
AL DANIEL
PHONE: (770) 227-7311

DEVELOPER/OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
KEVIN TATE
PHONE: (470) 707-5310

Kevin Tate
SIGNATURE OF DEVELOPER/OWNER
7/18/23
DATE

AS-BUILT

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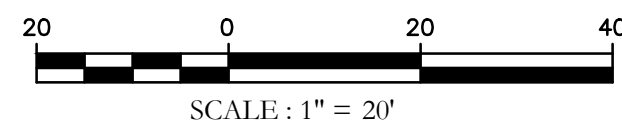
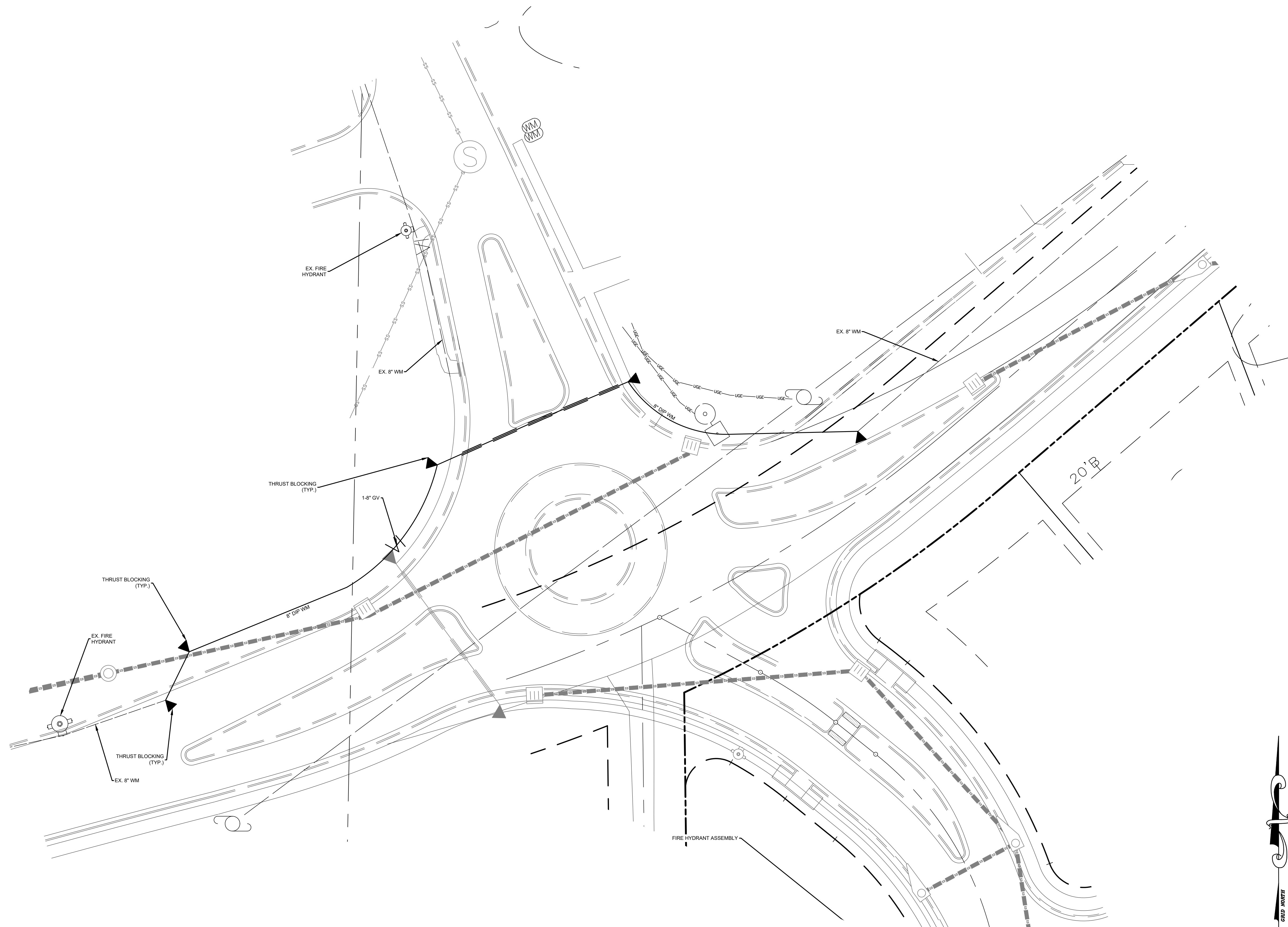
Aaron M. McCullough
AARON M. McCULLOUGH
RLS #2990



AS-BUILT

PLANS AND SPECIFICATIONS FOR THIS PROJECT WERE PREPARED IN ACCORDANCE WITH CITY OF VILLA RICA'S REGULATIONS BY HUGHES - RAY COMPANY. NO FIELD INSPECTIONS WERE MADE FOR THE CONSTRUCTION OF THE UTILITIES. CERTIFICATION IS LIMITED TO THIS STATEMENT ONLY.

Howard B. Ray
HUGHES - RAY COMPANY
DESIGN ENGINEER: HOWARD B. RAY, P.E.



PREPARED BY:
HRC
HRC ENGINEERS
ENGINEERING CONSULTING LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.hrcengineers.com

No.	DATE	REVISION		

AS-BUILT DDCWSA RELOCATION PLAN
OF
CONNERS LANDING - MIRROR LAKE
L.L. 172 & 173 - 2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

OWNER:
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND
PARKWAY SUITE 100
ATLANTA, GA 30339

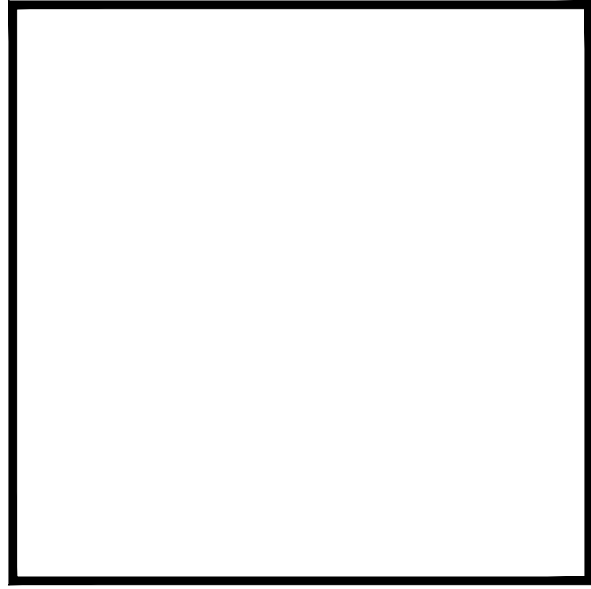
DEVELOPER:
SAME AS ABOVE

24 HR. CONTACT:
KEVIN TATE
(470)-707-5310



DATE: 07/18/23
DRAWN BY: NRT
CHECKED BY: HBR
JOB#: H20166
AB-WP4

RECORDATION AREA



FINAL PLAT FOR: CONNERS LANDING MIRROR LAKE LOTS 1-196

LOCATION

L.L. 172 & 173, 2ND DISTRICT,
5TH SECTION,
CITY OF VILLA RICA,
CARROLL COUNTY, GEORGIA

OWNER/SUBDIVIDER

LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SUITE 100
ATLANTA, GA. 30339
LARRY CHUCCI
PHONE : 404-906-4363

GENERAL NOTES

- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- FLOOD STATEMENT: AS PER OFFICIAL FIRM MAP 13045C0176E DATED 8/1/2019 A PORTION OF THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
- HOUSE FINISHED FLOOR ELEVATIONS SHALL NOT BE LOWER THAN 4-FEET ABOVE THE 100-YEAR FLOODPLAIN.
- FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
- CUSTOM STREET SIGNAGE WILL BE USED IN THE DEVELOPMENT AND WILL BE PAID FOR BY THE DEVELOPER.
- THE DEVELOPER IS RESPONSIBLE FOR MONTHLY STREET LIGHT CHARGES FOR ONE YEAR IN ADVANCE.

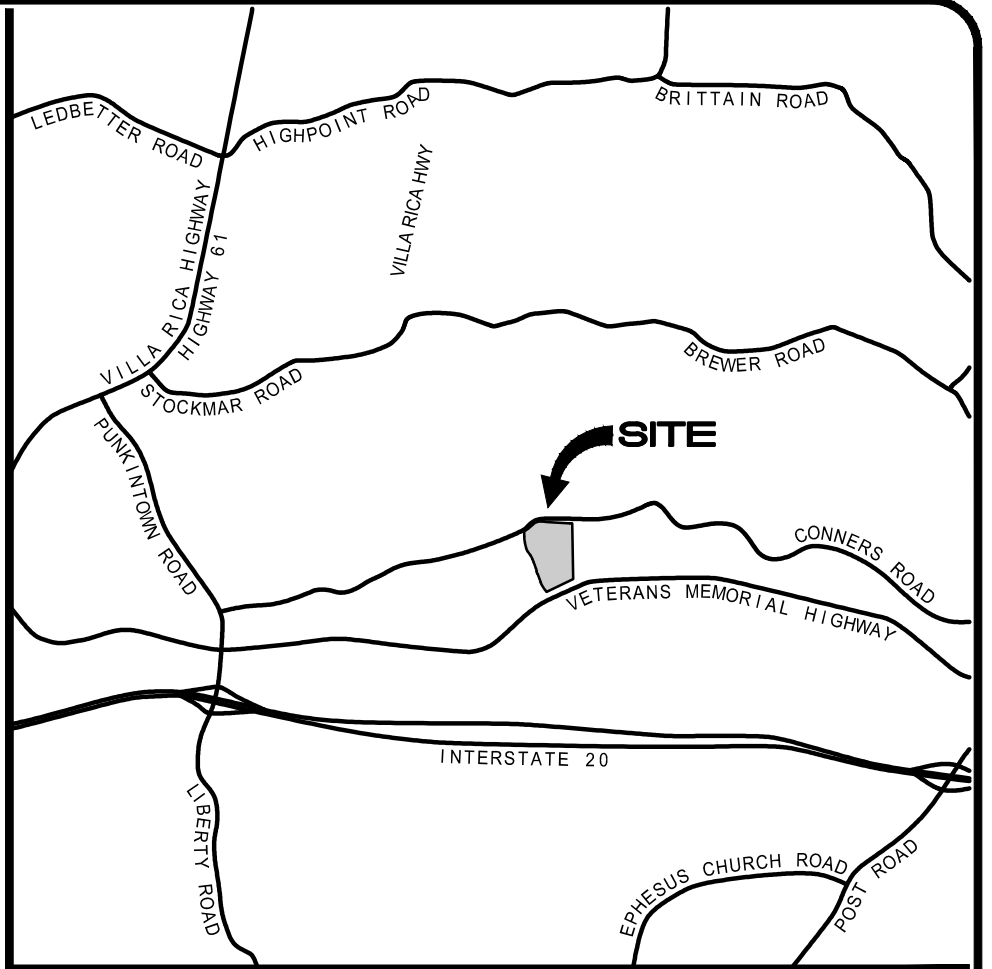
SITE NARRATIVE

**TRACT AREA: 63.62 ACRES
ZONING & SETBACKS:**

CURRENT ZONING= PUD
ZONING RESTRICTIONS ARE TAKEN FROM CITY OF VILLA RICA ZONING CODE.
MAX BUILDING COVERAGE: NO MAXIMUM
NO. OF LOTS: 196
LOTS/ACRES: 3.08
MINIMUM LOT WIDTH: 50'
MINIMUM LOT AREA: 6,000 Sq. Ft.
SETBACKS = FRONT - 20'
SIDE - 5'
REAR - 20'/25' AS SHOWN

- ALL LOTS SERVED BY PUBLIC SANITARY SEWER SYSTEMS
- MINIMUM STREAM BUFFER OF 25' FROM TOP OF BANK APPLIES.
- THIS PROPERTY SERVED BY CITY OF VILLA RICA WATER SYSTEM.
- THIS PROPERTY IS LOCATED ON A PAVED ROAD.
- THIS PROPERTY IS LOCATED IN A FLOOD PLAIN. (SEE NOTE)
- THIS PROPERTY HAS 7,666 IF. OF DEDICATED PAVED ROADS.
- SIDEWALK SHOWN HEREON SHALL BE INSTALLED AT THE TIME OF HOUSE CONSTRUCTION.
- ALL DRAINAGE EASEMENTS SHALL BE CENTERED ON CONSTRUCTED STORM SEWERS.
- ALL DRAINAGE EASEMENTS OFF THE R/W SHALL BE MAINTAINED BY THE PROPERTY OWNER.

LOCATION MAP



OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

[Signature]
OWNER

7/18/23
DATE

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE" AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

[Signature]
SURVEYOR

7/18/23
DATE

CITY OF
VILLA RICA CERTIFICATE

IN ACCORDANCE TO THE CITY OF VILLA RICA DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS PLAT WAS GIVEN FINAL APPROVAL BY THE FOLLOWING CITY OFFICIALS AND PERSONNEL AND ON BEHALF OF THE CITY OF VILLA RICA:

COMMUNITY DEVELOPMENT DIRECTOR

DATE

MAYOR

DATE

SHEET 1 OF 15

LEGEND

- ----- CALCULATED POINT
- ----- IRON PIN FOUND
- ----- IRON PIN SET (1/2" REBAR)
- ----- R/W MONUMENT
- R/W ----- RIGHT OF WAY
- N/F ----- NOW OR FORMERLY
- B/L ----- BUILDING LINE
- OTF ----- OPEN TOP PIPE
- ☞ ----- DOUBLE WING CATCH BASIN
- ⌈ ----- HEADWALL
- ⊙ ----- JUNCTION BOX
- ⌌ ----- DROP INLET
- CMP ----- CORRUGATED METAL PIPE
- RCP ----- REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- X ----- FENCE
- GAS LINE
- OVERHEAD POWER LINE
- SS ----- SANITARY SEWER LINE
- SD ----- STORM DRAIN LINE
- W ----- WATER LINE
- ⏏ ----- FLARED END SECTION
- Ⓜ ----- WATER METER
- ⌘ ----- WATER VALVE
- ⚡ ----- FIRE HYDRANT
- Ⓢ ----- SANITARY SEWER MANHOLE
- ----- SANITARY SEWER LATERAL
- ⚡ ----- POWER POLE
- ← ----- GUY ANCHOR

- A 25' UNDISTURBED STATE WATER BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- B 50' UNDISTURBED BARTOW COUNTY STREAM BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- C 75' IMPERVIOUS SURFACE SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION)

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS PERFORMED USING A CLOSED TRAVERSE AND WAS NOT ADJUSTED.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 500,000+ FEET.

THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENT USED IN THE PREPARATION OF THE PLAT:
TRIMBLE S6 ROBOTIC TOTAL STATION AND DATA COLLECTOR

SITE DATA

LINEAR FOOTAGE OF ROAD CENTERLINE: 7,666 LF
LINEAR FOOTAGE OF CURB AND GUTTER: 14,757 LF
LINEAR FOOTAGE OF SANITARY SEWER MAIN: 7,244 LF
LINEAR FOOTAGE OF STORM DRAIN: 11,967 LF
LINEAR FOOTAGE OF WATER MAIN: 7,303 LF
POND A 100-YR VOLUME IN CUBIC FEET: 26,999 CF
POND B 100-YR VOLUME IN CUBIC FEET: 22,514 CF
POND C 100-YR VOLUME IN CUBIC FEET: 71,646 CF
POND D 100-YR VOLUME IN CUBIC FEET: 17,916 CF
POND E 100-YR VOLUME IN CUBIC FEET: 27,032 CF
POND F 100-YR VOLUME IN CUBIC FEET: 175,693 CF

FINAL PLAT FOR CONNERS LANDING MIRROR LAKE

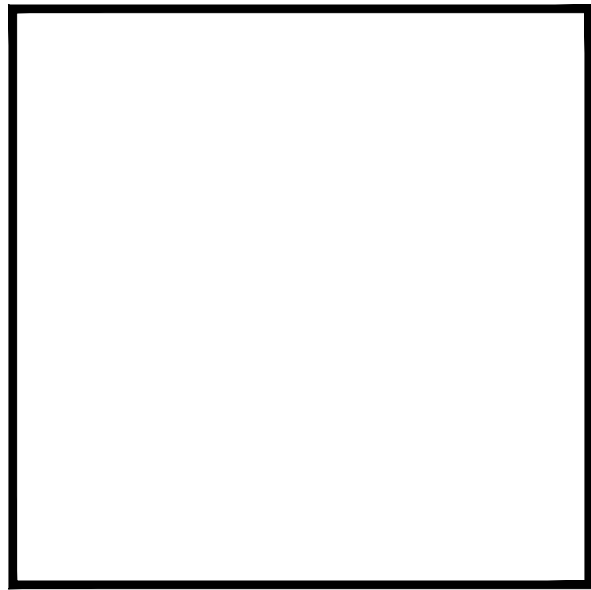
LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24

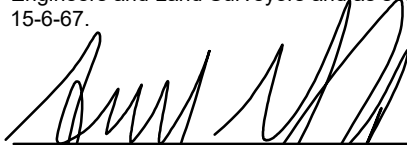
DATE: 30 JUNE 2023			DRAWING NO. H20166 FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1.	7/18/23	CITY COMMENTS	CHECKED BY: AMM
			JOB NO.: H20166
			SCALE: AS SHOWN
			THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

PREPARED BY:
HRC
HRC ENGINEERS
ENGINEERS|SURVEYORS|LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
p 770.942.0196 f 770.942.0152
www.hrcengineers.com

RECORDATION AREA



As required by subsection (d) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

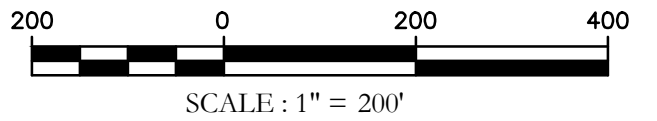
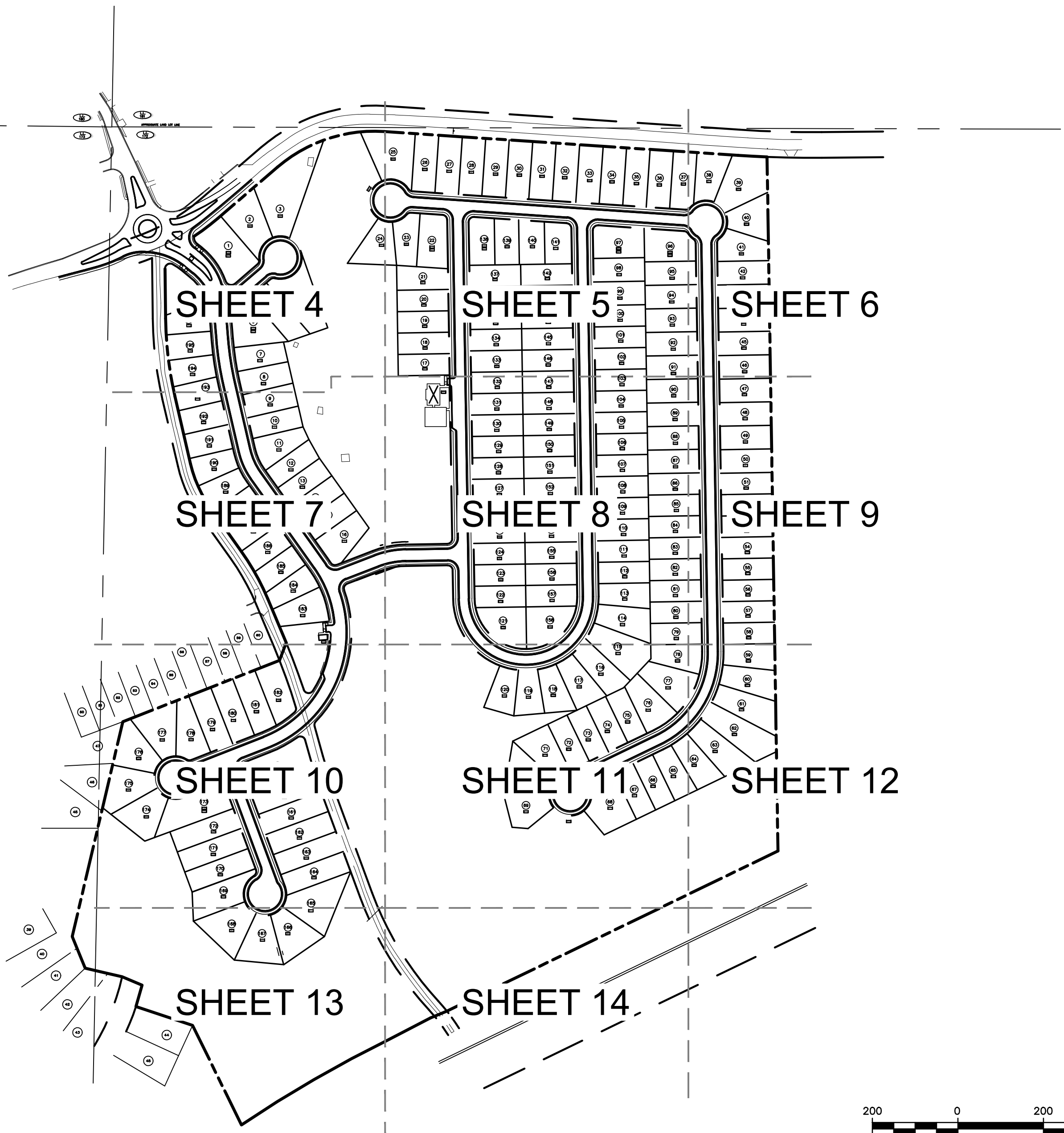

Aaron M. McCullough (Ga. P.L.S. # 2990)

7/18/23

DATE



STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



SHEET 2 OF 15

PREPARED BY:

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FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

DATE: 30 JUNE 2023			DRAWING NO. H20166 FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1.	7/18/23	CITY COMMENTS	CHECKED BY: AMM
			JOB NO.: H20166
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Aaron M. McCullough (Ga. L.S.# 2990)

7/18/23

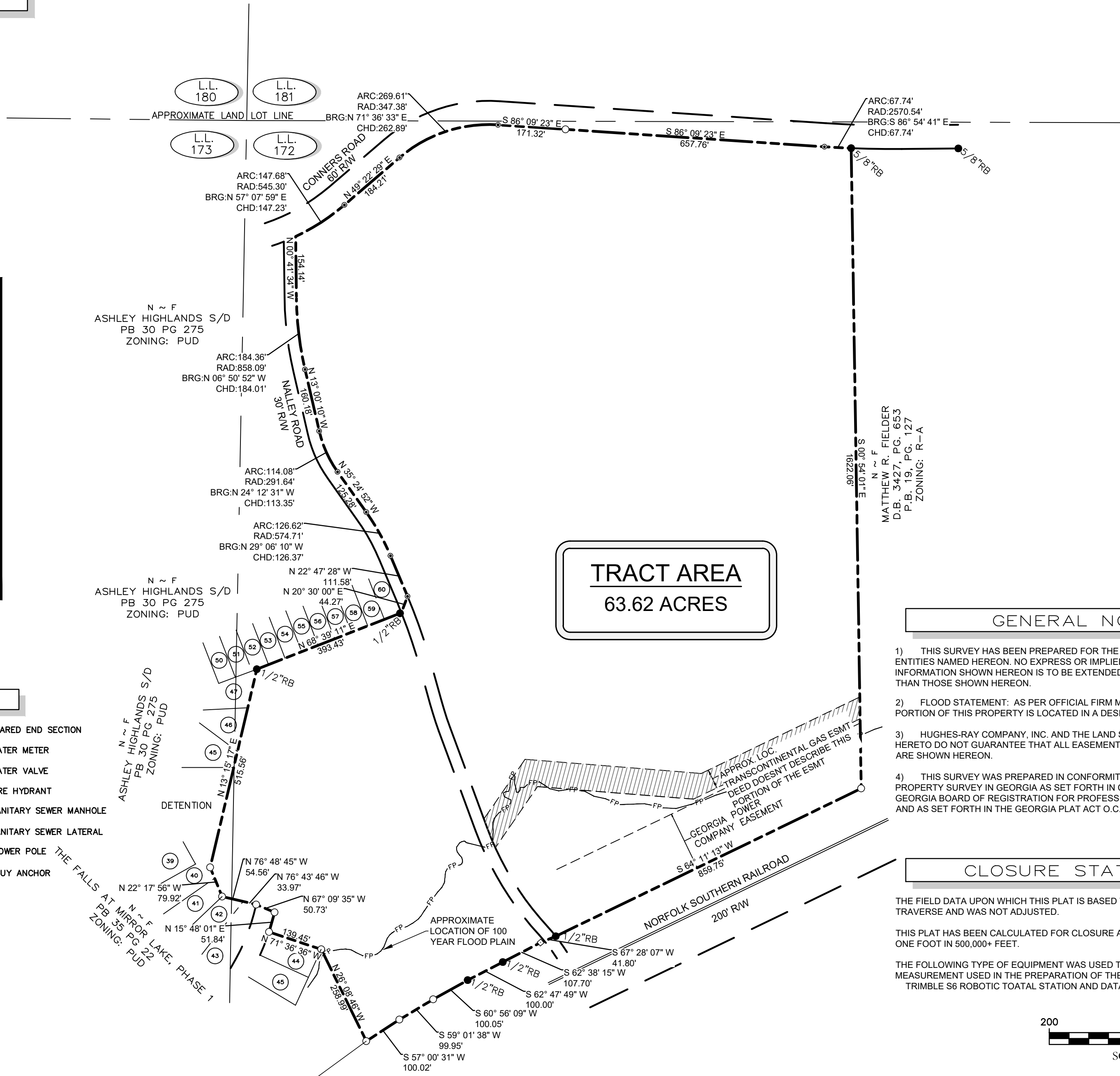
DATE



STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24

LEGEND

- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY
- B/L BUILDING LINE
- OTP OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- X X FENCE
- GAS LINE
- OVERHEAD POWER LINE
- SS SS SANITARY SEWER LINE
- SD SD STORM DRAIN LINE
- W WATER LINE
- FLARED END SECTION
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- SANITARY SEWER LATERAL
- POWER POLE
- GUY ANCHOR



GENERAL NOTES

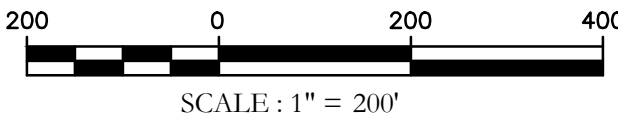
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- FLOOD STATEMENT: AS PER OFFICIAL FIRM MAP 13045C0176E DATED 8/1/2019 A PORTION OF THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS PERFORMED USING A CLOSED TRAVERSE AND WAS NOT ADJUSTED.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 500,000+ FEET.

THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENT USED IN THE PREPARATION OF THE PLAT:
TRIMBLE S6 ROBOTIC TOTAL STATION AND DATA COLLECTOR



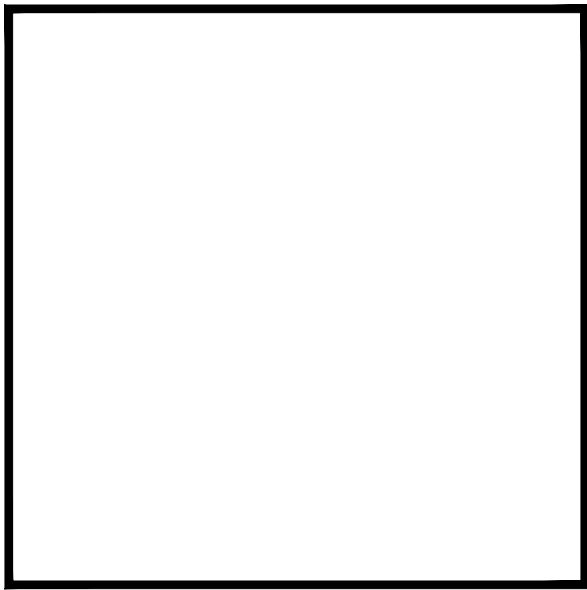
SHEET 3 OF 15

PREPARED BY:
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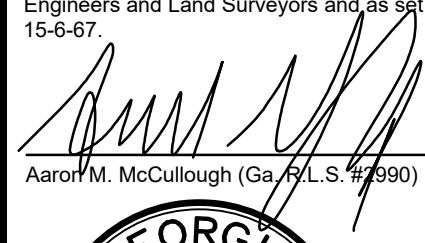
FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE
BOUNDARY SURVEY**
LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION

DATE: 30 JUNE 2023			DRAWING NO. H20166 FP
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Aaron M. McCullough (Ga. P.L.S. #1990)

7/18/23

DATE



STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT	ACRES	SQ. FT.	LOT	ACRES	SQ. FT.	LOT	ACRES	SQ. FT.	LOT	ACRES	SQ. FT.
1	0.27	11799	50	0.15	6600	99	0.15	6600	148	0.14	6000
2	0.22	9723	51	0.14	6000	100	0.14	6000	149	0.14	6000
3	0.41	17776	52	0.14	6000	101	0.14	6000	150	0.14	6000
4	0.25	10878	53	0.14	6000	102	0.14	6000	151	0.14	6000
5	0.17	7384	54	0.14	6000	103	0.14	6000	152	0.14	6000
6	0.21	9349	55	0.14	6000	104	0.14	6000	153	0.14	6000
7	0.14	6165	56	0.14	6000	105	0.14	6000	154	0.14	6000
8	0.15	6468	57	0.14	6000	106	0.14	6000	155	0.14	6000
9	0.15	6640	58	0.14	6000	107	0.14	6000	156	0.14	6000
10	0.14	6036	59	0.15	6650	108	0.14	6000	157	0.14	6001
11	0.16	7032	60	0.17	7564	109	0.14	6000	158	0.20	8739
12	0.14	6129	61	0.21	9274	110	0.14	6000	159	0.29	12651
13	0.14	6000	62	0.25	11090	111	0.14	6000	160	0.18	7821
14	0.14	6000	63	0.20	8790	112	0.14	6000	161	0.18	7805
15	0.14	6000	64	0.17	7349	113	0.15	6523	162	0.18	7805
16	0.18	7964	65	0.15	6423	114	0.18	8012	163	0.18	7805
17	0.14	6000	66	0.14	6000	115	0.24	10554	164	0.18	7832
18	0.14	6000	67	0.14	6000	116	0.18	7654	165	0.26	11272
19	0.14	6000	68	0.23	10167	117	0.17	7391	166	0.19	8457
20	0.14	6000	69	0.16	7159	118	0.15	6494	167	0.19	8392
21	0.15	6398	70	0.19	8306	119	0.14	6093	168	0.22	9660
22	0.20	8540	71	0.19	8071	120	0.14	6129	169	0.20	8786
23	0.15	6483	72	0.14	6000	121	0.20	8739	170	0.18	7904
24	0.18	7786	73	0.14	6000	122	0.14	6001	171	0.18	7904
25	0.27	11626	74	0.14	6000	123	0.14	6000	172	0.18	7904
26	0.17	7425	75	0.14	6002	124	0.14	6000	173	0.30	12940
27	0.17	7425	76	0.19	8216	125	0.14	6000	174	0.20	8591
28	0.17	7425	77	0.21	9210	126	0.14	6000	175	0.20	9296
29	0.17	7425	78	0.15	6644	127	0.14	6000	176	0.19	8933
30	0.17	7425	79	0.14	6000	128	0.14	6000	177	0.20	8977
31	0.17	7425	80	0.14	6000	129	0.14	6000	178	0.18	7934
32	0.17	7425	81	0.14	6000	130	0.14	6000	179	0.18	7811
33	0.17	7425	82	0.14	6000	131	0.14	6000	180	0.18	7812
34	0.17	7425	83	0.14	6000	132	0.14	6000	181	0.18	7870
35	0.17	7425	84	0.14	6000	133	0.14	6000	182	0.18	8010
36	0.17	7425	85	0.14	6000	134	0.14	6000	183	0.18	7667
37	0.17	7333	86	0.14	6000	135	0.14	6000	184	0.14	6184
38	0.17	7347	87	0.15	6600	136	0.14	6000	185	0.14	6131
39	0.26	11520	88	0.15	6600	137	0.14	6000	186	0.14	6091
40	0.17	7576	89	0.15	6600	138	0.15	6651	187	0.14	6001
41	0.17	7315	90	0.15	6600	139	0.14	6077	188	0.14	6001
42	0.15	6600	91	0.15	6600	140	0.14	6106	189	0.14	6128
43	0.15	6600	92	0.15	6600	141	0.14	6064	190	0.14	6048
44	0.15	6600	93	0.15	6600	142	0.14	6000	191	0.14	6001
45	0.15	6600	94	0.15	6600	143	0.14	6000	192	0.14	6001
46	0.15	6600	95	0.15	6600	144	0.14	6000	193	0.14	6001
47	0.15	6600	96	0.20	8546	145	0.14	6000	194	0.14	6062
48	0.15	6600	97	0.20	8771	146	0.14	6000	195	0.14	6028
49	0.15	6600	98	0.15	6600	147	0.14	6000	196	0.14	6084

CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CH. BEARING
CL-1	35.18	200.00	35.13	N56°24'17"W
CL-2	85.17	130.14	83.66	N32°37'01"W
CL-3	24.04	150.00	24.01	N09°16'37"W
CL-4	105.69	728.09	105.60	S08°50'39"E
CL-5	63.23	161.64	62.83	S24°12'34"E
CL-6	41.26	275.00	41.22	N31°06'59"W
CL-7	458.25	275.00	407.04	N20°55'13"E
CL-8	46.70	100.00	46.28	N62°45'12"E
CL-9	70.50	200.00	70.13	S79°00'07"W
CL-10	255.82	225.00	242.26	N31°40'16"E
CL-11	455.53	145.00	290.00	N89°05'59"E

CURVE TABLE									
CURVE	LENGTH	RADIUS	CHORD	CH. BEARING					
C1	69.30	545.30	69.25	N53°00'55"E	C69	202.17	170.00	190.47	S34°58'12"E
C2	20.36	18.50	19.35	S22°14'00"E	C70	18.85	12.00	16.97	N45°54'01"W
C3	10.59	209.00	10.58	N52°18'26"W	C71	61.68	175.00	61.36	S79°00'07"W
C4	96.79	178.00	95.60	N35°16'45"W	C72	166.97	120.00	153.82	S51°02'25"E
C5	27.10	14.00	23.06	S75°09'49"E	C73	21.53	120.00	21.50	S06°02'25"E
C6	8.72	12.00	8.53	N28°33'49"E	C74	19.84	12.00	17.66	S46°28'18"W
C7	2.93	12.00	2.93	N00°44'53"E	C75	17.86	12.00	16.25	N43°31'42"W
C8	65.73	50.00	61.10	S31°24'20"W	C76	21.53	120.00	21.50	N04°14'22"E
C9	40.07	50.00	39.01	N87°58'27"W	C77	166.97	120.00	153.82	N49°14'22"E
C10	125.71	347.38	125.03	S59°44'32"W	C78	18.48	12.00	16.71	S24°47'03"W
C11	39.89	50.00	38.84	N42°09'39"W	C79	329.80	300.00	313.45	N12°09'29"E
C12	108.48	50.00	88.42	N42°51'00"E	C80	12.41	12.00	11.86	S14°02'13"W
C13	11.65	12.00	11.20	S77°11'25"W	C81	70.62	864.99	70.60	S17°55'03"E
C14	30.98	123.00	30.90	N56°35'26"E	C82	298.21	765.30	296.32	S31°25'10"E
C15	16.74	14.00	15.76	S29°33'37"W	C83	31.26	437.90	31.25	N40°32'14"W
C16	20.95	703.09	20.95	S05°32'21"E	C84	20.51	407.90	20.51	N41°08'30"W
C17	56.63	703.09	56.62	S08°42'00"E	C85	309.90	795.30	307.94	S31°25'10"E
C18	24.48	703.09	24.48	S12°00'19"E	C86	44.41	894.99	44.41	S18°50'05"E
C19	53.45	136.64	53.11	S24°12'31"E	C87	28.66	894.99	28.66	S16°29'45"E
C20	12.58	300.00	12.58	N34°12'46"W	C88	22.99	12.00	19.63	N70°28'17"W
C21	16.35	12.00	15.12	S72°03'13"E	C89	73.42	300.00	73.24	N61°38'48"E
C22	79.31	225.00	78.90	S79°00'07"W	C90	18.62	12.00	16.81	S24°12'02"W
C23	18.85	12.00	16.97	N44°05'59"E	C91	20.52	50.00	20.38	N08°30'00"W
C24	17.86	12.00	16.25	N43°31'42"W	C92	28.07	50.00	27.71	N19°20'30"E
C25	11.18	12.00	10.78	S67°09'48"W	C93	34.71	50.00	34.01	N55°18'43"E
C26	38.58	50.00	37.63	N62°35'17"E	C94	34.71	50.00	34.01	S84°55'06"E
C27	34.75	50.00	34.06	S75°23'43"E	C95	38.90	50.00	37.92	S42°44'52"E
C28	106.22	50.00	87.34	S05°22'29"W	C96	68.98	50.00	63.64	S19°03'39"W
C29	70.66	50.00	64.93	N73°16'52"W	C97	16.51	12.00	15.24	N19°09'49"E
C30	8.80	12.00	8.60	S53°48'14"E	C98	19.08	12.00	17.13	N65°47'58"W
C31	2.38	12.00	2.37	S80°29'04"E	C99	11.18	12.00	10.78	S41°58'39"W
C32	87.71	347.38	87.48	S77°20'35"W	C100	82.23	50.00	73.27	N62°24'31"E
C33	56.19	347.38	56.12	S89°12'36"W	C101	35.71	50.00	34.96	S50°10'01"E
C34	11.17	12.00	10.77	N67°10'23"E	C102	35.71	50.00	34.96	S09°05'30"E
C35	11.94	50.00	11.91	S47°20'40"W	C103	35.71	50.00	34.96	S31°50'02"E
C36	50.13	50.00	48.06	S82°54'36"W	C104	33.76	50.00	33.12	S71°38'19"W
C37	37.43	50.00	36.57	N46°55'07"W	C105	27.09	50.00	26.76	N73°30'02"W
C38	37.43	50.00	36.57	N04°01'23"W	C106	11.18	12.00	10.78	S84°39'42"E
C39	30.57	50.00	30.10	N34°56'33"E	C107	37.29	250.00	37.26	N64°23'05"E
C40	11.18	12.00	10.78	S25°46'48"W	C108	52.01	250.00	51.91	N54°09'07"E
C41	31.23	250.00	31.21	N02°40'41"E	C109	13.65	12.00	12.92	N15°36'35"E
C42	46.36	250.00	46.30	N11°34'11"E	C110	115.58	1455.59	115.55	N19°14'52"W
C43	46.36	250.00	46.30	N22°11'43"E	C111	116.96	1485.59	116.93	N20°32'08"W
C44	46.36	250.00	46.30	N32°49'15"E	C112	26.99	12.00	21.65	S82°43'08"E
C45	46.36	250.00	46.30	N43°26'47"E	C113	170.31	250.00	167.03	N13°19'36"E
C46	46.36	250.00	46.30	N54°04'19"E	C114	83.40	250.00	83.01	N15°44'44"W
C47	21.20	250.00	21.19	N61°48'50"E	C115	44.12	250.00	44.07	N30°21'30"W
C48	16.51	12.00	15.24	S24°49'23"W	C116	13.93	574.71	13.93	N23°29'07"W
C49	56.45	50.00	53.50	N17°44'50"E	C117	55.63	574.71	55.61	N26°57'09"W
C50	79.24	50.00	71.20	S84°30'32"E	C118	57.07	574.71	57.04	N32°34'12"W
C51	35.71	50.00	34.96	S18°38'48"E	C119	37.41	186.64	37.35	S29°40'40"E
C52	35.71	50.00	34.96	S22°16'44"W	C120	35.61	186.64	35.56	S18°28'08"E
C53	18.13	50.00	18.03	S53°07'44"W	C121	58.43	291.64	58.34	S29°40'29"E
C54	68.92	200.00	68.58	N54°22'13"E	C122	55.65	291.64	55.56	S18°28'08"E
C55	105.08	200.00	103.88	N29°26'44"E	C123	23.25	753.09	23.25	S12°07'07"E
C56	53.39	200.00	53.23	N06°44'48"E	C124	52.46	753.09	52.45	S09°14'19"E
C57	11.18	12.00	10.78	N27°34'51"W	C125	33.62	753.09	33.61	S05°57'52"E
C58	18.75	50.00	18.64	S43°31'07"E	C126	23.25	858.09	23.25	S12°13'36"E
C59	11.18	12.00	10.78	N59°27'58"W	C127	63.01	858.09	63.00	S09°20'49"E
C60	19.84	12.00	17.66	S46°28'18"W	C128	59.77	858.09	59.76	S05°14'52"E
C61	17.83	170.00	17.82	N02°06'15"E	C129	38.33	858.09	38.33	S01°58'21"E
C62	44.87	170.00	44.74	N12°40'10"E	C130	31.37	125.00	31.29	N11°52'29"W
C63	42.11	170.00	42.00	N27°19'35"E	C131	69.36	125.00	68.47	N34°57'37"W
C64	47.62	170.00	47.47	N42°26'53"E	C132	25.35	138.00	25.32	N56°07'08"W
C65	44.87	170.00	44.74	N58°02'04"E	C133	24.99	12.00	20.71	S58°57'43"W
C66	44.87	170.00	44.74	N73°09'22"E	LINE TABLE LINE LENGTH BEARING				
C67	44.87	170.00	44.74	N88°16'40"E					
C68	44.87	170.00	44.74	S76°36'02"E					

[Signature]

7/18/23

Aaron M. McCullough (Ga. R.L.S. #2990) DATE



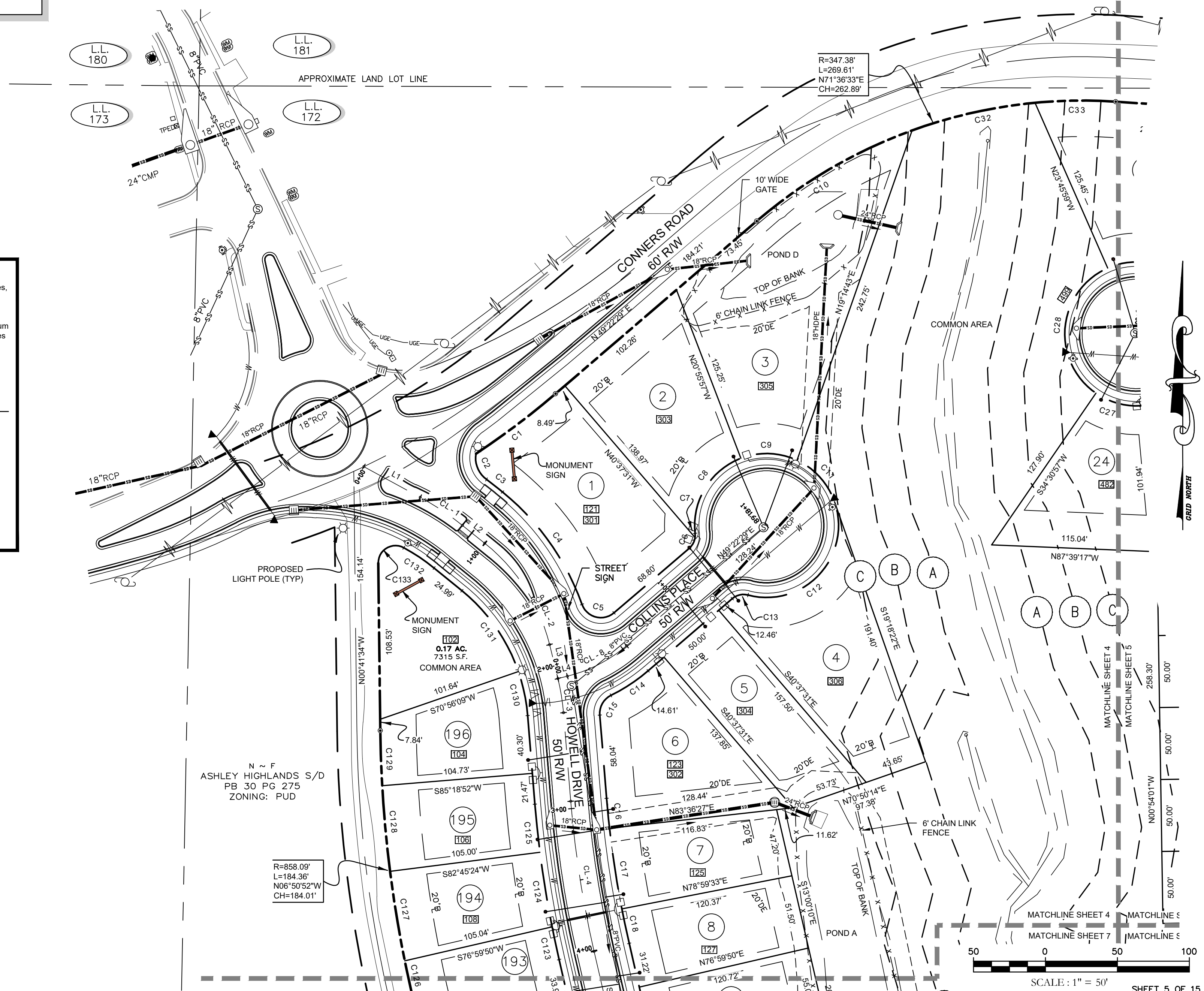
FINAL PLAT FOR CONNERS LANDING MIRROR LAKE

PREPARED BY:

HRC

HRC ENGINEERS
ENGINEERS|SURVEYORS|LANDSCAPE ARCHITECTS

6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
p 770.942.0196 f 770.942.0152
www.hrcengineers.com



DATE: 30 JUNE 2023			DRAWING NO. H20166 FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1.	7/18/23	CITY COMMENTS	CHECKED BY: AMM
			JOB NO.: H20166
			SCALE: 1"=50'
			THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/ OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

