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

City of Villa Rica

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

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
November 14, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Community Development (Tracy Jarvis, Director)

1. Family Dollar Stores of Georgia, LLC d/b/a Family Dollar #32190 - Public Hearing for Alcohol License Permit Application Approval (Nyree Simpson, Licensing Specialist)

2. RaceTrac, Inc. d/b/a RaceTrac #495 - Alcohol License Permit Agent Change Request Public Hearing- (Nyree Simpson, Licensing Specialist)

3. VA-12-23 - 133 W. Bankhead Highway - Variance to Reduce Drive-Thru Queuing Spaces Required and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

4. VA-11-23 - Request for Three (3) Variances from Architectural Standards found in Section 9.03 - 1305 W. Bankhead Highway and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

5. VA-13-23 - Request for Nine (9) variances from Development Standards (Chapter 7) of the Zoning Ordinance for 135 Commerce Drive and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

6. VA-14-23 - Two Variances from Townhome Architectural Design Standards (Section 9.03) on Mirror Lake Boulevard and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

7. CU-03-23 - Renewal of a Special Exception Use Permit for 15001 Veteran's Memorial Highway and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

8. TA-01-23 - Text Amendment to Establish Section 8.28 Shipping Containers and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

B. Human Resources (Lena Taylor, Director)

1. Ratify the Partial Execution of the Compensation and Classification Study

C. Information Technology (Jim Chambers, Director)

1. Access Control for Police Department

D. Police (Michael Mansour, Chief)

1. Motorola Portable Radios

2. Axon Taser 7 ECW Bundles

E. Public Works (Hal Burch, Director)

1. Purchase of Caterpillar HF Compact Track Loader (Hal Burch, Director)

2. Purchase of Durapatcher Pothole Patching Trailer (Hal Burch, Director)
3. Sidewalk Repair Berkley Park (Hal Burch, Director)
4. Purchase of Exmark Mowers (Hal Burch, Director)
5. Surplus of Miscellaneous Items (Chris Maddox, Fleet Manager)
6. Surplus of Vehicle (Chris Maddox, Fleet Manager)
7. Fleet Software (Chris Maddox, Fleet Manager)
8. VRPD Patrol Vehicles (Chris Maddox, Fleet Manager)
9. Purchase of New 2022 Ford F-150 Crew Cab 4x4 for Site Inspector (Chris Maddox, Fleet Manager)

F. Utilities (John Bain, Director)

1. Sewer Use Ordinance Revision - Prohibition of Decentralized Wastewater Systems and Public Hearing(Erick Broz, Wastewater Operations Manager)
2. Three West Pump Replacement (Erick Broz, Wastewater Operations Manager)
3. North Plant Paving (Erick Broz, Wastewater Operations Manager)
4. West Plant Influent Pump Purchase (Erick Broz, Wastewater Operations Manager)
5. Water Plant Filter Remediation (Erin Lewis, Water Operations Manager)
6. Hickory Level Pump Purchase (Erin Lewis, Water Operations Manager)
7. Water Plant Paving Replacement (Erin Lewis, Water Operations)

G. Finance (Jennifer Hallman, Finance Director)

1. FY23 Budget Amendments #169 - #179
2. FY24 Budget Amendments #1 - #15
3. Approval of updated Utility Rates to be effective January 1, 2024
4. Transition Hotel Motel Revenue Administration to HdL Company

H. City Manager (Tom Barber)

1. 2024 City Holiday Schedule
2. 2024 City Council Meeting Schedule
3. Adoption of Zoning Ordinance Changes to Chapters 1-3, 6-7 and 13

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

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Family Dollar Stores of Georgia, LLC d/b/a Family Dollar #32190 – Alcohol License Permit Application Approval

AGENDA DATE: November 14, 2023

DATE PREPARED: November 2, 2023
PREPARED BY: Nyree Simpson, Licensing Specialist

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

PURPOSE: To approve the application to offer retail packaged sales of beer and wine to Family Dollar Stores of Georgia, LLC d/b/a Family Dollar #32190 with an operating address of 9591 Conners Road, Villa Rica, GA 30180.

BACKGROUND: Family Dollar #32190 received an occupational tax permit to operate as a retail variety store on July 17, 2018. On June 16, 2023, Decisions Consulting LLC (Lori McIntyre, Licensing Specialist), a firm representing Family Dollar Stores of Georgia, LLC applied for a new retail offering of "Beer & Wine", for off-premises consumption.

According to Sec. 4-69. Zoning restriction and Sec.4-70. Proximity restrictions, Chapter 4 of the Alcoholic Beverages ordinance requirements have been met.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request of an alcohol license permit for the business of Family Dollar Stores of Georgia, LLC d/b/a Family Dollar #32190.

Planning & Zoning
Community Development Department

ABL-05-2023

Public Hearing Date
City Council: November 14, 2023

Request: Alcoholic License Permit

Project Description: Retail Sales of Packaged Beer and Wine

Applicant:	Family Dollar Stores of Georgia, LLC d/b/a Family Dollar #32190 Licensee: Bertha George (District Manager) 500 Volvo Parkway, 8th Floor Chesapeake, VA 23320
Location:	9591 Conners Road, Villa Rica, GA 30180
Parcel Number(s):	01750250247
Current Zoning:	PD (Planned Development)
Current Land Use:	Variety Retail Store

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned PD (Planned Development)

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:
In accordance to the City of Villa Rica Alcohol Beverage Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character and fitness for a license.

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

Recommendation:
Planning Staff recommends **Approval** of the request by Family Dollar Stores of Georgia. LLC d/b/a Family Dollar #32190 for Retail Sales of Packaged Beer and Wine at 9591 Conners Road, Villa Rica, GA 30180.

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

Nyree Simpson
Licensing Specialist

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

City of Villa Rica
Alcohol License Application

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 West Bankhead Highway, Villa Rica, Georgia 30180,** together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	X	$100.00	Pouring Restaurant – All	$100.00	Pouring Supper Club	$500.00
Package Wine	X	$100.00	Pouring Beer & Wine	$100.00	Supper Club Wine & Beer	$500.00
Wine Tasting		$100.00	Wholesale Dealer	$500.00	Alcohol Catering	$100.00
Growler		$100.00	Wine & Craft Beer Boutique	$100.00	Special Event	$100.00

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

☒	Retail Package Malt Beverages & Wine	$300.00
☐	Retail Package Malt Beverage	$200.00
☐	Pouring License Restaurant	$3,500.00
☐	Pouring License Private Club	$5,000.00
☐	Pouring License Private Club	$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	$200.00
☐	Retail Package Wine	$100.00
☐	Limited Pouring License Restaurant	$500.00
☐	Limited Pouring License Supper Club	$3,000.00
☐	Limited Pouring License Private Club	$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	$500.00
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	$100.00
☐	Wine & Craft Beer Boutique	$500.00

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☐ Individual ☐ Partnership ☒ Corporation

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

N/A

Full Name Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

Family Dollar Stores of Georgia, LLC

Federal Tax ID: [redacted]

Family Dollar, Inc., 500 Volvo Parkway, 8th Floor, Chesapeake, VA 23320

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

See attached list of officers owning 0%

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Retail/Grocery Store

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Bertha George - 1976 W. Highway 5, Carrollton, GA 30117

Full Name Address

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

3. Trade Name of business for which application is made:

Family Dollar #32190

4. Address of business for which application is made:

9591 *Connors* Road, Villa Rica, GA 30180

Phone Number: 757-321-5493 (Business) N/A (Home)

Mailing Address: 500 Volvo Parkway, 8th Floor
Attn: Alcohol/Tobacco Team
Chesapeake, VA 23320

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

PART II

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

   _____

   _____

   _____

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

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

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

   ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
   ☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
   ☐ In the case of a Partnership, a copy of the Partnership Agreement.
   ☒ In the case of a Corporation, a copy of the Articles of Incorporation.
   ☒ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

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

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

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, not any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

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

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:
    a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
    b. Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
    c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
    d. Convicted of selling alcohol to a minor within the past three (3) years?
    ☐ Yes ☒ No
    If the answer to any portion of question 11 is "yes," describe in detail and give date of occurrences:

_____

_____

_____

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

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

Name	Residence	Business Address	Number of Years Known
Janet Newquist	403 N. Peabody	Nickerson KS 67561	15yrs
Pam Stephens	491 US Hwy 27	Franklin Ga 30217	15yrs
Paula Stinson	34 Belmont Pk Lane	Newnan Ga 30263	15yrs

14. Is the name Licensee a citizen of the U.S.? ☒ Yes ☐ No

Place of Birth	Date of Birth
Franklin, GA	9/18/1964

PART III

VERIFICATION

State of Georgia, Carroll County

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

Bertha George

Applicants Signature (FULL NAME IN INK)

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

This 9th day of June, 20 23.

Kimberly W. May My Commission Expires: June 25, 2026

Notary Public

(Seal)

KIMBERLY W MAY NOTARY PUBLIC CARROLL COUNTY, GA EXP. JUNE 25, 2026

City of Villa Rica
Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement

I (we) Family Dollar Stores of Georgia, LLC
Bertha George, Licensee
Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

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

9591 **Connors** Road, Villa Rica, GA 30180
Street Address

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

Bertha George
Bertha George
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Bertha George signed his or her
Applicant
name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 9th day of June, 20 23.

Kimberly W. May
Notary Public

KIMBERLY W MAY NOTARY PUBLIC CARROLL COUNTY, GA EXP. JUNE 25, 2026

AFFP
FAMILY DOLLAR VILLA RICA

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

Rachael Raney, being duly sworn, says:

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

October 26, 2023
October 31, 2023

Publication Fees: $ 42.00

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

SIGNED:

Subscribed to and sworn to me this 31st day of October 2023.

SARAH HENNESSY
NOTARY PUBLIC
CARROLL COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 26, 2024

70101432 70806048

LORI MCINTYRE
DECISIONS CONSULTING
1100 CIRCLE 75 PKWY. 210
ATLANTA, GA 30339

PUBLIC NOTICE

Family Dollar Stores of Georgia, LLC, Bertha George, Licensee, has filed an application to sell packaged alcoholic beverages on the premises of 9591 Conners Road, Vila Rica, GA 30180 as a Retail Off Premise Beer & Wine License. A public hearing on the application will be held on November 14, 2023 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678) 840-1224.
10/26 & 11/2

Villa Rica, GA
Walgreens Store #9850

SUBLEASE

THIS SUBLEASE is made and executed in multiple counterparts as of the 6th day of June, 2018, between **WALGREEN CO.**, an Illinois corporation ("Landlord"), and **FAMILY DOLLAR STORES OF GEORGIA, LLC**, a Virginia limited liability company ("Subtenant").

WITNESSETH:

WHEREAS by Lease between JRM-ALJ II, LLC, a Georgia limited liability company ("Overlessor"), and Landlord dated October 11, 2005, (the "Overlease"), a financially redacted copy of which is attached hereto as Exhibit D, Overlessor leased to Landlord certain premises described in the Overlease (the "Subleased Premises"), which Subleased Premises contains a building containing approximately 14,820 square feet of floor area (the "Building") and appurtenances related thereto located at 9591 Conners Road, Villa Rica, Georgia, as shown on the plan attached hereto and made a part hereof as Exhibit A, and as legally described in Exhibit B hereto attached; and

WHEREAS, Landlord desires to sublease to Subtenant, and Subtenant desires to sublease from Landlord, the Subleased Premises on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contain herein, it is agreed as follows:

1. USE

(a) Landlord does hereby demise and sublease to Subtenant and Subtenant does hereby rent from Landlord the Subleased Premises to be used and occupied by Subtenant, as a retail variety store selling general merchandise including food and beverages; and/or for any other lawful retail use which is not prohibited by the Overlease, the existing exclusives, any restrictions imposed upon the Subleased Premises or the terms and conditions of this Sublease. The use of the Subleased Premises shall be subject to the Overlease. Additionally, (i) Subtenant shall not knowingly conduct any activity on the Subleased Premises that will constitute the sale, lease, or other hypothecation of counterfeit goods or products; and (ii) the Subleased Premises will not knowingly be used for the storage of counterfeit goods or products; and (iii) Subtenant will not knowingly permit any counterfeit goods or products to be brought onto the Subleased Premises.

(b) Throughout the Term of this Sublease, it is expressly agreed that neither all nor any portion of the Subleased Premises shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified

pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subclause [ii]).

2. RENT

(a) (i) Subtenant shall pay for the Subleased Premises a fixed rent of $8,333.43 per month, commencing on the Commencement Date as defined in Article 3(a) hereof (the "Rent Commencement Date"), and continuing thereafter through the Initial Sublease Term.

(ii) Subtenant shall pay for the Subleased Premises a fixed rent of $9,568.34 per month commencing on and continuing thereafter through the First Renewal Term (if exercised by Subtenant under Article 3(c)).

After the Rent Commencement Date, all fixed rent shall be paid on the first day of each and every month of the Sublease Term in advance and shall be properly apportioned for any period less than a full calendar month. As used in this Sublease, "Additional Rent" shall mean any amounts, other than fixed rent, to be paid by Subtenant to Landlord pursuant to the provisions of this Sublease, whether such payments are to be periodic and recurring or not.

(b) Until further notice by Landlord to Subtenant, rent checks and all other payments to be made by Subtenant to Landlord under this Sublease shall be payable to and mailed to:

Walgreens (Store #9850)
c/o DLC Management Corp.
P.O. Box 5111
White Plains, NY 10602-5111

(c) Any amounts payable hereunder which either party fails to pay shall bear interest, per annum, at the rate of either 3% over the then current prime rate as set by Bank of America (or its successors or assigns) from time to time, or the maximum rate allowed by law if greater, whichever Landlord chooses, until paid.

3. SUBLEASE TERM, LEASE YEAR

(a) Term. The term of this Sublease ("Initial Sublease Term") shall commence on the earlier of (i) ninety (90) days after the date Landlord delivers actual possession of the Subleased Premises to Subtenant, or (ii) the date when Subtenant opens for business to the public in the Subleased Premises ("Commencement Date") and shall expire ten (10) years after the Rent Commencement Date, provided, however, that if such Rent Commencement Date be other than the first day of the calendar month, then the Initial

Sublease Term shall continue to and include the last day of the same calendar month of the tenth (10th) year thereafter, subject to the provisions of Article 18 herein.

(b) Lease Year. The first lease year shall commence on the Rent Commencement Date and, if such date shall be on the first day of a calendar month, shall end twelve months thereafter, or, if such date be other than the first day of a calendar month, shall end on the last day of the same calendar month of the first year thereafter, and each succeeding lease year shall be each succeeding twelve month period.

(c) Renewal Option. Provided that the Overlease remains in full force and effect, or in the event this Sublease has been assigned to Overlessor pursuant to Article 11, Subtenant shall have one (1) option to renew this Sublease for approximately an additional four (4) year period (the "First Renewal Term") which shall be consistent with the remaining term of the Overlease and this Sublease shall in all events expire no later than October 31, 2032. If Subtenant shall elect to renew this Sublease pursuant to this Article 3(c), Landlord's and Subtenant's rights and obligations for the First Renewal Term shall be upon the same terms and conditions as are contained in this Sublease, except that the amount of fixed rent payable hereunder shall be adjusted as set forth in Article 2. Subtenant shall notify Landlord, in writing, not less than twelve (12) months prior to the expiration of the Initial Sublease Term, as applicable, of Subtenant's desire to exercise its rights hereunder.

(d) Sublease Term. "Sublease Term" shall mean the Initial Sublease Term, together with the First Renewal Term if exercised by Subtenant in accordance with Article 3(c) of this Sublease.

4. DELIVERY OF POSSESSION

(a) Landlord delivered actual possession of the Subleased Premises to Subtenant on May 1, 2018 pursuant to the executed Early Possession Agreement attached to this Sublease as Exhibit F ("Anticipated Delivery Date"). Subtenant shall be obligated to accept Landlord's delivery of possession of the Subleased Premises upon such date but Subtenant shall not be required to accept delivery of the Subleased Premises prior to the Anticipated Delivery Date. If Landlord shall not tender possession on the Anticipated Delivery Date, no liability shall arise against Landlord, but in such case, rent shall not commence until the date indicated in Article 2(a) hereinabove. No such delay shall operate to cancel this Sublease or to extend the Sublease Term beyond the expiration herein specified.

(b) The Sublease shall be binding upon the parties from and after its mutual execution by both parties, notwithstanding that the term may commence at a later date.

5. REMODELING / SUBTENANT'S WORK

(a) It is expressly understood that Landlord has made no representation with respect to the condition of the Subleased Premises, and such shall be delivered to Subtenant "as is", the Landlord having made no agreement to initially repaint, repair, decorate, alter, or improve the Subleased Premises. Subject to Article 4 above, Subtenant acknowledges that it has inspected the Subleased Premises to the extent that Subtenant deemed necessary and that Subtenant is satisfied with the same.

(b) In order to adapt and equip the Subleased Premises for Subtenant's use and occupancy, certain additions, removals, alterations, improvements, installations and construction of a non-structural nature, all hereinafter called "Subtenant's Work," will be required. All of Subtenant's Work shall be done by Subtenant, at Subtenant's sole cost and expense, in accordance with Subtenant's plans and specifications, and shall be done in a good and workmanlike manner, free and clear of liens for labor and materials furnished to Subtenant. Prior to performing Subtenant's Work, Subtenant shall deliver its plans and specifications to Overlessor (if required by the Overlease) and shall obtain the prior written consent of Overlessor (to the extent required by the Overlease). Subtenant shall not be required to obtain approval from Landlord of its plans and specifications, provided the following conditions are met: (i) no structural changes are permitted, (ii) the plans and specifications comply with all requirements of the Overlease, and (iii) Subtenant's Work shall not adversely affect Landlord's obligations regarding surrender of the Subleased Premises. Subtenant shall indemnify Landlord and save Landlord harmless from all claims and damages resulting from its alterations, improvements, additions, or installations (including any violations of the Overlease or failure to comply with the provisions of this Sublease), and shall obtain all necessary permits and pay all costs and charges for any work done by Subtenant, and for all labor and material used therein, and will not permit any lien or claim to be filed or to stand against the Subleased Premises or the Building by reason of labor or material furnished by or to Subtenant. Alterations, improvements, additions, and permanent fixtures shall remain upon the Subleased Premises at the expiration or termination of this Sublease unless Landlord requests the removal thereof, in which case the removal shall be done promptly and in a good and workmanlike manner, and Subtenant shall repair all damage to the Subleased Premises arising out of or in connection with such removal. In performing any repairs, alterations, improvements, or additions pursuant to the provisions of this Sublease, Subtenant agrees that it will take no action pursuant to this section which will violate any of Landlord's labor contracts of which Subtenant is aware. In the event any lien is filed for any reason whatsoever incident to the acts or omissions of Subtenant, Subtenant shall cause such lien to be canceled and discharged of record by payment, bonding or otherwise within thirty (30) days after notice by Landlord.

6. REPAIRS AND MAINTENANCE

(a) Except for Overlessor's obligations as provided in the Overlease and Landlord's obligations as set forth in this Sublease, Subtenant, at Subtenant's sole cost and expense, during the entire Sublease Term (except as provided in Article 26 hereof), shall keep the interior of the Subleased Premises (including interior walls, doors, door

mechanisms, and washrooms), and the equipment and appurtenances thereof (including, but not limited to, the interior and any exterior HVAC, plumbing, electrical, and other mechanical systems exclusively serving the Subleased Premises) in good order, condition, and repair; shall clean as necessary to keep all waste and drain pipes open; repair all damage to fixtures; and otherwise make all necessary repairs, renewals, and replacements in and to said Subleased Premises and all equipment and appurtenances thereof and therein as provided in this Article 6, and Subtenant shall not permit or commit any waste in or about said Subleased Premises, nor overload the floors or electric circuits thereof. If Subtenant shall require additional electric service lines, and if such are available and permitted, Subtenant shall pay all of the cost and expense of installing the same.

(b) Notwithstanding the foregoing, during the entire Sublease Term, Landlord shall maintain in good condition and repair and replace, if necessary, the foundations, roof, floor slab, exterior walls, fire sprinkler system and other structural elements of the Building (collectively, "Landlord's Systems"), at Landlord's sole cost and expense, as set forth in Article 7 and Article 10 of the Overlease and subject to each of the following conditions:

(i) Landlord and Subtenant agree for the convenience of both parties that throughout the Sublease Term, Subtenant shall administer the routine repair and maintenance of Landlord's Systems, at Landlord's sole cost and expense, on behalf of Landlord using Subtenant's facilities management and contractors.

(ii) Landlord shall be solely responsible for payment of all Subtenant's actual, out-of-pocket costs and expenses incurred while performing repairs of Landlord's Systems, together with an administrative fee of fifteen percent (15%) of the costs incurred. Upon completion of the Landlord's Systems repair, Landlord shall be required to reimburse Subtenant for the actual cost of the repair. Landlord's payment shall be due within thirty (30) days after receipt of Subtenant's bill, together with any reasonable supporting documentation requested by Landlord, accompanied by reasonable evidence that Subtenant has paid for the repair. In the event Landlord fails to make payment to Subtenant for said repair within said thirty (30) days, Subtenant shall have the right to offset the amount due by taking a credit against fixed rent.

If any particular repair of a Landlord System to be performed by Subtenant on behalf of Landlord exceeds $5,000, or Subtenant believes in good faith that such repair will exceed $5,000 (in each case, a "Material Repair"), Subtenant shall notify Landlord of the particular Material Repair and estimated cost before commencing such Material Repair. Such notices shall be sent to Walgreen Co.,

106 Wilmot Road, MS #1632, Deerfield, Illinois 60015, Walgreen Store #9850 Attn: Cathy Norman.

(iii) Landlord shall then have the option of choosing to perform such Material Repair itself or paying the cost of Subtenant to perform such Material Repair. Landlord agrees that it will provide Subtenant with a response as to any Material Repairs indicating Landlord's proposed course of action within five (5) business days after receipt of notice from Subtenant. If Landlord elects to perform such Material Repair, Landlord shall complete such Material Repair within thirty (30) days following Landlord's election, Landlord shall commence all needed repairs and thereafter diligently work to complete the needed repairs within a reasonable period of time not to exceed ninety (90) days. If Landlord elects not to perform such Material Repair, then Subtenant shall proceed to perform such Material Repair on behalf of Landlord pursuant to the other conditions of this Article 6(b).

(iv) To the extent any Landlord System has a warranty in effect during the term of this Sublease, Landlord agrees, if assignable, to assign such warranty to Subtenant for maintenance purposes and, if applicable, provide Subtenant with a copy of the terms and conditions of such warranty and Subtenant agrees to take all reasonable measures to ensure such warranty remains in effect during Subtenant's administration of the repair of Landlord Systems. To the extent any warranties exist on Landlord Systems that are not assigned and provided to Subtenant, Landlord waives any claim against Subtenant for breach of such warranties while administering repairs of Landlord Systems.

(v) Landlord agrees that the following individual/department shall be Subtenant's sole source of contact concerning repair of Landlord Systems under this Article: Cathy Norman, Real Estate Associate, 106 Wilmot Rd, MS 1632, Deerfield, IL 60015, Cathy.Norman@walgreens.com,.

(vi) To facilitate compliance with their respective obligations under this Article, Landlord and Subtenant each agree to execute such permit applications and related and similar documents as must be executed by the "landlord" or "tenant" of the Subleased Premises in order for such documents to be processed in accordance with applicable law. This provision is not intended to re-allocate the responsibilities or liabilities otherwise set forth in this Sublease, but rather is intended to facilitate compliance with certain administrative requirements which may exist from time to time under applicable law.

(c) During the entire Sublease Term, Subtenant shall, at its sole cost and expense, maintain and repair HVAC System, as necessary; provided, however, that if any unit of the HVAC System requires repairs in an amount of $1,500 or more during any twelve (12) month period, Landlord shall be required to replace such unit with a unit of equivalent capacity, so that at all times during the initial Sublease Term the HVAC System is fully operational. Subtenant shall maintain a service contract for the routine performance of standard HVAC system maintenance, including but not limited to replacement of filters, oiling of mechanical components and inspection for wear and tear, which service contract shall require quarterly service visits during the Sublease Term. Within fifteen (15) days of Subtenant's receipt of Landlord's written request, Subtenant shall provide Landlord with a copy of the foregoing HVAC contract.

(d) Subtenant shall promptly replace any and all broken or damaged glass with material of the same size and quality as that broken.

(e) Subtenant shall keep the parking areas and sidewalks of the Subleased Premises in a safe condition and shall promptly remove all snow and ice therefrom, and keep the same free and clear of garbage and refuse of all kinds. Furthermore, Subtenant shall not place or permit thereon any temporary or permanent stands, constructions, or obstructions of any kind except that Subtenant may place a storage trailer at the rear of the Subleased Premises, a trash compactor and/or bailer, if permissible under the Overlease and any applicable laws. Subtenant shall indemnify Landlord and hold Landlord harmless from all damages resulting from injuries or accidents due or alleged to be due from the accumulation of any ice, snow, or other hazardous matter, or from defects, constructions, or obstructions in or upon said parking areas and sidewalks.

(f) Subtenant shall promptly comply with all laws, rules, regulations, orders and notices of the City, County, State, and Federal authorities, including without limitation, any and all copyright and/or trademark laws, and any departments thereof, and/or any other requirements of public authorities, applicable to Subtenant or to Subtenant's specific use and occupancy thereof, and shall indemnify Landlord and save Landlord harmless from all claims, actions, judgments, penalties, fines, costs, losses, and damages resulting from Subtenant's failure so to do. Landlord shall promptly comply with all laws, rules, regulations, orders and notices of the City, County, State, and Federal authorities, and any departments thereof, and/or any other requirements of public authorities, applicable in general to the Subleased Premises that is not due to Subtenant's specific use and occupancy thereof or, alternatively, to the extent that the Overlease does not expressly obligate Landlord to comply with such laws, rules, regulations, orders and notices, Landlord shall use reasonable efforts to cause Overlessor to comply with same.

(g) To the extent required by the Overlease, Subtenant shall comply with all reasonable rules and regulations which may be made by Overlessor and which, in the reasonable judgment of Overlessor, may be necessary or advisable for the safety, care, and cleanliness of said Subleased Premises and the equipment and appurtenances

thereof and of the Building. Such rules and regulations, when notice thereof is given to Subtenant, shall form a part of this Sublease.

(h) Subtenant shall not use or occupy the Subleased Premises, or permit the same to be used or occupied, for any other purpose or in any other manner than as set forth in this Sublease, nor for any unlawful or immoral purpose; Subtenant shall prevent the emanation from the Subleased Premises of any and all noises and odors which are reasonably objectionable to Landlord, Overlessor, or to other occupants of said Building, occupants of the shopping center, if any, or occupants of the neighborhood. In no event shall any gaming or gambling be carried on or permitted in the Subleased Premises.

(i) Subtenant shall not do or permit to be done any act, matter, or thing objectionable to Landlord's or Overlessor's insurance companies whereby the fire or any other insurance policy now or hereafter on the Building or on the contents of said Building shall become void or suspended, or refused renewal, or whereby the same shall cause the Subleased Premises to be rated as a more hazardous risk, or whereby the rates or premiums therefor shall be increased, or whereby the insurance companies shall refuse to issue fire insurance or any other insurance on said Building which Landlord or Overlessor may desire, nor keep or use any flammable fluids, explosives, or other dangerous articles of any kind in, on, or about the Subleased Premises, except in compliance with laws and in the ordinary course of Subtenant's business as a variety retailer.

(j) Landlord shall, during the Sublease Term, use commercially reasonable efforts to cause Overlessor to maintain and make all repairs or replacement duties which are its responsibility under, and to the extent required by the terms of, the Overlease. So long as Landlord uses commercially reasonable efforts to cause Overlessor to perform as required herein, Subtenant shall save and hold Landlord harmless, and otherwise waive any claims, actions, or recovery against Landlord with respect to any and all penalties, fines, expenses, damages, costs (including attorney fees and court costs), claims, judgments, obligations, and liabilities resulting from Overlessor's failure to comply with such obligations.

(k) Subtenant shall not conduct any auction, fire, or bankruptcy sales from the Subleased Premises, nor use the sidewalks adjacent to the Subleased Premises for display or selling purposes without, in each event, Landlord's prior written consent.

(l) Except as provided otherwise in this Article 6 and except for repairs or replacements required as a result of casualty as provided in Article [14] of the Overlease, it shall be Subtenant's responsibility hereunder to perform any actions/tasks or make any repairs, maintenance, and replacements which would otherwise be the responsibility of Landlord and/or which are not the responsibility of the Overlessor under the terms of the Overlease, at Subtenant's sole cost and expense.

7. INSURANCE

(a) Subtenant agrees to carry and keep in force during the Sublease Term, at Subtenant's sole expense, the following insurance:

(i) Comprehensive commercial general liability insurance covering liability in a sum of not less than $5,000,000 per occurrence, bodily injury and property damage combined, and an umbrella policy with a minimum additional coverage of $1,000,000, insuring against any and all liability for property damage and for injuries to or death of persons occurring in, on, or about the Subleased Premises or arising out of the use or occupancy of the Subleased Premises.

(ii) Worker's compensation insurance in the amounts specified from time to time by the applicable regulatory agency in the State where the Subleased Premises are located.

(iii) Property insurance covering the replacement value of Subtenant's inventory, fixtures, equipment, leasehold improvements, and Subtenant's other property in the Subleased Premises. Notwithstanding the foregoing, to the extent permitted under the Overlease, Subtenant may self-insure Subtenant's leasehold improvements, inventory, fixtures, equipment and Subtenant's other property in the Subleased Premises during the Sublease Term so long as Subtenant shall have at all times a tangible net worth of at least Ten Million Dollars ($10,000,000.00). At Landlord's written request, Subtenant shall furnish Landlord with an Annual Report evidencing such net worth, certified as true by Subtenant's Chief Financial Officer; provided, however, that Subtenant's obligation to so certify Subtenant's net worth to Landlord shall only apply if Landlord is unable to ascertain Subtenant's net worth via Subtenant's web site, the address of which is www.dollartree.com.

(b) All general liability policies required to be obtained by Subtenant shall be issued in the name of Subtenant and shall include as additional insureds, Landlord, Overlessor, and such other persons or entities as Landlord specifies. Certificates of all such policies shall be delivered to Landlord prior to the Commencement Date. All such policies shall provide that the company writing such policy shall give Landlord ten (10) days prior written notice of any cancellation or reduction of such insurance.

(c) In the event that Subtenant fails to provide Landlord with the above described certificate(s) of insurance, or any one of them, when and in the form required, Landlord may, but shall not be required to, secure such insurance in the name of Subtenant, Landlord, Overlessor and other persons as Landlord directs, and the cost, expense, and premium therefor shall be owed by Subtenant to Landlord as Additional Rent.

(d) Landlord and Subtenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look first to its insurance for recovery. Landlord and Subtenant hereby grant to each other, on behalf of

any insurer providing insurance to either of them, with respect to the Subleased Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

8. UTILITIES

Subtenant shall pay when due all bills for water, sewer rents, sewer charges, heat, gas, electricity, and all other utilities used on the Subleased Premises from the date of Subtenant's possession until the expiration or earlier termination of the Sublease Term. Whenever possible, the source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. Subtenant shall cause all utility services and service lines to the Subleased Premises to be separately metered (if not separately metered upon Landlord's delivery of possession of the Subleased Premises). Nothing herein shall be construed as requiring Landlord to furnish any utilities or services, but it is agreed that, in the event Landlord or Overlessor shall furnish or cause or arrange to be furnished to Subtenant any utilities or services, Subtenant shall pay to Landlord or Overlessor for such service, and Landlord or Overlessor shall not be liable for any failure or interruption thereof unless caused by Landlord's grossly negligent or willful acts. In case any of said bills and charges shall not be paid by Subtenant when due, Landlord may pay the same, and any amount so paid by Landlord shall immediately be owing from Subtenant to Landlord as Additional Rent.

9. SIGNS

Subtenant shall not paint, place, erect, project, nor cause or permit to be painted, placed, erected, or projected, any sign, mark, or advertising device in, on, or about the Subleased Premises or the Building without in each case first obtaining Landlord's written consent and Overlessor's consent (to the extent required under the Overlease), and if such consent shall have been granted, Subtenant shall indemnify Landlord and Overlessor and save Landlord and Overlessor harmless from all claims and damages resulting therefrom, and Subtenant shall, prior to the expiration or termination of this Sublease, remove any such sign, mark, or device and any supports thereof and restore the Subleased Premises and Building to their former condition with the exception of reasonable wear, tear, and damage due to casualty. Subtenant shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and Subtenant shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Landlord hereby approves Subtenant's signage set forth on Exhibit C attached hereto and made a part hereof.

10. ALTERATIONS

(a) After completing Subtenant's Work, Subtenant will not, at any time, make, install, or allow to be made or installed any alterations, improvements, or additions in, on, or about the Subleased Premises or the Building without in each case first obtaining Landlord's written consent, and then only upon such terms, conditions, restrictions, and limitations as may be imposed by Landlord in any such written consent, and only upon first furnishing such indemnities from Subtenant or an insurance policy(ies) as may be required by Landlord in any such written consent. In addition, Subtenant shall comply with any requirement in Article 12 of the Overlease to obtain Overlessor's consent for any alterations for which same is required pursuant to Article 12 of the Overlease.

(b) Notwithstanding anything to the contrary, after completing Subtenant's Work, Subtenant shall be permitted to make up to an aggregate of $25,000 for interior, nonstructural alterations and improvements to the Subleased Premises per calendar year without Landlord's prior written consent. In the event the costs for Subtenant's interior, nonstructural alterations and improvements to the Subleased Premises in any one calendar year exceed $25,000.00, Subtenant shall obtain Landlord's consent for such alterations. Subtenant shall obtain all necessary permits prior to commencing any alterations or improvements and shall complete all work in a good and workmanlike manner and in accordance with applicable laws. Subtenant shall indemnify Landlord and save Landlord harmless from all claims and damages resulting from its alterations, improvements, additions, or installations, and shall obtain all necessary permits and pay all costs and charges for any work done by Subtenant, and for all labor and material used therein, and will not permit any lien or claim to be filed or to stand against the Subleased Premises or the Building by reason of labor or material furnished by or to Subtenant.

(c) All alterations, improvements, additions, and permanent fixtures shall remain upon the Subleased Premises at the expiration or termination of this Sublease unless Landlord requests the removal thereof, in which case, the removal shall be done promptly and in a good and workmanlike manner, and Subtenant shall repair all damage to the Subleased Premises arising out of or in connection with such removal. In performing any repairs, alterations, improvements, or additions pursuant to the provisions of this Sublease, Subtenant agrees that it will take no action pursuant to this section which will violate any of Landlord's labor contracts of which Subtenant is aware. In the event any lien is filed for any reason whatsoever incident to the acts or omissions of Subtenant, Subtenant shall cause such lien to be canceled and discharged of record by payment, bonding or otherwise within thirty (30) days after notice by Landlord.

11. ASSIGNMENT AND SUBLETTING

(a) Subtenant will not assign, pledge, mortgage, or otherwise transfer, hypothecate, or encumber this Sublease or any interest hereunder, nor sublet the Subleased Premises or any part thereof, nor license or permit the use or occupancy thereof by anyone other than Subtenant, nor offer to assign, pledge, mortgage, or otherwise transfer, hypothecate, or encumber this Sublease or to sublet or license the Subleased Premises or any portion thereof, nor allow to take place any transfer or

assignment of Subtenant's interest hereunder by operation of law without first obtaining Landlord's prior written consent thereto, such consent not to be unreasonably withheld, conditioned or delayed.

(b) Subject to Article 13 of the Overlease, Subtenant may assign this Sublease or sublet all or part of the Subleased Premises to an "Affiliate" (as defined herein) without Landlord's consent. For purposes of this provision, an "Affiliate" means (i) Subtenant's parent corporation, limited liability company or partnership, (ii) a corporation, limited liability company or partnership owned or controlled by Subtenant's parent, (iii) a wholly-owned subsidiary of Subtenant, or (iv) a corporation, limited liability company or partnership which acquires all or a majority of the outstanding stock of Subtenant.

i. In the event of a sub-sublease to an Affiliate, Subtenant and Guarantor shall, notwithstanding such sub-sublease, remain fully liable for performance of the obligations under the terms of this Sublease.

ii. In the event of assignment to an Affiliate, the assignee shall expressly assume for the benefit of Landlord the obligations of Subtenant under this Sublease. However, Subtenant and Guarantor shall guarantee the assignee's performance under this Sublease.

iii. Subtenant shall provide written notice to Landlord of any transfer to an Affiliate within thirty (30) days of its effective date.

(c) Subtenant acknowledges that Landlord may seek to (x) assign its interest in this Sublease to the Overlessor and (y) terminate the Overlease causing this Sublease to become a direct lease with the Overlessor (collectively, an "Assignment and Termination"). Subtenant agrees that Landlord shall have the right to perform an Assignment and Termination on the following conditions:

i. Overlessor agrees (A) not to make Subtenant a party in any removal or eviction proceeding due to an Assignment and Termination, (B) that Subtenant will not be disturbed or in any way interfered with, and (C) the Sublease will continue in full force and effect as a direct lease between Overlessor and Subtenant;

ii. Overlessor agrees to assume and perform all obligations of Landlord under this Sublease throughout the Sublease Term, including, without limitation, Landlord's obligations under the Overlease as set forth in Article 28 below, notwithstanding an Assignment and Termination;

iii. Overlessor and Landlord execute an assignment document substantially in the form of Exhibit "F" attached hereto and made a part hereof; and

iv. Landlord shall provide Subtenant with notice upon or immediately after any transfer of Landlord's interest in the Subleased Premises, which notice shall include: (i) a copy of the applicable assignment document (and termination document to the extent not protected by confidentiality); (ii) updated notice, payment and contact information for the Overlessor; and (iii) a complete and executed IRS form W-9 for the Overlessor. Subtenant shall have no obligation to make payments to Overlessor unless and until it has received such documentation, after which time the accrued, unpaid payments of rent shall be made with the next regularly scheduled payment of rent.

12. DAMAGE AND DESTRUCTION

If the Subleased Premises, or the Building, and/or the common areas of or appurtenant to the Subleased Premises shall be damaged or destroyed by fire or other casualty or happening, Landlord may, at its option, either terminate this Sublease (in which event, any unearned rent paid in advance shall be refunded, if Subtenant is not in default), or rebuild the building and other improvements on the Subleased Premises in accordance with Article 14 of the Overlease. Landlord shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance resulting from the repairing of said Subleased Premises or Building, or by reason of any interruption of Subtenant's business or of Subtenant's use of said Subleased Premises, or by reason of the termination of this Sublease as a result of such damage or destruction. If the damage or destruction to the Subleased Premises shall occur during the last two (2) years of the Sublease Term, Subtenant shall have the right and option to terminate this Sublease effective on the date of such happening, and any unearned rents paid in advance shall be refunded. Subtenant shall bear all risk of damage or destruction of its leasehold improvements, fixtures, machinery, equipment, inventory, and other property. In no event shall Landlord have any liability with respect thereto.

13. INDEMNIFICATION

(a) Subtenant covenants to defend and indemnify Landlord and hold Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, (i) for loss of life or personal injury or property damage occurring in or upon the Subleased Premises or any part thereof during the period commencing on the Commencement Date and continuing through the end of the Sublease Term, or (ii) attributable in whole or in part to a breach of any representation or warranty made by Subtenant in this Sublease, except to the extent that any such claims, actions, damages, liabilities and expenses for which Landlord seeks indemnity (x) are caused by or arise from (1) the acts or omissions of Landlord, its agents, contractors, licensees and employees, whether negligent or not, or (2) a breach of a representation, warranty or covenant made by Landlord under this Sublease, or (y) are matters for which Landlord is liable under Applicable Law.

(b) Landlord covenants to defend and indemnify Subtenant and hold Subtenant harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, (i) for loss of life, personal injury or property damage occurring in or upon the Subleased Premises during the period commencing on the Commencement Date and continuing through the end of the Sublease Term and caused by or arising from the acts or omissions of Landlord, its agents, contractors, licensees and employees, or (ii) attributable in whole or in part to a breach of any representation or warranty made by Landlord in this Sublease, or (iii) to the extent Landlord is entitled to the benefits of such indemnification under any OEA (as defined below) and actually receives the benefits of indemnification, for loss of life, personal injury or property damage occurring in or upon the lands and improvements subject to any OEA other than the Subleased Premises, except to the extent that any such claims, actions, damages, liabilities and expenses for which Subtenant seeks indemnity (x) are caused by or arise from (1) the acts or omissions of Subtenant, its agents, contractors, licensees and employees, whether negligent or not, or (2) a breach of a representation, warranty or covenant made by Subtenant under this Sublease, or (y) are matters for which Subtenant is liable under Applicable Law. As used herein, an "OEA" is a reciprocal easement agreement, declaration, operating agreement or similar agreement, regardless of how such agreement may be titled, recorded in the real property records which either encumbers or benefits the Subleased Premises, in whole or in part.

14. LANDLORD'S RIGHT TO INSPECT

Subtenant covenants and agrees that Landlord, upon prior written notice to Subtenant, by its employees, agents, or anyone authorized thereby, shall, at all reasonable times during normal business hours, have the right to go upon the Subleased Premises and every part thereof, and to inspect the Subleased Premises, and, at Landlord's option and at Subtenant's expense, to make any repairs or to do any work for which Subtenant is obligated under this Sublease but, after Subtenant's receipt of notice of the necessity for such repairs and with the passage of time set forth in Article 17(a) below, has failed to make or do. Subtenant will pay to Landlord as Additional Rent all actual out-of-pocket costs for the repairs for which Subtenant is obligated. In addition, Landlord may make alterations and additions in and to the Subleased Premises or the Building as Landlord may reasonably deem necessary or advisable pursuant to any other provision of this Sublease, provided the making of such repairs, alterations and additions does not adversely affect Subtenant's ability to conduct its business, and Subtenant will make no claim for abatement of rent, actual or constructive eviction, or otherwise, by reason thereof. It is understood and agreed that with prior written notice to Subtenant, the Overlessor shall also have the right, from time to time, to enter the Subleased Premises and to change, alter, or remodel the Building or Subleased Premises to the extent provided in the Overlease. Landlord agrees, except in the case of an emergency, that it will not enter the Subleased Premises during the time period from the third week of October through the end of January to change, alter or remodel the Building or Subleased Premises.

Subtenant covenants and agrees that Landlord and/or Overlessor, by their respective employees, agents, or anyone authorized by them, shall, during the last one hundred-eighty (180) days of the Sublease Term, have the right to erect and display, upon such part or parts of the Subleased Premises as Landlord and/or Overlessor may determine, "For Sale" or "For Rent" signs, or both, which signs may contain such matter as may be required, and when so placed, same shall not be disturbed, defaced, or interfered with by Subtenant.

15. CONTINUOUS OPERATION

(a) Notwithstanding any provision in this Sublease to the contrary, it is expressly acknowledged by Landlord that this Sublease contains no implied or express covenant for Subtenant to conduct business in the Subleased Premises, continuously or otherwise, subject to the terms and conditions of this Sublease and the Overlease. In the event Subtenant discontinues retail operations in the Subleased Premises (excluding, however, an Exempted Discontinuance of retail operations, as defined below), and such discontinuance of retail operations continues for thirty (30) consecutive days, Landlord may, at any time thereafter during the Sublease Term, elect to terminate this Sublease and regain possession of the Subleased Premises by written notice to Subtenant (the "Termination Notice"), in which event this Sublease shall terminate as to all obligations of the parties thirty (30) days after the date of receipt of the Termination Notice. Subtenant shall give Landlord advance notice of any intended discontinuance of retail operations from the Subleased Premises as soon as would be reasonable for Subtenant to do so, considering Subtenant's need to keep such decision confidential. However, unless Landlord terminates this Sublease and takes possession as provided above, Subtenant shall be obligated to pay fixed rent and Additional Rent until the end of the Sublease Term with respect to this Article 15.

(b) Exempted Discontinuances. The following discontinuances of retail operations shall be exempted from the applicability of Landlord's right to terminate hereunder ("Exempted Discontinuance"): (i) any good faith discontinuance occasioned by a force majeure event as herein described; (ii) cessation of retail operations not to exceed ninety (90) days in connection with a transfer of possession caused by a permitted assignment or sublet; (iii) any discontinuance not to exceed thirty (30) days in connection with a remodeling; or (iv) a period not to exceed three (3) days per year to conduct inventory.

16. SURRENDER

Upon the expiration or earlier termination of this Sublease and the Sublease Term created hereby, or upon the termination of Subtenant's right of possession, whether by lapse of time or otherwise, Subtenant shall promptly remove Subtenant's goods and effects (except as otherwise indicated in Article 10 hereinabove) and peaceably deliver up and surrender to Landlord immediate possession of the Subleased Premises in as good and substantial order, condition, and repair as the same were delivered to

Subtenant, excepting only ordinary wear and tear, and damage by fire or other casualty, and shall promptly deliver to Landlord, at the place where rent is then payable, all keys for the Subleased Premises, and Subtenant shall pay to Landlord, as Additional Rent, the amount of any and all damages, penalties, costs, attorney fees and expenses for which Landlord may be liable or which Landlord may suffer or incur by reason or arising out of Subtenant's failure to strictly comply with the provisions and requirements of this Article. None of the provisions of this Article shall operate as a waiver by Landlord of Landlord's right of reentry and repossession nor of its lien rights as hereinafter set forth, nor shall any act or receipt of monies, in apparent affirmance of the tenancy created by this Sublease, operate as a waiver of Landlord's right to terminate this Sublease for any breach by Subtenant beyond applicable notice and cure periods, nor shall the provisions of this Article preclude Landlord from exercising any rights or remedies at law or in equity for any holding over by Subtenant beyond the expiration or sooner termination of this Sublease. Unless sooner terminated, this Sublease shall expire at the end of the Sublease Term, without notice, all such notice, whether statutory or otherwise, being hereby expressly waived by Subtenant.

17. DEFAULT

A. Subtenant Default

(a) If Subtenant shall fail to pay in full within five (5) business days after Subtenant's receipt of notice any rents and/or other sums and charges in this Sublease reserved, included, or agreed to be paid by Subtenant as Additional Rent or otherwise, or if Subtenant shall breach, violate, or fail to perform any one or more of the other covenants, conditions, provisions, and agreements in this Sublease which Subtenant is obligated to keep, perform, and observe is not cured within twenty (20) days after Subtenant's receipt of notice (unless Subtenant is thereafter continuously and with reasonable diligence proceeding to complete the performance required to cure such breach), or if Subtenant's interest in this Sublease shall be levied upon under any legal process, or if any petition shall be filed by or against Subtenant to declare Subtenant bankrupt or to extend, reduce, modify, adjust, or reorganize Subtenant's debts, obligations, or business, or if Subtenant shall be declared insolvent according to law, or if any assignment of Subtenant's property shall be made for the benefit of creditors, or if any petition shall be filed by or against Subtenant in this or any other state or in the United States for the appointment of a receiver or trustee for Subtenant or for Subtenant's property, or if any other such receiver or trustee shall be appointed under any proceedings whatsoever, or if Subtenant's interest in this Sublease shall be assigned by operation of law (other than as permitted under this Sublease) or pass to any receiver, trustee, or other court appointee, during the Sublease Term, then the occurrence of any one or more of the events hereinabove set forth shall constitute a breach of this Sublease by Subtenant, and Landlord, at Landlord's option, shall have any one or more of the following remedies:

(i) Landlord may terminate this Sublease and the Sublease Term created hereby, in which event Landlord shall be entitled to immediate possession of the

Subleased Premises, and Landlord may forthwith reenter and repossess the same, provided Landlord has an appropriate court order.

(ii) Landlord may terminate Subtenant's right of possession, but without terminating this Sublease or the Sublease Term created hereby, in which event Landlord shall be entitled to and may recover possession of said Subleased Premises, provided Landlord has an appropriate court order. Notwithstanding such repossession or any proceedings therefor, Subtenant shall nevertheless remain liable to Landlord for the payment in full, and promptly when due and payable, of all rents and all other sums and charges in this Sublease reserved, included, or agreed to be paid by Subtenant. Landlord may from time to time relet said Subleased Premises, in whole or in part, for the account and benefit of Subtenant, and for such rent and for such period, whether longer or shorter than the remainder of the Sublease Term, and upon such other reasonable terms as may be satisfactory to Landlord, and for the purpose of such reletting, Landlord is hereby irrevocably authorized by Subtenant to make any repairs to restore the Subleased Premises to the condition as when delivered to Subtenant, reasonable wear, tear and damage due to casualty excepted. Subtenant shall have no other obligation to pay any of Landlord's alteration or renovation costs, provided that Subtenant shall be obligated for all of Landlord's expenses to repair the Subleased Premises to the condition required for surrender under Article 16 above. If the Subleased Premises shall not be so relet by Landlord, and until the same may be so relet, (x) Subtenant shall continue to pay to Landlord as the same shall become due and payable, the rents and all other sums and charges in this Sublease reserved, included, or agreed to be paid by Subtenant as Additional Rent or otherwise, and (y) Subtenant shall be responsible for the performance and observance of all of the other covenants, conditions, provisions, and agreements in this Sublease on the part of Subtenant to be kept, performed, and observed. If the Subleased Premises shall be so relet by Landlord at any time, (a) and if a sufficient sum shall not be realized from any such reletting of the Subleased Premises to fully pay and satisfy the rents and all other sums and charges in this Sublease reserved, included, or agreed to be paid by Subtenant as Additional Rent or otherwise, after paying all of the costs and expenses hereinabove authorized, as well as brokerage and collection fees and expenses, then Subtenant shall pay to Landlord monthly the amount of each such monthly deficiency; and (b) Subtenant shall no longer be responsible for the performance and observance of any of the other covenants, conditions, provisions, and agreements in this Sublease on the part of Subtenant to be kept, performed, and observed which by their nature Subtenant reasonably would perform (*e.g.,* repairs and maintenance) due to Subtenant's possession of the Subleased Premises. Landlord shall not be required to accept any new lessee proffered by Subtenant, nor shall Landlord be under any duty or obligation to relet or to endeavor to relet said Subleased Premises, nor to do any act or exercise any diligence whatsoever in or about the reletting thereof or to mitigate damages, Subtenant hereby waiving and releasing any and all claims by reason of Landlord's failure so to do. Landlord may, from time to time, make demand for and file suit to recover any sums accruing to Landlord under this Article, and no action for recovery of any portion due Landlord hereunder shall constitute a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(iii) Any other or additional remedy, at law or in equity, for the enforcement of Landlord's rights and Subtenant's obligations under this Sublease.

(b) If possession of the Subleased Premises be not immediately surrendered as hereinbefore provided in this Sublease, Landlord may forthwith reenter said Subleased Premises and repossess itself thereof and remove all persons and effects therefrom, using such reasonable force as may be necessary, without being deemed guilty of any manner of trespass or forcible entry or detainer, provided Landlord has an appropriate court order.

(c) No receipt of rent or monies by Landlord from Subtenant after the termination of this Sublease and the Sublease Term created hereby, or after the giving of any notice or demand, shall reinstate, continue, or extend this Sublease or the Sublease Term created hereby, or affect any notice or demand given to Subtenant prior to the receipt of such rent or monies, and no receipt of rent or monies by Landlord from Subtenant after the termination of Subtenant's right of possession, or after the giving of any notice or demand, shall reinstate, continue, or extend Subtenant's right of possession.

(d) Subtenant shall pay as Additional Rent all actual expenses and reasonable attorney fees incurred by Landlord in enforcing the provisions of this Sublease, and in any litigation in which Landlord shall, without Landlord's fault, become involved through or on account of this Sublease.

(e) No waiver of any term, covenant, condition, provision, or agreement of this Sublease shall be implied by any failure of Landlord to terminate this Sublease or to take any other action because of any breach by Subtenant, whether such breach be a single instance or continued or repeated, and no express waiver by Landlord shall be of any effect unless in writing, and then only for the time and in the manner specifically stated therein, and if Landlord shall not take action upon any breach by Subtenant, such failure or forbearance shall not be or be construed as a waiver by Landlord of any right or remedy, but Landlord shall have the right, at any and all times, to enforce the prompt and strict compliance with all of the terms, covenants, conditions, provisions, and agreements of this Sublease regardless of and notwithstanding any and all former acts of forbearance or failure to require or insist upon such prompt and strict compliance.

(f) Landlord shall have a first lien upon any and all rents from subtenants or assignees of Subtenant, if any, and upon Subtenant's interest under this Sublease to secure the payment of all monies due under this Sublease, which lien may be foreclosed or enforced by garnishment, attachment, distraint, receivership, self-help, or other applicable remedy.

(g) All rights and remedies given in this Sublease to Landlord shall be cumulative and concurrent, and none shall exclude any other rights and remedies at law or in equity.

(h) No surrender of the Subleased Premises or of the keys thereto, prior to the termination or expiration by lapse of time of the full stated Sublease Term, shall be binding upon Landlord unless accepted in writing by a duly authorized agent or officer of Landlord.

(i) Any rejection of this Sublease by any trustee in bankruptcy or other court appointed receiver or representative of Subtenant or its creditors shall, at Landlord's option, terminate this Sublease.

B. Default by Overlessor

In the event Overlessor defaults under the Overlease, Subtenant shall have the right to request, by written notice to Landlord, that Landlord exercise against Overlessor one or more rights or remedies under the Sublease, at no expense to Landlord. Upon receipt of such request from Subtenant, Landlord shall elect either to (a) promptly exercise against Overlessor the rights and remedies under the Overlease requested by Subtenant, or (b) promptly appoint Subtenant as Landlord's agent for the purpose of exercising against Overlessor such rights and remedies. In either case, Subtenant shall indemnify, defend and hold harmless Landlord from and against any and all liability, loss, cost, expense or damages, including attorney's fees, arising as a result of the exercise of such rights and remedies. In no event shall Subtenant exercise any rights or remedies under the Overlease against Overlessor without the prior written consent of Landlord.

C. Default by Landlord

Landlord shall be in default if Landlord fails to perform any of Landlord's obligations under this Sublease and such failure is not cured within thirty (30) days following receipt of notice from Subtenant or if the default is not capable of being cured within such thirty (30) day period, if Landlord fails to commence its cure within such thirty (30) day period or thereafter fails to diligently prosecute such cure to completion and complete the cure within ninety (90) days following receipt of Subtenant's notice.

(i) Available Remedies. Upon the occurrence of a default by Landlord, Subtenant shall have all rights and remedies specified in this Sublease, including the self-help rights described below. Without limiting the foregoing, upon the occurrence of a default by Landlord that prevents Subtenant from operating its business in the Subleased Premises, after providing Landlord with an additional notice of such default and an additional period of thirty (30) days to cure such default and such default remains uncured and Landlord is not diligently pursuing the cure of said default, Subtenant may terminate this Sublease by providing notice to Landlord, in which event this Sublease shall terminate on the date thirty (30) days following receipt of Subtenant's notice of termination.

(ii) Self-Help. If Landlord is in default under this Sublease, then following the expiration of all cure periods afforded Landlord hereunder, Subtenant shall have the right, but not the obligation, in addition to all other rights and remedies available

to Subtenant under this Sublease, to perform Landlord's obligations on behalf of, and at the expense of Landlord on the terms and conditions specified herein. Prior to exercising self-help, Subtenant shall notify Landlord of the estimated third party, out-of-pocket cost before exercising such self-help right. If Subtenant elects to perform any of Landlord's obligations, Landlord shall be obligated to reimburse Subtenant, within thirty (30) days of written request, for all third party out-of-pocket fees and expenses incurred by Subtenant in performing such obligations; provided, however, that in no event will Landlord's obligation to reimburse Subtenant for such fees and expenses exceed the amount of fixed rent payable under this Sublease over the Sublease Term. Landlord may send notice to Subtenant of any dispute with respect to the amount of the requested reimbursement within thirty (30) days of receipt. In the event Landlord fails to reimburse Subtenant in full within thirty (30) days after receipt of Subtenant's bill accompanied by reasonable evidence documenting such third party out-of-pocket costs and that Subtenant has paid for the repair, Subtenant shall have the right to offset undisputed amounts against the fixed rent due under this Sublease, beginning with the first installment of Rent after the expiration of such 30-day period and continuing until Subtenant has been reimbursed in full. To the extent there is any good faith dispute regarding the amounts incurred, the parties shall reasonably cooperate to resolve the same.

18. SUBORDINATION

Subtenant acknowledges the Overlease with Overlessor governs the Subleased Premises. Landlord shall promptly forward to Subtenant any default or termination notice with respect to the Overlease received by Landlord. This Sublease is and shall be subject and subordinate in all respects to, and Subtenant shall not, in any manner whatsoever, violate any of the terms, covenants, conditions, or provisions of the Overlease and any other lease or other arrangement or right to possession under which Landlord now, or at any time during the Sublease Term, holds the Subleased Premises, and to all rights of the owner or owners of the Subleased Premises, and to all rights of Overlessor, and to any and all mortgages and other encumbrances now or hereafter placed upon said Subleased Premises or upon Landlord's leasehold estate. Other than in the case of an Assignment and Termination under Article 11 of this Sublease, Subtenant expressly agrees that if Landlord's tenancy, control, or right to possession shall terminate by expiration, forfeiture, cancellation, surrender, foreclosure, or by virtue of any other agreement in any other manner, then this Sublease, at Landlord's option, shall thereupon terminate, and Subtenant shall surrender immediate possession of the Subleased Premises, in which case any unearned rent paid in advance shall be refunded if Subtenant is not in default beyond applicable cure period. As a material consideration hereof, Subtenant does hereby waive and release any and all claims for damages or otherwise which Subtenant may have, claim, or acquire by reason or as a result of any termination of this Sublease or of any action on the part of any owner, underlying lessor, mortgagee, or encumbrancee under any existing or future leases, mortgages, or other encumbrances, which may affect the tenancy hereunder or which may terminate this Sublease. Notwithstanding the previous and in accordance with Article 24 hereof, Landlord covenants and agrees that Subtenant shall have the right to pursue all remedies under

law and equity against Landlord in the event that the Overlease is terminated due to Landlord's actions and failure to cure such default. Except with respect to an event of casualty or condemnation (including without limitation any rights to terminate the Overlease under Article 14 of the Overlease), Landlord covenants and agrees not to voluntarily cancel or surrender the Overlease, or consent to any modification, amendment or supplement to the Overlease which would have a material and adverse effect on Subtenant's occupancy of the Subleased Premises or its use of the Subleased Premises for their intended purpose, without the prior written consent of Subtenant. Landlord shall provide Subtenant with a true and correct copy of any such amendment or modification of the Overlease and any supplemental agreements relating thereto hereafter made between Overlessor and Landlord. Subtenant agrees that Subtenant shall, at any time and from time to time, within twenty (20) days after Subtenant's receipt of request therefore, execute, acknowledge, and deliver such further instrument or instruments as shall be desired to more conveniently and certainly evidence the subordination hereinabove provided.

19. ESTOPPEL

Subtenant shall, from time to time, within twenty (20) days after Subtenant's receipt of request therefor, execute and deliver to Landlord, or to such person as Landlord directs, a certificate ("Estoppel Certificate") setting forth whether or not any uncured default exists under this Sublease, confirming the rent and other charges reserved hereunder, confirming the Sublease Term, and stating such other matters as may be requested.

20. INTENTIONALLY DELETED.

21. LICENSES

Landlord does not represent or undertake that Subtenant shall be enabled to obtain permits or licenses under any Law, Ordinance, or Regulation for such use as, under this Sublease, Subtenant may be permitted to make of the Subleased Premises, and that, in the event Subtenant cannot or does not obtain such permits or licenses, this Sublease shall not terminate without Landlord's express written agreement to such effect. It is understood that Subtenant, at Subtenant's expense, shall procure and keep continuously in effect all permits, licenses, and consents which may be required for the use of said Subleased Premises for the purpose provided for in this Sublease. Any zoning letters, copies of zoning ordinances or other information from any governmental agency or other third party provided to Subtenant by Landlord or any of Landlord's agents or employees shall be for informational purposes only, Subtenant hereby expressly acknowledging and agreeing that Subtenant shall conduct and rely solely on its own due diligence and investigation with respect to the compliance of its Use with all such applicable laws, rules, ordinances and restrictive covenants and not on any such information provided by Landlord or any of its agents or employees.

22. EXCUSE

In the event either party hereto shall be delayed or hindered in, or prevented from the performance of any work, service or other act required under this Sublease (except for Subtenant's obligation to pay rent and other charges due hereunder) to be performed by the party (except delivery of possession of the Subleased Premises to Subtenant) and such delay or hindrance is due to strikes, lockout, acts of God, governmental restrictions, enemy act, civil commotion, inability to obtain materials, or other causes of a like nature beyond the control of the parties so delayed or hindered, then the performance of such work, service or other act shall be excused for the period of such delay performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, such extended period shall be reduced by the period of time between the event or occurrence giving rise to the delay and the date in which the party seeking such extended time shall notify the other party of the existence of said event or occurrence. Unless expressly provided elsewhere in this Sublease, such extension of time shall not exceed six (6) months.

23. NOTICES

In any case where, under the provisions of this Sublease or otherwise, it may be necessary or desirable for Landlord to give to or to serve upon Subtenant any notice or demand, such notice or demand shall be sent by United States certified or registered mail, postage prepaid, or by overnight delivery service, addressed to Subtenant at:

For U.S. Mail:
Lease Administration Department
FAMILY DOLLAR STORES OF GEORGIA, LLC
Post Office Box 1017
Charlotte, North Carolina 28201-1017

-or-

For Commercial Delivery:
Lease Administration Department
FAMILY DOLLAR STORES OF GEORGIA, LLC
10301 Monroe Road
Matthews, North Carolina 28105

Or at such other place as Subtenant may from time to time designate for such purpose in writing. Landlord shall not mail or deliver any notice or consent required to be given by or on behalf of Landlord to the Subleased Premises.

In any case where, under the provisions of this Sublease or otherwise, it may be necessary or desirable for Subtenant to give to or to serve upon Landlord any notice or demand, such notice or demand shall be in writing and in duplicate, with "Walgreens Store #9850" indicated on said correspondence, and shall be sent by United States certified or

registered mail, postage prepaid, or by overnight delivery service, with one copy addressed to the person to whom and the place where rent is then payable, and one copy addressed to Landlord at:

(For property management issues)	Walgreen Co. 106 Wilmot Road, MS#1620 Deerfield, Illinois 60015 Walgreen Store #9850 Attn: Real Estate Property Manager
(For legal issues)	Walgreen Co. 104 Wilmot Road, MS #144G Deerfield, Illinois 60015 Walgreen Store #9850 Attn: Real Estate Law Department

or at such other place as Landlord may from time to time designate for such purpose. If there be more than one Subtenant under this Sublease, any notice given in the manner above provided by or to any one or more of them shall have the same force and effect as if given by or to all of them.

24. QUIET ENJOYMENT

Landlord covenants that as long as Subtenant shall pay all rent and any other sums due under this Sublease and shall duly perform all the terms, covenants and conditions of this Sublease on its part to be performed and observed, Subtenant shall peaceably and quietly have, hold and enjoy the Subleased Premises during the term hereof without molestation or hindrance by Landlord or its agents, servants or employees, subject to the terms and provisions and conditions of the Overlease and this Sublease.

Provided Subtenant is not in default under this Sublease beyond applicable periods of notice and cure and except in the event of a casualty or condemnation, Landlord covenants and agrees not to voluntarily cancel or surrender the Overlease, or consent to any modification, amendment or supplement to the Overlease which will materially deprive Subtenant of its rights under this Sublease, without the prior written consent of Subtenant, except with respect to an Assignment and Termination under Article 11. If the Overlease is terminated for any reason whatsoever, whether by operation of law or otherwise, except through the sole default of Landlord, Landlord shall not be liable in any manner whatsoever for such termination. If the Overlease is terminated through the sole default of Landlord (without corresponding default hereunder by Subtenant) and Subtenant is dispossessed of the Subleased Premises, then Landlord shall be liable to Subtenant for a sum equal to the unamortized value of Subtenant's leasehold improvements to the Subleased Premises, amortized on a straight line basis over the Term of this Sublease. Landlord shall promptly forward to Subtenant any default or termination notice with respect to the Overlease received by Landlord, and this

Sublease shall terminate in the event of any such termination of the Overlease. A termination of the Overlease due to the default of Landlord, other than a default caused by Subtenant under this Sublease, shall be considered a voluntary cancellation or surrender of the Overlease under this Article.

25. ENVIRONMENTAL

(a) Subtenant warrants that (i) no activity will be conducted on the Subleased Premises that will use or produce any Hazardous Substances, except in compliance with Environmental Law; (ii) the Subleased Premises will not be used for storage of any Hazardous Substances, except, in the ordinary course of Subtenant's business and in compliance with Environmental Law; (iii) no portion of the Subleased Premises will be used by Subtenant, Subtenant's agents, and employees for disposal of Hazardous Substances, except in compliance with Environmental Law; (iv) upon Landlord's written request, Subtenant will deliver to Landlord copies of all written information prepared by manufacturers, importers or suppliers of any chemical used by Subtenant in the Subleased Premises at the time of such request; (v) Subtenant will comply with all Environmental Laws, but Subtenant shall not be responsible for any remediation of Hazardous Substances not used, stored or disposed of by Subtenant, its agents, employees or contractors; and (vi) Subtenant will immediately notify Landlord of any violation of which Subtenant is aware that is made or caused by Subtenant or Subtenant's agents, and/or employees of any Environmental Laws or the release or suspected release of Hazardous Substances in, under or about the Subleased Premises, and Subtenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Subtenant with respect to the foregoing. If at any time during or after the Sublease Term, any portion of the Subleased Premises is found to be contaminated and such contamination has been caused by Subtenant or Subtenant's agents, and/or employees or subject to conditions prohibited in this Sublease caused by Subtenant or Subtenant's agents, and/or employees Subtenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Subtenant's cost. Subtenant's obligations pursuant to this subsection shall survive the expiration or termination of this Sublease.

(b) "Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law. Hazardous Substances shall not include ordinary household cleaning and maintenance products or those which are part of Subtenant's inventory or items for retail sale, provided

such products and items are used with due care by Subtenant, Subtenant's agents, and/or employees, and are used, stored, and maintained in accordance with State and Federal Law and manufacturers' recommendations.

(c) "Environmental Law" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

26. FIRE PROTECTION

Landlord shall maintain fire protection services for the Subleased Premises throughout the Term of this Sublease at Landlord's expense. Subtenant shall provide reasonable access to the fire prevention systems for service and inspections. Subtenant shall be solely responsible for any municipal fines associated with any fire code violation which arises from any circumstances within Subtenant's control and responsibility, which may include, but shall not be limited to, fines arising if access to fire prevention system devices is blocked.

27. MISCELLANEOUS

(a) Entire Agreement. This Sublease and any riders forming a part hereof contain all of the promises, agreements, conditions, and understandings between Landlord and Subtenant, and between any agent or agents of Landlord and Subtenant, with respect to the Subleased Premises, and constitute the entire sublease contract, except only as the same may be supplemented or modified in writing and signed by both Landlord and Subtenant.

(b) Not an Offer. The submission of this instrument for examination or execution shall not bind either party in any manner, nor constitute an offer by either party, and no Sublease or obligation of either party shall arise until this instrument shall have been executed in duplicate by both Landlord and Subtenant and duly delivered.

(c) Sublease Inures to the Benefit of Assignees. This Sublease, and each of the terms, covenants, conditions, provisions, and agreements herein contained, shall extend to and shall, as the case may require, bind and benefit not only Landlord and Subtenant, but also their respective heirs, executors, administrators, successors, and assigns, provided, however, that, except as provided in Article 11 hereof, no rights shall inure to the benefit of any assignee or transferee of Subtenant's interest hereunder unless Landlord shall have previously in writing consented to such assignment or transfer, and provided further that, in case of any assignment of Landlord's interest under this Sublease, such assignor shall be released and discharged from any and all liability under this Sublease thereafter accruing provided the assignee assumes in writing such responsibilities. In case of any assignment of Landlord's interest under this Sublease (other than an Assignment and Termination under Article 11 above), Landlord shall provide Subtenant with notice upon or immediately after any transfer of Landlord's interest in the Subleased Premises, which notice shall include: (i) a copy of the applicable assignment of Landlord's interest under this Sublease; (ii) updated notice, payment and contact information for the assignee; and (iii) a complete and executed IRS form W-9 for such assignee. Subtenant shall have no obligation to make payments to any assignee unless and until it has received such documentation, after which time the accrued, unpaid payments of rent shall be made with the next regularly scheduled payment of rent. The acceptance of rent, or any other charge herein reserved as rent or Additional Rent from any person, firm, or corporation other than Subtenant or Subtenant's agent, shall not release Subtenant from further liability under this Sublease, nor constitute an acceptance by Landlord of any such person, firm, or corporation in the place of Subtenant or Subtenant's agent, nor shall the same constitute or be construed as a consent by Landlord to any assignment of this Sublease, any subletting of the Subleased Premises, or any addition of more than the original number of subtenants.

(d) If there is more than one Subtenant, each shall be bound jointly and severally hereunder.

(e) Recording. This Sublease shall not be recorded without the expressed written consent of Landlord, and the cost incurred to record this Sublease shall be borne by the party desiring such recording thereof.

(f) Section/Article Headings. The headings of sections and articles of this Sublease are inserted solely for convenience and reference and shall not constitute a part of this Sublease nor be construed as limited or affecting any of the provisions of any section or article.

(g) Broker's Commission. Each of the parties represents and warrants that it has engaged no broker or finder in the consummation of this Sublease and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Sublease, and each of the parties hereto agrees to indemnify the other against and hold it harmless from liability arising from any claim for broker commissions or fees arising on account of their respective acts or omissions (including, without limitation, the cost of attorney fees in connection therewith).

(h) Intentionally deleted.

(i) Authority to Sign Sublease. The individual executing this Sublease on behalf of Subtenant hereby warrants that they have all necessary authority, whether pursuant to a resolution of Subtenant's Board of Directors, pursuant to empowering provisions contained in Subtenant's by-laws, partnership agreements, trust agreements, articles, and/or declarations, or otherwise, to bind Subtenant to this Sublease. The individual executing this Sublease on behalf of Landlord hereby warrants that they are duly elected and acting officers of Landlord and/or have all necessary authority, pursuant to either resolution of Landlord's Board of Directors or empowering provisions contained in Landlord's by-laws, articles, and/or declarations, to bind Landlord to this Sublease.

(j) Subtenant has been afforded a full and fair opportunity to seek advice from legal counsel, and Subtenant acknowledges that Landlord's attorney represents Landlord and not Subtenant.

(k) No Presumption Against Drafter. All provisions of this Sublease have been negotiated by both parties at arm's length, and neither party shall be deemed the scrivener of this Sublease. This Sublease shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

(l) Governing Law. This Sublease shall be governed by and construed in accordance with the law of the state in which the Subleased Premises are located without regard to the conflicts of law principles thereof.

(m) Attorneys' Fees. In the event of litigation between Landlord and Subtenant in connection with this Sublease, the reasonable attorney fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.

(n) Overlessor Consent. To the extent reasonably necessary, if it is required that Subtenant obtain consent from Overlessor or otherwise communicate with Overlessor pursuant to this Sublease, then Landlord will assist Subtenant with this/these endeavor(s) (provided, however, that in no event shall Landlord be required to expend any funds or agree to modify the Overlease or this Sublease to induce Overlessor to provide such consent or respond to Subtenant's communication).

(o) Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original. All such counterparts together shall constitute one and the same document. The signature and acknowledgement pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Sublease and a complete set of all signature and acknowledgment pages. This Sublease may be executed via facsimile signature or scanned in pdf format sent by e-mail transmission and any such signature shall constitute an original and all such signatures when taken together shall constitute one and the same original instrument

28. REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Throughout the Sublease Term, Landlord shall perform and observe all provisions, terms, covenants and conditions of Landlord as "Tenant" under the Overlease (except to the extent the same have become the obligation of Subtenant under this Sublease), including, without limitation, each of the following: (i) Landlord's obligation to pay all fixed and additional rent, including any common area maintenance expenses, due under the Overlease; (ii) Landlord's obligation to pay real estate taxes set forth in Article 19 of the Overlease; (iii) Landlord's obligation to maintain insurance as set forth in Article 20 of the Overlease; and (iv) subject to Article 6 of this Sublease, Landlord's obligation to repair and maintain the Subleased Premises as set forth in Article 10 of the Overlease.

(b) Landlord represents to Subtenant as follows as of the date of execution and delivery of this Sublease, that to the actual knowledge of Landlord:

(i) the Overlease is in full force and effect in accordance with, and subject to, all of the terms, covenants, conditions and agreements contained therein;

(ii) the Overlease has not been modified, amended or supplemented, except as set forth in Exhibit D attached hereto;

(iii) Landlord has not received any notice of any default by Landlord under the Overlease, which default remains uncured and no event of default, or condition that could become an event of default with the passing of time, the giving of notice or both exists under the Overlease; and

(iv) Landlord has full right, power and authority to enter into this Sublease.

29. GUARANTY.

Simultaneously with execution of this Sublease, Subtenant shall deliver a guaranty in the form of Exhibit E attached hereto.

IN WITNESS WHEREOF, Landlord and Subtenant have executed this Sublease, under seal, as of the day and year first hereinabove written.

LANDLORD

WALGREEN CO.,
an Illinois corporation

SOX Approval	By	Date
C&RE Law	RL	6/7/18
Fac. Dev.	KPR	6/9/18

By: _____

Name: Alan Nielsen

Title: SVP, Property & Store Planning

Landlord's Acknowledgment

STATE OF ILLINOIS

) SS.

COUNTY LAKE

The foregoing instrument was acknowledged before me, a Notary Public, this 13th day of JUNE, 2018, by ALAN NIELSEN, the SVP, PROPERTY & STORE PLANNING of WALGREEN CO..

OFFICIAL SEAL
JAMIE M BATES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/16/18

Jamie M. Bates

NOTARY PUBLIC

[Remainder of signature page intentionally left blank; signature page follows.]

SUBTENANT

FAMILY DOLLAR STORES OF GEORGIA, LLC,
a Virginia limited liability company

By: Family Dollar Stores, Inc., Its Sole Member

By: _____
Scott L. Hungate
Vice President
Real Estate Development

Attest:

By: _____
Thomas E. Schoenheit
Assistant Secretary

Subtenant's Acknowledgment

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Judy W. Ricketts, a Notary Public in and for the aforesaid State and County, do hereby certify that SCOTT L. HUNGATE and THOMAS E. SCHOENHEIT, Vice President - Real Estate Development and Assistant Secretary, respectively, of Family Dollar Stores, Inc., personally appeared before me this day and that by the authority duly given and as the act of the corporation in its capacity as the Sole Member of FAMILY DOLLAR STORES OF GEORGIA, LLC, a Virginia limited liability company, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 5th day of June, 2018.

_____
Notary Public

My Commission Expires: 9-27-2021

JUDY W. RICKETTS NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

EXHIBIT A

Site Plan

[Follows]

SITE PLAN

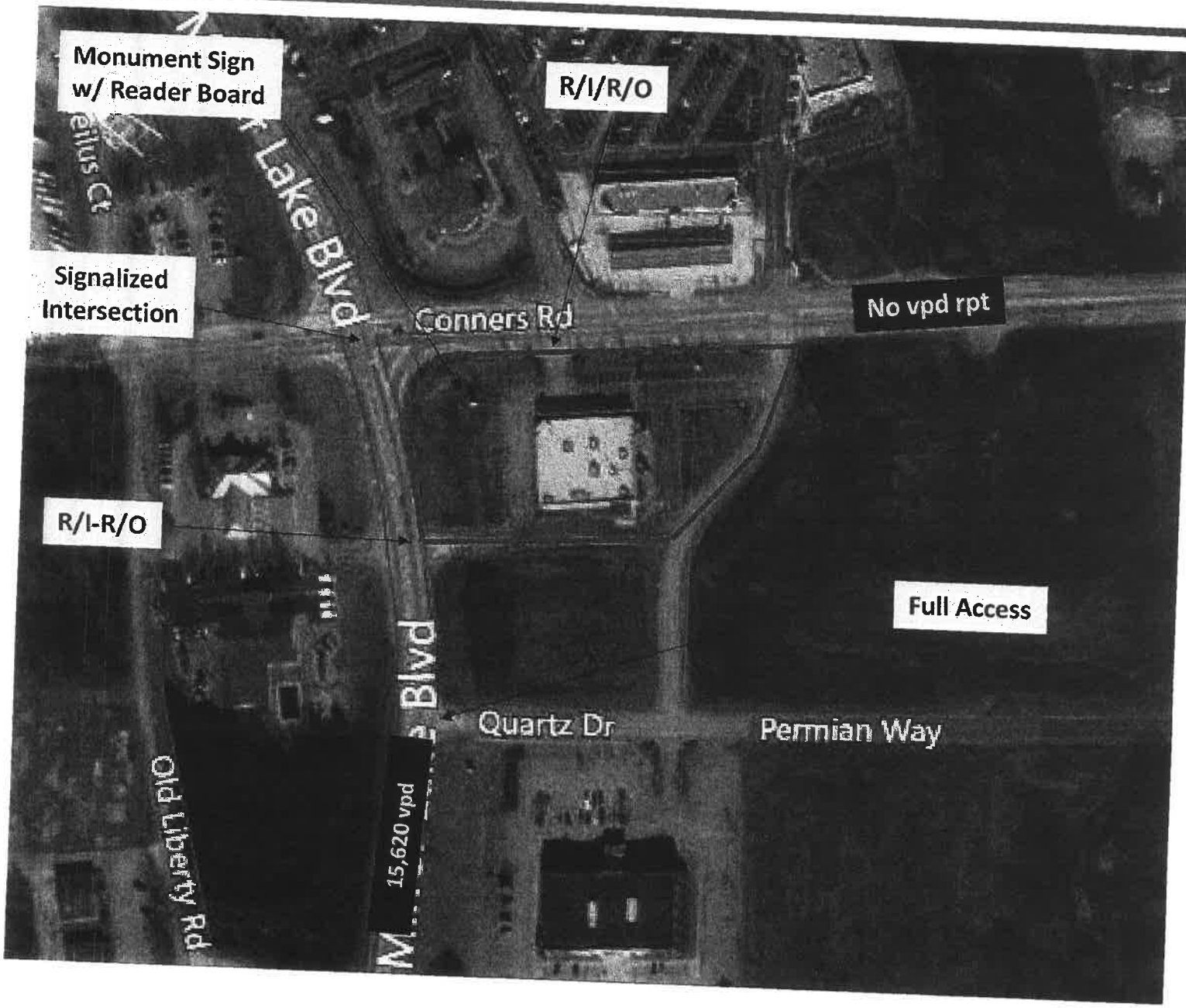

Monument Sign
w/ Reader Board
R/I/R/O
Signalized
Intersection
No vpd rpt
R/I-R/O
Full Access
Lake Blvd
Conners Rd
Quartz Dr
Permian Way
Old Liberty Rd
15,620 vpd

EXHIBIT B

Legal Description

All that tract or parcel of land lying and being in land lot 175 of the 2nd district, 5th section, Douglas County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the east right of way of Mirror Lake Boulevard and the south right of way of Conners Road, thence running along the right of way of Mirror Lake Boulevard, South 33°54'36" West for a distance of 13.26' to the True Point of Beginning, thence running North 85°49'53" East for a distance of 340.54' to a point, thence running South 43°49'00" East for a distance of 30.30' to a point, thence running curvalinerly along a curve, having a chord of South 22°25'47" West for a distance of 149.30', with an arc distance of 154.57' to a point, thence running curvalinerly along a curve, having a chord of South 33°04'44" West for a distance of 129.76', with an arc distance of 131.51' to a point, thence running North 72°56'40" West for a distance of 11.60' to a point, thence running curvalinerly along a curve, having a chord of North 82°50'38" West for a distance of 17.19', with an arc distance of 17.28' to a point, thence running South *8]018'35"* West for a distance of 201.34' to a point on the east right of way of Mirror Lake Boulevard, thence running curvalinerly along a curve, having a chord of North 12°15'59" West for a distance of 195.67', with an arc distance of 195.80' to a point, thence running North 33°54'36" East for a distance of 68.13' to the point of beginning.

EXHIBIT C

Subtenant's Sign Criteria

[Follows]

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: RaceTrac, Inc. d/b/a RaceTrac #495 Alcohol License Permit Licensee Change Request

AGENDA DATE: November 14, 2023

DATE PREPARED: November 2, 2023
PREPARED BY: Nyree Simpson, Licensing Specialist

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A
PUBLIC HEARING: NO

PURPOSE: Request to designate Devanaigee Amanda Veerapen as the new licensee on the alcohol license permit.

BACKGROUND: The firm of Taylor English Duma LLP, (Courtney L. Draper, Paralegal), submitted a change of agent request on behalf of their client RaceTrac, Inc. This request complies with ***Sec. 4-31. (e) Transfer*** of chapter 4 of the Alcoholic Beverages ordinance.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request for Devanaigee Amanda Veerapen to be named as new licensee on the alcohol license permit for RaceTrace, Inc. d/b/a RaceTrac #495.

CITY OF VILLA RICA
ALCOHOL LICENSE APPLICATION

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

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

NON-REFUNDABLE APPLICATION FEE

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

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

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

TYPE OF OUTLET

- [X] Retail Package Sales
- [ ] Wholesale License
- [ ] Restaurant
- [ ] Special Event
- [ ] Supper Club
- [ ] Private Club
- [ ] Wine & Craft Beer Boutique

PART I

1. Type of Ownership

[ ] Individual [ ] Partnership [X] Corporation

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

N/A

Full Name Address

(B) If corporation/partnership, give corporate/partnership name: RaceTrac, Inc.

Federal Tax ID:

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

Please see attached, Exhibit A, Officer List

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

Describe the principle business of the corporation/partnership:

Convenience store with gasoline sales

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

Devanaigee "Amanda" Veerapen	5255 Argyll Lane, Douglasville, GA 30135
Full Name	Address

2. Is the above address your legal and bona-fide place of domicile? [X] Yes [ ] No

3. Trade name of business for which application is made: RaceTrac #495

4. Address of business for which application is made: 123 Commerce Drive, Villa Rica, GA 30180

Phone Number: Corporate: (770) 473-7600; Store: (770) 459-5190 (Business) Cell: (678) 435-6020 (Home)

Mailing Address: Attn: Licensing, 200 Galleria Pkwy., Ste. 900, Atlanta, GA 30339

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

*** PART II ***

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

N/A

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

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

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).
N/A - On File - Change of Agent Only
(a) A copy of the deed to the premises to be licensed, if owned by applicant. ☐
(b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☐
(c) In the case of a partnership, a copy of the partnership agreement. ☐
(d) In the case of a corporation, a copy of the articles of incorporation. ☐
(e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐

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

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

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

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No
No pouring license application will receive final approval until the necessary permits are secured.

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

    N/A

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

    If yes, describe in detail and give dates:

    Please see attached, Exhibit B, Company Violations in State of Georgia List

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

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

    Carol Anderson - 20 Brooke Ln., Anniston, AL 36207 - 20 years

Lynette Stansbury - 1581 Sky Crest Dr., Lithia Springs, GA 30122 - 15 years

Claudia Offei - 1675 Clearstone Dr., Lithia Springs, GA 30122 - 20 years

14. Is the named licensee a citizen of the U.S.? [X] Yes [ ] No

Port Louis, Mauritius — Place of Birth

10/08/1977 — Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, _____ County

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

Applicants Signature (FULL NAME IN INK)

SIGN HERE

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

This 16th day of June 2023

Notary Public

NOTARIZE

My Commission Expires: _____

(Seal)

Brandi Bashir
NOTARY PUBLIC
Paulding County, GEORGIA
My Commission Expires 12/28/2026

EXHIBIT "A"
RACETRAC, INC. OFFICERS LIST

Bolch, Susan Bass
1250 Spyglass Lane
Naples, FL 34102
DOB: 03/08/1953

Secretary
0.000%

Isbill, Melanie Bolch
330 Long Glen Drive
Atlanta, GA 30327
DOB: 9/22/1984

Chief Marketing Officer, Assistant Secretary
2.93%

Morhous, Natalie Bolch
3395 Valley Rd, NW
Atlanta, GA 30305
DOB: 05/18/1983

President, Assistant Secretary
2.93%

Dumbacher, Robert J.
9310 Chiasso Cove Court
Naples, FL 34114
DOB: 05/30/1948

Assistant Secretary
0.61%

Akers, Joseph H.
1287 Sylvan Circle
Brookhaven, GA 30319
DOB: 05/25/1972

Asst Secretary, Chief Legal Officer
0.03%

McBrayer, Max E., Jr.
320 Wagon Way
Alpharetta, GA 30009
DOB: 04/09/1951

Chief Executive Officer
0.03%

Ahlert, Karla B.
3170 Frontenac Ct. NE
Brookhaven, GA 30319
DOB: 03/15/1975

Chief Financial Officer
0.08%

Company Violations in State of Georgia Within Past 20 Years List
Exhibit B

Store #	Violation Date	Jurisdiction	Violation	Details	Fine Amount	City	County
621	03/05/03		Alcohol	Result: Pending – 1 yr. – 1st Violation *		Oakwood	Hall
213	04/10/03		Alcohol	Result: State: Pending – 1 yr. - letter sent 5/1/03.		Dalton	Whitfield
52	06/27/03		Alcohol	Result State: Pending – 1 yr. – letter sent 7/9/03		Kennesaw	Cobb
206	08/15/03		Alcohol	Result: State – Pending – 1 yr.		Lawrenceville	Gwinnett
648	08/30/03		Alcohol	Result: Fine Restrained – 3rd Violation *		Alpharetta	Fulton
633	09/01/03		Alcohol	Result: Monetary Assessment PD $400.00 – 10/14/03 – 1st Violation *	$ 400.00	Smyrna	Cobb
644	12/16/03		Alcohol	Result: Fine Restrained – 2nd Violation *		Roswell	Fulton
625	02/16/04		Alcohol	Result: State – Monetary Penalty $250.00 – PD _3/13/04 - 12 months probation	$ 250.00	Cornelia	Habersham
543	08/10/04		Alcohol	Result: City may waive sanctions – awaiting final order – 1st Violation * - pending 6 mos.		Canton	Cherokee
289	02/23/05		Alcohol	Result: Monetary Penalty $1,000.00 – PD 6/2/05 – 2nd Violation *	$ 1,000.00	Dalton	Whitfield
644	02/25/05		Alcohol	Result: Fine Restrained – 3rd Violation *		Roswell	Fulton
625	05/31/05		Alcohol	Result: Monetary Penalty - $750.00 – 15 day Suspension – Oct. 14 – Oct. 29, 2005 – 3rd Violation *	$ 750.00	Cornelia	Habersham
643	07/15/05		Alcohol	Result: Fine Restrained - 2nd Violation **		Athens	Clarke
52	07/20/05		Alcohol	Result State: Pending – 1 yr. – letter sent 7/9/03		Kennesaw	Cobb
621	07/22/05		Alcohol	Result: Pending – 6 mos. – 2nd Violation *		Oakwood	Hall
289	09/26/05		Alcohol	Result: Monetary Penalty - $1,000 PD 10/19/05 – 30 day suspension – Oct. 24 – Nov. 22, 2005 – 3rd Violation * -	$ 1,000.00	Dalton	Whitfield
490	09/26/05		Alcohol	Result: Pending – 6 mos.- 3rd Violation *		Norcross	Gwinnett
114	01/10/06		Alcohol	#UNPARSEABLE		Alpharetta	Forsyth
439	04/25/06		Alcohol	Result: City - Monetary Penalty $1,000.00 – PD 10/18/06 – Suspension 10/3-11/1/06 – 30 days – 1st Violation *	$ 1,000.00	Douglasville	
675	05/11/06		Alcohol	Result: $250.00 Monetary Penalty – PD 8/18/06 – 12 mos. probation – 2nd Violation *–	$ 250.00	Brunswick	Glynn
213	08/04/06		Alcohol	Result: $1,000.00 Monetary Penalty – PD 8/18/06 – 3rd Violation *	$ 1,000.00	Dalton	Whitfield
636	08/17/06		Alcohol	Result: Monetary Penalty $1,000.00 - PD 12/18/06; Suspension 30 days; 12/506–1/4/07 – 1st Violation *	$ 1,000.00	Lithia Springs	Douglas
256	08/31/06		Alcohol	Result: Suspension 10/25 @ 12:00 noon – 12/23/06 @ 11:59am – 60 days – 1st Violation *		Smyrna	Cobb
635	02/13/07		Alcohol	Result: Monetary Penalty -$250 – PD 4/10/07 – 12 mos. Probation - 2nd Violation *	$ 250.00	Jonesboro	
53	03/15/07		Alcohol			Mableton	Cobb
51	05/24/07		Alcohol	Result: Pending – 6 mos. - 2nd Violation *		Watkinsville	Oconee
500	03/08/08		Alcohol	Result: Pending - 6 mos.– 5th Violation *		LaGrange	Troup
52	08/05/08		Alcohol	Result: Fee paid - $631.25 – 3rd Violation	$ 631.25	Kennesaw	Cobb
74	11/17/08		Alcohol	Result: Administrative Penalty - $150.00 – 12 mos. probation – Paid 2/2/09 – 1st Violation *	$ 150.00	Jefferson	Jackson
52	11/21/08		Alcohol	Result State: Pending – letter sent 1/30/09		Kennesaw	Cobb
660	03/26/09		Alcohol	Result: Pending – 1st Violation – 60 Day Suspension – 7/15/09 – 9/14/09		Austell	Cobb
328	08/06/09		Alcohol	Result: Administrative Penalty $150 – Paid 10/13/09 – 12 mos. probation– 1st Violation *	$ 150.00	Marietta	Cobb

Company Violations in State of Georgia Within Past 20 Years List
Exhibit B

289	07/27/10		Alcohol	Result: Monetary Penalty $150.00 PD 5/9/11 – 1st Violation *	$ 150.00	Dalton	Whitfield
453	12/17/10		Alcohol	Result: Pending 6 mos. – 2nd Violation *		Atlanta	
548	01/28/11		Alcohol	#UNPARSEABLE		Marietta	Cobb
234	05/25/11		Alcohol	Result: Pending – 1st Violation *		Loganville	Gwinnett
192	10/05/12		Alcohol	Result: Pd $250 fine. 2nd Fine of this type.	$ 250.00	Fayetteville	Fayette
548	04/26/13		Alcohol	Result: Pending – 2nd violation at this store (JAN2011 & now) Authority issuing fine: City of Marietta Violation: sold to a minor Orlando Johnson (term'd) Did not request an ID Assoc hearing date: 6/6/13. Bruce Morales, Manager on duty. OS- Chris Golemi Result: Pending – 2nd violation at this store (JAN2011 & now)		Marietta	Cobb
285	06/26/13		Alcohol	Result: $500 fine – 1st violation at this store Authority issuing fine: Athens-Clarke County Police Violation: Failed to ID minor Matthew Faulkner (term'd) Sold to underage person Assoc hearing date: Pending. Tanya Akins, OS Result: $500 fine – 1st violation at this store	$ 500.00	Bogart	Clarke
434	07/25/13		Alcohol	Authority issuing fine: GA Dept of Revenue – Agent Jeremy May Violation: Failed to ID minor James White (term'd) Sold to underage person Assoc hearing date: 8/21/13. Stan Twist, OS Result: Pending – 3rd violation at this store. Previous were 12/11/01 & 8/5/04. State Hearing for RaceTrac 8/21/13. Pleading No Contest – $500 Fine & Probation. Cobb County Result: 4 day suspension (11/17-20)	$ 500.00	Kennesaw	Cobb
396	09/29/14		Alcohol	Authority issuing fine: Forsyth County Violation: Selling to a minor Stephen Toole (term'd) Sold to underage person Assoc hearing date: 10/16. Tanya Akins, OS Result: 2 day suspension (1/13-14/2015) – 4th violation at this store (8/15/91; 12/25/91; 8/6/01)		Cumming	Forsyth
285	06/26/15		Alcohol	Authority issuing fine: Athens-Clarke County PD Violation: Selling to a minor Keanne Wright (term'd) Sold to underage person Assoc hearing date: 08/05/15. David Henson, OS Result: Fine for Associate; $750 fine, 3-day suspension, TAM re-certification for all store employees for RT – 2nd violation at store	$ 750.00	Bogart	Clarke
78	02/25/16		Alcohol	Authority issuing fine: Cobb County PD Violation: Selling to a minor Shantavia Copeland (term'd) Sold to underage person Assoc hearing date: Unknown. Chuck Adams, OS Result: Fine for Associate; $750 fine for RT – 1st violation at store	$ 750.00	Marietta	Cobb
2354	02/16/17		Alcohol	Authority Issuing: City of Snellville Police Dept. Violation: Selling to a minor Jalen Wilson (termed) sold to an underage person Assoc hearing date: 06/17/2017, Julio Morillo, OS Result - _____ (pending)		Snellville	Gwinnett

Company Violations in State of Georgia Within Past 20 Years List
Exhibit B

114	06/10/17		Alcohol	Authority Issuing: Forsyth County Violation: Selling to a minor Jannette Marie Moody (termed) sold to an underage person Chuck Adams, OS; Hearing Date: 9/07/2017 Result - 7 Day Consecutive Suspenseion of License @ #114 #2355		Alpharetta	Forsyth
2534	08/21/20	City of Snellville	Alcohol			Kingsland	Camden
2454	02/16/21	GA Dept of Revenue	Alcohol		$ 1,000.00	Douglasville	Douglas
2534	05/11/21	GA Dept of Revenue	Alcohol			Kingsland	Camden
206	05/20/21	GA Dept of Revenue	Alcohol			Lawrenceville	Gwinnett
52	07/01/21	City of Kennesaw	Alcohol	2 Weeks suspension - Underage sale		Kennesaw	Cobb
2573	07/23/21	City of Nenan	Alcohol	Pending		Newnan	Coweta
2573	07/23/21	City of Newnan	Alcohol	Underage Sale of Alcohol		Newnan	Coweta
2354	02/17/22	GDOR	Alcohol	Underage Sale of Alcohol	$ 2,000.00	Snellville	Gwinnett
2409	03/30/22	City of Duluth Sting	Alcohol	Underage Sale of Alcohol	1 Day suspension	Duluth	Gwinnett
2421		GA Dept of Revenue	Alcohol			Atlanta	Fulton
2424	06/23/22	GA DOR	Alcohol	UNDERAGE SALE	PENDING	Sugar Hill	Gwinnett
2424	06/23/22	GA DOR	Alcohol	UNDERAGE SALE: 12 MONTHS PROBATION	$ 750.00	Sugar Hill	Gwinnett
2329	09/12/22	GA DOR	Alcohol	UNDERAGE SALE	$ 700.00	Norcross	Gwinnett
2329	11/16/22	GA DOR	Alcohol	UNDERAGE SALE	$ 2,100.00	Norcross	Gwinnett
2330	10/21/22	GA DOR	Alcohol	UNDERAGE SALE	$ 500.00	Conyers	Rockdale
490	04/19/23	GTC	Alcohol	Underage Sale	$ 500.00	Norcross	Gwinnett

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: VA-12-23 – Variance from Sections 7.02(15)(b) of the Villa Rica Zoning Ordinance

AGENDA DATE: November 14, 2023

DATE PREPARED: October 3, 2023
PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

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

PURPOSE: Charles Bishop seeks a variance from Sections 7.02(15)(b) of the Villa Rica Zoning Ordinance at 133 West Bankhead Highway in order to reduce the number of required restaurant drive-thru queuing spaces from seven (7) required spaces.

BACKGROUND: The applicant opened a snow cone business at the property in the summer of 2023. The applicant installed a drive-thru window without approval of a drive-thru from the Community Development Department. Drive-thru facilities are permitted for all business should the requirements within the ordinance be met and verified through the submittal and subsequent approval of a site plan. The applicant has chosen to submit a variance application pre-emptively for reduced spaces without a denial from the department.

STAFF RECOMMENDATION: DENIAL

Reasons: There is a general lack of essential information accompanying the request. Staff does not know how much relief the applicant is requesting, as the number of vehicle queueing spaces being requested has not been submitted. Staff has not had the ability to review the proposal for additional variances needed, as a conforming site plan has not been submitted. The requested variance is entirely self-imposed.

OR

APPROVAL w/ Conditions

Conditions:

- The drive-thru can only be used for a restaurant-use. Should another use occupy the property, a request for a special use permit shall be required.
- The drive-thru must be adequately lit, paved with a hard, dustless material, and properly demarcated.

- All entrance/exit standards will continue to apply to the property, including, but not limited to curbing, paving, driveway queuing distances, and driveway entrance width. The applicant must demonstrate that these standards have been achieved.

IMPACT: N/A

MOTION:

(1) I move to deny the requested variance from Section 7.02(15)(b) by Chip Bishop as presented.

OR (For Approval)

(2) I move to approve the requested variance with the aforementioned condition by staff.

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: 9-7-23

APPLICANT

Applicant Name: Charles Bishop

Address: 421 Tennessee Ave **City:** Bremen **State:** GA **Zip:** 30110

Phone: (404) 925-3266 **Fax:** ( ) - **Email:**

Agent Name: N/A

Address: **City:** **State:** **Zip:**

Phone: ( ) - **Fax:** ( ) - **Email:**

Owner Name *(If different from applicant)*: Mitchell Hamilton

Address: **City:** **State:** **Zip:**

Phone: (678) 878-9047 **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: 133 W. Bankhead Hwy

Request to Approve lesser spaces for Drive thru stacking.

I, Charles Bishop *, 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

9-7-23

Date

CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-11-23 – 1305 West Bankhead Highway –Three Variances from Section 9.03 Architectural Standards

CITY COUNCIL AGENDA DATE: November 14th, 2023

DATE: October 27th, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administrator

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: JCC Villa Rica, LLC is requesting three (3) variances from architectural design standards for Single-Family Attached homes. The applicant is requesting relief from the following:

- Section 9.03(2)(e) – Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety two (192) feet. No more than eight (8) townhome units shall be attached in a single row. **The applicant proposes not to stagger the buildings, a length of more than 224' per building, and for three (3) buildings that have nine (9) units.**
- Section 9.03(4)(b) – Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress. **The applicant proposes one gated entrance and exit.**
- Section 9.03(8)(f) – All townhomes shall have at a minimum a two-car garage. **The applicant proposes half of all units to be one-car garage units.**

BACKGROUND: The parcel previously was split between three different parcels and was subsequently combined after rezoning in 2020 from Agriculture to Multifamily (R-14). The property housed a single-family structure until it was demolished in 2022. The property was laterally rezoned during the citywide rezoning effort in 2020 to the SFA Zone. The applicant's land disturbance permit expired in June 2023 and has since refiled their application for an LDP, which was denied pending the approval of the applied for variances. The applicant is proposing a 200-unit senior-focused townhome development.

STAFF RECOMMENDATION:

1. Section 9.03(2)(e) – Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset

by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety two (192) feet. No more than eight (8) townhome units shall be attached in a single row. **The applicant proposes not to stagger the buildings, a length of more than 224' per building, and for three (3) buildings that have nine (9) units.**

- Request: Building Stagger
  Recommendation: DENIAL
  Reasons: The request is entirely self-imposed.

- Request: Building Length
  Recommendation: DENIAL
  Reasons: The request is entirely self-imposed.

- Request: Number of Units per Building
  Recommendation: DENIAL
  Reasons: The request is entirely self-imposed.

2. Section 9.03(4)(b) – Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress. **The applicant proposes one gated entrance and exit.**
   Recommendation: DENIAL
   Reasons: The request is entirely self-imposed.

3. Section 9.03(8)(f) – All townhomes shall have at a minimum a two-car garage. **The applicant proposes half of all units to be one-car garage units.**
   Recommendation: DENIAL
   Reasons: The request is entirely self-imposed.

PLANNING COMMISSION: N/A

MOTION:

(1) I move to deny the variance request from Section 9.03(2)(e) of the Villa Rica Zoning Ordinance for 1305 W. Bankhead Highway, as presented.
(2) I move to deny the variance request from Section 9.03(4)(b) of the Villa Rica Zoning Ordinance for 1305 W. Bankhead Highway, as presented.
(3) I move to deny the variance request from Section 9.03(8)(f) of the Villa Rica Zoning Ordinance for 1305 W. Bankhead Highway, as presented.

JIM CHAPMAN
COMMUNITIES

September 5, 2023

Ron Johnson
City Of Villa Rica
Community Development Department
571 W Bankhead Highway
Villa Rica, GA 30180

RE: Cottages at Villa Rica Community/1306 W GA Highway 78

Dear Mr. Johnson,

In response to the your June 6, 2023 Construction Drawing Review, we have submitted the following documents under separate cover:

1) Landscape/Tree Plan (Section 7.05(6));
2) Lighting Plan (Section 7.12(1); and,
3) Open Space Plan (Section 7.13(1)).

In addition to the plans provided, we wanted to provide you with the following information:

a) Section 7.05(12) – I believe that we are a Type 2 boundary share and not a Type 3 boundary share. If this is the case, the 20-foot buffer applies.
b) Section 7.09 – a hardscape plan shall be provided at a later date that will include a description of all fencing. The Landscape/Tree plan shows the location of the fencing.
c) Section 9.03(2) – there will be no side windows on any of the end buildings. An elevation of the sides is attached as Exhibit "A".
d) Architectural elevations are attached as Exhibit "A".

I have attached a Variance Request for the additional items addressed in your previous correspondence.

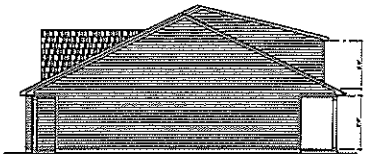
If you have any questions or require any further information in the processing of this Variance Request, please reach out to me via email at Jim@jimchapmancommunities.com or call me at 770-560-9167.

Respectfully,

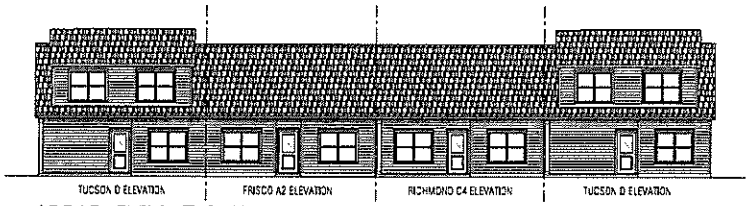
Jim Chapman Communities, Inc.

By:_____
Name: James B. Chapman
Title: President

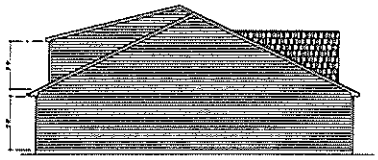
EXHIBIT "A"



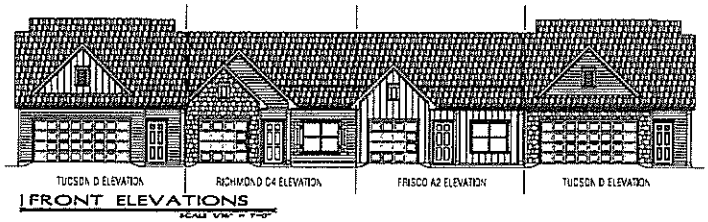
RIGHT ELEVATION



REAR ELEVATIONS



LEFT ELEVATION



FRONT ELEVATIONS

CHAPMAN
DESIGN STUDIO
2200 CENTERPOINT PARKWAY SE
SUITE 130 ATLANTA, GA 30339
770.859.0705

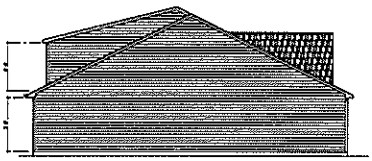
4 UNIT BUILDING SAMPLE

REVISION	DATE	INITIAL
1		
2		
3		
4		

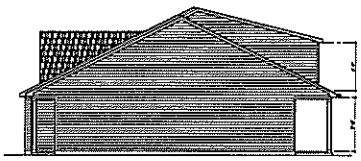
DRAWN BY: DSC
CHECKED BY:
DATE: 5-5-23
JOB No.:

SHEET CONTENTS
ELEVATIONS

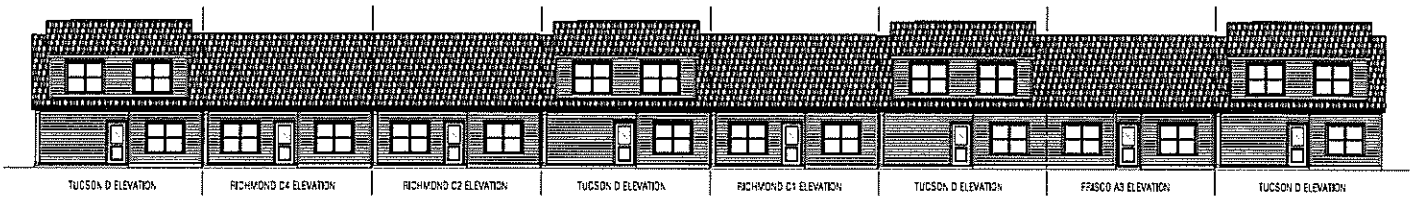
SHEET No.
A1



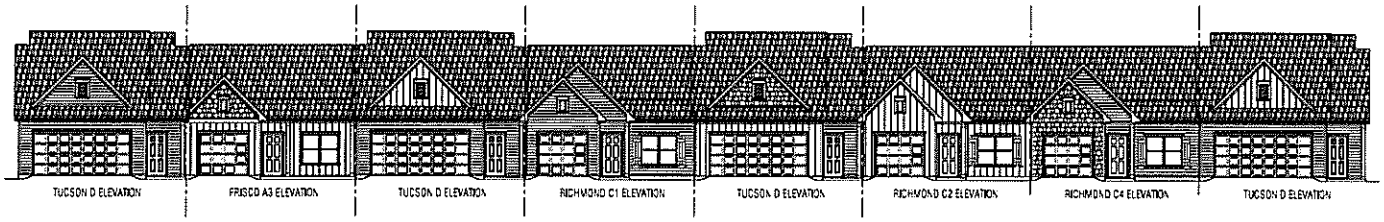
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATIONS



FRONT ELEVATIONS

CHAPMAN
DESIGN STUDIO
2200 Christensen Parkway 5E
Suite 300 Ames, IA 50010
PH 720.281.0708

8 UNIT BUILDING SAMPLE
COTTAGES AT VILLA RICA

REVISION DATE: INITIALS

DRAWN BY: DSC
CHECK BY:
DATE: 9-5-23
JOB No.

SHEET CONTENTS: ELEVATIONS

SHEET No.
A1

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: 9/5/2023

APPLICANT

Applicant Name: JCC VILLA RICA, LLC

Address: 2700 CUMBERLAND PKWY STE 130 **City:** ATLANTA **State:** GA **Zip:** 30339

Phone: (770) 560-9167 **Fax:** ( ) - **Email:** JIM@JIMCHAPMANCOMMUNITIES.COM

Agent Name: JIM CHAPMAN

Address: SAME AS ABOVE **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: 1306 W GA Hoolman 78 COTTAGES AT VILLA RICA

I, JAMES B. CHAPMAN ***, 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 _____ **Date** 9/5/2023

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: _____

_____

AFTER RECORDING RETURN TO:
Renee Holly
Old Republic National Title Insurance Company
1125 Sanctuary Parkway, Suite 140
Alpharetta, Georgia 30009
File No.: 46143.036
Tax PIN: V02 00700498 & V02 0070486

eFiled and eRecorded
DATE: 09/16/2022
TIME: 4:08 PM
DEED BOOK: 6108
PAGE: 917 - 920
FILING FEES: $25.00
TRANSFER TAX: $3,128.30
INTANGIBLE TAX: $0.00
PARTICIPANT ID: 8859860905
PARTICIPANT ID: 7067927936
PT61: 022-2022-005543
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

LIMITED WARRANTY DEED

THIS INDENTURE is made this 16 day of September 2022, between **TOP SOIL PRESERVATION ALLIANCE, LLC**, a Georgia limited liability company ("Grantor"), and **JCC VILLA RICA, LLC**, a Georgia limited liability company, having an address of 2700 Cumberland Parkway, Suite 130, Atlanta, Georgia 30339 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee all that tract or parcel of land described on **Exhibit "A"** attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

Grantor will warrant and forever defend the right and title to the above described Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise; except for claims arising under or by virtue of the matters set forth on **Exhibit "B"** attached hereto and by reference made a part hereof.

The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTOR:

Signed, sealed, and delivered
in the presence of:

TOP SOIL PRESERVATION ALLIANCE, LLC
a Georgia limited liability company

By: _____ (SEAL)
Name: Jeff R. Matthews
Its: Sole Member

Unofficial Witness

Janice Bass
Notary Public

My commission expires: 10/2/2024

[Notarial Seal]

JANICE BASS NOTARY PUBLIC GEORGIA EXPIRES Oct. 2, 2024 HARALSON COUNTY

4853-0573-0041 v 4

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING BEING SHOWN AS TRACT C CONTAINING 16.41 ACRES AND TRACT D CONTAINING 15.71 ACRES, PLAT BOOK 98 PAGE 88, CARROLL COUNTY, GEORGIA RECORDS.

EXHIBIT "B"

1. All taxes and assessments for the year 2021 and subsequent years which are liens not yet due or payable.

2. Easement for Channel Improvement, filed October 3, 1958, and recorded in Deed Book 120, Page 510, Carroll County, Georgia records.

3. Easement for Channel Improvement, filed November 5, 1958, and recorded in Deed Book 122, Page 6, Carroll County, Georgia records.

4. Boundary Line Agreement, dated July 24, 1995, filed July 25, 1995, in Deed Book 881, Page 754, Carroll County, Georgia records.

5. Easement to Georgia Power Company, filed March 25, 1998, in Deed Book 1034, Page 94, Carroll County, Georgia records.

6. Terms and Conditions of Grant of Easement from Richard E. Brown and Connie Y. Brown to 381 North, LLC, dated May 06, 2006, filed June 20, 2006, in Deed Book 3601, Page 293, Carroll County, Georgia records.

7. Terms and Conditions of Grant of Grant of Easement from Diane L. Otte, f/k/a Diane L. Rucker to 381 North, LLC, dated May 24, 2006, filed June 20, 2006, in Deed Book 3601, Page 295, Carroll County, Georgia records.

8. Application and Questionnaire for Current Use Assessment of Bona Fide Agricultural Property, filed April 11, 2013, in Deed Book 5245, Page 867, Carroll County, Georgia records. (affects Parcel V020070498)

9. Application and Questionnaire for Current Use Assessment of Bona Fide Agricultural Property, filed April 11, 2013, in Deed Book 5245, Page 869, Carroll County, Georgia records. (affects Parcel V020070486)

10. All matters affecting subject property as shown on Plat recorded in Plat Book 87, Page 183, Carroll County, Georgia records.

11. All matters affecting subject property as shown on Plat recorded in Plat Book 98, Page 88, Carroll County, Georgia records.

12. Terms and Conditions of Easement for Construction and Permanent Location of Utility Easement from Top Soil Preservation Alliance, LLC to City of Villa Rica, dated October 5, 2021, filed December 3, 2021, in Deed Book 6014, Page 948, Carroll County, Georgia records.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=82059826&key1=6108&key2=917&county=22&countyname=CARROLL&userid=808279&a... 4/8

AFTER RECORDING RETURN TO:
Renee Holly
Old Republic National Title Insurance Company
1125 Sanctuary Parkway, Suite 140
Alpharetta, Georgia 30009
File No.: 46143.036
Tax PIN: V02 0070483

eFiled and eRecorded
DATE: 09/16/2022
TIME: 4:08 PM
DEED BOOK: 6108
PAGE: 921 - 924
FILING FEES: $25.00
TRANSFER TAX: $96.80
INTANGIBLE TAX: $0.00
PARTICIPANT ID: 8859860905
PARTICIPANT ID: 7067927936
PT61: 022-2022-005545
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

LIMITED WARRANTY DEED

THIS INDENTURE is made this 16 day of September 2022, between **381 NORTH, LLC**, a Georgia limited liability company ("Grantor"), and **JCC VILLA RICA, LLC**, a Georgia limited liability company, having an address of 2700 Cumberland Parkway, Suite 130, Atlanta, Georgia 30339 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee all that tract or parcel of land described on **Exhibit "A"** attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

Grantor will warrant and forever defend the right and title to the above described Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise; except for claims arising under or by virtue of the matters set forth on **Exhibit "B"** attached hereto and by reference made a part hereof.

The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTOR:

Signed, sealed, and delivered
in the presence of:

381 NORTH, LLC
a Georgia limited liability company

By: Jeff R. Matthews Manager (SEAL)
Name: Jeff R. Matthews
Its: Operating Manager

Unofficial Witness

Notary Public

My commission expires: 10/2/2024

[Notarial Seal]

JANICE BASS
NOTARY
EXPIRES
GEORGIA
Oct. 2, 2024
PUBLIC
HARALSON COUNTY

4816-8178-6873, v. 4

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING BEING SHOWN AS TRACT B CONTAINING 0.96 ACRES, PLAT BOOK 98 PAGE 88, CARROLL COUNTY, GEORGIA RECORDS.

4816-8178-6873, v. 4

EXHIBIT "B"

1. All taxes and assessments for the year 2022 and subsequent years which are liens not yet due or payable.

2. Easement for Channel Improvement, filed October 3, 1958, and recorded in Deed Book 120, Page 510, Carroll County, Georgia records.

3. Easement for Channel Improvement, filed November 5, 1958, and recorded in Deed Book 122, Page 6, Carroll County, Georgia records.

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6. Terms and Conditions of Grant of Easement from Richard E. Brown and Connie Y. Brown to 381 North, LLC, dated May 06, 2006, filed June 20, 2006, in Deed Book 3601, Page 293, Carroll County, Georgia records.

7. Terms and Conditions of Grant of Grant of Easement from Diane L. Otte, f/k/a Diane L. Rucker to 381 North, LLC, dated May 24, 2006, filed June 20, 2006, in Deed Book 3601, Page 295, Carroll County, Georgia records.

8. All matters affecting subject property as shown on Plat recorded in Plat Book 87, Page 183, Carroll County, Georgia records.

9. All matters affecting subject property as shown on Plat recorded in Plat Book 98, Page 88, Carroll County, Georgia records.

4816-8178-6873, v. 4

JIM CHAPMAN
COMMUNITIES

September 5, 2023

Ron Johnson
City Of Villa Rica
Community Development Department
571 W Bankhead Highway
Villa Rica, GA 30180

RE: Cottages at Villa Rica Community/1306 W GA Highway 78 - Variance Request

Dear Mr. Johnson,

We are the owner of the above referenced property ("Site") and have recently resubmitted for a Land Disturbance Permit ("Permit") for the initiation of development of the Site. It has come to our attention that our plan submittal, in the form and function submitted, will require some variances for the project to be completed in the manner submitted. I have set forth those items for which a variance is requested. Please note that these items were present when this project was originally submitted and approved after submission for the issuance of a Permit in 2021. The primary delay in the initiation of the project which has required the resubmission for a Permit is the required construction of a sanitary sewer system that had to be designed for the development of this Site.

1) **Section 9.03(2)(e) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than five (5) feet. The orientation of the buildings should be varied in order to lessen the massing. Vary the orientation to lessen the massing. The maximum length of the multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.**

   We are requesting a variance from this provision in three (3) regards: a) we are requesting that we not be required to offset the buildings at all. If there must be offset, we request that we not be required to offset by five (5) feet, but by two (2) feet; b) we are requesting that we are able to have buildings longer that one hundred nine-two (192) feet; and, c) we are requesting to be allowed to include nine (9) townhome units in three (3) of our buildings.

   a) We have a Site plan that we feel does not greatly infringe upon the neighboring residential homes along the eastern side of the Site. We do not want to push any of our homes any closer to the neighboring properties and we also want to retain some sort of backyards for the units in our Site. We feel that this is a positive effect for both our Site and for the neighbors of our Site. Additionally, our units are staggered along the fronts and rears of the buildings. The unit orientation within a single building is adequately varied as a result of this construction plan. Because of this, the importance of staggering each building is considerably lessened. Photos of typical buildings which will be part of the Site are attached as Exhibit "A" to illustrate the frontal orientation of the proposed

buildings on the Site.

b) Our cottage style units are twenty-eight (28) feet in width. This is primarily to allow for both a "master on main" and a garage for each of the units. With this measurement, an 8-unit building will result in two hundred and twenty-four (224) feet of frontage. As discussed in (a) above, the frontal orientation of our buildings have adequate staggering which will eliminate a straight-line orientation of the units. With this being the case, a two hundred twenty-four foot building will have adequate breaks for an aesthetically pleasing design and layout.

c) We are requesting for allowance of three (3) nine (9) unit buildings as shown on the submitted Site plan. With these additional units, there is more than the required open space within the site. The orientation of the buildings in the plan along with the required building buffers and road plan within the Site should allow for these three (3) nine-unit buildings. Two (2) of the 9-unit buildings are in the rear of the Site and not visible from the public roads. One of the 9-unit buildings abuts the clubhouse and will allow more units closer to the clubhouse facilities for those who may be mobility impaired.

2) **Section 9.04(4)(b) VEHICULAR AND PEDESTRIAN CIRCULATION. Multi-Family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress.**

Our Site plan provides two (2) separate gated entrances at the southern entry point onto the Site. If this plan is accepted, we will be in full compliance with this provision and will not require a variance. Because of the location of the property, an alternative location of an entrance is extremely limited. The rear of the property has wetlands and a creek which we do not want to disrupt or infringe upon. The eastern portion of the property is a residential community which we would have to access by purchasing some homes for construction of a roadway. We do not want to disrupt this subdivision with that entrance and with additional traffic if that can be avoided. The Church to the west of our property does not have any roadway through the property which could be expanded into our Site. There is parking there, but like the eastern neighbors, we would prefer to not run a roadway off of our Site onto that neighboring property to avoid disruption of their operations.

3) **Section 9.03(8)(f) All Townhomes shall have at a minimum a two-car garage.**

We will need to obtain a variance of this provision to allow for one (1) car garages for ½ of our proposed units. One half (1/2) of the proposed units will be three (3) bedroom units with a two (2) car garage. These three (3) bedroom units have master bedrooms on the main floor and two bedrooms upstairs. Although these units have available bedrooms, most of our tenants in other completed projects have very few children. The other one half (1/2) of the proposed units will be two (2) bedroom units with a one car garage. These two (2) bedroom units are one story, ranch- style, cottage-style, "master on main" units. All of these attributes are contained within a twenty-eight-foot width unit. The additional bedroom on the two (20 bedroom unit effectively takes the place of the additional garage space. In order to maintain the single floor living aspect of these units, there is not adequate room to allow for a 2-car garage. Our other completed projects accommodate a demographic of individuals that consists of approximately 45-50% single female tenants. The average age of our tenants in our other constructed projects is 42-45 years old. These factors have greatly influenced our design in that there is one floor living in these two (2) bedroom units with enhanced safety with direct access from the garage to the unit. Because of this plan, there is not any ability to add the second car garage.

The plan that we have presented allows for an advantageous demographic for the City of Villa Rica. Additionally, the plan is aesthetically pleasing and can be review by touring our already completed projects. If you need any information on these other projects, please let us know.

f you have any questions or require any further information in the processing of this Variance Request, please reach out to me via email at Jim@jimchapmancommunities.com or call me at 770-560-9167.

Respectfully,

Jim Chapman Communities, Inc.