RECORDATION AREA

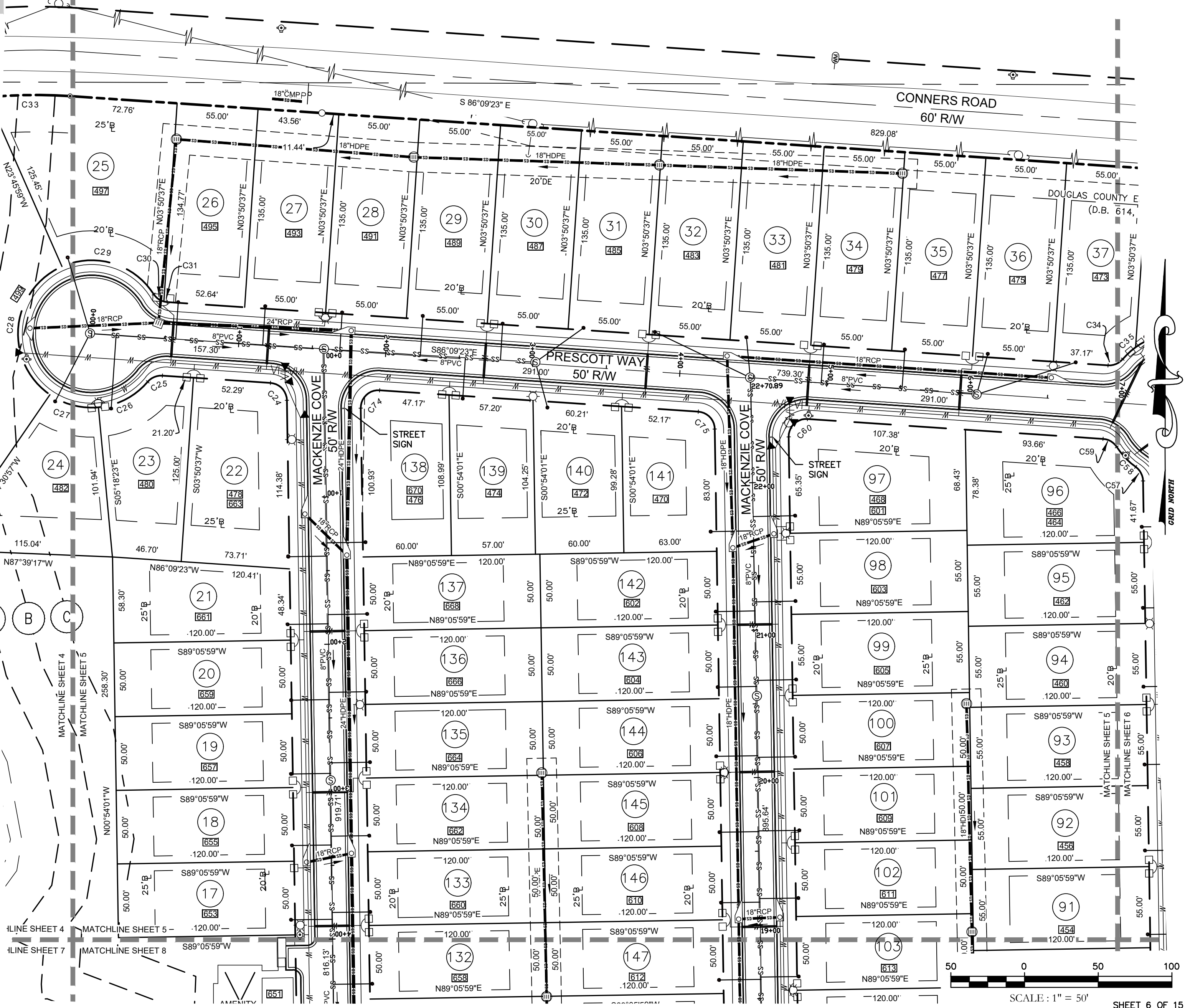
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Aaron M. McCullough (Ga. L.S.# 2990)

7/18/23
DATE



STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



PREPARED BY:



HRC ENGINEERS
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FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

DATE: 30 JUNE 2023			DRAWING NO. H20166 FP
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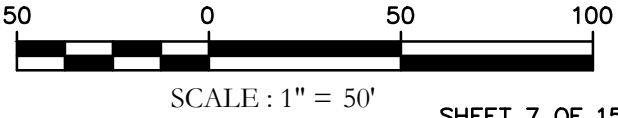
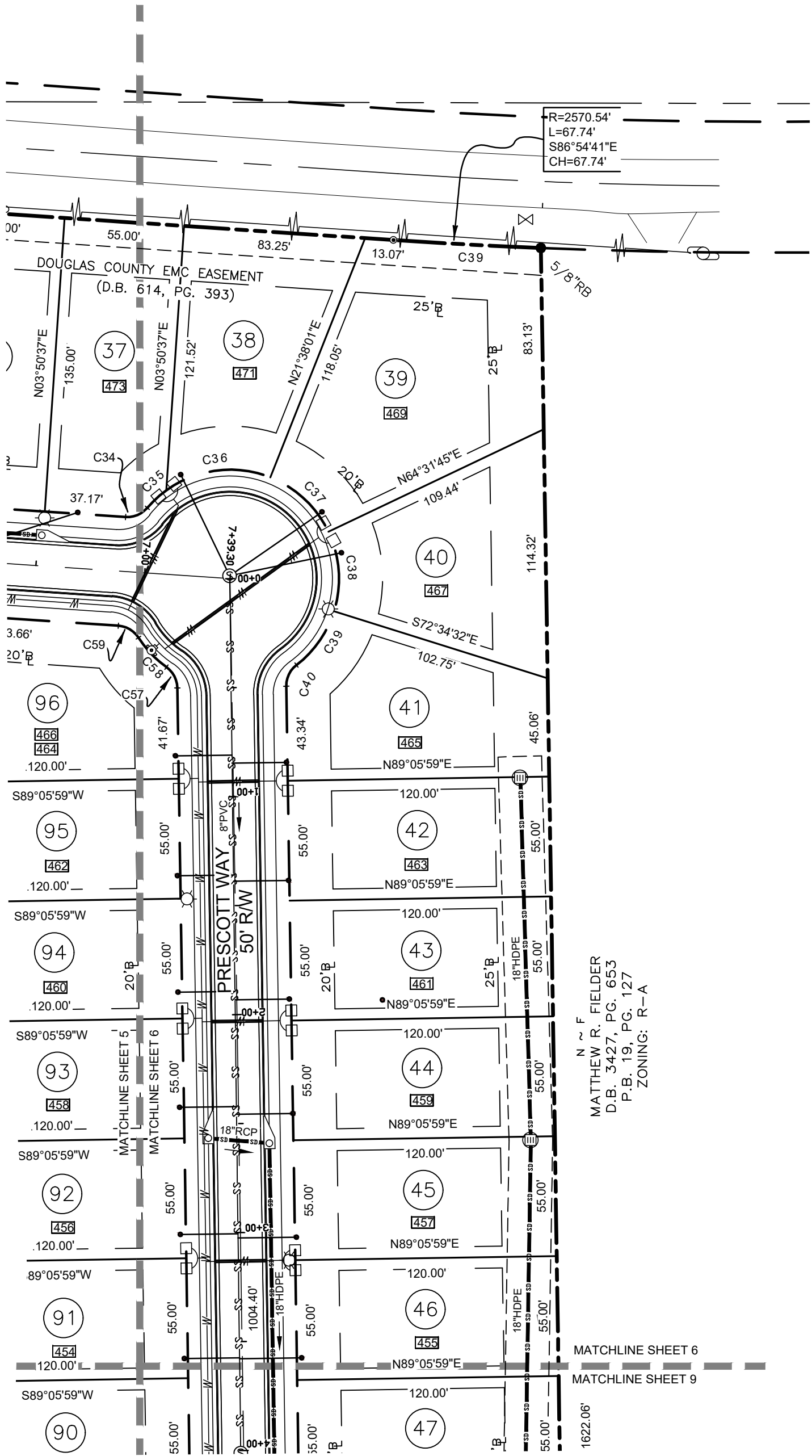
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Aaron M. McCullough (Ga. L.S.# 2990) DATE 7/18/23



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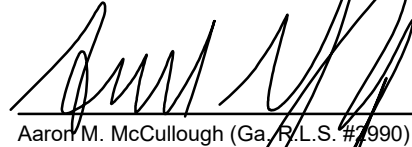
FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

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RECORDATION AREA

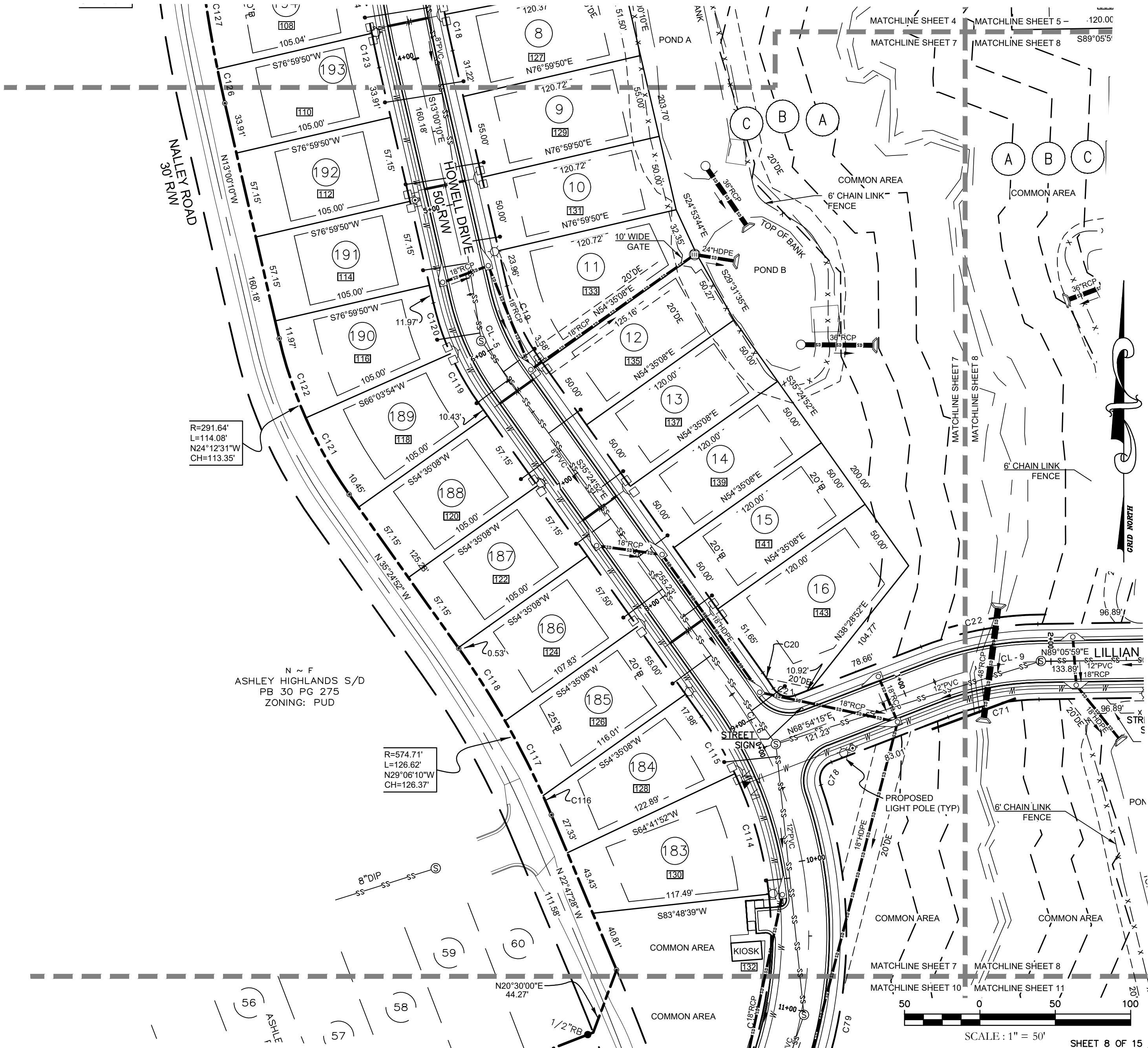
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Aaron M. McCullough (Ga. L.S. #1990)

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FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

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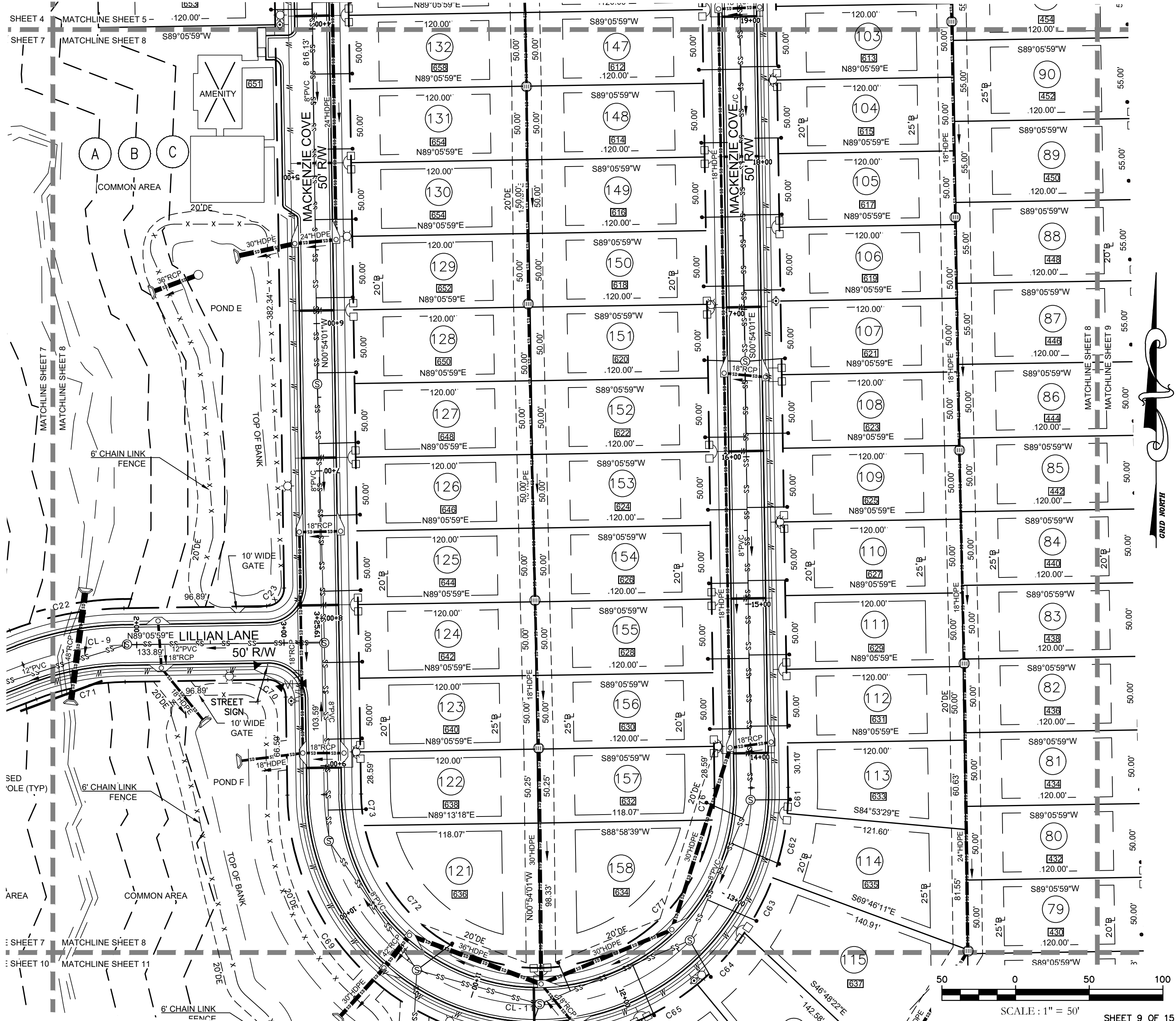
Aaron M. McCullough (Ga. L.S. #1990)

7/18/23

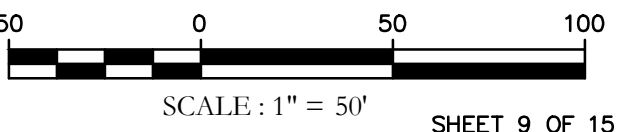
DATE



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HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



GRID NORTH



PREPARED BY:

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FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

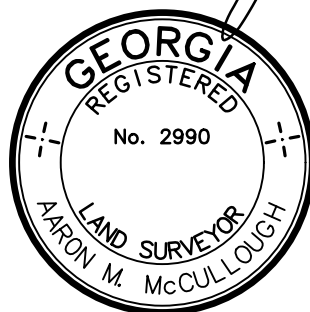
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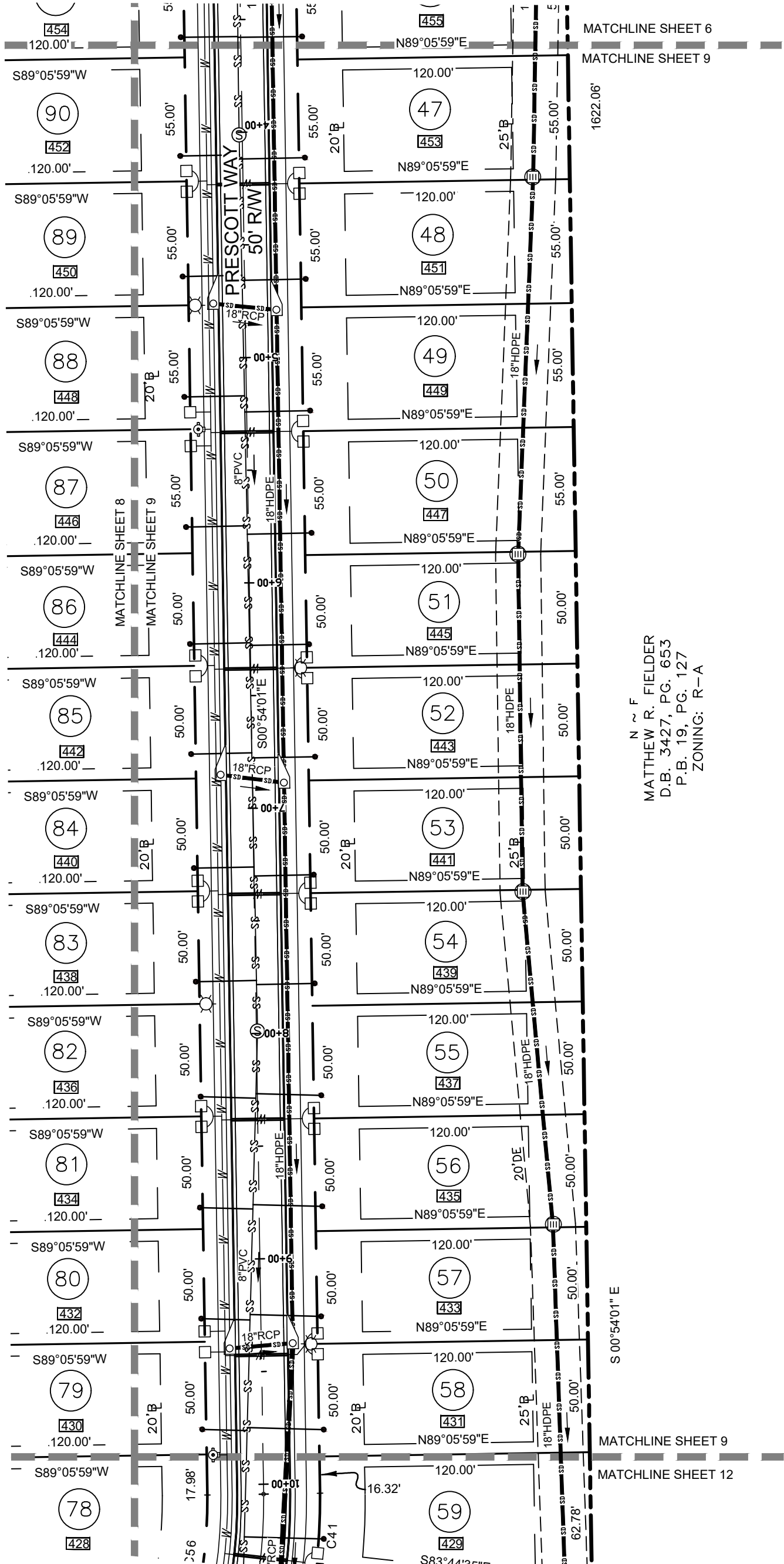
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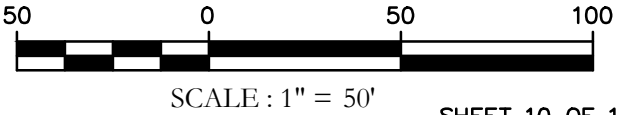
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DATE



STATE OF GEORGIA
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HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



N ~ F
MATTHEW R. FIELDER
D.B. 3427, PG. 653
P.B. 19, PG. 127
ZONING: R-A



SHEET 10 OF 15

PREPARED BY:

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FINAL PLAT FOR
**CONNERS LANDING
MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
2nd DISTRICT, 5th SECTION
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7/18/23

Aaron M. McCullough (Ga. R.L.S. #2990)



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 LSF# 000462 EXPIRES 06/30/24



SCALE: 1" = 50'

PREPARED BY:

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FINAL PLAT FOR CONNERS LANDING MIRROR LAKE

LOCATED IN LAND LOT 172 & 173
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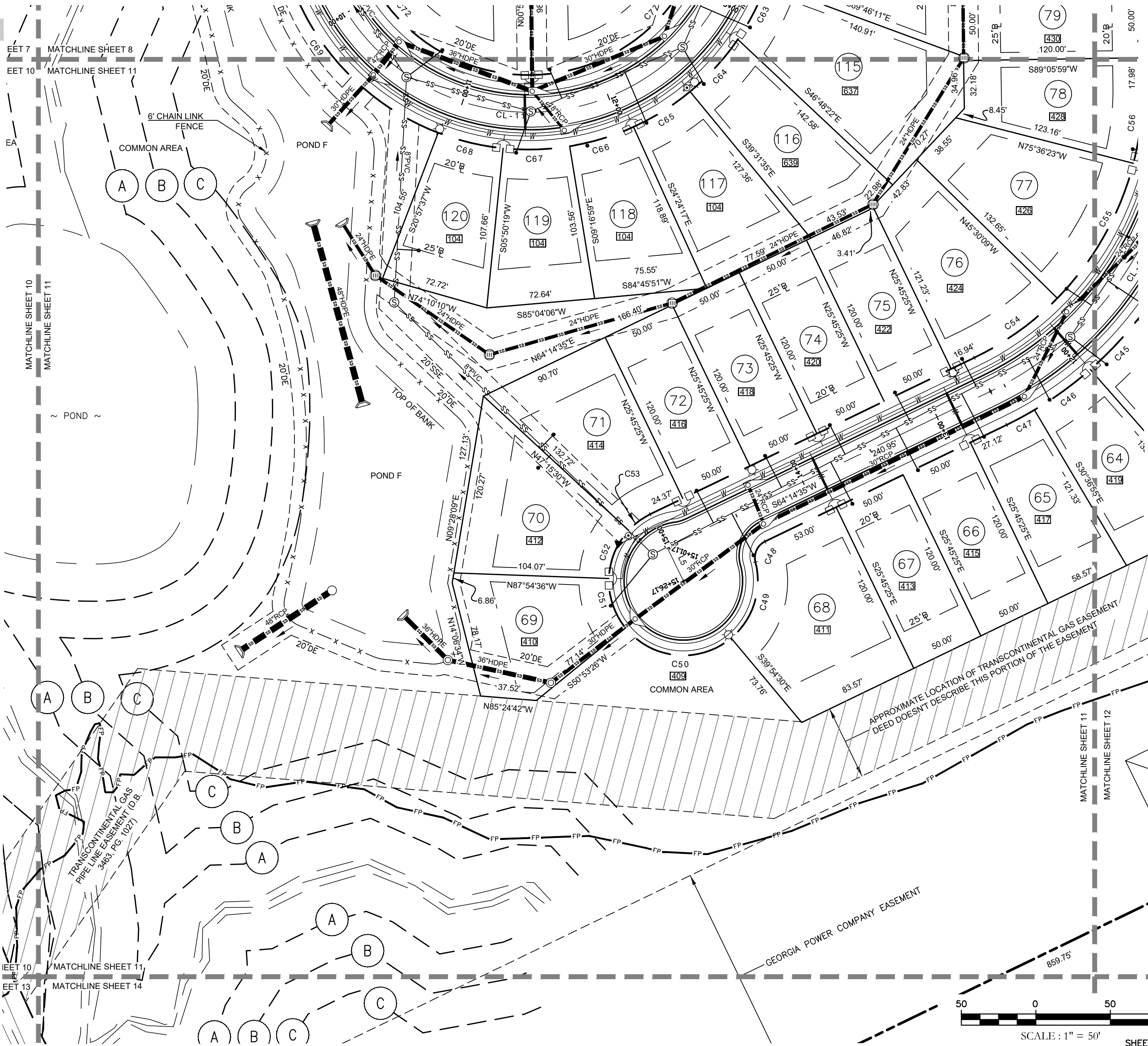
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Aaron M. McCullough (Ga. L.S. # 2990) DATE 7/18/23



STATE OF GEORGIA
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HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



PREPARED BY:



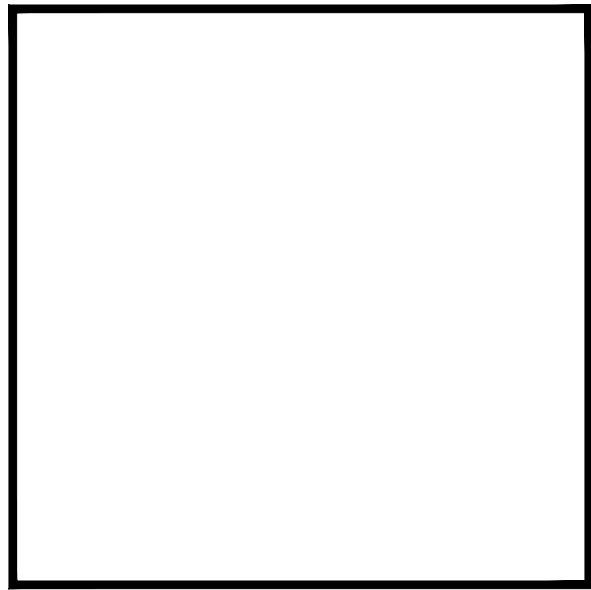
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FINAL PLAT FOR
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MIRROR LAKE**

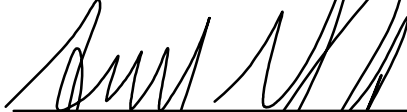
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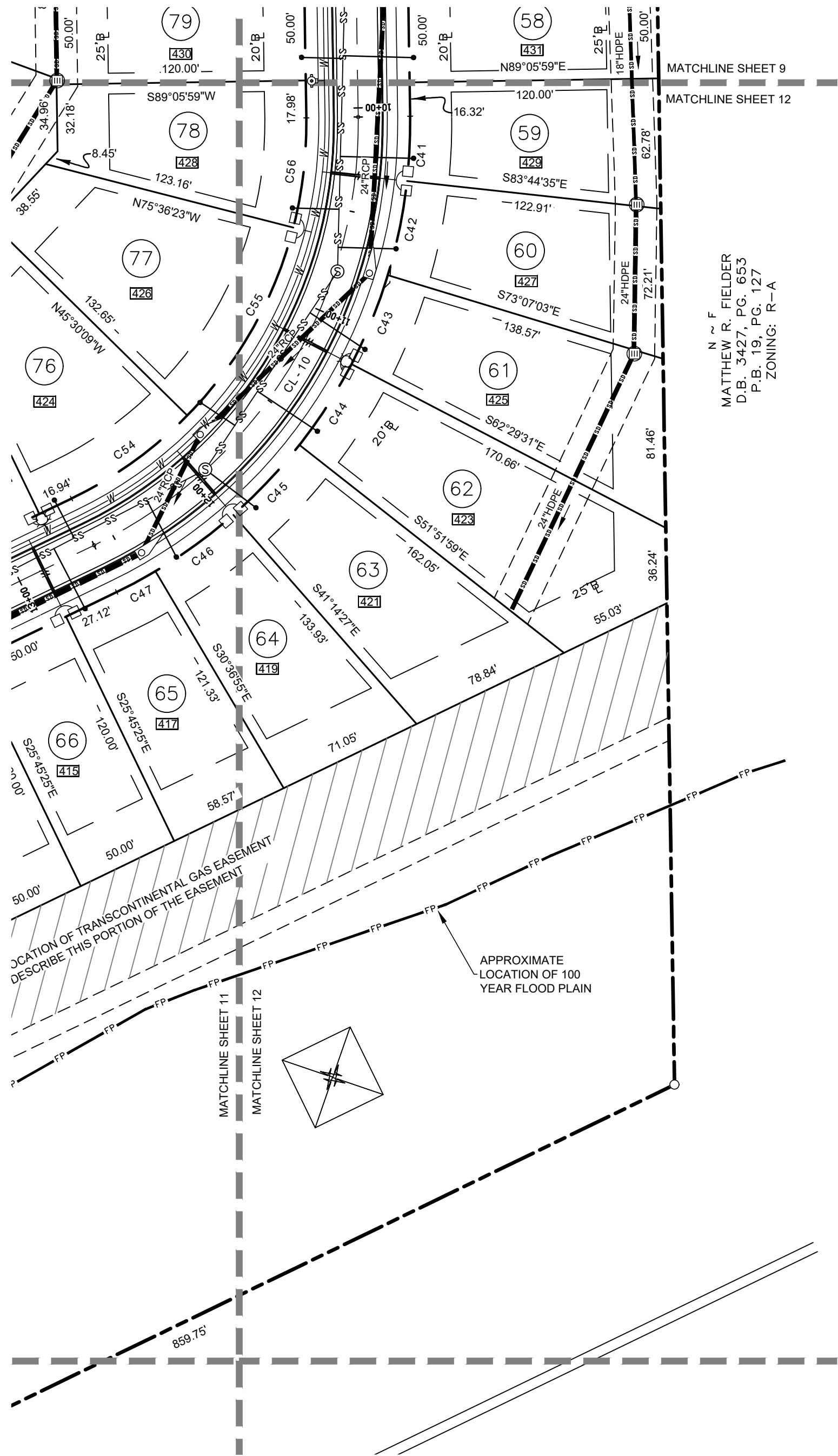

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SCALE: 1" = 50'

SHEET 13 OF 15

PREPARED BY:
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FINAL PLAT FOR
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MIRROR LAKE**

LOCATED IN LAND LOT 172 & 173
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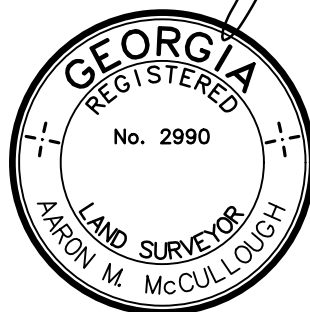
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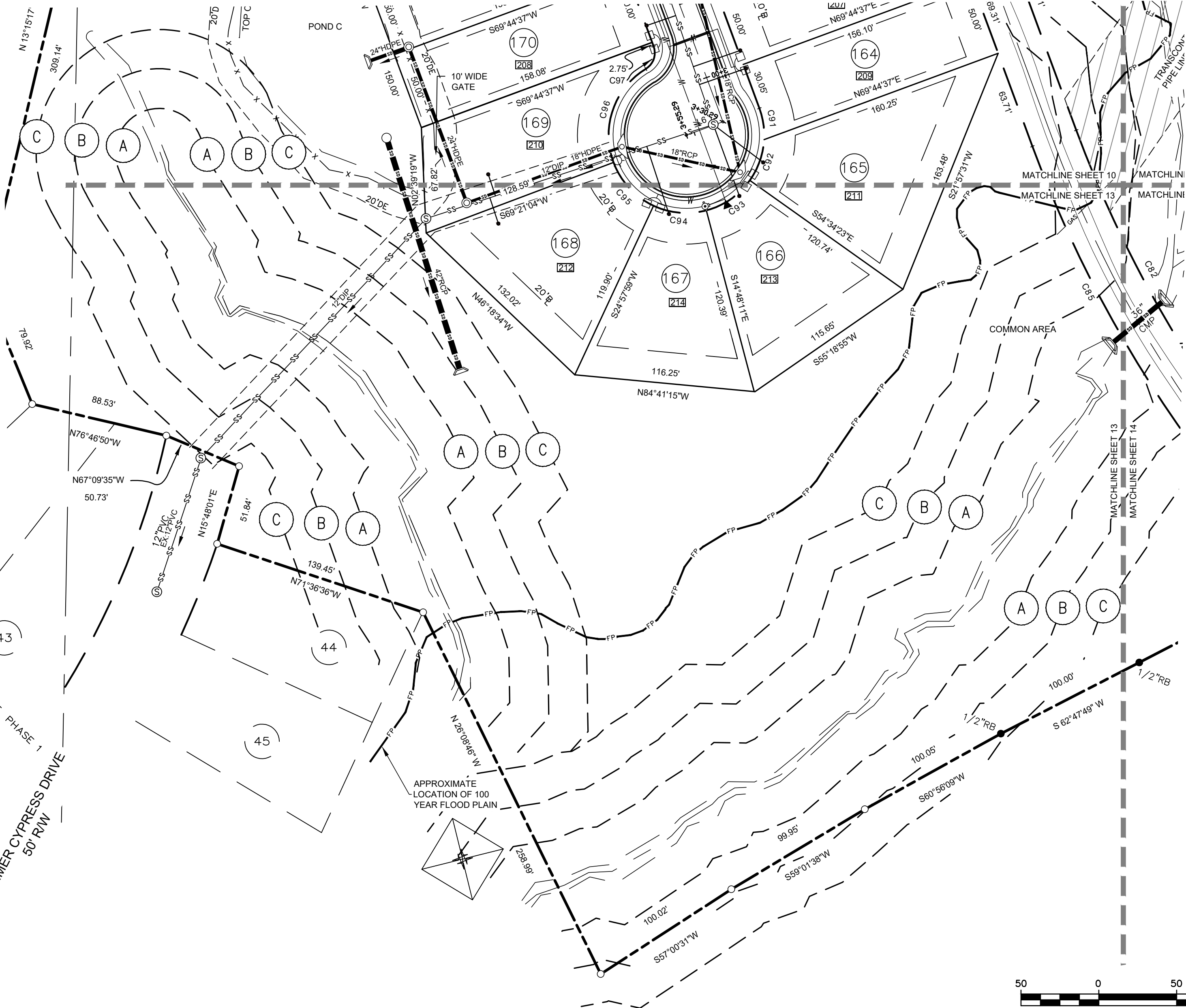

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LSF# 000462 EXPIRES 06/30/24

FALLS AT MIRROR LAKE, PHASE 1
N ~ F
FB 35 PG 22
ZONING: PUD
SUMMER CYPRESS DRIVE
50' R/W



SCALE: 1" = 50' SHEET 14 OF 15

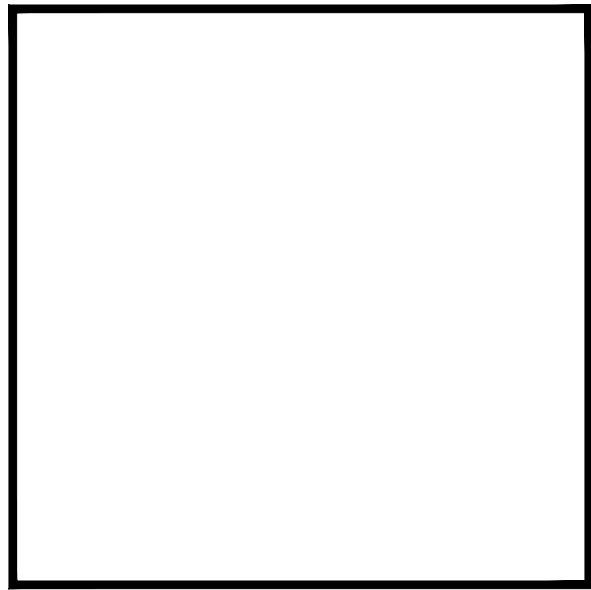
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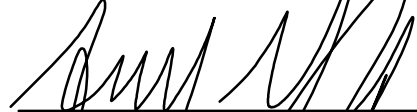
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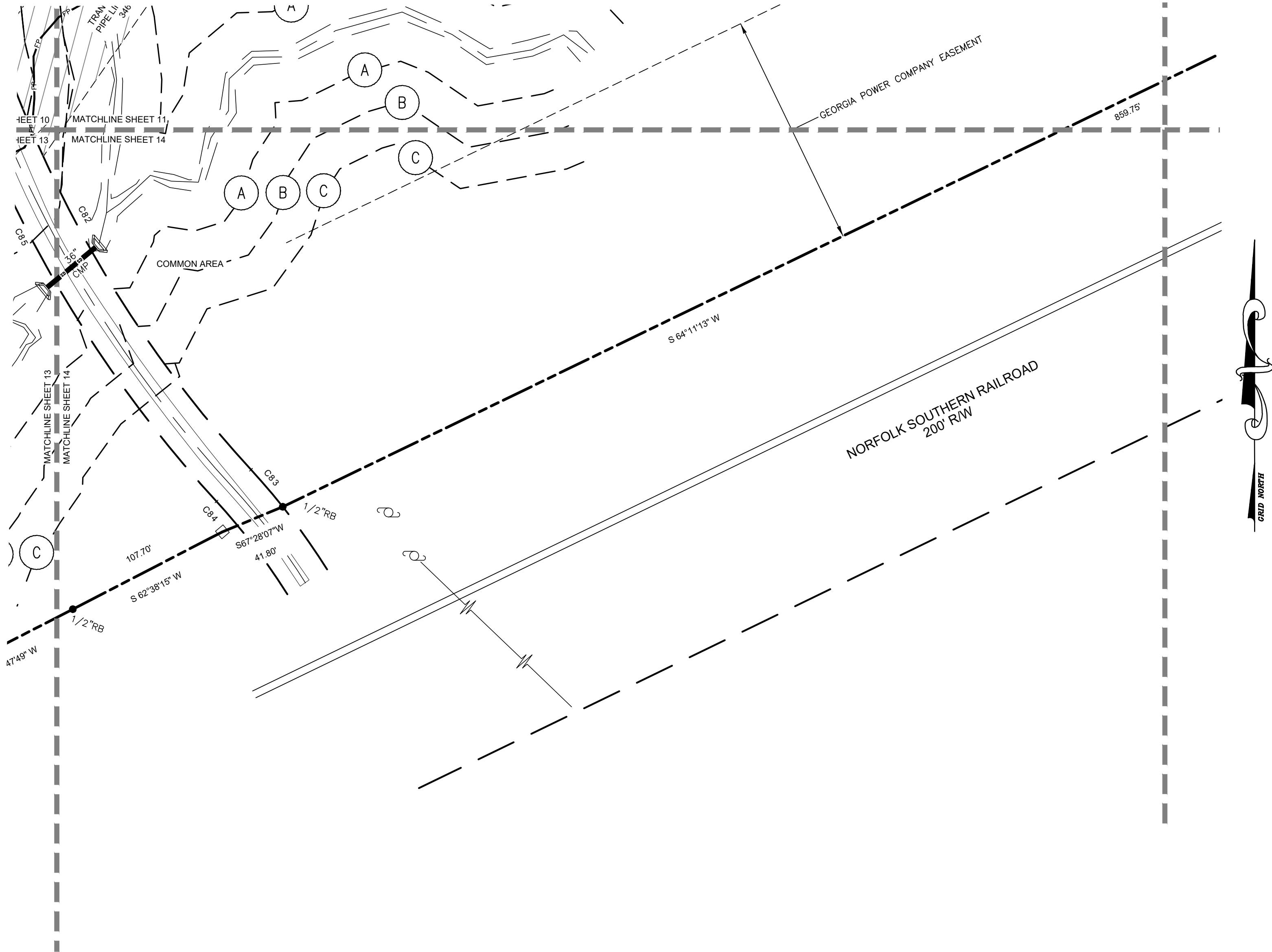


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 7/18/23
Aaron M. McCullough (Ga. P.L.S. # 2990) DATE



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HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/24



SCALE: 1" = 50'

SHEET 15 OF 15

PREPARED BY:

HRC

HRC ENGINEERS

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FINAL PLAT FOR
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MIRROR LAKE**

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DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
07/18/2023		H20166 Conners Road Monthly Street Light Fees		6,768.00
DATE 07/18/23			TOTAL	6,768.00
VENDOR City of Villa Rica				

		HUGHES-RAY COMPANY, INC. 6554 CHURCH STREET DOUGLASVILLE, GA 30134-1884 (770) 942-0196 www.hughesray.com		SYNOVUS BANK MEMBER FDIC		64-60 611	13013
Six Thousand Seven Hundred Sixty Eight and no/100							
DATE		13013		AMOUNT			
07/18/23				\$6,768.00			
PAY TO THE ORDER OF		CITY OF VILLA RICA-					
SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND							

⑈013013⑈ ⑆061100606⑆

0124107⑈



Bond No. 08BSBJA9498

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, That we LGI Homes - Georgia, LLC, as Principal, hereinafter called Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford, CT, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Villa Rica, GA, as Obligor, hereinafter called Obligor, in the sum of **Eight Hundred Seventy Three Thousand Seven Hundred Twenty Eight Dollars and no/100 (\$ 873,728.00)** Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of July A. D. 2023.

WHEREAS, the Principal entered into a certain written contract with the Obligor dated the _____ day of _____ A. D. 20____ to insure that all infrastructure that is to be turned over to the City and/or the Homeowners Association be maintained for a period of 18 months from the date the Final Plat is recorded. Said infrastructure includes but is not limited to the entire Water System (including water services), Sanitary Sewer System, all Streets including surface topcoat, Curb and Gutter, Sidewalks, all Storm Drainage, Street signage, and six (Ponds A-F) detention facilities - Conners Landing, which contract is hereby referred to as the Contract.

WHEREAS, the Contract contains provisions for the correction of any defects due to defective materials or workmanship in the work performed under said Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly, upon receipt of written notification from the Obligor, remedy any defects which are discovered and reported during a period of Two (2) year(s) from July 18, 2023, provided such defects are caused by defective materials or workmanship, then this obligation shall be void; otherwise to be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one (1) year from the date of the written notification referred to in the paragraph above, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The penal sum of this bond shall be reduced by and to the extent of any payment or payments made in good faith.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or its heirs, executors, administrators or successors.

Witness _____ (Seal)

(If Individual)

(Principal)

LGI Homes - Georgia, LLC

Attest _____

(If Corporation)

(Title)

Charles Merdian

Chief Financial Officer (Seal)

Attest or Witness:

Hartford Fire Insurance Company

(Surety)

By _____

Grace J. Gray, Attorney-In-Fact (Seal)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC

Agency Code: 08-087624

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien, William R. Robinson of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 18, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: The Trails at Charleston Place Phase III Final Plat Approval
Recommendation

AGENDA DATE: August 8, 2023

DATE PREPARED: July 31, 2023

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

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: All Final Plats of subdivision developments with public streets must be approved by the Mayor and City Council before building permits are issued. The Trails at Charleston Place Phase III Final Plat has been reviewed and all items associated with Final Plat approval have been completed.

BACKGROUND: The Trails at Charleston Place Phase II is a 54-lot residential development that is the next and final phase of the Trails at Charleston Place development.

All construction has been completed and inspected. The power company is finishing up the underground power and should be completed within the next 30 days. The Final Plat has several other items that must be accomplished/completed prior to the vote by the Mayor and City Council. These items have been completed and are listed as follows:

Maintenance bond submitted - \$195,000.00.

Street Light Fees paid for one year in advance - \$2,749.44.

Water, Sewer, and Storm system as-built record drawings have been submitted and approved.
All fees associated with the Final Plat submittal have been paid.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat for Trails at Charleston Place Phase III.

IMPACT:

MOTION: I move to approve the Final Plat for The Trails at Charleston Place Phase III.