By: _____
Name: James B. Chapman
Title: President

EXHIBIT "A"

101
105
RENO
MODEL

00:11

List of Property Owners within 250 feet of the subject property:

1483 W 78 Highway 78
1401 W. 78 Highway
VILLA RICA FIRST BAPTIST
CHURCH INC
1483 W HWY 78
VILLA RICA, GA 30180

95 N Van Wert Road
185 Barber Industrial Court
CITY OF VILLA RICA GEORGIA
571 W HIGHWAY 78
VILLA RICA, GA 30180

22.44 acres off Villa Rica Trace V13 VR 13/18
SPG VILLA RICA LLC
2870 PEACHTREE RD NW
SUITE 721
ATLANTA, GA 30305

1309 W 78 Highway
SIMS JANA
1309 HWY 78 W
VILLA RICA, GA 30180

1301 W 78 Highway
381 NORTH LLC
P.O. BOX 324
VILLA RICA, GA 30180

1201 W 78 Highway
DAVIS SHANDA F
1201 W HWY 78
VILLA RICA, GA 3018

1121 W. 78 Highway
MCLEAN AMY M
1121 HWY 78 WEST
VILLA RICA, GA 30180

W 78 Highway V/TR 1&2 (19.43 Acres)
BOGGS LARRY B
2266 FAIRBURN ROAD
DOUGLASVILLE, GA 30135

1120 W 78 Highway
MCLEOD TOMMY W
1120 WEST HIGHWAY 78
VILLA RICA, GA 30180

1101 W 78 Highway
CWD PROPERTIES INC
10 WAYNE DAVIS DR
TALLAPOOSA, GA 30176

68 Melleray Court
SFR JV-2 2022-2 BORROWER LLC
C/O TRICON AMERICAN HOMES LLC
15771 RED HILL AVE STE 100
TUSTIN, CA 92780

71 Melleray Court
KING TIMOTHY E & LAVADA D
71 MELLERAY CT
VILLA RICA, GA 30180

84 Melleray Court
ADAY PATRICIA I
84 MEILERRAY CT
VILLA RICA, GA 30180

92 Melleray Court
MITCHELL NATHAN
92 MELLERAY CT
VILLA RICA, GA 30180

96 Melleray Court
FARR ROBERT H & PAMELA G (JTRS)
96 MELLERAY CT
VILLA RICA, GA 30180

93 Melleray Court
BLACK MICHAEL W
93 MELLERAY CT
VILLA RICA, GA 30180

102 Melleray Court
SFR JV-1 2021-1 BORROWER LLC
C/O TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA, CA 92705

105 Melleray Court
HICKS WANDA C
105 MELLERAY CT
VILLA RICA, GA 30180

110 Melleray Court
ROACH JANICE D & RILEY CRYSTAL L (JTRS)
110 MELERAY CT
VILLA RICA, GA 30180

115 Melleray Court
MERRITT GARY FRANKLIN JR
115 MELLERAY CT
VILLA RICA, GA 30180

118 Melleray Court
PARKE AISHA
141 BROOKRIDGE CT
DOUGLASVILLE, GA 30134

123 Melleray Court
SANABRIA ALBERTO
123 MELLERAY CT
VILLA RICA, GA 30180

126 Melleray Court
HARRIS AARON M
126 MELLERAY CT
VILLA RICA, GA 30180

134 Melleray Court
REYHER DONALD D
134 MELLERAY CT
VILLA RICA, GA 30180

135 Melleray Court
WEST TIMOTHY A
607 TALMADGE LN
CANTON, GA 30114

142 Melleray Court
BROWN CHRISTOPHER L
142 MELLERAY CT
VILLA RICA, GA 30180

150 Melleray Court
GORGEOUS & FANCY LIVING LLC
7421 DOUGLAS BLVD STE N 320
DOUGLASVILLE, GA 30135

155 Melleray Court

ROSS SAMUEL R & ELIZABETH (JTRS)
155 MELLERAY CT
VILLA RICA, GA 30180

158 Melleray Court
RESIDENTIAL HOME ATLANTA LLC
PO BOX 4090
SCOTTSDALE, AZ 85261

164 Melleray Court
SFR JV-1 2019-1 BORROWER LLC
1580 BROOKHOLLOW DR
SANTA ANA, CA 92705

170 Melleray Court
SILVERS DAVID DEWAYNE JR &
POST LORI ANN JTRS
170 MELLERAY CT
VILLA RICA, GA 30180

173 Melleray Court
SFR JV-1 2021-1 BORROWER LLC
C/O TRICON AMERICAN HOMES LLC
1508 BROOKHOLLOW DR
SANTA ANA, CA 92705

177 Melleray Court
TGC ACQUISITIONS LP
1016 DEAN DRIVE NW
ATLANTA, GA 30318

Planning & Zoning
Community Development Department

Villa Rica City Hall
571 W. Bankhead Hwy
Villa Rica, GA 30180
T: 678.840.1238
F: 770.459.7003
www.villarica.org

September 27th, 2023

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

Re: Planning Report
Cottages at Villa Rica – Jim Chapman Communities
VA-11-23
1305 W. Bankhead Highway
Land Lot 165, District 6
Parcel # V02 0070483
Lot Size: 33.08 Ac.
Ward: 3
City Council Member: Vacant
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

JCC Villa Rica, LLC (the Applicant) seeks three variances from multiple architectural design standard requirements for the Cottages at Villa Rica townhome project. 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 September 25th, 2023 (2 pages);

2. Applicant Variance Statement, dated September 25th, 2023, signed by James B. Chapman, President (3 page);

3. Two limited warranty deeds, dated September 22nd, 2022, signed by Jeff Matthews (6 pages);

4. Site Plan, dated June 15, 2023, prepared by Vansant – Campbell Land Surveying (1 sheet);

5. Representative photographs, undated;

6. Elevation Drawings, date illegible.

A. Existing Conditions

The subject property is located on the north side of W. Bankhead Highway east of North Van Wert Road. The parcel is currently zoned Single-Family Attached (SFA) and has no structures on the premises. The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the Single-Family Low-Density (R1) zoning on the east, Single-Family Agricultural (AG) to the west and south, Commercial Low-Density (C1) zoning to the south, and Industrial Medium-Density (I2) to the north.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	**Land Use Character Area**
North	Industrial Medium-Density (I2)	Industrial
East	Single-Family Low-Density (R1)	Suburban Village
South	Commercial Low-Density (C1) Single-Family Agricultural (AG)	Industrial
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 previously was split between three different parcels and was subsequently combined after rezoning in 2020 from Agriculture to Multifamily (R-14). The property housed a single-family structure until it was demolished in 2022. The property was laterally rezoned during the citywide rezoning effort in 2020 to the SFA Zone. The applicant's land disturbance permit expired in June 2023 and has since refiled their application for an LDP, which was denied pending the approval of the applied for variances.

C. Proposed Development

The applicant is requesting three variances in order to construct a senior-focused townhome development, previously approved in 2019. The applicant is requesting several variances from architectural design standards within the zoning ordinance as outlined below.

D. Variances

The developer has requested variance relief from the zoning ordinance as outlined below. The applicant believes the individual variances will create a more functional product and will better cater to the end user, such as usable backyard space, garages and a master-on-main plan.
The Applicant has requested variance relief for the following:

1. Section 9.03(2)(e) – Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety two (192) feet. No more than eight (8) townhome units shall be attached in a single row.

   The applicant proposes not to stagger the buildings, a length of more than 224' per building, and for three (3) buildings that have nine (9) units.

2. Section 9.03(4)(b) – Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress.

   The applicant proposes one gated entrance and exit.

3. Section 9.03(8)(f) – All townhomes shall have at a minimum a two-car garage.

   The applicant proposes half of all units to be one-car garage units.

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 stem from builder and possibly market preferences. Staff identified that the detriments of approval would be large masses of townhomes in three buildings, which is generally not consistent with other multi-family and single-

family attached developments approved previously. Staff has not identified any potential benefits to approval.

Variance Decision Criteria

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

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

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

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

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

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

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

The application of the aforementioned requirements appear to be a marketing and economic decision. The situation is self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

1. Section 9.03(2)(e) – Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety two (192) feet. No more than eight (8) townhome units shall be attached in a single row. **The applicant proposes not to stagger the buildings, a length of more than 224' per building, and for three (3) buildings that have nine (9) units.**
    - Request: Building Stagger

Recommendation: DENIAL
Reasons: The request is entirely self-imposed.

- Request: Building Length
  Recommendation: DENIAL
  Reasons: The request is entirely self-imposed.

- Request: Number of Units per Building
  Recommendation: DENIAL
  Reasons: The request is entirely self-imposed.

2. Section 9.03(4)(b) – Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress. **The applicant proposes one gated entrance and exit.**
   Recommendation: DENIAL
   Reasons: The request is entirely self-imposed.

3. Section 9.03(8)(f) – All townhomes shall have at a minimum a two-car garage. **The applicant proposes half of all units to be one-car garage units.**
   Recommendation: DENIAL
   Reasons: The request is entirely self-imposed.
   Condition for approval: Must be a private drive and gated.

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*; 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.

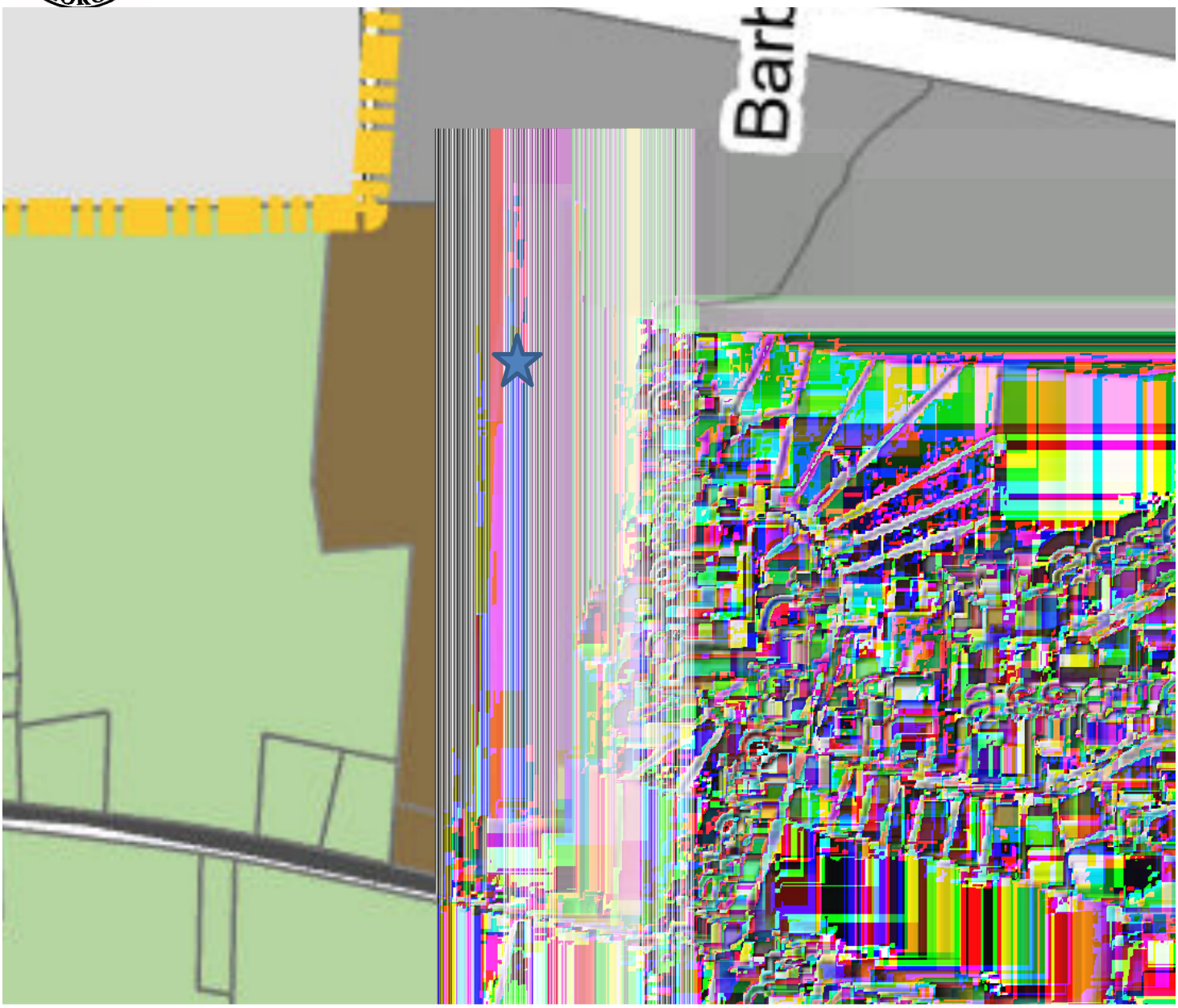
Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

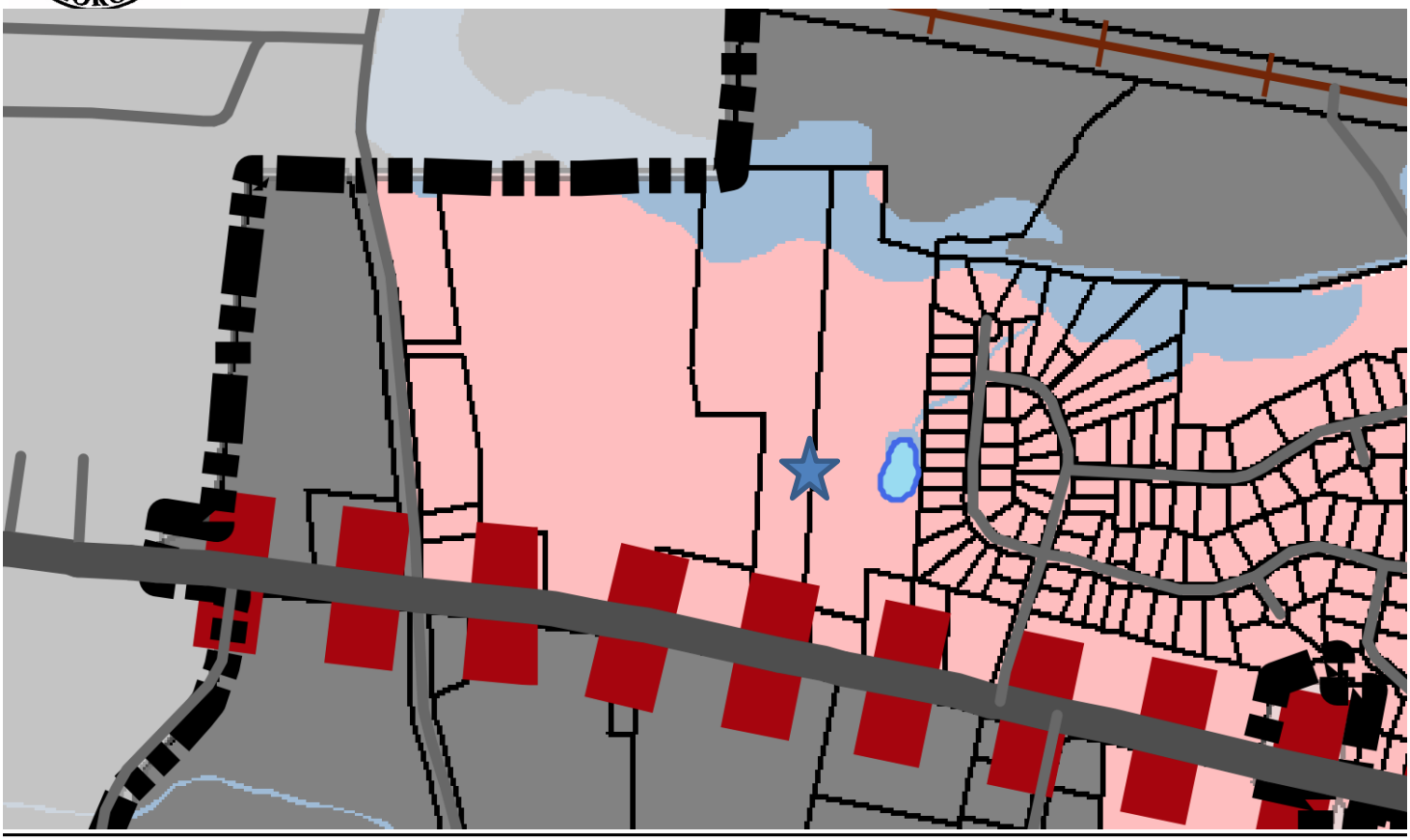
Ronald Johnson
Planning & Zoning Administrator

cc: Tom Barber, City Manager (via email)

Villa Rica Zoning Map:


Bark

Villa Rica Future Land Use Map:



TREE PROTECTION CALCULATIONS

Total Site Acreage: 34.08

Required Site Density Factor (SDF)

34.08	Standard Acres x	16	Units =	545.28 SDF
		Total Requred SDF		**545.28**

Existing Density Factor (EDF) has been calculated by taking sample areas of existing vegetation proposed to be saved on the site, then averaging them to apply a density to all tree save areas. See calculations and sample area tally this sheet.

The Average Unit value of the areas is as follows:

Sample Area 1: 29.30 / 81.50 / 3 = 27.17 Average
Sample Area 2: 24.40 / 43,560 / 2,500 = 17.424 x 27.17 = 473.35 Units per Acre
Sample Area 3: 27.80 / 81.50

473.35 Units per Acre x 10.55 Acres undisturbed, wooded (Outside buffers) = 4993.86 Units

EDF= 4993.86 Units (Areas Shown Hatched on Adjacent Plan)
Replacement Density Factor = 4,993.86 Units (EDF) - 545.28 RDF = 4,448.58 Surplus Density Units

SAMPLE AREA 1 INVENTORY (2,500 Square Feet)

DBH	TOTAL # TREES	X UNITS	TOTAL UNITS
4"	10	0.6	6.00
5"	7	0.8	5.60
6"		1	0.00
7"	1	1.2	1.20
8"	2	1.3	2.60
9"		1.5	0.00
10"	1	1.7	1.70
11"	2	1.9	3.80
12"	1	2.1	2.10
13"		2.3	0.00
14"	1	3	3.00
15"		3.3	0.00
16"	1	3.3	3.30
		TOTAL:	29.30

SAMPLE AREA 2 INVENTORY (2,500 Square Feet)

DBH	TOTAL # TREES	X UNITS	TOTAL UNITS
4"		0.6	0.00
5"		0.8	0.00
6"		1	0.00
7"	1	1.2	1.20
8"	2	1.3	2.60
9"		1.5	0.00
10"		1.7	0.00
11"	1	1.9	1.90
12"	1	2.1	2.10
13"		2.3	0.00
14"	2	3	6.00
15"	1	3.3	3.30
16"	1	3.3	3.30
17"	1	4	4.00
18"	1	4.2	4.20
22"	1	5	5.00
		TOTAL:	24.40

SAMPLE AREA 3 INVENTORY (2,500 Square Feet)

DBH	TOTAL # TREES	X UNITS	TOTAL UNITS
4"		0.6	0.00
5"	1	0.8	0.80
6"		1	0.00
7"	1	1.2	1.20
8"	1	1.3	1.30
9"		1.5	0.00
10"		1.7	0.00
11"	5	1.9	9.50
12"	4	2.1	8.40
13"		2.3	0.00
14"		3	0.00
15"	1	3.3	3.30
16"	1	3.3	3.30
		TOTAL:	27.80

NOTES:
ALL TREE PROTECTION MEASURES MUST BE INSTALLED PRIOR TO CLEARING.

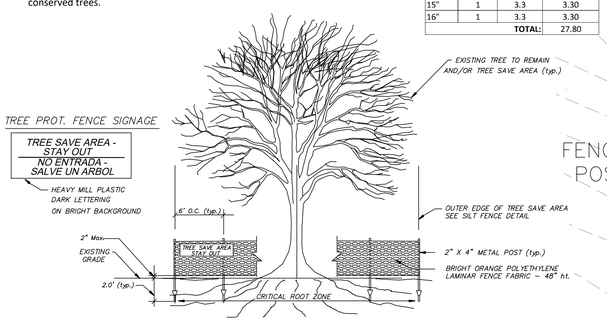
Tree protection fencing and tree protection area signs shall be installed after the issuance of a disturbance Permit and prior to any land disturbance activity or building activity.

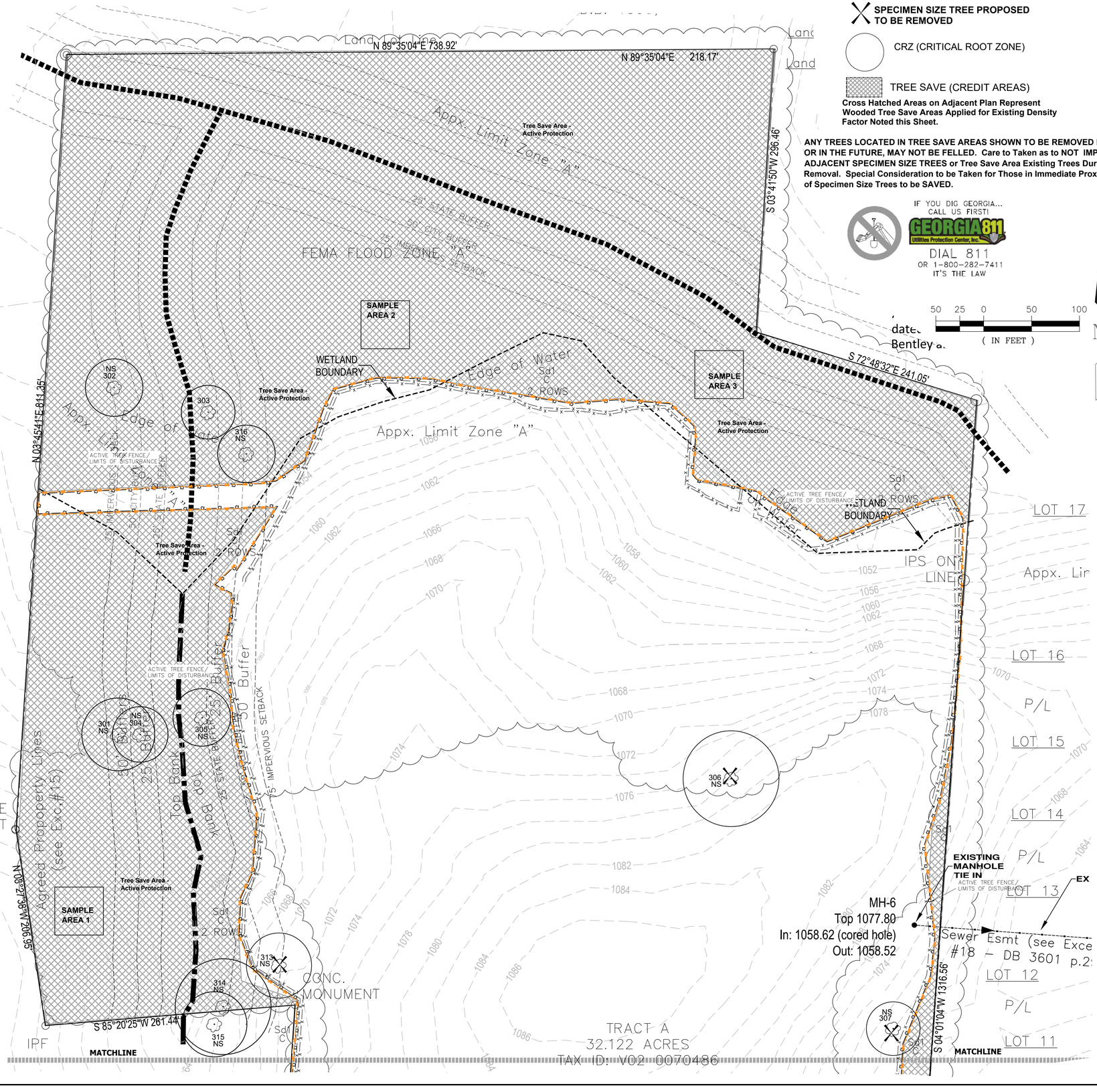
(1) Tree protection fencing shall be four feet high, made of orange high-visibility polypropylene, and erected with sturdy wooden or metal posts around the tree protection zone. A heritage tree, or a significant species tree, as determined by the Director, may require increased protection. Methods and extent of increased protection will be as directed by the Director.

(2) Signs shall be fabricated out of a sturdy material, shall be waterproof, and contain the following legible text in English and Spanish: "TREE PROTECTION AREA, ENTRY PROHIBITED." The signs shall be a minimum of 8.5 × 11 inches, shall be placed on a sturdy post a minimum of thirty (30) inches off the ground, and shall be spaced a maximum of 50 feet apart.

(3) Tree protection fencing and signage shall remain in good condition throughout the development and construction processes, and shall only be removed after the final plat approval or a certificate of occupancy has been issued.

iv) Encroachment into the tree protection area shall result in the loss of Tree Density Unit credit for preserved trees.
v) The critical root zone within the tree protection area shall be mulched with a minimum of three inches and not more than five inches of organic mulch such as pine straw, wood chips, tree leaves, or compost, for a minimum of three years, or prior to issuance of the final certificate of occupancy for the project, whichever occurs last.
vi) The Community Development Director or their designee may require the installation of additional tree protection measures to insure survivability of conserved trees.





SPECIMEN SIZE TREE PROPOSED TO BE REMOVED

CRZ (CRITICAL ROOT ZONE)

TREE SAVE (CREDIT AREAS)

Cross Hatched Areas on Adjacent Plan Represent Wooded Tree Save Areas Applied for Existing Density Factor Noted this Sheet.

ANY TREES LOCATED IN TREE SAVE AREAS SHOWN TO BE REMOVED NOW, OR IN THE FUTURE, MAY NOT BE FELLED. Care to Taken as to NOT IMPACT ADJACENT SPECIMEN SIZE TREES or Tree Save Area Existing Trees During Removal. Special Consideration to be Taken for Those in Immediate Proximity of Specimen Size Trees to be SAVED.

IF YOU DIG GEORGIA... CALL US FIRST!
GEORGIA 811 Utilities Protection Center, Inc.
DIAL 811
OR 1-800-282-7411
IT'S THE LAW

REVISIONS

DATE	DESCRIPTION

CLIENT / OWNER
JM CHAPMAN COMMUNITIES
2700 CUMBERLAND PARKWAY, SE, SUITE 130,
ATLANTA, GA 30339
24 HR. CONTACT: KEVIN HESS
PHONE: 404.557.9314

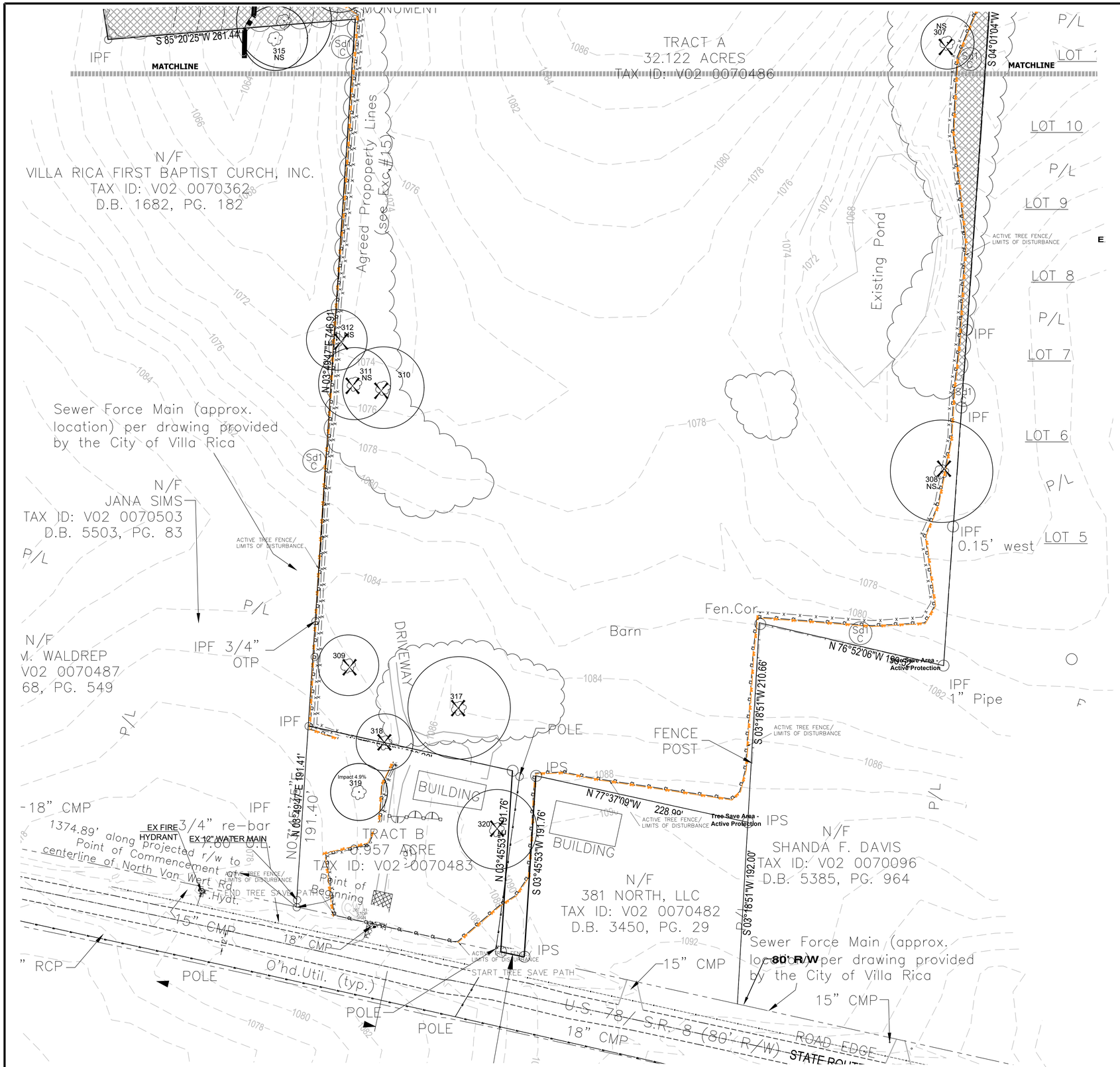
mondo
LAND PLANNING and DESIGN, LLC
8020 MAIN STREET
WOODSTOCK, GEORGIA 30188
phone 770.402.3719
fax 1.866.304.0203
Mondo Contact: Melissa Casteel, PLA

GEORGIA REGISTERED LANDSCAPE ARCHITECT No. LA001476 9.26.23 MELISSA REA CASTEEL

NOT RELEASED FOR CONSTRUCTION UNLESS SEALED AND SIGNED IN THIS BOX

TREE PROTECTION PLAN
FOR
COTTAGES OF VILLA RICA
LAND LOT 165, 6TH DISTRICT, SECTION 2ND
CITY OF VILLA RICA, GEORGIA

DATE	4.28.21
JOB NO.	M0721120.01
DRAWN	MRC
CHECKED	ETC
SCALE	1"=50'
SHEET:	TP1



SPECIMEN SIZE TREE PROPOSED TO BE REMOVED

CRZ (CRITICAL ROOT ZONE)

TREE SAVE (CREDIT AREAS)

Cross Hatched Areas on Adjacent Plan Represent Wooded Tree Save Areas Applied for Existing Density Factor Noted this Sheet.

ANY TREES LOCATED IN TREE SAVE AREAS SHOWN TO BE REMOVED NOW, OR IN THE FUTURE, MAY NOT BE FELLED. Care to Taken as to NOT IMPACT ADJACENT SPECIMEN SIZE TREES or Tree Save Area Existing Trees During Removal. Special Consideration to be Taken for Those in Immediate Proximity of Specimen Size Trees to be SAVED.

50 25 0 50 100
(IN FEET)
N

ARBORIST REPORT COVERING SPECIMEN SIZE TREES PROVIDED AS PART OF THIS SUBMITTAL UNDER SEPARATE COVER

Tree #	Species	DBH (Inches)	Recommended Condition	Status
301	OAK	38	NON-SPECIMEN	SAVE
302	MAPLE	30	NON-SPECIMEN	SAVE
303	OAK	28	GOOD	SAVE
304	MAPLE	29	NON-SPECIMEN	SAVE
305	SWEETGUM	30	NON-SPECIMEN	SAVE
306	OAK	50	NON-SPECIMEN	Remove
307	OAK	28	NON-SPECIMEN	Remove
308	SWEETGUM	54	NON-SPECIMEN	Remove
309	OAK	32	GOOD	Remove
310	OAK	43	GOOD	Remove
311	PINE	38	NON-SPECIMEN	Remove
312	MAPLE	32	NON-SPECIMEN	Remove
313	OAK	34	NON-SPECIMEN	Remove
314	OAK	50	NON-SPECIMEN	Impact 5.1%
315 - Boundary	POPLAR	34	NON-SPECIMEN	SAVE
316	SWEETGUM	30	NON-SPECIMEN	Impact 1.2%
317	OAK	54	GOOD	Remove
318	PECAN	30	GOOD	Remove
319	OAK	30	GOOD	SAVE
320	OAK	42	GOOD	Remove

IF YOU DIG GEORGIA... CALL US FIRST!
GEORGIA811 Utilities Protection Center, Inc.
DIAL 811
OR 1-800-282-7411
IT'S THE LAW

REVISIONS	
DATE	DESCRIPTION

CLIENT / OWNER
JIM CHAPMAN COMMUNITIES
2700 CUMBERLAND PARKWAY, SE, SUITE 130,
ATLANTA, GA 30339
24 HR. CONTACT: KEVIN HESS
PHONE: 404.557.9314

mondo
LAND PLANNING and DESIGN, LLC
8020 MAIN STREET
WOODSTOCK, GEORGIA 30188
phone 770.402.3719
fax 1.866.334.0203
Mondo Contact: Melissa Casteel, PLA

GEORGIA REGISTERED No. LA001416 LANDSCAPE ARCHITECT MELISSA REA CASTEEL 9.26.23
NOT RELEASED FOR CONSTRUCTION UNLESS SEALED AND SIGNED IN THIS BOX

TREE PROTECTION PLAN
FOR
COTTAGES OF VILLA RICA
LAND LOT 165, 6TH DISTRICT, SECTION 2ND
CITY OF VILLA RICA, GEORGIA

DATE	4.28.21
JOB NO.	MOT2120.01
DRAWN	MRC
CHECKED	ETC
SCALE	1"=50'
SHEET:	TP2

PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	SIZE	HEIGHT	QTY	UNIT VALUE	Total Units Provided
RED MAPLE	Acer rubrum	2.5" CAL.	12-14'	42	.75	31.50
EUROPEAN HORNBEAM	Carpinus betulus 'Fastigiata'	2.5" CAL.	12-14'	93	.75	69.75
WILLOW OAK	Quercus phellos	2.5" CAL.	12-14'	41	.75	30.75
VILLAGE GREEN ZELKOVA	Zelkova serrata 'Village Green'	2.5" CAL.	12-14'	40	.75	30.00
ARMSTRONG MAPLE	Acer rubrm 'Armstrong'	2.5" CAL.	12-14'	75	.75	56.25
KWANZAN CHERRY	Prunus serrulata 'Kwanzan'	2.5" CAL.	12-14'	48	.75	36.00
SERVICEBERRY	Amelanchier grandiflora	2.5" CAL. (Std)	12-14'	64	.75	48.00
RADICANS CRYPTOMERIA	Cryptomeria japonica 'Radicans'		4'	40	0.5	20.00
BURKII RED CEDAR	Juniperus virginiana 'Burkii'		4'	52	0.5	26.00
SAVANNAH HOLLY	Ilex x attenuata 'Savannah'		4'	35	0.5	17.50
HOMEFIRE HOLLY	Ilex 'Homefire'		4'	38	0.5	19.00
CRIMSON FIRE LORDPETALUM	Loropetalum chinense var. rubrum 'Crimson Fire'	7 gal	24"	174	0.05	8.70
DWARF BURFORD HOLLY	Ilex cornuta 'Burfordi Nana'	7 gal	24"	152	0.05	7.60
ADAGIO MISCANTHUS	Miscanthus sinense 'Adagio'	3 gal		83		
				Total Planted Units =		401.05

Measurement Standards. All new trees required to be planted by this Ordinance shall be measured as follows:
i) All broadleaf / deciduous trees shall be two and one-half (2½) inches in diameter (DBH- Diameter at Breast Height) at the time of planting, measured at six (6) inches above the root ball.
ii) All evergreen conifers shall be four (4) feet in height at the time of planting, measured from the top of the root ball.
iii) All shrubs shall be twenty-four (24) inches in height at the time of planting, measured from ground level.

SITE LANDSCAPE REQUIREMENTS

FRONTAGE LANDSCAPE
FIVE (5) TREES AND TEN (10) SHRUBS PER 100 LF OF FRONTAGE

243 LF = 13 TREES AND 25 SHRUBS PROVIDED ALONG FRONTAGE

PARKING
ONE TREE PROVIDED EVERY 30 LF ALONG FRONTAGE OF OFFSTREET PARKING LOT

ONE SHRUB PROVIDED EVERY 3 LF ALONG FRONTAGE TO CREATE SCREEN ALONG OFFSTREET PARKING FRONTAGE

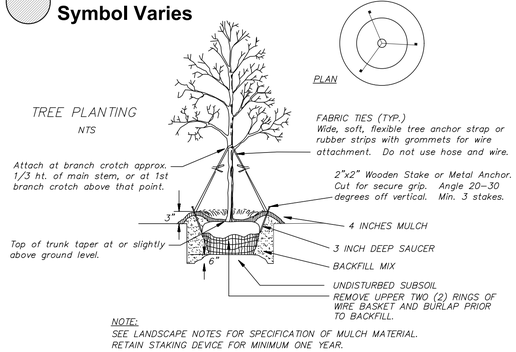
STREET TREES
ONE TREE PROVIDED EVERY 40-60 LF ALONG NON-LOT ROADWAY FRONTAGES INTERIOR TO THE SITE

BUFFERS
THREE (3) UNITS OF PLANTING TO BE PROVIDED FOR EVERY 100 LF OF BUFFER ADJACENT TO EXTERIOR PROPERTIES, AS FOLLOWS:

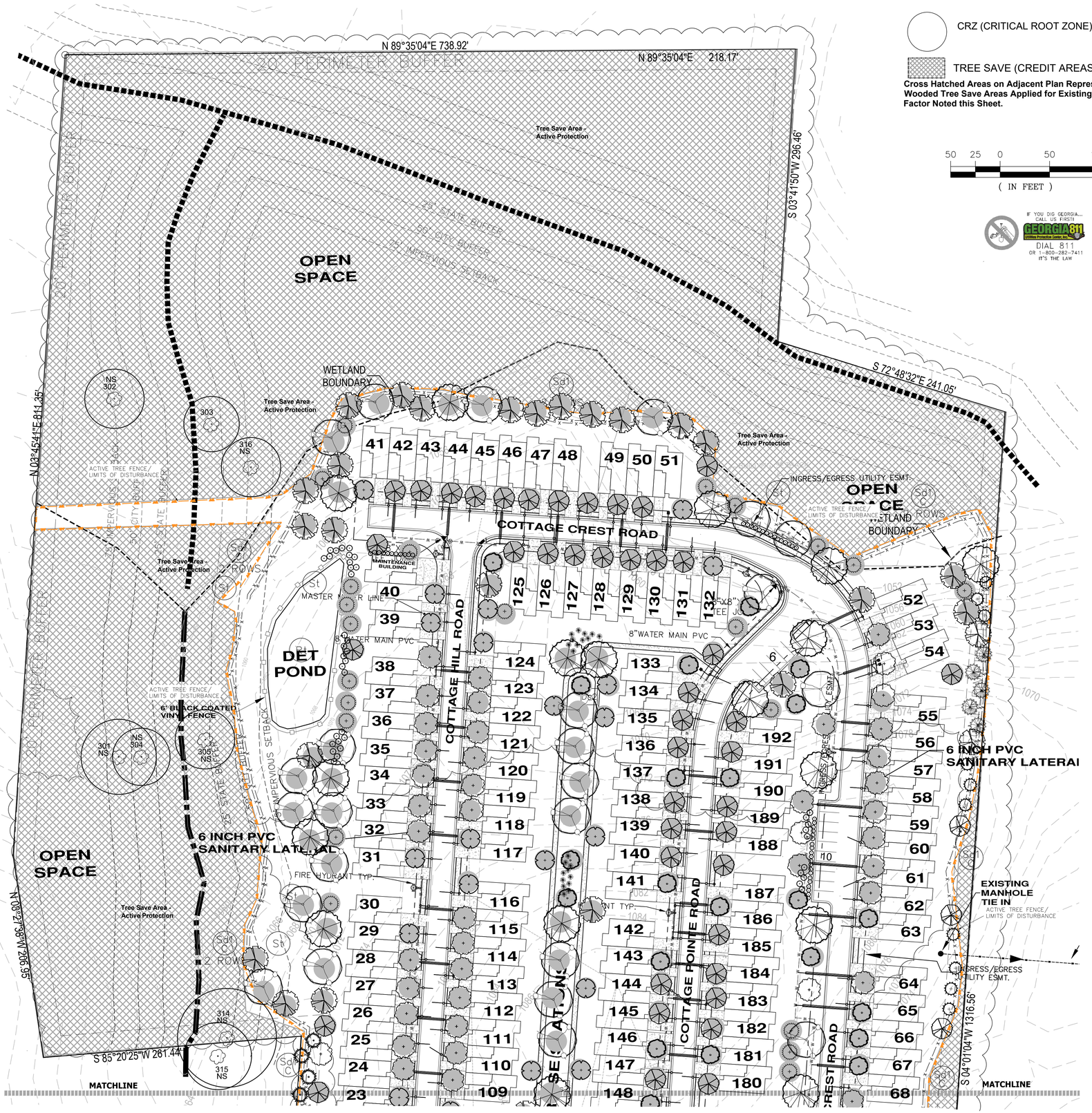
2,200 LF PLANTABLE BUFFERS / 100 = 22 x 3 = 66 UNITS PLANTINGS REQUIRED (min. 25% to be Deciduous Trees = 16.5 Units)

PROVIDED AS FOLLOWS: 22 DECIDUOUS 2.5"CAL. TREES X 0.75 UNITS = 16.5 UNITS +
103 EVERGREEN TREES (4' HT) X 0.5 UNTS = 51.5 UNITS = 68 UNITS PROVIDED

LOT TREES - Symbol Varies



NOTE:
SEE LANDSCAPE NOTES FOR SPECIFICATION OF MULCH MATERIAL.
RETAIN STAKING DEVICE FOR MINIMUM ONE YEAR.



REVISIONS	
DATE	DESCRIPTION
9.26.23	TREE SPECIES

CLIENT / OWNER:
JM CHAPMAN COMMUNITIES
2700 CUMBERLAND PARKWAY, SE, SUITE 130,
ATLANTA, GA 30339
24 HR. CONTACT: KEVIN HESS
PHONE: 404.557.9314

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fax 1.866.334.0203

GEORGIA REGISTERED LANDSCAPE ARCHITECT No. 1000014178 9.26.23 MELISSA REA CASTEEL
NOT RELEASED FOR CONSTRUCTION UNLESS SEALED AND SIGNED IN THIS BOX

TREE REPLACEMENT PLAN
FOR
COTTAGES OF VILLA RICA
LAND LOT 165, 6TH DISTRICT, SECTION 2ND
CITY OF VILLA RICA, GEORGIA

DATE	4.28.21
JOB NO.	MOT2120.01
DRAWN	MRC
CHECKED	ETC
SCALE	1"=50'
SHEET:	TP3

MATCHLINE
MATCHLINE
S 85°20'25"W 261.44'
S 04°01'04"W
INGRESS/EGRESS UTILITY ESMT.
6 INCH PVC SANITARY LATERAL
8"WATER MAIN PVC
WALKING TRAIL & EXERCISE AREA
COTTAGE CREST ROAD
6 INCH PVC SANITARY LATERAL
N 03°49'47"E 746.91'
COTTAGE OAK LANE
COTTAGE HILL ROAD
8"X8"X8" TEE JOINT
CLUBHOUSE
POOL
DOG PARK
KIOSK
FIRE HYDRANT
N 76°52'06"W 190.00'
Tree Save Area - Active Protection
N 77°37'09"W 228.99'
S 03°18'51"W 210.66'
S 03°18'51"W 192.00'
N 03°49'47"E 191.41'
N 03°45'53"E 191.76'
S 03°45'53"W 191.76'
N 76°23'09"W 220.20'
Impact 4.9% 319
EX FIRE HYDRANT
EX 12" WATER MAIN
80' R/W
STATE ROUTE
INGRESS/EGRESS UTILITY ESMT.
INGRESS/EGRESS UTILITY ESMT.
INGRESS/EGRESS UTILITY ESMT.

CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-13-23 – 135 Commerce Drive –Nine (9) Variances from the Villa Rica Zoning Ordinance

CITY COUNCIL AGENDA DATE: November 14th, 2023

DATE: October 27th, 2023 (updated November 14th, 2023)

PREPARED BY: Ronald Johnson, Planning and Zoning Administrator

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: MMCC Fund, LLC is requesting nine (9) variances from various sections of the zoning ordinance, as outlined below under "Staff Recommendation."

BACKGROUND: The property is currently zoned Commercial Medium Density (C2) and is located within the I-20 Gateway Activity Center, Commercial Activity Center, and Suburban Village Character Area. The properties will be part of a new shopping center that will include an expanded Chick-Fil-A, a sit-down restaurant and a small grocer. The site is directly adjacent to the Racetrac gasoline service station, Dunkin Donuts and Chevron gasoline service station along Commerce Drive. 600 South Street was rezoned in 2023 by the City Council from R2 to C2. The proposed development is appropriately zoned. The site is currently being graded. The site is located within the Carroll County portion of the city and does not border any unincorporated areas. The site does not feature any streams or natural water features.

STAFF RECOMMENDATION:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by MMCC Fund, LLC for the property at 135 Commerce Drive.

1. Section 4.04 *Lot Standards* Minimum lot size for C2. **Proposed: 0.75 acres**, Required: 2.5 acres.
    - Recommendation: Denial
    - Reason: The applicant has not demonstrated where a 0.75 acre proposed for the site. The smallest parcel identified on the site plan is 1.28 acres.
    - Approval Condition: A reduction of total lot size to 1.25 acres.

2. Section 4.04 *Lot Standards* Building Setbacks for C2.

	Proposed	Required
Front	**35' (Local Road)**	**35' (Local Road)**
Side	**15' around the perimeter of the total site (Principal & Accessory Structures)**	**30' (Principal Structure), 10'/30' (Accessory Structure)**
Rear	**15' (Principal & Accessory Structures)**	**45' (Principal Structure), 15'/45' (Accessory Structure)**

The applicant is also requesting for interior lot lines to be 0', applicable to the front, side, and rear of all interior lot line with a minimum of a 10' building separation.

- Recommendation: Denial
- Reasons: The setbacks are speculative in nature for the portions of the development that are indicated as "Future Commercial Site". The applicant has not demonstrated where these setbacks would be applied and why the current setbacks for C2 are not feasible.

3. Section 7.02(4)(a)(i)(3) *Off-Street Parking and Loading: Design Standards: Location*. *Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission.* **The applicant proposes for some vehicular parking to occur on drainage and utility easements, whereas the city code does not permit such activity.**
    - Recommendation: Approval
    - Reasons: The development is attempting to use all areas of the lot efficiently. Easements are typically covered for parking, as the applicant suggests in their letter of intent.

4. Section 7.02(4)(c) *Parking Layout*. *In addition to the minimum requirements, a maximum of fifty (50) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be on the rear or side of the primary building.* **The applicant proposes this requirement be waived.**
    - Recommendation: Denial
    - Reasons: The request is entirely self-imposed. Staff has not identified a location on the site plan that would be applicable to the request. The request appears speculative in nature.

5. Section 7.02(26)(a) *Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).* **The applicant is requesting this requirement be waived.**
    - Recommendation: Denial
    - Reasons: Staff prefers a cap on the number of parking spaces provided or a variance from the underlying parking requirement. This request is entirely self-imposed.
    - Approval Condition: Minimum +20%

6. Section 7.05(6) *Parking Area Landscaping. 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.* **The applicant proposes for no landscape screen applicability along the interior private drives or the interior property lines.**
    - Recommendation: Denial
    - Reasons: While the ordinance does not define or decipher between a "private drive" and a "private street", staff recommends landscaping to surround the private drive with a width of at least 10'. This is in addition to any natural vegetative buffer yard screens required and makes for a more appropriate entrance to the development and more aesthetically pleasing. Staff also recommends 5' planting strips between parking areas adjacent to other developed parcels.
    - Approval Condition: A reduced landscape buffer of 10' shall be installed along all interior private drives and 5' planting strips on each side of the lot line along interior property lines.

7. Section 7.05(10)(a) *Waste Containers/Recycling Containers/Service Structures Screening Requirement. The containers shall be located on a concrete pad that is enclosed by a three-sided structure constructed of masonry construction or wood sufficient to provide complete visual screening of the containers to a height of twelve (12) inches above the top of the containers. The unit shall be constructed with materials similar to the principal structure. The structures shall not be located closer than twenty (20) feet from any dwelling on an adjacent residential lot. The structure shall not project into or be located on a front or side yard. It may be located in a rear yard but shall be not less than five (5) feet from any rear or side lot lines. On corner lots the enclosure can sit no closer to the street than the building itself.* **The applicant proposes the waste container for the grocer to be located in the South Street front yard area and to be exempt from the five (5) foot setback requirements from rear and side lot lines.**
    - Recommendation: Approval
    - Reasons: The South Street area is the only non-customer oriented façade that can feature the waste container.

8. Section 7.05(12)(b) *Buffer Yard Standards. Type 4 Buffer Required: Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.* **The applicant is proposing no buffers surrounding 628 South Street and is proposing a 20' landscape buffer with an 8' tall opaque fence along the northern property lines of 727 and 731**

Meadowlark Drive, and a 15' landscape buffer with an 8' tall opaque fence along the northern property lines of 723 Meadowlark Drive. The eastern border of 723 Meadowlark Drive is proposed to have a 10' landscaping strip and no fence installed. A 20' landscaping strip is proposed between the grocer and the properties to the west across South Street.

- Recommendation: Denial
- Reasons: The 75' buffer is inappropriate for given transitional land uses within this area, however the existence of residential uses should entitle the area to reduced buffers that are most appropriate given the transitory nature and expansion of commercial activity in the general vicinity.
- Approval Conditions: A 30' landscaped buffer with an 8' opaque fence is required on the northern property line of 723, 727 and 731 Meadowlark Drive; a 10' buffer and 8' opaque fence along the eastern property line of 723 Meadowlark; a 20' planted landscape buffer along South Street, and a 10' buffer surrounding 628 South Street.

9. Section 9.04(6)(c) *Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) percent of the total ground level façade.* **The applicant is proposing 40% transparency for ground floor elevations.**
    - Recommendation: Denial
    - Reasons: The reduction is reasonable given the use of the interior of the proposed uses, however the request is self-imposed and speculative. Elevation drawings should be submitted to confirm the need for a variance from this provision.

PLANNING COMMISSION: N/A

MOTION:

(1) I move to deny the variance request from Section 4.04/Table 4.5 (minimum lot size) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(2) I move to deny the variance request from Section 4.04/Table 4.5 (setbacks) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(3) I move to approve the variance request from Section 7.02(4)(a)(i)(3) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(4) I move to deny the variance request from Section 7.02(4)(c) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(5) I move to deny the variance request from Section 7.02(26)(a) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(6) I move to deny the variance request from Section 7.05(6)(a) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(7) I move to approve the variance request from Section 7.05(10)(a) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(8) I move to deny the variance request from Section 7.05(12)(b) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.
(9) I move to deny the variance request from Section 9.04(6)(c) of the Villa Rica Zoning Ordinance for 135 Commerce Drive, as presented.

VARIANCE APPLICATION

Commerce Drive & South Street Commercial Development

Villa Rica, Georgia

Owner/Applicant: MMCC Fund, LLC

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: 10-02-2023

APPLICANT

Applicant Name: MMCC Fund, LLC

Address: 215 W. Bankhead Hwy., Ste A **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: (770) 231.8572 **Fax:** (770) 459.6723 **Email:** matthewsjeffr@gmail.com

Agent Name: Jeff R. Matthews, Manager

Address: Same as above **City:** _____ **State:** _____ **Zip:** _____

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

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: 143 Commerce Drive (between Dunkin Donuts and Chevron Gas Station) - Tax Parcel V07 011 0003; V07 0110168; V07 0110083; V07 0110171 V07 0110062; V07 0110066; V07 0110070; V07 0110219 West of Chick-Fil-A

I, JEFF R. MATTHEWS, MANAGER, *hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.*

Jeff R Matthews Manager for MMCC Fund, LLC 10/02/2023

Signature of Applicant **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: _____

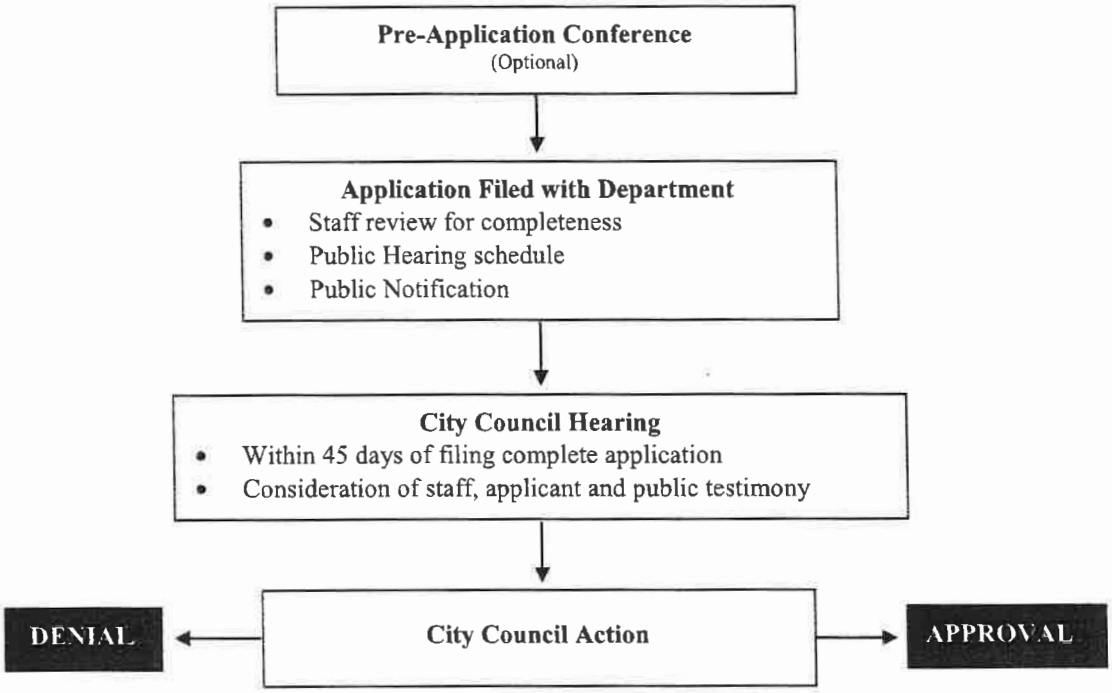
Staff Comments/Findings: _____

_____

Action and Date: _____

_____

PROCESS


Pre-Application Conference
(Optional)
Application Filed with Department
Staff review for completeness
Public Hearing schedule
Public Notification
City Council Hearing
Within 45 days of filing complete application
Consideration of staff, applicant and public testimony
DENIAL
City Council Action
APPROVAL

Subject: V07 011 0003, V07 011 0168, V07 011 0083, V07 011 0066, V07 011 0062, V07 011 0070, V07 011 0219

Surrounding Property Owners (250' of Property)

Owner	Mailing Address	City	State
Virginia S. Cox	722 Meadowlark Drive	Villa Rica	GA
Starnes Elizabeth Ann, et al	726 Meadowlark Drive	Villa Rica	GA
Heirs of Roberta W. Tallent	723 Meadowlark Drive	Villa Rica	GA
Roberta W. Tallent	Joins 723 Meadowlark Drive	Villa Rica	GA
Diane B Edge	727 Meadowlark Drive	Villa Rica	GA
Jack & Janice Wright	731 Meadowlark Drive	Villa Rica	GA
F Riggs Properties LLC (3 houses)	650 Clearview St	Villa Rica	GA
F Riggs Properties LLC (3 houses)	1115 Thomas Wilson Road	Roopville	GA
Jean C. Matthews	2368 Pleasant Grove Church Road	Villa Rica	GA
Alan W & Norma Taylor	646 Clearview Street	Villa Rica	GA
Harold Brown	644 Clearview Street	Villa Rica	GA
Evans Emma Jean	640 Clearview Street	Villa Rica	GA
Debra Ricks	636 Clearview Street	Villa Rica	GA
JBBB Investments, LLC	631 South Street	Villa Rica	GA
JBBB Investments, LLC	PO Box 218	Carrollton	GA
H 101, LLC	632 Clearview Street	Villa Rica	GA
Sheffield, Joe & Catherine	628 South Street	Villa Rica	GA
KFH SFR PrepCp D KP	1850 Parkway Place, Suite 900	Marietta	GA
Raza Mubshra	2520 Gold Hill Court	Villa Rica	GA
Brown and Sons, LLC	760 W Bankhead Hwy	Villa Rica	GA
Pope, Michael Dean	620 Clearview Street	Villa Rica	GA
Agree RT Villa Rica GA LLC c/o RaceTrac	200 Galleria Parkway SE, Suite 900	Atlanta	GA
Carroll County Board of Commissioners GEO	PO Box 227	Carrollton	GA
C.A. & R.C. Tackett	738 W Bankhead Hwy	Villa Rica	GA

4/20/2023 PLAT PLAT BK 108 PG 769 4/20/2023 PLAT PLAT BK 108 PG 768 4/20/2023 PLAT PLAT BK 108 PG 767

987619

BK PG
5489 256

14

PT-61-022-2016-003540
CARROLL COUNTY, GEORGIA
REAL ESTATE
TRANSFER TAX PAID $ -0-
INTANGIBLE TAX PAID $ ---
DATE 8-25-16
Allan J. Lee
CLERK OF SUPERIOR COURT

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
16 AUG 25 PM 3:51
Allan J. Lee
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA

(3) ✓ End

Record and Return to:

Jimmy C. Luke, II
Martin Bagwell Luke, P.C.
400 Northridge Road, Suite 1225
Atlanta, GA 30350

GENERAL WARRANTY DEED

THIS INDENTURE, made this 1st day of August, 2016, between **Brenda Matthews**, a Georgia resident, as party of the first part, hereinafter referred to as "Grantor", and **MMCC Fund, LLC**, a Georgia limited liability company, as party of the second part, hereinafter referred to as "Grantee", (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being in Carroll County, together with all improvements located thereon, and as more particularly described on **Exhibit "A"** attached hereto and made a part hereof.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever, subject only to all matters of record.

BK PG

5489 257

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

Brenda Matthews

Brenda Matthews

[SEAL]

Witness

Kimberly Culver

Notary Public
My Commission Expires: May 11, 2020

[NOTARY SEAL]

KIMBERLY CULVER
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires May 11, 2020

EXHIBIT A
Legal Description

Approximately 5.76 acres known as Carroll County Tax Parcel No. V070110003, 135 Commerce Drive, Villa Rica, Georgia 30180.

RECORDED

SEP 15 2016

Alan J. Lee, Clerk

BOOK 1282 PAGE 270

FILED
CARROLL COUNTY, GEORGIA
00 JUN 19 PM 4:36

CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 23.00
DATE 6/19/00
CLERK OF SUPERIOR COURT

Prepared by and return to:
Tisinger, Tisinger, Vance & Greer, P.C.
100 Wagon Yard Plaza
Carrollton, GA. 30117
Attn: Phil D. Wilkins (VR)

WARRANTY DEED

STATE OF GEORGIA, COUNTY OF CARROLL:

THIS INDENTURE, Made the 1st day of June, in the year Two Thousand (2000). between

SHIRLEY VEITCH

of the County of Carroll, and State of Georgia, as party of the first part, hereinafter called GRANTOR, and

JEFF R. MATTHEWS

as party of the second part, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits).

WITNESSETH, that: GRANTOR, for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS ($10.00 +OVC), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said GRANTEE, the following described property:

All that tract or parcel of land lying and being in Land Lot 157 of the 6th District of Carroll County, Georgia, and lying within the limits of the City of Villa Rica, and being more particularly described as follows: To find the Point of Beginning commence at the intersection of the north right of way of Meadowlark Avenue (40 foot right of way), and the east right of way of South Street (40 foot right of way); thence in a northerly direction along the east right of way of South Street 146.8 feet to the southwest corner of Lot 45 of the Clearview Subdivision as shown on subdivision plat appearing of record at Plat Book 6, Page 68 of the Public Records of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein; thence continuing along the east right of way of South Street 77.63 feet to the northwest corner of the property conveyed to David Bowen and Pat Bowen which deed appears of record at Deed Book 945, Page 330, of the Carroll County Public Records; thence north 87 degrees 23 minutes 11 seconds east 88.26 feet to an iron pin; thence north 87 degrees 23 minutes 11 seconds east 99.99 feet to an iron pin; thence north 02 degrees 37 minutes 38 seconds east 25 feet but specifically to the south boundary of Lot 46 of the Clearview Subdivision as shown on the survey referenced above; thence in an easterly direction along the south boundary of Lot 46, 100 feet to the southeast corner of said lot; thence north 02 degrees 23 minutes west 100 feet to the northeast corner of said Lot 46; thence in a westerly direction 253.85 feet along the northern boundary of said lot to the east right of way of South Street; thence south 13 degrees 03 minutes west 103.3 feet to the southwest corner of said Lot 46; thence continuing south 13 degrees 03 minutes west 25 feet more or less, but specifically to the Point of Beginning. Said tract containing all of Lot 46 and a portion of Lot 45 of the Clearview Subdivision.

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

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property unto the said GRANTEE against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has signed, sealed and delivered this general warranty deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

Civil Witness

Notary Public

Shirley Veitch (SEAL)
SHIRLEY VEITCH

(SEAL)

JUN 22 2000
SKINNER, CLERK

eFiled and eRecorded
DATE: 06/13/2023
TIME: 5:34 AM
DEED BOOK: 6167
PAGE: 803 - 805
FILING FEES: $25.00
TRANSFER TAX: $0.00
INTANGIBLE TAX: $0.00
PARTICIPANT ID: 0460724183
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF CARROLL

THIS INDENTURE made this 27th day of DECEMBER, 2022, between **Brenda M Matthews**, of the county of Carroll, state of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Kipling Land Management, LLC, a Georgia limited liability company**, as parties of the second part, hereinafter called Grantees (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion and to their heirs and assigns of said survivor, the following described property:

Exhibit A

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

Witness

Janice Bass
Notary Public
My Commission Expires 10/02/2024

JANICE BASS NOTARY PUBLIC HARALSON COUNTY GEORGIA EXPIRES Oct. 2, 2024

Brenda M. Matthews
Brenda M Matthews (SEAL)

Exhibit A

Tract 1

Assessor Tax Parcels 130 – 0320, 0322, 0343, 0348, 0349, 0353, 0366, 0398, 0407 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 115 of the 9th District of Carroll County, Georgia, as being shown and delineated as Lots 1, 3, 24, 29, 30, 34, 47, 79, and 88 on a plat entitled "Plat for Laurel Springs" dated April 26, 1985, prepared and certified by Edwin Thorpe McConnell, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 28, Page 111, revised January 1987 which plat is recorded in Plat Book 31, Page 38, Carroll County Public Records. Said plat and the record thereof are each by reference incorporated herein and made a part thereof for a more complete and accurate description of said property.

Tract 2

Assessor Tax Parcel 154 – 0179 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 115 of the 6th District of Carroll County, Georgia, Beginning at a point south 48 degrees 52 minutes 32 seconds 192.54 feet from a concrete right of ay monument found on the south right of way of Dyer Road; Thence running west a distance of 155 feet more or less along the north line of that 3.30 acre tract shown on a plat prepared and certified by Henry T McBrayer, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 64, Page 208, Carroll County Public Records, to the south east corner of Lot 1 on a plat entitled "Plat for Laurel Springs" dated April 26, 1985, prepared and certified by Edwin Thorpe McConnell, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 28, Page 111, Carroll County Public Records; then north along the east line of Lot 1 to the south right of way of Laurel Trace; then in an easterly direction following the right of way to the west right of way of Dyer Road; Then in a southern direction along the right of way to the north right of way of State Route 61; Then south 48 degrees 52 minutes 32 seconds 192.54 feet more or less to the point of beginning. Being 2 acres more or less.

Tract 3

Assessor Tax Parcels 148 – 0493 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 6th District of Carroll County, Georgia, as being shown and delineated as Lots Tract 2 on a plat entitled "Property Survey For Jeff Matthews" dated January 26, 2006, Revised February 21, 2006 and March 6, 2006, prepared and certified by Douglas C Crawford, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 91, Page 84, Carroll County Public Records. Said plat and the record thereof are each by reference incorporated herein and made a part thereof for a more complete and accurate description of said property. Said tract being 0.69 acres.

Tract 4

Assessor Tax Parcels 148 – 0412, 0417, 0424, 0425 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 6th District of Carroll County, Georgia, as being shown and delineated as Lots 31, 30, 23, 19, and a part of 18 on a plat entitled "Final Plat for Oak Place Phase II" dated June 7, 2000, prepared and certified by Lane S Bishop, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 84, Page 8A, Carroll County Public Records. Said plat and the record thereof are each by reference incorporated herein and made a part thereof for a more complete and accurate description of said property.

Tract 5

Assessor Tax Parcels V07 0110083, V07 0110066, V07 0110070 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 157 of the 6th District of Carroll County, Georgia, as being shown and delineated as Lots 47, 48, 49, 50, and 52 on a plat entitled "Clearview Subdivision" dated November 9, 1964, prepared and certified by Jacob Roland Harrison, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 9, Page 56, Carroll County Public Records. Said plat and the record thereof are each by reference incorporated herein and made a part thereof for a more complete and accurate description of said property.

Exhibit A Continued

Tract 6

Assessor Tax Parcel V02 0020020 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 162 of the 6th District of Carroll County, Georgia, as being more particularly described as: BEGINNING at an iron pin located at the intersection of the easterly right of way of North Dogwood Street with the northerly right of way of Maple Street; thence running south 83 degree 15 minute east along the north right of way of Maple Street a distance of 189.42 feet to an iron pin located at the end of a concrete wall; thence north 2 degree 28 minute east a distance of 197.31 feet to an iron pin located at a 10 inch corner post; thence north 84 degree 6 minute west a distance of 81.79 feet to an iron pin; thence north 82 degree 9 minute west a distance of 11.63 feet to an iron pin located on the easterly right of way of North Dogwood Street; thence south 0 degree 57 minute west along the easterly right of way of North Dogwood street a distance of 148.7 feet to an iron pin and the point of beginning. Said parcel containing 0.738 acres all as is further shown on a plat dated May 10, 1979, prepared by Wyman C Hudson, Georgia Registered Land Surveyor and by reference incorporated herein.

Tract 7

Assessor Tax Parcel V07 0110062 in the year 2021

ALL THAT TRACT or parcel of land lying and being in Land Lot 196 of the 6th District of Carroll County, Georgia, as being shown and delineated as 11.465 acres on a plat entitled "Matthews Properties" dated October 3, 2003, prepared and certified by Alexander Zeiger, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 82, Page 220, Carroll County Public Records. Said plat and the record thereof are each by reference incorporated herein and made a part thereof for a more complete and accurate description of said property.

LESS AND EXCEPT: That property conveyed to MMCC Fund LLC by a deed dated August 1, 2016, and recorded at Deed Book 5489, Page 256, in the Office of the Clerk of the Superior Court of Carroll County, Georgia.

ALSO LESS AND EXCEPT: Those tracts deeded to Brenda VRCFA LLC by a deed dated September 15, 2006, and recorded at Deed Book 3726, Page 40, in the Office of the Clerk of the Superior Court of Carroll County, Georgia.

eFiled & eRecorded
DATE: 8/20/2020
TIME: 3:10 PM
DEED BOOK: 05840
PAGE: 00437 - 00439
RECORDING FEES: $25.00
TRANSFER TAX: $0.00
PARTICIPANT ID: 5306225564
CLERK: Alan Lee
Carroll County, GA
PT61: 022-2020-003770

Return recorded document to:
Jimmy C. Luke II, Esq.
MARTIN BAGWELL LUKE, P.C.
400 Northridge Road, Ste. 1225
Atlanta, GA 30350

QUITCLAIM DEED

THIS DEED, made this 18th day of August 2020 between **BRENDA VRCFA, LLC**, a Georgia limited liability company, as party of the first part, (hereinafter referred to as "Grantor") and **MMCC FUND, LLC,** a Georgia limited liability company, as party of the second part (collectively hereinafter referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of **TEN AND NO/100 DOLLARS** ($10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 158 of the 6th District of Carroll County, Georgia which tracts are more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

[SIGNATURES ON FOLLOWING PAGE]

ATE: 8/20/2020
ME: 3:10 PM
EED BOOK: 05840
GE: 00438

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 10/2/2020

[NOTARY SEAL]

JANICE BASS NOTARY EXPIRES GEORGIA OCT. 2, 2020 PUBLIC HARALSON COUNTY

"GRANTOR"

BRENDA VRCFA, LLC, a Georgia limited liability company

By: Jeff Matthews Manager
Name: _____
Title: _____

ATE: 8/20/2020
ME: 3:10 PM
EED BOOK: 05840
AGE: 00439

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 158, 6th District of Carroll County, State of Georgia and being more particularly described as follows:

Commencing from the intersection of the western right-of-way of Commerce Dr. (50'R/W) and the northern right-of-way of Meadow Lark Ext. (50' R/W); thence with a tie line N01°19'27E a distance of 998.83' to a point located along the western right-of-way of Commerce Dr.; thence with said right-of-way N06°55'49" E a distance of 172.94' to a point; thence with a curve turning to the left with an arc length of 9.12' with a radius of 173.33' with a chord bearing of N06°59'26"E, with a chord length 9.12' to a point, said point being, THE TRUE POINT OF BEGINNING; thence leaving said right-of-way N83°05'10"W a distance of 245.06' to a point, Thence N06°54'50"E a distance of 48.93' to a point; thence N89°45'19"E a distance of 226.53' to a point along the western right-of-way of Commerce Dr.; thence with said right-of-way with a curve turning to the right with an arc length of 80.50' with a radius of 173.33', with a chord bearing of S07°49'21"E, with a chord length of 79.78' to a point, said point being THE TRUE POINT OF BEGINNING.

Said parcel having an area of 15,200.4 square feet/0.35 acres,

Subject Property Address: 215 West Bankhead Highway, Villa Rica, GA 30180

Parcel ID: V070110219

City of Villa Rica
Zoning
Copy of Application

Reference # P-0002-2023 **Date Submitted:** 10/2/2023 9:16:00 AM

Property Details

Address: 135 COMMERCE DR , VILLA RICA, GA 30180

Parcel/Lot: V07 0110003/{MERGEFIELD cf[f976f]}

Application Details

Project Name: Commercial Expansion - Commerce Dr.
Exisiting Use: CMU - Commercial Mixed Use
Proposed Use: CMU - Commercial Mixed Use

Applicant Details

Name: MMCC Fund, LLC
Address: 215 W. Bankhead Hwy. Ste A , Villa Rica, GA 30180
Email: matthewsjeffr@gmail.com **Phone #:** (770) 231-8572

Property Owner Details

Name: MMCC FUND LLC **Tax ID:** 81-4724372
Address: 215 W Bankhead Hwy., Ste A , VILLA RICA ,GA 30180
Email: matthewsjeffr@gmail.com **Phone #:** (770) 231-8572

Attorney Details

Name:
Firm:
Address: , ,
Email: **Phone #**

Planning Consultant Details

Name: Same **License #**
Firm:
Address: , ,
Email: **Phone #**

Engineer Details

Name:	John Bass	**License #**	P.E. #34591
Firm:	Georgia and West, Inc.		
Address:	105 Corporate Drive , Carrollton, GA GA		
Email:	jbass@georgiaandwest.com	**Phone #:**	(770) 834-4694

Traffic Engineer Details

Name:		**License #**	
Firm:			
Address:	, ,		
Email:		**Phone #:**	

Property Information : Existing

Easements, Leases, or Other Agreements, Existing or Proposed on the Property	Proposed		
Existing Zoning District of Site			
In Applicant's opinion with Board of Adjustments action be required for a variance?	Yes		
Is a structure(s) present on existing lot?	No	**If yes, how many?**	
A. Building Floor Area Total		**Each Floor**	
B. Building Ground Area			
C. Building Height Feet		**Stories**	
D. Floor Area Ratio (FAR)			
E. Lot Lines (Feet)/ Front, Rear, Side			
F. Set Backs (Existing)/ Front, Rear, Side			
G. Open Space (square foot)		**Open Space %**	
H. Lot Coverage %			
I. Parking (on site) Show Calculations below if not on accompanying site plan			
Present use(s) of site (each structure) & Proposed use on			

site

Proposed:

A. Building Floor Area Total

B. Building Ground Area

C. Building Height Feet

D. Floor Area Ratio (FAR)

E. Lot Lines (Feet)/ Front, Rear, Side

F. Set Backs / Front, Rear, Side

Project Information

	Proposed	**Existing**
Maximum Height		
Lot Width		
Side Yard		
Lot Coverage % of building		
Lot Coverage Impervious Surface		
Planted Area %		
Parking Stalls		
Total of Side Yards		
Rear Yard		
Lot Area	11	
Lot Coverage Impervious Surface %		
Planted Area		
Floor Area		
Front Yard		

Request Type	
Rezoning	
Special Use Permit	
Variance Type:	X

Annexation	
Appeals	
Alteration to PUD	
Administrative Adjustment	
Certificate of Appropriateness	
Certificate of Occupancy	
Public Hearing Signs	
Record Filing Fee	
Street & Utility Inspection	
Text Amendment Initiated by Public	
Sexually Oriented Business Permit	
Development of Regional Impact (DRI) Application Initiating Review	
Future Land Use Map Amendment (FLUM without an associated rezoning)	
Copy of Unified Development Ordinance, Comprehensive Plan, Design Guidelines for Historic Districts and Sites, and all other printed Planning Materials. # of Copies:	

VARIANCE APPLICATION

Commerce Drive & South Street Commercial Development

Villa Rica, Georgia

Owner/Applicant: MMCC Fund, LLC

Villa Rica, Georgia

Written Statement
September 29, 2023
Revised: October 27, 2023

Project Description:

The proposed project is an 11.05-acre site (tax parcels V07 0110003, V07 0110062, V07 0110066, V07 0110168, V07 0110070, V07 0110083, V07 0110171, and V07 0110219) intended for restaurant outparcels and a small grocery user. Other potential users may consist of retail businesses. The site is designed to accommodate multiple users and will enhance this portion of the Interstate 20 and Highway 61 Corridor.

Variance Requests:

This type of multi-user development necessitates careful attention to details such as interparcel access and connectivity to secondary roads, schools, and other users. For this reason, we are requesting the following variances per the City of Villa Rica, Georgia Article 3 – zoning code adopted August 14, 2020, and revised July 13, 2021. The conceptual site layout attached is provided to indicate potential uses in a planned layout that would provide good access from public roadways as well as interparcel connectivity with adequate and functional parking and pedestrian access. The site plan is subject to change depending on commercial users that are attracted to this site.

1. **Sec. 4.04, Table 4.5 Non-Residential Lot Standards: Minimum Lot Size for Commercial (C2)**

The minimum lot size for Commercial (C2) is 2.5 acres per the Villa Rica Code. This application requests approval to reduce the minimum lot size to 0.75 acre. This development is designed to attract high-quality long-term users and is being developed to achieve that aim. Reducing the lot size allows for more creativity when designing for additional retail and service users and allows for lot sizes more conducive to clustered commercial developments such as the one proposed.

2. **Sec. 4.04 Lot Standards: Table 4.5 Non-Residential Building Setbacks for Commercial (C2)**

The Code requires the following minimum building setbacks for Commercial (C2). Those listed below are the only setbacks applicable to this site.

Front setback: 35 feet (Local Road)
Side setback: 30 feet (Principal Structure), 10 feet/30 feet (Accessory Structure)
Rear setback: 45 feet (Principal Structure), 15 feet/45 feet (Accessory Structure)

The side and rear building setback dimensions are excessive and restrict creative development plans for clustered commercial developments. Further, they can result in poor, inefficient use of property. This application proposes the following building setback lines to more appropriately reflect typical commercial development building setbacks and provide flexibility to the development plan. These building setbacks requested are more commonly required and used for commercial developments of the type proposed for this site.

Front setback: 35 feet (Local Road)
Side setback: 15 feet around perimeter of the total site (Principal & Accessory Structures)
Rear setback: 15 feet (Principal & Accessory Structures)
Interior lot lines setback: 0 feet (applies to front, side, and rear of all interior lot lines)
Minimum 10 feet building separation

3. **Sec 7.02(4)(a)(i)(3) Off-Street Parking and Loading: Off-Street Parking Location**

The Code states that off-street parking spaces cannot be located within utility or drainage easements. Typically, these types of easements in a commercial development do not inhibit parking over them. It is common for utility or drainage easements to be through a parking lot to provide the necessary services to the buildings, parking lots, and drives. Further, rock and other general site conditions will dictate parking areas and locations of utilities and drainage systems. We request the City allow parking to be located within utility and drainage easements for this site. The utility and drainage pipe materials and depths will be reviewed and approved by the engineering department so there will be no concern with paving a parking lot over them.

4. **Sec 7.02(4)(c) Off-Street Parking and Loading: Parking Layout**

The Code states "…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 on the rear or side of the primary building."

To the extent reasonable and feasible the site plan submitted proposes a limited amount of parking in front of the buildings. However, other commercial users, such as a retail building, would likely require a majority of the parking in front for customer convenience and safety. Requiring 50% of the parking on the side or rear of commercial sites is not suitable and should not be applicable to all commercial uses, so we request the limitation of having a maximum of 50% of the required parking in front of the building be waived for this site.

5. **Sec 7.02(26)(a) Off-Street Parking and Loading: Maximum Parking Spaces**

I request to modify the maximum number of parking spaces so that parking can meet the commercial user needs to allow adequate parking during peak times. The commercial users are aware of how parking impacts their ability to attract and serve customers, and they may not locate here if a maximum standard prohibits providing their necessary parking. Many national businesses have established minimum parking requirements for their business, and many of those exceed the maximum parking allowed in the Code. I request a cap on maximum parking beyond the maximum parking set forth in the Code and in line with typical commercial end user desires. The site plan included with this application identifies the maximum parking proposed for each proposed site with the net increase beyond the maximum allowable parking per the City's ordinance.

6. **Sec 7.05(6)(a) Landscaping Standards: Parking Area Landscaping**

The Code requires a perimeter landscape screen for off-street parking areas of 20 feet in width along public or private street rights-of-way and 10 feet in width for parking areas adjacent to other developed parcels. This application requests to modify the landscape screen for parking areas in this site to be 20 feet in width along public street rights-of-way and 10 feet in width for parking areas adjacent to the perimeter of the site's boundaries where adjacent to other developed parcels. No landscape screen would be enforced along the interior private drives or the interior property lines.

7. **Sec 7.05(10)(a) Landscaping Standards: Waste Containers Screening Requirements**

The Code states that a waste container "…shall not project into or be located on a front or side yard. It may be located in a rear yard but shall be not less than five (5) feet from any rear or side lot lines. On corner lots the enclosure can sit no closer to the street than the building itself."

The attached site plan depicts a proposed grocery store toward the rear of the property near South Street. The grocery tenant would require a truck loading area in the rear of the store, and this is where the tenant would need the waste container to be placed as well. Although this is the rear of the property, this part of the property also fronts South Street. Therefore, I request to modify the waste container screening requirements to allow the waste containers to be placed on this side of the building between the street right-of-way and the building. The site plan submitted proposes a 20' landscape strip to buffer this area from the street.

8. **Sec 7.05(12)(b) Landscaping Standards: Buffer Yard Requirements**

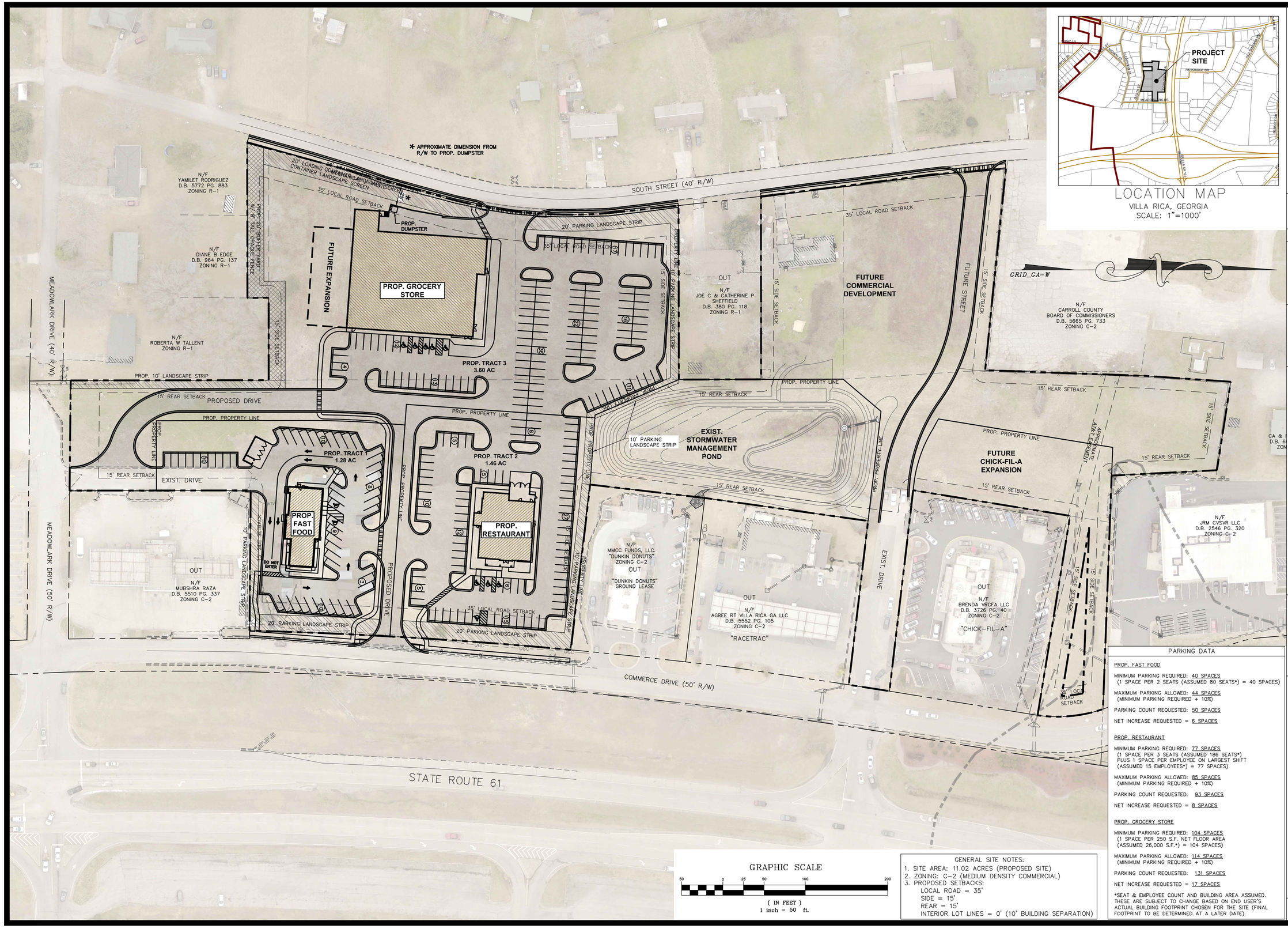
Landscape buffer between Commercial (C2) and existing residential (R1) according to the Villa Rica Code 7.05 (12) – Buffer Yard Requirements. This area is transitioning from a Commercial/Residential use to a Commercial/Institutional (Villa Rica High School is expanding eastward) area. Therefore, the need for expansive buffers is not necessary. The Code requires a 75' landscape buffer between C2 and existing R1 properties. This buffer width is excessive and burdensome. The submitted site plan proposes a 20' landscape buffer with an 8' tall opaque fence along the northern property lines of 723, 727, and 731 Meadowlark Drive. The proposed buffer would be within the building setback. No buffers are proposed around 628 South Street given it is an island residential property surrounded by commercial zoning and is expected to become a commercial use in the future.

9. **Sec 9.04(6)(c) Non-Residential Design Standards: Ground-floor retail shall be transparent for 75% of the total ground level façade**

I request approval to reduce percentage of transparent ground-floor retail elevations from 75% to 40% for this site.

A front façade with 75% transparency will create an inferior shopping experience for customers which negatively impacts the ability of retailers to compete. Store layouts maximize area behind the registers for sales and service. A storefront that is 75% requires any back of house operations, kitchens, restrooms, cleaning areas be located to prime shopping area leaving less square footage for sales and services. Customers typically do not shop once they have paid which makes the area along the front façade a prime location for a combination of non-sales retail functions.

Also, a reduction in percentage of transparency will allow for a variety of design elements creating a more appealing façade. The façade design for the shopping center will include a variety of materials, fenestration, articulation, and other design elements to increase visual interest.



LOCATION MAP
VILLA RICA, GEORGIA
SCALE: 1"=1000'

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

GENERAL SITE NOTES:
1. SITE AREA: 11.02 ACRES (PROPOSED SITE)
2. ZONING: C-2 (MEDIUM DENSITY COMMERCIAL)
3. PROPOSED SETBACKS:
   LOCAL ROAD = 35'
   SIDE = 15'
   REAR = 15'
   INTERIOR LOT LINES = 0' (10' BUILDING SEPARATION)

PARKING DATA

PROP. FAST FOOD

MINIMUM PARKING REQUIRED: 40 SPACES
(1 SPACE PER 2 SEATS (ASSUMED 80 SEATS*) = 40 SPACES)

MAXIMUM PARKING ALLOWED: 44 SPACES
(MINIMUM PARKING REQUIRED + 10%)

PARKING COUNT REQUESTED: 50 SPACES

NET INCREASE REQUESTED = 6 SPACES

PROP. RESTAURANT

MINIMUM PARKING REQUIRED: 77 SPACES
(1 SPACE PER 3 SEATS (ASSUMED 186 SEATS*)
PLUS 1 SPACE PER EMPLOYEE ON LARGEST SHIFT
(ASSUMED 15 EMPLOYEES*) = 77 SPACES)

MAXIMUM PARKING ALLOWED: 85 SPACES
(MINIMUM PARKING REQUIRED + 10%)

PARKING COUNT REQUESTED: 93 SPACES

NET INCREASE REQUESTED = 8 SPACES

PROP. GROCERY STORE

MINIMUM PARKING REQUIRED: 104 SPACES
(1 SPACE PER 250 S.F. NET FLOOR AREA
(ASSUMED 26,000 S.F.*) = 104 SPACES)

MAXIMUM PARKING ALLOWED: 114 SPACES
(MINIMUM PARKING REQUIRED + 10%)

PARKING COUNT REQUESTED: 131 SPACES

NET INCREASE REQUESTED = 17 SPACES

*SEAT & EMPLOYEE COUNT AND BUILDING AREA ASSUMED. THESE ARE SUBJECT TO CHANGE BASED ON END USER'S ACTUAL BUILDING FOOTPRINT CHOSEN FOR THE SITE (FINAL FOOTPRINT TO BE DETERMINED AT A LATER DATE).

NO.	DATE REVISED	DESCRIPTION

GEORGIA & WEST, INC.
ENGINEERING · LAND SURVEYING · LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com

WARNING: THIS PLAN SHEET IS NOT THE OFFICIAL CONTRACT DOCUMENT UNLESS APPROVED BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

WARNING: UTILITIES LOCATIONS ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.

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TITLE: VARIANCE SITE PLAN EXHIBIT

COMMERCE DRIVE / SOUTH STREET COMMERCIAL DEVELOPMENT

LOCATED IN LAND LOTS 157 & 158 DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

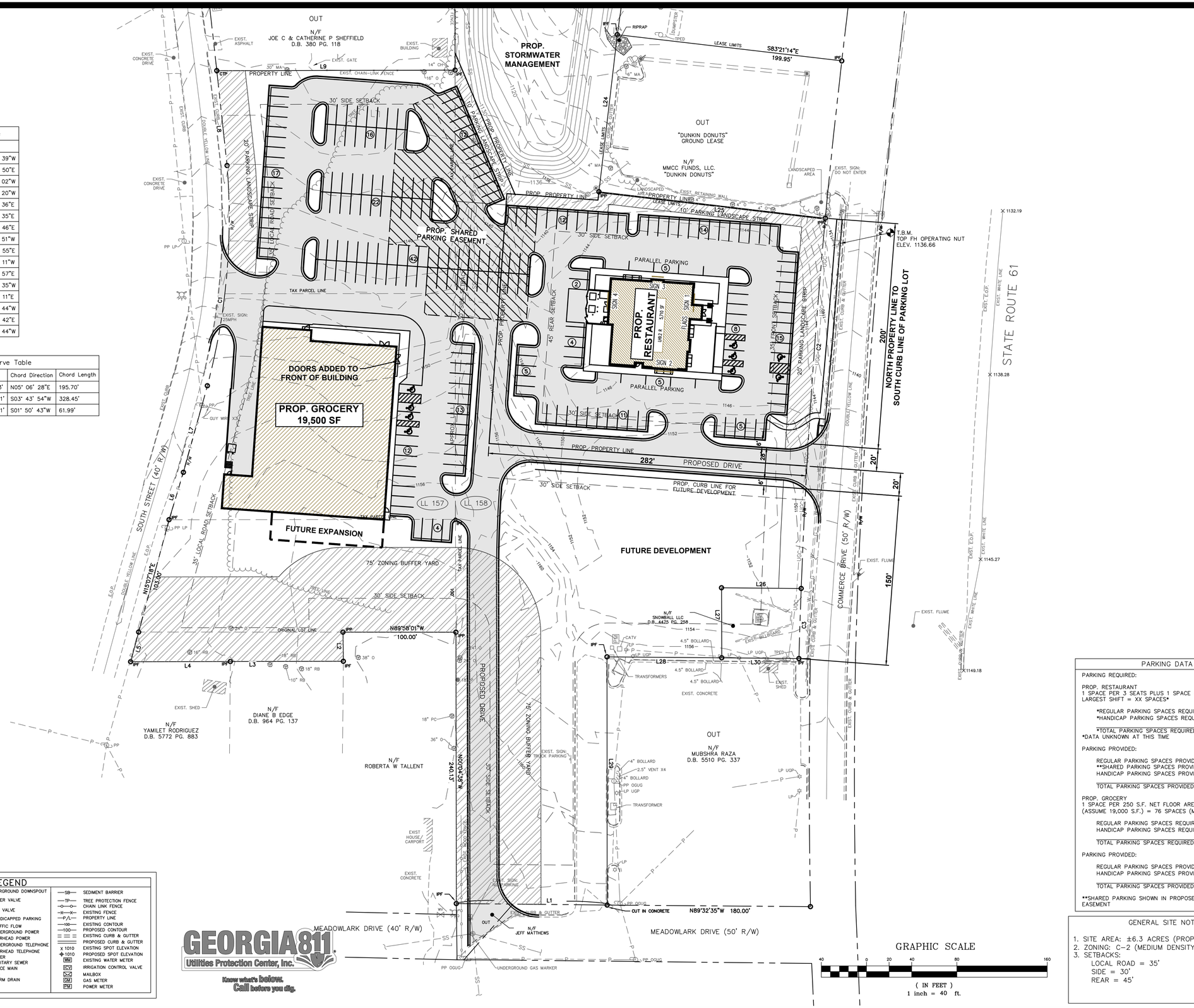
SCALE:	DATE:	JOB NUMBER	DESIGNED BY
1" = 50'	10-27-2023	051119	JDB

SHEET 1 OF 1

O:\PROJECT FOLDERS\2005\051119_MATTHEWS @ SHELL STATION V Rdwg\051119_VARIANCE SITE PLAN EXHIBIT (2023-10-25).dwg, 10/27/2023 12:13:02 PM

Parcel Line Table		
Line #	Length	Direction
L1	133.52'	N89° 25' 39"W
L2	25.77'	S00° 42' 50"E
L3	100.06'	S89° 53' 02"W
L4	88.27'	S89° 52' 20"W
L5	27.23'	N15° 12' 36"E
L6	43.80'	N16° 51' 35"E
L7	79.57'	N15° 28' 46"E
L8	84.51'	N06° 10' 51"W
L9	210.97'	N89° 52' 55"E
L24	140.00'	S06° 40' 11"W
L25	201.78'	S83° 18' 57"E
L26	70.51'	N89° 29' 35"W
L27	62.00'	S00° 10' 11"E
L28	101.61'	N89° 30' 44"W
L29	219.67'	S00° 02' 42"E
L30	68.33'	N89° 30' 44"W

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	196.64'	577.73'	N05° 06' 28"E	195.70'
C2	328.49'	5929.61'	S03° 43' 54"W	328.45'
C3	61.99'	5929.61'	S01° 50' 43"W	61.99'



LEGEND		
1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SEDIMENT BARRIER
1034 CATCH BASIN	WATER VALVE	TREE PROTECTION FENCE
1019A DROP INLET	GAS VALVE	CHAIN LINK FENCE
1011A JUNCTION BOX	HANDICAPPED PARKING	EXISTING FENCE
1019A TYPE E CURB INLET	TRAFFIC FLOW	PROPERTY LINE
1125 HEADWALL	UNDERGROUND POWER	EXISTING CONTOUR
DRAINAGE SLOPE	OVERHEAD POWER	PROPOSED CONTOUR
SEWER MANHOLE	UNDERGROUND TELEPHONE	EXISTING CURB & GUTTER
EXISTING FIRE HYDRANT	OVERHEAD TELEPHONE	PROPOSED CURB & GUTTER
PROPOSED FIRE HYDRANT	WATER	EXISTING SPOT ELEVATION
LAMP POST	SANITARY SEWER	PROPOSED SPOT ELEVATION
GUY POLE	FORCE MAIN	EXISTING WATER METER
UTILITY POLE	GAS	IRRIGATION CONTROL VALVE
UNDERGROUND DOWNSPOUT	STORM DRAIN	MAILBOX
		GAS METER
		POWER METER

GEORGIA811
Utilities Protection Center, Inc.
Know what's below. Call before you dig.

PARKING DATA	
PARKING REQUIRED:	
PROP. RESTAURANT	
1 SPACE PER 3 SEATS PLUS 1 SPACE PER EMPLOYEE ON LARGEST SHIFT = XX SPACES*	
*REGULAR PARKING SPACES REQUIRED	XX
*HANDICAP PARKING SPACES REQUIRED	X (VAN)
	X (STD.)
*TOTAL PARKING SPACES REQUIRED	XX
*DATA UNKNOWN AT THIS TIME	
PARKING PROVIDED:	
REGULAR PARKING SPACES PROVIDED	78
**SHARED PARKING SPACES PROVIDED	43
HANDICAP PARKING SPACES PROVIDED	2 (VAN)
	3 (STD.)
TOTAL PARKING SPACES PROVIDED	126
PROP. GROCERY	
1 SPACE PER 250 S.F. NET FLOOR AREA (ASSUME 19,000 S.F.) = 76 SPACES (MAX. 84 SPACES)	
REGULAR PARKING SPACES REQUIRED	72
HANDICAP PARKING SPACES REQUIRED	3 (VAN)
	1 (STD.)
TOTAL PARKING SPACES REQUIRED	76
PARKING PROVIDED:	
REGULAR PARKING SPACES PROVIDED	94
HANDICAP PARKING SPACES PROVIDED	1 (VAN)
	3 (STD.)
TOTAL PARKING SPACES PROVIDED	98
**SHARED PARKING SHOWN IN PROPOSED SHARED PARKING EASEMENT	

GENERAL SITE NOTES:

1. SITE AREA: ±6.3 ACRES (PROPOSED SITE)
2. ZONING: C-2 (MEDIUM DENSITY COMMERCIAL)
3. SETBACKS:
   LOCAL ROAD = 35'
   SIDE = 30'
   REAR = 45'

NO.	DATE REVISED	DESCRIPTION

GEORGIA & WEST, INC.
ENGINEERING · LAND PLANNING · LAND SURVEYING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com

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TITLE:
PRELIMINARY LAYOUT
JEFF MATTHEWS
LOCATED IN LAND LOTS 157 & 158 DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DESIGNED BY	JDB
JOB NUMBER	051119
DATE	07-31-2023
SCALE:	1" = 40'

SHEET 1 OF 1

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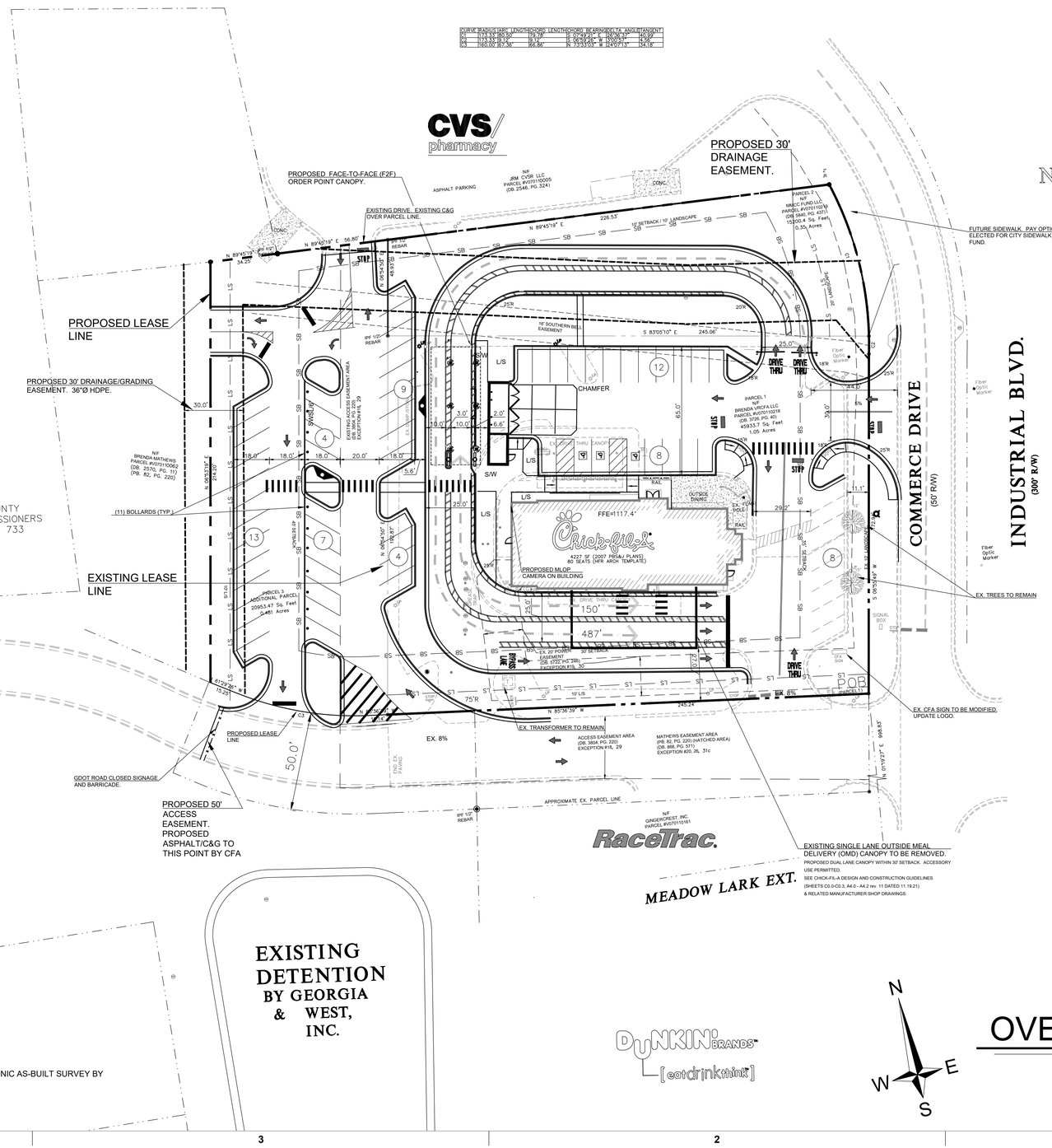

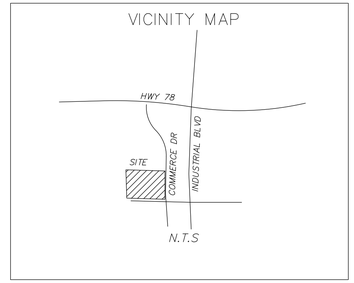

CHECK PLOT
NOT FOR CONSTRUCTION

BUILDING SETBACKS (SIR)

FRONT (COMMERCE DR.) – 35'
LEFT SIDE (ACCESS DR.) – 30'
RIGHT SIDE (CVS) – 10'
REAR (UNDEVELOPED) – 45'

LANDSCAPE SETBACKS (SIR)

FRONT (COMMERCE DR.) – 20' (10' EXISTING)
LEFT SIDE (ACCESS RD.) – 10'
RIGHT SIDE (CVS PHARMACY) – 10'
REAR (UNDEVELOPED) – 10'

LIMITS OF DISTURBANCE = ± 1.7 ACRES

MAX. 80% IMPERVIOUS.

SITE ANALYSIS

CHICK–FIL–A	4,227 SF
EXISTING PARKING	49 SPACES
PARKING ADDED	16 SPACES
PROPOSED PARKING	65 SPACES
REQUIRED PARKING (1 SPACE/3 SEATS) + 1 SPACE/EMPLOYEE 80 SEATS/3 + 35 EMPLOYEES	
27 SPACES + 35 EMPLOYEES =	62 SPACES

MAX. 10% OVER REQUIRED = 62 * 1.1 = 68 SPACES MAX.

BUILDING HEIGHT = 24 FT. NO BUILDING ADDITION.
ZONED C2
EXISTING SITE AREA = 1.05 ACRES
PROPOSED SITE AREA = 1.05+0.481+0.35=1.881 ACRES

OVERALL SITE PLAN

SCALE: 1 INCH = 30 FEET
GRAPHIC SCALE
30 0 30 60 120

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Hill Foley Rossi & Associates
ARCHITECTURE + ENGINEERING
3680 Pleasant Hill Road
Suite 200
Duluth, GA 30096
770.622.9858

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SEALED:06/02/2021

NOT FOR CONSTRUCTION

CHICK-FIL-A
Villa Rica
85 Commerce Drive
Villa Rica, GA

FSR#2111

BUILDING TYPE / SIZE: S06-C
RELEASE:

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

CONSULTANT PROJECT #	22.431.01
PRINTED FOR	REVIEW
DATE	8.4.2023
DRAWN BY	CD

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SHEET
OVERALL SITE PLAN

SHEET NUMBER
C-200

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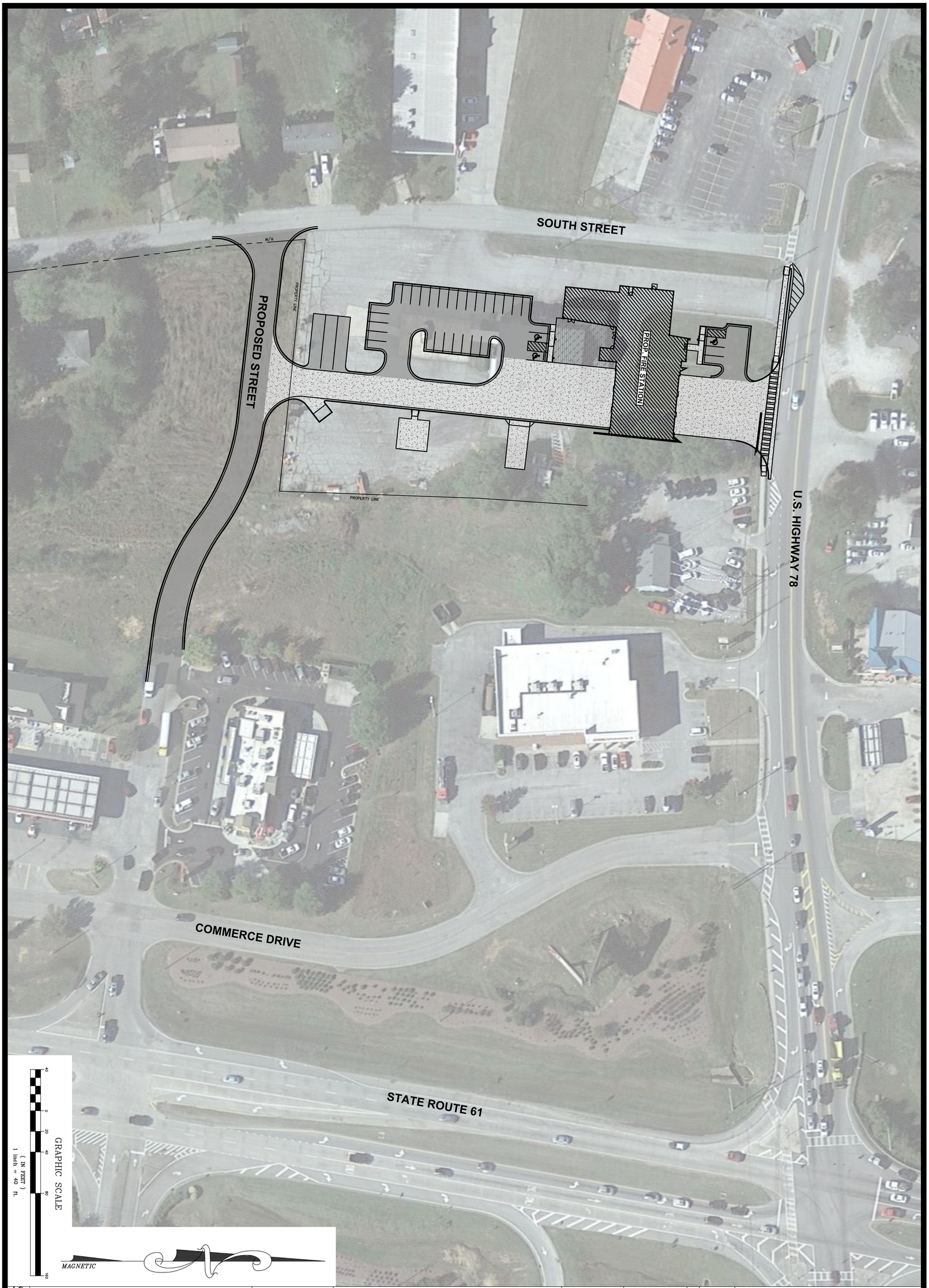

SHEET 1 OF 1

TITLE:

PRELIMINARY LAYOUT

SOUTH ST - COMMERCE DRIVE CONNECTOR STREET

LOCATED IN CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

SCALE:	DATE	JOB NUMBER	DESIGNED BY
1" = 40'	06-27-2023	130615B	JDB

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GEORGIA & WEST, INC.
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105 CORPORATE DRIVE
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E-MAIL: mailbox@georgiaandwest.com

NO.	DATE REVISED	DESCRIPTION

1. Restrictive Covenants. No portion of the Grantee Property shall be used for any of the following purposes without the prior written consent of Grantor: (i) shooting gallery or carnival; (ii) pool hall; (iii) massage parlor, except for (1) day spas or businesses supplying therapeutic or wellness-based massage or spa services similar to Spa Sydell, Exhale Mind & Body Spa, Massage Envy, Blue Med Spa, Renew Spa, Pure Med Spa, or Sona Med Spa, or those that may exist within areas that are part of a health club or personal training facility or (2) franchised massage parlors such as Massage Envy or MassageLuXe; (iv) facility that hosts nude, semi-nude or other erotic performances; (v) adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, devices, books, magazines, or other related items are sold or displayed, or any tenant which sells, leases, exchanges, displays, exhibits or advertises any goods, services, items, products or materials which (A) are pornographic, obscene, graphically violent, lewd or lascivious or otherwise are not consistent with the standards of decency and morality prevailing in the community where the Properties are located, (B) constitutes the sale of paraphernalia used for the consumption of, or otherwise associated with, illegal or dangerous drugs, or (C) would constitute a public or private nuisance or would generate excessive noise, litter, dust, dirt or odor; (vi) "head shops" or other facilities used for the sale, display or advertisement of marijuana (whether legal, illegal or medicinal) and/or any paraphernalia used in the preparation or consumption of controlled substances (provided, however, nothing contained herein shall be construed as prohibiting the sale of CBD oil); (vii) facilities used for the operation of any store in which the sale of alcoholic beverages constitutes at least 50% of its gross revenues; provided, however, the following may be permitted: (X) the operation of a bar, distillery, brewery, convenience store, wine store or "high-end"/"upscale" liquor store, provided that any such "high-end"/"upscale" liquor store shall not sell lottery tickets or individual beers or spirits in quantities less than eight ounces, (Y) selling and/or manufacturing of alcoholic beverages so long as such activities are ancillary to a permitted retail operation; and (Z) restaurants; (viii) pet store or facilities engaged in the sale of live animals; (ix) funeral home or store selling caskets; (x) mortuary; (xi) manufacturing operation (except for such manufacturing that is otherwise incidental to a permissible use); (xii) industrial operation; (xiii) central laundry, dry cleaning plant or laundromat (except this prohibition shall not include any dry-cleaning service only providing for pick-up and drop-off and not performing any cleaning on premises and this prohibition shall not apply to laundry equipment or service solely serving the occupants or overnight guests of the occupants of the Grantee Property); (xiv) motor vehicle sales that include on-site vehicles; provided, however, an automotive showroom showcasing vehicles available for acquisition at a separate, offsite location outside of the Grantee Property shall not be prohibited and further provided, under no circumstances shall vehicles offered "for sale" be parked in any of the parking spaces located on the Grantee Property; (xv) processing or rendering plant; (xvi) lumber yard; (xvii) nightclub, as such term is defined by applicable zoning ordinances, ballroom, dance hall, or discotheque; (xviii) motor vehicle registration office; (xix) bingo parlor, betting parlor or gambling casino; (xx) adult substance abuse clinic; (xxi) thrift store, "dollar" store, swap shop, second hand or "outlet" store selling merchandise that is used, damaged or discontinued, pawn shop, liquidation outlet, flea market or similar establishment (except this prohibition shall not apply to any establishments selling or trading artwork); provided, however, clothing and furniture consignment shops that sell high quality, undamaged goods and do not accept any donations at the Grantee Property shall not be prohibited; (xxii) retail establishment buying precious metals from the general public (this prohibition shall not apply to a jewelry store primarily selling finished jewelry items that buys limited amounts of scrap jewelry for its own use in making jewelry it sells); (xxiii) check cashing services (other than in conjunction with the operation of a traditional branch bank) or pay day loan establishment; (xxiv) bail bondsman; (xxv) apartment/home rental service unless such service is part of a real estate marketing/brokerage firm whose primary source of income is derived from the marketing and sale of real property; provided, however, any such apartment rental service shall not be in competition with an apartment rental service used by the owner of the Grantor Property; (xxvi) gun dealer; (xxvii) tattoo parlor; (xxviii) store that derives a significant portion of its sales from selling tobacco or tobacco related products (including e-cigarettes using liquid nicotine); provided, however, a cigar shop may be permitted; (xxix) auditorium, meeting hall, church, or other house of worship; (xxx) any employment office, day labor service, or other enterprise or organization

that offers laborers for hire; provided, however, the foregoing shall not be applicable to any executive, technical, professional or administrative search or placement firm; (xxxi) any campaign office, political party or other electioneering or campaigning activity; (xxxii) any union hall or other organized labor activity; (xxxiii) fortunetelling, psychic, or similar activity related to the art of professing to reveal future events (except this prohibition shall not include any economic, business, or financial forecasting activity); (xxxiv) pain clinics or drug or alcohol abuse treatment facilities; (xxxv) beauty or barber colleges; (xxxvi) animal raising or boarding facilities; (xxxvii) pet kennels; provided, however, pet grooming facilities shall not be prohibited provided no pets are allowed to stay overnight on the Grantee Property and all grooming and other activities are performed inside of the Grantee Property; and, (xxxviii) any uses which result in strong, obnoxious odors or any uses which cause excess noise, including, without limitation, a gun range.

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

Re: Planning Report
135 Commerce Drive
VA-13-23
Applicant's Name: MMCC Fund, LLC
Property Owner: MMCC Fund, LLC
Land Lot 157, District 6
Parcel # V07 0110003, V07 0110168, V07 0110083, V07 0110171, V07 0110062, V07 0110066, V07 0110070, V07 0110219
Lot Size: 8.18 Acre +/-
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Ashley Head
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the variance application submitted by MMCC Fund, LLC for the property located at 135 Commerce Drive. The purpose of this report is to provide an analysis of the variance request and make recommendations for the City Council's consideration.

Background:

The property is currently zoned Commercial Medium Density (C2) and is located within the I-20 Gateway Activity Center, Commercial Activity Center, and Suburban Village Character Area. The properties will be part of a new shopping center that will include an expanded Chick-Fil-A, a sit-down restaurant and a small grocer. The site is directly adjacent to the Racetrac gasoline service station, Dunkin Donuts and Chevron gasoline service station along Commerce Drive. 600 South Street was rezoned in 2023 by the City Council from R2 to C2. The proposed development is appropriately zoned. The site is currently being graded. The site is located within the Carroll County portion of the city and does not border any unincorporated areas. The site does not feature any streams or natural water features.

Variance Request:

The applicant is seeking variances from the following zoning regulation(s):

1. Section 4.04 *Lot Standards* Minimum lot size for C2. **Proposed: 0.75 acres**, Required: 2.5 acres.
2. Section 4.04 *Lot Standards* Building Setbacks for C2.

	Proposed	Required
Front	**35' (Local Road)**	**35' (Local Road)**
Side	**15' around the perimeter of the total site (Principal & Accessory Structures)**	**30' (Principal Structure), 10'/30' (Accessory Structure)**
Rear	**15' (Principal & Accessory Structures)**	**45' (Principal Structure), 15'/45' (Accessory Structure)**

The applicant is also requesting for interior lot lines to be 0', applicable to the front, side, and rear of all interior lot line with a minimum of a 10' building separation.

3. Section 7.02(4)(a)(i)(3) *Off-Street Parking and Loading: Design Standards: Location*. *Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission.* **The applicant proposes for some vehicular parking to occur on drainage and utility easements, whereas the city code does not permit such activity.**

4. Section 7.02(4)(c) *Parking Layout*. *In addition to the minimum requirements, a maximum of fifty (50) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be on the rear or side of the primary building.* **The applicant proposes this requirement be waived.**

5. Section 7.02(26)(a) *Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).* **The applicant is requesting this requirement be waived.**

6. Section 7.05(6) *Parking Area Landscaping. 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.* **The applicant proposes for no landscape screen applicability along the interior private drives or the interior property lines.**

7. Section 7.05(10)(a) *Waste Containers/Recycling Containers/Service Structures Screening Requirement. The containers shall be located on a concrete pad that is enclosed by a three-sided structure constructed of masonry construction or wood sufficient to provide complete visual screening of the containers to a height of twelve (12) inches above the top of the containers. The unit shall be constructed with materials similar to the principal structure. The structures shall not be located closer than twenty (20) feet from any dwelling on an adjacent residential lot. The structure shall not project into or be located on a front or side yard. It may be located in a rear yard but shall be not less than five (5) feet from any rear or side lot lines. On corner lots the enclosure can sit no closer to the street than the building itself.* **The applicant proposes the waste container for the grocer to be located in the South Street front yard area and to be exempt from the five (5) foot setback requirements from rear and side lot lines.**

8. Section 7.05(12)(b) *Buffer Yard Standards. Type 4 Buffer Required: Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.* **The applicant is proposing no buffers surrounding 628 South Street and is proposing a 20' landscape buffer with an 8' tall opaque fence along the**

northern property lines of 727 and 731 Meadowlark Drive, and a 15' landscape buffer with an 8' tall opaque fence along the northern property lines of 723 Meadowlark Drive. The eastern border of 723 Meadowlark Drive is proposed to have a 10' landscaping strip and no fence installed. A 20' landscaping strip is proposed between the grocer and the properties to the west across South Street.

9. Section 9.04(6)(c) *Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) percent of the total ground level façade.* **The applicant is proposing 40% transparency for ground floor elevations.**

Description of Variance Request:

Please see above.

Site Analysis:

The site is currently a mix of vacant land and a single-family home on a separate parcel (600 South Street). The collective uses proposed include an enlarged Chick-Fil-A, a sit-down restaurant, and a grocer. The surrounding area consists of mainly commercial to the east and residential one- and two-family uses to the west. The area is in transition as more dense and intense uses locate in the vicinity. The proposed development is the natural evolution for the area given the need for additional commercial capacity in the general area and highway convenience.

Staff has reviewed the proposed list of variances and their reasonings (please see the applicant's statement for a detailed synopsis). Staff supports only a portion of the requests.

Review of Criteria for Granting a Variance:

In considering a variance request, the City Council should assess whether the following criteria are met:

1. Exceptional Circumstances:
   No exceptional circumstances have been presented. However, the applicant has pointed out that South Street is commercializing, and many of the variances are the impact of that commercialization.
2. No Detriment to Public Health, Safety, or Welfare:
   There is no detriment to public health, safety or welfare observed by staff.

3. 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 surrounding property values are not expected to be substantially impacted.

4. 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 does not appear to be economic based, however the variance request for maximum spaces is driven by economic gain from attracting certain national chains. This is a self-imposed condition. Staff would prefer to see a maximum number of spaces agreed upon by council. There is no way for staff to access if this is the minimum amount of relief necessary in comparison to requesting a parking variance from the 1 space per 300 SF required for retail spaces within the zoning ordinance.

Recommendation:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by MMCC Fund, LLC for the property at 135 Commerce Drive.

1. Section 4.04 *Lot Standards* Minimum lot size for C2. **Proposed: 0.75 acres**, Required: 2.5 acres.
    - Recommendation: Denial
    - Reason: The applicant has not demonstrated where a 0.75 acre proposed for the site. The smallest parcel identified on the site plan is 1.28 acres.
    - Approval Condition: A reduction of total lot size to 1.25 acres.

2. Section 4.04 *Lot Standards* Building Setbacks for C2.

	Proposed	**Required**
Front	**35' (Local Road)**	**35' (Local Road)**
Side	**15' around the perimeter of the total site (Principal & Accessory Structures)**	**30' (Principal Structure), 10'/30' (Accessory Structure)**
Rear	**15' (Principal & Accessory Structures)**	**45' (Principal Structure), 15'/45' (Accessory Structure)**

   The applicant is also requesting for interior lot lines to be 0', applicable to the front, side, and rear of all interior lot line with a minimum of a 10' building separation.
    - Recommendation: Denial
    - Reasons: The setbacks are speculative in nature for the portions of the development that are indicated as "Future Commercial Site". The applicant has not demonstrated where these setbacks would be applied and why the current setbacks for C2 are not feasible.

3. Section 7.02(4)(a)(i)(3) *Off-Street Parking and Loading: Design Standards: Location*. *Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission.* **The applicant proposes for some vehicular parking to occur on drainage and utility easements, whereas the city code does not permit such activity.**
    - Recommendation: Approval
    - Reasons: The development is attempting to use all areas of the lot efficiently. Easements are typically covered for parking, as the applicant suggests in their letter of intent.

4. Section 7.02(4)(c) *Parking Layout*. *In addition to the minimum requirements, a maximum of fifty (50) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be on the rear or side of the primary building.* **The applicant proposes this requirement be waived.**
    - Recommendation: Denial
    - Reasons: The request is entirely self-imposed. Staff has not identified a location on the site plan that would be applicable to the request. The request appears speculative in nature.

5. Section 7.02(26)(a) *Maximum Spaces. The maximum number of permitted parking spaces is the minimum required*

number of spaces plus ten percent (10%). **The applicant is requesting this requirement be waived.**

- Recommendation: Denial
- Reasons: Staff prefers a cap on the number of parking spaces provided or a variance from the underlying parking requirement. This request is entirely self-imposed.
- Approval Condition: Minimum +20%

6. Section 7.05(6) *Parking Area Landscaping. 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.* **The applicant proposes for no landscape screen applicability along the interior private drives or the interior property lines.**
    - Recommendation: Denial
    - Reasons: While the ordinance does not define or decipher between a "private drive" and a "private street", staff recommends landscaping to surround the private drive with a width of at least 10'. This is in addition to any natural vegetative buffer yard screens required and makes for a more appropriate entrance to the development and more aesthetically pleasing. Staff also recommends 5' planting strips between parking areas adjacent to other developed parcels.
    - Approval Condition: A reduced landscape buffer of 10' shall be installed along all interior private drives and 5' planting strips on each side of the lot line along interior property lines.

7. Section 7.05(10)(a) *Waste Containers/Recycling Containers/Service Structures Screening Requirement. The containers shall be located on a concrete pad that is enclosed by a three-sided structure constructed of masonry construction or wood sufficient to provide complete visual screening of the containers to a height of twelve (12) inches above the top of the containers. The unit shall be constructed with materials similar to the principal structure. The structures shall not be located closer than twenty (20) feet from any dwelling on an adjacent residential lot. The structure shall not project into or be located on a front or side yard. It may be located in a rear yard but shall be not less than five (5) feet from any rear or side lot lines. On corner lots the enclosure can sit no closer to the street than the building itself.* **The applicant proposes the waste container for the grocer to be located in the South Street front yard area and to be exempt from the five (5) foot setback requirements from rear and side lot lines.**
    - Recommendation: Approval
    - Reasons: The South Street area is the only non-customer oriented façade that can feature the waste container.