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180 770-459-7000

Receipt No: 55.000068 Jul 24, 2023

George Tomas Homes, LLC

Previous Balance: .00

COMMUNITY DEVELOPMENT

MISC PERMITS & 2,749.44

INSPECTIONS

100-323100

Permits and Inspections

Total: 2,749.44

CHECK

Check No: 024980 2,749.44

Payor:

George Tomas Homes

Total Applied: 2,749.44

Change Tendered: .00

07/24/2023 9:19 AM

Date: 07/28/2023 No: 025008

GEORGE TOMAS HOMES, LLC

[illegible]

GEORGE TOMAS HOMES, LLC
SUITE 1860
6825 JIMMY CARTER BLVD
NORCROSS, GA 30071

SYNOVUS BANK
ATLANTA, GEORGIA

64-7029 / 2611

025008

DATE
07/28/2023

CHECK AMOUNT

\$****195,000.00**

PAY ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS

TO THE
ORDER
OF

CITY OF VILLA RICA
1605 CARROLTON-VILLA
RICA HIGHWAY
VILLA RICA GA 30180

Zur Schnelker

025008 1:26 11702901: 100093418

WARRANTY BOND DEVELOPMENT IMPROVEMENTS (TRAILS AT CHARLESTON PLACE Phase 3 – Sewer, Storm, Detention Pond, Water, Curb, Gutter, Sidewalks, Asphalt Top Coat Only)

Warranty Bond No. 2023-CP3

KNOW ALL MEN BY THESE PRESENTS: That on this ____ day of JUNE, 2023, we George Tomas Homes, LLC of Gwinnett county, State of Georgia as Principal, are held and bound unto the City of Villa Rica, Georgia in the sum of \$195,000.00, (One-hundred Ninety-five Thousand Dollars and Zero Cents), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligations is such that, WHEREAS, a warranty surety shall be a cash deposit and shall be equal to 25% of the actual construction and installation cost and shall be held by the City of Villa Rica for a minimum period of Eighteen (18) months. The 18-month time period shall begin after the initial acceptance of the construction and/or installation by the City of Villa Rica or its agent. WHEREAS, cash deposits shall be payable upon default to the City of Villa Rica, Georgia and provide that the subdivider, his heirs, successors, and/or assignors and their agents or servants will comply with all applicable terms, conditions, provisions, and requirements of these regulations and any other applicable requirements; will faithfully perform and complete work constructing and installing the facilities and/or improvements in accordance with these regulations and any other applicable requirements; and the subdivider shall be responsible to the City for any unnecessary expense incurred through the failure of the subdivider, his heirs or successors, and assignors, or their agents or servants to complete work of the construction and installation in an acceptable manner and from any damages growing out of negligence in performing or failing to perform the construction installation. WHEREAS, the cash deposit paid as required by these regulations shall be released or returned as the case may be, at such time as the facilities guaranteed hereby have been installed and maintained for minimum of Eighteen (18) months, and accepted by the City of Villa Rica. The City of Villa Rica shall have the right to use its own employees or to hire a certified engineering firm to perform the final acceptance and dedication inspection. Acceptance by the City shall be by resolution of the Mayor and Council of the City of Villa Rica and shall accurately identify the specific improvements covered. Utilities, streets, and/or other facilities shall not be accepted until they conform to the City's specifications and standards. WHEREAS, in the event that construction, installation and/or maintenance of any improvements or facilities for which a required cash deposit is deposited are not completed within the time stipulated; or is installed but not properly maintained or repaired under warranty; or if the construction or installation is not in accordance with applicable standards, the City may proceed to construct, maintain and/or repair the improvements or facilities using the cash deposited to pay for such work. Such work may be done under contract or with City employees, whichever is appropriate to the case. In the event that any portion of a required cash deposit is not depleted or used, by the City then any excess shall be rebated to the person or corporation making the cash deposit. WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, the principal has submitted a statement enumerating the cost of construction and installation of all required improvements for a total of \$778,833.30, (Seven Hundred Seventy-Eight Thousand Eight Hundred and Thirty-three Dollars and Thirty Cents), a copy of such is attached hereto

and marked as "EXHIBIT A" and made a part hereof by reference. The Principal shall be liable in payment to the City of Villa Rica of a sum not to exceed \$195,000.00, (One-hundred Ninety-five Thousand Dollars and Zero Cents), which is calculated as 25% of the costs of construction and installation of the required improvements for the Phase 3 of Trails at Charleston Place Development. If the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the cash bond value is to be used to cover the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Villa Rica. The cash bond shall remain in full force and effect until the required improvements have been accepted by the City by resolution of the Mayor and Council of the City of Villa Rica, Georgia.

SO AGREED this 30th day of JUNE, 2023

Name of Corporation: George Tomas Homes, LLC, a Georgia Corporation

By: [Signature]

Signature

Thomas H. Dozier

Typed or Printed Name

Attest: [Signature]

Signature of Witness

Anthony Knudson

Typed or Printed Name

Title: Vice-President

(President or Vice President)

(CORPORATE SEAL)

Title: Land Manager

VILLA RICA, GEORGIA

Attest: _____

City Clerk

By: _____

City Manager

(CITY SEAL)

Attachments:

Exhibit A: Principal's Contractor Cost Quote for Required Improvements.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: New Christmas Décor for Downtown

AGENDA DATE: August 8, 2023

DATE PREPARED: July 25, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: \$69,371

GL ACCOUNT #: 100-7550-522240

FUNDING SOURCE: General Fund, Fund Balance

BUDGETED ITEM? NO

PUBLIC HEARING: NO

PURPOSE:

To approve the purchase or the rental of new Christmas décor for downtown Villa Rica.

BACKGROUND:

The city has used the same Christmas decorations for many years that need replacing. The stand-alone decorations that are being used are not commercially designed décor and cannot withstand inclement weather conditions with high winds.

Staff obtained three proposals from Christmas décor companies around the Atlanta area. The proposals requested were for 12 Snowflakes (for Power Poles), Christmas Tree and Decorations for Amphitheater, Train Set for Train Park, Large Ornaments for Stage, Carolers for Prospector's Park, Lighted Garland and Wreaths for Amphitheater Sign, Santa Sleigh for Train Park.

(1) Universal Concepts Proposal: \$110,240

*Includes Materials, Installation, Takedown and Storage

*Storage with Universal Concepts Warehouse

*Annual Delivery, Installation, Takedown and Removal to their Storage - \$33,350

*No Lease Option Available.

(2) Holiday Designs Proposal: \$ 69,371

*Includes Materials, Installation & Takedown

*Annual Installation and Takedown Costs - \$13,250

*City must store decor

*Lease Option: \$59,064

*Includes Materials, Installation and Takedown, and Storage

(3) Seasonal Designs Proposal to Purchase Décor: \$102,496

*Includes Materials, Installation, and Takedown

*Annual Installation and Removal Labor - \$18,325

*City must store décor

*Lease Option: \$41,242.75

**Includes Materials, Installation and Takedown, and Storage*

STAFF RECOMMENDATION:

Staff recommendation is to approve the proposal from Holiday Designs to purchase Christmas décor for \$69,371.

IMPACT:

The holiday season is a prime time for shopping and consumer spending and is a significant revenue-generating period for many businesses. Commercial Christmas decorations contribute to the overall holiday spirit in commercial areas like retail stores, streets, and public spaces that will increase the number of visitors to the area. Therefore, boosting sales for our downtown businesses.

MOTION:

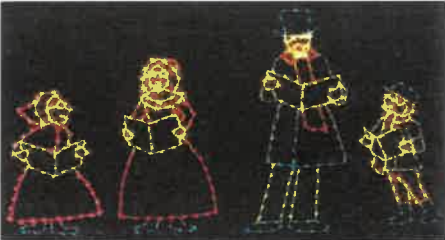
Move to approve the purchase of Christmas Décor with Holiday Designs for \$69,371.

2023 CITY OF VILLA RICA HOLIDAY DECORATING PROPOSAL

to Rental option

DISPLAY	DESCRIPTION	QTY	\$\$ EA.	TOTAL
	P-700, 6 FT. PRESIDENTIAL SNOWFLAKES	12	\$695.00	\$8,340
	INSTALLATION & DELIVERY OF 12 SNOWFLAKES		\$1,800.00	\$1,800
	TAKEDOWN & REMOVAL TO OUR STORAGE		\$1,200.00	\$1,200
	STORAGE FEES		\$650.00	\$650
	SSPT-26, 26 FT. COMMERCIAL GRADE PANEL CHRISTMAS TREE WITH 18" TWO TONE BROWN CORE GARLAND, LIGHTED WITH C7, LED LAMPS, ALL HARDWARE NECESSARY TO STAND.	1	\$18,650	\$18,650
	INSTALLATION & DELIVERY OF 26 FT. TREE - "GROUND MOUNT"	1	\$6,500	\$6,500
	TAKEDOWN & REMOVAL TO OUR STORAGE	1	\$3,000	\$3,000
	STORAGE FEES	1	\$3,000	\$3,000
	TTNS3D-4, 4 FT. 3D NATIVITY STAR TOPPER , LIGHTED WITH C7, LED LAMPS, ALL HARDWARE. INSTALLATION/TAKEDOWN STORAGE FEES INCLUDED WITH TREE.	1	\$650	\$650

2023 CITY OF VILLA RICA HOLIDAY DECORATING PROPOSAL

SEE ABOVE	DELUXE ORNAMENT PACKAGE FOR 26 FT. PANEL CHRISTMAS TREE, TO BE SHIPPED IN CASES, STANDARD COLORS IN 8", 6" AND 4" APPROX. 555 TO 575 ORNAMENTS	1	\$3,700	\$3,700
	ONE-TIME ATTACHMENT TO PANELS	1	\$1,500	\$1,500
	42" ROUND FIBERGLASS ORNAMENTS WITH STAND	2	\$1,050	\$2,100
	INSTALLATION & DELIVERY OF ORNAMENTS	1	\$650	\$650
	TAKEDOWN & REMOVAL TO OUR STORAGE	1	\$300	\$300
	STORAGE FEES	1	\$400	\$400
	SSCT-36, 6.5' CAROLING MAN , SSCT-37, 5.5' CAROLING WOMAN, SSCT-38, 4.5' CAROLING GIRL, SSCT-39, 4.5' CAROLING BOY = 4 PIECES IN SET	1	\$3,100	\$3,100
	INSTALLTION & DELIVERY OF CAROLING SET	1	\$750	\$750
	TAKEDOWN & REMOVAL TO OUR STORAGE	1	\$250	\$250
	STORAGE FEES	1	\$200	\$200

2023 CITY OF VILLA RICA HOLIDAY DECORATING PROPOSAL

  	GARLAND AND WREATHS FOR AMPHITHEATER SIGN, (1) 20 FT. LENGTH OF 14" COMMERCIAL GRADE GARLAND, TWO TONE BROWN CORE, LIGHTED WITH C7, LED LAMPS, ACCENTED WITH (1) 24" PREMIERE BOW AT CENTER, (2) 4 FT. BUILDING FRONT DOUBLE FRAME WREATHS FOR COLUMNS, LIGHTED AND ACCENTED WITH (1) 18" PREMIERE BOW EA. NOTE: PLEASE CONFIRM THE WIDTH OF THE BRICK COLUMNS. PRICING DOES NOT INCLUDE ORNAMENTS.	1	\$1,850	\$1,850
	CUSTOM FITTING, INSTALLATION & DELIVERY	1	\$1,500	\$1,500
	TAKEDOWN & REMOVAL TO OUR STORAGE	1	\$500	\$500
	STORAGE FEES	1	\$650	\$650
	NEED MORE INFORMATION ON RED SANTA SLEIGH FOR PHOTO OP? LIFE SIZE? CAPABLE OF HOLDING A FAMILY? ETC. APPROX. COST THIS TIME OF YEAR \$9,000 TO \$10,000			
	CUSTOM, 3D 4-PIECE TRAIN SET, LIGHTED WITH COMMERCIAL GRADE LED LIGHTS, AND ACCENTED WITH GARLAND, "AMERICAN MADE"	1	\$38,500	\$38,500

2023 CITY OF VILLA RICA HOLIDAY DECORATING PROPOSAL

	INSTALLATION & DELIVERY OF 4-PIECE TRAIN SET	1	\$5,500	\$5,500
	TAKEDOWN & REMOVAL TO OUR STORAGE	1	\$2,500	\$2,500
	STORAGE FEES	1	\$2,500	\$2,500
TOTAL	<i>QUOTATION GOOD FOR 30 DAYS</i>			\$99,740
	<i>50% DEPOSIT REQUIRED TO CONFIRM ORDER</i>			
	<i>CUSTOMER MUST SUPPLY ALL ELECTRICAL CONNECTIONS</i>			
	<i>AREAS TO CABLE/STAKE TREE DOWN MUST BE READILY AVAILABLE</i>			

City of Villa Rica - 2023 Holiday Lighting & Decorations Pricing

ITEMS FOR PURCHASE - LABOR NOT INCLUDED

<u>Item</u>	<u>Description</u>	<u>Total</u>
Panel Tree for Lawn in front of Amphitheater		
Panel Tree	Purchase of 26ft Natural Branch Garland Tree INCLUDES: 4ft 3D Star with C7 LED Lights List: \$23,955. Spring 25% off Sale: \$17,966.25ea	\$ 17,966.25
Ornament Package for Tree	26ft-Ornament-Package - Commercial Tree Decor Package. Shatterproof ornaments. Ornaments in Shiny and Matte finishes (no glitter). Mixed variety of sizes 6", 8", and 10" ornaments. Approximately 460 + Ornaments. List: \$6,785. Spring 25% off Sale: \$5,088.75ea	\$ 5,088.75
Pole Mounted Snowflakes on Lamp Posts		
Pole Mount Snowflakes OPTION	HDPS-100 - 6' Snowflake. (Our Bestseller) - ALTERNATE/OPTION List: \$695. Special: \$395ea	\$ 3,950.00
Welcome Train on corner of N Carroll Rd & E Montgomery St		
Welcome Train	HDWELTR - Welcome to "Villa Rica" Train. Style # 1 List: \$10,710. Spring 25% off Sale: \$8,032.50ea	\$ 8,032.50
Santa Sleigh (Photo Op) on Corner of N Carroll Rd & Main St		
Santa Sleigh (Photo Op)	SANTA SLEIGH 4 SEATER (RED & GOLD)	\$ 7,495.00
Accent Fir Trees	Accent Fir Trees to Decorate behind the Sleigh Photo Op HDAT-6 - 6' Accent Fir Tree - List: \$765. Spring 25% off Sale: \$573.75ea HDAT-8 - 8' Accent Fir Tree - List: \$869. Spring 25% off Sale: \$651.75ea HDAT-10 - 10' Accent Fir Tree - List: \$1,189. Spring 25% off Sale: \$891.75ea	\$ 2,117.25
Prospector Park		
Victorian Characters	Family of Carolers List Price: \$4020. Spring 25% off Sale: \$3015	\$ 3,015.00
Fence	9'x14' Commercial Garland with Pre-lit LEDs along fence facing Main St	\$ 675.00
Décor for Park and Amphitheater Area		
Amphitheater Sign	9'x14' Commercial Garland with Pre-lit LEDs Garland to decorate top of sign - \$230 2 Sprays for sides of sign - \$278	\$ 508.00
Stage Columns	9'x14' Commercial Garland with Pre-lit LEDs Garland to wrap around to columns on front of stage	\$ 3,780.00
12 Lamppoles	9'x14' Commercial Garland with Pre-lit LEDs Garland to wrap the lampposts	\$ 3,240.00
8 Lamppoles	9'x14' Commercial Garland with Pre-lit LEDs Garland to wrap the lampposts	\$ 2,160.00
Giant Ornaments	42" Fiberlass Ornaments List: \$1,590. Spring 15% off Sale: \$1,351.50	\$ 2,703.00

PURCHASE TOTAL: \$ 60,730.75

Holiday Designs™ manufactures the Panel Tree, Pole Mount Snowflakes, Welcome Train, 12 Days Display, RGB Tree of Lights, and Accent Fir Trees at their facility in Gainesville, GA.

Materials supplied by and purchased through Holiday Designs™

Holiday Designs™ - Luke Jensen - luke@holidaydesigns.com - 770-287-1400

www.HolidayDesigns.com

This sheet is for budgetary purposes only. This not a contract. Vendor reserves right to make price correction(s) if needed.

City of Villa Rica - 2023 Holiday Lighting INSTALLATION Pricing

LABOR FOR INSTALLATION & TAKEDOWN OF PURCHASED ITEMS

<u>Location</u>	<u>Description</u>	<u>Total</u>
Panel Tree and Ornament Package for Tree	Labor to setup and remove the 26ft Panel Tree and decorate with the supplied ornaments.	\$ 5,995.00
Pole Mount Snowflakes	Labor to install & remove the 10 pole mounted snowflakes	\$ 800.00
Welcome Train	Labor to setup and remove the "Welcome to Villa Rica" train.	\$ 750.00
Santa Sleigh (Photo Op)	Labor to setup and remove the Santa Sleigh Photo Op	\$ 800.00
Accent Fir Trees	Labor to setup and remove the 3 accent fir trees	\$ 480.00
Victorian Characters	Labor to install and remove the 4 Victorian Characters at Prospector's Park	\$ 385.00
Holly Bush	Labor to install and remove Warm White LED mini lights on Holly Bush in Prospector Park Installer will supply the mini lights on lease/rent term. Allowance of up to 24 sets of lights	\$ 720.00
Garland - Fence	Labor to install and remove the garland on the fence at Prospector's Park	\$ 265.00
Amphitheater Sign	Labor to install and remove garland on top of amphitheater sign and the sprays on front left and front right of sign.	\$ 395.00
Stage Columns	Labor to install and remove garland on the 2 front columns on stage	\$ 2,000.00
12 Lamppoles	Labor to install and remove the garland around 12 lampposts	\$ 2,700.00
8 Lamppoles	Labor to install and remove the garland around 8 lampposts	\$ 1,800.00
Giant Ornaments - 2	Labor to install and remove the 2 giant ornaments on the front corners of the stage	\$ 500.00
Stage	Outline perimeter of stage roof with C9 LED lights	\$ 1,900.00
Bathroom Building	Outline perimeter of bathroom roof with C9 LED lights (3 sides only)	\$ 800.00
Concession Stand	Outline perimeter of concession stand roof with C9 LED lights	\$ 960.00
INSTALLATION TOTAL:		\$ 21,250.00

3 Year Standard Term, 5 Year Term Optional*

STORAGE: Client responsible for storage of CLIENT OWNED property. All LEASE/RENTAL items will be stored by contractor.

POWER: Client is responsible for providing adequate power at each location.

Installation and labor provided thru Twelve25 Lighting™

Twelve25™ - Luke Jensen - luke@Twelve25Lighting.com - 480-978-5484

www.Twelve25Lighting.com

This sheet is for budgetary purposes only. This not a contract. Vendor reserves right to make price correction(s) if needed.

City of Villa Rica - 2023 Holiday Lighting & Decorations Pricing

LEASE/RENTAL - INCLUDES MATERIALS, LABOR, AND STORAGE

<u>Item</u>	<u>Description</u>	<u>Total</u>
Panel Tree	Panel Tree for Lawn in front of Amphitheater Purchase of 26ft Natural Branch Garland Tree INCLUDES: 4ft 3D Star with C7 LED Lights	
Ornament Package for Tree	26ft-Ornament-Package - Commercial Tree Decor Package. Shatterproof ornaments. Ornaments in Shiny and Matte finishes (no glitter). Mixed variety of sizes 6", 8", and 10" ornaments. Approximately 460 + Ornaments. LEASE PRICE:	\$19,995.00
Pole Mount Snowflakes OPTION	Pole Mounted Snowflakes on Lamp Posts HDPS-100 - 6' Snowflake. (Our Bestseller) - ALTERNATE/OPTION List: \$695. Special: \$395ea	\$ 3,295.00
Welcome Train	Welcome Train on corner of N Carroll Rd & E Montgomery St HDWELTR - Welcome to "Villa Rica" Train. Style # 1	
Santa Sleigh (Photo Op)	Santa Sleigh (Photo Op) on Corner of N Carroll Rd & Main St SANTA SLEIGH 4 SEATER (RED & GOLD)	
Accent Fir Trees	Accent Fir Trees to Decorate behind the Sleigh Photo Op HDAT-6 - 6' Accent Fir Tree HDAT-8 - 8' Accent Fir Tree HDAT-10 - 10' Accent Fir Tree LEASE PRICE:	\$13,995.00
Victorian Characters	Prospector Park Family of Carolers	
Fence	9'x14' Commercial Garland with Pre-lit LEDs along fence facing Main St	
Holly Bush	Install LED mini lights on holly bush LEASE PRICE:	\$ 3,625.00
Amphitheater Sign	Décor for Park and Amphitheater Area 9'x14' Commercial Garland with Pre-lit LEDs Garland to decorate top of sign - \$230 2 Sprays for sides of sign - \$278	
Stage Columns	9'x14' Commercial Garland with Pre-lit LEDs Garland to wrap around to columns on front of stage	
12 Lamppoles	9'x14' Commercial Garland with Pre-lit LEDs Garland to wrap the lampposts	
8 Lamppoles	9'x14' Commercial Garland with Pre-lit LEDs Garland to wrap the lampposts	
Giant Ornaments	42" Fiberlass Ornaments List: \$1,590. Spring 15% off Sale: \$1,351.50	
Stage rooflights	Outline perimeter of stage roof with C9 LED lights	
Bathroom rooflights	Outline perimeter of bathroom roof with C9 LED lights (3 sides only)	
Concession Stand rooflights	Outline perimeter of concession stand roof with C9 LED lights LEASE PRICE:	\$21,995.00

LEASE/RENTAL TOTAL: \$ 62,905.00

3 Year Standard Term, 5 Year Term Optional*

Lease, Installation, and Service to be provided thru Twelve25 Lighting™

STORAGE: Client responsible for storage of CLIENT OWNED property. All LEASE/RENTAL items will be stored by contractor.

POWER: Client is responsible for providing adequate power at each location.

This sheet is for budgetary purposes only. This not a contract. Vendor reserves right to make price correction(s) if needed.

The City of Villa Rica
 Alisa Doyal,
 Main Street Manager
 City of Villa Rica
 106 Temple Street
 Villa Rica, GA 30180
 D) 678-840-1440
 C) 470-241-9121
 alidooyal@villarica.gov
 3-27-2023

Holiday Décor Proposal 2023- The City of Villa Rica WITH RENTAL OPTION

LAMP POSTS

<u>Décor /Description</u>	<u>Location</u>	<u>Qty</u>	<u>Cost</u>	<u>Labor</u>
Decorated Lamp Post LED Lit Garland Doubled	Main St. Lamp Posts	4 poles/8 pcs	\$350 each/ \$2,800	\$250 per pole \$1,000
Decorated Lamp Posts- Left Side Single	Main St. Lamp Posts	8 Poles	\$350 each/2,800	\$125 per pole \$1,000

Custom made 9ft Oregon Fir Garland with 2 sets of Warm White LED Lights and a variety of candy finished ornaments.
 The Silver Sequin, Silver Candy, Red Candy and Gold Candy Ornaments last and hold up for years. Beautiful Combinations



The Poles will coordinate with the Tower Tree, Sleigh, Gift Boxes

LAMP POSTS

<u>Décor /Description</u>	<u>Location</u>	<u>Qty</u>	<u>Cost</u>
5 Foot White Snowflake Lamp Post Décor	Main St. Lamp Posts	10 poles	\$900 each =\$9,000
• Steel Frame Acid Washed and coated with a baked-on Powder Coat Finish • All Hardware included • Electrical Components Warranty 3 Seasons • 10 Year /Season Warranty on the Metal • LED Bulbs in Warm White • 3 Year/Season Warranty			

Requesting Villa Rica Parks and Rec install these Lamp Posts.



Installation is not included

Entrance Monument

Decor /Description	Location	Qty	Cost	Labor
Custom Made Garland	Monument Sign	1 pc	\$2,200	\$800
Decorated Teardrop Swags	Monument Sign	2 pc	\$150 each/ \$300	\$200
Waterloo 6.6 ft Deer	Face Right by Monument	1pc	\$2,500	\$600



Decor	Description	Merch Purchase	Purchase	Labor
Santa Sleigh	10 ft Santa Sleigh in Red and Gold Trim	\$9,500	\$3,200	\$800
Gift Packages	Red Nylon Gift Box with Gold Bows-24"-6 pcs	\$260 each	\$1,560	\$500
Gift Packages	Red Nylon Gift Box with Gold Box - 18"-4 pcs	\$175 each	\$700	\$275

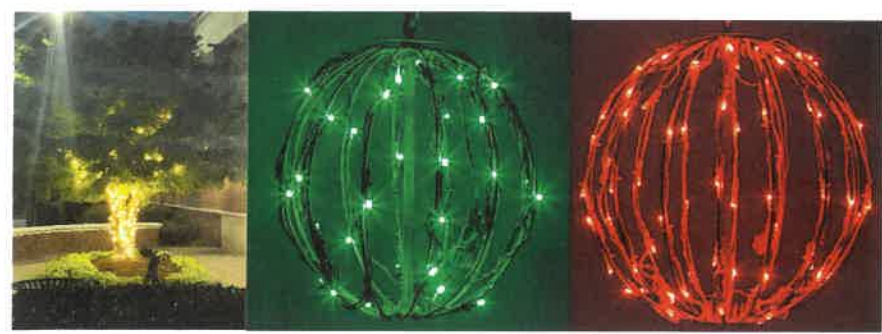


Gift Tower Tree	Majestic Mtn. Pine Commercial Tree w/ 5MM Concave LED Warm White Lights	\$24,635.00		\$4,500
	32,574 Branch Tips - Amps - 8.81 Amps - Lights- 10,550 lights - Ornament Package:	\$5,500		
Freight Charges		\$1,200		
Gift Rental - Install & Removal				\$1,600



Tree Lighting

Decor /Description	Location	Qty	Cost	Labor
LED Warm White Lights-Tree Lighting-4 Trees	Side Entrance trees Stage	8 sets each=32 sets	\$23 each=\$736	\$600
Starbursts Lighted Ball – Red LED (3 pcs per tree)	Hanging from Trees	6 pcs	\$95 each=\$570	\$500
Starbursts Lighted Ball- Green (3 pcs per tree)	Hanging from Trees	6 pcs	\$95 each=\$570	\$500



Decor /Description	Location	Qty	Cost	Labor
Gold Tinsel Deer-Small Gold w/ Green Scarf	Stage Grounds	1	\$850	\$350
Gold Tinsel Deer – Large with Red Scarf	Stage Grounds	1	\$1,350	\$400



AMPHITHEATER

Decor /Description	Location	Qty	Cost	Labor
Fiberglass 4 foot Ornament- Gold or Green	Each side of the Amphitheater	2 pcs	\$4,000 each=\$8,000	\$2,500
OR				
Fiberglass 3 Foot Ornament-Gold, Green or Red	Each side of the Amphitheater	2 pcs	\$3,000 each- \$6,000	\$1,800



4 ft



3 ft

Decor /Description	Location	Qty	Cost	Labor
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Amphitheatre Garland
 Amphitheatre Wreaths

PLEASE ADVISE ON SIZE OR I WILL COME BACK OUT AND MEASURE- I CANNOT FIND IT ON ANY OF THE PREVIOUS PROPOSALS.
 I will also take a look at the lamp posts to confirm.
 Thank you
 Jeanne Rollins

Merchandise Delivery: \$2,500

New Merchandise: \$74,471.00

Install & Removal Labor: \$17,925.00

Grand Total: \$92,396.00

Installation date: November 2023-Please advise
 Removal date: January 2024

Thank you,
 Jeanne Rollins
 Seasonal Designs



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – Area Agency on Aging Contract for Services for Fiscal Year 2024

AGENDA DATE: August 8, 2023

DATE PREPARED: July 25, 2023

PREPARED BY: Tracie Ivey

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the FY 2024 Three Rivers Commission grant contract for senior services.

BACKGROUND: The City has provided meals to seniors under a contract with the Three Rivers Regional Commission for about thirty years. The contract allows the City to address health and wellness services with its senior population through the provision of meals to qualifying seniors funded by reimbursements through state and federal grants.

The City's reimbursement for meals are as follows:

- Home Delivered Meals \$8.51
- Congregant Meals \$11.78

The Three Rivers Commission staff conducted their SFY 2023 financial monitoring visit to the City of Villa Rica on April 5, 2023 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging.

A copy of the contract is attached.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Executing the contract allows us to continue operating the senior meals program through the 2024 state fiscal year.

MOTION: I move to authorize the Mayor to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2023 through June 30, 2024.

SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, #04-045-02-AAA-2024, entered into as of the 1st day of July 2023, by and between

CITY OF VILLA RICA – PARKS & RECREATION DEPARTMENT
(hereinafter referred to as “SUBCONTRACTOR”) and the

THREE RIVERS REGIONAL COMMISSION
(hereinafter referred to as “TRRC”).

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the “program”) which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the funding agencies”), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2023 through June 30, 2024. The effective date of this contract is July 1st, 2023. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2024.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment "B"

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC's determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR's payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR's final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
 - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
 - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
 - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
 - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
 - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
 - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
 - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
 - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
 - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
 - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
 - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but is not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that year** in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

*Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217*

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR.** The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.

30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:

- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
- (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
- (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
- (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
- (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP). which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled “**Audits**” above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia’s Department of Human Services’ Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services’ *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation’s findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.
43. **Termination.**
- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

City of Villa Rica

Address for Official Notices:

City Official

571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Title

DATE _____

ATTEST:

Three Rivers Regional Commission

Area Agency on Aging

P.O. Box 1600

Franklin, GA 30217

Reann Davis

By: [Signature]

Executive Director

[Signature]
Council Chair

DATE 7-1-23

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to meet the needs of older persons effectively and efficiently.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service, or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 contact	Individual or Group	Line Item	ADRC Team, Access to Services	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	Adult Protective Services (APS)	A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.
ADULT PROTECTIVE SERVICES	Intake	1 contact	Individual	N/A	Adult Protective Services (APS)	A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation, provide intervention (limited telephone case management) or for information and referral.
ADULT PROTECTIVE SERVICES	Investigation	1 contact	Individual	N/A	Adult Protective Services (APS)	For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report (except self-neglect) substantiated cases to law enforcement and to prevent further maltreatment of the adult at risk.
DISASTER SERVICES	Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
DISASTER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)	Elderly Legal Assistance	1 Hour 1 Case 1 Session	Staff Activity Logs	Line Item	State Legal Services Developer, Access to Services	Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.
FSIU	Case Consultation, Technical Assistance	1 Person	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal & death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.
FSIU (EAP)	Information and Outreach	1 Session	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect & exploitation of older adults and adults with disabilities.
HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.
HCBS - CAREGIVER SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - CAREGIVER SERVICES	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/Home Repair	\$1 per unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual - Voucher	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Outreach	1 Contact	Individual	Line Item	Caregiver Services Specialist, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
HCBS - CAREGIVER SERVICES	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - CAREGIVER SERVICES	RCI REACH (Resources Enhancing Alzheimer's Caregiver Health)	15 min	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	RCI REACH serves family caregivers who assist a care partner with Alzheimer's disease or another type of dementia. The program uses a "coaching" model rather than the usual caseworker or classroom approach to supporting caregivers. During twelve visits to the family home over a period of six months, the coach and caregiver work together to identify which issues are causing the most difficulty and then develop strategies to overcome the challenges. Caregivers also receive training in stress management and coping with dementia behaviors.
HCBS - CAREGIVER SERVICES	Respite Care - In-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - In-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program; 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregated setting.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Non-Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting.
HCBS - CASE MANAGEMENT	Care Consultation	1/4 hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines.
HCBS - CASE MANAGEMENT	Case Management	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Short-term assistance on behalf of an older person or caregiver who is experiencing immediate risk to health and safety, is at high risk of institutional placement, or has complex needs across multiple domains of care. Activities of case management include such practices as comprehensive assessment, often across multiple domains; and developing and monitoring short-term care plans. Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.
HCBS - CASE MANAGEMENT	Case Management Brokering	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The conflict-free assessment of a consumer (preferably face-to-face) to determine eligibility or appropriateness for services, the recommendation of service(s) and frequency, and the periodic rescreening of that consumer to determine ongoing eligibility or appropriateness for services.
HCBS - CASE MANAGEMENT	Support Options Coordination	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Providing skills training and support to consumers in meeting their responsibilities as participants in the consumer-directed model of services, including training, coaching, and providing technical assistance to consumers to assist them in using their budgets correctly and avoiding overspending.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - EVIDENCE BASED SERVICES	CDSME - CDSMP	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
HCBS - EVIDENCE BASED SERVICES	CDSME - Diabetes	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.
HCBS - EVIDENCE BASED SERVICES	CDSME - Tomando	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Matter of Balance	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Tai Chi	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	Developed by Dr. Paul Lam in Australia, TCHI is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - EVIDENCE BASED SERVICES	Hospital Transition - Care Transitions Intervention	1 Person	Individual	Line Item	EBP Specialist, Livable Communities	Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. (Not MFP Eligible Clients)
HCBS - EVIDENCE BASED SERVICES	Hospital Transition - The Bridge Model	1 Person	Individual	Line Item	EBP Specialist, Livable Communities	Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.
HCBS - HCBS SERVICES	Adult Day Care	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. Mobile Adult Day Care are services provided by staff who travel from a central location to an off-site location(s), primarily, but not limited to, rural areas.
HCBS - HCBS SERVICES	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. Mobile Adult Day Care are services provided by staff who travel from a central location to an off-site location(s), primarily, but not limited to, rural areas.
HCBS - HCBS SERVICES	Adult Day Health	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health. Adult Day Health programs must have an RN or LPN present at all time.
HCBS - HCBS SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to information and assistance, health fairs, and presentations.
HCBS - HCBS SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Aging Services Coordinator, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems offered in a group setting. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS - HCBS SERVICES	Counseling - Individual	1 Session	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eye glasses, dental care, and hearing aids.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology - Voucher	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A voucher provided for any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eye glasses, dental care, and hearing aids.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	1 Contact/Completed Call with Client	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Home Management	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs).
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Homemaker - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/Home Repair	\$1 per unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Installation	\$1 per Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Monitoring	1 Month Service	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Monitoring of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Personal Care	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - IN-HOME SERVICES	Personal Care - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.
HCBS - KINSHIP CARE	Care Receiver Supervision	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Watchful oversight for care receivers while kinship caregiver participates in other program activities
HCBS - KINSHIP CARE	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to health fairs, presentations, and caregiver conferences.
HCBS - KINSHIP CARE	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - KINSHIP CARE	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.
HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - KINSHIP CARE	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Training	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.
HCBS - KINSHIP CARE	Tutoring	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages.
HCBS - NUTRITION SERVICES	Disaster Services - Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
HCBS - NUTRITION SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Home Delivered Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Nutrition Counseling	1/4 hour	Individual	Unit Cost	Chief Dietitian, Livable Communities	Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
HCBS - NUTRITION SERVICES	Nutrition Education	1 Session	Individual or Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. (Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log)
HCBS - SENIOR CENTERS	Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws.
HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
						The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting.
HCBS - SENIOR CENTERS	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action <u>Self-Care/Self-Management</u> Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions. Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions. Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
HCBS - SENIOR CENTERS	Medications Management - Group	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	
HCBS - SENIOR CENTERS	Medications Management - Individual	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	
HCBS - SENIOR CENTERS	Outreach	1 Contact	Group	Line Item	Chief Dietitian, Livable Communities	
HCBS - SENIOR CENTERS	Senior Recreation	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Individual clients documented. Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.
HCBS - SUPPORT OPTIONS	Support Options	1 Unit Received	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Consumer direction, or self-directed care, means an approach to providing services (including programs, benefits, supports, and technology) to assist an individual with activities of daily living, in which each individual plans, budgets, purchases, and controls services that they receive (including the amount, duration, scope, provider, and location of such services)
HCBS - TRANSPORTATION	Transportation - Individual	1 One-Way Trip	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.
HCBS - TRANSPORTATION	Transportation - Individual - Voucher	1 Trip	Individual	Unit Cost = \$1	Aging Services Coordinator, Livable Communities	Transportation of an approved consumer in which the consumer pays the provider for the trip with a voucher OR the AAA has an agreement with a provider to accept payment vouchers. The AAA or the consumer negotiates the rate and trip type (one-way, round trip) with the provider.
HCBS - TRANSPORTATION	Transportation (DHS Unified)	1 One-Way Trip or hourly rate for group trips	N/A	Line Item	Aging Services Coordinator, Livable Communities	Provision of DHS Unified transportation as a means of transporting clients from one location to another. Only allowable for funding designated for DHS Unified Transportation.
MDSQ OPTIONS COUNSELING	MDSQ Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	An interactive decision support process whereby consumers, along with designated members of their circles of support, are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances. Service is provided face-to-face.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
MFP TRANSITION COORDINATION	MFP - Transition Coordination	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
NURSING HOME TRANSITION	Nursing Home Transitions	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a prescribed Care Plan and maintains support for 365 days after day of transition.
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Options Counseling Specialist, Access to Services	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face.
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	N/A	Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.
SCSEP	SCSEP	1 Enrollment	Individual	Line Item	SCSEP Coordinator, Livable Communities	Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities.

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE - PROVIDER
3. EVIDENCE BASED PROGRAM ADDENDUM
4. COST SHARING POLICY

STATEMENT OF SERVICE

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2024

Area Plan Version 1 - Submitted

Three Rivers Region AAA

AAA:

Provider: Villa Rica Senior Center

Program: HCBS - Nutrition Services									
Service: Home Delivered Meals									
NSIP - SSBG Supplemental (Unit Cost)	\$3,944.00	\$0.00	\$3,944.00	\$0.00	\$3,944.00	\$0.00	\$3,944.00	\$4.64	\$3,948.64
NSIP - ACL (Line Item)	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$8,150.00
NSIP - State (Unit Cost)	\$0.00	\$12,208.00	\$12,208.00	\$0.00	\$12,208.00	\$0.00	\$12,208.00	\$1.61	\$13,709.61
AAA Title III C-2 - Home Delivered Meals (Unit Cost)	\$42,362.00	\$2,492.00	\$44,854.00	\$4,984.00	\$49,838.00	\$0.00	\$49,838.00	\$5.07	\$49,843.07
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,754.00	\$21,754.00	\$21,754.00
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,949.82	\$44,949.82	\$44,949.82
Service Total:	\$54,456.00	\$14,700.00	\$69,156.00	\$4,984.00	\$74,140.00	\$1,500.00	\$66,715.14	\$142,355.14	\$13,214.00
Program Total:	\$54,456.00	\$14,700.00	\$69,156.00	\$4,984.00	\$74,140.00	\$1,500.00	\$66,715.14	\$142,355.14	\$13,214.00
Program: HCBS - Senior Centers									
Service: Congregate Meals									
NSIP - ACL (Line Item)	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
NSIP - State (Unit Cost)	\$0.00	\$11,200.00	\$11,200.00	\$0.00	\$11,200.00	\$0.00	\$11,200.00	\$2.78	\$11,202.78
AAA Title III C-1 - Congregate meals (Unit Cost)	\$42,600.00	\$2,506.00	\$45,106.00	\$5,012.00	\$50,118.00	\$0.00	\$50,118.00	\$5.90	\$50,123.90
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,875.00	\$20,875.00	\$20,875.00
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,156.32	\$84,156.32	\$84,156.32
Service Total:	\$52,600.00	\$13,706.00	\$66,306.00	\$5,012.00	\$71,318.00	\$0.00	\$105,040.00	\$176,358.00	\$12,350.00
Program Total:	\$52,600.00	\$13,706.00	\$66,306.00	\$5,012.00	\$71,318.00	\$0.00	\$105,040.00	\$176,358.00	\$12,350.00
Provider Total:	\$107,056.00	\$28,406.00	\$135,462.00	\$9,996.00	\$145,458.00	\$1,500.00	\$171,755.14	\$318,713.14	\$25,564.00

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

Provider Collection and Payment:

Providers will develop and implement cost share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

Home-Delivered Meals

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Congregate Meals/Senior Center Services

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Three Rivers GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

In-Home Services (Homemaker, Personal Care, Respite Care)

The provider of in-home services will mail a monthly statement to individuals to collect any cost share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Termination of Service

The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

ATTACHMENT C

CONTAINS THE FOLLOWING DOCUMENTS:

1. ANNEX A – BUSINESS ASSOCIATE AGREEMENT (BAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF VILLA RICA-PARKS & REC DEPT – SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-045-02-AAA-2024** between TRRC and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
 - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services.**
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented.**
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, **so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;**
 - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L -2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, **so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.**
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.

- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations.**
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom **such information relates**.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

M. TRRC agrees that it will:

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

15. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon TRRC 's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:

- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
- If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
- Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- This Effect of Termination section survives the termination of the Agreement.

16. Interpretation. Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

17. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

18. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY: _____
SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

ATTACHMENT L-1

List of Individuals Permitted to Receive, Use and Disclose TRRC PHI

The following Position and Titles, as employees and/or representatives of Contractor, need access to TRRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary.

If this is not applicable please mark the first line below with N/A.

-
-
-
-
-
-

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and TRRC:

- Secure FTP file transfer(preferred)
- Encrypted email or email sent through "secure tunnel" approved by TRRC HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to TRRC. Use of TRRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to TRRC Project Leader Contact- Emily Rogers erogers@threeriversrc.com or LeeAnn Davis ldavis@threeriversrc.com

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

☐ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

☒ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
LISA B Deming	City of Villa Rica - Sr Ctr	WellSky	Write
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers (erogers@threeriversrc.com) or LeeAnn Davis (ldavis@threeriversrc.com) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VRPD Patrol Vehicles
AGENDA DATE: August 8, 2023

DATE PREPARED: 07/27/2023
PREPARED BY: Chief M. Mansour

AMOUNT: \$168,136.00
GL ACCOUNT #:
FUNDING SOURCE: 2016 Douglas SPLOST
BUDGETED ITEM? No
PUBLIC HEARING: No

PURPOSE: To purchase four (4) Ford Utility Interceptors (Explorers) at state contract pricing from Wade Ford.

BACKGROUND: VRPD moved a number of cars out of our fleet this year. We also chose to purchase no cars during this budget year as a way of off-setting other budget items. As staffing continues to slowly improve, we are in need of four new patrol vehicles to ensure the fleet remains in good order, each officer has an assigned vehicle, and provide sufficient spares for maintenance/outages.

STAFF RECOMMENDATION: This is not a budgeted purchase; however, we have the opportunity to spend available monies on this project to get ahead of an anticipated price increase on the new model year of vehicles. Completing this purchase now allows us to save approximately \$4,000 per vehicle against next year's draft pricing. In addition, this purchase will also allow the city to take delivery of vehicles now because they are currently on the lot in the dealership's inventory. Extended lead times have become the norm on new vehicle orders, and avoiding that delay allows us to get the vehicles in line for build out much sooner. Wade Ford is the state contract holder who has the vehicles extending that state contract pricing to the city. The per unit cost is \$42,034 for a total purchase value of \$168,136.00.

IMPACT: Delaying this purchase until the approval of the new budget will likely result in a greater cost for each vehicle. The savings realized by avoiding the new model year pricing allows the funds to be used on other worthwhile projects. Completing this purchase now will also eliminate the police department's request for these vehicles in the 2024 budget cycle.

MOTION: I move to allow the police department to purchase four Ford Utility Interceptors from Wade Ford for the cost of \$168,136.00.

**2023 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)**

STD: CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRROS/DRIVER SEAT, PURSUIT RATED TIRES

WADE FORD GOVERNMENT SALES CENTER: 3860 South Cobb Drive, Smyrna, GA 30080**Account Manager: Roger Moore (rmoore@wade.com) D: 678-460-3881 C: 770-527-9041**

POWERTRAIN *AWD STANDARD*					AUDIO/VIDEO				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	STD	3.3L V6 HYBRID	\$ -	\$ -		47E	12.1" Integrated Computer Screen	\$ 2,709	\$ -
1	99B/44U	3.3L V6 Flex Fuel (Req. 98F)	\$ (2,343)	\$ (2,343)		87R	Rear View Camera (Mirror Display)	\$ 15	\$ -
	99C/44U	3.0L EcoBoost	\$ 938	\$ -		19V	Rear View Camera On-Demand	\$ 228	\$ -
EQUIPMENT GROUP					DOORS/LOCKS				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	65U	Interior Upgrade Package	\$ 385	\$ -	1	52P	Hidden Door-Lock Plunger w/door INOP	\$ 155	\$ 155
	66A	Front Headlamp Lighting Solution	\$ 883	\$ -		68G	Rear-Door Handles INOP (w/52P)	\$ 71	\$ 71
	86T	Tail Lamp Housing	\$ 59	\$ -		18D	Global Lock/Unlock Feature	\$ 25	\$ -
	66B	Tail Lamp Lighting Solution	\$ 425	\$ -		55F	Remote Keyless - Entry Fob	\$ 336	\$ 336
	66C	Rear Lighting Solution	\$ 449	\$ -	KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*				
	67H	Ready for the Road Package	\$ 3,548	\$ -	Order	Option	Description	Price	Total
	67U	Ultimate Wiring Package	\$ 552	\$ -		59E	Keyed Alike - 1435x	\$ 49	\$ -
	67V	Police Wire Harness Connector Kit	\$ 183	\$ -		59B	Keyed Alike - 1284x	\$ 49	\$ -
KEY EXTERIOR OPTIONS						59D	Keyed Alike - 0135x	\$ 49	\$ -
Order	Option	Description	Price	Total		59F	Keyed Alike - 0576x	\$ 49	\$ -
	41H	Engine Block Heater	\$ 86	\$ -		59J	Keyed Alike - 1111x	\$ 49	\$ -
1	153	License Plate Bracket (Front)	\$ -	\$ -		59C	Keyed Alike - 1294x	\$ 49	\$ -
LAMPS/LIGHTING						59G	Keyed Alike - 0151x	\$ 49	\$ -
Order	Option	Description	Price	Total	FLOORING/SEATS				
1	43D	Dark Car Feature	\$ 25	\$ 25	Order	Option	Description	Price	Total
	942	Daytime Running Lamps	\$ 44	\$ -		16C	1st 2nd Row Carpet Floor	\$ 124	\$ -
	17T	Dome Lamp - Red/White (Cargo)	\$ 49	\$ -		88F	2nd Row Cloth Seats	\$ 59	\$ -
	21L	Front Warning Aux Light	\$ 543	\$ -				\$ -	\$ -
	96W	Front Interior Windshield Light	\$ 1,130	\$ -		87P	Power Passenger Seat	\$ 321	\$ -
1	60A	Pre-Wiring for Grill LED/Siren	\$ 49	\$ 49		85S	Front Console Plate - Delete	\$ -	\$ -
	43A	Rear Aux Liftgate Lights	\$ 390	\$ -		85R	Rear Center Seat - Delete	\$ 44	\$ -
	63L	Rear Quarter Glass Side Lights	\$ 568	\$ -	SAFETY & SECURITY				
	96T	Rear Spoiler Traffic Lights	\$ 1,475	\$ -	Order	Option	Description	Price	Total
	63B	Side Market LED (Req. 60A)	\$ 287	\$ -		90D	Ballistic Panels Lvl III+ (Driver)	\$ 1,565	\$ -
SPOT LIGHT PREP KITS						90E	Ballistic Door Panels (Front)	\$ 3,128	\$ -
Order	Option	Description	Price	Total		90F	Ballistic Panels Lvl IV+ (Driver)	\$ 2,384	\$ -
	51P	Spot Lamp Prep Kit (Driver Side)	\$ 139	\$ -		90G	Ballistic Panels Lvl IV+ (Front)	\$ 4,768	\$ -
	51W	Spot Lamp Prep Kit (Dual Side)	\$ 277	\$ -	1	55B/54Z	BLIS - Blid Spot Monitoring	\$ 538	\$ 538
SPOT LAMP - LED BULB						68B	Police Perimeter Alert	\$ 667	\$ -
Order	Option	Description	Price	Total		76P	Pre-Collision Assist	\$ 148	\$ -
1	51R	Spot Lamp - Driver (Unity)	\$ 390	\$ 390	1	549	Mirrors - Heated Sideview	\$ 59	\$ 59
	51T	Spot Lamp - Driver (Whelen)	\$ 414	\$ -		593	Perimeter Alarm (Req.55F)	\$ 118	\$ -
	51S	Spot Lamp - Dual (Unity)	\$ 611	\$ -		47A	Police Engine Idle Feature	\$ 256	\$ -
	51V	Spot Lamp - Dual (Whelen)	\$ 656	\$ -	1	76R	Reverse Sensing System	\$ 272	\$ 272
BODY					MISC				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	92G	Delete Privacy Glass	\$ 118	\$ -		17A	Aux Air Conditioning	\$ 602	\$ -
	92R	Delete Privacy Glass (2nd Row ONLY)	\$ 84	\$ -				\$ -	\$ -
	76D	Deflector Plate	\$ 331	\$ -		16D	Badge Delete	\$ -	\$ -
WHEELS						63V	Cargo Storage Vault	\$ 242	\$ -
Order	Option	Description	Price	Total		19K	H8 AGM Battery	\$ 108	\$ -
	STD	Chrome Center Caps	\$ -	\$ -	1	60R	Noise Suppression Bonds	\$ 99	\$ 99
	65L	Wheel Covers (18" Full Face)	\$ 59	\$ -		18X	100 Watt Siren/Speaker	\$ 311	\$ -
	64E	18" Painted Aluminum Wheel	\$ 469	\$ -		61B	OBDII Split Connector	\$ 55	\$ -
						CBX	Cop Box Storage Locker	\$ 1,995	\$ -

Order	Option	Description
	YZ	Oxford White
	AG	Agate Black
	M7	Carbonized Grey
1	JS	Iconic Silver Metallic
	YG	Medium Titanium Metallic
	LK	Dark Blue
	LM	Royal Blue
	J1	Kodiak Brown Metallic
	JL	Dark Toreador Red Metallic
	BU	Medium Brown Metallic
	E3	Arizona Beige Metallic
	E4	Vermillion Red
	FT	Blue Metallic

		Base Vehicle Price	\$	42,383
Enter Miles		Options Selected	\$	(349)
		Delivery	\$	-
	UPFIT	U562 PGA34565 mor like units	\$	-
	ESP125*	Premium Care Service Plan (5yr/125,000)	\$ 3,050	\$ -

*Comprehensive repair protection

TOTAL per Vehicle \$ 42,034**Quantity Requested 4****ORDER TOTAL \$ 168,136****Contact Information:**

Agency City of Villa Rica

Contact

Address

Phone

Email

--



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Tree removal and stump grinding in Berkley Park, Reid Plantation
subdivision and Conners road
AGENDA DATE: 8/08/2023

DATE PREPARED: 7/25/2023
PREPARED BY: Ethan Waits

AMOUNT: \$46,800
GL ACCOUNT #: 100-4210-522240
FUNDING SOURCE: M/R grounds – Streets
BUDGETED ITEM? No

PURPOSE: Prevent further damage and trip hazards to the sidewalks and curbs along the city right-of-way.

BACKGROUND: The maple and white oak trees have out grown the space they are planted in causing great damage to the curbs and sidewalks. Multiple sections along the sidewalk have been cracked or lifted from the root system of the trees.

STAFF RECOMMENDATION: Staff recommends Hernandez Bros tree service to remove all trees and grind stumps along the city right-of-way in Berkley Park, Reid Plantation and Conners road.

IMPACT: Once trees are removed and stumps have been ground the city can take further action to repair/replace the damaged areas in the sidewalk preventing trip hazards and meet ADA requirements.

MOTION: I make a motion to approve Hernandez Bros tree service to remove all trees and grind stumps along the city right-of-way in Berkley Park, Reid plantation and Conners road for the quoted sum of \$46,800.



Richmond Tree Experts GA LLC
551 Hickory Lake Dr
Acworth, GA 30101-8755 US
(770) 974 3964
richmondtreega@gmail.com
www.RichmondTree.com

Estimate 1355

ADDRESS

Ethan Waits
City of villa rica
1605 Carrollton st villa rica hwy
Villa rica, Ga 30180

DATE
07/06/2023

TOTAL
\$48,390.00

DATE		QTY	RATE	AMOUNT
07/06/2023	Tree Removal 102 Reid plantation dr remove all maple trees along sidewalk and street	92	375.00	34,500.00
07/06/2023	Stump Grinding Grind all stumps will need to get marked the ones by power boxes or under ground utilities	92	45.00	4,140.00
07/06/2023	Debris haul away Haul and chip debris	15	650.00	9,750.00

Complete clean up of al debris as we cut down trees no debris will be left on site at end of the day. Stump grinding chips will stay in place

TOTAL

\$48,390.00

THANK YOU.

Accepted By

Accepted Date



Richmond Tree Experts GA LLC
551 Hickory Lake Dr
Acworth, GA 30101-8755 US
(770) 974 3964
richmondtreega@gmail.com
www.RichmondTree.com

Estimate 1356

ADDRESS Ethan Waits City of villa rica 1605 Carrollton st villa rica hwy Villa rica, Ga 30180	DATE	TOTAL	
	07/06/2023	\$36,050.00	

DATE		QTY	RATE	AMOUNT
07/06/2023	Tree Removal 334 Berkeley dr villa rica remove 80 trees and stumps maple trees any under ground utilities will have to be marked by stumps all tees are located along curb side	80	300.00	24,000.00
07/06/2023	Stump Grinding Grind stumps	80	45.00	3,600.00
07/06/2023	Debris haul away Haul away chip debris	13	650.00	8,450.00

TOTAL	\$36,050.00
THANK YOU.	

Accepted By

Accepted Date

CASEY

TREE EXPERTS

DATE: _____

ESTIMATE #: _____



P.O. Box 1276 ~ Lilburn, GA 30048
Office: (770) 498-7000 ~ Fax: (770) 972-1951
WWW.CASEYTREE.COM



CUSTOMER INFO / BILL TO		FULLY INSURED VISA / MC / PAY PAL DISCOVER A 2% processing fee will be applied for credit card payments	SITE ADDRESS	
City of Villa Rica			Neighborhood	
Ethan Waits 404-947-0740			(102 Reid plantation dr)	
			Villa Rica 30180	

NOTES:			
BID DATE. 07/19/23	REP: Joe Gresham	REF:	TERMS: COD UNLESS NOTED
DESCRIPTION			TOTAL
Take down and remove 93 street trees thru out the neighborhood located in the cities right away			\$52750.00
Trees located along Reid plantation dr , Crape myrtle way, Day lily way, Cherry blossom cove, Barberry dr , Hemlock crt , Sycamore dr , Elderberry ln, Lilac ln and Buckey lane			
Grind up the stumps (leave stump mulch in a nice clean pile back in the hole)			\$3500.00
Remove mulch to bring back close to grade			\$3500.00
All work to be completed under ANSI A300 Standards for Tree Removal and Pruning. All work to be completed under ANSI Z133 Safety Requirements.			TOTAL \$

Approved by: _____ Date: _____

Attention: Liability Disclaimer and Terms: The professionals at Casey Tree Experts, Inc. have a reputation of performing the best quality tree care possible. However, due to the nature of certain tree work, circumstances beyond our control can arise where landscaping damage may be expected. **Casey Tree Experts cannot be held responsible for driveways, sidewalks, landscaping, any underground utilities, sprinklers, etc.** Large Equipment and/or trucks may be required to access the trees and it is recommended that any of the above mentioned be marked/flagged before scheduling of work in order to help prevent any damage to said items. In order to help ensure the absolute best work, please feel free to discuss any items you feel may require special attention. **Any late payments will incur a \$50.00 late fee plus a one and one half percent (1-1/2%) fee will be charged on purchases over 30 days old. Customer agrees to pay company all of the collections, including attorney fees and court cost.**

CASEY

TREE EXPERTS

DATE: _____

ESTIMATE #: _____



P.O. Box 1276 ~ Lilburn, GA 30048
Office: (770) 498-7000 ~ Fax: (770) 972-1951
WWW.CASEYTREE.COM



CUSTOMER INFO / BILL TO		FULLY INSURED VISA / MC / PAY PAL DISCOVER A 2% processing fee will be applied for credit card payments	SITE ADDRESS	
City of Villa Rica			Neighborhood	
Ethan Waits 404-947-0740			(331 Berkley dr.)	
			Villa Rica 30180	

NOTES:			
BID DATE. 07/19/23	REP: Joe Gresham	REF:	TERMS: COD UNLESS NOTED
DESCRIPTION			TOTAL
Take down and remove 82 street trees thru out the neighborhood located in the cities right away			\$39750.00
Grind up the stumps (leave stump mulch in a nice clean pile back in the hole)			\$3000.00
Remove mulch to bring back close to grade			\$3000.00

All work to be completed under ANSI A300 Standards for Tree Removal and Pruning. All work to be completed under ANSI Z133 Safety Requirements.	TOTAL \$

Approved by: _____ Date: _____

Attention: Liability Disclaimer and Terms: The professionals at Casey Tree Experts, Inc. have a reputation of performing the best quality tree care possible. However, due to the nature of certain tree work, circumstances beyond our control can arise where landscaping damage may be expected. **Casey Tree Experts cannot be held responsible for driveways, sidewalks, landscaping, any underground utilities, sprinklers, etc.** Large Equipment and/or trucks may be required to

access the trees and it is recommended that any of the above mentioned be marked/flagged before scheduling of work in order to help prevent any damage to said items. In order to help ensure the absolute best work, please feel free to discuss any items you feel may require special attention. **Any late payments will incur a \$50.00 late fee plus a one and one half percent (1-1/2%) fee will be charged on purchases over 30 days old. Customer agrees to pay company all of the collections, including attorney fees and court cost.**

West Georgia tree service

1470 Beulah church rd
Carrollton, Ga
30117
ctylerjns8@gmail.com

INVOICE
INV0038

DATE
Jul 24, 2023

DUE
On Receipt

BALANCE DUE
USD \$36,750.00

BILL TO

City of Villa Rica

hburch@villarica.gov

DESCRIPTION	RATE	QTY	AMOUNT
Tree work Take down 175 maple trees in two subdivisions for the city of Villa Rica. Haul away all tree debris (haul chips to Villa Rica yard and haul away the wood). Grind all stumps as good as possible including stumps that are not part of the 175 takedowns. We can e-verify all employees if needed. Have reference from Carroll county school board. (Call Neil if needed 770-519-4129 he is supervisor of maintenance).	\$210.00	175	\$36,750.00

Thanks,
Tyler Jones

This is not an invoice but an estimate

SUBTOTAL	\$36,750.00
TAX (0%)	\$0.00
TOTAL	\$36,750.00
BALANCE DUE	USD \$36,750.00



Hernandez Bros

Tree Service

INVOICE

Address: 224 Gardner rd
Temple, GA 30179

Date: 7-7-2023

Phone: (678)576-1756

Email: Hernandezbrostrees@gmail.com

Bill To:

City of Villa Rica

Job:

Tree work

Jobsite Address:

2 Subdivisions:

The Reserve Subdivision

Berkley Subdivision

Job Description:

The Reserve:

Cut down around 94 trees

Stump grind around 94 stumps

Haul everything away except mulch from stump grinding. We will just level the mulch

Around \$150 a tree and that's including stump grinding

Berkley Subdivision:

Cut down around 74 trees

Stump Grind around 76 stumps

Haul everything away except mulch from stump grinding. We will just level the mulch

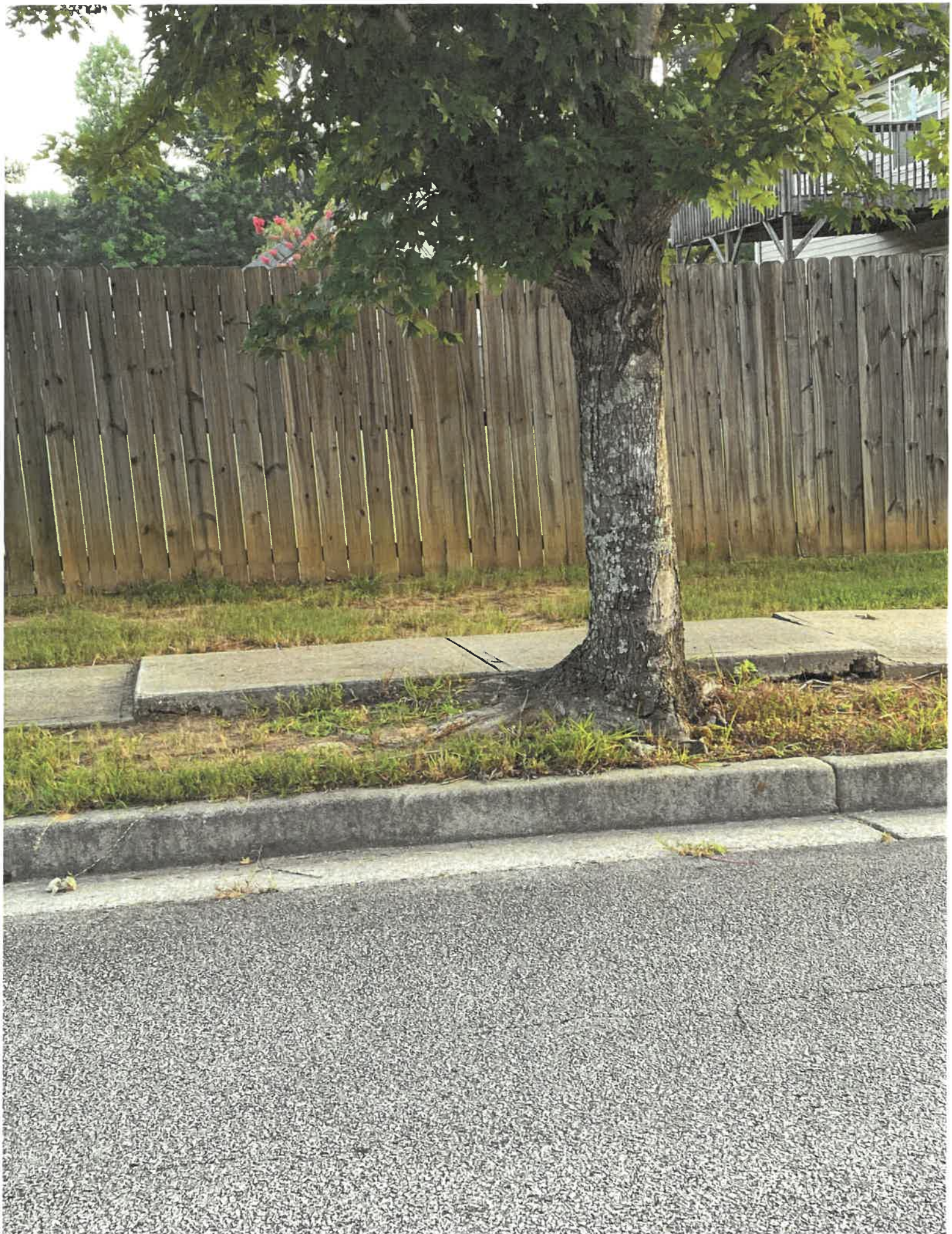
Around \$150 a tree and that's including stump grinding

Tree Service: \$16,800

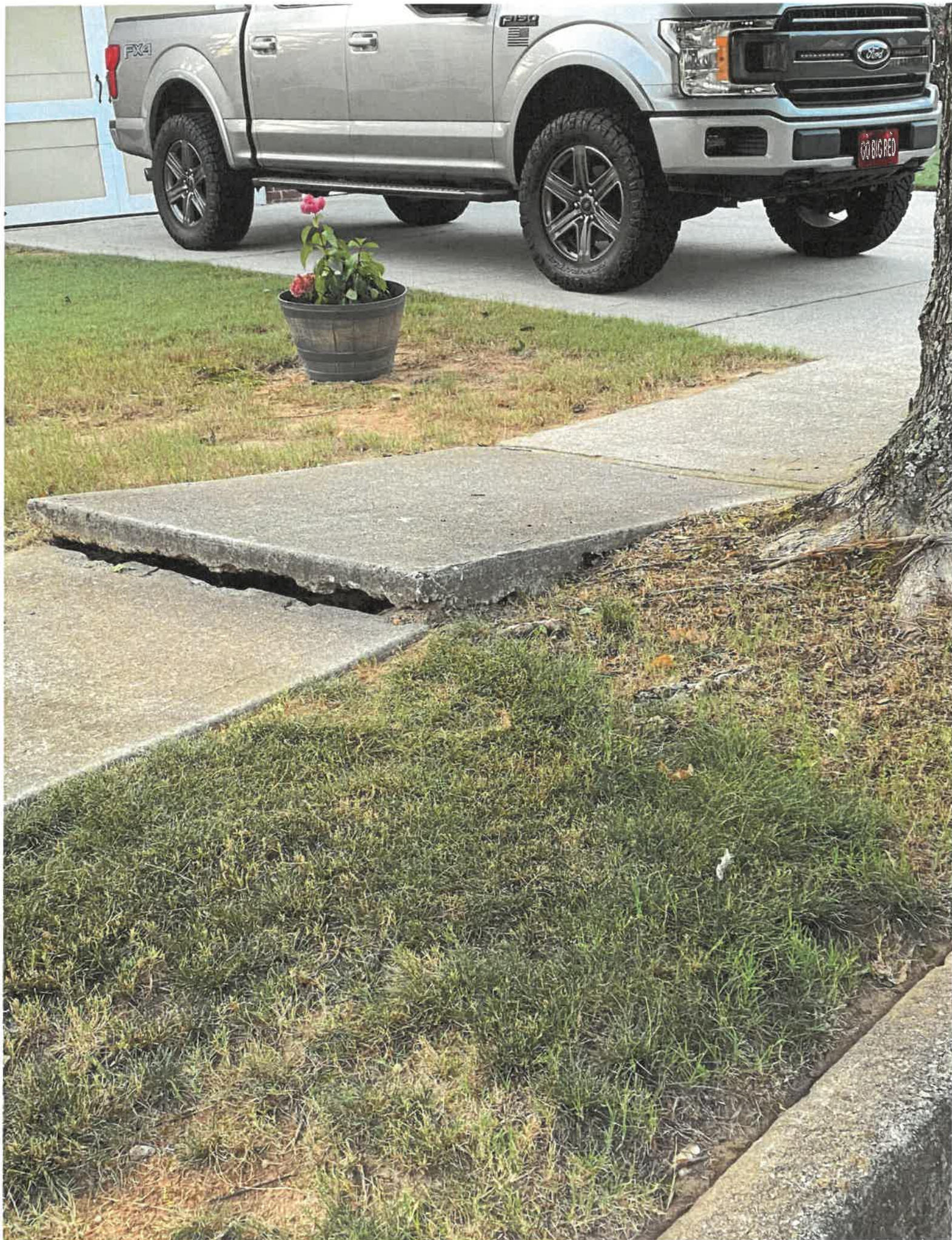
Stump Grinding: \$10,000

(For both Subdivisions)

Total: \$26,800









Hernandez Bros

Tree Service

INVOICE

**Address: 224 Gardner rd
Temple, GA 30179**

Date: 8-3-2023

Phone: (678)576-1756

Email: Hernandezbrostrees@gmail.com

Bill To:

City of Villa Rica

Job:

Tree work

Jobsite Address:

City of Villa Rica

Job Description:

Cut down around 68 trees

Stump grind around 68 stumps

Haul everything away except mulch from stump grinding. We will just level the mulch

Around \$300 a tree and that's including stump grinding

Tree Service: \$17,000

Stump Grinding: \$3,000

Total: \$20,000

West Georgia tree service

1470 Beulah church rd
Carrollton, Ga
30117
ctylerjns8@gmail.com

INVOICE
INV0039

DATE
Aug 4, 2023

DUE
On Receipt

BALANCE DUE
USD \$37,820.00

BILL TO

City of villa rica
ewaits@villarica.gov

DESCRIPTION	RATE	QTY	AMOUNT
Tree work on Conners rd Take down 62 white oak trees haul chips to dump site provided and haul logs away. Use city flagging crew when needed. Grind stumps	\$610.00	62	\$37,820.00
SUBTOTAL			\$37,820.00
TAX (0%)			\$0.00
TOTAL			\$37,820.00
BALANCE DUE			USD \$37,820.00

Not an invoice just estimate







Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: City-Wide Cleanup for 2023

AGENDA DATE: August 8, 2023

DATE PREPARED: July 28, 2023

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To set the dates for the 2023 city-wide cleanup.

BACKGROUND: Each year the City Council allows our residents to dispose of solid waste items that we normally don't pick up. We also select one day during the week to assist seniors with the transportation of appliances or furniture from the front of their house to the street. City employees are allowed to enter their yard, after the resident has signed a waiver form, but are not allowed to enter the house.

This year's event will be held over a two-week period to mirror our new pickup schedule.

STAFF RECOMMENDATION: Staff recommends we hold our 2023 cleanup event during the weeks of October 9 and October 16. We also recommend that we designate Wednesday, October 11 and Wednesday, October 18 as the days we will assist seniors with large item removal. Promotion of the event will utilize our website, Facebook, flyers, and a note on the utility bill.

IMPACT:

MOTION: I move to hold our annual cleanup event during the weeks of October 9 and October 16, with Wednesday of each week designated for special assistance to seniors with large items.

From: Jameson B. Green
Sent: Friday, July 21, 2023 1:29 PM
To: Tom Barber
Cc: Theresa Campbell; Hal Burch; Ethan Waits; Cindy Glommen
Subject: City Wide Clean up dates 2023
Attachments: Citywide Cleanup Flyer 2022.pdf; Tire pickup totals 2022.pdf; Tires 2022.jpeg

Tom,

Per our conversation in today's staff meeting I am emailing you as instructed about the City wide clean up dates... it was decided that the City wide clean up dates would be the week of October 9th and October 16th with Wednesday October the 11th and 18th as senior pickup date. I have also attached the flyer from last year to this email and the tire totals as well.

Thanks

Jameson B. Green
City of Villa Rica
Watershed Protection Manager
Stormwater Management
Office: 678-840-1214
jgreen@villarica.org



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: CONNERS ROAD PARK ENGINEERING BY FALCON DESIGN

AGENDA DATE: August 8, 2023

DATE PREPARED: July 27, 2023

PREPARED BY: Tom Barber

AMOUNT: \$99,050

GL ACCOUNT #: 321-611-541201

FUNDING SOURCE: Douglas SPLOST

BUDGETED ITEM? YES

PURPOSE: To approve agreement with Falcon Design to create engineering plans for the construction of a passive park on Connors Road.

BACKGROUND: Around 2016 Falcon Design developed a concept plan for a passive park on donated land on Connors Road near the City limits. Money was allocated in the 2016 Douglas SPLOST. Falcon updated the concept plan in 2023 and is ready to develop detailed construction plans.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: The City has a limited number of park facilities on the east side of town. The proposed improvements will include a dog park, a very strenuous walking trail, and a mountain bike course.

MOTION: I move to authorize the Mayor to execute an agreement with Falcon Design to develop construction plans for an amount not to exceed \$99,050.



July 21, 2023

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Conners Road Park, City of Villa Rica, GA

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Topographic Drone Survey (150 acres): \$11,250.00

- Work to include topographic drone survey using LIDAR Technology. Also includes 2-man crew survey of utilities, etc. along Conners Road and any sanitary sewer tie ins.

**Client should notify the consultant if there are rock croppings, debris fields, stockpiles, or above ground structures that would need to be surveyed by a field survey crew. LiDAR scans will be referenced to State Plane Coordinate System (Georgia West NAD83 2011 Adjustment) and NAVD88 using eGPS Network. Scan data will be collected from approximately 170 feet above ground level and classified to generate a bare earth model. Deliverables include CAD file with 2-foot contours and surface produced by Civil 3D 2018 (Pointcloud data in LAZ format available, if requested). FDC is not responsible for the information or lack of information (including, but not limited to infrastructure, easements, buffers, flood, wetlands, and etc. locations) shown in CAD files, final plats, as-builts, or other files/documents provided by client or obtained through government websites. Client shall review prior to purchase or construction and notify FDC of any discrepancies.*

2. Underground Utility Locate: \$2,000.00

- Underground utility performed by Utilisurvey, LLC.
- Survey crew will survey locate the painted underground utilities.

3. Wetland/Stream Delineation: \$3,800.00

- Delineation of Aquatic Resources. We would also identify streams and others waters that would be considered waters of the State where the GAEPD would regulate 25-foot stream buffers.
- Issue a detailed report.
- Work to be performed by Nelson Environmental.

4. Construction Drawings: \$65,000.00

Drawings per the concept plan developed by FDC showing trails, dog park, parking facilities, etc.

- General Site Plan
- General Grading and Drainage Plan
- Utility Plan
- Storm Drain Profiles
- Sanitary Sewer Profiles
- Erosion Control Plan
- Details for dog park, fitness area, etc.

5. Stormwater Management Report:**\$12,000.00**

- Work to include office time to prepare hydro report and runoff reduction design for proposed site development to be submitted and approved.

6. Landscape Plan:**\$5,000.00**

- Work to include landscape design to meet zoning standards.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)
- Wall Design
- Irrigation Design
- Lighting Design
- Environmental Permitting
- Architectural Building Design
- Septic Tank Design
- Pedestrian Bridge Design

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Placer.ai marketing development tool

AGENDA DATE: 08-08-2023

DATE PREPARED: 07-27-2023

PREPARED BY: Sarah Andrews, Deputy City Manager / Ken Denney, Public Information Officer

AMOUNT: \$12,000

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To engage Placer Labs Inc., d/b/a Placer.ai, to provide research data and other materials useful for marketing, retail data, and positive publicity for the City of Villa Rica.

BACKGROUND:

The city currently uses advertising in various media, as well as social media posts, to market events, tourism opportunities, etc., but with no insight on the target market. The city also allocates other resources and seeks retail development guided by limited metrics to plan and identify users.

However, sophisticated technology exists to better target our outreach efforts. Placer Labs, or Placer.ai, has developed an analytical platform that is used by over 500 cities, including Woodstock, Duluth, and Suwanee. The company uses cellphone location tracking to determine where the cellphone user has traveled to develop a picture of their consumer habits.

Privacy is not violated. The phone owner voluntarily activates location tracking when they use smartphone apps that depend on the user's location. Placer.ai has agreements with these app developers to use location data only. The City will not be able to identify individual smartphone users.

As demonstrated to us last year, this platform allows us to determine a specific area in the city, say the V-Plex, and reliably estimate the number of visitors we had on a specific date, say July 3. We can compare that data over a period of years. The data shows us how far the visitor traveled to the V-Plex, what Villa Rica businesses they visited, how long they stayed, etc.

The ability to measure attendance at our concerts and other events, and to quantify the impact of visitors on local businesses, will help us better use our limited advertising resources. Knowing the routes visitors take will help us understand our traffic patterns and guide commercial development. Accurately measuring park visitation rates will help us allocate resources. Our merchants can use these insights to better tailor their customer service. There are multiple uses for this product.

The services of Placer.ai has been approved for the current budget.

STAFF RECOMMENDATION: Approval.

MOTION: I move to move to engage Placer.ai to provide market analysis data to the City for an amount not to exceed \$12,000.



Civic Solutions

Best-in-class location analytics to help **civic leaders** drive success in their communities

How Placer.ai Works

01 Observe Human Movement

Foot traffic data from tens of millions of mobile devices forms an aggregated view of US commercial activity.

02 Analyze Every Location

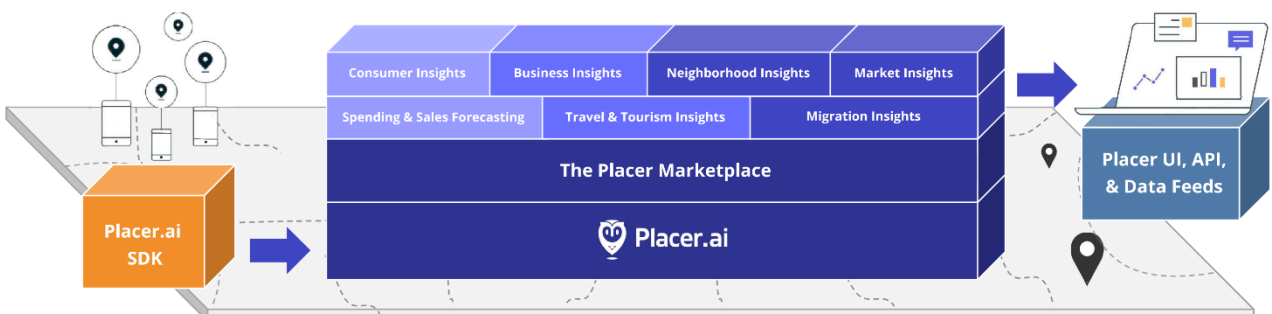
Machine learning accurately describes human movement throughout the U.S., from specific POIs to chains, markets, and regions.

03 Enhance with 360° Data

Visitation data is enhanced with Placer Marketplace 3rd party datasets that further describe businesses, consumers, and markets.

04 Generate Actionable Insights

Explore robust and statistically significant insights into how people and places interact – via an intuitive UI, data feeds, or the Placer API.



Villa Rica Fireworks

1605 Carrollton Villa Rica Hwy, Villa Rica, GA, United States



Jul 3 - Jul 3, 2018



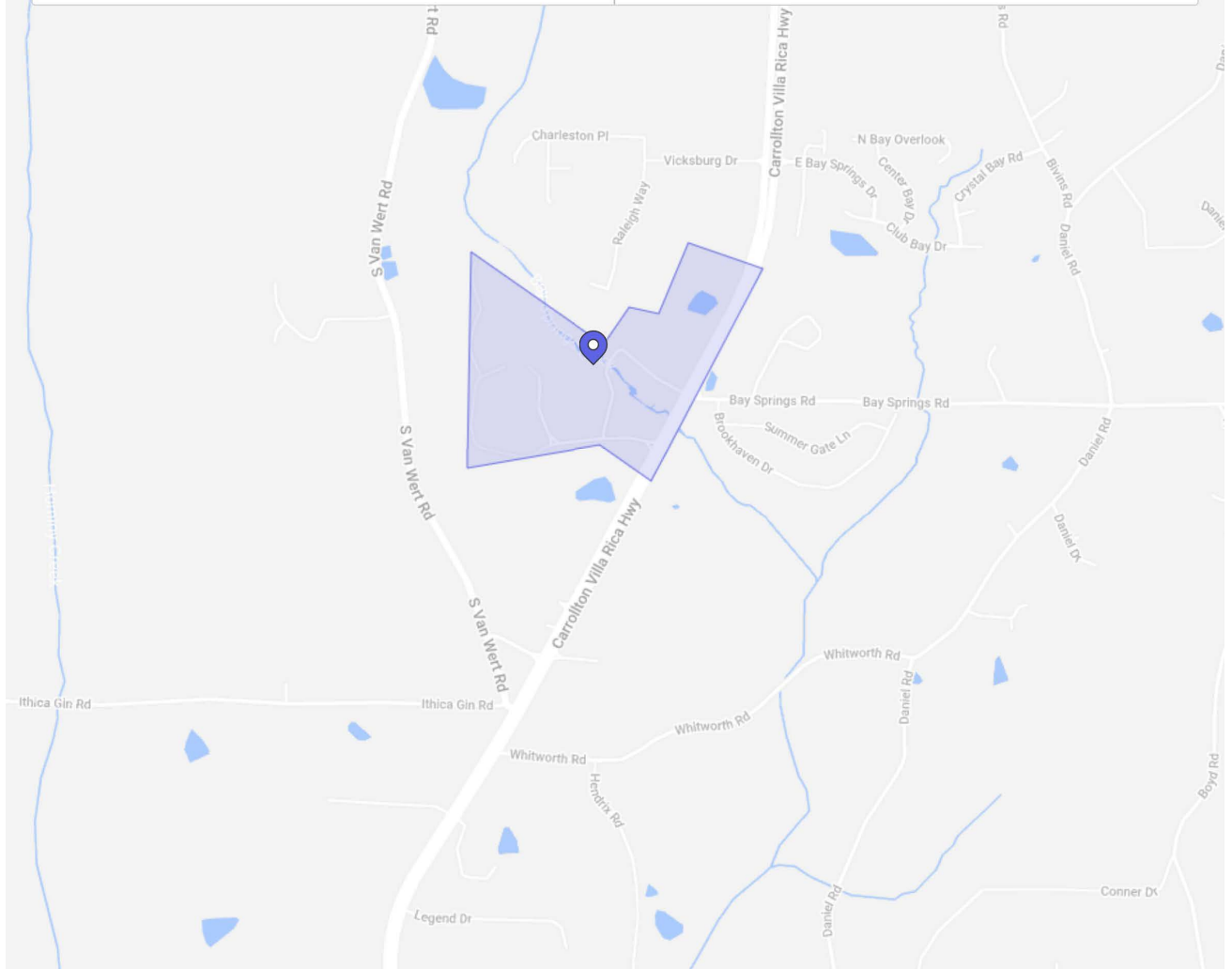
Jul 3 - Jul 3, 2019



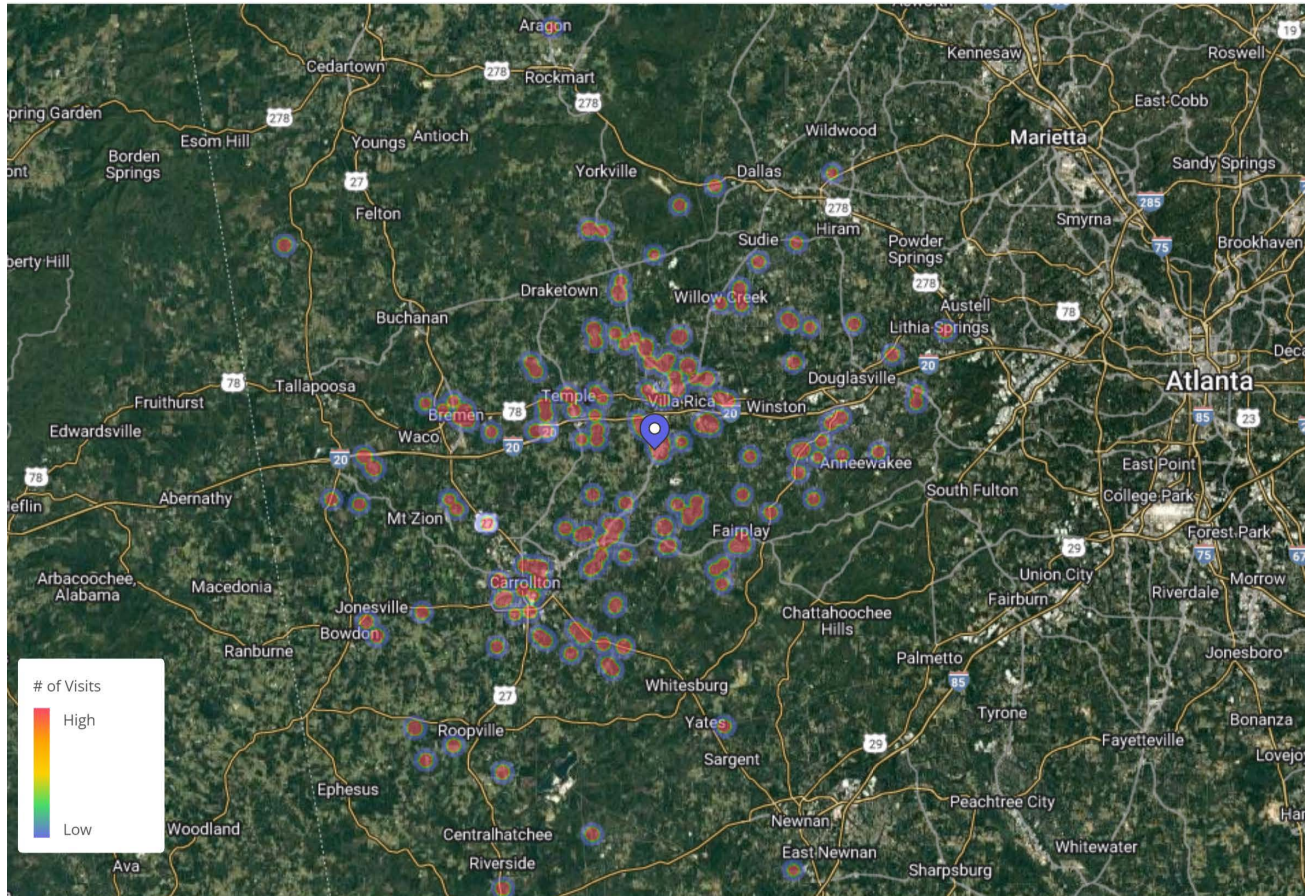
Jul 3 - Jul 3, 2021



Jul 3 - Jul 3, 2022



Market Landscape



The locations shown are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Villa Rica Fireworks | Jul 3rd, 2018 - Jul 3rd, 2018
Data provided by Placer Labs Inc. (www.placer.ai)



Metrics

Metric Name	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA
Visits	6.8K	5.2K	3.9K	4.4K
Visitors	6.7K	5.1K	3.9K	4.4K
Visit Frequency	1.01	1	1	1
Panel Visits	178	210	139	239

 Villa Rica Fireworks - Jul 3rd, 2018 - Jul 3rd, 2018
 Villa Rica Fireworks - Jul 3rd, 2019 - Jul 3rd, 2019
 Villa Rica Fireworks - Jul 3rd, 2021 - Jul 3rd, 2021
 Villa Rica Fireworks - Jul 3rd, 2022 - Jul 3rd, 2022
Data provided by Placer Labs Inc. (www.placer.ai)



Favorite Places

Villa Rica Fireworks / Carrollton Villa Rica Hwy, Villa Rica, GA

Rank	Name	Distance	Visitors
1	Villa Rica Commons / 600 Carrollton, Villa Rica, GA 30180	2.1 mi	537 (12.3%)
2	Walmart / 600 Carrollton Villa Rica Hwy, Villa Rica, GA 30180	2.2 mi	394 (9%)
3	Waffle House / 592 Hwy 61, Villa Rica, GA 30180	2.1 mi	196 (4.5%)
4	Douglasville Crossing / 7003 Concouse Pkwy, Douglasville, GA 30134	11.2 mi	122 (2.8%)
5	Waffle House / 821 South Park St, Carrollton, GA 30117	11.4 mi	110 (2.5%)
6	QuikTrip / 650 Hwy 61, Villa Rica, GA 30180	2 mi	102 (2.3%)
7	Kroger / 3251 Highway 5, Douglasville, GA 30135	10.5 mi	88 (2%)
8	Park Plaza / W Stewart Mill Rd, Douglasville, GA 30135	10.6 mi	88 (2%)
9	LongHorn Steakhouse / 1155 Bankhead Hwy, Carrollton, GA 30116	8.5 mi	83 (1.9%)
10	Carrollton Crossroads / 1301 S Park St, Carrollton, GA 30116	12 mi	76 (1.7%)

Category: All Categories | Min. Visits: 1

Villa Rica Fireworks - Jul 3rd, 2018 - Jul 3rd, 2018

Villa Rica Fireworks - Jul 3rd, 2019 - Jul 3rd, 2019

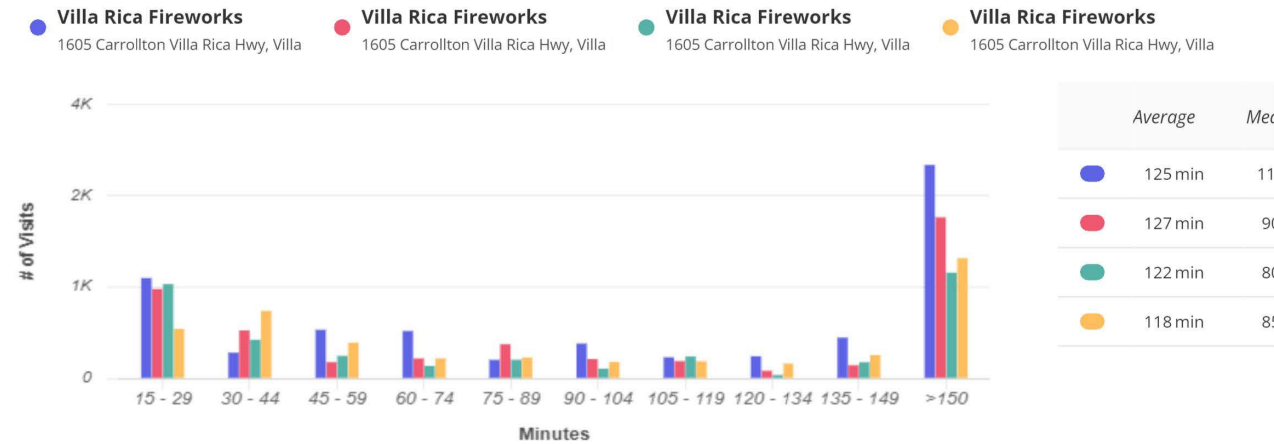
Villa Rica Fireworks - Jul 3rd, 2021 - Jul 3rd, 2021

Villa Rica Fireworks - Jul 3rd, 2022 - Jul 3rd, 2022

Data provided by Placer Labs Inc. (www.placer.ai)



Length of Stay



Visits

Villa Rica Fireworks - Jul 3rd, 2018 - Jul 3rd, 2018

Villa Rica Fireworks - Jul 3rd, 2019 - Jul 3rd, 2019

Villa Rica Fireworks - Jul 3rd, 2021 - Jul 3rd, 2021

Villa Rica Fireworks - Jul 3rd, 2022 - Jul 3rd, 2022

Data provided by Placer Labs Inc. (www.placer.ai)





PLACER LABS, INC.

ORDER FORM

City of Villa Rica
Address:

(“**Customer**”)
571 W Bankhead Hwy
Villa Rica, GA 30180

Placer Labs, Inc.
Address:

(“**Placer**”)
440 N Barranca Ave., #1277
Covina, California 91723

Contact Person:
Email:
Phone:
Billing Contact Email:

Sarah Andrews
sandrews@villarica.gov
678-840-1240
kdenney@villarica.gov

Contact Person
Billing Contact Person:
Billing Email*:
Billing Phone*:
Clayton Demanes
Melissa Anderson
billing@placer.ai
415-228-2444

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“Research Data” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the **“Initial Term”**). Each renewal or additional term, if any, is referred to as **“Additional Term,”** and the Initial Term and any Additional Terms are referred to collectively as the **“Term.”**

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$12,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

Placer may increase the fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Villa Rica
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name: Vernell Wisdom
Title: Head of Contract Management
Date:



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Design of South Street Improvements with Georgia & West, Inc.

AGENDA DATE: August 8, 2023

DATE PREPARED: July 27, 2023

PREPARED BY: Tom Barber

AMOUNT: \$22,600

GL ACCOUNT #: 321-4210-541410

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To approve an agreement with Georgia & West to design street improvements on South Street adjacent to the proposed Carroll County fire station.

BACKGROUND: The City has committed to improve South Street to support fire engine traffic from Highway 78 to the rear of the former Georgia State Patrol site. Georgia & West has been asked to propose on the needed design services.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Rebuilding the northern end of South Street and improving the turn radius at Highway 78 will prepare us for fire engine traffic caused by the proposed Carroll County fire station.

MOTION: I move to authorize the Mayor to execute an agreement with Georgia & West for an amount not to exceed \$22,600.

July 25, 2023

Tom Barber
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

RE: SOUTH STREET IMPROVEMENTS

Dear Sir:

Enclosed find the requested proposal for engineering and surveying services for the above-referenced project. I appreciate the opportunity to provide this quote.

Sincerely,



John D. Bass, P.E.
President

Enclosure

July 25, 2023

Tom Barber
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

RE: SOUTH STREET IMPROVEMENTS

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services for proposed improvements to South Street from U.S. Highway 78 to just south of the proposed Fire Station 9 site at the location of a future roadway (approximately 500 LF of roadway). The proposed improvements consist of minor roadway widening where necessary to achieve adequate road width, curb and gutter, sidewalk, turn radius widening at U.S. Highway 78, roadway apron for future connector road, grade adjustments to ensure roadway drains adequately, replaced and/or new storm drainage where necessary, and full replacement of roadway pavement within the project limits.

We understand that our fee is to include the stewarding of documents through the Georgia Department of Transportation (DOT) in an effort to assist the City in securing a permit.

We propose to provide the services in this contract per the fees shown on the "Proposal Acceptance Sheet".

Our firm will provide services in accordance with the following:

SURVEYING

Georgia and West, Inc. will utilize existing survey data within the project area from a recent topographic survey we performed and will provide additional field-run topographic survey where more is needed to design a successful project. Underground utilities identified on the ground by a Georgia Utilities Protection Center (811) locate will be included in the survey. Georgia and West, Inc. will not be liable for utilities shown or not shown. Further, Georgia and West, Inc. makes no guarantee that any or all underground utilities will be identified by the locate request nor the accuracy of the location. This service is being provided for the convenience of the client in an effort to assist with land planning efforts.

Topography and utility surveys are to be in accordance with Georgia Plat Laws and the "Terms and Conditions" of this contract.

DESIGN DEVELOPMENT

We will provide a preliminary design of the proposed road improvements. This plan will reflect layout considerations, proposed road profile, and proposed grading. The plan will also include preliminary analysis of the existing storm sewer pipes and layout of any new storm drainage necessary. Upon completion of the preliminary design, we will meet with you for a thorough discussion of the design. We will make requested changes based on the discussion. After these changes have been made and mutually agreed upon, it will become the basis for the detailed design. Any changes after approval of the preliminary submittal will be charged at hourly rates attached to this proposal.