8. Section 7.05(12)(b) *Buffer Yard Standards. Type 4 Buffer Required: Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.* **The applicant is proposing no buffers surrounding 628 South Street and is proposing a 20' landscape buffer with an 8' tall opaque fence along the northern property lines of 727 and 731 Meadowlark Drive, and a 15' landscape buffer with an 8' tall opaque fence along the northern property lines of 723 Meadowlark Drive. The eastern border of 723 Meadowlark Drive**

is proposed to have a 10' landscaping strip and no fence installed. A 20' landscaping strip is proposed between the grocer and the properties to the west across South Street.

- Recommendation: Denial
- Reasons: The 75' buffer is inappropriate for given transitional land uses within this area, however the existence of residential uses should entitle the area to reduced buffers that are most appropriate given the transitory nature and expansion of commercial activity in the general vicinity.
- Approval Conditions: A 30' landscaped buffer with an 8' opaque fence is required on the northern property line of 723, 727 and 731 Meadowlark Drive; a 10' buffer and 8' opaque fence along the eastern property line of 723 Meadowlark; a 20' planted landscape buffer along South Street, and a 10' buffer surrounding 628 South Street.

9. Section 9.04(6)(c) *Storefronts. Ground-floor retail shall be transparent for seventy-five (75%) percent of the total ground level façade.* **The applicant is proposing 40% transparency for ground floor elevations.**
    - Recommendation: Denial
    - Reasons: The reduction is reasonable given the use of the interior of the proposed uses, however the request is self-imposed and speculative. Elevation drawings should be submitted to confirm the need for a variance from this provision.

Conditions of Approval (if applicable):

N/A Site Plan conditional

Public Comments:

No Public Comments have been received by the Planning and Zoning staff as per the date of this report.

Conclusion:

In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

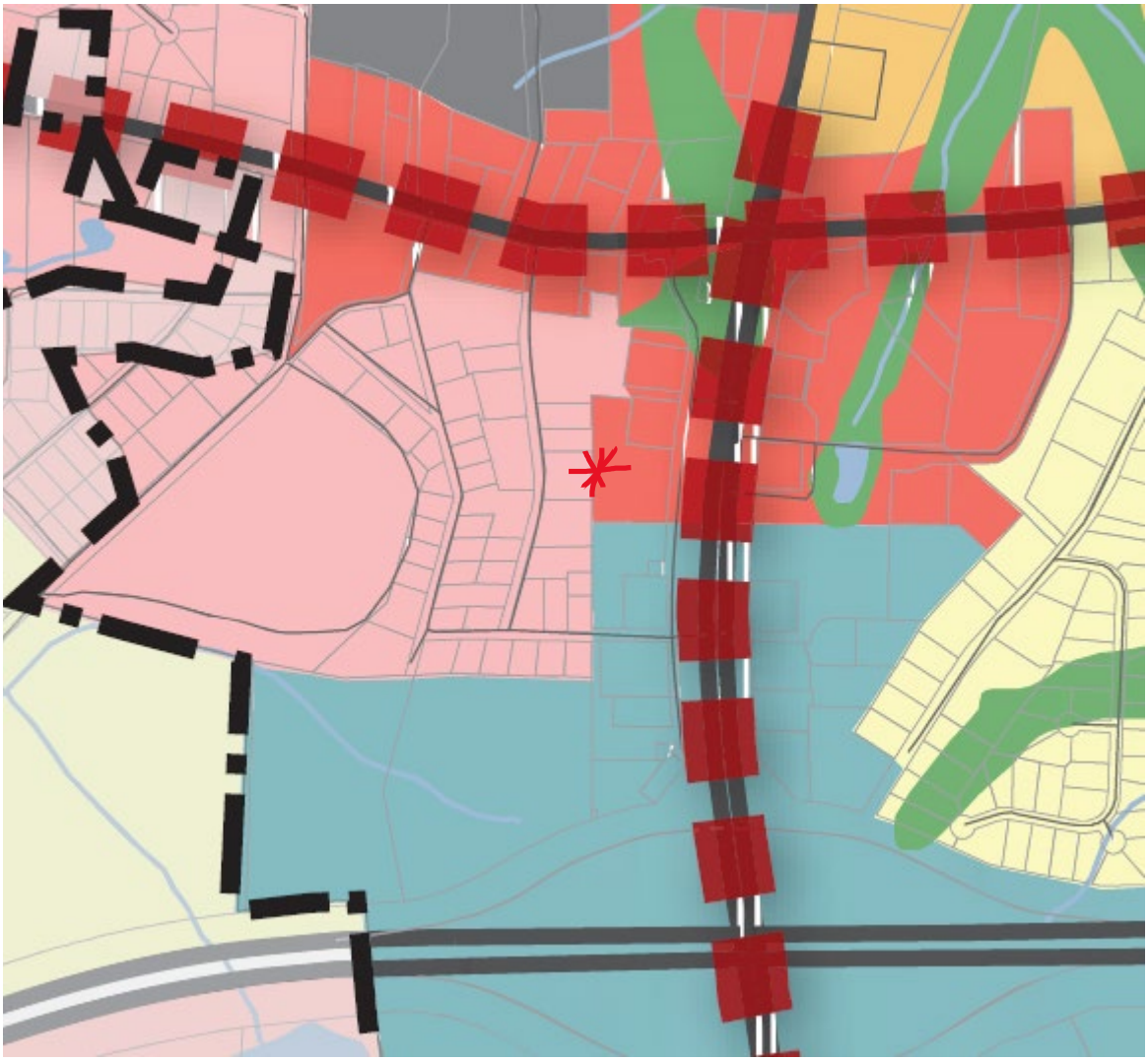
Please let me know if you require any additional information or have any questions regarding this report.

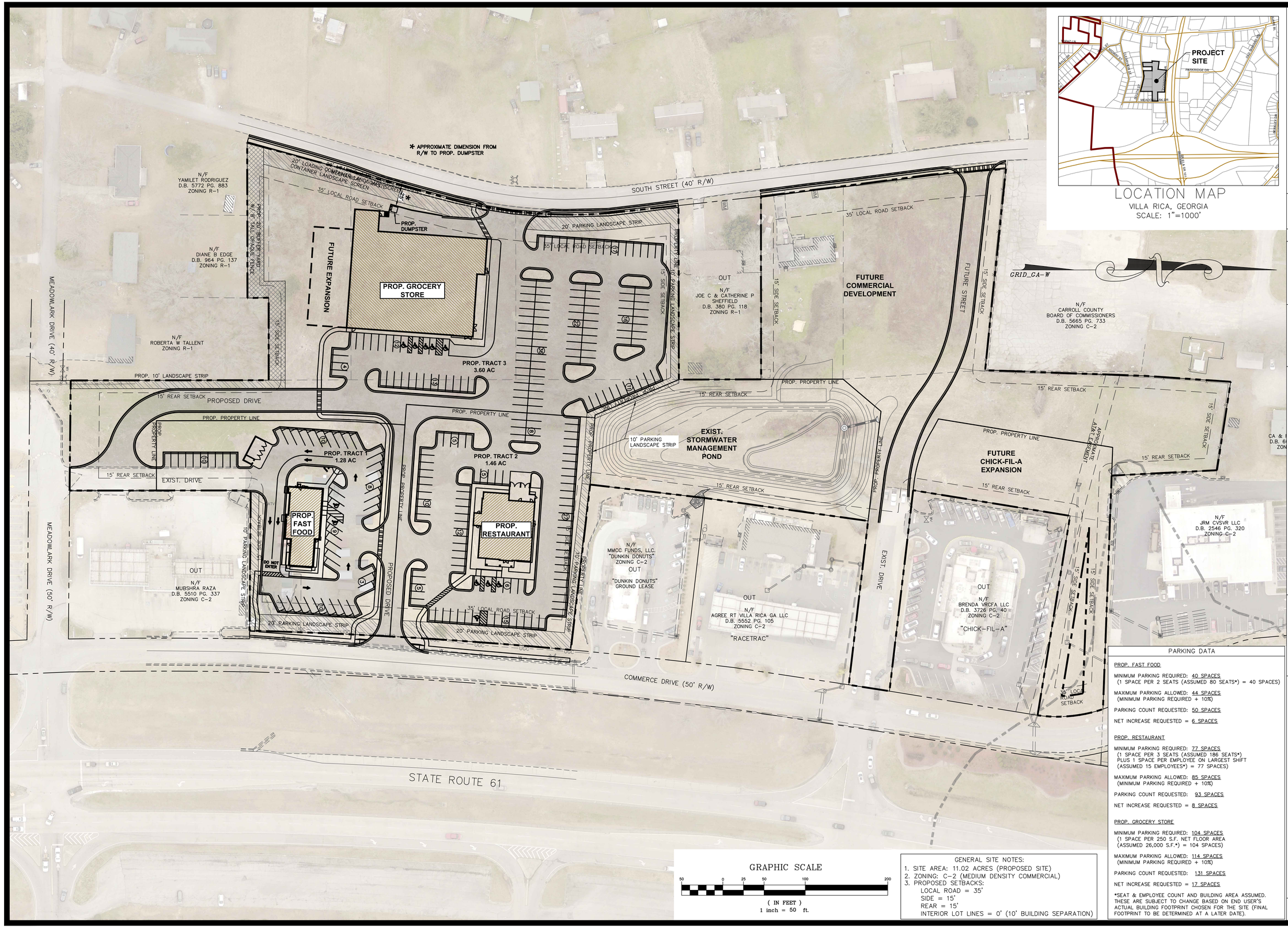
Sincerely,
Ronald Johnson
Planning & Zoning Administrator
rjohnson@villarica.gov | (678) 840-1238

Attachments:

Zoning Map:

Future Land Use Map:





LOCATION MAP
VILLA RICA, GEORGIA
SCALE: 1"=1000'

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

GENERAL SITE NOTES:
1. SITE AREA: 11.02 ACRES (PROPOSED SITE)
2. ZONING: C-2 (MEDIUM DENSITY COMMERCIAL)
3. PROPOSED SETBACKS:
   LOCAL ROAD = 35'
   SIDE = 15'
   REAR = 15'
   INTERIOR LOT LINES = 0' (10' BUILDING SEPARATION)

PARKING DATA

PROP. FAST FOOD

MINIMUM PARKING REQUIRED: 40 SPACES
(1 SPACE PER 2 SEATS (ASSUMED 80 SEATS*) = 40 SPACES)

MAXIMUM PARKING ALLOWED: 44 SPACES
(MINIMUM PARKING REQUIRED + 10%)

PARKING COUNT REQUESTED: 50 SPACES

NET INCREASE REQUESTED = 6 SPACES

PROP. RESTAURANT

MINIMUM PARKING REQUIRED: 77 SPACES
(1 SPACE PER 3 SEATS (ASSUMED 186 SEATS*)
PLUS 1 SPACE PER EMPLOYEE ON LARGEST SHIFT
(ASSUMED 15 EMPLOYEES*) = 77 SPACES)

MAXIMUM PARKING ALLOWED: 85 SPACES
(MINIMUM PARKING REQUIRED + 10%)

PARKING COUNT REQUESTED: 93 SPACES

NET INCREASE REQUESTED = 8 SPACES

PROP. GROCERY STORE

MINIMUM PARKING REQUIRED: 104 SPACES
(1 SPACE PER 250 S.F. NET FLOOR AREA
(ASSUMED 26,000 S.F.*) = 104 SPACES)

MAXIMUM PARKING ALLOWED: 114 SPACES
(MINIMUM PARKING REQUIRED + 10%)

PARKING COUNT REQUESTED: 131 SPACES

NET INCREASE REQUESTED = 17 SPACES

*SEAT & EMPLOYEE COUNT AND BUILDING AREA ASSUMED. THESE ARE SUBJECT TO CHANGE BASED ON END USER'S ACTUAL BUILDING FOOTPRINT CHOSEN FOR THE SITE (FINAL FOOTPRINT TO BE DETERMINED AT A LATER DATE).

NO.	DATE REVISED	DESCRIPTION

GEORGIA & WEST, INC.
ENGINEERING · LAND SURVEYING · LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com

WARNING: THIS PLAN SHEET IS NOT THE OFFICIAL CONTRACT DOCUMENT UNLESS APPROVED BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

WARNING: UTILITIES LOCATIONS ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.

NOTICE: IT IS THE PROPERTY OWNER'S/ CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL ENVIRONMENTAL IMPACT ISSUES AND TO OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE GOVERNING AUTHORITIES.

TITLE: VARIANCE SITE PLAN EXHIBIT

COMMERCE DRIVE / SOUTH STREET COMMERCIAL DEVELOPMENT

LOCATED IN LAND LOTS 157 & 158 DISTRICT 6
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

SCALE:	DATE:	JOB NUMBER	DESIGNED BY
1" = 50'	10-27-2023	051119	JDB

SHEET 1 OF 1

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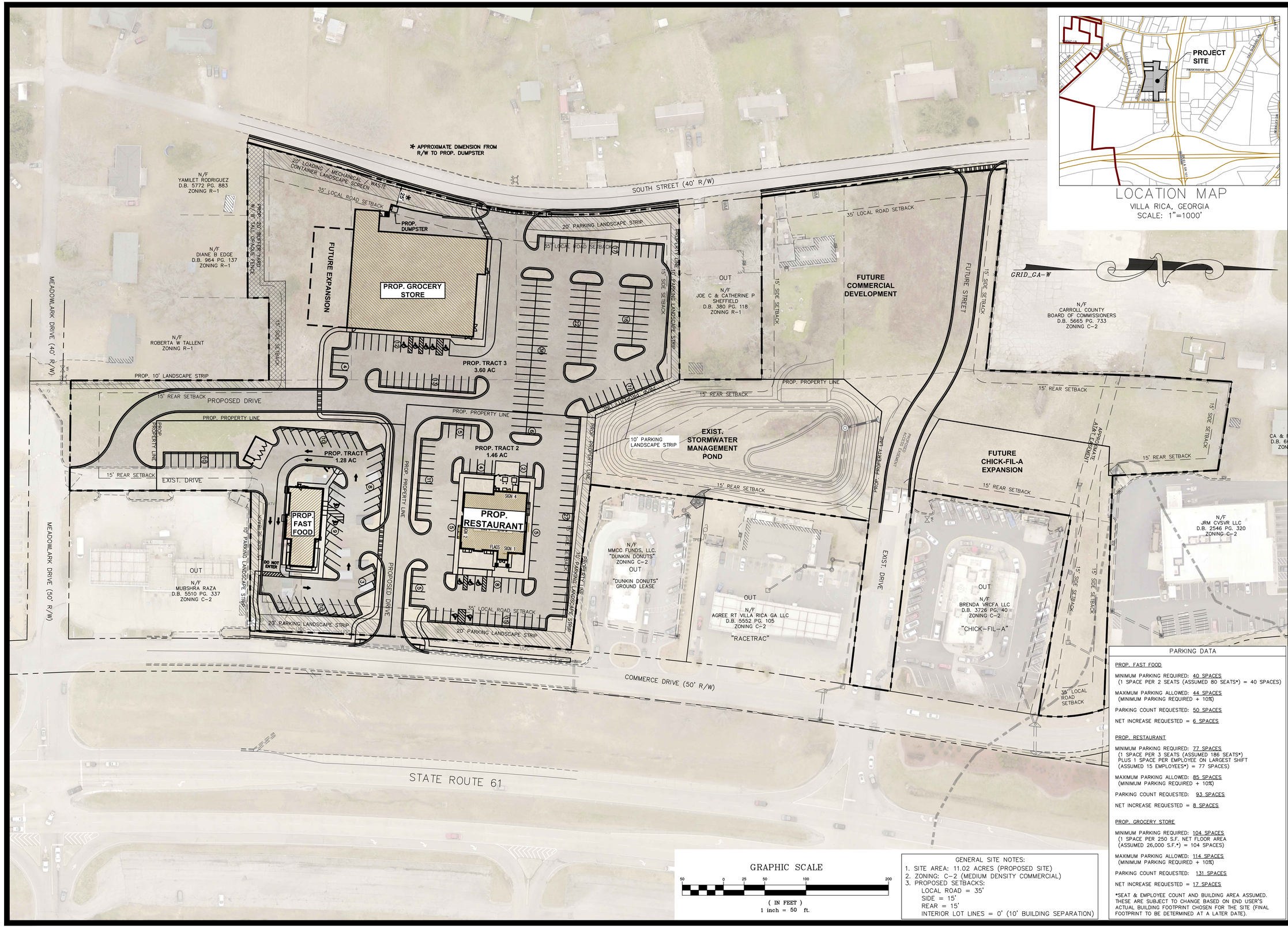

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NO.	DATE REVISED	DESCRIPTION
	11-14-2023	LAYOUT REVISIONS

GEORGIA & WEST, INC.
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105 CORPORATE DRIVE
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SHEET 1 OF 1

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CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-14-23 – Villa Rica Parkway/Mirror Lake Boulevard –Two (2) Variances from the Villa Rica Zoning Ordinance

CITY COUNCIL AGENDA DATE: November 14th, 2023

DATE: October 27th, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administrator

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Flournoy Development Group is requesting two (2) variances from Section 9.03(8) *Automobile Storage* and Section 9.03(4)(f) *Driveway Depth* in order to move forward with construction of a 56-unit townhome development.

BACKGROUND: In October 2021, the property was rezoned by request from Fuqua Acquisitions II, LLC to a split zoning consisting of Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density (C2) in preparation for a new mixed-use development. The overall project has been subject to six variance application requests that were granted. The portion of the property in question is currently zoned SFA and is located within the Urban Village Character Area. The applicant is proposing to construct 56 townhomes on the site with amenities. The site is directly adjacent to the rear of the new Kroger to the east, Villa Rica Parkway to the north, two industrial companies to the south, and Cleghorn Park to the west. The site is currently vacant. The site is located within the Carroll County portion of the city and does not border any unincorporated areas. The site features a stream on the western border and a sewer easement on its southern border.

STAFF RECOMMENDATION:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by Flournoy Development Group, LLC for the property at Mirror Lake Boulevard/Villa Rica Parkway.

1. Section 9.03(8) *Automobile Storage*. *All townhomes shall have at-minimum a two-car garage.*
    - Recommendation: Denial
    - Reasons: Self-Imposed and economic-based.

2. Section 9.03(4)(f) *Driveway Depth. All driveways for individual townhome units are required to be at least 35' in depth from the edge of pavement of all public or private roadways should sidewalks be present. For developments without sidewalks, a minimum depth of 40' from edge of pavement is required.*
    - Recommendation: Denial
    - Reasons: Self-Imposed and economic-based.
    - Note: Should council wish to approve, a variance from 40' to 35' is within our range for an administrative variance request. Although the applicant did not apply for an administrative variance, that option is still open to them should the council deny the variance application.

PLANNING COMMISSION: N/A

MOTION:

(1) I move to deny the variance request from Section 9.03(8) of the Villa Rica Zoning Ordinance as requested by Flournoy Development Group, as presented.
(2) I move to deny the variance request from 9.03(4)(f) of the Villa Rica Zoning Ordinance for as presented.

City of Villa Rica

Zoning

Copy of Application

Reference # P-0005-2023 **Date Submitted:** 10/13/2023 4:51:33 PM

Property Details

Address: MIRROR BLVD , VILLA RICA, GA 30180

Parcel/Lot: V05 0180085/{MERGEFIELD cf[f976f]}

Application Details

Project Name: Flournoy/Fuqua Mirror Lake
Exisiting Use:
Proposed Use:

Applicant Details

Name: Flournoy Development Group
Address: 1100 Brookstone Centre Pkwy , Columbus, GA 31917
Email: luke.addison@flournoydev.com **Phone #:** (706) 442-9384

Property Owner Details

Name: FDG-FUQUA-BCDC VR Residential I, LLC **Tax ID:**
Address: 1100 Brookstone Centre Pkwy , Columbus, GA 31917
Email: luke.addison@flournoydev.com **Phone #:** (706) 442-9384

Attorney Details

Name:
Firm:
Address: , ,
Email: **Phone #**

Planning Consultant Details

Name: **License #**
Firm:
Address: , ,

Email: **Phone #**

Engineer Details

Name: **License #**

Firm:

Address: , ,

Email: **Phone #:**

Traffic Engineer Details

Name: **License #**

Firm:

Address: , ,

Email: **Phone #:**

Property Information : Existing

Easements, Leases, or Other Agreements, Existing or Proposed on the Property

Existing Zoning District of Site

In Applicant's opinion with Board of Adjustments action be required for a variance?

Is a structure(s) present on existing lot? **If yes, how many?**

A. Building Floor Area Total **Each Floor**

B. Building Ground Area

C. Building Height Feet **Stories**

D. Floor Area Ratio (FAR)

E. Lot Lines (Feet)/ Front, Rear, Side

F. Set Backs (Existing)/ Front, Rear, Side

G. Open Space (square foot) **Open Space %**

H. Lot Coverage %

I. Parking (on site) Show Calculations below if not on accompanying site plan

Present use(s) of site (each structure) & Proposed use on site

Proposed:

A. Building Floor Area Total

B. Building Ground Area

C. Building Height Feet

D. Floor Area Ratio (FAR)

E. Lot Lines (Feet)/ Front, Rear, Side

F. Set Backs / Front, Rear, Side

Project Information

	Proposed	**Existing**
Maximum Height		
Lot Width		
Side Yard		
Lot Coverage % of building		
Lot Coverage Impervious Surface		
Planted Area %		
Parking Stalls		
Total of Side Yards		
Rear Yard		
Lot Area		
Lot Coverage Impervious Surface %		
Planted Area		
Floor Area		
Front Yard		

Request Type	
Rezoning	
Special Use Permit	

Variance Type:	X
Annexation	
Appeals	
Alteration to PUD	
Administrative Adjustment	
Certificate of Appropriateness	
Certificate of Occupancy	
Public Hearing Signs	
Record Filing Fee	
Street & Utility Inspection	
Text Amendment Initiated by Public	
Sexually Oriented Business Permit	
Development of Regional Impact (DRI) Application Initiating Review	
Future Land Use Map Amendment (FLUM without an associated rezoning)	
Copy of Unified Development Ordinance, Comprehensive Plan, Design Guidelines for Historic Districts and Sites, and all other printed Planning Materials. # of Copies:	

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

Re: Planning Report
Villa Rica Parkway/Mirror Lake Boulevard
VA-14-23
Applicant's Name: Flournoy Development Group
Property Owner: FDG-Fuqua-BCDC VR Residential I, LLC
Land Lot 176, District 2
Parcel # V05 0180085
Lot Size: 7.579 Acre +/-
Ward: 3
City Council Member: Vacant
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the variance application submitted by Flournoy Development Group for the property located at Villa Rica Parkway. The purpose of this report is to provide an analysis of the variance request and make recommendations for the City Council's consideration.

Background:

In October 2021, the property was rezoned by request from Fuqua Acquisitions II, LLC to a split zoning consisting of Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density (C2) in preparation for a new mixed-use development. The overall project has been subject to six variance application requests that were granted. The portion of the property in question is currently zoned SFA and is located within the Urban Village Character Area. The applicant is proposing to construct 56 townhomes on the site with amenities. The site is directly adjacent to the rear of the new grocery store to the east, Villa Rica Parkway to the north, two industrial companies to the south, and Cleghorn Park to the west. The site is currently vacant. The site is located within the Carroll County portion of the city and does not border any unincorporated areas. The site features a stream on the western border and a sewer easement on its southern border.

Variance Request:

The applicant is seeking variances from the following zoning regulation(s):

1. Section 9.03(8) *Automobile Storage*. *All townhomes shall have at-minimum a two-car garage.*
2. Section 9.03(4)(f) *Driveway Depth. All driveways for individual townhome units are required to be at least 35' in depth from the edge of pavement of all public or private roadways should sidewalks be present. For developments without sidewalks, a minimum depth of 40' from edge of pavement is required.*

Description of Variance Request:

According to the applicant, "the site plan design is unable to meet the requirements of a minimum driveway length of 35' and maintain the necessary density, while also meeting setback/buffer code."

Regarding the garage door width, the applicant believes a one-car garage is superior to a two-car garage product, and it allows for more functionality and design variation for the floorplans.

Site Analysis:

The site is currently vacant and the proposal would be one of three residential portions of the development, with the others being apartments and townhomes. The remaining land for the mixed-use master development will be commercial. The site is difficult to develop given the slope, sewer easement and creek. The development has relatively high density and is compact. The applicant is supplying 48 additional parking spaces for overflow parking to address the shortened driveways and one-car garages. Each townhome will have two parking spaces, one in the garage and one in the driveway. The applicant is proposing a centrally located greenspace and outdoor recreational amenities such as grill areas and picnic tables.

Review of Criteria for Granting a Variance:

In considering a variance request, the City Council should assess whether the following criteria are met:

1. Exceptional Circumstances:
   No exceptional circumstances have been presented.

2. No Detriment to Public Health, Safety, or Welfare:
   There is no detriment to public health, safety or welfare observed by staff.

3. 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 surrounding property values are not expected to be substantially impacted.

4. 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 appears to be self-imposed, and economic-based. The applicant indicates that 56 townhomes are the minimum that can be constructed economically, which is in conflict with the requirement for two-car garages and 35' driveway depths.

Recommendation:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by Flournoy Development Group, LLC for the property at Mirror Lake Boulevard/Villa Rica Parkway.

1. Section 9.03(8) *Automobile Storage*. *All townhomes shall have at-minimum a two-car garage.*

- Recommendation: Denial
- Reasons: Self-Imposed and economic-based.
- Condition:

2. Section 9.03(4)(f) *Driveway Depth. All driveways for individual townhome units are required to be at least 35' in depth from the edge of pavement of all public or private roadways should sidewalks be present. For developments without sidewalks, a minimum depth of 40' from edge of pavement is required.*
    - Recommendation: Denial
    - Reasons: Self-Imposed and economic-based.
    - Note: Should council wish to approve, a variance from 40' to 35' is within our range for an administrative variance request. Although the applicant did not apply for an administrative variance, that option is still open to them should the council deny the variance application.

Conditions of Approval (if applicable):

N/A

Public Comments:

Staff has received one public comment from a real estate broker/agent (Linda Martin) that opposes the variance request for a one-car garage. This public comment has been submitted to the Council for reference.

Conclusion:

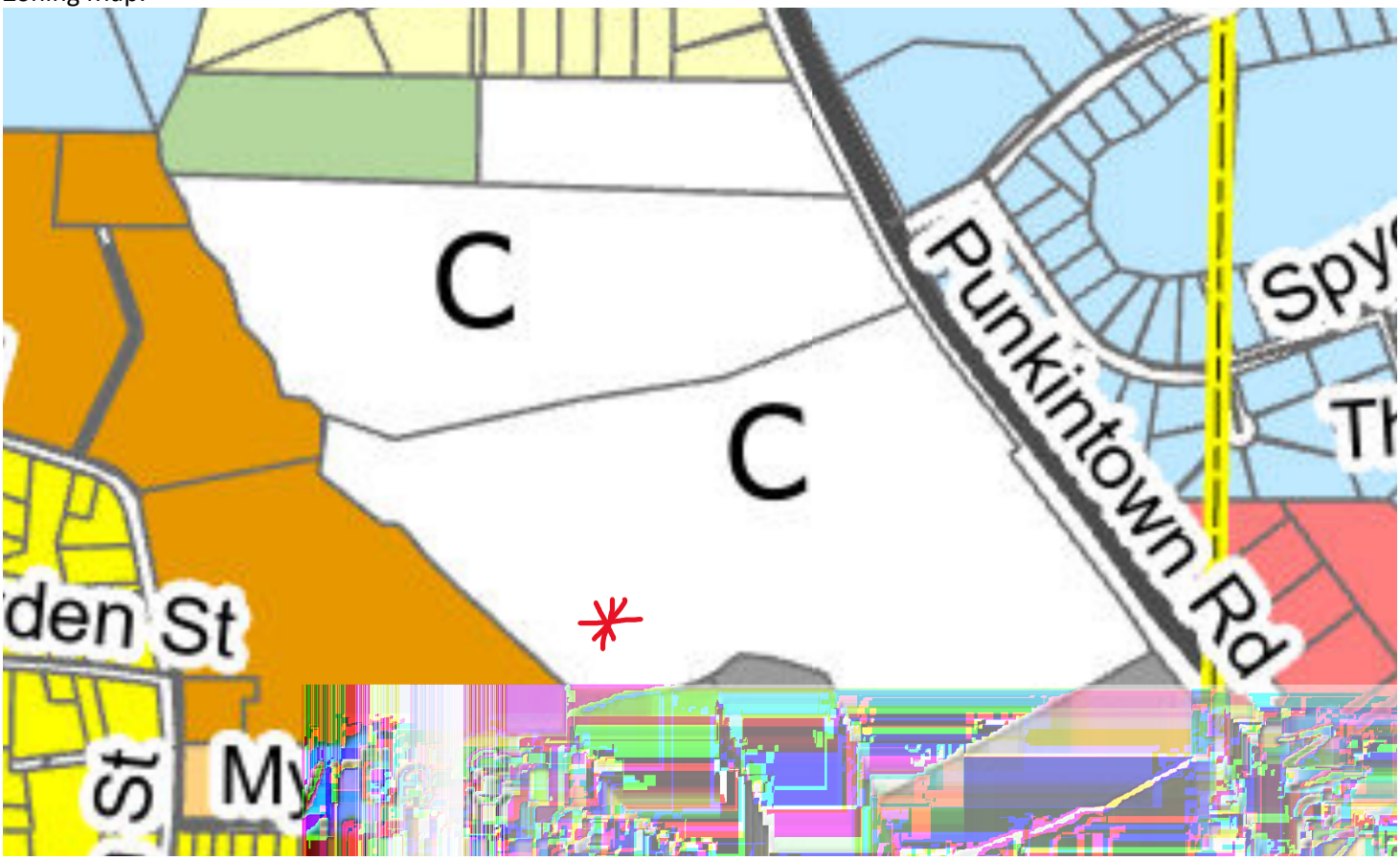
In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

Please let me know if you require any additional information or have any questions regarding this report.

Sincerely,
Ronald Johnson
Planning & Zoning Administrator
rjohnson@villarica.gov | (678) 840-1238

Attachments:

Zoning Map:



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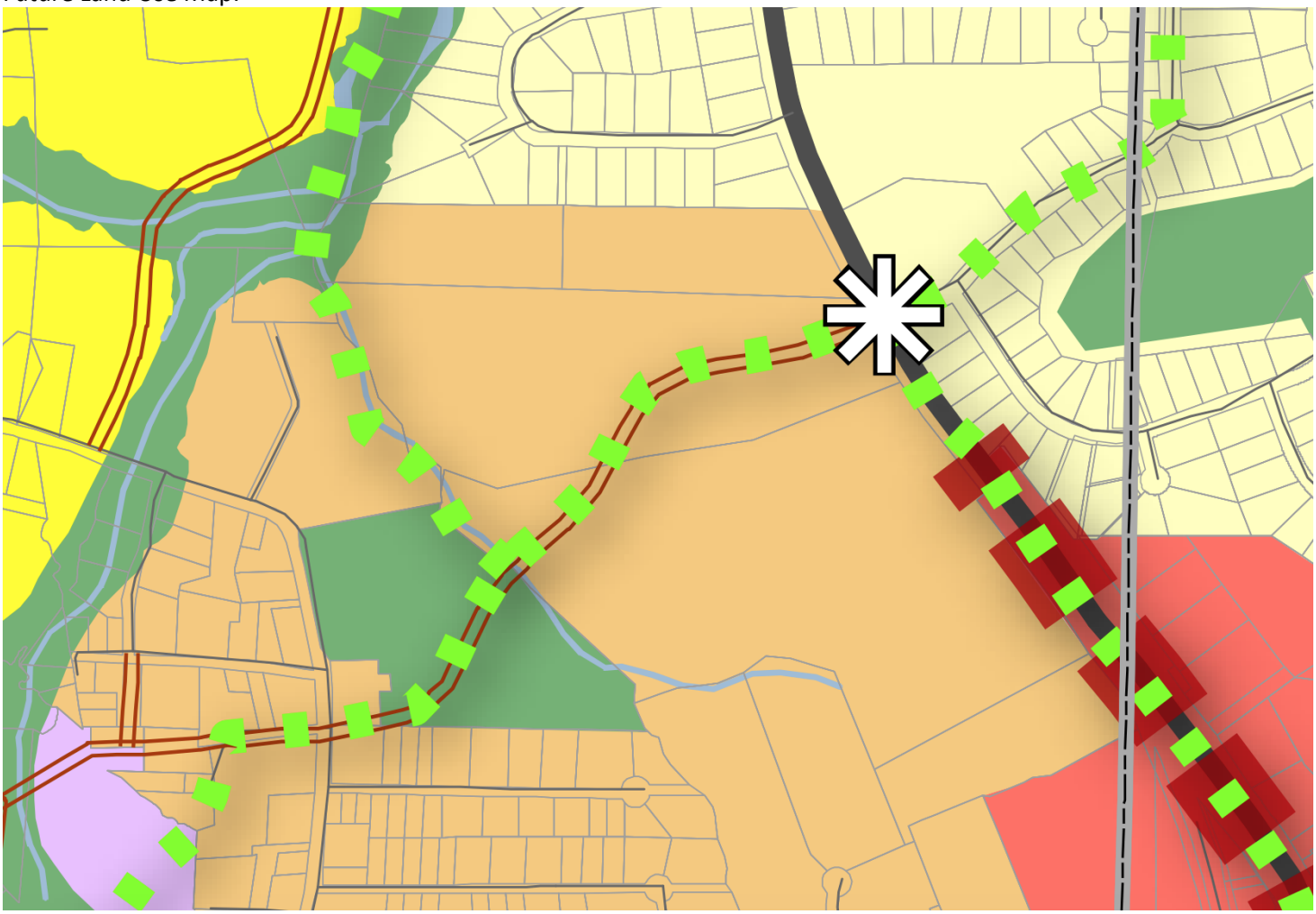

FLOURNOY
Development Group

1100 Brookstone Centre Pkwy
Columbus, GA 31904
(706) 324-4000
(706) 324-4150 Fax

TO: Villa Rica Planning and Zoning City Staff

This is a cover letter for a variance application (number VA-14-23, as provided by Mr. Ronald Johnson) for the planned townhome development by the **Flournoy/Fuqua** Development Team.

A pre-application meeting was held on September 14th, between Luke Addison (Flournoy Development), Matthew Belt (Dynamik Design-Architect) and the City of Villa Rica Planning and Zoning Staff. The meeting was extremely helpful and valuable to the Flournoy team (applicant) as they seek approval for two variances related to their planned townhomes:

1) Request to decrease garage requirement from a two-car garage to a single car garage.
2) Request for a reduction of required driveway length from 35 feet to a minimum of 23 feet.

Following the September 14th pre-application meeting, Flournoy and its consultants have worked diligently to modify the townhome site plan to align with the feedback from staff, while maintaining the quality and viability of the townhome development. Additional green space was created by removing an unnecessary drive aisle in the previous site plan. The addition of this green space allows for a "town central green" where townhome residents will be able to enjoy a variety of outdoor recreational activities at their leisure. Two picnic and grill areas have also been added to the central green area, which will serve as a popular amenity for townhome residents.

It is Flournoy's understanding that the intent/primary purpose of adopting the codes related to the two variance requests are a result of the City's concern for on street parking within townhome communities in Villa Rica. Flournoy's current site plan provides 48 additional parking spaces for overflow parking. Each individual townhome will have a parking space within the single car garage, as well as a space within the individual townhome's driveway. The 48 additional parking spaces provided will eliminate any need for on-street parking.

<u>Why are these variances necessary?</u>
The Flournoy/Fuqua team intend for and have designed these townhomes to be a quality above other townhomes within the city. The opportunity to provide a townhome living option within the city that is a walkable community to the Publix anchored retail center, as well as future connection to downtown Villa Rica, is an unprecedented one. Flournoy/Fuqua are excited to be involved in delivering a top of class product to the community. While the townhome parcel is not substantially large and has had some site work challenges with topography and rock, the development team has successfully site planned for 56 townhome units, which is a minimum density for the project to be economically viable. The site plan design is unable to meet the requirement of a minimum driveway length of 35 feet and maintain the necessary density, while also meeting setback/buffer code.

Regarding the garage door widths, Flournoy believes that the design of a single car garage is far superior to the design of its competitor properties with the double car garage door. (Photo examples can be seen further

into this document.) The single garage allows the entire townhouse facade to be broken up with the use of more windows and architectural features, enhancing the streetscape and character of the neighborhood. The double garage door consuming the entire facade of the townhome creates a curb appeal that appears to be one giant garage door, or a sea of garage doors. Additionally, and equally important, the double car garage door requires the need for a "bowling alley" entry hallway that significantly compromises the design of the floor plan, eating away most of the common area space (kitchen, den) on the ground floor for residents to enjoy. It is important to note that these floor plans must be leasable and must feel like a home to residents. The floor plan should NOT feel like an afterthought, or a "this is what we're left with after the garage and 'bowling alley' entry hallway fill up most of the ground floor."

We look forward to continued discussion with City Staff and officials regarding this matter and are happy to answer any questions or provide additional information at your request.

Thank you!

Luke Addison
Vice President
Flournoy Development Group
(706) 442-9384
Luke.addison@flournoydev.com

Architectural Rendering of Flournoy townhome design (single car garage)

Photo of nearby townhome development with two car garage

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DATE: 11/08/2022
TIME: 4:20 PM
PLAT BOOK: 108
PAGE: 475 - 475
FILING FEES: $10.00
PART ID: 2535341313
(CLERK OF COURT RECORDING INFORMATION)
RECORDED BY: WT
Alan J. Lee
Carroll County, GA

GRID NORTH - GA. WEST ZONE

GeoSurvey

OWNER / SUBDIVIDER

OWNER 1
DMS COLUMBIA DRIVE, LLC & DAVID SCHOERNER
D/B/A SCHOERNER ENTERPRISE
125 WINDSONG COURT
CARROLLTON, GEORGIA 30117
MR. DAVID R. SCHOERNER

OWNER 2
CLAY C. AND DELENA C. CONDON
384 MIRROR LAKE BLVD
VILLA RICA, GEORGIA 30180
MR. CLAY CONDON
MRS. DELENA CONDON

DEVELOPER

FUQUA BCDC VILLA RICA PROJECT OWNER, LLC,
a Georgia limited liability company
3575 PIEDMONT RD., NE | SUITE 800
ATLANTA, GA 30305
MR. MIKE HAGAN
404-907-1708

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE PLAT SHOWN OF THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, 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 IN PERPETUITY. NO STREETS OR EASEMENTS ARE DEDICATED WITH THIS PLAT.

David R. Schoerner 10/26/22
(OWNER 1 – Mr. David R. Schoerner) (DATE)

Clay C Condon 10/29/2022
(OWNER 2 – Mr. Clay C. Condon) (DATE)

Delena C Condon 10/29/22
(OWNER 2 – Mrs. Delena C. Condon) (DATE)

CITY OF VILLA RICA CERTIFICATE

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

(COMMUNITY DEVELOPMENT DIRECTOR) (DATE)

APPROVED,
10/24/2022 1:50 P.M.
Bobby C. Elliott, P.E.
City Engineer

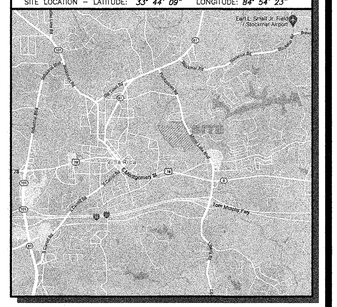
SURVEYOR'S CERTIFICATE TO CITY

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "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.

Brad Cash 10/23/22
Bradley D. Cash (Date)
Georgia Registered
Land Surveyor # 2840

VICINITY MAP

SITE LOCATION – LATITUDE: 33° 44' 09" LONGITUDE: 84° 54' 23"


Earl L. Smith Jr. Field
(Gaylorsville Airport)
Villa Rica
Temple
Bowdon
Carrollton
Douglasville
Atlanta
Newnan
Fairburn
Peachtree City
Tyrone
Fayetteville
Hiram
Powder Springs
Marietta
Kennesaw
Acworth
Woodstock
Canton
Cumming
Alpharetta
Roswell
Sandy Springs
Dunwoody
Lawrenceville
Duluth
Norcross
Buford
Gainesville
Jonesboro
Lake City
Forest Park
Riverdale
Union City
College Park
East Point
Hapeville
Decatur
Stone Mountain
Conyers
Covington
Social Circle
Monroe
Loganville
Lawrenceville
Snellville
Lilburn
Tucker
Clarkston
Doraville
Chamblee
Brookhaven
Smyrna
Austell
Mableton
Lithia Springs
Douglasville
Hiram
Dallas
Rockmart
Cedartown
Rome
Cartersville
Kingston
Adairsville
Calhoun
Resaca
Dalton
Chatsworth
Ellijay
Jasper
Jefferson
Commerce
Athens
Winder
Auburn
Dacula
Lawrenceville
Suwanee
Buford
Cumming
Gainesville
Oakwood
Flowery Branch
Braselton
Hoschton

1. 20’ LANDSCAPE BUFFER
2. 15’ LANDSCAPE BUFFER
3. SOD LAWN
4. PICNIC/GRILL AREA ONE (500 S.F.)
5. PICNIC/GRILL AREA TWO (500 S.F.)
6. FIRE PIT AREA (300 S.F.)
7. STORMWATER POND
8. 75’ PERVIOUS BUFFER
9. 50’ UNDISTURBED BUFFER
10. 25’ STATE BUFFER
11. CREEK/PROPERTY LINE (7.58 ACRES)
12. CROSSWALK

VARIANCE REQUESTS

Sect. 9.03 (4)(f)
Request for reduction of required driveway length from 35’ to minimum of 23’.

Sect. 9.03 (8)(f)
Request to decrease garage requirement from a 2 car garage to 1 car garage.

VILLA RICA TOWNHOMES VARIANCE

PREPARED FOR CITY OF VILLA RICA, GA

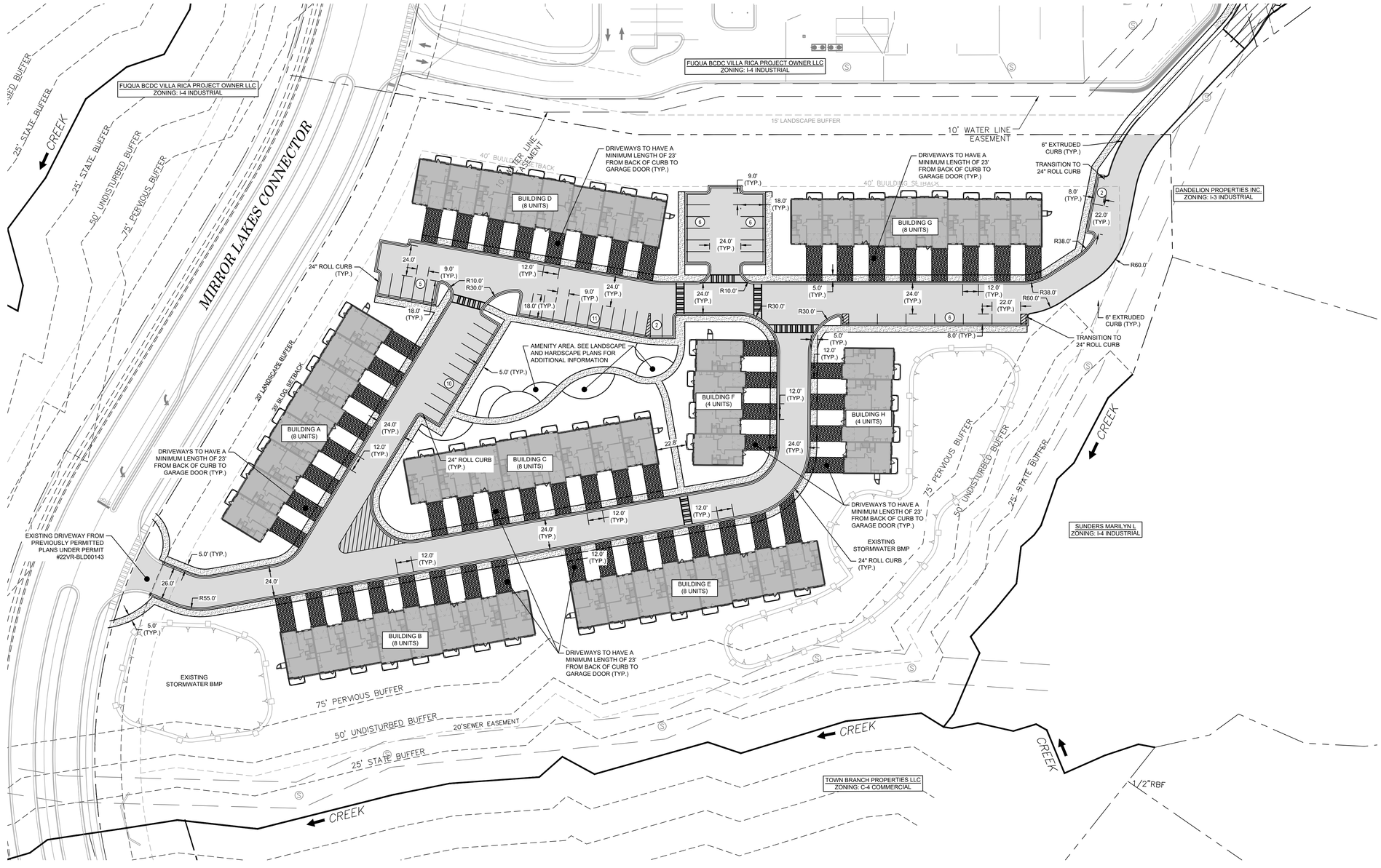
SITE PLAN

0 15’ 30’ 60’
scale: 1” = 30’

10.13.23

LANDSCAPE ARCHITECTURE | DESIGN + PLANNING

b+c STUDIO



SITE SUMMARY:

SITE AREA	9.91 AC
SETBACKS:	
FRONT:	35 FT
REAR:	40 FT
SIDE:	40 FT
LANDSCAPE BUFFER:	
FRONT:	20 FT
SIDE:	15 FT

ZONING:
EXISTING — SFA

PROPOSED LAND USES & DENSITIES:
SINGLE FAMILY RESIDENTIAL — 56 UNITS

PARKING SUMMARY:

TOTAL PROPOSED:	160 SPACES
DRIVEWAY:	56 SPACES
GARAGE:	56 SPACES
ADD. SURFACE PARKING:	48 SPACES

SITE NOTES:

1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY DYNAMIK, DATED 06/26/2023 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A BASE FILES PROVIDED BYHAINES GIPSON, DATED 05/05/2023.
3. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
5. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
6. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
7. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS AS WELL AS AMENITY AREAS.

SITE PLAN LEGEND:

- PROPERTY LINE
- CONCRETE SIDEWALK
- CONCRETE
- ASPHALT
- (10) PARKING COUNT

VARIANCE REQUESTS:

SECT. 9.03 (4)(f): REQUEST FOR REDUCTION OF REQUIRED DRIVEWAY LENGTH FROM 35' MINIMUM OF 23'.

SECT. 9.03 (8)(f): REQUEST TO DECREASE GARAGE REQUIREMENT FROM A 2 CAR GARAGE TO A 1 CAR GARAGE.

GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
0 20 40 80

PREPARED BY
Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1200 PEACHTREE STREET, NE,
SUITE 900, HISTORIC
ATLANTA, GEORGIA 30309
PHONE (404) 419-8700
WWW.KIMLEY-HORN.COM

PREPARED FOR
FLOURNOY DEVELOPMENT GROUP
1100 BROOKSTONE CENTRE PARKWAY,
COLUMBUS, GA 31904
PHONE: 706-324-4000

No.	DATE	BY
1	10/12/2023	TOWNHOME VARIANCE SITE PLAN SUBMITTAL
		SSUJANCE AND REVISION DESCRIPTIONS

PROJECT
FLOURNOY VILLA RICA PARCEL B
384 MIRROR LAKE BLVD., VILLA RICA, GEORGIA 30180
LAND LOT 003, 004, 2ND DISTRICT
PARCEL ID: V05018008S

GEORGIA REGISTERED No. PE043951 PROFESSIONAL MARY RANDOLPH
10/12/2023

GSWCC NO. (LEVEL II)	0000076496
DRAWN BY	KEH
DESIGNED BY	ELS
REVIEWED BY	ZLR
DATE	10/12/2023
PROJECT NO.	019598011

TITLE
VARIANCE SITE PLAN

SHEET NUMBER
C0-10

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\AMT_CIVIL\019598011_Villa Rica\CAD\Plansheets\C0-10 - VARIANCE SITE PLAN.dwg C2-02 SITE PLAN Oct 12, 2023 4:29pm by: Sydney.Chase

AFTER RECORDING RETURN TO:
Flournoy Development Group, LLC
1100 Brookstone Centre Parkway
Columbus, Georgia 31904
Attn: Jeremy W. Brewer, Esq.

STATE OF GEORGIA

COUNTY OF CARROLL

A portion of Tax Parcel V050180085

LIMITED WARRANTY DEED

THIS INDENTURE, made this 15 day of ~~November~~ December, 2022, between FUQUA BCDC VILLA RICA PROJECT OWNER, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor"), and FDG-FUQUA-BCDC VR RESIDENTIAL I, LLC, a Georgia limited liability company (hereinafter referred to as "Grantee"),

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, all those tracts or parcels of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, consisting of 17.48 acres, as more particularly described on Exhibit A attached hereto and hereby made a part hereof.

To have and to hold said tract or parcel of land, together with any and all improvements located thereon, and any and all of 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 and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, forever, in fee simple.

Grantor shall warrant and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, legal representatives, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under Grantor, subject to those matters listed as permitted title exceptions as set forth on Exhibit B attached hereto and hereby made a part hereof.

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

GRANTOR:

FUQUA BCDC VILLA RICA PROJECT OWNER, LLC, a Georgia limited liability company

Signed, sealed and delivered in the presence of:

By: _____
Jeffrey S. Fuqua, President

_____
Unofficial Witness

[CORPORATE SEAL]

_____
Notary Public

My commission expires: 3/4/25

[NOTARIAL SEAL]

Jennifer Ledbetter
Notary Public, Fulton County, Georgia
My Commission Expires 03/04/2025

EXHIBIT A

Legal Description of Property

All those tracts or parcels of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

Lot 3 and Lot 4, each as shown on that certain Reconfiguration Plat of Mirror Lake Boulevard for Fuqua Development, LP recorded in Plat Book 108, Page 475, Carroll County, Georgia records.

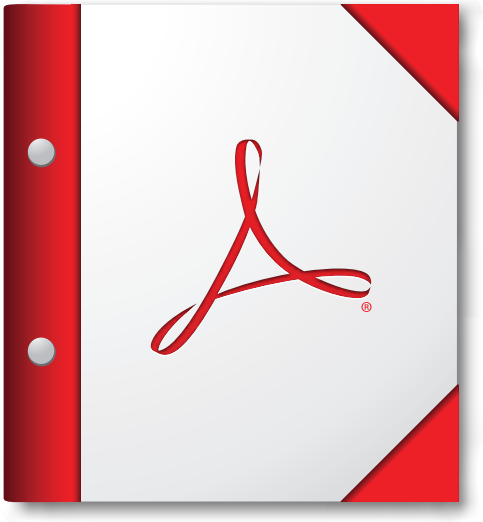
EXHIBIT B

Permitted Exceptions

1. Matters shown on plat recorded in Plat Book 11, Page 120, aforesaid records.
2. Matters shown on plat recorded in Plat Book 6, Page 136, aforesaid records.
3. Matters shown on plat recorded in Plat Book 108, Page 475, aforesaid records.
4. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA / NSPS survey made by Geosurvey on November 17, 2021, last revised August 8, 2022, designated 20217191:
    a. 20' sanitary sewer easement per Deed Book 365, Page 424 and Deed Book 4907, Page 308 along the northern portion of the Property.
    b. Overhead power line, power poles and guy wires extend over easterly borderline of subject land without benefit of an easement.

Neighboring Properties

Parcel #	House #	Street Name	Street Type	Last Name	Mailing Address	City	State	Zip
V05 0110090	1000	SHORELINE	PKWY	MIRROR LAKE COMM ASSOC	1000 SHORELINE PKWY	VILLA RICA	GA	30180
V05 0110132	9827	SPYGLASS	DR	WILLIAMSON GERALD A	9827 SKYGLASS DR	VILLA RICA	GA	30180
V05 0110133	9835	SPYGLASS	DR	ALLEN ANTHONY	9835 SPYGLASS DR	VILLA RICA	GA	30180
V05 0110134	9843	SPYGLASS	DR	ABDICH ROBERT & JENNIFER (JTRS)	95 MERIWETHER LN	VILLA RICA	GA	30180
V05 0110135	9851	SPYGLASS	DR	BROWN EDWARD E JR	9851 SPYGLASS DR	VILLA RICA	GA	30180
V05 0110136	9861	SPYGLASS	DR	REID DAWN N	16501 PARK STREET	LIVONIA	MI	48154
V05 0110165	0	SHORELINE	PKWY	MIRROR LAKE COMMUNITY ASSOCIATION INC	1000 SHORELINE PKWY	VILLA RICA	GA	30180
V05 0130012	0	OLD STONE	RD	OLD STONE ROAD RESIDNETIAL LLC	1776 PEACHTREE STREET NW STE 260S	ATLANTA	GA	30309
V05 0130013	100	CLEGHORN	ST	VILLA RICA MAYOR & CITY		VILLA RICA	GA	30180
V05 0130014	155	ANDERSON	RD	VILLA RICA DOWNTOWN DEV AUTHORITY	571 W BANKHEAD HWY	VILLA RICA	GA	30180
V05 0130026	404	PUNKINTOWN	RD	MCPHERSON FAMILY REVOCABLE LIVING TRUST	103 CHADWICK PLACE	VILLA RICA	GA	30180
V05 0130027	414	PUNKINTOWN	RD	WHISENHUNT RONNIE A	121 SPRING HAVEN CT	VILLA RICA	GA	30180
V05 0130057	162	PARKWAY	CIR	WAGNER STANLEY & ANGELA G	162 PARKWAY CIR	VILLA RICA	GA	30180
V05 0130060	187	PARKWAY	CIR	DEWBERRY TAMARA LYN	187 PARKWAY CIRCLE	VILLA RICA	GA	30180
V05 0130061	177	PARKWAY	CIR	NOLEN KIMBERLY	177 PARKWAY CIRCLE	VILLA RICA	GA	30180
V05 0130062	167	PARKWAY	CIR	BYRD KAITLIN A KIMBERLEY JO & SCOTT EDWARDS	222 STONEGATE CT	DALLAS	GA	30157
V05 0130075	121	PARKWAY	CIR	WILLIS-WILMOT CAROL	121 PARKWAY CIR	VILLA RICA	GA	30180
V05 0130077	145	PARKWAY	CIR	HEWETT BRANDON R & TRINY JTRS	145 PARKWAY CIRCLE	VILLA RICA	GA	30180
V05 0130078	157	PARKWAY	CIR	HILL HUBERT J	157 PARKWAY CIR	VILLA RICA	GA	30180
V05 0130079	150	PARKWAY	CIR	WORKMAN KEYLA	150 PARKWAY CIR	VILLA RICA	GA	30180
V05 0130080	116	PARKWAY	CIR	CORNELIUS TINHA M	116 PARKWAY CIR	VILLA RICA	GA	30180
V05 0130095	0	OLD STONE	RD	OLD STONE ROAD RESIDENTIAL LLC	1776 PEACHTREE STREET NW STE 260S	ATLANTA	GA	30309
V05 0130096	0	PARKWAY	CIR	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O BOX 450233	ATLANTA	GA	31145
V05 0180028	201	CLEGHORN	ST	TOWN BRANCH PROPERTIES LLC	242 INVERNESS CENTER DR	BIRMINGHAM	GA	35242
V05 0180031	554	MYRTLE	ST	HITCHCOCK D L & CHURCHILL CAROLYN M/JTRS	1283 HARLAN LANE RD	VILLA RICA	GA	30180
V05 0180032	65	GRADY KNIGHT INDUSTRIAL	CT	DANDELION PROPERTIES INC	65 GRADY KNIGHT IND CT	VILLA RICA	GA	30180
V05 0180053	0	MYRTLE	ST	BENNETT RICHARD G JR	1215 VINE ST	GAINESVILLE	GA	30501
V05 0180062	0	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450233	ATLANTA	GA	31145
V05 0180068	70	GRADY KNIGHT INDUSTRIAL	CT	SAUNDERS MARILYN L	49 WEST PEACHTREE ST	NORCROSS	GA	30071
V05 0180075	384	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450233	ATLANTA	GA	30305
V05 0180076	148	MIRROR LAKE	BLVD	MCNEILUS TRUCK & MFG INC	P O BOX 70	DODGE CENTER	MN	55927
V05 0180078	141	PARKWAY	CIR	HOLE CLAYTON & AJ JTRS	141 PARKWAY CIR	VILLA RICA	GA	30180
V05 0180085	356	MIRROR LAKE	BLVD	FDG-FUQUA BCDC VR RESIDENTIAL I LLC	1100 BROOKSTONE CENTRE PKWY	COLUMBUS	GA	31904
V05 0180088	203	CLEGHORN	RD	ARBOURS AT VILLA RICA LLC	242 INVERNESS CENTER DR	BIRMINGHAM	AL	35242
V05 0180089	0	CLEGHORN	RD	VILLA RICA DOWNTOWN DEV AUTHORITY	571 W BANKHEAD HWY	VILLA RICA	GA	30180
V05 0180090	380	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450233	ATLANTA	GA	31145
V05 0180091	103	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450233	ATLANTA	GA	31145
V05 0180092	125	MIRROR LAKE	BLVD	FDG-FUQUA BCDC VR RESIDENTIAL I LLC	1100 BROOKSTONE CENTRE PKWY	COLUMBUS	GA	31904
V05 0180093	372	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450233	ATLANTA	GA	31145
V05 0180094	368	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450233	ATLANTA	GA	31145
V05 0180095	364	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450234	ATLANTA	GA	31145
V05 0180096	360	MIRROR LAKE	BLVD	FUQUA BCDC VILLA RICA PROJECT OWNER LLC	P.O. BOX 450235	ATLANTA	GA	31145



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CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: CU-03-23 – Renewal of a Special Exception Use permit for 15001 Veterans Memorial Highway

AGENDA DATE: November 14th, 2023

DATE PREPARED: October 25, 2023
PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

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

PURPOSE: Joseph Luderman seeks an extension of a Special Exception Use Permit that was granted in 2018 with a five-year renewal.

BACKGROUND: The applicant received approval with an set of conditions in 2018. One such condition was to come back before the Council in five years for re-approval. The applicant has completed all conditions on-site to the best of the staff's knowledge.

1. Access to parcel to be restricted to Veterans Memorial Highway.
2. Maintain a 10 foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.
3. The Conditional Use Permit is not transferable.
4. Only repossessed cars may be stored on the property.
5. Repossessed vehicles may only remain on the property a maximum of 30 days.
6. Owner must submit a monthly report to the Community Development Department regarding the number of vehicles and tenure of each vehicle on the property.
7. An 8 ft, opaque, solid metal fence to be installed around entire storage lot.
8. No tractor-trailers are allowed on the property except for the loading and unloading of vehicles.
9. Condition use permit to be renewed every 5 years.

STAFF RECOMMENDATION: APPROVAL with Conditions

Reasons: All conditions from 2018 have been met.
Conditions:

1. Access to parcel to be restricted to Veterans Memorial Highway.
2. Maintain a 10 foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.
3. The Conditional Use Permit is not transferable.
4. Only repossessed cars may be stored on the property.

5. Repossessed vehicles may only remain on the property a maximum of 30 days.
6. Owner must submit a monthly report to the Community Development Department regarding the number of vehicles and tenure of each vehicle on the property.
7. No tractor-trailers are allowed on the property except for the loading and unloading of vehicles.
8. Condition use permit to be renewed every 5 years.

IMPACT: N/A

MOTION:

(1) I move to approve the requested Special Exception Use Permit by Joseph Luderman, as presented.

City of Villa Rica

Zoning

Copy of Application

Reference # P-0004-2023 **Date Submitted:** 10/11/2023 6:35:00 PM

Property Details

Address: 15001 Veterans Memorial Highway , Villa Rica, GA 30180

Parcel/Lot: /{MERGEFIELD cf[f976f]}

Application Details

Project Name: Renewal of Condition Use Permit
Exisiting Use: C1 - Commercial Low-Density
Proposed Use: C1 - Commercial Low-Density

Applicant Details

Name: Joseph Ludeman
Address: 381 Kinney Lake Road , Carrollton, GA 30116
Email: jludeco@gmail.com **Phone #:** (678) 817-8329

Property Owner Details

Name: Joseph Ludeman **Tax ID:** 521372365
Address: 15001 Veterans Memorial highway , Villa Rica. GA 30180
Email: jludeco@gmail.com **Phone #:** (678) 817-8329

Attorney Details

Name:
Firm:
Address: , ,
Email: **Phone #**

Planning Consultant Details

Name: **License #**
Firm:
Address: , ,
Email: **Phone #**

Engineer Details

Name: **License #**

Firm:

Address: , ,

Email: **Phone #:**

Traffic Engineer Details

Name: **License #**

Firm:

Address: , ,

Email: **Phone #:**

Property Information : Existing

Easements, Leases, or Other Agreements, Existing or Proposed on the Property

Existing Zoning District of Site

In Applicant's opinion with Board of Adjustments action be required for a variance?

Is a structure(s) present on existing lot? **If yes, how many?**

A. Building Floor Area Total **Each Floor**

B. Building Ground Area

C. Building Height Feet **Stories**

D. Floor Area Ratio (FAR)

E. Lot Lines (Feet)/ Front, Rear, Side

F. Set Backs (Existing)/ Front, Rear, Side

G. Open Space (square foot) **Open Space %**

H. Lot Coverage %

I. Parking (on site) Show Calculations below if not on accompanying site plan

Present use(s) of site (each structure) & Proposed use on

site

Proposed:

A. Building Floor Area Total

B. Building Ground Area

C. Building Height Feet

D. Floor Area Ratio (FAR)

E. Lot Lines (Feet)/ Front, Rear, Side

F. Set Backs / Front, Rear, Side

Project Information

	Proposed	**Existing**
Maximum Height		
Lot Width		
Side Yard		
Lot Coverage % of building		
Lot Coverage Impervious Surface		
Planted Area %		
Parking Stalls		
Total of Side Yards		
Rear Yard		
Lot Area		
Lot Coverage Impervious Surface %		
Planted Area		
Floor Area		
Front Yard		

Request Type	
Rezoning	
Special Use Permit	X
Variance Type:	

Annexation	
Appeals	
Alteration to PUD	
Administrative Adjustment	
Certificate of Appropriateness	
Certificate of Occupancy	
Public Hearing Signs	
Record Filing Fee	
Street & Utility Inspection	
Text Amendment Initiated by Public	
Sexually Oriented Business Permit	
Development of Regional Impact (DRI) Application Initiating Review	
Future Land Use Map Amendment (FLUM without an associated rezoning)	
Copy of Unified Development Ordinance, Comprehensive Plan, Design Guidelines for Historic Districts and Sites, and all other printed Planning Materials. # of Copies:	

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

Re: Planning Report
15001 Veterans Memorial Highway
CU-03-23
Applicant's Name: Joseph Ludeman
Property Owner: Joseph Ludeman
Land Lot 145, District 2, Section 5
Parcel # V05 0180085
Lot Size: 1.022 Acre +/-
Ward: 1
City Council Member: Doug Lang
Planning Board Member: Shirley Marchman
City of Villa Rica, Douglas County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the Special Use Permit extension application submitted by Joseph Luderman for the property located at 15001 Veterans Memorial Highway. The purpose of this report is to provide an analysis of the variance request and make recommendations for the City Council's consideration.

Background:

In December 2018, the City Council approved a conditional use for the applicant to operate a car storage operation. That approval had several conditions that included a five-year renewal requirement. The applicant is now coming back before the council to renew the permit. The property is located in the Commercial Low-Density (C1) Zone and is in the I-20 Gateway Activity Area. The site is directly adjacent to single-family homes to the east, west and south. Highway 78 and the Norfolk Southern line is to the north of the property. The site is located within the Douglas County portion of the city and does not border any unincorporated areas. No streams or natural water features cross the site.

2018 Conditions (Applicant's answers in **bold**):

1. Combine the subject parcels into on property.

   Property surveyed to combine Lots 10,11,12,38,39,40, submitted to Douglas County. Survey attached.

2. Access to parcel to be restricted to Veterans Memorial Highway.

   Single point of entrance is from Veterans Memorial Highway. Photo attached.

3. Applicant to provide the following:
   a. Hours and manner of operation
b. Number of employees working all shifts, and emergency contact.

   Storage lot is open to borrowers and third-party transporters Monday - Friday 9:00 am to 6:00 pm.
   Storage lot is staffed with one lot attendant Monday - Friday 9:00 am to 6:00 pm.
   Lot is accessible to two repossession agents at all times.
   Emergency contact: Joseph Ludeman: 678-817-8329

4. Maintain a 10 foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.

   Satisfied – Photo Attached

5. All Improvements to be installed prior to occupancy.

   Satisfied

6. The Conditional Use Permit is not transferable.

   Conditional Use Permit has not been transferred.

7. Only repossessed cars may be stored on the property.

   Satisfied – Only repossessed vehicles are stored on the property.

8. Repossessed vehicles may only remain on the property a maximum of 30 days.

   Vehicles are not stored more than 30 days.

9. Owner must submit a monthly report to the Community Development Department regarding the number of vehicles and tenure of each vehicle on the property.

   Copies of the monthly reports are attached.
   Lot Open: September 2022 – Current: October 2023

10. An 8 ft, opaque, solid metal fence to be installed around entire storage lot.

    Satisfied – Photo Attached

11. No tractor-trailers are allowed on the property except for the loading and unloading of vehicles.

    Tractor-trailers are not stored on our lot.

12. Owner operator to mitigate any stormwater issues that result from any land disturbance, grading, or development activities.
    Satisfied by silt fence, gravel, straw, groundcover.

13. Condition use permit to be renewed every 5 years.

    2023 renewal process began September 18, 2023

Impact of Special Exception Request:

The applicant would be able to continue operating the business on site.

Site Analysis:

The applicant has completed all conditional use requirements, known to the best of my abilities. The 8' fence has been installed on the property.

Review of Criteria for Granting a Variance:

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

1. **Is in fact a permitted Special Exception use as listed in each zoning district and appears on Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved;**
   No. The use is a pre-existing, legal nonconforming use approved with the previously issued conditional use permit.

2. **Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;**
   Yes. The uses in the general area are a mix of low-density residential and industrial uses with a mixture of auto-related businesses.

3. **Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;**
   The use has an expansive paved concrete front yard and driveway apron that is not in kind with other properties. Otherwise, there are few indications of the use present.

4. **Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;**
   The use does not need additional services.

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

The use as proposed is not detrimental to the community's economic welfare or proposed to increase the need for additional community facilities or services.

6. **Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;**
   The use is not expected to generate noxious uses or produce detrimental effects on the community.

7. **Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; and**
   No vehicular approaches are planned/anticipated.

8. **Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.**
   The property will not create any such damage or destruction. No historic resources have been documented on this property. No streams or buffers have been found on the property.

Recommendation:

Based on our analysis, we recommend that the City Council take the following actions on the Special Exception extension request submitted by Joseph Ludeman for the property at 15001 Veterans Memorial Highway.

Approval with Conditions

Conditions of Approval (if applicable):

1. Access to parcel to be restricted to Veterans Memorial Highway.
2. Maintain a 10 foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.
3. The Conditional Use Permit is not transferable.
4. Only repossessed cars may be stored on the property.
5. Repossessed vehicles may only remain on the property a maximum of 30 days.
6. Owner must submit a monthly report to the Community Development Department regarding the number of vehicles and tenure of each vehicle on the property.
7. No tractor-trailers are allowed on the property except for the loading and unloading of vehicles.
8. Condition use permit to be renewed every 5 years.

Public Comments:

No Public Comments have been received by the Planning and Zoning staff as per the date of this report.

Conclusion:

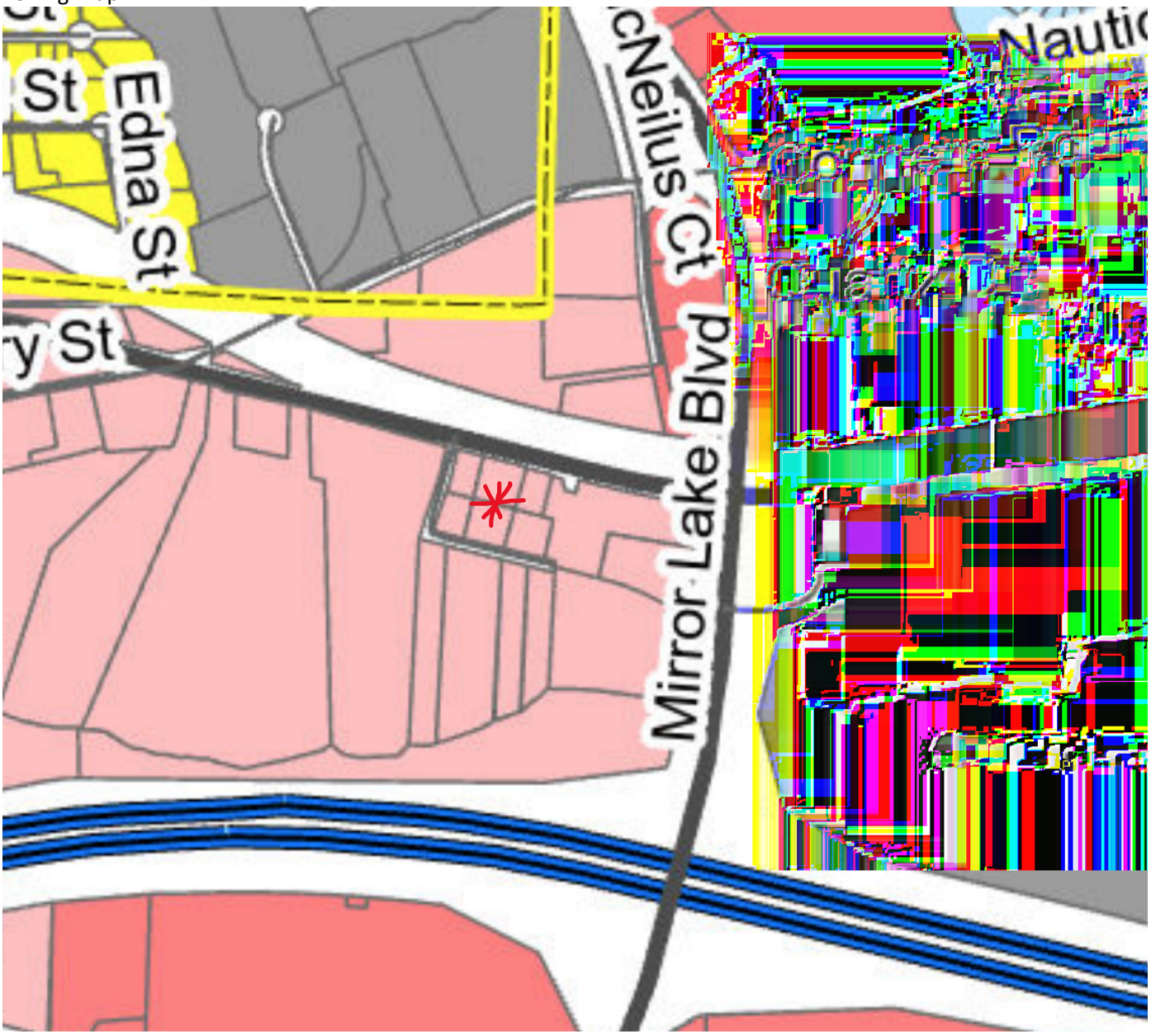
In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

Please let me know if you require any additional information or have any questions regarding this report.

Sincerely,
Ronald Johnson
Planning & Zoning Administrator
rjohnson@villarica.gov | (678) 840-1238

Attachments:

Zoning Map:



Future Land Use Map:

City of
Villa Rica

Joseph

Mayor Jeff Reese • Mayor Pro-tem Gil McDougal • Shirley Marchman • Leslie McPherson •Danny Carter

State of Georgia
County of Carroll
County of Douglas

THE CITY OF VILLA RICA
LETTER OF DECISION
Case No.: CU-02-18

On December 11, 2018, the Mayor and Council of the City of Villa Rica approved with conditions CU-02-18. The request was for a conditional use permit for the purpose of a temporary storage of vehicles located at 15001 Veterans Memorial Highway and Florence Circle, Parcel Nos: 01450250004 and 01450250007, in Land Lot 145 of the 25th District in Douglas County, in Ward 1.

The conditions are as follows:

1. Combine the subject parcels (01450250004 and 01450250007) into one property.
2. Access to parcel to be restricted to Veterans Memorial Highway.
3. Applicant to provide the following to the Community Development Department:
    a. Hours and manner of business operation.
    b. Provide the number of employees working all shifts, and a 24-hour emergency contact.
4. Maintain a ten (10) foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.
5. All improvements to be installed prior to occupancy.
6. The Conditional Use Permit is not transferable.
7. Only repossessed cars may be stored on the property.
8. Repossessed vehicles may only remain on the property a maximum of 30 days.
9. Owner/operator must submit a monthly report to the Community Development Department regarding the number of vehicles and tenure of each vehicle on the property.
10. An eight (8) foot, opaque, solid metal fence to be installed around entire property.
11. No tractor-trailers are allowed on the property except for the loading and unloading of vehicles.
12. Owner operator to mitigate any stormwater issues that result from any land disturbance, grading, or development activities.
13. Conditional use permit to be renewed every five (5) years.

14. The consequence of a substantial violation shall be revocation of the conditional use permit by the City Council. The applicant will be allowed 30 days to resolve the violation prior to the City initiating revocation procedures. Grounds for revocation include the following:
    a. Non-compliance with any special conditions imposed by the Code or by the Council at the time of approval
    b. Violation of any provisions of the Code pertaining to the use of the land, construction or uses of buildings or structures or activities conducted on the premises
    c. Violation of any other applicable Code provisions or any state or federal law or regulation

Bobby Elliott
Community Development Director

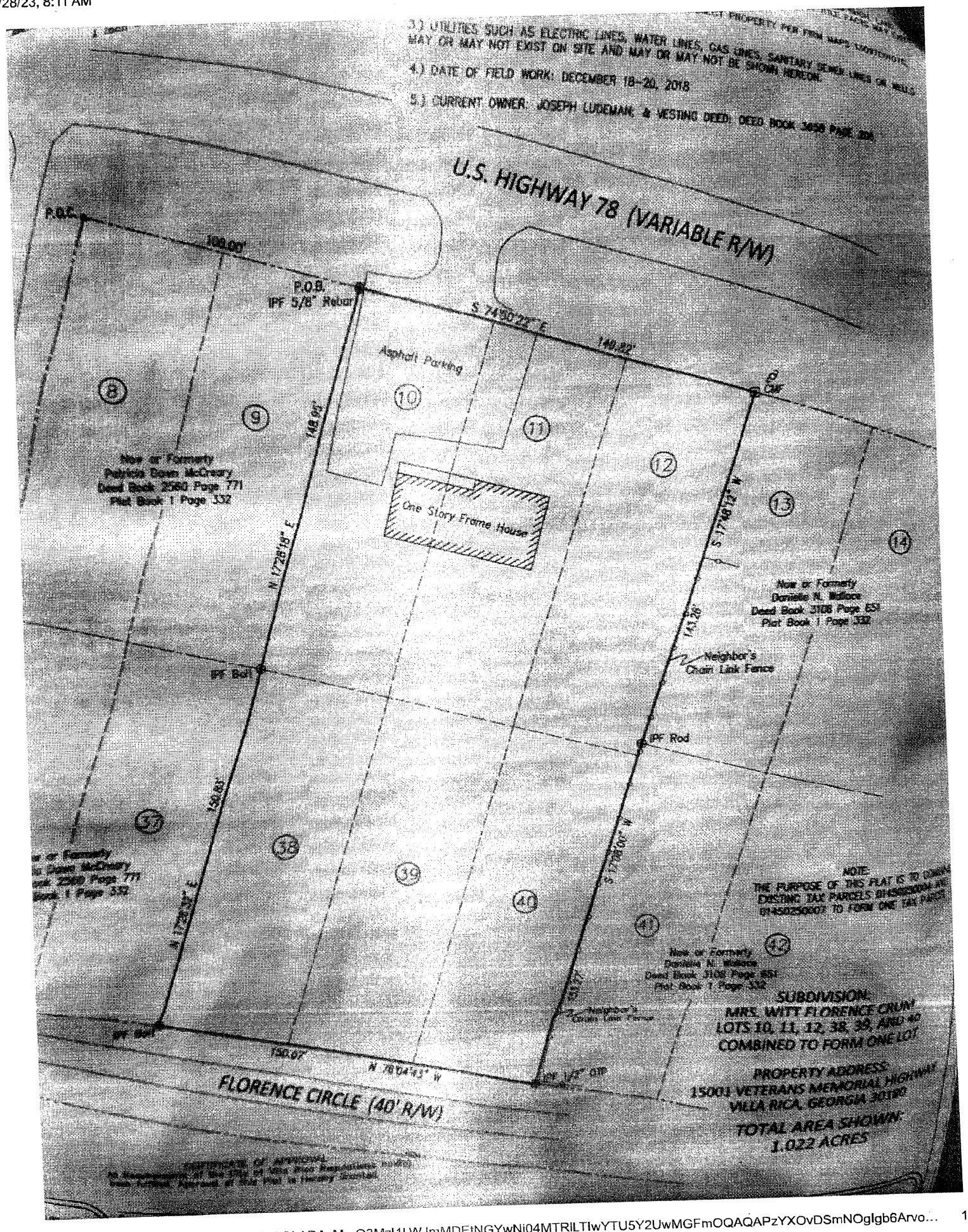
Application for Special Exception

Conditional Use Permit Renewal

Joseph Ludeman

15001 Veterans Memorial Hwy Villa Rica, GA 30180

The use of the property will continue unchanged from its current state. No further development or site changes are expected. No changes are planned that will affect the interest of the general public.


3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
4.) DATE OF FIELD WORK: DECEMBER 18-20, 2018
5.) CURRENT OWNER: JOSEPH LUDEMAN, & VESTING DEED: DEED BOOK 3459 PAGE 208
U.S. HIGHWAY 78 (VARIABLE R/W)
P.O.B.
P.O.B.
IPF 5/8" Rebar
S 74°50'22" E
148.92'
Asphalt Parking
One Story Frame House
8
9
10
11
12
13
14
Now or Formerly
Patricia Dawn McCreary
Deed Book 2580 Page 771
Plat Book 1 Page 332
N 17°28'18" E
148.95'
S 17°48'12" W
143.26'
Now or Formerly
Danielle N. Wallace
Deed Book 3108 Page 851
Plat Book 1 Page 332
Neighbor's Chain Link Fence
IPF Bolt
IPF Rod
37
38
39
40
41
42
150.85'
N 17°28'18" E
S 17°48'12" W
NOTE:
THE PURPOSE OF THIS PLAT IS TO COMBINE EXISTING TAX PARCELS 0145C035007 TO FORM ONE TAX PARCEL
SUBDIVISION:
MRS. WITT FLORENCE CRUM
LOTS 10, 11, 12, 38, 39, AND 40
COMBINED TO FORM ONE LOT
PROPERTY ADDRESS:
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GEORGIA 30180
TOTAL AREA SHOWN:
1.022 ACRES
IPF Bolt
150.87'
N 78°04'43" W
IPF 1/2" RBF
FLORENCE CIRCLE (40' R/W)
CERTIFICATE OF APPROVAL

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Carroll File #: **18391-18**

This Indenture made this **21st** day of **December, 2018** between **Matthew S. Pike and Melissa P. Price**, of the County of Douglas, State of **Georgia,** as party or parties of the first part, hereinafter called Grantor, and **Joseph Ludeman**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

TRACT I:

ALL THAT TRACT or parcel of land lying and being in the County of Douglas, State of Georgia, and being in Land Lot 145 of the 2nd District, 5th Section, Douglas County, Georgia, and being Lots 10, 11, and 12, of the Crum Subdivision as shown on plat recorded in Plat Book 1, Page 332, Douglas County, Records, and being more particularly described as follows: BEGINNING at an iron pin on the Southerly side of U.S. Highway 78, 100 feet East from the intersection of the Southerly side of U.S. Highway 78 and the Westerly side of an unnamed street as measured along the Southerly side of U.S. Highway 78, said point also being the Northeast corner of Lot 9, said subdivision, and said point also being the Northeast corner of property now or formerly owned by I. H. Knight; thence running Southerly along the Easterly line of Lot 9, said subdivision, 149.2 feet to an iron pin; thence Easterly 149.8 feet to an iron pin at the Southwest corner of Lot 13, said subdivision, said point also being the Southwestern corner of property now or formerly owned by Roy Head; thence Northerly along the Westerly side of Lot 13, said subdivision, 146.3 feet to an iron pin on the Southerly side of U.S. Highway 78; thence Westerly along the Southerly side of U.S. Highway 78, 150 feet to an iron pin at the Point of Beginning.

TRACT II:

ALL THAT TRACT or parcel of land lying and being in the 2nd District and 5th Section of originally Carroll, now Douglas County, Georgia, parts of original Land Lot Number 145 and more particularly described as follows:

One tract composed of Lots 38, 39, and 40, in the original Land Lot No. 145. All of said tract being parts of survey by I. W. Bailey, Surveyor No. 419, on the 28th day of March, 1956, of the Witt Florence Crum property as recorded in Plat Book 1, Page 332, in the Office of the Clerk of Superior Court of Douglas County, Georgia, which record is herein incorporated for a more complete description.

This Deed is given subject to all easements and restrictions of record, if any.

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

(Seal)
Matthew S. Pike

Notary Public
My Commission Expires: 1-23-2020
(Notary Seal)

C. STACI VAUGHN NOTARY PUBLIC EXPIRES GEORGIA JAN 23, 2020 HARALSON COUNTY

Witness

(Seal)
Melissa P. Price

Notary Public
My Commission Expires: 1-23-2020
(Notary Seal)

C. STACI VAUGHN NOTARY PUBLIC EXPIRES GEORGIA JAN 23, 2020 HARALSON COUNTY

Mr. Johnson,

This information is in response to your request dated October 18, 2023. Please see the response below each corresponding numbered concern.

Mr. Ludeman,
In reviewing your application, the zoning ordinance requires certain information to be submitted for conditional use permits in order to be deemed complete. Please submit the following information:

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

1) *Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.*
   ATTACHED

2) *A site development plan prepared in conformance with all application requirements;*
   NOT APPLICABLE – NO CHANGES ARE PLANNED FOR THE PROPERTY

3) *A written statement describing the following:* **PLEASE SEE BELOW "IN LIEU OF ITEM 3"**
   ~~*a) The proposed use;*~~
   ~~*b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;*~~
   ~~*c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;*~~
   ~~*d) The areas that are most likely to be directly affected by such change and the likely effects;*~~
   ~~*e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.*~~

4) *Any other exhibits as may be required by the Community Development Manager.*
   NO OTHER EXHIBITS REQUESTED AS OF OCTOBER 18, 2023

In lieu of the 3rd item, I would prefer that you please put in writing, point-by-point, how you have satisfied each of the conditions from 2018. We must receive this information prior to scheduling you for the upcoming hearing. We cannot go before Council with incomplete information as it may reflect in the decision for your application.

"IN LIEU OF ITEM 3":

Conditions of conditional use permit granted on December 11, 2018:

1. Combine the subject parcels into on property.
   Property surveyed to combine Lots 10,11,12,38,39,40, submitted to Doulgas County. Survey attached
2. Access to parcel to be restricted to Veterans Memorial Highway.
   Single point of entrance is from Veterans Memorial Highway. – Photo attached
3. Applicant to provide the following:
   a. Hours and manner of operation

b. Number of employees working all shifts, and emergency contact.
Storage lot is open to borrowers and third-party transporters Monday - Friday 9:00 am to 6:00 pm.
Storage lot is staffed with one lot attendant Monday - Friday 9:00 am to 6:00 pm.
Lot is accessible to two repossession agents at all times.
Emergency contact: Joseph Ludeman: 678-817-8329

4. Maintain a 10 foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.
Satisfied – Photo Attached
5. All Improvements to be installed prior to occupancy.
Satisfied
6. The Conditional Use Permit is not transferable.
Conditional Use Permit has not been transferred.
7. Only repossessed cars may be stored on the property.
Satisfied – Only repossessed vehicles are stored on the property.
8. Repossessed vehicles may only remain on the property a maximum of 30 days.
Vehicles are not stored more than 30 days.
9. Owner must submit a monthly report to the Community Development Department regarding the number of vehicles and tenure of each vehicle on the property.
Copies of the monthly reports are attached.
Lot Open: September 2022 – Current: October 2023
10. An 8 ft, opaque, solid metal fence to be installed around entire storage lot.
Satisfied – Photo Attached
11. No tractor-trailers are allowed on the property except for the loading and unloading of vehicles.
Tractor-trailers are not stored on our lot.
12. Owner operator to mitigate any stormwater issues that result from any land disturbance, grading, or development activities.
Satisfied by silt fence, gravel, straw, groundcover.
13. Condition use permit to be renewed every 5 years.
2023 renewal process began September 18, 2023

I thank you for your cooperation and understanding.

Ron Johnson
Planning & Zoning Administrator
City of Villa Rica

Please let me know if you need any additional information.

Sincerely,

Joseph Ludeman, President
LUDECO INC
P.O. Box 1892 Villa Rica, GA 30180
Phone: 833-277-3842
Email: jludeco@gmail.com

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Carroll File #: **18391-18**

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W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

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This Deed is given subject to all easements and restrictions of record, if any.

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

(Seal)
Matthew S. Pike

Notary Public
My Commission Expires: 1-23-2020
(Notary Seal)

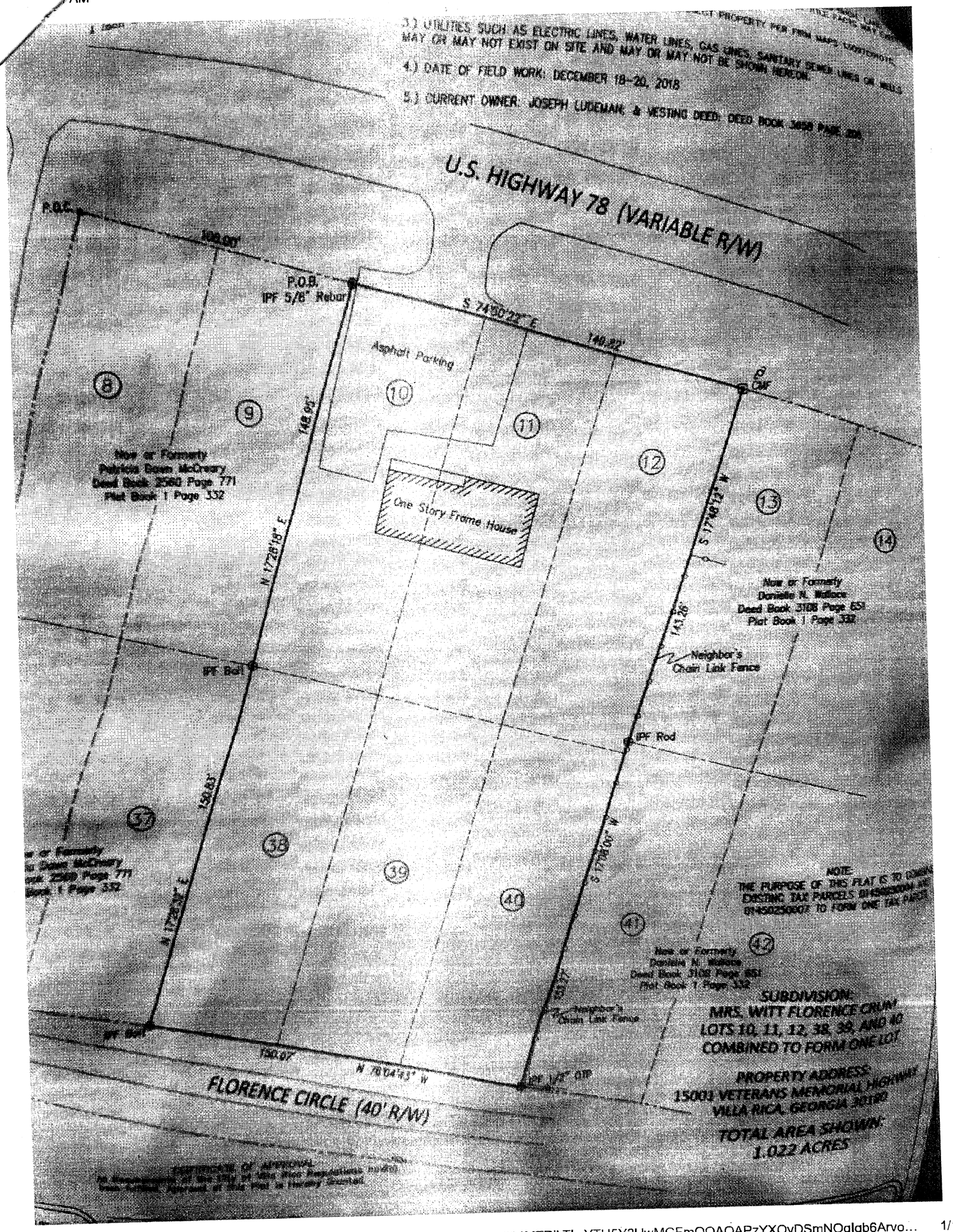
C. STACI VAUGHN NOTARY PUBLIC GEORGIA EXPIRES JAN 23, 2020 HARALSON COUNTY

Witness

(Seal)
Melissa P. Price

Notary Public
My Commission Expires: 1-23-2020
(Notary Seal)

C. STACI VAUGHN NOTARY PUBLIC GEORGIA EXPIRES JAN 23, 2020 HARALSON COUNTY


3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
4.) DATE OF FIELD WORK: DECEMBER 18-20, 2018
5.) CURRENT OWNER: JOSEPH LUDEMAN, & VESTING DEED: DEED BOOK 3698 PAGE 208
U.S. HIGHWAY 78 (VARIABLE R/W)
P.O.B.
P.O.B.
IPF 5/8" Rebar
S 74°50'22" E
140.22'
Asphalt Parking
One Story Frame House
8
9
10
11
12
13
14
New or Formerly
Patricia Dawn McCreary
Deed Book 2560 Page 771
Plat Book 1 Page 332
N 17°28'16" E
148.95'
S 17°28'16" W
143.26'
New or Formerly
Danielle N. Wallace
Deed Book 3108 Page 651
Plat Book 1 Page 332
Neighbor's Chain Link Fence
IPF Rod
IPF Rod
37
38
39
40
41
42
N 17°28'16" E
150.83'
S 17°28'16" W
150.83'
NOTE:
THE PURPOSE OF THIS PLAT IS TO COMBINE EXISTING TAX PARCELS 61-4302350007 TO FORM ONE TAX PARCEL
New or Formerly
Danielle N. Wallace
Deed Book 3108 Page 651
Plat Book 1 Page 332
Neighbor's Chain Link Fence
IPF 5/8"
IPF Rod
150.07'
N 70°04'43" W
IPF 1/2" OTP
FLORENCE CIRCLE (40' R/W)
SUBDIVISION:
MRS. WITT FLORENCE CRUM
LOTS 10, 11, 12, 38, 39, AND 40
COMBINED TO FORM ONE LOT
PROPERTY ADDRESS:
15003 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GEORGIA 30180
TOTAL AREA SHOWN:
1.022 ACRES
CERTIFICATE OF APPROVAL
As Recommended by the City of Villa Rica Regulations Inspector
Date: Authorized Approval of Final Plat or Survey Submittal

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of:
September 5, 2022

	VIN L6	TENURE
1	431690	18

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Wed, Sep 7, 2022 at 11:10 AM
To: Udeman <jludeco@gmail.com>

Received, thank you.

From: Udeman <jludeco@gmail.com>
Sent: Wednesday, September 7, 2022 11:08 AM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hitchcock,

The September storage report is attached. Please let me know if you have any questions or concerns.

Please acknowledge receipt.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of:
October 5, 2022

	VIN L6	TENURE
1	NONE	

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - October 2022

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Wed, Oct 5, 2022 at 3:38 PM
To: Udeman <jludeco@gmail.com>

Received, thank you.

From: Udeman <jludeco@gmail.com>
Sent: Wednesday, October 5, 2022 3:31 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - October 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hitchcock,

The October storage report is attached. Please let me know if you have any questions or concerns.

Please acknowledge receipt.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of:
November 5, 2022

	VIN L6	TENURE
1	NONE	

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - November 2022

Jimmy Hitchcock <jhitchcock@villarica.gov> Mon, Nov 7, 2022 at 8:37 AM
To: Udeman <jludeco@gmail.com>

Received, thank you.

From: Udeman <jludeco@gmail.com>
Sent: Sunday, November 6, 2022 6:48 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - November 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hitchcock,

The November storage report is attached. Please let me know if you have any questions or concerns.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 12/5/2022

	VIN L6	TENURE
1	104666	5
2	K90962	5
3	566182	5
4	272197	5
5	371437	4
6	426713	4
7	159942	4
8	175012	4
9	O37709	4
10	465305	4
11	333187	3
12	O24469	1
13	460705	1
14	801809	1
15	433377	1
16	765223	1
17	O43055	1
18	183206	1

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - December 2022

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Mon, Dec 12, 2022 at 7:13 AM
To: Udeman <jludeco@gmail.com>

Received, thank you.

From: Udeman <jludeco@gmail.com>
Sent: Friday, December 9, 2022 8:22 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - December 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

December storage report is attached. Please let me know if you have any questions or concerns.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

on 1/11/2023

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 1/5/2023

	VIN L6	TENURE
1	204234	7
2	566751	3
3	151907	1
4	230920	0
5	O31615	4
6	784670	20
7	286343	16
8	119522	20
9	639367	6
10	315149	1
12	727709	0
13	711282	7
14	123911	6
15	137208	9
16	336576	8
17	170469	3
18	B22819	14
19	OO5874	10
20	O77545	14
21	O17698	16
22	100448	7
23	742191	21
24	O22170	20
25	407732	7
26	O31569	27
27	137106	29
28	563568	15
29	161308	24
30	725356	9
31	119815	29
32	543699	24
33	C59430	23
34	418262	0
35	194355	0
36	163004	1
37	A22030	1

38	104639	2
39	10907	3
40	425249	1
41	102658	15
42	765223	28
43	O56421	2
44	653279	6
45	144269	7
46	704770	9
47	713451	8
48	319723	16
49	739243	13
50	179418	15
51	224216	24
52	223604	13
53	675613	4
54	807783	29
55	681025	9
56	515867	21

Gmail

Udeman <jludeco@gmail.com>

receipt

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Fri, Jan 20, 2023 at 4:04 PM
To: "jludeco@gmail.com" <jludeco@gmail.com>
Cc: Tom Barber <tbarber@villarica.gov>, Tracy Jarvis <tjarvis@villarica.gov>

I have received your January Storage report.

Jimmy Hitchcock

Code Compliance Manager

City of Villa Rica

678.840.1231

jhitchcock@villarica.gov

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

2/15/23

Units Stored As Of: 2/5/2023

	VIN L6	TENURE
1	033636	6
2	024023	3
3	061352	1
4	984490	2
5	107996	5
6	497992	4
7	000299	4
8	137193	10
9	842246	10
10	563083	12
11	000234	20
12	138613	10
13	588608	10
14	159154	13
15	181460	10
16	471262	6
17	402457	15
18	741886	6
19	538882	20
20	098781	13
21	476321	12
22	036697	20
23	059298	19
24	307391	11
25	965440	10
26	473035	16
27	122922	13
28	109074	13
29	142353	15
30	211518	17
31	419420	26
32	351069	1
33	521919	4
34	140694	5
35	659208	14
36	358778	5

37	254403	4
38	657005	11
39	145116	9
40	235032	12
41	427640	18
42	324284	13
43	621077	18
44	F29517	19
45	052213	10
46	221561	26
47	211432	6
48	076056	21
49	064043	1
50	070684	7
51	534727	16
52	K87274	16
53	309075	18
54	048133	26
55	258625	8
56	556847	15
57	234721	23
58	B18143	9
59	103862	18

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - February 2023

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Mon, Feb 6, 2023 at 7:25 AM
To: Udeman <jludeco@gmail.com>
Cc: Tom Barber <tbarber@villarica.gov>, Tracy Jarvis <tjarvis@villarica.gov>

I have received your email.

From: Udeman <jludeco@gmail.com>
Sent: Sunday, February 5, 2023 7:18 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - February 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

February storage report is attached. Please let me know if you have any questions or concerns.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

dm 3/5

Units Stored As Of: 3/5/2023

	VIN L6	TENURE
1	057072	3
2	634674	8
3	028327	7
4	825857	5
5	205801	4
6	510043	5
7	875788	8
8	286001	13
9	258520	7
10	534311	14
12	N59649	16
13	807198	18
14	757025	11
15	003830	13
16	800966	3
17	014371	4
18	242148	11
19	175251	6
20	208044	15
21	723559	5
22	448857	5
23	095933	21
24	564777	13
25	512416	23
26	024354	13
27	864297	1
28	260946	2
29	856304	1

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - March 2023

2 messages

Jimmy Hitchcock <jhitchcock@villarica.gov> Mon, Mar 6, 2023 at 7:33 AM
To: Udeman <jludeco@gmail.com>
Cc: Tom Barber <tbarber@villarica.gov>

From: Udeman <jludeco@gmail.com>
Sent: Sunday, March 5, 2023 10:16 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - March 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

March storage report is attached.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

Jimmy Hitchcock <jhitchcock@villarica.gov> Mon, Mar 6, 2023 at 7:43 AM
To: Udeman <jludeco@gmail.com>

I received the report

[Quoted text hidden]

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 4/5/2023

	VIN L6	TENURE
1	688630	13
2	866866	8
3	224267	6
4	49417	15
5	169987	5
6	335686	7
7	355503	9
8	192531	15
9	204547	6
10	O63310	8
11	500853	1
12	896024	7
13	222796	15
14	109853	6
15	46645	1
16	736668	2
17	329380	1
18	O33961	5
19	262118	12
20	689169	16
21	570066	9
22	A66519	7

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - April 2023

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov>
To: Udeman <jludeco@gmail.com>

Wed, Apr 12, 2023 at 10:47 AM

Received, thank you.

From: Udeman <jludeco@gmail.com>
Sent: Tuesday, April 11, 2023 6:40 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Monthly Storage Report - LUDECO INC - April 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

April storage report is attached.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 5/5/2023

	VIN L6	TENURE
1	241799	5
2	B05954	4
3	336586	12
4	656103	1
5	122715	3
6	200404	2
7	256346	15
8	621983	2
9	189653	6
10	174638	2
12	333758	7
13	198452	10
14	141448	3
15	59298	4
16	950908	24
17	412850	18
18	100329	17
19	126536	15
20	87969	18
21	E03173	17
22	345723	8
23	105686	11
24	179361	10
25	625636	12
26	692971	29
27	C58382	15
28	O36175	10
29	716730	22
30	137338	5
31	279476	8
32	360733	3
33	222469	9
34	286241	2
35	158035	2
36	687681	3
37	196398	3
38	911667	4
39	O17217	17
40	116048	11

Gmail

Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Ludeco Inc - Monthly Storage Report - May 2023

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov>
To: Udeman <jludeco@gmail.com>
Cc: Tracy Jarvis <tjarvis@villarica.gov>

Mon, May 8, 2023 at 11:15 AM

Received, thank you.

From: Udeman <jludeco@gmail.com>
Sent: Monday, May 8, 2023 11:13 AM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Ludeco Inc - Monthly Storage Report - May 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

May storage report is attached.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 6/5/2023

	VIN L6	TENURE
1	533392	1
2	125577	1
3	O12727	1
4	B61630	2
5	109498	15
6	O14053	4
7	634506	13
8	252300	16
9	760874	7
10	208133	15
12	214992	4
13	162094	1
14	560339	7
15	877322	2
16	B85736	3
17	157891	14
18	316885	2
19	124531	5
20	552321	11
21	443966	7
22	733182	10
23	517827	12
24	167199	13
25	752592	8
26	198276	9
27	249803	7
28	173502	6
29	100526	8
30	O76133	12
31	A0 7121	21
32	D33953	28
33	O55255	12

Gmail

Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Ludeco Inc - Monthly Storage Report - June 2023

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Tue, Jun 6, 2023 at 8:14 AM
To: Udeman <jludeco@gmail.com>
Cc: Tom Barber <tbarber@villarica.gov>

Thank you

From: Udeman <jludeco@gmail.com>
Sent: Tuesday, June 6, 2023 8:03 AM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Ludeco Inc - Monthly Storage Report - June 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

June storage report is attached.

Please acknowledge receipt of this email.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 7/5/2023

	VIN L6	TENURE
1	77180	11
2	265270	13
3	551359	24
4	954423	8
5	592548	6
6	140862	16
7	930629	15
8	20584	8
9	251973	7
10	499942	14
12	656170	9
13	c11404	9
14	231019	6
15	401492	6
16	52188	8
17	24375	8
18	374807	15
19	548353	17
20	167952	13
21	499530	8
22	222607	2
23	234170	2
24	839148	7
25	240816	13
26	130034	8
27	205400	10
28	312885	7
29	116379	10
30	225802	13
31	211334	26

Gmail

Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Ludeco Inc monthly storage report

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov>
To: Udeman <jludeco@gmail.com>

Wed, Jul 5, 2023 at 2:13 PM

I received your report. Thanks

From: Udeman <jludeco@gmail.com>
Sent: Wednesday, July 5, 2023 11:23 AM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Ludeco Inc monthly storage report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Monthly storage report attached, please confirm receipt.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 8/8/2023

	VIN L6	TENURE
1	C86007	8
2	617113	17
3	100751	10
4	308829	9
5	224579	20
6	28334	15
7	4944	15
8	25316	28
9	145988	16
10	716489	9
12	116714	26
13	102292	9
14	243376	16
15	226618	26
16	100751	10
17	659368	20
19	107783	7
20	C73613	9
21	792873	12
22	N07798	13
23	253551	13
24	383253	18
25	484118	25
26	80358	20
27	239015	7
28	583783	12
29	B41901	21
30	347104	28
31	40718	1
32	B91520	1
33	101138	13
34	554077	6
35	255231	2
36	659393	28
37	128941	13
38	154879	19

39	387345	7
40	676657	5
41	572952	2
42	310499	5
43	H33561	6
44	595612	5
45	359010	10
46	275106	2
47	191826	7
48	10230	7
49	548670	10
50	588294	2
51	205434	3
52	93589	1
53	36595	1
54	37229	1

Gmail

Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Ludeco Inc monthly storage report

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Tue, Aug 8, 2023 at 11:44 AM
To: Udeman <jludeco@gmail.com>

Thank you.

From: Udeman <jludeco@gmail.com>
Sent: Tuesday, August 8, 2023 11:39 AM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Ludeco Inc monthly storage report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Monthly storage report attached, please confirm receipt.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 9/5/2023

	VIN L6	TENURE
1	124971	14
2	621493	8
3	225278	8
4	510701	16
5	29807	8
6	321780	22
7	a85117	7
8	143524	7
9	845397	19
10	442217	16
12	591157	9
13	1659	14
14	231019	6
15	213538	22
16	706607	4
17	335833	4
18	183755	7
19	d08201	5
20	872181	3
21	499530	7
22	202099	2
23	258217	9
24	137524	8
25	301655	15

Gmail

Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Ludeco Inc Monthly Storage Report

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov>
To: Udeman <jludeco@gmail.com>

Tue, Sep 5, 2023 at 2:57 PM

Thank you.

From: Udeman <jludeco@gmail.com>
Sent: Tuesday, September 5, 2023 1:00 PM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Ludeco Inc Monthly Storage Report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Monthly storage report attached, please confirm receipt.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

MONTHLY STORAGE REPORT

LUDECO INC
15001 VETERANS MEMORIAL HIGHWAY
VILLA RICA, GA 30180

Units Stored As Of: 10/5/2023

	VIN L6	TENURE
1	345558	5
2	254460	5
3	150456	3
4	317645	12
5	230024	12
6	152923	8
7	243828	23
8	613455	16
9	329696	14
10	625666	13
12	43316	7
13	585517	2
14	433845	2
15	T18232	6
16	930402	6
17	433845	2
18	288163	2
19	137387	10
20	180444	16
21	693729	4
22	b01725	13
23	242697	17
24	C81816	6

Gmail Udeman <jludeco@gmail.com>

RE: EXTERNAL EMAIL: Ludeco Inc Monthly Storage Report

1 message

Jimmy Hitchcock <jhitchcock@villarica.gov> Thu, Oct 5, 2023 at 12:01 PM
To: Udeman <jludeco@gmail.com>

Thank you.

From: Udeman <jludeco@gmail.com>
Sent: Thursday, October 5, 2023 11:59 AM
To: Jimmy Hitchcock <jhitchcock@villarica.gov>
Subject: EXTERNAL EMAIL: Ludeco Inc Monthly Storage Report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Monthly storage report attached, please confirm receipt.

Sincerely,

Joseph Ludeman, President

LUDECO INC

P.O. Box 1892 Villa Rica, GA 30180

Phone: 833-277-3842

Email: jludeco@gmail.com

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: TA-01-23 – Text Amendment to Establish Section 8.28 *Shipping Containers* within the Villa Rica Zoning Ordinance

AGENDA DATE: November 14, 2023

DATE PREPARED: October 25, 2023
PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

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

PURPOSE: Michael Rickman seeks a Text Amendment in order to establish a new subsection in the Chapter 8 *Supplementary Regulations* (8.28) of the Villa Rica Zoning Ordinance focused on the utilization of Shipping Containers in commercial construction.

BACKGROUND: The current Villa Rica Zoning Ordinance does not address shipping container usage in the city as a primary building. Staff has received inquiries with parties interested in utilizing this construction technique. Staff has researched other municipalities and worked closely with the applicant to come up with standards that would shepherd good development when utilizing shipping containers for commercial uses. Staff recommended for the applicant to submit a text amendment to have the Planning Commission and City Council decide if this ordinance should be established.

PLANNING COMMISSION RECOMMENDATION: APPROVAL w/ Conditions (4-1)
Conditions: Removal of the CMU zone as a permitted location.

STAFF RECOMMENDATION: Approval
Reasons: Provides an alternative path for unique builds that would utilize containers. Opportunities for start-up businesses to experiment and perfect their craft prior to opening a brick and mortar location is desired by the public (based on feedback) and staff. Staff does not agree with the Planning Commission's condition as the CBD is largely already fully developed minus a few parcels, and the CMU zone is a natural extension of commercial development in this area.

IMPACT: N/A

MOTION:
(1) I move to approve the requested Text Amendment from Michael Rickman, as presented.

APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

[X] UDC TEXT AMENDMENT [ ] ZONING MAP AMENDMENT

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

Date of Application: 08/25/2023

APPLICANT

Applicant Name: Michael Rickman

Address: 224 W Montgomery St **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: (770) 365 - 1967 **Fax:** ( ) ____ - ____ **Email:** mr@radga.com

Agent Name: Michael Rickman

Address: 224 W Montgomery St **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: (770) 365 - 1967 **Fax:** ( ) ____ - ____ **Email:** mr@radga.com

Owner Name *(If different from applicant)*: Brandon Thompson

Address: 265 E Montgomery St **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: (404) 993 9225 **Fax:** ( ) ____ - ____ **Email:** brandgt@icloud.com

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

REZONING REQUEST

Not seeking re-zoning, seeking to amend the UDC with a text amendment, see attached Addendum A.

Existing Zoning: ____ **Requested Zoning:** ____

Property Address: 419 Main St **Nearest Intersection:** ____

Present Use of Property: ____

Proposed Use: ____

Size of Tract: ____ **Land Lot Numbers:** ____ **Districts:** ____

Gross Density: ____ **units per acre** **Net Density:** ____ **units per acre**

Property Tax Parcel Number: ____

(For Office Use Only)

Total Amount Paid $____ Cash____ Check #____ Received by: ____

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

Planning Commission: Approved [ ] Denied [ ] Date: ____ Conditions: No [ ] Yes [ ] How many: ____

City Council Decision: Approved [ ] Denied [ ] Date: ____ Conditions: No [ ] Yes [ ] How many: ____

Manager's Signature: ____ Date: ____

CASE # _____
UDC TEXT/ZONING MAP

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

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

Signature of Applicant **Date** 08/25/2023

Not seeking re-zoning, seeking to amend the UDC with a text amendment, see attached Addendum A.

N/A ☐ 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.

N/A ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).

N/A ☐ 3. A written statement describing the following:

a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
c. The areas which are most likely to be directly affected by such change and the likely effects;
d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
e. The proposed time schedule and phasing for development;
f. The source/method for providing utility/infrastructure services to the property;
g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.

N/A ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:
The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

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

See attached Addendum A.

Disclosure of Campaign Contributions

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

Has the applicant[1] made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating $250 or more or made gifts having in the aggregate a value of $250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ **No** X

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

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

We certify that the foregoing information is true and correct, this 25 day of August, 2023

Michael Rickman
Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25 day of August, 2023

SARAH MUSICK NOTARY EXPIRES GEORGIA May 16, 2025 PUBLIC CARROLL COUNTY

Notary Public

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

ADDENDUM A

Modifications to the Zoning Ordinance

Sec. 8.28 – Shipping Containers

1) Shipping containers shall be considered primary structures under the terms of this ordinance and follow all regulation and restrictions specified herein.
   a) Shipping containers are required to have foundations for footings. All Shipping containers must be located on a structural foundation and have appropriate footings.

2) Shipping containers are only permitted in the CBD, CMU, C2 and I2 zoning districts as Special Exception Uses, requiring annual renewal by the Community Development Director.
   a) Shipping Containers located in commercial zoning districts may only be used for retail, bar/tavern or restaurant uses. Shipping containers shall not be used as ancillary storage or for other non-customer facing functions.
   b) The containers shall not be used for residential purposes.

3) GENERAL TEMPORARY USE AND STRUCTURE STANDARDS APPLICABLE TO ALL ZONING DISTRICTS Temporary Structure Standards. Shipping Containers that are used for temporary occupancy or to be used in conjunction with two or more containers as a cooperative commercial or industrial space shall meet all requirements within this section. The

   a) All temporary structures shall conform to the following requirements:
      i) Applicable Development Standards. Temporary structures must meet all development standards for a permanent accessory structure unless otherwise specified in this section.
      ii) Temporary Structure Time Limits. Any temporary structure used for a permitted primary use may be permitted for up to two (2) years, unless otherwise specified by this ordinance.
      iii) All temporary uses shall occur outside of the right-of-way.

   b) Temporary Use and Structure Standards. Temporary uses and structures are permitted in any zoning district provided that the use is a permitted use in that zoning district.
      i) Permit Requirements. All temporary uses and structures shall require a permit unless otherwise specified in this section. No temporary use or structure, or the related signs, lighting, parking, etc., shall be constructed or placed upon a site prior to all necessary permits being obtained.
      ii) Time Limits. Temporary uses and/or structures that seek extensions of the initial time limits established in this section shall be subject to administrative approval. (1) One (1) year extensions may be granted by the Director who may impose reasonable conditions as part of the approval. A bi-annual renewal of the Temporary Structure Permit by the Community Development Director is required.

August 28th, 2023

224 W Montgomery St
Villa Rica, GA 30180
mr@radga.com

Attn: Ron Johnson
Planning & Zoning City of Villa Rica
571 W Bankhead Hwy Villa Rica, GA 30180

Ron,

Rickman Architecture & Design, with this letter and on behalf of downtown business owners, intends to request a text amendment change to the current Villa Rica Zoning Ordinance. The request asks for the inclusion of the use of Shipping Containers as an acceptable building product for development in downtown Villa Rica. This inclusion will allow for a current project to happen in downtown Villa Rica that brings new businesses but also allow for the flexibility to use these structures in a creative way that will enhance our downtown and attract even more businesses.

We request to amend the zoning ordinance to add Sec. 8.28 - Shipping Containers, enclosed as part of this submission.

Thanks,

Michael Rickman AIA NCARB
Owner, Architect
RAD, Rickman Architecture + Design

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   a) All temporary structures shall conform to the following requirements:
      i) Applicable Development Standards. Temporary structures must meet all development standards for a permanent accessory structure unless otherwise specified in this section.
      ii) Temporary Structure Time Limits. Any temporary structure used for a permitted primary use may be permitted for up to two (2) years, unless otherwise specified by this ordinance.
      iii) All temporary uses shall occur outside of the right-of-way.

   b) Temporary Use and Structure Standards. Temporary uses and structures are permitted in any zoning district provided that the use is a permitted use in that zoning district.
      i) Permit Requirements. All temporary uses and structures shall require a permit unless otherwise specified in this section. No temporary use or structure, or the related signs, lighting, parking, etc., shall be constructed or placed upon a site prior to all necessary permits being obtained.
      ii) Time Limits. Temporary uses and/or structures that seek extensions of the initial time limits established in this section shall be subject to administrative approval. (1) One (1) year extensions may be granted by the Director who may impose reasonable conditions as part of the approval. A bi-annual renewal of the Temporary Structure Permit by the Community Development Director is required.

iii) Removal. All temporary uses and/or structures must be removed and the site reverted to its original condition within the duration of the permit or any extension thereof.

4) DIMENSIONS. Shipping containers may not be more than the standard high cab dimensions (40 feet wide and no more than 8 feet in depth). Rooftop patios and steps leading to the roof of the container are permitted and may exceed the height restrictions stated, but require review and approval from the authority having jurisdiction.
5) QUANTITY. No more than four containers are permissible on a lot at one time. Should additional containers be desired, a site plan shall be prepared and approved by the City Council prior to the colocation of more than one container on a single site. Shipping containers may be stacked vertically, however the peak height shall not exceed 24' from finished elevation of the main level shipping container. No more than two (2) shipping containers may be stacked vertically on any given lot.
6) LOCATION. The containers are permitted no closer than 5 feet to the front, side and rear property lines. All shipping containers shall be at least 5 feet from another structure, including other shipping containers.
    a) All containers shall be located on a hard, dustless surface. Each container project used for commercial purposes is required to have an exterior patio that serves as additional public space.

7) Architectural Standards
    a) All shipping containers used for commercial purposes shall be painted an attractive design.
    b) The use of awnings, canopies and porte-cocheres are encouraged and shall contribute to the overall design aesthetic.
    c) Exterior façade walls shall be cladded in metal, finished wood, cementitious siding, or a combination of.
    d) If shipping containers are used as accessory structures to a primary structure on site, they must be architecturally compatible and similar to the principle structure.
        i) A covered walkway or breezeway is allowed between a primary structure and accessory structure. Such connection shall not be exempt the accessory structure from compliance with the standards of this section.
    e) The name of the business shall be clearly identified via signage on the primary façade of the container.
    f) The use of Shipping Containers as stated in this section will be exempt from the design standards of Sec. 9.04.
    g) All proposed uses of shipping containers must be presented to the Community Development Director through the use of renderings and floor plans and approved in order to proceed.

Sec. 13.01 Definition Section:

SHIPPING CONTAINER: Originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities; and/or Designed for or capable of being mounted or moved by rail, truck or ship by means of being mounted on a chassis or similar transport device. This definition includes the terms "transport containers" and "portable site storage containers" having a similar appearance to and characteristics of cargo containers.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Ratify the Partial Execution of the Compensation and Classification Study
AGENDA DATE: November 14, 2023

DATE PREPARED: October 30, 2023
PREPARED BY: Lena Taylor

AMOUNT: $27,035
GL ACCOUNT #: Various departments' salary line items
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To ratify the partial execution of a compensation and classification plan in accordance with the findings provided by Paypoint HR LLC.

BACKGROUND: The city engaged Paypoint HR, LLC to study our compensation and classification system to recommend changes. The external market survey was distributed to 70 comparator organizations, and we received responses from 19 participants. This response rate falls within the typical range of 5-10% for surveys of this kind, indicating that we were nearing the upper end of the expected response rate. Our implementation team was made up of the City Manager, the Deputy City Manager at the time, HR Director, and Finance Director.

The primary tasks and deliverables included:

1. An examination of our current pay structure and a review of our compensation philosophy.
2. Increasing the minimum wage to $15. This was vital to maintaining competitiveness in the local market. We have guaranteed that the 9 employees who previously earned below this threshold now receive at least the minimum wage with an estimated annual cost of $7,035 which the departments were able to absorb in the FY24 budget.
3. $20,000 was added to the FY 24 payroll budget, which is $20,000 out of the recommended $347,639 with the flexibility to consider additional funding at a later date.
4. Conducted employee outreach through focus groups, which can enhance retention and recruitment by fostering open communication, inclusivity, and employee engagement.
5. The preparation of a new open range pay structure using a 5% separation between grades and 60% spread within each of the 28 grades.
6. An analysis of each job position using Paypoint's Job Assessment Tool, where the JATs were completed by the employee and reviewed by the supervisor. Providing what they call internal equity utilizing Paypoint HR's Compensable Factor System (CFS).

7. The assignment of each position into the new pay structure based on a combination of internal and external equity.
8. If the new annual salary is less than the current salary, then the current salary remains unchanged.
9. Assessing specific job titles and making necessary updates, including modifications to job titles and their corresponding grade assignment.

IMPACT: Engaging Paypoint HR, LLC, with a strong survey response rate, led to crucial changes, including a $15 minimum wage and improved employee engagement, enhancing our competitiveness and equity in pay structures.

MOTION: I move that we ratify the partial execution of the compensation and classification study plan, as presented above, effective retroactively to October 1, 2023.

Pay Grade	Min	Mid	Max
101	12.11	15.74	19.37
103	13.35	17.36	21.36
104	14.02	18.22	22.43
105	14.71	19.13	23.54
106	15.46	20.09	24.72
107	16.22	21.09	25.96
108	17.03	22.14	27.26
109	17.88	23.26	28.62
110	18.78	24.41	30.05
111	19.72	25.64	31.55
112	20.71	26.92	33.13
113	21.75	28.27	34.79
114	22.83	29.67	36.53
115	23.97	31.16	38.36
116	25.17	32.72	40.27
117	26.43	34.36	42.28
118	27.75	36.07	44.39
119	29.14	37.87	46.62
120	30.60	39.77	48.95
121	32.12	41.76	51.40
122	33.73	43.85	53.96
123	35.42	46.04	56.66
124	37.18	48.34	59.49
125	39.04	50.76	62.48
126	40.99	53.30	65.59
130	49.83	64.79	79.73
132	54.94	71.42	87.91
110P	19.61	25.49	31.38
111P	20.59	26.77	32.94
113P	22.70	29.51	36.32
115P	25.03	32.54	40.04
117P	27.59	35.87	44.15
120P	31.94	41.52	51.11

PayGrade	Minimum	Midpoint	Maximum		
1	$ 15.00	$ 19.50	$ 24.00	5%	60%
2	$ 15.75	$ 20.48	$ 25.20	5%	60%
3	$ 16.54	$ 21.50	$ 26.46	5%	60%
4	$ 17.36	$ 22.57	$ 27.78	5%	60%
5	$ 18.23	$ 23.70	$ 29.17	5%	60%
6	$ 19.14	$ 24.89	$ 30.63	5%	60%
7	$ 20.10	$ 26.13	$ 32.16	5%	60%
8	$ 21.11	$ 27.44	$ 33.77	5%	60%
9	$ 22.16	$ 28.81	$ 35.46	5%	60%
10	$ 23.27	$ 30.25	$ 37.23	5%	60%
11	$ 24.43	$ 31.76	$ 39.09	5%	60%
12	$ 25.66	$ 33.35	$ 41.05	5%	60%
13	$ 26.94	$ 35.02	$ 43.10	5%	60%
14	$ 28.28	$ 36.77	$ 45.26	5%	60%
15	$ 29.70	$ 38.61	$ 47.52	5%	60%
16	$ 31.18	$ 40.54	$ 49.89	5%	60%
17	$ 32.74	$ 42.57	$ 52.39	5%	60%
18	$ 34.38	$ 44.69	$ 55.01	5%	60%
19	$ 36.10	$ 46.93	$ 57.76	5%	60%
20	$ 37.90	$ 49.28	$ 60.65	5%	60%
21	$ 39.80	$ 51.74	$ 63.68	5%	60%
22	$ 41.79	$ 54.33	$ 66.86	5%	60%
23	$ 43.88	$ 57.04	$ 70.21	5%	60%
24	$ 46.07	$ 59.89	$ 73.72	5%	60%
25	$ 48.38	$ 62.89	$ 77.40	5%	60%
26	$ 50.80	$ 66.03	$ 81.27	5%	60%
27	$ 53.34	$ 69.34	$ 85.34	5%	60%
28	$ 56.00	$ 72.80	$ 89.60	5%	60%

Paypoint HR

Compensation Study
Villa Rica, Georgia

Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
(443) 336 - 4272

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Executive Summary

External Competitiveness Takeaway

Overall, job titles at the City of Villa Rica are compensated 1.8% below market. Compensation is lagging the market across most departments, as shown below.