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the Design Development Plan. The document package will include the following:

- A. Roadway Construction Plan;
- B. Roadway Centerline Profile;
- C. Grading Plan;
- D. Storm Drainage Plan & Profile (for any proposed storm drainage);
- E. Utility Adjustment/Relocation Plan (major utility relocation **EXCLUDED**);
- F. Georgia DOT Highway Entrance Plan;
- G. Erosion Control Plan and Details;
- H. Construction Details;

*Construction Documents **EXCLUDES** traffic control and/or detour plans.

NPDES PERMITTING

It is understood that this project is planned to disturb less than one (1) acre. Therefore, NPDES permitting is **EXCLUDED**.

BID ADMINISTRATION

We will provide bid administration services to assist the City in bidding the project. The following scope of services are included.

- A. Prepare Bid Documents;
- B. Prepare Bid Advertisement for City to post;
- C. Attend Pre-bid Meeting;
- D. Respond to Bidder Questions and issue addenda as necessary;
- E. Attend Bid Opening;
- F. Review Bids and provide City with Letter of Recommendation for Award;
- G. Prepare Notice of Award;
- H. Prepare Notice to Proceed.

CONSTRUCTION ADMINISTRATION – CIVIL

We will provide Construction Administration services to assist the City during construction of the project. The following scope of services are included:

- A. Attend Pre-Construction Meeting;
- B. Submittal Review;
- C. Resolution of Discrepancies;
- D. Interpretations and Information Transmissions;
- E. 4 Site visits during construction;
- F. Final Inspection with punch list and follow up inspection to verify punch list items are satisfactorily completed.

REIMBURSABLES

The direct cost of reproductions will be billed in addition to the fees quoted and includes an administrative fee. A budget of 5% of fees is suggested.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided upon request on an hourly basis as shown on the "Proposal Acceptance Sheet":

- 1. Subsurface Investigation/Geotechnical Engineering;
- 2. Utility extension designs or local jurisdiction infrastructure upgrades;
- 3. Communication, Power, Lighting, or Gas line design;
- 4. Landscape design; Tree Protection design and inventory;
- 5. Retaining wall design;
- 6. Research to determine the exact location of existing utilities;
- 7. Revisions to the contract documents after approval by permitting authorities;
- 8. Revisions to the plans during construction due to unforeseen conditions;
- 9. As-built drawings and certifications;
- 10. Construction supervision/management;
- 11. Construction staking;
- 12. Variance consultation, including stream buffers;
- 13. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
- 14. Environmental assessment;
- 15. Traffic impact or signal warrant studies;
- 16. Traffic Control or Detour Plans;
- 17. Stormwater Monitoring and Erosion Control Inspections during construction as may be required by the Georgia NPDES General Permit;
- 18. Preliminary and/or Final Platting with Local Jurisdiction;
- 19. Recording of deeds and/or plats with local Clerk of Court;
- 20. NPDES Permitting;
- 21. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
- 22. Meetings.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$100,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

Limitations on liability and indemnifications in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Georgia and West, Inc. as a third-party defendant. Parties mean Client and Georgia and West, Inc. and their offices, employees, agents, affiliates, and subcontractors.

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should disputes arise between the Parties and should either party resort to dispute resolution procedures, including but not limited to litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant fees, expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as Georgia and West, Inc. is concerned, the value of time spent shall be based upon Georgia and West, Inc. prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc., and agrees to defend, indemnify, and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense, arising from damage done to subterranean structures and utilities, and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc.'s prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any

monitoring of the contractors procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Client agrees to hold Georgia and West, Inc. harmless for the identification of hazardous materials on or near the project site. Further, client holds Georgia and West, Inc. harmless for any means and costs to remediate, quarantine, or any other operation required to manage any hazardous materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety. Client agrees to compensate Georgia and West, Inc. for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Georgia and West, Inc. harmless for any and all consequences of disclosures made by Georgia and West, Inc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Georgia and West, Inc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Georgia and West, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Georgia and West, Inc.'s discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

B. Endangered Species

It is the Property Owner's/Client's responsibility to determine the presence of any endangered species on or near the project site. Further, the Property Owner/Client shall be responsible for notifying U.S. Fish and Wildlife Service of the proposed activity and to procure any necessary permits for the proposed activity.

C. State Waters and Waters of the United States (Streams/Wetlands)

It is the Property Owner's/Client's responsibility to determine the presence of any state waters and/or waters of the United States and have those features delineated on the project site prior to the commencement of work by Georgia and West, Inc. and/or any subcontractors, unless said delineation is included in the Proposal. Further, the Property Owner/Client shall be responsible for notifying all appropriate government entities of the proposed activity and shall comply with all local, state, and federal permitting, including but not limited to stream buffer variances and clean water act permitting.

9. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the

work for more than three (3) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

10. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by Georgia and West, Inc. as instruments of service pursuant to this Agreement shall be the sole property of Georgia and West, Inc. Client agrees that all documents of any nature furnished by Georgia and West, Inc. to Client or Client's agents, contractors or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Georgia and West, Inc. written permission. At the request and expense of Client, Georgia and West, Inc. will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

11. EXCHANGE OF ELECTRONIC MEDIA

Georgia and West, Inc. agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents. Electronic documents are furnished for the convenience of the Client and Contractor. Written dimensions take precedence over scale.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Georgia and West, Inc.'s office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, Georgia and West, Inc. and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims or disputes which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnification obligations will survive termination of this Agreement for any cause.

13. SURVEY NOTES

- A. No title or abstract research was performed by the undersigned for this survey.
- B. **WARNING:** This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.
- C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.
- D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.
- E. Only acts of possession, if any, which are visible from casual inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoining to the lands shown and described hereon.
- F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

Utility locations will be limited to those items apparent from a visual inspection and the utilities located by Utilities Protection Center (811) locators. Additional utility locations will require a private utility locator and their fee will be paid by the Client.

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of Georgia and West, Inc. within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that Georgia and West, Inc. has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Georgia and West, Inc. invoice and agrees to waive any claim against Georgia and West, Inc. and to indemnify, defend and hold Georgia and West, Inc. harmless from and against any claims arising from Georgia and West, Inc.'s suspension or termination due to Client's failure to provide timely payment.

Liens:

Notice is given that Georgia statute requires the filing of liens within ninety (90) days of last performing work on a project. Therefore, lien action will be initiated seventy-five (75) days after the last day work is performed when balances are outstanding. A voluntary extension of lien rights can be accomplished by a letter from the owner of the property.

PROPOSAL ACCEPTANCE SHEET 1 OF 2

DATE: July 25, 2023

PROJECT NAME: South Street Improvements

SERVICE		FEE
FIELD-RUN TOPOGRAPHIC SURVEY (WHERE ADDITIONAL SURVEY IS NEEDED BEYOND PREVIOUS SURVEY COMPLETED)	\$	2,100.00
DESIGN DEVELOPMENT	\$	3,000.00
CONSTRUCTION DOCUMENTS	\$	8,000.00
BID ADMINISTRATION	\$	4,500.00
CONSTRUCTION ADMINISTRATION	\$	5,000.00
TOTAL	\$	22,600.00
ADDITIONAL ITEMS THAT MAY BE REQUIRED:		
BOUNDARY SURVEY TO ESTABLISH PROPERTY LINES ALONG WEST SIDE OF SOUTH STREET (WILL BE REQUIRED IF EASEMENT AND/OR RIGHT OF WAY ACQUISITION IS DESIRED OR NECESSARY)	\$	1,100.00
EASEMENT/RIGHT OF WAY ACQUISITION SURVEY PLAT (INCLUDES LEGAL DESCRIPTION FOR RIGHT OF WAY ONLY)	\$	950.00/PARCEL

Meetings have been excluded from the cost listed above and will be billed additionally at the hourly rates listed below.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis as follows:

HOURLY RATES:

PRINCIPAL	\$225.00/Hr.
SENIOR SURVEYING MANAGER.....	\$140.00/Hr.
SENIOR ENGINEER.....	\$140.00/Hr.
FIELD CREW.....	\$140.00/Hr.
CIVIL TECHNICIAN	\$110.00/Hr.
CLERICAL	\$50.00/Hr.
Mileage	\$0.58/Mi.
Archive Search Fee	\$200.00
Electronic File – One Time License	\$200-500
Direct Costs – Administrative Fee.....	15%

Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered into a binding agreement (the "Contract") pursuant to the terms set forth on "Terms and Conditions" sheets hereof.

Communications by phone, letter, fax, e-mail, meetings or face to face to proceed with the work shall be deemed to be a verbal authorization to proceed with the work in accordance with the fees, scope, terms and conditions of this Proposal.

If you do not provide a verbal or signed and dated authorization, this Proposal shall become void Ninety (90) days from the date above.

[SIGNATURES ON FOLLOWING PAGE]

PROPOSAL ACCEPTANCE SHEET 2 OF 2

Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call.

Sincerely,
Georgia and West, Inc.



John D. Bass, P.E.
President

Accepted By: _____
Print or type individual, firm or corporate body name

Signature of Authorized Representative Title

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development of Carroll County Incentives Policy

AGENDA DATE: August 8, 2023

DATE PREPARED: July 27, 2023

PREPARED BY: Tom Barber

AMOUNT: \$3,900.00

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve our participation and contribution to the development of a county-wide incentive policy to facilitate economic development in Carroll County.

BACKGROUND: The Development Authority of Carroll County (DACC) has asked us to participate in the creation of a standardized incentives policy to be used by the region's partner organizations. This partnership would potentially include the Carrollton Payroll Development Authority, the Villa Rica Development Authority, and a new Joint Development Authority and would also include the Haralson County Development Authority and the Development Authority of Heard County.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Creation of a regional incentive's policy would strengthen our position when negotiating with developers of potential industrial projects.

MOTION: I move to authorize the Mayor, City Clerk, and City Attorney to execute any and all documents required for the City to participate in the development of a regional incentives policy for an amount not to exceed \$3,900.



Proposed Scope of Services
Development Authority of Carroll County (DACC)
Incentive Policy Development
7.7.23

Overview

The Development Authority of Carroll County (DACC) is seeking development of a standardized incentives policy to utilize when working with potential new location and expansion projects in the county, which would also apply to its two other active development authorities, the Carrollton Payroll Development Authority, and the Villa Rica Development Authority. The DACC is also in the process of forming a new Joint Development Authority (JDA) to be called the 20-27 Corridor JDA that would include the DACC, the Haralson County Development Authority and the Development Authority of Heard County. This policy would also be applicable to that newly formed entity. All of the entities outlined above will be referred to as “the Partner Organizations.”

Boyette Strategic Advisors (Boyette), founded 18 years ago to address all aspects of economic development, has offices in Atlanta and Little Rock. While Boyette is considered a small firm, we operate as a much larger business with errors and omissions and professional liability insurance, as well as a portfolio of clients that have stretched our knowledge and ultimately our work product to produce thought-leading, mold-breaking strategies for states, regions, and local economic development organizations.

The Boyette team will utilize a distinctive integrated approach that encompasses our knowledge of incentives and related policies to review the types of incentives offered in the past to projects in Carroll County, Haralson County and Heard County, facilitate targeted interviews and group discussions to further understand the incentives environment in the counties, conduct research to understand the type of local incentives offered by potential competing jurisdictions, and make recommendations on an incentives policy for the DACC and the Partner Organizations.

Proposed Process

In order to ensure buy-in from stakeholders that play a role in the incentives process and approvals in Carroll County, the City of Carrollton, the City of Villa Rica, Haralson County, and Heard County, Boyette recommends that stakeholders be engaged early in the process. The proposed process to develop an Incentives Policy for the DACC and the Partner Organizations would be as follows:

Incentive Policy Development	
PLANNING, RESEARCH AND PROJECT LAUNCH	- Pre-Launch Planning Zoom with Core Project Team (should include 1 – 2 members from each Partner Organization) - Overview of project and process - Request information – current incentive policies and practices, including incentives offered to projects in the past three to five years - Determination of up to three competitive markets for incentives benchmarking - Planning for stakeholder engagement - Conduct Benchmark Research - Research incentives policies and practices of three identified competitive markets - Research other best practices - Develop Benchmark Research Report - Project Launch Meeting (In-Person) - Present Benchmark Research - Collaborative discussion with Core Project Team
STAKEHOLDER ENGAGEMENT	- Prepare for and conduct groups discussions - Development Authority Board Members - Elected Leadership - Other TBD - Develop Stakeholder Engagement Summary - Midpoint Update Zoom with Core Project Team
PROJECT DELIVERY	- Based on findings, develop Incentives Policy - Draft deliverable Zoom Meeting with Core Project Team - Deliverables will include: - Benchmark Research Report - Stakeholder Engagement Summary - Incentive Policy - In-person presentation to stakeholders who participated in process

Proposed Timing

Based on the process outlined in this proposed Scope of Services, Boyette anticipates that this project will require up to 90 days to complete. The following timeline provides an overview of the estimated three-month process that would be utilized for completion of this project for the DACC and the Partner Organizations.

Activity	September	October	November
Planning, Research and Project Launch			
Stakeholder Engagement			
Project Delivery			

Proposed Fee

The fee for this project will be based on the estimated time and expense of the individuals performing the work, plus expenses capped at 15 percent of the total fee.

Based on the project launch meeting, stakeholder engagement and project delivery being conducted in person (two in-person visits), the fee will be \$37,000 plus expenses based on the current scope.

Our Team and Experience

The **Boyette senior team**, who each have a proven track record of generating measurable results for clients, have diverse backgrounds working for economic development organizations (EDOs) and Big Four accounting firms. Our unique experience includes working with companies seeking and evaluating new locations throughout the country, as well as assisting EDOs, with incentives policy development, strategic planning, location advisory and other services.

From the corporate side, with a vast knowledge of key project drivers from various industry sectors, the Boyette team understands what companies are seeking from an incentives and workforce perspective, as well as from the overall location analysis process.

Boyette has completed or is in the process of completing incentive policies and competitive analysis related to incentives and other factors for a number of EDOs including those shown below. Note that all involved incentive policy development other than Memphis and Nashville, which were competitive assessments focused on incentives and other factors.



Boyette cannot provide a copy of the incentive policies for these clients as they are not found in the public domain. However, references can be provided on request.

Boyette has also provided recommendations on incentives as part of strategic plan development for other EDOs and negotiated incentives or provided other location analysis services for corporate clients. Below are some of those clients.



FAYETTEVILLE FIRST



Bios of the key Boyette team members that will be involved in this project are below.

Del Boyette President & CEO



Del's thoughts, passion, sincerity, and client relationships are hallmarks of his way of life. Whether representing a corporate client, an economic development organization, or a public/private partnership, his boldness, commitment, opinions, and team approach have made Boyette Strategic Advisors one of the nation's foremost economic development consulting firms.

His career includes working and leading state economic development agencies and consulting services at **KPMG and Deloitte**, where he started and led the **Comprehensive Incentives Management Services** practice before launching Boyette in 2005. Prior to the consulting business, Del was Executive Director of the **Arkansas Economic Development Commission** and Deputy Commissioner for Economic Development of the **Georgia Department of Industry, Trade and Tourism**.

With deep relationships ranging from **CoreNet Global** members to leading economic development practitioners, Del's hands-on involvement with all clients produces tailored creative approaches that generate desired outcomes. He has experience working in a broad range of industry sectors, including automotive, bio-medical, consumer products, education, healthcare, insurance, manufacturing, retail, software development, technology, and telecommunications, and has been instrumental in **recommending policy changes** at the state and local level to attract and retain such sectors.

Del serves on the Arkansas Arts Center Board of Trustees, where he chaired Tabriz 2015; the Central Arkansas Library System Foundation Board; and is a member of the University of Arkansas Walton College of Business Executive Forum. He was an inaugural board member of CoreNet Global and is affiliated with the CoreNet Global New England Chapter.

Tracy King Sharp
Chief Operating Officer



Based in Atlanta, Tracy was a Senior Manager at **Deloitte** and also worked at **KPMG**, where she managed location analysis and incentives negotiation projects for a variety of industry sectors, as well as worked with economic development organizations on strategic planning. She joined Boyette in 2005.

Her encompassing experience in economic development strategic planning, policy development, and **location analysis**, position her as a leading, national economic development consultant. Being the project lead on more than 100 economic development strategies, **competitive assessments** and targeted sector studies, as well as development of **incentive policies**, Tracy diligently works to expose and create competitive advantages for Boyette clients. Her legal background, responsiveness and focus result in on-time and detailed product delivery to every client, every time.

On the corporate side, Tracy has managed location analysis and incentives negotiation projects for a variety of industry sectors, including aerospace, automotive, consumer products, corporate headquarters, digital media, healthcare, technology, and telecommunications. Tracy also managed projects for **DaimlerChrysler** and **Hyundai** that resulted in two of the largest incentives packages ever awarded in the Southeast. At Boyette, she continues her work with corporate clients, providing strategic services to many name brand corporations.

Tracy has authored several articles on economic development, incentives and site location in regional and national publications and continues to be a sought-after speaker at economic development events. She recently became a District Captain volunteer for the **ASPCA**, where she advocates for animal welfare by assisting with the passage of legislation at the state and local level. She is a graduate of the University of North Carolina at Chapel Hill School of Journalism and received her **law degree** from Georgia State University.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Disclosure Notification by Stephens for Urban Redevelopment Agency Bonds

AGENDA DATE: August 8, 2023

DATE PREPARED: July 27, 2023

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To acknowledge receipt of a required disclosure notification from Stephens in preparation for the issuance of bonds for the Eastside Tax Allocation District (TAD).

BACKGROUND: The City is preparing to issue more than \$20 million in bonds to construct two new roads in the Eastside TAD. Stephens, the underwriter of the bonds, is required to give us the attached notification as part of the process in their role as a municipal advisor.

STAFF RECOMMENDATION: Staff recommends we officially receive the disclosures.

IMPACT: Acknowledgement of the notification by the City will allow us to move forward with the issuance of the bonds.

MOTION: I move to authorize the City Manager to acknowledge receipt of the attached disclosures notification from Stephens as our municipal advisor for the 2023 Urban Redevelopment Agency bonds.

March 31, 2023

Mr. Tom Barber
City Manager
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

Stephens

Jackson T. Stephens, 1923-2005
Chairman Emeritus in Perpetuity

Re: Disclosures by Underwriter Pursuant to the Municipal
Advisor Rule and MSRB Rule G-17 and Rule G-23

City of Villa Rica Urban Redevelopment Agency (Eastside TAD Project)
Revenue Bonds, Series 2023

Dear Mr. Barber:

I am writing you, as the City Manager of the City of Villa Rica, Georgia (the “Issuer”), to provide the Issuer with certain disclosures relating to the upcoming issuance of the City of Villa Rica Urban Redevelopment Agency (Eastside TAD Project) Revenue Bonds, Series, 2023 (“the Bonds”). The Bonds are expected to be issued in the principal amount of approximately \$21,200,000 for the purpose of providing funds to be applied to: (i) the funding of various City Eastside TAD projects (the “Project”); (ii) the payment of the costs of issuing the Series 2023 Bonds and (iii) capitalized interest. The final amount of the Bonds will be determined by any change in the timing, costs and scope of the Project and market conditions at the time of sale. These disclosures are required by the Municipal Advisor Rule adopted by the Securities and Exchange Commission (SEC) (codified at 17 CFR 240.15Ba1-1 through 240.15Ba1-8) (the “MA Rule”) and the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 as set forth in MSRB Notice 201225 (May 7, 2012).¹ We are also writing to confirm the Issuer’s intent to regard Stephens Inc. (“Stephens”) as an underwriter or placement agent (if the Bonds are privately placed), and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

We understand that the Issuer is aware of the MA Rule and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. If the Issuer decides to proceed with a potential issuance, you agree to cooperate with our firm to expand this engagement and prepare the documents necessary to market, underwrite or place the Bonds.

The Issuer presently intends to engage Stephens as the underwriter or placement agent for the contemplated Bonds, subject to formal approval on behalf of the Issuer by the appropriate boards and authorities, finalizing the structure of the Bonds and the execution of a mutually agreed upon

¹ Please see MSRB Notice 2012-25 (May 7, 2012), Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

bond purchase agreement or placement agent agreement. As part of our services as the underwriter or placement agent, Stephens may provide advice concerning the structure, timing, terms, and other similar matters concerning the offering or the Bonds. While the Issuer presently engages Stephens as the underwriter or placement agent for the Bonds, this engagement letter is preliminary in nature. It is also nonbinding and may be terminated by the Issuer or Stephens upon written notice.

As the Issuer of the Bonds, you will be a party to the bond purchase agreement, placement agent agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks described in this letter will be borne by the obligor, as set forth in those legal documents.

I. Disclosures Concerning the Underwriter's Role:

Please be notified that the MSRB requires us to provide the following disclosures:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.²
- (v) The underwriter will review the official statement, if applicable, for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

Stephens and its affiliates engage in a broad range of securities transactions and activities, financial services and other relationships from time to time that involve interests that differ from those of the Issuer. In the ordinary course of business, Stephens or its affiliates (i) may at any time hold long or short positions, and, through employees who do not have access to non-public information

² The duty of the underwriter to purchase bonds at a fair and reasonable price applies if and when the underwriter enters into a bond purchase agreement under which the underwriter agrees to purchase the bonds.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

relating to the offering, may trade or otherwise effect transactions, for its own account or the accounts of customers, in securities of the Issuer or other prospective participants in this project and (ii) may at any time be pursuing, or providing or arranging financing or other financial or transactional services to such prospective participants or to other issuers or market participants. Stephens acts, and may act, as an underwriter, placement agent, financial or municipal adviser, investment banker, broker, dealer, investor, lender or in other capacities for other persons who wish to pursue financing transactions or engage in other transactions, and Stephens contacts, and may contact, the same potential investors or transaction counterparties on behalf of multiple persons. Stephens shall have no obligation to disclose to the Issuer any of such interests, transactions, activities or financial services.

II. Disclosures Concerning an Underwriter or Placement Agent's Compensation:

Stephens will be compensated by an underwriting fee/discount or a placement agent fee that will be set forth in a bond purchase agreement or placement agent agreement, which will be negotiated and entered into in connection with this offering. The amount of the discount or fee is typically negotiated between the issuer and the underwriter or placement agent before bonds are actively marketed to prospective investors. Payment or receipt of the underwriting fee or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the bonds sold. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to an issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Underwriters or placement agents typically pay a percentage of the underwriting spread or placement agent fee to sales personnel participating in selling the bonds to investors or placing the Bonds privately. As a result, sales personnel may experience greater motivation to sell bonds that carry a larger underwriting spread or placement agent fee and correspondingly higher payments to such sales personnel in connection with their sales of the bonds to investors and may experience relatively less motivation to sell bonds that carry a smaller underwriting spread or fee and correspondingly lower payments to sales personnel in connection with their sales of the bonds. These factors could affect the motivation of sales personnel to devote their time and efforts to making sales in this proposed offering.

III. Disclosures Concerning Fixed Rate Municipal Securities Financing:

Since Stephens expects to recommend to the Issuer a fixed rate financing structure for this transaction, attached is a description of the material financial characteristics of a fixed rate bond financing structure, as well as a description of material financial risks of the financing that are known or reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if Stephens recommends to the Issuer other potential financing alternatives, we would expect to supplement this letter to provide disclosure of the material financial characteristics of the alternative financing structure

recommended, as well as a description of material financial risks of the financing that are known or reasonably foreseeable at that time.

IV. Additional Conflicts Disclosures:

Stephens has not identified any additional potential or actual material conflicts that require disclosure.

If you or any other Issuer officials have questions or concerns about the terms of this letter, or these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with the Issuer's own legal, financial and/or municipal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority, subject to official approval by the appropriate Board or Committee, to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required under MSRB Rules to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at our address set forth herein. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to provide additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with this offering.

Sincerely,



William A. Johnston
Senior Vice President

Acknowledgement:

City of Villa Rica

By: _____
Tom Barber, City Manager

Fixed Rate Bonds⁴

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts that are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts that are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption which allows you, at your option, to redeem some or all of the bonds on a date prior to the scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often between five to ten years from the date of issuance and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described on the following page.

⁴ Although Fixed Rate Bonds generally are not “complex municipal securities financings” for purposes of MSRB Rule G-17, the underwriter nevertheless may wish to provide disclosures regarding Fixed Rate Bonds in certain circumstances, depending on the level of sophistication and experience of the issuer and its personnel. Under MSRB Rule G-17, the underwriter must provide an issuer with disclosures about complex municipal securities financings that they recommend for a negotiated offering.

General Obligation Bonds

“General obligation bonds” are debt securities to which an issuer’s full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest and/or principal, the holders of general obligation bonds may have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of an issuer’s full faith and credit and an issuer is obligated to pay principal and interest on revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious and depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If you agree in the bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt. If you do not comply with these covenants, they can result in a default under the bond documents. If the bonds are revenue bonds, you may be required to take

steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rates. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates which could be applied to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds prior to maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be called) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest bond proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

CITY COUNCIL:
GIL MCDOUGAL, MAYOR
LESLIE MCPHERSON, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
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



CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, April 11, 2023, | 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 Leslie McPherson, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Anna McCoy, and Councilman Danny Carter.

Invocation: Chris Tanton, Chaplain Villa Rica Police Department

Pledge of Allegiance: Sergeant Tim McKinnon

Adoption of the Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the Agenda.

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

- Doug Lang – concerned with commercial traffic on roads that are supposed to be closed to trucks over six wheels.
- Dave Hladik – Would like follow up on past comprehensive plans and implementation.
- Michael Young – Concerned with Council Members who wanted to roll back the Millage Rate wanting to spend unbudgeted funds.
- Angelia O’Neal – Requesting a partnership with the City and her nonprofit, MENS Wear.
- Ronda McCullors – Concerned about adding other concerts or events when volunteers are in short supply. Requesting more volunteer recruitment for City events. Thanked Police and Public Works for their work during events.

Council Updates (Subjects of General Interest and Concern)

- Councilwoman Leslie McPherson Spoke about keeping up with Legislative updates. Thanked Distribution and Public Works for working the accident on Punkintown which damaged a fire hydrant.

Consent Agenda (Mayor Gil McDougal)

1. Business Associate Agreement - Strongside Solutions, LLC
2. Approval of Intergovernmental Agreement with Douglas County for Local Option Sales Tax (LOST)
3. Approval of Intergovernmental Agreement with Douglas County for Service Delivery
4. Reappointment of Cheryl Bell to Library Advisory Board
5. Alcohol Agreement with Uncorked On Main for 2023 Concert Series at MILL Amphitheater
6. Special Event Request for Prospector's Park
7. Replacement of Microsoft Surfaces with Apple iPads
8. July 3rd Fireworks Display Contractor Recommendation
9. July 3rd Band
10. 2023 Healthy Cities Campaign and NFC Grant Assistance Program
11. Watchguard Body Cameras
12. Auction of non-running / retired Police Department vehicles on Gov Deals.com
13. Pit Car Kits For Training
14. Sunset Tank Demolition
15. West Plant Pump Station Screen Addition
16. Approve the property & liability insurance renewal with Georgia Interlocal Risk Management Agency (GIRMA)
17. Approve the excess cyber liability insurance renewal
18. Denial of Easement Requests from Georgia Power
19. Agreement with Norfolk Southern for Engineering Services for the Highway 78 Downtown Pedestrian Crossing.
20. Authorize Staff Request for Traffic Signal/Flashers from GDOT

Councilman Danny Carter moved to adopt the Consent Agenda.

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

A. Governing Body (Mayor Gil McDougal)

1. Approval of March 14, 2023, Minutes

Councilwoman Leslie McPherson moved to approve the Minutes from the January 10, 2023, City Council Meeting.

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

2. Setting Date for Accepting Applications for Package Stores – Tabled until May meeting

3. First Reading of Home Rule Ordinance Providing for Board and Commission Terms – Second Reading scheduled for May Meeting

4. Consideration of Appearance Agreement with Matt Stone for Concert

Councilwoman McPherson moved to approve the Agreement with Matt Stone as attached hereto and to further authorize staff to organize the event based on the Agreement. I further move to budget the funds necessary to cover all expenses of the event not covered by donations and sponsorships with a cap of \$16,000.00.

RESULT:	DENIED
MOVER:	Leslie Marchman, Councilwoman
SECONDER:	Danny Carter, Councilman
AYES:	McPherson, Carter
NAYS:	Marchman, Momtahan, McCoy

B. Community Development (Tracy Jarvis, Director)

1. Amendment to Section 2 Administration of the City of Villa Rica Zoning Code – Tabled until July

2. Three Rivers Regional Commission Presentation for Conducting Comprehensive Planning Activities on behalf of the City of Villa Rica.

C. Parks and Recreation (Tracie Ivey, Director)

1. Recreation Fee Schedule Update

Councilman Carter moved to approve a new parks and recreation fee schedule to become effective May 1, 2023.

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

2. July 3rd Mobile Stage

Councilman Danny Carter moved to approve RCS Productions to provide the Mobile Covered Stage for the 2023 July 3rd Fireworks on Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$4,185.00

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

3. July 3rd Sound and Lighting

Councilwoman Anna McCoy moved to approve RCS Productions to provide the sound & lighting for the 2023 July 3rd Fireworks Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,871.00

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

D. Finance (Jennifer Hallman, Director)

1. Presented Financial Updated for February 2023

Mayor McDougal recognized Villa Rica High School and Glanton Hindsman Elementary School for receiving STEM Certification.

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

Mayor Gil McDougal

City Clerk Theresa Campbell

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

City of Villa Rica



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

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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, May 9, 2023, | 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 Leslie McPherson, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Anna McCoy, and Councilman Danny Carter.

Invocation was led by Barry W. Thompson, Pastor of Care, Prayer & Connections Midway Church

Pledge of Allegiance was led by Ofc. Austin Massey

Adoption of the Agenda (Mayor Gil McDougal)

Councilwoman Shirley Marchman moved to adopt the agenda as amended to include item A3, the Framework for Eastside TAD Agreement with Carroll County School District.

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

- Charlotte Evans asked that Council and Police Department address High School traffic, speeding students and road safety in the neighborhood surrounding Villa Rica High School.
- Connie Meuth-Boone spoke about the road safety behind Chic Fil A and near Jefferson's due to speeding and loud mufflers.

Council Updates (Subjects of General Interest and Concern)

- Mayor Gil McDougal sent the City's condolences to Carroll County Fire Department for the loss of the Fire Chief, Nic Turner due to illness. He also updated the City on the Railroad crossing repairs and upcoming events including the ribbon cutting of the Splash Pad. Lastly, he reminded everyone that there will be no Council Meeting in June.
- Councilwoman Leslie McPherson celebrated the Community Market and thanked Council for voting

down the benefit concert as the Lion's Club was able to take it on as a fundraiser.

Consent Agenda (Mayor Gil McDougal)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Appointment of Claudia Best for the Carroll County Library Advisory Board
2. National Public Works Week
3. Setting Date for Accepting Applications for Package Stores
4. Ballot for GMA's District 4 Officers
5. Powell Park Flooring Replacement
6. Appointment of Candy Wilson and Landon Prather to the Main Street Advisory Board
7. Community Grant Application - Thomas A. Dorsey Birthplace & Gospel Heritage Festival, Inc.
8. Community Grant Application - Alzheimer's Group of Carroll County
9. Community Grant Application - Villa Rica Lions Clubs
10. Motorola Portable Radios
11. Solid Waste Services Operational & Financial Assessment
12. Cowans Lake Improvements Change Order #1
13. Dam Repair Development Report
14. Purchase of Distribution Isolation Valves
15. Water Plant Basin Repair
16. West Plant Supervisory Control and Data Acquisition Upgrade
17. 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.
18. FY23 Budget Amendments #154-155
19. Execution of the GDOT Project Framework Agreement - Downtown Streetscape Project
20. Grant Application for LMIG Funds
21. Utility Aid for Conners Road Roundabout
22. Waste Pit Easement Agreement

23. Food Truck Permit for The Highway Cafe

Councilman Danny Carter moved to approve the Consent Agenda.

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

Ceremonial Presentations (Mayor & Council)

- Recognition of Charlene Clark for 5 Years of Service with the Utilities Department
- Recognition of Sydney Augustus for 5 Years of Service with Villa Rica Public Library
- Recognition of McKenzie O'Bannon for 5 Years of Service with Villa Rica Police Department
- Recognition of Paul Lewis for 5 Years of Service with Villa Rica Police Department
- Recognition of Jeffrey Shelton for 5 Years of Service with Villa Rica Police Department
- Recognition of Kai Waldo for 20 Years of Service with Villa Rica Police Department
- Retirement Presentation for Charles 'Charlie' Davis

A. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes from April 11, 2023 City Council Meeting

Councilman Matthew Momtahan moved to table the approval of the April 11, 2023 Council Meeting Minutes to the July 11, 2023 Meeting.

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

2. Second Reading Home Rule Ordinance Providing for Board and Commission Terms (C. David Mecklin, City Attorney)

Councilman Danny Carter moved to table to July for second reading.

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

3. Framework for Eastside TAD Agreement with Carroll County School District

Councilman Danny Carter moved to approve the framework for the Eastside TAD with the Carroll

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

B. Community Development (Tracy Jarvis, Director)

1. Food Truck Vendor Application for La Catrina Street Tacos (Nyree Simpson, Licensing Specialist)

Councilwoman Leslie McPherson moved 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.

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

2. RA-06-22 - 1739 Carrollton-Villa Rica Highway - Rezoning from AG to SFA and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)

Councilman Danny Carter moved to revert back to Planning & Zoning Commission per applicant's request.

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

3. VA-01-23 - Variance from Section 9.14(4) of the Villa Rica Sign Ordinance and Public Hearing. (Ronald Johnson, Planning and Zoning Administrator)

No one came forward for public hearing.

Councilwoman McPherson moved to approve the requested variance from Section 9.14(4) by Jennifer Wolfe and PILOT store #4559 as presented with the condition that sign conforms to the presentation made to Council and Staff Report.

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

4. VA-02-23 - 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)

No one came forward for public hearing.

Councilman Momtahan moved to approve the requested variance from Section 7.05(6)(a) by MQSK on the condition that the landscaping plan shows increased density and is approved by staff.

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

Councilwoman McPherson moved to approve the requested variance from Section 8.09(4)(a) by MQSK, LLC as presented.

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

5. CU-01-23 - Special Exception Use Permit to operate a Truck Parking facility and Public Hearing. (Ronald Johnson, Planning and Zoning Administrator)

Councilman Carter moved to table until July 11 meeting as requested by applicant.

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

6. RA-01-23 - Rezoning of 45.26 acres at Punkintown Road and Dallas Highway and Public Hearing. (Ronald Johnson, Planning and Zoning Administrator)

Public Hearing had seven (7) residents speak against this for density, traffic, and environmental concerns.

Councilwoman McPherson moved to deny the rezoning request from Arpit Realty, LLC for a rezoning from AG to C1 and SFA.

RESULT: **DENIAL**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Anna McCoy, Councilman
AYES: McPherson, McCoy
NAYS: Marchman, Momtahan, Carter

Councilman Carter moved 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.

No second.

Councilman Momtahan moved to table until the July 11 meeting.

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

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)

No one came forward for Public Hearing.

Councilman Carter moved to deny the rezoning request from Aryn Dhamani for a rezoning from AG to C1.

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

C. City Manager's Report (Tom Barber, City Manager)

Due to time the City Manager's report was emailed.

D. Executive Session (Governing Body)

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

The Executive Session was pulled.

Adjournment (Mayor Gil McDougal)

Councilwoman Marchman moved to adjourn the meeting and was seconded by Councilman Danny Carter and the vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Theresa Campbell

Sec. 11.05 – ZONING AND FUTURE DEVELOPMENT MAP AND TEXT AMENDMENTS

- 1) TEXT AMENDMENTS. The following procedure, in accordance with the *Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.)*, applies to a proposal to amend or partially repeal the text of the Zoning Ordinance:
 - a) Initiation of Proposal. The proposal may be initiated by either:
 - i) The City Council; or
 - ii) The Planning & Zoning Commission.
 - b) Contents of Application. Applications for text amendments to the Zoning Ordinance shall contain the following information:
 - i) Name, address, and phone number of applicant;
 - ii) Proposed amending ordinance, approved as to form by the City Attorney;
 - iii) A statement on how the proposed amendment relates to the comprehensive plan; and
 - iv) A fee as established by the City Council.
 - c) Notice. The Planning & Zoning Commission shall give notice of a public hearing in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.
 - d) Public Hearing by Planning & Zoning Commission. The Planning & Zoning Commission shall schedule a public hearing within sixty (60) days after a petition is received. The hearing shall be held in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.
 - e) Recommendation by Planning & Zoning Commission. Within ten (10) business days after the Planning & Zoning Commission determines its recommendation, the Commission shall certify the proposal to the City Council with a favorable, unfavorable, or no recommendation (*O.C.G.A. 50-8-1*).
 - f) Action by City Council. The City Council shall vote on the proposal within ninety (90) days after the Planning & Zoning Commission certifies their recommendation. The City Council may adopt, deny, or recommend a modification of the text amendment proposal. If a modification is recommended, the proposal must be returned to the Planning & Zoning Commission for a final vote of approval. If the modification is disapproved by the Planning & Zoning Commission, the proposal with modification may be adopted only after a final confirming vote by the City Council (*O.C.G.A. § 36-66-3*).
 - g) Effective Date and Referendum. Amendments adopted by the City Council shall become effective upon adoption.
- 2) ZONING MAP AND FUTURE DEVELOPMENT MAP AMENDMENTS
 - a) General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the City Council may, by ordinance, after receipt of recommendation from the Planning & Zoning Commission, **and, where necessary, the Joint City/School District Committee**, and

subject to the procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

- b) Consideration of Amendments. in accordance with *O.C.G.A. 45-12-200, et seq., and 50-8-1*, when preparing and considering proposed amendments, the Planning & Zoning Commission and the legislative body shall pay reasonable regard to:
 - i) The Comprehensive Plan;
 - ii) Current conditions and the character of current structures and uses in each district;
 - iii) The most desirable use for which the land in each district is adapted;
 - iv) The conservation of property values throughout the jurisdiction; and
 - v) Responsible development and growth.
- c) Consideration of Amendments by Joint Committee. In accordance with *O.C.G.A. §§ 45-12-200, et seq. and 50-8-1* and the terms of the Intergovernmental Agreement between the City of Villa Rica and The Carroll County School District for the Eastside Tax Allocation District, the Joint Committee and the legislative body shall pay reasonable regard to:
 - i) The Comprehensive Plan;
 - ii) Current conditions and the character of uses in each district;
 - iii) The most desirable use for which the land in each district is adapted;
 - iv) The impact of the proposed amendment upon the School District; and
 - v) Responsible development and growth as it impacts the City and the School District.
- d) Procedure. The following procedure, in accordance with *O.C.G.A. 36-66-1*, applies to a proposal to change the zone maps (whether by incorporating an additional map or by amending or deleting a map) incorporated by reference into the ordinance:
 - i) Initiation of Proposal. The proposal may be initiated either:
 - (1) By the City Council;
 - (2) By the Planning & Zoning Commission; or
 - (3) By a petition signed by property owners who own at least fifty (50%) percent or more of the land involved.
 - ii) Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of the Zoning Ordinance shall contain the following information:
 - (1) Name, address, and phone number of applicant;
 - (2) Proposed amending ordinance, approved as to form by the City attorney;
 - (3) Present use;
 - (4) Present zoning classification;
 - (5) Proposed use;
 - (6) Proposed zoning classification;

- (7) A vicinity map showing property lines, thoroughfares, existing and proposed zoning, and such other items as may be required;
 - (8) A parcel map and list identifying all property owners and their mailing addresses;
 - (9) A statement on how the proposed amendment relates to the comprehensive plan;
 - (10) A fee as established by the City Council; and
 - (11) Signature of property owner(s) or agent.
- iii) **Additional Information.** At the discretion of the Planning & Zoning Commission **or the Joint Committee**, the applicant may be required to provide additional information or studies to demonstrate the impact that will occur as a result of the proposed development associated with the amendment (rezoning) in question. The additional information may include:
- (1) **Transportation Impact Studies.** If a traffic study is necessary, it shall address the impact of the proposed development on all adjacent streets and intersections. The applicant shall reference the *GDOT "Design Traffic Forecasting Manual, Revision 1.4", dated 10/24/2018*, as may be amended from time to time in the development of the traffic study.
 - (2) **Fiscal Impact Analysis.** New residential development of more than one-hundred fifty (150) units may be required to submit a Fiscal Impact Analysis to determine the impact of new residents on the area with regard to police protection, fire protection, utility service, educational facilities, and other applicable factors.
- iv) **Notice.** The Planning & Zoning Commission shall give notice of a public hearing in accordance with Georgia's Zoning Procedures Act (O.C.G.A. 36-66) and the Planning & Zoning Commission Rules of Procedure, as amended.
- v) **Public Hearing by Planning & Zoning Commission.** The Planning & Zoning Commission shall schedule a public hearing within sixty (60) days after a petition is received. The hearing shall be held in accordance with the Planning & Zoning Commission Rules of Procedure, as amended.
- vi) **Recommendation by Planning & Zoning Commission.** Within ten (10) business days after the Planning & Zoning Commission determines its recommendation, the Commission shall certify the proposal to the City Council with a favorable, unfavorable, or no recommendation (O.C.G.A. § 50-8-1).
- vii) **Recommendation by Joint Committee.** Within ten (10) business days after the Joint Committee determines its recommendation, the Committee shall certify the proposal to the City Council with a favorable, unfavorable, or no recommendation (O.C.G.A. § 50-8-1).
- viii) **Action by City Council and the Joint Committee.** The City Council shall, within ninety (90) days after the Planning & Zoning Commission **and the Joint Committee** certifies their recommendation, either adopt or deny the recommendation of the Planning & Zoning Commission (O.C.G.A. § 36-66-1).
- ix) **Effective Date and Referendum.** Amendments adopted by the City Council shall become effective upon adoption.

- e) Lapse of Rezoning. Failure to establish the proposed use or initiate development within one (1) year of the rezoning approval or other time period established by the City Council at the time of the rezoning shall constitute consent by the property owner for the City to initiate the process to revert the zoning through the zoning map amendment process established in this Code. The City Council, at its sole discretion may choose to revert the zoning, retain the existing zoning or grant a limited extension of the zoning for lapsed uses.
- f) Lapse of Zoning Conditions. Should a use for which conditions of zoning or a special exception be discontinued or abandoned for twelve (12) months or more, said conditions of zoning or special exception shall be revoked. The City Council, at its sole discretion may choose to revert, retain, or grant a limited extension of the zoning conditions or special exception for lapsed uses.

Figure 11.2: Zoning Process Flow Chart

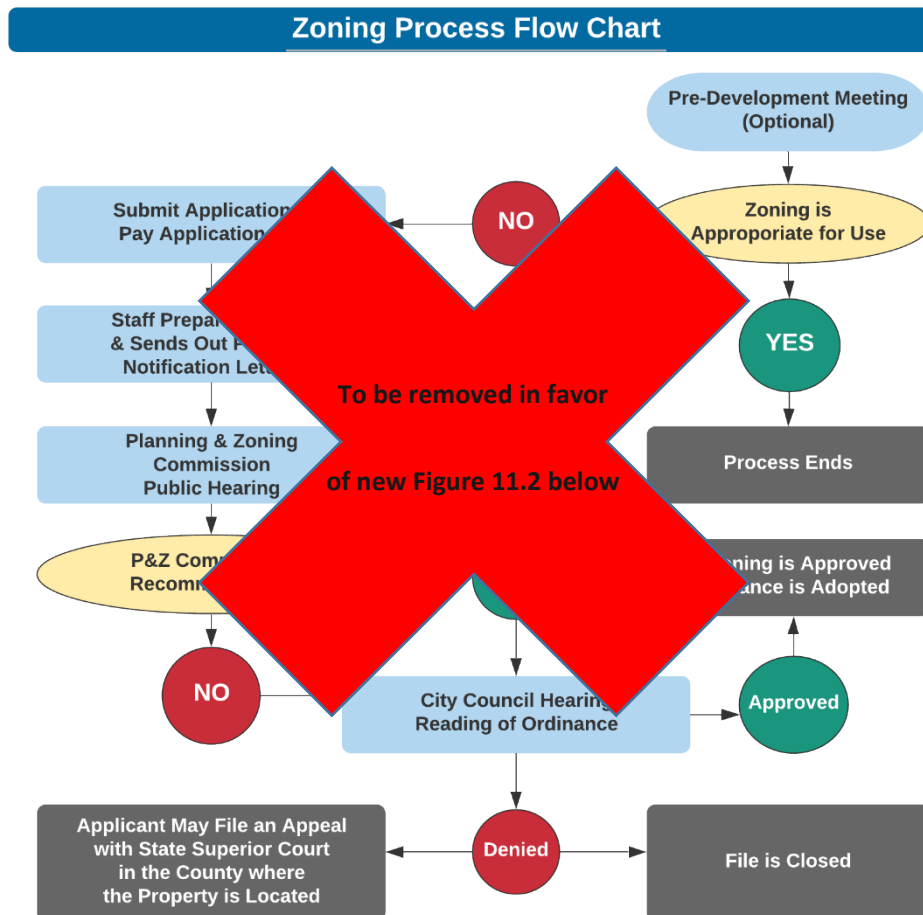
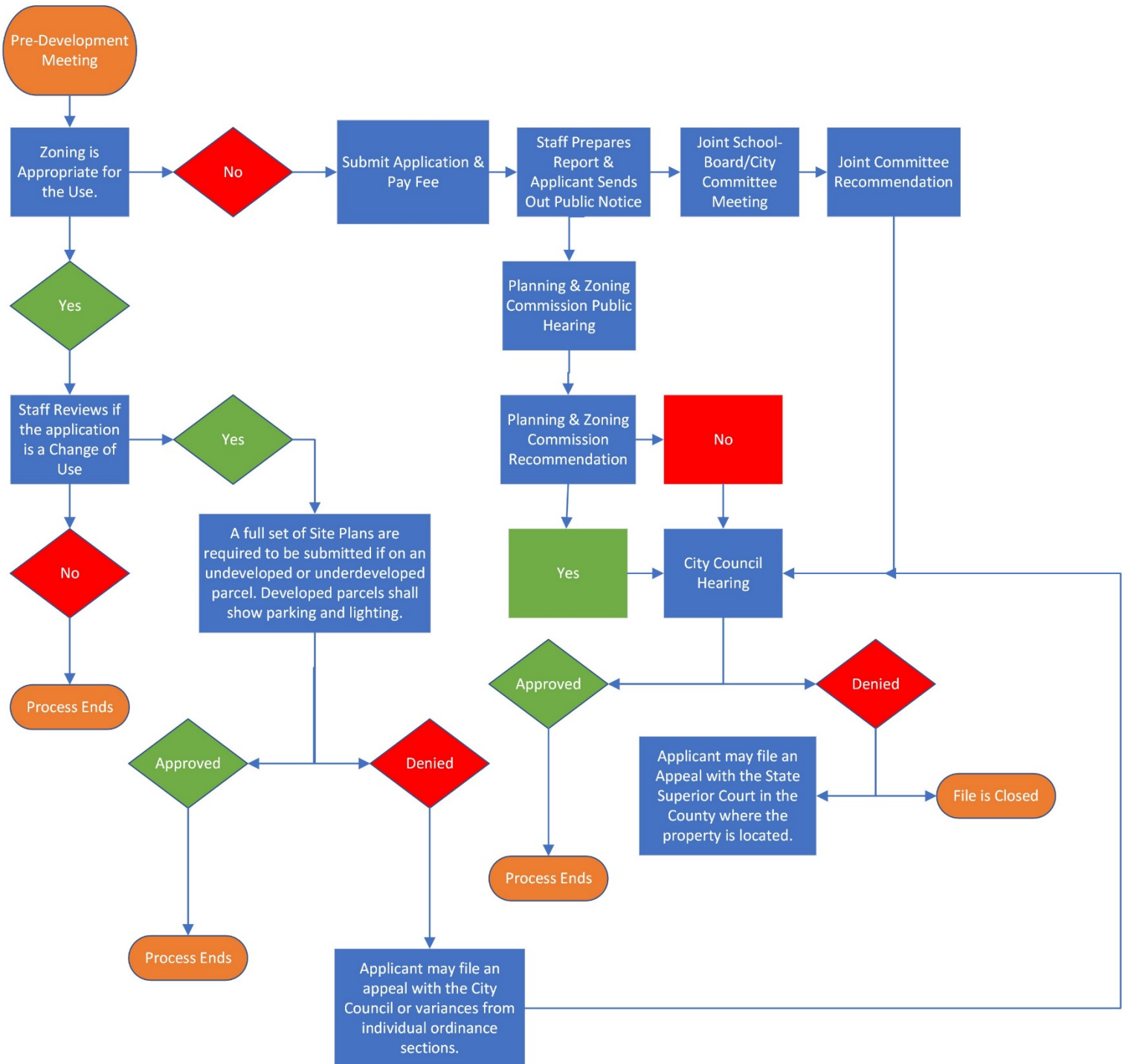


Figure 11.2: Zoning Process Flow Chart

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

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

Sec. 2.02 – JOINT CITY/SCHOOL BOARD COMMITTEE**1) ESTABLISHMENT OF THE JOINT CITY/SCHOOL BOARD COMMITTEE OF THE CITY OF VILLA RICA AND THE CARROLL COUNTY SCHOOL DISTRICT (THE “JOINT COMMITTEE”).**

- a) The Joint Committee of Villa Rica shall be established in conformance with the Intergovernmental Agreement relating to Eastside Tax Allocation District TAD Agreement. The Community Development Director, or his/her designee, shall serve as staff to the Joint Committee.

- i) Responsibilities. The Joint Committee shall act in an advisory capacity to the City Council in zoning and annexation questions. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Joint Committee shall include:

- (1) Conduct public hearings and makes recommendations on annexation requests, plan amendments, planned unit development, subdivisions, and zoning amendments;
- (2) Recommend changes and amendments to the Zoning Map and the Code text;
- (3) Make recommendations upon all other items referred to it by the City Council and the School District.

- ii) Public Hearing Procedures.

- (1) Rules of Procedure. The Joint Committee may adopt rules of procedure consistent with the provisions of this Code.

2) NOTICE OF MEETINGS.

- a) Publication of the notice of any public hearing shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
- b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
- c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).
- d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).

3) CONDUCT OF MEETINGS.

- a) All meetings of the Joint Committee shall be open to the public.
- b) The Joint Committee shall have meetings as needed for the transaction of business.

4) MINUTES.

- a) The Joint Committee shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.
- b) The minutes shall be filed in the office of the Community Development Director.

5) CONFLICT OF INTEREST.

- a) A member of the Joint Committee shall inform the Joint Committee before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Joint Committee. The Joint Committee Member shall not participate in any discussion or voting on any item for which the Joint Committee Member or Joint Committee Member's spouse, mother, father, children, siblings or in-laws has an interest.

6) QUORUM.

- a) The Joint Committee shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Joint Committee. The affirmative vote of the majority of the members present shall be required before the Joint Committee shall approve a recommendation or advisory opinion.

7) INVALIDITY OF A VOTE.

- a) If a Joint Committee member votes on a recommendation in which the Joint Committee member has a conflict of interest, the member's vote shall be voided.

8) MEMBERSHIP.

- a) The Joint Committee of the City of Villa Rica shall be comprised of seven (7) members. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term.
 - Position 1 – Appointed by Carroll County School Board for term beginning on the date of appointment and continuing until December 31, 2024, then every two years thereafter.
 - Position 2 – Appointed by Carroll County School Board for term beginning on the date of appointment and continuing until December 31, 2024, then every two years thereafter.
 - Position 3 – Appointed by Carroll County School Board for term beginning on the date of appointment and continuing until December 31, 2024, then every two years thereafter. • Ward 4 01/01/2021—12/31/2022
 - Position 4 – Appointed by City Council of Villa Rica beginning on the date of appointment and continuing until December 31, 2024 and then every two years thereafter.
 - Position 5 – Appointed by City Council of Villa Rica beginning on the date of appointment and continuing until December 31, 2024 and then every two years thereafter.
 - Position 6 – Appointed by City Council of Villa Rica beginning on the date of appointment and continuing until December 31, 2024 and then every two years thereafter.
 - Appointed by Chair of Board of Commissioners of Carroll County beginning on the date of appointment and continuing until December 31, 2024 and then every two years thereafter.Any and all other provisions of the City of Villa Rica Zoning Ordinance shall remain unchanged.

- b) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Joint Committee. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council or County School Board of such occurrence as promptly as possible, so that the appointing authority may appoint a replacement to fill the unexpired term.
- c) Each year the Joint Committee shall select a member to serve as Chair and Co-Chair to preside over meetings of the Joint Committee.

9) AUTHORITY.

- a) The Joint Committee is hereby authorized to perform those duties and functions specified in the Intergovernmental Agreement related to the Eastside Tax Allocation District. For the purposes of this Zoning Ordinance, the duties of the Joint Committee include:
 - i) Rules of Procedure . The Joint Committee may adopt written rules of procedure for the administration of the affairs of the Joint Committee and its staff for filing, noticing and hearings.
 - ii) Record Keeping . Maintain a complete record of all proceedings;
 - iii) Meeting Time and Records . Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Joint Committee;
 - iv) Recommendations . Make recommendations to the City Council of Villa Rica concerning the following:
 - a) The Joint Committee shall review and make recommendations for all annexation requests into the City that involve land south of I-20 in the City.
 - b) The Joint Committee shall review and make recommendations for any zoning requests for residential development that involve land south of I-20 in the City.
 - c) The Joint Committee shall review and make recommendations for any zoning requests to rezone land for multi-family residential use or high density residential use anywhere in the Carroll County portion of the City.
 - v) Surety . Assume responsibility for the custody and preservation of all Joint Committee documents and papers.

(Ord. of 3-8-2023)

Sec. 2.03 – PLANNING & ZONING COMMISSION

- 1) ESTABLISHMENT OF THE PLANNING & ZONING COMMISSION.
 - a) The Planning & Zoning Commission of Villa Rica shall be reconstituted and re-established in conformance with the Municipal Code. The Community Development Director, or his/her designee, shall serve as staff to the Commission.
 - i) Responsibilities. The Planning & Zoning Commission shall act in an advisory capacity to the City Council. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Planning & Zoning Commission shall include:
 - (1) Conduct public hearings and makes recommendations on plan amendments, planned unit development, subdivisions, site plans as applicable, and zoning amendments;



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Sections 2.02 and 11.05 in order to establish the Joint City/School Board Committee (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: August 8, 2023

DATE: July 26, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Introduction of language to establish the Joint City/School Board Committee for review of certain land use applications.

BACKGROUND: In connection with the Tax Allocation District, the city has entered into an intergovernmental agreement to permit the Carroll County School District to participate in a newly created recommending body for certain rezoning, variance, special exception, annexation and all other applications that would establish multifamily housing or single-family housing south of I-20. The city has enacted a formal moratorium on all such matters until the attached change to the zoning ordinance are enacted. Section 2.02 establishes the authority of the commission and Section 11.05 works the new commission into our existing development plan approval process.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendments.

PLANNING COMMISSION: APPROVAL (3-0)

MOTION:

1. I move to approve the proposed amendment to Section 2.02 of the City of Villa Rica Zoning Ordinance as attached hereto.
2. I move to approve the proposed amendment to Section 11.05 of the City of Villa Rica Zoning Ordinance as attached hereto.



July 3rd, 2023

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

Re: Planning Report
MQSK, LLC
VA-13-22
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 Mrs. Doyal:

MQSK, LLC (the Applicant) seeks a variance from Section 7.02(15)(b) to reduce the number of required restaurant drive-thru queuing spaces from seven spaces to six spaces. The variance 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 June 27th, 2022;
2. Applicant Letter of Intent, undated, prepared by Kathleen Woodruff of Woodruff Design Associates;
3. Limited Warranty deed, dated February 26th, 2018, signed by Gregory D. Strickland;
4. Construction Plans, Dated December 2nd, 2022, prepared by Kathleen Woodruff of Woodruff Design Associates;



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 acre; **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 November 2022, the City Council approved stream buffer encroachment variances for the property and in April 2023, the City Council approved additional variances to exempt the applicant from providing street trees along West Bankhead Highway and an exemption to permit a drive-thru window and queuing line in front of the primary structure.

C. Proposed Development

The applicant’s request for a variance is to permit a total of six (6) drive-thru queuing spaces whereas seven (7) queuing spaces are permitted. The variance would advance the construction of



a Little Caesar's restaurant and a gas service station with a 3,250 sq. ft. convenience store. The applicant's Letter of Intent indicates that the drive-thru window is for pick-up orders only that are required to be previously placed by customers. No service orders are proposed at this window and each vehicle is expected to use the window for no more than 30 seconds.

The applicant also states that the stream that runs across the site and the irregular shape make circulation to the side or rear of the building impossible, to which the variance is necessary.

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

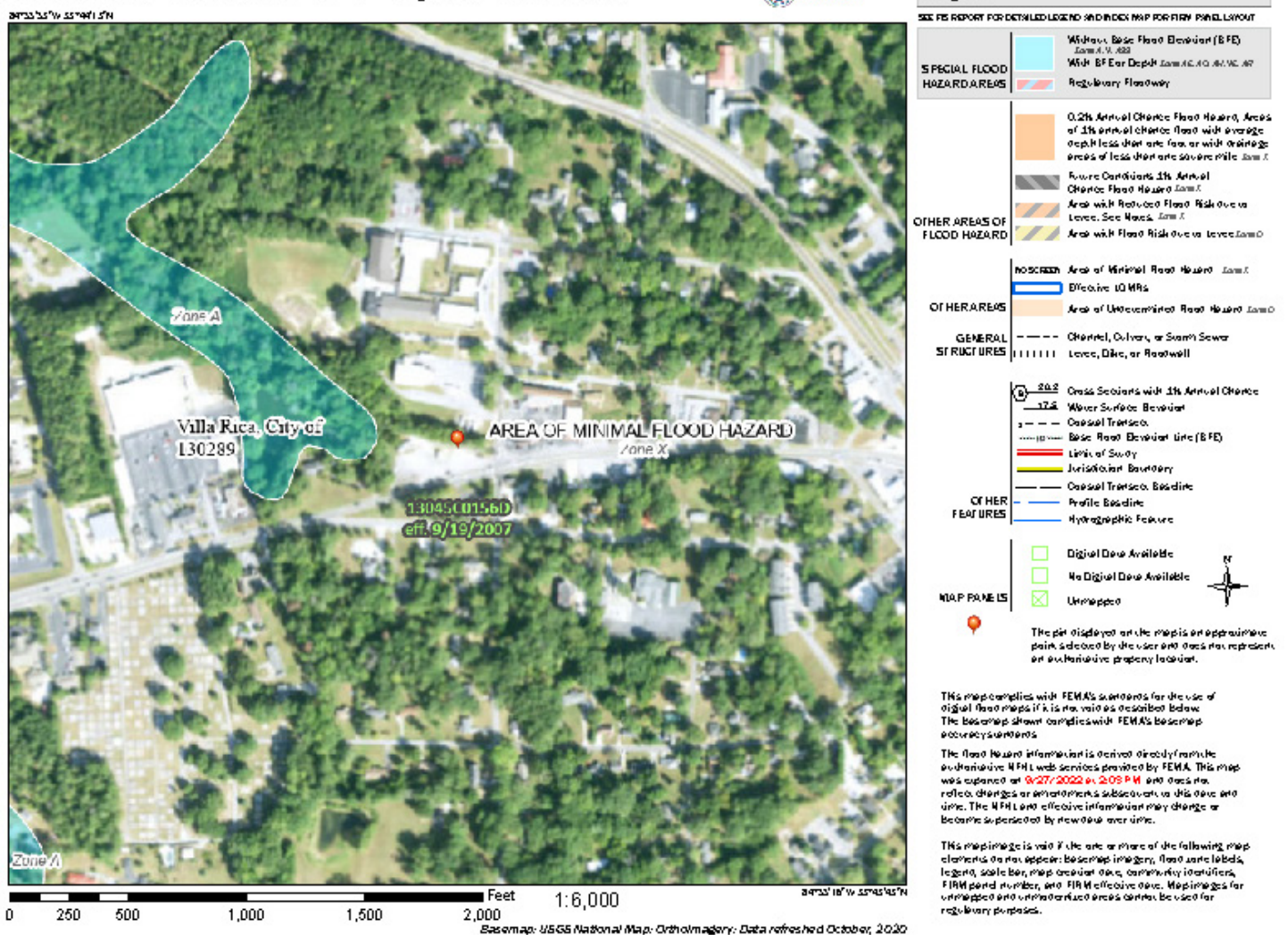


Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from Section 7.02(15)(b) of the Villa Rica Zoning Ordinance as outlined below. The applicant has cited the quick service restaurant will have low vehicular wait times and the lots irregular shape as the purpose of their request as outlined in Section C.

The Applicant has requested variance relief for the following:

1. Section 7.02(15)(b) – STACKING SPACES FOR DRIVE-THROUGH BUSINESSES. Businesses utilizing drive-through windows or those that offer drive-through facilities shall provide a minimum of:
 - (i) Seven (7) stacking spaces per vehicular service window for restaurants and coffee houses.

The applicant proposes six (6) stacking spaces.

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 stem from the shape of the lot creating challenges that make developability difficult.

No land use benefits could be identified.

Detriments to the granting of the variance may arise from overcrowding of uses and vehicles on the lot. Staff has a general concern over the intensity of all operations proposed on site and circulation of the vestiges of the uses (such as the interaction between the gas station pump queuing, on-site parking, and queuing for the restaurant).

Therefore, it is concluded that the Comprehensive Plan will not be negatively impacted by the variances. Staff advises that the detriment of the variance would substantially outweigh any benefit.

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 reduced amount of stacking spaces on-site do not appear to be injurious to the public.

- 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 variance.

- 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 development code will not result in a practical difficulty in the use of the property. A restaurant and gas station/convenience store is permitted by-right and could be constructed without the variance relief. The request appears to be self-imposed.

E. Comments

No Staff comments.

Recommendation:

Staff recommendation:

Variances: DENIAL

Reasons: The request is self-imposed and is the result of overcrowding of uses and vestiges of uses on the site. A drive-thru is not required to operate a restaurant and staff expects all drive-thru businesses to follow the stacking space requirements in full.

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 July X, 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.



395 West Bankhead Highway

VA-06-23

July 3rd, 2023

Page 7 of 9

Very truly yours,

Ronald Johnson

Ronald Johnson

Planning & Zoning Administrator

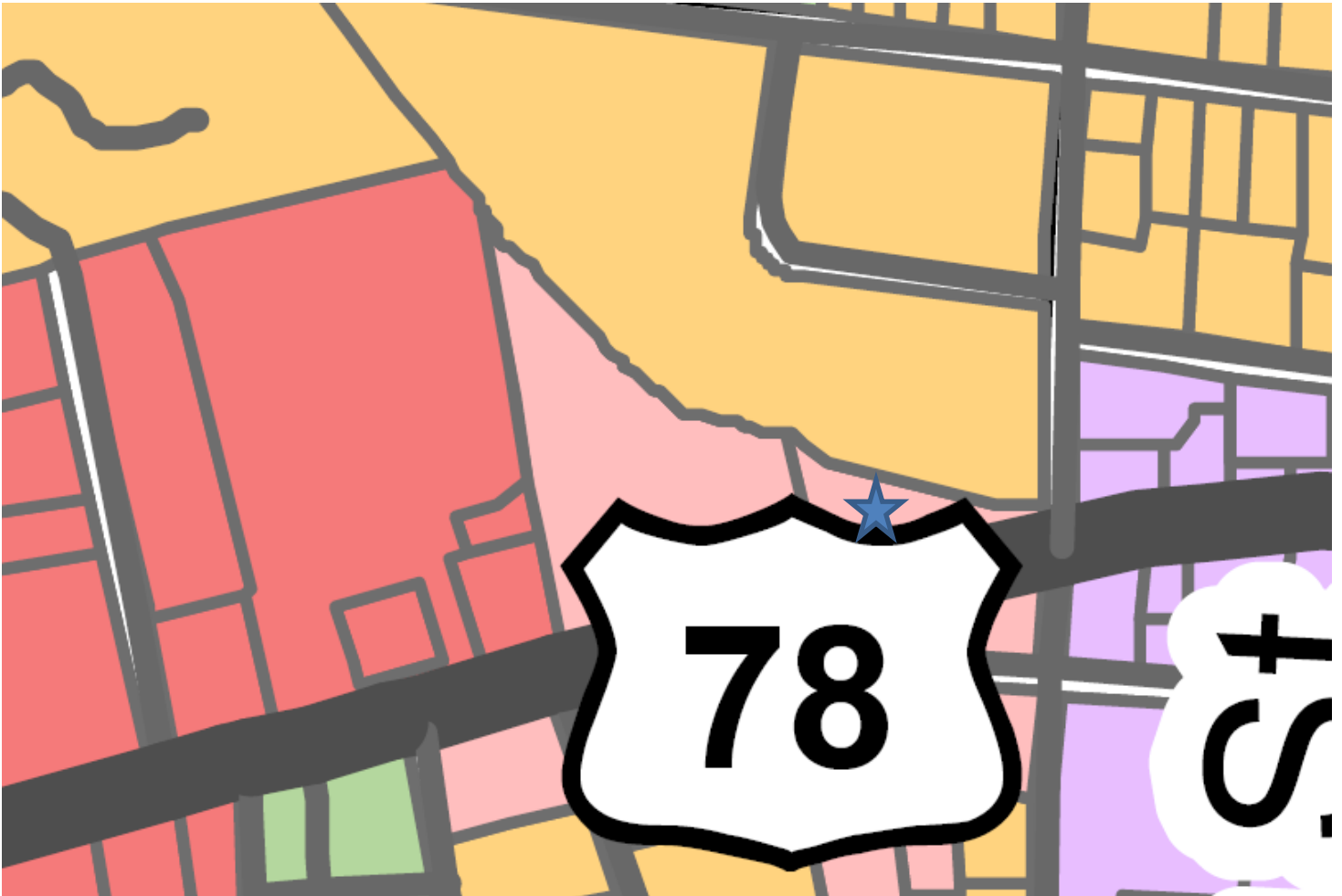
cc: Tom Barber, City Manager (via email)

Tracy Jarvis, Community Development Director



395 West Bankhead Highway
VA-13-22
July 3rd, 2023
Page 8 of 9

Zoning Map (C1 Zone):





Future Land Use Map (Downtown Activity Center):





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-02-23 – Variance from Sections 7.02(15)(b) of the Villa Rica Zoning Ordinance

AGENDA DATE: August 8, 2023

DATE PREPARED: July 26, 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 7.02(15)(b) of the Villa Rica Zoning Ordinance at 395 West Bankhead Highway in order to reduce the number of required restaurant drive-thru queuing spaces from seven (7) required spaces to six (6) spaces.

BACKGROUND: The applicant received prior approval to encroach into the 50' and 75' stream buffers in November of 2022 (VA-13-22) and further relief in May of 2023 to construct a drive-thru in the front yard area and to reduce the landscape buffer in the W. Bankhead Highway front yard from 20' to 2'. 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 the applicant's plan deficient. The applicant submitted an Administrative Adjustment application for relief from this subsection and the city staff denied the request on the grounds that the request is entirely self-imposed, the site is over capacity, and a drive-thru is not required to operate a restaurant use on-site. The uses are permitted in the CMU Zone.

STAFF RECOMMENDATION: DENIAL

Reasons: The requested variance is entirely self-imposed.

IMPACT: N/A

MOTION:

(1) I move to deny the requested variance from Section 7.02(15)(b) 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: 06/27/2023

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 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

06/27/2023

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: _____

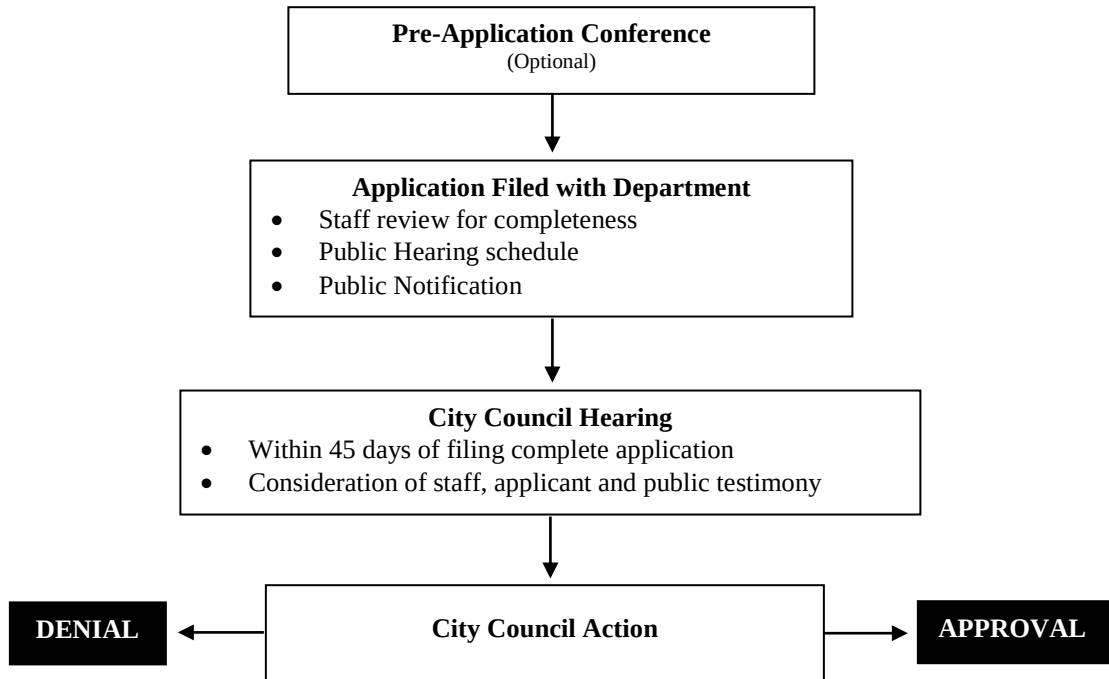
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS





To: City of Villa Rica
Zoning Department

Subject: 395 West Bankhead Highway
Villa Rica, Georgia
Administrative Variance Request
Vehicle Stacking
Carroll County

To Whom it May Concern,

We are providing this letter of explanation to support our request for an Administrative Variance to reduce the number stacking of vehicles at the proposed pick-up window 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 request being made is to reduce the required stacking of vehicles at the Little Caesars pick-up window will service from the required seven vehicles to six vehicles. 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. 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.

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.

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:

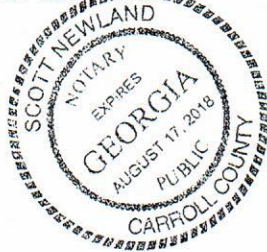


Exhibit "A"

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 disclosure 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.

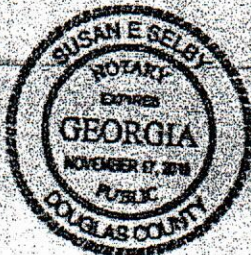
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 9th day of January, 2015.

Louie Sherman Strickland
LOUIE SHERMAN STRICKLAND

Signed, sealed and delivered
in the presence of:

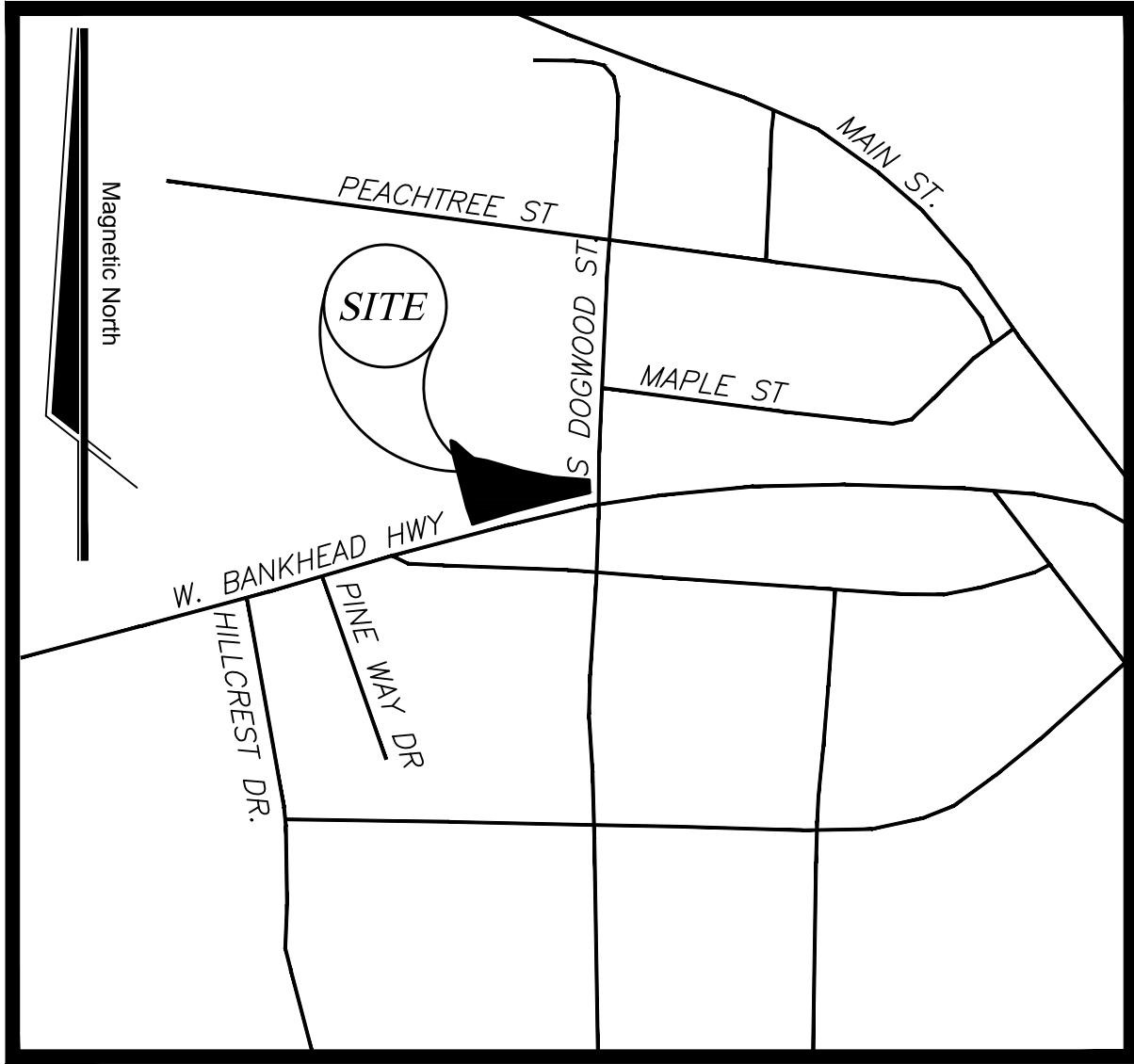
Ami H. H.
WITNESS

Susan E. Selly
NOTARY



362945.1

Initial S. S.



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
---	---	---
---	---	---
---	---	---
---	---	---



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.

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

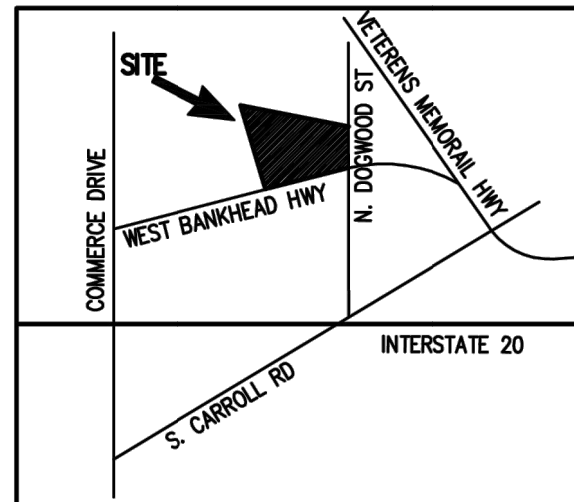
2/27/2023
Date

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 02" 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:

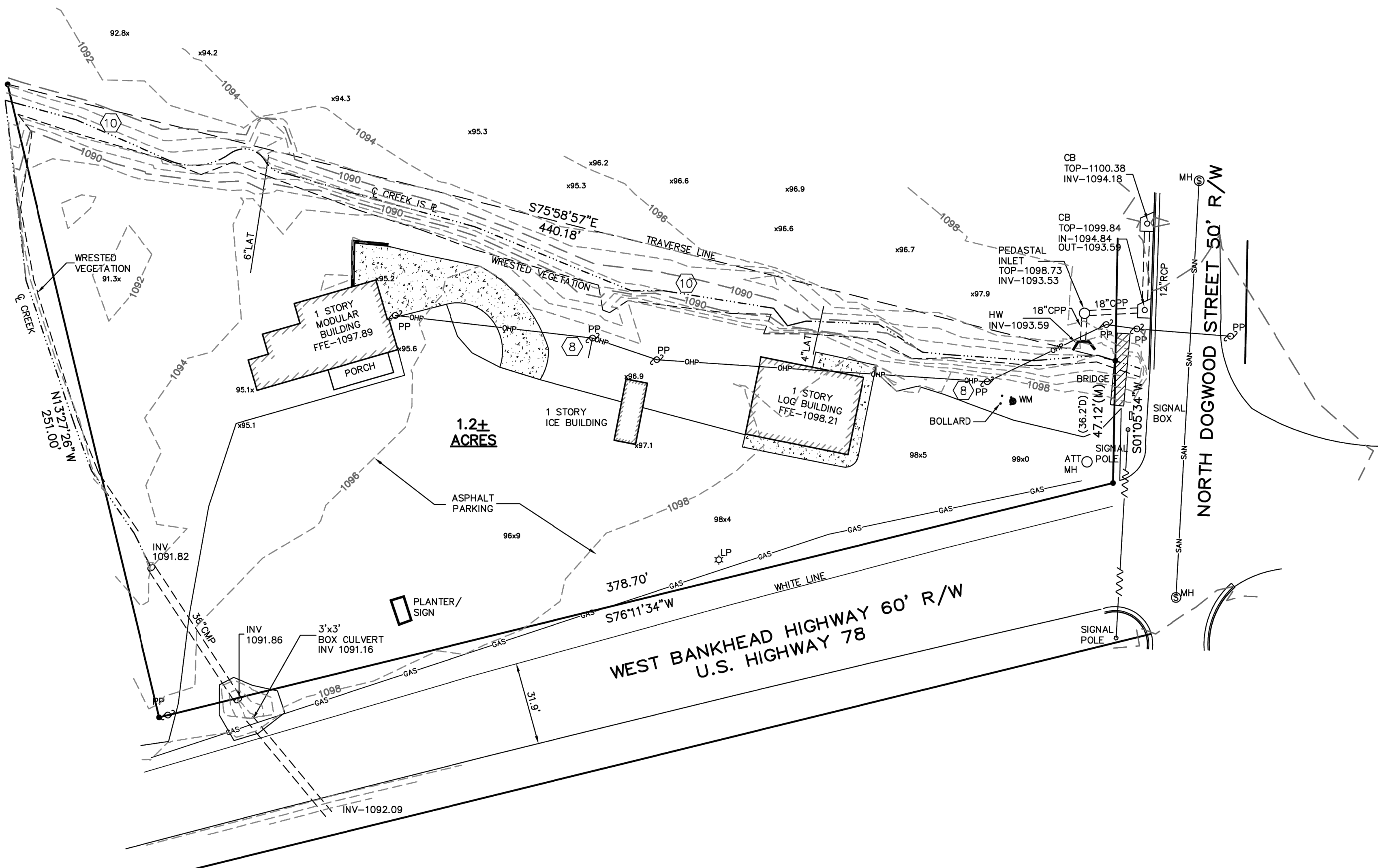
BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (60' r/w); thence along the northerly right-of-way line of West Bankhead Highway S73°39'W 378.7 feet to an iron pin found; thence N16°0'W 251 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.

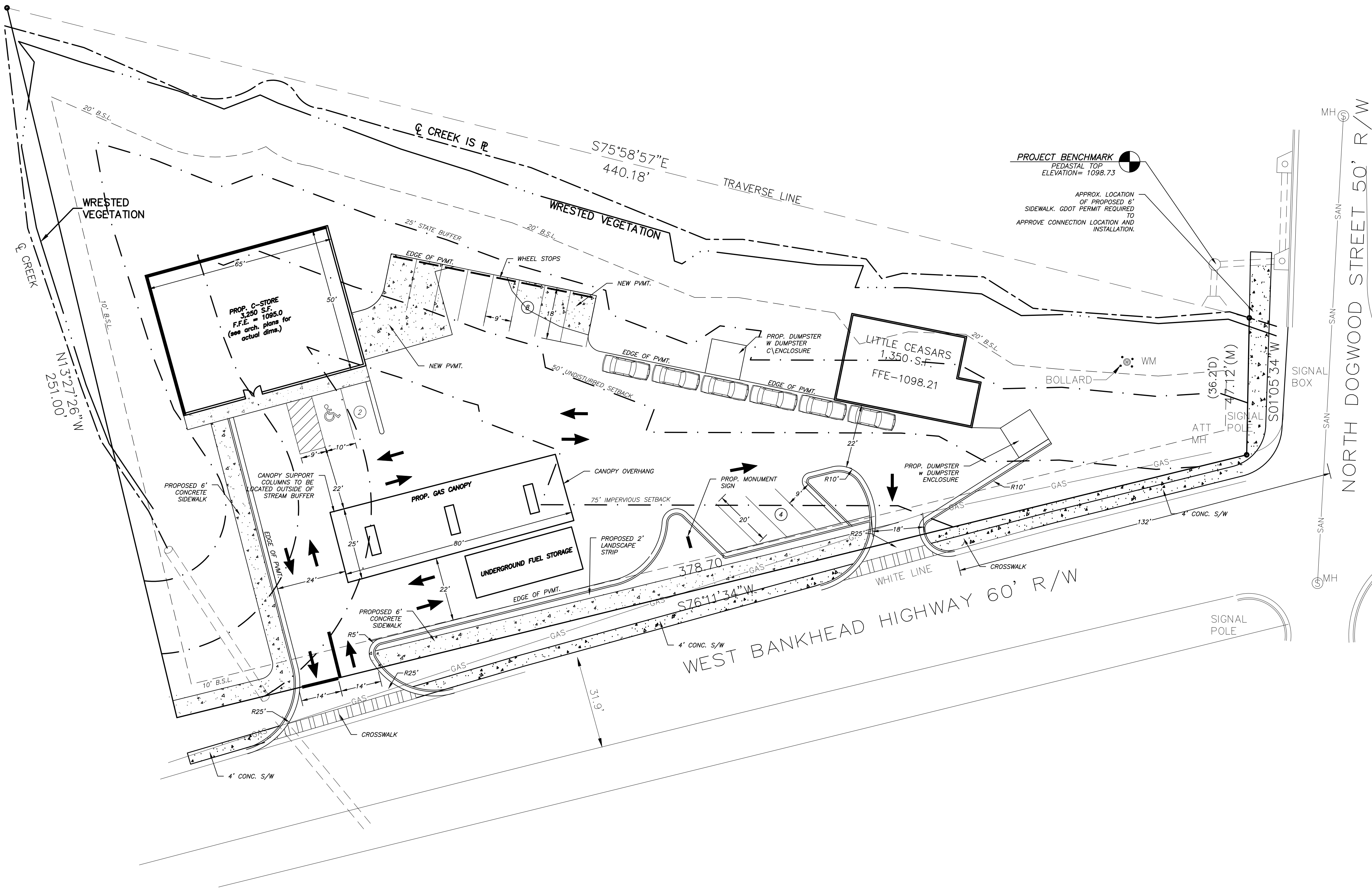
Date of Plat: September 12, 2017

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	6	10
Little Ceasars 4 Employees	4	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' E-29924

SITE PLAN

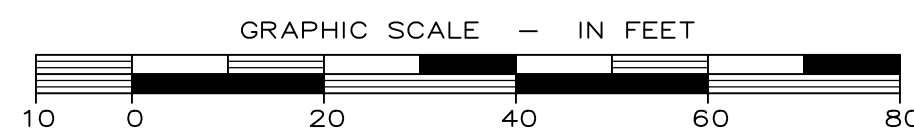
12/21/2022

SCALE: 1" = 20'

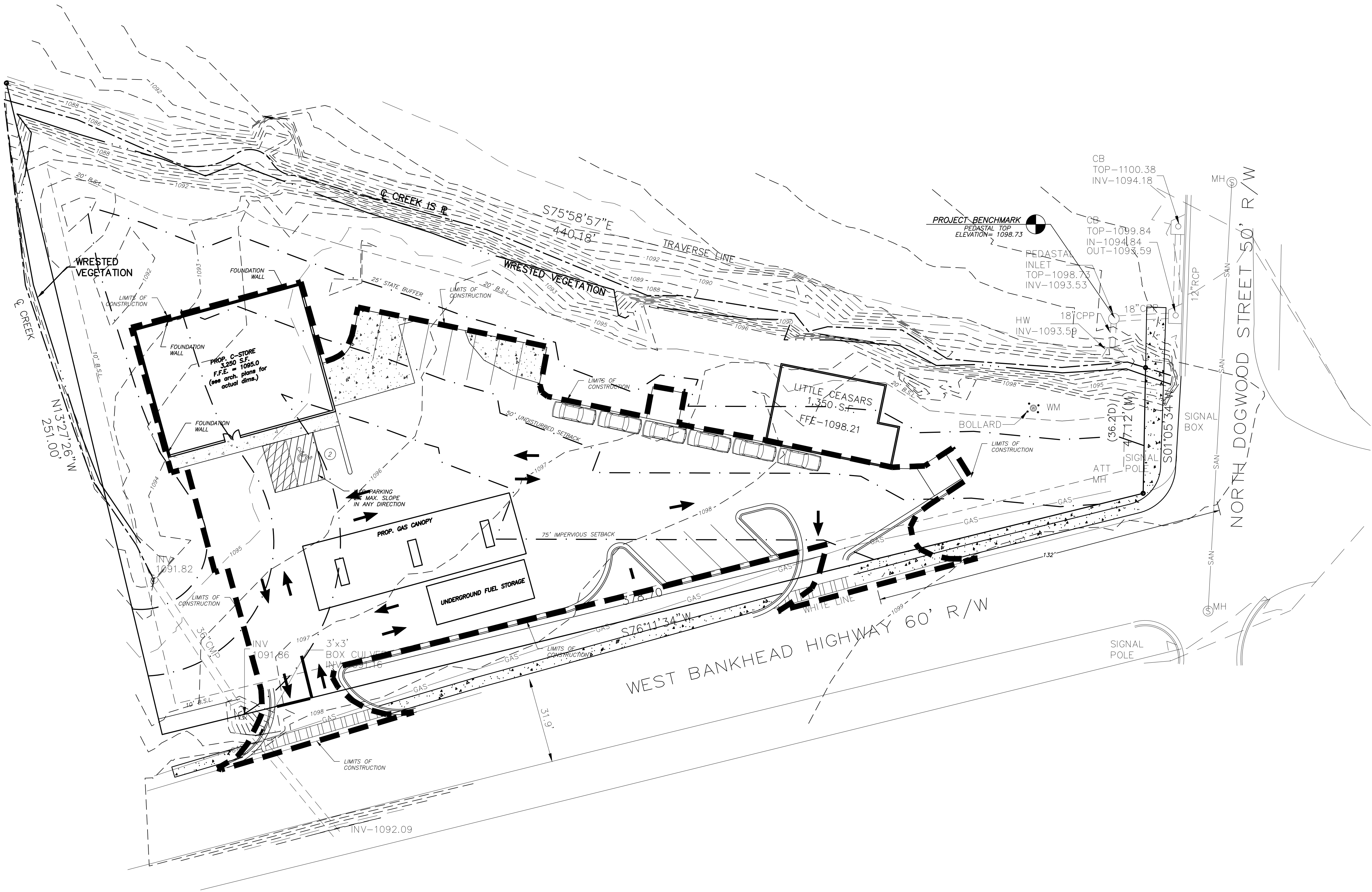
Job: 2022-LSA-17

ISSUE: B.0

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

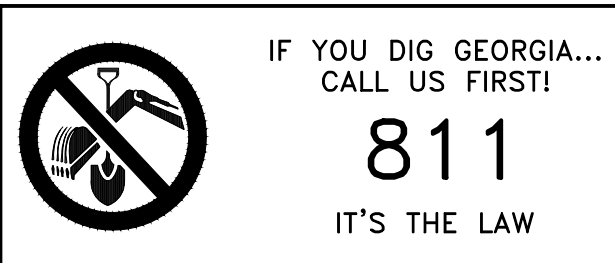
CONTACT: ---
PHONE: ---
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel 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.

OPEN SPACE PERCENTAGE

TOTAL SITE: 1.2 AC = 52,272 SQFT

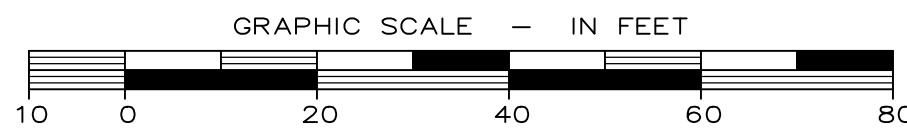
OPEN SPACE PROPOSED: 25,668 SQFT

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



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



GRADING PLAN

12/21/2022

SCALE: 1" = 20'

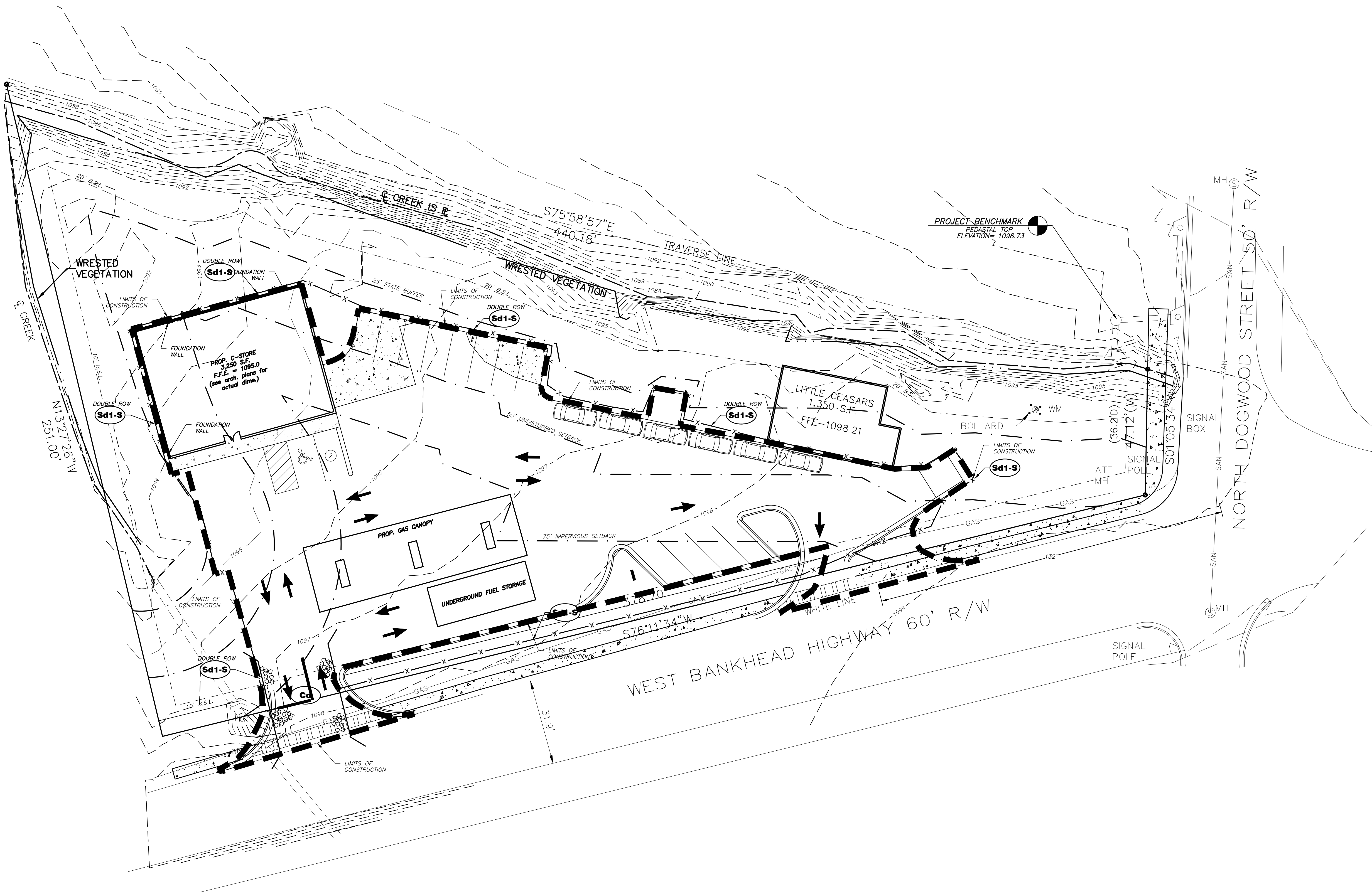
Job: 2022-LSA-17

Issue: B.0

SHEET 4 OF 9

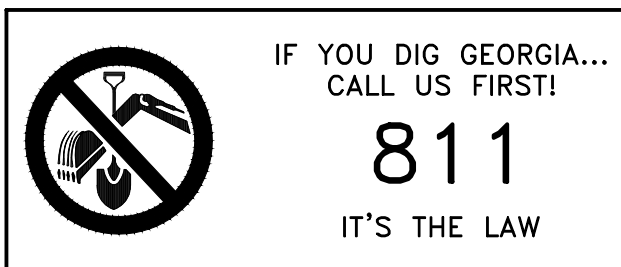
Woodruff
Design Associates
3301 Stewart Lake Road
Monroe, GA 30655

Magnetic North



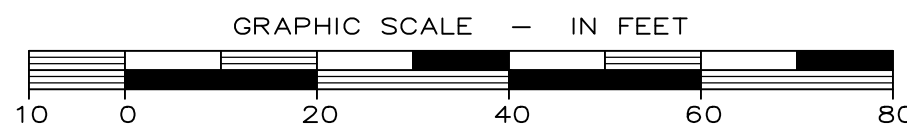
- PROJECT NOTES:**
- Owner: AV Huntington Station, LLC
1221 Ave Of The Americas
New York, NY 10020
Developer: Atai Construction

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. ---.
 - Zoning: C1.
 - Building Setbacks:
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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.
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 - No outside storage proposed, this includes supplies equipment, vehicles, products, etc.
 - All new utility lines shall be located underground.