Department	Market Position
City Clerk	13.9% below market
City Manager	7.4% below market
Community Development	0.8% above market
Finance	3.7% below market
Goldmine Museum	2.7% below market
Human Resources	4.4% above market
Information Technology	10.6% below market
Library	4.6% below market
Municipal Court	13.3% below market
Parks, Recreation, and Leisure	4.1% below market
Police	4.2% above market
Public Works	5.4% below market
Utilities	0.9% below market
Overall	**1.8% below market**

Recommendations for holistic compensation adjustments for all job titles at the City is delineated in the report. No wage reductions are recommended.

Process

Paypoint HR is pleased to present this comprehensive Compensation Study to the City of Villa Rica, Georgia. The study began with an initial kick-off meeting with the Human Resources Director on March 15, 2023. The Final Report was completed for presentation to the City in Summer 2023.

The point of the Executive Summary is to give an overview of the most important issues and opportunities identified by the consulting team during the study. The reader is highly encouraged to read the document in its entirety to gain an understanding of the recommendations within the report. The study takes into consideration both short and long-term concerns. The intent of the study was to provide the leadership team and Human Resources with a process for ascertaining equitable value of positions on a competitive salary scale. The study compared existing pay to compensation scales of organizations identified to be valid comparators to the City. This report provides a review and update of the classification and compensation plan for the City's employees. Paypoint HR has identified opportunities, but it is up to the City's leadership to determine which are most appropriate and the timing of implementation.

In considering the options for implementation, it is critical to understand the costs and benefits related to each option. By utilizing market data and analysis it is possible to make informed decisions regarding possible changes. However, in addition to the quantitative economic cost and benefit, it is important to consider the social/cultural impact of implementation and management. The City of Villa Rica will need to consider all components in making final decisions.

The study was divided into two parts: a classification phase and a compensation phase. The classification phase included identification, review, and analysis of specific work being performed in various positions. That data was then used to simplify positions and match them to the external market in an "apples to apples" comparison. The compensation phase consisted of an initial baseline analysis and an external market survey of local public organizations to determine what the local labor market pays for specific jobs.

The study included approximately 183 employees within roughly 127 distinct classifications. The study recommendations indicate what actions should be taken to avoid loss of qualified staff and address difficulties in recruiting new employees for the City. In addition, it was expected that the study would recommend adjustments to the City's salary placement procedures, policies, and salary structure, to allow appropriate ongoing compensation administration.

Comprehensive surveys like this establish a credible pay structure that is fair for the work completed and strategically positions the City of Villa Rica competitively in the labor market. The desired result is the improved ability to attract and retain quality staff that perform at high levels to meet the growing demands of the community.

Major Milestones for the Project

An initial kick-off meeting with the Human Resources Director on March 15, 2023. A Kickoff Meeting for department heads was held on April 12, 2023.

Employee Briefing Sessions were held at the City on April 12th through the 14th with groups of employees from all departments to discuss the project, their roles, and to review the job analysis questionnaire.

Paypoint HR conducted a job evaluation for an internal review of job family classifications based on the responses to the PVPs.

An analysis of the existing pay scale was completed.

External Market Comparators were vetted using economic and demographic data to determine which comparators were most like the City to ensure validity.

Internal positions were reviewed, and benchmark positions were selected for inclusion in the external survey.

The external market survey was sent out to a total of 70 comparator organizations and responses from 19 participants were collected. Typical surveys of this type yield a 5-10% response rate.

Survey Respondents

Acworth	Bainbridge City	Calhoun	Conyers
Dallas	Dalton	Douglasville	Dublin
East Point	Fairburn	Fayetteville	Fort Oglethorpe
Lawrenceville	Marietta	Newnan	Powder Springs
Richmond Hills	Suwanee	Tifton	

Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments. The fiscal impact does not factor in associated costs for employee-related benefits.

1. Raise the salary of 33 positions that are below grade minimums, first, at a cost of $43,589.

2. Raise the salary of 27 positions that are *substantially* below market, second, at a cost of $172,893.

3. Raise the salary of 31 positions that are below market, third, at a cost of $131,157.

Comparators

Purpose

To determine economically comparable organizations for inclusion in the external market study by comparing economic metrics of Villa Rica to those of similar communities.

Methodology

The goal was to understand how each of the eighty (80) identified communities compared with Villa Rica. The six (6) metrics that were chosen for evaluation were population, unemployment rate, labor force participation rate, median household income, cost of living adjustment, and median housing price. Each metric was assumed to be equally important and were examined individually and in combination.

A statistic was produced for each metric by first taking the absolute value of the difference between the metric for a similar community and the same metric for Villa Rica, for example, the difference between the population of Villa Rica and Douglasville. The difference was then divided by the standard deviation to understand how the difference varied for each similar community in relation to the sample population of the eighty (80) communities as a whole.

If any of the metrics had a value in excess of three standard deviations, then the community was considered to not be a good comparator for Villa Rica – highlighted in **red** below.

From a statistical perspective, Chebyshev's Inequality Theorem indicates that 88.8% of all data values would be within three (3) standard deviations of the mean for a generic distribution. If a normal distribution exists, then values less than three (3) standard deviations account for 99.73% of the population. The choice of comparison is therefore statistically sound and appropriate.

A summary table of these calculations is presented in the following tables. (Sample calculations are also presented.)

Table 1 – Potential Comparators – Proximity

Acworth	Brookhaven	Carrollton	Cartersville
Cedartown	College Park	Dallas	Douglasville
Dunwoody	East Point	Fairburn	Fayetteville
Forest Park	Holly Springs	Kennesaw	Marietta
Milton	Newnan	Peachtree City	Powder Springs
Riverdale	Rome	Roswell	Sandy Springs
Smyrna	South Fulton	Stonecrest	Union City
Woodstock			

Table 2 – Potential Comparators – Similar Size

Americus	Bainbridge	Braselton	Brunswick
Buford	Cairo	Calhoun	Chamblee
Clarkston	Conyers	Cordele	Covington
Dalton	Decatur	Doraville	Douglas
Dublin	Duluth	Fort Oglethorpe	Garden City
Griffin	Grovetown	Hinesville	Jefferson
Kingsland	LaGrange	Lawrenceville	Lilburn
Loganville	Lovejoy	McDonough	Milledgeville
Monroe	Moultrie	Norcross	Perry
Pooler	Port Wentworth	Richmond Hill	Rincon
Snellville	St. Marys	Statesboro	Stockbridge
Sugar Hill	Suwanee	Thomasville	Tifton
Vidalia	Waycross	Winder	

For reference:

Population
- Villa Rica – 16,863
- Georgia – 10,625,615
- United States – 332,639,000

Median Housing Price (MHP)
- Villa Rica - $178,900
- Georgia - $206,700
- United States - $244,900

Median Household Income (MHI)
- Villa Rica - $76,544
- Georgia - $65,030
- United States - $69,021

Cost of Living Adjustment (COLA)
- Villa Rica – 95
- Georgia – 94
- United States – 100

Annualized Unemployment Rate (U Rate)
- Villa Rica – 3.3%
- Georgia – 3.5%
- United States – 3.5%

Annualized Labor Force Participation Rate (LFP Rate)
- Villa Rica – 69.8%
- Georgia – 63.6%
- United States – 63.6%

Table 3 - Economic Data of the Villa Rica and Potential Comparators

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Villa Rica	16,863	$178,900	$76,544	95	3.3%	69.8%
Proximity (<50 mi)						
Acworth	22,330	$219,200	$72,788	99	2.9%	70.5%
Brookhaven	**54,902**	$548,600	$105,464	122	2.5%	78.4%
Carrollton	26,773	$189,300	$44,049	92	4.1%	58.5%
Cartersville	22,626	$232,100	$62,510	96	2.2%	62.8%
Cedartown	10,091	$111,700	$28,430	86	5.6%	59.1%
College Park	14,032	$244,200	$43,554	94	**8.9%**	74.8%
Dallas	13,704	$174,000	$50,245	96	1.8%	62.7%
Douglasville	34,410	$214,300	$61,729	97	4.4%	68.1%
Dunwoody	51,103	$468,000	$97,868	119	1.5%	68.8%
East Point	37,895	$177,500	$50,371	95	5.1%	70.0%
Fairburn	16,215	$170,700	$58,741	94	3.6%	71.6%
Fayetteville	18,633	$257,400	$73,998	100	4.3%	60.4%
Forest Park	19,856	$82,400	$37,370	87	4.9%	56.9%
Holly Springs	15,784	$312,600	$98,651	107	3.7%	71.8%
Kennesaw	33,036	$225,500	$73,977	100	4.1%	70.7%
Marietta	60,962	$330,700	$62,585	105	2.8%	67.7%
Milton	40,487	**$561,000**	$136,020	**129**	3.0%	72.6%
Newnan	41,598	$233,900	$71,630	98	2.7%	68.0%
Peachtree City	37,867	$368,300	$103,374	112	2.1%	60.6%
Powder Springs	16,698	$199,100	$78,912	97	3.7%	68.5%
Riverdale	15,013	$119,200	$57,920	89	2.0%	68.0%
Rome	37,509	$164,500	$40,000	90	2.8%	55.2%
Roswell	**92,688**	$408,700	$111,214	115	2.8%	70.0%
Sandy Springs	**106,605**	$490,200	$86,548	118	2.5%	73.8%
Smyrna	55,460	$328,600	$83,029	107	3.1%	77.5%
South Fulton	**107,436**	$345,100	$77,635	107	3.8%	68.8%
Stonecrest	58,602	$147,000	$57,226	94	5.6%	70.7%

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Union City	26,273	$169,700	$42,383	93	3.2%	70.6%
Woodstock	33,857	$290,300	$92,648	106	2.5%	75.6%
Similar Size						
Americus	16,144	$101,500	$33,069	84	5.1%	59.7%
Bainbridge	14,210	$111,200	$40,544	84	4.2%	51.2%
Braselton	12,833	$332,500	$110,253	106	1.6%	70.1%
Brunswick	14,774	$105,800	$29,362	102	3.8%	54.6%
Buford	16,811	$265,600	$54,321	100	2.5%	57.7%
Cairo	10,095	$115,200	$36,442	86	1.5%	52.7%
Calhoun	16,920	$176,700	$39,578	89	1.5%	59.9%
Chamblee	29,894	$332,400	$72,960	107	2.2%	77.9%
Clarkston	14,455	$164,200	$48,643	96	7.3%	72.7%
Conyers	17,101	$161,900	$47,280	94	6.4%	66.8%
Cordele	10,316	$77,700	$27,922	82	7.6%	58.3%
Covington	14,065	$179,400	$43,881	93	3.0%	61.4%
Dalton	34,255	$155,600	$49,656	86	3.3%	64.9%
Decatur	24,334	**$583,900**	$123,617	**128**	3.0%	67.2%
Doraville	10,611	$251,100	$56,542	101	1.4%	72.2%
Douglas	11,680	$109,600	$36,436	84	1.4%	54.2%
Dublin	16,067	$127,300	$34,970	84	3.0%	46.7%
Duluth	31,056	$279,000	$77,516	105	3.2%	71.4%
Fort Oglethorpe	10,196	$138,100	$42,333	84	3.2%	54.6%
Garden City	10,263	$129,700	$46,250	92	6.3%	69.2%
Griffin	23,300	$157,000	$38,972	91	2.8%	60.0%
Grovetown	15,608	$164,900	$63,860	94	0.8%	65.4%
Hinesville	34,733	$136,100	$49,363	91	6.1%	65.4%
Jefferson	12,727	$255,500	$82,692	97	1.1%	65.9%
Kingsland	18,217	$176,200	$60,787	108	2.1%	67.2%
LaGrange	31,053	$131,500	$37,007	92	3.3%	62.5%
Lawrenceville	30,299	$216,800	$51,242	97	4.7%	68.4%

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Lilburn	14,424	$212,700	$58,900	97	2.8%	64.6%
Loganville	13,810	$228,800	$72,820	97	3.1%	68.9%
Lovejoy	10,208	$153,800	$54,232	92	3.8%	61.6%
McDonough	28,574	$191,700	$73,215	97	5.0%	69.2%
Milledgeville	17,278	$144,200	$36,053	88	3.8%	**45.2%**
Monroe	14,675	$161,400	$39,015	91	5.6%	55.5%
Moultrie	14,621	$115,100	$33,929	83	6.0%	56.5%
Norcross	17,413	$281,300	$70,403	103	2.4%	74.3%
Perry	20,227	$156,800	$62,789	88	3.5%	61.6%
Pooler	25,284	$234,100	$84,111	99	4.9%	75.0%
Port Wentworth	10,502	$156,900	$77,093	91	**9.3%**	80.9%
Richmond Hill	15,900	$223,400	$77,878	101	4.1%	73.4%
Rincon	10,662	$184,800	$66,355	94	4.9%	71.3%
Snellville	20,475	$206,900	$83,691	96	3.1%	63.7%
St. Marys	18,200	$211,000	$64,239	111	2.9%	56.6%
Statesboro	32,400	$126,700	$35,353	89	7.3%	56.9%
Stockbridge	28,567	$204,100	$61,939	96	4.9%	72.4%
Sugar Hill	24,599	$277,700	$89,583	103	2.6%	71.4%
Suwanee	20,629	$345,600	$99,022	112	3.1%	76.7%
Thomasville	18,844	$164,000	$44,063	91	2.4%	63.9%
Tifton	17,112	$139,000	$37,319	85	1.1%	56.2%
Vidalia	10,641	$123,000	$42,873	85	4.0%	49.2%
Waycross	13,898	$71,800	$31,151	98	2.3%	**44.9%**
Winder	17,768	$190,100	$57,708	93	5.1%	66.4%

Table 4 – Statistics of Potential Comparators

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Proximity						
Acworth	0.28	0.37	0.16	0.39	0.23	0.09
Brookhaven	1.97	**3.39**	1.21	2.65	0.46	1.07
Carrollton	0.51	0.10	1.36	0.29	0.46	1.40
Cartersville	0.30	0.49	0.59	0.10	0.63	0.87
Cedartown	0.35	0.62	2.01	0.88	1.33	1.33
College Park	0.15	0.60	1.38	0.10	**3.23**	0.62
Dallas	0.16	0.04	1.10	0.10	0.87	0.88
Douglasville	0.91	0.32	0.62	0.20	0.63	0.21
Dunwoody	1.77	2.65	0.89	2.36	1.04	0.12
East Point	1.09	0.01	1.09	0.00	1.04	0.02
Fairburn	0.03	0.08	0.74	0.10	0.17	0.22
Fayetteville	0.09	0.72	0.11	0.49	0.58	1.17
Forest Park	0.15	0.89	1.64	0.79	0.92	1.60
Holly Springs	0.06	1.23	0.92	1.18	0.23	0.25
Kennesaw	0.84	0.43	0.11	0.49	0.46	0.11
Marietta	2.28	1.39	0.58	0.98	0.29	0.26
Milton	1.22	**3.50**	2.48	**3.34**	0.17	0.35
Newnan	1.28	0.50	0.21	0.29	0.35	0.22
Peachtree City	1.09	1.74	1.12	1.67	0.69	1.14
Powder Springs	0.01	0.19	0.10	0.20	0.23	0.16
Riverdale	0.10	0.55	0.78	0.59	0.75	0.22
Rome	1.07	0.13	1.53	0.49	0.29	1.81
Roswell	**3.92**	2.11	1.45	1.96	0.29	0.02
Sandy Springs	**4.64**	2.86	0.42	2.26	0.46	0.50
Smyrna	2.00	1.37	0.27	1.18	0.12	0.96
South Fulton	**4.69**	1.52	0.05	1.18	0.29	0.12
Stonecrest	2.16	0.29	0.81	0.10	1.33	0.11
Union City	0.49	0.08	1.43	0.20	0.06	0.10
Woodstock	0.88	1.02	0.67	1.08	0.46	0.72

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Similar Size						
Americus	0.04	0.71	1.81	1.08	1.04	1.25
Bainbridge	0.14	0.62	1.50	1.08	0.52	2.31
Braselton	0.21	1.41	1.41	1.08	0.98	0.04
Brunswick	0.11	0.67	1.97	0.69	0.29	1.89
Buford	0.00	0.80	0.93	0.49	0.46	1.50
Cairo	0.35	0.58	1.67	0.88	1.04	2.12
Calhoun	0.00	0.02	1.54	0.59	1.04	1.23
Chamblee	0.67	1.41	0.15	1.18	0.63	1.01
Clarkston	0.12	0.13	1.16	0.10	2.31	0.36
Conyers	0.01	0.16	1.22	0.10	1.79	0.37
Cordele	0.34	0.93	2.03	1.28	2.48	1.43
Covington	0.14	0.00	1.36	0.20	0.17	1.04
Dalton	0.90	0.21	1.12	0.88	0.00	0.61
Decatur	0.39	**3.71**	1.97	**3.24**	0.17	0.32
Doraville	0.32	0.66	0.84	0.59	1.10	0.30
Douglas	0.27	0.64	1.67	1.08	1.10	1.94
Dublin	0.04	0.47	1.74	1.08	0.17	2.87
Duluth	0.73	0.92	0.04	0.98	0.06	0.20
Fort Oglethorpe	0.34	0.37	1.43	1.08	0.06	1.89
Garden City	0.34	0.45	1.26	0.29	1.73	0.07
Griffin	0.33	0.20	1.57	0.39	0.29	1.22
Grovetown	0.06	0.13	0.53	0.10	1.44	0.55
Hinesville	0.92	0.39	1.13	0.39	1.62	0.55
Jefferson	0.21	0.70	0.26	0.20	1.27	0.48
Kingsland	0.07	0.02	0.66	1.28	0.69	0.32
LaGrange	0.73	0.43	1.65	0.29	0.00	0.91
Lawrenceville	0.70	0.35	1.06	0.20	0.81	0.17
Lilburn	0.13	0.31	0.74	0.20	0.29	0.65
Loganville	0.16	0.46	0.16	0.20	0.12	0.11
Lovejoy	0.34	0.23	0.93	0.29	0.29	1.02

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
McDonough	0.61	0.12	0.14	0.20	0.98	0.07
Milledgeville	0.02	0.32	1.69	0.69	0.29	3.05
Monroe	0.11	0.16	1.57	0.39	1.33	1.78
Moultrie	0.12	0.59	1.78	1.18	1.56	1.65
Norcross	0.03	0.94	0.26	0.79	0.52	0.56
Perry	0.17	0.20	0.57	0.69	0.12	1.02
Pooler	0.44	0.51	0.32	0.39	0.92	0.65
Port Wentworth	0.33	0.20	0.02	0.39	3.46	1.38
Richmond Hill	0.05	0.41	0.06	0.59	0.46	0.45
Rincon	0.32	0.05	0.43	0.10	0.92	0.19
Snellville	0.19	0.26	0.30	0.10	0.12	0.76
St. Marys	0.07	0.29	0.51	1.57	0.23	1.64
Statesboro	0.80	0.48	1.72	0.59	2.31	1.60
Stockbridge	0.61	0.23	0.61	0.10	0.92	0.32
Sugar Hill	0.40	0.91	0.54	0.79	0.40	0.20
Suwanee	0.19	1.53	0.94	1.67	0.12	0.86
Thomasville	0.10	0.14	1.36	0.39	0.52	0.73
Tifton	0.01	0.37	1.64	0.98	1.27	1.69
Vidalia	0.32	0.51	1.41	0.98	0.40	2.56
Waycross	0.15	0.98	1.90	0.29	0.58	3.09
Winder	0.05	0.10	0.79	0.20	0.29	0.42

Sample Calculation

Sample Calculation for Douglasville

Population Statistic
Maximum Population = 107,436 (South Fulton)
Minimum Population = 10,091 (Cedartown)
Villa Rica Population = 16,863
Douglasville Population = 34,410

Sample Average = 25,655
Sample Standard Deviation = 19,325

$$Statistic = \frac{|Villa\ Rica - Douglasville|}{s}$$

$$Statistic = \frac{|16{,}863 - 34{,}410|}{19{,}325}$$

$$Statistic = 0.91$$

Benchmark Positions

Benchmark positions are normally chosen to reflect a broad spectrum of class levels. The positions that are selected normally include classes that are most likely to be found in other similar agencies and will therefore provide a sufficient and valid sample for analysis.

Benchmark positions, highlighted in **green**, are selected to encompass the entire range of positions from the beginning of the pay ranges to the end and equally interspersed among the pay scale.

In Table 5 through Table 17, the benchmark positions used in the external survey are presented. From this list of benchmark positions, all job titles considered in this audit were examined.

Table 5 – Benchmark Positions – City Clerk

Job Title	Job Title
Assistant City Clerk	City Clerk

Table 6 – Benchmark Positions – City Manager

Job Title	Job Title
City Manager	Public Information Officer
Deputy City Manager / CFO	Special Projects Manager
Events Manager	Tourism Manager
Main Street Manager	

Table 7 – Benchmark Positions – Community Development

Job Title	Job Title
Administrative Assistant	City Engineer
Building & Project Manager	Code Enforcement Manager
Building Inspector	Code Enforcement Officer
Building Maintenance Technician	Community Development Director
Building Project Maintenance Specialist	Custodian
Chief Building Official	Custodian Lead

Deputy Community Development Director	Planning & Zoning Administrator
Licensing & Permitting Clerk	Planning & Zoning Specialist
Licensing Specialist	Senior Building Inspector
Permit Specialist	

Table 8 – Benchmark Positions – Finance

Job Title	Job Title
Accounting Manager	Customer Service Manager
Accounts Payable Clerk	Finance Director
Assistant Finance Director	Meter Technician

Table 9 – Benchmark Positions – Goldmine Museum

Job Title	Job Title
Museum Assistant	Museum Manager
Museum Coordinator	

Table 10 – Benchmark Positions – Human Resources

Job Title	Job Title
HR Director	HR Manager
HR Generalist	

Table 11 – Benchmark Positions – Information Technology

Job Title	Job Title
IT Director	IT Technician

Table 12 – Benchmark Positions – Library

Job Title	Job Title
Assistant Library Manager	Library Manager
Library Assistant I	

Table 13 – Benchmark Positions – Municipal Court

Job Title	Job Title
Assistant Clerk of Court	Clerk of Court

Table 14 – Benchmark Positions – Parks, Recreation, and Leisure

Job Title	Job Title
Administrative Manager	Director of Parks, Recreation, and Leisure
Athletic Assistant	Program Assistant
Athletic Coordinator	Program Leader
Athletic Maintenance Crew Leader	Programs Manager
Athletic Maintenance Technician	Recreational Programmer
Athletic Manager	Senior Center Assistant
Athletic Specialist - Soccer	Senior Center Driver
Customer Service Representative - Recreation	Senior Center Manager

Table 15 – Benchmark Positions – Police

Job Title	Job Title
Administrative Coordinator	Police Officer
Captain - CID	Police Officer - Court/Events
Captain - Patrol	Police Officer - Detail Guard
Certification Manager	Police Officer - K9
CID - Detective	Police Officer in Training
CID - ID Technician	Police Recruit
Corporal	School Resource Officer
Customer Service Representative	Sergeant
Drug Task Officer	Sergeant - CID
GCIC Specialist	Sergeant - K9
Lieutenant - Patrol	Sergeant - SRO
Police Chief	Sergeant - Training

Table 16 – Benchmark Positions – Public Works

Job Title	Job Title
Auto Mechanic	Sign Technician
Community Service Supervisor	**Site Inspector**
Crew Leader - Grounds Maintenance	**Solid Waste Manager**
Deputy Public Works Director	Stormwater Manager
Equipment Operator - Solid Waste	**Streets Manager**
Equipment Operator - Streets	**Technician - Grounds Maintenance**
Fleet Manager	**Technician - Solid Waste**
Grounds Maintenance Manager	**Technician - Stormwater**
Lube Technician	**Technician – Streets**
Public Works Director	

Table 17 – Benchmark Positions – Utilities

Job Title	Job Title
Crew Leader - Distribution & Collection	**Wastewater Lead Mechanic**
Deputy Utility Director	Wastewater Lead Operator
Distribution & Collection Manager	**Wastewater Mechanic**
Equipment Operator - Distribution & Collection	**Wastewater Operator in Training**
FOG / Pretreatment	Wastewater Plant Manager
Technician - Distribution & Collection	**Water Class I Operator**
Utility Director	**Water Class II Operator**
Utility Locator	**Water Class III Operator**
Wastewater Class I Operator	Water Lead Operator
Wastewater Class II Operator	Water Operator in Training
Wastewater Class III Operator	**Water Plant Manager**
Wastewater Lab Analyst	

Current Salary Schedule – General

Paypoint reviewed the salary schedule for General, non-Police, job titles, presented in Table 18. Midpoints for each salary grade have also been calculated for comparison with external market data.

Spread measures the percentage difference between the maximum and minimum salary for a position. It is also an indication of the lateral progression available to an employee within their job title. A narrow spread often leads to wage compression as the maximum salary is quickly achieved. A narrow spread can also lead to low morale and high turnover as economic advancement is limited.

Table 18 – Current Salary Schedule – General

Current Grade	Min	Mid	Max
101	$12.11	$15.74	$19.37
102	$12.71	$16.53	$20.34
103	$13.35	$17.35	$21.36
104	$14.01	$18.22	$22.42
105	$14.72	$19.13	$23.54
106	$15.45	$20.09	$24.72
107	$16.22	$21.09	$25.96
108	$17.03	$22.15	$27.26
109	$17.89	$23.25	$28.62
110	$18.78	$24.42	$30.05
111	$19.72	$25.64	$31.55
112	$20.71	$26.92	$33.13
113	$21.74	$28.26	$34.79
114	$22.83	$29.68	$36.53
115	$23.97	$31.16	$38.35
116	$25.17	$32.72	$40.27
117	$26.43	$34.35	$42.28

Current Grade	Min	Mid	Max
118	$27.75	$36.07	$44.40
119	$29.14	$37.88	$46.62
120	$30.59	$39.77	$48.95
121	$32.12	$41.76	$51.39
122	$33.73	$43.85	$53.96
123	$35.41	$46.04	$56.66
124	$37.18	$48.34	$59.50
125	$39.04	$50.76	$62.47
126	$41.00	$53.30	$65.59
127	$43.05	$55.96	$68.87
128	$45.20	$58.76	$72.32
129	$47.46	$61.70	$75.93
130	$49.83	$64.78	$79.73
131	$52.32	$68.02	$83.72
132	$54.94	$71.42	$87.90

The salary schedule from Table 18 has a consistent spread ranging of 60% as is shown in Table 19. It is important that the spread is consistent amongst all employees so that all positions have a relatively equal advancement opportunity.

Table 19 – Current Spread and Ladders – General

Current Grade	Spread	Min Ladder	Mid Ladder	Max Ladder
101	60.0%			
102	60.0%	5.0%	5.0%	5.0%
103	60.0%	5.0%	5.0%	5.0%
104	60.0%	5.0%	5.0%	5.0%
105	60.0%	5.0%	5.0%	5.0%
106	60.0%	5.0%	5.0%	5.0%
107	60.0%	5.0%	5.0%	5.0%

Current Grade	Spread	Min Ladder	Mid Ladder	Max Ladder
108	60.0%	5.0%	5.0%	5.0%
109	60.0%	5.0%	5.0%	5.0%
110	60.0%	5.0%	5.0%	5.0%
111	60.0%	5.0%	5.0%	5.0%
112	60.0%	5.0%	5.0%	5.0%
113	60.0%	5.0%	5.0%	5.0%
114	60.0%	5.0%	5.0%	5.0%
115	60.0%	5.0%	5.0%	5.0%
116	60.0%	5.0%	5.0%	5.0%
117	60.0%	5.0%	5.0%	5.0%
118	60.0%	5.0%	5.0%	5.0%
119	60.0%	5.0%	5.0%	5.0%
120	60.0%	5.0%	5.0%	5.0%
121	60.0%	5.0%	5.0%	5.0%
122	60.0%	5.0%	5.0%	5.0%
123	60.0%	5.0%	5.0%	5.0%
124	60.0%	5.0%	5.0%	5.0%
125	60.0%	5.0%	5.0%	5.0%
126	60.0%	5.0%	5.0%	5.0%
127	60.0%	5.0%	5.0%	5.0%
128	60.0%	5.0%	5.0%	5.0%
129	60.0%	5.0%	5.0%	5.0%
130	60.0%	5.0%	5.0%	5.0%
131	60.0%	5.0%	5.0%	5.0%
132	60.0%	5.0%	5.0%	5.0%

Ladders define the percentage salary difference between consecutive groups of job titles. Ladders can be used to differentiate employees with different knowledge, skills, and abilities and motivate career advancement. The ladders, that is, the percent difference between consecutive minimums, consecutive midpoints, and consecutive maximums, is a consistent 5.0%. It is recommended that the ladders be consistent between grades.

Current Salary Schedule – Police

Paypoint reviewed the salary plan for job titles compensated according to the 2230-hour Police salary scale which is presented in Table 20. Midpoints for each salary grade have also been calculated for comparison with external market data.

Table 20 – Current Salary Schedule – Police

Current Grade	Min	Mid	Max
110P	$19.61	$25.49	$31.38
111P	$20.59	$26.77	$32.94
113P	$22.70	$29.51	$36.32
115P	$25.03	$32.54	$40.04
117P	$27.59	$35.87	$44.15
119P	$30.42	$39.55	$48.67
120P	$31.94	$41.52	$51.11

Table 21 – Current Spread and Ladders – Police

Current Grade	Spread	Min Ladder	Mid Ladder	Max Ladder
110P	60.0%			
111P	60.0%	5.0%	5.0%	5.0%
113P	60.0%	10.3%	10.3%	10.3%
115P	60.0%	10.3%	10.3%	10.3%
117P	60.0%	10.3%	10.3%	10.3%
119P	60.0%	10.3%	10.3%	10.3%
120P	60.0%	5.0%	5.0%	5.0%

The salary schedule from Table 20 has a consistent spread of 60% as is shown in Table 21. It is important that the spread is consistent amongst all employees so that all positions have a relatively equal advancement opportunity.

The ladders, that is, the percent difference between consecutive minimums, consecutive midpoints, and consecutive maximums, ranges from 5.0% to 10.3%. However, the number series used is non-consecutive which may explain the variation. It is recommended that the ladders be consistent.

Overall Salary Distribution

The salary distribution for all employees is shown in Figure 1. The label "Percentage of Employees" on the ordinate y-axis reflects the total number of employees. The three departments with more than 10% of the workforce, Police, Public Works, and Utilities, are highlighted.

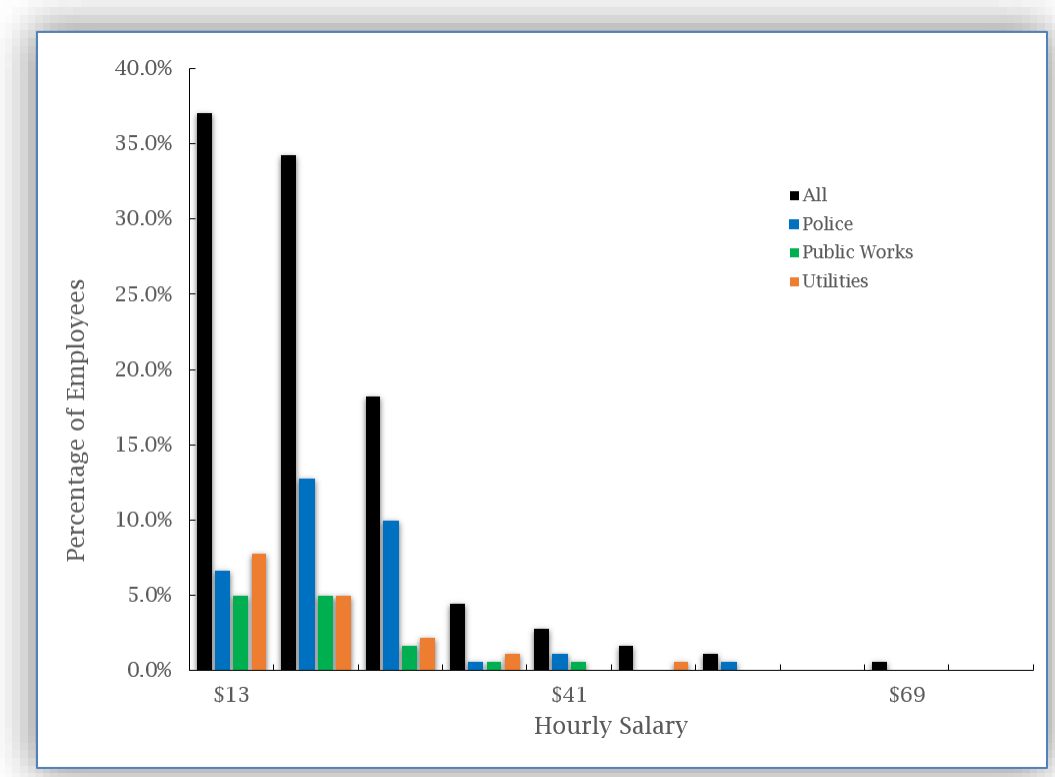

Figure 1 – Salary Distribution

A clear bimodal pattern does not exist overall or for the identified departments which would demonstrate a two-tier compensation structure overall or for the highlighted departments. It is preferable if there is a clear broad-banded bimodal distribution, that is, two bell curves, demonstrating both separation between supervisory and non-supervisory compensation and career progression within these two groups.

The concentration of employees in the upper end, top 20%, of the salary range (1 of 181, 0.6%) in comparison to the lower end is low, meaning that the organization is not top-heavy with respect to compensation.

Distribution Observations

Table 22 examines salaries of all employees with respect to the maximum and minimum of each job title. In Table 23 the distribution of salaries above or below the midpoint of each job title is presented.

Table 22 – Employees Near Min/Max

Current Grade	Staff #	# near Min	% near Min	# near Max	% near Max
101	7	0	0.0%	0	0.0%
102	0	0	-	0	-
103	12	4	33.3%	0	0.0%
104	14	2	14.3%	0	0.0%
105	9	6	66.7%	0	0.0%
106	4	1	25.0%	0	0.0%
107	14	6	42.9%	0	0.0%
108	7	0	0.0%	0	0.0%
109	7	6	85.7%	0	0.0%
110	14	4	28.6%	0	0.0%
111	5	2	40.0%	0	0.0%
112	4	0	0.0%	0	0.0%
113	11	2	18.2%	0	0.0%
114	2	0	0.0%	0	0.0%
115	9	0	0.0%	0	0.0%
116	4	0	0.0%	0	0.0%
117	4	0	0.0%	0	0.0%
118	0	0	-	0	-
119	3	0	0.0%	0	0.0%
120	2	0	0.0%	0	0.0%

Current Grade	Staff #	# near Min	% near Min	# near Max	% near Max
121	1	0	0.0%	0	0.0%
122	4	0	0.0%	0	0.0%
123	1	0	0.0%	0	0.0%
124	2	0	0.0%	0	0.0%
125	3	0	0.0%	0	0.0%
126	1	0	0.0%	0	0.0%
127	0	0	-	0	-
128	0	0	-	0	-
129	0	0	-	0	-
130	1	0	0.0%	0	0.0%
131	0	0	-	0	-
132	1	0	0.0%	0	0.0%
110P	3	3	100.0%	0	0.0%
111P	1	1	100.0%	0	0.0%
113P	**22**	**5**	**22.7%**	0	0.0%
115P	4	1	25.0%	0	0.0%
117P	4	2	50.0%	0	0.0%
119P	0	0	-	0	-
120P	1	0	0.0%	0	0.0%
Overall	**181**	**45**	**24.9%**	0	0.0%

Table 23 – Employees Near Midpoint

Current Grade	Staff #	Below Mid	Below Mid %	Above Mid	Above Mid %
101	7	5	71.4%	2	28.6%
102	0	0	-	0	-
103	**12**	**12**	**100.0%**	0	0.0%
104	**14**	**14**	**100.0%**	0	0.0%
105	9	7	77.8%	2	22.2%
106	4	4	100.0%	0	0.0%
107	**14**	**14**	**100.0%**	0	0.0%
108	7	5	71.4%	2	28.6%
109	7	7	100.0%	0	0.0%
110	**14**	**14**	**100.0%**	0	0.0%
111	5	5	100.0%	0	0.0%
112	4	3	75.0%	1	25.0%
113	**11**	**10**	**90.9%**	1	9.1%
114	2	2	100.0%	0	0.0%
115	9	9	100.0%	0	0.0%
116	4	4	100.0%	0	0.0%
117	4	4	100.0%	0	0.0%
118	0	0	-	0	-
119	3	3	100.0%	0	0.0%
120	2	2	100.0%	0	0.0%
121	1	1	100.0%	0	0.0%
122	4	4	100.0%	0	0.0%
123	1	1	100.0%	0	0.0%
124	2	2	100.0%	0	0.0%
125	3	3	100.0%	0	0.0%

Current Grade	Staff #	Below Mid	Below Mid %	Above Mid	Above Mid %
126	1	0	0.0%	1	100.0%
127	0	0	-	0	-
128	0	0	-	0	-
129	0	0	-	0	-
130	1	1	100.0%	0	0.0%
131	0	0	-	0	-
132	1	0	0.0%	1	100.0%
110P	3	3	100.0%	0	0.0%
111P	1	1	100.0%	0	0.0%
113P	**22**	**22**	**100.0%**	0	0.0%
115P	4	4	100.0%	0	0.0%
117P	4	4	100.0%	0	0.0%
119P	0	0	-	0	-
120P	1	1	100.0%	0	0.0%
Overall	**181**	**171**	**94.5%**	10	5.5%

Observations

- In grades 103, 107, 110, and 113P and for the City as a whole, a high concentration of employees (1 in 5 or 20%) are near the respective minimums. A high concentration of employees at the extremes can lead to or be the cause of systemic employment issues including low morale, retention, etc.

- In grades 103, 104, 107, 110, 113, and 113P and for the City as a whole, a high concentration of employees (2 in 3 or 66.6%) are below the respective midpoint. A high concentration of employees below or above the midpoint can lead to or be the cause of compression, ineffective salary scales, wage stagnation, etc.

Compensable Factor Score from Position Vantage Point

To assist in determining the internal hierarchy of positions in the City, department heads participated in the Position Vantage Point Job Survey. Questions asked in the PVP are divided into four areas: Background, Authority, Skill, and Environment. In these four areas, the following compensable factors were examined:

Education	Complexity
Certifications	Independence
Work Duties	Impact
Work Experience	Physical
Financial Authority	Working Conditions
Supervision	Interaction

Job descriptions were consulted to update both the minimum education level and minimum experience level required for each position. The responses were then evaluated, producing the Compensable Factor Score (CFS) as shown below. For positions where there was insufficient data from the employee/manager survey, job descriptions were consulted to fill out the survey.

Table 24 – Compensable Factor Score

Position Classification	CFS Score
City Manager	7245
Deputy City Manager / CFO	3684
Police Chief	1002
Public Works Director	645.7
Utility Director	616.1
City Engineer	493.1
Finance Director	418.5
HR Director	410.4
IT Director	385.0
Director of Parks, Recreation, and Leisure	347.1

Position Classification	CFS Score
Community Development Director	327.8
Captain - Patrol	312.6
Captain - CID	278.7
Chief Building Official	233.2
Deputy Public Works Director	230.1
Lieutenant - Patrol	169.5
Deputy Utility Director	151.2
Special Projects Manager	145.8
Assistant Finance Director	143.9
Planning & Zoning Administrator	136.0
Wastewater Plant Manager	124.8
Water Plant Manager	124.8
City Clerk	110.8
Sergeant	102.9
Sergeant - Training	101.7
Building & Project Manager	98.7
Accounting Manager	98.6
Sergeant - CID	97.8
Sergeant - SRO	90.9
Sergeant - K9	90.8
Library Manager	76.0
Stormwater Manager	75.6
HR Manager	72.8
Customer Service Manager	71.8
Athletic Manager	70.4
Distribution & Collection Manager	70.3

Position Classification	CFS Score
Solid Waste Manager	68.8
Tourism Manager	67.6
Code Enforcement Manager	67.0
Drug Task Officer	66.4
Corporal	64.4
Certification Manager	60.8
CID - Detective	58.0
Streets Manager	53.4
Wastewater Lead Operator	53.3
Water Lead Operator	53.3
Events Manager	50.5
HR Generalist	49.5
Public Information Officer	49.0
Fleet Manager	48.1
Museum Manager	47.4
Site Inspector	46.6
Police Officer - K9	46.3
Police Officer - Detail Guard	46.0
Police Officer	43.4
School Resource Officer	43.0
Grounds Maintenance Manager	42.6
Grounds Maintenance Manager	42.6
Programs Manager	41.2
Senior Center Manager	40.1
Administrative Manager	40.0
Police Officer - Court/Events	39.5

Position Classification	CFS Score
Wastewater Lead Mechanic	39.4
Assistant Library Manager	39.0
Wastewater Class I Operator	38.6
Water Class I Operator	38.6
Building Inspector	36.0
Main Street Manager	33.9
Wastewater Mechanic	32.5
Crew Leader - Grounds Maintenance	32.0
Police Officer in Training	31.8
Code Enforcement Officer	31.6
IT Technician	31.3
Wastewater Class II Operator	31.0
Water Class II Operator	31.0
Crew Leader - Distribution & Collection	28.8
Wastewater Lab Analyst	28.7
Athletic Maintenance Crew Leader	29.1
FOG / Pretreatment	28.3
Wastewater Class III Operator	27.5
Water Class III Operator	27.5
Clerk of Court	27.0
Auto Mechanic	26.5
Athletic Coordinator	26.1
Police Recruit	26.0
CID - ID Technician	24.4
Permit Specialist	23.8
Museum Coordinator	23.5

Position Classification	CFS Score
Administrative Coordinator	23.1
Equipment Operator - Distribution & Collection	23.0
Licensing Specialist	22.1
Recreational Programmer	21.8
Building Project Maintenance Specialist	21.7
Community Service Supervisor	21.4
Wastewater Operator in Training	19.9
Water Operator in Training	19.9
GCIC Specialist	19.6
Administrative Assistant	19.2
Equipment Operator - Solid Waste	19.0
Equipment Operator - Streets	18.8
Utility Locator	18.7
Technician - Stormwater	18.6
Assistant City Clerk	17.9
Assistant Clerk of Court	17.8
Accounts Payable Clerk	17.3
Technician - Distribution & Collection	15.7
Custodian Lead	15.4
Sign Technician	15.0
Customer Service Representative	14.4
Lube Technician	14.1
Technician - Solid Waste	13.7
Athletic Maintenance Technician	13.4
Program Leader	13.3
Technician - Streets	13.1

Position Classification	CFS Score
Meter Technician	13.3
Technician - Grounds Maintenance	12.6
Customer Service Representative - Recreation	12.1
Custodian	9.9
Library Assistant I	9.8
Museum Assistant	9.2
Athletic Specialist - Soccer	8.3
Senior Center Assistant	8.3
Athletic Assistant	8.2
Senior Center Driver	8.0

External Market Comparison

A summary of the findings of the external market analysis is presented in Table 25 through Table 29. In Table 30 the external market findings for all position classifications is presented, sorted alphabetically. The minimum, midpoint, and maximum hourly salary for each position classification is presented first. The market average (mean) and the various market quantiles are then presented. Lastly the Compa-Ratio, the ratio of the grade's midpoint divided by the 50th percentile from the external market, which measures the extent of the deviation of the current salary range in comparison to the market median, is presented.

Table 25 – Full-Time Positions Substantially Below Market (Compa-Ratio % Diff< -10%)

Assistant Clerk of Court	Code Enforcement Officer
Athletic Coordinator	Customer Service Representative
Athletic Manager	Equipment Operator - Solid Waste
Building & Project Manager	IT Technician
City Clerk	Public Information Officer
Clerk of Court	Site Inspector
Code Enforcement Manager	Tourism Manager

Table 26 – Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%)

Accounting Manager	Custodian Lead
Administrative Manager	Customer Service Manager
Assistant City Clerk	Customer Service Representative - Recreation
Athletic Maintenance Crew Leader	Deputy Public Works Director
Auto Mechanic	Director of Parks, Recreation, and Leisure
CID - ID Technician	Drug Task Officer
City Manager	Equipment Operator - Distribution & Collection
Community Service Supervisor	FOG / Pretreatment
Crew Leader - Grounds Maintenance	Library Manager

Program Leader	Technician - Stormwater
Programs Manager	Water Class I Operator
Solid Waste Manager	Water Class II Operator
Stormwater Manager	Water Class III Operator
Technician - Grounds Maintenance	

Table 27 – Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%)

Accounts Payable Clerk	Events Manager
Administrative Assistant	Finance Manager
Administrative Coordinator	GCIC Specialist
Assistant Finance Director	Grounds Maintenance Manager
Assistant Library Manager	Grounds Maintenance Manager
Athletic Assistant	HR Director
Athletic Maintenance Manager	HR Manager
Athletic Specialist - Soccer	IT Director
Building Inspector	Library Assistant I
Building Maintenance Technician	Licensing & Permitting Clerk
Building Project Maintenance Specialist	Lube Technician
Captain - CID	Main Street Manager
Certification Manager	Meter Technician
CID - Detective	Museum Assistant
Community Development Director	Museum Coordinator
Crew Leader - Distribution & Collection	Museum Manager
Custodian	Planning & Zoning Specialist
Deputy City Manager / CFO	Police Chief
Deputy Community Development Director	Police Officer - K9
Distribution & Collection Manager	Police Officer in Training
Equipment Operator - Streets	Program Assistant

Public Works Director	Technician - Distribution & Collection
Recreational Programmer	Technician - Solid Waste
Senior Building Inspector	Utility Director
Senior Center Assistant	Utility Locator
Senior Center Driver	Wastewater Lab Analyst
Senior Center Manager	Wastewater Lead Mechanic
Sergeant - CID	Wastewater Lead Operator
Sergeant - K9	Wastewater Plant Manager
Sergeant - Training	Water Lead Operator
Streets Manager	Water Operator in Training

Table 28 – Full-Time Positions Above Market (+5% < Compa-Ratio % Diff < +10%)

Captain - Patrol	Sergeant - SRO
Chief Building Official	Technician - Streets
City Engineer	Water Plant Manager

Table 29 – Full-Time Positions Substantially Above Market (Compa-Ratio % Diff > +10%)

Athletic Maintenance Technician	Police Officer - Court/Events
Corporal	Police Officer - Detail Guard
HR Generalist	Police Recruit
Licensing Specialist	School Resource Officer
Lieutenant - Patrol	Sergeant
Permit Specialist	Special Projects Manager
Planning & Zoning Administrator	Wastewater Mechanic
Police Officer	Wastewater Operator in Training

Table 30 – External Market Comparison – City Clerk

	Assistant City Clerk	City Clerk
Current Scale	107	115
Minimum	$16.22	$23.97
Midpoint	$21.09	$31.16
Maximum	$25.96	$38.35
Market Percentiles		
20%	$19.10	$32.31
25%	$19.78	$32.59
30%	$20.44	$33.45
35%	$21.03	$34.78
40%	$21.63	$36.74
45%	$22.26	$37.90
50%	$22.95	$38.85
55%	$23.63	$40.25
60%	$24.42	$41.52
65%	$25.32	$43.46
70%	$26.08	$48.11
75%	$26.92	$48.73
80%	$27.93	$50.39
Mean	$23.68	$41.27
Compa-Ratio	-8.1%	-19.8%

Table 31 – External Market Comparison – City Manager

	City Manager	Deputy City Manager CFO	Events Manager	Main Street Manager	Public Info Officer
Current Scale	132	130	113	113	106
Minimum	$54.94	$49.83	$21.74	$21.74	$15.45
Midpoint	$71.42	$64.78	$28.26	$28.26	$20.09
Maximum	$87.90	$79.73	$34.79	$34.79	$24.72
Market Percentiles					
20%	$62.67	$53.90	$22.35	$23.32	$24.79
25%	$62.70	$55.89	$22.53	$24.16	$25.26
30%	$65.17	$56.52	$23.09	$24.97	$27.26
35%	$69.18	$57.62	$24.82	$25.81	$29.65
40%	$70.33	$59.45	$25.50	$26.53	$30.11
45%	$72.75	$63.42	$26.37	$27.46	$30.77
50%	$77.68	$64.78	$27.10	$28.30	$31.47
55%	$84.21	$69.99	$28.00	$29.38	$33.89
60%	$84.66	$71.38	$28.59	$30.32	$35.57
65%	$87.08	$72.78	$30.02	$31.46	$36.99
70%	$92.93	$73.91	$31.20	$32.51	$38.77
75%	$97.57	$79.73	$32.00	$33.74	$40.24
80%	$99.15	$84.15	$32.62	$34.98	$43.49
Mean	$78.91	$66.83	$27.64	$29.22	$33.68
Compa-Ratio	-8.1%	0.0%	+4.3%	-0.1%	-36.2%

	Special Projects Manager	Tourism Manager
Current Scale	120	113
Minimum	$30.59	$21.74
Midpoint	$39.77	$28.26
Maximum	$48.95	$34.79
Market Percentiles		
20%	$28.88	$26.72
25%	$29.45	$27.78
30%	$30.25	$28.66
35%	$30.59	$29.38
40%	$31.47	$30.34
45%	$35.11	$31.39
50%	$35.29	$33.13
55%	$37.23	$34.91
60%	$37.24	$36.26
65%	$39.77	$37.43
70%	$40.13	$38.10
75%	$48.59	$39.77
80%	$48.78	$42.66
Mean	$37.52	$34.19
Compa-Ratio	+12.7%	-14.7%

Table 32 – External Market Comparison – Community Development

	Admin Assistant	Building & Projects Manager	Building Inspector	Building Project Maint Spec	Chief Building Official
Current Scale	108	116	113	110	122
Minimum	$17.03	$25.17	$21.74	$18.78	$33.73
Midpoint	$22.15	$32.72	$28.26	$24.42	$43.85
Maximum	$27.26	$40.27	$34.79	$30.05	$53.96
Market Percentiles					
20%	$17.50	$30.42	$21.64	$18.75	$35.03
25%	$17.64	$31.49	$22.19	$19.27	$35.48
30%	$18.50	$32.58	$23.92	$19.94	$35.58
35%	$19.19	$33.82	$24.84	$20.59	$35.68
40%	$19.76	$34.75	$25.51	$21.75	$37.51
45%	$20.44	$36.19	$26.41	$22.99	$38.31
50%	$21.58	$37.26	$26.96	$24.23	$40.32
55%	$22.15	$39.02	$28.28	$24.36	$42.82
60%	$22.47	$40.20	$29.42	$24.72	$43.86
65%	$23.23	$41.74	$30.92	$25.18	$44.37
70%	$23.90	$43.28	$31.93	$25.20	$46.27
75%	$25.21	$45.19	$32.35	$26.56	$47.69
80%	$25.56	$46.82	$33.36	$28.29	$48.76
Mean	$21.70	$38.52	$27.70	$23.39	$42.06
Compa-Ratio	+2.6%	-12.2%	+4.8%	+0.8%	+8.8%

	City Engineer	Code Enforce Manager	Code Enforce Officer	Comm Dev Director	Custodian
Current Scale	125	113	110	123	103
Minimum	$39.04	$21.74	$18.78	$35.41	$13.35
Midpoint	$50.76	$28.26	$24.42	$46.04	$17.35
Maximum	$62.47	$34.79	$30.05	$56.66	$21.36
Market Percentiles					
20%	$38.58	$26.55	$21.64	$37.32	$15.45
25%	$40.14	$27.70	$22.15	$38.03	$15.87
30%	$40.78	$29.74	$22.33	$40.35	$16.21
35%	$41.65	$30.96	$23.46	$41.71	$16.25
40%	$44.92	$31.31	$24.87	$44.78	$16.50
45%	$47.60	$32.51	$26.15	$45.66	$16.69
50%	$47.60	$33.07	$27.41	$46.80	$17.35
55%	$50.32	$34.79	$27.63	$48.06	$17.92
60%	$51.80	$35.46	$27.98	$48.94	$18.60
65%	$53.04	$36.54	$28.27	$50.80	$19.13
70%	$55.44	$39.44	$29.68	$56.40	$19.14
75%	$60.39	$40.81	$30.20	$57.85	$19.75
80%	$62.24	$41.49	$32.69	$58.51	$19.76
Mean	$49.70	$35.27	$26.68	$47.93	$17.79
Compa-Ratio	+6.6%	-14.5%	-10.9%	-1.6%	0.0%

	Custodian Lead	Licensing Specialist	Permit Specialist	Planning Zoning Admin
Current Scale	106	110	110	120
Minimum	$15.45	$18.78	$18.78	$30.59
Midpoint	$20.09	$24.42	$24.42	$39.77
Maximum	$24.72	$30.05	$30.05	$48.95
Market Percentiles				
20%	$18.12	$18.79	$17.66	$28.09
25%	$18.77	$19.06	$18.32	$29.27
30%	$19.39	$19.91	$18.72	$30.08
35%	$19.93	$20.41	$19.08	$30.46
40%	$20.50	$20.56	$20.55	$31.23
45%	$21.05	$21.00	$21.57	$33.86
50%	$21.71	$22.03	$22.15	$34.08
55%	$22.29	$22.66	$22.48	$34.23
60%	$23.06	$22.76	$22.57	$35.20
65%	$23.90	$22.76	$23.33	$38.28
70%	$24.59	$24.46	$23.94	$38.59
75%	$25.34	$24.90	$25.50	$40.66
80%	$26.29	$25.06	$27.44	$43.76
Mean	$22.40	$22.26	$22.35	$35.23
Compa-Ratio	-7.5%	+10.9%	+10.2%	+16.7%

Table 33 – External Market Comparison – Finance

	Accounting Manager	Accounts Payable Clerk	Assistant Finance Director	Customer Service Manager	Finance Director
Current Scale	117	107	119	116	125
Minimum	$26.43	$16.22	$29.14	$25.17	$39.04
Midpoint	$34.35	$21.09	$37.88	$32.72	$50.76
Maximum	$42.28	$25.96	$46.62	$40.27	$62.47
Market Percentiles					
20%	$30.41	$18.39	$30.05	$28.30	$40.00
25%	$31.48	$18.80	$33.37	$29.31	$41.40
30%	$32.57	$20.14	$33.99	$30.32	$42.86
35%	$33.81	$20.43	$36.52	$31.43	$44.64
40%	$34.74	$20.72	$37.62	$32.30	$45.85
45%	$36.18	$21.10	$38.89	$33.59	$47.98
50%	$37.26	$21.57	$39.00	$34.59	$49.38
55%	$39.01	$22.54	$41.24	$36.15	$52.05
60%	$40.19	$22.93	$42.73	$37.26	$53.56
65%	$41.73	$24.56	$44.42	$38.68	$55.64
70%	$43.27	$25.54	$46.33	$40.07	$57.85
75%	$45.18	$26.20	$49.78	$41.78	$60.66
80%	$46.81	$26.90	$51.18	$43.30	$62.82
Mean	$38.51	$22.84	$40.86	$35.75	$51.07
Compa-Ratio	-7.8%	-2.2%	-2.9%	-5.4%	+2.8%

	Meter Technician
Current Scale	105
Minimum	$14.72
Midpoint	$19.13
Maximum	$23.54
Market Percentiles	
20%	$16.13
25%	$16.97
30%	$17.67
35%	$17.67
40%	$17.67
45%	$17.92
50%	$18.29
55%	$19.13
60%	$19.78
65%	$20.68
70%	$20.97
75%	$21.72
80%	$21.78
Mean	$19.35
Compa-Ratio	+4.6%

Table 34 – External Market Comparison – Goldmine Museum

	Museum Assistant	Museum Coordinator	Museum Manager
Current Scale	103	110	114
Minimum	$13.35	$18.78	$22.83
Midpoint	$17.35	$24.42	$29.68
Maximum	$21.36	$30.05	$36.53
Market Percentiles			
20%	$14.69	$20.91	$25.56
25%	$15.23	$21.66	$26.47
30%	$15.71	$22.39	$27.37
35%	$16.05	$23.08	$28.33
40%	$16.53	$23.74	$29.12
45%	$16.84	$24.49	$30.21
50%	$17.38	$25.25	$31.12
55%	$17.63	$26.10	$32.42
60%	$18.28	$26.96	$33.43
65%	$18.93	$27.96	$34.70
70%	$19.38	$28.84	$35.90
75%	$19.80	$29.85	$37.35
80%	$20.57	$30.96	$38.72
Mean	$17.91	$26.06	$32.15
Compa-Ratio	-0.1%	-3.3%	-4.6%

Table 35 – External Market Comparison – Human Resources

	HR Director	HR Generalist	HR Manager
Current Scale	124	115	
Minimum	$37.18	$23.97	
Midpoint	$48.34	$31.16	
Maximum	$59.50	$38.35	
Market Percentiles			
20%	$37.34	$21.30	$30.52
25%	$40.39	$23.52	$31.87
30%	$42.55	$24.28	$32.78
35%	$43.96	$25.10	$32.80
40%	$44.85	$26.26	$32.86
45%	$48.21	$26.44	$33.14
50%	$48.83	$27.31	$33.70
55%	$49.76	$28.69	$35.89
60%	$50.09	$29.81	$37.84
65%	$53.63	$31.67	$39.45
70%	$55.08	$32.48	$40.08
75%	$57.81	$33.45	$40.58
80%	$60.99	$33.90	$40.93
Mean	$50.14	$28.60	$36.09
Compa-Ratio	-1.0%	+14.1%	

Table 36 – External Market Comparison – Information Technology

	IT Director	IT Technician
Current Scale	124	108
Minimum	$37.18	$17.03
Midpoint	$48.34	$22.15
Maximum	$59.50	$27.26
Market Percentiles		
20%	$37.44	$23.14
25%	$38.17	$24.90
30%	$40.28	$25.22
35%	$42.44	$26.37
40%	$42.73	$27.26
45%	$47.54	$27.96
50%	$48.08	$28.34
55%	$48.88	$28.84
60%	$48.96	$29.45
65%	$48.96	$30.74
70%	$50.81	$31.46
75%	$53.62	$32.84
80%	$56.27	$34.38
Mean	$47.08	$28.91
Compa-Ratio	+0.5%	-21.8%

Table 37 – External Market Comparison – Library

	Assistant Library Manager	Library Assistant I	Library Manager
Current Scale	113	103	116
Minimum	$21.74	$13.35	$25.17
Midpoint	$28.26	$17.35	$32.72
Maximum	$34.79	$21.36	$40.27
Market Percentiles			
20%	$24.27	$15.10	$28.68
25%	$25.13	$15.65	$29.70
30%	$25.98	$16.15	$30.72
35%	$26.87	$16.52	$31.86
40%	$27.62	$17.00	$32.74
45%	$28.62	$17.34	$34.05
50%	$29.49	$17.90	$35.07
55%	$30.66	$18.19	$36.66
60%	$31.63	$18.86	$37.78
65%	$32.82	$19.53	$39.23
70%	$33.94	$20.01	$40.65
75%	$35.26	$20.47	$42.39
80%	$36.56	$21.26	$43.93
Mean	$30.46	$18.44	$36.24
Compa-Ratio	-4.1%	-3.1%	-6.7%

Table 38 – External Market Comparison – Municipal Court

	Assistant Clerk of Court	Clerk of Court
Current Scale	105	108
Minimum	$14.72	$17.03
Midpoint	$19.13	$22.15
Maximum	$23.54	$27.26
Market Percentiles		
20%	$18.62	$21.29
25%	$19.57	$22.14
30%	$20.16	$22.47
35%	$20.65	$22.78
40%	$21.05	$23.66
45%	$21.13	$25.26
50%	$21.42	$26.34
55%	$22.48	$26.94
60%	$23.26	$27.47
65%	$24.51	$28.11
70%	$25.40	$28.50
75%	$26.58	$30.65
80%	$26.81	$32.57
Mean	$22.78	$26.31
Compa-Ratio	-10.7%	-15.9%

Table 39 – External Market Comparison – Parks, Recreation, and Leisure

	Admin Manager	Athletic Assistant	Athletic Coordinator	Athletic Maint Crew Leader	Athletic Maint Technician
Current Scale	110	101	108	111	106
Minimum	$18.78	$12.11	$17.03	$19.72	$15.45
Midpoint	$24.42	$15.74	$22.15	$25.64	$20.09
Maximum	$30.05	$19.37	$27.26	$31.55	$24.72
Market Percentiles					
20%	$16.64	$15.73	$19.65	$22.17	$15.27
25%	$18.11	$15.73	$20.23	$22.97	$15.55
30%	$19.96	$15.73	$21.87	$23.74	$15.89
35%	$22.11	$15.73	$22.69	$24.51	$16.12
40%	$23.39	$15.73	$23.10	$25.20	$16.23
45%	$24.33	$15.74	$24.37	$26.05	$17.06
50%	$26.34	$16.43	$24.99	$26.84	$18.10
55%	$28.30	$17.21	$25.55	$27.81	$19.06
60%	$28.63	$18.14	$26.95	$28.71	$19.82
65%	$29.06	$18.89	$27.55	$29.79	$20.13
70%	$29.70	$19.20	$29.58	$30.76	$20.88
75%	$30.99	$19.42	$30.37	$31.88	$22.15
80%	$33.07	$19.51	$31.12	$33.06	$23.20
Mean	$26.22	$18.26	$26.29	$27.71	$19.12
Compa-Ratio	-7.3%	-4.2%	-11.4%	-4.5%	+11.0%

	Athletic Manager	Athletic Specialist Soccer	Customer Serv Rep Recreation	Director Parks, Rec, & Leisure	Grounds Maint Manager
Current Scale	113	101	104	122	
Minimum	$21.74	$12.11	$14.01	$33.73	
Midpoint	$28.26	$15.74	$18.22	$43.85	
Maximum	$34.79	$19.37	$22.42	$53.96	
Market Percentiles					
20%	$28.69	$14.00	$16.49	$38.76	$25.05
25%	$29.87	$14.52	$17.09	$40.12	$25.14
30%	$30.58	$14.97	$17.64	$41.53	$25.22
35%	$30.89	$15.28	$18.09	$43.24	$25.80
40%	$32.22	$15.73	$18.62	$44.41	$25.83
45%	$33.93	$15.99	$19.05	$46.45	$25.83
50%	$34.44	$16.51	$19.66	$47.81	$26.08
55%	$35.00	$16.70	$20.08	$50.37	$26.61
60%	$37.31	$17.32	$20.79	$51.83	$27.83
65%	$39.19	$17.94	$21.54	$53.84	$30.65
70%	$39.89	$18.34	$22.12	$55.96	$30.68
75%	$40.69	$18.69	$22.71	$58.66	$30.89
80%	$41.62	$19.42	$23.58	$60.75	$31.13
Mean	$35.40	$17.01	$20.27	$49.45	$27.44
Compa-Ratio	-17.9%	-4.7%	-7.3%	-8.3%	

	Program Leader	Programs Manager	Recreation Program	Senior Center Assistant	Senior Center Driver
Current Scale	105	113		101	101
Minimum	$14.72	$21.74		$12.11	$12.11
Midpoint	$19.13	$28.26		$15.74	$15.74
Maximum	$23.54	$34.79		$19.37	$19.37
Market Percentiles					
20%	$17.11	$24.63	$19.34	$14.00	$13.72
25%	$17.73	$25.50	$19.34	$14.51	$14.23
30%	$18.30	$26.37	$19.58	$14.97	$14.67
35%	$18.78	$27.28	$20.43	$15.27	$14.96
40%	$19.33	$28.04	$20.66	$15.73	$15.41
45%	$19.81	$29.06	$21.46	$15.99	$15.64
50%	$20.43	$29.94	$23.15	$16.50	$16.15
55%	$20.92	$31.15	$23.59	$16.69	$16.32
60%	$21.65	$32.13	$24.75	$17.32	$16.93
65%	$22.44	$33.34	$26.52	$17.93	$17.53
70%	$23.06	$34.49	$28.78	$18.33	$17.91
75%	$23.70	$35.84	$29.76	$18.69	$18.24
80%	$24.60	$37.16	$30.45	$19.42	$18.95
Mean	$21.07	$30.93	$24.63	$17.00	$16.64
Compa-Ratio	-6.4%	-5.6%		-4.6%	-2.6%

	Senior Center Manager
Current Scale	113
Minimum	$21.74
Midpoint	$28.26
Maximum	$34.79
Market Percentiles	
20%	$24.44
25%	$25.31
30%	$26.17
35%	$27.07
40%	$27.82
45%	$28.84
50%	$29.71
55%	$30.89
60%	$31.87
65%	$33.07
70%	$34.20
75%	$35.54
80%	$36.85
Mean	$30.68
Compa-Ratio	-4.9%

Table 40 – External Market Comparison – Police

	Admin Coordinator	Captain CID	Captain Patrol	Cert Manager	CID Detective
Current Scale	110	122	122	114	115
Minimum	$18.78	$33.73	$33.73	$22.83	$23.97
Midpoint	$24.42	$43.85	$43.85	$29.68	$31.16
Maximum	$30.05	$53.96	$53.96	$36.53	$38.35
Market Percentiles					
20%	$20.80	$37.30	$33.46	$24.27	$25.33
25%	$21.54	$38.61	$35.96	$25.79	$25.80
30%	$22.26	$39.97	$36.59	$27.98	$26.08
35%	$22.95	$41.60	$37.27	$28.76	$27.36
40%	$23.61	$42.72	$37.78	$29.26	$28.16
45%	$24.35	$44.66	$39.65	$29.57	$29.30
50%	$25.10	$45.97	$40.92	$31.04	$29.82
55%	$25.94	$48.39	$41.08	$31.91	$31.13
60%	$26.80	$49.80	$43.84	$33.00	$32.84
65%	$27.79	$51.73	$45.08	$35.57	$33.40
70%	$28.67	$53.75	$45.95	$36.54	$34.47
75%	$29.66	$56.31	$48.07	$38.48	$35.35
80%	$30.77	$58.32	$50.22	$40.79	$37.28
Mean	$25.91	$47.54	$42.08	$32.57	$30.81
Compa-Ratio	-2.7%	-4.6%	+7.2%	-4.4%	+4.5%

	CID ID Technician	Corporal	Cust Service Rep	Drug Task Officer	GCIC Specialist
Current Scale	109	115P	104	115	107
Minimum	$17.89	$25.03	$14.01	$23.97	$16.22
Midpoint	$23.25	$32.54	$18.22	$31.16	$21.09
Maximum	$28.62	$40.04	$22.42	$38.35	$25.96
Market Percentiles					
20%	$21.14	$24.50	$16.46	$27.79	$18.35
25%	$21.89	$24.99	$17.50	$28.78	$18.65
30%	$22.63	$25.29	$17.96	$29.77	$19.47
35%	$23.34	$25.92	$18.66	$30.85	$19.76
40%	$24.00	$27.26	$19.61	$31.71	$20.00
45%	$24.77	$28.08	$20.13	$32.96	$20.13
50%	$25.53	$28.86	$21.03	$33.95	$20.69
55%	$26.40	$30.08	$21.84	$35.45	$21.76
60%	$27.27	$31.87	$22.40	$36.54	$22.31
65%	$28.28	$32.57	$22.52	$37.94	$23.28
70%	$29.18	$33.09	$23.30	$39.30	$24.12
75%	$30.21	$34.46	$25.00	$40.95	$25.30
80%	$31.33	$36.42	$25.00	$42.44	$25.53
Mean	$26.35	$30.23	$20.85	$35.08	$21.99
Compa-Ratio	-8.9%	+12.8%	-13.3%	-8.2%	+1.9%

	Lieut Patrol	Police Chief	Police Officer	Police Ofc Court/ Events	Police Ofc Detail Guard
Current Scale	120P	126	113P	113P	113P
Minimum	$31.94	$41.00	$22.70	$22.70	$22.70
Midpoint	$41.52	$53.30	$29.51	$29.51	$29.51
Maximum	$51.11	$65.59	$36.32	$36.32	$36.32
Market Percentiles					
20%	$31.21	$43.73	$22.25	$22.25	$22.25
25%	$31.60	$46.91	$22.73	$22.73	$22.73
30%	$31.92	$47.95	$22.93	$22.93	$22.93
35%	$32.80	$49.52	$23.03	$23.03	$23.03
40%	$34.70	$50.35	$23.40	$23.40	$23.40
45%	$35.29	$51.87	$23.98	$23.98	$23.98
50%	$36.55	$52.56	$25.82	$25.82	$25.82
55%	$38.06	$55.37	$26.42	$26.42	$26.42
60%	$39.54	$59.25	$27.49	$27.49	$27.49
65%	$40.91	$62.09	$28.12	$28.12	$28.12
70%	$41.52	$64.43	$29.52	$29.52	$29.52
75%	$42.37	$66.03	$29.70	$29.70	$29.70
80%	$44.98	$68.04	$30.97	$30.97	$30.97
Mean	$37.69	$56.21	$26.31	$26.31	$26.31
Compa-Ratio	+13.6%	+1.4%	+14.3%	+	14.3%

	Police Officer K9	Police Officer in Training	Police Recruit	School Resource Officer	Sergeant
Current Scale		111P	110P	113P	117P
Minimum		$20.59	$19.61	$22.70	$27.59
Midpoint		$26.77	$25.49	$29.51	$35.87
Maximum		$32.94	$31.38	$36.32	$44.15
Market Percentiles					
20%	$22.25	$22.90	$19.85	$22.25	$26.06
25%	$22.73	$23.72	$20.12	$22.73	$26.77
30%	$22.93	$24.52	$20.94	$22.93	$26.91
35%	$23.03	$25.33	$21.19	$23.03	$27.55
40%	$23.40	$26.04	$21.58	$23.40	$28.93
45%	$23.98	$26.94	$21.91	$23.98	$29.90
50%	$25.82	$27.76	$22.55	$25.82	$30.61
55%	$26.42	$28.80	$22.85	$26.42	$31.46
60%	$27.49	$29.73	$23.46	$27.49	$32.09
65%	$28.12	$30.84	$25.43	$28.12	$33.66
70%	$29.52	$31.86	$26.09	$29.52	$35.84
75%	$29.70	$33.06	$26.99	$29.70	$36.67
80%	$30.97	$34.28	$28.35	$30.97	$38.08
Mean	$26.31	$28.67	$23.90		$31.65
Compa-Ratio		-3.6%	+13.0%	+14.3%	+17.2%

	Sergeant CID	Sergeant K9	Sergeant SRO	Sergeant Training
Current Scale	117		117P	117
Minimum	$26.43		$27.59	$26.43
Midpoint	$34.35		$35.87	$34.35
Maximum	$42.28		$44.15	$42.28
Market Percentiles				
20%	$28.01	$26.06	$28.01	$28.01
25%	$28.78	$26.77	$28.78	$28.78
30%	$28.93	$26.91	$28.93	$28.93
35%	$29.61	$27.55	$29.61	$29.61
40%	$31.10	$28.93	$31.10	$31.10
45%	$32.14	$29.90	$32.14	$32.14
50%	$32.91	$30.61	$32.91	$32.91
55%	$33.81	$31.46	$33.81	$33.81
60%	$34.49	$32.09	$34.49	$34.49
65%	$36.18	$33.66	$36.18	$36.18
70%	$38.53	$35.84	$38.53	$38.53
75%	$39.42	$36.67	$39.42	$39.42
80%	$40.94	$38.08	$40.94	$40.94
Mean	$34.02	$31.65	$34.02	$34.02
Compa-Ratio	+4.4%		+9.0%	+4.4%

Table 41 – External Market Comparison – Public Works

	Auto Mechanic	Community Service Supervisor	Crew Leader Grounds	Deputy Public Works Dir	Equipment Operator Solid Waste
Current Scale	110	108	111	121	107
Minimum	$18.78	$17.03	$19.72	$32.12	$16.22
Midpoint	$24.42	$22.15	$25.64	$41.76	$21.09
Maximum	$30.05	$27.26	$31.55	$51.39	$25.96
Market Percentiles					
20%	$21.70	$20.29	$22.95	$36.03	$19.50
25%	$22.48	$21.02	$23.77	$37.30	$20.20
30%	$23.23	$21.72	$24.57	$38.60	$20.87
35%	$23.98	$22.38	$25.39	$40.16	$21.49
40%	$24.65	$23.02	$26.10	$41.25	$22.10
45%	$25.47	$23.73	$27.00	$43.10	$22.76
50%	$26.25	$24.46	$27.82	$44.36	$23.46
55%	$27.17	$25.25	$28.87	$46.66	$24.18
60%	$28.06	$26.09	$29.80	$48.03	$24.99
65%	$29.10	$27.05	$30.91	$49.89	$25.91
70%	$30.04	$27.89	$31.94	$51.82	$26.70
75%	$31.12	$28.84	$33.14	$54.25	$27.57
80%	$32.28	$29.92	$34.36	$56.20	$28.60
Mean	$27.10	$25.24	$28.73	$45.87	$24.21
Compa-Ratio	-7.0%	-9.5%	-7.9%	-5.9%	-10.1%

	Equipment Operator Streets	Fleet Manager	Grounds Maint Manager	Lube Technician	Public Works Director
Current Scale	107			106	125
Minimum	$16.22			$15.45	$39.04
Midpoint	$21.09			$20.09	$50.76
Maximum	$25.96			$24.72	$62.47
Market Percentiles					
20%	$17.41	$26.50	$25.05	$17.52	$39.04
25%	$18.10	$26.67	$25.14	$18.15	$41.52
30%	$18.77	$26.81	$25.22	$18.75	$43.71
35%	$19.67	$27.79	$25.80	$19.25	$47.88
40%	$20.24	$28.23	$25.83	$19.81	$48.59
45%	$20.69	$28.84	$25.83	$20.32	$49.72
50%	$21.09	$30.48	$26.08	$20.95	$50.76
55%	$21.59	$32.18	$26.61	$21.48	$53.83
60%	$22.27	$33.05	$27.83	$22.22	$57.97
65%	$22.93	$33.98	$30.65	$23.03	$61.77
70%	$25.29	$34.00	$30.68	$23.68	$62.47
75%	$25.51	$34.49	$30.89	$24.37	$63.61
80%	$25.97	$35.15	$31.13	$25.29	$64.20
Mean	$21.86	$31.12	$27.44	$21.61	$53.23
Compa-Ratio	0.0%			-4.1%	0.0%

	Sign Technician	Site Inspector	Solid Waste Manager	Stormwater Manager	Streets Manager
Current Scale		110	113	116	113
Minimum		$18.78	$21.74	$25.17	$21.74
Midpoint		$24.42	$28.26	$32.72	$28.26
Maximum		$30.05	$34.79	$40.27	$34.79
Market Percentiles					
20%	$17.68	$22.88	$25.73	$28.65	$25.45
25%	$18.32	$23.89	$27.08	$29.66	$26.21
30%	$18.92	$24.42	$28.70	$30.69	$27.42
35%	$19.44	$25.07	$29.38	$31.82	$28.45
40%	$20.00	$26.36	$29.92	$32.70	$28.91
45%	$20.52	$27.20	$31.24	$34.02	$29.15
50%	$21.16	$28.33	$31.39	$35.03	$29.69
55%	$21.70	$29.02	$33.52	$36.62	$31.12
60%	$22.46	$29.81	$34.30	$37.74	$32.82
65%	$23.27	$30.91	$34.79	$39.18	$34.20
70%	$23.93	$31.79	$35.82	$40.60	$34.98
75%	$24.64	$32.82	$37.49	$42.34	$36.48
80%	$25.57	$34.23	$37.77	$43.88	$37.53
Mean	$21.83	$28.52	$32.37	$36.20	$31.46
Compa-Ratio		-13.8%	-10.0%	-6.6%	-4.8%

	Technician Grounds Maint	Technician Solid Waste	Technician Stormwater	Technician Streets
Current Scale	105	105	107	105
Minimum	$14.72	$14.72	$16.22	$14.72
Midpoint	$19.13	$19.13	$21.09	$19.13
Maximum	$23.54	$23.54	$25.96	$23.54
Market Percentiles				
20%	$16.84	$16.60	$19.34	$16.08
25%	$17.28	$17.09	$20.04	$16.61
30%	$18.80	$17.84	$20.70	$16.75
35%	$19.15	$19.13	$21.31	$16.91
40%	$19.44	$19.20	$21.92	$16.91
45%	$20.42	$19.42	$22.56	$17.07
50%	$21.11	$19.66	$23.26	$17.53
55%	$21.72	$20.62	$23.96	$19.07
60%	$22.52	$21.98	$24.77	$19.41
65%	$22.92	$22.92	$25.68	$19.74
70%	$23.36	$23.36	$26.46	$20.81
75%	$24.42	$23.89	$27.31	$21.10
80%	$25.87	$25.08	$28.34	$21.82
Mean	$21.54	$20.83	$24.00	$18.98
Compa-Ratio	-9.4%	-2.7%	-9.3%	+9.2%

Table 42 – External Market Comparison – Utilities

	Crew Leader Dist & Coll	Deputy Utility Director	Dist & Coll Manager	Equipment Operator Dist & Coll	FOG Pretreat
Current Scale	112		117	109	110
Minimum	$20.71		$26.43	$17.89	$18.78
Midpoint	$26.92		$34.35	$23.25	$24.42
Maximum	$33.13		$42.28	$28.62	$30.05
Market Percentiles					
20%	$21.83	$33.25	$28.17	$20.76	$22.12
25%	$22.33	$34.42	$29.16	$21.51	$22.91
30%	$22.53	$35.62	$30.17	$22.23	$23.68
35%	$24.25	$37.01	$31.28	$22.92	$24.45
40%	$24.89	$38.03	$32.14	$23.57	$25.14
45%	$25.68	$39.67	$33.42	$24.31	$25.98
50%	$26.25	$40.84	$34.42	$25.06	$26.78
55%	$26.87	$42.87	$35.96	$25.89	$27.74
60%	$27.97	$44.15	$37.07	$26.75	$28.64
65%	$28.88	$45.85	$38.48	$27.74	$29.71
70%	$29.47	$47.59	$39.86	$28.62	$30.68
75%	$29.67	$49.76	$41.56	$29.61	$31.80
80%	$29.90	$51.55	$43.07	$30.71	$32.98
Mean	$26.48	$42.22	$35.57	$25.87	$27.65
Compa-Ratio	+2.5%		-0.2%	-7.2%	-8.8%

	Technician Dist & Coll	Utility Director	Utility Locator	Wastewater Class I Operator	Wastewater Class II Operator
Current Scale	107	125	109		
Minimum	$16.22	$39.04	$17.89		
Midpoint	$21.09	$50.76	$23.25		
Maximum	$25.96	$62.47	$28.62		
Market Percentiles					
20%	$16.15	$39.18	$20.42	$24.19	$22.73
25%	$16.20	$40.19	$20.89	$25.05	$23.55
30%	$16.84	$43.10	$21.67	$25.90	$24.34
35%	$17.98	$44.42	$22.04	$26.78	$25.14
40%	$18.87	$47.15	$22.04	$27.53	$25.85
45%	$19.68	$48.66	$22.45	$28.53	$26.74
50%	$20.22	$50.17	$23.25	$29.39	$27.55
55%	$20.69	$50.83	$24.03	$30.55	$28.57
60%	$20.85	$51.00	$24.20	$31.52	$29.50
65%	$20.98	$51.00	$25.39	$32.71	$30.60
70%	$21.05	$52.62	$25.95	$33.82	$31.61
75%	$21.73	$56.68	$27.41	$35.14	$32.79
80%	$23.13	$57.84	$27.71	$36.43	$34.00
Mean	$20.02	$50.28	$23.88	$30.36	$28.45
Compa-Ratio	+4.3%	+1.2%	0.0%		

	Wastewater Class III Operator	Wastewater Lab Analyst	Wastewater Lead Mechanic	Wastewater Lead Operator	Wastewater Mechanic
Current Scale		111	113	115	111
Minimum		$19.72	$21.74	$23.97	$19.72
Midpoint		$25.64	$28.26	$31.16	$25.64
Maximum		$31.55	$34.79	$38.35	$31.55
Market Percentiles					
20%	$21.95	$22.22	$24.32	$26.33	$20.54
25%	$22.74	$23.02	$25.19	$27.26	$20.69
30%	$23.50	$23.79	$26.04	$28.20	$20.76
35%	$24.26	$24.56	$26.93	$29.20	$20.76
40%	$24.94	$25.26	$27.69	$30.01	$20.76
45%	$25.78	$26.11	$28.69	$31.16	$20.76
50%	$26.56	$26.91	$29.56	$32.10	$22.36
55%	$27.51	$27.88	$30.73	$33.46	$24.03
60%	$28.41	$28.79	$31.71	$34.51	$24.89
65%	$29.47	$29.86	$32.90	$35.81	$25.53
70%	$30.42	$30.84	$34.02	$37.07	$25.60
75%	$31.53	$31.97	$35.35	$38.59	$26.52
80%	$32.70	$33.15	$36.65	$40.00	$28.48
Mean	$27.43	$27.78	$30.53	$33.16	$23.97
Compa-Ratio		-4.7%	-4.4%	-2.9%	+14.7%

	Wastewater Operator in Training	Wastewater Plant Manager	Water Class I Operator	Water Class II Operator	Water Class III Operator
Current Scale	109	119	112	111	110
Minimum	$17.89	$29.14	$20.71	$19.72	$18.78
Midpoint	$23.25	$37.88	$26.92	$25.64	$24.42
Maximum	$28.62	$46.62	$33.13	$31.55	$30.05
Market Percentiles					
20%	$16.94	$31.97	$24.19	$22.73	$21.95
25%	$17.59	$33.10	$25.05	$23.55	$22.74
30%	$18.01	$34.25	$25.90	$24.34	$23.50
35%	$18.23	$35.58	$26.78	$25.14	$24.26
40%	$19.24	$36.55	$27.53	$25.85	$24.94
45%	$20.56	$38.11	$28.53	$26.74	$25.78
50%	$20.74	$39.23	$29.39	$27.55	$26.56
55%	$20.81	$41.14	$30.55	$28.57	$27.51
60%	$20.98	$42.37	$31.52	$29.50	$28.41
65%	$21.43	$44.00	$32.71	$30.60	$29.47
70%	$22.61	$45.65	$33.82	$31.61	$30.42
75%	$23.66	$47.70	$35.14	$32.79	$31.53
80%	$24.56	$49.42	$36.43	$34.00	$32.70
Mean	$20.86	$40.56	$30.36	$28.45	$27.43
Compa-Ratio	+12.1%	-3.5%	-8.4%	-6.9%	-8.1%

	Water Lead Operator	Water Operator in Training	Water Plant Manager
Current Scale	115	109	119
Minimum	$23.97	$17.89	$29.14
Midpoint	$31.16	$23.25	$37.88
Maximum	$38.35	$28.62	$46.62
Market Percentiles			
20%	$26.33	$19.79	$29.22
25%	$27.26	$20.50	$29.71
30%	$28.20	$21.18	$30.89
35%	$29.20	$21.81	$31.76
40%	$30.01	$22.43	$32.24
45%	$31.16	$23.11	$33.71
50%	$32.10	$23.82	$35.11
55%	$33.46	$24.56	$36.50
60%	$34.51	$25.38	$38.22
65%	$35.81	$26.32	$39.70
70%	$37.07	$27.13	$41.17
75%	$38.59	$28.03	$41.90
80%	$40.00	$29.08	$42.09
Mean	$33.16	$24.58	$35.63
Compa-Ratio	-2.9%	-2.4%	+7.9%

Proposed Salary Schedules

A regression analysis of the CFS Score and the salary survey results indicate that market median salary for all positions is predicted very well by the CFS Score. The coefficient of determination is **96%**, in other words, the knowledge, skills, and abilities identified in the employee/manager Position Vantage Point job description survey correlate very well with the external markets' valuation of the job positions at Villa Rica. As a result, recommended salary scales for police officers on a 2236-hr work were constructed and is presented in schedule in Table 43 and for general employees in Table 44.

The spread between the minimum and maximum salary for all employees was set to 60%, consistent with the average market spread of 53.1%. The Ladders, i.e., the distance between grades, was set to be 5%. Larger Ladders were included to increase the incentive for employees to seek positions of greater responsibility and to make it financially beneficial.

It is recommended that in subsequent years after the adoption of the recommended pay plan, the City should adjust the entire salary scale by the CPI annually as budget permits.

Table 43 – Proposed Salary Schedule – Police (2236-hr)

Grade	Min	Mid	Max
VR17P	$73,214	$95,178	$117,142
VR14P	$63,245	$82,218	$101,191
VR12P	$57,365	$74,574	$91,784
VR10P	$52,032	$67,641	$83,250
VR08P	$47,194	$61,352	$75,511
VR07P	$44,947	$58,431	$71,915

Table 44 – Proposed Salary Schedule – General Employees

Grade	Min	Mid	Max
VR01	$15.00	$19.50	$24.00
VR02	$15.75	$20.48	$25.20
VR03	$16.54	$21.50	$26.46
VR04	$17.36	$22.57	$27.78
VR05	$18.23	$23.70	$29.17
VR06	$19.14	$24.89	$30.63
VR07	$20.10	$26.13	$32.16
VR08	$21.11	$27.44	$33.77
VR09	$22.16	$28.81	$35.46
VR10	$23.27	$30.25	$37.23
VR11	$24.43	$31.76	$39.09
VR12	$25.66	$33.35	$41.05
VR13	$26.94	$35.02	$43.10
VR14	$28.28	$36.77	$45.26
VR15	$29.70	$38.61	$47.52
VR16	$31.18	$40.54	$49.89
VR17	$32.74	$42.57	$52.39
VR18	$34.38	$44.69	$55.01
VR19	$36.10	$46.93	$57.76
VR20	$37.90	$49.28	$60.65
VR21	$39.80	$51.74	$63.68
VR22	$41.79	$54.33	$66.86
VR23	$43.88	$57.04	$70.21
VR24	$46.07	$59.89	$73.72
VR25	$48.38	$62.89	$77.40
VR26	$50.80	$66.03	$81.27
VR27	$53.34	$69.34	$85.34
VR28	$56.00	$72.80	$89.60

Proposed Internal Equity

In Table 45 through Table 58, the resulting proposed internal equity for the City is presented.

Table 45 – Proposed Internal Equity

Grade	Title
VR28	City Manager
VR27	
VR26	Deputy City Manager / CFO
VR25	
VR24	
VR23	Police Chief
VR22	
VR21	City Engineer Public Works Director Utility Director
VR20	Finance Director HR Director IT Director
VR19	Captain - CID Captain - Patrol Community Development Director Director of Parks, Recreation, and Leisure
VR18	Chief Building Official Deputy Public Works Director
VR17	Lieutenant - Patrol
VR16	Assistant Finance Director Deputy Utility Director Planning & Zoning Administrator Special Projects Manager
VR15	City Clerk Wastewater Plant Manager Water Plant Manager

Grade	Title
VR14 VR14P	Accounting Manager Building & Project Manager Sergeant Sergeant - CID Sergeant - K9 Sergeant - SRO Sergeant - Training
VR13	Athletic Manager Customer Service Manager Distribution & Collection Manager HR Manager Library Manager Solid Waste Manager Stormwater Manager
VR12 VR12P	Certification Manager CID - Detective Code Enforcement Manager Corporal Drug Task Officer Tourism Manager
VR11	Events Manager Fleet Manager HR Generalist Museum Manager Public Information Officer Streets Manager Wastewater Lead Operator Water Lead Operator
VR10 VR10P	Administrative Manager Grounds Maintenance Manager Grounds Maintenance Manager Police Officer Police Officer - Court/Events Police Officer - Detail Guard Police Officer - K9 Programs Manager School Resource Officer Senior Center Manager Site Inspector
VR09	Assistant Library Manager Building Inspector Main Street Manager Wastewater Class I Operator Wastewater Lead Mechanic Water Class I Operator

Grade	Title
VR08 VR08P	Athletic Maintenance Crew Leader Code Enforcement Officer Crew Leader - Distribution & Collection Crew Leader - Grounds Maintenance IT Technician Police Officer in Training Wastewater Class II Operator Wastewater Lab Analyst Wastewater Mechanic Water Class II Operator
VR07 VR07P	Athletic Coordinator Auto Mechanic Clerk of Court FOG / Pretreatment Police Recruit Wastewater Class III Operator Water Class III Operator
VR06	Administrative Coordinator Building Project Maintenance Specialist CID - ID Technician Community Service Supervisor Equipment Operator - Distribution & Collection Licensing Specialist Museum Coordinator Permit Specialist Recreational Programmer
VR05	Administrative Assistant Equipment Operator - Solid Waste Equipment Operator - Streets GCIC Specialist Technician - Stormwater Utility Locator Wastewater Operator in Training Water Operator in Training
VR04	Accounts Payable Clerk Assistant City Clerk Assistant Clerk of Court
VR03	Custodian Lead Customer Service Representative Sign Technician Technician - Distribution & Collection

Grade	Title
VR02	Athletic Maintenance Technician Lube Technician Meter Technician Program Leader Technician - Grounds Maintenance Technician - Solid Waste Technician - Streets
VR01	Athletic Assistant Athletic Specialist - Soccer Custodian Customer Service Representative - Recreation Library Assistant I Museum Assistant Senior Center Assistant Senior Center Driver

Table 46 – Proposed Internal Equity – City Clerk

Grade	Title
VR15	City Clerk
VR04	Assistant City Clerk

Table 47 – Proposed Internal Equity – City Manager

Grade	Title
VR28	City Manager
VR26	Deputy City Manager / CFO
VR16	Special Projects Manager
VR12	Main Street Manager Tourism Manager
VR11	Events Manager Public Information Officer
VR09	Main Street Manager

Table 48 – Proposed Internal Equity – Community Development

Grade	Title
VR21	City Engineer
VR19	Community Development Director
VR18	Chief Building Official
VR16	Planning & Zoning Administrator
VR14	Building & Project Manager
VR12	Code Enforcement Manager
VR09	Building Inspector
VR08	Code Enforcement Officer
VR06	Building Project Maintenance Specialist Licensing Specialist Permit Specialist
VR05	Administrative Assistant
VR03	Custodian Lead
VR01	Custodian

Table 49 – Proposed Internal Equity – Finance

Grade	Title
VR20	Finance Director
VR16	Assistant Finance Director
VR14	Accounting Manager
VR13	Customer Service Manager
VR04	Accounts Payable Clerk
VR02	Meter Technician

Table 50 – Proposed Internal Equity – Goldmine Museum

Grade	Title
VR11	Museum Manager
VR06	Museum Coordinator
VR01	Museum Assistant

Table 51 – Proposed Internal Equity – Human Resources

Grade	Title
VR20	HR Director
VR13	HR Manager
VR11	HR Generalist

Table 52 – Proposed Internal Equity – Information Technology

Grade	Title
VR20	IT Director
VR08	IT Technician

Table 53 – Proposed Internal Equity – Library

Grade	Title
VR13	Library Manager
VR09	Assistant Library Manager
VR01	Library Assistant I

Table 54 – Proposed Internal Equity – Municipal Court

Grade	Title
VR07	Clerk of Court
VR04	Assistant Clerk of Court

Table 55 – Proposed Internal Equity – Parks, Recreation, and Leisure

Grade	Title
VR19	Director of Parks, Recreation, and Leisure
VR13	Athletic Manager
VR10	Administrative Manager Grounds Maintenance Manager Programs Manager Senior Center Manager
VR08	Athletic Maintenance Crew Leader
VR07	Athletic Coordinator
VR06	Recreational Programmer
VR02	Athletic Maintenance Technician Program Leader
VR01	Athletic Assistant Athletic Specialist - Soccer Customer Service Representative - Recreation Senior Center Assistant Senior Center Driver

Table 56 – Proposed Internal Equity – Police

Grade	Title
VR23	Police Chief
VR19	Captain - CID Captain - Patrol
VR17P	Lieutenant - Patrol
VR14 VR14P	Sergeant Sergeant - CID Sergeant - K9 Sergeant - SRO Sergeant - Training
VR12 VR12P	Certification Manager CID - Detective Corporal Drug Task Officer
VR10 VR10P	Police Officer Police Officer - Court/Events Police Officer - Detail Guard Police Officer - K9 School Resource Officer
VR08P	Police Officer in Training
VR07P	Police Recruit
VR06	Administrative Coordinator CID - ID Technician
VR05	GCIC Specialist
VR03	Customer Service Representative

Table 57 – Proposed Internal Equity – Public Works

Grade	Title
VR21	Public Works Director
VR18	Deputy Public Works Director
VR13	Solid Waste Manager Stormwater Manager
VR11	Fleet Manager Streets Manager
VR10	Grounds Maintenance Manager Site Inspector
VR08	Crew Leader - Grounds Maintenance
VR07	Auto Mechanic
VR06	Community Service Supervisor
VR05	Equipment Operator - Solid Waste Equipment Operator - Streets Technician - Stormwater
VR03	Sign Technician
VR02	Lube Technician Technician - Grounds Maintenance Technician - Solid Waste Technician - Streets

Table 58 – Proposed Internal Equity – Utilities

Grade	Title
VR21	Utility Director
VR16	Deputy Utility Director
VR15	Wastewater Plant Manager Water Plant Manager
VR13	Distribution & Collection Manager
VR11	Wastewater Lead Operator Water Lead Operator
VR09	Wastewater Class I Operator Wastewater Lead Mechanic Water Class I Operator
VR08	Crew Leader - Distribution & Collection Wastewater Class II Operator Wastewater Lab Analyst Wastewater Mechanic Water Class II Operator
VR07	FOG / Pretreatment Wastewater Class III Operator Water Class III Operator
VR06	Equipment Operator - Distribution & Collection
VR05	Utility Locator Wastewater Operator in Training Water Operator in Training
VR03	Technician - Distribution & Collection

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Access Control for PD
AGENDA DATE: 11/14/2023

DATE PREPARED: 11/02/2023
PREPARED BY: Jim Chambers

AMOUNT: $13,518.40
GL ACCOUNT #:100 1535 521300
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING:

PURPOSE: Replace our current access control system to a Pro Data Key solution as we have successfully implemented at City Hall and Wastewater.

BACKGROUND: The current system does not work properly and requires upgrading. This new system will cover all of PD as well as our court room and Council Chambers.

STAFF RECOMMENDATION: Staff's recommendation is to utilize Innuvo to replace our current access control system with Pro Data Key solution like we have implemented at City Hall.

IMPACT: This phase of access control for the PD Court Room will be $13,518.40.

MOTION: I move to engage with Innuvo to implement a Pro Data Key access control solution for our PD and court room for $13,518.40.

PROPOSAL

Access Control - PD

City of Villa Rica
571 West Highway 78
Villa Rica, GA 30180 United States
770-846-8051

Revision: 0
Modified: 6/21/2023

Presented By:

Innuvo
3300 Corporate Ave
Suite 116
Weston, FL 33331 US
954-581-1756
https://www.innuvo.com/

COVID has caused extreme market volatility for the cost of Parts and Shipping. Because manufacturers are raising prices on a weekly basis, Innuvo cannot hold prices on any items included in our proposal. Should a price increase be issued prior to your equipment being ordered, we will inform you of the price increase and provide the new cost for your approval.

COVID19 has caused supply chain issues and price increases.. If certain materials included in this quote are not available or increase in price at the time of installation, alternate products may be recommended and prices may increase and changes will affect the final price.

If a project is cancelled after equipment has been ordered, the following fees will apply:
1) 30% re-stocking fee plus shipping for any items that can be returned
2) Any items that cannot be returned will be paid for and delivered

Innuvo agrees to provide the following:
(3) ProData Key 4 door access control panels
(10) ProData Key Readers with bluetooth
(2) Altronix 12VDC central fused power supplies with fire alarm relay
(1) Assa Abloy Surface mount door strike
(1) Wire and installation materials

ProData Key is a cloud based access control system that allows the software for both programming and reporting to be accessed from any location via the internet and a web browser. The design includes readers that can use both Bluetooth credentials on a cell phone or standard cards/fobs. The Cloud Based system includes unlimited Bluetooth credentials. The user must install the ProData Key app on their cell phone and install the provided Bluetooth credential. The software must be running in the background when needed for access. With the software running the user will only need to tap the reader to unlock the door and gain access. Credentials can be revoked at any time and can be limited to doors and times for each user group

The court will have access to their door only for programming and reporting.

This proposal includes the first year of cloud hosting. Based on current rates, the renewal will be $1,545/yr.

Notes:
1) In order for the cloud controller to communicate with all other buildings, a network connection with a VLAN must be in place
2) The system will require (3) ports on an available network switch
3) Innuvo shall make its best efforts to 'hide' all wires but may need to install conduit and/or raceways to protect wire/cable.
4) Electrician to provide 110VAC outlet in vicinity of equipment. This work is not included in our proposal.
5) During the installation, it may be necessary to cut holes in your drywall. Innuvo is not responsible for the repairs to these areas following the installation.
6) Work to be performed during normal business hours M-F 9am-5pm

* Price Includes Accessories

7) In order to satisfy Life Safety Code, magnetic lock devices must be de-energized by Fire Alarm panel upon an alarm condition. Labor and materials to accomplish this are NOT included in this proposal. Innuvo shall work with Fire Alarm Dealer to complete this portion of work.
8) Proposal does not include permit fees
9) Customer to run innuvo provided cable from the panel location to the new courtroom door

Payment Terms:
> This Proposal includes a discount based on Cash or Check Payment
> 50% Deposit Due Upon Acceptance of Proposal
> 25% Due at start of project
> Balance Due Immediately Upon Completion of Project

* Price Includes Accessories

2 **Altronix AL1012ULACM**

Access power controller with power supply/charger, 8 fused relay output, 12VDC @ 10A, FAI, 115VAC, BC400 enclosure

1 **ASSA ABLOY 9600-630**

HES 9600 Electric Strike - Satin stainless steel

3 **C2G 03978**

12ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Blue

200 **Honeywell Cable 31955099**

Profusion Access Control Plenum

1 **Innuvo Engineering**

Engineering

1 **Innuvo Programming - Complete Project**

Programming Labor

1 **Innuvo Project Management**

Project Management

1 **Innuvo Shipping Variable**

Shipping Charges

1 **Innuvo Shop Supplies - Variable**

Innuvo - Shop Supplies

4 **PDK RMPB**

PDK RED Mullion Reader - High Security - Prox - Mobile

3 **PowerSonic PS-1240**

12V 4Ah Rechargeable Sealed Lead Acid Bbattery

2 **PowerSonic PS-1270**

7Ah 12V Rechargeable sealed lead acid (SLA) battery - F1 terminal

1 **Prodatakey CLOUD**

Cloud Hosting

3 **Prodatakey R4**

Four Door Controller

6 **Prodatakey RGPB**

High-Sec + Prox + Mobile Single Gang Reader

* Price Includes Accessories

Unassigned Total	**$13,518.40**

Project Subtotal:	**$13,518.40**

* Price Includes Accessories

PROJECT SUMMARY

Total Installation Price:	$13,518.40
Grand Total:	**$13,518.40**

Client: **Jim Chambers** **Date**

Contractor: **Innuvo** **Date**
EG13000186

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Motorola Portable Radios

AGENDA DATE: 11/14/2023

DATE PREPARED: 10/9/2023

PREPARED BY: Chief Michael P. Mansour

AMOUNT: $21,750.24

GL ACCOUNT #: 3223210542500

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To equip VRPD with six Motorola APX-4000 portable radios. This purchase also includes a charger, battery, and a mic for the radio.

BACKGROUND: VRPD officers currently carry radios on their duty belts. The radio is an essential tool that allows them to keep in constant communication with Carroll County E-911 dispatchers and their fellow officers. Having a portable radio in the field allows them to complete tasks without going to their patrol vehicle, which is a much safer alternative. Utilizing a portable radio allows officers to be active during an incident and gather additional resources if necessary.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase six Motorola model APX-4000 portable radios from Metropolitan Communications Inc in the amount of $21,750.24. Metropolitan Communications is an authorized Motorola distributor.

IMPACT: The last radio purchase finished the upgrade, however; it does not take into account the new positions that will be filled in the new budget year. As we diligently work to fill all of our vacancies, the officers hired will need the essential equipment to perform their duties. We are proposing to purchase six radios this

year. The radios will be purchased from Metro Communication, our Motorola Distributor.

MOTION: I move to allow the police department to purchase six Motorola APX-4000 portable radios from Metropolitan Communications Inc in the amount of $21,750.24.

MOTOROLA SOLUTIONS

DRAFT

QUOTE-2184063

06/01/2023

VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180

RE: Motorola Quote for VILLA RICA POLICE DEPT APX4000 PORTABLE RADIO
Dear Hunter Ethredge,

Motorola Solutions is pleased to present VILLA RICA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VILLA RICA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Evan Buford at e.buford@metrocomms.net.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Evan Buford

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

DRAFT

QUOTE-2184063
VILLA RICA POLICE DEPT APX4000
PORTABLE RADIO

Billing Address:
VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180
US

Quote Date:06/01/2023
Expiration Date:07/31/2023
Quote Created By:
Evan Buford
e.buford@metrocomms.net

End Customer:
VILLA RICA POLICE DEPT
Hunter Ethredge
hethredge@villarica.org
678-796-3643

Contract: 36273 - SOURCEWELL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	6	$2,425.28	$1,770.45	$10,622.70
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	$0.00	$0.00	$0.00
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	6	$1,727.00	$1,260.71	$7,564.26
1c	Q887AT	ADD: 5Y ESSENTIAL SERVICE	6	$222.00	$222.00	$1,332.00
2	NNTN8128C	BATT IMPRES LIION IP67 2000T	6	$128.99	$94.16	$564.96
3	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	6	$127.12	$92.80	$556.80
4	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	6	$82.08	$59.92	$359.52
5	LSV00Q00202A	DEVICE PROGRAMMING	6	$125.00	$125.00	$750.00

Grand Total $21,750.24(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Axon Taser 7 ECW Bundles
AGENDA DATE: 11/14/2023

DATE PREPARED: 10/30/2023
PREPARED BY: Chief M. Mansour

AMOUNT: $21,123.00
GL ACCOUNT #: 100-3210-531710
FUNDING SOURCE: General Fund
BUDGETED ITEM? YES

PURPOSE: To purchase and deploy five (5) additional Axon Taser 7 electronic control weapons (ECW) for use in the police department.

BACKGROUND: VRPD has utilized Taser devices for many years with great success in avoiding injury to arrestees and officers in the performance of their duties. Taser 7 is the latest iteration of the Taser device with safety upgrades and features not present in previous models. The agency currently has 10 Taser 7's in use, and this purchase would increase that number. This allows more officers access to the Taser 7 in the field for use in controlling combative subjects during arrest situations. The Taser has been shown to be an effective tool in de-escalating dangerous situations. Currently, officers must pick a Taser X26P or X2 to sign out for a shift. They change Taser types and functions based on what is available on their shift. The Taser X26P and Taser X2 are no longer supported by Axon.

STAFF RECOMMENDATION: We recommend the purchase of five Taser 7's for use in the police department. Axon is a single-source provider of Taser products. The bundle purchase includes Taser 7 devices, electronic evidence storage, two different types of Taser cartridges, and training materials.

IMPACT: Officer safety is a key consideration in purchasing less-lethal tools for Villa Rica Police officers. Public safety goals of de-escalation are more likely to be successful when critical tools are provided to the officers in the field. This purchase would place a Taser in the hands of every patrol officer with the constant of having the same type of Taser every shift.

MOTION: I move to allow the police department to purchase five Taser 7 ECW bundles from Axon for the amount of $21,123.00.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-457270-45231.762AM

Issued: 11/01/2023

Quote Expiration: 12/01/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 145338
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Villa Rica PD-101 Main St 101 Main St Villa Rica, GA 30180-2007 USA	Villa Rica Police Dept. - GA 571 West Bankhead HGWY Villa Rica GA 30180 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrew Malherek Phone: Email: amalherek@axon.com Fax:	Jason Gunkle Phone: 4708319555 Email: jgunkle@villarica.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$21,123.00
ESTIMATED TOTAL W/ TAX	$21,123.00

Discount Summary

Average Savings Per Year	$838.20
TOTAL SAVINGS	$4,191.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	$4,224.60	$0.00	$4,224.60
Dec 2024	$4,224.60	$0.00	$4,224.60
Dec 2025	$4,224.60	$0.00	$4,224.60
Dec 2026	$4,224.60	$0.00	$4,224.60
Dec 2027	$4,224.60	$0.00	$4,224.60
Total	**$21,123.00**	**$0.00**	**$21,123.00**

Quote Unbundled Price:	**$25,314.00**
Quote List Price:	**$21,123.00**
Quote Subtotal:	**$21,123.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	TASER 7 Certification Bundle	5	60	$84.38	$70.41	$70.41	$21,123.00	$0.00	$21,123.00
Total							**$21,123.00**	**$0.00**	**$21,123.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	12/01/2023
TASER 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	6	12/01/2023
TASER 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	4	12/01/2023
TASER 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	1	12/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	12/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	12/01/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2023
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2023
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/01/2023
TASER 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5	12/01/2023
TASER 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	5	12/01/2023
TASER 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2023
TASER 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2023
TASER 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	12/01/2023
TASER 7 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/01/2023
TASER 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2024
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2024
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2025
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2025
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2025
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/01/2025
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2026
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2027
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	5	01/01/2024	12/31/2028
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	12/01/2024	12/31/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	5	12/01/2024	12/31/2028
TASER 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2024	12/31/2028

Payment Details

Dec 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$4,224.60**	**$0.00**	**$4,224.60**

Dec 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$4,224.60**	**$0.00**	**$4,224.60**

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$4,224.60**	**$0.00**	**$4,224.60**

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$4,224.60**	**$0.00**	**$4,224.60**

Dec 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	T7Cert	TASER 7 Certification Bundle	5	$4,224.60	$0.00	$4,224.60
Total				**$4,224.60**	**$0.00**	**$4,224.60**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/1/2023

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Purchase of Caterpillar HF Compact Track Loader
AGENDA DATE:	11-14-23
DATE PREPARED:	10-23-23
PREPARED BY:	Hal Burch
AMOUNT:	$141,980.00
GL ACCOUNT #:	350-4210-542500
FUNDING SOURCE:	GF-Cap
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To purchase a Caterpillar HF Compact Track Loader for the Street Department.

BACKGROUND: 299D3 Caterpillar Track Loader, w/High flow hydraulics for running the mulcher unit, tracks not tires for operating in wet soft ground areas as well as hard ground, has reverse fan for removing debris for hydraulic cooling, enclosed cab for safety from debris caused from mulcher unit with DAF CIMAF tub mulcher unit attachment.

STAFF RECOMMENDATION: To purchase a Caterpillar Track Loader from Yancey Brothers who are a Sourcewell Dealer. This is the safest unit for clearing severe overgrowth along right of ways. It can clear anything from tall grass to full height trees. It will also grind the tree stumps to ground level. The track loader can also be used for grading if the mulcher unit is detached, another unit such as hole auger, grading bucket, forks, jack hammer, or grapple bucket could be attached for other purposes.

IMPACT: Having to subcontract out the numerous areas that are in need of maintenance, this equipment will save heavy wear and tear on the equipment we now use the is not perfectly suited for what this package is designed for (safety, all terrains and conditions) it turns clearing debris limbs and trees, into mulch (no haul off).

MOTION: I move to allow the Mayor or City Manager to purchase from Yancey Brothers a Caterpillar HF Compact Track Loader for the Street Department in the amount of $141,980.00.

Jun 01, 2023

CITY OF VILLA RICA

ACCOUNTS PAYABLE
571 W. BANKHEAD HWY.
VILLA RICA
Georgia
30180-1726

Sourcewell # 26846

RE: Quote 237160-01

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 299D3 HF Compact Track Loaders and Daf180 Cimaf mulcher

STOCK NUMBER: EM2231535 **SERIAL NUMBER:** TBD **YEAR:** 2023 **SMU:** 2

MACHINE SPECIFICATIONS

299D3 CTL DCA6D	630-7396
299D3 COMPACT TRACK LOADER	512-4299
CAB PACKAGE, ULTRA	588-9140
HYDRAULICS, PERFORMANCE, (H3)	512-4414
CONTROL, ISO, PROP, WT	512-4115
LIGHTS, LED	495-1671
RUBBER BELT, 2 SPD, TF IDLERS	357-0240
ROPS, ENCLOSED WITH A/C (C3)	512-3368
DISPLAY, ADVANCED, LCD, CAMERA	465-3705
FAN,COOLING, DEMAND, REVERSING	579-8782
SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
FILM,TWO SPEED W/HIGH FLOW XPS	568-4704
STANDARD RADIO(12V),BLUETOOTH	345-6180
DEBRIS MGMT PKG, NONE (DM0)	512-4089
BATTERY,EXTRA HEAVY DUTY, DISC	568-5612
REAR LIGHTS	356-6082
DOOR, CAB, POLYCARBONATE	586-1308
SEAT BELT, 2"	542-6994
PRODUCT LINK, CELLULAR PL641	573-8121

QUICK COUPLER, HYDRAULIC	512-3401
CERTIFICATION ARR, P65	563-1163
HEATER, ENGINE COOLANT, 120V	345-3556
LANE 2 ORDER	0P-9002
RIDE CONTROL, NONE	512-3490
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
FILM, SELF LEVEL, ANSI	435-9238
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	0P-2266
SERIALIZED TECHNICAL MEDIA KIT	421-8926
INSTRUCTIONS, ANSI, USA	512-4284
TRACK,RUBBER,450MM(17.7IN)BLCK	389-7672
BUCKET-GP, 86", BOT	296-8191

DAF 180 CIMAF MULCHER $42,000.00

Standard Equipment

POWERTRAIN

Cat C3.8 turbo aftercooled diesel engine
-Gross horsepower per SAE J1349
98 hp (73 kW) @ 2400 RPM
-Electric fuel priming pump
-Air inlet heater starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Filter, cartridge type, hydraulic
Filters, canister type, fuel
and water separator
Radiator/hydraulic oil
cooler (side-by-side)
Spring applied, hydraulically released,
wet multi disc parking brakes

OPERATOR ENVIRONMENT

-Engine oil pressure
-Air inlet heater activation
-Hydraulic filter restriction
-Hydraulic oil temperature

POWERTRAIN

Hydrostatic transmission

UNDERCARRIAGE

Dual flange front idler
Single flange rear idler
Suspension - independent torsion axle(4)
Two speed motor

HYDRAULICS

ISO or H pattern controls:
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control
Speed sensor guarding

ELECTRICAL

12 volt electrical system
-Two rear tail lights

100 ampere alternator
Ignition key start / stop / aux switch
Lights:
-Gauge backlighting
-Dome light
Backup alarm
Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Park brake engages

FRAMES

Ventilated rear door with integrated sealing

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose
Heavy duty flat faced quick disconnects with integrated pressure release
Split d-ring to route work tool hoses along side of left lift arm
Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007

OPERATOR ENVIRONMENT

-Engine emission system
Gauges: DEF level, fuel level, hour meter and tachometer
Storage compartment with netting
Ergonomic contoured armrest
Control interlock system, when operator leaves seat or armrest raised :
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS Cab, open, tilt up
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
12V electric socket
Horn
Hand (dial) & throttle electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout
Support, lift arm
Cast rear bumper

SELL PRICE	$141,980.00
NET BALANCE DUE	$141,980.00
TOTAL QUOTE PRICE	$141,980.00

WARRANTY

F.O.B/TERMS:

WARRANTY COVERAGE

Type	Start Date	Expire Date	Description	Claim Class Group	Monthly	Serv	H/M Ind
CCES	Jun 02, 2023	Jun 02, 2025	24/2000 STANDARD	NEW	24	2000	H
EMIS	Jun 02, 2023	Jun 01, 2028	EMISSIONS 60M/3000H		60	3000	H

Accepted by_____ **on** _____

_____
Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Andrew Gaston
Machine Sales Representative

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CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Durapatcher Pothole Patching Trailer
AGENDA DATE:	11-14-23
DATE PREPARED:	10-23-23
PREPARED BY:	Hal Burch
AMOUNT:	$96,899.00
GL ACCOUNT #:	350-4210-542500
FUNDING SOURCE:	GF-Cap
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To purchase a Durapatcher Pothole Patching Trailer for the Street Department.

BACKGROUND: We are currently using a cold patch to fix potholes or subcontracting saw cuts that we could bring entirely in house providing a permanent hole patch at a much lower cost.

STAFF RECOMMENDATION: To purchase a Durapatcher Pothole Patching Trailer from Adams Equipment Company who are a Sourcewell Dealer. The Durapatcher Pothole Patching Trailer would allow permanent repair of potholes in our city & reduction of outsourced road repairs from utility repairs.

IMPACT: Improve road conditions in our city.

MOTION: I move to allow the Mayor or City Manager to purchase from Adams Equipment Company the Durapatcher Pothole Patching Trailer for the Street Department in the amount of $96,899.00.

Adams Equipment Co., Inc.

6971 Oak Ridge Commerce Way
Austell, GA 30168
Phone: 800-868-1313
Fax: 770-745-0821
Email: tconger@adamsequipmentco.com
Website: www.adamsequipmentco.com

September 21, 2023

City of Villa Rica, GA
Attention: Jeremy Dukes
106 Temple Street
Villa Rica, GA 30180

RE: SOURCEWELL CONTRACT # 080521 – CME CIMLINE/DURAPATCHER POTHOLE PATCHING TRAILER – PROPOSAL

Dear Mr. Dukes,

We are pleased to provide the following proposal for your consideration:

One (1) New 2023 Cimline/Durapatcher P-2 Trailer Mount Unit, Model # 125 DJT. The following equipment is included:

- **Production-**135 lbs./min, 1⁄4-1/2-inch wet or dry aggregate
- **Tandem Axle Trailer –** 10,400 GVWR
- **Blower-**450 cfm with 7 psi @ 1500 rpm, Direct driven from engine flywheel, 10 psi relief valve
- **Engine-**74 HP Interim Tier 4 John Deere
- **Compressor-**15 cfm direct driven, Governed from 70-95 psi
- **Emulsion Tank-**250 gallons, 200 psi working pressure R-15 insulation, Two 1500 watt heat blankets with thermostats
- **Clean-Out** - 15 gallon, 200 psi working pressure
- **Engine Fuel** - 18 gallons
- **Swing Hose Carrier-**Tri-Fold No Fatigue Design
- **Operator Controls-**Emulsion and rock flow, engine rpm, horn
- **Crack Seal Attachment**
- **L.E.D. Light Bar**
- **Tailgate Box for Truck**
- **Water Flush System**

- **Color-**Safety orange
- **Factory Warranty –** One Year
- **On-Site Training**
- **Shipping**

TOTAL AS SPECIFIED ABOVE $96,889.00

PRICING VALID FOR 60 DAYS

If you have any questions or need additional information, please contact me at 800-868-1313 or 404-307-6927.

Sincerely,

Tim Conger
Adams Equipment Co., Inc.
404-307-6927

P2™ Two-Person Patcher with DuraPatcher™ Technology

Benefits:

- Lowest cost per patch with as little as 2-person crew and lower material costs
- Maximizes your budget by never having to patch the same pothole twice
- Faster and simpler patching process with our pothole patching machine that limits public disruption

Featuring:

- Virtually no moving parts in the delivery system which lowers maintenance costs
- Onboard heat allows patching in cold weather conditions
- Ergonomic, no-stress boom easily covers an 18-foot working radius
- Specially designed Vent-Flo™ nozzle that thoroughly coats the aggregate with emulsion, ensuring a permanent patch
- Powerful blower and DuraPatcher venturi system can reliably delivers aggregate up to 2.5" in diameter

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Sidewalk Repair at Berkley Park
AGENDA DATE:	11/14/23
DATE PREPARED:	10/25/23
PREPARED BY:	Hal Burch
AMOUNT:	$15,030.00
GL ACCOUNT #:	323-4210-541410
FUNDING SOURCE:	2021 Carroll SPLOST
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To make 185 repairable sections of sidewalk ADA compliant. Leaving 170 identified hazards needing complete replacement. We estimate using this unique process will save the City approximately $51,000.

BACKGROUND: Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways. Georgia Safe Sidewalks is a sole source provider.

STAFF RECOMMENDATION: To approve Georgia Safe Sidewalks to repair 170 of 185 identified ADA Violations found in Berkley subdivision.

IMPACT: Safe pedestrian travel free from tripping hazards, & impediments of assisted travel means.

MOTION: I move to allow the City Manager to approve for Georgia Safe Sidewalks to repair the sidewalks in Berkley Park for $15,030.00.

GEORGIA SAFE SIDEWALKS
Trip Hazard Removal Specialists
A Precision Concrete Cutting Affiliate

Sidewalk Inspection Summary And Repair Proposal

City of Villa Rica

Berkley Park

October 21, 2023

GEORGIA SAFE SIDEWALKS
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Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 185 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 170 (92%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately $51,000 versus traditional methods such as demolition and replacement.

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

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Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.

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Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to "bid" a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0" height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.

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ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level
303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.
303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.
Vertical Change in Level
TECHNICAL CHAPTER 3: BUILDING BLOCKS
303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.
303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.
Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).
405 Ramps
405.1 General. Ramps on accessible routes shall comply with 405.
405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

TECHNICAL CHAPTER 4: ACCESSIBLE ROUTES
Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities
Slope1 Maximum Rise
Steeper than 1:10 but not steeper than 1:8 3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10 6 inches (150 mm)
1. A slope steeper than 1:8 is prohibited.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

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2023 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

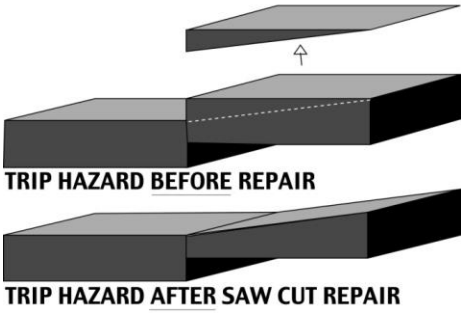
An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2")} + \text{Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- Our pricing is based upon project size. Price discounts vary depending upon the size of your project.



Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is $750. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is $1,500.

Sole Source:

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Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the even the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a $200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of $200 will be added to the invoice to cover the registration fee requirement.

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A Precision Concrete Cutting Affiliate

Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 6%.

Price: $15,030
Days to Complete: ~ 3 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 4%.

Price: $9,375
Days to Complete: ~ 2 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements. This option has already been discounted by 2%.

Price: $4,785
Days to Complete: ~ 1 day

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is $1,500
Projects above $4,000 are discounted by 2%
Projects above $8,000 are discounted by 4%
Projects above $12,000 are discounted by 6%
Projects above $25,000 are discounted by 8%
Projects above $50,000 are discounted by 10%

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Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- After 6-months, the prices provided in this quotation will be increased by 5%.
- If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of $300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: December 18th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.