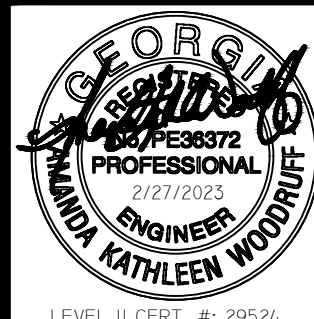
24-HOUR EMERGENCY CONTACT:

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'

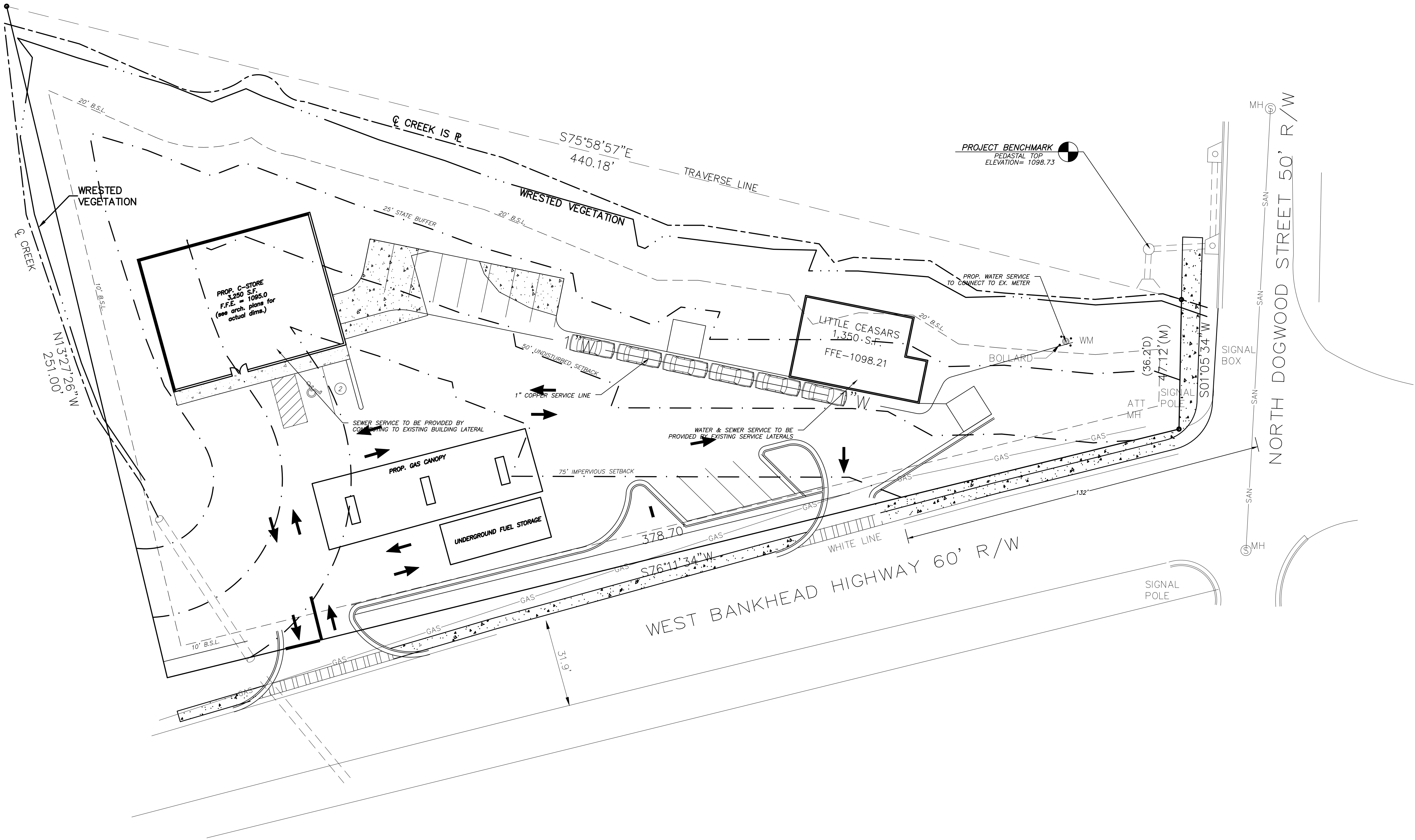
Job: 2022-LSA-17

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

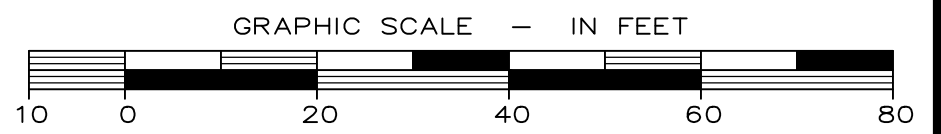
CONTACT: Rohail Hada
PHONE: 404-610-6630
- ENGINEER:** WOODRUFF DESIGN ASSOCIATES
3301 STEWART LAKE ROAD
MONROE, GA 30655
PHONE: (404) 530-9218
CONTACT: Amanda K. Woodruff, P.E.
E-MAIL ADDRESS: kathleen@woodruffda.com
- Property located in L.L. 162, 6th Dist, Carroll Co. Parcel No. ---.
 - Zoning: C1.
 - 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:**
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 - 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 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.



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

UTILITY PLAN FOR
VILLA RICA C-STORE



UTILITY PLAN

12/21/2022

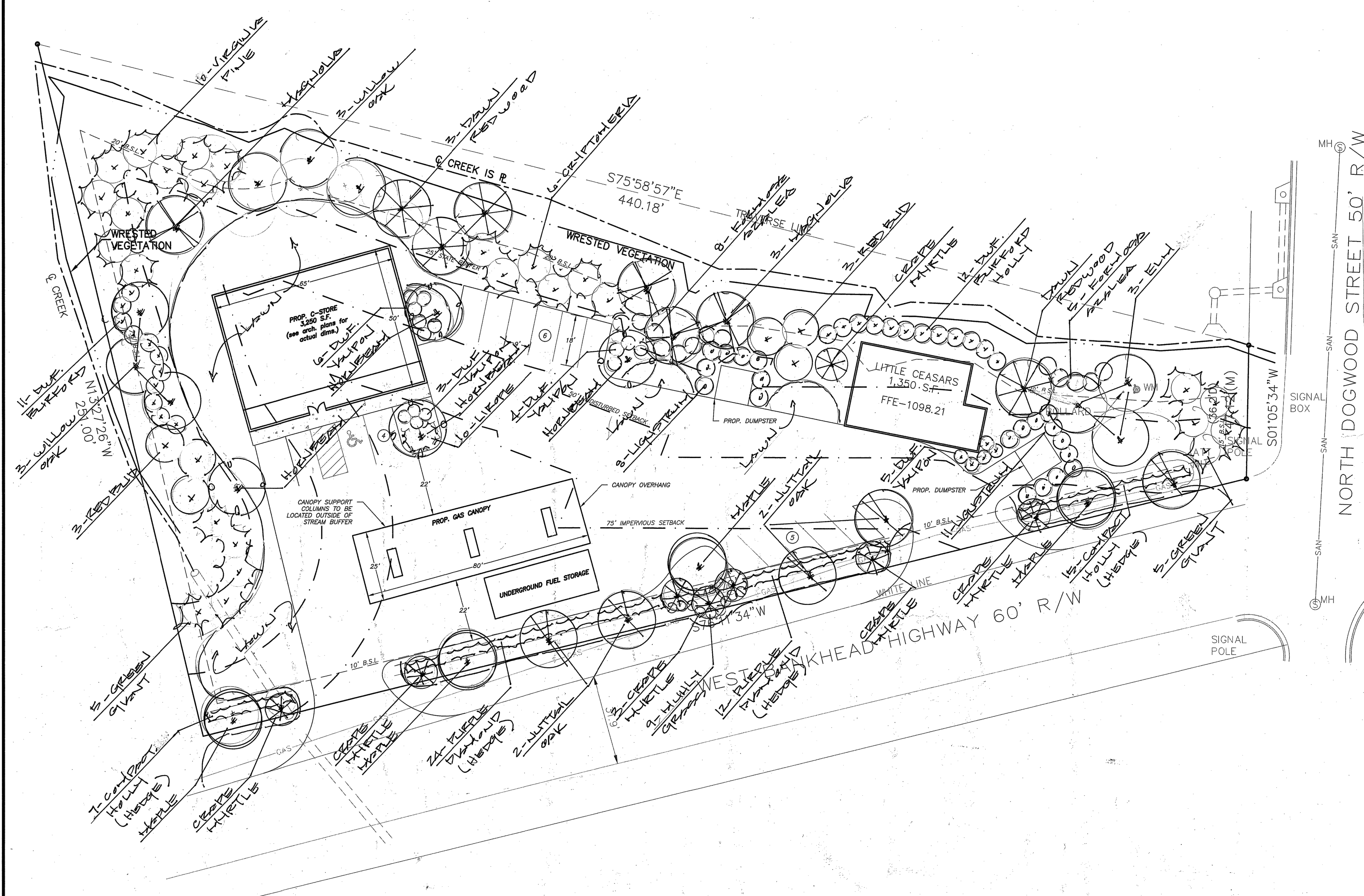
SCALE: 1" = 20'

Job: 2022-LSA-17

ISSUE: B.0

SHEET 6 OF 9

Woodruff
Design Associates
3301 Stewart Lake Road
Monroe, GA 30655



PROJECT NOTES:

Owner: MCKEY LLC
1400 INDIAN TRAIL
LILBURN, GA 30093

Developer: Atai Construction
1400 INDIAN TRAIL
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 13045C0156D, dated 9/18/2007 and is not located within a special flood hazard zone.
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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.
- 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	LAGERSTROMIEIA '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. YAUPON	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'	MUHLY 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
landassociates@gmail.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

MULCHING

Ds1

USE DRY STRAW OR DRY HAY OF GOOD QUALITY AND FREE OF WEED SEEDS. DRY STRAW OR HAY SHALL BE APPLIED AT THE RATE OF 2.5 TONS PER ACRE. MULCHING SHALL BE USED MULCH WILL BE SPREAD UNIFORMLY WITHIN 24-HOURS AFTER SEEDING. MULCH SHALL BE USED DURING MONTHS THAT GRASSING SOULD NOT BE APPLIED BASED ON THE SCHEDULE BELOW.

TEMPORARY GRASSING

Ds2

TEMPORARY GRASSES SHALL CONSIST OF SOWING A QUICK GRASS SUCH AS RYE, BROWN TOP MILLET, OR GRASS SUITABLE TO THE AREA AND SEASON. LINE AND FERTILIZER WILL BE OMITTED. MULCH IS NOT REQUIRED BUT SHOULD BE USED AS DICTATED BY SITE CONDITIONS. TEMPORARY GRASSING IS REQUIRED WHEN DISTURBED AREA IS LEFT EXPOSED MORE THAN 14 DAYS.

PLANTING DATES

SPECIES	RATE/ACRE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
RYE GRASS	40 lbs												
BROWN MILLET	10-40 lbs*												
RYE	1/2-2 lbs*												
WEEDING LOVEGRASS	2-4 lbs*												
ANNUAL LESPEDEZA	10-40 lbs*												
SUDAN GRASS	40 lbs												
WHEAT	1/2-3 lbs*												

* MAX. AMOUNT TO BE USED EXCEPT WHEN MIXED WITH OTHER PERENNIALS.

PERMANENT GRASSING

Ds3

PERMANENT GRASSING SHALL CONSIST OF GROUND PREPARATION, LIMING, FERTILIZATION, MULCHING AND SEEDING. THE GROUND SHALL BE PREPARED BY PLOWING AND DISKING TO A DEPTH NOT LESS THAN 4". FERTILIZER AND LIME SHALL BE UNIFORMLY MIXED INTO THE GROUND, WITH FERTILIZER AT THE RATE OF 1500lb/ACRE AND LIME AT THE RATE OF 2000lb/ACRE. THE GROUND SHALL BE FINISHED OFF SMOOTH AND UNIFORM AND BE FREE OF ROCKS, CLODS, ROOTS AND WEEDS. FERTILIZER SHALL BE APPLIED PER THE TABLE BELOW. WEATHER PERMITTING, SEEDING SHALL BE DONE WITHIN 24 HOURS OF FERTILIZER APPLICATION. SEED SHALL BE UNIFORMLY SPREAD AT THE RATES SHOWN BELOW. MULCHING IS REQUIRED AND SHALL BE DONE IMMEDIATELY AFTER SEEDING. MULCH SHALL BE UNIFORMLY APPLIED OVER THE AREA LEAVING APPROXIMATELY 25% OF THE GROUND SURFACE EXPOSED. THE RATE OF APPLICATION SHALL BE DOUBLED ON SLOPES STEEPER THAN 4:1.

GRASSING RATES AND SCHEDULE

PLANTING DATES

SPECIES	RATE/ACRE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
TALL FESCUE	30-50 lbs*												
UNSCARIFIED SERICIA (LESPEDEZA)(a)	75 lbs												
SCARIFIED SERICIA (LESPEDEZA)(b)	60 lbs												
WEEDING LOVE GRASS	2-4 lbs*												
UNHILLED BERMUDA	6-10 lbs*												
HILLED BERMUDA	6-10 lbs*												
PENSACOLA PALMHA	30-60 lbs*												

* MAX. AMOUNT TO BE USED EXCEPT WHEN MIXED WITH OTHER PERENNIALS.

(a) MIX WITH TALL FESCUE OR WINTER ANNUALS.

(b) USE EITHER COMMON SERIALA, OR INTERSTATE SERICIA LESPEDEZA.

LIMING RATES

Agricultural lime is required at the rate of 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.

FERTILIZER REQUIREMENTS

TYPES OF SPECIES	YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE	N TOP DRESSING RATE
1. Cool season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50-100 lbs/ac/ 1/2 30
2. Cool season grasses and legumes	First Second Maintenance	6-12-12 6-10-10 6-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	9-50 lbs./ac. 1/ -
3. Ground Covers	First Second Maintenance	10-10-10 10-10-10 10-10-10	1300 lbs./ac. 3/ 1300 lbs./ac. 3/ 1100 lbs./ac.	- - -
4. Shrub Lespedeza	First Maintenance	6-10-10 6-10-10	700 lbs./ac. 700 lbs./ac. 4/	-
5. Warm season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 800 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 2/ 6/ 30-100 lbs./ac. 2/ 30 lbs./ac.
6. Warm season grasses and legumes	First Second Maintenance	6-12-12 6-10-10 6-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50 lbs./ac. 6/

Ds1, Ds2, Ds3.dwg

APPROVED TACKIFIERS AND BINDERS

PRODUCT OR TRADE NAME	RECOMMENDED APPLICATION RATE
A500 HYDRO-STIK	40 lb./ac.
Agro Track MP	PMR
CONWED CON-TAC	40 lb./ac.
Eco Tak-OP/Eco Tak-SATI PMR	
Emulsified Asphalt	100 gal. of SS-1b or CSS-1b and 100 gal. of water per ton of mulch
Hercules Soiloc-E	PMR
HYDRO-BOND	35 lb./ac.
RMB-plus	80-120 lb./ac.
TACPAC GT	PMR
TERRA-MULCH	
TACKING AGENT III	PMR

Du

Tb

DUST CONTROL

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. TOPSOIL PROPERLY APPLIED WILL HELP GUARANTEE A STAND. DON'T USE TOPSOIL RECENTLY TREATED WITH HERBICIDES OR SOIL STERILANTS. MIX FERTILIZER INTO SOIL SURFACE. FERTILIZE BASED ON SOIL TEST OR TABLE 6-6.1.

MAINTENANCE:

RE-SOD AREAS WHERE AN ADEQUATE STAND OF SOD IS NOT OBTAINED. NEW SOD SHOULD BE MOWED SPARINGLY. GRASS HEIGHT SHOULD NOT BE CUT LESS THAN 2"-3" OR AS SPECIFIED (SEE FIGURE 6-6.2) APPLY ONE TON OF AGRICULTURAL LIME AS INDICATED BY SOIL TEST OR EVERY 4-6 YEARS. FERTILIZE GRASSES IN ACCORDANCE WITH SOIL TEST OR TABLE 6-6.3.

TABLE 6-6.1
FERTILIZER REQUIREMENTS FOR SOIL SURFACE APPLICATION

FERTILIZER TYPE	FERTILIZER RATE (lbs./acre)	FERTILIZER RATE (lbs./sq.ft.)	SEASON
10-10-10	1000	.025	FALL

AGRICULTURAL LIME SHOULD BE APPLIED BASED ON SOIL TEST OR AT A RATE OF 1 TO 2 TONS PER ACRE.

INSTALLATION:

LAY SOD WITH TIGHT JOINTS AND IN STRAIGHT LINES. DON'T OVERLAP JOINTS. STAGGER JOINTS AND DO NOT STRETCH SOD (SEE FIGURE 6-6.2) ON SLOPES STEEPER THAN 3:1, SOD SHOULD BE ANCHORED WITH PINS OR OTHER APPROVED METHODS. INSTALLED SOD SHOULD BE ROLLED OR TAMPED TO PROVIDE GOOD CONTACT BETWEEN SOD AND SOIL. IRRIGATE SOD AND SOIL TO A DEPTH OF 4" IMMEDIATELY AFTER INSTALLATION. SOD SHOULD NOT BE CUT OR SPREAD IN EXTREMELY WET OR DRY WEATHER. IRRIGATION SHOULD BE USED TO SUPPLEMENT RAINFALL FOR A MINIMUM OF 2-3 WEEKS.

MATERIALS:

SOD SELECTED SHOULD BE CERTIFIED. SOD GROWN IN THE GENERAL AREA OF THE PROJECT IS DESIRABLE.
1. SOD SHOULD BE MACHINE CUT AND CONTAIN 3/4" (+OR- 1/4") OF SOIL, NOT INCLUDING SHOOTS OR THATCH.
2. SOD SHOULD BE CUT TO THE DESIRED SIZE WITHIN + OR - 5%. TORN OR UNEVEN PADS SHOULD BE REJECTED.
3. SOD SHOULD BE CUT AND INSTALLED WITHIN 36 HOURS OF DIGGING.
4. AVOID PLANTING WHEN SUBJECT TO FROST OR HOT WEATHER IF IRRIGATION IS NOT AVAILABLE.
5. THE SOD TYPE SHOULD BE SHOWN ON THE PLANS OR INSTALLED ACCORDING TO TABLE 6-6.2. SEE FIGURE 6-4.1 OF THE MANUAL FOR EROSION CONTROL IN GEORGIA FOR YOUR RESOURCE AREA.

TABLE 6-6.2
SOD PLANTING REQUIREMENTS

GRASS	VARIETIES	RESOURCE AREA	GROWING SEASON
BERMUDAGRASS	COMMON TIFWAY TIFOREN TIFLAWN	M-L,P,C P,C P,C P,C	WARM WEATHER
BAHAGRASS	PENSACOLA	P,C	WARM WEATHER
CENTPEDE	-	P,C	WARM WEATHER
ST. AUGUSTINE	COMMON BITTERBLUE RALEIGH	C	WARM WEATHER
ZOYSIA	EMERALD MYER	P,C	WARM WEATHER
TALL FESCUE	KENTUCKY	M-L,P	COOL WEATHER

TABLE 6-6.3
FERTILIZER REQUIREMENTS FOR SOD

TYPES OF SPECIES	PLANTING YEAR	FERTILIZER (N-P-K)	RATE (lbs./acre)	NITROGEN TOP DRESSING RATE (lbs./acre)
COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 1000 400	50-100 - 30
WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 800 400	50-100 50-100 30

SODDED WATERWAYS

FIGURE 6-6.1

USE PEGS OR STAPLES TO FASTEN SOD FIRMLY AT THE ENDS OF STRIPS AND IN THE CENTER, OR EVERY 3-4 FEET IF THE STRIPS ARE LONG. WHEN READY TO MOW, DRIVE PEGS OR STAPLES FLUSH WITH THE GROUND.

IN CRITICAL AREAS, SECURE SOD WITH NETTING. USE STAPLES.

INCORRECT

CORRECT

LAY SOD IN A STAGGERED PATTERN, BUT THE STRIPS TIGHTLY AGAINST EACH OTHER. DO NOT LEAVE SPACES AND DO NOT LEAVE OVERLAP. A SHARPENED MASON'S TROWEL IS A HANDY TOOL FOR TUCKING DOWN THE ENDS AND TRIMMING PIECES.

BUTTING - ANGLED ENDS CAUSED BY THE AUTOMATIC SOD CUTTER MUST BE MATCHED CORRECTLY.

ROLL SOD IMMEDIATELY TO ACHIEVE FIRM CONTACT WITH SOIL.

WATER TO A DEPTH OF 4" AS NEEDED. WATER WELL AS SOON AS SOD IS LAID.

MOW WHEN THE SOD IS ESTABLISHED - IN 2-3 WEEKS. SET THE MOWER HIGH (2"-3")

APPEARANCE OF GOOD SOD

SHOOTS OR GRASS BLADES. GRASS SHOULD BE GREEN AND HEALTHY. MOWED AT 2"-3" HEIGHT.

THATCH - GRASS CLIPPINGS AND DEAD LEAVES, UP TO 1/2" THICK.

ROOT ZONE - SOIL AND ROOTS. SHOULD BE 1/2" - 3/4" THICK, WITH DENSE ROOT MAT FOR STRENGTH.

FIGURE 6-6.2

Ds4 SODDED

POST (TYP.)

WOVEN WIRE REINFORCEMENT

30"

24"

18"

30"

28"

18"

WOVEN WIRE REINFORCEMENT

FLOW

4" LONG STEEL POST W/ MIN. WEIGHT = 1.3 LBS./FT. SPACED AT 4 O.C. MINIMUM OVERLAP OF 18" IS TO BE PROVIDED AT ALL SPLIT JOINTS

D.O.T. APPROVED FABRIC (36") WITH WOVEN WIRE FABRIC WHEN SLOPES ARE GREATER THAN 3:1. USE WIRE STAPLE FASTENERS W/ 17 GAUGE MIN., 3/4" CROWN, 1/2" LEGS & 5 STAPLES PER POST MINIMUM.

SILT FENCE TYPES

WIDTH OF FABRIC	USE
TYPE A (36")	1. On developments where the life of the project is greater than or equal to 6 months. 2. Where the slope gradient is steeper than 3:1.
TYPE B (22")	1. On projects, such as residential home sites or small commercial developments where the life of the project is less than 6 months. 2. Where the slope gradient is less than or equal to 3:1.
TYPE C (36") or TYPE S (Sensitive)	1. Where fill slopes exceed a vertical height of 20 feet and the slope gradient is steeper than 3:1.

POST SIZE

MINIMUM LENGTH	TYPE OF POST	SIZE OF POST
4'	SOFT WOOD OAK STEEL	3"Ø or 2"x4" 1.5"x1.5" 1.3 lb/ft min.
3'	SOFT WOOD OAK STEEL	2"Ø or 2"x2" 1"x1" 0.75 lb/ft min.
4'	STEEL	1.3 lb/ft min.

FASTENERS FOR WOOD POST

GAUGE	CROWN	LEGS	STAPLES/POST
17 min.	3/4" wide	1/2" long	5 min.

WIRE STAPLES

GAUGE	LENGTH	BUTTON HEADS	NAILS/POST
14 min.	1"	3/4"	4 min.

NAILS

NOTE: Fabric may also be attached to the post by wire, cord, and pockets.

Sd1 SILT FENCE - TYPE "C"
SILT FENCE - TYPE "S" SENSITIVE

Sd1 silt fence

Sd1-S

SILT FENCE WITH WIRE BACKING ON BOTH SIDES

18" EXCAVATION DEPTH (MIN.)

CRUSHED STONE OR COMPACTED BACKFILL

TOE FABRIC IN 12" MIN.

DRAINAGE STRUCTURE

DRIVE POSTS IN 18" MIN. DEPTH

2:1 SLOPE MAX.

5'

8"

EXCAVATE (MIN.)

SECTION

EXCAVATION LIMITS, SEE PLAN FOR DIAMETER.

STORM DRAINAGE STRUCTURE

Sd1-S

SILT FENCE WITH WIRE BACKING ON BOTH SIDES

STEEL POSTS (MAX. 3" O.C.)

WOOD OR METAL CROSS BRACING

PLAN

SEDIMENT TRAP

Sd2-F

Sd2-F Sediment Trap

STAPLES (2 PER BALE)

STRAW BALE

BINDING WIRE

10 mil PLASTIC LINING

NATIVE MATERIAL (OPTIONAL)

SECTION B-B' NOT TO SCALE

3m MINIMUM

STAKE (TYP.)

VARIES

10 mil PLASTIC LINING

PLAN NOT TO SCALE

TYPE "ABOVE GRADE" WITH STRAW BALES

PLYWOOD 1200 mm x 610 mm PAINTED WHITE

BLACK LETTERS 150 mm HEIGHT

LAG SCREWS (12.5 mm)

WOOD POST (89 mm x 89 mm x 2.4 m)

CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)

915 mm

915 mm

50 mm

3.05 mm DIA. STEEL WIRE

STAPLE DETAIL

CONCRETE WASHDOWN

Concrete Washdown

TEMPORARY SEDIMENT POOL

3:1 SLOPE

1' MIN

2' MAX

WIRE MESH (OPTIONAL)

DROP INLET WITH GRADE

Sd2-G

GRAVEL DONUT DROP INLET PROTECTION

NOT TO SCALE

Sd2-G Gravel

CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM

50' MIN.

FLOW

FLOW

CULVERT UNDER ENTRANCE (IF NEEDED)

DIVERSION RIDGE (SEE NOTE 6)

N.S.A. R-2 (1.5" - 3.5") COARSE AGGREGATE

GEOTEXTILE UNDERLINER

TIRE WASHRACK AREA / TIRE WASHERS

SUPPLY WATER TO WASH WHEELS IF NECESSARY

6" MIN.

20' MIN.

ENTRANCE ELEVATION

GEOTEXTILE UNDERLINER

COARSE AGGREGATE

6" MIN.

ORIGINAL GRADE

NOTES:

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.

2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.

3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).

4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".

5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.

6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.

7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.

8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).

9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.

10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

Co CONSTRUCTION EXIT PAD

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

CONSTRUCTION DETAILS I FOR VILLA RICA C-STORE

WOODRUFF Design Associates 3301 Stewart Lake Road Monticello, GA 30655

REGISTERED PROFESSIONAL ENGINEER 12/1/2022 NATHAN WOODRUFF

CONSTRUCTION DETAILS I

12/2/2022

SCALE: 1" = 20'

JOB: 2022-LSA-17

ISSUE: B.0

SHEET 8 OF 9

CURB AND GUTTER

NOTE: IN EXCAVATED AREAS WHERE D = 2'-0" OR LESS IN WIDTH BETWEEN THE EXISTING PAVING AND NEW CURB AND GUTTER, CLASS "A" CONCRETE WILL BE PLACED IN LIEU OF THE BASE AND PAVING SPECIFIED BY THE TYPICAL SECTION.

IN EXCAVATED AREAS FROM WHERE D IS FROM 2'-0" TO 5'-0" IN WIDTH THE DEVELOPER MAY PLACE CLASS "A" CONCRETE IN LIEU OF THE BASE AND PAVING.

IN EXCAVATED AREAS WHERE D IS GREATER THAN 5'-0" IN WIDTH THE DEVELOPER SHALL PLACE BASE AND PAVING AS SPECIFIED ON THE TYPICAL SECTION.

CLASS "A" CONCRETE IS AS DEFINED BY THE GEORGIA DOT.

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

HANDICAPPED RAMP AND VAN ACCESSIBLE HANDICAPPED PARKING

NOTE: Δ = 0 FOR PARALLEL PARKING

HANDICAP SPACES:

1. MINIMUM 13' WIDE.
2. WITHIN 200' OF ENTRANCE.
3. WALKS UNINTERRUPTED, NO STEPS, AT LEAST TWO SPACES.
4. UP TO 400 SPACES SHALL HAVE 2% HANDICAP BUT NO LESS THAN 2.
5. MORE THAN 400 SPACES SHALL HAVE EIGHT SPACES PLUS 1% FOR HANDICAP.

ANGLE OF PARKING	DEPTH OF STALL	ANGLE	WIDTH	A+B	C	D	E	F	G	H	A1	C1	C2
0°	9.0	12.0	21.0	30.0	22.0	---	---	---	---	---	---	---	42.0
45°	19.1	13.0	32.1	51.2	12.7	9.0	27.0	19.1	3.2	15.9	44.8	55.8	---
60°	20.1	18.0	38.1	58.2	10.4	9.0	23.2	11.6	2.3	17.8	53.6	59.6	---
90°	18.0	24.0	42.0	60.0	9.0	9.0	---	---	---	---	---	---	60.0

CITY OF VILLA RICA
DEPARTMENT OF PUBLIC WORKS

OFFSTREET PARKING
CONSTRUCTION STANDARD

DATE: JAN. 2018	STANDARD NO.
APPROVED:	3.8.10a

HANDICAPPED RAMP AND VAN ACCESSIBLE HANDICAPPED PARKING

NOTE: PERMIT REQUIRED FOR ALL STREET CUTS

NOTES:

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

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

TYPICAL PAVEMENT REPAIR

NOTE: IF CONCRETE PAVEMENT, REPLACE WITH ORIGINAL THICKNESS (MINIMUM 8"). FLUSH WITH EXISTING PAVEMENT.

NOTE: PERMIT REQUIRED FOR ALL STREET CUTS

NOTES:

1. PERMISSION MUST BE OBTAINED TO OPEN CUT EXISTING ROADS.
2. ROADWAYS WILL GENERALLY BE BORED 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.
		APPROVED:	3.8.11

GDOT HATCHING DETAIL "B" (YELLOW)

CROSSWALK DETAIL

* USED WHEN THE LANE WIDTH EXCEEDS 2' OR WHEEL LANE LINES HAVE BEEN OMITTED

** OR WIDTH OF SIDEWALK WORKSHEET IS GREATER

GDOT HATCHING DETAIL "C" (WHITE)

NOTES:

- USE DIMENSIONS SHOWN FOR ROADS.
- REDUCE DIMENSIONS SHOWN BY 50% FOR PARKING LOTS AND DRIVES.
- PAINT SHALL COMPLY WITH SECTION 652 OR 653 OF GDOT'S STANDARDS & SPECIFICATIONS OF ROADS AND BRIDGES.

PAVEMENT MARKINGS

NOT TO SCALE

FILE MARK

1/2" EXPANSION JOINT MATERIAL EVERY 200'

NOTE: 1/2" PREMOLDED EXPANSION JOINT AT DRIVEWAYS, CURBS ETC. 5'-0" SIDEWALK CUT IN 5'-0" SQUARES 1 1/2" GROOVES.

TYPICAL SECTION OF 5'-0" SIDEWALK

NOTE: SIDEWALK TO BE CONSTRUCTED OF CLASS "A" CONCRETE AS DEFINED BY THE GEORGIA DOT.

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

WHEELCHAIR RAMP

NOTES:

1. THE LOCATION OF CROSSWALK LINES & STOP BARS, WHEN REQUIRED, WILL BE COORDINATED WITH THE LOCATION OF THE RAMPS.
2. RAMPS WILL BE CONSTRUCTED OF CLASS "A" CONCRETE AS DEFINED BY THE GEORGIA DOT AND SHALL INCLUDE FIBER REINFORCEMENT.

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

MASONRY DUMPSTER DETAIL

WALL SECTION

WALL ELEVATION

NOT TO SCALE

STD. DUTY ASPHALT PAVING

CONCRETE DETAIL

NOT TO SCALE

FILE MARK

LANDSCAPE SHOULDER DETAIL

NOT TO SCALE

LS10

LANDSCAPE ISLAND DETAIL

NOT TO SCALE

LS09

INVERTED RAISED CURB

24" STANDARD CURB

NOT TO SCALE

Curb 6x24inch 2

DETAIL-CONC. SIDEWALK

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

Conc sidewalk

HANDICAPPED PARKING SIGN

NOT TO SCALE

FILE SIGN

**CITY OF VILLA RICA
COMMUNITY DEVELOPMENT DEPARTMENT**

Project: 395 West Bankhead Highway

Review: Construction Drawings

Plan Date: 8/10/22 (Revised 2/27/23)

Review Date: 2/28/23 (revised 3/7/23)

Review #: 1

Fee: \$2,000 (UNPAID)

Reviewer: Ron Johnson, Planning & Zoning Administrator

Determination: DENIAL

Plan Review Notes:

- ▶ Section 7.02(8) Barriers.- Wherever a parking space extends to a property line, sidewalk, walkway, landscaping, or fencing, the inclusion of wheel stops, concrete curbs, or other suitable barriers shall be required in order to prevent any part of a parked vehicle from extending beyond the property line, sidewalk, or walkway, and from destroying the screening materials.
 - ▶ All parking spaces extending to the above-cited areas shall have wheel stops, concrete curbs, or other barrier installed. Please show on the plans or place a note on the plans.
- ▶ Section 7.02(15)(b) STACKING SPACES FOR DRIVE-THROUGH BUSINESSES. Businesses utilizing drive-through windows or those that offer drive-through facilities shall provide a minimum of:
 - (i) Seven (7) stacking spaces per vehicular service window for restaurants and coffee houses.
 - ▶ Seven queuing spaces are required for the Little Caesars restaurant.
- ▶ The included parking calculation provided are incorrect. Please update the figures on the plat to accurately display the number of spaces on the plan. Table 7.4: Minimum Parking Space Requirements requires a minimum of 6 spaces for the convenience store, 1 space per pump (6 required) and one (1) space per three seats plus one (1) space for each employee on the largest shift for the Little Caesar's restaurant.
- ▶ The zoning information appears to have come from the City of Chamblee. Please update the zoning chart on the plans accordingly.
- ▶ Section 7.03(2)(a)(i) Entrance Drives and Driveway Widths. Entrance drives shall conform to the following minimum pavement widths up to and at the point which they intersect the public right-of-way. The distances for these standards shall be determined by measuring from the outside edges of the curb or pavement (whichever is more) of the entrance or drive at the public right-of-way which it accesses. The distance shall not include any acceleration or deceleration lanes or turning radii. The width shall be: (1) Fourteen (14) feet per lane (exclusive of any medians) if from a non-residential or multifamily residential use onto any type of street.
 - ▶ The entrance driveways are required to have 14' travel lanes.
- ▶ Section 7.03(2)(a)(ii)(1) Design and Construction of the Parking Lot Entrance Drive. For every new or converted multi-family, commercial, industrial and quasi-public use, the following standards shall apply:
 - (1) Length of entrance drive to be kept free of parking maneuvers (backing up, three-point turns, initial parking) shall meet the requirements of Table 7.5: Parking Lot Drive Length.
 - ▶ A 20' parking lot entrance drive length is required for all lots with 1-39 parking spaces.

CITY OF VILLA RICA
COMMUNITY DEVELOPMENT DEPARTMENT

- ▶ Green Giant Arborvitae and Crape Myrtle, and Nuttall Oak are not one of the approved tree species in Table 7.13 or 7.14. Please include tree species within the landscape strip that are on one of those tables.
- ▶ 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.
 - ▶ Please show the 20' landscaping buffer on the plans.
- ▶ Section 7.05(11) MECHANICAL EQUIPMENT BUFFERING STANDARDS. Mechanical equipment materials and buffering standards applicable to the multifamily residential and nonresidential zoning districts:
 - a) Ground Level. All outdoor storage areas for completed products manufactured on-site, production materials, building-mounted utilities, outdoor refrigeration units and mechanical equipment located on the ground shall be screened consistent with the following requirements. In no instance shall this be interpreted as applying to merchandise for sale that is temporarily or seasonally placed outdoors.
 - i) Fencing. A minimum six (6) feet tall, one-hundred percent (100%) opaque fence of wood, brick, or stone construction shall completely screen the area from the view of public streets and adjacent properties. Opaque six (6) feet tall gates shall be provided to access the facility. The gates shall generally remain closed, except when immediate access to the area is required.
 - ii) Landscape Screening. Evergreen planting shall be provided around the exterior perimeter of the required fencing.
 - (1) Evergreen shrubs shall be a minimum of two (2) feet tall at the time of planting, and planted at a maximum of three (3) feet on center. Wider spacing may be permitted depending on the species and upon approval of the Director.
 - ▶ Please indicate planting schedule or fencing for the proposed dumpster. This area is required to be buffered and screened.
- ▶ Section 7.12 Outdoor Lighting
 - ▶ No Lighting Plan was submitted with the plans. Please note that light spillage shall not exceed 0.50 on average at the property lines.
- ▶ Section 7.13 Open Space Requirement
 - ▶ Please include a sheet for open space showing all areas of qualifying open space to be used within the plan. All C1 zoned developments required 5% of the lot to be set aside for open space. Please see this section of the ordinance for what is considered qualifying open space versus nonqualifying open space.
- ▶ Section 8.09(4)(a) Location. Drive-in establishments/uses as accessory uses shall not be located within the front yard of the principal building.
 - ▶ Please show the proposed location of the drive-through for Little Caesars. The drive-thru cannot be located in front of the structure.
- ▶ Section 8.09(5)(a) Stacking Space Schedule. The minimum number of stacking spaces required shall be as shown in Table 8.2: Stacking Space Schedule below. The number of stacking spaces required may be reduced or expanded in conformance with ITE

CITY OF VILLA RICA
COMMUNITY DEVELOPMENT DEPARTMENT

Transportation and Land Development (Stover and Koepke, 1988) which is incorporated with reference hereto, upon recommendation of the Community Development Director.

- ▶ Please show all stacking spaces on the plans. 8 spaces are required for a drive-thru restaurant.
- ▶ Section 9.04(4) PARKING LAYOUT. In addition to the minimum requirements, a maximum of fifty (50%) percent of the required parking shall be located between the front façade and the primary street. The balance of the parking shall be to the rear or side of the primary building.
 - ▶ More than 50% of the required parking is located within the front yard area. No more than 8 parking spaces can be located between the front façade and primary street based on 21 parking spaces.
- ▶ Section 9.04(6)(a) PEDESTRIAN FACILITIES. A connection shall be established from abutting streets with sidewalks to the entrance of primary structures through the use of sidewalks and special demarcation.
 - ▶ Please provide pedestrian linkages to the primary entrances from abutting streets.
- ▶ Section 9.04(6)(c) PEDESTRIAN FACILITIES. Sidewalks shall be a minimum of six (6) feet wide and shall connect the commercial areas to adjacent residential, office and recreational uses.
 - ▶ Off-site sidewalks are required along North Dogwood Street. Please indicate the width of sidewalks in front of the convenience store.
- ▶ Section 9.04(6)(e) PEDESTRIAN FACILITIES. Sidewalks adjacent to customer entries shall be a minimum of eight (8) feet wide.
 - ▶ All sidewalks adjacent to the building are required to be 8' in width at minimum.
- ▶ Elevation Plans are required with Civil Plan Reviews.
 - ▶ Elevation drawings were not included with the Civil Plans. Please submit architectural plans for review to the Section 9.04 *Nonresidential Design Standards*.

DISCLAIMER:

I reserve the right to make additional comments based upon further review or submission of revised plans or new information. All review determinations are based upon local, state and/or federal ordinances and laws. Please note that the Community Development Department assesses additional review fees (\$150 per occurrence) for projects requiring multiple review submissions. This additional fee is assessed for all secondary reviews, as specified within the City of Villa Rica Fee Schedule (updated 7/19/2022). Any deviations from the city's zoning ordinance requires variance approval before the Villa Rica City Council or an approved Administrative Variance from my office.



Ronald Johnson, Planning & Zoning Administrator

3/9/2023

Date



June 14, 2023

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

Re: Planning Report
Jerry Tolbert
VA-04-23
924 Carrollton- Villa Rica Highway
Land Lot 126, District 6
Parcel # V06 0040016
Acreage: 1.25
Ward: 2
City Council Member: Matthew Momtahan
Planning Board Member: David Rogers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Campbell:

Jerry Tolbert (the Applicant) seeks a variance from the city's zoning ordinance for relief from Section 7.02(5) *Paving and Drainage*, which requires a hard, dustless parking surface, whereas the applicant is proposing a 60' x 20' parking area. The variance is outlined in Section D.

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

1. Application for a Variance, dated May 30th, 2023 (2 pages);
2. Applicant Letter of Intent, prepared by the applicant, undated (1 page);
3. Hand-Drawn Site Plan, undated, by an unknown preparer (1 page);
4. Carroll County Property Tax Records, undated, prepared by the applicant (1 page).



A. Existing Conditions

The subject property is located east of Carrollton-Villa Rica Highway (Highway 61) and west of Tolbert Drive. The lot is a triangular shaped lot with two frontages. The parcel has approximately 395' of frontage along Highway 61 and approximately 550' of frontage along Tolbert Drive. The property is relatively flat with rolling hills, and does not feature any bodies of water.

The parcel is currently zoned Commercial Low-Density (C2) and features a single-story 1,940 square foot commercial building housing a convenience store with gasoline pumps and an associated 30' x 60' awning structure. The parcel borders a city boundary with unincorporated Carroll County to the south and east.

The parcel is directly adjacent to the C2 zone to the north, and Single-Family Agricultural (AG) zone to the west. Existing commercial service establishments border the property to the north, including a Bojangles restaurant. West of the site across Highway 61 is vacant land. East of the site is vacant land, and south of the site are legacy residential properties on larger lots.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Medium-Density (C2)	Suburban Village
East	Manufactured Home Subdivision (MHS) (Unincorporated Carroll County)	Residential
South	Commercial (C) (Unincorporated Carroll County)	Commercial
West	Single-Family Agricultural (AG)	Suburban Village



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

B. Site History

The parcel features a 1,940 square foot single-story commercial building that houses a convenience store and gas station with pumps. The building was constructed in 1970 and renovated in 1995. The property was zoned under the UDC as General Commercial (GC) until the citywide rezoning effort in 2020 changed the property to C2, which was a lateral change in zoning.

C. Proposed Development

The applicant is proposing to operate a business selling residential storage buildings. The applicant's business is mostly unmanned and has an entirely electronic point of sale system. One building will serve as an on-site office.

The applicant is requesting relief from Section 7.02(5) *Paving and Drainage* in order to install a 60' x 20' gravel parking lot, whereas city code requires a paved and dustless hard surface for all parking and drive aisles.