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Terminology

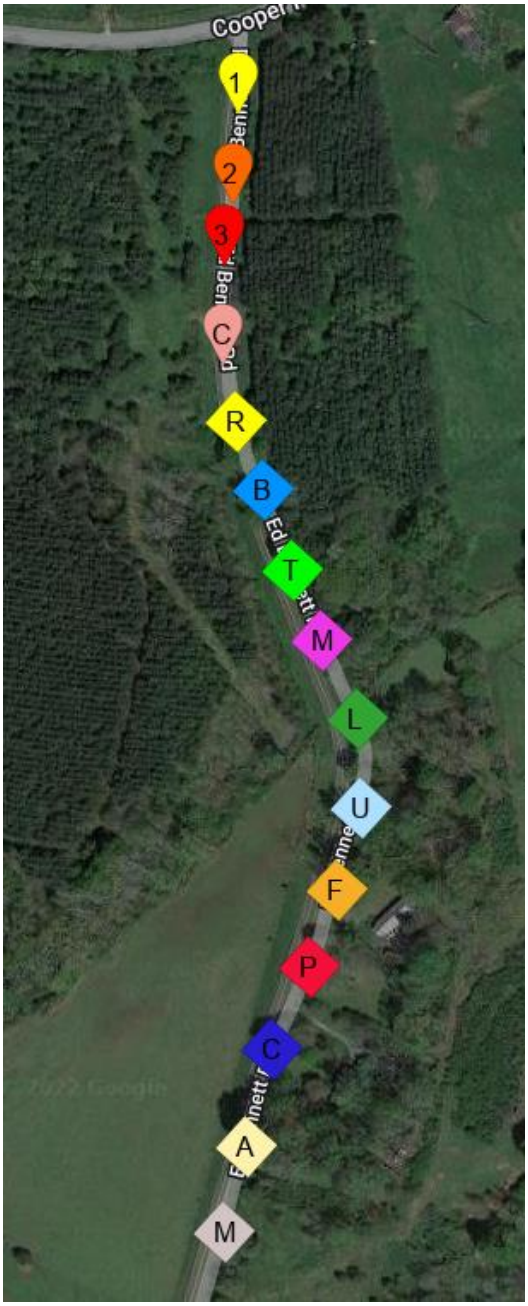
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



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Survey & Options

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

Price: $15,030
Days to Complete: ~ 3 days

	Small Hazards ¼" to ½"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	112	38	20		
				Total # of Hazards	170
				Curbing (ft)	0 ft

The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

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Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

Price: $9,375
Days to Complete: ~ 2 days

	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	38	20		
			Total # of Hazards	58

The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.

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Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

Price: $4,785
Days to Complete: ~ 1 day

	Large Hazards 1-1/8" to 2"		
# of Hazards	20		
		Total # of Hazards	20

The map below shows the approximate location of the large vertical displacements identified in our survey.

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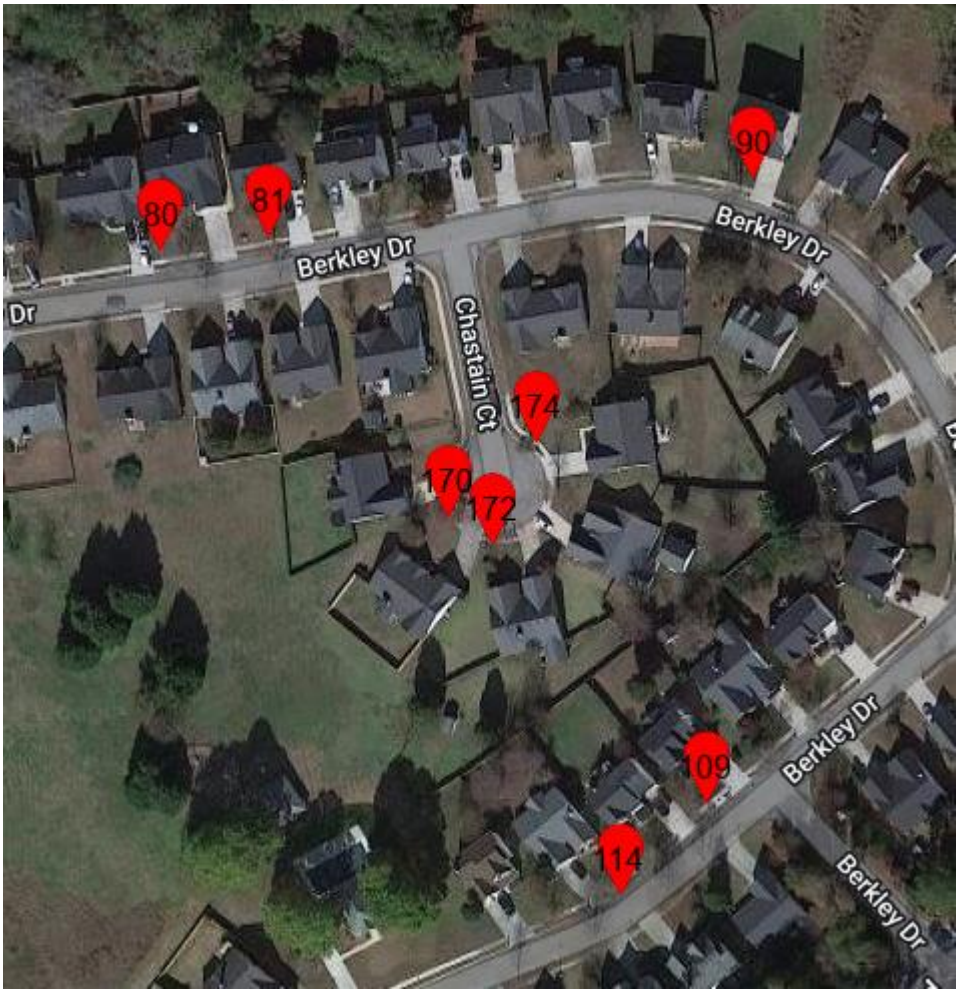

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Replacement Areas – Repair not Possible

The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.

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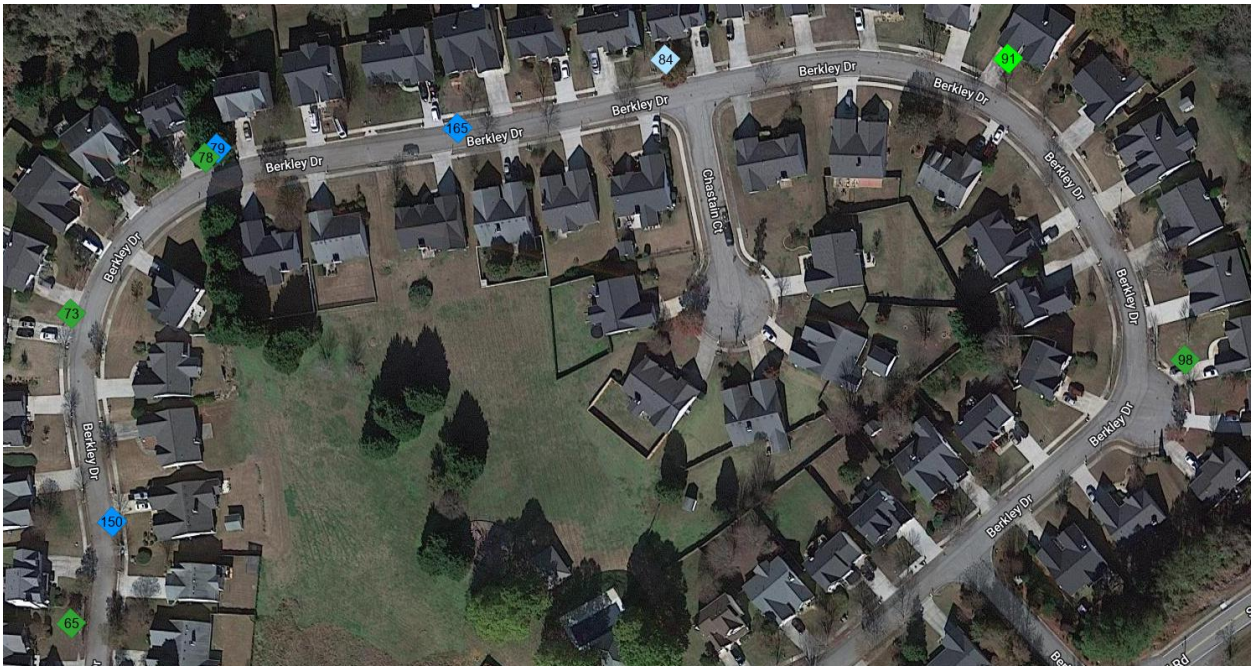

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GEORGIA SAFE SIDEWALKS
Trip Hazard Removal Specialists
A Precision Concrete Cutting Affiliate

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Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Small	63	Sm - driveway cut	125	Small
2	Small	64	Small	126	Small
3	Small	65	Cut back shrubs	127	Small
4	Medium	66	Small	128	Large
5	Small	67	Sm - driveway cut	129	Small
6	Medium	68	Small	130	Small
7	Small	69	Small	131	Small
8	Small	70	Small	132	Small
9	Small	71	Medium	133	Utility too high
10	Small	72	Small	134	Small
11	Small	73	Cut back shrubs	135	Small
12	Small	74	Small	136	Medium
13	Md - driveway cut	75	Small	137	Small
14	Medium	76	Medium	138	Small
15	Broken	77	Medium	139	Small
16	Sm - basin cut	78	Cut back shrubs	140	Small
17	Sm - basin cut	79	Broken	141	Small
18	Medium	80	Large	142	Small
19	Sm - driveway cut	81	Large	143	Small
20	Small	82	Small	144	Medium
21	Sm - driveway cut	83	Small	145	Medium
22	Small	84	Utility too low	146	Broken
23	Small	85	Small	147	Small
24	Large	86	Medium	148	Small
25	Large	87	Sm - driveway cut	149	Medium
26	Small	88	Small	150	Broken
27	Medium	89	Small	151	Small
28	Large	90	Large	152	Medium
29	Large	91	Too big	153	Large
30	Sm - driveway cut	92	Small	154	Sm - driveway cut
31	Md - driveway cut	93	Small	155	Medium
32	Large	94	Small	156	Medium
33	Small	95	Small	157	Small

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34	Sm - driveway cut	96	Medium	158	Small
35	Large	97	Medium	159	Small
36	Small	98	Cut back shrubs	160	Sm - driveway cut
37	Small	99	Small	161	Small
38	Large	100	Small	162	Small
39	Small	101	Small	163	Small
40	Small	102	Small	164	Small
41	Large	103	Medium	165	Broken
42	Sm - basin cut	104	Small	166	Small
43	Sm - basin cut	105	Small	167	Small
44	Sm - basin cut	106	Medium	168	Medium
45	Small	107	Small	169	Medium
46	Small	108	Medium	170	Large
47	Sm - driveway cut	109	Large	171	Small
48	Large	110	Small	172	Large
49	Small	111	Small	173	Medium
50	Small	112	Small	174	Large
51	Small	113	Medium	175	Small
52	Medium	114	Large	176	Medium
53	Too big	115	Small	177	Small
54	Md - basin cut	116	Small	178	Medium
55	Md - basin cut	117	Small	179	Small
56	Medium	118	Small	180	Small
57	Medium	119	Medium	181	Small
58	Small	120	Broken	182	Small
59	Large	121	Medium	183	Medium
60	Small	122	Medium	184	Small
61	Small	123	Small	185	Small
62	Small	124	Too big		

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The photo to the left shows an example of a “driveway cut” that is included in this repair offer. We will cut the driveway apron where it is higher than the adjacent sidewalk to create a flush joint between the two surfaces. We will only make this type of repair if the displacement is 1” or smaller, and the property owner has not invested in a decorative driveway surface.

This next photo shows an example of broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.

The photo to the left shows an example of a “basin cut” that is included in this repair offer. We will cut the catch basin cover where it is higher than the surrounding sidewalk to create a flush joint between the two surfaces. We will only make this type of repair if the displacement is 1” or smaller, and the position of the manhole allows us to cut an ADA compliant slope.

The photo to the left shows a displacement that is too big for our repair process. It is well over our 2” limit. Cutting away the high concrete will leave a slab that is too thin and susceptible to breaking. This sidewalk should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.

This next photo shows shrubs that need to be cut back to open-up the sidewalk. We do not provide this type of work since it is normally the responsibility of the property owner. It is not included in this repair offer.

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The photo to the left shows a utility that is not flush with the sidewalk surface. Because we are not a utility contractor, this is not an issue we can resolve. It is not included in this repair offer.

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Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is $65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at $2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between $20 and $25 per square foot. Costs associated with removal and replacement include:

- Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- Disposal costs for waste concrete at landfills.
- Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete "not" Removed: 3,300 square feet

Estimated Savings: $51,000

Additional Benefits over Demolition & Replacement

- Small crew means less disruption to the community during production.
- Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- No threat of vandalism to wet concrete.
- Faster production means less disruption to the community.
- Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- Small equipment means less greenhouse gas emissions into the environment.

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Versus Grinding

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.

Additional Benefits over Grinding

- Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- GASS removes the entire trip hazard each and every time.
- GASS guarantees an ADA compliant repair.
- GASS is priced equal to or lower than grinding. Most grinding companies charge $15-$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to $3-$4 per square foot.

OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement. Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."

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VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20_____

1.1 **Contractor**

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 **Client** (herein called "Client") _____

Project Address Location:
_____

_____

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 **Project**. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____ . Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 **Generally**.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____ . All concrete shall be disposed of as required by law.

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PART 3. PAYMENT/AUTHORIZATION

3.1 **CONTRACT PRICE**

A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.

B. The Client shall pay the Contractor the amount not to exceed $_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.

C. Other terms: N/A

3.2 LEGAL

A. **Authorization**. By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.
B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client:_____

By: _____
Signature & Title

_____
Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

_____
Printed Name

Date: _____

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CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Purchase of Two - Exmark 72" Lazer Zero Turn Mowers
AGENDA DATE:	11-14-23
DATE PREPARED:	10-14-23
PREPARED BY:	Hal Burch
AMOUNT:	$31,038.00
GL ACCOUNT #:	350-4910-542500
FUNDING SOURCE:	GF-Cap
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To purchase two- Exmark 72" Lazer Zero Turn Mowers for the Ground Maintenance Department.

BACKGROUND: The Grounds Maintenance Department currently operates 16 older Exmark mowers and are satisfied with the product. The new features will only make them better.

STAFF RECOMMENDATION: Grounds Maintenance needs to replace two 2014 Exmark 48" zero turn mowers. The mowers have high hours and severe damage to the decking and hydro arm. The 2014 Exmark 48" is too small for what is needed.

IMPACT: The current Exmark 48" mower of a smaller cut takes more time spent at a location maintained by the Grounds Maintenance Department.

MOTION: I move to allow the Mayor or City Manager to purchase two Exmark 72" Lazer Zero Turn Mowers for the Grounds Maintenance Department in the amount of $31,038.00.

Douglasville ACE Hardware

6530 Church Street
Douglasville, GA 30134-1806
Phone (770) 942-7044 Fax (770) 577-8101
www.douglasvilleace.com
powereq@douglasvilleace.com

DATE
5/30/23
TIME
12:54:20
SALESMAN
024/024
STORE
1

Terminal 15

QUOTE
1085055
P/O NUMBER
TORRE
WORK ORDER
PAGE
1 of 1

(770) 550-6088

BILL TO ACCOUNT: 619
CITY OF VILLA RICA 571 W. BANKHEAD HWY. VILLA RICA, GA 30180

(770) 459-7011

SHIP TO ACCOUNT: 55901
CITY OF VILLA RICA RECREATION 571 W. BANKHEAD HWY VILLA RICA, GA 30180 ETHAN WAITES 4049470740

Tax Exemption #: 586000691

No returns or service warranties without receipt.
No returns on belts, electrical or ignition items.
A 15% restocking fee on return of special orders.

SHIPPED VIA: CUSTOMER PICKUP

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1			EXELZX921GKA726Q1	72 KA FX921V	19399.00	15519.00	15519.00
				GOVT BID				

QUOTE ONLY

DEPARTMENT: 1

SUB TOTAL ---->	15519.00
MISC. -------->	0.00
LABOR -------->	0.00
TAX 7.000 --->	0.00
QUOTE TOTAL--->	15519.00

PLEASE TAKE INVOICE TO CASHIER

Requested By: Torre Langley

Torre Langley
106 Temple Street
Villa Rica, GA 30180
tlangley@villarica.gov
(404) 947-1828

Estimate #: 207444
Dealer Information

Howard Brothers (Dallas)
3185 MacLand Rd
Dallas, GA 30157
(678) 363-7615
alan@howardbrothers.com

Lazer Z S-Series

This mower is tough and built to last. Available with the EFI System that optimizes Fuel Delivery, and Gas-powered models with a single 12-gallon tank which means less time at the pump.

LZS749AKC724A1

$16,499.00 USD

The Total Package: Save Thousands When You Purchase a Lazer Z + Tractus Tire Set or UltraVac Collection System

Ends 10/31/2023

$16,499.00 USD

Lazer Z X-Series

Our top-of-the-line series features RED Technology, a simplified hydro-drive, UltraCut Series 6 deck with available Adapt Technology, and an unmatched level of comfort with our Lazer Z full-suspension seat.

LZX921GKA726Q1

$19,399.00 USD

The Total Package: Save Thousands When You Purchase a Lazer Z + Tractus Tire Set or UltraVac Collection System

Ends 10/31/2023

$19,399.00 USD

Bobcat of Atlanta, Carrollton, GA
678-890-0385

ZT7072SW
Zero-Turn Mower

Serial #: B5TZ11280

$17,429

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Surplus of Miscellaneous Items
AGENDA DATE:	11-14-2023
DATE PREPARED:	10-13-2023
PREPARED BY:	Chris Maddox
AMOUNT:	GovDeals Auction
GL ACCOUNT #:	General Fund
FUNDING SOURCE:	N/A
BUDGETED ITEM?	N/A

PURPOSE: To sell phased out three printers and unused seat covers on GovDeals.

BACKGROUND: GovDeals have been the location which we sell items from the city for several years now. We have had good success in doing so.

These printers have been replaced with newer more efficient models making these surplus.

The seat covers are not being used and are taking up space in the Avanti building.

.

STAFF RECOMMENDATION: Approve the sale of three printers together and seat covers on GovDeals to the highest bidder.

IMPACT: Selling these items will free up space in the areas which they previously operated in. Also, the monies made will go back into the general fun.

MOTION: I move to authorize the sell of the three printers together and the seat covers on GovDeals.

Copier / Printers

1 CID - Canon image runner iR-ADV 4235 (iA4245)

COUNTER TOTAL 1- 00914383

2 LIBRARY - Canon ImageRunner iR-ADV C3330i(iAC3330)

COUNTER TOTAL 1 - 00303938

COUNTER TOTAL 2 (BLACK/WHITE) - 00128728

3 GOLD DUST - CANON 4035 ImageRunner Advanced iR-ADV 4035 (iA4045)

COUNTER TOTAL 2 - 00359203

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Surplus of Vehicle
AGENDA DATE:	11-14-2023
DATE PREPARED:	10-18-2023
PREPARED BY:	Chris Maddox
AMOUNT:	7.5 % of total sale price after the auction, funds are taken out of our payments
GL ACCOUNT #:	General Fund
FUNDING SOURCE:	N/A
BUDGETED ITEM?	N/A

PURPOSE: To sell a 2009 Ford Crown Victoria on GovDeals.

BACKGROUND: We have used GovDeals Online Auctions with good success since 2009 to auction off our used vehicles and small equipment that are no longer feasible to repair. GovDeals.com takes 7.5% percent of the sale as payment and handles all paperwork and transactions and then sends us a check. Everything is all listed nationwide on their website. The vehicles are all sold as is where is. Buyers have 30 days to pick them up after payment. If they do not, GovDeals lists them again for no charge to us and resells them.

STAFF RECOMMENDATION: To let us proceed with auctioning this unit to make room in the Avanti building for newer units.

IMPACT: This unit is no longer used by the police department. It will free up space in the Avanti building.

MOTION: I move to approve the listing of the 2009 Ford Crown Victoria on GovDeals and be sold to the highest bidder.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	New Fleet Maintenance Software
AGENDA DATE:	11-13-2023
DATE PREPARED:	10-18-2023
PREPARED BY:	Chris Maddox
AMOUNT:	$15,719 ($599 one time) ($15,120 annual**)**
GL ACCOUNT #:	100-4905-521300
FUNDING SOURCE:	
BUDGETED ITEM?	No

PURPOSE: To change fleet maintenance software.

BACKGROUND: Currently we are using Collective Data as our fleet management software for an annual fee of $3270.60. This software doesn't meet our needs due to the following reasons. It is web-based meaning that we as the city are responsible for purchasing new software updates instead of it being part of the annual fee as well as we are responsible for file backups. With new software a maintenance request can be made by smart phone or pc if they have an approved login. Also, the current software charges a fee for new employee training instead of it being included in the annual fee. Our license with this software only allows for two admins to be logged into the system at one time, which creates logistical problems. Lastly, it is not user friendly with uploading the inventory, new documents, and scheduling pm alerts.

STAFF RECOMMENDATION: To make Fleetio our new fleet management software. They are the most user-friendly of the three we demoed. With inventory management, new vehicle onboarding, pm scheduling and user ability they meet our needs the best.

IMPACT: With this new software management system, we will be more efficiently able to track our inventory, vehicles, fuel receipts, work order documents, accidents, and depreciations on each vehicle. By doing this we can make cost-effective decisions with each unit. Making it possible to generate maintenance requests by smartphone will make scheduling maintenance easier and quicker. Additionally, our IT Department will not have to manage this new software as its cloud based and maintained as part of the annual cost.

MOTION: To allow the Mayor or City Manager to sign an annual renewal contract with Fleetio with a one-time fee of $599 and an annual fee of $15,120.

Fleetio

Proposal

| City Of Villa Rica and Fleetio |

Changing Fleet Management

Fleetio is a web-based software platform that is changing how teams manage a fleet through three guiding principles:

1. **Mobility** - Access the platform from anywhere using our Fleetio Go mobile app.
2. **Collaboration** - Work smarter with unlimited users and modern collaboration tools
3. **Automation** - Modern tools to eliminate manual process and integrate into your most important systems

Fleetio is a living, breathing platform. Since its inception in 2011, our product has constantly improved based on the feedback of our more than 4,800 customers in 80+ countries. Updates and enhancements are included in our pricing, and we constantly ask our customers for feedback to ensure we are building the right features at the right time to deliver maximum value.

City Of Villa Rica and Fleetio

Through our conversations, we're confident a partnership with Fleetio will help City Of Villa Rica achieve the following fleet management goals:

Centralize reporting on all costs for assets in the field

Utilize Fleetio's full suite to improve maintenance functions in the garage alongside easing administrative tasks.

Provide technicians with FleetioGO mobile app to ensure proper work order logs and accelerate communication

We understand you have a lot of choices when it comes to your partnerships, and we appreciate the opportunity to present Fleetio as a solution for managing your team's transition to the future of fleet management.

Josh Hunter

jhunter@fleetio.com

4046066429

Solutions Provided for City Of Villa Rica

Fleetio Manage | Advanced Plan

PREVENTIVE MAINTENANCE SCHEDULING

Stay on top of regular service items such as oil changes, mileage service intervals, brakes and more. Set reminders for any service item and Fleetio will remind you when service is due, due soon, or overdue - helping you to maximize vehicle uptime and readiness.

FLEETIO GO MOBILE APP

Get instant access to assigned vehicles, equipment, service reminders, inspections due, open issues and much more. A personalized view for every user helps keep everyone from drivers and technicians to fleet managers charging forward toward the best, most productive version of your fleet.

INSPECTIONS THROUGH FLEETIO GO

Relieve drivers from the burden of paper inspection forms and improve inspection quality, all from your smartphone with Fleetio Go. Unlike paper, electronic inspection reports are accessible anytime, anywhere with Fleetio. FMCSA-compliant DVIRs are quickly accessible from anywhere, even areas without internet, helping you prove safety and compliance on the road. There are also several training videos that walk new users through how to use Fleetio Go.

SAFETY COMPLIANCE AND ISSUE MANAGEMENT

Empower your fleet to report defects on the spot, helping you to address problems before they seriously affect day-to-day operations. Ensure vehicles are up to compliance standards to avoid fines and potential accident costs.

SERVICE HISTORY

Whether you perform maintenance in-house or outsource it, Fleetio stores service records for all your assets in one place, making it easy to view history at any time. This is important for compliance and safety liability long term.

MAINTENANCE SHOP INTEGRATION

Completely automate outsourced maintenance activities and get real-time service reporting. Reduce fleet operating costs and empower your drivers to find shops easily and get back on the road faster. Manage repair costs and reduce the burden on your accounts payable team.

WORK ORDERS

Plan, schedule and carry out detailed fleet maintenance work orders, tasks, and costs. Efficiently track service work and every associated line item from start to finish and analyze the cost of service for your assets.

PARTS INVENTORY MANAGEMENT

Track fleet parts and supplies with ease using Fleetio's web-based inventory system and Fleetio Go.

FLEET REPORTS

Every report features easy-to-read data visualizations, flexible filtering and customizable date ranges. Subscribe to a report and schedule it to come straight to your inbox, or print and export PDFs to make sharing critical operations data quick and simple.

INTEGRATIONS

Fleetio can integrate with many of the fleet management tools you use today to pull in relevant data and make it easier to take action on, analyze, and report on— fuel cards, gps/telematics devices, maintenance shops and more.

ASSET ASSIGNMENTS

Assign vehicles and equipment to your team easily. Gain insight into an assignment audit trail at any point in time and update assignments at lightning speed.

TOTAL COST OF OWNERSHIP

Make data-driven decisions about asset acquisition and replacement. Understanding the total cost of ownership for each of your fleet vehicles enables you to unite your industry experience with up-to-date numbers to make more informed choices.

OPEN API

The Fleetio API allows customers and third-party developers to leverage Fleetio data like vehicle records, maintenance logs and driver information in other software applications. Using the API, Fleetio customers can seamlessly integrate multiple aspects of their business with fleet management operations.

WEBHOOKS

Fleetio Webhooks automate more of your fleet's activities by automatically pushing data about your assets to other systems and applications. Choose from over 50 different events such as vehicle status changes, issue creation and resolution, work order completion and more. Fleetio will push details about these events automatically when they occur, helping you set off relevant notifications, tasks and follow-ups in other systems and applications you already use.

What Fleetio Customers Enjoy

Unlimited Users - Invite co-workers, outside vendors and others to review fleet data, update information, generate reports, receive notifications and more. Includes role-based access and fine-grained control over what each user can do within Fleetio.

Security - Fleetio provides high-level security of your data:

- Highly confidential personal information such as credit card data is protected with encryption using Secured Socket Layer (SSL) technology during transmission over the Internet.
- All data in the Service is stored and processed through third party subprocessor Amazon Web Services (AWS), which has its processing in the United States of America and Ireland.
- Your account information and access to Fleetio is accessible only through the use of an individual username and password. You should keep your password confidential and do not disclose it to any other person.

Customer Support

Fleetio's Support Team maintains a better than a best in class 95% Customer Satisfaction Score (CSAT). If you ever need support assistance just visit our contact us page or use the help menu inside of Fleetio. Support services include:

1. **Online self-help tools** - Detailed documentation, videos, user guides.
2. **Live customer support** - Phone, email, and chat with customer portal for ticket tracking.
3. **Proactive communication** - Our status page indicates upcoming maintenance windows, provides System Metrics and details incidents.

Customer Success Manager

To us, a strong partnership involves collaboration. In addition to our Customer Support team, you will be assigned a dedicated Customer Success Manager (CSM) who is available to assist you with a primary focus on:

- Ensuring the product helps you reach ROI/KPI goals. We'd like to understand the goals our customers plan to achieve using Fleetio and work closely with them to ensure we are meeting those needs.
- Collecting and understanding customer feedback. This is significant to the evolution of our products. We want to hear product suggestions that customers feel will increase

efficiency and help meet ROI goals. Chances are, other customers will benefit from these ideas as well. Product improvements help the industry, overall.
- Delivering product functionality that meets your needs, as identified during the sales process.
- Best Practices by industry. In addition to white papers on our website, we share best practices from Fleetio and other industry experts, on processes and workflows to streamline usage by industry.

Onboarding Services

Our Onboarding Services Team offers an effective combination of deep product knowledge and fleet management expertise to get your team using Fleetio to its full extent in no time. Our goal is to accelerate your time to value and set you up for long-term success by customizing the onboarding experience to fit your business. Our team will help you get your data into Fleetio and be your consultant and guide as you configure your account to fit your fleet's specific needs. We'll work with you to add users, set permissions and ensure your team adopts and masters Fleetio to encourage real-time collaboration.

The Onboarding Services include:

- Dedicated Onboarding Specialist
- Implementation Plan
- Education and train-the-trainer materials
- Assistance with
    - Data Importing
    - Integration Set-Up
    - System Configuration
    - Roll Out Planning
    - Reporting and Dashboards
- Fleetio and Industry Best Practices

Investment Overview

Product	Price	Asset Count	Payment Frequency	Total
GSA - Advanced Plan Annual Subscription	$75.60	200	Annual	$15,120.00
Onboarding Services: 100-250 Vehicles	$599.00	1	One Time	$599.00

References & Case Studies

Our company is 100% focused on the success of our customers. We prioritize gathering feedback from our customers and ensuring they utilize our innovative technology to optimize their fleet. We provide best practices on managing a fleet and continue to build Fleetio based on customer feedback. We have a wide variety of customers across a number of industries, and together we are changing the way fleets are managed and measured.

ESTIMATE

AUTOsist, LLC
22311 Butterfield, Mission Viejo, CA 92692,
UNITED STATES
admin@autosist.com; Website: AUTOsist.com

Estimate No#: 0921
Estimate Date: Oct 6, 2023

$10,600.00
ESTIMATED AMOUNT

BILL TO
City of Villa Rica, GA
Chris Maddox
571 W Bankhead Hwy, Villa Rica, GA 30180,
UNITED STATES
cmaddox@villarica.gov
Phone: +1 770-550-6099

SHIP TO
City of Villa Rica, GA
Chris Maddox
571 W Bankhead Hwy, Villa Rica, GA 30180,
UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT($)
1	Maintenance Package - 200 Vehicles -$4.00 Per Asset Per Month (Billed Annually)	12	$800.00	$9,600.00
2	Setup Fees - One Time Includes on boarding, account setup, fuel/gps integrations, virtual training	1	$1,000.00	$1,000.00

Subtotal	$10,600.00
TOTAL	**$10,600.00 USD**

NOTES TO CUSTOMER

We do have price matching available with comparable software and feature sets. All price matching is on a case by case basis.

SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

Chris Maddox

City of Villa Rica, GA

Quote #: 1883

Quote Date: Aug 7, 2023

Quote Expires: Dec 31, 2023

FASTER Asset Solutions Quote and Proposal

Chris Maddox

Fleet Manager

City of Villa Rica, GA

FASTER Asset Solutions is pleased to submit our proposal, City of Villa Rica, GA-FASTER Web. *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

***FASTER* Invests in the Long-Term:**

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

Best Regards,

John Griffin
***FASTER* Asset Solutions**
Business Development Manager
Direct 757.623.1700 ext 3034
Mobile: 205.515.2167
John.G@fasterasset.com

John Griffin

john.g@fasterasset.com

Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	**1883**
Date	**Aug 7, 2023**
Expires	**Dec 31, 2023**
Contact	**John Griffin**

Prepared for

City of Villa Rica, GA
Chris Maddox
106 Temple Street
Villa Rica, GA 30180
United States

T: 770-550-6099
E: cmaddox@villarica.gov

ACCEPT QUOTE

City of Villa Rica, GA-FASTER Web

FASTER Web Core

One-Time Fees

Category	Item	Qty
LICENSE	**FASTER WEB CORE LICENSE FEE** FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at $5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. FASTER (Code: 001)	151
SETUP / Hosting	**Database Management & Setup** Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes all support and maintenance for the first year of service. Faster Asset (Code: DBMS)	1

One-Time Subtotal $26,100.00

Annual Fees

Category	Item	Qty

SUPPORT and MAINTENANCE	**FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Core annual support and maintenance fee per standard asset. FASTER (Code: 001A)	151
SUPPORT and MAINTENANCE	**Database Annual Support and Maintenance** Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes 24x7x365 cloud database access. FASTER (Code: DBMSANN)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$12,020.00

FASTER Web Add-On Solutions

One-Time Fees

Category	Item	Qty
Addon Modules / WEB	**Fuel Import - Single Vendor** Single Vendor Fuel Import This is a single vendor fuel import for a new FASTER Web customer. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import Faster Asset (Code: 300)	1
Addon Modules / WEB	**Single Vendor Site and Dispenser Add On** This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. Faster Asset (Code: 303)	1

One-Time Subtotal	$7,725.00

Annual Fees

Category	Item	Qty

SUPPORT and MAINTENANCE	**Fuel Import Single Vendor Support and Maintenance** Annual support and maintenance for fuel import FASTER (Code: 300ann)	1
SUPPORT and MAINTENANCE	**Single Vendor Site and Dispenser Support and Maintenance** Annual support and maintenance for site and dispenser FASTER (Code: 303ann)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$1,545.00

FASTER Web Implementation

One-Time Fees

Category	Item	Qty

Professional Services / Data Conversion	**Core Data Conversion and Implementation**
	This package provides you with the tools to stage the following active records and for FASTER to convert these staged records into their FASTER Web Asset Management System:
	• Asset Master Records
	  ◦ The Asset Master Record & Asset Warranties
	  ◦ Last Preventive Maintenance (PM) and Last Scheduled Action (SA) performed against Asset
	• Parts Item Master Records
	  ◦ The Part Item Master Record & Part Item Warranties
	  ◦ Part Item Unit Price, Markup, Shipping & Tax and Quantity in Stock
	• Vendor Master Records
	  ◦ The Vendor Master Records & Vendor Purchase Orders
	• Person Records
	  ◦ Person Record (for an Employee, User, Technician, Asset contact)
	• An Asset's Monthly/Yearly Historical Costs (Separated by: Maintenance Costs, Repair Costs, Accident Costs, Capital Costs, Warranty Costs, Fuel Costs, Labor Costs, Parts Costs, Sublet Costs, Miscellaneous Costs, and Credit Costs)
	• An Asset's Monthly/Yearly Amount of Fuel Consumed/Quantity Dispensed to Asset (up to 2 Fuel Types)
	*A comprehensive list of fields that can be staged and converted can be provided upon request.
	This package does ***not*** include staging or conversion of active nor historical Work Orders, Issued Parts, or Fuel Transactions. Instead, this package includes the staging and conversion of an Asset's monthly and/or yearly historical costs and consumed fuel/dispensed fuel quantities that a client needs readily available to fully utilize reports and metrics in the new system. Any Active or Open transactions will need to be manually entered into FASTER Web after Go-Live.
	Your data must be staged before it can be converted into FASTER Web. For this process, FASTER provides you with all the tools you will need to properly identify and map fields from your existing system,
		1

then stage your data in FASTER's Staging database that's converted to FASTER Web. You will need to obtain access to a data dictionary defining your current and legacy data/systems side, FASTER cannot provide this.

FASTER's Staging Data Tools:

- The FASTER Staging Database where you will stage your data into the appropriate fields.
- The FASTER Staging Data Dictionary detailing each of the fields that are required, conditionally required, and optional.
- The FASTER Staging Database Inspection tools and reports that you will run and check the staged data and ensure no errors exist.
- Mapping Options:
    - FASTERs MS Excel Data Mapping Sheets: Assets, Persons, Parts Inventory, Vendors. This requires you to use FASTER's specific data mapping sheet templates for staging data and loading into the utility. FASTER MS Excel Data Mapping Sheets DO NOT support Advanced Historical Data Conversion.
    - FASTER Staging Database: Insert data directly into a staging database using your SQL tools. This typically requires you to have database development skills with an understanding of your existing database schema. Converting Advance Historical Data requires the use of the FASTER Staging Database. If purchasing the optional Advanced Historical Data Conversion, you cannot use the FASTER MS Excel Data Mapping Sheets.

FASTER's Conversion of your Staged data: Once your data is staged and ready, FASTER converts the staging database over into the FASTER Web database structure and tests the converted data against the staging database.

The Core Data Conversion and Implementation is a required service for any new FASTER Web client.

Manufacturer: FASTER

Data Services	☐ **Advanced Historical Data Conversion & Testing** *Optional*	1

The Advanced Historical Data Conversion requires you to have SQL tools and database development skills with an understanding of your existing database schema. In addition to the Core Data Conversion this optional package allows you to convert the following records into your FASTER Web Asset Management System and require:

- Historical Work Orders & Direct Charge Transactions
  - Parts Issued on Work Order
  - Meter Offsets on Work Order
  - Labor & Sublets
- Historical Fuel Transactions (cost, quantity, fuel type, meter reading)

* A comprehensive list of fields that can be staged and converted can be provided upon request.

This package does ***not*** include staging or conversion of active (open) Work Orders, Part Issues, Direct Charges, or Fuel Transactions. Any Active or Open transactions will need to be manually entered into FASTER Web after Go-Live.

Like the Core Data Conversion, FASTER provides you with tools you will need to properly identify and map fields from your existing system, then stage your data in FASTER's Staging database that's converted to FASTER Web. You will need to obtain access to a data dictionary defining your current and legacy data/systems side; FASTER cannot provide this.

FASTER's Staging Data Tools:

- FASTER Staging Database: Insert data directly into a staging database using your SQL tools. This requires you to have SQL tools and database development skills with an understanding of your existing database schema.
- The FASTER Staging Data Dictionary detailing each of the fields that are required, conditionally required, and optional.
- The FASTER Staging Database Inspection tools and reports that you will run and check the staged data and ensure no errors exist.

Once your data is staged and ready, FASTER converts the staging database over into the FASTER Web database structure and tests the converted data against the staging database.

The Advanced Historical Data Conversion service is an optional add on to the Core Data Conversion and Implementation service.

Faster Asset (Code: 400ah)

Professional Services / Data Conversion	☐ **Data Extraction Assistance (Hourly)** *Optional*	65

Optional service to provide customers with assistance extracting, mapping or populating the data. FASTER implementation specialists work with the Customer's Team to extract, map and populate the data from the current database to the MSSQL staging database. This service is proposed on an hourly basis and is typically recommended but is not required for implementation.

Faster Asset (Code: 403a)

One-Time Subtotal	$24,000.00

FASTER Web Training

One-Time Fees

Category	Item	Qty

Professional Services / Training	**Implementation Training**
	• Faster Web 101 Introduction
	• Training Planning Meeting
	• Pre-Go Live
	  • Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live
	• Go Live
	  • Three days of onsite, live, instructor-led training
	  • Covers functions necessary in day-day fleet work
	• 90 Days Post-Go Live
	  • Deployment 30 min weekly Status Consult for 1st 30 days
	  • Health Check 2-hr call 60 and 90 days from Go Live.
	• Ongoing through 1st Year
	  • Access to FASTER Resource Central
	  • Monthly public Q&A and Seminar on specific topics
	Faster Asset (Code: 512-SGL)
		1

One-Time Subtotal	$15,950.00

Summary

Please contact us if you have any questions.

Total One-Time	**$73,775.00 USD**
Total Annual Support And Maintenance	**$13,565.00 USD**

ACCEPT QUOTE

Cost Breakdown

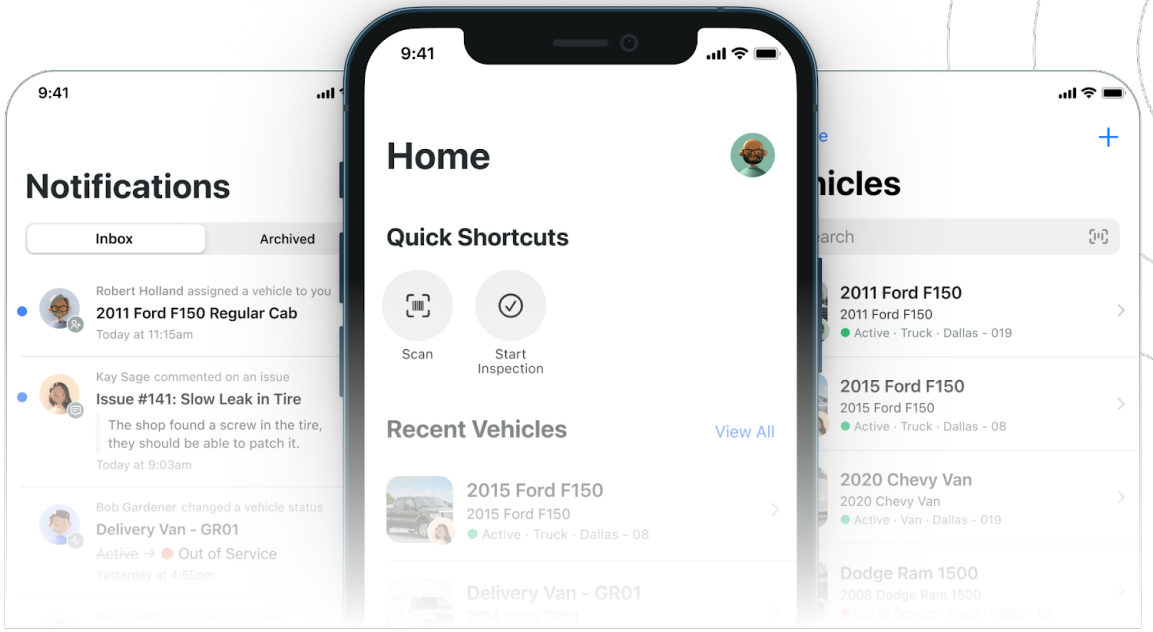
Category	One-Time Fees	Annual Fees
LICENSE	$15,100.00	—
SUPPORT and MAINTENANCE	—	$13,565.00
SETUP / Hosting	$11,000.00	—
Addon Modules / WEB	$7,725.00	—
Professional Services / Data Conversion	$24,000.00	—
Data Services	—	—
Professional Services / Training	$15,950.00	—
Total	**$73,775.00 USD**	**$13,565.00 USD**

- All sales subject to a FASTER Asset MSA or similar agreement.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
  - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.
  - Annual Recurring Fees are not due until the first anniversary of the contract.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

Fleetio



Overview for City of Villa Rica

Joshua Hunter -Oct. 3rd, 2023

Villa Rica Current State and Goals

Current State

- Fleet Size: 150+ Assets
- GPS/Fuel: Wex
- Inspections: Paper
- Maintenance: In-house + Outsourced

Pain Points

- Lack of Centralized Fleet Database
- Vehicle Costing/Reporting
- Mobile Operability from field (Technicians, Drivers)

Timeline

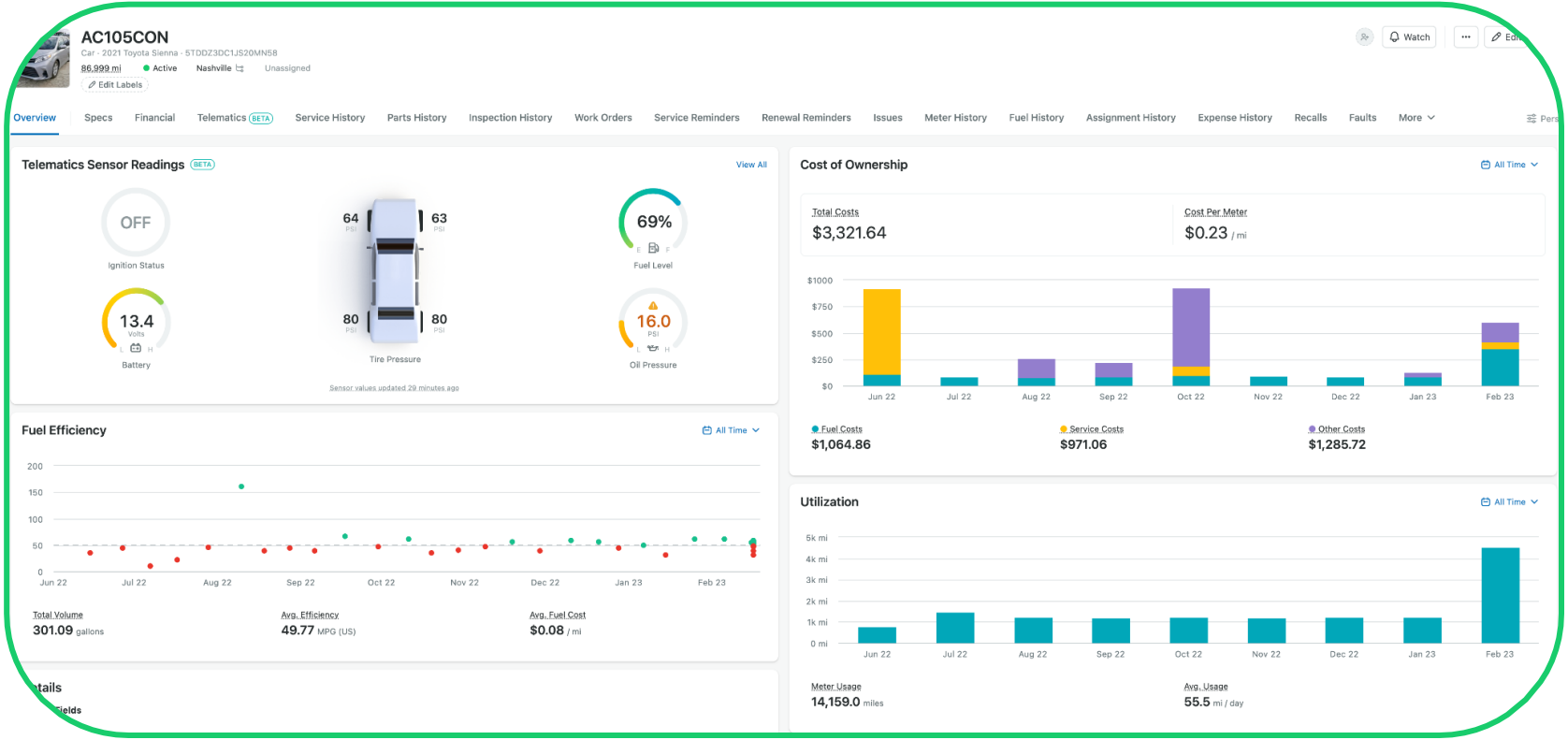
- Upon confirmation with Council.

Needs

- Web Based (Cloud Based)
- Ability to see the entire fleet status
- Cost breakdown per vehicle, location and entire fleet. Including labour and parts cost.
- Part tracking (spare parts)
- Notification of upcoming inspections
- Ability to update on the road via cell phone (can it be used with Android and Apple)
- Ability to produce and customize reports
- Upload of historical data
- Easy to use for mechanics and drivers
- Support and training
- Regular updates
- Interoperability with existing programs or programs within future consideration.

First, Let’s get acquainted. (click to play)

Better Insight



Features

Track Vehicle & Equipment Details

- Asset Management
- Fuel Management
- VIN Decoding
- Vehicle Assignments
- Vehicle Location History
- Fleet Operation Reports
- Total Cost of Ownership
- Fleet Dashboards
- Vehicle Lifecycle Management

Automate Maintenance Handling & Resolution

- PM Scheduling
- Inspections
- Recall Alerts
- Issue Management
- Maintenance Vendor Network
- Work Orders
- Parts and Inventory
- Purchase Orders
- Service History

Integrate Systems & Improve Collaboration

- Telematics Integration
- Fuel Card Integration
- Contact Management
- Roles & Permissions
- Mobile App
- Developer API
- Notifications

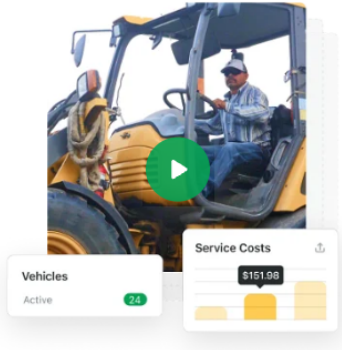
Have over 500 assets?

If you're a large fleet in need of specialized features like SAML-based single sign on (SSO), a sandbox environment for testing and training, priority support and/or custom branding, let's chat!

Construction Equipment Management Software

Manage all aspects of your construction equipment and vehicles

Maximize profits and the lifespan of your construction equipment with our software and equipment maintenance app. Evaluate equipment and vehicle inspections, automate your maintenance workflow and gain insight into asset utilization. Rely on Fleetio to determine the true total cost of your equipment before bidding on a job.



AGI

ACS Allied Construction Services

AA Asphalting

cherrylake

Eikenhorst 1894

HIGHLAND CONTRACTORS

Wyandotte County and Kansas City

Read the Case Study

"What Fleetio now allows us to do is collect data to build the metrics that we never had. We never had any way to calculate vehicle downtime or ROI or overall cost of doing business, prior to Fleetio."

Read the Case Study

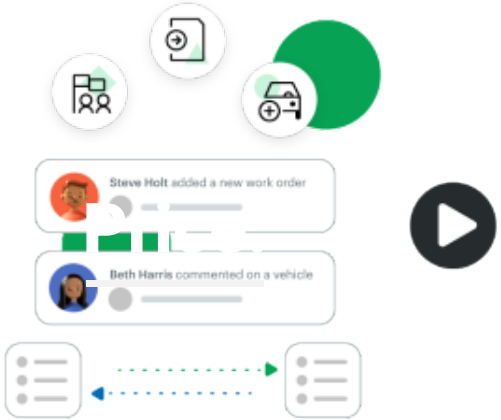
Tom Rowlings, Assistant Fleet Manager

City of Cambridge

We Offer Best-in-Class Onboarding Services

Quick Setup

Our team will help you get your data into Fleetio and configure your account to your fit your fleet's specific needs.



Ensure Adoption

We'll work with you to add users, set permissions and ensure your team adopts and masters Fleetio to encourage real-time collaboration.

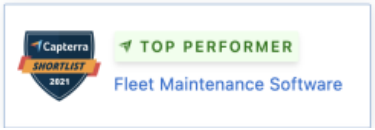
Realize Value

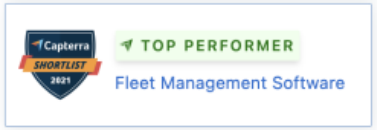
Our goal is to accelerate your time to value and set you up for long-term success by customizing the onboarding experience to fit your business.

Ensuring Your Success

Rated 4.8/5 Stars on Capterra

(based on 100s of reviews)

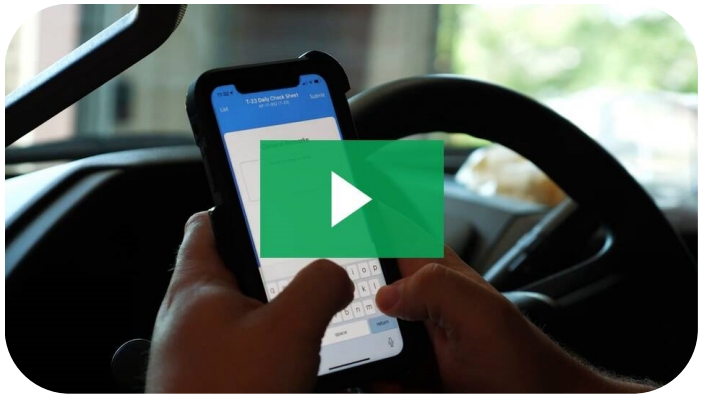


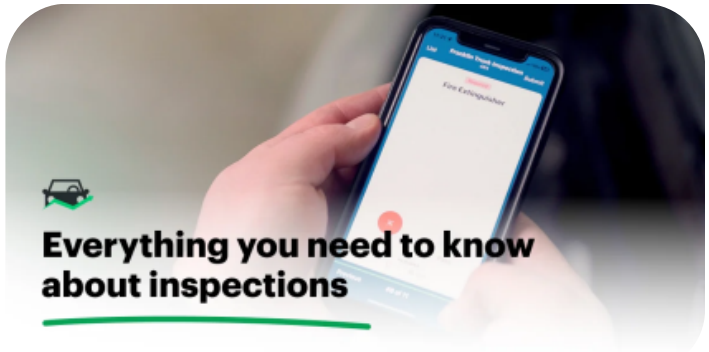


- Customer Support Team
- Regular Training Webinars
- Fleetio Help Center
- Quality Support via Email, Phone, Chat
- Online Customer Community

Vehicle Inspections

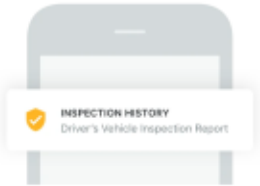
Maintain airtight compliance with a vehicle inspection app and instant access to your entire inspection history.





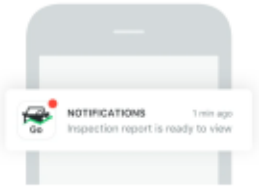
Eliminate Paperwork

Conduct inspections, submit photos and add comments all from your mobile device or computer. With less to enter and data automatically saved in Fleetio, you'll save loads of time over traditional paper processes without costly added hardware.



Be Compliant

Schedule vehicles for inspections and alert drivers when inspections are due. Inspection history is accessible through Fleetio Go at anytime, ensuring drivers can produce necessary reports for law enforcement.



Address Issues Immediately

Customize notifications and take action instantly when inspections criteria fail. Instead of waiting for paper forms to cross their desks, administrators are alerted to issues promptly and your vehicles can get back on the road faster.

Fleetio Inspections: How It Works

Fleetio Inspections is an intuitive solution available on your computer or smartphone to help you manage and track the inspections process end-to-end. Create custom inspection forms and manage reported defects electronically. FMCSA-compliant DVIRs are quickly accessible from anywhere, even areas without internet, helping you prove safety and compliance on the road.

Driver inspects vehicle and records findings in mobile app or web browser.

Results appear in Fleetio and the fleet manager schedules repairs.

Vehicle repairs are completed and recorded against the original inspections report.

The driver confirms the issue is resolved in their next inspection.

The vehicle is road-ready with a fully compliant inspections report.

City of Villa Rica - Fleetio Pricing

Product	Asset Count	Payment Frequency	Price
Fleetio Manage Advanced Plan	200	Annual	$15,120.00
Onboarding Services	-	One-Time	$599.00

Return on Investment

Reduce time spent on maintenance by **50%**

Save **48%** on maintenance costs

Fleetio ROI Calculator

Run fleet reports in **1/10** of the time

Reduce time spent on inspections by **83%**

Fleetio

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: VRPD Patrol Vehicles
AGENDA DATE: 11-14-2023

DATE PREPARED: Chris Maddox
PREPARED BY: 10-31-2023

AMOUNT: $199,088
GL ACCOUNT #:
FUNDING SOURCE: GIRMA-$21,120; 2016 Douglas SPLOST $50,000; general $127,968
BUDGETED ITEM? No
PUBLIC HEARING: No

PURPOSE: To purchase and equip three Ford Utility Interceptors (Explorers) to be utilized as full-service patrol vehicles by Villa Rica Police Department.

BACKGROUND: VRPD has one unit that was totaled which we will receive $21,120 from GIRMA. We also will be utilizing $50,000 of 2016 Douglas SPLOST. As staffing continues to improve, we need these new patrol vehicles to ensure the fleet remains in good order, each officer has an assigned vehicle, and provides sufficient spares on hand.

STAFF RECOMMENDATION: To approve the purchase of three new patrol vehicles from Wade Ford which is the state contract holder. These units are on the dealer's lot with no wait time. Ford has announced that considerable price increases can be expected to offset the UAW strike negotiations. The total cost for these units will be $199,088. This includes the vehicles, camera systems, pd decals, and upfitting. The breakdown for these items is as follows:

VENDOR	PRODUCT	COST
WADE FORD	VEHICLES	$133,602
MOTOROLA	DASH/ BODY CAMS	$29,181
METRO COMMUNICATIONS	UPFITTING	$35,255
EXTREME IMAGES	STRIPING	$1,050
	TOTAL	$199,088

IMPACT: Purchasing the units which are already on the dealer's lot allows us to utilize them immediately and not face price increases and long delivery times. These savings can be used for other important projects. Purchasing these units will allow the VRPD fleet to better serve the community.

MOTION: I move to allow the Mayor or City Manager to purchase from Wade Ford three Ford Utility Interceptors, the needed equipment to furnish the vehicles and upfitting for a total of $199,088.

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*				
Order	**Option**	**Description**	**Price**	**Total**
	STD	3.3L V6 HYBRID	$ -	$ -
1	99B/44U	3.3L V6 Flex Fuel (Req. 98F)	$ (2,343)	$ (2,343)
	99C/44U	3.0L EcoBoost	$ 938	$ -

EQUIPMENT GROUP				
Order	**Option**	**Description**	**Price**	**Total**
	65U	Interior Upgrade Package	$ 385	$ -
	66A	Front Headlamp Lighting Solution	$ 883	$ -
	86T	Tail Lamp Housing	$ 59	$ -
	66B	Tail Lamp Lighting Solution	$ 425	$ -
	66C	Rear Lighting Solution	$ 449	$ -
	67H	Ready for the Road Package	$ 3,548	$ -
	67U	Ultimate Wiring Package	$ 552	$ -
	67V	Police Wire Harness Connector Kit	$ 183	$ -

KEY EXTERIOR OPTIONS				
Order	**Option**	**Description**	**Price**	**Total**
	41H	Engine Block Heater	$ 86	$ -
1	153	License Plate Bracket (Front)	$ -	$ -

LAMPS/LIGHTING				
Order	**Option**	**Description**	**Price**	**Total**
1	43D	Dark Car Feature	$ 25	$ 25
	942	Daytime Running Lamps	$ 44	$ -
	17T	Dome Lamp - Red/White (Cargo)	$ 49	$ -
	21L	Front Warning Aux Light	$ 543	$ -
	96W	Front Interior Windshield Light	$ 1,130	$ -
1	60A	Pre-Wiring for Grill LED/Siren	$ 49	$ 49
	43A	Rear Aux Liftgate Lights	$ 390	$ -
	63L	Rear Quarter Glass Side Lights	$ 568	$ -
	96T	Rear Spoiler Traffic Lights	$ 1,475	$ -
	63B	Side Market LED (Req. 60A)	$ 287	$ -

SPOT LIGHT PREP KITS				
Order	**Option**	**Description**	**Price**	**Total**
	51P	Spot Lamp Prep Kit (Driver Side)	$ 139	$ -
	51W	Spot Lamp Prep Kit (Dual Side)	$ 277	$ -

SPOT LAMP - LED BULB				
Order	**Option**	**Description**	**Price**	**Total**
1	51R	Spot Lamp - Driver (Unity)	$ 390	$ 390
	51T	Spot Lamp - Driver (Whelen)	$ 414	$ -
	51S	Spot Lamp - Dual (Unity)	$ 611	$ -
	51V	Spot Lamp - Dual (Whelen)	$ 656	$ -

BODY				
Order	**Option**	**Description**	**Price**	**Total**
	92G	Delete Privacy Glass	$ 118	$ -
	92R	Delete Privacy Glass (2nd Row ONLY)	$ 84	$ -
	76D	Deflector Plate	$ 331	$ -

WHEELS				
Order	**Option**	**Description**	**Price**	**Total**
	STD	Chrome Center Caps	$ -	$ -
	65L	Wheel Covers (18" Full Face)	$ 59	$ -
	64E	18" Painted Aluminum Wheel	$ 469	$ -

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

AUDIO/VIDEO				
Order	**Option**	**Description**	**Price**	**Total**
	47E	12.1" Integrated Computer Screen	$ 2,709	$ -
	87R	Rear View Camera (Mirror Display)	$ 15	$ -
	19V	Rear View Camera On-Demand	$ 228	$ -

DOORS/LOCKS				
Order	**Option**	**Description**	**Price**	**Total**
1	52P	Hidden Door-Lock Plunger w/door INOP	$ 155	$ 155
1	68G	Rear-Door Handles INOP (w/52P)	$ 71	$ 71
	18D	Global Lock/Unlock Feature	$ 25	$ -
1	55F	Remote Keyless - Entry Fob	$ 336	$ 336

KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*				
Order	**Option**	**Description**	**Price**	**Total**
	59E	Keyed Alike - 1435x	$ 49	$ -
	59B	Keyed Alike - 1284x	$ 49	$ -
	59D	Keyed Alike - 0135x	$ 49	$ -
	59F	Keyed Alike - 0576x	$ 49	$ -
	59J	Keyed Alike - 1111x	$ 49	$ -
	59C	Keyed Alike - 1294x	$ 49	$ -
	59G	Keyed Alike - 0151x	$ 49	$ -

FLOORING/SEATS				
Order	**Option**	**Description**	**Price**	**Total**
	16C	1st 2nd Row Carpet Floor	$ 124	$ -
	88F	2nd Row Cloth Seats	$ 59	$ -
			$ -	$ -
	87P	Power Passenger Seat	$ 321	$ -
	85S	Front Console Plate - Delete	$ -	$ -
	85R	Rear Center Seat - Delete	$ 44	$ -

SAFETY & SECURITY				
Order	**Option**	**Description**	**Price**	**Total**
	90D	Ballistic Panels Lvl III+ (Driver)	$ 1,565	$ -
	90E	Ballistic Door Panels (Front)	$ 3,128	$ -
	90F	Ballistic Panels Lvl IV+ (Driver)	$ 2,384	$ -
	90G	Ballistic Panels Lvl IV+ (Front)	$ 4,768	$ -
1	55B/54Z	BLIS - Blid Spot Monitoring	$ 538	$ 538
	68B	Police Perimeter Alert	$ 667	$ -
	76P	Pre-Collision Assist	$ 148	$ -
1	549	Mirrors - Heated Sideview	$ 59	$ 59
	593	Perimeter Alarm (Req.55F)	$ 118	$ -
	47A	Police Engine Idle Feature	$ 256	$ -
1	76R	Reverse Sensing System	$ 272	$ 272

MISC				
Order	**Option**	**Description**	**Price**	**Total**
	17A	Aux Air Conditioning	$ 602	$ -
				$ -
	16D	Badge Delete	$ -	$ -
	63V	Cargo Storage Vault	$ 242	$ -
	19K	H8 AGM Battery	$ 108	$ -
1	60R	Noise Suppression Bonds	$ 99	$ 99
	18X	100 Watt Siren/Speaker	$ 311	$ -
	61B	OBDII Split Connector	$ 55	$ -
	CBX	Cop Box Storage Locker	$ 1,995	$ -

		Base Vehicle Price	$	42,383
		Options Selected	$	(349)
Enter Miles		Delivery	$	-
	UPFIT	U562 PGA34565 mor like units	$	-
1	ESP6/100	Premium Care Service Plan (6yr/100,000)	$ 2,500	$ 2,500.00

**Comprehensive repair protection*

TOTAL per Vehicle	**$**	**44,534**
Quantity Requested		3
ORDER TOTAL	**$**	**133,602**

Contact Information:

Agency	City of Villa Rica
Contact	
Address	
Phone	
Email	

10/31/2023

QUOTATION & PURCHASE CONTRACT

Extreme Images, LLC
Job #429555
10/23/2023

Lori Still
Email: lori@extremeimagesllc.com

BILL TO
Villa Rica Police Department
106 Temple Street
Villa Rica, GA 30180
United States

2118 Fairburn Road
Douglasville, GA 30135
United States
Website: extremeimagesllc.com
Phone: 770-949-5860

QUANTITY	DESCRIPTION	UNIT COST	COST
3	Cut vinyl graphics installed on 3 new explorer interceptors	$350	$1,050

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Villa Rica Police Department	**Extreme Images, LLC**
Sign: _____	Sign:_____
Print: _____	Print:_____
Date: _____	Date:_____

Subtotal	$1,050
Total Tax	$0
TOTAL CONTRACT	**$1,050**
Required Deposit	$0
FINAL BALANCE	$1,050

We require an approval before we can proceed with proofing and production. Please let me know if you have any questions, I'd be more than happy to help! We appreciate your business with us and look forward to hearing from you!

*If a job is canceled for any reason after it has entered the art department, a $200.00 artwork fee will be deducted from the deposit amount before the refund is issued. If the deposit is less than $200.00, no refund will be given.

Metropolitan Communications

Making Wireless Communications Work for You Since 1978

Prepared For: **103 Commercial Ave**
Carrollton, GA
770-834-7704

10/25/2023

PREPARED FOR:
VILLA RICA POLICE DEPT
2022 FORD INTERCEPEPTOR UTILITY UPFITTER PACKAGE
ATTENTION: HUNTER ETHREDGE

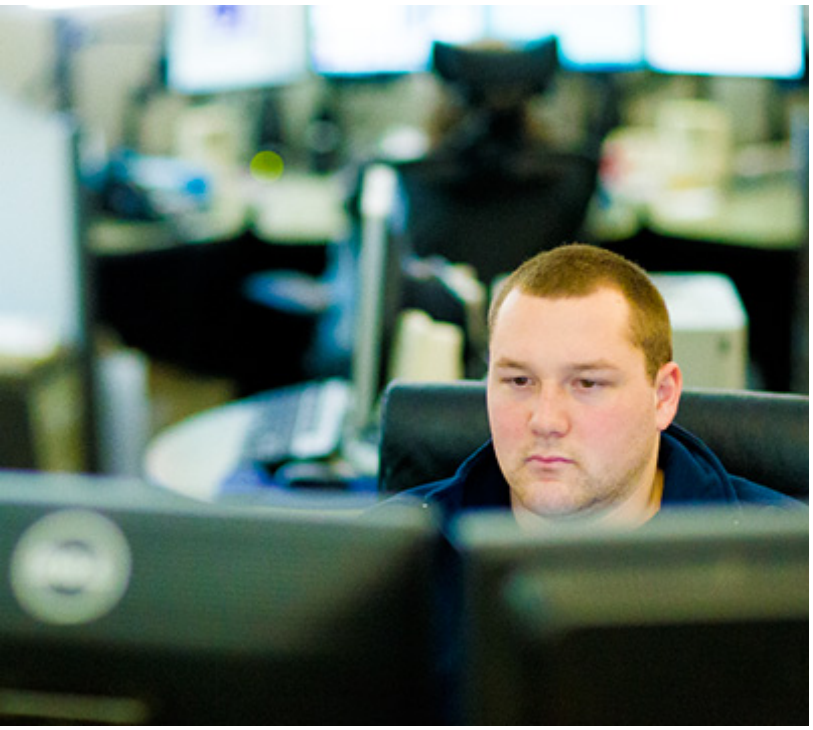
PREPARED BY:
EVAN BUFORD

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
3	FEDERAL INTEGRITY PACKAGE, PF200R SIREN, SPKR - STT	$2,720.00	$8,160.00
3	PUSH BUMPER ONLY	$640.00	$1,920.00
6	MPS62U-BW CHANNEL LIGHTS	$126.00	$756.00
24	MPS62U-BW - SIDE OF PB AND TAG LIGHTS, CARGO, HATCH	$126.00	$3,024.00
12	L BRACKETS FOR CARGO AREA INTERSECTION	$16.00	$192.00
3	REAR FLASHER	$110.00	$330.00
3	FRONT FLASHER	$105.00	$315.00
3	FULL SPACE SAVER PARTITION W/ LOWER EXT	$991.00	$2,973.00
3	PROGARD REAR CARGO	$540.00	$1,620.00
3	FORD INTERCEPTOR CONSOLE C-VS-1012-INUT	$510.00	$1,530.00
3	INTERNAL CUP HOLDER	$62.00	$186.00
3	ARM-103 ARM REST	$145.00	$435.00
3	HAVIS LAPTOP MOUNT UT-1001, HDM-305, MD-202, HDM-204	$740.00	$2,220.00
3	HEADREST PRINTER STAND	$410.00	$1,230.00
3	BROTHER PJ-822 PRINTER WITH CABLES	$376.00	$1,128.00
3	800 MHZ ANTENNA AND COAX	$92.00	$276.00
3	DUAL GUN RACK - REM 870/ KS7	$515.00	$1,545.00
3	STREAMLIGHT STRION DS HPL	$142.00	$426.00
3	WINDOW GUARDS REAR - CHOOSE POLY OR STEEL	$255.00	$765.00
3	WIRING AND FUSE BLOCK FOR VEHICLE	$130.00	$390.00
3	3 HOLE OUTLET	$28.00	$84.00
1	SHIPPING FOR EQUIPMENT - ESTIMATED	$800.00	$800.00
3	INSTALLATION	$1,650.00	$4,950.00

TOTAL **$35,255.00**

NOTES:
PLEASE ALLOW 6-8 WEEKS DELIVERY ON LARGE ITEMS
CAMERA, RADIO, RADAR INSTALLATION INCLUDED
PROPOSAL GOOD FOR 30 DAYS
LIGHTBAR BUILD WILL HAVE RED LIGHTS AS STT - ORDER PER BUILD SHEET

MOTOROLA SOLUTIONS



VILLA RICA POLICE DEPT

Villa Rica PD-GA-(3) M500/V300 ELC

10/26/2023

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MOTOROLA SOLUTIONS

QUOTE-2395266

10/26/2023

VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180

RE: Motorola Quote for Villa Rica PD-GA-(3) M500/V300 ELC
Dear Bernardo Guzman,

Motorola Solutions is pleased to present VILLA RICA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VILLA RICA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Adam Thompson at Lane.Thompson@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Adam Thompson
RSM

Billing Address:
VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180
US

Quote Date:10/26/2023
Expiration Date:01/24/2024
Quote Created By:
Adam Thompson
RSM
Lane.Thompson@motorolasolutions.com
205.354.8945

End Customer:
VILLA RICA POLICE DEPT
Bernardo Guzman
bguzman@villarica.gov

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	3		$6,015.00	$18,045.00
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT	3		$328.00	$984.00
	V300					
3	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	3		$995.00	$2,985.00
4	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	3		$200.00	$600.00
5	WGP02614	V300, BATT, 3.8V, 4180MAH	3		$99.00	$297.00
	VideoManager EL & EX: Video Evidence Management					

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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
6	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	3	1 YEAR	$895.00	$2,685.00
7	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA	3	1 YEAR	$695.00	$2,085.00
8	WGW00122-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		$1,500.00	$1,500.00

Grand Total $29,181.00(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customers Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.

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M500 In-Car Video System Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
  - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

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- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

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V300 Body-Worn Camera Solution Description

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.

Key Features of the V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application -** Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** – The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation -** Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.

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V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source -** The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.

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DOCKING STATIONS

The V300 has three docking options:

Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.

Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.

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COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.

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- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.

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- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and equipment as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.

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- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.

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- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION

EQUIPMENT PROCUREMENT AND INSTALLATION

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

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If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.

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Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.

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- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

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VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

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- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

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DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

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Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Purchase of New Ford F150
AGENDA DATE:	11-14-2023
DATE PREPARED:	11/3/2023
PREPARED BY:	Chris Maddox
AMOUNT:	$42,000
GL ACCOUNT #:	350-4210-542500
FUNDING SOURCE:	Capital
BUDGETED ITEM?	No (using savings from other capital purchase)

PURPOSE: To purchase a new Ford F150 Crew cab 4x4 for the Site Inspector

BACKGROUND: Currently the Site Inspector uses a repurposed 2011 Ford Crown Vic police car to perform inspections. This unit is becoming costly to maintain due to its age and difficulty finding parts. In many situations not having a 4x4 makes his duties difficult because many sites are still under construction.

STAFF RECOMMENDATION: To purchase one new Ford F150 Crew Cab 4x4 from Buster Miles Ford in Heflin Alabama. Buster Miles Ford was the only dealer that was found to have a unit matching our needs on their lot.

IMPACT: The inspector would be able to more efficiently inspect properties with a vehicle designed for his usage.

MOTION: I move to authorize the Mayor to purchase from Buster Miles Ford one new Ford F150 Crew Cab 4x4 truck for $42,000.

Purchase Agreement

Mim Miles
Buster Miles Automotive
Ford 1880 Almon St
Chevy 1884 Almon St.
Heflin, AL 36264

Buyer	Co-Buyer	Vehicle
City Of Villa Rica City of Villa Rica 571 W Bankhead Hwy Villa Rica, GA 30180 C: (770) 550-6099		2022 Ford F-150 VIN: 1FTEW1EB6NKF08179 Stock #: 219795 Mileage: 3 Color: Oxford White

Purchase Details	
Retail Price:	$43,555.00
Sales Price:	$41,176.00
Savings:	$2,379.00
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$35.00
Proc/Doc Fees:	$789.00
Total Taxes:	$0.00
Total Sales Price:	$42,000.00
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$42,000.00

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

Printed 10/10/23 11:25 AM

*With approved credit.

F150 Pickup Contract 10590-WS

Regular Cab, 4x2, Short Wheel Base, Spare, 3.3L V6, Automatic, AC,Vinyl 40-20-40 seats, AM/FM/Bluetooth

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

ROLLINS WALKER Phone (678) 385-3474 FAX (678) 385-3474 email: rollins.walker@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Chassis	Price	Total
	X1*	Super Cab w/ 6.5 ft Bed	4,610.00	0.00		66S	SSV Special Svc Pkg **Crew only**	49.00	0.00
1	W1*	Crew Cab w/ 5.5 ft Bed	6,945.00	6,945.00			req 3.5 or 5.0 Engine		0.00
	LWB	Long Bed	295.00	0.00		102A	XL Plus Upgrade Pkg (**CC only**)	2,257.00	0.00
1	*1E	4x4 Drive System w/ SoF*	5,065.00	5,065.00		61S	STX Appreance Pkg **(101A)**	1,650.00	0.00
1	413	Skid Plates	152.00	152.00		43A/54R	Co-Pilot 360	919.00	0.00
	99D	3.5/Hybrid Engine **Crew only**	7,990.00	0.00		17T	Tow Tech Pkg	844.00	0.00
	477	Pro Pwr 7.2 Kw Generator	719.00	0.00		aataf	Trailer TPMS/Camera	695.00	0.00
						300A	XLT Upgrade	5,405.00	0.00
	99P	2.7L V6 Ecoboost Engine	1,285.00	0.00		59R	Remote Start	187.00	0.00
	998	3.5L V6 Ecoboost Engine	2,735.00	0.00		50N	Navigation **Req SYNC4**	763.00	0.00
	995	5.0L V8 Gasoline Engine	2,335.00	0.00		763	360 Degree Camera **Req53A**	733.00	0.00
	98G	CNG/Pro Prep for Alt Fuel	301.00	0.00		301A	XLT Plus Upgrade	1,973.00	0.00
1	Bi-CNG	17 Gallon CNG		0.00		85P	LED box lighting	120.00	0.00
	Bi-CNG	23 Gallon CNG (**no 5.5**)		0.00		617	Power Adj Pedals	163.00	0.00
	Bi-CNG	10 Gallon CNG **Underbody**		0.00		86B	Chrome App Pkg	1,325.00	0.00
	XL*	Limited Slip Rear Axle	545.00	0.00		302A	XLT Luxury Upgrade	5,215.00	0.00
	CG	Cloth 40-20-40 Seats	125.00	0.00		47R/W	Rubber floor (no reg cab)	150.00	0.00
	WG	Cloth 40-Console-40 **SC/CC only**	283.00	0.00		472	2kW ProPwr (no Reg, Diesel,3.3)	954.00	0.00
	50M	Interior Work Surface	158.00	0.00					0.00
1	85A	Power Equip Grp W,L,M	0.00	0.00		90B	Cross Bed Toolbox Matte	895.00	0.00
	91P	Power Driver Seat	336.00	0.00		90P	Cross Bed Toolbox Bright	895.00	0.00
1	53B	Trailer Tow Hitch class IV	196.00	196.00					0.00
	53A	Trailer Tow Package class V	1,044.00	0.00		BAK	Back Rack w/ Strobes	1,575.00	0.00
1	67T	Trailer Brake Cont **Req 53***	265.00	265.00		TT15	1500 Lb Liftgate	3,585.00	0.00
1	76R	Reverse Sensors **Req 53***	265.00	265.00			Thieman TT15 56x26+5		0.00
1	471	400W Inverter **53A,76R,85A**	327.00	327.00		Leer	Hard Tonneau Cover	1,995.00	0.00
	68P	Snow Plow Prep **Req 995, 4x4**	49.00	0.00		627	Hvy Payload/towing pkg	3,690.00	0.00
1	T7C	LT265/75Rx17E BSW AT Tires **4x4**	284.00	284.00			Incl HDtowing and LS axle		0.00
1	18B	Black Platform Running Boards	240.00	240.00					0.00
1	50S	Cruise Control	216.00	216.00					0.00
1	524/582	SYNC 4	387.00	387.00					0.00
	57Q/924	Rear Defrost/Privacy Tint	306.00	0.00					0.00
	54R/59S	LED Mirror Spotlights **85A,53A**	465.00	0.00					0.00
	942	Daytime Running Lights	41.00	0.00					0.00
	85H	Backup Alarm	120.00	0.00					0.00
	94S/W	LED Warning Strobes A/AW*	695.00	0.00					0.00
	655	Ext Range 36 gal **Gas only**	427.00	0.00					0.00
	595	Fog Lights	135.00	135.00					0.00
1	17C	Chrome F&R Bumpers	169.00	169.00			** Bi-Fuel CNG systems will be		0.00
	68L	Bed Utility Pkg	665.00	0.00			installed at Westport **		0.00
	47W	Tray Style Floor Liners	152.00	0.00			* Shift on the Fly		0.00
1	96W	Spray in Bed Liner	571.00	571.00			* Amber, or Amber/ White		0.00
1	XTR	Extra Keys	275.00	275.00			Tag / Title	75.00	0.00

PAINT COLORS			
1	YZ	Oxford White	
	UM	Agate Black Metallic	
	PQ	Race Red	
	D1	Stone Grey Metallic	
	M7	Carbonized Grey	
	HX	Antimatter BLue	
	JS	Iconic Silver Metallic	
	E7	Velocity Blue Metallic	
	AT	Yellow	$725.00
	B1	School Bus Yellow	$725.00
	E4	Vermillion Red	$725.00
	GR	Green	$725.00

Delivery Region		
1 - 61.00		
2 - 80.00		
3 - 100.00		
4 - 80.00		
5 - 80.00		
6 - 80.00		
7- 100.00		
8 - 120.00		
9 - 135.00		
10 - 140.00		
11 - 180.00		
12 - 200.00		

Base Vehicle	**37,296.00**
Total Chassis options	**15,492.00**
Total Body options	**0.00**
Delivery Zone	**0.00**
Special Paint	
Total	**52,788.00**
Agency Contact	
Phone	
Agency	
Address	

rev 7.11.23

Prepared for: , CITY OF VILLA RICA

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

Client Proposal

Prepared by:
Sandy Greer
Quote ID: 101623-3
Date: 10/16/2023

Prepared for:
CITY OF VILLA RICA
Prepared by: Sandy Greer
10/16/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$47,395.00
Options	$525.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,995.00
Subtotal	$49,915.00

Pre-Tax Adjustments

Code	Description	MSRP
FAJ	FLEET ADJUSTMENT	-$2,600.00
Total		$47,315.00

Customer Signature

Acceptance Date

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Prepared for:
CITY OF VILLA RICA
Prepared by: Sandy Greer
10/16/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

As Configured Vehicle

Code	Description	MSRP
W1L	Base Vehicle Price (W1L)	$47,395.00
101A	Equipment Group 101A Standard	N/C
99P	Engine: 2.7L V6 EcoBoost	Included
44G	Transmission: Electronic 10-Speed Automatic	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,600 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
C	Cloth 40/20/40 Front Seat	Included
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM SiriusXM w/360L	Included
18B	Black Platform Running Boards	$250.00
67T	Integrated Trailer Brake Controller	$275.00
PAINT	Monotone Paint Application	STD
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
425	50 State Emissions System	STD
YZ_01	Oxford White	N/C
SUBTOTAL		$47,920.00
Destination Charge		$1,995.00
TOTAL		$49,915.00

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs

Dimensions

- Conventional Capacity: 8,200 lbs.
- GCWR: 13,400 lbs.
- Fifth-wheel towing capacity: 8,200 lbs.
- Gooseneck towing capacity: 8,200 lbs.
- Cargo box length: 66.0"
- Cargo box min width: 51.1"
- Cargo box volume: 52.8 cu.ft.
- Pickup box depth: 21.4"
- Cargo box max width: 65.2"
- Cargo box tailgate width: 60.3"
- Cargo box length feet: 5.5
- Vehicle body length: 231.7"
- Vehicle body width: 79.9"
- Vehicle body height: 77.2"
- Wheelbase: 145.0"
- Vehicle turning radius: 23.9'
- Frame section modulus: 5.1 cu.in.
- Frame yield strength (psi): 49300.0
- Front bumper to front axle: 37.8"
- Front brake diameter: 13.8"
- Rear brake diameter: 13.2"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Max interior rear cargo volume: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom first-row: 40.8"
- Headroom second-row: 40.4"
- Leg room first-row: 43.9"
- Leg room second-row: 43.6"
- Shoulder room first-row: 66.7"
- Shoulder room second-row: 66.0"
- Hip room first-row: 62.5"
- Hip room second-row: 62.6"

Powertrain

- EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP
- Engine cylinders: V-6
- Spark ignition system
- Horsepower: 325 HP@5000 RPM
- Torque: 400 lb.-ft.@3000 RPM
- Radiator
- Auto stop-start engine
- Driver selectable drivetrain mode
- 10-speed automatic
- Part-time 4WD
- Four-wheel drive
- Recommended fuel: regular unleaded
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Auto locking hub control
- Electronic transfer case shift

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 18 mpg/24 mpg/20 mpg
- Fuel economy city: 18 mpg
- Fuel economy highway: 24 mpg
- Gasoline secondary fuel type
- Fuel economy combined: 20 mpg
- LEV3-ULEV70 emissions

Suspension and Handling

- Standard ride suspension
- Heavy-duty front shock absorbers
- Heavy-duty rear shock absorbers

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper rub strip
- Black rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires
- * **Running boards**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black front bumper
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Tailgate Assist easy lift tailgate
- Locking glove box
- Rear beverage holders
- Driver and passenger door bins
- Instrument panel bin
- Cabback insulator
- Trip computer
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated pickup box storage
- Fixed rear windshield
- Front beverage holders
- 6 beverage holders
- Rear door bins
- Dashboard storage
- PRND in IP
- Over the air updates

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 12 inch primary LCD display
- SiriusXM with 360L AM/FM/Satellite radio
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Gauge cluster display size (inches): 12.00
- Oil pressure gauge
- Voltmeter
- Light tinted windows
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Aero-composite headlights

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Remote activated perimeter approach lighting

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- 6 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Lane Keeping Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- BLIS (Blind Spot Information System)
- Reverse Brake Assist collision mitigation
- Driver Alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	4,838 lbs.	Rear curb weight	1,922 lbs.
GVWR	6,600 lbs.	Payload	1,760 lbs.

Trailering Weights

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Fifth-wheel towing capacity	8,200 lbs.	Gooseneck towing capacity	8,200 lbs.
Conventional capacity	8,200 lbs.	GCWR	13,400 lbs.

Front Weights

Front curb weight	2,916 lbs.	GAWR front	3,600 lbs.
Axle capacity front	4,800 lbs.	Spring rating front	3,600 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	3,400 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	3,400 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9 "
Approach angle	25.5	Departure angle	26.0

Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Cargo box length	66.0"	Front brake diameter	13.8"
Cargo box min width	51.1"	Rear brake diameter	13.2"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Vehicle turning radius	23.9'
Frame section modulus	5.1 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.8"		

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.

Interior Volume

Total passenger volume	131.9 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"

Powertrain

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Engine

Engine	EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP
Valves per cylinder	4
Engine cylinders	V-6
Engine location	Front mounted engine
Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	2.7L
cc	164 cu.in.
Bore	3.27"
Stroke	3.27"
Compression ratio	10.0
SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	325 HP@5000 RPM
Torque	400 lb.-ft.@3000 RPM

Alternator

Alternator amps	200A
Alternator type	Regular duty alternator

Battery

Battery amps	70Ah
Battery type	Lead acid battery
Battery rating	610CCA
Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator
Start-stop engine	Auto stop-start engine
Drivetrain selectable	Driver selectable drivetrain mode

Transmission

Transmission	10-speed automatic
Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission
First gear ratio	4.696
Second gear ratio	2.985
Third gear ratio	2.146
Fourth gear ratio	1.769
Fifth gear ratio	1.52
Sixth gear ratio	1.275
Reverse gear ratio	4.866
Seventh gear ratio	1
Eighth gear ratio	0.854
Ninth gear ratio	0.689
Tenth gear ratio	0.636
Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control

Drive Type

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

4WD type Part-time 4WD
Drive type Four-wheel drive

Drivetrain

Axle ratio 3.55

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler
Fuel tank capacity 36.01 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control
Locking hub control Auto locking hub control
Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type
Fuel economy combined 20 mpg
Fuel economy city 18 mpg
Fuel economy highway 24 mpg
Fuel economy (city/highway/combined) 18 mpg/24 mpg/20 mpg
Fuel economy status Previous year fuel economy status

Emissions

Emissions LEV3-ULEV70 emissions
Emissions tiers Tier 3 Bin 70 emissions

Green Values

Energy Impact Score (Barrels per year) 14.9
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 8.9

Suspension and Handling

Suspension

Suspension Standard ride suspension
Front shock absorbers Heavy-duty front shock absorbers
Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Brake type 4-wheel disc brakes
Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes
Electronic parking brake Electronic parking brake
ABS brakes 4-wheel antilock (ABS) brakes
Post collision braking system Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist
Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar
Suspension ride type front Independent front suspension
Suspension type front Double wishbone front suspension

Front Spring

Regular front springs Regular front springs
Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs
Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension
Suspension ride type rear Rigid axle rear suspension

Steering

Steering Electric power-assist steering system
Steering type Rack-pinion steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17"
Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17"
Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver
Material steel

Front Tires

Aspect 70
Diameter 17"
Sidewalls BSW
Speed S
Tread AT
Type P
Width 265mm

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	265mm		

Body Exterior

Trailering

Towing capability	Trailer towing capability	Towing class	Class IV tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
* **Towing brake controller**	**Trailer brake controller**	Towing trailer sway	Trailer sway control

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
* **Running boards**	**Running boards**		

Body

Body panels: Aluminum body panels with side impact beams

Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire

Wheels

Wheel covers: Wheel hub covers

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Power tailgate/rear door lock		

Cruise Control

Cruise control: Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls: FordPass Connect smart device vehicle start control

Rear View Mirror

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 1 12V power outlet

Pickup Box

Box storage ..... Integrated pickup box storage
Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Door bins rear ..... Rear door bins
Number of beverage holders 6 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Locking glove box
Instrument panel storage ..... Instrument panel bin
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Cabback insulator ..... Cabback insulator
Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Over the air updates ..... Over the air updates

Comfort

Climate Control

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Climate control ..... Manual climate control
Rear under seat ducts ... Rear under seat climate control ducts
Cabin air filter ..... Cabin air filter

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ... Cloth rear seat upholstery
Rear seatback upholstery ... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt ... Manual tilting steering wheel
Steering wheel material Urethane steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type ..... Split-bench front seat
Driver seat fore/aft control ..... Manual driver seat fore/aft control
Split front seats ... 40-20-40 split-bench front seat
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraint control ..... Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat
Driver seat direction ..... Driver seat with 4-way directional controls
Passenger seat direction ... Front passenger seat with 4-way directional controls
Reclining passenger seat ..... Manual reclining passenger seat
Front head restraints ..... Height adjustable front seat head restraints
Armrests front center ... Front seat center armrest

Rear Seats

Bench seats ..... Split-bench rear seat
Folding second-row seats ..... 60-40 folding rear seats
Rear seat folding position ..... Fold-up rear seat cushion
Rear head restraint control ..... Manual rear seat head restraint control
Rear seats fixed or removable .... Fixed rear seats
Rear seat direction ..... Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints ... 3 rear seat head restraints

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Front Seat Trim

Front seat upholstery: Cloth front seat upholstery

Front seatback upholstery: Cloth front seatback upholstery

Interior Accents

Interior accents: Chrome interior accents

Gearshifter Material

Gearshifter material: Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display: Primary touchscreen display

Number of first-row LCD displays: 2 total number of 1st row displays

LCD primary display size: 12 inch primary LCD display

Radio Features

Aux input jack: Auxiliary input jack

External memory: SYNC 4 external memory control

Seek scan: Seek scan

RDS: Radio data system (RDS)

Internet radio capability: Internet radio capability

Speakers

Speakers: Standard grade speakers

Speakers number: 6

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls

Speed sensitive volume: Speed sensitive volume

Voice activated audio: SYNC 4 voice activated audio controls

Wireless streaming: Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer: Trip odometer

Instrumentation display: Digital/analog instrumentation display

Configurable instrumentation gauges: Configurable instrumentation gauges

Instrumentation Displays

Temperature display: Exterior temperature display

Clock: In-radio display clock

Compass: Compass

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Instrumentation Gauges

- Tachometer ..... Tachometer
- Transmission temperature gauge ..... Transmission fluid temperature gauge
- Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
- Oil pressure gauge ..... Oil pressure gauge
- Voltmeter ..... Voltmeter
- Gauge cluster display size (inches) 12.00

Instrumentation Warnings

- Engine temperature warning ..... Engine temperature warning
- Low fuel warning ..... Low fuel warning
- Battery charge warning ..... Battery charge warning
- Key in vehicle warning ..... Key in vehicle warning
- Service interval warning ..... Service interval indicator
- Oil pressure warning ..... Oil pressure warning
- Low brake fluid warning ..... Low brake fluid warning
- Headlights on reminder ..... Headlights on reminder
- Door ajar warning ..... Door ajar warning
- Low tire pressure warning ..... Tire specific low air pressure warning

Glass

- Tinted windows ..... Light tinted windows

Headlights

- Headlights ..... LED low and high beam headlights
- Auto headlights ..... Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay off headlights ..... Delay-off headlights
- DRL preference setting ..... DRL preference setting
- Headlight type ..... Aero-composite headlights
- Multiple headlights ..... Multiple enclosed headlights
- Auto high-beam headlights ..... Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Windshield

- Wipers ..... Variable intermittent front windshield wipers

Interior Lighting

- Illuminated entry ..... Illuminated entry
- Front reading lights ..... Front reading lights
- Variable panel light ..... Variable instrument panel light

Lights

- Running lights ..... Daytime running lights
- High mount stop light ..... High mounted center stop light
- Perimeter approach lighting ..... Remote activated perimeter approach lighting
- Interior courtesy lights ..... Fade interior courtesy lights
- Pickup box cargo light ..... Pickup box cargo light

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Technology and Telematics

Navigation

Integrated navigation ..... Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree ..... SYNC 4 handsfree wireless device connectivity

Smart device integration ..... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS ..... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access ..... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports ..... 6 USB ports

Safety and Security

Airbags

Front impact airbag driver ..... Driver front impact airbag

Number of airbags ..... 6 airbags

Front impact airbag passenger ..... Passenger front impact airbag

Front side impact airbag driver ..... Seat mounted side impact driver airbag

Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag

Occupancy sensor ..... Airbag occupancy sensor

Overhead airbags ..... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt

Height adjustable seatbelts ..... Front height adjustable seatbelts

Seatbelt pretensioners ..... Front seatbelt pretensioners

Seatbelt pretensioners number ..... 2 seatbelt pre-tensioners

Security System

Immobilizer ..... SecuriLock immobilizer

Remote panic alarm ..... Remote panic alarm

Security system ..... Security system

Active Driving Assistance

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2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415 | Quote ID: 101623-3

Selected Equip & Specs (cont'd)

Lane departure ..... Lane Keeping Alert

Forward collision warning ..... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection ..... Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera ..... Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Parking Sensors

Parking sensors ..... Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks ..... Manual rear child safety door locks

Blind spot ..... BLIS (Blind Spot Information System)

Rear collision warning ..... Reverse Brake Assist collision mitigation

Driver attention monitor ..... Driver Alert

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CITY OF VILLA RICA

City Council Packet

SUBJECT: Water and Sewer Ordinance Revision – Prohibition of Decentralized Wastewater Systems

CITY COUNCIL AGENDA DATE: November 14, 2023

DATE: October 3, 2023

PREPARED BY: John Bain, Utilities Director

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED:

PURPOSE: To introduce a revision to Section 26-119, Article IV of the Sewer Use Ordinance.

BACKGROUND: The City of Villa Rica is part of the Metro North Georgia Water Planning District (District), and therefore is required to follow regulations presented by the District. One of these regulations is the requirement to prohibit decentralized wastewater systems through the City's Code of Ordinances. While the current ordinance speaks of requiring staff approval prior to the installation of a decentralized wastewater system, it does not specifically prohibit the installation of these systems, and therefore does not meet the District requirement.

Current Ordinance:
Sec. 26-119. - Alternative and experimental on-site sewage management systems.

(a)General information. The city recognizes that on-site sewage management systems employing solids retention and on-site soil absorption of sewage effluent, if designed properly and installed in suitable soil, are usually ecologically safe and do adequately protect the public health.

(1)The city further recognizes that substantial portions of our jurisdiction's undeveloped land area are marginally suitable or totally unsuitable for conventional septic tank systems, and that continued installation of such systems will have a detrimental effect on the public health. Where appropriate, and after thorough assessment of alternatives, the city will consider alternative on-site sewage management systems and/or modifications for areas with soils which may have marginal suitability in their present condition, including community-managed on-site sewage management systems and combinations of public or community sewage treatment systems and on-site sewage management systems.

(2)When considering proposals for alternative on-site sewage management systems, priority shall be given to those situations where the alternative system will resolve an existing sewage management problem. Any person or community desiring to install an alternative on-site sewage management system shall submit the following to the city:

(a).Plans and specifications, along with any engineering, laboratory or field data required.b.Information as required on the application for an individual on-site sewage management system construction permit, and any additional information as may be required by the city. If the proposal for the system is approved, the person making application will be informed by the city of any requirements for maintenance, and any monitoring procedures deemed necessary by the city. Reduction of water usage by the installation of water conserving fixtures and devices should be considered in overall strategy.

(b)Experimental on-site sewage management systems. The city may consider proposals for the use of experimental on-site sewage management systems. Acceptance or denial of such proposals shall depend on many site and system specific-factors, including a primary consideration that the remainder of the site is suitable for a conventional septic tank system in the event of failure of the experimental system.

(Code 1993, § 21-93; Ord. of 3-7-1989, § 4.12; Ord. of 4-2-1991, § 4.8)

Proposed Revisions:

Sec 26-119 - DECENTRALIZED SEWER SYSTEMS, PRIVATE SEWER TREATMENT FACILITIES AND COMMUNITY SEPTIC SYSTEMS.

1. Private decentralized sewer systems. No privately owned and operated decentralized sewer systems (a/k/a "package plants") shall be authorized for use in the City of Villa Rica, Georgia.

2. Private sewer treatment plant facilities. No privately owned and operated centralized sewer treatment facilities, including, but not limited to, wastewater treatment plants, wastewater water reuse facilities, oxidation pond systems, and slow rate land application facilities, shall be permitted or authorized in the City of Villa Rica, Georgia. All such centralized sewer treatment facilities, including, but not limited to, wastewater treatment plants, wastewater water reuse facilities, oxidation pond systems, and slow rate land application facilities, located within the City of Villa Rica, Georgia shall be owned and operated by City of Villa Rica.

3. Multi-user connections to single septic systems ("community septic systems"). No development shall be authorized to utilize and implement a system, whether public or private, whereby multiple users connect to a single septic field and/or system ("community septic system") for the purpose of treating sanitary sewer wastewater in the City of Villa Rica, Georgia

4. Private decentralized sewer systems (a/k/a "package plants") and private centralized sewer treatment facilities existing or approved on or prior to the adoption of this Ordinance are hereby grandfathered and may continue to operate at their existing capacities and within their existing collection areas. Such grandfathered facilities may not expand without approval of the City of Villa Rica. Nothing in this Ordinance shall be deemed to prohibit an owner of an industrial site from owning or operating a sewer pretreatment facility, as long as they discharge into a public centralized sewer system owned or operated by the City of Villa Rica the wastewater flows. This Ordinance shall not apply to any wastewater system that is owned and operated by the City of Villa Rica.

STAFF RECOMMENDATION: Approval.

MOTION:

I move to approve the proposed revision to Sewer Use Ordinance section 21-119 Article IV, as proposed.

RESOLUTION AND ORDINANCE OF THE VILLA RICA CITY COUNCIL TO AMEND THE VILLA RICA CODE OF ORDINANCES TO ADD A NEW ARTICLE IV ENTITLED "DECENTRALIZED SEWER SYSTEMS, PRIVATE SEWER TREATMENT FACILITIES AND COMMUNITY SEPTIC SYSTEMS" TO CHAPTER 98 ENTITLED "UTILITIES"; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Villa Rica City Council, Georgia, has the duty to protect the health, safety and welfare of persons and property within its jurisdiction limits; and

WHEREAS, the Council has determined a need to regulate sanitary sewer systems in the Code of Ordinances of Villa Rica, Georgia, to protect the health, safety and welfare of persons and property within the City;

NOW, THEREFORE, BE IT ORDAINED by the Villa Rica City Council that Villa Rica Code of Ordinances Sec. 26-119 Article IV shall be amended as follows:

Sec. 26-119 – Alternative and experimental on-site sewage management systems is hereby repealed and replaced as follows:

Sec 26-119 - DECENTRALIZED SEWER SYSTEMS, PRIVATE SEWER TREATMENT FACILITIES AND COMMUNITY SEPTIC SYSTEMS.

1. Private decentralized sewer systems. No privately owned and operated decentralized sewer systems (a/k/a "package plants") shall be authorized for use in the City of Villa Rica, Georgia.

2. Private sewer treatment plant facilities. No privately owned and operated centralized sewer treatment facilities, including, but not limited to, wastewater treatment plants, wastewater water reuse facilities, oxidation pond systems, and slow rate land application facilities, shall be permitted or authorized in the City of Villa Rica, Georgia. All such centralized sewer treatment facilities, including, but not limited to, wastewater treatment plants, wastewater water reuse facilities, oxidation pond systems, and slow rate land application facilities, located within the City of Villa Rica, Georgia shall be owned and operated by City of Villa Rica.

3. Multi-user connections to single septic systems ("community septic systems"). No development shall be authorized to utilize and implement a system, whether public or private, whereby multiple users connect to a single septic field and/or system ("community septic system") for the purpose of treating sanitary sewer wastewater in the City of Villa Rica, Georgia

4. Private decentralized sewer systems (a/k/a "package plants") and private centralized sewer treatment facilities existing or approved on or prior to the adoption of this Ordinance are hereby grandfathered and may continue to operate at their existing capacities and within their existing collection areas. Such grandfathered facilities may not expand without approval of the City of Villa Rica. Nothing in this Ordinance shall be deemed to prohibit an owner of an industrial site from owning or operating a sewer pretreatment facility, as long as they discharge into a public centralized sewer system owned or operated by the City of Villa Rica the wastewater flows. This Ordinance shall not apply to any wastewater system that is owned and operated by the City of Villa Rica.

This Resolution and Ordinance shall be effective when adopted by the City of Villa Rica Council.

Adopted this _____ day of _____, 2023.

CITY OF VILLA RICA, GEORGIA

By:_____
Gil McDougal, Mayor

Attest:_____
Theresa Campbell Clerk

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Three West Pump Replacements
AGENDA DATE:	November 14, 2023
DATE PREPARED:	October 25, 2023
PREPARED BY:	Erick Broz
AMOUNT:	$17,583.40
GL ACCOUNT #:	505-4115-541400
FUNDING SOURCE:	Water/Sewer
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To engage with Xylem Technology for the replacement of two pumps at Three West lift station.

BACKGROUND: The current pumps are original to the station and are due for replacement. One of the pumps has failed resulting in staff having to set up a portable bypass pump. Staff is the process of converting the control panel to 3 phase which will require the pumps to be 3 phase as well. Converting the lift station to 3 phase will extend the life expectancy.

STAFF RECOMMENDATION: Staff reached out to the city's designated pump vendors and received two quotes. Staff recommends engaging with Xylem Technology for the replacement of both pumps, at a cost of $17,583.40.

Contractor	Total Base Bid
Xylem Technology	$17,583.40
Hydra Services	$17,060.00

IMPACT: Replacing both pumps provides appropriate operation of the pump station and will help prevent violations with the Environmental Protection Division.

MOTION: I move to authorize the Mayor to approve the purchase of two pumps for the Three West lift station in the amount of $17,583.40.

Xylem Water Solutions USA, Inc.
Flygt Products

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

November 1, 2023

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180-1726

Quote # 2023-ATL-0780 Alternate 2, Version 1
Project Name: CITY OF VILLA RICA
Job Name: Replacment 3102

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Qty	Part Number	Description	Unit Price
2	3102.060-0217	Flygt Model NP-3102.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	$ 8,335.20
		Price	**$ 16,670.40**
		Total Price	**$ 16,670.40**
		Freight Charge	**$ 913.00**
		Total Price	**$ 17,583.40**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report

FLYGT
a xylem brand

damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.

Terms of delivery: Freight PP/Line Item

Time of delivery: Currently one week

**Please confirm if FLS is required prior to ordering

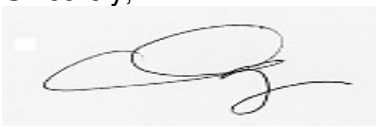
Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals
Senior Customer Support Coordinator
Phone: 678-804-5692
Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321

FLYGT
a xylem brand

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2023-ATL-0780 Alternate 2, Version 1
Customer Name:	CITY OF VILLA RICA
Job Name:	Replacment 3102
Total Amount: (excluding freight)	$ 16,670.40

Signature: _____ Name:_____
(PLEASE PRINT)

Company/Utility:_____ PO:_____

Address:_____ Date:_____

_____ Phone:_____

_____ Email:_____

_____ Fax:_____

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

150 Dean Goss Dr, Jasper GA 30143
Telephone (706) 807-2383

TO:	Erick Broz	FROM:	Matthew Delong
BUS:	City of Villa Rica	PHONE:	770-315-1247
PHONE:	404-927-5103	DATE:	June 5th, 2023
EMAIL:	ebroz@villarica.gov	QUOTE:	0623-112
REF:	Three West Pump Station		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION
Pump Replacement to Include the Following:	
2	Sulzer XFP81C-VX.1-PE45/2 Submersible Pump • 6.03hp 230v 3ph PE2 frame • 49' of Cable, 280 lbs • 100 GPM @ 40' TDH • In Stock @ Vendor
2	3" XFP to 4" Flygt Guide Rail System Adapter
2	Hardware Kit, 316SS (Guide Adapter to Pump)
Delivery/Startup	
	Plus Delivery Start Up - Mileage / Labor

TOTAL PRICE: $17,060.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

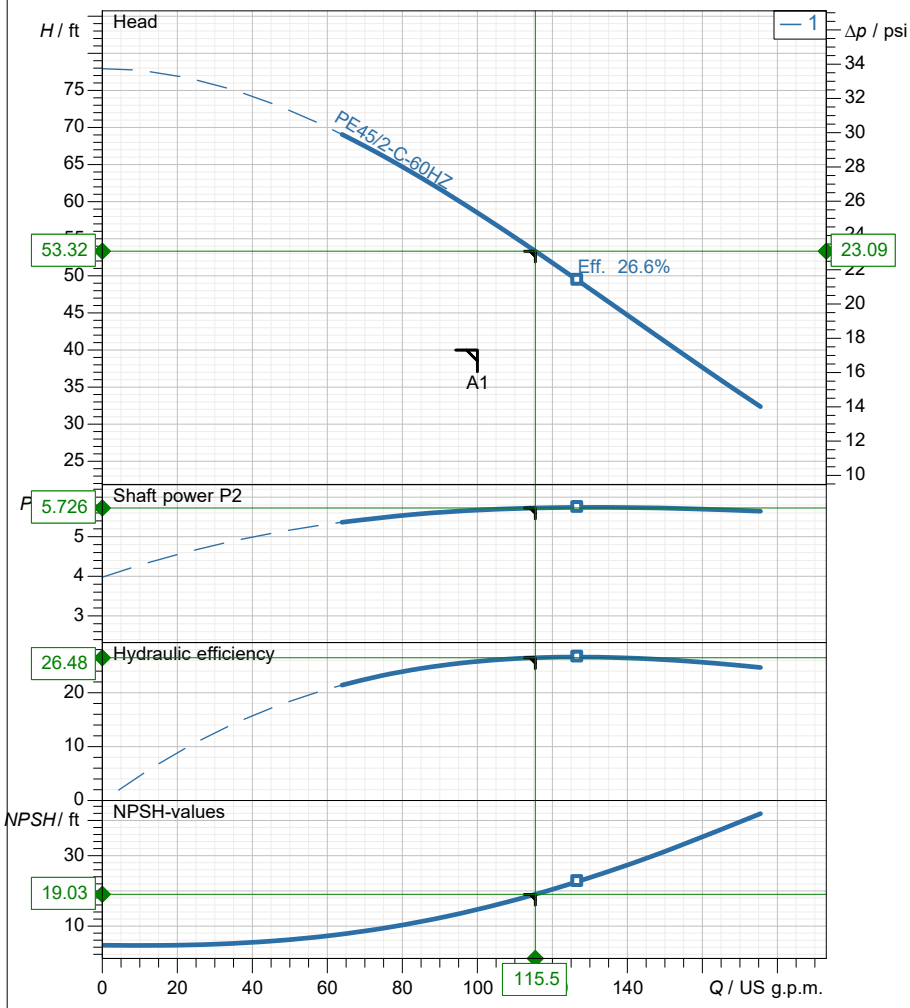
Matthew Delong — REVIEWED BY HSI REPRESENTATIVE

6/5/2023 — DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED

XFP 81C VX 60HZ (wet pit)



Test Standard
ISO 9906, HI 11.6/14.6≤10kW

This pump (non oil-cooled) is suitable for wet pump installation only.
It is NOT suitable for dry pump installation.

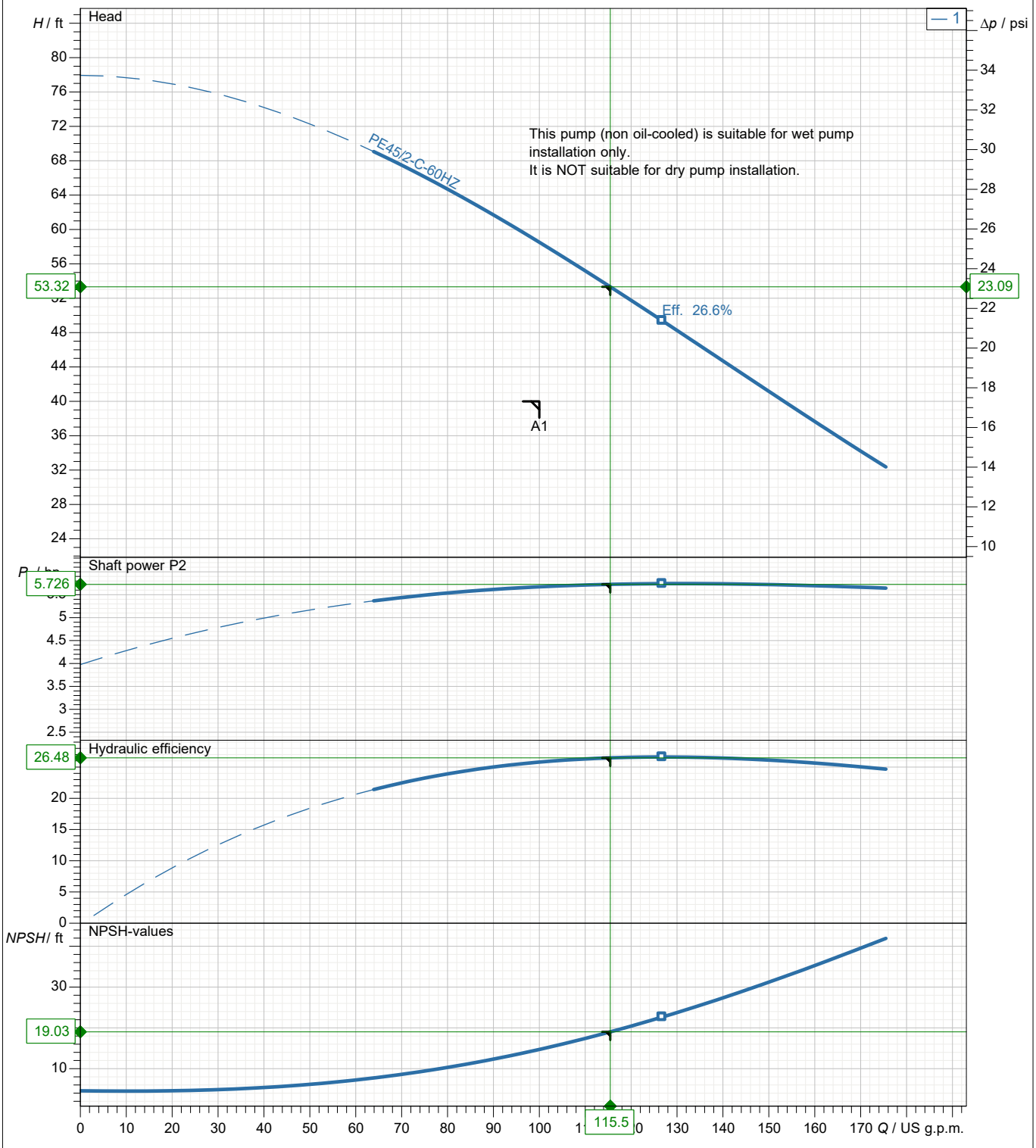
2023-06-05

Operating data specification			
Flow	115.5 US g.p.m.	Power input	6.46 hp
Efficiency	26.5 %	Head	53.3 ft
NPSH	19 ft	Shaft power	5.73 hp
Temperature	68 °F	Fluid	Water
No. of pumps	1	Nature of system	Single head pump
Pump data			
Type	XFP 81C VX 60HZ (wet pit)	Make	SULZER
Series	XFP PE1-PE3	Impeller	Vortex impeller
N° of vanes	6	Impeller size	135 mm
Free passage	50 mm	Suction flange	DN80
Discharge flange	DN80	Type of installation	
Moment of inertia	0.121 lb ft²		Wet well installation with pedestal
Motor data			
Rated voltage	230 V	Frequency	60 Hz
Rated power P2	6.03 hp	Nominal Speed	3510 rpm
Number of poles	2	Efficiency	89.3 %
Power factor	0.86	Rated current	14.8 A
Starting current	120 A	Rated torque	9.02 lbf ft
Starting torque	32.7 lbf ft	Degree of protection	IP 68
Insulation class	H	No. starts per hour	15

Sulzer reserves the right to change any data and dimensions without prior notice
and can not be held responsible for the use of information contained in this software.

Curve number	Pump performance curves	SULZER
Reference curve XFP81C VX 60HZ	XFP 81C VX 60HZ (wet pit)	

					Discharge	Frequency
					DN80	60 Hz
Density	Viscosity	Test Standard			Rated speed	Date
62.32 lb/ft³	1.082E-5 ft²/s	ISO 9906, HI 11.6/14.6≤10kW			3521 rpm	2023-06-05
Flow	Head	Shaft power	Power input	Rated power P2	Hyd. efficiency	NPSH
115.5 US g.p.m	53.3 ft	5.73 hp	6.46 hp	6.03 hp	26.5 %	19 ft



Wet well installation with pedestal

Impeller size	N° of vanes	Impeller	Solid size	Revision
135 mm	6	Vortex impeller	50 mm	

Sulzer reserves the right to change any data and dimensions without prior notice
and can not be held responsible for the use of information contained in this software.

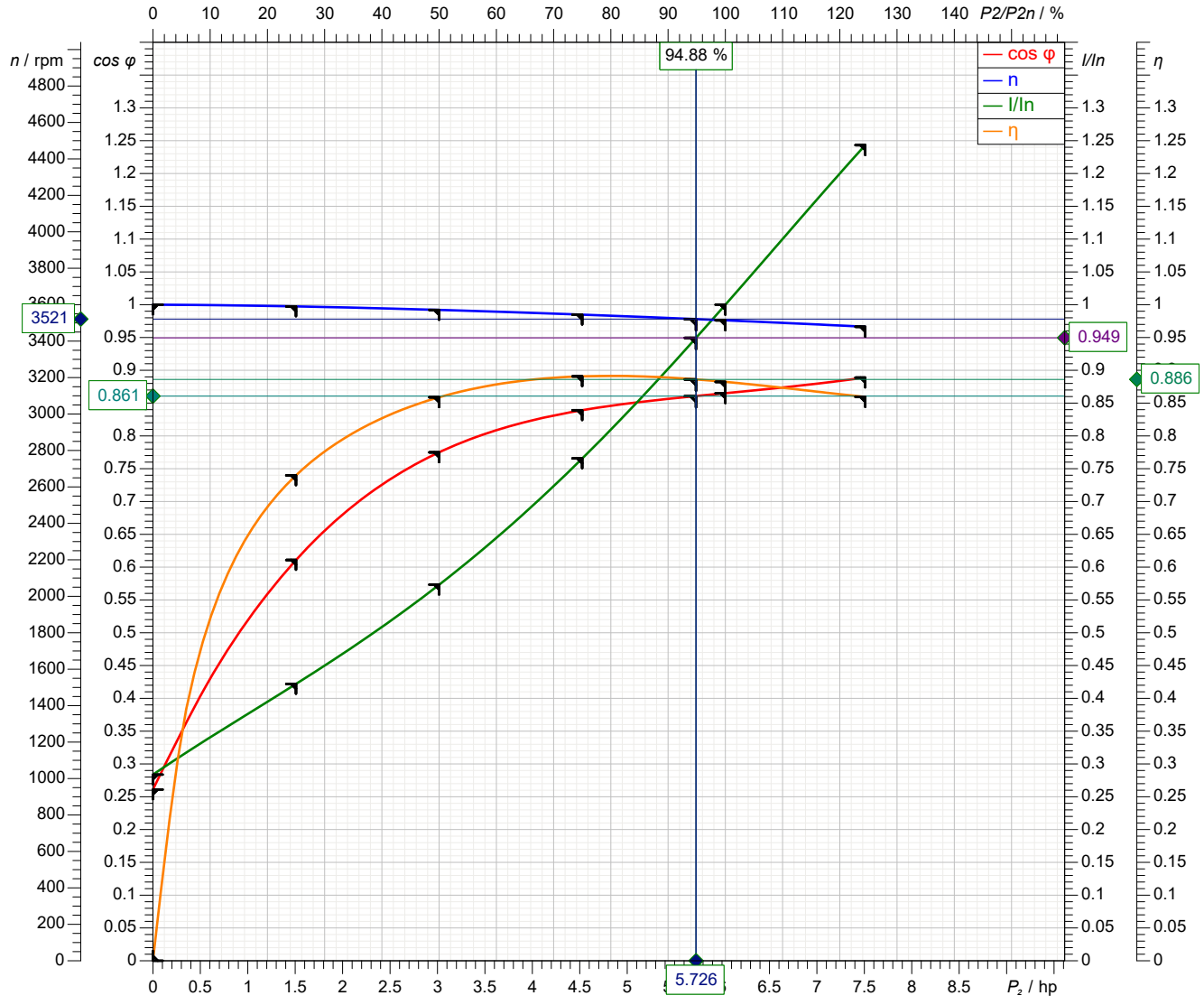
Frequency	PE1
60 Hz	

Motor performance curve

PE45/2-C-60HZ

SULZER

Rated power	Service factor	Nominal Speed	Number of poles	Rated voltage	Date
6.03 hp	1.3	3510 rpm	2	230 V	2023-06-05



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P2/ hp	0	1.509	3.017	4.526	6.035	
P1/ hp	0.5855	2.039	3.513	5.081	6.839	
I / A	4.2	6.247	8.485	11.33	14.8	
cos φ	0.261	0.6109	0.775	0.8392	0.8651	
n / rpm	3600	3591	3571	3545	3514	
s / %	0	0.263	0.7966	1.519	2.384	
M / lbf ft	0	2.207	4.438	6.705	9.02	
η / %	0	74	85.89	89.08	88.24	

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current	Starting torque	Moment of inertia	No. starts per hour
120 A	32.7 lbf ft	0.119 lb ft²	15

Sulzer reserves the right to change any data and dimensions without prior notice
and can not be held responsible for the use of information contained in this software.

Spaix® 6-23.1 - 2023/05/26 (Build 4416), 64 bi
Data version March 23.2

SULZER

Massblatt XFP 81C-VX Nassinstallation
Dimension sheet WET-WELL Installation
Dimensioni Installazione sommersa
Hoja de dimensiones instalación sumergida
Plan d'encombrement Installation noyee

No: AN-M.22.614 -04
Drawn: 11.08.10 / D.Whelan
Issue Date: 10/01/12018
Änderungen vorbehalten
Technical changes reserved
Con riserva di modifiche
Con reserva de modificaciones
Sous réserve de modification

50 Hz

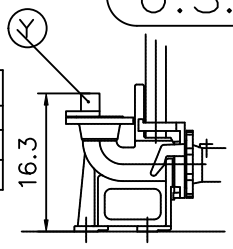
Typ Type Tipo	Gewicht Weight Poids Peso (lbs)
PE 30/2	258
PE 40/2	280

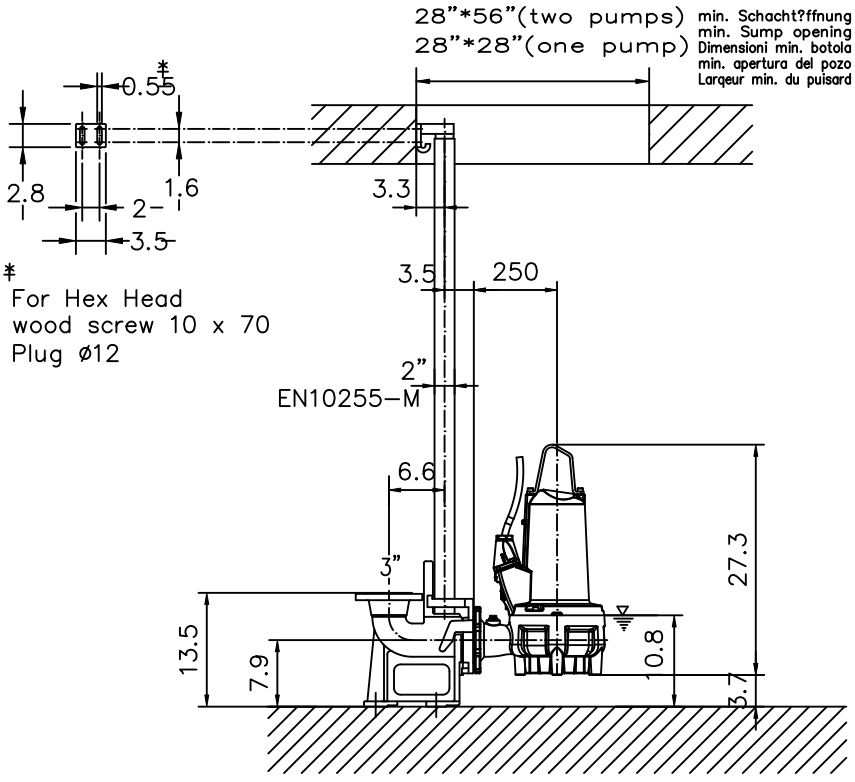
60 Hz

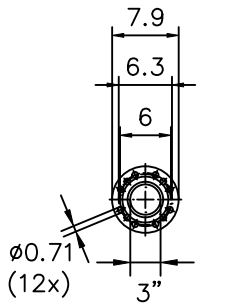
Typ Type Tipo	Gewicht Weight Poids Peso (lbs)
PE 45/2	280

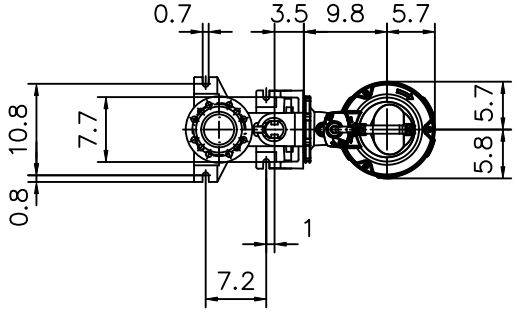
U.S.

Part No.	Y(mm)
DN 80	
6 232 0649	
6 232 0650	ø 90









Gewicht: Beinhaltet Pumpe,Halterung(Füssstuck) und Kabel (50 Hz = 10 m; 60 Hz = 15 m)
Weight: includes pump, slider bracket and cable (50 Hz = 10 m; 60 Hz = 15 m)
Peso: include pompa, pezzo intermedio a cavo (50 Hz = 10 m; 60 Hz = 15 m)
Peso: Incluye bomba, soporte deslizante y cable (50 Hz = 10 m; 60 Hz = 15 m)
Poids : incluant la pompe, le coulisseau et le cable (50 Hz = 10 m; 60 Hz = 15 m)

Guss-Allgemeintoleranzen nach DIN1680 – GTB16
General tolerances for castings in acc. to DIN1680-GTB16
Tolleranze generali delle fusioni secondo DIN1680-GTB16
Tolerancias generales para la fundicion seg. de DIN1680-GTB16
Tolérance générale de la fonderie selon DIN1680-GTB16

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	North Plant Paving
AGENDA DATE:	November 14, 2023
DATE PREPARED:	November 1, 2023
PREPARED BY:	Erick Broz
AMOUNT:	$89,925.00
GL ACCOUNT #:	332-4330-541440
FUNDING SOURCE:	DSPLOST
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To engage with Magnum Paving for the pavement of the North Wastewater Treatment Plant drive.