Flood Plain

The subject property is not located within a flood zone. The property is located within Zone X, which is considered an area with minimal flood hazard. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

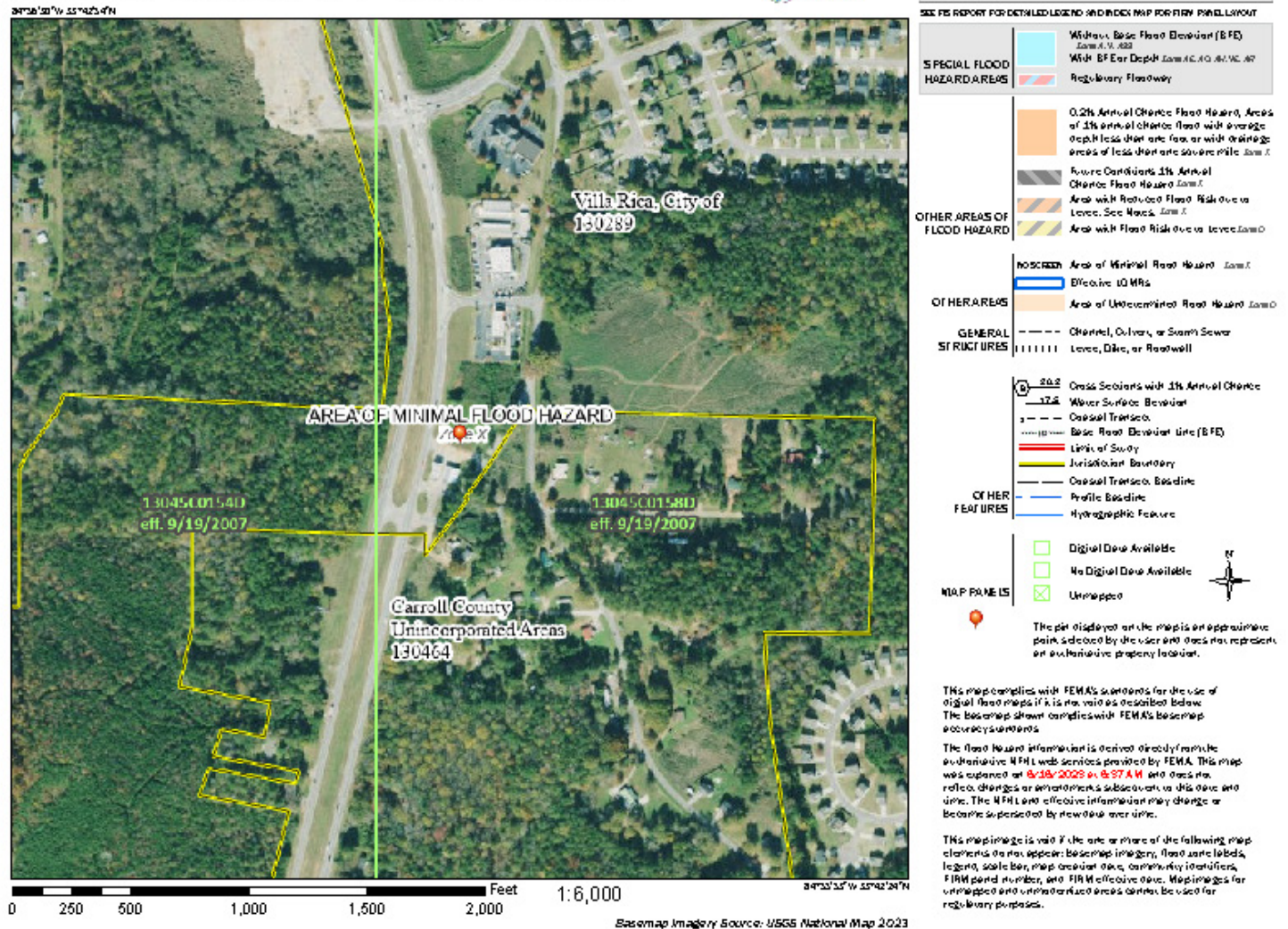


Figure 2: FEMA Flood Map



D. Variances

The applicant has requested a variance from the city's zoning ordinance as outlined below. The applicant's stated reasons for not complying with the ordinance is to match the existing unpaved driveway on property that would connect to the proposed parking pad for uniformity.

The Applicant has requested variance relief for the following:

1. Section 7.02(5) Paving and Drainage: All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.

The gravel parking lot is not a hard, dust-free surface.

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 uniformity with existing conditions on site. Staff could not identify any land use benefits from an approval of the requested variance. A potential detriment of permitting the gravel parking lot is setting a precedent on a retail lot in the city, the potential maintenance issues with compacted gravel, and the lack of controlled stormwater for the parking pad. In addition, the gravel has not been indicated as decorative gravel (such as pea stone). With this area potentially being used also for a loading zone, staff has concerns that the gravel will breakdown and compact in a short period of time and will need consisting respreading.

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

"Suburban Neighborhoods are characterized by detached, single-family homes at low to moderate density residential development and neighborhoods. Higher densities in suburban areas are established through in planned developments. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. Such connections should be provided in new developments."

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



Variance Decision Criteria

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

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

The approval of the variances would not satisfy Americans with Disabilities Act (ADA) requirements for parking lots, which our current ordinance is based on. The ADA requires firm, stable and slip-resistant surfaces. Gravel is generally not considered to be a complying ground surface for new construction or alterations as it does not provide the necessary stability, and is particularly difficult for people who use wheelchairs and other types of mobility aids to traverse.

- 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 request is self-imposed in nature as both the pad and drive aisle should be paved if being used for new developmental purposes, and the applicant is not proposing to complete either. The request appears to be based on the perceived cost of a paved solution.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation: DENIAL

1. Section 7.02(5) Paving and Drainage: All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical



Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.

- Recommendation: DENIAL
- Reasons: The request is self-imposed. The applicant cannot meet applicable ADA regulations for non-slip surfaces. Long term maintenance of the gravel, the lack of a decorative gravel solution and uncontrolled water runoff from the site are all general staff concerns.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on June 20th; 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,

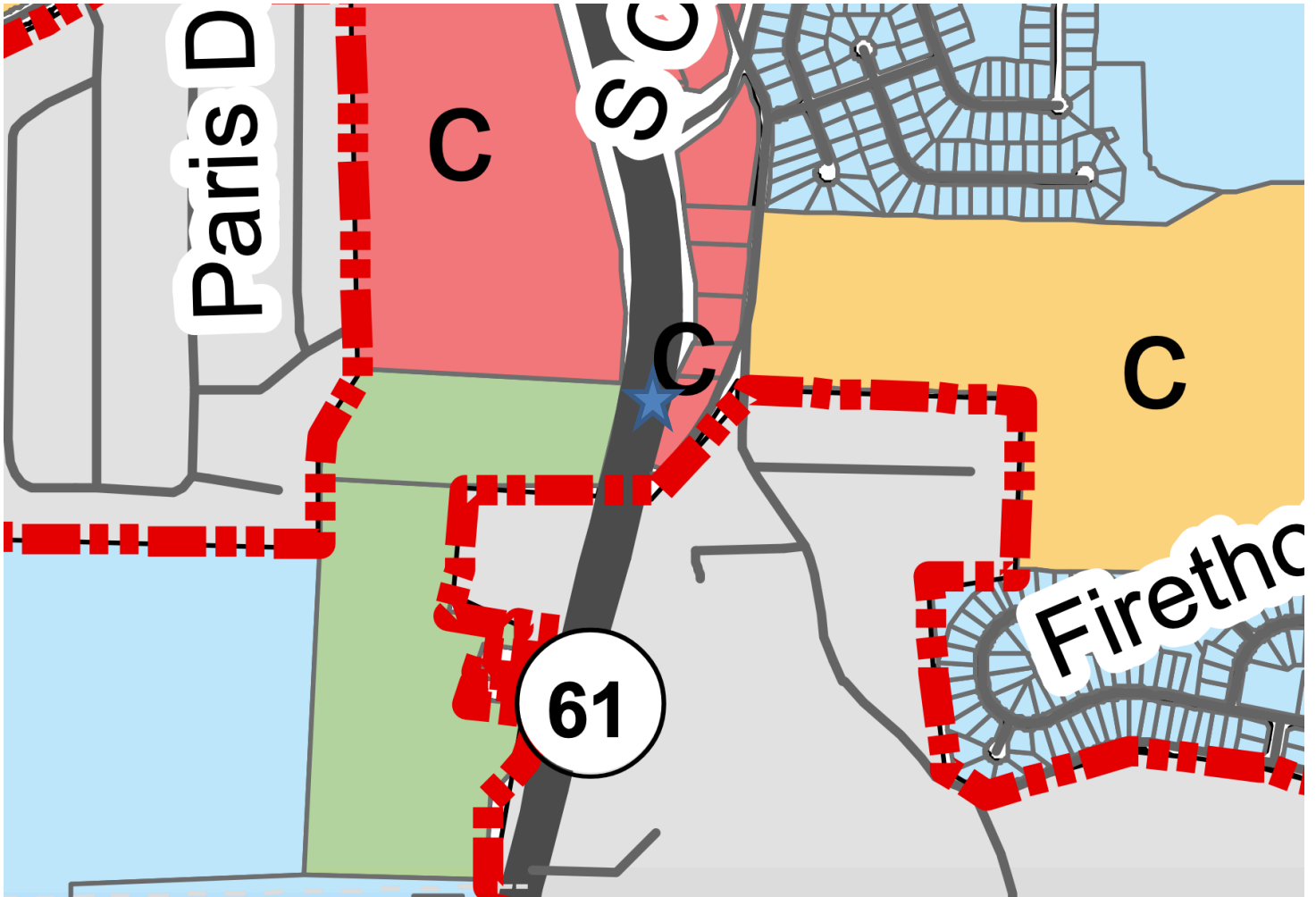
Ronald Johnson

Planning & Zoning Administrator

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

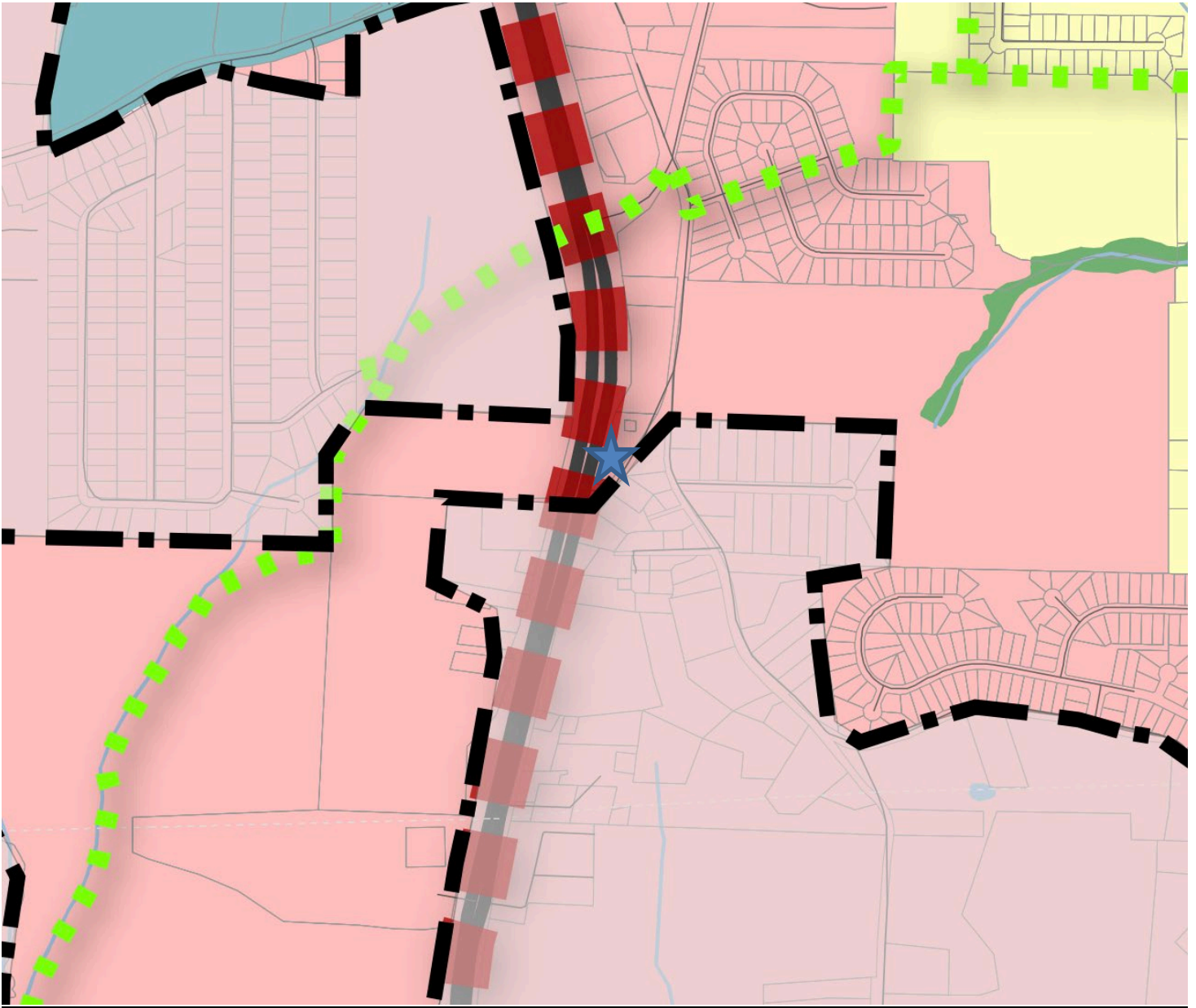


Villa Rica Zoning Map:





Villa Rica Future Land Use Map:





APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: 5-30-23

APPLICANT

Applicant Name: Jerry Tolbert

Address: 924 Carrollton Villa Rica Hwy. City: Villa Rica State: Ga Zip: 30180

Phone: (770) 833 - 5800 Fax: () N/A Email: N/A

Agent Name: Same as Above

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

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

Owner Name (If different from applicant): Same as above

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: 924 Carrollton Villa Rica Hwy.

Villa Rica Ga. 30180 Asking for Gravel

parking spaces since Drive is already Gravel.

I, Jerry Tolbert, 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.

Jerry Tolbert
Signature of Applicant

5-30-23
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: _____

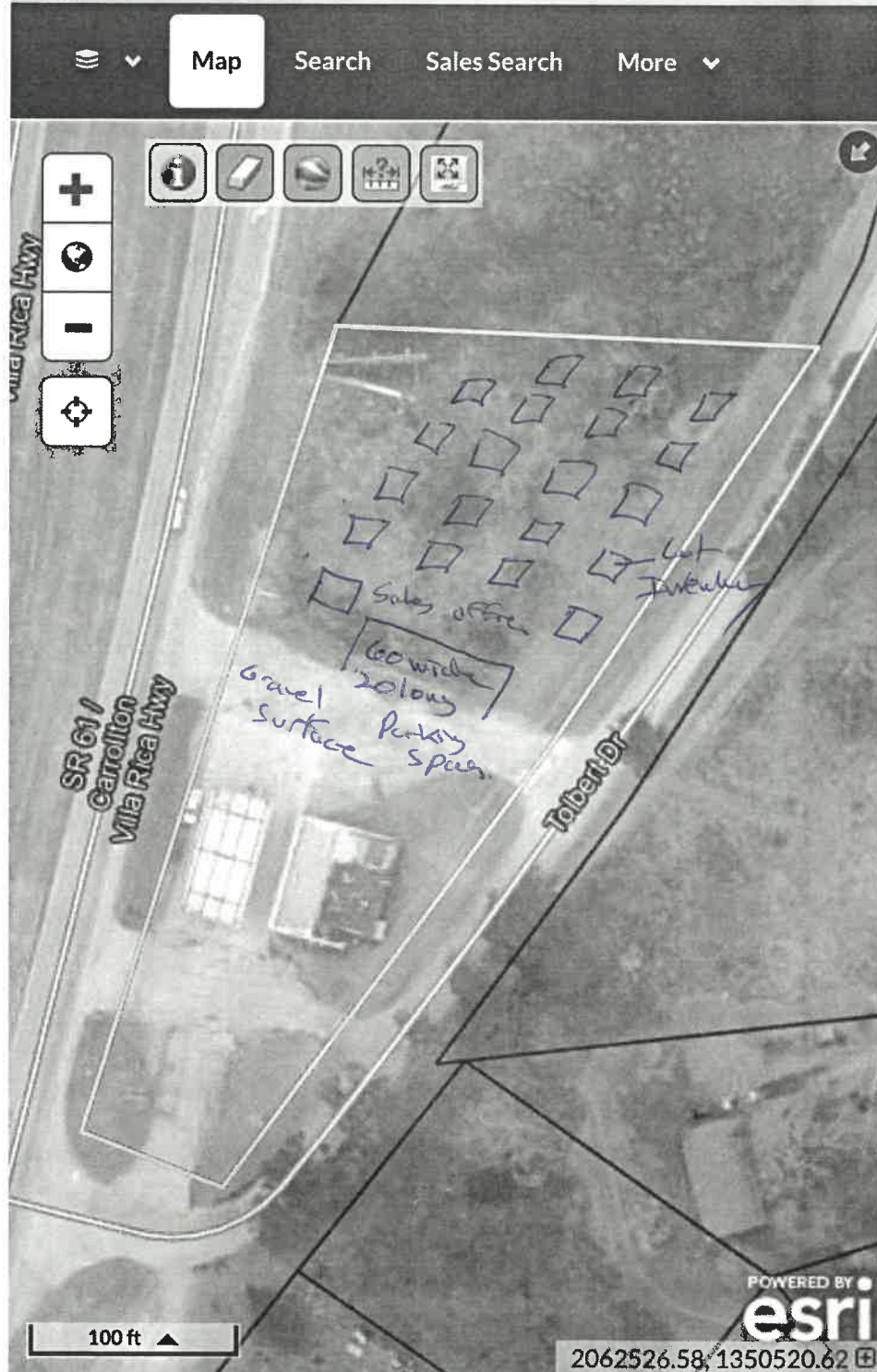
Staff Comments/Findings: _____

Action and Date: _____

- 1.) See Attached Copy of Deed,
- 2.) See Attached copy of site plan
- 3.) The variance is necessary to comply with city of Villa Rica parking space requirements. The Drive Accessing the property is gravel. Putting in concrete or paved parking space, would not be uniform with existing Driveways.
- 4.) Putting in a 60 x 20 ~~area~~ Gravel parking area would meet the requirements for Parking Spaces
- 5.) There is no property within 250 feet that is not owned by the owner of the property,

AA  .schneidercorp.com 

Carroll County, GA



VICKIE BEARDEN
CARROLL COUNTY TAX OFFICE
 423 COLLEGE ST. ROOM 401
 CARROLLTON GA 30117 - 0338



Tax Payer: TOLBERT, JERRY W
Map Code: V060040016 **REAL**
Description: STORE/1.25 AC CARROLLTON VR HWY V48
Location: 924 CARROLLTON VILLA RIC HWY
Bill No: 2022-48077
District: 003 VILLA RICA

Phone: (770) 830-5843 **Fax:** (770) 830-5849

Building Value	Land Value	Acres	Fair Market Value	Due Date		Payment Good Through	Exemptions	
45154.00	212242.00	1.2500	257,396.00	12/01/2022		12/01/2022		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credits	Net Tax
STATE TAX	257396.00	102959.00	0.00	102959.00	0.000	0.00	0.00	0.00
COUNTY M&O	257396.00	102959.00	0.00	102959.00	11.503	1184.34	0.00	780.43
SALES TAX ROLLBACK	257396.00	102959.00	0.00	102959.00	3.923	0.00	-403.91	0.00
COUNTY SCHOOL M&O	257396.00	102959.00	0.00	102959.00	17.500	1801.78	0.00	1801.78
CITY OF VILLA RICA	257396.00	102959.00	0.00	102959.00	10.359	1066.55	0.00	643.49
VILLA RICA SALES TAX RB	257396.00	102959.00	0.00	102959.00	4.109	0.00	-423.06	0.00
TOTALS					31.330	4052.67	-826.97	3225.70

J.T.

IF YOU HAVE AN ESCROW ACCOUNT YOUR MORTGAGE COMPANY SHOULD PAY YOUR BILL. YOU CAN CHECK OUR WEBSITE AT WWW.CARROLLCOUNTYGATAX.COM TO CONFIRM WHEN YOUR BILL WAS PAID.



2022-48077

*We accept DEBIT CARDS, VISA, MASTER CARD, AND DISCOVER with a convenience fee of 2.5% or AMERICAN EXPRESS with a convenience fee of 3% . If paying on the website you can pay with e-check at \$1.50 per transaction.

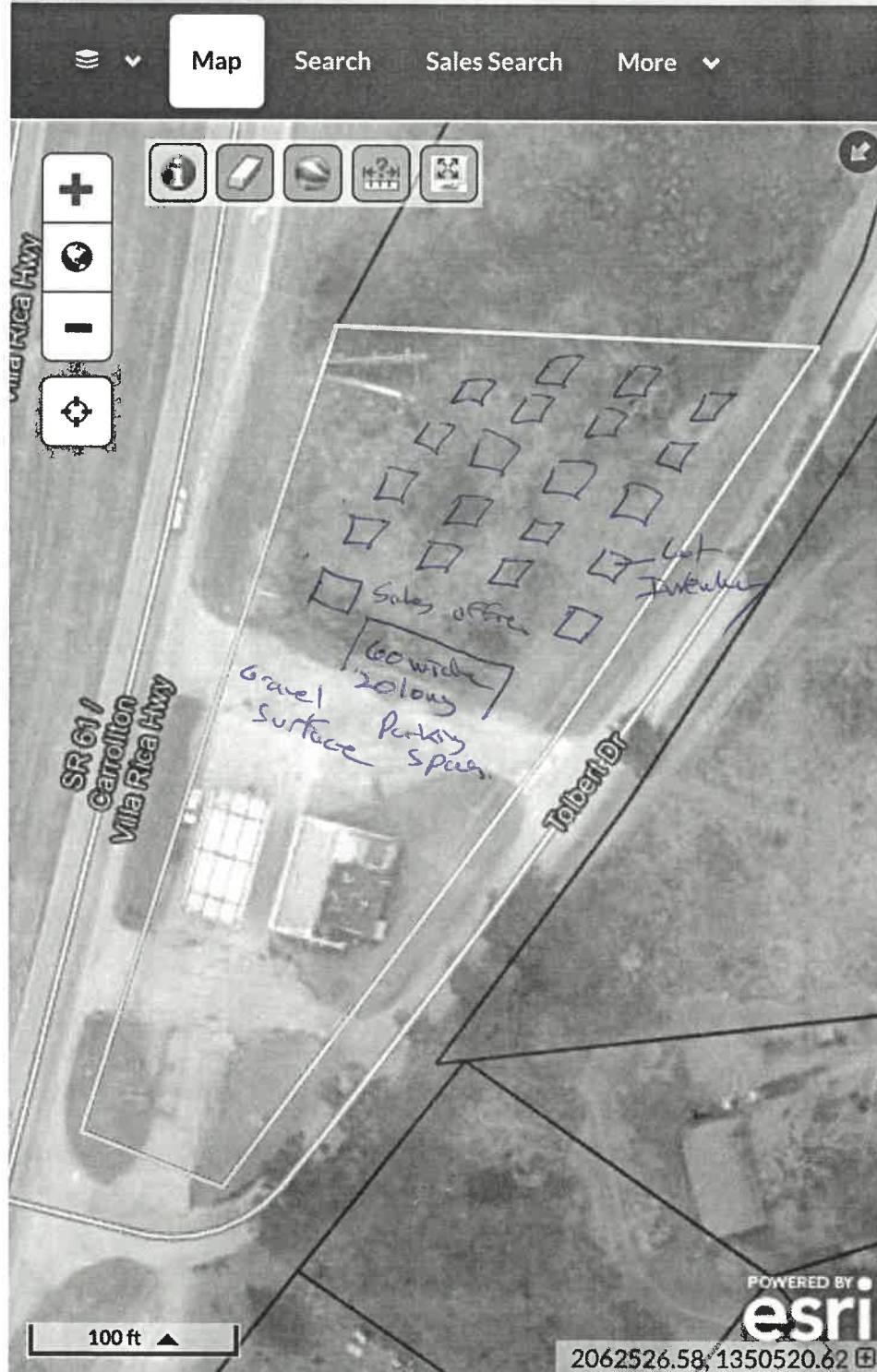
*INTEREST WILL BE ADDED ON THE 2022 TAX BILLS THE DAY AFTER THE DUE DATE.

*Visit our website at WWW.CARROLLCOUNTYGATAX.COM to look up, pay your bill, print a receipt, or change your address.

Bill No: 2022-48077	
Current Due	3225.70
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	0.00
Back Taxes	0.00
TOTAL DUE	3225.70

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Carroll County, GA





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-04-23 – 924 Carrollton-Villa Rica Highway - Variance from *Section 7.02(5) Paving and Drainage* of the Villa Rica Zoning Ordinance

AGENDA DATE: August 8th, 2023

DATE PREPARED: July 26th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Jerry Tolbert seeks a variance from *Section 7.02(5) Paving and Drainage* of the Villa Rica Zoning Ordinance in order to construct a gravel 60' x 20' parking area, whereas the zoning code requires a hard, dustless surface. The applicant is interested in renting a portion of the land on the lot for a storage building sales operation.

BACKGROUND: The city currently does not permit gravel parking lots in favor of a hard, dustless surfaces.

STAFF RECOMMENDATION: DENIAL

1. *Section 7.02(5) Paving and Drainage:* All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.
 - Recommendation: DENIAL
 - Reasons: The request is self-imposed. The applicant cannot meet applicable ADA regulations for non-slip surfaces. Long-term maintenance of the gravel, the lack of a decorative gravel solution and uncontrolled water runoff from the site are all general staff concerns.

IMPACT: N/A

MOTION:

- (1) I move to deny the requested variance for gravel parking from *Section 7.02(5)* by Jerry Tolbert as presented.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 8.27 *Liquor Stores, Package Stores, and Liquor Outlets* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: August 8, 2023

DATE: July 26, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Alteration of language within the zoning ordinance specific to liquor stores, package stores and liquor outlets to remove the requirement for such uses to be located on state highways or major arterial roadways.

BACKGROUND: Staff periodically reviews and updates sections of the zoning ordinance as required in an effort to adapt the current ordinance to the best operating procedures and development standards as they arise. The street classification map within the zoning ordinance does not specify any major arterial routes citywide, and the amount of eligible lots that are compliant with this regulation, on a state highway, and in districts that do not have a presumptive licensee, is limited. Staff finds it prudent to continue with a 200' road frontage requirement and permit the uses on all street classifications to rectify the matter.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendments.

PLANNING COMMISSION: APPROVAL (3-0)

MOTION:

1. I move to approve the proposed amendment to 8.27 *Liquor Stores* of the City of Villa Rica Zoning Ordinance as attached hereto.

Modifications to the Zoning Ordinance

Sec. 8.27 – Liquor Stores, Package Stores, and Liquor Outlets

- 1) Package Stores are restricted to the C-1 Commercial Low Density, and C-2 Commercial Medium-Density zoning districts. In addition to being zoned C-1 or C-2, there are additional zoning requirements as follows:
 - a) The property must have a least two-hundred (200) feet of road frontage ~~on a state highway or major arterial~~, be at least one (1) acre in size, and must be used exclusively for the purpose of selling distilled spirits. This means that a package store shall not be part of a shopping center. It must be a stand-alone building.
 - b) Any building constructed on the property shall be:
 - i) be at least six-thousand (6,000) square feet – of which at least seventy-five (75%) percent shall be dedicated to public retail sales;
 - ii) Shall be occupied by a single tenant;
 - iii) shall have one entrance and one exit and these shall be located at the front of the building;
 - iv) shall have at least one hundred-fifty (150) square feet of plate glass (this excludes plate glass used in the door);
 - v) shall have no windows or doors on the sides or rear of the building.
 - vi) Shall not have living quarters or residential space on the premises.

Sec. 13.01 Definition Section:

PACKAGE STORE: An establishment engaged in the retail sale of packaged alcoholic beverages, such as ale, beer, wine, and distilled spirits for consumption off the premises and at which on-premises consumption is specifically prohibited. The term "package store" is considered synonymous with the term "liquor store" and "Liquor Outlets." A package store shall include any premises classified as Industry No. 5921 in the Standard Industrial Classification (SIC) Manual 1972, prepared by the Executive Office of the President, Office of Management and Budget. The term "package store" shall not include a "wine specialty shop" and shall not include a city food market.



**CITY OF VILLA RICA
FINANCIAL UPDATE
June 2023**

CASH	06-30-2022	06-30-2023	+Incr / -Decr
Total Cash	\$ 29,197,105	\$ 32,026,942	10%
General Fund	\$ 9,644,048	\$ 8,740,411	-9%
Water/Sewer Fund	\$ 10,115,300	\$ 3,841,700	-62%
Sanitation/Solid Waste	\$ 240,245	\$ 231,025	-4%
Mirror Lake Connector*	\$ -	\$ 4,047,599	
2015 Carroll SPLOST	\$ 1,188,701	\$ 514,297	-57%
2016 Douglas SPLOST	\$ 2,847,064	\$ 4,020,173	41%
2021 Carroll SPLOST	\$ 5,806,824	\$ 7,253,891	25%
2022 Douglas SPLOST	\$ -	\$ 311,847	

*Temporary cash transfer to Mirror Lake Connector from General Fund and Water/Sewer Fund

Hotel / Motel Tax

	June 2022	June 2023	
	YTD Amount	YTD Amount	
Oct - Dec	\$ 40,851	\$ 42,308	4%
Jan - Mar	97,513	101,357	4%
Apr - Jun '23	113,274	124,893	10%
	-	-	
	\$ 251,638	\$ 268,558	<u>7%</u>

BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER	June 2022	June 2023
Water Revenue	\$ 2,591,358	\$ 2,798,389
Sewer Revenue	3,396,500	3,512,458
Water & Sewer Taps	767,350	980,400
Misc. Revenue	166,619	432,710
Transfers In*	6,002,008	12,682
Total Revenue	<u>\$ 12,923,835</u>	<u>\$ 7,736,639</u>
Utility Administrator	\$ 342,739	\$ 310,881
Sewer Expenses	1,599,781	1,364,565
Water Expenses	993,480	1,133,414
Dist./Coll. Expenses	691,242	768,112
Interest/Fiscal Agent Expense	2,063	2,260
Depreciation	1,246,500	1,295,883
Transfers Out - Debt Service	1,828,941	2,209,439
Transfers Out - General Fund	982,303	1,032,075
Total Expenses	<u>\$ 7,687,049</u>	<u>\$ 8,116,629</u>
Net Income (Loss)	<u><u>\$ 5,236,786</u></u>	<u><u>\$ (379,989)</u></u>

*FY22 includes American Rescue Plan Act (ARPA) funds = \$6m

SELF-FUNDED INSURANCE

BANK BALANCE \$1,608,942

Contributions		Expenses		Savings
Employer + Employee+Misc		Admin + Claims Paid		Difference
Oct - Dec '22	576,726	Oct - Dec '22	403,751	172,975
Jan - Mar '23	579,406	Jan - Mar '23	436,606	142,800
Apr - Jun '23	577,873	Apr - Jun '23	471,679	106,194
				-
TOTALS	\$ 1,734,005		\$ 1,312,036	\$ 421,969

GROWTH

	June 2022	June 2023
<i>Residential</i>	# YTD Amount	# YTD Amount
Building Permits	65 \$ 86,913	30 \$ 69,779
Water Taps	67 \$ 100,500	38 \$ 57,500
Sewer Taps	67 \$ 268,000	37 \$ 148,000

OTHER HIGHLIGHTS

	June 2022	June 2023
	One Month	One Month
Carroll Co Sales Tax	\$ 180,981	\$ 203,835
Douglas Co Sales Tax	\$ 155,173	\$ 170,882

**SANITATION/
SOLID WASTE**

	June 2022	June 2023
Sanitation Revenue	\$ 794,243	\$ 903,928
Solid Waste Revenue	333,299	346,755
Transfers In/Misc.	32,112	49,486
Total Revenue	<u>\$ 1,159,654</u>	<u>\$ 1,300,169</u>
Sanitation Expenses	\$ 662,486	\$ 773,162
Solid Waste Expenses	323,057	374,898
Depreciation	48,750	52,497
Transfers Out - General Fund	45,046	40,617
Total Expenses	<u>\$ 1,079,339</u>	<u>\$ 1,241,174</u>
Net Income (Loss)	<u><u>\$ 80,315</u></u>	<u><u>\$ 58,995</u></u>



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Prerequisite Resolution to Exercise Urban Redevelopment Powers
AGENDA DATE: August 8, 2023

DATE PREPARED: August 4, 2023
PREPARED BY: Sarah Andrews

AMOUNT: n/a
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?
PUBLIC HEARING: No

PURPOSE: To exercise the City's Urban Redevelopment Powers under the Urban Redevelopment Law

BACKGROUND: Georgia's Urban Redevelopment Law requires local governments to adopt a resolution with a "finding of necessity" before the adoption of the plan and the creation of the agency. This is the first step in the procedural requirements to create an Urban Redevelopment Agency ("URA"). It does not require details of the plan; it is solely an acknowledgement that an area (or areas) of the City is in need of redevelopment. A public hearing for the plan is scheduled to take place on August 22 and a resolution to adopt the plan and create an urban redevelopment agency will be presented at the council meeting on August 22.

STAFF RECOMMENDATION:

IMPACT:

MOTION: I move to adopt the resolution and authorize the Mayor and City Clerk to execute the documents as needed.

**A RESOLUTION OF NECESSITY PREREQUISITE TO EXERCISE OF
POWERS UNDER URBAN REDEVELOPMENT LAW**

WHEREAS, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law"), requires the City of Villa Rica, Georgia (the "City"), as a condition to the exercise of any of the powers conferred upon the City by the Urban Redevelopment Law, to adopt a resolution finding that one or more "pockets of blight" (as defined under the Urban Redevelopment Law) exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, after careful study and investigation, the City desires to exercise the powers conferred upon the City by the Urban Redevelopment Law.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Villa Rica, Georgia, and it is HEREBY RESOLVED that there is hereby found, determined, and declared that one or more pockets of blight exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption, and from and after such adoption the City may exercise any of the powers conferred upon it by the Urban Redevelopment Law.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

ADOPTED this 8th day of August, 2023.

CITY COUNCIL

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY CLERK'S CERTIFICATE

The undersigned Clerk of the City of Villa Rica, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on August 8, 2023 by the Mayor and City Council at an open public meeting duly called and lawfully assembled and at which a quorum was present and acting throughout, and that the original of said bond resolution has been duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

Witness my hand and seal of the City, this 8th day of August, 2023

(SEAL)

Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Redevelopment Plan Amendment
AGENDA DATE: August 8, 2023

DATE PREPARED: August 4, 2023
PREPARED BY: Sarah Andrews

AMOUNT: n/a
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?
PUBLIC HEARING: Yes

PURPOSE: Public Hearing on Redevelopment Plan Amendment and Resolution to Amend Redevelopment Plan

BACKGROUND: Pursuant to the Redevelopment Powers Law the City Council created Tax Allocation District Number 1-City of Villa Rica, Georgia commonly known as the “Eastside Tax Allocation District” (the “TAD”) for the purposes of carrying out a redevelopment plan (the “Original Redevelopment Plan”). The proposed amendment to the Original Redevelopment Plan (the “Amendment”) includes additional proposed redevelopment projects within the TAD in accordance with the Intergovernmental Agreement entered into as of June 1, 2023 between the City and the Carroll County School District (the “IGA”). The additional projects consist of the Approved Projects set forth in the IGA and are more particularly described in the attached Amendment. The Redevelopment Powers Law requires that consideration of the Amendment is published at least once during a period of five days immediately preceding the date of the meeting at which the amendment is to be considered and the required notice was published on August 3, 2023 in *The Times-Georgian* and the *Douglas County Sentinel*.

STAFF RECOMMENDATION:

IMPACT:

MOTION: I move to adopt the resolution and authorize the Mayor and City Clerk to execute the documents as needed.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF VILLA RICA, GEORGIA FOR THE PURPOSE OF AMENDING THE REDEVELOPMENT PLAN FOR TAX ALLOCATION DISTRICT NO. 1 – VILLA RICA, GEORGIA; TO PROVIDE FOR THE REPEAL OF CONFLICTING RESOLUTIONS; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1 *et seq.* – the “Redevelopment Powers Law”) and a resolution adopted on November 10, 2020 (the “2020 Resolution”) by the City Council (the “City Council”), the City Council created Tax Allocation District Number 1-City of Villa Rica, Georgia commonly known as the “Eastside Tax Allocation District” (the “TAD”) for the purposes of carrying out a redevelopment plan (the “Original Redevelopment Plan”); and

WHEREAS, the City Council desires to amend the Original Redevelopment Plan (the “Amendment”) to include components of additional proposed redevelopment projects within the TAD; and

WHEREAS, such Amendment is to be dated the date hereof, the form of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to the Redevelopment Powers Law, notice of consideration of an amendment to the Original Redevelopment Plan is required to be published in one or more newspapers of general circulation within the area of operation of Villa Rica, Georgia at least once during a period of five days immediately preceding the date of the meeting at which the amendment is to be considered; and

WHEREAS, the required notice was published on August 3, 2023 in *The Times-Georgian* and the *Douglas County Sentinel*, as required by the Redevelopment Powers Law; and

WHEREAS, copies of the Amendment have been made available at City Hall; and

WHEREAS, the City Council desires to amend the Original Redevelopment Plan through the Amendment; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Villa Rica, Georgia, and it is HEREBY RESOLVED, as follows:

Section 1. The City Council hereby approves the Amendment in accordance with the Redevelopment Powers Law.

Section 2. The City Council hereby authorizes the City Council, as redevelopment agency, to execute any document relating hereto (through the Mayor), and otherwise perform all acts necessary to accomplish the purposes of this Resolution.

Section 3. This Resolution shall become effective when adopted. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

So resolved this 8th day of August, 2023.

CITY COUNCIL

(SEAL)

By: _____
Mayor

Attest:

Clerk

EXHIBIT A

AMENDMENT TO ORIGINAL REDEVELOPMENT PLAN

[Attached]

AMENDMENT NO. 1

TO

VILLA RICA, GEORGIA

“EASTSIDE TAX ALLOCATION DISTRICT”

TAX ALLOCATION DISTRICT NUMBER 1: - VILLA RICA,

GEORGIA

REDEVELOPMENT PLAN

August 8, 2023

Prepared for
Villa Rica, Georgia

Prepared by:
Murray Barnes Finister LLP

AMENDMENT OF REDEVELOPMENT PLAN

The redevelopment plan for Tax Allocation District #1 – Villa Rica, Georgia, commonly referred to as the Eastside Tax Allocation District (the “TAD”) adopted by the City Council of Villa Rica, Georgia on November 10, 2020 (the “Original Redevelopment Plan”) is being amended to replace the proposed redevelopment projects within the TAD. The section of the Original Redevelopment Plan that is impacted by this amendment is: REDEVELOPMENT PROJECTS WITHIN THE REDEVELOPMENT AREA – “Goals and Priorities” (pages 33-34).

REDEVELOPMENT PROJECTS

Section VII of the Original Redevelopment Plan entitled REDEVELOPMENT PROJECTS WITHIN THE REDEVELOPMENT AREA – “Goals and Priorities” (pages 33-34) describe the then-anticipated proposed redevelopment project referred to as “Phase 1” of the Mirror Lake Connector. Phase 1 of the Mirror Lake Connector was the only proposed Redevelopment Project (as defined in the Original Redevelopment Plan) in the Original Redevelopment Plan. This referenced section of the Original Redevelopment Plan is updated as follows:

All references to Phase 1 of the Mirror Lake Connector are to be deleted in their entirety and replaced with the following Redevelopment Project as set forth below:

- Construct two new, single-lane roads to improve connectivity between the City’s downtown, the Mirror Lake community and Tanner Hospital. The location of the roads is shown in red on the map below. Sections of the travel lanes will be separated by a landscaped median with turn lanes. A roundabout will be constructed at the intersection of the Mirror Lake Connector and Cleghorn Street. Pavement will be striped as needed.
- Both roads will have a walking trail on one side of the road and a golf cart path on the other.
- Install streetlights where needed on the roads.
- Install an adjacent 10-inch water line along each road.
- Install the stormwater system needed for the roads.
- Install at least three creek crossings.

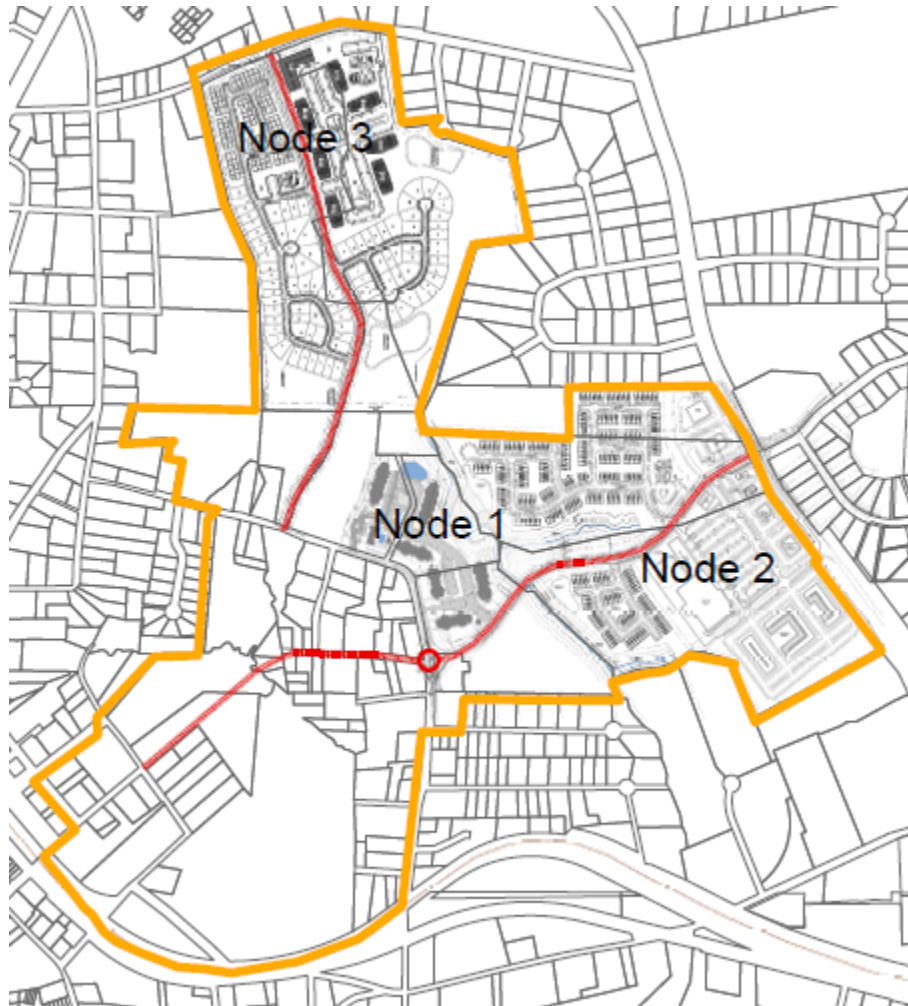
Within the same section, under REDEVELOPMENT PROJECTS WITHIN THE REDEVELOPMENT AREA – “Method of Financing Redevelopment Costs” (page 35) reference is made to the “the proceeds of other types of financing.” This referenced section of the Original Redevelopment Plan is updated to include the following sentence:

The City currently expects to pay the Redevelopment Costs of the Redevelopment Area with the proceeds of Urban Redevelopment Agency bonds.

REDEVELOPMENT COSTS

Section XI of the Original Redevelopment Plan entitled REDEVELOPMENT COSTS (page 40) provided that the Redevelopment Costs were subject to change. The City Council currently estimates that the Redevelopment Project is estimated to cost approximately \$21.2 million.

Map Exhibit



CLERK'S CERTIFICATE

The undersigned Clerk of the City Council (the "City Council") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Amendment of the Redevelopment Plan For Tax Allocation District No. 1 – Villa Rica, Georgia constitute a true and correct copy of the Resolution adopted by the City Council on August 8, 2023 in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of the Resolution appears of record in the Minute Book of the City Council, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City Council, this 8th day of August 2023.

Clerk

(SEAL)

WATER & SEWER UPDATE

August 2023

City Council Meeting

WATER PRODUCTION

- 60 year-old plant
- 1.5 MGD permit
- Now consistently producing 1.4 MGD
- Using 1.9 to 2.1 MGD
- Purchased the difference from Carroll Council W&S Authority since 2005
- Twenty-year contract with cost per 1,000 gallons of under \$3.00
- Now also purchasing 150,000 GPD from Douglas Water Authority

CONTRACT NEGOTIATIONS

- Contract with Carroll County W&S Authority expires March 31, 2025
- Price per 1,000 gallons will almost double
- Raising water rates annually to get ready
- Hired Jud Turner to negotiate with Carroll and Douglas
- Our tier 1 retail price is still less than the wholesale rate we're likely to pay

COLLECTIONS

- Manhole rehab is about complete, started in 2018
- 32 lift stations are running well, 9 are due for their own rehab
- Capacity along the Hwy 61 corridor south of I-20 is still inadequate
- New lift station at Avemore is still on hold
- Force main from Cleghorn needs to be shortened

TREATMENT CAPACITY

WEST PLANT

- Permitted for 2.1 MGD
- Processed almost 1.0 MGD during July
- We are currently upgrading the influent structure (entry point)

NORTH PLANT

- Permitted for 520,000 gallons per day
- Processed almost 400,000 gallons per day during July
- Planning to redirect two lift stations

DISTRIBUTION

- New Edge Road line has improved the Liberty/Poole area
- New Highway 78 line west of Industrial Blvd gave us capacity to grow
- Anderson/Cleghorn line has been designed
- North Avenue line is being designed
- New line planned for Mirror Lake Connector
- New line planned for Inline Communities (node 3 of TAD)
- New line needed for North Bypass

FINANCING

- We owe about \$30 million for the West Plant using 2039 bonds
- We have the ability to borrow about \$10 million using 20-year GEFA loans
- We have already obligated \$7 million of the \$10 million
- This doesn't consider the money needed to implement IPR, if permitted
- Our next step will be to issue revenue bonds one or more times
- Unfortunately, borrowing enough money might not be possible
- We need to significantly grow our customer base

PROJECTED RESIDENTIAL GROWTH

CARROLL COUNTY

- Eastside TAD
- Highway 78 West
- Highway 61 South
- About 2,900 units

DOUGLAS COUNTY

- Mirror Lake
- Conners Road
- About 900 units