BACKGROUND: A portion of the road is asphalt and is in poor condition and has reached the end of its useful life. The gravel portion is also in poor condition and results in underground issues in the utilities. Staff and contractors use this road daily with heavy equipment such as crane trucks, vacuum trucks, and semi-trucks.

STAFF RECOMMENDATION: Staff received three quotes with Magnum Paving being the lowest bid. Staff recommends engaging with Magnum Paving for pavement of the North Wastewater Treatment Plant, at a cost of $89,925.00.

Contractor	Total Base Bid
Magnum Paving	$89,952.00
RP Paving Solutions, LLC	$98,360.74
Mcintosh Specialty Services LLC	$116,033.55

IMPACT: Paving the North Plant will ensure that the city's infrastructure will be protected and will prevent the road from being washed out during excessive rain events.

MOTION: I move to authorize the Mayor to approve the pavement of the North Wastewater Treatment Plant in the amount of $89,925.00.

Magnum Paving, LLC
125 Baker Industrial Ct
Villa Rica, GA 30180
(770) 919-0911
info@magnumpavingga.com
http://MagnumPavingGa.com

Proposal

ADDRESS

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

PROPOSAL # 10625
DATE 11/01/2023
EXPIRATION DATE 12/01/2023

SALES REP
Joe Draughon

JOB NAME
V.R. Water Treatment Plant

ACTIVITY	QTY	RATE	AMOUNT
Services Fine Grade: Fine grade existing base, prep for asphalt paving (per Dy)	1	3,800.00	3,800.00
Services GAB: Furnish & install GAB as needed (per TN) *Magnum will bill per $40.00 per ton. Tonnage to be verified on-site with superintendent* Estimating 3-4 loads of GAB	0	40.00	0.00
Services Pave 3": Furnish & instal 3" 12.5mm asphalt (per SY)	1,550	32.50	50,375.00
Services 4" Concrete Pad: Form & pour 4" 3500psi concrete, with broom finish. (LS) (16x25)	1	9,750.00	9,750.00
Services - Entrance Drive - Pave 3": Furnish & instal 3" 12.5mm asphalt (per SY) *Demo of existing asphalt and compaction of stone base done by OTHERS*	800	32.50	26,000.00

All Saw cutting, Demo, GAB under curb, Striping, Signage, and Bollards excluded from bid
All Base work to be completed in ONE mobilization. Any additional Base crew mobilizations will be $3,500 per
All Paving work to be completed in ONE mobilization. Any additional Paving crew mobilizations will be $5,500 per
Drainage of the Pavement Surface is NOT guaranteed where design slope is LESS than 1.5%
All prices based off October 1, 2023 Asphalt index.

TOTAL **$89,925.00**

Garrett Yerkey (404) 580-6677
garrett@magnumpavingga.com Project Manager
Joe Draughon (470) 301-3522
joe@magnumpavingga.com Estimator
Tyler Dickinson (404) 754-6326
tyler@magnumpavingga.com Managing Member
Wayne Boatright (404) 580-9184
wayne@magnumpavingga.com
Brinson Roland (678) 249-8477 Sales
brinson@magnumpavingga.com

Accepted By

Accepted Date

*** PLEASE NOTE OUR CHANGE OF ADDRESS ***

McIntosh Specialty Services LLC
1656 US-27 North
Carrollton, Georgia 30117

***

Certified Drug Free Workplace

Customer: Villa Rica
Address: 571 West Bankhead Hwy Villa Rica

PROPOSAL – WORK ORDER

(PROPOSALS MAY BE WITHDRAWN IF NOT APPROVED WITHIN 30 DAYS)

Project Location: Water Treatment Plant 800 Mirror Lake Blvd

Phone: 678-840-1418 EMAIL: EBROZ@VILLARICA.GOV

Item	Description	Unit	Unit Price	# Units	Total
1	Pave driveway and parking lot with 3" compacted average 12.5mm asphalt. Approximately 18,878 sq ft. Remove and dispose spoils, compact area, place needed crushed stone base, compact, proof roll and pave.	Lump Sum	107,773.55	1	107,773.55
2	Pour concrete parking space with 6" concrete. Approximately 600 sq ft. Remove and dispose spoils, compact area, place needed crushed stone base, compact, proof roll and form and pour concrete.	Lump Sum	8,260.00	1	8,260.00
3					
4	Remediation of sub base (actual units invoiced)	Ton	62.50	TBD	
5	Total				116,033.55

- Although our work is performed using quality materials, high construction standards and our goal is to exceed customer expectations, if there are permits or specifications for this project, they must be furnished to McIntosh prior to our proposal.
- The Prices shown above include our labor, and equipment and materials unless otherwise noted.
- McIntosh Specialty Services LLC (McIntosh) presently schedules work several weeks in advance. If the timing of your work is critical, discuss this with us and we will do our best to help meet important timelines.
- McIntosh invoices the actual work units performed, unless otherwise noted such as "Lump Sum". The units shown in our proposals may be estimated and while generally accurate, there may be differences, more or less, with the actual numbers of units and these actual units will be invoiced.
- The prices quoted in this proposal are based on the award of all items quoted unless specified otherwise. Pricing for specific items or groups of items can be provided upon request.
- The "Customer" (above), represents themselves as the owner or owner's authorized agent to approve this agreement, including the work described above, at the location shown, guaranteeing that McIntosh will receive timely payment in full for our work.
- Payment is due upon completion of work and receipt of invoice. No "Pay when Paid" or similar payment delay provisions is allowed. Interest will be charged at 18% API or the maximum rate allowed by law starting 10 days after the payment due date. Late payments will also incur any collection costs, including legal fees, related to collection efforts of late payment(s).
- ***Payment by credit or debit card requires a processing charge of 3%.
- Proposals are subject to correction.
- As the result of direction by the customer, verbally or otherwise, if this work proceeds, this Proposal shall become a "Work Order" with the mutual agreement that all information contained in this Proposal shall apply, including its incorporation into any contract or other similar agreement related to this work. This Work Order shall continue to supersede any conflicting points of other agreements even if dated they are postdated.

This Proposal excludes the following items unless they are specifically noted above as being included:

- Permitting
- Surveying / Construction layout
- Soil & Material Testing
- Bid, Payment or performance bonds
- Adjusting or relocating public or private utilities
- Soil and water related environmental controls
- Remediation of soft or unstable subgrade
- Landscaping

Warranty:

- For a period of 12 months following the completion of the pay items listed above, McIntosh will address any workmanship or material failures, subject to inspection and approval by McIntosh. Damage resulting from excessive loading, roots, excavations, poor quality or insufficiently compacted fill, sub-base or base, or existing pavement that was not properly installed or repaired as a part of this quote is not covered under our warranty.

Offered by: John Lightner Printed: John Lightner Date: 10/31/2023

Accepted by: _____ Printed: _____ Date: _____

RP Paving Solutions, LLC

106 Three West Parkway
Villa Rica, GA.30180

Office Phone: 678-840-4088

PROPOSAL

Date:	Proposal No.:
10/10/2023	25084

Customer Name / Address:	
City of Villa Rica Streets & Solid Waste 571 Bankhead Hwy Villa Rica, GA 30180	
Phone:	770-459-3471

Job Name / Location:
Project Manager Contact Info.:
Brad Cruse

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
	800 Mirror Lake Parkway			
Install GAB / Binder / Topping	Digout 643sy in 2 areas to achieve proper depth for scope, dispose of off site. Install 6" of GAB in these areas. Blade and compact existing base in 1257sy. Install a compacted 2" layer of 19mm binder mix in 1900sy and a 2" layer of 12.5mm surface mix in 1900sy. Alternate road grade and install same scope for paving in 127sy. $5611.20 if done at same time while onsite working.		87,260.74	87,260.74
Concrete Pad Install	Install a 20'x15'x8" concrete pad with rebar and 4000psi concrete.		11,100.00	11,100.00
		Project Total:		$98,360.74

This price is good for 30 days from date of proposal, after that, price is subject to change. RP Paving Solutions reserves the right to add 3.5% to the final invoice for any credit card payments as the price above is a cash price. RP Paving cannot warranty the application of any paint or thermoplastic products installed on concrete surfaces. Please contact a RP Paving Solutions representative for other discounts available.

Please sign below for acceptance:

Sign Here: _____...

Untitled Map
Write a description for your map.

Legend
800 Mirror Lake Pkwy
Line Measure

800 Mirror Lake Pkwy

Google Earth

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Purchase of Influent Pump #4
AGENDA DATE:	November 14, 2023
DATE PREPARED:	October 30, 2023
PREPARED BY:	Erick Broz
AMOUNT:	$71,872.83
GL ACCOUNT #:	505-4330-541200
FUNDING SOURCE:	Water/Sewer
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To engage with Xylem Technology for the purchase of influent pump #4.

BACKGROUND: The pump station has three pumps with the capability of adding a fourth. The pumps run in auto alternation 24/7 and calls for a second pump for backup when needed. Being able to spread out the runtimes helps the longevity of the pumps.

STAFF RECOMMENDATION: Staff reached out to the city's designated pump vendors and received two quotes. Staff recommends engaging with Xylem Technology for the purchase of influent pump #4, at a cost of $71,872.83.

Contractor	Total Base Bid
Xylem Technology pump, variable frequency drive, and installation.	$71,872,83
WC Equipment only pump included.	$65,700.00

IMPACT: As the city continues to grow the flow at the influent pump station will require more pumping capacity. The fourth influent pump will provide adequate pump control.

MOTION: I move to authorize the Mayor to approve the purchase of influent pump #4 in the amount of $71,872.83.

WC50883
Dated:5/22/2023

Project: Villa Rica
Replacement SN. 158649

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL

1 **1** **ea** **Vaughan Model SE8N-160**
Electric Driven Submersible Chopper Pump consisting of:

Casing and Backplate, cast ductile iron.
Impeller, Upper Cutter and External Cutter, cast steel, heat treated to minimum Rockwell C60.
Cutter Bar, alloy steel, heat treated to minimum Rockwell C60.
Elastomers, Buna-N
Drive, 100 HP, 1200 RPM, 460 volt, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 50 ft. of power cable, 15 minute in air duty.
Premium Pump Finish: Solvent wash, sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)
PRICE INCLUDES SLIDING BRACKET

TOTAL PRICE: **$65,700**

FREIGHT: FOB MONTESANO, WA
Pump Performance: 2245 GPM @ 58 FT. TDH @ 950 RPM VIA VFD
Application: INFLUENT
Industry: MUNICIPAL

Mike Dillard WC Equipment

PRODUCTION TIME:	ESTIMATED 18-22 WEEKS SHIPMENT AFTER RECEIPT OF APPROVED SUBMITTALS OR RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILITY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
TERMS:	NET 30 DAYS, CONTINGENT ON CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

"First and Only Chopper Pump – Worldwide"

Mike Dillard | WC Equipment Sales |
|www.wcequipment.com**|** 4324 Brogdon Exchange, Suite 200, Suwanee, GA 30024
|+ 1 678.730.0997 **o** |+ 1 770.614.5992 **f |** mdillard@wcequipment.com

Project: Villa Rica
Replacement SN. 158649

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL

Mike Dillard | WC Equipment Sales |
|www.wcequipment.com**|** 4324 Brogdon Exchange, Suite 200, Suwanee, GA 30024
|+ 1 678.730.0997 **o** |+ 1 770.614.5992 **f |** mdillard@wcequipment.com

GENERAL: The Terms & Conditions herein established by Vaughan Co., Inc. ("us", "we", "our") as may be amended by us from time to time ("Terms and Conditions") apply to all dealings with our potential and actual customers ("you" and "your"), whether made by you or us, for any solicitation, submission, inquiry, offer, request or arrangement (a "Communication") or sale by us with respect to goods we sell ("Product(s)").

SCOPE OF SUPPLY: Scope of supply will be limited to accepted quotation.

ACCEPTANCE OF ORDERS: No Communication is binding on us unless we actually receive it and we agree, either in writing or by delivery of Product(s) identified in such Communication, to accept it as an order for Product(s) (an "Accepted Order"). Any sample provided by us is not part of an Accepted Order.

NO CANCELLATION: Accepted Orders cannot be cancelled or modified, in whole or in part, without our prior written consent, which consent may be withheld or subject to conditions and reasonable charges we may impose.

PRICE INCREASE: Price of Product(s) is subject to increase if equipment is not shipped within twelve months from the date of the purchase order.

TAXES: All prices are subject to all applicable sales and use taxes and any other taxes now or hereafter imposed and/or levied by any governmental authority with respect to the sale of the Product(s) ("Applicable Taxes"). Unless we agree to an express provision to the contrary, Applicable Taxes will be added to the price you pay. Our failure to charge or collect Applicable Taxes when due shall not relieve you of your obligation for its payment. Regardless of any other payment terms, all Applicable Taxes are due net 30 days from the invoice date.

PAYMENT TERMS: Terms of sale will be shown on each invoice, and it is agreed that invoices will be paid in full when due. If payment in full on any invoice is not received when due, or if your credit worthiness is deemed unsatisfactory by us at any time, we may take, without incurring any liability, one or more of the following actions: (a) impose a service charge at the rate that is the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payments terms, (c) withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) en route to you or delivered until arrangements satisfactory to us are made to secure payment for any outstanding invoice and for all open Accepted Orders and/or (d) file a lien for any unpaid labor or material.

DATES OF DELIVERY: Delivery dates are approximate and subject to change based upon Product(s) availability, production schedules, and other prevailing conditions. Shipment date is contingent upon the receipt of approved submittals. You must accept delivery after approval of submittals and production time or issue us a change to the Accepted Order that must be accepted by us in writing.

LONG TERM STORAGE: We will hold Product(s) in long term storage contingent upon payment of full purchase order price less retainage. Long term storage duration, fees, and any other considerations will be evaluated on a case by case basis.

YOUR ACCEPTANCE OF PRODUCT(S): You are responsible to promptly inspect Product(s) delivered and notify us within five (5) calendar days following receipt of the Product(s) for which a claim is filed, of any shortages or non-conformance of the Product(s) with the Accepted Order.

RETURNS: Product(s) may not be returned for any reason without authorization by us. Please refer to the "Returned Goods Authorization Policy" for further information on returns.

WARRANTY: Vaughan Co., Inc. warrants to the original purchaser/end user all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of labor for pump or part removal and/or re-installation. All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives. Vaughan Co. shall not be liable for consequential damages of any kind and the purchaser by acceptance of delivery assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the purchaser, its employees or others. Vaughan Co. will not be held responsible for travel expenses, rented equipment, outside contractor's fees, or unauthorized repair service or parts.This warranty shall not apply to any product or part of product which has been subjected to misuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation, maintenance, or repair. Wear caused by pumping abrasive or corrosive fluids or by cavitation is not covered under this warranty. Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the purchaser/end user. *THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.* Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

RETAINAGE: Retainage, if applicable, is limited to 5% of the total Accepted Order price less any applicable taxes and is due (a) net 60 days after start up or (b) net 10 days upon owners acceptance, not to exceed 120 days from the invoice date.

BACK CHARGES: You shall not charge us back charges without first receiving written approval from us.

COLLECTION CHARGES: You shall pay all costs and expenses, including without limitation reasonable attorneys fees and administrative charges, we incur in endeavoring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.

EAR COMPLIANCE: If Product(s) are exported by us, we provide the following statement: "these commodities, technology or software were exported from the United States in accordance with the export Administration Regulations. Diversion contrary to U.S. law is prohibited."

GOVERNING LAW: The transactions between you and us are made in Washington State, shall be governed by the laws of Washington State, and you agree to submit exclusively to jurisdiction and venue of such state with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**

NO RIGHT OF SET-OFF: Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment for an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.

INDEMNITY CLAUSE: To the extent that conditions, acts, activities or conduct involve the contributory negligence or misconduct of you or other third parties, liability will be apportioned between the parties according to comparative fault.

OUR RIGHTS ARE NOT EXCLUSIVE: Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.

NOTICES: All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms & conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and address as follows: (i) if intended for us, to our address to which a Communications was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.

NO OTHER TERMS ACCEPTED: No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in writing and signed by us.

MISCELLANEOUS: No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is a breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other heading in these Terms & Conditions are for convenience of reference only, and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity of enforceability of any provision in these Terms and conditions shall in no way effect the validity or enforceability of any other provision.

TERMS AND CONDITIONS

1. Price quoted is FOB factory with full freight allowed.

2. Only those items of equipment specifically mentioned above are included in this proposal.

3. No taxes are included in the quoted price, but taxes will be charged at the current rate for county of equipment delivery location if purchaser does not possess a sales tax exemption.

4. Price quoted will remain firm for a period of 30 days from date of proposal.

5. Payment terms are net 30 days from receipt of equipment to approved credit accounts. Any payments made by credit card will be assessed a 3% surcharge.

6. This proposal is subject to the Manufacturer's Terms and Conditions and standard warranty clauses.

7. WCES standard insurance coverage will be provided; any additional insurance requirements will be added to the quoted price at cost.

8. Anchor bolt calculations and anchor bolts are not included.

An order may be placed for the equipment covered in this proposal by signing in the space provided below and returning one signed copy, or by issuing your purchase order to:

CALL FOR DETAILS

and indicating on your order that it is an acceptance of this proposal.

Submitted By: WC Equipment Sales

_____
Mike Dillard

Accepted By:_____
Signature

_____
Printed Name with Title

_____
Company

Date: _____

Xylem Water Solutions USA, Inc.
Flygt Products

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

November 1, 2023

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180-1726

Quote # 2023-ATL-0686
Project Name: Villa Rica
Job Name: Replacement - Vaughn

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Qty	Part Number	Description	Unit Price
1	3202.350-0050	Flygt Model FP-3202.350 8" volute Submersible chopper pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1150 RPM motor, 640 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	$ 49,775.40
1	14-69 98 30T	SHIPPING AND HANDLING CHARGE	$ 1,250.00
1	374 76 06	CONNECTION,DISCH 8X8" CI	$ 5,491.80
		Price	**$ 56,517.20**

Controls

Qty	Part Number	Description	Unit Price
1	ATV930D45N4	SPEEDDRIVE TYPE1 60HP400V/480VWI THBC	$ 10,260.00
1	Wiring/Termina	2x - Terminal Block: open, 175A, 3-pole, UL 1059 recognized 320 ft - THHN Stranded Building Wire 80 ft - 1/0 Type MTW Wire, 1045 Strand Din rail, terminals for small wires, lugs for VFD connection	$ 1,955.63
		Controls Price	**$ 12,215.63**

Recommended Services

Qty	Part Number	Description	Unit Price
1	14-69 00 10A	START UP,FLYGT,NO TAX 2-TP MODELS: 3000,7000,8000	$ 3,140.00

FLYGT
a xylem brand

Qty	Part Number	Description	Unit Price
1	14-69 00 57N	PMA,GOLD,3YR,NO TAX PREPAID + NE/SE/CNT TO 3202,7000,8000 TP	$ 1,575.00

Recommended Services Price **$ 3,140.00**

Total Price **$ 71,872.83**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.

Terms of delivery: Freight PP/Line Item

Time of delivery: Approx. 10 working weeks after release of order.

Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

FLYGT
a xylem brand

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Zachary Cassidy
Inside Sales

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2023-ATL-0686
Customer Name:	CITY OF VILLA RICA
Job Name:	Replacement - Vaughn
Total Amount: (excluding freight)	$ 71,872.83

Signature: _____ Name:_____
(PLEASE PRINT)

Company/Utility:_____ PO:_____

Address:_____ Date:_____

_____ Phone:_____

_____ Email:_____

_____ Fax:_____

FLYGT
a xylem brand

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Filter Media and Underdrain Cleaning
AGENDA DATE:	11/14/2023
DATE PREPARED:	10/31/23
PREPARED BY:	Erin Lewis
AMOUNT:	$29,904
GL ACCOUNT #:	505-4420-541300
FUNDING SOURCE:	Water and Sewer
BUDGETED ITEM?	Yes

PURPOSE: The purpose of this project is to clean the filter media and underdrain system at the Water Treatment Plant.

BACKGROUND: The current media and underdrains are approximately 10 years old. The media and underdrain cleaning consists of using acidic chemicals that dissolve any particulates, such as iron and manganese that cannot be removed with the normal filter washes.

STAFF RECOMMENDATION: Staff recommends that we engage Blue Earth Products to clean the filter media and underdrains of the Plant's two filters.

IMPACT: Competing this project will allow staff to have a clear idea of how much of our filter media needs replacement during normal maintenance. It will also allow staff to enjoy longer filter runs and negate the need to conduct filter washes as frequently. This project is a sound alternative to media replacement as it essentially washes and restores the media to original condition. The existing media would otherwise lose effectiveness over time, resulting in required media replacement.

MOTION: I move to authorize the Mayor to approve the purchase of the Water Treatment Plant filter and underdrain cleaning in the amount of $29,904.

July 7, 2023

ATTN: Erin Lewis
Water Treatment Plant Manager
City of Villa Rica
571 W. Bankhead Hwy, Villa Rica, GA 30180

Reference: City of Villa Rica Water Treatment Plant – Filter Media and Underdrain Cleaning
Villa Rica, GA

Ms. Lewis:

Blue Earth Products ("BEP") is pleased to propose the following scope of work for the in-situ chemical cleaning for one (1) gravity filter measuring ~ 270 ft2 with 18" of anthracite over 17" of sand.

Scope of Supply

Cleaning Chemistry:

1. BEP shall furnish and apply a sufficient quantity of neXt™, an NSF60 approved cleaning chemistry, to clean the filter media and underdrains in the one (1) filters referenced above.

2. BEP shall furnish and a apply sufficient quantity of pHaze™, an NSF60 approved cleaning chemistry, to neutralize the cleaning solution wastewater.

3. BEP will provide freight to the Villa Rica GA Water Treatment Plant jobsite at:
204 N Van Wer Rd, Villa Rica, GA 30180

4. BEP shall provide an experienced project manager with at least 3 years' experience to supervise, manage, and coordinate the chemical cleaning of the filters and all aspects of the project work.

5. BEP shall supply all PPE and specialized equipment needed for the chemical cleaning project.

Notes:

- Cleaning chemistry utilized shall be a single granular product with an acidic and oxidizing component
- All chemicals utilized shall be NSF-60 Certified
- Effluent valves are to be sealed or plated during application of cleaning chemistry
- Effluent valves should be leak tested for a minimum of 12 hours before applying cleaning chemistry
- Cleaning chemistry shall be placed in 50lb bags, palletized, and shrink wrapped
- Customer is to provide a dry area for chemical storage that is protected from the elements
- This proposal assumes a BEP mobilization per filter
- Filter operations are to be done by plant personnel
- BEP shall provide all necessary PPE to complete the project including, but not limited to: full-face respirator w/ vapor cartridges, chemical gloves, rubber boots, and Tyvek suits

Application Labor:

1. BEP shall provide all labor to perform the above scope of work. All labor work performed shall be paid at BEP's standard wage rates.

Pricing:

Chemical and Labor: $14,952 – Fourteen Thousand Nine Hundred and Fifty-Two Dollars (per filter)

Prices Quoted Are:

1. F.O.B. shipping points with freight prepaid and allowed to the jobsite.
2. Our standard insurance coverage is included.
3. Exclusive of any Federal, State, Manufacturer's Use Tax or any other taxes which may be applicable, and contingent upon receipt of appropriate tax-exempt forms.
4. For acceptance within thirty (30) days.
5. Exclusive of any bonds.
6. Based upon all project work being performed in one (1) mobilization and working with a maximum of one (1) filter out of service at a time.
7. Based upon Owner providing BEP with appropriate on-site storage area for raw materials.
8. All in-filter work shall be performed as a non-permitted confined space.
9. Work to be performed during normal business hours (7:00 AM to 5:00 PM) Monday to Friday. With additional morning, evening, and weekend hours possible if acceptable with plant operating personnel.

Proposed Schedule

BEP estimates that each filter will require (2) days on-site.

Work & Materials Not Included:

BEP has not included the replacement or repair of any other filter internals or underdrains, nor any other materials, labor, supervision, or services which are not specifically covered within the above specified scope of this proposal.

We thank you for the opportunity of submitting our proposal for your consideration. Should you have any questions or require any additional information, please do not hesitate to contact the writer.

Respectfully yours,
BLUE EARTH PRODUCTS LLC.

Bart Kauffmann
Sales Representative

01/01/2023

SUBJECT: SOLE SOURCE PROVIDER

Chemical cleaning of water storage tanks, filter and filter media using Blue Earth Products Floran® branded products.

Blue Earth Products is Sole Source Provider for Floran® NSF 60 certified products.

Included in Blue Earth Products suite of sole source products are these products that are currently protected by patents:

Clearitas, pHinish-L, Top Ultra, Floran Catalyst, CSR Plus, Filter Fit, Media Master, neXt, and pHaze.

For further information about these products you may give me a call at 551.486.8045 or visit our website at www.BlueEarthProducts.com.

With Best Regards,

Ken Juillet
VP Sales and Marketing
Blue Earth Products

HEADQUARTERS | 5055 WEST PATRICK LANE, SUITE #101, LAS VEGAS, NV 89118
MANUFACTURING | 14580 WEST 99th STREET., LENEXA, KANSAS 66215
T 702.851.4760 | F 702.851.4769 | BLUEEARTHPRODUCTS.COM | INFO@BLUEEARTHPRODUCTS.COM

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Pump and Motor Replacement at Hickory Booster Station
AGENDA DATE:	11/14/2023
DATE PREPARED:	10/31/23
PREPARED BY:	Erin Lewis
AMOUNT:	$17,943.50
GL ACCOUNT #:	505-4420-542500
FUNDING SOURCE:	Water and Sewer
BUDGETED ITEM?	Yes

PURPOSE: The purpose of this project is to replace both pumps and motors at the Hickory Booster Station. Staff is also proposing to add a variable frequency drive to one of the pumps. This will better control the flow at this station.

BACKGROUND: The Hickory Booster Station is the only way that Staff has of moving water in the system to the Carrollton Road Tank. The pumps at this location are at the end of their life cycle. They are not controlled by VFDs or soft starts. Staff has limited control over pump velocities. Replacing the pumps and motors, and adding the VFD will allow us this control.

Hydra Service, Inc.	Pumps, motors, VFD with installation	$17,943.50
AMPS	Pumps and motors	$13,829.00

STAFF RECOMMENDATION: Staff recommends that we engage Hydra Service, Inc in purchasing the two new pump/motor combinations, as well as purchasing and installing one VFD in this location. Staff will install the pumps and motors.

IMPACT: Competing this project will allow staff to complete our tank maintenance, by allowing staff the opportunity to control pressure around the Carrollton Road tank while it is empty. To accomplish this, we will need the ability to run the pumps 24 hours per day to maintain pressure in this zone. Having the VFD will allow us the chance to control the flow and pressure from the Hickory Booster Station.

MOTION: I move to authorize the Mayor to approve the purchase of two pumps and motors, as well as a variable frequency drive, in the amount of $17,943.50

Alabama Motor and Pump Service

1471 S Tallassee Street
P O Box 951
Dadeville, AL 36853
256-825-0477 P 256-825-4418 F

Estimate

Date	Estimate #
10/3/23	112560

Bill To

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

Ship To

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

P.O. No.	Terms	Rep
	Net 20	KJ

Item Code	Description	Qty	Price Each	Total
1068	Parts-BM# B54155 Berkeley Pump & Motor 20HP, 230/460V, 3-Phase, 1044" Impeller Trimmed ***Estimated Lead Time 6-7 Weeks***	1	13,579.00	13,579.00
2002	Freight-Incoming Freight (Truck-line)	1	250.00	250.00
1068	New Motor Only WEG 20HP 254/56JM 230/460V 3-Phase	1	2,490.00	2,490.00

$13,829

Estimate is valid for 30 days.

Subtotal	$16,319.00
Sales Tax (0.0%)	$0.00
Total	$16,319.00

Hydra Service (E), Inc
2104 HWY 160
Warrior AL 35180

Sales Quote

Customer Number
223792
Sales Quote No.
00452

Bill To:
CITY OF VILLA RICA
ATTN: Accounts Payable
571 W BANKHEAD HWY
VILLA RICA GA 30180

Ship To:
CITY OF VILLA RICA
ATTN: Accounts Payable
571 W BANKHEAD HWY
VILLA RICA GA 30180

Date	Salesperson	Order Date	Purchase Order No.	Special Instructions
	G12	10/3/2023		WARRIOR TO SHIP RC

Quantity	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	PUMP - 1222-102-rev1 BERKELEY B54155 PUMP B4EPMS 20HP 1800RPM 230/460V 3PH 60HZ SN _____ *Freight included	1504	$10,455.00	$10,455.00

Payment/Terms: NET 30

Sales Quote Subtotal	$10,455.00
4.000% Tax	
Freight Charges	
Sales Quote Total	**$10,455.00**

Hydra Service (E), Inc
2104 HWY 160
Warrior AL 35180

Sales Quote

Customer Number
223792
Sales Quote No.
00905

Bill To:
CITY OF VILLA RICA
ATTN: Accounts Payable
571 W BANKHEAD HWY
VILLA RICA GA 30180

Ship To:
CITY OF VILLA RICA

571 W BANKHEAD HWY
VILLA RICA GA 30180

Date	Salesperson	Order Date	Purchase Order No.	Special Instructions
10/16/2023	G13	10/16/2023		ELECT SERV CALL RC

Quantity	U/M	Description / Stock Number	Code	Unit Price	Amount
		SERVICE CALL - TICKET 1023-155			
		to install VFD			
1.00	EA	INVERTEK ODE-3-520610-3F42 Optidrive E3 20HP VFD, 240V 3Phase, 61Amps, IP20	1502	$3,288.50	$3,288.50
1.00	EA	PRESSURE TRANSDUCER	1502	$585.00	$585.00
160.00	MI	ELECTRIAL MILEAGE	0802	$1.50	$240.00
8.00	EA	ELECTRICAL - 2 MEN - REG TIME	0802	$270.00	$2,160.00
3.00	EA	ELECTRICAL - 2 MEN - OT TIME	0802	$405.00	$1,215.00

Payment/Terms: NET 30

Sales Quote Subtotal	$7,488.50
4.000% Tax	
Freight Charges	
Sales Quote Total	**$7,488.50**

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Driveway Replacement
AGENDA DATE:	11/14/2023
DATE PREPARED:	10/31/23
PREPARED BY:	Erin Lewis
AMOUNT:	$ 32,526.40
GL ACCOUNT #:	505-4420-541210
FUNDING SOURCE:	Water and Sewer
BUDGETED ITEM?	Yes

PURPOSE: The purpose of this project is to repave the driveway at the Water Treatment Plant.

BACKGROUND: The Water Plant pavement was installed more than 20 years ago, and has damage due to both daily traffic and continuous deliveries from large trucks during that time. There are now several areas of the drive that are well beyond its useful life. Staff contacted vendors for quotes for replacement, with the results shown below.

McIntosh Specialty Services	$45,634.25
RP Paving Solutions	$32,526.40
Magnum Paving	$49,406.25

STAFF RECOMMENDATION: Staff recommends that we engage RP Paving solutions to replace the driveway at the Water Treatment Plant, at a cost of $ 32,526.40.

IMPACT: Competing this project will allow staff to have complete use of the driveway. It will also make it more manageable for chemical delivery drivers to turn around in the parking lot instead of backing into the plant from N. Van Wert Road.

MOTION: I move to authorize the Mayor to approve the purchase of having the Water Plant driveway replaced by RP Paving at the cost of $32,526.40

McIntosh Specialty Services LLC
1656 US-27 North
Carrollton, Georgia 30117

Certified Drug Free Workplace

McINTOSH SPECIALITY SERVICES, LLC
ASPHALT PAVING • CONCRETE
770-834-0100

Customer: Villa Rica
Address: 571 West Bankhead Hwy Villa Rica

PROPOSAL – WORK ORDER

(PROPOSALS MAY BE WITHDRAWN IF NOT APPROVED WITHIN 30 DAYS)

Project Location: Water Treatment Plant 204 N Van Wert

Phone: 770-550-6088 EMAIL: JDUKES@VILLARICA.GOV

Item	Description	Unit	Unit Price	# Units	Total
1	Remove and replace driveway and parking lot with 3" compacted average 12.5mm asphalt. Approximately 8,102 sq ft. Remove and dispose spoils, compact area, place needed crushed stone base, compact, proof roll and pave.	Lump Sum	45,634.25	1	45,634.25
2	Remove and replace driveway and parking lot with 6" concrete. Approximately 8,102 sq ft. Remove and dispose spoils, compact area, place needed crushed stone base, compact, proof roll and form and pour concrete.	Lump Sum	89,447.65	1	89,447.65

- Although our work is performed using quality materials, high construction standards and our goal is to exceed customer expectations, if there are permits or specifications for this project, they must be furnished to McIntosh prior to our proposal.
- The Prices shown above include our labor, and equipment and materials unless otherwise noted.
- McIntosh Specialty Services LLC (McIntosh) presently schedules work several weeks in advance. If the timing of your work is critical, discuss this with us and we will do our best to help meet important timelines.
- McIntosh invoices the actual work units performed, unless otherwise noted such as "Lump Sum". The units shown in our proposals may be estimated and while generally accurate, there may be differences, more or less, with the actual numbers of units and these actual units will be invoiced.
- The prices quoted in this proposal are based on the award of all items quoted unless specified otherwise. Pricing for specific items or groups of items can be provided upon request.
- The "Customer" (above), represents themselves as the owner or owner's authorized agent to approve this agreement, including the work described above, at the location shown, guaranteeing that McIntosh will receive timely payment in full for our work.
- Payment is due upon completion of work and receipt of invoice. No "Pay when Paid" or similar payment delay provisions is allowed. Interest will be charged at 18% API or the maximum rate allowed by law starting 10 days after the payment due date. Late payments will also incur any collection costs, including legal fees, related to collection efforts of late payment(s).
- ***Payment by credit or debit card requires a processing charge of 3%.
- Proposals are subject to correction.
- As the result of direction by the customer, verbally or otherwise, if this work proceeds, this Proposal shall become a "Work Order" with the mutual agreement that all information contained in this Proposal shall apply, including its incorporation into any contract or other similar agreement related to this work. This Work Order shall continue to supersede any conflicting points of other agreements even if dated they are postdated.

This Proposal excludes the following items unless they are specifically noted above as being included:

- Permitting
- Surveying / Construction layout
- Soil & Material Testing
- Bid, Payment or performance bonds
- Adjusting or relocating public or private utilities
- Soil and water related environmental controls
- Remediation of soft or unstable subgrade
- Landscaping

Warranty:

- For a period of 12 months following the completion of the pay items listed above, McIntosh will address any workmanship or material failures, subject to inspection and approval by McIntosh. Damage resulting from excessive loading, roots, excavations, poor quality or insufficiently compacted fill, sub-base or base, or existing pavement that was not properly installed or repaired as a part of this quote is not covered under our warranty.

Offered by: John Lightner Printed: John Lightner Date: 5/26/2023

Accepted by: _____ Printed: _____ Date: _____

Magnum Paving, LLC
140 Baker Industrial Ct
Villa Rica, GA 30180
(770) 919-0911
info@magnumpavingga.com
http://MagnumPavingGa.com

Proposal

ADDRESS

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

PROPOSAL # 10645
DATE 11/02/2023
EXPIRATION DATE 12/02/2023

SALES REP
Joe Draughon

JOB NAME
204 N Van Wert Rd. (Revised)

ACTIVITY	QTY	RATE	AMOUNT
Services 3" Mill & Overlay: Mill 3" of existing asphalt and haul off site. Furnish & install 3" 12.5mm asphalt (per SY)	775	63.75	49,406.25

All Saw cutting, Demo, GAB under curb, Striping, Signage, and Bollards excluded from bid
All work to be completed in ONE mobilization. Any additional crew mobilizations will be $10,000 per
Drainage of the Pavement Surface is NOT guaranteed where design slope is LESS than 1.5%.
All prices based off October 1, 2023 Asphalt index.

TOTAL **$49,406.25**

Garrett Yerkey (404) 580-6677
garrett@magnumpavingga.com Project Manager
Joe Draughon (470) 301-3522
joe@magnumpavingga.com Estimator
Tyler Dickinson (404) 754-6326
tyler@magnumpavingga.com Managing Member
Wayne Boatright (404) 580-9184
wayne@magnumpavingga.com
Brinson Roland (678) 249-8477 Sales
brinson@magnumpavingga.com

Accepted By

Accepted Date

*** PLEASE NOTE OUR CHANGE OF ADDRESS ***

RP Paving Solutions, LLC

106 Three West Parkway
Villa Rica, GA.30180

Office Phone: 678-840-4088

PROPOSAL

Date:	Proposal No.:
10/23/2023	25126

Customer Name / Address:	
City of Villa Rica Streets & Solid Waste 571 Bankhead Hwy Villa Rica, GA 30180	
Phone:	770-459-3471

Job Name / Location:
Project Manager Contact Info.:
Brad Cruse

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
	Villa Rica Water Plant 204 N Van Wert Rd. Villa Rica, Ga. 30180			
Mill and pave 3"	Mill and remove (880) sq. yds. of damaged asphalt pavement to a depth up to 3 " inches and dispose of off site. Clean surrounding area, compact remaining aggregate base, and apply a liquid tack coat to the milled surface and vertical edges.. Install a compacted 2" layer of 19mm binder mix and a compacted 1" layer of 9.5mm surface mix in 880sy. Price does not include the repair or replacement of any unstable base or sub-base structures.		31,926.40	31,926.40
			0.00	0.00
Layout and Stripe	Stripe Parking lot to match pre-existing configuration	1	600.00	600.00
		Project Total:		$32,526.40

This price is good for 30 days from date of proposal, after that, price is subject to change. RP Paving Solutions reserves the right to add 3.5% to the final invoice for any credit card payments as the price above is a cash price. RP Paving cannot warranty the application of any paint or thermoplastic products installed on concrete surfaces. Please contact a RP Paving Solutions representative for other discounts available.

Please sign below for acceptance:

Sign Here: _____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2023 Budget Amendments #169-179
AGENDA DATE: 11-14-2023

DATE PREPARED: 11-01-2023
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?
PUBLIC HEARING:

PURPOSE: To adopt a resolution amending the 2023 budget

MOTION: I move to adopt a resolution amending the 2023 fiscal year budget pursuant to Section 2-71 of the City Charter.

City of Villa Rica **11/14/2023**
Exhibit A
Proposed 2023 Budget Amendments

Eastside TAD - Special Revenue Fund

Source of Funds: ***Bond Proceeds***

Creating the Eastside TAD Special Revenue Fund

	Item	*Account Name*	*Account Type*		*Amount*
169	270-393200	Bond Proceeds	Revenue	Increase	20,985,000
170	270-4210-541401	Mirror Lake Conn./VR Pkwy	Expense	Increase	15,000,000
171	270-4210-541402	Fortune Pkwy (Anderson to Old Stone)	Expense	Increase	4,000,000
172	270-8000-584000	Issuance Costs	Expense	Increase	331,942
173	270-9000-611410	Transfer to Debt Service Fund	Expense	Increase	1,653,058

Eastside TAD - Debt Service Fund

Source of Funds: ***Bond Proceeds***

Creating the Eastside TAD Debt Service Fund

	Item	*Account Name*	*Account Type*		*Amount*
174	420-391260	Transfer from Eastside TAD	Revenue	Increase	1,653,058
175	420-8000-582100	Interest - Bonds	Expense	Increase	1,653,058

Stormwater- Temple Street

Source of Funds: ***American Rescue Plan Act (ARPA) Funds***

Stormwater design & construction for Temple Street (Los Cowboys)

	Item	*Account Name*	*Account Type*		*Amount*
176	505-381000	Use of Fund Balance	Revenue	Increase	1,074,000
177	505-9000-611506	Transfer to Stormwater Fund	Expense	Increase	1,074,000
178	560-391250	Transfer from Water & Sewer	Revenue	Increase	1,074,000
179	560-4320-541420	Stormwater Improvements	Expense	Increase	1,074,000

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET FOR THE FISCAL YEAR 2023 FOR THE CITY PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2023 Budget on September 20, 2022, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein; and

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2023, said budget amendment being described as Amendment No. 169-179, attached hereto, and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses, and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable, and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2023.

Approved:

_____
Gil McDougal, Mayor

Attest:

_____
Theresa Campbell, City Clerk

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2024 Budget Amendments #1-15
AGENDA DATE: 11-14-2023

DATE PREPARED: 11-01-2023
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?
PUBLIC HEARING:

PURPOSE: To adopt a resolution amending the 2024 budget

MOTION: I move to adopt a resolution amending the 2024 fiscal year budget pursuant to Section 2-71 of the City Charter.

City of Villa Rica **11/14/2023**
Exhibit A
Proposed 2024 Budget Amendments

Eastside TAD - Special Revenue Fund

Source of Funds: ***Fund Balance - 2023 Bond Proceeds***

Adopting FY24 Eastside TAD Special Revenue Fund

	Item	*Account Name*	*Account Type*		*Amount*
1	270-381000	Use of Fund Balance	Revenue	Increase	14,435,196
2	270-4210-541401	Mirror Lake Conn./VR Pkwy	Expense	Increase	10,435,196
3	270-4210-541402	Fortune Pkwy (Anderson to Old Stone)	Expense	Increase	4,000,000

Eastside TAD - Debt Service Fund

Source of Funds: ***Fund Balance - 2023 Bond Proceeds - Capitalized Interest***

Adopting FY24 Eastside TAD Debt Service Fund

	Item	*Account Name*	*Account Type*		*Amount*
4	420-381000	Use of Fund Balance	Revenue	Increase	712,931
5	420-8000-582100	Interest - Bonds	Expense	Increase	712,931

Police Vehicles (3) + Upfitting

Source of Funds: ***Grant, Insurance, DSPLOST, Fund Balance***

Purchase three (3) Ford Explorers + upfitting for Police Department

	Item	*Account Name*	*Account Type*		*Amount*
6	100-336060	Miscellaneous Grant (Norfolk Southern)	Revenue	Increase	45,000
7	100-383100	Insurance Reimbursement	Revenue	Increase	21,120
8	100-381000	Use of Fund Balance	Revenue	Increase	82,968
9	100-9000-611021	Transfer to GF Capital Project	Expense	Increase	149,088
10	350-391100	Capital Project Transfers	Revenue	Increase	149,088
11	350-3210-542200	Vehicles - Police	Expense	Increase	149,088
12	322-381000	Use of Fund Balance	Revenue	Increase	50,000
13	322-3210-542200	DSPLOST - Vehicles	Expense	Increase	50,000

Site Inspector Truck

Source of Funds: ***General Fund (savings from another PW department)***

Purchase 2022 F-150 Crew Cab 4x4 for Site Inspector

	Item	*Account Name*	*Account Type*		*Amount*
14	350-4110-542200	Public Works - Vehicles	Expense	Increase	42,000
15	350-4210-542500	Streets - Equipment	Expense	Decrease	42,000

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET FOR THE FISCAL YEAR 2024 FOR THE CITY PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2024 Budget on September 12, 2023, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein; and

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2024, said budget amendment being described as Amendment No. 1-15, attached hereto, and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses, and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable, and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2023.

Approved:

_____
Gil McDougal, Mayor

Attest:

_____
Theresa Campbell, City Clerk

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Updated Utility Rates for FY24 – Water Volume Rate Increase
AGENDA DATE: 11/14/2023

DATE PREPARED: 10/10/2023
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: n/a
GL ACCOUNT #: n/a

PURPOSE: To approve the updated Utility Rates to be effective January 1, 2024.

BACKGROUND: The FY24 budget included a water volume rate increase of 5%.

FY23 – CURRENT - Water Volume Rates

RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month				
	Tier 1	Tier 2	Tier 3**	Tier 4
Inside City Limits	$ 3.84	$ 4.69	$ 5.87	$ 9.37
Outside City Limits	$ 5.76	$ 7.03	$ 8.80	$ 14.05
Senior (Low Income)	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
Residential 3/4 & 5/8	0-2,000	2,001-10,000	10,001-20,000	Over 20,000

NON-RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month			
	Tier 1***	Tier 2	Tier 3**
Inside City Limits	$ 4.69	$ 5.87	$ 9.37
Outside City Limits	$ 7.03	$ 8.80	$ 14.05
Commercial 3/4 & 5/8	0-5,100	5,101-27,150K	Over 27,150K
1” or 1 1/2" water meter	0-16,000	16,001-45K	Over 45K
2” water meter	0-40,000	40,001-100K	Over 100K
3” or 4" water meter	0-70,000	70,001-150K	Over 150K
6” water meter	0-500,000	500,001-750K	Over 750K
8” water meter	0-600,000	600,001-1.5m	Over 1.5m

** All irrigation and hydrant meter usage will be calculated at Tier 3 rates regardless of consumption. No sewer charges or fees will be applied.
(ORD-10-03-CCO 4-6-10)
***All Industrial usage will be calculated at Tier 1 rates regardless of consumption
(ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)

FY24 – NEW - Water Volume Rates

RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month				
	Tier 1	Tier 2	Tier 3**	Tier 4
Inside City Limits	$ 4.03	$ 4.93	$ 6.16	$ 9.84
Outside City Limits	$ 6.05	$ 7.38	$ 9.24	$ 14.75
Senior (Low Income)	0-2,000	2,001-10,000	10,001-20,000	Over 20,000
Residential 3/4 & 5/8	0-2,000	2,001-10,000	10,001-20,000	Over 20,000

NON-RESIDENTIAL

Water Rate Schedule per 1,000 gallons of usage per month			
	Tier 1***	Tier 2	Tier 3**
Inside City Limits	$ 4.93	$ 6.16	$ 9.84
Outside City Limits	$ 7.38	$ 9.24	$ 14.75
Commercial 3/4 & 5/8	0-5,100	5,101-27,150K	Over 27,150K
1" or 1 1/2" water meter	0-16,000	16,001-45K	Over 45K
2" water meter	0-40,000	40,001-100K	Over 100K
3" or 4" water meter	0-70,000	70,001-150K	Over 150K
6" water meter	0-500,000	500,001-750K	Over 750K
8" water meter	0-600,000	600,001-1.5m	Over 1.5m

** All irrigation and hydrant meter usage will be calculated at Tier 3 rates regardless of consumption. No sewer charges or fees will be applied.
(ORD-10-03-CCO 4-6-10)
***All Industrial usage will be calculated at Tier 1 rates regardless of consumption
(ORD-12-10-CCO-12/4/2012 with effective date of January 1, 2013)

STAFF RECOMMENDATION: To approve the updated utility rates to be effective January 1, 2024, as presented in the 2024 fiscal year budget. This is an approximate increase of $0.85/month for the average customer using 4,000 gallons.

MOTION: I make a motion that we approve the updated Utility Rates, as presented, to be effective for all utility bills sent on or after January 1, 2024.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Transition Hotel Motel Revenue Administration to HdL Company
AGENDA DATE: 11-14-2023

DATE PREPARED: 11-02-2023
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: Approx. $7k
GL ACCOUNT #: 100-1510-521200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To transition service providers within Georgia Municipal Association's hotel motel revenue administration program.

BACKGROUND: GMA is transitioning the hotel motel revenue administration program from The Resource Professionals Group (TRPG) to HdL Company. HdL provides tax administration services across the country. Per GMA, HdL's staff is engaging, helpful, knowledgeable, and skilled in supporting the lodging community. GMA selected HdL because of its client-focused approach, best-in-class practices, and expertise.

STAFF RECOMMENDATION: To execute the agreement with HdL for the hotel motel revenue administration program. The agreement has been reviewed by legal staff.

IMPACT: None

MOTION: I move to approve the Mayor to execute the agreement with HdL for the hotel motel revenue administration program.

GEORGIA MUNICIPAL ASSOCIATION

October 11, 2023

TO: GMA Hotel Motel Revenue Administration Program Members

RE: Service Transition to HdL Companies

Good morning!

As many of you know, Bryan Whitford, our long-time Hotel Motel Revenue Administration service provider, unexpectedly passed away earlier this year. In Bryan's absence, Carolyn Ogan, Bryan's partner at The Resource Professionals Group, has diligently continued the service with support, expertise, and oversight from TRPG's alliance partner, HdL Companies. We appreciate HdL and TRPG's unified efforts to maintain the administration service.

Through this experience and relationship, Carolyn and TRPG have determined to transition the responsibilities for the Hotel Motel Revenue Administration program and the other GMA services associated with TRPG to HdL Companies. This transition will occur over the next two months. Both teams have been working together to deliver a seamless transition.

You can expect:

- A methodical, smooth transition from TRPG to HdL.
- A series of communications containing information, details, and steps you need to take to effect the transition.

GMA is also establishing a new service agreement to offer HdL's other enhanced excise tax and fee collection services from their portfolio of government services. You will hear more about this in the coming months.

In the meantime, should you have any questions, please feel free to contact me or Josh Davis of HdL (jdavis@hdlcompanies.com) directly for information.

GMA greatly appreciates your patience and understanding during this transitional period, and we appreciate the opportunity to serve you.

Thank you,

Darin Jenkins
Director of Corporate Engagement

Bret Harmon
Director of Client Experience
Powerful Solutions, Proven Results
bharmon@hdlccompanies.com
www.hdlccompanies.com
714.879.5000

October 2023

Dear GMA Hotel Motel Revenue Administration Program Members:

Over the last several months, the GMA and HdL Companies (HdL) have been working together to ensure the continuation of the Hotel Motel Revenue Administration Program services for you. We are pleased to join forces with you and GMA.

Welcome to your new partnership with the HdL!

As you start your journey with us, you can be confident you will receive the same refreshing customer experience, unmatched and multi-lingual service delivery, and unparalleled revenue recovery as our 700+ city, county, and special district clients from across the nation enjoy every day. You will soon experience for yourself what drives 99.6% of our clients to retain our services year after year. You can rely on us to understand your needs, deliver on our promises, and thoughtfully serve your business community.

Today is Day One of your journey with us. Here is what to expect on Day 2 and after. In the coming weeks, you will receive an invitation to a group orientation meeting where you and other GMA clients will learn about:

- Your role in the transition from TRPG-provided to HdL-provided services.
- Service enhancements and changes you can expect over the coming months.
- A timeline of the service transition.
- The team that will serve you and your hotels and motels.
- The best ways to communicate with us.

We look forward to serving you.

Sincerely,

Bret Harmon

Director of Client Experience

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Agreement Date") by and between Hinderliter De llamas & Associates (HdL) ("Consultant"), and _____ ("Client"), which is located within the state of Georgia (the "State").

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, "Consultant's Business"); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services")

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards**. In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees**. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment**.

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days' notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance**. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

5. **Client Support**.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statue of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: _____, Attn: _____, Email: _____.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted

by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:	**CLIENT**:
Hinderliter De Llamas & Associates (HdL)	_____
By:_____	By:_____
Its:_____	Its:_____
By:_____	By:_____
Its:_____	Its:_____

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE E
Tax and Fee Administration Services and Fees
Lodging Tax – Operations Management Services

SCHEDULE E – This Schedule E provides the scope of Services and Fees for tax and fee administration related to lodging tax pursuant to the Master Services Agreement dated _____, 2023 ("MSA").

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's lodging tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client lodging providers.
   - 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
   - 1.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.4. Remit revenue to Client no less than monthly.
   - 1.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
   - 1.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
   - 1.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.
2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
   - 2.1. Client Responsibilities
     - 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
     - 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

3. **Operations Management Services**
   - 3.1. Fees for performing operations management Services shall be $981.00 per year for each filing property + CPI.
   - 3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for each city region. Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

3.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support).

3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

4.1.2. ACH/eCheck processing - $1.25 per transaction

4.2. Client funded

4.2.1. Credit and debit card processing – 2.9% of transaction amount

4.2.2. ACH/eCheck processing - $0.50 per transaction

4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

SCHEDULE E
Tax and Fee Administration Services and Fees
Lodging Tax – Operations Management Services

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule E to the MSA through their duly authorized representatives as of _____, 2023.

CONSULTANT:	**CLIENT:**
Hinderliter De Llamas & Associates (HdL)	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Proposed 2024 Holiday Calendar
AGENDA DATE: November 14, 2023

DATE PREPARED: November 7, 2023
PREPARED BY: Tom Barber

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve the 2024 Holiday Calendar.

BACKGROUND: Each year the City observes 12 paid holidays. The attached calendar provides the dates for the same 12 holidays. If the holiday falls on a Saturday it is observed on the preceding Friday, and if the holiday falls on a Sunday, the holiday is observed on the following Monday.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the 2024 Holiday Calendar, as presented.

City of Villa Rica

Mayor Gil McDougal ● Mayor Pro Tem Shirley Marchman
Matthew Momtahan ● Anna McCoy ● Danny Carter

2024 Holiday Calendar

New Year's Day	Monday	January 1, 2024
Martin Luther King Day	Monday	January 15, 2024
President's Day	Monday	February 19, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Veterans Day	Monday	November 11, 2024
Thanksgiving Day	Thursday	November 28, 2024
Day after Thanksgiving	Friday	November 29, 2024
Christmas Eve	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Proposed 2024 Meeting Calendar
AGENDA DATE: November 14, 2023

DATE PREPARED: November 7, 2023
PREPARED BY: Tom Barber

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve the City Council's 2024 Meeting Calendar.

BACKGROUND: During 2023, the City Council meetings were held at 1:00 pm (Work Session) and 6:00 pm (Regular Meeting) on the second Tuesday of the month. T he proposed schedule moves the work sessions to 1:30 pm. There is no meeting scheduled in June.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the 2024 Meeting Calendar, as presented.

City of Villa Rica

Gil McDougal ● Shirley Marchman ● Matthew Momtahan ● Anna McCoy ● Danny Carter

2024 City Council Meeting Schedule

DESCRIPTION	*WORK SESSION*	*MEETING*	*AGENDA DEADLINE*
January Monthly Meeting	1/9/24 at 1:30pm	1/9/24 at 6pm	12/28/23 at 5pm
February Monthly Meeting	2/13/24 at 1:30pm	2/13/24 at 6pm	2/1/24 at 5pm
March Monthly Meeting	3/12/24 at 1:30pm	3/12/24 at 6pm	3/2/24 at 5pm
April Monthly Meeting	4/9/24 at 1:30pm	4/9/24 at 6pm	3/28/24 at 5pm
May Monthly Meeting	5/14/24 at 1:30pm	5/14/24 at 6pm	5/2/24 at 5pm
June Monthly Meeting	---	---	---
July Monthly Meeting	7/9/24 at 1:30pm	7/9/24 at 6pm	6/27/24 at 5pm
August Monthly Meeting	8/13/24 at 1:30pm	8/13/24 at 6pm	8/1/24 at 5pm
September Monthly Meeting	9/10/24 at 1:30pm	9/10/24 at 6pm	8/29/24 at 5pm
October Monthly Meeting	10/8/24 at 1:30pm	10/8/24 at 6pm	9/26/24 at 5pm
November Monthly Meeting	11/12/24 at 1:30pm	11/12/24 at 6pm	10/31/24 at 5pm
December Monthly Meeting	12/10/24 at 1:30pm	12/10/24 at 6pm	11/28/24 at 5pm

Ordinance Changes

Planning Commission Vote: 8/15/23

City Council Vote: 11/14/23

Chapter 1: Summary

- Section 1.04:
  - Introduced new regulations for Change of Use Applications.
  - Exempted municipal, county and state-owned properties from use and use district regulations.

Change of Use – Section 1.04(1): "Make it make sense!"

	Undeveloped	Underdeveloped	Developed
Existing Structure	N/A	All Regulations	Parking ONLY
Expanded Structure (Beyond 35%)	N/A	All Regulations	All Regulations
New Structure	All Regulations	All Regulations	All Regulations

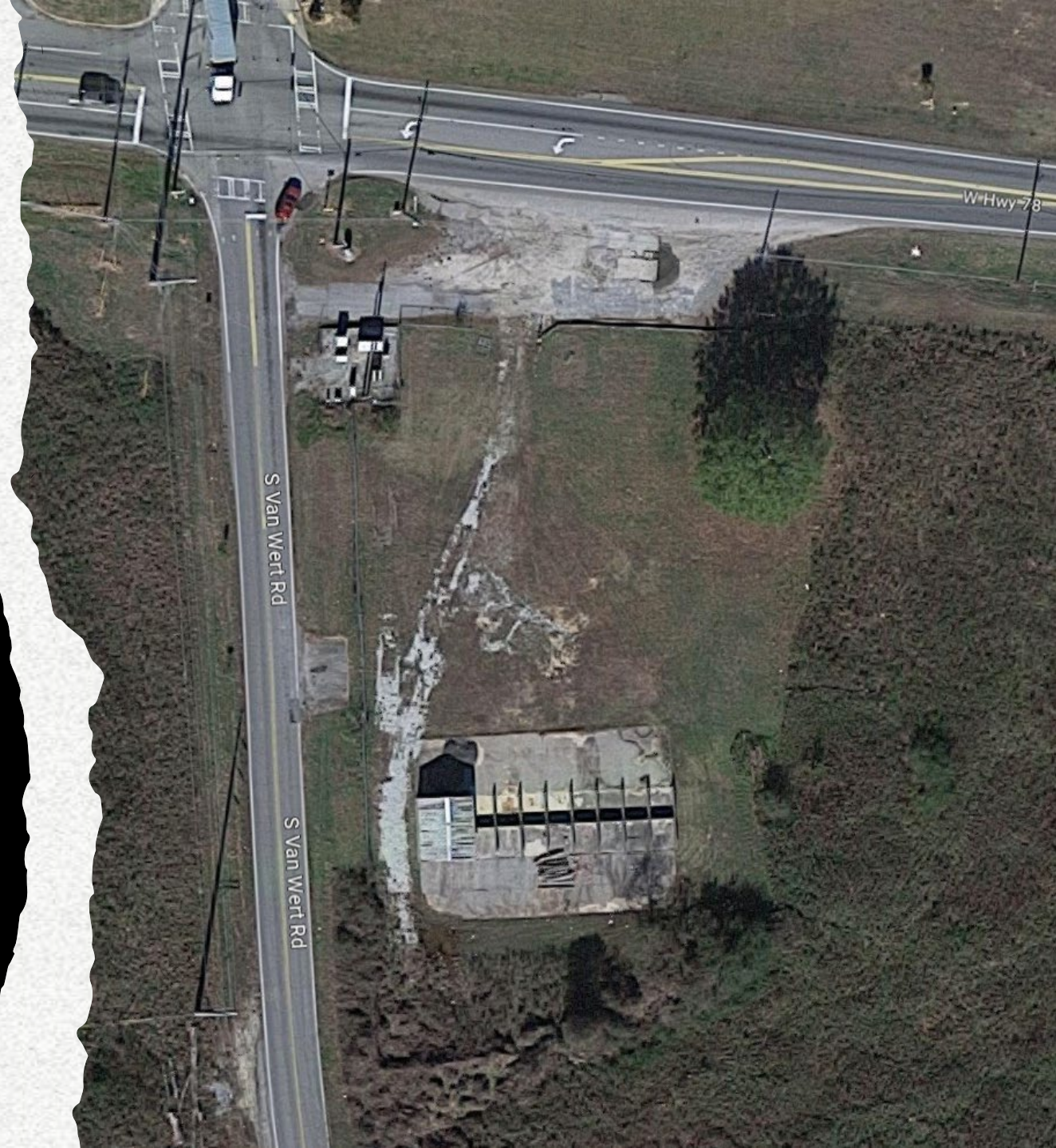
- **DEVELOPED PARCEL - A fully developed parcel or lot is a parcel of land with an existing development or use that is of a size that is within the range of density or intensity permitted within the underlying zoning classification, is generally similar in size to other developed parcels or lots within the immediate vicinity, and does not qualify within the definition of an undeveloped or underdeveloped parcel or lot. Any lot or parcel with an existing residential development or use that is below 8,500 square feet shall be classified as fully developed.**

- **UNDERDEVELOPED PARCEL - An underdeveloped parcel or lot is a parcel that contains a residential unit, commercial use or industrial use that does not take advantage of the full density or intensity permitted in the underlying zoning classification. For the purposes of this definition an underdeveloped parcel or lot shall refer only to a lot which is in a configuration which will allow the parcel or lot to be re-divided or utilized for additional development or use in conformance with the requirements of Table 4.4 of this ordinance and/or parcels with structures that are vacant for more than twelve (12) consecutive months. Lots used solely for shared parking arrangements shall be considered underdeveloped lots.**

- **UNDEVELOPED PARCEL - An undeveloped parcel or lot is one that does not contain structures and has the capacity to be developed for uses in compliance with the underlying zoning classification.**

Example:

- A landscaping business wants to locate on this corner lot and is a permitted use.
- The lot is undeveloped as it has no usable structures and can be developed for uses in compliance with the underlying zone.
- All development regulations would apply.



Example:

- A quick service restaurant wants to locate on the highlighted lot. The use is permitted in the zone.
- The lot is developed with a building and cannot reasonably feature additional commercial capacity. The lot is considered developed.
- Only parking regulations would take effect.

Example:

- An office wants to locate on the shown lot. The use is permitted in the zone.
- The lot is developed with three buildings, one in use by a quick service restaurant and two vacant.
- The lot is considered underdeveloped as it can feature additional commercial capacity.
- All zoning regulations would be applicable.

Government Exemption – Section 1.04(4)

Municipal, county, and state owned properties shall be exempt from all use and use district regulations set forth within this ordinance. This section shall not be construed to exempt such uses and structures from following development or supplemental regulations found herein. Utility providers are subject to all regulations found within this ordinance unless otherwise indicated.

Chapter 2: Summary

- Section 2.02:
  - Revised the Planning Commission Membership terms and term language per City Council and City Attorney request.
  - Introduced a new attendance policy.
  - Introduced required training for commissioners.
  - Removed the authority within this section for plat decisions, consistent with state law and City Council action in 2022.
  - Changed all language referring to a Administrative and Plat Committee to Technical Advisory Committee (TAC).
  - Removed inconsistent staff appeal language.
  - Revised language surrounding what a variance can be applied for.
  - Removed duplicate language.
  - Added Joint School/City Committee language (passed in August 2023).
- Section 2.06:
  - Added language from revised state law regarding hearing standards and requirements.

Planning Commission Membership – Section 2.02(8)

8) MEMBERSHIP.

~~a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in, own property within, or operate and manage businesses within the city limits of Villa Rica, Georgia. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be denominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been approved by the City Council.~~ The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in the city limits of Villa Rica, Georgia. The members shall be appointed as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be nominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been sworn in.

i) The current terms for the wards within the City are as follows:

(1) Ward 1 – ~~01/01/2020 – 12/31/2022~~ **01/01/2020-12/31/2022**

(2) Ward 2 – ~~12/01/2019 – 12/31/2021~~ **01/01/2022-12/31/2022**

(3) Ward 3 – ~~01/01/2021 – 12/31/2023~~ **01/01/2021-12/31/2023**

(4) Ward 4 – ~~01/01/2021 – 12/31/2023~~ **01/01/2021-12/31/2023**

(5) Ward 5 – ~~01/01/2021 – 12/31/2022~~ **01/01/2023-12/31/2023**

Planning Commission Attendance Policy – Section 2.02(8)

c) Failure to attend three (3) ~~out of four consecutive~~ **regularly** scheduled meetings within a calendar year shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.

Planning Commission Training Policy – Section 2.02(8)

d) **Members shall attend two (2) training classes during each term of office.**

Preliminary Plat Procedure Correction – Section 2.02(9)(i)

~~i) Decisions. Approve or deny plats, re-plats, and amendments to plats consistent with the Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.);~~

Technical Advisory Committee – Section 2.03(2)(n)

n) Schedule of Meeting and Filing Dates. The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.

i) Coordination of Calendars. The calendars of the ~~Administrative and Plat Committee~~ **Technical Review Committee**, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.

ii) Conformance with Georgia Code. All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.

iii) Approval of Dates. The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council ~~(the Planning & Zoning Commission shall be responsible for approving a coordinated calendar for the Administrative and Plat Committee or other advisory/review committees)~~. The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.

Staff Appeals – Section 2.03(3)

3) APPEALING A DECISION OF THE DIRECTOR. Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 11.11 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.

~~a) Exception. Recourse from the decision of the Director regarding administrative review of Development Plans shall be appealed to the Planning & Zoning Commission.~~

Variance Language Revision – Section 2.04(2)(a)(i)(1)

2) DUTIES OF THE VILLA RICA CITY COUNCIL

a) For the purpose of this Ordinance the Council has the following specific responsibilities:

i) Development Standards Variances.

(1) The Villa Rica City Council shall approve or deny variances from ~~the development standards (such as height, bulk, or area)~~ **all individual standards found within** ~~of~~ the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). **Variances shall not be granted from standardized procedural or administrative policies found within the Zoning Ordinance.** A variance may be approved only upon a determination in writing that:

(a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;

(b) the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

(c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.

(2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.

Duplicate Language Removed - Section 2.04(2)(a)

~~i) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.~~

~~ii) Annexation. The Zoning Procedures Law defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPL.~~

~~iii) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per *Chapter XI: Petitions, Permits, and Procedures.*~~

~~iv) Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in *Chapter XI: Petitions, Permits*, and subject the requirements of *Georgia Zoning Procedures Act (O.C.G.A 36-66)*, and are subject to the final approval of the City Council.~~

~~v) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure.~~

Revised State Law Language Added -Section 2.04(2)(a)(ix)

ix) Adoption of Policies and Procedures Governing Hearings.

1. **Local governments shall adopt policies and procedures which govern calling and conducting hearings required by Code Section 36-66-4, and printed copies of such policies and procedures shall be available for distribution to the general public. Such policies and procedures shall specify a minimum time period at hearings on proposed zoning decisions or quasi-judicial decisions for presentation of data, evidence, and opinion by proponents of each zoning decision and an equal minimum time period for presentation by opponents of each proposed zoning decision, such minimum time period to be no less than ten minutes per side.**
2. **In addition to policies and procedures required by subsection (a) of this Code section, each local government rendering a zoning decision shall adopt standards governing the exercise of the zoning power, and such standards may include any factors which the local government finds relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property. Such standards shall be printed and copies thereof shall be available for distribution to the general public.**
3. **In addition to policies and procedures required by subsection (a) of this Code section, each local government providing for a quasi-judicial officer's, board's, or agency's grant, denial, or review of a quasi-judicial matter may adopt specific standards and criteria governing the exercise of such quasi-judicial decision-making authority, and such standards shall include the factors by which the local government directs the evaluation of a quasi-judicial matter. Such standards shall be printed and copies thereof made available for distribution to the general public.**
4. **The policies and procedures required by subsection (1) of this Code section and the adoption of standards required by subsection (2) and permitted by subsection (2) of this Code section shall be included in and adopted as part of the zoning ordinance. Prior to the adoption of any zoning ordinance enacted on or after July 1, 2022, a local government shall conduct a public hearing on a proposed action which may be advertised and held concurrent with the hearing required by subsection (a) of Code Section 36-66-4 for the adoption of a zoning ordinance. The provisions of subsection (a) of Code Section 36-66-4 relating to notices of public hearings for the purposes of that subsection shall also apply to public hearings required by this subsection.**

Hearing Standards and Requirements – Section 2.06

- ***Applicability.*** **Public hearings held by the City Council as required by this ordinance with regard to rezoning requests (amendments to the official zoning map), applications for conditional uses, applications for variances, and appeals of any administrative decision shall be called and conducted in accordance with the procedures of this section. The City Clerk shall print and make available for distribution to the general public the procedures for the conduct of public hearings as well as the standards to be applied by the Council in making zoning decisions.**
- ***Presiding officer.*** **The presiding officer shall preside over the public hearing. In the case of the City Council, the Mayor shall preside, or in the absence of the Mayor the Mayor Pro Tempore shall preside, or in the absence of both the Mayor and Mayor Pro Tempore another member of the City Council shall be designated to preside, over the public hearing.**
- ***Opening of public hearing.*** **The presiding officer shall indicate that a public hearing has been called on one or more applications made pursuant to this ordinance shall summarize the processes required by this article (or call on the Zoning Administrator to summarize), and shall open the public hearing. Thereupon, the presiding officer shall call the first case and the City Council shall consider each application on an individual basis in succession as printed on the published agenda or as otherwise approved by the City Council; provided, however, that the presiding officer may at his discretion call and consider more than one application simultaneously when more than one application involves the same piece of property, and/or when proceedings would be efficiently completed by combining separately required public hearings and discussing more than one scheduled matter as a single group of applications.**
- ***Report of Zoning Administrator.*** **Upon opening the public hearing, the presiding officer may recognize the Zoning Administrator, who may provide a summary of the application and present any recommendations or results of investigations. Any member of the City Council upon recognition by the presiding officer may ask questions of the Zoning Administrator or designee or other city or planning commission representative providing a report or recommendations. The Zoning Administrator may be represented at the public hearing by written report in lieu of oral testimony.**
- ***Identification of speakers.*** **Prior to speaking, each speaker (including applicant, agent of applicant, and all others) must identify himself and state his current address for the record. The presiding officer may require a speaker to complete an information card supplying such information, prior to testifying.**

(Continued)

Chapter 3: Summary

- “Nonconformities”
- No changes proposed.

Chapter 6: Summary

- Revised and updated the PUD procedures (6.03)
- Clarified what standards apply to PUDs in the absence of specific standards (6.05)
- Revised language referring to revisions of PUDs.
- Corrected the Preliminary Plat procedures to align with previous City Council action.
- Revised language throughout to refer to Preliminary Plat AND Development Plan procedures as the same; and revised the roles of the Planning Commission and Technical Advisory Committee.
- Removed the option for alternative submissions for Final Plat to align with our process (6.08)
- Introduced a subsection to restrict amendments to concept plans and final plats and provide regulations surrounding major and minor changes.
- Revised the PUD flow-chart accordingly.

Revised PUD Procedures – Section 6.03(1)

- Clarified and reworded the option for preliminary plat approval or the approval of a development plan based on the type of development.
- Inserted the City Council as the approving authority of PUD Final Plats in lieu of the TAC.

a) **Plat Approval. The third step in the process is to submit either a Development Plan or a Preliminary Plat.**

i) **Development Plan.** ~~Preliminary Plat. The Detailed Development Plan is the third step in the process. In this step,~~ The applicant prepares an overall plan for the site which will be reviewed by staff, the Technical Advisory Committee ~~and approved by the Planning & Zoning Commission. For a Planned Unit Development that is going to be subdivided, this step also serves as the Preliminary Plat~~. **A Development Plan should be submitted only for those PUDs that are not proposed to be subdivided further or consists of a mix of commercial/industrial and residential uses.**

ii) **Preliminary Plat.** Submission of a Preliminary Plat, processed in the manner described in this Chapter, and the subsequent submission of a Final Plat for any portion of the approved Preliminary Plat the applicant wishes to develop. The Final Plat submitted according to this option shall be processed in the manner described in this Chapter. **A Preliminary and Final Plat should only be submitted for PUDs that are detached residential single-family as the primary use of all structures.**

b) Final Plat. The Final Plat is the final step in establishing a Planned Unit Development. During this step, the petitioner's specific plan for the entire site or a portion of the site is reviewed by the **City Council**. ~~members of the Technical Advisory Committee~~. ~~For a Planned Unit Development that is going to be subdivided, this step also serves as the Final Plat.~~

~~i) Options.~~

~~(1) Submission of a Preliminary Plat, processed in the manner described in this Chapter, and the subsequent submission of a Final Plat for any portion of the approved Preliminary Plat the applicant wishes to develop. The Final Plat submitted according to this option shall be processed in the manner described in this Chapter.~~

~~(2) Submission of a Final Plat without a Preliminary Plat, processed in the manner described in this Chapter.~~

Relationship between PUD Ordinance and Zoning Ordinance – Section 6.05(5)(b)

5. PUD ORDINANCE REQUIREMENTS
   a. The PUD Ordinance shall address all of the development standards contained within, and may defer to, the City of Villa Rica Zoning Ordinance. At a minimum, the following requirements should be addressed:
      i. Location, size, orientation and shape of buildings;
      ii. Building materials and appurtenances;
      iii. Parking;
      iv. Signage;
      v. Exterior renovation or altering of existing structures;
      vi. Demolition of existing structures;
      vii. Landscaping;
      viii. Environmental and natural resource protection;
      ix. Erosion and sedimentation control;
      x. Vehicular and pedestrian circulation;
      xi. Outdoor lighting;
      xii. Minimum lot area;
      xiii. Minimum lot frontage;
      xiv. Minimum lot width;
      xv. Minimum front setback;
      xvi. Minimum side setback;
      xvii. Minimum rear setback;
      xviii. Maximum height of structures (principal and accessory);
      xix. Maximum lot coverage;
      xx. Minimum floor area;
      xxi. Site access;
      xxii. Site screening and buffering;
      xxiii. Location of dumpsters; and
      xxiv. Location of open spaces.
   b. **Should the PUD ordinance not address specific development standards and subsections as set forth within Section 7 and Section 9 of this chapter, then those standards shall apply.**

Feedback from Applicant after P&Z Meeting – Section (6.05)(7)(e)

e) Revisions. Following Planning & Zoning Commission approval, the petitioner ~~shall~~ **may** submit revised copies of the PUD District Ordinance and the Concept Plan that address the comments and concerns of the Planning & Zoning Commission.

Revised Preliminary Plat Procedure for Consistency – Section 6.06

1) PURPOSE. The purpose of a **Preliminary Plat or** Detailed Development Plan is to divide land into lots, blocks and common area.

2) APPLICATION. An application for Preliminary Plat shall be filed with the Secretary of the Planning & Zoning Commission by the owner, or his/her designee, of property for which the Planned Unit Development is proposed. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered and the application shall be in accordance with the established procedures of the Community Development department and shall contain, at a minimum, the following information:

   a) Name, address, and phone number of applicant;

   b) Name, address, and phone number of registered surveyor or registered engineer assisting in the preparation of the Preliminary Plat;

   c) A survey of the tract that is to be developed;

   d) Description of existing use;

   e) Identification of the existing zoning district;

   f) A vicinity map at a scale approved by the **Technical Advisory Committee** ~~Planning & Zoning Commission~~, showing existing property lines, streets, existing and proposed zoning, and such other items as the **Technical Advisory Committee** ~~Planning & Zoning Commission~~ may require to show the relationship of the Planned Unit Development to the Comprehensive Plan and to existing developments, schools and other community facilities and services;

   g) A Preliminary Plat **or Development Plan** at a scale approved by the **Technical Advisory Committee** ~~Planning & Zoning Commission~~ showing topography at two (2) foot intervals; the approximate location and type of residential, commercial and industrial land uses; layout, dimensions, and names of existing and proposed streets, rights-of-way, utility easements, parks and open spaces; layout and dimensions of lots and building setback lines, areas of proposed buffering; preliminary improvement drawings showing: points of ingress/egress, water, sewer, drainage, electricity, telephone, and such other characteristics as the Planning & Zoning Commission deems necessary;

   h) Proposed schedule for the development of the site, identifying phasing where applicable;

   i) Evidence that the applicant has sufficient control over the land in question to initiate the proposed development plan within five (5) years; including a statement of all the ownership and beneficial interests in the tract of land and the proposed development;

   j) In the case of a residential planned unit development, the proposed density to which the Development shall be limited; and

   k) In the case of office, commercial, industrial, or mixed-use planned unit development, a statement identifying the principal type of office, business, industrial, and/or other uses that are to be included in the proposed development.

3) TECHNICAL ADVISORY COMMITTEE. Once the Department has determined that it has received a submittal that is sufficiently complete for Technical Advisory Committee (TAC) review, the Department shall inform the petitioner of the time, date, and place of the meeting. Following TAC review, the applicant shall submit revised copies of the plans that address the comments and concerns of the TAC. ~~The Department shall inform the petitioner of the time, date, and place of the Planning & Zoning Commission meeting. The public hearing procedures shall be as established in the Villa Rica Planning & Zoning Commission Rules of Procedure.~~

~~4) NOTICE~~

   ~~a) Notice of Public Hearing. The notice of public hearing shall occur as established in *O.C.G.A. § 36-36-36 et seq.* As a minimum, the secretary shall, at least ten (10) days prior to the date set for the public hearing at the applicant's expense, publish a notice one (1) time in the City's Legal Organ. The notice shall set forth the time and place of the public hearing and a general description of the Planned Unit Development.~~

…Continued

~~5) PUBLIC HEARING/PLANNING & ZONING COMMISSION~~ TECHNICAL ADVISORY COMMITTEE REVIEW AND APPROVAL

a) After receipt of the Preliminary Plat **or Development Plan**, the ~~Planning & Zoning Commission~~ **Technical Advisory Committee** shall hold a public hearing within a reasonable period of time.

b) The ~~Planning & Zoning Commission~~ **Technical Advisory Committee** shall review the ~~preliminary~~ plan to determine if the Proposed Planned Unit Development is:

i) Consistent with the intent and purpose of this Ordinance;

ii) Whether the proposed development advances the general welfare of the community and neighborhood; and

iii) Whether the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify the deviation from standard district regulations.

c) The ~~Planning & Zoning Commission's~~ **Technical Advisory Committee** approval in principle of the primary development shall be necessary before an applicant may submit a Final Plat.

d) Approval in principle shall not be construed to endorse the following:

i) A precise location of uses;

ii) Configuration of parcels;

iii) Engineering feasibility.

6) EXPIRATION. The Preliminary Plat**/Development Plan** approval shall expire in five (5) years unless final approval of all or part of the development is complete.

Final Plat Revisions (minor) – Section 6.07

REVIEW

a) Review . The Technical Advisory Committee shall review Final Plats at a regular meeting. This shall not be a public hearing.

b) ~~TAC Review Criteria.~~ City Council Review Criteria. Before taking action, ~~TAC~~ City Council shall find that the facts submitted with the application and presented at the public hearing establish that:

   i) The proposed development can be initiated within two (2) years of the date of approval;

   ii) Each individual unit of the development, as well as the total development, can exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained, the uses proposed will not be detrimental to present and potential surrounding uses, but will have a trespass

   iii) Beneficial effect which could not be achieved under standard district regulations;

   iv) The streets as proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload the street network outside the Planned Unit Development;

   v) Any proposed commercial development can be justified at the locations proposed;

   vi) Any exception from standard district requirements is warranted by the design and other amenities incorporated in the Final Plat, in accordance with the Planned Unit Development;

   vii) The area surrounding the development can be planned and zoned in coordination and substantial compatibility with the proposed development;

   viii) The Planned Unit Development is in general conformance with the Comprehensive Plan of the City;

   ix) The existing and proposed utility services are adequate for the commercial uses provided; and

   x) The proposed open spaces are adequate and appropriate as identified in this Chapter.

c) Action .

   i) The ~~Technical Advisory Committee~~ City Council shall take action to:

      (1) approve as presented;
      (2) approve with supplementary conditions; or
      (3) disapprove at a public hearing.

   ii) Following ~~Technical Advisory Committee~~ City Council review, the applicant shall submit revised copies of the plans that address the comments and concerns of the **City Council** ~~Technical Advisory Committee~~. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered.

Removal of Alternative Plat Submittal Language – Section 6.08

~~**Sec. 6.08 – ALTERNATIVE SUBMISSION FOR FINAL PLAT**~~

~~1)~~ ~~APPLICATION. The applicant need not file a Preliminary Plat if filing a Final Plat for the entire site, incorporating all requirements of both the Preliminary and Final Plats as described in this Section. The Final Plat shall be filed with the Secretary of the Planning & Zoning Commission by at least one (1) owner, or his/her designee, of the property for which the Planned Unit Development is proposed. Each application shall be signed by the owner, attesting to the truth and exactness of all information supplied on the application for Final Plat, and submitted to the Planning & Zoning Commission for public hearing. At a minimum, the application shall contain the following information:~~

- ~~a) A survey of the tract that is to be developed showing existing features of the property including streets, alleys, easements, utility lines, existing land use, general topography and physical features;~~
- ~~b) A development plan showing the location and arrangement of all existing and proposed structures, the proposed traffic circulation pattern within the development, the areas to be developed for parking, the points of ingress and egress including streets where required the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites and recreational facilities, screening, and areas to be left in their natural state;~~
- ~~c) A statement of the proposed total gross floor area, and the percentage of the development which is to be occupied by structures;~~
- ~~d) Floor plans of the proposed structures; Landscaping plans;~~
- ~~e) When a Planned Unit Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Unit Development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Unit Development as the stages or units completed or under development bear to the entire Planned Unit Development;~~
- ~~f) Evidence that the applicant has sufficient control over the tract to affect the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed Development;~~
- ~~g) In the case of a residential planned unit development, the proposed density to which the Development shall be limited;~~
- ~~h) In the case of Office, Commercial, or Industrial, a statement identifying the principal type of office, business and/or industrial uses that are to be included in the proposed Development;~~
- ~~i) When a Planned Unit Development includes provisions for common open space or recreational facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed Chapters of incorporation and bylaws of such entity shall be submitted; and~~
- ~~j) Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Development District.~~

New Language to address Concept Plan and Plat amendments – New Section 6.08

Sec. 6.08– ANENDMENTS TO THE CONCEPT PLAN AND FINAL PLAT

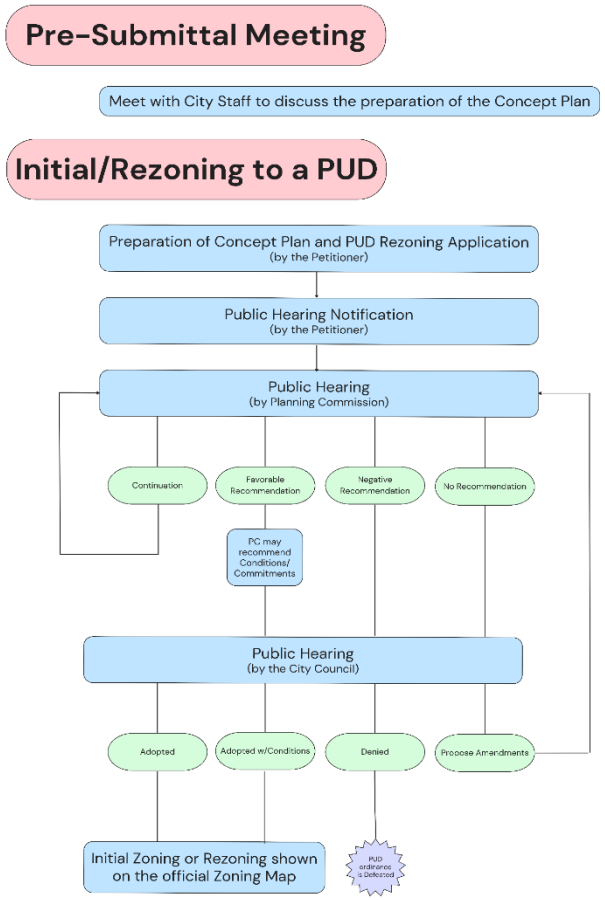
1) No changes shall be made in the approved Concept Plan or plats unless in conformance with the following requirements. The term "minor changes" as used in this section is considered to represent changes that do not alter the overall characteristics of the total plan and that create no adverse impacts on adjacent uses or public services and facilities. Some examples of what can be considered as minor changes are:
    a) Minor Change. The Community Development Director may authorize minor changes under the following conditions:
        i) Changes in location and type of landscaping and/or screening so long as the approved character and intent is maintained;
        ii) Changes in the orientation of portions of parking areas so long as the effectiveness of the overall site circulation and parking is maintained; parking areas shall be relocated not closer than twenty (20) feet to any residential structure or ten (10) feet to any street or right-of-way lines; and the number of parking spaces shall not be reduced by the relocation;
        iii) Changes in the location of sidewalks and pathways, provided that continuity of pedestrian circulation remains;
        iv) The reorientation, but not complete relocation of structures;
        v) Changes that will not impact properties or uses outside of and adjacent to the PD; or
        vi) Redesign of open space that does not decrease the recreational, buffering, or environmental benefits of the open space.
    b) Prohibitions. No minor change authorized by this section may cause any of the following:
        i) Change in the permitted uses or of development character;
        ii) increased overall coverage of structures;
        iii) increased density or intensity of use;
        iv) increased demand for traffic circulation and public utilities;
        v) decrease in public or private open space;
        vi) decrease in pavement and sidewalk widths; or
        vii) increased numbers of dwellings.

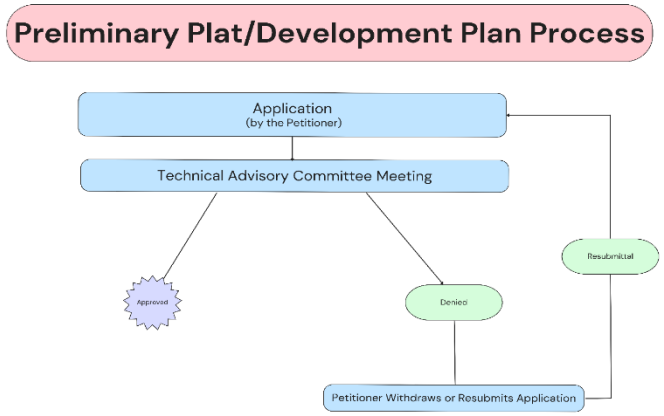
2) Major Change. All other changes to the approved Concept Plan or plats shall be deemed "major" and shall be approved only by the Council after review of a revised Final Development Plan and/or Map. No amendments may be made in the approved Final Development Plan unless the applicant establishes that such amendments are required as a result of:
    a) changes in conditions that occurred after Final Development Plan approval;
    b) changes in the development policy of the community; or
    c) conditions that were reasonably unforeseen at the time of Final Development Plan approval.

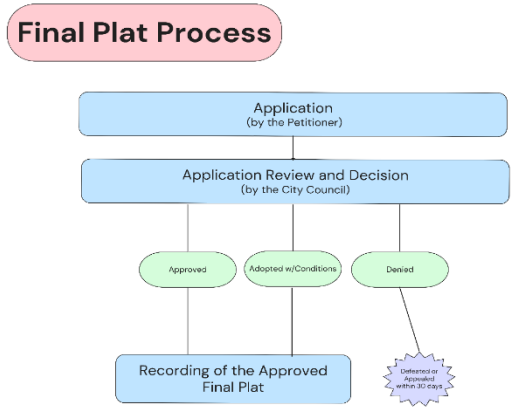
3) Recording of Changes and Amendments. Any changes that are approved for the Final Development Plan and/or Final Plat shall be recorded as amendments to the previously recorded Plan and/or Map.

New Language is ported from the UDC

New Flow Charts (Figure 6.1 and 6.2)







Chapter 7: Summary

- Inserted new language for changes of use (ported from 1.04)
- Revised Stacking Spaces for Drive-Throughs to be consistent throughout the ordinance.
- Removed References to Parking Lots in “Special Areas”.
- Introduced expanded parking requirements for Warehousing, Distribution or Flex Tenant spaces.
- Classified Redevelopment sites as undeveloped or underdeveloped (Section 7.07)
- Added additional amenity options for Single-Family Developments (Section 7.16)
- Moved portions of 9.02, 9.03 and 9.04 into three new subsections of Chapter 7 to address layout and site planning for residential, commercial and industrial uses (no new language). (Section 7.17, 7.18 and 7.19)

New Change of Use Language Added (7.01)

- Inserted new language for changes of use (ported from 1.04)

a) All changes of use proposed within existing structures on developed parcels shall be exempt from all development regulations within this ordinance except parking requirements.
b) All changes of use proposed within new structures or structures expanded beyond 35% of the existing structure's square footage on developed parcels shall be subject to all applicable regulations within this ordinance as set forth herein.
c) All changes of use proposed within existing buildings, new buildings, or buildings expanded beyond thirty-five percent (35%) of the existing structure's square footage, and located on underdeveloped or undeveloped lots shall be subject to all applicable regulations within this ordinance as set forth herein.

Stacking Spaces For Drive-Through Businesses – Section 7.02(15)

- Revised section on stacking spaces to refer to the existing Table 8.2 within the ordinance that already addresses stacking spaces.

1) STACKING SPACES FOR DRIVE-THROUGH BUSINESSES
   a) For the purposes of this Ordinance, one stacking space shall be construed as a minimum of nine (9) feet in width and nineteen (19) feet in length.
   b) Businesses utilizing drive-through windows or those that offer drive-through facilities shall **meet the requirements set forth within Table 8.2: Stacking Space Schedule and all applicable regulations within Section 8.09 of the ordinance.** ~~provide a minimum of:~~
      ~~i) seven (7) stacking spaces per vehicular service window for restaurants and coffee houses;~~
      ~~ii) five (5) four (4) stacking spaces per vehicular service window or automated teller machine for banks and other financial institutions;~~
      ~~iii) seven (7) stacking spaces per service bay for car washing establishments;~~
      ~~iv) three (3) two (2) stacking spaces per fuel pump or air compressor for gas stations;~~
      ~~v) five (5) stacking spaces per vehicular service window for all other uses.~~

Removed References to Parking Lots in “Special Areas”. – Section 7.02(21)

- No Special Areas in the city.

~~1) PARKING LOTS IN SPECIAL AREAS. Refer to *Chapter V: Infill Development Standards* for additional parking standards.~~

Introduced New Parking Standards for Warehousing, Distribution and Flex Space – Table 7.4

OLD:

Table 7.4: Minimum Parking Space Requirements	
Type of Use	**Minimum Required Parking**
Retail Businesses	
Business, Retail	one space for each three hundred (300) square feet of net floor area; minimum six (6) spaces
Supermarket / Convenience Store	up to 5,000 square feet: one (1) space for every two hundred fifty (250) square feet of net floor area greater than 50,000 square feet: one (1) space for every three hundred (300) square feet of net floor area
Hardware Store / Appliance Sales	one (1) space for every four hundred (400) square feet of net floor area
Apparel / Shoe Store	one (1) space for every three hundred (300) square feet of net floor area
Furniture Store	one and one half (1.5) spaces for ever one thousand (1000) square feet of net floor area
Business, Wholesale	one (1) space for each five hundred (500) square feet of net floor area
Shopping Center / Big Box	
≤ 100,000 square feet gross leasable	one (1) space per three hundred (300) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
between 100,001-500,000 sq ft gross leasable area	one (1) space per three hundred fifty (350) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
> 500,000 sq ft gross leasable area	one (1) space four hundred (400) square feet
Industrial	
Manufacturing	one (1) space per employee on largest shift, plus one (1) visitor space per ten (10) employees
Research and Testing	
Salvage Yard	
Solid Waste Transfer Station	
Warehousing, Distribution, or Flex Tenant	

NEW:

Table 7.4: Minimum Parking Space Requirements	
Type of Use	**Minimum Required Parking**
Retail Businesses	
Business, Retail	one space for each three hundred (300) square feet of net floor area; minimum six (6) spaces
Supermarket / Convenience Store	up to 5,000 square feet: one (1) space for every two hundred fifty (250) square feet of net floor area greater than 50,000 square feet: one (1) space for every three hundred (300) square feet of net floor area
Hardware Store / Appliance Sales	one (1) space for every four hundred (400) square feet of net floor area
Apparel / Shoe Store	one (1) space for every three hundred (300) square feet of net floor area
Furniture Store	one and one half (1.5) spaces for ever one thousand (1000) square feet of net floor area
Business, Wholesale	one (1) space for each five hundred (500) square feet of net floor area
Shopping Center / Big Box	
≤ 100,000 square feet gross leasable	one (1) space per three hundred (300) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
between 100,001-500,000 sq ft gross leasable area	one (1) space per three hundred fifty (350) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
> 500,000 sq ft gross leasable area	one (1) space four hundred (400) square feet
Industrial	
Manufacturing	one (1) space per employee on largest shift, plus one (1) visitor space per ten (10) employees
Research and Testing	
Salvage Yard	
Solid Waste Transfer Station	
Logistics and Distribution Facilities (High Cube)	Vehicle Parking: one (1) space for every one thousand (1,000) square feet of Gross Floor Area (GFA) for the first twenty-thousand (20,000) square feet; one (1) space per two thousand (2,000) square feet for the second twenty-thousand (20,000) square feet; one (1) space per five thousand (5,000) square feet for that portion over forty-thousand (40,000) square feet. No additional spaces if office area is less than ten (10%) percent of the total building square footage. Office space rate if office area is over ten (10%) percent of the total building square footage. Truck and Trailer Parking: one (1) oversized truck space for every five thousand (5,000) square feet of GFA* *Truck docks shall not be included in this calculation.
Warehousing Facilities	one (1) space for every eleven-thousand (11,000) square feet of Gross Floor Area (GFA) for the initial forty-thousand (40,00) square feet; one (1) space per forty-one thousand (41,000) square feet of additional GFA greater than four-hundred-and-one-thousand (401,000) square feet; four (4) spaces per eleven-thousand (11,000) square feet of GFA of office space. Where multiple tenants and or uses occupy the same building, the parking shall be calculated based upon the floor area used by each tenant or use.

Classified Redevelopment Sites – Section 7.07(1)

- Redevelopment sites are obviously not “developed” sites yet. Added Language.

1) For redeveloped sites the Department of Planning and Development strongly recommends the developer, authorized registered professionals, design professionals and staff schedule a pre-submittal meeting with the department to discuss the potential of the site and any issues that may be present on the site. **For the purposes of this chapter, a redeveloped site shall be considered any site that is not considered “developed” as defined within this ordinance.**

Single-Family Amenities –Section 7.16

- Added “Pet Parks” and “Exercise Rooms or areas” as permissible amenity options to align with multifamily developments where possible.

2) Allowable Recreational Amenities:
   a) Swimming pool sized to comply with NRPA standards.
   b) Golf course.
   c) Resident clubhouse.
   d) Two tot lots with a minimum size of five-hundred (500) square feet per lot.
   e) Basketball, volleyball, or other sport court.
   f) Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
   g) Pet park, minimum of two-thousand (2,000) square feet.
   h) Exercise Room or area to measure no less than four-hundred (400) square feet.
   i) Other amenity approved by the City Council.

Introduction of *Section 7.17: Single-Family Detached Layout and Site Planning*

- Moved and Separated Layout and Site Planning from Architectural Standards (9.02) to a new 7.17 for Single-Family Detached Zoning Districts

Sec. 7.17 – SINGLE-FAMILY DETACHED LAYOUT AND SITE PLANNING

1) APPLICABILITY. These standards shall apply to new single-family and two-family dwellings in major and minor subdivisions. Existing residential structures that expand or are altered by more than fifty (50) percent of the existing square footage shall also comply.
2) LAYOUT AND SITE PLANNING.
   a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
   b) Attempts shall be made to preserve existing vegetation and natural features.
   c) Building Orientation. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, loading doors, or similar service entrances opening toward or oriented to a public or private street.
   d) Distances between buildings shall be measured by a line perpendicular to the plane of the surface windows or exterior walls. The following distances shall apply to all multifamily developments:
      i) The window-to-window distance between buildings or facing exterior walls shall not be less than twenty (20) feet for walls without windows.
      ii) This distance shall be increased to thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose.
      iii) This distance shall be increased to forty (40) feet for an exposure where a room is a bedroom, living room, kitchen or other common area.
      iv) The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.
      v) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than five (5) feet. The orientation of the buildings should be varied in order to lessen the massing. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.
   e) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.

Introduction of *Section 7.18: Multifamily and Single-Family Attached Layout and Site Planning*

- Moved and Separated Layout and Site Planning from Architectural Standards (9.03) to a new 7.18 for Single-Family Detached Zoning Districts

Sec. 7.18 – MULTI-FAMILY AND SINGLE-FAMILY ATTACHED LAYOUT AND SITE PLANNING

1) APPLICABILITY. All new multi-family developments (apartments, townhomes) of three (3) units or more are subject to the following standards.
2) LAYOUT AND SITE PLANNING.
   a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
   b) Attempts shall be made to preserve existing vegetation and natural features.
   c) Building Orientation. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, loading doors, or similar service entrances opening toward or oriented to a public or private street.
   d) Distances between buildings shall be measured by a line perpendicular to the plane of the surface windows or exterior walls. The following distances shall apply to all multifamily developments:
      i) The window-to-window distance between buildings or facing exterior walls shall not be less than twenty (20) feet for walls without windows.
      ii) This distance shall be increased to thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose.
      iii) This distance shall be increased to forty (40) feet for an exposure where a room is a bedroom, living room, kitchen or other common area.
      iv) The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.
      v) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than five (5) feet. The orientation of the buildings should be varied in order to lessen the massing. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.
   e) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.

Introduction of *Section 7.19: Commercial and Industrial Layout and Site Planning*

Sec. 7.19 – COMMERCIAL AND INDUSTRIAL LAYOUT AND SITE PLANNING

1) APPLICABILITY. All commercial and industrial developments, with the exception of warehouse, distribution, logistics and agricultural uses in agricultural zoning districts, shall meet or exceed the requirements of this section, in addition to all other applicable development standards established by this Ordinance.
2) SITE LAYOUT
   a) Site planning which encourages compatibility between the site and the buildings and between all buildings on the site is encouraged. Where natural or existing topographic patterns contribute to a development, they shall be preserved and integrated. Modification to topography shall be permitted where it contributes to the overall development.
   b) The orientation of buildings shall promote interaction with the street or city road and provide a pedestrian friendly environment. All primary and outparcel site buildings shall be arranged so that they complement existing development. The buildings shall frame a corner or enclose a "main street" type corridor. Buildings on islands surrounded by parking should be avoided.
   c) Newly installed infrastructure and service revisions necessitated by exterior alterations shall be underground. To the extent possible, all existing overhead utilities shall be relocated underground.
3) ACCESS. Major and minor arterials and major collector streets must have reasonable restrictions as to the numbers and location of access points. To provide safe and sufficient traffic movement to and from adjacent lands:
   a) Frontage roads, access roads, and other internal drives shall be constructed to create a hierarchy of roads for safe on-site circulation. These internal drives shall provide pedestrian access and landscaping.
   b) Shared access shall be coordinated with contiguous lots. Access at the side or rear of buildings is encouraged.
   c) New access points onto the major and minor arterials shall be coordinated with existing access points whenever possible and approved by the City Engineer.
   d) Cross-access easements shall be required between adjacent compatible developments.
      i) All curb cuts shall meet horizontal and vertical sight distance requirements as set forth in Section 304.4 of the City of Villa Rica Development Regulations. The distance from the centerline of the driveway entrance to the centerline of the nearest street intersection shall not be less than 150 linear feet.
      ii) ii) Opposing curb cuts shall align squarely or be offset no less than one-hundred twenty-five (125) feet.
      iii) iii) Stub Streets shall be built in all cases where adjacent lots have reasonable potential for development.
   e) Entry Drive. The commercial entry drive should be appropriate to the size of the development, incorporate signage, lighting, landscaping and set the tone for the development.
   f) No buildings or paved areas (other than access drives) may be located closer than fifty (50) feet to any area used or zoned for residential purposes.
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 facade and the primary street. The balance balance of the parking shall be to the rear or side of the primary building. Refer to *Section 7.02 – Off-Street Parking and Loading* for parking standards.
5) CART CORRALS. Cart corrals for developments over fifty-thousand (50,000) square feet shall be curbed, and may be landscaped and covered.
6) PEDESTRIAN FACILITIES.
   a) A connection shall be established from abutting streets with sidewalks to the entrance of primary structures through the use of sidewalks and special demarcation.
   b) Pedestrian areas in parking lots or across interior drives shall be demarcated with special paving, color or height change, or striping for increased safety.
   c) Sidewalks shall be a minimum of six (6) feet wide and shall connect the commercial areas to adjacent residential, office and recreational uses.
   d) Sidewalks in Industrial Districts shall be required on at least one (1) side of each street.
   e) Sidewalks adjacent to customer entries shall be a minimum of eight (8) feet wide.

- Moved and Separated Layout and Site Planning from Architectural Standards (9.04) to a new 7.19 for Commercial and Industrial Zoning Districts

Section 8.27 *Liquor Stores, Package Stores, and Liquor Outlets*

- Removal of the requirement for frontage along a state highway or major arterial road.

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);

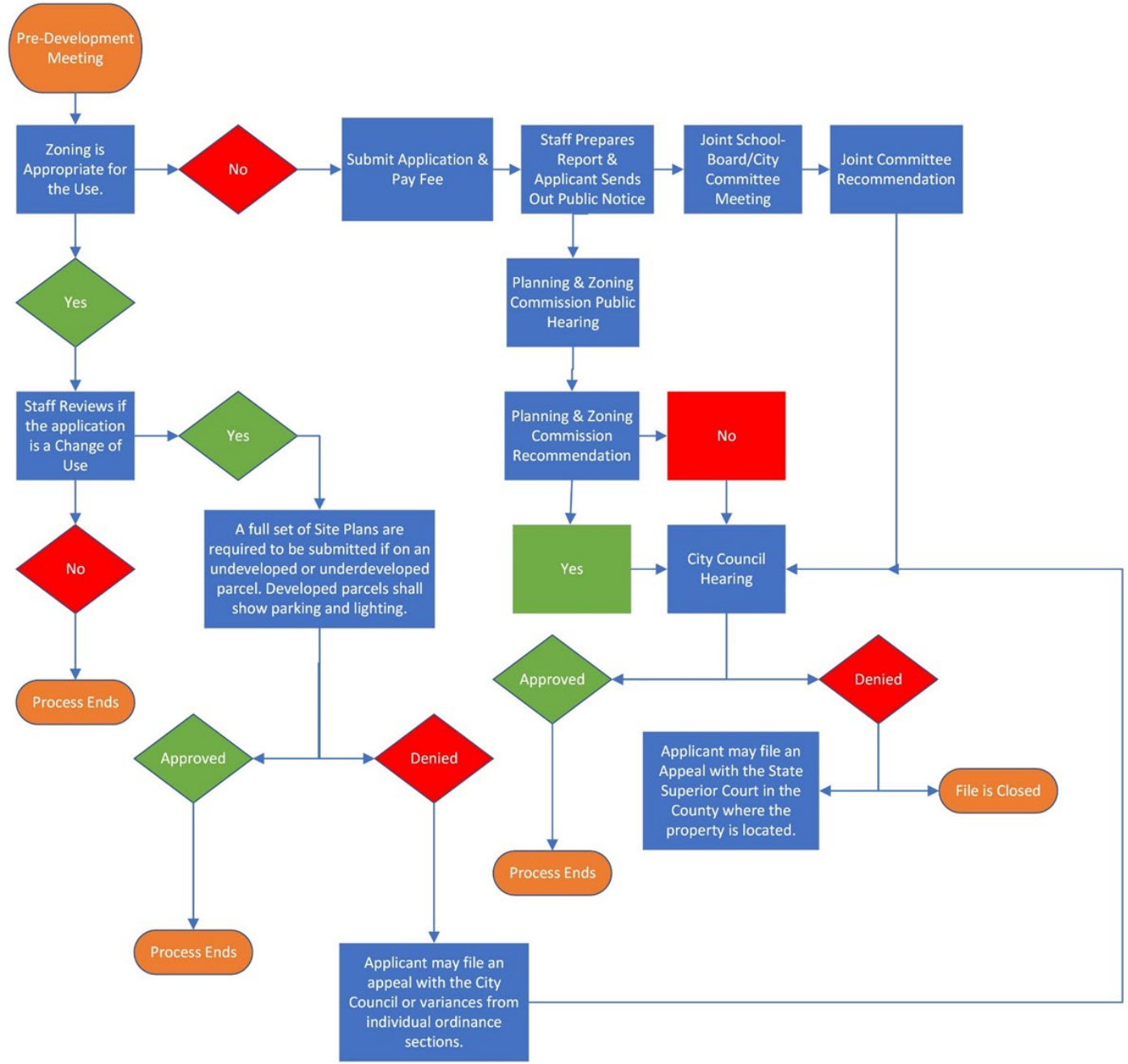
      v) shall have no windows or doors on the sides or rear of the building.

      vi) Shall not have living quarters or residential space on the premises.

New Language on Joint Committee - Section 11.05

- Added language on the role and the requirements of review for the Joint Committee.
- Added a new Zoning Process Flow Chart (Figure 11.2).

Figure 11.2: Zoning Process Flow Chart



Addition of Associated Definitions – Section 13.01

- **DEVELOPED PARCEL - A fully developed parcel or lot is a parcel of land with an existing development or use that is of a size that is within the range of density or intensity permitted within the underlying zoning classification, is generally similar in size to other developed parcels or lots within the immediate vicinity, and does not qualify within the definition of an undeveloped or underdeveloped parcel or lot. Any lot or parcel with an existing residential development or use that is below 8,500 square feet shall be classified as fully developed.**
- **UNDERDEVELOPED PARCEL - An underdeveloped parcel or lot is a parcel that contains a residential unit, commercial use or industrial use that does not take advantage of the full density or intensity permitted in the underlying zoning classification. For the purposes of this definition an underdeveloped parcel or lot shall refer only to a lot which is in a configuration which will allow the parcel or lot to be re-divided or utilized for additional development or use in conformance with the requirements of Table 4.4 of this ordinance and/or parcels with structures that are vacant for more than twelve (12) consecutive months. Lots used solely for shared parking arrangements shall be considered underdeveloped lots.**
- **UNDEVELOPED PARCEL - An undeveloped parcel or lot is one that does not contain structures and has the capacity to be developed for uses in compliance with the underlying zoning classification.**
- **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.**

- Insertion of new definitions to accompany the applicable changes.

CITY OF VILLA RICA

City Council Packet

SUBJECT: Zoning Ordinance Revision

CITY COUNCIL AGENDA DATE: November 14th, 2023

DATE: October 3rd, 2023

PREPARED BY: Ronald Johnson; Planning and Zoning Administrator

FISCAL IMPACT: $0.00
ANNUAL –
CAPITAL –
OTHER –

PUBLIC HEARING: NO

PURPOSE: To update the city's zoning ordinance (Chapters 1, 2, 3, 6, 7, & 13). Staff gave a presentation to the Council at the October 3rd meeting.

BACKGROUND: Staff periodically reviews and updates sections of the zoning ordinance as required in an effort to adapt the current ordinance to the best operating procedures and development standards as they arise. Staff has embarked on an update of the ordinance that will feature at least one section revision per month in order to review and revise all thirteen sections of the zoning ordinance within the 2023 calendar year.

This update covers a substantial variety of topics, including changes of use, revision of PUD language, applicability of the ordinance, revisions to hearing procedures, development regulations and adds several definitions.

PLANNING COMMISSION RECOMMENDATION: APPROVAL (3-1) w/Conditions

Conditions:

1. To alter the P&Z Commissioner terms so two positions are not already ended.
2. To remove training as a requirement for the P&Z.
3. To remove all language referring to the Technical Advisory Committee from the zoning ordinance.
4. To add language [unspecified] that provides the P&Z Commission with more powers than state or Council sanctioned.

STAFF RECOMMENDATION: APPROVAL

Reasons: Staff believes the ordinance, as proposed, keeps in line with various state laws that have since changed since 2020, and we have updated portions of the zoning ordinance to fix

various deficiencies in language, function and design of the aforementioned chapters. Staff and Legal disagree with the Planning Commission's conditions on the grounds that council has already decided the position terms of the P&Z commissioners and their assigned powers (which was further reinforced during 2022 ordinance change revisions) and we have updated the ordinance to reflect those changes, as required.

We also disagree that the Technical Advisory Committee responsibilities should be given to the Planning Commission as that is not best practice, will dramatically increase wait times for plats and other matters, and would not align with the changes to plat review that the Council undertook in 2022. The P&Z also requested to have additional powers to approve/deny plats, variances, special exceptions and other items that are strictly for administrative staff or council to approve, which would not be in-line with state requirements and best practices. Legal has attempted to advise the P&Z of such conflicts, to which they are unsatisfied and wish to approve and deny development outright, in lieu of their advisory role. Because of these concerns and general misunderstandings of the P&Z role, staff also believes strongly that the commissioners' would benefit greatly from increased training to ensure that they fully understand their role, function and task.

IMPACT: N/A

MOTION: I move to approve the staff proposed updates to the zoning ordinance, as presented.

- **DEVELOPED PARCEL - A fully developed parcel or lot is a parcel of land with an existing development or use that is of a size that is within the range of density or intensity permitted within the underlying zoning classification, is generally similar in size to other developed parcels or lots within the immediate vicinity, and does not qualify within the definition of an undeveloped or underdeveloped parcel or lot. Any lot or parcel with an existing residential development or use that is below 8,500 square feet shall be classified as fully developed.**

- **UNDERDEVELOPED PARCEL - An underdeveloped parcel or lot is a parcel that contains a residential unit, commercial use or industrial use that does not take advantage of the full density or intensity permitted in the underlying zoning classification. For the purposes of this definition an underdeveloped parcel or lot shall refer only to a lot which is in a configuration which will allow the parcel or lot to be re-divided or utilized for additional development or use in conformance with the requirements of Table 4.4 of this ordinance and/or parcels with structures that are vacant for more than twelve (12) consecutive months. Lots used solely for shared parking arrangements shall be considered underdeveloped lots.**

- **UNDEVELOPED PARCEL - An undeveloped parcel or lot is one that does not contain structures and has the capacity to be developed for uses in compliance with the underlying zoning classification.**

- **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.**

CHAPTER I – IN GENERAL

Sec. 1.01 - TITLE

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

Sec. 1.02 - PURPOSE

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

Sec. 1.03 - TERRITORY UNDER THE ZONING ORDINANCE

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

Sec. 1.04 - APPLICABILITY AND COMPLIANCE

1) All buildings erected hereafter, all uses of land or buildings established hereafter, all structural alterations, changes in site or site flow, and relocation of existing buildings occurring hereafter, and all enlargements of or additions to existing legally conforming uses exceeding thirty-five percent (35%) of the existing site or structure occurring hereafter as determined by the Community Development Director ("Director") shall be subject to all the regulations of this Zoning Ordinance as they apply to the zoning districts in which such buildings or uses of land shall be located.
   a) <u>All changes of use proposed within existing structures on developed parcels shall be exempt from all supplementary regulations within this ordinance except parking requirements.</u>
   b) <u>All changes of use proposed within new structures or structures expanded beyond 35% of the existing structure's square footage on developed parcels shall be subject to all applicable regulations within this ordinance as set forth herein.</u>
   c) <u>All changes of use proposed within existing buildings, new buildings, or buildings expanded beyond thirty-five percent (35%) of the existing structure's square footage, and located on underdeveloped or undeveloped lots shall be subject to all applicable regulations within this ordinance as set forth herein.</u>
2) This Ordinance shall not be construed as abating any action now pending under, or by virtue of, the prior existing zoning ordinance; or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue; or as affecting the liability of any person, firm, or corporation; or as waiving any right of the City of Villa Rica under any section or provision existing at the time of the effective date of this Ordinance; or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the City, except as shall be expressly provided for in this Ordinance.

3) See also *Chapter III: Nonconformities*.

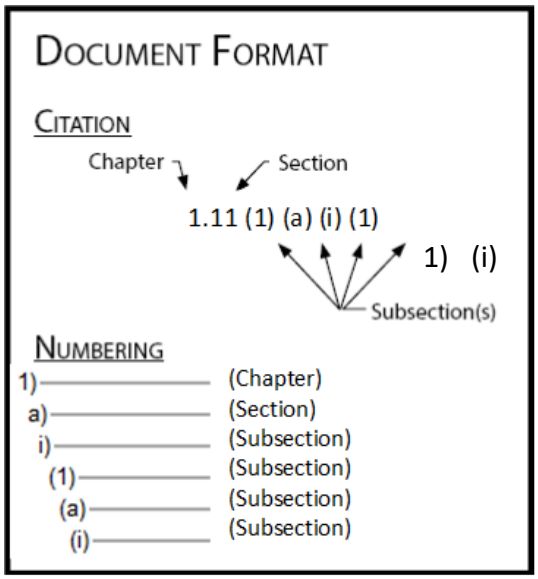
4) Municipal, county, and state owned properties shall be exempt from all use and use district regulations set forth within this ordinance. This section shall not be construed to exempt such uses and structures from following development or supplemental regulations found herein. Utility providers are subject to all regulations found within this ordinance unless otherwise indicated.

Sec. 1.05 - TRANSITION RULES

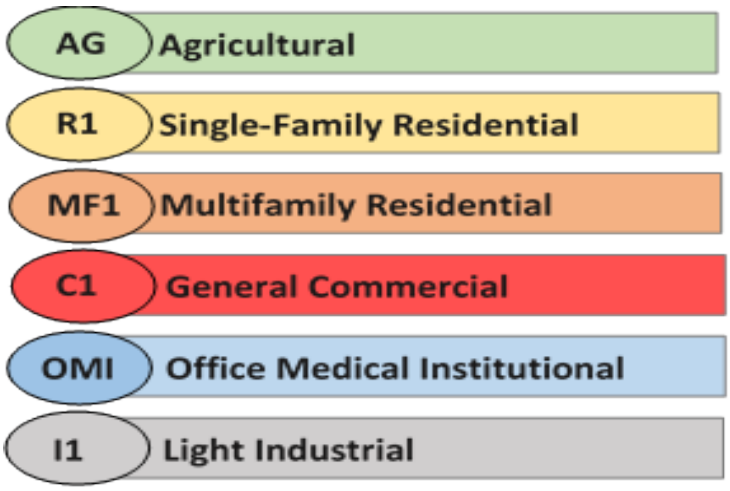
1) Any application that has been filed with the Planning & Zoning Commission or its designees and is full and complete, prior to the effective date of this Zoning Ordinance, shall be regulated by the terms and conditions of the Zoning Ordinance that was in place at the time of filing. However, all administrative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

Sec. 1.06 - HOW TO USE THIS DOCUMENT

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



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



Sec. 1.07 – INTERPRETATIONS

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

Sec. 1.08 - INTERPRETATION OF TERMS OR WORDS

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

Sec. 1.09 - ZONING MAP

1) OFFICIAL ZONING MAP. The city is divided into zones or districts as shown on the Official Zoning Map as amended, which, together with all explanatory matter, is adopted by reference and declared to be a part of this Ordinance. See also *Section 11.05 – Zoning Map and Text Amendments*.
2) LOCATION AND MAINTENANCE OF THE OFFICIAL ZONING MAP.
   a) Regardless of the existence of copies of the official Zoning Map which, from time to time may be published, the Official Zoning Map shall be located in the office of the Community Development department. It shall be the final authority as to the current zoning status of land and water areas in the city. Current copies may be obtained from the Community Development department.

b) The official Zoning Map may be maintained in electronic form, and depicted in various formats and scales as appropriate to the need, under the direction of the Community Development Director.

c) No changes of any nature shall be made on the Official Zoning Map or shown except in conformity with the procedures set forth in this Ordinance. Any unauthorized change of any kind by a person or persons shall be considered a violation of this Ordinance and punishable as provided under *Chapter XII – Violations and Enforcement.*

3) REPLACEMENT OF THE OFFICIAL ZONING MAP. In the event that the official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and additions or loss of electronic information, the Villa Rica City Council may, by Resolution, adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment.

4) RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES. Where uncertainty exists with respect to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:

a) Boundaries indicated as approximately following the center lines of thoroughfares or highways, street lines or highway right-of-way lines, or alleys shall be construed to follow the centerlines;

b) Boundaries indicated as approximately following platted lot lines shall be construed as following the lot line;

c) Boundaries indicated as approximately following city limits shall be construed as following the City Limits;

d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;

e) Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow the centerlines;

f) Boundaries indicated as approximately following floodplain lines shall be construed to follow the floodplain lines;

g) Boundaries indicated as parallel to or extensions of features indicated in the subsections above shall be so controlled. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map by the Community Development Director;

h) Where physical features existing on the ground are at variance with those shown as the Official Zoning Map, or in other circumstances not covered by the subsections above, the Community Development Director shall interpret the boundaries. The Villa Rica City Council shall hear appeals to the decision of the Community Development Director; and

i) When a zoning district boundary line divides a lot or parcel, the Director shall determine the applicable zoning district. The Director may require a rezone or replat of the site if any portion of a construction or development proposal overlaps two (2) or more zoning districts. The petitioner shall be responsible for filing the appropriate forms and for paying the appropriate filing fees to rezone or replat the lot or parcel. If a portion of a lot or parcel is in an overlay district, the entire lot or parcel shall be deemed as being within the overlay district.

Sec. 1.10 - CONFLICT OF LAW

1) Whenever the regulations of this Ordinance require a greater width or size of setbacks or other open space, a lower height limit, greater percentage of lot to be left unoccupied, a lower density of

development, a more restrictive use of land, or impose other higher standards than are required in any other lawfully adopted rules, regulations, ordinances, private deed restrictions or private covenants, these regulations shall govern.

Sec. 1.11 - SEVERABILITY CLAUSE

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

Sec. 1.12 - REPEAL OF CONFLICTING ORDINANCE

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

Sec. 1.13 - EFFECTIVE DATE

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

CHAPTER II - ADMINISTRATION

Sec. 2.01 – ENFORCEMENT

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

Sec. 2.02 – 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 Agreements 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 five (5) 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, 2023, then every two years thereafter.**
- **Position 3 – 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 4 – Appointed by City Council of Villa Rica beginning on the date of appointment and continuing until December 31, 2023 and then every two years thereafter.**
- **Position 5 - 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.**
- **If the Joint Review Committee is expanded, then the County shall have one representative for every two added for the City and School District.**

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, County School Board or County 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) Whenever possible, the Joint Review Committee shall conduct its review of applicants no earlier than five (5) days after the public hearings conducted or the application by the Villa Rica Planning and Zoning Commission.

v) 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.

vi) 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;
         (2) Recommend changes and amendments to the Zoning Map and the Code text;
         (3) Conduct hearings and make recommendations on comprehensive plan amendments; and
         (4) Make recommendations upon all other items referred to it by the City Council.
      ii) Public Hearing Procedures
         (1) Rules of Procedure. The Planning & Zoning Commission may adopt rules of procedure consistent with the provisions of this Code.
2) NOTICE OF MEETINGS.
   a) Publication of the notice of public hearing and notification of affected property owners shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
   b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
   c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).

d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).

3) CONDUCT OF MEETINGS.
   a) All meetings of the Planning & Zoning Commission shall be open to the public.
   b) The Planning & Zoning Commission shall have a regularly scheduled meeting at least once a month, and more often if necessary, for the transaction of business.
4) MINUTES.
   a) The Planning & Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.
   b) The minutes shall be filed in the office of the Community Development Director.
5) CONFLICT OF INTEREST.
   a) A member of the Commission shall inform the Commission before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Commission. The Commission Member shall not participate in any discussion or voting on any item for which the Commission Member or Commission Member's spouse, mother, father, children, siblings or in-laws has an interest.
6) QUORUM.
   a) The Planning & Zoning Commission shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Commission. The affirmative vote of the majority of the members present shall be required before the Commission shall approve a recommendation, action or development request.
7) INVALIDITY OF A VOTE.
   a) If a Commission member votes on a recommendation in which the Commission member has a conflict of interest, the member's vote shall be voided.
8) MEMBERSHIP.
   ~~a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in, own property within, or operate and manage businesses within the city limits of Villa Rica, Georgia. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be denominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been approved by the City Council.~~ The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in the city limits of Villa Rica, Georgia. The members shall be appointed as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be nominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning

& Zoning Commission position. All members shall continue to serve until their successor has been sworn in.

i) The current terms for the wards within the City are as follows:
   (1) Ward 1 – ~~01/01/2020 – 12/31/2022~~ **01/01/2020-12/31/2022**
   (2) Ward 2 – ~~12/01/2019 – 12/31/2021~~ **01/01/02022-12/31/2022**
   (3) Ward 3 – ~~01/01/2021 – 12/31/2023~~ **01/01/2021-12/31/2023**
   (4) Ward 4 – ~~01/01/2021 – 12/31/2023~~ **01/01/2021-12/31/2023**
   (5) Ward 5 – ~~01/01/2021 – 12/31/2022~~ **01/01/2023-12/31/2023**

b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.

c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.

9) AUTHORITY.

a) The Planning & Zoning Commission ("Commission") is hereby authorized to perform those duties and functions specified in Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and other applicable sections of Georgia law and such other responsibilities as may be assigned to it from time to time by the Villa Rica City Council. For the purposes of this Zoning Ordinance, the duties of the Planning & Zoning Commission include:

i) Rules of Procedure. The Commission shall adopt written rules of procedure for the administration of the affairs of the Commission and its staff for filing, noticing and hearings. Refer to the Villa Rica Planning & Zoning Commission Rules of Procedures, as amended;

ii) Record Keeping. Maintain a complete record of all proceedings;

iii) Meeting Time and Records. Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Commission;

iv) Certification. Adopt a seal and certify all official acts;

v) Recommendations. Make recommendations to the participating legislative bodies concerning the adoption and amendment of the Comprehensive Plan, the Zoning Ordinance (including the Zoning Map), the Villa Rica Development Regulations, and Planned Unit Development district ordinances;

~~vi) Decisions. Approve or deny plats, re-plats, and amendments to plats consistent with the Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.);~~

vii) Surety. Assume responsibility for the custody and preservation of all Commission documents and papers;

viii) Publications. Prepare, publish, and distribute reports, ordinances, and other material relating to the activities authorized by the Georgia Code;

ix) Modification. The Planning & Zoning Commission may initiate modifications to the standards of this Zoning Ordinance.
   (1) Modifications recommended by the Planning & Zoning Commission shall be subject to the approval of the City Council as a text amendment to the Zoning Ordinance.

x) Other Duties. All additional duties as established by Georgia Code.

Sec. 2.04 - COMMUNITY DEVELOPMENT DIRECTOR

1) ENFORCEMENT. The Director of the Community Development department (referred to as the "Director" for the purposes of this Ordinance), including his/her designee(s), will have the principal responsibility for the administration and enforcement of this Ordinance within the Planning & Zoning Commission's planning jurisdiction. The authority to perform inspections, review applications, and issue permits may be delegated to other officials by the Director. In the performance of these functions, the Director and his/her appointed officials shall be responsible to the Planning & Zoning Commission and the Villa Rica City Council. The duties delegated by the Planning & Zoning Commission to the Director, or his/her designee shall include, but not be limited to the following.
2) BASIC DUTIES
   a) Interpretation. Provide interpretation of the "City of Villa Rica Zoning Ordinance" when necessary and provide such technical and clerical assistance as the Planning & Zoning Commission and Villa Rica City Council may require.
   b) Maintenance. Provide and maintain a public information service relative to all matters of the Planning & Zoning Commission and arising out of the "City of Villa Rica Zoning Ordinance."
   c) Land Disturbance Permits. Reviewing, approving, or disapproving all Land Disturbance Permits and keeping permanent records of applications made and actions taken;
   d) Inspections. Conducting inspections of structures and properties to determine compliance with the requirements of this Ordinance and all approvals granted by the Planning & Zoning Commission, Villa Rica City Council, or other body (i.e. HPC) in the execution of its duties as established by this Ordinance and the Georgia Code;
   e) Record Keeping. Maintaining permanent and current records documenting the application of this Ordinance including, but not limited to, all maps, amendments, Special Exceptions, variances, and appeals;
   f) Planning & Zoning Commission Applications. Receiving, processing, docketing, and referring to the Planning & Zoning Commission all appropriate applications and other matters upon which it is authorized to act under this Ordinance and Georgia Code;
   g) Villa Rica City Council Applications. Receiving, processing, docketing, and referring to the Villa Rica City Council all appeals, variances, and Special Exceptions;
   h) ~~Administrative and Plat Committee~~. **Technical Advisory Committee (TAC).** Receiving, processing, docketing, and referring all appropriate applications;
   i) Clerical & Technical Assistance. Providing all such clerical and technical assistance as may be required by the Villa Rica City Council, Planning & Zoning Commission, Legislative Bodies, or other body in the execution of its duties as established by this Ordinance and Georgia Code.
   j) Provide Information. Provide information to the Planning & Zoning Commission and the Villa Rica City Council and maintain permanent and current records arising from the administration of the "City of Villa Rica Zoning Ordinance," including but not limited to, all maps, amendments, Improvement Land Disturbance Permits, Certificates of Occupancy, Certificates of Completion, Variances, Special Exceptions and appeals, and applications thereof, and records of hearings thereon.

k) Planning and Zoning Commission Recommendations. The Director, or his designee, shall report the actions and recommendations of the Planning and Zoning Commission to the City Council at the time those recommendations are made to the council.

l) Research and Analysis. Conduct research and collect and analyze, on a continuing basis, all pertinent data on the growth and development of the city in order to provide a foundation for a planning program.

m) Fee Schedule. The Director shall maintain a schedule of fees for all applications, permits, and other processes outlined in this Ordinance.

i) Fee Basis. All fees shall be intended to reimburse the City for the time and cost of processing the required materials. In no instance shall a fee be used as a means of discouraging or encouraging any particular types of applications.

ii) Public Access. The fee schedule shall be made available to the public by the Director.

iii) Establishment and Revisions. The fee schedule shall be prepared by the Director and adopted by the Villa Rica City Council as applicable.

iv) Payment Required. Until all applicable fees have been paid in full, no action shall be taken on any application or petition.

v) Fines for Failing to Obtain a Permit. The Director may require any person who initiates construction of a structure or the alteration of land prior to obtaining any required permit to pay up to three (3) times the amount of the normal permit fee listed on the fee schedule as a penalty. In addition to any other enforcement action, the Director may recover a reasonable attorney fee incurred in the enforcement of any provision of this Ordinance.

n) Schedule of Meeting and Filing Dates. The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.

i) Coordination of Calendars. The calendars of the ~~Administrative and Plat Committee~~ **Technical Review Committee**, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.

ii) Conformance with Georgia Code. All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.

iii) Approval of Dates. The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council ~~(the Planning & Zoning Commission shall be responsible for approving a coordinated calendar for the Administrative and Plat Committee or other advisory/review committees)~~. The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.

3) APPEALING A DECISION OF THE DIRECTOR. Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 11.11 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.

~~a) Exception. Recourse from the decision of the Director regarding administrative review of Development Plans shall be appealed to the Planning & Zoning Commission.~~

Sec. 2.05 - VILLA RICA CITY COUNCIL

1) VILLA RICA CITY COUNCIL ESTABLISHMENT AND PROCEDURES
   a) Refer to O.C.G.A. 45-12-200, et seq. and the City of Villa Rica City Council Rules of Procedure, as amended, for regulations and rules. The intent of this Section is not to establish the validity of the City Council, but to empower the City Council as the body of adjudication on appeals of the Zoning Ordinance, zoning processes, and/or decisions of the Community Development Director on matters of zoning appeal.
2) DUTIES OF THE VILLA RICA CITY COUNCIL
   a) For the purpose of this Ordinance the Council has the following specific responsibilities:
      i) Development Standards Variances.
         (1) The Villa Rica City Council shall approve or deny variances from ~~the development standards (such as height, bulk, or area)~~ **all individual standards found within** ~~of~~ the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). **Variances shall not be granted from standardized procedural or administrative policies found within the Zoning Ordinance.** A variance may be approved only upon a determination in writing that:
            (a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;
            (b) the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
            (c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.
         (2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.
      ii) Appeals. The Villa Rica City Council shall hear and determine all appeals from any decision or action in the administration or enforcement of the Zoning Ordinance. The Villa Rica City Council shall hear and determine all appeals from the refusal to issue permits. The Council may decide appeals by reversing or affirming, wholly or in part, or by modifying such decision, action or refusal.
      iii) Special Exceptions. To grant, approve or deny all Special Exception permits as specified in each zoning district and under the procedures per *Section 11.09 – Special Exception Procedure* and the Villa Rica City Council Rules of Procedure.
      iv) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per Chapter XI: Petitions, Permits, and Procedures and the Villa Rica City Council Rules of Procedure.
      v) Annexation. Georgia's Zoning Procedures Act (ZPA), O.C.G.A. 36-66, defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPA.
      vi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.

vii) Zoning Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia's Zoning Procedures Act. O.C.G.A. 36-66, and are subject to the final approval of the City Council.

viii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure, and on matters associated with Written Commitments or the satisfaction of Conditions of Zoning adopted by the City Council.

~~ix) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.~~

~~x) Annexation. The Zoning Procedures Law defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPL.~~

~~xi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per *Chapter XI: Petitions, Permits, and Procedures.*~~

~~xii) Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in *Chapter XI: Petitions, Permits*, and subject the requirements of *Georgia Zoning Procedures Act (O.C.G.A 36-66)*, and are subject to the final approval of the City Council.~~

~~xiii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure.~~

3) SUPPLEMENTARY CONDITIONS OF APPROVAL

a) In granting any appeal or variance, the Villa Rica City Council may prescribe appropriate conditions of approval in conformity with this Ordinance. Violation of the conditions, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.

Sec. 2.06 – PROCEDURES FOR CALLING AND CONDUCTING PUBLIC HEARINGS

1) *Applicability.* Public hearings held by the City Council as required by this ordinance with regard to rezoning requests (amendments to the official zoning map), applications for conditional uses, applications for variances, and appeals of any administrative decision shall be called and conducted in accordance with the procedures of this section. The City Clerk shall print and make available for distribution to the general public the procedures for the conduct of public hearings as well as the standards to be applied by the Council in making zoning decisions.

2) *Presiding officer.* The presiding officer shall preside over the public hearing. In the case of the City Council, the Mayor shall preside, or in the absence of the Mayor the Mayor Pro Tempore shall preside,

or in the absence of both the Mayor and Mayor Pro Tempore another member of the City Council shall be designated to preside, over the public hearing.

3) ***Opening of public hearing.*** **The presiding officer shall indicate that a public hearing has been called on one or more applications made pursuant to this ordinance shall summarize the processes required by this article (or call on the Zoning Administrator to summarize), and shall open the public hearing. Thereupon, the presiding officer shall call the first case and the City Council shall consider each application on an individual basis in succession as printed on the published agenda or as otherwise approved by the City Council; provided, however, that the presiding officer may at his discretion call and consider more than one application simultaneously when more than one application involves the same piece of property, and/or when proceedings would be efficiently completed by combining separately required public hearings and discussing more than one scheduled matter as a single group of applications.**

4) ***Report of Zoning Administrator.*** **Upon opening the public hearing, the presiding officer may recognize the Zoning Administrator, who may provide a summary of the application and present any recommendations or results of investigations. Any member of the City Council upon recognition by the presiding officer may ask questions of the Zoning Administrator or designee or other city or planning commission representative providing a report or recommendations. The Zoning Administrator may be represented at the public hearing by written report in lieu of oral testimony.**

5) ***Identification of speakers.*** **Prior to speaking, each speaker (including applicant, agent of applicant, and all others) must identify himself and state his current address for the record. The presiding officer may require a speaker to complete an information card supplying such information, prior to testifying.**

6) ***Applicant and those in favor of the application.*** **When an individual application comes up for hearing, the presiding officer may ask for a show of hands of those persons who wish to appear in support of the application. If it appears that the number of persons wishing to appear in support of the application is in excess of those who may reasonably be heard, the presiding officer may request that a spokesperson for the group be chosen to make presentations. Following the report of the Zoning Administrator or designee, or planning commission spokesperson, if any, the presiding officer shall recognize the applicant or his agent, spokesperson, or each of them, who shall present and explain the application, followed by any other persons wishing to speak in favor of the application. It shall be the duty of the applicant to carry the burden of proof that approval of the proposed application will promote the public health, safety, or general welfare. There shall be a minimum time period of ten minutes per application at the public hearing for the applicant and/or agent and anyone in favor of the application to present data, evidence, and opinions. The City Council shall not be obligated to provide the full ten-minute period to the proponents if they elect not to use that much time, nor shall there be an obligation to provide a minimum of ten minutes per application in the event that more than one application involving the same property is heard simultaneously. An applicant or agent may reserve any remaining unused time from the allotted time period for rebuttal. Upon the completion of testimony or remarks by the applicant and/or applicant's agent and those speaking in favor of the application, any member of the City Council upon recognition by the presiding officer may ask**

questions of the applicant or agent of the applicant, or both, or any person speaking in favor of the application.

7) ***Questions and opposing public comments on the application.*** **At the conclusion of the applicant's presentation and any testimony by others in favor of the application, the presiding officer shall call for public comments from those who wish to ask questions, make comments or oppose the application. The presiding officer may ask for a show of hands of those persons who wish to ask questions, make comments, and/or speak in opposition to the application. If it appears that the number of persons wishing to ask questions, make comments, and/or speak in opposition to the application is in excess of those who may reasonably be heard, the presiding officer may request that a spokesperson for the group be chosen to make presentations, ask questions, or speak in opposition. There shall be a minimum time period of ten minutes per application at the public hearing for the opponents to present data, evidence, and opinions and ask questions. The City Council shall not be obligated to provide the full ten minutes per application to the opponents if they elect not to use that much time, nor shall there be an obligation to provide a minimum of ten minutes per application in the event that more than one application involving the same property is heard simultaneously. Upon the completion of testimony or remarks by those asking questions and/or speaking in opposition to the application, any member of the City Council upon recognition by the presiding officer may ask questions of those speakers.**

8) ***Response to questions.*** **Upon the completion of testimony or remarks by those asking questions and/or speaking in opposition to the application, the presiding officer may ask the Zoning Administrator, if present, to answer questions posed by speakers; answer such questions himself; recognize a member of the City Council to make remarks or answer questions in response to such questions; or defer questions to the applicant to be answered during rebuttal.**

9) ***Content of remarks.*** **Each speaker shall speak only to the merits of the proposed application under consideration and shall address his remarks only to the City Council and not directly to the audience. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed application under consideration. The presiding officer may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this procedure.**

10) ***Applicant's rebuttal.*** **Upon the conclusion of public testimony, if the ten minutes allotted to the applicant and those speaking in favor of the application has not been exhausted, the applicant or his agent, or both, shall be allowed the remaining time from the total ten minutes allotted to answer questions, rebut the testimony of speakers, and/or provide final comments and remarks. The time devoted to any such rebuttal shall be counted toward the total ten minutes allotted to the applicant if such a time limit is set by the presiding officer. Any member of the City Council upon recognition by the presiding officer may then ask questions of the applicant, his agent, or both.**

11) ***Equal time.*** **In no event shall this section be interpreted to, and in no case shall the presiding officer allow or permit, an unequal amount of time to proponents and opponents with respect to testimony regarding an individual application.**

12) ***Close of hearing.*** **After the foregoing procedures have been completed, the presiding officer will close the public hearing and indicate that the public hearing is closed. Upon the closing of the public hearing, the applicant or his agent and any member of the public shall no longer be permitted to address the City Council in any way, including hand waving or motions for attention; provided, however, that at any time considered appropriate the presiding officer may reopen the public hearing for a limited time and purpose.**

13) ***Decision.*** **After the public hearing is closed, the City Council may either vote upon the application or may delay its vote to a subsequent meeting, subject to the limitations of this article, provided that notice of the time, date and location when such application will be further considered shall be announced at the meeting during which the public hearing is held. After hearing evidence, in making a decision, the City Council will apply the evidence to the criteria specified in this article for the application in question and other considerations and recommendations as may be considered appropriate. If the City Council determines from the evidence presented by the applicant has shown that the proposed application promotes the health, safety, and general welfare under applicable criteria, then the application shall be granted, subject to those reasonable conditions as may be imposed by the City Council on its own initiative or as recommended by the Zoning Administrator. Otherwise, such application shall be denied.**

14) ***Judicial review.*** **Decisions by the City Council with regard to variances are final; provided, however, any person or persons, jointly or severally, aggrieved by any decision of the City Council with regard to a decision on a variance application under the terms of this section may take an appeal to or seek judicial review by the County Superior Court. Any person, persons or entities jointly or severally may appeal in accord with O.C.G.A. § 36-66-5.1(1). The City Clerk, on behalf of the Mayor and Council, shall have the authority to approve or issue any form or certificate necessary to perfect the petition for review of any lower judicatory bodies and shall have the authority to accept service of such petition on behalf of the lower judicatory board or agency. Any such certificate, form or service shall be delivered to Villa Rica City Hall during normal business hours.**

CHAPTER III - NONCONFORMITIES

Sec. 3.01- INTENT

1) This Ordinance allows legally established nonconforming uses based on the fact that within the districts established by this Ordinance or amendments that may later be adopted there exist lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Ordinance was passed and amended, but which would be prohibited, regulated, or restricted under the terms of this Ordinance or future amendments; and
2) It is the intent of this Ordinance to permit legally established nonconforming uses, buildings, sites, and structures to continue until they are removed, abandoned, or fully conform with this Ordinance, but not to encourage their survival in nonconforming status. It is further the intent of this Ordinance that legal nonconforming uses shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district without approval from the Villa Rica City Council in accordance with *Section 2.04 – Villa Rica City Council,* in this Article.

Sec. 3.02 - NONCONFORMING STATUS

1) The determination of status of Illegal Nonconforming and Legal Nonconforming ("Grandfathered") uses, buildings, structures, or lots shall be based on the definition for each type of nonconforming use as they appear in *Chapter XIII: Definitions*.
   a) Illegal Nonconforming. An illegal nonconforming use, structure, or lot shall be subject to actions and penalties allowed by this Ordinance and shall be altered to conform with all applicable standards and regulations of this Ordinance and all other applicable City ordinances.
   b) Legal Nonconforming ("Grandfathered"). Legal nonconforming differs from illegal nonconforming in that the reason for the nonconformance is caused by the enactment of a Zoning Ordinance or a change to a Zoning Ordinance (including the official Zoning Map). Legally established nonconforming use of structures and/or land may continue operation or use in conformance with this Chapter.

Sec. 3.03 - INCOMPATIBILITY OF A NONCONFORMING USE

1) Legally established nonconforming uses are declared by this Ordinance to be incompatible with permitted uses in the districts in which the use is located. A legally established nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land in combination shall not be extended, expanded or enlarged after passage of this Ordinance.

Sec. 3.04 AVOIDANCE OF UNDUE HARDSHIP

1) Nothing in this Ordinance shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Ordinance and upon which actual building construction has been carried on diligently.

Sec. 3.05 - NONCONFORMING LOT OF RECORD

1) Any legally established lot, as defined by this Ordinance, having less than the required minimum lot area or minimum lot width and frontage required by the applicable zoning district regulations of this Ordinance, may be deemed to be an exception to such minimum lot area or minimum lot width and frontage. This provision may apply even though such lots fail to meet the requirements for area, width, frontage, or any combination required by the applicable zoning district regulations of this Ordinance.
2) All other development standards for the applicable zoning district must be met unless property is determined to be an infill development.

Sec. 3.06 - NONCONFORMING USE OF LAND

1) Where, at the time of adoption of this Ordinance, lawful uses of land exist which would not be permitted by the regulations imposed by this Ordinance, the uses may be continued so long as they remain otherwise lawful, provided:
   a) a nonconforming use shall not be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Ordinance;
   b) a nonconforming use shall not be moved in whole or in part to any portion of the lot other than that occupied by the uses at the effective date of adoption or amendment of this Ordinance;
   c) a nonconforming use may be extended throughout any parts of an existing structure which was plainly arranged or designed for such use at the effective date of this Ordinance or its subsequent amendments, but no such use shall be extended to occupy land outside of the structure;
   d) if a nonconforming use of land is discontinued or abandoned for more than one (1) year, the subsequent use of the land shall conform to the regulations specified by this Ordinance for the zoning district in which the land is located; and
   e) no additional building or structure not conforming to the requirements of this Ordinance shall be erected in connection with a nonconforming use of land.

Sec. 3.07 - NONCONFORMING BUILDING OR STRUCTURE

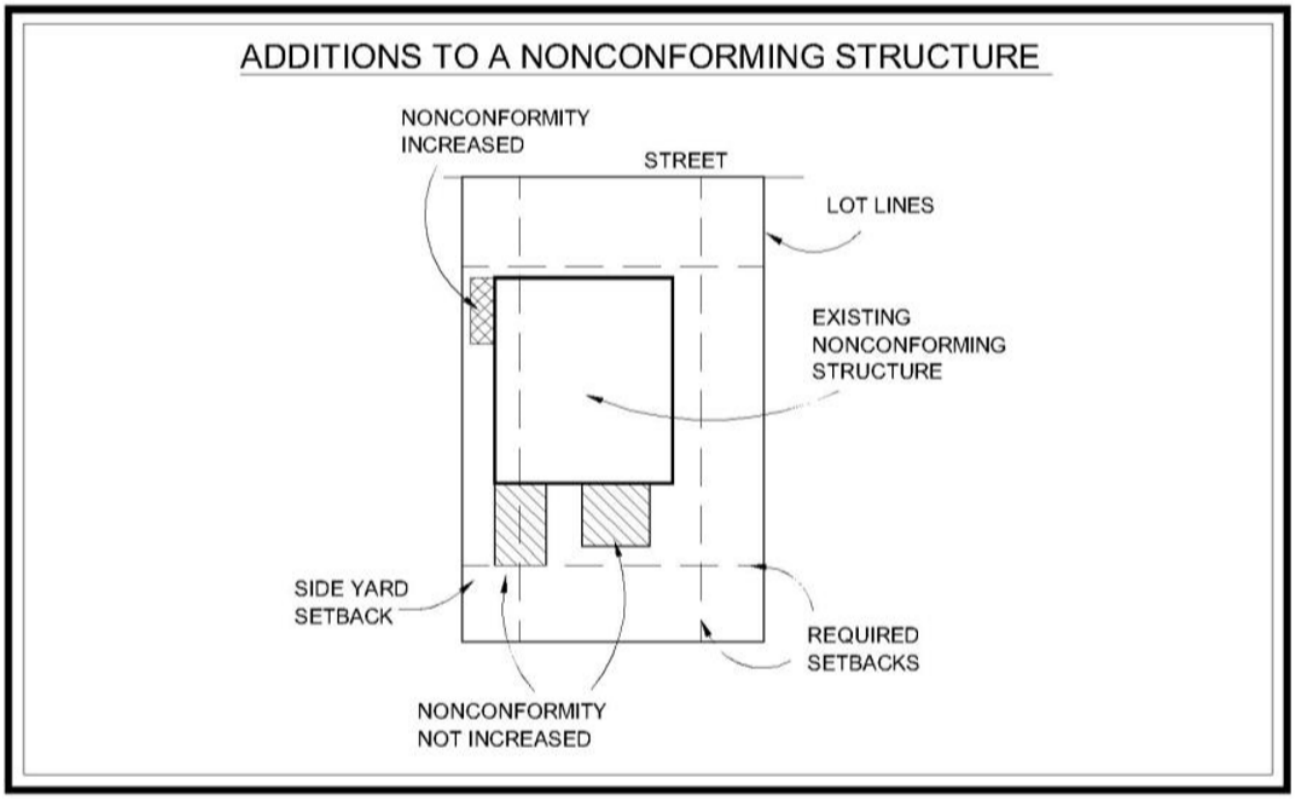
1) CONTINUANCE OF LEGAL NONCONFORMING USE/STRUCTURE. Where a lawful building or structure exists, at the effective date of adoption or amendment of this Ordinance, that could not be built under the terms of this Ordinance by reason of restrictions on area, lot coverage, height, yards, location on the lot, bulk, or other requirements concerning the building or structure, the building or structure may remain so long as it remains otherwise lawful, subject to the following provisions:
   a) A nonconforming building or structure may not be enlarged or altered in a way which increases its nonconformity, but any building or structure may be altered to decrease its nonconformity;
   b) Any nonconforming building or use which is damaged or destroyed, by fire, explosion, or Act of God, may be restored or replaced to the extent of its existence immediately prior to such damage or destruction, provided that required permits for such restoration or replacement are secured, work on restoration or replacement is initiated within a period of one year (12 months) from the date of the damage or destruction, and such restoration or replacement complies with any nuisance abatement requirements. In addition, with the exception of single-family detached dwellings, such restoration or replacement shall comply with current building, architectural, and zoning code structural and dimensional requirements; and

c) If a nonconforming building or structure is altered or moved for any reason for any distance or replaced, it shall thereafter conform to the regulations for the zoning district in which it is located and the discontinued legal nonconforming features shall not be resumed.

2) EXCEPTION. A legal nonconforming single-family or two-family residence and/or its accessory structures which are located in a non-residential zoning district, but within an area that has developed primarily as a residential neighborhood, may be expanded and the expansion shall be for the purpose of continuing the residential use of the property. The residential structure shall comply with the current setbacks required in the zoning district which most resembles the existing residential development in the area.

a) Any nonconforming structure or portion of a non-conforming structure may be altered to decrease its non–conformity, or in a way that neither increases nor decreases the non-conformity.

Figure 3.1: Additions to a Nonconforming Structure



Sec. 3.08 - REPAIR AND MAINTENANCE

1) On any legally established building or structure, or portion of a building or structure, or a building or structure containing a legally established nonconforming use, work may be done on ordinary repairs, or on repair or replacement of bearing and non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic area existing when it became nonconforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or structure or portion of any building or structure declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
2) If a legally established building or structure or portion of a building or structure or a building or structure containing a legally established nonconforming use becomes unsafe or unlawful by reason of physical condition and is razed, such building or structure shall not thereafter be rebuilt or used except in conformity with the regulations of the zoning district in which it is located.

Sec. 3.09 – RESTORATION OF A DESTROYED NONCONFORMING USE

1) A non-conforming building which has been damaged by accidental fire, explosion, or act of God to the extent of more than fifty percent (50%) of its reproduction value shall not be restored except in conformity with the regulations of the district in which it is located. When damaged by less than fifty percent (50%) of its reproduction value, a non-conforming building may be repaired or reconstructed and used as before the time of damage, provided that all portions of the structure being restored are not and were not on or over the property line, the non-conformity is not increased, and a Certificate of Occupancy is issued within one year of the date of the damage.

Sec. 3.10 - DETERMINATION OF A NONCONFORMING USE

1) In circumstances where there is question whether or not a legal nonconforming use exists, it shall be decided by the Community Development Director.

Sec. 3.11 – TRANSITIONAL USES IN MIXED-USE DISTRICTS

1) In the Commercial Mixed Use (CMU) zoning district, existing single-family residential structures may continue to function as legally nonconforming uses under *Chapter III - Nonconformities* of this ordinance, except where said structures have not been occupied or established as a vested right at the adoption of this ordinance.
   a) At no time shall an established single-family residential structure be subdivided so as to increase the number of residential units in said structure.
2) Structures originally constructed for single-family residential use, may be converted to a neighborhood commercial use in *Table 4.3: Permitted and Conditional Uses*, subject to commercial building codes and off-street parking requirements for specific development types.
3) Structures originally developed as single-family residential uses, and converted to a commercial use, may be restored to a single-family residential use so long as applicable residential building codes have been met.

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

CHAPTER V – INFILL DEVELOPMENT STANDARDS

Sec. 5.01 – INFILL DEVELOPMENT STANDARDS

1) INTENT

a) Infill development shall be considered to be new development, redevelopment, or expansion of existing legally conforming uses that occurs in an area where at least sixty-six percent (66%) of all lots on both sides of the same street block as the subject lot have been developed into residential or commercial uses, and where infrastructure is already in place. It is the general intent of this Section to:

i) Accommodate growth in Villa Rica by encouraging and facilitating new development on vacant, bypassed and underutilized land.

ii) Accommodate development in older established residential neighborhoods.

iii) Encourage efficient use of land and public services in the context of existing communities.

iv) Stimulate economic investment and development in older established communities.

v) Provide developers and property owners flexibility so that they can achieve high quality design and develop infill projects that strengthen existing communities.

vi) Create a high quality community environment that is enhanced by a balanced compact mix of development and building types that is pedestrian-scaled and, if applicable, transit-oriented.

vii) Improve approval certainty for infill development by providing clear development standards.

b) This section shall not apply to lots zoned Planned Unit Developments (PUDs).

c) Any relief granted under this section from bulk regulations or supplementary regulations, as permitted herein, shall be applied for via an Administrative Variance application and follow the procedures for such a request as set forth in *Section 11.08 – Administrative Adjustments*.

2) GENERAL REQUIREMENTS

a) A Development Plan, plat, or certified plot plan shall be required for infill/redevelopment where applicable.

b) The Development Plan / plat shall incorporate the following elements to enhance compatibility with the surrounding community:

i) Sidewalks that connect to the adjacent sidewalk system;

ii) Public streets that connect to the adjacent street pattern;

iii) Preservation of architecturally significant structures whenever feasible; and

iv) Setbacks, building envelopes, use and parking compatible with surrounding community.

c) All new buildings (except accessory structures) shall have the primary entrance oriented to the street or public walkway, with direct, accessible, and convenient pedestrian connections.

3) PERMITTED USES. Permitted uses shall be determined by the following subsections:

a) Residential Areas. Areas that are made up of predominantly residential uses but no longer permit residential uses may fall under the provisions of *Subsection 3.06(2).*

i) One accessory apartment dwelling unit per lot may be allowed in addition to the principal dwelling unit. Accessory apartment dwelling standards can be found in *Section 8.02 – Accessory Use and Structure Standards.*

ii) Home occupations and home-based businesses are allowed in accordance with *Section 8.11 – Home-Based Business*.

b) Commercial and Mixed-Use Areas. Areas that are made up of predominantly commercial or commercial/residential mixed uses may include uses other than what is permitted in the underlying zoning district by right, subject to consistency with uses that are identified as permitted or Special Exception within the Commercial Mixed Use (CMU) zoning district, or the Central Business District (CBD).

i) Commercial uses may be mixed vertically or horizontally with residential uses. First floor space shall be restricted to non-residential use in areas of predominantly commercial or mixed-use.

ii) Mixed-use should be planned for in the context of existing walkable amenities in the neighborhood or set the standard for future redevelopment.

4) LOT AND DEVELOPMENT STANDARDS. Density, design, materials, use and scale should reflect local style, heritage and materials unique to those existing in the surrounding area.

a) Lot Size. Lot areas shall be dependent on proposed densities, floor area ratios, setbacks, building heights and community compatibility.

i) Existing Small Lot Amnesty. A legal lot of record that existed prior to the date of record of this Ordinance, and is being used for infill or redevelopment may use the minimum lot standards that follow.

b) Building Height.

i) Buildings shall conform to:

(1) maximum heights allowed in the zoning district in accordance with *Table 4.4: Residential Lot Standards* or *Table 4.5: Non-Residential Lot Standards*; or

(2) a height that is equal to or the average of adjacent building heights.

ii) If the proposed building height(s) is greater than the allowed maximum, the proposed building or structure must meet the following criteria for community compatibility:

(1) Neighborhood scale

(2) Privacy

(3) Light and shadow

(4) Views

(5) Architectural compatibility

c) Setbacks. Minimum setbacks shall be:

i) as required in the zoning district; or

ii) the average of the established front and side setbacks on properties within the block or six-hundred (600) feet on both sides of the lot parallel to its side lot lines.

b) Bulk and Scale. Bulk and scale shall be similar to and consistent with the surrounding neighborhood as evaluated by the bulk of buildings adjacent, abutting and surrounding the proposed development. Larger buildings should be designed to adhere to the existing architectural pattern of the surrounding neighborhood.

d) Flexible Standards. Flexible development standards to reduce lot area, width, setbacks, height, and other standards may be permitted for infill and redevelopment at the discretion of the Director, subject to proof of good cause and benefit to the development and community, to encourage a variety of land uses, and to address difficult sites which incorporate infill and redevelopment or rehabilitation. Building height and coverage may vary so long as the project average height is consistent with the neighborhood scale and architectural rhythm and does not constitute a disruptive condition in the identity of the area as described here or in *Subsection 5.01(5).*

5) COMPATIBILITY STANDARDS. Infill and redevelopment should provide exemplary site design, architectural design and high quality materials that are compatible with, and does not negatively alter the character of, the existing neighborhood. The applicant should refer to *Chapter IX: Design Standards*.

a) All infill and redevelopment uses shall meet the intent of this chapter and shall be compatible with existing or proposed uses, as identified in the Comprehensive Plan, in the general vicinity of the proposed development. The following requirements shall apply:

i) Building Size, Height, Bulk, Mass, Scale. Similar in height and size or articulated and subdivided into massing that is more or less proportional to other structures in the area, and maintains the existing architectural rhythm.

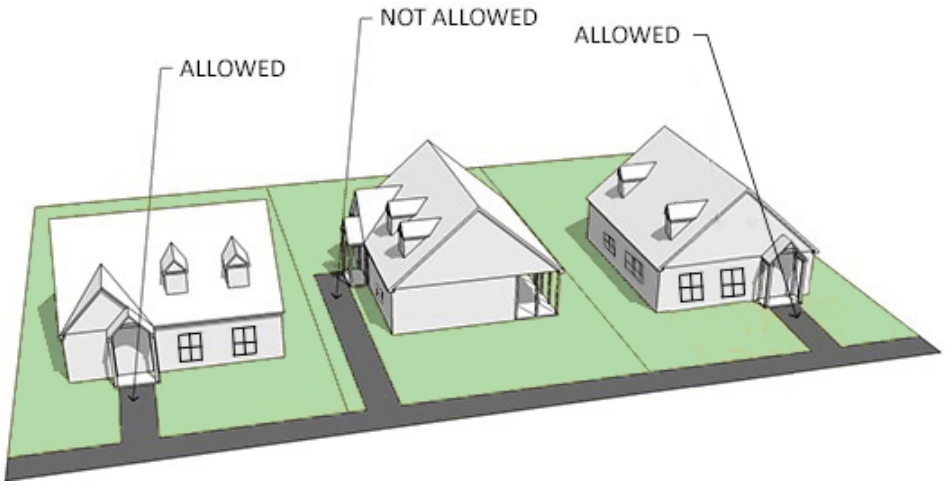
ii) Building Orientation. Primary facades and entries face the adjacent street with a connecting walkway that does not require pedestrians to walk through parking lots or across driveways.

iii) Privacy. Optimize privacy of residents and minimize infringement on the privacy of adjoining land uses by considering the placement of windows and door entrances. Create opportunities for interactions among neighbors in common pedestrian circulation areas of the project.

iv) Building Materials shall be similar to materials of the surrounding neighborhood or use other characteristics such as scale, form, architectural detailing, etc. to establish compatibility.

b) All planned uses, building types, and landscaping shall be included on the Development Plan or plat and shall demonstrate the relationship of the proposed development with existing off-site development in the context of the adjacent community. Compliance with these requirements shall in and of itself be deemed to create a presumption of compatibility.

Figure 5.1: Infill Scale and Orientation Example



6) OPEN SPACE AND LANDSCAPING. All open space, recreational amenities, and landscaped areas shall meet the requirements of *Section 7.05 – Landscaping Standards* and *Section 7.13 – Open Space Requirements* unless modified per this subsection, and shall be shown on the Development Plan / Plat.

   a) Open Space. Non-residential infill development shall provide common public open space, if planned. An open space credit may be granted if a project is connected to, and located within one-fourth (1/4) mile of, an improved public park or common area by a continuous public sidewalk.

   b) Landscaping. Natural vegetative features and existing trees shall be incorporated into the site design if practicable. Landscaping, buffering, and other plant material requirements may be reduced at the discretion of the Director and approval of the Planning & Zoning Commission. However, the intent of the landscaping to enhance and create a hierarchy of space shall remain. Buffering and screening of incompatible uses shall be maintained.

7) PUBLIC FACILITIES AND UTILITIES. Existing and planned public facilities should be shown on the Development Plan / Plat.

   a) All public streets, walkways and alleyways shall be shown on the Development Plan / plat. All through streets and walkways shall be public. The local street and walkway system shall be safe, efficient, convenient, attractive and shall accommodate use by all segments of the population.

      i) The street and walkway system shall provide multiple, direct and continuous intra- and inter-neighborhood connections between destinations.

      ii) The street network shall include sidewalks on both sides of the street.

8) PARKING. Flexibility for the number of parking spaces required by *Section 7.02 – Off-Street Parking and Loading* may be considered if the project is pedestrian-oriented and serviced within six-hundred (600) feet by public parking.

a) The parking plan may provide a combination of off-street and on-street spaces. On-street parking is encouraged.

b) Shared parking is encouraged and shall comply with *Subsection 7.02(20).*

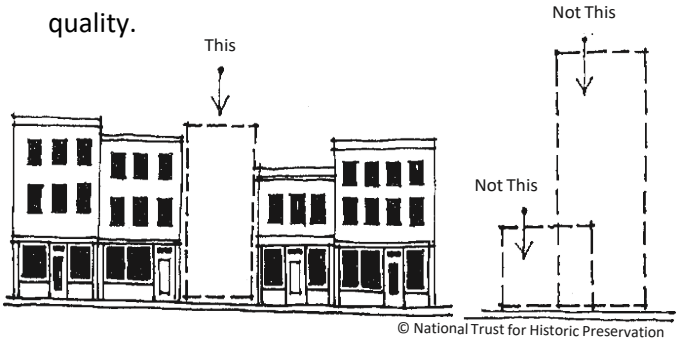
c) As is practicable, at-grade off-street parking areas should be located at the rear of dwellings in mixed-use or residential areas, with alley access.

d) Bicycle spaces shall be provided per *Subsection 7.2(23).*

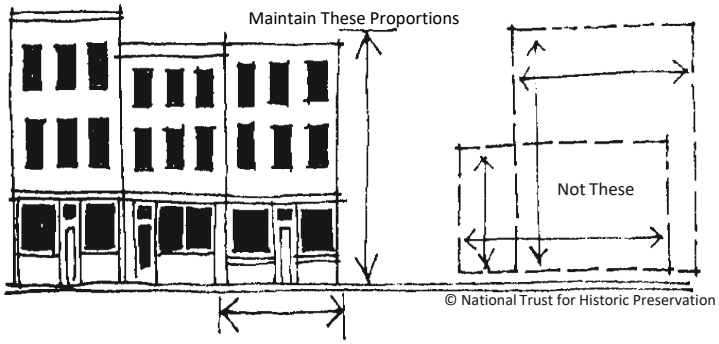
e) Infill development on properties zoned CBD shall be exempt from *Section 7.02 – Off-Street Parking and Loading Requirements.*

Sec. 5.02 – INFILL COMPATIBILITY EXAMPLES

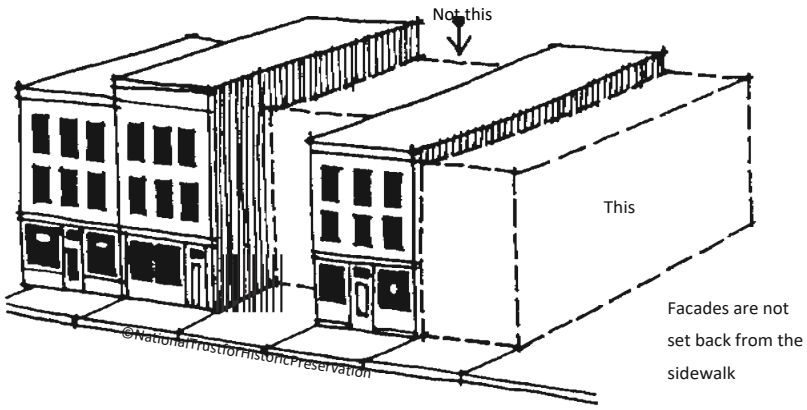
1) HEIGHT. Buildings in town centers or established neighborhoods share a similar height. Infill construction should respect this. A new facade that is too high or low can interrupt this consistent quality.



2) PROPORTION. The characteristic proportion (the relationship between height and width) of existing facades should be respected.



3) RELATIONSHIP TO STREET. The new facade's relationship to the street (setback) should be consistent with that of its neighboring buildings.



4) RESIDENTIAL NEIGHBORHOOD COMPATIBILITY. Infill development should be compatible with the established character of the existing neighborhood by utilizing a similar setback and building orientation

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CHAPTER VI: PLANNED UNIT DEVELOPMENT

Sec. 6.01 – PURPOSE

1) This chapter is intended to permit the creation of Planned Unit Development (PUD) Districts in accordance with Georgia Code. PUD districts are intended for a parcel of land planned as a single unit which allows for mixed uses and mixed densities under one zoning classification. This Ordinance allows any zoning district to be rezoned for the creation of a PUD district. PUD Districts create neighborhoods that can benefit from innovations in community development, provide greater efficiency in public utilities and services, and preserve open space. All Planned Unit Developments shall be served by centralized sewer and water.

Sec. 6.02 – PUD USES AND STANDARDS

1) USES. All land use classifications that are allowed in this Ordinance may be permitted within a PUD, unless otherwise omitted. All uses are subject to the discretion and approval of the City Council. Once uses are approved by the Council, they are granted by right. All land uses proposed in a Planned Unit Development must be compatible with the intent of the Comprehensive Plan and the characteristics of surrounding land uses and zoning districts.

2) STANDARDS. The development and design standards established in this Ordinance or applicable design guideline documents shall apply unless alternate development or design standards are proposed by the petitioner. The alternate development standards deemed appropriate by the Planning & Zoning Commission in order to accomplish the intent of the Planned Unit Development shall be specified in the PUD District Ordinance that is certified by the Planning & Zoning Commission and adopted by the City Council. Any lessening of the required development and design standards of this Ordinance or applicable design guideline documents shall be directly linked to the intent of the Planned Unit Development to:
   a) Provide a mixed-use development; or
   b) Provide a creative and unique design; or
   c) Address unusual physical conditions on site.

Sec. 6.03 – PROCEDURE SUMMARY

1) The section establishes procedures for the review, approval and development of a Planned Unit Development District. There are four basic steps in the PUD process which are illustrated in sequence in the flow charts on the following pages and which are described below:
   a) Pre-Submittal Conference. The applicant is encouraged to engage in informal consultations with the Villa Rica Community Development staff prior to preparing plans. The purpose of this meeting is to discuss expectations, schedule, concept and standards contained herein. It shall be understood that no statement or representations by a member of ~~either~~ Staff shall be binding upon either the Council or upon any zoning body.

   b) PUD District Ordinance and Concept Plan. The PUD District Ordinance and Concept Plan is the second step in the process for establishing a Planned Unit Development. During this step, the

petitioner's proposed development requirements for the Planned Unit Development are reviewed by the Planning & Zoning Commission and the City Council. The approved standards are codified in a PUD District Ordinance that has the effect of rezoning the subject property to a Planned Unit Development zoning district, and establishing the development requirements that will be applied in all subsequent reviews. A Concept Plan which accompanies the ordinance provides the Planning & Zoning Commission and City Council with a general vision for the development of the site.

c) **Plat Approval. The third step in the process is to submit either a Development Plan or a Preliminary Plat.**

i) **Development Plan.** ~~Preliminary Plat. The Detailed Development Plan is the third step in the process. In this step,~~ The applicant prepares an overall plan for the site which will be reviewed by staff, the Technical Advisory Committee ~~and approved by the Planning & Zoning Commission. For a Planned Unit Development that is going to be subdivided, this step also serves as the Preliminary Plat~~. **A Development Plan should be submitted only for those PUDs that are not proposed to be subdivided further or consists of a mix of commercial/industrial and residential uses.**

ii) **Preliminary Plat.** Submission of a Preliminary Plat, processed in the manner described in this Chapter, and the subsequent submission of a Final Plat for any portion of the approved Preliminary Plat the applicant wishes to develop. The Final Plat submitted according to this option shall be processed in the manner described in this Chapter. **A Preliminary and Final Plat should only be submitted for PUDs that are detached residential single-family as the primary use of all structures.**

d) Final Plat. The Final Plat is the final step in establishing a Planned Unit Development. During this step, the petitioner's specific plan for the entire site or a portion of the site is reviewed by the **City Council**. ~~members of the Technical Advisory Committee. For a Planned Unit Development that is going to be subdivided, this step also serves as the Final Plat.~~

~~i) Options.~~

~~(1) Submission of a Preliminary Plat, processed in the manner described in this Chapter, and the subsequent submission of a Final Plat for any portion of the approved Preliminary Plat the applicant wishes to develop. The Final Plat submitted according to this option shall be processed in the manner described in this Chapter.~~

~~(2) Submission of a Final Plat without a Preliminary Plat, processed in the manner described in this Chapter.~~

Sec. 6.04 – PRE-SUBMITTAL CONFERENCE

1) Prior to submitting a Planned Unit Development application, the petitioner shall meet with the Villa Rica Community Development staff to review the zoning classification of the site, review the regulatory ordinances and materials, review the procedures and examine the proposed use and development of the property. Department staff shall aid and advise the applicant in preparing the application and supportive documents as necessary.

Sec. 6.05 – PUD DISTRICT ORDINANCE AND CONCEPT PLAN

1) ORIGINATION OF PROPOSALS. Any applicant may propose a Planned Unit Development district in accordance with the procedures established in this chapter. The applicant shall submit an application and fee for a Planned Unit Development in accordance with this section, *Section 6.03 –Procedure Summary*, and the established procedure of the Community Development department. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered.

2) AREA REQUIREMENTS. The minimum land area required for a Planned Unit Development shall be five (5) acres. However, a development of less than five (5) acres may be considered by the Planning & Zoning Commission for infill projects.

3) PROJECT OWNERSHIP. The project may be owned, leased, or controlled either by a single person or corporation, or by a group of individuals, or homeowner's association. Such ownership may be a public or private corporation. However, if not under single ownership, the multiple owners must have a contractual agreement (1) not to develop the parcels separately, but in accordance with a single, unified plan, and (2) in which the separate owners have given their express intentions to enter into such private agreements and to assure its completion as planned and to the satisfaction of the Planning & Zoning Commission. The City Council may grant an extension of such time for such a period as it deems in the public interest.

4) DEVELOPMENT STANDARDS. In addition to the applicable provisions of this Ordinance, the PUD Ordinance must comply with the following requirements unless specifically waived by the Planning & Zoning Commission:

a) The Planned Unit Development must be substantially completed within the period of time specified in the schedule of development submitted by the developer.

b) The Planned Unit Development will address the public health, safety, and general welfare.

c) All uses are subject to the discretion and approval of the City Council.

d) The PUD Ordinance shall address the impact on traffic and public services and facilities, such as schools, fire and police protection. A Fiscal Impact Analysis shall be required for developments of one-hundred fifty (150) or more residential units. The Planning & Zoning Commission may also request a Fiscal Impact Analysis or a traffic study for projects under one-hundred fifty (150) units at their discretion. These studies shall address the impact of the proposed Planned Unit Development on all adjacent streets and intersections.

e) The PUD Ordinance shall contain such proposed covenants, easements and other provisions relating to the proposed development standards, as reasonably are required for public health, safety and general welfare.

f) Gross residential density shall be calculated by dividing the gross acreage of the total development area by the size of the recommended lots to determine total dwelling units per acre in the proposed project.

g) Open Space shall be required in accordance with *Section 7.13 –Open Space Requirements*.

5) PUD ORDINANCE REQUIREMENTS

a) The PUD Ordinance shall address all of the development standards contained within, and may defer to, the City of Villa Rica Zoning Ordinance. At a minimum, the following requirements should be addressed:

i) Location, size, orientation and shape of buildings;
ii) Building materials and appurtenances;
iii) Parking;
iv) Signage;
v) Exterior renovation or altering of existing structures;
vi) Demolition of existing structures;
vii) Landscaping;
viii) Environmental and natural resource protection;
ix) Erosion and sedimentation control;
x) Vehicular and pedestrian circulation;
xi) Outdoor lighting;
xii) Minimum lot area;
xiii) Minimum lot frontage;
xiv) Minimum lot width;
xv) Minimum front setback;
xvi) Minimum side setback;
xvii) Minimum rear setback;
xviii) Maximum height of structures (principal and accessory);
xix) Maximum lot coverage;
xx) Minimum floor area;
xxi) Site access;
xxii) Site screening and buffering;
xxiii) Location of dumpsters; and
xxiv) Location of open spaces.

b) Should the PUD ordinance not address specific development standards and subsections as set forth within Section 7 and Section 9 of this chapter, then those standards shall apply.

6) REVIEW

a) The Community Development department shall determine that the PUD District Ordinance and Concept Plan application are a complete submittal. The Department shall:

i) Docket Number. Assign the item a docket number;
ii) Planning & Zoning Commission. Place the item on an agenda of the Planning & Zoning Commission for public hearing; and
iii) Notification. Inform the petitioner of the time, date, and place of the hearing.
iv) Record. The Department shall maintain records of all applications, plans, and permits filed for a PUD District Ordinance and Concept Plan.

7) PLANNING & ZONING COMMISSION

a) Public Notice. The Community Development department shall be responsible for posting public notice pursuant to the Planning & Zoning Commission Rules of Procedure.

b) Public Hearing. A public hearing shall be held in accordance with the Planning & Zoning Commission Rules of Procedure and the Ordinance draft, concept plan and testimony of the applicant and other attendees shall be considered.

c) Decision. The Planning & Zoning Commission shall:

i) Certify and forward the petition to the City Council with:

(1) A favorable recommendation;

(2) A negative recommendation;

(3) No recommendation; or

(4) Continue the petition to a definite future meeting date.

d) Commitments. In conjunction with its recommendation to the City Council regarding a PUD District Ordinance and Concept Plan, the Planning & Zoning Commission may recommend that the City Council permit the petitioner to make written commitments and may recommend that the Council impose conditions of approval concerning the use or development of the parcel.

e) Revisions. Following Planning & Zoning Commission approval, the petitioner ~~shall~~ **may** submit revised copies of the PUD District Ordinance and the Concept Plan that address the comments and concerns of the Planning & Zoning Commission.

8) CITY COUNCIL

a) Decision. The City Council shall:

i) Adopt the PUD District Ordinance and Concept Plan;

ii) Adopt the PUD District Ordinance and Concept Plan with conditions and/or commitments;

iii) Return the PUD District Ordinance and Concept Plan to the Planning & Zoning Commission with proposed amendments; or

iv) Deny the PUD District Ordinance and Concept Plan.

b) Meaning of Approval. Approval of the PUD District Ordinance by the City Council shall act as a zoning map amendment and an overall guide for the Planned Unit Development, setting forth concepts that shall be consistent in the Preliminary Plat (preliminary plat) and Final Plat (final plat).

c) Commitments. The applicant shall prepare the commitment instrument in a form approved by the City Attorney. The petitioner and the Mayor and City Council shall sign the commitment instrument.

9) Recording. The petitioner shall record the commitment instrument in the County Recorder's office within thirty (30) days of the approval of the PUD District Ordinance and Concept Plan. The petitioner shall deliver a copy of the recorded commitment instrument to the Community Development department before filing a Preliminary Plat petition.

10) Modification or Termination. A commitment or conditions of approval made under this section may be modified or terminated only by a decision of the City Council at a public hearing.

11) Enforcement. The City may enforce any commitment or condition of approval as if the commitment were a standard of the Villa Rica Zoning Ordinance.

Sec. 6.06 – PRELIMINARY PLAT PROCEDURE

1) PURPOSE. The purpose of a **Preliminary Plat or** Detailed Development Plan is to divide land into lots, blocks and common area.

2) APPLICATION. An application for Preliminary Plat shall be filed with the ~~Secretary of the Planning & Zoning Commission~~ **Community Development Director** by the owner, or his/her designee, of property for which the Planned Unit Development is proposed. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered and the application shall be in accordance with the established procedures of the Community Development department and shall contain, at a minimum, the following information:

   a) Name, address, and phone number of applicant;

   b) Name, address, and phone number of registered surveyor or registered engineer assisting in the preparation of the Preliminary Plat;

   c) A survey of the tract that is to be developed;

   d) Description of existing use;

   e) Identification of the existing zoning district;

   f) A vicinity map at a scale approved by the **Technical Advisory Committee** ~~Planning & Zoning Commission~~, showing existing property lines, streets, existing and proposed zoning, and such other items as the **Technical Advisory Committee** ~~Planning & Zoning Commission~~ may require to show the relationship of the Planned Unit Development to the Comprehensive Plan and to existing developments, schools and other community facilities and services;

   g) A Preliminary Plat **or Development Plan** at a scale approved by the **Technical Advisory Committee** ~~Planning & Zoning Commission~~ showing topography at two (2) foot intervals; the approximate location and type of residential, commercial and industrial land uses; layout, dimensions, and names of existing and proposed streets, rights-of-way, utility easements, parks and open spaces; layout and dimensions of lots and building setback lines, areas of proposed buffering; preliminary improvement drawings showing: points of ingress/egress, water, sewer, drainage, electricity, telephone, and such other characteristics as the ~~Planning & Zoning Commission~~ **Technical Advisory Committee** deems necessary;

   h) Proposed schedule for the development of the site, identifying phasing where applicable;

   i) Evidence that the applicant has sufficient control over the land in question to initiate the proposed development plan within five (5) years; including a statement of all the ownership and beneficial interests in the tract of land and the proposed development;

   j) In the case of a residential planned unit development, the proposed density to which the Development shall be limited; and

   k) In the case of office, commercial, industrial, or mixed-use planned unit development, a statement identifying the principal type of office, business, industrial, and/or other uses that are to be included in the proposed development.

3) TECHNICAL ADVISORY COMMITTEE. Once the Department has determined that it has received a submittal that is sufficiently complete for Technical Advisory Committee (TAC) review, the Department shall inform the petitioner of the time, date, and place of the meeting. Following TAC review, the applicant shall submit revised copies of the plans that address the comments and concerns of the TAC. ~~The Department shall inform the petitioner of the time, date, and place of the~~

~~Planning & Zoning Commission meeting. The public hearing procedures shall be as established in the Villa Rica Planning & Zoning Commission Rules of Procedure.~~

4) ~~NOTICE~~

~~a) Notice of Public Hearing. The notice of public hearing shall occur as established in *O.C.G.A. § 36-36-36 et seq.* As a minimum, the secretary shall, at least ten (10) days prior to the date set for the public hearing at the applicant's expense, publish a notice one (1) time in the City's Legal Organ. The notice shall set forth the time and place of the public hearing and a general description of the Planned Unit Development.~~

5) ~~PUBLIC HEARING/PLANNING & ZONING COMMISSION~~ TECHNICAL ADVISORY COMMITTEE REVIEW AND APPROVAL

a) After receipt of the Preliminary Plat **or Development Plan**, the ~~Planning & Zoning Commission~~ **Technical Advisory Committee** shall hold a public hearing within a reasonable period of time.

b) The ~~Planning & Zoning Commission~~ **Technical Advisory Committee** shall review the ~~preliminary~~ plan to determine if the Proposed Planned Unit Development is:

i) Consistent with the intent and purpose of this Ordinance;

ii) Whether the proposed development advances the general welfare of the community and neighborhood; and

iii) Whether the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify the deviation from standard district regulations.

c) The ~~Planning & Zoning Commission's~~ **Technical Advisory Committee** approval in principle of the primary development shall be necessary before an applicant may submit a Final Plat.

d) Approval in principle shall not be construed to endorse the following:

i) A precise location of uses;

ii) Configuration of parcels;

iii) Engineering feasibility.

6) EXPIRATION. The Preliminary Plat**/Development Plan** approval shall expire in five (5) years unless final approval of all or part of the development is complete.

Sec. 6.07 – FINAL PLAT

1) PURPOSE. The purpose of a Final Plat is to provide the details for the construction of individual portions of the PUD. Typical construction plans are submitted and final plats are recorded.

2) SUBMISSION. After approval of the Preliminary Plat**/Development Plan**, the developer shall submit a Final Plat in accordance with established procedures of the Community Development department. The Final Plat shall be in general conformance with the Preliminary Plat**/Development Plan** as approved by the City Council. The Final Plat shall be certified by a registered engineer or land surveyor.

3) APPLICATION. An application for approval of the Final Plat shall be filed with the ~~Secretary of the Planning & Zoning Commission~~ **Planning & Zoning Administrator** by all owners, or their designee, of the property for which the Planned Unit Development is proposed. Each application shall be signed by the owner, attesting to the truth and exactness of all information supplied on the application for

Final Plat. Approval shall expire and may be revoked if construction on the project has not begun within two (2) years from the date of issuance of the approval and such requirement shall be clearly stated on the application. At a minimum, the application shall contain the following information:

a) Any changes necessary to the survey of the proposed development site, showing the dimensions and bearing of the property lines, area in acres, topography, existing features of the development site, including major wooded areas, structures, streets, easements, utility lines and land uses;

b) All information required on the Preliminary Plat, the location and sizes of lots, location and proposed density of dwelling units, nonresidential building intensity, and land use considered suitable for adjacent properties;

c) A schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes, tabulation of the number of acres in the proposed project for various uses, the number of housing units proposed by the type, estimated residential population by type housing. Estimated nonresidential population, anticipated timing for each unit, and standards for height, open space, building density, parking areas, population density and public improvements proposed for each unit of the development, whenever the applicant proposes an exception from standard zoning districts or other Ordinances governing development;

d) Engineering feasibility studies and plans showing, as necessary, water, sewer, drainage, electricity, and telephone, waste disposal facilities, street improvements, and nature and extent of earth work required for site preparation and development;

e) Development plan, showing buildings, various functional use areas, circulation, and their relationship;

f) Preliminary building plans, including floor plans and exterior elevations; Landscaping plans;

g) When a Planned Unit Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Unit Development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Unit Development as the stages or units completed or under development bear to the entire Planned Unit Development;

h) A traffic impact study to determine the off-site impacts on the existing thoroughfare system;

i) When a Planned Unit Development includes provisions for common open space or recreational facilities, a statement describing the provision that shall be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed Chapters of incorporation and bylaws of such entity shall be submitted;

j) Deed restrictions, and restrictive/protective covenants, and other legal statements or devises to be used to control the use, development and maintenance of the land, and the improvements thereon, including those areas which are to be commonly owned and maintained;

k) Evidence that the applicant has sufficient control over the land in question to initiate the proposed development plan within five (5) years; including a statement of all the ownership and beneficial interests in the tract of land and the proposed development; and

l) One (1) copy of the Preliminary Plat**/Development Plan**.

4) REVIEW

a) Review . The ~~Technical Advisory Committee~~ **City Council** shall review Final Plats at a regular meeting. This shall not be a public hearing.

b) ~~TAC Review Criteria.~~ **City Council Review Criteria.** Before taking action, ~~TAC~~ **City Council** shall find that the facts submitted with the application and presented at the public hearing establish that:

i) The proposed development can be initiated within two (2) years of the date of approval;

ii) Each individual unit of the development, as well as the total development, can exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained, the uses proposed will not be detrimental to present and potential surrounding uses, but will have a trespass

iii) Beneficial effect which could not be achieved under standard district regulations;

iv) The streets as proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload the street network outside the Planned Unit Development;

v) Any proposed commercial development can be justified at the locations proposed;

vi) Any exception from standard district requirements is warranted by the design and other amenities incorporated in the Final Plat, in accordance with the Planned Unit Development;

vii) The area surrounding the development can be planned and zoned in coordination and substantial compatibility with the proposed development;

viii) The Planned Unit Development is in general conformance with the Comprehensive Plan of the City;

ix) The existing and proposed utility services are adequate for the commercial uses provided; and

x) The proposed open spaces are adequate and appropriate as identified in this Chapter.

c) Action .

i) The ~~Technical Advisory Committee~~ **City Council** shall take action to:

(1) approve as presented;
(2) approve with supplementary conditions; or
(3) disapprove at a public hearing.

ii) Following ~~Technical Advisory Committee~~ **City Council** review, the applicant shall submit revised copies of the plans that address the comments and concerns of the **City Council** ~~Technical Advisory Committee~~. The applicant shall refer to the application packet to determine the format and number of copies of the plans to be delivered.

5) APPEAL OF A DECISION OF THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT. The decision of the Community Development Director can be appealed by the Villa Rica City Council in accordance with *Section. 11.11 - Administrative Appeals Procedure.*

6) COMMERCIAL PROJECTS. For a Planned Unit Development that is being subdivided, approval of the Final Plat shall be considered to be the Secondary Plat for recording purposes. Subdivision plat procedures/approval may coincide with, and be approved at the same time as, the Preliminary Plat**/Development Plan** and the Final Plat.

7) COMMENCEMENT OF CONSTRUCTION. No construction or site grading shall begin prior to the issuance of a Land Disturbance Permit. No Zoning Certificate shall be issued for any property for which a Planned Unit Development classification is requested and no construction shall begin until an approved Final Plat is in effect for that phase or property, whichever of the above options is chosen by the applicant. No improvement location permit shall be issued for any structure in any portion of a Planned Unit Development unless and until the final subdivision plat for that portion has been approved by the proper planning authority and recorded in the public record of the City. This requirement may be waived by the Director when it is deemed that a subdivision plat is not required.

~~**Sec. 6.08 – ALTERNATIVE SUBMISSION FOR FINAL PLAT**~~

~~**1)** APPLICATION. The applicant need not file a Preliminary Plat if filing a Final Plat for the entire site, incorporating all requirements of both the Preliminary and Final Plats as described in this Section. The Final Plat shall be filed with the Secretary of the Planning & Zoning Commission by at least one (1) owner, or his/her designee, of the property for which the Planned Unit Development is proposed. Each application shall be signed by the owner, attesting to the truth and exactness of all information supplied on the application for Final Plat, and submitted to the Planning & Zoning Commission for public hearing. At a minimum, the application shall contain the following information:~~

~~a) A survey of the tract that is to be developed showing existing features of the property including streets, alleys, easements, utility lines, existing land use, general topography and physical features;~~

~~b) A development plan showing the location and arrangement of all existing and proposed structures, the proposed traffic circulation pattern within the development, the areas to be developed for parking, the points of ingress and egress including streets where required the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites and recreational facilities, screening, and areas to be left in their natural state;~~

~~c) A statement of the proposed total gross floor area, and the percentage of the development which is to be occupied by structures;~~

~~d) Floor plans of the proposed structures; Landscaping plans;~~

~~e) When a Planned Unit Development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. When a Planned Unit Development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire Planned Unit Development as the stages or units completed or under development bear to the entire Planned Unit Development;~~

~~f) Evidence that the applicant has sufficient control over the tract to affect the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed Development;~~

~~g) In the case of a residential planned unit development, the proposed density to which the Development shall be limited;~~

~~h) In the case of Office, Commercial, or Industrial, a statement identifying the principal type of office, business and/or industrial uses that are to be included in the proposed Development;~~

~~i) When a Planned Unit Development includes provisions for common open space or recreational facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed Chapters of incorporation and bylaws of such entity shall be submitted; and~~

~~j) Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Development District.~~

~~2) EXPIRATION. Approval shall expire and may be revoked if construction on the project has not begun within two (2) years from the date of issuance of the approval and such requirement shall be clearly stated on the application.~~

Sec. 6.08– ANENDMENTS TO THE CONCEPT PLAN AND FINAL PLAT

1) No changes shall be made in the approved Concept Plan or plats unless in conformance with the following requirements. The term "minor changes" as used in this section is considered to represent changes that do not alter the overall characteristics of the total plan and that create no adverse impacts on adjacent uses or public services and facilities. Some examples of what can be considered as minor changes are:

- **a) Minor Change. The Community Development Director may authorize minor changes under the following conditions:**
  - **i) Changes in location and type of landscaping and/or screening so long as the approved character and intent is maintained;**
  - **ii) Changes in the orientation of portions of parking areas so long as the effectiveness of the overall site circulation and parking is maintained; parking areas shall be relocated not closer than twenty (20) feet to any residential structure or ten (10) feet to any street or right-of-way lines; and the number of parking spaces shall not be reduced by the relocation;**
  - **iii) Changes in the location of sidewalks and pathways, provided that continuity of pedestrian circulation remains;**
  - **iv) The reorientation, but not complete relocation of structures;**
  - **v) Changes that will not impact properties or uses outside of and adjacent to the PD; or**
  - **vi) Redesign of open space that does not decrease the recreational, buffering, or environmental benefits of the open space.**
- **b) Prohibitions. No minor change authorized by this section may cause any of the following:**
  - **i) Change in the permitted uses or of development character;**
  - **ii) increased overall coverage of structures;**
  - **iii) increased density or intensity of use;**
  - **iv) increased demand for traffic circulation and public utilities;**
  - **v) decrease in public or private open space;**

vi) decrease in pavement and sidewalk widths; or
vii) increased numbers of dwellings.

2) Major Change. All other changes to the approved Concept Plan or plats shall be deemed "major" and shall be approved only by the Council after review of a revised Final Development Plan and/or Map. No amendments may be made in the approved Final Development Plan unless the applicant establishes that such amendments are required as a result of:
- **a) changes in conditions that occurred after Final Development Plan approval;**
- **b) changes in the development policy of the community; or**
- **c) conditions that were reasonably unforeseen at the time of Final Development Plan approval.**

3) Recording of Changes and Amendments. Any changes that are approved for the Final Development Plan and/or Final Plat shall be recorded as amendments to the previously recorded Plan and/or Map.

Sec. 6.09– TIME LIMIT FOR APPROVED PUD MASTER PLAN

1) In the event that a PUD Master Plan is given approval, and the landowner(s):
   a) Fail to obtain approval for improvement plans or a development order for all infrastructure improvements to include utilities, roads and similar improvements required by the approved PUD Master Plan or other development orders for at least fifteen (15 %) percent of the gross land area of the PUD site every five (5) years of the date of approval by the Villa Rica City Council; and/or
   b) Fail to receive final local development orders for at least fifteen (15%) percent of the total number of approved dwelling units in the PUD, or in the case of PUD's consisting of non-residential uses, thirty (30%) percent of the total approved gross leasable floor area within the PUD every six (6) years of the date of approval by the City Council.
2) The project developer shall submit to the Community Dev elopement Director a status report on the progress of development annually commencing on the fifth anniversary date of the PUD approval by the City Council. The singular purpose of the report will be to evaluate whether or not the project has commenced in earnest in accordance with the criteria set forth above.
3) Should the Director determine that the development has commenced in earnest, then upon review and consideration of the report provided by the owner and any supplemental information that may be provided, the City Council shall elect one of the following:
   a) To extend the current PUD approval for a maximum period of two (2) years; at the end of which time, the owner will again submit to the procedure as defined herein.
   b) Require the owner to submit an amended PUD in which the unimproved portions of the original PUD shall be consistent with the Comprehensive Plan. The existing PUD shall remain in effect until subsequent action by the Council of the submitted amendment of the PUD.
   c) If the owner fails. to submit an amended PUD within six (6) months of Council action to require such an amended submittal, then the Council may initiate proceedings to rezone the unimproved portions of the original PUD to an appropriate zoning classification consistent with the procedures in *Section 11.05 – Zoning Map and Text Amendments*.

Sec. 6.10 – PUD ABANDONMENT

1) In the event of the abandonment of a Planned Unit Development authorized under this section, the City Council may initiate an amendment to the Zoning Ordinance so that the land will be

zoned into a category or categories which approximates its existing use or such other zoning category or categories which it deems appropriate.

2) Abandonment shall be deemed to have occurred when no improvements have been made pursuant to the approved Final Plat for twenty-four (24) consecutive months.
    a. The twenty-four (24) month time limitation may be extended at the discretion of the City Council.

Figure 6.1: PUD Process Summary Flow Chart

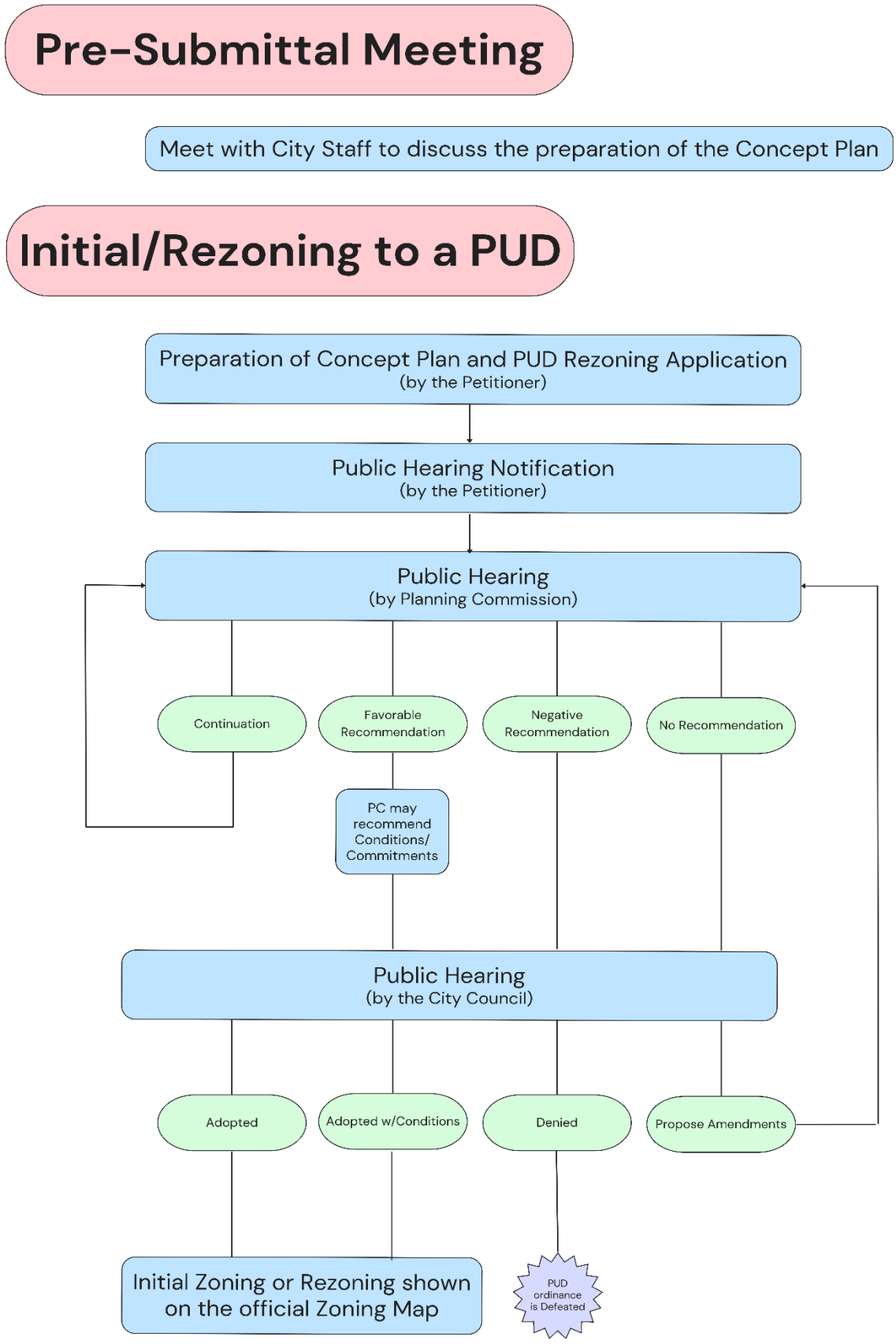
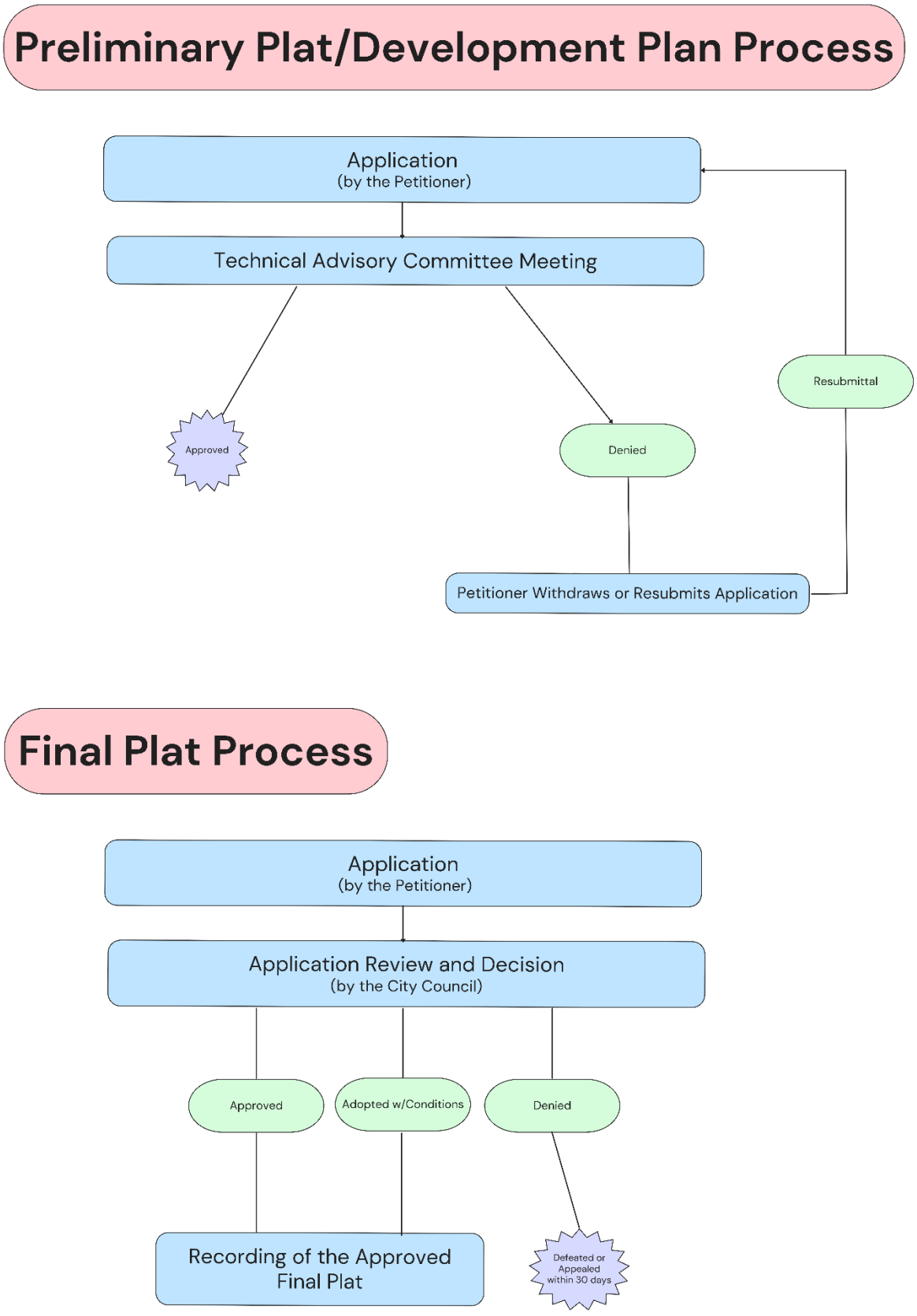


Figure 6.2: Preliminary/Final Plat Flow Chart



CHAPTER VII – DEVELOPMENT STANDARDS

Sec. 7.01 – INTRODUCTION AND APPLICATION

1) INTRODUCTION. All structures, land uses, land use changes, structural alterations, structural relocations, structural additions, and structural enlargements of legally conforming uses that are constructed, created, established, or occur after the effective date of this Ordinance (except as may otherwise be provided within this Ordinance) shall be subject to all Development Standards and regulations applicable to the zoning district in which they are located. All development plans approved prior to the effective date of this Ordinance shall adhere to the terms and conditions of approval and/or written commitments made under the zoning ordinance that was in place at the time of filing.
   - **a) All changes of use proposed within existing structures on developed parcels shall be exempt from all development regulations within this ordinance except parking requirements.**
   - **b) All changes of use proposed within new structures or structures expanded beyond 35% of the existing structure's square footage on developed parcels shall be subject to all applicable regulations within this ordinance as set forth herein.**
   - **c) All changes of use proposed within existing buildings, new buildings, or buildings expanded beyond thirty-five percent (35%) of the existing structure's square footage, and located on underdeveloped or undeveloped lots shall be subject to all applicable regulations within this ordinance as set forth herein.**
2) REQUIREMENTS FOR USES PERMITTED BY SPECIAL EXCEPTION. Any use which is permitted by Special Exception shall be consistent with the standards for the zoning district in which the use is permitted by this Ordinance. The City Council may adopt conditions of approval for any use permitted by Special Exception.
3) USES PERMITTED PER LOT. Only one principal use (whether a permitted or Special Exception use) of a lot shall be permitted. All other uses occurring on a lot shall be accessory to or a subordinate component of the principal use. For properties proposed to include a mix of uses or platted under the horizontal property regime, several compatible principal uses sharing a structure/structures may be considered collectively as the principal use. This shall apply to uses including and similar to shopping centers, retail and residential contained within the same structure, or residential condominiums.

Sec. 7.02 – OFF-STREET PARKING AND LOADING

1) PURPOSE. The purpose of this section is to provide adequate and appropriate areas for the size, location and construction of off-street parking areas and loading areas for new or converted uses within the City. Refer to *Section 7.03 – Entrance/Drive Standards* for parking lot entrance drive standards.
2) GENERAL REQUIREMENTS
   a) Any building, structure or use of land, when erected or enlarged, shall provide for off-street parking spaces for automobiles in accordance with the following provisions of this section. A parking plan shall be required for all uses except single- and two-family dwellings (ADU). The

parking plan shall be submitted to the City as part of the Development Plan Review process. The plan shall show the boundaries of the property, parking spaces, access driveways, circulation patterns, drainage and construction plans, illumination, boundary walls, fences and screening, as appropriate.

b) Whenever a building or use constructed or established after the effective date of this Zoning Ordinance is changed in use or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise to create a need for an increase of ten percent (10%) or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change.

c) Whenever a building or use existing prior to the effective date of this Ordinance is enlarged to the extent of thirty-five percent (35%) or more in floor area or in the area used, such building or use shall then comply with the parking requirements set forth herein.

3) REVIEW PRIOR TO ISSUANCE OF IMPROVEMENT LOCATION PERMIT. Any proposed new development or conversion for which a Land Disturbance Permit (LDP) is required as specified in *Chapter XI: Petitions, Permits, and Procedures* shall be reviewed for conformance to the requirements of this chapter.

4) DESIGN STANDARDS. All off-street parking facilities shall be in accordance with the following standards and specifications:

a) DESIGN AND CONSTRUCTION OF PARKING AREAS. The following standards shall apply to the design of off-street parking areas as they are required in this section for all new or converted multifamily, commercial, industrial or quasi-public uses:

i) Minimum Size and Maneuvering Space. The minimum size of a parking space shall be as shown on *Table 7.1: Parking Dimensions* and *Figure 7.2: Parking Aisle and Space Dimensions*. In no instance shall the overhang of a vehicle be considered as part of the required parking space area. Minimum dimensions for semi tractor-trailer parking at truck stops shall be 12.5' x 65'.

(1) All parking spaces shall be provided with adequate maneuvering space into which vehicles can back for the purpose of exiting the parking space.

(2) Proximity. The parking spaces for dwelling units shall be located on the lot.

(3) Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission.

(4) Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a

Table 7.1: Parking Dimensions

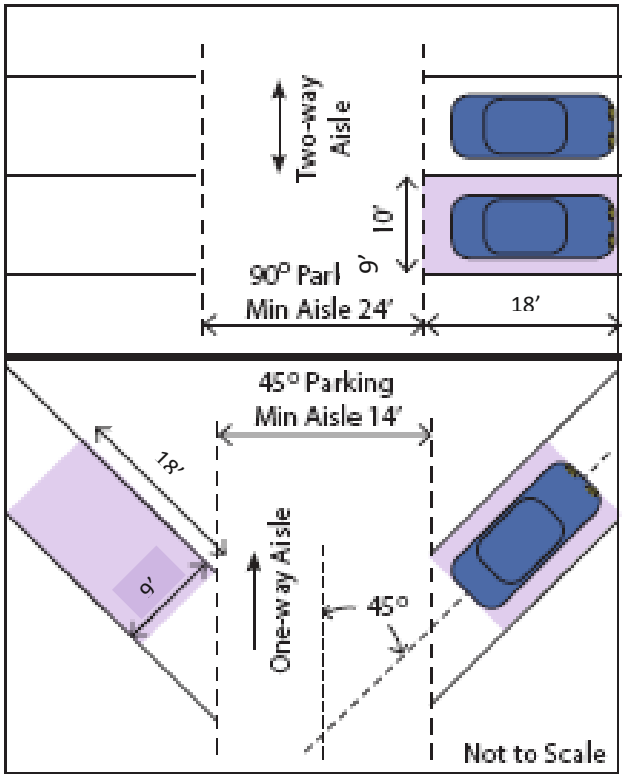
Angle of Parking	Minimum Parking Space Size		Minimum Aisle Width
	Width	Length	
Parallel	8 feet	22 feet	on-street
90 Degree	9 feet	18 feet	24 feet (two-way aisle)
60 Degree	9 feet	18 feet	18 feet (one-way aisle)
45 Degree	9 feet	18 feet	14 feet (one-way aisle)
Disabled	(refer to ADA guidelines)		

minimum of five (5) feet from the façade of a building or structure by an elevated sidewalk or planting strip.

b) DESIGN AND CONSTRUCTION OF THE PARKING LOT ENTRANCE DRIVE. Refer to *Section 7.03 – Entrance/Drive Standards*.

C) PARKING LAYOUT. In addition to the minimum requirements, a maximum of fifty (50) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be on the rear or side of the primary building.

Figure 7.2: Parking Aisle and Space Dimensions



Top: Double-Loaded Parking (minimums)

Bottom: Diagonal Parking (minimums)

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.

6) EXCEPTIONS. Loose paving materials, including gravel, may be used on lots of five (5) acres or more with primarily agricultural uses, as approved by the City Engineer, or for other uses by Special Exception by the Villa Rica City Council.

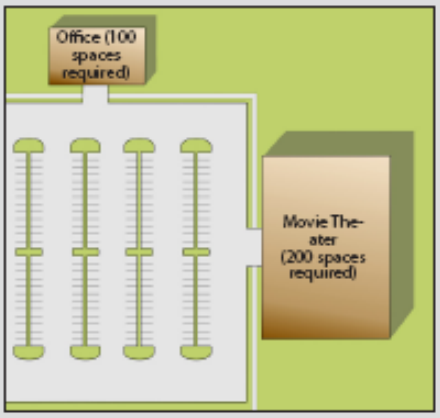
7) STORMWATER MANAGEMENT. Stormwater runoff created as a result of the improvements to the parking area shall be controlled in such a manner so as to eliminate draining onto neighboring properties. Improved parking areas shall be incorporated into the stormwater management plan for the proposed project. Innovative drainage techniques or stormwater best management practices (BMPs) are recommended. Site grading as well as stormwater control provisions shall be reviewed and approved by the City Engineer prior to site construction.

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.

9) VISIBILITY. Entrance drives for parking areas shall be located in such a way that any vehicle entering or leaving such parking area shall be clearly visible by any pedestrian or motorist approaching the access or driveway from a public street, private street or alley.

10) MARKING. All parking areas for more than five (5) vehicles shall be marked with paint lines or in some other manner approved by the City and shall be maintained in a clearly visible condition.
11) MAINTENANCE. All off-street parking areas shall be continually maintained in satisfactory condition so as to be safe, attractive and free of any hazard, nuisance or other unsafe condition.
12) SIGNAGE. Signs shall be in conformance with the *Article 9: Villa Rica Sign Ordinance*.
13) LIGHTING. When lighting facilities are used, such lighting shall be in accordance with *Section 7.12 – Outdoor Lighting*.
14) LANDSCAPING. Refer to *Section 7.05 – Landscaping Standards* for landscaping requirements. Refer to *Subsection 7.05(6)(c)(ii)* if the minimum number of parking spaces is exceeded.
15) STACKING SPACES FOR DRIVE-THROUGH BUSINESSES
    a) For the purposes of this Ordinance, one stacking space shall be construed as a minimum of nine (9) feet in width and nineteen (19) feet in length.
    b) Businesses utilizing drive-through windows or those that offer drive-through facilities shall **meet the requirements set forth within Table 8.2: Stacking Space Schedule and all applicable regulations within Section 8.09 of the ordinance.** ~~provide a minimum of:~~
        ~~i) seven (7) stacking spaces per vehicular service window for restaurants and coffee houses;~~
        ~~ii) five (5) four (4) stacking spaces per vehicular service window or automated teller machine for banks and other financial institutions;~~
        ~~iii) seven (7) stacking spaces per service bay for car-washing establishments;~~
        ~~iv) three (3) two (2) stacking spaces per fuel pump or air compressor for gas stations;~~
        ~~v) five (5) stacking spaces per vehicular service window for all other uses.~~
    c) Additional stacking space may be required based on the number of vehicles utilizing the drive-through at peak hour.
    d) Lane widths should be delineated with pavement markings. However, individual spaces within the lane need not be marked.
        i) Exception: Automobile filling stations do not need to delineate lane widths or individual spaces with pavement markings.
    e) Stacking spaces shall be in addition to the required parking spaces and must not be located within a required driveway, internal circulation system, or parking aisle.

Figure 7.1: Parking Calculation Example



EXAMPLE 1: In the calculation of shared parking there are two scenarios depending on which use was created first. (The numbers below are for illustration purposes only and do not reflect the number of spaces required by this Ordinance.)

Movie Theater Exists First:
- 200 spaces already exist for the Movie Theater
- 100 spaces are required for the Office
- 50% of the spaces required for the Office can be provided by the existing Movie Theater
- = 50 spaces (total) must be provided by the Office
- The lot now has a total of 250 parking spaces

Office Exists First:
- 100 spaces already exist for the Office
- 200 spaces are required for the Movie Theater
- 50% of the spaces required for the Movie Theater can be provided by the existing Office
- = 100 spaces (total) must be provided by the Movie Theater
- The lot now has a total of 200 parking spaces

f) Stacking spaces shall begin at the point of transaction including all service windows, service bays, and automated teller machines.

16) TURNING RADII. Sufficient turning radii shall be provided in accordance with approved engineering standards so as to be adequate for all vehicle movement, including fire and safety vehicles, school buses or other oversize vehicles which may make use of the area.

17) PARKING OF COMMERCIAL VEHICLES.

a) In commercial and industrial districts, commercial vehicles with or without signage which are over eight (8) feet in width and/or nineteen (19) feet in length shall not be stored in a parking area. Such vehicles shall be parked or stored in the required off-street loading space(s) or to the rear of the principal building when not in use or during non-business hours. Truck stops shall be exempt from this section.

b) Where Special Exception approval is required, the City Council shall evaluate the potential impacts of noise, glare, dust, debris, traffic, public safety, and security, among other measures. Such locations, where approved, will need to be appropriately buffered, screened, and surfaced as to minimize quality of life and environmental impacts. Truck stops shall not be located within 500 feet of a property zoned R-1, R-2, SFA, MF-1, MF-2, or OMI.

i) Truck parking as a primary use on any commercial or industrial lot shall not have any trucks that are parked or stationary on the lot for more than more than forty-eight (48) hours at a time.

ii) In the event that there is not a principal building on site, all trucks must be parked behind the front yard setback. Under no circumstance may trucks be parked within a required setback area.

iii) Trailers may not be parked on any lot without being directly connected to a semi-tractor.

c) With the exception of properties utilized for agricultural use, truck parking (except the temporary parking for the delivery of goods and/or services) and the outdoor storage of trucks over seventy-five hundred (7,500lbs.) pounds gross vehicle weight and or eight (8) feet in height, buses, and semi-tractor and/or trailers shall not be permitted in residential districts. No vehicles shall be parked for the purposes of advertising alongside interstates and highways in any zoning district.

18) PARKING OF NON-COMMERCIAL MOTOR VEHICLES. The parking of recreational vehicles, travel-trailers, boats, vehicle carrier trailers (including automobiles, snowmobiles, motorcycles, etc.), equipment trailers, and other non-commercial motor vehicles associated with residential uses are subject to the following requirements:

a) At no time shall any parked or stored recreational vehicle be occupied or used for living, sleeping, or housekeeping purpose.

b) The Director may require a land owner to verify that the vehicle is licensed and operational.

c) In any District the wheels or any similar transporting devices of any recreational vehicle shall not be removed except for repairs, nor shall such vehicle be otherwise permanently fixed to the ground in a manner that would prevent ready removal of said types of mobile structures.

d) The outside storage of motor vehicles used for motorsports shall be prohibited.

19) SPECIAL AREA DESIGNATION. Development Plans for proposed projects shall identify the location of handicapped spaces, trash receptacles, cart corrals, fire lanes or other special areas as may be required by other local, state or federal laws.

20) OFF -SITE AND SHARED PARKING
    a) Off-Site Parking. Off-site parking may be allowed on another lot that is within five-hundred (500) feet of the lot occupied by the use(s) for which it is required. A formal agreement between property owners shall be provided prior to Development Plan approval. The agreement shall be recorded with the Plat.
    b) Shared Parking. Shared parking may be allowed between two (2) or more lots that share property lines.
        i) Uses with Similar Business Hours. The total of such off-street parking spaces supplied collectively for multiple uses with similar business hours, where all uses are located within a shopping center or a retail/office/business park subdivision, may be less than the sum of the requirements for the various uses computed separately. In no case shall the sum of the requirements for the various uses be reduced by more than fifteen percent (15%) of the required parking for uses when computed separately as determined by the planning staff.
        ii) Uses with Dissimilar Business Hours. Churches, civic clubs, auditoriums, lodge halls, banquet halls, movie theaters, and stadiums may make arrangements with existing business establishments which normally have different hours of operation for sharing up to fifty percent (50%) of their required parking spaces (Example 1), provided however, where there is a sharing of facilities by different owners or tenants, there shall be a written agreement approved by the Planning & Zoning Commission. In addition, should any of the uses having a joint agreement after passage of this Ordinance be changed or facilities discontinued, then the required spaces for the use or uses remaining shall be provided elsewhere as a condition precedent to the continued use of the building or buildings. The approved agreement shall be recorded with the County Recorder, and a copy kept on file with the Community Development department.
    c) Approval Requirements. All off-site and shared parking space arrangements are subject to the approval of the Director. Approvals shall be based on the determination that the use of off-site and/or shared parking will not provide hardships for pedestrians, will not result in potentiality hazardous traffic conditions, and will provide an adequate number of parking spaces for the uses involved. The parking needs of possible future uses of the property shall also be considered by the Director.

~~21) PARKING LOTS IN SPECIAL AREAS. Refer to *Chapter V: Infill Development Standards* for additional parking standards.~~

22) PARKING LOTS IN RESIDENTIAL DISTRICTS. The Planning & Zoning Commission may approve parking lots in the residential zoning districts subject to the following conditions:
    a) The parking lot shall be accessory to and for the use in connection with one or more permitted or Special Exception permitted uses in and adjoining commercial and industrial districts.
    b) The parking lot shall contain not less than five-thousand (5,000) square feet, which shall abut at least fifty (50) feet, either directly or across an alley or street, on the district in which the use for which the parking is provided, permitted or conditionally permitted.
    c) The parking lot shall be used solely for the parking of passenger vehicles and no commercial repair work or service of any kind shall be conducted on the parking lot.

d) No sign of any kind, other than those designating entrances, exits, conditions or use and penalties for improper use shall be maintained on the parking lot.
e) The parking lot located in a residential district shall not be illuminated after 9 p.m., with the exception of multifamily developments.
f) Entrances and exits shall be at least twenty (20) feet from any adjacent property located in a residential district.
g) Refer to *Section 7.05 – Landscaping Standards* for landscaping and screening standards.

23) BICYCLE PARKING. When located within five-hundred (500) linear feet from the nearest property line to a dedicated public bike/ped trail system, all non-residential uses shall provide one designated bicycle parking area for every twenty-five (25) vehicle parking spaces required by this Ordinance, with a minimum provision for three (3) bicycle spaces. Each bicycle area shall provide adequate facilities for securing the parked bicycles.
24) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a)ix*.
25) LOADING AND UNLOADING SPACES REQUIRED. Every building used for nonresidential purposes which customarily receives or distributes goods by motor vehicle shall provide sufficient space on the premises for all loading and service purposes on the basis of the following minimum regulations:
    a) Number of Loading and Unloading Spaces Required
        i) Loading space as required under this section shall be provided as area additional to off-street parking spaces required by other provisions of this chapter and shall not be considered as supplying off-street parking space.
    b) Loading and Unloading Space Design Standards
        i) Dimensions. Every loading and unloading space shall not be less than twelve (12) feet in width, forty (40) feet in length, and fourteen (14) feet clearance.
        ii) Access. Access to truck loading and unloading spaces shall be provided directly from a public street or alley or from any right-of-way that will not interfere with public convenience and that will permit the orderly and safe movement of such trucks.
        iii) Surfacing. All open loading spaces shall be graded and provided with a durable and dustless hard surface of asphalt, concrete, or other suitable materials capable of withstanding one thousand (1,000) pounds per square inch (psi).
        iv) Drainage. All loading spaces shall be provided with adequate drainage facilities as approved by the City Engineer during the Development Plan Review process.
        v) Location. No loading shall occur in a yard abutting a residential use and/or zone unless approved by the Planning & Zoning Commission.
        vi) Screening. Landscaping and screening shall be as indicated in *Section 7.05 – Landscaping Standards*. The Planning & Zoning Commission shall have the power to determine the need for an additional amount of planting/landscaping, materials, walls, fences or any combination of these as deemed necessary.

vii) Lighting. When lighting facilities are used, such lighting shall be in accordance with *Section 7.12 – Outdoor Lighting*.

Table 7.2: Number of Loading Spaces	
Buiding Area	**Number of Loading Spaces Required**
Less than 5,000 square feet	No spaces required
5,000 square feet but less than 20,000 square feet	One (1) space required
20,000 square feet or more	Two (2) spaces required plus one (1) additional space for each 20,000 square feet over the initial 20,000 square feet

26) MINIMUM NUMBER OF PARKING SPACES. *Table 7.3: Minimum Parking Space Requirements* shall be used to determine the minimum number of parking spaces required for the specified use.

a) Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).

i) For proposed parking lots of more than one-hundred (100) parking spaces that exceed the maximum number of permitted spaces (see *Section 7.02(26)a* above), the Planning & Zoning Commission may increase the minimum amount of required interior landscaping by five percent (5%), and may require that the additional paved area be constructed with pervious pavement.

b) Requirements for Uses Not Specified. Where a use is not specifically mentioned in *Table 7.3: Minimum Parking Space Requirements*, the requirements for a use which is so mentioned and to which said use is similar shall apply.

c) Right-of-Way. No parking, loading or servicing of vehicles shall be done on the right-of-way of any publicly dedicated thoroughfare. This section is not intended to exclude vehicles from on-street parking in areas zoned CBD.

d) Net Floor Area Measurement. For the purpose of determining parking space requirements in this section, the term "net floor area" means the area used for service to the public and excludes area used principally for non-public purposes such as storage, incidental repair, processing, show window, mechanical rooms, elevator shafts, stairwells, rest rooms and dressing rooms. Any derived number with a fractional value of more than fifty percent (50%) shall be rounded to the next highest whole number.

27) PARKING FOR PERSONS WITH DISABILITIES

i) Required in All Parking Lots Parking spaces for persons with disabilities shall be provided in all parking lots in accordance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities.

ii) Standards Vehicular access aisle widths shall be the same as for perpendicular parking spaces. A handicap access aisle shall be provided adjacent to each handicap parking space and may be shared between adjacent handicapped parking spaces. If parking spaces are provided for self-parking by employees or visitors, or both, then accessible spaces shall be provided in each such parking area in conformance with the table below. Spaces required by the table need not be provided in the particular lot. They may be provided in a different location if equivalent or greater accessibility, in terms of distance from an accessible entrance, cost and convenience is ensured. Dimensions for disabled parking are provided in *Figure 7.4*.

iii) Number of Required Parking Spaces The number of parking spaces to be provided for persons with disabilities shall comply with *Table 7.3: Parking for the Disabled*.

iv) Marking All handicapped accessible spaces shall be clearly marked as such.

Table 7.3: Parking for the Disabled

Parking Capacity	Required Minimum Spaces for Persons with Disabilities
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total
1,001 and over	20 plus 1 for each 100 over 1,000

Table 7.4: Minimum Parking Space Requirements	
Type of Use	**Minimum Required Parking**
Agricultural	
Animal Breeding (commercially)	one (1) space per employee on largest shift
Farm Equipment Sales & Service	one (1) space per five hundred (500) square feet of enclosed sales area, plus one (1) space per two thousand five hundred (2,500) square feet of open sales area, plus one (1) space per employee on the largest shift
General Farming Uses	two (2) spaces per dwelling unit
Greenhouse or Plant Nursery	one (1) space per three hundred (300) square feet of interior sales, plus one (1) space per employee on the largest shift
Horse Stable (commercial)	one (1) space per four (4) stalls, plus one (1) space per employee on the largest shift
Truck Garden or Produce Stand	four (4) spaces per individual owner-occupied stand
Residential	
Accessory Apartments	one (1) space per dwelling unit
Amenity Area	one (1) space per three hundred (300) square feet of clubhouse or lodge space, plus one (1) space per two hundred fifty (250) square feet of non-competition pool
Assisted living/Senior Housing	eight-tenths (0.8) spaces for every patient/resident room/unit
Bed and Breakfast Establishment or Boarding House (owner must live on-premises)	one (1) space for each guest room, plus two (2) spaces for the owner
Facility for the Developmentally / Mentally Disabled	one (1) space for each employee on the largest shift, plus one (1) space per three (3) clients
Group Home	one (1) space per five (5) residents, plus one (1) space per employee on the largest shift
Manufactured Home Park	two (2) spaces per unit, plus one (1) visitor space for ever two (2) units
Multi-Family	
Studio or 1 Bedroom	one (1) space per unit, plus one (1) visitor space per three (3) units
2 Bedrooms	1.6 spaces per unit, plus one (1) visitor space per three (3) units
3 Bedrooms	1.8 spaces per unit, plus one (1) visitor space per three (3) units
4 Bedrooms	two (2) spaces per unit, plus one (1) visitor space per three (3) units
each bedroom after 4	add 0.5 spaces per additional bedroom
Nursing home or convalescent care facility	one (1) space for every four (4) beds, plus one (1) per employee on the largest shift
Single-, two-family, and manufactured home	
Up to 3 Bedrooms	two (2) spaces per unit
4 or more Bedrooms	three (3) spaces per unit
Institutional	
Education	
Elementary and Junior High/Middle School	two and one-half (2.5) spaces per classroom
High School	one (1) space for every five (5) students of design capacity, plus two (2) spaces for each classroom OR one (1) space for every four (4) seats in any auditorium or assembly hall, whichever is greater
Nursery School	one (1) space per employee on largest shift, plus one (1) space per five (5) attendees
University, College or Vocational School	one (1) space for every three (3) students of design capacity
Other	
Club or Lodge	one (1) space for every fifty (50) square feet of net floor area
Community Center	one (1) space for every three (3) people at maximum capacity
Funeral Home	one space for every seventy-five (75) square feet of parlor or chapel space; or one (1) space per five (5) seats, whichever is greater. This number shall be exclusive of spaces dedicated to hearses, company vehicles or ambulances
Government and Municipal Building	one (1) space for each three hundred (300) square feet of net floor area
Hospital	one (1) space for each two (2) patient beds (excluding bassinets), plus one (1) space for each person on largest shift
Places of Worship	one (1) space per four (4) fixed seats or eighteen (18) linear feet of bench; if no fixed seating, one (1) space per twenty-eight (28) square feet of main auditorium space
Police/Fire Station	one (1) space for every three hundred (300) square feet of net floor area, plus one (1) space for each vehicle used for fire or police protection
Post Office	one (1) space for each employee, plus one (1) space for every two hundred (200) square feet of usable floor area
Public Library, Art Gallery, or Museum	one (1) space for every five hundred (500) square feet of net floor area
Recycling Center (public)	one (1) space per two thousand five hundred (2,500) square feet of processing /storage space
Recycling Center (sorting/distribution)	one (1) space per five thousand (5,000) square feet of processing / storage space, plus one (1) space per three hundred (300) square feet of administrative/office area
Utility Service Facility/Office	one (1) space per three hundred (300) square feet of administrative/office area, plus one (1) space per company vehicle
Veterinarian Clinic/Animal Hospital (temporary boarding only, for ill or injured animals)	one (1) space for each examination room plus two (2) space for each fifty (50)square feet of reception area

Table 7.4: Minimum Parking Space Requirements	
Type of Use	**Minimum Required Parking**
Parks & Recreation	
Active Recreation Area (athletic fields, tennis courts, basketball, soccer, baseball, softball, football, playgrounds, etc.)	one (1) space per acre, plus twenty (20) spaces per field, plus five (5) spaces per court
Amphitheater	one (1) space per three (3) seats, plus one (1) space per twenty-five (25) square feet of open seating area, plus one (1) space per employee on the largest shift
Driving Range	one and one-half (1.5) spaces per tee
Golf Course	two (2) spaces for each hole plus one (1) space for each one hundred (100) square feet of net floor area of the clubhouse
Passive/Low Intensity Recreation (unimproved backpacking trails, unimproved hiking trails, picnic areas, primitive camping areas, canoeing and rafting areas, etc.)	two (2) spaces per mile of trail; or one (1) space per three (3) acres
Swimming Pool (excluding private pools on residential lots)	one space for each one hundred (100) square feet of pool and pool deck area
Commercial	
Adult	
Sexually Oriented Business (unlicensed massage parlors, adult book stores, adult entertainment services, etc.)	one (1) space for every three (3) seats; OR one (1) space per two hundred (200) square feet of net floor area, whichever is greater
Motor Vehicle Services	
Motor Vehicle Filling Station	one (1) space for each pump
with service bays	add one (1) space for each bay or work area
with convenience store	one (1) space for each three hundred (300) square feet of enclosed net floor area
Motor Vehicle Sales (automobile, recreational vehicles, motorcycle, truck, trailer, etc.) Customer & Employee Parking	one (1) space for each five hundred (500) square feet of net floor area of sales, shop or garage, plus one (1) space per two thousand five hundred (2,500) square feet of open sales area
Motor Vehicle Service and Repair	three (3) spaces for each bay or work area
Entertainment	
Auditoriums and places of assembly with or without fixed seats	one (1) space per one hundred fifty (150) square feet of seating/display area
Drive-In Movie Theater	one (1) space per vehicle at maximum capacity plus three (3) spaces for employees
Indoor Recreation (billiards, video arcades, ice/roller skating rink)	one (1) space for ever four (4) seats; or one (1) space for every four (4) people at maximum capacity
Miniature Golf	one (1) space for every hole
Movie Theater	one (1) space for every four (4) seats, plus one (1) space for each employee
Recreation, Commercial (water parks, sports arenas, batting cages, amusement parks, motor vehicle or animal racing facilities, etc.)	one (1) space for each three (3) seats; or one (1) space for each participant at maximum utilization, whichever is greater
Service Businesses	
Animal Boarding Facility (includes kennel)	one (1) space for every four hundred (400) square feet of net floor area, excluding animal exercise areas
Business, Commercial Service	one space for each three hundred (300) square feet of net floor area
Contractors Service	one (1) space for each five hundred (500) square feet of net floor area
Dance/Aerobics/Gymnastics/Martial Arts Studios	one (1) space for every two hundred fifty (250) square feet of floor area, plus adequate area for safe and convenient loading and unloading of students
Day Care Center (child/adult)	one (1) space for every four (4) attendees; minimum six (6) spaces
Health Service (health club, fitness facility, health spa, etc.)	one (1) space for every three hundred (300) square feet of net floor area
Hotel/Motel	one (1) space for each sleeping room plus one (1) space for each four hundred (400) square feet of public meeting area and/or restaurant space
Personal Service (barber shops, beauty parlors, nail salon, etc.)	two and one half (2.5) spaces per customer services chair
Self Service Storage Facility	one (1) space for each twenty (20) rental storage units; no less than three (3) spaces
Shoe Repair	one (1) space for every four hundred (400) square feet of net floor area
Professional/Office	
Clinics	one (1) space for every four hundred (400) square feet of net floor area
Financial Institutions	one (1) space for every three hundred (300) square feet net floor area, plus stacking space for five (5) vehicles at each vehicular service window
Bank Machine / AT M Walk-Up Facility	two (2) spaces per AT M
Professional Office (general, law, insurance, travel, design, etc.)	one (1) space for each three hundred (300) square feet of net floor area
Restaurant/Food Preparation	
Bakery, Retail	one (1) space for every five hundred (500) square feet of floor area; minimum five (5) spaces
Coffee Shop	one (1) space per two (2) seats; minimum six (6) spaces
Restaurant	one (1) space per three (3) seats, plus one (1) space for each employee on largest shift
with vehicular service window	one (1) space per two (2) seats, plus seven (7) stacking spaces per drive-through lane, where applicable
if no indoor seating	minimum ten (10) spaces
Bar / Tavern	one (1) space for every three (3) seats; OR one space for each one hundred square feet of net floor area, whichever is greater(100)

Table 7.4: Minimum Parking Space Requirements	
Type of Use	**Minimum Required Parking**
Retail Businesses	
Business, Retail	one space for each three hundred (300) square feet of net floor area; minimum six (6) spaces
Supermarket / Convenience Store	up to 5,000 square feet: one (1) space for every two hundred fifty (250) square feet of net floor area greater than 50,000 square feet: one (1) space for every three hundred (300) square feet of net floor area
Hardware Store / Appliance Sales	one (1) space for every four hundred (400) square feet of net floor area
Apparel / Shoe Store	one (1) space for every three hundred (300) square feet of net floor area
Furniture Store	one and one half (1.5) spaces for ever one thousand (1000) square feet of net floor area
Business, Wholesale	one (1) space for each five hundred (500) square feet of net floor area
Shopping Center / Big Box	
≤ 100,000 square feet gross leasable	one (1) space per three hundred (300) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
between 100,001-500,000 sq ft gross leasable area	one (1) space per three hundred fifty (350) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
> 500,000 sq ft gross leasable area	one (1) space four hundred (400) square feet
Industrial	
Manufacturing	one (1) space per employee on largest shift, plus one (1) visitor space per ten (10) employees
Research and Testing	
Salvage Yard	
Solid Waste Transfer Station	
Logistics and Distribution Facilities (High Cube)	Vehicle Parking: one (1) space for every one thousand (1,000) square feet of Gross Floor Area (GFA) for the first twenty-thousand (20,000) square feet; one (1) space per two thousand (2,000) square feet for the second twenty-thousand (20,000) square feet; one (1) space per five thousand (5,000) square feet for that portion over forty-thousand (40,000) square feet. No additional spaces if office area is less than ten (10%) percent of the total building square footage. Office space rate if office area is over ten (10%) percent of the total building square footage. Truck and Trailer Parking: one (1) oversized truck space for every five thousand (5,000) square feet of GFA* *Truck docks shall not be included in this calculation.
Warehousing Facilities	one (1) space for every eleven-thousand (11,000) square feet of Gross Floor Area (GFA) for the initial forty-thousand (40,00) square feet; one (1) space per forty-one thousand (41,000) square feet of additional GFA greater than four-hundred-and-one-thousand (401,000) square feet; four (4) spaces per eleven-thousand (11,000) square feet of GFA of office space. Where multiple tenants and or uses occupy the same building, the parking shall be calculated based upon the floor area used by each tenant or use.

Table 7.4: Minimum Parking Space Requirements	
Type of Use	**Minimum Required Parking**
Retail Businesses	
Business, Retail	one space for each three hundred (300) square feet of net floor area; minimum six (6) spaces
Supermarket / Convenience Store	up to 5,000 square feet: one (1) space for every two hundred fifty (250) square feet of net floor area greate[illegible]n 50,000 square feet: one (1) space for every three hundred (300) square feet[illegible] area
Hardware Store / Appliance Sales	[illegible] (1) space[illegible]dred (400) square feet of net floor area
Apparel / Shoe Store	[illegible] sq[illegible]ed (300) square feet of net floor area
Furniture Store	[illegible]ever one thousand (1000) square feet of net floor
Business, Wholesale	[illegible]e hundred (500) square feet of net floor area
Shopping Center / Big Box	
≤ 100,000 square feet gross leasable	[illegible]ndred (300) square feet for the first ten thousand (10,000) [illegible]per each four hundred (400) square feet thereafter
between 100,001-500,000 sq ft gross leasable ar[illegible]	[illegible]fty (350) square feet for the first ten thousand [illegible]00) squ[illegible]space per each four hundred (400) square feet [illegible]hereafter
> 500,000 sq ft gross leasable area	one (1) space four[illegible]d (400) square feet
Industrial	
Manufacturing	one (1) space per employee on largest shift, plus one (1) visitor space per ten (10) employees
Research and Testing	
Salvage Yard	
Solid Waste Transfer Station	
Warehousing, Distribution, or Flex Tenant	

Sec. 7.03 – ENTRANCE/DRIVE STANDARDS

1) INTENT. The purpose of these entrance and drive standards is to provide for a safe and efficient vehicular and pedestrian transportation system by establishing minimum standards for site entrance drives, driveways, and interior drives.
2) GENERAL ENTRANCE/DRIVE STANDARDS APPLICABLE TO ALL ZONING DISTRICTS.
   a) General Requirements. All driveways and interior drives shall conform to the following design requirements:
      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, and
         (2) Twenty-four (24) feet total if from a residential major subdivision onto any type of street.
         (3) Twelve (12) feet for an individual residential driveway onto a local street and fourteen (14) feet for one and two-family residential driveways onto arterial or collector streets.
      ii) 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*.
(2) Each ingress or egress aisle/driveway shall have a minimum width as identified in *Table 7.1: Parking Dimensions*, dependent on the angle of parking. Each aisle/driveway shall be so designed so as to provide for adequate turning and maneuvering. Each ingress or egress aisle/driveway shall be improved with hard, dust free surface materials (excluding gravel) from the street apron to the entrance of the parking area.
(3) There shall be no more than two (2) access ways providing for ingress or egress on any one street unless for good cause shown and approved by the City Engineer.
(4) Ingress and egress driveways shall not be used to meet the requirements of *Table 7.3: Minimum Parking Space Requirements* as stated in this section and thereby block the reasonable flow of vehicles to parking spaces. Parking arrangements within ingress and egress driveway areas shall be approved by the Planning & Zoning Commission.

iii) Travel Direction. The direction of travel for vehicles using entrances shall be as follows:
(1) All entrances providing access to a public right-of-way from all lots used for nonresidential or multifamily development shall be designed so that vehicles are traveling in a forward direction when entering and leaving.
(2) In no case may any entrance for any use, except residential uses, be designed to require a vehicle to back onto any arterial or collector street.

iv) Shared Entrances and Drives. Shared entrances and drives are encouraged for all uses in all zoning districts, specifically for any multifamily residential or nonresidential uses accessing a Major Collector or Arterial street.
(1) Access Easements. All shared entrances and drives shall be constructed only in appropriate access easements. Easements must be recorded before usage commences.
(2) Required Documentation. A permanent documentation of any shared entrance and drive agreement must be signed by all involved property owners. The permanent written agreement shall include, but is not limited to the following items: maintenance, snow removal, ownership, and liability. The agreement, which can be amended and assigned shall be reviewed and approved by the City Engineer and duly recorded with the County Recorder. Any changes to the agreements must be accomplished with the consent of the Community Development Director. A copy of the agreement shall be retained for the files of the Planning & Zoning Commission. The agreement shall be recorded prior to the issuance of the occupancy permit.

Table 7.5: Parking Lot Entrance Drive Length

Parking Spaces	Distance in Feet
1-39	20
40-99	40
100-300	60
300 or more	60, plus 20 additional for each 500 additional parking spaces

v) Internal Drives. Internal drives may be public or private streets that are part of the hierarchy of travelways in multifamily and commercial subdivisions, providing access to and connecting the main entrance drive, parking lots and outparcels.
   (1) Commercial Area Internal Linkages. All uses located in a commercial zoning district shall provide interior drives that allow access between existing and proposed commercial uses on adjacent properties.
   (2) The internal road minimum width shall be twenty (20) feet for multifamily and nonresidential uses and districts.
   (3) The interior drives may be required to be curbed, provide pedestrian access and landscaping.
   (4) Cross-Access Required. The drives must be designed as a single two-way drive or a pair of one-way drives that provide access between the parking lots and interior drives of all adjoining commercial uses.
   (5) Separation. Interior drives providing cross-access between adjacent parcels shall be separated from the right-of-way of any such street by a minimum distance specified by the City Engineer (based on the vehicle stacking requirements of the entrance(s) to the property from the public street).

vi) Curbs. All entrances and interior drives for property used for purposes other than agriculture, single-family residential, or two-family residential shall generally be completely curbed. Curbing shall not be required if, in the opinion of the City Engineer, the drainage system for the property shall be best served if curbs were not present.

vii) Driveway Separations. Driveway locations shall conform to the requirements for separation in Section 304.4 of the *City of Villa Rica Development Regulations*.

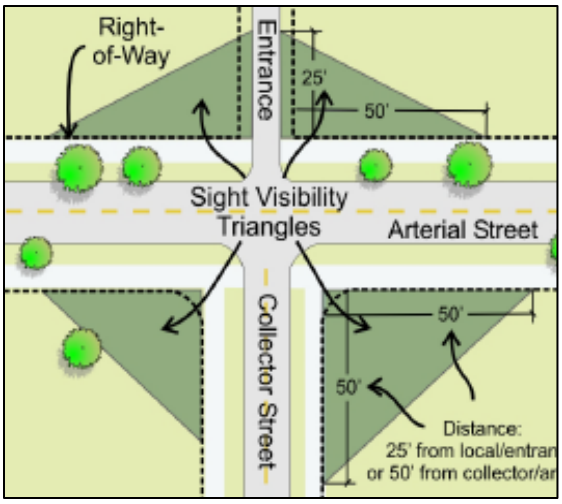
3) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a)ix.*

Sec. 7.04 – SIGHT VISIBILITY

1) Sight Visibility Triangle
   a) All properties, with the exception of those located in the Central Business District (CBD), shall maintain an area (the "sight visibility triangle") at every intersection of an adjoining street with other streets and entrance drives. The sight visibility triangle shall be free of structures, vegetation, signs (other than street signs), fences, and other opaque or partially opaque objects between a height of two (2) and eight (8) feet measured from the nearest top-of-curb (or edge of pavement where curbs are not present).
   b) The Sight Visibility Triangle shall be determined by a diagonal line connecting two points measured twenty-five (25) feet from the intersection of residential or local street / entrance drive lines, and fifty (50) feet from the intersection of arterial or collector street lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. These standards shall not apply to official warning signs or signals necessary to the public safety.

2) Median and Intersection Visibility. No fence, wall, sign, hedge, tree or shrub planting, or other similar item which obstructs sight lines and elevations between two (2) and eight (8) feet above the street shall be placed within any median area within one-hundred (100) feet of an intersection. No walls, rocks, or boulders larger than two (2) feet in any dimension shall be placed in the median.
3) Stop Sign Visibility. No trees shall be planted in any portion of a public street right-of-way within one-hundred fifty (150) feet of a stop sign. Required street tree plantings shall be planted outside of the right-of-way.

Figure 7.2: Sight Visibility Triangle Diagram



Sec. 7.05 – LANDSCAPING STANDARDS

1) PURPOSE. The purpose of this section is to provide minimum standards for landscaping that visually enhances development, defines circulation routes, reduces heat and glare in parking areas, and provides screening between incompatible land uses.
2) APPLICABILITY. This section shall apply to new property development and any expansion of existing legally conforming sites or structures that exceeds thirty-five percent (35%) in conformance with *Section 1.04 – Applicability and Compliance*.
3) GENERAL REQUIREMENT FOR SUBMITTAL. Any property to which this section applies shall submit a landscape plan as part of the Development Plan or Plat review process. Landscape plans shall be prepared and sealed by a professional landscape architect registered in the State of Georgia, unless waived by the Director. The landscape plan shall contain the following information:
   a) Plans shall be prepared on 24”x36” sheets at a scale no less than 1” =50’ to indicate all types of proposed landscaping improvements and shall include the following minimum information:
      i) North arrow and scale.
      ii) The name of applicant/owner.
      iii) The name, address and phone number of the person or firm responsible for the preparation of the plan.
      iv) The dates the plans are submitted and/or revised.
      v) All existing and proposed buildings and other structures, paved areas, planted areas, underground utilities, utility poles, fire hydrants, light standards, signs, fences and other permanent features to be added and/or retained on the site.
      vi) All existing plant material to be removed or retained and all new landscaping materials to be installed.
      vii) All existing and proposed streets, sidewalks, curbs and gutters, railroad tracks, drainage ditches and other public or semi-public improvements within and immediately adjacent to the site.
      viii) All property lines and easements.
      ix) Any other information which is deemed appropriate by the Director.

x) Details shall be shown for the planting of the types of trees, shrubs and ground cover within the buffer yard or landscaped area.

4) APPROVAL.
   a) No site or Development Plan required under this Zoning Ordinance shall receive secondary approval unless a buffer yard and landscape plan has been submitted and approved.
   b) No final approval of the Land Disturbance Permit shall be granted unless the following criteria are fully satisfied with regard to the approved buffer yard and landscape plan:
      i) Such plan has been fully implemented on the site; or
      ii) Such plan, because of seasonal conditions, cannot be implemented immediately, but has been guaranteed by a postponed improvement agreement in accordance with *Subsection 7.05(5)(h) – Assurance of Installation/Completion*.

5) GENERAL LANDSCAPING STANDARDS. Buffer yard and landscape materials shall consist of the following items as indicated below. The proposed landscape materials should complement the form of the existing vegetation, as well as the development's general design and architecture. The cultural conditions (shade, sun, moisture, and location of planted material) should be considered in selecting plant materials.
   a) Maintenance of Landscaping and Buffer yards. All landscape materials shall be installed and maintained according to accepted nursery industry procedures.
      i) The owner of the property shall be responsible for the continued property maintenance of all landscaping materials and buffer yards, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
      ii) All unhealthy or dead plant material shall be replaced within one (1) year, or by the next planting period, whichever comes first.
      iii) Violation of these installation and maintenance provisions shall be grounds for the Community Development department to: fine the owner of the property in violation of the conditions of the Improvement Location Permit; require replacement of the landscape material; or institute legal proceedings to enforce the provisions of this section.
      iv) Landscape materials are intended to grow, spread and mature over time. Landscaping materials used to fulfill requirements of this chapter may not be topped or otherwise treated so as to reduce overall height. Pruning, limbing-up, topping, and other inhibiting measures including removal may only be practiced to insure the public safety or to preserve the relative health of the material involved.
   b) Buffer yard and Landscaping Establishment. Once the landscape plan has been approved by the Planning & Zoning Commission or its designee and established by the owner, it may not be used, disturbed or altered in any way that would decrease its effectiveness for any purpose.
   c) Earthen Mounds. Earth mounds shall be physical barriers that block or screen the view, similar to a hedge, fence or wall. Mounds shall be constructed using approved fill and with a maximum slope of 3:1 (run:rise) and planted with proper and adequate plant materials to prevent erosion. A difference in elevation between areas requiring screening does not constitute an existing earth mound and shall not be considered as fulfilling any screening requirement.
   d) Plant Material. Artificial plants are prohibited. All plant materials shall be living plants and shall meet the following requirements. Plant materials used in conformance with the provisions of

this chapter shall conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations.

e) Ground Cover. Any part or portion of a nonfarm parcel that is not used for structures, loading or parking spaces, sidewalks, etc., shall be landscaped or left in a natural state that complies with the applicable ordinances of the City of Villa Rica. If landscaped, it shall be planted with an all-season ground cover and with trees and shrubs in accordance with the requirements of this Ordinance and in keeping with the natural surroundings.

f) Preservation of Existing Vegetation. Any existing vegetation that is retained, and that meets the species and location requirements of this section, may be counted towards fulfilling the minimum landscaping requirements, subject to the approval of the Community Development Director. No construction activity of any kind shall take place within the area defined by the drip-line of any vegetation that is to be retained and counted as fulfilling these requirements.

i) Protected Trees. Consistent with the expressed purposes of this subsection, all persons shall make reasonable efforts to preserve and retain any existing, healthy, self-supporting trees, referred to as "protected trees." The minimum size of trees to be protected: deciduous trees - six (6) inch caliper; evergreen trees - eight (8) inch caliper; and ornamental trees - two (2) inch caliper. No person shall take out, destroy, cause to be destroyed, move or remove any protected tree in preparation for development activity without first obtaining a Land Disturbance Permit from the Community Development department.

(1) To further encourage the preservation of existing trees, each protected tree that is preserved and is greater than eight (8) inches in caliper may be counted toward the required landscape materials at a rate of two (2) required shade or evergreen trees or four (4) required ornamental trees. Preserved trees may not count toward the caliper inches required for mitigation of any trees removed.

(2) Exemptions. The requirements of this subsection shall be followed except:

(a) During a period of emergency, such as a tornado, ice storm, flood or any other such extreme act of nature;

(b) If the failure to remove a tree would constitute an imminent danger to the environment, property, public health, safety, or welfare due to the hazardous or dangerous condition of such tree;

(c) For necessary tree removal by a public agency or utility company within plotted or dedicated utility easements;

(d) In an area upon which a permanent structure is located or will be located within a lot building area for all zoning districts;

(e) With respect to trees on developed single-family lots;

(f) With respect to trees of less than twelve (12) caliper inches on all lots less than 20,000 sq. ft.;

(g) With respect to dead, substantially injured, diseased or damaged trees;

(h) Government agencies, tree farms, nurseries and agricultural uses shall be exempt from this subsection provided tree removal is consistent with normal and regular business activity.

(3) Requirements for Development Plans. All applications for a Land Disturbance Permit or Development Plan Review that will require removal of protected trees shall include a protected tree plan or indicate on the demolition, grading and landscape plans the following:

(a) A scale map or a plot plan showing the proposed development and noting the location of all protected trees. Tree stands may be outlined giving species and category of trees.

(b) Notations regarding which protected trees are to be removed, replaced, or are requested to be counted toward landscaping requirements.

(c) Methods of protection.

g) Measurement Standards. All new trees required to be planted by this Ordinance shall be measured as follows:

i) All broadleaf / deciduous trees shall be two and one-half (2½) inches in diameter (DBH-Diameter at Breast Height) at the time of planting, measured at six (6) inches above the root ball.

ii) All evergreen conifers shall be four (4) feet in height at the time of planting, measured from the top of the root ball.

iii) All shrubs shall be twenty-four (24) inches in height at the time of planting, measured from ground level.

h) Assurance of Installation/Completion. Plant material used for buffer yards, medians, entrances, ponds, or street or subdivision perimeter landscaping shall be designated as "Common Area" or as a landscape easement on the landscape plan(s), and shall be installed prior to the recording of the plat of the subdivision. A final Certificate of Occupancy shall not be issued until all landscaping shown on the landscape plan has been installed. A temporary Certificate of Occupancy may be issued for the property for a period of up to six (6) months as weather conditions permit landscape installation, provided that the developer shall submit a financial guarantee in the amount of one-hundred twenty-five percent (125%) of the installed cost of landscaping when planting has to be delayed.

i) Bonding. The applicant shall also have the option of posting a bond equal to one-hundred fifty percent (150%) of the material and installation costs identified on the plan if the installation of buffer yard and landscaping materials are to be completed at the end of a project. This bond will permit the City to contract the installation of the approved landscape plan, with the applicant's landscape contractor, at the required "prevailing wage rate" should the applicant fail to install the landscape plan within one (1) complete growing season. The "Prevailing wage rate" is the rate at which the City must pay a contractor to provide services for the City. If the applicant desires bonding, the applicant shall revise the cost annually to account for increases in costs of labor and materials.

j) Utility Easement Conflicts. Required plant material shall be located in areas exclusive of drainage and utility easements and overhead utilities. Plant material shall not be placed in the road/street right-of-way without permission from the City Engineer.

6) PARKING AREA LANDSCAPING

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

b) Perimeter Landscaping for Off-Street Parking Lots adjacent to Residential Uses or Zoning Districts. Parking lots shall be screened adjacent to the residential use or zoning district to a minimum height of four (4) feet in accordance with the appropriate buffer yard as determined by *Table 7.8: Applicable Buffer Yard Types* and *Table 7.9: Buffer Yard Types Description*.

c) Interior Landscaping for Off-Street Parking Areas. Parking areas (including loading, unloading and storage areas) containing more than twenty-five (25) vehicular parking spaces, shall provide interior landscaping in addition to the previously required perimeter landscaping. Interior landscaping may be contained in peninsulas or islands.
   i) Landscaping area. Five percent (5%) of vehicular use area shall be landscaped. However:
      (1) Minimum area. The minimum landscape area permitted shall be one-hundred eighty (180) square feet with trees planted a minimum of four (4) feet from the curb or the edge of the pavement;
      (2) Distribution. The required landscape areas are to be adequately dispersed throughout the off-street parking areas; and
      (3) Ground Cover. Shrubs, ground cover, and other live plant material shall be used to fill the rest of the interior landscaped area.
   ii) Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).
      (1) For proposed parking lots of more than one-hundred (100) parking spaces that exceed the maximum number of permitted spaces (see *Subsection 7.02(26)a* above), the Planning & Zoning Commission may increase the minimum amount of required interior

landscaping by five percent (5%), and may require that the additional paved area be constructed with pervious pavement.

iii) A minimum of one (1) broadleaf/deciduous tree providing shade at maturity shall be provided for every one-hundred eighty (180) square feet of landscaped area. To obtain minimum desired coverage, the maximum spacing between required canopy trees shall be one-hundred (100) feet.

(1) As trees mature, trees shall have a clear trunk to at least five (5) feet above the ground, and the remaining plant material shall be maintained not to exceed three and one-half (3½) feet in height.

iv) Vehicle overhang. Parked vehicles may hang over the interior landscaped area no more than two (2) feet, as long as concrete or other wheel stops are provided to insure no greater overhang or penetration of the landscaped area.

7) RESIDENTIAL LANDSCAPING. Landscaping as stated below shall be required for all single- and multifamily subdivision development, and developments under the horizontal property regime prior to the issuance of a Certificate of Occupancy. Extensions of up to one-hundred twenty (120) days may be granted to take advantage of optimal planting conditions.

a) Major Subdivision Perimeter Landscaping. Landscaping plant material shall be provided on the perimeter of major subdivision development when adjacent to a public right-of-way as follows:

i) A twenty (20) foot wide landscape area adjacent to the road or right-of-way shall be provided. The landscaping shall be designated as "common area" or placed in a landscape easement. All attempts should be made to avoid conflicts with drainage and utility easements that would prevent the installation of landscape materials in accordance with the Ordinance.

ii) Trees shall be provided at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Trees shall be staggered throughout the planting area and no two (2) trees shall be closer than twenty (20) feet. Perimeter plantings shall be a roughly equal mix of deciduous canopy trees and evergreen trees. Up to twenty-five percent (25%) of the trees may be of the ornamental type for color and accent.

iii) Shrubs shall be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Medium to large shrubs are encouraged in the twenty (20) foot wide landscape area.

iv) Calculation. Trees and shrubs shall be prorated and rounded up to the nearest whole number for every foot over the initial one-hundred (100) feet.

v) Planting Pattern. It is suggested that the required trees and shrubs be at least fifty percent (50%) evergreen, planted in clusters or irregular patterns, and shall be combined with perimeter fences, walls, or mounds as detailed below.

b) Subdivision Perimeter Fences / Walls / Mounds. One of the following landscaping options shall be required in addition to the plant material specified above in *Subsection 7.05(7)*.

i) Decorative perimeter fences/walls shall be combined with plant material and shall be constructed of masonry, stone, wood, or decorative metal. Fences/walls constructed of synthetic materials that simulate natural materials will also be considered. Fences/walls shall be at least thirty-six (36) inches in height, but not over seventy-two (72) inches in height.

Transparent (open) or opaque fences/walls may be used. Fencing/walls may only be provided by the developer and only located in the area designated as "common area" or "landscape easement." Landscaping may be placed on the right-of-way side of the fence/wall, outside of the public right-of-way.

ii) Mounds. Mounds shall be combined with plant material, as described above, and may include fencing. Mounds shall be located in an area designated as "Common Area" or "landscape easement." Mounds shall be a minimum of three (3) feet in height. Maximum side slope shall not exceed a three to one (3:1) ratio. Continuous mounds (levee look) are not permitted.

c) Common Area. Where a Common Area is designated on the plat or Development Plan of a residential project, a Property or Homeowner's Association shall be formed and shall be required to provide necessary maintenance to said common areas as per *Subsection 7.13(3)(h).*

d) Individual Lot Landscaping. The minimum landscape package for front and side yards shall be consistent with *Table 7.7: Individual Residential Lot Landscaping* and the following:

i) The minimum number of shrubs required is a total for the side and front yard combined, not for each yard individually.

ii) Lots that have existing trees in the front yard that meet the required minimum shall not be required to plant additional trees. In order for the existing trees to qualify as an existing tree it must be a minimum size of two (2) inch caliper measured six (6) inches above the existing ground elevation at the base of the tree and be part of the finish landscape package upon completion of the residence and the final lot grading.

iii) In addition to the above requirements, landscape packages for corner lots shall include a street side-yard (which shall be defined as the yard fronting the street on the side of the house that does not face the street) plan of one (1) evergreen tree and twelve (12) shrubs.

iv) All trees shall be planted such that upon maturation the branches and limbs shall not interfere with the adjacent property use. Any tree becoming such a nuisance shall be trimmed or cut back to eliminate the nuisance by the property owner.

v) Plant material shall be placed out of the Sight Visibility Triangle at intersections as per *Section 7.04 – Sight Visibility*. There should be a clear visibility zone between thirty-six (36) inches and nine (9) feet maintained by the property owner.

vi) Trees shall not be planted in the right-of-way.

Table 7.7: Individual Residential Lot Landscape

Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

For PUDs, single-family residential developments shall comply with the requirements of the zoning district most closely reflective of the density of development contained in this subsection.

8) STREET TREE PLANTING REQUIREMENT. The following are street tree planting requirements for all districts:
   a) Requirements. Trees along public streets shall be planted in such a manner, type, quality and location as approved by the Planning & Zoning Commission and the same requirement shall apply to all streets with or without undeveloped frontage.
      i) One (1) street tree shall be placed every forty (40) to sixty (60) feet outside of the right-of-way per the City Engineer, but within five (5) feet of the edge of the right of way in order to contribute to the streetscape.
      ii) The tree location is to be at least twenty (20) feet from fire hydrants or utility poles.
      iii) A suitable tree is to be used when planting under or within ten (10) lateral feet of overhead utility wires which will not affect the transmission or service of overhead utility services, subsurface drains, driveways, sidewalks, and underground utilities. Refer to *Table 7.12: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities* for suitable trees.
      iv) The developers shall be required to maintain the trees for one (1) year after the trees are planted and shall replace any tree which dies within such one (1)-year guarantee period. Upon completion of a street planting, the landscape contractor shall contact the Director or his/her designee for a preliminary inspection. The guarantee period shall begin after the approval by the Planning Director. A final inspection shall be made at the end of the guarantee period. All trees not exhibiting a healthy, vigorous growing condition, as determined by the City's inspection, shall be promptly replaced at the expense of the developer.
      v) Replacement Trees. A person who removes, damages or causes to be removed a public tree from tree lawn or other public place shall be required to replace the tree at his or her own expense. The replacement tree shall be a species from *Table 7.13: Trees for Planting on Streets, Highways, and Parking Lots* or *Table 7.14: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities*.
9) RETENTION POND LANDSCAPING. Shrubs and emergent vegetation are encouraged to be planted on pond perimeters. These plants may be exempt from minimum required plant sizes set forth in *Subsection 7.05(5).* The use of this plant material is more desirable than nonnative manicured turf in order to provide color, filter runoff, limit waterfowl, and improve water quality.
   a) Choose plant material that is native to Georgia.
   b) Pond edge seed mixes are available from local suppliers. Pond edge landscaping may also be established from seed.
   c) Maintenance shall be consistent as it may take up to three (3) years to mature.
   d) Plant denser ground covers around outfall and drainage outlets to control erosion and stabilize the ground.
10) WASTE CONTAINERS/ RECYCLING CONTAINERS / SERVICE STRUCTURES SCREENING REQUIREMENTS. WITH the exception of single-family residential districts, no owner, tenant or occupant of any lot in any district may store, place, or keep, or permit to be stored, placed or kept on that lot, any combination of dumpsters, compactors, grease dumpsters or any other waste or garbage containers (hereinafter referred to as "containers"), that exceed a total of one-hundred twenty (120) gallons in

capacity, outside an enclosed building, except for collection purposes as is otherwise permitted in this Ordinance, unless the following conditions are met.

a) The containers shall be located on a concrete pad that is enclosed by a three-sided structure constructed of masonry construction or wood sufficient to provide complete visual screening of the containers to a height of twelve (12) inches above the top of the containers. The unit shall be constructed with materials similar to the principal structure. The structures shall not be located closer than twenty (20) feet from any dwelling on an adjacent residential lot. The structure shall not project into or be located on a front or side yard. It may be located in a rear yard but shall be not less than five (5) feet from any rear or side lot lines. On corner lots the enclosure can sit no closer to the street than the building itself.

b) Any service structure that can be seen from the first floor of a residence or from any street shall be screened. Structures may be grouped together; however, screening height requirements shall be based upon the tallest of the structures. "Service Structures" shall include, but not be limited to: loading docks, propane tanks, dumpsters, electrical transformers, utility vaults which extend above ground, ground-mounted utility equipment and any electrical or other equipment or elements providing service to a building or a site.

   i) Location of screening. There shall be a continuous planting, hedge, fence or wall of earth, having one-hundred percent (100%) opacity, which would enclose any service structure on all sides, unless such structures must be frequently moved or accessed, in which case screening on all but one side is required. The average height of the screening material shall be six (6) feet or one (1) foot greater than the height of the enclosed structure, whichever is greater, but shall not, in any case, be required to exceed ten (10) feet in height.

      (1) Whenever a service structure is located next to a building wall, perimeter landscaping material, or off-street parking area landscaping material, such walls or screening material may fulfill the screening requirement set out in *Subsection 7.05(6)*. Whenever service structures are screened by plant material, such material may count towards the fulfillment of required interior or perimeter landscaping. Whenever a service structure is screened by a wall or fence, such wall or fence shall be constructed of the same materials as the building which it services.

   ii) Curbs to protect screening material. Whenever screening material is placed around any dumpster or waste collection unit which is emptied or removed mechanically on a regularly occurring basis, a curb to contain the placement of the container shall be provided within the screening material on those sides where there is such material. The curbing shall be at least one (1) foot from the material and shall be designed to prevent possible damage to the screening when the container is moved or emptied.

c) If the opening of the unit is in sight of the public right-of-way, it shall be covered by a door constructed of a solid material which shall remain closed when not in use, and it shall be maintained in good condition.

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.

b) Roof-mounted. All roof-top equipment, such as HVAC units, shall be screened from the view of all public streets by parapets, dormers, or other screens. The material of all such screens shall be consistent with the exterior materials used on the facade of the structure.

12) BUFFER YARD REQUIREMENTS. The following requirements shall pertain to buffering a new use from an existing adjacent use or district as described below. The purpose of these buffering and screening standards is to lessen the potential conflicts between the possible uses in one zoning district and those uses in adjacent districts through the use of setbacks and landscaping. The potential degree of conflict between the uses determines the extent of the buffer required.

a) Applicability.

i) Screening areas shall be provided for the purpose of minimizing the friction between incompatible land uses and improving the aesthetic and functional quality of new development;

ii) Where vegetative and/or topographic conditions that provide a natural screening and buffer exist prior to development of properties in question, every effort shall be made to retain such conditions. In such cases, additional screening may not be required, provided that provision is made for maintenance of such areas; and

iii) The Planning & Zoning Commission may waive the requirement for a wall, fence or greenbelt if equivalent screening is provided by existing or planned parks, parkways, and recreation areas or by topography or other natural conditions.

b) Buffer Yard Standards. The buffer yard standards only apply along the property lines where the two dissimilar uses or zoning classifications meet as specified in *Table 7.8: Applicable Buffer Yard Types*. The required buffer yards shall be installed despite the presence of streets, alleys, and other features. Existing mature vegetation may be credited towards required buffering. When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per *Table 7.9: Buffer Yard Types Description* for Buffer Yard Type 2 shall apply.

i) Responsibility. The developer or owner of the property being developed or otherwise changed in use is responsible for installing the buffer yard at the time of that development

or change. The adjacent property owner shall not have to participate in installing the buffer yard.

ii) Buffer Yard Location. All required buffer yard areas shall be provided entirely on the subject property and shall be in addition to setbacks required by this Ordinance.

iii) Planting Location. Required buffer yard trees may be placed either at regular intervals or in irregular patterns representing a natural landscape. However, no two (2) buffer yard trees (excluding evergreen trees) shall be placed closer than twenty (20) feet to one another. No buffer yard or required landscape materials shall be placed within any easement, right-of-way, or septic field.

iv) Tree Size. All broadleaf / deciduous trees must have at least a two and one-half (2½) inch caliper measured at six (6) inches above the top of the rootball, and all evergreen conifers must be a minimum of four (4) feet in height measured from the top of the rootball when planted.

v) Ground Cover. All portions of the buffer yard not planted with trees, shrubs or other landscaped materials shall be covered with grass or other ground-covering vegetation. Landscaping stone or other non-vegetative surfaces may not be substituted for ground-covering vegetation unless otherwise approved by the Director.

vi) Application. No landscaping required by this section may be used to satisfy the minimum requirements of any other provisions of this Ordinance unless approved by the Director.

vii) Maintenance. All landscape materials must be properly maintained, and kept in a neat and orderly appearance, free from all debris and refuse.

(1) All plant material which is unhealthy or dead, in the opinion of the Community Development Director, shall be replaced by the end of the next spring or fall planting season.

(2) Landscape materials are intended to grow, spread and mature over time. Pruning, limbing-up, topping and other growth-inhibiting measures may only be used to ensure the public safety and/or health of the vegetation.

c) Buffer Yard Widths. The buffer yard requirement shall not be included as part of the minimum setback requirements unless approved by the Director. Plant material shall be selected from *Tables 7.13 - 7.20* unless approved by the Director.

13) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix.*

Table 7.8: Applicable Buffer Yard Types

		New Residential Development						New Commercial Development					New Industrial Development	
		AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Existing Residential	AG	-	1	1	2	3	3	3	3	3	4	3	4	4
	R1		-	1	2	3	3	3	3	3	4	3	4	4
	R2			-	1	2	3	3	3	3	4	3	4	4
	SFA				-	1	2	3	3	3	3	3	4	4
	MF1					-	1	2	2	2	3	2	3	4
	MF2						-	2	2	2	3	2	3	4
Existing Commercial	CBD							-	1	1	1	1	3	4
	CMU								-	1	1	1	3	4
	C1									-	1	1	2	4
	C2										-	1	2	4
	OMI											-	2	4
Existing Industrial	I1												-	3
	I2													-

\- When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per Table 7.7: Buffer Yard Types Description for Buffer Yard Type 2 shall apply.

Table 7.9: Buffer Yard Types Description			
Type 1	Buffer width - Ten (10) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 3.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 2.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least fifty percent (50%) of the unit value shall be derived from deciduous shade trees (overstory).	**Type 3**	Buffer width - Thirty (30) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least ten percent (10%) of the unit value shall be derived from Deciduous Shade Trees (overstory) or deciduous ornamental trees (understory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds shall be incorporated into the buffer yard design.
Type 2	Buffer width - Twenty (20) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 4.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 3.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least twenty-five percent (25%) of the unit value shall be derived from deciduous shade trees (overstory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds are encouraged to gain additional height.	**Type 4**	Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.

Table 7.10: Unit Value of Landscape Material	
Time of Planting	**Value**
Diciduous Tree (Overstory) (2 1/2" caliper)	0.75
Evergreen Tree (9' tall)	0.75
Deciduous Ornamental Tree (Understory) (1 1/2" caliper)	0.50
Evergreen Tree (4' tall)	0.50
Evergreen Shrub - Narrow Spread (4" tall)	0.25
Hedge Plant (24" - 30" tall)	0.05
Earthen Mound (3' tall)	0.50
Earthen Mound (6' tall)	1.00
Earthen Mound (9' tall)	1.50

Sec. 7.06 – TREE CONSERVATION

1) TREE DENSITY REQUIREMENTS
   a) Use of tree units. The landscaping requirements of this Article regarding the preservation or planting of trees is expressed in terms of "tree units" rather than the number of trees or tree canopy. This approach provides the applicant with wide latitude of choice as to the number and

sizes of trees to be planted, and their distribution following aesthetic landscaping practices, while achieving a common standard on all properties.

b) Establishment of tree unit values. The diameter of a tree's trunk establishes the "tree unit" value of an existing tree, as shown on *Table 7.10: Unit Value of Landscape Material*, or for a newly planted tree as shown on *Table 7.11: Tree Units for Existing Trees*.

i) The values assigned to trees of the same size are different for existing and new trees, as indicated in the table. One "unit" is not the same as one "tree."

ii) Actual tree diameters or calipers are to be rounded to the nearest whole number for the calculation of tree unit values (e.g., 4.5 inches in diameter = 5 inches).

Table 7.11: Tree Units for Existing Trees

Tree Diameter	Tree Units	Tree Diameter	Tree Units
2	0.0	21	4.8
3	0.0	22	5.0
4	0.6	23	5.2
5	0.8	24	5.4
6	1.0	25	5.6
7	1.2	26	5.8
8	1.3	27	6.0
9	1.5	28	6.2
10	1.7	29	6.4
11	1.9	30	6.6
12	2.1	31	7.2
13	2.3	32	7.8
14	3.0	33	8.4
15	3.3	34	9.0
18	4.2	37 or greater	12.0 + 1.0 each inch
Note: Minimum DBH to receive credit for existing tree is 4 inches.			

Table 7.12: Tree Units for New (Replacement) Trees

Tree Diameter	Tree Units	Tree Diameter	Tree Units
Seedlings	0.0	9	1.3
1	0.0	10	1.5
2	0.3	11	1.7
3	0.4	12	1.9
4	0.5	13	2.2
5	0.6	14	2.5
6	0.7	15	2.8
7	0.9	16	3.1
8	1.1	17+	3.5 + 0.5 for each

c) Tree unit values for specimen trees or tree stands.

i) Specimen trees and specimen tree stands; defined.

Specimen Tree means any tree which qualifies for special consideration for preservation due to size, type and condition, as follows:

(1) Any tree in fair or better condition which equals or exceeds the following Diameter at Breast Height (DBH) sizes:
   (a) 28-inch DBH—Overstory hardwoods such as oaks, hickories, yellow poplars, sweetgums, etc.
   (b) 12inch DBH—Understory small trees such as dogwoods, redbuds, sourwoods, etc.
   (c) 30-inch DBH - Pine trees (all species
(2) A tree in fair or better condition must meet the following minimum standards:
   (a) A life expectancy of greater than fifteen (15) years.
   (b) A structurally sound trunk, not hollow and having no extensive decay, and less than 20 percent radial trunk dieback.
   (c) No more than one major and several minor dead limbs (hardwoods only).
   (d) No major insect or pathological problem.
(3) A lesser sized tree can be considered a specimen tree if it is a rare or unusual species, of exceptional or unique quality, or of historical significance, subject to approval of the Community Development Director or their designee.
(4) A lesser size tree can be considered a specimen tree if it is specifically used by a builder, developer, or design professional as a focal point in a landscape project, subject to approval of the Community Development Director or their designee.

Specimen Tree Stand means a contiguous grouping of trees which has been determined to be of high value in the opinion of the Community Development Director or their designee. Determination is based upon the following criteria:

1) A relatively mature, even-aged stand.
2) A stand with purity of species composition or of a rare or unusual nature.
3) A stand of historical significance.
4) A stand with exceptional aesthetic quality.

ii) The tree unit values shown in *Table 7.10: Tree Units for Existing Trees*, may be increased by 100% for an existing tree that meets the definition of a "specimen tree" or for a "specimen tree stand" as defined herein, provided that extraordinary measures as needed are taken to protect the tree and assure its survival. Such measures may include but are not limited to the provision of tree wells, retaining walls, aeration, or supplementary irrigation, as applicable to the site of the tree and as approved by the Director.

2) TREE DENSITY STANDARDS

a) Tree Retention. On each property for which a Tree Preservation and/or Replacement Plan is required, existing trees shall be retained and new trees shall be planted such that the property shall attain or exceed a Tree Density Standard as follows:
   i) Residential – Sixteen (16) Tree Density Units per acre,
   ii) Office/Commercial/Mixed-use – Sixteen (16) Tree Density Units per acre,
   iii) Industrial – Sixteen (16) Tree Density Units per acre.

b) Distribution. Trees, both existing and new, shall be reasonably distributed throughout the site, with emphasis on tree groupings to achieve aesthetic results following professional landscaping standards. Trees, including street trees, may be retained or planted for credit within a public street right-of-way.

c) Trees in Stream Buffer. Trees located in a stream buffer may be counted toward fulfilling the Tree Density Standard provided the acreage within the stream buffer is included in the calculations used to fulfill the Tree Density Standard.

d) Easement Exclusion. Properties possessing natural gas, petroleum or electric power transmission easements, or major sanitary sewer main (greater than 8 inches in diameter) or water main (greater than 16 inches in diameter) distribution easements, may exclude the land area contained in the easement from the total acreage of the property in fulfilling the Tree Density Standard provided that no improvements (e.g. parking lots, tennis courts, driveways, greenways, storm water detention facilities, etc.) are proposed within the easement. If any improvements are proposed within the easement, then the land area so used within the easement for the improvements, plus an additional 10-feet of land area surrounding the improvements, shall be included in the total acreage of the property to fulfill the Tree Density Standard.

e) Lake and Pond Exclusion**.** Properties with a lake or pond may exclude the land area contained in the lake or pond from the total acreage of the property in fulfilling the Tree Density Standard.

3) TREE DENSITY STANDARD CALCULATION

The Tree Density Standard shall be calculated by summing the credits and dividing the sum by the total acreage of the project included within the limits of the permit application. For parcels larger than ten (10) acres, where more than sixty (60%) percent of the total lot area is being disturbed, the Community Development Director can authorize a collection of sample areas to assess the tree density threshold for a particular development or parcel. One 50'x50' sample area may be required for every three (3) acres of disturbed land, and must be demarcated, inspected, and approved by the Director as being a representative sample.

4) QUALIFIED TREE AND BUSH SPECIES TABLES

a) The City Council shall maintain a list of tree species approved for conservation and planting within the city as well as those not recommended. The list shall be known as the city's Community Tree Species list, included as *Tables 7.13 through 7.20* of this chapter. The tree species list includes the mature size category of each species, notations on which species may be planted beneath utility lines, and other species characteristics.

b) The list is maintained by the City Council and may change without notice to incorporate results of research and experience with individual species and is available from the Community Development Department.

5) PERMEABLE SURFACES UNDER TREE DRIPLINES

The minimum permeable surface area requirements under tree driplines are as follows.

a) For conserved trees in residential zones no more than twenty (20%) percent of the dripline can be encroached upon by impermeable surfaces provided the remaining area is mulched.

b) For planted trees in all zones the amount of permeable surface area required shall be based upon the mature tree size category on the Community Tree Species List, found in *Tables 7.13 to 7.20*, as follows:

i) Large trees: 640 square feet;

ii) Medium trees: 360 square feet;
iii) Small trees: 160 square feet.

c) For planted trees the dripline shall be mulched.

6) TREE PROTECTION

a) Conserved trees. All conserved trees shall be actively protected during the development process and passively protected throughout the life of the development. The entire tree, including the crown, trunk, and roots, and the critical root zone, shall be protected.

b) Minimum tree protection measures. Active tree protection shall consist of, at a minimum, establishing a tree protection zone around each tree or grouping of trees by the installation of fencing at the outer edge of the dripline or Critical root zone, whichever is greater. Minimum tree protection measures for boundary trees, existing on adjacent properties, whose critical root zones extend onto the project site is mandatory.

i) No more than twenty-five (25) percent of a boundary tree's mature crown or one-third (1/3rd) of a young tree's canopy shall be removed in one season.
ii) Pruning of conserved trees should only be done by an ISA (International Society of Arboriculture) certified arborist.
iii) Tree protection fencing and tree protection area signs shall be installed after the issuance of a disturbance Permit and prior to any land disturbance activity or building activity.
(1) Tree protection fencing shall be four feet high, made of orange high-visibility polypropylene, and erected with sturdy wooden or metal posts around the tree protection zone. A heritage tree, or a significant species tree, as determined by the Director, may require increased protection. Methods and extent of increased protection will be as directed by the Director.
(2) Signs shall be fabricated out of a sturdy material, shall be waterproof, and contain the following legible text in English and Spanish: "TREE PROTECTION AREA, ENTRY PROHIBITED." The signs shall be a minimum of 8.5 × 11 inches, shall be placed on a sturdy post a minimum of thirty (30) inches off the ground, and shall be spaced a maximum of 50 feet apart.
(3) Tree protection fencing and signage shall remain in good condition throughout the development and construction processes, and shall only be removed after the final plat approval or a certificate of occupancy has been issued.
iv) Encroachment into the tree protection area shall result in the loss of Tree Density Unit credit for preserved trees.
v) The critical root zone within the tree protection area shall be mulched with a minimum of three inches and not more than five inches of organic mulch such as pine straw, wood chips, tree leaves, or compost, for a minimum of three years, or prior to issuance of the final certificate of occupancy for the project, whichever occurs last.
vi) The Community Development Director or their designee may require the installation of additional tree protection measures to insure survivability of conserved trees.

c) Prohibited activities. Within the tree protection areas, without proper authorization or permit the following activities shall be prohibited:

i) Vehicle traffic or parking;
ii) Materials or equipment storage;
iii) Soil disturbance;

iv) Soil excavation;
v) Removal of topsoil;
vi) Trenching;
vii) Soil fill;
viii) Change in soil pH;
ix) Change in soil drainage;
x) Equipment washouts or disposal (including concrete);
xi) Fires;
xii) Chemical or trash disposal;
xiii) Other activities harmful to the trees as determined by the Community Development Director or their designee;
xiv) Encroachment into tree save area; and
xv) Destruction or removal of trees.

d) Planted trees. All planted trees shall be actively protected during the development process and passively protected throughout the life of the development. The entire tree, including the crown, trunk, and roots, and the critical root zone, shall be protected.

e) Existing trees in construction zones. All trees that are outside the formal tree protection zone(s) as outlined in the Tree Protection and Replacement Plan and are equal to or greater than twelve (12) inches DBH, and are in areas where construction will occur inside the crown of the tree shall be required to have an enhanced protection program. In order to maximize the ability of the selected trees to survive construction the proposed program will include the following steps.
   i) The tree will be surveyed and located with the species and DBH noted and approximate crown diameter shown.
   ii) Prior to the beginning of construction activities, the trees shall be inspected by a City Approved Arborist to determine their overall condition and ability to withstand construction activity around them.
   iii) Should the City Approved Arborist determine that with a proper protection plan the tree would survive the construction activity the Arborist shall prepare a care plan for the tree. The plan may involve elements such as crown pruning, fertilization, irrigation, root pruning or other activities.
   iv) The Contractor will be required to implement the Arborist's protection plan and to maintain the necessary activities to protect the tree until such time as the site construction is completed and accepted for maintenance by the property owner. The City Approved Arborist shall submit bi-weekly reports to the Contractor and the Department of Community Development during the construction process.
   v) The owner of the property shall receive a twenty (20%) percent bonus credit for canopy coverage for all trees that are under the enhanced protection program.
   vi) No land disturbing activity or construction activity, including, but not limited to, grading, digging, soil disturbance or other activity within the critical root zone of any boundary tree, is permitted that will deprive the boundary tree of continued viability as determined by a certified arborist.

vii) The following parameters shall be followed when determining boundary tree viability interference:
   (1) CRZ/TPZ nineteen (19%) percent or less impact and protected by tree protection, no arboricultural prescription required.
   (2) CRZ/TPZ twenty (20%) percent — thirty-three (33%) percent impact but protected by tree protection (no structural root plate impact) provide arboricultural prescription with a plan for review by the city.
   (3) CRZ/TPZ twenty (20%) percent — thirty-three (33%) percent impact and structural root plate has impact/not protected.

viii) The builder/developer/construction site property owner must submit a boundary tree agreement signed by the tree owner/co-owner and notarized giving permission for the tree that has construction impact to be treated or removed (see Community Development Department for the city boundary tree agreement). The minimum time length of the boundary tree agreement shall be three (3) years. The receipt for the paid arboricultural prescription and signed agreement will need to be submitted with the plans for review.
   (1) The builder/developer/construction site owner must make at least three attempts to contact the owner of the boundary tree to enact a boundary tree agreement. The first two attempts may be in person or via telephone. The third attempt must be in the form of a written letter sent certified, return receipt requested to the property owner's address of record in the Carroll or Douglas County Tax Database. If there is no response to any of the attempts, the builder/developer/construction site owner shall provide evidence to the city of the attempts at contact in addition to the arboriculture prescription for the affected tree.
   (2) If no boundary tree agreement is reached, the affected tree shall not be removed but shall be protected during development based on this chapter and in accordance with the arboriculture prescription.
   (3) A boundary tree bond or escrow account may be required based on the arboricultural prescription depending on the impact to a boundary tree covered under a boundary tree agreement.
   (4) A boundary tree bond or escrow account shall be required where a boundary tree agreement cannot be reached.
   (5) A boundary tree bond or escrow shall be one-hundred and twenty-five (125%) percent of the cost of removal and replacement of the tree(s) affected and will be held for three years by the city. The property owner of the affected tree(s) may apply to the city for the escrow funds to remove and replace the tree(s) during the three-year escrow period. If the boundary tree(s) is/are deemed healthy at the end of the three-year period by an Arborist, the developer may apply to the City for a refund of the original amount of escrow.
   (6) The site/landscape plans cannot be approved without signed boundary tree agreement(s) or proof of attempts to contact the boundary tree owner in an attempt to reach a boundary tree agreement in addition to an arboriculture prescription where needed.

7) SEASONAL PLANTING.

Final plat approval or a certificate of occupancy may be issued prior to the establishment of trees planned to meet the tree canopy cover requirements, if the Community Development Director or their designee

determines that the season is inappropriate for planting. In such cases the trees shall be planted by the last day of February following the date of issuance of the certificate of occupancy or final plat approval. If they have not been planted by the last day of February following the issuance of the certificate of occupancy or final plat approval, the permit holder shall be considered to be in violation of the provisions of this article.

8) TREE BANK

The intent of the requirements of this Section is to ensure that a minimum number of trees are replaced and/ or preserved on newly developed or redeveloped sites. The Tree Bank is an alternative option and may be used only in the event the site tree density or recompense tree requirement cannot be met on-site due to hardship. Hardship must be documented by the developer and presented to the Director before the Tree Bank may be used. The Tree Bank provides two options, which are described in full below.

a) Option One, Planting Trees Off-site.
   i) Install an equal amount of required Tree Density Units in the form of an approved number of trees on an alternate site. In this case the following criteria shall be observed:
   ii) The technical Advisory Committee has identified alternate "Option One" sites. The Villa Rica Community Development Department has contacted the owners of these sites and these owners have expressed an interest in receiving trees from the Tree Bank. Persons wishing to use Option One should consult with the Zoning Administrator to see if their required tree density units can be located on one of these alternate sites. The developer may present the Zoning Administrator with alternate sites. Planting on individual residential lots is prohibited.
   iii) The developer shall submit a Tree Preservation and/or Tree Replacement Plan showing a location for the planted trees on the proposed site. The developer shall also provide calculations on the plan for tree density or recompense trees from the developed site. The site plan shall state the size, genus, species, and quantity of trees to be planted. Each tree must be two (2) caliper inches at a minimum. For trees in which double recompense is required each tree must be three (3) caliper inches at a minimum. Recompense calculations must be shown on plan.
   iv) If the proposed site is not one of the alternate sites, discussed above, an authorization from the title holder of the site indicating that the owner agrees to the planting of trees by the developer upon the site shall also be submitted along with the Tree Preservation and/or Tree Replacement Plan.
   v) Trees are to be maintained and guaranteed for one full year after planting by the developer. Any trees that die during the one-year time period must be replaced by the developer. Standards for transplanting shall be in keeping with those established by the International Society of Arboriculture, as included in the "Tree and Shrub Transplanting Manual," latest edition.

b) Option Two, Monetary Compensation for Trees.
   i) A developer may choose to provide the City with monetary compensation for trees. If this alternative for the development is chosen, then the following criteria shall be observed:
   ii) Provide tree density calculations on the Tree Preservation and/or Tree Replacement Plan. Show the total amount of Tree Density Units that cannot be met on-site.
   iii) Multiply the Tree Density Units that cannot be met on-site by the Monetary Compensation Value. The product of those two numbers shall be provided on the Tree Preservation and/or

Tree Replacement Plan. Contact City approved certified arborist or landscape architect for the current Monetary Compensation Value.

iv) Provide a certified check made payable to the City of Villa Rica in the amount of the product as listed in item ii. above and as provided on the Tree Preservation and/or Tree Replacement Plan. Submit the certified check to a Community Development Director or designee along with a copy of the approved Tree Preservation and/or Tree Replacement Plan.

v) The monies collected for the Tree Bank Option Two may be used by the City for the planting of trees at parks, greenways, fire stations, libraries, and other similar community facilities. Alternate planting locations may be approved by the Director.

c) Standards for Administering these Alternative Compliance Methods.

i) The Director must review and approve all requests for alternative compliance. In no instance shall the alternative compliance options be used to comply with any other ordinance requirement than the tree density or specimen tree requirement. The site development permit shall be issued after the Director has approved the request for either compliance option and received the necessary documentation and funds.

d) Exclusions.

i) Trees used to meet requirements for parking lots, landscape strips, street frontage buffers, or buffer replanting must be planted on site and are excluded from the Tree Bank procedures. Trees that are required to meet minimum Tree Density Units and/or recompense requirements can be contributed toward the Tree Bank in accordance with Option One or Option Two above.

Sec. 7.07 – REDEVELOPMENT SITES

1) For redeveloped sites the Department of Planning and Development strongly recommends the developer, authorized registered professionals, design professionals and staff schedule a pre-submittal meeting with the department to discuss the potential of the site and any issues that may be present on the site. **For the purposes of this chapter, a redeveloped site shall be considered any site that is not considered "developed" as defined within this ordinance.**
2) Redeveloped sites shall comply with the buffer and specimen tree requirements as set forth in this ordinance and provide compliance with parking lot, landscape strip and Tree Density Unit requirements.
3) Where the scope of a project results in disturbance, removal, and replacement of twenty-five percent (≤25%) percent or greater of the site area, a Tree Preservation and/or Tree Replacement Plan is required. The plan shall include the existing and proposed landscape conditions that verify compliance with this ordinance.
   a) At a minimum the plan must show the following existing and proposed elements with intent to comply:
      i) Buffers.
      ii) Landscape strips.
      iii) Parking lot trees.
      iv) Tree Density Units.
      v) Tree Save Areas.
   b) Director shall review the proposed Tree Preservation and/or Tree Replacement Plan.

4) Disturbance on a redevelopment site shall include a building replacement where the footprint of the building counts toward the site disturbance.

Sec. 7.08 – TREE CONSERVATION, BUFFERS, AND LANDSCAPING COMPLIANCE

1) Tree Removal.
   a) An application for a tree removal permit when land disturbing activity is involved shall comply with the following requirements.
      i) Site inspections
         (1) Authority.
            (a) The Community Development Director or their designee has the authority to perform site inspections and enforce the provisions of this chapter.
         (2) Visits to site for discussions regarding regulations.
            (a) Prior to the issuance of a tree removal permit or right-of-way encroachment permit, a visit shall be made to the proposed site by the Community Development Director or their designee and the applicant for the purpose of discussing the provisions of this chapter.
            (b) After a permit is issued and tree protection measures have been installed, and prior to any land disturbance, another site inspection shall be made by the Community Development Director or their designee.
            (c) Another site inspection shall occur prior to the issuance of final plat approval or a certificate of occupancy. All provisions of this chapter shall be met before final plat approval or a certificate of occupancy can be issued.
            (d) Other site inspections may take place without notice at any time prior to or after the issuance of a certificate of occupancy or final plat approval to ensure continuing compliance with the provisions of this chapter.
         (3) Access by authorized representatives.
            (a) No person, corporation or association shall refuse entry or access to any authorized representative or agent of the Community Development Director or their designee who requests entry for the purposes of inspection and who presents appropriate credentials, nor shall any person obstruct, hamper, or interfere with any such representative while in the process of carrying out their official duties.
2) Tree maintenance
   a) The owner shall be responsible for maintaining the health of all conserved and new trees. The owner shall replace any new tree that dies within three years, or prior to issuance of the final certificate of occupancy for the project, whichever occurs last.
3) Penalties
   a) Failure to obtain permit
      i) If any person commences any land disturbing activity, tree destruction, tree cutting, tree removal or building activity requiring a tree removal permit without first obtaining said permit, the person shall be deemed to be in violation of the provisions of this chapter.
   b) Violations
      i) The owner of any property wherein a violation exists, and any builder, contractor, or agent who may have assisted in the commission of any such violation, may be chargeable with separate offenses for each such violation. Any person violating any of the provisions of this

chapter other than as hereinabove provided shall, upon conviction, be punished as prescribed in subsection (e) of this section. Each day during which such violation occurs or continues shall constitute and be punishable as a separate offense.

c) Stop work orders
   i) A stop work order may be issued by the Community Development Director or their designee for violation of any provision of this chapter. All stop work orders shall be effective immediately upon issuance and shall remain in effect until the necessary corrective action or mitigation has occurred and permission has been granted by the city to resume work. No certificate of occupancy or final plat approval shall be issued while a stop work order is in effect or until an assessed fine has been paid and permission has been granted by the city in writing for a certificate of occupancy or final plat approval.

d) Responsibility
   i) The Community Development Director, or their designee is responsible for determining whether a violation has occurred. Violations may include, but are not limited to: failure to obtain a tree removal permit, deviation from the approved plan; failure to properly install tree protection structures; failure to maintain tree protection structures in effective condition; evidence of harmful activities occurring within the tree protection zone; improper planting; failure to conserve or establish the required tree canopy cover; unauthorized delay in tree planting; damage to a conserved or established tree's crown, trunk, roots, or critical root zone; and damage to a city tree's crown, trunk, roots, or critical root zone.

e) Monetary penalties
   i) Any person who violates any provision of this chapter, any permit condition, or who negligently or intentionally fails or refuses to comply with any order, notice of code violation or formal charge of violation which the Community Development Director or their designee issues as provided in this chapter shall be liable for a penalty of up to one-thousand ($1,000.00) dollars per day for each violation of the provisions of this chapter. Each day that such failure or refusal continues shall constitute a separate violation.

Figure 7.3: Recommended Tree Type and Placement

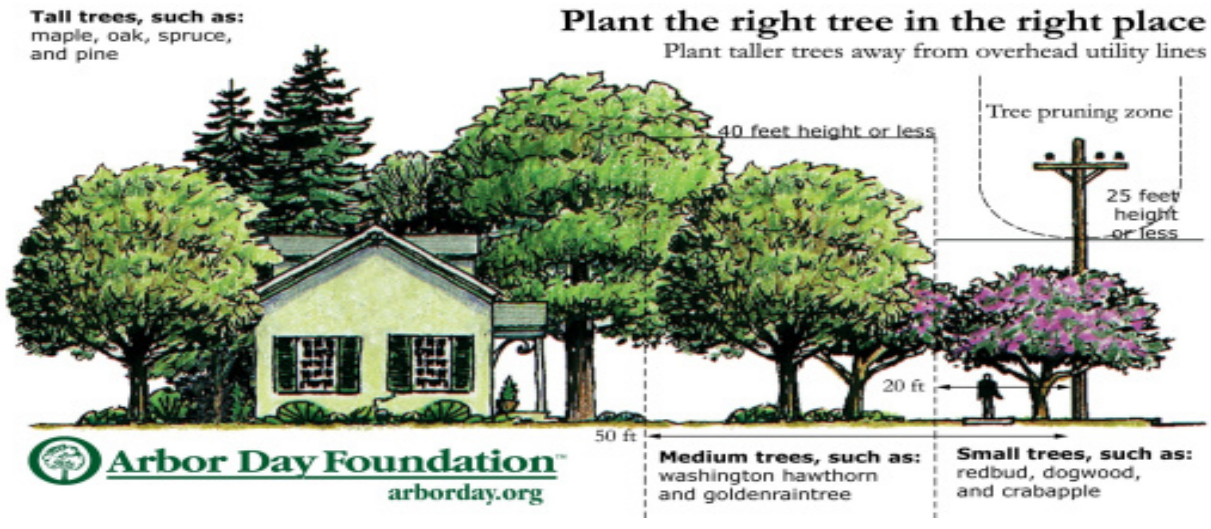


Table 7.13: Trees for Planting on Streets, Highways, and Parking Lots (generally with high canopies, shade producing, hardy)				
Botanic Name	**Common Name**	**Type**	**Mature Height**	**Tree Category**
Acer campestre	Hedge Maple	D	30'-40'	Ornamental
Acer Freemanii	Freeman Maple	D	50'-60'	Shade
Acer rubrum	Red Maple	D	40'-60'	Shade
Acer saccharum	Sugar Maple	D	50'-70'	Shade
Carpinus betulas 'Fastigiata'	Upright European Hornbeam	D	30'-40'	Shade
Carpinus caroliniana	American Hornbeam	D	25'-30'	Ornamental
Crataegus phaenopyrum	Washington Hawthorn	D	25'-30'	Ornamental
Gingko biloba (male only)	Gingko	D	40'-60'	Ornamental
Gleditsia triacanthos inermis	Thornless Honeylocust	D	30'-60'	Shade
Gleditsia triacanthos 'Imperial	Imperial Honeylocust	D	30'-60'	Shade
Koelreuteria paniculata	Golden Rain Tree	D	30'-40'	Shade
Liquidamber styraciflua	American Sweet Gum	D	40'-60'	Ornamental
Liriodendron tulipifera	Tulip Tree	D	70'-80'	Shade
Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	D	70-85'	Shade
Pyrus calleryana 'Aristocrat'	Aristocrat Pear	D	35'-45'	Shade
Quercus alba	White Oak D 60'-80' Shade	D	60'-80'	Shade
Quercus bicolor	Swamp White Oak	D	40'-50'	Shade
Quercus coccinea	Scarlet Oak	D	60'-80'	Shade
Quercus palustris	Pin Oak	D	50'-80'	Shade
Quercus phellos	Willow Oak	D	50'-70'	Shade
Quercus robur	English Oak	D	50'-70'	Shade
Quercus rubra	Red Oak	D	40'-60'	Shade
Sorbus alnifolia	Korean Mountain Ash	D	20'-30'	Ornamental
Sorbus 'Aria'	White Beam Mountain Ash	D	25'-40'	Ornamental
Taxodium distichum	Bald Cypress	D	50'-100'	Shade
Tillia americana Basswood	Basswood Linden	D	40'-60'	Shade
Tillia cordata 'Green Spine'	Little-Leaf Linden	D	40'-50'	Shade
Tillia tomentosa	Silver Linden	D	40'-50'	Shade
Zelkova serrata 'Village Green'	Village Green Zelkova	D	40'-60'	Shade
D = Deciduous E = Evergreen Note: Several varieties of each species may be available and may substituted upon approval by the Director.				

Table 7.14: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities				
Botanic Name	**Common Name**	**Type**	**Mature Height**	**Tree Category**
Acer campestre	Hedge Maple	D	30'-40'	Ornamental
Carpinus caroliniana	American Hornbeam	D	25'-30'	Ornamental
Cercis canadensis	Eastern Redbud	D	20'-25'	Ornamental
Crataegus crus-galli	Cockspur Hawthorn	D	15'-25'	Ornamental
Crataegus phaenopyrum	Washington Hawthorn	D	20'-25'	Ornamental
Malus hybrids	Flowering Crabapple	D	15'-30'	Ornamental
Prunus 'Newport'	Newport Plum	D	15'-20'	Ornamental
Prunus maackii	Amur Chokecherry	D	25'-30'	Ornamental
Prunus virginiana	Chokecherry	D	20'-25'	Ornamental
Sorbus alnifolia	Korean Mountain Ash	D	20'-30'	Ornamental
Sorbus "Aria"	White Beam Mountain Ash	D	25'-40'	Ornamental
D = Deciduous E = Evergreen				

Table 7.15: Ornamental Trees for Use in Site Interior or Buffer				
Botanic Name	**Common Name**	**Type**	**Mature Height**	**Tree Category**
Acer ginalla	Amur Maple	D	15'-20'	Ornamental
Acer griseum	Paperbark Maple	D	20'-30'	Ornamental
Acer palmatum	Japanese Maple	D	15'-20'	Ornamental
Amelanchier canadansis	Juneberry	D	30'-35'	Ornamental
Amelanchier grandifloria	Apple Serviceberry	D	25'-30'	Ornamental
Amelanchier laevis	Allegheny Serviceberry	D	25'-30'	Ornamental
Betula nigra	River Birch	D	40'-60'	Ornamental
Betula papyrifera	Paper Birch	D	40'-60'	Ornamental
Cercidyphyllum japonicum	Katsura Tree	D	25'-40'	Ornamental
Cercis Canadensis	Eastern Redbud	D	20'-30'	Ornamental
Cornus kousa	Japanese Dogwood	D	20'-25'	Ornamental
Cotinus coggyria	Smoke Tree	D	15'-20'	Ornamental
Magnolia loebneri	Magnolia	D	12'-15'	Ornamental
Magnolia soulangiana	Saucer Magnolia	D	15'-20'	Ornamental
Magnolia stellata	Star Magnolia	D	10'-15'	Ornamental
Prunus sargentii 'Columnaris'	Columnar Sargent Cherry	D	25'-30'	Ornamental
Prunus serrulata	Oriental Cherry	D	15'-25'	Ornamental
Prunus virginiana	Canada Red Select Cherry	D	20'-25'	Ornamental
Salix matsudana 'Tortuosa'	Corkscrew Willow	D	25'-30'	Ornamental
D = Decidu+A36:E74ous E = Evergreen				

Table 7.16: Evergreen Trees for Use in Site Interior or Buffer				
Botanic Name	**Common Name**	**Type**	**Mature Height**	**Tree Category**
Abies Concolor	White Fir	E	30'-50'	Evergreen
~~Cupressocyparis Leylandii~~	~~Leyland Cypress~~	~~E~~	~~60'-70'~~	~~Evergreen~~
Picea abies	Norway Spruce	E	50'-60'	Evergreen
Picea glauca densata	Black Hills Spruce	E	50'-60'	Evergreen
Picea omorika	Serbian Spruce	E	50'-60	Evergreen
Picea pungens	Colorado Spruce	E	60'-75'	Evergreen
Picea pungens 'Glauca'	Colorada Blue Spruce	E	60'-75'	Evergreen
Pinus nigra	Austrian Pine	E	30'-60'	Evergreen
Pinus ponderosa	Ponderosa Pine	E	40'-50'	Evergreen
Pinus strobus	Eastern White Pine	E	50'-100'	Evergreen
Tsuga canadensis	Canada Hemlock	E	60'-75'	Evergreen
D = Deciduous E = Evergreen				

Table 7.17: Vines for Walls and Fences		
Botanic Name	**Common Name**	**Type**
Aristolochia durior	Dutchmans's Pipe	D
Campsis radicans	Trumpetvine	D
Celastrus scandens	American Bittersweet	D
Clematis jackmanii	Clematis Hybrids	D
Clematis laguninos	Clematis Hybrids	D
Lonicera brownii	Dropmore Scarlet Honeysuckle	D
Lonicera hechrottie	Everblooming Honeysuckle	D
Parthenocissus quinquefolia	Virginia Creeper	D
Parthenocissus triscuspidata	Boston Ivy	D
D = Deciduous E = Evergreen		

Table 7.18: Small Shrubs Approved for Screens, Hedges, and Specimen Planting			
Botanic Name	**Common Name**	**Type**	**Mature Height**
Aronia melanocarpa	Black Chokeberry	D	4'-6'
Berberis thunbergii	Japanese Barberry	D	3'-5'
Buxus microphylla 'Koreana'	Korean Boxwood	E	2'-3'
Chaenomeles species	Flowering Quince	D	2'-6'
Cotoneaster divaricata	Spreading Cotoneaster	D	5'-6'
Euonymus fortunei	Euononymous	E	4'-6'
Hydrangea macrophylla	Nikko blue Hydrangea	D	3'-4'
Ilex crenata	Japanese Holly	E	3'-5'
Mahonia aquifolium	Oregon Grape	E	3'-6'
Physocarpus opulifolius intermedius	Dwarf Ninebark	D	4'-5'
Prunus glandulosa	Dwarf Flowering Almond	D	4'-6'
Rhus aromatica	Fragment Sumac	D	4'-6'
Symphoricarpos alba	White Snowberry	D	5'-6'
Weigela florida	Flowering Weigela	D	4'-5'
Weigela vaniceki	Cardinal Shrub	D	4'-5'
D = Deciduous E = Evergreen			

Table 7.19: Large Shrubs Approved for Screens, Hedges, and Specimen Planting			
Botanic Name	**Common Name**	**Type**	**Mature Height**
Caragana arborescens	Siberian Peashrub	D	12'-15'
Cornus alba, 'Elegantissima'	Variegated Dogwood	D	6'-10'
Cornus alternifolia	Pagoda Dogwood	D	15'-20'
Cornus sericea baileyi	Redtwig Dogwood	D	8'-10'
Cotinus coggygria	Smoke Tree	D	8'-10'
Cotoneaster acutifolious	Peking Cotoneaster	D	4'-8'
Euonymus alatus 'compactus'	Burning Bush	D	7'-10'
Forsythia intermedia Hybrids	Hybrid Forsythia	D	7'-10'
Forsythia suspensa	Weeping Forsythia	D	8'-10'
Hamamelis virginiana	Common Witch Hazel	D	10'-15'
Hibiscus syriacus	Rose of Sharon	D	4'-12'
Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	D	4'-15'
Hydrangea paniculata 'Grandiflora'	Peegee Hydrangea	D	6'-10'
Ilex meserveae	Blue Holly	E	6'-8'
Ilex opaca	American Holly	E	8'-15'
Juniperus chinensis	Chinese Juniper	E	6'-15'
Juniperus scopulorum	Rocky Mountain Juniper	E	6'-15'
Ligustrum amurense	Amur Privet	D	4'-8'
Ligustrum 'Vicaryi'	Golden Vicary Privet	D	4'-12'
Myrica pennsylvanica	Northern Bayberry	D	5'-10'
Philadelphus coronarius	Sweet Mockorange	D	8'-10'
Philadelphus virginialis	Minnesota Snowflake	D	6'-8'
Picea glauca 'Conica'	Dwarf Alberta Spruce	E	6'-10'
Prunus cistena	Cistena Plum	D	6'-8'
Prunus triloba	Flowering Almond	D	8'-10'
Rhamnus frangula	Alder Buckthorn	D	12'-15'
Rhus glabra	Smooth Sumac	D	8'-10'
Rhus typhina	Staghorn Sumac	D	8'-12'
Salix caprea	French Pussy Willow	D	15'-20'
Sambucus canadensis	American Elderberry	D	6'-8'
Shepherdia argentea	Silver Buffaloberry	D	5'-8'
Sorbaria sorbifolia	Flase Spiraea	D	6'-8'
Syringa chinensis	Chinese Lilac	D	6'-8'
Syringa hyacinthiflora Hybrids	Hybrid Canadian Lilac	D	8'-12'
Syringa vulgaris	Common Lilac	D	8'-12'
Syringa vulgaris Hybrids	Hybrids Hybrid French Lilac	D	8'-12'
Taxus cuspidata 'Capitata'	Upright Japanese Yew	E	10'-25'
Taxus 'Hicksi'	Hick's Yew	E	10'-12'
~~Thuja occidentalis Hybrids~~	~~Hybrids American Arbovitae~~	~~E~~	~~4' 15'~~
Viburnum dentatum	Arrowwood Viburnum	D	0'-15'
Viburnum lantana	Wayfaring Tree	D	8'-15'
Viburnum lantago	Nannyberry	D	8'-15'
Viburnum opulus	European Cranberry Bush	D	10'-12'
Viburnum placatum tomentosum	Doublefile Viburnum	D	8'-10'
Viburnum prunifolium	Black Haw Viburnum	D	10'-12'
Viburnum rhytidophyllum	Leatherleaf Viburnum	D	6'-15'
Viburnum trilobum	American Cranberry Bush	D	8'-12'
D = Deciduous E = Evergreen			

Table 7.20: Low Spreading Shrubs Approved for Borders, Parking Islands, and Groundcover			
Botanic Name	**Common Name**	**Type**	**Mature Height**
Berberis mentorensiS	Mentor Barberry	E	3'-4'
Berberis thunbergii Hybrids	Japanese Barberry	D	2'-4'
Berberis verruculosa	Warty Barberry	E	2'-3'
Buxus sempervirens	Boxwood	E	2'-3'
Cotoneaster apiculata	Cranberry Cotoneaster	D	2'-3'
Cotoneaster horizontalis	Rockspray Cotoneaster	D	1'-3'
Daphne burkwoodii	Burkwood Daphne	D	3'-4'
Duetzia gracilis	Slender Duetzia	D	2'-3'
Euonymus fortunei 'Sarcoxie'	Sarcoxie Euonymus	E	3'-4'
Forsythia viridissima 'Bronxensis'	Dwarf Forsythia	D	1'-2'
Hypericon patulum	St. John's Wort	D	2'-3'
Juniperus (spreading varieties)	Juniper	E	1'-3'
Mahonia aquifolium 'Compacta'	Dwarf Oregon Grape	E	2'
Microbiota decussata	Siberian Cypress	E	1'
Philadelphus virginialis	Miniature Snowflake	D	2'-3'
Picea abies 'Nidiformis'	Birdnest Spruce	E	2'
Picea abies 'Pumila'	Dwarf Norway Spruce	E	2'-3'
Picea pungens 'Globosa'	Blue Globe Spruce	E	3'-4'
Pinus mugo	Mugho Pine	D	3'-4'
Potentilla fruticosa Hybrids	Bush Cinqufoil	D	2'-3'
Rhus aromatica 'Low Grow'	Low Grow Fragrant Sumac	D	1'-2'
Ribes alpinum	Alpine Currant	D	3'-5'
Spirea bumalda	Spirea	D	2'-3'
Spirea japonica	Japanese Spirea	D	2'-3'
Spirea nipponica	Nippon Spirea	D	2'-3'
Symphoricarpos orbiculatus	Coral Berry	D	3'-4'
Syringa patula 'Miss Kim'	Dwarf Korean Lilac	D	3'-5'
Taxus cupidata 'Nana'	Dwarf Japanese Yew	E	2'-3'
Taxus media	Spreading Yew	E	2'-4'
Thuja occidentalis 'Hetzii Midget'	Hetz Midget Arborvitae	E	2'-3'
Viburnum opulus 'Nana'	European Cranberry Bush	D	1'-2'
D = Deciduous E = Evergreen			

Table 7.21: Non-Qualifying Trees		
Common Name	**Botanical Name**	**Negative Feature(s)**
Boxelder	Acer negundo	Aggressive, Shallow roots, Weak wood
Norway Maple	Acer platanoides	Invasive
Silver Maple	Acer saccharinum	Aggressive, Shallow roots, Weak wood
Tree of Heaven	Ailanthus altissima	Seeds, Suckers, Weak wood, Invasive
Mimosa	Albizia julibrissin	Invasive
European White Birch	Betula pendula	Insect prone, Invasive
Hackberry	Celtis occidentalis	Disease prone
Camphor Tree	Cinnamomum camphora	Invasive
Russian Olive	Elaeagnus angustifolia	Poor form, Disease prone, Invasive
Ash	Fraxinus	Disease prone
Ginkgo (Female)	Ginkgo biloba	Female Fruits
White Lead Tree	Leucaena leucocephala	Invasive
Chinaberry Tree	Melia azedarach	Invasive
Mulberry	Morus species	Fruits, Shallow roots, Invasive
Princess Tree	Paulownia tomentosa	Invasive
Senegal Date Palm	Phoenix reclinata	Invasive
White Poplar	Populus alba	Suckers, Shallow roots, Weak wood, Invasive
Cottonwood	Populus deltoides	Weak wood, Shallow roots, Seeds
Lombardy Poplar	Populus nigra 'Italica'	Insects, Disease, Short-lived
(Wild) Black Cherry	Prunus serotina	Disease prone
Bradford Pear	Pyrus calleryana 'Bradford'	Weak branching, Low branches
Brazilian Pepper Tree	Schinus terebinthifolius	Invasive
Tallow Tree	Triadica sebifera	Invasive
American Elm*	Ulmus americana*	Insects, Disease
Siberian Elm	Ulmus pumila	Weak wood, Seeds
* Note that suitable disease resistant cultivars and hybrids exist as substitutes for this species		

Sec. 7.09 – FENCES, WALLS, AND HEDGES

1) INTENT. The purpose of these standards is to provide minimum requirements in order to provide adequate light, air circulation, and privacy; and to protect the public welfare by preventing visual obstructions along public ways.
2) EXEMPTIONS.
   a) Agriculture. If engaged in agricultural operations or activities, properties located in any district where agriculture is permitted shall be exempt from the provisions of this section.
   b) Athletic Facilities. Fences for ball diamonds, tennis courts, driving ranges and other athletic facilities shall be exempt from the provisions of this section.
3) GENERAL REQUIREMENTS. Fences, walls, and hedges shall be permitted in all zoning districts subject to conformance with the following requirements:
   a) Drainage. No fence, wall, or hedge shall disrupt the flow of water in any drainage easement, or otherwise result in impediments for stormwater runoff. Any fence, wall, or hedge located in an easement may be removed by the easement holder when accessing the easement.
   b) Setbacks. All fences, walls, and hedges may be permitted up to a property line except as noted in this Ordinance. No fence, wall, or hedge shall be placed in any right-of-way or violate the sight distance requirements found in *Section 7.04 – Sight Visibility*. Fences, walls, and hedges within the easement of a drain, pond, and/or lake shall require the approval of the City Engineer.
   c) Buffer Yards. No fence, wall, or hedge may be placed in any required buffer yard that does not specifically provide for the inclusion of a fence.
   d) Materials.
      i) Fences shall not contain an electric charge except when located on properties with an agricultural use, and other uses as approved by Special Exception by the Villa Rica City Council.
      ii) When enfronting a public right-of-way or public easement, the finished face of any fence shall be so erected as to face the public way.
      iii) Fences and walls shall be constructed of wood, decorative metal, textured masonry or synthetic materials styled to simulate natural materials. Barbed wire and razor wire are permitted only on properties with an agricultural use, or in the Industrial, Low-Density (I1) and the Industrial, Medium-Density (I2) districts.
      iv) Chain-link fences shall be permitted in all districts. Chain-link fences in residential districts shall be located only in the rear yard area, shall be vinyl-coated, except as prohibited by a Home Owners Association regulation or restrictions.
   e) Height.
      i) Exception. The height of fences screening telecommunications facilities is regulated by Section *7.11 – Wireless Communication Facilities*.
      ii) Height Measurement. The height of a fence, wall or hedge shall be determined by measuring from the adjacent grade to the highest point of the fence, wall or hedge, excluding posts. Fence posts may exceed the maximum height of the fence by up to one (1) foot.

iii) Unless otherwise regulated by this chapter, fences and walls shall not exceed eight (8) feet in height in nonresidential districts and six (6) feet in height in residential districts in the rear and side yards. Fences, walls and hedges shall not exceed four (4) feet in height in the front yard.

Table 7.22: Maximum Permitted Fence Heights			
Permitted Use	**Front Yard**	**Side Yard**	**Rear Yard**
Single-Family Use	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"
Multifamily Use	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"
Commercial & Office Use	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"
Industrial Use	8"0"	8'0"	8'0"
Parking Lots, Vacant Lots, Churches, Schools, Swimming Pools, Stormwater Management Facilities, and Parks	3'0" solid fence 4'0" combined or predominantly open fence	6'0"	6'0"

f) Opacity. A fence, wall or hedge in the front yard shall permit direct vision from one side to the other through at least fifty percent (50%) of the structure.

g) Notwithstanding the provisions of subsection (3)(e), above, a fence may be erected or altered up to a height of eight (8) feet where:

i) The ground floor elevation within twenty (20) feet or less of the principal dwelling on either one of the two (2) adjoining lots is at least four (4) feet higher than the elevation at the adjoining lot line; or

ii) The fence is erected along a side or rear lot line which adjoins a collector street or arterial street (in which case landscape planting shall be provided in accordance with *Subsection 7.05(7)* of this chapter) as part of a multiple lot residential subdivision; or

iii) The fence is a sound barrier or fence required by GDOT or a security fence required by the Department of Homeland Security for a public or institutional use; or

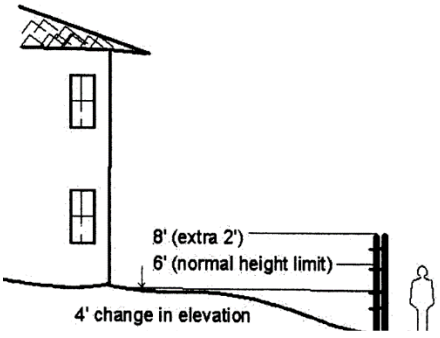


Figure 7.4: Additional height where home on adjacent lot is 4' higher *(subsection 7.09(3)(g)i.*

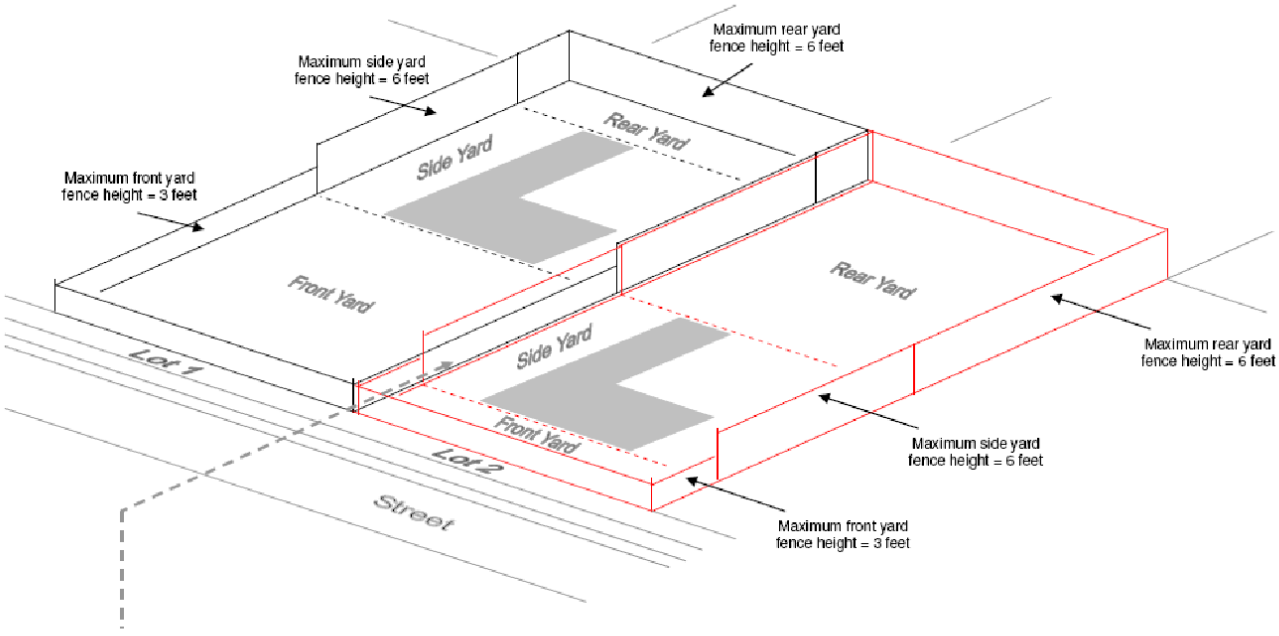
iv) The additional fence height is permitted by the City Council pursuant to a rezoning or specific use authorization; or

v) The fence is located on a side or rear lot line which abuts a C2 or I2 use or more intensive use that does not require a buffer yard.

vi) Notwithstanding the provisions of *Subsection (3)(e)*, above, a fence may be erected or altered up to the height of the adjacent building where the fence is located entirely on the interior of a lot behind all required building setback lines, attached to the main structure, and used for security purposes or for part of the intended use of the primary structure, such as fencing for outdoor display, for example an outdoor garden area, or lumber yard attached to a home improvement store.

vii) The following illustration shall be used to determine applicable front, side and rear fence standards:

Figure 7.5: Fences and Yard Determinations



Notice:
The side yard fence of lot 2 runs along the front yard fence of lot 1. In this area the fence on lot 2 is allowed a 6 feet maximum height, even though the fence on lot 1 is only allowed a 3 feet maximum height.

Sec. 7.10 – HEIGHT STANDARDS

1) GENERAL HEIGHT STANDARDS APPLICABLE TO ALL ZONING DISTRICTS:

a) Height Requirements. The maximum height permitted shall be as described below and in accordance with *Table 4.4: Residential Lot Standards* and *Table 4.5: Non-Residential Lot Standards*, subject to the exceptions listed in this section.

i) Measuring Height. In all instances, the height of a structure shall be the vertical height from the average finished grade to the highest point of the roof, parapet, or uppermost part of the building or structure.

b) Exceptions. No structure may be erected or changed so as to make its height greater than specified in the applicable zoning district, except as noted below.

i) General Exceptions.

(1) Steeples on religious places of worship;

(2) Spires, belfries, and cupolas;

(3) Industrial-related storage tanks, mechanical equipment, and smokestacks; and
(4) Water towers.

ii) Agricultural Structures. All structures in a zoning district where agriculture is allowed that are used in agricultural product storage and/or processing may exceed the permitted height standards for that district and be erected to any height that is necessary for their operation.

iii) Wireless Communication Facilities. The height of wireless communication facilities shall be regulated by *Section 7.11 – Wireless Communication Facilities*.

iv) Amateur Radio Towers. Amateur radio towers may exceed the permitted height regulations by up to ten (10) feet.

v) Noncommercial Wind Energy Conversion Systems. Wind energy conversion systems are exempt up to 120 feet in height. For propeller turbines, the height shall be measured from the rotor blade at its highest point to the top surface of the wind energy conversion system foundation. For vertical axis turbines, the height shall be measured from the highest point of the unit to the top surface of the wind energy conversion system foundation

vi) Necessary Appurtenances. The following structural elements may exceed the permitted height standards for the zoning district in which they are located by up to ten (10) feet:
(1) Necessary mechanical appurtenances;
(2) Water tanks;
(3) Chimneys;
(4) Fire towers;
(5) Stair towers;
(6) Elevator bulkheads; and
(7) Wind energy conversion systems, rooftop.

c) Air Space Requirements. Nothing in this Ordinance, including the exceptions listed above shall be interpreted as waiving any height regulations related to air transportation. All applicable Federal Aviation Administration (FAA) and State of Georgia restrictions and regulations, including *Federal Aviation Regulation Part 77* and *Objects Affecting Navigable Airspace (FAR Part 77)* shall apply to all structures.

Sec. 7.11 – WIRELESS COMMUNICATION FACILITIES

1) PURPOSE. In recognition of the quasi-public nature of cellular and/or wireless communication systems, it is the purpose of these regulations to:
   a) Accommodate the need for cellular or wireless communication towers while regulating their location and number in the City;
   b) Minimize adverse visual effects of communication towers and support structures through proper siting, design and screening;
   c) Avoid potential damage to adjacent properties from communication towers and support structure failure; and
   d) Encourage the joint use of any new and existing communication towers and support structures to reduce the number of such structures needed in the future.
2) USE REGULATIONS. The following use regulations shall apply to cellular or wireless communication antennas and towers.

a) A cellular or wireless communications antenna that is mounted to an existing communications tower (whether said tower is for cellular purposes or not), smoke stack, water tower or other tall structure, shall be permitted as of right in all zoning districts. Cellular or wireless communications antenna may also be located on the top of buildings that are no less than fifty (50) feet in height.

b) A cellular or wireless communications antenna that is mounted to an existing structure as indicated above shall be painted a color which matches, or is compatible with, the structure on which it is located.

c) A cellular or wireless communications antenna is permitted as a special exception in the AG and I2 zoning districts only if it is:

   i) mounted on its own tower (as opposed to it being mounted on an existing structure); or

   ii) more than fifteen (15) feet higher than the structure on which it is mounted.

d) All other non-essential uses accessory to the cellular or wireless communications antenna and towers including, but not limited to business offices, maintenance depots, and materials and vehicle storage, are prohibited from the site unless otherwise permitted in the zoning district in which the cellular or wireless communications antenna and/or tower is located.

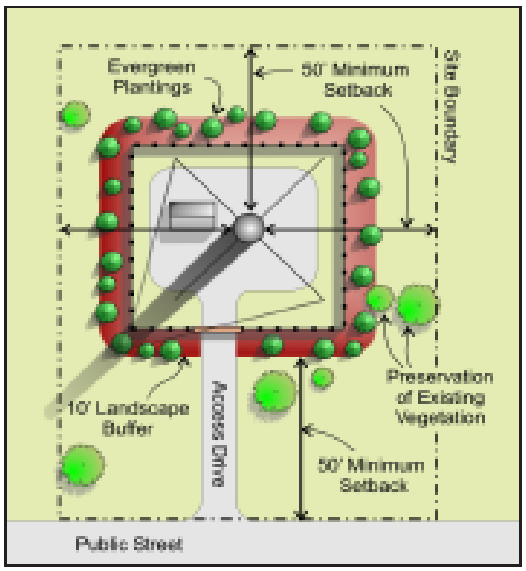
3) STANDARDS OF APPROVAL FOR CELULAR OR WIRELESS COMMUNICATIONS ANTENAS AND TOWERS PERMITTED BY SPECIAL EXCEPTION. The following standards shall apply to cellular or wireless communications antennas and towers permitted as special exception uses.

a) The cellular or wireless communications company shall be required to demonstrate as part of the special exception application process, using the latest technological evidence, that the antenna or tower must be placed at the proposed location and at the proposed height in order to satisfy its necessary function in the company's grid system. As part of this requirement, a Radio Frequency (RF) map of sufficient scale shall be submitted to the Community Development Director demonstrating a need for the tower at the location and height proposed.

b) If the cellular or wireless communications company proposes to build a cellular or wireless communications tower (as opposed to mounting the antenna on an existing structure), it is required to demonstrate that it has contacted the owners of nearby tall structures within a one (1) mile radius of the site proposed, asked for permission to install the cellular or wireless communications antenna on those structures, and was denied for reasons other than economic ones. "Tall structures" shall include, but not be limited to: smoke stacks, water towers, buildings over fifty (50) feet in height, antenna support structures of other cellular or wireless communication companies, other communication towers and roadway lighting poles.

c) The City Council may deny the special exception if the applicant has not made a good faith effort to mount the antenna on existing structures.

Figure 7.6: Wireless Telecom Layout



d) An application for special exception for a wireless communication facility which shall be reviewed by the TAC, and shall include, among other required information, a plan at a scale of one inch to fifty feet (1" = 50'), indicating at a minimum the following:
   i) The total area of the site;
   ii) The existing zoning of the property in question and of all adjacent properties;
   iii) All public and private right-of-way and easement lines located on or adjacent to the property which is proposed to be continued, created, relocated or abandoned;
   iv) Existing topography with a maximum of five (5) foot contours intervals;
   v) The proposed finished grade of the development shown by contours not exceeding five (5) foot intervals;
   vi) The location of all existing buildings and structures and the proposed location of the cellular or wireless communications tower and all cellular or wireless communications support structures including dimensions, heights, and where applicable, the gross floor area of the buildings;
   vii) The location and dimensions of all curb cuts, driving lanes, off-street parking and loading areas including the number of spaces, grades, surfacing materials, drainage plans and illumination of the facility;
   viii) All existing and proposed sidewalks and open areas on the site;
   ix) The location of all proposed fences, screening and walls;
   x) The location of all existing and proposed streets;
   xi) All existing and proposed utilities including types and grades;
   xii) All existing and proposed landscaping in accordance with *Subsection 7.11(4)(e)*;
   xiii) The schedule of any phasing of the project;
   xiv) A written statement by the cellular or wireless communications company as to the visual and aesthetic impacts of the proposed cellular or wireless communications tower on all adjacent residential zoning districts; and
   xv) Any other information as may be required by the Planning & Zoning Commission to determine the conformance with this Zoning Ordinance.

4) STANDARDS OF APPROVAL OF ALL CELULAR OR WIRELESS COMMUNICATIONS ANTENAS AND TOWERS
   a) Antenna/Tower Height. The applicant shall demonstrate that the antenna/tower is the minimum height required to function satisfactorily and provide an acceptable number of towers.
   b) Setbacks from the Base of the Tower. If a new cellular or wireless communications tower is to be constructed, the minimum distance between the base of the tower or any guy wire anchors and the property line shall be the greater of the following:
      i) Forty (40) percent of the tower height;
      ii) The minimum setback in the underlying zoning district; or
      iii) Fifty (50) feet.
   c) Cellular or Wireless Communications Tower Safety. The applicant shall demonstrate that the proposed cellular or wireless communications tower and its antenna are safe and that the surrounding properties will not be negatively affected by tower failure, falling ice or other debris, electromagnetic fields or radio frequency interference. Furthermore, all cellular or wireless

communications towers shall be fitted with anticlimbing devices as approved by the manufacturers.

d) Fencing. A fence shall be required around the cellular or wireless communications tower and its support structure(s), unless the antenna is mounted on an existing structure. The fence shall be a minimum of eight (8) feet in height and shall be erected to prevent access by non-authorized personnel.

e) Landscaping.

i) Landscaping shall be required to screen as much of the freestanding cellular or wireless communications tower, support structures, and surrounding fence as possible and any other ground-level features and, in general, to soften the appearance of the cellular communications site.

ii) The Director may permit any combination of existing vegetation, topography, walls, decorative fences or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping.

f) Limiting the Number of Cellular or Wireless Communications Towers. In order to reduce the number of antenna support structures needed in the City in the future, the proposed cellular or wireless communications tower shall be required to accommodate other users, including other cellular communications companies, and local police, fire and ambulance departments. The applicant shall provide proof that co-location is not feasible.

g) Licensing. The cellular or wireless communications company must demonstrate to the City that it is licensed by the Federal Communications Commission (FCC).

h) Required Parking. If the cellular or wireless communications site is fully automated, adequate parking shall be required for maintenance workers. If the site is not fully automated, the number of required parking spaces shall equal the number of employees working on the largest shift. All parking specifications and requirements shall be consistent with the applicable parking requirements as established in this Ordinance.

i) Appearance. Cellular or wireless communications towers under two-hundred (200) feet in height shall be painted silver or have a galvanized finish retained in order to reduce visual impact. Cellular or wireless communications towers shall meet all Federal Aviation Administration (FAA) regulations. No cellular or wireless communications towers may be artificially lighted except when required by the FAA. Furthermore, no cellular communication tower or antenna shall contain any signage containing a commercial message.

5) MAINTENANCE. Any owner of property used as a cellular or wireless communications site shall maintain such property and all structures in good condition and free from trash, outdoor storage, weeds and other debris. Any cellular or wireless communications tower that has discontinued its service for a period of twelve (12) continuous months or more shall be removed, along with all accessory structures related thereto. Discontinued shall mean that the structure has not been properly maintained, has been abandoned, become obsolete, unused or has ceased the daily activities or operations which had occurred.

Sec. 7.12 – OUTDOOR LIGHTING

1) INTENT. Exterior lighting shall be subject to the following lighting standards and should be consistent and compatible with the design, color and scale of the associated development. Light levels shall most importantly be uniform to promote the health, safety, and welfare of users.
2) GENERAL PROVISIONS. All areas containing outdoor lighting, including but not limited to floodlighting, security, street, or parking lot lighting shall comply with the requirements of this section.
   a) Light Trespass. All areas containing outdoor lighting shall limit light spillage onto adjacent property, when measured at any point along a property line to the requirements set forth in *Table 7.23: Light Trespass*. Compliance shall be achieved by utilizing fixture shielding, directional control designed into fixtures, fixture location, height, or aim, or a combination of these or other factors.

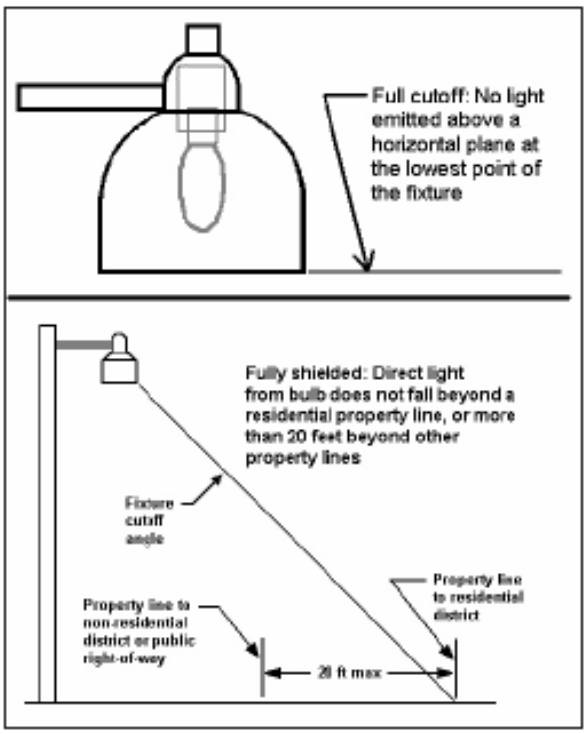
Table 7.23: Light Trespass

Adjoining District	Light Spillage Measured in Foot-Candels (maximun light level at the property line)
AG, R1, R2, SFA, MF1, MF2, CBD, CMU, PUD*	0.20
C1, C2, OMI, I1, I2, PUD*, Public RoW	0.50

*In PUDs, Light Spillage for residential uses shall not exceed 0.20, and 0.50 for non-commercial uses.

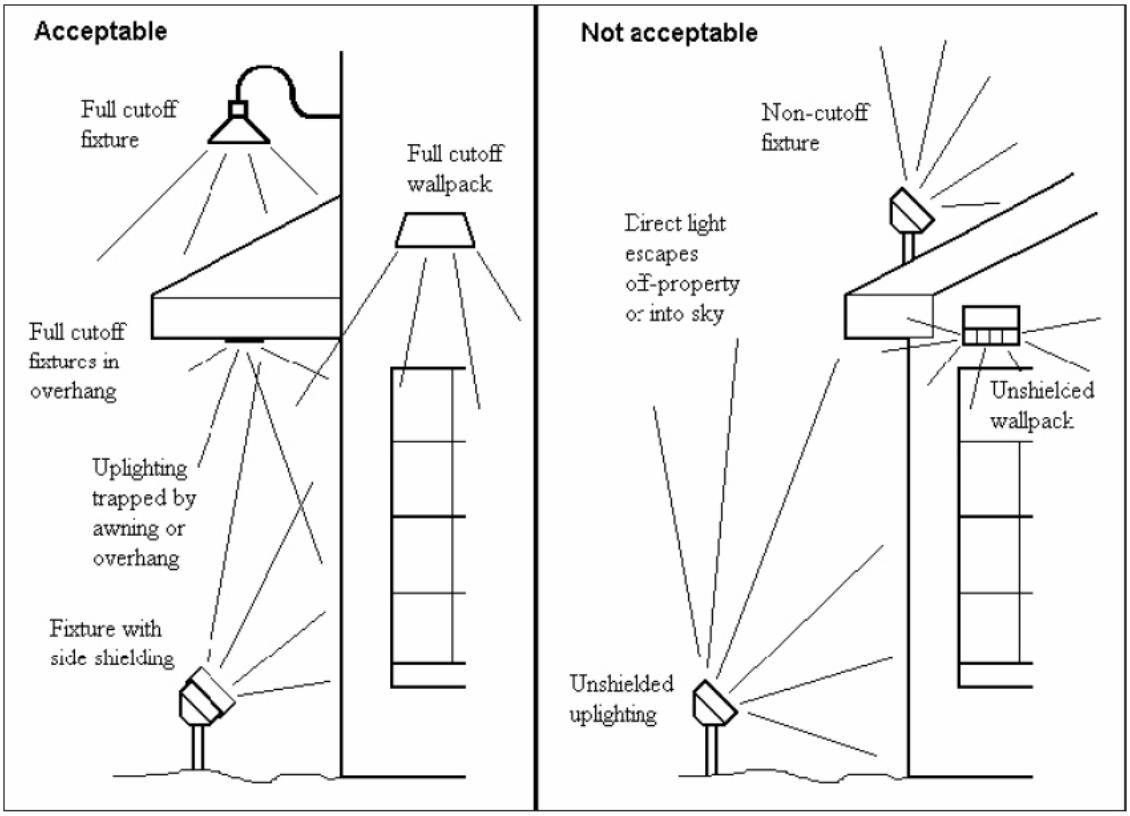
   b) Light Shielding. Unless light fixtures of a particular period or architectural style are used, all new, repaired, or replaced lighting, whether public or private, shall be full cutoff or fully shielded.
   c) Mounting Height Measurement. For the purposes of this section, the mounting height of all light fixtures shall be defined as the vertical distance between the adjacent grade of the surface being illuminated and the top of the lighting fixture (luminaire).
   d) Use of Timers/Dimmers. Wherever practicable, exterior lighting shall include timers, dimmers, and/or sensors to reduce overall energy consumption and eliminate unneeded lighting.
   e) Electrical Service. The electrical service to all outdoor lighting fixtures shall be underground, unless the fixtures are mounted directly on buildings or utility poles.
   f) Holiday Lighting. Holiday lighting shall be exempt from the provisions of this section.
   g) Lamp Color. Lamps (the source of the actual light) shall be halogen, metal halide or other type which ensures true-color at night.

Figure 7.7: Proper Light Shielding



3) LIGHTING PLAN. Wherever a lighting plan is called for by this Ordinance, such plan shall include the following:
   a) Lighting plan showing buildings, landscaping, parking areas, and the locations of all proposed exterior lighting fixtures, with designation of full cutoff and/or fully shielded fixtures;
   b) A description of the outdoor light fixtures which may include but is not limited to manufacturer's catalog cuts, photometric report with candela distribution, drawings, and shielding information;
   c) Analysis and illuminance level diagrams showing that the proposed installation conforms to the lighting level standards in this Ordinance.
4) ILLUMINATION OF BUILDINGS AND OTHER VERTICAL STRUCTURES. When buildings or other structures are illuminated, the design for the illumination must be in accordance with the following:
   a) Lighting fixtures shall be located and/or aimed such that light is directed only onto the building surface. All fixtures used to illuminate buildings shall be fully shielded;
   b) For statues, monuments, fountains, or other objects for which it may not be possible to reliably and consistently illuminate with downward lighting, up-lighting may be used only in the form of spotlights which confine the illumination to the object of interest; and
   c) If up-lighting is used to illuminate flags, only spotlights shall be used; floodlights directed above the horizontal shall not be used to illuminate a flag.
5) Building-mounted neon lighting is allowed only when recessed, or contained in a cap or architectural reveal.

Figure 7.8: Proper Feature Lighting Examples



6) PARKING AREAS
   a) Luminaires / lighting fixtures serving parking areas shall be full cutoff fixtures.
   b) The maximum average maintained illumination level for a parking lot shall be no more than 1.6 horizontal foot-candles at grade level.
   c) Light fixtures located on the perimeter of parking lots and within twenty (20) feet of a property line shall utilize *IESNA Type IV* forward throw optical distribution and/ or "house-side" shielding to minimize light spillage with respect to that property line.
   d) Lights shall not exceed twenty-five (25) feet in height from the adjacent grade to the top of the fixture.
   e) Building-mounted lighting shall not be permitted to illuminate parking areas.
7) LIGHTING OF EXTERIOR DISPLAY OR OPEN SALES AREAS (excluding motor vehicle dealerships)
   a) Light fixtures serving areas designated as exterior display or open sales areas shall be full cutoff and/or fully shielded fixtures.
   b) Areas designated as exterior display or open sales areas shall be illuminated so that the average maintained horizontal illumination at grade level does not exceed 4.0 foot-candles.
   c) Light fixtures located on the perimeter of display or sales areas and within twenty (20) feet of a property line shall utilize *IESNA Type IV* forward throw optical distribution and/or "house-side" shielding to minimize light spillage with respect to that property line.
8) LIGHTING OF MOTOR VEHICLE DEALERSHIPS
   a) Full cutoff light fixtures shall be required for car dealerships.
   b) Car dealerships can define thirty percent (30%) of their site as display area and illuminate that area up to thirty-five (35) foot-candles (maximum) while limiting light trespass and using fully shielded fixtures.
   c) The remaining seventy percent (70%) of the car dealership site shall be subject to the same lighting standards for light levels and light trespass as other commercial sites.
9) LIGHTING OF WALKWAYS, BIKEWAYS, PARKS AND PLAYGROUNDS. Where special lighting is to be provided for walkways, bikeways, or parks, the following requirements shall apply:
   a) The walkway, pathway, or ground area shall be illuminated to a level of no more than 0.5 average horizontal foot-candles;
   b) The vertical illumination levels at a height of five (5) feet above grade shall be no more than 0.5 average vertical foot-candles; and
   c) Lighting fixtures shall be designed to direct light downward, and the initial output of light sources shall not exceed one-thousand (1,000) lumens.
   d) Light pole height shall not exceed fifteen (15) feet. Bollard lighting, not exceeding four (4) feet in height is encouraged.
10) LIGHTING OF CANOPIES, BAYS, AND LOADING AND UNLOADING SPACES
   a) The average maintained horizontal illumination shall not exceed twenty-five (25) foot-candles.
   b) Areas used for parking or vehicle storage shall be illuminated in accordance with the requirements for Parking Lot Lighting.
   c) Light fixtures mounted on or under overstory ceilings, in bays, and in loading and unloading spaces shall be recessed, full cutoff and fully shielded, unless indirect lighting is being used whereby light is directed upward and then reflected down from the ceiling of the structure. In

this case, light fixtures must be shielded so that direct illumination is focused exclusively on the ceiling of the structure.

d) Lights shall not be mounted on the top or sides of an overstory.

e) Lighting for drive-through bays must be fully shielded as if located outside.

11) OUTDOOR ATHLETIC/PERFORMANCE FACILITIES

a) Outdoor activity facilities may have unique lighting needs pertaining to the performing or playing area. A design plan for such a facility shall detail the lighting requirements of the performing or playing area and how unwanted glare, illumination of surrounding streets and properties, and nighttime atmospheric light pollution will be minimized.

b) Limits on light trespass appearing in *Subsection 7.12(2)(a)* of this section apply to such outdoor facilities. If floodlighting is used in place of full cutoff fixtures, the center beam shall be aimed below the horizontal plane at an angle not less than one-half (0.5) the angular beam spread of the fixture. Glare shall be controlled by fixture design, location, shielding, or natural/positioned obstructions on the parcel where the facilities are located. Every such lighting system design and installation shall be certified by a registered engineer as conforming to all applicable restrictions of this Ordinance.

c) Except for professional or amateur events covered by intrastate televised broadcast, thirty (30) foot-candle horizontal illumination of the playing field or performing area shall not be exceeded. Parking facilities, walkways, and other lighting applications associated with venues for the outdoor activities covered herein shall conform to the requirements specified in the sections of this Ordinance applicable to those lighting applications. Light levels adjacent to residential districts or uses shall not exceed 0.20 foot-candle at the property line.

d) Outdoor Activity Light poles shall not exceed one-hundred (100) feet in height. The use of spotlights and/or floodlights to illuminate the play/performance area shall be permitted. However, each facility shall be designed and constructed with a dual lighting system which permits the main lighting for the event (spotlighting, floodlighting, etc.) to be turned off, with an alternate low level lighting system used for clean-up, night maintenance and other activities. Outdoor Activity lights shall shut off by 11:00 p.m. or no more than thirty (30) minutes after the activity is completed.

12) STREET LIGHTING.

a) Unless street light fixtures of a particular period or architectural style are used, all new, repaired or replaced street lighting, whether public or private, shall utilize full cutoff and/or fully shielded fixtures.

b) If street light fixtures of a particular period or architectural style are used then all such fixtures shall meet the Illuminating Engineering Society of North America (IESNA) criteria for said fixtures described above, and the maximum lumens generated by each fixture shall not exceed five-thousand (5,000). In no case shall the resulting illumination exceed levels currently recommended by the *IESNA* in publication *RP-8, American National Standard Practice for Roadway Lighting*.

c) Fixtures that emit more than three-thousand (3,000) lumens shall be shielded if adjacent to residential districts or uses.

13) NEON LIGHTING.
    a) Light sources consisting of glass tubes filled with neon, argon, krypton, or other similar gas (hereafter referred to as "neon lighting") are excluded from shielding and line-of-sight requirements, however such lighting shall be included in the light trespass requirements of *Subsection 7.12(2)(a).*
    b) For the purposes of this Ordinance, signs using neon lighting shall be considered internally illuminated signs and shall be subject to the requirements specified for internally illuminated signs in the *Villa Rica Sign Ordinance*.
    c) Neon lighting shall not be considered as security lighting.
14) SIGN ILLUMINATION
    a) Whenever an external artificial light source is used to illuminate a sign, such source shall be fully shielded. A receptacle or device housing a permitted light source shall be top mounted and directed below the horizontal, except for ground-mounted signs no higher than six (6) feet which may be illuminated with ground-mounted or bottom-mounted lighting fixtures.
    b) The average level of illumination on the vertical surface of an externally illuminated sign shall not exceed thirty (30) foot-candles, unless permitted ground-mounted or bottom-mounted lighting fixtures are used in which case the average level of illumination on the vertical surface of the sign shall not exceed twenty (20) foot-candles. No exposed bulb or lamp shall be used on the exterior surface of any sign so as to expose the face of the bulb, light or lamp to any public right-of-way or adjacent property.
    c) Internally illuminated signs constructed with an opaque or colored background and lighter contrasting text or symbols are preferred; such construction shall be required for internally illuminated signs within six-hundred (600) feet of a Residential District. This section shall not apply to residential development identification signs, vending machines, telephone booths, time and temperature signs, or signs that do not exceed two (2) square feet in area. For the purposes of this Ordinance, signs using neon lighting shall be considered internally illuminated signs and shall be subject to the requirements specified for internally illuminated signs, provided that there shall be no color restrictions on neon signs.
15) OTHER OUTDOOR LIGHTING
    a) Outdoor lighting not otherwise specified in this Ordinance emitting more than one-thousand two-hundred (1,200) lumens (except motion detector activated lighting) shall be full cutoff and fully shielded. Bulbs in outdoor light fixtures emitting from six-hundred (600) to one-thousand two-hundred (1,200) lumens may be installed in fixtures that are not full cutoff and may be visible from the property line, provided, however, such bulbs shall be frosted glass or covered by frosted glass or other similarly translucent material.
    b) A spotlight or floodlight of less than one-thousand eight-hundred (1,800) lumens need not be full cutoff or fully shielded if its center beam is aimed at a point not beyond any property lines and no less than forty-five (45) degrees below horizontal, is used for security lighting purposes only, and is motion detector activated and cycles off within five minutes after the cessation of motion within its field of view. Such security lighting shall not be activated by normal business or resident activity.

c) Tower or antenna lighting shall not be permitted unless required by the Federal Aviation Administration.

d) The use of search lights, laser lighting, or lights that pulse, flash, rotate or simulate motion for advertising or promotions, and are therefore considered to be signs, are prohibited per *Section 9.14 Prohibited Signs of the Villa Rica Sign Ordinance*.

16) EXCEPTIONS

a) The temporary use of low-wattage or low-voltage lighting for public festivals, celebrations, and the observance of holidays are exempt from this Ordinance except where they create a hazard or nuisance from glare. However, consideration to light trespass requirements shall be demonstrated prior to commencing the use of the temporary lighting.

b) Emergency lighting and traffic control lighting shall be exempt from the requirements of this section.

17) LIGHTS NOT CONFORMING TO THIS SECTION

a) Authority to Continue. Any lawfully installed lighting fixture at the effective date of this Ordinance which does not conform to the provisions of this section may continue provided the lighting remains in conformance with the provisions of this Subsection.

b) Ordinary Maintenance and Repair. Nothing in this section shall relieve the owner or beneficial user of legal nonconforming lighting, or the owner of the property on which the legal nonconforming lighting is located, from the provisions of this section regarding safety, maintenance, and repair. Normal maintenance, including replacing light bulbs, cleaning, or routine repair of legal nonconforming light fixtures, shall not be deemed to be a condition which triggers a loss of lawful status described below, unless such maintenance increases the nonconforming aspects of the lighting.

i) Loss of Lawful Status

(1) Legal nonconforming status shall terminate under the following conditions:

(a) if a light fixture is no longer used for a period of six (6) months it shall be deemed abandoned and shall not thereafter be reestablished; or

(b) if a lighting fixture is structurally altered such that its nonconforming aspects increase; or

(c) if a lighting fixture is relocated, replaced, or moved in any way; or the lighting fixture is damaged and the cost of repair exceeds fifty percent (50%) of its replacement value.

(2) Upon the event of any of the aforementioned, the lighting fixture(s) shall be immediately brought into compliance with this section, or the lighting fixture(s) shall be removed.

ii) Removal Pursuant to Public Order. Lighting found by a governmental agency to create public hazard can be ordered removed or altered at any time.

18) SECURITY LIGHTING. Security lighting shall be coordinated with other lighting on the property to the extent possible and shall otherwise conform with the following requirements:

a) Non-residential Lighting Fixtures. All security lighting in non-residential areas shall be shielded and specifically aimed so that illumination is directed only to the intended area. The light source for any security lighting shall include shields that prevent their light source or lens from being visible from adjacent properties and/or streets. Security lighting fixtures may be mounted on

poles located no further than ten (10) feet from the perimeter of the area intended to be illuminated.

b) Residential Lighting Fixtures. Security lighting fixtures in residential areas shall make use of indirect and reflected lighting techniques to provide soft lighting under canopies, entry porches, or soffits.

19) TOWN CENTER

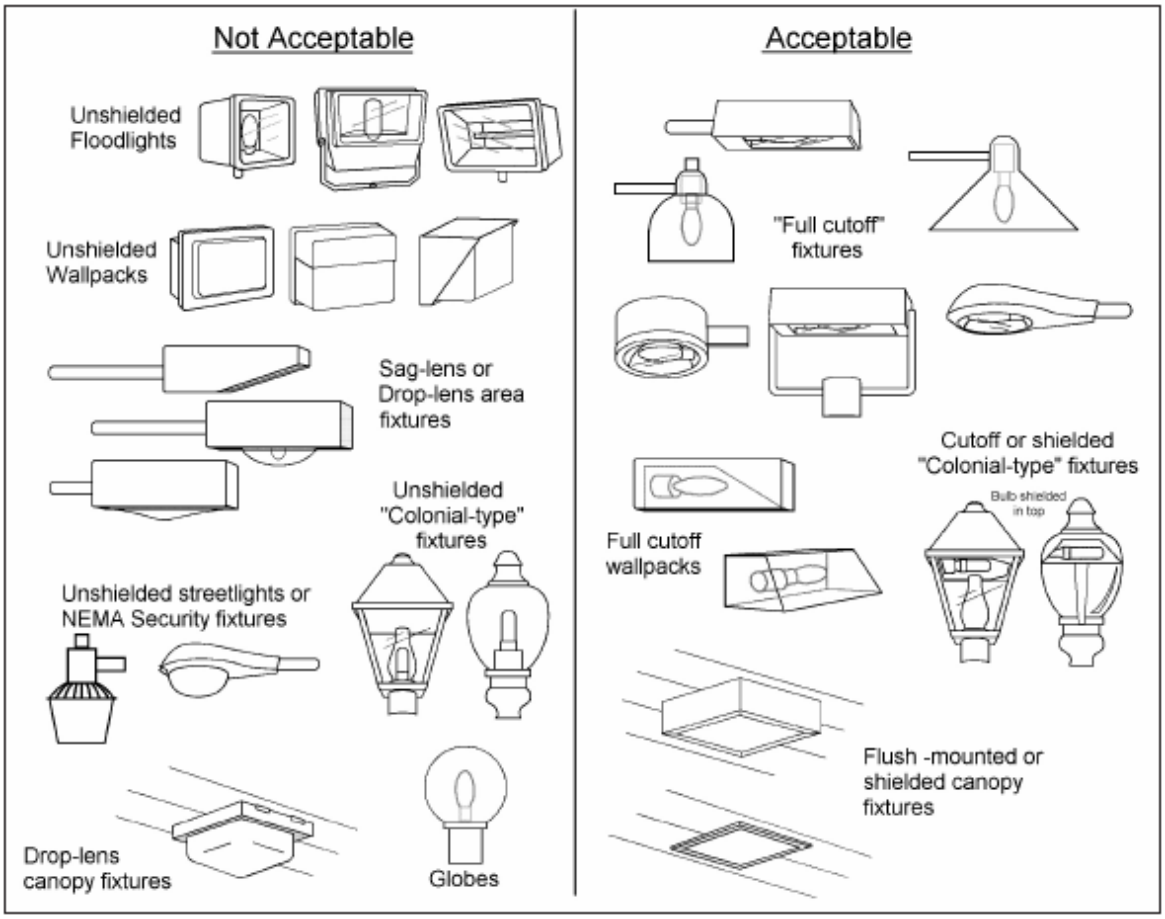
a) Storefronts shall be internally illuminated with spot or other incandescent lighting to display the business or its products.

b) Exterior lighting may be affixed to the building.

c) Pedestrian passages to parking areas on the sides and in the rear must be lit to a minimum of two (2) foot-candles.

20) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a) ix.*

Figure 7.9: Acceptable Lighting Examples



Sec. 7.13 – OPEN SPACE REQUIREMENT

1) INTENT. The following requirements shall govern the type and amount of open space for any tract of land which is the subject of an application for subdivision, land development or both using the provisions of this article. The purpose of open space is to regulate the intensity of development, preserve natural features and vistas, enhance the aesthetics of the built environment, and supply functional recreational areas.
2) OWNERSHIP. The land must be held in single and separate ownership by the applicant or, in the case of multiple ownership, the tract must be developed according to a single plan with responsibility for its implementation and completion vested in a common authority.
3) GENERAL PROVISIONS
   a) Open Space shall be large, contiguous areas to the greatest extent possible.
   b) Connectivity between the open space and adjacent development, greenways, parks and the like shall be provided by a minimum twenty (20) foot wide accessway.
   c) Where significant natural assets exist in a proposed development, the Planning & Zoning Commission may require preservation. Areas devoted to natural or improved flood control channels and those sections subject to problems of flowage, floodway or drainage easements should be left in their unimproved, natural state.
   d) Open space shall be designated as Common Area or placed in an easement.
   e) The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.
   f) The City shall pursue enforcement of standards and impose penalties in accordance with *Chapter XII: Violations and Enforcement* upon failure to maintain designated open space and any improvements within the open space.
   g) Further subdivision of the open space or its use for other than conservation, agricultural, or passive recreation shall be prohibited. Structures and buildings accessory to the conservation, agricultural or passive recreation may be erected on the open space, subject to the standards in *Table 4.4: Residential Lot Standards*, *Table 4.5: Non-Residential Lot Standards* (whichever table is applicable), and *Section 8.02 – Accessory Use and Structure Standards*, and subject to review of the site by the Planning & Zoning Commission. Any restrictions on the established open space shall be recorded in a conservation easement to which the City is a signatory party.
   h) Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.

4) NON-QUALIFYING OPEN SPACE. Elements that do not qualify to be counted toward open space include:
   a) Required private yards.
   b) Street rights-of-way, open parking area and driveways for dwellings.
   c) Land covered by buildings.
   d) Required detention and retention ponds that are not visually or physically accessible.
   e) The floodway of any stream, regulated drain, river or other water body accessible.
   f) Any area with slopes exceeding a twenty-five percent (25%) grade.
   g) Any wetlands on the development site, unless preserved as a conservation area.
5) MINIMUM REQUIRED OPEN SPACE

Table 7.24: Minimum Required Open Space

Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

6) QUALIFYING OPEN SPACE
   a) Conservation areas and wetlands preserved as conservation areas.
   b) Floodplains
   c) Woodlands
   d) Riparian corridors
   e) Retention and detention facilities with the following characteristics:
      i) Perimeter Access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA.
      ii) Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area.
      iii) Planting. Native plant material is encouraged around the perimeter of retention ponds.
   f) Development amenity areas containing semi-public areas such as:
      i) plazas with seating and special features such as public art or fountains;
      ii) pocket parks with seating and landscaping;
      iii) decorative water features; and lakes.

Sec. 7.14 – MULTIFAMILY AMENITIES REQUIRED

1) Minimum Number of Amenities Required. Multi-family developments shall incorporate recreational amenities from the list in *Subsection 7.14(2)* below in the following amounts:
   a) Multifamily development with fewer than twenty-five (25) units shall be exempt from this requirement. However, the Director may require an amenity not listed below to provide enhanced resident enjoyment and engagement.
   b) Multi-family developments with twenty-five (25) to one-hundred (100) dwelling units shall provide at least one amenity;
   c) Multi-family developments with one-hundred-one (101) to one-hundred and seventy-five (175) dwelling units shall provide at least two amenities; and
   d) Multi-family developments with more than one-hundred and seventy-six (176) dwelling units shall provide at least three (3) amenities.
2) Allowable Amenities.
   a) Swimming pool;
   b) Golf course or Putting green;
   c) Resident clubhouse;
   d) Pet park, minimum of two-thousand (2,000) square feet;
   e) Community center (meeting room, assembly hall, etc.);
   f) Community garden with raised beds;
   g) Rooftop terrace;
   h) Library/study
   i) Computer resource center/internet café
   j) Learning center/childcare
   k) Koi pond/water gardens
   l) Nature trails Fitness center and/or recreation building;
   m) Pocket parks Basketball, volleyball, or other sport court;
   n) Other amenity approved by city. Two tot lots with a minimum size of five-hundred (500) square feet per lot;
   o) Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) grill/pit per area;
3) Amenity Standards.
   a) Each development shall satisfy its amenity area requirements by installing the types of facilities that are most likely suited to and used by the age bracket of persons likely to reside in that development;
   b) Except for developments which are expected to contain adults almost exclusively, a children's play area should be provided as a mandatory amenity in the project.
   c) Except for developments which are expected to contain adults almost exclusively, a sports court with a minimum size of thirty-six hundred (3,600) square feet should be provided as second mandatory space in projects with more than forty (40) units. The minimum dimensions for the court active play area should be 72'X42' feet (i.e. the dimensions for a youth basketball league half court). Substitution of the required court for a swimming pool would acceptable.

Sec. 7.15 – MULTIFAMILY DENSITY BONUSES

4) The following density bonuses may be used to achieve a maximum fifty percent (50%) density bonus for MF1-zoned properties, and up to twenty (20%) for properties zoned MF2 and SFA.
    a. Structured Parking Bonus. The City may allow a two percent (2%) increase in permitted density for each five percent (5%) of units provided with structured parking.
    b. Recreation/Open Space Bonus. The City may approve a one (1%) percent increase in permitted density for each one (1%) percent of useable recreation space set aside provided above the minimum amount required per *Sec. 7.13 – Open Space Requirement*.
        i. Recreation areas shall be landscaped and provided with sufficient natural or manmade screening or buffer areas to minimize any negative impacts upon adjacent residential uses;
        ii. Each recreation area shall be centrally located and easily accessible by walkways;
        iii. Each recreation area shall be constructed on land that is reasonably flat, dry, and capable of serving the purpose that it was intended for.
    c. Amenity Bonus. The City may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities in *Subsection 7.14(2).*
    d. Building Design Bonuses.
        i. The city may approve up to a ten percent (10%) increase in permitted density for multi-family development in which each multi-family building has brick and/or stone as its primary exterior building material, when an amount equal to sixty (60%) percent of the total net exterior wall area of each building elevation (excluding gables, windows, doors, and related trim), shall be brick, stone, fiber cement siding, or hard-coat stucco. For more contemporary-designed structures, the use of alternative high-quality finishes may be employed at the discretion of the Community Development Director.

Sec. 7.16 – SINGLE-FAMILY DEVELOPMENT AMENITIES REQUIRED (R1, R2, SFA, AND PUD)

1) Minimum Number of Amenities Required. Single-family residential subdivisions, either attached or detached, shall incorporate recreational amenities from the list in Subsection 2. below in the following amounts:
    a) Developments with fewer than twenty-five (25) dwelling units shall be exempt from this requirement; except that the Director may require an amenity not listed in this section to provide enhanced resident enjoyment and engagement.
    b) Developments with twenty-five (25) to one hundred (100) dwelling units shall provide at least one amenity;
    c) Developments with one-hundred one (101) to one-hundred seventy-five (175) dwelling units shall provide at least two (2) amenities; and
    d) Developments with one-hundred seventy-six (176) or more dwelling units shall provide at least three (3) amenities and the City Council shall determine the ratio of additional recreational amenities based on National Recreation and Park Association (www.nrpa.org) standards.
2) Allowable Recreational Amenities:

a) Swimming pool sized to comply with NRPA standards.
b) Golf course.
c) Resident clubhouse.
d) Two tot lots with a minimum size of five-hundred (500) square feet per lot.
e) Basketball, volleyball, or other sport court.
f) Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
g) Pet park, minimum of two-thousand (2,000) square feet.
h) Exercise Room or area to measure no less than four-hundred (400) square feet.
i) Other amenity approved by the City Council.

3) Density Bonuses for Single-Family Development:
   a) City may approve a five (5%) percent density bonus for every amenity provided in excess of the required amenities indicated in subsection a. above, not to exceed a maximum of density bonus of twenty (20%) percent.

Figure 7.10: Density Bonus Foundations

A **density bonus** is an incentive-based tool that permits a developer to increase the maximum allowable development on a site in exchange for either infrastructure commitments or in-kind support for specified public policy goals.

Sec. 7.17 – SINGLE-FAMILY DETACHED LAYOUT AND SITE PLANNING

1) APPLICABILITY. These standards shall apply to new single-family and two-family dwellings in major and minor subdivisions. Existing residential structures that expand or are altered by more than fifty (50) percent of the existing square footage shall also comply.
2) LAYOUT AND SITE PLANNING.
   a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
   b) Attempts shall be made to preserve existing vegetation and natural features.
   c) Building Orientation. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, loading doors, or similar service entrances opening toward or oriented to a public or private street.
   d) Distances between buildings shall be measured by a line perpendicular to the plane of the surface windows or exterior walls. The following distances shall apply to all multifamily developments:
      i) The window-to-window distance between buildings or facing exterior walls shall not be less than twenty (20) feet for walls without windows.
      ii) This distance shall be increased to thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose.
      iii) This distance shall be increased to forty (40) feet for an exposure where a room is a bedroom, living room, kitchen or other common area.
      iv) The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.
      v) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than five (5) feet. The orientation of the buildings should be varied in order to lessen the massing. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.
   e) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.

Sec. 7.18 – MULTI-FAMILY AND SINGLE-FAMILY ATTACHED LAYOUT AND SITE PLANNING

1) APPLICABILITY. All new multi-family developments (apartments, townhomes) of three (3) units or more are subject to the following standards.
2) LAYOUT AND SITE PLANNING.
   a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
   b) Attempts shall be made to preserve existing vegetation and natural features.

c) Building Orientation. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, loading doors, or similar service entrances opening toward or oriented to a public or private street.

d) Distances between buildings shall be measured by a line perpendicular to the plane of the surface windows or exterior walls. The following distances shall apply to all multifamily developments:

   i) The window-to-window distance between buildings or facing exterior walls shall not be less than twenty (20) feet for walls without windows.

   ii) This distance shall be increased to thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose.

   iii) This distance shall be increased to forty (40) feet for an exposure where a room is a bedroom, living room, kitchen or other common area.

   iv) The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.

   v) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than five (5) feet. The orientation of the buildings should be varied in order to lessen the massing. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.

e) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.

Sec. 7.19 – COMMERCIAL AND INDUSTRIAL LAYOUT AND SITE PLANNING

1) APPLICABILITY. All commercial and industrial developments, with the exception of warehouse, distribution, logistics and agricultural uses in agricultural zoning districts, shall meet or exceed the requirements of this section, in addition to all other applicable development standards established by this Ordinance.

2) SITE LAYOUT

   a) Site planning which encourages compatibility between the site and the buildings and between all buildings on the site is encouraged. Where natural or existing topographic patterns contribute to a development, they shall be preserved and integrated. Modification to topography shall be permitted where it contributes to the overall development.

   b) The orientation of buildings shall promote interaction with the street or city road and provide a pedestrian friendly environment. All primary and outparcel site buildings shall be arranged so that they complement existing development. The buildings shall frame a corner or enclose a "main street" type corridor. Buildings on islands surrounded by parking should be avoided.

c) Newly installed infrastructure and service revisions necessitated by exterior alterations shall be underground. To the extent possible, all existing overhead utilities shall be relocated underground.

3) ACCESS. Major and minor arterials and major collector streets must have reasonable restrictions as to the numbers and location of access points. To provide safe and sufficient traffic movement to and from adjacent lands:

a) Frontage roads, access roads, and other internal drives shall be constructed to create a hierarchy of roads for safe on-site circulation. These internal drives shall provide pedestrian access and landscaping.

b) Shared access shall be coordinated with contiguous lots. Access at the side or rear of buildings is encouraged.

c) New access points onto the major and minor arterials shall be coordinated with existing access points whenever possible and approved by the City Engineer.

d) Cross-access easements shall be required between adjacent compatible developments.

i) All curb cuts shall meet horizontal and vertical sight distance requirements as set forth in Section 304.4 of the City of Villa Rica Development Regulations. The distance from the centerline of the driveway entrance to the centerline of the nearest street intersection shall not be less than 150 linear feet.

ii) ii) Opposing curb cuts shall align squarely or be offset no less than one-hundred twenty-five (125) feet.

iii) iii) Stub Streets shall be built in all cases where adjacent lots have reasonable potential for development.

e) Entry Drive. The commercial entry drive should be appropriate to the size of the development, incorporate signage, lighting, landscaping and set the tone for the development.

f) No buildings or paved areas (other than access drives) may be located closer than fifty (50) feet to any area used or zoned for residential purposes.

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 facade and the primary street. The balance of the parking shall be to the rear or side of the primary building. Refer to *Section 7.02 – Off-Street Parking and Loading* for parking standards.

5) CART CORRALS. Cart corrals for developments over fifty-thousand (50,000) square feet shall be curbed, and may be landscaped and covered.

6) PEDESTRIAN FACILITIES.

d) A connection shall be established from abutting streets with sidewalks to the entrance of primary structures through the use of sidewalks and special demarcation.

e) Pedestrian areas in parking lots or across interior drives shall be demarcated with special paving, color or height change, or striping for increased safety.

f) Sidewalks shall be a minimum of six (6) feet wide and shall connect the commercial areas to adjacent residential, office and recreational uses.

g) Sidewalks in Industrial Districts shall be required on at least one (1) side of each street.

h) Sidewalks adjacent to customer entries shall be a minimum of eight (8) feet wide.

Sec. 7.20 – WAREHOUSE, DISTRIBUTION AND LOGISTICS LAYOUT AND SITE PLANNING

1) **APPLICABILITY. DESIGN STANDARDS. The design standards in this subsection shall apply to all warehousing/distribution/logistics projects within the zoning district. Those design standards not fully addressed in this section shall be as otherwise stated in the appropriate section(s) of this code, including, but not limited to, Sections 7.02, 7.05, 7.08, 7.09, and 7.12 of this code. The Community Development Director may, at his/her discretion, modify, supplement, substitute, or exempt a project from these standards when the application of the standards creates a great practical difficulty or undue hardship, and shall be processed as an Administrative Adjustment, per Sec. 11.08 of the Villa Rica Zoning Ordinance.**
    a) **Site design.**
        i) **Site layout.**
            a) **The arrangement of multiple buildings and associated circulation, and parking areas should reflect a well-organized site plan.**
            b) **Site development may utilize variations on building placement and landscaping when located near a public street.**
            c) **The design and location of accessory buildings (e.g., security kiosks, maintenance buildings, and outdoor equipment enclosures) shall be incorporated into and be compatible with the overall design of the project and the main buildings on the site.**
            d) **With the exception of security kiosks, accessory buildings shall be located as far back from the front and street side yard setback area as possible.**
            e) **Sea/train-type metal containers are prohibited.**
            f) **Incidental outdoor storage, work, and loading areas shall be incorporated within the building design and located to the rear or side of buildings unless such building side(s) are adjacent to a public street where it would be prohibited.**
        ii) **Courtyards and plazas.**
            a) **Buildings should be arranged to create opportunities for open space amenities (e.g., plazas, courtyards, outdoor eating areas, etc.).**
    b) **Building orientation.**
        i) **The organization of buildings, parking areas, and landscaping shall recognize the existing characteristics of the site and shall relate to the surrounding development in scale and character.**
        ii) **Buildings should be oriented in a manner that takes advantage of passive solar design.**
        iii) **Buildings shall be oriented to provide a buffer between sensitive uses (i.e. residential, schools, parks, and medical facilities) and outdoor work areas, loading, and incidental storage.**
    c) **Site elements.**
        i) **Fences and walls.**
            a) **Walls and fencing materials shall consist of wrought iron, tubular steel, stone, stucco, or brick, and shall be compatible with the overall design character/style of**

the development. The use of chain-link fence and similar materials is prohibited. See Figures 3 and 4.

b) Walls and fences shall be integrated with landscaping along the base of the wall or fence.

c) Wall heights and surfaces shall be articulated with varying facade depths or pilasters to promote architectural interest, and shall include a cap along the top of the wall.

d) Landscaping shall be used in combination with walls and fences to visually soften blank surfaces and to deter graffiti. Additionally, all walls shall have an anti-graffiti coating to further deter graffiti, to the satisfaction of the City. See Figure 5.

ii) Screening.

a) Loading bays and service areas shall be completely screened from public right-of-way(s) by building placement and/or decorative walls. Landscaping may be used in addition to such building placement and/or walls, but shall not be the sole means of screening. A sight-line analysis shall be taken from public right-of-way(s) to indicate screening of all items.

b) Trash storage enclosures and outdoor mechanical equipment shall be completely screened from public view.

c) Roof-mounted equipment shall be screened from public view through use of parapet walls or other approved screening devices. Special consideration shall be given to the screening of roof-mounted equipment on building rooftops that are visible from the public right-of-way. See Figure 7.

iii) Lighting.

a) Outdoor lighting plans shall take into consideration the location and potential growth pattern of nearby trees (existing and planned) so that appropriate lighting levels are maintained over time.

b) Energy efficiency shall be considered through use of proper light location and placement, as well as use of energy-efficient bulbs and/or fixtures.

c) Lighting fixtures shall include hoods or other design techniques to reduce glare and light pollution, especially along major streets, and to prevent light spillover onto adjacent properties.

d) Lighting shall be provided in project entryways, walkways, and parking lots to promote safety.

e) Lighting may be mounted on poles or bollards, affixed to building walls, or placed within paved or landscaped areas. Appropriate materials and construction methods shall be used to ensure proper function of project lighting fixtures.

f) Decorative light fixtures shall be consistent with the architectural design of the building.

g) Truck and truck trailer parking areas shall incorporate lighting to increase real and perceived security.

d) Parking and access.

i) Parking.

a) Parking lots shall not be the dominant visual element on the site.
b) Surface parking areas shall integrate trees and landscape improvements to reduce the heat island effect and to promote better visual aesthetics.
c) Large parking lots (usually over 100 spaces) shall be divided into multiple, smaller areas and provided with canopy trees located throughout the parking area to reduce the effects of heat and the visual impacts of large parking areas.
d) Parking lot design shall include water quality storm water facilities consistent with City standards.

ii) Access.
a) The use of common (shared) access points and driveways is required for all service and loading areas pursuant to Traffic Engineering's Standard Plan No. 701 Access Management Requirements, to reduce curb cuts along streets. Additionally, placement of vehicle access points close to building entries shall be avoided to minimize pedestrian and vehicular conflicts.
b) Entry drives shall be clearly marked by special features, (e.g., enhanced paving, prominent landscape features, low-level decorative walls, and well-designed monument-type signs).

2) Landscaping.
a) Landscaping shall be in scale with adjacent structures, streets, and public spaces, and be sized appropriately when fully grown.
b) Landscaped areas should incorporate a three-tiered planting system:
i) Ground cover and flowering plants;
ii) Shrubs and vines; and, (iii) Trees.
c) Development on corner lots shall be enhanced with a combination of specimen trees, accent plantings, upgraded perimeter wall surfaces, hardscape treatments and landscape lighting adjacent to the street intersection.
d) Drought-tolerant and low-maintenance trees, vines, and groundcovers shall be used on-site. Drip irrigation systems shall be installed to ensure the highest possible level of water conservation.
e) Setbacks adjacent to sensitive uses shall include dense landscaping to provide visual screening and noise attenuation.
f) Landscaped berms along site edges shall be used to screen parking, loading and service areas and to serve as a sound reduction measure.
g) Surface parking lots shall be well-landscaped to reduce heat island effect and visually reduce the expanse of paved area.
h) Pervious paving materials are strongly encouraged for sidewalks, pathways, and parking lots or other paved surfaces on-site.
i) An automatic irrigation system using current equipment and technology shall be provided for planted areas.
j) Run-off retention and on-site water filtration/stormwater treatment features and bioswales should be a part of the overall landscape design, and can also serve as buffering methods for adjacent businesses.

k) Trees shall be selected and placed to provide canopy and shade for walkways, pedestrian open spaces, and parking areas.

l) Tree and shrub planting shall be in large masses.

m) Plant material selected shall be suited to the specific soil and micro climatic conditions.

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